

Plaint

IN SUMMARY COURT AT GEORGE TOWN, GRAND CAYMAN

Cause No. SC# 81 of 2018

**QUALITY ELECTRIC AND
ELSMER RANKIN** - Plaintiffs

BETWEEN:

PHEONIX CONSTRUCTION LTD. - 1st Defendant

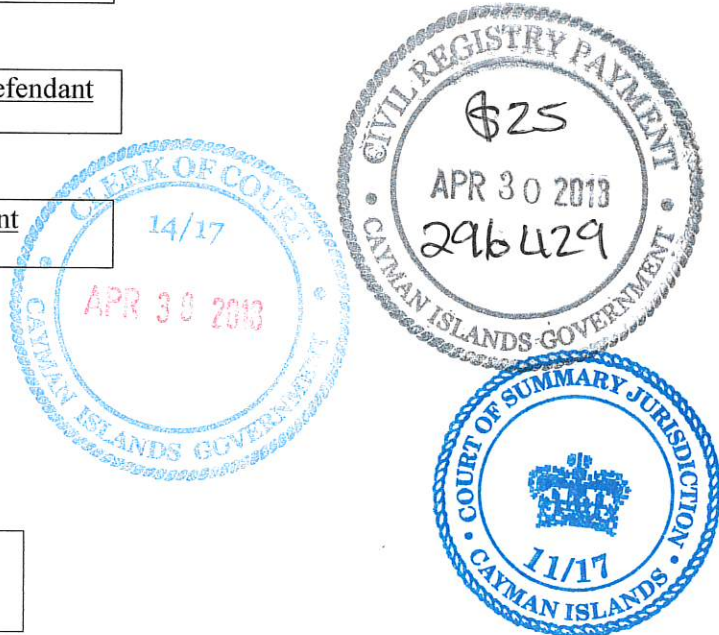
AND

PAUL HARRIS - 2nd Defendant

AND:

To the Defendants:

**c/o PO Box 10020, Industrial Way
Grand Cayman
CAYMAN ISLANDS KY1-1101/Tel: 945-8001**



THIS PLAINT has been issued against you by the above – named Plaintiff in respect to 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, Grand Cayman KY1-1106, CAYMAN ISLANDS, the accompanying Acknowledgement 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 24 day of April 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

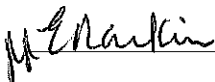
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendants is indebted to the Plaintiff or is liable to pay damages to the Plaintiff)

1. That the Plaintiff entered into a Short-Form Subcontract Agreement ("the Agreement") dated 13TH April 2016 with the First Defendant for the purposes of providing electrical installation for the construction of the private residence belonging to the Second Defendant's located at Registration Section: Block 10A/Parcel 144, Vista-Del-Mar, Grand Cayman, Cayman Islands.
2. As per the agreement attached hereto and the outstanding statement of account, the final payment was to be settled within six months from the date of completion or the final electrical inspection being passed and approved for occupancy.
 - a. The Plaintiff did not pursue obtaining the final approval as there were four other approvals obtained by the Plaintiff on behalf of the First Defendant and are also pursued under various Cause Nos filed with the Cayman Islands Courts Civil Registry. As a result of non-payment by the First Defendant the Plaintiff made the corporate decision not seek the final approval, which would incur additional cost to the Plaintiff, and four other approvals had been obtained, and final payments were not settled forthwith by the First Defendant on behalf of the Second Defendant.
 - b. The final approval was successfully obtained by the First Defendant as the work was completed by the Plaintiff that accommodated the final electrical approval for the red card and certificate of occupancy for the Second Defendant's residence.
 - c. The Second Defendant is now occupying the premises and could not have been able to do so without the final electrical inspection carried out by the Plaintiff and obtaining approval of which was achieved by the Plaintiff in Paragraph 3 above.
3. Numerous attempts to collect the remainder of the outstanding monies from the First Defendant have been unsuccessful.
4. The Plaintiff now seeks the assistance of the Courts to remedy this outstanding unpaid debt from the First & Second Defendants in this matter.

The Plaintiff is owed **CI\$3,112.55** plus cost, interest and fixed cost.

AND the Plaintiff claims:

1. The Plaintiff is claiming the sum of **CI\$3,112.55** being the outstanding amount free of interest.
3. Interest on the sum at the rate of to be **prescribed by the Court** per annum.
4. Interest to continue until the matter is settled and together with other cost the Courts assessed for this action.
5. Fixed cost of **CI\$1000.00**, alternatively cost to be assessed by this Court.



Plaintiff's Signature

Plaintiff's address for Service

PO Box 11202
228 Dorcy Drive Warehouse #27
Grand Cayman, KY1-1108
CAYMAN ISLANDS
Cell: 949-2708/917-8885/em: qualityelectric@candw.ky

Acknowledgement of Service

IN SUMMARY COURT AT GEORGE TOWN, GRAND CAYMAN

Cause No. SC# _____ of 2018

QUALITY ELECTRIC LTD. AND - Plaintiffs
ELSMER RANKIN

BETWEEN:

PHEONIX CONSTRUCTION LTD. - 1st Defendant

AND

PAUL HARRIS - 2nd Defendant

AND:

ACKNOWLEDGEMENT OF SERVICE

- State the Defendant's name and address --

**c/o PO Box 10020, Industrial Way, George
Town, Grand Cayman
CAYMAN ISLANDS KY1-1101/Tel: 945-8001**

- State whether the Defendants intends to contest the Action

Yes No

- If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

- If you do not 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 _____, 2018

Sea 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 of the claim)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, Downtown, George Town, Kirk House, P.O. Box 495, Grand Cayman KY1-1106, GRAND CAYMAN, Tele: 949-4296 within 14 days of receipt otherwise a default judgment may be entered against you.

PHOENIX

CONSTRUCTION

SHORT-FORM SUBCONTRACT AGREEMENT

CONTRACTOR'S NAME : Phoenix Construction
ADDRESS : P. O. Box 10020, Grand Cayman KY1-1001
PHONE : 345-945-8001
FAX : 345-945-8002
CONTACT E-MAIL : mmckelvie@phoenix.com.ky
LICENSE # : 5101

SUB-CONTRACTOR'S NAME : Quality Electric
ADDRESS : PO Box 11202, KY1-1008
CELL PHONE : 916-2708
CONTACT EMAIL : qualityelectric@candw.ky
LICENSE # :

DATE : 13 April 2015

PROJECT NAME : Harris Residence
PROJECT ADDRESS : Block 10A Parcel 144 Vista Del Mar
DRAWING NOS : See attached

I. PARTIES

This Subcontract (hereinafter referred to as "Agreement") is being entered into on the 13th April, 2015, and is between Phoenix Construction, (hereinafter referred to as "Contractor"); and Quality Electric, (hereinafter referred to as "Subcontractor").

In consideration of the mutual promises contained herein, the parties agree as follows:

II. GENERAL SCOPE OF WORK DESCRIPTION AND SUBCONTRACT AMOUNT

1. Electrical installation to be carried in accordance with the approval drawing provided and the NEC.
2. The Electrical Service Entrance is allowed for 350 Amp underground services. (Service not exceeding 150ft from main panel to C.U.C. transformer pad).
3. Trenching and back filling to be provided by other (backhoe service).
4. Temporary supply will be provided for site power. Addition temporary wiring during construction period will be billed separately. Owner to sign contract and pay deposit with CUC.
5. MTS (manual transfer switch) included, generator and wiring not included.
6. Quotation includes labor and materials.

- Supply and installation of 350 amp CT meter socket, CT cabinet, 1/0 parallel service wires and make all necessary connections. Meter and CT cabinet located on side wall of garage.
 - Supply and installation of (1) 350 amp service rated disconnect, wires and making all necessary connection.
 - Supply and installation of (1) 400 Amp panel, wires and making all necessary connection.
 - Supply and installation of (3) 42 circuit sub-panel B, K & G, #2 sub-feeder wires and making all necessary connection.
 - Supply and installation of (1) 24 circuit sub-panel P, #2 sub-feeder wires and making all necessary connection.
 - Supply and installation of all pipes, boxes and wires for infrastructure as specified on drawing.
 - Supply and installation of Decora receptacles and switches. Dimmer switches are not included.
 - Supply and installation 4" none IC rated recess can light, BR20 incandescent bulbs, and white round baffle trims (133).
 - Supply and installation of 2-1/2" mini recess can light, 12v halogen bulb, trim and transformer. (5)
 - Supply and Installation of telephone/data wire and plates (18). Each runs individual back to data J-box/ data closet with 3/4" pipe. Data closet location to be determined prior to slab rough in.
 - Supply and installation of TV cable and plates (8). Please inform us of TV height prior to rough in. Each runs individual back to data J-box/ data closet under stairs with 1" pipe. Data closet location to be determined prior to slab rough in. **Speaker piping included.**
 - Smoke detective (14) will be wired and install interconnected. Quality Electric will supply smoke detectors, (AC/DC).
 - Supply and installation of (8) ultra quiet 110 CFM exhaust fan. Fan to be vented outside by other.
7. All light fixtures, ceiling fans and bulbs are to be supply and deliver on site by contractor/ owner. Quality Electric to install thereafter.
 8. Yard lights included as per drawing, (38).
 9. Please note light fixtures (chandelier) that require more than an hour to install will be bill at the hourly rate for additional time. Charges are as follow: Electrician CI\$65.00, Wireman CI\$45.00, Helper/Apprentice CI\$30.00.
 10. Pool contractor/ other to supply pool light, timers, transformer, and pool pump. QE will provide power and install timers and transformer. **Includes installing #8 bare copper ground wire to steel work, install light niche and piping of lights. Responsible for electrical inspections to pool. Do not include Intelli control panel or programming.**
 11. Provide power to dock pedestal. Light/ power pedestal to be supply and install on site by contractor/ owner. Quality Electric to connect power thereafter.
 12. Power will be provided to (5)-A/H units in attic and (5)-A/C units outside. A/C men to connect to units. **Unit/s must not be in front of disconnect and in place for final inspection.**
 13. No builder's work is included. Builder's work could include, but not limited to trenching, back filling or pouring around boxes.
 14. Not responsible for finding and cutting out any electrical boxes, lights or any holes covered by sheet rock. (Ext. directs permission from the builder.)

15. Quality Electric will be responsible to clean up all electrical debris and dispose in on site dumpster supply by other.
16. Quality electric will be responsible to arrange all Electrical inspection & meetings with Electrical inspectors, C.U.C. and LIME. Building Permit (red card) and original approval plans must be kept on site at all times for inspections sign off. Quality Electric will not be responsible for building permit and approval plans.
17. Any charges that may be made by C.U.C. company or LIME are not included, (connection fees).
18. This quotation is base on approved architectural plans dated 26/02/2015 and electrical plans dated 05/12/15. All alterations, extras to contract or changes to electrical drawings will be made only upon written agreement and will become an extra charge above the contract price to be paid as agreed. Charges are as follow: Electrician CI\$65.00, Wireman CI\$45.00, Helper/Apprentice CI\$30.00 per hour basis plus materials.
19. Please provide a copy of the approval stamp electrical drawing (not original) with a copy of measurement drawing. Work will not commence without the approval drawing. Please note, any changes to approval plans must be reapprived by planning before final inspection. This will be an additional cost.
20. Please note payments must be made according to schedule below for work to proceed to next stage. Any payment not made when due, Quality Electric Ltd, reserve THE RIGHT to suspend work on the job until such payment have been made.
21. All materials purchased for this project remain the property of Quality Electric Ltd. until paid for in full.
22. Final payment is to be paid upon obtaining Certificate of Occupancy or within 15 days of job completion (whichever less). Overdue account will be charged a late fee of 1.5% per month.
23. In the event this Contract commences any action, legal or otherwise, to collect on the contract price, the prevailing party shall be entitled to recover attorneys fees and all other costs incurred in connection with the action.
24. Any electrical default accrues within 180 days, will be fixed with no additional cost (This cannot be an addition, changing of light bulbs, or resetting a GFI outlet. If so, it would be billed as service work).

Subcontractor will furnish all labor, equipment, tools, materials, transportation, supervision, and all other items required for safe operations to complete the above stated works, which will comply with the latest edition of all applicable building codes and the Contract Documents referred to above (if conflict between plans, specifications, Subcontractor's proposal or this Agreement arises, then this Agreement is controlling):

This Subcontractor's work will be inspected and approved by the Contractor.

It is the Subcontractor's responsibility to clean up their work area daily and to perform a final clean up of all structures and surfaces following completion of their work.

LUMP SUM SUBCONTRACT AMOUNT AND PAYMENT SCHEDULE:

Contractor is to pay Subcontractor: \$71,448.00

Receipt of payment from Owner is a condition precedent to paying Subcontractor under this Agreement. Progress payment lien releases to be furnished by Subcontractor upon request by Contractor.

Payments to be made to Subcontractor as follows:

- Retention of 5% will be held from all payments. 2.5% will be paid upon receipt of Certificate of Occupancy, and 2.5% will be paid following 6 month retention period.
- Subcontractor to be paid progress payments after Contractor has received corresponding payment from Owner for project work that has been successfully completed by Subcontractor. Payment schedule listed herein:
- Deposit before commencement of job (30%) CI\$ \$21,434.00
- Installation of panel boxes, pipes and boxes in concrete wall first floor (10%) CI\$ 7,144.80
- All boxes, wires are installed and inspected before sheet rocking (40%) CI\$ 28,579.20
- Installation of all lights, switches and receptacles (10%) CI\$ 7,144.80
- After passing electrical final inspection (10%) 7,144.80
- Progress Payments per request made by Subcontractor based on percentages of work completed and approved by Contractor

Subcontractor invoices are paid on Fridays and must be accepted and approved for payment by the Contractor on or before the previous Friday, otherwise it will be paid the following week. Any request for changes or substitutions must be agreed and authorized by parties prior to commencement of works.

Condition Precedent to Final Payment: Subcontractor agrees to provide a minimum one year warranty on products and workmanship from date of final completion. Subcontractor will also furnish service and/or operation manuals, as built drawings, final submittals and service contracts related to Subcontractor's work to Contractor, prior to receiving final payment from Contractor. Subcontractor final payment will follow acceptance and approval of work by Phoenix Construction.

III. GENERAL CONDITIONS FOR THE SUBCONTRACT AGREEMENT ABOVE

A. SUBCONTRACTOR'S OBLIGATIONS

It is a primary condition of this Agreement that the Subcontractor provide proof that:

(a) The Subcontractor has all necessary licenses (if currently being renewed then a copy of the last valid license and a receipt from renewal application), consents and permits to provide the Services in the manner contemplated by this Agreement and that he is an independent contractor and not an agent or employee of the Contractor;

(b) the Subcontractor's Representatives or those persons who are employed by the Subcontractor and who are engaged in carrying out the Services

pursuant to this Agreement are each employed by the Subcontractor under a valid and existing Work Permit if not Caymanian, and are lawfully resident in the Cayman Islands with the right to work;

(c) the Subcontractor's Representatives are each enrolled under a health insurance scheme in accordance with the Health Insurance Law and the Subcontractor shall continue to pay such sums as may be necessary to keep the Subcontractor's Representatives so enrolled with current coverage; and

(d) the Subcontractor shall be a contributing member of a recognized Cayman Islands Pension Plan and be responsible for making up to date pension payments in respect of the Subcontractor's Representatives in accordance with the Pensions Law.

B. EXCLUSIONS FROM SUBCONTRACTOR'S SCOPE OF WORK

Labor and materials for the following work have not been included by Subcontractor:

- Light fixtures except cans are to be provided by contractor.

C. CONTRACT DOCUMENTS

Subcontractor will perform its work in accordance with all Contract Documents, which are identified as follows:

- Electrical Plans E-1 thru E-8, Pool Elect. BCU approved dated 05/12/15
- Architectural Plans SP-1 thru A-5.0 BCU approved dated 05/12/15
- This Construction Agreement

Subcontractor warrants that he has been furnished all Contract Documents referred to above and has thoroughly familiarized himself with all Contract Documents and the existing site conditions.

The intent of the Contract Documents and this Agreement is to obtain a complete and professional job. Subcontractor agrees that the Scope of Work covered by this Agreement includes all labor and materials that are both specified and reasonably implied by the Contract Documents.

D. WORK COMMENCEMENT AND COMPLETION TIME

Work shall commence on 27 April 2015 and take approximately 9 months to complete. TIME IS OF THE ESSENCE in all aspects of Subcontractor's performance. Subcontractor shall perform his work in accordance with the schedule of the Contractor.

E. INDEMNIFICATION

Subcontractor (and his agents) shall at all times indemnify, protect, defend, and hold harmless Contractor and Owner from all loss and damage, and against all lawsuits, arbitrations, mechanic's liens, legal actions of any kind whatsoever, attorney's fees, and any costs and expenses which are directly or indirectly caused

or contributed to, or claimed to be caused or contributed to, by any act or omission, fault or negligence, whether passive or active, of Subcontractor or his agents, employees, or lower-tier subcontractors in connection with or incidental to the work under this Agreement.

F. SUBCONTRACTOR'S INSURANCE

Before commencing work on the project, Subcontractor and its Subcontractors of every tier will supply to Contractor duly issued Certificates of Insurance, naming Contractor as an "additional insured," showing in force the following insurance for comprehensive general liability in occurrence form, automobile liability, and worker's compensation*:

- Comprehensive general liability (in occurrence form) with limits of not less than the requirements as stated in main contract or \$500,000 whichever is greater on a per occurrence basis;
- Automobile liability in comprehensive form with coverage for owned, hired, and non-owned automobiles;
- Worker's compensation insurance in statutory form.
- All insurance binders must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to cancellation of Subcontractor's insurance. Subcontractor must furnish the insurance binder referred to above as an express condition precedent to the Contractor's duty to make any progress payments to Subcontractor pursuant to this Agreement.

G. EXPRESS WARRANTY

At the request of Contractor, Subcontractor will promptly replace or repair any work, equipment, or materials that fail to function properly for a period of one year after completion of the project, or any longer period imposed by changes to the Contract (whichever time period is longer), at Subcontractor's own expense. Subcontractor will also repair any surrounding parts of the structure that are damaged due to any failure in Subcontractor's work during the warranty period stated herein.

H. LAWS, REGULATIONS, AND SAFETY

Subcontractor will comply with all statutes and regulations that establish safety requirements (including, but not limited to those of Cayman Islands Law and any agency regulating job-site safety). By signing this Agreement, Subcontractor knowingly and willingly accepts full responsibility for the safe operation of all of its activities and the protection of other persons and property during the course of this project.

I. DISPUTE RESOLUTION AND ATTORNEY'S FEES

Any controversy or claim arising out of or related to this Agreement involving an amount less than \$20,000 (or the maximum limit of the Small Claims court) must be heard in the Summary Court Division of the Cayman Islands Courts. In the case

of any dispute over the dollar limit of the 20,000.00 either during the progress of or after the completion or the abandonment of the works as to the construction or as to any matter or thing whatsoever arising there under in connection therewith, then such dispute or difference shall be and is hereby referred to arbitration and final decision of: (a) A single arbitrator to be agreed upon by the parties, failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an Arbitrator, a person is to be appointed on the request of either party by the relative Court of Law in the Cayman Islands and (b) Each party to appoint an Arbitrator of their choice and the two Arbitrators within 14 days to concur on the appointment of the Umpire. Failing this, a person is to be appointed at the request of either Arbitrator by the relative Court of Law in the Cayman Islands.

The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and post-judgment interest at the legal rate.

Subcontractor agrees to contractually make this Arbitration Dispute Resolution Clause bind and "flow down" to all lower-tier Subcontractors. This Agreement is not assignable.

J. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION

This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Contractor or Subcontractor that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement must be made in writing and executed by Subcontractor and Contractor.

K. GOVERNING LAW

The law of the Place of Work shall be the Law of the Cayman Islands and shall govern the interpretation of the Contract.

L. JOB COMMUNICATION PROTOCOL

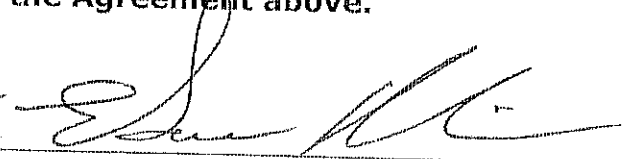
All communication from the client and/or the client's representative to the Subcontractor shall be relayed to the Contractor. The Subcontractor is not to discuss scope of work or pricing or any other specifics with the Client, and all queries and directions are to be directed to Contractor.

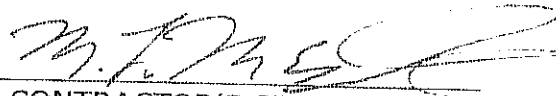
Any parts or products owned by Contractor or the Client that will be used by the Subcontractor on the job, are to be charged to the Subcontractor's accountability and keeping track of them for the duration is the Subcontractor's responsibility. Subcontractor is not to solicit work from the client or neighbors without first communicating with Contractor. When the Subcontractor is hired by Contractor, Subcontractor is a silent representative of Contractor.

Non compliance of the Subcontractor to any one of the above paragraphs may be cause for termination of the Agreement, after assessment of financial damage to Phoenix.

Contractor and Subcontractor agree that no other agreement, implied, written or verbal, exists outside of the terms of this document and any additions and/or deletions must be conducted in writing and signed by the authorized representative for each party.

I have read and understood, and I agree to all of the terms and conditions contained in the Agreement above.

14 April 15 
DATE SUBCONTRACTOR'S SIGNATURE

14 April 15 
DATE CONTRACTOR'S SIGNATURE

QUALITY ELECTRIC LTD

11/10/2017 2:35 PM

Register: Accounts Receivable

From 01/01/2015 through 11/10/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Customer	Memo/Description	Qty	Rate	Charge	Paid	Balance
04/15/2015	2767	Phoenix Constructi...				21,434.40		21,434.40
04/24/2015	bb #29304	Phoenix Constructi...					20,362.68	1,071.72
08/13/2015	2804	Phoenix Constructi...				7,144.80		8,216.52
08/28/2015	BB #030...	Phoenix Constructi...					6,787.56	1,428.96
04/19/2016	2910	Phoenix Constructi...				4,743.00		6,171.96
04/22/2016	2914	Phoenix Constructi...				28,579.20		34,751.16
04/29/2016	BB #31851	Phoenix Constructi...					31,656.09	3,095.07
06/09/2016	2951	Phoenix Constructi...				349.60		3,444.67
06/24/2016	BB# 32187	Phoenix Constructi...					332.12	3,112.55
07/14/2016	2963	Phoenix Constructi...				99.09		3,211.64
07/22/2016	BB # unk...	Phoenix Constructi...					99.09	3,112.55

1998 in Biz.