



Plaint

COURT AT GEORGE TOWN

Cause No. SC _____ of 2024

BETWEEN:

RHONDA LIVINGSTON

Plaintiff

AND:

JASON LONGMORE

Defendant

To the Defendant

JASON LONGMORE
42 NASHE ST., BODDEN TOWN
GRAND CAYMAN

THIS PLAINT has been issued against you by the abovenamed 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 27th day of FEBRUARY ~~MARCH~~ 2024.
[Signature]

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. By written exchange of 18 May 2022 and 22 May 2022, the Defendant agreed to purchase vehicle registration number 197806 ("the vehicle") for CI\$6,000.00 under a seller finance agreement, to be paid on or before 30 November 2022 with monthly payments of no less than CI\$500.00 per month.
2. The vehicle is a 2011 BMW X1, VIN: WBAVL32000VP89097 insured on 4 June 2022 for the value of CI\$10,500.00. Upon offer the Defendant was aware that there were other potential buyers and that the vehicle was being sold at discounted price on the basis that full payment would be made in (6) six months.
3. The terms of the agreement is evidenced and acknowledged by the Defendant upon payment of the initial deposit of \$1,500.00 on 22 May 2022 and a series of monthly payments paid between June 2022 to September 2022.
4. Pursuant to section 6. (6) of the Traffic Act (2021 Revision) (the "Traffic Act"), *the onus of proving that a vehicle has been registered rests upon the owner of the vehicle.*
5. The term owner is defined under the Traffic Act as person having the right of immediate disposition of the vehicle whether or not that right is to be exercised subject to a balance of payment on the vehicle.
6. Under the seller finance agreement, the buyer does not own the property until payment has been made in full and upon transfer of rights of ownership.
7. On 23 May 2022, the Plaintiff obtained a certificate of roadworthiness for the vehicle to facilitate conditional use by the Defendant subject to receipt of monthly payments and the balance owed on or before 30 November 2023.
8. Pursuant to the certificate of roadworthiness dated 23 May 2022, the vehicle odometer reading was 58765.
9. The Defendant failed to make the minimum monthly payment of CI\$500.00 for the month of August 2022 advising of financial constraints for which a partial payment of CI\$400.00 was made.
10. On 23 September 2022 the Defendant informed me that modifications had been made to the vehicle by an unknown third-party, specifically it was noted that the vehicle's alternator was changed.
11. The Plaintiff was at all material times and remains the registered owner of the vehicle as of the date of this plaint.
12. The vehicle registration plates were removed by the Plaintiff on 8 November 2022 and the Defendant was advised via RCIPS police report RMS 2022029962 to cease operation of the vehicle without the designated registration plates. The same day, notification was also sent to the Defendant via whatsapp with demand for payment on or before 30 November 2022.
13. On 18 November 2022 the Plaintiff issued a reminder and demand to the Defendant for past due payment and reminder for payment of the remaining balance on or before 30 November 2022.
14. The Defendant has failed to make payment since September 2022 and retains possession of the vehicle as of the date of this plaint.
15. The defendant was gainfully employed upon entering into the agreement.
16. This Defendant breached the terms of the agreement due to the following actions.

PARTICULARS

- (i) The Defendant breached the agreement on 31 August 2022 upon failure to make the agreed minimum monthly payment of CI\$500.00 for which only a partial payment of CI\$400.00 was made.
- (ii) The Defendant further breached the agreement on 10 and 18 November 2022 by operating the vehicle without the designated registration plates in contravention of the Traffic Act.
- (iii) The Defendant also breached the agreement by not making the agreed monthly payment of CI\$500.00 for the month of October 2022.
- (iv) The Defendant breached the agreement by failure to pay the outstanding balance of CI\$2,600.00 on or before 30 November 2022.

17. Due to the Defendant's actions, the Plaintiff has suffered loss, distress and inconvenience for which the Plaintiff claims for damages.

PARTICULARS OF GENERAL DAMAGE

- (i) The Defendant has failed to pay the remaining balance on the vehicle and continues to frustrate settlement with shifting justifications.
 - a. On 23 September 2022, the Defendant advised via whatsapp that his employer was having issues with his payroll and as a result he had not been paid. The same day the Plaintiff reminded the Defendant of the shortfall on the payment agreement for the month of August 2022.
 - b. On 28 October 2022, the Plaintiff made enquiries in relation to the past due payments to which the Defendant advised that he had been sick and unable to work as a result and had not been paid by his employer.
 - c. On 4 November 2022 the Defendant advised that he had not been paid due to his employer not having his cheque book.
 - d. On 7 November 2022 the Defendant then said he was waiting on the outcome on a matter before the labour board against his employer to make further payments for the vehicle. The Defendant on the same day asked that the Plaintiff await the outcome of the legal proceedings between him and his employer which had been filed via the labour board to which the Plaintiff declined.
 - e. The Plaintiff requested that the vehicle be assessed for damages on 7 November 2022 to determine an appropriate price of disposal. The Defendant refused to facilitate a reading of the odometer or to have the vehicle inspected for damages.
 - f. On 11 November 2022 the Defendant advised that he had documents in Court in relation to the agreement and advised that he would get back to the Plaintiff once he had a response from the Court.
 - g. On 12 December 2022 a debt collection agency, namely SEB Collection (SEB) contacted the Defendant under the Plaintiff's direction demanding settlement in full with the associated collection fee of CI\$575.00.
 - h. The demand notice extended an offer to make payment to SEB in settlement of the debt was ignored by the Defendant and expired on 21 December 2022.

- i. The defendant acknowledged receipt of the notice from SEB via whatsapp to the Plaintiff on 14 December 2022 advising that the demand notice meant nothing and that he would have his lawyers write the Plaintiff.
 - j. On 21 March 2023 the Defendant offered to make a partial payment toward the balance owed, to which the Plaintiff declined on the basis that the initial agreement had been breached and expired 3 months prior on 30 November 2022.
 - k. The Defendant advised on the 23 April 2023 that his aunt had died; however, he was working on paying the remaining balance momentarily.
 - l. On 13 May 2023 the Defendant again offered to make a partial payment of C\$1,500.00 and advised that he was unemployed pending approval of a RERC application before the Immigration Board. The Plaintiff declined to enter into further agreements and reminded the Defendant that the balance should have been paid since 30 November 2022 which at the time was in excess of 5 months overdue.
- (ii) The Plaintiff has been inconvenienced as the Defendant has utilized the vehicle for excess of (6) six months and made unprofessional modifications to the vehicle as a result the prospect of the vehicle being resold for fair value is now unlikely.
- (iii) The Defendant's accepted the terms of the agreement resulting in the vehicle being taken off the market, knowing there were other potential buyers and agreed to pay the purchase price in (6) six months or less.
- (iv) The Defendant put the Plaintiff at risk by operating the vehicle without the designated registration plates in contravention of the Traffic Act which was observed and photographed in a public area on 10 and 18 November 2022 and reported to the RCIPS via report RMS 2022029962.
- a. Section 22F. (1) and (2) of the Traffic Act, provides that *where evidence in respect of a vehicle gathered through the use of an electronic reading device or camera is admitted in court and establishes that an offence under the Traffic Act has been committed, the owner of the vehicle is presumed, in the absence of evidence to the contrary, to be guilty of the offence.*
- (v) The Plaintiff is distressed by the Defendant's actions as there is no guarantee that the vehicle is not being operated without insurance coverage or the designated registration plates whilst in his possession and in contravention of the Traffic Act.
- (vi) The Plaintiff has been harassed and discomforted by the Defendant associates since 20 December 2022 with threats via whatsapp messages from telephone number 922 4514 insinuating that she will have more trouble than she can handle should she fail to enter into a new payment agreement with the Defendant.
- a. On 13 May 2023 the Defendant advised that he had been instructed by his lawyers that the only way for the Plaintiff to receive settlement is to enter into a new agreement with him.

PARTICULARS OF SPECIAL DAMAGE

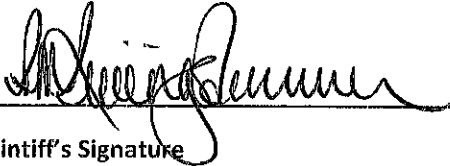
The Plaintiff has had to pay for the following things:

(vii) The associated debt collection fee of CI\$575.00 payable to SEB.

AND the Plaintiff claims:

1. The sum of CI\$2,600.00.
2. Back registration and licensing fees payable to the Department of Vehicle & Driver's Licensing cap at CI\$180.00 as of the date of this Plaintiff, with respect to the period for which the vehicle remains in the Defendant's possession.
3. Fixed costs of CI\$75.00, alternatively costs to be assessed.
4. Damages as the Court thinks appropriate.

I / The Plaintiff believe(s) that the facts stated in this Particulars of Claim are true.



Plaintiff's Signature

Plaintiff's address for service

RHONDA LIVINGSTON
117 WINDSTAR DR., WEST BAY
GRAND CAYMAN

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 2024

BETWEEN: RHONDA LIVINGSTON

Plaintiff

AND: JASON LONGMORE

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

JASON LONGMORE
42 NASHE ST., BODDEN TOWN
GRAND CAYMAN

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 _____ 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.