

**JMMARY COURT AT GEORGE TOWN****CAUSE NO SC: OF 2023****N: CHAD DOYLE BODDEN
 RAFFAELE DELL'OGGIO****PLAINTIFF
DEFENDANT**

PLAINT

TO:

Raffaele Dell'Oglio
Sotheby's International Realty
Governors Square, Grand Cayman
CAYMAN ISLANDS

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 the service of this Plaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action.

IF YOU FAIL to satisfy the claim or to return the Acknowledgment form containing full particulars of your defence, the Plaintiffs may apply for a default judgment without any further notice to you.

Issued this 6th day of November 2023.

See overleaf for particulars of the Plaintiffs' claim.

PARTICULARS OF CLAIM

1. By verbal agreement on or about the 26th day of June 2023 (the "Agreement") between the Plaintiff and the Defendant, it was expressly verbally agreed by the Defendant that the Defendant was selling the Plaintiff, in good working order, a VW Scirocco 2011 (the "Vehicle").
2. It was among other terms, an expressed term of the Agreement that the Vehicle :
 - A. "Is in good working order save for a few minor issues":
 - i. a cracked passenger side rim; and
 - ii. two worn front tires;
3. In breach of said terms the Defendant failed to disclose a major fault of the Vehicle that being the need to replace the Instrument Cluster. The implication of which is that the Vehicle does not work in a consistent reliable manner.
4. It was also a term of the Agreement that:

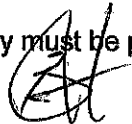
"The Vehicle was in perfect condition.....the car is driven daily without issue."
5. Within the first 72 hours of taking possession of the Vehicle would not start. After about 30 minutes the car finally started and then after driving for about 10 minutes the Instrument Cluster went dead immobilizing the radio.
6. All the time the Defendant made known to the Plaintiff that the Vehicle was in "good working order with no major issues".
7. In Breach of the express and/or the implied terms of the Agreement, the Defendant, in bad faith, sold the Vehicle to the Plaintiff knowing that the Vehicle had major statements .

AND THE PLAINTIFF claims:

1. The sum of CI\$5,000 Cayman Islands Dollars for expenses towards repairing major issues discovered immediately (within 72 hours and over the period of a week and a half) following purchase of the Vehicle and loss of use of the Vehicle;
2. The Defendant(s) shall also be liable to pay the Plaintiff simple interest at such rate as the court thinks fit, not exceeding the rate prescribed by rules of court, on all of the debt for all of the period between the date when the cause of action arose and the date of payment; and

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed further proceedings will be stayed.

The money must be paid in full to the Plaintiff.



CHAD D. BODDEN (Plaintiff)

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, P.O. Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.