



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 27 of 20 18

BETWEEN: **SILVIA ONDINA RIVERA SALGADO** Plaintiff

AND: **MARLON DENIEUENKIRK** Defendant

To the Defendant

MARLON DENIEUENKIRK



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 Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Tow, Grand Cayman, 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 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 13th day of February, 20 18.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. On the night of 24th January 2018 the Defendant reversed in to my vehicle
2. At the time of the incident my vehicle was parked within the lines of my parking space at #9 Mizpah Apartments, 124 Adonis Drive, West Bay, Grand Cayman
3. My vehicle received damage to the left tail light, rear bumper and left chrome bumper moulding
4. Please see attached documentation relevant to my claim (statements 1 and 2, vehicle logbook and insurance, email and attached diagram of parking lot layout, estimates 1 and 2, photographs 1 to 13, receipts for expenses incurred due to this incident)

AND the Plaintiff claims:

1. The sum of CI\$ 903.79
2. Interest in the sum of CI\$ 0.00
3. Fixed costs of CI\$ 903.79, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service:

#124 Adonis Drive
Mizpah Apartments #9
West Bay
Grand Cayman

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ROYAL CAYMAN ISLANDS POLICE SERVICE
Statement Under Caution – Written By Officer

Name: Silvia Ondina Rivera Salgado Sex: F
D.O.B: 06/11/1991 Age: 26 Occupation: Customer Service
Address: 124 Adonis Apt 9 West Bay Phone No: 924 9000
Date statement taken: 06/02/2018 Place taken: West Bay Police Station
Time taken: 03:10 am No. of pages: 1 Officer taking statement: PC 313 Ellis
Nationality: Honduran Native tongue/dialect: Spanish
Other persons present: N/A

“You do not have to say anything but it may harm your defence if you do not mention when questioned something which you later rely on in court. Anything you do say may be given in evidence.”

I Silvia Rivera Salgado wishes to make a statement. I want someone to write down what I say. I have been told that I need not say anything unless I wish to do so, and that whatever I say may be given in evidence.”

I am the registered owner of a 2008 Lincoln Town car registration number 139 973. I lived with my boyfriend in a two bedroom units in Mizpah Apartment Complex unit #9. We have two parking spaces which come with each two bedrooms and the one bedroom as only one parking space. Our two parking spaces are exactly in front of our apartment.

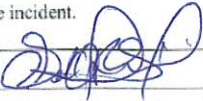
Unit #10 is at the end of the building and it has only one bedroom. The parking space for unit #10 is beside my parking space and Mr Marlon who lives in that unit with his family has two vehicles.

When I got home on Wednesday, the 24th January 2018 about 5:00 pm, Marlon's vehicle was not in the complex. I then parked my vehicle in my parking space and went inside my apartment. About 10:45 pm while inside my apartment I could hear Marlon truck reversing and then I heard a loud bang and I heard his wife screaming at him as if she was directing him. I then went outside to check out what was happening.

When I got outside I noticed that Marlon already has his wife vehicle parked in their parking space and he was trying to fit his truck in that one parking space and as a result he hit the back bumper on my vehicle and broke the left back light.

I then asked Marlon if he was going to fix my car and he said I will but I don't trust him because he is an aggressive person and he pulled a knife on my boyfriend before.

My vehicle was insured and license on day of the incident.

Signed by person making the statement: 

Signed by officer witnessing the statement: _____

I, Joshua Michael Rivers, D.O.B. 3rd March, 1985 Of #124 Adonis Drive, Mizpah Apartments #9, West Bay, Grand Cayman, do hereby make the following statement as a witness:

For approximately the past 6 to 8 years I have encountered problems with parking at my apartment complex due to the tenants of #10. There are 16 original parking spaces, which had been marked according to the original plan where the complex would have a second phase added. Without the second phase coming to fruition, this meant that the spaces were angled incorrectly, and the blocks were also never positioned and secured, or numbered as they should have been. The logical concept is that there are 4 two bedroom apartments, and 8 one bedroom, two parking spaces to each two bedroom (8 total) and one for each one bedroom (8 total). Despite all other tenants on my side understanding this concept despite the lack of proper markings, my immediate neighbor in #10, did not respect this. This meant that I have had to sacrifice and park one of my vehicles in the open parking area in the middle the entire time. There was a time when I was in possession of a vehicle which my father had imported to sell, which I parked in my space closest to them, and by the time I was ready to move the vehicle, the side facing them had been marked repeatedly by being hit with car doors. There was also an incident that took place where the tenant proceeded to park one of their vehicles on the complete opposite side, and when I was leaving for work at 5am the next day and saw this, I took the time to stick a note of the windshield stating that they learn to respect other people's parking.

This situation continued to the point where I got fed-up and actually stopped paying my strata in frustration, and just gave in and let them continue to take my space. In recent years after enduring having to drag my child in to the house through the night air and rain, and my girlfriend coming home late at night at times in the same situation, I finally decided to deal with things the right way. I paid my fees up to date, proceeded to get quotations to fix the parking lot, and then started to communicate with the strata managers. After being back and forth for over a year, I finally made the decision to take time away from my work duties, and attend the Annual General Meeting held on Saturday 18th November, 2017. At this meeting I again brought up the parking situation and the quotes which I had submitted before. I indicated that Reliable had come back to overlook the complex for any changes and measured once again. At this time it was realized that the length for the parking on the opposite side of me was too short to fit 8 proper spaces, and an alteration would need to be done to extend that side, so we looked at the situation and agreed on a solution. I indicated that in fairness of all tenants, I would deal with the alteration on my own. It was then agreed that the parking lot would get done. The old lines would be marked out, new lines made in the proper direction, blocks positioned according to government standard and secured with steel, and numbers stenciled according to the corresponding units.

On 10th January, 2018 Reliable attended the complex and proceeded to mark out the previous lines. On 11th January, 2018 they returned to begin marking in the new lines and rearranging the blocks accordingly, at which point they began to encounter problems with the tenants of #10. At the end of the day they would leave without having the positioning and numbering of the blocks done. Again, on 12th January, 2108, they returned in an attempt to complete the work, at which point they encountered problems and threats being made by the tenants of #10. They managed to get as far as to begin positioning the blocks, at which point it got so heated that they left in order to avoid further problems

developing as a result of the ignorance they had encountered. That evening Mr. Jason Smith of Reliable Industries sent a clear email indicating that they would not be returning to the complex to complete the job until proper notice was sent out to all tenants, and the matter was dealt with accordingly by the strata. Over the course of these three days, and the period following, the tenants of #10 continued to park as they pleased, and still prohibited me from parking properly, and in a way so that I was unable to gain access to my car on one side. They also proceeded to move the blocks from the position in which the Reliable worker had placed them, and place a neatly carved green arrow on the green as if to indicate this is where they feel the lines are supposed to be. After a few days I parked my vehicle as close as I could against theirs, while still remaining within my space, so they were now unable to gain access to their vehicle from that side and I left the vehicle parked. I also took photographic evidence of the situation during this time, which I have attached to this statement

On the morning of 20th January, 2018 sometime after just after 8:00am, I woke up with my 5 year old son and went downstairs in my apartment in order to get him breakfast. I placed his cereal on the table and went to the restroom. Shortly after, there was a loud pounding on my front door. My son proceeded to open the door at which point I heard an aggressive voice asking "Wey yo fatha dey?" I immediately recognized it to be that of the tenant of #10 and driver of a White Mitsubishi Canter flat bed truck, Registration Number 178026, to which I was parked next to, Marlon Denieuenkirk. My son answered and told him that I was in the restroom, at which point he proceeded to say "Tell him fi come move him fucking car!" At this point I immediately shouted and said "I'm not moving my car", and proceeded to put on my clothes and step outside to him and ask him "Whose child do you think you're talking to like that?!" He proceeded to mouth off and tell me to touch him if I think I'm bad and that if it's problems I want, it's problems I will get, to which I responded "if you want a problem you came to my door looking for it, so go ahead and do something". Realizing that he was trying to provoke me into throwing the first blow, I proceeded to just have words back and forth with him, until the point when he began to rush at me and I checked him and pushed him away. At that point he reached around his back and proceeded to pull a grey heavy duty box cutter / utility knife from the back of his pants and threaten me. This immediately sparked me and I told him now that he's shown the coward he really is, to go ahead and try to use it. Both he and his wife proceeded to tell me at that point that I shouldn't have touched him, and at that point my girlfriend, Sylvia, also stepped in and asked me to come inside before anything worse happens. I proceeded to tell him to try to use it until he turned and threw it in to his house through the front door and backed off, still running his mouth. At this point I looked at him and told him he was no one and a coward and a waste of my time. I walked away and turned my attention to my son who was crying hysterically at this point, and did my best to calm him down and comfort him. At 8:42am I proceeded to call the police to make the report, and ask them to come to the residence to warn him and resolve the matter before it got any worse. At 9:39am I called them back again, as they had still not attended my residence. At this point they advised me that the officers were tied up with a motor vehicle accident, but would be there as soon as they could. At 9:48am they returned my call and indicated that someone would be on their way. At 11:00am I received a call indicating that the officers were outside, and I could go out to speak with them. I opened my door and Officer Weatherburn and a second officer approached me. I proceeded to give my statement and explain to them what had happened, also confessing that I had pushed him when he rushed at me prior to him pulling the

weapon, and showing them the situation with the parking. I also showed them that it was clear that I was within my parking spaces, and to note that my car was not damaged in any way, and that I hope it doesn't become a situation where they get foolish enough to damage it. During the time of me giving my statement, Ms. Jonelle Ebanks of #6 across the lot from me came over, and proceeded to verify what I had said about the fact that she was also the owners of a one bedroom, and understood that she only had one parking, and how #10 had been preventing me from parking my second car since the time of her moving in to the complex. After taking my statement, they asked if I would like them to be warned, to which I said yes, and they went over to speak to #10, but no one answered the door at that time. I proceeded to give them the license plate number of the vehicle in which they had left, and they said that they would return later to see if they were home. At 1:25pm I saw my neighbours arrive back at their apartment, and I proceeded to call the police and advise them that they had returned.

The police arrived shortly after, and proceeded to speak with them. After speaking with them, they returned to my apartment and indicated that they had spoken to them about the situation and warned them about what I had indicated occurred, and told me that I had also admitted to pushing him, and I was warned as well. I indicated fair enough, and thanked them for coming.

The parking situation continued over the long weekend, and in to the following week. On Tuesday afternoon, 23rd January, 2018 at 4:27pm, Michael Baulk of BCQS Property sent an email to all owners in Mizpah apartments complex, with Reliable Industries copied, indicating that the work to reorganize the parking lot had been agreed and minuted at the AGM, and would be undertaken on Thursday 25th January, 2018, and asked that the workmen be respected and allowed to complete their work has been agreed. A layout of the parking lot was also attached. Still, the nonsense continued with the parking. On the morning of Wednesday 24th January, 2018, I had to use my car to go to work. Marlon also moved his vehicle that day. That afternoon when my girlfriend arrived back home, both of our parking spaces were free, and she proceeded to park properly within our spot, at the block, and evenly between the lines, pictures are attached. That night around 9:40pm while I was in bed with my son, I heard a truck drive up outside and then heard the reverse beeper come on. I looked out through the window, and saw Marlon stopped, looking at my girlfriend's vehicle. I closed the window and lay back down in bed. I continued to hear the beeping and the truck maneuvering for a short while, after which I heard a crunching sound and a woman's yelp. At this point I jumped up and looked outside and saw Marlon's wife, Lisa, signaling to him to move away. I immediately shouted to my girlfriend and told her that they had hit her car, and to go outside. At 9:46pm I called the police station and indicated that I had been instructed by Officer Weatherburn that if my vehicle was damaged I should call. Shortly after that Silvia came back in to the apartment and said that Marlon told her not to worry because he would fix her car. I then told her that knowing they already owed somewhere around C\$ 6000.00 to the strata company, and the incidents leading up to that night, I had called the police. At 10:11pm 911 called and indicated that the officers were outside, and Sylvia went out to speak with them. She came back in to get the paperwork for the car, and proceeded to speak further with them. After speaking with them, they went over to speak with #10. The police then came back and indicated to Silvia that she needed to proceed to get two estimates to fix the damage on the car and she should take the estimates back to Marlon.

Photographic evidence was taken of the damage by Silvia the same night of the incident, and in the presence of both Marlon and his wife Lisa. PC 313 Ellis was the Officer dealing mainly with the situation.

On Thursday 25th January, 2018, I took Silvia to Vampt Motors and H&R Body Shop to get estimates. Both companies asked us for Marlon's insurance details so that the estimates could be forwarded, but Silvia had not gotten that information when dealing with the matter. They indicated that they would go ahead and start getting the estimates together while we got the information. That afternoon on our way back home, we stopped at the West Bay Police Station in an attempt to get details on the insurance. The officer assisting us indicated that nothing had been noted about Marlon's insurance in the report, and we would need to call back that night to speak with PC Ellis after 9:00pm when she was back on duty. Silvia called that night to obtain the information, at which time PC Ellis indicated that she did not know why it was needed, and they had not gotten that information. The next day I proceeded to look in to the matter myself, only to find that Marlon's vehicle had not been insured from possibly as far back as September, 2017, but he had been with Saxon prior to that time. I proceeded to call ICWI which is Silvia's insurance company and explain the situation and to seek advice, and they said that if Marlon doesn't have insurance he should be prosecuted, and a complaint should be made. I also called Saxon, who verified that he was currently not insured. Although knowing this, I proceeded to contact both Vampt and H&R to advise that his company was Saxon, and request that I be copied on the email to them with the estimates. On Friday 26th January, 2018 at 2:24pm, I received an email from Mr. Sean Logan of Vampt Motors, with an estimate of C\$ 860 total for the repairs. On Tuesday 30th January, 2018 I called H&R to follow up, and they sent me an estimate for C\$ 891.50 total for the repairs. Repairs from both companies included replacement of the left rear combination lamp assembly, remove/install rear bumper cover, repair rear bumper cover, refinish rear bumper cover, remove/replace left rear bumper cover moulding, clear coat, paint/materials, and shop materials. That evening I printed both estimates off for Silvia, and on Wednesday 31st January, 2018 in the morning, she attended the police station and handed them to PC Ellis, and requested that she present them to Marlon. This was done due to the confrontation that had occurred prior to this incident, and the fact that we were trying to avoid any further confrontation. On Monday 5th February, 2018, Silvia received a call from PC 313 Ellis indicating that she had served Marlon with the estimates, and he indicated that he was waiting on Silvia to deal with him personally. I told Silvia that when she got off of work the following morning at 2:00am, to call me, and I would meet her at the West Bay Police Station to speak with PC Ellis. At 2:14am I arrived at the Station to meet her. We went inside and asked for PC 313 Ellis. When PC Ellis came out, we engaged in a conversation, during which I made it clear that, following the previous incident that occurred between Marlon and I, and the threats that were made along with the knife being pulled, I would not be letting Silvia go over to speak with him on her own, and I had already made it a point to avoid any contact whatsoever with Marlon in order to avoid further conflict and trouble. I also made it clear that this is exactly why we had come to them for assistance with the matter in the first place. After a while PC 313 Ellis agreed to take Silvia's statement, and took her inside to do so. I remained waiting in the waiting area until they were finished. Before leaving, I apologized to PC 313 Ellis if I had come across as irate in any way, but following the incident between Marlon and I, I do not want to have anything further to do with him personally, and that all I want is for Silvia's vehicle to be repaired without further conflict. PC 313 Ellis indicated at that time that she would be back on duty on Saturday 10th February,

2018, and if Silvia so desired, she could contact her and she would make arrangements to meet with both parties involved to try to resolve the matter. On the morning of Saturday 10th February, 2018, Silvia called the station and spoke with PC 313 Ellis, and she was told that she should attend the West Bay Police Station at 4:00pm that afternoon in order to speak to Marlon in the presence of PC 313 Ellis.

At 4:35pm I received a call from PC 313 Ellis indicating that Marlon was trying to convince Silvia to let him get the light from somewhere else, and that he did not damage the bumper and would not be repairing it, but Silvia would not agree. I emphasized that this incident occurred through pure ignorance and nonsense on the part of Marlon, and I would also not be agreeing to his terms, and that if he wants to take it to court, I have no problem with doing so.


Receipt

CAYMAN ISLANDS GOVERNMENT DEPARTMENT
of VEHICLE AND DRIVERS' LICENSING

RECEIPT NO VL 2020481
APPLICATION ID
25/01/2018 15:34

RECEIVED FROM **JOSHUA MICHAEL RIVERS**
ON **25 JAN 2018**

REFERENCE NO.	HEAD/SUB-HEAD	TRANSACTION	AMOUNT (CI)
139973	161502.42038.0000	CHANGE VEHICLE OWNER	\$25.00
			\$25.00

 SSO DVLS KARL VL

VEHICLE 139973 NEXT INSPECTION 24 FEB 2018 LICENCE EXPIRES 15 FEB 2018

Renewal Application

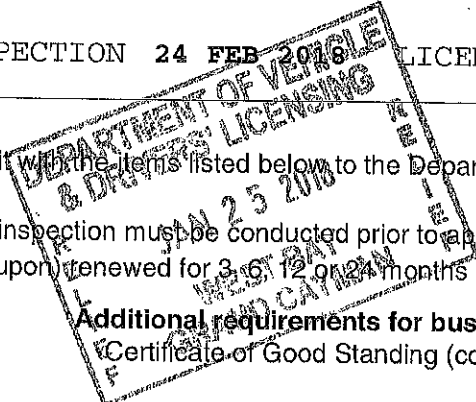
Please complete the following and submit with the items listed below to the Department of Vehicle and Drivers' Licens

- 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

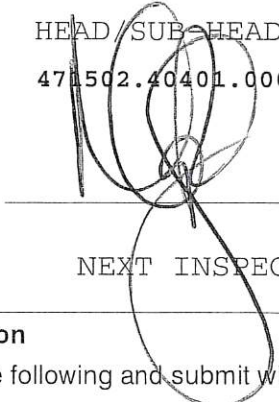
Receipt

CAYMAN ISLANDS GOVERNMENT DEPARTMENT
of VEHICLE AND DRIVERS' LICENSING

RECEIPT NO VL 5002408
APPLICATION ID
07/08/2017 10:27

RECEIVED FROM **JOSHUA MICHAEL RIVERS**
ON **02 AUG 2017**

REFERENCE NO.	HEAD/SUB-HEAD	TRANSACTION	AMOUNT (CI)
139973	471502.40401.0000	PC2 6 MONTHS LICENCE	\$100.00
			\$100.00



Online Driver

VEHICLE 139973 NEXT INSPECTION 24 FEB 2018 LICENCE EXPIRES 15 FEB 2018

Renewal Application

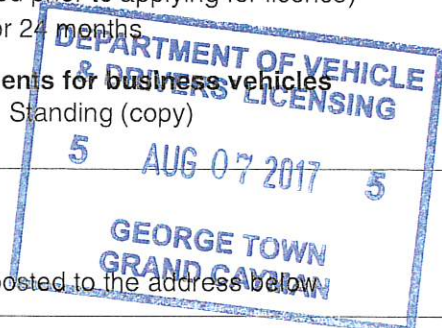
Please complete the following and submit with the items listed below to the Department of Vehicle and Drivers' Licens

- 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)



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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 VEHICLE OWNERSHIP REGISTRATION

Cayman Islands Government Department of Vehicle & Drivers Licensing

A. Vehicle Details

Licence Category: PRIVATE MOTORCAR OVER 2500CC

Make: LINCOLN

Model: TOWN CAR

Year of Manufacture: 2008

Truck or Special Vehicle:

Gross Vehicle Weight:

Vehicle Identification Number: 2LNHM82V78X641072

Colour 1: CHAMPAIGNE

Colour 2:

Seating Capacity: 6

Engine Capacity: 4600

B. Details of Current Owners

Registration Plates: 139973

Registration Location: WEST BAY OFFICE

Registration Date: 25-JAN-18

Lien held By:

Date lien attached:

Registered Owner: SILVIA ONDINA RIVERA-SALGADO

Postal Address: 2 WB KY1-1301

Address: 2-9 ADONIS DRIVE
WEST BAY

Work Phone:

Home Phone:

Signature of Registered Owner 1:

Sign in presence of Clerk

Date

C. Notification of Changes to Register (to be completed by the registered owner only)

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

I wish to have the following change(s) registered (tick as appropriate)

Category: _____

Engine (size): _____

Colour 1: _____

Colour 2: _____

Other: _____

Remove Bank Lien (Release letter is required) -- Please note that there is a \$25 fee to remove a lien.

Transfer of Ownership to: _____
Name of new owner

Date of Birth: _____

Signature of Current Owner: _____

Date: _____

IMPORTANT: You should read notes in Appendix A (overleaf) before transferring this vehicle. Do not sign Part C or pass this document to anyone unless you agree for this vehicle to be transferred.

website: www.dvdl.gov.ky

APPENDIX A

Special Information

This must remain attached to the Certificate of Ownership Registration document. (Do not print if this document is duplex.)

Security of Vehicle Registration Document

The Vehicle registration Document must be kept secure at all times, as possession of it with signed authorization to transfer (see Section C) is sufficient authority for a new owner to carry out a transfer of the vehicle.

Procedure to transfer a vehicle

The New Owner must present the Certificate of Vehicle Ownership Registration, with proof of current Insurance and the fee of \$25, to the Department of Vehicle and Drivers' Licensing and have the Vehicle Registration Document updated.

Requirement for payment of outstanding fees

1. Any outstanding Registration Fees automatically become due upon transfer.
2. The Licensing Authority will not complete a transfer, until outstanding fees are paid. It is therefore incumbent upon the Purchaser to ensure that he or she ascertains whether there are outstanding fees before finalizing arrangements with the seller.
3. This can be ascertained by checking the 'Certificate of Vehicle Licence and Roadworthiness', which should be in the Owners Possession.
4. If there are any questions contact the Department at 945-8344, in George Town or 948-2652/3 in Cayman Brac.

Liability for outstanding fees, and procedure to terminate or suspend a Vehicle Licence

1. Licensing Fees continue to accumulate, until the registration is suspended or terminated.
2. To suspend or terminate a registration, the current Owner must do so in person, producing his registration plates, his coupon (if possible) and a completed Form 7 (Application to Suspend or Terminate).
3. A fee of \$25 is charged for the suspension or termination, as well as any outstanding fees.

Bank Lien

New owners should ensure that any previous bank lien has been removed before a sales agreement is made as this will affect the ability to transfer the vehicle. A fee of \$25 is charged to add or remove a bank lien.

Warning on making of a false or misleading statement

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

IMPORTANT

In order that claims may be dealt with in a satisfactory manner, it is necessary that the Company be notified as soon as possible after an accident has happened.

The Insured will materially aid the Company by getting or insisting that the driver of his vehicle:-

- (a) obtains the name and addresses of two competent witnesses.
- (b) name and address of any injured party.
- (c) submits full account of the accident.

NO ADMISSION OF LIABILITY OR OFFER OF PROMISE OF PAYMENT SHOULD BE MADE EITHER BY THE INSURED OR BY ANY PERSON ON HIS BEHALF, WITHOUT THE WRITTEN CONSENT OF THE COMPANY.

Call the Police who normally will take measurements. Make notes of the measurements taken, if the Police are not available, take the measurements and have them agreed by the other party involved or a competent witness.


In case the accident necessitates repairs to your vehicle arrangements should be made for its protection until you can contact the Company.

Your co-operation in this respect will be in the interest of all concerned.

THE INSURANCE COMPANY OF THE WEST INDIES (CAYMAN) LIMITED
150 SMITH ROAD
P.O. BOX 461 GRAND CAYMAN KY1-1106
CAYMAN ISLANDS

TELEPHONE: (345) 949-6970
FACSIMILE: (345) 949-6929
E-mail: cayman@icwi.com

Fw: Mizpah Apartments - Parking Lot

From : Joshua Rivers <joshua.rivers85@hotmail.com> Sat, Feb 10, 2018 10:31 PM
Subject : Fw: Mizpah Apartments - Parking Lot  2 attachments
To : Mammy & Tiger <tigersue@candw.ky>

From: Michael Baulk <mbb@bcqs.com>
Sent: Tuesday, January 23, 2018 4:26:48 PM
To: Michael Baulk
Cc: Jason Smith
Subject: Mizpah Apartments - Parking Lot

Dear Owners,
The work to reorganize the parking lot spaces, as was agreed and Minuted at the Annual General Meeting will be undertaken this Thursday 25th January by Reliable.
Please respect the workmen and ensure they are allowed to complete their work as has been agreed.
Attached is a copy of the layout they will be working to.

Many thanks


Michael Baulk | Director



Whitehall House 2nd Floor, PO Box 871, Grand Cayman, KY1-1103
Direct [+1 345 949 9300](tel:+13459499300) | Mobile [+1 345 516 7406](tel:+13455167406) | mbb@bcqs.com

[Website](#) | [Facebook](#) | [Twitter](#)

 **image001.jpg**
5 KB

 **20180123161648391.pdf**
23 KB

MIZPAH PARKING LOT LAYOUT
TO BE DONE 25TH JANUARY 2018 BY RELIABLE

12	10	9	9	8	8	7	11
----	----	---	---	---	---	---	----

GRAVEL PARKING

PLANTER

6	4	3	3	2	2	1	5
---	---	---	---	---	---	---	---

Date: 1/26/2018 02:22 PM
 Estimate ID: 2873
 Estimate Version: 0
 Preliminary
 Profile ID: * Vampt Motor

Vampt Motors Ltd

368 WALKERS ROAD GEORGE TOWN, CAYMAN ISLANDS
 (345) 926-7010
 Fax: (345) 949-2224
 Email: slogan@vamptmotors.com

Damage Assessed By: Sean Logan
 Classification: Audit

Type of Loss: Collision
 Deductible: UNKNOWN

Owner: Silva Salgado
 Telephone: Cell Phone 2: (345) 916-8663 Cell Phone: (345) 924-9000

Mitchell Service: 910038

Description: 2008 Lincoln Town Car Signature Ltd
 Body Style: 4D Sed Drive Train: 4.6L Inj 8 Cyl 4A RWD
 VIN: 2LNHM82V78X641072 License: 139-973
 OEM/ALT: A Search Code: B1013401
 Options: CD CHANGER, PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
 REAR (DUAL-ZONE) AC, LEATHER SEAT, POWER PASSENGER SEAT, ANTI-LOCK BRAKE SYS.
 TRACTION CONTROL, ALUM/ALLOY WHEELS, ADJUSTABLE FOOT PEDALS
 TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT, ANTI-THEFT SYSTEM
 LEATHER STEERING WHEEL, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR
 CASSETTE PLAYER, AUTO AIR CONDITION, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC PARKING AID
 EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Rear Lamps</u>							
1	003609	BDY	REMOVE/REPLACE	L Rear Combination Lamp Assembly	Remanufactured	114.00	0.4
<u>Rear Bumper</u>							
2	003621	BDY	REPAIR	Rear Bumper Cover	Existing		2.0* #
3		REF	REFINISH	Rear Bumper Cover			C 2.8
4	001048	BDY	REMOVE/REPLACE	L Rear Bumper Cover Moulding	** QUAL REPL PART	43.00	0.2 #
5		BDY	REMOVE/INSTALL	Rear Bumper Cover			1.3 #
<u>Additional Operations</u>							
6		REF	ADD'L OPR	Clear Coat			1.1
<u>Additional Costs & Materials</u>							
7			ADD'L COST	Paint/Materials		136.50 *	
8			ADD'L COST	Shop Materials		20.00 *	

* - Judgment Item
 # - Labor Note Applies
 ** QUAL REPL PART - Quality Replacement Parts
 C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 01/25/2018 18:57:01 2873

Mitchell Data Version: OEM: DEC_17_V

MAPP: DEC_17_V

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Software Version: 7.1.225

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Date: 01/30/2018 10:27 AM
 Estimate ID: 2138
 Estimate Version: 0
 Preliminary
 Profile ID: Mitchell

H&R AUTO BODY SHOP

10 Durham Drive, GT PO Box 10440, Grand Cayman KY1-1104
 (345) 949-5525 ext. 4355
 Fax: (345) 949-8615
 Email: rodolfo.membreno@carcitycayman.com

Damage Assessed By: Rodolfo Membreno
 Classification: Audt

Deductible: UNKNOWN

Owner: SILVIA RIVERA-SALGADO
 Telephone: Cell Phone 2: (345) 916-8663

Cell Phone: (345) 924-9000

Mitchell Service: 910038

Description: 2008 Lincoln Town Car Signature Ltd
 Body Style: 4D Sed
 VIN: 2LNHM82V78X641072
 OEM/ALT: A
 Color: Belge
 Options: CD CHANGER, PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
 REAR (DUAL-ZONE) AC, LEATHER SEAT, POWER PASSENGER SEAT, ANTI-LOCK BRAKE SYS.
 TRACTION CONTROL, ALUM/ALLOY WHEELS, ADJUSTABLE FOOT PEDALS
 TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT, ANTI-THEFT SYSTEM
 LEATHER STEERING WHEEL, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR
 CASSETTE PLAYER, AUTO AIR CONDITION, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC PARKING AID
 EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 STEERING WHEEL AUDIO CONTROLS

Drive Train: 4.6L Inj 8 Cyl 4A RWD
 License: 139-973
 Search Code: B1013311

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	003609	BDY	REMOVE/REPLACE	L Rear Combination Lamp Assembly	6W1Z 13405 AA	171.00 *	0.4
2	001062	BDY	REMOVE/INSTALL	Rear Bumper Cover			1.3 #
3	003621	BDY	REPAIR	Rear Bumper Cover	Existing		2.0*#
4	AUTO	REF	REFINISH	Rear Bumper Cover			C 2.8
5	001048	BDY	REMOVE/REPLACE	L Rear Bumper Cover Moulding	3W1Z 17C830 BA	108.00 *	0.2 #
6	AUTO	REF	ADD'L OPR	Clear Coat			1.1
7	AUTO		ADD'L COST	Paint/Materials		136.50 *	
8	AUTO		ADD'L COST	Shop Materials		8.00 *	

* - Judgment Item
 # - Labor Note Applies
 C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 01/26/2018 13:54:30 2138

Mitchell Data Version: OEM: JAN_18_V
 MAPP: JAN_18_V

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Software Version: 7.1.226

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Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	3.9	60.00	0.00	0.00	234.00	Non-Taxable Parts	279.00
Refinish	3.9	60.00	0.00	0.00	234.00		
						Total Replacement Parts Amount	279.00
					468.00		
Labor Summary	7.8				468.00		
III. Additional Costs					Amount	IV. Adjustments	Amount
Non-Taxable Costs					144.50	Customer Responsibility	0.00
Total Additional Costs					144.50		
Paint Material Method: Rates Init Rate = 35.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
						I. Total Labor:	468.00
						II. Total Replacement Parts:	279.00
						III. Total Additional Costs:	144.50
						Gross Total:	891.50
						IV. Total Adjustments:	0.00
						Net Total:	891.50

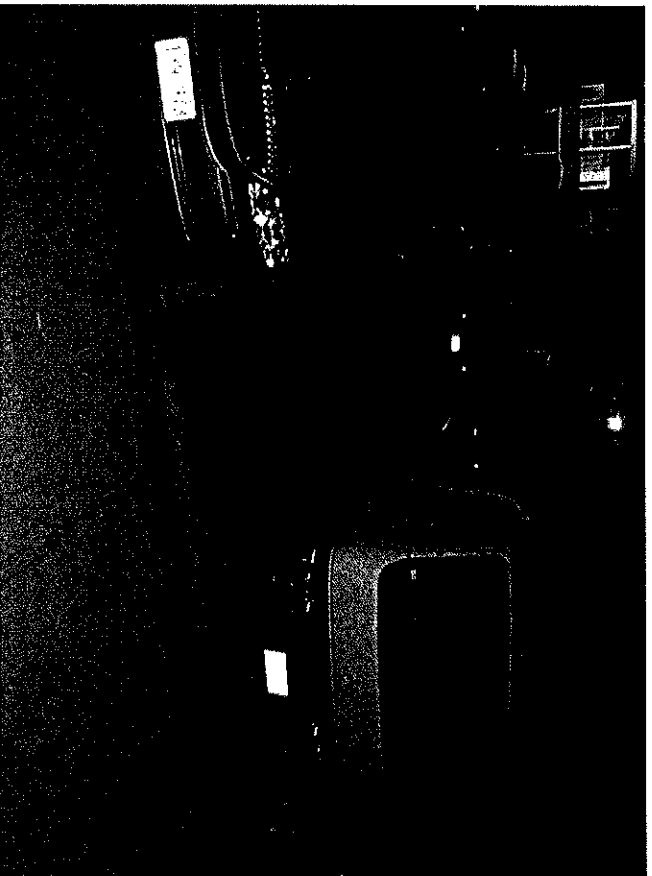
This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

Insurance Co: SAXON
 Telephone: (345) 749-2601

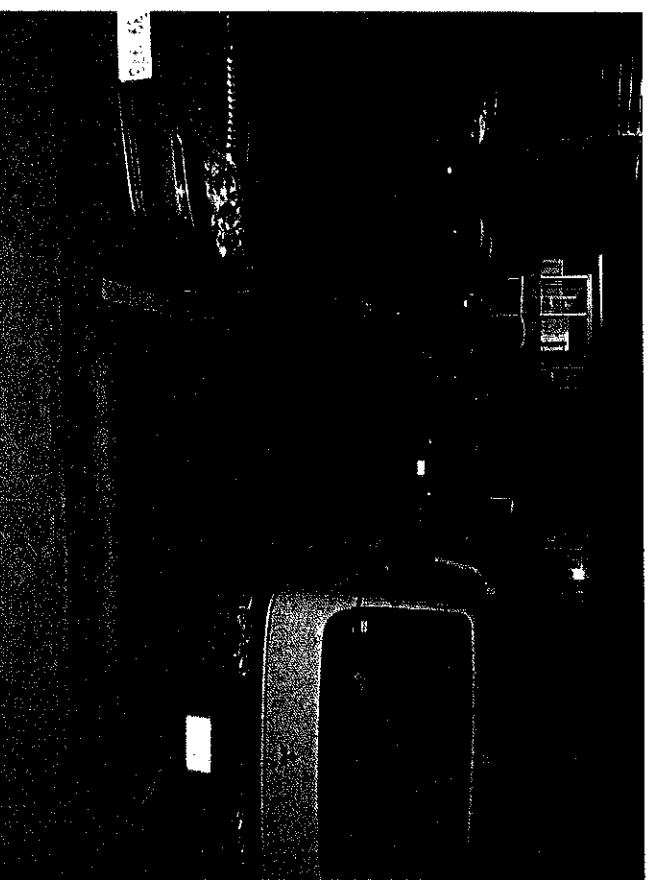
Thank You For Your Business

This Is Only An Estimate Teardown Is Needed For Proper Estimate

Evidence 1



1



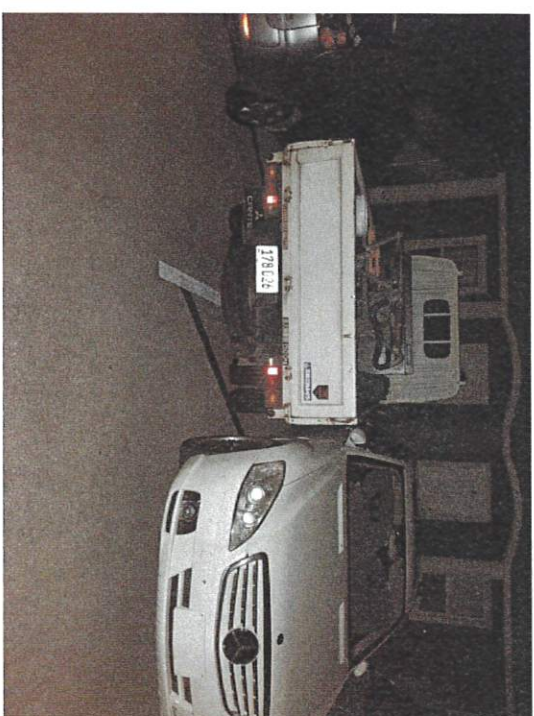
2

Prior to the incident, pictures 1 and 2 show the position in which he continued to park, despite the lines being professionally marked by Reliable Industries Ltd., who was hired by BCQS Property Management in conjunction with the Strata Committee to correct the parking situation that plagued the complex.

Evidence 2



3



4

Pictures 3 and 4 show the lot was marked by Reliable Industries Ltd., the days following, and the position in which we were forced to park in order to be in our rightful place.



5

Picture 5 shows a full rear view of how both the accused and his wife continued to park, not only interfering with my parking space, but also that of the tenant parked to the immediate left of his wife's vehicle.

Evidence 3



6

Picture 6 shows the damage that was caused as a result of the impact of the accused truck with my vehicle.



7

Picture 7 shows the position in which the wife of the accused was parked at the time of the incident, and the space in which he was trying to fit his vehicle. It also shows that my vehicle was parked properly within the lines laid out for my parking space, and did not affect their parking space in any way.

Evidence 4



8

Picture 8 shows that immediately following the incident, the accused proceeded to begin parking in the area which is designated for extra vehicles belonging to tenants, and visitors, and where he should have been from the very beginning. It also shows the position in which I was parked from a frontal view.



9

Picture 9 shows the morning following the incident with the piece of lens from my tail light still laying on the ground and the vehicle in the exact position where it was from the night before, and again proving that I was parked properly within my designated parking space.

Evidence 5

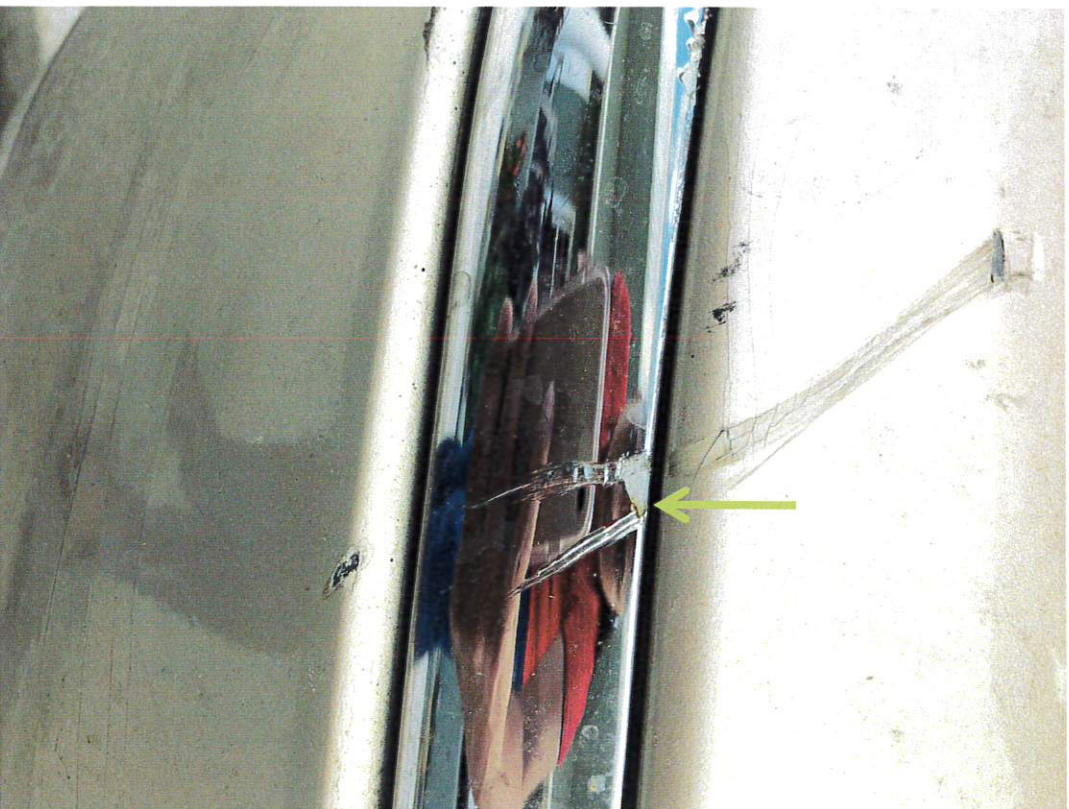
10



11

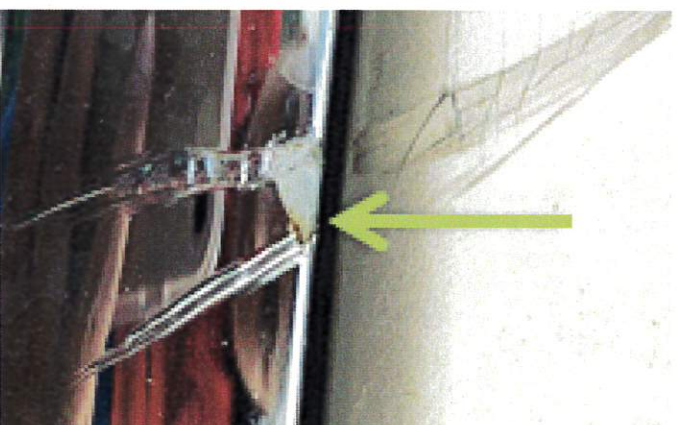
Pictures 10 and 11 are additional pictures of the damage caused from the impact that were taken the following morning, showing clearer images of the damage to the chrome bumper moulding.

Evidence 6



12

Pictures 12 and 13 were taken on Monday 12th February, 2018, which show rust beginning to form on the edges of the chrome where it is damaged.



13

THANK YOU FOR SHOPPING AT
Parker's
(345) 949-2899

info@ailgroup.com
02/12/18 1:52PM CAH 38 SALE

TBRT9030 1 EA 6.99 EA N
LENS REPAIR -RED/YELL 6.99
SUB-TOTAL:\$ 6.99 TAX: \$.00
TOTAL CI\$ 6.99
TOTAL US\$ 8.52
TEND CI\$ 7.00 CHANGE:CI\$.01
TEND US\$ 8.54 CHANGE:US\$.01



==>> JRNL#W54388 <<==
CUST NO:*1
Customer Copy

Returns &/or Exchanges require original sales receipt/invoice, original condition packaging and must be done within 5 business days of purchase and are subject to a 20% restocking fee.

We are unable to provide any returns or exchanges for tools or electronic goods.

Warranty claims require original sales receipt/invoice. Tampering with warrantied items nulls and voids the warranty.



Cayman Islands Government

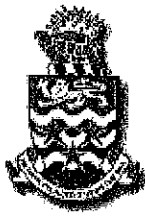
RECEIPT

Receipt To: SILVIA RIVERA

Receipt Number	LGL-120218125514
Receipt Date	12-FEB-2018
Payment Method	LGL_KYD CASH
Amount	11.80
Currency	KYD
Created By	Moxam, Marlyn
Printed By	Moxam, Marlyn

Page 1 of 1

Line	Item Description	Line Total
1	LGL - Sale of Laws SUMMARY COURT RULES -COMPLETE SET \$11.80	11.80
Receipt Total: KYD		11.80



Cayman Islands Judicial Administration

Received From: Rivera Salgado, Silvia Ondina

Date: 02/13/2018
Receipt #: 290687
Clerk: Bethany_ju

Paying for: Self
Transaction Type: Payment
Payment Type: Cayman Dollars \$25.00



Reference #: CASH
Comment: Plaint

Total Paid: \$25.00
Total Received: \$25.00
Change Due: \$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due
S0027/2018	Silvia Ondina Rivera Salgado v. Marlon Denieunkirk	\$25.00	\$25.00	\$0.00
Total Cases:	1	\$25.00	\$25.00	\$0.00

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC ___ of 20__

BETWEEN: Plaintiff

AND: 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 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 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.