



COURT AT GEORGE TOWN

CAUSE NO. SC ____ OF 20__

- (i) RYAN ABRAHAMSON
- (ii) SUMMER ROSS

Plaintiffs

AND:

ERIKA HINCHCLIFFE

Defendant

PLAINT

To the Defendant
 Erika Hinchcliffe
 38 Rock Cave Dr.
 Grand Cayman
 Cayman Islands
 (345) 916-5204

THIS PLAINT has been issued against you by the above-named Plaintiffs 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 495GT, 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 defence** 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 defence, the Plaintiffs may apply for a **default judgment** without any further notice to you.

Issued this 2nd day of May 2025

See overleaf for particulars of the Plaintiffs' claim

PARTICULARS OF CLAIM

1. On 1 May 2024, the Defendant's dog viciously attacked the Plaintiffs' small dog ("Chia") resulting in material harm, infection, and pain to Chia and material veterinary costs to address Chia's injuries.
2. While unknown to the Plaintiffs on 1 May 2024, but known to the Defendant at such time, the Defendant's dog had a history of attacking humans and/or other animals.

The Vicious Attack

3. On or around 8:30pm on 1 May 2024, the Plaintiff, Ryan Abrahamson, was on his property, located at 69 Sunblaze Drive in Grand Cayman, with Chia.
4. While outside with a dark sky, Mr. Abrahamson heard the Defendant state something to the effect of "don't worry, my dog doesn't bite" (the "Representation").
5. The Defendant was walking with the attacker dog and a companion/partner.
6. Shortly after the Defendant's statement, the Defendant's dog (owned and/or in the possession of the Defendant) approached the much smaller Chia and viciously attacked Chia (including, multiple punctures/wounds from the Defendant's dog's teeth).
7. The Defendant's dog was dangerously out of control and not located on (or near) the Defendant's property. In this regard, the Defendant failed to keep her dog under proper control in accordance with applicable law.
8. Mr. Abrahamson rushed towards the attack to cause the Defendant's dog to release Chia from its grip.
9. Once released, (i) Chia was brought inside the Plaintiffs' house, where she curled up and appeared distressed, and (ii) Mr. Abrahamson notified his wife, Summer Ross, of the attack.
10. After notification of the attack by Mr. Abrahamson, Ms. Ross exited the house and spoke with the Defendant on the Plaintiffs' driveway. During the conversation, the Defendant stated that she would take care of Chia's vet bills arising from her dog attacking Chia (the "Undertaking").
11. In connection with the Defendant's Undertaking that she would take of the vet bills arising from her dog's unprovoked attack of Chia, the Defendant provided her telephone number to Ms. Ross to arrange for payment of Chia's medical treatment.
12. The Undertaking is consistent with the Defendant's liability under law for injuries/damages caused by the Defendant's dog. It is also consistent with the Defendant's moral obligation to assume the costs relating to the attack by the Defendant's dog.

Veterinary Costs Arising from the Vicious Attack

13. On or around 2 May 2024, Chia was brought to Cayman Animal Hospital to be examined in respect of the attack.
14. Cayman Animal Hospital issued an invoice dated 2 May 2024 in the amount of CI\$280.61 for the initial examination (the "Initial Invoice").
15. The Defendant paid Cayman Animal Hospital's Initial Invoice of CI\$280.61 in connection with the Undertaking that she would pay for Chia's medical expenses arising from her dog's attack on Chia.
16. Subsequent to the Initial examination, Chia experienced further medical issues in connection with the attack by the Defendant's dog (namely, multiple puncture wounds from multiple teeth), and required multiple follow-up visits.
17. Such visits required the Plaintiffs to expend significant time attending appointments, and arranging for and providing medications to Chia.
18. Ultimately, the visits culminated in a material surgical procedure in connection with bites from the Defendant's dog, specifically in and around areas where the Defendant's dog bit Chia. The process resulted in material scars and pain for Chia.
19. The subsequent visits, examinations, surgery, and post-surgery appointments at Cayman Animal Hospital in connection with the attack by the Defendant's dog resulted in aggregate veterinary costs in the amount of CI\$3,864.01 (the "Subsequent Invoices").
20. Notwithstanding the Undertaking, the Defendant did not make a payment to Cayman Animal Hospital in respect of the Subsequent Invoices. In turn, Cayman Animal Hospital required the Plaintiffs to settle the aggregate amount outstanding pursuant to the Subsequent Invoices and causing the Plaintiffs to seek reimbursement from the Defendant.
21. The Plaintiffs settled the amount outstanding under the Subsequent Invoices, which amounted to CI\$3,864.01 and such amount was settled in US dollars by credit card in the amount of US\$ 4,830.01 (the "Incurred Vet Costs") with a processing date of 31 May 2024.
22. The Incurred Vet Costs were attributable to the dog owned, possessed and/or controlled by the Defendant, and also arose in a manner whereby the Defendant disregarded her dog's history of attacking humans and/or other animals. Moreover, the Defendant's Representation was a material misrepresentation and/or fraudulent statement that hid (or outright denied) a material risk relating to her dog.

Requests to the Defendant to Pay the Incurred Vet Costs

23. Ms. Ross attempted to reach the Defendant by way of the phone number provided by the Defendant, to arrange for the Defendant to pay the Plaintiffs an amount equal to the Incurred Vet Costs. However, Ms. Ross was unable to reach the Defendant.

24. After Ms. Ross' unsuccessful attempts, Mr. Abrahamson called the Defendant on 5 June 2024 using the phone number provided to Ms. Ross by the Defendant immediately after her dog attacked Chia.
25. Mr. Abrahamson was able to speak with the Defendant about the matter. During the call the Defendant acknowledged that her dog, which attacked Chia, has had a prior history of behavioural problems (in direct contrast to the Representation made on 1 May 2024) and previously had heartworm (the "Call").
26. During the Call, it was agreed that Mr. Abrahamson would re-send the vet bills pertaining to the Incurred Vet Costs to the Defendant.
27. At 2:25pm on 5 June 2024, as a follow up to the Call, Mr. Abrahamson sent the Defendant (i) a picture of Chia recovering post-surgery with drainage, and (ii) a post-surgery picture of Chia provided by Cayman Animal Hospital showing Chia's shaved back area and scars from the surgical procedure.
28. At 2:30pm on 5 June 2024, after locating the Subsequent Invoices, Mr. Abrahamson provided the Defendant with a PDF file containing the Subsequent Invoices issued by Cayman Animal Hospital that underlie the Incurred Vet Costs.
29. The next day, 6 June 2024, the Defendant indicated at 8:40am that "...i wi get back to u next week as I'm out of office until Monday" (*sic*).
30. After not hearing from the Defendant in the initial part of the week of 10 June, Mr. Abrahamson sent a follow-up message asking for any updates. The Defendant simply advised Mr. Abrahamson "...you're best to contact the police". Mr. Abrahamson responded to indicate that
 - a. "I'm just following up here on the vet bills that were incurred because of the dog bites." (at 2:44pm on 12 June 2024)
 - b. "You indicated to me and my wife that you would cover the bills and in turn provided your number to arrange for payment of the bills m relating to the dog bites". (*sic*) (at 2:46pm on 12 June 2024).
 - c. "(Which both a moral and legal obligation)" (at 2:50pm 12 June 2024).
31. The Defendant did not reply to the above messages from Mr. Abrahamson.
32. On 13 June 2024, Mr. Abrahamson sent a further request via WhatsApp to the Defendant for payment of the Incurred Vet Costs, for the purpose of resolving the matter without resorting to the Courts of the Cayman Islands. Such request indicated that if the amount of the Incurred Vet Costs were not paid forthwith, Mr. Abrahamson would "seek full legal recourse, including, but not limited to instituting civil proceedings by filing a statement of claim in the Courts of the Cayman Islands..."
33. The Defendant did not respond to Mr. Abrahamson's further request.

The Defendant's Egregious Conduct

34. The Defendant had prior knowledge that her dog has a history of biting other animals and/or humans. Notwithstanding the foregoing, the Defendant made the Representation that her dog (owned, possessed, and/or controlled by the Defendant) does not bite.
35. In connection with a prior attack by the Defendant's dog on a human, it is purported by another member of the Orchid Heights community (the neighbourhood where both the Plaintiffs and the Defendant reside) that their wife went to a hospital for medical treatment. Such information was provided by a community member to the Plaintiffs subsequent to the Defendant's dog attacking Chia.
36. The issue of dog bites is a general problem in the Cayman Islands. Deterrence of dog bites by imposing damages on a grossly negligent (arguably, acting with wilful default) dog owner would serve as a material deterrent of future negligent behaviour and corresponding harms.
37. More importantly, imposing punitive damages in respect of the Defendant's egregious conduct by way of her (i) negligence in failing to control her dog, (ii) failure to control and restrain her dog in light of prior incidents, (iii) making the Representation, which provided Mr. Abrahamson with a false sense of security about the Defendant's dog's behaviour and any related risks, and (iv) making the Representation knowing that her dog in fact bites, as it has bit (and caused material injury to) other animals and/or humans prior to 1 May 2024.
38. In connection with the Defendant's particularly egregious conduct, the Plaintiffs undertook material time to deal with the fall out of the Defendant's lack of actions in covering the Incurred Vet Costs and suffered by relying on the Defendant's Representation, which the Defendant knew or ought to have known was a false statement.
39. Moreover, Chia suffered material injury and pain, along with infection, in connection with the Defendant's egregious conduct and failure to keep her dog under proper control.
40. The Defendant's dog, especially when in the Defendant's ownership, possession, care and/or control, is a real and material threat to the community, an area with children and domestic animals that are at continued risk because of the Defendant and her dog. Clear deterrence is required.

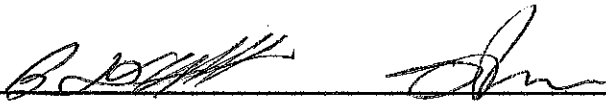
AND THE PLAINTIFFS' CLAIM IS FOR:

- (1) The sum of CI\$20,000.00, consisting of the Incurred Vet Costs (of CI\$3,960.61 when converted from US\$4,830.01 at 0.82 exchange rate) and the remainder in respect of punitive damages in connection with the Defendant's egregious conduct (in particular, the known or ought to have known fraudulent statement/ material misrepresentation when she made the Representation).
- (2) Interest calculated at the prescribed rate from 31 May 2024 to date in the amount of CI\$87.79 in respect of the Incurred Vet Costs.

(3) Interest to continue at the per diem rate of CI\$0.26 in respect of the Incurred Vet Costs until this matter is settled and interest to accrue on the punitive damages commencing on the date of judgment and continuing until the relevant amount is settled in full by the Defendant.

(4) Fixed costs of CI\$175.00, alternatively costs to be assessed.

(subject to the maximum amount permitted under applicable law. For greater certainty, the amounts set out herein are confined to the Subsequent Invoices/Incurred Vet Costs and the corresponding punitive damages. The above amounts do not include any future amounts in connection with enforcing a judgment or any other matters/action/damages outside of the claim pertaining to the Incurred Vet Costs and corresponding punitive damages).



Plaintiffs

Ryan Abrahamson

Summer Ross

Plaintiff's address for service

PO Box 2071, KY1-1105

Grand Cayman, Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 20__

BETWEEN:

(i) RYAN ABRAHAMSON

(ii) SUMMER ROSS

Plaintiffs

AND:

ERIKA HINCHCLIFFE

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

ERIKA HINCHCLIFFE
38 ROCK CAVE DR.
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 defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs are the grounds upon which the Defendant says that she is not liable to the Plaintiffs, 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 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.