

IN THE COUNTY COURT
OF THE SECOND JUDICIAL DISTRICT
OF JONES COUNTY, MISSISSIPPI

ANN MATTHEWS

PLAINTIFF

VERSUS

NO. 2021-502

CUBLEY SERVICES, LLC and
ROBERT GLENN CUBLEY, JR.

DEFENDANTS

COMPLAINT

COMES NOW, ANN MATTHEWS, and files this Complaint against CUBLEY SERVICES, LLC and ROBERT GLENN CUBLEY, JR., Individually, and in support of said Complaint would show unto the Court the following:

1.

Plaintiff is an adult resident citizen of the Second Judicial District of Jones County, Mississippi.

2.

Defendant Cubley Services, LLC, is a domestic corporation, licensed to do and doing business within the State of Mississippi. Its primary office address is within the Second Judicial District of Jones County, Mississippi. Robert Glenn Cubley, Jr. (Robby), is an adult resident citizen of the Second Judicial District of Jones County, Mississippi. Both Defendants may be served with process at 20 Hoss Drive, Laurel, Mississippi.

FILED

DEC 01 2021

CONCETTA BROOKS
CIRCUIT CLERK
JONES COUNTY, MS

3.

On or about April 8, 2021, Plaintiff and the Defendants entered into an agreement that Defendants would provide the labor to remove old tile from floors in the Plaintiff's home, prepare the surface for the installation of new brick pavers, install new pavers, and seal the pavers for the sum of \$7,095.00. Plaintiff was to provide the materials for the job.

4.

Shortly after the 5th day of May, 2021, Cubley Services, LLC and its owner Robby Cubley began working on the floors in Plaintiff's home. The installation of the flooring was negligent and was not performed in a workmanlike manner.

5.

Shortly before June 22, 2021 Robby came to the Plaintiff and told her that he had a job offer from United Parcel Service (UPS) that he intended to accept. Mr. Cubley informed Ms. Matthews that he would complete the work he had promised to do at her home after he got off from UPS during the week and on weekends. After Mr. Cubley began working for UPS, he only returned to Plaintiff's home one time, and did not finish the job he had agreed to perform.

6.

The Defendants owed a duty to the Plaintiff to perform the work on Plaintiff's home in a workmanlike manner and to complete the work as promised. Defendants breached this duty to the Plaintiff by doing shoddy work and by leaving the project unfinished. As a result of the actions of the Defendants, the Plaintiff has sustained damages.

2

7.

Because the Plaintiff's home has been uninhabitable since the work performed by the Defendants, Plaintiff has had to live in a mobile home which she normally rents. Defendants should be required to pay the Plaintiff for lost rental income, in addition to the other damages sustained.

8.

The actions of the Defendants were negligent, or in the alternative were grossly negligent. The actions of the Defendants were so egregious and the work performed by the Defendants was so grossly negligent that it rises to the level of intentional conduct. Further, the actions of the Defendants in leaving the project unfinished were without a doubt intentional. These acts on the part of the Defendants rise to the level of grossly negligent and intentional conduct, for which they should be punished by the imposition of punitive damages.

WHEREFORE, PLAINTIFF DEMANDS JUDGMENT of and from the Defendants, jointly and severally:

- a. For economic loss incurred as a proximate result of the tortious conduct of the Defendants in an amount to include the necessary repairs to Plaintiff's home, lost rent as well as compensatory damages, including attorney's fees and legal expenses reasonably and necessarily incurred, in an amount to be determined at trial;
- b. Simple tort damages in an amount to make the Plaintiff whole insofar as a money amount can accomplish that purpose, in an amount to be determined at trial;
- c. Punitive damages in an amount to deter the Defendants from like conduct in the future and to make an example of them so that other similarly situated

Defendants would likewise be deterred, in an amount to be determined at trial, all within the jurisdictional limits of this Court.

Respectfully submitted,

ANN MATTHEWS

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