

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

GREAT ST.JIM, LLC,)	
)	CASE NO. ST-19-CV-____
Plaintiff,)	
)	
v.)	COMPLAINT FOR BREACH
)	OF CONTRACT & FRAUD
PROSOLAR SYSTEMS, LLC,)	
)	
Defendant.)	
_____)	

COMPLAINT

COMES NOW, Plaintiff **GREAT ST.JIM, LLC (“GSJ”)**, by and through its undersigned counsel **KELLERHALS FERGUSON KROBLIN PLLC**, and hereby alleges and states the following for its Complaint against Defendant **ProSolar Systems, LLC**:

PARTIES

1. Plaintiff Great St. Jim, LLC (“GSJ”) is a limited liability company organized under the laws of the U.S. Virgin Islands.
2. Upon information and belief, Defendant ProSolar Systems, LLC (“ProSolar”) is a limited liability company organized under the laws of the U.S. Virgin Islands.

JURISDICTION & VENUE

3. This is a civil action for breach of contract and fraud over which this Court has jurisdiction pursuant to 4 V.I.C. § 76.
4. Venue is proper in this Court pursuant to 4 V.I.C. § 78 because St.Thomas is the judicial division in which Defendant is located, where the action arose, where most all the witnesses are located, and where Defendant may be served.

FACTS

5. On or about November 2016, GSJ purchased a 310.8 kWh solar power system (the “solar power system”) from ProSolar for a purchase price of One Hundred Ninety-Two Thousand Two Hundred and Eleven Dollars (\$192,211.00).
6. GSJ also purchased twelve (12) self-contained Acquion Maintenance Free Salt Water Battery Modules (the “battery modules”), each being sold with a three (3) year warranty, set to expire in November 2019.
7. The aggregate price of the battery modules was approximately One Hundred Fifty-Four Thousand Three Hundred and Thirty-Eight Dollars (\$154,338.00).
8. The solar power system was intended to provide continuous power to meet the energy demands of Great St. James island on full-time basis without any interruption.
9. ProSolar assured GSJ that the solar power system would be able to function on a full-time basis and meet the energy needs to power Great St. James island.
10. The solar power system, however, began to fail regularly and would shut down every morning at approximately 5:00 a.m. like clockwork.
11. Every morning, a GSJ representative had to travel to the Great St. James island to turn off the island-wide power drawing from the system so that the system could recharge.
12. Once the system recharged, it then had to reboot completely before GSJ’s representative was able to reconnect power to Great St. James island.
13. In addition, since April 2017, GJS has had to pay ProSolar Three Hundred and Fifty Dollars (\$350.00) per month for monthly maintenance/service calls to address the issues with the solar power system.

14. In September 2017, the U.S. Virgin Islands were struck by Hurricanes Irma and Maria which devastated the territory and damaged the solar power system on Great St. James island.
15. As a result of the storms, GSJ paid in excess of One Hundred and Eleven Thousand Dollars (\$111,000.00) to troubleshoot and bring the solar power system into full operation.
16. After more than a year of paid monthly service calls and ProSolar's knowledge of the continued reports of frequent low voltage system failures, ProSolar's tech personnel finally opened the battery modules to examine the circuit boards therein.
17. ProSolar advised that only after it examined these circuit boards, which supply the charging and discharging controls for each battery module, did it discover that several circuit boards were corroded.
18. In July 2018, ProSolar attempted to implement a solution to the problem by bypassing the circuit board, and in the process, eliminating whatever functionality they should have provided had they been functioning properly.
19. To date, the solar power system continues to have system failures and does not meet the energy demands of Great St. James island.
20. ProSolar has advised that although it sold GSJ a warranty, there are no replacement parts for the corroded circuit boards and, therefore, the warranty has no utility.

COUNT I: BREACH OF CONTRACT

21. GSJ hereby incorporates all previous paragraphs as if fully set forth herein.
22. ProSolar entered into a contractual agreement with GSJ by offering to design and construct the solar power system, in exchange, GSJ paid the full purchase price plus the cost of the warranty on the battery modules and warranty, which was accepted by GSJ.

23. ProSolar breached its contractual obligations to GSJ by failing to, among other things, provide GSJ with a fully functional solar power system that had no defects in its design, circuit boards, programming, or control systems.
24. ProSolar is liable for all contractual damages as a result of its conduct as well as for all costs, expenses, attorney's fees and interest.

COUNT II: FRAUD

25. GSJ hereby incorporate all previous paragraphs as if fully set forth herein.
26. ProSolar represented to GSJ that it could provide a fully functional solar power system with no defects in its design, circuit boards, or programming.
27. ProSolar was well aware that it could not provide such a system and intentionally misrepresented its ability to provide such a system.
28. GSJ was unaware that ProSolar could not deliver a fully functional solar power system that would power all of Great St. James island.
29. Additionally, ProSolar promoted and sold GSJ a warranty to GSJ which ProSolar claimed would cover replacement parts among other things.
30. At the time ProSolar sold the warranty, ProSolar knew it had no ability to guarantee that any replacement parts existed or would exist in the future and, thus, the warranty was not any sort of guarantee at all.
31. ProSolar intended for GSJ to rely on the claimed warranty for assurance and for the claimed warranty to induce GSJ to pay ProSolar additional sums, which GSJ did.
32. Despite selling GSJ a warranty, ProSolar has been unable to warrant its product.
33. GSJ relied on the ProSolar's representations to its detriment and suffered damages including the cost of the solar power system, the cost of the warranty, the cost of monthly

repairs, loss of use and enjoyment of the property, and the cost of having to spend hours trouble shooting, operating, repairing the defective system.

WHEREFORE, GSJ respectfully demands judgment be entered in favor of GSJ and against ProSolar and that GSJ be awarded the following:

- a. Compensatory damages;
- b. Incidental and /or consequential damages;
- c. Punitive damages;
- d. Statutory interest;
- e. Attorney's fees and costs; and
- f. Any other relief deemed appropriate.

Respectfully submitted,

DATED: February ____, 2019

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