

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

DIAMONDROCK HOSPITALITY COMPANY,
DIAMONDROCK FRENCHMAN'S OWNER, INC.,

Plaintiffs,

v.

CERTAIN UNDERWRITERS AT LLOYD'S OF
LONDON SUBSCRIBING TO POLICY NUMBERS
PRPNA1700847 AND PRPNA1702387, THE
PRINCETON EXCESS AND SURPLUS LINES
INSURANCE COMPANY, UNITED STATES FIRE
INSURANCE COMPANY, XL INSURANCE
AMERICA, INC.

Defendants.

CASE NO. ST-18-CV-399

ACTION FOR DECLARATORY
RELIEF AND MONEY
DAMAGES

JURY TRIAL DEMANDED

Cite as 2019 V.I. Super 29 U

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CARTY, RENÉE GUMBS, JUDGE

MEMORANDUM OPINION

THIS MATTER is before the Court on the Defendants' Motion to Dismiss or Stay Plaintiffs'

Complaint filed on November 30, 2018. The relevant defendants for the purposes of this motion are XL Insurance America ("XL"), Certain Underwriters at Lloyd's Subscribing to Policy Numbers PRPNA1700847 and PRPNA1702387 ("Lloyd's"), and United States Fire Insurance Company ("USFIC") (collectively, the "Insurers" or "Defendants"). For the purposes of this motion, this Court will not consider Princeton Excess and Surplus Lines Insurance Company ("Princeton Excess") a part of the motion to dismiss since it filed an Answer to Plaintiffs' Complaint on November 30, 2018.

I. PROCEDURAL BACKGROUND

Plaintiffs DiamondRock Hospitality Company ("DRH-parent") and DiamondRock Frenchman's Owner, Inc. ("DRFO-subsiary") are collectively referred to as DiamondRock. DRFO's principal place of business is in St. Thomas, USVI. (Complaint ¶10). DiamondRock Hospitality Company's principal place of business is in Bethesda, Maryland. *Id.*

Defendant XL is a corporation organized in Delaware, with its principal place of business in Stamford, Connecticut. (Complaint ¶11). Defendants Lloyd's are individuals and companies engaged in underwriting insurance with their principal place of business in London, England. *Id.* at ¶12. Defendant USFIC is a corporation organized in Delaware with its principal place of business in Morristown, New Jersey. *Id.* at ¶13.

On August 13, 2018, the Plaintiffs brought a breach of contract action against the Defendants. On November 30, 2018, Defendants filed a Motion to Dismiss and Memorandum of Law in Support of their Motion to Dismiss the Complaint or Stay the Action. On December 20, 2018, DiamondRock filed an Opposition to Defendants' Motion. On January 14, 2019, Defendants filed a Reply and on February 28, 2019, this matter came on for a hearing on the motion. For the following reasons, this Court will deny the Defendants' motion.

II. FACTUAL BACKGROUND

a.) Events Leading up to Claim

DRH owns Frenchman's Reef Marriott and Morning Star Marriott Beach Resort (collectively "the Resort") which both properties are located in St. Thomas, USVI. Defendant XL is an insurance company that provides insurance policies to insureds to cover for catastrophic losses due to hurricanes, earthquakes, floods, etc. (XL Policy). In 2016, XL provided DRH an insurance policy for disaster relief. In early 2017, XL sold Policy No. US0001841PR17A to DiamondRock with an effective date from April 1, 2017 to April 1, 2018. (XL Policy 3). DiamondRock purchased several policies from different companies. The total amount afforded by all of the policies collectively is \$361 million in limits consisting of various primary and excess insurance. *Id.* at 4. XL bears approximately \$209.56 million in liability for insurance loss or 75.5%. *Id.* The other companies carry a combined total of approximately \$151.44 million in liability. XL's insurance policy provides coverage for all 32 of DRH's properties that are located in Arizona, California, Colorado, Florida, Georgia, Illinois, Massachusetts, Maryland, New York, Texas, Utah, USVI, Vermont, and Washington, D.C. (Endorsement No. 15). Two of those properties include Frenchman's Reef Marriott and Morning Star Marriott Beach Resort. *Id.* The policies cover insurance for costs of repairs and lost income. (XL Policy 8, 11, 13, 29-30 and Declarations 15).

On September 6, 2017 and September 20, 2017, Hurricanes Irma and Maria struck St. Thomas, respectively, which caused substantial property damage to the Resort. *Id.* at ¶ 33-34. On March 6, 2018, DiamondRock submitted its initial insurance claim to Defendants' designated claims adjuster, VeriClaim, Inc., for alleged losses by both hurricanes. *Id.* at ¶ 44. Over the next few months, Defendants responded to DiamondRock's claim by providing them with a "like kind and quality loss

measure schedule” that calculated the damages Defendants believed DiamondRock was entitled to. *Id.* at ¶ 47-49. On May 25, 2018, Defendants issued DiamondRock a letter prepared by J.S. Held (Defendants’ building consultant), in which they concluded that no code upgrades are required in the repair of the property. *Id.* at ¶ 49. Out of dissatisfaction, DiamondRock requested that J.S. Held and Construction Consulting Associates (“CCA”) DiamondRock’s building consultant, convene so that both parties can discuss their scope of damage repair. *Id.* at ¶ 50. Around the same time, Defendants procured Engineering Systems, Inc. (“ESI”), a structural engineering firm, to provide them with a second opinion on whether code upgrades were required.

On June 1, 2018, Defendants stated that DiamondRock would not initiate reconstruction work at the site until Defendants completed their reinspection. *Id.* at ¶ 50. Although J.S. Held returned to the site the week of June 4, 2018, neither J.S. Held nor ESI, as DiamondRock alleges, were willing to engage in a serious exchange of views or negotiation with CCA. *Id.* at ¶ 51. On July 3, 2018, DiamondRock wrote to Defendants expressing their concerns with their adjustment of the claim and demanded that a meeting occur no later than July 19, 2018. *Id.* at ¶ 52. On July 16, 2018, the United States Virgin Islands Department of Planning and Natural Resources (“V.I. DPNR”) issued a permit that required substantial building code upgrades for key repairs to the main building to meet current code. *Id.* at ¶ 54. On July 31, 2018, Defendants submitted to DiamondRock a revised repair estimate leaving the parties in disagreement. *Id.* at ¶ 55.

Next, on August 13, 2018, DiamondRock filed a Complaint for Declaratory Judgment and Breach of Contract Action in the Virgin Islands. Thereafter, on September 28, 2018, Defendants filed a suit in the New York County Supreme Court of the State of New York seeking a declaration of the parties’ rights and obligations. On October 30, 2018, Plaintiffs filed a notice of removal to the United

States District Court for the Southern District of New York.

b.) The Forum Selection Clause

At issue is whether the Virgin Islands is the proper venue to hear this case based on the forum selection clause included in XL's policy to DiamondRock. The insurance policy contains policy declarations, notices, and 15 endorsements attached to the back and incorporated into the policy. The forum selection clause is placed in Endorsement¹ No. 7 of XL's Policy, which designates New York as the forum to resolve any legal issues that may arise. (Endorsement No. 7). The language, in relevant part, provides as follows:

"In the event that any disagreement arises between the Insured and the Company requiring judicial resolution, the Insured and Company agree that any suit shall be brought and heard in a court of competent jurisdiction within the State of New York. The Insured and the Company further agree to comply voluntarily with all the requirements necessary to give such court jurisdiction."

"The insured and the Company further agree that New York law shall control the interpretation, application, and meaning of this contract, whether in suit or otherwise."
Id.

III. LEGAL DISCUSSION.

A. Lack of Proper Venue and Failure to State a Claim Upon Which Relief Can Be Granted.

Under Virgin Islands law, a motion to dismiss based on a forum selection clause is treated either as a motion to dismiss for a lack of proper venue² or failure to state a claim upon which relief can be granted.³ Virgin Islands Rule of Civil Procedure 12(b) states:

¹ *CNA Intern. Reinsurance Co. v. CPB Enterprises, Inc.*, 982 F.Supp. 831, 833 (S.D. Ala. 1997) (An endorsement is a change to the policy that becomes part of the policy and is integral in the determination of the policy's coverage); *Adams v. Explorer Ins. Co.*, 132 Cal.Rptr.2d 24, 32 (Cal. Ct. App. 2003) (Endorsements on an insurance policy form a part of the insurance contract [citation], and the policy of insurance with the endorsements and riders thereon must be construed together as a whole).

² V.I. R. Civ. P. 12(b)(3); *Resqwest-axiom Servs., Ltd. v. Cruz Bay Watersports, Inc.*, 2016 WL 7077865 at *2 (V.I. Super. Ct. Dec. 5, 2010).

³ V.I. R. Civ. P. 12(b)(6); *Neon Construction Enterprises, Inc. v. International Bonding and Construction Services, Inc.*, 2012 WL 3111748, at *1 (V.I. Super. Ct. July 25, 2012).

“Every defense to a claim for relief in any pleading must be asserted in the responsive pleading if one is required. But a party may assert the following defenses by motion: (3) improper venue; and (6) failure to state a claim upon which relief can be granted.

In deciding these motions, the court may consider “documents incorporated by reference into the pleadings and documents attached to the pleadings as...part of the pleadings.”⁴ The court must accept all well-pleaded allegations in the complaint as true and view them in the light most favorable to the plaintiff in considering whether the complaint should be dismissed for failure to state a claim upon which relief can be granted.⁵ The issue is not whether the plaintiff will ultimately prevail, but whether the claimant is entitled to offer evidence to support the claim.⁶

B. DiamondRock has Demonstrated an Overriding Reason to Invalidate the Presumptively Valid Forum Selection Clause.

Forum selection clauses are presumptively valid unless: 1.) the clause is a result of fraud or overreaching, 2.) some strong Virgin Islands public policy would be violated if the clause is enforced, or 3.) the opponent to the enforcement of such a clause would be forced to litigate in a jurisdiction that would be so seriously inconvenient to the opponent that it would be unreasonable.⁷ DiamondRock does not argue that the clause was constructed from fraud or an overreach. Neither has it presented any evidence thereto. The court did not discuss the third prong: whether the forum selection clause was gravely inconvenient because the clause has been invalidated on the basis that it violated public policy under Title 22 V.I.C. §820(a). This court will only address the second prong: public policy.

This section of our analysis requires statutory interpretation. The first step in statutory

⁴ *Williams v. Seaborne Virgin Islands, Inc.*, 2010, WL 7371480, at *1 (V.I. Super. Ct. Nov. 3, 2010).

⁵ *In re Tutu Water Wells Contamination Litig.*, 40 V.I. 279, 288 (1998).

⁶ *Espinosa v. Gov't of the Virgin Islands*, 20 V.I. 78, 83 (1983).

⁷ *Foster v. Chesapeake Insurance Co.*, 933 2d 1207, 1219 (3d Cir. 1991) (Chesapeake admits that by the clause it waived any claim to inconvenience of forum); *Danielson v. Tropical Shipping and Construction Co., Ltd.*, 2017 WL 675178, at *3 (D.V.I. Feb. 15, 2017); *See Citibank, N.A. v. Chammah*, 44 V.I. 85, 92 (Terr. V.I. 2001).

interpretation is understanding the plain meaning of the statute.⁸ Discerning the plain meaning of the statute requires the court to look at the text where the legislature's intent has been expressed in reasonably plain terms.⁹ The statute ought to be construed so that, if it can be prevented, no clause, sentence, or word shall be superfluous, void, or insignificant.¹⁰ The plain meaning of the statute controls unless the statutory language is ambiguous or leads to absurd results.¹¹ Where the language is ambiguous or application of its plain meaning would lead to absurd results, the court will use legislative history and case law to ascertain its meaning.¹²

Under Title 22 V.I.C. §820(a), forum selection clauses are not enforced when the subject matter of an insurance policy is in the Virgin Islands.¹³ In relevant part the statute provides:

(a) *No insurance contract delivered or issued for delivery* in this territory and covering subjects located, resident, or to be performed in this territory, shall contain any condition, stipulation, or agreement which—

(1) requires it to be construed according to the laws of any other territory, state, or country except as necessary to meet the requirements of the motor vehicle financial responsibility laws of such other territory, state or country;

(2) deprives the courts of this territory of the jurisdiction of action against the insurer;...
Title 22 V.I.C. §820(a).

There is no dispute that the forum selection clause deprives the Virgin Islands courts of jurisdiction. The issue is whether the insurance contract was either “delivered or issued for delivery” within the plain meaning of the statute. To determine this requires extrapolating the meaning of that phrase.

⁸ *Government of Virgin Islands v. American Federation of Teachers*, 48 V.I. 30, 36 (V.I. Super. Ct. 2006).

⁹ *Abdul-Akbar v. McKelvie*, 239 F.3d 307, 313 (3d Cir. 2001).

¹⁰ *TRW Inc. v. Andrews*, 534 U.S. 19, 31 (2001).

¹¹ *Id.*; *In re WW Warehouse, Inc.*, 313 B.R. 588, 592 (Del. Bankr. L.R. 2004) (Differing court interpretations of a statute is evidence that the statute is ambiguous and unclear).

¹² *In re Lenton*, 358 B.R. 651, 656 (Bankr. E.D. Pa. 2006).

¹³ *Neon Constr. Enterprises, Inc. v. Int'l Bonding & Constr. Servs., Inc.*, 2012 WL 311748, at *7 (V.I. Super. Ct. July 25, 2012).

Virgin Islands courts have only had the occasion to confront this statute a few times. At the territorial level, the court in *Neon Construction Enterprises, Inc. v. International Bonding & Construction Services, Inc.*, 2012 WL 311748, at *7 (V.I. Super. Ct. July 25, 2012), invalidated the forum selection clause because the subject matter of the agreement revolved around securing performance bonds in connection with the Virgin Islands government-sponsored construction project.¹⁴ Likewise, the court in *Hubschman v. Mutual Insurance Company of New York*, 11 V.I. 8, 12 (V.I. Mun. 1974), concluded that the defendant's application of New York law in interpreting the grace period included in the contract violated public policy. The court considered that although the defendant was a New York corporation, it was licensed to do business in the Virgin Islands and submitted the policy to a resident in the Virgin Islands; therefore it must comply with Virgin Islands insurance law.¹⁵

At the federal level, the court in *B.A. Properties, Inc. v. Aetna Cas. & Sur. Co.*, 273 F. Supp. 2d 673, 680 (D.V.I. 2003), applied a multifactor conflict of law test to determine that Virgin Islands law applied because the insurance policy covered a property located in the Virgin Islands.¹⁶ The court deemed it irrelevant that the vast majority of the properties covered under the policy resided in California, including the plaintiff, because the policy intended to cover risks that would occur in the Virgin Islands.¹⁷

In other jurisdictions that include similar statutes, the authority is equally split in ascertaining whether the phrase "delivery or issued for delivery" was intended to include places

¹⁴ *Neon Constr. Enterprises, Inc.*, 2012 WL 311748, *1-2 (Defendant agreed to act as a surety for the plaintiff on this project).

¹⁵ *Hubschman*, 11 V.I. at 12. (No forum selection clause or choice of law clause was included).

¹⁶ *B.A. Props., Inc.*, 273 F. Supp. 2d at 680 (the policy did not include a forum selection or choice of law clause).

¹⁷ *Id.* at 676, 680; *see also B.A. Props. Inc. v. Aetna Cas. & Sur. Co.*, 221 F. Supp. 2d 592, 593 (2002) (Plaintiff's principal place of business at the time was in California).

where the policy covered the risks or where the policy was actually delivered.¹⁸ In Washington, Florida, and New York, those courts concluded that the terms “delivered or issued for delivery” meant where the risk was located as opposed to the place where the policy was actually delivered.¹⁹ As a matter of public policy, the courts construed the statutes liberally in order to effectuate the purpose of providing a remedy for the victims in their respective states.²⁰ Conversely, the Maine, Arizona, and Vermont courts interpreted the phrase “delivery or issued for delivery” literally.²¹ The fact that the insurance providers were licensed to sell insurance or covered for risks in the state is immaterial.²²

This Court concludes that the forum selection clause violates public policy. The subject matter of the contract entails an insurance policy that covers 2 properties in the United States Virgin Islands. Moreover, the insurance policy was delivered or issued for delivery in the

¹⁸ *Pierzchalski v. Northbrook Prop. & Cas. Co.*, 1990 WL 127604, at *4 (9th Cir. 1990); *Jorgenson Forge Corp. v. Ill. Ins. Co.*, 2014 WL 12103362, at *7 (W.D. Wash. June 17, 2014); *Nelson v. CGU Ins. Co. of Can.*, 2003 U.S. Dist. LEXIS 5924 *10-11 (U.D. Me. 2003); *Carlson v. Am. Int'l Group, Inc.*, 89 N.E.3d 490, 501 (N.Y. 2017); *McGoff v. Acadia Ins. Co.*, 30 A.3d 680, 682-683 (2011); *Aperm of Fla., Inc. v. Trans-Coastal Maint.*, 505 So. 2d 459, 461-62 (Fla Dist. Ct. App. 1987).

¹⁹ *Jorgenson*, 2014 WL 12103362, at *1,*7 (Holding that constructive delivery was sufficient even though the policy was delivered in Ohio and issued in Illinois); *Carlson*, 89 N.E.3d at 500-01 (Holding that the insurance claim applied even though the policy was delivered to defendant's headquarters in Washington and Florida); *Aperm of Fla., Inc.*, 505 So. 2d at 461-462 (Holding that the attorney's fees provision in the statute applies even though the policy was issued in South Carolina).

²⁰ *Carlson*, 89 N.E.3d at 500-01 (Holding that the statute NY CLS Ins § 3420 is to be construed liberally since it was created for the common good against tortfeasors and subsequent amendments purports to expand the remedy); *Jorgenson*, 2014 WL 12103362, at *1 (citing *State, Dept. of Transp. v. James River Ins. Co.* when interpreting the phrase “jurisdiction of action against the insurer” demonstrates the legislature's intent to protect the right of policyholders to bring an original “action against the insurer” in the courts of this state); 292 P.3d 118, 123 (Wash. 2013); *Aperm of Fla., Inc.*, 505 So. 2d at 461-462.

²¹ *Pierzchalski*, 1990 WL 127604, at *4 (Declaring that the policy was issued for delivery in Illinois and delivered at the person's address in Wisconsin); *Nelson*, 2003 U.S. Dist. LEXIS 5924 at *10-11 (Holding that the forum selection clause did not violate public policy because the insurance policy was issued in the plaintiff's post office box in Canada); *McGoff*, 30 A.3d at 682-83 (Holding that the automobile policy was “issued and delivered to...a Massachusetts company with its principal place of business in Massachusetts” even though the accident occurred in Vermont and the policy covered for occurrences in Vermont).

²² *Pierzchalski*, 1990 WL 127604, at *4 (Holding that a policy of insurance is delivered to insured when it is deposited in the mails, duly directed to insured at his proper address); *Nelson*, 2003 U.S. Dist. LEXIS 5924 at *10-11 (stating that nothing in the statutes that forbid limitations of jurisdiction against foreign insurers intended to apply to instances where the insurance contracts were not delivered or issued for delivery in Maine); 24-A M.R.S. §2401; 24-A M.R.S. §2433; 24-A A.M.R. §2434; *McGoff*, 30 A.3d at 682-83.

Virgin Islands because the coverage intended to cover the risks of the properties located in the Virgin Islands.

Defendants argue that because the insurance policy was physically delivered at DiamondRock's principal place of business in Bethesda, Maryland, it was not delivered in the Virgin Islands. XL further argues that the subject matter was not specific to the Virgin Islands because the majority of the properties is outside of the Virgin Islands therefore coverage is spread across the United States. However, restricting the definition "delivery or issued for delivery" as narrowly as Defendants argue frustrates the purpose of Title 22 V.I.C. §820. In insurance contracts, "delivery" can also mean constructive delivery wherein the intent of the parties is for the insurer to deliver the policy to the insured.²³ Here, DiamondRock Frenchman's Owner is an insured member of the policy and subsidiary of DiamondRock Hospitality. This Court believes it is irrelevant that the majority of the properties are located outside of the Virgin Islands because the risks and damages in question are located in the Virgin Islands.

As Plaintiff points out in *B.A. Properties, Inc.*, the insured's interest is in the Virgin Islands.²⁴ XL should have reasonably foreseen that it would be subjected to the Virgin Islands jurisdiction since it purposely availed itself to provide insurance for properties in the territory. The entire point of catastrophic insurance is preparing for the eventuality of disasters such as Hurricanes Irma and Maria that impacted the Resort in September 2017.

Further, this court is further unconvinced by Defendants' recitation of dissimilar cases from other jurisdictions. None of the cases Defendants cited in Arizona, Maine, or Vermont

²³ Couch on Ins. 3d §14:13.

²⁴ *B.A. Props., Inc. v. Aetna Cas. & Sur. Co.*, 273 F. Supp. 2d 673, 680 (D.V.I. 2003).

dealt with property insurance. All of the cases specifically dealt with “delivery or issued for delivery” in the context of automobile insurance.²⁵ An automobile insurance company that provides coverage to someone in one state cannot reasonably foresee that it would be subject to jurisdiction in another state simply because of an automobile’s inherent mobility when it had no intention to cover risks in that state.²⁶ However, the inherent nature of property insurance is to target the real estate that it intends to insure.

The location where the insurance company intends to cover risks is the location that insurance companies either delivers or issues for delivery.²⁷ The courts in Florida, Washington, and New York recognized that “delivery or issued to be delivered” meant the location of the risk as a common-sense policy to further the intent of the legislators in protecting the alleged victims from out-of-state tortfeasors.²⁸ The same logic should apply in this instance with Title 22 V.I.C. §820(a). On the face of the text, the legislature intended to ensure that out-of-state tortfeasors were held accountable by the laws and jurisdiction of the Virgin Islands courts. To apply the phrase “delivery or issued for delivery” literally would lead to the absurd result of allowing insurance companies to avail themselves of the benefits and elude liability from this jurisdiction when it suits them.²⁹ The statute does not make a distinction between policies for insured private homeowners, hotels, or companies.

²⁵ See *Pierzchalski v. Northbrook Prop. & Cas. Co.*, 1990 WL 127604, at *4 (9th Cir. 1990); *Nelson v. CGU Ins. Co. of Can.*, 2003 U.S. Dist. LEXIS 5924 *10-11 (U.D. Me. 2003); *McGoff v. Acadia Ins. Co.*, 30 A.3d 680, 682-683 (Vt. 2011).

²⁶ Cf. *WorldWide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 298 (1980).

²⁷ *Aperm of Fla., Inc. v. Trans-Coastal Maint.*, 505 So. 2d 459, 461-62 (Fla. Dist. Ct. App. 1987); *Jorgenson Forge Corp. v. Ill. Ins. Co.*, 2014 WL 12103362, at *7 (W.D. Wash. June 17, 2014) *Carlson v. Am. Int’l Group, Inc.*, 89 N.E.3d 490, 500-01 (N.Y. 2017).

²⁸ *Aperm of Fla., Inc.*, 505 So. 2d 459, 461-62 (Fla. Dist. Ct. App. 1987); *Jorgenson Forge Corp.*, 2014 WL 12103362, at *7; *Carlson*, 89 N.E.3d at 500-01.

See *Carlson*, 89 N.E.3d at 500-01 (Holding that restricting “issued or delivered” would allow an insurer to avoid compliance with many of the provisions of the Insurance Law simply by mailing the policy to the insured’s secondary location, even though the risks contemplated by the policy existed entirely within New York).

The Defendants raised several other arguments regarding the enforceability of the forum selection clause such as whether the forum selection clause was gravely inconvenient to DiamondRock and whether it was reasonably communicated. However, this court will not address those issues because this court found the forum selection clause violated Title 22 V.I.C. §820(a). Even if it is agreed or stipulated to by the parties, §820(a) prohibits such an agreement. Whether the parties agreed or not is irrelevant in light of the strict construction of the statute prohibiting violation thereof. For the foregoing reasons, this Court finds the forum selection clause invalid, unenforceable and therefore jurisdiction shall remain in the U.S. Virgin Islands for XL and the remaining defendants.

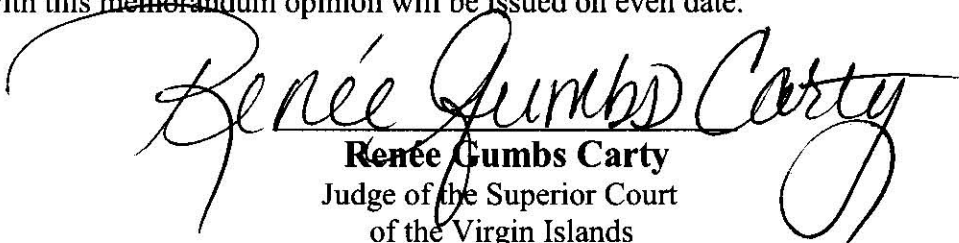
IV. CONCLUSION

Based on the above-mentioned reasons, this Court will retain jurisdiction against all the defendants and deny Defendants motion to dismiss or, in the alternative, stay. XL's insurance policy contains an unenforceable forum selection clause and XL failed to show any compelling reason that would supersede the public policy under Title 22 of the Virgin Islands Code that would justify granting a dismissal or stay in this action.

An order consistent with this memorandum opinion will be issued on even date.

Dated: March 5, 2019

ATTEST:


Renée Gumbs Carty
Judge of the Superior Court
of the Virgin Islands

Estrella H. George
Clerk of the Court

By: 

Lori Boynes-Tyson
Chief Deputy Clerk 3/6/19