

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 187 OF 2019

BETWEEN:



HAMPSON AND COMPANY (a firm)

PLAINTIFF

AND:



TANYA LOGVINOV

DEFENDANT

PLAINT



To the Defendant:

Tanya Logvinov

C/o The Security Centre Limited
Grand Cayman

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 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 defence** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 6th day of September 2019.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm of Cayman Islands' attorneys having its offices at Apollo House East, 4th Floor, 87 Mary Street, George Town, Grand Cayman.
2. The Defendant is resident in Grand Cayman and was at all material times a client of the Plaintiff firm.
3. By a written retainer agreement dated 10 July 2015 the Defendant retained the Plaintiff firm to advise and represent her in matrimonial proceedings at hourly rates as more particularly set out in that retainer agreement.
4. The Plaintiff provided the professional services and advice requested by the Defendant pursuant to the retainer agreement, including commencing divorce proceedings in the Grand Court as FAM 118/2015 on behalf of the Defendant and representing and advising her in those proceedings.
5. The Plaintiff invoiced the Defendant periodically for its professional services and as of 2 August 2016 the Defendant owed the Plaintiff CI\$11,868.05 under the Plaintiff's invoice of that date.
6. In September 2016 communications from the Defendant ended with the Defendant advising that she had lost her job. The Plaintiff heard nothing further from the Defendant until 19 October 2017 when the Defendant advised that she was working on matters with her husband and requested the Plaintiff's patience and indulgence with regard to the fees and disbursements outstanding and owing to the Plaintiff. The Plaintiff received no further communication from the Defendant and invoiced the Defendant on 11 October 2018 in the balance of CI\$12,321.65 outstanding
7. Subsequently the Plaintiff learned from review of the Court file, that without notice to the Plaintiff or service of a Notice of Change of Attorneys, the Defendant had engaged the firm of McGrath Tonner on her behalf in FAM 118/2015 in place of the Plaintiff, and which firm had appeared for her at a chambers hearing on 23 November 2018. A request by email of 14 February 2019 to one of the partners of McGrath Tonner to protect the Plaintiff's account, was not responded to by McGrath Tonner, leaving the Plaintiff with no option but to commence these proceedings.
8. Despite acknowledging the debt owing to the Plaintiff under the invoices as aforesaid, the Defendant has in breach of contract failed to pay the Plaintiff the total sum of CI\$12,321.65 owing to the Plaintiff. The Plaintiff pleads that it is entitled to judgment accordingly against the Defendant in the sum of CI\$12,321.65 together with interest as set out below.
9. The Plaintiff pleads and relies on s.34 of the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules 2008 and pleads that it is entitled to pre-judgment and post-judgment interest pursuant to s.34 of the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules 2010 and 2012 at the prescribed rate of 2%% p.a. (US\$0.80 per diem) from 11 October 2018.

AND the Plaintiff therefore claims:

- a) Judgment in the sum of CI\$12,321.65;
- b) Pre-judgment interest from 11 October 2018 accruing at the rate of 2 $\frac{3}{8}$ % per annum (CI\$0.80 per diem);
- c) Fixed costs of \$150.00, \$25.00 filing fee, and bailiff's \$60.00 fee for service pursuant to Summary Court Rule 11(1), or alternatively costs to be assessed, with interest thereon;
- d) Such further and other relief as to this Honourable Court may seem just.

DATED at Georgetown, Grand Cayman this 6th day of September 2019.

HAMPSON - CO.

Hampson and Company
Plaintiff

Plaintiff's address for service: Hampson and Company, Attorneys-at-Law, Apollo House East,
4th Floor, 87 Mary Street, George Town, P.O. Box 698 Grand Cayman KY1-1107

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AND:

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ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address -

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 defence overleaf.

Service of the Plaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2019.

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, George Town, Grand Cayman KY1-1106, within 14 days of receipt otherwise a default judgment may be entered against you.