

CAUSE NO. SC OF 20

BE



Christy Amanda Brown

Plaintiff

AND

Jerome Clayton Young

Defendant

PLAINT

To the Defendant
Apartment #4
Greenwood Drive
George Town Grand Cayman
Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **Default Judgment** without any further notice to you.

Issued this 07th day of May 2024

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs are the grounds upon which the Plaintiff claims that the Defendant is Indebted to her or is liable to pay damages to her)

1. The Plaintiff had an agreement with the Defendant to rent her Honda fit, 2009, white, License plate: 201757 to a customer known by the Plaintiff as the mentioned vehicle was currently insured by the Defendant for insurance purposes.
2. The Defendant agreed that all monies collected from customer renting the vehicle would be provided to the Plaintiff on a monthly basis for as long as the car remained rented by the customer. This agreement between the Plaintiff and the Defendant was made within the month of September 2023. As the Plaintiff and the Defendant were still married at this time but separated and the Plaintiff owns a car leasing business "Dream Car Rental. The amount that was in agreement to collect from the customer by the Defendant to pay the Plaintiff was KYD\$750.00 per month.
1. The last payment the Plaintiff collected from the Defendant was only a partial amount in October 2023 and only with a promise to pay from the Defendant.
2. Early in December 2023 the Defendant stopped answering the Plaintiff's phone calls as he knew she was trying to contact him for the remaining monies owed by him for October and November 2023 and the current payment owed for December 2023.
3. On the 17 December 2023 the Plaintiff went to the residence of the Defendant to speak with him and recorded a conversation on her cell phone between her and the Defendant agreeing to pay her the full payment within a few days for all outstanding arrears.
4. Around the date of 25 December 2023 the Defendant travelled to Jamaica and did not pay the arrears owed to the Plaintiff for the months of October, November and December 2023 as agreed.
5. The Plaintiff again went to the residence of the Defendant on 07 January 2024 and recorded another conversation on her cell phone between her and the Defendant in which he then asked for her to give him more time to pay her what he owed and return her vehicle. They both agreed to a deadline for him to compensate the Plaintiff for the monies owed and for her vehicle to be returned to her by 01 March 2024.
6. The Defendant is now refusing to communicate or move forward with the agreed terms and has now refused to transfer the car to the Plaintiff who is owner and purchaser of the vehicle.
7. The car is still currently being leased to the same customer that is known by the Defendant and he has made no efforts to retrieve it from the customer.
8. The Plaintiff is suing for the amount and the cost of the vehicle in the amount of Kyd\$8,000.000 and the total of the outstanding rental fees of Kyd\$5,250.00. The Defendant should also pay interest at the prescribed rate on the cost of Kyd\$750.00 the said costs as at the date of this Plaint as well as at the per diem rate until the said costs have been repaid.

AND the Plaintiff claims:

1. The sum of \$13,250.00
2. Interest in the sum of \$1,558.75 calculated at the prescribed rate from 01 October 2023 to date.
3. Interest to continue at the per diem rate of \$7.25 until this matter is settled.
4. Fixed costs of \$175.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service
P.O. Box 975
122 Walker's Road
George Town Ky-1105
Grand Cayman
Cayman Islands
Phone number: 927-4983

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Christy-Amanda Brown

Plaintiff

AND:

Jerome Clayton Young

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for State Defendant's name and address]

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.