IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DISTRICT OF ST. CROIX

ASSOCIATION OF ST. C. CONDOMINIUM OWNERS

Plaintiff,

v.

MARJORIE ROBBINS, JACKIE JOSEPH, KAREN RASMUSSEN, DIANA ROBINSON, ANN MARIE MEDINA and SHARONE PIERRE,

Defendants.

COMPLAINT

COMES NOW Association of St. C. Condominium Owners ("the Association") and for their Complaint against Defendants Marjorie Robbins, Jackie Joseph, Karen Rasmussen, Ann Marie Medina (collectively "the Former Board") and Diana Robinson ("Robinson") and Sharone Pierre ("Pierre") (Robinson, Pierre and Former Board also known collectively as "Defendants").

INTRODUCTARY STATEMENT

This action is being brought by Plaintiff as the result of concerted efforts and campaign by the Defendants to cover up their wrong doings by attempting to oust the current Board of Directors who are investigating the Defendants for breaching their fiduciary duties under the Declaration, By-laws, and Condominium Act, while serving on the Board or a committee, on behalf of St. C. Association.

JURISDICTION

This Court has jurisdiction pursuant to 4 V.I.C. § 76(a) et seq.

PARTIES

1. Plaintiff, Association of St. C. Condominium Owners, is a U.S. Virgin Islands Association, with its principal place of business on St. Croix.

2. Defendant, Marjorie Robbins ("Robbins"), is a Unit Owner at St. C. Condominium, and previously served on the Board of Directors, from May 2014 to February 2022, and in the capacity of President, Vice President, and other officer and committee positions for all relevant periods herein.

3. Defendant, Jackie Joseph ("Joseph"), is a Unit Owner at St. C. Condominium, and previously served on the Board of Directors and in the capacity of Treasurer for all relevant periods herein.

4. Defendant, Karen Rasmussen ("Rasmussen"), is a Unit Owner at St. C. Condominium, and previously served on the Board of Directors and in the capacity of Secretary for all relevant periods herein. Ms. Rasmussen was re-elected to the Board effective February 26, 2022.

5. Diana Robinson ("Robinson") is a Unit Owner at St. C. Condominium, and previously served on the Board of Directors and was re-elected to serve on the Board effective February 26, 2022.

6. Ann Marie Medina ("Medina") is a Unit Owner at St. C. Condominium, and previously served on the Board of Directors and was re-elected to serve on the Board effective February 26, 2022.

7. Sharone Pierre ("Pierre") is a resident of Clearwater Florida located at 2950 Elysium Way, Clearwater, FL 33759 and is a Unit Owner at St. C. Condominium. Defendant Pierre previously served on the Finance Committee for St. C. Condominium.

8. The Association was formed and duly constituted under the provisions of the Condominium Act of the Virgin Islands (Title 28, V.I.C.), (hereinafter called the "Act") to serve as the medium through which the owners of condo units in the said condominium can, as an

association, administer, manage and operate the Condominium and Common Areas and Facilities described in the Declaration.

9. The Association is managed by a Board.

10. The conduct of the Board is governed by the Bylaws of the Association.

11. The Association has a strong Conflicts of Interest Policy in their Bylaws, Section XIV, that prevents Officers and Board Members from engaging in activities that could create ethical conflicts.

12. The Association Bylaws and 28 V.I.C. 919 requires Association to keep detailed records. *28 V.I.C. 919; Association Bylaws, Article V.11; Association Bylaws, Article IX Records and Audits.*

FACTUAL ALLEGATIONS IN GENERAL

13. Under Defendants' watch, the Association received $5,710,906.95 of insurance for damage caused by Hurricane Maria. After diligent analysis of the Association finances, approximately $1,553,419.08 of insurance money from Hurricane Maria damage cannot be accounted for. *Exhibit 1, Breakdown of Hurricane Funds*.

14. After the Association learned the amount of Hurricane Funds they would receive, the Defendants, lead by Defendant Pierre, petitioned for and had the current President and Treasurer removed from the Board. This Petition was signed by Defendants Pierre, Medina, Robinson, and Joseph. *Exhibit 2, Petition for Special Meeting dated February 12, 2018.*

15. Defendant Robbins then became President and Defendant Joseph became Treasurer.

16. Under Defendants' watch, the Defendants failed to use the Association's accounting system to track hurricane funds and expenses. Rather they created Excel spreadsheets to report reconciling Hurricane Maria funds and repairs. These Excel spreadsheets do not tie to

the Association's accounting system and lack back up documents and detail of where or how all the funds were used.

17. At the August 9, 2018, Financial Committee meeting, Defendant Joseph's report reads:

> Financial Reports---Roy suggested the Hurricane Maria Profit & Loss be reported as Other Income (Loss) below the line, and not be included in the Operating Budget. The committee agreed to this reporting.
>
> *Exhibit 3, Finance Committee Meeting dated August 9, 2018*

18. The Committee and Former Board grossly failed to follow not only the law and the Bylaws, but their own recommendations.

19. Per the Treasurer's Report, Defendant Joseph created Excel spreadsheets for "Hurricane Funds – Bank Reconciliation". She has a line item that states "Funds Transferred For Purchases, To Operating Account, ($1,140,000.00)". *Exhibit 4, March 10, 2021 Annual Meeting, Treasurer's Report, page 11*.

20. There was no Board Authorization or Unit Owner authorizations for redirecting Hurricane Maria funds from two specially designated banking accounts into the Operating Budget. *Association Bylaws, Article V.11.g; Article IX Records and Audits.*

21. On this same page, below the $1,140,000.00 line item, Defendant Joseph then lists the hurricane expenses from both of the specially designated Hurricane Maria bank accounts. *Exhibit 4, March 10, 2021 Annual Meeting, Treasurer's Report, page 11*.

22. Yet there is no tracking or accountability for the $1,140,000.00 transferred to the Operating Account. Nor are there Board minutes or approvals. Rather than keep Hurricane Maria funds separate in the specially designated bank accounts, the Hurricane Maria funds where then comingled with the Association Operating Account.

23. Under the Defendants' watch, the Association's Operating Account grossly lacks any documentation to show how, where, and why funds were spent. Defendant Joseph wrongly stated:

> Hurricane Maria Bank Accounts have been reconciled and balanced through January 31, 2021, and every transaction, including funds transferred to the operating account can be **traced** accordingly. **Please see the attached reports, which are also available for scrutiny at the STC office by ALL owners.**

Exhibit 4, March 10, 2021 Annual Meeting, Treasurer's Report.

24. Defendant Joseph's statement above may be true for what is shown in the few bank statements for the specially designated Hurricane Maria accounts; however, it does not reconcile the $1,140,000.00 of Hurricane Maria funds moved to the Association Operating Account. None of the "attached reports" reconcile where or what happened to the $1,140,000.00. None of Defendant Joseph's supporting documents show that $1,140,000.00 was transferred nor is there a date associated with said transfer. *See Generally, Exhibit 4, March 10, 2021 Annual Meeting. Treasurer's Report.*

25. Under Defendants' watch, the last financial audit was for FY2015 despite the law requiring an audit every year. *28 V.I.C. 919. Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019, page 1,* stating "Annual Audit: The last audit conducted for the Association was Fiscal Year 2015. The 2018 board of directors was responsible for signing off on the 2015 audit, after a final review was requested, since we could not verify the numbers. See also, *Exhibit 6, Defendant Jackie Joseph Email dated May 5, 2020* stating "…we have a few audits pending for prior years." See also *Exhibit 7, Defendant Joseph Treasurer's Report dated May 1, 2019, page 3 (Board Meeting)* 2016 Audit not completed and causing problems with the Bureau of Internal Revenue.

26. Under Defendants' watch, when the Board was questioned about Hurricane Maria funds, accounting and audits, Defendant Joseph and the Former Board refused to hold regular Finance Committee meeting. During 2018 and 2019, key years for Hurricane Maria funds and repairs, Treasurer Joseph held only two Finance Committee meetings - August 9, 2018 and May 30, 2019. Minutes were never produced for Board or later Committee approval.

27. Treasurer Joseph and the Former Board agreed that she only needs to do a Treasurer's report quarterly, not monthly, despite the Association failing to perform required audits, comingling of funds, firing the bookkeeper and saying they could do the accounting in-house, failure to file taxes for years, and losing their Business License, to mention only a few of the many serious accounting problems. *See Exhibit 8, Treasurer's Report, dated May 9, 2018 (Board Meeting)*. See *Exhibit 7, Defendant Joseph Treasurer's Report dated May 1, 2019 (Board Meeting)*.

28. The reported committee overseeing hurricane insurance proceeds were Anne Marie Medina, Eurkres Railings, Marjorie Robbins, Karen Rasmussen, Sharone Pierre, Vera Baquet and Vicki Rivera. *See Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019, page 2*. *See also, Exhibit 3, Finance Committee Meeting dated August 9, 2018*.

29. Under Defendants' watch, the Defendants covered up and "**made journal entries the Board would not want seen**". *See Exhibit 9; Email dated November 29, 2021 between Marjorie Robbins and Mark Adams* (emphasis added). To date, Robbins and Joseph have failed to disclose to the full Board these hidden journal entries.

30. Under Defendants' watch, due to the mismanagement of the Association, Attorney Trudy Fenster as a Unit Owner, in February of 2021, drafted a Complaint against the Association for failure to resolve her hurricane damage issues. This was almost three and a half years after Hurricane Maria. Among the allegations against the Association: 1. Negligent Handling Of

Association Insurance Proceeds; 2. Negligent Handling Of Hurricane Repairs; 3. Gross Negligence; 4. Breach Of Fiduciary Duty. *See Exhibit 10, Fenster Lawsuit*. The Association then paid attorney Fenster a significant sum of money to resolve her threatened lawsuit.

31. Under Defendants' watch, the Former Board allowed the Association to operate at a deficit resulting in deliberate shortfalls to cover needed upkeep and repairs of the Common Areas that normally would be covered by proper HOA fees for operating expenses. *Exhibit 11, Email July 9, 2020* from Robbins to Joseph stating "the fees should really be about $800/month to come near to covering expenses, I believe the rate, as approved in the annual meeting, should remain at $650 for now."

32. Further, the Former Board passed budgets for CY2019/2020/2021 showing an operating deficit of $-486,284.32 (CY 2019), $-465,746.55 (CY 2020), $-467,040.00 (CY 2021). *Exhibit 12 Budgets for CY2019/2020/2021.*

33. Actual results of CY 2018 were a reported loss of $-430,882.30; CY 2019 was a reported loss of $-717,818.00; and for 2020 the reported loss was $-408,251.45. *See Exhibit 13, Treasure's Report by Defendant Joseph dated February 13, 2021, page 2*.

34. Under Defendants' watch, the Defendants misappropriated Unit Owner Reserve Funds and Common Use Charges fees. They failed to apply funds invoiced and billed separately from Common Use Charges. Each Unit Owner was invoiced as a separate line item for "Long Term Repair / Replacement Maintenance Reserve Fee" (the "Reserve Fund"). The money collected from Unit Owners was never identified as Reserve Funds or deposited into the Reserve Fund account.

35. There was no Board Authorization or Unit Owner authorizations for redirecting the Reserve Funds. Under the Former Board, the last recorded Reserve Fund money deposited into

the Reserve Fund account was September 1, 2016. *See Exhibit 14, Transaction Report for 9/1/2016.*

36. In fact, on April 30, 2019, the Finance Committee acknowledged the Board's failure to properly protect the Reserve Funds:

> Reserves need to be addressed. The Association is currently not depositing money into the reserve account, although reserves are an allocated portion of the HOA fees. It is important to maintain reserves for unforeseen expenditures, and reserves factor in when lenders make decisions on Owners' applications for loans.

Exhibit 7, Defendant Joseph Treasurer's Report dated May 1, 2019 (Board Meeting).

> **Maintaining Adequate Reserves:** It is the Board's responsibility to begin maintaining adequate Reserves according to the HOA monthly fees allocation.

Exhibit 28; Defendant Joseph Treasurer's Report dated January 21, 2020.

37. The Former Board still failed to properly separate Unit Owners' Reserve Funds.

38. Under Defendants' watch, late fees and finance charges were stopped without Board approval. *Exhibit 15, Email from Joseph to Robbins dated January 11, 2022.* Note that this email, as explained below, was written by Defendant Joseph years after the fact to try and cover for Defendant Robbins' claim she did not have to pay past HOA fees, etc.

39. If the Board had approved, Robbins would have produced the Board minutes documenting the approval, but she knew there was no Board approval, hence the after-the-fact email from Defendant Joseph.

40. In fact, in 2022 when Defendant Robbins sold Unit 144 (she acquired at the expense of the Association), she claimed that she should not have to pay back HOA fees of Eight Thousand Three Hundred Twenty Five Dollars and Sixteen Cents ($8,325.16) because the late fees/finance charges were turned off and not invoiced to her. Coincidentally - under her watch while acquiring and selling St. C. Condos. *Id.*

41. Further, during this same time, Defendant Joseph as Treasurer and Board Member reported:

> I am pleased to report that the 2018 Financial Reports are in good order.
> The Annual Meeting Package includes the approved 2019 budget, Profit and Loss statements for Operating Accounts and Hurricane Maria Accounts, for the period January 2018 through December 31, 2018.
> A Balance Sheet is also included as of December 31, 2018.
> Kindly note that the financial reports are subject to audit adjustments, however no irregularities are expected since the Bank Reconciliations have been completed and reviewed through December 31, 2018. Additionally, better internal controls and oversight are now in place.
>
> *Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019.*

42. Then on July 8, 2020, Defendant Joseph, as Treasurer, reported "There is better financial management of funds, so most of the Association's expenses are mainly fixed costs; for example Payroll, Utilities, any Common Area Costs." And "Total Cash Balance is $2,603,755 before adjustments." *Exhibit 16, Jackie Joseph Treasure Report dated July 8, 2020.*

43. On February 27, 2019, Defendant Joseph, as Treasurer, reported they borrowed funds of "$516,091, of which $361,263 .47 was financed for 9 months at 4.5%, and interest of $6,807.46. The down payment of $154,827 was borrowed from the Hurricane Maria funds." *Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019.*

44. On February 13, 2021, Defendant Joseph, as Treasurer, reported "Once again, the board borrowed $449,000 to pay the Property Insurance." And reported "Balance Sheet-Equity Accounts - All adjustments to the Fund Accounts will be done by the "Auditors". All Audit Schedules have been completed for 2017 through 2020." *Exhibit 13, Treasure's Report by Defendant Joseph dated February 13, 2021, page 2.*

45. Under Defendant's watch, the Association suffered a loss of $11,474.00 as a result of failure to file and pay payroll taxes. *Exhibit 5, Annual Board Meeting, dated February 27, 2019.*

46. Importantly, no required annual audits were done as reported by the Former Board. *28 V.I.C. 919; Association Bylaws, Article IX Records and Audits.*

47. Importantly, despite reporting a cash balance of $2,603,775.00 the Association is borrowing funds and running financial deficits of hundreds of thousands of dollars.

48. Importantly, despite the Defendants knowing that the Hurricane Insurance Proceeds should remain separate from the general operating expenses, the Former Board knowingly co-mingled funds and failed to keep accurate records. *28 V.I.C. 919; Association Bylaws, Article V.11.g; Association Bylaws, Article IX Records and Audits.*

49. Importantly, despite the Defendants knowing that the Unit Owner Reserve Fund should remain separate from the general operating expenses, the Former Board knowingly co-mingled funds and failed to keep accurate records. *28 V.I.C. 919; Association Bylaws, Article IX.*

50. Importantly, despite the Defendants knowing that they have fiduciary duties to keep accurate records of the general operating expenses, the Former Board knowingly failed to keep accurate records. *28 V.I.C. 919; Association Bylaws, Article IX Records and Audits.*

51. The financial inconsistencies, failure to conduct required audits, failure to account for and track insurance proceeds, failure to fund the Reserve Fund account paid by Unit Owners, and reporting that the financials are in good condition to Unit Owners by the Former Board, was deliberate and deceitful in order to cover the Defendant's wrongful acts and gross mismanagement of the Association.

52. It should also be noted that certain of these Defendants received favorable treatment from the hurricane funds. After Hurricane Maria, there was an Owner Reimbursement Project

Committee consisting of Defendant Robbins, Defendant Joseph, Joanna Walker, and Dennis Smith. There was no Board approval for this Committee. Rather the three of them approved reimbursements instead of the Board. *Exhibit 17, Robbins email dated August 7, 2020* stating "the Committee decided to honor invoices back to 2015".

53. For example, each Unit has the same layout and same requirements for hurricane shutters. Most Unit Owners received $2,305.00 which was the cost per unit for hurricane shutters. Defendant Robbins and Defendant Robinson received $3,279.00 and $3,315.53 respectively. *Exhibit 18, Hurricane Checking Account 1250, page 1.*

54. Without Board approval, Defendant Pierre was given $4,076.00 for hurricane shutters she installed in 2014. *Id. Exhibit 19, Board Minutes May 13, 2020, page 3*. *See also Exhibit 17*.

55. The Excel spreadsheets created by the Former Board are incomplete, missing data, have little supporting back-up documentation, use inconsistent terms, and in many cases the Memo column box is blank leaving one to guess what the payment was for. *See Exhibit 18 for Diane Robinson*.

56. The files are full of payment authorizations without the required signatures from the President, Vice President, and Treasure to approve. The Association Bylaws require at least two signatures. *Article V.11.n*. This requirement was not followed and many times the person receiving the money, approved the payment to themselves. For example, Defendant Robbins on March 31, 2020, approved and paid herself $1,300 for new bathroom vanities. *Exhibit 20, Reimbursement Sheet signed by only Robbins.*

57. Under Defendants' watch, the Board went 3 years without a General Manager, leaving the Association affairs in the hands of these Former Board Members.

58. Under Defendants' watch, President Robbins falsified real estate contracts allegedly acting and signing these contracts on behalf of the Association.

59. President Robbins took advantage of unilaterally waiving fees for her real estate clients, the Camerons, and for her own benefit. *Exhibit 21, Cameron Contract, Page 7*, waving 3 months of HOA fees after closing. *See also the signature pages.*

60. Defendant Robbins was President of the Association and was the Broker/owner of her real estate company, Danish West Indies Realty.

61. At the same time President Robbins requested, and without abstaining, voted herself a "forever wavier of conflict". Defendant Rasmussen also voted that Defendant Robbins should have a "forever waiver of conflict". *Exhibit 22, Email from Manager to Attorney Semaj Johnson dated February 28, 2018*.

62. Despite advice not to grant the waiver from then Association Counsel Semaj Johnson, and attorney Johnson questioning if the vote was proper, and no formal done by Attorney Johnson, Defendant Robbins moved forward to negotiate and sell St. C. properties that the Association maintained a financial interest in. *Association Bylaws, Article V.11. i and j.*

63. Defendant Robbins hired key employees without prior Board approval or consultation on salary, employment terms, including rehiring an employee who was previously accused of sexual harassment, which Defendant Robbins knew about. *Exhibit 23, Board Minutes, June 12, 2019, page 4.*

64. Under the Former Boards watch, Dawn M. Aley, an employee who worked at the office, embezzled $110,507.00 of the Association's assets between August 24, 2015 and March 17, 2017.

65. The Association operates a coin operated laundry facility. Prior history showed revenue of over $3,000.00 to $4,000.00 annually. For years 2019 and 2020, up until the new

board in late 2021, the laundry revenues dropped to around $800 annually. Since the new board, revenue is now back to its previous revenue levels of $3,000.00 to $4,000.00 annually.

66. Petty Cash was not tracked from June 2, 2017, and beyond until the new board was elected in 2021. No controls and only scant receipts leaving no idea of what was spent or reimbursed

67. Despite the emails and Board Minutes being replete with the mismanagement of the Association, rather than the Former Board Members investigating and correcting the problem, they now seek to garner proxies from other Unit Owners based on false statements like "the new board is voting to raise your HOA fees". Currently, the Defendants have engaged in a plan to regain control of the Board so they can continue their efforts to cover up their wrongs and prevent further investigation by the current Board.

68. This is a pattern now repeated 4 times by Defendant Pierre.

69. Interestingly, the latest Defendants' petition to vote the current board out, includes other former board members, who are not currently named defendants; however, the Plaintiff reserves the right to add them should discovery shed light on any illicit activities of these former board members.

SPECIFIC ALLEGATIONS AGAINST MARJORIE ROBBINS

70. Defendant Robbins was the Secretary of the Board from May 2014 to April of 2015, Vice President of the Board from April 2015 to January of 2019, President of the Board from February 2019 to March 2021 and remained on the Board until February 2022. She served on various committees.

71. At all relevant times, Marjorie Robbins, breached her fiduciary duties to the Association and unit owners by her mismanagement, self-dealing and conflicts of interests as noted above and as follows:

Mismanagement of HOA Affairs and Financials

72. Defendant Robbins failed to notify the Association's insurance company of a death that occurred at St. C (renter fell from a third story balcony). Notification was made by Joanna Walker a year after the incident when a summons was received. Failure to report the incident timely has now jeopardized the Association's insurance coverage as the carrier has taken a Reservation of Rights. *Exhibit 24, Reservation of Rights Letter.* This is ongoing litigation.

73. Defendant Robbins failed and refuses to return all documents and bank tokens to the Association following her tenure on the Board and as an Officer.

74. Defendant Robbins spent significant Association funds without Board approval or obtaining another officer(s) signature(s).

75. Defendant Robbins left blank, signed Association checks in the office for employees to use at will.

76. Defendant Robbins sent emails to owners with misinformation and defamatory statements.

Self Dealing and Conflicts of Interest

77. Defendant Robbins defrauded the Association through the unethical sales of Association properties going into or were in foreclosure.

78. Defendant Robbins, at all times relevant, was a real estate agent and officer/member of the Board when she used her position to sell St. C condominiums, for her own benefit, that were not even listed on MLS, such as Unit #124.

79. With regards to the sale of St. C condos, Defendant Robbins was involved in at least four questionable sales of St. C units; Units 116, 144, 124 and 214. Interestingly, each of those units were sold to Gary and Susan Cameron ("Cameron"). Defendant Robbins failed to

properly disclose or obtain any proper waiver for her Conflicts of Interests as prohibited under the Association's By-Laws.

80. With regards to Unit 124, Defendant Robbins signed a contract to sell this Unit to the Camerons as President and as agent for the Camerons. The contract states that there was a $1,000 and $5,000 earnest money deposit ("EMD") written from the Camerons and deposited into her trust account. *Exhibit 21, Cameron Contract*.

81. On February 19, 2022, the Association attorney requested proof of the deposit and EMD checks into Defendant Robbins' escrow account. *Exhibit 25, Email chain dated February 19, 2022*. Defendant Robbins responded and said "will do next time I go to the office". *Id*. She never sent proof. In a series of follow-up requests, Defendant Robbins stated in writing that she forwarded EMD proof to attorney Gerald Groner. Attorney Groner confirmed no such email was ever sent nor was he representing her. *Id.*

82. Then Defendant Robbins made several other excuses and promises which were never honored, including her attorney was reviewing. However, she refused to disclose which attorney she had reviewing the request. *Exhibit 26, Email chain – Stucki, Robbins' Emails*.

83. Defendant Robbins then said she would confirm when the EMD was returned to the Camerons. This never happened.

84. As of the filing of this Complaint, Defendant Robbins has not provided the undersigned or Plaintiff proof of the Earnest Money Deposits that were being held on behalf of the Association in her real estate firm's Trust Account. *See Exhibits 25 and 26.*

85. In hopes the inquiry would go away, Defendant Robbins and the Camerons walked away from the now questioned sale being proper. *See Exhibit 25, Groner email dated March 17, 2022*.

86. At an annual meeting held on April 26, 2021, the existing Board at the time voted to remove Defendant Robbins as President because of her general mismanagement, unapproved expenditure of funds, operating independently or solely with Defendant Joseph on financial decisions and self-dealing. *Exhibit 27, Board Minutes March 10, 2021*.

SPECIFIC ALLEGATIONS AGAINST JACKIE JOSEPH

87. Defendant Joseph served as a Director of the Board from April 2015 to February 2021, Treasurer from April 2018 to March 2021. She also served as Chair of Finance Committee.

88. In addition to the above, Defendant Joseph breached her fiduciary duties to the Unit Owners and Association and conspired to hide financial entries from certain Board Members. Defendant Joseph "made journal entries the Board would not want seen". *Exhibit 9; Email dated November 29, 2021 between Marjorie Robbins and Mark Adams*.

89. Defendant Joseph budgeted and recommended collection of the Reserve Funds and then failed to oversee the deposits/transactions to fund the Reserve Fund account. *Exhibit 7, Defendant Joseph Treasurer's Report dated May 1, 2019 (Board Meeting). Exhibit 28; Defendant Joseph Treasurer's Report dated January 21, 2020*.

90. Defendant Joseph knowingly reported false information to the Board stating owner of Unit 144 to be an active duty military member so foreclosure was a problem. Subsequently, Defendant Robbins became the owner of this Condo. *Exhibit 15.*

91. Defendant Joseph failed to ensure that office procedures included safeguarding of owner credit card information. Owners' credit cards and other personal information was kept in non-secured locations. *Exhibit 5, Annual Board Meeting, dated February 27, 2019.*

92. Defendant Joseph issued and signed checks for unauthorized expenses without Board approval.

93. In addition to the above, during their tenure as President and Treasurer, Defendants Robbins and Joseph conspired to misrepresent the actual financials of the Association, including for their own financial gain.

SPECIFIC ALLEGATIONS AGAINST KAREN RASMUSSEN

94. Defendant Rasmussen served as a Director of the Board from February 2017 to February 2019. Secretary from April 2018 to January 2019. She served on various committees, including the Bylaw and Finance Committees.

95. Defendant Rasmussen served on the "Finance Committee" overseeing Hurricane Maria insurance proceeds along with Defendants Medina, Robbins, Joseph, and Pierre. *Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019, page 2*.

96. As noted above, while Karen Rasmussen served as a Board member, she breached her fiduciary duties to the Association as a Board Member by granting the President a "forever" waiver of conflict, by rubber stamping the President's and Treasurer's actions, failing to investigate wrong doings by other Board Members, failing to make sure Hurricane Maria funds were properly allocated and accounted for, failing to document Association and Board actions, failing to make sure Common Use Charges and the Reserve Fund were administered properly, failing to follow the By-Laws, failing to make sure there was proper oversight of Association employees, and sending confidential information given to her as a Board Member to non-board members.

97. Defendant Rasmussen conspired with Defendant Pierre and the other Former Board Defendants to get herself and two other Former Board members (Defendants Medina and Robinson) back on the Board via proxies she personally solicited under false pretenses in conjunction with Defendants Pierre, Medina, and Robinson.

SPECIFIC ALLEGATIONS AGAINST DIANA ROBINSON

98. Defendant Robinson served as a Director of the Board for various time periods prior to 2014, and served on various committees during key periods under this Complaint.

99. Defendant Robinson conspired with Defendant Pierre and the other Former Board Defendants to get herself and two other Former Board members (Defendants Rasmussen and Medina) back on the Board via proxies she personally solicited under false pretenses in conjunction with Defendants Pierre, Medina, and Rasmussen.

SPECIFIC ALLEGATIONS AGAINST ANN MARIE MEDINA

100. Defendant Medina served as a Director of the Board for various time periods prior to 2014, and served on various committees during key periods under this Complaint.

101. Defendant Medina served on the Finance Committee overseeing Hurricane Maria insurance proceeds along with Defendants Pierre, Robbins, Joseph, and Rasmussen. *Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019, page 2.*

102. Defendant Medina breached her fiduciary duties to the Association as a Board Member by rubber stamping committee actions she knew were wrong given her prior experience as an Association Board Member and Officer, failing to make sure Hurricane Maria funds were properly allocated and accounted for, failing to make sure Common Use Charges and the Reserve Fund were administered properly, and failing to follow the By-Laws.

103. Defendant Medina conspired with Defendant Pierre and the other Former Board Defendants to get herself and two other Former Board members (Defendants Rasmussen and Robinson) back on the Board via proxies she personally solicited under false pretenses in conjunction with Defendants Pierre, Robinson, and Rasmussen.

SPECIFIC ALLEGATIONS AGAINST SHARONE PIERRE

104. Defendant Pierre is the mouthpiece and co-conspirator for the Former Board. When false information needs to be disseminated, Defendant Pierre does an email blast to all Unit Owners

she thinks will side with her and the Former Board. Defendant Pierre has a pattern of collecting Owner proxies that she garners through defamatory and false claims of what the current Board is or is not doing, then uses the proxies to remove and vote in Board Members of her circle. The 2022 Annual Meeting is another prime example of Defendant Pierre's efforts to conspire with the Former Board to put 3 of their confidants (Defendants Medina, Rasmussen, and Robinson) back on the Board via proxies she personally solicited under false pretenses, in conjunction with Medina, Rasmussen, and Robinson.

105. Defendant Pierre served on the Finance Committee overseeing Hurricane Maria insurance proceeds along with Defendants Medina, Robbins, Joseph, and Rasmussen. *Exhibit 5, Jackie Joseph Treasure Report dated February 27, 2019, page 2*.

106. Defendant Pierre wrongly received Hurricane Maria insurance payments that did not relate to damage to her Unit, but rather were for improvements she made back in 2014. There was no Board approval and she did not sign the release sent to her by Defendant Robbins. *See Exhibit 18, Hurricane Checking Account 1250; Exhibit 19, Board Minutes May 15, 2020, page 3*.

107. Defendant Pierre actively took part with the Former Board Members to assist and help the Former Board Members breach their fiduciary duties to the Association and Unit Owners and then help assist the Former Board Members to cover up their actions.

COUNT I
BREACH OF FIDUCIARY DUTY

108. Plaintiff re-alleges, adopt, and incorporate herein all of the allegations of the preceding paragraphs.

109. At all relevant times, the Defendants were responsible for or took and active role in the administration of St. C Condominiums.

110. At all relevant times, the Defendants were charged with administering, supervising, and managing the St. C Condominiums and the condominium property by and on behalf of the condominium Unit Owners in accordance with the Declaration, By-Laws, and Title 28 of the Virgin Islands Code (hereinafter "Condominium Act").

111. The Defendants had a fiduciary duty to carry out their obligations in administering, supervising, and managing the St. C Condominiums and the condominium property by and on behalf of the condominium Unit Owners in accordance with the Declaration, By-Laws, and Condominium Act in a manner that is not arbitrary or capricious.

112. The Defendants shared an obligation to carry out their responsibilities as Board Members, and/or members of St. C Committees, with the utmost good faith, fairness, and honesty in their dealings with and for Unit Owners.

113. Defendants breached their fiduciary duty by failing in its statutory duty to obtain an independent annual audit of Association Finances.

114. For many years, the Former Board failed to properly manage the financial affairs of the organization, including but not limited to proper tracking and accounting of Hurricane Maria Insurance proceeds, Common Expenses, Reserve Funds, and in general, sound financial management of the Association.

115. For many years, the Former Board failed to maintain its business license, and failed to employ standard accounting practices to prevent staff embezzlement.

116. For many years some Former Board members violated the By-law's Conflict of Interest Policy, Article XIV, by using nonpublic Association information for their personal gain or advantage, or for the gain or advantage of another.

117. The Defendants have engaged in self-dealing to the detriment of Unit Owners and the Plaintiff, to include preferential treatment to one or more Defendants.

118. The Defendants negligence, gross negligence, self-dealing conduct, fraud make false financial journal entries, disband the Finance Committee, and make it impossible to track Hurricane Maria expenditures, petty cash, Unit Owner Reserve Funds, and exposed the Association to additional liabilities.

COUNT II
NEGLIGENCE AND GROSS NEGLIGENCE

119. Plaintiff re-alleges, adopt, and incorporate herein all of the allegations of the preceding paragraphs.

120. The Defendants acted with careless disregard, negligence, and gross negligence, in honoring and carrying out their responsibilities as Board Members and Committee Members by failing to act, correct, and properly administer the affairs of the Association.

COUNT III
FRAUD

121. Plaintiff re-alleges, adopt, and incorporate herein all of the allegations of the preceding paragraphs.

122. The Defendants committed fraud by knowingly making false statements, making false accounting entries, presenting false documents, and not reporting all details and facts to the full Board. The full Board, the Association, and Unit Owners relied on the Board activities as reported. Board Members and Unit Owners cast votes, adjusted Common Use Fees, and settled claims, among other things, as a result of relying on these false representations. The Association and Unit Owners have been damaged due to $1,500,000.00 of Hurricane Maria funds unaccounted for, the Reserve Funds unaccounted for, lost financial opportunities, and the amount of expenses and time to try and reconcile the Former Board Member’s wrongs.

COUNT IV
BREACH OF CONTRACT

123. The Plaintiff repeats and realleges all the foregoing allegations as though fully set forth herein.

124. The Defendants had a contract (the Bylaws) with the Association.

125. The Plaintiff has been damaged as a result of the breach of contract by the Defendants and are entitled to compensatory, incidental, and consequential damages for their conduct, as well as for all costs, expenses, attorneys' fees, and interest, and the injunctive relief requested herein.

COUNT IV
CIVIL CONSPIRACY

126. The Plaintiff repeats and realleges all the foregoing allegations as though fully set forth herein.

127. Defendants, especially, Robbins, Joseph, Rasmussan, and Pierre, agreed by and between themselves to violate provisions of the By-Laws, engage in self-dealing conduct, make false financial journal entries, disband the Finance Committee, and make it impossible to track Hurricane Maria expenditures, petty cash, Unit Owner Reserve Funds, and exposed the Association to additional liabilities.

128. There is liability for the acts underlying and forming the basis of the civil conspiracy described herein.

PRAYER FOR RELIEF

129. That as a direct and proximate result of the willful, wrongful, and intentional actions of the defendants, Plaintiff has been harmed and has suffered pecuniary loss and damages for which Plaintiff must be compensated.

130. That Plaintiff is entitled to such compensatory damages as is directly and proximately caused by Defendants' wrongful conduct in the amount proven at trial.

131. That Plaintiff is entitled to the award of costs, attorneys fees, and punitive damages as a result of Defendants' wrongful, intentional, willful conduct.

WHEREFORE, as a result of Defendants' actions the Plaintiff prays for the following relief to be determined by a trier of fact:

a. Demand is made for an Accounting from all Defendants
b. Award compensatory damages against Defendants according to proof, and in an amount to be determined at trial;
c. Award prejudgment interest and interest from the date of judgment on this amount at the statutory rate of per annum until fully paid;
d. Award punitive damages;
e. Award attorney's fees and court costs for the prosecution of this action;
f. For such other and further relief as the Court may deem just and proper.

Respectfully submitted by:

Dated: July 27, 2022 By:____________________________

Litigation Counsel
Christiansted, St. Croix
U.S. Virgin Islands 00820

Attorneys for Plaintiff