

FILED

October 16, 2026 02:06 PM

ST-2025-CV-00244

TAMARA CHARLES

CLERK OF THE COURT

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

Kirrye' Majors and
Robert Sargent

Plaintiffs

ST-2025-CV-00244

v.

Brett McClafferty¹ and
Social Hospitality Group, Inc.
Defendants.

Bench Trial Demanded

JUDGMENT

FINDINGS OF FACT AND CONCLUSIONS OF LAW

THIS MATTER came before the Court for a bench trial on August 17, 2026. Plaintiffs, Kirrye' Majors ("Majors") and Robert Sargent ("Sargent") appeared and were represented by Michael L. Sheesley, Esquire. Defendant Social Hospitality Group, Inc. ("Social") appeared by representative, Mr. Sunil Sharma ("Sharma") and represented by Christopher A. Kroblin, Esquire. All parties, by agreement, appeared by Zoom.

FACTUAL AND PROCEDURAL BACKGROUND

The Parties came before the Court for a Bench Trial on August 17, 2026. At the trial, both Majors and Sargent testified, as did Sharma, Partner and Vice President of Defendant Social. Several exhibits, which included, Majors' employment contract; communications between Majors and Brett McClafferty ("McClafferty") concerning the missed payment of wages; communications between Majors, McClafferty, and Defendant Social's accountant concerning the outstanding amount owed; a check written to Majors for a partial amount of the outstanding wages; and communications between McClafferty and Sargent were entered into evidence.

¹ On November 7, 2025, Defendant, Brett McClafferty, filed a petition for bankruptcy in the U.S. Bankruptcy Court for the District of Delaware, Case #25-11982. After a Suggestion of Bankruptcy, filed December 5, 2025, this Court imposed a stay at to Defendant McClafferty on January 7, 2026. Therefore, this judgment, as Plaintiffs admit, seeks relief, currently, only against Defendant Social Hospitality.

Majors and Defendant Social signed a contract on March 9, 2024, for Majors to work as a Bar Manager and Corporate Mixologist at St. Thomas Social, a restaurant owned by McClafferty and Sharma. The contract provides that Majors would receive a salary of fifty thousand dollars (\$50,000) per year, paid out biweekly. Due to a reduction in customers during the hurricane season, Defendant Social closed from September 16 to October 20, 2024. Majors returned to work on October 18, 2024. When Majors did not receive a payment, she reached out to McClafferty, who confirmed on October 15, 2024, that he sent the requested payment.²

On October 23, 2024, Majors received a check from Defendant Social; although shortly after she deposited it, the check bounced.³ On November 9, 2024, Sargent contacted McClafferty on Facebook Messenger asking him to pay Majors her outstanding wages. McClafferty responded with violent and profane personal threats to Sargent.⁴ On November 24, 2024, Defendant Social's accountant sent a message to Majors and McClafferty providing the outstanding amount owed to Majors, a total of three thousand six hundred eighty-eight dollars and ninety-eight cents (\$3,688.98), to which McClafferty responded that he would process that information in the morning.⁵ Payment was never made to Majors.

On May 29, 2025, Majors filed her complaint against Defendants in Small Claims Court, docketed as ST-2025-SM-00095, alleging unpaid wages. On June 25, 2025, Defendants filed a motion to have the case removed to this Court, as they wished to exercise their right to have counsel. The motion was granted on June 27, 2025, and Magistrate Judge Norkaitis ordered that

² Plaintiffs' Exh. 1, p 2.

³ *Id.* p. 3.

⁴ Plaintiffs' Exh. 2, pp. 6-8

⁵ Plaintiffs' Exh. 1. p. 4.

Defendants file an answer within fourteen (14) days. Plaintiffs' First Amended Complaint was filed on September 29, 2025, in which Sargent was added as a Plaintiff. In the First Amended Complaint, Plaintiffs alleged Breach of Contract, Fraudulent Misrepresentation, Breach of Covenant of Good Faith and Fair Dealing, two (2) counts of Intentional Infliction of Emotional Distress, and Participating Agent Liability against McClafferty, individually. In addition, Majors and Sargent requested compensatory damages, incidental damages, punitive damages, interest, and attorney's fees.

On January 8, 2026, an Order staying this matter as to McClafferty was entered in accordance with Title 11 U.S.C. § 362, after McClafferty filed a Chapter 13 bankruptcy petition. On January 9, 2026, Defendant Social filed its Answer to the Complaint, in which Defendant Social alleged the following affirmative defenses: (1) insufficient service of process; (2) failure to state a claim upon which relief can be granted, and (3) the Complaint is barred in whole or in part by the comparative negligence of Plaintiffs.

FINDINGS OF FACT

1. Majors is an adult resident of the U.S. Virgin Islands and was employed by Defendant Social as a Bar Manager & Corporate Mixologist pursuant to an employment contract. (Def. Ex 1)
2. Sargent is an adult resident of the U.S. Virgin Islands and is Majors' significant other.
3. Defendant Social is a Virgin Islands corporation that operates the restaurant known as St. Thomas Social. (Answer ¶3; Contract (Def. Ex 1)
4. McClafferty is the President, and a fifty-percent shareholder of Defendant Social; and Sharma is its Vice President and fifty-percent shareholder.

5. On March 9, 2024, Defendant Social and Majors executed a written Employment Contract for full-time employment with a commencement date of February 19, 2024. McClafferty signed the Contract on behalf of Defendant Social as President. (Def. Ex 1)
6. The Contract provides that Majors' compensation "will include a salary of \$50,000.00 (dollars) per year," "payable every two weeks." (Contract ¶¶7–8)
7. There is no language in the contract indicating Majors' salary is not to be paid during seasonal closures.
8. The Contract is at-will and terminable by either party "at any time with or without notice, and with or without cause," and requires Defendant Social, upon any termination, to "forthwith pay to the Employee any outstanding portion of the compensation including any accrued vacation and banked time, if any, calculated to the Termination Date." (Contract ¶¶40–41)
9. On October 15, 2024, McClafferty personally sent Majors a screenshot of a wire payment from Mercury Checking to prove that a wire transfer of \$1,596.82 was sent to Majors. The screenshot contained the following information indicating it was sent by Brett M. on October 15, 2024, at 4:02PM, and Majors should have received the money by October 17, 2024. (Pl Ex 1, MAJORS 000001)
10. Majors never received the \$1,596.82 wire transfer; and Defendant Social never refuted the fact that Majors did not in fact receive the wire payment.
11. Defendant Social also issued Majors a Wells Fargo check, no. 51013, dated October 29, 2024, in the amount of \$1,516.82, and signed by Sharma. (Pl. Ex. 1, MAJORS 000003)

12. Majors never received the funds from this check, and Defendant Social never presented evidence that the check was cashed and that Majors received the money intended by the check. The Court finds that the check was never intended to be paid when issued and was not paid.
13. On November 23, 2024, McClafferty contacted Defendant Social's accountant Cristina requesting the total amount owed Majors, so that "he could get this off his plate."
14. On November 24, 2024, Defendant Social's accountant, CL Management (Kristina⁶), confirmed that Majors was owed \$3,688.98 and provided, by text message, a breakdown of the monies owed to Majors, as follows: \$1,581.82 for October 11; \$1,581.82 for October 25; and \$525.34 for November 8 — totaling \$3,688.98. (Pl. Ex. 1, MAJORS 000004)
15. Defendant Social never paid Majors the \$3,688.98 owed despite Cristina confirming the amount owed and McClafferty confirming he received the information and wanting to "get this off his plate."
16. Defendant Social presented no evidence that Majors was not owed or entitled to the \$3,688.98.
17. As a result of not receiving the money owed, Majors' bank account went into the negative. Majors testified that she felt stressed not having received the money because she was dependent on her partner's income. Majors also testified that she felt taken advantage of and lied to.
18. Defendant Social's withholding of wages and fabrication of payment caused Majors emotional distress.

⁶ In the text message exchange, Social's bookkeeper's name is spelled as Cristina and Kristina.

19. On November 9, 2024, Sargent initiated a message to McClafferty about the wages Defendant Social owed Majors. In those messages, Sargent demanded that McClafferty “pay my girl on the agreed upon payment! Not only has she not got the agreed upon payment for her work, her account is in the negative because of your bad business practices! MAN UP AND STOP BEING A PIECE OF SH*T!” (Pl. Ex. 2, MAJORS 000006)
20. McClafferty responded, the next day, by saying “You want to say something to me Bobby? I’ll meet you any place, any time, any where, and I’ll rip your ugly cuck face off your skull. Keeping f**king with me and I promise you’ll find out. I’m not Sunil. You have no idea you your f**king with. Keep it up. I got something for you loser.” McClafferty then calls Sargent a “F*ggot.” (Pl. Ex 2, MAJORS 000006–000007)⁷
21. The message exchange, however, did not end there; Sargent messaged back that “cocaine is a powerful drug.” To which McClafferty responds, “you’re a coward and a homosexual. Which is why you’re ok with your woman f**king other men in your relationship. You’re a cuck. And all ‘cuckholding’^[8] is rooting in homosexuality. You

⁷ See generally *King v. Burris*, 588 F. Supp. 1152, 1158 n.10 (D. Colo. 1984) (“[O]ne use of both terms predominates in American culture, and this court will follow that interpretation. ‘[T]he sole occasion upon which the word “fag” is commonly used in the United States, in the form of a noun and to connote an adult human being, is with reference to a homosexual. To suggest otherwise serves only to further test the gullibility of the credulous and require this court to espouse a naivete unwarranted under the circumstances.’” (quoting *Moricoli v. Schwartz*, 361 N.E.2d 74, 76 (Ill. App. 1977))); *Davis v. Contractors Ass’n of E. Pennsylvania*, No. CV 25-1070, 2025 WL 2250262, at *3 (E.D. Pa. Aug. 6, 2025) (unpublished) (“[T]here is no question that the term “faggot” is offensive and derogatory, and used to abuse and disparage gay people.” (citing *Angelis v. Philadelphia Hous. Auth.*, 2024 WL 643142, at *8 (E.D. Pa. Feb. 15, 2024))); *Hawkins v. City of Philadelphia*, 571 F. Supp. 3d 455, 462 n.4 (E.D. Pa. 2021) (“‘[F]aggot’ . . . an extremely offensive slur to refer to [a] homosexual man.” (citations omitted)); *King v. Burris*, 588 F. Supp. 1152, 1158 n.7 (D. Colo. 1984) (“King is particularly upset with the use of the word ‘fag’: ‘[T]o me this is the lowest blow that was ever struck at me, to have ugly words like that come out of a man’s mouth. I know we’re in a different world today, but I have nothing but detest for homosexuals, just—the mere mention, if I shook hands with a homosexual, then somebody told me that, I’d go out and wash my hands right away.’”).

⁸ It appears this meant cuckolding.

are a hideous, disgusting, vile, human – and the next time you see me you better have a gun, because if you don't, I'm ripping your head off your neck bitch. I am not Sunil. You don't know me or my family. I will erase you and everyone you love. Keep f**king with me. End of the f**king story, coward f*ggot.” (Pl. Ex 2, MAJORS 000007–000008)

22. Sargent again responds saying “evidence.” And again, McClafferty responds by texting “I have great lawyers. That’s the beauty of being rich f*ggot. You messaged me. I never messaged you. You’re a disgrace. A loser. I want nothing to do with you. But if you think for a single second that your hideous f*ggot as** is gonna threaten me ... you should put the bottle down. Go to bed, you drunk f*ggot.” Id.
23. Lastly, Sargent replies saying, “I am just waking up ... why are you still awake?” McClafferty ends with “next time I see you I’m beating your face in. Stay strapped. You’re gonna need it f*ggot.” Id.
24. The threats caused Sargent and Majors severe emotional distress.
25. Majors saw the message exchange between McClafferty and Sargent. Majors testified that the messages threatening violence made her believe that McClafferty was going to do something to herself and her partner and that she believed McClafferty could do so, which made her scared for herself and her partner.
26. Sargent testified that the threatening messages made him scared for Majors, himself, and even his dogs and that his fear that McClafferty could do physical violence continues until this day. Sargent took the threats seriously because McClafferty knows where he and Majors live.

CONCLUSIONS OF LAW

A. Count I — Breach of Contract

1. The elements of breach of contract are (1) a contract; (2) a duty created by that agreement; (3) a breach of that duty; and (4) damages.⁹ To state a claim for breach of contract, a plaintiff must allege facts demonstrating each element.¹⁰
2. Defendant Social admits it hired Majors (Answer ¶7), and the admitted Contract establishes Defendant Social's duty to pay a salary of \$50,000 per year, payable biweekly (Contract ¶¶7–8).
3. Notably, there was an absence of evidence presented at trial establishing when the restaurant was closed for season or even if closed, that Majors was not entitled to her wages. Thus, any negative defense Defendant Social may have argued based on the contract language was not supported by evidence and failed.
4. The electronic communications from McClafferty and Cristina to Majors indicate a contractual debt was owed.
5. Defendant Social breached that duty by failing to pay Majors.
6. Majors is damaged in the amount of \$3,688.98, which is verified by the text message from Defendant Social's accountant. (Pl Ex 1, MAJORS 000004)
7. Judgment is entered for Majors against Defendant Social on Count I in the amount of \$3,688.98, plus prejudgment interest.

⁹ *Phillip v. Marsh-Monsanto*, 66 V.I. 612 (V.I. 2017).

¹⁰ *Rondon v. Caribbean Leasing & Eco Transportation, Inc.*, 74 V.I. 397 (2021 VI Super 72).

B. Count II — Fraudulent Misrepresentation

8. To prove Fraudulent Misrepresentation a party must present evidence of: (1) a misrepresentation of material fact, opinion, intention or law; (2) that the Defendant either knew or had reason to know of its falsity; (3) that it was made for the purpose of inducing the plaintiff to act or refrain from acting; (4) that plaintiff justifiably relied on the misrepresentation; and (5) resulting pecuniary loss.¹¹
9. The misrepresentation alleged is not the promise to pay in the contract. Rather, it is the alleged Mercury wire screenshot representing that a \$1,596.82 payment had been “Sent” to Majors on October 15, 2024, when no such transfer existed, coupled with the issuance of a check Defendant Social had reason to know would not be honored. (Pl. Ex 1, MAJORS 000001, 000003) These are each a discrete, affirmative misstatement of existing fact, supported by fabricated proofs of payment, made after Majors’s work was performed, and is independent of the contract.
10. Majors justifiably relied on the representation by forbearing from immediate collection while her account went negative, and she suffered pecuniary loss.
11. Majors believed that she would be paid, Defendant Social knew they did not intend to pay her.
12. Relying on the representations that payment was made, Majors justifiably relied on those funds becoming available and suffered financial losses.
13. Judgment is entered for Majors against Defendant Social on Count II.¹²

¹¹ *Jahleejah Love Peace v. Banco Popular de Puerto Rico*, 75 V.I. 284, 2021 VI 15, ¶ 11 (V.I. 2021).

¹² Plaintiffs are not entitled to a windfall in their damages award. While both the check and the wire transfer were instances of fraudulent misrepresentation, the damages proved at trial were limited to the same damages recoverable under the breach of contract claim. Further, as noted below, no evidence of overdraft fees, interest on bills that were

C. Count III — Implied Covenant of Good Faith and Fair Dealing

14. The elements to state a claim for breach of the implied covenant of good faith and fair dealing in the Virgin Islands, a plaintiff must allege: (1) that a contract existed between the parties, and (2) that the defendant took actions that deprived plaintiff of the benefits for which it had bargained.¹³
15. Defendant Social and Majors had an employment contract.
16. Majors performed work in accordance with the contract.
17. Defendant Social breached the covenant of good faith and fair dealing by representing that payment had been made by a fake wire transfer and check returned unpaid.
18. Judgment is entered for Majors against Defendant Social on Count III.¹⁴

D. Counts IV and V — Intentional Infliction of Emotional Distress (against Defendant Social)

19. The Virgin Islands Superior Court recognizes liability under Restatement (Second) of Torts § 46 and has held that to establish a claim for Intentional Infliction of Emotional Distress, the plaintiff must show: (1) extreme and outrageous conduct by the defendant; (2) the conduct was done intentionally or recklessly; (3) the conduct caused severe emotional distress to the plaintiff; and (4) if bodily harm results from the emotional distress, the defendant is also liable for such bodily harm.

not timely paid, late fees, and other damages of such a nature was presented. Therefore, no additional compensatory damages are awarded for Count II.

¹³ *Terryhill Enterprises VI, LLC v. Daly*, 2015 WL 13894704 (2015).

¹⁴ Again, no damages independent of the breach of contract claim have been presented. Thus, the only evidence of damages relating to Count III are the same damages recovered under Count I. Therefore, as Plaintiffs are not entitled to double recovery, no compensatory damages are awarded under Count III.

20. McClafferty's threats to tear Sargent's head from his neck, to "erase" him and everyone he loves, and to beat his face in, coupled with instructions to "stay strapped" and repeated homophobic slurs—in particular the threat to "stay strapped" coupled with the other threats and conduct were calculated to place Plaintiffs in daily fear for their safety—are extreme and outrageous conduct beyond all bounds of decency. (Pl. Ex 2, MAJORS 000006–000008)
21. McClafferty acted as Defendant Social's President in communications concerning Defendant Social's business.
22. As the President and corporate officer responsible for day-to-day operations, McClafferty's conduct is attributable to Defendant Social.
23. As to Majors (Count V), the extreme and outrageous conduct directed at her — withholding her earned wages, fabricating a wire screenshot to make her believe she had been paid, and driving her account negative — caused her severe emotional distress.
24. Additionally, the threats to Sargent, her significant other, – put her in fear for her physical safety. Defendant Social and McClafferty (acting as its President) could reasonably foresee that the threats of violence communicated to Sargent – which were directed at both Sargent and Majors – would be shared with Majors; in fact, it is reasonable to believe that McClafferty intended them to be shared. Both Majors and Sargent feared for their physical safety, both believed that McClafferty could and would cause them physical harm up to and including death, and both work in the Havensight area near where Defendant Social is located and continue to be in fear for their safety when simply going to work.

25. The Court finds that the messages from McClafferty making death threats, homophobic slurs, and threatening gun violence were unprovoked, disproportionate and uncalled for in relation to a request for payment for unpaid wages and constitute extreme and outrageous conduct that is intolerable in a civilized society.
26. Judgment is entered for Sargent on Count IV and for Majors on Count V, against Defendant Social, with compensatory and punitive damages in an amount to be determined by the Court.

E. Punitive Damages

27. Punitive damages are available where the defendant's conduct is outrageous, evincing malice, wantonness, or reckless indifference to the rights of others.
28. The threats of grave bodily harm and death, laced with slurs and issued by Defendant Social's President in response to a lawful request for wages Defendant Social owed satisfy that standard and warrant an award of punitive damages against Defendant Social.
29. "[A] 1:1 punitive-to-compensatory damages ratio" meets constitutional due process in the U.S. Virgin Islands. *Ranger Am. of the Virgin Islands, Inc. v. Pedro*, 2025 VI 20, ¶ 55 (Sept. 10, 2025).
30. Punitive damages are appropriate in this case given McClafferty's intentional conduct acting as President of Defendant Social and within the scope of his authority.

F. Count VI — Participating-Agent Liability

31. Count VI, as pleaded against McClafferty individually, is stayed by operation of the automatic stay arising from his pending Chapter 13 petition, 11 U.S.C. § 362, and the Court does not enter judgment against McClafferty individually at this time. The

findings regarding McClafferty's conduct are made solely to establish Defendant Social's liability through the acts of its President.

G. Defendant Social's Affirmative Defenses

32. Defendant Social's affirmative defenses of insufficient service and failure to state a claim are waived pursuant to Virgin Islands Rule of Civil Procedure 12, which requires the timely presentation of these defenses even if preserved in a pleading—presenting these defenses at trial is far too late in the proceeding.
33. Defendant Social answered on the merits and litigated through trial.
34. Its comparative-negligence defense has no application to the contract and intentional-tort claims proven here.

H. Damages

35. The testimony and evidence presented established that Majors is owed \$3,688.98, as damages for nonpayment of her salary since October 23, 2024, with prejudgment interest from October 23, 2024, until paid at 9% interest (11 V.I.C. §951) which continues to accrue at \$0.91 per day.
36. Evidence of overdraft fees and other damages due to the fraudulent check has not been proven and therefore cannot be awarded.
37. Emotional distress damages are appropriate in wrongful discharge and breach of employment contract cases.¹⁵
38. Based on the award of damages upheld in *Liat v. Cherubin* (comparing lost wages to the award of damages for emotional distress), the Court finds that \$69,800 is an appropriate

¹⁵ *LIAT (1974), Ltd. v. Cherubin*, 77 V.I. 472, 484 (V.I. 2022).

award of damages to Majors for emotional distress for unpaid wages and the issuance of false payments.

39. Additionally, the obviously fraudulent presentation of two payments, a wire transfer and a check, is conduct warranting deterrence. Disputes over funds owed for work performed or not performed are the kind of disputes that place a person's financial stability in jeopardy, and simply lying and creating more financial detriment is a particularly grotesque response in a place with such a high cost of living like the Virgin Islands.
40. While not every threat of violence warrants punitive damages, threats of violence made when a person has a reasonable ability to carry them out are to be taken especially seriously in today's world, and especially seriously in the U.S. Virgin Islands.
41. The evidence of damages related to IIED is limited. Plainly, the Plaintiffs feared for their safety and believed the President of Defendant Social unstable enough to act on those threats; and he had the ability to carry out those threats. While the Court makes no finding that McClafferty consumed cocaine or other drugs, the Court finds that Plaintiffs genuinely believed this to be true, voiced that belief, and nothing in the text messages or elsewhere could be construed as even an attempt to dispel those statements. Therefore, the Court concludes Plaintiffs' belief that they were in danger was reasonable. Compensatory damages should be awarded for Counts IV and V in the amount of \$25,000.00 to each Sargent and Majors. See *N. Virginia Kitchen, Bath & Basement, Inc. v. Ellis*, 856 S.E.2d 593, 595 (2021) (upholding compensatory verdict of \$100,000.00 for two voicemails with racial slurs); *Hall v. Hall*, 584 U.S. 59, 63 (2018) (Noting \$500,000 awarded by a jury verdict on intentional infliction of emotional

distress claims in a Virgin Islands case). A total of \$50,000.00 in damages - \$25,000.00 each to Sargent and Majors – is appropriate in this case.

42. The Court finds a 1:1 damages award to be appropriate as punitive damages in relation to Defendant Social's conduct toward Majors and awards her \$98,488.98.
43. The Court finds a 1:1 damages award to be appropriate as punitive damages in relation to Defendant Social's conduct toward Sargent and awards him \$25,000.
44. The Court finds in favor of Majors in the following amounts:
 - a. \$3,688.98, in wages, plus interest;
 - b. \$68,900 in emotional distress damages on Counts I-III;
 - c. \$25,000 in damages on Count V Intentional Infliction of Emotional Distress; and
 - d. \$98,488.98 in punitive damages for a total judgment of \$196,977.96.
45. The Court finds in favor of Sargent in the following amounts:
 - a. \$25,000 in emotional distress damages, and
 - b. \$25,000 in punitive damages for a total judgment of \$50,000.
46. The Plaintiffs, as prevailing Parties, are entitled to attorneys' fees and costs pursuant to Title 5 V.I.C. § 541.

Accordingly, it is hereby ordered that

JUDGMENT IS ENTERED in favor of Plaintiff Majors and against Defendant Social on Counts I, II, and III in the principal amount of **THREE THOUSAND SIX HUNDRED EIGHTY-EIGHT DOLLARS AND NINETY-EIGHT CENTS (\$3,688.98)**, in back wages, with prejudgment interest from October 23, 2024. Prejudgment interest on \$3,688.98 from October 23, 2024, until entry of this Judgment (723 days) at 9% interest, pursuant to Title 11 V.I.C. § 951, amounts to \$657.93 and continues to accrue interest at \$0.91 per day for a total of \$4,346.91

and, pursuant to *Liat v. Cherubin*, in the amount of **SIXTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-EIGHT DOLLARS** (\$68,900) for emotional distress damages;

JUDGMENT IS ENTERED in favor of Plaintiff Majors and against Defendant Social on Count V (Intentional Infliction of Emotional Distress) in the amount of **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000); and

JUDGMENT IS ENTERED, as and for punitive damages, in favor of Plaintiff Majors in the amount of **NINETY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS AND NINETY-EIGHT CENTS** (\$98,488.98); and

A total **JUDGMENT is hereby ENTERED** in favor of Plaintiff Majors in the total amount of \$3,688.98 plus \$68,900 plus \$25,000 plus \$98,488.98 plus interest on the unpaid wages in the amount of \$657.93 for a total judgment of \$196,735.89; and

JUDGMENT IS ENTERED in favor of Plaintiff Sargent and against Defendant Social on Count IV (Intentional Infliction of Emotional Distress) in the amount of **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000.00); and

JUDGMENT IS ENTERED, as and for punitive damages, in favor of Plaintiff Sargent in the amount of **TWENTY-FIVE THOUSAND DOLLARS** (\$25,000); and

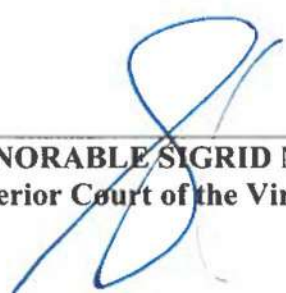
A total **JUDGMENT is hereby ENTERED** in favor of Plaintiff Sargent in the total amount of \$25,000 plus \$25,000 for a total judgment of \$50,000; and

IT IS FURTHER ORDERED that as the Prevailing Party Plaintiffs are entitled to attorneys' fees and costs to be determined by the Court upon the filing of the appropriate documentation; and it is further

ORDERED that Count VI remains pending as to Defendant McClafferty individually pursuant to 11 U.S.C. § 362; and it is further

ORDERED that a copy of this Judgment shall be directed to counsel of record.

DATE: October 16, 2026

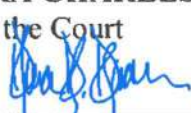


HONORABLE SIGRID M. TEJO
Superior Court of the Virgin Islands

ATTEST:

TAMARA CHARLES
Clerk of the Court

BY:



DONNA D. DONOVAN
Court Clerk Supervisor 10 / 16 / 2026