

Writ of Summons (Ord 6 r1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

G90233
CAUSE NO: OF 2014

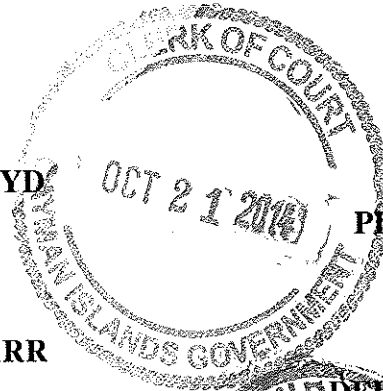
BETWEEN



PRINCESS LLOYD

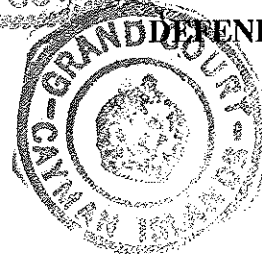
AND

DR ROBERT PARR



PLAINTIFF

GRAND DEFENDANT



WRIT OF SUMMONS

TO THE DEFENDANTS, DR ROBERT PARR OF GRAND HARBOUR DENTAL

with registered offices kept at
Grand Harbour Dental.
P.O. Box 31672
Grand Harbour
Crewe Road
Grand Cayman
KY1-1207
Cayman Islands

THIS WRIT OF SUMMONS 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 the service of the Writ upon you, counting the day of service, you must either satisfy the claim or return to the Court Office PO Box 495G George Town, Grand Cayman, the accompanying Acknowledgement of service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the same stated, or if you return the Acknowledgement without stating therein an intention to contents the proceeding, the plaintiffs may proceed with the action and judgment may be entered against you without further notice.

Issued this the 21st day of October 2013

Note – This writ may not be served later than 4 Calendar months beginning with the date of issue unless renewed by order of the court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: ⁹⁰³³ OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

**DR ROBERT PARR
(Grand Harbour Dental)**

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff Princess Lloyd is a Cayman National. She was employed by Dr Parr the Defendant in his dental practice; Grand Harbour Dental from 25th June 2013 to September 26th 2013 when she was constructively dismissed.
2. The Defendant, Dr Parr owner of Grand Harbour Dental. Is a dentist from Canada who has set up a practice in the Cayman Islands. The Defendant breached verbal express and implied terms of the Plaintiffs renewable 2 year employment contract and some of the written terms of the Plaintiffs contract of employment, resulting in the Plaintiff having to leave her employment. There is now produced and shown by me a letter from the Defendant to the Plaintiff marked exhibit PL/1
3. On or before 11th June 2013, the Plaintiff was asked by the Defendant to join his dental practice. The relevant proposal to join the dental practice is attached here to and marked exhibit PL/2. Evidenced within the correspondence is the fact that the Defendant had offered the Plaintiff a job and that as part of that offer the Plaintiff was supposed to be trained within the practice and was promised by the Defendant that she would be sent to school to learn how to become a fully qualified dental technician. It was within the Defendant's knowledge that the Plaintiff had come from a banking background, and so in being offered the job the Defendant knew the Plaintiff had no formal dental training

which is why the Defendant made it a term and condition of the verbal contract and written terms offered to the Plaintiff to lure her to work for him. The single determinative factor as to why the Plaintiff took the job working for the Defendant at Grand Harbour Dental was due to the promise of training which he had offered. The Plaintiff avers that had she been aware that the Defendant would not have honoured the terms offered to her then she would not have taken the job with him but would have taken the alternative employment offer she had from the Health Services Authority.

4. The Defendant had known about the offer of employment from the Health Services Authority to the Plaintiff, it is the Plaintiff's honestly held belief that the Defendant made a false offer of formally paying for the Plaintiff's further education and training as a dental technician, to ensure the Plaintiff took up the offer of employment with his practice and not the alternative offer of employment. Further, it is now the Plaintiff's honest and reasonably held belief that the Defendant had no intention of providing formal training and schooling as he had expressly informed the Plaintiff that he would do. The Defendant made no effort to arrange proper training for the Plaintiff and failed to provide the Plaintiff with the appropriate course or training in order for the Plaintiff to maintain her role.

5. The Plaintiff formally started work at the Defendant's practice on 25th June 2013. Immediately upon starting the Plaintiff asked for a contract of employment and was told by the Defendant that her contract of Employment would be forthcoming. To date, despite formal and informal requests the Plaintiff was never provided with a formal written contract of Employment. The Plaintiff avers that the Defendant had a statutory duty to provide her with a contract of employment within a specified period but wholly failed to do so. The Plaintiff also asked the Defendant to provide her with any manuals for the day to day running of the practice and further anything which would normally be provided, at the commencement of employment including where to find the practice manual and grievance and disciplinary procedures, health and safety procedures. However at no point did the Defendant ever provide the Plaintiff with any of the documents requested. Despite asking orally and via email no contract of employment was ever forthcoming. The Plaintiff persisted, as was her statutory right, in asking for a contract of employment. However the Defendant consistently avoided providing the same. The Plaintiff notice that anytime she broached the matter with the Defendant things in the practice would become strained. Eventually, the Plaintiff was forced by the conduct of the Defendant to leave her employment due to the treatment inflicted on her by the Defendant during that time the Defendant failed to provide the Plaintiff with a contract of employment. The plaintiff also asked that the defendant honour the terms of the contract by sending her to school to learn to become a dental assistant.

6. The Defendant had a duty to provide medical insurance to cover the Plaintiff and her colleagues whilst working, the Plaintiff had to ask the Defendant for her medical insurance to be sorted out. The Plaintiff was told that the medical insurance was forthcoming. However, the Defendant did not apply for medical insurance. Prior to the commencement of the Plaintiff employment with him again in breach of his statutory requirements. The Defendant only finally sorted the medical insurance in the week that the Plaintiff was forced to leave due to the behaviour of the Defendant. As a direct result the Plaintiff incurred significant costs as she was not covered under the company insurance when she found out she was pregnant in August 2012. The Plaintiff has seen emails showing that the Defendant made an application on 8th July 2013 for medical insurance, however those were submitted only after the Plaintiff had started work with the practice. Thereafter the Defendant failed to follow up on obtaining the medical insurance for the Plaintiff as he did not contact the insurance company until 30th August 2013. There is now produced and shown by me an email from the Defendant to the medical insurance company marked Exhibit PL/3.

7. On several occasions the Plaintiff asked the Defendant for the office manual which would also contain a grievance and disciplinary procedure however no matter how many this was never ever forthcoming. There is now produced and shown to me a document created by the Defendant Marked exhibit PL/4 in which the Defendant clearly refers to an office manual. However, the Plaintiff avers that this document is a fabrication because the manual never existed and at one point the Medical Board ordered the Defendant to close the Grand Harbour Practice because of failings in how the practice was operated. In addition the Defendant attempted to force the Plaintiff to sign the fabricated documents. The Plaintiff honestly and reasonably believes that the Defendant was doing so in an effort to forestall any court proceedings which he knew would be inevitable as a result of his wholly unreasonable and dangerous behaviour and breach of contract.

8. Even though the Plaintiff had not been formally trained by the Defendant. She was given quite a lot of responsibility. The Defendant has asked the Plaintiff to re-order certain systems within the surgery. The Plaintiff was never trained on how to deal with the surgery's chemicals and asked many questions in relation to the use of the chemicals and how they might interact with the patients' health. The Plaintiff was not only willing to learn but was happy to do so. Even without having received any training. Consequently the Plaintiff continuously asked the Defendant to honour the verbal terms of the employment agreement and send her to school to learn to become a dental assistant.

Time and time again the Defendant intimated that he would honour that term of the employment contract and claimed he would sort it out but never did anything about it. The Plaintiff spoke to the Defendant's wife who was his practice manager about this and many other things. More often than not she would refer the Plaintiff back to the Defendant to sort the matter out.

9. A significant breach of the implied terms and conditions of the Plaintiff employment was that she was never provided with any medical insurance even when she became pregnant. The Plaintiff told the Defendant that she was pregnant resulting in the Defendant making the working environment very difficult for the Plaintiff. Without the medical insurance I had to pay out fully out of her own pocket for appointments and treatments during her pregnancy. As a direct result of not providing the statutorily required medical insurance the Plaintiff was not only caused financial hardship but also significant stress. On 23rd September 2013 Dr Alwis provided a letter stating the Plaintiff should not work with toxic material. The Defendant knew of the Plaintiffs pregnancy, but still insisted that the Plaintiff work with Nitrous Oxide, which is known to place pregnant women and their unborn children at risk. The Defendant placed the Plaintiff and her unborn child at risk by insisting that the Plaintiff take part in certain procedures. If the Plaintiff refused as a result of the risk from the chemicals the Defendant would become aggressive, he would kick furniture or bang his head against the wall he would shout and become annoyed. The Defendant's behaviour was such that the Plaintiff honestly and reasonably believed that if she did not do as the Defendant asked on those occasions that he might injure her, someone else or himself. To this end the Plaintiff on those occasions felt she had no alternative but to do as she was told by the Defendant

10. The Plaintiff was also supposed to provide a pension. Bearing in mind the Plaintiff had started work on 25th June the Defendant did nothing about starting this until 8th July and did not provide the SHIC application form to D Ebanks until 3rd September 2013 by that point the Plaintiff had been pressing the defendant on an employment contract, health insurance and pension matters for a significant amount of time. The Defendant took a very lax approach to matters which had a detrimental effect on the Plaintiff. There is now produced and shown to me copies of emails relating to the various requests made by the Defendant to obtain health insurance and a pension for the defendant and her work colleagues, marked exhibit PL/5.

11. In October 2013 the Plaintiff ended up going to the Department of Labour and pensions because of unlawful deductions to her wages, failure to offer her maternity leave, failure to provide her with a contract of employment, failure to provide her with terms and conditions of employment, employing unsafe working practices, all of which were just the tip of the iceberg. There is now produced and shown to me copies of emails between the Plaintiff and Robert Whittaker showing the complaints made at the time and marked Exhibit PL/6. In addition the defendant had agreed with the Department of Labour and Pensions to provide the Plaintiff with a check for deductions from wages. Despite making assurances to them that he would to date the Defendant has to date failed to make good the unlawful deduction of wages and breach of contract.

12. The Plaintiff felt she had no alternative but to leave as the defendant was in breach of express and implied terms of her contract of employment as evidenced in exhibits PL/1 & 2. In addition the practices being used at Dr Parr's surgery were clearly placing the Plaintiff and her unborn child in danger. The Plaintiff has been told of a response by the Defendant. The Plaintiff wholly denies the allegations made against her and avers that what is alleged by the Defendant is completely incorrect. There is now produced and shown to me a copy of a letter from Patra Pearce and email from Victoria Colbourne. Marked exhibit PL/7. These letter show the type of employee the Plaintiff was and go some way to highlighting the working environment within the surgery at the time the Plaintiff was employed there.

13. On 17th February 2014 a formal letter to the Defendant via email and post. The letter sent via post was returned unopened. There is now produced and shown to by me an email which was sent to the Defendant attaching the same, the email is marked exhibit PL/8. The email address which has been provided by the Plaintiff is correct and therefore it is anticipated that the email has been received by the defendant who appears to be evading any correspondence or attempt to sort matters out in an amicable manner. On a whole the Plaintiff avers that the working environment became dreadful and a very difficult place to work due to the Defendant's erratic behaviour, failure to train properly or at all, failure to send her to school and honour the terms of her employment contract and failure to run the surgery in a structured or legitimate manner. There is also attached a copy of documents for dental school marked exhibit P/L 9

PARTICULARS OF THE BREACH OF CONTRACT

- I. Failing to provide a written contract of employment within a reasonable time or upon request
- II. Failing to provide the education and training to the which was promised to induce the Plaintiff to take up the contract of employment with the Defendant
- III. Failing to provide medical insurance prior to the Plaintiff starting her job and only providing it at the point where the Plaintiff felt she had no alternative but to leave
- IV. Failing to provide a pension
- V. Failing to provide an employment manual
- VI. Unlawful deduction of wages
- VII. Causing or permitting the Plaintiff to endanger the life of her unborn child by forcing her to work with Nitrous oxide and in the circumstances failing to provide a duty of care to the Plaintiff and exposing the plaintiff to a risk of injury of which the Defendant knew or ought to have known.

PARTICULARS OF DAMAGES

The Plaintiff seeks specific damages for :-

- i. The loss of the alternative job as a result of the misrepresentation by the Defendant that he would train her
- ii. The wages which would have been available to her had the Defendant fulfilled the 2 year renewable contract
- iii. Loss of opportunity in relation to her further education and training
- iv. Unlawful deduction of wages
- v. Expenses paid in medical bills which ought reasonably to have been covered by the statutorily required medical insurance
- vi. Stress and illness caused as a direct result of the Defendant's behaviour.

AND the Plaintiff claims

- (i) Damages

(ii) Further, pursuant to the Judicature Law 1995 Revision, the Plaintiff is entitled to and claims interest on all such sums as are found to be due at such rate and for such periods as the court shall think fit

(iii) Costs

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: 9233 OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 1

Giuliano Cornale

From: Princess Wright-Lloyd <caymanianbutterfly@yahoo.com>
Sent: Tuesday, October 01, 2013 10:28 AM
To: Giuliano.cornale@cic.com.ky
Subject: Fw: Fwd: Hi Princess; Dr. Robert Parr

----- Forwarded Message -----

From: "caymanianbutterfly@yahoo.com" <caymanianbutterfly@yahoo.com>
To: "robertqboggess@yahoo.com" <robertqboggess@yahoo.com>
Sent: Monday, June 10, 2013 9:12 PM
Subject: Fwd: Hi Princess; Dr. Robert Parr

Sent from my iPhone

Begin forwarded message:

From: drparr drparr <drparr@candw.ky>
Date: June 10, 2013, 7:52:29 PM EST
To: caymanianbutterfly@yahoo.com
Subject: Hi Princess; Dr. Robert Parr

Dear Princess,

PERSONAL AND CONFIDENTIAL

I like you and get along with you. I think you are a good fit for the office.

If you would like to join our team, I would be happy to offer you U\$ 2,400.00 per month.

Also, if you choose to make this a career, I would be happy to pay for your online diploma course which would grant you a true diploma as a Dental Assistant and this would allow you to then be formally registered and licensed by the CI Medical and Dental Council. In return I would ask that you work for me for at least one full year from the start of your studies. Upon graduation, I would then be happy to up your salary to US\$ 2,800.00 per month.

Please consider my offer and kindly let me know as soon as possible. If you would like to start, I would need you to kindly start with us as soon as possible (I understand and appreciate your 2 week notice you would need to give).

Sincere Regards,

Dr. Robert Parr

Giuliano Cornale

From: Princess Wright-Lloyd <caymanianbutterfly@yahoo.com>
Sent: Tuesday, October 01, 2013 10:28 AM
To: Giuliano.cornale@cic.com.ky
Subject: Fw: Hi Princess; Dr. Robert Parr

----- Forwarded Message -----

From: drparr drparr <drparr@candw.ky>
To: caymanianbutterfly@yahoo.com
Sent: Tuesday, June 11, 2013 8:42 AM
Subject: Re: Hi Princess; Dr. Robert Parr

Dear Princess,

Great! Glad to hear your decision and we are happy to welcome a cheerful and eager person like yourself to our team.

Princess, do you mind coming in at 3pm after work again during the next couple weeks for work practice and training before you start officially on the 25th?

Regards,

Dr. Robert Parr

On Mon, Jun 10, 2013 at 8:31 PM, <caymanianbutterfly@yahoo.com> wrote:
Dear Dr. Parr,

Thank you for your generous offer, I would love to be a part of your team. You and the staff are so friendly and welcoming.

I am eager to start studies as soon as you feel I'm ready and I accept your terms and conditions.

I will be able to start on June 25th if that is good for you?

Thank you so much and I'm super excited to work with you.

Sincerely,

Princess

Sent from my iPhone

On Jun 10, 2013, at 7:52 PM, drparr drparr <drparr@candw.ky> wrote:

> Dear Princess,

>

> PERSONAL AND CONFIDENTIAL

>

> I like you and get along with you. I think you are a good fit for the office.

>

> If you would like to join our team, I would be happy to offer you U\$ 2,400.00 per month.

>

> Also, if you choose to make this a career, I would be happy to pay for your online diploma course which would grant you a true diploma as a Dental Assistant and this would allow you to then be formally registered and licensed by the CI Medical and Dental Council. In return I would ask that you work for me for at least one full year from the start of your studies. Upon graduation, I would then be happy to up your salary to US\$ 2,800.00 per month.

>

> Please consider my offer and kindly let me know as soon as possible. If you would like to start, I would need you to kindly start with us as soon as possible (I understand and appreciate your 2 week notice you would need to give).

>

> Sincere Regards,

>

> Dr. Robert Parr

Giuliano Cornale

From: Princess Wright-Lloyd <caymanianbutterfly@yahoo.com>
Sent: Tuesday, October 01, 2013 10:29 AM
To: Giuliano.cornale@cic.com.ky
Subject: Fw: Hi Princess; Dr. Robert Parr

----- Forwarded Message -----

From: drparr drparr <drparr@candw.ky>
To: caymanianbutterfly@yahoo.com
Sent: Tuesday, June 11, 2013 10:57 AM
Subject: Re: Hi Princess; Dr. Robert Parr

Super- see you then- take care and have a nice day.

On Tue, Jun 11, 2013 at 10:54 AM, <caymanianbutterfly@yahoo.com> wrote:
Dr. Parr,

I would love the practice! I'll be in a little after 3 though because I leave work at 3 if that's all right?

Regards,

Princess

Sent from my iPhone

On Jun 11, 2013, at 8:42 AM, drparr drparr <drparr@candw.ky> wrote:

Dear Princess,

Great! Glad to hear your decision and we are happy to welcome a cheerful and eager person like yourself to our team.

Princess, do you mind coming in at 3pm after work again during the next couple weeks for work practice and training before you start officially on the 25th?

Regards,

Dr. Robert Parr

On Mon, Jun 10, 2013 at 8:31 PM, <caymanianbutterfly@yahoo.com> wrote:
Dear Dr. Parr,

Thank you for your generous offer, I would love to be a part of your team. You and the staff are so friendly and welcoming.

I am eager to start studies as soon as you feel I'm ready and I accept your terms and conditions.

I will be able to start on June 25th if that is good for you?

Thank you so much and I'm super excited to work with you.

Sincerely,

Princess

Sent from my iPhone

On Jun 10, 2013, at 7:52 PM, drparr drparr <drparr@candw.ky> wrote:

> Dear Princess,

>

> PERSONAL AND CONFIDENTIAL

>

> I like you and get along with you. I think you are a good fit for the office.

>

> If you would like to join our team, I would be happy to offer you US\$ 2,400.00 per month.

>

> Also, if you choose to make this a career, I would be happy to pay for your online diploma course which would grant you a true diploma as a Dental Assistant and this would allow you to then be formally registered and licensed by the CI Medical and Dental Council. In return I would ask that you work for me for at least one full year from the start of your studies. Upon graduation, I would then be happy to up your salary to US\$ 2,800.00 per month.

>

> Please consider my offer and kindly let me know as soon as possible. If you would like to start, I would need you to kindly start with us as soon as possible (I understand and appreciate your 2 week notice you would need to give).

>

> Sincere Regards,

>

> Dr. Robert Parr

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: 90533 OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 2

Giuliano Cornale

From: Princess Wright-Lloyd <caymanianbutterfly@yahoo.com>
Sent: Tuesday, October 01, 2013 10:29 AM
To: Giuliano.cornale@cic.com.ky
Subject: Fw: Hi Princess; Dr. Robert Parr

----- Forwarded Message -----

From: drparr drparr <drparr@candw.ky>
To: caymanianbutterfly@yahoo.com
Sent: Tuesday, June 11, 2013 10:57 AM
Subject: Re: Hi Princess; Dr. Robert Parr

Super- see you then- take care and have a nice day.

On Tue, Jun 11, 2013 at 10:54 AM, <caymanianbutterfly@yahoo.com> wrote:
Dr. Parr,

I would love the practice! I'll be in a little after 3 though because I leave work at 3 if that's all right?

Regards,

Princess

Sent from my iPhone

On Jun 11, 2013, at 8:42 AM, drparr drparr <drparr@candw.ky> wrote:

Dear Princess,

Great! Glad to hear your decision and we are happy to welcome a cheerful and eager person like yourself to our team.

Princess, do you mind coming in at 3pm after work again during the next couple weeks for work practice and training before you start officially on the 25th?

Regards,

Dr. Robert Parr

On Mon, Jun 10, 2013 at 8:31 PM, <caymanianbutterfly@yahoo.com> wrote:
Dear Dr. Parr,

Thank you for your generous offer, I would love to be a part of your team. You and the staff are so friendly and welcoming.

I am eager to start studies as soon as you feel I'm ready and I accept your terms and conditions.

I will be able to start on June 25th if that is good for you?

Thank you so much and I'm super excited to work with you.

Sincerely,

Princess

Sent from my iPhone

On Jun 10, 2013, at 7:52 PM, drparr drparr <drparr@candw.ky> wrote:

> Dear Princess,

>

> PERSONAL AND CONFIDENTIAL

>

> I like you and get along with you. I think you are a good fit for the office.

>

> If you would like to join our team, I would be happy to offer you US\$ 2,400.00 per month.

>

> Also, if you choose to make this a career, I would be happy to pay for your online diploma course which would grant you a true diploma as a Dental Assistant and this would allow you to then be formally registered and licensed by the CI Medical and Dental Council. In return I would ask that you work for me for at least one full year from the start of your studies. Upon graduation, I would then be happy to up your salary to US\$ 2,800.00 per month.

>

> Please consider my offer and kindly let me know as soon as possible. If you would like to start, I would need you to kindly start with us as soon as possible (I understand and appreciate your 2 week notice you would need to give).

>

> Sincere Regards,

>

> Dr. Robert Parr

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 3

Giuliano Cornale

From: Princess Wright-Lloyd <caymanianbutterfly@yahoo.com>
Sent: Tuesday, October 01, 2013 10:29 AM
To: Giuliano.cornale@cic.com.ky
Subject: Fw: Attached documents to prove we have applied for health coverage for Lloyd, Princess
Attachments: 13-07-08 Email to BAF completed applications Lloyd.pdf; 13-07-31 Email to Quik Care completed app Lloyd.pdf; 13-08-26 email from Dr. Parr.pdf; 13-08-30 email from Dr. Parr.pdf; 13-09-02 email from Eric Clarke.pdf; 13-09-02 Email to Cinico Lloyd health appl..pdf

----- Forwarded Message -----

From: Dr. Robert Parr <drparr@candw.ky>
To: caymanianbutterfly@yahoo.com
Sent: Tuesday, September 3, 2013 12:24 AM
Subject: Attached documents to prove we have applied for health coverage for Lloyd, Princess

13-07-08 Email to BAF completed applications (Health, Pensions)- attached

13-07-31 Email to Quik Care completed application- attached

13-08-26 Email to Quik Care requesting update on Health applications- attached

13-08-30 2nd email to Quik Care requesting update on Health applications- attached

13-09-02 Reply from Quik Care regarding Health applications- attached

13-09-02 Email to Cinico with health application- attached

The attached documents prove that we have tried everything in our power to effect SHIC health cover for Princess Lloyd.

Sincerely,

Dr. Robert Parr, D.D.S.
Dental Surgeon



drparr drparr <drparr@candw.ky>

Hello Mr. Joseph; Dr. Parr

2 messages

drparr drparr <drparr@candw.ky>
To: Joseph Biggs <JBiggs@mybafolutions.com>
Bcc: drparr drparr <drparr@candw.ky>

Mon, Jul 8, 2013 at 7:38 PM

Hello Mr. Joseph,

How are you?


Attached here are Pension and SHIC Health Plan enrolment forms for employee Princess Lloyd.


Regards,

Dr. Parr

3 attachments

 13-07-03 FCB Transfer Request Form Pension.pdf
213K

 13-07-03 Princess Lloyd BAF Health Appl.pdf
771K

 13-07-03 Princess Lloyd BAF Pension.pdf
269K



drparr drparr <drparr@candw.ky>

Hello; How soon for insurance; Dr. Parr

1 message

drparr drparr <drparr@candw.ky>
To: eric@quikcareinsurance.com

Mon, Aug 26, 2013 at 12:47 PM

Hello Eric,

How soon can you activate our insurance for my employees please? Can you email us with an update today.

Regards,

Dr. Robert Parr

Dr. Robert Parr

From: Eric Clarke <eric@quikcareinsurance.com>
Sent: Monday, September 02, 2013 12:23 PM
To: 'Dr. Robert Parr'
Subject: RE: Update on Insurance

Hi Dr Parr,

I should have something for you this week.

Regards

Eric Clarke
Account Executive
28 Passadora Place, Smith Road
P.O.Box 10059
Grand Cayman KY1-1001
Cayman Islands
Tel:(345)946-2273, Fax:(345)946-7322
E-mail:eric@quikcareinsurance.com

From: Dr. Robert Parr [mailto:drparr@candw.ky]
Sent: Friday, August 30, 2013 1:33 PM
To: Eric Clarke
Subject: Update on Insurance

Dear Eric,

Can you please email me back with an update on group health coverage for my employees? I have new employees that are not covered asking me almost dally when their coverage will go into effect.

Kind Regards,

Dr. Robert Parr

Dr. Robert Parr

From: Dr. Robert Parr <drparr@candw.ky>
Sent: Wednesday, July 31, 2013 10:29 PM
To: 'Eric Clarke'
Cc: 'drparr@candw.ky'
Subject: Grand Harbour Dental ; Dr. Robert Parr: attached RE: Info
Attachments: 13-07-31 NEM Group Insurance Application.pdf; 13-07-31 Princess Lloyd NEM Health Application.pdf; 13-07-31 vicky colbourne NEM Health Application.pdf

Hello,

Thank you for writing.

Please find attached group health application forms.

Kindly email back to confirm you received this email.

Regards,

Dr. Robert Parr
Grand Harbour Dental
drparr@candw.ky

From: Eric Clarke [mailto:eric@quikcareinsurance.com]
Sent: Monday, July 29, 2013 2:37 PM
To: drparr@candw.ky
Subject: Info

Good afternoon. Dr. Parr,

See attach information as requested.

Regards

Eric Clarke
Account Executive
28 Passadora Place, Smith Road
P.O.Box 10059
Grand Cayman KY1-1001
Cayman Islands
Tel:(345)946-2273,Fax:(345)946-7322
E-mail:eric@quikcareinsurance.com

Dr. Robert Parr

From: Dr. Robert Parr <drparr@candw.ky>
Sent: Tuesday, September 03, 2013 1:03 AM
To: DEbanks@CINICO.ky; EWebb@CINICO.ky
Cc: 'Mfrye@cinico.ky'; 'lgager@cinico.ky'
Subject: SHIC Health Application attached for Princess Lloyd
Attachments: 13-09-02 Cinico pg 1 Lloyd.pdf; 13-09-02 Cinico pg 2 Lloyd.pdf; image Passport Princess Lloyd.jpeg

Importance: High

Please see attached Cinico SHIC health insurance application for Princess Lloyd.

Please email me back to confirm receipt of this application and that all is well.

Regards,

Dr. Robert Parr
Grand Harbour Dental
949-7645
drparr@candw.ky

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: ⁹⁰²³³ **OF 2014**

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 4



Employee Performance Review – Performed on Sept. 25, 2013

Employee Information

Employee Name: Princess Lloyd Employee ID:
Job Title: Prospective dental asst. under initial training Date: Sep. 25, 2013
Director: Dr. Robert Parr
Review Period: June 25, 2013 to Sep. 25, 2013

Sep. 25, 2013 Goals

Goals: June 25th to Sep. 25th: To spend the first three months orientation to study, practice and master the Dental Assisting First Principles. Use this period to explore if dental assisting is the career of choice for you and whether you possess the dedication and commitment in this patient centered care career. These First Principles refer to basic but important hand positions for the Mirror, the HVE, and to maintain your vision on the operative site at all times. They are the FUNDAMENTAL skills of the dental assistant. These very basic but very important first principles and rules need to be mastered before advancing to any further studies in dental assisting.

Goal #1: Maintain proper & adequate retraction of soft tissue at all times. Maintain your vision on the operative site at all times.

#7673 Slippage: Lost soft tissue retraction of lower lip while Doctor was using drill. Excuse: "I could not see what I was doing".

Must study and follow Dental Assisting First Principles # 7 and #8 to improve.

Goal #2: Never allow your HVE or Mirror to get in Doctors way or to touch Doctor's drill/ laser/ instrument.

#6670 First Principles not followed. Constantly must be reminded to not touch Doctors drill/ laser/ instrument with HVE and not allow HVE to get in Doctors way.

Must study and follow Dental Assisting First Principles # 5 to improve.

Goal #3: Maintain Mirror retraction with gentle outward pressure on the soft tissue, pulling the tissue gently straight away approx. 15mm from the tooth/ tongue. Never dip the mirror into or push into the delicate patient vestibule area. Back of mirror centered and directly opposite and parallel to tooth/ area under operation. The mirror, once positioned correctly, never moves.

#7637 First Principles not followed. Constantly must be reminded to not touch Doctors drill/ laser/ instrument with HVE and not allow HVE to get in Doctors way. Moving mirror away from tooth, not maintaining vision on site, angling mirror (not keeping parallel and opposite to tooth), dipping mirror into patient vestibule.

Must study and follow Dental Assisting First Principles # 2, 3, 4, 5, 8 to improve.

Goal #4: Allow Doctor to freely move his drill/ laser 360 degrees around the tooth at all times.

First Principles not followed. Constantly must be reminded to not touch Doctors drill/ laser/ instrument with HVE and not allow HVE to get in Doctors way. Doctor working with drill on 12 & 13. HVE was actually put directly in path of drill. HVE was actually pushed into and touched Doctor's drill, such that HVE was cut into by drill bit. Not maintaining vision on site. Crossing Doctors line of vision with HVE.

Must study and follow Dental Assisting First Principles # 5, 6, 8 to improve.

Goal #5: Carefully & meticulously dry all occlusal surfaces of patients teeth, both Man. & Max., & maintain them dry for Doctor exams. Retraction and Light positioning during Doctor exams.

First Principles not followed. Was told by Doctor that he is doing exam. Did not respond. Was told AGAIN by Doctor that he is doing exam. Finally responded. Half heartedly performed unsatisfactory drying of teeth with HVE. Did not use mirror to retract at any time. Did not dry or attempt to reach and dry any of the posterior molar teeth in either Max. or Man, including the wisdom teeth. Wisdom teeth left completely flooded with saliva. Did not adequately dry teeth as moving of HVE was too fast to properly suction dry. Left saliva in pits and fissures and about teeth making proper exam impossible. Performed no retraction during exam. Performed no light adjustment during exam. Did not view or maintain vision on site at any time. Did not maintain any continual drying of teeth during Doctor exam. Did not place HVE/ mirror gently into corner of mouth to remind patient not to close.

Must study and follow Dental Assisting First Principles #1, 8, 9, 10, 11, to improve.

Evaluation

- 1 = *Unsatisfactory* Does not perform required tasks. Requires constant supervision
 2 = *Marginal* Needs improvement in quality of work. Completes tasks, but not on time.
 3 = *Meets Requirements* Meets basic requirements. Tasks are completed on time.
 4 = *Exceeds Requirements* Goes above and beyond expectations.
 5 = *Exceptional* Always gets results far beyond what is required.

| | (5) = Exceptional | (4) = Exceeds Requirements | (3) = Meets Requirements | (2) = Marginal | (1) = Unsatisfactory |
|---|--------------------------|-------------------------------|-----------------------------|--------------------------|----------------------------|
| Achieves Set Objectives | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> |
| Demonstrates Required Job Skills And Knowledge | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> |
| Completes All Assigned Responsibilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> |
| Meets Attendance Requirements | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> |
| Recognizes Potential Problems And Develops Solutions | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Demonstrates Problem Solving Skills | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Generates Creative Ideas And Solutions | <input type="checkbox"/> | <input type="checkbox"/> | X <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Suggestions For Self-Improvement:

Must study, review, practice and master dental assisting First Principles.

Supervisor/Manager Feedback:

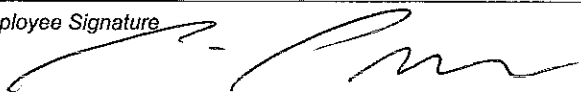
Unsatisfactory performance on the Dental Assisting First Principles. Employee does not demonstrate the necessary basic first principle knowledge, skills, and abilities for the position. Responsibilities and commitment required of the position have not been met due to excessive absenteeism. Please schedule appt. with Director today to discuss your three month performance review and whether you wish to continue to attempt to make Dental Assisting your chosen career.

Verification of Review

By signing this form, you confirm that you have discussed this review in detail with your supervisor.

I, Princess Lloyd, acknowledge receipt of review.

Employee Signature



Date

SEPT. 25 2013

Director Signature

Date

Witness Signature (if employee refuses to sign)

Date

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: ^{g0233} OF 2014

BETWEEN:

PRINCESS LLOYD


PLAINTIFF







AND





DR ROBERT PARR


DEFENDANT

EXHIBIT P/L 5

-  Compose

-  Inbox
-  Drafts
-  Sent
-  Spam (22)
-  Trash
-  Folders

-  Messenger
-  Calendar
-  Contacts
-  Notepad

-  Send Feedback




 Delete
  Move ▾
  More ▾
  Collapse All
 



Contract for Princess Lloyd

Me Sep 28

To drparr drparr, Robert Whittaker, mario.ebanks2@gov.ky

Dr. Parr,

This email is a follow up from the email I sent on September 2, 2013.

I have not received a response in the issues/concerns I had. And I have not received a contract as per section 6 (2) in the law which states I am to have a contract within 10 days of my request. My first initial request was back in July.

My August salary is incorrect and I would like this resolved as per our initial contract DD on June 10, 2013. The date in which I agreed to work with Grand Harbour Dental. You owe me my sick day and a third and the days you took vacation. The pension deduction is also in question.

I am requesting a contract by end of business day on Monday. I have copied in the labour board in this email as this needs to be rectified.

I am also requesting an answer on all other concerns I have laid out in my letter.

Please be advised, I heard you say to Barrie Quappe that all staff have been presented an office manual, I would like it formally stated I have NEVER been privy to an office manual I do not even know what it looks like or where to find it.

Sent from my iPhone

Reply, Reply All or Forward | More



September 1st 2013

RE: CONTRACT, PENSION, HEALTH AND SALARY FOR PRINCESS LLOYD

Dear Dr. Parr,

I am writing this letter because I have a few questions and concerns. I know you prefer me to write a little note because you don't like to be emailed etc... but due to the escalation in my concern I felt the need to write a formal letter.

I requested a contract in early July at some point and I know that you said you are trying to word it properly in a way that it would include you sending me to school and covering fees etc. However, it is now the end of August and I still do not have a contract. Without this contract I do not fully understand the terms and conditions of my employment, EG. Benefits, deductions, sick days etc...

When I agreed to work for you it was understood that I would be paid 2400USD per month, you closed the office for two days in August and advised that I will not be paid for these two days, however. I am concerned about this because I am aware that you do this on occasion and I am worried about the amount of salary I will lose due to your personal trips/closing the office. Also, since the office is closed for such and extensive time period over Christmas& New Year's, how will this affect my salary? I do not feel that these things should have an effect on my salary. I was ill for a day and a third this last week and I would like to know if I am also going to be getting that deducted from my salary as well? I do not agree that it should be deducted by law as I am allotted a certain amount of sick days etc...

You have just taken out my pension with BAF and you informed me that my August salary will have (2) months pension deducted from it. I do not believe I am responsible for this as my employer should by law have had health and pension for me from my first start date which was June 25 2013. Please confirm what percentage is taken from my salary as well as how much my employer will pay before any pension is deducted from my salary. This is why a contract is needed to explain to me so I understood clearly what the terms of my employment are, I feel blindsided.

I have no health insurance as yet and I understand that you have been under a great deal of stress with other matters so I have tried being patient. However, as you and I have just become aware this last work week I am now pregnant. I have been informed that no insurance provider will insure me as this will be labeled as a pre-existing condition. To be quite frank I do not know what this means and I would like something said& done on the matter. I am currently paying for all health out of pocket which as you know is very expensive. Last week and this week is costing me; \$150(x2) and \$377 for blood work, which I did not get done because I could not afford it.

We briefly spoke this month about me being paid bi-weekly and I agreed with you on waiting until you resolved other issues, however due to my new circumstances I put the request to you again, please may I get paid bi-weekly and not monthly?

Thank you for your time and I look to hear from you soon, please respond via letter or email.

Regards,

Princess Lloyd

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 6

Whittaker, Robert

From: Dr. Robert Parr <drparr@candw.ky>
Sent: Monday, October 07, 2013 9:25 AM
To: Whittaker, Robert
Subject: RE: Princess Lloyd

Dear Labour Board,

We wish to put this matter to rest as well and thank you for taking the time to write to us. We hope that this email will clarify the items and finally put this matter to rest.

Enclosed is the copy of Lloyd's pay slip which we prepared on the first of the month. Here is the breakdown of her pay:

Gross Pay: US\$ 2,400
Less Health Insurance premium for September: US\$ 406.25
Less Health Insurance premium for October: US\$ 406.25
Less Pension: US\$ 96.13
Absent Days: 3.78 (- US\$ 477.49)
Net Pay: US\$ 2,400 – US\$ 1,388.65 = US\$ 1,013.90

Lloyd was paid via Butterfield direct deposit the exact amount of US\$ 1,013.90. I do not know why she is telling you it was "\$830" when it is not (perhaps that is in C\$).

With all respect we wish to state that we are allowed to ask for and receive a valid Medical Certificate for any and all absences, no matter how short. Miss Lloyd never gave us any Medical Certificates for any of her absences:

1. MISCONDUCT: ATTENDANCE PROBLEMS. A. UNEXCUSED ABSENCES.
 - i) Aug. 26, 2013 from 2:30pm to 7pm;
 - ii) Aug. 27, 2013 absent all day;
 - iii) Sep. 9, 2013 11:58am to 7pm;
 - iv) Sep. 10, 2013 absent all day;
 - v) Sep. 18 absent all day.
 - vi) Sep. 30 Walked off the job. Absent all day.

Lloyd is bound by our handbook guidelines: *It is a policy of Grand Harbour Laser Dental Center: i) to require all employees to automatically and without request provide the Director with a Doctor's Certificate for any and all Sick Leave, no matter how short; ii) that only a Doctor's Certificate will be considered as valid and satisfactory evidence of illness; and iii) that such Doctor's Certificate MUST be provided within 24 hours of Sick Leave, otherwise employee will be considered to be Absent and marked as such on his time calendar.*

Attendance Policy

Since each of you is a vital part of the success of this practice, it is very important for you to be at work when you are scheduled. Any non-emergency appointments should be made after hours or be made on days off. We also understand from time to time an emergency comes up. However, it's a good idea to have backup plans.

Any deviation from your scheduled hours must be approved by the Director of Operations. This includes calling in sick, leaving early, scheduling vacation days, etc. You must call every day you are absent stating the nature of your absence and your anticipated return. You must speak to the Director because leaving a message is not acceptable. Asking your spouse or anyone else to give this notice is also unacceptable except under special circumstances. If you do not call before the first hour of any scheduled workday, it will be considered a no call/no show. Two consecutive days of no call/no show will be deemed a voluntary resignation.

Subject: RE: Sick Days
From: Whittaker, Robert (Robert.Whittaker@gov.ky)
To: caymanianbutterfly@yahoo.com;
Date: Friday, October 25, 2013 11:24 AM

Hi Princess:

I am seek legal advice as per section 19 of the Law to see if you are entitle to maternity leave, even in the absents of a contract.



Robert Whittaker
 SLO/Assistant Director
 Dept. of Labour & Pensions

Main: (345) 945-8960

Email: Robert.whittaker@gov.ky

From: caymanianbutterfly@yahoo.com
 [mailto:caymanianbutterfly@yahoo.com]
Sent: Friday, October 25, 2013 11:01 AM
To: Whittaker, Robert

Subject: Re: Sick Days

Ok what about the 2 days he took from me because he went on vacation as well as my maternity?

Sent from my iPhone

On Oct 25, 2013, at 10:25 AM, "Whittaker, Robert" <Robert.Whittaker@gov.ky> wrote:

Dear Princess:

Payment is expected in your account today for your sick days. Pls. check your account later today.

Regards

Regards

Robert Whittaker
 SLO/Assistant Director

<image001.jpg> Dept. of Labour & Pensions

Cayman Islands Government

2nd Mid Town Plaza, Elgin Avenue, George Town

P.O. Box 2182 George Town KY1-1105

Grand Cayman, Cayman Islands

Main: (345) 945-8960

Direct: (345) 244-4009

Fax: (345) 949-8961

Email: Robert.whittaker@gov.ky

Dr. S. de Alwis – Seneviratne, CMH

FRCS, FRCOG, MRCP, FFSRH (UK), FACOG
MRCS, LRCP (ENG), LRCS (EDIN), LRCP (EDIN), LRCP & S (GLAS), MAACS
Master of Surgery

Former Head of Department Ob. / Gyn. Cayman Islands
Assistant Professor St. Matthew's University School of Medicine
Fellow of The Royal College of Obstetricians, Gynecologists & Surgeons (UK)

SENIOR SPECIALIST / CONSULTANT
Obstetrician & Gynecologist

The Chrissie Tomlinson Memorial Hospital
Walkers Road, George Town,

P.O.Box 10826, Grand Cayman KY1-1007, Cayman Islands.
Office: 345-345-6066 Fax: 345-945-0161 E-mail: sarath@candw.ky

September 23, 2013

To whom it may concern:

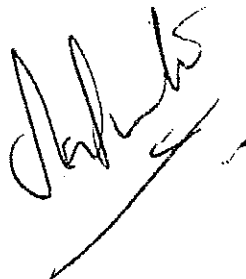
Re.: Princes Lloyd

Ms. Lloyd is current pregnant with an expected day of delivery 20.4.2014.

This it to advice, that Ms. Lloyd should refrain from working with toxic material, until she deliver her baby.

If you have any questions regarding the above, please feel free to contact our office.

Yours sincerely,



Dr. de Alwis

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: ^{g 0233} **OF 2014**

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 7

Search Mail Search Web

- Compose
- Inbox
- Drafts
- Sent
- Spam (22)
- Trash
- Folders
- Messenger
- Calendar
- Contacts
- Notepad
- Send Feedback

Back Forward Delete Move Spam More Collapse X

FW: Letter of reference

vc co Today at 11:57 AM To Me

Victoria Colbourne RDH,RYT

From: vickycolbourne@hotmail.com To: caymanianbutterfly@yahoo.com Subject: Letter of reference Date: Mon, 14 Oct 2013 13:04:17 +0000

To whom it may concern I have had the pleasure of knowing Princess Carla Lloyd since she was employed with Dr Parr.. During the time of our acquaintance, I have known Princess as a dental assistant. Princess had no previous dental experience. I helped train Princess and she learned very quickly and followed directions. Dr Parr was very pleased with his choice for this position. Dr. Parr had Princess development protocols and she developed a new medical history form. Dr . Parr was teaching her how to read radiographs and was training her to provide invisagn services. Dr. Parr could not say enough how bright, and how quickly she learned things. Dr. Parr allowed Princes to leave the office when he was finished with his last patients. It was the same for me and other staff members . He also asked Princess to watch over the staff on Friday's as he was not in. He put Princess in charge of the staff. Dr Parr had many malfunctional equipment especially his suction unit. It is impossible to keep the patient's mouth dry when the suction doesn't work properly. Princess was always early for work and dealt with the patients very well. Dr . Parr and Princess had a very good relationship in the office as they use to step outside together on a regular basis. If you have any questions please feel free to contact me at anytime.

Victoria Colbourne RDH,RYT

Reply, Reply All or Forward | More



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: ^{GD 33} OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 8

Len De Vries

From: Amelia Fosuhene
Sent: Monday, February 17, 2014 2:33 PM
To: drparr@candw.ky
Cc: Len De Vries
Subject: Letter before action - Employment Dispute - Ms. Princess Lloyd
Attachments: Letter to Dr Parr - 14 February 2014.pdf

Dear Dr. Parr,

Please find enclosed letter before action on behalf of our client, Ms. Princess Lloyd.

We await your response within the next 7 days.

Kind regards,

Tel: (345) 945 0220



Direct: (345) 743 0223
Email: afosuhene@stenning.ky
Website: www.stenning.ky

Stenning & Associates is an incorporated legal practice pursuant to regulations 9 and 10 of the Legal Practitioners (Incorporated Practice) Regulations 2006.

This email and any file attached to it is confidential and may also be privileged. It is intended solely for the use of the addressee. If you have received this email in error please notify the sender by reply email or telephone. You should not copy it or use it for any purpose nor disclose its contents to any other person.



STENNING
& ASSOCIATES

ATTORNEYS-AT-LAW

4th Floor, Harbour Centre
42 North Church Street
PO Box 901
Grand Cayman KY1-1103

Tel: (345) 945 0220

Email: jstenning@stenning.ky

Website: www.stenning.ky

Dr Parr
Grand Harbour Dental
Grand Cayman

By email and by post

14th February 2014

Dear Dr Parr,

WITHOUT PREJUDICE

Re: EMPLOYMENT DISPUTE WITH DR. ROBERT PARR AND/OR GRAND HARBOUR DENTAL

We act on behalf of Ms Princess Lloyd who was employed by you between June and September 2013. Our Client Ms Lloyd instructs us that she was constructively dismissed from your employment for a number of reasons including breach of section 6 of the Labour Law (2011 revision) and health related to her pregnancy.

Section 6 provides a need to furnish a contract of employment to an employee within 10 working days of entering into a contract with that employee. We are instructed that no such contract was ever provided despite numerous requests by Ms Lloyd. Please can you provide the same to us, if such a document exists, as signed by Ms Lloyd.

Further we note your purported documentation relating to a disciplinary hearing, headed Employee Performance Review, allegedly held with Ms Lloyd, in which you consistently refer to her failing to follow Dental Assisting First Principles. Please could you provide the Manual of Dental Assisting First Principles, details of the date it was provided to Ms Lloyd and her signature on any document acknowledging the same was received by her. Please also provide a copy of the employee handbook which is referred to in your email of 7th October 2013, detailing when such a handbook was provided to Ms Lloyd, her signature proving receipt of the same and details of where such a handbook was kept.

We note Ms Lloyd started with you in June 2013; Can you please advise when you first obtained medical insurance to cover her employment with you and further would you please provide the policy under which she was covered.

Moreover we are told that Ms Lloyd was to be provided with training; Please provide any details of the training she received, from whom and when such training took place. We would ask that you detail any specific training Ms Lloyd was given to deal with the chemicals which were in the surgery and details of the health and safety precautions you took. Could we also be provided with a copy of your health and safety manual which ought to have been provided to Ms Lloyd and any documentation from you carrying Ms Lloyds signature as an acknowledgement that such a manual was made available to her.

In the initial email offering employment Ms Lloyd was promised training via a college course. Please could you provide any details of the college course promised to her and any communications by you securing such a course for her.

We are aware of Ms Lloyd's complaint to the Labour Board. Please could you confirm if you have since provided her with the payment she was supposed to receive as a result of that complaint. Providing the amount and detailing how it was paid to Ms Lloyd if indeed any such payment was made.

As I am sure you appreciate, we are seeking to avoid litigation if possible and would welcome your co-operation with these matters. Ms Lloyd may be willing to consider mediation to settle these matters should a prompt response be forthcoming. However if we do not receive a satisfactory response within 7 days we will not hesitate to commence litigation on behalf of our client.

Yours faithfully,


STENNING & ASSOCIATES

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN**

CAUSE NO: OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

EXHIBIT P/L 9

- [Home](#)
- [Our Programs»](#)
- [About Us](#)
- [Testimonials](#)
- [Events](#)
- [FAQs](#)
- [Contact us](#)



Toronto College of Dental Hygiene and Auxiliaries Inc. Level II Dental Assisting Program curriculum has been approved by The National Dental Assisting Board

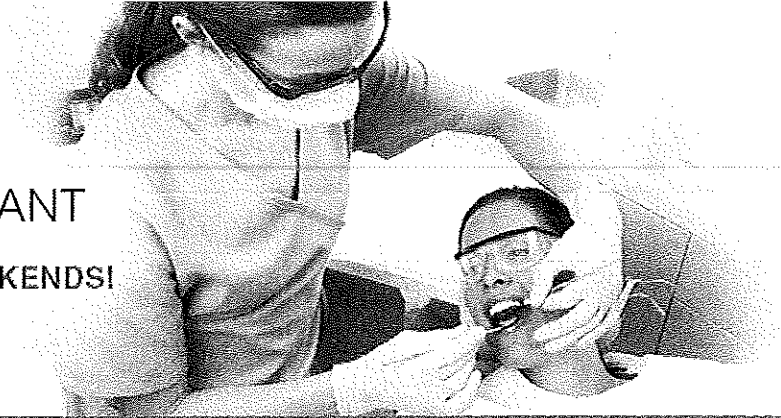


[Financing Details](#)

[Vancouver College](#)

[Login](#)

BECOME A
LEVEL II
DENTAL ASSISTANT
IN **8** WEEKENDS!



Dental Assistant Level II

Program Overview

[Apply Now](#)

[Program Overview](#)

[How to Apply](#)

[Student Success Stories](#)

[Common Questions](#)

Benefits & Advantages

[Become a Level II Dental Assistant in 8 Weekends](#)
[Read more >>](#)

[Competitive Rates](#)

[New Teaching Equipment](#)

[Large and Small Classroom Size](#)

[Close to Subway, TTC and major auto routes](#)



Availability:

Weekends: Friday 4-8pm, Saturday and Sunday 8am-5pm (160 hours)

Course length: 8 weeks

Salary Range: approx. \$15-\$23/hour

This program is Approved as a vocational program under the Private Career Colleges Act, 2005

New!

Dental Assisting Level II is **now offered on the weekends.** The program will run Fridays, Saturdays and Sundays for a duration of **8 weeks.**

Introduction

Toronto College of Dental Hygiene and Auxiliaries Inc Level II Dental Assisting Program curriculum has been approved by the NDAEB so that graduates are able to write the National Dental Assisting Board Examination.

This program provides the student with the theoretical and practical experience of a DA Level II duties. All concepts taught in the theoretical classroom will be demonstrated and practiced in the clinical setting on manikins, student partners and clients. The student will demonstrate these clinical skills while adhering to the ODA code of ethics.

National Mandatory Core Duties

- Dental Assisting (Level II)
- Dental radiography
- Mechanical polishing of the coronal portion of the teeth (not including any instrumentation)
- Placement and removal of rubber dam
- Taking of preliminary impressions of teeth for study models
- Topical application of anti-cariogenic agents
- Oral hygiene instruction with an intra-oral component
- Dietary counselling relative to dentistry
- Application of materials topically to prepare the surface of the teeth for pit and fissure sealants
- Application of pit and fissure sealants
- Application of topical anesthetics
- Application of desensitizing agents
- Whitening of the coronal portion of the teeth using materials generally available to the public without prescription
- Application of treatment liners (no pulpal involvement)*
- Application of matrices and wedges*

- [Home](#)
- [Our Programs»](#)
- [About Us](#)
- [Testimonials](#)
- [Events](#)
- [FAQs](#)
- [Contact us](#)



Our Dental Hygiene Program has received Accreditation from The Commission on Dental Accreditation of Canada



[Financing Details](#)

[Vancouver College](#)

[Login](#)



Toronto College of Dental Hygiene & Auxiliaries Denatal Assisting Level 2 Information and FAQs

- How long is the dental assisting level II Program offered at TCDHA?
- What can I expect in the dental assisting level II Program?
- What is the cost for the dental assisting level II program offered at the TCDHA?
- What method of payment is accepted for the tuition fees?
- Are there any hidden fees that we should be aware of at the TCDHA?
- What is the admission process?
- Is there a fee associated with the admission process?
- What should I expect on the Entrance Examination?
- How many students are accepted into the dental assisting level II program?
- Do I need to complete the Dental Assisting level I courses prior to being accepted to the program?
- What are the other requirements to apply for the dental assisting level II program?
- Do I need to write the National Board Exam when I complete the dental assisting level II program?
- Do I need to do a practical examination after completing the dental assisting level II program?
- Are there fees associated with writing the NDAEB exam?
- How do I get additional information for the dental assisting level II program?

Answers

How long is the dental assisting level II Program offered at TCDHA?

The dental assisting level II program runs for 8 weeks. Friday 4-8pm, Saturday 8-5pm and Sunday 8-5 pm. There are 160 hours in total for the entire duration of the program.

What can I expect in the dental assisting level II Program?

Another name for dental assisting level II program is intra-oral dental assisting. The reason being is that the student will learn all the hands on clinical skills required to graduate as a dental assistant level II.

This program provides the student with the theoretical and practical experience of dental assisting level II duties. All concepts taught in the theoretical classroom will be demonstrated and practiced in the clinical setting on manikins, student partners and clients. The student will demonstrate these clinical skills while adhering to the ODAA code of ethics.

National Mandatory Core Duties

- Dental Assisting (Level I)

Completed TCDHA application
Evidence that the dental assisting level I /equivalent has been met
Standard CPR certificate
Resume
Criminal Record Check (CPIC) & Vulnerable Sector Screening (VSS)
1 letter of reference
Completed immunization form (TCDHA form)

Please Note: If the applicant lives in the city of Toronto they must obtain a form from our College prior to going to the Police station.

Do I need to write the National Board Exam when I complete the dental assisting level II program?

Yes, everyone that graduates from dental assisting level II program must write and pass the National Board exam with the NDAEB.

Do I need to do a practical examination after completing the dental assisting level II program?

No, if you have graduated from the dental assisting level I program and then the dental assisting level II program you would not need to take a practical exam. The graduate would only need to do a written exam here in Ontario.

A student that is planning to move out of province or out of country may be required to take a practical exam when they move to another province or country.

Are their fees associated with writing the NDAEB exam?

Yes, there is a fee associated with writing the NDAEB exam. The fee is not included in the tuition. Each graduate must pay for this National Board exam separate from the TCDHA. The fees are determined by the NDAEB and may change annually.

How do I get additional information for the dental assisting level II program?

Please visit our website at www.toronto-college-dental.org or call **416-423-3099** or toll free number **1-866-923-3099** to speak to an admissions coordinator or to schedule and individualized tour of our facility.

Our admission coordinators are very friendly and will assist you throughout the entire process.

PLEASE CALL TODAY TO START THE DENTAL ASSISTING LEVEL II PROGRAM!

416-423-3099 or Toll Free 1-866-923-3099

[Home](#) [Dental Hygiene](#) [Dental Assistant Level II](#) [Dental Assistant Level I](#) [Testimonials](#) [About Us](#) [Events](#) [Contact Us](#) [Login](#)



- [Home](#)
- [Our Programs»](#)
- [About Us](#)
- [Testimonials](#)
- [Events](#)
- [FAQs](#)
- [Contact us](#)



Toronto College
of Dental Hygiene and Auxiliaries

Our Dental Hygiene Program has received Accreditation from The Commission on Dental Accreditation of Canada



[Financing Details](#)

[Vancouver College](#)

[Login](#)



Toronto College of Dental Hygiene & Auxiliaries Information and FAQs

- Is the Dental Hygiene program offered at the TCDHA Accredited?
- Do we receive a certificate or a diploma once we complete the program at the TCDHA?
- How long is the Dental Hygiene program offered at the TCDHA?
- Does everyone write the National Dental Hygiene Certification Board Exam (NDHCB)?
- Are there fees associated with writing the NDHCB exam?
- Does the program offer any scheduled breaks and or holidays?
- What is the cost of the program offered at the TCDHA?
- Does the College have payment options?
- Does the College accept Student Loans?
- Does the College assist Student with Bank Loans or Line of Credit applications?
- Are there any hidden fees that we should be aware of at the TCDHA?
- What is the admission process?
- Is there a fee associated with the admission process?
- What should I expect on the Entrance Examination?
- How many students are accepted into the dental hygiene program?
- Does the Dental Hygiene program accept many out of province students?
- How many dental chairs does your facility have?
- Do I need University courses to be accepted to the program?
- How do I get my Dental Hygiene Registration?
- Does the College have a Residence?
- Does TCDHA help with Employment?
- How do I get additional information?

Answers

Is the Dental Hygiene program offered at the TCDHA Accredited?

YES, the Dental Hygiene program offered at the TCDHA has been granted Accreditation by the Commission on Dental Accreditation of Canada Since 2004.

Students that graduate from our [Accredited Dental Hygiene Program in Canada](#) may apply to write the National Dental Hygiene Certification Board Exam with the NDHCB. Once the student successfully passes this National examination they may apply for their

Please visit the OSAP website to get an "estimate" and see if and how much you would be eligible for.

When on this site you will notice that we are not on the drop down list. Once you click that we are not on the list a box will appear. Type in "Toronto Coll" and you will be connected to our programs offered at TCDHA.

Second Career Program may be another form of payment option
Native Status in Canada may also be a payment option

Does the College assist Student with Bank Loans or Line of Credit applications?

YES! There are several financial institutions that will assist students with student loans and student line of credits.

Please call the College and one of our Friendly admission staff will be more than happy to assist you with all of the financial options that may be available to you. Please call 416-423-3099 or toll free at 1-866-923-3099

Are there any hidden fees that we should be aware of at the TCDHA?

There are no hidden fees at the TCDHA. We believe that the student should know what their financial situation is well in advance so that they can prepare themselves for the financial commitment of the dental hygiene program.

What is the admission process?

The candidate must ensure that an **original copy** of their Canadian high school transcript or a completed Canadian public College diploma/University degree transcript or documentation of equivalency* is provided to the College.

*Qualified academic credential assessment can be submitted as an alternative for those who have taken their education outside of Canada. Please check the link provided for more information to show equivalency
(<http://www.cicic.ca/415/credential-assessment-services.canada>)

Or Mature Student - Applicants that are applying as a Mature Student who are over the age of 18 year of age and lack a high school diploma or equivalent (as discussed above) must successfully pass the Superintendents approved qualifying Test which is called Canadian Achievement Survey Test at Toronto College of Dental Hygiene and Auxiliaries Inc. Valid id must be provided to show prove the age requirement.

The Mandatory pre-admission test, an interview and entry requirement applies to all applicants.

The applicant must fill out an application form and must successfully achieve a 70% on the entrance exam in order to be granted an interview. During the interview the student will be asked a set series of questions to determine if the student can communicate, comprehend in the English language and determine if the individual will be most likely to succeed in this program.

Please call today 416-423-3099 or toll free 1866-923-3099 for additional information.

Is there a fee associated with the admission process?

No the admission process is FREE!

What should I expect on the Entrance Examination?

The pre-admission test consists of 100 Multiple choice type questions includes the following:

- **65 Questions - English Multiple Choice Test**
Including Vocabulary, Grammar & Reading Comprehension
- **10 Question - Spatial Relations Questions**
- **25 - Biology Questions**

Applicants should contact The Toronto College of Dental Hygiene and Auxiliaries Inc. for test information and dates.

Does the College have a Residence?

Yes, TCDHA has multiple residence contacts available to the applicants. The admission staff will assist the applicants with finding a place to stay while in the program as we do understand that it can be challenging moving from out of province or country.

Does the College assist with Employment Assistance and Counseling?

Yes, TCDHA provide assistance or counseling with job placement in the following ways:

- TCDHA Post all job openings and opportunities on the internal job posting board within the College
- Current students are informed of potential job opportunities through e-mails.
- TCDHA maintains alumni information and notifies former graduates of potential job opportunities through e-mail
- TCDHA assist student with resume writing, interview techniques, soft skills, and job preparations skills
- TCDHA allows students to utilize the facilities to contact potential employers, print resumes
- TCDHA provides Letter of References for their graduates

Toronto College of Dental Hygiene and Auxiliaries Inc. does not guarantee employment for any student who successfully completes a vocational program offered at Toronto College of Dental Hygiene and Auxiliaries Inc.

How do I get additional information?

Please visit our website at www.toronto-college-dental.org or call 416-423-3099 or 1-866-923-3099 (toll free) to speak to an admissions coordinator.

We recommend, if possible to schedule and individualized tour and test date today.

One of our Friendly admission staff will be happy to assist you throughout the admission process.

Currently TCDHA is offering **FREE** Admission testing to applicants that apply to the program.

[Home](#) [Dental Hygiene](#) [Dental Assistant Level II](#) [Dental Assistant Level I](#) [Testimonials](#) [About Us](#) [Events](#) [Contact Us](#) [Login](#)

Acknowledgement of service of writ of summons (0.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO: ⁹⁰²³³ OF 2014

BETWEEN:

PRINCESS LLOYD

PLAINTIFF

AND

DR ROBERT PARR

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly this FORM MAY HAVE TO BE RETURNED. Delay may result in Judgment being entered against the Defendant whereby he may have to pay the costs of applying to set it aside.

-
1. State the full name of the defendant by whom or on whose behalf the service of the Writ is being acknowledged

-
2. State whether the Defendant intends to contest the proceedings

Yes No

3. If the claim against the defendant is for a debt or a liquidated demand, And he does not intend to contest the proceedings, state if the defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff.

Yes No

Service of Writ is acknowledged accordingly

(signed).....

[Attorney] for

Address for service: (Please see overleaf)

Notes on the address for service

Attorney: where the defendant is represented by and Attorney, state the Attorney's place of business in the Cayman Islands. A defendant may not act by a foreign Attorney.

Defendant in person: Where the defendant is actin in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for hims hshold be sent. In the case of a limited company, "residence" means its registerd or principal office.

Endorsement by plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference if any in the box below.

Stenning & Associates Attorneys-at-Law
4th Floor, Harbour Centre, 42 North
Church Street, George Town, Grand
Cayman

Endorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference if any in the box below.