

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 67 OF 2020

B E T W E E N:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff



AND

WINELLA MAXWELL

Defendant

PLAINT

TO:

Ms. Winella Maxwell
P.O. Box 107
Grand Cayman, KY1-1101
Cayman Islands



June 24, 2020

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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in 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 to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 24 day of June 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a Company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, #68 Fort Street, George Town, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 107, Grand Cayman KY1-1101, Cayman Islands.
3. At all times the Plaintiff has been a Company registered in the business of supplying electricity to residential and commercial properties.
4. The Defendant entered into an agreement with the Plaintiff on 2 July 2015 or the supply of electricity to the residential property with the address of Block 14C, Parcel 584, #99 Keturah Street, Walkers Road, George Town, Grand Cayman ("the Premise").
5. The Defendant signed a Declaration and Agreement when applying for the service, agreeing to the Plaintiff's current Schedule of Rates, The Customer Service Code Terms of Service and other terms and conditions of supply being in force from time to time regulating the use and supply of electricity to address of Block 14C, Parcel 584, #99 Keturah Street, Walkers Road, George Town, Grand Cayman. Attached is a copy of the signed Declaration and Agreement being exhibit "POC-1".
6. A Formal Demand Letter for the outstanding sums owing to the Plaintiff was personally served on the Defendant on 11 July 2016. A further Formal Demand Letter was personally served on the Defendant on 22 February 2019, formally requesting payment be made towards the delinquent account and that the Defendant contacts the Plaintiff's attorney to arrange a payment proposal.
7. Despite numerous demands for payment being made via and formal demand, the Defendant has failed to clear the outstanding amount owing to the Plaintiff.
8. As of the date of these proceedings, the Defendant remains indebted to the Plaintiff for the outstanding sums owing on the account.

9. Pursuant to the Plaintiff's Customer Service Code Terms of Service, the Plaintiff is entitled to claim interest on the outstanding sums owing at the rate of 6.50%.
- a) Alternatively, pre and post judgment interest to be calculated from 11 April 2016 at the rate of 2.38% per annum in accordance with s.34 of the Judicature Law (2017 Revision) and The Judgment Debts (Rates of Interest) Rules 2012 and interest to continue at 0.38 per diem until the debt has been paid in full.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- b) CI\$2,110.30 being the principal sum due.
- c) CI\$576.11 Pre- and post- judgment interest from 11 April 2016 to 22 June 2020 at the rate of 6.50% per annum in accordance with the Terms and Conditions of supply being CI\$0.38 per diem and interest to continue at 0.38 per diem until the debt has been paid in full.
- d) Alternatively, pre and post judgment interest to be calculated from 11 April 2016 at the rate of 2.38% per annum in accordance with s.34 of the Judicature Law (2017 Revision) and The Judgment Debts (Rates of Interest) Rules 2012 and interest to continue at 0.38 per diem until the debt has been paid in full.
- e) Costs in accordance with the Summary Court Rules 2004; and
- f) Such further and other relief as this Court may deem just.



HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$2,110.30 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgment are CI\$150.00 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the Acknowledgement of Service, the Defendant pay the Plaintiff or its Attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the plaintiff or to its Attorneys-at-Law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 9 above;
2. The prescribed rate of interest is 6.50% per annum;
3. The date from which interest is payable is 11 April 2016;
4. The amount of interest accruing due each day is CI\$0.38.

This Plaint was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is #68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref:417737-0286)

7/02/15, 14:34:11

Caribbean Utilities Company, Ltd.
CUSTOMER SERVICE APPLICATION

CSD April 2011

USER ID ABUSH

NAME MAXWELL, WINELLA
ADDRESS P.O. BOX 107
GRAND CAYMAN KY1-1101
CAYMAN ISLANDS CI -
PHONE 345 323-5556
EXEMPT TAX NO PENALTY NO
CASH ONLY NO

CUSTOMER ID 105887
Old UB Account Number

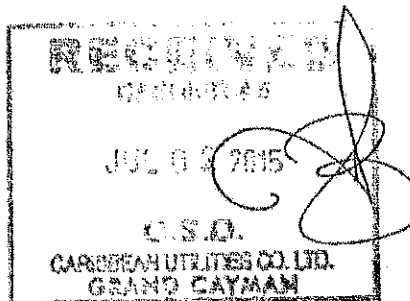
SERVICE ADDRESS 99 KETURAH ST 10
CYCLE/ROUTE 98 02
LOCATION ID 303712
WALKR

INITIATION DATE 7/02/15
JURISDICTION GRAND CAYMAN
INSIDE UNITS 1.00
SOCIAL SECURITY NUMBER
DOING BUSINESS AS
ALT CUSTOMER ID 2
CLASS RESIDENTIAL
SECTION *****
DRIVERS LIC NUMBER

ELECTRIC METERED METERED RATE
METER NUMBER A02S00004984 UNITS 1.00

SERVICE ORDERS
WF0481314 CSD1 CSD1-Mtr Rdr Work IN RECONNECT-INITIAL READ 7/02/15

MISC. INFORMATION
1ST CELL# 3453235556
APARCELL#
EMPLOYER DAVID EBANKS
DL/PPORT# ***1934
DL/PP#DESC ST. LUCIAN PP#
D.O.B. APRIL-24-1996



Declaration & Agreement

The undersigned declares that the information provided on this application is true and accurate and understands that any false declarations may result in reassessment of deposit and/or disconnection of service. In case of a corporate application, the undersigned confirms that I am a duly authorised officer of the company and have the authority to apply for electricity service.

Having agreed to pay/transfer a deposit to Caribbean Utilities Company, Ltd. [CUC], the undersigned hereby applies for service in accordance with the current Schedule of Rates, the Customer's Handbook - Terms of Service and other terms and conditions of supply being from time to time in force regulating the use and supply of electricity which are on file with CUC, or any effective superseding schedule governing this class of service. The undersigned understands and agrees to the terms herein and acknowledges and agrees to the right of CUC to require security deposits or advance payments where these are deemed appropriate or necessary by CUC. In the case that CUC requests such a deposit, the undersigned agrees to pay the same to CUC forthwith upon demand.

It is further agreed that should CUC or the undersigned terminate this service, the undersigned will be liable for all unpaid amounts and authorise CUC to transfer any outstanding amounts to any of the undersigned's active CUC accounts.

Name: Winella Maxwell Signature: [Signature]
Date: July 2, 2015

Application for Electrical Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2020

BETWEEN:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

WINELLA MAXWELL

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:-

2. State whether the Defendant intends to contest the action.

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.

Service of the Plaintiff is acknowledged accordingly.

Dated this day of 2020

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*