

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

GEORGE R. SIMPSON

Plaintiff

v.

GEORGE WOOD

Defendant

CIVIL NO.

FRAUD; MISREPRESENTATION;  
INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS;  
MISFEASANCE; MALFEASANCE;  
DEFAMATION;  
AND ACTION FOR DAMAGES

**COMPLAINT**

Here comes George R. Simpson, Prose, on behalf of himself and other similarly situated owners of Sapphire Bay Condominiums West, and files this Complaint alleging the following.

**Jurisdiction**

1. This Court has jurisdiction and authority to grant the requested relief pursuant to 4 V.I.C. § 76, Rule 65 of the Federal Rules and Civil Procedure, and 5 V.I.C. § 1261.
2. Plaintiff, George R. Simpson resides in Southampton, New York, and has an address at PO Box 775, Hampton Bays, New York 11946. George R. Simpson, for the period April 1, 2003 through September 14, 2005 was a resident of St Thomas, US Virgin Islands, and was an owner of unit C-4, at the Sapphire Bay Condominiums West, and was an owner/member of the condominium association organized pursuant to By-laws and Rules and Regulations, amended September 22, 1991, and in accordance with the provisions of Chapter 33, Title 28, of the Virgin Islands Code, known as the "Condominium Act of the Virgin Islands".
3. Sapphire Bay Condominiums West is located at 6345 Smith Bay, St. Thomas, US Virgin Islands.
4. Defendant GEORGE ("BUD") WOOD, is an owner of Unit D-7, Sapphire Bay Condominiums West, 6345 Smith Bay, St. Thomas, US Virgin Islands.

## Facts

5. Both Plaintiff and Defendant were owners of condominium units at Sapphire Bay Condominiums West.
6. Defendant George Wood has claimed to be a member of the Board of Directors of Sapphire Bay Condominiums West for four years (from September 2001 through September 2005).
7. During Defendant George Wood's terms as Board member, Vice President, and President, he knew that he was misrepresenting his right to be a Board member and officer, because the Board was, for various reasons, illegally constituted.
8. Defendant George Wood and all other "Board Members", for the period that Plaintiff was a resident at Sapphire Bay Condominiums West, were elected with defective Proxies, and therefore the Board was illegally constituted, and actions taken by the Board(s) were without any authority.
9. According to the Condominium ByLaws, proxies required the explicit definition of someone to vote the Proxy for the person signing the Proxy. The Proxies used to elect Defendant George Wood and all other Directors at Sapphire Bay Condominiums West did not contain the necessary designation of such a person to vote the Proxy.
10. Defendant George Wood knew he was not a legal director, Vice President, and President, yet he continued fraudulently to serve.
11. While Defendant George Wood was "Vice President" and "President" of the Sapphire Bay Condominiums West association, at least three other Directors (Kerschner, Golden, and Donohoe) served on the association Board, yet they did not have the necessary credentials required by the ByLaws to be a Director.
12. Defendant George Wood knew that these three Directors were not qualified to be Directors, but he allowed them to remain on the Board.
13. Defendant George Wood knew that the Board was not a legally constituted Board, because these three individuals lacked necessary qualifications, yet he continued to run the "Board" as Vice President and President.
14. Defendant George Wood led a campaign of slander and harassment against Plaintiff and Plaintiff's wife. Defendant George Wood manipulated others to cause them to ruin the life of Plaintiff and Plaintiff's wife, making it impossible

- for Mr. and Mrs. Simpson to have quiet enjoyment of their apartment, eventually causing them to sell their apartment.
15. During Defendant George Wood's terms as Board Member, and as President of the Board, the activities of the Board were conducted dishonestly to the detriment of Plaintiff and all other owners.
  16. Defendant George Wood has been a spearhead of an effort to continue to evade and cover-up extensive filing violations by the SBCW Condo association and its owners with the Coastal Zone Management and Permits Department (CZM) of the Department of Planning and Natural Resources of the USVI Government.
  17. In addition to the CZM filing cover-ups, Defendant George Wood has been a spearhead of an effort to continue to evade and cover-up extensive filing violations with the Building Department of the Government of the US Virgin Islands.
  18. This massive cover-up involves potential CZM filing fines of as large as \$50,000,000 (\$50 Million) and as many as 500 building permit violations.
  19. These CZM filing infractions carry with them a jail term for anyone who knowingly neglects their responsibility under the CZM laws.
  20. The permit violations are so extensive that virtually every apartment and all commons areas are unsafe due to permit violations, and no area of Sapphire Bay Condominiums West apartment and facilities would be covered by insurance, should a serious accident/claim occur.
  21. Therefore, because of the continued building code and CZM violations and cover-ups led by Defendant George Wood, all Condo Owners at Sapphire Bay Condominiums West are exposed to UNINSURED liabilities of an unlimited extent -- even if the Condo Owner *has paid for insurance, and thinks he is insured.*
  22. The International Building Code, (IBC) which is incorporated into USVI law, states that facilities which have not been inspected in accordance with the IBC are UNSAFE.
  23. Therefore, because of the lack of necessary permits, approvals and inspections of facilities at Sapphire Bay Condominiums West, virtually all the facilities (electrical, structural, plumbing, etc.) are "By Law" determined to be UNSAFE.

24. Plaintiff Simpson and Plaintiff's wife were under considerable emotional pressure because of this known, and repairable, problem of the Sapphire Bay Condominiums West *unsafe and uninsured premises*, which Defendant George Wood was covering up.
25. Defendant George Wood, acting together with others at his direction, deceived the CPA auditors, and did not disclose the enormous contingent liabilities which exist at SBCW, to the extreme detriment of Plaintiff and his fellow owners.
26. Defendant George Wood, masquerading as Board President and Board Vice President of Sapphire Bay Condominiums West, has been an instigator in the filing and continuance of five frivolous lawsuits against George R. Simpson. These lawsuits are exposing the Owners of Sapphire Bay Condominiums West to needless legal expense and damages, which will be paid to George Simpson in settlement of the frivolous actions. (Estimated to amount to \$500,000 in legal fees and \$20,000,000 of damages.)
27. Defendant George Wood continued the pursuit of the lawsuits, even after he learned that Sapphire Bay Condominiums West had no right to be in Court because:
  - (a) The Board of Directors was not a legal board, and therefore could not file or continue a lawsuit.
  - (b) Sapphire Bay Condominiums West was in violation of the USVI Trade Name statutes, and for that reason, had no right to file or continue a lawsuit in any Court in the US Virgin Islands.
  - (c) The ByLaws of the Sapphire Bay Condominiums West Condominium Association required that all disputes between owners and the SBCW Board be handled by Arbitration, not by lawsuit.By continuing the lawsuits, when Defendant George Wood knew they should be canceled, he incurred additional legal expense for the Condo Association, and additional expense, stress, effort, and aggravation for Plaintiff.
28. Defendant George Wood, masquerading as President, Vice President, and member of the Board of Directors of Sapphire Bay Condominiums West was charged with the job of enforcing the ByLaws of the Association, yet he himself violated the ByLaws, and he allowed others to violate the ByLaws.

29. Defendant George Wood, according to the Condominium ByLaws, acting as President of the "Board", was the supervisor of manager Frank Barry, but he provided virtually no effective supervision of Condominium manager, Frank Barry.
30. Defendant George Wood encouraged manager Frank Barry to commit perjury in two lawsuits, which are pending, and even though Defendant George Wood knows that Frank Barry committed Perjury, Barry is still on the Condominium payroll as manager.
31. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, Defendant George Wood allowed the association to continuously bill Plaintiff for over \$150,000 of legal bills, which were not the responsibility of Plaintiff to pay. Every month, the Condominium would bill Plaintiff for any new legal expense, plus the accumulated "unpaid" balance of legal expense. This harassment caused Plaintiff and his wife to be under enormous stress.
32. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, he allowed the association to file an illegal lien against Plaintiff's apartment. This harassment caused Plaintiff and his wife to be under enormous stress.
33. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, he organized a party of eleven owners, lawyers, video camera man, an off-duty police officer in uniform to create the "color of Law", and others to descend on the apartment of Plaintiff for purpose of "inspection" of Plaintiff's walls, which inspection was unnecessary, in that the walls had already been inspected and approved by the USVI building inspector.
34. While in the apartment of Plaintiff, Defendant George Wood tried to destroy Plaintiff's wall using a crow bar, which he brought into Plaintiff's apartment without Plaintiff's approval.
35. The spectacle of eleven people with a police officer and cameraman was very embarrassing to Plaintiff and Plaintiff's wife, and the harassment orchestrated by Defendant George Wood caused Plaintiff and his wife to be under enormous stress and embarrassment.

36. Defendant George Wood deliberately defamed Plaintiff and his wife in letters he sent to each of the Sapphire Bay Condominium Association owners, at open Board meetings, and in minutes of Board meetings distributed to all owners, and in a letter sent to Plaintiff's friend, and condo owner, William D'zio, threatening him with being joined to a lawsuit if he continued to be friendly with Plaintiff, and in a letter sent to all owners accusing Plaintiff of Anti-Semitic activities.
37. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, Defendant George Wood allowed Frank Barry and Condo association lawyer, Alan Feuerstein to carry on an inappropriate relationship, flaunting the relationship on the premises of the Condo, including riding around the premises arm in arm in the Condo owned golf cart, giggling and laughing like teen age girls as they taunted and harassed Plaintiff and Plaintiff's wife.
38. The Condo Association Lawyer, Alan Feuerstein, even moved into Condo Association owned apartment adjacent to the Condo Association owned apartment housing Frank Barry.
39. The harassment and emotional distress caused by Defendant George Wood, manager Frank Barry, and attorney Feuerstein was so great, that early in 2005, Plaintiff put his condominium unit at Sapphire Bay Condominium West up for sale. Once a buyer was secured, the closing of the sale was set for September of 2005.
40. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, the Condominium Association tried to prevent Plaintiff and Plaintiff's wife from selling their apartment by requiring them, before they could sell their apartment, to pay over \$150,000 in attorney fees which attorneys had billed to the Condo Association, and which were clearly not the liability of Plaintiff.
41. Although the Condominium Association, led by Defendant George Wood, finally gave in on their extortion demands, the argument delayed the closing of the Simpson's sale of their apartment for many days, caused the Plaintiff Simpson to expend thousands of dollars in legal fees, and the cruel act by the Condominium Association caused Plaintiff and Plaintiff's wife to be under enormous stress.

42. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, he extorted moneys out of Plaintiff in order to "replace" the windows in Plaintiff's apartment. In September of 2005, when Plaintiff's apartment was to be sold, the Condominium Association, as a condition prescient to providing a "Release Letter", which letter was needed for closing, required that Plaintiff provide moneys for window replacement ***when there was absolutely no legal basis for the moneys to be provided to the association.***
43. This extortion, led by Defendant George Wood, caused Plaintiff to expend moneys for the replacement of the windows, and in legal fees. This harassment caused Plaintiff and his wife to be under additional enormous stress.
44. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, he allowed the Condo Association to pay out over \$250,000 of legal bills for lawsuits filed unlawfully against Plaintiff by the attorneys Feuerstein and Capdeville.
45. Condo Association Attorneys Capdeville and Feuerstein, acting at the direction of Defendant George Wood, wasted the money on the five suits filed against Plaintiff Simpson, because:
- ❑ The Board of Directors was not a legal board, and therefore could not file or continue a lawsuit.
  - ❑ Sapphire Bay Condominiums West was in violation of the USVI Trade Name statutes, and for that reason, had no right to file or continue a lawsuit in any Court in the US Virgin Islands.
  - ❑ The ByLaws of the Sapphire Bay Condominiums West Condominium Association required that all disputes between owners and the SBCW Board be handled by Arbitration, not by lawsuit.
46. Defendant George Wood *has not caused* the Condo Association to demand repayment from the attorneys of these wasted legal fees.
47. While Defendant George Wood was masquerading as President of the Board of Sapphire Bay Condominiums West, he refused to stop harassment of Plaintiff and Plaintiff's wife by Frank Barry and attorney Feuerstein.
48. This harassment included stalking of Plaintiff and his wife by Frank Barry and Attorney Feuerstein, riding on the Condo Association golf cart, and driving up to

- the Simpson's apartment with cameras snapping pictures of Mrs. Simpson, whose desk looked out of the front of the Simpsons' apartment.
49. Employee Frank Barry is permitted to violate the Rules and Regulations of the Condo Association.
  50. During the four years Defendant George Wood was a masquerade board member, he allowed many dishonest activities of Manager Frank Barry to go unchecked, including misappropriation and embezzlement of association funds.
  51. The Condo Association has eight or nine employees, of which only one to two is working at a time, on the average. This scandalous waste when Defendant George Wood was masquerading as President, Vice-president, and Board member suggests gross mismanagement at best, perhaps kick-backs and outright stealing.
  52. Defendant George Wood knowingly allowed unlicensed contractors to perform electrical and other work at the Condominium Complex, even though he knew that such work being performed was illegal, suggesting gross mismanagement and perhaps kickbacks.
  53. Reporting to Defendant George Wood, who was masquerading as President of the Board of Sapphire Bay Condominiums West, Frank Barry was allowed to take as many as 12 weeks vacation when Condo Association policy allows only 4 weeks.
  54. Frank Barry has been allowed to have a pet cat in his Condo Association owned apartment and have the cat run free on the property of the Sapphire Bay Condominiums West, even though Defendant George Wood knows that having a cat in an apartment or on the premises is against the By-laws of the Condo Association.
  55. Plaintiff has a phobia against cats, and is terrified when he comes near a cat. Defendant George Wood has known of Plaintiff's cat phobia, yet did nothing to remove the cat owned by Frank Barry and other cats on the premises, in accordance with the ByLaws. This inaction caused the Plaintiff and Plaintiff's wife to be under substantial stress.

COUNT ONE  
Fraud

56. Plaintiff re-alleges paragraph 1 through 55, and incorporates the same by reference.
57. Defendant deliberately and fraudulently represented the qualifications of Directors, whom he knew were not qualified to be Directors.
58. Defendant deliberately and fraudulently represented that the Board had been legally elected, yet he knew that the Proxies used were not in accordance with the ByLaws, and therefore the entire Board was not legally elected because of the illegal and nonconforming Proxies.
59. Defendant George Wood deliberately and fraudulently represented that the Board met the Condo Association ByLaw requirements for Board officership when in fact, he knew that the Board had not been legally constituted, due to Proxy irregularities and Board member lack of qualifications.

COUNT TWO  
Misrepresentation

60. Plaintiff re-alleges paragraph 1 through 59, and incorporates the same by reference.
61. Defendant George Wood deliberately and fraudulently represented that the Board met the Condo Association ByLaw requirements for Board legality, when in fact, he knew that the Board had not been legally constituted due to Proxy irregularities and Board member lack of qualifications.

COUNT THREE  
Misfeasance

62. Plaintiff re-alleges paragraph 1 through 61, and incorporates the same by reference.
63. Defendant had a total disregard for his responsibilities as Director and President of the Board.
64. Defendant failed to properly supervise manager Frank Barry.
65. Whereas Defendant George Wood had responsibility for rigid enforcement of the ByLaws, he adhered to them when he wanted to adhere to them and did not when he did not want to adhere to them.

66. When Defendant George Wood was masquerading as Vice President and President, he directed the Board of Directors to initiate and continue many frivolous lawsuits against Plaintiff, with total disregard for the pertinent Law and relevant facts. Because Defendant George Wood filed and continued these lawsuits illegally, he wasted over \$250,000 of Association moneys.
67. Defendant George Wood deliberately acted, and caused the Board to act in a way to harm Plaintiff's reputation, harassed him, and prevented him and his wife from being able to quietly enjoy his home.
68. Defendant continued his deliberate violation of Article 11 of the Rules and Regulations (No Pets), even though Defendant was given written and oral warnings that such violation is continuing to cause emotional and other harm to Plaintiff and his family.

COUNT THREE  
Malfeasance

69. Plaintiff re-alleges paragraph 1 through 68, and incorporates the same by reference.
70. Defendant knew he was participating in a Board, which was not legally constituted, and he knew that he was performing dishonestly, but in spite of this, he continued his behavior with reckless disregard of the interests of Plaintiff and the other owners.
71. Defendant knew the Board was illegal, yet he used his position on the "Board" to damage the reputation of Plaintiff, and harassed Plaintiff in the name of the Board. He continues to do so even today.

COUNT FOUR  
Defamation

72. Plaintiff re-alleges paragraph 1 through 71, and incorporates the same by reference.
73. Defendant, acting as Board Member and President of the Board, had a fiduciary responsibility to be fair with all owners.
74. Defendant George Wood deliberately defamed Plaintiff and his wife in letters to owners, at one or more open Board meetings, and in minutes to Board meetings

distributed to all owners, and in a letter sent to Plaintiff's friend, and condo owner, William D'zio, threatening him with being joined to a lawsuit if he continued to be friendly with Plaintiff, and in a letter sent to all owners accusing Plaintiff of Anti-Semitic activities.

75. Defendant George Wood organized an eleven-person entourage of owners, lawyers, cameraman and a policeman off-duty and in uniform (for the color of law), and came to Plaintiff's apartment, armed with a crowbar, for the purpose of insulting, harassment and defamation of Plaintiff and Plaintiff's wife.

#### COUNT FIVE

##### Intentional Infliction of Emotional Distress

76. Plaintiff re-alleges paragraphs 1 through 75, and incorporates the same by reference.
77. Defendant, acting as Board Member, Vice President, and President of the Board, had a fiduciary responsibility to be fair with all owners.
78. Contrary to his responsibility, Defendant George Wood deliberately and intentionally inflicted emotional distress upon Plaintiff and his wife.
79. Defendant George Wood deliberately acted, and caused the Board to act in a way to harm Plaintiff's reputation, harassed him, and prevented him from being able to quietly enjoy his home.
80. Defendant George Wood allowed manager Frank Barry, Condo Association attorney Feuerstein to drive around the Condo grounds in the Condo Association golf cart harassing Plaintiff and Plaintiff's wife.
81. Defendant George Wood, by covering up and not correcting extensive CZM and Building Violations, caused Plaintiff and Plaintiff's wife extensive emotional distress.
82. Defendant George Wood let the Condo Association in illegally putting a lien on Plaintiff's apartment, illegally billing Plaintiff for legal fees in excess of \$150,000, tried to extort these legal fees from Plaintiff, and extorted moneys from Plaintiff for window replacement.

COUNT SIX  
Action for Damages

- 83. Plaintiff re-alleges paragraphs 1 through 82, and incorporates the same by reference.
- 84. Due to the aforementioned reasons, Plaintiff has been greatly damaged, financially and emotionally.
- 85. In addition, other owners have been damaged, financially and emotionally.
- 86. Plaintiff seeks recovery of the Damages for himself and for other owners.

Relief Requested

WHEREFORE, the Plaintiff prays for the following relief:

- a) For actual and compensatory damages;
- b) For costs and attorney fees; and,
- c) Loss in value of Plaintiff's apartment, which Defendant caused Plaintiff to have to sell.
- d) For whatever other relief the Court deems just and proper.
- e) Refer the various criminal activities of Defendant Wood to the USVI Attorney General for investigation and prosecution. (Such Criminal activities as extortion and knowingly breaking the CZM and Building Code regulations which caused virtually the entire premises to be unsafe.)

DATED: \_\_\_\_\_, 2007

GEORGE R. SIMPSON, PROSE

By: \_\_\_\_\_

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