

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 56 OF 2020

BETWEEN:

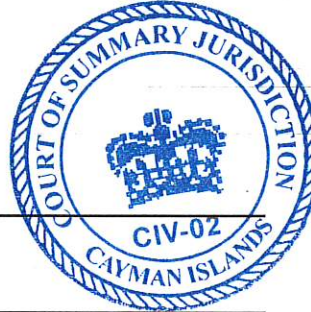
PRDCOLLECT INTERNATIONAL

Plaintiff

AND:



CANDY BODDEN SMITH



Defendant

PLAINT

To the Defendant

*Candy Bodden Smith
51 Nightelegale Avenue
Newlands
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 3rd day of June 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 The defendant has been an existing customer for almost one year.
- 3 ~~The defendant had an existing loan which was brought forward from the previous month of \$3,255.00~~ on April 4 2020 the defendant signed the contract agreeing to the terms and conditions of the loan including the interest of 15% (488.00) and the amount that had to be paid back \$3,743.00.00 on or before April 27, 2020. It was further explained to the defendant the that she was getting a discount of the regular interest of 20% to 15% as this was a discount of 5%. It was further explained of penalties that would occur. The defendant agreed and signed the said contract (exhibit 1.). The defendant was reminded that this was a cash to payday and interest would apply on any remaining balance rolled over for the following month.
- 4 The contract was sent via email and the defendant signed said document and emailed it back to the plaintiff. (exhibit 1)
- 5 On Friday April 17 2020 the defendant made a payment thru Cayman National bank of \$500.00 leaving a balance of \$3,243.00.
- 6 On Saturday April 25 the defendant contacted the plaintiff asking how much she would have to pay to bring the balance down to \$2,602.00 so that amount would be rolled over to June along with the interest.
- 7 ~~The plaintiff informed the defendant that if she paid \$644.00 on or before April 30 2020 her balance would be \$2,602.00 and we would not charge her any interest for May 2020; however this must be done on or before April 30 2020.~~The defendant conformed to the agreement that she would pay the \$644.00 leaving a balance of \$2,602.00 no interest would be charged providing the balance would be paid off by May 27 2020. On Saturday April 25 at 1:44pm the defendant conform the agreement (exhibit 2,3 & 4)
- 8 On Thursday April 30 at 1:14pm (after all the banks had closed) for the day the plaintiff checked to see if any payments had been made from the defendant and nothing was there. The plaintiff then sent the defendant an email along with the new contract (exhibit 5)
- 9 On Friday May 1 2020 the defendant paid \$344.00 thru Cayman National Bank. The plaintiff tried once again to call the defendant however the calls were blocked.
- 10 On Thursday May 14 2020 the plaintiff informed the defendant that if she did not sign the contract the plaintiff would take legal action. There was no reply from the defendant.
- 11 No payment was made from the defendant for May 2020
- 12 As of Tuesday June 2 2020, the defendant has not contacted the plaintiff about any payment. As such the plaintiff claims \$4,284.00 including fees and interest as per contract.

AND the Plaintiff claims:

- (1) The sum of \$4,284.00.
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$35.00 alternatively costs to be assessed.
- (3) Total sum \$4,519.00

PROCOLLECT INTERNATIONAL

Plaintiff's Signature

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

1.

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

Date: 4/2/20

CLIENT NAME Candy Bodden Smith

Cell Phone 928-5198

Work Phone 949-2655

Email Address cbodden @rocketmail.com

Mailing Address P.O. Box 10042ky1-1102

Physical Address 51 Nightlegale Ave Newlands

Amount Requested \$3255.00

15% Fee \$488.00

Total Amount \$3,743.00

Payment Date 4/27/20

For value received I Candy Bodden Smith 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 \$3,743.00 to Cayman National Bank A/C 011-14712 on or before April 27 2020

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 Candy Bodden Smith agrees to the terms and conditions of this contract



Client Signature



Witness (staff only)

ProCollect
APR 4 2020
International

3.

Re: Please sign and return

From: TYRONE FARNUM (pro_collect@yahoo.com)

To: cbodden@rocketmail.com

Date: Saturday, April 25, 2020, 01:28 PM EDT

Hi Ms Bodden,

Sorry for the late reply as for the past week We have had to attend court with some clients.

Your outstanding balance for April was \$3,743.00 After receiving your payment of \$500.00 which was applied to your outstanding balance of \$3,246.00.

The balance you would have to pay to bring it to \$2,602.00 is \$644.00.

If the 644 is paid before the end of April 2020 we will not charge you any interest for April -May period, so your balance will be the same of \$2,602.00

We will only be charging you 0% Interest for the period of April -May Interest period Instead of our regular 20%, For May to-June interest will be charged at 10%, After that the regular interest will be applied.

~~HOWEVER PLEASE NOTE THIS IS A ONE TIME AND CANNOT BE DONE AGAIN.~~

Please note whatever the balance is come May 27 2020 we will be adding the 15% interest to the balance.

As such I will wait until you make the payment or the end of the month to write the new contract

Please sign and return said contract.

Kind regards

Tyrone Farnum

Managing Director

ProCollect International

4 floor Cardinal Building

Cardinal Avenue

P.O.Box 1145

Grand Cayman KY1-1101

Tel: 1-345 929-7065

Email: pro_collect@yahoo.com

"Financial Discipline is the key to Success, Strong Relationships and Financial Freedom"

"This email is private and confidential and is intended only for the person(s) or entity to whom it is addressed. If you are not the addressee, you may not disclose it, copy it, distribute it or take any action based on the information. Any review, retransmission, dissemination or other use of the information by persons or entities other than the intended recipient is prohibited and may be unlawful. If you received this in error, please contact the sender and delete the material from your computer."

Yahoo - login

4.

Re: Please sign and return

From: TYRONE FARNUM (pro_collect@yahoo.com)
To: cbodden@rocketmail.com
Date: Thursday, April 30, 2020, 01:14 PM EDT

Hi Ms Bodden,

As previously discussed you were to pay \$644.00 on or before April 30 2020 (as agreed)

However you have not made any payment or have you contacted.

Although from the inception of this loan you have always broken the agreement about payment.

As such we your will be charged 15% for the month of May 2020. regardless what the remaining balance is you will be charged the full 20% after May 27 2020.

There will be no more adjustments

Please sign the contract and return

Tyrone

Sent from Yahoo Mail. [Get the app](#)

On Saturday, April 25, 2020, 01:53:22 PM EDT, Ms Bodden <cbodden@rocketmail.com> wrote:

Ok sir, noted with thanks.

Regards,
Miss Bodden

[Sent from Yahoo Mail for iPhone](#)

On Saturday, April 25, 2020, 12:51 PM, TYRONE FARNUM <pro_collect@yahoo.com> wrote:

Hi Ms Bodden

That is correct

Tyrone

Sent from Yahoo Mail. [Get the app](#)

On Saturday, April 25, 2020, 01:44:13 PM EDT, Ms Bodden <cbodden@rocketmail.com> wrote:

S.

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

Date: 4/30/20

CLIENT NAME Candy Bodden Smith

Cell Phone 928-5198

Work Phone 949-2655

Email Address cbodden @rocketmail.com

Mailing Address P.O. Box 10042ky1-1102

Physical Address 51 Nightelegale Ave Newlands

Amount Requested \$3246.00

15%Fee \$324.00

Total Amount \$3,570.00

Payment Date 5/27/20

For value received I Candy Bodden Smith 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 \$3,570.00 to Cayman National Bank A/C 011-14712 on or before May 27 2020

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 Candy Bodden Smith 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: *CANDY BODDEN SMITH*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Candy Bodden Smith
51 Nightlegale Avenue
Newlands
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.

Candy Bodden Smith

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)

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

