



Plaint  
SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC \_\_\_\_\_ OF 20\_\_

**BETWEEN:** *PROCOLLECT INTERNATIONAL*

Plaintiff

**AND:** *ALECIA DAVIS*

Defendant

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**PLAINT**

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To the Defendant

*Alecia Davis  
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 **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 September 9, 2022, the Defendant borrowed \$1800.00 from the Plaintiff and agreed to pay back the full amount plus 20% of the amount borrowed by October 7, 2022, of a total of \$2178
- 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. The Defendant has borrowed from us on several occasions
- 3 On September 27 the plaintiff called the defendant about the payment, and she replied that she needs some time to pay maybe next week Monday. The plaintiff asked the defendant to please give an exact day and amount, and she replied "I am a honest woman maybe sometime next week Monday or so I don't know how much when I get money I pay" The Plaintiff then informed the defendant that if a specific date and amount could not be given then we would have to seek legal action to retrieve our monies. The defendant did not reply.
- 4 On October 13 2022 the defendant mother called the plaintiff that they paid \$300.00 on the bill, she was informed that, that was not enough to cover the interest, however we would work with them under the following conditions which were: In writing tell us when you are going to make another payment and how much you will pay, come to the office and sign the said contract and provide an updated job letter(this was also sent to the defendant). The defendant sent a whatsapp message stating she would pay on November 15; she was reminded about the required documents needed or we have to seek legal action.
- 5 As of Monday October 17, 2022, the Defendant has an outstanding balance of \$1928.00 (AS SHE PAID \$300.00), \$50.00 late fee for the first day late as per contract. and as per contract 50% to be added to the balance total \$946.00 and simple interest at 5% \$0.40 per day

AND the Plaintiff claims:

- (1) The sum of \$2847.00
- (2) Fixed costs of \$175.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Interest at \$0.40 per day
- (4) Total sum \$3,172.00



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: *ALECIA DAVIS*

Defendant

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ACKNOWLEDGEMENT OF SERVICE

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1 State Defendant's name and address -

*Alecia Davis  
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    , 2022

**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.

# PROCOLLECT INTERNATIONAL

P O Box 1145, Grand Cayman KY1-1110, CAYMAN ISLAND

Telephone: 345-929-7065

EMAIL: [pro\\_collect@yahoo.com](mailto:pro_collect@yahoo.com)

## CASH ADVANCE AGREEMENT & IRREVOCABLE AUTHORITY TO DEDUCT

**Date:** 9/2/ 22

**CLIENT NAME:** Alecia Davis

**Cell Phone:** 924-1720

**Work Phone:** 815-3445

**Email Address:** [alecia.davis0219@hotmail.com](mailto:alecia.davis0219@hotmail.com)

**Mailing Address:** P.O. Box

**Physical Address:** 79 Canberra Drive Will T BT

**Amount Requested**  $800^{LM}$  ~~\$1,750.00~~

**21% Fee**  $378^{LM}$  ~~\$368.00~~

**Total Amount**  $2,178.00^{LM}$  ~~\$2,118.00~~

**Payment Date:** 10/7/22

For value received I Alecia Davis of 79 Cranberra Drive, Bodden Town 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 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  $2,178.00^{LM}$  ~~\$2,118.00~~ to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before October 7 2022

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 Alecia Davis agree to the terms and conditions of this contract

**Signed by the said parties this 2 day of September ,2022.**

  
\_\_\_\_\_  
Prococollect International Ltd.

  
\_\_\_\_\_  
Alecia Davis