



SUMMARY COURT AT GEORGE TOWN

N:

CAUSE NO: SC OF 2023

SPLASH INC. LTD T/A SPLASH

Plaintiff

AND

JOSEPH PONGONIS

Defendant

PLAINT

TO:

**Joseph & Zita Pongonis
P.O. Box 884
(1554 Austin Conolly Dr.)
Grand Cayman KY-1503
Cayman Islands
<jpongonis1@gmail.com>**

**Alt Address
PO Box 185
Langhorne, PA 19047
USA
(215)370-3516 (Zita)**

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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 de fault judgment without any further notice to you.

Issued this 4 day of March 2024

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is 32 Arnold Ave., PO Box 318, George Town, Grand Cayman, KY1-1501, Cayman Islands.
2. The Defendant is and was at all material times an individual resident in the Cayman Islands, **1554 Austin Conolly Dr.** East End, Grand Cayman with a mailing address of PO Box **884**, Grand Cayman, **KY1-1503**, Cayman Islands.
3. Pursuant to a signed proposal letter dated 2 February 2023 (the "**Contract**"), it was agreed between the parties that the Plaintiff would construct a Vanishing Edge Swimming Pool (the "Pool") on the Defendant's Property.
4. The Defendant would pay the Plaintiff in accordance with the prescribed payment schedule as set out in the proposal letter.
5. The estimated cost of the construction of the Pool as set out in the Contract was \$78,433.74. Contract contained the following express terms:

*"A FINANCE CHARGE OF 2% PER MONTH (24% ANNUAL PERCENTAGE RATE)
shall be applied to any balance over 30 days past due."*
6. During the course of the construction of the Pool, necessary and desirable variations were recorded in Change Orders between the parties. The Plaintiff supplied the goods and services agreed and as necessary to construct the Pool and rendered invoices from time to time. The total of the invoiced sums was \$82,284.24.
7. In breach of the Contract, the Defendant failed to repay the invoices as and when due. The Plaintiff has suffered loss and damage as a result.
8. As at the time of filing this Plaint, the Defendant has paid a total of \$72,215.21, leaving a balance of **CI\$10,069.03**.
9. By way of a demand letter dated 4 October 2023 (the Demand), sent by his nominated attorneys, the Plaintiff demanded from the Defendant the sum of CI\$8,807.12 due under the

terms of the Contract. The Demand was sent to the Defendant via email on 4 October 2023. The Plaintiff discovered this figure did not constitute the entire balance, and following an internal audit, the balance was clarified to be **CI\$10,069.03**. The addition sums have been demanded from the Defendant in correspondence dated 24 October 2024.

10. The Defendant has failed to make payment of the outstanding sums as demanded or at all.
11. The Plaintiff claims contractual interest of 24% per annum on the outstanding balance from 23 November 2023, 30 days from the date of the last correspondence, until payment of the principal sums.
12. IN the alternative the Plaintiff claims interest in accordance with the *Judicature Act (2021 Revision)* at such rate and for such term as the court deems just.
13. The Plaintiff claims its costs at the maximum sum in the discretion of the court.

AND THE PLAINTIFF CLAIMS:

- a) CI\$10,069.03 being the principal sum due;
- b) CI\$582.62 pre- and post-judgment interest from 23 November 2023 to 19 February 2024 at the contractual rate of 24% per annum and continuing at the rate of CI\$6.62 per diem in accordance with the terms of the Contract;
- c) Alternatively, 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 2.375% for such period as the Court deems fit;
- d) Costs to be assessed pursuant to Rule 11, *Summary Court Rules, 2004*; and
- e) Such further and other relief as this Court may deem just.



Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$10,069.03 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 pursuant to the *Summary Court Rules 2004*.

If, within the time for returning the acknowledgement of service, the defendants pay the Plaintiff 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 as set out in paragraph 5 above.
2. The prescribed rate of interest is 24% per annum in respect of the Contract.
3. The date from which interest is payable in respect of the Contract is from 1 October 2023.
4. The current amount of interest accruing due each day is CI\$6.62.

This PLAINT was filed by SPLASH the Plaintiff whose address for service is 32 Arnold Ave., PO Box318, Grand Cayman, KY1-1501, Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2023

BETWEEN:

SPALSH

Plaintiff

AND

JOSEPH PONGONIS

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant 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.

Dated this day of 2023

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[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.

Defendant's Signature

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

INVOICE

November 7, 2023

Inv # PONG2023

Date	Reference #	Description	Invoice Amount	Payment Amount
6-Feb-23	2023-125	Deposit Request #1	31,433.74	31,433.74
4-Mar-23	2023-154	Deposit Request #2	15,600.00	15,600.00
3-Apr-23	2023-213	Deposit Request #3	7,843.37	7,843.37
11-Apr-23	2023-244	Deposit Request #4	11,791.60	11,794.60
		Change Order #1	543.50	543.50
		Chop saw rental to cut porch step	93.50	
		Labour to cut porch step	750.00	
		Pump room plumbing by others	-700.00	
		Supply labour to pour pool deck	200.00	
31-May-23	2023-325	Deposit Request #5	10,000.00	5,000.00
2-Jun-23	2023-371	Pool start up chemicals	221.92	0.00
6-Jul-23	2023-409	Pool start up chemicals	10.50	0.00
14-Jul-23	2023-437	Change Order #2	1,813.00	0.00
		10" Drain Cover	432.00	
		Light Nich Return Fitting	96.00	
		Vac Lock	25.00	
		Floor Return	42.00	
		Cement	1,218.00	
21-Jul-23	2023-446	Change Order #3	1,200.00	0.00
		Step Edge Marking Tiles (incl install)	1,200.00	
16-Aug	2023-487	Vac Lock	60.90	0.00
16-Aug	2023-488	Restart Pool/Add Chemical	139.10	
		Shock	7.70	
		Bicarb	3.90	
		Labour	127.50	
31-Aug-23	2023-505	Change Order #4	116.14	0.00
		Original Ladder	-364.80	
		Anchors & Escutcheons	-37.33	
		Original Rail	-197.22	
9-Nov-23	2023-506	New Designer Rail	715.49	
		Finance Charges for late payments	645.44	0.00
		2023-325	500.00	
		2023-371	17.75	
		2023-409	0.84	
		2023-437	72.52	
		2023-446	\$48.00	
		2023-487	\$1.22	
2023-488	\$2.78			
2023-505	\$2.32			
11/9/2023	2023-644	Credit for purchase of chlorine generator	-900.00	-900.00
11/9/2023	2023-645	Final Payment on Original Contract Total	1,765.03	0.00
Totals			82,284.24	72,215.21
			Balance Due	10,069.03