

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,

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

Consolidated with

Case No.: SX-2014-CV-278

Consolidated with

Case No.: ST-17-CV-384

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*
Defendants.

HAMED'S NOTICE

**AS TO HIS INABILITY TO FILE HIS *REPLY* RE CLAIM Y-6 (THE BLACK BOOK)
DUE TO UNITED'S DEFENSE OF A '*SPECIAL BENEFIT*' THAT MUST AWAIT JUDGE
BRADY'S RULING REGARDING THE SPECIAL MASTER'S MAY 21ST STAY**

On May 21, 2018, Hamed filed a renewed motion to strike **United's**¹ \$49,997 claim Y-6, as to 1994 entries in the "Black Book." This motion was renewed despite a prior order for the same reason that Hamed filed the *successful renewed motion* as to the \$504,000 that Yusuf had stolen to pay Joseph DiRuzzo's fees—because, when all written discovery had ended, United had conceded all necessary elements as to the claim in that discovery.

Yet, in its confusing and obviously dilatory opposition of June 11th, United seems to argue that, despite the ending of written discovery and its clear responses in that discovery, **Yusuf has a "special benefit" under the Partnership Agreement** that somehow allows **United** (not Yusuf) to continue to avoid the clearly applicable SOL as to a **United claim**. Hamed cannot understand this concept of a special Yusuf benefit 'for United'—much less respond to it. Yusuf seems to argue that he had some special management power that is in play here. Yet, there is no allegation that after the SOL ran out in 2001, Yusuf had (or exercised) a special power to unilaterally waive the SOL as to a third-party.

Notwithstanding United's obvious effort to once again assert Yusuf's magical and poorly explained special powers under the *1986 Oral Partnership Agreement* for purely dilatory reasons, Hamed apparently cannot respond to this opposition until Judge Brady rules on the Special Master's questions regarding these amorphous and seemingly instantly invocable Yusuf "powers". Thus, Hamed appears to be stayed based on the argument that it is another such special power that continues to block the SOL even though this power is for United rather than Yusuf.² Rather than argue this point *ad nauseum*, Hamed will file his Reply after a ruling on his motion submitted to Judge Brady on May 29,

¹ As Yusuf now clearly states, this is NOT a Hamed-Yusuf accounting claim—it is strictly a claim by United, as a third-party, for amounts due to United from the Partnership.

² Hamed's counsel has repeatedly attempted to discuss which of the claims are affected by the Order, which would have obviated the need for United's *Opposition* at this time.

2018, in which "it is respectfully requested that [Judge Brady] clarify and resolve the issues raised by the Special Master in his May 21st Order. Based on the law of the case, it is clear that Yusuf does not enjoy any special benefits as a partner."

Dated: June 12, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of June, 2018, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross (w/ 2 Mailed Copies)

Special Master

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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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