

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

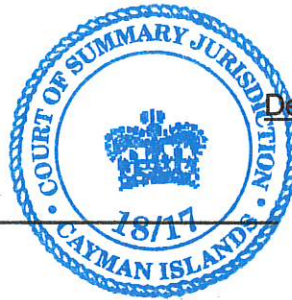
CAUSE NO. SC 204 OF 2018

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *AYLAIR MUNROE*

Defendant



PLAINT

To the Defendant

*Aylair Munroe  
#5 Ponessitta Lane  
Tropical Gardens  
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 **8** day of **October** 2018

**See overleaf for particulars of the Plaintiff's claim**

## PARTICULARS OF CLAIM

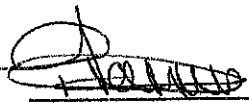
(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

- 1 The Plaintiff operates a cash to payday services that is licenses by the Cayman Island Government
- 2 On August 4 2018 the defendant came to the plaintiff and borrowed CI\$800.00. A contract was sign fully explaining the terms and conditions of the loan including the interest and the amount that had to be paid back and on what date. It was further explained to the defendant the penalties that would occur if failure to pay. The defendant agreed and signed the said contract (exhibit 1.)
- 3 On Monday August 6 2018 the defendant visited the plaintiff and requested to borrow an additional \$800.00 due to the fact that her family died in Jamaica and she needed to go to the funeral The plaintiff informed the defendant that if an additional \$800 .00 was to be lent to her how would she pay it back as the total amount she would have to pay back would be \$1920.00 the defendant replied that she collects rent from her plaza and would pay from that.
- 4 The contract was amended and the defendant signed and agreed to all terms.(exhibit 2)
- 5 On Friday August 31 the plaintiff called the defendant 10 times and got no answer. The plaintiff went to the defendant plaza where she also runs a shop and asked her why she did not answer his calls the defendant replied that she was under stress as her husband sick with his knee and she does not know what to do The plaintiff called asked the defendant when will she pay and the defendant replied that she would pay on September 3 2018, the defendant was remained that a \$100.00 late fee would be added to the balance as per contract.
- 6 On September 3 2018 the plaintiff called the defendant however the defendant refuse to answer, the plaintiff visited the defendant shop again and the defendant promised to pay back said loan by the end of the week. The defendant was reminded that 20% interest would be added to the balance as per contract and the outstanding balance would now be \$2,424.00.
- 7 On September 6 2018 the defendant called the plaintiff and stated that she paid \$600.00 and would pay the balance by September 28 2018, The defendant was informed that the balance owed was now \$1,824.00
- 8 On September 27 the plaintiff called the defendant and asked about the payment to which the defendant stated that she was busy and would call back, About six hour later the plaintiff called the defendant as she did not call back and asked about the payment, The defendant asked the plaintiff to come and see her, The plaintiff visited the defendant at her shop again to which the defendant asked the plaintiff if she could pay \$1000.00 on October 5 2018 and the balance at the end of the month. The plaintiff informed her that because it is going into another month 20% interest would have to be added on to the balance so she would pay \$1000 on October 5 2018 and \$1188.00 on October 31 and the defendant agreed. The defendant was informed that the plaintiff would waive the September late fees however if payment of \$1000 was not received by October 5 we would take legal action and she agreed.
- 9 On October 5 the plaintiff called the defendant concerning the payment and the defendant stated that she did not have all the \$1000.00 but before the day is out she would pay something, however at the closing of the day the defendant did not pay anything.
- 10 The plaintiff texted the defendant to which she replied "don't be hard on me gimmie a bly" The defendant was warned that if no payments were not made by October 6 2018 we would seek legal action to retrieve our monies as we are just getting the run around.

11 As of Monday October 8 2018 the plaintiff claims \$3,283.20 including fees and interest as per contract. Simple interest at 5% pa. \$0.45pd until full payment is done .

AND the Plaintiff claims:

- (1) The sum of \$3,283.20.
- (2) Interest of \$0.45pd until full payment has been made as in Para 11.
- (3) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$100.00 alternatively costs to be assessed.
- (4) Total sum \$3,583.00



Plaintiff's Signature

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

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_ OF 20\_\_

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *AYLAIR MUNROE*

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

*Aylair Munroe  
#5 Ponessitta Lane  
Tropical Gardens  
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.**

*Aylair Munroe*

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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)

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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 ISLAND

Telephone: 345-929-7065

EMAIL: pro\_collect@yahoo.com

**CASH ADVANCE AGREEMENT & IRREVOCABLE AUTHORITY TO DEDUCT**

**Date:** 08/4/18

**CLIENT NAME** Aylair Munroe

**Cell Phone** 924-9553

**Work Phone**

**Email Address** eylairmunroe@gmail.com

**Mailing Address** P.O. Box 12032 ky 1-1010

**Physical Address** 5Ponessitta Lane Tropical grd

**Amount Requested** \$800.00

**20%Fee** \$160.00

**Total Amount** \$960.00

**Payment Date** 8/31/18

For value received I Aylair Munroe severally promise to pay PROCOLLECT INTERNATIONAL the total amount noted above on or before the date listed above.

I will authorize any person, body, or institution whether in the Cayman Islands or elsewhere employing me in the future, to deduct from the salary, income, wage or the like payable to me, such sums of money as Procollect International shall notify to you in writing, is owing by me to Procollect International in respect of the repayment of principal interest and fees.

**If amount is not paid on the said date A LATE FEE OF \$100.00 WILL BE CHARGED FOR THE FIRST DAY LATE. IF 5 DAYS LATE 20% WILL BE ADDED TO THE OUTSTANDING BALANCE. IF MORE THAN 10 DAYS LATE THE LOAN WILL BE RECALLED AND 50% WILL BE ADDED TO THE OUTSTANDING AMOUNT**

**THIS WILL GIVE PROCOLLECT JUST CAUSE TO PROCEED WITH LEGAL ACTIONS**

I agree to deposit \$960.00 to Cayman National Bank A/C 011-14712 on or before August 31, 2018

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.

I Aylair Munroe agrees to the terms and conditions of this contract



Client Signature



Witness ( staff only)

**PROCOLLECT INTERNATIONAL**

P O Box 1145, Grand Cayman KY1-1110, CAYMAN ISLAND

Telephone: 345-929-7065

EMAIL: pro\_collect@yahoo.com

**CASH ADVANCE AGREEMENT & IRREVOCABLE AUTHORITY TO DEDUCT**

<sup>65.F</sup>  
**Date:** 08/4/18

**CLIENT NAME** Aylair Munroe

**Cell Phone** 924-9553

**Work Phone**

**Email Address** aylairmunroe@gmail.com

**Mailing Address** P.O. Box 12032 ky 1-1010

**Physical Address** 5Ponessitta Lane Tropical grd

**Amount Requested** \$1600.00

**20% Fee** \$320.00

**Total Amount** \$1920.00

**Payment Date** 8/31/18

For value received I Aylair Munroe severally promise to pay PROCOLLECT INTERNATIONAL the total amount noted above on or before the date listed above.

I will authorize any person, body, or institution whether in the Cayman Islands or elsewhere employing me in the future, to deduct from the salary, income, wage or the like payable to me, such sums of money as Procollect International shall notify to you in writing, is owing by me to Procollect International in respect of the repayment of principal interest and fees.

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Aylair Munroe

Client Signature

[Signature]

Witness ( staff only)