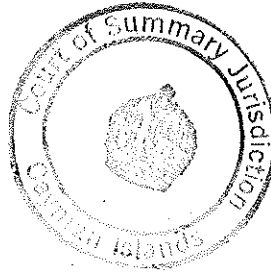


No. 1  
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

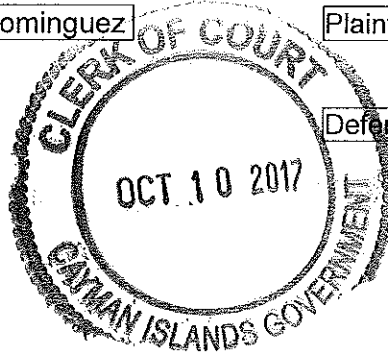
Cause No. SC 200 of 20 17

BETWEEN: Kennisha Dominguez Plaintiff

AND: Leon Conolly Defendant

To the Defendant:

Health City Cayman Islands  
1283 Sea View Rd,  
Grand Cayman  
KY1-1005



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 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 10 day of October 20 17

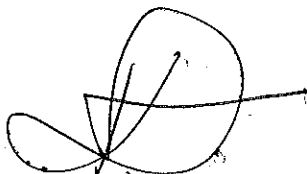
See overleaf for particulars of the Plaintiff's claim

## PARTICULARS OF CLAIM

1. In May 2017, the Plaintiff reached out to the Defendant to arrange a consultation on the construction of her master bathroom's shower.
2. The Defendant viewed the bathroom and to provide the Plaintiff with a quote. During the conversation, the Defendant inquired about the rest of the apartment and advised that he could also supply materials and labor for the completion of the remainder of the apartment through a payment plan. The Plaintiff and Defendant orally agreed on the terms of the contract being that all monies would be paid out of the Plaintiff's salary on a monthly basis.
3. The Defendant agreed he would commence work in the first week in August 2017 and would finish in one week. However, the agreement was varied and the Defendant decided to commence work in the first week of July 2017. In accordance with the verbal agreement, the Plaintiff paid the Defendant a total sum of CI\$3,000.
4. The Defendant commenced as agreed in July but at the end of the week, the Plaintiff was informed there were issues with the men working for the Defendant and this continued to end of August 2017. To this date, the only work done was the painting of the living room, kitchen and one bathroom and this work was of an extremely poor quality. The T.V. was moved but remained on the floor, the kitchen cabinets were removed and sanded but not stained and the master bathroom was disassembled but no work done.
5. The Plaintiff contacted the Defendant on numerous occasions since the start of the work but the Defendant consistently failed to do the work agreed and had no time frame in place for completion of the work. As a result of this, the Plaintiff reached out to a Lawyer who sent the Defendant a Letter before action, advising him of his breach of contract and gave the Defendant the opportunity to resolve the issue out side of the courts.
6. The Defendant responded and agreed to pay back the Plaintiff the CI\$3,000 in two installments and this was detailed in a Promissory Note which was signed by the Defendant and the Plaintiff in front of a witness.
7. The Defendant breached the terms of the Promissory Note, and as agreed in this note, should be made to pay the Plaintiff back the CI\$3,000 plus the additional cost of having a new contractor complete the project.

AND the Plaintiff claims:

- 1 The sum of CI\$ 19,000.
- 2 Interest in the sum of \$0 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$19,000, alternatively costs to be assessed.



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Plaintiff's Signature

Plaintiff's address for service

P.O. Box 2863  
Grand Cayman KY1-1112  
Cayman Islands

Phone number: 929-8796

Email: [kldominguez@hotmail.com](mailto:kldominguez@hotmail.com)

No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

Between:

Kennisha Dominguez

Plaintiff

AND:

Leon Conolly

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for 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 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)

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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.