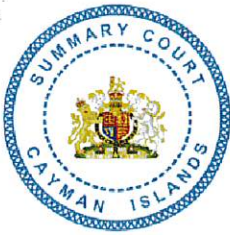


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2026-03-10



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S 2026 OF 2026

BETWEEN JOSE LIBATON JR. PLAINTIFF

AND EDGAR VARGAS AND DERICK TREJO DEFENDANT

PLAINT

To the Defendant

EDGAR VARGAS & DERICK TREJO
Dump Road, Industrial Park
George Town
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 10th day of March 2026

See overleaf for particulars of the Plaintiff's claim.

This PLAINT is filed by the Plaintiff, JOSE LIBATON JR. as a litigant-in-person whose address for service is _____, Grand Cayman, Cayman Islands

S2026-0033

2026-03-10

PARTICULARS OF CLAIM

1. The plaintiff Jose Libaton Jr. of _____, Newlands, Grand Cayman, Cayman, Islands, is the registered owner of 2007 Hummer H3 with the plate number _____ which the plaintiff took to the defendants' shop to repair.
2. True copies of the documents to which the Plaintiff shall refer in this Plaint are marked 'Exhibit-1'.
3. The Defendants Edgar Vargas and Derick Trejo of ME KY SERVICES located in Dump Road, Industrial Park, George Town, Grand Cayman are the mechanics who received the plaintiff's car to do repair.
4. On 15th November, the plaintiff brought his 2007 Hummer H3 Car to ME KY Services. The car was received by Edgar Vargas. On 21st November, the plaintiff followed up the status of the car and the defendant responded that work is in progress and sent a photo. On 28th November, Friday, the defendant called the plaintiff and told the plaintiff that the car was fixed and ready for pick-up. The plaintiff collected the car and paid online and sent the copy to the defendant, Edgar Vargas. But as the plaintiff was driving the car, the plaintiff noticed that the engine was vibrating too high and and RPM was also too high but the car was running very slow, the gear was not shifting. On 2nd December 2025, Globbe Seguban, the plaintiff's partner drove the car from Savannah and she also observed that the car was running very slow until the car broke down near Foster's Camana Bay before 7:00AM. The car broke down and transmission oil was leaking. Globbe Seguban called Edgar Vargas but he did not answer so she called Derick Trejo who is working with Edgar Vargas. Derick Trejo took the car and he said he will fix it. Derick Trejo collected the car at Fosters Camana Bay Parking. The plaintiff followed up and Derick Trejo confirmed that the car was fixed so the plaintiff came and check it but the car was still running very slow and the gear was still not shifting. The plaintiff returned the car for the defendant to fix. Since 4th December 2025 until end of January, the plaintiff has been following up with the defendant and received no response. Until a lady named Vicky from Advance Automotive Ltd. called the plaintiff and informed him on 5th February that the car was ready for pick-up. The plaintiff did not know that the defendants took the car to Advance Automotive Ltd.. The plaintiff tried to phone the defendants but they were not answering. Globbe Seguban, has been coming almost everyday to ME KY Services shop to check the car. There has been numerous alibis. The defendant, Edgar Vargas, told Globbe Seguban that he took the car to Advance Automotive Ltd. for diagnostic repair but the plaintiff was not aware about it. On 9th February, there was a notice via whatsapp that was sent to the plaintiff that the grace period to keep the car on Advance Automotive Ltd. will end at 5PM on 9th February and that there is a storage fee of KYD 100 per day. The plaintiff forwarded the message to the defendant, Edgar Vargas and asked him to collect it. The plaintiff tried to phone him but the defendant was not answering the calls. The plaintiff went to the shop but the defendant was not there. Globbe Seguban has been coming almost everyday in the defendants shop to speak to them as none of them answers the calls. There has been too many alibis from the defendant, 1) Edgar Vargas son was sick, 2) Edgar Vargas was out of the island, 3) Edgar Vargas lost his wallet in Miami, 4) Edgar Vargas already bought the parts that needed to fix the car and he will take car from Advance Automotive Ltd. The plaintiff also went to the George Town Police Station on 17th February and asked for assistance. The police contacted Edgar Vargas and the police said Edgar Vargas told the officer that he will pay and collect the car from Advance Automotive Ltd. on

This **PLAINT** is filed by the Plaintiff, **JOSE LIBATON JR.** as a litigant-in-person whose address for service is _____, Grand Cayman, Cayman Islands

Friday, 20th February. Edgar Vargas still did not collect it from Advance Automotive Ltd.. The plaintiff went to Advance Automotive Ltd. to check if the car has been collected as the defendants were not cooperating either not answering the calls or just telling lies. The plaintiff found out that it was Derick Trejo who delivered the car to Advance Automotive Ltd. as his name was logged in their records. On 2nd of March, Globbe Seguban came back again to speak to the defendant, Edgar Vargas, he said he will take it on the same day. Globbe Seguban then, came back the following day to follow up but the defendant said that he already paid Advance Automotive Ltd. and he will just need to collect it, Globbe Seguban left believing that the car was already paid. Globbe Seguban has been coming everyday but Edgar Vargas has been nowhere to be found. The plaintiff reached out to Advance Automotive Ltd. and found out that the defendant, Edgar Vargas still did not pay. There has been no communication from the defendants and have no sign of any truthful conversation on when they will fix and give the car back to the plaintiff.

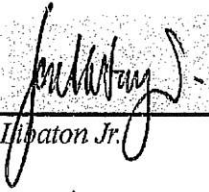
5. The defendant should return the car to the plaintiff in good condition. The defendant should collect the car from Advance Automotive Ltd. and pay the fees on 16th March 2026. The plaintiff would also like to demand damage for all the inconvenience that the defendants has caused to the plaintiff starting from 2nd December 2025. This shall include the gas coming everyday to the defendant's shop, the stress and inconvenience, and the days that the plaintiff does not have a car to use for work. The amount is set for KYD 40 per day.
6. The defendant has not returned the car to the plaintiff even with so many follow ups and begging. On 16th March 2026, the plaintiff will have no car for 104 days. This results for the amount of KYD 4160 damages. The car should be returned to the plaintiff on or before 16th March 2026 in good working condition.
7. The Defendant has failed to return the Plaintiff's vehicle, causing the Plaintiff significant stress and inconvenience throughout this process.
8. The plaintiff is claiming the amount of KYD 40 per day for all the stress and inconvenience that the defendant has caused the plaintiff. The plaintiff has been without car since 2nd of December 2025 until this day.
9. On 16th March 2026, the sum plaintiff is claiming KYD 4160 for damages and the plaintiff demands for the return of the plaintiff's car.

AND THE PLAINTIFF CLAIMS:

- | | | | |
|----------------------------|----|------------------------------------|----|
| 1. Principal of | \$ | KYD 4160 | ; |
| Return of the plaintiff's | | 2007 Hummer H3 Plate number 147602 | |
| 2. vehicle in good working | \$ | | on |
| condition | | | |
| | | 16 th March 2026 | ; |

This PLAINT is filed by the Plaintiff, **JOSE LIBATON JR.** as a litigant-in-person whose address for service is _____, Grand Cayman, Cayman Islands

3. Per diem of \$ 40 per day
from the date the Plaintiff 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 ;
 5. Filing Fee \$ 25.00 ;
 6. Fixed Cost \$ 150.00 ;
 7. Bailiff Fees \$;
- or, in the alternative,
8. Costs to be assessed ; and
 9. Such other relief as this Honorable Court sees fit.



Jose Libaton Jr.

Savannah Belden Town

General Manning

This PLAINT is filed by the Plaintiff, JOSE LIBATON JR. as a litigant-in-person whose address for service is _____, Grand Cayman, Cayman Islands

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S 2026 OF 2026

BETWEEN Jose Libaton Jr. PLAINTIFF
AND Edgar Vargas & Derick Trejo 1st DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State the Defendant's name and address,
Edgar Vargas & Derick Trejo
Dump Road, Industrial Park
George Town
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 2026 day of 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.



Invoice # 1394

**Mekyservices**

199 Seymour Rd, KY1-1100

GT

KY

Technician:

Edgar Vargas

+1345 923 0132

Notes:Customer:

Jose Castillo Libaton ,

Vehicle:

2007 HUMMER H3

L/P: 147602 Odometer: 91,733 km

VIN: _____

Started: 2025-10-17 11:12 AM

Repair Description:

Estimate.

#	Work Description	Price	Hours	Qty	Total	KYD
1	Front Engine Cover Gasket Replace	95.00	9.62			913.90
2	Oil Pan And/Or Gasket Replace	95.00	4.93			468.35
3	Remove and reinstall radiator	1.10		1.00		1.10
4	Radiator repair	175.00		1.00		175.00
5	Parts cleaner	6.00		2.00		12.00
6	Full scan process (Check BCM issues)	95.00	1.00			95.00
7	% discount	73.86				-73.86

	Labor, KYD	Parts, KYD	Total, KYD
Prices	1,477.25	188.10	1,665.35
Discounts	73.86	0.00	73.86
Taxes	0.00	0.00	0.00

*Total: 1,591.49

Status: Not paid

Notes

Shop representative:

Edgar Vargas

Signed

Customer:

Date:

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Invoice # 1394

2026-03-10



ME KY SERVICES BANK ACCOUNT DETAILS:

KYD Savings Account

From Scotiabank:

Transit number - [REDACTED]

Account number: [REDACTED]

USD SAVINGS ACCOUNT

From Scotia Bank:

Transit number: [REDACTED]

Account number: [REDACTED]

From Any other Bank: Account name: ME KY MOBILE MECHANIC

Account number: [REDACTED] (KYD) Account number: [REDACTED] (USD)

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Advance Automotive Ltd.

02/26/2026 03:45 PM



P.O. Box 2034
Grand Cayman, KY1-1105
Phone: 345-945-9191

manager@advancechevrolet.com

Invoice #
149502

Estimate #: 257594

Jojo Libaton

Box

Cellular (345) 525-1161

2007 Hummer H3

Odometer In: 105084

License: 147 602

Unit #:

Inspection: 07/11/2012

Odometer Out: 0

VIN: 1G2AK13313

Eng: 3.7L, In-Line5 (226CI)

Invoice

Vehicle Time In: 1/28/2026 9:07:22AM

Vehicle Time Out: 1/31/2026 10:40:44AM

Concern: Customer states vehicle only shifting to 1st and 2nd, no DTC's set

Cause: Test drive vehicle with scan tool, check transmission shifting data, solenoid 2-3 not working properly, gear command is requesting gear shift but solenoid keeps OFF, the transmission oil pan needs to come off to inspect internal wire harness and solenoids.

Correction: Remove transmission oil pan to inspect internal components

No OFA Found

Labor: \$130.00**Parts:** \$0.00**Sublet:** \$0.00**Job Total:** \$130.00**Total:** \$130.00**TRANSMISSION OIL PAN - REMOVE AND INSTALL****Transmission Oil Pan - Remove And Install**

Cause: Perform diagnostic inspection on transmission valve body, found that the valve body gasket is damaged and some areas have missing pieces.

Correction: Replace transmission valve body gasket kit, then recheck operation.

Part Number	Description	Quantity	Sale	Extended
19421241	Transmission Fluid - Dextron VI	12.00	\$22.42	\$269.04

Labor: \$210.60**Parts:** \$269.04**Sublet:** \$0.00**Job Total:** \$479.64**Total:** \$479.64

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2026-03-10



www.advancechevrolet.com

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InvoiceS2026-0033
2007 Hummer H3

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02/26/2026 1:13:45 PM

Invoice #
149502

Jojo Libaton

Continued From Previous Page

Addn Storage Fee as of 2/26/2026 \$1,700

Keep In Mind-Services Due

01/28/2026 We recommend a visit to our body shop for an estimate
01/29/2026 Correction: Remove transmission oil pan to inspect internal components.
Replace transmission valve body gasket kit, then recheck operation.

Service Advisor: Gouws, Jacques

Technician(s): Hasanin, Mahmoud; Peralta, Kyle

I consent to receiving text messages regarding your services, via automated technology, to the cell phone number you have on file. I acknowledge that I do not have to provide this consent to receive your services. Message and data rates may apply. Respond STOP to any message to cancel.

PRIVACY STATEMENT

Advance Automotive Ltd. ("Advance") at 113 Owen Roberts Drive, Grand Cayman, directly and indirectly processes, uses, collects and manages personal information, such as name, email address from customers, potential customers or third parties that may be managed both inside and outside of Cayman Islands and shared with General Motors de México, S de R.L. de C.V. ("GMM").

You hereby authorize Advance to use and transfer the data (i) to provide products or services (ii) for marketing and promotional purposes (iii) for statistics, market surveys and customer satisfaction (iv) to maintain customer relationships. You may contact the GMM Customer Service Center at 01-800-508-0000 or protecciondedatos@gm.com at any time to request access, rectification, cancellation, or opposition to the use of your personal information, as well as limit the use and/or disclosure of your personal information.

All the services and repair work that was done on my vehicle has been explained to me and I have inspected the vehicle and hereby accept that the repairs have been completed to my satisfaction. Please initial below.

Derick Trejo

SIGNATURE..... DATE January 28, 2026 8:58 am

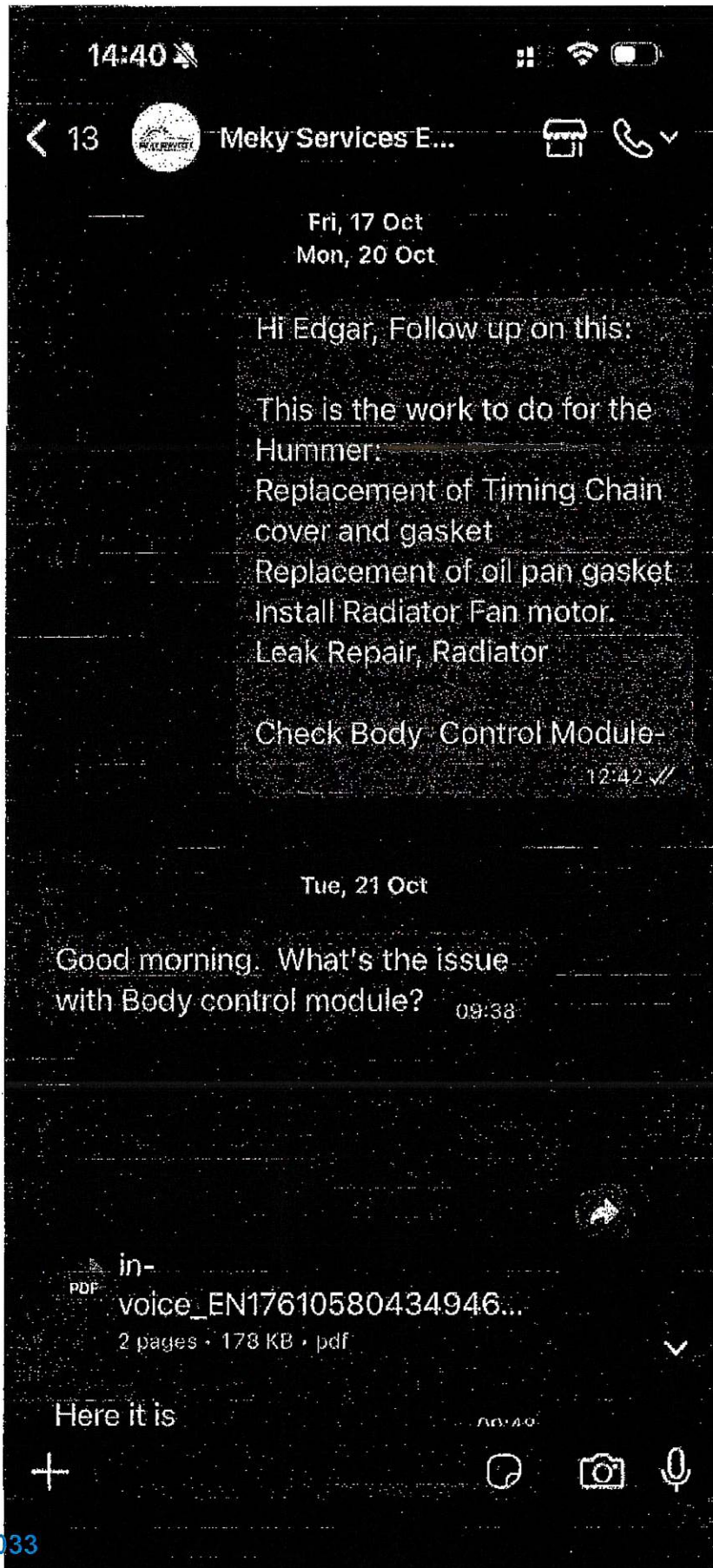
Labor Total:	\$340.60
Parts Total:	\$269.04
Shop Sup.:	\$48.77
HazMat:	\$20.00
Sub Total:	\$678.41
Tax Total:	\$0.00
Grand Total:	\$678.41
Balance Due:	\$678.41

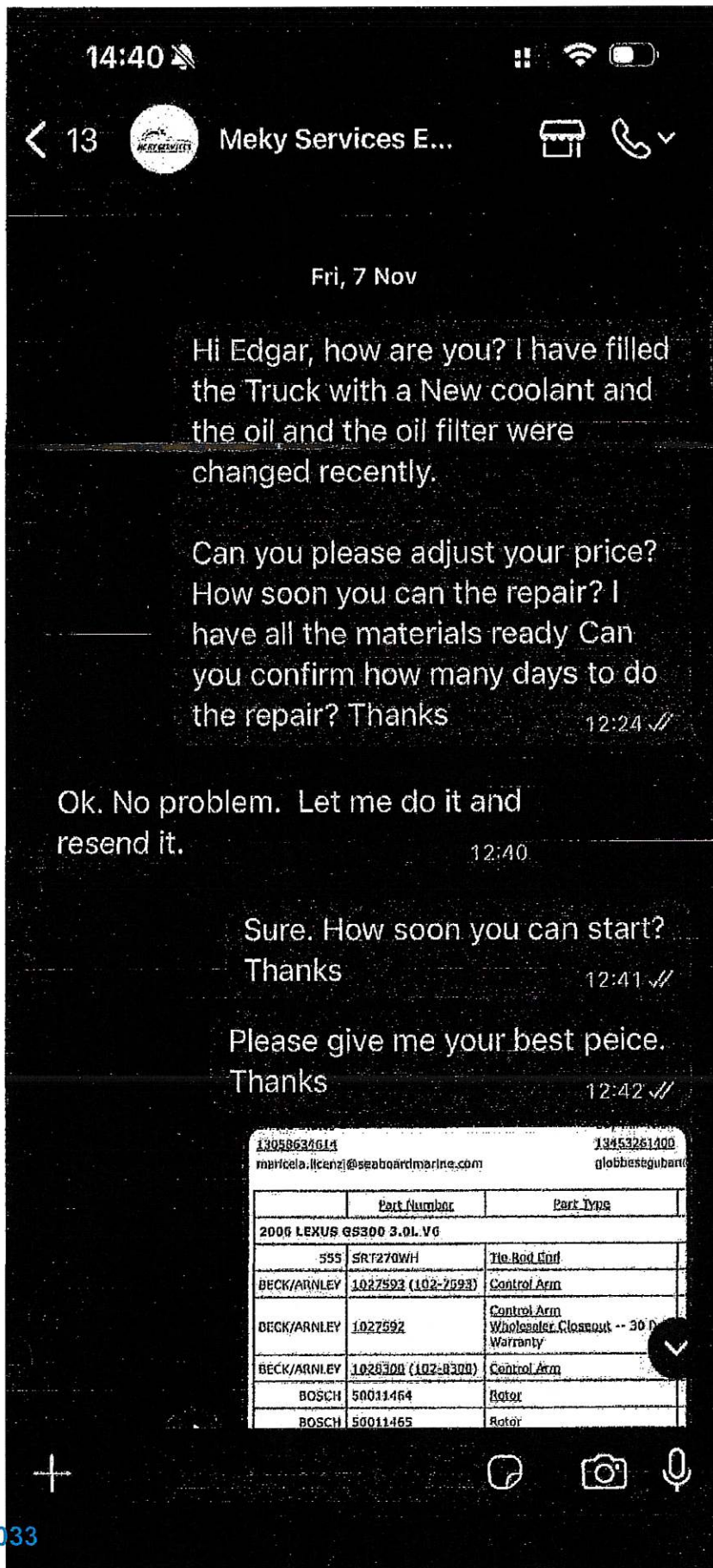


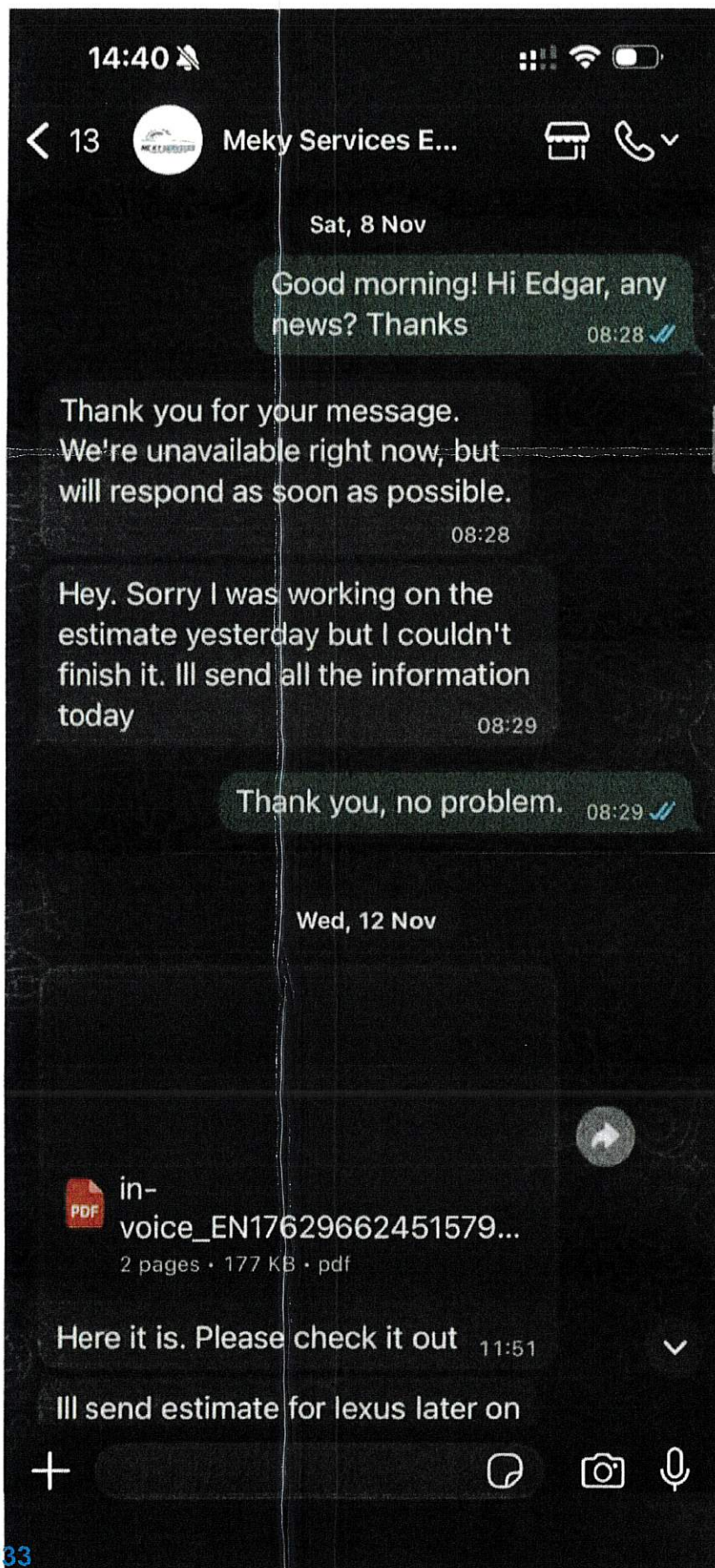
www.advancechevrolet.com

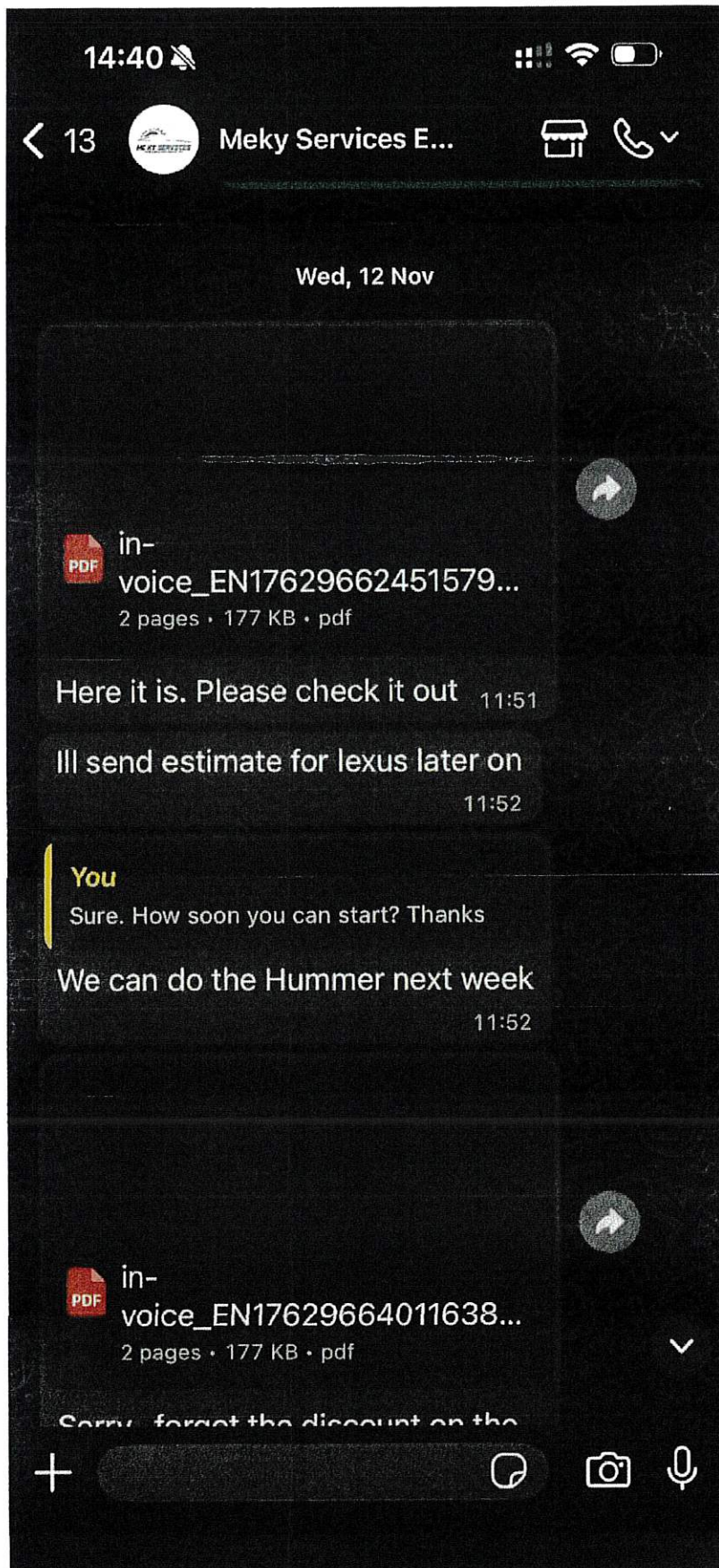
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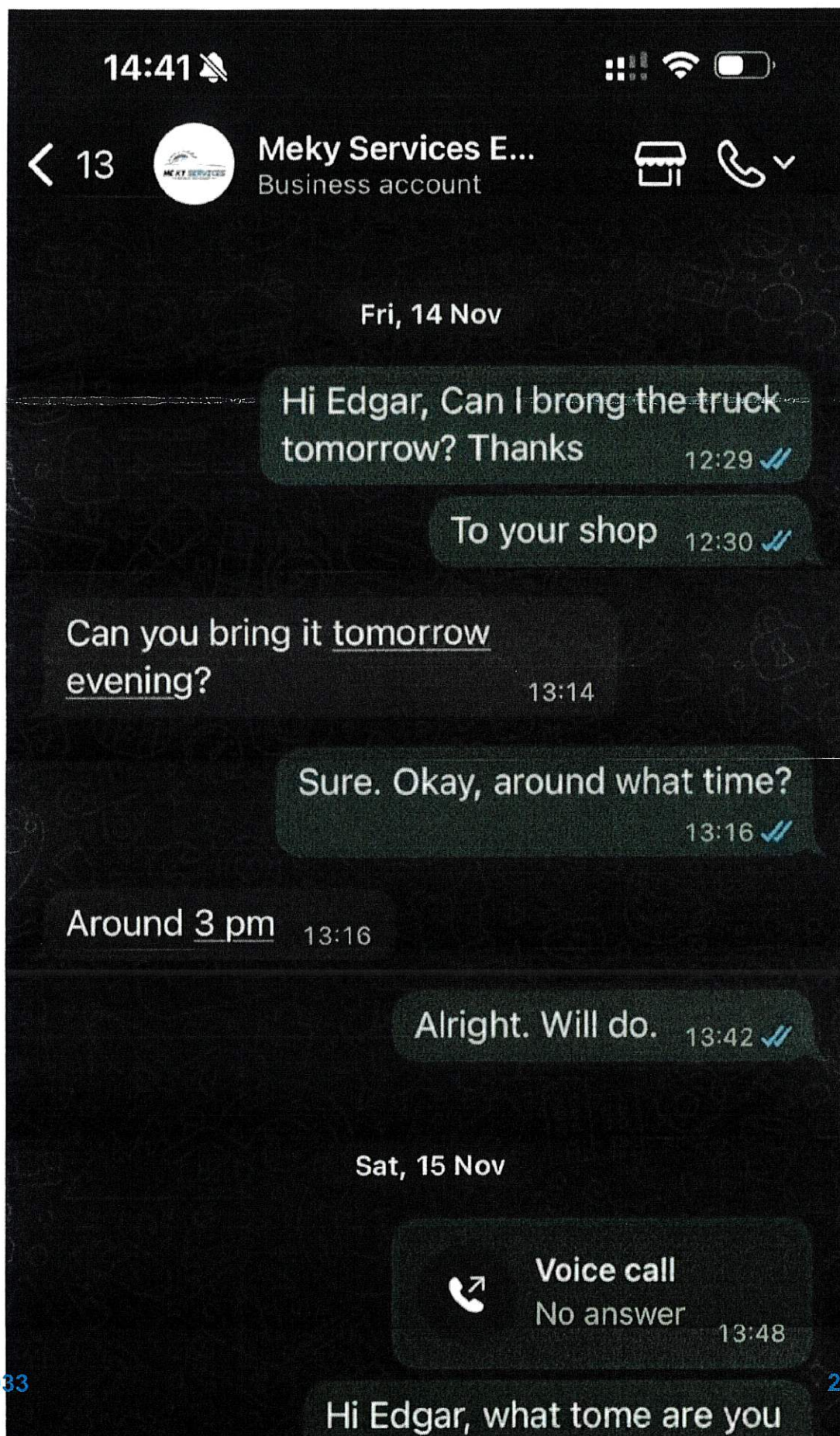
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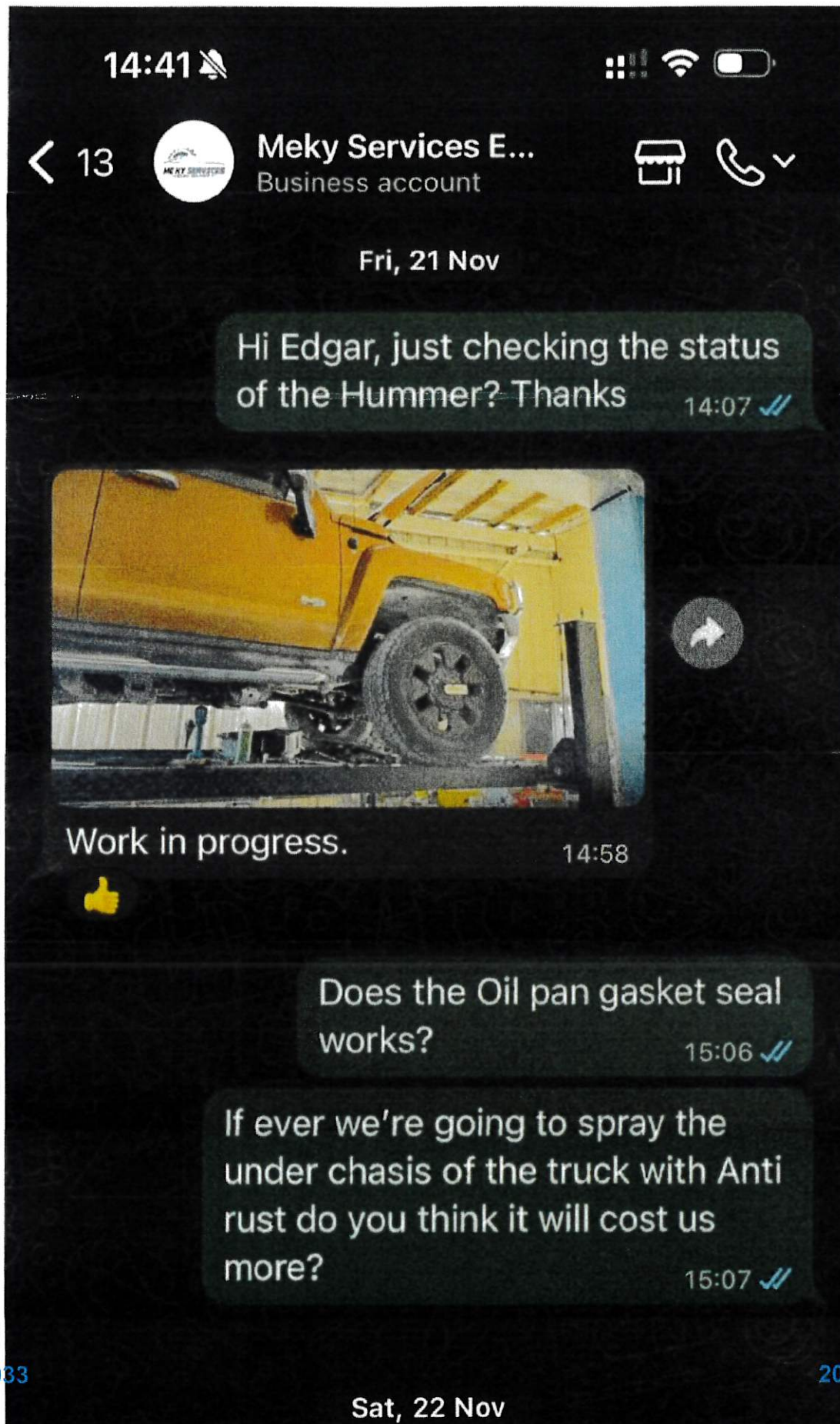


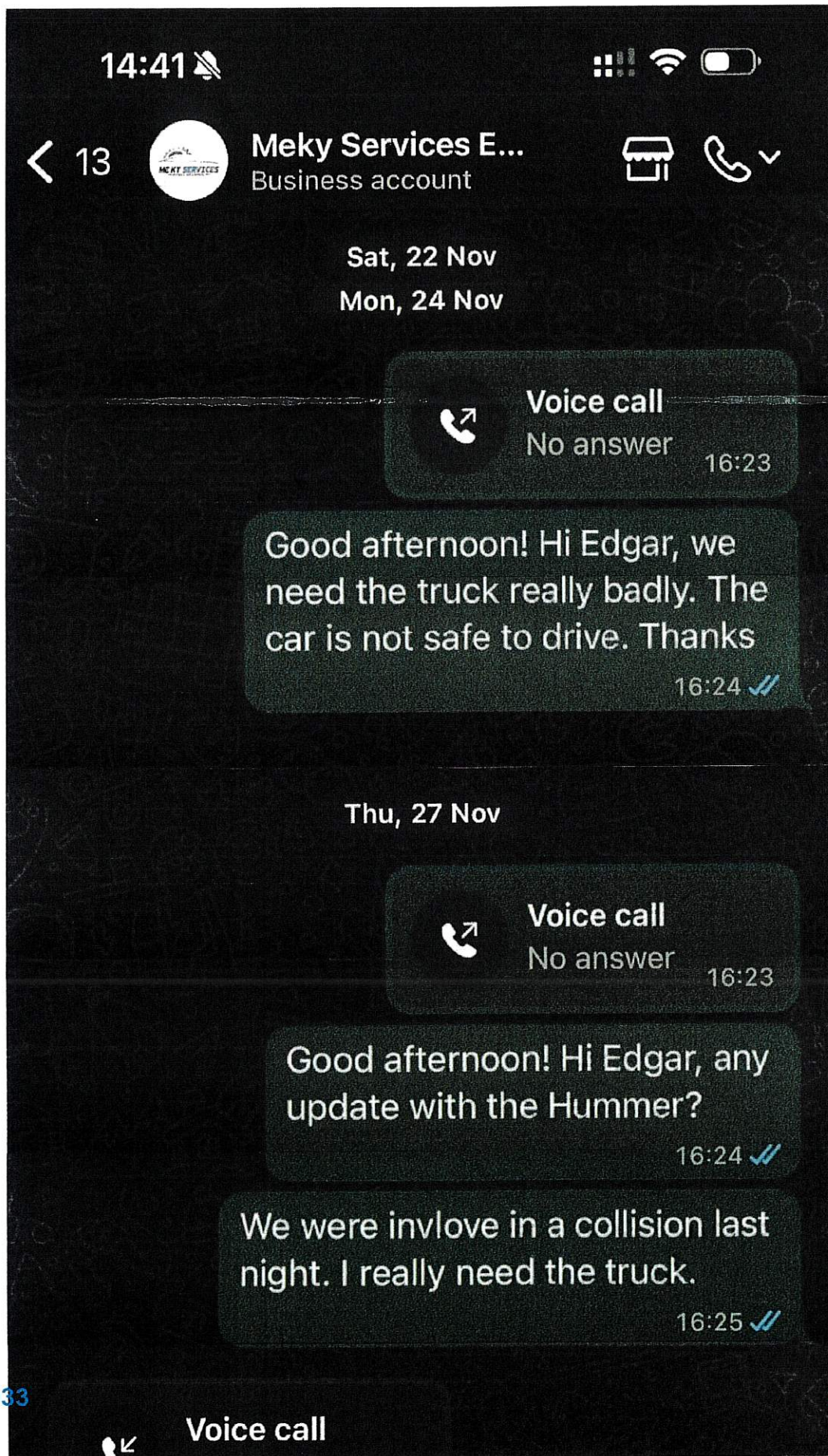


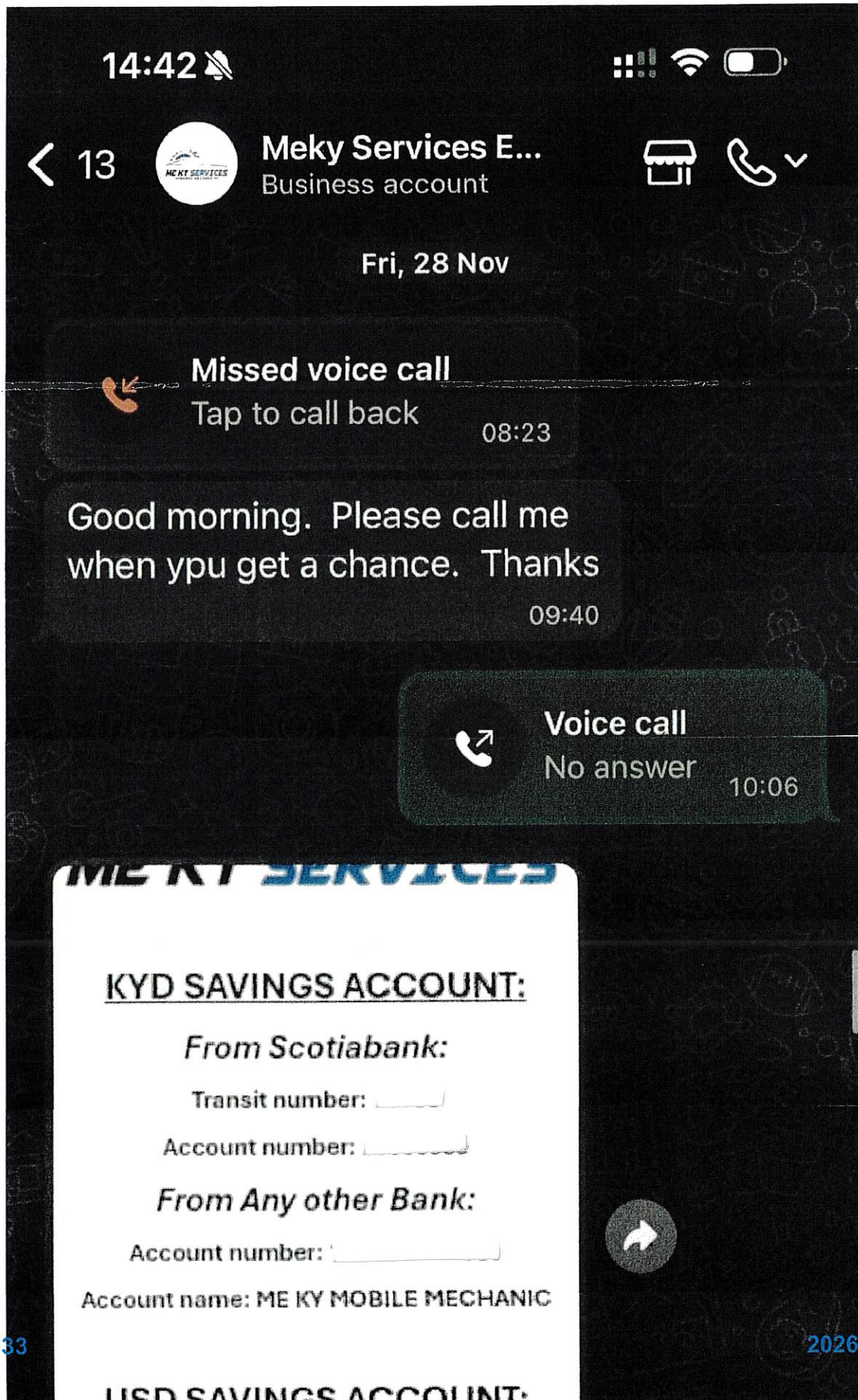


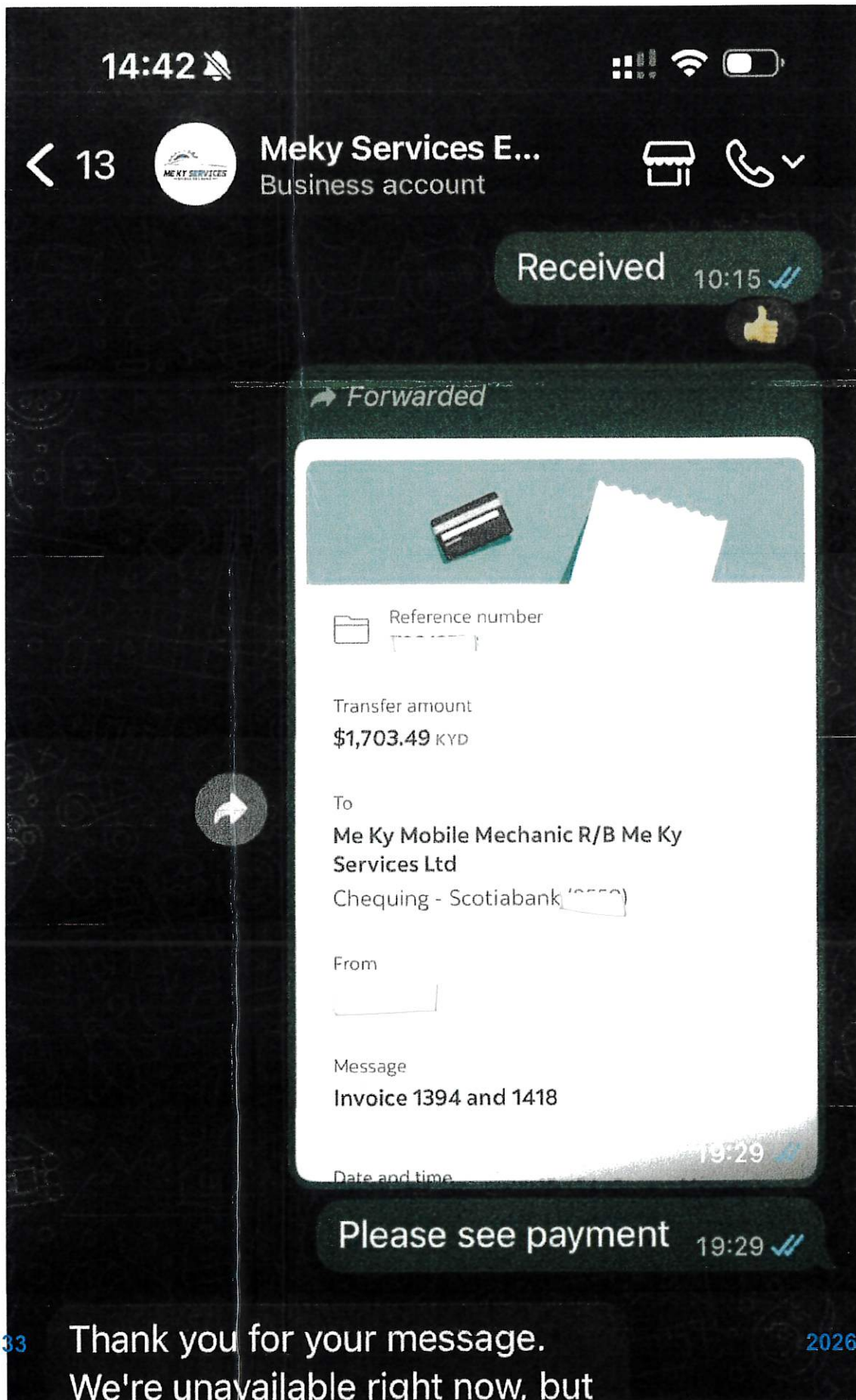


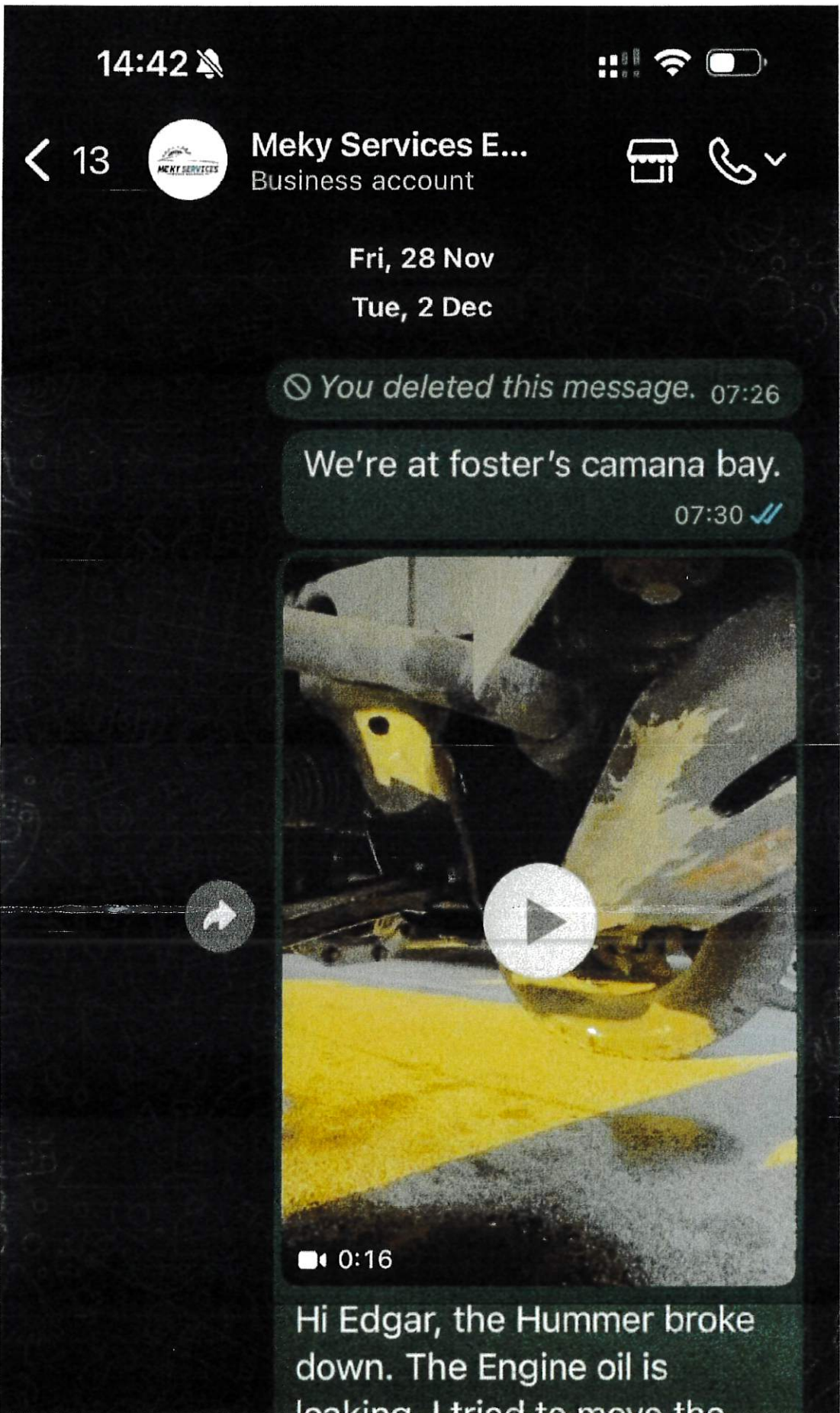


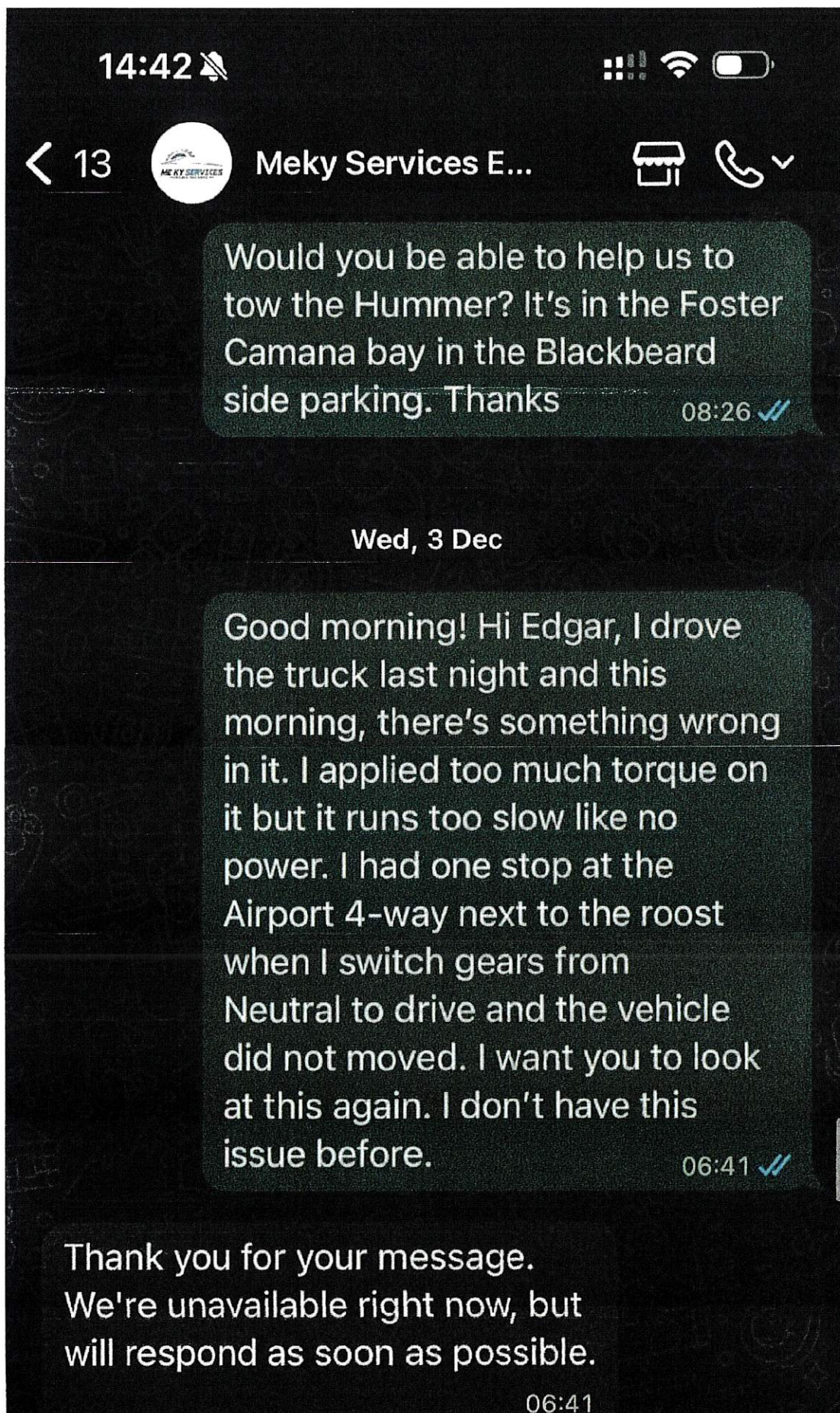


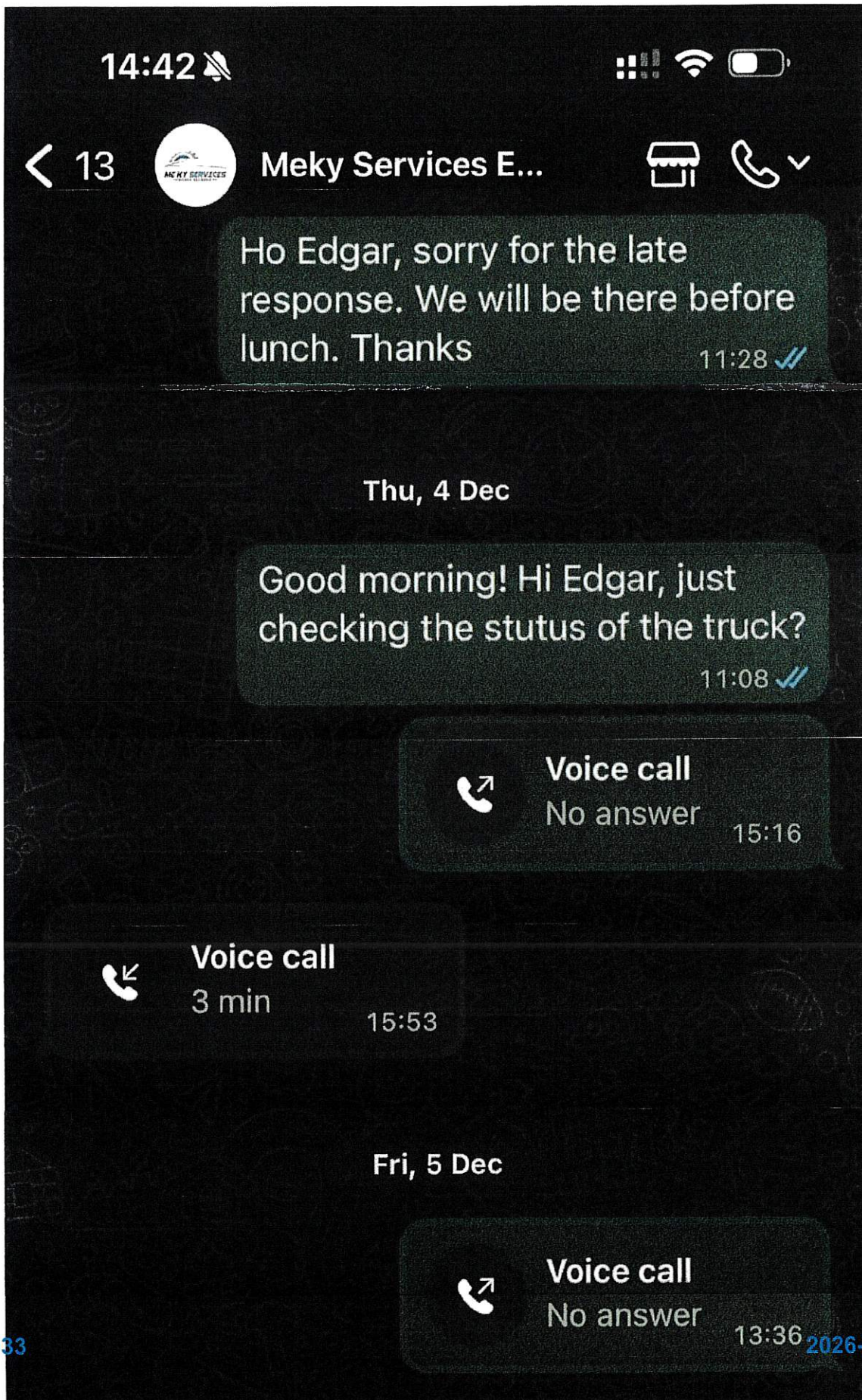


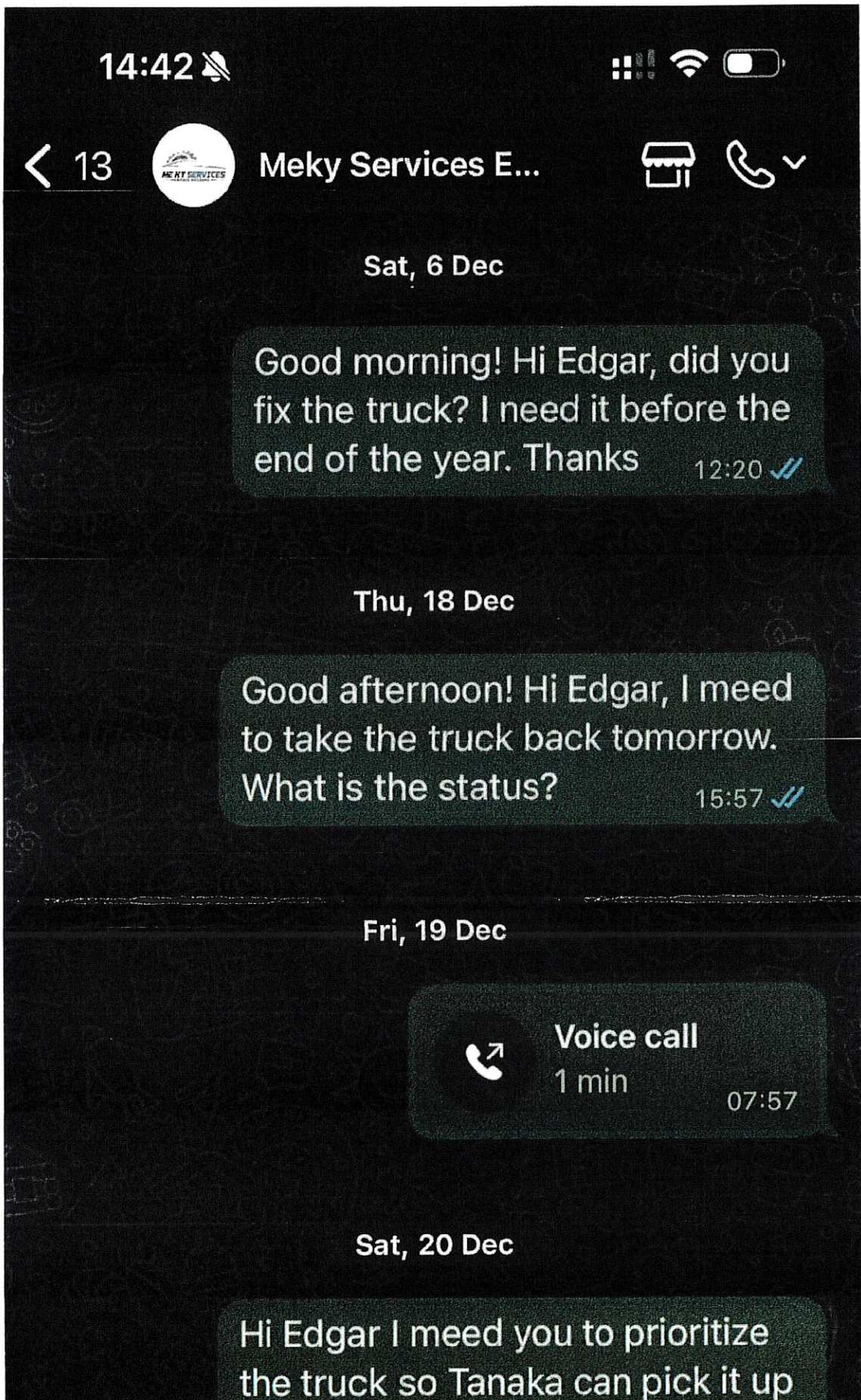


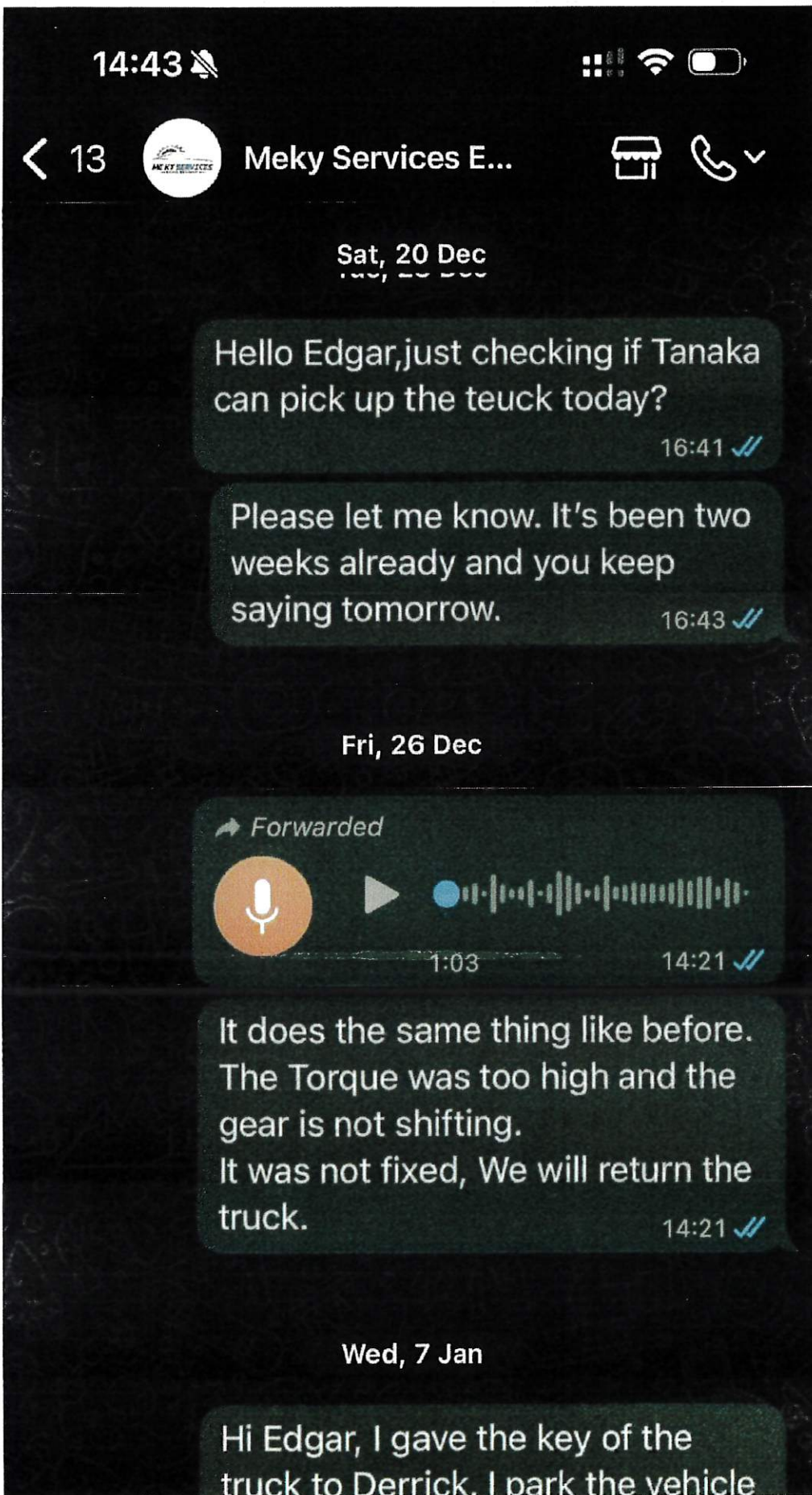


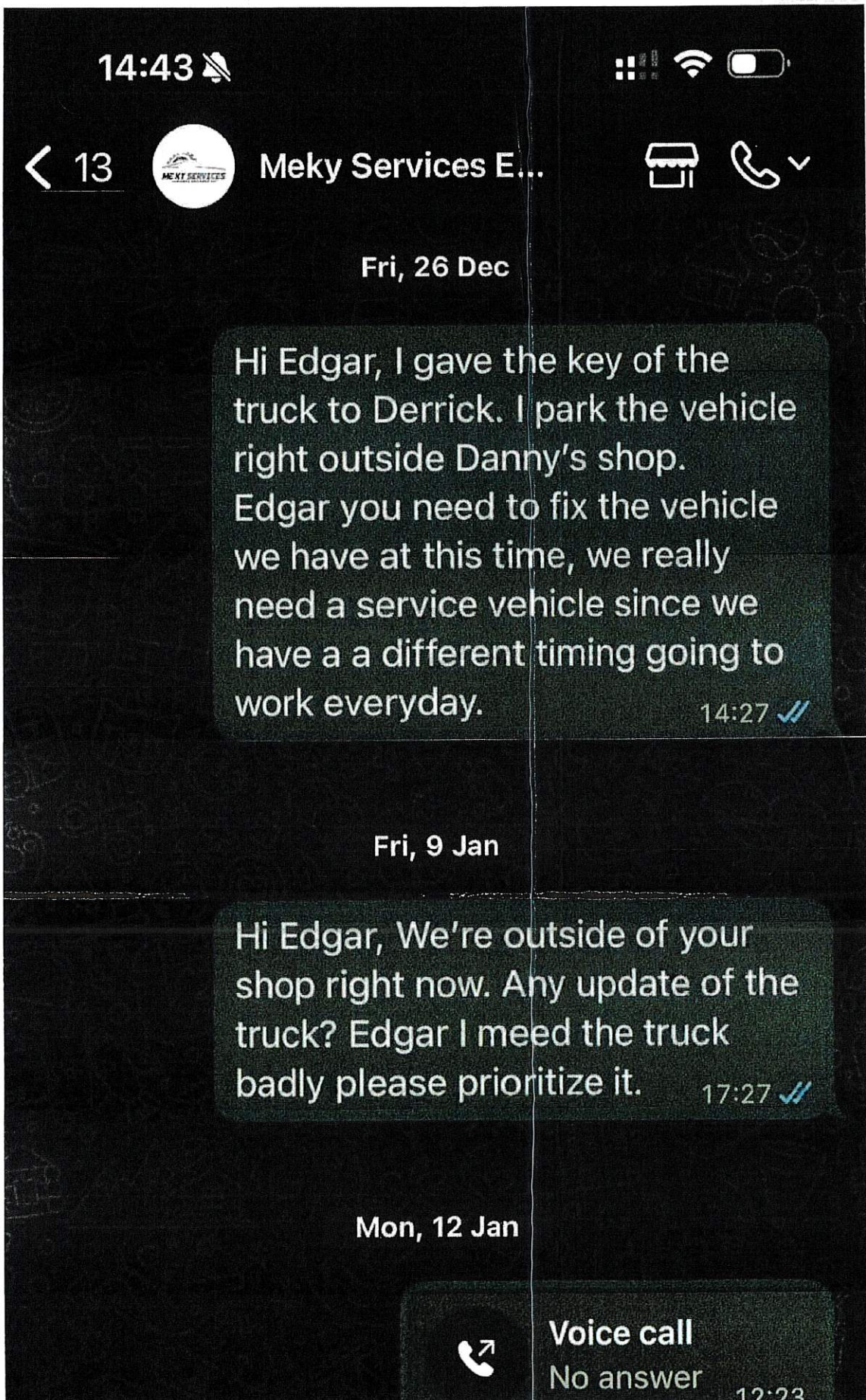


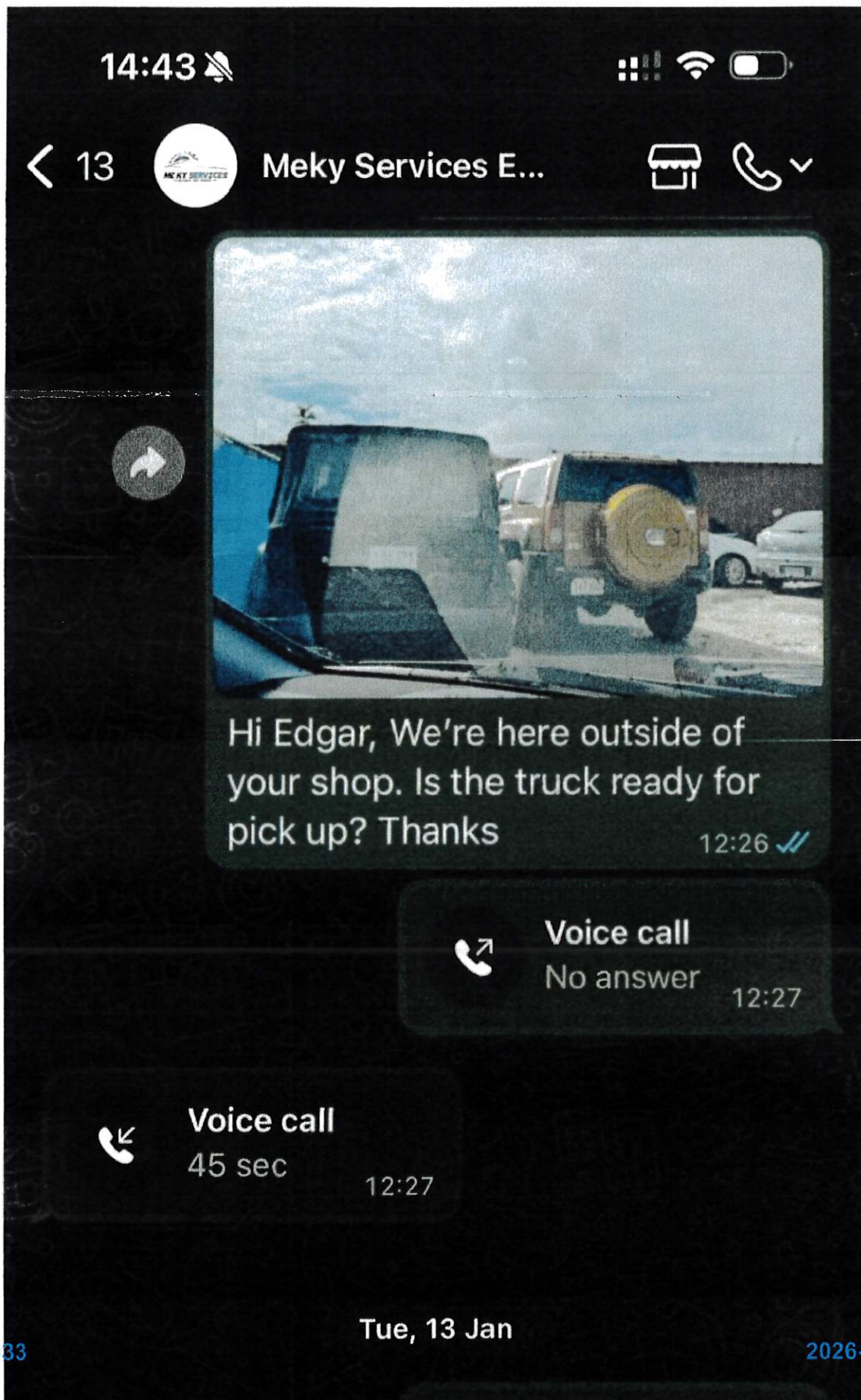


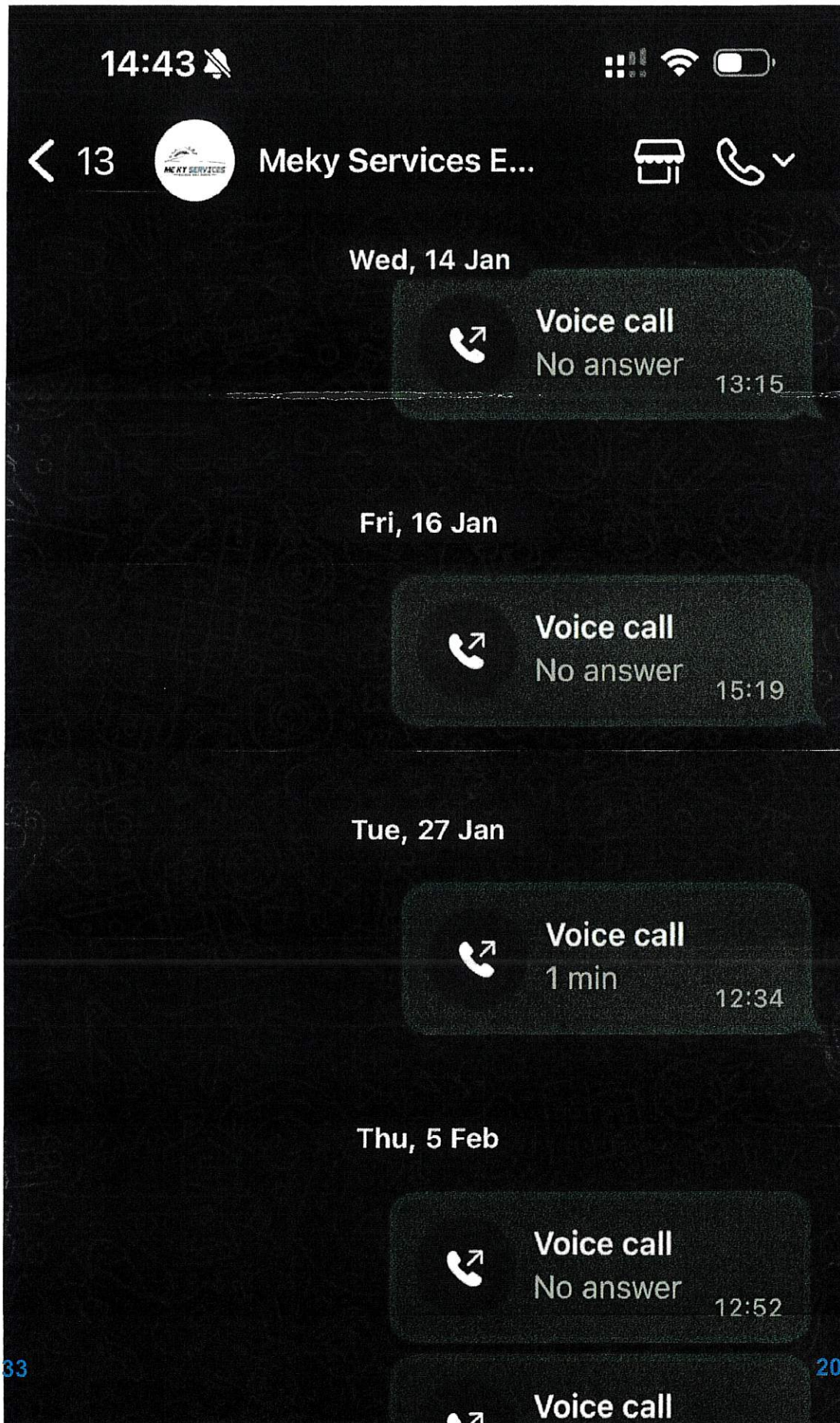


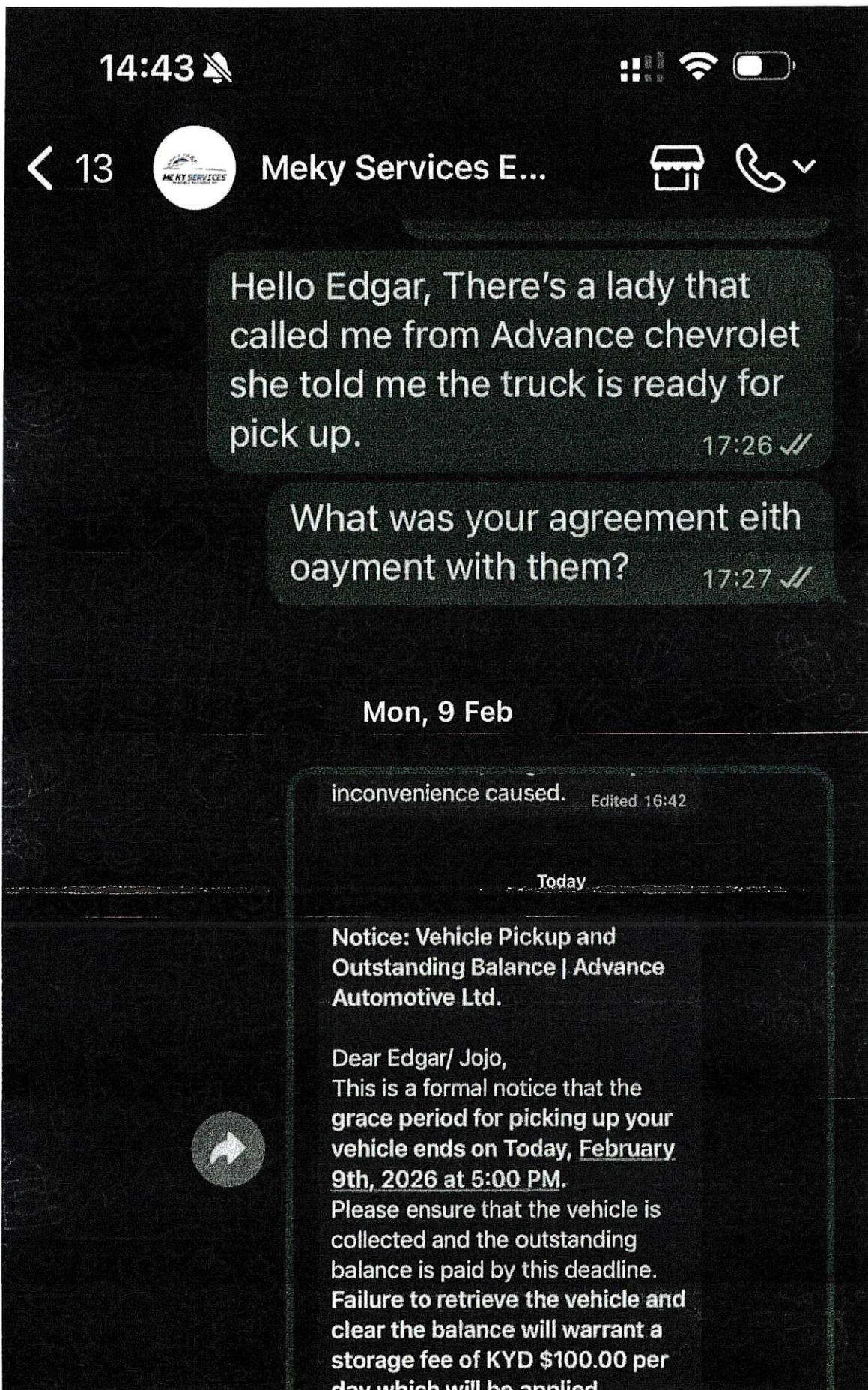


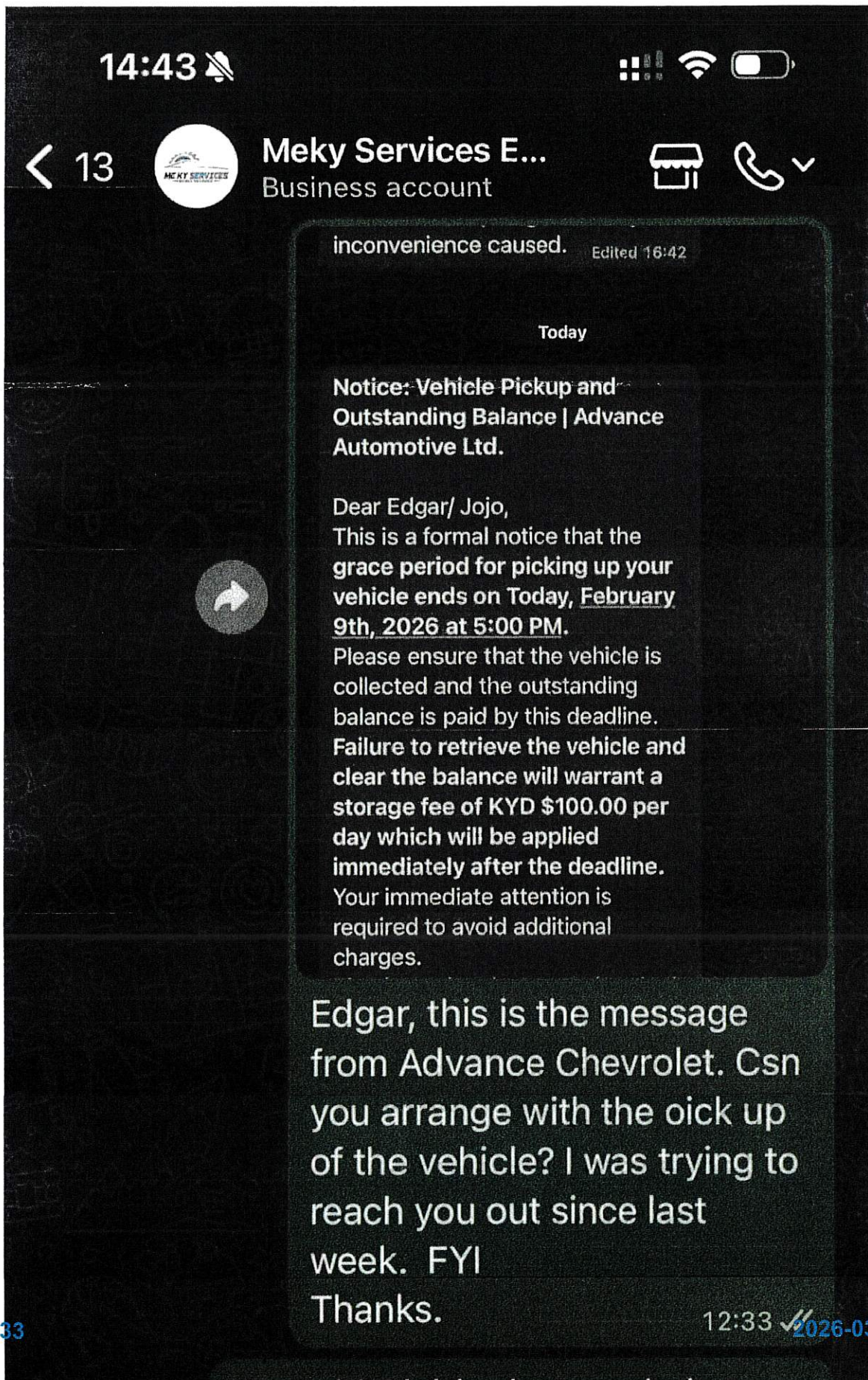


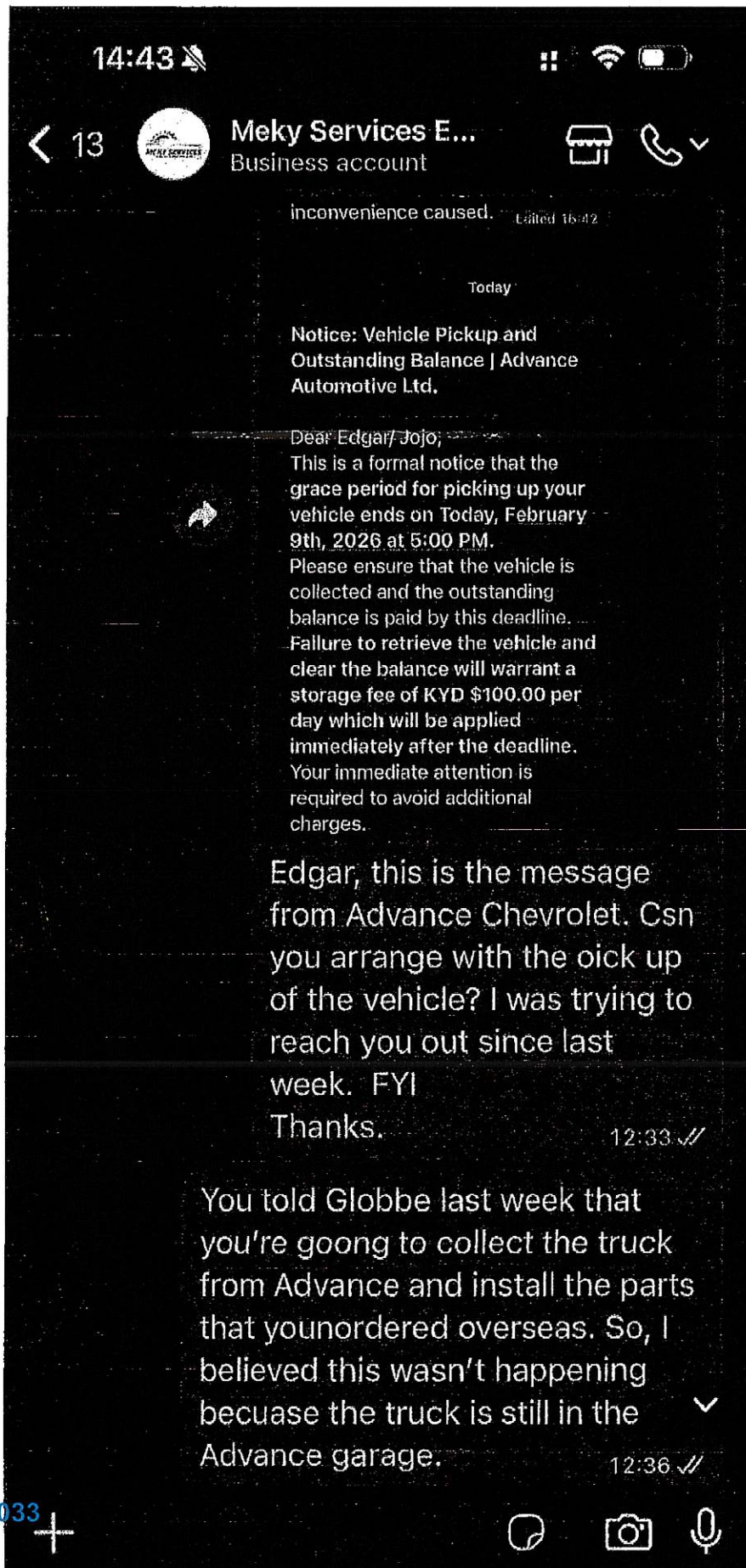












MEKY SHOP



