



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2025

ASSOCIATED INDUSTRIES, LTD trading as AI Rentals

PLAINTIFF

AND:

CRAIG FREDERICK

DEFENDANT

WRIT OF SUMMONS

TO: Craig Frederick
108 Theresa Drive, George Town
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of 61 Lancaster Crescent, Industrial Park, George Town, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 17th day of April 2025.

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 OF 2025

BETWEEN:

ASSOCIATED INDUSTRIES, LTD trading as AI RENTALS

PLAINTIFF

AND:

CRAIG FREDERICK

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated Cayman Islands company carrying on business inter alia renting out equipment, furnishings and supplies for parties and events, from premises located at 61 Lancaster Crescent, Industrial Park, George Town, Grand Cayman.
2. The Defendant is a businessman resident in Grand Cayman at 108 Theresa Drive, George Town, Grand Cayman, and carries on business inter alia as the organizer of events.
3. Commencing in May 2018 and continuing through to January 2020 the Defendant rented from the Plaintiff equipment and supplies for the staging of a number of events, under a series of Rental Contracts and on the Plaintiff's Terms and Conditions endorsed on the reverse of the Rental Contracts, which Terms and Conditions were expressly incorporated into the Rental Contracts.
4. The Plaintiff relies on the Terms and Conditions under the Rental Contracts for their full force and effect including but not limited to the following provisions as to Late Payment Charges and Collection Cost:

LATE PAYMENT CHARGE. You agree to pay Us all Rental Charges promptly when due (which is within ten (10) days of invoice) and to pay a Late Payment Charge of 2% per month (ANNUAL PERCENTAGE OF 24%) on any past due, unpaid balance of the Rental Charges.

COLLECTION COST. You agree to pay all reasonable costs of collection, including court costs, attorney's fees and other expenses incurred by US including staff time at charge out rates in the collection of the charges due under this Rental Contract, or in the retaking of the Rented Items or in other enforcement of the terms of this Rental Contract.

5. The Plaintiff states the Defendant rented equipment from the Plaintiff for events under Rental Contracts and was invoiced by the Plaintiff under those Rental Contracts as follows:

Date	Invoice	Description	CIS Balance due
19 May – 25 May 2018	35855-1	<i>AfterMas</i>	\$9,108.30
19 May – 25 May 2018	35887-1	<i>Swanky Truck 1</i>	\$7,279.65
18 May – 22 May 2019	38314-1	<i>Swanky Sound Truck</i>	\$5,000.00

20 May – 22 May 2019	38734-1	<i>Tiki Beach</i>	\$1,985.00
18 May – 24 May 2019	37659-1	<i>Swanky - Maples Truck</i>	\$5,000.00
18 May – 24 May 2019	38582-1	<i>Aftermas</i>	\$30,143.00
1 January – 6 January 2020	40438-1	<i>Swanky Launch 2020</i>	\$208.80
		Total rental charges	\$58,724.75
Finance charges – 16 January 2020 to 16 April 2025 2% per month - \$1,174.50 x 63 months			\$73,993.50
		Total rental and finance charges	CIS132,718.25

6. In breach of the terms of the Rental Contracts the Defendant failed to settle the Plaintiff's invoices within ten days of the invoicing and despite repeated requests for payment and despite promises of payment, the Defendant has to date failed to settle the outstanding balance or to make any payment on account.
7. The Defendant acknowledged the debt in writing on 24 July 2022.
8. The Plaintiff therefore claims the principal sum of \$58,724.75 due and owing as of 16 January 2020, together with Finance Charges accruing at the contractual rate of 2% per month (\$1,174.50/month) thereafter being \$73,993.50 as of 16 April 2025, for a total of principal and interest of \$132,718.25.
9. The Plaintiff claims its attorneys' fees, court costs and staff time costs, on the full indemnity basis as Collection Costs as provided for in its Terms and Conditions.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Judgment in the principal sum of \$58,724.75;
- (b) Judgment for finance charges/interest thereon in the sum of \$73,993.50 as of 16 April 2025;
- (c) Pre and post-judgment interest accruing at the contractual rate of 2% per month (\$1,174.50/month) from 16 April 2025, alternatively at 2½% per annum pursuant to s.34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision);
- (d) Its costs of enforcement on a full indemnity basis and its staff time pursuant to the Terms and Conditions of the Rental Contract, alternatively its costs to be assessed pursuant to GCR Order 62.
- (e) Such further and other relief as to this Honourable Court may seem just.

DATED at Grand Cayman this 17th day of April 2025

Hampson and Co.

Hampson and Company
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is filed by Hampson and Company, attorneys for the Plaintiff, whose address for service is that of its said attorneys, at Apollo House East, 4th Floor, 87 Mary Street, George Town, P.O. Box 698, Grand Cayman KY1-1107, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2025

BETWEEN:

ASSOCIATED INDUSTRIES, LTD trading as AI Rentals

PLAINTIFF

AND:

CRAIG FREDERICK

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.

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 Apollo House East, 4 th Floor 87 Mary Street P.O. Box 698 Grand Cayman KY1-1107 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.

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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 instalments 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 (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.