



Plaint
SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *MARIE BROWN*

Defendant

PLAINT

To the Defendant

*Marie Brown
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 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 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 Friday April 26, 2024, the defendant borrowed \$2,000 and agreed to pay back the full amount plus 20% of the amount borrowed by June 24, 2024, of a total of \$2,400.00.
- 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.
- 3 On May 20, 2024, The Defendant contacted the Plaintiff via WhatsApp about the payment, The defendant replied that she is in some problems and could pay next month, the plaintiff informed the defendant to come and sign the contract to which she agreed.
- 4 On June 5, 2024, the defendant contacted the Plaintiff via WhatsApp and asked for the payment to be mover from 20 June to 25 of June 2024 and the plaintiff agreed.
- 5 On June 27, 2024, the defendant contacted the plaintiff and via WhatsApp concerning the payment and there was no response.
- 6 On July 9, 2024, the defendant came to the plaintiff office and stated that she did not want this matter to be taken to court and she would pay \$1,500 on pay day which is July 24, 2024. The plaintiff agreed that all legal proceedings would be stopped as the agreement to pay \$1,500 for July.
- 7 On Wednesday 24 July 2024 the defendant came to the office and stated that she had only \$500 to pay. The plaintiff informed that it was not the agreement that was made and furthermore it was not enough to cover the interest and we cannot allow the loan to get any higher, the defendant replied that she will pay, and she kept the monies.
- 8 As of Tuesday July 30, 2024, we have not receive any payments from the defendant since March of 2024.not
- 9 As of Tuesday July 30, 2024, the Defendant has an outstanding balance of \$3,528.00 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 \$5,367.00 and simple interest at 2.5% \$0.37 per day.

AND the Plaintiff claims:

- (1) The sum of \$5,367.00.
- (2) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Interest at \$0.37 per day



Plaintiff's Signature

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

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN: *PROCOLLECT INTERNATIONAL*

Plaintiff

AND: *MARIE BROWN*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Marie Brown
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.

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.