



THE GRAND COURT OF THE CAYMAN ISLANDS
DIVISION

CAUSE NO: OF 2026

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

AND: OWEN WHATA
Defendant

WRIT OF SUMMONS

TO: Mr. Owen Whata
PO Box 11226, Grand Cayman KY1-1008
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 22nd day of April, 2026

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 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 Defendant is an individual and their mailing address is PO Box 11226, Grand Cayman KY1-1008, Cayman Islands.
3. The Defendant entered into an agreement with the Plaintiff on 28 August 2025 for an unsecured debt consolidation loan in the amount of CI\$49,000.00 (the "Loan Agreement").
4. The terms of the Loan Agreement are 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\$839.00 over a period of 84 months, commencing 29 September 2025.
 - b. The Defendant agreed to pay a share contribution at a minimum rate of 5% or CI\$50.00, whichever is greater until the loan is repaid.
 - c. 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.
 - d. The Defendant's loan shall also become due and payable if the Defendant becomes bankrupt or leaves the Cayman Islands without giving at least 6 months' notice or loses their membership in the Plaintiff.
 - e. The Defendant jointly and severally promises to pay all fines imposed in accordance with the rules of the Plaintiff for failure to comply with the

terms of the loan together with all costs, legal fees and expenses incurred in the collection of any sum due.

5. The Plaintiff advanced the loan amount of CI\$49,000.00 to the Defendant in accordance with Loan Agreement.
6. The Defendant failed to pay the monthly instalments due to the Plaintiff in respect of the Principal Sum loaned and interest.
7. The Defendant was contacted numerous times about the delinquent state of his loan and was always aware of the loan status.
8. A demand notice dated 9 February 2026 in relation to the outstanding loan balance was served on the Defendant on 10 February 2026.
9. Notwithstanding the demand for payment, the Defendant failed or neglected to make payment of the outstanding loan balance to the Plaintiff.
10. As at 21 April 2026 the:
 - a. Defendant owed the Plaintiff CI\$52,624.70 in principal and interest. Interest continues to accrue on the loan at the rate of CI\$14.95 per day.
 - b. Defendant's loan arrears was CI\$5,873.00.
 - c. Defendant's loan was 186 days past due.
11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a. CI\$52,624.70, in relation to Loan Agreement from the Defendant, inclusive of interest calculated through to 21 April 2026;
- 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\$52,624.70, inclusive of interest of CI\$3,005.69 as at 21 April 2026. The amount of the filing fees to commence this action is CI\$200.00. If, within the time for returning the acknowledgment of service, the Defendants pay the Plaintiff or its attorneys-at-law the total amounts 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 paragraphs 4, above;
2. The prescribed rate of interest is at a rate of 11% per annum;
3. The date from which interest is payable is 29 September 2025;
4. The total interest claimed as at 21 April 2026 is CI\$3,005.69;
5. The amount of interest accruing each day is CI\$14.95.

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 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: OF 2026

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

AND: OWEN WHATA
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.

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

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3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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, the Defendant 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

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