



Plaint
SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF ²⁰²²~~2021~~

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

AMANDA STEWART

Defendant

PLAINT

To the Defendant

*Aanda Stewart
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 2022

See overleaf for particulars of the Plaintiff's claim

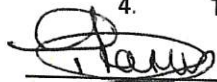
PARTICULARS OF CLAIM

(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 December 18, 2020, the defendant came to Procollect International (cash to pay day) and borrowed \$3,000.00 May 6, 2021, from the Plaintiff (Procollect Intl) and agreed to pay back the full amount plus 20% of the amount borrowed by May 28, 2021, of a total of \$3,600.00
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. In January 2020 the defendant called and informed us that she could not make any payments and if the loan could roll over for the following month and we agreed, as such the new balance \$4,320. In February the defendant called us and inform us that she is unable to pay the loan off in full but will pay every month until the loan is paid off.
4. The defendant continued paying \$400-\$500 a month. On June 28, 2021, the defendant came to the office and signed a new contract for the total amount \$1,682.00 to be paid in July 2021
5. In July of 2021 the Plaintiff tried to contact with the defendant but the defendant blocked all form of communication, On July 27, 2021, the plaintiff received a email stating that she has been seeking advice on how to pay and would contact us by August 5 2021. On August 10 2021 the plaintiff called the defendant and she answered, the plaintiff asked about the payment and the defendant replied my boyfriend who is a police officer told me that I don't have to pay you anymore, she then hanged up and blocked me again. July of 2020 was asked if she could pay a part of the loan as she was unable to pay the full amount, On June 28, 2021, the defendant called the plaintiff stating that she would not be able to make any pay May 26, 2021, at 12:28 the defendant wrote the plaintiff via email stating that she would be making a payment on May 28, 2021, in the amount of \$600.00 before 4:00pm (Exhibit 2)
6. On Friday 5 2022 the defendant has made no contact or payment June 1, 2021,
7. As of September 2021, interest of 50% was added to the loan as per contract bringing the total balance to \$2,523.00
8. As such as of Friday August 5, 2022, the defendant owes the plaintiff \$2,523.00. and simply interest at 2.75%. Interest @365 days \$69.00 and interest of \$0.19 per day

AND the Plaintiff claims:

1. The sum of \$2,523.00
2. Interest \$69.00 and interest @\$0.19 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 \$2,917.00



Plaintiff's Signature

Procollect International
P.O. Box 1145
Grand Cayman KY1-1101
Cayman Islands

S2022-0097

No. 2 - Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__
Plaintiff

BETWEEN: PROCOLLECT INTERNATIONAL

AND: AMANDA STEWART Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

AMANDA STEWART
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.

AMANDA STEWART

DATED this day of, 20~~24~~²²

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.