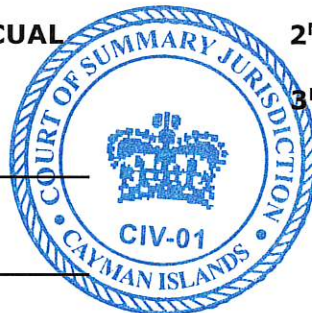


BETWEEN: CAYMAN ISLANDS DEVELOPMENT BANK PLAINTIFF

AND: EUGENE ESTUESTA PASCUAL 1ST DEFENDANT

AND: EUGENIO PINEDA PASCUAL 2ND DEFENDANT

AND: DOLOR PASCUAL 3RD DEFENDANT



PLAINT

TO: The 1st Defendant
Eugene Estuesta Pascual
83 Paxton Street
Smith Road Villas
George Town
Grand Cayman KY1-1204

To: The 2nd Defendant
Eugenio Pineda Pascual
83 Paxton Street
Smith Road Villas
George Town
Grand Cayman KY1-1204

TO: The 3rd Defendant
Dolor Pascual
83 Paxton Street
Smith Road Villas
George Town
Grand Cayman KY1-1204



THIS PLAINT 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 service of this Complaint 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 25th day of September 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a bank carrying on business at Dr. Roys Drive, George Town, Cayman Islands.
2. On or about 3 August 2007 the Plaintiff offered to lend to the First Defendant the sum of CI\$8,000.00 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by an offer letter signed by the First Defendant on 7 August 2007. The agreement is also evidenced by a memorandum of agreement between the Plaintiff and the First, Second and Third Defendants dated 7 August 2007 as accepting the terms therein.
4. By the memorandum of agreement, the Plaintiff and the Defendants agreed as follows:
 - 4.1 The Plaintiff would lend the First Defendant the sum of CI\$8,000.00, to be disbursed by a payment of CI\$8,000.00 in August 2007.
 - 4.2 The First Defendant would repay the loan by monthly instalments of CI\$366.00 over a period of 24 months commencing on 28 February 2010.
 - 4.3 Interest was payable on the principal sum at the rate of 8.95% per annum from 31 August 2007.
 - 4.4 In default of the monthly instalments, interest was payable at the rate of 10.95% per annum from the date the instalments became due to the date of payment.
 - 4.5 The Second and Third Defendants would provide a guarantee to the Plaintiff to guarantee the obligations of the First Defendant.
5. Pursuant to clause 4(2)(e) of the memorandum of agreement, the Second and Third Defendants issued a guarantee to the Plaintiff dated 7 August 2007. By the guarantee, the Second and Third Defendants jointly and severally agreed to make good any default of the First Defendant in making the payments due under the agreement and accepted liability as principal debtor under the loan.
6. Pursuant to clause 3(2) of the memorandum of agreement and the guarantee, the Plaintiff disbursed the sum of CI\$8,000.00 to the First Defendant on 9 August 2007.
7. In breach of the agreement the First Defendant failed to make the monthly repayments in accordance with the terms of the agreement. The last payment received was the sum of CI\$150.00 on 4 July 2019.
8. Despite demands made by the Plaintiff, the Defendants have failed to pay the amount due on the loan and as at 25 September 2019 the sum of CI\$12,669.39 is due and owing to the Plaintiff, arrived at as follows:

Principal Outstanding	CI\$8,055.79
Interest accrued to 25 September 2019	CI\$4,613.60
Total Outstanding	CI\$12,669.39

Interest continues to accrue on the principal sum at the rate of 7% per annum (reduced from original amount of 8.95%) or CI\$1.54 per day.

STATEMENT REGARDING INTEREST

- a. The Plaintiff seeks pre and post judgment interest at the rate of 7% per annum from 25 September 2019 to the date of payment in accordance with contract terms and the provisions of the Judicature Law.
- b. Interest is calculated in accordance with clause 4(2)(a) of the memorandum of agreement at the rate of 7% per annum on the principal sum due and owing.
- c. The current interest rate is 7%.
- d. The amount of interest owing at date of issue of the Plaintiff is CI\$4,613.60.
- e. The amount of interest accruing each day following the issue of the Plaintiff is CI\$1.54.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$12,669.39 as monies due and owing;
- (ii) Pre and post judgment interest from the date of issue of Plaintiff and interest accruing thereafter at CI\$1.54 daily until payment.
- (iii) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

KSG

KSG
Attorneys for Plaintiff

Endorsement

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of **CI\$12,669.39** and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service

4th Floor Harbour Centre
42 North Church Street
PO Box 2255
George Town, KY1-1107

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2019

BETWEEN: CAYMAN ISLANDS DEVELOPMENT BANK PLAINTIFF
AND: EUGENE ESTUESTA PASCUAL 1ST DEFENDANT
AND: EUGENIO PINEDA PASCUAL 2ND DEFENDANT
AND: DOLOR PASCUAL 3RD 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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 20__

See Overleaf

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.