

For Publication

IN THE SUPREME COURT OF THE VIRGIN ISLANDS

JAHLEEJAH LOVE PEACE d/b/a)	S. Ct. Civ. No. 2019-0057
NATURAL LIVITY KULCH SHOP &)	Re: Super. Ct. Civ. No. 47/2015 (STT)
JUICE BAR,)	
Appellant/Plaintiff,)	
)	
v.)	
)	
BANCO POPULAR de PUERTO RICO,)	
Appellee/Defendant.)	
)	

On Appeal from the Superior Court of the Virgin Islands
Division of St. Thomas & St. John
Superior Court Judge: Hon. Michael Dunston

Argued: October 13, 2020
Filed: September 16, 2021

Cite as: 2021 VI 15

BEFORE: **RHYS S. HODGE**, Chief Justice; **MARIA M. CABRET**, Associate Justice; and
IVE ARLINGTON SWAN, Associate Justice.

APPEARANCES:

Ronald E. Russell, Esq.
The Russell Law Firm, LLP
St. Croix, U.S.V.I.
Attorney for Appellant,

Alex M. Moskowitz, Esq.
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Attorney for Appellee.

OPINION OF THE COURT

SWAN, Associate Justice

¶1 Appellant Jahleejah Love Peace (“Love Peace”) appeals the Superior Court’s dismissal of her misrepresentation and intentional interference with business relations claims. For the reasons elucidated below, we affirm the Superior Court’s judgment.

I. FACTS AND PROCEDURAL HISTORY

¶2 In 2010, Love Peace opened a business with a physical location on Main Street in St. Thomas, U.S. Virgin Islands for her long-standing vendor retail and food-service business. She named the establishment Natural Livity Kulcha Shop and Juice Bar (“Natural Livity”) and filed documents to make the business a limited liability company. In 2012, Love Peace applied to Banco Popular de Puerto Rico (“Banco Popular”) for a business loan to fund an expansion to the second and third floors of the building that Natural Livity occupied. However, Banco Popular denied Love Peace’s 2012 loan request. In September 2013, Love Peace applied to Banco Popular for a business credit card with a \$50,000 limit. In October 2013, Banco Popular approved Love Peace’s request and issued to Natural Livity a Visa Advantage Business Credit Card with a \$10,000 credit limit. In February 2014, Love Peace sent a letter to Banco Popular Vice President Daren Brown requesting an increase in Natural Livity’s credit limit from \$10,000 to \$50,000. In March 2014, Banco Popular notified Love Peace that her request to increase Natural Livity’s credit limit had been approved and she needed to sign documents at the offices of Banco Popular to obtain the increase. In April 2014, Love Peace executed the documents for Natural Livity’s increased credit line. Referencing the imposition of a UCC-1 lien on all of Natural Livity’s business assets, the

credit increase documents included a business loan agreement, commitment letter, closing summary, and security agreement.

¶3 In July 2014, Love Peace applied to the Virgin Islands Economic Development Authority (“EDA”) for a \$50,000 business loan. EDA denied her loan application because of Banco Popular’s first priority UCC-1 lien on Natural Livity’s business assets. Love Peace claimed that EDA’s denial was the first time she learned of Banco Popular’s lien because she failed to properly read the credit increase documents executed in April 2014. In October 2014, Love Peace contacted Banco Popular to request removal of the lien. In December 2014, Banco Popular Senior Vice President Oran Bowry sent Love Peace a letter that offered to remove the lien and return Love Peace to a \$10,000 unsecured credit limit if she paid the December 8, 2014 credit card balance of \$45,386. Ultimately, Love Peace failed to remit the outstanding balance and Banco Popular maintained the UCC-1 lien. In March 2015, EDA approved Love Peace’s \$50,000 business loan and took a second priority lien on Natural Livity’s business assets.

¶4 In January 2015, Love Peace filed a four count complaint in Superior Court against Banco Popular alleging misrepresentation (count one), fraud (count two), breach of contract (count three), and intentional interference with business relations (count four). On May 19, 2016, Banco Popular moved for summary judgment on all counts. On December 14, 2016, the Superior Court entered an order that granted Banco Popular’s motion for summary judgment on Love Peace’s breach of fiduciary duty claim which was one basis for the breach of contract allegation. However, the court preserved the remainder of the breach of contract claim and denied Banco Popular’s motion for summary judgment on the other causes of action. The litigation proceeded to a bench trial. On May

29, 2019, after a bench trial, the Superior Court issued an order that dismissed the remaining claims in Love Peace’s complaint. On June, 28, 2019, Love Peace perfected the instant appeal.

II. JURISDICTION

¶5 “The Supreme Court [has] jurisdiction over all appeals arising from final judgements, final decrees, and final orders of the Superior Court.” 4 V.I.C. § 32(a). “An order that disposes of all claims submitted to the Superior Court is considered final for the purposes of appeal.” *Jung v. Ruiz*, 59 V.I. 1050, 1057 (2013) (citing *Matthew v. Herman*, 56 V.I. 674, 677 (2012)). Because the Superior Court’s May 29, 2019 order disposed of all claims submitted for adjudication, the order is final and we exercise jurisdiction over Love Peace’s appeal.

III. STANDARD OF REVIEW

¶6 We review the trial court’s factual findings for clear error and exercise plenary review over its legal determinations. *Thomas v. People*, 63 V.I. 595, 602-03 (2015) (citing *Simmonds v. People*, 53 V.I. 549, 555 (2010)).

IV. DISCUSSION

A. Misrepresentation

¶7 On appeal, Love Peace argues the Superior Court erred when it dismissed her misrepresentation claim. We begin our analysis with a brief review of the law of misrepresentation.

¶8 Legally, misrepresentation appears in two distinct legal areas— contracts and torts. In torts, misrepresentation involves assertions of fraud or deceit where the plaintiff seeks damages for the

purported wrongdoing. *Wilkinson v. Wilkinson*, 70 V.I. 901, 908 (V.I. 2019). In contracts, misrepresentation may enable a plaintiff to rescind a contract which the plaintiff was fraudulently induced to execute. *Id.* Although the elements of both claims are similar, there are sometimes subtle distinctions that warrant a decision on which form of misrepresentation applies to a particular case. *Id.*

¶9 In this case, Love Peace seeks more than two million dollars in damages. In *Wilkinson*, we explained that where a claimant seeks only to rescind an underlying contract based on an alleged misrepresentation, entitlement to that relief is determined according to the law of contracts, but where the claimant seeks damages arising from the misrepresentation, such a claim sounds in torts, rather than contracts. *Id.* at 907-08 ¶9 (recognizing that where a party “does not request damages” but only seeks to rescind portions of an agreement based on a claimed misrepresentation, that party’s claim “is governed by contract law rather than tort law”). Thus, the law of torts rather than contracts applies to Love Peace’s misrepresentation claim.

¶10 Notably, although our *Wilkinson* decision discussed misrepresentation sounding in contracts, we have not previously addressed the issue of fraudulent misrepresentation sounding in torts; therefore, a *Banks* analysis is warranted. *Machado v. Yacht Haven U.S.V.I., LLC*, 61 V.I. 373, 380 (V.I. 2014). Although the Superior Court did not expressly perform a *Banks* analysis in this case, it cited to an earlier Superior Court decision in *Merchants Commercial Bank v. Oceanside Village, Inc.*, 64 V.I. 3 (V.I. Super. Ct. 2015). In that case, the Superior Court, after conducting a *Banks* analysis, determined that the best rule for the Virgin Islands would be to define fraudulent misrepresentation as:

[A] misrepresentation of fact, opinion, intention, or law that [the

defendant] either knew or had reason to know was false, and that was made for the purpose of inducing [the plaintiff] to act or refrain from acting on it, together with a pecuniary loss caused by [the plaintiff's] justifiable reliance on the misrepresentation.

Id. at 21-22.

¶11 We largely agree with this analysis. Regarding the first *Banks* factor—which common law rule Virgin Islands courts have applied in the past—courts have predominately defined fraudulent misrepresentation as a misrepresentation of a material¹ fact, opinion, intention, or law that the defendant either knew or had reason to know was false, and that was made for the purpose of inducing the plaintiff to act or refrain from acting on it, together with a pecuniary loss caused by plaintiff's justifiable reliance on the misrepresentation.² Similarly, regarding the second *Banks* factor, courts across other jurisdictions have largely applied similar definitions.³ And, with respect

¹ In *Merchants*, the Superior Court did not expressly state that the misrepresentation be of a material fact, even though it recognized that the definition of fraud includes a materiality requirement and that most jurisdictions have expressly adopted the materiality standard. 64 V.I. at 17-18. However, since the *Merchants* court stated that it intended to “capture[] the essence of the term ‘fraudulent’ . . . and ensure that this Court is not altering the scope of liability for fraudulent misrepresentation that has existed for some time in this jurisdiction,” it is clear that it nevertheless intended to incorporate the materiality requirement. *Id.* at 22.

² See *Merchants Commercial Bank v. Oceanside Village, Inc.*, 64 V.I. 3, 22 (V.I. Super. Ct. 2015); see also *Island Insteel Systems v. Waters*, 296 F.3d 200, 212 (3d Cir. 2002) (citing Restatement (Second) of Torts § 525); *Arvidson v. Buchar*, 71 V.I. 277, 358 (V.I. Super. Ct. 2019); *Gerald v. R.J. Reynolds Tobacco Co.*, 68 V.I. 3, 50, 108 (V.I. Super. Ct. 2017); *Canton v. Virgin Islands Humanities Council*, No. ST-12-CV-279, 2017 WL 3203443, at *10 (V.I. Super. Ct. July 26, 2017) (unpublished); *Harbison v. Auto Depot, LLC*, No. ST-2016-CV-0000146, 2017 WL 2267000, at *4 (V.I. Super. Ct. May 24, 2017) (unpublished); *Gov't of the V.I. v. Takata Corp.*, 67 V.I. 316, 414-16 (V.I. Super. Ct. 2017); *Isaac v. Crichlow*, 63 V.I. 38, 62 (V.I. Super. Ct. 2015).

³ E.g. *Sexton v. Bass Comfort Control, Inc.*, 63 So. 3d 656, 662 (Ala. Civ. App. 2010); *Riley v. Hoisington*, 96 S.W.3d 743, 749 (Ark. 2003); *Goldstein v. Enoch*, 248 Cal. App. 2d 891, 895 (Cal. Ct. App. 1967); *Nielson v. Scott*, 53 P.3d 777, 779 (Colo. App. 2002); *Brzoska v. Olson*, 668 A.2d 1355, 1366 (Del. 1995); *Howard v. Riggs Nat'l Bank*, 432 A.2d 701, 706 (D.C. 1981); *Butler v. Yusem*, 44 So.3d 102, 105 (Fla. 2010); *Deutz-Allis Credit Corp. v. Bakie Logging*, 824 P.2d 178, 182 (Idaho Ct. App. 1992); *Neurosurgery & Spine Surgery, S.C. v. Goldman*, 790 N.E.2d 925, 933 (Ill. App. Ct. 2003); *Lloyd v. Drake Univ.*, 686 N.W.2d 225, 233 (Iowa 2004); *Smith v. Stephens*, 940 P.2d 68, 69 (Kan. Ct. App. 1997); *Sys. Eng'g & Sec., Inc. v. Sci. & Eng'g Ass'ns, Inc.*, 962 So. 2d 1089, 1091 (La. Ct. App. 2007); *Maine Eye Care Assocs. P.A. v. Gorman*, 890 A.2d 707, 711 (Me. Ct. App. 2006); *Pavement Restoration Eng'g, Inc. v. Patterson Indus. Ltd.*, No. 041632, 2008 WL 442515, at *1 (Mass. Super. Jan. 23, 2008) (unpublished); *Hoyt Properties, Inc. v. Prod. Res. Grp., L.L.C.*, 736 N.W.2d 313, 318 (Minn. 2007); *Droz v. Trump*, 965 S.W.2d 436, 441 (Mo. Ct. App. 1998); *Williams v. E. Coast Sales, Inc.*, 298 S.E.2d 80, 82 (N.C. Ct. App. 1982).

to the third—and most important—factor, this definition of fraudulent misrepresentation is the soundest rule for the Virgin Islands because the “longstanding and widespread acceptance of these traditional principles” in the Virgin Islands and elsewhere “best promotes the interests of justice and equity,” with there being “no reason to deviate from that practice now.” *Wilkinson*, 70 V.I. at 913. Thus, to prevail in her fraudulent misrepresentation claim, Love Peace was required to demonstrate that (1) Banco Popular misrepresented a material fact, opinion, intention, or law; (2) that it knew or had reason to believe was false; (3) and was made for the purpose of inducing Love Peace to act or refrain from acting; (4) which Love Peace justifiably relied on; and (5) which caused Love Peace a pecuniary loss. *See Nat’l Union Fire Ins. Co. of Pittsburg, Pa. v. Cont’l Ill Corp.*, 654 F. Supp. 316 n. 3 (N.D. Ill. 1987) (same); *Cinema Scene Mktg. & Promotions, Inc. v. Calidant Capital, LLC*, No. 2:16-CV-2759-JAR, 2017 WL 3730475, at *5 (D. Kan. Aug. 30, 2017) (unpublished) (same); *Fort Wash. Res., Inc. v. Tannen*, 858 F. Supp. 455, 459 (E.D. Penn. 1994) (explaining the misrepresentation element for fraudulent misrepresentation may be satisfied by false information communicated directly or indirectly by the nondisclosure of material facts); *Arvidson*, 77 V.I. at 359 (explaining that a defendant’s fraudulent misrepresentation must be the cause-in-fact and the proximate cause of the plaintiff’s pecuniary loss) (citing the Restatement (Second) of Torts §§ 546 and 548A).

¶12 In this case, Love Peace contends that Banco Popular unilaterally changed her request for an increase in Natural Livity’s credit limit to a secured line of credit. (Appellant’s Br.13). Consequently, she argues that Banco Popular misrepresented the transaction as a credit line increase rather than a secured line of credit with Natural Livity’s business assets as security for the

augmented line of credit. However, the documents Love Peace executed in April 2014 undeniably confirmed that Banco Popular had approved an increased line of credit for Natural Livity secured by a UCC-1 lien on the business's assets. Unequivocally, Banco Popular never communicated to Love Peace any false information or failed to disclose any pertinent facts about the transaction. Significantly, Banco Popular provided Love Peace with eight or nine documents numbering more than 20 pages that iterated and reiterated the terms by which it offered to increase Natural Livity's credit limit. (J.A. Vol. II 312, 318).

¶13 Importantly, Love Peace comes before this Court seeking to expunge or nullify the financial obligations she owes to Banco Popular. Although Love Peace failed to challenge the Superior Court's dismissal of her breach of contract claim, she asserts numerous contentions to support her misrepresentation claim that may be better suited to rescind the contract. Specifically, Love Peace argues an increased credit limit did not warrant imposition of a UCC-1 lien under Banco Popular's rules and her failure to properly read the documents she executed in April 2014 justifies their rescission and an award to her of more than two million dollars in damages. (Appellant's Br. 13-16). However, the record irrefutably demonstrates that Banco Popular routinely employed liens to secure its interests on all types of credit transactions. *See* J.A. Vol. II 349, 419-20; Vol. III, Part 6 609, 622. Therefore, Banco Popular's implementation of a lien for a credit card, line of credit, or any credit instrument was not atypical and definitely an option the bank had in order to protect its interests.

¶14 Regarding Love Peace's failure to fully read the credit increase documents executed in April 2014, it is axiomatic that a party's failure to properly read a contract before executing it does not nullify the contractual terms contained in the document because the terms remain binding on

the individual who failed to read the contract. *See Del Raso v. United States*, 244 F.3d 567, 570 (7th Cir. 2001) (explaining that courts have long required contracting parties to act with reasonable prudence by reading the document prior to signing it because failure to read a contract is not grounds for rescinding it unless the failure is justified by special circumstances); *AGK Sierra de Montserrat, L.P. v. Comerica Bank*, No. 2:15-CV-01280-KJM-DB, 2020 WL 5107617, at *6 (unpublished) (E.D. Cal. Aug. 31, 2020) (“In rare cases, failure to read a contract can be excusable, where a [party] offers evidence sufficiently explaining such a failure.”); *Desert Outdoor Adver. v. Super. Ct.*, 196 Cal. App. 4th 866, 872 (2011) (“A cardinal rule of contract law is that a party’s failure to read a contract, or to carefully read a contract before signing it is no defense to the contract’s enforcement.”); *Matter of Carpe Diem 1969, LLC*, No. 2017-56, 2019 WL 3413841, at *8 (unpublished) (D.V.I. July 29, 2019) (explaining that the Third Circuit has opined that a litigant remained bound by a waiver regardless of whether he read the waiver because he was given the opportunity to do so, and that it made no difference if a plaintiff had ample time to review the waiver or just the opportunity to review it).

¶15 Essentially, Banco Popular was not obligated to ensure that Love Peace read or comprehended every term in the credit increase documents because she was obligated to read them herself and each party represented its own interest in the arm’s length transaction. *See In re U.S. Med., Inc.*, 531 F.3d 1272, 1277 n.4 (10th Cir. 2008) (“An arm’s length transaction is ‘[a] transaction in good faith in the ordinary course of business by parties with independent interests. . . . The standard under which unrelated parties, each acting in his or her own best interest, would carry out a particular transaction.’”) (citations omitted); *Jo-Ann’s Launder Ctr., Inc. v. Chase Manhattan Bank, N.A.*, 854 F.Supp 387, 392 (D.V.I. 1994) (explaining there is a presumption in a

borrower/bank transaction that each party operates at arm's length and represents its individual interests); *In re Torpey*, No. 19-13577, 2020 WL 2485765, at *6 (unpublished) (E.D. Mich. Apr. 30, 2020) (explaining factors that determine the existence of an arm's length transaction in borrower/bank context include whether the loan was secured, the borrower's credit worthiness, the lender's diligence in investigating borrower's credit status, the existence of written documents, and recorded security agreements). Moreover, Banco Popular never coerced or forced Love Peace to sign the documents. Additionally, Love Peace could have taken the loan documents to a lawyer to review before signing them, if she did not understand them. Therefore, her failure to properly read the credit increase documents executed in April 2014 is not grounds to substantiate her misrepresentation claim or rescind the contract.

¶16 Even if Love Peace's failure to read the credit increase documents supported her misrepresentation claim, there is ample evidence in the record that she had the opportunity to review the documents after she signed them as well as the opportunity to reject Banco Popular's offer within fifteen days after she received it if she did not use the credit card. Specifically, despite Love Peace's contrary testimony, Natural Livity's bookkeeper and manager Khalilah Jasmine Copeland, and Banco Popular's Commercial Relationship Officer, Sterling Knight, both testified that Knight gave Love Peace and Copeland copies of the credit increase documents after Love Peace executed them at the offices of Banco Popular. (J.A. Vol. II 418; Vol. III, Part 5 580). Copeland, who accompanied Love Peace to execute the documents, testified they reviewed the documents two or three days after the execution because Love Peace wanted to isolate the provisions that related to the \$800 transaction fee and \$25 lien fee. (J.A. Vol. III, Part 5 582-83). During the document review, Copeland or Love Peace could have observed that the Visa Business

Agreement (exhibit 5) contained a clause on the last page under the subheading “Miscellaneous Provisions” that enabled Love Peace to reject Banco Popular’s credit offer within fifteen days after she received it if she did not use the card. (J.A. Vol. II 240). Thus, Love Peace read the documents several days after they were executed and could have identified the escape clause in the Visa Business Agreement which would have absolved her of any liability to Banco Popular under its terms, especially if she disavowed the contractual terms on which the bank’s offer was predicated. Accordingly, we lack a viable reason to reverse the Superior Court’s judgment regarding Love Peace’s misrepresentation claim.

B. Intentional Interference with Existing Contracts

¶17 On appeal, Love Peace also challenges the Superior Court’s dismissal of her intentional interference with business relations claim. As we did above, we commence our analysis with a review of the law of intentional interference.

¶18 However, before our review of the law of intentional interference, we must establish the elements on which the cause of action rests because this is the first time we are presented with an issue that involves the claim. As indicated above, a *Banks* analysis is required when this Court’s prior jurisprudence or the Virgin Islands Code fails to establish the elements of particular cause of action. *Wilkinson*, 70 V.I. at 907. With respect to first two factors, multiple Virgin Islands courts,⁴

⁴ *Donastorg v. Daily News Publ’g Co.*, 63 V.I. 196, 283 (V.I. Super. Ct. 2015); *Gov’t Guarantee Fund of Republic of Finland v. Hyatt Corp.*, 955 F.Supp. 441, 452 (D.V.I. 1997); *Schrader-Cooke v. Gov’t of Virgin Islands*, No. CV SX-16-CV-655, 2019 WL 7985407, at *9 (V.I. Super. Ct. Dec. 6, 2019); *Gerard v. Dempsey*, 70 V.I. 363, 367 (V.I. Super. Ct. 2019) (unpublished); *Remak v. Virgin Islands Water & Power Auth.*, No. ST-15-CV-662, 2017 WL 204924, at *1 (V.I. Super. Ct. Jan. 10, 2017) (unpublished); *Kiwi Constr., LLC v. Pono*, No. ST-2013-CV-011, 2016 WL 213037, at *4 (V.I. Super. Ct. Jan. 15, 2016) (unpublished); *Merchants Commercial Bank v. Oceanside Vill., Inc.*, 64 V.I. 3, 30 (V.I. Super. Ct. 2015); *Sorber v. Glacial Energy VI, LLC*, No. CIVIL ST-10-CV-588, 2013 WL 6184064, at *5 (V.I. Super. Ct. Nov. 22, 2013) (unpublished).

as well as the courts of the overwhelming majority of other jurisdictions,⁵ have recognized the elements of this cause of action as requiring: (1) the existence of a contract between the plaintiff and a third party; (2) that the defendant knew of that contract; (3) that the defendant interfered with the contract using improper means or with an improper motive; and (4) that the plaintiff was damaged as a result. Given the widespread acceptance of this rule, we see no reason to deviate from it, and believe it to represent the soundest rule for the Virgin Islands. *Wilkinson*, 70 V.I. at 913. Therefore, to prevail on her interference with existing business relations claim, Love Peace was required to demonstrate that (1) a contract existed between her and a third party; (2) Banco Popular knew of that contract; (3) Banco Popular interfered with the contract using improper means or with an improper motive; and (4) Love Peace was damaged as a result.

¶20 In this case, Love Peace's appellate brief delineates the elements of a claim for intentional interference with existing contracts, but mentions the purpose for intentional interference with prospective business relations. (Appellant's Br. 17). Regardless, although Love Peace discussed the claim of intentional interference with existing contracts in the proposed findings of fact and conclusions of law which were filed in the Superior Court in June 2018, Love Peace's failure to include the claim in her complaint meant that the issue was not fairly presented to the Superior Court and was not properly preserved for appellate review. (J.A. Vol. I 59). *See* V.I. R. APP. P.

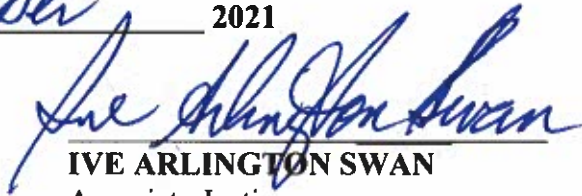
⁵ *See Edward Vantine Studios v. Fraternal Composite Serv.*, 373 N.W.2d 512, 514 (Iowa Ct. App. 1985); *Eldeco, Inc. v. Charleston Cnty. Sch. Dist.*, 642 S.E.2d 726, 480 (S.C. 2007); *Foster v. UPMC South Side Hosp.*, 2 A.3d 655, 665 (Pa. Super. Ct. 2010); *Slater Numismatics, LLC v. Driving Force, LLC*, 310 P.3d 185, 189 (Colo. App. 2012); *Deflon v. Swayers*, 137 P.3d 577, 583 (N.M. 2006); *MRC Permian Co. v. Point Energy Partners Permian LLC*, 624 S.W.3d 643, 664 (Tex. Ct. App. 2021); *Splash, LLC v. Shullman Family Ltd. P'ship*, 51 N.Y.S.3d 852, 859 (N.Y. Gen. Term 2017); *Loren v. Church Mut. Ins. Co.*, 452 P.3d 418, 424-25 (Okla. 2019); *Bilimoria Computer Sys., LLC v. America Online, Inc.*, 829 N.E.2d 150, 156 (Ind. Ct. App. 2005); *Meridian Mortg., Inc. v. First Hawaiian Bank*, 122 P.3d 1133, 1142 (Haw. Ct. App. 2005); *J.J. Indus., LLC v. Bennett*, 71 P.3d 1264, 1267 (Nev. 2003); *Finch v. Southside Lincoln-Mercury, Inc.*, 685 N.W.2d 154, 162 n.8 (Wis. Ct. App. 2004); *see also* Restatement (Third) of Torts § 17 (2020).

4(h). Because Love Peace failed to adequately raise below the issue of Banco Popular’s intentional interference with her existing vendor contracts, we deem the issue waived. *See St. Thomas-St. John Board of Elections v. Daniel*, 49 V.I. 322, 335 (V.I. 2007) (“[A]bsent exceptional circumstances, an issue not raised in the [trial] court will not be heard on appeal.”) (citations omitted).

V. CONCLUSION

¶21 Because Love Peace fails to demonstrate that Banco Popular misrepresented any aspect of the April 2014 credit increase process and she is deemed to have waived the issue of Banco Popular’s intentional interference with her existing contracts, we affirm the Superior Court’s judgment.

Dated this 16th day of September, 2021


IVE ARLINGTON SWAN
Associate Justice

ATTEST:
VERONICA J. HANDY, ESQ.
Clerk of the Court

By: 
Deputy Clerk II

Date: 9/16/21