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Golden Testifies Stephanie Barnes Knew Government Money Was Being Used to Finance Barnes's Personal Expenses

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Anne Golden, left, and Stephanie Barnes, right. By. V.I. CONSORTIUM

Former V.I. Casino Control Commission (VICCC) chairperson Anne Golden was subpoenaed and testified on Monday at the Almeric L. Christian Federal Building on St. Croix before District Court Chief Justice Robert Molloy. Ms. Golden admitted to conspiring with Stephanie Barnes to defraud the government. The day ended with Ms. Golden's testimony, and it was expected that Tuesday's court session would continue with additional testimony and cross-examination of Ms. Golden.

Ms. Golden was [recently released from prison](#) after serving time for theft of government funds and failing to file an income tax return. On Dec. 8, the federal government in its opening statement Wednesday said that evidence will show Ms. Barnes was a willing partner with Ms. Golden in a conspiracy to steal both local and federal money, as well as filing a false tax return in violation of Virgin Islands law.

Several times, Assistant U.S. Attorney Jill Koster asked Ms. Golden if she thought her actions in relation to fraudulent spending and Barnes's contract terms were appropriate. Each time, she responded and said, "In retrospect, no." That response was pointedly followed up by Attn. Koster asking, "Who benefited from this?" Each time, Ms. Golden responded, "Ms. Barnes."

Ms. Golden was also asked whether or not Ms. Barnes knew that she was using government funds—either in the form of VICCC credit cards or checks — to pay for Ms. Barnes's personal vehicle repairs, new vehicle, paid dependent travel, countless dinners, car rentals, hotel accommodations, several trips, and more. Ms. Golden confirmed, "Yes, she was told."

In the instance of Ms. Barnes's vehicle expenses, Ms. Golden paid upwards of \$10,000 on vehicular repairs for Ms. Barnes' personal vehicle, a 2007 Jeep Wrangler. Ms. Golden said that she was only trying to help Ms. Barnes as she needed reliable transportation to perform the duties of her job and commute with her son with a disability. Although work invoices at a St. Croix auto repair shop were billed to Ms. Barnes and Ms. Golden, neither party utilized their personal finances to settle the bill. Instead, Ms. Golden utilized government funds.

"Did she ever offer to repay for funds used to pay for car expenses?" Attn. Koster asked. To this, Ms. Golden responded, "No."

Eventually, Ms. Golden said that Ms. Barnes was without a vehicle altogether and came to Golden requesting that Golden help her co-sign on a loan to purchase a vehicle. Both parties agreed that once Ms. Barnes paid the \$10,000 down payment, Golden would assist Barnes in getting a USAA loan towards a 2016 Jeep Wrangler off the lot at Caribbean Auto Mart. The total value of the Jeep was about \$43,000 and both Barnes and Golden's names are affixed to the title, as presented in evidence. Ms. Golden testified that she did this with the understanding that Ms. Barnes would pay on the note for a monthly payment of \$639 thereafter; however, Golden said that Barnes never did, so she continued to pay on the car note so it didn't go into default.

Contract Terms

The secretly negotiated contract between VICCC and Barnes' company ABC Behavioral Consulting Services, LLC was called into question on Monday. The contract itself was backdated to April 2015 although it was created and signed sometime after January 16, 2016. According to Golden's testimony, a formal job posting was not done, and Golden said that she believed if she coined the contract an 'Emergency Retention Agreement' that she wouldn't have to put the job out for bid. She did not speak to the board or any other staff about this agreement because she didn't want the outcome to be different, with someone else in the position that Barnes held. Golden testified that Barnes didn't want anyone to know about the conditions as well.

The following are some of the contract terms: Barnes was to be paid a one-time payment of \$65,000 to provide training, outreach, and create a problem gambling campaign, according to Golden's testimony and evidence. According to Golden, the intent was to pay Barnes that amount annually. Barnes requested that her son accompany her during travel. This was done at the expense of the Government of the V.I. She was to be paid \$250-\$350 per hour for verbal and written consultation as the Certified Gambling Specialist and \$200-\$300 per hour for time spent

performing duties of the ADA Consultant.

Reflecting on the contract terms, Ms. Golden said, “In retrospect, this is not reasonable, but those were the conditions proposed by Ms. Barnes.” When Attn. Koster asked if Barnes can be persuasive and persistent, Golden said, “ Yes. Very.”

Was Barnes qualified for the position prior to hire? According to documents in evidence, Barnes began her employment at the VICCC in April 2015. However, she did not obtain her master’s degree in Applied Behavioral Analysis until June 2016 and received her problem gambling certificate in September 2015.

Upon hiring, Golden testified that she knew Barnes was not qualified to hold her position, but she believed that Barnes could be trained. Therefore, another term of the contract was paying for Barnes’ education.

Additional testimony from Golden is expected to continue today.

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