



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2024

**MONICA ISABEL GARRIDO
MACHADO**

PLAINTIFF

-and-

**CENTRE FOR WOMEN,
FAMILY AND CHILD HEALTH
LTD**

1st DEFENDANT

DR. AWARNATH DEOSARAN

2nd DEFENDANT

WRIT OF SUMMONS

TO: Centre for Women, Family and Child Health Ltd
Unit 15C Caribbean Plaza
878 West Bay Road
PO Box 10708
Grand Cayman, KY1-1006
Cayman Islands

Dr Awardnath Deosaran
c/o 65 Conch Drive, South Sound
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above – named Plaintiff, Bransens attorneys for the Plaintiff whose address for service is Grand Pavilion, 802 West Bay Road PO Box 930, Grand Cayman KY1-9006, Cayman Islands, 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, Cayman Islands the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form 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 2 day of September 2024

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 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 at all material times employed by the 1st Defendant as a Medical Laboratory Technologist.
2. The 1st Defendant was at all material times a company duly incorporated in the Cayman Islands to carry on the business of medical services.
3. The 2nd Defendant was at all material times the managing director and employee of the 1st Defendant.
4. The Plaintiff was employed by the 1st Defendant from 1 March 2020.

Particulars of Wrongful and Unfair Dismissal

5. The 1st Defendant wrongfully and unfairly terminated the Plaintiff's employment in breach of sections 50 and 51 of the Labour Act (2021 Revision) and in breach of contract.
6. On Wednesday June 19 2024, when the Plaintiff was off island on vacation, the Plaintiff was advised by whatsapp by the 2nd Defendant that 1st Defendant was terminating her employment because of "financial constraints" with effect from 30 June 2024 .
7. The 1st Defendant failed to give at least three months' notice to the Plaintiff in accordance with the contract of employment.
8. To date the 1st Defendant has not paid the following:
 - 8.1. salary to the date of dismissal;
 - 8.2. severance pay pursuant to section 40 of the Labour Act; and
 - 8.3. three months' notice pay.

Particulars of Breach of Contract

9. Pursuant to the terms of the contract of employment between the 1st Defendant and the Plaintiff as amended (the "**Contract**"), the 1st Defendant is obligated to pay *inter alia*:
 - 9.1. A salary of CI\$6,000 per month to the Plaintiff payable monthly in arrears on the last working day of each month;
 - 9.2. The employer's contribution of 5% of the Plaintiff's gross salary and the employee's contribution of 5% on behalf of the Plaintiff to the 1st Defendant's pension plan pursuant to the National Pension Act (2012 Revision);
 - 9.3. 50% of the health insurance premiums for the Plaintiff during the period of employment; and
10. The 1st Defendant breached the contract of employment with the Plaintiff by failing to:
 - 10.1. pay her salary on time or at all between November 2023 to June 2024;
 - 10.2. pay the employer's portion of the pension contributions to the Company's pension plan on behalf of the Plaintiff from October 2022 to June 2024; and

- 10.3. to pay the employee's portion (which was deducted from the Plaintiff's salary) to the pension provider.
11. In addition to being in breach of contract, the 1st Defendant has been acting in breach of the Labour Act (2021 Revision), Health Insurance Act (2021 Revision) and National Pensions Act (2012 Revision) for a number of years.

Breach of Personal Guarantee

12. In acknowledgement of the amount outstanding to the Plaintiff, the 1st Defendant, 2nd Defendant and Georgina Gatto (the wife of the 2nd Defendant and director of the 1st Defendant) ("**Ms Gatto**") executed a personal guarantee dated 7 August 2024 (the "**Personal Guarantee**") in which 2nd Defendant personally agreed to pay on demand the Debt (as defined in the Personal Guarantee).
13. Pursuant to clause 18 of the Personal Guarantee, the Plaintiff may proceed against the 2nd Defendant before proceeding against any other party in relation to the repayment of the Debt.
14. In breach of the Personal Guarantee, the 2nd Defendant has failed to pay the Debt or any part thereof despite requests for payment.
15. Pursuant to Clause 6 of the Personal Guarantee, the 2nd and Ms Gatto agreed to create a charge and caution over the properties Block 21B Parcel 73, Block 21B Parcel 101 and Block 21E Block 152 (the "**Properties**") held in their joint names in order to secure the payment of the Debt to the Plaintiff.
16. As a result of a restriction notice dated 29 July 2024 filed by the Cayman Islands Government in relation to Parcel 21B 101 and Parcel 21E 152 to secure the value of KY\$292,816.91 for non-payment of pension and benefits to the employees of the 1st Defendant, the Registrar of Lands will not register the charge or caution on the said properties without an order of the Grand Court.
17. Pursuant to Clause 21 of the Personal Guarantee, all reasonable costs and expenses including attorneys' fees incurred by the Plaintiff shall be paid by the 2nd Defendant.

Particulars of Damages

As result of the aforementioned breaches, the Plaintiff has suffered losses and damages and seeks compensation from the 1st Defendant, and 2nd Defendant as follows:

1. Payment of the Debt as per Personal Guarantee	CI\$ 58,768.16
2. Notice pay for 3 months	CI\$18,000
3. Severance pay (CI\$1500 per week x 4 years)	CI\$6,000
4. Costs of enforcing the Personal Guarantee to date	CI\$6,000
5. Interest to date	CI\$637.56
TOTAL	CI\$89,405.72

18. Further, the Plaintiff claims interest upon any debt at the rate of 12 per cent per annum pursuant to the Personal Guarantee and section 34 of the Judicature Act (2021 Revision) from 7 August 2024 and continuing at a daily rate of CI\$29.18 until judgment or sooner payment. Interest is also claimed on any further damages the courts orders pursuant to section 34 of the Judicature Act (2021 Revision) or otherwise as such rate as this Honourable Court deems fit.
19. The Plaintiff Claims against the 1st Defendant and 2nd Defendant for:

- 19.1. Payment of the Debt pursuant to the Personal Guarantee and costs of enforcing the Personal Guarantee to date
- 19.2. Payment of the unpaid severance pay;
- 19.3. Payment for the Notice period;
- 19.4. Interest
- 19.5. Costs
- 19.6. Further or other relief as this Honourable Court deems fit.

DATED at Grand Cayman this 2 September 2024

Bransens

Bransens

Attorneys for the Plaintiff

This Writ was issued by Bransens attorneys for the Plaintiff whose address for service is Grand Pavilion, 802 West Bay Road PO Box 930, Grand Cayman KY1-9006, Cayman Islands. Tel: 345-947-5656.

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 installments 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. of 2024

BETWEEN:

MONICA ISABEL GARRIDO
MACHADO

PLAINTIFF

-and-

CENTRE FOR WOMEN,
FAMILY AND CHILD HEALTH
LTD

1st DEFENDANT

-and-

DR AWARDNATH DEOSARAN

2ND DEFENDANT

ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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 the Defendant 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 the Defendant

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, the Defendant must give the Defendant's post office box number and the physical address of the defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

Bransens attorneys for the Plaintiff whose address for service is Grand Pavilion, 802 West Bay Road PO Box 930, Grand Cayman KY1-9006, Cayman Islands. Tel: 345-947-5656.

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