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

JOSEPH WILLIAMS, AUSTIN BUCKLEY, EVA RICHARDSON, EDITH PARIS, WILLOUGHBY BAKER, IRIS HOBSON, OSCAR FRANCIS, OLIVER HERBERT, MELITA CRABBE, ROY HODGE, NAOMI HARRIS, LEONARD HARRIS, ET AL., Plaintiffs, v. THE UNIVERSITY OF THE VIRGIN ISLANDS, Defendant.	*Cite as: 2019 VI SUPER 3U* CASE NO. ST-00-CV-148 ACTION FOR DECLARATORY JUDGMENT, BREACH OF CONTRACT, DEBT, UNJUST ENRICHMENT, QUANTUM MERUIT AND DAMAGES **JURY TRIAL DEMANDED**

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CARTY, RENÉE GUMBS, Judge

MEMORANDUM OPINION

THIS MATTER is before the court upon Plaintiffs' "Motion for Summary Judgment or in the Alternative Motion for Partial Summary Judgment in favor of the Plaintiffs," filed on October 5, 2011. Defendant, University of the Virgin Islands, filed its opposition and cross motion for summary judgment on November 9, 2011. The court heard oral arguments at a motions hearing on November 13, 2018. Plaintiffs were represented by Clive Rivers, Esquire and Defendant was represented by Marie Thomas Griffith, Esquire. Subsequent to the hearing, Defendant filed a supplemental motion for summary judgment on December 7, 2018. For the reasons stated herein, this court will grant Plaintiffs' motion for partial summary judgment and deny Defendant's cross motion for summary

judgment.

I. FACTUAL BACKGROUND

Plaintiffs filed the motion for summary judgment on October 5, 2011. Defendant simultaneously filed its opposition and cross motion for summary judgment on November 9, 2011.[1] Plaintiffs also filed their response and subsequent opposition to Defendant's cross summary judgment motion on December 9, 2011. Plaintiffs premise their arguments on theories of promissory estoppel, breach of implied covenant of good faith and fair dealing, and negligent misrepresentation based on the allegations contained in Counts I, II, III, and IV of the Verified Complaint.[2] Plaintiffs therefore conclude that based on these violations, they are entitled to payment on a quantum meruit basis for services provided while employed by Defendant.[3] Defendant in turn counters that due to Plaintiffs' designation as non-full time employees at the time of the merit award disbursement, Plaintiffs are not due any reimbursed compensation from Defendant.

II. LEGAL DISCUSSION

a. Summary Judgment Standard

Pursuant to V.I.R. CIV. P. 56, a motion for summary judgment shall be granted if the moving party can show that there is no genuine dispute of material fact.[4] The Court must grant summary judgment where the movant, who possesses the initial burden of production, shows that "the pleadings, depositions, answers to interrogatories, electronically stored information, stipulations, and admissions on file, together with affidavits, if any, demonstrate the absence of a genuine issue of material fact, and that the moving party is entitled to judgment as a matter of law."[5] Thereafter, the

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[1] Samuel H. Hall, Esquire was Defendant's attorney at the time of the filings.
[2] Plaintiffs filed their Verified Complaint on February 20, 2000.
[3] *See* Plaintiffs' Motion for Summary Judgment, p. 2.
[4] V. I. R. CIV. P. 56(a). *In re Adoption of Virgin Islands Rules of Civil Procedure* promulgated on March 31, 2017, by V.I. Supreme Court Order, replaces the Federal Rules of Civil Procedure in the territory.
[5] *See United Corp. v. Hamed*, 64 V.I. 297, 309 (V.I. 2016); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322-23 (1986)

burden shifts to the non-moving party to "set out specific facts that show a genuine issue of fact that could reasonably affect the outcome of the case and preclude summary judgment."[6] The Court must view all reasonable inferences drawn from the evidence provided in a light most favorable to the non-moving party, and take all allegations as true if properly supported.[7] Thus, once the non-moving party has presented evidence that "amounts to more than a scintilla but less than a preponderance," the Court must deny summary judgment.[8] However, if the non-moving party "fails to make a showing sufficient to establish the existence of an element essential to that party's case," the Court must grant summary judgment.[9] The same standard for evaluating a motion for summary judgment is applicable in resolving a motion for partial summary judgment.[10]

b. Basic Notions of Contract Law and Categorizing what Contract Existed Between the Parties

The Virgin Islands Supreme Court demonstrated in *Peppertree Terrace v. Williams* that the "fundamental principles of contract law" classifies contracts as express, implied-in-fact, or implied-in-law or quasi-contract.[11] The case then explains that an express contract is a "promise that is stated in written or oral words," and an implied-in-fact contract is one that "can be inferred wholly or partially by conduct."[12] Additionally, an enforceable contract also requires an offer, acceptance a

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Manbodh v. Hess Oil V.I. Corp. et al. (In re Manbodh Asbestos Litigation Series), 47 V.I. 215 (V.I. Super. Ct. 2005).
[6] *See generally Hawkins v. Greiner*, 66 V.I. 112 (V.I. Super. Ct. 2017).
[7] *See Machado v. Yacht Haven U.S.V.I., LLC*, 61 V.I. 373, 379-80 (V.I. 2014); *Manbodh*, 47 V.I. at 223-224; *Williams*, 50 V.I. at 194-95; *see also Machado*, 611 V.I. at 391-392.
[8] *Hawkins*, 66 V.I. at 117 (citing *Sealey-Christian v. Sunny Isle Shopping Center*, 52 V.I. 410, 423 (V.I. 2009). *See also United Corp. v. Tutu Park*, 55 V.I. 702, 707 (V.I. 2011); *Williams v. United Corp.*, 50 V.I. at 195. *Williams v. United Corp.*, 50 V.I. 191, 194-95 (V.I. 2008) (noting that the evidence presented can be direct or circumstantial but showing the mere possibility that something occurred in a particular way is not sufficient); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986) (stating that if the moving party fails to carry the initial burden of proof, the non-moving party must then present evidence that goes beyond the alleged pleadings that create an issue of material fact on an essential element of that party's case, and on which that party will bear the burden of proof at trial).
[9] *See Celotex Corp.*, 477 U.S. at 322-23 (1986).
[10] *Davis v. Am. Youth Soccer Org.*, 64 V.I. 37, 41 (V.I. Super. Ct. 2016).
[11] *Peppertree Terrace v. Williams*, 52 V.I. 225, 241 (V.I. 2009).
[12] *See id. See also Baltimore &Ohio R.R. v. United States*, 261 U.S. 592, 597 (1994) (holding that an implied-in-fact contract is inferred from the conduct of the parties and takes into account the "surrounding circumstances and their tacit

bargained-for legal benefit or detriment, commonly known as consideration, and a manifestation of mutual assent."[13] A manifestation of mutual assent or a meeting of the minds requires that the two parties that intend to form a contract are in agreement to the same terms and must be proven objectively.[14]

Plaintiffs argue that President Orville Kean's words in the June 14, 1997 memo (hereinafter the "1997 memo") show that Defendant intended or promised certain contractual obligations and promises to pay Plaintiffs their merit awards. Meanwhile Defendant contends the opposite, that the September 28, 1998 memo (hereinafter the "1998 memo") is the controlling document, and that by specifically including particular terms like "presently…full-time employee," the memo demonstrates that the intent of the University's Board of Trustees was to pay the merit award out to only a certain class of employees of which the Plaintiffs are not members of, and thus have no standing to partake in the financial payout. Additionally, Defendant argues that the only binding documents for employees are the provisions and contents of their employment contracts and an office memo from the president of the University cannot create such obligations or promises for employees to rely on.

Here, this court finds that Defendant is correct that there was no express contract created between the parties. The language of the 1997 memo does not expressly offer a promise of merit pay to Plaintiffs, there was no clear acceptance by Plaintiffs as Plaintiffs were conditioned on their employment agreement to continue working for Defendant, thus the continued benefit given to

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understanding"). *See generally* RESTATEMENT (SECOND) OF CONTRACTS § 4 cmt. a (AM. LAW INST. 1981) (noting that the distinction between implied and express contracts lies in the "mode of manifesting assent" and so does the intent to make a promise differ either by plain "language or through implication from other circumstances").

[13] *Peppertree*, 52 V.I. at 241-242; *Mosley v. Penn*, No. ST-15-RV-3, 2016 V.I. LEXIS 138, at *5-6 (Super. Ct. Sept. 7, 2016) (stating that the consideration necessary to support a contract may be founded upon services rendered, but as yet unpaid). *See also Kiwi Constr., LLC v. Pono*, No. ST-13-CV-670, 2016 V.I. LEXIS 129, at *10 (Super. Ct. Aug. 30, 2016);

[14] *See generally Isidor Paiewonsky Ass'n v. Sharp Prop.*, 761 F. Supp. 1231, 233 (D.V.I. 1991); *Walters v. Walters*, 60 V.I. 768, 796-797 (V.I. 2014); *Titan Med. Grp. v. Gov. Juan F. Luis Hosp. & Med. Ctr.*, SX-13-CV-497, 2015 V.I. LEXIS 79, at *12-13 (Super. Ct. July 14, 2015) (explaining that the manifestation of mutual assent invariably demonstrates that an offer from one party was accepted by the other party).

Defendant by Plaintiffs does not signal separate adequate consideration to this court. Also, without an offer presented by Defendant and an acceptance by Plaintiffs, this court cannot deduce that there was a manifestation of mutual assent between both sides or a "meeting of the minds." Therefore, absent clear evidence of all requirements of an enforceable contract, this court holds that no enforceable express contract existed between Plaintiffs and Defendant. However, just as the court in *Peppertree* concluded, this court also echoes the sentiment that the "absence of an express, oral, or written contract does not automatically dispose of all issues as the parties may still not be excused from their obligations if an implied-in-law contract or quasi-contract exists."[15]

c. Implied-in-Law Contract/Quasi-Contract: Elements and Applicability

Accordingly, the next inquiry for this court is to determine whether an implied-in-law contract or quasi-contract existed between the parties. A quasi-contract as decided by the Third Circuit in *Hershey Foods Corp. v. Ralph Chapek Inc.* is a contract that "imposes a duty, not as a result of any agreement, whether express or implied…when one party receives an unjust enrichment at the expense of another."[16] The same concept was further articulated by the Third Circuit in *Luden's Inc.*, that "a quasi-contractual claim is an obligation created by law in the absence of any express or implied agreement…and without reference to the intention of the parties and without regard to [an] expression of assent either by words or acts…."[17] Also, *Peppertree* reiterated that an implied-in-law contract is "established where there is no actual agreement between the parties but the law imposes a duty in order to prevent injustice."[18] Accordingly, *Peppertree* summarizes that the "purpose and function of recognizing a quasi-contract is to provide the injured party with a fair

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[15] *Peppertree*, 52 V.I. at 242.
[16] *Hershey Foods Corp. v. Ralph Chapek, Inc.*, 828 F.2d 989, 999 (3d. Cir. 1987).
[17] *Luden's Inc. v. Local Union No. 6 of the Bakery, Confectionery &Tobacco Workers Int'l Union*, 28 F.3d 347, 364 n. 29 (3d. Cir. 1994).
[18] *Peppertree*, 52 V.I. at 243.

value of the work and services rendered and thus prevent unjust enrichment to another."[19]

Along with prior raised positions, Plaintiffs once again reassert that the memos from the president present a contractual obligation[20] and Defendant raised the argument that the court must consider all other contemporaneous correspondence from the 1998 memo to summarize that the University intended to pay only the current employees. This court remains unpersuaded by Defendant's contention. First, this court collectively takes all of the University's memos dating back to 1990 and as recent as 1997 as creating a quasi-contractual obligation by Defendant to Plaintiffs.[21] The certain recurring language in each of these memos characterizes that the merit increase was intended to be retroactively applied. Language —such as "long overdue salary increases to cover merit awards accumulating since 1992,"[22] "merit increase for past performance rating,"[23] "future credit for past meritorious performance,"[24] "pay from the preceding years,"[25] "cover outstanding merit adjustments and earned promotions,"[26] "subsequent year merit increase takes into account past performance rating for which no merit increase was awarded,"[27] "merit increase is desirable and equitable to account for past meritorious performance,"[28] "award retroactive salary increases"[29] —embodied in these memos carry the sentiment that the merit awards were in some way meant to

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[19] *Id.*
[20] Attorney Rivers likened the addition of the term "present employees" as a tactic by the University to move the goal post so as little as possible people can get from that sum.
[21] The first memo which came in June 26, 1990 by then-President Arthur Richards essentially announced the introduction of the new merit award and salary increase system, the next memo came in May 27, 1992, by then Vice-President Malcolm Kirwin; then again another memo was transmitted in August 18, 1995 by President Orville Kean, served to basically remind employees about the merit award system and the pending availability of funds; then the June 14, 1997 memo was the Board of Trustees' Resolution once again memorializing the merit award system, then the August 12, 1998 memo reiterated the same ideas incorporated in all the prior memos.
[22] *See* Plaintiffs Exhibit H (August 18, 1995 memo by then-UVI President Orville Kean).
[23] Defendant Exhibit A (June 14, 1997 Board of Trustees' Resolution).
[24] *Id.*
[25] *See* Plaintiffs Exhibit F (August 12, 1998 memo by then-President Orville Kean).
[26] *Id.*
[27] Defendant Exhibit A (June 14, 1997 Board of Trustees' Resolution).
[28] *Id.*
[29] *See* Plaintiffs Exhibit F.

relate back to a certain date and certain employees. It is clear to this court that Plaintiffs fit all requirements of these memos at all relevant points until the circulation of the 1998 memo and are thus entitled to receive out of this quasi-contractual relationship, and at no time before the 1998 memo did Defendant ever categorize the eligibility for the merit award with the term "present employees."[30]

Although Defendant argues that the change in the language was designed to make the 1998 memo more specific, this court disavows such a premise. Rather, it is unreasonable for Defendant to ask this court to disregard all prior memos and rely solely on the 1998 memo where the term "present employees" is first and only ever articulated. The Defendant at no time prior to 1998 found it prudent to make this clarification or distinction prior to the disbursement of the merit award, rather the only thing that is telling to this court is that the new language came on the heels of Defendant University receiving the $4.4. million award from the Virgin Islands legislature and the seeming need to pursue a policy of fiscal responsibility.[31] The fact that "present employees" only shows up once, notwithstanding Defendant's intent, merely signifies to the court that the additional term operates as a penalty designed to deprive Plaintiffs of their right to the merit awards by directly contradicting the promises made over the course of the past years. Furthermore, Defendant's insistence that internal memos or writings from a university President cannot create contractual obligations with employees is without merit because so long as all necessary requirements for contract formation can be established in any given case, an enforceable contract can be either

[30] *See* Plaintiffs Exhibit J.
[31] *See* Plaintiffs Exhibit F (August 12, 1998 memo by then-President Orville Kean) (describing that the University recognized that the original proposed $1 million was insufficient to "cover outstanding merit adjustments and earned promotions...and overdue merit increases," so the University requested from the legislature, an increased amount of $4.4 million) (further stating that the merit salary awards were actually disbursed on or about September 30, 1998, approximately 2 days after the 1998 memo was circulated).

expressly or impliedly created.[32]

Even more notable to this court is that Defendant's argument is seemingly stymied by the fact that, according to their arguments, Plaintiffs were no longer in the employ of the University by the time of the 1998 memo. Consequently, the 1998 memo with the now substantially changed terms can in effect no longer be the controlling document for the court's purview as the end of Plaintiffs actual validly executing employment contract with Defendant University predated the 1998 memo. Then it only follows that the memos that present a seminal and fundamental basis for this court are all the pre-1998 memos, taken together, where Plaintiffs were included in the terms of the quasi-contract. Furthermore, as stated, even more remarkable is that the single memo Defendant heavily belabors as seminal is not written by the President but by presumably a representative within the Human Resources Management division.[33] Therefore, for Defendant to maintain that "the statements of President Kean, to the extent that they may be said to include representations on which Plaintiffs relied, were unauthorized and therefore *ultra vires*" is extremely troubling, leaving this court to wonder whose words Defendant wishes for Plaintiffs to rely on if not the President of an institution, all the while disingenuously requesting that this court wholly accept the single 1998 memo of an employee in the face of multiple memos drafted by former university Presidents over the years.[34]

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[32] *See generally Whyte v. Bockino*, No. SX-15-CV-83, 2017 V.I. Lexis 14, at *9 (Super. Ct. Jan. 26, 2017) (holding that "an agreement is a promise that is either stated in oral or written words (express contract), or a promise that can be inferred wholly or partially by conduct (implied contract)…thus an implied-in-fact-contract is a true contract and means that the parties had a contract that can be seen in their conduct rather than in an explicit set of words"); *Mosley v. Penn*, No. ST-15-RV-3, 2016 V.I. Lexis 138, at *7 n. 19, 22 (Super. Ct. Sept. 7, 2016); *Hewitt v. Morton*, No. 771/1992, 1999 V.I. Lexis 50, at *10 (Terr. Ct. Apr. 14, 1999) (ruling that in some cases, correspondence may constitute a contract, without requiring that both parties sign the writing if both parties "acting pursuant to its terms, evidence their acceptance).

[33] *See* Plaintiffs' Exhibit J (noting that this memo differs from the others as it is written by M. Thomas HRM and not the President.

[34] *See* Defendant's Supplemental Motion for Summary Judgment, p. 13.

d. Theories of Recovery under a Quasi-Contractual Relationship: Quantum Meruit/Unjust Enrichment and its Applicability in the Instant Case

The last inquiry for this court is whether Plaintiffs are entitled to redress in the form of quantum meruit or unjust enrichment. *Vanterpool v. Gov't of the Virgin Islands* clarified that quantum meruit and unjust enrichment refer to the same cause of action that is available where no enforceable contract exists.[35] In *Hershey Foods Corp.*, the Third Circuit Court of Appeals determined that quantum meruit is a "quasi-contractual remedy…[and] is an action that is sound in restitution" to an aggrieved party.[36] *Cacciamani & Rover Corp. v. Banco Popular* established that quantum meruit and unjust enrichment are equitable causes of action for implied-in-law contracts and is inappropriate where a legal remedy is available.[37] Likewise, in *Vanterpool*, the Virgin Islands Supreme Court held that not all quantum meruit claims against the government and agencies of the government are prohibited and provided that the government of the Virgin Islands "shall have the right to sue…and in cases arising out of contract, to be sued…for a cause of action for quantum meruit because it is sound contract law."[38]

Peppertree postulated that the three elements required for recovery under a quasi-contract

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[35] *Vanterpool v. Gov't of the V.I.*, 63 V.I. 563, 589-90 (V.I. 2015).
[36] *See generally Hershey Foods Corp. v. Ralph Chapek, Inc.*, 828 F.2d 989, 998-99 (3d Cir. 1987)
[37] *Cacciamani &Rover Corp. v. Banco Popular de Puerto Rico*, 61 V.I. 247, 252 (V.I. 2014) (establishing that quantum meruit and unjust enrichment are equitable causes of action for implied-in-law contracts) (adding also that "due to the unavailability of equitable remedies when a legal remedy is available, the general rule is that no equitable quasi-contractual claim can arise when a contract exists between the parties concerning the same subject matter on which the quasi-contractual claim rests, since legal remedies are available to a plaintiff in a breach of contract action").
[38] *See Vanterpool*, 63 V.I. at 589-92 (citing that although the Third Circuit and the District Court reached the conclusion that quantum meruit claims against the government are prohibited, the V.I. Supreme Court held that the cases used on appeal were pre-2007 cases when Third Circuit precedent was the "de facto" last resort for the V.I.) (stating further that the Third Circuit and the District Court "emphasized that a quantum meruit claim would undermine the powers of the executive and legislative branches by allowing lower-level government officials to enter into quasi-contracts without proper approval… but these courts overlooked the fact that the same policy considerations apply against the government… [and] absent statutory authorization, ordinary principles of equity and justice should preclude the government [and allow claimants to]…recover under a quantum meruit theory… as it is only fair and just that the government pay for…services rendered and benefits [retained]). *But see e.g. Smith v. Dep't of Educ.*, 942 F.2d 199, 201-02 (3d Cir. 1991); *Patterson Int'l Inc. v. F.D. Rich Hous.*, 663 F.2d 419, 432 (3d. Cir. 1981); *Sargeant v. Gov't of the V.I.*, 10 V.I. 245, 252-53 (D.V.I. 1973).

theory are: 1.) the plaintiff must demonstrate that it conferred benefits to the defendant, 2.) the defendant must have been "appreciated," the benefit intentionally, wrongfully, or passively, and 3.) the acceptance of the benefits by the defendant must be such that it would prove inequitable and unconscionable for the defendant to retain such benefits without any exchange, payment, or compensation of value to the plaintiff.[39]

Accordingly applying each element of a quantum meruit recovery to the facts at hand: first, it is clear to this court that Plaintiffs conferred the value of their employment services year in, year out to Defendant without any merit award or salary adjustment during their term of employment through the usage of terms such as "long overdue salary increases," or "retroactive salary increases" among others.[40] Secondly, based on the evidence presented, this court is convinced that Defendant appreciated the benefits conferred by Plaintiffs. A common theme in the concluding sentences of the 1990 through 1998 memos is the University's gratitude for Plaintiffs' "support," "patience," "dedication," and "hardwork" while they awaited the merit awards.[41] Additionally, Defendant conceded in court that the memos served to further encourage Plaintiffs to "stay the course" while awaiting the merit increase award. Lastly, by deducing that the University was enriched at Plaintiffs' expense, "the circumstances are such that in equity or good conscience,"[42] Defendant should compensate Plaintiffs for the services provided.

e. This Court Grants Summary Judgment to Plaintiffs on the Breach of Contract Claims and Quantum Meruit/Unjust Enrichment Claims as There Remain no Genuine Dispute of Material Fact

This court finds that Plaintiffs have met their burden and have proven by undisputed evidence

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[39] *Hershey Foods Corp.*, 828 F.2d at 999; *Peppertree Terrace v. Williams*, 52 V.I. 225, 244 (V.I. 2009).
[40] *See generally,* Plaintiffs' Exhibits F, H, J, K, and L; Defendant Exhibit B.
[41] *See e.g.* Plaintiffs' Exhibit F, Plaintiffs' Exhibit H.
[42] See *Vanterpool*, 63 V.I. at 593 (citing *Cacciamani*, 61 V.I. at 251, and *Walters v. Walters*, 60 V.I. 768, 776 (V.I. 2014)).

that 1.) a quasi-contract existed between both parties upon creation and transmission of all memos predating the September 28, 1998 memo because ample evidence in the record confirms that Defendant's conduct in continuously utilizing similar language in the memos, while simultaneously accepting Plaintiffs employment status as full-time employees, reasonably led Plaintiffs to believe that payment from the merit award will be forthcoming, 2.) these memos thus imposed a duty on Defendant to fulfill the promise by paying out to Plaintiffs their share of the merit award, 3.) the Defendant breached that duty to pay by transmitting the September 28, 1998 memo with substantially different terms that effectively abrogated Plaintiffs' rights from taking under the award, and 4.) Plaintiffs are entitled to recovery on a quantum meruit basis as a just and fair remedy at law. Therefore, this court holds that there are no genuine issues of material fact at dispute on these claims and grants Plaintiffs' motion for partial summary judgment.

III. CONCLUSION

To conclude, this court notes the following:

There is no dispute of fact that a contract existed between both parties, albeit a quasi-contract because the evidence presented by both parties clearly established a quasi-contract between Plaintiffs and Defendant via the memos and the unconscionable result that left Plaintiffs without adequate compensation. There is also no genuine dispute of material fact that Plaintiffs never received their *pro rata* share of the $4.4 million merit award increase. This court also finds no dispute of fact that Plaintiffs are entitled to an equitable remedy in quantum meruit.

However, there remains a genuine dispute of fact as to what amounts should be paid by Defendant to Plaintiffs *pro rata*. Plaintiffs say that the failure of the University in conducting timely evaluations creates uncertainty as to what percentage on the merit system each individual Plaintiff is entitled to. Therefore, Plaintiffs represent that this court should award the highest percentage

available, 4.5%, because failure to do so will allow the University to profit from its wrongdoing and disqualify the disadvantaged Plaintiffs from what they are entitled to. Meanwhile Defendant contends that without any evaluations conducted for Plaintiffs, they should be awarded the minimum percentage available because the University is currently unable to determine what each individual Plaintiff's rating would or should actually have been. Therefore, this court only sees fit to grant Plaintiffs partial summary judgment as to the breach of contract claim, and the unjust enrichment/quantum meruit claim and leaves the issue regarding calculation of the damages, the claims for implied covenant of good faith and fair dealing, and promissory estoppel to be decided by a jury at trial.

An Order consistent with this Memorandum Opinion shall follow.

Dated: January 18, 2019

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

ATTEST:
Estrella H. George
Clerk of the Court

By: _____
for Donna D. Donovan
Court Clerk Supervisor 1/18/19