



**AND COURT OF THE CAYMAN ISLANDS
SION**

CAUSE NO:

MELSHA MARK MILLER

PLAINTIFF

THE COMMISSIONER OF POLICE

DEFENDANT

WRIT OF SUMMONS

TO: The Commissioner of Police
Office of the Commissioner of Police
George Town, Grand Cayman, 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 this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, 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 4th day of April 2025

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 Acknowledgement of Service are given with the accompanying form

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

**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 the Defendant's 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 the Defendant 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 the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's 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

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

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 that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's 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.

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

BETWEEN: MELSHA MARK MILLER
AND: THE COMMISSIONER OF POLICE

PLAINTIFF
DEFENDANT

**ACKNOWLEDGMENT 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

Please complete overleaf

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

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.

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.

Kathleen Ryan
Attorney-at-Law
Accra Business Center
2nd Floor Genesis Building
13 Genesis Close,
P.O. Box 308, KY1-1501
George Town, Grand Cayman,
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.

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

GENERAL INDORSEMENT

The Plaintiff's Claim

1. The Plaintiff's claim is for General, Special and Aggravated Damages as assessed from clinical disorders/injuries including, without limitation, major depressive disorder, acute stress reaction and occupational exposure to other risk factors sustained by the Plaintiff during his employment by the Defendant.
2. At all times and pursuant to the Police Act (2024 Revision), the Defendant is a senior officer responsible for the Royal Cayman Islands Police Service ("RCIPS"), which he has command and control over.
3. The Plaintiff, a Senior Police Constable, retired from the RCIPS on 31st July 2014 after thirty-three (33) years of service. On 1st August 2014, the Plaintiff was reinstated as a Police Constable for three (3) years on a fixed-term contract ending 31st July 2017.
4. Upon the Plaintiff's retirement, he automatically retired from the Public Service Pensions Plan's ("the Plan") Defined Benefit ("DB") and his pension was put into payment.
5. The legislation enacted then did not permit the Plaintiff to be re-enrolled in the Plan. The Public Service Pensions (Amendment) Act 2016 ("the Act") amended this legislation on 9th September 2016, providing the Plaintiff with a provision to rejoin the Plan.

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

6. Upon the Plaintiff's reinstatement, the RCIPS was responsible for submitting the completed **Notice of Suspension of Monthly Pension and Re-enrolment Forms** along with any other required documentation for retired members who were either electing to suspend or re-enrol in the Plan or were required under legislation to re-enrol as and when they met the requirements.
7. The RCIPS failed to provide the Plaintiff with a Notice of Suspension of Monthly Pension Form ("Form") during the lifetime of his fixed-term contract. The Plaintiff was the one who "*discovered*" that this option was now open to him. He subsequently took the initiative and requested a copy of this form from the RCIPS through the Human Resource Department.
8. On **9th May 2017**, Ms. Aaliyah Johnson, the RCIPS receptionist, emailed the Plaintiff a copy of the form.
9. On **11th May 2017**, the Plaintiff wrote back to Ms. Johnson, asking whether he needed to submit a copy of his contract with the form. Mr. Miller's reply to Ms. Johnson stated, "***pension is to be SUSPENDED as of the effective date of the attached employment contract in accordance with the Public.***"
10. On the same date, the Plaintiff sent a letter to Mr. Byrne, the former Commissioner of Police, stating that he no longer wished to be on contract and desired to re-enrol in the Plan.

11. On **12th May 2017**, Ms. Johnson wrote back to the Plaintiff, informing him that he would need to undergo a medical examination at the Health Services Authority for a contract to be drafted.
12. On **16th May 2017**, the Plaintiff replied, telling Ms. Johnson that his contract did not expire until 31st July 2017 and that he felt his medical examination was “current.”
13. Mr. Miller sent two further reminder emails to Ms. Johnson, which she did not answer.
14. On **1st June 2017**, Mr. Byrne, Commissioner of Police, replied to the Plaintiff and others included in the correspondence, stating, ***“Grateful if this matter could be attended to by HR, please.”*** Despite Mr. Byrne's written direction telling HR to act on the matter, the Plaintiff received no further response from the RCIPS.
15. When the Plaintiff's contract ended, he remained in service, working month to month without a contract. He was not informed of his right to be re-enrolled in the Defined Contribution Pension Plan.
16. The Plaintiff retained legal counsel, Ms. Sheridan Brooks KC, to resolve this matter. This resulted in the Plaintiff receiving two contracts, the first dated **24th June 2019**, for a fixed period commencing **1st August 2017** and ending **30th June 2019**. This contract was backdated to cover the period he worked month to month without having had any contact, neither for a fixed or indefinite period. For this reason, the Plaintiff did not sign because he felt to do so was dishonest.

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands

17. The Plaintiff received a second contract, dated **1st July 2019**, an indefinite-period, open-term contract.
18. On **10th July 2019**, after signing the contract, the Plaintiff signed a **Notice of Suspension of Monthly Pension and Re-Enrolment form**. The Plaintiff recalls that to the best of his recollection, this was done in the presence of an HR representative at Elizabethan Square, George Town. The purpose of signing this request was to permit the Plaintiff to enrol in the Public Service Pensions Plan's Defined Contribution ("DC"). This would also have allowed for the mandatory suspension of the Plaintiff's first pension.
19. The Plaintiff trusted the RCIPS that these documents would be sent to the Public Service Pension Board ("PSPB") on his behalf. As an employee of the RCIPS, the Plaintiff held a realistic expectation that this would be done. The effect of this neglect resulted in the PSPB writing to the Plaintiff, informing him that in contravention of the Act, the RCIPS failed to have him re-enrolled in the DC part of the Plan and simultaneously suspended his DB pension.
20. The PSPB has told the Plaintiff that the Defendant's neglect also resulted in his DB pension benefits being paid between 1st August 2017 and 25th October 2023, when the RCIPS should have re-enrolled him in the DC part of the Plan and suspended his DB pension.
21. Due to the RCIPS's neglect, the PSPB informed the Plaintiff that he is now in an overpayment position of **\$99,166.77**. The PSPB states that this debt must be repaid, and until this is done, the PSPB will withhold the Plaintiff's DC pension benefit.

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22. In breach of contract and breach of duty of mutual trust and confidence, the Defendant negligently failed the Plaintiff at all material times.
23. Because of the Defendant's neglect, the Plaintiff has sustained psychiatric damage injury, including but not limited to major depressive disorder, acute stress reaction and occupational exposure to other risk factors. The Plaintiff will rely on the Medical Reports of:
- a. Dr. Marc Lockhart, MD, dated 25th November 2024,
 - b. Dr. Liezel Angelova, dated 27th November 2024
24. The Plaintiff's psychiatric injuries were caused by the Defendant's negligence and breach of contract.
25. By reason of the Defendant's failures and consequent to the matters pleaded in paragraphs six (6) to twenty-four (24) above, the Plaintiff seeks damages from the RCIPS as payment for the debt of **\$99,166.77** owed to the PSPB. The Plaintiff also claims General and Special Damages, including but not limited to the loss of future employment.
26. The Plaintiff further claims pre-judgment and post-judgment interest on General, Special and Aggravated Damages pursuant to the Judicature Act (2021 Revision) and at a daily rate of interest established Judgment Debts (Rates Of Interest) Rules (2021 Revision), at the discretion of this Honourable Court, together with Court filing costs and legal fees.

27. Such further or other relief as this Honourable Court may deem just and equitable.

Kathleen Ryan

Kathleen Ryan
Attorney-at-Law

4th April 2025

This **WRIT OF SUMMONS** is filed by Kathleen Ryan, Attorney-at-Law, for the **Plaintiff** herein, whose address for service is Accra Business Center, 2nd Floor Genesis Building, 13 Genesis Close, George Town, P.O. Box 308, Grand Cayman KY1-1501, Cayman Islands