

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

K. GLENDA CAMERON, ESQ., K. GLENDA  
CAMERON, P.C., Individually and as a Member of THE  
LAW OFFICES OF ROHN AND CAMERON, LLC,

Plaintiffs,

Vs.

LEE J. ROHN, ESQ., LEE J. ROHN, P.C., Individually  
and as a Member of THE LAW OFFICES OF ROHN  
AND CAMERON, LLC, THE LAW OFFICES OF ROHN  
AND CAMERON, LLC, LAW OFFICES OF ROHN AND  
CARPENTER, LLC, LAW OFFICE OF LEE J. ROHN,  
LLC, MARY FAITH CAPRENTER,ESQ., Individually,  
NLR COTTON VALLEY TRUST, ABC TRUST, JOHN  
DOES 1-5, UNKNOWN TRUSTS 1 TO 10,

Defendants.

CIVIL NO.: 10-CV-00126

ACTION FOR DAMAGES  
AND ACCOUNTING

**PLAINTIFF'S FIRST  
AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

**FIRST AMENDED COMPLAINT**

COMES NOW Plaintiffs **K. GLENDA CAMERON, ESQ., K. GLENDA CAMERON, P.C.**, Individually and as a Member of **THE LAW OFFICES OF ROHN AND CAMERON, LLC**, by and through their undersigned counsel, and for their Complaint against the following Defendants 1) **LEE J. ROHN, ESQ.**, 2) **LEE J. ROHN P.C.**, Individually and as a Member of **THE LAW OFFICES OF ROHN AND CAMERON, LLC**, 3) **THE LAW OFFICES OF ROHN AND CAMERON, LLC**, 4) **LAW OFFICES OF ROHN AND CARPENTER, LLC**, 5) **LAW OFFICE OF LEE J. ROHN, LLC**, 6) **MARY FAITH CARPENTER, ESQ.**, Individually, 7) **NLR COTTON VALLEY TRUST**, 8) **ABC TRUST**, 9) **JOHN DOES 1-5**, 10) **UNKNOWN TRUSTS 1 to 10**, state as follows:

## **I. NATURE OF ACTION**

1. This is a federal civil action filed by plaintiffs K. Glenda Cameron, Esq. (öCameronö), and K. Glenda Cameron, P.C. (öCameron, P.C.ö) for **1)** civil rights violation pursuant to 42 U.S.C. § 1981 and **2)** RICO remedies pursuant to 18 U.S.C. § 1961 *et seq.*

2. This action also invokes the Court's supplemental jurisdiction for the following territorial claims: **3)** Violation of the Virgin Islands Criminally Influenced and Corrupt Organizations Act (CICO), 14 V.I.C. § 601, **4)** Breach of contract/operating agreement of Rohn & Cameron, LLC, **5)** Accounting, **6)** Breach of Fiduciary Duties, **7)** Unjust Enrichment, **8)** Conversion/Constructive Trust, **9)** Declaratory Judgment to compel defendants Lee Rohn, individually and Rohn & Cameron, LLC to file corrected and amended Tax Returns for the Years 2006, 2007, and 2008, and any other years revealed to be incorrect or fraudulent, **10)** Fraudulent Conveyance/Constructive Trust, **11)** Determination of Distributional Share, **12)** Judicial Dissolution of Rohn & Cameron, LLC.

## **II. JURISDICTION & VENUE**

3. The District Court of Virgin Islands has subject matter jurisdiction pursuant to its federal question jurisdiction under 28 U.S.C. § 1331, 18 U.S.C. §1964(c) (RICO Violations), and Supplemental Jurisdiction pursuant to 28 U.S.C. §1367.

4. This Court has personal jurisdiction pursuant to 18 U.S.C. §1965(b), and over all of the Defendants by virtue of Defendants' residence in St. Croix, the U.S. Virgin Islands (öUSVIö). Additionally, Defendant Lee Rohn, Esq., being the settlor and beneficiary of defendant NLR Cotton Valley Trust and the ABC Trust, the court has personal jurisdiction over both Defendant trusts.

5. Venue is proper pursuant to 18 U.S.C. §1965(a), and 28 U.S.C. §1391 as all of the facts, transactions, and events of each cause of action arose in the USVI and specifically on the Island of St. Croix. Additionally, all of the defendants, with the exception of NLR Cotton Valley Trust (a legal entity with its residence in the foreign jurisdiction of the Isle of Jersey), and the ABC Trust, are residents of St. Croix.

### **III. THE PARTIES**

6. Plaintiff K. Glenda Cameron, Esq. (õCameronö) is, and at all times mentioned in this Complaint, a natural person, and a resident of St. Croix, USVI.

7. Plaintiff K. Glenda Cameron, P.C. (õCameron, P.C.ö) is, and at all times mentioned in this Complaint, a duly organized Virgin Islands Professional Corporation with its principal place of business in St. Croix, USVI. Cameron, P.C. was, at all times relevant to this Complaint, a minority Member of Defendant The Law Offices of Rohn and Cameron, LLC. Plaintiff Cameron is and was the President and sole shareholder of Cameron, P.C. at all times relevant to this Complaint.

8. Defendant The Law Offices of Rohn and Cameron, LLC (õRohn and Cameron, LLCö), at all times mentioned in this Complaint, was a Virgin Islands Limited Liability Company, with its principal place of business in St. Croix, USVI. Upon information and belief, defendant Rohn and Cameron, LLC is not duly authorized to conduct business due to its failure to file the required annual reports since 2008. However, for purposes of this suit, defendant Rohn and Cameron, LLC is possessed with authority to sue and be sued for purposes of accounting, winding down its business and operations, and proper dissolution pursuant to 13 V.I.C. §1802.

9. Defendant Lee J. Rohn, Esq. (õRohnö), is a natural person and at all times mentioned in this Complaint was, a resident of St. Croix, USVI.

10. Defendant Lee J. Rohn, P.C. (õRohn, P.C.ö) is, and at all times mentioned in this Complaint is a Virgin Islands Professional Corporation, with its principal place of business in St. Croix, USVI. Rohn, P.C. was, at all times relevant to this Complaint, a majority member of Rohn and Cameron, LLC. Rohn is and was the President and sole shareholder of Rohn, P.C. at all times relevant to this Complaint.

11. Defendant Rohn and Carpenter, LLC (õRohn and Carpenter, LLCö) is, and at all times mentioned in this Complaint was, a Virgin Islands Limited Liability Company, with its principal place of business in St. Croix, USVI.

12. Defendant Law Office of Lee J. Rohn, LLC (õRohn, LLCö) is, and at all times mentioned in this Complaint was, a Virgin Islands Limited Liability Company, with its principal place of business in St. Croix, USVI.

13. Defendant Mary Faith Carpenter, Esq. (õCarpenterö) was, and at all times mentioned in this complaint, a natural person, and a resident of St. Croix, the USVI. Defendant Carpenter is a member-owner of Defendant Rohn and Carpenter, LLC.

14. Defendant NLR Cotton Valley Trust (hereinafter õNLR Trustö) is upon information and belief a legal trust created by Defendant Rohn, defendant Rohn, P.C., and/or Defendant Rohn, LLC, in the Isle of Jersey, a foreign jurisdiction, for purposes of secreting property and funds belonging to Plaintiffs. Defendant Rohn is the settlor and beneficiary of the NLR trust.

15. Defendant ABC Trust is, upon information and belief, a legal trust created by defendant Rohn for purposes of secreting property and monies belonging to Plaintiffs. Defendant Rohn is the settlor and beneficiary of the trust.

16. Defendants John Does 1-5, upon information and belief, are individuals and professionals who may have been engaged by Defendant Rohn to receive, transfer, and secrete properties belonging to the Plaintiffs.

17. Defendants Unknown Trusts 1-10, upon information and belief, are legal trusts, created by Defendants Rohn, and Rohn, P.C. in various jurisdictions to secrete funds and settlement fees belonging to Defendant Rohn and Cameron, LLC. Rohn is the settlor and beneficiary of each of the Unknown Trusts 1-10.

#### **IV. FACTUAL BASIS COMMON TO ALL CLAIMS**

##### **Plaintiff K.G. Cameron's Tenure**

18. Plaintiff Cameron is a 1988 graduate of Fordham University, and a 1991 graduate of New York University School of Law. She was admitted to the New York State Bar, First Appellate Division in 1992 and to the Virgin Islands Bar in 1998 and is a Black woman of West Indian descent.

19. Plaintiff Cameron served as a Law Clerk with the District Court of the Virgin Islands, St. Croix District, and serving under Acting Chief Judge Stanley S. Brotman and then Chief Judge Thomas K. Moore, from August 1991 until April/May 1995. Plaintiff then served as special counsel to Virgin Islands Attorney General Julio A. Brady from January 1996 to June 30th, 1997.

20. On June 2, 1997, Plaintiff Cameron joined the Law Offices of Rohn and Cusick as a senior associate. The Law Offices of Rohn and Cusick had a very high ratio of cases to attorneys and, thus, a very heavy attorney case-load.

21. In mid-1997, when Plaintiff Cameron joined the Law Offices of Rohn and Cusick, there were three (3) Virgin Islands licensed attorneys, including Defendant Rohn and Attorney

Cusick, and one part-time law clerk who left within weeks. The Law Office had more than three hundred (300) pending cases, with Defendant Rohn being principally responsible for the discovery aspects of the cases, mediation and settlements and trials, if and when cases were tried. Attorney Cusick was principally responsible for motions practice, and ensured that there were cases to be settled and tried and for appeals. All other attorneys, some of who were not licensed in the Virgin Islands, and clerks assisted where needed. The third Virgin Islands licensed attorney in the Law Office, principally assisted Defendant Rohn with the discovery practice. As a former law clerk, Plaintiff Cameron's time was devoted principally to motions practice, and because the Law Office was understaffed, Plaintiff Cameron was also assigned the majority of written discovery work.

22. In addition, at the time Plaintiff Cameron joined the firm of Rohn and Cusick, Attorney Cusick developed serious health problems due to a heart condition. As a result of partner Cusick's illness, Defendant Rohn assigned Plaintiff Cameron a significant percentage of partner Cusick's work. Thus, Plaintiff Cameron was forced to routinely work twelve (12) to fourteen (14) hours per day. An arrangement that was not previously agreed to by Defendant Rohn and Plaintiff Cameron.

23. As a result of the medical problems of Partner Cusick and a breakdown in the relationship between Defendant Rohn and partner Cusick, Attorney Cusick walked away from his partnership with Defendant Rohn.

24. Due to Cusick's sudden and unplanned departure, Plaintiff Cameron was immediately assigned Cusick's work. This caused Plaintiff Cameron to work an average of sixteen (16) to eighteen (18) hours per day, seven (7) days a week, in order to meet deadlines and ensure work-

flow. Plaintiff Cameron also began to perform many day-to-day management functions, in light of Defendant Rohn's frequent absences due to work-related travel.

25. On or about January 1, 2000, and Cusick's departure, The Law Offices of Rohn and Cusick became the Law Office of Lee J. Rohn, LLC.

### **Civil Rights Violations**

26. Between January, 2000, and January 1, 2005, Plaintiff Cameron became the *de facto* managing Attorney of the Law Office of Lee Rohn. As an unremunerated managing attorney, Plaintiff Cameron undertook responsibility of the motions and written discovery practice of the firm, day-to-day management and supervision of employees, ensuring all deadlines were met, and the cases were in a posture to meet the deposition deadlines for Defendant Rohn.

27. To meet the motion and discovery deadlines in the cases, there were times that Plaintiff Cameron would work until 4:00 a.m., only to return to work the same day before 9:00 a.m.

28. Between January 2000, and January 1, 2005, Defendant Rohn promised Plaintiff Cameron substantial bonuses, for going over and beyond the call of duty. While Plaintiff Cameron received some bonuses, the bonuses were nowhere near substantial.

29. Despite the additional duties and responsibilities undertaken and carried out by Plaintiff Cameron, Defendant Rohn failed to compensate Plaintiff Cameron at the same level for work done by white attorneys in the Law Office of Lee Rohn. For example, Defendant Rohn did not compensate Plaintiff Cameron at the same rate or even close to the same rate as Attorney Cusick, for doing the same work as Attorney Cusick.

30. Although Plaintiff Cameron performed the duties of two (2) to three (3) attorneys, Defendant Rohn paid Defendant Carpenter, a white woman who was hired in October 1999 and

whose duties were limited to assisting Defendant Rohn meet deposition deadlines, received a salary fifty percent (50%) higher than what Defendant Rohn, and Defendant Rohn, P.C. paid Plaintiff Cameron.

31. During the year 2000, Defendant Rohn and the Law Office of Lee J. Rohn invited Attorney Pamela Colon, a white woman, to join the Law Office of Lee J. Rohn and offered to pay Attorney Colon a salary, which included a percentage of the fees generated by her work, at a significantly higher rate than the salary paid to Plaintiff Cameron.

32. Defendant Rohn and the Law Office of Lee J. Rohn did not offer Plaintiff Cameron the same benefits they offered to Attorney Colon.

33. After hiring Attorney Colon, Plaintiff Cameron informed Defendant Rohn that she was not being compensated equitably with the white attorneys in the office who had far less duties than her. Defendant Rohn then brought Plaintiff Cameron's salary to par with the white attorneys, but did not compensate her retroactively for the time she was not being paid equitably.

34. Shortly thereafter, Defendant Rohn began representing to the staff and members of the legal community that Plaintiff Cameron was her law partner. Defendant Rohn further represented to Plaintiff Cameron and others that Plaintiff Cameron would be given an equitable stake in the Law Office of Lee Rohn.

35. Towards the end of year 2002, Defendant Rohn offered Plaintiff Cameron, Attorney Colon, and Defendant Carpenter partnerships in the Law Office of Lee Rohn. Defendant Carpenter declined to become a partner while Attorney Colon considered Defendant Rohn's offer and later declined. Plaintiff Cameron considered the offer and continued performing the functions of a Managing Attorney in exchange for profit sharing, in terms of bonuses.

36. On or about September 12, 2007, Defendant Rohn invited Attorney Ryan Greene (Greene), a white male, to join Rohn and Cameron, LLC, effective January 1, 2008.

37. Defendant Rohn agreed to pay Greene a base salary and percentage of the net income of cases he litigated such that he was paid more income in his first year of employment with Rohn and Cameron, LLC than Plaintiff Cameron for the same year.

38. In mid-2009, Defendant Rohn filed an affidavit in several District Court matters in which she describes Greene as a "relatively inexperienced attorney."

39. Although Defendant Rohn stated that she considered Greene to be relatively inexperienced, she caused Rohn and Cameron, LLC to pay Greene more money in 2008 than was paid to Plaintiff Cameron, who was both a member and employee of defendant Rohn and Cameron, LLC.

40. Defendant Rohn, on account of plaintiff's race and ethnicity, treated Plaintiff Cameron less equitably than Defendant Carpenter and Greene, who are both white, when Defendant Rohn paid Plaintiff Cameron less than a fourth of the salary paid to those attorneys in 2008, and when she paid those attorneys a percentage of the fees in cases they litigated.

#### **The Accounting, Dissolution, Breach of Fiduciary Duties Counts**

41. In February 2003, Defendant Rohn was arrested at the Harold E. Rohlsen Airport and was subsequently arraigned on charges for possession with intent to distribute marijuana, a felony charge under the Title 14 of the Virgin Island Code.

42. With a felony charge looming, Defendant Rohn, to protect her practice urged Plaintiff Cameron to become her law partner. Defendant Rohn unilaterally began referring to Plaintiff Cameron as her law partner to members of the community.

43. Finally, in and around November 2003, Plaintiff Cameron agreed to become a law partner with Defendant Rohn, provided certain conditions were met. One of those conditions was the recognition of Plaintiff Cameron's sweat equity and performance of a management role for the previous five (5) years, from 1998 to 2003. Plaintiff Cameron demanded that same sweat equity be assigned a monetary value.

44. In December 2003, Defendant Rohn announced to the staff at an end-of-the-year meeting that the Law Office of Lee Rohn would now be known as "Rohn and Cameron." Defendant Rohn, unbeknownst to Plaintiff Cameron, then had stationary printed with the letterhead bearing "Rohn and Cameron." Plaintiff Cameron pulled the stationary as there had been no meeting of the minds as to the essential terms of the partnership.

45. Sometime in 2004, the Plaintiff Cameron and Defendant Rohn discussed the formation of a partnership form of business association. Defendant Rohn retained an attorney to draft the Partnership Agreement for herself and Plaintiff Cameron.

46. In or about November 2004 substantially all the terms of the Partnership Agreement had been agreed to and the Partnership Agreement was to be finalized.

47. Pursuant to the written, but unsigned, Partnership Agreement, Defendant Rohn and Plaintiff Cameron agreed that Defendant Rohn would own seventy percent (70%) and Plaintiff Cameron would own thirty percent (30%) of their law practice.

48. Defendant Rohn and Plaintiff Cameron further agreed that all cases from the Law Office of Lee J. Rohn, which were opened from January 1, 2000, onward, would be transferred to Rohn and Cameron, LLC and subject to the Rohn (70%) / Cameron (30%) split.

49. Under the written but unsigned Partnership Agreement, Plaintiff Cameron was not required to make an initial monetary contribution to Rohn and Cameron, LLC as her membership

interest of Rohn and Cameron, LLC was based on the sweat equity she contributed to the Law Office of Lee J. Rohn after Attorney Cusick's departure from the Law Office of Rohn & Cusick; mainly for the period of January 2000 through December 2004.

50. The Partnership Agreement further provided that Plaintiff Cameron would receive a guaranteed base salary from Rohn and Cameron, LLC equal to the \$400,000 salary Plaintiff Cameron earned as an employee at the Law Office of Lee J. Rohn in 2004. The \$400,000 salary was in consideration for the work that Plaintiff Cameron would have to perform on all cases, including but not limited to cases opened prior to January 1, 2000.

51. The base salary of \$400,000 was a crucial and necessary requirement for Plaintiff Cameron to become a law partner with Defendant Rohn, because Plaintiff Cameron and Defendant Rohn agreed that neither Plaintiff Cameron nor Plaintiff Cameron, P.C. would be entitled to any share of the settlement fees of cases that existed prior to 2000. Further consideration for Plaintiff Cameron's base salary was the agreement that Rohn and Cameron, LLC would undertake the costs for all of the cases, including all operating costs. The operating costs of Rohn and Cameron, LLC included but were not limited to deposition fees, expert witnesses, etc., and were significant in dollar amount.

52. On or about January 1, 2005, Rohn and Cameron, LLC began operations with Plaintiff Cameron, P.C. and Rohn, P.C. as members of Rohn and Cameron, LLC.

53. An operating agreement to reflect the LLC form of organization was drafted but never signed. The operating agreement memorialized the oral discussions and agreements between Plaintiff Cameron and Defendant Rohn.

54. The operating agreement defined Defendant Rohn as the majority interest Member with right to make all major decisions of Rohn and Cameron, LLC, including, but not limited to

decisions regarding finances, tax matters and changes to the compensation or profit distribution of each Partner/Member.

55. Accordingly, Plaintiffs entrusted Defendant Rohn with providing accurate accounting and financial information about the partnership.

56. The Partnership/Membership Agreement (hereinafter "the 2004 Partnership Agreement"), served later as the Operating Agreement for Rohn and Cameron, LLC.

57. Despite the express agreement between Plaintiff Cameron and Defendant Rohn, and Defendant Rohn, P.C., Plaintiff Cameron did not receive a guaranteed base salary of \$400,000 in year 2005 as agreed to under the Operating Agreement.

58. As a consequence, the Operating Agreement was revised in year 2006 to allocate the unpaid \$400,000.00 salary, or the equivalent of Plaintiff Cameron's 2004 base salary, as the equity interest of Plaintiff Cameron, P.C., in Rohn and Cameron, LLC. This agreement is demonstrated in the 2005 tax return filed for Rohn and Cameron, LLC.

59. The majority of the cases that settled in 2005 were the same cases that were opened prior to January 2000, such that those cases did not generate any revenue for Rohn and Cameron, LLC. As such, Rohn and Cameron, LLC operated at a loss because of the substantial expenses incurred in funding the litigation of these cases.

60. Defendant Rohn, Defendant Rohn, LLC, and Defendant Rohn, P.C., never reimbursed Rohn and Cameron, LLC for the significant expenditures incurred to litigate the cases that were open prior to 2000. Defendants Rohn and Rohn, LLC obtained 100% of all of the fees from the cases settled in 2000.

61. During 2005 and 2006, Defendant Rohn and/or Defendant Rohn, LLC received one hundred percent (100%) of all settlement fees generated from cases existing prior to the year

2000. Additionally, during 2005 and 2006, Defendants Rohn, Rohn, P.C., and Rohn, LLC received one hundred percent (100%) of all of the settlement fees for the cases existing between 2000 and 2004. Defendants Rohn, Rohn, LLC, and Rohn, P.C. were supposed to assign a minimum of 30% of those fees to the new limited liability company - Rohn and Cameron, LLC.

62. Instead of assigning the agreed upon 30% share of the settlement fees as revenues to Defendant Rohn and Cameron, LLC, Defendants Rohn, Rohn, P.C., and Rohn, LLC made substantial unlawful and improper loans to Defendant Rohn and Cameron, LLC. In reality those loans were nothing more than fees generated from the settlement of cases between 2000 and 2004.

63. The settlement fees were the property of Rohn and Cameron, LLC.

64. These unauthorized loans ensured two things: 1) Plaintiffs would never benefit from the agreed upon assignment of 30% of fees, and 2) the loan caused the newly formed Rohn and Cameron, LLC to become chronically indebted to the Defendants Rohn, Rohn, P.C., and Rohn, LLC. In turn, Rohn and Cameron, LLC began incurring substantial losses from the first day of its operations.

65. Plaintiffs never agreed to these unauthorized and improper loans, especially considering that Defendants Rohn, Rohn, P.C., and Rohn, LLC have maintained a lucrative personal injury practice throughout the years when Plaintiff Cameron worked as an associate, and subsequently as managing attorney.

66. There is simply no reason for either Plaintiff Cameron or Plaintiff Cameron, P.C. to become partners with Defendant Rohn, or any of her legal entities, when in 2004, the year previous to the formation of Rohn and Cameron, LLC, Plaintiff Cameron was receiving a salary of \$400,000.

67. In effect, Defendant Rohn maliciously, intentionally, and knowingly deprived Plaintiff Cameron of the benefit of the agreement Plaintiff Cameron and Defendant Rohn, entered into, as evidenced by the terms of the unsigned agreement, by essentially saddling Plaintiffs with a debt ridden limited liability company from the outset, and by depriving Plaintiff Cameron of a secure salary that was central to Plaintiff Cameron's decision to form a limited liability company with Defendant Rohn, through Rohn, P.C.

68. As the managing partner, and later managing member of Rohn and Cameron, LLC, Defendant Rohn made all of the decisions regarding payments, distributions, of Rohn and Cameron, LLC.

69. Defendants Rohn, and Rohn, P.C. began repaying themselves \$2,000,000 in loans that were allegedly made by Defendant Rohn to Rohn and Cameron, P.C. but for which no evidence of same were ever entered on the office's QuickBooks Accounting program.

70. In reality, the loans Defendants Rohn, and Rohn, P.C. made were fraudulent as they were earnings from fee settlements owing and due to Defendant Rohn and Cameron, LLC. The intentional omission of not recording a \$2,000,000 liability on the books of Defendant Rohn and Cameron, LLC was a fraud perpetrated against the Plaintiffs to deprive Plaintiff Cameron from a guaranteed annual salary of \$400,000 that Plaintiff Cameron should have received annually since 2005. Under the guise of loan repayments, Defendants Rohn and Rohn, P.C. ensured that Rohn and Cameron, LLC would operate at chronic financial losses year after year since its inception, and be deprived of necessary liquidity.

71. On or about December 28, 2006, instead of receiving any distribution, Plaintiff Cameron, P.C., was asked to loan Rohn and Cameron, LLC the sum of \$30,000.00. That loan

was made on the representation of Defendant Rohn that no income was forthcoming to the firm during the year 2006.

72. Rohn and Cameron, LLC repaid the \$30,000.00 loan in full, but failed to pay interest accrued on the loan prior to repayment, depriving Plaintiff Cameron, P.C. of the time value of money.

73. On or about February 5, 2007, as Defendant Rohn, individually and through defendant Rohn, LLC, Plaintiff Cameron, P.C., loaned Rohn and Cameron, LLC the sum of \$50,000.00. That loan was ultimately repaid but without interest, depriving Plaintiff Cameron, P.C. of the time value of money.

74. On or about February 26, 2007, Plaintiff Cameron, P.C. loaned Rohn and Cameron, LLC the sum of \$65,000.00. That loan was repaid but without interest, depriving Plaintiff Cameron, P.C. of the time value of money.

75. During the period when the aforementioned loans were outstanding Rohn and Cameron, LLC was not making regular distributions to the Plaintiffs.

76. Plaintiff Cameron's health began to deteriorate as a result of the stress with respect to how funds generated by Rohn and Cameron, LLC was appropriated and applied. The stress caused significant weight gain, resulting in high blood pressure, despite always being fit and having normal blood pressure.

77. In or about August 2007, Rohn and Cameron, LLC settled a large number of cases. Defendant Rohn then caused Rohn and Cameron to immediately repay to Defendants Rohn and Rohn, LLC, more than \$800,000.00. That amount was then wired to an off-shore account.

78. This unauthorized and unlawful transfer of funds created a severe deficit for Rohn and Cameron, LLC and caused Plaintiff Cameron to seek termination of the Operating

Agreement. Additionally, Defendant Rohn and Defendant Rohn, P.C. failed to even provide the Plaintiffs an accounting of the settlement fees these cases generated.

79. Plaintiff Cameron pointed out to Defendant Rohn, that the revision to the Operating Agreement to not pay her a base salary equal to her 2004 salary, and still require Plaintiff Cameron to work on all cases and also require Rohn and Cameron, LLC to bear all operating costs, including the salary of all personnel who worked on those cases, essentially denied Plaintiff Cameron the benefit of the bargain as contemplated under the then 2004 original Partnership Agreement.

80. Plaintiff Cameron explained that if she is not to receive a base salary and if Rohn and Cameron, LLC continues to pay all costs associated with litigating the cases that benefited Defendants Rohn, Rohn, P.C., and Rohn, LLC, then Plaintiff Cameron, and Rohn and Cameron, LLC are essentially working for the foregoing Defendants Rohn, Rohn, P.C. and Rohn, LLC for no remuneration.

81. To ensure Plaintiffs association with Rohn and Cameron, LLC, during the end of 2007, and the beginning of 2008, Defendant Rohn agreed that all cases would belong to Rohn and Cameron, LLC retroactive to 2005, and that the capital accounts would be revised to determine each respective member's capital account.

82. To assist in obtaining the proper accounting revision, the accounting firm of James T. Carney, PLLC, through its sole Certified Public Accountant James T. Carney, CPA (õCarneyö) was engaged to restate the capital account and determine the proper interests of Plaintiffs Cameron and Cameron, P.C. and Defendants Rohn, Rohn, P.C. and Rohn, LLC.

83. In or about March 2008, Defendant Rohn and Plaintiff Cameron memorialized their understanding in an unsigned agreement to modify the terms of the Operating Agreement to

provide that all cases, and not just cases opened from January 1, 2000, would be transferred from Defendant Rohn, P.C. to Rohn and Cameron, LLC, effective January 1, 2005. Defendant Rohn then gave written instructions and notice to Carney and the accounting staff of Rohn and Cameron, LLC of the agreement to modify the Operating Agreement.

84. Plaintiff Cameron relied on these modifications to remain a member of Rohn & Cameron, LLC.

85. In February of 2008, Plaintiff Cameron demanded a meeting with Defendant Rohn to discuss significant issues that have been outstanding since 2006, mainly the unauthorized use of the operating account of Rohn and Cameron, LLC to pay the expenses that Defendant Rohn, individually and personally incurred for non-business personal expenses.

86. For example, Defendant Rohn, personally, intentionally and knowingly, approved payroll payments of approximately \$70,000 each year to her boyfriend, one Kefee Jackson. Defendant Rohn, improperly and without authorization from Plaintiff Cameron, used the operating account of Rohn and Cameron, LLC to pay her boyfriend's salary. Mr. Jackson never did any work for Rohn and Cameron, LLC. Further, Plaintiffs never agreed orally or in writing to pay Kefee Jackson. These unlawful, improper, and unauthorized payments eventually spanned a period of over four (4) years for a total \$280,000. Plaintiff Cameron's continuous objections to such payments were met with promises of corrections and adjustments where Mr. Jackson's payments would be re-categorized as profit distributions to the Defendant, and not wage expense on Rohn and Cameron, LLC's books and records.

87. Upon information and belief, these adjustments were never made to the books of Rohn and Cameron, LLC. Accordingly, Plaintiff Cameron lost the benefit of \$280,000 in available income to be distributed to the members of Rohn and Cameron, LLC.

88. Additionally, in 2005 and 2006, Plaintiff Cameron discovered Defendant Rohn was using Rohn and Cameron, LLC's office's American Express Platinum Credit Card account to purchase high cost personal goods valued at tens of thousands of dollars, and declaring them to be business expenses of Rohn and Cameron, LLC. When Plaintiff Cameron confronted Defendant Rohn about these personal expenses, Defendant Rohn promised to correct and properly categorize these payments as distributions of profits to Defendant Rohn. Upon information and belief, due to Defendant Rohn's conduct, the accounting books of Rohn and Cameron, LLC were never corrected, nor has Defendant Rohn ever reimbursed Rohn and Cameron, LLC for these substantial personal expenses.

89. In failing to properly categorize Defendant Rohn's unauthorized personal expenses, the available profits of Rohn and Cameron, LLC were understated. This, in turn, deprived Plaintiffs of their rightful share of profits due and owing.

90. The use of credit cards and the various accounts of Rohn and Cameron, LLC to defray the expensive personal life style of Defendant Rohn was a violation of the statutorily defined duties of LLC members toward one another, and contributed to the continuing illiquidity of Rohn and Cameron, LLC.

91. Further, Defendant Rohn repeatedly used the bank accounts of Rohn and Cameron, LLC to transfer funds to her various other wholly owned LLCs, such the Mount Victory, LLC, a limited liability company organized under the laws of the Virgin Islands, for the purpose of recreational horse racing.

92. Having used the Rohn and Cameron, LLC bank accounts for her personal gain, and having failed to correct the accounting records, and provide the Plaintiffs with the agreed upon

remuneration, Plaintiffs again threatened to walk away from Rohn and Cameron, LLC in 2008, and to seek its dissolution.

93. In March of 2008 Defendants Rohn, Rohn, P.C., and Rohn, LLC caused a substantial reduction of outstanding liability allegedly owed from Rohn and Cameron, LLC to Defendants Rohn, and Rohn, P.C. by withdrawing \$800,000.00 from Rohn and Cameron, LLC.

94. Plaintiffs and Defendant Rohn and Rohn, P.C. agreed that such amount be returned to Rohn and Cameron, LLC would be available for distribution and payment of salary to Plaintiff Cameron.

95. As such, the March 2008 revision to the operating agreement required filing amended tax returns for the years 2005 and 2006.

96. Defendants Rohn, Rohn, P.C. and Rohn and Cameron, LLC did not file the required amended tax returns upon the advice of Carney. Thus, the \$800,000 amount was never returned to Rohn and Cameron, LLC.

97. In October 2008, when the 2007 tax returns were to be filed, and the restatement of the capital accounts still were not completed, Plaintiff Cameron became increasingly stressed, and on October 20, 2008, Plaintiff Cameron passed out and crashed her car on the way to work when she suffered from an episode of vago-vasal syncope.

98. Carney was to perform the accounting evaluation to properly restate the members' capital accounts, to correct the accounting records and more importantly income tax returns of Rohn and Cameron, LLC.

99. On or about April 2009, Carney, represented to Plaintiff Cameron that his initial evaluations showed that when adjustments for taxes paid by Defendants Rohn, Rohn, P.C. and

Rohn, LLC were made, it appeared as though Plaintiffs Cameron and Cameron, P.C. would be entitled to a little over \$200,000.00.

100. Plaintiff Cameron disputed this amount, and pointed out that the tax return for the year 2007, as prepared by Carney, and filed by Defendants Rohn, Rohn, P.C. and Rohn, LLC, erroneously and fraudulently showed a distribution to Plaintiff Cameron, P.C. of \$869,000.00, overstating actual distribution to Plaintiff Cameron, P.C. by more than \$400,000.00.

101. Plaintiff Cameron informed Carney that under the circumstances, the tax returns for revenue generated in 2007 would have to be amended.

102. Subsequent to this discussion, Carney requested a meeting with Plaintiff Cameron and informed her that he made mistakes in his calculations of the taxes and requested that she indemnify his firm.

103. Carney committed suicide on July 27, 2009.

104. With Defendants Rohn and Rohn, P.C. engaging in constant accounting irregularities, failure to file proper amended tax returns, use of the office accounts for payment of significant personal expenses, failure to pay Plaintiff Cameron's yearly salary since 2005, and failure to properly adjust the capital accounts of Plaintiff Cameron, P.C.'s membership interest in Rohn and Cameron, LLC., Plaintiff Cameron advised that she would be leaving the employ of Rohn and Cameron, LLC at the end of 2008.

105. In a last attempt at keeping Plaintiffs from departing, in October 2008, Defendant Rohn and Plaintiff Cameron agreed that Rohn and Cameron, LLC would pay Plaintiff Cameron a weekly salary of \$5,000.00 for the entire year of 2008, amounting to a yearly salary of \$280,000.

106. As usual, Defendant Rohn immediately reneged on the agreement and did not pay Plaintiff Cameron her total salary for 2008 of \$260,000 as promised.

107. As such, Greene and Defendant Carpenter, employees of Rohn and Cameron, LLC, earned, upon information and belief, a higher salary in 2008 than Plaintiff Cameron.

108. With the continuing accounting irregularities, and fraudulent conduct by Defendant Rohn, in January 2009, Plaintiff Cameron called for the winding down and dissolution of Rohn and Cameron, LLC.

109. After Carney's death, Defendant Rohn refused to provide Plaintiffs with the proper accounting records of all the settled cases, explanation of the unauthorized loans, explanation of incorrect and the false tax return filed by Defendant Rohn indicating the distribution of \$869,000 were distributed to the Plaintiffs, when actual distribution was \$469,000.

110. Thus, by falsely overstating distribution to Plaintiff Cameron, P.C. by \$400,000, Defendant Rohn caused a considerable tax liability to be assigned to Plaintiff Cameron, P.C.

111. This has resulted in the Plaintiffs not being able to wind down and properly dissolve defendant Rohn and Cameron, LLC pursuant to the Virgin Islands' Uniform Limited Liability Act.

112. Upon information and belief, instead of properly winding down Rohn and Cameron, LLC, Defendant Rohn and Defendant Rohn, P.C., simply transferred the assets of Rohn and Cameron, LLC into a new entity called Rohn and Carpenter, LLC.

113. Additionally, substantial settlement funds were transferred to various trust accounts, including Defendant NLR Cotton Valley Trust, located in the Isle of Jersey, a foreign jurisdiction.

114. Defendant Rohn, Defendant Rohn, P.C. and Defendant Rohn, LLC, each or all, upon information and belief, are settlors, and beneficiaries of each of the Defendant trusts: NLR Cotton Valley Trust, and the ABC Trust.

115. Defendant Rohn failed to explain the necessity of transferring settlement funds belong to Defendant Rohn and Cameron, LLC to trusts outside of the United States.

**Unjust Enrichment: Mary Faith Carpenter, individually & Rohn and Carpenter, LLC**

116. Defendants Rohn, Rohn, P.C., Rohn, LLC and Rohn and Carpenter, LLC have been unjustly enriched in that the foregoing Defendants have unlawfully retained funds earned by and due to Rohn and Cameron, LLC. Those funds were the assets of Defendant Rohn and Cameron, LLC, and are subject to proper accounting and distribution to the members of Rohn and Cameron, LLC.

117. Additionally, Defendant Carpenter was unjustly enriched by assuming the financial and equity interest Plaintiffs had in Defendant Rohn and Cameron, LLC. With nothing more than the filing of new articles of organization, Defendants Rohn, Rohn, P.C., and Rohn, LLC, and Defendant Carpenter unjustly enriched themselves to the assets of the previous and yet to be dissolved Rohn and Cameron, LLC.

118. For example, as a thirty percent (30%) interest holder in Defendant Rohn and Cameron, LLC, Plaintiffs are entitled to a buyout of their interest, or the liquidation of all assets of Defendant Rohn and Cameron, LLC for proper distribution.

119. Defendant Rohn, individually, and by through her other entities (both known and unknown), Defendants Rohn, P.C. and Rohn, LLC have intentionally frustrated Plaintiffs efforts to receive a proper accounting of Plaintiffs' interests in Defendant Rohn and Cameron, LLC.

120. Moreover, Defendants Rohn, Rohn, P.C., and Rohn, LLC, Rohn and Carpenter, LLC, and Carpenter, individually, have been unjustly enriched by denying Plaintiffs' salary obligations in the amount of \$400,000 owing and due to Plaintiffs for the year 2007.

121. Defendants Rohn, Rohn, P.C., Rohn, LLC, Rohn and Carpenter, LLC, and Carpenter, individually, have been unjustly enriched in that the foregoing Defendants have failed to provide an accounting and retained all settlement funds from cases settled by Defendant Rohn and Cameron, LLC in 2008. These settlement funds were never accounted for and paid to the plaintiff in their respective shares.

**V. CAUSES OF ACTION**

**COUNT ONE: 42 USC §1981  
DISCRIMINATION ON BASIS OF EMPLOYMENT CONTRACT  
AGAINST DEFENDANTS LEE J. ROHN, ESQ., THE LAW OFFICE OF LEE J. ROHN,  
P.C. AND THE LAW OFFICE OF ROHN AND CAMERON, LLC**

122. Plaintiff Cameron repeats and incorporates each and every factual allegation contained in paragraphs 1 through 121 above.

123. Plaintiff Cameron is a member of a protected group.

124. Plaintiff Cameron was equally qualified as other white attorneys, had greater responsibilities than those attorneys, performed management duties not performed by those attorneys and was entitled to be treated the same as those attorneys and to share in the profits of Defendant Rohn, LLC.

125. Defendants Rohn and Rohn, LLC sought out, hired and agreed to compensate white attorneys and initially compensated white attorneys on substantially better terms than Plaintiff Cameron.

126. Defendants Rohn and Rohn, LLC failed to compensate Plaintiff Cameron equally as white attorneys were compensated when said Defendants reneged on the agreement to make

Plaintiff Cameron whole for the years 1999 ó 2004, to wit: by failing to assign a monetary value of \$400,000.00 as the capital contribution of Plaintiffs Cameron and Cameron, P.C. in Rohn and Cameron, LLC, notwithstanding the fact that the 2005 income tax return of Rohn and Cameron, LLC reflected an amount of \$400,000.00 in the capital account of Plaintiff Cameron, P.C.

127. Defendants Rohn and Rohn, LLC discriminated against Plaintiff Cameron, when in 2008 Plaintiff Cameron was paid substantially less than her white counterparts Greene and Defendant Carpenter.

128. Defendants Rohn and Rohn, LLC discriminated against Plaintiff Cameron when Plaintiff Cameron was denied a share of the fee on cases Plaintiff Cameron worked on, while Plaintiff Cameron's white counterparts were paid a fee on cases worked on by Plaintiff Cameron.

129. The above discriminatory acts and conduct of Defendants Rohn and Rohn, LLC constitute a violation The Civil Rights Act of 1866, 42 U.S.C. § 1981, which provides for the right of all persons within the jurisdiction of the United States and its Territories to the same right to make and enforce contracts, regardless of race or national origin.

130. As a direct and proximate result of the actions of Defendants Rohn, Rohn, LLC and Rohn and Cameron, LLC, Plaintiff Cameron has suffered pecuniary damages and will continue to suffer pecuniary damages in the future.

131. Based thereupon, Plaintiff Cameron is entitled to recover damages as set forth herein.

**COUNT TWO: CIVIL RICO  
VIOLATION OF THE RACKETEERING INFLUENCED & CORRUPT  
ORGANIZATION ACT, PURSUANT TO 18 U.S.C. §§ 1961, 1962(c) and 1964  
AGAINST LEE J. ROHN, INDIVIDUALLY**

132. Plaintiffs Cameron and Cameron, P.C. repeat and incorporate each and every factual allegation contained in paragraphs 1 through 131 above.

133. This Count is against Defendant Rohn.

**Illicit Enterprise:**

134. Defendant ABC Trust, is upon information and belief, a legal trust, and an enterprise for purposes of 18 U.S.C. §1962(c) whose activities affect interstate commerce. Defendant Rohn is the owner of that enterprise are employed by or associated with the enterprise.

135. Defendant NLR Trust is upon information and belief, a legal trust, and an enterprise for purposes of 18 U.S.C. §1962(c) whose activities affect interstate commerce.

136. Defendant Rohn is the owner of that enterprise and is associated with defendant NLR Trust.

**Predicate Acts:**

137. Defendant Rohn agreed to and did conduct and participate in the conduct of the respective enterprises' affairs through a pattern of racketeering activity and for the unlawful purpose of intentionally defrauding the Plaintiffs.

138. Specifically, Defendant Rohn knowingly and intentionally caused by way of electronic wire transferred substantial sums of funds belonging to Rohn and Cameron, LLC (with Plaintiffs Cameron and Cameron, P.C. both having an interest in said funds) to both defendants ABC Trust and NLR Trust on several occasions to deplete the assets of Rohn and Cameron, LLC, and to deprive Plaintiffs of their rightful share to those proceeds.

139. On information and belief, on or about December 19, 2007, Carney, at the direction of Defendant Rohn, caused wire transfers of funds that were payments due to Defendant Rohn and Cameron, LLC, to wit (the respective client's name is in parenthesis):

- a. \$219,761.765 (Client John Doe 1);
- b. \$186,428.33 (Client John Doe 2);
- c. \$186,428.33 (Client John Doe 3);
- d. \$219,761.76 (Client John Doe 4);

e. 186,428.33 (Client John Doe 5).

140. On information and belief, on or about December 19, 2007, but subsequent to the wire transfers listed above at paragraph 139, Defendant Rohn instructed an employee of the firm to wire \$800,000 to Defendant Rohn's trust (upon information and belief NLR Trust).

**Civil RICO Violation:**

141. Defendant Rohn's repeated use of wire transfers to move funds belong to Rohn and Cameron, LLC from United States, to such foreign jurisdictions as the Isle of Jersey, without the consent or authorization of the Plaintiffs were acts of wire fraud, and constituted a pattern of racketeering activity.

142. Pursuant to and in furtherance of their fraudulent scheme, Defendant Rohn committed multiple related acts of wire fraud in that Defendant Rohn voluntarily and intentionally devised or participated in a scheme to defraud Plaintiffs out of money, did so with the intent to defraud, and that it was reasonably foreseeable that interstate wire communications would be used; and that foreign wire communications affecting interstate commerce were in fact used to transfer settlement fees to the NLR Cotton Valley Trust Account to the Isle of Jersey.

143. The acts of Wire Fraud set forth above constituted a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5).

144. Defendant Rohn has directly and indirectly conducted and participated in the conduct of the enterprise's affairs through the pattern of racketeering and activity described above, in violation of 18 U.S.C. § 1962(c).

145. As direct and proximate result of Defendant Rohn's racketeering activities and violations of 18 U.S.C. § 1962(c), Plaintiffs have been injured in that Plaintiffs' capital interest in Rohn and Cameron, LLC was significantly reduced, the assets of Rohn and Cameron, LLC were

internationally eviscerated, and Plaintiff Cameron did not receive the agreed upon salaries for the years 2007 (\$400,000) and 2008 (\$260,000).

**COUNT THREE: CIVIL CICO  
VIOLATION OF THE CRIMINALLY INFLUENCED AND CORRUPT  
ORGANIZATIONS ACT PURSUANT TO 14 V.I.C. § 607  
AGAINST LEE J. ROHN, INDIVIDUALLY**

146. Plaintiffs Cameron and K. Glenda Cameron, P.C. repeat and incorporate each and every factual allegation contained in paragraphs 1 through 145 above.

147. This Count is against Defendant Rohn.

**Enterprise:**

148. The ABC Trust Fund is a legal trust, and an enterprise for purposes of 14 V.I.C. § 604(h). Upon information and belief, Defendant Rohn is the settlor and beneficiary of that enterprise, and as such is associated with that enterprise.

149. Defendant NLR Cotton Valley Trust is upon information and belief, a legal trust, and an enterprise for purposes of 14 V.I.C. § 604(h) whose activities affect interstate commerce, and furthers the commission of one of the enumerated predicate offenses pursuant to 14 V.I.C. § 604. Defendant Rohn is the settlor and beneficiary of that enterprise, and as such is associated with the enterprise.

Defendant Rohn agreed to and did conduct and participate in the conduct of the enterprise's affairs through a pattern of racketeering activity and for the unlawful purpose of intentionally defrauding Plaintiffs Cameron and Cameron, P.C. by secreting and transferring settlement fee income that was the property of Defendant Rohn and Cameron, LLC.

**Predicate Acts:**

150. Specifically: Defendant Rohn knowingly and intentionally by way of wire transferred

substantial sums of funds belonging to Rohn and Cameron, LLC to both the ABC Trust Fund and NLR Cotton Valley Trust on several occasions to deplete the assets of Rohn and Cameron, LLC.

151. On information and belief, on or about December 19, 2007, Carney, at the direction of Defendant Rohn, caused wire transfers of funds that were payments due to Defendant Rohn and Cameron, LLC, to wit (the respective client's name is in parenthesis):

- a. \$219,761.76 (Client John Doe 1);
- b. \$186,428.33 (Client John Doe 2);
- c. \$186,428.33 (Client John Doe 3);
- d. \$219,761.76 (Client John Doe 4);
- e. 186,428.33 (Client John Doe 5).

152. On information and belief, on or about December 19, 2007, but subsequent to the wire transfers listed above at paragraph 139, Defendant Rohn instructed an employee of the firm to wire \$800,000 to Defendant Rohn's trust (at this time unknown).

**Civil CICO Violation:**

153. Defendant Rohn's use of wire transfers to move settlement fees belonging to Rohn and Cameron, LLC from the USVI to such foreign jurisdictions as the Isle of Jersey, without the consent or authorization of the plaintiffs were acts of wire fraud, larceny, and embezzlement, all predicate acts under Section 607 of Title 14 of the Virgin Island Code.

154. Defendant Rohn, on several occasions, caused the transfer of substantial funds belonging to Rohn and Cameron, LLC to defendant NLR Cotton Valley Trust to conceal property in fraud of plaintiffs in violation of 14 V.I.C. § 832 (conveyance or concealment of property in fraud of creditors), such as to constitute a pattern of racketeering activity pursuant to 14 V.I.C. §604(e)(16).

155. Pursuant to and in furtherance of their fraudulent scheme, Defendant Rohn committed

multiple related acts of wire fraud in that Defendant Rohn voluntarily and intentionally devised or participated in a scheme to defraud plaintiffs out of money, did so with the intent to defraud, and that it was reasonably foreseeable that interstate wire communications would be used; and that interstate wire communications were in fact used to transfer settlement fees belonging to Rohn and Cameron, LLC to Defendant NLR Cotton Valley Trust Account in the Isle of Jersey, and Defendant ABC Trust.

156. The acts of wire fraud set forth above constitute a pattern of racketeering activity pursuant to 18 U.S.C. § 1961(5) and 14 V.I.C §604(e).

157. Defendant Rohn has directly and indirectly conducted and participated in the conduct of the enterprise's affairs through the pattern of racketeering and activity described above, in violation of 18 U.S.C. § 1962(c).

158. As direct and proximate result of Defendant Rohn's racketeering activities and violations, Plaintiffs have been injured in their business and property in that Plaintiff Cameron P.C.'s capital interest in Rohn and Cameron, LLC was significantly reduced, Rohn and Cameron, LLC's assets were eviscerated, and Plaintiff Cameron did not receive the agreed upon salaries for the years 2007 (\$400,000) and 2008 (\$260,000).

**COUNT FOUR: BREACH OF THE OPERATING AGREEMENTS  
AGAINST DEFENDANTS LEE J. ROHN, INDIVIDUALLY and LEE J. ROHN, P.C.**

159. Plaintiffs Cameron and Cameron, P.C. repeat and incorporate each and every factual allegation contained in paragraphs 1 through 158 above.

160. The actions of Defendants Rohn and Rohn, P.C., as described herein, constitute breaches of the Partnership/Operating Agreement in that Defendants Rohn and Rohn, P.C.:

- a. Failed to pay Plaintiff Cameron a guaranteed base salary of \$400,000 in 2005, 2006, and 2007 equal to what she earned in 2004;
- b. Failed to pay Plaintiff Cameron \$260,000 as base salary for the year 2008;
- c. Failed to account for and compensate Plaintiffs for their interest in all settlement fees derived from cases opened prior to January 1, 2000;
- d. Failed to perform an accounting for Defendant Rohn and Cameron, LLC; and to provide the Plaintiffs with the necessary books, records, and financial data to wind down and dissolve properly Rohn and Cameron, LLC.

161. As a direct and proximate result of said breach by Defendants Rohn and Rohn, P.C., Plaintiffs Cameron and Cameron, P.C. have suffered pecuniary damages and will continue to suffer pecuniary damages in the future.

162. Based thereupon, Plaintiffs are entitled to recover damages as set forth herein.

**COUNT FIVE: BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING  
AGAINST DEFENDANTS LEE J. ROHN, INDIVIDUALLY and LEE J. ROHN, P.C.**

163. Plaintiffs Cameron and Cameron, P.C. repeat and incorporate each and every factual allegation contained in paragraphs 1 through 162 above.

164. The action of Defendants Rohn and Rohn, P.C., as described herein, constitute breach of the implied covenant of good faith and fair dealing in that defendant Rohn failed to perform her duties as Manager of Rohn and Cameron, LLC in good faith, denied Plaintiffs Cameron and Cameron, P.C. the following rights as members of Defendant Rohn and Cameron, LLC:

- a. Access to Rohn and Cameron, LLC's books and records;
- b. Proper reflection/recording in Rohn and Cameron, LLC's books and record reflecting a value of \$400,000 in Plaintiff Cameron's capital account;

c. Caused fraudulent income tax records and schedules to be issued and filed with the Government of the Virgin Islands, Bureau of Internal Revenue showing a false distribution of \$400,000 to Plaintiff Cameron, P.C.;

d. Failed to pay the yearly salary of Plaintiff Cameron in the amount of \$400,000 for the years 2006 and 2007 for a total of \$800,000;

e. Failed to pay the 2008 salary of \$260,000 to Plaintiff Cameron.

165. As a direct and proximate result of the actions of Defendants Rohn and Rohn, P.C., Plaintiffs Cameron and Cameron, P.C. have suffered pecuniary damages and will continue to suffer pecuniary damages in the future.

166. Based thereupon, Plaintiffs Cameron and Cameron, P.C. are entitled to recover damages as set forth herein.

**COUNT SIX: BREACH OF FIDUCIARY DUTY  
AGAINST LEE J. ROHN, INDIVIDUALLY and LEE J. ROHN, P.C**

167. Plaintiffs Cameron and Cameron, P.C. repeat and incorporate each and every factual allegation contained in paragraphs 1 through 166 above.

168. Defendants Rohn and Rohn, P.C. had and continue to have, a duty of care and loyalty to Rohn and Cameron, LLC, and to Plaintiff Cameron, P.C. as a member of Rohn and Cameron , LLC.

169. Defendant Rohn breached her duty of care when Defendant Rohn paid for personal expenses out of the accounts of Rohn and Cameron, LLC.

170. Defendant Rohn breached her duty of care when Defendant Rohn transferred over eight hundred thousand (\$800,000.00) of funds belonging to Rohn and Cameron, LLC to an offshore trust or account.

171. Defendant Rohn breached her duty of care when Defendant Rohn caused fraudulent income tax returns to be filed with the Government of the Virgin Islands, Bureau of Internal Revenue and failed to amend income tax returns later determined to contain inaccurate and misleading information.

172. As a direct and proximate result of the actions of Defendants Rohn and Rohn, P.C., Plaintiffs Cameron and Cameron, P.C. have suffered pecuniary damages and will continue to suffer pecuniary damages in the future.

173. Based thereupon, Plaintiffs Cameron and Cameron, P.C. are entitled to recover damages as set forth herein.

**COUNT SEVEN: CONVERSION  
AGAINST LEE J. ROHN, INDIVIDUALLY, LEE J. ROHN, P.C., THE LAW OFFICES  
OF ROHN AND CARPENTER, LLC, and CARPENTER**

174. Plaintiffs repeat and incorporate each and factual allegation contained in paragraphs 1 through 173 above.

175. Plaintiff Cameron's personal services was a significant and valuable contribution to Defendants Rohn and Rohn and Cameron, LLC and was agreed to be reflected on the books and records of Rohn and Cameron, LLC as a capital account contribution.

176. Pursuant to the Operating Agreement, Plaintiffs Cameron and Cameron, P.C. had/have an interest in the cases transferred by Defendant Rohn to Rohn and Cameron, LLC.

177. Defendants Rohn, Rohn, P.C., Rohn, LLC, Rohn and Carpenter, LLC, and Carpenter failed to compensate Plaintiffs Cameron and Cameron, P.C. for the legal services rendered in the cases that were improperly transferred to Rohn and Carpenter, LLC, and as such the Defendants named in this paragraph have been unjustly enriched.

178. As a direct and proximate result of the actions of Defendants Rohn, Rohn, P.C., Rohn, LLC, Rohn and Carpenter, LLC, and Carpenter, Plaintiffs have suffered pecuniary damages and will continue to suffer pecuniary damages in the future.

179. Based thereupon, Plaintiffs are entitled to recover damages as set forth herein.

**COUNT EIGHT: DECLARATORY RELIEF  
PURSUANT TO 5 V.I.C. § 1261  
AGAINST LEE J. ROHN, INDIVIDUALLY, LEE J. ROHN, P.C., and  
LAW OFFICE OF LEE J. ROHN, LLC**

180. Plaintiffs Cameron, individually, and Cameron, P.C., as a Member of Rohn and Cameron, LLC, repeat and incorporate each and every factual allegation contained in paragraphs 1 through 179 above.

181. The actions of Defendants Rohn, as described herein, constitutes misrepresentation in that Defendant Rohn represented to Plaintiff Cameron that she would receive a guaranteed salary in 2005 that was equal to her 2004 salary, that Rohn and Cameron, LLC would pay Plaintiff Cameron's self-employment tax in 2005, that Plaintiff Cameron would be compensated for the vacations days she did not use while an employee of Rohn, LLC and Rohn and Cameron, LLC.

182. The actions of Carney as described herein, constitutes misrepresentation in that Carney (made at the Direction of Defendant Rohn or made based on information provided by Defendant Rohn to Carney that Defendant Rohn knew or should have known was false, incorrect, or materially misleading) supplied false information to Plaintiff Cameron as to the amount of money owed to Defendants Rohn, Rohn, P.C., and Rohn and Cameron, LLC.

183. Further, Carney (made at the Direction of Defendant Rohn or made based on information provided by Defendant Rohn to Carney that Defendant Rohn knew or should have known was false, incorrect, or materially misleading) also misrepresented the distributive share

of items of income, loss, and deductions arising from Rohn and Carpenter, LLC to Plaintiff Cameron. This misrepresentation came by virtue of incorrect Schedule K-1s that were issued to Plaintiff Cameron, P.C. as a member in Rohn and Cameron, LLC in years 2005 through 2008.

184. Additionally, Carney (made at the Direction of Defendant Rohn or made based on information provided by Defendant Rohn to Carney that Defendant Rohn knew or should have known was false, incorrect, or materially misleading) misrepresented to Plaintiff Cameron as to the need to amend the 2005 and 2006 tax returns (Form 1065) of Rohn and Cameron, LLC, and in turn the need to amend the income tax returns of Plaintiffs Cameron and Cameron, P.C.

185. The representations made by Defendant Rohn, are now, and, when made, were false, and Defendant Rohn knew the representations to be false at the time they were made.

186. In justifiable reliance on the representations of Defendant Rohn, Plaintiff Cameron entered into an Operating Agreement with Defendant Rohn.

187. In justifiable reliance on the representations of Defendant Rohn, Plaintiff Cameron unwittingly filed tax returns containing inaccurate and fraudulent information.

188. There is a real and actual controversy between Plaintiffs and Defendant Rohn & Cameron, LLC regarding whether the 2005, 2006, 2007 and 2008 income tax returns should be amended.

189. Thus, Plaintiffs pray for a judgment declaring that the 2005, 2006, 2007 and 2008 income tax returns of Rohn and Cameron, LLC, must be amended so that Plaintiffs Cameron and Cameron, P.C. can receive amended Schedule K-1s and file the appropriate amended tax returns.

**COUNT NINE: UNJUST ENRICHMENT  
AGAINST LEE J. ROHN, INDIVIDUALLY, LEE J. ROHN, P.C., LAW OFFICE OF  
ROHN & CARPENTER, LLC, and MARY FAITH CARPENTER, INDIVIDUALLY**

190. Plaintiffs repeat and incorporate each and every factual allegation contained in paragraphs 1 through 189 above.

191. In failing to properly account for the fee income due and owing to Rohn and Cameron, LLC, Defendants Rohn, Rohn, P.C., Rohn and Carpenter, LLC and Carpenter unjustly enriched themselves.

192. By reason of the foregoing, Defendants Rohn, Rohn, P.C., Rohn and Carpenter, LLC, and Carpenter have been unjustly enriched and Plaintiffs Cameron and Cameron, P.C. are entitled to restitution.

**COUNT TEN: FRAUDULENT CONVEYANCE/CONSTRUCTIVE TRUST  
PURSUANT TO 28 V.I.C. § 210  
AGAINST LEE J. ROHN, INDIVIDUALLY, LEE J. ROHN, LLC, LEE J. ROHN, P.C.,  
ROHN AND CARPENTER, LLC, THE ABC TRUST, NLR COTTON VALLEY TRUST,  
and UNKNOWN TRUSTS 1-10**

193. Plaintiffs repeat and incorporate paragraph 1 through 192 of the complaint.

194. All property that Defendants Rohn, Rohn, P.C., Rohn, LLC, and Rohn and Cameron, LLC have unlawfully transferred to Defendant Rohn and Carpenter, LLC for nominal or no consideration constitutes fraudulent transfers of assets belonging to Plaintiffs. Thus, said Defendants will remain unjustly enriched unless a constructive trust in favor of Plaintiffs is imposed on the transferred assets.

195. Defendants Rohn and Rohn, P.C., and upon information and belief, Rohn and Carpenter, LLC unlawfully and improperly caused to be wired substantial sums of settlement fees duly belonging to Rohn and Cameron, LLC (and thus subject to accounting and distribution

in Plaintiff's favor) to Defendants NLR Cotton Valley Trust, ABC Trust, and other Unknown Trusts.

196. NLR Cotton Valley Trust is upon information and belief located in the Isles of Jersey, a foreign jurisdiction.

197. The transfer of these substantial funds to trust accounts in foreign and domestic jurisdictions amounted to fraudulent conveyance in light of Plaintiff's lawful claims.

**COUNT ELEVEN: DETERMINATION OF DISTRIBUTIONAL INTEREST  
PURSUANT TO 13 V.I.C. § 1702  
AGAINST LEE J. ROHN, P.C. and LEE J. ROHN, INDIVIDUALLY**

198. Plaintiff repeats and incorporates the factual allegations contained in paragraphs 1 through 197 of the complaint.

199. As a result of Defendants Rohn and Rohn, P.C.'s conduct, continued operation of Rohn and Cameron, LLC became impracticable.

200. Plaintiff provided notice to Defendant Rohn and Rohn, P.C. of their intent to dissociate from Rohn and Cameron, LLC for purposes, of among other things, to restate the capital accounts of each member for purposes of determining the value of distributional share of each member.

201. Defendants Rohn, and Rohn, P.C. failed to provide the proper records to obtain proper valuation of each member's interest.

202. Additionally, Defendants Rohn, and Rohn, P.C. failed to determine the fair value of Plaintiff's distributional share as of the date of Plaintiff's dissociation from defendant Rohn & Cameron, LLC

203. Pursuant to 13 V.I.C. § 1702, Plaintiff requests that this count be treated as an action for the determination of the distributional share of Plaintiff Cameron, P.C.

**COUNT TWELVE: JUDICIAL DISSOLUTION  
PURSUANT TO 13 V.I.C. § 1801**

204. Plaintiffs repeat and incorporate the allegations contained in paragraphs 1 through 203 of the complaint.

205. Defendants Rohn and Rohn, P.C. failed to provide the necessary financial information to Plaintiffs to unlawfully frustrate Plaintiffs' attempt to wind down and dissolve Defendant Rohn and Cameron, LLC.

206. Defendants Rohn and Rohn, P.C. have engaged in conduct relating to Rohn and Cameron, LLC's business that makes it not reasonably practicable to carry on with the Plaintiffs the business of Rohn & Cameron, LLC.

207. As a result, it is not otherwise reasonably practicable to carry on Rohn and Cameron, LLC's business in conformity with the articles of organization and the operating agreement.

208. Defendants Rohn, and Rohn, P.C. have failed to purchase the Plaintiff Cameron, P.C.'s distributional interest as required by 13 V.I.C. § 1701.

209. Defendant Lee Rohn as a majority manager-member, through Rohn, P.C., which controls all financial and management aspects of Rohn and Cameron, LLC have acted and remain acting in a manner that is illegal, oppressive, fraudulent, and unfairly prejudicial to Plaintiffs.

210. Pursuant to 13 V.I.C. § 1801, Plaintiffs are entitled to petition the court for judicial decree forcing the dissolution of Rohn and Cameron, LLC.

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**VI. RELIEF REQUESTED**

**WHEREFORE**, Plaintiffs pray for legal and equitable relief as follows:

1. Compensatory Damages;
2. Punitive Damages;
3. Treble Damages;
4. An Accounting;
5. A full accounting of all proceeds deposited in Defendant NLR Trust, Defendant ABC Trust, and any other Trust or legal entity involved in the receipt of funds belonging to Rohn and Cameron, LLC;
6. The dissolution of Defendant NLR Trust and Defendant ABC Trust;
7. Imposition of a constructive trust on the assets of Defendants in an amount equal to the value of the property transferred to defendants for less than fair consideration;
8. Prejudgment attachment pursuant to 5 V.I.C. § 251 for the direct payment of monies in the form of salaries owed to Plaintiffs for the years 2007 and 2008;
9. Plaintiffs requests that this Court determine Plaintiffs' distributonal interest in Rohn and Cameron, LLC and order the Defendant Rohn and Rohn, P.C., to distribute said interest to Plaintiffs;
10. Dissolution of Rohn and Cameron, LLC;
11. Pre and Post Judgment Interest according to law;
12. Costs and Fees incurred in this action; and
13. Any other relief the Court may deem just and proper.

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K. Glenda Cameron, Esq., et al. v. Lee J. Rohn, Esq., et al.  
Civil No.: 10-cv-00126 COMPLAINT Page 39 of 39

Respectfully Submitted,

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