

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

UNITED CORPORATION,

*Plaintiff,*

v.

WAHEED HAMED,  
*(a/k/a Willy or Willie Hamed),*

*Defendant.*

Case No.:2013-CV-101

ACTION FOR DAMAGES

JURY TRIAL DEMANDED

ANSWER  
TO FIRST AMENDED COMPLAINT

COMES NOW defendant, Waheed Hamed, and states the following for his answer to the First Amended Complaint dated July 15, 2013.

1. With regard to the introductory statements of paragraph 1, they are not proper averments and are therefore denied.

2. Plaintiff states no factual basis for jurisdiction in paragraph 2. Therefore, Plaintiff is unable to respond and thus denies.

3. Defendant concedes that if there is a proper basis for jurisdiction, this is the proper district.

4. Defendant also demands a trial by jury.

5. Defendant does not have sufficient information to be able to answer the averments of paragraph 5, and therefore denies the same.

6. Defendant does not have sufficient information to be able to answer the averments of paragraph 6, and therefore denies the same.

7. Defendant admits that he is a natural person and resident of the USVI, but states that he is and has been at all times relevant to the amended complaint an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments.

8. Defendant denies the averments of paragraph 8.

9. Paragraph 9 restates averments of paragraphs 5 and 6. Defendant re-states his responses thereto.

10. Defendant admits the averments of paragraph 10.

11. Defendant does not have sufficient information to be able to answer the averments of paragraph 11, and therefore denies the same.

12. Defendant does not have sufficient information to be able to answer the averments of paragraph 12, and therefore denies the same.

13. Defendant admits that he is and was an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments in paragraph 13.

14. Defendant admits that he is an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments in paragraph 14.

15. Defendant knows of no review of his tax returns and therefore is unable to state what such a review did or did not reveal and therefore denies the averments of paragraph 15.

16. Defendant admits that he is an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments in paragraph 16.

17. Paragraph 17 is compound, and first assumes as a fact that it would have been necessary to have income in 1992 to "purchase and sell" anything. That is a false assumption and thus Defendant denies paragraph 17.

18. Paragraph 18 is compound, and first assumes facts that are untrue. Moreover the only Plaza Extra Supermarkets store in existence during the period asserted (1992) was the "East" store located at Sion Farm on St. Croix, which went out of business due to a devastating fire on January 4, 1992, and did not re-open until May of 1994, (the St. Thomas store did not open until October of 1993 and the "West" store well after that.) As a result there was no Plaza Extra Supermarkets Store to "misappropriate" *from* during the time of the alleged operation of the competing entity -- and the allegation asserts an impossibility.) Thus Defendant denies paragraph 18.

19. Defendant has no duty to either or explain nor account to United. Thus he has never been required to do so nor refused to do so. Thus Defendant denies paragraph 19.

20. Paragraph 20 restates prior paragraphs. Defendant incorporates his prior responses here.

21. Defendant admits that he is an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments in paragraph 21.

22. Defendant admits that he is an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments in paragraph 22.

23. Paragraph 23 restates prior paragraphs. Defendant incorporates his prior responses here.

24. Defendant admits that he is an employee of a partnership that operates three grocery stores under the name of "Plaza Extra" and therefore denies the balance of the averments in paragraph 24.

25. Defendant denies paragraph 25.

26. Defendant denies paragraph 26.

27. Paragraph 27 restates prior paragraphs. Defendant incorporates his prior responses here.

28. Defendant denies paragraph 28.

29. Paragraph 29 restates prior paragraphs. Defendant incorporates his prior responses here.

30. Defendant denies paragraph 30.

31. Defendant denies paragraph 31.

32. Defendant denies paragraph 32.

33. Paragraph 33 restates prior paragraphs. Defendant incorporates his prior responses here.

34. Defendant denies paragraph 34.

35. Defendant denies paragraph 35.

**WHEREFORE**, Defendant asks that Plaintiff take nothing by its Amended Complaint.

#### **AFFIRMATIVE DEFENSES**

1. The statutory limitation period with regard to the alleged bases of relief have passed.

2. Plaintiff has failed to state a claim upon which relief can be granted.

3. Plaintiff has failed to join a party under Rule 19.

4. Plaintiff has unclean hands and is therefore not entitled to recover.

5. Plaintiff is not a real party in interest.

6. Defendant asserts the affirmative defense of accord and satisfaction.

7. Defendant asserts the affirmative defense of arbitration and award.

8. Defendant asserts the affirmative defense of estoppel.

9. Defendant asserts the affirmative defense of fraud  
(as an equitable defense.)

10. Defendant asserts the affirmative defense of laches.

11. Defendant asserts the affirmative defense of license.
12. Defendant asserts the affirmative defense of release.
13. Defendant asserts the affirmative defense of failure to mitigate damages, or, alternatively mitigation of damages.
14. Defendant asserts the affirmative defense of offset.
15. Defendant asserts the affirmative defense of indemnity.
16. Defendant asserts the affirmative defense of unconscionability.
17. Defendant asserts the affirmative defense of ratification.
18. Defendant asserts the affirmative defense of lack of privity.
19. Defendant asserts the affirmative defense of acquiescence.
20. Defendant asserts the affirmative defense of agency.
21. Defendant asserts the affirmative defense of claim of right.

**Dated:** July 25, 2013



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**Carl J. Hartmann III, Esq.**  
*Counsel for Defendant*  
5000 Est. Coakley Bay, L6  
Christiansted, VI 00820  
Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)  
Telephone: (340) 642-4422


**CERTIFICATE OF SERVICE**

I hereby certify that on this 25th day of July, 2013, I served a copy of the foregoing document by USPS and email on:

**Nizar A. DeWood**  
The DeWood Law Firm  
2006 Eastern Suburb, Suite 101  
Christiansted, VI 00820

And a courtesy copy by email (jdiruzzo@fuerstlaw.com) to:

**Joseph A. DiRuzzo, III**  
Fuerst Ittleman David & Joseph, PL  
1001 Brickell Bay Drive, 32<sup>nd</sup>. Fl.  
Miami, FL 33131

  
Carl J. Hartmann III