



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2023

D E I v E E N:

RÉBECCA MARIE GUYLAINE YOUNG

Plaintiff

AND

**CAYMAN ISLANDS URGENT CARE, LTD.
trading as DOCTORS EXPRESS URGENT CARE**

Defendant

PLAINT

To the Defendant

<p>Cayman Islands Urgent Care, Ltd, trading as Doctors Express Urgent Care Doctors Express Medical Center 81 Godfrey Nixon Way Grand Cayman Cayman Islands, KY1-1107</p>
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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 Plaintiff 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 25th day of January 2023

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff, Rebecca Marie Guylaine Young, is a former employee of Cayman Islands Urgent Care, Ltd, trading as Doctors Express Urgent Care
2. The Defendant - Cayman Islands Urgent Care, Ltd. trading as Doctors Express Urgent Care, is a healthcare facility operating and offering health care services to the members of the public in the Cayman Islands.
3. The Plaintiff entered into a contract of employment with the Defendant dated July 11, 2022, as Medical Secretary based on an initial temporary six months' work permit (issued 2 June) commencing 22 June and expiring on 29 November 2022 [**"The Employment Contract"**].
4. The key terms of the Employment Contract are as follows:

4.1 Remuneration: In accordance with clause 7.1 of the Employment Contract, the Plaintiff's contracted remuneration was on an hourly basis at a rate of CI\$17.00 per hour and CI\$25.50 overtime to be paid in arrears in monthly instalments on the 25th day of each month or the closest day to the 25th of the month. The Plaintiff was anticipated to work for a scheduled 2,002 hours per annum with expected annual earnings of CI\$37,128.

4.2 Sick Leave: Clause 11 of the Employment Contract specified that the Plaintiff was entitled to paid sick leave of 10 days per annum at her basic rate per annum if ill or otherwise incapacitated.

4.3 Vacation Leave: Clause 10 of the Employment Contract specified that the Plaintiff was entitled to 10 vacation days at basic remuneration per annum.

4.4 Termination: Pursuant to clause 3.1 of the Employment Contract, the notice period for the termination of the contract by either party was 90 days.

4.5 Standard Work Week: The Plaintiff was to work on a rotating shift pattern of 5 X 11-hour days in the first week and 2 X 11-hour days in the second week which totalled 38.5 hours per week for every two weeks.

5. Pursuant to the Employment Contract and in reliance on the express terms of the same, the Plaintiff relocated to the Cayman Islands from Ontario, Canada and completed 15 hours of unpaid e-ClinicalWorks (EMR) training and 10 hours of unpaid onsite practical training at the Defendant's medical facility as required by the Defendant.
6. The Defendant did not inform the Plaintiff of any intention to characterise the cost of the Plaintiff's relocation expenses from Canada or the fees paid for her work permit as a debt which could be owed from the Plaintiff to the Defendant in the event of termination of employment, and no such term to this effect is contained in the Employment Contract.
7. The Plaintiff was provided with 4 work uniforms with the Defendant's branding. The Defendant required the Plaintiff to wear such branded uniform at all material times during working hours at the Defendant's medical facility although no express term to this effect was contained within the Employment Contract. The Plaintiff was not afforded any alternative option of wearing non-uniform attire during her workdays and complied with the Defendant's express instruction to wear its branded uniform.
8. The Defendant did not inform the Plaintiff of any intention to characterise the cost of the compulsory branded uniforms as a debt which could be owed from the Plaintiff to the Defendant in the event of termination of employment, and no such term to this effect is contained in the Employment Contract.

9. In accordance with clause 3.1 of the Employment Contract the Plaintiff submitted the required 90 days' written notice of her resignation on September 26, 2022. By mutual agreement with the Defendant the notice period was abridged by consent to 29 November 2022 when the Plaintiff's temporary work permit expired. The Plaintiff confirmed verbally to the Defendant that she had no desire continue the employment or to consider any alternative to the terms of her employment during the abridged notice period.
10. Save for periods of documented sick leave, the Plaintiff continued to perform her duties professionally during the notice period. The Plaintiff's was not on duty on October 20, based on her rotation schedule and her last full working day was October 21, 2022 and thereafter she was on sick leave until the end of the notice period. The Plaintiff's sick leave from October 25th 2022 to November 29th 2022 was under the professional medical advice of Dr. Cuff of Seven Mile Medical Clinic, West Bay Road, Grand Cayman. The Defendant was provided with a copy of the medical certificate issued by Dr Cuff confirming such necessary sick leave.
11. Pursuant to clause 10.1 of the Employment Contract, the Plaintiff was entitled to paid vacation leave of 10 vacation days per annum. The time period from June 22 to November 29 = $161/365$ amounts to 0.44 of one year. The Plaintiff had therefore accrued 96.8 hours of accrued vacation leave.
12. The Plaintiff utilised 66 hours of accrued vacation leave during her abridged notice period with 30.8 hours of accrued vacation remaining.

13. The Defendant declined to exercise either of the options available to it as an employer under the terms of the Employment Contract upon the resignation of the Plaintiff:
 - I. pay the Plaintiff in lieu of notice
 - II. Place the Plaintiff on 'garden leave' to 29 November to include all accrued and unused vacation

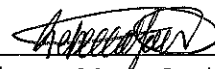
14. By letter dated 4 January 2023, the Plaintiff demanded from the Defendant payment of all outstanding sums due to her under the Employment Contract, namely
 - I. Outstanding salary for the period September 20th – October 19, 2022 at \$17 per hour in the sum of CI\$2,922.44
 - II. Outstanding salary for one workday- October 21st, 2022 in the sum of CI\$212.50
 - III. A Salary for Queen's State funeral public holiday- Fixed vacation hours = (11 X \$17 per hour) in the sum of CI\$187.00
 - IV. A 30.8 hours of accrued unused vacation leave in the sum of CI\$523.60

15. For the avoidance of any doubt, the Plaintiff does not claim paid sick leave from the Defendant, not compensation for 25 hours' spent undertaking training as required by the Defendant.

16. Unlawfully and in breach of contract, the Defendant has failed to pay the amounts due to the Plaintiff under the Employment Contract as set out above or any amount. The Plaintiff has accordingly suffered loss and damage. In summary, the Defendant is liable to pay the Plaintiff the sum of CI\$3,845.54 for outstanding salary and accrued vacation leave.

AND THE PLAINTIFF CLAIMS:

- I. Outstanding salary for the period September 20th – October 19, 2022-in the sum of CI\$2,922.44
- II. Outstanding salary for one workday- October 21st, 2022 in the sum of CI\$212.50
- III. Outstanding salary relating to Queen’s State funeral public holiday- Fixed vacation hours = (11 hours at \$17 per hour) in the sum of CI\$187.00
- IV. Remuneration for 30.8 hours- accrued unused vacation leave in the sum of CI\$523.60
- V. Interest payable in accordance the prescribed rates from 29 November 2022 until judgment or sooner payment.
- VI. Fixed costs in the sum of \$150 plus filing fee.
- VII. Such further or other relief as the Court may deem just.



Rebecca Marie Guylaine Young, Plaintiff

Plaintiff’s address for service

<p>52 Canal Point Drive, Unit 313 George Town Grand Cayman KY1-9012</p>
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**SUBJECT TO CONTRACT**

7 May 2021

Dear Miss Young,

We are pleased to offer you employment on the terms set out below:

Employment Terms

Position	Medical Secretary
Start Date	ASAP
Pay (Note: All wages are tax-free in the Cayman Islands)	CI\$17.00 per hour, CI\$25.50 overtime/hr equivalent to ~CI\$37,128 per annum (assuming scheduled for 2,002 hours)
Probationary Period	3 months (may be extended for a further 3 months, if required)
Contract Term	Continues until terminated by either party
Vacation Days per Year	ten (10) (No vacation may be taken for 6 months after joining)
Sick Days per Year	ten (10)

Cayman Islands Urgent Care, Ltd.
 Doctors Express Medical Center • 81 Godfrey Nixon Way
 P.O. Box 669 • George Town • Grand Cayman • KY1-1107
 Cayman Islands
 Tel: (345) 745-6000 • Email: recruitment@doctorsexpress.ky

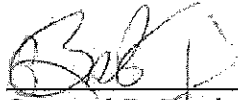


Public Holidays	May be scheduled to work on public holidays. Any public holidays worked will be paid at double normal hourly rate.
Employer-paid % of Employee's Health Insurance	50% of premium for employee's individual coverage
Pension Entitlement	5% employer-matched contribution up to statutory limit in Pensions Law.
Notice Period for Termination	3 months
Conditions Precedent to Employment	Completion of 11 hours (1 day) training (unpaid) Issuance of Valid Work Permit (If applicable) Completion of required courses Proof of vaccination - COVID 19

NEXT STEPS:

Please sign below and return to us before 12pm noon (GMT - 5:00) on 20 May 2022 to indicate your acceptance of this offer.

OFFER MADE BY:



Samuel R. Banks
Director
 Attorney at Law

OFFER ACCEPTED BY:



Rebecca Young

Date: Sunday, May 8, 2022

Cayman Islands Urgent Care, Ltd.
 Doctors Express Medical Center • 81 Godfrey Nixon Way
 P.O. Box 669 • George Town • Grand Cayman • KY1-1107
 Cayman Islands
 Tel: (345) 745-6000 • Email: recruitment@doctorexpress.ky



Dated July 11, 2022

- (1) Cayman Islands Urgent Care, Ltd. T/A Doctors Express
- (2) Rebecca Young

CONTRACT OF EMPLOYMENT



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THIS CONTRACT (Contract) is dated July 11, 2022.

PARTIES

- 1) CAYMAN ISLANDS URGENT CARE, LTD. (T/A DOCTORS EXPRESS), of P.O. Box 669, Grand Cayman, KY1-1107, Cayman Islands (Employer); and
- 2) REBECCA YOUNG of 518 Rochester Street, Unit 1405, Ottawa, Ontario, K1S 5W4, Canada (Employee).

RECITALS

WHEREAS the Employer operates an urgent care medical facility under the trade name Doctors Express (Doctors Express).

1. CONDITIONS OF CONTRACT OF EMPLOYMENT

1.1. Any offer of employment or continued employment is subject to:

- (a) the Employee providing a satisfactory Police Clearance Certificate;
- (b) completion of 15 hours (unpaid) of eClinicalWorks (EMR) training;
- (c) completion of 10 hours (unpaid) onsite practical training;
- (d) receipt of favourable references from referees provided in employment application;
- (e) review and acceptance of the Employee Handbook (as defined in s.16, below);
- (f) the issuance of a work permit (if applicable).

1.2. Assuming the above employment obligations are satisfied, the Employee will commence employment with the Employer on such date as agreed in writing between the parties or such earlier date as may be mutually agreed in writing between the parties.

2. TERM

2.1. The minimum term of this Contract is two (2) years and shall continue in-force until terminated by either party.

3. TERMINATION

3.1. Other than where termination arises under clauses 3.2 or 20 of this Contract, the notice period for termination of this Contract by either party is 90 days. In the event this Contract is terminated for any reason, the Employer shall be entitled



(but not required) to recover and withhold liquidated damages including, but not limited to, any advances and/or allowances provided to the Employee.

- 3.2. Notice shall be in writing and shall be sufficiently served for the purposes of this Contract if such communication is sent by email and will be deemed to be duly given or made at the time when the email is sent.
- 3.3. This Contract shall be automatically terminated upon the happening of any of the following:
- (a) death of the Employee or the determination by either the Board of Directors of Employer or the Courts, of the incompetence of Employee;
 - (b) insolvency or liquidation of Employer;
 - (c) at any time when, due to any claim(s) made against the Employee, medical malpractice insurance is not in full force and effect with respect to Employee or is not available at reasonable cost;
 - (d) at Employer's option, if Employee shall be disabled for one hundred and eighty (180) days or more, provided that such option shall be exercised in writing, delivered to the Employee, and shall be effective on delivery;
 - (e) Employee bills third-party payors or accepts funds from either patients or third-party payors for Employee's own use;
 - (f) Employee's failure to rectify a breach of any material term of this Contract, within thirty (30) days after written notice thereof from Employer;
 - (g) conviction of a felony crime; or
 - (h) other actions determined by a neutral arbitrator to endanger the professional standing of the Employer.

4. JOB TITLE AND RESPONSIBILITIES

- 4.1. The Employee will be employed in the capacity of Medical Secretary.
- 4.2. The Employee will report directly to the Employer's Quality Control Manager (Doctors Express' Management).
- 4.3. The general responsibilities and duties of the Employee will include, but not be limited to the responsibilities set out in the Schedule hereto and such other responsibilities as agreed with the Employer's management.
- 4.4. In addition to the duties which this job normally entails, the Employee may from time to time be required to undertake additional or other duties as may be necessary to meet the needs of the Employer's business. This includes, but is not limited to, giving testimony in respect of legal proceedings or investigations, swearing affidavits and providing such other



assistance in respect of legal proceedings as may be required by Management, from time to time. The job responsibilities and any special requirements and conditions may be specified in a separate Job Description, in effect from time to time.

5. STANDARD WORK WEEK

The Employee will work on a rotating shift pattern presently comprised of 5x 11 hour days in the first week and 2x 11 hour days in the second week. The result of this rotating shift pattern is that the Employee will work an average of 38.5 hours per week for every two weeks worked. This shift rotation pattern is subject to change by the Employer from time to time.

6. HOURS OF WORK

- 6.1. On the days on which Employee is required to work, working hours will be from 9:00 AM to 9:00 PM, with two, unpaid, half-hour breaks for mealtimes which must be taken. Breaks must be taken at convenient times in consideration of the demands of patient care and as communicated to the Employee by the Employer from time-to-time. In the event breaks are not taken by the Employee, these breaks shall, nonetheless, be deducted from Employee's pay.
- 6.2. The Employee shall clock-in at least (but no earlier than) 15 minutes in advance of the start-time of their shift. The Employee may be required to work such additional hours as are necessary in order to fulfil his/her duties and/or as may be required by Employer from time to time. For the avoidance of doubt, Employee's attendance at staff meetings and/or other coordinating events as scheduled by the Employer is mandatory.
- 6.3. For the avoidance of doubt, Employee is responsible to cover the sick leave and vacation days (collectively, "Leave") of any fellow front desk staff member at the request of Management. It is hereby acknowledged and agreed that unreasonable or persistent refusal to cover such Leave (in circumstances where Employee is on-Island, not taking scheduled, approved vacation leave and not otherwise excused in writing by Employer) constitutes grounds for immediate dismissal of the Employee.

7. REMUNERATION

- 7.1. The Employee's remuneration will be on an hourly basis at a rate of CI\$17.00 per hour, \$25.50 overtime, that amount being paid in arrears in monthly instalments on the 25th day of each month (or closest business day to the 25th of the month). It is anticipated that the Employee will be scheduled to work 2,002 hours per year (equivalent to annual earnings of CI\$37,128), subject to any reasonable change in hours deemed necessary by the Employer's management in consideration of patient volumes or other factors.
- 7.2. The Employee's hourly wages may be reviewed by the Employer on an annual basis. The Employer is under no obligation to award an increase in hourly wages following such a review.
- 7.3. The Employer shall be entitled to deduct from the Employee's wages or other payments due to him/her any money which he/she may owe to the Employer at any time or otherwise in accordance with the Labour Act (2021 Revision) as amended from time to time.
- 7.4. The Employer may, in its absolute discretion, pay the Employee a bonus of such amount, at such intervals and subject to such conditions as the Employer may in its absolute discretion determine from time to time.



- 7.5. The Employer operates a loyalty bonus programme (**Loyalty Bonus**) whereby all staff members earn a bi-annual bonus corresponding to the number of years successfully completed with the Employer. In the pay period corresponding to the second anniversary of Employee's start date, Employee shall receive a bonus in the amount of US\$2000. The Employee shall receive a Loyalty Bonus thereafter for every two years successfully completed up to their 10-year anniversary, according to the following calculation:

$$\text{US\$1000} \times \text{number of years completed} = \text{bonus payment}$$

- 7.6. Employee must be employed by Employer, in good standing (e.g. not having tendered resignation or received notice of termination of employment), at the time of any bonus payment in order to be eligible for such payment.
- 7.7. For the avoidance of doubt, other than the Loyalty Bonus described above, any bonus payment to the Employee shall be purely discretionary and shall not form part of the Employee's contractual remuneration under this Contract. If the Employer makes a bonus payment to the Employee in respect of a particular financial period of the Employer, it shall not be obliged to make subsequent bonus payments in respect of subsequent financial periods of the Employer.
- 7.8. The Employee shall in any event have no right to a bonus or a time-apportioned bonus if Employee's employment terminates for any reason or he/she is under notice of termination (whether given by the Employee or the Employer) at or prior to the date when a bonus might otherwise have been payable.

8. PAY STATEMENT

The Employee will receive a pay statement each month in the form prescribed by Section 33 of the Labour Act (2021 Revision).

9. PROBATION

The Employee's initial probationary period will be for a period of 3 months from the commencement of employment. A mid and end probationary review will be conducted during the initial probationary period. The Employer may extend the Employee's probationary period by up to a further 3 months.

10. VACATION LEAVE

- 10.1. The Employee is entitled to 10 days of vacation per year and will be entitled to normal basic remuneration for each day of vacation.
- 10.2. Due to the nature of the business of Doctors Express, it may be necessary for the Employee to work on Public Holidays in the Cayman Islands on which the Employer is open for business. specified in clause 7.1, above.
- 10.3. During the first year of employment, vacation entitlement will accrue for each full month worked and will be prorated for part periods of the first year of employment. Vacation leave not taken within the holiday year may be carried over in exceptional circumstances only and with the express permission of the Management.
- 10.4. The Employer's holiday year runs from 1 January to 31 December in each successive year.



10.5. Deductions from final wages due to the Employee on termination of employment will be made in respect of vacation taken in excess of the annual entitlement.

10.6. Vacation must be taken at times convenient to the Employer and with agreement of the Employer, with sufficient notice of intention to take vacation given to the immediate supervisor or the Human Resources representative. Vacation will not be approved and may not be taken for the first six months from the date of this Contract.

11. SICK LEAVE

11.1. In the event of absence on account of sickness or injury, the Employee must inform the Employer of the reasons for the Employee's absence by telephone call and, if no answer, follow-up with a WhatsApp text (or such other text method nominated by the Employer from time to time) as soon as possible. This must be done as early as possible and, in any event, no later than 7:00am on the first day on which absence occurs.

11.2. The Employee is entitled to paid sick leave of 10 days, paid at his/her basic rate per annum. Sick leave is only to be taken when the Employee is ill or otherwise incapacitated.

11.3. In respect of absence lasting two (2) or fewer calendar days the Employee is not required to produce a medical certificate unless specifically so requested by the Employer.

11.4. Where the Employee takes three days' consecutive sick leave or more, the Employee must, on returning to work, present the Employer with a physician's certificate to cover all the consecutive days of leave from the beginning. The Employer reserves the right to waive the physician's certificate requirement verbally.

11.5. Where circumstances warrant, the Employer reserves the right to ask the Employee at any stage of absence to produce a medical certificate/letter and/or to undergo a medical examination.

11.6. As a benefit of employment by the Employer, the Employee and their biological and adopted children and spouse/civil partner shall be entitled to medical care by Doctors Express with all co-pays being waived (save the Employee's and their family member's insurance will still be billed for any services rendered).

12. PENSION

An Employee pension plan is in place in accordance with National Pensions Law (2012 Revision), and the Employer will make the details of the plan available to the Employee upon commencement of employment. The Employer will match the Employee's pension plan contribution up to 5% of the Employee's wages up to the maximum contribution amount required by the National Pensions Law (2012 Revision).



13. HEALTH BENEFITS

13.1. The Employer provides access to health, vision and dental insurance and contributes 50% of the monthly premium for the Employee's coverage. The Employee contributes the remaining 50% of the monthly premium for the Employee and 100% of the monthly premium for the Employee's family member(s).

13.2. Details of the health benefits will be made available to the Employee upon commencement of employment.

14. PROFESSIONAL FEES, TRAINING AND INSURANCE

14.1. The Employer will reimburse the Employee for any annual professional dues and fees paid by the Employee to maintain membership in professional organisations that are pertinent to his/her position with the Employer. All such memberships will be approved in advance by the Employer.

14.2. The Employer will also reimburse the Employee for any training undertaken by the Employee that is pertinent to his/her position with the Employer and approved in advance, in writing, by the Employer. Such reimbursements will also include the cost of travel, accommodations and per diem of up to US\$100, provided such travel and accommodations have been approved in advance, in writing by the Employer.

15. DISPUTE SETTLEMENT

A method of conflict resolution is in place. Should the Employee have a complaint or wish to discuss any issue regarding his/her employment in relation to other employees, pay, scheduling, working conditions, safety or otherwise, those issues are to be referred to Doctors Express' Management.

16. RULES, POLICIES AND PROCEDURES

The Employee must comply at all times with the Employer's rules, policies and procedures as set out in the employee handbook (as may be changed, replaced, amended or withdrawn by the Employer from time to time) (collectively, the Employee Handbook). Breach of any of the Employer's rules, policies and procedures as set out in the Employee Handbook may result in disciplinary action.

17. CONFIDENTIALITY

The Employee shall not at any time during his/her employment (except so far as is necessary and proper in the course of his/her employment) or at any time after his/her employment has terminated disclose to any person (save where required to be disclosed pursuant to the order of a court having relevant jurisdiction) any information as to the practice, business, dealings or affairs of the Employer or any of the Employer's patients or as to any other confidential matters which may come to his/her knowledge by reason of his/her employment. This clause shall survive the termination of this Contract.

By signing this Contract, Employee acknowledges and agrees as follows:

- (a) all personal information of both patients and employees that is collected, used, stored, and disclosed, that comes to Employee's attention as a result of Employee's employment with Employer must be kept confidential and secure as per the laws of the Cayman Islands and Employer' policies, both during and after Employee's term of employment;



- (b) It is Employee's responsibility to be familiar with Employer's policies and procedures regarding privacy, confidentiality and security of personal information and that Employee is expected to comply;
- (c) Employee will access and use personal information of patients and/or other employees only on a "need to know" basis as it pertains to Employee's role and responsibilities;
- (d) Employee will only share personal information with individuals who need to know and who are also involved in providing health care services to the patient;
- (e) Employee will strive to keep patient personal information accurate and up-to-date;
- (f) Employee understands that Employee cannot access their own personal information or that of Employee's family, friends or co-workers unless Employee needs to do so as part of their official duties and responsibilities with Employer.
- (g) Should Employee have reason to believe that a privacy breach has occurred, Employee will notify the Quality Control Manager; and
- (h) Employee hereby acknowledges that failure to comply with these terms can lead to disciplinary action which may include termination of access, termination of employment, withdrawal of privileges, termination of contract, and/or legal sanctions.

18. RESTRAINT ON ACTIVITIES OF EMPLOYEE

- 18.1. During the term of this Contract the Employee shall not (without the prior consent of the Board of Directors) be directly engaged in any other business, trade or occupation whatsoever which conflicts with his duties as set out in clause 4 above.
- 18.2. For a period of two (2) years after termination of the employment for whatever reason the Employee shall not (without the previous consent in writing of the Board of Directors and whether on his own account or for any other person, firm or employer) solicit or endeavour to entice away from the Employer any employee, customer or client of the Employer.
- 18.3. The Employee covenants with the Employer that he shall not within the Cayman Islands and for the period of one (1) year after ceasing to be employed under this Contract (without the previous consent in writing of the Board of Directors) accept a position as manager, agent, attorney-in-fact, consultant, employee, director or officer of any:
- (a) business competitor of Employer; or
 - (b) consultant, supplier or customer of the Employer; or
 - (c) other person dealing with the Employer.
- 18.4. The Employee acknowledges and agrees:
- (a) that each of the foregoing subclauses of this clause 18 constitutes an entirely separate and independent restriction on him/her;



- (b) that the duration, extent and application of each of the restrictions are no greater than is necessary for the protection of the interests of the Employer; and
- (c) that if any such restriction shall be adjudged by a court of competent jurisdiction to be void or unenforceable as going beyond what is reasonable in the circumstances for the protection of the interests of the Employer but would be valid if part of the wording thereof was deleted and/or the period thereof was reduced and/or the area dealt with thereby was reduced the said restriction shall apply within the jurisdiction of that court with such modifications as may be necessary to make it valid and effective.

19. NON-SOLICITATION

- 19.1. Immediately following the termination of this Contract howsoever arising, the Employee will not, for a period of 12 months, less any period spent on Garden Leave immediately before termination, make any attempt, directly or indirectly through a third party, to incite, solicit or entice any employee currently employed by the Employer or to canvass, solicit or entice away any person, patient, client or customer who has had dealings with the Employer.
- 19.2. At any time following the termination of this Contract howsoever arising, the Employee will not seek to discourage any person, company or organisation from having dealings with the Employer or take or seek to take any action or pursue any course of action which might damage the reputation, goodwill or business.
- 19.3. At any time following the termination of this Contract howsoever arising, the Employee shall not make any adverse or derogatory comment about the Employer or do anything which shall, or may, bring the Employer, its directors, officers, managers or employees, or the Employee into disrepute.

20. DISMISSAL

- 20.1. Notwithstanding clause 3.1 of this Contract, nothing in this Contract prevents the Employer from dismissing an Employee summarily, without warning, if the Employee is guilty of serious misconduct or breaches the duty of confidentiality pursuant to clause 17. It is hereby agreed between the Parties that serious misconduct includes, but is not limited to, any of the following:
 - (a) communicating clinical information to patients though email, telephone or any other medium without an appropriate medical release form being completed, signed and on-file;
 - (b) escorting or allowing any person (whether or not a patient) into the clinical area without such person being properly booked-in; or
 - (c) breach of the Doctors Express Harassment Policy as set out in the Employee Handbook.
- 20.2. Where the misconduct is not sufficiently serious to justify summary dismissal, the Employer may issue a written warning describing the misconduct in respect of which the warning has been issued and which will remain on the Employee's



personnel file for a period of one year. Any incident of misconduct during the pendency of a written warning for misconduct will justify dismissal for cause.

20.3. Where the Employee fails to perform his/her duties in a satisfactory manner, the Employer may issue a written warning to the Employee, which shall describe in what manner the performance is unsatisfactory. The written warning will remain on the Employee's personnel file for the period of one month and if, during that period, the Employee's performance does not improve to a satisfactory level, the Employer may dismiss the Employee for cause. A dismissal under this clause means the forfeiture of the benefits not already earned and forfeiture of severance pay.

20.4. Pursuant to Sections 51, 52 and 53 of the Labour Act (2021 Revision), the Employer may terminate the employment Contract as follows:

- (a) by giving to the Employer not less than 90 days' written notice of resignation from employment;
- (b) by the Employer by giving the Employee written Notice as follows:
 - (i) during the Probationary period – 24 hours.
 - (ii) after successful completion of probationary period, providing ninety (90) days' written Notice.
 - (iii) by the Employer, without Notice or payment of any kind in lieu of notice, in the event of: (a) breach of confidentiality pursuant to clause 17; (b) in the event of serious or persistent misconduct by the employee, being either: (x) receipt of a second documented incident report involving the Employee pursuant to clause 20.3, above; or (y) as defined in the Labour Law. For the avoidance of doubt, such termination shall constitute termination without notice on the part of the Employee for the purposes of Section 11(1) of the Labour Act (2021 Revision) of the Cayman Islands.

20.5. The Employer reserves the right to make a payment in lieu of any untaken notice period.

21. GARDEN LEAVE

21.1. Following service of notice to terminate the employment by either party, or if the Employee purports to terminate this Contract in breach of contract, the Employer may place the Employee on Garden Leave for the whole or part of the remainder of his/her employment.

21.2. During any period of Garden Leave:

- (a) the Employer shall be under no obligation to provide any work to the Employee and may revoke any powers the Employee holds on behalf of the Employer;
- (b) the Employer may require the Employee to carry out alternative duties or to only perform such specific duties as are expressly assigned to the Employee, at such location (including the Employee's home) as the Employer may decide;
- (c) the Employee shall continue to receive his/her basic wages and all contractual benefits in the usual way and subject to the terms of any benefit arrangement;



- (d) the Employee shall remain an employee of the Employer and bound by the terms of this Contract (including any implied duties of good faith and fidelity);
- (e) the Employee shall ensure that Doctors Express' Management knows where he/she will be and how he/she can be contacted during each working day (except during any periods taken as holiday in the usual way);
- (f) the Employer may exclude the Employee from any premises of the Employer;
- (g) the Employer may require the Employee not to contact or deal with (or attempt to contact or deal with) any officer, employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Employer; and
- (h) any accrued but unused holiday entitlement of the Employee shall be deemed to be taken during any period of Garden Leave.

22. LAW GOVERNING THIS CONTRACT

22.1. This Contract shall be governed by and be construed in accordance with the Laws of the Cayman Islands and in event of dispute the Laws of the Cayman Islands shall apply.

22.2. No amendments or modification to this Contract shall be valid or binding unless it is made in writing and signed by both parties and specifying the date on which they shall come into operation.

23. CONTRACT CONTAINS ALL TERMS

Except for any provision that applies by virtue of law, the Employer and Employee acknowledge that this document constitutes the entire agreement between them.

24. SEVERABILITY

If any of the provisions of this Contract are found by the Labour Tribunal, or any other court of competent jurisdiction, to be void or unenforceable, it shall be deemed to be deleted from this Contract and the remaining provisions shall continue to apply.

25. REPRESENTATIONS

Each of the representations made by the Employee to the Employer in the online employment application completed by the Employee are hereby restated and reaffirmed in their entirety and repeated on each day in which this Agreement is in-force.

[Signature page follows after Schedule]



SCHEDULE

DUTIES AND RESPONSIBILITIES - MEDICAL SECRETARY

- drive efforts to improve and sustain improved patient satisfaction scores for the business
- be responsible for greeting and interacting with patients and collaborating with members of other departments to improve the patient experience
- be responsible for training staff in best-practice customer service techniques and interpersonal skills
- identify opportunities for improvement and engage staff to develop innovative solutions and develop action plans to hold staff accountable and sustain gains
- follow up on reported issues and assist staff and managers with service recovery
- provide staff education and coaching as well as report data using graphs, spreadsheets, and other visual media
- Greets and directs patients in signing in and completing appropriate intake forms.
- Entering patient data into billing system and EMR.
- Demonstrate professional manner and polite demeanour in work with staff, patients, and providers
- Answers the telephone, takes messages, transfer calls, send/receive faxes, and provides information to others
- Verify and update insurance in patient records
- Prioritise work received and complete in a timely manner, ability to multitask effectively
- Effectively cope with typical job stress
- Examine and prepare patient documents for accuracy and completeness, assist with correcting errors
- Maintain work area and office supplies
- Maintain and establish effective working relationships with physicians, staff, and management
- Communicate effectively, courteously, professionally, and efficiently in all encounters
- Maintain confidentiality of patient information in accordance with policies
- Must be able to operate usual office equipment (copier, fax machine, phone systems, EMR system)
- Assist with transcription of physician and nursing notes
- Assist with recording patient histories
- be responsible for general cleanliness and upkeep of the facility during downtimes by fulfilling cleaning and housekeeping duties as assigned by Management Team
- attend outside events at discretion of Management Team


[Signature page follows overleaf]



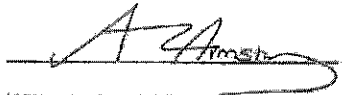
IN WITNESS WHEREOF the Parties have duly EXECUTED this Contract AS A DEED on the date stated at the beginning of it.

SIGNED by EMPLOYER:

)
)
)


 Name: Samuel R. Banks
 Director and General Counsel


Date: July 30, 2022


 Witness signature

Name: Alison Armstrong
Date: July 30, 2022

SIGNED by EMPLOYEE:

)
)
)


 Name: Rebecca Young

Date: 07/30/2022


 Witness signature

Name: Kadaya Bush
Date: 7/30/2022

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 2023

BETWEEN:

RÉBECCA MARIE GUYLAINE YOUNG

Plaintiff

AND:

CAYMAN ISLANDS URGENT CARE, LTD.
trading as DOCTORS EXPRESS URGENT CARE

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address -

Cayman Islands Urgent Care, Ltd, trading as Doctors Express Urgent Care
Doctors Express Medical Center
81 Godfrey Nixon Way
Grand Cayman
Cayman Islands,
KY1-1107

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

See Overleaf