



COURT AT GEORGE TOWN

IF 20

AND:

Mr. Gueva Richards

Defendant

PLAINT

Mr. Gueva Richards

Caribbean Utilites 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 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, 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 all 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 all particulars of your defence, the Plaintiff may apply for a default Judgment without any further notice to you.

Issued this 12th day of January 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 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 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 .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 for her Jam and Jelly business. She was off the island and made several telephone calls to have the electricity restored after she paid the bill before her arrival, upon arrival electricity was not restored.

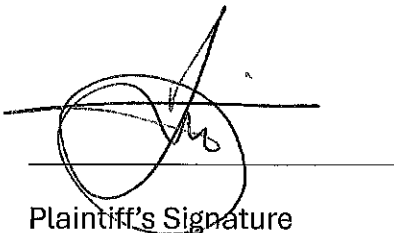
6. Ms.Lovell Marriott had tenants in her home who were responsible for paying the Electric bill during 2015-16 C.U.C. did not disconnect their light for nonpayment for 4 months her tenants were told there was no bill. Ms.Marriott visited the CUC Office and spoke with a Customer service agent who told her there was a letter from The Needs Assessment Unit that promised to pay the bill why they did not disconnect. Ms.Marriott demanded that the letter be removed because it was her tenant's responsibility to pay the bill. 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 Ms.Marriott, what date the tenant's lease expired. Disconnection was done on the expiration date of her tenant lease. Said customer service Agent removed the letter she claimed could not be removed, leaving an outstanding balance on the account over \$1500.00 she had to request a payment plan and Pay as You Go plan.

PLAINTIFF CLAIM:

THE SUM OF \$20,000.00

Costs of damage

This amount should be paid by January 26, 2024, to avoid a 50% interest rate added to the sum.



Plaintiff's Signature

Ms. Lovell Marriott

Randyke Garden Apt#25

George Town

Cayman Islands

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Lorell M. Barrett

Plaintiff

AND:

Mr. Gueve Richards

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty 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 Plaintiff is acknowledged accordingly.

Defendant's Signature _____

Dated this _____ day of _____, 20__

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 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.