



Plaint  
SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_ OF 2021

*PROCOLLECT INTERNATIONAL*

Plaintiff

AND:

*DEBBIE A BRICENO*

Defendant

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PLAINT

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To the Defendant

*Debbie A Briceno  
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. In February of 2024 the plaintiff met with the defendant to obtain Honduran Residency. The Defendant introduce her business stating that she was the founder a company named Essentials Services which is an Administrative Corporate & Immigration Services. (Exhibit 1)
2. On March 26, 2024, via WhatsApp the defendant messaged the plaintiff stating that it would cost USD\$8,000.00 to apply for residency for the plaintiff and child, the defendant then listed the documents that she required to start the process and 50% deposit.
3. On July 10, 2024, the defendant went to the plaintiff office, documents were given to the defendant which includes (Passports, Birth certificates, Marriage Certificate, Caymanian Status and Caymanian naturalization). A deposit was sent to the defendant account in the amount of CI\$3,360.00. The plaintiff then asked the defendant how much it would cost to do a change of name for the plaintiff wife and the defendant informed the plaintiff that it would cost USD\$2,000.00 with 50% deposit, The plaintiff agreed to it. The defendant informed the plaintiff that she will send everything together as it would be less time and less expensive.
4. On July 23 2024 the defendant came to the plaintiff office and gave him 2 letters that he had to get notarized, the plaintiff immediately showed the defendant that the letter was not properly written up as there was no name for signatures, the defendant then proceeded to argue stating that she has done this many times and no one complained, however she stated that she would rewrite it.
5. On July 24 2024 the defendant went to the plaintiff office to give the rewritten letters to get notarized, the defendant informed the plaintiff that the birth certificate that was received was very old and the numbers could not be made out, so a new one should be applied for, the defendant then asked for the deposit of USD\$1,000.00 to start the process, the plaintiff informed her that it made no sense to pay the deposit until the new birth certificate has been received and the defendant agreed.
6. On August 20 2024 the plaintiff reached out to the defendant and informed her via telephone that she could come and pick up the birth certificate and the deposits of USD\$1,000.00 the defendant immediately responded "I am busy so you have to come to where I am, and make sure you have all the papers I cannot do this back and forth" the plaintiff asked the defendant what papers she is requesting, and the defendant responded that she needed the driver's license and marriage certificate. The plaintiff tried to explain to the defendant that she was in possession of all the documents that she required, the defendant continued to argue and belittle the plaintiff on the phone saying that he was stupid. The defendant also informed the plaintiff that she had him on speaker phone and her other clients could hear how he was talking. The plaintiff immediately hanged up the phone.
7. In the evening of August 20, 2024, the plaintiff sent the defendant a voice note vis WhatsApp informing the defendant that he did not like the way he was spoken to and that he is a paying customer and is expected to be treated with respect, also he would like to clarify what exactly did she mean when she stated that she had me on speaker phone and her clients could hear our conversation? In order for us to continue I need this to be clarified. The defendant immediately responded saying that it is very stressful and very overwhelming to assist me, and she cannot help if when she is speaking to me that her clients hear our conversation. The Plaintiff replied to the defendant via voice note informing her that because of her behavior and I do not want to stress anyone out, please return all of my personal documents and whatever work she has done on our behalf please send an invoice and deduct the money from our deposit and return the funds. At 7:28pm The plaintiff also sent an email to the defendant in the same regards informing the defendant to return the documents by 12 noon on Wednesday August 21, 2024. Also stated in the email" If you have a fee for any of the work that you claim that you have done so far please provide an invoice for said work"
8. On August 21 the Defendant wrote to the plaintiff stating that she has scheduled with her lawyer to discuss what funds were used.

9. On Thursday August 22, 2024, the plaintiff replied to the defendant email informing her that if the documents were not returned by 10am the said day the matter will be reported to the police. At about 11:30am the said day the plaintiff went to the police station and reported the matter to get assistance from the police in retrieving his personal documents.  
The Officer called the defendant number 936-2021, 3 times in 45 minutes and no answer, The officer then informed that they would keep trying and when they get thru, they would give the plaintiff a call. At about 11:50 the plaintiff received a telephone call from the George Town Police station to which they informed the plaintiff that they had gotten thru to the defendant however the defendant stated that she would not be handing anything over until she talks to her lawyer Dennis Brady and he is in court, the plaintiff then asked the officer what should he do and the officer informed him that they would get in touch with Mr. Brady. About 15 mins later the plaintiff received another call from the George Town Police Station informing him that that they spoke to Mr. Brady about the situation, and he told them to tell the defendant to hand over the documents, however the officer continued when they informed the defendant what Mr. Brady had stated the defendant informed them that she could come to the police station until 2;30pm because she had to drop off her son. The officer then informed the plaintiff that he should come to the office to get his documents at 2:30.
10. At about 2:30pm the said day the plaintiff went to the police station and was standing at the front desk where Sergeant Stanley came out greeted the plaintiff and asked him to step inside, As the plaintiff entered the room there was a man leaning against the wall (whom I know as Dale) the defendant who was sitting down. Sergeant Stanley then said to the plaintiff to sign this document that the defendant typed up as a receipt on what was given to him.
11. The plaintiff replied to SGT Stanley that he would not sign any documents from the defendant, but the plaintiff would write down whatever he had received. The defendant started to pass slurs saying to the SGT "see what I told you he is very rude and disrespectful he does not want to sign the papers" and the defendant continued arguing to the point that the plaintiff had to inform the SGT the he did not come to receive any verbal abuse from no one so he would leave until the defendant can conduct herself in a decent manner, Sgt Stanley then spoke to the defendant and inform her not to have anything more to say. The plaintiff then got his documents and leaved
12. As of Thursday September 4th, 2024, the defendant has made no contact with the payment regarding the refund.
13. As such in accordance to the defendant flyer that she charges CI\$135.00 per document to translate, authenticated and apostilled as such, the defendant did 11 pages at \$135.00=\$1,485.00 less the \$3,360.00 refund to be at \$1,875.00
14. As such as of Thursday September 5, 2024, the defendant owes the plaintiff \$1,875.00.00 and interest of \$0.13 per day

AND the Plaintiff claims:

1. The sum of \$1,875.00
2. Interest at \$0.13 per day
3. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.



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: *DEBBIE A BRICENO*

Defendant

**ACKNOWLEDGEMENT OF SERVICE**

1 State Defendant's name and address -

*Debbie A Briceno  
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,      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.