IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED
August 10, 2026 02:03 PM
SX-2026-CV-00068
TAMARA CHARLES
CLERK OF THE COURT

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

OUSE JUNCTION, LLC, Plaintiff, v. ALLENTON BROWNE and PHOENIX STX, LLC, Defendants.	SX-2026-CV-00068
ALLENTON BROWNE and PHOENIX STX, LLC, Counter-Plaintiffs, v. STONEHOUSE JUNCTION, LLC, Counter-Defendant.	
ALLENTON BROWNE, PHOENIX STX, LLC, and NESCAR, LLC, Third-Party Plaintiffs, v. NESTOR A. PARALITICCI AND CARMEN PARALITICCI, Trustee of the Nestor A. Paraliticci Trust, individually and Nestor A. Paraliticci Trust dated April 17, 2002 and ARIZONA, INC., Third-Party Defendants.	

VERIFIED ANSWER, COUNTERCLAIM AND THIRD- PARTY CLAIM

COME NOW the Defendants, **ALLENTON BROWNE and PHOENIX STX, LLC,** by and through their undersigned counsel, Martial A. Webster, Sr., and respectfully file this Answer to each numbered allegation of Plaintiff's Complaint, together with Counterclaim and Third-Party Claim against Third Party Defendants, Nestor A. Paraliticci, Carmen Paraliticci, Nestor A. Paraliticci Trust, and Arizona, Inc., and allege:

1. Paragraph 1 of Plaintiff's Complaint is Denied.

2. Paragraph 2 of Plaintiff's Complaint is Denied.

3. Paragraph 3 of Plaintiff's Complaint does not require a responsive plea.

4. Defendants are without sufficient knowledge or information to admit or deny paragraph 4 of Plaintiff's complaint.

5. Paragraph 5 of Plaintiff's complaint is admitted.

6. Paragraph 6 of Plaintiff's complaint is admitted.

7. Paragraph 7 of Plaintiff's complaint is admitted.

8. Paragraph 8 of Plaintiff's complaint is admitted in part and denied in part.

9. Paragraph 9 of Plaintiff's complaint is denied.

10. Paragraph 10 of Plaintiff's complaint is denied.

11. Paragraph 11 of Plaintiff's complaint is denied.

12. Paragraph 12 of Plaintiff's complaint is denied.

13. Paragraph 13 of Plaintiff's complaint is denied.

14. Defendants are without sufficient information or knowledge to admit or deny paragraph 14 of Plaintiff's complaint.

15. Defendants are without sufficient information or knowledge to admit or deny paragraph 15 of Plaintiff's complaint.

16. Defendants are without sufficient information or knowledge to admit or deny paragraph 16 of Plaintiff's complaint.

17. Defendants are without sufficient information or knowledge to admit or deny paragraph 17 of Plaintiff's complaint.

18. Defendants are without sufficient information or knowledge to admit or deny paragraph 18 of Plaintiff's complaint.

19. Defendants are without sufficient information or knowledge to admit or deny paragraph 19 of Plaintiff's complaint.

20. Defendants are without sufficient information or knowledge to admit or deny paragraph 20 of Plaintiff's complaint.

21. Defendants are without sufficient information or knowledge to admit or deny paragraph 21 of Plaintiff's complaint.

22. Paragraph 22 of Plaintiff's complaint is denied.

23. Defendants are without sufficient information or knowledge to admit or deny paragraph 23 of Plaintiff's complaint.

24. Defendants are without sufficient information or knowledge to admit or deny paragraph 24 of Plaintiff's complaint.

25. Defendants are without sufficient information or knowledge to admit or deny paragraph 25 of Plaintiff's complaint.

26. Defendants admit that Browne ordered trespassers off the property, and denies the remainder of the allegations asserted in paragraph 26 of Plaintiff's complaint.

27. Defendants are without sufficient information or knowledge to admit or deny paragraph 27 of plaintiff's complaint.

28. Defendants are without sufficient information or knowledge to admit or deny or deny paragraph 28 of plaintiff's complaint.

29. Defendants deny paragraph 29 of plaintiff's complaint.

30. Defendants deny paragraph 30 of plaintiff's complaint.

31. Defendants are without sufficient information or knowledge to admit or deny paragraph 31 of plaintiff's complaint.

32. Paragraph 32 of Plaintiff's complaint does not require a responsive plea.

33. Defendants deny paragraph 33 of plaintiff's complaint.

34. Defendants deny paragraph 34 of plaintiff's complaint.

35. Defendants deny paragraph 35 of plaintiff's complaint.

36. Defendants deny paragraph 36 of plaintiff's complaint.

37. Paragraph 37 of plaintiff's complaint is denied.

38. Paragraph 38 of plaintiff's complaint is denied.

39. Paragraph 39 of plaintiff's complaint is denied.

40. Paragraph 40 of plaintiff's complaint is denied.

41. Paragraph 41 of plaintiff's complaint is admitted.

42. Paragraph 42 of plaintiff's complaint is denied.

43. Paragraph 43 of plaintiff's complaint is denied.

44. Paragraph 44 of Plaintiff's complaint is denied.

45. Paragraph 45 of Plaintiff's complaint is denied.

46. Paragraph 46 of Plaintiff's complaint is denied.

47. Paragraph 47 of Plaintiff's complaint is denied.

48. Paragraph 48 of Plaintiff's complaint does not require a responsive plea.

49. Paragraph 49 of Plaintiff's complaint is denied.

50. Paragraph 50 of Plaintiff's complaint is denied.

51. Paragraph 51 of Plaintiff's complaint is denied.

52. Paragraph 52 of Plaintiff's complaint does not require a responsive plea.

53. Paragraph 53 of Plaintiff's complaint is denied.

54. Paragraph 54 of Plaintiff's complaint is denied.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a cause of action upon which relief can be granted.

2. Plaintiff is not a good faith purchaser for value without notice of Defendants' rights, interests and claims to the subject property.

3. Plaintiff is estopped from maintaining this action against Defendant by his own improper conduct and knowledge of Defendants' interests and claim of right to the subject property.

4. Plaintiff has waived any right of action against Defendants by its own conduct and conduct of its officers, shareholders, and/or managers. Employees or agents.

5. Plaintiff's claims are pre-empted by local and federal law.

6. Plaintiff's claim is barred by doctrine of equitable estoppel.

7. Plaintiff's claim is barred by doctrine of promissory estoppel.

8. Plaintiff's claim is barred by unjust enrichment.

9. Plaintiff's claim is barred by an enforceable deed dated contract between the alleged grantor of the subject property to Plaintiff and Defendants.

10. At all times relevant, Defendant's conduct has been reasonable and in accordance with privileges granted by deed to Defendants.

11. Plaintiff's claims are barred by fraud, collusion and corruption.

12. Plaintiff's claims are barred by the doctrine of "unclean hands."

13. Plaintiff's claims are barred by inequity, law of torts and illegal interference with Defendants' contract and agreement with the alleged grantor/third-party defendant, Nestor A. Paraliticci Trust.

14. Plaintiff is not likely to succeed on the merits of the case.

15. Plaintiff has adequate remedy at law if Plaintiff succeed on the merits in the form of damages as alleged in its Complaint.

16, Plaintiff is not likely to suffer any irreparable injury if injunction not be granted.

`17, It is not in the public's interest that an injunction be granted.

18. Plaintiff failed to join necessary third parties.

19. Plaintiff's claim is barred by the first in time deed granted by the Nestor A. Paraliticci Trust.

20. Defendant reserves the right to raise any other affirmative defenses that becomes appropriate based on investigation and other discovery that may occur during litigation, prior to, during or after trial.

COUNTERCLAIM

COME NOW, the Counter-Plaintiffs, **ALLENTON BROWNE and PHOENIX STX, LLC**, by and through their undersigned counsel, and respectfully allege as and for their counterclaim against the Counter-Defendant, **STONEHOUSE, LLC** as follows:

1. This Honorable Court has subject matter and personal jurisdiction over the parties pursuant to 4 V.I.C. §76 *et. seq*. as amended.

2. This is a counterclaim for damages based on fraud, malicious destruction of property, slander of title, intentional and tortious interference of contract, conspiracy and collusion, reclamation, debt and damages.

3. Counter- Plaintiff, Allenton Browne, is a resident of St. Croix, US Virgin Islands, is the owner of Phoenix STX, LLC.

4. Counter- Defendant, Stonehouse, LLC, is a U.S. Virgin Islands limited liability company. Ms. Abigail G. Adams, 439 Work & Rest, Christiansted, VI 00820, serves as the resident agent for the company.

FACTUAL SUMMARY

5. On or about August 30, 2019, Nestor A. Paraliticci and Carmen Paraliticci, Co-Trustees of the Trust Agreement of Nestor A. Paraliticci dated April 17, 2002, conveyed Parcel No. 1 (0.83 U.S. acre) of Estate Mount Welcome, Eastend Quarter "A", St. Croix, U.S. Virgin Islands to

Defendant Phoenix STX, LLC., by "Co-Trustee Deed." (hereinafter referred to as "the subject property"). (See **Exhibit 1**, Co-Trustee Deed).

6. Defendants paid the Nestor A. Paraliticci Trust for the property together with other considerations.

7. Defendants also purchased Unit 1 (0.418 U.S. acre) and Unit 2 (0.4823 U.S. acre) both of Estate Mount Welcome from the Paraliticci Trust on August 30, 2019, and recorded a "Notice of Interest In Real and Personal Property" with the Recorder of Deeds Office on March 0, 2020. (See **Exhibit 2**).

8. As part of the purchase, Defendant, Phoenix STX, LLC was required to pay the seller, Nestor A. Paraliticci Trust, and a mortgage to Banco Popular de Puerto Rico monthly from income derived from the commercial leases on the property.

9. Defendant did not immediately record the Co-Trustee Deed of Parcel No. 1 because the outstanding unpaid property taxes, among other things.

10. From May 2017, Plaintiff, it's principals, agents and representatives, under the name of Arizona, Inc., was a tenant of Defendants, operating under "NESCAR, LLC", a leasing company purchased by Defendants from the Paraliticci with the real property that is the subject of this action.

11. Under NESCAR, LLC., Defendant, Allenton Browne was the sole member, and owner of the commercial properties leased to Plaintiff referred to as Units 19, 20,21, 22, 23, 24 and 65 Estate Mt. Welcome, where Plaintiff operated a grocery store under the name "Stop and Save".

12. On or about April 30, 2019, Plaintiff colluded and conspired with others and burned the grocery store destroying several other commercial units under lease by Defendants causing Defendants to lose significant and substantial income and income potential.

13. Preliminary fire investigation revealed the fire was caused by arson emanating from a door Plaintiff left open, and based on information and belief, the arson was captured on video recording.

14. At the time of the arson, Plaintiff owed Defendants $43,877.94 in arrears on the monthly rental payments.

15. Plaintiff was required to have a policy of insurance protecting Defendants from such eventuality as fire damage but failed to provide insurance coverage as required by the lease agreement.

16. Plaintiffs initially had a content fire policy of $400,000.00 and increased the limits to $800,000.00 a month or so before the fire.

17. No insurance proceeds have been paid to Defendant by any insurance policy to date on the fire damages caused by Plaintiff to the properties.

18. At all times herein, Plaintiff was fully aware of Defendants' interest in the property.

19. On or about July 18, 2018, Plaintiff, under Arizona, Inc., filed an action against Defendants, under NESCAR, LLC., for declaratory judgment and injunctive relief ruing Defendant "Allenton Browne, who has represented himself as both 'Acting Manager' and, at other times, 'CEO' of NESCAR, LLC." Arizona, Inc., v. Nescar, LLC., SX-18-CV-260.

20. Because of the significant and substantial economic loss to Defendant caused by Plaintiff's fire and nonpayment of insurance, Defendant began

to fall behind on its financial obligations, including payments to the Nestor A. Paraliticci Trust for the purchase of the properties and Banco Popular de Puerto Rico.

21. Plaintiff thereafter conspired and colluded with Nestor A. Paraliticci, Trustee of the Nestor A. Paraliticci Trust, to purchase the property, already deeded to Defendant by Co-Trustee Deed knowing full well the Nestor A. Paraliticci Trust had already deeded the property to Defendant, Phoenix STX, LLC.

COUNT I

22. Defendants reallege paragraphs 1-21 herein above as if fully reprinted hereat.

23. Plaintiff intentionally, tortiously and illegally burned and damaged Defendants' property by committing arson to deliberately interfere and destroy Defendants' interest in the property and contract/agreement with the Nestor A. Paraliticci Trust.

24. Plaintiff's conduct in burning Defendants premises was wanton, deliberate, intentional, willful and egregious, thereby subjecting Plaintiff to punitive damages.

25. As a direct and proximate result of Plaintiff's conduct, Defendants have suffered loss of income, income potential and financial damage, slander of title, and other damages in the foreseeable future.

COUNT II

26. Defendants reallege paragraph 1-25 herein above as if fully reprinted hereat.

27. At all times herein mentioned, Plaintiff was aware of the contractual relationship between Defendant and the Nestor A. Paraliticci Trust for the purchase and sale of the subject property and intentionally conspired and colluded with Nestor A. Paraliticci to interfere with the contractual relationship of Defendant by burning and destroying income generating commercial property deed to Defendant by the Nestor A. Paraliticci Trust.

28. Plaintiff's conduct was wanton, deliberate, intentional, willful and egregious, thereby subjecting Plaintiff to punitive damages.

29. As a direct and proximate result of Plaintiff's conduct, Defendant has suffered mental and emotional distress, loss of income, income potential, and damages into the foreseeable future.

COUNT III

30. Defendants reallege paragraphs 1-29 herein above as if fully reprinted hereat.

31. Plaintiff, knowing Defendant received a deed from the Nestor A. Paraliticci Trust for the property, intentionally conspired and colluded with Nestor A. Paraliticci to destroy Defendants' stream of income from the rental of the commercial properties by burning the property, and knowingly entered an agreement with Nestor A. Paraliticci to purchase the property and recorded an invalid deed against the property thereby creating a cloud of the property against Defendants' interest.

32. Plaintiff's conduct is wanton, willful, intentional and egregious, thereby subjecting Plaintiff punitive damages, among others damages.

33. As a direct and proximate result of Plaintiff's and Third-party Defendants' conduct, Defendant has suffered slander of the property, mental and

emotional distress, loss of income, loss of income potential, and damages into the foreseeable future.

COUNT IV

34. Defendants reallege paragraph 1-33 herein above as if fully reprinted hereat.

35. Plaintiff is indebted to Defendants for the sum $43,877.94 for pass unpaid rents, which Plaintiff has refused to pay despite repeated demands for payment.

COUNT V

36. Defendants reallege paragraphs 1-35 herein above as if fully reprinted hereat.

37. Unlawfully and tortiously created a cloud on the title (slander of title) to the subject property, knowing the subject property had been previously deeded to Defendants by Plaintiff's co-conspirator and collaborator, Nestor A. Paraliticci.

38. As a direct and proximate result of Plaintiff's intentional, willful and egregious conduct, Defendants have suffered serious economic injury, loss income and income potential, past, present and in the foreseeable future.

WHEREFORE, Defendant/Counterclaimants respectfully request the following relief:

a. Dismissal of Plaintiff's complaint;

b. Judgment in favor of Defendants;

c. Compensatory damages;

d. Consequential damages;

e. Special damages;

f. Past, present and future interests;

g. Costs and reasonable attorney fees;

h. punitive damages;

i. Any future relief this Honorable Court deems just and reasonable.

THIRD-PARTY CLAIM

COME NOW, the Third-party Plaintiffs, **ALLENTON BROWNE, PHEONIX STX, LLC, and NESCAR, LLC**, by and through their undersigned counsel, and respectfully allege as and for their third-party claims pursuant to V.I.R. Civ. P. 18, 19 and 20 against the Third-Party Defendants, **NESTOR A. PARALITICCI AND CARMEN PARALITICCI, Trustee of the Nestor A. Paraliticci Trust, individually and Nestor A. Paraliticci Trust dated April 17, 2002, and ARIZONA, INC.** as follows:

1. This Honorable Court has subject matter and personal jurisdiction over the parties pursuant to 4 V.I.C. §76 *et. seq*. as amended.
2. Third-party Plaintiff, Allenton Browne, is a resident of St. Croix, US Virgin Islands, is the owner of Phoenix STX, LLC.
3. Third-party Plaintiff, Phoenix STX, LLC is a limited liability company organized and operating in the Virgin Islands.
4. Third-party Defendant, Nestor A. Paraliticci, at times herein mentioned is a resident of St. Croix and a Trustee of the Nestor A. Paraliticci Trust.
5. Third-Party Defendant, Nestor A. Paraliticci Trust, is a trust created by Third-party defendants, Nestor A. Paraliticci and Carmen Paraliticci, to transact business and holding for financial assets.
6. Third-party Defendant, Carmen Paraliticci is a trustee of the Nestor A. Paraliticci Trust.

7. Third-party Defendant, Arizona, Inc., is a U.S. Virgin Islands for profit corporation. Ms. Abigail G. Adams, 439 Work & Rest, Christiansted, VI 00820, serves as the resident agent for the corporation, who is also the resident agent of Stonehouse Junction, LLC.
8. At all times herein mentioned, Third-party Defendant Stonehouse Junction, LLC., operated as the alter ego of Arizona, Inc., its agents, representatives and employees.
9. On August 30th, 2019, Third-party Defendants, Nestor A. Paraliticci, and Carmen Paralitici executed a "Co-Trustee Deed" as trustees of the Nestor A. Paraliticci Trust, to Third-party Plaintiff, Phoenix STX, LLC conveying Parcel No. 1 of Est. Mt. Welcome, St. Croix, for substantial and significant consideration. (See **Exhibit 1**, Co-Trustees' Deed.)
10. The property consists of commercial property to which there existed a mortgage to Banco Popular de Puerto Rico of the Virgin Islands by the Paraliticci Trust.
11. Third-party Plaintiffs assumed the mortgage and obligation to bring the taxes current as well as pay the transfer stamps on the Co-Trustee Deed.
12. Based on the agreement between third-party Plaintiffs and the Paraliticci Trust, Pheonix LLC used income derived from the commercial leases to pay Paraliticci and the mortgage to Banco Popular de Puerto Rico monthly.
13. Third-party Defendant, Stonehouse Junction LLC., though Arizona, Inc., its owners, agents and representatives, leased commercial space on the subject property from Third-party Plaintiff, Phoenix STX, LLC., and operated a grocery store, Stop and Save, on the leased premises.

14. The lease was in the names of the parties' previous corporate names. Arizona, Inc., represented the lease, i.e., Stonehouse Junction, LLC., and Nescar, Inc., represented Phoenix STX, LLC.

15. Plaintiff, Stonehouse Junction, LLC., its agents and/or representatives, conspired and colluded with Third-party Defendants Nestor A. Paraliticci and the Nestor A. Paraliticci Trust to burn and destroy the lease hold premises to interrupt and destroy Third-party Plaintiff's ability to make the monthly payments to Third-party Defendant and other financial obligations.

16. Plaintiff, by Arizona, Inc., through its agents and representatives increased its insurance coverage on the contents of Stop and Save shortly before the fire.

17. The commercial property suffered significant and substantial physical damages to the leased premises and other leased units resulting in economic loss and damages to Third-party Plaintiffs.

18. As a direct and proximate result of Third-party Defendants' and Plaintiff's willful and intentional conduct, Plaintiff has suffered mental and emotional distress, economic loss and damages, past and present, loss of income potential, and other damages into the foreseeable future.

19. On or about January 7, 2026, Third-party Defendants intentionally and willfully deeded Parcel No. 1 Est. Mt. Welcome to Plaintiff, before Third-party Plaintiffs can record August 30, 2019, Co-Trustee Deed, granted to Third-party Plaintiff by Third-party Defendants.

20. Both Third-party Defendants and Plaintiff knew and were aware of the August 30, 2019, Co-Trustee Deed from Third-party Plaintiff.

21. Third-party Defendants warranted their liability under the terms of the Co-Trust Deed, breached their agreement and warranty of the deed and is therefore liable to Third-party Plaintiffs for damages.

22. As a direct and proximate of Third-party Defendants' breach of warranty, Third-party Plaintiffs have suffered loss of income, income potential and economic damages, past, present and in the foreseeable future.

23. Third-party Defendants intentionally, tortiously and illegally burned and destroyed Third-party Plaintiffs property by committing arson to deliberately interfere and destroy Defendants' interest in the property and contract/agreement with the Nestor A. Paraliticci Trust.

24. Third-party Defendants conduct in burning Third-party Plaintiffs' premises was wanton, deliberate, intentional, willful and egregious, thereby subjecting Plaintiff to punitive damages.

25. At all times herein mentioned, Third-party Defendants were aware of the contractual relationship between Third-party Plaintiffs and the Nestor A. Paraliticci Trust for the purchase and sale of the subject property and intentionally conspired and colluded with Nestor A. Paraliticci to interfere with the contractual relationship by burning and destroying income generating commercial property previously deed to Pheonix, LLC., by the Nestor A. Paraliticci Trust.

26. Third-part Defendants' conduct was wanton, deliberate, intentional, willful and egregious, thereby subjecting Plaintiff to punitive damages.

27. As a direct and proximate result of Plaintiff's conduct, Third-party Plaintiff suffered mental and emotional distress, loss of income, income potential, and damages into the foreseeable future.

28. Third-party Defendants, Arizona, Inc., and/or Stonehouse Junction, it agents, representatives, and others, are indebted to Third-party Plaintiffs for the sum $43,877.94 for past unpaid rents, interests and penalties thereon, which Plaintiff has refused to pay despite repeated demands for payment.

29. Third-party Defendants unlawfully and tortiously created a cloud on the title (slander of title) to the subject property, knowing the subject property had been previously deeded to Third-party Plaintiffs by co-conspirators and collaborators, Nestor A. Paraliticci.

30. As a direct and proximate result of Third-party Defendants' intentional, willful and egregious conduct, Third-party Plaintiffs have suffered serious economic injury, loss income and income potential, past, present and in the foreseeable future.

WHEREFORE, Third-party Plaintiffs respectfully request the following relief:

a. Judgment in favor of Third-party Plaintiffs and against Third-party Defendants;

b. Compensatory damages;

c. Consequential damages;

d. Property Damages;

e. Punitive damages:

f. Special damages;

g. Expenses and losses;

h. Reasonable Costs and Attorney's fees; and

i. Any further relief as this Honorable Court deems just and proper.

VERIFICATION

I, **ALLENTON BROWNE,** the Counter-Plaintiff and Third-Party Plaintiff in the above caption matter having been duly sworn, depose hereby state that:

I hereby verify that I am the Counter-Plaintiff and Third-Party Plaintiff in the above captioned matter and I have read the Verified Complaint filed herein and all the facts in the Verified Answer, Counterclaim and Third-Party Complaint are true according to the best of my knowledge and belief.

DATED: August 7, 2026

Allenton Browne 08/06
ALLENTON BROWNE

SUBSCRIBED and SWORN TO BEFORE ME this 7th day of August 2026.

NOTARY PUBLIC

EVELYN M. WEBSTER
NOTARY PUBLIC
ST. CROIX, U.S. VIRGIN ISLANDS
NP - 751-24
MY COMMISSION EXPIRES: APRIL 2, 2028

Respectfully submitted,

Law Office of Martial A. Webster, Sr.
Attorney for Defendant/ Counter-Plaintiff/ Third-Party Plaintiff

Dated: August 10, 2026 **By:** /s/ Martial A. Webster

Martial A. Webster, Sr., Esq.
116 Queen Cross St.
Frederiksted, VI 00840
PO Box 1568
Kingshill, VI 00851
Tel.: (340) 772-3555
Email: attywebster@hotmail.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing **Verified Answer, Counterclaim, and Third-Party Claim** was sent via email notification through the Superior Court C-Track e-filing system to **Mark W. Eckard, Esq., Raines Feldman Littrell, LLP**, 824 North Market St., Suite 805, Wilmington, DE 19801 and via process server on **Stonehouse, LLC, and Nestor A. Paraliticci and Carmen Paraliticci, and Arizona, Inc.** this 10th day of August 2026.

/s/ Martial A. Webster
Martial A. Webster, Sr., Esq.