IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

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SOLECTRIA RENEWABLES, LLC, d/b/a YASKAWA SOLECTRIA SOLAR,	**CASE NO. _____**
Plaintiff,	**ACTION FOR DEBT**
v.	
VI ELECTRON LLC,	**JURY TRIAL DEMANDED**
Defendant.	

COMPLAINT

COMES NOW the Plaintiff, **SOLECTRIA RENEWABLES, LLC, d/b/a YASKAWA SOLECTRIA SOLAR** ("Plaintiff" or "Solectria"), by and through its undersigned counsel, and brings this action against Defendant **VI ELECTRON LLC** ("Defendant" or "VI Electron"), and alleges as follows:

THE PARTIES AND THEIR CITIZENSHIP

A. Plaintiff

1. Plaintiff Solectria Renewables, LLC, doing business as Yaskawa Solectria Solar ("Solectria"), is a limited liability company organized on January 11, 2005 under the laws of the Commonwealth of Massachusetts, with its principal place of business at 360 Merrimack Street, Lawrence, Massachusetts 01843. Solectria manufactures and sells commercial photovoltaic inverters and related solar power equipment.

2. Solectria is a wholly owned subsidiary of Yaskawa America, Inc., which is its sole member. No other person or entity holds a membership interest in Solectria.

3. Yaskawa America, Inc. is a corporation incorporated under the laws of the State of Illinois, and having its principal place of business, and the center of its executive and administrative direction, at 2121 Norman Drive South, Waukegan, Illinois 60085. Illinois being both its State of incorporation and the State of its principal place of business, Yaskawa America, Inc. is a citizen of the State of Illinois and of no other State.

4. A limited liability company is a citizen of each State or Territory of which any of its members is a citizen. Because the sole member of Solectria is Yaskawa America, Inc., Solectria is a citizen of the State of Illinois, and of no other State or Territory. Solectria is not a citizen of the Commonwealth of Massachusetts, a limited liability company taking no citizenship from its State of organization, and is not a citizen of the United States Virgin Islands.

5. At all times relevant to this Complaint, Solectria has not transacted business in the Territory within the meaning of the applicable registration statutes, the goods at issue having been sold and shipped F.O.B. Origin outside the Territory.

B. Defendant

6. Defendant VI Electron, LLC ("VI Electron") is a limited liability company organized under the laws of the United States Virgin Islands, maintaining a place of business at 5000 Estate Enighed, PMB 348, St. John, United States Virgin Islands 00830. VI Electron holds itself out as affiliated with, and conducts business under the name of, CB Loranger Companies.

7. The sole member of VI Electron is Christian B. Loranger, a natural person. Mr. Loranger is identified as "Sole Member" and Chief Executive Officer of VI Electron in the Application for Credit submitted by VI Electron on or about February 27, 2024.

8. Upon information and belief, and after reasonable inquiry, Christian B. Loranger is domiciled in the Commonwealth of Massachusetts, where he resides at 120 Front Street,

Marion, Massachusetts 02738, and where the business offices of CB Loranger Companies are located at 156 Front Street, Suite 5, Marion, Massachusetts 02738. Mr. Loranger is therefore a citizen of the Commonwealth of Massachusetts.

9. Mr. Loranger's residence, and the business offices from which the affairs of CB Loranger Companies are conducted, are both located in Marion, Massachusetts. Throughout the commercial relationship between the parties, Mr. Loranger and the other officers of VI Electron communicated with Solectria using telephone numbers bearing the Massachusetts (508) area code. Upon information and belief, Mr. Loranger has maintained his home in the Commonwealth of Massachusetts at all times material to this action and intends to remain there indefinitely.

10. Because the sole member of VI Electron is a citizen of the Commonwealth of Massachusetts, VI Electron is a citizen of the Commonwealth of Massachusetts, and of no other State or Territory. VI Electron derives no citizenship from the United States Virgin Islands, the Territory of its organization, a limited liability company taking its citizenship solely from that of its members.

11. Neither George E. Owen, identified as Chief Financial Officer of VI Electron, nor Daniel J. Cooney, identified as its Chief Operating Officer, is upon information and belief a member of VI Electron, and the citizenship of neither is attributed to it.

12. In any event, and whatever the State or Territory of Mr. Loranger's domicile may be determined to be, he is not and has not been domiciled in the State of Illinois, and VI Electron is accordingly not a citizen of the State of Illinois. Complete diversity of citizenship between the parties therefore exists on any view of Mr. Loranger's domicile.

JURISDICTION AND VENUE

13. This Court has the jurisdiction of a District Court of the United States, including the diversity jurisdiction provided for in 28 U.S.C. § 1332, pursuant to 48 U.S.C. § 1612(a).

14. This Court has original subject matter jurisdiction over this action under 28 U.S.C. § 1332(a)(1). The matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between citizens of different States. For the purposes of 28 U.S.C. § 1332, the United States Virgin Islands is treated as a State pursuant to 28 U.S.C. § 1332(e).

15. Complete diversity of citizenship exists. Solectria is a citizen of the State of Illinois. VI Electron is a citizen of the Commonwealth of Massachusetts (and is in no event a citizen of the State of Illinois). As such, no party shares citizenship with any opposing party.

16. The amount in controversy exceeds $75,000, exclusive of interest and costs. The unpaid principal balance alone, exclusive of all contractual interest, attorney fees and costs of collection, is $860,926.40.

17. This Court has personal jurisdiction over VI Electron. VI Electron is organized under the laws of the United States Virgin Islands and maintains a place of business in the Territory, and is accordingly at home in this judicial district and subject to its general personal jurisdiction.

18. In addition, and in the alternative, VI Electron is subject to the specific personal jurisdiction of this Court pursuant to 5 V.I.C. § 4903, having transacted business in the Territory and having contracted to supply goods and services in the Territory.

19. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) and § 1391(c)(2), VI Electron being an entity that resides in this judicial district for venue purposes by reason of being subject to this Court's personal jurisdiction with respect to this action. Venue is also proper

under 28 U.S.C. § 1391(b)(2), a substantial part of the events giving rise to the claim having occurred in this district, the goods at issue having been ordered by a Virgin Islands entity for installation at a solar generating facility at Hogensborg, St. Croix, United States Virgin Islands.

FACTUAL ALLEGATIONS

A. The Credit Agreement

20. On or about February 27, 2024, VI Electron submitted a written Application for Credit for the purpose of purchasing goods on credit terms (the "Credit Agreement"). The Credit Agreement was signed on behalf of VI Electron by George E. Owen in his capacity as Chief Financial Officer.

21. In the Credit Agreement, VI Electron identified Christian B. Loranger as its Sole Member and Chief Executive Officer, George E. Owen as its Chief Financial Officer, and Daniel J. Cooney as its Chief Operating Officer.

22. The Credit Agreement provides that payment terms are Net 30 from the date of invoice.

23. The Credit Agreement further provides, in the section captioned "Terms and Conditions," that upon failure of the applicant to pay any indebtedness when due the entire balance may be declared in default and immediately due and payable; that the applicant shall pay any and all attorney fees, expenses and costs incurred in the collection of the account; and that the applicant agrees to pay interest at the rate of one and one-half percent (1.5%) per month on all past due balances.

24. Solectria is the party entitled to enforce the Credit Agreement as the affiliate on whose behalf credit was extended and which supplied the goods invoiced, and/or as assignee of Yaskawa America, Inc.

B. The Order and Delivery of Goods

25. On or about March 2024, Solectria issued Quote No. 00519781, titled "Hogensborg Inverters v3," for the sale of custom-fabricated power racks, transformerless inverters, extended warranties, spare parts kits and remote string combiners for a solar generating facility at Hogensborg, St. Croix, United States Virgin Islands.

26. On or about March 21, 2024, VI Electron issued to Solectria its written Purchase Order No. PO-STX-HOG-007 REV1, signed on VI Electron's behalf by George E. Owen, ordering the goods described in the Quote for the project identified as "VIElectron / STX – Hogensborg" (the "Purchase Order").

27. The Credit Agreement, the Quote and the Purchase Order, together with Solectria's standard terms and conditions, constitute the contract between the parties (the "Agreement").

28. Solectria performed its obligations under the Agreement. Solectria manufactured and delivered to VI Electron seven (7) custom-fabricated power racks, each comprising eight XGI 1500-250D inverters with AC combiner, shipped F.O.B. Origin to VI Electron's designated freight forwarder, Paradise Freight, at 9700 N.W. 91st Court, Medley, Florida 33178, for onward carriage to VI Electron's project on St. Croix.

29. VI Electron accepted the goods and has never rejected them or revoked its acceptance of them.

C. The Unpaid Invoice

30. On or about January 15, 2025, Solectria issued to VI Electron its Invoice No. 91983397 in the amount of One Million One Hundred Ninety-Eight Thousand Eighty-Six and 40/100 Dollars ($1,198,086.40), comprising $1,129,940.00 for the seven power racks and

$68,146.40 in tax, referencing Purchase Order No. PO-STX-HOG-007 REV1 and bearing payment terms of net due in thirty (30) days.

31. On or about January 31, 2025, VI Electron made a payment of Three Hundred Thirty-Seven Thousand One Hundred Sixty and 00/100 Dollars ($337,160.00), which Solectria applied to Invoice No. 91983397.

32. After application of that payment, there remains due and owing on Invoice No. 91983397 the principal sum of Eight Hundred Sixty Thousand Nine Hundred Twenty-Six and 40/100 Dollars ($860,926.40).

33. No further payment has been received. The balance became past due on or about February 14, 2025, and interest has accrued on that balance at the contract rate of 1.5% per month since that date.

D. VI Electron's Repeated Acknowledgments of the Debt

34. VI Electron has repeatedly acknowledged in writing that the balance is owed and has repeatedly promised to pay it.

35. On or about December 3, 2024, following transmission of invoice copies, both George E. Owen and Christian B. Loranger advised Solectria that the invoices would be taken care of.

36. On or about March 28, 2025, George E. Owen wrote to Solectria stating that he was aware VI Electron still had a balance of $860,926.40 from Hogensborg, and that the balance would be included in a first milestone payment.

37. On or about May 6, 2025, George E. Owen wrote to Solectria stating that VI Electron had worked the remaining balance into its construction funding for its next inverter order, that closing was expected within approximately thirty days, and that VI Electron had not forgotten the obligation.

38. On or about June 25, 2025, VI Electron advised Solectria that it expected to receive a term sheet from a fund and that the full amount owed was included in the construction budget under review.

39. On or about July 11, 2025, George E. Owen wrote to Solectria stating that the remaining amount owed for Hogensborg was included within the budgeted figure for VI Electron's next project and would be paid upon closing.

40. On or about September 2025, VI Electron advised Solectria by telephone that payment could be expected within the following week. No payment was made.

41. At no time has VI Electron disputed the amount of the balance stated in Invoice No. 91983397 or the correctness of the account.

E. Demand and Default

42. By letter dated November 11, 2025, addressed to Christian B. Loranger and transmitted to VI Electron, Solectria made final written demand for payment of the outstanding balance and required payment on or before November 21, 2025.

43. VI Electron failed and refused, and continues to fail and refuse, to pay any part of the outstanding balance.

44. Solectria has performed all conditions precedent to VI Electron's obligation to pay, or such conditions have been waived or excused.

COUNT I
BREACH OF CONTRACT

45. Solectria repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

46. The Agreement, comprising the Credit Agreement, the Quote, the Purchase Order and Solectria's standard terms and conditions, constitutes a valid and enforceable contract between Solectria and VI Electron supported by consideration.

47. Solectria performed its obligations under the Agreement by manufacturing and delivering conforming goods to VI Electron's designated carrier.

48. VI Electron materially breached the Agreement by failing to pay the sums due within thirty days of invoice, and by failing to pay following demand.

49. As a direct and proximate result of VI Electron's breach, Solectria has been damaged in the principal amount of $860,926.40, together with contractual interest at 1.5% per month, attorney fees, expenses and costs of collection.

COUNT II
ACTION FOR THE PRICE (GOODS SOLD AND DELIVERED)

50. Solectria repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

51. The transaction at issue is a contract for the sale of goods governed by Article 2 of the Uniform Commercial Code as adopted in the Virgin Islands, 11A V.I.C. § 2-101 et seq.

52. Solectria delivered the goods to VI Electron and VI Electron accepted them.

53. Pursuant to 11A V.I.C. § 2-709, Solectria is entitled to recover the price of goods accepted, together with any incidental damages.

54. The unpaid price of the goods accepted by VI Electron is $860,926.40.

COUNT III
ACCOUNT STATED

55. Solectria repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

56. Solectria rendered to VI Electron a statement of the account in the form of Invoice No. 91983397 and thereafter rendered periodic statements of the balance due.

57. VI Electron received those statements, retained them without objection for an unreasonable period of time, made a partial payment against the account, and repeatedly acknowledged in writing that the stated balance of $860,926.40 was owed.

58. By its retention without objection, its partial payment and its written acknowledgments, VI Electron assented to the correctness of the account, and an account stated arose between the parties in the sum of $860,926.40.

59. VI Electron has failed to pay the account stated, and $860,926.40 remains due and owing, together with contractual interest.

COUNT IV
UNJUST ENRICHMENT (PLED IN THE ALTERNATIVE)

60. Solectria repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

61. This Count is pled in the alternative pursuant to Rule 8(d) of the Federal Rules of Civil Procedure, and only in the event that the Agreement is found to be unenforceable or inapplicable in whole or in part.

62. Solectria conferred a benefit upon VI Electron by manufacturing and delivering seven custom-fabricated power racks for VI Electron's Hogensborg project.

63. VI Electron appreciated and retained that benefit and has deployed or intends to deploy the goods at its project.

64. VI Electron's retention of the benefit without payment of the reasonable value of the goods, in the amount of not less than $860,926.40, is inequitable, and VI Electron has been unjustly enriched at Solectria's expense.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Solectria Renewables, LLC, d/b/a Yaskawa Solectria Solar, respectfully requests that this Court enter judgment in its favor and against Defendant VI Electron, LLC, as follows:

a. Awarding compensatory damages in the principal sum of $860,926.40;

b. Awarding contractual prejudgment interest at the rate of 1.5% per month on the past due balance from February 14, 2025 through the date of judgment, in an amount to be proven at trial and presently calculated at not less than $263,369.23;

c. Awarding Plaintiff its reasonable attorney fees, expenses and costs of collection pursuant to the terms of the Credit Agreement and 5 V.I.C. § 541;

d. Awarding post-judgment interest pursuant to 28 U.S.C. § 1961;

e. Awarding Plaintiff its costs of suit; and

f. Granting such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,

Dated: November 23, 2026

LAW OFFICES OF KARIN A. BENTZ, P.C.

/s/ Karin A. Bentz

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