



Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 2021

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

EVERALD GREEN

Defendant

PLAINT

To the Defendant

Everald Green
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 *November* 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. The Plaintiff owns and operate a cash to pay day which is a registered company in the Cayman Islands.
2. On September 27, 2021, the defendant came and borrowed CI\$400.00 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 that the loan was to be paid in full with the interest in the amount of \$480.00 total amount to be paid by October 25 2021 (exhibit 1)
3. On October 25 the Plaintiff called the defendant concerning the payment and the defendant said he would be making the payment the next day.
4. On October 29, 2021, the Plaintiff called the defendant concerning the payment and the defendant said he was busy, and he would call, The plaintiff has tried several more time s to call the defendant and he blocked the plaintiff calls.
5. As such as of Wednesday November 3, 2021, the interest of 50% was added to the balance (as per contract) bringing the total balance to \$720.00
- 6.
7. As such as of Tuesday November 3 2021 defendant owes the plaintiff \$720.00 and interest of \$0.05 per day

AND the Plaintiff claims:

1. The sum of \$720.00
2. Interest at \$0.05 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 \$1,045.00



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:

EVERALD GREEN

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Everald Green
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, 2021

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: 9/27/21

CLIENT NAME Everald Green Employment Dominoes

Cell Phone 327-8004

Work Phone 9496633

Email Address

Mailing Address P.O. Box 10400 ky1-

Physical Address 123 Bankers Road West bay

Amount Requested \$400.00

25%Fee \$80.00

Total Amount \$480.00

Payment Date 10/25/21

For value received I Everald Green of 123 Bankers Road West Bay 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 \$50.00 WILL BE CHARGED TO THE TOTAL AMOUNT FOR THE FIRST DAY LATE. IF 5 DAYS LATE 20% WILL BE ADDED TO THE TOTAL AMOUNT. 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 \$480.00 to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before October 25, 2021

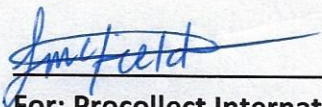
I agree that the interest that I am being charged and the Penalties is Fair and Reasonable

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 Everald Green agree to the terms and conditions of this contract

Signed by the said parties this 27 day of September 2021.



For: Procollect International Ltd



Everald Green