

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 00016 of 2007

BETWEEN:

CAYMAN AUTOMOTIVE LEASING LTD., LLC

Plaintiff

AND:

SHARNA BENNETT

Defendant



WRIT OF SUMMONS



TO: SHARNA BENNETT
597 Crewe Road
PO Box 35
West Bay
Grand Cayman KY1-1301

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, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgment of Service Form 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 5th day of March 2007.

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 Plaintiff is a company established under the laws of the Cayman Islands engaged in the business of leasing automobiles.
2. By an agreement in writing made 8th March 2006 between the Plaintiff as lessor and the Defendant as lessee (“the lease”) – to the full terms and conditions of which the Plaintiff will refer at the trial of the action – the Defendant agreed *inter alia* to lease from the Plaintiff a new 2005 Chrysler Pacifica motorcar, Vehicle Identification Number 2C4GM68405R579520 (“the vehicle”), for a term of 36 months commencing March 10th 2006, at a cost of CI\$25,020 payable in 36 monthly installments of CI\$695 each, plus a Security Deposit of CI\$750 and an Acquisition Fee of CI\$850.
3. It was an express condition of the lease (Clause 15) that the Defendant at her expense provide primary insurance coverage for the vehicle during the term of the lease and until the vehicle was returned to the Plaintiff, such insurance coverage to include collision insurance with a deductible no higher than CI\$750 and liability insurance with limits of no less than CI\$300,000 per accident for bodily injury and CI\$50,000 per accident for property damage.
4. It was a further express condition of the lease (Clause 16) that the Defendant at her expense maintain, service and repair the vehicle and keep the vehicle in good operating condition.
5. Clause 21 of the lease specified the liability the Defendant as lessee would incur in the event she terminated the lease before the end of its 36-month term (“early termination liability”). Early termination liability included *inter alia* liability to pay: -
 - (i) all unpaid amounts due under the lease;
 - (ii) all expenses related to recovering and preparing the vehicle for sale;
 - (iii) a CI\$300 early termination administrative fee.
6. Clause 23 of the lease specified matters or circumstances (“default events”) constituting a default by the Defendant as lessee entitling the Plaintiff as lessor to the remedies specified in Clause 24 of the lease.
7. Default events included *inter alia*: -
 - (i) failing to make any payment due under the lease;

- (ii) breaking any promise or condition in the lease;
 - (iii) failing to maintain the insurance required by Clause 15 of the lease.
8. The remedies for default provided by Clause 24 of the lease (“the default remedies”) included *inter alia*: -
- (i) liability on the part of the Defendant as lessee to make all the payments specified by Clause 21 of the lease (early payment liability);
 - (ii) the right of the Plaintiff as lessor to terminate the lease;
 - (iii) the right of the Plaintiff as lessor to take possession of the vehicle without prior demand;
 - (iv) the right of the Plaintiff as lessor to recover from the Defendant as lessee all expenses related to enforcing the lease, including reasonable attorneys’ fees and court costs;
 - (v) the right of the Plaintiff as lessor to take any reasonable action to correct the Defendant’s default and prevent loss;
 - (vi) the right of the Plaintiff as lessor to be reimbursed by the Defendant as lessee for any amounts paid by the Plaintiff as lessor that the Defendant as lessee was required by the lease to pay.
9. On or about 18th May 2006, the Defendant whilst driving the vehicle was involved in a road traffic accident in which the vehicle sustained extensive damage.
10. In breach of Clause 15 of the lease, the Defendant failed or refused to maintain the required insurance coverage and the insurers concerned – The Insurance Company of the West Indies (Cayman) Ltd. – declined to pay the cost of repairs to the vehicle. The Defendant’s failure or refusal to maintain the required insurance was a default event within the meaning of Clause 23 of the lease.
11. In breach of Clause 16 of the lease, the Defendant failed or refused to pay for the repairs to the vehicle – the cost of which amounted to CI\$3,905.75 – necessary to put the vehicle into good operating condition.
12. In further breach of the lease, the Defendant failed to make the monthly payment of CI\$695 due on 10th May 2006 and has since failed and refused to make any

further monthly payments due under the lease. The Defendant's failure or refusal to make the monthly payment due on 10th May 2006 and the monthly payments subsequently due under the lease were default events within the meaning of Clause 23 of the lease.

13. In consequence of the Defendant's said defaults, the Plaintiff, as it was entitled to do, terminated the lease, paid for the necessary repairs to the vehicle, and took possession of the vehicle.
14. As the result of the Defendant's said breaches of the terms and conditions of the lease and/or her said defaults, the Plaintiff has suffered loss and damage.

Particulars of Loss and Damage

- (i) the unpaid lease payments due to the Plaintiff under the lease, being CI\$22,030;
 - (ii) the early termination administrative fee due to the Plaintiff, being CI\$300;
 - (iii) the cost of repairs to the vehicle, paid by the Plaintiff, being CI\$3,905.75, less the Security Deposit of CI\$750: i.e., CI\$3,155.75.
15. The Plaintiff is entitled to and claims interest on all amounts found to be due from the Defendant pursuant to Section 34(1) of the Judicature Law (2004 Revision) at the judgment debt rate for such period or periods as the Court may think just.
 16. AND THE PLAINTIFF CLAIMS: -
 - (i) under paragraph 14(i) hereof, the sum of CI\$22,030;
 - (ii) under paragraph 14(ii) hereof, the sum of CI\$300;
 - (iii) under paragraph 14(iii) hereof, the sum of CI\$3,155.75;
 - (iv) under paragraph 15 hereof, interest on the sum of CI25,485.75, from 10th June 2006 to 31st July 2006 at the rate of 3.0% per annum, being CI\$2.095 per diem or CI\$106.85; from 1st August 2006 to the date of issue hereof at the rate of 7.25% per annum, being CI\$5.062 per diem or CI\$1,098.45 and continuing at the Judgment Debt Rate in force from time to time until payment in full;

- (v) the court filing fee, being CI\$377.53;
- (vi) costs.

GCR Order 6 rule 2(b) Indorsement:

If within the time for returning the Acknowledgment of Service, the Defendant pays the amount set out below, further proceedings will be stayed. The money must be paid to Bodden & Bodden. The total amount required to be paid for the proceedings to be stayed is CI\$26,210.16 (plus any interest to be added if payment is made after 5th March 2007 and is made up as follows:

- | | |
|--|---|
| 1. Capital Debt: | CI\$25,485.75 |
| 2. Interest to 5 th March 2007: | CI\$1,205.30 (and continuing at the daily rate of CI\$5.062 from 1 st December 2006) |
| 3. Issue fees: | CI\$377.53 |
| 4. Fixed Costs: | CI\$500 |



Bodden & Bodden
Attorneys for the Plaintiff

This Writ and Statement of Claim was issued by Bodden & Bodden, Attorneys at Law for the Plaintiff, whose address for service is that of his said attorneys, namely Grand Pavilion Commercial Centre, 802 West Bay Road, PO Box 10335, Grand Cayman KY1-1003 [Reference: 1035-0001/WH].

**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 495GT, 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 (ie., 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 of 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. of 2007

BETWEEN:

CAYMAN AUTOMOTIVE LEASING LTD., LLC

Plaintiff

AND:

SHARNA BENNETT

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 costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

SHARNA BENNETT

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2. State whether the Defendant intends to contest or otherwise participate in the proceedings (*tick appropriate box*).

yes

no

3. **If the claim against the Defendant is for a debt or liquidated demand, AND he 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 of Summons is acknowledged accordingly.

**Attorney for the Defendant
Address for service:**

Notes on address for service:

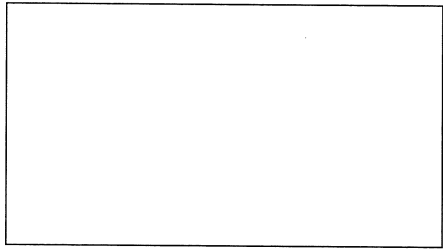
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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 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.

Bodden & Bodden Attorneys-at-Law PO Box 10335 George Town Grand Cayman KY1-1003 Cayman Islands T: 345 943 0202
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Indorsement by Defendant's Attorney (or by Defendant is suing in person) of his name, address and reference, if any, in the box below.

A large, empty rectangular box with a thin black border, intended for the indorsement by the defendant's attorney or the defendant.