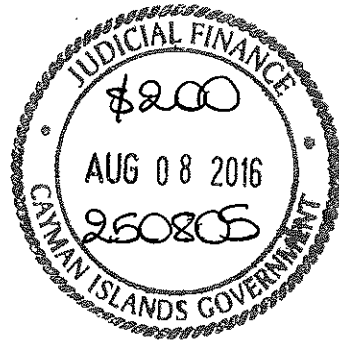


Form No. 1

Writ of Summons (06, r.1)



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 1147 of 2016

BETWEEN: CADIAN EBANKS

PLAINTIFF

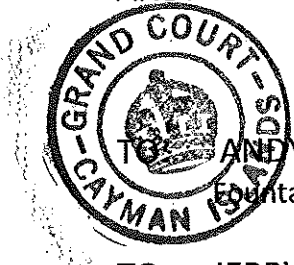
AND: ANDY'S AUTO GARAGE

First DEFENDANT

AND: GERRY PARSONS

Second DEFENDANT

WRIT OF SUMMONS



TO: ANDY'S AUTO (Auto repair garage)
Fountain Road, West Bay, Grand Cayman, Cayman Islands.

TO: JERRY PARSONS (Manager of Andy's Auto repair garage)
Fountain Road, West Bay, Grand Cayman, Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next pages.

Within fourteen (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's Office, P. O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 08/ ___ day of AUGUST 2016.

Signed by *Rach Ebanks*

NOTE -This Writ may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (6) months) beginning with the date of issue unless renewed by Order of the Court.

IMPORTANT

STATEMENT OF CLAIM

THE PLAINTIFF CLAIMS THAT THE DEFENDANTS TO THIS WRIT OWES HIM THE AMOUNT OF EIGHTY FIVE THOUSAND NINE HUNDRED CAYMAN ISLANDS DOLLARS, CI\$85,900.00, for his truck and its contents. BEING ILLEGALLY CONFISCATED WITHOUT ISSUING OR HAVING A CONSUMER PROTECTION AGREEMENT POLICY.

THE PLAINTIFF FURTHER CLAIMS for vehicle transportation at the rate of Fifty Cayman Islands dollars, CI\$50.00, for each day starting at January 01, 2016 up to and until the date these claims are settled by the defendants.

THE PLAINTIFF FURTHER CLAIMS that this ordeal has brought on extreme severe stress by the illegal confiscation by the defendants' actions and have caused him much pain and suffering, days in the hospital, and have suffered a stroke. As a result, the doctor has advised him that he will have to be on medication the rest of his life. The side effects of this medication will cause other complications which will eventually bring more harm to my health. The Plaintiff is now claiming Seven Hundred Seventy Five Thousand Cayman Islands dollars, CI\$775,000.00 from the defendants to this case, Andy's Auto and Gerry Parsons.

1. THE PLAINTIFF notes that the Dodge Ram pick-up truck engine was starting before it was taken away from his premises by Andy's Auto tow truck on January 1, 2016.
2. THE PLAINTIFF says that without the benefit of the Customer Consumer Policy Agreement I immediately informed the lady at the front desk of the conditions of the vehicle and the new parts that were recently installed by him, the Plaintiff. The Plaintiff further states that he told the lady at the front desk that after he installed the new parts, the engine of the truck was starting but not satisfactorily. He then again consulted the Service Manual for the truck which indicated that he should take the vehicle into a service garage for a diagnostic check to be performed.
3. THE PLAINTIFF claims that the Dodge Ram pick-up truck was parked on Andy's Auto repair garage premises from the date of January 1st 2016, including and remaining to this immediate date, and the filing of this Writ.
4. THE PLAINTIFF claims that on January 4th 2016 around mid morning he visited Andy's Auto to check on the progress of the repairs, if any. He spoke to a man standing by the vehicle to whom he asked a question. "Anything yet?" The man said, "that looks like a fuel problem." The following day the man confirmed to the Plaintiff that the vehicle did not have a fuel problem and the vehicle is not starting. Then on January 6th, I visited

Andy's Auto again. At this point I witnessed the same man changing the spark plugs on the vehicle. I spoke to him and he advised t me that he was changing the spark plugs. After he changed the spark plugs he advised me that the vehicle was still not starting. On January 1st, I had told the lady at the front that the spark plugs were new. These were amount the list of parts I advised her about. The man went on to say that "1 and 2 spark plug is not good".

5. THE PLAINTIFF checked in at Andy's Auto repair garage on Monday, January 11th and was told by the lady at the front desk that "as up to today, you don't owe us anything". She also stated that the mechanic wanted permission. I was dumb-founded and clueless as to what she or he was needing permission for. I requested that I wanted the engine of vehicle to be in starting condition, same as when then received it, and same as when it was taken from my premises.
6. THE PLAINTIFF states that on January 13th he spoke to the Manager, Gerry Parsons concerning the vehicle not being able to start and whether his mechanic was competent and knowledgeable to repair my vehicle. He replied, "I guarantee you I know the man, he's good, and he know what he is doing...just give him a chance to proved himself." I then left his office. Up to this point, I have not received any telephone calls from the Andy's Auto repair garage to advise me on the progress or to the contrary.
7. THE Plaintiff claims that on Thursday, January 14th 2016 I went by the repair garage to advise him that I wanted my truck on Friday, January 15th. The manager, Gerry Parsons, immediately handed me a Bill and told me to pay the bill and then I could have my vehicle. I considered this Bill to be fraudulent as the vehicle is now in a worse condition than when it was taken into the care of Andy's Auto on January 1st 2016. In addition, the Bill was calling for payment on parts that was newly installed at the time it was taken into the care of Andy's Auto repair garage and was clearly communicated to the lady at the front desk. Further, it was on January 11th that the lady on the front desk advised me that I did not owe any payment to Andy's Auto repair garage.
8. THE Plaintiff claims that as of Thursday, January 14th 2016, his vehicle is being held for ransom against a fraudulent Bill. Further, the Plaintiff considers that his vehicle is illegally confiscated. The Plaintiff confirms that he did not received or was presented with a Customer Consumer Agreement policy. The Plaintiff was advised by Andy's Auto repair garage that the engine of the vehicle does not start.
9. THE PLAINTIFF notes that its industry standards that when an auto repair garage is unable to identify the problem and/or repair the problem of a vehicle that the Customer is not obligated to make payment for their inabilities or lack of knowledge.
10. THE PLAINTIFF further says that his pick-up truck carries a tool box attached to the inside bed of the truck that house his working tools and is required on a daily basis for work.

11. THE PLAINTIFF further states that his reason for taking his pick-up truck to Andy's Auto repair garage was because its physically located on the opposite side of the street from his residence. Knowing that it would cost him more to call a tow truck from George Town, he called Andy's Auto for this type of service. Andy's Auto tow truck service cost me CI\$100 to take the vehicle approximately 100 feet across the road. Also I considered the inconvenience and cost of transportation of having to travel into George Town if I had taken the vehicle to a repair garage up there.
12. THE PLAINTIFF say that he was not given or advised, either in writing or verbally, of any payment policy, of any confiscation policy, of any service order regulations, of any regulations governing the service of the pick-up truck or of any payment for non-repair, or of any restrictions, rules, regulations whatsoever.
13. THE PLAINTIFF say that actions taken by the manager, Gerry Parsons of Andy's Auto repair garage inflicted extremely severe stress and profound anxiety and later suffered a stroke later in January 2016.
14. THE PLAINTIFF claims that due to this extremely severe stress he is now handicapped.

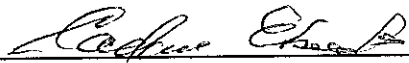
PARTICULARS OF CLAIM

1. THE PLAINTIFF claims from Andy's Auto Garage and the Manager, Gerry Parsons, owes the Plaintiff the sum of Eighty Five Thousand Nine Hundred Cayman Islands dollars for his vehicle, and it's contents, for each day starting January 1st 2016, including and up to the settlement of this Writ plus interest at 9.5% until the end of this case or trial.
2. THE PLAINTIFF claims rental of Fifty Cayman Islands dollars per day for his Dodge Ram pick-up truck which is illegally confiscated and held in the parking lot of Andy's Auto repair without a Customer Consumer Agreement Policy which would have advised him of his rights.
3. THE PLAINTIFF now claims that he has been prohibited in having the use of his pick-up truck to carry on his work as he has to maintain his rental apartments and have had to depend on other sources for materials and transportation.
4. THE PLAINTIFF is a retired building contractor, a senior citizen, working to maintain his own apartments which is his livelihood and sole source of financial income.

AND THE PLAINTIFF NOW says, should the Court fail to award the Plaintiff in this action, the Defendants must bear their own costs;

AND THE PLAINTIFF claims:

1. A specified sum of Cayman Islands dollars Eight Hundred Sixty Thousand Nine Hundred, CI\$860,900.00 from the Defendants for this action;
2. Interest on the sum of CI\$860900, 00. awarded by the Court at the rate of 18% per annum from January 1st 2016 to the date of judgment or sooner;
3. Filing Fees;ci\$ 200, 00.
4. All Legal fees;
5. All Court costs;
6. All Attorney fees;
7. Alternatively the Plaintiff claims interest on the said sum of CI\$860900, 00. pursuant to Section 34 of the Judicature Law (1995 Revision) at the rate of 5% per cent per annum from the date thereof or from the date of judgment or sooner;
8. Cost to be taxed or agreed;


Cadian Ebanks

This WRIT was issued by Cadian Ebanks, P.O. Box 223, West Bay, Grand Cayman KY1-1301, Cayman Islands, Tel 924-4915, Email Cadioncadion@gmail.com

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: of 2016

BETWEEN: CADIAN EBANKS

PLAINTIFF

AND: ANDY'S AUTO GARAGE

First DEFENDANT

AND: JERRY PARSONS

Second DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

OF WRIT OF SUMMONS

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 cost applying to set it aside.

1. State the full name of the defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

2. State whether the defendant intends to contest or otherwise participate in 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.

First Defendant's Signature

Second Defendant's Signature

Dated this 08 /AUGUST__ 2016.