



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. _____ OF 2022

- 1. RAULITO GONZALEZ**
- 2. TASHIANA FFRENCH-GONZALEZ**

PLAINTIFFS

AND:

- 1. PORT AUTHORITY OF THE CAYMAN ISLANDS**
- 2. THE ATTORNEY GENERAL OF THE CAYMAN ISLANDS**

RESPONDENTS

AND

- 1. ANTI-CORRUPTION COMMISSION**

INTERESTED PARTY

WRIT OF SUMMONS

TO: Port Authority of the Cayman Islands
 113 Seafarers Way
 Grand Cayman
 P.O. Box 1358, KY1-1108
 Cayman Islands

TO: The Attorney General of the Cayman Islands
 Attorney General's Chambers
 4th Floor - Government Administration Building
 133 Elgin Avenue, George Town
 P.O. Box 136, Grand Cayman, KYI-9000
 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 the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman Islands, 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 ____ day of _____, 2023

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 Acknowledgment of Service are given with the accompanying form.

PARTICULARS OF CLAIM

1. The 1st Plaintiff, **Raulito Gonzalez**, was at all material times a Heavy Equipment Operator and the *de facto* Fleet Assistant and/or Fleet Supervisor/Manager employed to the Port Authority of the Cayman Islands with his true place of abode at 33 Kimberley Street, Newlands, Bodden Town, Grand Cayman, Cayman Islands. He was born on the 12th of December 1979. The 1st Plaintiff was also at all material times a Special Constable (#628) of the Royal Cayman Island Police Service from around 2009 until on or about the 18th of April 2019.
2. The 2nd Plaintiff, **Tashiana Ffrench-Gonzalez**, was at all material times an Airport Operations Duty Officer employed by the Cayman Islands Airport Authority with duties requiring airport airside access and access to sensitive regulatory information. She was a part of a succession plan for a supervisor/manager role promotion. Her true place of abode at 33 Kimberley Street, Newlands, Bodden Town, Grand Cayman, Cayman Islands and born on the 13th of February 1978.
3. The 1st Respondent, the **Port Authority of the Cayman Islands**, was at all material times a body corporate established by virtue of **section 3(1)** of the **Port Authority Act (1999 Revision)** and able to be sued in its own right pursuant to section 3(3) of the same act.
4. The 2nd Respondent, the **Attorney General of the Cayman Islands** is being sued pursuant to section 11 of the Crown Proceedings Law (1997 Revision) for the actions of the interested party, **The Anti-Corruption Commission**, a crown body established by section 3(1) of the Anti-Corruption Act.
5. On or about 16th February 1999 the 1st Plaintiff was employed by the 1st respondent as a labourer. Terms of employment were altered on 18th May 2000 and then again on 1st July 2007 as a Heavy Equipment Operator 1.
6. The 1st Plaintiff acted as the *de facto* Fleet Assistant and/or Fleet Supervisor/Manager from November 2014 to the 13th of February 2019. During this period the 1st Plaintiff was paid at the rate of a Heavy Equipment Operator 1.
7. On or about 30th of January 2019, the 1st Respondent by, through or with the Interested Party maliciously and without reasonable or probable cause, secured or caused to be secured by Mr James Buckley, an Investigating Officer of the

Interested Party, the issue by Justice Robin McMillan, a Judge of the Grand Court of Cayman Islands, a search warrant relative to **Section 31 of the Anti-Corruption Law (2018 Revision)** authorising the search of the Plaintiffs' residence situated at 33 Kimberley Street, Newlands, Bodden Town, Grand Cayman, Cayman Islands, and caused the same to be entered on 13th February 2019 and searched and rummaged for a period of between 2-4 hours and subsequently arrested the Plaintiffs on the 13th of February 2019, the 2nd Plaintiff's birthday:

PARTICULARS OF ABSENCE OF REASONABLE AND PROBABLE CAUSE

- (a) The 1st Respondent and 1st Interested Party, their employees and/or agents procured and/or caused the said warrant to be procured on the basis that the Plaintiffs had carried on or benefitted from offences of fraud on the government, breach of trust by a public officer and conflict of interest contrary to **sections 11, 13 and 19** of the **Anti-Corruption Law (2018 Revision)** based on the following allegations without honestly believing them to be true and/or recklessly not caring whether they were true:
- i. the 1st Plaintiff's had not complied with its procurement and tendering process in relation to industrial sweeping services provided by Mr. Raul Gonzalez Jr., trading as A's Property Maintenance and the purported increase in the use services of the said kind;
 - ii. the Plaintiffs' had engaged A's Property Services, which was owned by the 1st Plaintiff's brother, Raulito Gonzalez to provide industrial sweeping services for the 1st Respondent without the knowledge of the 1st Respondent, its agents, directors and/or employees;
 - iii. non-disclosure by the 1st Plaintiff of his relationship, and thereby the 2nd Plaintiff's relationship, with Mr. Raul Gonzalez Jr. to the 1st Respondent;
 - iv. the Plaintiffs owned or co-owned A's Property Maintenance with Mr. Raul Gonzalez Jr.
- (b) In 2017, the 1st Plaintiff informed the management of the 1st Respondent that Mr. Raul Gonzalez Jr. owned A's Property Services. In December 2018, the 1st Plaintiff complained to Mr Joseph Woods, former Acting Port Authority Director,

of an unsubstantiated accusation made by three PACI staff members that the 1st Plaintiff had ownership interests in A's Property Maintenance.

- (c) The 1st Plaintiff in any instances he may have requested sweeper services acted on instructions and directions by the respective supervisor or manager of the relevant department to relay requests from the 1st Respondent, its employees and/or agents for sweeper services from third parties including A's Property Maintenance.
- (d) The 1st Plaintiff gave a senior Port Authority Staff member a business card for A's Property Maintenance months before A's Property Maintenance service was engaged by the 1st Respondent directly and without complying with its own procurement processes.

PARTICULARS OF MALICE OF THE 1ST RESPONDENT

- (a) maliciously and dishonestly failing to disclose to the officer procuring the said warrant that the 1st Plaintiff had informed the 1st Respondent, its employees and/or agents of his relationship, and thereby the 2nd Plaintiff's relationship, with Mr Raul Gonzalez Jr.;
- (b) maliciously and dishonestly failing to disclose to the officer procuring the said warrant that the 1st Plaintiff received directions and or instructions from the relevant manager/supervisor for or on behalf of the 1st Respondent for sweeper services from third-parties including A's Property Maintenance;
- (c) maliciously and dishonestly failing to disclose to the officer procuring the said warrant that the request for sweeper services from third-parties including A's Property Maintenance were requested primarily by or at the request of the Port Authority Facilities department of which the 1st Plaintiff was not within said department.
- (d) maliciously and dishonestly failing to disclose to the officer procuring the warrant that the 1st Respondent engaged the services of A' Property Maintenance months after the 1st Plaintiff gave a senior Port Authority Staff member a business card for A's Property Maintenance and that 1st Respondent failed to comply with it own procurement process.

- (e) maliciously and dishonestly securing and/or causing to be secured the issue of the said warrant without lawful grounds to do so;
- (f) maliciously and dishonestly securing and/or causing the execution of the said warrant and the arrest of the 2nd Plaintiff at the Plaintiffs' home on her birthday;
- (g) maliciously and dishonestly securing and/or causing the execution of the said warrant and the arrest of the 1st Plaintiff at the Port Authority of the Cayman Islands during his course of employment and in view of his co-workers and associates;
- (h) maliciously and dishonestly securing and/or causing the execution of the said warrant and the arrest of the 1st Plaintiff in a manner calculated and/or likely to seriously damage and/or destroy the relationship of trust and confidence between the 1st Plaintiff and the 1st Respondent;
- (i) maliciously and dishonestly securing and/or causing the execution of the said warrant and the arrest of the 2nd Plaintiff in a matter calculated and/or likely to seriously damage and/or destroy the relationship of trust and confidence between the 2nd Plaintiff and the Cayman Islands Airport Authority;
- (j) maliciously and dishonestly suffering defamatory allegations in relation to the investigation of the Plaintiffs to be published in an online article on Cayman Marl Road at <https://caymanmarlroad.com/2019/02/14/port-worker-arrested-by-anti-corruption-unit/> on the 14th of February 2019 and updated on the 1st of April 2022, and failing, neglecting and/or refusing to issue a corrective statement at the time of publication or any time thereafter to mitigate the damage to the Plaintiffs' by said publication which was at all material times targeted towards, or would be targeted towards, Caymanians and members of the general diaspora, including those in proximity to the Plaintiffs' residence and places of work.

PARTICULARS OF MALICE OF THE 2nd RESPONDENT

- (a) despite evidence to the contrary including multiple witness statements and with no basis to substantiate a reasonable belief in the allegations of the 1st Respondent or reckless as to the truth of any such allegations maliciously and dishonestly procured the search warrant;

- (b) maliciously and dishonestly securing the issue of the said warrant without lawful grounds to do so;
 - (c) maliciously and dishonestly securing the execution of the said warrant and the arrest of the 2nd Plaintiff at the Plaintiffs' home on her birthday;
 - (k) maliciously and dishonestly securing the execution of the said warrant and the arrest of the 1st Plaintiff at the Port Authority of the Cayman Islands during his course of employment and in view of his co-workers and associates;
 - (d) maliciously and dishonestly securing the execution of the said warrant and the arrest of the 1st Plaintiff in a manner calculated and/or likely to seriously damage and/or destroy the relationship of trust and confidence between the 1st Plaintiff and the 1st Respondent;
 - (e) maliciously and dishonestly securing the execution of the said warrant and the arrest of the 2nd Plaintiff in a matter calculated and/or likely to seriously damage and/or destroy the relationship of trust and confidence between the 2nd Plaintiff and the Cayman Islands Airport Authority;
8. On the 13th of February 2019, the Plaintiffs were both arrested on suspicion of fraud on the government, breach of trust and conflict of interest following a report by the 1st Respondent relating to sweeper services provided by Raul Gonzalez Jr. trading as A's Property Maintenance.
9. The 1st Plaintiff's contract of employment included the following terms:
- (a) By clause 8, the Port Authority Employee Manual is incorporated into the contract.
10. The Employee Manual (2019 Revision) set out:
- 1'...The forms and policies are not necessarily exhaustive, and in some cases, other legacy systems and protocols such as The Public Service Management Law (2017), the Personnel Regulations (2017)...may apply*

2.7.1 'In the absence of manager...Cayman Port will compensate

members of staff for acting on their behalf; and

(b) 'employees who are required to perform duties of a higher pay rate on a continuous basis of 5 days or more shall receive the higher pay'.

...

2.35.3 'where employee is under investigation...he/she may be placed on Required Leave with pay...Such Leave may not be longer than three months at any time...The director has the discretion to extend this Leave up to four times where the investigation is conducted externally...'

11. Further it was an express and/or implied term of the 1st Plaintiff's contract with the 1st Respondent that the 1st Respondent would exercise its discretion in a manner that was not arbitrary, capricious or unreasonable and 1st Plaintiff would:

- (a)** have reasonable prospects of advancement within the 1st Respondent's organisation;
- (b)** be permitted to attend upon the 1st Respondent to perform his duties as a Heavy Equipment Operator and the *de facto* Fleet Assistant and/or Fleet Supervisor/Manager;
- (c)** be permitted to participate in the training offered by the 1st Respondent; and
- (d)** be entitled to due compensation including benefiting from pay category increases and to be paid when acting in a position of higher pay rate or being the *de facto* holder of any higher pay rate position at the rate assigned to the same.
- (e)** not be placed on leave for an excess of 3 months at any given time and for any cumulative period in excess of 1 year in any event.
- (f)** not to act in a way that would create negative publicity to the 1st Respondent and that the 1st Respondent would likewise take preventative or corrective steps to prevent any negative publicity to the 1st Plaintiff associated with his employment:

12. The 1st Respondent has materially altered the implied and/or express terms of its contract with the 1st Plaintiff and thereby wrongfully/constructively dismissed the 1st Plaintiff:

**PARTICULARS OF CONSTRUCTIVE/WRONGFUL DISMISSAL
OF THE 1ST PLAINTIFF BY THE 1ST RESPONDENT**

- (a) The 1st Respondent has failed, neglected and/or refused to allow the 1st Plaintiff to resume his employment with the 1st Respondent since his arrest on the 13th of February 2019 despite the conclusion of investigations into the Plaintiffs on the 1st December 2021.
 - (b) The 1st Respondent's Directors voted at the Board of Directors' Meeting on the 23rd of May 2019 for the 1st Plaintiff to be replaced as the Fleet Manager/Supervisor.
 - (c) On the 13th of April 2022, the 1st Respondent invited applications for the position of Fleet Manager.
 - (d) On 4th November 2022, a letter was written to the 1st Respondent with respect to the fact that despite the investigation against 1st Plaintiff having concluded on 1st December 2021, he was not removed from suspension.
 - (e) On 5th December 2022 a letter was sent to the Plaintiffs on behalf of the 1st Respondent where the 1st Respondent repeated the allegations along with new allegations of misconduct along with an indication of a potential invitation to return to work on an unknown date subject to a final warning.
 - (f) On 23rd December 2022 a letter was sent to the Plaintiffs on behalf of the 1st Respondent where the 1st Plaintiff was instructed to return to work on the holiday of 23rd of January 2023 subject to the basis set out in the letter of 5th December 2022.
 - (g) The 1st Respondent failed to consider and apply the Public Service Management Act Part
13. By reason of the 1st Respondent's conduct the 1st Plaintiff has not returned to work. It is the Plaintiff's case that the treatment of him by the 1st Respondent made his

return to work an intolerable option and was calculated and/or likely to seriously damage and/or destroy the relationship of trust and confidence.

14. Further, or in the alternative, the 1st Respondent engaged the 1st Plaintiff as the *de facto* Fleet Assistant and/or Fleet Supervisor/Manager from November 2016 to the 13th of February 2019 but failed, neglected and/or refused to duly compensate him for this role.
15. By reason of the facts and matters above, the 1st Plaintiff has been wrongfully/constructively dismissed. The Plaintiffs' reputations have been harmed, they have been put to considerable inconvenience and expense, and they have suffered loss and damage:

PARTICULARS OF REPUTATIONAL DAMAGES

- (a) The 1st Plaintiff was arrested at his place of employment, Port Authority of the Cayman Islands, in full view of his co-workers with great publicity, damaging the 1st Plaintiff's prospects of advancement in his employment with the 1st Respondent, and his personal and professional reputation;
- (b) the 2nd Plaintiff was arrested at the Plaintiffs' home in full view of her neighbours with great publicity, damaging the 2nd Plaintiff's prospects of advancement in her employment with the Cayman Islands Airport Authority, and her personal and professional reputation;
- (c) The 1st Respondent suffered defamatory allegations in relation to the investigation of the Plaintiffs, including the 1st Plaintiff's name and photograph, to be published in an online article on Cayman Marl Road at <https://caymanmarlroad.com/2019/02/14/port-worker-arrested-by-anti-corruption-unit/> on the 14th of February 2019 and updated on the 1st of April 2022, on the 14th of February 2019 and updated on the 1st of April 2022, and failing, neglecting and/or refusing to issue a corrective statement to mitigate the damage to the Plaintiffs' by said publication which was at all material times targeted towards, or would be targeted towards, Caymanians and members of the general diaspora, including those in proximity to the Plaintiffs' residence and places of work.
- (d) The 1st Plaintiff on 1st December 2021 was served a letter of release from the Royal Cayman Islands Police Service

(e) The 1st Respondent suffered the 2nd Plaintiff to repeatedly provide her employers, the Cayman Island Airport Authority, with Bail Forms to indicate whether her bail had been extended and her exclusion from the airside of the airport, from engaging in her sensitive regulatory work, employment training and acting in supervisor/management post along with her colleagues along with the opportunity of earlier promotion.

PARTICULARS OF INJURY OF THE 1ST PLAINTIFF

(a) Mental Distress

PARTICULARS OF INJURY OF THE 2ND PLAINTIFF

(a) Mental Distress

TAKE NOTICE that the Plaintiffs reserve the right to update this head of damages as further and better particulars become available.

PARTICULARS OF SPECIAL DAMAGES

Items	CI\$
(a) 1 st Plaintiff's Loss of Overtime Pay (Ship Duty) from the 13 th of February 2019 to the 23 rd of January 2023	To be assessed
(b) 1 st Plaintiff's Loss of Overtime Pay (Regular Duty) from the 13 th of February 2019 to the 23 th of January 2023	To be assessed
(c) Difference in 1 st Plaintiff's basic salary and loss of earnings for non-payment while acting in the capacity of Fleet Manager (January 2014 to January 2023/108 months)	To be assessed
(d) 1 st Plaintiff's severance pay 1 week for every year worked (24 years) @ Fleet Manager rate	To be assessed
(e) Legal Fees 13 th February 2019 to December 2021	

16. Further, the matters set out above caused additional suffering to the Plaintiffs and/or constituted arbitrary, unconstitutional and oppressive behaviour on the part of the Respondent. The Plaintiffs claim aggravated damages:

PARTICULARS OF AGGRAVATED DAMAGES

- (a) Malicious procurement of a search warrant of the Plaintiff's residence and their arrest;
 - (b) The 1st Respondent, through Mr. James Buckley, fabricated allegations of criminal wrongdoing against the Plaintiffs;
 - (c) The 1st Respondent's witnesses produced knowingly false accounts in statements.
 - (d) The 1st Plaintiff was arrested at his place of employment, Port Authority of the Cayman Islands, in full view of his co-workers with great publicity, damaging the 1st Plaintiff's prospects of advancement in his employment with the 1st Respondent, and his personal and professional reputation.
 - (e) the 2nd Plaintiff was arrested at the Plaintiffs' home in full view of her neighbours with great publicity, damaging the 2nd Plaintiff's prospects of advancement in her employment with the Cayman Islands Airport Authority, and her personal and professional reputation.
 - (f) the 1st Respondent has failed, neglected and/or refused to issue a corrective statement in response Cayman Marl Road article published on the 14th of February 2019 and updated on the 1st of April 2022 naming the 1st Plaintiff, including a photograph of the 1st Plaintiff and
17. Further, the Plaintiffs claim interest upon such damages and amount found due pursuant to **section 34** of the **Judicature Law (2017 Revision)** or otherwise at such rate as this Honourable Court deems fit.

AND the Plaintiffs claim:

- (a) General Damages;
- (b) Special Damages;
- (c) Aggravated Damages;
- (d) Reputational Damages;
- (e) Interest;

- (f) Costs;
- (g) Such further and/or other relief as this Honourable Court deems fit.

CP Attorneys

**CP ATTORNEYS
ATTORNEYS-AT-LAW FOR THE PLAINTIFFS**

This **Writ** is filed by **CP Attorneys**, Attorneys-at-Law for and on behalf of the **Plaintiffs**, whose address for service is Unit 118, Elizabethan Square, 80 Shedden Road, George Town, P.O. Box 561, Grand Cayman KY1-1602, Telephone 345-623-8088.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is 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 28 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 (.....)” 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, 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.

Service of this Writ is acknowledged accordingly

(Signed) _____
Defendant/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, 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 communication for him should be sent. In the case of a limited company, “residence” means its registered or principal office.

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

CP Attorneys Unit 118, Elizabethan Square 80 Shedden Road George Town P.O. Box 561 Grand Cayman KY1-1602 Cayman Islands

Indorsement 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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