

VERMONT SUPERIOR COURT
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CIVIL DIVISION
Case No. 25-CV-04921

Kerry Raheb, et al v. James Jerome, Jr., et al

ENTRY REGARDING MOTIONS

Title: Motion to Dismiss With Prejudice, V.R.C.P. 12(b); Motion to Amend Complaint;
(Motion: 4; 7)
Filer: Kerry Raheb; Renee L. Houston; Alexander M. Dean
Filed Date: January 21, 2026; June 06, 2026

Defendants, Mr. James Jerome, Jerome Construction, and 1768 Hubble Homestead at Colgate Park, the last two defendants being businesses owned by Mr. Jerome, have filed a *Motion to Dismiss* (Motion 4). Plaintiffs, Mr. Kerry Raheb and Ms. Renee Houston, have filed a *Motion to Amend Complaint* (Motion 7), joining two new defendants, and reframing some causes of action. For the following reasons, the *Motion to Dismiss* is granted to the extent the *Amended Complaint* represents waived counterclaims from the previously litigated case in Docket 22-CV-175. The *Motion to Amend Complaint* is granted.

Background

The court takes judicial notice of relevant facts already found in Docket 22-CV-175, to the extent the parties have not previously repeated them in the filings in this docket.

Ms. Houston bought a house on Bluestone Road in Bennington, Vermont. The deed to that house granted an easement to the owner of the neighboring land on Mount Anthony Road. The Bluestone Road deed stated:

This conveyance is subject to that portion of the personal and non-transferable easement of a way to travel over and across a private road known as "Mansion Drive" which runs through the above lands and premises and which is reserved in the Quitclaim Deed of Mark Crawford and Ted Doucette to Edward w. Dewey, et. al dated August 24, 1987 and recorded August 26, 1987 in Book 0-267, Page 148 of the Bennington Land Records. Reference to said deed is hereby made for a further and more particular description or said reserved way to travel.

Plf.'s Ex. 11 for Damages Hrg., No. 22-CV-175 at 2 (filed Jul. 2, 2025, admitted Jul. 7, 2025).

The Bluestone Road address and the Mount Anthony Road address had at one time been part of a larger lot of land. The easement on Ms. Houston's property had been created when the

original owners subdivided the property, giving the owners of the Mount Anthony address access to a driveway which runs from Bluestone Road to the property at the Mount Anthony address. This easement allows the owners of the Mount Anthony address to use the whole driveway unhindered and prevents owners of the Bluestone Road address from using the driveway once it has crossed the border onto the Mount Anthony address' lot of land. Mr. Jerome owned the land belonging to the Mount Anthony address when Ms. Houston and Mr. Raheb moved to Bluestone Road. Mr. Jerome used the Mount Anthony address as an event venue for occasions like weddings and would direct people going to these events to use the easement from Bluestone Road to get to the Mount Anthony property.

On September 5, 2021, Ms. Houston and Mr. Raheb had recently moved into the Bluestone Road address, and Mr. Jerome had a wedding event at the Mount Anthony address. Neither of these neighbors had met before this point. Mr. Rehab blocked the driveway with a Jeep, intending to keep out the people working on or attending the wedding. Mr. Jerome went to talk with Mr. Raheb and Ms. Houston, which turned into an argument. Ms. Houston and Mr. Raheb refused to remove the Jeep, declared they would prevent any access to the driveway by Mr. Jerome or any of his business invitees, and declared an intent to ruin the event business. Mr. Jerome eventually left to find other access options for the people who he had invited to use the driveway to arrive at the event. Later in the day, Ms. Houston and Mr. Raheb interrupted the wedding ceremony by setting off the Jeep's car alarm. These events began a long-running dispute between Ms. Houston, Mr. Raheb, and Mr. Jerome over the use of the driveway, which culminated in the case already litigated in Docket 22-CV-175. Eventually, due to Ms. Houston and Mr. Raheb's tactics in handling the litigation by blocking the discovery process entirely, and evidence submitted showing Mr. Jerome possessed an easement to use the road, Mr. Jerome had been conducting business on September 5, 2021, Mr. Raheb's actions had interfered with the business on that day, and Ms. Houston and Mr. Raheb's subsequent actions over the course of the dispute caused a nuisance, and interfered with business, judgment was entered against Ms. Houston and Mr. Raheb.

Moving to vacate the judgment, Ms. Houston and Mr. Raheb argued that their behavior was justified by harassment and assaults conducted by Mr. Jerome in response to the dispute which started on September 5, 2021. Due to the tactics Ms. Houston and Mr. Raheb employed over the court of litigation, this was the first time these claims had been raised in a manner that the court could properly hear.¹ They alleged Mr. Jerome brought people into their home to intimidate them, based on the dispute, *Mot. Vacate Judgment*, No. 22-CV-00175 at 1 (Aug. 11, 2025); complaints against them made to the authorities, which had turned into stalking dockets in the Criminal Division,² had originated in this dispute, *id.* at 1–2; Mr. Jerome's use of

¹ The court has applied Rule 61 throughout all proceedings in a manner consistent with granting reasonable leeway to unrepresented parties while still holding the parties to the basics of the Vermont Rules of Civil Procedure. See V.R.C.P. 61; *Town of Washington v. Emmons*, 2007 VT 22, ¶ 7, 181 Vt. 586 (mem.); *Zorn v. Smith*, 2011 VT 10, ¶ 22, 189 Vt. 219.

² Several of the charges in these cases have since been sealed or expunged. However, Ms. Houston and Mr. Raheb have made the existence, expungement, and sealing of those charges a central part of the exhibits submitted with the current motion, and part of their claims, waiving any privacy and requiring the acknowledgement of their existence at one point in time. See 13 V.S.A. §§ 7606(b)(4), 7607(b)(4).

construction equipment on the easement to dismantle barriers which would prevent use of the driveway originated in the dispute, *id.* at 2; an altercation with Ms. Houston and Mr. Raheb's son during one of the attempts to remove the barriers originated in the dispute, *id.*; finally the lawsuit in Docket 22-CV-175 had been filed in retaliation for the various back and forths between the neighbors which started on September 5, 2021, when Mr. Raheb disturbed the wedding at the Mount Anthony address, *Reply Memo in Opp'n*, No. 22-CV-00175 at 1 (Aug. 22, 2025). To the extent these claims did not attempt to relitigate other courts' dockets, the court found all these claims were compulsory counterclaims which Ms. Houston and Mr. Raheb waived by not filing them with their answer—a problem created by the tactical choices made by Ms. Houston and Mr. Raheb as they pursued litigation. The court denied the motion to vacate.

After the court denied the motion to vacate, Ms. Houston and Mr. Raheb filed a *Complaint* based on all the above claims again in this docket. Ms. Houston and Mr. Raheb also appealed the decision on the motion to vacate in Docket 22-CV-175 to the Supreme Court of Vermont. Defendants filed the instant *Motion to Dismiss*, arguing the issues in this docket had already been litigated in Docket 22-CV-175. Given the near identical nature of the compulsory counterclaims raised in the motion to vacate in Docket 22-CV-175 and the current docket, the court stayed further filing here until the Supreme Court issued a decision. The Supreme Court affirmed this court's decision, including the court's findings regarding the waived counterclaims. Once the Supreme Court issued its decision, the court gave the parties leave to amend their filings in response to the decision.

Ms. Houston and Mr. Raheb submitted the *Motion to Amend Complaint* after the deadline set by the court. In the copy of the *Amended Complaint* filed for consideration, Ms. Houston and Mr. Raheb propose to join two new parties, and add new claims.

Motion to Amend

Vermont Rule of Civil Procedure 15 allows a party to amend their pleadings after the deadlines set by the rules, or amended deadlines set by the court if the party submits a request to the court which approves the extension. See V.R.C.P. 15(a). Should the court allow it, then the party may amend their complaint. See *id.* Leave to amend a complaint shall be freely given by the court “when justice so requires.” *Id.* In Vermont, this provision has been liberally construed in favor of allowing parties to amend their pleadings. *Lillicrap v. Martin*, 156 Vt. 165, 170 (1991) (“Amendments to the pleadings may be allowed with leave of the court at any time.”).

The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings.

Bevins v. King, 143 Vt. 252, 255 (1983); accord *Colby v. Umbrella, Inc.*, 2008 VT 20, ¶ 4, 184 Vt. 1, 5.

Leave to amend is not always granted, however. It may be denied when the just and expeditious disposition of the dispute between the parties will not be advanced via the amendment. In making that determination, the court analyzes whether the proposed amendment: (1) would result in undue delay; (2) is brought in bad faith; (3) would result in unfair prejudice to the opposing party; or (4) would be futile in that it would fail to state a claim upon which relief can be granted. See *Perkins v. Windsor Hosp. Corp.*, 142 Vt. 305, 313 (1982).

The amendments here generally reflect Ms. Houston and Mr. Raheb's attempt to continue litigation which they had previously mired in technical and procedural errors to their detriment. However, the proposed amendments at issue would add parties and change several of the claims. Allowing amendment would give maximum opportunity for those claims to be decided on their merits. The proposed amendments would also give notice of new and separate claims to the newly added parties. The *Amended Complaint* would allow Ms. Houston and Mr. Raheb to assert claims that they had apparently previously overlooked. The *Amended Complaint* will not result in undue delay. Allowing the amendment will then allow the court to decide on the motion to dismiss the *Complaint* as a whole. This, in turn, will clarify where the dispute stands for the parties, and thereby not prejudice them.

Still, allowing the amendment is a close call. The origin of the case has already been thoroughly litigated against the original party, and Ms. Houston and Mr. Raheb's efforts to stymie discovery in that case were without justification and willful. The original *Complaint* in this case was based solely on claims of action which Ms. Houston and Mr. Raheb had waived by their actions in the previous case. This suggests the second factor mentioned in *Perkins* should go against the parties. Nevertheless, the court should consider that all pleadings are made and filed in good faith, unless shown otherwise. See V.R.C.P. 11—Reporter's Notes. The current pleading, despite the case history of another docket, is new, and has suggested new bases of action. As the new parties have not been served, and the court does not have any pleading from their perspective, the court does not examine the amended pleading regarding potential futility of the claims against the proposed new parties.

On balance, the factors for granting leave outweigh the factors for denying Ms. Houston and Mr. Raheb's motion. Motion 7 is granted.

As the *Amended Complaint* will require joinder of new parties, service must be made upon them. "When an action is commenced by filing, summons and complaint must be served upon the defendant within 60 days after the filing of the complaint." V.R.C.P. 3(a). This action would be an action commenced by filing. Therefore, Ms. Houston and Mr. Raheb have 60 days from this order accepting the *Amended Complaint* to serve the new parties. According to the rule

If service is not timely made or the complaint is not timely filed, the action may be dismissed on motion, including motion of the court pursuant to Rule 41(b)(1), and notice, and in such case the court may in its discretion, if it shall be of the opinion that the action was vexatiously commenced, tax a reasonable attorney's fee as costs in favor of the defendant, to be recovered of the plaintiff or plaintiff's attorney.

Id. The parties have notice of the potential consequences outlined in the rules for untimely service, including service delays due to improper methods of serving the new parties.

Motion to Dismiss

Mr. Jerome and his businesses argue the claims should be dismissed with prejudice on res judicata grounds, as the claims were already litigated in Docket 22-CV-00175. Ms. Houston and Mr. Raheb were required to bring their compulsory counterclaims then, and chose instead to draw out litigation, and then renew it. Mr. Jerome also argues the *Complaint* was not served by a proper Vermont process server.

“Dismissal under Rule 12(b)(6) is proper only when it is beyond doubt that there exist no facts or circumstances consistent with the complaint that would entitle Plaintiff to relief.” *Bock v. Gold*, 2008 VT 81, ¶ 4, 184 Vt. 575 (mem.); accord *Union Mut. Fire Ins. Co. v. Joerg*, 2003 VT 27, ¶ 4, 175 Vt. 196. In considering a motion to dismiss, the court “assumes that all factual allegations pleaded in the complaint are true. [The court will] accept as true all reasonable inferences that may be derived from plaintiff’s pleadings and assume that all contravening assertions in defendant’s pleadings are false.” *Richards v. Town of Norwich*, 169 Vt. 44, 49 (1999) (internal citation omitted).

Here, Ms. Houston and Mr. Raheb’s *Complaint* is amended. The court will review the *Amended Complaint* for factual circumstances which would entitle the plaintiffs to relief. However, factual circumstances logically connected to the dispute litigated in Docket 22-CV-00175 will be barred by res judicata. See *Pomfret Farms Ltd. P’ship v. Pomfret Assocs.*, 174 Vt. 280, 283 (2002).

[A] claim has a logical relationship to the original claim if it arises out of the same aggregate of operative facts as the original claim in two senses: (1) that the same aggregate of operative facts serves as the basis of both claims; or (2) that the aggregate core of facts upon which the original claim rests activates additional legal rights in a party defendant that would otherwise remain dormant.

Stratton v. Steele, 144 Vt. 31, 35 (1984) (quoting *Revere Copper & Brass Inc. v. Aetna Cas. & Sur. Co.*, 426 F.2d 709, 715 (5th Cir.1970)).

Res judicata will bar “the litigation of a claim or defense if there exists a final judgment in former litigation in which the ‘parties, subject matter and causes of action are identical or substantially identical.’” *Berlin Convalescent Ctr. v. Stoneman*, 159 Vt. 53, 56 (1992) (quoting *Berisha v. Hardy*; 144 Vt. 136, 138 (1984)). Res judicata rests on the doctrines of claim and issue preclusion. See *In re Quechee Lakes Corp.*, 154 Vt. 543, 559 (1990).

Under the doctrine of claim preclusion, a final judgment in previous litigation bars subsequent litigation if the parties, subject matter, and cause(s) of action in both matters are the same or substantially identical. See *Pomfret Farms*, 174 Vt. at 284. The doctrine applies both to claims that were or should have been litigated in the prior proceeding. See *In re Cent. Vt. Pub.*

Serv. Corp., 172 Vt. 14, 20 (2001). Claim preclusion flows from the principle that a final judgment on the merits “puts an end to the cause of action, which cannot again be brought into litigation between the parties upon any ground whatever.” *Nat. Res. Bd. Land Use Panel v. Dorr*, 2015 VT 1, ¶ 11, 198 Vt. 226 (quoting *Faulkner v. Caledonia County Fair Ass’n*, 2004 VT 123, ¶ 8, 178 Vt. 51).

Claim preclusion applies to all of the claims made against Mr. Jerome and his businesses on the basis of the dispute which began on September 5, 2021. No claim from the originally filed *Complaint* survives, as they all, despite some attempts to generalize the facts, related back to the September 5, 2021 dispute, and repeat allegations from the filings related to the *Motion to Vacate* made in Docket 22-CV-00175.

Ms. Houston and Mr. Raheb claim in Paragraph 12 of the *Amended Complaint* that Mr. Jerome claimed, and continues to claim, access to and permission to use Ms. Houston and Mr. Raheb’s former Bluestone Road property. As discussed above, the litigation in Docket 22-CV-00175 rested on the claim Mr. Jerome had to the easement over the driveway at the Bluestone Road address. This claim has already been thoroughly litigated, and the court has found that the deed to the Bluestone Road property grants an express easement to use and access the driveway. Therefore, Mr. Jerome has the right to allow, as the owner of a business, and the owner of the easement, business invitees to access the Bluestone Road property in the manner alleged in Paragraph 12. See *Knudson v. Leach*, 142 Vt. 648, 651 (1983) (discussing rights of easement owners to access easements free from obstruction). No claim of action can arise from the fact alleged in paragraph 12, against either Mr. Jerome, or those who he chooses to share his access with, such as Dr. Geannelis. See *Union Mut. Fire Ins. Co. v. Joerg*, 2003 VT 27, ¶ 4, 175 Vt. 196.

In Paragraph 16, Ms. Houston and Mr. Raheb claim Mr. Jerome and Dr. Geannelis stole the Bluestone Road mailbox three times in 2023. In Docket 22-CV-00175, Ms. Houston and Mr. Raheb claimed the thefts of the mailbox were part of the dispute over whether or not Mr. Jerome possessed the easement over the Bluestone Road Property. See *Raheb & Houston Aff.*, No. 22-CV-00175 at 1 (Aug. 11, 2025). This claim was one of the claims the court previously found were compulsory counterclaims Ms. Houston and Mr. Raheb were required to bring against Mr. Jerome. They are barred from bringing that claim against Mr. Jerome, now. See *Faulkner v. Caledonia County Fair Ass’n*, 2004 VT 123, ¶ 8, 178 Vt. 51.

In Paragraph 25, Ms. Houston and Mr. Raheb claim Mr. Jerome, Dr. Geannelis and Ms. Geannelis committed “illegal home entries, threats, assault on Plaintiffs’ minor son, use of a plow to destroy property and intimidate a child, shooting at Plaintiffs, stealing Plaintiffs’ mailbox on three separate occasions, obtaining and extending baseless stalking orders (later expunged or sealed), making false police reports (swatting), appearing at arraignments to push for no bail, making false and defamatory public social media posts, advertising Plaintiffs’ property without permission, and coordinated harassment over multiple years.” First, aside from the mailbox claim and the advertising claim, already discussed above, none of the facts in the *Amended Complaint* support the allegation that Mr. Jerome was responsible for these acts. See *Union Mut. Fire Ins. Co. v. Joerg*, 2003 VT 27, ¶ 4, 175 Vt. 196. Second, these claims, or a variant of these claims supported by allegations of fact, were already made against Mr. Jerome in

Docket 22-CV-00175. See generally, e.g., *Raheb & Houston Aff.*, No. 22-CV-00175 (Aug. 11, 2025); *Mot. Vacate Judgment*, No. 22-CV-00175 (Aug. 11, 2025); *Reply Memo in Opp'n*, No. 22-CV-00175 (Aug. 22, 2025). Therefore, these are compulsory counterclaims from the previous docket, and plaintiffs are prohibited from relitigating the claims they failed to bring. See *Faulkner v. Caledonia County Fair Ass'n*, 2004 VT 123, ¶ 8, 178 Vt. 51.

After review, no claim against Jerome Construction, and 1768 Hubble Homestead at Colgate Park survives, as all the claims involving Mr. Jerome arose from the dispute in Docket 22-CV-00175. What claims remain in the *Amended Complaint* are solely against Dr. Geannelis and Ms. Geannelis, who have yet to be served with the *Amended Complaint*. Service must be completed on the newly joined parties within 60 days.

Order

Motion 7 is granted, and the *Complaint* is superseded by the *Amended Complaint*.

Motion 4 is granted in part. Mr. Jerome, Jerome Construction, and 1768 Hubble Homestead at Colgate Park are dismissed from the case. The claims against the newly named parties remain. Service must be completed on the newly joined parties within 60 days. If service is not completed within that time, the court may take any action deemed necessary under the rule, including dismissing the amended complaint.

Signed electronically July 27, 2026 pursuant to V.R.E.F 9(d).

A handwritten signature in black ink, appearing to read 'D. Barra', with a long horizontal flourish extending to the right.

David Barra
Superior Court Judge