



Plaint
ARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

XIOMARA TIBBETTS

Defendant

PLAINT

To the Defendant

*Xiomara Tibbetts
George Town
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 2022

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 July 7 2022,2022 the Defendant borrowed \$1,000.00 from the Plaintiff and agreed to pay back the full amount plus 20% of the amount borrowed by July 27, 2022, of a total of \$1,200.00
- 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. The Defendant has borrowed from us on several occasions
- 3 On July 28, 2022, late fees of \$50.00 was applied to the outstanding balance bringing the total amount to \$1,250.00. The defendant paid \$200.00 leaving a balance of \$1,050.00. A contract was signed on July 28, 2022, agreeing to the conditions and terms of the contract balance \$1,260.00 to be paid August 25, 2022.
- 4 On August 30, 2022, the defendant came into the office and asked if the plaintiff could roll the loan over to September 2022. The plaintiff informed the defendant that they would not charge late fees and a new contract would be drawn up. A new contract was signed on August 30, 2022, stating and agreeing the amount due \$1,512.00 to be paid September 26 2022, The plaintiff informed the defendant that she had to pay a minimum payment of \$400.00 by the due date so she should pay \$100.00 a week so that by the due date all or most would be paid and continue like that until the total amount is paid in full, The defendant agreed that she would start paying September 7 2022.
- 5 On September 15, 2022, the plaintiff reached out to the defendant regarding her weekly payments and the defendant told the plaintiff that she was busy and must stop bothering her as she will be making her payments on September 26, 2022.
- 6 On September 27 the plaintiff called the defendant about the payment, and she replied that she needs some time to pay maybe next week Monday. The plaintiff asked the defendant to please give an exact day and amount, and she replied "I am a honest woman maybe sometime next week Monday or so I don't know how much when I get money I pay" The Plaintiff then informed the defendant that if a specific date and amount could not be given then we would have to seek legal action to retrieve our monies. The defendant did not reply.
- 7 As of Wednesday September 28, 2022, the Defendant has an outstanding balance of \$\$1,512.00, \$50.00 late fee for the first day late as per contract. and as per contract 50% to be added to the balance total \$781.00 and simple interest at 2.75% \$0.12 per day

AND the Plaintiff claims:

- (1) The sum of \$2,343.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Interest at \$0.12 per day
- (4) Total sum \$2,668.00



Plaintiff's Signature

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

S2022-0120

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN: *PROCOLLECT INTERNATIONAL*

CAUSE NO. SC _____ OF 20__
Plaintiff

AND: *XIOMARA TIBBETTS*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Xiomara Tibbetts
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.

Xiomara Tibbetts

Defendant's Signature _____

DATED this day of , 2022

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.