

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

CROWN BAY MARINA, L.P.,	)	
	)	
Plaintiff,	)	CASE NO. ST-18-CV- <u>69</u>
	)	
v.	)	
	)	
JEFFREY EPSTEIN & MICHELLE'S	)	
TRANSPORTATION COMPANY, LLC, and	)	
BIG N BARGE, a 70' transport barge and her	)	
tackle, gear, apparel and appurtenances, <i>in rem</i> ,	)	
	)	
Defendants.	)	
_____	)	

VERIFIED COMPLAINT

Plaintiff Crown Bay Marina, L.P. ("CBM"), through undersigned counsel Duensing & Casner, hereby files this Complaint against Jeffrey Epstein & Michelle's Transportation Company, LLC ("Defendant"), *in personam*, and Big N Barge and her tackle, gear, apparel and appurtenances ("Big N Barge"), *in rem*, as follows:

1. This Court has jurisdiction pursuant to 28 U.S.C.S. § 1333 as this is a civil case of admiralty and maritime jurisdiction.
2. Venue is proper pursuant to 28 U.S.C.S. § 1391, as the judicial district in which the events or omissions giving rise to this claim occurred.
3. CBM is a Delaware limited partnership with its principal place of business in Kirkland, Washington.
4. CBM is the owner of certain improved real property known as "Crown Bay Marina," 8168 Sub Base, St. Thomas, U.S. Virgin Islands (the "Marina").

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5. Upon information and belief, Defendant Jeffrey Epstein & Michelle's Transportation Company, LLC is a limited liability company authorized to do business in the United States Virgin Islands and owner of the Defendant vessel, Big N Barge.
6. Defendant Big N Barge is a 70' transport barge owned by Defendant and utilized for coastal transportation.
7. On or about September 3, 2017, CBM and Defendant entered into that certain License Agreement For Dockage and 2017 Hurricane Evacuation Protocol ("Dockage Agreements"). *See* Dockage Agreements attached hereto as **Exhibit A**.
8. Pursuant to Section 10 of the License Agreement For Dockage, "[t]he owner shall be liable for all damages to the Boat Slip and other facilities owned by [CBM] and other boats or vessels or person on or about [CBM's] premises caused by the Vessel, Owner's employees, family, agents, invitees or guests ..."
9. Beginning on or about September 6, 2017, Hurricane Irma made landfall on St. Thomas, U.S.V.I. causing widespread destruction.
10. Defendant inadequately secured Big N Barge in its Boat Slip located in the Marina as Hurricane Irma approached and then made landfall at St. Thomas.
11. As a direct and proximate result, CBM sustained heavy damage caused by Defendant vessel to the concrete finger piers, pilings, wooden walers, cleats and other equipment, totaling not less than the presently estimated allocated amount of \$160,473 necessary to repair and restore the damaged Marina and over \$70,000 in allocated expenses to implement temporary repairs to minimize any loss of income.

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12. CBM is entitled to judgment for the total costs necessary to repair and restore the Marina that was damaged as a result of Defendant's failure to properly secure its vessel during the occurrence of Hurricane Irma.
13. CBM is further entitled to a maritime lien against the vessel, Big N Barge, which may be enforced to secure payment for any damages awarded herein, pursuant to Rules C and E of the Supplemental Rules for Admiralty and Maritime Claims.

**WHEREFORE**, CBM demands judgment against Defendants as follows:

1. Awarding the total amount of the damages caused by Defendant's vessel, Big N Barge, during to the occurrence of Hurricane Irma;
2. Awarding and enforcing a maritime lien against Big N Barge, a 70' transport barge and her tackle, gear, apparel and appurtenances, to satisfy any monetary award rendered herein;
3. For pre- and post-judgment interest;
4. For attorney's fees and costs incurred in prosecuting this matter; and,
5. For such further relief as the Court may deem just and proper.

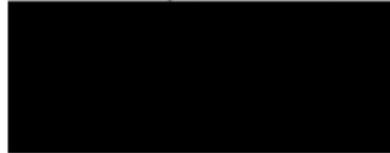
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**LAW OFFICES OF DUENSING & CASNER**

Dated: September 4, 2018

By: /s/Matthew J. Duensing  
Matthew J. Duensing, Esq.  
Joseph D. Sauerwein, Esq.  
9800 Buccaneer Mall, Bldg. 2, Suite 9  
P.O. Box 6785  
St. Thomas, U.S.V.I. 00804



**VERIFICATION**

I, the undersigned, Kosei Ohno, as the president of St. Thomas Marina Corporation, which is the general partner of Crown Bay Marina, L.P. and pursuant to Rule C of the Federal Supplemental Rules for Admiralty, in seeking a maritime lien, verify the following:

1. That I have read the above Complaint and the allegations set forth therein are true and correct to the best of my knowledge;
2. That "Big N Barge" is a 70-foot transport barge with a 20 foot beam and 6 foot draft; and,
3. That upon information and belief, Big N Barge is within this jurisdiction.

A handwritten signature in blue ink, appearing to read "Kosei Ohno", written over a horizontal line.

Kosei Ohno, as President of St. Thomas  
Marina Corporation, its General Partner