



IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2024

BETWEEN:

TIMOTHY JAKE KELLER

PLAINTIFF

AND:

PROFESSIONAL YACHT CREW SPC

DEFENDANT

PLAINT

TO THE DEFENDANT:

Professional Yacht Crew SPC
C/- its Registered Office:
Maples Corporate Services
Ugland House, South Church Street
George Town, Grand Cayman
Caymans Islands

THIS PLAINT 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 service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 9th day of May 2024

See overleaf for particulars of the Plaintiff’s claim

This **PLAINT** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, 136 Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: MH/3696)

PARTICULARS OF CLAIM

1. Mr. Timothy Jake Keller (the **Plaintiff**):
 - 1.1 is a natural person who resides at 20206 Glenmoor Drive, West Palm Beach, Florida, United States 33409; and
 - 1.2 is, and at all relevant times was, a seafarer licensed and experienced in captaining marine craft ranging from 75ft to 116ft and with a horsepower ranging between 2,700HP and 3,800HP.
2. Professional Yacht Crew SPC (the **Defendant**):
 - 2.1 is registered under the laws of the Cayman Islands as a Segregated Portfolio Company and capable of being sued; and
 - 2.2 at all relevant times was engaged in the business of acting as a service provider to the yachting industry by providing contracted staff to yacht owners, and in doing so was engaged in employing its own staff and undertaking related payroll and administrative services.
3. On or about 23 June 2023, the Plaintiff and the Defendant entered into a contract of employment titled "Seafarer's Employment Agreement – Non MLC 2006 Yacht" (**Employment Agreement**).
4. The following were express terms of the Employment Agreement (*inter alia* but relevantly):
 - 4.1 The Plaintiff was the employee.
 - 4.2 The "Employer" was "PYC41, a Segregated Portfolio Company of [the Defendant]".
 - 4.3 The Plaintiff was employed in the position of Captain, with an annual salary of US\$108,000 (US\$9,000 monthly or US\$295.89 daily).

- 4.4 The Plaintiff's employment was made in connection with the vessel "O", being a vessel with Official Number 1321815, registered in the Port of Palm Beach, Florida, United States, and owned by O Luxury Yacht Charter LLC.
- 4.5 The Plaintiff was entitled to 30 working days paid annual leave in each year of employment payable at his normal basic remuneration during such leave, accruing at the rate of 2.5 days per month, with accrued leave to be paid at the termination of employment (clause 2).
- 4.6 The Employment Agreement is governed by the laws of the Cayman Islands, with any disputes arising thereunder to be brought exclusively in the Courts of the Cayman Islands (clause 8).
5. Although the "Employer" is recited in the Employment Agreement as being "PYC41, a Segregated Portfolio Company of [the Defendant]", pursuant to sections 216(2) and 218(1) of the *Companies Act (2023 Revision)* the Defendant company itself is the entity which entered into the Employment Agreement with the Plaintiff and is therefore the employer.
6. The Plaintiff's employment under the Employment Agreement commenced on 1 June 2023 and was terminated on 28 December 2023 (**Termination Date**).
7. During the period of the Plaintiff's employment with the Defendant, he accrued a total of 15 days paid annual leave (6 months x 2.5 days per month) of which he had taken 8 days as paid annual leave.
8. Accordingly, as at the Termination Date the Plaintiff had a remaining accrued but unpaid annual leave entitlement of 7 days, which at his normal basic remuneration (being the Plaintiff's daily rate of pay of US\$295.89) equated to an unpaid entitlement of US\$2,071.23 (**Leave Payout**).
9. Following the termination of his employment, pursuant to clause 2 of the Employment Agreement the Plaintiff was entitled to be paid the Leave Payout.
10. Despite demand, the Defendant has failed, refused or neglected to pay the Leave Payout to the Plaintiff.

- 11. The Leave Payout is immediately due and payable.
- 12. The Defendant is liable to pay the Leave Payout to the Plaintiff.

STATEMENT REGARDING INTEREST

- 1. The Plaintiff seeks pre and post judgment interest at the prescribed rate of 2³/₈% per annum from 28 December 2023 to the date of payment in accordance with the provisions of the *Judicature Law (2021 Revision)*.
- 2. The amount of interest owing at date of issue of the Plaint is US\$17.92
- 3. The amount of interest accruing each day following the issue of the Plaint is US\$0.13.

AND THE PLAINTIFF CLAIMS:

- 1. The said sum of US\$2,071.23 as monies due and owing.
- 2. Pre and post judgment interest from the date of issue of Plaint and interest accruing thereafter at US\$0.13 daily until payment.
- 3. Costs or alternatively fixed costs in the sum of US\$179.97 / CI\$150.00 plus filing fees and bailiff’s fee for service.



KSG
Attorneys for the Plaintiff

Plaintiff’s address for service

3 rd Floor One Capital Place 136 Shedden Road PO Box 2255 George Town, KY1-1107

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ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 2024

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.