

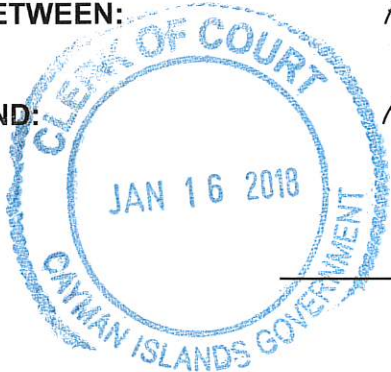
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 10 OF 2018

BETWEEN: *PROCOLLECT INTERNATIONAL* Plaintiff

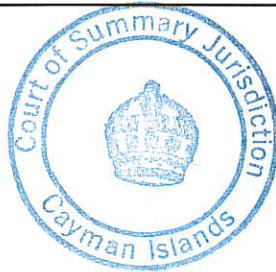
AND: *FELECIA CHRISTIAN* Defendant



PLAINT

To the Defendant

*FELEICA CHRISTIAN
C/O FIDILITY BANK
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 **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO 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 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 **16** day of **January 2018**

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 Defendant borrowed \$1,000.00 from the Plaintiff on July 21 2017 and a contract was signed to the agreement of the loan which was to be paid back in two parts \$600.00 in August and \$632.50 in September. (exhibit 1)
- 2 The Defendant failed to pay the loan and after numerous emails and phone calls from the Plaintiff stating that if no payment was made by December 15 2018 we would proceed to court.(exhibit 2)
- 3 The Defendant made a payment in December 2017 and informed the Plaintiff that she would be making the final payment on January 15 2018.(exhibit 3)
- 4 The Plaintiff sent an email to the Defendant on the 10 January 2018 to conform that the payment would be made by January 12 2018 and the Plaintiff wrote back stating that she would be seeking additional time. The Plaintiff sent a final email to the Defendant stating that if the full amount of \$607.00 was not paid.(exhibit 4)
- 5 After numerous phone calls to the Defendant, the defendant made promises to start making payment, after no payment was received from the defendant the plaintiff called the defendant only to discover that the defendant had blocked the plaintiff from placing any calls to him
- 6
- 7 As of January 16, 2018 as per contract the Defendant owes the Plaintiff \$850.00

AND the Plaintiff claims:

- (1) The sum of \$850
- (2) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Total sum \$1,150.00.



Plaintiff's Signature

Savemore Rent A Car
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN: *PROCOLLECT INTERNATIONAL* Plaintiff

AND: *FELECIA CHRISTIAN* Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*FELEICA CHRISTIAN
C/O FIDILITY BANK
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 defense overleaf.

Service of the Plaint is acknowledged accordingly.

FELEICA CHRISTIAN

Defendant's Signature

DATED this day of , 2018

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 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.

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: 21/7/17

CLIENT NAME: Felecia Christian

For value received I, Felecia Christian severally promise to pay PROCOLLECT INTERNATIONAL the sum of **CI\$1,000.00** plus 15% of said amount.

I Felecia Christian agree to pay \$600.00 on August 15 2017 and \$632.50 on September 15 2017

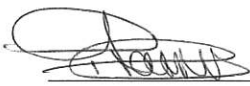
If the full amount is not paid on said date, This will give ProCollect just cause to proceed with Legal actions against me. You will give ProCollect the authority to take anything that is of value of the loan plus 40%

Client Signature  _____

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.



Client Signature



Witness (staff only)

All TYRONE FARNUM, search your mailbox

Search Mail

Search Web

Home

TYRONE



Compose

Archive Move Delete Spam Collapse All

- Inbox
- Drafts (50)
- Sent
- Archive
- Spam (53)
- Trash (16)
- Smart Views
- Folders
- Recent

Cash advance payment (3)

People

TYRONE FARNUM <pro_collect@yahoo.com> Jan 10 at 11:49 AM

To Felecia Christian

Good Day and happy new year Ms Christian,

Please conform that your payment of \$607.00 will be paid no later than Monday January 15, 2018?

Regards

Tyrone Farnum

Sent from Yahoo Mail. [Get the app](#)

Reply Reply to All Forward More

Felecia Christian <felecia.christian88@gmail.com> Jan 11 at 12:50 PM

To TYRONE FARNUM

This message contains blocked images. [Show Images](#) [Change this setting](#)

Dear Tyrone.

Happy new year to you as well. I hope that you are very well and the year has started great for you. Tyrone, can you give me an additional month to settle up with you. I am happy to pay the additional charge until Feb 15th.

Please let me know.

your continued patience has been very much appreciated.

Show original message

Kindest Regards,
Felecia L. Christian

Reply Reply to All Forward More

TYRONE FARNUM <pro_collect@yahoo.com> Jan 11 at 1:19 PM

To Felecia Christian

One click away from your upgraded Inbox



Compose



- Inbox
- Drafts (50)
- Sent
- Archive
- Spam (53)
- Trash (16)
- > Smart Views
- > Folders
- > Recent

Cash advance payment (3)

People

Reply Reply to All Forward More

TYRONE FARNUM <pro_collect@yahoo.com> Jan 11 at 1:19 PM
 To: Felicia Christian

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Hi Felicia

Every month that I write to you about paying, you say you will and you do not,

On the 12 December 2017 you wrote me a email saying that you would be paying off the full amount by December 15 and would pay something on the savemore Rent a car bill by December 30 2017.

That offer like the rest of them have fallen thru , you paid \$528 in December 2017 and assured me that you would pay the balance by the 15 January 2018 and I informed you that I would not be given you any more extensions.

This is a cash to pay day loan as you were informed and signed a contract saying so.

Your loan is now 7 months old and you were informed that if December 2017 passed and you do not pay the said full amount we would proceed to court and ask to garnish your wages.

As is the outstanding balance is now \$607.00 if this amount is not paid in full by Monday 15, 2018, you will be charged \$100.00 late fee, 15% of the amount owed and 40% of the total amount plus court fees ect.

I cannot give you any more time If you refuse to pay I will ask the court to take it out of your wages, it may be a smaller amount but it will be a lot more.

The amount for it to go to court will be in the region of \$1,277.00.

You received your loan and still did not pay.

As stated above your final date for payment is Monday 15 January 2018

Kind regards

Tyrone Farnum
Managing Director
ProCollect International
4 floor Cardinal Building
Cardinal Avenue
P.O.Box 1145
Grand Cayman KY1-1101
Tel: 1-345 929-7065
Email: pro_collect@yahoo.com

"Financial Discipline is the key to Success, Strong Relationships and Financial Freedom"

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