



SUMMARY COURT AT GEORGE TOWN

Cause No. SC of 2023

BETWEEN: GREEN FIELDS FINANCIAL INVESTMENTS LTD.
(t/a FAST LOANS)

Plaintiff

AND: ELVIN R. LANTIGUA CARABALLO

Defendant**PLAINT**

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 GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the acknowledgeable of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgement** without any further notice to you.

Issued this 10August 2023.

See overleaf for particulars of the Plaintiff's claim.

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PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company duly incorporated in the Cayman Islands in the business of providing short term unsecured loans.
2. The Defendant at the material times was a resident of the Cayman Islands.
3. By a written agreement dated 20 December 2021 and executed by the Defendant (hereinafter referred to as the “**Agreement**”), the Plaintiff agreed to advance the sum of CI\$ 5,000.00 to the Defendant.
4. The Defendant agreed to pay the Plaintiff the sum of CI\$ 7,500.00 (being repayment of the sum advanced together with interest) on or before 19 June 2022. The Defendant agreed to pay interest on the sum advanced of 7.5% per week.
5. The Defendant agreed to service via email. The Agreement, on page 2, permits any notice to be given via electronic mail at the email address provided by the Defendant being elvinlantigua@gmail.com.
6. The Defendant agreed to pay all contractual costs on a full indemnity basis as set-out on pages 1 and 2 of the Agreement.
7. The Defendant failed to pay the sum outstanding under the Agreement on 19 June 2022 despite demands for payment by the Plaintiff.
8. The Defendant made payments as follows:
 - a. CI\$ 425.00 on 2 February 2022; and
 - b. CI\$ 500.00 on 19 March 2022;
 - c. CI\$ 200.00 on 12 August 2022;leaving an outstanding principal amount of CI\$ 3,875.00 which remains payable.
9. The Defendant agreed to interest pursuant to the Agreement at the rate of 7.5% per week. The contractual interest is as follows:
 - a. of CI\$ 2,357.14 for the period 20 December 2021 to 1 February 2022 at a per diem rate for the period of KYD 53.57; and
 - b. of CI\$ 2,205.80 for the period 2 February 2022 to 18 March 2022 at a per diem rate for the period of CI\$ 49.02; and
 - c. of CI\$ 6,374.46 for the period 19 March 2022 to 11 August 2022 at a per diem rate for the

period of CI\$ 43.66;

- d. of CI\$ 7,846.88 for the period 12 August 2022 to 16 February 2023 at a per diem rate for the period of CI\$ 41.52 and continuing; and

making a total of CI\$ 18,784.29 as at 16 February 2023 and continuing at a per diem rate of CI\$ 41.52. The Plaintiff has agreed to cap the substantive contractual interest at CI\$ 15,000.00 with it continuing at a per diem rate of .CI\$ 41.52

10. A letter before action dated 13 March 2023 has been served in accordance with the contractual agreement for service by email on the Defendant elvinlantigua@gmail.com. The Defendant was given 21 days of service of the letter before action to pay the amount due under the Agreement. The amount owed under the Agreement remains outstanding and there has been no response as of the date of this claim.
11. The Plaintiff is entitled to payment to the amount agreed upon between the parties under the Agreement including the principal sum advanced and interest.

AND the Plaintiff claims:

1. The sum of CI\$ 3,875.00.
2. Contractual costs in the amount of CI\$ 712.50 as at 7 August 2023 and continuing.
3. Contractual interest at a total of CI\$ 15,000.00 as at 7 August 2023 and continuing at a per diem rate of CI\$ 41.52.
4. Filing fees in the amount of CI\$ 25.00.
5. Pre and post judgment statutory interest in accordance with Judicature Law (2017 Revision) on all other sums at the rate prescribed by the rules.

SYMONS & SYMONS

Symons & Symons, Attorneys-at-law
Attorney for the Plaintiff

THIS Plaintiff is filed by Symons & Symons, on behalf of the Plaintiff, whose address for service is that of their said attorneys, namely: 4 Tropic Centre, 18 Earth Close, PO Box 30783 SMB, Grand Cayman KY1-1204 Cayman Islands [Our ref: 4905-0112]

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC of 2017

BETWEEN: GREEN FIELDS FINANCIAL INVESTMENTS LTD. (t/a FAST LOANS)

Plaintiff

AND: ELVIN R. LANTIGUA CARABALLO

Defendant

ACKNOWLEDGEMENT 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 2017

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 GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgement may be entered against you.