



Plaint
SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 2021

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

SHAUN PITTERSON

Defendant

PLAINT

To the Defendant

*Shaun Pitterson
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 2023

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 Monday October 30, 2023, the defendant came to Procollect International (cash to pay day) and borrowed \$3,186.00 from the Plaintiff (Procollect Intl) and agreed to pay back the full amount, of the amount borrowed by Wednesday November 15, 2023 (being his pay date) of a total of \$3,186.00.
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 he fully understood (exhibit 1)
3. On Wednesday November 22, 2023, the plaintiff texted the defendant enquiring about the payments and the defendant replied "Good morning can I make payment on Friday"? The plaintiff replied and asked how much you will pay? The defendant refused to reply.
4. On Friday November 14, 2023, at 11:08 am the plaintiff texted the defendant asking "when will you pay and how much"? there was no reply. At 2:15 pm the plaintiff texted the defendant, but again no reply.
5. On Sunday November 26, 2023, said day the plaintiff texted the defendant asking if it is necessary to take legal action and the defendant replied "I will pay the money that I owe". The plaintiff texted the defendant informing him that if he is unable to give a straight answer how much and when the plaintiff will proceed called the plaintiff.
6. As of Sunday November 26, 2023, interest of 50% was added to the loan as per contract bringing the total balance to \$4,779.00.
7. As such as of Sunday November 26, 2023, the defendant owes the plaintiff \$4,779.00. and simple interest of \$0.33 per day

AND the Plaintiff claims:

1. The sum of \$4,779.00
2. Interest at \$0.33 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: *SHAUN PITTERSON*

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Shaan Pitterson
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.

Shaan Pitterson

DATED this day of, 2023

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: 10/31/23

CLIENT NAME: Shaun Pitterson

Cell Phone: 917-9676

Work Phone: 814-5149

Email Address: smpitterson@hotmail.com

Mailing Address: P.O. Box

Physical Address: 117 Watershed Circle Sav

Amount Requested \$3186.00

20% Fee \$0.00

Total Amount \$3,186.00

Payment Date: 10/15/23

For value received I Shaun Pitterson of 117 Watershed Road, Savannah 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 \$3,186.00 to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before November 15 2023

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.

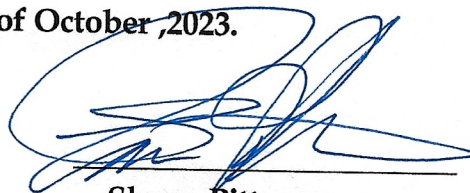
The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of same shall be of any force and effect unless done in writing and signed by both parties.

We, Tyrone Farnum and Shaun Pitterson agree to the terms and conditions of this contract

Signed by the said parties this 31 day of October, 2023.



Procollect International Ltd.



Shaun Pitterson