



MARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2024

ONE GROUP LTD T/A CASH EXPRESS

PLAINTIFF

HUSAM OTONIEL ROCHEZ

DEFENDANT

PLAINT

To the Defendant

Husam Rochez
67 Crewe Road
George Town,
P.O. Box 982,
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, PO Box 495GT, 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 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 defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this ^{20th June} ~~22nd~~ of May 2024 N.B

See overleaf for particulars of the Plaintiff's claim

This PLAINT was issued by CASH XPRESS 'FORMALLY CASHCOW', whose address for service is Suite 102, Crighton Building, 260 Crewe Road, George Town, P.O. Box 1120 SAV, Grand Cayman, KY1-1503, Cayman Islands

PARTICULARS OF CLAIM

1. The Plaintiff **ONE GROUP LTD T/A CASH XPRESS** is a duly incorporated Cayman Islands company registered under the Cayman Islands Companies Act (2021 Revision).
2. By written contract dated **9th of April 2022** the Plaintiff granted the Defendant a personal loan in the sum of **CI\$800.00** (Eight Hundred Cayman Islands Dollars).
3. The contract included an express term that payment(s) were to be made on the **30th of May 2022** in full.
4. The contract included an express term that interest on the unpaid principal which is calculated at the rate of **10% per week** and added to the loan daily.
5. The contract included an express term that default carries a one-time penalty fee that will be added to the loan account.
6. The Plaintiff levied charges and assessments by way of monthly payment reminders and statements in keeping with the specified repayment timetable and sent to the Defendant stating that payment due for the month and the cumulative debt inclusive of the interest at that time.
7. Despite the repeated demands by the Plaintiff on the following date corresponding via WhatsApp and Email:
 - a. **28th of September 2022**
 - b. **3rd of October 2022**
 - c. **28th of October 2022**
 - d. **1st of December 2022**
 - e. **9th of December 2022**
 - f. **23rd of March 2023**

The Defendant has failed or refused to make payment to bring loan to full repayment.

8. By reasons of the Defendant's failure or refusal to make payment the Defendant has breached the written contract.
9. The amount of principle, interest and fees owing as of the ~~22nd~~ ^{20th June} of ~~May~~ 2024 is ^{N.B} **CI\$10,521.48**
10. The Defendant defaulted on the terms of payment and as of the date of the commencement of the proceeding the Defendant, pursuant to the terms of the Loan Agreement, owed to the Plaintiff the sum of **CI\$ 800.00**, plus interest of **CI\$8,221.48** that sum continues to accrue at the rate of **CI\$ 11.40** per day.
11. If within the time for returning the Acknowledgement of Service, the Defendant pays the Plaintiff the amount claimed of **CI\$10,521.48** and all filing fees and interest claimed all further proceedings will be stayed.
12. As a result of the above the Plaintiff is entitled to the relief claimed in the proceeding.

AND the Plaintiff claims:

1. Principal, interest and fees totalling CI\$ 10,521.48;
2. CI\$383.85 in pre-judgement interest from the 16th November 2022 to ^{20th June} ~~22nd~~ May 2024 at N.B the rate of 2 3/8% per annum in accordance with Judicature Act (2021 Revision) and Judgement Debt (CI\$0.69) Rules as amended from time to time;
3. Cost; and of CI\$150.00 administration
4. Such further and other relief as the Court may deem just.



Plaintiff's Signature

Suite 102, 260 Crewe Road, George Town

P.O. Box 1120 SAV
Grand Cayman, KY1-1503

Cayman Islands

Phone: 345-333-0456

Email:ezpay.ci@gmail.com

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: ONE GROUP LTD T/A CASH EXPRESS

PLAINTIFF

AND: HUSAM OTONIEL ROCHEZ

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

4. State Defendant's name and address -

5. State whether the Defendant intends to contest the action.

Yes

No

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

Yes

No

7. 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 _____, 20__

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