



THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: OF 2025

IN THE MATTER OF THE REGISTERED LAND ACT (REVISED)

BETWEEN: THE CAYMAN ISLANDS CIVIL SERVICE
ASSOCIATION CO-OPERATIVE CREDIT UNION
Plaintiff

AND: LISA CELENA PEARCE
Defendant

WRIT OF SUMMONS

To Lisa Celena Pearce of PO Box 515, Grand Cayman, KY1-4106, 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 following pages.

Within 14 days after 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, George Town, Grand Cayman KY1-1106, 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 judgement may be entered against you forthwith without further notice.

ISSUED this 28th day of August 2025.

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 registered in the Cayman Islands under the provisions of the Cooperative Societies Act (Revised) and operates as a not-for-profit organization receiving savings and making loans to members.
2. The Defendant is a member of the Plaintiff.
3. By way of a loan agreement dated 5 February 2025 (the "Loan Agreement") the Plaintiff loaned to the Defendant the sum of CI\$50,000.00.
4. The purpose of the loan was to consolidate the Defendant's debt and repay an:
 - a) existing CI\$15,000.00 line of credit with the Plaintiff, and
 - b) outstanding debt owed to Onestop Auto Rentals and Loans Company ("Onestop") in the amount of CI\$35,000.00.
5. The terms of the Loan Agreement were, inter alia, as follows:
 - a) That the Defendant would repay the principal sum to the Plaintiff with interest at a rate of 11% per annum by monthly instalments of CI\$1,098.00 within 60 months, commencing 31 March 2025;
 - 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 Defendant 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.

6. The Plaintiff approved the loan and made the funds available to repay the existing line of credit and debt owed to Onestop.
7. Despite the Defendant's written indication that she would use the funds from the loan to pay off the debts listed in paragraph 4 above, the Defendant failed to do so.
8. In relation to the existing CI\$15,000.00 line of credit, funds were allocated to repay the credit facility, but the Plaintiff's posting officer did not immediately close the line of credit after the internal payment was applied.
9. The Defendant retained access to the line of credit for a short period and made the following withdrawals between 14 February 2025 – 20 February 2025, once again maxing out the line of credit:
 - a) 14 February 2025 - CI\$2,500,
 - b) 15 February 2025 - CI\$3,000,
 - c) 16 February 2025 - CI\$5,647.24,
 - d) 19 February 2025 - CI\$3,700, and
 - e) 20 February 2025 - CI\$300.
10. Pursuant to the Loan Agreement, the Plaintiff issued a draft in the amount of CI\$35,000.00 payable to Onestop.
11. Onestop maintains a business account at Cayman National Bank ("CNB").
12. A representative of Onestop deposited the cheque to their CNB bank account.
13. Onestop subsequently purchased a CNB draft in the amount of CI\$ 35,000.00 payable to the Defendant (the "Draft").
14. On 21 February 2025, the Defendant visited the Plaintiff and deposited the Draft to her savings account with the Plaintiff.

15. The Plaintiff's Teller accepted the Defendant's deposit, citing "return of loan proceeds" as the reason for the deposit.
16. On that same day, 21 February 2025, the Defendant transferred the proceeds from the Draft (CI\$35,000.00) to a third party.
17. The Plaintiff is not aware what the proceeds from the Draft were used for as there does not appear to have been a legitimate debt owed to Onestop.
18. The Defendant defaulted on the monthly repayments pursuant to the Loan Agreement.
19. The rules of the Plaintiff at section 20 (C) provides that:

"If the information stated in the application are found to be misrepresented, or where the money disbursed is used for some other purpose than that for which it was borrowed, the loan shall become immediately due and payable."
20. By letter dated 10 June 2025, the Plaintiff demanded the Defendant pay the outstanding loan amount which, at that time amounted to CI\$60,114.87.
21. Notwithstanding the demand for payment, the Defendant failed or neglected to make payment of the full amount.
22. On the 19 June 2025 and 9 July 2025, the Defendant made payments toward the outstanding debt, reducing the amount owed to the Plaintiff to CI\$54,592.24.
23. The Plaintiff stopped charging interest pursuant to the Loan Agreement on 31 July 2025 because of the delinquent status.
24. As a result of the above, the Plaintiff is entitled to the relief claimed.

AND THE PLAINTIFF claims:

- (a) C\$ 54,592.24, inclusive of interest calculated through to 31 July 2025;
- (b) Costs, and following the issuance of the Writ to be taxed if not agreed;
and
- (c) 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\$ 54,592.24 inclusive of interest of CI\$ 367.15 as at 31 July 2025 when the Plaintiff stopped charging interest pursuant to the Loan Agreement. The amount of the filing fees to commence this action is CI\$225.00. 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 Writ, 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 paragraph 5 above;
2. The prescribed rate of interest is at a rate of 11% per annum;
3. The date from which interest is payable is 31 March 2025;
4. The total interest claimed as at 31 July 2025 is CI\$ 367.15; and
5. The Plaintiff stopped charging interest pursuant to the Loan Agreement on 31 July 2025. Going forward there is no interest accruing daily.

This Writ 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 of writ of summons**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 the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, 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 3), 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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.

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Plaintiff

AND: LISA CELENA PEARCE
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 cost of applying to set
aside.

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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

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 communications 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.

Woodward Terry & Company
Attorneys-at-Law
PO Box 822, Suite # 10, 2nd Floor
Jack & Jill Building, 19 Fort Street
George Town, Grand Cayman
Cayman Islands
British West Indies

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

