



THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2025

**BETWEEN: CAYMAN ELECTRICAL SUPPLY LTD.**

**PLAINTIFF**

**AND: (1) EVERTON VIDAL  
(2) ROWENA VIDAL**

**DEFENDANTS**

**WRIT OF SUMMONS**

TO: Everton Vidal and Rowena Vidal both of 85 Jasmine Lane, Spotts

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 495G, 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 this day of October 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 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 at all material times has carried on, and carries on, the business of supplying electrical equipment to the construction trade in the Cayman Islands.
2. The Plaintiff is a company incorporated in the Cayman Islands having its place of business at High & Dry Warehouses off Eastern Avenue, George Town, Grand Cayman.
3. The First Defendant and the Second Defendant are believed to reside at 85 Jasmin Lane, Spotts, Grand Cayman.
4. On or about 9<sup>th</sup> March 2018 a company known as Multi-Built Construction Co. Ltd. ("the Company") applied to the Plaintiff for a credit application to allow it to purchase goods and materials from the Plaintiff. A copy of the said credit application shall be referred to at the trial of this matter.
5. The First Defendant and the Second Defendant executed the said credit application as guarantors of the debts and obligations of the Company.
6. The said credit application provides, among other terms,

*THE UNDERSIGNED, FOR CONSIDERATION DO HEREBY INDIVIDUALLY AND PERSONALLY GUARANTEE THE FULL AND PROMPT PAYMENT OF ALL INDEBTEDNESS HERETOFORE OR HEREAFTER INCURRED BY THE ABOVE BUSINESS. THIS GUARANTEE SHALL NOT BE AFFECTED BY THE AMOUNT OF CREDIT EXTENDED OR ANY CHANGE IN THE FORM OF SAID INDEBTEDNESS. NOTICE OF THE ACCEPTANCE OF THIS GUARANTEE, EXTENSION OF CREDIT, MODIFICATION IN TERMS OF PAYMENT, AND ANY RIGHT OR DEMAND TO PROCEED AGAINST THE PRINCIPAL DEBTOR IS HEREBY WAIVED. THIS GUARANTEE MAY*

*ONLY BE REVOKED BY CERTIFIED MAIL. ANY REVOCATION DOES NOT REVOKE THE OBLIGATION OF THE GUARANTORS TO PROVIDE PAYMENT FOR INDEBTEDNESS INCURRED PRIOR TO THE REVOCATION. I AUTHORISE THE SELLER AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT AND TO CONTACT MY REFERENCES AS NECESSARY AS GUARANTOR, I AM ALSO BOUND BY THE ABOVE CONDITIONS.*

7. The First Defendant and the Second Defendant are the persons described at paragraph 9 as “the undersigned”.
8. In consequence of the said credit application the Plaintiff opened an account for the Company thereby allowing it to purchase goods and supplies, the costs of which were charged to the Company’s account with the Plaintiff (“the Account”). The First Defendant and the Second Defendant were the guarantors in relation to the Account.
9. Between August 2023 and February 2024, the Company ordered certain goods & supplies from the Plaintiff and charged the costs of those supplies to the Account.

**PARTICULARS**

|          |              |            |
|----------|--------------|------------|
| 08/29/23 | S1107082.001 | \$243.71   |
| 08/29/23 | S1107085.001 | \$863.17   |
| 08/29/23 | S1107123.001 | \$23.97    |
| 09/06/23 | S1106335.002 | \$708.49   |
| 01/24/24 | S1112176.001 | \$2,375.16 |
| 01/24/24 | S1112339.001 | \$624.10   |
| 02/16/24 | S1113801.001 | \$874.30   |

|              |              |                   |
|--------------|--------------|-------------------|
| 03/01/24     | S1112871.002 | \$164.44          |
| 07/29/24     | S1119847.001 | \$668.78          |
| 11/22/24     | S1124046.001 | \$294.42          |
| 12/31/24     | S1126104.001 | \$205.24          |
| 01/31/25     | S1126105.001 | \$105.70          |
| 07/31/25     | S1132309.001 | \$668.30          |
| 09/30/25     | S1134238.001 | \$236.38          |
| <b>Total</b> |              | <b>\$8,056.76</b> |

10. The Plaintiff's terms and conditions for the Account (to which the Plaintiff shall refer at trial) included that:

12.1. [The Customer] agrees the terms of sale are those set out of the face of each invoice; and

12.2. [The Customer] agrees to pay all costs of collection or legal fees should such action be necessary for non-payment.

13. All the invoices set out in the Particulars of §10 contained the following legend:

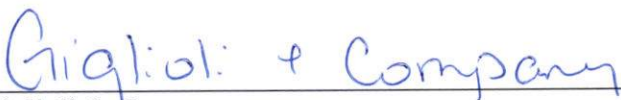
*All past due balances subject to SERVICE CHARGE of 1.50% per month.*

14. In default of the terms and conditions of the Account and the said invoices the Company has failed to pay any other amounts.

15. In the premises there is CI\$5,877.94 due and owing to the Plaintiff for goods and supplies ordered by the Company and supplied to it.
16. The Plaintiff claims interest pursuant to the terms and conditions set out on the said invoices. Such interest at the date hereof is CI\$2,178.82. Interest accrues daily in the amount of CI\$2.86.
17. The said amounts are due and owing to the Plaintiff by the Company.
18. The First Defendant and the Second Defendant executed the said Credit Application as personal guarantors of the Company's liabilities to the Plaintiff.
19. In the premises the Plaintiff claims against the First Defendant and the Second Defendant as guarantors of the Company's liabilities to the Plaintiff.

AND THE PLAINTIFF claims:

1. CI\$5,877.94
2. Interest in the amount of CI\$2,178.82 being interest on the outstanding sums due to the Plaintiff.
3. Interest at the rate of 1.5% pursuant to the Plaintiff's terms and conditions set out on the said invoices. Interest accrues daily in the amount of CI\$2.86.
4. Provision be made for the Plaintiff's costs pursuant to the terms and conditions of the Account.

  
Giglioli & Company

6 October 2025

**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 495G, 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, 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.

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PLAINTIFF

AND: (1) EVERTON VIDAL  
(2) ROWENA VIDAL

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.

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

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

☐ yes ☐ no

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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

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Service of the Writ is acknowledged accordingly

(Signed).....  
Attorney for

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

Giglioli & Company  
4F Kirk House, George Town  
PO Box 2505  
Grand Cayman KY1-1104

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