

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G ⁰⁰⁰⁵ OF 2015

BETWEEN:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

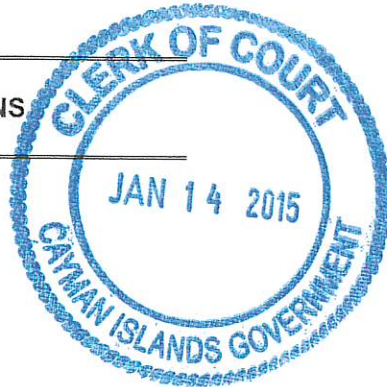
AND

NEVILLE ANTONIO FAULKNOR

Defendant



WRIT OF SUMMONS



TO:

Neville Faulknor
203 Fern Circle
PO Box 783
Grand Cayman KY1-1103
Cayman Islands

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, PO Box 495, 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 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 14th day of January 2015

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. Caribbean Utilities Company, Ltd. ("the Plaintiff") is a licensed generator and supplier of electrical power throughout Grand Cayman, Cayman Islands.
2. Neville Antonio Faulknor ("the Defendant") is the registered owner and was the occupier of property located at Block 15C Parcel 129, 203 Fern Circle, George Town, Grand Cayman.
3. The said premises consist of two separate buildings, namely the main dwelling and adjacent building. Each building provides domestic accommodation for separate housing. The latter detached building comprises four self-contained apartments.
4. Account #25933-304324 with meter #IR000002 was established as the main electricity service to the main house by the Defendant on 16 September 1991. It was a term and condition of the written agreement between the Plaintiff and the Defendant that in return for the Plaintiff supplying electricity to the Defendant the Defendant would pay the Plaintiff for that service upon a monthly basis. In reference to the said account the Defendant paid the Plaintiff's bills as they fell due.
5. Account #25933-331918 with meter #IR024416 was established as a house panel service on 4 September 2007. It was a term and condition of the written agreement between the Plaintiff and the Defendant that in return for the Plaintiff supplying electricity the Defendant would pay the Plaintiff for that service upon a monthly basis. In reference to the said account the Defendant paid the Plaintiff's bills as they fell due.

6. Both of the said accounts had automatic meter reading meters ("AMR's"), which transmit readings to the Plaintiff's own receiver hosted in meter readings trunks, up to 1,000 feet away.
7. The house panel meter only recorded 4kWh in its entire service period before being retrieved by the Plaintiff's personnel.
8. During the monthly billing cycle in December 2013, it was noted that the meter on the main house service did not furnish a reading to the AMR meter reading system.
9. Therefore as standard procedure the meter reading unit went visually to inspect the service and found the metering system to have been significantly and suspiciously tampered with. This act of tampering was done for purposes of effecting a concealment which could not have been reasonably discovered and uncovered by the Plaintiff.
10. The Plaintiff's meter personnel removed the meter from service, thereby as it was thought disconnecting the residence. A tampering fee of CI\$500 was placed on the account and was subsequently paid by the Defendant.
11. However, it was thereafter noted by several of the Plaintiff's personnel that despite the service being disconnected the house still appeared to be occupied.
12. On 20 March 2014 the Plaintiff's staff visited the premises and noted a second service installed on the back of the meter base. This service was not originally noted, as typically when there are multiple services to a residence these are collocated at the same service entrance point.
13. It was noted that although this remaining meter was not spinning the house was nonetheless powered.
14. Further investigations were conducted and the Defendant himself was present when Mr Shondel Bodden, senior electrical inspector for the Director of Planning, used a shovel to

uncover secret conduits, in order to determine the source of the voltage on the meter panel base liner side lugs.

15. The house panel meter appeared to have been fed from inside the house itself as opposed to being fed from the external weather-head and it appeared that this was done only to power that meter activity and to substantiate an apparent plausible need for the second weather-head which would then appear to be feeding the house directly, although not actually doing so.
16. In the premises the Defendant had covertly tampered with the meters so as to facilitate the unlawful abstraction of electricity. In carrying on the said activity the Defendant was in breach of the term and condition of service for both aforesaid agreements whereby the Defendant had a lawful obligation to pay the Plaintiff for the electricity which he in fact used.
17. By his signed letter dated 2 June 2014 addressed to the Plaintiff the Defendant asserted that he was "*a schizophrenic patient*" and that "*At the time I committed the offense I was on no medication*". The Defendant also admitted to being the electrician inspector who sent the connection notification form to CUC "*to have the power connected to my property in 2007*". Finally, the Defendant referred in the said letter to the debt that he owed to the Plaintiff. The Defendant's said admissions constituted an acknowledgment of the Plaintiff's entitlement to the sum due to the Plaintiff.
18. On 28 August 2014 in the Magistrates Court of the Cayman Islands the Defendant having pleaded guilty to the relevant criminal offence of unlawfully abstracting electricity was sentenced by Magistrate Kirsty Ann Gunn to 14 months imprisonment suspended for 2 years. The Defendant was also by order sentenced to pay compensation to the Plaintiff in the sum of C\$138,395.75 within the said 2 years period or to 6 months imprisonment in default thereof. As of the date of this Statement of Claim, no compensation has been paid.

19. In consequence thereof the Plaintiff has suffered consequential loss and damage for which the Plaintiff duly claims compensatory damages, as set out below in the amount of CI\$138,395.75. Further and in the alternative the said amount is owed as a debt.

Particulars of Damage/Amount Owing

1. Because of the nature and extent of the Defendant's fraudulent activity in relation to the unlawful extraction of electricity, it has not been possible for the Plaintiff to measure the exact amount of electricity that was abstracted upon an ongoing basis.
2. However, Mr. Sacha Tibbetts, the Plaintiff's Manager of Customer and Engineering Services, has been able to produce a fair and reasonable estimate based upon usage average levels by the Defendant from 2004 – 2007 before the aforesaid tampering began and then multiplied by the Plaintiff's electricity charge rates as applicable from September 2007 to April 2014.
3. Mr. Tibbetts's calculations for the abstracted amount are contained in the spreadsheet calculations set out below:

Basis of estimation
of Abstraction

Customer ID: 25933
Name: Faulknor, Neville

Location ID: 304324
Address: 203 Fern Circle

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Basis Years	2004	4754	3747	4025	3654	4737	5699	6116	6653	0	6082	4941	4460
	2005	5618	3495	5114	5686	5810	5966	7222	7254	7420	7021	6082	4477
	2006	4386	4151	5062	5772	6381	8088	6588	7613	7650	6157	5095	6734
	2007	5188	3940	4905	5009	5693	7138	7741	7932	0	0	0	0
Avg Monthly Consumption		4987	3833	4777	5030	5655	6723	6917	7363	7535	6589	5373	5224
Actual Billed	2007	0	0	0	0	0	0	0	0	3058	665	838	535
	2008	0	188	433	177	1112	0	299	182	252	0	111	74
	2009	0	0	439	2311	2355	445	3	0	0	2	0	0
	2010	0	0	0	0	0	0	0	0	0	146	2	2
	2011	0	0	0	0	4	0	0	27	14	8	0	0

2012	0	0	0	0	0	294	0	9	0	0	0	0
2013	0	0	0	2	0	0	0	3	0	0	3254	0
2014	0	0	0	0	0	0	0	0	0	0	0	0

	2007	0	0	0	0	0	0	0	4477	5924	4535	4689	
	2008	4987	3645	4344	4853	4543	6723	6618	7181	7283	6589	5262	5150
	2009	4987	3833	4338	2719	3300	6278	6914	7363	7535	6587	5373	5224
Recalc Amount	2010	4987	3833	4777	5030	5655	6723	6917	7363	7535	6443	5371	5222
	2011	4987	3833	4777	5030	5651	6723	6917	7336	7521	6581	5373	5224
	2012	4987	3833	4777	5030	5655	6429	6917	7354	7535	6589	5373	5224
	2013	4987	3833	4777	5028	5655	6723	6917	7360	7535	6589	2119	5224
	2014	4987	3833	4777	3353								

AND THE PLAINTIFF CLAIMS:

- i. Damages and/or amount owing in the sum of CI\$138,395.75
- ii. Ad valorem fees in the sum of CI\$1,091.98
- iii. Costs
- iv. Further or other relief

Dated this 14~~th~~ day of January 2015

HSM Chambers

HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$138,395.75 as of 14 January 2015. The amount of the filing fees to commence the proceeding is CI\$200.00, plus ad valorem fees of CI\$1,091.98. If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law the total amount claimed in principal, the ad valorem fees and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorneys-at-law.

This Writ is filed by HSM Chambers, Attorneys-at-Law for the Plaintiff, whose address for service is Suite 3 Buckingham Square, 720 West Bay Road, PO Box 31726, Grand Cayman KY1-1207, Cayman Islands (RM/417737.0012)

Acknowledgment of service of writ of summons (O.12, r.3)

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 Acknowledgement 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2015

B E T W E E N:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

NEVILLE ANTONIO FAULKNOR

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 intends 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
[Defendant in person]
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 communication 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.

HSM Chambers
Attorneys-at-Law
Suite 3 Buckingham Square
720 West Bay Road
PO Box 31726
George Town
Grand Cayman KY1-1207
CAYMAN ISLANDS

Ref: RM/417737.0012

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