



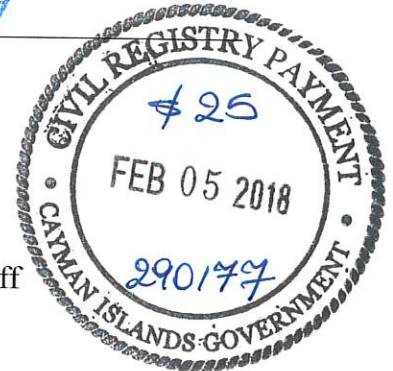
PLAINT

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC. 18 OF 2018

BETWEEN: Janeth De Jesus Navarez Caceres
T/A Cayman Mobile Cash Plaintiff

AND: Vanessa Schinell Bodden Defendant



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

WITHIN 14 DAYS AFTER SERVICE OF THIS Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court's Office, P.O.Box 495,GT,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 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.

Dated this January 26, 2018

PARTICULARS OF CLAIM

1. The plaintiff is a sole trader licensed, inter alia, to carry on the business of mobile cash lending in the Cayman Islands.
2. The defendant resides in West Bay, Grand Cayman and is and was at all material times a customer of the plaintiff.
3. On or about February 27, 2017, the plaintiff agreed to lend to the defendant the sum of CI\$2,500.00 which the defendant agreed to pay to the plaintiff by August 22, 2017.
4. The said agreement was made in writing between the plaintiff and the defendant and signed by the parties.
5. It was an express term of the said agreement that the defendant would have to pay interest on the amount of the said loan at the rate of 8% every two weeks commencing 15 days from February 27, 2017.
6. Pursuant to the said agreement, on the 27th February, 2017 the plaintiff paid to the defendant by way of the loan the said sum of CI\$2,500.00.
7. The said payment was made by cash which the plaintiff handed to the defendant the said day (receipt of which she acknowledged.)
8. The plaintiff will refer to the said agreement for its full terms, meaning and effect as may be necessary.
9. The defendant as per agreement was to make payments to the plaintiff on the 12th and 27th of each month until the principal and interest were repaid in full. The defendant made the following payments to the plaintiff towards payment of principal and interest:
 - a) 1st payment made late on of March 28, 2017 of CI\$425.00(\$400. 00 a month for interest and \$25.00 per month on principal)
 - b) 2nd payment made late on April 27, 2017 (for April 12th) of CI\$200.00(\$2.00 to principal and \$198.00 to interest.)
 - c) 3rd payment on May 1st, 2017 (for April 22) of CI\$200 with \$2.00 to principal and \$198 to interest.

d)4th payment on May 19, 2017(for May 12th) of \$200 with \$2.00 to principal and \$198 to interest.

e)5th payment on May 30, 2017 (for May 27) of \$198 to interest only.

f)6th payment of \$250 on July 15, 2017(for June 12th) of \$200 with \$2.50 to principal and rest to interest

g) 7th payment of \$200 on July 28, 2017 (for June 27th) with \$7 to principal and the rest to interest.

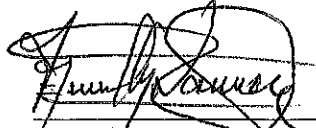
10. That following her last payment, the defendant's principal stood at CI\$2,407.00. The defendant owes payments for July 12, July 27, August 12 and 27, September 12 and 27th for a total of \$1,155.36.
11. That the plaintiff is entitled to interest of 8% on the remaining principal of \$2,407.00 as per contract every 12th and 27th of each month commencing 15days after receipt of funds. .6 interest payments are owed up to September 27, 2017.
12. Therefore the total amount due and owing to the plaintiff is CI\$3,562.00 (ie $\$2,407 \times 8\% \times 6 = \$1,155.36 + \text{principal of } \$2,407.00$)= grand total of CI\$3,562.00
13. The plaintiff has requested the payment of the said balance of CI\$3,562.00 from the defendant without success .
14. In the premises, the defendant remains and is liable to repay the said sums to the plaintiff.

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT

- (a) The said loan balance in the sum of CI\$3,562.00
- (b) Costs of CI\$205.00
- (c) Interest on the balance of the said loan at the rate aforesaid from the date of the Plaint herein to Judgment or sooner payment or alternatively at such rate and for such period as the Court thinks fit assessed in accordance with the Judicature Law (2007 Revision) and the Judgment Debt Rates of Interest Rules, as amended from time to time.
Interest pursuant to the Judicature Law (2007 Revision) and the Judgment Debt Rates of Interest Rules as amended from time to time

(d) Such further and/or other relief as the Court thinks fit and proper

Dated this January 26, 2018

A handwritten signature in black ink, appearing to read 'Janeth De Jesus Navarez Caceres', written over a horizontal line.

Janeth De Jesus Navarez Caceres
T/ACayman Mobile Cash

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the defendant says that he/she/they is/are not liable to the plaintiff, or is/are not liable for the full amount claimed)

Defendant's signature

REMINDER:

This form must be taken or sent to the Court's Office, P.O.Box 495, GT, Grand Cayman within 14 days of receipt, otherwise a default judgment may be entered against you.