IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN
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MERCHANTS COMMERCIAL BANK, Plaintiff, vs. **OCEANSIDE VILLAGE, INC., JUAN CARLOS CACCIAMANI, JUAN FRANCISCO FUENTES, CUBICA GROUP, LLLP, and HEAVY MATERIALS, LLC,** Defendants.	) CASE NO. ST-2011-CV-0000653)) ACTION FOR BREACH OF) CONTRACT (3), DEBT, NFORCEMENT) OF GUARANTY (2), FORECLOSURE) OF REAL PROPERTY MORTGAGE,) AND VIOLATIONS OF THE VIRGIN) ISLANDS CRIMINALLY INFLUENCED) AND CORRUPT ORGANIZATIONS) ACT (4))))
OCEANSIDE VILLAGE, INC., JUAN CARLOS CACCIAMANI, JUAN FRANCISCO FUENTES, and CUBICA GROUP, LLLP, Counter-Plaintiffs, vs. **MERCHANTS COMMERCIAL BANK,** Counter-Defendant.	) BREACH OF LOAN AGREEMENT,) FRAUD AND MISREPRESENTATION,) IMPROPER USE AND MIS-) MANAGEMENT OF LOAN FUNDS,) FRAUDULENT DEMAND FOR) PAYMENT OF LETTER OF CREDIT,) AND BREACH OF DUTY OF GOOD) FAITH AND FAIR DEALING)) JURY TRIAL DEMANDED))

MEMORANDUM OPINION AND ORDER

THIS MATTER is before the Court on Defendants/Counter-Plaintiffs' Emergency Motion to Set Aside Receivership and Application for Temporary Restraining Order and Preliminary Injunction (the "Motion"), which was filed on November 29, 2018. Plaintiff/Counter-Defendant Merchants Commercial Bank ("MCB") filed an Opposition on December 7, 2018. On December 14, 2018, a hearing was held on the Motion. Based upon the moving papers, the testimony of the parties and evidence admitted at the hearing, the Motion will be denied because Defendants/Counter-Plaintiffs failed to make a showing that they are entitled to a temporary restraining order or a preliminary injunction. Oceanside also failed to satisfy the requirements to set aside the Order appointing Michael Lampe as Receiver.

Defendants/Counter-Plaintiffs Oceanside Village, Inc., Juan Carlos Cacciamani, Juan Francisco Fuentes, and Cubica Group, LLLP (collectively referred to as "Oceanside") seek a temporary restraining order ("TRO") and preliminary injunction restraining and enjoining the Court-appointed Receiver, Michael Lampe, from "selling the property or otherwise alienating it or controlling it, described as: Consolidated Parcel No. 1-13 Estate Donoe, No. 2A New Quarter, St. Thomas, United States Virgin Islands, as shown on A9-699-T-007 and Parcel No. K Estate Raphune, No. %B [sic] New Quarter, St. Thomas, United States Virgin Islands, as shown as A9-692-T006, to any person or entity[.]"[1] Oceanside also moved to remove Lampe as Receiver, and set aside the January 23, 2013 Order appointing Lampe as Receiver.

By Order dated January 23, 2013 (the "Receivership Order"), this Court ordered that Lampe is "authorized, empowered, and directed, without further leave of the [C]ourt, to liquidate and convert into money all of the Receivership Property by selling, conveying, and disposing of any portion of the Property, either at public or private sale, on terms and in the manner that the Receiver deems most beneficial to the persons entitled to the proceeds, and with regard to the realization of their true and proper value[.]" Because Lampe is clearly authorized by this Court to sell any portion of the Property "with due regard to the realization of their true and proper value", and because Oceanside has failed to make a showing on the first two of the four injunction factors, Oceanside's Motion will be denied with respect to its request for a TRO. In addition, the Court will deny Oceanside's Motion to remove Lampe as Receiver and set aside its Receivership Order because Oceanside failed to provide any legal authority for its request or to otherwise satisfy the elements required to set aside an Order.

I. LEGAL STANDARD.

With respect to temporary restraining orders, Rule 65 of the Virgin Islands Rules of Civil Procedure provides in pertinent part:

> (b) TEMPORARY RESTRAINING ORDER.
> (1) Issuing Without Notice. The court shall consider and rule upon an application for a temporary restraining order as soon as practicable, and may issue a temporary restraining order without written or oral notice to the adverse party or its attorney only if:
> (A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and
> (B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should not be required.[2]
> (2) Contents; Expiration. Every temporary restraining order issued without notice must state the date and hour it was issued; describe the injury and state why it is irreparable; state why the order was issued without notice; and be promptly filed in the clerk of court's office and entered in the record. The order expires at the time after entry - not to exceed 14 days - that the court sets, unless before that time the

[1] The Court will refer to the Consolidated Parcel as "the Property." Defs./Counter Pls.' Emergency Mot. to Set Aside Receivership and Appl. for TRO and Prelim. Injunction 2.

[2] The Certificate of Service filed with the Motion satisfies the notice requirement pursuant to V.I. R. Civ. P. 65(b)(1)(B).

> court, for good cause, extends it for a like period or the adverse party consents to a longer extension. The reasons for an extension must be entered in the record.

Part of the injunctive relief sought by Oceanside is the setting aside or vacating of the Receivership Order. Rule 60(b) of the Virgin Islands Rules of Civil Procedure provides:

> (b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:
> (1) mistake, inadvertence, surprise, or excusable neglect;
> (2) newly discovered evidence that could not, with reasonable diligence, have been discovered in time to move for a new trial under Rule 59(b);
> (3) fraud (whether in a form previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
> (4) the judgment is void;
> (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
> (6) any other reason that justifies relief.

In addition to the requirements of V.I. R. Civ. P. 65(b), the Court must consider "four factors in deciding a motion for temporary restraining order and preliminary injunction: (1) whether the movant has shown a reasonable probability of success on the merits; (2) whether the movant will be irreparably injured by denial of the relief; (3) whether granting preliminary relief will result in even greater harm to the nonmoving party; and (4) whether granting the preliminary relief will be in the public interest."[3] "To prevail on a motion for preliminary injunction, the moving party bears the burden of 'making some showing on all four injunction factors,' which the Superior Court must evaluate 'under a sliding-scale standard.'"[4]

II. THE RECEIVERSHIP ORDER WILL NOT BE SET ASIDE OR VACATED.

A. The Court Will Not Set Aside the Receivership Order on the Grounds That It Was Issued on An Ex Parte Basis.

Oceanside asserts that it was "not served in this case until sometime between the Order of February 28, 2013, and April 24, 2013, when the Answer to the Amended Complaint was served."[5] Oceanside further asserts that it has never had an opportunity to respond to or defend the Motion

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[3] *VI Taxi Ass'n v. W. Indian Co.*, Super. Ct. Civ. No. ST-16-CV-551, 2016 WL 5468370, at *2 (V.I. Super. Sept. 28, 2016).
[4] *Gourmet Gallery Crown Bay, Inc. v. Crown Bay Marina, L.P.*, 68 V.I. 584, 596 (V.I. 2018) (quoting *Yusuf v. Hamed*, 59 V.I. 841, 849 (V.I. 2013)).
[5] *Id.* at 5.

to Appoint Receiver.[6] Because it was filed *ex parte*, Oceanside argues that the Motion to Appoint Receiver was improper and that the Receivership Order should be set aside.[7]

However, Oceanside's argument requesting the Court to set aside the Receivership Order fails to provide any legal authority for its position.[8] All motions must state with particularity the grounds for seeking the order, including a *concise statement of reasons and citation of authorities*[.]"[9] "[S]imply stating a principle of law without any argument or explanation of how it applies to the case at hand is not sufficient to fairly present [an] issue to the Superior Court."[10] "The rules that require a litigant to brief and support his arguments . . . before the Superior Court, are not mere formalistic requirements. They exist to give the Superior Court the opportunity to consider, review, and address an argument . . . ."[11] Here, Oceanside fails to cite any legal authority to support its argument that the Receivership Order should be set aside.

The Receivership Order was entered before Oceanside filed an answer to the Amended Complaint. The Court further notes that Oceanside was served by publication of the Summonses on May 3, 10, 17, and 24, 2012 in *The Virgin Islands Daily News*; by publication of the Summonses on May 1, 8, 15, and 22, 2012 in the *Puerto Rico Daily Sun*[12]; and by publication of the Summonses in the *Community Newspaper*, published in Miami-Dade County, Florida on February 25, March 4, 11 and 18, 2013.[13] The need to serve the Oceanside Defendants by publication is consistent with MCB's inability to locate the Oceanside Defendants for personal service of the Summons and Complaint or the Receivership Order.

On May 31, 2013, after Oceanside filed its Answer to the Amended Complaint, MCB filed its Notice of Filing Report of Receiver that "gives notice and files the May 24, 2013 Report of Receiver, Michael Lampe, with Profit and Loss Detail for the period March 1 through May 3, 2013 for Oceanside Village, Inc. (Raphune Vista), St. Thomas, VI." This Notice of Filing Report of Receiver was served on Oceanside's counsel of record. Therefore, as of May 24, 2013, Oceanside was on notice that a Receiver had been appointed.

On December 29, 2014, Oceanside filed its Amended Answer to Amended Complaint, which contained a counterclaim, and alleged that "Counter Defendant [Merchants Commercial Bank] improperly had a receiver appointed who admitted that at the price points, Counter Plaintiff would have been able to sell twenty (20) units a year but Counter Defendant refused to allow

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[6] *Id.*
[7] *Id.*
[8] *Id.* at 5-6.
[9] V.I. R. CIV. P. 6-1(a)(2) (emphasis added).
[10] *Bertrand v. Mystic Granite & Marble, Inc.*, 63 V.I. 772, 782 (V.I. 2015); *Yusuf v. Hamed*, 59 V.I. 841, 851 n.5 (V.I. 2013) ("To preserve an objection on appeal, a party must object on the specific grounds raised on appeal, and a general objection or an objection on other grounds will not suffice.")
[11] *Simpson v. Golden*, 56 V.I. 272, 280 (V.I. 2012).
[12] Notice of Filing Proof of Publication (May 31, 2012).
[13] Notice of Filing Proof of Publication (April 3, 2013).

Counter Plaintiffs to do so."[14] Paragraph 41 of Oceanside's Counterclaim alleged that "[w]hen the receiver was appointed, it, at the direction of Counter Defendant, misappropriated and took $500,000 of equipment owned by Cubica that was on the job site and refused to account for same."

These allegations required a review of the motion for appointment of a receiver and the Receivership Order in order to allege that the appointment was improper or that the Receiver acted improperly.[15] At a minimum, Oceanside's counsel was on notice that a receiver had been appointed and his identity. Once counsel for Oceanside received MCB's Notice of Filing Report of Receiver and the attached report, counsel had an obligation to exercise due diligence and review the Court file for the Receivership Order, if not sooner.

During the course of the hearing, Juan Carlos Cacciamani testified that he had never been served with a copy of the Receivership Order and that he has never read it. The Certificate of Service states that the May 31, 2013 Notice of Filing Receiver Report was directed to Attorney A. Jeffrey Weiss, former counsel of record for Oceanside. Cacciamani's claim that he was never served with a copy of the Receivership Order must also fail because, as his agent, his attorney's knowledge is imputed to him.[16] In spite of this knowledge, Oceanside did not move to set aside the Receivership Order until November 2018. There is no explanation for this 4 ½ year delay. Therefore, Oceanside's argument that it only recently became aware of the Receivership Order when it learned about the upcoming sale of the Property is without basis in law or fact. Further, Oceanside has not demonstrated that the Receivership Order must be set aside due to any of the bases set forth in V.I. R. Civ. P. 60(b)(1).

B. The Receivership Order Authorizes The Receiver To Be The Selling Agent.

Oceanside claims that the failure of the Receiver to disclose the fact that he was selling the Property resulted in it just recently learning about an impending sale to V.I. Housing Finance Authority in August 2018. Oceanside stopped this sale. However, if it had exercised due diligence from when it first learned of the appointment of a Receiver, Oceanside would not have been caught by surprise when it learned that the Property was being sold. The Receivership Order clearly details

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[14] Defendants/Counter-Plaintiffs' Amended Answer to Amended Complaint, counterclaim ¶ 39.

[15] In December 2014, the Federal Rules of Civil Procedure applied to proceedings in the Superior Court of the Virgin Islands. Fed. R. Civ. P. 11 (b) provides, in part:

> By presenting to the court a pleading, written motion, or other paper--whether by signing, filing, submitting, or later advocating it--an attorney or unrepresented party certifies that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances: (1) it is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) the claims, defenses, and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law...

[16] *Arlington Funding Servs., Inc. v. Geigel*, 51 V.I. 118, 131 (V.I. 2009) ("It is well established that "the attorney-client relationship is an agent-principal relationship." *McCarthy v. Recordex Serv., Inc.*, 80 F.3d 842, 853 (3d Cir.1996). Accordingly, information an attorney receives during the scope of his representation of a client will be imputed onto that client even if the client does not have actual knowledge of that information. *See Lempert,* 26 V.I. at 341 (imputing attorney's knowledge of an easement to his client).

the Receiver's authority "to liquidate and convert into money all of the Receivership Property by selling, conveying, and disposing of any portion of the Property, either at public or private sale, on terms and in the manner that the Receiver deems most beneficial to the persons entitled to the proceeds, and with due regard to the realization of their true and proper value." The Receivership Order authorizes the Receiver to be "the exclusive disposition agent of the Lots." This language authorizes the Receiver to act as a broker and sell the Property, which Lampe was authorized to do until 2017. Most importantly, Oceanside was on notice that the Receiver was completing the construction of and selling the homes built in Raphune Vistas Phase I. Any surprise as to the actions of the Receiver is due to Oceanside's failure to learn more about the precise authority of the Receiver appointed to manage the Property.

C. The Receiver Is Not Required To Reside On St. Thomas.

In addition to the foregoing complaints, Oceanside seeks to have the Receiver removed because he does not live on island. The Court finds that this is not grounds to remove the Receiver. The Receivership Order does not require that the Receiver live on island.

As required by V.I. R. Civ. P. 60(b)(3), Oceanside failed to prove that the Receivership Order was the product of fraud, misrepresentation or misconduct by an opposing party. Further, Oceanside has not shown that the Receivership Order is void in any way.

D. The Receiver's Alleged Failure to Market the Property as Improved Land.

Oceanside also presented evidence in support of its argument that the Receiver improperly marketed the Property by failing to described it as "improved land" due to the existing infrastructure such as: storm water management system consisting of a water retention pond, storm drainage and culverts; electrical generator and panels for the back-up sewer system; main water valve from the water tank to the entire community, cut roads and underground conduits for electricity. According to Cacciamani, the improvements to the Property included the main gazebo club house, basketball court, and children's park, all of which benefit the lots located on the Property that were yet to be built and sold.

In support of its claim as to the extent of the improvements, Cacciamani testified that Oceanside spent $6-7 million on infrastructure. Lampe testified that he personally inspected the Property on several occasions and observed the infrastructure but the conduits carrying electrical lines were "stubbed out" or ended at the boundary of the Property that was slated for the next phase of development. Kerstin McConnell, a Realtor since 2005, and owner of Seaglass Properties, testified that she very familiar with the Property and knows it like the back of her hand and has flown over the Property in a helicopter. McConnell further testified that the Property is all bush and the road are so overgrown that it is difficult to tell where to get in or get out. In short, the Property was "a hard sell".

The Court finds that it was not practicable to identify every feature of the Property on the Multiple Listing Service. Any interested buyer could request more detailed information from the Receiver through the real estate broker or the Receiver's listing agent. Further, Lampe testified that by placing the Property for sale on the Multiple Listing Service, every real estate agent in the Virgin Islands would have knowledge that the Property was for sale and could, therefore, solicit potential buyers for the Property.

E. The Receiver's Failure to Provide Reports to Oceanside.

Third, Oceanside contends that Lampe has not fulfilled his duties as required by the Receivership Order because he has not filed a report with the Court since May of 2017. While the Court has not received a copy of the report since June 8, 2017, Lampe testified that he had an agreement with MCB's attorneys to distribute the Reports because he was not familiar with the process. Reports 1 through 9 and Report No. 12 were filed without incident. According to MCB, due to a miscommunication between the Receiver and MCB's counsel of record, Reports 10 and 11 were not distributed. Territory-wide destruction caused by Hurricanes Irma and Maria in September 2017 compounded the distribution problem.

Cacciamani testified that his attorney never gave him copies of the Reports filed with the Court. If this is the case, this failure is not something within the control of the Receiver or of MCB.

The Court finds that the failure of the Receiver to provide Reports directly to Oceanside and the failure of MCB to distribute certain Receiver Reports directly to Oceanside is not grounds for the removal of Lampe as Receiver.

F. The Receiver Did Not Undervalue the Property.

Lastly, Oceanside contends that "the Receiver has substantially undervalued the subject property and has listed the property for sale for substantially less than it could be sold for."[17] At the hearing, Ocean presented a letter of intent from a possible buyer who "interested in offering $1,300,000.00 for the acquisition." There was nothing preventing Oceanside from obtaining a Buyer earlier while the Property was listed for sale with little activity. Lampe testified that at MCB's insistence, the Property was listed at $2 million. Then, as time passed, the listing price was lowered to $1.5 million due to lack of interested Buyers. In August 2017, the Property was appraised at $1.095 million. The Receiver entered into a contract with the Virgin Islands Housing Authority to sell the Property for $1.1 million—the appraised value. However, the V.I. Housing Authority elected not to proceed with the transaction after receiving threatening letters from Cacciamani and Oceanside's attorney.

There is now a fully executed contract for the sale of the property for $945,000. McConnell testified that the Property was initially listed at a higher price but when the Property did not sell, the broker asked for a price reduction. After conferring with Lampe, the listing price was reduced to $1.5 million. The offer for $945,000.00 was accepted because it was close to $1 million, it was exempt from stamp taxes and McConnell lowered her commission. Oceanside cannot blame anyone but itself for the current situation.

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[17] *Id.*

The Court finds that all actions taken by Lampe were authorized by the Receivership Order. Given Oceanside's failure to cite any legal authority to support its position for removing Lampe as the Receiver, the Court's Receivership Order will remain in effect.[18] Accordingly, Oceanside's Motion to Set Aside Court Order will be denied.

III. OCEANSIDE HAS NOT MET ITS BURDEN THAT IT IS ENTITLED TO A TEMPORARY RESTRAINING ORDER OR A PRELIMINARY INJUCTION.

A. Oceanside Has Not Shown A Reasonable Probability On The Merits.

As discussed above, the Receivership Order authorizes Lampe to list the Property for Sale and to sell the Property with due regard to the realization of its true value. Testimony at the hearing explained how lack of interested buyers and other market factors resulted in the Receiver accepting an offer to purchase the Property for $945,000.00. Oceanside has not demonstrated that it is entitled to have the Receivership Order set aside.

B. Oceanside Has Not Met Its Burden That It Will Suffer Irreparable Harm By Denial Of The Requested Relief.

Even if Oceanside were to establish a prima facia case for a reasonable probability of success on the merits, the Court would still be required to find that Oceanside faces an immediate irreparable harm in the absence of injunctive relief.[19] "Irreparable harm is certain and imminent harm for which a monetary award does not adequately compensate."[20] "A moving party will satisfy this test if it can demonstrate that its monetary damages are either 'difficult to ascertain or are inadequate."[21] "Accordingly, when 'the record indicates that [a moving party's loss] is a matter of simple mathematic calculation, a plaintiff fails to establish irreparable injury for preliminary injunction purposes.'"[22]

Here, in a three-sentence unsupported assertion, Oceanside initially states that it "will be irreparably harmed if [MCB] is allowed to sell the property as it will be impossible to recover." Thereafter, Oceanside states "that the Receiver has significantly undervalued the property and merely seeks to obtain whatever he can for it."[23] Oceanside finally states that "property that [Oceanside] contend is rightfully [Oceanside's] may be sold out from under them and once it is sold . . . [Oceanside] would not be able to get the property back and the damage would be irreparable."[24] Oceanside was on notice of a contract for sale of the Property as early as June 8,

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[18] V.I. R. CIV. P. 6-1(a)(2) (emphasis added); *Simpson*, 56 V.I. at 280.
[19] *VI F.F.O., LLC*, 2018 WL 4586346 at *3.
[20] *Gourmet Gallery Crown Bay, Inc. v. Crown Bay Marina, L.P.*, 68 V.I. 584, 597 (V.I. 2018).
[21] *Id.*
[22] *Id.*
[23] Defs./Counter Pls.' Emergency Mot. to Set Aside Receivership and Appl. for TRO and Prelim. Injunction 8-9.
[24] *Id.*

2017.[25] This factor weighs against Oceanside suffering an imminent and immediate irreparable harm considering that the instant Motion was filed November 29, 2018. Aside from its confusion as to who is authorized to sell the Property, Oceanside fails to offer any evidence of certain and imminent harm in the event that the Property is sold.[26] Instead of articulating that its losses would be unascertainable, Oceanside generally states that the damage of the Property's sale would be irreparable.[27] However, the money damages can be ascertainable based upon Oceanside's testimony that the Property is worth more than $950.000.00.

C. The Public Interest Weights Against Granting Oceanside's Motion for Injunctive Relief.

The Court finds that granting a temporary restraining order or a preliminary injunction will result in greater harm to MCB in that it will lose the opportunity to reduce the debt owed to it by Oceanside and disturb the current status quo, i.e. the authority of the Receiver to sell the Property. Of even greater concern is the harm to the public interest. The public and in the case the, current buyers, have an interest in being able rely upon the validity and authority of the Receivership Order. The Court finds no reason to disturb the current contract of sale to purchase the Property and every reason to permit it to proceed. The Court also finds that Oceanside waited an unreasonable length of time to challenge the Receivership Order.

IV. CONCLUSION

Having heard the testimony of the parties, the Court finds that Lampe did not violate the Receivership Order and there is no basis for the removal of Lampe as Receiver due to the manner in which the Property was marketed. The Court finds that Oceanside failed to meet its burden of making any showing on all four injunction factors to prevail on their motion for preliminary injunction, Further, the Court finds that the public interest weighs against granting a temporary restraining order and preliminary injunction.[28] Therefore, Oceanside's motion for a temporary restraining order and a preliminary injunction must be denied.

Accordingly, it is hereby

ORDERED that Defendants/Counter-Plaintiffs' Emergency Motion to Set Aside Receivership and Application for Temporary Restraining Order and Preliminary Injunction ("Motion"), filed on November 29, 2018, is **DENIED** to the extent it requests the Court to remove Michael Lampe and set aside the Order establishing Receivership; and it is further

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[25] Notice of Filing of Report of Receiver (June 8, 2017).
[26] *Gourmet Gallery Crown Bay, Inc.*, 68 V.I. at 597.
[27] *Id.*
[28] *3RC & Co.*, 63 V.I. at 560 ("And while the Superior Court did not make findings on the remaining factors in ruling on the injunction—the likelihood of irreparable harm to Boynes Trucking and the public interest—because we agree that 3RC failed to make any showing at all on the first two factors, that omission was harmless under the circumstances."). *VI F.F.O., LLC*, 2018 WL 4586346 at *3.

ORDERED that Defendants/Counter-Plaintiffs' Emergency Motion to Set Aside Receivership and Application for Temporary Restraining Order and Preliminary Injunction ("Motion"), filed on November 29, 2018, is **DENIED** to the extent it requests the Court to enjoin the Receiver Michael Lampe from selling Consolidated Parcel No. 1-13 Estate Donoe, No. 2A New Quarter, St. Thomas, United States Virgin Islands and Parcel No. K Estate Raphune, No. 5B New Quarter, St. Thomas, United States Virgin Islands; and it is further

ORDERED that a copy of this Memorandum Opinion and Order shall be directed to Attorney Susan Moorehead, Attorney A.J. Stone, III, Attorney Mark A. Kragel of BoltNagi PC, and Attorney Lee J. Rohn.

DATE: 12/19/2018

Denise M. Francois
DENISE M. FRANCOIS
Judge of the Superior Court of the Virgin Islands

ATTEST:
Estrella H. George
Clerk of the Court

By: ________________
Lori Boynes-Tyson
Chief Deputy Clerk 12/20/18