



ARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2022

N:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

MICHAEL JERALD YONKER

Defendant

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PLAINT

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TO:

**Mr. Michael Jerald Yonker**  
 Savannah  
 PO Box 1218  
 Grand Cayman KY1-1503  
 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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment 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 2<sup>nd</sup> day of August 2022

**See overleaf for particulars of the Plaintiff's claim**

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is and was at all material times a licenced generator and supplier of electrical power throughout Grand Cayman, Cayman Islands. The Plaintiff's address for service is care of its Attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is and was at all material times an individual resident in the Cayman Islands with a mailing address of P.O. Box 1218, Savannah, Grand Cayman, KY1-1503, Cayman Islands.
3. Pursuant to the Customer Service Application dated 18 January 2019, the Plaintiff agreed to supply electricity to the Defendant's property known as and situate at 120 Cariat Road, Frank Sound, Grand Cayman (the "Premises") and Account #119139-316930 was established as a result (the "Agreement").
4. It was a term of the Agreement that the Defendant agreed to be bound by the Plaintiff's "*current Schedule of Rates, the Customer's Handbook – Terms of Service and other terms and conditions of supply being from time in force regulating the use and supply of electricity*". It was a term of the Customer Service Code that finance charges would be assessed on overdue customer accounts beyond 60 days at the rate of the Cayman Islands Banks' published prime lending rate plus 3% totalling 7% per annum.
5. In accordance with the Agreement, the Plaintiff supplied electricity to the Premises and rendered invoices from time to time.
6. In breach of the Agreement, the Defendant failed to pay the invoices as and when due. As at 1 October 2020, the date upon which the account were closed, the combined principal balance owed to the Plaintiff by the Defendant in respect of Account #119139-316930 was CI\$3,349.14
7. A Formal Demand Letter dated 23 October 2020 requesting payment of the full outstanding balance was e-mailed to the Defendant on the said date. The Defendant failed to comply with the Demand and the Plaintiff has suffered loss and damage as a result.
8. Accordingly, the Plaintiff claims the principal sum of CI\$3,349.14 together with pre- and post-judgment interest from 1 October 2020 to 29 July 2022 at the contractual rate of 7% per annum in

the sum of CI\$427.13 and continuing at the rate of CI\$0.64 per diem in accordance with the terms of the Agreement.

9. Alternatively, the Plaintiff claims pre- and post- judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the rate of 8.375% per annum from 2 October 2020 to 29 July 2022 in the sum of CI\$511.03 and continuing at the rate of CI\$0.77 per diem.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF** claims:

- a) CI\$3,349.14 being the principal sum due.
- b) CI\$427.13 pre- and post-judgment interest from 2 October 2020 to 29 July 2022 at the contractual rate of 7% per annum and continuing at the rate of CI\$0.64 per diem in accordance with the terms of the Agreement;
- c) Alternatively, pre- and post- judgment interest in accordance with s.34 of *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, 2021* at the statutory rate of 8.375% for such period as the Court deems fit;
- c) Fixed costs of CI\$175 pursuant to the *Summary Court Rules 2004*, alternatively costs to be assessed; and
- d) Such further and other relief as this Court may deem just.

HSM Chambers

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**HSM Chambers**  
**Attorneys-at-Law for the Plaintiff**

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$3,349.14 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 set out in paragraph 4 above.
2. The prescribed rate of interest is 7% per annum in respect of the Agreement;
3. The date from which interest is payable in respect of the Agreement is from 2 October 2020;
4. The current amount of interest accruing due each day is CI\$0.64.

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:417737-0341)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2022

B E T W E E N:

CARIBBEAN UTILITIES COMPANY, LTD.

Plaintiff

AND

MICHAEL JERALD YONKER

Defendant

**ACKNOWLEDGMENT OF SERVICE**

1. State Defendant's name and address:-

[Empty rectangular box for 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 Plaint is acknowledged accordingly.

Dated this    day of                    2022

\_\_\_\_\_  
Defendant's Signature

See overleaf

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PARTICULARS OF DEFENCE

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*[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]*

1.

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Defendant's Signature

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