

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_\_ OF 2021

BETWEEN:

*PROCOLLECT INTERNATIONAL*

Plaintiff

AND:

*SANDRA HAYNES*

Defendant

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PLAINT

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To the Defendant

*Sandra Haynes  
c/o George Town Hospital  
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        day                    of 2021

**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 December 22, 2020, the Defendant borrowed \$500.00 from the Plaintiff (Procollect Intl) and agreed to pay back the full amount plus 20% of the amount borrowed by January 14, 2021, of a total of \$600.00
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. On January 14, 2021, the defendant was supposed to pay \$600.00 to which she did not, as per contract, late fees were applied of \$25.00 bringing the total amount owed was \$625.00.
4. On Tuesday 26 January 2021, the defendant contacted the plaintiff via WhatsApp and stated that she could not get a cash advance from Credit Union, but she had the money to pay but she had to use it to pay her insurance and as such she would only be able to pay \$125.00. The defendant was informed that she could pay the \$125.00 however interest would be applied for February, and she should come to the office and sign new contract. The defendant paid the \$125.00 however she did not sign the new contract.
5. The defendant was informed by the plaintiff via WhatsApp that the outstanding balance for February 15, 2021, is \$630.00. On Tuesday February 16, 2021, the defendant paid \$300.00, she was informed the balance for March 29, 2021, would be \$445.50 with the interest applied and should come to the office to sign said contract.
6. On March 30, 2021, the defendant texted the plaintiff via WhatsApp stating that she was sick and would pay on Friday 2 April 2021. On Thursday 1 April 2021, the defendant texted the plaintiff via WhatsApp stating that she could not pay however roll the loan over to the end of April.
7. The loan was rolled over to April 22, 2021, and the defendant was informed that the balance is \$559.60 to be paid in full by April 22, 2021, to which she agreed.
8. On Tuesday April 27, 2021, the defendant text the plaintiff via WhatsApp stating that she had \$400.00 to pay and would do so immediately, later that day the defendant sent a picture to the plaintiff showing a photo of a check in the amount of \$600.00 stating that she was just waiting on the check to clear, and she would pay. On Wednesday May 5, 2021, the defendant paid \$300.00 rolling the balance to May 21, 2021, bringing the outstanding balance to \$341.52 no interest was charged.
9. On May 21, 2021, the plaintiff texted the defendant concerning the payment and was informed by the defendant that she had the monies but would pay on Monday May 24, 2021.
10. On Tuesday May 25, 2021, the defendant texted the defendant stating that her car was broken into, there was nothing concerning the monies owed.
11. As of May 31, 2021, the balance the defendant owed the plaintiff was rolled over to June as per contract 20% was applied to the balance which is \$409.82
12. As such as of Tuesday June 1, 2021, the defendant owes the plaintiff \$409.82 and interest of \$0.03 per day

AND the Plaintiff claims:

1. The sum of \$409.82
2. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
3. Total cost \$734.82



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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:

*SANDRA HAYNES*

Defendant

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**ACKNOWLEDGEMENT OF SERVICE**

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1 State Defendant's name and address -

*Sandra Haynes  
c/o George Town Hospital  
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.**

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*Sandra Hynes*

DATED this      day      of,      2021

**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.

**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:** 12/22/20

**CLIENT NAME** Sandra Haynes

**Cell Phone** 321-7726

**Work Phone** 949-8600 ext 9070 **Email Address** sandrahaynes.san@gmail.com

**Mailing Address** P.O. Box 915 ky1-1103

**Physical Address** 13 Maghony Way Prospect

**Amount Requested** \$500.00

**20% Fee** \$100.00

**Total Amount** \$600.00

**Payment Date** 1/14/21

For value received I Sandra Haynes of 13 Magohany Way Prospect George Town Grand Cayman 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 now and 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 \$25.00 WILL BE CHARGED TO THE TOTAL AMOUNT FOR THE FIRST DAY LATE. 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 \$500.00 to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before January 14 2021

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

This agreement is governed by the laws of the Cayman and the parties hereto agree to submit to the jurisdiction of the Cayman Islands Courts.

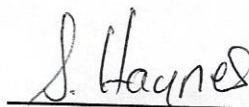
The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of same shall be of any force and effect unless done in writing and signed by both parties.

We, Tyrone Farnum and Sandra Haynes agree to the terms and conditions of this contract

**Signed by the said parties this 22 day of December ,2020.**



**For: Procollect International Ltd**



**Sandra Hynes**

[12:03 PM, 1/20/2021] My Family: Hi gm

[11:34 AM, 1/26/2021] My Family: Hello

[11:35 AM, 1/26/2021] My Family: I have been calling you and texting you with no response as per contract you are now 12 days late as such we will proceed with legal action against you this will be very costly for you

[12:59 PM, 1/26/2021] Sandra Haynes: Good day Mr. Throne. I'm running a bit late, but will be there. Not too long finish serving the patient.

[1:04 PM, 1/26/2021] My Family: Ok had to leave please deposit to cnb 011-15470 procollect international re S.Ebanks

[1:23 PM, 1/26/2021] Sandra Haynes: Ok.

[1:27 PM, 1/26/2021] Sandra Haynes: I wanted to see you in person, but I can type what I have to say. I never get the cash advance from credit union. They said I cannot apply for no more cash advance because I consolidate my loan with Fidelity. I got the \$125 to deposit. Had it not been my car insurance I would have gotten the full payment to pay you. Please let me know if that's ok or I need to pay the full payment now.

[5:42 PM, 1/26/2021] Sandra Haynes: Ok. I will be there tomorrow.

[10:43 AM, 2/11/2021] My Family: Hi gm

[10:45 AM, 2/11/2021] My Family: Your loan balance for Monday February 15 2021 is \$630.00 minimum payment will be \$300.00 if this is not paid by Monday late fees will be applied and we will take legal action against you

[10:46 AM, 2/11/2021] My Family: It is very disappointed that our first transaction has become bad

[10:53 AM, 2/11/2021] My Family: Please confirm and reply if no reply we take it that you are ignoring us and we will proceed

[10:55 AM, 2/11/2021] Sandra Haynes: Noted with thanks..

[7:57 AM, 2/16/2021] My Family: Hi gm balance for January 675 payment received of 150 balance 525 rolled over to February at 20% 105 total balance for February 630 received 300 balance 330 rolled over to March 20% 66.00 total balance for March 396 payment due March 22 2021

[9:31 AM, 2/16/2021] Sandra Haynes: Morning. Noted with thanks..

[10:37 AM, 3/23/2021] My Family: Please make payment

[11:10 AM, 3/23/2021] Sandra Haynes: Gm. Ok

[9:14 AM, 3/24/2021] Sandra Haynes: Morning Mr. Tyrone. I will make my payment on Monday and pay the additional internet. Please let me know my total payment for Monday. Thanks

[11:33 AM, 3/24/2021] My Family: Ok your balance for Monday 29 2021 is \$412.50

[1:08 PM, 3/24/2021] Sandra Haynes: Ok. Tha Kay

[1:08 PM, 3/24/2021] Sandra Haynes: Thanks \*

[10:23 AM, 3/30/2021] Sandra Haynes: Morning. Sorry I miss your call. I was sick yesterday and ended up A&E. I have viral gastroenteritis as a result I couldn't get to the bank. I'm weak and dehydrated. I have to stay close to the toilet. I have until Friday to be back at work. I will get the funds then.

[10:28 AM, 3/30/2021] Sandra Haynes: I'm now listening to your voice note. I have never lied neither make any excuses to you.

[9:08 AM, 4/1/2021] My Family: Hi gm a reminder of your payment today

[9:38 AM, 4/1/2021] Sandra Haynes: Gm. Ok

[4:12 PM, 4/1/2021] Sandra Haynes: Afternoon. My legs are very weak and I'm dehydrated from using the toilet. I couldn't make it to leave out. I will pay the 20% interest. If I leave out I will never make it alive back home knowing how I'm feeling. I will have to do the payment on Tuesday.

[5:36 PM, 4/1/2021] Sandra Haynes: Thank you very much for your understanding. I greatly appreciate it.

[7:45 AM, 4/7/2021] Sandra Haynes: Gm Mr Tyrone. You were supposed to message me and let me know how much I had to pay. Please let me know. Thanks.

[12:36 PM, 4/7/2021] My Family: Your balance which is due April 22 2021 is 534.60

[1:57 PM, 4/23/2021] My Family: Good day your payment was due yesterday as such late fees of \$25.00 has been added to your outstanding balance total balance due \$559.60 if this is not paid my Monday April 26 2021 we will have no other choice than to proceed with legal action

[2:05 PM, 4/23/2021] Sandra Haynes: Good day. Noted.

[12:18 PM, 4/26/2021] My Family: Good day once again we have not heard anything from you will you make the payment today or do we proceed to court?

[12:25 PM, 4/26/2021] Sandra Haynes: Good Day. Payments will be made before the bank close today.

[8:46 AM, 4/27/2021] Sandra Haynes: Good morning. I have \$400 and was expecting the surplus yesterday to make my payments in full. I was in able to get it yesterday. Can I make the \$400 payment, or do I have to pay in full as I have no desire to be take to court.

[8:51 AM, 4/27/2021] My Family: Do you remember this ok I have nothing more to say

[9:37 AM, 4/27/2021] My Family: Please advise where I can locate you to deliver your plaint for the court

[9:37 AM, 4/27/2021] My Family: If you do not want me to bring it we can ask the police to assist us to serve it

[9:47 AM, 4/27/2021] Sandra Haynes: I will make full payments today. Please, I don't want to go to court. I'm going to get the balance today and make my full payments. I cannot leave out aright now because I'm at work.

[11:16 PM, 4/27/2021] Sandra Haynes: Night. Sorry to be messaging so late. I have your money. I went to scotia to cash that check and was told I need to have an account with them to cash checks. I went to my Bank, Fidelity and they said I could cash it, but it will take 2 working days to clear. I had to return the check and get the cash form that person. It was already too late to deposit the money for you. I will deposit the money tomorrow on my lunch break as I have to work 5:30 in the morning.

[9:23 AM, 4/28/2021] My Family: This is not my concern you were warned for two and a half months and was informed what action would be taken you have provided more lies and excuses in 2 and a half months I am thankful for your whatsapp messages to show the court your true nature once again where can I meet you to avoid the embarrassing of serving you the plaint if not we will come directly to your workplace and ask your hr for assistance to serve you

[9:52 AM, 4/28/2021] Sandra Haynes: Gm. May I please have the account number to deposit the money.

[10:05 AM, 4/28/2021] My Family: 2 time I am texting you this

[10:05 AM, 4/28/2021] Sandra Haynes: Thanks

[10:35 AM, 4/29/2021] My Family: Good morning once again your promises have run out for 2 months you have been saying that you would pay yesterday morning at 8:52 you said you would deposit the money no deposit no text no call please advise where we can meet to give you the plaint from the court you have 3 choices 1 pay full amount now 2 tell me where to meet you so you can be served 3 we go to your HR to have you called to the office to serve you

[9:05 AM, 4/30/2021] Sandra Haynes: Morning Mr. Tyrone. I am pleading to you to give me until Monday. I never got them money yesterday. Please I'm asking you sir, can you give me until Monday.

[2:34 PM, 5/3/2021] My Family: Good day today is Monday you have not text or call me

[2:39 PM, 5/3/2021] Sandra Haynes: Good afternoon. I'm leaving work now to go by someone I'm supposed to collect a loan from. Sorry for not texting earlier. I was at work busy since 5:30 this morning.

[2:41 PM, 5/3/2021] My Family: Honestly I don't believe anything you say but I can assure you that if the money is not paid today we will proceed to court

[6:58 PM, 5/3/2021] My Family: It is now 6pm what is the new excuse

[7:09 PM, 5/3/2021] My Family: Ok no reply thank you

[10:20 AM, 5/4/2021] Sandra Haynes: Gm Mr. Tyrone. I just got off the ward from taking up the patient food order. It's very busy and I wouldn't be able to leave out until after lunch to come by the office.

[6:53 PM, 5/4/2021] My Family: You notice anything Friday then Monday then Tuesday tomorrow Wednesday all I can say your excuses have ran out I will see you by now and Thursday to serve you the court documents

[8:56 AM, 5/5/2021] Sandra Haynes: Gm. I came home late yesterday and didn't want to message that late. \$300 was deposited to the account yesterday. I couldn't make it to stop by the office.

[11:21 AM, 5/5/2021] My Family: If you made the deposit where is the receipt

[11:28 AM, 5/5/2021] My Family: I see a payment of 300 balance \$341.52 due May 20 2021

[1:43 PM, 5/20/2021] My Family: Reminder of payment today balance \$341.52 minimum payment \$341.52 due today

[6:05 AM, 5/21/2021] Sandra Haynes: Gm. I will make my payments on Monday as I'm not in the position to do so today.

[1:37 PM, 5/21/2021] My Family: Hi Sandra I am not going tru with the same thing if the payment is not done today we apply late fees and we just proceed to court I cannot do this with you anymore

[6:26 AM, 5/25/2021] Sandra Haynes: Gm. I do apologize for not depositing the funds yesterday as promised. I'm asking for a few more days. Someone broke in my car and went through the window. My cash was stolen. My work place is aware of the situation. I will get some money but I have to wait for a few days. I'm sending you the evidence of my car and also the police from CS doing the dusting and fingerprints.

[9:19 AM, 5/25/2021] My Family: Good morning Ms Haynes from January 26 2021 every month you have been giving one excuse after another as every month something happens to you. Your loan payment of \$600 was supposed to be paid on January 14 2021 for \$600. 5 months later you now owe \$439.83 with late fees and interest throughout your lies we have tried to work with you and even went as far and informed you that you should pay something every month you continue to make excuses I can no longer keep texting and asking got my monies as it is clear that you are one of those people that do not like to pay their bills we will have to take the necessary actions against you for our monies. Last month we stopped the court proceedings it will not happen again this will be my last text to you when you ge...

[5:37 PM, 5/31/2021] My Family: .

[9:01 AM, 6/1/2021] Sandra Haynes: Gm. I will have my payments in full no later than this week.

[9:30 AM, 6/1/2021] My Family: Hi gm it is your decision as I have filed the plaint in court