

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

RECEIVED
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SUPERIOR COURT

PEOPLE OF THE VIRGIN ISLANDS,

Plaintiff,

v.

JOHN P. DE JONGH, JR.,

Defendant.

Case No. ST-15-CR-309

(Hon. Darryl Dean Donohue)

**DEFENDANT JOHN P. DE JONGH, JR.'S EMERGENCY MOTION
TO ENFORCE SETTLEMENT AGREEMENT REQUIRING
THAT THIS CASE BE DISMISSED WITH PREJUDICE**

Defendant John P. de Jongh, Jr. ("Gov. de Jongh") moves this Court for an order specifically enforcing the parties' January 14, 2016, settlement agreement and dismissing the Information dated September 2, 2015, with prejudice, both as to Gov. de Jongh and his co-defendant Julito Francis (*People v. Francis*, ST-15-CR-310).

FACTS

In 2007, security improvements were constructed at the home of Gov. de Jongh, which permitted the Governor and his family to live in their family home during his term of office. With the blessing of the then-Acting Attorney General, public funds were used for the construction project. Gov. de Jongh thereafter pledged to reimburse the people of the Virgin Islands for the fair market value of any security improvements that remained after he left office. In late 2014, he fulfilled this commitment by tendering the sum of \$202,831.60 representing the present value of the security fencing, wall and driveway, less the cost of demolishing a guardhouse that the de Jonghs no longer needed or had any use for. The Government, in turn, acting through the Office of the Attorney General: (1) had the check returned to Gov. de Jongh at his home late in the evening on May 20, 2015; (2) held a press conference the next morning trumpeting the return of Gov. de Jongh's check; and (3) in August 2015, brought the criminal

charges *sub judice* against Gov. de Jongh and former Chairman of the V.I. Public Finance Authority Julito Francis, had Gov. de Jongh and Mr. Francis arrested, and held yet another press conference trumpeting same.

To fulfill his commitment to his fellow Virgin Islanders and settle the unjust criminal charges, Gov. de Jongh entered into a settlement agreement with the Government that was fully executed on January 14, 2016 (hereinafter, the "Agreement"). In relevant part, the Agreement provides that upon payment of \$380,000.00, representing the fair market value of "the security improvements made on his property located at No. 23-8 Estate Mafolie,"¹ the Attorney General would move to dismiss the Information with prejudice not only as to Gov. de Jongh but also as to co-defendant Julito Francis, even though Mr. Francis did not contribute financially to the settlement. A true copy of the Agreement is attached as **Exhibit A**.

On January 14, 2016 – the same day that the Agreement was executed – Gov. de Jongh caused a Manager's Check to be issued by FirstBank in the amount of \$380,000.00 payable to the Government of the Virgin Islands. (**Exhibit B**.) The check was delivered to the Attorney General's office on January 15, 2016, fulfilling all of Gov. de Jongh's obligations under the Agreement. That same day, Assistant Attorney General Quincy McRae, Chief of the Criminal Division, signed a deposit slip and had the \$380,000.00 check deposited in the Government's bank account, also at FirstBank. (**Exhibit C** - a deposit slip bearing Attorney McRae's own signature).

On January 15, 2016, in response to counsel's inquiry, Attorney McRae represented that he had signed the Attorney General's motion to dismiss with prejudice. (**Exhibit D**.) Attorney McRae represented that the motion would be filed as soon as "that check clears" even though

¹ In the spirit of compromise, Gov. de Jongh agreed to retain and pay the fair market value of a guard house that had been constructed on his property, which he previously intended instead to demolish. The retention of the guard house, in addition to minor adjustments to depreciation, raised the fair market value of the retained security improvements from \$202,831.60 to \$380,000.00.

this was not a written term of the Agreement. Later that day, Attorney McRae promised that although he would be off-island in the coming week and that Monday, January 18, was a holiday, the Attorney General's motion to dismiss would be filed "by Tuesday of the next [week] at the latest." (**Exhibit E.**) When informed of this, Gov. de Jongh made his own inquiry of FirstBank and was told that indeed the settlement funds had indeed been credited to the Government's account. Still, no motion by the Attorney General was forthcoming.

On Tuesday, January 19, 2016, Gov. de Jongh's counsel again reached out to Attorney McRae to get an explanation for the now-inexcusable delay. Attorney McRae again assured counsel that he had given instructions to Deputy Attorney General Renee Gumbs-Carty to file the motion to dismiss in his absence as soon as she could confirm that the check had cleared. (**Exhibit F.**) At 5:50 p.m., counsel received a call from Attorney Gumbs-Carty, who said that she had been informed that the \$380,000.00 check had *not* cleared the Government's account (directly contradicting what FirstBank told Gov. de Jongh the previous Friday). She again represented she would file the already-drafted motion to dismiss "as soon as she was able to confirm that it had cleared."

On January 20, 2016, the undersigned contacted Attorney Gumbs-Carty and demanded that the Attorney General immediately file the motion to dismiss as it was evident that the settlement funds had, in fact, been credited to the Government's account, the protests of Attorneys McRae and Gumbs-Carty notwithstanding.

The Government did not do so.

Contrary to the Agreement's plain language and previous emails promising to file the motion to dismiss with prejudice without delay, Attorney Gumbs-Carty replied that "*[w]e have not finalized the other co-defendant's portion of this case with Atty. King as yet. Once that is taken care of, we file [sic] the motion. We will contact you when the motion has been filed.*"

(Exhibit G (emphasis added)).

Attorney Gumbs-Carty's response constitutes a clear breach of the Agreement by the Government. Under its plain terms there is nothing for the Attorney General to "finalize" with co-defendant Francis, nor was the Attorney General's purported need to do so ever even discussed during the parties' lengthy settlement discussions. Indeed, quite the opposite is true – under the Agreement, Gov. de Jongh and Mr. Francis are entitled to have the criminal cases against them dismissed with prejudice immediately as Gov. de Jongh has met the terms of the Agreement as negotiated and executed.

The Government was notified that if motions to dismiss with prejudice were not filed by close of business on January 20, 2016, Gov. de Jongh would seek the Court's assistance to have the Agreement enforced.

Today, counsel for Gov. de Jongh contacted and spoke with Attorney Robert King, counsel for Mr. Francis. Although he can speak for himself, counsel represents that Attorney King advised that he had not been contacted by the Attorney General's Office about negotiating or "finalizing" settlement terms, nor would Mr. Francis have any interest in doing so. To the contrary, similar to what was told to counsel for Gov. de Jongh, Attorney King was told by Attorney McRae that the Government would move to dismiss the charges against Mr. Francis, as required by the Agreement, once Gov. de Jongh made the required settlement payment. Attorney Gumbs-Carty's email stating otherwise is, at a minimum, inaccurate..

In any event, as of the date of this filing, the Attorney General has not filed the required motions to dismiss with prejudice. . Consequently, Gov. de Jongh respectfully requests that the Court enforce the Agreement by dismissing this action and *People v. Francis*, ST-15-CR-310, with prejudice.

ARGUMENT

The Agreement is a contract. “Under Virgin Islands law, a contract is formed when there is an offer, acceptance, and consideration by the parties.” *Yutzy v. Super Max Convenience Store*, 56 V.I. 38, 41 (Super. Ct. 2012).

Here, the Attorney General promised in a written document signed by AG Criminal Division Chief McRae to dismiss all of the charges against both Defendants in exchange for the payment of \$380,000.00 on or before January 15, 2016. Gov. de Jongh accepted those terms when he signed the Agreement, and fully performed his duties under the Agreement when he tendered the settlement funds to the Government on January 15, 2016. The Attorney General has breached the Agreement by repudiating its obligation to file motions to dismiss the charges against Gov. de Jongh and Mr. Francis with prejudice, purportedly under the guise of carrying on separate and additional negotiations with co-defendant Francis – a justification that is both illogical and inaccurate. The Agreement should be specifically enforced by this Court.

It is hornbook law that “specific performance of a contract duty will be granted in the discretion of the court against a party who has committed or is threatening to commit a breach of the duty.” *Restatement (Second) of Contracts* § 357, at 163 (1981).

Gov. de Jongh has fully performed his end of the bargain. The Attorney General has breached the Agreement by not filing the promised motion. He should be ordered to do so immediately.

That this case involves the resolution of (spurious) criminal charges does not demand a different result. So-called “plea agreements” are enforceable via an order of specific performance. *Pichierri v. People*, 58 V.I. 516, 530 (V.I. 2013) (“[C]oncerning plea agreements, the courts’ concerns run even wider than protection of the defendant’s individual constitutional rights – to concerns for the honor of the government, public confidence in the fair administration

of justice, and the effective administration of justice. Keeping these concerns about honor, justice, and fundamental fairness paramount in our minds, we remand the case and direct the Superior Court to enforce the plea agreement.”)(citations and internal quotations omitted); *accord Santobello v. New York*, 404 U.S. 257, 498-499 (1971) (“This phase of the process of criminal justice, and the adjudicative element inherent in accepting a plea of guilty, must be attended by safeguards to insure the defendant what is reasonably due in the circumstances. Those circumstances will vary, but a constant factor is that when a plea rests in any significant degree on a promise or agreement of the prosecutor, so that it can be said to be part of the inducement or consideration, such promise must be fulfilled.”); *People v. Macrander*, 756 P.2d 356, 361 (Colo. 1988) (“A defendant is entitled to specific performance of a plea agreement when no other remedy is appropriate to effectuate the accused's legitimate expectation engendered by the governmental promise.” (internal quotation omitted)). “Specific performance is a contract remedy for breached plea agreements because those agreements are contractual in nature.” *Hovey v. Superior Court*, 798 P.2d 416, 420 (Ariz. Ct. App. 1990). *Accord People v. Daugherty*, 176 Cal. Rptr. 500, 503 (Cal. Ct. App. 1981) (“[I]t is well established that the People will be held strictly to the terms of a plea bargain made with a criminally accused.” (internal quotations and ellipsis omitted)).

Finally, and most importantly, this “criminal” case has been resolved *without either defendant pleading guilty to a crime*. No change-of-plea hearing is necessary, as Gov. de Jongh and Mr. Francis have not changed their not-guilty pleas, and the Court’s usual oversight and approval authority pursuant to Fed. R. Crim. P. 11 and Super. Ct. R. 126 has therefore not been triggered. There is nothing to do but to enforce the Agreement and dismiss the criminal actions against both defendants with prejudice.² Gov. de Jongh respectfully requests that the Court do so

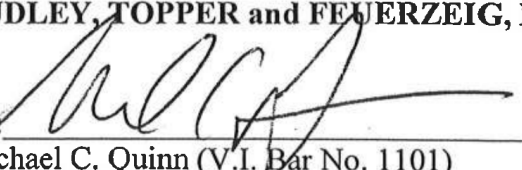
² Alternatively, the Court may also order the Government to perform by immediately moving to dismiss both cases

and order the Government to carry through with its commitment with all deliberate speed. A proposed order is submitted herewith.

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: January 21, 2016

By: 

Michael C. Quinn (V.I. Bar No. 1101)

P.O. Box 756

St. Thomas, VI 00804

Telephone: (340) 774-4422

Email: mquinn@dtflaw.com

Counsel for Defendant John P. de Jongh, Jr.

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00804-0756
(340) 774-4422

with prejudice. The result – dismissal – is the same either way, so Gov. de Jongh respectfully submits it would be more efficient for the Court to dismiss the case inasmuch as it will not require the compliance or the cooperation of the Government.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of January, 2016, a true and exact copy of the foregoing was sent via First Class U.S. Mail to:

AAG Quincy McRae, Esq.
Chief, Criminal Division
AAG Daniel Huston, Esq.
Department of Justice
48B-50C Kronprindsens Gade
GERS Bldg., 2nd Floor
St. Thomas, VI 00802

Attorneys for the People of the V.I.

with a copy via e-mail to:

Quincy.McRae@doj.vi.gov
Dan.Huston@doj.vi.gov

Robert King, Esq.
Law Offices of Robert King
1212 Bjerre Gade
St. Thomas, VI 00802

Attorney for Co-Defendant Julito Francis

with a copy via e-mail to: rlking@attyking.com



EXHIBIT A



DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

3438 Kronprindsens Gade
St. Thomas, U.S.V.I.
(340) 774-5666
(340) 776-3494 FAX

#6040 Castle Coakley
St. Croix, U.S.V.I.
(340) 773-0295
(340) 773-1425 FAX

January 14, 2016

Gordon Rhea, Esq.
P.O. Box 307607
St. Thomas, VI 00803

VIA E-MAIL: grhea@rpwb.com

Re: *People of the Virgin Islands v. John P. de Jongh, Jr.*
Criminal Nos. F309/2015

Dear Attorney Rhea:

In an effort to resolve this matter between the parties, the People of the Virgin Islands hereby offers Defendant John P. de Jongh, Jr., the following:

The People charged Defendant de Jongh in Counts One and Two of a Four Count Information with committing the crimes of Embezzlement of Public Accounts and Neglecting to Pay Over Public Monies, respectively. Defendant Julito Francis was also charged in Counts Three and Four of that Four Count Information with committing the crimes of Embezzlement of Public Accounts and Neglecting to Pay Over Public Monies, respectively.

In exchange for Defendant de Jongh agreeing to pay to the Government of the Virgin Islands the lump sum of Three Hundred and Eighty Thousand Dollars (\$380,000.00) for the security improvements made on his property located at No. 23-8 Estate Mafolie, St. Thomas, U.S. Virgin Islands by no later than January 15, 2016, the People of the Virgin Islands will move to dismiss with prejudice the charges pending against him. Moreover, as per the parties' previous conversation, the People will also move to dismiss the charges pending against Defendant Francis with prejudice and will agree to release Defendant de Jongh from any further criminal or civil liability stemming from the allegations and factual pattern alleged in Criminal No. F309/2015.

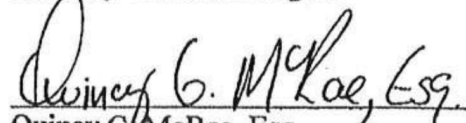
Moreover, Defendant de Jongh also agrees that he will not assert, apply for, or claim any tax deduction, tax credit, or income tax offset for the above-mentioned payment. Nothing in this agreement, however, is intended to abrogate, override, supersede, forgive or otherwise prevent the application of or excuse compliance with any applicable federal or territorial law governing income taxes.

By signing this agreement both parties agree to jointly request that the Court hold this matter in abeyance and make no further rulings in this case pending the successful completion of the above-mentioned resolution as proposed within this offer.

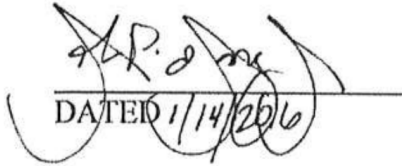
Acceptance of the above-stated offer must be done in writing, BY SIGNING THIS LETTER IN THE SPACE PROVIDED BELOW indicating that acceptance and returning the original, by fax or otherwise, to this office

Very truly yours,

Claude E. Walker, Esq.
Attorney General Designee


Quincy G. McRae, Esq.
Chief of the Criminal Division

ACCEPTED BY DEFENDANT:


DATED 1/14/2016

WITNESSED BY ATTORNEY:

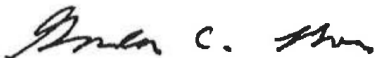

1/14/2015
DATED

EXHIBIT B



DRAWN ON
FIRSTBANK PUERTO RICO

PURCHASER'S COPY **MANAGER'S CHECK**

Notice to Purchaser: As a condition to this institution's issuance of this check, Purchaser agrees to provide an Indemnity Bond prior to the refund or replacement of this check in the event it is lost, misplaced, or stolen.

Check No. 019352

10-7-14/2216

Date: 01/14/2016

Purchaser: JOHN P DE JONGH JR

Payee: GOVERNMENT OF THE VIRGIN ISLANDS

NON-NEGOTIABLE

Branch: 719

Teller: 09645

Source:

Amount: \$380,000.00

Fee: \$15.00

Total: \$380,015.00

THIS MULTILINE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

1 First Bank

Manager's Check

Check No. 019352

10-7-14/2215

Date: 01/14/2016

Purchaser: JOHN P DE JONGH JR

Pay: ***Three Hundred Eighty Thousand Dollars*****

To The
Order of: GOVERNMENT OF THE VIRGIN ISLANDS

\$380,000.00

Valid for Six Months After Issue Date
Branch: 719 Teller No. 09645

FDIC DRAWN ON FIRSTBANK
SAN JUAN, PUERTO RICO

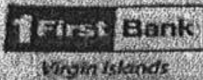
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40

Security Features Included. Details on Back.

EXHIBIT C



DEPOSIT
CHECKING
STATEMENT SAVINGS
MAXIMIZER SAVINGS

First Bank Virgin Islands is a Division of First Bank Corporation

FOR CREDIT TO THE ACCOUNT - PRINT FULL ACCOUNT TITLE NAME

The Government of the Virgin Islands

Payable to order of the account holder only. This check is not valid unless it is cashed or deposited in the account to which it is payable.

Signature: *Living G. McLeod*

Printed Name: *Living G. McLeod*

Printed Name: *Living G. McLeod*

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Printed Name: *Living G. McLeod*



300,000.00

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300,000.00

DEPOSIT CHECKS
BANK COPY

15

EXHIBIT D

Michael C. Quinn

From: Gordon Rhea <grhea@rpwb.com>
Sent: Friday, January 15, 2016 4:15 PM
To: 'John P. de Jongh, Jr.' (johndejonghvi@gmail.com); Michael C. Quinn; Chad C. Messier; George H.T. Dudley
Subject: FW: deJongh matter

FYI

-----Original Message-----

From: Quincy McRae [<mailto:Quincy.McRae@doj.vi.gov>]
Sent: Friday, January 15, 2016 3:12 PM
To: Gordon Rhea
Subject: Re: deJongh matter

I will check with Renee. I will be out of the office all of next week, but i have signed both Motions to Dismiss with Prejudice and informed Ms. Luke, that once that check clears to file both motions with the Court and email it to all of the Attorneys. Let me check to see if it has cleared.

Quincy

From: Gordon Rhea <grhea@rpwb.com>
Sent: Friday, January 15, 2016 4:10 PM
To: Quincy McRae
Subject: deJongh matter

Quincy, hope all is well with you. Just checking to see if the check has cleared.

EXHIBIT E

Michael C. Quinn

From: John P. de Jongh, Jr. <johndejonghvi@gmail.com>
Sent: Tuesday, January 19, 2016 2:04 PM
To: Michael C. Quinn
Subject: Fwd: I am sharing '2016_01_07_17_41_16 - Revised.docx' with you
Attachments: 2016_01_07_17_41_16 - Revised.docx; ATT00001.htm

See below

Sent from my iPhone

Begin forwarded message:

From: Gordon Rhea <grhea@rpwb.com>
Date: January 15, 2016 at 7:21:42 PM AST
To: "John P. de Jongh, Jr." (johndejonghvi@gmail.com) <johndejonghvi@gmail.com>, "Michael C. Quinn" <mquinn@dtflaw.com>, "Chad C. Messier (cmessier@dtflaw.com)" <cmessier@dtflaw.com>, "George H.T. Dudley (gdudley@dtflaw.com)" <gdudley@dtflaw.com>
Subject: FW: I am sharing '2016_01_07_17_41_16 - Revised.docx' with you

FYI. Just got this from Quincy.

From: Quincy McRae [mailto:Quincy.McRae@doj.vi.gov]
Sent: Friday, January 15, 2016 5:27 PM
To: Gordon Rhea
Subject: I am sharing '2016_01_07_17_41_16 - Revised.docx' with you

Good evening Atty Rhea,

I attached a copy of a prior plea with account number on there. The check was deposited yesterday by agent shulterbrant. I did speak with Renee this afternoon and she was trying to get in contact with the commissioner of finance to make sure that the check had cleared. She was not able to make contact with the commissioner, but I informed Renee that the check was drawn off of the same bank it was deposited into, so there shouldn't be a problem with the check clearing. I will be off island next week, but I have left all documents that I signed with Ms. Luke and they are ready to be filed as soon as we receive information that everything has cleared. Since Monday is a holiday, I'm figuring everything should be filed and dismissed by Tuesday of the next at latest. Whether on island or off, I will stay on top of it to make sure that everything gets completed.

Quincy
Shared from Word for Android
<https://office.com/getword>

EXHIBIT F

Michael C. Quinn

From: Gordon Rhea <grhea@rpwb.com>
Sent: Tuesday, January 19, 2016 2:06 PM
To: 'John P. de Jongh Jr. '; Michael C. Quinn; Chad C. Messier; George H.T. Dudley
Subject: Fwd:

Sent from my iPhone

Begin forwarded message:

From: Quincy McRae <Quincy.McRae@doj.vi.gov<<mailto:Quincy.McRae@doj.vi.gov>>>
Date: January 19, 2016 at 1:56:11 PM AST
To: Gordon Rhea <grhea@rpwb.com<<mailto:grhea@rpwb.com>>>

Good afternoon,

I am travelling, but passed on your information to the AG and Ren?e. They have been receiving calls from the press also and have been responding no comment, because they had not filed anything until I confirmed that the check has cleared. I have sent this information to Ren?e, since she will be the one confirming that the check is cleared and the filing of the motion. My number is 240-271-0328

Sent from Outlook Mobile<<https://aka.ms/blhgte>>

EXHIBIT G

Michael C. Quinn

From: Renee Gumbs <Renee.Gumbs@doj.vi.gov>
Sent: Wednesday, January 20, 2016 2:00 PM
To: Gordon Rhea; Michael C. Quinn
Cc: Quincy McRae; Daniel Huston; Claude Walker; Chad C. Messier
Subject: RE: POVI v. de Jongh

Good afternoon Gordon,

We have not finalized the other co-defendant's portion of this case with Atty. King as yet. Once that is taken care of, we file the motion. We will contact you when the motion has been filed.

Thank you.

-----Original Message-----

From: Gordon Rhea [<mailto:grhea@rpwb.com>]
Sent: Wednesday, January 20, 2016 12:39 PM
To: Michael C. Quinn <mquinn@dtflaw.com>
Cc: Quincy McRae <Quincy.McRae@doj.vi.gov>; Daniel Huston <dan.huston@doj.vi.gov>; Claude Walker <Claude.Walker@doj.vi.gov>; Renee Gumbs <Renee.Gumbs@doj.vi.gov>; Chad C. Messier <cmessier@dtflaw.com>
Subject: Re: POVI v. de Jongh

Good. I sent a comparable text to Renee this morning.

Sent from my iPhone

On Jan 20, 2016, at 12:36 PM, Michael C. Quinn <mquinn@dtflaw.com<<mailto:mquinn@dtflaw.com>>> wrote:

Good afternoon. It's my understanding that the GVI's obligation to file a motion to dismiss with prejudice hasn't been honored even though the funds cleared the bank on Friday. Please file the motion immediately and e-mail me a copy. Enough with this nonsense.

Michael C. Quinn
Dudley, Topper and Feuerzeig, LLP
1000 Frederiksberg Gade
St. Thomas, U.S. Virgin Islands 00802
(340) 774-4422 Voice
(340) 715-4400 Fax
Web: www.dtflaw.com<<http://www.dtflaw.com>>

[Description: LexMundiLogo]

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, forwarding or copying

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

PEOPLE OF THE VIRGIN ISLANDS,

Plaintiff,

v.

JOHN P. DE JONGH, JR. and
JULITO FRANCIS,

Defendants.

16 JAN 21 PM 4:41

SUPERIOR COURT

Case Nos. ST-15-CR-309/310

(Hon. Darryl Dean Donohue)

ORDER

This matter having come before the Court on the motion of Defendant de Jongh for an order specifically enforcing the January 14, 2016, Agreement and dismiss these cases with prejudice, and the Court being advised in the premises, it is hereby

ORDERED that Defendant's motion is **GRANTED**; and it is further

ORDERED that the Information filed in ST-15-CR-309 and ST-CR-310 is **DISMISSED WITH PREJUDICE AS TO ALL COUNTS AND ALL PARTIES**; and it is further

ORDERED that copies of this Order shall be directed to AAG Dan Huston, Esq., Michael Quinn, Esq. and Robert King, Esq.

DATED: _____, 2016

HON. DARRYL DEAN DONOHUE
Senior Sitting Judge
Superior Court of the Virgin Islands

ATTEST:
Estrella George
Acting Clerk of the Court

By: _____
Deputy Clerk