



SUMMARY COURT OF THE CAYMAN ISLANDS

VISION

CAUSE No. S2026 - _ _ _ _

BETWEEN
AND

ONIEL HENRY MALCOLM
DAVION WRIGHT
ONE STOP AUTO
PLAINT

PLAINTIFF
1st DEFENDANT
2nd DEFENDANT

To the 1st Defendant

DAVION WRIGHT
204 Boltin Avenue, West Bay
Grand Cayman
Cayman Islands

To the 2nd Defendant

ONE STOP AUTO BOUTIQUE
204 Boltin Avenue, West Bay
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 service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, 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 18th day of SEPTEMBER 2026

See overleaf for particulars of the Plaintiff's claim.

This **PLAINT** is filed by the Plaintiff, **ONIEL HENRY MALCOLM** as a litigant-in-person whose address for service is Apt.B05 Shaismuj Lane, George Town, KY1-900 Grand Cayman, Cayman Islands, KY1 – 9000

PARTICULARS OF CLAIM

1. The Plaintiff, ONIEL HENRY MALCOLM, a civil servant residing at Apartment B05, 20 Shasimju Lane, George Town, Grand Cayman, and is employed as a Lands Survey Officer by the Lands and Survey Department of the Cayman Islands Government.
2. The Defendant, Davion Wright, is an individual residing in Grand Cayman, Cayman Islands, and is trading under the registered licence ONE STOP AUTO BOUTIQUE situated at 204 Boltin Avenue, West Bay, Grand Cayman Islands.
3. The Second Defendant, One Stop Auto Boutique, is a company incorporated under the laws of the Cayman Islands, registered at licence number 124072 and its office situated at Block 4E Parcel 600H5, 204 Boltin Avenue, West Bay, Grand Cayman Islands engaged in the business of Car Sales.
4. The First Defendant, Davion Wright, is operating as a sole trader for the Second Defendant, One Stop Auto Boutique. At all material times to this action, the First Defendant held the ultimate position of authority within the corporate structure of the Second Defendant, acting as its Principal Beneficial Owner. In this capacity, he exercised complete operational, administrative, and financial control over the day-to-day business actions, agreements, and liabilities of the Second Defendant.
5. The Plaintiff, Oniel Malcolm, claims that the Defendant, One Stop Auto Boutique, owes money under a written lease-to-own and special-order contract for a Honda Vezel Sedan 2018. The agreement, executed on October 3, 2025, required the Defendant to sell and the Plaintiff to purchase the vehicle. According to the Plaintiff, all contractual obligations on their part have been met, but the Defendant has breached the agreement by failing to make the required payments or to issue a Honda Vezel 2018.

6. True copies of the documents which the Plaintiff shall refer to in this Plaintiff are marked '**Exhibit-OHM-1**'. Save where the contrary is stated, or the context otherwise required, reference in this Plaintiff to pages, are pages in '**Exhibit-OHM1**'.
7. The 2nd Defendant's Trade and Business Licence is exhibited hereto as **page 09** of '**Exhibit- OHM4**'.
8. On the 3rd October 2025 that you entered into a written 'contract' with our client, Mr. Oniel Malcolm, for the purchase of a Honda Vezel Sedan 2018 a motor vehicle. The contract is signed by yourself.
9. The written contract was signed by yourself, the seller' on the 6th October 2026 and signed by Mr. Malcolm, the buyer' on the 7th October 2025, with an initial deposit (downpayment) of KYD \$4.000 being paid in consideration of the contract.
10. It was a term of the written contract that a final payment for the said Honda Vezel was to be KYD\$8,000 when the Honda Vezel
 - 10.1. (i) was to be delivered or,
 - 10.2. when the Honda Vezel arrives in the Cayman Islands Port.
11. Mr. Davion Wright had expressed that the Honda Vezel would be in Cayman Island by November 2025.
12. However, in breach of the written contract Mr. Davion Wright unilaterally changed the terms of the contract, claiming that due to the Honda Vezel being sold for only KYD\$ 12,000, the balance of the KYD\$ 8,000was required to be paid 'upfront'.
13. In consideration of the written agreement Mr. Oniel Malcolm paid the remaining KYD\$ 8,000 on the 20th November 2025.
14. No such Honda Vezel was delivered to Mr. Oniel Malcolm in December 2025 as had been agreed.
15. On the 31st December 2025, Mr. Davion Wright agreed that the vehicle would change to that of Honda Fit 2019 instead of the Honda Vezel, and in consideration for the change of the agreed make of car, Mr. Davion Wright would return immediately the sum of KYD\$3,000.

This **PLAINT** is filed by the Plaintiff, **ONIEL HENRY MALCOLM** as a litigant-in-person whose address for service is Apt.B05 Shaismuj Lane, George Town, KY1-900 Grand Cayman, Cayman Islands, KY1 – 9000

16. In agreement of this further change to the Written Contract, Mr. Davion Wright stated that the Honda Fit 2019 would be delivered on the 31st January 2026.
17. On the 13th February 2026, Mr. Davion Wright was informed that the written contract and the Subsequent amendment was in breach and that the sum of **\$12,000.00 CI** should be refunded as required.
 - 17.1. At this point in time no refund was made to Mr. Oniel Malcolm for the Breach of the Contract, however on the 22nd March 2026 Mr. Davion Wright again made representation that was not true; namely that by the 23rd March 2026, an update would be given as to the location of the Honda Fit 2019.
18. On the 23rd April 2026, in further breach of the agreed written contract with varied terms, Mr. Davion Wright wishes to change the agreed vehicle from a Honda Fit 2019 to back to the Honda Vezel.
19. On the 28th April 2026 numerous false representations were made by Mr. Davion Wright to Mr. Oniel Malcolm that the Honda Vezel was at the Cayman Island Port. Once again, these representations by Mr. Davion Wright were false.
20. Due to the continuing breach of the said contract by Mr. Davion Wright, the full KYD\$12,000 as paid was requested to remedy the breach.
21. On the 6th May 2026, Mr. Davion Wright informed Mr. Oniel Malcolm, that he would receive the requested KYD\$12,000 shortly.
22. The Agreement included the term that the Plaintiff would pay \$12,000.00 CI for a Honda Vezel 2018 and the Defendants would deliver the vehicle within one (1) month of payment of the deposit. The signed Lease to Own and Special-Order Agreement is attached as pages **01-05** of '**Exhibit- OHM-1**', Screenshots of bank Wire Transfer; **Exhibit OHM-2 pages 06 -07** and WhatsApp messages **Exhibit OHM-5 of pages 10-79**.
23. The Defendants failed to deliver the vehicle or refund the purchase price, even though written demand was made on **14th of JULY 2026**. Attached as **pages 80-83** of '**Exhibit-OHM-6**' are Letter of Demand sent from Caylaw company

This **PLAINT** is filed by the Plaintiff, **ONIEL HENRY MALCOLM** as a litigant-in-person whose address for service is Apt.B05 Shaismuj Lane, George Town, KY1-900 Grand Cayman, Cayman Islands, KY1 – 9000

owned by Attorney-At-Law, Mr. Keith Myers sent to the 1st Defendant demanding repayment.

24. Subsequent to the demand letter, the 1st Defendant repeatedly promised to refund the total cost of \$12,000.00 CI via wire transfer but failed to provide proof of transfer or disburse the funds. See affixed 'Exhibits-OHM-5' of pages 10-79 of WhatsApp messages.
25. The Plaintiff claims statutory interest pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the prescribed rate of 2 % % **per annum** from **December 01, 2025** until full payment or judgment.
26. Interest is claimed on the principal sum of **CI\$12,000.00** from **December 01, 2025**.
27. Interest continues to accrue at the rate of **CI\$1.17 per day** following the issuance of this Plaint until judgment or sooner payment.

AND THE PLAINTIFF CLAIMS:

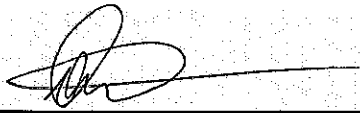
1. Principal of \$ **13, 275.00 CI** ;
2. Simple interest of \$ **337. 47 CI** on the principal claimed at the prescribed rate of 2%%. pursuant to the *Judgment Debts (Rates of Interest) Rules (2021 Revision)* calculated from **December 01, 2025** when the cause of action arose/when the principal was demanded to the day the Plaint was filed ;
3. Per diem of \$ **INSERT PER DIEM IF APPLICABLE** from the date the Plaint was filed to the date judgment is entered ;
4. Post-judgment interest from the date judgment is given until the date the judgment debt is paid in full ;

This **PLAINT** is filed by the Plaintiff, **ONIEL HENRY MALCOLM** as a litigant-in-person whose address for service is Apt.B05 Shaismuj Lane, George Town, KY1-900 Grand Cayman, Cayman Islands, KY1 – 9000

5. Filing Fee \$ 25.00 ;
6. Fixed Cost \$ 150.00 ;
7. Bailiff Fees \$ All Bailiff Fees ;

or, in the alternative,

8. Costs to be assessed ; and
9. Such other relief as this Honorable Court sees fit.



ONIEL HENRY MALCOLM - Plaintiff

This **PLAINT** is filed by the Plaintiff, **ONIEL HENRY MALCOLM** as a litigant-in-person whose address for service is Apt.B05 Shaismuj Lane, George Town, KY1-900 Grand Cayman, Cayman Islands, KY1 – 9000

INDORSEMENTS**LIQUIDATED DEBT OR DEMAND**

The amount claimed in respect of the liquidated debt or demand is CI\$16,500.00 is made up as follows:

Principal:	CI\$ 13,275.00 CI
Interest:	CI\$ 13,275.00 from December 01, 2025 to September 18, 2026 and increasing at the rate of CI\$1.17 per diem.

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff(s) or the attorney(s)-at-law for Plaintiff(s) the amount of CI \$16,500.00, plus fixed costs of CI\$150.00, the filing fee of CI\$25.00 and interest of CI\$1.17 per day from December 01, 2025 until the date of payment, further proceedings will be stayed.

INTEREST

Interest is being calculated as follows:

1. Alternatively, interest in accordance with the Judicature Act (2021 Revision).

Interest began to accrue under the October 03, 2025 on December 01, 2025. As of September 18, 2026 the total interest claimed is CI\$ 337.47 Interest is continuing to accrue at the rate of CI\$1.17 per day.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S2026 - _ _ _ _

BETWEEN ONIEL HENRY MALCOLM PLAINTIFF
AND DAVION WRIGHT 1st DEFENDANT
ONE STOP AUTO BOUTIQUE 2nd DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the 1st Defendant's name and address,

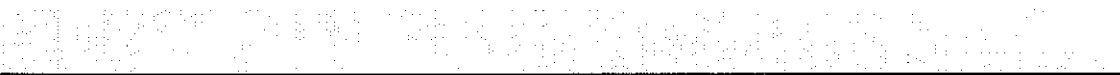
DAVION WRIGHT
204 BOLTIN AVENUE
WEST BAY
GRAND CAYMAN
CAYMAN ISLANDS

State the 2nd Defendant's name and address,

ONE STOP AUTO BOUTIQUE
204 BOLTIN AVENUE
WEST BAY
GRAND CAYMAN
CAYMAN ISLANDS

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 **Plaint** is acknowledged accordingly


Defendant's Signature

Dated this 01 day of September 2026

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

This **PLAINT** is filed by the Plaintiff, **ONIEL HENRY MALCOLM** as a litigant-in-person whose address for service is Apt.B05 Shaismuj Lane, George Town, KY1-900 Grand Cayman, Cayman Islands, KY1 – 9000