

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC0039 OF 2016

BETWEEN:

STAFFORD JACKSON
(T/A UNIVERSAL AIR-CONDITIONING)

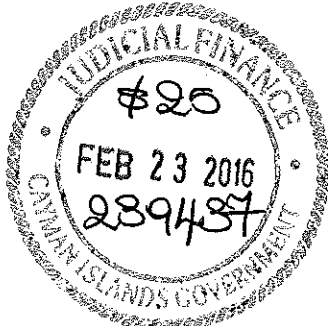
PLAINTIFF

AND:

- (1) ROBERT SHERENGO
- (2) GEORGIA SHERENGO

1ST DEFENDANT

2ND DEFENDANT



PLAINT

To: Robert & Georgia Sherengo
Luxury at the Kai
North Side
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: 23th day of February, 2016

PARTICULARS OF CLAIM

1. On 24 January 2012 the Defendants requested the services of the Plaintiff (T/a Universal Air-Conditioning) at the First and Second Defendants ("the Defendants") properties.

2. Upon arrival at the Defendants property, located at Harvest Drive, Savannah Meadows, the Plaintiff installed a 45 + 4 MFD 440 capacitor and provided a system service maintenance installing time delay and mesh pads.
3. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$260.00 and as such invoice no 102515 dated 1 January 2012 was provided to the Defendants.
4. On 27 July 2012 the Defendants requested the services of the Plaintiff. During this service call the Plaintiff provided a system service maintenance, cleaning slime and water from main and emergency drain pans, checked condensers for leaks, washed the condenser coils and general standard checks on the unit.
5. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$170.00 and as such invoice no 10909 dated 27 July 2012 was provided to the Defendants.
6. On 15 April 2011 the Defendants contacted the Plaintiff and arranged a service maintenance, which is standard service and entails inspecting and checking condensers for leaks, washing same, adding alge tablets etc. Basically ensuring the system is running properly and in good working condition.
7. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$75.00 and as such invoice no 8735 dated 15 April 2011 was provided to the Defendants.
8. On 4 June 2009 the Defendants requested the services of the Plaintiff.
9. On the aforementioned service call the Plaintiff provided a Lennox ultra H/E 3.5 ton condenser, Lennox ultra H/E 3.5 ton air handler and replaced sheetrock and duct board.

An emergency drain pan and a curve blade grill was installed together with a 4" flex duct drop with grill and 8" flex duct drop and two metal grill boxes were installed.

10. The total costs for the Plaintiff's services in relation to the aforementioned was ~~CI\$9,115.00 and as such invoice no 5690 dated 4 June 2009 was provided to the~~ Defendants. However, an air handler was provided by the Defendants and such Plaintiff's invoice reflected same; total amount on invoice being CI\$8,300.00.
11. The Defendant paid a total amount of CI\$6,180.00 toward the original invoices as follows:
 - (i) 1st payment – 9 February 2009 in the amount of CI\$1,000.00 (CNB chq #808)
 - (ii) 2nd payment – 21 April 2010 in the amount of CI\$2,000.00 (CNB online)
 - (iii) 3rd payment – 10 June 2010 in the amount of CI\$1,000.00 (CNB online)
 - (iv) 4th payment – 1 October 2011 in the amount of CI\$500.00 (CNB online)
 - (v) 5th payment – 9 May 2011 in the amount of CI\$840.00 (CNB online)
 - (vi) 6th payment – 9 May 2011 in the amount of CI\$840.00 (CNB online)
12. On 5 November 2011 the Defendants requested the services of the Plaintiff and a diagnostic service conducted as the a/c system was not working. A fuse in the air handler was replaced and all electronic components were checked.
13. The total costs for the Plaintiff's services in relation to the aforementioned was CI\$100.00 and as such invoice no 9809 dated 5 November 2011 was provided to the Defendants.
14. The Defendants to date has not made any further payments whatsoever in relation to the total debt owed to the Plaintiff. The Plaintiff has tried to contact the Defendants via email but to date has been unsuccessful on all attempts.
15. The Defendants were 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 costs to the Defendants should the debt not be paid in the prescribed time limits.
16. The Plaintiff sent monthly statements as a reminder to the Defendants as to the outstanding amount due on the debt but no monies were forthcoming on behalf of the

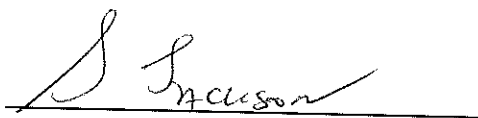
Defendants. These reminders captured the amount of debt remaining on the account. However, the Defendants has refused to acknowledge and address the outstanding debt.

17. ~~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 Defendants at all material times.~~
18. The Plaintiff believed that the Defendants would pay the total amount charged for the installation and service of the various properties and was more than willing to offer the a payment plan to assist with any hardships the Defendants might be experiencing.
19. 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\$7,864.28;
2. Interest in the sum of CI\$187.17 calculated at the prescribed rate from 1 January 2009 (2483 days) to date.
3. Interest to be continued until this matter is settled in the amount of CI\$7,864.28 x 2.38% = CI\$187.17 ÷ 12 = CI\$15.60 ÷ 30 days = CI\$0.52 per day.
4. Fixed costs of \$175.00 + CI\$30.00 (service in George Town), alternatively costs to be assessed.

DATED: 23rd February, 2016



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

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC 0039 OF 2016

BETWEEN:

STAFFORD JACKSON
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

(1) ROBERT SHERENGO

1ST DEFENDANT

(2) GEORGIA SHERENGO

2ND 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 Plaint 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.

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.