

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. THOMAS/ST. JOHN

\_\_\_\_\_  
Plaintiff  
HANNAH PAUL  
Vs.  
THE WESTIN ST. JOHN COMPANY, INC.  
\_\_\_\_\_  
Defendant

CASE NO. ST-09-CV-510  
ACTION FOR: WRONGFUL DISCHARGE  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE  
OF  
ENTRY OF MEMORANDUM OPINION  
AND ORDER

TO: JUDGES OF THE SUPERIOR COURT  
MAGISTRATES OF THE SUPERIOR COURT  
VINCENT A. FULLER, ESQ. Esquire

BENNETT CHAN, ESQUIRE  
LIBRARIAN  
IT  
ORDER BOOK

Please take notice that on January 22, 2010 a(n) Memorandum Opinion and Order dated January 13, 2010 was entered by the Clerk in the above-entitled matter.

Dated: JANUARY 22, 2010

Venetia H. Velazquez Esq.  
Clerk of the Superior Court

By:   
Rosalie Griffith  
Court Clerk Supervisor

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

HANNAH PAUL,	)	
	)	
Plaintiff,	)	CASE NO. ST-09-CV-510
	)	
vs.	)	
	)	
THE WESTIN ST. JOHN COMPANY, INC.	)	
	)	
Defendant.	)	
	)	
	)	

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MEMORANDUM OPINION

This matter is before the Court on Defendant’s December 18, 2009, Motion to Dismiss Plaintiff’s Complaint and Compel Arbitration (“the Motion”). Plaintiff filed an Opposition to Defendant’s Motion (“Opposition”) on January 7, 2010.

On June 15, 2005, Plaintiff executed an application for employment (“the Application”) with Defendant. The Application contained an arbitration clause providing:

Any and all disputes relating to this application for employment, employment with Starwood [Defendant] or the termination of that employment will be resolved solely and exclusively through binding arbitration pursuant to the rules of the American Arbitration Association. All offers of employment are contingent upon execution of a Mutual Agreement to Arbitrate.

Plaintiff’s Complaint filed on October 29, 2009, contends that she was wrongfully discharged by Defendant on January 15, 2009. Plaintiff’s contention clearly is covered under her “employment with Starwood or the termination of that employment,” resulting in Plaintiff’s Complaint being subject to the arbitration clause in the Application.

Furthermore, in Plaintiff's Opposition, she conceded that her Complaint is subject to arbitration and agreed to proceed with her Complaint through the arbitration process.

However, Plaintiff moved for the Court to stay the proceedings pending the completion of the arbitration process. In *Lloyd v. Hovensa*, 369 F.3d 263, 269-70 (3d. Cir. 2004), the court determined "whether a District Court has discretion to deny a motion for a stay pending arbitration and dismiss a complaint where it finds all claims before it to be arbitrable." The court held that 9 U.S.C.A. § 3<sup>1</sup> requires district courts to stay cases that are granted arbitration and reasoned that staying the proceedings pending arbitration decisions promotes judicial economy because courts retain jurisdiction over the matter, and if arbitration is unsuccessful, the case may quickly return to the same judge presiding over the case. *Id.*

Therefore, the Court will grant Defendant's Motion to Compel Arbitration, but this Court shall stay this matter pending arbitration. See *Remole v. Sullivan*, 17 V.I. 193, 200 (Terr. Ct. 1981) (the court decided to be consistent with the practice of the District Court and stay the case pending the outcome of arbitration). An appropriate Order is being executed simultaneously here with.

Dated: January 13, 2010

  
HON. MICHAEL C. DUNSTON  
JUDGE OF THE SUPERIOR COURT  
OF THE VIRGIN ISLANDS

Attest:

Date: January     , 2010  
Venetia H. Velasquez, Esq.  
Clerk of the Court      /      /     

By: 

<sup>1</sup> 9 U.S.C.A. § provides that suits brought in the court of the United States that have arbitrational issues shall be stayed if one of the parties moves to stay the proceeding.

CERTIFIED A TRUE COPY

Date: Jan. 25, 2010

Venetia H. Velasquez, Esq.

Clerk of the Court

By: 

Court Clerk

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

HANNAH PAUL,

Plaintiff,

vs.

THE WESTIN ST. JOHN COMPANY, INC.

Defendant.

CASE NO. ST-09-CV-510

ORDER

The Court having rendered a Memorandum Opinion this date, in accordance with that opinion it is

**ORDERED** that Defendant's Motion to Dismiss is **DENIED WITHOUT PREJUDICE**; and it is

**ORDERED** that Defendant's Motion to Compel Arbitration is **GRANTED**; and it is

**ORDERED** that this action is stayed pending the outcome of arbitration; and it is

**ORDERED** that the parties shall cause a copy of an arbitration award or disposition to be filed with the Court promptly upon receipt thereof; and it is

**ORDERED** that copies of this Order be directed to counsel of record.

Dated: January 13, 2010

  
HON. MICHAEL C. DUNSTON  
JUDGE OF THE SUPERIOR COURT  
OF THE VIRGIN ISLANDS

Attest:

Date: January     , 2010  
Venetia H. Velasquez, Esq.  
Clerk of the Court     /    /    

By: 

Court Clerk Supervisor 1/19/10

CERTIFIED A TRUE COPY

Date: Jan. 25, 2010

Venetia H. Velazquez, Esq.  
Clerk of the Court

By: 

Court Clerk