



BRAMPTON  
Small Claims Court  
7755 Hurontario  
Brampton, Ontario L6W 4T1

SC-19-7680-00  
Claim No.

Address  
905 456-4700  
Phone Number

**Plaintiff No. 1**

Additional plaintiff(s) listed on attached Form 1A.  Under 18 years of age.

Last name, or name of company MUNN		
First name ROBERT	Second name MURRAY	Also known as
Address (street number, apt., unit) 1676 SIR MONTY'S DRIVE		
City/Town MISSISSAUGA	Province ONTARIO	Phone no. 416 410-4740
Postal code L5N 4R4	Fax no.	
Representative NONE	LSUC #	
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	

**Defendant No. 1**

Additional defendant(s) listed on attached Form 1A.  Under 18 years of age.

Last name, or name of company MACK		
First name JEFF	Second name DOUGLAS	Also known as
Address (street number, apt., unit) 1663 CREEK WAY		
City/Town BURLINGTON	Province ONTARIO	Phone no. NA
Postal code L7L 6R5	Fax no.	
Representative NONE	LSUC #	
Address (street number, apt., unit)		
City/Town	Province	Phone no.
Postal code	Fax no.	

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Plaintiff No.

Defendant No.

Last name, or name of company JEFF MACK DESIGNS INC.		
First Name NA	Second Name NA	Also Known as JEFF MACK DESIGNS
Address (street number, apt., unit) 1270 CRESTLAWN DRIVE		
City/Town MISSISSAUGA	Province ONTARIO	Phone No. 416 900-9225
Postal Code L4W 1A6		Fax No.
Representative NONE		LSUC #
Address (street number, apt., unit)		
City/Town	Province	Phone No.
Postal Code		Fax No.

Plaintiff No.

Defendant No.

Last name, or name of company		
First Name	Second Name	Also Known as
Address (street number, apt., unit)		
City/Town	Province	Phone No.
Postal Code		Fax No.
Representative		LSUC #
Address (street number, apt., unit)		
City/Town	Province	Phone No.
Postal Code		Fax No.

Plaintiff No.

Defendant No.

Last name, or name of company		
First Name	Second Name	Also Known as
Address (street number, apt., unit)		
City/Town	Province	Phone No.
Postal Code		Fax No.
Representative		LSUC #
Address (street number, apt., unit)		
City/Town	Province	Phone No.
Postal Code		Fax No.

**REASONS FOR CLAIM AND DETAILS**

Explain what happened, including where and when. Then explain how much money you are claiming or what goods you want returned.

If you are relying on any documents, you **MUST** attach copies to the claim. If evidence is lost or unavailable, you **MUST** explain why it is not attached.

**What happened?** PLEASE SEE ATTACHED PAGES AS SCHEDULE "A" OF EXPLANATION FOR CLARITY IN READING, AND INCLUDING

**Where?**

**When?**

ALL SUPPORTING DOCUMENTS. I RESPECTFULLY SUBMIT TO THE COURT FOR CONSIDERATION OF ALL COSTS

INCURRED IN THIS MATTER ON MY BEHALF TO BE PAID FOR BY THE DEFENDANTS IN THEIR ENTIRETY.



## SCHEDULE "A"

1. My name is Robert (Rob) Munn. I am the Plaintiff who contracted Jeff Mack and Jeff Mack Designs Inc. to perform the work in the creation of a family heritage epoxy river table out of the sugar maple wood that I supplied from a felled tree on our property at the family owned cottage.
2. The Munn family were owners of a cottage municipally known as #16 Bruce Beach, Kincardine Ontario. My parents purchased the cottage in 1967 being prior long time residents of the beach. Before 1967 our family owned a cottage as #13 Bruce Beach Kincardine Ontario. Cottage #13 was a heritage property passed on through 3 generations in the Munn family. I was the 4th generation Munn to be a resident of Bruce Beach. My 2 boys Lucas and Braydon would be the 5th generation.
3. **TAB #1** will show copies of the Bruce Beach Association Year Book in 1967 with Murray Munn (my father) as owner of #16 Bruce Beach. Within the **TAB #1** it will further contain the Bruce Beach Year Book of 2018 showing Lorraine Munn and myself as owners of cottage #16. My father passed away in 1990. Within this 2018 year book it refers to Lucas and Braydon Munn, who would be 5th generation Munn's.
4. On June 15th 2018 I sold the cottage under Power of Attorney. **TAB #2** shows the Bruce Beach Year Book 2019 with name of the new owners of #16 Bruce Beach Kincardine Ontario.
5. On the cottage property there was a grande sugar maple tree that was positioned precariously close to the structure of the cottage. Prior to listing the cottage for sale I had the tree cut down. **TAB #3 (A to G)** will contain photos of the sugar maple tree prior to and after being cut down.
6. The intent with the sugar maple tree was to salvage the tree trunk rather than allow it to be cut up for fireplace wood. My hopes were that the interior of the tree was in sufficiently good enough condition so that it could be made in to a "heritage dining room table" for the family. This would then provide the entire family with memories of Bruce Beach and specifically cottage #16.
7. On May 4th 2018 I had the tree trunk in all its pieces transported by flatbed to a Mennonite farm outside of Macton Ontario owned by Willis Frey. **TAB #4** contains 2 photos of this event. There is a wood mill on Mr. Frey's farm with the capacity to mill the tree trunk in to slabs and then kiln dry.
8. **TAB #5** contains 2 photos of the milling or cutting of the sugar maple tree trunk into slabs. This was done on November 21 2018. Most of the cut slabs were cracked. There was one slab salvaged as whole with a thickness of 4 inches.



9. **TAB #6** contains 2 photos of June 28 2019 after the drying process was complete and the only salvageable piece of sugar maple to be used for our dream heritage table was cut down the middle to allow 2 separate edge pieces for an "epoxy river table".
10. In early July 2019 I did contact Jeff Mack of Jeff Mack Designs Inc. I visited the facility located at 1270 Crestlawn Drive Mississauga, Ontario and met with Jeff Mack. I explained in full detail the history and importance of this wood and the creation of a heritage river table for the family. Jeff Mack was given approximate dimensions of the wood and my estimate as to the sizing of the finished table. Jeff Mack provided me with a verbal quote on cost and timing for completion, subject to seeing the actual 2 pieces of sugar maple wood.
11. On July 17 2019 the 2 separate slabs of sugar maple were delivered to Jeff Mack and Jeff Mack Designs Inc. **TAB #7** contains the written estimate I was provided in the amount of \$7,300.00 (cash) for a 3.5" x 42" x 101" long sugar maple EcoPoxy river table. NOTRS: Customer supplying the material, Customer wants to be here for the pour. \$6,300.00 for 120 litres of EcoPoxy and \$1,000.00 to finish the table. ALL costs quoted were for cash. \$3,000.00 cash was given as a deposit on July 17 2019. Due date was August 20, 2019 as on the estimate. At all times Jeff Mack and Jeff Mack Designs Inc were made aware of the heritage of this wood including its milling and kiln drying efforts prior to delivery. There were never any concerns voiced by Jeff Mack in accepting the wood for the project.
12. **TAB #8** is a copy of the email from Sanya of Jeff Mack Designs Inc dated July 31, 2019 indicating that they were prepared to do "the river pour for your table on Friday August 9th (2019).
13. On Tuesday August 6 2019 I did deliver an additional \$2,000.00 to Andrea as the only attending office employee of Jeff Mack Designs Inc. Jeff Mack was out of the office at a cottage in Muskoka, or so I was advised by Andrea.
14. **TAB #9 (A to F)** contains photos of Jeff Mack and 2 workers on August 9 2019 prior to the beginning of the first of 2 anticipated Ecopoxy pours as referenced in the order form. "First pour in Blue. Second pour in Clear".
15. Note the darker change in colour of the "live edges" in the wood, including the knots and character edging within the 2 wood pieces. This will indicate and show that the live edges and been sealed or coated with some material (liquid) prior to the Epoxy being poured. Jeff Mack did advise me at the time that the sealer was to prevent any air getting in to the EcoPoxy and preventing any bubbles from forming during the pour.
16. The second pour was completed 3 days later on Monday August 12th approximately 1:00 pm in the afternoon. **TAB #10 (A to D)** contains photos after the pour was complete. I have video footage of the 2nd pour in progress which can be made available upon the courts request.



17. **TAB #11** contains a photo of the EcoPoxy product used to create the table, and strictly sold by Jeff Mack and Jeff Mack Designs Inc as referenced in their website. A page from Jeff Mack Supply is also included to verify the EcoPoxy both used and sold.
18. **Tab #12** is the Technical Data Sheet that is available online from the EcoPoxy website. Included within the context of the description it states: **"For River Tables and very large castings, thickness should be limited to 1.5 inches in a single pour unless the casting can be cooled"**.
19. **TAB #13** contains a photo of Jeff Mack (left) and his 2 assistants when the finished table was picked up from Jeff Mack and Jeff Mack Designs Inc on Wednesday September 4, 2019 in the morning. Payment was made in cash for the full amount of \$2,300.00 owing. The table was then loaded on to my truck, covered and then my 2 assistants and I brought it home. It was there that I noticed in full detail the extent and severity of the visible air pockets that existed in the workmanship.
20. **TAB #14 (A to D)** contains photos of the "air bubbles" that were in the EcoPoxy table.
21. **TAB #15** contains the email I sent to Dylan Thomas of Black Forest Wood Co in Calgary Alberta dated September 16 2019. "CAN THIS BE FIXED???? I get a sick feeling every time I look at the table." The email contained photos of the table prior to final completion and after completion and delivery to our home.
22. **TAB #16** contains the sequential emails including photos that were sent to **James Sokolosky of EcoPoxy Customer Service**, beginning September 16 2019 through to September 18 2019. James states September 18 2019: **"For any pours under 10 litres, you can go a maximum of 1 3/4". 10 to 20 Litres with a max of 1.5". Over 20 Litres max 1"..... A second pour can be done when the previous pour is still tacky and you are able to leave an indent with your thumb nail."**
23. **TAB #17** contains a copy of a page from Jeff Mack Designs instagram account dated August 9th 2019 which clearly states: **"60 Litres of EcoPoxy."** It further states "We are building our thickest table to date. This table is 4" thick and will finish up around 3.5" thick after the epoxy cures and the table top has been CNC flattened. **We are doing 2 pours @ 2" thick** to get to our 4" thickness. We used @EcoPoxy Liquid Plastic.....".
24. **TAB #18** contains a copy of a page from Jeff Mack Designs instagram account dated August 14 2019 which clearly states: **"We just poured another 60 Litres of @EcoPoxy liquid plastic with Pearl metallic pigment into this 4" thick river table. This table now has over 120 Litres of epoxy in it. This is our thickest pour yet...". The exact timing between the 2 pours was August 9th 2019 through to August 12th 2019.**
25. **TAB #19** contains a screenshot of a page from Jeff Mack Designs instagram account dated **September 30 2019, over 3 weeks AFTER I had picked up my table.** "We had to pour this river in 2 pours due to its thickness. The slabs were 3" thick when we started so we decided to do two 1.5" pours to allow the epoxy to cure properly. **We poured the second layer approximately 24 hours the first layer. The timing is an important step to make sure the 2 layers of epoxy adhere to one another."**



26. **TAB #20 (A to F)** contains photos of the table dated October 30 2019 where the EcoPoxy had now completely separated from the sugar maple wood the entire length of one side. The air pockets are also clearly visible.
27. **TAB #21** contains the email I sent to James Sokolosky of EcoPoxy Customer Service on October 14 and 15 2019 announcing "I now have another dilemma". James states: **"If the live edge is sealed, the pour does not get a good bond with the wood itself where otherwise, it can anchor into any pours or cracks in the wood to get a good condo if there were no seal coat."** James makes reference to Black Forest Wood Workers and their YouTube video **v=nMDLmXVpnFU**, specifically "around the 10:20"
28. **TAB #22** contains a screen shot confirming the Youtube video **v=nMDLmXVpnFU** dated July 19 2019 with Dylan wearing his Black Forest Wood Company t-shirt. Further **included is a transcript** of the dialogue given from Dylan beginning approximately 10:20 and the **2 supporting screenshots taken at 10:47 and 11:48.**
29. **TAB #23** contains the email from Dylan Thomas regarding the air pockets. Representing Black Forest Wood Co as now an industry recommended authority on epoxy river tables endorsed by EcoPoxy Customer Service, stating "After looking at these pictures I have to say unfortunately there is no way that is problem can be fixed. It seems that the second layer of epoxy was poured after the first one had hardened not allowing for a chemical or physical bond to take place, this in turn leads to the separation of the epoxies as one smooth surface cannot be bonded to another. This problem could have been avoided if the first layer was sanded leaving a rough surface for the epoxy to physically bond to." **"This is very sad to see as this piece can't be salvaged in any way as the epoxy layers will separate over time regardless."**
30. **TAB #24** contains another email received from Dylan Thomas of Black Forest Wood Co dated Oct 10 2019. This is in response to my earlier email to Dylan that day with photos of the epoxy split from the wood. **"This is such a shame to see. This is what I feared would happen since the live edge was sealed prior to the pour."**
31. When the issue of the epoxy separation from the wood was addressed with Jeff Mack on or about October 10 2019, there was absolutely no responsibility accepted by Jeff Mack or Jeff Mack Designs Inc. In fact **TAB #25** contains one email dated Oct 10 2019 where Jeff Mack "Out of curiosity what moisture content were the slabs dried to when you had them kiln dried?".
32. My response included in **TAB #25** on October 10 2019 was simply "You should know Jeff, you made the table".
33. Jef Mack response on the same day was "We didn't provide these slabs so the moisture content of the slab would have been a piece of information you would have received from the company that dried these slabs for you". Part of **Tab #26.**
34. My response **TAB #26** being "You made the table, you should have tested the moisture level before proceeding". Rather than accepting responsibility for the deficiencies resulting in my now useless heritage table, Jeff Mack and Jeff Mack Designs Inc were actually suggesting that it was somehow my fault. As a layman in this matter I have absolutely no knowledge or expertise in the moisture content of wood specific to the construction of an epoxy river table.



35. Further in **TAB #26** consists of an email dated Oct 10 2019 where Jeff Mack and Jeff Mack Designs Inc states "When lumber is not dried correctly, it typically results in twisting and moving as the lumber continues to dry. This is why a properly drying wood is so critical. It appears to me that the wood you provided is moving and in fact pulling away from the epoxy as it continues to dry."
36. **TAB #27** is a quote received from Black Forest Wood Company dated November 9 2019. This is received with full knowledge of the history of the table and the 2 "live edges". The quote is to "repair" the table in to a finished product that I originally had envisioned. This quote does NOT include the shipping costs to deliver the wood NOR does it include the shipping costs for delivery of the finished product back to our home.
37. **TAB #28** is the Corporation Profile Report obtained for Jeff Mack Designs Inc. which was relied upon for this Claim.

#### **CLAIM OF PLAINTIFF**

38. The Plaintiff repeats and relies upon all the facts as presented in the Claim
39. The Plaintiff claims that the Defendant's Jeff Mack and Jeff Mack Designs Inc did fully accept the materials presented in their complete and existing condition and with full knowledge of the history of the material on the date July 17 2019. In so doing did fully accept all the necessary responsibilities to provide the Plaintiff with an acceptable and completed EcoPoxy river table with the materials of the sugar maple wood in accepting the deposit of \$3,000.00, and ultimate cash payment to the quote provided.
40. The Plaintiff further claims that Jeff Mack and Jeff Mack Designs Inc. did exercise intentional malice in forethought in the manner in which this table was both constructed, and in the manner in which the errors throughout the process were covered up and concealed. The Defendant's proceeded throughout to process without adhering to the basic instructions of the manufacturer of the EcoPoxy product, along with accepting the sugar maple wood as it was supplied and applied sealant to the edges resulting in 5 separate air pockets within the "2 pours" and further complete separation of the EcoPoxy and wood product.
41. The Defendant's continued to advertise this river table product as on the corporate website and social media even after the Plaintiff approached the Defendant's with the obvious errors in construction AND separation of the products. The general public would have absolutely NO IDEA there is an unhappy customer involved, that their manner of construction was abusive and not to the manufacturers instructions on several levels and further that the Plaintiff is left with a totally useless table having spent \$7,300.00.



42. The Plaintiff claims damages as:

- a) \$7,300.00 as the cost paid to Jeff Mack and Jeff Mack Designs Inc in cash as Restitution Damages
- b) \$7,700.00 in Compensatory Damages regarding our families anguish over this event, including but not limited to the total inconvenience of the occurrence.
- c) \$10,000.00 in Punitive Damages against Jeff Mack and Jeff Mack Designs Inc towards their malicious manner in looking after myself as their client. Jeff Mack and Jeff Mack Designs Inc did intentionally exercise gross negligence in their manner, to which neither Defendant showed any form of compensatory remorse towards myself in the final production of our family heritage table.

The Defendants Jeff Mack and Jeff Mack Designs Inc. did intentionally plan to conceal the air pockets within the finished table. IF disclosure would have been exercised then the Defendants would have contacted the Plaintiff prior to and advised of the inferior condition of the table. The Defendants continued over the course of time to deny their wrongdoing and accept any responsibility towards the total number of deficiencies in the table.

The Defendants were fully aware of the deficiencies at all times. The Defendants also acted with complete malice towards the Plaintiff and that this was wrong to present the finished product as acceptable to the Plaintiff. The Defendants did ultimately profit from this mishap financially at the expenses of the Plaintiff in the expectations that Jeff Mack and Jeff Mack Designs Inc. would produce a "heritage Table" for the Munn family to enjoy for generations.

The Defendants continue to advertise our "heritage table" on social media as though it is a finished product satisfactory to the client. This is NOT the case, is misleading to the public and constitutes Punitive Damages to be awarded.

43. Prejudgment and post judgment interest as permitted under the Courts of Justice Act.
44. The Plaintiff requests that ALL references either written, implied or by photo on ALL avenues of advertising including but not limited to internet website, Twitter, InstaGram, YouTube or any other social or print media for either Jeff Mack OR Jeff Mack Designs Or Jeff Mack Designs Inc be forever removed. This advertising or reference to IF presented in a positive manner is both false and misleading to the general public.
45. Costs of this Claim, in their entirety
46. Such other relief as this Court may think fit to grant

















