



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2025

BETWEEN:

STRATEGIC FINANCIAL SOLUTIONS LTD

PLAINTIFF

AND:

KAREN WOODS

DEFENDANT

PLAINT

TO THE DEFENDANT:

Karen Woods of 111 Royal Palms Drive, Savannah, P.O. Box 438, KY1-1502, Grand Cayman, 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 fourteen (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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 judgment** without further notice to you.

Issued this 12th day of November 2025.

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

IMPORTANT

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

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

PARTICULARS OF CLAIM

1. The Plaintiff is a limited liability company providing professional accounting services in the Cayman Islands.
2. Barbara O'Donnell is the sole director of the Plaintiff and undertakes all engagements on behalf of the Plaintiff. Ms O'Donnell is an accountant who qualified in the United States of America in 1967. Ms O'Donnell has been resident in the Islands for twenty years and is a Caymanian status holder.
3. The Defendant is an individual resident in the Islands to whom the Plaintiff had provided accounting services at various times since 2021 at an agreed rate of KYD250 per hour. Invoices are due and payable upon receipt, by transfer to the Plaintiff's local bank account.
4. Save for the invoices described at paragraphs 6 and 8 below, all previous invoices have been settled by the Defendant. The agreed terms of the business relationship as described at paragraph 3 above have accordingly been confirmed by the prior course of conduct of the Parties.
5. Between July and September 2025, the Plaintiff provided further professional accounting services to the Defendant at the same hourly rate.
6. On 5 September 2025, the Plaintiff issued an invoice for services provided to the Defendant between 29 July 2025 and 4 September 2025 in the sum of KYD8,687.50 / USD10,594.51. The invoice was sent by email to the Defendant at 12:35pm on 5 September 2025. A true copy of that invoice is appended to this Plaintiff.

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

7. On 12 September 2025, the Defendant wrote a WhatsApp message to Ms O'Donnell terminating the business relationship. The Defendant wrote:

"I cannot afford you. I will pay you, but, I have to save myself and remove your high rates."

8. Further to the termination of the business relationship, at 10:24am on 13 September 2025, Ms O'Donnell emailed a final invoice to the Defendant in the sum of KYD2,625 / USD 3,201.22 for services provided on 6 and 7 September 2025. A true copy of invoice is appended to this Plaintiff.
9. The invoices were not paid.
10. On 2 and 6 October 2025. The Plaintiff's attorneys sent emails to Ms O'Donnell demanding the return of the Defendant's files and passwords.
11. On 6 October 2025 the Plaintiff's attorneys wrote to the Defendant's attorneys, enclosing the invoices. The Plaintiff's attorneys confirmed that Ms O'Donnell was ready and able to immediately comply with the request for delivery up of the files and passwords, but that the Defendant must first receive payment on the two outstanding invoices.
12. No further communications were received from the Defendant or her attorneys. On 27 October 2025 the Plaintiff's attorneys wrote a letter before action addressed to the Defendant's attorneys demanding payment of the outstanding invoices. No response was received.
13. In breach of the agreed terms under which the Plaintiff would provide professional services to the Defendant, the invoices have still not been paid.

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

14. The Plaintiff has not been paid the sums due on the 5 September 2025 invoice or the 13 September 2025 invoices, in the total sum of KYD11,312.50 / USD13,795.73 (**the Debt**)

The Plaintiff is entitled to immediate payment of the Debt

11. The Plaintiff further seeks, and is entitled, to interest pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this Honourable Court thinks just.

AND THE PLAINTIFF CLAIMS:

1. Principal debt of USD13,795.73
2. Interest on the following terms:
 - a. USD46.28 to reflect 67 days of interest at the rate of 2%% per annum¹ (or daily rate of USD0.69 for the USD10,594.51 due on the 5 September 2025 invoice until the date the Plaint was issued;
 - b. USD12.31to reflect 59 days of interest at the rate of 2¾% per annum (or the daily rate of USD0.21 for the USD 3,201.22 due on the 13 September 2025 invoice until the date the Plaint was issued;

¹ See the Twelfth Schedule to the Judgment Debts (Rates of Interest) Rules (2021 Revision)

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- c. USD0.89 per day from the date of the Plaintiff to the date Judgment is entered; and
 - d. Post-Judgment interest from the date of judgment until the date payment of the judgment debt in full.
- 3. Costs, which currently stand at USD3,585.00 exclusive of disbursements and filing fees.
 - 4. Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of **USD13,795.73** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelsons Legal
Attorneys for the Plaintiff

Plaintiff's address for service:

Nelsons, The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands.

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**CAUSE NO. SC OF 2025****BETWEEN:****STRATEGIC FINANCIAL SOLUTIONS LTD****PLAINTIFF****AND:****KAREN WOODS****DEFENDANT****ACKNOWLEDGEMENT OF SERVICE**

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

☐ YES☐ NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

☐ YES☐ NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Complaint is acknowledged accordingly.

Defendant's Signature**Dated this _____ day of _____ 2025**

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

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, 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.

Nelsons Legal
The Grand Pavilion
802 West Bay Road
Grand Cayman
Ref: KM/5340-00007

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

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

1. The accompanying form of **Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 Acknowledgement 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 installments or otherwise.

See over for notes for guidance

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)

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 Court's 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

This **PLAINT** was filed by Nelsons Legal, attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands. (Ref: ND/5249-00004)