

**EXHIBIT
E (Amended)**

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED
June 01, 2021
SX-2021-CV-00411
TAMARA CHARLES
CLERK OF THE COURT

Helen Shirley, et al. v. Limetree Bay Ventures, LLC, et al., SX-21-CV-00411
Motion for Protective Order re: Limetree’s Communications with Putative Class Members

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

Helen Shirley, Anisha Hendricks, Cristel Rodriguez, Josie Barnes, Arleen Miller, and Rosalba Estevez, Isidore Jules, John Sonson, and Virginie George, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Limetree Bay Ventures, LLC, Limetree Bay Terminals, LLC, and Limetree Bay Refining, LLC,

Defendants.

Case No. SX-21-CV-00411

Jury Trial Demanded

Putative Class Action

Complex Litigation Division

**PLAINTIFFS’ MOTION FOR A PROTECTIVE ORDER REGARDING LIMETREE’S
COMMUNICATIONS WITH PUTATIVE CLASS MEMBERS**

Representatives of the Defendants Limetree Bay Ventures, LLC (“LBV”), Limetree Bay Refining, LLC (“LBR”), and Limetree Bay Terminals, LLC (“LBT”) (collectively, “Defendants” or “Limetree”) have been presenting putative class members with misleading settlement offers. These communications could cause putative class members to sign away their rights without even knowing about this and other pending lawsuits.

A copy of Limetree’s form release is attached as Exhibit A. Among other things, the release is vague; contains multiple undefined terms; is unclear as to what is actually being released; fails to acknowledge this case or the two other putative class actions; omits mention of Plaintiffs’ counsel; omits Plaintiffs’ legal theories; and omits the importance of seeking the advice of legal counsel before signing any settlement paperwork.

In accordance with V.I. R. Civ. P. 23(d), Plaintiffs request the Court issue a protective order

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requiring Limetree to (a) log any further communications with unrepresented putative class members and submit the log to the Court; (b) send corrective notices to all contacted proposed class members at Limetree’s expense, informing the putative class members of this suit’s allegations, providing them a copy of the Complaint, with counsel’s contact information, and notice that counsel may be consulted at no cost to them; (c) disclose the names and contact information of those persons with whom Limetree has ostensibly settled; and (d) afford those settling persons an opportunity to void their settlement upon proper notice and an opportunity to reconsider the offer’s terms.

1. Background

Plaintiffs filed this putative class action on May 19, 2021 on behalf of themselves and all others similarly affected. As the Complaint explains in detail, Limetree’s rushed restart of the oil refinery has caused the release of exorbitant emissions throughout the west side of St. Croix. *See* Compl. at ¶¶ 1, 25–39. Neighboring residents have been exposed to toxicants—including sulfur dioxide (SO₂), sulfur oxides (SO_x), particulate matter (PM), and oil droplets—which are harmful to human health. *Id.* at ¶ 2, 35.

Limetree’s shoddy operations also caused multiple flare events within the refinery. *See id.* at ¶ 38. These episodes caused “liquid droplets of oil and rain to rain down on neighboring properties.” *Id.*; *see also* Clean Air Act Emergency Order CAA-02-2021-1003, United States Environmental Protection Agency Region 2 (“EPA Order”), May 14, 2021, available at https://www.epa.gov/sites/production/files/2021-05/documents/limetree_bay_303_order_-_caa-02-2021-1003.pdf, at ¶¶ 34–44 (detailing a February 4, 2021 incident) and at ¶¶ 79–90 (detailing a May 12, 2021 incident). One such event occurred on May 12, 2021 (“May 12 Incident”). The May 12 Incident caused oil droplets to spew on to properties in Enfield Green and nearby neighborhoods. *See* EPA Order, at ¶ 79. The flare event was so severe that Limetree urged Enfield Green residents not to

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consume the water in their cisterns.¹

Several people have fallen ill as a result of the exposure. *See, e.g., id.* at ¶¶ 35, 62–63. Staff for the Virgin Islands Health Commissioner logged 218 complaints between May 5 and May 15.² Forty percent of those complaints were of “headaches, nausea, vomiting and eye irritation to difficulty breathing and skin rashes.”³ Limetree’s operations even sent at least nine people to the emergency room.⁴ In short, Limetree’s operations have “had an immediate and significant health impact on people and their property.”⁵

Limetree wasted no time in attempting damage control. Two days after Plaintiffs filed this lawsuit, residents of Enfield Green and nearby communities noticed Limetree representatives and/or agents in their neighborhoods. *See Exhibit B*, Declaration of Michael Bicette (“Bicette Decl.”), at ¶ 2; *Exhibit C*, Declaration of Nelson Rojas (“Rojas Decl.”), at ¶ 2.

The Limetree representatives and/or agents were dispatched in groups of two, and they walked through the neighborhoods going house-to-house. Bicette Decl. at ¶ 2. When they stopped at a house, the Limetree representatives and/or agents would walk around the perimeter of the property and take photographs. *See id.* at ¶ 3.

The Limetree representatives and/or agents did not explain the results of their inspection during that visit, nor did they inquire about the health of the residents. *See id.* at ¶ 5; Rojas Decl. at ¶

¹ *See* Patricia Borns, Residents Speak out at Virtual Town Hall on Limetree Refinery, , St. Croix Source (May 15, 2021), <https://stcroixsource.com/2021/05/15/residents-speak-out-at-virtual-town-hall-on-limetree-refinery>.

² *Id.*

³ *See id.*

⁴ *Id.*

⁵ Michael Regan, U.S. EPA (@EPAMichaelRegan), Twitter (May 14, 2021, 3:06 PM), <https://twitter.com/EPAMichaelRegan/status/1393296673934303235>.

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4. After inspecting a home and taking photographs, the Limetree representatives and/or agents would leave the property without providing the resident any explanation and walk to the next property. *See, e.g.*, Bicette Decl. at ¶¶ 4-5.

Approximately five days after Limetree representatives and/or agents inspected a given property, an individual appearing to be a claims adjuster would return and present the resident with a “report.” *See id.* at ¶ 6. These claims adjusters proposed to pay residents a sum of money in exchange for a signed release. *See* Rojas Decl. at Rojas Decl. at ¶¶ 5-6. The release purports to release and discharge Limetree “from any and all claims, demands, damages, and actions, on account of all Bodily Injury and or Property Damage arising out of or in any way connected to the incident which occurred on or about the 12th Day of May, 2021 on St. Croix, USVI at 1 Estate Hope, Christiansted, Virgin Islands 00820.” *See Exhibit A.*

Notably, the release purports to release any potential claims related to bodily injury and property damage. This, despite the fact that the Limetree representatives and/or agents who visited the residents never inquired about health complaints related to the May 12 incident, let alone the other incidents that took place between February 1, 2021 and the present.

2. Legal Standards

Rule 23(d) provides that courts may “issue orders that . . . impose conditions on the representative parties or on intervenors” and “deal with . . . procedural matters.” This rule largely mirrors Rule 23 of the Federal Rules of Civil Procedure. When a provision of the Virgin Islands Rules of Civil Procedure is nearly identical to a counterpart Federal Rule, the Superior Court may consider federal decisions interpreting the federal rule as persuasive authority. *Appleton v. Harrigan*, 61 V.I. 262, n.8 (2014); *Fontaine v. People*, 56 V.I. 660, n.4 (2012); *Castillo v. St. Croix Basic Servs., Inc.*, 72 V.I. 528 (Super. Ct. 2020) (“now that the Virgin Islands Supreme Court has promulgated a rule that allows

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class actions, and borrowed the Virgin Islands rule from the federal rule, federal case [law] interpreting the federal rule is persuasive.”).

Rule 23(d) gives courts “both the duty and the broad authority to exercise control over a class action and to enter appropriate orders governing the conduct of counsel and parties.” *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 100 (1981). It does not require a finding of *actual* harm. Rather, Rule 23(d) authorizes the imposition of a restricting order to guard against the ‘*likelihood* of serious abuses.” *Id.* (emphasis added).

The Rule 23(d) authority includes the power “to regulate communications with potential class members, even before certification.” Manual for Complex Litig. (Fourth) § 21.12 (2013). Such regulation “protect[s] the integrity of the class and the administration of justice.” *In re School Asbestos Litig.*, 842 F.2d 671, 683 (3d Cir. 1988). But because of the countervailing constitutional issue presented by prior restraints on speech, “an order limiting communications between parties and potential class members should be based on a clear record and specific findings that reflect a weighing of the need for a limitation and the potential interference with the rights of the parties. . . . [S]uch a weighing—identifying the potential abuses being addressed—should result in a carefully drawn order that limits speech as little as possible, consistent with the rights of the parties under the circumstances.” *Gulf Oil Co.*, 452 U.S. at 101–02 (1981) (footnote omitted).

While defendants are generally permitted to discuss settlement offers with putative class members prior to class certification, *In re Se. Milk Antitrust Litig.*, No. MDL 1899, 2009 WL 3747130, at *3 (E.D. Tenn. Nov. 3, 2009), they may not mislead. “Misleading communications to class members concerning the litigation pose a serious threat to the fairness of the litigation process, the adequacy of representation and the administration of justice generally.” *In re Sch. Asbestos Litig.*, 842 F.2d 671, 680 (3d Cir. 1988). “Certainly communications that seek or threaten to influence the choice of

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remedies are, in some instances, subject to the strictures of *Gulf Oil* and are therefore within a district court’s discretion to regulate.” *Id.* at 683. Communications are also misleading when they “coerce prospective class members into excluding themselves from the litigation; . . . contain false, misleading or confusing statements; . . . [or] undermine cooperation with or confidence in class counsel.” *Cox Nuclear Med. v. Gold Cup Coffee Servs., Inc.*, 214 F.R.D. 696, 698 (S.D. Ala. 2003).⁶ See also Manual for Complex Litig. (Fourth) § 21.12 (2013).

To convey sufficient information, the offer must “enable a class member to determine (1) whether to accept the offer to settle, (2) the effects of settling, and (3) the available avenues for pursuing his claim if he does not settle. . . .” *Keystone Tobacco Co. v. U.S. Tobacco Co.*, 238 F. Supp. 2d 151, 155 (D.D.C. 2002) (internal citation omitted). By contrast, settlement offers are misleading if they “fail to convey the necessary context to allow potential class members to make informed decisions between individual and collective litigation. . . .” 3 *Newberg* § 9:7 (citing *Gonzalez v. Preferred Freezer Servs. LBF, LLC*, No. 12-cv-03467, 2012 WL 4466605, at *1 (C.D. Cal. Sept. 27, 2012)). And when courts encounter misleading settlement offers, they often require corrective action and protection. See, e.g., *Slamon v. Carrizo (Marcellus) LLC*, No. 3:16-CV-2187, 2018 WL 3615989, at *4 (M.D. Pa. July 27, 2018 (“The objective of a *curative* communication is to rectify any confusion, misrepresentation, or material omission that arose from the original communication. Such an objective is best accomplished by having the party that sent the original communication correct what it had previously stated, which the proposed curative text does precisely.”); *Cty. of Santa Clara v. Astra USA, Inc.*, No. C 05-03740 WHA, 2010 WL 2724512, at *3–4 (N.D. Cal. July 8, 2010) (granting motion for corrective action where defendant failed to provide a summary of or attach plaintiff’s complaint, plaintiffs’ counsel contact

⁶ The leading treatise on class actions recognizes the *Cox* case as “cited with particular frequency” on this issue. Rubenstein, 3 *Newberg on Class Actions* (“*Newberg*”) § 9:3 (5th ed.). See, e.g., *McKenzie L. Firm, P.A. v. Ruby Receptionists, Inc.*, No. 3:18-CV-1921-SI, 2020 WL 2789873, at *2 (D. Or. May 29, 2020).

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information, and the status of the case); *In re Allergan BIOCELL Textured Breast Implant Prod. Liab. Litig.*, No. 19MD2921BRMJAD, 2020 WL 3977674, at *8 (D.N.J. July 14, 2020) (ordering five corrective actions); and *Friedman v. Intervet Inc.*, 730 F. Supp. 2d 758, 762 (N.D. Ohio 2010) (string cite omitted) (“A defendant's failure to mention even an uncertified class action in securing settlements or releases from putative class members may be ‘misleading.’”).

3. Argument

The Court should exercise its authority under Rule 23 and order Limetree to correct its deceptive settlement offer. The Court should also preclude Limetree from making further offers without certain safeguards in place to protect the interests of putative class members.

a. Limetree's settlement communications are misleading and deceptive.

i. The releases lack “information regarding the essence of the case”.

The release is incredibly vague and misleading, especially to non-lawyers. At every step, it “fail[s] to provide the potential plaintiffs with adequate notice of [the] case in order to make an informed decision regarding waiver of their rights.” *Gonzalez*, 2012 WL 4466605, at *1.

- “[T]he incident” – The release references to an “incident which occurred on or about the 12th Day of May, 2021. . . .” What incident? The release does not inform putative class members that the “incident” was the release of significant volumes of toxicants into the air and onto neighboring properties. *See* Complaint at ¶ 2. It does not disclose that this “incident” was so serious that the EPA ordered Limetree to pause its operations because they “present[ed] an imminent risk to public health”⁷ It does not inform putative class members of the “significant health impact on

⁷ Environmental Protection Agency, “EPA Uses Emergency Powers to Protect St. Croix Communities and Orders Limetree Bay Refinery to Pause Operations.” Speeches, Testimony and Transcripts. US EPA, May 14, 2021. available at <https://www.epa.gov/newsreleases/epa-uses-emergency-powers-protect-st-croix-communities-and-orders-limetree-bay-refinery>.

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people and their property.”⁸ Indeed, at least two putative class members do not understand the meaning of the phrase. *See* Bicette Decl. at ¶ 12b; Rojas Decl. at ¶ 7b.

- **“Bodily Injury”** – The release purports to release all claims for “Bodily Injury”. The term is capitalized as if it were a proper noun or defined term, as is typical in release agreements, but the document doesn't provide a definition. Does bodily injury include only include acute illnesses that have already manifest? Or would it also extend to long latency disease that have yet to accrue? The release does not inform putative class members that Plaintiffs are seeking the creation of a court-supervised medical monitoring fund. Nor does it advise those putative class members that, if they settle their claims for bodily injury, they may not be eligible for the robust, long-term diagnostic screening that Plaintiffs' seek.

- **“Property Damage”** – The release again uses capital letters, but the term is (again) not defined. The release does not inform putative class members that Plaintiffs seek damages for the nuisance that Limetree created when it released the toxicants into the community. Nor does it inform those putative class members that, if they settle their claims for Property damage, they may not be eligible for the loss of use and enjoyment of their property, even though that, strictly speaking, may not require *damage to property*. Nor does it inform putative class members that the property damage may be more than surface deep. If Limetree's activities have damaged the subsurface or aquifer below, Limetree's present offer may not provide adequate compensation.

- **“[C]ompromise of a doubtful and disputed claim”** – The release does not reference any of the putative class actions, but it does cast doubt on these actions, calling them “doubtful and disputed claim[s]”. Certainly Limetree is not required to describe the proposed class's

⁸ Michael Regan, U.S. EPA (@EPAMichaelRegan), Twitter (May 14, 2021, 3:06 PM), <https://twitter.com/EPAMichaelRegan/status/1393296673934303235>.

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claims exactly as Plaintiffs' counsel would. *See Keystone Tobacco Co., Inc. v. U.S. Tobacco Co.*, 238 F. Supp. 2d 151, 157 (D.D.C. 2002) (distinguishing "self-serving advocacy" from statements that are "inaccurate or misleading"). But when a defendant presents its own view; with no clear indication that its positions are contested, no warnings of its conflict of interest, and no instructions for obtaining an alternate view; it necessarily has omitted material facts that threaten to mislead proposed class members into prejudicing their rights. *See id.* at 153, 157 (noting that the communication at issue enclosed a copy of the complaint, included plaintiffs' counsel's contact information, contained defendants' assessment of the case in a separate memorandum, and "advised customers to consult with their own lawyers before deciding to settle the case").

ii. The releases fail to "avoid providing inaccurate or misleading information" to putative class members.

Limetree must "avoid providing inaccurate or misleading information and to assure that they were in compliance with established law. . . ." *US Tobacco*, 238 F. Supp. 2d at 157. However, its release did not attach Plaintiffs' complaint, provide their counsel's contact information, or inform the releasor that putative class members may seek the advice of counsel.

Limetree's quick release deters careful and informed decision-making. Putative class members may be unsuspectingly lured into compromising their claims for well below fair settlement value because they lack critical information.

Judicial intervention is appropriate here because it is unclear "whether or not the putative class members have, or can obtain, sufficient information to fairly evaluate the settlement offer." *In re Southeastern Milk Antitrust Litig.*, No. 08-MD-1000, 2009 U.S. Dist. LEXIS 102635, at *20 (E.D. Tenn. Nov. 3, 2009). Fully-informed putative class members are in a better position to weigh the pros and cons of Limetree's settlement offers.

b. The Court should order Limetree to send corrective communications and

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monitor future communications.

“If class members have received inaccurate precertification communications, the judge can take action to cure the miscommunication and to prevent similar problems in the future.” Manual for Complex Litig. (Fourth) § 21.12 (2013). In light of Limetree's misleading *ex parte* communications with proposed class members, the Court should: (1) order corrective notices to all contacted proposed class members (including those who already signed a release), at Limetree's expense, informing proposed class members of the allegations of this suit and providing a copy of the Complaint, along with co-lead counsel's contact information with notice that they may be consulted at no cost to them; (2) order Limetree to provide a more thorough release to all proposed class members who have already signed a release as well as an opportunity to void the settlement, *see County of Santa Clara v. Astra USA, Inc.*, No. 05-cv-3740, 2010 WL 2724512 (N.D. Cal. July 8, 2010) and *Ralph's Oldsmobile*, 2001 WL 1035132, at *7; and (3) order that further communications with unrepresented proposed class members be filed with the Court at least five full days prior to transmission, and delayed if Plaintiffs' counsel object, subject to decision of the Court. *See, e.g., EEOC v. Mitsubishi Motor Mfg. of Am., Inc.*, 102 F.3d 869, 870-71 (7th Cir. 1996) (denying appeal of order requiring curative notice and pre-communication filing); *Goody v. Jefferson Cty.*, No. 09-cv-437, 2010 WL 3834025 (D. Idaho Sept. 23, 2010) (ordering corrective notice); *Ralph Oldsmobile, Inc. v. General Motors Corp.*, No. 99-cv-4567, 2001 WL 1035132 (S.D.N.Y. Sept. 7, 2001) (ordering curative notice).

4. Conclusion

For the reasons set forth above, the Court should grant the motion and issue the Proposed Protective Order, ordering corrective notice, Court oversight over further communications, and relief to proposed class members who wish to void their settlement agreements upon review of the information contained in the corrective notice.

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DATED: June 1, 2021

Respectfully Submitted,

/s/ Warren T. Burns

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CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set for in Rule 6-1(e) of the Virgin Islands Rules of Civil Procedure, and that on this 1st day of June, 2021, I directed a process server to serve a true and correct copy of the foregoing document via personal service on all defendants' agents for service of process with instructions to do so with all dispatch.

/s/ C. Jacob Gower
C. Jacob Gower, Esq.

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Defendants.

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DECLARATION OF NELSON ROJAS IN SUPPORT OF PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER AND PROTECTIVE ORDER FOR COURT OVERSIGHT OF LIMETREE'S COMMUNICATIONS WITH PROPOSED CLASS MEMBERS

I, Nelson Rojas, make this Declaration pursuant to Rule 84(b) of the Virgin Islands Rules of Civil Procedure.

1. I own and live at the property located at 53 Estate Diamond.
2. On approximately Friday, May 21, 2021, I noticed two men who I had never seen before park in front of my house.
3. On that day, the two men came to my house at 53 Estate Diamond. They asked for my permission to walk around the property and inspect it. I gave them permission. The men walked the perimeter of my property.
4. The men did not ask about my health. They did not ask if I believed that I had suffered any medical effects from the refinery's operations.

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Nelson Rojas Declaration

5. One of the men presented me with a “Release of all Claims” and he verbally told me that the release would cover around \$5000 for damages to my property. He also gave me a list of contractors that could clean my property.

6. The man said I would have to sign the “Release of all Claims” form if I accepted the money he was offering.

7. The release states that it releases all claims for “Bodily Injury and or Property Damage arising out of or in any way connected to the incident which occurred on or about the 12th Day of May, 2021 on St. Croix.”

a. The men did not explain to me what the terms “Bodily Injury” or “Property Damage” mean.

b. I do not know what the phrase “the incident which occurred on or about the 12th Day of May, 2021 on St. Croix” means. The men did not explain what this meant besides that there was a release of oil.

c. I do not know what “arising out of or in any way connected to” means. The men did not explain what that phrase means.

8. The form also states that this is “a doubtful and disputed claim.” I do not know what that term means. The men did not explain what this term means. The men did not explain why Limetree disputes that it got oil on my property.

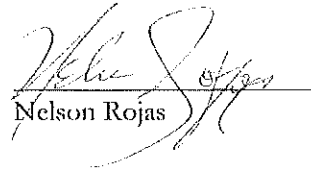
9. None of the two men that visited my house told me that three class action lawsuits had been filed against Limetree for its release of oil. They did not tell me the names of the lawyers who were representing the plaintiffs in those three lawsuits. They did not tell me that I should seek a lawyer’s advice before signing the release and accepting their money.

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10. The Template Report and release form do not mention that a lawsuit had been filed. They do not suggest that I seek the advice of legal counsel. They do not identify the names of counsel representing the plaintiffs in any lawsuit against Limetree.

11. I did not sign the release or accept the money.

I declare under penalty of perjury that the foregoing is true and correct, executed on this 1st day of June, 2021.


Nelson Rojas

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Defendants.

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Jury Trial Demanded

Putative Class Action

DECLARATION OF MICHAEL BICETTE IN SUPPORT OF PLAINTIFFS' MOTION FOR TEMPORARY RESTRAINING ORDER AND PROTECTIVE ORDER FOR COURT OVERSIGHT OF LIMETREE'S COMMUNICATIONS WITH PROPOSED CLASS MEMBERS

I, Michael Bicette, make this Declaration pursuant to Rule 84(b) of the Virgin Islands Rules of Civil Procedure.

1. I own two properties in Estate Enfield Green. They are located at 327 Enfield Green and 329 Enfield Green. I live at 329 Enfield Green, and I lease 327 Enfield Green to a tenant.
2. On approximately Friday, May 21, 2021, I noticed people who I had never seen before walking in Enfield Green. They were in groups of two and walking from house to house.
3. On that day, a group of two people came to my house at 329 Enfield Green. They asked for my permission to walk around the property and inspect it. I gave them permission. The two people walked the perimeter of my property. One of the people took photographs.
4. The people who visited my house did not tell me if they worked for Limetree.
5. The people did not ask about my health. They did not ask if I believed that I had suffered any medical effects from the refinery's operations. After walking the property and taking

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Michael Bicette Declaration

photographs, the two people left.

6. Approximately five days later, around May 25, 2021, a different man came to my house. I did not recognize this man. When I answered the door, he introduced himself as a claims adjuster.

7. The claims adjuster presented me with a “Template Report” and settlement offer for 327 Enfield Green. That is the house that I own but lease.

8. The Template Report contained the following name: “Sedgwick Claims Management Services, Inc.” I am not familiar with this company.

9. The claims adjuster explained to me that the money he was offering was to compensate for the oil that was released by Limetree and landed on my property

10. The claims adjuster did not mention my health. He did not ask any questions about my health. He did not ask whether I had suffered health problems or symptoms as a result of the refinery’s operations.

11. The adjuster presented me with a release form. He said I would have to sign the form if I accepted the money he was offering.

12. The release states that it releases all claims for “Bodily Injury and or Property Damage arising out of or in any way connected to the incident which occurred on or about the 12th Day of May, 2021 on St. Croix.”

a. I do not know what the terms “Bodily Injury” or “Property Damage” mean. I do not know why those words are capitalized. The claims adjuster did not explain what these terms mean or why they are capitalized.

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Michael Bicette Declaration

b. I do not know what the phrase “the incident which occurred on or about the 12th Day of May, 2021 on St. Croix” means. The claims adjuster did not explain what this meant besides that there was a release of oil.

c. I do not know what “arising out of or in any way connected to” means. The claims adjuster did not explain what that phrase means.

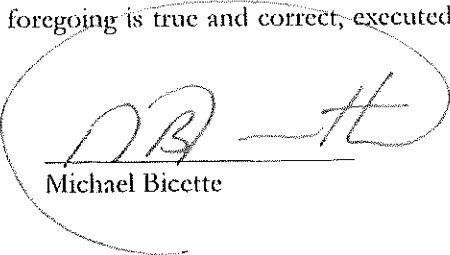
13. The form also states that this is “a doubtful and disputed claim.” I do not know what that term means. The claims adjuster did not explain what this term means. The claims adjuster did not explain why Limetree disputes that it got oil on my property.

14. None of the three men that visited my house told me that three class action lawsuits had been filed against Limetree for its release of oil. They did not tell me the names of the lawyers who were representing the plaintiffs in those three lawsuits. They did not tell me that I should seek a lawyer’s advice before signing the release and accepting their money.

15. The Template Report and release form do not mention that a lawsuit had been filed. They do not suggest that I seek the advice of legal counsel. They do not identify the names of counsel representing the plaintiffs in any lawsuit against Limetree.

16. I did not sign the release or accept the money.

I declare under penalty of perjury that the foregoing is true and correct, executed on this 1st day of June, 2021.


Michael Bicette

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED

June 01, 2021

SX-2021-CV-00411

TAMARA CHARLES

CLERK OF THE COURT

RELEASE OF ALL CLAIMS

KNOWN ALL MEN BY THESE PRESENT, THAT _____ [NAME], of _____ [ADDRESS] (the "premises"), for the sole consideration of _____ Dollars (\$ _____ .00); has released and discharged Limetree Bay Refining, LLC, Limetree Bay Terminals, LLC, and Limetree Bay Ventures, LLC, and each of their respective members, managers, officers, directors, employees, agents, parents, owners, subsidiaries, affiliates, and insurers; from any and all claims, demands, damages, and actions, on account of all Bodily Injury and or Property Damage arising out of or in any way connected to the incident which occurred on or about the 12th Day of May, 2021 on St. Croix, USVI at 1 Estate Hope, Christiansted, Virgin Islands 00820.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned; that this Release contains the entire agreement between the parties hereto, and that terms of this Release are contractual and not a mere recital. The parties also understand and agree that the acceptance of the above stated consideration from one party to the other is in full accord and satisfaction of, and in compromise of a doubtful and disputed claim, and that the payment thereof is not an admission of liability, but made for the purpose of terminating any and all disputes and litigation between the parties with respect to the incident. The undersigned declares and represents that the undersigned is either the owner of the premises or authorized agent of the owner of the premises.

I sign the foregoing Release and Settlement Agreement and fully agree and accept to the terms and provisions stated therein. I declare, certify, and state under penalty of perjury under the laws of the United States of America and the U.S. Virgin Islands that the foregoing is true and correct pursuant to 28 U.S.C. Sec. 1746(2) and V.I. R. Civ. P. 84, which both authorize the making of these statements without the signature of a notary.

Executed on (Date): _____

Sign: (X) _____

Print Name: _____

Witness (XX) _____
Signature

(XX) _____
Print Name

Witness Address: (XX) _____

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED

June 01, 2021
SX-2021-CV-00411
TAMARA CHARLES
CLERK OF THE COURT

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

Helen Shirley, Anisha Hendricks, Cristel Rodriguez, Josie Barnes, Arleen Miller, and Rosalba Estevez, Isidore Jules, John Sonson, and Virginie George, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

Limetree Bay Ventures, LLC, Limetree Bay Terminals, LLC, and Limetree Bay Refining, LLC,

Defendants.

Case No. SX-21-CV-00411

Jury Trial Demanded

Putative Class Action

Complex Litigation Division

ORDER

Upon consideration of Plaintiffs' Motion for a Protective Order Regarding Limetree's Communications with Putative Class Members, the motion is hereby GRANTED.

It is FURTHER ORDERED that defendants Limetree Bay Ventures, LLC ("LBV"), Limetree Bay Refining, LLC ("LBR"), and Limetree Bay Terminals, LLC ("LBT") (collectively, "Limetree") are hereby required to do the following:

- (a) Log any further communications with unrepresented putative class members and submit the log to the Court;
- (b) Send corrective notices to all contacted proposed class members at Limetree's expense, informing the putative class members of this suit's allegations, providing them a copy of the Complaint, with counsel's contact information, and notice that counsel may be consulted at no cost to them;

Helen Shirley, et al. v. Limetree Bay Ventures, LLC, et al., SX-21-CV-00411
Order

- (c) Disclose the names and contact information of those persons with whom Limetree has ostensibly settled; and
- (d) Afford those settling persons an opportunity to void their settlement upon proper notice and an opportunity to reconsider the offer's terms.

Date: _____, **2021**

Judge of the Superior Court

Attest: Tamara Charles
Clerk of the Court

By: _____

Date: ___/___/___