

S2026-0017

Page 1 of 16

2026-02-19



Plaint

SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC _____ of 2026

BETWEEN:

ALETHEA JACKIE CORDWELL

PLAINTIFF

AND:

WARREN ORLANDO DAVIS

1st DEFENDANT

AND:

RUSHANE KERN CORDWELL

2nd DEFENDANT

To the 1st Defendant

WARREN ORLANDO DAVIS

Tel: 1 (929) 0700

Home Address:

1000 Main Street, George Town

Work:

Construction, East End, Grand Cayman
Call Construction

To the 2nd Defendant

RUSHANE KERN CORDWELL

Work Location:

1000 Main Street, George Town

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

S2026-0017

2026-02-19

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 1st day of Feb 2026

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).

- A. Plaintiff was introduced by spouse to 1ST Defendant 1, as a friend of his on July 27, 2025, in which he was celebrating his birthday. That was the last time that Plaintiff has spoken or seen 1st Defendant.
- B. Plaintiff and 2nd Defendant planned a vacation trip to travel in October with tickets purchased from early August 2025 and travel dated October 27th, 2025.
- C. Sunday October 26th, 2025, 2nd Defendant, called and informed the Plaintiff that he was unsure he would be able to travel, and upon asking what the reason he advised what he had done, he advised he was asked by his friend 1st Defendant, to use his Passport to get a CI\$600.00 loan, and it will be paid as soon as possible to get his passport back. He also advised he called 1st Defendant, numerous times reminding him he needs his passport and was kept being told yes, he was going to pay the funds to get his document. And upon reaching out again, 1st Defendant sent him a message, he then forwarded the voice note to Plaintiff.
 - a. Exhibit 1. (Shown Call and received voice note forwarded from 2nd Defendant)
- D. Before listening to the voice note and during the call Plaintiff asked 2nd Defendant, how foolish he can be for what he has done, and advised him no person should hold unto his passport for anything not even for a loan so it could have not been a legal company. besides, from that why would he get a loan for a friend.
- E. While listening to the recording, 1st Defendant, advised, 2nd Defendant that he feels bad, right now he could not find anyone to deal with the thing, he do not know what to do and he leaving in the morning, whatever he could do he would balance it back because he would not have anything until the Tuesday which would have been the day after we would have left the island.
 - b. Exhibit 2. (Voice note available upon request).
- F. After hearing the voice note Plaintiff called back 2nd Defendant and told him she can make a call and asked someone for help with the funds, he said OKAY. during the conversation with the person about the funds Plaintiff was then advised that it was short notice, but yes, they could lend the money, but they are going to charge an interest fee of CI\$25.00 to every hundred that is borrowed so Plaintiff advised the person they will call them back.
- G. Plaintiff then called 2nd Defendant and advised him about the funds and of the interest fee, 2nd Defendant advised he will contact 1st Defendant and advised him of the funds and interest charge and let me know. Soon after 2nd Defendant then responded he say you can get it.

- c. Exhibit 3. Response shown in Exhibit 1.
- H. On the morning of October 27th, 2025, Plaintiff left home early to collect the funds and advised the person that it would be paid back by the following week, shortly after Plaintiff gave 2nd Defendant the cash amount of CI\$600.00 he then left to make the payment to get his passport as to what was told to the Plaintiff as at that time we had to get to the airport to check in by 9:00am that morning. During that week while off island we contact then contacted his brother and he advised he did not see or hear from 1st Defendant.
- I. November 2nd, 2025, Plaintiff forwarded the banking details to 2nd Defendant for the person that funds need to be paid back to.
- d. Exhibit 4. (Banking Details given to 2nd Defendant)
- J. November 3rd, 2025, Plaintiff and 2nd Defendant returned on Island. 2nd Defendant at tried contacting 1st Defendant couple times in same week but told Plaintiff he was advised he would pay the following week which would be the Friday 7th November 2025. Upon that date nothing was received, he then again advised it would be the following week ahead.
- K. Plaintiff kept asking 2nd Defendant every week if he heard from 1st Defendant, he kept saying he called got no answer or he told him check him and he were not there.
- L. Weeks went by, Plaintiff and 2nd Defendant, kept getting into arguments over this issue as the Plaintiff told 2nd Defendant he is too laid back on the situation on getting the funds as if he really did not care, and that it is his friend, and any person that puts you in certain situations especially like that has no good meaning or intentions towards you. 2nd Defendant advised in a voice note he would try to contact him again and if anything, he would try pay me the funds because the person that funds was borrowed from had enquired and they then decided they would give the Plaintiff until the 24th of November to pay the funds back in full.
- M. November 25th, 2025, a day after payment was due, Plaintiff had to take the funds of CI\$750.00 from her mortgage payment to transfer to the person. then take the funds from the utility bills to replace back into mortgage payment to not get late fees. Then messaged 2nd Defendant and advised him that it was paid back and where the funds came from and advised him to get the money back, but unfortunately two days later some utilities was disconnected, and Plaintiff had to borrow to pay the utilities in full.
- e. Exhibit 5. (Please see copy of Bank Transaction attached dated 25th November 2025).
- f. Exhibit 6. And Exhibit 7. (Please see copy of Message attached)
- N. November 29th, 2025, Plaintiff asked 2nd Defendant for 1st Defendant contact number.
- g. Exhibit 7. (Part 1 &2) (Please see copy of Message attached)
- O. Plaintiff called got no answer so I sent a WhatsApp message asking 1st Defendant when I can come to pick up the funds that was supposed to have been giving to her spouse. 1st

Defendant later responded by text, he apologizes on the delay, he advised he was supposed to give it to 2nd Defendant two weeks prior but for unforeseen circumstances prevented him from doing so, and he is doing his best to give it to him before the end of the following week.

h. Exhibit 8. (Part 1 & 2). (Please see copy of Message attached)

P. December 5th, 2025, Plaintiff texted 1st Defendant at 12:21pm, got no response. The Plaintiff called the Defendant via WhatsApp calls at 4:06pm and straight got no answer or returned call.

i. Exhibit 9. (Please see copy of Message attached)

Q. December 8th 2025, Plaintiff stopped at the Cayman Islands Bodden Town Police Station and spoke to two Officers, I was advised it is a civil matter and will need to take it to court but they can assist by contacting the individual person to advise them a report was made and the matter will be taking further steps in court. Plaintiff was also advised to sit and have a word with spouse and let them know what they have done was illegal and he could be charged as no person should hold onto his travel document besides from the law itself, and I passed on that message to my spouse.

R. December 13th, 2025, Plaintiff again messaged 1st Defendant via WhatsApp and advised it has been over two weeks since he advised payment would be made and still nothing and when would he pay or the matter will be taken to court, Plaintiff got no response or call back from Defendant up until today's date.

j. Exhibit 10. (Please see copy of messages attached)

S. Plaintiff is asking this honourable court for Prayer for relief in this matter as neither party made or showed any interest or remorse that they would pay the Plaintiff back the funds owed. But continued to live their lives as normal as if they have nothing to worry about shown in attached.

k. Exhibit 11. (Please see picture attached)

T. Plaintiff is asking for compensation to be paid in full for pain and suffering financially as both have steady work and both had ample time to have paid the funds back.

AND the Plaintiff claims:

- 1 The sum of CI\$750.00.
- 2 Interest in the sum of CI\$5.55, calculated at the prescribed rate from 28th October 2025 to date.
- 3 Fixed costs of CI\$175.00 alternatively costs to be assessed.



Plaintiff's address for service

Alethea Jackle Cordwell

Cayman Islands

Tel: 

CAUSE NO: SC _____ of 2026

BETWEEN:

ALETHEA JACKIE CORDWELL

PLAINTIFF

AND:

WARREN ORLANDO DAVIS

1st DEFENDANT

AND:

RUSHANE KERN CORDWELL

2nd DEFENDANT**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 not 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 _____, 2026

See Overleaf

PARTICULARS OF DEFENCE

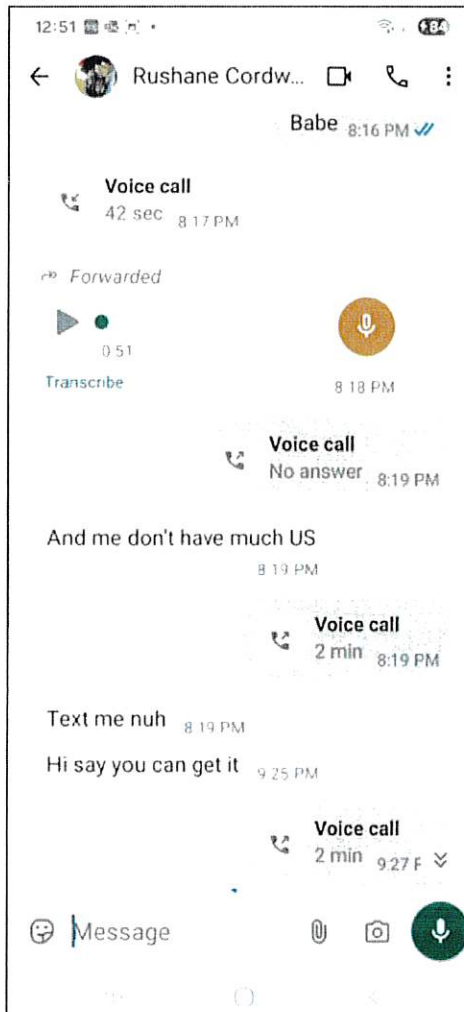
(Here set out in numbered paragraphs, the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

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.

PARTICULARS OF CLAIM EXHIBITS

A. Exhibit 1.



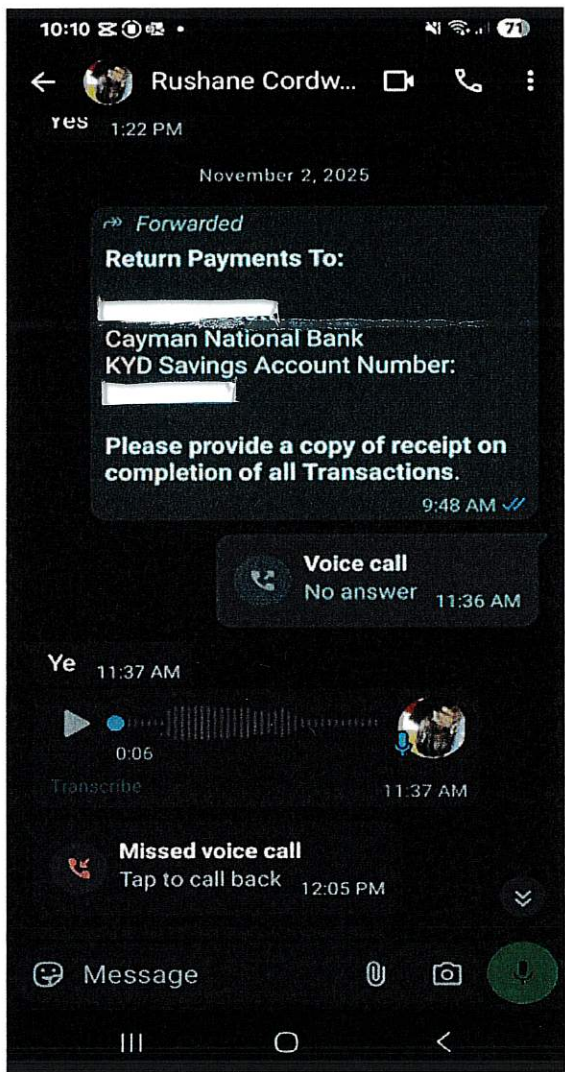
B. Exhibit 2.

(Voice Note available upon Request)

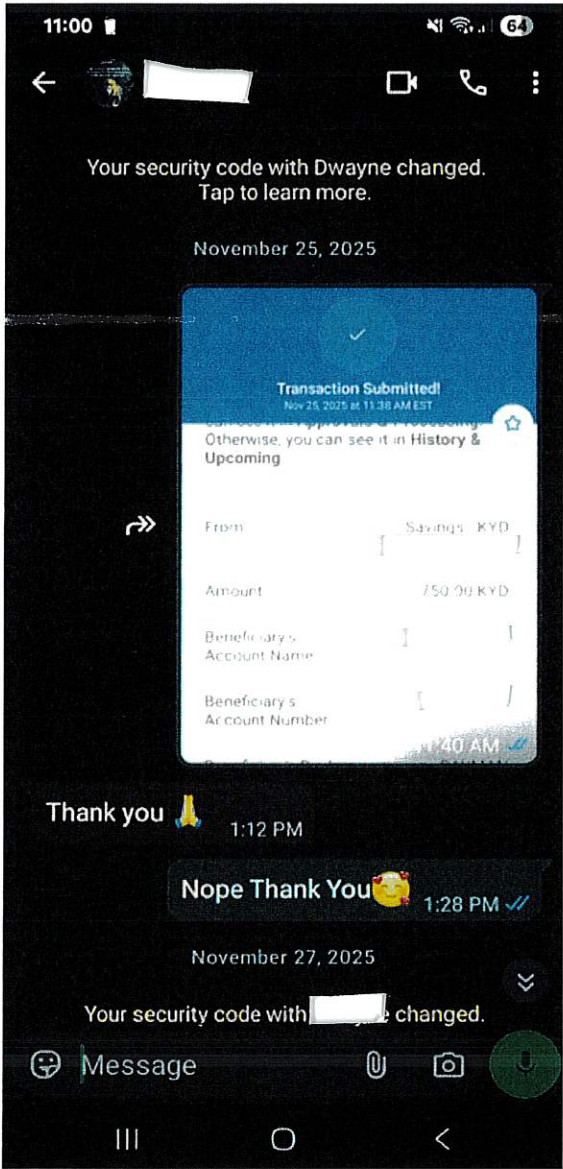
C. Exhibit 3.

Response shown in Exhibit 1.

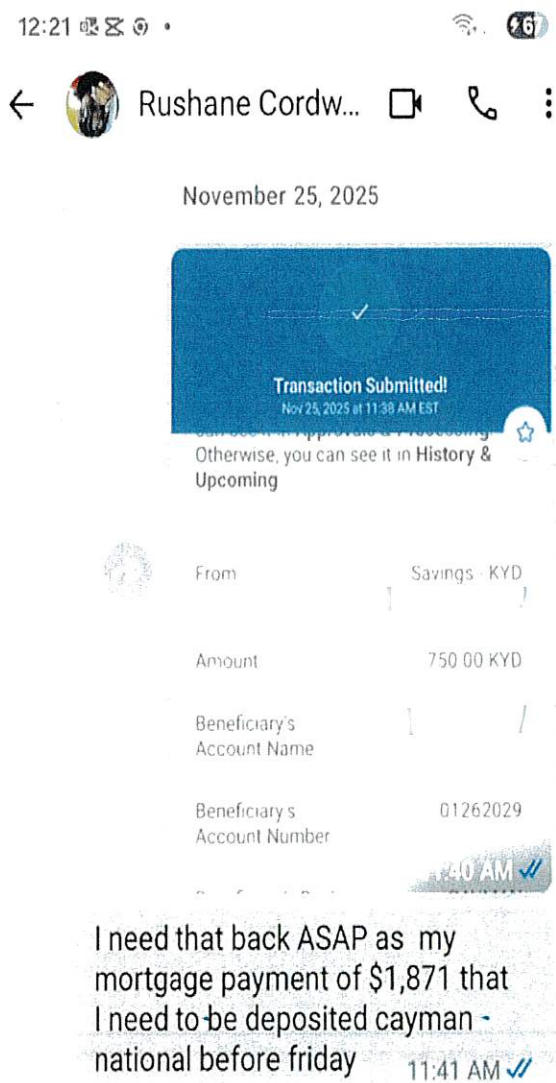
D. Exhibit 4.



E. Exhibit 5

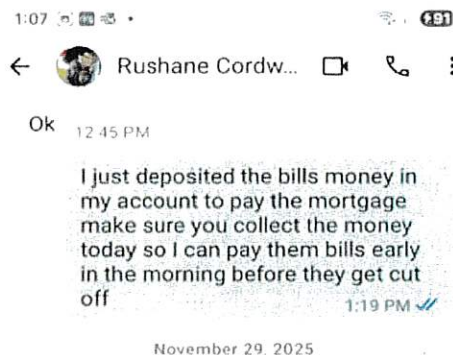


F. Exhibit 6.



G. Exhibit 7.

Part 1.



J Jeffery

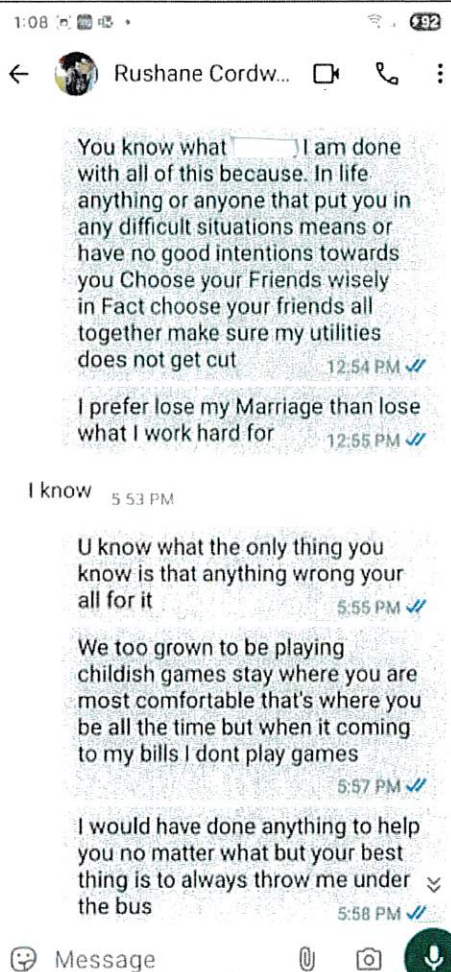
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Message



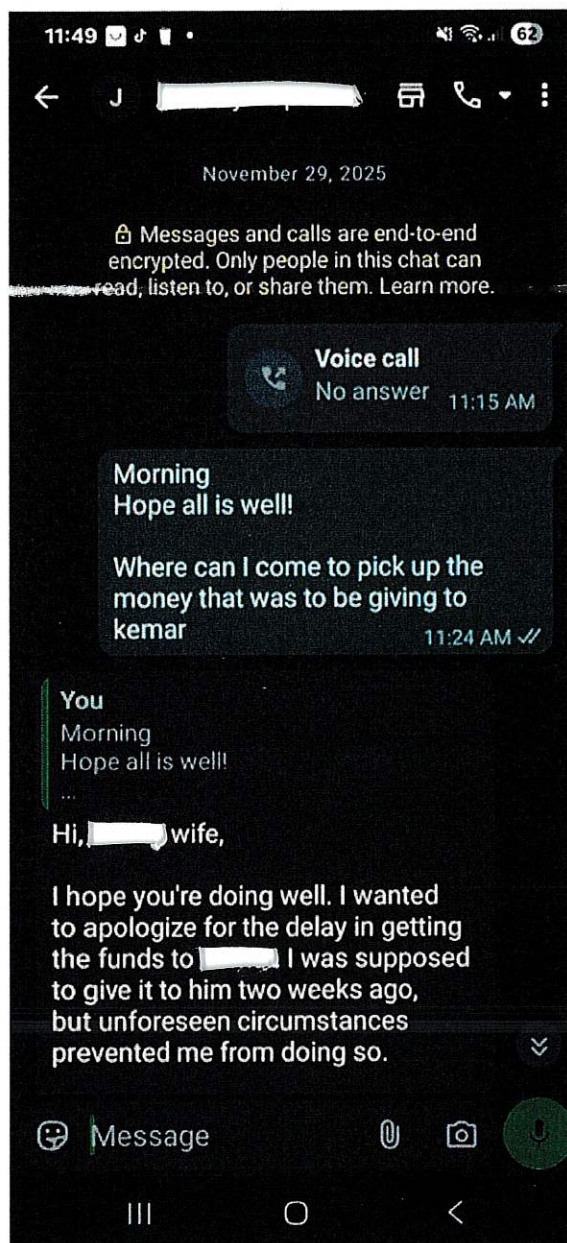
 Message

Part 2.

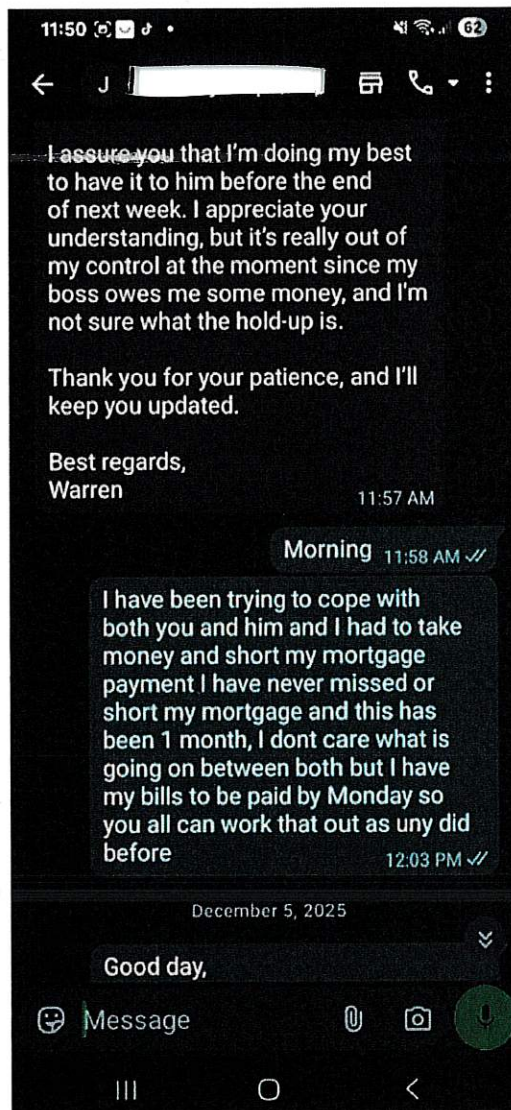


H. Exhibit 8.

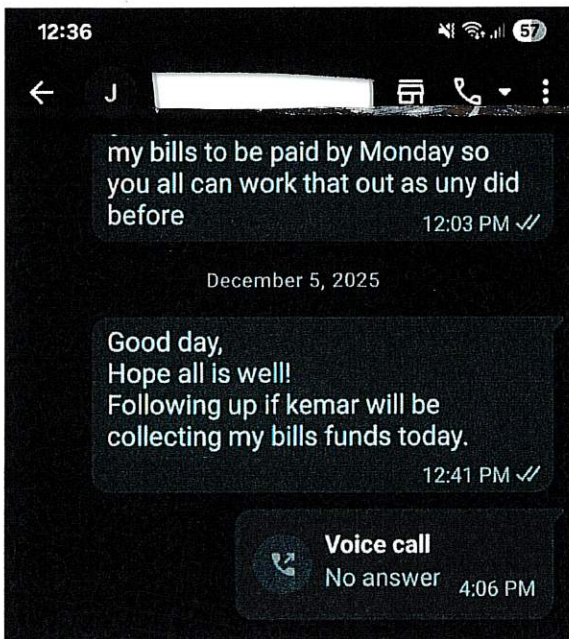
Part 1.



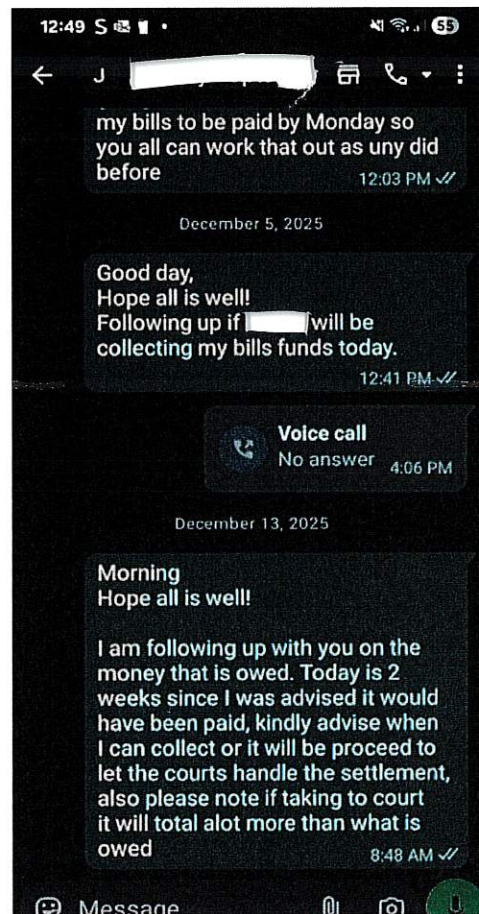
Part 2.



I. Exhibit 9.



J. Exhibit 10.



K. Exhibit 11.

