

No.1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_ of20

BETWEEN: MARVIN MCNEISH

PLAINTIFF

BRENDA EBANKS

RESPONDENT

ndent
ksHarquail Drive
George Town
Grand Cayman.

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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, 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 Acknowledgement of Service form.

If **you fail** to satisfy the claim or fail to return the Acknowledgement 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 29th day of December, 2025

See overleaf for particulars of the Plaintiffs claim.

PARTICULARS OF CLAIM

1. The Plaintiff, Marvin McNeish, a 30-year-old Houseman, was a participant in an informal savings arrangement known as a "partner draw," coordinated and managed by the Respondent, Brenda Ebanks who is also his supervisor from his place of employment, Kimpton Seafire Hotel.
2. This was the 2nd partner draw conducted by the Respondent. The Plaintiff was made to understand that the first partner draw conducted was very successful with no issues. This was held earlier in the year 2023.
3. The agreement was that the Respondent was the "banker" and collector the funds for the partner draw group. That she was to receive regular contributions from members and facilitate the scheduled payouts. In the case of the Plaintiff, it was agreed that he on behalf of himself and his girlfriend, Jeraldine Banzon, would pay CI\$500.00 each for a total of \$1,000.00 biweekly and on the appointed date would receive a CI\$5,000.00 payout.
4. The Plaintiff was unaware of the total number of people involved in the partner draw.
5. The Defendant was expected to facilitate the payments fortnightly on Fridays and did meet all his obligations to do so.
6. It was agreed that the Plaintiff would receive the sum of \$5,000.00 on the appointed date. The Plaintiff was advised that the appointed date for receiving the agreed withdrawal was scheduled for the 24th of November 2023.
7. Prior to the Plaintiff's scheduled appointed date, he had paid the Defendant a total of CI\$5,000.00. Beginning in or around the 15th of September 2023, the Plaintiff made fortnightly contributions to the Defendant up to the 10th of November 2023 as follows:
 - a) 15th of September 2023 - CI\$1000.00
 - b) 29th of September 2023 - CI\$1,000.00 (Total CI\$2000.00)
 - c) 13th of October 2023 - CI\$1,000.00 (Total CI\$3,000.00)
 - d) 27th of October 2023 - CI\$1,000.00 (Total CI\$4,000.00)
 - e) 10th of November 2023 -CI\$1,000.00 (Total CI\$5,000.00)

8. It is custom that as the banker the Respondent would get an early draw benefiting from the arrangement and would also be expected to be given a small amount from each contributors' drawings.
9. The Defendant failed to provide the Plaintiff with his expected payout on the designated date scheduled for the 24th of November 2024.
10. The Plaintiff sought relief and the Respondent asserted that someone had reported to the police that there was no partner and the money was being used by the Defendant to pay her bills and that this report disrupted the partner. The Plaintiff never received any call from the Defendant to report to the police for questioning.
11. Despite the disruption the Respondent further promised the Plaintiff that she would pay the sum owed, however it would be paid gradually in the sum of \$500.00 every two weeks that would commence on the 8th of December 2023 and continue until the amount was discharged.
12. Despite repeated attempts by the Plaintiff to recover the funds, including direct conversations and WhatsApp messages, the Defendant only repaid CI\$1,300.00 leaving an outstanding balance of CI\$3,700.00.
13. On or about 27 August 2025, the Plaintiff confirmed his intention to pursue legal action, having exhausted all reasonable efforts to resolve the matter amicably.
14. The Defendant's failure to repay the full amount constitutes a breach of the financial arrangement and has caused the Plaintiff financial loss, distress and damages.

AND THE PLAINTIFF CLAIMS:

- A. Payment of CI\$3,700.00 being the balance due and owing under the partner arrangement;
- B. Interest in the sum of \$309.87 calculated at the prescribed rate pursuant to section 4(a) of the Judgment Debts (Rate of Interest) Rules (2021 Revision) from 24th November 2024 to the present date;
- C. Costs of this action;
- D. Such further and/or other relief as this Honourable Court deems fit.

M. M^s Naish

Plaintiffs Signature

Plaintiffs address for service

MARVIN MCNEISH

Apartment 11

46 Kentsville

Drive George

Town, Grand

Cayman

No.2**Acknowledgment of Service****IN THE SUMMARY COURT AT GEORGE TOWN****Cause No. SC of 20_****BETWEEN: MARVIN MCNEISH****PLAINTIFF****AND: BLEND A EBANKS****DEFENDANT****ACKNOWLEDGMENT OF SERVICE**

1. 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 Complaint 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 send 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.