

Plaint

IN SUMMARY COURT AT GEORGE TOWN, GRAND CAYMAN

Cause No. SC# 76 of 2018

**QUALITY ELECTRIC AND
ELSMER RANKIN** - Plaintiffs

BETWEEN:

PHEONIX CONSTRUCTION LTD. - 1st Defendant

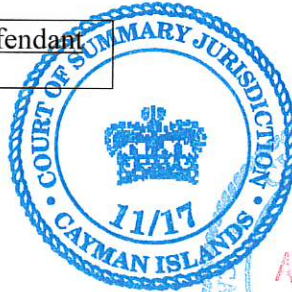
AND

PAUL CROUCHER - 2nd Defendant

AND:

To the Defendants:

c/o PO Box 10020, Industrial Way
Grand Cayman
CAYMAN ISLANDS KY1-1101/Tel: 945-8001



THIS PLAINT has been issued against you by the above – named Plaintiff in respect to 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, P.O. Box 495, Grand Cayman KY1-1106, CAYMAN ISLANDS, the accompanying Acknowledgement 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 from.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service from containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 24 day of April 2018

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

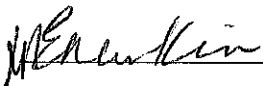
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendants is indebted to the Plaintiff or is liable to pay damages to the Plaintiff)

1. That the Plaintiff entered into a Short-Form Subcontract Agreement ("the Agreement") dated 5TH January 2016 with the First Defendant for the purposes of providing electrical installation for the construction of the private residence belonging to the Second Defendant's located at Registration Section: Block 17A/Parcel 72, Crystal Harbour, Grand Cayman, Cayman Islands.
2. As per the agreement attached hereto and the outstanding statement of account, the final payment was to be settled within six months from the date of completion or the final electrical inspection being passed and approved for occupancy.
3. The final approval was successfully obtained by the Plaintiff and earned the approval Record No.B15-0476 on December 20th, 2016.
4. The Second Defendant is now occupying the premises and could not have been able to do so without the final electrical inspection carried out by the Plaintiff and obtaining approval of which was achieved by the Plaintiff in Paragraph 3 above.
5. Numerous attempts to collect the remainder of the outstanding monies from the First Defendant have been unsuccessful.
6. The Plaintiff now seeks the assistance of the Courts to remedy this outstanding unpaid debt from the First & Second Defendants in this matter.

The Plaintiff is owed **CI\$8,712.15** plus cost, interest and fixed cost.

AND the Plaintiff claims:

1. The Plaintiff is claiming the sum of **CI\$8,712.15** being the outstanding amount free of interest.
3. Interest on the sum at the rate of to be **prescribed by the Court** per annum.
4. Interest to continue until the matter is settled and together with other cost the Courts assessed for this action.
5. Fixed cost of **CI\$1000.00**, alternatively cost to be assessed by this Court.



Plaintiff's Signature

Plaintiff's address for Service

PO Box 11202
228 Dorcy Drive Warehouse #27
Grand Cayman, KY1-1108
CAYMAN ISLANDS
Cell: 949-2708/917-8885/em: qualityelectric@candw.ky

Acknowledgement of Service

IN SUMMARY COURT AT GEORGE TOWN, GRAND CAYMAN

Cause No. SC# _____ of 2018

QUALITY ELECTRIC LTD. AND - Plaintiffs
ELSMER RANKIN

BETWEEN:

PHEONIX CONSTRUCTION LTD. - 1st Defendant

AND

PAUL CROUCHER - 2nd Defendant

AND:

ACKNOWLEDGEMENT OF SERVICE

- State the Defendant's name and address –

c/o PO Box 10020, Industrial Way, George
Town, Grand Cayman
CAYMAN ISLANDS KY1-1101/Tel: 945-8001

- State whether the Defendants intends to contest the Action

Yes No

- If you do not intend to contest the action, do you want time in which to pay the claim?

Yes No

- If you do not 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 _____, 2018

Sea 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 of the claim)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, Downtown, George Town, Kirk House, P.O. Box 495, Grand Cayman KY1-1106, GRAND CAYMAN, Tele: 949-4296 within 14 days of receipt otherwise a default judgment may be entered against you.

SHORT-FORM SUBCONTRACT AGREEMENT

CONTRACTOR'S NAME Phoenix Construction
ADDRESS PO Box 10020 Grand Cayman KY1-1001
PHONE 1-345-945-8001
FAX 1-345-945-8002
CONTACT EMAIL gparker@phoenix.com.ky
LICENSE # 10635

SUB-CONTRACTOR'S NAME Quality Electric
ADDRESS P.O. Box 11202, KY1-1008
CELL PHONE 9146-2708
CONTACT EMAIL
LICENSE #

DATE 4 January 2016
PROJECT NAME Croucher Residence
PROJECT ADDRESS Block 12C Parcel 416
DRAWING NO'S See BCU Stamped plans and current Drawing registry date
26 November 2015

I. PARTIES


This Subcontract (hereinafter referred to as "Agreement") is being entered into on the (date) 5 January 2016, and is between Phoenix Construction, (hereinafter referred to as "Contractor"); and Quality Electric, (hereinafter referred to as "Subcontractor").

In consideration of mutual promises contained herein, the parties agree as follows:

II. GENERAL SCOPE OF WORK DESCRIPTION AND SUBCONTRACT AMOUNT

- This contract is for all materials and labor to complete the electrical works for the Croucher Residence.
- All items included are on the attached approved quote sent by Quality Electric dated 28 October 2015, and per drawings sent via dropbox. Drawings will take precedence over quote on any questionable items.
- The subcontractor will liaise with the Contractor's on all decisions and will follow the Phoenix Quality Assurance schedule.
- The subcontractor is responsible for all tools required to properly perform the appropriate tasks, to include but not limited to extension cords, hand tools, mixers, screeds, laser levels, benders, saws, scaffolding, temporary stairs, safety rails, trash bins, etc.
- Subcontractor is responsible for all materials to be on site in a timely matter to keep up with the building schedule.
- Subcontractor shall liaise with the Contractor for all required BCU and Engineering inspections and will not proceed with works until appropriate inspections have passed and RED card signed off.


Subcontractor


Owner

to, or claimed to be caused or contributed to, by any act or omission, fault or negligence, whether passive or active, of Subcontractor or his agents, employees, or lower-tier subcontractors in connection with or incidental to the work under this Agreement.

G. LAWS, REGULATIONS, AND SAFETY

Subcontractor will comply with all statutes and regulations that establish safety requirements (including, but not limited to, those of Cayman Islands Law and any agency regulating job-site safety). By signing this Agreement, Subcontractor knowingly and willingly accepts full responsibility for the safe operation of all of its activities and the protection of other persons and property during the course of this project. Subcontractor will have sufficient automobile insurance for any and all vehicles to be utilized for the project. Subcontractor will have Worker's Compensation Insurance in statutory form for all subcontractor's employees and/or lower-tier subcontractors. If proof of Worker's Compensation Insurance is not provided prior to commencement of the work, Owner will add subcontractor to their own policy at a cost of .5% of the subcontractor's value. This will be deducted from the first payment due to the subcontractor.

H. DISPUTE RESOLUTION AND ATTORNEY'S FEES

This Agreement shall be interpreted and construed in accordance with the laws of the Cayman Islands and shall be subject to the jurisdiction of the Courts of the Cayman Islands.

The prevailing party in any legal proceeding related to this Agreement shall be entitled to payment of reasonable attorney's fees, costs, and post-judgment interest at the legal rate.

J. ENTIRE AGREEMENT, SEVERABILITY, AND MODIFICATION


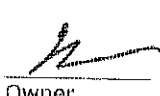
This Agreement represents and contains the entire agreement and understanding between the parties. Prior discussions or verbal representations by Owner, Contractor or Subcontractor that are not contained in this Agreement are not a part of this Agreement. In the event that any provision of this Agreement is at any time held by a Court to be invalid or unenforceable, the parties agree that all other provisions of this Agreement will remain in full force and effect. Any future modification of this Agreement must be made in writing and executed by Subcontractor and Contractor.

K. GOVERNING LAW

The law of the Place of Work shall be the Law of the Cayman Islands and shall govern the interpretation of the Contract.

L. JOB COMMUNICATION PROTOCOL

All communication from the Owner and/or the Owner's representative to the Contractor shall be relayed to the Subcontractor. The Subcontractor may discuss scope of work or pricing or any other specifics with the Contractor, and all queries and directions are to be directed to Contractor. Subcontractor agrees to attend weekly Contractor meetings either onsite or at a place to be determined by

Subcontractor Owner

the Contractor.

Any parts or products owned by the Owner or Contractor that will be used by the Subcontractor on the job, are to be charged to the Subcontractor's accountability and keeping track of them for the duration is the Subcontractor's responsibility. Subcontractor is not to solicit work from the Owner without first communicating with the Contractor.

Noncompliance of the Subcontractor to any one of the above paragraphs may be cause for termination of the Agreement, after assessment of financial damage to Contractor. Noncompliance includes but is not limited to delays in ordering materials, not keeping up with agreed building schedule, poor quality/performance, not following safety procedures

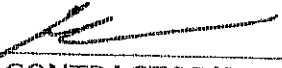
Contractor and Subcontractor agree that no other agreement, implied, written or verbal, exists outside of the terms of this document and any additions and/or deletions must be conducted in writing and signed by the authorized representative for each party.


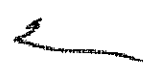
We have read and understood, and we agree to all of the terms and conditions contained in the Agreement above.

5 Jan 16
DATE


SUBCONTRACTOR'S SIGNATURE

5 Jan 16
DATE


CONTRACTOR'S SIGNATURE

 
Subcontractor Owner

QUALITY ELECTRIC LTD

11/10/2017 2:32 PM

Register: Accounts Receivable

From 01/01/2016 through 11/10/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Customer	Memo/Description	Qty	Rate	Charge	Paid	Balance
01/22/2016	2876	Phoenix Constructi...				19,692.00		19,692.00
01/22/2016	BB# 31186	Phoenix Constructi...					18,707.40	984.60
02/04/2016	2889	Phoenix Constructi...				3,113.57		4,098.17
02/19/2016	BB #31388	Phoenix Constructi...					2,957.89	1,140.28
06/03/2016	2938	Phoenix Constructi...				6,564.00		7,704.28
06/30/2016	BB #32229	Phoenix Constructi...					6,235.80	1,468.48
07/29/2016	2968	Phoenix Constructi...				3,297.00		4,765.48
07/29/2016	2969	Phoenix Constructi...				26,256.00		31,021.48
08/12/2016	BB# 032...	Phoenix Constructi...					24,943.20	6,078.28
09/08/2016	3003	Phoenix Constructi...				310.40		6,388.68
12/01/2016	3025	Phoenix Constructi...				4,041.95		10,430.63
12/16/2016	BB# 033...	Phoenix Constructi...					3,132.15	7,298.48
12/16/2016	BB# 033...	Phoenix Constructi...					294.88	7,003.60
01/04/2017	BB# 033...	Phoenix Constructi...					4,855.45	2,148.15
01/19/2017	3038	Phoenix Constructi...				6,564.00		8,712.15



122016-122820 (PERMIT FINAL) (CERTIFICATE OF OCCUPANCY) (HLP)
Permit Final Request Form (Version 1)

Web form for submitting the Permit Final Request Form

Mandatory fields are marked with an *

APPROVED **B15-0476** (17A72)

Property Information

District: WEST BAY
 Address: (up to 4 lines) CRYSTAL HARBOUR
 Country: CAYMAN ISLANDS
 Postal/Zip Code:
 Building No:
 Block: 17A
 Parcel: 72
 Lot:
 Record Number: B15-0476

Applicant Information

Name: CROUCHER RESIDENCE
 Phone Number: 949-2800
 Fax Number:
 Email: ALEX@DESIGN-CAYMAN.KY

Business Requesting Inspection

* Name: PHOENIX CONSTRUCTION
 Phone Number: 945-8001
 * Business Number: BCL-000281 Note
 Fax Number:
 Email: lmenzies@phoenix.com.ky

Contractor Requesting Inspection

* Preferred Inspection Date: 20-Dec-16
 * Person Making Request: GORDON PARKER
 * Date of Submission: 20-Dec-16
 * Contractor Number: CPM-001033 Note
 * Phone Number: 3459384046
 IR Origin: PHOENIX CONSTRUCTION LTD

Type of Inspection

Inspector: HAROON L. PANDOHIE, AICP
 * Permit Final: CERTIFICATE OF OCCUPAN
 * Floors: NA
 * Full/ Partial Inspection: Full
 * Occupant Load: 0
 Reason for request (for SPO
 only):

Inspection Checklist

Building Control Inspections



**i120916-122029 (ELECTRICAL) (ELECTRICAL FINAL) (TBH)
Final Electrical Inspection Request Form (Version 1)**

Web form for submitting the Final Electrical Inspection Request Form

Mandatory fields are marked with an *

APPROVED **B15-0476** (17A72)

Property Information

District: WEST BAY
Address:(up to 4 lines) CRYSTAL HARBOUR
Country: CAYMAN ISLANDS
Postal/Zip Code:
Building No:
Block: 17A
Parcel: 72
Lot:
Record Number: B15-0476

Applicant Information

Name: CROUCHER RESIDENCE
Phone Number: 949-2800
Fax Number:
Email: ALEX@DESIGN-CAYMAN.KY

Business Requesting Inspection

* Name: QUALITY ELECTRIC LTD.
Phone Number: 3459162708 / 9492708
* Business Number: ECL-000050 Note
Fax Number:
Email: qualityelectric@candw.ky

Contractor Requesting Inspection

* Preferred Inspection Date: 13-Dec-16
* Person Making Request: ELSMER R. RANKIN
* Date of Submission: 09-Dec-16
* Contractor Number: EEL-000112 Note
* Phone Number: 3459162708/ 9492708
IR Origin: QUALITY ELECTRIC LTD.

Type of Inspection

Inspector: TIMOTHY HOLMES
* Electrical: **ELECTRICAL FINAL**
* Floors: NA
* Full/ Partial Inspection: Full
Inspection Area Description: Requesting final
inspection on 6 bedroom
house

Inspection Checklist

- Inspection Items**
- 1. NA Permit and approved drawings onsite



**1122016-125142 (PERMIT FINAL) (CERTIFICATE OF COMPLETION) (HLP)
Permit Final Request Form (Version 1)**

Web form for submitting the Permit Final Request Form
Mandatory fields are marked with an *

APPROVED: **B15-0477** (17A72)

Property Information

District: WEST BAY
Address: (up to 4 lines) CRYSTAL HARBOUR
Country: CAYMAN ISLANDS
Postal/Zip Code:
Building No:
Block: 17A
Parcel: 72
Lot:
Record Number: B15-0477

Applicant Information

Name: CROUCHER RESIDENCE
Phone Number: 949-2800
Fax Number:
Email: ALEX@DESIGN-CAYMAN.KY

Business Requesting Inspection

* Name: PHOENIX CONSTRUCTION
Phone Number: 945-8001
* Business Number: BCL-000281 Note
Fax Number:
Email: lmenzles@phoenix.com.ky

Contractor Requesting Inspection

* Preferred Inspection Date: 20-Dec-16
* Person Making Request: GORDON PARKER
* Date of Submission: 20-Dec-16
* Contractor Number: CPM-001033 Note
* Phone Number: 3459384046
IR Origin: JON-ANDREW JAPAL

Type of Inspection

Inspector: HAROON L. PANDOHIE, AICP
* Permit Final: CERTIFICATE OF COMPLET
* Floors: NA
* Full/ Partial Inspection: Full
Reason for request (for SPO only):

Inspection Checklist

Building Control Inspections

1. A BCU - Building Final



**121416-134230 (ELECTRICAL) (ELECTRICAL FINAL) (TBH)
Final Electrical Inspection Request Form (Version 1)**

Web form for submitting the Final Electrical Inspection Request Form
Mandatory fields are marked with an *

APPROVED **B15-0477** (17A72)

Property Information

District: WEST BAY
Address:(up to 4 lines) CRYSTAL HARBOUR
Country: CAYMAN ISLANDS
Postal/Zip Code:
Building No:
Block: 17A
Parcel: 72
Lot:
Record Number: B15-0477

Applicant Information

Name: CROUCHER RESIDENCE
Phone Number: 949-2800
Fax Number:
Email: ALEX@DESIGN-CAYMAN.KY

Business Requesting Inspection

* Name: QUALITY ELECTRIC LTD.
Phone Number: 3459162708 / 9492708
* Business Number: ECL-000050 Note
Fax Number:
Email: qualityelectric@candw.ky

Contractor Requesting Inspection

* Preferred Inspection Date: 15-Dec-16
* Person Making Request: ELSMER R. RANKIN
* Date of Submission: 14-Dec-16
* Contractor Number: EEL-000112 Note
* Phone Number: 3459162708/ 9492708
IR Origin: QUALITY ELECTRIC LTD.

Type of Inspection

Inspector: TIMOTHY HOLMES
* Electrical: **ELECTRICAL FINAL**
* Floors: NA
* Full/ Partial Inspection: Full
Inspection Area Description: Requesting final inspection on pool equipment.

Inspection Checklist

Inspection Items

- 1. NA Permit and approved drawings onsite