



CAUSE NO. OF 2025

BETWEEN

KEVIN BODDEN	1ST PLAINTIFF
SAMUEL BUSH	2ND PLAINTIFF
EDWIN FISHER	3RD PLAINTIFF
ANSEL LAWRENCE	4TH PLAINTIFF
NORMAN POWELL	5TH PLAINTIFF
DANNY RANDALL	6TH PLAINTIFF
SAMUEL RANKINE	7TH PLAINTIFF
JASON SEYMOUR	8TH PLAINTIFF
DEVONNI SMITH	9TH PLAINTIFF
ANTONIO SWABY	10TH PLAINTIFF
HOWARD VERNON [deceased]	11TH PLAINTIFF
KURT WATLER	12TH PLAINTIFF
KEITH BROWN	13TH PLAINTIFF
DWIGHT CONNOR	14TH PLAINTIFF
ROBERT DIXON	15TH PLAINTIFF
CLEVE EBANKS	16TH PLAINTIFF
DEAL EBANKS	17TH PLAINTIFF
RICHARD EBANKS	18TH PLAINTIFF
DWIGHT JAMES	19TH PLAINTIFF
RUDOLPH PITTESON	20TH PLAINTIFF
LEE CURTIS RANKIN	21ST PLAINTIFF
PATRICK SCOTT	22ND PLAINTIFF
ANDRE STEWART	23RD PLAINTIFF
MARK STEVE VERNON [deceased]	24TH PLAINTIFF
RAUL ANDREWS	25TH PLAINTIFF
GIOVANNI GARRO	26TH PLAINTIFF
EDUARDO SWABY	27TH PLAINTIFF
DANTE HYDES	28TH PLAINTIFF
CARLOS HERNANDEZ	29TH PLAINTIFF
CHAD KAUFMAN	30TH PLAINTIFF
PHIL EVANS	31ST PLAINTIFF
ANTHONY ELLIS	32ND PLAINTIFF
KEITH BARKER	33RD PLAINTIFF
KEITH EDWARDS	34TH PLAINTIFF
SEAN WATSON	35TH PLAINTIFF
RENFORD DIXON	36TH PLAINTIFF
PERRY MYLES [deceased]	37TH PLAINTIFF
RICHARD SEYMOUR	38TH PLAINTIFF

This Writ and Statement of Claim is issued by Brady Attorneys at Law for and on behalf of the Plaintiffs herein, whose address for service is 2nd Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs care of Brady Attorneys, Anderson Square, George Town, Grand Cayman 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 there in 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 December 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 unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiffs were and are current employees of the Defendant in various positions and received remuneration at a contractually agreed hourly rate pursuant to those positions within the Defendant's company. Most of the Plaintiffs had been employed with the Defendant since at least 2007.
2. The Defendant was at all material times The Port Authority of The Cayman Islands was established by the Port Authority Law (1999 Revision) (herein after referred to as "**the Authority**") as a body corporate who can be sued in its own name.
3. The employment agreement between the Plaintiffs and the Defendant is and was at all material times subject to the of the Labour Act (Relevant Revisions), the Port Authority of the Cayman Islands Employee Manual and the respective contracts of employment between the Defendant and each Plaintiff.
4. The Plaintiffs, each identified by their respective plaintiff numbers, were employed in the following positions:
 - (a) The 1st to 30th Plaintiffs were employed as Heavy Equipment Operators, specifically as either Truckers, Large Forklift Operators, or Crane Operators;
 - (b) The 31st and 32nd Plaintiffs were employed as Assistant Supervisors;
 - (c) The 33rd, 34th and 35th Plaintiffs were employed as Mechanics;
 - (d) The 36th to 39th Plaintiffs were employed as Stevedores;
 - (e) The 40th, 41st and 42nd Plaintiffs were employed as Small Forklift Operators;
 - (f) The 43rd to 49th Plaintiffs were employed as Tally Clerks; and
 - (g) The 50th to 55th Plaintiffs were employed as Labourers.
5. Between July 2007 to June 2010 the Plaintiffs worked and were paid at the usual basic hourly rate for four (4) day work weeks on 12-hour work shifts with an unpaid hour for meal breaks [11-hour workdays].
6. Between July 2010 to August 2017 the Plaintiffs worked and were paid at the usual basic hourly rate for four (4) day work week or 11-hour work shifts with an unpaid hour for meal breaks [10-hour workdays].
7. The Plaintiffs usual basic hour rate for the period July 2007 to August 2017 were as follows:
 - (a) The 1st to 35th Plaintiffs, employed as Heavy Equipment Operators; Assistant Supervisor; and/or Mechanics – CI\$34.43 per hour;

This Writ and Statement of Claim is Issued by Brady Attorneys at Law for and on behalf of the Plaintiffs herein, whose address for service is 2nd Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

- (b) The 36th to 39th Plaintiffs, employed as Stevedores – CI\$28.62 per hour;
 - (c) The 40th to 49th Plaintiffs, employed as Small Forklift Operators and/or Tally Clerks – CI\$27.00 per hour; and
 - (d) The 50th to 55th Plaintiffs, employed as Labourers – CI\$22.97 per hour.
8. The Plaintiffs were automatically entitled to an agreed number of Annual Leave days with full pay, to include Vacation, Compassionate Leave and Sick Leave.
 9. The Plaintiffs were each entitled to 20 days' Annual Vacation Leave for the first 5 years of their employment, 25 days in the 6th to 10th years, and 30 days from their 11th year onwards.
 10. The Plaintiffs were each entitled to 10 days of Annual Sick Leave and 5 days Annual Compassionate Leave.
 11. Whenever the Plaintiffs used any of their annual leave days they were entitled to be paid by the Defendant for such days, according to the Labour Act, the basic wage which the Plaintiffs would have received had they worked on those days. The Plaintiffs would be entitled to be paid for either at 11- or 10-hour workdays for their entitled annual leave.
 12. Rather than being paid at the 11- or 10-hour workdays for their entitled annual leave days the Defendant underpaid the Plaintiffs by only paying them for 9-hour workdays, when the Plaintiffs had never regularly worked a 9-hour workday. Additionally, the Defendants underpaid the Plaintiffs by paying them at an hourly rate less than their basic wage, with respect to the annual leave days to which they were entitled.
 13. Since August 2017 to present the Defendant commenced paying the Plaintiffs at their regularly scheduled workday rates, as per their work rosters, that is 10-hour workdays, rather than at 9-hour workday rates, with respect to the annual leave days to which they were entitled.
 14. As stated above, the Plaintiffs worked either 11- or 10-hour workdays during a 4-day work week between July 2007 and August 2017, working at least 40 hours each week. As such the Plaintiffs vacation pay should not have been pro-rated according to Policy No. 02: Annual Vacation of the Employee Manual, which states: "When an employee's workweek is less than a 40-hour week on a regular basis, then his/her vacation is pro-rated."
 15. The Defendants breached the respective contracts of employment by underpaying the Plaintiffs in respect of their entitled annual vacation. The Defendants underpaid the Plaintiffs either paying them for the 9-hour workdays for their entitled annual leave days rather than at their regular workdays of 11- or 10-hour workdays; or by incorrectly categorizing the

Plaintiffs as working less than 40 hours per week and paying them Leave Pay as pro-rated for the period being claim.

16. The Defendant owe to the Plaintiffs 2 hours' wages at the usual basic rate for each day of their entitled annual leave days between the period July 2007 to June 2010 when they worked 11-hour workdays; and 1 hours' wages at the usual basic rate for each day of their entitled annual leave for the period July 2010 to August 2017 when they worked 10-hour workdays.
17. When the Plaintiffs became aware of the Defendant's breach in **2019** they brought it to the attention of the Defendant and claimed from the Defendant an approximate sum of **CI\$501,000.00** which is due from the Defendant to the Plaintiffs for Annual Leave Pay the Plaintiffs were entitled to which were not paid to them for the period July 2007 to August 2017.
18. The Defendant refused and/or denied to pay to the Plaintiffs despite numerous requests the monies owed to them for their entitled annual vacation.
19. The Plaintiffs also claim for breach of contract for the Defendants' failure to pay them overtime pay to which they were entitled for the period July 2007 to August 2017.
20. Between July 2007 to August 2017 the Plaintiffs worked either 11-hour workdays or 10-hour workdays, which exceeds the standard workday of 9 hours as defined in the Labour Act by at least one (1) hour each day. The Plaintiffs at the material time were paid at a basic hourly rate as per their employment contracts. Their work week was as per their work schedules at the material time, 4 days.
21. As per the Labour Act the Defendant was required to pay the Plaintiffs overtime pay for at least one (1) hour each day at the rate of 1 ½ times their basic hourly rate.
22. In breach of their employment contracts Defendant paid the Plaintiffs at the usual basic hourly rate for each hour worked in excess of the standard workday for the period July 2007 to August 2017, rather than paying the Plaintiffs at 1 ½ times the basic hourly wage for each hour of overtime, in excess of the standard 9-hour workday, that is for each 2 or 1 hour per day depending on whether it was an 11 hour work day or a 10 hour workday.
23. The Defendants therefore owes each Plaintiff:
 - (a) 1 hour's wage at the usual basic rate, as per the employment contracts, for the 2 overtime hours worked each day of the 11-hour workday/shifts between July 2007 and June 2010. As the Plaintiffs worked 4 days each week, each

- (b) ½ hour wage at the usual basic rate, as per the employment contracts for the 1 overtime hour worked on the 10-hour workday shifts between July 2010 to August 2017.

24. When the Plaintiffs became aware of the Defendant's breach in **2019** they brought it to the attention of the Defendant and claimed from the Defendant an approximate sum of CI\$2,469,000.00 which was due from the Defendant to the Plaintiffs for unpaid overtime pay for the period July 2007 to August 2017.

25. The Defendant has refused and/or denied to pay to the Plaintiffs despite numerous requests the overtime pay to which they are entitled.

PARTICULARS OF BREACH OF THE DEFENDANT

26. The Defendant breached the employment contract by underpaying the Plaintiffs in respect of their entitled annual vacation.

27. For the period July 2007 to June 2010 each Plaintiff was entitled annually to 25 days' vacation leave; and 10 days sick leave [and 5 days bereavement leave], being a total of 35 days annual leave.

28. The Defendant owes each Plaintiff for 2 hours' wage [11-hour workdays] at the usual basic hourly rate for each entitled annual leave day for the period July 2007 to June 2010, being 3 years; and 1 hours' wage [10-hour workdays] at the usual basic hourly rate for each entitled annual leave day for the period July 2010 to August 2017, being 7 years.

29. The Defendant owes each Plaintiff 210 [2 x 35 x 3] hours' wages at the usual basic hourly rate for the period July 2007 to June 2010; and 245 [1 x 35 x 7] hours wage at the usual basic hourly rate for the period July 2010 to August 2017, being a total of 455 hours' wages at the usual basic hourly rate.

30. The Defendant owes each Plaintiff for unpaid entitled vacation pay for the period July 2007 to August 2017 as follows:

- (a) Each of the 1st to 35th Plaintiffs, employed as Heavy Equipment Operators; Assistant Supervisor; and/or Mechanics – 455 hours wage at CI\$34.43 per hour = CI\$15,665.65.

These 35 Plaintiffs are owed a total of CI\$548,297.75.

- (b) Each of the 36th to 39th Plaintiffs, employed as Stevedores – 455 hours wage at CI\$28.62 per hour = CI\$13,022.10.

This Writ and Statement of Claim is issued by Brady Attorneys at Law for and on behalf of the Plaintiffs herein, whose address for service is 2nd Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

These 4 Plaintiffs are owed a total of CI\$52,088.40.

- (c) The 40th to 49th Plaintiffs, employed as Small Forklift Operators and/or Tally Clerks – 455 hours wage at CI\$27.00 per hour = CI\$12,285.00.

These 10 Plaintiffs are owed a total of CI\$122,850.00.

And

- (d) The 50th to 55th Plaintiffs, employed as Labourers – 455 hours wage at CI\$22.97 per hour = CI\$10,314.85.

These 6 Plaintiffs are owed a total of CI\$61,889.10.

31. The Defendant owes Plaintiffs a total sum of CI\$785,125.25 for unpaid entitled vacation pay for the period July 2007 to August 2017.
32. The Defendants breached the employment contract by failing to pay the Plaintiffs overtime pay to which they were entitled for the period July 2007 to August 2017.
33. For the period July 2007 and June 2010, the Defendant owes each Plaintiff 1 hour's wage at the usual basic rate, as per the employment contracts, for the 2 overtime hours worked each day on the 11-hour workday shifts.
34. Each Plaintiff worked at least 180 days per year for the 3-year period between July 2007 and June 2010, being a total of 540 days. The Defendant owes each Plaintiff 540 hours' wages at the usual hourly rate for the period July 2007 to June 2010.
35. For the period July 2010 to August 2017 the Defendant owes each Plaintiff ½ hour's wage at the usual basic rate, as per the employment contracts, for the 1 overtime hours worked each day on the 10-hour workday shifts.
36. Each Plaintiff worked at least 180 days per year for the 7-year period between July 2007 and June 2010, being a total of 1,260 days. The Defendant owes each Plaintiff 630 hours' wages at the usual hourly rate for the period July 2010 to August 2017.
37. The Defendant owes each Plaintiff a total of 1,170 hours' wages for the period between July 2007 to August 2017 for unpaid overtime hours worked.

38. The Defendant owes each Plaintiff for unpaid overtime pay for the period July 2007 to August 2017 as follows:

- (a) Each of the 1st to 35th Plaintiffs, employed as Heavy Equipment Operators; Assistant Supervisor; and/or Mechanics - 1,170 hours wage at CI\$34.43 per hour = CI\$40,283.10.

These 35 Plaintiffs are owed a total of CI\$1,409,908.50.

- (b) Each of the 36th to 39th Plaintiffs, employed as Stevedores - 1,170 hours wage at CI\$28.62 per hour = CI\$33,485.40.

These 4 Plaintiffs are owed a total of CI\$133,941.60.

- (c) The 40th to 49th Plaintiffs, employed as Small Forklift Operators and/or Tally Clerks - 1,170 hours wage at CI\$27.00 per hour = CI\$31,590.00.

These 10 Plaintiffs are owed a total of CI\$315,900.00.

And

- (d) The 50th to 55th Plaintiffs, employed as Labourers - 1,170 hours wage at CI\$22.97 per hour = CI\$26,874.90.

These 6 Plaintiffs are owed a total of CI\$161,249.40.

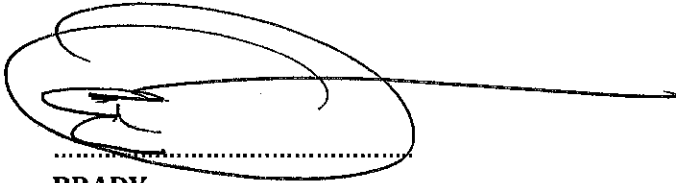
39. The Defendant owes Plaintiffs a total sum of CI\$2,020,999.50 for unpaid overtime hours worked for the period July 2007 to August 2017.

AND THE PLAINTIFFS CLAIM:

1. Damages for Breach of Contract;
2. The Sum of CI\$785,125.25 for unpaid entitled annual leave pay for the period July 2007 to August 2017;
3. The Sum of CI\$2,020,999.50 for unpaid overtime hours worked for the period July 2007 to August 2017;

This Writ and Statement of Claim is issued by Brady Attorneys at Law for and on behalf of the Plaintiffs herein, whose address for service is 2nd Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

4. Interest in accordance with the Judicature Act (2017 Revision);
5. Costs;
6. Any other relief this court deems necessary

A handwritten signature in black ink, consisting of a large, loopy initial 'B' followed by a long horizontal stroke that ends in a sharp point. The signature is written over a dotted horizontal line.

BRADY
Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim is issued by Brady Attorneys at Law for and on behalf of the Plaintiffs herein, whose address for service is 2nd Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.

No. 8

Acknowledgement of service of writ of summons (0.12, r.3)

**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 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.

CAYMAN ISLANDS

**IN THE GRAND COURT
CIVIL DIVISION**

CAUSE NO.

OF 2025

BETWEEN

KEVIN BODDEN	1ST PLAINTIFF
SAMUEL BUSH	2ND PLAINTIFF
EDWIN FISHER	3RD PLAINTIFF
ANSEL LAWRENCE	4TH PLAINTIFF
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RICHARD SEYMOUR	38TH PLAINTIFF
McALLEN WHITTAKER	39TH PLAINTIFF

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.

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

Brady Attorneys at Law
2nd Floor, Anderson Square,
64 Shedden Road, P.O. Box 1671,
George Town Grand Cayman, KY1-1109,
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 was issued by Brady Attorneys at Law whose address for service is 2nd Floor, Anderson Square, 64 Shedden Road, P.O. Box 1671, George Town Grand Cayman, KY1-1109, Cayman Islands.