

No.
Plaint



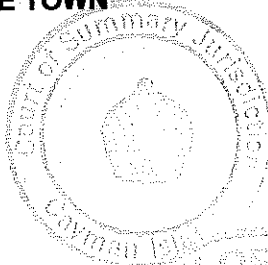
IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 0102 of 2017

BETWEEN:

ProCollect

Plaintiff



AND:

Marion Denise Casanova-Onfroy

Defendant



To the Defendant

Marion Denise Casanova-Onfroy

2 Walkers Road
P.O Box 11548 KY1-1104
Grand Cayman
Cayman Islands

THIS PLAINT has been issued against your by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaint 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 our full particulars of your defense 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 defense, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 30th day of May, 2017

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 Defendant is indebted to him or is liable to pay damages to him).

1. **The Plaintiff was given a loan C.I.\$500.00 from the defendant Procollect on the April 6, 2017**
2. **The Plaintiff signed agreement stating that she would pay the fee of 15% which is \$75.00.**
3. **As stated in the contract if the amount is not paid in full by April 30, 2017, the fees would raise to 30% which is \$150.00**
4. **On May 1, 2017 the Plaintiff was called concerning the loan and she asked if she could pay the fee of \$75.00 and pay off total amount in full on or before May 26, 2017.**
5. **Several phone calls were made to the Plaintiff concerning payment of the loan, the Plaintiff made several promises to pay said loan but failed or refused to do so making excuses why she did not pay.**
6. **As of May 30,2017 the plaintiff owes the defendant C.I.\$500.00 plus 30% \$150.00**

AND the Plaintiff claims:

1. Judgment for the principal sum CI\$500.00
2. Interest of \$150, as calculated at the prescribed rate as stated in the signed contract
3. Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$100.00 for service pursuant to Summary Court Rule alternatively costs to be assessed.
4. Total sum CI\$925..00



Plaintiff's Signature

Plaintiff's address for service:
ProCollect
4 floor Cardinal Plaza
Cardinal Avenue
P.O box 1145 Ky1 -1101
George Town
Cayman Islands

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: *Pro Collect*

Plaintiff

And: *Marion Denise Casanova-Anfroy*

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and 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 not intend to contest the action in whole or in part, you must set out full particulars of your defense overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PROCOLLECT INTERNATIONAL.
P O Box 1145, Grand Cayman KY1-1110, CAYMAN ISLANDS
Telephone: 345-949-8415
EMAIL: pro_collect@yahoo.com

CASH ADVANCE AGREEMENT

Date: 6-4-17 CLIENT NAME: Marión Pasanova-On Fray

For value received I, Marión Pasanova-On Fray severally promise to pay **PROCOLLECT INTERNATIONAL** the sum of CI\$ 500 plus 15% of said amount which

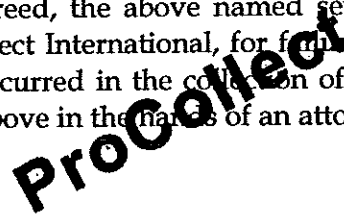
Totals CI\$ 575

By on or before (DD/MM/YYYY) 30.4.17 extended till 26.5.17
30-4-17

If amount is not paid on said date, This will give ProCollect just cause to proceed with Legal actions against me. You will give ProCollect the authority to take anything that is of value of the loan plus 30%

Client Signature M. On Fray

In case of any default as herein agreed, the above named severally promises to pay all fines imposed in accordance with ProCollect International, for failure to comply with this agreement together with all cost or expenses incurred in the collection of any sum due; also, if the holder hereof after default, shall place the above in the hands of an attorney-at-law for collections, to pay all costs incurred.



M. On Fray

Client Signature

[Signature]

Witness (staff only)