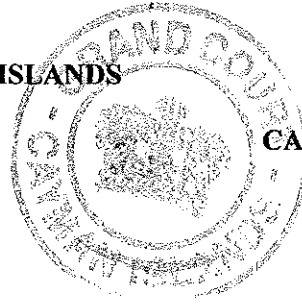


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: GO 130 OF 2015

BETWEEN: SANDRA CATRON

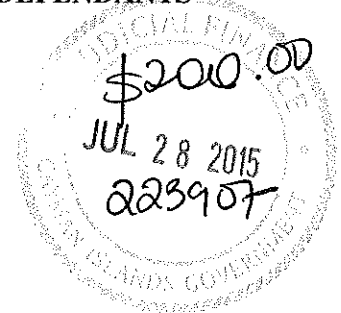
PLAINTIFF

AND: (1) THE CAYMAN ISLANDS CIVIL SERVICES ASSOCIATION CO-OPERATIVE CREDIT UNION
(2) JASON HYDES

DEFENDANTS



WRIT OF SUMMONS



TO: THE CAYMAN CIVIL SERVICES ASSOCIATION CO-OPERATIVE CREDIT UNION AND JASON HYDES.

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 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledge of Service within the time stated, or if you return the Acknowledgment of Service 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 17 July 2015

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The First Defendant is, and at all material times was, The Cayman Islands Civil Service Association Co-Operative Credit Union ("CICSA") is responsible for the torts committed by the employees under its direction and control in the performance or purported performance of their duties.
2. The Second Defendant is, and at all material times, the employee and is responsible for the his actions and all tortious acts that have followed as a result of those including but not limited to libel and disclosure of confidential information that took place in June 2014.
3. The Plaintiff now 41 years of age, at all material times resided at 125 Rackley Boulevard, Newlands, Grand Cayman, Cayman Island and is, and was, a Caymanian by birth.

Background to Plaintiff's claims

4. On the evening of June 10th 2014 after 10pm the Plaintiff commented on Facebook that "young people stop being reckless with your lives don't take naked pictures and/or videos because they end up going viral and you mess up your future" with some accompanying photos of young ladies that were circulating social media.
5. The photos were initially being widely circulated in other social media circles. However, after some persons took offense to seeing them on the Plaintiff's Facebook page they were taken down the following morning before 8am.
6. Several persons contacted the Plaintiff on June 11th 2014 to inform her that around 10am The Second named Defendant posted the following comments on Twitter/social media in relation to the Plaintiff "She better try pay her loan and stop worrying about being superwoman".
7. The Second Defendant's twitter account was completely open to the public and had been reposted numerous times.
8. The Plaintiff was able to review the tweets and re-tweets for herself. She also obtain screenshots of these including the Second Defendant requesting that others taken down what he had posted.
9. The Plaintiff immediately contacted the management CEO of the First Defendant and lodged both oral and written complaints.

10. The First Defendants issues a written apology via email on 13th June in response to the Plaintiff's complete letter.
11. The Plaintiff immediately contacted the Royal Cayman Islands Police Service and lodged a criminal complaint. Since the filing of that complaint the Plaintiff has been awaiting a ruling by the Director of Public Prosecution which was only recently received. **WHAT WAS THE RULING?**
12. The Plaintiff made an attempt to settle the matter without further litigation and in response, the First Defendants had their attorneys-at-law write the Plaintiff on 26th June denying all responsibility.
13. The Second Defendant continues to be employed at the CICSA and had never been suspended from work or face any serious consequences for his actions.

**PARTICULARS OF DEFAMATION/LIBEL AND BREACH OF
CONFIDENTIALITY**

14. The Second Defendant did unlawfully and maliciously disclose confidential bank information in an attempt to embarrass and subject the Plaintiff to ridicule.
15. The Second Defendant made public defamatory statements through internet media with the intent to harm the Plaintiff.
16. Under common law principles the First Defendant owes the Plaintiff a duty of care as it relates to confidentiality.
17. The Second Defendant's disclosure of any information pertaining to the plaintiff's business relationship with the First Defendant constitutes a breach of confidentiality without any lawful excuse.

18. The First Defendant, as a credit union/lending institution/bank, has a legal duty to not disclose client's confidential information.
19. The First Defendant as the employer of the Second Defendant is vicariously liable for his the actions of an employee that occurred at the workplace whilst the employee was on duty and subject to their First Defendants supervision.
20. The First Defendant through a lack of network security, did permit the Second Defendant to have access to confidential information, despite the fact that the Second Defendant is a

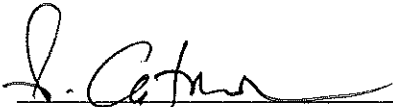
bank teller who without supervision, should not have access to the Second Defendants loan accounts.

21. The First Defendant has ineffective redundancies and security measures in place to protect customer data. In fact, the Plaintiff learned that even summer interns have access to all customer information including loan details and account balances.
22. The Plaintiff is well known in the community and has suffered reputational damages, extreme distress and potential financial losses – as she was actively seeking employment at the time.

And the Plaintiff claims:

- 1 General damages to be assessed and in addition, compensatory damages and aggravated damages together with exemplary damages to be assessed and awarded as this Honorary Court deems fit;
- 2 Psychiatric damages to be assessed on the basis of a professional report to be sought by the Plaintiff;
- 3 Interest referred to above thereon to be assessed pursuant to section 34 of the Judicature Law (2007 Revision).
- 4 Costs including fixed costs and legal fees.

Dated this 20 July 2015


Sandra Catron

TO: THE CLERK OF THE COURT

AND TO: The First and Second Defendants, care of the Cayman Islands Civil Service Association Co-operative Credit Union Limited

ACKNOWLEDGEMENT OF SERVICE

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2015

BETWEEN: SANDRA CATRON

PLAINTIFF

**AND: (1) THE CAYMAN CIVIL SERVICES ASSOCIATION CO-OPERATIVE
CREDIT UNION**

(2) JASON HYDES

DEFENDANTS

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 not intend to contest the action in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____ 2015