

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 210 OF 2019

BETWEEN *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *MARVIN MARTINEZ*

Defendant

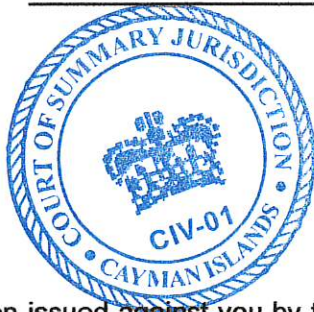


PLAINT



To the Defendant

*Marvin Martinez  
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 **17** day of **October** 20**19**

**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 May 22 2019 the Defendant borrowed \$400.00 from the Plaintiff and agreed to pay back the full amount plus 20% interest of the amount borrowed by June 26 2019 of a total of \$480.00
- 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 On June 26 2019 The Defendant called the Plaintiff concerning the payment and stated that he would not be able to pay but he would pay the interest.
- 4 The defendant was informed that he could do so however interest of 20% would be added to the loan and in July 2019 his payment would be \$480.00.
- 5 On July 24 2019 the plaintiff called the defendant asking about the payment and the defendant stated that he had to buy supplies and could not pay, The Plaintiff informed the defendant that he should pay something on the balance until the amount was paid off, the defendant replied ok.
- 6 From July 24 2019 the plaintiff has called and WhatsApp the defendant however the defendant has not answered or responded to the voice mail or messages
- 7 As of Thursday October 17 2019, the plaintiff claims \$720.00 as per contract.

AND the Plaintiff claims:

- (1) The sum of \$720.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$50.00 alternatively costs to be assessed.
- (3) Total sum \$970.00



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: *MARVIN MARTINEZ*

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

*Marvin Martinez  
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.**

*Marvin Martinez*

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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.

**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:** 5/22/19

**CLIENT NAME** Marvin Martinez

**Cell Phone** 327-3932

**Work Phone**

**Email Address** mamrtinez197932@yahoo.com

**Mailing Address** 2270 kyl-1107

**Physical Address** 61 hawkins drive Windsor Park

**Amount Requested** \$400.00

**20%Fee** \$80.00

**Total Amount** \$480.00

**Payment Date** 6/26/19

For value received Marvin Martinez 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 \$100.00 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**

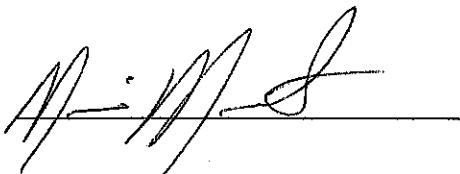
**THIS WILL GIVE PROCOLLECT JUST CAUSE TO PROCEED WITH LEGAL ACTIONS**

I agree to deposit \$480.00 to Cayman National Bank A/C 011-15470 on or before June 26, 2019

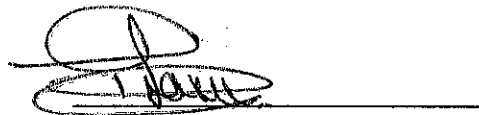
I agree that the interest that I am being charged and the Penalties is Fair and Reasonable

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 Marvin Martinez agrees to the terms and conditions of this contract



Client Signature



Witness ( staff only)