

**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/Counterclaimants,

vs.

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

Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

NOTICE OF SUPPLEMENTATION OF THE RECORD

Comes now **MOHAMMAD HAMED**, by counsel, and hereby supplements the record in this case by giving notice that United Corporation has filed an eviction and unlawful detainer action against the partnership and Mohammad Hamed in another lawsuit pending in this same Court, a copy of which is attached as Exhibit A. The case is set for a hearing before Magistrate-Judge Gallivan on February 3, 2015, at 9:30 AM.

Dated: February 2, 2015



Joel H. Holt, Esq.
Counsel for Plaintiff
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Carl J. Hartmann III, Esq.
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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of February, 2015, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

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SUMMONS

(Civil- Original)

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

UNITED CORPORATION

Plaintiff

vs.

PLAZA EXTRA PARTNERSHIP and
MOHAMMAD HAMED

Defendant

CASE NO. SX.15.CV.10

ACTION FOR: Eviction and Unlawful Detainer

15
JAN 22
A 9 :07

TO: Mohammad Hamed c/o Joel Holt, Esquire

ADDRESS: 2132 Company Street, Suite 2, Christiansted V.I. 00820

You are hereby summoned to appear before the Superior Court, located at R.H Amphlett Leader Justice Complex Courtroom No. 216, at 9:30 o'clock AM, on the day of 2/3/15 to answer a complaint filed against you in the above entitled case, to wit:

In case of your failure to appear or answer, judgment will be taken against you by default, or other relief demanded, together with all costs incurred.

To the Marshal-or any other Peace Officer to serve and return.

Given under my Hand this 22nd day of Jan. in the year two thousand 15 and ____.

ESTRELLA GEORGE, ACTING
CLERK OF THE COURT

By: [Signature]
COURT CLERK II

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RETURN OF SERVICE

I hereby certify that I received this Summons on the ____ day of _____, 20____ and that thereafter, On the ____ day of _____, 20____, I served the same on the above named defendant, _____, by showing h____ this original and then by delivering to h____ a copy of the complaint and summons which were forwarded to me attached to me hereto.

MARSH

DEPUT

EXHIBIT
A
Bumberg No. 5208

**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**

15 JAN 22 19:06

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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