

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 73 OF 2019

BETWEEN:

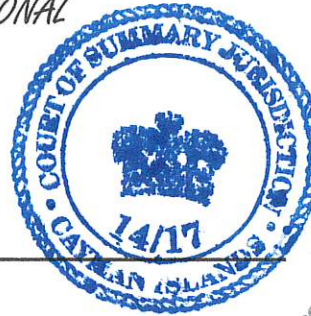
*PROCOLLECT INTERNATIONAL*

Plaintiff

AND:



*SHARLANE DAWINKS*



Defendant

PLAINT

To the Defendant



*Sharlane Dawinks  
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 Plaintiff 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 1 day April of 2019

**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 February 26 2019 the Defendant borrowed \$1500.00 from the Plaintiff and agreed to pay back the full amount plus 20% of the amount borrowed. The payback period was to be on March 25 2019 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 she fully understood (exhibit 1.)
- 3 The defendant has borrowed money from the plaintiff numerous times in the past
- 4 On March 22 2019 the defendant called the plaintiff to remind her of the payment due and she stated not to worry she will have the money for me.
- 5 On Monday March 25 2019 the plaintiff called the defendant about the payment, and the defendant stated that she would be depositing the funds that evening.
- 6 On Tuesday March 26 2018 The Plaintiff called the defendant but did not get a reply the plaintiff then texted the defendant to which she replied that she went to the dentist responded that she was unable to do it but she would do so in the morning, the plaintiff reminded the defendant about the late fees and she stated that she understood (Exhibit 2)
- 7 On Friday March 29 2018 the plaintiff called the defendant via from another asking about the payment to which the defendant replied that "she sold her car and she would be making the deposit" The plaintiff asked the defendant why did she not explain to him what was the problem so they could have worked it out? To which she replied "I don't have to tell you or nobody my business you will get your money" The plaintiff informed the defendant that he would waive the late fees but if the monies were not paid by that evening March 29 2019 he would be proceeding to court, to which stated you will get your monies by this evening Friday March 29 2019..
- 8 As of Monday April 1 2019 no payment has been received from the defendant nor has the defendant contacted the Plaintiff.
- 9 As such as of Monday April 1 2019 , the defendant owes the plaintiff \$2,700.00 including the principal and interest as per contract (Exhibit 1)

AND the Plaintiff claims:

1. The sum of \$2,700.00
2. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
3. Total cost \$3,025..00



Plaintiff's Signature

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

[5:26 PM, 3/26/2019] Procollect International: Hi sharlane

[5:26 PM, 3/26/2019] Procollect International: I have not received your payment as yet

[5:27 PM, 3/26/2019] Procollect International: I called you twice to find out if something was wrong however you did not give me a chance to speak

[5:28 PM, 3/26/2019] Sharlane: U was in the dentist chair when u call me and i could not talk

[5:29 PM, 3/26/2019] Sharlane: Got my teeth extracted and have stitches in my mouth i go and do in in the morning

[5:29 PM, 3/26/2019] Procollect International: Am sorry to hear what has happened but u should have texted or call me you said yesterday then today

[5:30 PM, 3/26/2019] Procollect International: I understand but I have to answer to someone

[5:30 PM, 3/26/2019] Sharlane: Well i told u that yes but like i said in the morning

[5:31 PM, 3/26/2019] Procollect International: Last month you were very late and I did not charge you late fee I told you that if it happens again I will have to you should have told me something from yesterday now my peeps is on my ass

[5:32 PM, 3/26/2019] Sharlane: Ok

[5:32 PM, 3/26/2019] Procollect International: When are you 100% sure that you can make the payment

[5:33 PM, 3/26/2019] Sharlane: I will

[5:33 PM, 3/26/2019] Sharlane: Well i told u that yes but like i said in the morning

[1:41 PM, 3/27/2019] Procollect International: Hi sharlane it's now almost 2 you said in the morning?? Is something wrong with the funds

**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:** 2/26/19

**CLIENT NAME** Sharlane Dawinks

**Cell Phone** 928-5713

**Work Phone** 945-6785

**Email Address** judy.dawinks@gov.ky

**Mailing Address** P.O. Box 161 kyl-1801

**Physical Address** 42 Sunnyfield queens highway EE

**Amount Requested** \$1500.00

**20%Fee** \$300.00

**Total Amount** \$1800.00

**Payment Date** 3/25/19

For value received Sharlane Dawinks 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 THE TOTAL AMOUNT IS NOT PAID ON THE SAID DATE A LATE FEE OF \$50.00 WILL BE CHARGED TO THE TOTAL AMOUNT FOR THE FIRST DAY LATE. IF 5 DAYS LATE 20% WILL BE ADDED TO THE PRINCIPAL. IF MORE THAN 10 DAYS LATE THE LOAN WILL BE RECALLED AND 50% WILL BE ADDED TO THE PRINCIPAL. ANY MONIES PAID TO THIS LOAN WILL BE PUT TO PAY OFF THE INTEREST FIRST THEN PRINCIPAL**

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

I agree to deposit <sup>2/26/19</sup> ~~\$2400.00~~ <sub>1800.00 J.F.</sub> to Cayman National Bank A/C 011-15470 on or before March 25, 2019

I agree that the interest that I am being charged and the Penalties is Fair and Reasonable

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 Sharlane Dawinks agrees to the terms and conditions of this contract

  
\_\_\_\_\_

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 *SHARLANE DAWINKS*

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

*SHARLANE DAWINKS  
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.**

*Sharlane Dawkins*

\_\_\_\_\_  
Defendant's Signature

DATED this      day      of ,      2019

**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.**