

IN THE GRAND COURT OF THE CAYMAN ISLANDS

60480  
Cause No. of 2011

BETWEEN: **Island Elements C.I. Ltd. T/A CashWiz**

Plaintiff

AND: **Leticia Hernandez and Ingrid Murillo**

Defendants



**WRIT OF SUMMONS**

Leticia Hernandez and Ingrid Murillo c/o Walkers, Walker House, 87 Mary St George Town  
Grand Cayman KY1-9001

THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5<sup>th</sup> day of December 2011

THIS WRIT was issued by Island Elements C.I. Ltd. T/A CashWiz whose address for service is 144 N. Church Street. Grand Cayman, Cayman Islands.

## STATEMENT OF CLAIM

1. On June 20<sup>th</sup> 2011 the Defendants borrowed CI\$9000.00 from CashWiz with a contractual commitment to re-pay the principal amount within 30 days along with the lender's fee of CI\$2250.00.
2. Ingrid Murillo was the principal borrower and used her mother's property as collateral for the loan amount. Both parties agreed to the terms and conditions and signed attached contract.
3. Ms. Murillo orally informed us that her mother would not remain in the property as CashWiz does not loan against a person's primary place of residence in the event of default of the loan.
4. The Defendants agreed to a legal charge against the property and signed Land Registry documents to affect a charge of said property.
5. The Defendants understood clearly that any default of this loan would result in action being taken again in our interest in Block 24c/Parcel 84. We are also claiming CI\$500.00 for a current market valuation for the purposes of recovering the debt.
6. In September Ms. Murillo provided an email to the Plaintiff indicating she was obtaining additional financing to clear off the debt. The attached email appears to be fraudulent in nature and we have not been able to identify that anyone with the name "Madelin" works at any banks in the Cayman Islands.
7. Since June 20<sup>th</sup> all reasonable steps have been taken to recover this debt. Ms. Murillo has removed to make any payments and also decided to deflect her legal obligation by contacting the police and claiming that she was being harassed.

AND THE PLAINTIFF claims:

1. The sum of CI \$23,100.00
2. Costs of \$300.00
3. Retraction/Apology letter to be posted on Facebook or other media forum that will be widely disseminated.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$22,600.00 further proceedings will be stayed. The money must be paid to the Plaintiff.

  
Plaintiff's Signature

THIS WRIT was issued by Island Elements C.I. Ltd. T/A CashWiz whose address for service is 144 N. Church Street. Grand Cayman, Cayman Islands.

Cashwiz  
 144 N. Church Street  
 George Town, Grand Cayman  
 KY1-1105

# Statement

Date
12/5/2011

To:
Ingrie L. Murillo 22 McCaw Drive Bodden Town KY1-1503

		Amount Due	Amount Enc.		
		\$22,600.00			
Date	Transaction	Amount	Balance		
06/14/2011	INV #1. Due 06/14/2011. Orig. Amount \$9,000.00.	9,000.00	9,000.00		
06/14/2011	INV #5. Due 06/14/2011. Orig. Amount \$2,250.00.	2,250.00	11,250.00		
07/14/2011	INV #2. Due 07/14/2011. Orig. Amount \$2,250.00.	2,250.00	13,500.00		
08/14/2011	INV #3. Due 08/14/2011. Orig. Amount \$2,250.00.	2,250.00	15,750.00		
09/14/2011	INV #4. Due 09/14/2011. Orig. Amount \$2,250.00.	2,250.00	18,000.00		
10/12/2011	INV #7. Due 10/12/2011. Orig. Amount \$50.00.	50.00	18,050.00		
10/14/2011	INV #6. Due 10/14/2011. Orig. Amount \$2,250.00.	2,250.00	20,300.00		
11/11/2011	INV #8. Due 10/12/2011. Orig. Amount \$50.00.	50.00	20,350.00		
11/14/2011	INV #9. Due 11/14/2011. Orig. Amount \$2,250.00.	2,250.00	22,600.00		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	2,250.00	2,350.00	2,250.00	15,750.00	\$22,600.00



October 24, 2011

Ms. Leticia Hernandez & Ms. Ingrid Murillo  
PO Box 1200 SAV  
Grand Cayman, KY1-1503

BY HAND

Dear Madam,

**COPY**

**Re: Outstanding CashWiz Property Loan**

I write further to our recent conversation regarding your defaulted loan with CashWiz which you obtained on June 14<sup>th</sup> 2011. The total amount now owed with all fees and charges is CI\$20,250.00. However, as a good faith measure we are willing to accept last month's amount of CI\$18,000.00 as full and final settlement by the 31<sup>st</sup> October 2011.

As advised our telephone conversation we are not keen on having to force the sale of your mother's property to recover the debt owed to us. It would have been appropriate on your end to try and work with us to have settled this matter before this late stage. However, since no payments have been made on the loan we are moving towards further legal action to commence by month's end.

Upon further review of your file I also saw the letter that you made mention in your attempts to get re-financing of the loan from a local bank. We have some serious concerns about the validity of this letter as it makes no mention of where this "banking specialist" works and also her e-mail address is not a valid one. It appears the email was also tampered with as a portion of it is whited out.

I trust that this email provided to us has not been fabricated because the Courts will not take lightly to any dishonesty in business transactions. Please provide us with the contact information for "Madelin" as soon as you can so that we can verify the contents of her email.

If you are not able to secure refinancing by the end of the month you are urged to contact me immediately so that we can discuss any other alternatives before proceeding further.

We are hopeful that this matter can be amicably resolved without any further legal action being necessary. We will continue to protect our legal interest in the property per section 42(1) of the Registration Land Law (2004 Revision) until the full amount of the loan is repaid.

For your convenience I am enclosing a breakdown demonstrating all of the relevant charges that have accrued since June 14<sup>th</sup>. Should you require any additional information please do not hesitate to contact me directly at 526-1612.

Yours faithfully,

Sandra Catron  
In-House Legal Counsel



**ACKNOWLEDGMENT OF LETTER RECEIPT**

October 24, 2011

To: INGRIE MURILLO  
C/O WALKERS ATTORNEYS-AT-LAW  
Walker House 87 Mary St George Town  
Grand Cayman

**ACKNOWLEDGMENT OF RECEIPT OF LETTER**

The undersigned warrants that \_\_\_\_\_ (he or she) is in receipt of a confidential letter to be delivered to the above named person issued by CashWiz and dated October 24, 2011 receipt of the document:

A handwritten signature in black ink, appearing to be "Ingrie Murillo", written over a horizontal line.

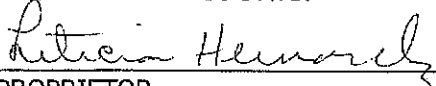
Signature



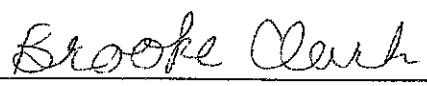
**COPY**

WE, LETICIA HERNANDEZ AND INGRIE MURILLO OF CAYMAN ISLANDS HEREBY AGREE THAT PURSUANT TO OUR AGREEMENT WITH ISLAND ELEMENTS C.I. LIMITED TRADING AS "CASHWIZ" (THE "COMPANY"); (AS MORE FULLY SET OUT IN THE TICKET #4136 SIGNED BY US ON THE 14<sup>th</sup> DAY OF JUNE, 2011, AND FOR SO LONG AS SAID TICKET SHALL BE IN FORCE IN RELATION TO THE PROPERTY REFERRED TO THEREIN, HEREBY AGREE THAT WE WILL PAY BY THE 18<sup>th</sup> DAY IN EACH MONTH AN AMOUNT OF CI\$160 TO BODDEN & BODDEN (to be facilitated by CashWiz), AS ATTORNEYS AT LAW FOR THE COMPANY, IN ORDER TO FACILITATE THE PROPER FILING AND RECORDING OF THE INTEREST OF THE SAID COMPANY IN OUR PROPERTY AS LISTED IN THE AFOREMENTIONED TICKET.

WE FURTHER AGREE THAT IN THE CASE OF COMPLETE DEFAULT IN RELATION TO THE AFOREMENTIONED TICKET COSTS RELATING TO THE TRANSFER OF TITLE, PARTICULARLY ANY STAMP DUTY IN RELATION THERETO SHALL BE OUR RESPONSIBILITY TO PAY WITHIN A PERIOD OF TIME NOT TO EXCEED 30 DAYS.

  
\_\_\_\_\_  
PROPRIETOR

  
\_\_\_\_\_  
PROPRIETOR

  
\_\_\_\_\_  
WITNESS

DATE: 20<sup>th</sup> June 2011