

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 244 OF 2018

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

MARK MILLER

Defendant



PLAINT



To the Defendant

*Mark Miller
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 23 day November of 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 On September 27 2018 the Defendant borrowed \$1500.00 from the Plaintiff and agreed to pay back the full amount plus 20% of the amount borrowed on October 25 2018 of a total of \$1800.00
- 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 he fully understood(exhibit 1.)
- 3 The defendant has borrowed money from the plaintiff numerous times in the past
- 4 On October 25 2018 the defendant texted the plaintiff however the plaintiff did not reply until October 27 2018, he then stated that he was having problems with his phone and would make full payment on Monday October 29, 2018.
- 5 On Monday October 29 2018 the plaintiff texted back the defendant informing him that as per contract \$100.00 late would be applied bringing the total to \$1,900.00and if the loan was not paid back by Wednesday 31 October another 20% would be added to the balance.
- 6 The defendant responded that he understood and would make payment the latest 2;30-3 the said day. At 11;56 the defendant texted the plaintiff informing him that he would not be able to pay because he is waiting on insurance money and he lent him mother some money. The plaintiff asked the defendant that the agreement was for him to pay when he get pay. The defendant then called the plaintiff and informed him that he would be paying on November 16, 2018
- 7 On November 16 2018 the plaintiff texted the defendant about the payment and informed him that 20% as per contract has been added to his balance as per contract and his outstanding balance is now \$2,280.00 The defendant agreed and stated that he would pay by November 22 2018
- 8 On November 22 2018 the plaint called the defendant and could not get thru he then texted the defendant and still no reply, he called his office to which the defendant was not at work but the plaintiff left the message with his supervisor. At about 5pm on the said day the plaintiff called the defendant from a different number to which he answered when the plaintiff identified himself the defendant said I am a customs officer you can't do me nothing and hanged up the phone. The plaintiff tried to call back again but the defendant blocked it
- 9 As such as of November 23 2018, the defendant owes the plaintiff the principal amount of 3,420.00 (as per contract)

AND the Plaintiff claims:

1. The sum of \$3,420.00
2. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
3. Total cost \$3,745..00



Plaintiff's Signature

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

Filed by ProCollect International P.O. Box 1145 KY1-1101 George Town Grand Cayman

PROCOLLECT INTERNATIONAL

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

Telephone: 345-949-8415

EMAIL: pro_collect@yahoo.com

CASH ADVANCE AGREEMENT & IRREVOCABLE AUTHORITY TO DEDUCT

T.F.
09

Date: 08/27/18

CLIENT NAME Mark Miller

Cell Phone 924-1299

Work Phone 244-4989

Email Address caycus77@gmail.com

Mailing Address P.O. Box 10632 ky1-1006

Physical Address 28 victory ave prospect

Amount Requested \$1500.00

20% Fee \$800.00

Total Amount \$1800.00

Payment Date 10/25/18

For value received I Mark Miller 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 \$1800.00 to Cayman National Bank A/C 011-14712 on or before October 25, 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 Mark Miller agrees to the terms and conditions of this contract



Client Signature



Witness (staff only)

[1:28 PM, 10/25/2018] Procollect International: Hey mark

[10:25 AM, 10/26/2018] Procollect International: HI I have text you no reply as such there is a 100 late fee as per contract your balance is now 1900 if no payment is made by today 20% is added to you balance and we proceed to court

[2:54 PM, 10/27/2018] +1 (345) 924-1299: Got little problem gods willing sort it out Monday okay sorry for the wait phone got wet and was working properly and crack the screen

[8:25 AM, 10/29/2018] Procollect International: HI I am very disappointed in you, if there was a situation you should have contacted me anyway as per contract your outstanding balance is 1800.00 and you are now 5 days late that is s \$100.00 late charge outstanding balance is now \$1900.00 if no payment is made by Wednesday 31 a 20% will be added to the balance and we proceed to court

[8:26 AM, 10/29/2018] +1 (345) 924-1299: Understood sorry will make deposit during lunch latest 230-3

[8:26 AM, 10/29/2018] +1 (345) 924-1299: Maybe earlier cause flight usually comes early on Mondays

[11:56 AM, 10/29/2018] +1 (345) 924-1299: Got some bad news but I will get your money not got be able to get the money today

[11:56 AM, 10/29/2018] Procollect International: hen and what happen

[11:57 AM, 10/29/2018] +1 (345) 924-1299: Waiting on my insurance and lent my mommy some money now insurance na come true yet

[11:58 AM, 10/29/2018] Procollect International: I dont understand this money was to be paid as you got pay now you are telling me you waiting on insurance??

[11:59 AM, 10/29/2018] +1 (345) 924-1299: And my mom apartment sale should finalize this month

[12:00 PM, 10/29/2018] +1 (345) 924-1299: Waiting the girl pension to come through she got her mortgage CNB

[12:00 PM, 10/29/2018] +1 (345) 924-1299: She owes lot of money cause mostly getting advances to help her out

[12:01 PM, 10/29/2018] +1 (345) 924-1299: And finally got my car back so get back on track soon

[12:02 PM, 10/29/2018] Procollect International: i dont understand

[12:03 PM, 10/29/2018] +1 (345) 924-1299: I gonna get ya May take two weeks more

[12:03 PM, 10/29/2018] +1 (345) 924-1299: I'm *

[12:03 PM, 10/29/2018] +1 (345) 924-1299: I give ya a call later when I go for lunch

[12:12 PM, 10/29/2018] Procollect International: well accoring to the contract that you signed if you are one day late it is a \$100.00 fee if you are 5 days late then 20% have to be added to the bill as such you borrowed \$1500 interest was \$300 you were to pay back \$1800 on the 24 October 2019 you did not late fees of \$100 was added to your outstanding balance total owed now \$1900.00You are now requesting additional two weeks to which 20%will have to be added on to your total. Total of \$2280.00 has to be paid in full on or before November 16 2018

[12:14 PM, 10/29/2018] Procollect International: if you fail to pay in fuil by such date 50% will be added to the bill and we have to proceed with legal action

[1:14 PM, 10/29/2018] +1 (345) 924-1299: Okay understood sorry for the hold up

[10:20 AM, 11/6/2018] Procollect International: Hi Mark just conforming that the 2280 is all good for the Friday 16 November 2018

[10:22 AM, 11/6/2018] +1 (345) 924-1299: Pay day 22nd if I can before I will mom should finish her house sale by then

[10:29 AM, 11/6/2018] Procollect International: Mark it is very clear that we are having a problem on october 29 you told me you would be paying in two weeks which was the 16 now you change the dates to the 22 please be reminded that weather your mom sells her house or not is of no concern to me. If for whatever reason that \$2280 is not paid by 12 am on November 22 2018 50% will be added to the bill and we have to proceed to court. I asked you before you borrowed the money if you were able to pay it back and you said yes now you are given me excuses. I would not like this to go any futher but if the monies is not paid I will have to proceed the worst thing about it all you dont even have the decency to contact me if i dont call or text i know nothing is that right with your behaviour?

[10:36 AM, 11/6/2018] +1 (345) 924-1299: I will definitely make a pay by 22nd

[8:33 AM, 11/22/2018] Procollect International: Good morning Mark just a reminder that your payment is due today november 22 2018 in the amount of 2280.00

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No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND *MARK MILLER*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

MARK MILLER *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.

MARK MILLER

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.