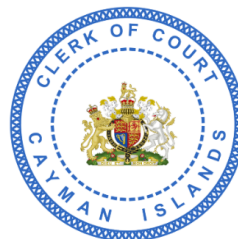


No. 1

Writ of Summons (0.6, r.1)



IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAUSE NO. OF 2020

Plaintiff

CAYMAN CONTEMPORARY CONSTRUCTION LTD.

and

ISATOU & ROGER SMITH (MARRIED)

Defendant

WRIT OF SUMMONS

To the Defendant:

ISATOU & ROGER SMITH (MARRIED), P.O. BOX 220, GRAND CAYMAN, KY1-1601

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, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service 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 Acknowledgment of Service form.

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 10th day of November 2020.

IMPORTANT

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

STATEMENT OF CLAIM

AND THE PLAINTIFF claims:

1. The Plaintiff is Cayman Contemporary Construction Ltd, 48 Paradise Close, PO Box 10940, Grand Cayman, KY1-1007, a Cayman Islands ordinary resident company.
2. The Defendant is Isatou & Roger Smith (Married), PO Box 220, Grand Cayman, Cayman Islands, KY1-1601
3. The Defendant entered into a contract with the Plaintiff on **15 May 2018** (the “**Contract**”) to build a Residential Home at Block 10E Parcel 69, Yacht Drive, North Creek, Seven Mile Beach. **(See Exhibit A)**
4. The Contract is for \$1,355,955 CI minus change orders of CI (\$30,135.34) for a total contract sum of CI \$ 1,325,819.66. Payments made to date are CI \$ 1,296,085.49. We have issued the following 3 credits plumbing fixtures & garage light credit CI (\$2,790.90), interior finishes repairs & interior stairs CI (\$1,620.65), glass scratch repair CI (\$762.86). The outstanding balance is therefore CI \$ 24,559.76. **(See Final Change Order #24 Exhibit B)**
5. The Defendant made partial payment to the Plaintiff pursuant to the Contract but withheld CI \$ 24,559.76 (the “Amount Due”) due to a disagreement about the 3 credits we issued namely; plumbing fixtures & garage light credit, interior finishes repairs & interior stairs & glass scratch repair.
6. **The Plumbing Fixture & Garage Light Credit breakdown is as follows;**

Master Bathroom Handle Shower Trim Kohler KTS14670-4-CP

2	#	318.9	637.8
---	---	-------	-------

Master Bathroom Shower Diverters Kohler K8304-KS-NA

	2 #	82.44	164.88
Master Bathroom Valve Trim Kohler KTS14671-4-CP			
	1 #	243.9	243.9
Master Bathroom Shower Valve Trim K728-K-NA (not a trim but a valve)			
	1 #	126.45	126.45
Bathroom Faucets K14660-4-CP			
	1 #	450.24	450.24
Bathroom Faucets K14661-4-CP			
	2 #	450.24	900.48
Garage Flourescent Light			
	1 #	32.02	32.02
Purchase Price in USD		2,555.77	
Purchase Price in CI at .84		2,146.85	
Shipping,Insurance & Duty 30%		644.05	
Total Credit		CI	2,790.90

7. Interior Finishes Repairs & Interior Stairs

1st Floor

Living Room- Repair crack in high ceiling 30 square feet, skim ceiling below catwalk 80 square feet, defects on TV wall 20 square feet & reveal on patio door 15 square feet

Materials	1 #	50	50
Labour	16 hrs	17.55	280.80

Kitchen-Repair defect on column next to fridge 12 square feet

Materials	1 #	10	10
Labour	1 hr	17.55	17.55

Dining Room- Repair defect in ceiling 30 square feet

Materials	1 #	15	15
Labour	2 hrs	17.55	35.10

Stairwell- Correct joint on landing wall 5 square feet

Materials	1 #	10	10
Labour	1 hr	17.55	17.55

Entry Lobby- Crack above powder room door 3 square feet, reveals and cracks next to entry doors 25 square feet

Materials	1 #	40	40
Labour	3 hrs	17.55	52.65

Pool Room / (Office,Gym)- Defects on 2# walls 30 square feet, re-caulk around sliding door, defect on door reveal 15 square feet

Materials	1 #	60	60
Labour	4 hrs	17.55	70.20

Pool Bathroom- Repair caulking in shower where tile meets ceiling, re-paint shower ceiling 15 square feet

Materials	1 #	20	20
Labour	2 hrs	17.55	35.10

Kids Playroom- Repair defects on sliding door reveal 15 square feet

Materials	1 #	10	10
Labour	1.5 hrs	17.55	26.33

2nd Floor

Bedroom 1- Repair crack above bathroom door 3 square feet, defects on TV wall 30 square feet, defect on wall behind door 60 square feet

Materials	1 #	70	70
Labour	3 hrs	17.55	52.65

Bedroom 2- Repair defects window reveal 10 square feet, defects on entry door reveal 20 square feet

Materials	1 #	20	20
-----------	-----	----	----

Labour	2.5 hrs	17.55	43.88
--------	---------	-------	-------

Bedroom 3- Repair defects on sliding door reveal 10 square feet, isolated defects on wall 20 square feet

Materials	1 #	50	50.00
Labour	2.5 hrs	17.55	43.88

Catwalk- Defects on wall next to glass exit door 10 square feet, repairs around master bedroom door frame 15 square feet

Materials	1 #	30	30.00
Labour	2.5 hrs	17.55	43.88

Office- Repair defects on 2# walls

Materials	1 #	30	30.00
Labour	2.5 hrs	17.55	43.88

Master Bedroom- Repair defects window reveal above bed 15 square feet, repair moisture problem on bedroom side of bathroom pocket door (new not sure what caused this as it was not there before)

Material	1 #	20	20.00
Labour	2 hrs	17.55	35.10

Master Bathroom- Repair defects ceiling in shower and main area 10 square feet. Clean grout off window reveal

Materials	1 #	20	20.00
Labour	1.5 hrs	17.55	26.33

Remove air bubbles from epoxy on interior stairs

Materials	1 #	60	60.00
Labour	16 hrs	17.55	280.80

Total Credit	1,620.65	CI
-------------------------	-----------------	-----------

8. **Glass Scratch Repairs**

W-202 Bedroom 1- 2nd Floor mild scratch to be corrected using G force system (original punch list item) scaffold 3hrs x \$17.55=\$52.65 + repair 2.5hrs x \$24.30=\$60.75 = **\$113.40**

W-200 Staircase Landing- mild scratch to be corrected by using G force system (original punch list item) scaffold 3hr x \$17.55=\$52.65 + repair 3hrs x\$24.30= \$72.90 = **\$115.55**

W-209 Roof Terrace very fine scratches over multiple panes to be corrected by using Cerium Oxide (noticed after film was applied) scaffold 2hrsx\$17.55=\$35.10 + repair 12hrsx\$24.30=\$291.60 = **\$326.70**

D-105 Pool Patio Sliding Door- deep scratch to be corrected using G force system (looks like scratch was caused by patio furniture) repair 4hrs x \$24.30=\$97.20

Material Cost=**\$110.01**

Total Glass Scratch Credit= \$762.86 CI

Conclusion

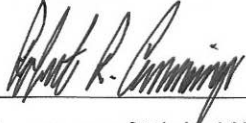
9. The Plumbing Fixture & Garage Light Credit- the plaintiff purchased these materials on behalf of the defendant. The defendant later changed their mind and ordered their own plumbing fixtures. The plaintiff then put these items in storage to return to the plaintiff later however upon inspection the plaintiff could not find these items. See invoice attached for plumbing fixtures purchased. **(Exhibit C)**
10. Interior Finishes Repairs & Interior Stairs Credit- the plaintiff agrees that there are some walls which need minor repairs. We have carried out a few repairs to date to the satisfaction of the Defendant. The Defendant asked us not to make these repairs and asked for an independent company to provide a quotation for these repairs. The Defendant agreed to have this independent company break down their quotation

however as you can see from the attached quotation from Epic Construction Ltd they have not provided a room by room breakdown as we have done above. **(See Exhibit D)** The quotation from Epic Construction Ltd is for \$39,346 which is more than the cost of building all of the walls in the entire house from scratch. They have also included for a level 5 finish which is a premium product that requires a complete compound skim over all of the surface of the walls. Our contract does not include a level 5 finish. We have offered to repair the walls ourself to complete the contracted works however the Defendant does not want us to complete the contracted works.

11. Glass Scratch Repairs- please find attached emails 1) dated 26 August, 2020 from plaintiff to defendant 2) 25 August 2020 from CI Windows & Doors to defendant 3) 4 August 2020 from plaintiff to defendant 4) 31 July 2020 from plaintiff to defendant 5) 21 July 2020 from plaintiff to defendant 6) 16 July 2020 from CI Windows & Doors to plaintiff **(See Exhibit E)**. These emails provide an understanding of CI Windows & Doors position & the plaintiffs position with respect to the glass scratches. The bottom line is that the glass scratches can be very easily repaired and therefore the glass does not have to be replaced as the defendant contends. The defendant asked for a credit for replacement of all of the glass in the windows that have scratches.
12. The Plaintiff respectfully submits that the **Amount Due** ought rightfully to be paid to the Plaintiff by the Defendant, and the Defendant has no right to withhold such amount.
13. Further, the Plaintiff seeks interest pursuant to Section 34 of The Judicature Law on all sums found to be due to the Plaintiff from the Defendant at a rate of 7¼% per annum.
14. AND the Plaintiff Claims:
15. The sum of CI \$24,559.76.
16. Interest pursuant to section 34 of the Judicature Law or other Law as deemed appropriate.

17. Costs to be assessed. _____

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$ 24,559.76 CI (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff.

A handwritten signature in black ink, appearing to read "Robert R. Cummings", written over a horizontal line.

Signature of Plaintiff

This Writ of Summons was issued by Cayman Contemporary Construction Ltd, PO Box 10940, Grand Cayman, KY1-1007, Cayman Islands

No. 8

Acknowledgement of Service of Writ of Summons (0.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, Georgetown, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served with 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, but he must, with that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words “sued as (the name stated on the Writ of Summons)”
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description “Partner in the firm of (.....)” after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description “trading as (.....)” after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defenant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2020

BETWEEN:

CAYMAN CONTEMPORARY CONSTRUCTION LTD

Plaintiff

and

ISATOU & ROGER SMITH (MARRIED)

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 accompany 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 action.

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.

Defendant's Signature

Dated this ____ day of _____, 2020

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 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.

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