



Plaint

SUMMARY COURT AT GEORGE TOWN

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

**BETWEEN:**

*PROCOLLECT INTERNATIONAL*

Plaintiff

**AND:**

*MARIANA GUERRERO CORTES*

Defendant

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**PLAINT**

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To the Defendant

*Mariana Guerrero Cortes  
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 2 day December 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. On October 20, 2021, the Defendant borrowed \$500.00 from the Plaintiff (Procollect Intl) and agreed to pay back the full amount plus 20% of the amount borrowed by November 17 2021, of a total of \$600.00
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 (exhibit 1)
3. On November 20, 2021, May 26, 2021, the plaintiff called the defendant concerning the payment and the defendant stated that she thought the pay back date was on the 26 November 2021. The plaintiff informed the defendant that the pay back date that she agreed to and signed was for the 17 of November 2021 however we would wait until the 26 November 2021, later fees would not be charged if the loan is paid by November 26, 2021
4. On Monday 29 November 2021 the defendant wrote to the plaintiff stating that she was coming now to make a payment, The plaintiff informed that after 12 noon Monday 29 2021 interest will be added to the balance as per contract
5. On Tuesday November 29, 2021, the plaintiff wrote to the defendant via whatsapp and asked about the payment to which the defendant replied she would pay today Wednesday December 1, 2021
6. As of November 29, 2021, late fees of \$50.00 was added to the balance \$650.00
7. As such as of Wednesday December 1, 2021, 20% was added to the balance (as per contract) Balance \$780.00 2021,
8. As such as of Thursday December 2, 2021, 50% interest was added to the balance. As such the plaintiff claims for \$1,170.00

AND the Plaintiff claims:

1. The sum of \$1,170.00
2. Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
3. Total cost \$1,495.00



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: *MARIANA GUERRERO CORTES*

Defendant

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ACKNOWLEDGEMENT OF SERVICE

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1 State Defendant's name and address -

*Mariana Guerrero Cortes  
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.**

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*Mariana Guerrero Cortes*

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)

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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.

Filed by Procollect International P.O. Box 1145 KY1-1101 George Town Grand Cayman