

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC0069 OF 2018

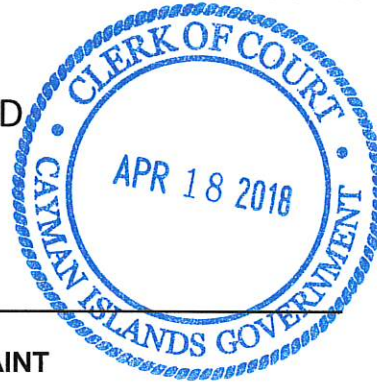
BETWEEN: LEMPIRA LIMITED

Plaintiff

AND: RUTH CONOLLY

Defendants

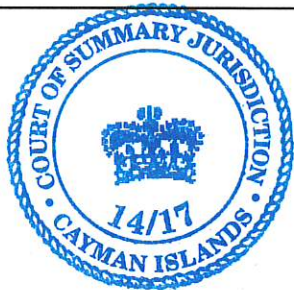
AND ALWYN SMALLING



PLAINT

To the Defendant

*Ruth Conolly and Alwyn Smalling
c/o Harbys Market Place
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 defense** 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 defense, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this 18 day of April 2018

See overleaf for particulars of the Plaintiff's 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 June 14, 2016 the Defendant borrowed \$1000.00 from the Plaintiff and agreed to pay back the full amount plus 10% of the amount borrowed by June 21, 2016 of a total of \$1,100.00.
- 2 A contract was signed between the Plaintiff and her co-maker Alwyn Smalling. the defendant and her co-maker was fully explaining the terms and conditions of the loan including the late fees and legal action. to which both of them agreed that they fully understood(exhibit 1)
- 3 From June 21 2016 the Defendant asked if she could pay the following week as had no money and was reminded that 10% would be added to her bill each week. The new amount would be \$1,210.00.
- 4 On June 28, 2018 the defendant told the plaintiff that she could not pay off the loan but she would pay the interest by the end of August 2016. She would however pay the interest every week until then.
- 5 The defendant continued to pay her interest payments up until August 23 2016 and stopped. The Plaintiff called the defendant on several occasions after that asking for their funds and the defendant stated that she was not paying anymore and she is going to her lawyer.
- 6 In April 2018 the Plaintiff contacted a debt collection agency to collect the funds on their behalf.
- 7 The Defendant was contacted and she stated that she is going to the police and her lawyers and do not want to hear anything about it.
- 8 The defendant was warned concerning legal action taken against her and she reply "I have my lawyers"
- 9 It is almost two years and he defendant refuse to pay on the outstanding balance.
- 10 As of Wednesday April 19 2018 the Plaintiff claims \$7,250.00 including late fee and interest as per contract(exhibit 1)

AND the Plaintiff claims:

- (1) The sum of \$7,250.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Total sum \$7,575...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: RUTH CONOLLY

Defendants

AND ALWYN SMALLING

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Ruth Conolly and Alwyn Smalling
c/o Harleys Market Place
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 Plaint is acknowledged accordingly.

Ruth Conolly and Alwyn Smalling

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

Eden Center, P. O. Box 2838, KY1-1112

Grand Cayman, Cayman Islands

APPLICANT INFORMATION		
Name: <u>Ruth Conolly</u>		
Date of Birth: <u>14 July 1981</u>	Immigration Status: <u>Residency</u>	Nationality: <u>Honduras</u>
Current Address: <u>Tropical 6R 19 Tropic Breeze</u>		
P. O. Box: <u>12208</u>	KY1-1010	District: <u>6T</u>
Previous Address: <u>Tropical 6E 19 Tropic Breeze</u>		Phone: <u>924 7814</u>


EMPLOYMENT INFORMATION		
Current Employer: <u>Hurley's Market Place</u>		
Employer Address: <u>Grand Harbour</u>	How Long: <u>4 Years</u>	
Phone: <u>9478488</u>	E-mail: <u>lafloca.valldares@</u>	<u>@Yahoo.es</u>
Town:	Country:	Postal Code:
Position: <u>clerk store</u>	Hourly Salary: <u>(8.50)</u>	Annual Income:
Name of a relative not residing with you: <u>Mother Franchesca Valladares</u>		
Address: <u>Worf Side, Frank Sound</u>		Cell Phone: <u>917 4283</u>
Work Phone:	Home Phone:	Employer:
Relationship: <u>Mom</u>		

DETAILS OF LOAN	
Amount Requesting: <u>600.00 CI + 400.00</u>	
Expected repayment date:	Interest Amount
Late Fees	

APPLICANT - Disclaimer

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.

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.

Date: 14/6/2016 Signature of Applicant: 

Description of item on consignment:

Description	Value
<u>Novio Ruth</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: John Volodares Conolly

Signature of Borrower: [Signature]

Name of Co-signer: Amy Smalley

Signature of Co-signer: [Signature]

Cell Number of Co-Signer: 989-2053 Work#: 9478488

Date: 14/6/2016

LEMPIRA LTD
For and behalf of the

Lender: _____

Date: _____

Date	Amount of Principle	Interest	Total	Other fees	Amount Due