



Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN: LISE BROUSSEAU

Plaintiff

AND: WINSOME ANDREA PRENDERGAST

Defendant

To the **Defendant**

Unit 17, 125 Adonis DR. W.B. Grand Cayman, Cayman Islands, Cell 345.516.5241/Bus 345.916.0729

18850 SW 294th Terrace, Homestead, Florida, USA 33030, 1.786.481.9663/1.305.505.6694

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this **Plaint** 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 30 day of August 20 24

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. A Notarized Promissory Note dated February 28, 2024, for a personal loan from the **Plaintiff** to the **Defendant** in the amount of **CI \$100,000.00 dollars (One Hundred Thousand Dollars)**.
2. **Six (6 month term**. February 5th, 2024, to August 5th, 2024
3. **Ten (10) % interest FIXED RATE** amounts to **CI \$10,000.00 (Ten Thousand Dollars)**.
4. Loan plus interest, totaling **CI \$110,000.00 (One Hundred and Ten Thousand Dollars)** due August 5, 2024, **IS IN CI CURRENCY AND NOT USD CURRENCY.**
5. Contract states FEES AND COSTS: Borrower shall pay all costs pertaining to this agreement.
6. The contract also specifies **CI \$100,000.00 dollars (One Hundred Thousand Dollars) transferred out must be repaid at the same rate value withdrawn in USD from the LENDER'S account. USD \$121,951.20.** (One Hundred and Twenty-One Thousand, Nine Hundred and Fifty-One, and 20 cents must be repaid in this amount.
7. The contract states the **interest in CI \$10,000.00 (Ten Thousand Dollars)** must be repaid. If there is a transfer from CI deposited to USD account, the **Defendant** must account for the exchange rate. The Defendant's accountant is aware of the .84 exchange rate bank charges when depositing from a CI account to a USD account and the loss of exchange rate. Loan states amount owing in **CI \$110,000.00. (One Hundred and Ten Thousand Dollars)**
8. June 29th, 2024, a prepayment of **CI \$3,000.00**, (Three Thousand Dollars) was deposited in my CI account.
9. The balance of the loan owing from the **DEFENDANT is CI \$107,000.00, (One Hundred Thousand and Seven Hundred Dollars)**. Or **USD \$127,380.95 (One Hundred and Twenty Seven Thousand, Three Hundred and Eighty Dollars and Ninety-Five cents)**. If the Defendant transfers CI currency to my USD account, it must be at a conversion rate of .84 to amount to the full amount of the loan and interest, being **CI \$110,000.00. (One Hundred and Ten Thousand Dollars)**
10. Aug 12th, 2024, a late payment from RBC bank of **CI \$101,999.99. (One Hundred and One Thousand, Nine Hundred and Ninety-Nine Dollars and ninety-nine cents)** was transferred into my USD account. With the exchange rate at .84 converted to USD **\$121,428.53.**
11. **CI \$5,000 (Five Thousand) is still due as of August 27th, 2024. Or .84 conversion rate in USD \$5,952.42 (Five Thousand, Nine Hundred and Fifty-Two dollars and Forty-Two cents.)**
12. If the **Defendant** wishes to transfer from RBC in CI to my CNB USD account, at .84 exchange rate, the amount to be deposited in CI to USD will be in the amount of **USD \$**
13. The **Defendant's** accountant, her daughter, ShellyAnn Barnaby, refuses to pay the remaining balance due. The **Defendant's** daughter is reading/assuming the contract interest rate is per annum. Nowhere in the contract states per annum. It is a **fixed rate of 10% of the CI \$100,000.00 CI 6-month term in CI.**

14. The **Defendant** is not willing to correct the accountant's misinterpretation of the contract, when knowing exactly what our agreement is. Full payment of **CI \$10,000.00 (Ten Thousand Dollars)** interest is of our agreement, verbally and stated in the contract.
15. After many attempts via text and emails to recover the remaining **CI \$5000.00 (Five Thousand Dollars)**, communication have broken down and I was advised to seek a lawyer from the **DEFENDANT**, and to stop harassing her and her family.
16. Email from the **DEFENDANT**
 On Wed, Aug 14, 2024 at 9:23 AM, Winsome Prendergast <winsomea.prendergast@gmail.com> wrote:
 Good Day Lise:
 The contract was sent to the Accountant ShellyAnn in your presence as you insisted that I sent it to her, stating that if anything should happen to me you need to be paid.
 Now ShellyAnn interpret the contract as stated and she made the repayment of the CI\$ 100,000.00 plus the interest representing 10% fixed term interest for 6 months as per the contract. This is a final payment of the amount owing to you.
If you believe our accountant interpret the contract incorrectly, and made an incorrect repayment, please contact an attorney.
 Best Regards,
Winsome A. Prendergast (Mrs.)
 Asc. (Hon) Public Admin, Cert. (Hons) Public Admin, Post Graduate Cert. (Merit) Management
 George Town, Grand Cayman, CAYMAN ISLANDS, Tel: +1 (345) 516-5241
17. I advised the **Defendant** via numerous emails, as well to her daughter copied in, and WhatsApp messages, on numerous occasions, up to August 23rd, 2024, that I would be taking legal action, and have spoken with lawyers, if the loan was not paid back in full within another 48 hrs.
18. Thus far the full payment of the loan is still outstanding by 19 days.
 IF THE DEFENDANT PREFERS TO REPAY FROM CI INTO MY USD ACCOUNT, IT MUST COMPENSATE FOR THE CONVERSION RATE OF .84 AS THE CONTRACT STATES CI LOAN.

5-Feb	LOAN OUT PLAINTIFF		100,000.00	.82 EX RATE	\$121,951.20
	Defendant owing loan plus interest		110,000.00		
29-Jun	DEFENDANT PAYMENT CI TO CI ACCOUNT	CI	(3,000.00)		
	DEFENDANT BALANCE OWING		107,000.00	0.84 EX RATE	\$127,380.95
AUG 12,	DEFENDANT CI DEPOSIT TO PLAINTIFF USD ACCOUNT		101,999.99	0.84 EX RATE	(\$121,428.53)
	DEFENDANT OWING TO PLAINTIFF		5000 CI OR	0.84 EX RATE	\$5,952.42

AND the Plaintiff claims:

'Prayer for Relief' for the below. The outstanding amount, short on loan, monetary compensation due to conversion rates, Pre impost judgement interest, and fixed cost the filing fee and bailiff's fees, photocopies. I may have to reach out to the Defendant to be served in the United States.

1. The sum of outstanding amount on loan and interest due:
Currency **CI \$5,000 (Five Thousand Dollars).**
Or .84 conversion rate
Currency **USD \$5,952.42 (Five Thousand, Nine Hundred and Fifty-Two dollars and Forty-Two cents.)**

- 2 Interest in the sum of _____, calculated at the prescribed rate from to date.

- AND

- 3 Fixed costs of **CI \$150.00**, alternatively costs to be assessed.



Plaintiff's Signature:

Plaintiff's address for service

112 Worthing Dr. W.B. Grand Cayman, Cayman Islands Cell number: 345.927.5886 Email: brosseaulise@yahoo.ca

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: **Lise Brosseau**

Plaintiff

AND:

Winsome Andrea Prendergast

Defendant

ACKNOWLEDGMENT 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 Plaint is acknowledged accordingly.

Dated this _____ day of _____, 20__

Defendant's Signature

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 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

On the 5th day of February, 2024 hereinafter known as the "Start Date", Ms. Winsome Andrea Prendergast of 184 Tropical Crescent, Unit 1, P.O. Box 12053, KY1 1010, APO Grand Cayman, Cayman Islands, hereinafter known as the "Borrower", has received and promises to payback Lise Brosseau of 17, 125 Adonis Dr., P. O. Box 455 WB, KY1 1302, Grand Cayman, Cayman Islands, hereinafter known as the "Lender", the principal sum of One Hundred Thousand Cayman Island Dollars (KYD\$100,000.00 equivalent to \$121951.20 USD) with a fixed interest rate of ten percent (10%) for the 6 month term.

The Borrower will put forth his best effort to ensure that the balance of the condominiums will be sold off within a reasonable timeframe of 6 months.

Borrower will advise the Lender immediately upon the sale of the properties and the scheduled closing date.

- 1. PAYMENTS: The full balance of the Borrowed Money, is due and payable immediately upon the sale and closing date of the Property

LUMP SUM – Borrower shall pay a lump sum to be made in-full, principal and interest included, of One Hundred Thousand Cayman Island Dollard to the Lender

- 2. PROPERTY: Block 9A and Parcel 11, 125 Adonis Dr., Grand Cayman, Cayman Islands.
- 3. FEES AND COSTS: Borrower shall pay all costs pertaining to this agreement.
- 4. MODIFICATIONS: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.
- 5. CONFLICTING TERMS: The terms of this Note shall control over any conflicting terms in any referenced verbal or written agreement or documents.
- 6. GOVERNING LAW: This Note shall be governed under the laws set for the in the Cayman Islands.
- 7. SIGNATURE AREA:

Lenders Signature

Print Name: Lise Brosseau Signature: [Signature] Date: Feb 28/24

Borrower's Signature

Print Name: Winsome Prendergast Signature: [Signature] Date: February 28, 2024

Witness's Signature

Witness Name: _____ Signature: _____ Date: _____

Notary Public/Justice of the Peace

Name: CHERYL MYLES Signature: [Signature] Date: Feb 28-2024



Justice of the Peace
ID# CM0063/21

Beneficiary

Account No. 011-16014

Account Type **Checking**

Beneficiary name |***** B**** C***** L***** T** |***

Currency **KYD**

Payment

Amount **KYD 100,000.00**

Converted Amount **USD 121,951.20**

Exchange Rate 1.219512

Date **04/02/2024**

Beneficiary Comments **loan to Winsome Prenderghast**

Warnings



Please be advised that payments that are not received within the bank's normal business hours may not be processed until the next business date.



The exchange rates are only indicative for immediate transactions. Future dated or recurring transaction rates may differ according to market rates.



Third Party Transfer Within Bank

Cyber Receipt

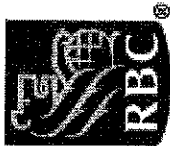
Debit Account No.	011-16014
Debit Account Description	Corporate Chequing - KYD
Debit Account Holder ID	126077
Debit Account Currency	KYD
Payment Date	29-06-2024
Payment Currency	KYD
Payment Amount	3,000.00
Beneficiary's Account No.	012-39416
Beneficiary's Account Type	Savings
Beneficiary's Name	L*** B*****
Beneficiary's Account Currency	KYD
Beneficiary Comments	Part Refund Payment Re Loan to IBCL
Transaction Date	29-06-2024

[Cyber Receipt Reference 85DB-AB4B-4824-59DF]

Generated at 29/06/2024 12:02

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Cayman National Bank Ltd, Peter A. Tomkins Building | 200 Elgin Avenue | PO Box 1097 | Grand Cayman KY1-1102 | Cayman Islands Tel 345 949 8300/345 949 4655 | Fax 345 949 4997 | Web: www.caymannational.com



Royal Bank

Official Record

Transfer Details

From Company Name ISLAND BLISS CAYMAN LIMITED T/A IBCL DEVELOPMENT

From Checking (0267)

Beneficiary Name LISE BROSSEAU

Beneficiary Account Number 02225192

Beneficiary Reference FULL REPAYMENT OF LO

Amount: 101,999.98 KYD

When Aug 12, 2024

Processed Aug 12, 2024

Frequency One Time

Status

Completed

Originator to Beneficiary Info

FULL REPAYMENT OF LOAN BALANCE AND INTEREST - 6 MONTHS

Additional Information

Created By

WINSOME PRENDERGAST

Created Date

Aug 12, 2024

Approved By (2)

SHELLY-ANN BARNABY

Approved Date (2)

Aug 12, 2024

Destination Currency:

KYD

Transaction ID

612668

Approval Flow ID

7376538

Purpose

18

Beneficiary Bank Info

Bank Name

CAYMAN NATIONAL BANK LTD