

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 2021

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

ENNA MCFIELD

Defendant

PLAINT



To the Defendant

*Enna Mcfield
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 Plaintiff 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

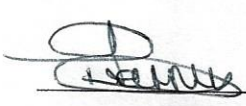
PARTICULARS OF CLAIM

(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 May 6, 2021, the Defendant borrowed \$1,516.00 from the Plaintiff (Procollect Intl) and agreed to pay back the full amount plus 20% of the amount borrowed by May 28, 2021, of a total of \$1,819.20
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 May 26, 2021, at 12:28 the defendant wrote the plaintiff via email stating that she would be making a payment on May 28, 2021, in the amount of \$600.00 before 4:00pm (Exhibit 2)
4. On Friday May 28, 2021, at about 7:30 the Plaintiff wrote to the defendant via email enquiring about the payment but received no reply.
5. On Monday May 31 at 12:01 the Plaintiff sent an email to the defendant stating final request for payment but once again received no Reply.
6. On Tuesday June 1, 2021, The Plaintiff sent another email to the defendant asking where she could be located to serve the plaint to which the defendant replied on Wednesday 2 June 2021 that I should serve her the plaint at her house after she finish work. The plaintiff wrote back to the defendant informing her to send her address as the address that they have on file she no longer lives there. As of Thursday June 3, 2021, there was no reply
7. As of June 1, 2021, interest of 20% was added to the loan as per contract bringing the total balance to \$2,183.04
8. As such as of Wednesday June 2, 2021, the defendant owes the plaintiff \$2,183.04. and interest of \$0.15 per day

AND the Plaintiff claims:

1. The sum of \$2,183.04.00
2. Interest at \$0.15 per day
3. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
4. Total cost \$2,508.04



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:

ENNA MCFIELD

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Enna Mcfield
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.

Enna Mcfield

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.

Enna & Adrianna Loan Payment

From: Enna McField (ennamcfield@yahoo.com)

To: pro_collect@yahoo.com

Date: Wednesday, May 26, 2021, 12:28 PM EDT

Good Morning Tyrone

I will make payment on friday on both accounts.

As you are aware she is no longer working and I will be providing financial assistance to cover this loan.

Please note for your records that payment will be made to CNB before 4pm on 28th May.

If late fees have to be added please advise what it is do I am aware of the full amount to be made.

Thank you

[Sent from Yahoo Mail on Android](#)

Re: Enna & Adrianna Loan Payment

From: Enna McField (ennamcfield@yahoo.com)

To: pro_collect@yahoo.com

Date: Wednesday, May 26, 2021, 12:41 PM EDT

[Sent from Yahoo Mail on Android](#)

On Wed, May 26, 2021 at 11:37 AM, TYRONE FARNUM <pro_collect@yahoo.com> wrote:

Good morning Ms Mcfield

Thank you for this email however please even though you are her mother and it is good that you are going to assist her, the loan is still hers.

As such please advise the following:

1. How much will be paid on Friday 28 May 2021 for Ms Jacobs \$500 plus late fee
2. How much will be paid on Friday 28 May 2021 for yourself \$600
3. Please advise Ms Jacob that when the payment is done of Friday May 28 she has to come and sign new contract
4. Please be advised that when the payment is done of Friday May 28 you have to come and sign new contract
5. Please provide telephone numbers to contact you

Since the payment will be done after working hours both of you can come Monday or in the event I can now email you the contracts and both of you sign and return
Greatly appreciate it

Tyrone

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

On Wednesday, May 26, 2021, 12:28:34 PM EDT, Enna McField <ennamcfield@yahoo.com> wrote:

Good Morning Tyrone

I will make payment on Friday on both accounts.

As you are aware she is no longer working and I will be providing financial assistance to cover this loan.

Please note for your records that payment will be made to CNB before 4pm on 28th May.

If late fees have to be added please advise what it is do I am aware of the full amount to be made.

Thank you

[Sent from Yahoo Mail on Android](#)

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: 5/6/21

CLIENT NAME Enna Mcfield

Cell Phone 322-0718

Work Phone 623-6616

Email Address ennamcfield@yahoo.com

Mailing Address P.O. Box ky 1-1108

Physical Address #34 Holly Drive Prospect

Amount Requested \$1516.00

20%Fee 303.00

Total Amount \$1819.20

Payment Date 5/28/21

For value received I Enna Mcfield of #34 Holly Drive Prospect 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 \$50.00 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 \$1819.20 to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before May 28 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 Enna Mcfield agree to the terms and conditions of this contract

Signed by the said parties this 6 day of May 2021



For: Procollect International Ltd



Enna Mcfield