

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC H8 OF 2018

BETWEEN

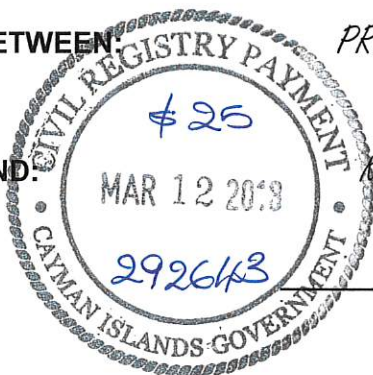
PROCOLLECT INTERNATIONAL

Plaintiff

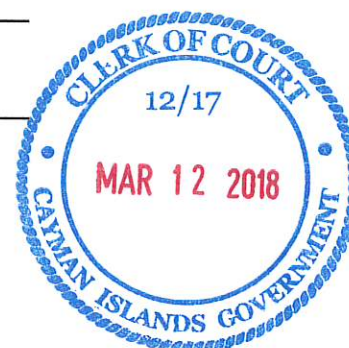
AND

KAEDI ROBINSON

Defendant



PLAINT



To the Defendant

*Kaedi Robinson
 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, 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment 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 day *12th March* of 20*18*

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 On October 26 2017 the Defendant borrowed \$750.00 from the Plaintiff and agreed to pay back the full amount plus 15% of the amount borrowed within 30 days of a total of \$863.00
- 2 A contract was signed between the Plaintiff and the defendant fully explaining the terms and conditions including the late fees and legal action. to which the defendant stated that she fully understood(exhibit 1)
- 3 On November 20 2017 the defendant made a payment of \$105.00 and asked for the loan to be rolled over to which we agreed to, thus making the new amount owed \$872 to be paid by December 15 2017.
- 4 On December 18 2017 the defendant made a payment of \$205.00 (even though she was 3 days late the plaintiff did not charge her any late fees. The Defendant again asked if the balance could be rolled over for the following month to which the Plaintiff agreed, thus bringing the new amount to \$767.00 to be paid on January 24 2018.
- 5 On January 31 2018 the defendant made a payment of \$250 leaving a balance of \$517.00 (no late fees was charges even though she was 7 days late) The Defendant asked if the balance could be taken over to February 20 2018, The Plaintiff agreed and informed the defendant that the new balance would be \$595.00
- 6 On February 26 2018 the defendant was contacted concerning her payment to which she stated that she changed jobs and she would be paying the plaintiff on March 8 when she get pay. The defendant was informed that that was not the arrangement and as such we would recall the loan if no payment has been made. The defendant was also informed that the interest rate went up from 15% to 20% effective March 1 2018.
- 7 As of Monday March 12 2018 the Defendant has not contacted the Plaintiff and as such the Plaintiff claims \$1,043.00 including late fee and interest as per contract. Simple Interest charged at 0.5% of a total 112 days \$1.00 a day which is \$112.00

AND the Plaintiff claims:

- (1) The sum of \$1,043.00
- (2) Interest as stated in Para 7 \$112.00
- (3) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (4) Total sum \$1,480.00



Plaintiff's Signature

ProCollect International
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

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

CASH ADVANCE AGREEMENT

Date: 26/10/17

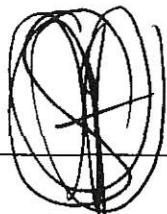
CLIENT NAME: Kaedi Robinson

For value received I, Kaedi Robinson severally promise to pay PROCOLLECT INTERNATIONAL the sum of CI\$750.00 plus 15% of said amount.

I Kaedi Robinson agree to deposit \$863.00 to Cayman National Bank A/C011-14712 on or before November 24, 2017

If I Fail Or Refuse To Pay The Full Amount On Said Date Late Fee Will Be Charged Of \$100 The First Week Thereafter Interest of 50% Will Be Added To your outstanding balance. If More Than Two Weeks Late We Will Proceed with legal action

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 *be* 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)

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND *:KAEDI ROBINSON*
Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Kaedi Robinson
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 Plaintiff is acknowledged accordingly.

KAEDI ROBINSON

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.