

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

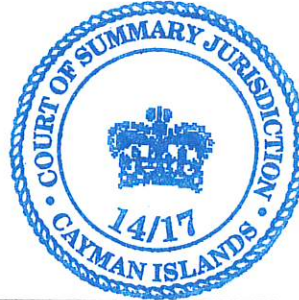
CAUSE NO. SC 242 OF 2018

BETWEEN: *LEMPIRA LTD*

Plaintiff

AND: *RUBY ROBINSON*

Defendant



PLAINT

To the Defendant



*Ruby Robinson
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 **20** day of **NOVEMBER** 20**18**

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 In August 2018 the defendant borrowed \$3935.00 and agreed to pay it back in one month time.
- 2 After the month had passed the defendant failed to pay.
- 3 The Plaintiff made several calls to the defendant concerning the payment. The defendant came and saw the plaintiff and stated that she did not have the full amount on her and if she could pay every week until it was paid off.
- 4 It was agreed by both parties that a payment plan would be made and that the defendant would pay \$150 a week for 26 and a half weeks commencing October 20 2018 and ending April 27 2018.
- 5 This agreement was signed by both parties.(see exhibit 1)
- 6 After 3 weeks passed and the defendant failed to make any payment to the outstanding balance the plaintiff called her, the defendant refused to answer.
- 7 The Plaintiff then went to Procollect International (which is a debt collection agency) to collect on their behalf.
- 8 After several attempts to have the defendant start paying it was advised to take legal action.

- 9 As of Tuesday November 20 2018 the Defendant has not contacted the Plaintiff nor the debt collector and as such the Plaintiff claims \$\$3,935.00 Debt collectors fees and preparing the legal documents(as stated in the promissory agreement) \$590.00 simple interest of \$0.54 per day for 30 days and to continue until full debt is paid off .

AND the Plaintiff claims:

- (1) The sum of \$3,935.00
- (2)
- (3) Debt Collector and preparation of the legal documents \$590.00
- (4)
- (5) Simple interest on the amount of \$3,935.00 for 30 days \$16.20
- (6)
- (7) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$100.00 alternatively costs to be assessed.
- (8) Total sum of \$4,874.20.



Plaintiff's Signature

Lempia LTDI
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 LTD*

Plaintiff

AND: *RUBY ROBINSON*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Ruby Robinson
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.

RUBY ROBINSON

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

EMAIL: lempiralimited@gmail.com

Phone: 322-8832 / 917-8487

Date: October 20, 2018

LEMPIRA LTD

P.O. Box 630 Ky1-1502 SAV.

Grand Cayman

Dear: Ruby Robinson

Re: Payment Plan for: Ruby Robinson for the amount of CI\$ 3935.00

I **Ruby Robinson** accept that I owe Lempira LTD the sum of C.I. \$ **3935.00** for a loan that I borrowed on **august 2017**. I have agreed to pay CI\$ 150.00 every week commencing on **October 20, 2018** and will end on **April 27 2019**.

I do understand that if this payment arrangement is not adhered to, this will be just cause for Lempira LTD to proceed with necessary actions against me in court for the recovery of this debt.

Please note all collections fees and legal fees will be added to you outstanding bill

Ruby Robinson

LEMPIRA LTD