



Plaint  
RY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_ OF 20\_\_

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *KESHINA EBANKS*

Defendant

PLAINT

To the Defendant

Keshina Ebanks  
*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             2024

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 February 27, 2024, the Defendant borrowed \$2,721.00 and agreed to pay back the full amount plus 20% of the amount borrowed by March 25, 2024, of a total of \$3,265.00 (Exhibit 1)
- 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.
- 3 On March 25, 202, the plaintiff texted the defendant about the payment and the defendant stated that she would be making the payment on Thursday March 28, 2024.
- 4 On April 3, 2024, the Defendant sent a WhatsApp message stating that she was unable to pay as her brother died and asking for the loan to be rolled over for another month. A contract was sent to the defendant to which she signed. (Exhibit 2)
- 5 On April 20, 2024, the plaintiff contacted the defendant about the payment, the defendant replied that on Thursday April 25, 2024.
- 6 On April 29, 2024, the plaintiff contacted the defendant via WhatsApp to enquire about the payment, and the plaintiff asked to roll the loan over. The defendant was informed that this would be the last time the loan would be rolled over. A contract was sent to the defendant to which she signed. (Exhibit 3).
- 7 On Thursday May 23, 2024, the plaintiff contacted the defendant about the payment to which the defendant stated that she would make the payment on Friday May 24, 2024.
- 8 On May 24 the plaintiff contacted the defendant and enquired about the payment and the defendant replied that she was in pain and would make the payment on Monday May 27, 2024
- 9 On Monday May 27 the plaintiff sent the defendant a WhatsApp message asking about the payment and there was no reply. 2024,
- 10 On Tuesday May 28, 2024, the defendant contacted the defendant stating that she had no money to make payment and wanted another extension on the loan, the defendant was reminded that she has been give 3 chances to make a payment but has failed to do so.
- 11 As of Tuesday May 28, 2024, the Defendant has an outstanding balance of \$4,730.00 plus \$50.00 late fee for the first day late as per contract. and as per contract 50% to be added to the balance total \$7,170.00 and simple interest at 2.5% for \$0.50 per day effective from May 28, 2024.

**AND the Plaintiff claims:**

- (1) The sum of \$7,170.00.
- (2) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Interest at \$0.50 per day



Plaintiff's Signature

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN: *PROCOLLECT INTERNATIONAL*

CAUSE NO. SC \_\_\_\_\_ OF 20\_\_  
Plaintiff

AND: *KESHINA EBANKS*

Defendant

**ACKNOWLEDGEMENT OF SERVICE**

1 State Defendant's name and address -

*Johanathan Alvarez  
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 Plaint is acknowledged accordingly.**

Defendant's Signature \_\_\_\_\_

DATED this    day of    , 2024

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.