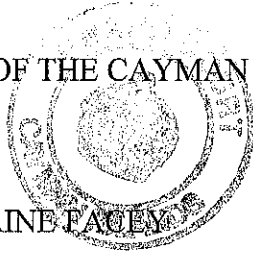


IN THE GRAND COURT OF THE CAYMAN ISLANDS



351
CAUSE NO: OF 2004

BETWEEN: HAZEL ELAINE FACEY PLAINTIFF

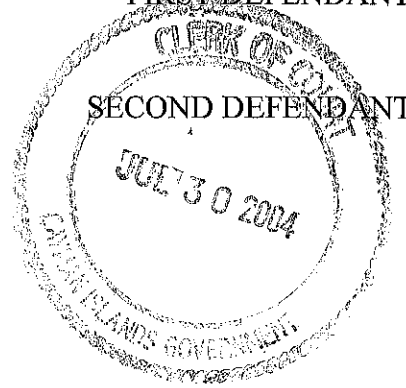
AND: THE ATTORNEY GENERAL OF THE CAYMAN ISLANDS (For and on behalf of the George Town Hospital)

FIRST DEFENDANT

AND: CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

SECOND DEFENDANT

WRIT OF SUMMONS



TO: The Attorney General of the Cayman Islands
Tower Building, George Town, Grand Cayman

AND TO: Cayman Islands Health Services Authority
George Town, Grand Cayman

THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 30th day of July, 2004.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. At all material times the First Defendant was under the control of the Ministry of Health and as such was a Government Department of the Crown. The Second Defendant is an independent authority that is the successor of the then George Town Hospital. The Plaintiff was at all material times an employee of the First Defendant.
2. By oral agreement on 2nd March 1981, the Defendants offered the position of a cleaning lady to the Plaintiff and the Plaintiff accepted the position. The Plaintiff carried out her duties mainly at the West Bay Clinic and occasionally at the George Town Government Hospital. It was orally agreed that the Plaintiff would work 40 hours a week and that she would be paid on a monthly basis.
3. It was an implied term of the agreement that the Plaintiff would perform her duties and that the Defendant would compensate her. It was further agreed and/or implied that the Plaintiff would receive certain benefits in accordance with the Labour Law.
4. On 1st January, 2001, the Plaintiff and the First Defendant entered into a written contract with an option to renew for a further period of up to 12 months.
5. The terms of the said contract stipulates that the Plaintiff would work 40 hours per week for which she would receive wages at the rate of CI\$7.49 per hour or CI\$307.60 per week.
6. The Plaintiff will rely on the said contract at the trial.
7. The Defendants wrongfully overworked the Plaintiff during the course of her employment. She was required to carry out a number of duties way beyond that expected of a cleaning lady. She was not given any or sufficient rest periods. As a result, the Plaintiff became very tired and depressed.

8. Prior to entering into a written contract with the Defendants on 1st January, 2001, the Plaintiff was required to carry out a number of duties including, but not limited to nurse's assistant, interview of patients on arrival at the clinic, weighing them, taking blood pressure. She was also required to clean wounds and change dressings to cuts and abrasions. She even assisted the doctors by dispensing medication that they would prescribe for patients. The Plaintiff was also required to do home visits in the West Bay District. During these visits she would be accompanied by a trained nurse and sometimes she would visit by herself. Some of these patients were bed-ridden and the Plaintiff would turn these patients to ensure that they did not get bedsores. She would report her findings to the nurse in charge at the West Bay clinic. As a result, the Plaintiff became over-worked, very tired and distressed.
9. During the first 7 years of the Plaintiff's employment (from 1981 to 1988) the Defendants failed to compensate the Plaintiff for statutory holidays, sick days and vacation on a timely basis. Instead, the Defendants compensated the Plaintiff several years later for vacation and sick days, however the Defendants did not compensate the Plaintiff for statutory holidays during the period 1981 to 1988.
10. Due to the work overload and lack of rest, the Plaintiff developed carpal tunnel syndrome in both hands and she is permanently disabled. The Plaintiff will rely on the medical report of Dr. Caroline Quarterly at trial.
11. By letter dated 28th September, 2001, the Defendants wrongfully terminated the Plaintiff's employment. As a result of the Plaintiff's illness, she will never be able to return to gainful employment.
12. Further and in the alternative, the Defendants unfairly terminated the Plaintiff's employment.

PARTICULARS OF BREACH

The Defendants are in breach of the said express and/or implied terms of the contract in that they:

- (a) allowed the Plaintiff to perform duties in excess of the agreement;
- (b) failed to allow the Plaintiff any or sufficient periods of rest;
- (c) failed to compensate her for statutory holidays during her first 7 years of employment;
- (d) dismissed the Plaintiff when it was in fact their fault why the Plaintiff became sick;
- (e) failed to compensate the Plaintiff after terminating her employment;
- (f) dismissed the Plaintiff without lawful excuse or just cause.

AND THE PLAINTIFF CLAIMS:

- 1. Damages
- 2. Pre-Judgment and Post-Judgment interest pursuant to the Judicature Law
- 3. Costs

Dated this 30th day of July, 2004



Facey-Clarke & Associates
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Facey-Clarke & Associates, Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, Ground Floor, Unit 119, Elizabethan Square, Grand Cayman (946-8111 or 917-6351)

Acknowledgement of service of writ of summons (0.12, r.3)

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 391 OF 2004

BETWEEN: HAZEL ELAINE FACEY

PLAINTIFF

AND: THE ATTORNEY GENERAL OF THE CAYMAN ISLANDS (For and on behalf of the George Town Hospital)

FIRST DEFENDANT

AND: CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

- 1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

Service of the Writ is acknowledged accordingly

Date:

(Signed).....

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Facey-Clarke & Associates
P.O. Box 2545GT
Ground Floor, Unit 119, Elizabethan Square
Grand Cayman, Cayman Islands, B.W.I.
Tel: 946-8111 / Fax: 946-8141

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

