

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

Cayman ABA Ltd

AND:

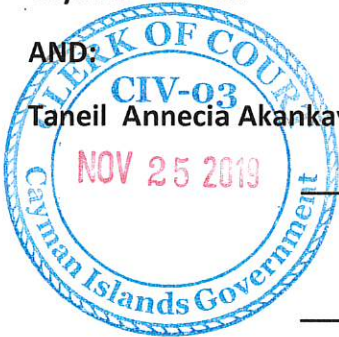
Taneil Annecia Akankaye Lee



CAUSE NO. 5227/2019

Plaintiff

Defendant



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PLAINT

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To the Defendant

30 Cloudscafe Court  
George Town  
PO Box 924 Grand Cayman  
Cayman Islands

**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 Complaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, 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 **Acknowledgment of Service form**.

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

Issued this 25th day of November 2019.

See overleaf for particulars of the Plaintiff's claim

## PARTICULARS OF CLAIM

**1. "Offer letter" - 27 May 2019**

On 27 May 2019 the offer letter was sent via email outlining the details of training and employment. This letter included a hourly rate; however upon discovering that the Defendant was not Caymanian a subsequent agreement was made via telephone where the Defendant chose to commit to one year employment rather than pay upfront fees. This was confirmed by email on 29 May 2019.

**2. "Re: Following up on program costs" (email) - 29 May 2019**

On the 29th of May, The Plaintiff sent the Defendant an email, following a phone conversation. This conversation and subsequent follow up email took place after The Plaintiff received confirmation from WORC that they were unable to sponsor the Defendant due to the Defendant's immigration status. In this email it was confirmed:

- Training fees CI 4,000.00.
- Waiver of costs of training program, contingent upon the agreement that the Defendant would work for The Plaintiff for 1 year following certification, in a full-time capacity.
- Confirmation that the Defendant may opt out of the training program before August 2019, without any cost obligation to The Plaintiff.
- Registration fee for certification, flight, accommodation and exam fees would be paid by the Defendant.

**3. Employment Letter to Immigration – 28 June 2019**

In support of the Defendant's Residence with the Right to Work application a letter was formulated and submitted to immigration to advise of The Plaintiff's intention to employ the Defendant training was completed.

**4. Right to Work Application – 7 July 2019**

The Defendant submitted her Right to Work application, detailing her intention to work as a Registered Behavior Technician.

**5. Compensation Meeting Minutes – 9 August 2019**

During the meeting the following was discussed and minuted:

- Update on Right to Work Status
- Check-in regarding the Defendant's satisfaction with the program to date
- The Plaintiff confirmed they would pay for annual fee when the Defendant received the Right to Work approval
- The Defendant reinforced her commitment to the agreement to work for The Plaintiff for one year, and confirmed that she wanted to continue the program towards certification
- The Plaintiff agreed to pay for the exam fee, hotel costs, transportation costs, and flights to Miami, in recognition of the Defendant's continued commitment.

- During this meeting the Defendant also brought up that she loved the program; however, she was trying to find a balance as it was exhausting. Recommendations were provided by the Plaintiff as to how to deal with this.

**6. Performance Meeting – 30 August 2019**

This meeting outlined performance during the training program, from June through August. The Defendant reinforced her intention to work as an RBT for the Plaintiff, following certification.

**7. “Re: Follow up” (email) – 3 September 2019**

The Plaintiff sent an email to her management team with a summary of discussion that took place with the Defendant. This email summarized the conversation where the Defendant again confirmed her commitment.

- This email confirms that the Defendant *maintained her intention to work for the Defendant for a year following her exam*
- The email confirmed the justification for payment of the Defendant’s exam fees under this pretense.

**8. Meeting Minutes – 15 October 2019**

Minutes were recorded. The Defendant read a letter to managers and established that she would not fulfill her agreement to work for the Plaintiff. The Defendant also confirmed that her Right to Work had been approved.

- A document was provided to the Defendant during this meeting, in anticipation of her intention to break her commitment, detailing the costs that she would need to pay.

**9. “Re: Followup” – 17 October 2019**

The Plaintiff followed up with an email further outlining the cost commitments for training as per agreement, and requesting payment.

- Monies owed for RBT Training
- Offer to waive additional costs of registration with BACB, examination fee, flights, accommodation and transportation, in recognition of the 5.5 days volunteered post-certification while awaiting immigration approval.

**10. Reimbursement email – 21 October 2019**

The Plaintiff received email from the Defendant stating that:

- Following a meeting with the Department of Labour and Pension, the Defendant was told there was no binding agreement for the Defendant to pay back the monies owed.
- The Defendant was not paid from the 3 – 20 September 2019 following the approval of her Rights to Work.
- For the Plaintiff to utilize the outstanding monies owed to the Defendant to cover the training costs.

**11. Email – 21 October 2019**

In response to the above email the Plaintiff sent an email reminding the Defendant of her commitment email 29 May 2019 and subsequent correspondence both written and verbal of the Defendant's intention to work for one year.

- Request if the Defendant wanted to establish a payment plan.
- If an agreement could not be reached the Plaintiff's intention to pursue the matter legally.

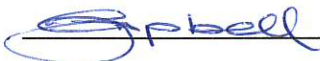
**12. Email – 21 October 2019**

The Defendant replied to the Plaintiff advising:

- The Defendant was never paid for time worked or given any stipend as agreed upon the approval of her Rights To Work.
- The Defendant was advised by Labour Office that there was no binding contractual agreement in place.
- Labour Officer advised that both the Plaintiff and the Defendant breached the Immigration Law.
- Labour Law Officer advised the case should be dropped because the Defendant had no contractual agreement and that both parties were in violation.
- The Defendant is willing to attend court to highlight the distress the experience has caused her.

AND the Plaintiff claims:

The sum of \$5,057.37



Plaintiff's Signature  
On Behalf of Cayman ABA

Plaintiff's address for service

8 Palm Road, Unit 3 Chestnut Centre  
10 Market St. Suite 543  
Camana Bay  
KY1-9006  
Phone number: 923-5476  
Email: anoush@caymanaba.com