

No. 1

Plaint



SUMMARY COURT AT GEORGE TOWN

Cause No. S2025-0207 of 2025

BETWEEN:

Ross John Dunk

Plaintiff

AND:

PAXFORD LTD

Defendant

To The Defendant

Floor 4, Willow House, Cricket Square, Georgetown,
P.O. Box 268, Grand Cayman KY-1 9010

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 Plaintiff 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 KY1-1106, Cayman Islands, 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 2nd day of December 2025

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. Parties and jurisdiction

- (1) The Plaintiff, Ross John Dunk, is a former crew member (Head Chef) of the Cayman-flagged yacht "M/Y Illusion", employed under a Seafarers' Employment Agreement ("SEA") dated 29 May 2025. **(RS-1)**
- (2) The Defendant is Paxford Limited, the yacht-owning company and my employer under the SEA, registered in the Cayman Islands at Floor 4, Willow House, Cricket Square, Georgetown, P.O. Box 268, Grand Cayman KY-1 9010.
- (3) This is a straightforward debt claim for approximately US\$5,671, within the monetary limit of the Cayman Islands Summary Court Small Claims procedure.

2. Background and deed of release

- (1) The SEA states it is governed by English law with exclusive jurisdiction in English courts (clause 19). However, this claim is for unpaid gratuities under a **deed of release (RS-2)** issued by the Cayman-registered Defendant to settle the Plaintiff's final entitlements, creating a debt actionable in this Court irrespective of the SEA's governing law clause.
- (2) Under the SEA I was employed as Head Chef with a consolidated monthly salary of US\$10,250 and associated rights to leave and repatriation.
- (3) By email dated 5 September 2025 **(RS-3)**, the captain, acting for the Defendant, confirmed that my employment had been terminated with 30 days' notice for "an alternative structure for the galley" (business reasons), and **not** on the basis of gross misconduct. He confirmed my last paid day as 30 September 2025 and stated that all SEA contractual entitlements would be summarised in a deed of release.
- (4) By email on 17th September 2025 **(RS-4)**, the captain set out in writing the charter gratuities earned during my service and confirmed that they would be "owed and paid" in line with onboard practice, namely:
 - (1) May charter: US\$1,000;
 - (2) June charter: EUR1,875;
 - (3) July charter: US\$2,500.

The captain further confirmed the deed of release **(RS-2)** would be amended to include these gratuities and that payment of the Plaintiffs final sums would be made on that basis.

- (8) A deed of release was then issued and signed **(RS-2)**. It records the Plaintiffs salary and accrued leave and expressly lists the above gratuities as "crew gratuities due along with final salary", for a total gratuity entitlement equivalent to approximately US\$5,671.
 - (1) Wages paid only after CISM intervention
Following the Defendant's repeated delays and conditions on payment, the Plaintiff

formally escalated non-payment of wages to the Cayman Islands Shipping Registry (CISM) under SEA clause 14.3 and MLC 2006.

Only after extended CISM intervention did the Defendant pay salary and holiday pay(**RS-5**). This demonstrates the Defendant's pattern of delaying contractual payments and the necessity of invoking flag state protection to secure basic SEA entitlements, further underscoring that the remaining deed-listed gratuities constitute an enforceable debt.

3. Breach

- (1) The Defendant has paid the salary and outstanding holiday allowance, but has failed and/or refused to pay the gratuity sums specified in the deed of release, despite written demands. The unpaid gratuities are: US\$1,000, EUR 1,875 and US\$2,500 (approximately US\$5,671 in total).
- (2) The Defendant now seeks to rely on allegations about the Plaintiffs conduct onboard to justify non-payment(**RS-6**). However:
 - a. The SEA contains a specific disciplinary procedure for misconduct and gross misconduct (clauses 13.5–13.6 and 15), which was never followed in the Plaintiffs case; there was no formal investigation, hearing or log-book.
 - b. The captain subsequently confirmed in writing that the Plaintiffs termination was "not a disciplinary matter" but a notice termination for business reasons, and this was known when the gratuity amounts were agreed and inserted into the deed. (**RS-2, RS-3, RS-4**)
 - c. By agreeing in writing to quantify these gratuities, include them in the deed of release, and pay them with final salary, the Defendant converted what had previously been discretionary tips into fixed, contractual settlement sums.

The Plaintiff does not contend that gratuities were originally guaranteed under the SEA but relies on the Defendant's subsequent written agreement and the deed of release, which together create a separate contractual obligation to pay the specified gratuity sums.

- (3) The Defendant is therefore in breach of the deed of release and/or the settlement agreement evidenced by the emails and deed, by failing to pay the agreed gratuity sums.

4. Pre-action demands ignored

- (1) On 27 October 2025, the Plaintiff sent a formal "request for payment of outstanding gratuities as per deed release." No response or acknowledgement was received. (**RS-7**)

On 3 November 2025, The Plaintiff issued a formal written final demand for payment, clearly stating that unless payment was made within a reasonable period, legal proceedings

would be commenced without further notice. No response, acknowledgement or payment was received. **(RS-8)**

These ignored demands demonstrate The Plaintiff's reasonable efforts to resolve the matter prior to litigation.

AND the Plaintiff claims:

- (1) The Sum of US **\$5,671.00**

For the following unpaid gratuities due under the deed of release:

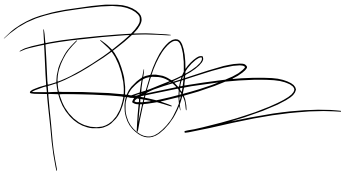
US \$1,000 (May charter gratuity)

US \$2,171 (June charter gratuity EUR 1875)

US \$2,500 (July charter gratuity)

Totalling approximately USD \$5,671.

- (2) Costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

Ross Dunk
52A Edgewater Way, Unit #3035
Harbour Walk
Grand Cayman, KY19006
Cayman Islands

Phone: +44(0)7506673739
Email: rossdunk@icloud.com

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. S2025-0207 of 2025

BETWEEN:

Ross John Dunk

Plaintiff

AND:

PAXFORD LTD

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendants 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.

Defendants Signature

Dated this ____ day of _____, 20____

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)

Defendants 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.