

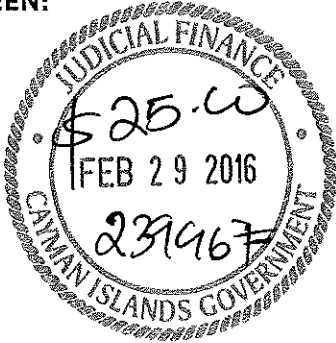
IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



0044

CAUSE NO. SC OF 2016

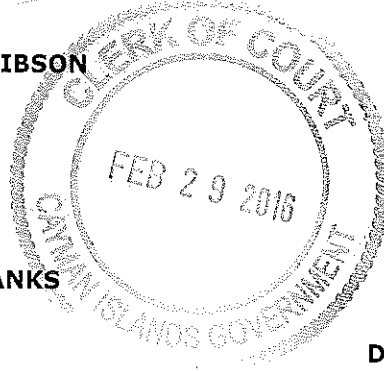
BETWEEN:



NATALEE SIMONE GIBSON

PLAINTIFF

AND:



DURK MARLON BANKS

DEFENDANT

**PLAINT**

To the Defendant:

Durk Marlon Banks  
Unit 17, 2nd Floor  
Rankin's Plaza  
21 Eclipse Drive  
George Town, Grand Cayman  
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 Acknowledgement 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 29th day of February 2016

See overleaf for particulars of the Plaintiff's claim

### PARTICULARS OF CLAIM

(hereby set out in numbered paragraphs are the grounds upon which the Plaintiff claims that the defendant is indebted to him/her or is liable to pay damages to him/her)

1. On 29 December 2015 I contacted Jaise the "seller" regarding an ad I had seen on eaytrade listing a 1999 Toyota Altezza for sale at an asking price of \$4,500. His number was listed as the contact. We agreed to meet later that afternoon in the parking lot of my workplace where I could meet him and see the car. Upon return to work I noticed the car parked in the parking lot. I approached the vehicle and introduced myself to the young man. There was also a young lady sitting in the passenger front seat. With the young lady in the front I hopped in the back and we drove in town. The car felt good and appeared to be in very good condition. The seller advised me that the car had been serviced every three months, the tires were fairly new and the car has not given him any problems. He said the rear brake pads had recently been replaced and the car was recently serviced. When I asked his reason for selling the car he advised he really liked the Altezza and was interested in purchasing another one. I expressed my interest and told him I would get back to him with an offer price. The car was listed for \$4,500.00. I offered \$4,000.00 and the offer was accepted, but the seller advised me that he was not able to complete the sale until he secured his car (another white Altezza) he was purchasing. I was very pleased with the car and the price and so I asked the seller to stay in touch as I was very interested in purchasing the vehicle. He did stay in touch and within a few weeks he was ready to sell the car.
2. 14 January 2016 I contacted the seller and asked if we could arrange for a mechanic to look at the car, at this time we had not yet confirmed when the sale would be complete. He advised that he was very busy with his classes at UCCI and was not sure if that could happen before the weekend and at that time advised me he was ready to sell the car by that same weekend. Again he expressed confidence in the car and so I informed him that I would take his word for it and extend my trust on his word, but should there be a problem I would be in touch with him. The young man was very polite, friendly and appeared honest. I felt I could trust him. I did not go forward with the mechanic. I asked questions regarding brakes, oil change, filters, tires, and bearings, everything I could think of. Additionally the car passed inspections in August 2015 (see page **2**).
3. On 16 January 2016 I met the seller at Department of Licensing to complete the sale of the 1999 Toyota Altezza which I was purchasing for \$4,000 CI cash. Upon arrival the seller advised he

needed to wait for his father Mr Durk Marlon Banks "father". As we waited he mentioned that he was 17 years old and this is why he needs his father, because the car is not in his name, but is registered to his father. I had also been asked to transfer insurance to the vehicle prior to meeting them that morning. Which I did. I was also asked to pay the CI\$25 transfer fee, which I did also. While waiting I asked if I could have another look at the car. We went outside to look at the car, and again the seller expressed his confidence in the car and assured me I would have no problems with the vehicle. He went on about how he takes care of his cars and how it was hard for him to part with the car after owning it for two years. He seemed like a car enthusiast and car enthusiasts usually take very good care of their cars.

4. His father eventually showed up and I paid the \$25.00 transfer fee and we completed our transaction. The car was transferred to my name (see page 2) and I handed the seller an envelope with CI\$4,000 cash.
5. After leaving the department of licensing and driving the car for the first time, I immediately noticed strong shaking of the car as I accelerated to 40 km/h and a stronger vibration as I reached 60 km/h. I contacted the seller who assured me he did not know what the problem was. He stated that he does not "drive the car over 40km/h" (see page 9) and the shaking was "puzzling" (see page 11). These comments immediately made me worried. Seeing that seller was puzzled by this I advised the seller that I would look into the issue myself and if there was a problem with the car, then there would be a problem with the purchase. I told him I would be in touch (see page 10).
6. On 17 January 2016 I took the car to a friend, who is a mechanic, he advised that the tie rod ends, both inner and outer needed to be replaced and that this would certainly be the cause for the shaking. Upon contacting the seller and his father that same morning, they both insisted on buying new rims for the car. In speaking with the mechanic he was unsure as to why the rims would need to be replaced. I am not a mechanic and I do not know anything about rims or wheels etc so I asked the mechanic to speak with the father as the father and the seller were insisting on paying for and leaving rims for me to collect at Automotive Art. When the mechanic took the phone and tried to explain to the father that it was in fact the tie rod ends, the father disagreed and insisted on buying rims. The mechanic was puzzled as to why they insisted on replacing the rims and advised me to get the tie rod ends. Already feeling anxious about my purchase and with no assurance from the seller as to why I should I get the rims I asked the seller to purchase

the tie rod ends. At this time the father became concerned that I would keep calling him with problems about the car and wanted me to know that this would be it. I advised them that I simply needed a safe car to drive and would be very upset to know I purchased a car that was defective. The seller and his father in less than an hour located the parts, paid for them and left them for me to collect. I would like to note that during the course of the morning I could not help but feel as though both the seller and the father were evading making personal contact with me and again, this started to make me dubious, however, I tried to focus on the positive, which was the seller and his father were purchasing the replacement parts at their expense. I told them thank you and I would be in touch if I needed to.

7. The mechanic replaced the parts and took the car for a test drive and noticed the shaking had not gone away. The mechanic suggested a wheel alignment / balancing and was confident that that would correct the shaking now that the tie rod ends had been replaced. At this point I decided not to communicate further with the seller until I could narrow down the cause of the shaking so that I could address everything at once. If it was simply an alignment, then I would incur those costs.
8. On 20 January I contacted Superior Auto to inquire about what could be causing the shaking and how much it would be for a diagnosis. I explained what had been done to the car so far. The representative suggested a wheel alignment / balancing as did the previous mechanic.
9. On 23 January 2016 I brought the vehicle to Superior Auto for a wheel alignment. Later that day I was advised that the following problems were identified as the cause of the shaking (see page 5) -
  - a) Front and rear disc pads were worn out and needed to be replaced,
  - b) Front and rear rotors were worn out and needed to be cut & skimmed, and
  - c) Three rims were badly bent and needed to be straighten or replaced.
10. I spent the day calling around and visiting Dannys Auto, Automotive Art, Parkers, Payless Auto and Superior Auto to determine the best and most cost effective way to correct the above mentioned problems identified with the car. I purchased brakes from Parkers and three used factory rims from Danny's Auto.
11. 26 January 2016 I returned the car to Superior Auto with the rims and replacement brakes and gave them instructions to proceed with the service.
12. 26 January 2016 I contacted the seller via text message and asked if he was aware of the bent rims, bad rotors, and worn out brakes. He responded that he did not know about the brake pads. I

explained what had happened and advised him how much I had spent and asked if we could speak. I also sent him a copy of the receipt.

13. On 28 January 2016 I sent a message via text summarizing my complaints and my expectations, however, no response was received. I sent further messages and made further calls, but all to no avail.
14. Since that message I am unable to reach the seller. None of the numbers I have are going through, it appears I have been blocked on one number and I am being ignored on another. I have also sent emails and left messages for his father Mr Durk Banks who is a former police officer and the current head of the Cayman Island Public Transportation Unit (PTU). I have tried to reach out to him at the PTU with no success. It was my hope that seller and his father would have taken the time to speak with me in hopes of reaching a mutual agreement in respect of costs incurred on my behalf. However, I have been blatantly ignored and disregarded.
15. It is my belief that the seller knowingly sold me a vehicle with defective rims, brakes and rotors, I believe this to be the reason why he stated that he never drove the car over 40km/h which would explain the low mileage on the car. It is impossible for anyone to have driven that vehicle and not noticed the very pronounced shaking. Additionally, it was the one thing both the seller and father insisted upon without any further explanations. In fact, they were prepared to pay for the rims and leave them at Automotive Art for me to collect. The seller in one of his text messages says "if anything once I get the money from my bike sale I can fix it". This sounds like the talk of someone who anticipated being caught. He also stated that he doesn't drive the car past 40/km per hour. Obviously for a reason he choose not to disclose.
16. I would also like to draw the courts attention to back to the initial sale whereby I was asked to wait a few weeks for the sale. Is it possible that the rims were changed after the test drive? It is a simple job with the right tools to replace the rims on tires and can be done for as little as \$12 per tire. I refer to the certificate of roadworthiness which clearly indicates a passing remark for the rims as well as everything else (see page **3**).
17. The seller did not disclose information that is crucial to the decision making involved in purchasing this vehicle from him.
18. The seller and or his father possibly endangered my life and that of my children by selling a car with such serious safety issues and which could have had significantly dangerous consequences with anyone on the road.

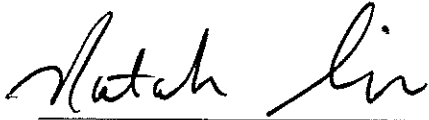
19. The seller could have disclosed the issues and offered the car at a lower price; instead he accepted the \$4,000 fully aware the car would need at least \$700 in repairs. Had the seller disclosed to me the repairs needed perhaps I would have offered less money but would have still been interested if the problems were repairable. I strongly believe this information should not have been withheld and the seller intentionally and knowingly misrepresented the car. He should have advised that the car had these issues.
20. The mechanics themselves were also shocked as they could not understand how the rims were even bent to begin with and even commented "Cayman pot holes are not that big".
21. A bent rim can cause a number of problems, over time it can cause the alignment of the car to come out of adjustment, because of the excess vibration, the excess vibration in turn can cause lug nuts to loosen and come off while driving. This vibration also causes uneven tread wear to the tires and can cause the tires to spontaneously deflate if the damage to the rim is bad enough. It also puts added stress on the shock absorbers.
22. To date the car continues to shake at 80km/h even after the rims have been replaced and the brakes and rotor continue to make loud scraping noises. Based on what I have learned about the pressure bent rims can cause to the shock absorbers, I have scheduled for the car to be looked at again and I am now afraid I may possibly incur further costs.

**AND** the Plaintiff claims:

1. The sum of \$1704.94CI (see pages 4-8) as set out in the schedule below; and

Suspension Check diagnostics	\$32.50
Brake pads front and rear	\$89.45
Used Altezza factory rims x 3	\$150.00
Labor	\$382.99
Labor to replace tie rod ends	\$100.00
Loss of time and aggravation	\$250.00
Overall repair costs to vehicle to be deducted from CI\$4,000 paid	\$754.94
<b><u>TOTAL AMOUNT</u></b>	<b><u>\$1,509.88 CI</u></b>

2. Fixed court costs \$100; alternatively cost to be assessed.
3. Allowance for repair/replacement costs if the shock absorbers and tires need to be replaced as this damaged would have been caused from the pressure of the bent rims;
4. If this plaint is successful, that any monies ordered to be paid by the defendant to the plaintiff be done within seven days of the date of the respective order.

A handwritten signature in black ink, appearing to read "Natch Lin", written over a horizontal line.

Plaintiffs Signature

Plaintiffs Address for Service

75 Fort Street

PO Box 190

Grand Cayman, Cayman Islands

345-321-8198 / 345-814-2026

[Simonegibson21304@hotmail.com](mailto:Simonegibson21304@hotmail.com)

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. SC      OF 2016**

**BETWEEN:**

**NATALEE SIMONE GIBSON**

**PLAINTIFF**

**AND:**

**DURK MARLON BANKS**

**DEFENDANT**

---

**ACKNOWLEDGMENT OF SERVICE**

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1. State Defendant's name and address:

Durk Marlon Banks Unit 17, 2nd Floor Rankin's Plaza 21 Eclipse Drive George Town, Grand Cayman 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

**See overleaf**



Receipt

CAYMAN ISLANDS GOVERNMENT DEPARTMENT  
of VEHICLE AND DRIVERS' LICENSING

RECEIPT NO VL 1757576  
APPLICATION ID  
03/11/2015 17:51

RECEIVED FROM **DURK MARLON BANKS**  
ON **03 NOV 2015**

REFERENCE NO.	HEAD/SUB-HEAD	TRANSACTION	AMOUNT (CI)
160287	471502.40401.0000	PCI 3 MONTHS LICENCE	\$45.00
		SSO DVLS DONNAE VL	\$45.00
VEHICLE 160287	NEXT INSPECTION 06 AUG 2016	LICENCE EXPIRES 05 AUG 2016	

**Renewal Application**

Please complete the following and submit with the items listed below to the Department of Vehicle and Drivers' Licenses

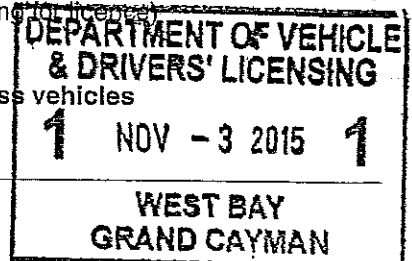
- I wish to have my vehicle inspected (inspection must be conducted prior to applying for licence)
- I wish to have my vehicle licence (coupon) renewed for 3, 6, 12 or 24 months

**Required Documents**

Inspection Pass Certificate  
Proof of Insurance

**Additional requirements for business vehicles**

Certificate of Good Standing (copy)



**Drop-off Customers**

If renewing by post or drop off payment must be made by cheque

Any new licence not collected within 10 days of submission will be posted to the address below

**Change Ownership Details**

Please detail name or address changes. Name changes must be supported by relevant documentation.

If there have been changes to the details of vehicle please submit part C of your Certificate of Vehicle Ownership Registration in order to have details registered.

This section is to be completed by the owner or authorised representative presenting this vehicle for renewal.

Applicant's name: \_\_\_\_\_  
Please print

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

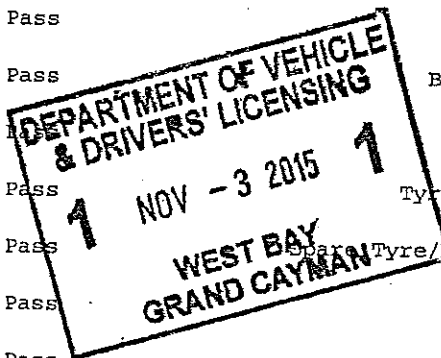
**Warning! It is an offence to knowingly make any false or misleading statements either orally or in writing**



Certificate of Roadworthiness

Plate: 160287      Vin: GXE10-0021979      Owner: DURK MARLON BANKS  
Make: TOYOTA      Model: ALTEZZA  
Category: PC1 PRIVATE MOTORCAR UP TO 2500CC      L/RHand Drive: R  
Fuel Type: PETROL      Engine Capacity(cc): 2000      Unladen Weight:  
Trailer:      Gross Vehicle Weight:  
Imported From:      Origin:  
Inspection Date: 06-AUG-2015      Result: PASS      Expiry Date: 06-AUG-2016  
Inspector: VALENTINE KARL GREGORY      Location: CAR CITY GT  
Odometer Units: K      Odometer Reading: 55401  
Remarks:

Steering System - Pass	Speedometer Reading - Pass
Engine/Transmission/Differential - Pass	Seat Belts - Pass
Chassis/Suspension - Pass	Brake Systems - Pass
Noise/Exhaust Systems - Pass	Horn - Pass
Silencer - Pass	Tyres/Rims/Hubs - Pass
Mirrors - Pass	Spare Tyre/Lifting Jack - Pass
Accessories - Pass	Air Leaks - Pass
Locks - Pass	Head Lights - Pass
Dip Switch - Pass	Rear Lights - Pass
Reverse Lights - Pass	Trafficators - Pass
Clearance Lights - Pass	Licence Plate Lights - Pass
Windscreens - Pass	Other - Pass
Wipers/Wiper Blades - Pass	Tint - Pass
Body Work & Flooring - Pass	Tow Rope/First Aid Kit/Fire Extinguisher - Pass



**SUPERIOR AUTO**  
 14 Sherwood Drive PO BOX 11389 APO  
 George Town, Grand Cayman. KY1-1008  
 Phone: 345-949-9570 Fax: 946-130-0\_\_\_\_  
 WE KEEP YOUR CAR IN TUNE

**INVOICE**  
**43363**  
 Org. Est. # 082763

**INVOICE**

Print Date: 01/23/2016

GIBSON, SIMONE

1999 Toyota - Altezza - 2.0L

Lic #: 160287 - Grand Cayman

Odometer In : 72206

Home : 345-321-8198 Office : 345-929-7758

VIN #: GXE100021979

Cust ID : 10727

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
				SUSPENSION CHECK	32.50
				**NOTES**	
				VEHICLE NEEDS	
				FRONT DISC PADS	
				REAR DISC PADS	
				THREE RIMS ARE BENT	
				RIGHT FRONT	
				LEFT FRONT	
				LEFT REAR	



Org. Estimate 32.50 Revisions 0.00 Current Estimate 32.50

Labor:	32.50
Parts:	0.00
Sub:	32.50
Tax:	0.00
Total:	32.50
Bal Due:	\$32.50

[ Payments - ]

**MACHINE SHOP/BODYWORK & PAINT SHOP/ AUTO REPAIRS**

I hereby authorize SUPERIOR AUTO to do the above repair work along with the provision and supply of all necessary parts and material. You and your employees may operate my vehicle for purposes of testing, inspection or pick-up and drop-off and delivery. I will also be responsible for all cost upon completion of the repairs. If I should fail to pay this bill or refuse to pay I hereby authorize Superior Auto to hold or seize my vehicle anywhere on the Cayman Islands until the bill is paid in full.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

**SUPERIOR AUTO**

14 Sherwood Drive PO BOX 11389 APO  
 George Town, Grand Cayman. KY1-1008  
 Phone: 345-949-9570 Fax: 946-130-0  
 WE KEEP YOUR CAR IN TUNE

ESTIMATE #

**082762**

**Estimate for Services**

Estimate Date : 1/23/2016

GIBSON, SIMONE

1999 Toyota - Altezza - 2.0L

Lic #: 160287 - Grand Cayman

Odometer In: 72206

Home: 345-321-8198 Office: 345-929-7758

VIN #: GXE100021979

Part Description / Number	Qty	Sal	Ext	Labor Description	Extended
FRONT DISC PADS -	1.00	60.00	60.00	REMOVE FRONT ROTORS TO MACHINE AND FIT DISC PADS	97.50
REAR DISC PADS -	1.00	60.00	60.00	REMOVE REAR ROTORS TO MACHINE AND FIT DISC PADS	97.50
				MACHINE FOUR ROTORS	100.00
				STRAIGHTEN THREE RIMS	250.00

*Handwritten notes:*  
 120  
 195 Brakes  
 315 Rims  
 350 Rotors  
 465  
 150 Rims  
 36 Change  
 1186  
 315  
 501  
 B  
 \$12/hive  
 295  
 Tires?

Parts/Supplies: 120.00

Labor: 545.00

Total: \$ 665.00

**MACHINE SHOP/BODYWORK & PAINT SHOP/ AUTO REPAIRS**

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise. Save all Parts \_\_\_\_. SUPERIOR AUTO IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

**PARKER'S**  
**P.O. Box 10747**  
**Grand Cayman KY1-1007**  
**Cayman Islands**  
**PHONE: (345) 949-2899**  
 Info@allgroup.com

CUST NO: 1098    JOB NO: 000    PURCHASE ORDER: CARD    REFERENCE: PO # Card    ORDER #: 91998    TERMS: NET 10TH    CLERK: LG    DATE / TIME: 1/23/16 4:59

SOLD TO:  
 BARRY DEER  
 D/B/A BROADWAY MOTOR WORK  
 P.O. BOX 1502  
 GEORGE TOWN, GRA

SHIP TO:

DUE DATE: 2/29/16    TERMINAL: 38  
 ORDER: 919980  
 DEL. DATE: 1/23/16

TAX: 001 DEFAULT TAX CODE

## INVOICE: U20011

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1	1	1	EA	WAGQC771	DISC PAD MFG part# QC771	56.99	1	48.44 /EA	48.44 CN
2	1	1	EA	WAGZD619	BRAKE PAD MFG part# ZD619	48.99	1	41.64 /EA	41.64 CN
3	1	1	EA	HSO05-805	S.BEACH -BUBBLE GUM MFG part# 05-805 exp:01/20	4.19	1	3.56 /EA	3.56 CN
4									

\*\* PAID IN FULL \*\*

93.64    TAXABLE    0.00  
 NON-TAXABLE    93.64  
 SUBTOTAL    93.64



TOT WT: 0.00

BANKCARD PAYMENT  
 BKCRD# XXXXXXXXXXXXX6056

TAX AMOUNT    0.00  
 93.64    **TOTAL**    **93.64**

89.45

X

Received By



*\$32.50  
Fluid*

**SUPERIOR AUTO**  
 14 Sherwood Drive PO BOX 11389 APO  
 George Town, Grand Cayman. KY1-1008  
 Phone: 345-949-9570 Fax: 946-130-0\_\_\_  
 WE KEEP YOUR CAR IN TUNE

**INVOICE**  
**43385**  
 Org. Est. # 082762

**INVOICE**

GIBSON, SIMONE


Print Date: 01/26/2016

1999 Toyota - Altezza - 2.0L  
 Lic #: 160287 - Grand Cayman Odometer In : 72206

Home : 345-321-8198 Office : 345-929-7758  
 Cust ID : 10727

VIN #: GXE100021979

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
FRONT DISC PADS	1.00	51.99	51.99	REMOVE FRONT ROTORS TO MACHINE AND FIT DISC PADS	97.50
				REMOVE REAR ROTORS TO MACHINE AND FIT DISC PADS	97.50
				**NOTES**	
				NO REAR PADS NEEDED AT THIS TIME	
				MACHINE FOUR ROTORS	100.00
				INSTALL THREE TYRES	36.00

**PAID**  


Org. Estimate 346.99	Revisions 0.00	Current Estimate 346.99	<b>Labor: 331.00</b>
			<b>Parts: 51.99</b>
			<b>Sub: 382.99</b>
			<b>Tax: 0.00</b>
			<b>Total: 382.99</b>
			<b>Bal Due: \$382.99</b>

[ Payments - ]

**MACHINE SHOP/BODYWORK & PAINT SHOP/ AUTO REPAIRS**

I hereby authorize SUPERIOR AUTO to do the above repair work along with the provision and supply of all necessary parts and material. You and your employees may operate my vehicle for purposes of testing, inspection or pick-up and drop-off and delivery. I will also be responsible for all cost upon completion of the repairs. If I should fail to pay this bill or refuse to pay I hereby authorize Superior Auto to hold or seize my vehicle anywhere on the Cayman Islands until the bill is paid in full.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

JANUARY 15, 2016

Got held up at work. Maybe more like 12 45. Going  
britcay now

11:53 AM ✓✓

So the car shakes when it gets close to 60 km....

2:10 PM ✓✓

???

2:10 PM

Really?

2:11 PM

With traffic in town I can't really push it pass 45

2:11 PM ✓✓

So on my way home I will be able to tell. And I will  
call you

2:11 PM ✓✓

Car should not be so shaky

2:11 PM ✓✓

~~Yeah that does sounds very weird I only drive it at  
40mph and I've never had that problem right up to  
driving it to licensing~~

2:12 PM

What do you mean you only drive to 40 mph?

2:33 PM ✓✓

You can't sell a car if it doesn't drive

2:33 PM ✓✓

Super busy with work but I'll call you in a bit

2:56 PM ✓✓

I trust the car is legit but I don't like that feeling

2:57 PM ✓✓

Hey 3:23 PM ✓✓

Trying to get ya 3:24 PM ✓✓

Hey 5:27 PM ✓✓

Yeah this car vibrates and shakes as you touch 60

5:27 PM ✓✓

The faster the more it shakea 5:27 PM ✓✓

Smh 5:27 PM ✓✓

Hmm that is weird 5:28 PM

Maybe it's the barrings like you said or something

5:28 PM

I'm gonna have someone else look at it 5:28 PM ✓✓

Whatever it is I just gave ya'll 4k 5:28 PM ✓✓

And I expect a car with no issues 5:28 PM ✓✓

So will be in touch with you or your dad once I see what is wrong

5:29 PM ✓✓ 10

Sorry 5:29 PM ✓✓



5:29 PM ✓✓

If anything once I get the money from my bike sale  
I can fix it

5:30 PM

Because like I've said I've driven it for over a year  
with out issue

5:30 PM

I don't want to stress you either. Just kinda vex  
right now

5:30 PM ✓✓

And I'm not trying to scam you

5:30 PM

I know 5:30 PM ✓✓

I wouldn't be happy either

5:30 PM

I get it

5:30 PM

I know to sure the car runs great tho like the  
engine in young and looked after with a lot of life  
ahead of it

5:31 PM

So you're definitely good there

5:32 PM

The shaking tho is puzzling

5:32 PM

Good morning 11:18 AM

Hope all is well 11:32 AM ✓✓

Listen 11:32 AM ✓✓

Did you that three of the rims on the car are bent? It's at superior auto now getting fixed.

11:33 AM ✓✓

Also that the rotos were bad and all the disc bads are worn out

11:33 AM ✓✓

No I didn't because I got the disc pads replace we were told they were bad and got them replaced by Toyota

11:35 AM

Ok, Well they are worn out. I believe you knowingly sold me a car that you knew had serious safety issues and took advantage of me accepting 4k when you know the rims were bad

11:36 AM ✓✓

I have had to pay almost \$700 out of pocket

11:37 AM ✓✓

Not to mention the tie rod ends

11:37 AM ✓✓

You put my safety and my kids safety at risk

11:37 AM ✓✓

If you knew the rims were bent, which you did, and 12

Thursday, January 28, 2016

Dear Jaise, Mr Banks

This is N. Simone Gibson whom you recently sold the 1999 Toyota Altezza to. I spoke with Jaise yesterday and he said he had somehow misplaced my contact details. I can be reached on 321-8198, my direct line at work is 814-2026. I can be contacted on whatsapp on 561-360-9931. As you are now aware, I have incurred almost \$700.00 in expenses for the car I recently purchased from you. This included three new rims, front disc pads, cut and trim rotos and labor for all of the above. In most circumstances, I would not be coming to you with this issue, however, I feel that you knowingly sold me a car with bad brakes, bad rims, bad rotos. All safety issues. I understand that I did not test drive the car myself

John also assured me that I can be confident that the car will not give me any issues at all. That it has been kept in condition, it was recently serviced, and that the rear disc pads had recently been changed. He said "I can promise you, you won't have any issues with this car". I trusted this young man and took his word. I was very shocked and surprised to find out a week later that I was sold a car that was unsafe. I feel that not only did you take advantage of me as a woman, but also endangered my life and that of my children by not making me aware of this serious issue. It is negligence on your part and that of your fathers to not disclose this very important detail. Additionally, I made an initial offer of \$3,800, when you gave me the impression your father would not agree, I said \$4,000 which was agreed upon. Yet, you knew the rims were bad on the car and were well aware that it would cost a decent amount to repair

this very important action.  
Additionally, I made an initial offer of \$3,800, when you gave me the impression your father would not agree, I said \$4,000 which was agreed upon. Yet, you knew the rims were bad on the car and were well aware that it would cost a decent amount to repair and still accepted the \$4,000. I think it is only fair that I be reimbursed for the expenses incurred as well as for a portion of what I paid for the car, if the repair value was \$700.00 then you should have listed the car to sell at a lower price

1:43 PM

I can pursue this in small claims court.

1:44 PM

Saturday, January 30, 2016

Hello Jaise? Please don't ignore my calls. I've been trying to get in touch for a week now

15

JANUARY 29, 2016

Hello 3:30 PM ✓✓

JANUARY 31, 2016

Hello Jaise. Are you going to return some money to me regarding the car?

12:07 PM ✓✓

FEBRUARY 1, 2016

I keep calling and getting no answer 8:42 AM ✓✓

I know where your dad works and I don't want to go there but if you keep ignoring me I won't have a choice. I will be going to court to file my claim today if I don't hear from you

8:44 AM ✓✓

You ignoring me won't look good in court. Please just give me a call so we can sort this out.

8:45 AM ✓✓