

IN THE GRAND COURT OF THE CAYMAN ISLANDS



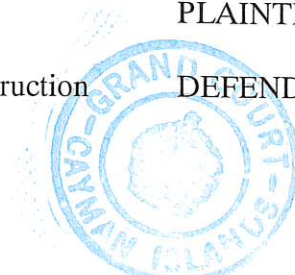
CAUSE NO. 90058 OF 2014

BETWEEN: DEBRA L. BRODERICK PLAINTIFF

AND: WILLIAM MEDINA Trading as J & H Construction DEFENDANT

To the Defendant:

Mr. William Medina, Owner of J & H Construction
P.O. Box 31381
Cyrstal Valley
153 Bankers Way
West Bay, Grand Cayman



WRIT OF SUMMONS

THIS WRIT OF SUMMONS 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, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 21st day of April, 2014

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times the registered owner of property known as East End, Block 6A, Parcel 212 located at Al Robend Road, Old Man Bay, North Side, Grand Cayman.
2. The Defendant was at all material times licenced under the Trade and Business Licence Law of the Cayman Islands and carried on business of general Building Contractor which includes sub-contracting to other entities such as electricians and plumbers.
3. The Defendant, at all material times, held himself out to be a qualified and professional contractor and the Plaintiff relied upon his expertise to her detriment.
4. On or around 27th April 2009, the Plaintiff and the Defendant entered into a written contract whereby the Defendant agreed to construct and complete a 3 bedroom 2 bath upstairs house with dimentions of 2,500 square feet, in accordance with the plans and specifications provided by the Plaintiff on the aforementioned property.
5. It was expressly agreed that in consideration for the construction of the said house, the Plaintiff would pay the Defendant the total sum of CI\$215,000.00.
6. It was also expressly agreed that the Defendant would construct the house in such manner and standard in accordance to building codes and that it would pass all necessary safety, health and building inspections.
7. It was an implied agreement that the Defendant would complete the said house to the standard of any ordinary competent and professional contractor and that the Defendant would obtain and provide the Plaintiff with the necessary certificate of occupancy upon final inspection by the Planning Department and Building Control Unit.

8. The Plaintiff will rely on the said contract for its full terms and effect.
9. It was orally agreed that the Defendant would complete the home within 5 months.
10. The Plaintiff paid the Defendant the sum of CI\$215,000.00 to build the home in accordance with Article 2 of the contract but the Defendant failed to complete the home within the 5 months as agreed or any at all.
11. The Defendant had the opportunity to complete the house after the expiry of the 5 months period but failed miserably to do so despite numerous pleas from the Plaintiff for him to complete the job.
12. That because the Defendant failed to obtain the certificate of occupancy within the specified time limit, the Plaintiff was deprived of proper electricity to her home and had to use temporary electricity for several months.
13. As a result of not having permanent electricity connected to her home the Plaintiff suffered damage to her air condition unit and incurred expense of replacing the existing unit.
14. The Plaintiff continues to suffer leaks to her house roof in the master bedroom and around the windows and doors. She had to hire other contractors to complete the house and/or remedy the various defects.
15. The Defendant is in breach of the said contract and as such is liable to the Plaintiff for loss, damages and costs.

PARTICULARS OF BREACH

16. The Defendant is in breach of the said contract in that:-
- (a) He has failed to complete the house and obtain a certificate of occupancy as agreed, in all the circumstances.
 - (b) He has failed to contract and/or supervise the work in a professional and workman like manner.
 - (c) He walked off the job without completing the house.
 - (d) Failed to engage the service of a competent electrician to carry out the electrical work.
 - (e) Failed to engage the service of a competent plumber to carry out the plumbing work.
 - (f) Failed to install tiles on the floor, bathroom walls and flooring around Jacuzzi.
 - (g) Failed to hire competent sub-contractor and/or workers to carry out the work in a professional and workman like manner.
 - (h) Failed to purchase proper size windows and failed to install the windows properly.
 - (i) Alter the size of the windows without any form of consent by the Plaintiff.

PARTICULARS OF LOSS AND DAMAGE

Expenses incurred to continue building house

17. The schedule of expenses incurred to date by the Plaintiff as a result of the Defendant's breach will be produced at a later stage.

Amount to complete and remedy defects of house

18. The schedule of estimates and expenses to complete and remedy the defects in the Plaintiff's home will be produced at a later stage.
19. The Plaintiff claims interest on all sums due or in such amounts and at such rates as the Court deems just.

And the Plaintiff claims:-

- (a) Damages
- (b) Interests
- (c) Costs

Dated this 21st day of April, 2014



Facey-Clarke & Associates
Attorneys for the Plaintiff

Plaintiff's address for service
c/o Facey-Clarke & Associates
Unit 119, Ground Floor, Elizabethan Square
P.O. Box 2545, Grand Cayman KY1-1104
Tel: 345-946 8111, Fax: 345-946 -8141
Email: mclarke@candw.ky

This Writ and Statement of Claim was issued by Facey-Clarke & Associates, Attorneys-At-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, Ground Floor, Unit 119, Elizabethan Square, George Town, Grand Cayman

CAUSE NO. 581 OF 2014

BETWEEN: DEBRA L. BRODERICK PLAINTIFF
AND: WILLIAM MEDINA Trading as J & H Construction DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)
yes no

Service of the Writ is acknowledged accordingly

(Signed).....
Defendant (if in Person) or Attorney for the Defendant

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Facey-Clarke & Associates
Barristers & Attorneys-at-Law
P.O. Box 2545, Grand Cayman KY1-1104
Unit 119, Ground Floor, Elizabethan Square,
80 Shedden Road, George Town, Grand Cayman
Cayman Islands, B.W.I.
Email: mclarke@candw.ky
Tel: 345 946 8111 or 917 6351)

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.