**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO: SC 217 OF 2018**

| | | |
|---|---|---|
| **BETWEEN** | **CHRISTA ANGELL** | **PLAINTIFF** |
| **AND** | **WDM LIMITED** | **DEFENDANT** |

**PLAINT**

CLERK OF COURT OCT 24 2018 CAYMAN ISLANDS GOVERNMENT

COURT OF SUMMARY JURISDICTION 18/17 CAYMAN ISLANDS

To the Defendant

WDM LIMITED t/a Align Wellness Studio
Unit 3A, Camana Bay, Grand, Cayman Islands

CIVIL REGISTRY PAYMENT $25.00 OCT 24 2018 309743 CAYMAN ISLANDS GOVERNMENT

**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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service 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 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 10th day of October 2018

**See overleaf for particulars of the Plaintiff's claim**

## PARTICULARS OF CLAIM

1. The Plaintiff began working for the Defendant on 12 November 2018 as TCM physician/ Acupuncturist. She was provided with an employment contract dated 14 October 2018

2. On 11 July 2018, the Plaintiff was provided with a revised contract of employment, with less favourable terms and conditions of employment. She was put under considerable pressure to agree to the revised terms, sign the contract and return it despite the following:

3. Her working hours had been reduced to 27.5 per week when she had previously worked 40 hours per week and had requested to work 6 hours per day.

4. Her vacation entitlement was disproportionately reduced from 20 to 12.5 days per year.

5. Her remuneration was changed from CI$5000 monthly salary to 50% of commissions, with no base salary. Given the proposed reduced working hours it would be impossible for her to live in Cayman on this rate of remuneration.

6. The Plaintiff had previously confirmed that she may require unpaid leave in order to attend to her chronic medical condition (of which the Defendant was aware from the outset of her employment). In email correspondence it was made clear that the Company had become resistant to allowing this.

7. The Plaintiff requested that she would have use of 2 treatment rooms in order to allow her to meet a quota sufficient to be able to afford to live in Cayman. The Defendant would not confirm that she would be provided with 2 rooms.

8. As such the Plaintiff concluded that the unilateral amendments made by the Defendant to her contract were in effect a termination of her previous contract. There had been no consultation or attempt to agree these terms with the Plaintiff. The revised terms were detrimental to her previous terms. In seeking to impose detrimental terms on the Plaintiff she considered that the Defendant had terminated her employment with immediate effect as of 23 July 2018, when she confirmed to the Defendant that she could not accept the revised terms of employment being imposed on her.

9. The Plaintiff has not been paid for any work done since 1 June 2018. In total, she worked 134 hours between 1 June and her termination date, for which she has not been paid. In addition the Plaintiff is entitled to 4 weeks' notice pay.

**AND THE PLAINTIFF** claims:

1. The sum of CI$ 12,783.00; calculated as 50% of the revenue earned by the Complainant from June 1 2018 until her termination date.

2. Notice pay of CI$ 6,000 (based on an estimate of 50% of the revenue earned from treating on average 20 patients per week at CI$150 per treatment).

3. Interest in the sum of CI$113.66 calculated at the prescribed rate from 23 July 2018 to 23 October 2018;

4. Costs to be assessed.

Appleby (Cayman) Limited

**Appleby (Cayman) Limited**
**Attorneys-at-law for the Plaintiff**

Plaintiff's address for service

APPLEBY (CAYMAN) LTD
71 Fort Street
PO Box 190
Grand Cayman
KY1-1104

**IN THE SUMMARY COURT AT GEORGE TOWN**

**CAUSE NO: SC OF 2018**

| | | |
|---|---|---|
| **BETWEEN** | **CHRISTA ANGELL** | **PLAINTIFF** |
| **AND** | **WDM LIMITED** | **DEFENDANT** |

---

**ACKNOWLEDGEMENT OF SERVICE**

---

1. State Defendant's name and address:

| |
|---|
| WDM LIMITED t/a Align Wellness Studio<br>Unit 3A, Camana Bay, Grand, 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 Plaint is acknowledged accordingly.

_____

**Defendant's Signature**

Dated this day of

**See overleaf**

## PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

**Defendant's Signature**

**REMINDER** This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.