

**BETWEEN:**

**MOODS INTERIOR DESIGN LTD.**

**PLAINTIFF**

**AND:**

- 1. **LARRY LIEBERT**
- 2. **KATHY LIEBERT**

**DEFENDANTS**

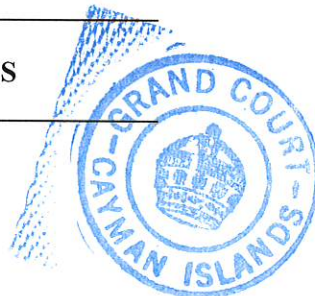



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**WRIT OF SUMMONS**

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**TO: LARRY LIEBERT and KATHY LIEBERT**  
 1717 Hyatts Road  
 Delaware, Ohio 43015  
 USA



**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff, of 16 Cunningham Street, Newlands, Grand Cayman in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 28<sup>th</sup> day of April 2010.

**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 original issuance unless renewed by order of the Court

**IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying form.

BETWEEN:

MOODS INTERIOR DESIGN LTD.

PLAINTIFF

AND:

1. LARRY LIEBERT

2. KATHY LIEBERT

DEFENDANTS

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STATEMENT OF CLAIM

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1. The Plaintiff, Moods Interior Design Ltd., is a duly incorporated Cayman Islands company with a registered office located at 16 Cunningham Street, Newlands, Grand Cayman, and carries on business within the Cayman Islands as an interior design consultant and supplier of interior furnishings and décor.
2. The Defendants, Larry Liebert and Kathy Liebert are husband and wife and American nationals and reside in Delaware, Ohio and own vacation property in the Cayman Islands including two oceanfront condominiums being Unit Nos. 30 and 42 at Plantana Resort, Seven Mile Beach, Grand Cayman, legally described as West Bay Beach North, Block 11D, Parcels 34H39 and 34H28 respectively and registered to Larry Liebert with the Land Registry Office.
3. By a written agreement dated 16 January 2008 (the "Contract") entered into between the Plaintiff and the Defendants within the Cayman Islands on that date, the Defendants jointly and severally contracted with the Plaintiff for the supply by the Plaintiff of interior design and consultancy services in relation to the Defendants' Unit No. 42 at Plantana Resort including the purchase and supply of furniture and furnishings for the said unit.
4. The Plaintiff was represented at all material times by Pamela Graham, a qualified interior designer, holding a Bachelors of Interior Design from the Art Institute of Fort Lauderdale, and secretary and director of the Plaintiff company.
5. The material terms of the Contract included the following:
  - (i) Consultation, shopping and all time incurred by the designer would be charged by the Plaintiff to the Defendants at CI\$90.00 per hour;
  - (ii) Upon placing the order for furniture and furnishings the total budget would be paid by the Defendants to the Plaintiff;

- (iii) Any remaining balance due for purchases would be paid by the Defendants to the Plaintiff upon delivery and completion of labour; and
  - (iv) Interest would be chargeable by the Plaintiff at 2% per month on any amount overdue after 60 days.
6. The Plaintiff duly performed the Contract and supplied the Defendants with design consultancy services and arranged the purchase, importation and installation of furniture and furnishings at Unit No. 42, Plantana Resort in accordance with the design concept approved by the Defendants.
  7. The Defendants made no complaint with the Plaintiff's services and to the contrary indicated throughout their satisfaction with the services provided by the Plaintiff under the Contract and provided by way of retainer and payments on account from time to time under the Contract a total of US\$220,126.29.
  8. On 13 December 2009 the Plaintiff provided the Defendants with the Plaintiff's final account under the Contract including spread sheets reflecting the total expenses incurred and cost of the Plaintiff's services under the Contract net of the Defendants' previous payments on account, and showing a balance due to the Plaintiff under the Contract in the sum of US\$60,824.61, not including interest.
  9. The Plaintiff states that despite repeated requests for payment including a demand letter of 5 February 2010, the Defendants have failed to pay the balance of US\$60,824.61 owing to the Plaintiff under the Contract.
  10. The Plaintiff pleads that the Defendant are in breach of contract in failing to pay the balance of US\$60,824.61 due to the Plaintiff under the Contract.
  11. The Plaintiff pleads that in the circumstances the proper law of the contract is the law of the Cayman Islands.
  12. The Plaintiff claims from the Defendants the sum of US\$60,824.61, together with simple interest thereon at the rate of 2% per month accruing from 13 December 2009 the date of the Plaintiff's final account, in accordance with the terms of the Contract and s.34(6) of the Judicature Law (2007 Revision) and states that interest accrues at US\$39.99 per diem and that as at 28 April 2010 there was accrued interest of US\$5,438.64 (136 days x US\$39.99 per diem) due and owing to the Plaintiff.
  13. The Plaintiff claims interest on all fixed or assessed costs and orders running from the date of service of the judgment, order or certificate of taxation respectively and at the prescribed rate of 5% per annum or such other rate prevailing in accordance with s.34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1995;

THE PLAINTIFF THEREFORE CLAIMS AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY:

- (a) Judgment in the sum of US\$60,824.61;
- (b) Prejudgment interest at the contractual rate of 2% per month or US\$39.99 per diem from 13 December 2009 being US\$5,438.64 as at 28 April 2010;

- (c) Post-judgment interest at the contractual rate of 2% per month or US\$39.99 per diem upon the principal amount of the judgment with effect from the date of service of the in accordance with the Contract and s.34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules;
- (d) Fixed costs pursuant to GCR Order 62/7(1) in the sum of CI\$500.00 together with the prescribed fees of CI\$598.76 for issue of the Writ or alternatively its costs to be assessed; and
- (e) Such further and other relief as to this Honourable Court may seem just.

**DATED** at Grand Cayman this 28<sup>th</sup> day of April 2010

HAMPSON & CO.

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Hampson and Company  
Attorneys for the Plaintiff

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** are filed by Hampson and Company, attorneys for the Plaintiff, whose address for service is that of its said attorneys, at 2 Lakeshore Villas, West Bay, P.O. Box 31347, Grand Cayman KY1-1206, Cayman Islands

**TO:** The Clerk of the Grand Court

**AND TO:** Larry Liebert and Kathy Liebert

BETWEEN:

MOODS INTERIOR DESIGN LTD.

PLAINTIFF

AND:

1. LARRY LIEBERT

2. KATHY LIEBERT

DEFENDANTS

**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.

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

2. State whether the Defendant intend to contest 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 is acknowledged accordingly

Signed .....

Attorney for the Defendant

Address for service:

**Please complete overleaf**

**Notes on address for service**

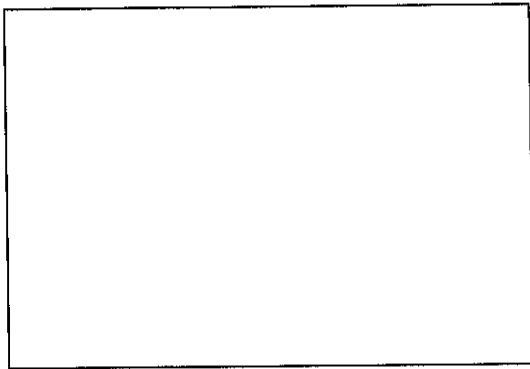
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, 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 Plaintiffs' Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

Hampson and Company  
Attorneys-at-Law  
2 Lakeshore Villas, West Bay  
P.O. Box 31347  
Grand Cayman KY1-1206  
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.



**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 495, 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 (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), 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.