



IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S2026

BETWEEN

Chona Garcia

PLAINTIFF

AND

Rus Criston Palma Castillo

DEFENDANT

PLAINT

To the Defendant

Rus Criston Palma Castillo
Progressive Distributor (Workplace)
George Town
Grand Cayman
Cayman Islands
KY1 - 1112

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 29 day of September 2026

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff, Ms. Chona Garcia of 131 Maple Road Unit 4 City Walk Apartments is the registered owner of a 2009 Nissan March, Registration No. 199696 of which the defendant damaged during the hit and run.
2. The Defendant Mr. Rus Criston Palma Castillo, formerly residing at 131 Maple Road Unit No 11, City Walk apartments and is currently working at Progressive Distributors. The Defendant's registered address is Unknown, as he moved from his apartment shortly after the incident, he was the driver of the red Honda Fit registration number 220544, owned by Seaview Rentals Ltd.
3. On 6 August 2026, at Approximately 20:40 Hours, a motor collision occurred in the parking lot of City Walk Apartments 131 Maple Road, George Town. The Incident is documented in Accident Report No. 2026020770, prepared by the Cayman Island Police Service.
4. The Police Report states:
"Vehicle 1 was parked unattended...Vehicle 2 reversed and collided with the rear end of vehicle 1.the driver of the vehicle 2 exited the vehicle, looked at the damages and subsequently drove away.
5. The defendant was subsequently cited for driving while disqualified, driving without insurance, careless driving, leaving the scene of the accident.
6. The plaintiff submitted a claim to Indigo Insurance, the Insurer of Seaview Rentals Ltd, The Insur r issue a denial letter dated 22September 25, 2026 Stating: Seaview

Rentals Insurance Policy did not extend to Rus Criston Castillo, he was driving whilst disqualified and did not hold a valid driver's license. We recommend pursuing civil action against the driver.

7. As a result of the Defendants' negligent driving, the plaintiff's vehicle sustained rear end damage. Vampt Motors prepared a repair estimate dated 13 August 2026, showing gross total of CI\$1,455.35.
8. Due to Defendant's action, I will incur additional losses if I get a rental vehicle to get the repair done. Rental Cost of CI\$250 for 5days(approx.) Inconvenience fee of CI\$200.
9. The defendant has failed, refused or neglected to compensate the plaintiff for the damages caused.

AND THE PLAINTIFF CLAIMS:

1. Principal of \$ 1905.35 ;
2. Simple interest of \$ N/A on the principal claimed at the prescribed rate of 2% pursuant to the *Judgment Debts (Rates of Interest) Rules (2021 Revision)* calculated from N/A when the cause of action arose/when the principal was demanded to the day the Plaintiff was filed ;
3. Per diem of \$ N/a 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 ;

This **PLAINT** is filed by the Plaintiff, **Chona Garcia** as a litigant-in-person whose address for service is 72 North Church Street (waffle Monkey), George Town, Grand Cayman, Cayman Islands, KY1 - 1112

7. Bailiff Fees \$;
- or, in the alternative,
8. Costs to be assessed ; and
9. Such other relief as this Honorable Court sees fit.



Chona Garcia

Chona.Garcia2999@yahoo.com
72 NORTH CHURCH STREET
WAFFLE MONKEY
923-9560

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ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and address,
Rus Criston Palma Castillo
Progressive Distributors (WorkPlace)
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

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.