



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

DARREN J. ZUCKER

Plaintiff

AND:

MARCO PACHECO
MASTERWORK CONSTRUCTION/LANDSCAPING SERVICES

Defendant

To the Defendant

(1.) MARCO PACHECO
(2.) MASTERWORK CONSTRUCTION & LANDSCAPING SERVICES

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 Plaint 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 day of 20

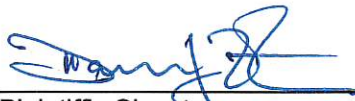
See overleaf for particulars of the Plaintiff's claim

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)

AND the Plaintiff claims:

- 1 The sum of 8275.43 ~~to court~~ ⁱⁿ
- 2 Interest in the sum of \$ Ø calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

30826 KY1-1204
60 Constance Drive, Borden town
928-0654

The defendant failed to fulfill contractual obligation to perform satisfactory installation of cement designed patio deck in front of our newly built home.

Plaintiff is seeking full reparation in the amount of KYD \$8275.45 + court filing costs.

1. The defendant was provided with design of decorative patio and description of what was expected regarding finish. On February 6th 2020, the plaintiff provided the defendant with photographs of the desired look and finish for the project. The plaintiff requested the defendant to provide examples of what the finished cement work would look like. He did so on February 11th 2020 by referring the plaintiff to a residence at Vista Del Mar and another at Jefferson Drive in Snug Harbour. The plaintiff visited both sites. The contract was signed on February 12th 2020.
 - Payments in full were made as follows:
 - On or before February 12th 2020-USD \$3354.00 cash was disbursed to the defendant. This amount equated 50% of the job as outlined in the contract.
 - The week of February 17th 2020, USD \$1675.00 was disbursed to the defendant. This amount equated 25% of the job.
 - On February 29th 2020, USD \$1000.00 was disbursed to the defendant as he was pleading for money to pay his crew. In good faith, trusting he would make the situation right, the plaintiff advanced the defendant USD \$1000.00.
 - The balance of USD \$675.00 was disbursed to the defendant on March 14th 2020 as the defendant again claimed that he was unable to pay his crew. The defendant promised to complete the job to our satisfaction as outlined in the contract.
2. The week of February 24th 2020, site preparation and framing took place. Upon completion of the framing, the defendant's framer informed the plaintiff that the pour was "too large to manage in one shot" and suggested that the cement should be delivered and poured on two separate occasions; one half at a time. When the plaintiff discussed the framer's concern with the defendant, the defendant chose to disregard this advice from his crew member. The defendant was again reminded of this by the plaintiff on the day of the pour and the defendant said nothing. The single pour commenced at 2:14 pm on February 28th 2020 with two of the defendants' crew present plus the cement truck delivering the entire load. The defendant was present to observe the pour and his two trying their best to keep up with the pour. In early evening at approximately 5:40pm, the defendant returned with three additional crew members to address the rapidly setting cement. They worked until late into the night.
3. The defendant's crew returned less than 12 hours later and began removing the wood framing. Damage to the surface of the cement pavers was immediately evident as the cement didn't have time to properly cure and the wood framing had not been coated with any substance that would keep the cement from pulling away with the wood. The unlubricated wood framed caused the uncured cement to crumble and break away as the wood was removed. Additionally, portions of the metal mesh had not been secured as is best practice and were protruding in various locations from the poured cement. This metal has since oxidized, causing staining and cracking of the pavement.

4. Upon the clearly evident defective, the plaintiff immediately expressed concerns to the defendant and was told that "it will be fixed". Attempts were made to patch and later grind the pavement beginning on March 10th 2020. On March 11th 2020 the defendant rented grinding equipment which shorted out the plaintiff's breaker and damaged the exterior outlet to which it had been plugged into. The plaintiff incurred a cost of \$125.00 for the services of a licensed electrician to rectify the damage. The grinder left swirl marks and gouges on the surface. The patching material was of a much darker colour and some ended up on the Marmoran surface of the front of the house. This could not be removed and can only be painted over. On March 17th, the defendant was scheduled to come back with a generator to continue the work. Shortly after, Cayman borders closed due to Covid. All work ceased.

5. WhatsApp communication went back and forth following the lockdown. On September 11th 2020, the defendant confirmed that his employee would continue the work the week after. When asked if the job was completed, the defendant indicated on September 21st 2020 that "there is bit more to get done". On September 27th 2020, the defendant sent his employee to continue the work but never satisfactorily completed addressing the damage from the original installation or the attempts at grinding and patching the pavers.

6. After multiple efforts to contact the defendant (between September 28th 2020 and April 29th 2021), the plaintiff had received no response from the defendant. The plaintiff consulted with three different companies in an effort to seek to mitigate the damage and complete the unsatisfactory and unfinished job. Each representative visited the site and all shared with the plaintiff the same following conclusions:
 - The work cannot be satisfactorily repaired and should be removed entirely and be redone properly & professionally.
 - The poor quality of the work performed resulted from the following factors:
 - Wood framing was not coated with a substance that would allow framing to be removed without damaging the cement.
 - Metal mesh grid which prevent cement from cracking was not supported or secured in the middle of the framing prior to the pour as is best practice. This resulted parts of the mesh protruding from the slab. Over time oxidation will create staining and cracking. This will continue over time. There is no way to mitigate further deterioration and additional cracking of the pavers.
 - Fresh cement should have been sprayed daily and covered with a plastic sheet in order to properly set and cure. Ample time, minimally three or four days to multiple weeks are required to allow for proper curing. This was not done.
 - Attempts at patching will never match colour and texture of original cement.
 - The gouging and swirl patterns left by the grinders were caused by the inappropriate pressure and incorrect grinding wheel used.

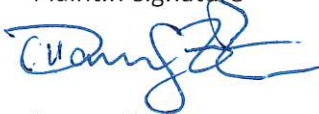
7. Two of the three companies consulted by the plaintiff refused to attempt to improve the appearance of the defendant's work. A third company agreed to do the best they could while stating that it will never look correct and additional damage will result over time. Further degradation may be slowed by sealing the surface but, will inevitably occur over time.

8. The plaintiff had no other recourse than to contract a reputable company incurring an out of pocket cost of an additional KYD \$2650.45.

And the plaintiff claims:

- (1) The sum of KYD \$8275.43ⁿ
- (2) Fixed cost of KYD \$175.00, alternatively costs to be assessed.

Plaintiff signature



Darren Zucker

Plaintiff address for service

P.O. Box 30826
Grand Cayman KY1-1204
Cayman Islands
Phone number 928-0654
Email: darrenzucker@hotmail.com

MASTERWORK

Construction & Landscaping Services
(345) 322.3462

Contract

3 February 2020

Mr Darren Zucker
Grand Cayman, Cayman Islands

Dear Darren

Thank you for the opportunity to provide you with our services on your patio building project.

The following outlines the General Conditions of our Contract for the services to be provided:

1 Job Description: the work to be performed under this Agreement consists of the following:

- Remove crush run and placement per customer's request
- Drill hole on ground for the plants
- Prepare and compact the area
- Secure the form
- Mix and pour concrete inside the form
- Screed the concrete
- Finish the concrete
- Disassemble the wood form and remove all stakes from the ground.

2 Materials:

- Plastic
- Metal mesh
- Frame wood
- Cement 3500 psi

3 Total Cost for Labor and Materials

In exchange for the work specified above homeowner agrees to pay contractor a total of *CI\$5,500.00* for labor and materials.

4 Payment

Homeowner agrees to pay contractor 50% upon initiation of the work; 25% half-way through completion and 25% upon completion.

5 Time of Performance

The proposed start date to be determined at the convenience of the homeowner (which can be during non-business hours).

*This quotation is valid for a period of 30 days from the date of quoting.
Any extra work other than that quoted above will be charged accordingly*

MASTERWORK

Construction & Landscaping Services
(345) 322.3462

If you are in agreement with the foregoing, kindly sign below and return signed copy to us. Once signed, changes will only be made if agreed to by both parties and each page is re-initialed and dated. Full payment is expected upon satisfactory completion of the project.

Masterwork

Client

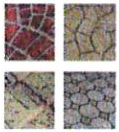
Marco Pacheco



Name: Mr. Darren Zucker

Dated: FEB. 12 - 2020

*This quotation is valid for a period of 30 days from the date of quoting.
Any extra work other than that quoted above will be charged accordingly*



ULTIMATE SURFACES CAYMAN LTD.

Turn Your Concrete Into a Work of Art!

P. O. Box 11601
Grand Cayman KY1-1009, Cayman Islands
Ph: (345) 946-0260 or (345) 916-1310
eFax: (305) 425-0904
Email: info@ultimatesurfacescayman.com

INVOICE

INVOICE #: 2224
DATE: April 22, 2021

BY E-MAIL

darrenzucker@hotmail.com

PAID
BOB Online Payment
Ref: 1001F11211122631
CI\$1,850.45
April 22, 2021

BILL TO:

Nancy & Darren Zucker
P.O. Box
Grand Cayman KY1-
Cayman Islands
Ph: (345) 928-2210

JOB LOCATION:

ZUCKER RESIDENCE
60 Constance Drive
Valley Gardens
Bodden Town
Grand Cayman, Cayman Islands

Attention: Nancy & Darren Zucker

ITEM	DESCRIPTION	AMOUNT
1	Ground, honed and sealed approximately 600 square feet of exterior concrete courtyard. Ground and honed to remove as far as possible grinder chatter, deep scratches and gouges and finished up to a 60 grit finish. Applied V-Seal 101 multi-surface penetrating sealer to honed surface to decrease water penetration and increase stain resistance.	\$ 2,650.45
TOTAL (CI)		\$ 2,650.45
Deposit (CI)		\$ (800.00)
Balance (CI)		\$ 1,850.45

PLEASE NOTE:

1) **Basic Maintenance Guidelines:** Do not allow oils, acid based and other contaminants to remain on the finished concrete surface as these contaminants can permanently stain the concrete.

Thank you for choosing us!

Please make EFT to Ultimate Surfaces Cayman Ltd, Butterfield Bank, Acct 1361478550010
Payment due on receipt of Invoice.

RECEIPT OF PAYMENT

I, MARCO PACHECO OF MASTER WORK CONSTRUCTION AND LANDSCAPING SERVICES CONFIRM THAT I HAVE RECEIVED CASH PAYMENT FROM DARREN ZUCKER OF 60 CONSTANCE DRIVE IN LOWER VALLEY FOR CONTRACTED WORK AS FOLLOWS:

50% 3354 USD for First payment
25% 1675 USD for Second payment
25% upon satisfactory completion
as per contract was paid
on 14 March 2020

However, 1000 USD was disbursed in advance for the third payment. This gesture was done in good faith - on the 29 February 2020

BALANCE OF 675 USD IS DUE UPON SATISFACTORY COMPLETION OF COMPLETED WORK, AS PER CONTRACT.

SIGNED Marco V Pacheco

DATE.

3-14-20

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: DARREN J. ZUCKER

Plaintiff

AND: MARCO PACHECO
MASTERWORK CONSTRUCTION
LANDSCAPING SERVICES

Defendant

ACKNOWLEDGMENT OF SERVICE

1 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)

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.