

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC ⁷³ OF 2021

BETWEEN:

Lisa Cherkassky

PLAINTIFF

AND:

Cayman Airways Ltd

DEFENDANT



PLAINT

To the Defendant:

Cayman Airways Ltd
91 Owen Roberts Drive
PO Box 10092
Grand Cayman
KY1-1001

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 ^{21st} day of May 2021.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. On or around 22 November 2019, the Plaintiff booked a flight ('the Flight') with and operated by the Defendant from Grand Cayman to Miami on 7 January 2020 bearing flight number KX104 under reservation code UZMWPW.
2. On 7 January 2020 at around 0945, the Defendant e-mailed the Plaintiff to state that the Flight would not depart Grand Cayman until 1630 that same day.
3. The Plaintiff was due to connect at Miami airport to a flight to London leaving on 7 January 2020 at 1735 with Virgin Atlantic Airways. With the revised departure time of the Flight, it became quickly apparent to the Plaintiff that she would not make that connecting flight.
4. On 7 January 2020 at around 1000, the Plaintiff telephoned Virgin Atlantic Airways to ask to be transferred to a later flight to London that same day. She was advised that the cost of doing so would be £1767.00. The Plaintiff declined the offer of being transferred onto that later flight.
5. On 7 January 2020 at around 1015, the Plaintiff telephoned American Airlines to ascertain if there was a flight operated by that carrier which would arrive in Miami before the retimed Flight. She was told there was not.
6. On 7 January 2020 at around 1040 the Plaintiff, and her partner, Scott Atkins, telephoned Cayman Airways to explain that the Plaintiff had a connecting flight departing Miami that same day at 1735. Cayman Airways offered no reasonable alternative to the Plaintiff.
7. On 7 January 2020 at around 1122 Cayman Airways e-mailed the Plaintiff to state that the Flight would now depart Grand Cayman at 1730 that day.
8. The Plaintiff booked a new flight from Miami to London with the cheapest carrier, Norwegian Airlines, but that flight was due to depart Miami at 1745 on 8 January 2020. The Plaintiff stayed overnight at a hotel near to Miami airport on the night of 7 January 2020.
9. The Defendant has not replied to e-mails seeking recovery of these additional costs incurred by the Plaintiff set on or around 13 January 2020 and 24 January 2020.
10. In the premises, the Defendant is indebted to the Plaintiff in the sum of CI\$856.98, calculated as follows:

i.	Cost of connecting flight not taken with Virgin Atlantic Airways:	\$222.95
ii.	Holiday Inn, Miami:	\$115.07
iii.	Cost of replacement Norwegian flight to London:	\$491.93
iv.	National Express bus from London Gatwick to London Heathrow:	\$ 27.03
	Total	\$856.98
11. 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 $\frac{3}{8}$ % p.a. (CI\$0.05 per diem) from 7 January 2020.

AND the Plaintiff therefore claims:

- a) Judgment in the sum of CI\$856.98;
- b) Pre-judgment interest from 7 January 2020 to 19 May 2021 (498 days) in the sum of CI\$24.90 and accruing thereafter at the rate of 2½% per annum (CI\$0.05 per diem);
- c) Fixed costs of \$150.00, \$25.00 filing fee, and bailiff's \$30.00 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 George Town, Grand Cayman this 19 day of May 2021.

Lisa Cherkasky
Plaintiff 916-3714

Plaintiff's address for service: P O Box 1568 Grand Cayman KY1-1110

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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 Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 2021.

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.