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

BLONDELL WILLIAMS	)	
	)	CASE NO. ST-15-CV-159
Plaintiff,	)	
vs.	)	
	)	
V.I. GOVERNMENT HOSPITALS AND HEALTH FACILITIES CORPORATION, ROY LESTER SCHNEIDER HOSPITAL AND COMMUNITY HEALTH CENTER, AND GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF FINANCE,	)	Action for Breach of Contract; Loss of Employment Income; Breach of Contract; and Loss of Retirement Income
	)	
Defendants.	)	
	)	

MEMORANDUM OPINION

THIS MATTER is before the Court on the Motion To Dismiss Based On Failure To State A Claim, filed by Defendant Government of the Virgin Islands, Department of Finance (hereinafter "the Government"),[1] pursuant to Rule 12(b)6 F. R. Civ. P. For the reasons set forth herein, the Motion will be granted.

I. Background

Plaintiff Blondell Williams ("Williams") filed a complaint alleging Defendants violated the terms of her employment at the Roy Lester Schneider Hospital and Community Health Center ("Hospital"). The Complaint alleges four causes of action: (1) Breach of Contract; (2) Loss of Employment Income; (3) Breach of Contract; and

[1] The Government's Motion was filed on June 30, 2015. Plaintiff filed an Opposition on July 20, 2015, and the Government filed its Reply on August 13, 2015.

(4) Loss of Retirement Income against both the Government and V.I. Government Hospitals and Health Facilities Corporation, Roy Lester Schneider Hospital and Community Health Center (VIHHFC).

The Government's Motion to Dismiss for failure to state a claim on which relief may be granted argues that Plaintiff can be afforded no relief from the Government because Williams and the Hospital are the only parties in contractual privity. The Government points to the Employment Agreement to demonstrate the lack of privity between Williams and the Government. The Government further argues that even if it were construed as an agent for the Hospital, it would not be liable for a breach of contract because it never exceeded its scope of authority, nor was it acting on behalf of an undisclosed principal.[2]

Williams' Opposition argues that her claim undisputedly lays out facts that demonstrate an employment agreement between the Government and Williams.

II. Facts As Alleged

Williams is a retired nurse who worked at the Hospital from 1979 until she retired in December 2010. In January 2008 Williams was selected for the position of Vice President of Nursing and Patient Care Services, and the Hospital's president and CEO, Amos W. Carty, Jr. Esq. ("Carty"), extended an offer to Williams for the

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[2] Plaintiff did not sue the Government of the Virgin Islands as the owner of the Hospital. Instead, Plaintiff's claims are lodged against the Government of the Virgin Islands, Department of Finance, which is construed as the department that issues payments on behalf of the Government of the Virgin Islands.

position on January 31, 2008. Williams accepted the offer on February 1, 2008. That document is composed of a single page letter specifying an effective date of February 4, 2008 and an annual base salary of $120,000.

On June 27, 2008, Williams and Carty signed an "Employment Agreement" that was effective February 4, 2008. That Employment Agreement is six pages in length and specifies that the employee's salary was "not to exceed $120,000." Pl.'s Opp'n to Mot. to Dismiss Ex. i, at 2. The Employment Agreement also specifies "The Employee [Williams] shall receive an annual salary comprised of both a Government salary received from the Virgin Islands Department of Finance, and a stipend received from Schneider Regional's Health Revolving Fund[.]" *Id.*

Around the same time as the execution of the foregoing Employment Agreement, a Notification of Personnel Action ("NOPA") dated June 12, 2008 was issued to Williams, which denoted a change in annual salary from $80,000 to $95,000.

On August 5, 2009, Williams signed another agreement titled "Amended Employment Agreement". However, it was not signed by any representative of the Hospital. Although it contained signature lines for the Chairman of the District Governing Board and the Hospital's Interim CEO, neither of their signatures appear on the Amended Employment Agreement. However, it was approved for legal sufficiency by the Hospital's Legal Counsel. Pl.'s Compl. Ex. 7, at 4.

No representative of the Government of the Virgin Islands executed the Employment Agreement or Amended Employment Agreement. Neither agreement even contained a signature line for any representative of the Government of the Virgin Islands.

III. Legal Standard of Review

As a preliminary matter, the Court notes that the Government's Motion to Dismiss was filed simultaneously with the Government's Answer. A motion to dismiss is made before the pleading. Fed. R. Civ. P. 12(b) (as incorporated by SUPER. CT. R. 7); *Benjamin*, 56 V.I. at 565. Because the Government filed its Motion to Dismiss simultaneously with its Answer, the Court will instead construe the Motion to Dismiss as a motion for judgment on the pleadings under Rule 12(c). Fed. R. Civ. P. 12(c) (as incorporated by SUPER. CT. R. 7); *Rennie v. Hess Oil V.I. Corp.*, 62 V.I. 529, 536 (V.I. 2015), *Benjamin*, 56 V.I. at 565; *see also Mayhem Enters., LLC v. Powell*, 2015 V.I. LEXIS 132, *6 (V.I. Super. Ct. Oct. 30, 2015) (treating defendant's 12(b)(6) motion as a motion for judgment on the pleadings because defendant filed the motion simultaneously with his answer).

Nonetheless, a Fed. R. Civ. P. 12(b)(6) motion to dismiss and a motion for judgment on the pleadings under Fed. R. Civ. P. 12(c) are subject to the same legal standards. *Rennie v. Hess Oil* at 62 V.I. at 536.

On a motion to dismiss, the Court must conduct its analysis under the assumption that all facts (as opposed to mere legal conclusions) pleaded by the non-movant are true. *See, e.g., Joseph v. Bureau of Corrections*, 54 V.I. 644, 650 (V.I. 2011). In evaluating the sufficiency of pleadings, courts usually must identify the legal elements of the claimant's cause of action; identify well-pleaded factual allegations; and compare the well-pleaded allegations against the legal elements and assess whether those allegations, if true, would plausibly lead to the conclusion that the claimant is entitled to relief. *Id.* at 649-650.

"[W]here there are well-pleaded factual allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement of relief." *Brady v. Cintron*, 55 V.I. 802, 823 (V.I. 2011). "To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Fleming v. Cruz*, 62 V.I. 702, 710 (V.I. 2015) (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 678 (U.S. 2007). When deciding whether to grant a 12(b)(6) motion, a court may consider extrinsic materials attached to the pleadings. *See Benjamin v. AIG Ins. Co. of P.R.*, 56 V.I. 558, 566 (V.I. 2012). Therefore, the facts recounted above and herein discussed are derived from William's Complaint and its attached exhibits unless otherwise indicated.

IV. Analysis

The outcome of this motion hinges on whether Williams has successfully pleaded sufficient factual matter to address her allegations that an employment agreement existed between Williams and the Government. The Court holds that she has not because the Government did not manifest assent to any of Williams's proffered agreements and because Williams offers no other factual support for such an agreement.

In order to survive the Government's Motion to Dismiss, Williams must allege sufficient factual matter to establish a contract between Williams and the Government. *Fleming v. Cruz*, 62 V.I. at 710. To make a good claim for breach of contract, a plaintiff must establish "(1) the existence of a contract *between the parties*; (2) that the defendant breached a material duty imposed by that contract; and (3) that damages resulted from the breach." *George v. Virgin Islands Lottery Comm'n*, 54 V.I. 533, 539 (V.I. 2010) (emphasis added). "It is well settled that an enforceable contract requires an offer and acceptance" and "*manifestation of mutual assent.*" *Terrace v. Williams*, 52 V.I. 225, 241 (V.I. 2009) (emphasis added). Manifestation of assent "almost invariably" occurs when one party makes an offer and the other party accepts that offer. *Titan Med. Group v. Governor Juan F. Luis Hosp. & Med. Ctr.*, 2015 V.I. LEXIS 79, *13 (V.I. Super. Ct. July 14, 2015).

Williams attempts to establish a factual basis for contract formation between Williams and the Government by way of her Employment Agreement, which she attached as an exhibit to her Complaint. Pl.'s Compl. ¶¶ 16, 43, & 316.[3] According to Williams, the Hospital extended an offer of employment to her on January 31, 2008, and she accepted the offer the following day. *Id.* ¶ 11; Pl.'s Compl. Ex. 3. The offer is executed only by Williams and Carty. Pl.'s Compl. Ex. 3. Carty's signature block indicates that he is the President and CEO of the Hospital. *Id.* Thus, Williams's offer

[3] Williams also alleges that her Amended Employment Agreement demonstrates a contract between Williams and the Government. Pl.'s Opp'n to Def.'s Mot. to Dis. However, the Court need not analyze the Amended Employment Agreement as it was not executed by a representative of the Hospital nor the Government.

of employment supports an offer of employment from the Hospital and acceptance by Williams.

While the Employment Agreement does state that "the Virgin Islands Department of Finance" would pay a salary to Williams, no signature line exists in the Employment Agreement for a representative of the Government to manifest the Government's assent to enter a contract with Williams, nor did any representative of the Government sign the Employment Agreement. *Id.* Williams, Carty, and Charles S. Russell, Jr. Esq. ("Russell") were the only persons to sign the Employment Agreement. Pl.'s Compl. Ex. 4 at 6. Furthermore, the signature blocks below the names of Carty and Russell indicate their respective signatory capacities. *Id.* Carty signs as President and CEO of the Hospital and Russell signs as legal counsel for the Hospital. *Id.*

Aside from the Employment Agreement, Williams failed to allege any facts within her Complaint that would tend to support a finding that the Government entered into a contract with her. *See* Pl.'s Opp'n to Def.'s Mot. to Dismiss at 4 (arguing that the Government does not dispute the existence of a contract).

Drawing all inferences in favor of Williams, her complaint fails to plausibly support a finding of contractual privity between the Government and Williams. Williams's assertions amount to legal conclusions regarding the Government's contractual duties towards her. Williams failed to plead any facts supporting a finding that a representative of the Government assented to any of her proffered employment agreements.

Because of the foregoing analysis and findings that the Government was not a party to any of Williams's contractual employment agreements, the Court need not assess whether the Government had any duty toward Williams. *See Pollara v. Chateau St. Croix, LLC,* 58 V.I. 455, 473 (V.I. 2013) (holding that a duty arises only when an agreement is found between the parties).[4] Also, each of Williams's claims against the Government hinge on the existence of a contract, thus, each claim will be dismissed with respect to the Government. Pl.'s Compl. ¶¶ 43, 54, 316, & 325.

V. Conclusion

Williams has failed to plead facts sufficient to state a claim upon which she could be entitled to relief from the Government. The Government has demonstrated that it has not assented to any employment contract with Williams. As a result, the Court will grant the Government's Motion to Dismiss. The Court will enter an Order consistent with this Opinion.

DATED: April 1, 2016

Kathleen Mackay
Judge of the Superior Court
of the Virgin Islands

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

BY: ______________________
LORI BOYNES TYSON
Court Clerk Supervisor 4/1/16

[4] If judgment is entered against Defendant VIHHFC, the Government of the Virgin Islands may have a duty to pay the judgment since it is the owner of the Hospital. However, Williams did not sue the Government in its capacity as owner of the hospital. See *Titan Med. Group v. Governor Juan F. Luis Hosp. & Med. Ctr.*, 2015 V.I. LEXIS 79, *13 (V.I. Super. Ct. July 14, 2015).