



THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC of 2023

BETWEEN THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION CO-OPERATIVE CREDIT UNION LTD. PLAINTIFF

AND SANUIA HENRY DALE HENRY DEFENDANTS

PLAINT

TO: Mrs. Sanuia Henry
 Mr. Dale Henry
 PO Box 1781
 Grand Cayman KY1-1109
 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 the 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, Grand Cayman KY1-1106, Cayman Islands, 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 Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement 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 26th day of April, 2023

See overleaf for particulars of the Plaintiff's claim.

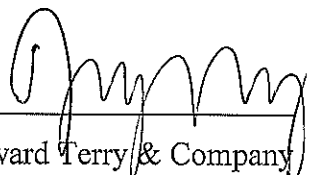
PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a credit union pursuant to the Co-operative Societies Law (Revised) of the Cayman Islands. The Plaintiff's address is PO Box 1450, Grand Cayman KY1-1110, Cayman Islands.
2. The Defendants are individuals and their mailing address is PO Box 1781, Grand Cayman KY1-1109, Cayman Islands (the "Defendants").
3. The Defendants entered into an agreement with the Plaintiff on 5 September 2018 for an Xpress Back to School loan in the amount of CI\$11,000.00 (the "Loan Agreement"). The terms of the Loan Agreement were, inter alia, as follows:
 - a. That the Defendants would repay the principal sum to the Plaintiff with interest of 12% on the unpaid balance, in monthly instalments of CI\$366.00, over a period of 36 months, commencing October 2018.
 - b. In the case of any default, unless excused by the Board of Directors of the Plaintiff, the entire balance of the loan shall become immediately due and payable on demand; and
 - c. The Defendants, jointly and severally, agreed to pay all fines imposed in accordance with the rules of the Plaintiff, for failure to comply with the terms of the Loan Agreement, together with all costs or expenses, including legal fees, incurred in the collection of any sum due.
4. The Plaintiff advanced the loan amount of CI\$11,000.00 to the Defendants in accordance with the Loan Agreement.

5. The Defendants defaulted on the terms of payment contained in the Loan Agreement.
6. As at 31 January 2023, the Defendants, pursuant to the terms of the Loan Agreement, owed the Plaintiff the sum of CI\$7,776.82, exclusive of costs. Interest on that sum continues to accrue at the rate of CI\$2.38 per day.
7. Notwithstanding the demand for payment pursuant to the terms of the Loan Agreement, the Defendant has failed or neglected to make payment to the Plaintiff.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFF claims:

- a) CI\$7,776.82, inclusive of interest, being the total sum due as at 31 January 2023;
- b) Pre and post judgment interest from 31 January 2023 at the rate of 12% on the unpaid balance in accordance with the Loan Agreement;
- c) Alternatively, pre and post judgment interest in accordance with the Judicature Law (Revised) and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Costs and following the issuance of the Plaint to be taxed if not agreed; and
- e) Such further and other relief as this Court may deem just.


Woodward Terry & Company
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$7,776.82 inclusive of interest of CI\$1,151.05 as at 31 January 2023. The amount of the filing fees to commence this action is CI\$25.00. If, within the time for returning the acknowledgment of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraphs 3(a) above;
2. The prescribed rate of interest is 12% on the unpaid balance;
3. The date from which interest is payable is October 2018;
4. The total interest claimed as at 31 January 2023 is CI\$1,151.05; and
5. The amount of interest accruing due each day is CI\$2.38.

This Plaint was filed by Woodward Terry & Company, Attorneys-at-Law, for and on behalf of the plaintiff whose address for service is PO Box 822, Suite # 10, 2nd Floor, Jack & Jill Building, 19 Fort Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC of 2023

BETWEEN THE CAYMAN ISLANDS CIVIL SERVICE PLAINTIFF
ASSOCIATION CO-OPERATIVE CREDIT
UNION LTD.

AND SANUIA HENRY DEFENDANTS
DALE HENRY

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 the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____ 2023

See Overleaf

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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 default judgement may be entered against you.