

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

**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants.*

vs.

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

*Counterclaim Defendants,*

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**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff,*

vs.

**UNITED CORPORATION,**

*Defendant.*

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**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff,*

vs.

**FATHI YUSUF,**

*Defendant.*

**Case No.: SX-2012-cv-370**

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

JURY TRIAL DEMANDED

Consolidated with

**Case No.: SX-2014-CV-287**

**ACTION FOR DECLARATORY  
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

**Case No.: SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S REPLY TO YUSUF'S OPPOSITION TO MOTION RE HAMED CLAIM H-2:  
\$2,784,706.25 MILLION TAKEN BY YUSUF AND UNITED**

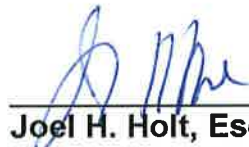
Hamed has raised as one of his claims, designated as H-2, the \$2.7 million unilaterally taken from the Partnership in 2012 by Yusuf. While Yusuf submitted a voluminous response on January 16th, continually attempting to discuss other claims which might offset this claim, there is one line (page 1, third line) from Yusuf's motion which seals this claim:

"there is no dispute that Yusufs account should be charged with this withdrawal"

Thus, this claim has been conceded and can be finalized now.

As for Yusuf's complicated "accounting" offsets, the entire claims process can address all of those issues whenever they are raised, as with all claims of each partner.<sup>1</sup> However, this claim is now conceded as being due, so nothing further is needed to enter an order on Hamed's Claim H-2 for \$2,784,706.25, plus \$1,305,988 in statutory interest from August 15, 2012 (the date of the Plaza Extra check written to the United Corporation for this unilateral Partnership withdrawal).

**Dated:** January 17, 2018



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**Joel H. Holt, Esq.**  
*Counsel for Plaintiff*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709  
Fax: (340) 773-8677

**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Plaintiff*  
5000 Estate Coakley Bay, L6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com  
Tele: (340) 719-8941

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<sup>1</sup> While irrelevant to granting this motion, Yusuf's argument that his off-set claim of \$1.6 million from 1996 is a valid claim has already been rejected in Judge Brady's "Laches Opinion." See excerpt attached as **Exhibit 1**.

### CERTIFICATE OF SERVICE

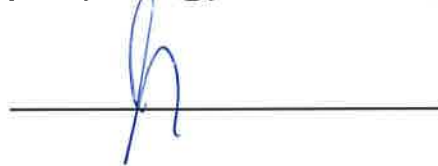
I hereby certify that on this 17th day of January, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

**Hon. Edgar Ross**  
Special Master  
% edgarrossjudge@hotmail.com

**Gregory H. Hodges**  
**Stefan Herpel**  
**Charlotte Perrell**  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00802  
ghodges@dtflaw.com

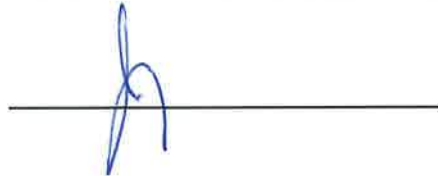
**Mark W. Eckard**  
Hamm, Eckard, LLP  
5030 Anchor Way  
Christiansted, VI 00820  
mark@markeckard.com

**Jeffrey B. C. Moorhead**  
CRT Brow Building  
1132 King Street, Suite 3  
Christiansted, VI 00820  
jeffreymlaw@yahoo.com



### CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

This document complies with the page or word limitation set forth in Rule 6-1(e).



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

WALEED HAMED, as Executor of the  
Estate of MOHAMMED HAMED )

Plaintiff/Counterclaim Defendant, )

v. )

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

v. )

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

Civil No. SX-12-CV-370

ACTION FOR INJUNCTIVE RELIEF,  
DECLARATORY JUDGMENT, and  
PARTNERSHIP DISSOLUTION,  
WIND UP, and ACCOUNTING

WALEED HAMED, as Executor of the  
Estate of MOHAMMED HAMED, )

Plaintiff, )

v. )

UNITED CORPORATION, )  
Defendant. )

Civil No. SX-14-CV-287

ACTION FOR DAMAGES and  
DECLARATORY JUDGMENT

WALEED HAMED, as Executor of the  
Estate of MOHAMMED HAMED, )

Plaintiff, )

v. )

FATHI YUSUF, )  
Defendant. )

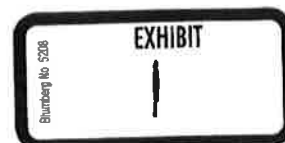
Civil No. SX-14-CV-278

ACTION FOR DEBT and  
CONVERSION

**MEMORANDUM OPINION AND ORDER RE LIMITATIONS ON ACCOUNTING**

This matter came on for hearing on March 6 and 7, 2017 on various pending motions, including Hamed's fully briefed Motion for Partial Summary Judgment re the Statute of Limitations Defense Barring Defendants' Counterclaim Damages Prior to September 16, 2006, filed May 13, 2014.<sup>1</sup> Because the Court concludes that Defendant Yusuf has not, in fact, presented

<sup>1</sup> Hamed's Motion was followed by: Defendants' Brief in Opposition, filed June 6, 2014; Hamed's Reply, filed June 20, 2014; Hamed's Notice of Supplemental Authority, filed November 15, 2016; Yusuf's Brief in Response, filed December 3, 2016; Yusuf's post-hearing Supplemental Brief, filed March 21, 2017; and Hamed's Response, filed March 27, 2017. Also pending is Defendants' Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent, filed August 12, 2014, which is addressed herein.



period outlined in 5 V.I.C. § 31(3)(A) as a species of an action upon contract.<sup>34</sup> Therefore, the Court exercises the significant discretion it possesses in fashioning equitable remedies to restrict the scope of the accounting in this matter to consider only those § 71(a) claims that are based upon transactions occurring no more than six years prior to the September 17, 2012 filing of Hamed's Complaint.<sup>35</sup>

<sup>34</sup> Alternatively, these claims could have been pursued under 26 V.I.C. § 75(b)(2)(i) to "enforce the partner's rights under sections 71, 73, or 74 of this chapter," which, as "action upon a liability created by statute," are also subject, whether directly or by analogy, to a six year limitations period under 5 V.I.C. § 31(3)(B).

<sup>35</sup> Yusuf has argued that certain § 71(a) claims are effectively undisputed, and that "if it is undisputed that payments were made to a partner, even without authorization, then to exclude them from an accounting for that reason would be entirely arbitrary." First, it appears doubtful, based upon the record and the representations of the parties in this matter, that any claim submitted by either party would truly be undisputed. But, even if some claims were, in fact, undisputed, because of the great dearth of accurate records there exists such an element of chance in any attempt to reconstruct the partnership accounts that an accounting reaching back to the date of the last partnership true-up in 1993 would ultimately be no more complete, accurate, or fair, than an accounting reaching back only to 2006.


In light of the foregoing, it is hereby

ORDERED that Defendants' Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent is DENIED, as to Counts IV and XII. It is further

ORDERED that Hamed's Motion for Partial Summary Judgment re the Statute of Limitations Defense Barring Defendants' Counterclaim Damages Prior to September 17, 2006 is DENIED. It is further

ORDERED that the accounting in this matter, to which each partner is entitled under 26 V.I.C § 177(b), conducted pursuant to the Final Wind Up Plan adopted by the Court, shall be limited in scope to consider only those claimed credits and charges to partner accounts, within the meaning of 26 V.I.C § 71(a), based upon transactions that occurred on or after September 17, 2006.

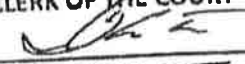
DATED: July 21, 2017.

  
DOUGLAS A. BRADY  
Judge of the Superior Court

ATTEST: ESTRELLA GEORGE  
Clerk of the Court

By:   
Court Clerk Supervisor 7/24/17

CERTIFIED A TRUE COPY

DATE: July 24, 2017  
ESTRELLA H. GEORGE  
ACTING CLERK OF THE COURT  
BY:   
COURT CLERK EG