

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

MOHAMMAD HAMED, by his)
authorized agent **WALEED HAMED**,)
)
Plaintiff/Counterclaim Defendant,)

vs.)

CIVIL NO. SX-12-CV-370

FATHI YUSUF and)
UNITED CORPORATION,)
)
Defendants/Counterclaimants,)

vs.)

**ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

WALEED HAMED, WAHEED)
HAMED, MUFEED HAMED,)
HISHAM HAMED,)
and **PLESSEN ENTERPRISES, INC.**,)
)
Counterclaim Defendants.)

WADDA CHARRIEZ,)

Plaintiff,)
vs.)

CIVIL NO. SX-13-CV-152

UNITED CORPORATION,)
)
Defendant.)

**WADDA CHARRIEZ' OPPOSITION
TO PLAINTIFF UNITED'S MOTION TO CONSOLIDATE HER CASE WITH
MOHAMMAD HAMED'S CASE, SX-12-CV-370**

On March 17, 2016, Defendants filed three separate motions to consolidate the following cases with Mohammad Hamed's case, SX -12-CV-370:

1. United v. Waleed (Wally) Hamed, SX-13-CV-003
2. United v. Waheed (Willie) Hamed, ST-13-CV-101, and
3. Wadda Charriez v. United, SX-13-CV-152

The first two of these cases were brought by United Corporation for alleged acts of Wally and Willie Hamed **solely** against the Plaza Extra Supermarkets in the early 1990's. Both cases are already subject to a dispositive motion for summary judgment, copies of which are attached hereto as **Exhibits 1 and 2**, in which the following issues are undisputed:

1. United admitted that never has been the owner of the Plaza Extra Stores.
2. United admitted that a partnership between Hamed and Yusuf existed.
3. Thus, the only real party in interest is Fathi Yusuf -- already a party here.
4. Thus, Yusuf's claims are already before this Court without consolidation.

Thus, there is absolutely no dispute that United does not have a claim against either Waheed Hamed or Waleed Hamed, so consolidation would just be a waste of judicial resources since dispositive motions for summary judgment can now be granted in each case against United without waiting for consolidation.

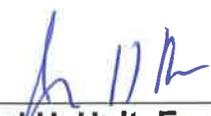
The third action, *Wadda Charriez v. United*, SX-13-CV-152, should not be consolidated because:

1. Wadda Charriez is not a party in this case.
2. Charriez has not been a participant in any of the depositions or discovery.
3. The Charriez claim is a personal injury claim, not a commercial claim.
4. Most importantly, Charriez has also filed a dispositive motion for summary judgment against United in her case. See Exhibit 3.

Again, there is absolutely no dispute that United does not have a claim against Wadda Charriez, so consolidation would just be a waste of judicial resources since a dispositive motion for summary judgment can now be granted in her case against United without waiting for consolidation.

Thus, it is respectfully submitted that the motion to consolidate these three cases should be denied.

Dated: March 29, 2016



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CERTIFICATE OF SERVICE

I hereby certify that on this 29 day of March, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

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

UNITED CORPORATION,)	CIVIL NO. SX-13-CV-03
)	
<i>Plaintiff,</i>)	ACTION FOR DAMAGES INJUNCTIVE
)	RELIEF AND DECLARATORY RELIEF
)	
v.)	
)	
WALEED HAMED,)	
)	
<i>Defendant.</i>)	
)	

**DEFENDANT WALEED HAMED'S
MOTION AND MEMORANDUM FOR SUMMARY JUDGEMENT**

Waleed Hamed (“Defendant”), by and through his undersigned counsel and pursuant to Rule 56, hereby moves for summary judgment dismissing the above-captioned civil action (this “Action”) with prejudice, as there is no genuine dispute as to any material fact and Defendant is entitled to judgment as a matter of law.

This Action involves claims by United Corporation (“United”) enforcing the rights of the Plaza Extra Supermarkets in the early 1990’s. When it filed this suit, United claimed that United, rather than Fathi Yusuf, was a partner in the joint venture with Mohammad Hamed which owned and operated these supermarkets. Complaint at ¶ 11. Since its filing, United has conceded in judicial pleadings filed in the Superior Court in another case that this allegation is not true – that Fathi Yusuf and Mohammad Hamed were the only partners.

In this regard, United admitted in another case, **where it is also a party**, that a partnership between Hamed and Fathi Yusuf, not United, has owned the Plaza Extra stores since 1986. See Defendants’ *Memorandum in Support of Motion to Appoint Master For Judicial Supervision of Partnership Winding Up*, **Exhibit 1** at ¶ 7, pp. 3-4. Judge Brady specifically noted the admission



and further concessions in open court that only Mohammad Hamed and Fathi Yusuf, and not United Corporation, were the partners in Plaza Extra Supermarkets -- in his summary judgment opinion dated November 7, 2014. *Hamed v. Fathi Yusuf & United Corp. et al.*, Civ. No. SX-12-CV-370 (See **Exhibit 2**):

In his Motion re Master, Defendant Yusuf conceded the existence of a partnership by operation of law **between himself and Plaintiff Hamed**, and requested that this Court dissolve said partnership. See Motion re Master, ¶7. **In subsequent filings and in open court, Defendants have reiterated their concession as to the existence of the partnership.** (Emphasis added.)

Id. at p. 2. As a result, the Court entered summary judgment on the exact issue presented here – that United has absolutely no interest in (or right to assert the claims of) the partnership, holding that the defendants had conceded that the Plaza Extra Stores were owned solely by the Hamed-Yusuf partnership, not United Corporation:

ORDERED that the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, **with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities;**. . . (Emphasis added.)

Id. at pp 2-3. Thus, the issue of whether United has any claim against the Defendant based on some interest in or rights as the owner of, or partner in the Plaza Extra Supermarkets has been resolved, warranting this case being dismissed. Indeed, United's admission and concessions in that case collaterally estops it from arguing otherwise here.

In summary, United asserts a claim that it has conceded in another case is now untrue—as it now has admitted it never owned the supermarket business that it claimed it owned in the complaint---warranting summary judgment here and dismissal of the case.

Respectfully submitted,

HAMM ECKARD, LLP

Dated: March 22, 2016

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Counsel to Waleed Hamed

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I hereby certify that on this 23 day of March, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

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

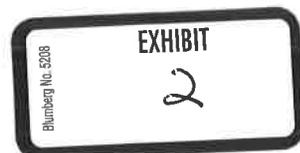
UNITED CORPORATION,) CIVIL NO. ST-13-CV-101
)
) Plaintiff,) ACTION FOR DAMAGES INJUNCTIVE
) RELIEF AND DECLARATORY RELIEF
)
 v.)
)
 WAHEED HAMED,)
)
) Defendant.)
)
)

**DEFENDANT WAHEED HAMED'S
MOTION AND MEMORANDUM FOR SUMMARY JUDGEMENT**

Waheed Hamed ("Defendant"), by and through his undersigned counsel and pursuant to Rule 56, hereby moves for summary judgment dismissing the above-captioned civil action (this "Action") with prejudice, as there is no genuine dispute as to any material fact and Defendant is entitled to judgment as a matter of law.

This Action involves claims by United Corporation ("United") enforcing the rights of the Plaza Extra Supermarkets in the early 1990's. When it filed this suit, United claimed it, rather than Fathi Yusuf, was a partner in the joint venture with Mohammad Hamed which owned and operated these supermarkets where Defendant was an employee. Complaint at ¶¶ 7-9. Since its filing, United has conceded in judicial pleadings filed in the Superior Court in another case that this allegation is not true – that Fathi Yusuf and Mohammad Hamed were the only partners.

In this regard, United admitted in another case, **where it is also a party**, that a partnership between Hamed and Fathi Yusuf, not United, has owned the Plaza Extra stores since 1986. *See Defendants' Memorandum in Support of Motion to Appoint Master For Judicial Supervision of Partnership Winding Up, Exhibit 1* at ¶ 7, pp. 3-4. Judge Brady specifically noted the admission



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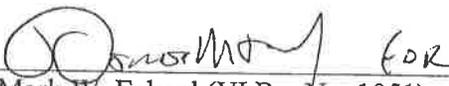
Id. at pp 2-3. Thus, the issue of whether United has any claim against the Defendant based on some interest in or rights as the owner of, or partner in the Plaza Extra Supermarkets has been resolved, warranting this case being dismissed. Indeed, United's admission and concessions in that case collaterally estops it from arguing otherwise here.

In summary, United asserts a claim that it has conceded in another case is now untrue—as it now has admitted it never owned the supermarket business that it claimed it owned in the complaint---warranting summary judgment here and dismissal of the case.

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Counsel to Waheed Hamed

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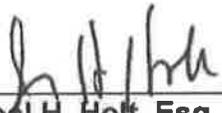
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