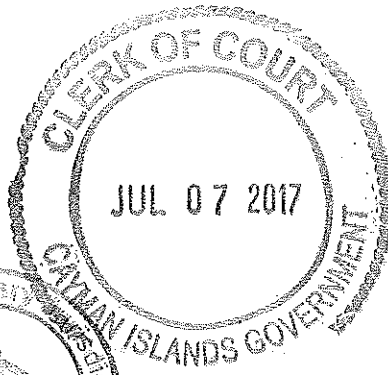
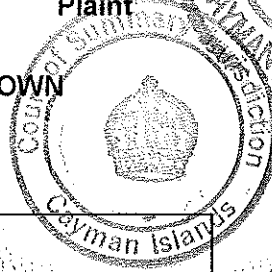


No. 1

Plaint



IN THE SUMMARY COURT AT GEORGE TOWN



Cause No. SC 137 of 2017

BETWEEN:

Raymond J. Anthony

Plaintiff

AND:

Parson's Air Conditioning & Refrigeration

Defendant



To the Defendant

312 W. Church Street
PO Box 327 KY1-1301

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 Plaintiff 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 7 day of July 2017

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 Defendant is indebted to him or is liable to pay damages to him)


1. During an emergency call out to our air handler in the garage on 16 February, the Parson's engineer caused damage to our loft hatch cover.
2. Furthermore, during a normal call out to service our air handler in the roof void on or around 21 February, the Parson's engineer caused significant damage to our loft hatch and trim.
3. The owner of Parson's Air-conditioning was immediately contacted by telephone on 22 February and invited to come to the property to review the damage - he refused.
4. On 23 February I sent photographs of the damage to Mr. Parsons in an email and advised him that I would affect repairs and expressed regret that he had refused to come to the property to review the damage (see email stream attached). I also confirmed that I would pay the \$134.00 service charge once a quid pro quo had been agreed on the loft repairs.
5. In an exchange of emails on or around 25 February, Mr. Parson's refused to accept responsibility for the damage and again refused to come to the property to review the damage.
6. On 7 March, I emailed Mr. Parsons to again express regret that he would not accept an invitation to review the damage - I received no reply.
7. On 25 May, I sent an invoice for repairs (excluding painting) to Mr. Parsons and suggested a way in which the issue could be resolved. I received no reply.

AND the Plaintiff claims:

- 1 The sum of **\$516.00**.

Repair to loft hatches \$650.00 less \$134.00 for the service fee outstanding.

- 2 Interest in the sum of **\$Nil**
- 3 Fixed costs of **\$25.00** for court fee.



Plaintiff's Signature

Plaintiff's address for service

PO Box 2177, KY1-1105

326 4930

Ray Anthony

From: Ray Anthony [ranthony@easyconnect.ky]
Sent: Thursday, May 25, 2017 8:47 AM
To: 'manager@parsonsac.com'
Subject: RE: 405 Bimini Drive
Attachments: Ray Anthony Attic Repair.pdf

Dear Mr. Parsons,

The repair to our loft hatches cost \$475.00 excluding the repainting -- see attached invoice. In an effort to put this episode behind us and to re-establish a good relationship, would you be willing to credit our account with \$475.00, deduct the outstanding invoice for the last recent service so we can sign a service agreement to maintain our system?

Yours sincerely,

Ray Anthony

From: Ray Anthony [mailto:ranthony@easyconnect.ky]
Sent: Tuesday, March 07, 2017 10:22 PM
To: 'Lewin Parsons'
Subject: RE: 405 Bimini Drive

Mr. Parsons:

As I have received no reply to my email below, I must assume you have no intention to accept my invitation to come to the property to review the damage caused by your technicians.

Raymond Anthony

From: Ray Anthony [mailto:ranthony@easyconnect.ky]
Sent: Saturday, February 25, 2017 8:04 AM
To: 'Lewin Parsons'
Subject: RE: Mr. Parsons

Dear Mr. Parsons,

See notes below

From: Lewin Parsons [mailto:manager@parsonsac.com]
Sent: Friday, February 24, 2017 5:50 PM
To: ranthony@easyconnect.ky
Subject: RE: Mr. Parsons

Dear Sir.

Regarding your email and the photo of the access to the unit in the garage the damage there was caused by the lack of servicing of the unit which caused an overflow wetting the panel and being wet it adhered to the frame and therefore the wet paper was easy to tear off. The tech explained this to you.

The technician has not given to you all the facts. The panel may have been wet, but he did not have a tall enough ladder to reach the access hatch and therefore struggled to remove the panel in a way that would have protected it from damage. If you cast your mind back, we told you explicitly that he would need a 12-foot ladder -- information you appear not to have passed onto him or that he ignored. You may be interested to know that to complete the work he used one of our mobile shelf units with a small three step ladder balanced on top. You may wish to talk to him about this unsafe and unprofessional approach.

The photo of the attic access clearly shows two screws near the crack which indicates to me that someone experienced a problem there previously, more evidence is that about 12" to 18" beyond the crack there is a gap about one eighth of an inch but in the corner adjacent to the crack it is tightly fitted and after repeated usage it was bound to fail unfortunately it did when my tech tried to open it. The trim instead of being secured with nails or screws was glued on and over time glue does lose its effectiveness so it fell off as well. The gluing on of the trim, the binding of a movable entity to a stationary a stationary object lends itself to a poorly assembled/constructed and inferior product.

Your interpretation of the photos is fundamentally flawed. Of course, if you had accepted our invitations to come to the property to review the damage all would have been clear to you, but you have refused. The trim was both glued and pinned, and the screw hole you see is where the loft panel is attached to the loft ladder and is not a previous repair. The fact is that your technician let the ladder drop down with force as witnessed by my wife.

In both cases I do not see any indication of my technicians acting carelessly or with intent to cause damage to your property.

We have never claimed deliberate intent to damage our property. However, as described above, the first technician acted more that carelessly, which resulted in unnecessary damage to the panel in the garage, and the second technician let the loft hatch drop down with force, which caused the damage

As a matter of fact I constantly get extremely good reports on them so good that a large amount of our work comes from customers who recommend us to their friends, family and co-workers.

Unfortunately, in this case the technicians caused damage to our property.

If you would review both cases I cannot see you or anyone else concluding other than what is plain to see. As home owners, we all have our responsibilities.

Again, we invite you to come to the property to review the damage. Please call 326-4930 to arrange a visit at your convenience.

Sincerely,

Raymond Anthony

From: Ray Anthony [<mailto:ranthony@easyconnect.ky>]

Sent: Thursday, February 23, 2017 7:25 AM

To: Information <info@parsonsac.com>

Subject: FAO: Mr. Parsons

Dear Mr. Parsons,

Following our telephone conversation yesterday:

During an emergency call out service to the air handler our in garage on 16 February, the engineer did minor damage to the access cover (photos attached), which must be replaced. The invoice for your kind service was paid in full on the same day.

During a regular service to the air handler in the main roof void this week, the engineer pulled down the loft ladder such that the access cover fractured and the trim attached to the access cover fell away (photos attached), which must be replaced. The service invoice for \$134.00 remains due.

Our intention is to instruct the gentleman that did the trim work to our home, Mr. Pete Wetmore, to replace the access covers and trim, and First Impressions, Ltd., the company that painted our house, to complete the finishing.

You have said you must talk to your engineers before you agree to be responsible for the cost of repairs, and I look forward to hearing from you by the end of this week. I regret you have refused to come to the house to review the damage.

Please be advised that we intend to immediately settle the account for \$134.00 once the quid pro quo has been agreed, and I trust this small issue will be resolved in an honourable and uncontentious manner.

Yours sincerely,

Raymond Anthony
405 Bimini Drive



Paint Pros Ltd.

P.O. Box 31671
Grand Cayman KY1-1207
Cayman Island
(345) 949-7767

Invoice

Date	Invoice #
6/21/2017	5527

Bill To
Ray Anthony #405 Bimini Drive - Grand Harbour Grand Cayman - Cayman Islands BWI REF: Access Hatch Priming & Painting

PAID
06/21/2017

Terms	Project
Due on receipt	

Item	Qty	Description	Rate	Amount
Painting		<p>We hereby submit this Payment Receipt for: Access Hatch Priming & Painting</p> <ol style="list-style-type: none"> 1. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces as best as possible. 2. Carefully protect all surfaces not requiring painting in areas where painting occurs. 3. Examine surfaces to receive priming prior to commencing work. Report any condition that may potentially affect proper application 4. Ensure surfaces that have been prepared for painting are acceptable and completed in a timely manner to prevent deterioration with approved paint. 5. Apply (3) coats to uniform finish. 6. As work proceeds, promptly remove paint where spilled, splashed, or spattered. 7. During progress of work maintain premises free of unnecessary accumulation of tools, equipment and surplus of materials. 8. Remove empty paint containers from site and all other related waste pertaining to painting. 9. Proper supervision to be on site at all times. 10. Acceptable manufacture to be used. <p>ITEMS COMPLETED: 2 Access Hatch Prime Coat Application / Patching & Sanding / Painting</p>	175.00	175.00

THANK YOU FOR YOUR BUSINESS.		Payments/Credits	KYD -175.00
All accounts are due upon receipt of Invoice or as listed in TERMS. Paint Pros Ltd. Cayman National Bank - CI Account #012-17595 or U.S. Account #022-10947		Balance Due	KYD 0.00

E-mail

accounts@paintpros.ky

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

RAYMOND J. ANTHONY

Plaintiff

AND:

PROSECUTOR GENERAL & ATTORNEY GENERAL

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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 Plaintiff 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.