

IN THE GRAND COURT OF THE CAYMAN ISLANDS

204
CAUSE NO. OF 2005

BETWEEN: INTERSTATE RESTORATION GROUP, PLAINTIFF ✓
INC.

AND: CAYMAN GENERAL INSURANCE CO DEFENDANT
LIMITED

WRIT OF SUMMONS

TO THE DEFENDANT:
CAYMAN GENERAL INSURANCE CO
LIMITED
P O Box 2171 GT
3rd Floor Harbour Place
103 South Church Street
George Town
Grand Cayman«ADD1»
Cayman Islands«ADD3»

**AND TO THE DEFENDANT'S
REGISTERED OFFICE:**
CAYMAN NATIONAL TRUST CO
LIMITED
P O Box 1790 GT
Cayman National Building
4th Floor
Elgin Avenue
George Town
Grand Cayman

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 G.T., George Town, Grand Cayman, 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 29th April 2005

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 incorporated in the United States specializing in the provision of equipment and personnel to assist with inter alia disaster recovery. Pursuant to an agreement made in writing, dated 21st September 2004, made between the Plaintiff and the Defendant ("the Service Agreement") the Plaintiff agreed to provide equipment and personnel to assist with the "clean up" operation after Hurricane Ivan.
2. Pursuant to the Service Agreement the Plaintiff provided equipment and personnel as required to the Defendant. The Service Agreement described the work to be carried out as follows:

"Mobilisation of personnel, generators, drying equipment, anti-microbial agents, etc., rental of equipment on a portal-to-portal basis as per [Interstate's] current rate sheet. Personnel to be charged out at hourly rates per rate sheet. Customer to pay demobilisation costs as well."
3. The Service Agreement further provided that the Defendant *"agrees to pay INTERSTATE for all labor, materials and equipment utilized to mobilize, demobilize, commence and perform Work described above in accordance with INTERSTATE'S Time and Material Rate Schedule or on a Lump Sum Amount."*
4. It was a condition of the Service Agreement that the Defendant would pay *inter alia* for the costs of the Plaintiff's shipping of equipment from the United States to the Cayman Islands and for the costs of the Plaintiff's "demobilization" and shipping of the same equipment off the Cayman Islands back to the United States when the Plaintiff's services were no longer required by the Defendant.
5. Pursuant to the Service Agreement the Defendant agreed to pay the Plaintiff's invoices submitted to the Defendant no later than 10 days after receipt.
6. It was a condition of the Service Agreement that interest would accrue on any payments not received within the period of 10 days of the Defendant's receipt of an invoice at the lesser of; (i) the maximum lawful interest rate or (ii) 1.5% per month. The Plaintiff claims interest at the rate of 1.5% per month.
7. The Defendant has failed to pay any invoices to date leaving an outstanding balance, inclusive of interest, of US\$3,273,914.72 as at 28th April 2005, particulars of which are set out below.

PARTICULARS

**Cayman General Insurance Co Limited
Invoice Summary / Late Fee Calculations
As of 4/11/2005**

Invoice Date	Invoice #	Due Date	Amount	Balance	Days of Interest Earned	Interest Earned @ 1.5% / month
11/8/2004	2239-1	11/18/2004	984,326.28	984,326.28	143	\$ 69,415.23
11/8/1004	2239-1	11/18/2004	129,669.40	1,113,995.68	143	\$ 9,144.36
1/25/2005	2457	2/4/2005	912,083.19	2,026,078.87	67	\$ 30,136.23
1/26/2005	2458	2/5/2005	46,992.37	2,073,071.24	66	\$ 1,529.51
2/22/2005	2516	3/4/2005	1,045,399.23	3,118,470.47	37	\$ 19,074.96
Total Interest Earned as of 4-11-05:						\$ 129,300.29

Daily Interest Accrual: \$ 1,537.88

Additional 17 days interest (4/11/05 to 4/28/05) @ US\$1,537.88 = US\$26,143.96

(US\$)

Balance of unpaid invoices	3,118,470.47
Interest on balance of unpaid invoices to 28 th April 2005	<u>155,444.25</u>

3,273,914.72

8. Notice of default was sent by the Plaintiff on the 12th April 2005 to the Defendant requiring the Defendant to make immediate payment of all monies due from the Defendant pursuant to the Service Agreement and invoices issued by the Plaintiff.
9. The Plaintiff claims interest at a rate of 1.5% per a month on the accruing overdue balance of unpaid invoices pursuant to the Service Agreement.

STATEMENT REGARDING INTEREST:

1. It was a condition of the Service Agreement that the Defendant shall pay all outstanding monies invoiced within 10 days, after such time the Plaintiff is entitled to all outstanding monies invoiced with interest;
2. The agreed rate of interest is 18 % per annum;
3. Interest is payable from 18th November 2004;
4. The total amount of interest claimed on outstanding invoices up to 28th April is US\$155,444.25; and
5. Interest is accruing at US\$1,537.88 per day.

AND the Plaintiff claims:

1. Judgment for the principal Sum of US\$3,118,470.47.
2. Interest to the date thereof of US\$155,444.25.
3. Pre and post-judgment interest at the daily rate of US\$1,537.88 per day from the date hereof until payment.
4. Costs.
5. Such further and/or other relief.

DATED 29th April 2005

FILED 29th April 2005


CAMPBELLS
Attorneys at Law for the Plaintiff

The Plaintiff is a company incorporated in the United States of America whose address is 8910 Oak Grove Road, Forth Worth, Texas, 76140.

THIS WRIT was filed by CAMPBELLS, Attorneys at Law for the Plaintiff, whose address for service is 4th Floor, Scotiabank Building, George Town, Grand Cayman, Tel : 949 2648; Fax 949 8613. (Ref: AJW/BJH/12226)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2005

BETWEEN: INTERSTATE RESTORATION GROUP **PLAINTIFF**
INC.

AND: CAYMAN GENERAL INSURANCE CO DEFENDANT
LIMITED

ACKNOWLEDGEMENT 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.

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

3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
☐ yes ☒ no

4. 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

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 or principal office.

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

Campbells (Ref: AJW/BJH/12226)
P O Box 884 G.T.
George Town
Grand Cayman

Tel: 949 2648
Fax: 949 8613

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

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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 installments or otherwise.

See over for notes for guidance

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 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.