

**AND COURT OF THE CAYMAN ISLANDS**

CAUSE NO. OF 2023

PETRONA GORDONPlaintiffs**-AND-****ATTORNEY GENERAL OF THE CAYMAN ISLANDS
as the representative of the CAYMAN ISLANDS GOVERNMENT**Defendant

WRIT OF SUMMONS

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 495 GT, 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 day of May 2023.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of 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. The Plaintiff is Petrona Gordon (“**Mrs. Gordon**”), her address is 13 Rina Drive, Newlands, Bodden Town.
2. Mrs. Gordon was employed by the Cayman Islands Postal Service (“**Postal Service**”) from 17 October 1994 to 28 February 2023 (approximately 28 years). Upon her resignation from the Postal Service, Mrs. Gordon had been serving in the role of Deputy Postmaster General (Finance).
3. The Defendant is the Attorney General of the Cayman Islands in his capacity as the representative of the Cayman Islands Government (“**CIG**”) pursuant to section 11 (2) of the Crown Proceedings Law (1997 Revision). The Postal Service being a government organisation, Mrs. Gordon was at all material times employed by the CIG.
4. Mrs. Gordon entered into her contract with the CIG in 1994. Mrs. Gordon’s contract contained a condition that at the time that she acquired Caymanian status, she would be made permanent and pensionable and her appointment would be antedated to the date upon which she was granted status.
5. On 16 March 1999, the Governor at the time decided that a non-Caymanian officer who acquired Caymanian status during his or her term of employment would be entitled to have the period of employment prior to acquiring status taken into account as ‘qualifying service’ under the *Pensions Law*, and if the officer was not receiving what was referred to as contracted officers supplement (“**COS**”) prior to the acquisition of Caymanian status, such period of service shall be taken into account as pensionable service. It was also recorded that this policy would operate retrospectively and have effect from 1 November 1998.
6. Until 1 January 2000 individuals who were employed within the service of the CIG (including Postal Workers) and who became ‘permanent and pensionable’ during their time of service, were enrolled in a “Defined Benefits” pension plan (the “**Defined**

Benefits Plan”). Under the Defined Benefits Plan, an individual’s pension benefits upon retirement were calculated as a percentage of the individual’s final salary and length of service.

7. By contrast, after 1 January 2000 officers who became ‘permanent and pensionable’ were enrolled in a “Defined Contributions” pension plan (the “**Defined Contributions Plan**”), in which pensions benefits were calculated based upon the contributions made to the plan and the income earned from those contributions.
8. On 30 October 2002, Mrs. Gordon was granted Caymanian status and was enrolled as a participant in the Defined Contributions Plan.
9. On 27 June 2022, attorneys for the Plaintiff wrote to the CIG requesting that the pension entitlement, with respect to the Plaintiff, be reviewed and that the Plaintiff’s pension entitlement be calculated from the commencement of her first employment contract and that she be placed in the Defined Benefits Plan, in circumstances where the Plaintiff was never paid a COS.
10. On 28 August 2022, the Defendant wrote and accepted that the Plaintiff was entitled to have her pension entitlement commence from the time of her first employment contract and that she was entitled to be placed in the Defined Benefits Plan (instead of the Defined Contributions Plan). Further, and on this basis, the Defendant confirmed that the Plaintiff’s pension entitlement would be antedated to her first contract, whereby the calculations would be made on the basis that the Plaintiff was on the Defined Benefit Plan. The Defendant confirmed that the corresponding calculations were being completed (the “**August Letter**”).
11. In the circumstances, the August Letter constituted a statement of facts as to the rights and entitlements of the Plaintiff and constituted a final and binding agreement between the Plaintiff and Defendant as to the Plaintiff’s pension entitlements under law.
12. Despite the August Letter, the Defendant has failed and/or refused to provide the Plaintiff with its estimated calculations based on her pension being antedated to the date of her first employment and despite the Counsel for the Plaintiff requesting same on or

about 19 August 2022, 10 October 2022, 10 January 2023, 15 February 2023, 1 March 2023, 3 April 2023 and 28 April 2023.

13. To date, the Defendant has failed to make the necessary adjustments to the Plaintiff's pension funds, nor provide it with its estimated calculation.
14. On 29 April 2023, Counsel for the Plaintiffs sent the Defendant an email confirming that in the absence of any further response from the Defendant, the Plaintiff had no choice but to issue proceedings on behalf of the Plaintiff.
15. As a result of the matters set out above, the Plaintiff is entitled to and hereby seeks against the Defendant the following declarations of this Honourable Court:
 - (i) That the Plaintiff's pensionable entitlement be antedated to her first employment contract and that she be placed in the Defined Benefits Plan;
 - (ii) Alternatively, that Plaintiff's pensionable entitlement be antedated to her first employment contract and that their pension entitlement and payments be the same as if they were placed in the Defined Benefits Plan; and
 - (iii) That the Plaintiff is entitled to receive from the date of her retirement, pension payments in keeping with the foregoing declaration.
16. Further or alternatively, the Defendant is in breach of its contractual obligations to place the Plaintiff in the Defined Benefit Plan as of the date of their first employment contract or alternatively provide the Plaintiff with the same pension entitlements and benefits as she would enjoy if she were placed in the Defined Benefits Plan. As a result of that breach, the Plaintiff has suffered loss and damage. The Plaintiff, having complied with their obligations under the contract of employment, seeks an order requiring specific performance of CIG's contractual obligation concerning the Plaintiff's pension entitlements or alternatively damages.

AND THE PLAINTIFF CLAIMS:-

- (1) Declarations as set out in paragraph 15 above or in such other form as determined by the Court;
- (2) Alternatively, an order for specific performance;
- (3) Alternatively, damages;
- (4) Interest;
- (5) Costs;
- (6) Such further order as this court thinks fit.

Dated this 10th day of May 2023



BROADHURST LLC

Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim is issued by Broadhurst LLC, Attorneys-at-Law for the Plaintiffs, whose address for service is Level 4, 54 Edward Street, P.O. Box 2503 GT, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2020

BETWEEN

PETRONA GORDON

Plaintiffs

-AND-

ATTORNEY GENERAL OF THE CAYMAN ISLANDS
as the representative of the CAYMAN ISLANDS GOVERNMENT

Defendant

ACKNOWLEDGEMENT 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.

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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
[Defendant in Person]
Address for service:

Please see 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 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 Plaintiffs’ Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

BROADHURST LLC.
ATTORNEYS-AT-LAW
LEVEL 4, 54 EDWARD STREET
GEORGE TOWN,
PO BOX 2503
CAYMAN ISLANDS, KY1-1104

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

**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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
3. 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).
4. 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.
5. 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.
6. If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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.

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, he must complete the form 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 authorized 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, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.