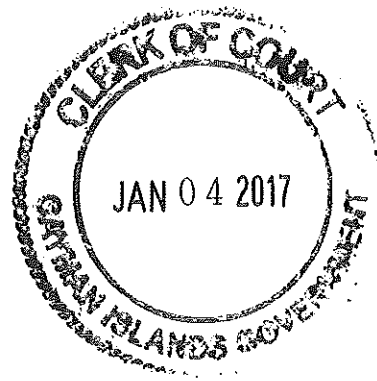


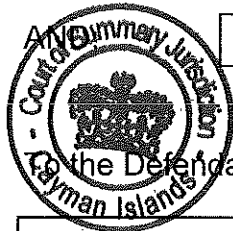
No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 0002 of 20 17

BETWEEN: RUSHANE SCOTT Plaintiff



SHANE JACKSON Defendant

Shane Jackson
Employer: Department of Environmental Health



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 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service from 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 4 day of January, 2017.

PARTICULARS OF CLAIM

On July 27, 2016 I, Rushane Scott, gave Shane Jackson a large amount of cash consisting of KYD\$9000, to order a 2007 Mercedes Benz from tradecarview.com, which is overseas (Japan). The transaction required us both to sign an agreement form stating that the vehicle would be purchased in exchange for the cash provided. Moreover, the agreement form required a witness, which was his then girlfriend, Samantha Brown. I was notified that after the transaction took place, the car would take a maximum of three months to reach the island.

Every two weeks, I would check in to ensure that the process of getting the car here was making progress. After the first two weeks, I was made aware that payment for the car had been confirmed and that the seller was looking to put it on the ship. About a month after the transaction, Shane contacted me stating that he required an additional KYD\$2800 in order to clear customs. However, I did not give him the cash to do so until the car was on island.

On September 17, 2016, tradecarview.com had put the same car Shane was ordering for me, back on the website where it would be available to other users. Seeing this, I began to worry and messaged Shane to ensure that he had truly ordered the car and that it was on its way here. However, following my message to Shane, the only replies I got was that he was going to meet me soon.

On September 18, 2016, I then messaged Shan again pursuing the conversation we had the day before. He then proceeded to tell me to meet him at Royal Palms so he could explain the situation to me. Hearing this, I decided to go to Royal Palms with my girlfriend, Selena Frederick. However, we didn't end up meeting Shane and decided to drive around town until he replied. Finally, he messaged me stating that he had been robbed at gun point the weekend of July 29-31 on School House Road. Knowing this, he had two days to deposit the cash he was given into his account.

That same day, Shane informed me that he was fully responsible for the cash that was stolen and would do whatever it takes to get me my cash back. He stated that he would put his bike and car up for sale or that he would take out a loan in order to repay the KYD\$9000. The only request he asked for, was for me to give him some time to get everything sorted. I did fulfill his one request and gave him a month to sort things out.

However, during this time period and constantly checking in with Shane to ensure that progress was being made, he blocked me on Whatsapp as well as my number to prevent calls from coming in. Realizing the situation I was in, I decided to report the crime to both the Police and the Financial Crimes Unit.

It is now December, which is 3 months since I've last heard from Shane, and I still have no information on whether or not I will be receiving the KYD\$9000 I had given him.

AND the Plaintiff claims:

1. The sum of KYD\$9000
2. Interest in the sum of KYD\$700 calculated at the prescribed rate from to date
3. Fixed costs of KYD\$300, alternatively costs to be assessed.

R. Scott

Plaintiff's Signature

Plaintiff's address for service

265 Butterfly Circle, Savannah
Bodden Town
Grand Cayman KY1-1110
Cayman Islands

PARTICULARS OF CLAIM

(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 send 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.

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ___ of 20___

BETWEEN: RUSHANE SCOTT Plaintiff

AND: SHANE JACKSON Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

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 put full particulars of your defence over leaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ___ day of _____, 20___