

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC0042 OF 2016

BETWEEN:

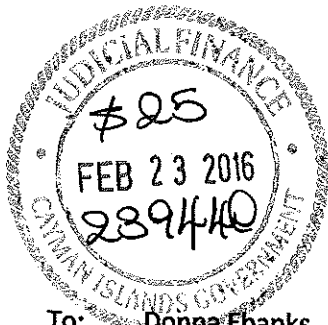
STAFFORD JACKSON
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

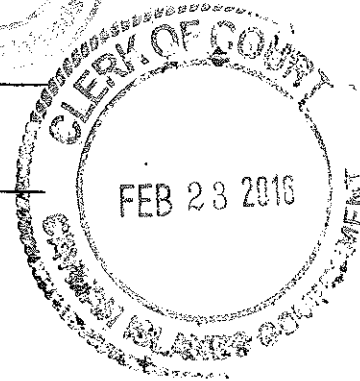
AND:

DONNA EBANKS

DEFENDANT



PLAINT



To: Donna Ebanks
WestBay #33
PO Box 625
Grand Cayman KY1-1303
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 *Plaint* 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: 23rd day of February, 2016

PARTICULARS OF CLAIM

1. On 5 July 2008 the Defendant requested the services of Universal Air-Conditioning for the installation of a 3.0 ton Lennox High efficiency air handler installation, an emergency ceiling saver service kit and duck board 1" case together with a 3.0 ton Lennox high efficiency condenser. The equipment were to be installed at the Defendant's residence located at #33 West Bay, Grand Cayman.
2. The total costs for the Plaintiff's services in relation to the aforementioned installation and was CI\$4,285.00.
3. The Plaintiff outlined the material that was to be supplied to the Defendant and specified the rate that would be charged in relation to the aforementioned installation. The Plaintiff also stated the overdue charge at a rate of 2.0 percent per month on all unpaid accounts.
4. On 14 July, 2008 the Defendant accepted the conditions and duly authorized the Plaintiff to undertake work as specified with regards to the installation of the units.
5. The Plaintiff completed the installation of the units at the Defendant's residence on 18 July 2008 and the Defendant was satisfied at the completion of the installation.
6. The Defendant was clear of the outstanding monies due to the Plaintiff time. The Plaintiff clearly outlined that the finance charge of 2.0% per month would be an additional costs to the Defendant should the debt not be paid in full.
7. The Defendant paid a total amount of CI\$1,200.00 toward the original invoice in cash as follows:
 - (i) 1st payment – 27 July, 2015 in the amount of CI\$700.00
 - (ii) 2nd payment – 10 August, 2006 in the amount of CI\$200.00
 - (iii) 3rd payment – 11 November, 2006 in the amount of CI\$200.00
 - (iv) 4th payment – 25 March, 2007 in the amount of CI\$100.00

8. A considerable amount of time had lapse after the installation of the units at the Defendant's residence but the Plaintiff regularly was in contact by telephone and email with the Defendant in relation to the debt.
9. ~~The Plaintiff explained to the Defendant she had clearly fallen short with regards to the payment due to the Plaintiff. The Defendant then offered excuses as to why the debt had not been satisfied in a timely manner.~~
10. The Defendant then disappeared and refused to answer email correspondence sent by Plaintiff. The only acknowledgement received by the Plaintiff was a "read" receipt evidencing that the email was in fact read by the Defendant.
11. The Plaintiff being a reasonable and fair businessman accepted that there were unforeseen circumstances that individuals may experience and was willing to work with the Defendant at all material times.
12. The Plaintiff believed that the Defendant would pay the total amount charged for the installation of the unit and decided to offer the Defendant a payment plan until the debt was paid in full.
13. The Plaintiff telephoned the Defendant on occasions requesting payment and the Defendant promised that outstanding amount would be paid shortly and again offered excuses such as being in between jobs, illness or that her baby was ill and basically it was never ending. These stories left the Plaintiff believing that perhaps they were fabricated and the Defendant was not willing to pay the debt owed.
14. The Plaintiff sent email reminders of the debt outstanding to the Defendant. The Plaintiff even suggested to the Defendant by email that the finance charges would be waived should the Defendant come in and accept a payment plan agreed between the Plaintiff and the Defendant.
15. On 24 February, 2014 the Plaintiff sent the Defendant an email enclosing the invoice stating that no payments had been received since March 2007 and requested that

should the Defendant not have funds available to make payment in full then at least make a substantial payment towards the balance.

16. As mentioned above the Plaintiff again reminded the Defendant that the finance charges could be reversed if an effort was made to satisfy the debt. Unfortunately, to date the Defendant did not acknowledge the more than reasonable offer outlined in the email communication. However, the Plaintiff is willing to reverse all late fees accumulated on the Defendant's account, simply because the Plaintiff believes that the Defendant has fallen on hard times and will not be able to pay the aforementioned costs and will therefore only expect payment on the outstanding debt rather than the finance charged incurred.
17. On 1 June, 2015 the Plaintiff again sent an email attaching invoice and requesting payment at the Defendant's earliest convenience, to date no payment was received.
18. 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\$3,506.84;
2. Interest in the sum of CI\$83.46 calculated at the prescribed rate from 18 July 2008 (3507 days) to date.
3. Interest to be continued until this matter is settled in the amount of CI\$3,506.84 x 2.38% = CI\$ 83.46 ÷ 12 = CI\$6.95 ÷ 30 days = CI\$0.23 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

TO: The Clerk of the Court

AND TO: Donna Ebanks
WestBay #33
PO Box 625
Grand Cayman KY1-1303
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 0042 OF 2016

BETWEEN:

STAFFORD JACKSON
(T/A UNIVERSAL AIR-CONDITIONING)

PLAINTIFF

AND:

DONNA EBANKS

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.

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.