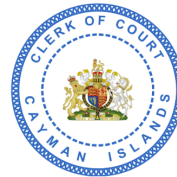


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC <sup>115</sup> OF 2021

**BETWEEN:** **DUMYAT LTD** **PLAINTIFF**  
**AND:** **VIANY LIZZETTE LOBO ANDRADE** **DEFENDANT**

**PLAINT**



To: Viany Lizzette Lobo Andrade  
c/o Valu-Med Pharmacy  
Evron Plaza  
Anthony Bodden Drive  
Bodden Town  
Grand Cayman

**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, P.O. Box 495, George Town, 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.

Issued this <sup>5<sup>th</sup></sup> of August 2021

**See overleaf for particulars of the Plaintiff's claim.**

### **PARTICULARS OF CLAIM**

1. The Plaintiff is a limited liability company, incorporated and registered under the laws of the Cayman Islands.
2. The Defendant is an individual resident in the Cayman Islands.
3. On or around 9 January 2018, John Ross McDonough ("Mr McDonough") made a loan to the Defendant in the sum of US\$24,800 or CI\$20,832 which the Defendant agreed to repay at the rate of CI\$400 per month ("the Loan Agreement").
4. In breach of the Loan Agreement, the Defendant has repaid Mr McDonough only the sum of CI\$2,265 leaving a balance owing on the loan of CI\$18,567 ("the Debt").
5. On 3 August 2021, Mr McDonough assigned to the Plaintiff absolutely his whole right, title and interest in the Debt.
6. Despite repeated requests for payment, and in breach of the Agreement, the Defendant has failed or refused to pay the Debt.
7. The Plaintiff therefore claims payment of the Debt and also claims interest on the Debt.

### **STATEMENT REGARDING INTEREST**

8. The Plaintiff seeks pre and post judgment interest from the date that the Defendant made the last payment under the Loan Agreement being 31 December 2019 at the rate of 23% per annum until payment in accordance with the provisions of the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
9. Interest is claimed from the 31 December 2019 being the date of the last payment made by the Defendant under the Loan Agreement.
10. The amount of interest owing at date of issue of this Plaintiff is CI\$669.30.
11. The amount of interest accruing each day following the issue of this Plaintiff is CI\$1.15.

### **AND THE PLAINTIFF CLAIMS:**

1. The sum of CI\$19,236.30 being the amount of the Debt and interest accrued to date.
2. Pre and post judgment Interest on the said sum of CI\$19,236.30 pursuant to the provisions of the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
3. Fixed costs in the sum of CI\$150.00 plus filing fees of CI\$25.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff the total amount claimed of CI\$19,411.30 plus interest at the rate of CI\$1.15 per day from 5 August 2021 until payment, all further proceedings will be stayed.

Dated this 5<sup>th</sup> day of August 2021

  
\_\_\_\_\_  
**DUMYAT LTD**

The Plaintiff's address for service is

C/o Campbells Corporate Services Limited  
Fourth Floor, Willow House, Cricket Square,  
George Town, Grand Cayman

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. SC 115 OF 2020**

**BETWEEN: Dumyat Ltd PLAINTIFF**

**AND: Viany Lizzette Lobo Andrade 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 defense overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this            day of            , 2021

***See Overleaf***

**PARTICULARS OF DEFENCE**

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

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**Defendant's Signature**

REMINDER - This form must be taken or sent to the Courts Office, PO Box 495, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.