



SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC OF 2025

E E N:

ALTHEA VASSELL

PLAINTIFF

AND

**ISLAND IN THE SUN LTD (TRADING AS L&M
CARPENTRY)**

DEFENDANT

PLAINT

TO:

Island In The Sun Ltd T/A L&M
Carpentry
Attention: Georgia Rose
Suite 203-C, Crighton Building
256 Crewe Road
George Town, Grand Cayman
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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 10 day of July 2025.

See overleaf for particulars of Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times an individual who resides in the Cayman Islands with the mailing address PO Box 11904, Grand Cayman KY1-1010, Cayman Islands.
2. The Defendant is a company organised and carrying on business pursuant to the laws of the Cayman Islands with registered office address at Suite 203-C, Crighton Building, 256 Crewe Road, George Town, Grand Cayman, Cayman Islands.
3. Pursuant to the agreement made between the Parties (the "Agreement") on 25 February 2025 for the fabrication and installation of a bathroom vanity and backsplash for a total cost of CI\$1,500, the Plaintiff paid the Defendant a deposit of CI\$1,000 on 25 February 2025.
4. The Parties agreed that the work was due to be completed by 20 March 2025, however this deadline was not met by the Defendant and on the 31 March 2025 the Plaintiff requested an update from the Defendant, the Defendant sent the Plaintiff a photograph of the fabrication which showed that it was unfinished.
5. After several subsequent unsuccessful requests for updates from the Defendant, the Plaintiff requested that the Defendant return her deposit.
6. The Defendant did not return the Plaintiffs deposit and informed her that the deposit would not be returned until a sale of the items, being fabricated for the Plaintiff, was completed with a new purchaser.
7. The Plaintiff informed the Defendant on multiple occasions that they should deliver and install the items if they were ready for installation, however up until 31 March 2025, no items were delivered or installed.
8. In April 2025, the Defendant sent the Plaintiff a picture of the finished product which showed that the items were not built according to the specifications agreed between the parties and that it was of poor construction.

9. The Plaintiff told the Defendant that she no longer wanted the items.
10. The Plaintiff has now contracted with another supplier and has had the finished product installed at her home.

AND THE PLAINTIFF claims:

- a) That this Honourable Court orders the Defendant to return the Plaintiffs deposit of CI\$1000.
- b) Fixed costs to be assessed for administrative time and legal fees.
- c) Such further and other relief as this Court may deem just.

A. Vassell

Althea Vassell
Plaintiff

altheavassell04@gmail.com

328-1036

INDORSEMENT

The principal amount claimed in respect of deposit paid is CI\$1000. The amount of the filing fees to commence the proceeding is CI\$25.00. The fixed costs applicable upon entry of Judgement are CI\$150 administrative costs and CI\$350 in legal advice pursuant to the Summary Court Rules 2004.

If, within the time for returning the acknowledgement of service, the Defendant pays 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.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**CAUSE NO: SC OF 2025****B E T W E E N:****ALTHEA VASSELL****PLAINTIFF****AND****ISLAND IN THE SUN LTD (TRADING AS L&M
CARPENTRY)****DEFENDANT**

ACKNOWLEDGMENT OF SERVICE

1. State 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 plaint is acknowledged accordingly.

Dated this day of 2025

Defendant's Signature

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]

1.

Defendant's Signature

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