

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 113 OF 2020

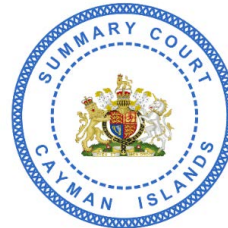
BETWEEN: *PROCOLLECT INTERNATIONAL* Plaintiff

AND: *LEROY MILLS* Defendant

PLAINT

To the Defendant

*Leroy Mills
George Town
Grand Cayman
Cayman Islands*



22nd September 2020

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 day 22 of September 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 On October 10, 2019, the Defendant borrowed \$400.00 from the Plaintiff and agreed to pay back the full amount plus 20% of the amount borrowed within 30 days 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 November 20, 2019, the plaintiff called the defendant concerning the payment which has been overdue. Every time the plaintiff called the defendant, the defendant would hang up. The Plaintiff then used a different number to call the defendant when the defendant answered the phone and discovered the plaintiff was on the phone, the defendant started cursing saying "stop fucking call me" and then he hanged up.
- 4 The plaintiff reached out further and called the defendant in December 2019, The defendant and answered the call, the plaintiff then informed the defendant that if he was unable to make the full payment he could pay \$100.00 a month until the payment was made in full. The defendant then replied 'ok'. The plaintiff then informed the defendant that if no payment is made we will take this to court and the defendant then replied 'fuck you and the courts, you think man fraid of any court' the defendant then hanged up the phone.
- 5 As of Friday 18 September 2020, the Defendant has not contacted the Plaintiff or has made any payments and as such the Plaintiff claims \$596.00 including late fee and interest as per contract. Interest charged at 2.5% of a total 327 days \$0.04 a day which is \$13.08.

AND the Plaintiff claims:

1. The sum of \$609.08.
- (1) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$50.00 alternatively costs to be assessed.
- (2) Total sum \$859.08



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: 10/8/19

CLIENT NAME Leroy Mills

Cell Phone 928-6073

Work Phone

Email Address lk Millsconstruction yahoo.com

Mailing Address P.O. Box 1963 ky 1-1505

Physical Address 154 fern circle

Amount Requested \$400.00

20% Fee \$80.00

Total Amount \$480.00

Payment Date 11/1/19

For value received I Leroy MILLS 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 480.00 to Cayman National Bank A/C 011-15470 on or before November 1, 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 Leroy Mills 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__
Plaintiff

BETWEEN: *PROCOLLECT INTERNATIONAL*

AND *LEROY MILLS* Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Leroy Mills
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.

Leroy Mills

Defendant's Signature

DATED this 18 day September 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.

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