



No. 1

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Michael T Derzack

Plaintiff

AND:

(1) REMAX Cayman Islands
(2) James Bovell – Broker/Owner
(3) Samantha Payne – Sales Associate
(4) Sarah Miles – Operations Manager

Defendants

To the Defendants

To the First Defendant PO Box 30189, Grand Cayman, KY1-1201, Cayman Islands
To the Second Defendant PO Box 30189, Grand Cayman, KY1-1201, Cayman Islands
To the Third Defendant PO Box 30189, Grand Cayman, KY1-1201, Cayman Islands
To the Fourth Defendant PO Box 30189, Grand Cayman, KY1-1201, 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 Plaintiff 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 22nd Day of
June, 2026

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendants are indebted to him or are liable to pay damages to him)

See attached.

AND the Plaintiff claims:

- 1 The sum of \$ 17.900.
- 2 Interest in the sum of \$ 477.33 calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ TBD, alternatively costs to be assessed.

Michael T Derzack Digitally signed by Michael T Derzack
Date: 2026.06.16 11:35:32 -04'00'

Plaintiff's Signature

Plaintiff's address for service

Michael T. Derzack
P.O. Box 1134
Wexford, PA 15090 U.S.A.

THE HONOURABLE THE COURT OF THE SUMMARY COURT, GRAND CAYMAN

MICHAEL T. DERZACK,

Plaintiff,

v.

REMAX CAYMAN ISLANDS,
JAMES BOVELL/BROKER OWNER,
SAMANTHA PAYNE/SALES ASSOCIATE,
SARAH MILES/OPERATIONS MANAGER,

Defendants,

CAUSE NO.: SC _____ OF 2026

PARTICULARS OF CLAIM

Filed on Behalf of Plaintiff,
Michael T. Derzack

Pro Se

P.O. Box 1134
Wexford, PA 15090
U.S.A.

mderzack64@yahoo.com

(724) 713-1219

THE HONOURABLE THE COURT OF THE SUMMARY COURT, GRAND CAYMAN

MICHAEL T. DERZACK,

Plaintiff,

CAUSE NO.: SC _____ OF 2026

v.

REMAX CAYMAN ISLANDS,
JAMES BOVELL/BROKER OWNER,
SAMANTHA PAYNE/SALES ASSOCIATE,
SARAH MILES/OPERATIONS MANAGER,

Defendants,

PARTICULARS OF CLAIM**PARTICULARS OF CLAIM**

AND NOW, comes the Plaintiff, Michael T. Derzack, Pro Se, and files the within Particulars of Claim and in support thereof avers as follows:

1. On January 8, 2026, the Plaintiff entered into a CIREBA Multiple Listing Agreement with REMAX Cayman Islands, with the listing agent being Samantha Payne (See Exhibit 1).
2. First Defendant REMAX Cayman Islands, Second Defendant James Bovell – Broker/Owner of REMAX Cayman Islands, Third Defendant Samantha Payne – Sales Associate of REMAX Cayman Islands and Fourth Defendant Sarah Miles – Operations Manager of REMAX Cayman Islands have a registered office address of P.O. Box 30189, Grand Cayman, KY1-1201, Cayman Islands with physical address being Seven Mile Shops, 215B West Bay Road, Grand Cayman, Cayman Islands.

3. When entering a CIREBA Multiple Listing Agreement, the broker owes the seller a **fiduciary duty** to be honest, to act in the sellers' best interests, to market the property effectively, to provide accurate information, to coordinate the sale process, and to account for fees in accordance with CIREBA regulations. These obligations are designed to protect the seller's interests and ensure a fair, transparent transaction.
4. On February 16, 2026, the Plaintiff entered into a purchase agreement with buyers, that agreement formally being known as the CIREBA Offer to Purchase (See Exhibit 2).
5. On March 27, 2026, Plaintiff closed on the sale of Arvia 10, a condo property located in the Grand Harbour area.
6. At all times, REMAX Cayman Islands acted as Broker of Record, and the Sales Associate of REMAX Cayman Islands who listed the property was Samantha Payne.
7. Despite a duly executed Chattels List by all parties (See Exhibit 3), the buyers demanded that Plaintiff include items not on the Chattel List, specifically two (2) Serta Hotel Sapphire Suite II Euro Top Queen Mattresses valued at \$2,400 KYD.
8. Samantha Payne, Sales Associate REMAX Cayman Islands had repeatedly made numerous requests to the Plaintiff regarding whether miscellaneous items not on the Chattels List, including but not limited to hoses, plastic dishes, vacuum cleaner, etc. were included in the sale **despite having been already repeatedly been informed that if an item was not on the Chattels List it was not included in the sale.**
9. Samantha Payne, Sales Associate REMAX Cayman Islands had also been instructed to provide a list of chattels and upgrades to a perspective buyer **prior** to a buyer submitting a Offer to Purchase agreement to make certain that the buyer knew what was and was not included in the sale.

10. REMAX Cayman Islands failed in their fiduciary duty to protect the best interests of the Plaintiff, coercing the Plaintiff to include the mattresses, **not** included in the duly executed Chattels list, or lose the sale, whereby requiring that a second Chattel List be drafted and executed, which was tantamount to **extortion** whereby Samantha Payne pressured Plaintiff to sign a second revised Chattel List exemplified in her stating **“Good evening Mike and Karen. Just making sure you have the Docusign email to sign off on the revised chattels please as this is now holding up them signing off on the financing”** (See Exhibit 4).
11. In addition, Samantha Payne, Sales Associate of REMAX Cayman Islands violated her fiduciary duty and requirement to act in Plaintiff’s best interests, a breach of contract, by refusing to provide answers to Plaintiff’s questions, whereby said refusal, where breach of contract and misconduct are core elements of the Particulars of Claim are interpreted as an admission of guilt and potential liability (See Exhibit 5).
12. The questions asked of Samantha Payne were simple, straightforward not abusive or accusatory, designed to let the Plaintiff understand how this transaction unfolded, the first question being, “Where the buyers provided with the chattel list prior to their OTP [Offer to Purchase]? Yes or No.” (See Exhibit 5).
13. To secure an amicable resolution, Plaintiff initially requested that REMAX Cayman Islands compensate Plaintiff for only one half of the value of the mattresses, that amount being \$1,200 KYD.
14. REMAX Cayman Islands refused, citing that they had already reduced the commission, but failed to mention that the reduced commission was agreed to prior to any of the

events surrounding the Chattels/mattress issue and was not associated with the compensation requested for the mattresses.

15. Additionally, James Bovell/Broker Owner of REMAX Cayman Islands, in the course of responding to a third party, REMAX International, regarding the incident, made multiple defamatory statements that were false and damaging to Plaintiff's reputation (See Exhibit 6).
16. These statements were published and caused reputational harm, potential loss of business opportunities, public humiliation and damage to professional standing.
17. To attempt to resolve the matter amicably, Plaintiff met with Sarah Miles/Operations Manager of REMAX CAYMAN ISLANDS who refused to consider Plaintiff's position.
18. Subsequently, Plaintiff sent a demand letter via electronic mail with verification of receipt, to James Bovell – Broker/Owner of REMAX Cayman Islands, Samantha Payne - Sales Associate of REMAX Cayman Islands and Sarah Miles - Operations Manager of REMAX Cayman Islands with no response.
19. Plaintiff indicated in the demand letter that if Plaintiff was forced to initiate legal proceedings, Plaintiff would seek the full value of the mattresses as well as commission paid to REMAX Cayman Islands, court costs, interest and any other relief available under the law, including but not limited to damages for reputational harm, for breach of contract whereby REMAX Cayman Islands failed in their fiduciary duty to be honest and to protect the best interests of the Plaintiff (See Exhibit 7).

PRAYER FOR RELIEF

AND the Plaintiff claims, that Defendants pay Plaintiff for the entire value of the mattresses (\$2,400.00), forfeit partial commission (\$15,500.00), pay interest at 8% per annum calculated from date of closing to current date of filing with additional interest to be determined (\$477.33) and fixed costs incurred by Plaintiff including transportation expense, filing fees and additional fees yet to be determined at the prescribed rate.

Respectfully submitted,

Michael T. Derzack

June 22, 2026
Date


Michael T. Derzack

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. S2026-

BETWEEN	MICHAEL T. DERZACK	PLAINTIFF
AND	REMAX CAYMAN ISLANDS	1 st DEFENDANT
	JAMES BOVELL	2 nd DEFENDANT
	SAMANTHA PAYNE	3 rd DEFENDANT
	SARAH MILES	4 th DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

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

REMAX CAYMAN ISLANDS

P.O. Box 30189

*George Town**Grand Cayman**Cayman Islands*

KY1 - 1201

Registered Address

- State the 2nd Defendant's name and address,

JAMES BOVELL

Broker, Owner, REMAX Cayman Islands

P.O. Box 30189

*George Town**Grand Cayman**Cayman Islands*

KY1 - 1201

Registered Address

- State the 3rd Defendant's name and address,

SAMANTHA PAYNE

Sales Associate, REMAX Cayman Islands

P.O. Box 30189

*George Town**Grand Cayman**Cayman Islands*

KY1 - 1201

Registered Address

See Overleaf

State the **4th Defendant's** name and address,

SARAH MILES

Operations Manager, REMAX Cayman Islands

P.O. Box 30189

George Town

Grand Cayman

Cayman Islands

KY1 - 1201

Registered Address

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.