



MARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC

OF 2023

IULIANA IRMIA

PLAINTIFF

AND

ROYALE MEDICAL AND WELLNESS CENTER LTD.

DEFENDANT

PLAINT

TO THE DEFENDANT:

Royale Medical and Wellness Center Ltd., 36 West Bay Road, Bay Town Plaza, George Town, 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 fourteen (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, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out our 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 further notice to you.

Issued this day of July 2023.

IMPORTANT

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

PARTICULARS OF CLAIM

1. The Plaintiff is a Consultant Obstetrician Gynecologist, residing at 299 West Bay Road, George Town, KY1-1203, Cayman Islands.
2. The Defendant is a body corporate engaged in medical services.
3. At all material times, the Plaintiff was employed by the Defendant as an Obstetrician Gynecologist, pursuant to a contract of employment dated 26 April 2021 (the "**Contract**").
4. The employment commenced on 1 September 2021 and was terminated, on notice by the Plaintiff, on 31 May 2022 (the "**Period of Employment**").
5. Pursuant to Section 2(a) of the Contract, the Plaintiff was to be paid a monthly salary of CI\$14,000, payment of which was to be made at the end of each month (the "**Monthly Salary**"). If the end of the month fell on a weekend, payment was to be made to the Plaintiff on the Friday prior to or on the Monday following the weekend, at the Defendant's discretion.
6. Additionally, pursuant to Section 2(b), the Plaintiff was to receive commission at a rate of 20% of each ultra sound, 20% of each call out and 5% of labs. Such payments were to be paid on the 15th day of the following month.
7. Throughout the Period of Employment, the Defendant failed to properly compensate the Plaintiff in accordance with Section 2 of the Contract, or at all. Incomplete payments were made in a piecemeal and irregular manner.
8. At no time during the Period of Employment was the Plaintiff provided with any pay statements by the Defendant, in breach of Section 33 of the Labour Act (2021 Revision).
9. At the time when the Period of Employment ceased, arrears in the sum of CI\$43,500 were outstanding in respect of the monthly salary. Over the following number of months, the Plaintiff continued to request payment of the outstanding Monthly Salary. An informal agreement was reached between the parties whereby the Defendant was to pay the Plaintiff the outstanding balance in instalments, by way of cheque. While a number of cheques were received, the Plaintiff has not received any payment since 7 November 2022.
10. At the date of issue of proceedings, the sum of CI\$22,500 remains due and owing in respect of the Monthly Salary.

11. An unknown sum is also outstanding in respect of compensation pursuant to Section 2(b) of the Contract. The Plaintiff has never been provided with any documentation in relation to the sums due to her under Section 2(b).
12. The Plaintiff instructed Nelsons to issue a letter of demand to the Defendant on 5 February 2023 (the “**Letter of Demand**”) requesting the following:
 - a. Payment of all sums due pursuant to Section 2(a) of the Contract, together with legal fees.
 - b. Pay statements for the entirety of the Period of Employment, as provided for pursuant to Section 33 of the Labour Act (2021 Revision).
 - c. Details of all sums due to the Plaintiff pursuant to Section 2(b) of the Contract.
 - d. Payment of all sums due to the Plaintiff pursuant to Section 2(b) of the Contract.
13. Since the issuing of the Letter of Demand, Mr. Kirk Donald, on behalf of the Defendant has been in correspondence with Nelsons. While he has made a number of promises to make payments of the debt due, no payments have been made.

Legal Expenses

14. By reason of the Defendant’s breach of the Contract, the Plaintiff has incurred legal expenses for which the Defendant is, in accordance with Section 11(c) of the Contract, required to pay on a full indemnity basis.
15. At the date of issue of the Plaintiff, the Plaintiff has incurred the following reasonable expenses:-
 - a. Professional fees and disbursements – Nelsons Attorneys-at-Law – CI\$4,000

Such loss is expected to continue to the date of trial. Full and further particulars of which will be provided in advance of trial.

The Plaintiff, therefore, claims against the Defendant

- 1) Judgment in the sum of CI\$20,000 – being the limit of the jurisdiction of the Summary Court
- 2) Interest pursuant to Section 34(1) of the Judicature Act (2021 Revision) from the date of issue of this Plaintiff until the date of judgment and post judgment interest.
- 3) Costs; and
- 4) Such further and other relief as this Honourable Court may deem just.

If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **CI\$20,000** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Nelsons

Nelsons
Attorneys for the Plaintiff

Plaintiff's address for service:

This Grand Pavilion
802 West Bay Road
Bougainvillea Way,
P.O. Box 30069,
Grand Cayman
KY1-1201,
Cayman Islands

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC

OF 2023

BETWEEN:

IULIANA IRMIA

PLAINTIFF

AND

ROYALE MEDICAL AND WELLNESS CENTER LTD.

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

4. If you 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 July 2023.

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 delivered or sent to the Court's Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.