IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED
January 30, 2026 06:27 PM
SX-2026-CV-00068
TAMARA CHARLES
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

STONEHOUSE JUNCTION, LLC, Plaintiff, v. ALLENTON BROWNE and, PHOENIX STX, LLC, Defendant.	)	Case No. SX-2026-CV-_____ Action for Emergency TRO, Preliminary Injunction, Permanent Injunction and Damages

COMPLAINT

Stonehouse Junction, LLC, a Virgin Islands limited liability company ("**Plaintiff**"), files this *Complaint* against Allenton Browne ("**Defendant Browne**") and Phoenix STX, LLC ("**Defendant Phoenix**" and, together with Defendant Browne, "**Defendants**") and alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff is the true, lawful and record owner of Parcel No. 1 Estate Mt. Welcome (as more fully described below, the "**Property**"). Defendant Browne is continually trespassing on the Property and blocking Plaintiff's contractors to exit the Property. On January 27, 2026, when Defendant Browne was attempting to order Plaintiff's workers off the Property, Plaintiff called the Virgin Islands Police Department ("**VIPD**") for assistance. Upon VIPD's arrival, Defendant showed VIPD a paper that Defendant Browne claimed gives him a right in the Property. VIPD thereafter stated that the parties' dispute is a civil matter and VIPD would not get involved, except that VIPD ordered Plaintiff's contractors to depart from the Property for the remainder of the day.

2. Defendant Browne has continued to trespass on the Property and block Plaintiff's use, possession and enjoyment thereof. In addition, Defendant Browne's acts have caused and continue to cause Plaintiff to suffer damages.

3. Plaintiff thus respectfully requests an emergency temporary restraining order and preliminary injunction, enjoining Defendants from entering onto the Property or from interfering with Plaintiff's rights in and to the Property, including but not limited to Plaintiff's access to, possession and usage of the Property. Plaintiff also respectfully requests a permanent injunction granting the same relief, damages arising out of Defendant Browne's acts described herein, and attorneys' fees and costs.

PARTIES

4. Plaintiff is a Virgin Islands limited liability company duly formed and existing in good standing under the laws of the Virgin Islands.

5. Defendant Browne is an individual and, upon information and belief, a citizen of the Virgin Islands and resident of the island of St. Croix.

6. Defendant Phoenix STX, LLC is, upon information and belief, a Virgin Islands limited liability company owned and/or controlled by Defendant Browne.

JURISDICTION & VENUE

7. The Court has jurisdiction over the subject matter of the above-captioned civil action (this "**Action**") pursuant to 4 V.I.C. § 76.

8. Venue is proper in the Division of St. Croix pursuant to 4 V.I.C. § 78 because Defendants are located on St. Croix, the subject matter of this Action arises out of and relates to real property situated on St. Croix and bad acts that occurred and continue to occur on St. Croix, all witnesses are located on St. Croix and Defendants may be served on St. Croix.

FACTUAL BACKGROUND

9. Plaintiff is the true, lawful, and record owner of the Property. The conveyance of the Property to Plaintiff was/is in writing, signed by the person granting and transferring the Property to Plaintiff, and such writing was executed with all formalities as are required by law.

10. Plaintiff purchased the Property for value without notice of any rights, claims or equities of others against the Property.

11. Defendants, or either of them, are trespassing on the Property and blocking Plaintiff's access to the Property.

A. Plaintiff Owns the Property.

12. Plaintiff took title to the Property pursuant to the *Warranty Deed* made January 7, 2026 (the "**Deed**"), by and between Nestor A. Paraliticci, Trustee of the Nestor A. Paraliticci Trust dated April 17, 2002 (the "**Paraliticci Trustee**"), as "Grantor" thereunder, and Plaintiff, as "Grantee" thereunder. The Property is fully described in the Deed as:

> Parcel No. 1 Estate Mt. Welcome, Eastend Quarter "A", St. Croix, U.S. Virgin Islands, consisting of 0.83 U.S. acres more or less, as more fully shown on OLG Drawing No. 5860 dated June 13, 2007,
>
> Together with any improvements, tenements, hereditaments, and appurtenances thereunto belonging.

A true and correct copy of the Deed is attached as **Exhibit A**.

13. The Deed is signed by the person who was the rightful owner of the Property at the time of execution, the Paraliticci Trustee. *See* Exhibit A.

14. Nestor A. Paraliticci (the Paraliticci Trustee) was of lawful age at the time he executed the Deed.

15. The Paraliticci Trustee's execution of the Deed was witnessed by two witnesses, both of whom subscribed their names to the Deed as witnesses. *See* Exhibit A.

16. The Paraliticci Trustee acknowledged his execution of the Deed before a licensed Virgin Islands notary, Attorney Flavia E. Logie (the "**Notary**") as provided in chapter 29 of title 3 of the Virgin Islands Code. *See* Exhibit A.

17. The Deed bears the Notary's certificate stating that the Deed was acknowledged before the Notary on January 7, 2026 by the Paraliticci Trustee. *See* Exhibit A.

18. The Deed bears the Certificate of Public Surveyor, certifying that the Property, described in the Deed, has undergone no changes with respect to boundary and area.

19. The Deed was received at the Office of the Recorder of Deeds in Christiansted, VI, on January 14, 2026.

20. The Deed was filed and recorded at the Recorder of Deeds on January 14, 2026, at 10:37 a.m., in Book 1780, at page 362, as Document No. 2026000102. *See* Exhibit A.

21. The Deed was recorded together with the *Real Property Tax Clearance Certificate* dated January 7, 2026, certifying that, in accordance with 28 V.I.C. § 121, as amended, there are no outstanding real property tax obligations for the Property, certified as true and correct by Brent A. Leerdam, the Virgin Islands Real Property Tax Collector.

B. Plaintiff Purchased the Property for Value Without Notice of Any Rights, Claims or Equities of Any Other Party To or Against the Property.

22. Plaintiff purchased the Property from the Paraliticci Trustee pursuant to an arm's length transaction, for the purchase price of $250,000, pursuant to a complete and mutually executed and delivered *Offer to Purchase* made on or about December 14, 2025 (the "**Contract**"). The Contract is attached as **Exhibit B**.

23. In connection with purchase and sale of the Property, the Paraliticci Trustee provided an affidavit, duly sworn according to Virgin Islands law (the "**Title Affidavit**"), deposed and stated, among other things, as follows: (i) there are no parties who have any interest or right

to claim an interest in the Property other than the Paraliticci Trustee; (ii) there are no facts known to the Paraliticci Trustee which could give rise to a claim being asserted against the Property; (iii) the Paraliticci Trustee did not enter into any agreement, contract, commitment or option for the sale, lease or mortgage of the Property, or any agreement, contract, commitment or option which otherwise affects the property. A copy of the Title Affidavit is attached as **Exhibit C**.

24. Before taking title to the Property, Plaintiff obtained a title insurance commitment letter from Island Title Services Corporation (the "**Title Commitment**") stating that, as of December 10, 2025, title to the Property was vested in the Paraliticci Trustee. A copy of the Title Commitment is attached as **Exhibit D**.

25. The Title Commitment was updated on January 8, 2026, carrying the effective date of the Title Commitment through January 9, 2026 at 4:00 p.m., and stating that there were no new liens or encumbrances to title as of that date (the "**Title Update**"). A copy of the Title Update is attached as **Exhibit E.**

C. Defendant's Trespass and Blockage of the Property.

26. On January 27, 2026, Defendant approached Plaintiff's contractors on the Property and told them to vacate the Property. Plaintiff called VIPD.

27. Upon VIPD's arrival, Defendant showed VIPD some papers. VIPD then told Plaintiff's contractors to leave the Property. VIPD then said that the dispute concerning the Property is a civil matter and left.

28. Upon information and belief, the papers that Defendant showed to VIPD may be a document that Defendant purports to be a deed to the Property on which either Defendant Browne or Defendant Phoenix is the purported grantee.

29. Even if either of the Defendants holds some sort of deed to the Property, it is ineffective against Plaintiff because (i) any such deed was not recorded with the Recorder of Deeds at the time the Deed was recorded, (ii) Plaintiff holds title pursuant to a duly recorded deed, and (iii) Plaintiff is an innocent purchaser and purchased the Property for value.

30. Defendant Browne has continued to trespass on the Property and, as of the date hereof, has placed stakes on the Property.

31. Plaintiff is in the midst of developing the Property for commercial use and has invested significant money in the Property, including but not limited to, the purchase price paid for the Property, surveys, contractors, plans and drawings, and professional fees.

COUNT I:

TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

32. Each of the foregoing allegations is incorporated as though fully set forth herein.

33. Plaintiff is the true, lawful and record owner of the Property.

34. The Paraliticci Trustee's conveyance of the Property to Plaintiff complies with applicable Virgin Islands law concerning conveyance of real property. *See* 28 V.I.C. §§ 41, 42, and 241.

35. Plaintiff purchased the Property for value without any notice of any rights, claims or equities of any other party to or against the Property. Any unrecorded deed that may exist is ineffective as to Plaintiff. *See* 28 V.I.C. § 124 ("Every conveyance of real property hereafter made within the Virgin Islands which is not filed for record shall be void against any subsequent innocent purchaser in good faith and for a valuable consideration of the same real property, or any portion thereof, whose conveyance is first duly recorded.").

36. Defendant Browne is trespassing on the Property and refuses to leave.

37. Defendant Browne is installing stakes on the Property, thereby damaging the Property, and representing himself and/or Defendant Phoenix as the owner of the Property.

38. Plaintiff has a reasonable probability of success on the merits of its claim for a permanent injunction: (i) Plaintiff owns the Property and (ii) Defendant Browne is trespassing on the Property and blocking Plaintiff's access thereto.

39. Plaintiff will be irreparably harmed if Defendants, or either of them, are permitted to continue trespassing on the Property and otherwise committing bad acts intended to falsely show Defendants' or either of their possession and ownership of the Property, such as installing stakes on the Property.

40. Defendant Browne, either as an individual or as a representative of Defendant Phoenix has intentionally entered onto the Property without Plaintiff's permission.

41. The Property is unique.

42. Defendant Browne, either as an individual or as a representative of Defendant Phoenix, remains on the Property despite being obligated to leave.

43. Defendant Browne, either as an individual or as a representative of Defendant Phoenix, is placing things on the Property without Plaintiff's permission.

44. Plaintiff is suffering the loss of use and enjoyment of its Property resulting from Defendants', or either of their, trespass on the Property.

45. Plaintiff is potentially exposed to potential liability as the result of Defendant's, or either of their, activities on the Property.

46. Granting a temporary restraining order and preliminary injunction, as requested in the motion filed together herewith, will not result in greater harm to Defendants because neither

of the Defendants own the Property and neither of the Defendants has any right or interest in the Property.

47. Granting a temporary restraining order and preliminary injunction is in the public interest because, among other things, such orders will protect the public interest in ownership, possession, and control of one's own property, a right fundamental to Virgin Islands and United States law. Additionally, no public activities will be halted by a temporary restraining order nor would there be any other harm to the public because Plaintiff owns the Property and has the right, among a bundle of other rights, to exclusively possess, use and enjoy the Property.

COUNT II: PERMANENT INJUNCTION

48. Each of the foregoing allegations is incorporated as though set forth herein.

49. For the reasons stated above, Plaintiff will suffer irreparable injury without judgment enjoining Defendants from trespassing on the Property.

50. For the reasons stated above, the injury that will be suffered by Plaintiff without a permanent injunction outweighs any harm that such an injunction may cause Defendants.

51. For the reasons stated above, the requested permanent injunction is in the public interest.

COUNT III: DAMAGES

52. Each of the foregoing allegations is incorporated as though set forth herein.

53. Defendants, or either of their, trespass on the Property has caused and continues to cause Plaintiff to suffer damages.

54. Plaintiff is developing the Property for commercial use and has invested significant money into the Property in the form of the purchase price, contractors, surveys, plans and drawings and professional fees. Defendants', or either of their, trespass on the Property and blockage of

Plaintiffs' access, use and possession of the Property has diminished and threatens further dimishment of Plaintiff's investment in the Property. In addition, Plaintiff's loss of use, possession, and enjoyment of its Property has delayed Plaintiff's timeline for the Property, thus causing Plaintiff to suffer other and additional damages.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendants:

(a) temporarily restraining and preliminarily enjoining Defendants from trespassing on the Property and blocking Plaintiff from exclusively using, possessing, and enjoying the Property, as requested in the Motion filed contemporaneously herewith;

(b) permanently enjoining Defendants from trespassing on the Property and blocking Plaintiff from exclusively using, possessing, and enjoying the Property, as requested in the Motion filed contemporaneously herewith;

(c) awarding damages to Plaintiff in an amount to be proven at trial;

(d) awarding to Plaintiff its costs and attorneys' fees; and

(e) granting to Plaintiff such other and further relief as is appropriate.

Respectfully submitted,

RAINES FELDMAN LITTRELL, LLP

Dated: January 30, 2026

By: /s/ *Mark W. Eckard*

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Counsel for Stonehouse Junction, LLC

VERIFICATION

I, Mufeed Hamed, as duly authorized agent on behalf of Stonehouse Junction, LLC, verify under pentalty of perjury that I have reviewed the foregoing complaint and the facts set forth therein are true and correct.

Executed on: January 30, 2026

By: _____
Mufeed Hamed, duly authorized agent, on behalf of Stonehouse Junction, LLC