

## Energy Office Hit With Lawsuit After Deferring Job Offer That Prompted Man to Sell Possessions and Move States

**Carlson Swafford says he sold his belongings, moved out of state, and gave up insurance to start work at the Virgin Islands Energy Office — only to be told the offer was deferred the day before his first day. He is suing for at least \$100,000 in damages.**

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Kyle Fleming, director of the V.I. Energy Office, is being sued by a former job candidate who claims a promised position was deferred the day before his start date, causing significant financial and emotional hardship. By. V.I. LEGISLATURE.

A man who says he sold and donated his household belongings after receiving a job offer from the Virgin Islands Energy Office is now suing after he says Kyle Fleming, VIEO director, deferred the offer a day before his scheduled start date.

According to court records, Carlson Swafford says that he began applying for jobs last year, and by early April 2025 he had been selected to attend an initial video interview with VIEO. A second interview followed, and on June 17 he was offered the role of Distributed Energy Technologies Program Director. According to the civil complaint, the job was “an enticing opportunity to dramatically enhance” Mr. Swafford's career, and came with an attractive salary and benefits. He accepted the next day.

Because the job was to be performed in person, Mr. Swafford said that he and his family began preparing to relocate from Vermont to St. Croix. Having shifted focus to the move and his new job prospect, Mr. Swafford reportedly stopped applying for jobs and attending interviews, in favor of completing the onboarding process as guided by the VIEO Human Resources manager. A “new hire employment package” containing enrollment documents for retirement benefits, a loyalty statement and his acceptance letter was completed and mailed back to VIEO by June 30.

On the same day, he and his wife declined to renew their medical insurance coverage provided by her employer, since according to the lawsuit, they decided to rely on the coverage being provided from Mr. Swafford's new job.

In early July, VIEO reportedly informed Mr. Swafford that they had received his documents, and he then began liquidating his household furnishings in anticipation of the move to St. Croix. Following a yard sale, he donated the remainder for the items over the course of July, while awaiting a phone call with VIEO Director Kyle Fleming to discuss starting the job remotely. That phone call was scheduled for July 30, as was a second call with another VIEO official to discuss the role and his eventual relocation.

According to the complaint, those calls took place as scheduled. “Given the significant background research required,” the complaint says, Mr. Fleming agreed that it would be appropriate for Mr. Swafford to begin working remotely before relocating to the Virgin Islands. They spent about 75 minutes discussing those logistics and other job-related matters, Mr. Swafford says.

The next day, Mr. Swafford and his wife terminated the lease on their Vermont apartment, and began the process of moving to a relative's house in Tennessee, where he expected to continue the remote onboarding process while his wife provided support to a family member about to undergo a “life-altering” medical procedure.

During the first week of August, Mr. Swafford says he emailed Mr. Fleming expressing concerns about funding for the job he had been hired for. The VIEO reportedly responded with assurances that there was no reliance on any one particular funding source. There was “flexibility in funding support,” Mr. Fleming reportedly claimed, and that was that, until August 22 when Mr. Swafford said he emailed Mr. Fleming to confirm his start date of August 25.

A day before he was supposed to begin his new job, Mr. Swafford reportedly received a reply from Mr. Fleming stating that his role was “deferred.”

According to the lawsuit, the news distressed Mr. Swafford severely, as he had by then missed out on over two months of job hunting because he was relying on the promise of employment by VIEO. A few days later, he says he reached out to Mr. Fleming again for clarification, reminding

him of the money and effort expended thus far in preparing to take up the role. He emailed again in early September, but reportedly received no response once again.

He began applying for jobs again on September 2, but Mr. Swafford claims that he spent several days paralyzed with anxiety, “unable to eat, sleep or shower.” Physical symptoms manifested as “extreme nausea, stress headaches, and depression so severe as to cause physical pain,” the lawsuit claims.

Weeks later, Mr. Fleming reportedly reached out to schedule a call for September 16. That call, according to the complaint, resulted in a verbal offer of future employment, however with no definitive timeline as to when work would begin.

Mr. Swafford says he continued living out of his relative's spare room and applying for jobs, watching his credit score tumble over 100 points due to a lack of the expected salary. On October 2, the licensed attorney decided to send Mr. Fleming a demand letter “seeking redress for the injuries caused by Defendants’ conduct,” the complaint states. “This was an exercise of Plaintiff’s constitutional right to petition the government for a redress of grievances,” the lawsuit argues.

Mr. Fleming responded to the demand letter about a week later. The response contained “a settlement offer that failed to constitute a good-faith effort to make Plaintiff whole,” the lawsuit alleges. Further, the response reportedly included language stating that VIEO had been considering alternate employment for Mr. Swafford, but had changed their minds following the receipt of his demand letter. This was “explicit retaliation for Plaintiff’s protected activity,” the lawsuit claims.

Mr. Swafford is suing Mr. Fleming in his individual and official capacities, based on promises (promissory estoppel) made by Mr. Fleming as director of the government agency. Mr. Swafford claims that Mr. Fleming negligently made misrepresentations to him and those alleged broken promises and misrepresentations caused him financial losses and emotional distress.

He is asking the court to award him at least \$100,000 in total damages, plus costs and litigation expenses. As of press time, Mr. Fleming has not yet filed a response to the complaint.