



SUMMARY COURT AT GEORGE TOWN

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

BETWEEN: Eoin Fitzpatrick

Plaintiff

AND: Clean Cayman Ltd.

Defendant

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**PLAINT**

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To the Defendant

Clean Cayman Ltd.  
P.O. Box 751  
88 Mini-Warehouse, Unit 2  
Dorcy Drive  
Cayman Islands

**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 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 Acknowledgment of Service form.

**If you fail** to satisfy the claim or fail to return the Acknowledgment 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 **28** day of **November** 2023

**See overleaf for particulars of the Plaintiff's claim**

### PARTICULARS OF CLAIM

1. On October 2, 2023 the Plaintiff contacted the Defendant via telephone enquiring about dining chair and couch cleaning services. The Plaintiff stated very clearly that his couch was performance fabric, and the dining chairs were upholstered. The receptionist of the Defendant requested the Plaintiff's home address, contact details and photos of both the couch and the dining chairs. The Plaintiff provided both the information and the photos to the Defendant via WhatsApp.
2. The Plaintiff received an estimate of C\$220.00 from the Defendant for the cleaning services via email on October 2, 2023. The Plaintiff also received a WhatsApp from the Defendant stating an estimate had been sent to him via email. The Plaintiff replied via WhatsApp stating that he would review the estimate and reiterated that the couch was performance fabric, and the dining chairs were upholstered. A date for the cleaning services was scheduled for October 5, 2023 from 2.30pm – 5.30pm.
3. The Plaintiff paid 50% of the invoiced amount as requested by the Defendant on October 4, 2023 and sent a screenshot to the Defendant on WhatsApp as proof of payment. The Defendant arrived at the Plaintiff's house at 2.55pm on October 5, 2023. Just before the cleaning staff of the Defendant began cleaning the couch and the dining chairs the Plaintiff showed them the couch. The couch was in pristine condition apart from two very small and insignificant black dirt marks that the Plaintiff wished to be removed in addition to a general cleaning of the couch. The Plaintiff also stated very clearly to the cleaning staff of the Defendant that the couch was performance fabric.
4. The cleaning staff of the Defendant finished cleaning the couch and the dining chairs and left the Plaintiff's home at 5.44pm. By 9pm that evening the Plaintiff noticed orange, brown and yellow staining all over the couch and its cushions. The Plaintiff called the Defendant immediately but there was no answer.
5. The Plaintiff called the Defendant at 8.23am the following morning (October 6, 2023) and informed the receptionist working for the Defendant that the couch was covered in stains and asked to speak to a supervisor. The receptionist of the Defendant informed the Plaintiff that she would contact both the cleaning staff who were at the Plaintiff's house the previous day and their supervisor. Shortly after this call the receptionist of the Defendant called the Plaintiff to say that the cleaning staff and the supervisor would be going to the Plaintiff's house to inspect the couch later that morning.
6. The cleaning staff and the supervisor of the Defendant arrived at 9.31am at the Plaintiff's house and the Plaintiff showed them the stains which covered the couch and all the cushions. Both the cleaning staff and the supervisor of the Defendant were in full agreement that the couch was extensively stained. The cleaning staff and the supervisor asked the Plaintiff if they could try and rectify the staining which they had caused. The Plaintiff agreed on the basis that if the cleaning staff of Defendant could not remove the staining and return the couch to the Plaintiff in the same condition they received it then the Defendant would have to refund the Plaintiff the cost of the couch or purchase the same couch for Plaintiff as a replacement.

7. The cleaning staff of the Defendant spent over 6 hours trying to remove the stains on the couch and its cushions and left the Plaintiff's house at 4.45pm. The cleaning staff of the Defendant informed the Plaintiff they would return at 10am the following morning (October 7, 2023) to inspect the couch to determine if their attempts had been successful.
8. The cleaning staff and supervisor of the Defendant arrived at the Plaintiff's house at 10.30am on Saturday October 7, 2023. After inspecting the couch with the Plaintiff, they agreed and acknowledged that the staining on the couch was still clearly visible and there was substantial staining all over the couch and the cushions. The Plaintiff thanked them for their efforts in trying to remove the stains but said that on Monday morning he would be informing the management of the Defendant about the damage they had caused to the couch and would be discussing with management of the Defendant how they would provide recourse to the Plaintiff.
9. The cleaning staff of the Defendant pleaded with the Plaintiff to be given one more opportunity to try and remove the stains from the couch as they assured the Plaintiff, they would use a different cleaning solution that would definitely work. Out of respect and decency the Plaintiff gave the cleaning staff of the Defendant another opportunity but reminded them if they could not return the couch back to the Plaintiff in the same condition they received it in then the Plaintiff would be pursuing the Defendant to refund him for the couch or to replace the couch.
10. The cleaning staff of the Defendant spent the next 8 hours trying to remove the staining on the couch and its cushions and left the Plaintiff's house at 6:40pm. In total the cleaning staff of the Defendant spent over 15 hours in the Plaintiff's home over Friday (October 6, 2023) and Saturday (October 7, 2023) which greatly inconvenienced the Plaintiff.
11. The following morning (October 8, 2023) the couch and the cushions were still very clearly and unquestionably stained. The Plaintiff took 21 photos of the couch and sent them to the supervisor of the Defendant on WhatsApp. The Plaintiff informed the supervisor of the Defendant that while the Plaintiff appreciated the efforts of the Defendant's cleaning staff, the couch was still completely covered in extensive stains and the two attempts to remove the stains had not worked.
12. The Plaintiff said that he expected this issue would be escalated to the Defendants management team on Monday morning and the Plaintiff said he would be expecting a call to discuss how the Defendant would replace or refund the Plaintiff for the couch. The supervisor of the Defendant replied and asked if the Plaintiff would be available on the morning of Monday October 9, 2023 to allow both he and the CEO of the Defendant to inspect the couch. The Plaintiff and the supervisor of the Defendant agreed to a time of 11.30am on October 9, 2023 for the inspection to take place.
13. On Monday October 9, 2023 both the CEO of the Defendant and the supervisor of the Defendant arrived at the Plaintiff's house at 11.32am. The Plaintiff showed both the CEO of the Defendant and the supervisor of the Defendant the staining on the couch, and both were in full agreement that the couch was extensively stained. The CEO of the Defendant commented on how frustrated he would feel if he were in the Plaintiff's position given the staining on the couch. The CEO of the Defendant stated that the

stains had been caused by water damage from the cleaning technique the cleaning staff had been using to clean the couch. The CEO of the Defendant then stated that the couch should have been dry vacuum cleaned not wet vacuum cleaned which was the reason for the staining.

14. The CEO of the Defendant assured the Plaintiff repeatedly that he could remove all the stains from the couch and its cushions using a different cleaning technique than the technique which had been used previously by the cleaning staff of the Defendant. The CEO of the Defendant asked the Plaintiff if he could have one last opportunity to try and remove the stains from the couch. The Plaintiff said that he had already provided the cleaning staff of the Defendant with two opportunities to remove the staining they had caused. The Plaintiff also said to the CEO of the Defendant that the Defendant's cleaning staff had already spent over 15 hours in the Plaintiff's house across the 6th and 7th of October using a range of different cleaning products and techniques and yet they were unable to remove the stains. The Plaintiff reminded the CEO of the Defendant that not only had he been greatly inconvenienced by the Defendant who had spent considerable amount of time in his home but that the Plaintiff's electricity bill would be substantial given the amount of energy that was used to power the cleaning apparatus during this time. The Plaintiff made a proposal that he would give the CEO of the Defendant and his cleaning staff one last opportunity to try and remove the stains from the couch and its cushions but if the Defendant could not remove all the staining from the couch and the cushions and return it to the Plaintiff in the same condition it was in prior to the Defendant cleaning the couch on October 4, 2023 then the Defendant would refund the Plaintiff the cost of the couch or replace the couch. In the presence of the supervisor of the Defendant, The CEO of the Defendant verbally agreed to this proposal and both the Plaintiff, and the CEO of the Defendant shook hands on this agreement.
15. On Monday October 9, 2023, via WhatsApp, The Plaintiff and the CEO of the Defendant scheduled for the CEO of the Defendant to go to the Plaintiff's house on Wednesday October 11, 2023 at 9am to try and remove the stains. The CEO of the Defendant arrived at 9am with the supervisor of the Defendant and they spent over 2 hours trying to remove the stains using a dry vacuum cleaning method. After they had finished, the Plaintiff briefly looked over the couch with the CEO of the Defendant and the Plaintiff said that it didn't look like the stains had been removed. The CEO of the Defendant responded by saying that the Plaintiff had to wait until the couch and cushions were dry to fully determine if the stains were removed. The Plaintiff reminded the CEO of the Defendant of their agreement and said that he would be in contact when the couch had completely dried out.
16. That evening, after the couch and the cushions had dried out the Plaintiff took photos of the couch and the cushions, and they were still covered in stains. The following morning at 7:55am (October 12, 2023) the Plaintiff sent the CEO of the Defendant twenty-four photos of the stains which covered the couch and offered the CEO of the Defendant the opportunity to come out and inspect the stains for himself. The Plaintiff also reiterated that as the CEO of the Defendant was unable to remove the stains the Defendant had to refund the Plaintiff for the couch or replace the couch as per the agreement between the Plaintiff and the CEO of the Defendant. The Plaintiff asked the CEO of the Defendant if he should send the CEO of the Defendant the original invoice for the couch and his bank details so the CEO of the Defendant could refund the Plaintiff.

17. Despite reading this WhatsApp message the CEO of the Defendant chose to ignore it and he did not return several calls that the Plaintiff made to the CEO of the Defendant's phone and to the receptionist of the Defendant. At 8.47am on October 13, 2023 the CEO of the Defendant messaged the Plaintiff stating that he had looked at the photos and did not see sufficient staining to warrant a new sofa. The Plaintiff replied stating that the photos clearly and unequivocally showed that there was significant staining all over the couch and asked the CEO of the Defendant that if he was so sure that there wasn't sufficient staining on the couch to warrant a refund or a replacement then why had he not accepted the opportunity to inspect the couch in person. The Plaintiff also stated that he would be expecting a call later that morning to discuss the situation. The CEO of the Defendant then informed the Plaintiff that he had been in contact with the Defendant's insurance company and had sent them the photos of the couch.
18. The Plaintiff called the CEO of the Defendant at 1.22pm on October 13, 2023 and the CEO of the Defendant finally answered the phone. During that conversation the CEO of the Defendant asked the Plaintiff to send him the original invoice for the couch which stated the amount of CI\$2,884.00 which the Plaintiff paid for it. The Plaintiff sent the CEO of the Defendant the invoice via WhatsApp (as no email address was provided to the Plaintiff despite a request for one) and the CEO of the Defendant responded three hours later saying he had sent the invoice to his attorney and his insurance company.
19. Eight days passed without any communication from the CEO of the Defendant to the Plaintiff. The Plaintiff sent the CEO of the Defendant a WhatsApp message on October 21, 2023 asking what the latest situation was with respect to the couch. The following day the CEO of the Defendant replied saying that he had not heard back from his insurance company. The Plaintiff asked if the CEO of the Defendant could follow up with the insurance company but the CEO of the Defendant did not respond.
20. On October 30, 2023 the Plaintiff hand delivered a letter to the Defendants offices at Unit 201, Canon Place, North Sound Road, George Town, Grand Cayman. The letter outlined all the events relating to the staining of the couch by the Defendant and the subsequent events thereafter. The Plaintiff also sent this letter in soft copy to [info@cleancayman.com](mailto:info@cleancayman.com) along with the photos of the couch which had been previously sent to the supervisor of the Defendant and the CEO of the Defendant. The email also contained screenshots of all the WhatsApp correspondence between the Plaintiff and the Defendant, the supervisor of the Defendant and the CEO of the Defendant. The letter stated that if the Defendant did not refund the Plaintiff by 12pm on Friday November 3, 2023 then the Plaintiff would be pursuing the Defendant for damages in addition to costs, fees and interest in the Summary court.
21. The Plaintiff did not receive any response to this letter. The Plaintiff called the CEO of the Defendant on November 1, 2023, to determine if he had received the letter. The CEO of the Defendant confirmed he had received the letter but stated that the Defendant would not refund the Plaintiff for the cost of the couch despite the permanent staining caused by the Defendant. The CEO of the Defendant did not offer any apology for the staining and stated that the Defendant's insurance company said they would not pay the Defendant if the Defendant made a claim in respect of the couch.

22. The Plaintiff stated that he was dismayed at the CEO of the Defendant's refusal to honor the agreement that he had made and disappointed at the CEO of the Defendant's lack of contrition. The Plaintiff also expressed his frustration at the lack of respect shown by the CEO of the Defendant towards the Plaintiff with his lack of communication considering the respect and courtesy shown by the Plaintiff to the Defendant in providing he and his staff with three opportunities to remove the staining on the couch which the Defendant had caused.
23. The Plaintiff finished the call by stating that he would be pursuing the Defendant in the Summary Court, and that the Defendant should expect to be served with a Plaintiff in the coming weeks.
24. On November 21, 2023 the Plaintiff sent 65 photos to the Defendant's email address [info@cleancayman.com](mailto:info@cleancayman.com) via WeTransfer which he had taken on November 18, 2023 using a professional grade camera. The Plaintiff also sent a message to the CEO of the Defendant on WhatsApp stating that he had sent a link from WeTransfer to [info@cleancayman.com](mailto:info@cleancayman.com) which contained the 65 photos taken with a professional camera and that the photos showed that the staining caused by the Defendant was extensive and clearly visible. The Plaintiff also stated that he would be using these photos as evidence along with the photos and WhatsApp correspondence he had sent to the Defendant previously.
25. Despite making the same claim previously the CEO of the Defendant replied stating that the water marks could be removed and suggested that he was aware of another company that could remove the stains and asked the Plaintiff how he would like to proceed.
26. The Plaintiff responded on November 26, 2023 via WhatsApp stating he was refusing this proposal for the following reasons
  1. The cleaning staff of the Defendant and the CEO of the Defendant already assured the Plaintiff on three occasions that those stains could be removed and yet on each occasion they could not remove them. Despite being provided with three opportunities and spending over 15 hours in the Plaintiff's house, using various cleaning solutions and using both wet vacuum and dry vacuum cleaning techniques the Defendant could not remove the staining it had caused. The Plaintiff stated that he had trusted the assurances of The CEO of the Defendant and the cleaning staff of the Defendant previously and these assurances were proven to be unfounded. As such, the Plaintiff said he did not believe this claim made by the CEO of the Defendant that this other company would be able to remove the stains.
  2. The CEO of the Defendant previously made a verbal agreement with the Plaintiff that he would replace the couch if he could not remove the stains which the cleaning staff of the Defendant had caused but the CEO of the Defendant did not honor this agreement. The Plaintiff posed the question that if this other company was unable to remove the stains would the CEO of the Defendant still honor their agreement and replace the couch or refund the Plaintiff for the couch. The Plaintiff stated that he felt it would seem very unlikely given the CEO of the Defendant's refusal to do so thus far.

3. The Plaintiff stated that the original engagement was between the Plaintiff and the Defendant, and the onus was on the Defendant to remedy the situation. The Plaintiff stated that he viewed the CEO of the Defendant's proposal for another company to try and remove the stains on the Plaintiff's couch as an attempt to pass the liability to this other company. The Plaintiff also asked the CEO of the Defendant if the other company were to stain the Plaintiff's couch even more than the Defendant already had who would then be responsible to replace the couch or refund the Plaintiff.
  
4. There was no contract or invoice between the Plaintiff and this other company being proposed by the CEO of the Defendant. The Plaintiff stated that the proposal being made by the CEO of the Defendant was not an official engagement and as such there would be no recourse for the Plaintiff if further staining was caused by this other company.

AND the Plaintiff claims:

- 1 The sum of CI\$3,104.00
  
- 2 Interest in the sum of CI\$8.60, calculated at the prescribed rate from 5<sup>th</sup> October 2023 to date.
  
- 3 Fixed costs of CI\$205.00, alternatively costs to be assessed.

  
\_\_\_\_\_  
Plaintiff's Signature

Plaintiff's address

for service

P.O. Box #CEC-85  
Grand Cayman KY1- 9012  
Cayman Islands

Phone number: +1.345.326.7585  
Email: eofitzpa@tcd.ie

IN THE SUMMARY COURT AT GEORGE TOWN

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

BETWEEN: Eoin Fitzpatrick

Plaintiff

AND: Clean Cayman Ltd.

Defendant

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ACKNOWLEDGEMENT OF SERVICE

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1 State Defendant's name and address -

Clean Cayman Ltd.  
P.O. Box 751  
88 Mini-Warehouse, Unit 2  
Dorcy Drive  
Cayman Islands

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                      2023

See Overleaf

**PARTICULARS OF DEFENCE**

(1)

(2)

(3)

**COUNTERCLAIM**

AND the Defendant claims:

(1)

(2)

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Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1- 1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.