



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2026

BETWEEN

VELMA BIGGS-LASHLEY

Plaintiff

-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 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 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 10th day of February 2026

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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Plaintiff

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STATEMENT OF CLAIM

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Parties

1. The Plaintiff is Velma Biggs-Lashley (“**Plaintiff**”), a former public officer employed by the Cayman Islands Prison Service (“**CIPS**”).
2. 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 CIPS being part of government, the Plaintiff was at all material times employed by the CIG.

Background

3. The Plaintiff was employed by the CIPS from 1 November 1988 until 23 September 2021, a period of approximately 33 years, and retired on medical grounds with effect from 23 September 2021.
4. The Plaintiff was granted Caymanian Status on 30 October 2002.
5. By letter dated 26 March 2003, the Plaintiff received confirmation that she became permanent and pensionable as of 30 October 2002, and she was enrolled in the Defined Contributions Pension Scheme (“**DC Plan**”) pursuant to the Public Service Pensions Law (2001 Revision).
6. The Plaintiff contends, that properly construed and applied, the relevant laws and policies required that upon her retirement, her pension entitlement should have been calculated by reference to her entire period of continuous service from 1 November 1988 to 23 September 2021, and that she ought to receive pension payments calculated on the Defined Benefits Pension Scheme basis (“**DB Plan**”), or an outcome materially equivalent to DB Plan participation.

Pension Framework and Government Policy

7. At the commencement of the Plaintiff’s employment, the relevant pension framework included:
 - a) the Pensions Law (Cap. 121) and its Schedule (“**Pensions Law**”); and

- b) the General Orders 1987 (“**General Orders**”).
8. At all material times, the Pensions Law and General Orders provided a mechanism by which prior continuous service, immediately preceding pensionable service, could be taken into account for pension purposes.
 9. 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 would be taken into account as pensionable service. It was also recorded that this policy would operate retrospectively and have effect from 1 November 1998.
 10. The effect and purpose of the policy decision recorded on 16 March 1999 was to ensure that non-Caymanian officers who later acquired Caymanian status were not disadvantaged in their pension outcomes by reason of their prior immigration status and/or by administrative arrangements concerning pensionability and/or COS.
 11. Until 1 January 2000 individuals who were employed within the service of the CIG and who became ‘permanent and pensionable’ during their time of service, were enrolled in the DB Plan. Under the DB Plan, an individual’s pension benefits upon retirement were calculated as a percentage of the individual’s final salary and length of service.
 12. By contrast, after 1 January 2000, officers who became ‘permanent and pensionable’ were enrolled in the DC Plan, in which pensions benefits were calculated based upon the contributions made to the plan and the income earned from those contributions.
 13. The Plaintiff’s service was continuous and full time from 1 November 1988 to 23 September 2021 and immediately preceded her pensionable service. In addition, the Plaintiff never received a COS.

14. The Plaintiff contends that, in practice and/or by prior decisions, the CIG has accepted that officers in the Plaintiff's position (namely those who acquired Caymanian status during service and whose earlier service was to be treated as qualifying and pensionable service as result of not having received a COS) are entitled to receive a pension calculated on a Defined Benefits basis (or materially equivalent benefits), including by recognising pre-status service for pension purposes.

Differential treatment and ex gratia payments

15. The Plaintiff contends that she has been treated differently from other officers in materially similar circumstances (including officers whose qualifying service was recognised for pension purposes and/or who received Defined Benefits outcomes), without lawful justification.
16. The Plaintiff contends that any discriminatory disadvantage is not cured by any ex gratia payment scheme, and the Plaintiff does not accept that any ex gratia payment extinguishes or replaces her accrued pension rights and/or her right to equal treatment under the law.
17. The Plaintiff further contends that the CIG is not entitled to rely on subsequently introduced regulations to defeat an entitlement already acknowledged and relied upon.

Government's acceptance and subsequent reversal

18. The central issue in dispute is whether the Plaintiff's pensionable service ought to be recognised from 1 November 1988 and whether the Plaintiff is entitled to pension benefits calculated on a Defined Benefits basis, or materially equivalent basis, notwithstanding the subsequent introduction of ex gratia pension regulations and/or any ex gratia payments said to have been made to the Plaintiff.
19. By correspondence dated 20 September 2023, the Government expressly accepted the Plaintiff's position that permitted prior non-pensionable service to be treated as pensionable upon appointment to a pensionable office, and confirmed that the Plaintiff's pension entitlement would be antedated to her first

contract, with calculations to be made as if she had been enrolled in the Defined Benefits pension scheme from the time of her first employment, and for the Pensions Office to undertake the necessary calculations.

20. Following receipt of the Government's acceptance in September 2023, the Plaintiff reasonably understood that the Government would undertake the necessary calculations and implement her entitlement without the need for litigation.
21. In reliance on that acceptance, the Plaintiff did not commence proceedings at that time to enforce her rights.
22. As a result of the Government's ongoing and unexplained delay in calculating the Plaintiff's pension entitlement, on 14 January 2026, the Plaintiff's attorneys wrote to the Attorney General's Chambers (who act on behalf of the CIG) setting out the Plaintiff's position, including that the CIG had previously accepted that her pension should be calculated on a defined benefit basis antedated to the commencement of her employment, and inviting confirmation that the Government would honour that position and proceed with the calculation and payment of her entitlement, failing which proceedings would be commenced.
23. By letter dated 23 January 2026, the CIG asserted that the Government's earlier acceptance was based on an incomplete understanding, and contended that as a result of the Plaintiff having received an ongoing ex gratia pension benefit of CI\$450.00 per month pursuant to the *Public Service Pensions (Ex-Gratia Pensions) Regulations (2019 Revision)* (the "**2019 Regulations**"), the Plaintiff had been compensated sufficiently.
24. The Plaintiff disputes that the receipt of an ex gratia benefit under the 2019 Regulations can lawfully extinguish her entitlement to have her pension calculated on a defined benefit basis antedated to her commencement of employment and/or to receive materially equivalent benefits.
25. For the avoidance of doubt, insofar as any correspondence relied upon by the Plaintiff was marked "without prejudice", the Plaintiff will contend that it is admissible and may properly be relied upon for the purposes of establishing the

fact of the Government's representation and the Plaintiff's reliance and detriment, and/or for such other purposes as the Court permits.

Unlawful refusal / failure to recognise pensionable service and DB equivalent entitlement

26. The Plaintiff repeats paragraphs 1 to 25 above.
27. The Defendant has acted unlawfully in refusing and/or failing to recognise the Plaintiff's full period of qualifying service from 1 November 1988 as pensionable service for Defined Benefits purposes, or materially equivalent purposes.
28. The Defendant's refusal and/or failure to afford the Plaintiff Defined Benefits pension treatment (or materially equivalent benefits) is inconsistent with the applicable Government policy and/or accepted practice applicable to persons in the Plaintiff's position.

Legitimate expectation

29. Further or alternatively, by reason of the Government's express acceptance in September 2023 that the Plaintiff's pension would be antedated and calculated on a defined benefit basis, the Plaintiff had a legitimate expectation that the Defendant would calculate and pay her pension accordingly.
30. The Defendant's reversal of position is unfair, unlawful, and an abuse of power.

Estoppel

31. Further or alternatively, the Defendant represented that the Plaintiff's entitlement would be calculated on the basis described above.
32. The Plaintiff relied upon that representation and refrained from commencing proceedings.
33. The Plaintiff has suffered detriment as a result.

34. The Defendant is estopped from resiling from the representation.

Unlawful discrimination / unequal treatment

35. The Plaintiff repeats paragraphs 1–25 above.
36. Further or alternatively, at all material times the Plaintiff was employed by the CIG and was entitled to the protection of the law and to be treated equally and without unlawful discrimination in the determination and administration of her pension entitlements.
37. The Plaintiff contends that she has been treated less favourably than other officers in materially comparable circumstances, including Caymanian officers and/or officers whose qualifying service has been recognised for pension purposes and/or who have received Defined Benefits pension outcomes.
38. In particular, the Plaintiff relies on the treatment afforded to officers who acquired Caymanian status during service, did not receive COS, and whose pre-status service has been recognised for pension purposes and/or who received Defined Benefits pension outcomes (or materially equivalent benefits).
39. The differential treatment complained of includes (without limitation):
- a) the refusal and/or failure to recognise the Plaintiff's full period of qualifying service from 1 November 1988 as pensionable service for Defined Benefits purposes (or materially equivalent purposes); and/or
 - b) the refusal and/or failure to place the Plaintiff into the Defined Benefits Plan (or to grant materially equivalent benefits) notwithstanding the policy decision recorded on 16 March 1999 and the Government's accepted approach to persons in the Plaintiff's position; and/or
 - c) the continued maintenance of a pension outcome for the Plaintiff which is materially inferior to the Defined Benefits outcome, by reason of the Plaintiff's prior immigration status and/or the timing of her acquisition of Caymanian status.

40. The Plaintiff contends that the said differential treatment constitutes unlawful discrimination, whether directly or indirectly, on grounds including (without limitation) the Plaintiff's prior immigration status and/or the timing of acquisition of Caymanian status, and/or constitutes a failure to afford equal treatment in the enjoyment of property rights and pension entitlements.
41. The Plaintiff contends that the differential treatment is not objectively justified, is disproportionate, and is not a lawful means of achieving any legitimate aim.

Breach of terms / statutory framework

42. Further or alternatively, the Defendant is in breach of the Plaintiff's terms and conditions of employment and/or the statutory framework governing pensionability, in failing to have her pre-pensionable service treated as pensionable service, her pension antedated to 1 November 1988, and her payments calculated on a DB or materially equivalent basis.

Loss and damage

43. As a result of the matters set out above, the Plaintiff has suffered loss and damage, including but not limited to, the loss of pension benefits payable on a Defined Benefits basis (or materially equivalent basis).
44. The Plaintiff seeks declaratory and consequential relief, including recalculation and payment of arrears of pension benefits, as set out below.

Relief sought

45. As a result of the matters set out above, the Plaintiff is entitled to and hereby seeks against the Defendant the following declarations of the Honourable Court:
 - a) the Plaintiff's pension entitlement be recalculated and paid so as to place her in the same financial position as if her pensionable service had been recognised from 1 November 1988 on a Defined Benefits basis, together with payment of all arrears and ongoing pension payments accordingly;

- b) alternatively, the Plaintiff's pensionable entitlement be antedated to her first employment contract and that she be placed in the Defined Benefits Plan;
- c) an order that the Defendant calculate and pay all arrears due to the Plaintiff pursuant to the declarations above, together with continuing pensions payments on the same basis;
- d) a declaration that the Defendant has acted unlawfully and/or in a discriminatory manner in refusing and/or failing to recognise the Plaintiff's pensionable service and/or to afford her Defined Benefits pension treatment (or materially equivalent treatment) in accordance with the applicable policy and/or accepted practice; and
- e) such further or consequential declarations and/or orders as are necessary to remedy the unlawful discrimination, including the recalculation and payment of arrears of pension benefits.

AND THE PLAINTIFF CLAIMS:-

- (1) Declarations as set out in paragraph 45 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 the court thinks fit.

Dated the 10th day of February 2026

Broadhurst

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 Plaintiff, 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 2026

BETWEEN

VELMA BIGGS-LASHLEY

Plaintiff

-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.

-
- | | |
|---|---|
| 1. | State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged. |
| <hr/> | |
| 2. | State whether the Defendant intends to contest the proceedings (<i>tick appropriate box</i>) Yes [☐] No [☐] |
| <hr/> | |
| 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 (<i>tick box</i>) |
| 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.