

## **Particulars of My Complaint Against Leodean Worrell & Jalisa Watson**

*References to page numbers in this document are references to the documents that are attached in the bundles number 1-19*

- Misappropriated my funds using false excuse to do so.
- Refused to send the proceeds of the sale of my property to me in a way that I could access it. The sale having completed before the 19<sup>th</sup> July 2024 and as at the date of completing this document I still do not have my money. Three months later.
- Used insulting and abusive language to me in her messages to me and her correspondence with me.
- Threatened the welfare of my then 11-year-old child.
- Deliberately set out to cause me loss and distress and succeeded in doing so.
- Misled me about how much of my money I am allowed to take out of the Island.

(1) I write to make a formal complaint against Leodean Worrell and associate Jalisa Watson.

(2) The sale of my property completed at the beginning of July 2024, and I am yet to receive the money. The property sold for \$1050000 bds. These Attorney has made several Attempts to keep my money and Leodean Worrell has been aggressive and abusive and set out to cause deliberate loss and distress each time I raise a concern. My property has been sold for approximately 3 months and I have still not received the proceeds of the sale.

### **Background**

(3) I had one sale fall through in 2022 when I was in Barbados, I was there with my little girl on a welcome stamp. As I intended to sell the property again, I had the attorney keep the papers.

(4) I agreed a sale of the USD equivalent on \$1,005,000BDS in March 2024. I then contacted Leodean Worrell to check whether she was still in business as a number of other e-mails had gone unanswered. She said that she was still in business. We spoke and I instructed her that I dropped the price of the property dramatically for a quick sale. The sale which fell through was for 650,000USD.

(5) I explained that I did this because I need the money urgently. The buyer is a local man and the manager of a local Bank CIBC. He had a cash deposit and was receiving a mortgage from his own bank. To expedite matters, he had agreed to use the same Attorney as his bank, the Attorney was Fiona Hinds.

(6) I instructed Leodean, that I was no longer in Barbados so the money had to be sent to the UK to me and I will provide the instruction for it to be sent to me once the sale had completed. I also explained that the sale was in USD because, I cannot accept Barbados dollars in the UK. She again explained that even though the sale will be completed in local dollars, the money would be sent to me in USD. I also informed her that I did not have a local bank account.

### **Ian Bishop**

(7) I think it is important at this stage to point out that I had come to mistrust Attorneys in Barbados because when I bought the property in 2007, I used Ian Bishop. Mr Bishop took the money for the taxes for himself and did not register the property in my name. When I came to sell the property, I realise that this was the case.

(8) It took a lot of stress and effort to rectify this. Leodean Worrel was then recommended to me by a local person Edward Gibson, as a lawyer who would look after my interest. This was in approximately 2017. As Leodean was recommended I felt that I could trust her.

### **When I First Had Concerns.**

(9) The land tax office sent a figure that was not correct, and Jalisa Watson was asking whether she should just pay the figure. The sum was so large that I said, you need to make some enquiries first. I cannot pay this large sum with no way of getting it back. Jalisa appears not to be doing much. I therefore e-mailed Leodean Worrell on the 19<sup>th</sup> June 2024. I explained to her that I need her to take over from Jalisa Watson, she was after all the owner of the firm and the reason that I instructed the firm.

(10) In the e-mail on the 19<sup>th</sup> of June, I explained to her that as a lawyer myself, I understand the issues that can arise in legal practice. I explained my background and reminded her of how I came to instruct her. I also explained in that e-mail that I had plans to practice in Barbados, but this was put on hold because of Warren Motley's death. I impressed upon her that I did not want to cause a fuss. I ask her to take over dealing with the sale so that it can be done as soon as possible.

- (11) There were a few short exchanges of e-mail with Jalisa been unhappy with my e-mail of the 19<sup>th</sup> of June 2024 to Leodean Worrell. I responded saying that I did not want to engage, I just need the sale to complete. Jalisa's e-mail appears to be threatening to delay my sale and that made me feel very uncomfortable.
- (12) On the 24<sup>th</sup> of June 2024, I received a very unpleasant e-mail from Leodean Worrell telling me that I was desperate and insecure and just wanted to appear powerful. This was very shocking to me as I have never met her in person. None of my e-mail was of that nature and she was my Attorney selling my property for me. Please see attached a copy of her e-mail at **Pages1-2**.
- (13) I realised then that I needed to do everything that I could to conclude the sale without upsetting her. I therefore did not respond to the abusive element of the e-mail initially. I sent an e-mail, see attached at **Page 3**, setting out what I needed her to do and ask that the transaction be completed immediately.
- (14) I then responded to the abusive nature of her e-mail and informed her that her e-mail was abusive. See my reply attached at **page 4**.
- (15) I heard nothing further from Leodean and my correspondence with Jalisa continued. I realised that if I try to change Attorney at that stage they would hold on to my papers.
- (16) On the 28<sup>th</sup> June, I had just arrived home from school with my daughter. She was sitting next to me on the Sofa when the home phone rang. It was Leodean Worrell, she was very cross. I had no idea what made her so cross. She was also shouting so very loudly that my 11-year-old could still hear her through the receiver.
- (17) I tried to calm her down and ask what this was about, but her abuse just kept going. For some reason she focused on attacking my mental capacity. She told me that I was Fxxxxx mad, she told me that if I had family, they should seek help for me. She said that I should be sectioned.
- (18) I was shell shocked, I managed to get a word in and said that you are losing control of yourself, please stop. I thought that she had had a mental breakdown. She then hanged the phone up. I thought about things for a while. I knew that I needed to move from the firm, but I was worried that she would not give me my papers.

- (19) I then e-mailed her on the same day, see my e-mail at **Page 5**. She responded telling me that I was so mad that I should not have a child with me and that she was going to contact social service in the UK. See her e-mail at **Page 6**
- (20) The sale of the property was about to close and changing Attorney would only delay things. I felt abused and vulnerable, this is a very large sum of money, I had contracted with my daughter's school to pay the fees in advance before the VAT came into force.
- (21) I therefore wrote to the Attorney for the buyer and ask if she could take over the sale for me. I knew that it was perfectly ok for the same Attorney to act for the buyer and the seller. Please see attached a copy of my e-mail to Fiona Hinds, the Attorney for the buyer, **Page 7-8**.
- (22) The buyer's Attorney did not respond so I wrote to Leodean and told her that I did not want her to do any more work on the case, **Pages 9-11**. I asked her to tell me what she was going to do next, and I will take a decision what to do. Her firm ignored the e-mail and kept working.
- (23) I thought that the easiest way was to have her conclude the sale. I spoke to the person who recommended me to her and to some other people about my concerns that she was mentally unwell. The other alternative was that she was planning to steal my money. I made plans to come to Barbados for a week then extended for two weeks to ensure that the transaction concluded before I left the Island.
- (24) Before I left the UK, I arrange a telephone call with Jalisa Watson which I recorded. I still have the recording on my phone call and will happily send it to you if you provide a WhatsApp number.
- (25) She told me that I could only get \$100,000Bds of my money per year. This would mean that it would take nearly a decade to get the money to me. I challenged her and she put me on hold on the phone then changed her advice.

## **My Arrival in Barbados**

- (26) Before I arrived in Barbados, I instructed Leodean to make 3 cheques for me to collect locally and the remainder of the money, about \$950,000bds I thought, to be transfer to me via bank transfer. I send the bank details via email and informed them that for security purposes, I would phone to confirm it.
- (27) I arrived in Barbados on the 19<sup>th</sup> of July and the sale had concluded by then. I instructed her to transfer the remainder of my money. Leodean obtained Central Bank Permission and said that she would send the money.
- (28) I was in Barbados until Thursday 1<sup>st</sup> August. The day before I left, I phoned the firm each day before I left to check that they had transfer the money and I was told that they have obtained central bank authority and had instructed their bank to do the transfer, but the money had not arrived and I was not provided with a receipt. I had no reply, I knew that they were ignoring my phone calls. I therefore had Mr Gibson telephone the firm and he was told that, the Bank had already received instructions to transfer my money.
- (29) After they spoke to Mr Gibson, Jalisa sent me a very flippant e-mail telling me that the following day would be a holiday in Barbados so I could continue to phone the office if I wanted to, but no one would answer. I rang the Republic Bank to ask how long it took for money to be transferred when requested by a customer. I was advised by the Bank that they act immediately upon receiving a request.
- (30) When I arrived in the UK on the 2<sup>nd</sup> August I e-mailed Jalisa and informed her that she had misled me and that if she had requested the transfer it would have happened immediately because that is what the bank told me. Jalisa disputed this and sent an e-mail from the bank saying that they were trying to organise the funds to send to me.
- (31) On the 5<sup>th</sup> August I had the opportunity to look at the completion statement and saw that they had deducted large sums that they were not entitled to. When I informed Leodean that she had overcharged me and that this was misappropriation of my funds. She said that she had terminated the client lawyer relationship because of my behaviour, that she had cancelled the central bank authority and that she would send a banker's draft in Barbados dollars to the UK.

(32) Leodean was told before I instructed her, that the money had to be transferred to me, I had no account in Barbados and no bank in the UK would cash a cheque in Barbados dollars. When she threatened to send the bankers draft, I reminded her that this would be the equivalent of sending me a blank piece of paper. She went ahead and send the cheque any way, she told me that it is on the way via FEDEX.

(33) I even ask that the draft be paid to a local person who can place it in their account and send it to me. I asked that, if she insisted on providing a draft, she should make the draft payable to Mr Gibson because there was no used sending it to the UK, I was not at the address that she was sending it and this would only cause delay and damages. Leodean ignored that too.

(34) The draft was not for the full amount of my money, and she said that she would not be responding to any further e-mails. Before the banker's draft in Barbados dollars was sent to me Leodean knew that I could not cash it. When she threatened to send the draft in Barbados dollars, I sent her e-mails saying that this was no use to me. Please see the e-mail chain at **Pages 12-19**. Leodean clearly intended to cause the maximum inconvenience and distress. This is because she cancelled the Central Bank permission which means that even if the Banks in the UK could have cashed the draft, I would not have the permission to take the money out of the Island.

(35) This is just a brief outline of my interaction with Leodean, most of it has been via e-mail, I therefore have evidence for everything that I have said. Therefore, if you require any further e-mail evidence, I can produce it.

**Position Since the Bankers Draft Was Sent to Me.**

(36) I still have not had my money. Leodean passed my personal details to her bank manager at republic Bank. I informed the bank that I would return the Barbados dollars draft, and they should send a USD draft. The bank informed me that their customer Mrs Worrell forbid them from doing so.

(37) I explained that as a draft has been issued the money is now in their reserve account. They said that they could send the money in USD, but they need Mrs Worrell permission, and she refused to give them permission and had instructed them that the only way to give me the money was if I attend the bank to cash the

draft. The Bank manager in her e-mail told me “I would not advise you to take it in cash for security reason”. Both Mrs Worrell and her Banker knew that I was British and needed my money in the UK, the remark was mocking.

**(38)** I approached the Bank of England and Lloyds Bank. No one could assist. I reported the Republic Bank to the Central Bank of Barbados.

### **Damages to Me.**

(39) I have so far lost £175,000 as a result. The damage to my financial standing is not something that I can calculate or assess because I have not been in this situation before. As I knew that my sale had concluded I used my AMEX card to its maximum £32,000. AMEX agreed to wait because there was a delay.

(40) Having waited and waited they eventually close my account because I was not able to give them a date. The same thing happened with my Accounts, with Lloyds, John Lewis, Tesco Bank and Virgin Money. My financial records are in ruins. My financial reputation is ruined.

### **Leodean's Husband**

(41) I have spoken to several Attorney's most of whom appear to be afraid of Leodean. One Attorney told me that her husband would thwart any attempts to bring action against her. I was advised that even though he was a criminal court Judge “Barbados is small, and everyone knows everyone”, this is a remark that I have heard repeatedly.

(42) I was told that I may need to find a very large firm who had the power and who are less likely to be cowed. I was advised that even then, Leodean connection could mean that my case is not heard for decades.

**(43)** I was told that Barbados was not the UK and that corruption in Barbados is not seen as corruption it is normal. I have refused to accept that. That is the reason that I have submitted this complaint and trust that it will be dealt with irrespective of Leodean Worrell and her connection.

## **Conclusion**

(44) I loved Barbados and I felt safe there. That is why as a young woman in 2007, I used \$1,000,000BDS of my money to invest in the Island. I thought that one day I could live there. I have also encouraged many people to visit and to invest and several have. I therefore will not relent until I am paid and compensated. I need to have my money from the sale of my property and be compensated and to be compensated for the damaged that I have been cause, nearly all of which was deliberate.

D.E.P. Baker

14<sup>th</sup> October 2024