



IN THE SUMMARY COURT AT GEORGE TOWN
CAUSE NO. SC_8^{2m}_OF 2024
BETWEEN:

riott

Plaintiff

AND:

Caribbean Utilities Company (C.U.C)

Defendant

PLAINT

Caribbean Utilities Company
George Town
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, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman

Islands, 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 in part, you must set out full particulars.

of your defense 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 defense, the Plaintiff may apply for a default Judgment without any further notice to

you.

Issued this 19th day of February 2024

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

(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. Disconnection dereliction of duty by Caribbean Utilities Company

has created a chain of disconnections at Ms. Lovell Marriott residents at Randyke Garden Apartment#25 throughout the years of service with said company.

2. Ms. Lovell Marriott signed a contract with CUC that clearly states a pay-as-you-go plan, after the amount on the account expires, the customer will be given a 3-4 days grace time to deposit to their account, yet Ms. Marriott has suffered over 10 disconnections in 2023 for less than \$4.00 date amount expired on the account.

3. A recent disconnection was done for nonpayment of \$3.02 on December 7, 2023, at 10.05 am. Bill was paid for reconnection hours later. Electricity was restored the following day December 8, 2023, at 11.10 AM even after Ms. Marriott and friends contacted CUC and left 5 messages reminding them to restore electricity.

4. Ms. Lovell Marriott has had several meetings with the Customer Service Supervisor regarding an unexplainable series of \$10.00 or more stolen from money she deposited to the account which led to disconnections for nonpayment of 0.14 and .25 cents

5. Disconnection in April 2023 lasted for 5 days which destroyed everything inside her refrigerator including the refrigerator and a large quantity of fruits from her Jam and Jelly business. Her Kitchen Cabinet was destroyed by the overflow from the refrigerator. She was off the island yet made several telephone calls reminding CUC to have the electricity restored though she paid the bill before she arrived on the Islands days later, upon arrival the electricity was not restored, and had to sleep in the dark with the mess created in her home.

6. Ms. Lovell Marriott had tenants in her home in 2018 who were responsible for paying the Electric bill; C.U.C. did not disconnect the electricity for nonpayment for 4 months her tenants were told there was no bill. Ms. Marriott visited the CUC Office and spoke with a Customer service agent who told her there was a letter from The Needs Assessment Unit(NAU) that promised to pay the bill to explain why they did not disconnect. Ms. Marriott demanded that the letter be removed because it was her tenant's responsibility to pay the bill. The customer Service agent got upset and turned her computer, showing Ms. Marriott's letter from (NAU) and explaining she could not remove it. The customer Agent asked her on what date the tenant's lease expired. The disconnection was done on the expiration date of her tenant's lease. The same customer service Agent removed the letter that she claimed could not be removed, leaving an outstanding balance on the account of over \$1500.00.

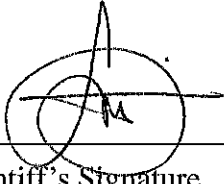
Ms. Marriott asked to speak with the Customer Service Manager, Manager Mr. Daniel met with her and offered a payment plan with a Pay as you go plan.

PLAINTIFF CLAIM:

THE SUM OF \$20,000.00

Costs of damage done and inconvenience.

This amount should be paid by 4th March 2024, to avoid a 50% interest rate added to the sum.

A handwritten signature in black ink, appearing to be 'LM', is written over a horizontal line. The signature is enclosed within a circular scribble.

Plaintiff's Signature

Ms. Lovell Marriott

Randyke Garden Apt#25

George Town

Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN
CAUSE NO. SC ~~18~~ OF 2024

BETWEEN:

Ms. Lovell Marriott

Plaintiff

AND:

Caribbean Utilities Company (CUC)

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -
Caribbean Utilities Company
George Town
Cayman Islands

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

defense overleaf.
The service of the plaintiff is acknowledged accordingly.

Defendant's Signature
DATED this 19th day of February 2024

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, 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, Grand Cayman KY1-

1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against