



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2023

B E T W E E N:

**PROVEN BANK (CAYMAN) LIMITED (PREVIOUSLY
KNOWN AS FIDELITY BANK (CAYMAN) LIMITED)**

Plaintiff

AND

BRITTNY LOANY BUSTILLO

Defendant

WRIT OF SUMMONS

TO: Brittny Loany Bustillo
P.O Box 1558
Grand Cayman, KY1-1110
Cayman Islands

THIS WRIT OF SUMMONS 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 Writ 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 these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 28th day of September 2023

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a Class A Bank organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. By a Certificate of Incorporation of Change of Name, the Plaintiff changed its name from Fidelity Bank (Cayman) Limited to PROVEN Bank (Cayman) Limited on 28 July 2022.
3. The Defendant is an individual who resides in the Cayman Islands with the mailing address P.O Box 1558, Grand Cayman KY1-1110, Cayman Islands.
4. The Defendant entered into a Personal Loan Agreement and a Credit Card Facility with the Plaintiff, the particulars of which are set out below. The Defendant has since defaulted on the payment terms of both facilities. By this Writ of Summons the Plaintiff claims for the sums owing under both facilities.

Personal Loan Agreement

5. Pursuant to a Credit Facility Letter dated 10 December 2020 and Promissory Note dated 11 December 2020, the Plaintiff agreed to advance to the Defendant the sum of CI\$50,000.00 plus interest thereon of 13% per annum to be repaid by monthly instalments of CI\$909.60 over a term of 84 months or, in the alternative, upon demand (the "**Personal Loan Agreement**").
6. In breach of the Personal Loan Agreement, the Defendant failed to pay the monthly instalments as and when due. Accordingly, the Plaintiff, through its attorneys, issued a Formal Demand Letter dated 18 July 2022 demanding payment of the arrears due under the said

Agreement and failing which the entire outstanding sum would become due and owing. The said Demand Letter was personally served on the Defendant on 19 July 2022.

7. Following demand being made for the outstanding debt under the Personal Loan Agreement, the Defendant made one payment of CI\$500.00 on 1 February 2023, for which the Plaintiff gives her credit. However, the Defendant has failed to comply with the Formal Demand letter and the Plaintiff has suffered loss and damage as a result.
8. Accordingly, the Plaintiff claims the principal sum of CI\$42,309.70 under the Personal Loan Agreement, as well as accrued interest in the amount of CI\$7,203.17 together with pre- and post-judgement interest from 21 September 2023 at the contractual rate of 13% per annum and continuing at the rate of CI\$15.07 per diem.

Credit Card Facility

9. On or around 31 May 2017, the Defendant entered into an agreement with the Plaintiff for a credit card (the “**Credit Card Facility**”). The terms of the Credit Agreement were, *inter alia*, as follows:
 - a. that the Plaintiff would advance credit to the Defendant;
 - b. that the Defendant would repay a minimum monthly amount of US\$50.00 or 5% of the advanced credit, whichever was the greater;
 - c. that Interest would accrue on the balance at the rate of 18% per annum; and
 - d. that the Defendant would be liable for the Plaintiff’s collection costs and legal fees in the event that the Defendant defaulted on the payment terms.
10. The Plaintiff advanced credit to the Defendant from time to time in accordance with the terms of the Credit Agreement.

11. In breach of the Credit Agreement, the Defendant failed to repay the outstanding sums as and when due. Accordingly, the Plaintiff, through its attorneys, issued a Formal Demand Letter demanding the outstanding sum due under the Credit Agreement. The said demand was personally served on the Defendant on 24 August 2023.
12. The Defendant failed to comply with the Formal Demand letter and, the Plaintiff has suffered loss and damage as a result.
13. Accordingly, the Plaintiff claims the sum of US\$1,242.77 under the Credit Card Facility, together with pre- and post-judgment interest from 21 September 2023 at the contractual rate of 18% per annum and continuing at the rate of US\$0.61 per diem.
14. Alternatively, the Plaintiff claims pre- and post-judgment interest, on both facilities, in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375%, for such period as the Court deems just.

AND THE PLAINTIFF CLAIMS:

- a) The outstanding sum on the Personal Loan Agreement of CI\$49,512.87;
- b) Pre- and post-judgment interest from 21 September 2023 at the contractual rate of 13% per annum and continuing at the rate of CI\$15.07 per diem in accordance with the terms of the Personal Loan Agreement;
- c) The outstanding sum on the Credit Card Facility of US\$1,242.77;
- d) Pre- and post-judgment interest from 21 September 2023 at the contractual rate of 18% per annum and continuing at the rate of US\$0.61 per diem in accordance with the terms of the Credit Agreement;
- e) Alternatively, pre- and post-judgment interest, on both facilities, in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% for such period as the Court deems fit;
- f) Costs; and

g) Such further and other relief as this Court may deem just.

HSM chambers

**HSM Chambers
Attorneys-at-Law for the Plaintiff**

INDORSEMENT

The amounts claimed in respect of the Personal Loan Agreement is CI\$49,512.87 and in respect of the Credit Agreement is US\$1,242.77. The amount of the filing fees to commence the proceeding is CI\$200.00 plus Ad Valorem in the sum of CI\$395.13. If, within the time for returning the acknowledgement 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 Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual terms upon which interest is claimed are as set out in paragraphs 5 and 9(c) above;
2. The prescribed rate of interest on the Personal Loan Agreement is 13% per annum and on the Credit Card Facility is 18% per annum;
3. The date from which interest is payable on both Agreements is 21 September 2023; and
4. The amount of interest accruing due each day is CI\$15.07 on the Personal Loan Agreement and US\$0.61 on the Credit Card Facility.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 309430-0410)

No.8

Acknowledgment of service of writ of summons (O.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

***See over for notes for guidance
Please complete overleaf***

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2023

B E T W E E N:

PROVEN BANK (CAYMAN) LIMITED (PREVIOUSLY KNOWN AS FIDELITY BANK (CAYMAN) LIMITED)

Plaintiff

AND

BRITTNY LOANY BUSTILLO

Defendant

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*).
 yes no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for
[Defendant in person]
Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

HSM Chambers
68 Fort Street
PO Box 31726
George Town
Grand Cayman KY1-1207
CAYMAN ISLANDS

Ref: 309430.0410

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney indorsement]