

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

CHELSTON K. RICHARDSON,
Plaintiff,

v.

Government of the Virgin Islands,
NATHALIE HODGE, Commissioner of
the Department of Licensing and
Consumer Affairs of the Government
of the Virgin Islands, in her official and
individual capacities;
RICHARD E. EVANGELISTA, former
Commissioner of the Department of
Licensing and Consumer Affairs, in his
individual capacity;
WILBUR FRANCIS, Director of Enforcement
of the Department of Licensing and
Consumer Affairs, in his official and
individual capacities;
USW LOCAL 8249;
and VIVIANNE NEWTON, Director of Internal
Affairs Unit of the Virgin Islands Police
Department, in her official and individual
capacities,

3:26-cv-_____

Action for Injunctive
Relief and Damages
Pursuant to 42 USC § 1983

Defendants. _____ / _____ Jury Trial Demanded

VERIFIED COMPLAINT

COMES NOW Plaintiff Chelston K. Richardson, by and through counsel Peter J. Lynch,
Esq. of FLAG LAW VI, and files this complaint pursuant to 42 U.S.C. § 1983, to complain of
the actions of the Defendants, seeking injunctive relief and damages, demands trial by jury
on all issues so triable, and says:

INTRODUCTION

This is a civil action for damages and injunctive relief arising from the wrongful
termination of Plaintiff Chelston K. Richardson from his employment as an Enforcement

Officer with the Department of Licensing and Consumer Affairs ("DLCA") of the Government of the Virgin Islands ("GVI"), and from the cascading violations of his statutory, contractual, and constitutional rights that led to and flowed from that termination.

Plaintiff brings this action under the Public Employees Labor Relations Act ("PELRA"), codified at 24 V.I.C. §§ 361–383, including the hybrid cause of action recognized under 24 V.I.C. § 383, which allows a public employee to sue both the government employer for breach of a collective bargaining agreement ("CBA") and the union for breach of the duty of fair representation.

Plaintiff also brings claims for wrongful termination, unfair labor practices by the employer and the union, and deprivation of civil rights under color of law pursuant to 42 U.S.C. § 1983, based on the denial of Plaintiff's right to due process of law guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution, as applied to the Virgin Islands through the Revised Organic Act of 1954, § 3.

Beginning in 2022, Plaintiff blew the whistle on the corrupt activities of DLCA St. Thomas Division Enforcement Chief Darryl Donovan, who was taking bribes from and giving tip-offs to businesses subject to no-notice DLCA inspections. In retaliation for Plaintiff's protected whistleblowing activity, GVI officials - principally Defendants Wilbur Francis and former DLCA Commissioner Richard E. Evangelista - suspended Plaintiff for two weeks without pay in 2023, without advance notice, without a hearing, and without an opportunity to present a defense. The retaliation continued through 2024 and culminated in a fundamentally unfair termination hearing on May 17, 2025, presided over by conflicted

individuals, after which Defendant Commissioner Nathalie Hodge recommended Plaintiff's termination to the Governor, who acted on that recommendation.

Throughout this period, Defendant USW Local 8249 ("the Union"), Plaintiff's exclusive bargaining representative under the CBA, breached its duty of fair representation. The Union filed grievances on Plaintiff's behalf but then systematically and deceptively failed to advance any of them. It also failed to recuse conflicted individuals. From 2023 through 2026, the Union falsely informed Plaintiff that it was awaiting assignment of arbitrators from the Public Employees Relations Board ("PERB") when, in fact, PERB long before had promptly provided lists of arbitrators for each grievance. The Union's deception and inaction constituted arbitrary, discriminatory, and bad faith conduct that extinguished Plaintiff's right to have his grievances resolved through arbitration.

The combined bad faith of DLCA and the Union has caused Plaintiff, the whistleblower, to lose his career, his wages, and his professional reputation for reporting the corruption and criminal activity that exists and continues at DLCA.

Plaintiff filed Tort Claim Notices pursuant to 33 V.I.C. § 3401 et seq. on July 17, 2023 and July 17, 2026, and now brings this action seeking compensatory damages, equitable relief including reinstatement, attorney's fees, costs, and such other relief as the Court deems just and proper. **Exhibits A and B.**

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Chelston K. Richardson is a former enforcement officer for the Department of Licensing and Consumer Affairs, and resides in St. Thomas.
2. Defendant Government of the Virgin Islands ("GVI") is the local sovereign government.

3. Defendant Nathalie Hodge (“Ms. Hodge”), Commissioner of the Department of Licensing and Consumer Affairs (“DLCA”) of the Virgin Islands Government, is a resident of St. Croix.
4. Defendant Richard Evangelista (“Mr. Evangelista”) is the former Commissioner of DLCA, and resides in St. Croix.
5. Defendant USW Local 8249 is the union that represents DLCA enforcement officers in matters of their employment by GVI throughout the Virgin Islands, with its headquarters in St. Thomas.
6. Defendant Wilbur Francis (“Mr. Francis”) is the Director of Enforcement at DLCA, and resides in St. Croix.
7. Defendant Vivianne Newton (“Ms. Newton”) is the Director of the Internal Affairs Unit (“IAU”) at the Virgin Islands Police Department (“VIPD”), and resides in St. Thomas.
8. This Court has jurisdiction over Plaintiff's hybrid claim under PELRA pursuant to 24 V.I.C. § 383(a), which provides that “[s]uits for violation of contracts between a public employer and an exclusive representative, or between labor organizations, may be brought in any court of this Territory having jurisdiction of the parties, including the Federal District Court, without respect to the amount in controversy or without regard to the citizenship of the parties.”
9. This Court has jurisdiction over Plaintiff's civil rights claims pursuant to 28 U.S.C. § 1331, as those claims arise under the Constitution of the United States and 42 U.S.C. § 1983.

10. This Court has supplemental jurisdiction over Plaintiff's territorial law claims pursuant to 28 U.S.C. § 1367, as those claims are part of the same case or controversy as the federal claims and arise from a common nucleus of operative facts.
11. Venue is proper in the District Court of the Virgin Islands, Division of St. Thomas and St. John, pursuant to 28 U.S.C. § 1391(b), because a substantial part of the events and omissions giving rise to the claims occurred in St. Thomas, U.S. Virgin Islands, including Plaintiff's employment at DLCA, the 2023 retaliatory suspension, the May 17, 2025 termination hearing, and the Union's breach of its duty of fair representation.
12. Plaintiff has complied with the notice requirements of the Virgin Islands Tort Claims Act, 33 V.I.C. § 3401 et seq., by filing a verified Tort Claim Notice executed on July 16, 2026, which was served upon the Governor and the Attorney General of the Virgin Islands on July 17, 2026.

GENERAL ALLEGATIONS

13. Plaintiff Chelston K. Richardson, at all relevant times, was a regular employee of the Government of the Virgin Islands, serving as an Enforcement Officer with the Department of Licensing and Consumer Affairs ("DLCA").
14. Plaintiff's employment was governed by a collective bargaining agreement ("CBA") between GVI and Defendant USW Local 8249.
15. Plaintiff was a "regular employee" within the meaning of 3 V.I.C. § 530(a)(2)(C), having been appointed to a position in the classified or career service, and was not on contract or probation. As a regular employee, Plaintiff could be dismissed, demoted, or suspended only for cause.

16. Defendants Department of Licensing and Consumer Affairs (“DLCA”) and the Government of the Virgin Islands (“GVI”) were the public employers of Plaintiff. “Government of the Virgin Islands” includes the executive, legislative, and judicial branches of the Government of the Virgin Islands, agencies and instrumentalities of the Government of the Virgin Islands, and Governing Boards and Commissions of the Government of the Virgin Islands, as defined in 33 V.I.C. § 3401. DLCA and GVI were Plaintiff’s employer under the CBA and were responsible for the acts of their officers, agents, and employees.

17. Defendant Nathalie Hodge is the current Commissioner of DLCA. She is sued in her official capacity as Commissioner for injunctive and equitable relief, and in her individual capacity for her role in presiding over the May 17, 2025 termination hearing, in which she permitted the participation of conflicted individuals, allowed the introduction of prohibited evidence regarding matters more than one year old, permitted the improper re-introduction of matters for which Plaintiff had already been disciplined, and relied upon false testimony regarding an altered Virgin Islands Police Department force review report, all in violation of the CBA and Plaintiff’s due process rights. Defendant Hodge recommended Plaintiff’s termination to the Governor of the Virgin Islands based on this fundamentally unfair proceeding. At all relevant times, Defendant Hodge acted under color of law, in her capacity as a government official, and within the scope of her authority.

18. Defendant Richard E. Evangelista is the former Commissioner of DLCA. He is sued in his individual capacity for his role in authorizing and supporting the 2023 two-week

suspension of Plaintiff without pay, without advance notice, without a hearing, and without an opportunity to present a defense, in retaliation for Plaintiff's whistleblowing activities, and for his role in the broader pattern of retaliation against Plaintiff. At all relevant times, Defendant Evangelista acted under color of law, in his capacity as a government official, and within the scope of his authority.

19. Defendant Wilbur Francis is the Director of Enforcement of DLCA. He is sued in his official capacity for injunctive and equitable relief, and in his individual capacity for his role in suspending Plaintiff without due process in 2023, for permitting and facilitating retaliation against Plaintiff by DLCA St. Thomas Division Enforcement Chief Darryl Donovan, for using provoked incidents as pretext for disciplinary writeups in retaliation for Plaintiff's whistleblowing and for suing Francis, and for participating in the May 17, 2025 termination hearing despite being a defendant in Plaintiff's 2023 Whistleblower Protection Act ("WPA") civil action (Superior Court of the Virgin Islands, *Richardson v. Evangelista et al.*, ST-2023-CV-00244), a respondent in grievances PA-047-24 and PA-041-25, and a person to whom Plaintiff had previously complained about the retaliation. At all relevant times, Defendant Francis acted under color of law, in his capacity as a government official, and within the scope of his authority.

20. Defendant USW Local 8249 is the labor organization certified by PERB as the exclusive representative of the collective bargaining unit that included Plaintiff. USW Local 8249 is the union that negotiated the CBA governing Plaintiff's employment and owed Plaintiff a duty of fair representation under 24 V.I.C. § 373. USW Local 8249 may sue and be sued as an entity under 24 V.I.C. § 383(b).

21. Defendant Vivianne Newton is the Director of the Internal Affairs Unit of the Virgin Islands Police Department. She is the individual who knowingly offered false testimony at the May 17, 2025 hearing about an altered 2024 VIPD force review report concerning an incident that occurred on October 22, 2022. Newton falsely testified to the accuracy of the altered report's fabricated conclusion that Officer Richardson's use of force had been improper and contrary to policy.
22. Until the retaliatory, pretextual discipline (alleged herein and in his pending grievances and WPA suit in the Superior Court of the Virgin Islands, *Richardson v. Evangelista et al.*, ST-2023-CV-00244) which began in 2023, leading up to his 2025 termination, Plaintiff Chelston K. Richardson was continuously a GVI employee since 2017 with a clean disciplinary record, who performed well in his duties and successfully completed his initial probationary period.
23. Plaintiff's employment was governed by the collective bargaining agreement ("CBA") between GVI and Defendant USW Local 8249. The CBA set forth the terms and conditions of Plaintiff's employment, including grievance procedures, disciplinary procedures, and protections against arbitrary or retaliatory discipline.
24. As a regular employee, Plaintiff possessed a property interest in his continued employment. Under 3 V.I.C. § 530(a)(1), before dismissal, demotion, or suspension, Richardson was entitled to a written statement of the charges against him and ten days to appeal the proposed action to the Public Employees Relations Board ("PERB"). The CBA provided additional procedural protections, including requirements that disciplinary proceedings be conducted by disinterested parties, that matters more than

one year old not be introduced, and that matters for which an employee had already been disciplined not be re-introduced.

25. In 2022 and 2023, Plaintiff blew the whistle by reporting to his chain of command the unlawful activities of DLCA St. Thomas Division Enforcement Chief Darryl Donovan. Donovan's corrupt actions included taking bribes from businesses subject to DLCA inspections and giving tip-offs to those businesses in advance of no-notice inspections, thereby undermining the enforcement mission of DLCA and compromising the integrity of the agency.

26. Plaintiff's whistleblowing activities were protected under the Virgin Islands Whistleblowers Protection Act, 10 V.I.C. §§ 121–123, which prohibits an employer from discharging, threatening, or otherwise discriminating against an employee because the employee reports a violation or suspected violation of law to a public body.

27. Immediately following Plaintiff's whistleblowing, Plaintiff became the target of retaliation by Chief Donovan and by persons in his chain of command up to and including former DLCA Commissioner Evangelista and current DLCA Commissioner Hodge, who had actual knowledge or reason to know of, and supported, enabled, or turned a blind eye to Donovan's corrupt activities.

28. Following a perfunctory “investigation” of Plaintiff’s whistleblowing, calculated to protect Donovan rather than to seek the truth, on or about July 17, 2023, Defendant Wilbur Francis, Director of Enforcement of DLCA, backed and supported by Defendant Richard E. Evangelista, then-Commissioner of DLCA, suspended Plaintiff for two weeks without pay.

29. The suspension was imposed without advance notice to Plaintiff, without a hearing, and without any opportunity for Plaintiff to present a defense. The false charge upon which the suspension was based was that Plaintiff was making false reports - i.e., that Plaintiff's whistleblowing reports about Donovan's corrupt activities were false.
30. The suspension was imposed in retaliation for Plaintiff's whistleblowing activities and in violation of the CBA, which required that disciplinary actions be preceded by notice and an opportunity to be heard. The suspension also violated 3 V.I.C. § 530(a)(1), which required that a regular employee be furnished with a written statement of charges before being suspended.
31. On July 31, 2023, Plaintiff filed a Whistleblower Protection Act ("WPA") Complaint in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, against Defendants Evangelista and Francis, in Civil No. ST-2023-CV-00244, seeking relief for the retaliatory suspension and hostile work environment.
32. In 2023, Defendant USW Local 8249, through its local representative Jerry Jackson, filed grievance PA-064-23 on Plaintiff's behalf, complaining of the hostile, retaliatory work environment that immediately followed Plaintiff's whistleblowing. Jackson labored under a direct conflict of interest because he represented both enforcement officers and supervisors, and Plaintiff's matter involved a dispute between an enforcement officer (Plaintiff) and a supervisor (Donovan). Despite his conflict and Plaintiff's expressed objection to his involvement due to the conflict, Jackson did not recuse himself.
33. The retaliation against Plaintiff worsened after the 2023 suspension and the filing of Plaintiff's grievance and WPA lawsuit.

34. In 2024, Defendant Wilbur Francis - himself a defendant in the WPA civil action - permitted DLCA St. Thomas Division Enforcement Chief Darryl Donovan to retaliate against Plaintiff for reporting Donovan's criminal activity and for suing Francis.
35. Donovan instigated petty incidents designed to provoke Plaintiff, and, with the assistance of Francis, used those incidents as a pretext for disciplinary writeups. These writeups were issued in retaliation for Plaintiff's whistleblowing on Donovan's criminal activity and in retaliation for Plaintiff suing Francis.
36. USW Local 8249 filed grievance PA-047-24 on Plaintiff's behalf for the unjust suspension imposed in 2023.
37. On May 17, 2025, GVI conducted a hearing regarding disciplinary action against Plaintiff that led to his termination. The hearing was fundamentally unfair and breached material provisions of the CBA in the following respects:
38. Participation by conflicted individuals. GVI permitted the participation in the hearing of persons who were not disinterested and who had prior knowledge of the matters to be considered. These persons included Wilbur Francis (who was himself a defendant in Plaintiff's pending WPA civil action and a respondent in grievance PA-047-24), DLCA Assistant Horace Graham, DLCA Counsel Geraldine Vaval, and Commissioner Nathalie Hodge. Plaintiff had previously complained to all of these individuals about the retaliation he was experiencing. The CBA required that disciplinary proceedings be conducted by disinterested parties; the participation of individuals to whom Plaintiff had complained, and who had a stake in the outcome, violated this requirement.

39. Introduction of stale matters. GVI introduced evidence regarding matters more than one year old, including a 2022 use-of-force incident. The CBA prohibited the introduction of matters more than one year old in disciplinary proceedings.
40. Re-introduction of previously-punished matters. GVI re-introduced the 2023 suspension as a basis for new discipline, even though Plaintiff had already been (retaliatorily) punished for the matters underlying that suspension. The CBA prohibited the re-introduction of matters for which an employee had previously been disciplined.
41. Presentation of false testimony regarding an altered report. GVI introduced surprise false testimony by VIPD Internal Affairs Unit Director Vivianne Newton regarding a force review report that she had caused to be altered. The introduction of false testimony and the concealment of the alteration of an official report violated the CBA's requirements for fair and honest proceedings and deprived Plaintiff of any meaningful opportunity to defend himself.
42. The May 17, 2025 hearing violated multiple material provisions of the CBA and deprived Plaintiff of his right to a fair proceeding before an impartial decision-maker.
43. After the May 17, 2025 hearing—at which conflicted individuals participated, stale matters were introduced, previously punished matters were re-introduced, and false testimony about an altered report was presented, all in violation of the CBA and in deprivation of due process - Defendant Commissioner Nathalie Hodge recommended Plaintiff's termination from employment to Governor Albert Bryan Jr.
44. On or about June 1, 2025, acting on Defendant Hodge's recommendation, Governor Bryan terminated Plaintiff's employment.

45. On June 3, 2025, Plaintiff filed a Petition for Writ of Review of the DLCA decision leading to his termination in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, as *Richardson v. Hodge*, ST-2025-CV-00204, which matter is pending.
46. USW Local 8249 filed grievance PA-041-25 on Plaintiff's behalf for the wrongful termination.
47. Between 2023 and 2026, Defendant USW Local 8249 breached its duty of fair representation under 24 V.I.C. § 373 by failing to advance any of Plaintiff's three pending grievances: PA-064-23, PA-047-24, and PA-041-25.
48. Throughout this period, the Union falsely informed Plaintiff that it was awaiting assignment of arbitrators from PERB before the grievances could advance. Union representatives, including Jerry Jackson, told Plaintiff that because of a manpower shortage, it would take time to obtain PERB arbitrators, and that it would be an even longer wait before arbitration could be scheduled.
49. As Plaintiff discovered on April 22, 2026, PERB had promptly provided lists of arbitrators to both the Union and GVI's Office of Collective Bargaining ("OCB") for each of Plaintiff's pending grievances, on the following dates:
- Grievance PA-064-23: September 29, 2023
 - Grievance PA-047-24: March 6, 2024
 - Grievance PA-041-25: June 12, 2025.
50. Despite having received these arbitrator lists, the Union took no action to advance any of Plaintiff's grievances to arbitration for years. The Union's failure to act, combined with its affirmative misrepresentations to Plaintiff about the status of the arbitrator assignments,

constituted arbitrary, discriminatory, and bad faith conduct that breached the Union's duty of fair representation and extinguished Plaintiff's right to have his grievances resolved through the contractual arbitration process.

51. The Union's breach of duty was further compounded by the conflict of interest inherent in Jerry Jackson's representation of both enforcement officers and supervisors. Plaintiff's grievances involved disputes between an enforcement officer (Plaintiff) and his supervisor Donovan, creating a structural conflict that the Union failed to address or resolve, in further breach of its duty of fair representation.

52. On April 22, 2026, at approximately 12:00 noon, Plaintiff spoke by telephone with Ms. Linda Ravaviere at PERB, who informed him that both Jerry Jackson of USW Local 8249 and Attorney Chapman of GVI's Office of Collective Bargaining had been promptly provided lists of arbitrators for each of the pending grievances on the dates set forth in Paragraph 49 above.

53. On April 22, 2026, Plaintiff first had reason to know that the Union's representations about awaiting arbitrator assignments were false. Until April 22, 2026, Plaintiff reasonably relied on the Union's representations and believed that all his grievances were being diligently pursued, subject only to PERB's administrative delay in assigning arbitrators.

54. On July 16, 2026, Plaintiff executed and filed a verified Tort Claim Notice pursuant to 33 V.I.C. § 3401 et seq., setting forth the acts and omissions giving rise to his claims, the nature of his claims, the GVI officers against whom the claims are filed, the damages claimed, and the injunctive relief sought.

55. The Tort Claim Notice was served upon the Governor of the Virgin Islands and the Attorney General of the Virgin Islands, as required by the Virgin Islands Tort Claims Act and the Virgin Islands Rules of Civil Procedure, on July 17, 2026.

56. The damages claimed in the Tort Claim Notice include: lost wages from the 2023 suspension (\$2,000.00); back pay from the termination (\$52,000.00); front pay (\$795,000.00); restitution of costs (\$405.00); and restitution of attorney's fees (\$339,600.00), for a total of \$1,189,005.00. Plaintiff also seeks reinstatement as injunctive relief and reserves the right to revise upward the amounts of damages claimed due to their increase with the passage of time, and to seek additional injunctive relief.

COUNT I - HYBRID CLAIM UNDER PELRA (BREACH OF CBA BY EMPLOYER AND BREACH OF DUTY OF FAIR REPRESENTATION BY UNION) (As to All Defendants except Vivianne Newton, in both their official (where applicable) and individual capacities)

57. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

58. This Count is brought as a "hybrid" claim under the Public Employees Labor Relations Act ("PELRA"), 24 V.I.C. §§ 361–383, pursuant to 24 V.I.C. § 383, which provides that suits for violation of contracts between a public employer and an exclusive representative may be brought in the Federal District Court. The Third Circuit has recognized that a public employee – who is an intended beneficiary of a CBA - may bring a hybrid claim under PELRA § 383 against both the government employer for breach of the CBA and the union for breach of the duty of fair representation.

59. Breach of CBA by GVI. Defendant GVI, by and through its officers and agents, breached material provisions of the CBA in the following respects:

a. In 2023, GVI breached the CBA when Defendant Wilbur Francis, backed by Defendant Evangelista, suspended Plaintiff for two weeks without pay without advance notice, without a hearing, and without an opportunity to present a defense, in violation of the CBA's procedural protections.

b. In 2024, GVI breached the CBA when Defendant Francis permitted DLCA St. Thomas Division Enforcement Chief Darryl Donovan to retaliate against Plaintiff, and when Francis used provoked incidents as pretext for disciplinary writeups, in violation of the CBA's protections against arbitrary and retaliatory discipline.

c. On May 17, 2025, GVI breached the CBA by conducting a fundamentally unfair termination hearing in which: (i) conflicted individuals with prior knowledge of the matters to be considered were permitted to participate, including Wilbur Francis, Horace Graham, Geraldine Vaval, and Commissioner Nathalie Hodge; (ii) evidence regarding matters more than one year old (a 2022 use-of-force incident) was introduced; (iii) matters for which Plaintiff had already been disciplined (the 2023 suspension) were re-introduced; and (iv) surprise false testimony regarding an altered force review report was presented by VIPD Internal Affairs Director Vivian Newton.

d. Based on this fundamentally unfair hearing, Defendant Hodge recommended Plaintiff's termination to the Governor, who acted on that recommendation. Plaintiff's termination was the direct result of GVI's multiple breaches of the CBA.

60. Breach of Duty of Fair Representation by USW Local 8249. Defendant USW Local 8249 breached its duty of fair representation under 24 V.I.C. § 373 in the following respects:

a. Under 24 V.I.C. § 373(b), the Union, as exclusive representative, was required to "fairly represent the interests of all employees of the bargaining unit without invidious discrimination." Under 24 V.I.C. § 373(c), the Union was required to "be present at any conference or hearing involving a member of the unit in which a grievance is being aired and protect the interests of the unit against adjustments that may infringe upon the terms of the agreement."

b. The Union breached this duty by failing to advance any of Plaintiff's three pending grievances (PA-064-23, PA-047-24, and PA-041-25) to arbitration, despite having received arbitrator lists from PERB in a timely manner on September 29, 2023, March 6, 2024, and June 12, 2025, respectively.

c. The Union breached this duty by affirmatively and repeatedly deceiving Plaintiff from 2023 through 2026 by falsely representing that it was awaiting PERB's assignment of arbitrators, when in fact the Union had already received the arbitrator lists. Plaintiff reasonably relied on the Union's false representations to his detriment. Such deception constitutes bad faith and dishonest conduct.

d. The Union breached this duty by allowing Jerry Jackson, who represented both enforcement officers and supervisors, to handle Plaintiff's grievances, despite the direct conflict of interest arising from the fact that Plaintiff's disputes included his supervisor Chief Donovan.

e. The Union's conduct was arbitrary, discriminatory, and in bad faith, as it completely extinguished Plaintiff's right to have his grievances determined on their merits through the contractual arbitration process. The Union's failure to take the basic step of

advancing grievances to arbitration, combined with years of deception, constitutes perfunctory and egregious conduct that breached the duty of fair representation.

61. Causal Nexus to Plaintiff's damages. The Union's breach of its duty of fair representation played a direct and substantial role in Plaintiff's failure to exhaust the contractual remedies provided by the CBA. Had the Union faithfully represented Plaintiff and advanced his grievances to arbitration, the CBA violations by GVI - including the procedural violations at the May 17, 2025 hearing and the retaliatory suspension in 2023 - would have been addressed through the grievance and arbitration process. The Union's deception prevented Plaintiff from knowing that other remedies were available to him and from pursuing them.

62. Plaintiff's hybrid claims against DLCA and GVI for breach of the CBA and against the Union for breach of the duty of fair representation are inextricably linked. Plaintiff, as an intended beneficiary of the CBA, is entitled to recover damages and receive injunctive relief including reinstatement with restoration of benefits and seniority, for GVI's actions in violation of the CBA and for the Union's breach of its duty of fair representation.

63. As a direct and proximate result of the combined breaches by GVI and the Union, Plaintiff has suffered damages including lost wages, back pay, front pay, and the loss of his career, as more fully described in the Prayer for Relief.

64. The applicable statute of limitations for this hybrid claim is the general Virgin Islands statute of limitations, which provides a two-year period under 5 V.I.C. § 31(5)(B), running from the date Plaintiff discovered the Union's breach on April 22, 2026. Plaintiff's

discovery of the Union's deception on April 22, 2026, equitably tolled the limitations period. This Verified Complaint is therefore timely filed.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants GVI and USW Local 8249, jointly and severally, on Count I, and grant the monetary and injunctive relief set forth in the Prayer for Relief herein.

COUNT II — WRONGFUL TERMINATION (As to Defendants GVI, Hodge, Evangelista, Francis, and Newton, in their official (where applicable) and individual capacities)

65. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

66. Plaintiff was a regular employee of GVI, serving as an Enforcement Officer with DLCA. As a regular employee within the meaning of 3 V.I.C. § 530(a)(2)(C), Plaintiff could be dismissed only for cause, and was entitled to the procedural protections of 3 V.I.C. § 530 and the CBA before any dismissal, demotion, or suspension.

67. Plaintiff's termination from employment was wrongful because it was:

- a. Without just cause. Plaintiff was terminated based on false charges that he was making false reports, when in fact Plaintiff's whistleblowing reports about the corrupt activities of Enforcement Chief Darryl Donovan were true. Plaintiff's termination was not supported by just cause.
- b. Retaliatory. Plaintiff was terminated in retaliation for his protected whistleblowing activities under 10 V.I.C. §§ 122–123, having reported the unlawful activities of Donovan to his chain of command. Plaintiff was further terminated in retaliation for filing the WPA Complaint against Evangelista and Francis.

c. Procured through a fundamentally unfair hearing. The May 17, 2025 hearing that led to Plaintiff's termination was conducted in violation of the CBA and deprived Plaintiff of a fair proceeding, as detailed in Paragraphs 33–38 above.

d. Based on procedurally defective proceedings. GVI failed to comply with the procedural requirements of 3 V.I.C. § 530(a)(1), which required that before dismissing a regular employee, the head officer shall furnish the employee with a written statement of the charges and provide ten days to appeal to PERB.

68. Defendant Hodge, as Commissioner of DLCA, recommended Plaintiff's termination to the Governor based on the fundamentally unfair May 17, 2025 hearing, at which she presided and permitted the CBA violations and due process deprivations described above.

69. Defendant Evangelista, as former Commissioner, initiated the pattern of retaliation by supporting the 2023 suspension without due process, which formed part of the basis for the retaliatory termination.

70. Defendant Francis, as Director of Enforcement, participated in the 2023 suspension, permitted and facilitated the retaliation by Donovan starting in 2023, and participated in the May 17, 2025 termination hearing despite being a named defendant in the pending WPA civil action and a person to whom Plaintiff had complained about the retaliation.

71. Defendant Newton, as Director of the VIPD Internal Affairs Unit, knowingly presented false testimony at the May 17, 2025 termination hearing regarding an altered 2024 VIPD force review report concerning an incident that occurred on October 22, 2022

72. As a direct and proximate result of the defendants' actions which caused his wrongful termination, Plaintiff has suffered damages including back pay, front pay, loss of benefits, loss of professional reputation, and emotional distress, as more fully described in the Prayer for Relief.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants GVI, Hodge, Evangelista, and Francis on Count II, and grant the relief set forth in the Prayer for Relief herein.

COUNT III — UNFAIR LABOR PRACTICE BY EMPLOYER (As to Defendants GVI, Hodge, Evangelista, and Francis in their official (where applicable) and individual capacities)

73. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

74. Under the Public Employees Labor Relations Act, 24 V.I.C. §§ 361–383, public employees have the right to engage in lawful, concerted activities to enhance their collective bargaining position and promote their mutual well-being and protection, without interference, restraint, or coercion. 24 V.I.C. § 363(c). Under 24 V.I.C. § 373(b), the exclusive representative must "fairly represent the interests of all employees of the bargaining unit without invidious discrimination."

75. Under 24 V.I.C. § 65, it is an unfair labor practice for an employer to: (1) discourage or otherwise discriminate against an employee because he has filed charges or given testimony under the provisions of the chapter; (2) refuse to discuss grievances with representatives of employees; and (3) do any acts which restrain, coerce, or interfere with employees in the exercise of their rights.

76. Defendant GVI, by and through the actions alleged herein of its officers and agents, committed (1), (2), and (3), all unfair labor practices, against Plaintiff.

77. These unfair labor practices by GVI were willful, deliberate, and in bad faith, and were designed to punish Plaintiff for exposing corruption at DLCA and for seeking to enforce his contractual and statutory rights.

78. As a direct and proximate result of GVI's unfair labor practices, Plaintiff has suffered damages including lost wages, back pay, front pay, loss of benefits, and loss of his career, as more fully described in the Prayer for Relief.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants GVI, Hodge, Evangelista, and Francis on Count III, and grant the relief set forth in the Prayer for Relief herein.

COUNT IV — UNFAIR LABOR PRACTICE BY UNION (As to Defendant USW Local 8249)

79. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

80. Under 24 V.I.C. § 373(b), the labor organization certified as the exclusive representative of a bargaining unit has a statutory duty to "fairly represent the interests of all employees of the bargaining unit without invidious discrimination." Under 24 V.I.C. § 373(c), the exclusive representative has a duty to "be present at any conference or hearing involving a member of the unit in which a grievance is being aired and protect the interests of the unit against adjustments that may infringe upon the terms of the agreement then in effect between the employer and the exclusive representative."

81. PELRA imposed a duty on USW Local 8249 of fair representation of Plaintiff.

82. The conduct of Defendant USW Local 8249 was arbitrary, discriminatory, and in bad faith, such that USW Local 8249 committed an unfair labor practice and breached its duty of fair representation of Plaintiff in the following respects:

a. Failure to advance grievances. The Union failed to advance any of Plaintiff's three pending grievances (PA-064-23, PA-047-24, and PA-041-25) to arbitration, despite having received timely arbitrator lists from PERB on September 29, 2023, March 6, 2024, and June 12, 2025, respectively. The Union's unexplained failure to process Plaintiff's grievances over a period of years, when the Union was the exclusive agent for Plaintiff in the grievance process, constituted arbitrary and perfunctory conduct that breached the Union's duty of fair representation and extinguished Plaintiff's right to have his grievances determined on their merits.

b. Deception and bad faith. From 2023 through 2026, the Union falsely and repeatedly informed Plaintiff that it was awaiting PERB's assignment of arbitrators before the grievances could advance, when in fact the Union had already received the arbitrator lists. The Union's affirmative misrepresentations and deception constituted bad faith, dishonest conduct, and fraud upon a member of the bargaining unit.

c. Conflict of interest. The Union assigned Jerry Jackson, who represented both enforcement officers and supervisors, to handle Plaintiff's grievances. Jackson's representation of both sides of the disputes in which Plaintiff was involved created a structural conflict of interest that the Union failed to address. Plaintiff's grievances involved matters between an enforcement officer (Plaintiff) and a supervisor (Donovan),

and the Union's failure to manage this conflict constituted invidious discrimination in the handling of Plaintiff's representation, in violation of 24 V.I.C. § 373(b).

d. Failure to investigate. The Union failed to conduct even a minimal investigation of Plaintiff's grievances, including the failure to ascertain the status of arbitrator assignments from PERB, the failure to review the CBA provisions bearing on Plaintiff's case, and the failure to protect Plaintiff's interests at the May 17, 2025 hearing, in violation of 24 V.I.C. § 373(c).

e. Perfunctory handling. The Union's handling of Plaintiff's grievances was perfunctory in the extreme. Given that the penalty imposed upon Plaintiff was termination of his employment, with loss of all salary, benefits, and career prospects, Plaintiff's interest in pursuing his right to arbitration was compelling. The Union's failure to take the basic ministerial step of advancing grievances to arbitration after receiving arbitrator lists constitutes arbitrary and perfunctory conduct that amounts to a breach of the duty of fair representation.

83. The Union's breach of its duty of fair representation was arbitrary, discriminatory, and in bad faith, and was a direct and proximate cause of Plaintiff's inability to enforce his rights under the CBA, resulting in the loss of his career, wages, and professional reputation.

84. As a direct and proximate result of the Union's unfair labor practice and breach of duty, Plaintiff has suffered damages including the loss of his contractual remedies, back pay, front pay, and loss of his career, as more fully described in the Prayer for Relief.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant USW Local 8249 on Count IV, and grant the relief set forth in the Prayer for Relief herein.

COUNT V — CIVIL RIGHTS DEPRIVATION OF DUE PROCESS UNDER COLOR OF LAW IN VIOLATION OF 42 U.S.C. § 1983 (As to Defendants Hodge, Evangelista, Francis, and Newton in their individual (where applicable) and official capacities)

85. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

86. This Count is brought pursuant to 42 U.S.C. § 1983, which provides that every person who, under color of any statute, ordinance, regulation, custom, or usage of any State or Territory, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

87. The Due Process Clause of the Fifth and Fourteenth Amendments to the United States Constitution, applicable to the Virgin Islands through Section 3 of the Revised Organic Act of 1954, provides that no person shall be deprived of life, liberty, or property without due process of law.

88. Property interest in employment. As a regular employee of GVI within the meaning of 3 V.I.C. § 530(a)(2)(C), Plaintiff possessed a constitutionally-protected property interest in his continued employment.

89. Due process requirements. Prior to termination, an employee with a property interest in his employment is entitled, at a minimum, to notice of the charges against him, an

explanation of the employer's evidence, and an opportunity to present his side of the story.

90. In 2023, Defendants Francis and Evangelista, acting under color of law and in their capacities as government officials, suspended Plaintiff for two weeks without pay without advance notice, without a hearing, and without an opportunity to present a defense. This suspension deprived Plaintiff of his property interest in his employment without due process of law, in violation of the Fifth and Fourteenth Amendments as applied to the Virgin Islands through the Revised Organic Act.

91. The May 17, 2025 hearing that led to Plaintiff's termination was conducted in a manner that deprived Plaintiff of due process of law in the following respects:

a. Biased decision-maker. Defendant Hodge, who recommended Plaintiff's termination, was not a disinterested decision-maker. She was among the persons to whom Plaintiff had previously complained about the retaliation. In January, 2025, she put Plaintiff on administrative leave, and informed him she would recommend his termination to the Governor. Hodge's decision about Plaintiff was already made, and her May 17, 2025 hearing had a predetermined outcome. Hodge permitted the participation of other conflicted individuals, including Defendant Francis as the DLCA representative at the hearing, who was a defendant in Plaintiff's WPA civil action and a respondent in grievance PA-047-24, Attorney Geraldine Vaval, to whom Plaintiff had previously directly brought his complaints directly. Due process requires a fair hearing before an impartial decision-maker.

b. No meaningful opportunity to be heard. The hearing did not provide Plaintiff with a meaningful opportunity to present his side of the story, because the proceedings were infected with procedural irregularities—including the introduction of stale matters, the re-introduction of previously punished matters, and the presentation of false testimony about an altered report—that undermined the fundamental fairness of the proceeding.

c. Lack of notice of the true charges. Plaintiff was not given adequate notice of the matters that would be considered at the hearing, as evidenced by the introduction of surprise false testimony regarding an altered force review report and the re-introduction of the 2023 suspension, for which Plaintiff had already been (retaliatorily) punished.

d. Failure to comply with statutory procedures. GVI failed to comply with the procedural requirements of 3 V.I.C. § 530(a)(1), which required that Plaintiff be furnished with a written statement of the charges and given ten days to appeal to PERB before any dismissal.

92. Defendants Hodge, Evangelista, and Francis, at all relevant times, acted under color of law, in their capacities as government officials, and within the scope of their authority. Their actions - suspension without due process, facilitation of retaliation, and presiding over and participating in a fundamentally unfair termination hearing - constituted willful deprivation of Plaintiff's constitutional right to due process of law.

93. The individual-capacity claims against Defendants Hodge, Evangelista, Francis, and Newton are brought against them personally, for actions taken by them under color of law that violated Plaintiff's clearly established constitutional rights. These rights - including the right to notice and a hearing before suspension, demotion or termination,

and the right to a fair hearing before an impartial decision-maker - were clearly established at the time of the violations, such that a reasonable official would have known that the conduct complained of was unconstitutional.

94. As a direct and proximate result of the Defendants' deprivation of his constitutional rights, Plaintiff has suffered damages including loss of employment, lost wages, back pay, front pay, loss of benefits, loss of professional reputation, and emotional distress, as more fully described in the Prayer for Relief.

95. Plaintiff is further entitled to injunctive relief, including reinstatement to his position, as well as restoration of all employment benefits, privileges and seniority.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendants GVI, Hodge, Evangelista, and Francis on Count V, and grant the relief set forth in the Prayer for Relief herein.

COUNT VI: DEPRIVATION OF DUE PROCESS UNDER 42 U.S.C. § 1983 (FALSE TESTIMONY REGARDING AN ALTERED FORCE REVIEW REPORT, as to Defendant Newton in her individual capacity)

96. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

97. At all times relevant to this Count, plaintiff was a DLCA enforcement officer and a regular employee of the Government of the United States Virgin Islands, with a constitutionally protected property interest in continued his continued employment.

98. At all times relevant to this Count, defendant Vivianne Newton was the Director of the Internal Affairs Unit of the Virgin Islands Police Department.

99. At all such times, Newton acted under color of the statutes, ordinances, regulations, customs, and usages of the Territory of the United States Virgin Islands in the performance of her official duties.

100. Well in advance of the DLCA May 17, 2025 hearing, a Force Review Report had been prepared by a VIPD force review board for review of a VIPD officer's use of force in an incident that occurred on October 22, 2022.

101. No force review board conducted a review of Plaintiff's actions in that incident.

102. The Report was an official record of VIPD, an agency of the Government of the United States Virgin Islands.

103. As originally prepared, the Report named the VIPD officer only.

104. Prior to the DLCA hearing on May 17, 2025, Vivianne Newton altered the Report or otherwise caused the report to be altered by adding Plaintiff's name and inserting a false conclusion that Plaintiff's use of force was improper.

105. The conclusion of the altered report was a fabrication, and was not the true conclusion of any force review board.

106. On May 17, 2025, Vivianne Newton gave testimony about the altered report at the DLCA hearing.

107. At the time she gave the testimony described in paragraph 21 above, Vivianne Newton knew that said testimony was false, in that she was present when the report alterations were made or directed that the alterations be made. Newton knowingly and deliberately provided false testimony to the DLCA tribunal. Her false testimony constituted fabricated evidence knowingly and intentionally presented to the administrative decision-making

body, and was cited by Hodge as one of the primary reasons to support her recommendation to the Governor that Plaintiff be terminated from employment.

108. The false testimony of Vivianne Newton was thus material to the proceeding before the May 17, 2025 DLCA proceedings, and affected their outcome.

109. The false testimony of Vivianne Newton was a proximate cause of the deprivation of the plaintiff's interest in his continued employment. Plaintiff was deprived of his clearly established right of due process, when DLCA relied on Newton's false testimony in reaching its decision to recommend Plaintiff's termination, which resulted in the plaintiff's loss of employment as a DLCA enforcement officer.

110. As a direct and proximate result of Vivianne Newton's deprivation of plaintiff's rights of due process under the Fifth and Fourteenth Amendment to the United States Constitution, the plaintiff has suffered loss of employment, loss of career, loss of income, loss of professional reputation, loss of capacity to earn income, emotional distress, and other compensable injuries, all in an amount to be proven at trial.

WHEREFORE plaintiff Chelston K. Richardson seeks judgment against defendant VIVIANNE NEWTON in COUNT VI, in her individual capacity, as follows: Compensatory damages; Punitive damages; Reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988; Such other and further relief as the Court deems just and proper.

WHEREFORE, Plaintiff Chelston K. Richardson respectfully requests that this Court enter judgment in his favor and against Defendants Government of the Virgin Islands, Nathalie Hodge, Richard E. Evangelista, Wilbur Francis, and USW Local 8249, jointly and severally, and grant the following relief:

A. Compensatory Damages:

1. Lost wages from the 2023 suspension;
2. Back pay from the wrongful termination (subject to increase due to passage of time);
3. Front pay;
4. Restitution of costs;
5. Damages for emotional distress and loss of professional reputation, and loss of career/livelihood;

All in amounts to be determined at trial;

B. Injunctive and Equitable Relief:

1. Reinstatement of Plaintiff to his former position as Enforcement Officer with DLCA, with full restoration of all seniority, benefits, and privileges;
2. Such other and further injunctive relief as the Court deems just and proper to prevent further retaliation against Plaintiff.

C. Punitive Damages:

1. Punitive damages against Defendants Hodge, Evangelista, Francis, and Newton, in their individual capacities, for their willful, deliberate, and bad faith deprivation of Plaintiff's constitutional and statutory rights, in amounts to be determined at trial;

D. Attorney's Fees and Costs:

1. Reasonable attorney's fees and costs incurred in this action, as authorized by 42 U.S.C. § 1988 and other applicable law;
2. Pre-judgment and post-judgment interest as provided by law; and

E. Such other and further relief as this Court deems just and proper.

October 16, 2026

Respectfully submitted,

FLAG LAW VI

s/ Peter J. Lynch

Peter J. Lynch, Esq.

5753 Highway 85 N

Crestview, FL 32536

(340) 776-7801 o

(340) 201-5955 c

pete@flaglawvi.com

VERIFICATION

I, Chelston K. Richardson, Plaintiff in the above-captioned action, hereby swear, under penalties of perjury, that I have reviewed the factual allegations and the legal claims made herein, and that they are true and correct to the best of my knowledge and recollection.



CHELSTON K. RICHARDSON
Plaintiff

Before me this the 16th day of October, 2026, appeared Chelston K. Richardson, who executed the foregoing in my presence and, having been sworn, averred that its contents are true.



Notary Public

Rubylette A. Lanns-Griffin
Notary Public
NP-824-25
My Commission Expires: January 7 2029
St Thomas/St. John, U S Virgin Islands

