



No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Orrin Mark Ashby

Plaintiff

AND:

S & M Construction Ltd

Defendant

To the Defendant

S & M Construction Ltd
46 Nashe St., Belford Estate, Bodden Town
P.O. Box 2422, KY1-1105
Grand Cayman, Cayman Islands
tel: 345-328-2839 & 345-329-4393
email: smconstructltd@gmail.com

THIS PLAINT has been issued against your 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 495GT, George Town, Grand Cayman, 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 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 19 day of June 2025

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

Cause No. SC_____ of 20

1. On September 21, 2024, S & M construction Ltd commenced work as contracted to replace the floors throughout the unit at #30 Hilton Estates, located at 393 Fairbanks Rd, George Town. Immediately upon completion of the 2nd and 3rd floor work, payment of the agreed upon balance was completed to S & M Construction via managers check from Cayman National Bank.

2. During the work on the upper floors, I observed that the Luxury Vinyl Planks (LVP) floors were creaking and crackling terribly while walking on it. This was mentioned to the workers and their reply was that "it will settle" soon after installation with constant use.

However, after six months of use, it has in fact, become worse as some tiles have shifted to the point where I can insert my fingers under them.

3. My inquiries have shown that this is not the usual result of LVP floors. I had other tradesmen work on the house after this issue and they observed and pointed out that the planks were not laid in the proper manner. The only proper resolution is to remove and re-lay the entire set of tiles in each room currently covered with LVP.

4. I contacted the Defendant several times via email and they sent out the same workman that did the faulty work in the first instance. When shown the faults & asked to correct it, he blamed the LVP (Mohawk brand LVP, type 822, purchased from Edies Decor) and said it can be fixed without redoing the entire floor. I disagree. I suggest that the entire floor must be redone because patching it here-and-there will cause long term issues.

5. I am claiming the following sums:

CI \$6,000.00 - being costs of the LVP

CI \$10,000 - being costs to remove and replace the LVP (this includes furniture removal, Baseboard removal, replacement and painting and wall paint touch-up as necessary)

CI \$1,000 - being costs to rent a portable storage unit to store furniture.

CI \$700.00 - being costs to rent a hotel for 2-3 days while the work is carried out at #30 Hilton Estates

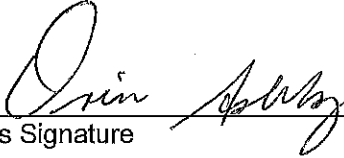
PARTICULARS OF CLAIM

(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. On September 21, 2024, S & M construction Ltd commenced work as contracted to replace the floors throughout the unit at #30 Hilton Estates, located at 393 Fairbanks Rd, George Town. Immediately upon completion of the 2nd and 3rd floor work, payment of the agreed upon balance was completed to S & M Construction via managers check from Cayman National Bank.
2. During the work on the upper floors, I observed that the Luxury Vinyl Planks (LVP) floors were creaking and cracking terribly while walking on it. This was mentioned to the workers and their reply was that "it will settle" soon after installation with constant use.
- However, after one than six months of use, it has in fact, become worse as some tiles have shifted to the point where I can insert my fingers under them.
3. My inquiries have shown that this is not the usual result of LVP floors. I had other tradesmen work on the house after this issue and they observed and pointed out that the planks were not laid in the proper manner. The only proper resolution is to remove and re-lay the entire set of tiles in each room currently covered with LVP.
4. I contacted the Defendant several times via email and they sent out the same workman that did the faulty work in the first instance. When shown the faults & asked to correct it, he blamed the LVP (Mohawk brand LVP, type 822, purchased from Edles Decor) and said it can be fixed without redoing the entire floor. I disagree. I suggest that the entire floor must be redone because patching it here-and-there will cause long term issues.
5. Cost is broken down as:
 CI \$6,000.00 - being costs of the LVP
 CI \$10,000 - being costs to remove and replace the LVP (this includes furniture removal, Baseboard removal, replacement and painting and wall paint touch-up as necessary)
 CI \$1,000 - being costs to rent a portable storage unit to store furniture.
 CI \$700.00 - being costs to rent a hotel for 2-3 days while the work is carried out at #30 Hilton Estates

AND the Plaintiff claims:

- 1 The sum of CI \$17,700.00.
- 2 Interest in the sum of \$ n/a calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ to be assessed, alternatively costs to be assessed.


 Plaintiff's Signature

Plaintiff's address for service

393 Fairbanks Rd, Hilton Estates #30
 PO Box 11687, KY1-1009
 Grand Cayman
 Phone: 345 525 5293
 Email: orinashby@gmail.com

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Orrin Mark Ashby

Plaintiff**AND:**

S & M Construction Ltd

DefendantACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

S & M Construction Ltd
46 Nashe St., Belford Estate, Bodden Town
P.O Box 2422, KY1-1105
Grand Cayman, Cayman Islands
tel: 345-328-2839 & 345-329-4393
email: smconstructltd@gmail.com

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 Plaint 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.