



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ____ of 20__

BETWEEN:

Monique Lategan

Plaintiff

AND:

Austin Amilcar Sanchez

Defendant

To the Defendant

Austin AMilcar Sanchez
36 Hastings crescent
West Bay
Grand Cayman, Cayman Islands

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 Complaint 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 25 day of November 2024

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)

Refer to Appendix 1

AND the Plaintiff claims:

- 1 The sum of C1\$1920.
- 2 Interest in the sum of \$ C1\$123.12 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175.00, alternatively costs to be assessed.

M. Lategan
Plaintiff's Signature

Plaintiff's address for service

Arvia unit 77, Bimini Drive
George Town
Grand Cayman, Cayman Islands
lategan.monique@gmail.com
916 - 4442

1. In March 2022, I entered into a contractual agreement with Mr. Sanchez ("the Defendant for the provision and installation of cabinetry services at my property. Pursuant to the agreement, the Defendant issued an invoice from K&S Millworks for the works on 29 March 2022, which I accepted. That day I remitted a deposit payment of C\$1,920.00 to the Defendant, via K&S Millworks, representing 60% of the total contract value.
2. Due to necessary repairs to be performed by the Strata in our house in the area where the cabinetry had to be built, the installation timeline was delayed to May 2022. On May 5 2022, I informed The Defendant that the repairs would be completed the following day and that he could install the cabinets thereafter. The Defendant responded the same day stating that he would prepare the cabinets after which he will do the installation.
3. I didn't hear from the Defendant again until May 26 2022 when he said he will do the installation in the next week but at the same time saying that the cabinets needed to cure. I responded to him that day indicating that I was home on maternity leave and that he can do the installation at any time.
4. On May 30 2022, I informed the Defendant that we were in the process of selling the house and we still wanted the cabinets installed in June 2022, for the new owners as per our sales agreement with them.
5. On June 11 2022, I asked the Defendant once again to install the cabinets that week and informed him that we would pay the outstanding balance that week. The Defendant responded that he would let me know when he could do the installation.
6. On June 13 2022, I contacted the Defendant again about the installation. He informed me that he could do the installation on the 24th of June 2022, to which I agreed.
7. On Jun 23 2022, the day before the scheduled installation, the Defendant asked to reschedule the installation for another week due to what he described as personal issues, to which I agreed again.
8. On July 1 2022 (the date of the rescheduled installation) I asked the Defendant what time to expect him but he didn't respond. On July 2 2022 I asked again and he responded that he was still dealing with personal issues and he couldn't tell me when the installation will proceed.
9. On July 7 2022 I contacted the Defendant again and he told me that he would be able to do the installation the following week on 12 July 2022. The day before the installation I contacted him again to determine what time to expect him, to which I didn't receive a response and the installation did not take place.
10. We subsequently agreed that the installation would take place on July 17 2022, but on the day the Defendant contacted me again and postponed the installation once more. I informed him that we were moving out of our house that day as the house was sold in the months since I contracted him. The Defendant responded that the weather wasn't ideal for installation as he needed to be able to cut pieces of wood outside. He asked that I give his details to the new owners, to which I responded that I had provided it to the estate agent who would give it to the new owners.
11. On 5 April 2023, I contacted the Defendant again asking if he had completed the installation and if the balance is still due. He responded on the same day that we could schedule the installation for the following week. As the installation had not been completed despite various requests and promises I asked the Defendant to return the deposit to me instead of completing the installation as I didn't have contact with the new owners. The Defendant agreed to return my deposit.
12. On April 14 2023 I had not received my deposit back so I followed up. The Defendant responded that he would be doing the transfer of funds soon and would send me the confirmation once done.

Appendix 1 continued

13. On April 18 2023 the Defendant contacted me and said that he was waiting for a cheque payment to get cleared to his bank account and then he will return the funds to me and send me the confirmation.
14. On April 24 2023 I had still not received the funds so I followed up again. The Defendant responded that he would send me the confirmation the following day.
15. The Defendant did not transfer the funds so, on April 27 2023, I followed up again. The Defendant again responded that he would send me the confirmation of the transfer the following day. The Defendant did not send a confirmation and did not transfer the funds.
16. On October 24 2024, I contacted the Defendant again. I asked him once more to return the deposit. I informed him that I would give him two weeks to return the funds after which I would proceed with further action against him. He responded that he would have the funds returned to me by November 8 2024 at 3 pm.
17. On the morning of Nov 8 2024, I contacted the Defendant to remind him to send the payment advice to me. He responded that he was once again waiting for a cheque to clear from the previous day and that he would send the payment once it's in his account. At 5pm I followed up and informed the Defendant that since I hadn't received the payment I would be proceeding with further action. He responded to me that he would send the payment by the following morning at 10 am - he did not do so.
18. To date, I have not received the payment and I believe that the Defendant has no intention of returning my money to me.
19. All communications referenced above were conducted via WhatsApp Messenger and can be evidenced accordingly.
20. Further investigation has revealed similar complaints from other customers on social media platforms, specifically Facebook, indicating a pattern of similar conduct by the Defendant in which he has taken deposits, not done any work and kept the money.

AND the Plaintiff claims:

1. The sum of CI\$1,920.00
2. Interest in the sum of CI\$123.12 calculated at the prescribed rate from the 29th of March 2022 to date
3. Interest to continue at the per diem rate of CI\$0.13 until this matter is settled.
4. Fixed costs of CI\$175.00, alternatively costs to be assessed.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Monique Lategan

Plaintiff**AND:**

Austin Amilcar Sanchez

DefendantACKNOWLEDGMENT 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.