

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

MOHAMMAD HAMED, by his
authorized agent **WALEED HAMED**,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and UNITED CORPORATION,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants,

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

MOHAMMAD HAMED,

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

MOHAMMAD HAMED,

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

Case No.: SX-2014-CV-287

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

**REPLY TO YUSUF'S MOTION TO FILE SURRESPONSE RE HAMED'S
CLAIMS H-11 & H-12 FOR THE CONDENSERS AND SHOPPING CARTS**

Yusuf’s motion for a surreponse is actually the surreponse, arguing his points without the motion being granted. In any event, Hamed submits this opposition to Yusuf’s improper arguments.

Yusuf’s motion to file a “surreponse” re Hamed’s Claim H-11 & H-12 concedes that neither Hamed nor Yusuf discussed what equipment was considered in evaluating its value for the Plaza East store. However, Yusuf somehow argues that Hamed’s declaration that the condensers and shopping carts were purchased after this valuation, without his prior knowledge or consent, should be ignored by the Special Master.

What is dispositive here, as Yusuf also conceded, is that the Special Master has already held:

If said purchase was not considered at the time of the stipulation, then an adjustment should be made; if considered, then no adjustment.

Thus, everyone agrees this is the correct test. This “test” warrants requiring Hamed’s requested adjustment, as it is now conceded by Yusuf that **Hamed did not know about the \$73,044.02 in purchases, or approved them, prior to the \$150,000 valuation of the store’s entire equipment.**

Thus, as Hamed clearly did not consider them, this adjustment should be made, requiring an equal payment of \$73,044.02 plus interest to be paid to Hamed from the partnership funds (or requiring Yusuf to reimburse the full amount to the partnership).

Dated: January 29, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of January, 2018, I served a copy of the foregoing by email (via Case Anywhere ECF), as agreed by the parties, as well as a hard copy as noted, on:

Hon. Edgar Ross

Special Master

% edgarrossjudge@hotmail.com (As well as 2 hard copies)

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