

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

54  
CAUSE NO. OF 2020

BETWEEN:

FIRSTCARIBBEAN INTERNATIONAL BANK  
(CAYMAN) LTD

PLAINTIFF

AND:

LAUREL PATRICIA BROWN  
TRISHA AMANDA BROWN

FIRST DEFENDANT  
SECOND DEFENDANT



WRIT OF SUMMONS



TO: Trisha Amanda Brown  
84 Carlton Road  
Bodden Town  
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, P.O. Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 13<sup>th</sup> March 2020

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.

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** is issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Willow House, Cricket Square, George Town, Grand Cayman (Ref: DXM/14206-32021).

---

## STATEMENT OF CLAIM

---

1. The Plaintiff is a Cayman Islands Class "A" Licensed bank (the "**Bank**"), duly authorised under the laws of the Cayman Islands to, *inter alia*, offer retail banking facilities to its customers.
2. The First and Second Defendants are individuals who at all material times were resident in the Cayman Islands and customers of the Bank.
3. Following the Defendants' request for two personal loans: one for the purchase of a 2018 Hyundai Tucson ("**Facility A**") and the second to assist with travel expenses and Christmas shopping ("**Facility B**"), on 4 January 2018, the Defendants signed a facility letter (the "**Facility Letter**") agreeing to the Plaintiff's terms of repayment and promising to pay to the Bank:
  - 3.1.1 In respect of Facility A: on demand the sum of CI\$25,500.00 with interest thereon calculated and payable monthly at a rate of 1.49% above the Cayman Islands Dollar prime rate per annum; and
  - 3.1.2 In respect of Facility B: on demand the sum of CI\$10,000.00 with interest thereon calculated and payable monthly at a rate of 7.00% above the Cayman Islands Dollar prime rate per annum.
4. Upon signing the Facility Letter, in respect of Facility A, a loan in the amount of CI\$25,500.00 was advanced and established in a loan account with number 10468037 (the "**Facility A Loan Account**") and in respect of Facility B, a loan in the amount of CI\$10,000.00 was advanced and established in a loan account with number 10468038 (the "**Facility B Loan Account**"). The total amount advanced to the Defendants under the Facility Letter totalled CI\$35,500.00 plus interest thereon.
5. On or around February 2019 the Defendants defaulted on their monthly payments due under the terms of the Facility Letter. Subsequently, the Defendants' Facility A Loan Account and Facility B Loan Account each went into arrears.

6. On 14 March 2019 the Plaintiff repossessed the 2018 Hyundai Tucson (the “**Vehicle**”) which had been purchased with the monies advanced through the Facility A Loan Account.
7. On 15 March 2019 the Plaintiff issued a notice demanding payment, within seven days, of the total residual amount outstanding under the Facility Letter. The Defendants failed to respond to the demand notice and no payments have been received from the Defendant since the Vehicle was repossessed.
8. The Vehicle was eventually sold on 26 April 2019 for CI\$12,500.000 (the “**Sale Proceeds**”). The Sale Proceeds were applied to the Facility A Loan Account.
9. On 28 August 2019 the Defendants entered into a payment agreement with the Plaintiff (the “**Payment Agreement**”). The Payment Agreement provided a payment plan under which the Defendants would clear the balances outstanding under the Facility A Loan Account and Facility B Loan Account. In accordance with the terms of the Payment Agreement, the Defendants were to commence monthly payments of CI\$550.00 as of 30 September 2019 (CI\$350.00 towards the residual balance on the Facility A Loan Account and CI\$200.00 towards the residual balance on the Facility B Loan Account).
10. The Defendants failed to make any payments in accordance with the Payment Agreement and on 12 November 2019 (the “**Demand Letter**”), the Bank, through its attorneys, made a formal demand for the immediate payment of the total amounts outstanding, together with accrued interest to the date of payment, in accordance with the terms of the Facility Letter. No response was ever received from the Defendants in relation to the Demand Letter.
11. As at 13 March 2020 the total amount outstanding under:
  - 11.1.1 The Facility A Loan Account was CI\$14,808.94 including interest, which is accruing at 1.49% above the Cayman Islands Dollar prime rate per annum (currently 4.75%); and

11.1.2 The Facility B Loan Account was CI\$9,903.38 including interest, which is accruing at 7.00% above the Cayman Islands Dollar prime rate per annum (currently 4.75%).

Alternatively, the Plaintiff seeks interest on the total amounts outstanding under the Facility A Loan Account and Facility B Loan Account pursuant to section 34(1) of the Judicature Law (2017 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

		Principal Sum (CI)	Per Annum Rate	No. of days	Per Diem Amount	Total
<b>Facility A Interest:</b>						
Start Date	31/10/2019	\$14,470.09	6.24%			
End Date	13/03/2020			135	\$2.51	\$338.85
						\$14,808.94
<b>Facility B Interest:</b>						
Start Date	31/10/2019	\$9,484.88	11.75%			
End Date	13/03/2020			135	\$3.10	\$418.50
						\$9,903.38
<b>Outstanding Amount as at date of Writ</b>						<b>\$24,712.32</b>

#### STATEMENT REGARDING INTEREST

12. The Plaintiff is entitled to and claims interest on the total amounts outstanding under the Facility A Loan Account and Facility B Loan Account in accordance with paragraphs 11.1.1 and 11.1.2. It was a provision of the Facility Letter in relation to the Facility A Loan Account that interest would accrue. The agreed rate of interest in respect of the Facility A Loan Account was Cayman Islands prime rate plus 1.49% per annum. Interest was payable from 4 January 2018, which was the date in which the Facility A Loan Account was established.
13. The total amount of interest claimed from 31 October 2019 to date, is CI\$338.85. The amount of interest accruing each day thereafter is CI\$2.51.

14. Further, it was a provision of the Facility Letter in relation to the Facility B Loan Account that interest would accrue. The agreed rate of interest in respect of the Facility B Loan Account was Cayman Islands prime rate plus 7.00% per annum. Interest was payable from 4 January 2018, which was the date in which the Facility B Loan Account was established.
15. The total amount of interest claimed from 31 October 2019 to date, is CI\$418.50. The amount of interest accruing each day thereafter is CI\$3.10.

**AND THE PLAINTIFF claims:**

1. The sum of CI\$14,470.09 in respect of the Facility A Loan Account and CI\$9,484.88 in respect of the Facility B Loan Account;
2. Interest from 31 October 2019 to 13 March 2020, totalling, CI\$338.85 and accruing thereafter at the daily rate of CI\$2.51 in relation to the Facility A Loan Account and CI\$418.50 and accruing thereafter at the daily rate of CI\$3.10 in relation to the Facility B Loan Account until payment;
3. Costs; and
4. Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$24,712.32 plus further interest and costs further proceedings will be stayed.

The money must be paid to the Plaintiff or its Attorney.



---

**CAMPBELLS**

13 March 2020



**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.

**Campbells  
4<sup>th</sup> Floor Willow House  
PO Box 884  
George Town  
Grand Cayman KY1-1103  
(Ref: JAS/14206-32021)**

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

**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.