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

DARIN BOKENO, LORNA HINES, VALERIE STILES, WILLIS GAFFNEY, SANA GAFFNEY, JOSEPH ESTES, RR EVANS, MARESA FANELLI, DAWN SHERWOOD, CHERYL DANIEL, MARTIN LEVY, EURKRES RALLINGS, DANA MCDOUGAL, YEISAN MATTHEW, KENNETH YEE, VICTORIA YEE, DAVID PELTIER, LUCITA PELTIER, MICHAEL JOE DARRAH, SHANNA PIERRE, OLIVER PIERRE, PETER SERINI, JOSE SALDAÑA, ROY MEGNIN, THURSTUN, MCKELVIN, and MONA ROBERTS, Plaintiffs, vs. BOARD OF DIRECTORS OF THE ASSOCIATION OF ST. C CONDOMINIUM OWNERS, Defendant.	)	Case No. SX-2023-CV-00198 ACTION FOR DECLARATORY JUDGMENT, TEMPORARY, PRELIMINARY, AND PERMANENT INJUNCTION

SECOND AMENDED COMPLAINT

Plaintiffs, Darin Bokeno, Lorna Hines, Valerie Stiles, Willis Gaffney, Sana Gaffney, , Joe Estes, RR Evans, Maresa Fanelli, Dawn Sherwood, Cheryl Daniel, Martin Levy, Eurkres Rallings, Dana McDougal, Yiesan Matthew, Kenneth Yee, Victoria Yee, David Peltier, Lucita Peltier, Michael Joe Darrah, Shanna Pierre, Oliver Pierre, Peter Serini, Jose Saldaña, Roy Megnin, Thurston, McKelvin, and Mona Roberts, by and through their undersigned counsel, law offices of Barnes, D'Amour & Vogel; Kevin F. D'Amour and Jennifer S. Koockogey-Lajoie as counsel, and for their Second Amended Complaint against the above-named Defendant, The Board of Directors of the Association of St. C. Condominium Owners (hereinafter "the BOD") allege as follows:

SUMMARY

This controversy rests upon the BOD's violation of the following Articles of the By-Laws of the Association of St. C Condominium Owners (hereinafter "the By-Laws") in pertinent parts:

A. Article IV- ASSOCIATION OF OWNERS.

Section 5. Place of Meetings.
Meetings of the Association shall be held at the principal office of the Association or at such other place on St. Croix, U.S. Virgin Islands, as the Board of Directors shall designate.

Section 6. Annual Meeting.
The Association shall hold an Annual meeting on the premises of the Condominium in February of each year or at such other date as the Board of Directors shall designate at which time the owners present or represented by proxy shall elect members to the Board of Directors of the Association, as provided for in the By-laws herein, and shall transact such other business as may properly come before the meeting.

Section 7. Special Meeting.
Special meetings of the Association may be called by the President of the Board of Directors or a majority of the Board or upon receipt of written request from ten (10) or more owners. Such written request shall state the purpose or purposes of the proposed meeting. Such meeting shall be held no more than sixty (60) days from the date of receipt of such request. Business transacted at a special meeting shall be limited to the purpose or purposes set forth in the notice of such special meeting.

Section 8. Notice of Meeting.
Notice of meetings of the Association shall be in writing and shall include the purpose of the meeting. Such notice shall be emailed, mailed postage prepaid or delivered to each owner of record at the address appearing upon the books of the Association not less than thirty (30) days prior to the date of any such Annual or Special Meeting.

Section 12. Quorum of Owners.
A quorum of all meetings of the Association shall consist of at least 40% of owners eligible to vote, either in person or represented by an authorized proxy. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of an owner or owners. In the absence of a quorum, the owners present may adjourn the meeting to a future date.

Section 14. Voting; Authorization of Proxy; One Vote Limitation.
Each Owner, or the proxyholder designated to act on the Owner's behalf, shall be entitled to cast votes germane to the Owner's unit at the annual meeting of the Association. The designation of any such proxy shall be made in writing, duly witnessed, and delivered by the Owner to the proxyholder. The total number of votes shall not exceed 132.

B. Article V- DIRECTORS.

Section 2. Nomination and Election. Subsections c and e.

c. A printed ballot shall be prepared by the Nominating Committee and mailed to each owner at least thirty (30) days before the Annual Meeting. Where there is more than one nominee for any one office, such names shall be arranged in alphabetical order on the ballot. Each owner shall include their name and unit number on the ballot; deliver the ballot to the Association's Attorney in the self-addressed envelope provided by the Association in the Annual Meeting notice and balloting package delivered to the owners or via email to the Association's Attorney.

e. No owner who has failed to pay his or her Common Charges within 90 days after being assessed by the Board or management shall be eligible to vote for or serve as a member of the Board of Directors. At least seven calendar days prior to the Annual Meeting, the General Manager shall report to the Board of Directors the names of all owners so barred from voting for or serving as members of the Board. Any owner so named may appeal to the general membership at the Annual Meeting and may, upon majority vote of these present, be permitted to vote for or serve as a member of the Board of Directors.

Section 3. Removal and Resignations.
a. Any or all of the Directors may be removed for cause or without cause, by vote of the majority of all owners of the Association at an Annual Meeting or at a Special meeting called for that purpose. Any Director may be removed for cause by vote of a majority of the Board of Directors.

Any member of the Board of directors whose removal has been proposed shall be given an opportunity to be heard.

b. A Director may resign at any time by giving written notice to the Secretary of the Association or, in the case of vacancy in the position of the Secretary, to the President or acting President. Unless otherwise specified in the letter of resignation, the resignation shall only take effect upon acceptance by the Board of Directors by vote at a meeting of the Board of Directors.

Section 4. Filling Vacancies.
Vacancies occurring on the Board for any reason may be filled either by vote of the owners at any Annual Meeting or special meeting or, in the absence of such a meeting, by vote of the majority of the Directors then in office. Any Director so appointed shall serve for the remainder of the replaced Director's term.

The Board shall act with due diligence to fill vacant Board seats after a resignation or removal. Nominations may be submitted to the Secretary of the Board in writing, or nominations may be made at a regularly scheduled Board Meeting. Persons nominated must meet all eligibility qualifications and be approved by majority Board vote.

C. Article VII- OPERATION OF THE CONDOMINIUM.

Section 1. Determination of Common Expenses and Fixing of Common Charges.
The Board of Directors shall at least annually prepare a budget for the Association, determine the amount of the common charges payable by the owners to meet the common expenses and allocate and assess such common charges among the owners according to their respective common interests.

The common expenses shall include, among other things, the insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors. The common expense shall include such amounts as the Board of Directors deems proper for the operation and maintenance of the common areas and facilities, including, without limitation, an amount for working capital, for a general operating reserve and for a reserve fund for replacement and to make up any deficit in the common expenses for any prior year.

The common expenses may also include such amounts as may be required for the purchase by the Board of Directors, on behalf of all owners, of any condo unit which is to be sold at a foreclosure, judicial sale or other transaction. The Board of Directors shall advise all owners in writing of the amount of common charges payable by each of them, and shall, upon request, promptly furnish copies of each budget on which such common charges are based to the owners and with the Annual Meeting package.

<u>Section 9. Maintenance and Repair.</u>
a. All maintenance of, or repairs to, the common areas not necessitated by the negligence or misuse of the owner of a condo unit shall be the responsibility of the Association. Each owner shall be responsible for all damages to any other condo unit and/or to the common areas and facilities caused by his failure so to maintain and repair his condo unit or arising out of such owner's negligence, misuse or neglect of any common areas and facilities contained in his condo unit.

b. All maintenance, repairs and replacement to the common areas and facilities, whether located inside or outside of the condo unit (unless necessitated by the negligence or misuse of an owner, in which case such expense shall be charged to such owner) shall be made by the Board of Directors and be charged to all the owners as a common expense.

<u>Section 11. Additions, Alterations, Repairs or Improvements by the Board of Directors.</u>
Whether, in the judgment of the Board of Directors, the common areas and facilities shall require additions, alterations, repairs or improvements costing in excess of $150,000, the making of such additions, alterations, repairs or improvements shall be approved, at a meeting of the Association, by vote of at least a majority of the owners voting either in person or by proxy.

The Board of Directors shall then proceed with such additions, alterations, repairs or improvements and the cost thereof shall constitute a common expense. Any additions alterations, repairs or improvements costing $150,000 or less may be made by the Board of Directors without approval of the owners and the cost thereof shall constitute a common expense.

D. Article IX- RECORDS AND AUDITS.

<u>Section 1. Records.</u>
The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures,

as well as a separate account for each condo unit which, among other things shall contain the amount of each assessment of common charges against such condo unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all owners at least annually.

In addition, an annual report of the receipts and expenditures of the Association by an independent auditor shall be rendered by the Board of Directors to all owners and all mortgagees of condo units who have requested the same, within sixty (60) days after the end of each fiscal year.

Section 2. Examination of Books.
Each owner of a condo unit shall be permitted to examine the books of accounts of the Association on business days during business hours, provided that the owner gives the Association Treasurer or the Manager two (2) days written notice for such examination, and further provided that all such books shall remain in the Condominium office at all times.

E. Article XIV- CONFLICT OF INTEREST POLICY

What it means:

Employees, directors and officers shall, but not limited to:

[…]

- Avoid personal relationships with other employees, directors or officers where parties in the relationship may receive or give unfair advantage or preferential treatment because of the relationship.
- Avoid actions or relationships that might conflict or appear to conflict with your responsibilities or the interest of the Association.
- Avoid the appearance of a conflict of interest that can damage an Association interest.

JURISDICTION AND VENUE

1. This Court has personal jurisdiction over the Board pursuant to 4 V.I.C. § 76(a), and it has subject matter jurisdiction over the claims asserted herein.

2. Venue is proper in this division pursuant to 4 V.I.C. §78(a), as the cause of action arose and continues in St. Croix.

PARTIES

3. Plaintiff, Darin Bokeno is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

4. Plaintiff, Lorna Hines is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

5. Plaintiff, Valerie Stiles is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

6. Plaintiffs, Will Gaffney and Sana Gaffney are adult residents of St. Croix and owners of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

7. Plaintiffs, Joe Estes is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

8. Plaintiff, R.R. Evans is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

9. Plaintiff, Maresa Farnelli is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

10. Plaintiff, Cheryl Daniel is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

11. Plaintiff, Dawn Sherwood is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

12. Plaintiff, Martin Levy is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

13. Plaintiff, Eurkres Rallings is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

14. Plaintiff, Dana McDougal is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

15. Plaintiff, Yeisan Matthew is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

16. Plaintiffs, Kenneth Yee and Victoria Yee are adult residents of St. Croix and owners of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

17. Plaintiffs, David Peltier and Lucita Peltier are adult residents of St. Croix and owners of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

18. Plaintiff, Michael Joe Darrah is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

19. Plaintiffs, Oliver Pierre and Shanna Pierre are adult residents of St. Croix and owners of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

20. Plaintiff, Peter Serini is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

21. Plaintiff, Jose Saldaña is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

22. Plaintiff, Roy Megnin is an adult resident of St. Croix and owner of a unit at St. C Condominium, located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands.

23. Plaintiff, Thurnston McKelvin is an adult resident of St. Croix and owner of a unit at St. C. Condominium.

24. Plaintiff, Mona Roberts is an adult resident of St. Croix and owner of a unit at St. C Condominium.

25. All the persons mentioned in paragraphs 3 - 28 are hereinafter referred to collectively as "Plaintiffs" and "Owners."

26. Defendant, the Board of Directors of the Association of St. C Condominium Owners was not duly elected by the condominium owners as their representatives to manage the condominium association in accordance with its By-Laws.

GENERAL ALLEGATIONS

27. Plaintiffs are individual Owners of units at St. C Condominium located at 4200 Estate St. John, St. Croix, U.S. Virgin Islands. Each of the Plaintiffs are members in good standing with The Association of St. C Condominium Owners, Inc., a U.S. Virgin Islands corporation, (hereinafter referred to as the "Association") and entitled to vote.

28. The current BOD of the Association was not duly elected by the Association members in accordance with its By-Laws. At the annual meeting the owners conduct various business, including the election of members of the Board of Directors for vacant positions pursuant to the By-Laws.

29. The Association and the Board are governed by the Bylaws of the Association of St. C Condominium Owners (the "Bylaws"), recorded at the Recorder of Deeds in St. Croix as Document #2017001733, a copy of which is attached hereto as Exhibit A, and by Title 28, Chapter 33 of the Virgin Islands Code.

30. A dispute has arisen between the Plaintiffs and many other owners not listed in this action and the BOD as to the correct interpretation of the By-Laws.

31. The By-Law provisions in controversy are listed in the Summary above.

32. Without supplying the owners with adequate financial information, a complete list of nominees for the Board was submitted to the owners and without proper notice, the BOD called for an Annual Meeting to take place on February 25, 2023.

33. The BOD gave improper notice of the 2023 annual meeting, in violation of Article IV, Section 14 and did not allow owners to assign their proxy to another owner.

34. In violation of Article IV, Section 14 of the By-Laws, the BOD improperly announced that proxies were only used to establish a quorum and not for voting purposes.

35. The BOD improperly had electronic voting contrary to Article V, Section 2 (c) of the By-Laws.

36. The BOD improperly disqualified certain owners from voting for reasons other than those listed in Article V, Section2(e) of the By-Laws.

37. On February 25, 2023 the BOD held and conducted the Annual Meeting, without a quorum being present in violation of Article IV, Section 12 of the By-Laws.

38. The BOD continues to transact business, even though it acknowledged it failed to obtain a quorum at the February 25, 2023 Annual Meeting. All actions taken by the BOD since the February 25, 2023 Annual Meeting are not binding on the owners due to their failure of obtain a quorum and because the BOD was not duly constituted.

39. The President and the Board have willfully failed to comply with Article IV, Section 7, and Section 8 of the By-Laws, by failing to send out Notice of the Special Meeting and hold the Special Meeting requested by the owners.

40. In compliance with Article IV, Section 7 of the By-Laws, more than forty (40) owners submitted to the BOD Requests to hold a Special Meeting on or about March 15, 2023 (hereinafter "the Requests for Special Meeting") for the removal of Christine Merna, Sybill Jones, Jessica Hodge, Diane Petrushkevich, Ryan Pickard and any improperly elected or appointed officer of the BOD. Copies of the Requests for Special Meeting are attached hereto as Exhibit B. *See also* Article V, Section 3(a) of the By-Laws.

41. The BOD has failed to notice and hold the requested Special Meeting in compliance with Article IV, Section 7 of the By-Laws which requires that the Special Meeting be held within sixty (60) days from the date of receipt of the Request for Special Meeting.

42. Article IV, Section 8 of the By-Laws require that notices of meetings be emailed, mailed postage prepaid or delivered to each owner of record not less than thirty (30) days prior to any Annual or Special Meeting.

43. In several follow-up emails, the Plaintiffs questioned the Board as to when it intended to schedule the Special Meeting. Plaintiffs' requests have been met with silence.

44. The Plaintiffs made multiple attempts to have a Special Meeting, all attempts have been ignored by the BOD.

45. The BOD has failed to prepare a proper budget for the owners and has failed to determine the proper amount of the common charges payable by the owners to meet the common expenses, as required by Article VII, Section 1 of the By-Laws.

46. Several owners requested an examination of the Books of the Association. The BOD has denied the owners' requests for the examination of the books in violation of Title 28, Section 919 of the Virgin Islands Code and Article IX, Section 2 of the By-Laws.

47. The BOD has failed to provide an annual report of the receipts and expenditures of the Association to the owners, in violation of Article IX, Section 1 of the By-Laws.

48. The BOD has failed to effectuate maintenance and repairs as mandated by Article VII, Section 9 of the By-Laws.

49. The BOD has failed to obtain the approval of the owners for additions, alterations, repairs or improvements to the common areas and facilities costing in excess of $150,000.00, as required by Article VII, Section 11 of the By-Laws.

50. The BOD has failed to have an annual report prepared by an independent Auditor sent to all owners and all mortgagees of the condo units within sixty (60) days after the end of each fiscal year, in violation of Article IX, Section 1 of the By-Laws and Title 28, Section 919 of the Virgin

Islands Code. The Audited Report was due March 2, 2023, it has not been made available to the owners, in violation of Article III, Section 3 of the By-Laws.

51. The BOD appointed directors to the BOD to fill vacancies that are against the By-Law's conflict of interest clause set forth in Article XIV.

52. The Plaintiffs and other owners will continue to be irreparably injured by the BOD's continued conduct of business of the Association in violation of the By-Laws and the disenfranchisement of the Plaintiffs and other owners and otherwise deprives them of their right to vote.

53. Due to the long-term refusal of the BOD to hold a Special Meeting and conduct the business of the Association at an Annual Meeting, without a quorum present, the Plaintiffs and the other owners of the Association have been irreparably harmed. This refusal is a substantial and actual infringement of the Plaintiffs' legal rights.

54. Compliance with the By-Laws is paramount to the proper operation of the Association.

COUNT I- DECLARATORY JUDGMENT

55. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 54 herein.

56. Plaintiffs believe that the canons of statutory construction, plain grammatical reading, and basic principles of democracy compel the conclusion that:

a. If the required quorum is not met at the annual meeting, the meeting should be adjourned to a future date where quorum could be achieved pursuant to Article IV, Section 12 of the By-Laws.

b. The BOD is required to send a notice of the annual meeting by email, mailed postage prepaid or delivered to each owner not less than thirty (30) days before the annual meeting or special meeting pursuant to Article IV, Section 8 of the By-Laws.

c. Each owner is entitled to designate a proxyholder to cast votes on behalf of the owner at the annual meeting of the Association pursuant to Article IV, Section 14 of the By-Laws.

d. The BOD is required to notice and hold a special meeting upon receipt of a written request from ten (10) or more owners. The special meeting should take place no more than sixty (60) days from the date of the BOD's receipt of the owners' written request for a special meeting pursuant to Article IV, Section 7 of the By-Laws.

e. At least thirty (30) days before the annual meeting the BOD must mail to each owner a printed ballot pursuant to Article V, Section 2 (c) of the By-Laws.

f. Only owners who have failed to pay the common charges within 90 days after being assessed shall be ineligible to vote pursuant to Article V, Section 2 (e) of the By-Laws.

g. The owners may remove any or all Directors of the BOD, with or without cause, by vote of the majority of all owners at an annual or special meeting called for that purpose pursuant to Article V, Section 3 (a) of the By-Laws.

h. Vacancies of the BOD shall be filled by vote of the owners at the annual meeting or a special meeting. Only in the absence of an annual or special meeting may the BOD by majority vote appoint a replacement to fill the vacancy. Vacancies filled by vote of the BOD only serve until the term of the replaced director expires. Article V, Section 4 of the By-Laws.

i. The BOD shall prepare and furnish to each owner with the annual meeting package a budget including the amount of the common charges payable by each owner pursuant to Article VII, Section 1 of the By-Laws.

j. The Association, by and through the BOD, is responsible for the maintenance, repairs, and replacement of the common areas and facilities pursuant to Article VII, Section 9 of the By-Laws. The BOD is required to seek approval of the owners by a majority vote of the owners, in person or by proxy, for any additions, alterations, repairs or improvements by the BOD costing in excess of $150,000 pursuant to Article VII, Section 11 of the By-Laws.

k. The BOD is required to provide all owners and mortgagees an annual report of the receipts and expenditures of the Association by an independent contractor within sixty (60) days after the end of the fiscal year pursuant to Article IX, Section 1 of the By-Laws.

l. Each owner is permitted to examine the books of accounts of the Association, without the representation of an attorney, after providing to the treasurer or manager two (2) days written notice for the examination pursuant to Article IX, Section 2 of the By-Laws.

m. The BOD is required to avoid personal relationships with other employees, directors or officers. Having two sisters as directors of the board constitutes a conflict of interest pursuant to Article XIV of the By-Laws.

n. The BOD is required to hold the annual meeting in person on St. Croix as required by Article IV, Sections 5 and 6 of the By-Laws.

57. Plaintiffs have demanded that the BOD comply with the Bylaws on numerous occasions, both verbally and in writing, and the BOD has failed to comply with such demands and has restricted the Plaintiffs' access to the requested information.

58. Accordingly, Plaintiffs are entitled to a declaration confirming the interpretation of the aforementioned portions of the By-Laws.

COUNT II- INJUNCTIVE RELIEF

59. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 58 herein.

60. If the Court agrees with Plaintiffs and grants the declaratory relief sought in Count I, then Plaintiffs are entitled to injunctive relief requiring the BOD to comply with the declared meaning of Article IV, Sections 5, 6, 7, 8, 12, 14, Article V, Sections 2, 3, 4, Article VII, Sections 1, 9, 11, Article, IX, Sections 1, 2, and Article XIV of the By-Laws.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for:

a. the declaratory judgment described in Count I above;

b. the injunctive relief described in Count II above;

c. an award to Plaintiffs of the reasonable attorneys' fees, costs, and expenses incurred by Plaintiffs in taking this action in an amount to be approve by the Court;

d. For such other and further relief as the Court deems just and proper.

Respectfully submitted,
Barnes, D'Amour & Vogel

Dated: March 23, 2026

/s/Kevin F. D'Amour
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 23rd day of March 2026, I caused a true and correct copy of the foregoing document to be filed with the Court via C-Track, which should send a Notification of Filing to Kye Walker, Esq., 2201 Church Street, Ste. 16AB, Christiansted, VI 00820; kye@thewalkerlegalgroup.com and Jay Stucki, Esq., P.O. Box 224523, Christiansted, VI 00822; jstucki@stuckilegal.com and via email to Mark Pratt, 5326 10th Avenue South, Birmingham, Alabama 35222; bamabear7@hotmail.com.

/s/Kevin F. D'Amour