

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 147 OF 2007

BETWEEN:

JASON DARDANO

PLAINTIFF

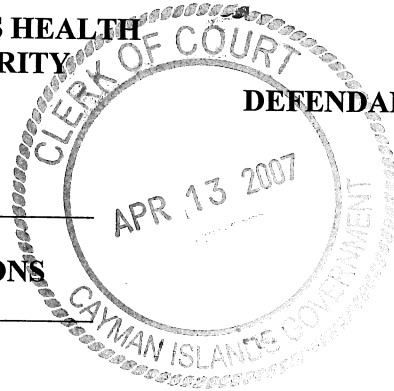
AND:

THE CAYMAN ISLANDS HEALTH
SERVICES AUTHORITY

DEFENDANT



WRIT OF SUMMONS



TO: The Cayman Islands Health Services Authority of Box 915, Grand Cayman
KY1-1102, Cayman Islands.

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 service of this Writ 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 the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

ISSUED this 13th day of April 2007.

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff was employed by the Defendant under a Contract of Employment from 23rd May 2005 until the end of February 2006, and then under a further contract of employment from 1st March until the Plaintiff's resignation on 15th August 2006.
2. The Defendant is a statutory body established pursuant to the provisions of the Health Services Authority Law, Law 7 of 2002 (and now the Health Services Authority Law (2005 Revision)) ("the Health Services Authority Law").
3. The Health Services Authority Law provides that:
 - "3(1) *There is established the Cayman Islands Health Services Authority having the powers and duties conferred or imposed upon it by this Law and any other law.*
 - (2) *The Authority shall be a body corporate having perpetual succession and a common seal and, subject to this Law, shall have power to buy, sell, hold, deal and otherwise acquire and dispose of land and other property of any kind and to enter into contracts and to do all things necessary or desirable for the purposes of its duties and functions.*
 - (3) *The Authority may sue and be sued in its corporate name and it shall have exclusive right to use the name "the Cayman Islands Health Services Authority".*
4. At Clause 5 of the second Contract of Employment it is stated that:-

"The work week is 40 hours per week. You will devote 50% of your time to managerial duties and 50% on the paramedic roster".
5. The Plaintiff was required by the Defendant to work a total of 48 hours a week as a paramedic despite Clause 5 of the contract above. The plaintiff also worked 20 hours a week as a manager. The Plaintiff therefore worked a total of 68 hours per week.
6. Under the Labour Law (2001 Revision) at Section 27 the Plaintiff was bound to be paid at 1.5 times an employee's basic hourly wage for overtime. The Plaintiff's basic hourly wage was CI\$22.48. His overtime pay was therefore CI\$33.72.
7. The Plaintiff was obliged to work an additional 353.25 hours as overtime at the rate at CI\$33.72 per hour. That leads to a total amount due of CI\$11,972.87.
8. The Plaintiff worked a total of 13 overtime hours on 16th and 19th July 2006. This overtime of 13 hours was not paid to the Plaintiff in his final payment


cheque before he left on 14th September 2006. The Plaintiff is therefore owed a total of CI\$478.75 for overtime hours worked on 16th and 19th July 2006.

9. At the end of the Plaintiff's employment contract he had 9 public holidays and 5 vacation days owing to him. Under Section 62 of the Labour Law (2001 Revision), public holidays are to be paid at double the employees normal rate of pay. The Plaintiff's claim for 9 public holidays amounts to CI\$4,855.60. The 5 vacation days are paid at the normal rate of CI\$22.48 per hour and amounts to a total of CI\$1,748.80.
10. In breach of the Labour Law (2001 Revision) Section 14(11) the Plaintiff's holiday pay was calculated at 7.5 hours per day as opposed to 12 hours per day. The Plaintiff is therefore entitled to a 4.5 hour adjustment on a 20 days vacation leave paid calculated at CI\$28.48 per hour which leads to a claim of CI\$2,023.20.
11. During the Plaintiff's final two weeks of work he was paid CI\$1,659.71 as opposed to the correct salary of CI\$1,805. Therefore he is due an extra amount of CI\$145.29.
12. The Plaintiff had deducted from his salary his return airfare of CI\$935.25. The Plaintiff will prove at the trial of the above action that the Defendant's demands on the Plaintiff to work the hours he did constituted constructive dismissal and therefore he is due a return of this sum in full.
13. As result of the above the Defendant has breached the contract of employment with the Plaintiff and the Plaintiff has suffered loss and damage.
14. Further, pursuant to Section 34 of the Judicature Law (2004 Revision) the Plaintiff is entitled to and hereby claims interest on the sum found to be due to him for such period and at such rate as the Court shall think fit.

AND THE PLAINTIFF CLAIMS:-

1. Damages for breach of contract in the amount of CI\$21,689.84.
2. Interest referred to in paragraph 15 thereon to be assessed pursuant to section 34 of the Judicature Law (2004 Revision).
3. Costs.

Dated the 13th day of April 2007


RITCH & CONOLLY
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant, Box 915, Grand Cayman KY1-1102,
Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2007

BETWEEN:

JASON DARDANO

PLAINTIFF

AND:

THE CAYMAN ISLANDS HEALTH

SERVICES AUTHORITY

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)

yes no

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)

yes no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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.

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

Messrs. Ritch & Conolly P.O. Box 1994 4 th Floor Queensgate House 113 South Church Street George Town Grand Cayman KY1-1104 Ref: AHP/10653

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

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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 495, Grand Cayman KY1-1106.

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 endorsed 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.