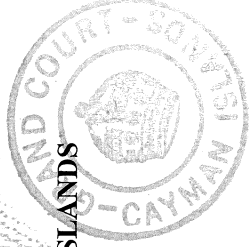


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: G0179 OF 2013

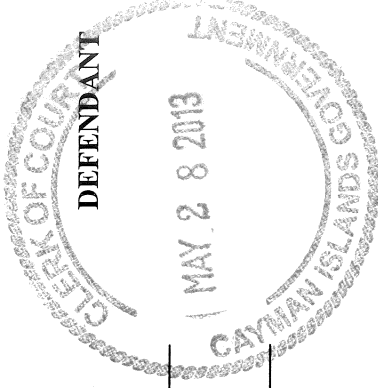
BETWEEN:

**CAYMAN LUXURY RENTAL CARS LTD
carrying on business as HERTZ RENT A CAR**

PLAINTIFF

AND:

JAMES KRUEGER



WRIT OF SUMMONS

**TO: JAMES KRUEGER
C/o Marriott Beach Resort, Room 124
389 West Bay Road
Seven Mile Beach, Grand Cayman
Cayman Islands**

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff, of 250 Owen Roberts Drive, Unit No. 10, Grand Cayman, Cayman Islands 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 28th day of May 2013.

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G 0179 OF 2013

BETWEEN:

CAYMAN LUXURY RENTAL CARS LTD
carrying on business as HERTZ RENT A CAR

PLAINTIFF

AND:

JAMES KRUEGER

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated Cayman Islands company carrying on business as a renter of automobiles from premises located at the 250 Owen Roberts Drive, Grand Cayman, Cayman Islands.
2. The Defendant is an American national who resides at 1085 Piiholo Road, Makawao, Wailuku in Hawaii, in the United States and at all material times was a visitor to the Cayman Islands.
3. On 23 May 2013 the Defendant rented from the Plaintiff a 2012 Hyundai Accent motor vehicle bearing licence plate no. 148-701, under the terms of a written rental agreement. The Plaintiff declined comprehensive and third party liability coverage and in particular entered into a written Acknowledgement of Responsibility on that date by which he expressly undertook to be responsible for all loss and damage occasioned by his operation of the subject vehicle and to indemnify the Plaintiff against all such loss or damage.
4. During the evening of 23 May 2013 in a parking lot at premises known as The Strand on Seven Mile Beach, Grand Cayman, the Defendant operated the Plaintiff's vehicle in such a fashion that it came into collision with another vehicle in the said parking lot, causing damage both to the Plaintiff's motor vehicle and to the third party vehicle, a Hyundai I30 CW bearing licence plate no. 109 583 and being registered to and owned by Economy Car Rental.
5. The Plaintiff states that the appraised damage caused to the said vehicles and the loss reasonably sustained by the Plaintiff, calculated at the statutory exchange rate of CJS\$0.82/US\$1.00 is as follows:

Hyundai Accent	CJS\$5,302.00	6,465.85
Hyundai I30 CW	CJS\$9,330.00	11,378.05
Towing charges:	CJS\$110.00	134.15
Inspection fee:	CJS\$75.00	91.46
Loss of use (minimum 1 month)		1,000.00
Administration fee:		75.00
Total:		US\$19,144.51

6. The Plaintiff states that the Defendant failed to produce proof of insurance, and wrongfully refused to honour the Plaintiff's request that he satisfy the damages caused as aforesaid, in accordance with the terms of the rental agreement and his written Acknowledgement of Responsibility.
7. The Plaintiff states that it is obliged at law to indemnify the Economy Car Rental against the damage caused as aforesaid to its vehicle, and/or to advance such claim on a subrogated basis.
8. The Plaintiff therefore claims the sum of US\$19,144.51 owing by the Defendant under the terms of the rental agreement and Acknowledgement of Responsibility as aforesaid.
9. The Plaintiff pleads and relies on s.34 of the Judicature Law (2007 Revision) and Rules 4 and 5 of the Judgment Debts (Rates of Interest) Rules 1995 as varied by the Judgment Debts (Rates of Interest) Rules 2012, promulgated by the Rules Committee pursuant to s.34 of the said Law, and claims pre and post-judgment interest on the sum of US\$19,144.51 at the rate of 2³/₈ % per annum being US\$1.25 per diem

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Judgment in the sum of US\$19,144.51;
- (b) Pre and post-judgment interest from 23 May 2013 at the rate of US\$1.25 per diem as more particularly pleaded above;
- (c) Fixed costs pursuant to GCR Order 62/7(1) in the sum of US\$609.76 together with the prescribed fees for issue of the Writ or alternatively its costs to be assessed; and
- (d) Such further and other relief as to this Honourable Court may seem just.

DATED at Grand Cayman this 28th day of May 2013.

HAMPSON - CO.

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 Citrus Grove, 5th Floor, Goring Avenue, George Town, P.O. Box 698, Grand Cayman KY1-1107, Cayman Islands.