



Plaint

COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

BETWEEN:

PROCOLLECT INTERNATIONAL

Plaintiff

AND:

JONATHAN MCLAUGHLIN

Defendant

PLAINT

To the Defendant

*Jonathan McLaughlin
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 **30** day of *September 2025*

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 August 20, 2025, the Defendant borrowed \$4,844.00.00 and agreed to pay back the full amount plus 20% of the amount borrowed by September 19, 2025, of a total of \$5,861.00 (Exhibit 1)
- 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.
- 3 On September 19, 2025, the plaintiff texted the defendant reminding him about the payment and late fees. The defendant replied that he was working at the station, and he would make a payment on Monday September 22, 2025. The plaintiff agreed. At about 3:55pm the defendant sent to the plaintiff thru WhatsApp a picture of a transfer slip showing that he made a transfer of \$1,200.00 the defendant stated that he missed the cut off time from the bank so we would receive it on Tuesday.
- 4 On Tuesday September 23, 2025, the plaintiff texted the defendant asking him to check as nothing has arrived and there was no reply from the defendant. On Wednesday 24 2025 the plaintiff texted the defendant saying "good day your loan is now 5 days late fees of \$50 has been added to the balance 20% has been added to your loan as per contract as of Thursday September 25, 2025, if no payment is made to at least cover the interest and some principal. The loan will be recalled. 50% will be added to the balance and court action will commence.
- 5 On Thursday September 25 the defendant replied to me saying " Mr. Tyrone I am not ignoring you I know what you're going to say I am sorting out the problems I just going thru a lot right now you can add what you need add on the account and close it I know it all my fault and you need your funds which you will get in pieces as of next week but for now I am in no state of mind to talk sir sorry about all of this but I know the consequences of your loans you will get your funds sir but in pieces as I stated my apologizes. The plaintiff replied to the defendant saying 'You could have spoken to me but, instead you lied and committed fraud by showing that you paid, and you did not, please state what do you propose to do? As of Monday September 29, 2025, there has been no reply from the defendant.
- 6 As of Tuesday September 30, 2025, the defendant has not made any payment nor has contacted the plaintiff
- 7 As of Tuesday September 30, 2025, the Defendant has an outstanding balance of \$5,861.00. and as per contract. \$50.00 late fee for the first day late, 20% to be added to the balance (as per contract if 5 days late) \$18212.20 sub total \$10,639.80. As per contract 50% to be added to the balance (if the loan is 10 days late and simple interest at 2.38% for \$0.70 per day.

AND the Plaintiff claims:

- (1) The sum of \$10,639.80.00.
- (2) Fixed costs of \$150.00, \$25.00 filing fee and process server fee \$125.00 alternatively costs to be assessed.
- (3) Interest at \$0.70 per day



Plaintiff's Signature

ProCollect International
P.O. Box 1145
Grand Cayman KY1-1101

No. 2 - Acknowledgment of Service

BETWEEN: *PROCOLLECT INTERNATIONAL*PlaintiffAND: *JONATHAN MCLAUGHLIN*Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

*Jonathan McLaughlin
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 Plaint is acknowledged accordingly.

Defendant's Signature

DATED this day of , 2025

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.

19/09/2025

Hi good day, this is a gentle reminder that your loan payment is due today. Please make payment today to avoid late fees of \$50.00 if you are unable to make payment please contact to avoid your loan being recalled and closed for legal action . If you have already made payment, please discard this message.
Thank you

10:33 am ✓✓

Morning am at the station working just need go credit union get the cash and transfer it to Bob for deposit

10:44 am

Tyrone i going have pay the late fee cause I not get no chance get to the bank

1:52 pm

So Monday I pay the late fee plus the loan amount

1:52 pm

ok
1:59 pm ✓✓

22/09/2025

good day
1:58 pm ✓✓

By the end the day I send the transaction I just need finish the deposit but I been in meetings today sorry but I send you transaction when completed today

2:01 pm

ok understood
2:01 pm ✓✓

Cause my supervisor death they call me in

2:02 pm

kool
2:02 pm ✓✓

Cause they need me to take his position

2:02 pm

So sorry about that I never message wanted get that finish first before I did

2:02 pm

nice cuz hope they make it permanent

2:03 pm ✓✓

I have interview this week for the position also that

S2025-0171

Page 6 of 9

2025-09-30

I have interview this week for the position also that
was in play already

2:03 pm



3:55 pm

Sorry I forgot 2pm was my cut off

3:55 pm

23/09/2025

hi please cheak nothing has arrived

1:14 pm ✓✓

Wednesday

good day you loan has passed 5 days late 20% added
to your loan as per contract on Monday September 29
2025 if no payment is made to cover the interest and
some principal the loan will be recalled 50% will be
added to the balance and court action will commence

11:57 am ✓✓

Hey

6:31 pm ✓✓

Bro why are you ignoring me? Ok?

6:32 pm ✓✓

3:55 LTE 14

← Transfer Money

Information

Transaction cutoff has passed for the day. The transaction will be processed on the next business day 23 Sep 2025.

Re gas bill

Nickname
Re gas bill

Transfer Type
DOMESTIC

Beneficiary Account Number
01115470

Account Name
Procollect

Bank Details
CNB
CAYMAN NATIONAL

Beneficiary Address
Grand cayman,Cayman islands,Cayman Islands

Transfer From
1361772010018

Amount
KYD 1,200.00

Exchange Rate

Mr Tyrone i am not ignoring you I know what your going to say I am sorting out the problems I just going thru alot right now you can add what you need add on the account and close it I know it all my fault and you need your funds which you will get in pieces as of next week but for now I am in no state of mind to talk sir sorry about all of this but I know the consequences of your loans you will get your funds sir but in pieces as I stated my apologizes again

11:52 am

sorry not this time joe you could have spoken to me but you lied and committed fraud showing that you paid and you did not this can cost you your job

11:59 am ✓✓

what do you propose to do

12:00 pm ✓✓

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:** 8/20/25**CLIENT NAME** Jonathan McLaughlin**Cell Phone 329-1935 Work Phone****Email Address** Jonathan.mclaughlin@hotmail.com**Mailing Address** P.O.11928 Box ky1-1010**Physical Address** 251 Marina Drive**Amount Requested** \$5,884.00**20%Fee** \$1,117.00**Total Amount** \$7,061.00**Payment Date:** 9/19/25

For value received I Jonathan McLaughlin of 251 Marina Drive Prospect 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 \$7,061.00 to Cayman National Bank A/C 011-15470, Account Name Procollect International on or before September 19, 2025

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.

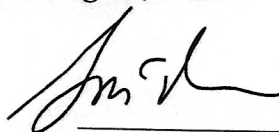
The parties confirm that this contract contains the full terms of their agreement and that no addition to or variation of same shall be of any force and effect unless done in writing and signed by both parties.

We, Tyrone Farnum and Jonathan McLaughlin, agree to the terms and conditions of this contract

Signed by the said parties this 29 day of August, 2025.



Procollect International Ltd.



Jonathan McLaughlin