

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 55 OF 2020

BETWEEN:

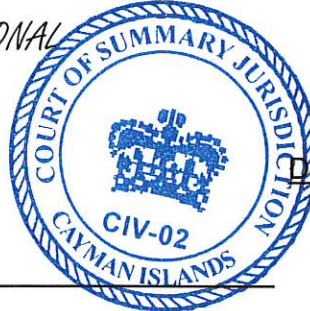
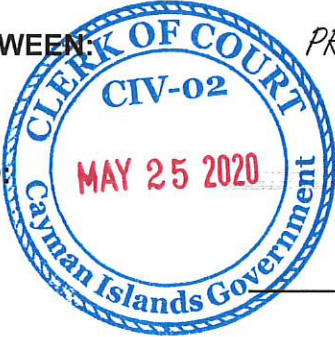
*PROCOLLECT INTERNATIONAL*

Plaintiff

AND:

*INGRID BARNES*

Defendant



PLAINT

To the Defendant

*Ingrid Barnes  
East End  
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 25<sup>th</sup> day of **May** 2020

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 license and registered company by the Cayman Island Government
- 2 On February 19 2020 the defendant came to the plaintiff and borrowed CI\$2,160.00 A contract was sign fully explaining the terms and conditions of the loan including the interest of 20% (432.00) and the amount that had to be paid back \$2,592.00 on or before March 23, 2020. 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 Wednesday March 18 the Plaintiff called the defendant but got no answer, the defendant then whatsapp the defendant saying that she missed the plaintiff call and she would be coming into town on Friday March 20 2020 to make said payment.
- 4 On Saturday March 21 the defendant whatsapp the plaintiff asking if he would be in town so she could make the payment, the plaintiff replied that he was in the office and she could come. The defendant replied that she would get someone to watch her son and drive to town and will call when she arrives. The defendant never came, called or text the plaintiff.
- 5 On Tuesday March 24 2020 the defendant wrote the plaintiff stating that she is now doing a self-quarantine and she got her car hit so she has no car because her car is in the garage, however she has the money but she is short \$800.00. The defendant was informed by the plaintiff that she should pay whatever she has and whatever balance is owed she could pay in April 2020.
- 6 On Saturday March 28 202 the plaintiff whatsapp the defendant about the payment again and the defendant replied that she has the funds and is just waiting on the bank to give her some more funds so she will be paying next week, The Plaintiff informed the defendant again that she should pay whatever she has as she is already late and there are late charges plus interest for April if the loan rolls over as per contract.
- 7 On Monday March 30 the plaintiff contacted the defendant via whatsapp and the defendant sent a voice note via whatsapp saying that she has a loan from Scoita Bank which has been approved and as soon as the bank gives her the funds she will put the \$800 along with what she has and pay the plaintiff. The plaintiff replied to the defendant that she should pay whatever she has and roll over the balance for April, the defendant replied "ok I just want to pay everything and will pay on Friday April 3 2020 the plaintiff agreed and said ok.
- 8 On Thursday the defendant whatsapp the plaintiff stating she was asking for some more time as because of the pandemic the bank was moving slow. The plaintiff reminded the defendant that she should pay whatever she has because interest will be added to the balance as per contract. The defendant replied that she just called someone to get some funds as she does not have any and she will pay in due course, however the government has stated that no one should be making no form of contact and all business should be closed and only essential business should be open and my business is not essential. The plaintiff informed the defendant that she is fully aware that her payments can be made thru the banks and she does not have to come to the office or see me in person. The defendant replied that the yes, she know the banks are open but she is not going to pay any funds because it is not essential and she blocked the plaintiff from calling or whatsapp her.
- 9 The defendant is a employee of The Bank Of Butterfield and as such has continued to receive her salary during the lockdown .
- 10 As of Friday April 15 2020, the defendant has not contacted the plaintiff about any payment. As such the plaintiff claims \$3,672.00 including fees and interest as per contract.

AND the Plaintiff claims:

- (1) The sum of \$3,672.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$35.00 alternatively costs to be assessed.
- (3) Total sum \$3,907.00

*ProCollect International*

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Plaintiff's Signature

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

**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:** 2/19/20

**CLIENT NAME** Ingrid Barnes

**Cell Phone** 526-6994

**Work Phon** 815-7688

**Email Address** inga1807@gmail.com

**Mailing Address** P.O. Box 2465 ky 1-1107

**Physical Address** 58 Walkers road Webster Estates

**Amount Requested** \$2160.00

**20%Fee** \$432.00

**Total Amount** \$2592.00

**Payment Date** 3/23/20

For value received I Ingrid Barnes 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 TOTAL AMOUNT. IF MORE THAN 10 DAYS LATE THE LOAN WILL BE RECALLED AND 50% WILL BE ADDED TO THE TOTAL AMOUNT**

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

I agree to deposit \$2592.00 to Cayman National Bank A/C 011-15470 on or before March 23 2020

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 Ingrid Barnes agrees to the terms and conditions of this contract

Client Signature

Witness ( staff only)

**ProCollect**

**FEB 19 2020**

No. 2 - Acknowledgment of Service

**IN THE SUMMARY COURT AT GEORGE TOWN**

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

**BETWEEN:** *PROCOLLECT INTERNATIONAL*

Plaintiff

**AND:** *INGRID BARNES*

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address

*Ingrid Barnes  
East End  
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.**

*Ingrid Barnes*

Defendant's Signature

DATED this    day of    , 2020

**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