

Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 2021

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

DAIN O'CONNOR

Defendant

PLAINT



To the Defendant

*Dain O'Connor
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 May 6, 2021, the Defendant borrowed \$1,360.00 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 \$1,632.00
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 May 17, 2021, The Plaintiff texted the defendant to remind him of the payment to which the defendant replied that he would be making a payment on Friday May 28, 2021.
4. On Monday May 31, 2021, the defendant texted the plaintiff stating he would come and make payment on Tuesday June 1, 2021, as he was busy
5. On Wednesday June 2, 2021, the plaintiff texted the defendant about the payment and the defendant replied that he did not leave work until 2am and would come tomorrow Thursday June 3, 2021.
6. On Friday June 4, 2021, The Plaintiff texted the defendant about the payment about the payment and the defendant replied Monday 7:30 the Plaintiff
7. As such as of Monday June 4, 2021, the defendant owes the plaintiff \$1,632.00 plus interest of 20% (as per contract) balance owed \$1,958.40 and interest of \$0.14 per day

AND the Plaintiff claims:

1. The sum of \$1,958.40
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 \$2,283.40



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:

DAIN O CONOR

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Dain O Conon
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.

Dain O Conon

DATED this day of, 2027

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: 5/3/21

CLIENT NAME Dain Oconor Baer Development

Cell Phone 327-1050

Work Phone 525-4292

Email Address

Mailing Address P.O. Box 899 ky1603

Physical Address 183 Eastern Avenue

Amount Requested \$1360.00

20% Fee \$272.00

Total Amount \$1632.00

Payment Date 5/30/21

For value received I Dian Oconor of 183 Eastern Avenue 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 \$1632.00 to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before May 30 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.

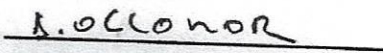
The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of same shall be of any force and effect unless done in writing and signed by both parties.

We, Tyrone Farnum and Dian OcConnor agree to the terms and conditions of this contract

Signed by the said parties this 4 day of May ,2021.



For: Procollect International Ltd



Dian OcConnor

[8:07 AM, 5/17/2021] My Family: Hi good morning you stated that on Friday May 14 2021 you would be making a payment?

[8:19 AM, 5/17/2021] +1 (345) 327-9050: morning sir I'm putting things together so I will make a payment of 800 on the 28 ok

[8:20 AM, 5/17/2021] My Family: Ok now we move to Friday 28 2021 ok we will wait and see

[9:29 AM, 6/1/2021] My Family: What time are you coming

[7:01 PM, 6/1/2021] My Family: Dain I cannot continue this last month you paid nothing you said you would pay May 14 when May 14 came you ask me to wait until May 28 today is June 1. I take it that you do not take this serious as such I will send this to the courts which will cost you a lot more.

[6:36 AM, 6/2/2021] +1 (345) 327-9050: hi do take it serious we pour concrete until 2 o'clock tuesday morning hi didn't even go to work yesterday the rain did wet me and like I catch flu I'm going to try and make it

[8:09 PM, 6/2/2021] My Family: Hi dain today is June 2 you have not made a payment since March if a payment is not made tomorrow by 10am we will proceed to court

[8:12 PM, 6/2/2021] +1 (345) 327-9050: ok

[8:24 PM, 6/2/2021] My Family: Ok means what ? Proceed to court or you will pay tomorrow

[8:38 PM, 6/2/2021] +1 (345) 327-9050: u will see me tomorrow

[1:58 PM, 6/3/2021] +1 (345) 327-9050: hi would have to come and see u tomorrow because I want to bring the full 800 for u

[7:58 PM, 6/4/2021] My Family: Very good

[8:07 PM, 6/4/2021] +1 (345) 327-9050: hi will have to come and drop it off Monday before I go to work

[8:09 PM, 6/4/2021] +1 (345) 327-9050: .my boss come for me at work this morning and bring me up rum point to work will and check u before I go to work