

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

UNITED CORPORATION,

Plaintiff,

vs.

**PLAZA EXTRA PARTNERSHIP and
MOHAMMAD HAMED,**

Defendants.

CIV. NO. SX-15-CV- 10

**ACTION FOR EVICTION AND
UNLAWFUL DETAINER**

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COMPLAINT

COMES NOW, Plaintiff United Corporation (“United”), through its undersigned counsel, for its complaint alleges the following:

I. BACKGROUND

1. This is an action for eviction and unlawful detainer against defendants Plaza Extra Partnership d/b/a Plaza Extra Supermarkets (the “Partnership”) and Mohammad Hamed (“Hamed”). The Partnership, which is comprised of Hamed and Fathi Yusuf (“Yusuf”) as partners, is currently the subject of a pending action in the Superior Court captioned Hamed v. Yusuf, Civ. No. SX-12-CV-370, which involves the dissolution, liquidation, and winding up of the Partnership (the “Partnership Case”).

II. JURISDICTION AND VENUE

2. This Court has jurisdiction pursuant to V.I. Code Ann. tit. 4, §76(a).
3. Venue is proper in the District of St. Croix because the premises in question, approximately 70,000 square feet of retail space, is located at 4C & 4D Estate Sion Farm, St. Croix, Virgin Islands (the “Premises”).

III. THE PARTIES

4. United was incorporated in the Virgin Islands in 1979 and has continuously conducted business since that time. United has been the record owner of the premises for decades.

5. The Partnership began occupying the Premises in 1986 pursuant to an unwritten understanding with United that rent would be periodically paid by the Partnership based upon an agreed price per square foot occupied.

6. The rent that accrued from 1986 through December 31, 1993 was paid to United at the end of 1993 by way of a reconciliation of accounts between Hamed, Yusuf, and United.

7. For the rents that accrued between January 1, 1994 through May 4, 2004, Hamed now refuses to allow the Partnership to pay these rents, claiming inconsistently that the rents were in fact paid or that the obligation to pay such rent cannot be enforced based on the statute of limitations.

8. Using a percentage of sales formula that Hamed and Yusuf agreed would become effective on May 5, 2004, Yusuf calculated the amount of rent due for the period May 5, 2004 to December 31, 2011 to be \$5,408,806.74. Yusuf presented the rent bill to Hamed's son, Waleed, for that sum and period, and Waleed, on behalf of his father, agreed that it should be paid to United in the amount of \$5,408,806.74 by means of a Partnership check signed by Waleed Hamed and by Yusuf's son, and delivered to United.

9. For the period from January 1, 2012 to the present, Hamed refuses to allow the Partnership to pay any rent for the Partnership's occupancy of the Premises.

10. As this action only addresses United's entitlement to restitution of the Premises, the issue of whether and to what extent United may recover unpaid rent will be adjudicated in the Partnership Case.

11. On January 1, 2012, United served Hamed with written notice of the termination of any agreement for the Partnership to continue occupying the Premises unless the Partnership paid increased rents. Thereafter, Hamed neither paid the increased rent nor vacated the Premises.

12. Despite United's repeated demands for restitution of the Premises, Defendants continue to occupy the Premises without any occupancy agreement and without paying any rent.

WHEREFORE, United respectfully requests this Court to enter judgment in its favor against Defendants:

1. declaring that United is entitled to restitution of the Premises and ordering the immediate issuance of a writ of restitution in United's favor; and
2. awarding United its costs, attorneys' fees, and such further relief as is just and proper.

Date: January 22nd 2015

Respectfully Submitted,

DEWOOD LAW FIRM
Attorneys for Plaintiff

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