

Plaintiff

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 56 OF 2018

BETWEEN:

LEMPIRA LIMITED

Plaintiff

AND:



YEIMI

ZELAYA

Defendant



PLAINT



To the Defendant

*Yeimi Zelaya
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 **Plaint** 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 defense** 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 defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this 10 day of April 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

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

- 1 On January 4, 2017 the Defendant borrowed \$1250.00 from the Plaintiff and agreed to pay back the full amount plus 10% of the amount borrowed by January 11, 2017 of a total of \$1,375.00. stating that the purpose of the loan was to pay the fees to apply for naturalization
- 2 A contract was signed between the Plaintiff and the defendant fully explaining the terms and conditions of the loan including the late fees and legal action. to which the defendant stated that she fully understood(exhibit 1)
- 3 From January 11 to February the defendant paid the interest on the loan and asked the loan be rolled over and the full amount would be paid the end of February 2017.
- 4 At the end of February the Plaintiff called the defendant several times concerning the payment and the Plaintiff continued to make promises that she would pay but did not.
- 5 In March 2018 the defendant account was handed over to a debt collector who tried to collect from the defendant. The debt collector tried to make several arrangements to have this bill be paid on a monthly basis however the defendant refused to do so
- 6 As of Wednesday April 10 2018 the Plaintiff claims \$8,613.00 including late fee and interest as per contract

AND the Plaintiff claims:

- (1) The sum of \$8,613.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Total sum \$8,938..00



Plaintiff's Signature

Lempira Limited
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN: LEMPIRA LIMITED Plaintiff

AND: YEIMI ZELAYA Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Yeimi Zelaya
George Town
Grand Cayman
Cayman Islands*

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 defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Yeimi Zelaya

Defendant's Signature

DATED this day of , 2018

See Overleaf

PARTICULARS OF DEFENCE

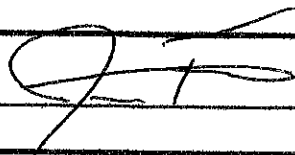
(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.

LEMPIRA LTD

Dlewood Drive, P. O. Box 630, KY1-1502
Grand Cayman, Cayman Islands

APPLICANT INFORMATION		
Name: <u>Yelmy Zelaya</u>		
Date of Birth: <u>03-03-79</u>	Immigration Status: <u>status</u>	Nationality: <u>Handeman/Handeman</u>
Current Address: <u>George town Smith Road</u>		
P. O. Box	KY1-	District: <u>Godden town</u>
Previous Address:		Phone: <u>923-86-69</u>
EMPLOYMENT INFORMATION		
Current Employer: <u>Scott's Landing</u>		
Employer Address: <u>North Sound b# 612</u>		How Long: <u>5 years</u>
Phone: <u>943-37-43</u>	E-mail:	
Town: <u>ST</u>	Country:	Postal Code:
Position: <u>Cashier</u>	Hourly Salary (<u>350.</u>)	Annual Income:
Name of a relative not residing with you:		
Address:		Cell Phone:
Work Phone:	Home Phone:	Employer:
Relationship:		
DETAILS OF LOAN		
Amount Requesting: <u>1250.00 CI</u>		
Expected repayment date:		Interest Amount
Late Fees		
APPLICANT - Disclaimer		
<p>I have read and agreed to repay the above loan within 14 days/30 days (circle one) and interest rate and any late fees that may have been incurred in full. I understand that if I do not repay this loan as agreed that I may be subject to legal action taken against me and will be responsible for any legal fees incurred.</p> <p>Applicant may supply an item for consignment against their loan. If a loan is not paid according to the agreement the company has the right to sell the items to recover any fees for the loan and interest. If the sale of the item is less than is owed; the company has the right to take legal action to recover any outstanding amount owed through Cayman Credit Bureau.</p>		
Date: <u>27-1-17</u>	Signature of Applicant: 	

Description of item on consignment:

Description	Value
<u>Applying For Naturalization</u>	

UNDERSIGNED BORROWER HEREBY KNOWLEDGES THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

Terms and Conditions

1. Borrower and Co-signer will require photo Id. Each must also leave 2 contact numbers.
2. Rate of interest is 10 % per week.
3. Approval is at the direction of Lender. If approved, there is an application approval fee of CI\$10.00
4. Borrower has 30 days (the due date) from date of receipt of loan to repay loan in full, with interest.
5. If borrower is unable to make full payment, interest must be paid on the due date. The loan will be rolled over for another 30 days extension, with 10 % interest thereon. After 5 days past the due date there shall be a late fee charge of CI\$25.00 After 10 days past due date, borrower must pay the 10 % charge for the entire month.
6. Loan amount, interest will become part of the estate of borrower and Co-signer if they die before loan is paid up in full.

For value received, and in consideration of this loan, we promise to pay on the due date the sum borrowed plus interest and any penalties.

In event of litigation for the recovery of the loan, interest and penalties, we hereby agree to pay legal fees, court and bailiff cost.

Name of Borrower: Yeime Zelaya

Signature of Borrower: [Signature]

Name of Co-signer: _____

Signature of Co-signer: _____

Cell Number of Co-Signer: _____ Work#: _____

Date: 27-1-17

LEMPIRA LTD
For and behalf of the

Lender: [Signature]

Date: 27-1-17

Date	Amount of Principle	Interest	Total	Other fees	Amount Due
27-1-17	\$1250	10% P.W	\$1375.00		