

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC0088 OF 2016

BETWEEN:

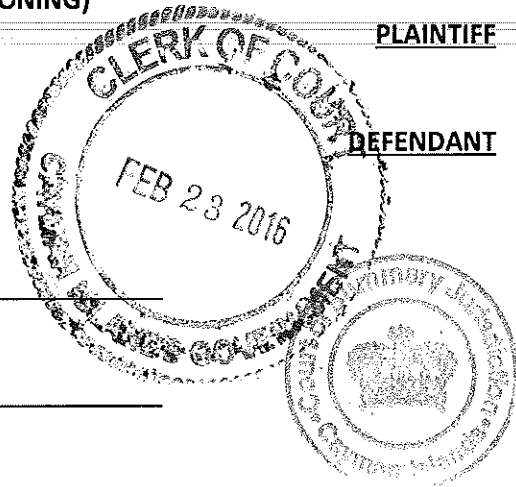
STAFFORD JACKSON  
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

CHRIS PRICE

DEFENDANT



PLAINT

To: Chris Price  
61 Kintyre Drive  
Grand Cayman KY1-1204  
CAYMAN ISLANDS

THIS PLAINT 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 service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, 61 Albert Panton Street, P.O. Box 495, KY1-1106, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or part, you must set out full particulars of your Defence in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing the full particulars of your Defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued: 23<sup>rd</sup> day of February, 2016

### PARTICULARS OF CLAIM

1. On 21 October 2013 the Defendant requested the services of the Plaintiff (T/a Universal Air-Conditioning) at the Defendant's various property locations on Island.
2. Upon inspection of the property the Plaintiff determined there was a rusty air handler and it had rotten parts. The emergency drain pan was rotten and leaking water. The Plaintiff cleaned the primary drain pan, installed access to blow drain pipe and cleared drain line.
3. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$125.00 and as such invoice no 13681 dated 21 October, 2013 was provided to the Defendant.
4. On 9 December 2013 the Defendant requested the services of the Plaintiff. Upon inspection at the property the Plaintiff in agreement with the Defendant supplied and installed CBX32M-048-230 Lennox 4 ton air handler, 220/1 emergency drain pan and 0.2 Ductboard 1".
5. The Defendant accepted the conditions and duly authorized the Plaintiff to undertake work as specified with regards to the installation. The Plaintiff completed the installation and the Defendant was satisfied at completion.
6. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$2,575.00 and as such invoice no 13832 dated 9 December, 2013 was provided to the Defendant.
7. On 11 March 2014 the Defendant requested further services of the Plaintiff at the location, house at Seascapes Drive.
8. General repairs were performed by the Plaintiff attempting to locate a foul odor emanating from the right side in the bedroom. A comprehensive maintenance services was completed.

9. The total costs for the Plaintiff's services in relation to the aforementioned was C1\$125.00 and as such invoice no 14409 dated 11 March 2014 was provided to the Defendant.

10. On 14 August 2013 the Defendant contacted the Plaintiff to install the following:

- (i) (1) DX 17-060-230 Lennox 5 ton 18 Seer condenser unit, R-410a 220/1;
- (ii) (1) CBX32M-060-230 Lennox 5 ton air handler;
- (iii) (1) XC17-024-230 Lennox 18 Seer Condenser unit;
- (iv) (1) CBX 32M-018/024-230 Lennox 2 ton air handler;
- (v) (2) Ductboard 1";
- (vi) (8) Duct work drops;
- (vii) (6) Install humistat programmable thermostat;
- (viii) (2) Emergency drain pan 26 x 60;
- (ix) (1) 7/8" copper pipe;
- (x) (1) 1/2" copper pipe;
- (xi) (1) 20 1-1/8 x 3/4 insulation
- (xii) (20) 3/4 1/2 insulation;
- (xiii) (1) 3/4" copper pipe;
- (xiv) (1) 1 3/8" copper pipe;
- (xv) (100) Thermostat 18-8;
- (xvi) (3) Drain line fittings;
- (xvii) (1) 20 x 30 return grill with filter;
- (xviii) (5) 5 6 x 20 side wall grill; and
- (xix) (3) 2 ton uncased air handler

11. The total costs for the Plaintiff's services in relation to the aforementioned was C1\$29,700.00 and as such invoice no 13311 dated 14 August 2013 was provided to the Defendant.

12. On 16 August 2013 the Defendant paid a total amount of C1\$24,305.00 toward the original invoices as follows:

- (i) 1<sup>st</sup> payment – Aug. 16, 2013, Amount \$11,480.00 (RBC CH# 051)
- (ii) 2<sup>nd</sup> payment – Oct. 4, 2013, Amount \$8,000.00 (RBC CH# 027)
- (iii) 3<sup>rd</sup> payment – Nov. 29, 2013, Amount \$4,825.00 (RBC CH# 079)

13. On 1 November 2013 the Defendant again contacted the Plaintiff. During the service call the Plaintiff replaced pad filters in the air handler as they were dirty, checked air handler and condenser on the second level and installed supply grills on the ground floor and third floor bedroom and removed all old thermostats and rewired bedroom on the third floor as well.
14. On 3 February 2013 the Plaintiff was contacted by the Defendant and at which time the Plaintiff replaced pad filters in the air handler as they are dirty and installed two supply grills in the laundry area.
15. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$125.00 and as such invoice no 13527 dated 3 December 2013 was provided to the Defendant.
16. On the 22 December 2013 the Defendant contacted the Plaintiff to replace thermostat for the downstairs bedroom and reprogram all of them.
17. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$150.00 and as such invoice no 13960 dated 22 December 2013 was provided to the Defendant.
18. The Defendant was clear of the outstanding monies due to the Plaintiff. The Plaintiff clearly outlined that the finance charge of 2.0% per month would be an additional cost to the Defendant should the debt not be paid in the prescribed time limits.
19. The Plaintiff sent monthly statements as a reminder to the Defendant as to the outstanding amount due on the debt but no monies were forthcoming on behalf of the Defendant.
20. The Defendant was contacted lastly on 5 January, 2016 requesting payment of outstanding invoices but to date no response has been received. It is apparent that the

Defendant is not willing or has refused to pay the amount owed to the Plaintiff at this time.

21. A considerable amount of time had lapse after the installation of the units at Island Medical upon instructions from the Defendant and the Plaintiff has regularly been in contact by telephone and email with the Defendant in relation to this debt.
22. The Plaintiff sent monthly invoices capturing the amount of debt remaining to the Defendant but the Defendant has refused to acknowledge and address the outstanding debt.
23. The Plaintiff being a reasonable and fair businessman accepted that there may be unforeseen circumstances that individuals can experience and is willing to work with the Defendant at all material times.
24. The Plaintiff believed that the Defendant would pay the total amount charged for the installation of the units and was more than willing to offer the Defendant a payment plan to assist with any hardships the Defendant might be experiencing.
25. The Plaintiff has tried to recover the outstanding amount owed by the Defendant but all efforts have been unsuccessful to date.

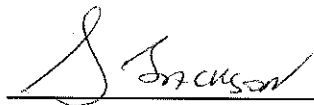
**AND THE PLAINTIFF CLAIMS:**

1. The sum of CI\$14,361.44;
2. Interest in the sum of CI\$341.80 calculated at the prescribed rate from 21 October 2013 (855 days) to date.
3. Interest to be continued until this matter is settled in the amount of CI\$14,361.44 x 2.38% = CI\$341.80 ÷ 12 = CI\$28.48 ÷ 30 days = CI\$0.95 per day.

4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 23<sup>rd</sup> February, 2016

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**Stafford Jackson**  
**(T/A Universal Air-Conditioning)**  
Plaintiff

TO: The Clerk of the Court

AND TO: Chris Price  
61 Kintyre Drive  
Grand Cayman KY1-1204  
CAYMAN ISLANDS

This **PLAINT** was issued by Universal Air-Conditioning, whose address for service is PO Box 11974, Grand Cayman KY1-1010, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 0038 OF 2016

BETWEEN:

STAFFORD JACKSON  
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

CHRIS PRICE

DEFENDANT

\_\_\_\_\_  
ACKNOWLEDGMENT OF SERVICE  
\_\_\_\_\_

1. State the Defendant's name and address:  
\_\_\_\_\_

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes       no  
\_\_\_\_\_

3. If you do not intend to contest the action, do you want time in which to pay the claim?  
 yes       no  
\_\_\_\_\_

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf  
 yes       no  
\_\_\_\_\_

Service of the Plaintiff is acknowledged accordingly

\_\_\_\_\_  
Defendant's signature

DATE:

*See overleaf*

## PARTICULARS OF DEFENCE

*(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff for, or is not liable for the full amount claimed.)*

1.

2.

3.

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Defendant's signature

**REMINDER:** This form must be taken to or sent to the Court Office, Law Courts, 61 Albert Panton Street, P.O. 495, Grand Cayman, KY1-1106, within 14 days of receipt otherwise default judgment may be entered against you.