

opposition on November 20, 2013, and requested the Court to reconsider its Amended Order entered on November 18, 2013.¹¹

¹¹ On November 18, 2013 the Court entered an Order on Dr. Wright-Francis's November 6, 2014 Motion to Amend, two (2) days before the fourteen (14) day statutory period for Mr. Francis to respond ended, pursuant to Rule 15(b)(3) of the Federal Rules of Civil Procedure. Mr. Francis filed his opposition to the Motion to Amend on November 20, 2013.

[21]** Having reviewed the parties conflicting requests, the Court vacated its November 18, 2013 Order because it found that the parties' settlement **[*11]** agreement lacked mutual assent since the parties could not agree on the method of payment. The parties also claimed that they would incur injury if payment was not made as each requested. The Court determined that the parties negotiated and accepted the agreement based on two (2) different interpretations of its terms. As a result, this matter was scheduled for trial. Subsequently, Mr. Francis moved the Court on February 12, 2014 for permission to return to the marital homestead since his existing apartment poorly accommodated him and his daughter for their monthly visitation and Dr. Wright-Francis had recently purchased property on St. Thomas.

THE PARTIES' ARGUMENTS

Mr. Francis advised the Court that he is solely responsible for the mortgage on 1B-29 Estate Solberg.¹² Mr. Francis also informed the Court that he paid all of the household expenses without any contribution from Dr. Wright-Francis and continues to pay those expenses. He also claims that he has made payments on the balance owed to Balbo for construction work on IB-29 Estate Solberg.

¹² The mortgage for the Solberg property stipulates that only Mr. Francis signed the promissory note despite both parties being listed on the document **[*12]** as "Borrower."

Mr. Francis seeks a portion of Dr. Wright-Francis' current and future earnings since he claims that he supported her financially while she completed medical school in 1992. As a result, Mr. Francis asserts that Dr. Wright-Francis' medical license is marital property which is divisible like the parties' other assets.

Additionally, Mr. Francis contends that Dr. Wright-Francis' net worth is Two Million One Hundred Three Thousand, Eight Hundred Fifty Seven Dollars and Twenty Four Cents (\$2,103,857.24). He claims that his net worth is One Million One Hundred Nine Thousand, Nine Hundred Twelve Dollars and Eighty Two Cents (\$1,109,912.82). Mr. Francis seeks Four Hundred Ninety Six Thousand Dollars (\$496,000.00), to make his **[**22]** net worth equal to Dr. Wright-Francis.¹³ Mr. Francis also expressed a willingness to rescind his request, if Dr. Wright-Francis relinquishes her interest in the marital homestead.

¹³ If the Court were to add both of the parties' purported net worth, divide them in half, and then subtract Mr. Francis' individual net worth it would amount to \$496,000.00.

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