

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

| | | |
|--|---|------------------------------|
| MOHAMMAD HAMED , <i>by his authorized</i> |) | |
| <i>agent</i> WALEED HAMED, |) | |
| |) | CIVIL NO. SX-12-CV-99 |
| Plaintiff, |) | |
| v. |) | |
| FATHI YUSUF and UNITED CORPORATION , |) | ACTION FOR DAMAGES, |
| |) | INJUNCTIVE AND |
| |) | DECLARATORY RELIEF |
| Defendants. |) | JURY TRIAL DEMANDED |
| |) | |

NOTICE OF FILING OF COMPARISON DOCUMENT

COMES now plaintiff, through undersigned counsel and gives Notice of this filing of the comparison document with regard to his Amended Complaint (DE 15) as per *Local Rule of Civil Procedure* 15.1. "specifically delineating the changes or additions." Said comparison is attached hereto.

Dated: October 19, 2012

/s/Joel H. Holt, Esq.
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Dated: October 19, 2012

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Page 2

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of October, 2012, I filed the foregoing with the Clerk of the Court, and delivered by ECF to the following:

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/s/Joel H. Holt, Esq.

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

| | | |
|---|---|----------------------------|
| MOHAMMAD HAMED ₁ by his authorized agent WALEED HAMED ₁ |) | |
| |) | |
| |) | <u>Plaintiff,</u> _____) |
| CIVIL NO. SX-12-CV- <u>37099</u> |) | |
| <u>Plaintiff,</u> _____) |) | |
| v. |) | |
| FATHI YUSUF and UNITED CORPORATION |) | <u>ACTION FOR DAMAGES,</u> |
| _____) INJUNCTIVE AND |) | <u>ACTION FOR DAMAGES</u> |
| |) | DECLARATORY RELIEF |
| Defendants. |) | <u>JURY TRIAL DEMANDED</u> |
| _____) |) | |
| _____) |) | |

FIRST AMENDED COMPLAINT

Comes now, the Plaintiff, Mohammad Hamed, by his authorized agent, Waleed Hamed, and hereby files this First Amended Complaint against Fathi Yusuf and the United Corporation,¹ alleging as follows:

1. This Court has jurisdiction over this matter pursuant to Title 4 V.I.C. §76(a) and Title 5 V.I.C. §1261.
2. Plaintiff, Mohammad Hamed ("Hamed") and his authorized agent Waleed Hamed (a/k/a Wally Hamed) are both adult residents of St. Croix, United States Virgin Islands. The acts referenced herein attributable to Mohammad Hamed are ~~to~~ acts done either directly by Mohammad Hamed or ~~through his~~ for him by his

¹ This original Complaint (DE 1-3) was a pleading "to which a responsive pleading is required." The plaintiffs are entitled to file an amended complaint as a matter of right pursuant to Fed.R.Civ.P. 15(a)(1)(B) "within 21 days after service of. . .a motion under Rule 12(b)." Defendants filed such a motion on October 9, 2012. (DE 9 and 10)

First Amended Complaint
Page 2

authorized agents, all of whom are family members acting as his authorized agent, ~~hereinafter collectively referred to as "Hamed."~~ from time to time.

3. Defendant Fathi Yusuf ("Yusuf") is a resident of the St. Croix, United States Virgin Islands. ~~The acts referenced herein attributable to Fathi Yusuf are to acts done either directly by Fathi Yusuf or through his family members acting as his authorized agent, hereinafter collectively referred to as "Yusuf."~~

4. ~~The defendant,~~ Defendant United Corporation ("United") is a Virgin Islands Corporation.

5. ~~In the mid-1980's,~~ 1970's, Mohammad Hamed opened and ~~Yusuf formed~~ operated a ~~partnership to operate a~~ successful grocery ~~supermarket~~ business on ~~the east side of~~ St. Croix,

6. In the early 1980's, Yusuf began to build a shopping center at Sion Farm, St. Croix, which he hoped would include a supermarket, even though he had never operated a grocery business before.

7. During the construction of that shopping center, Yusuf continually ran out of money and was unable to get any loans from any banks. As such, he sought help from Mohammed Hamed, which Mohammed Hamed agreed to provide.

8. Mohammad Hamed provided funds to complete the construction of the shopping center. In addition, when more funds were needed to create and open the supermarket, Mohammad Hamed sold his grocery store and contributed all of his life savings to the supermarket project in addition to the funds previously

First Amended Complaint

Page 3

provided for the shopping center construction, devoting his full time and energy to getting the supermarket open as well.

9. During this time period, Mohammad Hamed and Yusuf agreed to enter into a 50/50 partnership (hereinafter referred to as the "Partnership") to create, fund and operate this new grocery supermarket business, which they named Plaza Extra, ~~which~~ Supermarket. It was located in ~~at~~ the shopping center ~~operated by~~ United.

10. As both Mohammed Hamed and Yusuf agreed to contribute their time and their personal funds to create this Partnership, both risked the loss of their significant initial investments. Moreover, they both agreed that going forward each partner was responsible for 50% of all losses, and was entitled to 50% of all profits from the supermarket business' operations. Indeed, defendants have admitted that the profits of the grocery business were shared with plaintiff -- in pleadings filed in this case.

5-11. When the supermarket at Sion Farm opened in 1986, Mohammad Hamed used his experience and contacts in the grocery business to get the store stocked and open successfully.

6-12. The Partnership between Hamed and Yusuf subsequently expanded to two other supermarket locations, one in the west end ~~to St. Croix and one in St. Thomas, both of which~~ of St. Croix (both built and initially stocked from the profits of the Partnership) and one in St. Thomas (also both built and initially stocked from the profits of the Partnership). Both of these supermarkets were also

First Amended Complaint
Page 4

operated under the name Plaza Extra. The Partners generally refer to these three stores as Plaza Extra East (Sion Farm, St. Croix), Plaza Extra West (Plesson/Grove, St. Croix) and Plaza Extra St. Thomas (Tutu Park, St. Thomas. The Plaza These supermarkets have grown in size, currently employing in excess of 600 employees in the three stores.

~~7.13.~~ At all times relative hereto, the three Plaza Extra supermarkets have been managed jointly by ~~Hamed and Yusuf, operating as a partnership with separate accounting records and separate bank accounts for each store, even though the partnership utilized the corporate entity of United for the reporting of tax obligations~~ the Partnership, with each Partner having an active role in the operations of the three stores either through their direct actions or through the actions of their authorized agents. In this regard, each Partner always has had a designated family member in a top managerial position in each store, acting as each Partner's representative and agent. The designated managers from each Partner's family jointly manage the respective stores together.

14. The Partnership has always had separate, segregated books and accounts for each of the three Plaza Extra Supermarkets, and kept a detailed accounting open to both partners for the expenses and profits of the Partnership wholly separate from the unrelated business operations of United in its operation of the United shopping center located at Sion Farm St. Croix.

15. As part of his Partnership activities Yusuf made the decision that the reporting of all accounting and other filings for these Partnership operations to the

First Amended Complaint
Page 5

Government would be done by United, such as all tax filings and similar matters -
- he provided the services of United as part of his partnership contribution, to
which Mohammad Hamed did not object.

8-16. The bank accounts for the three Plaza Extra supermarkets were created
for the benefit of, and have always been accessible to (and transacted on)
equally ~~to~~ by the partners, Mohammad Hamed and Yusuf, with the Partners
agreeing that ~~-- to maintain management control -- Yusuf and Hamed (or~~ one
family member from each of the Hamed and Yusuf families ~~will~~ as their agents)
would sign each check written on these supermarket bank accounts. ~~The parties~~
~~are currently prohibited from removing funds from these accounts other than to~~
~~operate the three Plaza supermarkets because of an Order entered by the~~
~~District Court of the Virgin Islands in the criminal matter entitled, USA v. United~~
~~Corporation et al., District Court Criminal No. 2005-15.~~ The current, segregated
"supermarket" bank accounts kept by United for the Partnership for each of the
three Plaza stores are:

St. Thomas Plaza Extra Store:

| | | |
|-------------------|--------------|---------------------------|
| Operating Acct: | 04xxxxxxxxxx | Bank of Nova Scotia (BNS) |
| Payroll Acct: | 04xxxxxxxxxx | Bank of Nova Scotia (BNS) |
| Telecheck Acct: | 04xxxxxxx | Bank of Nova Scotia (BNS) |
| Credit Card Acct: | 1xxxxxxx | Banco Popular |

St. Croix Plaza Extra – WEST

| | | |
|-------------------|--------------|---------------------------|
| Operating Acct: | 19xxxxxx | Banco Popular |
| Credit Card Acct: | 19xxxxxx | Banco Popular |
| TeleCheck Acct: | 05xxxxxxxxxx | Bank of Nova Scotia (BNS) |

First Amended Complaint
Page 6

St. Croix Plaza Extra – EAST

| | | |
|-------------------|------------|---------------------------|
| Operating Acct: | 19xxxxxx | Banco Popular |
| Credit Cart Acct: | 19xxxxxx | Banco Popular |
| Telecheck Acct: | 58xxxxxxxx | Bank of Nova Scotia (BNS) |

9-17. United has always had completely separate accounting records and separate bank accounts for its operations of the 'non-supermarket' shopping center and business operations that were unrelated to the three Plaza Extra supermarket stores. Neither Mohammad Hamed does not nor his agents have access to these separate "non-supermarket" United bank accounts used by United for its shopping center and other businesses unrelated to the three Plaza Extra supermarkets.

10-18. At all times relative hereto, the Hamed and Yusuf Partnership profits from the Plaza Extra stores have always been held in the identified "supermarket" banking and brokerage accounts completely separate from the profits of United's other unrelated businesses, even though the banking and brokerage accounts holding the profits from the Hamed and Yusuf Partnership are in United's name as well. The parties are currently prohibited from removing funds from these accounts because of the same Order entered solely used by the District Court of the Virgin Islands in USA v. Partnership and kept for the Partnership by United Corporation et al., District Court Criminal No. 2005-15.in segregated United accounts. The current brokerage accounts holding these profits are:

Popular Securities

First Amended Complaint
Page 7

PSx-xxxx22
PSx-xxxx63
PSx-xxxx60
PSx-xxxx79
PSx-xxxx01
PSx-xxxx10
PSx-xxxx28
PSx-xxxx36

At all times relative hereto, for more than 25 years, Mohammad Hamed and Yusuf have equally shared all the profits distributed by United to the Partnership - - from the operation of the three Plaza supermarkets, -- and been responsible for all losses. Except for the recent unauthorized removal of funds described herein, for 25 years, all such distributions from the supermarket accounts have been split 50/50 between the Partners.

19. The partners also agreed that all stores would employ and would rely on joint decisions of themselves (or their respective family members from each family assigned to each store), so that management would be by a working consensus of the two Partners directly or through their designated agents, all of whom are family members.

~~11.~~20. From time to time, Mohammad Hamed and Yusuf have used these profits, distributed solely from these "supermarket accounts" to buy other businesses and real property, -- always then owning these jointly held assets, regardless of the form of ownership, on a 50/50 basis. The following assets, now owned 50/50 between the Hamed and Yusuf (or their families through them) were purchased

First Amended Complaint
Page 8

using 50/50 distributions Partnership profits from the three Plaza Extra supermarkets -- from the "supermarket" accounts:

a) Peter's Farm Investment Corporation - This Virgin Islands corporation, owned 50/50 between the two families, owns hundreds acres of unimproved land on St. Croix and St. Thomas, some near Christiansted, some out east on St. Croix, some out west on St. Croix and some on the west end of St. Thomas, all of which was purchased over the years at different times from the Partnership's profits.

b) Sixteen Plus Corporation - This Virgin Islands corporation, owned 50/50 between the two families, owns over 300 acres of unimproved beachfront land on the South shore of St. Croix;

c) Plessen Enterprises, Inc. - This Virgin Islands corporation, owned 50/50 between the two families, owns over 100 acres on the west end of St. Croix where the Plaza Extra West store is located (and does not charge any rent to Plaza Extra West, which store was constructed at a cost of millions of dollars, also from the profits made from the Partnership in the supermarket accounts) as well as another 150 acres on St. Croix in Estate Diamond and land in St. Thomas, including 2 acres of improved property known as Mandela Circle and 9 acres of unimproved land known as Fort Milner.

d) Y and S Corporation - ("Dorthea Property") - Land and condos located in St. Thomas, owned 50/50 between the two families, which was recently sold for

First Amended Complaint
Page 9

\$1,600,000, even though Faith Yusuf has refused to turn over the funds to the Partnership.

~~12-21.~~ In this regard, Hamed and Yusuf have also scrupulously maintained records of withdrawals from the ~~partnership~~United-held "supermarket" Partnership profit account to each of them (and their respective family members), to make ~~sure~~certain there would always be an equal (50/50) amount of these withdrawals for each ~~partner's~~partner directly or to designated family members.

~~13-22.~~ Yusuf has repeatedly confirmed the existence of this Partnership between himself and Hamed to third parties intending them to rely on the representations, including in transcribed statements made under oath. See Exhibit A.

~~14.~~ On February 10, 2012, Yusuf's attorney, Nizar DeWood ("DeWood"), informedgave notice to Hamed (through his agent Wally Hamed) that Yusuf ~~wanted to dissolve~~was dissolving the Partnership. See Exhibit A.

~~23.~~ On February 12, 2012, (See Exhibit B).

~~15-24.~~ DeWood ~~sent~~attached a letter to this email (Exhibit B), sent on Yusuf's behalf to Hamed ~~announcing,~~ confirming that Yusuf was ~~ready to proceed~~proceeding with dissolving the Partnership, and describing the Partnership assets to be divided as follows:

As it stands, the Partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

First Amended Complaint
Page 10

No mention was ever made in the Notice of United being the sole entity, of the non-existence of the Partnership or of the claims Yusuf now makes to United's ownership of the profits and assets of the Partnership.

~~16-25.~~ DeWood then sent a ~~proposed~~ partnership dissolution agreement on behalf of Yusuf on March 13, 2012, to Wally Hamed, regarding the ~~proposed~~ dissolution of the Partnership. That document (see **Exhibit C**) ~~then went on to state~~stated in part as follows: (use of the capitalized "P" to refer to both the Partners and the Partnership in the original):

WHEREAS, the Partners have operated the Partnership under an oral partnership Agreement since 1986.

WHEREAS, the Partnership was formed for the purposes of operating Super Markets in the District of St. Croix, and St. Thomas; and

WHEREAS, the Partners have shared profits, losses, deductions, credits, and cash of the Partnership;

WHEREAS, the Partners have certain rights and responsibilities under the Virgin Islands Revised Uniform Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

That document then described the Partnership assets as follows:

Section 1.1: Assets of the Partnership

1. PLAZA EXTRA EAST- Estate Sion Farm. St. Croix
2. PLAZA EXTRA WEST- Estate Grove, St. Croix (Super Market Business ONLY)
3. PLAZA EXTRA - Tutu Park. St. Thomas

~~17-26.~~ The parties thereafter met on numerous occasions to try to address the division of the Partnership assets, including the three Plaza Extra Stores and the Partnership profits held in the various bank and brokerage accounts. ~~However, to~~

First Amended Complaint
Page 11

~~date no agreement has been reached regarding the division of these partnership assets. No mention was ever made of United being the sole entity for grocery operations, of the non-existence of the Partnership or of the claims Yusuf now makes to United's ownership of the profits and assets of the Partnership.~~

27. In the interim time period during 2012, Yusuf has continued (as recently as October 1, 2012) to address letters to the Partnership regarding its obligations of rent to "Mohammad Hamed" as "Plaza Extra Supermarket" at the store address - - and demanded that plaintiff cause Plaza Extra to make rent payments to United from Plaza Extra Supermarket. See **Group Exhibit D.**

~~18-28.~~ Notwithstanding this fact, Yusuf has engaged in and continues to engage in numerous acts in breach of his obligations and duties as a partner in his partnership with Hamed, all of which are designed to undermine the Partnership's operations and success, including but not limited to the following acts:

- a) Threatening to terminate the Hamed family employees in the three Plaza Extra stores;
- b) Threatening ~~to have United evict~~ immediate eviction of the Partnership and the Plaza Extra ~~store located in~~ supermarket from the United shopping center on the east side of St. Croix (see **Group Exhibit D**), which would close the stores -- including the threat of using illegal self-help to immediately remove the ~~partnership~~ Partnership's supermarket from the premises ~~without using~~

First Amended Complaint
Page 12

- ~~judicial process~~ in violation of the law prohibiting a landlord from using self help to try to remove a tenant;
- c) Attempting to have United impose excessive rent obligations on this store inconsistent with all other leases (see **Group Exhibit D**); to try to close down the Sion store;
- d) Failing to recognize ~~Plaza Extra's~~ the Partnership's rights in the premises where its Plaza Extra store in the United Shopping Center is located, as the store was damaged by fire in 1992 and was rebuilt entirely with insurance funds from the Plaza Extra supermarket and not from United, including using said Partnership funds for the purchase of additional adjacent land for use by the supermarket; (which is, unlike the rest of the shopping plaza, a Partnership asset);
- e) Attempting to verbally discredit the operations of ~~these three stores by making defamatory statements about Hamed and his family members to third parties, including suppliers for the three stores, which are completely untrue~~ Partnership;
- f) Attempting to unilaterally change how the stores have operated by threatening to impose new and ~~unreasonable~~ unilateral restrictions on the operations of these ~~s~~ three stores, all of which are aimed at undermining Hamed's partnership interest in the three stores.

First Amended Complaint
Page 13

- g) Refusing to pay valid obligations owed by the Partnership, ~~including but not limited to attorney's fees incurred in litigation in the pending District Court criminal case,~~ in an effort to undermine the Partnership's operations;
- h) Threatening to close down the Plaza Supermarkets;
- i) Threatening the Hamed family members working in the Plaza supermarkets with physical harm, trying to intimidate them into leaving the stores;
- j) Giving false information to third parties, including suppliers of the three Plaza Supermarkets, regarding its future operations, ~~---~~ jeopardizing the good will of the Three Plaza supermarkets;
- k) Unilaterally canceling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets; and
- l) Spending funds from the bank accounts of the three Plaza supermarkets to support his other personal business interests unrelated to the three Plaza supermarkets.

~~19-29.~~ Finally, On or about August 20, 2012, Yusuf unilaterally and wrongfully converted \$2.7 million from ~~the~~ Plaza Extra "supermarket accounts" used to operate the Partnership's three stores, placing the funds in a separate "non-supermarket" United account controlled only by him. Said conversion was a willful and wanton breach of the Partnership agreement between Hamed and Yusuf.

~~20-30.~~ Despite repeated demands, he has not returned these funds to the Plaza Extra ~~bank~~ "supermarket accounts" from which they were withdrawn, which not

First Amended Complaint
Page 14

only violates the Partnership agreement, but also threatens the financial viability of these three Plaza supermarkets and the employment of its 600 employees.

~~21-31.~~ Upon information and belief, Yusuf has used ~~these~~additional Partnership funds to purchase other assets in United's name, such as real property on St. Croix recently purchased for \$1.7 million. See **Exhibit E**.

32. Upon information and belief, Yusuf has also now diverted more than \$1.6 million in partnership funds from the Partnership interest the Dorthea Property and, upon information and belief based on a statement he made to Waleed Hamed, removed those funds to a place out of the jurisdiction of the Court

~~22-33.~~ The acts in question were designed in part to take advantage of Mohammad Hamed's ~~falling~~ health to force him out of the Partnership and deny him his rightful partnership assets and profits.

COUNT I

~~23-34.~~ All preceding allegations are realleged and incorporated herein by reference.

24-35. A partnership was formed between the two parties. The Partnership has as its terms, by oral agreement: 50/50 sharing of profits, 50/50 sharing of losses, joint management of the three Plaza Extra supermarkets, joint control of all Partnership funds, authority of the partners to act for the Partnership as its agents, joint ownership of the property and assets of the Partnership, and the joint control of the accounting operations of the Partnership as a distinct entity.
The foregoing acts by Yusuf all violate the Partnership rights of Mohammed

First Amended Complaint
Page 15

Hamed as well as the terms of the partnership agreement between Yusuf and [Mohammad](#) Hamed.

~~25-36.~~ As such, pursuant to 26 V.I.C., [including](#) § 75, [Mohammad](#) Hamed is entitled to legal and equitable relief as deemed appropriate to protect and preserve his partnership rights.

~~26-37.~~ In this regard [Mohammad](#) Hamed is entitled to declaratory [and equitable](#) relief as to his rights as well as injunctive relief to protect those rights, including the return of funds [or creation of a trust as](#) to the Partnership [funds](#) improperly taken or spent by Yusuf [and/or United](#) to date in violation of the agreement between the parties.

~~27-38.~~ [Mohammed](#) Hamed is also entitled to compensatory damages for all financial losses inflicted by Yusuf on the Partnership and/or his partnership interest as well as punitive damages against Yusuf for his willful and wanton misconduct.

COUNT II

~~28-39.~~ All preceding allegations are realleged and incorporated herein by reference.

~~29-40.~~ The foregoing acts by Yusuf also constitute intentional misconduct, or reckless and grossly negligent conduct, which has adversely and materially affected the Partnership between [Mohammed](#) Hamed and Yusuf regarding the three Plaza supermarkets.

41. United was at the time of the formation of the Partnership, controlled by Yusuf, who, as the partner making such financial arrangements for the Partnership, committed it to do acts and hold funds and property for the Partnership either as an agent, or, alternatively under an agreement or under a trust. United, which is also an alter ego of Yusuf, now refuses to pay over said funds -- which breaches the agreement and the duties due to the Partnership and his Partner.

~~30-42.~~ As such, Mohammad Hamed is also entitled to a judicial determination under 26 V.I.C. including § 121(5) that it is not practicable to continue the Partnership with Yusuf so that Yusuf's partnership interests should be disassociated from the business, allowing Hamed to continue the Partnership's business without him pursuant to the provisions of 26 V.I.C. including §§ 122-123, 130 and what is now Subchapter VII of Title 26.

COUNT III

43. All preceding allegations are realleged and incorporated herein by reference.

44. United was at the time of the formation of the Partnership, controlled by Yusuf who, as the partner making such financial arrangements for the Partnership, committed it to do acts and hold funds and property for the Partnership either as an agent, or, alternatively under contract or under a trust. United, which is also an alter ego of Yusuf, now refuses to pay over said funds -- which breaches the agreement and the duties due to the Partnership and his Partner.

45. The defendant United Corporation would violate its agency, violate Mohammad Hamed's contribution of its services to the Partnership, and be unjustly enriched

First Amended Complaint
Page 17

if it did not distribute the 50% of the Partnership funds and 50% of the Partnership property belonging to the plaintiff, Mohammed Hamed.

46. Mohammad Hamed is entitled to declaratory relief finding that all funds belonging to the plaintiff held by United Corporation are held in either in the course of business as an agent, as Yusuf's alter ego or as a constructive trust for the plaintiff, which must be returned forthwith. United should also be equitably estopped from denying the obligation to provide such funds and property to plaintiff. In the alternative Mohammad Hamed is entitled to declaratory relief finding that an amount equal to 50% of the Partnership profits and property held in United for distribution to or for the benefit of Yusuf are owed to Hamed under the Partnership Agreement or pursuant to a constructive trust for Hamed.

WHEREFORE, the Plaintiff seeks the following relief from this Court as follows:

- 1) A full and complete accounting to be conducted by a court-appointed Master, with Declaratory Relief against both defendants to establish Hamed's rights under his Yusuf/Hamed Partnership with Yusuf, including his rights regarding the operation of the three Plaza Extra supermarkets and the withdrawal of funds from the Partnership accounts associated with these three Plaza supermarkets;
- 2) Injunctive Relief enjoining the defendants from interfering with Hamed's partnership rights, including enjoining Yusuf from interfering with the operations of the three Plaza Extra supermarkets and enjoining Yusuf from withdrawing any funds from any partnership bank accounts or brokerage accounts without the consent of Hamed;
- 3) Declaratory Relief and Injunctive Relief against both defendants requiring the immediate return of ~~of~~ all funds improperly withdrawn from the bank accounts of the three Plaza supermarket accounts by Yusuf, including but not limited to the \$2.7 million recently removed by Yusuf to an account to which Hamed does not have access;

First Amended Complaint
Page 18

- 4) Declaratory Relief requiring Yusuf to account for and return all funds of the Partnership related to the Dorthea Beach investment and any other funds or property recently removed without a 50% distribution to Hamed;
- 4)5) Declaratory Relief and Injunctive Relief against both defendants regarding the property rights of the Plaza Extra store located at the United Shopping Center on the east side of St. Croix;
- 5)6) Declaratory Relief as to the Partnership's rights in any businesses and/or assets purchased by United using partnership assets or obtained without providing the Partnership the opportunity to participate in the ownership of these newly acquired businesses and/or assets;
- 6)7) An award of compensatory damages against the defendants, jointly and severally, as determined by the trier of fact;
- 7)8) A judicial determination under 26 V.I.C. including § 121(5) that it is not practicable to continue the Partnership with Yusuf so that Yusuf's partnership interests should be disassociated from the business, allowing Hamed to continue the Partnership business without him pursuant to the provisions of 26 V.I.C. including §§ 122-123, 130 and what is now Subchapter VII of Title 26-;
- 9) A judicial determination that the defendant United Corporation would be unjustly enriched if it does not disburse the Partnership funds and property belonging to the plaintiff forthwith;
- 10) A judicial determination that the Partnership funds and property held by United Corporation which belong to the plaintiff are subject to a constructive trust in favor of the plaintiff, which must be distributed to the plaintiff forthwith;
- 8)11) An award of prejudgment interest at the statutory rate of 9%;
- 9)12) An award of punitive damages against Yusuf as determined by the trier of fact;
- 10)13) An award of attorney's fees and costs against both defendants; and
- 11)14) Any other relief the Court deems appropriate as warranted by the facts and the applicable law.

A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES TRIABLE BY A JURY

First Amended Complaint
Page 19

Dated: ~~September 17~~ October 19, 2012

_____/s/Joel H. Holt, Esq.

Joel H. Holt, Esq.

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Dated: October 19, 2012

/s/Carl J. Hartmann, III, Esq.

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CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of October, 2012, I filed the foregoing with
the Clerk of the Court, and delivered by ECF to the following:

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