

IN THE SUMMARY COURT AT GEORGE TOWN
CIVIL DIVISION



CAUSE NO. SC ²³¹ OF 2019

BETWEEN:

JACQUELINE SCHOFIELD

PLAINTIFF

AND:

BIG BROTHERS BIG SISTERS OF THE CAYMAN ISLANDS

DEFENDANT



PLAINT



TO: The Defendant
Big Brothers Big Sisters of the Cayman Islands
P.O. Box 32178
Grand Cayman KY1-1208

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 495GT, George Town, Grand Cayman, 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 Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this ³ day of December, 2019

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The plaintiff is ordinarily resident in the Cayman Islands with an address for service care of her Attorneys.
2. The defendant is a not-for-profit company registered in the Cayman Islands with its registered office at P.O. Box 32178, Grand Cayman KY1-1208.
3. By a contract of employment dated 19 July 2018 the plaintiff was employed by the defendant in the capacity of a programme director at a salary of KYD\$70,000 per annum, payable at the rate of KYD\$5,833.33 per month ("the contract"). The commencement date of employment was 30 July 2019.
4. At clause 6 of the contract it was a term of the plaintiff's employment that she was subject to a probationary period of 6 months within which she could be terminated upon one week's notice.
5. It was further agreed that the probationary period may be extended by mutual consent of both parties provided that the agreement was made in writing. No such written agreement was entered into and the plaintiff's probationary period as stipulated at Clause 6 of the contract expired on 29 January 2019.
6. Pursuant to clause 15 of the contract, the plaintiff was entitled to receive from the defendant two months' notice to terminate her employment subsequent to the end of the probationary period.
7. By letter dated 15 April 2019 the defendant terminated the plaintiff's employment with effect from 22 April 2019.
8. Upon termination, the plaintiff received the following sums from the defendant:

| | |
|---------------|---|
| KYD\$4,030.30 | Salary accrued to 22 April 2019 less 5% pension deduction |
| KYD\$125.00 | Gas for the month of April |
| KYD\$99.66 | April's health insurance payment in lieu of benefit |

| | |
|---------------|--|
| KYD\$2,847.21 | Unpaid vacation leave pay |
| KYD\$774.04 | accrued time off in lieu of pay |
| KYD\$4,707.05 | Pension contributions |
| KYD\$141.54 | Interest penalty for late pension payments |

9. In accordance with relevant notice period in clause 15 of the contract and pursuant to the provisions of section 10 of the Labour Law (2011 Revision), upon termination of employment the plaintiff was entitled to a sum equivalent to two months' pay in lieu of notice in addition to any other benefits she would have earned during the notice period.

10. In breach of the contract the defendant has failed to pay the following sums as are due and owing in respect of the termination of the contract:

| | |
|----------------|--|
| KYD\$10,244.27 | Notice Pay (two months' notice pay less seven days' notice pay received) |
| KYD\$250.00 | Gas and Car allowance of \$125 per month |
| KYD\$198.54 | Health Insurance payment of \$99.27 per month |
| KYD \$583.33 | Pension contribution at 5% salary for 2 months. |

11. Based on the foregoing, the sum of KYD\$11,276.14 is due from the defendant to the plaintiff.

12. Further, the plaintiff claims interest on the above sum of KYD\$11,276.14 at the rate of 2 3/8% per annum pursuant to the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time.

13. STATEMENT REGARDING INTEREST

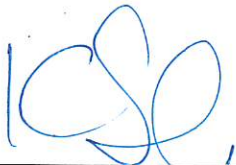
a) The Plaintiff seeks pre and post judgment interest from 22 April 2019 at the rate of 2 3/8% on the sum owing and in accordance with the provisions of the

Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

- b) The interest rate claimed is 2 3/8%.
- c) Interest is claimed on the principal sum of KYD\$11,276.14 from 22 April 2019.
- d) The amount of interest owing from 22 April 2019 to the date of filing of this Plaintiff is KYD\$164.25.
- e) The amount of interest accruing each day from 2 December 2019 is KYD\$0.73

AND THE PLAINTIFF CLAIMS

- The sum of KYD\$11,276.14;
- Interest;
- Costs or alternatively fixed costs in the sum of KYD\$200.00 plus filing fees and bailiff's fee for service;
- Such further or other relief that the Court deems just.



KSG Attorneys-at-Law
Attorneys for the Plaintiff

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ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____ 20____

**See
Overleaf**

PARTICULARS OF DEFENCE

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

Defendant's Signature

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