

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 72 OF 2019

B E T W E E N:

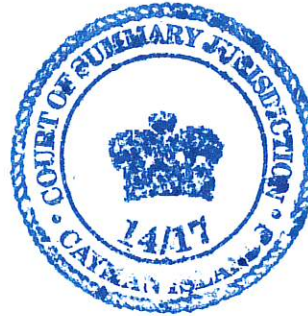
CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

Plaintiff

AND

LINDALI ORDONEZ

Defendant



PLAINT

TO:

Lindali Ordonez
PO Box 74
Grand Cayman, KY1-1102
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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 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.

Issued this 27 day of March 2019.

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times an authority organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is a resident of the Cayman Islands with a mailing address of P.O. Box 74, Grand Cayman, KY1-1102, Cayman Islands.
3. The Plaintiff was at all material times engaged in providing ordinary, emergency and preventative medical care and treatment to residents and visitors in need of medical treatment. The Defendant's cousin, Nury Ozorio Rivas, required hospitalization and/or received treatment during the following periods: 3 December 2013 to 4 December 2013, and 11 December 2013. The Defendant held herself out as being responsible for the payment of the medical treatment received and the invoices were accordingly issued in the Defendant's name. We refer to paragraph 6 below.
4. The Plaintiff provided the Defendant with the following invoices following delivery of the medical services (collectively "the Invoices"):

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Balance (KYD)</u>
3131442	12.04.2013	2656.84
3132563	12.04.2013	24.20
3139899	12.11.2013	105.67
		\$2,786.71

5. The Defendant failed to make full payment of sums due in respect of the Invoices notwithstanding a payment request letter dated 12 February 2018 which was mailed to the Defendant by its attorneys, HSM Chambers, on the same date. Further, on or around 12 March 2018, the Defendant was personally served with a formal demand letter dated 6 March 2018.
6. On or around 16 April 2018 the Defendant entered into a payment agreement with the Plaintiff through the Plaintiff's attorneys, HSM Chambers and signed a Promissory Note dated 16 April 2018 to formally acknowledge the C\$2,786.71 debt and agreed to a payment arrangement in respect of same.

7. It was a term of the Promissory Note, *inter alia*, the following:

"...The sum of CI\$2,786.71 for treatment invoiced to you...shall be payable by you to us by way of monthly instalments of CI\$250.00 with the first instalment due on or before 1 May 2018 until the arrears are paid off. The principal amount of this Note represents an aggregate of amount of existing indebtedness that you freely admit are due and owing to us..."

...In the event that any payment of principal is not paid within seven (7) days of its due date or in the event of commencement of bankruptcy proceedings (whether voluntary or compulsory) in relation to you, all unpaid amounts evidenced by this Promissory Note, shall immediately become due and payable, without demand or notice..."

...Any amounts due hereunder shall continue to bear interest at the rate of interest equal to 5% per annum from the date of default..."

...Every notice or demand hereunder shall be in writing and may be given or made by letter or delivered by post..."

...The Health Services Authority shall have the right, in its sole discretion, to terminate this Promissory Note at any time, said right to be exercised by providing the maker with written notice..."

...the maker hereby waives the right to interpose any defence, setoff or counterclaim in any litigation arising out of this Promissory Note..."

8. To date, the Defendant has paid CI\$1,250.00 towards the CI\$2,786.71 debt as follows:

- CI\$250.00 on or around 27 April 2018;
- CI\$250.00 on or around 1 June 2018;
- CI\$250.00 on or around 5 July 2018;
- CI\$250.00 on or around 25 July 2018; and
- CI\$250.00 on or around 26 September 2018.

9. The Defendant defaulted upon the Promissory Note on or around 28 October 2018. The Plaintiff's Attorneys, HSM Chambers attempted to contact the Defendant on at least 10 occasions between 29 October 2018 - 11 February 2019 by telephone and/or email to request the Defendant bring the Promissory Note payments up to date. On or around 13 February 2019 the Plaintiff's Attorneys, HSM Chambers sent a Demand dated 13 February 2019 to the Defendant via email and registered mail.
10. The Defendant failed to comply with the terms of the Promissory Note and the Demand and as at 27 March 2019 the Defendant owed to the Plaintiff the principal sum of CI\$1,536.71, together with interest thereon at the rate of 5% per annum from 21 February 2019 at a daily rate of CI\$0.21.
11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$1,536.71. being the principal sum;
- b) Pre and post Judgment interest from 27 March 2019 at the rate of 5% per annum, calculated at a daily rate of CI\$0.21.
- c) Alternatively statutory interest pursuant to Section 34 *Judicature Law (2017 Revision)* at such rate as the court thinks fit.
- d) Fixed costs to be assessed pursuant to the Summary Court Rules 2004;
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$1,536.71 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 together with a claim for fixed costs of CI\$150 upon commencement of this claim. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual terms upon which interest is claimed is set out in paragraph 7 above.
2. The prescribed rate of interest is 5% per annum.
3. The date from which interest is claimed is 27 March 2019.
4. The amount of interest accruing each day is CI\$0.21.

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CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

Plaintiff

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LINDALI ORDONEZ

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:—

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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2019.

See overleaf

PARTICULARS OF DEFENCE

1. *[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]*

Defendant's Signature

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