

**IN THE GRAND COURT OF THE CAYMAN ISLANDS****CAUSE NO: G OF 2026****BETWEEN****ZUHAIR FAROUKI****PLAINTIFF****AND****(1) PLYMOUTH DEVELOPMENTS LTD.
(2) SUREBUILT CONSTRUCTION LTD.****DEFENDANTS**

WRIT OF SUMMONS

TO: (1) Plymouth Development Ltd, CO Services Cayman Limited, Pavilion East, Cricket Square, PO Box 10008, Grand Cayman

(2) SureBuilt Construction Ltd., Centennial Towers, Suite 306, 2454 W Bay Rd, West Bay, KY1-1303, Grand Cayman

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 495G, George Town, Grand Cayman the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

THIS WRIT was issued by KSG, Attorneys for the Plaintiff of 4th Floor, One Capital Place, Shedden Road, George Town, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands, Attorneys-at-Law for the Plaintiff, whose address for service is that of its said attorneys.

the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 19th day of June 2026

NOTE - This Writ may not be served later than four calendar months (or, if leave is required to effect service out of the jurisdiction, six months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

THIS WRIT was issued by KSG, Attorneys for the Plaintiff of 4th Floor, One Capital Place, Shedden Road, George Town, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands, Attorneys-at-Law for the Plaintiff, whose address for service is that of its said attorneys.

STATEMENT OF CLAIM**A. INTRODUCTION**

1. This is a claim by the Plaintiff, the current owner and occupier of Unit 11, Plymouth Development, Grand Cayman (the **Property**), for damages arising from serious latent defects in the construction of the Property. The defects, which were concealed within the building envelope at the time of construction and not discoverable through any ordinary inspection, caused extensive mold contamination and necessitated comprehensive remedial works at significant cost to the Plaintiff.
2. The Plaintiff brings claims in:
 - 2.1. Negligence, against both Defendants jointly and severally, for breach of the common law duty of care owed to the Plaintiff as a purchaser of a residential dwelling; and
 - 2.2. Breach of contract, against the First Defendant, in respect of express warranties given in the original sale agreement that survive completion and bind subsequent purchasers.

B. THE PARTIES

3. The Plaintiff is an individual residing at the Property. He purchased the Property on 13 December 2024 and has resided there since taking possession.
4. The First Defendant (**Plymouth**) is a company incorporated under the laws of the Cayman Islands with its registered office at CO Services Cayman Limited, Pavilion East, Cricket Square, PO Box 10008, Grand Cayman. Plymouth was at all material times the developer of a residential strata development known as Plymouth Development located at Clipper Bay Drive, George Town (the **Development**).
5. The Second Defendant (**SureBuilt**) is a company incorporated under the laws of the Cayman Islands with its registered office at Centennial Towers, Suite 306, 2454 W Bay Rd, West Bay, KY1-1303, Grand Cayman. SureBuilt was at all material times the contractor engaged by Plymouth to undertake the construction of the Development.

C. THE DEVELOPMENT AND THE PROPERTY

6. The Development is a residential strata development comprising multiple units. The Development was constructed for the purpose of selling individual units to purchasers as residential dwellings.
7. The Property is a residential unit forming part of the Development. The Property includes habitable spaces including a master bedroom, a guest bedroom, a guest bathroom, a living room and a kitchen.
8. Construction of the Development reached practical completion on or about 2022, with a Certificate of Occupancy being issued around the same time.

D. CHRONOLOGY OF OWNERSHIP

9. Following completion of the Development, Plymouth sold the Property to Bernice Greyling and Ryno Greyling (together, the **Greylings**) pursuant to a sale agreement (the **Original Sale Agreement**).
10. On 13 December 2024, the Plaintiff purchased the Property from the Greylings (the **Plaintiff's Purchase**). The Plaintiff has been the registered proprietor of the Property since that date.

E. THE DEFECTS

11. The Property suffers from serious latent defects in the original construction of the heating, ventilation and air conditioning (**HVAC**) system. These defects existed at the time of original construction by SureBuilt and were not caused by any act, omission or modification by any subsequent owner or occupier of the Property.
12. Particulars of the defects (the **Defects**) are as follows:
 - 12.1. **Disconnected supply ducts (guest bedroom and guest bathroom):** The supply ducts serving the guest bedroom and guest bathroom were installed such that they terminated within the ceiling cavity above the sheetrock. No corresponding openings were ever cut in the sheetrock below the ducts. As a result, the ducts were entirely concealed behind finished sheetrock with no connection to the supply grilles visible in the rooms below. These rooms received no conditioned air from the HVAC system.
 - 12.2. **Misaligned return duct (living room):** The return air duct serving the living room was installed misaligned with the return grille. Air from the ceiling cavity was drawn into the return system, and conditioned air leaked from the system into the ceiling cavity.
 - 12.3. **Absence of vapor sealing on ductwork:** Duct joints throughout the Property were not vapor sealed. In the humid tropical climate of Grand Cayman, this allowed warm, moisture-laden ambient air to contact cold duct surfaces, causing condensation to form on and around the ductwork.
 - 12.4. **Consequent mold contamination:** The defects identified at 12.1 to 12.3 above caused extensive mold growth within the ductwork, ceiling cavities, sheetrock, partition walls and areas surrounding supply grilles. Laboratory testing confirmed the presence of mold including *Penicillium/Aspergillus* group species, which are moisture-associated molds consistent with the condensation conditions caused by the Defects.
13. The Defects were not discoverable by the Plaintiff (or any reasonable purchaser) prior to the Plaintiff's Purchase. They were concealed within the building envelope behind finished sheetrock and within ceiling cavities, and could only be revealed through destructive investigation. No reasonable pre-purchase inspection would have identified them.

14. The Defects represent departures from the building plans and specifications for the Property and / or from recommended and good practice for HVAC installation in a tropical climate.

F. DISCOVERY AND INVESTIGATION

15. Following the Plaintiff's Purchase, the Plaintiff engaged Grimex Ltd (**Grimex**), a specialist mold abatement contractor, to investigate air quality concerns within the Property. Grimex's investigation, conducted between February 2025 and October 2025, revealed the Defects. The Defect at paragraph 12.1 was only discovered when the sheetrock ceilings were removed during remediation works.
16. The findings of Grimex's investigation are documented in Grimex's Mold Abatement Report dated 26 March 2026 (the **Grimex Report**).

G. REMEDIATION WORKS

17. The Defects caused mold growth, posed health risks to the occupants, and rendered parts of the Property uninhabitable.
18. In the circumstances, the Plaintiff had no reasonable alternative but to undertake comprehensive remedial works. The Plaintiff was forced to vacate the Property for the duration of the works.
19. The remedial works were carried out by Grimex between 11 November 2025 and 9 December 2025. They included mold abatement, removal of contaminated materials, sanitisation of the HVAC system, correction of the Defects, and reinstatement of affected ceilings and partition walls. Full particulars of the scope of works are set out in the Grimex Report.

H. FIRST CAUSE OF ACTION: NEGLIGENCE

Duty of Care

20. Each of the Defendants owed the Plaintiff a duty of care to exercise reasonable skill and care in the design, construction and/or supervision of the construction of the Property, so as to avoid causing reasonably foreseeable loss to a subsequent purchaser arising from latent defects in the construction.
21. Each Defendant knew or ought to have known that the Property would be sold to and occupied by individual purchasers as a residential dwelling, that the Property would likely be the subject of subsequent transfers, and that latent construction defects would not be discoverable by subsequent purchasers on ordinary inspection. The Plaintiff is within the class of persons to whom the duty of care was owed.

Breach of Duty

22. Each of the Defendants breached the duty of care owed to the Plaintiff.

23. Particulars of breach by SureBuilt:

- 23.1. Installing the supply ducts serving the guest bedroom and guest bathroom in the manner described at paragraph 12.1 above, with no corresponding openings cut in the sheetrock to connect the ducts to the supply grilles;
- 23.2. Installing the living room return duct misaligned with the return grille, as described at paragraph 12.2 above;
- 23.3. Failing to vapor-seal duct joints throughout the Property, as described at paragraph 12.3 above;
- 23.4. Failing to install the HVAC system in accordance with the building plans and specifications, and/or in accordance with recommended and good practice for HVAC installation in tropical and subtropical climates;
- 23.5. Closing up the ceilings and finishing the construction without verifying that all ducts were connected to corresponding grilles and would deliver conditioned air to the spaces they were designed to serve; and
- 23.6. Failing to conduct adequate quality control of its own work.

24. Particulars of breach by Plymouth:

- 24.1. Failing to ensure that SureBuilt's construction works were carried out in accordance with the building plans and specifications and/or to a proper standard;
- 24.2. Failing to inspect, supervise or audit SureBuilt's construction works adequately or at all;
- 24.3. Failing to identify the Defects (or any of them) prior to issuance of the Certificate of Occupancy;
- 24.4. Permitting the Property to be sold to purchasers in a defective condition; and
- 24.5. Failing to disclose any of the Defects (or any conditions giving rise to them) to purchasers, or to take reasonable steps to discover whether such defects existed.

Causation

- 25. The Defects directly caused the mold contamination and consequent damage to the Property described above.
- 26. The Plaintiff had no reasonable alternative but to undertake the remediation works described at paragraph 19 above.

Loss and Damage

27. By reason of the Defendants' breaches of duty, the Plaintiff has suffered loss and damage. Particulars of the Plaintiff's loss are set out at Section K below.

I. SECOND CAUSE OF ACTION: BREACH OF CONTRACT

28. The Original Sale Agreement between Plymouth and the Greylings contained, *inter alia*, the following express warranties and provisions:

28.1. **Clause 6(a)**: that Plymouth would, by the Completion Date, procure complete construction of the Strata Lot and Development in a proper and workmanlike manner, in compliance with all Government consents, regulations and statutory requirements;

28.2. **Clause 6(b)**: that the Strata Lot would be free and clear from all defects in workmanship and materials (other than those caused by misuse or mistreatment by the purchaser) for a period of twelve (12) months from the date of issuance of the Certificate of Occupancy; and

28.3. **Clause 14**: that the provisions of the Original Sale Agreement would not merge on completion of the transfer of the Strata Lot, so far as they remained to be performed.

29. By reason of Clause 14, the warranties given in Clause 6(a) and Clause 6(b) survive completion of the sale and continue to bind Plymouth in favour of subsequent purchasers, including the Plaintiff. The Plaintiff alternatively pleads that the benefit of those warranties has been assigned to him through the chain of ownership pursuant to Clause 13 of the Original Sale Agreement and the corresponding provisions of the Plaintiff's Purchase agreement with the Greylings.

30. Plymouth was in breach of those warranties. The Defects existed at completion of the construction; the Property was not constructed in a "proper and workmanlike manner" as required by Clause 6(a); and the Defects were defects in workmanship and materials within the scope of Clause 6(b).

31. By reason of Plymouth's breaches of those warranties, the Plaintiff has suffered loss and damage as set out below.

J. LOSS AND DAMAGE

32. By reason of the Defendants' breaches as set out above, the Plaintiff has suffered loss and damage. Particulars are as follows:

32.1. Remediation costs: **KYD 39,502** paid to Grimex for the remediation works described at paragraph 19 above.

32.2. Temporary accommodation costs: **USD 5,142** (equivalent to KYD 4,285) incurred in temporary accommodation while the Property was uninhabitable during the remediation works.

32.3. The Plaintiff reserves the right to amend the particulars of loss to reflect any additional or continuing loss and damage.

K. INTEREST AND LEGAL COSTS

33. The Plaintiff claims interest on damages pursuant to s.34 of the Judicature Act (2021 Revision), at such rate and for such period as the Court considers just.

34. The Plaintiff also claims his legal costs.

AND THE PLAINTIFF CLAIMS:

35. As against the First Defendant and the Second Defendant, jointly and severally, damages in negligence in the sum of **KYD 43,787**;

36. As against the First Defendant, in the alternative, damages for breach of contract in the sum of **KYD 43,787**;

37. Interest on damages, pursuant to statute or at the Court's discretion, from the dates of expenditure until the date of judgment;

38. Costs; and

39. Such further or other relief as the Court considers just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **KYD 43,787** (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



KSG

**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 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if 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 within 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 Acknowledgment, but he must, within 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

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 authorised 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 Defendant 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.

Please complete overleaf

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If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying 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 proceedings (tick appropriate box)

☐ 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

(Signed).....

Attorney for

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 a 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.

KSG Attorneys-at-Law
4th Floor One Capital Place
136 Shedden Road
PO Box 2255
George Town
KY1-1107
Grand Cayman

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