



SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC OF 2023

ROBERT DAVIS

PLAINTIFF

AND:

DWIGHT HEWITT

DEFENDANT

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PLAINT

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To: **DWIGHT HEWITT**  
**Civil Aviation Authority of the Cayman Islands**  
**205 Owen Roberts Drive**  
**PO Box 10277**  
**Grand Cayman, KY1-1003**  
**CAYMAN 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, 61 Albert Panton Street, P.O. Box 495, KY1-1106, 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 part, you must set out **full particulars of your Defence** in the space provided in the Acknowledgment of Service form.

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

Issued: 25 day of July, 2023

**PARTICULARS OF CLAIM**

1. On 31 October 2022 the Plaintiff and the Defendant entered into a verbal contractual agreement. This contractual agreement was conducted through WhatsApp messages and audio telephone conversations.
2. The Defendant instructed the Plaintiff to transfer the sum of KYD \$10,000.00 from the Plaintiff's personal account to the Defendant's personal at First Caribbean International Bank. The Defendant stated to the Plaintiff that *"this could potentially become a life changing 10K for you!"*.
3. The Defendant initially requested that the Plaintiff transfer the sum of KYD \$10,000.00 to the Defendant's personal account #10466023 at First Caribbean International Bank. Unfortunately, the Plaintiff was unable to use the account to affect the transfer sum.
4. On 10 November 2022 the Defendant send a WhatsApp message to the Plaintiff to transfer the sum of KYD 10,000.00 to his personal account at the Bank of Butterfield. The Defendant sent a message on the same date to the Plaintiff stating: *"best move you will ever make"*.
5. On 11 November 2022 the Defendant confirmed via WhatsApp that the transfer was successful and that he was able to see the funds in his personal bank account. The Defendant later confirmed to the Plaintiff that the funds were going to be transferred to his First Caribbean Bank personal account and transferred to the exchange shortly. The Defendant did not provide any receipt or evidence to the Plaintiff that the Plaintiff's funds were transferred and or used for trading on 11 November 2022.
6. On 15 November 2022 the Plaintiff received a message from the Defendant which stated: *"She calculating nodes, will let you know if we trading tonight"*. The Plaintiff has never

spoken or signed a contractual agreement, verbal or written, with any other individual other than the verbal agreement with the Defendant mentioned in paragraph 1 of this Plaintiff. Again, the Defendant failed to provide any supporting evidence, a screenshot or email evidencing any form of trading being done on the above-mentioned date.

7. On 16 November 2022 the Plaintiff received a WhatsApp message stating *"tonight wasn't bad! Its always 3 per night, once the node is in our favour"*. Again, no proof was ever provided to the Plaintiff, even though the Defendant was asked to provide the same.
8. On 19 November 2022 the Defendant sent a message to the Defendant via WhatsApp which read, *"Cool nu man!! We don't take unnecessary risks"*. The Plaintiff was reassured again by the Defendant that the Plaintiff's money was safe, and no confirmation email or screenshot evidencing trades were conducted was provided to the Plaintiff.
9. The Plaintiff was starting to question the Defendant as to what was happening with the return of funds from the various trades that were being conducted. On 26 November 2022 the Defendant stated, *"we are not in it to lose money...I have increase my capital to be able to trade. With the volatility now its more risky with smaller capital. Hopefully I can raise some more capital soon. But we still safe"*.
10. The Plaintiff was aware of at least two other persons that provided the Defendant with similar funds, so the Plaintiff was now very nervous about the position of the funds transferred to the Defendant on 10 November 2022.
11. The Defendant later confirmed to the Plaintiff that he had a decent bonus package to get, so he was going all in. However, the Plaintiff did not receive any evidence as to what was meant by the said statement. The Defendant never shared any information on a *bonus package* or the amount of *bonus package* to date. The Plaintiff is of the belief that there

was never a *bonus package* and the words spoken by the Defendant had no value or meaning.

12. On 1 December 2022 the Defendant stated to the Defendant *"no man, is since the drop of BTC from \$20k to \$15k, the nodes for the calculation is not in our favor...but I'm working on loading up more cash. She still trade at nights, but I can't with the smaller"*. Again, a third party was introduced in the conversation which the Plaintiff did not know nor did the Plaintiff sign any form of agreement with. The Defendant breached our verbal agreement from the start but was adamant the transferred sum of KYD \$10,000.00 was safe always and the situation was understood and controlled by the Defendant.
13. On the 18 December 2022 the Defendant sent the Plaintiff a message saying he had travelled with a female companion to Qatar. The Defendant mentioned to the Plaintiff that he thought *"she"* had picked up something, which the Defendant later confirmed on 27 December *"you know she catch COVID!! She sends a ticket for me to come look for her next Wednesday.....By then it no contagious"*.
14. The Defendant at all material times was responsible for the funds provided to him by the Plaintiff, not the female he mentions on numerous occasions during WhatsApp communications.
15. The Defendant communicated to the Plaintiff on 16 January 2023, which read *"All good.....I have to liquidate the assets soon; the funds is safe. I will call you tomorrow"*. The Plaintiff had high hopes that the funds would be returned soon. However, the Plaintiff tried to arrange several meetings in person with the Defendant. The Defendant avoided the Plaintiff's offered meeting times and formed various excuses for his availability. The Defendant knew exactly well that the Plaintiff wanted to discuss the true position face to face regarding the funds transferred to the Defendant on 10 November 2022.

16. On 24 February 2023 the Defendant sent a message with profanity describing how he felt, ".....bro, to my core!".
17. On 6 March 2023 very early in the morning the Defendant wrote, *"I can't be in denial anymore! All the hopes I had to see a successful withdrawal just slowly fading. I know this had a severe financial impact on your side too fam, we all had one hope, which was to gain something from this, and we are worse than we started. I'm deeply sorry about this fam! It affect me more than you can imagine"*.
18. The Plaintiff responded to the above messages saying it was very sad and hurting his family financially. However, the Plaintiff stated that that we cannot stay in circles any longer and the question is now for us moving forward. The Plaintiff questioned the Defendant's plans on paying back the transferred funds. The Plaintiff trusted the Defendant and was convinced all was legitimate and the reassurance from the Defendant that the monies were always safe. During this conversation the Plaintiff offered the payment plan to keep the friendship.
19. The Plaintiff and Defendant have been friends for over 15 years and the Plaintiff. The Plaintiff does not believe for a split second that the Defendant traded the funds transferred to his Bank of Butterfield personal account on 10 November 2022. There is and was no evidence provided to the Plaintiff that the transferred funds were being used for trading.
20. It is the Plaintiff belief the Defendant is in breach of the agreement made and that the Defendant used the Plaintiff's fund for his expensive trip to Qatar to impress a female and squandered the transferred fund entrusted to him for his own personal gain and is therefore in breach of the verbal agreement entered in by both parties on 2 November 2022.

21. The Plaintiff has reached out to the Defendant on numerous occasions on the telephone and via WhatsApp messages regarding transferred sum. The Defendant has made no efforts whatsoever to return the transferred funds, and even rejected a payment plan which was offered recently to the Defendant by the Plaintiff.
22. The Defendant maintains an extravagant lifestyle including expensive cars and family vacations as can be seen on the Defendant's WhatsApp profile and on various social media platforms. It is the belief of the Plaintiff that the Defendant has no intention of returning the transferred funds. The Plaintiff did willingly offer the Defendant a payment plan to assist with any hardships the Defendant might be experiencing but was told by the Defendant that the Plaintiff can bring the matter to court.
23. The Plaintiff is a reasonable and fair individual who accepts that there may be unforeseen circumstances that the Plaintiff can experience and was more than willing to work with the Defendant.
24. The Plaintiff at all material times believed the Defendant to be honest and trusted the Defendant to honour the verbal agreement entered between the Plaintiff and the Defendant on 2 November 2022.
25. The Defendant knowingly took advantage of the Plaintiff's friendship and even temperament; received the transferred sum of KYD \$10,000.00 and is in breach of the agreement made between the parties and therefore failed to honour the verbal agreement made on 2 November 2022.
26. The Plaintiff has tried to recover the transferred sum provided to the Defendant on 2 November 2022 but all efforts have been unsuccessful to date.

**AND THE PLAINTIFF CLAIMS:**

1. The sum of KYD \$10,463.00
2. Interest in the sum of CI\$238.00 calculated at the prescribed rate from 10 November 2022 (146 days) to date.
3. Interest to be continued until this matter is settled in the amount of  $[CI\$10,000.00 \times 2.38\% = CI\$238.00 \div 12 = CI\$19.38 \div 30 \text{ days} = CI\$0.66 \text{ per day}]$ .
4. Fixed costs of \$175.00 + CI\$50.00 (service in George Town), alternatively costs to be assessed.

DATED: 25 July 2023



**Robert Davis**  
Plaintiff

TO: The Clerk of the Court

AND TO: DWIGHT HEWITT  
Civil Aviation Authority of the Cayman Islands  
205 Owen Roberts Drive  
PO Box 10277  
Grand Cayman, KY1-1003  
CAYMAN ISLANDS

This **PLAINT** was issued by Robert Davis, whose address for service is #39 Kimera Way, Savannah, Newlands, PO Box 604 BT, Grand Cayman KY1-1603, Cayman Islands.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO.: SC OF 2023

BETWEEN:

ROBERT DAVIS LTD.

PLAINTIFF

AND:

DWIGHT HEWITT

DEFENDANT

\_\_\_\_\_  
**ACKNOWLEDGMENT OF SERVICE**  
\_\_\_\_\_

1. State the Defendant's name and address:

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

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

yes  no

Service of the Plaintiff is acknowledged accordingly

\_\_\_\_\_  
Defendant's signature

DATE:

*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 for, or is not liable for the full amount claimed.)*

1.

2.

3.

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Defendant's signature

**REMINDER:** This form must be taken to or sent to the Court Office, Law Courts, 61 Albert Panton Street, P.O. 495, Grand Cayman, KY1-1106, within 14 days of receipt otherwise default judgment may be entered against you.