



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2024

BETWEEN: CENTRAL EXPRESS LENDERS LTD PETITIONER

AND: LUISA HERNANDEZ RESPONDENT

PLAINT

To: Luisa Hernandez  
P.O. Box 80  
14 Lustrous Court  
Bodden Town, Grand Cayman KY1-1601  
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, 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 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 21 day of May, 2024

See overleaf for particulars of the Plaintiff's claim

## PARTICULARS OF CLAIM

1. On the 12<sup>th</sup> of March 2024 the Respondent engaged with the Plaintiff to acquire an express loan for the amount of KYD\$400.00. The loan Invoice #10056 (EXHIBIT CEL-LH-001) was to be repaid on the 11<sup>th</sup> of April 2024, plus interest of KYD\$120.00, totaling KYD\$520.00 as per loan agreement. (EXHIBIT CEL-LH-002)
2. On the 12<sup>th</sup> of March 2024, a copy of the Agreement & Invoice was sent to the Respondent via her email address listed as "[lulu.hernandez85@hotmail.com](mailto:lulu.hernandez85@hotmail.com)" (EXHIBIT CEL-LH-003).
3. On the 7<sup>th</sup> of April 2024 a reminder was sent via email to the Respondent to her email address (EXHIBIT CEL-LH-004) listed as "[lulu.hernandez85@hotmail.com](mailto:lulu.hernandez85@hotmail.com)" which reminded her of the upcoming due payment. (EXHIBIT CEL-LH-005).
4. On 11<sup>th</sup> of April 2024, the Respondent failed to repay the total due amount of KYD\$520.00 to the Plaintiff as per agreed loan agreement.
5. From the 19<sup>th</sup> of April to 2<sup>nd</sup> of May 2024 the Plaintiff communicated to the Respondent via her WhatsApp number listed as Tel#+1 (345) 927-2207 (EXHIBIT CEL-LH-006) and offer payment solutions to recover outstanding loan, interest and late penalties. The Respondent made numerous promised to pay the Plaintiff without success. After weeks of offering different payment options the Respondent went silent with communications. (EXHIBIT CEL-LH-007, CEL-LH-008, CEL-LH-009, CEL-LH-010, CEL-LH-011 & CEL-LH-012)
6. On the 3<sup>rd</sup> of May 2024 the Plaintiff sent a debt collection letter via email (EXHIBIT CEL-LH-013) to the Respondent demanding payment for the outstanding loan due KYD\$520.00, plus incurred late fees of KYD\$315.00 calculated up until May 3, 2024, bringing the total to KYD\$835.00. (EXHIBIT CEL-LH-014).
7. The Respondent has ignored and has not replied to the debt collection letter sent via email; or has she made any form of contact with the Plaintiff to settle her outstanding debt.
8. The Respondent failure to pay the Plaintiff as per legal agreement and her failure to acknowledge the contents written in the debt collection letter left the Plaintiff with <sup>no</sup> other choice but to pursue legal action in Summary Court. The Respondent should also pay interest at the prescribed rate on the cost of the outstanding amount as at the date of this Plaintiff, as well as at the per diem rate until the cost of the said loan, interest and continued accumulating late fees has been paid.

AND the Plaintiff claims:

- (1) The Sum of KYD\$520.00 as per Agreement and Invoice #10056 dated March 12, 2024.
- (2) The Sum of KYD\$685.00 for additional late penalty fees from April 12, 2024 calculated at the prescribed late penalty rate, ~~and recalculated by the Court to determine cost to date.~~ \*
- (3) Interest to continue at the per diem rate as determined by the Court
- (4) Fixed cost of KYD\$205.00, alternately cost to be assessed.

Vincent Frederick  
Managing Director  
Central Express Lenders Ltd

  
\_\_\_\_\_  
Plaintiff's Signature

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2024

BETWEEN: CENTRAL EXPRESS LENDERS LTD PETITIONER

AND: LUISA HERNANDEZ RESPONDENT

ACKNOWLEDGMENT OF SERVICE

Respondent Name and Address:

Luisa Hernandez
P.O. Box 80
14 Lustrous Court
Bodden Town, Grand Cayman KY1-1601
Cayman Islands

State whether the Defendant intends to contest the action.

Yes [ ] No [ ]

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes [ ] No [ ]

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.

Luisa Hernandez

Respondent's Signature

DATED this day of , 2024

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs are the grounds upon which the Respondent says that she is not liable to the Plaintiff, or is not liable for the full amount claimed)

- 1.
- 2.
- 3.
- 4.
- 5.

**PARTICULARS OF COUNTERCLAIM**

- 1.
- 2.
- 3.
- 4.
- 5.

*AND the Defendant claims:*

- 1.
- 2.
- 3.

Luisa Hernandez

\_\_\_\_\_  
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.