

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS and ST. JOHN

GREAT ST. JIM, LLC, and LSJE, LLC,
Plaintiffs,
v.
PROSOLAR SYSTEMS, LLC,
Defendant.

CIVIL NO. ST-2019-CV-057

COMPLAINT FOR BREACH OF
CONTRACT & FRAUD

A N S W E R

Defendant, **PROSOLAR SYSTEMS, LLC**, by and through undersigned counsel, answering Plaintiff's Complaint, as to each numbered paragraph thereof, alleges as follows:

1. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 1 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.
2. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 2 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.
3. Admitted.
4. The Complaint speaks for itself. As to subject matter jurisdiction, Defendant does not concede, and therefore denies this allegation.
5. Denied.
6. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 6 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

7. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 7 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

8. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 8 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

9. Denied.

10. Denied as stated.

11. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 11 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

12. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 12 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

13. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 13 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

14. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 14 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

15. Admitted.

16. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 16 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

17. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 17 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

18. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 18 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

19. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 19 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

20. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 20 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

21. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 21 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

22. Defendant restates its previous responses.

23. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 23 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.

24. Denied.
25. Denied.
26. Denied.
27. Defendant restates its previous responses.
28. Denied as stated.
29. Denied.
30. Denied.
31. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 31 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.
32. Defendant is without sufficient information or knowledge to either admit or deny the allegations contained in Paragraph 32 of the Complaint. To the extent said allegations allege or infer any negligence on the part of Defendant, they are specifically denied.
33. Denied.
34. Denied as stated.
35. Denied.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' injuries, if any, to the extent not solely attributable to Plaintiffs were the result of acts or omissions of third parties over whom Defendant had no control.

SECOND AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action for punitive damages.

FOURTH AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action for fraud.

FIFTH AFFIRMATIVE DEFENSE

The Court may lack subject matter jurisdiction.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims may be subject to the defense of improper venue and inconvenient forum.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the defense of lack of prior notice to Defendant of any product defect.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the defenses of estoppel, waiver and laches.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by their failure to mitigate their damages.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' injuries, if any, may have been caused by intervening and superseding factors and events not the responsibility of this Defendant.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statute of limitations period.

TWELFTH AFFIRMATIVE DEFENSE

Defendant specifically reserves the right to amend the Answer at any time prior to, during or after trial to assert any affirmative defense that is established by the evidence.

WHEREFORE, Defendant prays that judgment be entered dismissing the Complaint with an award for such costs and attorneys' fees as are incurred in the defense of this action.

Respectfully submitted,

Law Offices of Douglas L. Capdeville, P.C.



BY: DOUGLAS L. CAPDEVILLE, ESQ.

Attorneys for Defendant

V.I. BAR #284

2107 Company St. - Lot #4

P.O. Box 224191

St. Croix, USVI 00822

Tel: [REDACTED]

DATED: April 1, 2019

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2 day of April, 2019, I caused a true and correct copy of the foregoing ANSWER to be served via U.S. mail, postage prepaid, upon Christopher Allen Kroblin, Kellerhals Ferguson Kroblin, PLLC, Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, St. Thomas, VI 00802.

