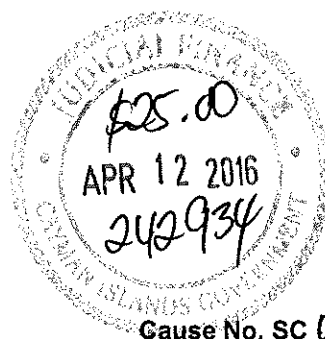




No. 1  
Plaint



Cause No. SC 0097 of 2016

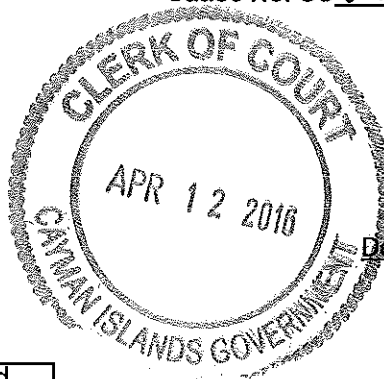
IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

Daniel Spiegel

AND:

Paulo Paloni



Plaintiff

Defendant

To the Defendant

Paulo Paloni c/o Luca Restaurant 871 West Bay Rd  
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 Plaint 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 12 day of April 20 16

See overleaf for particulars of the Plaintiff's claim



Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC\_\_\_\_\_of 2016

BETWEEN: DANIEL SPIEGEL

Plaintiff

AND: PAULO PALONI

Defendant

1. Plaintiff (hereinafter "PL") purchased a 2003 BMW X5 (hereinafter "vehicle" or "SUV") from the USA in 2005. The miles on the car were 34,990. It was a "Certified" vehicle from a BMW dealer. Thus, it passed the entire stringent maintenance requirements prior to receipt by PL on Grand Cayman. PL continued to maintain the vehicle to the highest of standards. When the SUV was not being driven it was garaged in a climate controlled (A/C) private garage. In June 2014 the mileage on the SUV was 43,700 miles. In a phrase, it looked and ran like a new vehicle.

2. In the middle of April 2014, DEF (hereinafter "DEF") inquired of PL about purchasing PL SUV. PL and DEF agreed that the base purchase would be \$11,000 KYD. The remainder of the purchase price consisted of the cost of maintenance performed (parts and labour) by PL, at that time, as well as future repairs (parts and labour) to be completed once the parts were received and installed on Island. PL provided a printed list of the costs expended to date, as well as the estimated cost of items to be completed after parts arrived. Sometime around May 15, 2014 DEF gave PL a check in the sum of \$11,000 KYD, drawn on Regazzi Restaurant. On May 31, 2014 PL deposited that check, which represented the base price of the SUV, into his bank account.

3. Transfer of ownership of said SUV was not to occur until after departure of PL from Grand Cayman on June 17, 2014. (hereinafter "June 17"), with the balance of the purchase price paid on or before that date. In addition, DEF agreed that he would not take physical possession of the SUV until sometime in September 2014 or when DEF divorce was final. At all times herein PL continued to own the vehicle, drive it and maintain auto insurance.

4. In late April 2014, DEF requested and PL provided a code for PL garage door opener. The sole purpose was to allow DEF to show the SUV to DEF girlfriend at a time convenient for them. No other purpose was allowed, discussed or contemplated.

5. At all times pertinent to this claim, PL maintained full auto insurance coverage on said SUV, as he remained the sole owner of the vehicle until all terms of the sale were completed, after which title could transfer.

6. By June 6, all ordered parts had been installed. PL attempted to contact DEF for the balance of payment due for the cost of the agreed repairs. DEF did not respond. With PL departure date fast approaching, PL continued to try to contact DEF. Finally on June 17, PL was able to speak with DEF by cell phone and found DEF located in Miami, FL. During the conversation, DEF informed PL that he no longer wanted to pay for the list of repairs to the SUV. He only wanted to pay the base price of \$11,000 KYD. PL and DEF discussed how to proceed and agreed at that time to cancel the purchase agreement. Accordingly, the contract to purchase the SUV was fully and mutually canceled on June 17.

7. During the June 17 phone call, PL agreed to provide (and did deliver) a check dated June 17 representing the base payment of \$11,000 KYD payable to DEF. This check was left for safekeeping at DEF place of business (Luca restaurant) for when he returned from Miami FL. In turn, DEF agreed to return all keys, documents, etc. to the office at PL Strata for safekeeping. At this point then, the purchase of PL SUV was terminated by mutual agreement.

8. Prior to departing Grand Cayman (hereinafter "GC"), PL prepared his SUV for storage in his secure, locked garage. Gasoline additive was placed into a full tank of fuel, it was cleaned and washed, and a battery tender was connected to the battery. PL, as was customary when he left the island, left a key in the SUV so that the Strata personnel could move the vehicle if that was needed or became necessary for safekeeping from storms, etc.

9. The next notice of any change to the cancellation of purchase that PL received was a mail envelope from DEF informing PL that he had (illegally) entered PL garage, taken the vehicle from the garage, and was in the process of or had changed the registration to his name. That envelope was sent from GC on June 23, 2014 and received on June 27, 2014. The envelope contained the said check previously delivered to DEF place of business. On the envelope containing the check, DEF wrote "I paid you the car May 16<sup>th</sup>-2014- it is in my name now thank you." By doing so, DEF unlawfully entered PL secure garage and took PL SUV from PL garage without having fully paid for the SUV and without permission to remove it.

10. This mailing was the first and only notice to PL that the DEF unilaterally nullified the cancellation of the purchase and sale. There was no other notice that DEF

had illegally entered PL secure garage and taken the SUV both without permission and without full payment being tendered.

11. Throughout the time of this transaction, PL expended funds that were agreed to be reimbursed by DEF for the repairs of the SUV. This included parts and labour as well as vehicle replacement rental during times the SUV was in service.

12. Furthermore, PL was forced to engage local counsel in an attempt to obtain payment from DEF for the agreed full purchase price of the vehicle. PL through his counsel was unsuccessful in this attempt to handle the matter without having to resort to litigation. PL claims herein those legal costs as damages as well.

DATE OF SERVICE	WORK PERFORMED	AMOUNT PAID*	Invoice copy	USD \$ AMT
2/17/14	steering angle sensor/Coolent plug	\$339.00	x	
2/28/14	program computer/A-C compressor/door handle	\$905.00	x	
2/19/14	BMW Parts for above	\$1,200.63	x	\$1,464.18
3/13/14	replace BMW battery	\$504.00	x	
4/4/14	BMW Parts	\$562.25		\$685.67
5/6/13	annual service/right door handle	\$592.74		
5/28/14	replace headliner/replace door rubber gasket	\$1,097.00		
5/30/14	replace front badge/tire repair	\$75.00		
6/6/14	Car City repair	\$460.00		
6/17/14	Fuel up Esso	\$71.75		\$87.50
		<b>SUB TOTAL</b>		<b>\$5,807.37</b>
DATE OF CAR RENTAL				
	Avis Cico	\$855.00	x	
	Hertz Rent A Car	\$65.79		
	Hertz Rent A Car	\$179.00		
		<b>SUB TOTAL</b>		<b>\$1,099.79</b>
		<b>TOTAL</b>		<b>\$6,907.16</b>
LEGAL FEES	Broadhurst Priestley's	\$1,340.00		
		\$244.00		
		<b>Sub Total</b>		<b>\$1,584.00</b>
		<b>Grand Total</b>		<b>\$8,491.16</b>

\*All \$ are CIDollars

# G.T. AUTOMOTIVE LTD

PO BOX 2226 \* GRAND CAYMAN KY1-1107 \* PH 345-945-3415 FAX 345-945-3405

Customer	Vehicle	PO #	Date Printed	Invoice
DANIEL SPIEGEL 10 Market St, #189, Camana Bay Grand Cayman, KY1-9006 Phone: 8458444 Phone2:	Plate: 103750 Make: 2003 BMW Model: X5 VIN: LV75267 Miles: 42880		02/15/2014	39961
Cell: 5258444 Fax:			Motor Hours: Motor: 3.0 Unit #: LHD Date Created: 02/13/2014	

### Work to be Performed

COOLANT LEAK-  
AC NOT COOLING  
CHECK DSC - WARNING ON DASH

Qty	Part / Tech	Description	Parts	Labor
2.00	Coolant	Engine Co.	28.00	
1.00	17 11 1 719 384	drain plug	7.00	
	Ruel	Computer Diagnostic Scan: READ OUT FAULT CODES - DSC STEERING ANGLE SENSOR CODE OCCURED SEVERAL TIMES CANT DELETE FAULT RECOMMEND STEERING ANGLE SENSOR		125.00
	Ruel	pressure test cooling system- found leak coming from radator drain plug - replace drain plug		85.00
	Ruel	RECOVERED .97 LBS RECHARGE FREON .97 LBS - FOUND A/C COMPRESSOR NOT BUILDING ANY PRESSER - NEED NEW COMPRESSOR & DRYER.		85.00

### Service Recommendations

a/c compresspr, dryer, steering angle sensor

We offer the full range of BMW, MINI, and Kia vehicles- ask us for more details.

I hereby authorize the repairs to be done along with the provision of all necessary parts and materials. Your employees may operate my vehicle for purposes of testing, inspection. I will also be responsible for all costs of repairs, parts and materials and agree to pay upon completion. If I should fail or refuse to pay I hereby authorize G.T. AUTOMOTIVE LTD, to hold or seize my vehicle anywhere on the Cayman Islands. I will not hold G.T. AUTOMOTIVE responsible for loss or damage to my vehicle or contents within

X

Received By \_\_\_\_\_

Save old parts?  Y  N

Labor	295.00
Parts	35.00
Addl Charges	0.00
	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	9.00
F.E.T.	0.00
Inspection	0.00
Amount Pd	0.00
<b>Total Due</b>	<b>\$339.00</b>

# G.T. AUTOMOTIVE LTD

PO BOX 2226 \* GRAND CAYMAN KY1-1107 \* PH 345-945-3415 FAX 345-945-3405

Customer	Vehicle	PO #	Date Printed	Invoice #
DANIEL SPIEGEL 10 Market St, #189, Camana Bay Grand Cayman, KY1-9006 Phone: 9458444 Phone2:	Plate: 103750 Make: 2003 BMW Model: X5 VIN: LV75267 Miles: 42885		2/28/2014	40181
Cell: 5258444 Fax:			Motor Hours: Motor: 3.0 Unit #: LHD Date Created: 2/27/2014	

### Work to be Performed

REPLACE AC COMPRESSOR AND DRYER SUPPLIED

Qty	Part / Tech	Description	Parts	Labor
1.00	32 30 6 793 632	ANGLE SENSOR	375.00	
1.00	A/C Oil	R134 oil	6.00	
	Craig	Computer Programming: ENCODE SZL		175.00
	Craig	Replace ac compressor and dryer supplied		170.00
	Craig	REPLACE LH FRT DOOR HANDLE		42.50
	Craig	REPLACE SZL		127.50

*Proante  
R134*

### Service Recommendations

We offer the full range of BMW, MINI, and Kia vehicles- ask us for more details.

*Total \$2967.84  
USD*

Labor	515.00
Parts	381.00
Addl Charges	0.00
	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	9.00
F.E.T.	0.00
Inspection	0.00
Amount Pd	0.00
<b>Total Due</b>	<b>\$905.00</b>

I hereby authorize the repairs to be done along with the provision of all necessary parts and materials. Your employees may operate my vehicle for purposes of testing, inspection. I will also be responsible for all costs of repairs, parts and materials and agree to pay upon completion. If I should fail or refuse to pay I hereby authorize G.T. AUTOMOTIVE LTD. to hold or seize my vehicle anywhere on the Cayman Islands. I will not hold G.T. AUTOMOTIVE responsible for loss or damage to my vehicle or contents within.

X  Save old parts?  Y  N *9103.66*

Received By \_\_\_\_\_

1

PENDING

WAYNE LAIS

02/19/14

PQ53430  
BMR

CASH SALE

1	0	64-52-6-918-000	AIR-CONDITIONER COM	1388.56	1057.95	1057.95
1	0	64-53-6-942-025	DRIER INSERT	168.36	115.12	115.12
1	0	51-41-8-265-137	DOOR HANDLE FRONT L	96.98	66.31	66.31
1	0	32-30-6-793-632	STEERING ANGLE SENS 3101	328.77	224.80	224.80

1464.18

RESTOCK CHARGE 0.00

TAX 0.00

FREIGHT 0.00

1464.18

ACCOUNTING COPY



\*\* PRICE QUOTE \*\*  
15:58:01 PAGE 1 OF 1  
NET531

1

PENDING

WAYNE LAIS

02/19/14

PQ53430  
BMR

CASH SALE

1	0	64-52-6-918-000	AIR-CONDITIONER COM	1388.56	1057.95	1057.95
1	0	64-53-6-942-025	DRIER INSERT	168.36	115.12	115.12
1	0	51-41-8-265-137	DOOR HANDLE FRONT L	96.98	66.31	66.31
1	0	32-30-6-793-632	STEERING ANGLE SENS 3101	328.77	224.80	224.80

1464.18

RESTOCK CHARGE 0.00

TAX 0.00

FREIGHT 0.00

1464.18

CUSTOMER COPY

\*\* PRICE QUOTE \*\*  
15:58:01 PAGE 1 OF 1  
NET531

# 1200.63 KYD

# G.T. AUTOMOTIVE LTD

PO BOX 2226 \* GRAND CAYMAN KY1-1107 \* PH 345-945-3415 FAX 345-945-3405

Customer	Vehicle	PO #	Date Printed	Invoice
DANIEL SPIEGEL 10 Market St, #189, Camana Bay Grand Cayman, KY1-9006 Phone: 9458444 Phone2:	Plate: 103750 Make: 2003 BMW Model: X5 VIN: LV75267 Miles: 43051		3/12/2014	40358
Cell: 5258444 Fax:			Motor Hours: Motor: 3.0 Unit #: LHD Date Created: 3/12/2014	

## Work to be Performed

SERVICE CALL TO THE SOVEREIGN APARTMENTS WEST BAY ROAD. DEAD BATTERY

Qty	Part / Tech	Description	Parts	Labor
1.00	61 21 7 604 822	90 AH BATTERY	389.00	
	Hector	Load Test Battery, Check Alternator charging, Check Starter Current Draw, Clean battery terminals, Charge and check battery if necessary. Load Test Result: BATTERY FAILED - REPLACE BATTERY		30.00
	Hector	CHARGING: 13.90V SERVICE CALL TO THE SOVEREIGN APARTMENTS WEST BAY ROAD.		85.00

## Service Recommendations

We offer the full range of BMW, MINI, and Kia vehicles- ask us for more details.

I hereby authorize the repairs to be done along with the provision of all necessary parts and materials. Your employees may operate my vehicle for purposes of testing, inspection. I will also be responsible for all costs of repairs, parts and materials and agree to pay upon completion. If I should fail or refuse to pay I hereby authorize G.T. AUTOMOTIVE LTD. to hold or seize my vehicle anywhere on the Cayman Islands. I will not hold G.T. AUTOMOTIVE responsible for loss or damage to my vehicle or contents within.

X \_\_\_\_\_  
Received By

Save old parts?  Y  N \_\_\_\_\_

Labor	115.00
Parts	389.00
Add Charges	0.00
	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	0.00
F.E.T.	0.00
Inspection	0.00
Amount Pd	0.00
<b>Total Due</b>	<b>\$504.00</b>

# G.T. AUTOMOTIVE LTD

PO BOX 2226 \* GRAND CAYMAN KY1-1107 \* PH 345-945-3415 FAX 345-945-3405

Customer	Vehicle	PO #	Date Printed	Invoice
DANIEL SPIEGEL 10 Market St, #189, Camana Bay Grand Cayman, KY1-9006 Phone: 9458444 Phone2:	Plate: 103750 Make: 2003 BMW Model: X5 VIN: LV75267 Miles: 43241		5/6/2014	41173
Cell: 5258444 Fax:			Motor Hours: Motor: 3.0 Unit #: LHD Date Created: 5/5/2014	

## Work to be Performed

REPLACE FRONT DOOR HANDLE PULLS  
REPLACE SUNROOF COVER  
REPLACE FRONT DRINK HOLDER  
CHECK FRONT END- TIE RODS  
OIL SERVICE

Qty	Part / Tech	Description	Parts	Labor
1.00	51 41 8 265 138	rt door handle	66.00	
2.00	51 33 7 008 409	Clips	2.00	
1.00	11 42 7 512 300	OIL FILTER	24.00	
7.00	5W 30 SYN	SYNTHETIC OIL	63.00	
1.00	OIL DISPOSAL	OIL DISPOSAL	5.00	
1.00	H7	DEGREASER	7.00	
	Chris	BMW / MINI OIL SERVICE: Replace engine oil and filter & reset service indicator Replace or clean air filter & micro filter for air conditioning Check tyres and pressures-- rotate tyres if applicable Check park brake function, lights, steering, suspension and top up fluids Clean exterior Brakes pad thickness Front / Rear: 1MM/9MM Tyre tread thickness: Front / Rear: 4MM/4MM		128.00
		Test drive.		
	Chris	DUTY ON PART SHIPPED IN		76.24
	Chris	FRONT END IS GOOS- SZL WAS REPLACED		0.00
	Chris	REPLACE FRONT DRINK HOLDER IN CONSOL		170.00
	Chris	REPLACE RH FRONT DOOR PULL- INNER SILVER TRIM ON BOTH HANDLES IS BRITTLE AND AS TRIM IS PRYED OFF TIPS OF CLIPS BREAK- NEEDS BOTH NEW SILVER TRIMS		42.50
	Chris	SUN ROOF COVER WAS WRONG-		0.00

## Service Recommendations

SUN ROOF SHADE, ANTHRACITE , BOTH FRONT DOOR SILVER TRIMS

We offer the full range of BMW, MINI, and Kia vehicles- ask us for more details.

I hereby authorize the repairs to be done along with the provision of all necessary parts and materials. Your employees may operate my vehicle for purposes of testing, inspection. I will also be responsible for all costs of repairs, parts and materials and agree to pay upon completion. If I should fail or refuse to pay I hereby authorize G.T. AUTOMOTIVE LTD. to hold or seize my vehicle anywhere on the Cayman Islands. I will not hold G.T. AUTOMOTIVE responsible for loss or damage to my vehicle or contents within .

X

Received By

Save old parts?  Y  N

Labor	416.74
Parts	167.00
Add Charges	0.00
	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	9.00
F.E.T.	0.00
Inspection	0.00
Amount Pd	0.00
<b>Total Due</b>	<b>\$592.74</b>



PARTS INVOICE

CUST. NO.	TAX EXEMPT NUMBER	CUST. P. O. NO.	SHIP VIA	PAY	SOLD BY	INVOICE DATE	INVOICE NO.
10862	952-941-3333			PENDING	WILLIAM JANOUSEK	04/04/14	198646 BMR
seastar62@mac.com DANIEL J SPIEGEL 7104 VALLEY VIEW RD EDINA, MN 55439-1654				LV75267 612-961-3333			

QTY	UNIT	PART NUMBER / DESCRIPTION	BN	LIST	NET	AMOUNT	RETURN POLICY
1	0	54-13-8-408-968 CEILING FRAME COVER		605.01	413.68	413.68	
1	0	51-16-8-408-026 CENTER CONSOLE INSE		232.79	159.18	159.18	
1	0	51-41-8-265-137 DOOR HANDLE FRONT L 410C		96.98	66.31	66.31	

639.17

TAX 46.50

FREIGHT 0.00

685.67

Parts: 952-303-7502

Fax: 952-303-7432

CUSTOMER COPY



**BMW OF MINNETONKA**  
 16822 Wayzata Road  
 Minnetonka, MN 55345  
 Phone: 952-892-1111  
 www.edina.com

13:56:07 PAGE 1 OF 1  
NET531

# G.T. AUTOMOTIVE LTD

PO BOX 2226 \* GRAND CAYMAN KY1-1107 \* PH 345-945-3415 FAX 345-945-3405

Customer	Vehicle	PO#	Date Printed	Invoice
DANIEL SPIEGEL 10 Market St, #189, Camana Bay Grand Cayman, KY1-9008 Phone: 9458444 Phone2:	Plate: 103750 Make: 2003 BMW Model: X5 VIN: LV75267 Miles: 43679		5/28/2014	41481
Cell: 5258444 Fax:			Motor Hours: Motor: 3.0 Unit #: LHD Date Created: 5/26/2014	

### Work to be Performed

REPLACE SUN ROOF SHADE --

Qty	Part / Tech	Description	Parts	Labor
1.00	54 12 8 263 962 Hector	LINER REPLACE SUNROOF SLIDING LINER - LH REAR SIDE WAS OFF THE TRACK HAD TO REMOVE SUNROOF TO REINSTALL-CLEAN YELLOW MATERIAL FROM OLD LINER- ROOL LINER LOOSE FROM SLIDING LINER FOLDING ON IT	578.00	510.00

### Service Recommendations

BOTH FRONT DOOR SILVER TRIMS, REAR DOOR SEAL CLIPS

We offer the full range of BMW, MINI, and Kia vehicles- ask us for more details.

I hereby authorize the repairs to be done along with the provision of all necessary parts and materials. Your employees may operate my vehicle for purposes of testing, inspection. I will also be responsible for all costs of repairs, parts and materials and agree to pay upon completion. If I should fail or refuse to pay I hereby authorize G.T. AUTOMOTIVE LTD. to hold or seize my vehicle anywhere on the Cayman Islands. I will not hold G.T. AUTOMOTIVE responsible for loss or damage to my vehicle or contents within

X  
Received By \_\_\_\_\_

Save old parts?  Y  N

Labor	510.00
Parts	578.00
Addl Charges	0.00
	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	9.00
F.E.T.	0.00
Inspection	0.00
Amount Pd	0.00
<b>Total Due</b>	<b>\$1,097.00</b>

# G.T. AUTOMOTIVE LTD

PO BOX 2226 \* GRAND CAYMAN KY1-1107 \* PH 345-945-3415 FAX 345-945-3405

Customer	Vehicle	PO #	Date Printed	Invoice
DANIEL SPIEGEL 10 Market St. #139, Camana Bay Grand Cayman, KY1-9008 Phone: 945-4441 Phone2:	Plate: 103750 Make: 2003 BMW Model: X5 VIN: LV75267 Miles: 43687		05/30/2014	41550
Cell: 5258444 Fax:			Motor Hours: Motor: 3.0 Unit #: LHD Date Created: 05/30/2014	

check

Qty	Description	Parts	Labor
1.00	FRONT BADGE	65.00	
1.00	Plug Tire repair	10.00	
	REPAIR REAR LH TIRE		0.00

### Service Options

We offer the range of BMW, MINI, and Kia vehicles-ask us for more details.

I hereby authorize the repairs to be done along with the provision of all necessary parts and materials.  
Your company will be responsible to operate my vehicle for purposes of testing, inspection. I will also be responsible for all costs of parts and materials and agree to pay upon completion. If I should fail or refuse to pay  
I hereby authorize G.T. AUTOMOTIVE LTD. to hold or seize my vehicle anywhere on the Cayman Islands.  
I hereby authorize G.T. AUTOMOTIVE responsible for loss or damage to my vehicle or contents within

X Save old parts?  Y  N

Labor	0.00
Parts	75.00
Addl Charges	0.00
	0.00
Towing	0.00
Sublet	0.00
Sales Tax	0.00
Shop Charge	0.00
F.E.T.	0.00
Inspection	0.00
Amount Pd	0.00
<b>Total Due</b>	<b>\$75.00</b>



**Detail Continued**

				Amount
06/17/14	WEST BAY ROAD ESSO GEORGE TOWN Description 562080	CY		\$87.50
06/18/14	COSTCO WHSE #0377 00ST LOUIS PAR 7635829603	MN		\$49.24
06/18/14	COSTCO WHSE #0377 00ST LOUIS PAR 7635829603	MN		\$247.54
06/19/14	COSTCO GAS #0377 000ST LOUIS PAR 7635829600	MN		\$37.46
06/22/14	SUPERAMERICA 4497/UNGOLDEN VALLEY Description UNBRANDED TAX	MN		\$24.58
06/25/14	REPUBLICAN NATIONAL WASHINGTON 800-445-5768	DC		\$5.00
06/27/14	HOLIDAY STNSTORE 021EDINA (952)921-5211	MN		\$91.68
06/28/14	SUPERAMERICA 4342/UNAPPLE VALLEY Description UNBRANDED TAX	MN		\$16.60
07/01/14	COSTCO #2 1-800-774-2678 Description For Membership- 111830407173	WA		\$110.00

71.75 KYD

**Fees**

		Amount
<b>Total Fees for this Period</b>		<b>\$0.00</b>

**Interest Charged**

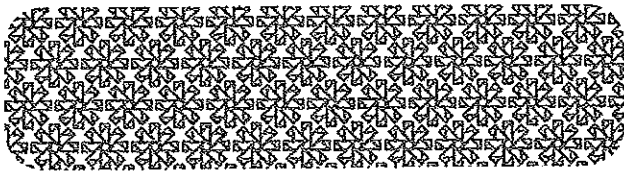
		Amount
<b>Total Interest Charged for this Period</b>		<b>\$0.00</b>

**2014 Fees and Interest Totals Year-to-Date**

		Amount
Total Fees in 2014		\$0.00
Total Interest in 2014		\$0.00

I PAID YOU THE CAR  
MAY 16<sup>th</sup> - 2014 -  
IT IS IN MY NAME NOW

THANKY



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**DANIEL J. SPIEGEL**  
P.O. BOX 398078  
EDINA, MN 55439-8078

**U.S. BANK NATIONAL ASSOCIATION**  
MINNEAPOLIS, MN 55480  
17-2/010

9823

6/17/14

PAY TO THE ORDER OF Paulo Paloni \$ \*\*\*13,414.63

Thirteen thousand, four hundred fourteen and 63/100\*\*\*\*\* DOLLARS

MEMO: Paulo Paloni  
Luca Restaurant  
PO Box 31446  
Grand Cayman KY1-1206  
CAYMAN ISLANDS  
Return of sale funds 2003 BMW X5

*Daniel J. Spiegel*

⑈009823⑈ ⑆091000022⑆ 120222954519⑈

© 2011 INTUIT INC. # 1191. 1-800-431-8810

WITH METAL

WITH METAL

▲ TAMPER RESISTANT TONER AREA ▲

Details on Back

Intuit® CheckLock™ Secure Check

L 1013208 0

HERTZ RENT A CAR HERTZ SYSTEM LICENSE 441-943-1178  
GRAND CAYMAN, 250 QUEENS ROBERT DRIVE #10  
GRAND CAYMAN, CI

DANIEL JOEL SPICER

LIC #: 235194  
LIC STATE: CI EXP: 05/05/11

RENTAL: GRAND CAYMAN 79824-50  
05/05/14 18.41  
RETURN: GRAND CAYMAN 79824-50  
05/05/14 18.50  
DUE: GRAND CAYMAN 79824-50  
05/06/14 18.41

AUTH: AMX XXXXXXXXXX1003 534564705/05/14/\$ 350.00 MI IN: SPD MI USE: 10413  
RETURN: AMX XXXXXXXXXX1003 534564705/05/14/\$ 53.95 MI OUT: 10366  
RATE CLS: C MI DRIVEN: 47  
MI ALLOWED: 47  
MI CHARGED: 0

OWN/VIN: 79824/34035 TYPE: 2013 OPTIMA LIC: KY 49044  
FUEL OUT: 8/8 FUEL IN: 8/8 TRNK CAP: 18.5 ROW/STALL: /

LOW DECLINED AT \$ 19.95 PER DAY (NT) FULL VALUE  
LIS ACCEPTED AT \$ 12.95 PER DAY (NT)  
ERA DECLINED AT \$ 4.95 PER DAY (NT)

FPO DECLINED - FUEL & SVC APPLIED

EX DAYS 1 (T) \$ 25.00 EA \$ 25.00  
WEEKL 0 (T) \$ 0.00 EA \$ 0.00  
SHORT-TAL (T) \$ 0.00 EA \$ 0.00  
FUEL & SVC (NT) \$ 0.690 MI \$ 16.5000L \$ 12.95  
LIC (NT) \$ 0.00 \$ 0.00  
MISC FEES (NT) \$ 0.00 \$ 0.00  
VERF FEE (NT) \$ 6.00 PER DAY \$ 6.00  
TAXABLE SUBTOTAL (NT) \$ 2.00 PER DAY \$ 2.00  
TOTAL CHARGES 47 \$ 25.00  
CHARGED ON AMX 0 \$ 53.95

PREPARED BY: GCONRA  
COMPLETED BY: GCONMK  
DRS/DATE: 05/05/14

ALL VEHICLES MUST BE CARED FREE AND DRY OR A CLEAN UP FEE WILL BE ADDED UPON RETURN. MINIMUM FEE OF \$

THANK YOU FOR RENTING FROM HERTZ.  
CUSTOMER RESPONSIBLE FOR DAMAGE TO  
TIRES AND RIMS. A MINIMUM CHARGE OF  
\$300 FOR WET KEYS. DRIVE CAREFULLY

EMAIL:  
Fuel@luxurycarsky.com

THANK YOU FOR RENTING FROM HERTZ

STATEMENT OF CHARGES - NOT VALID FOR RENTAL

HERTZ RENT A CAR HERTZ SYSTEM LICENSE 345-943-4378  
GRAND CAYMAN, 250 OWENS ROBERT DRIVE #10  
GRAND CAYMAN, CI

L 1013850 5

DANIEL SPIEGEL

LIC #: 235194  
LIC STATE: KY EXP: 05/22/17

RENTAL: GRAND CAYMAN 79824-60  
RETURN: GRAND CAYMAN 79824-50  
DUE: 05/27/14 14.00

AUTH: AMX  
RETURN: AMX

247434/05/26/14/\$ 250.00  
247434/05/26/14/\$ 146.85

PLAN IN: SPD MI IN: 3286  
PLAN OUT: SPD MI OUT: 3256  
RATE CLS: L MI DRIVEN: 30  
MI ALLOWED: 30  
MI CHARGED: 0

OWN/VEH: 79824/155814 TYPE: 2014 ELANTRA LIC: CI 155814  
FUEL OUT: 8/8 FUEL IN: 8/8 TANK CAP: 13.0 ROW/STALL: /

- LDW DECLINED AT \$ 15.95 PER DAY (NT) FULL VALUE  
- LIS ACCEPTED AT \$ 12.95 PER DAY (NT)  
- ERA DECLINED AT \$ 4.95 PER DAY (NT)

FPO DECLINED - FUEL & SVC APPLIED

DAYS 3 (T) \$ 28.00 EA \$ 84.00  
EX DAYS 0 (T) \$ 0.00 EA \$ 0.00  
WEEKS 0 (T) \$ 0.00 EA \$ 0.00  
SUBTOTAL (T) \$ 84.00  
FUEL & SVC (NT) \$ 0.520 MI \$ 16.500GLS \$ 84.00  
LIS (NT) \$ 38.85  
VERF FEE (NT) \$ 6.00 PER DAY \$ 18.00  
VLF (NT) \$ 2.00 PER DAY \$ 6.00  
TAXABLE SUBTOTAL (NT) \$ 84.00  
TAX 0.000% \$ 0.00  
TOTAL CHARGES \$ 146.85  
CHARGED ON AMX \$ 146.85

PREPARED BY: GCOMK  
COMPLETED BY: GCOMK  
DREDATE: 05/28/14

ALL VEHICLES MUST BE SAND FREE AND DRY OR A CLEAN UP FEE WILL BE ADDED UPON RETURN. MINIMUM FEE OF \$

THANK YOU FOR RENTING FROM HERTZ.  
CUSTOMER RESPONSIBLE FOR DAMAGE TO  
TIRES AND RIMS A MINIMUM CHARGE OF  
\$100 FOR WET KEYS. DRIVE CAREFULLY

EMAIL:  
rubio@luxurycarsky.com

THANK YOU FOR RENTING FROM HERTZ  
STATEMENT OF CHARGES - NOT VALID FOR RENTAL



RENTAL AGREEMENT NUMBER 502525402

RECEIPT

YOUR INFORMATION

Customer Name : SPIEGEL, DANIEL  
Methods Of Payment : AMEX XX1053

YOUR VEHICLE INFORMATION

Avis Car Number : 2 8 3 1 3 ; 3 3  
Plate Number : CT 14G244  
Veh Gp Charged : Compact  
Veh Gp Rented : Compact  
Veh Description : MID HYUNDAI 3-DR  
Total Driven : 2 Rts Odometer, To: 10 Rts  
Fuel Gauge Reading: Full

YOUR RENTAL

Pickup Date/Time : FEB 13, 2014 05:00 PM  
Pickup Location : AIRPORT RD  
GEORGETOWN, CT

Return Date/Time : FEB 20, 2014 04:50 PM  
Return Location : AIRPORT RD  
GEORGETOWN, CT

YOUR VEHICLE CHARGES:

DATE	TIME	RELEASE
RHS	7 DAY	
RHS	Rate Chart	
Rate	Unlimited	
Rate	16.33	
Rate	49.00	1070 49.00= 49.00
Rate	49.00	
Rate	343.00	7000 343.00= 2401.00
Rate		
Taxable Fees		
Subtotal Charges:		735.00
NEW TAXABLE ITEMS		
USF \$6.00/LR 2.00/Day		150.00
Your Total Charges Paid:		885.00
Prepayment :		.00
NET CHARGES:	USD	885.00
Your Total Due:		0.00
Fuel service:	.3710/RH 16.250/Gal	

PRODUCTS/SERVICES

NOTICES -----AVIS----- NOTICES -----AVIS----- NOTICES -----AVIS----- NOTICES -----AVIS----- NOTICES  
By my signature, I acknowledge receipt of all notices which appear on this rental agreement and which are stated on the rental document portfolio provided.

Thank you for your rental and we look forward to hearing about your experience at [avisidbbyshop.com](http://avisidbbyshop.com).  
If you have questions regarding this rental, call us at (345) 949-2468  
This vehicle was rented to you by BOMM This vehicle was checked in for you by BOMM

Airport Office (345) 949-2468/9 • fax: (345) 949-7127 • Open 7:00 am - 11:00 pm • Marriott (345) 945-0684  
The Ritz Carlton (345) 945-2468 • Westin Casuarina (345) 945-5585 • Open 8:30 am - 5:00 pm  
Emergency Contact (345) 949-5591 or (345) 949-2701 • Hours 7:00 am - 11:00 pm  
[avisgcm@candw.ly](mailto:avisgcm@candw.ly) • [www.aviscayman.com](http://www.aviscayman.com)



RENTAL AGREEMENT NUMBER 505029251

RECEIPT

YOUR INFORMATION

Customer Name : SPIEGEL, DANIEL  
Method Of Payment : AMEX XX1003

YOUR VEHICLE INFORMATION

Avis Car Number : 2 0 7 4 0 4 9 0  
Plate Number : CT 133546  
Veh Grp Chrged : Compact  
Veh Grp Rented : Compact  
Veh Description : HAT SUZUKI SUZUKI  
Total Driven : 149 Miles Odometer In: 153 Mile  
Fuel Gauge Reading: Full

YOUR RENTAL

Pickup Date/Time : JUN 05, 2014 05:15:04 AM  
Pickup Location : AIRPORT HQ  
GEORGETOWN, CT

Return Date/Time : JUN 05, 2014 05:12:12 PM  
Return Location : AIRPORT HQ  
GEORGETOWN, CT

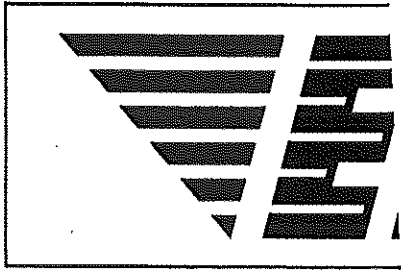
YOUR VEHICLE CHARGES:

IN	1 DAY	6 DAY	TIME AND MILEAGE	
Rate Chart				
Miles	Unlimited			
R/LY	8.01			
M/LY	10.00	70YO	10.00	30.00
R/RT				
TAXABLE FEES				
Subtotal Charges				36.00
NON TAXABLE FEES				
REF \$6.00/REF 2.00/DAY				15.00
Your Total Charges Paid:				51.00
Repayment :				.00
NET CHARGES:		USD		51.00
Your Total Due:				0.00
Fuel service:	.4276/Kil	16.250/Gal		

PRODUCTS/SERVICES

NOTICES AVIS NOTICES AVIS NOTICES AVIS NOTICES  
I, by my signature, I acknowledge receipt of all notices which appear on this rental agreement and which are stated on the rental document portfolio provided.

Thank you for your rental and we look forward to hearing about your experience at [avisdl@yahoo.com](mailto:avisdl@yahoo.com).  
If you have questions regarding this rental, call us at 345-949-2468.  
This vehicle was rented to you by LOBBIE  
This vehicle was checked in for you by TRICE



**GLOBAL EXPRESS MAIL**  
UNITED STATES POSTAL SERVICE®



EE001513094KY\*

Arrival  
For Exchange Office use only  
AVO of Arrival Dispatch Number

11:01 AM 0219

25 JUN 14 KY

02:05 PM EEM

Delivery  
Scan as appropriate. Obtain recipient signature on Form 3849, Delivery Receipt

6:27 PM PM Dea

Employee Signature

**CAYMAN I**



CUST

PS FORM 56261, September 2007

Deliver By 3:00 PM Today

**MAIL**

**RVI**

EE001513094KY

**554**

**PRESS FIT**

**EMS EXPRESS MAIL SERVICE**



INTERNATIONAL EXPRESS CAYMAN ISLANDS



EE 001513094 KY

FROM (Name and Address of Sender)  
PAOLO POLONI  
c/o WCA RESTAURANT  
WEST BAY RD  
GRAND CAYMAN  
Country CAYMAN ISLANDS

Tel No. 345 517 302

TO (Name and Address of Addressee)  
DANIEL J. SPIEGEL  
P.O. BOX 398078  
EDINA, MN 55439-8078  
Country USA

Tel No.

CN22	CUSTOMS DECLARATION Itemised list of contents	Net Weight	Value CI\$	Gift Tick (✓) as appropriate	Sample
	DOCS	lb. oz.			

Date of Posting 23 / 06 / 14	Gross Weight lb. 3.1 oz.	Postage: CI\$ 18.00
Delivery Attempted	Date / /	Time
Signature of Delivery Employee	X	
Signature of addressee or Agent	X	

Special provision of a claim within 21 days of dispatch, the Postmaster General may refund up to US\$100 for loss or damage to contents of an express postal package, or the difference between regular postage and express postage not exceeding US\$100, if an express package is not delivered within 7 days of dispatch. Items that this form does not contain any dangerous article or restricted goods prohibited by the Postal and Air Carriage Regulations. I accept the terms and conditions of carriage. I certify the information given is correct.

*[Signature]*  
Signature of Sender

ADDRESS LABEL

SENDER INSERT INVOICES & COD DOCUMENTS  
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No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

**Between:**

Daniel Spiegel

Plaintiff

**AND:**

Paulo Patoni

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

Paulo Patoni  
Luca Restaurant  
871 West Bay Road 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 \_\_\_\_\_, 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.