



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2021

BETWEEN: CARIBBEAN UTILITIES COMPANY LTD..

PLAINTIFF

AND: HEITH MCLAUGHLIN

DEFENDANT

PLAINT

To the Defendant at:

**P.O.BOX 910
GRAND CAYMAN KY1-1103**

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, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement 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 17 September 2021.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

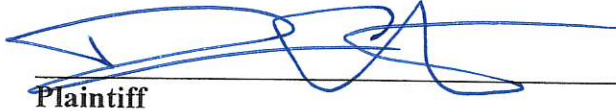
1. Pursuant to an Application of Electrical Service dated Monday, 27 November 2017 the Plaintiff agreed to supply the Defendant with utility electrical service and the Defendant agreed to pay for services provided monthly. It was a term of the Application of Electrical Service that the Defendant would be liable for fees associated with the debt collection or legal proceedings.
2. The Defendant fell into arrears and as at the date of this Plaintiff has an outstanding balance provided for in the Claim set out below which includes the Defendant's fees ("**Amount Due**"). Full particulars of the electrical service and credit supplied to the Defendant are known to the Defendant.
3. A copy of each of the Application of Electrical Service and Statement of Account are hereby attached.
4. The Plaintiff have formally demanded payment on numerous occasions.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay the Amount Due to the Plaintiff.

THE PLAINTIFF THEREFORE CLAIMS:

1. The principal sum of \$2,119.95;
2. Interest on the amount found to be due to the Plaintiff pursuant to credit agreement:
 - a. From to the date of filing of this Plaintiff and Particulars of Claim, being a total of \$1,000.00
or alternatively interest at such rate and for such period as the Court thinks fit;
3. Interest to continue until this matter is settled.
4. Fixed costs of \$250.00, or alternatively costs to be assessed;
5. Court costs of \$25.00; and
6. Such further and/or other relief as this honorable Court deems appropriate.

If within the time for returning the Acknowledgement of Services, the Defendant pays to the Plaintiff the total amount claimed which is \$2,119.95 plus interest and costs further proceedings will be stayed.

Dated the 17 September 2021.



Plaintiff

TO:
The Clerk of the Court

AND TO:
The Defendant
P.O.BOX 910
GRAND CAYMAN KY1-1103

This Plaint was issued by the Plaintiff herein, whose address for service is Caribbean Utilities Company, Ltd 457 North Sound Road P.O. Box 38, Grand Cayman KY1-1101, Cayman Islands 3459495200.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2021

BETWEEN: CARIBBEAN UTILITIES COMPANY LTD..

PLAINTIFF

AND: HEITH MCLAUGHLIN

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 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.

Defendant's Signature

Dated this day of 20____.

See Overleaf

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

Defendant's Signature

REMINDER

This form must be taken or send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.

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 endorsed on the Plaint (i.e. the words "Particulars 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 Plaint, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaint, 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 installments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a plaint 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 Plaint)".
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 authorized 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.

Balance over 3 months

#445:00
Paid \$228.00

LOC #318976

CSD July 2015



Application for Electrical Service

Individual

Caribbean Utilities Company, Ltd.
Customer Service Department
P.O. Box 38, Grand Cayman KY1-1101
Tel: (345) 949-5200, Fax: (345) 945-1218
E-mail: service@cuc.ky, Website: www.cuc-cayman.ky

When applying for electrical service, please included the following:

- Completed Application Form (Ensuring that all sections are filled in correctly with the proper service address)
- Valid Lease Agreement or Land Registry
- Copy of Valid Photo Identification (Driver's License, Passport or Voter's Identification)
- Security Deposit (CUC will assess the monthly usage based on electrical equipment installed and will charge a deposit based on 45 days estimated usage of the property to be occupied.

Note: Prior to applying for 'New Service' that has been disconnected for longer than six (6) months, please ensure that all approvals for connection have been provided to CUC by the Cayman Islands Government Planning Department. Service connections are normally completed in four (4) to six (6) working days, but may vary.

In some cases contribution in aid of construction (CIAC) is required from the customer, please see our terms of service for details

Date service required (2 working days' notice is required for transfer of existing service): 30/11/17

If you are a previous or existing customer, please state Customer Account Number[s]: ~~41241~~ - 318976

Account Name

Surname: MCLAUGHLIN First Name: HEITH Middle Initial: S

Maiden Name (if applicable):

Date of Birth (Month/Day/Year): July 27 1971
Used to assist with distinguishing between Account Holders with the same name.

Owner Tenant

P.O. Box: 910 KY1-1103 Post Code: KY1-1103

City: GA State:

Telephone [Primary mobile]: 9160765 [Secondary Mobile]: [Home]:

Name of Employer: CI BOAT Work Telephone: 9451199

Identification Type: Passport Driver License Voter ID I.D. Number: 56424 Country of Issue: Cayman

Primary E-mail: Heith.mcl@gmail.com Secondary E-mail:

Property Management Information

Company Name (if Applicable):

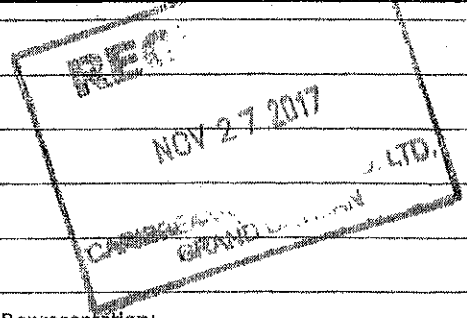
Name of Contact Person: Rick Burgos

Company should receive: All bills Copy of bills

P.O. Box Postal Code

Telephone [Mobile]: [Office]

E-mail: Effective date of Representation:



11241 - 318976

CSD July 2015

Service Requirements

Physical street address where service is required: Building/House No.: #1705 C		Apartment No.: 115
Street Name: Rosedale Crescent		District: 6-A
Address where service is required. [only if exact street address has not been issued by Government Planning Department]:		
Registration section:	Block:	Parcel:
Type of Request: <input checked="" type="checkbox"/> New Service <input type="checkbox"/> Temporary Supply <input type="checkbox"/> Reconnection of Service		
Type of Service: <input type="checkbox"/> Apartment <input type="checkbox"/> House <input type="checkbox"/> Condo <input type="checkbox"/> Duplex <input type="checkbox"/> Farming		
Number of bedrooms: 2	Living Sq. Footage:	Total Sq. Footage:
Would you prefer to receive bills via e-mail? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
(No paper bills are mailed with selection of this option)		
If you are a tenant, state landlords name and telephone number:		

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 authorized officer of the company and have the authority to apply for electricity service.

Having agreed to pay/transfer a deposit to Caribbean Utilities Company, Lt. [CUC], the undersigned hereby applies for service in accordance with the current Schedule of Rates, the 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 authorize CUC to transfer any outstanding amounts of any of the undersigned's active CUC accounts.

Name: HARA MAURITIN Signature: [Signature]

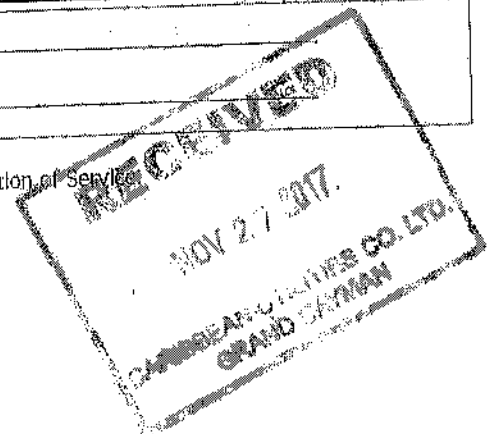
Position: Tenant Date: 27 / Nov 2017

Acceptance by CUC

Name: _____ Signature: _____

Position: _____ Date: _____

Please Note: All Account Holders are required to notify CUC in writing to request termination of service.



NAME MCLAUGHLIN, HEITH S. CUSTOMER ID 115697
ADDRESS P.O. BOX 910 DATE OF BIRTH DDDMMYYYY
GRAND CAYMAN KY1-1103
CAYMAN ISLANDS CI -
PHONE 345 916-0746
EXEMPT TAX NO PENALTY NO
CASH ONLY NO
CUSTOMER TYPE RENTING TENANT

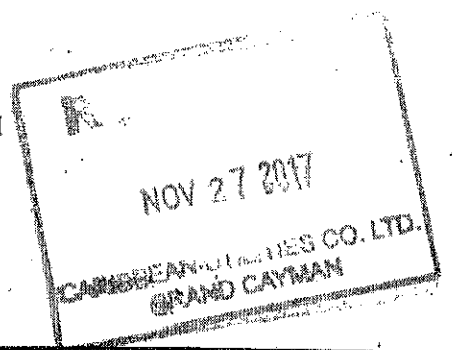
SERVICE ADDRESS 765 CREWE RD 115 CYCLE/ROUTE 98 02 LOCATION ID 318976
GT

INITIATION DATE 11/30/17 CLASS RESIDENTIAL
JURISDICTION GRAND CAYMAN SECTION SS-23 FEEDER
INSIDE UNITS 1.00 DRIVERS LIC NUMBER
SOCIAL SECURITY NUMBER
DOING BUSINESS AS 5
ALT CUSTOMER ID 2

ELECTRIC METERED METERED RATE UNITS 1.00
METER NUMBER A02SG0000131

SERVICE ORDERS
WF0595142 CSD1 CSD1-Mtr Rdr Work IN RECONNECT-INITIAL READ 11/30/17

MISC. INFORMATION
1ST CELL# 345-916-0765
APARCELL#
WORK PH# 345-945-1199
EMPLOYER CI GOVERNMENT
E MAIL HEITH.MCLAUGHLIN@GMAIL.COM
DL/PPORT# *6424
DL/PP#DESC CIDL
D.O.B. JULY 27, 1971



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: Heith McLaughlin Signature: [Handwritten Signature]
Date: Nov 27 17

CAYMAN ISLANDS DRIVER'S LICENCE

LICENCE NO.	TYPE	ISSUED	EXPIRES	GROUPS	SEX
56424	Full	04-Aug-17	04-Aug-20	2	M
HEIGHT	EYE	HAIR	DOB	DISABILITY	
69	BROWN	BLACK	27-Jul-71	None	

REITH
SAMUEL
MCLAUGHLIN
115 CREWE ROAD GT
PO BOX 910 GT
GRAND CAYMAN KY1-1109



Samuel Reith McLaughlin
Signature of Holder



You've got the power

Caribbean Utilities Company, Ltd.
Customer Service Department
P.O. Box 38 GT, Grand Cayman
Tel: (345) 949-4300, Fax: (345) 945-1218

Customer Directive Form

Please complete as much of the following as applies to you.

Note: Do not forget to sign the declaration. If you are acting on behalf of a customer you will also need to provide evidence of authority.

I, the undersigned customer of Caribbean Utilities Company, Ltd. [CUC], hereby authorise and direct CUC to perform the work requested below on the following date:

Sept 7 2005

Terminate supply, close my account, and refund my deposit-net of any amounts due to CUC for electrical services.

Off reading.

Terminate supply, close my account and transfer my deposit/refund balance to:

Account Number: _____ Customer Name: Heith. S. McLaughlin

Signature of Customer balance will be transferred to: _____

Note: A new customer will need to complete a new contract before your instructions can be completed.
A deposit cannot be transferred to another customer unless the final bill is paid in full.

Change the mailing address for all future billings and correspondence to:

Temporary disconnection [e.g. away on vacation, to facilitate repairs].

I undertake to pay any amounts due to CUC for electrical service including reconnection fee.

Other: _____

WFO154274
RECEIVED
SEP - 6 2005
C.U.C.
CARIBBEAN UTILITIES COMPANY

Declaration

I, the undersigned, hereby release, indemnify, and hold CUC harmless from and against any and all claims, losses, cost and liabilities arising in any way from the execution of the above instructions.

Customer's Name [as it appears on bills]: Heith. S. McLaughlin

Account Number: 45385-300398 [or Meter Number]: _____

Service Address: Ryan's Retreat

Mailing Address: 910 GT Date: _____

Telephone: [Work]: 6451199 [Direct]: _____ [Cell]: 9278623

Customer's Signature [or signature of legal personal representative]: [Signature]

Note: If you are acting on behalf of a customer as his/her legal personal representative, you must also provide the following documents:
a] If a Customer is deceased and has left a will: [1] a copy of the death certificate and [2] a probate copy of the will.
b] If a Customer is deceased and has NOT left a will: [1] a copy of the death certificate and [2] a copy of the letters of administration.
c] In the case of a living Customer: [1] a copy of the Court documents or Power of Attorney granting authority to you.

Customer ID 45385 MCLAUGHLIN, HEITH S Location ID 300398 586 CREWE RD 07 CT

Cycle/Route 98 02

Amount Due	.00	Actual Amount Due	.00
Pending	.00	Budget Deferred	.00
Initiation Date	09/11/2001	Termination Date	09/07/2005
Customer/Location	W		

Switch View

Option	Trans	Type	Transaction Date	Description	Transaction Amount	Reference Date	Running Balance	Due Date
	R	ADJ	07/01/2021	WRITE OFF ADJ	1589.97-	06/30/2021	.00	
	OC	PMT	02/19/2020	TEWERS 02192009	150.00-		1589.97	

AGREEMENT FOR RENTAL

CAYMAN ISLANDS

THIS TENANCY AGREEMENT is made this 2nd day of October 2017.

BETWEEN:

Ricardo (Ric) Burgos
P.O. BOX 769
GRAND CAYMAN KY1-1502

(hereinafter called "the Landlord")

OF THE ONE PART

AND:

Heith McLaughlin
P.O. Box 910
Grand Cayman KY1-1103

(hereinafter called "the Tenant")

OF THE OTHER PART

WHEREBY IT IS AGREED as follows:

1. The Landlord hereby lets unto the Tenant the apartment together with the fittings and furniture listed in the inventory annexed hereto (hereinafter called "the Premises") to hold the same unto the Tenant for the period and at the rent set out in the Schedule A.


2. The Tenant hereby AGREES with the Landlord as follows:-

- (1) To pay the reserved rents on the days and in the manner aforesaid;
- (2) To permit the Landlord and his agent with or without workmen and others at any reasonable times upon reasonable notice to enter upon and examine the condition of the Premises;
- (3) Throughout the term to keep the Premises and the fixtures and fittings therein in good and tenable repair and condition (fair wear and tear excepted);
- (4) Upon the Landlord giving to the Tenant reasonable notice to permit the Landlord and his agents with all necessary workmen and appliances at all reasonable times to enter upon the premises to execute any repairs and maintenance and to inspect the condition of the Premises;
- (5) Not without the previous consent in writing of the Landlord make or to permit or suffer to be made any alteration in or external projection on or additions to the Premises or cut, maim or injure or permit or suffer to be cut, maimed or injured any of the walls or timbers thereof;
- (6) Not to change, encumber, assign, underlet or part with the possession of the Premises or any part thereof;
- (7) Not to do or permit or suffer anything whereby the Landlord's policy or policies of insurance in or upon the Premises against fire or any other risk may become void or voidable or whereby the premium thereon may be increased and to repay the Landlord all sums paid by the Landlord by way of increased premium and all reasonable expenses incurred by the Landlord in or about any renewal or such policy or policies or any other expenses or charges incurred by the Landlord rendered necessary by reason of breach or non observance of the provisions of this clause;

- (2) If the Premises or any part thereof shall at anytime during the tenancy be destroyed or damaged by fire or by any other cause so as to be unfit for habitation and use this Agreement shall be automatically terminated and neither party shall have any rights against the other provided such damage shall not have been caused by the Tenant or the Tenant's servant, agents or invitees, it being agreed that the balance of any prepaid rent and the deposit shall be refunded to the tenant;
- (3) Any notice under this Tenancy Agreement shall be in writing and any notice to the Tenant shall be deemed to be sufficiently served if left addressed to the Tenant on the Premises or sent to the Tenant by prepaid registered post or left at the last known address in the Cayman Islands and any notice to the Landlord shall be deemed to be sufficiently served if sent by prepaid registered post to the Landlord at its address hereinbefore given. Any notice properly posted to the Landlord or Tenant shall be deemed to have been served within five (5) days following that on which it was posted;
- 5. The Tenant agrees to deposit with the Landlord the sum set out in the Schedule as security for the Tenant's obligation hereunder. The said deposit shall be paid in full by the date agreed with the Landlord and shall be held for the term of this Lease. Any balance not so applied shall be refunded by the Landlord to the Tenant on termination hereof.
- 6. The Landlord may terminate this agreement by giving thirty (30) days notice in writing if any of the provisions are not adhered to. This lease agreement may be terminated by the Tenant upon 30 days notice, in the event her work permit being revoked or not renewed during the lease period requiring her to leave the island.
- 7. In this Tenancy Agreement where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number only shall include the plural number and vice versa and words importing persons and all references to persons shall include corporations and firms and vice versa.
- 8. This Agreement shall be construed in accordance with the Laws of the Cayman Islands.
- 9. In so far as the terms and provisions of this lease are inconsistent with the terms and provisions of the Registered Land Law 1971 the said Registered Land Law shall where permitted by it be deemed to have been varied to that extent.

AS WITNESS the hands of the parties hereto the day and year first before written.

SIGNED by the Landlord)
 in the presence of:)


 _____)
 Witness)


 _____)
 Ricardo (Rick) Burgos)

SIGNED by the Tenant)
 in the presence of:)


 _____)
 Witness)


 _____)
 Heith McLaughlin)

Contact #s
 925-5132 (c)
 947-7353 (w)



Caribbean Utilities Company Ltd.
Deposit Billing

Customer Name: McLaughlin, heith S. Account: 115697-318976

Required Deposit: \$ 445.00 Notes:

Payment Received: \$ 225.00

Balance owing: \$ 220.00

Installments: 3

*Amount to be billed monthly: \$ 73.33

Acknowledgement :

Name : Heith McLaughlin Date: Nov 27 2017

Signature: [Handwritten Signature]

Customer Service REP: [Handwritten Signature]