



### JURISDICTION AND VENUE

4. All of the parties are citizens of and domiciled on St. Croix, USVI -- and thus, both jurisdiction and venue are proper here pursuant to 4 V.I.C. §§ 76 and 77.
5. Further, the Partnership is sued as a distinct entity pursuant to 26 V.I.C. § 47(a).
6. Fathi Yusuf is the partner in a RUPA partnership and is sued in that capacity pursuant to 26 V.I.C. § 47(b).

### FACTS

7. KAC357, Inc. paid amounts due or otherwise advanced funds to the Partnership as follows, each being described with particularity in the action before this Court, Hamed v. Yusuf et al., with docket number SX-12-CV-370:

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-007  
KAC357, Inc. payment of invoices from J. David Jackson PC  
\$832.50

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-008  
David Jackson, CPA, bill owed for tax work done related to the Partnership's  
2013 taxes  
\$652.50

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-018  
KAC357, Inc. payment of invoices from FreedMaxick  
\$6,245.00

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-019  
KAC357, Inc. payment of Partnership WAPA invoices  
\$81,713.80

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-020  
KAC357, Inc. payment of Partnership Tropical Shipping invoices  
\$23,848.00

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-022  
Nejeh Yusuf removed property belonging to KAC357  
Discovery Needed

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-030  
KAC357, Inc. payment of Partnership AT&T invoices  
\$755.76

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-035  
KAC357, Inc.'s American Express payments deposited to Partnership account  
\$12,272.67

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-086  
Unclear general ledger entry regarding CRA check 215 to reimburse KAC357  
for STT deposit errors  
Discovery Needed

[HAMED CLAIM NUMBER IN PENDING 370 ACTION] H-126  
Unclear general ledger entries regarding KAC357  
\$3,640.00

The following are exemplars of such claims:

8. KAC357, Inc. paid WAPA invoices owed by the partnership in the amount of \$81,713.80, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
9. KAC357, Inc. paid \$832.50 in invoices owed by the partnership to J. David Jackson, PC, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
10. KAC357, Inc. paid \$652.50 to David Jackson, CPA, bill for tax work done related to the Partnership's 2013 taxes, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
11. KAC357, Inc. had property it owned removed by Yusuf's son at Yusuf's direction while he was the Liquidating Partner of the Partnership, diverting the property to their use, the exact amount cannot be determined without records in the sole possession of the Partnership. Yusuf and the partnership have refused to pay for or return said property, despite multiple demands for the same, which demands have been repeatedly rejected.
12. The Partnership deposited \$12,272.67 of KAC357, Inc's. funds from American Express payments to a Partnership account. Said funds belong to KAC357 and not the Partnership. Plaintiff has made demand for repayment, but repayment has

13. KAC357, Inc. paid AT&T invoices owed by the partnership in the amount of \$755.76, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.

14. KAC357, Inc. paid gift certificates issued by the Partnership for its St. Thomas store in the amount of \$3,790, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.

15. KAC357, Inc. paid invoices owed by the Partnership to Tropical Shipping invoices in the amount of \$23,848, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.

#### **COUNT I (DEBT)**

16. All preceding allegations are incorporated herein by reference.

17. The aforementioned debts are due and owing, but have not been paid despite a demand for such payment. Prejudgment interest is owed on these debts at the statutory rate.

#### **COUNT II (UNJUST ENRICHMENT)**

18. All preceding allegations are incorporated herein by reference.

19. Alternatively, the Defendants would be unjustly enriched if they were not required to reimburse said debts owed by them which were paid by the Plaintiff on the Defendants' behalf.

20. Prejudgment interest is owed on these debts at the statutory rate.

**WHEREFORE**, Plaintiff asks this Court for judgment in the amount of the outstanding debts, along with prejudgment interest, attorneys' fees and any other amounts allowed by law or equity.

**Dated:** July 12, 2018

A handwritten signature in blue ink, reading "Carl J. Hartmann III". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

**Carl J. Hartmann III, Esq.**

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 7th day of July, 2018, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

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Special Master  
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**CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)**

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

