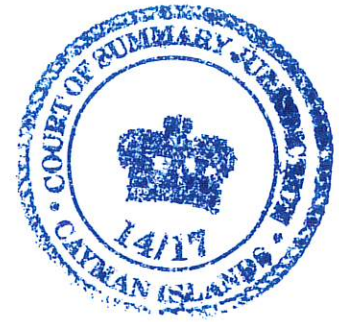




No. 1
Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 128 of 2019

BETWEEN:

Justin Van Den Broek

Plaintiff

AND:

Rudolph Davis ^{owner}

who was represented by
Athena Miralda from Trident Properties

Defendant

To the Defendant

Rudolph Davis (owner) #96 Norfolk Dr. (Rental Property)
GT.
Trident Properties (Agent Athena Miralda) 5th Floor, Straithvale House,
90N Church St. GT

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 Complaint 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 ^{5th} day of June 2019

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)

Please see attached form

AND the Plaintiff claims:

- 1 The sum of \$ 2000.00 CI
- 2 Interest in the sum of \$ _____ calculated at the prescribed rate from to date. Sept. 1st, 2018 - March 31st, 2019 + All incurring months of (Term of Rental) + delayed payment
- 3 Fixed costs of \$ _____, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

P.O. Box 1611
Savannah KY 40115-04

PARTICULARS OF CLAIM

A \$2000.00 CI deposit was given to Athena Miralda from Trident Properties, who was representing the owner Rudolph Davis, for the rental of #96 Norfolk Drive. The property was inspected by Athena Miralda and found to be in perfect condition after tenant moved out. The return of the full deposit was promised to be returned within 30 days of vacating the premise which was on March 31st, 2019. Despite numerous attempts to get our deposit returned, neither Athena Miralda (Trident Properties) nor Rudolph Davis (Owner) have produced the deposit.



Justin Van Den Broek

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: Justin Van Den Broek

Plaintiff

AND: Rudolph Dawis and
Athena Miralda → owner

Defendant

Trident Properties

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 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.