**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS**

**ST. CROIX DIVISION**

**SUPREME WATER, LLC.,** **CIV. NO.** **SX-2021-CV-182**

Plaintiff,

v.

**URC VIRGIN ISLANDS, INC., and, BREACH OF CONTRACT**

**THE HASKELL COMPANY, INC, FRAUD/TORT**

A Florida Corporation,

Defendants.  Jury Trial Demanded

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**CIVIL COMPLAINT**

1. **Parties, Jurisdiction and Venue**
2. Plaintiff Supreme Water LLC (“Supreme”) is a USVI LLC.
3. Defendant URC Virgin Islands, Inc. (“URC”) is a wholly-owned subsidiary of Defendant The Haskell Company Inc. (“Haskell”).
4. Haskell has as its principal place of business 111 Riverside Ave, Jacksonville, FL 32202.
5. URC is a V.I. Corporation with its principal place of business (as filed with the Lt. Governor) c/o Dudley Newman Feuerzeig LLP, 1131 King Street, Christiansted VI.
6. Upon information and belief, based on its listing in Dunn & Bradstreet, Defendant Haskell is part of the Nonresidential Building Construction Industry, has 550 total employees across all of its locations and generates $168.02 million in sales (USD). There are 34 companies in The Haskell Company Inc corporate family, of which URC is one.
7. Upon information and belief, based on plaintiff’s counsel’s examination of the corporate search website[[1]](#footnote-1) and a call to the Office of the Lt. Governor, Haskell is not a corporation licensed to do business in the U.S. Virgin Islands.

# 5. Upon information and belief, Haskell does not, therefore, have a registered agent in the United States Virgin Islands as the same is defined in 13 V.I.C. § 1112.

1. Pursuant to 13 V.I.C. § 1112 **t**he registered agent for Haskell is, therefore, the Lt. Governor of the U.S. Virgin Islands.
2. Many of the acts of the defendants URC and Haskell took place in, or were directed into the Territory, and more particularly the Division of St. Croix, thus venue is proper in the St. Croix Division.
3. **Facts**
   1. **Facts Regarding the Contract with URC**
4. Plaintiff entered into a contract with Defendant URC. It is attached as Ex. 18, below.
5. Plaintiff fully and completely performed that contract.
6. Upon information and belief, Defendant URC does not dispute the existence and full and satisfactory performance of that original contract.
7. URC has refused to pay the original contract amount, a breach of the contract.

**b. Facts Regarding Fraud by Haskell on Extra-Contractual Work**

1. The contract contained this provision:



1. No “written modification signed by both parties” to the original contract was requested by Supreme, or entered into by Supreme and URC for additional work within the existing contract. To the contrary, Haskell’s employees represented that extra-contractual work was needed on *other, additional items not the subject of the original contract*, and that Supreme would be paid for work and costs outside of the contract.
2. Florida-based Haskell employeesn not URC employees made representations to Supreme to induce Supreme to do this other, non-contractual work. These representations were that Supreme would be compensated outside of the contract for the work done at the going rates. These statements were false.
3. The additional work was not a “request for change due to additional work” necessary to the subject of the original contract between Supreme and UHC. To the contrary, it was a request for additional, non-contractual work on another subject by Haskell’s Florida-based employees to Supreme.
4. Relying on the representations and promises of Haskell and its employees a set forth below, Plaintiff performed the additional work outside of the contract.
5. A Florida-based Haskell employee entered the USVI and directed the work.
6. A Florida-based Haskell employee entered the USVI and supervised the work.
7. Haskell, through its Florida-based employees, participated in the work via one or more employees on location in the Virgin Islands.
8. A Florida-based Haskell employee entered the USVI and therein advanced funds for the purchase of supplies for the work -- in that it obtained supplies in the Virgin Islands using a Haskell credit card--and delivered them to Supreme in the Virgin Islands for the work in the Virgin Islands.
9. Haskell, as part of the stated supervision, reviewed the work on a daily basis and was aware of exactly what was being done. It approved work done and represented to Supreme the work would be paid for.
10. Supreme submitted invoices for the additional work but was not paid as per Haskell’s representations.
11. Upon information and belief, Haskell was compensated for its employees’ acts in the USVI described above via inter-company charges to URC, and these USVI funds were supplied to Haskell for work it performed in the USVI.
12. Thus, Haskell participated in USVI operations using the cloak of the USVI subsidiary, knowing that Haskell was not registered to do business in the USVI.
13. Upon information and belief, Haskell was thus enriched as a result of its false misrepresentations and Supreme’s reasonable reliance.
14. Upon information and belief, while URC may have paid USVI GRT, Haskell did not pay USVI gross receipts or income taxes on the amounts of USVI income it received from URC—and thus Haskell was further enriched as a result of the misrepresentations and this tax avoidance scheme.
15. **Count One: Breach of Contract (URC)**
16. Supreme fully and completely performed the original contract with URC.
17. URC has refused payment on the original contract.
18. URC has attempted to leverage a settlement for the additional work done for Haskell by not paying the acknowledged contract amount. It seeks a reduction in the amount due on the extra-contractual work as the basis for refusal to pay the uncontested contract amount due.
19. This is breach of the contract.
20. This breach is undertaken in bad faith, as the same is recognized by the courts of the USVI, to wit: Haskell and URC are holding payment of the contract amount to force a settlement of the additional work despite the fact that the original contract amount is not in dispute—and has informed Supreme that such a settlement should be accepted to avoid “delay” being caused.
21. **Count Two: Fraud/Misrepresentation (Haskell) (With Particularity)**
22. On January 18, 2019 Supreme Water responded to a January 16, 2019 phone call and email from Ericson Etienne, Director of Operations at Cruzan VIRIL, Ltd., for a quotation to have a well dug to a depth of 75 to 125 feet. **(EXHIBIT #1)**
23. On February 21, 2019, Supreme Water responded to telephone and email communication with Roald Charles of Cruzan VIRIL for a second quote to drill a second well on Cruzan VIRIL Estate Diamond property. **(EXHIBIT #2)**
24. On January 24, 2020 Supreme Water responded to a quote of drilling rate from Alexandra Glass, Design Associate – Civil; of Haskell located Jacksonville, FL. **(EXHIBIT #3)**
25. On January 27, 2020 Ms. Glass forwarded those rates to Jacob Wadkins, Haskell Design Manager-Water, who between January 27 and February 13, 2020 requested a proposal for services to be performed on six wells own and operated by Haskell’s client as follows: drawdown test with continuous level monitoring (48 hours), submersible pump removal and evaluation, CCTV/camera of well casing and screen, draft and final evaluation report including costs to rehab (by brushing, acid injection or both. **(EXHIBIT #4)**
26. On March 2, 2020, David Muhammad of Supreme Water meet with Nick Hunter and the Haskell team regarding the scope of the work need on six wells at Cruzan VIRIL. . **(EXHIBIT #5)**
27. Invoice number 658 was submitted to Mr. Etienne of Cruzan VIRIL for two well assessments and quotes for drilling two wells on Cruzan VIRIL’s property on March 17, 2020. **(EXHIBIT #6)**
28. On or about March 20, 2020 Supreme Water emailed then spoke with Mr. Etienne about the quotes and invoice for services rendered and was instructed to send that invoice over to Cruzan VIRIL employee, Roald Charles. **(EXHIBIT #7)**
29. Subsequently on March 20, 2020 Supreme Water was instructed by Mr. Etienne to forward the invoice number 658 to Nick Hunter of Haskell *because Haskell would be leading the well project*. **(EXHIBIT #8)**
30. On March 27, 2020, Mr. Hunter informed Supreme Water that it would receive payment for invoice numb 658 after Haskell received the assessment it requested on January 27, 2020. **(EXHIBIT #9) (Exhibit 10 withdrawn.)**
31. On April 29, 2020 Supreme Water submitted to Mr. Hunter revised estimate number 298 per their request outlined above. On March 27, 2020, Mr. Hunter informed Supreme Water that it would receive payment for invoice numb 658 after Haskell received the assessment it requested on January 27, 2020. **(EXHIBIT #11)**
32. Supreme Water continued to request by phone to be paid for the initial assessment invoice number 658, until on or around June 5, 2020 when Haskell paid Supreme Water $350.00. **(EXHIBIT #12)**
33. On June 10, 2020 Haskell’s Assistant Project Manager of Infrastructure & Transportation, Breland Morales, contacted Supreme Water with instructions to fill out, sign, and return four Applications for Permit to Drill Wells already executed by Cruzan VIRIL LTD owner and dated April 29, 2020. Additionally, Ms. Morales informed Supreme Water that she would contact them within the next two days about the permits as well as information regarding Supreme Water’s insurance policy and address for the contract that Haskell would draw up. **(EXHIBIT #13)**
34. After Supreme Water did not respond to Haskell directives, on June 29, 2020 Ms. Morales emailed Supreme Water a copy of check number 1184142 for $23,805.00 or 60% of Supreme Water’s estimate number 298 to encourage Supreme Water to sign the contract and permits. **(EXHIBIT #14)**
35. Ms. Morales continued to reach out to Supreme Water, and on June 30, 2020 asked Supreme Water to supply Haskell’s with a certificate of insurance and an executed contract. **(EXHIBIT #15)**
36. On July 6, 2020 Supreme Water informed Ms. Morales that it had no certificate of insurance but was searching for insurance. **(EXHIBIT #16)**
37. On Jul 6, 2020 Supreme Water’s representative David Muhammad, signed the URC Virgin Island, Inc.’s contract dated 6/11/2020 with contract no. 201-0001 with no strikeouts. **(EXHIBIT #17)**
38. On July 13, 2020, Supreme Water began work, and attended its first safety meeting at Cruzan VIRIL where Ms. Morales hand delivered to Mr. Muhammad the deposit to begin work, check number 1184142 for $23,805.00 then subsequently forwarded via email to Supreme Water a fully executed contract for the Cruzan Water Wells Project with red strikeout indicating accounting number changes. **(EXHIBIT #18)**
39. On July 21, 2020 Supreme Water submitted to Haskell its insurance binder. **(EXHIBIT #19)**
40. On July 23, 2020 Supreme Water began reconciling the balance due it and submitting final invoices for work requested by Haskell. **(EXHIBIT #20)**
41. On August 2, 2020 Plaintiff submitted for payment invoice number 668, removing the well screens. **(EXHIBIT #20)**
42. On August 4, 2020 Ms. Morales informed Supreme Water that Haskell would not pay Supreme Water until it submitted reports of the four wells detailing drawdown tests and CCTV camera images of well casing and screen. **(EXHIBIT #22)**
43. On August 10, 2020, Ms. Morales provided latitude and longitude of the four wells to assist in wrapping up the reports. **(EXHIBIT #23)**
44. On August 12, 2020, at the request of Ms. Morales, Supreme Water submitted to her four draft drawdown reports with videos, and images. **(EXHIBIT #24)**
45. On August 13, 2020, *Haskell* continued to request additional work and recommendations outside of the contract. **(EXHIBIT #25)**
46. On August 17, 2020, Supreme Water submitted the corrected final draft drawdown reports, videos, and recommendations. **(EXHIBIT #26)**
47. On August 17, 2020 *Haskell* continue to request additional work including revised permits for wells: Diamond 1 and Diamond 2 and estimates for: deepening Diamond 1; redrilling Diamond 2 in a new location; testing the yield for the “new” Diamond 2, and a new well near Esso location. **(EXHIBIT #27)**
48. On August 20, 2020, Supreme Water submitted the final corrections to the reports for Diamond 1 and 2 along with Diamond 1 drawdown report and recommendation for Cruzan VIRIL’s water system. **(EXHIBIT #28)**
49. On August 25, 2020, Haskell continued to request work and recommendations outside of the contract, i.e., a quote to Cruzan VIRIL for repairing wiring on well Esso 2. **(EXHIBIT #29)**
50. On August 27, 2020, Mr. Wadkins emailed to Supreme Water a redline invoice numbers 665 and 668 reduced, without explanation, by approximately $15,000.00. **(EXHIBIT #30)**
51. Later, August 27, 2020, Mr. Wadkins emailed to Supreme Water a second redline invoice number 667 again reduced without explanation, this time by approximately $14,270.00. But he did indicate that Haskell and Cruzan VIRIL were willing to modify the contract for Supreme Water to sign. It was clear that the final check would not be issued within four days unless Supreme accepted a reduction. **(EXHIBIT #31)**
52. On September 1, 2020, Haskell’s *Director of Design-Water*, Tiffany Shaw, informed Supreme Water that Haskell was waiting on an acceptance of the reduced amount for the additional work to process payment and would have Breland Morales to follow-up with Supreme Water. **(EXHIBIT #32)**
53. Ms. Shaw’s email response on September 1, 2020 to Supreme Water regarding Ms. Morales’ follow-up report of her discussion with Plaintiff indicated that Ms. Shaw and other leads on the well project, Haskell and Cruzan VIRIL defamed David Muhammad and Supreme; and collaborated to devalue his work (particularly the 198 hours of drawdown test ordered by Haskell and completed under Ms. Morales’ supervision.) (Upon information and belief those comments were transmitted to third parties. No complaint for defamation or trade disparagement is made here—pending further Rule 11 discovery efforts.) Ms. Shaw gave Supreme Water seven (7) days to sign the modified contract and accept the invoices marked-up by Haskell and Cruzan VIRIL **(EXHIBIT #33)**.
54. On September 4, 2020, Supreme Water responded to Ms. Shaw’s allegations along with Ms. Morales’ July 20, 2020 text message to Mr. Muhammad of the schedule of the initial 192 hours of drawdown. **(EXHIBIT #34)**
55. On September 24, 2020, Supreme Water submitted an invoice for an additional six hours of drawdown test completed on or around September 4, 2020 along with the Supreme Water’s statement charges, payment and amount due. **(EXHIBIT #35)**
56. The prices charged are below the standard rate.
57. There were no other licensed drillers in the Territory who could do the work—a fact known to Haskell.
58. Moreover, because of Coronavirus and a ban on travel Haskell saved a minimum of $50,000 in mobilization charges alone by choosing a local company instead of giving this contract to a Puerto Rican licensed drill company.
59. **COUNT THREE: Prima Facie Tort**
60. The acts of defendants were outrageous and beyond other tort causes of action in the USVI.
61. Plaintiff was injured as stated.
62. If relief is not given, Plaintiff will be denied any legal redress.

**WHEREFORE**, Plaintiff asks for a jury trial and an award of the following damages:

A. As to URC, the agreed contractual amount, and a determination of bad faith with whatever other amounts the court may deem appropriate.

1. As to Haskell, the amount of extra-contractual amounts promised.
2. Pre- and post-judgment interest on the contractual amount and promised extra-contractual amount.
3. As to Haskell, punitive damages.
4. Attorney fees and all costs.

**Dated:** March 25, 2021

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1. Register Entity Search (vi.gov)

   www.corporationsandtrademarks.vi.gov/usvi-master/viewInstance/view .html?id=f17985a3ec3617a09e31ee68b1e95ab0722a81fee331a21f&\_timestamp=11840893503806279 (accessed March 20, 2021.) [↑](#footnote-ref-1)