



PLAINT

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC OF 2024

BETWEEN:

ADVANCED LAND HOLDINGS LTD. T/A REFUEL

Plaintiff

AND:

**JACQUELINE S. M. ANDERSON
T/A CHERUBIM A1 PLUMBING & MAINTENANCE SERVICES**

Defendant

To the Defendant:

**Block 14CF, Parcel 205H19
71 Eastern Avenue, Unit 19 Crown Square
George Town
Grand Cayman, 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 date of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledge of Service form 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 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 26th day of January 2024

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff, Advanced Land Holdings Ltd. T/A Refuel (**Refuel**), is a fuel station operating in Grand Cayman, Cayman Islands.
2. The Defendant, Jacqueline S. M. Anderson t/a Cherubim A1 Plumbing & Maintenance Services (**A1 Plumbing**), is a Contractor including Building/Civil Engineering Contracting company that holds an active business licence for the purposes of Plumbing in Grand Cayman, Cayman Islands.
3. On or about 25 July 2019, A1 Plumbing opened, activated and began operating a “Corporate Fleet” account with Refuel. This account enables certain authorized drivers employed by A1 Plumbing to pump fuel on credit on an “as needed” basis, which is then invoiced to A1 Plumbing at the end of each calendar month. A1 Plumbing also benefitted from a discount on its invoices having registered for a Corporate Fleet Account.
4. On 31 January 2021, Refuel issued itemized Invoice # 73INV21-01 totaling CI\$384.34 which represented the discounted charge for fuel pumped during the month of January 2021 by authorized drivers of A1 Plumbing. A1 Plumbing made a partial payment towards the January 2021 Invoice reducing its total to CI\$217.69 (the **January 2021 Invoice**). Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the January 2021 Invoice fell due 25 days after the date of issue, being 25 February 2021. Despite numerous requests for payment, to date, payment for the January 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
5. On 28 February 2021, Refuel issued itemized Invoice # 73INV21-02 totaling CI\$400.56 (the **February 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of February 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the February 2021 Invoice fell due 25 days after the date of issue, being 25 March 2021. Despite numerous requests for payment, to date, payment for the February 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.

6. On 31 March 2021, Refuel issued itemized Invoice # 73INV21-03 totaling CI\$641.81 (the **March 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of March 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the March 2021 Invoice fell due 25 days after the date of issue, being 25 April 2021. Despite numerous requests for payment, to date, payment for the March 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
7. On 30 April 2021, Refuel issued itemized Invoice # 73INV21-04 totaling CI\$402.68 (the **April 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of April 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the April 2021 Invoice fell due 25 days after the date of issue, being 25 May 2021. Despite numerous requests for payment, to date, payment for the April 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
8. On 31 May 2021, Refuel issued itemized Invoice # 73INV21-05 totaling CI\$214.25 (the **May 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of May 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the May 2021 Invoice fell due 25 days after the date of issue, being 25 June 2021. Despite numerous requests for payment, to date, payment for the May 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
9. On 30 June 2021, Refuel issued itemized Invoice # 73INV21-06 totaling CI\$65.17 (the **June 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of June 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the June 2021 Invoice fell due 25 days after the date of issue, being 25 July 2021. Despite numerous requests for payment, to date,

payment for the June 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.

10. On 30 September 2021, Refuel issued itemized Invoice # 73INV21-09 totaling CI\$193.86 (the **September 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of September 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the September 2021 Invoice fell due 25 days after the date of issue, being 25 October 2021. Despite numerous requests for payment, to date, payment for the September 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
11. On 31 October 2021, Refuel issued itemized Invoice # 73INV21-10 totaling CI\$97.26 (the **October 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of October 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the October 2021 Invoice fell due 25 days after the date of issue, being 25 November 2021. Despite numerous requests for payment, to date, payment for the October 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
12. On 30 November 2021, Refuel issued itemized Invoice # 73INV21-11 totaling CI\$48.43 (the **November 2021 Invoice**) which represented the discounted charge for fuel pumped during the month of November 2021 by authorized drivers of A1 Plumbing. Pursuant to the Refuel Fleet Account Terms and Conditions, which A1 Plumbing accepted and agreed to at the time of registering its Corporate Fleet, payment of the November 2021 Invoice fell due 25 days after the date of issue, being 25 December 2021. Despite numerous requests for payment, to date, payment for the November 2021 Invoice remains outstanding and is subject to interest charged at a rate of eight (8%) percent per annum.
13. On 15 and 19 August 2022, Refuel sent reminders and a statement of account to A1 Plumbing by email to a1plumbingcayman@gmail.com, which is the email address given by the Defendant on the corporate account, requesting it remit payment in the amount of CI\$2,281.70 which is exclusive of accrued interest. Mr Nicholas Ramsay (**Mr Ramsay**)

co-owner of A1 Plumbing together with Mrs Jacqueline Anderson, his wife, responded to the 19 August 2022 reminder stating that the statement needed to be revised due to two (2) vehicles charging fuel that he claimed were not within his Corporate Fleet. Mr Ramsay also asked for a list of license plates for which they were being billed so that he could confirm whether or not the vehicles belong to the A1 Plumbing Corporate Fleet. Refuel responded reiterating that the invoices emailed at the end of each month contain a list of license plate numbers for each and every vehicles charging fuel to the account. No further responses from Mr Ramsay were received at that time.

14. On 3 November 2022, Refuel sent a letter of demand to A1 Plumbing by email to the same email address as before. This letter demanded payment within fifteen (15) days, or 18 November 2022 of the sum of CI\$2,281.70 exclusive of accrued interest, which represented invoices issued between January and November 2021.
15. On 20 December 2022, Refuel sent yet another reminder and a statement of account to A1 Plumbing by email to the same email address as before requesting it remit payment in the amount of CI\$2,281.70 which still remained exclusive of accrued interest. This reminder went unanswered by Mr Ramsay.
16. Having had no response to the 3 November 2022 letter of demand by the stated deadline, nor to the 20 December 2022 reminder, on 29 March 2023, Refuel's attorneys, Travers Thorp Alberga (**TTA**), sent a letter before action to A1 Plumbing by email to the same email address as before (**Letter Before Action**). The Letter Before Action demanded the sum of CI\$2,472.83, which represented invoices rendered between January and November 2021 plus accrued interest as at that date, by 5 April 2023 failing which legal proceedings would be commenced against A1 Plumbing.
17. On 3 and 11 April 2023, Mr Ramsay corresponded with TTA by email stating that the license plate 127015 does not belong to A1 Plumbing's Corporate Fleet. Mr Ramsay requested that the charges associated with that license plate be removed and he be afforded a payment plan for the outstanding amount.
18. On 27 April 2023, TTA sent another letter before action to A1 Plumbing by email to the same email address as before (**Second Letter Before Action**). The Second Letter Before Action stated, amongst other things, that *"Refuel's position is that their Terms and*

Conditions are clear, and that [A1 Plumbing is] liable for any charges in relation to license plate 127015. Refuel has also declined your request for a payment plan.” The Second Letter Before Action also afforded A1 Plumbing two (2) options: i) pay the outstanding debt (exclusive of accrued interest) in full and remain a customer of Refuel; or ii) pay CI\$1,796 (which deducts any charges in relation to license plate 127015) in full and A1 Plumbing will no longer be a customer of Refuel with immediate effect. Mr Ramsay responded to that email on the same day stating that he would rather settle the matter than go to Court and again requested a payment plan. Mr Ramsay also stated that he did not wish to discuss matters by email.

19. On 28 April 2023, Mr Ramsay in a telephone conversation with TTA conveyed that the vehicle in question was sold by A1 Plumbing, and as such, the charges should not be on A1 Plumbing's Corporate Fleet account. Mr Ramsay again requested to pay in instalments and suggested a payment plan of 2 or 3 instalments.
20. On 3 May 2023, TTA and Mr Ramsay had a further conversation in which he promised to settle the amount due in instalments and said that he would advise by the end of that week how much he was able to pay as a first instalment. No further communication was received from Mr Ramsay.
21. TTA made several attempts to contact Mr Ramsay by telephone and on 5 July 2023 they were finally able to reach him and Mr Ramsay agreed to pay a first instalment of CI\$500 towards the sum owed.
22. On 20 July 2023, Mrs Jacqueline Anderson, being Mr Ramsay's wife and the co-owner of A1 Plumbing, attended the offices of TTA and paid the CI\$500 instalment.
23. As at the date of filing this Plaintiff, and despite numerous requests and attempts to reach Mr Ramsay, no further payment has been received from A1 Plumbing in relation to the debt and the sum owed remains due and outstanding.

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AND THE PLAINTIFF CLAIMS:

- 1 The sum of CI\$2,135.86 being the invoiced amount due and outstanding net of the CI\$500 payment made and including interest at 8% pursuant to the agreed Terms and Conditions from the respective dates payment fell due to the date of issue of this Plaint.

- 2 Interest at the rate of 2.375% to be assessed.

- 3 Costs of CI\$1,000.00, alternatively costs to be assessed.



Travers Thorp Alberga
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service

Travers Thorp Alberga Attorneys-at-Law Harbour Place, 103 South Church Street PO Box 472 Grand Cayman, KY1-1106 CAYMAN ISLANDS Ref: ALP/T0498-006

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendants say that they are not liable to the Plaintiffs, or is not liable for the full amount claimed.)

Defendant's Signature

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