

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

**UNITED CORPORATION,**

**Plaintiff,**

**v.**

**PLAZA EXTRA PARTNERSHIP and  
MOHAMMAD HAMED,**

**Defendants.**

**Case No.:SX-2015-cv-10**

**ACTION FOR EVICTION  
AND UNLAWFUL DETAINER**

**REPLY TO PLAINTIFF'S OPPOSITION TO HAMED'S  
REQUEST FOR ATTORNEY'S FEES**

This FED eviction action arose over United Corporation's ("United") attempt to take possession of the Plaza East Supermarket from the Plaza Extra Partnership, naming a partner, Mohammad Hamed ("Hamed"), as a defendant. However, the requested relief—eviction—was never granted. To the contrary, United now *concedes* this matter should be dismissed without the requested relief ever being granted. The purpose of 5 V.I.C. § 541 is to reimburse a party for the fees incurred (which in this case have already been paid) for being hauled into court by another party.

Notwithstanding its concession, United asserts that no fees should be assessed against it, arguing (1) that Hamed was not a "prevailing party" and (2) that even if Hamed were a prevailing party, the requested fees are unduly exorbitant.

For the reasons set forth herein, it is respectfully submitted that Hamed, who was required to respond to this eviction proceeding and defend against it, is entitled to the requested fees. Indeed, while United accuses Hamed's counsel of questionable conduct, as will be seen, it is United which has not been forthright with this Court.

## I. Hamed is entitled to fees as the prevailing party

To understand why Hamed is the prevailing party, one need only understand why Fathi Yusuf ("Yusuf") had United file this eviction action.<sup>1</sup> Once that point is understood, it then becomes clear why Hamed had to vigorously defend this eviction action.

### A. The litigation background leading up to this eviction action

Litigation between Yusuf and Hamed in the Superior Court has been extensive. Indeed, Judge Douglas A. Brady had to issue a preliminary injunction ("PI") to ensure Hamed's rights as a partner in the three Plaza Extra Supermarket stores. *Hamed v Yusuf et. al.*, 2013 WL 1846506 (V.I. Super. 2013). That opinion went into depth as to the history of the parties, *emphasizing the wrongful conduct of both United and Yusuf in repeatedly and intentionally violating Hamed's partnership rights. Id.* at \*\*10-11.

Yusuf then challenged this PI on appeal, but the V.I. Supreme Court affirmed the decision, specifically commenting on the conduct of Yusuf and United in violating Hamed's rights. *See Hamed v. Yusuf et al.*, 2013 WL 5429498 at \*6 (V.I. 2013).

After the case was remanded, Yusuf switched tactics, now conceding that there **was** a partnership. After doing so, Yusuf then promptly sought the partnership's liquidation. Hamed agreed to that relief, resulting in the liquidation of the partnership pursuant to a Liquidation Order entered by Judge Brady on January 7, 2015.<sup>2</sup>

That January 7th Liquidation Order **already provided for Yusuf to receive sole**

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<sup>1</sup> It is uncontested that Yusuf's family owns all of United's stock and that he and his wife own a controlling interest. *See Hamed v. Yusuf et al.*, 2013 WL 5429498 at \*1 (V.I. 2013)(stating "United Corporation as a Virgin Islands corporation—which continues to be owned and operated by Yusuf and members of his immediate family").

<sup>2</sup> This Liquidation Order was attached as Exhibit 2 to Hamed's February 2<sup>nd</sup> Motion to Dismiss filed in this case.

**possession of the Plaza Extra East Supermarket**, while Hamed was to receive sole possession of the Plaza West Supermarket.

However, Yusuf was dissatisfied with this result and **appealed the Liquidation Order at virtually the same time that he had United file this eviction action**. See **Exhibit 1**. In short, Yusuf was hoping to overturn the Liquidation Order on appeal, while getting possession of the Plaza East store now, rather than later, through this eviction proceeding. **Thus, this eviction action was a very calculated maneuver to circumvent Judge Brady's Liquidation Order, as there was no other reason to explain why United filed it.**

Of course, that result would be devastating to Hamed, who would lose his partnership interest in the Plaza East store through eviction, rather than through an "even partnership exchange" under the Liquidation Order (exchanging the Plaza East store for the Plaza West store). As such, it was imperative for Hamed to defeat this eviction action if possible at all costs, while Yusuf's newly filed appeal was challenged. *Hamed had spent 30 months of litigation to get to the Liquidation Order. He could not risk losing his position by allowing this premature eviction to go forward.* Thus, he had his lawyers vigorously defend this action.

#### **B. This FED eviction proceeding**

In order to defend the FED action, Hamed filed an answer and an extensive motion to dismiss based on the applicable FED law. In that motion, Hamed pointed out the litigation history between the parties and the existence of factual as well as legal issues that warranted dismissal of this FED action. When confronted by Hamed's motion to dismiss in this case, United opted to not proceed with the eviction hearing, instead

claiming it would supposedly wait until it Plaza Extra was transferred pursuant to the Liquidation Order.

However, as admitted in Yusuf's opposition, while a stipulation to dismiss this case was sent on February 4<sup>th</sup> by Hamed's counsel, a copy of which is attached as **Exhibit 2**, United's counsel did not return the stipulation for dismissal. Indeed, while United argues on page 2 of its opposition memorandum that it wanted an "occupancy termination date" in the stipulation before agreeing to anything further, that point *demonstrates that no settlement was ever reached*, as no such date was ever agreed to (nor would it have ever been agreed to by Hamed due to the uncertainty of the pending appeal).

While United sat on the tendered stipulation, the V.I. Supreme Court dismissed Yusuf's new appeal for lack of jurisdiction on February 27, 2015. *Yusuf v Hamed*, 2015 WL 877879 (V.I. 2015). Thereafter, Special Master Ross transferred the Plaza East store to Yusuf and the Plaza West store to Hamed. See **Exhibits 3 and 4**. That judicial transfer ended Yusuf's efforts to circumvent the Liquidation Order by this eviction action, with the motion to dismiss this case then being filed by Hamed.<sup>3</sup>

In summary, United belatedly filed its own Notice of Dismissal AFTER (1) Yusuf lost his new appeal, (2) the Plaza East store has been transferred pursuant to the Liquidation Order and (3) Hamed had moved for dismissal and fees.<sup>4</sup> Yusuf was clearly

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<sup>3</sup> While United asserts on page 2 of its opposition that Hamed's motion to dismiss was filed a "few days" after the February 4<sup>th</sup> stipulation for dismissal was sent to it, Hamed's motion was in fact filed five weeks later, after the appeal had been dismissed and the Plaza East store was transferred to Yusuf.

<sup>4</sup> Moreover, a party cannot file a Notice of Dismissal under Rule 41 of the Federal Rules of Civil Procedure (applicable in this Court under Superior Court Rule 7) after the opposing party has appeared and answered, as Hamed did here. United's Notice of

waiting to see how his appeal proceeded before making a decision as to whether he should really dismiss this eviction action. Thus, the proposed settlement was never consummated, as Yusuf gambled on his appeal instead.

### **C. Hamed is the prevailing party**

Hamed accomplished what he wanted in this case—dismissal without an eviction order—while United failed to get the FED relief it sought. Moreover, contrary to Yusuf's arguments, there never was a consummated settlement agreement. Instead, Yusuf, **while trying to appear to settle**, held off on returning the stipulation. He gambled with his appeal, resulting in the relief sought here—eviction—being impossible to obtain. Clearly Hamed prevailed on the merits here.

Additionally, even if there had been a settlement, that fact would not prevent Hamed from being the prevailing party. As noted in *Melendez v Rivera*, 24 V.I. 63, 1988 WL 1628341 (Terr. Ct. 1988):

[I]nterpreting the term "prevailing party" so as to encompass a successful party in a settlement would be consistent with the generally-favored policy of the law to encourage settlement of litigation. **Furthermore, since the operative criteria for an award of attorney's fees is success at the conclusion of proceedings, rather than the means by which success is achieved, a prevailing party in a settlement is equally deserving of an award.** *Id.* at 65, \*2 (citing an unpublished District Court opinion, *Brown v. Moran*, 1979 St. Thomas Supp. 309 (Dist.Ct.7/23/79)) (Emphasis added).

Under this definition, Hamed is a prevailing party as well.

Of course, United can still try to evict its new tenant, Fathi Yusuf, *but Hamed's motion to dismiss the eviction claim against him must be granted.* As such, Hamed is the

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Dismissal is a nullity, as dismissal is only appropriate here because Hamed filed a motion to dismiss this case with prejudice. The granting of that motion makes him the prevailing party, as discussed in the next section.

prevailing party and is entitled to fees for successfully defending this case, which he was forced to do by United.

## II. The fees were reasonably incurred

Hamed was exposed to a serious risk if he was unable to keep Plaza East from being evicted before the transfer of the two stores took place. Despite its rhetoric, United has not pointed to one line item of time expended by Hamed's counsel as being unreasonable or not needed to preserve Hamed's rights in defending this case.<sup>5</sup>

Indeed, this Court reviewed the voluminous motion to dismiss, so it is well aware of the extensive legal work that went into that filing. These issues were far more extensive than United's attempt to gloss this over as a simple "you do not pay rent, you are out" on page 4 of its opposition memorandum.<sup>6</sup>

Hamed has now paid counsel's bill, further indicating that he found the result to be worth the investment of counsel's time in defending this action.

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<sup>5</sup> As recently noted by Presiding Judge Dunston in *Mahabir v Heirs of George*, 2014 WL 1392954 (Sup. Ct. 2014):

The criteria for an award of attorney's fees are "the time and labor required, the uniqueness of the questions involved, the legal skill demanded, the customary charges for these services, the amount involved in the dispute, the benefits resulting to the client, and the contingency or certainty of payment." *Id.* at \*1 (quoting *Melendez v Rivera, supra*).

United's failure to discuss these factors is fatal to any objections it may have had, as its generalized name-calling was both unhelpful, unprofessional and unwarranted. It also constitutes a waiver of any objection to the specific items charged by Hamed's counsel.

<sup>6</sup> In fact, while United refers to its claim for \$4.5 million in rent in its opposition memorandum, the eviction action did not seek this back rent. Indeed, in ¶ 10 of the eviction complaint, United conceded that this amount was disputed and in fact there might not be any rent due. Clearly United wanted a quick summary eviction for its own tactical advantage in the dissolution action, not rent.

Thus, as United has not pointed to a single, specific line item in counsel's bill that was not reasonably incurred, or otherwise provided a specific objection to any portion of the fee application, Hamed should be reimbursed for having to incur these fees due to United filing this eviction action.

### **III. Conclusion**

Hamed was sued. The relief sought was potentially catastrophic to him. He retained counsel who vigorously defended this suit. The suit was dismissed without Plaintiff's requested relief being granted. Indeed, the transfer of the Plaza East store occurred exactly as Judge Brady had previously ordered, demonstrating that this eviction action was completely unwarranted. United should not now be allowed to escape the cost of its underhanded attempt to circumvent this process, which failed.

As such, it is respectfully requested that this case be dismissed with prejudice and fees be awarded to Defendant Mohammad Hamed in the precise amount requested. A proposed Order has already been filed.

Dated: March 17, 2015



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**Joel H. Holt, Esq.**

*Counsel for Defendant Hamed*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709

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

*Counsel for Defendant Hamed*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com

**CERTIFICATE OF SERVICE**

I hereby certify that on this 17<sup>th</sup> day of March, 2015, I hand delivered and emailed the foregoing to:

**Nizar A. DeWood**  
*Counsel for Plaintiff*  
The DeWood Law Firm  
2006 Eastern Suburb, Suite 101  
Christiansted, VI 00820  
Email: dewoodlaw@gmail.com





**IN THE SUPREME COURT OF THE VIRGIN ISLANDS**

|                             |   |                                      |
|-----------------------------|---|--------------------------------------|
| FATHI YUSUF,                | ) |                                      |
|                             | ) | <b>S. CT. CIV. NO. 2015-0009</b>     |
| Appellant,                  | ) |                                      |
|                             | ) |                                      |
| v.                          | ) | Re: Super. Ct. Civ. No. SX-12-CV-370 |
|                             | ) |                                      |
| MOHAMMAD HAMED, WALEED      | ) |                                      |
| HAMED, WAHEED HAMED, MUFEED | ) |                                      |
| HAMED, HISHAM HAMED, and    | ) |                                      |
| PLESSEN ENTERPRISES, INC.,  | ) |                                      |
|                             | ) |                                      |
| Appellees.                  | ) |                                      |

**NOTICE OF APPEAL**

Notice is hereby given that Fathi Yusuf (“Yusuf”),<sup>1</sup> defendant in the above-referenced Superior Court action, pursuant to V.I. Code Ann. tit. 4, § 33(b)(1) and (2), and the collateral order doctrine recognized in *Cohen v. Beneficial Indus. Loan Corp.*, 337 U.S. 541 (1949) and explained in *Hard Rock Café v. Lee*, 54 V.I. 622, 628-30 (V.I. 2011), appeals the “Order Adopting Final Wind Up Plan” (the “Order”) entered by the Superior Court on January 9, 2015 for the liquidation and winding up of the partnership between Yusuf and Mohammad Hamed (“Hamed”) (collectively, the “Partners”) to the extent the Order (1) provides Hamed with the exclusive right to purchase significant assets of the partnership, namely, the building, improvements, inventory, and equipment of the Plaza Extra-West store; (2) requires the purchaser of the Plaza Extra-Tutu Park store to pay the non-purchasing partner 50% of the legal costs incurred in the “Tutu Park Litigation,” as defined at page 5 of the Order; and (3) requires Yusuf, as the Liquidating Partner under the Superior Court’s “Final Wind Up Plan” (the “Plan”) to continue paying the inflated salaries of Hamed’s four sons for 120 days following the Effective Date of the Plan.

DUDLEY, TOPPER  
AND FEUERZEIG, LLP  
1000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, U.S.V.I. 00804-0756  
(340) 774-4422

<sup>1</sup> Pursuant to VISCR 4(c), the physical address and telephone number of Yusuf is care of the undersigned.



01/28/2015

VERONICA HANDY, ESQUIRE  
CLERK OF THE COURT

The issues to be presented on appeal include the following:

- (1) Whether the Court erred in applying the law and/or evaluating the record evidence when it developed and approved the Plan by cobbling together provisions from the Partners' competing plans with provisions of its own instead of simply approving one of the Partners' plans or not approving any;
- (2) Whether the Superior Court erred in applying the law and/or evaluating the record evidence when it approved the Plan, which provides Hamed with the exclusive right to purchase the partnership assets associated with the Plaza Extra-West store;
- (3) Whether the Superior Court erred in applying the law and/or evaluating the record evidence when it approved the Plan, which unfairly provided Hamed with what the Superior Court referred to as the "lynchpin" to Hamed's competing liquidation plan, namely, the disputed lease between Plessen Enterprises, Inc. and KAC357, Inc., a company wholly owned by Hamed's sons, covering the Plaza Extra-West building and improvements constructed with millions of dollars in partnership funds;<sup>2</sup>
- (4) Whether the Superior Court erred in applying the law and/or evaluating the record evidence when it approved the Plan, which requires the purchaser of the Plaza Extra-Tutu Park store to pay the non-purchasing partner 50% of the legal costs incurred in the "Tutu Park Litigation," as defined at page 6 of the Plan;<sup>3</sup>  
and

DUDLEY, TOPPER  
AND FEUERZEIG, LLP  
1000 Frederiksberg Gade  
P.O. Box 756

St. Thomas, U.S.V.I. 00804 0756  
(340) 774 4422

<sup>2</sup> This is also an issue identified in Yusuf's Notice of Appeal filed on January 5, 2015 commencing S. Ct. Civ. No. 2015-0001.

<sup>3</sup> Pursuant to an Order approving a Stipulation between the Partners entered on January 27, 2015 (the "Order Modifying Plan"), the "Tutu Park Litigation" now includes another case entitled *United Corporation v. Tutu Park, Ltd.*, Civ. No. ST-97-CV-997.

01/28/2015

(5) Whether the Superior Court erred in applying the law and/or evaluating the record evidence when it approved the Plan, which requires Yusuf, as the Liquidating Partner under the Plan, to continue paying the inflated monthly salaries of Hamed's sons (\$23,815 x 4 = \$95,260 combined) for 120 days following the Effective Date<sup>4</sup> of the Plan regardless of the value, if any, of their services in the winding up of the partnership.

Respectfully Submitted,

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

**DATED:** January 28, 2015

By: /s/Gregory H. Hodges  
Gregory H. Hodges (VI Bar No. 174)  
Stefan B. Herpel (VI Bar No.1019)  
Law House  
1000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00804  
Telephone: (340) 774-4422  
Facsimile: (340) 715-4400  
E-Mail: [ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)  
[sherpel@dtflaw.com](mailto:sherpel@dtflaw.com)

and

Nizar A. DeWood, Esq. (V.I. Bar No. 1177)  
The DeWood Law Firm  
2006 Eastern Suburbs, Suite 101  
Christiansted, VI 00830  
Telephone: (340) 773-3444  
Telefax: (888) 398-8428  
Email: [info@dewood-law.com](mailto:info@dewood-law.com)

Attorneys for Defendant/Appellant Fathi Yusuf

DUDLEY, TOPPER  
AND FEUERZEIG, LLP

1000 Frederiksberg Gade  
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

<sup>4</sup> Pursuant to the Order Modifying Plan, the Effective Date of the Plan is January 30, 2015.

01/28/2015

VERONICA HANDY, ESQUIRE  
CLERK OF THE COURT

**CERTIFICATE OF SERVICE**

I hereby certify that on January 28, 2015, I caused the foregoing **NOTICE OF APPEAL** to be electronically filed with the Clerk of the Court using the V.I. Supreme Court e-filing system, and I caused a copy of same to be mailed to the following attorneys for the Plaintiff/ Appellee and Counterclaim Defendants/Appellees, via first class mail and email at the physical and email addresses shown below:

Joel H. Holt, Esq.  
Law Offices of Joel H. Holt  
2132 Company Street  
Christiansted, V.I. 00820  
Email: [holtvi@aol.com](mailto:holtvi@aol.com)

Carl J. Hartmann, III, Esq.  
5000 Estate Coakley Bay, #L-6  
Christiansted, VI 00820  
Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Counsel for Plaintiff/Appellee  
Mohammad Hamed

Counsel for Counterclaim Defendant/Appellee  
Waheed Hamed

Mark W. Eckard, Esq.  
Eckard, P.C.  
P.O. Box 24849  
Christiansted, VI 00824  
Email: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
C.R.T. Building  
1132 King Street  
Christiansted, VI 00820  
Email: [jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.com)

Counsel for Counterclaim Defendants/Appellees  
Waleed Hamed, Mufeed Hamed, and Hisham  
Hamed

Counsel for Counterclaim Defendant/Appellee  
Plessen Enterprises, Inc.

I further certify that on January 28, 2015, a copy of the foregoing **NOTICE OF APPEAL** was mailed to:

The Honorable Douglas A. Brady  
Judge of the Superior Court of the Virgin Islands  
Division of St. Croix  
R. H Amphlette Leader Justice Complex  
P.O. Box 929  
Christiansted, St. Croix 00821

/s/ Gregory H. Hodges

DUDLEY, TOPPER  
AND FEUERZEIG, LLP  
1000 Frederiksborg Gade  
P.O. Box 756  
St. Thomas, U.S. VI. 00804-0756  
(340) 774-4422

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**From:** Joel Holt <holtvi@aol.com>

**To:** dewoodlaw <dewoodlaw@gmail.com>

**Subject:** eviction case

**Date:** Tue, Feb 3, 2015 11:58 am

**Attachments:** 20150203110007.pdf (93K)

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How does this attached stip look?

Joel H. Holt, Esq.  
2132 Company Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
(340) 773-8709



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

**UNITED CORPORATION,**

*Plaintiff,*

vs.

**PLAZA EXTRA PARTNERSHIP and  
MOHAMMAD HAMED,**

*Defendants.*

**CIVIL NO. SX-15-CV-10**

**ACTION FOR EVICTION AND  
UNLAWFUL DETAINER**

**STIPULATION FOR DISMISSAL**

The parties stipulate to dismiss the above captioned matter because the possession of the Demised Premises (Plots 4-C and 4-D, Sion Farm, St. Croix) of the Plaza Extra East will transfer to Fathi Yusuf pursuant to the Order Adopting Final Wind Up Plan ("Order") entered by Judge Brady on January 7, 2015. In this regard, the possession transfers upon the completion of the inventory and payment by Yusuf for the inventory and equipment in that location, unless that Order is otherwise stayed. As such, this matter shall be dismissed as moot.

**Dated:** February 3, 2015

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**Joel H. Holt, Esq.**

*Counsel for Defendant Hamed*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709

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

*Counsel for Defendant Hamed*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com  
Tele: (340) 719-8941

Stipulation  
Page 2

Dated: February 3, 2015

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**Nizar A. DeWood**  
*Counsel for Plaintiff*  
The DeWood Law Firm  
2006 Eastern Suburb, Suite 101  
Christiansted, VI 00820  
dewoodlaw@gmail.com

SO ORDERED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2015

Dated:

---

HON. JESSICA GALLIVAN  
Magistrate Judge

ESTRELLA GEORGE, ACTING  
Clerk of Court

By: \_\_\_\_\_  
Clerk

Dist: Joel H. Holt  
Carl J. Hartmann  
Nizar A. DeWood

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

15 MAR -6 P/ 39

MOHAMMED HAMED, by his authorized agent )  
WALEED HAMED, )  
 )  
Plaintiff/Counterclaim Defendant, )  
 )  
v. )  
 )  
FATHI YUSUF and UNITED CORPORATION, )  
 )  
Defendants/Counterclaimants, )  
 )  
v. )  
 )  
WALEED HAMED, WAHEED HAMED, )  
MUFEED HAMED, HISHAM HAMED, and )  
PLESSEN ENTERPRISES, INC., )  
 )  
Counterclaim Defendants. )

Case No. SX-12-CV-370

Action for Damages,  
Injunctive Relief and  
Declaratory Relief

**MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF  
PLAZA EXTRA EAST**

WHEREAS, on September 18, 2014, the undersigned, Honorable Edgar D. Ross (the "Master"), was appointed by the Court to serve as Judicial Master in the above-captioned civil action to direct and oversee the winding up of the Hamed-Yusuf Partnership *also known as the Plaza Extra Partnership* (the "Appointment Order"), a copy of which is attached as Exhibit 1;

WHEREAS, on January 7, 2015, the Court issued its Order Adopting Final Wind Up Plan ("Wind Up Order") providing for the transfer of the business known as Plaza Extra East:

**Plaza Extra East**

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra East: inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. . . . **Upon payment for the inventory, and upon payment (or auction and distribution of the proceeds) for the equipment, Yusuf will assume full ownership and control and may continue to operate Plaza Extra East without any further involvement of Hamed, Hamed's sons, and free and clear of any claims or interests of Hamed;**





WHEREAS, Yusuf has fully complied with and satisfied the foregoing directive of the Wind Up Order such that as of 12:01 AM on March 9, 2015, Yusuf will lawfully <sup>15</sup> ~~fully~~ ~~has~~ ~~sole~~ ~~right~~ title, interest, ownership and control of the business known as Plaza Extra East to the exclusion of all other persons and entities that may have previously been involved in the operation of Plaza Extra East;

WHEREAS, the parties have also stipulated that this business can operate using the trade name "Plaza Extra East";

WHEREAS, the Court and Master have been informed that Yusuf's rights, privileges and powers regarding Plaza Extra East will be exercised by United Corporation, a duly formed and existing Virgin Islands corporation, using the trade name "Plaza Extra East";

WHEREAS, Plaza Extra East is authorized by the United States Department of Agriculture ("USDA") to accept and transact payments through the USDA Supplemental Nutrition Assistance Program ("SNAP");

WHEREAS, Plaza Extra East is a SNAP superstore, does substantial SNAP transactions and is located in an area of high SNAP participant need;

WHEREAS, Plaza Extra East participates in the Virgin Islands Department of Health Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC") and accepts WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra East is located in an impoverished rural area and significant hardship would ensue to the communities surrounding Plaza Extra East in the event that Plaza Extra East was unable to serve the public and/or accept and transact SNAP payments, WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra East employs a significant number of St. Croix residents who depend on their jobs at Plaza Extra East for their livelihoods and to support their families;

WHEREAS, it is essential that ownership, control and operation of Plaza Extra East be transferred in a smooth and efficient manner in order to prevent cessation of services to the communities surrounding Plaza Extra East and prevent employment interruption; and

WHEREAS, it is therefore necessary that all governmental agencies, persons and businesses doing business with Plaza Extra East act with all deliberate speed to recognize, document and act in accordance with the directives of the Wind Up Order and this Order.

**NOW THEREFORE, THE MASTER HERBY DECLARES AS FOLLOWS:**

**Recognition of Fathi Yusuf's Full and Sole Ownership of Plaza Extra East**

1. Yusuf has lawfully and rightfully assumed full and sole ownership and control and may continue to operate Plaza Extra East without any further involvement of any other person or entity, using the trade name "Plaza Extra East."

2. All persons, entities and governmental agencies are hereby directed to recognize Fathi Yusuf as the operator of Plaza East through United Corporation and to, assist in this transition to the fullest extent permitted by law and regulation with all matters related to preparation and issuance of documentation necessary to reflect United Corporation's operation of Plaza Extra East.

**Further Information**

3. Any and all persons having questions or concerns regarding this Order shall contact **Gregory Hodges, Esquire, at 340.774.4422**, who shall, upon receipt of any questions or concerns regarding this Order, (i) forthwith inform the Master of all such questions or concerns and (ii) respond to all such questions or concerns as directed by the Master.

Dated:

*Mgech*  
~~4/11/15~~ 6, 2015  
*EDR*

By:

*Edgar D. Ross*  
HONORABLE EDGAR D. ROSS  
Judicial Master

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

15 MAR -5 P4:39

MOHAMMED HAMED by his authorized agent )  
WALEED HAMED, )  
Plaintiff/Counterclaim Defendant, )  
v. )  
FATHI YUSUF and UNITED CORPORATON, )  
Defendants/Counterclaimants )  
v. )  
WALEED HAMED, WAHEED HAMED, )  
MUFEED HAMED, HISHAM HAMED, and )  
PLESSEN ENTERPRISES, INC. )  
Counterclaim Defendants. )

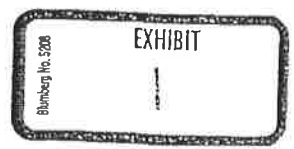
CIVIL NO. SX-12-CV-370  
ACTION FOR DAMAGES, etc.

**ORDER APPOINTING MASTER**

THIS MATTER is before the Court on Plaintiff/Counterclaim Defendant and Defendant/Counterclaimants' Stipulation Regarding Appointment of Master ("Stipulation"), filed September 10, 2014 and the same Parties' Joint Notice re Suggested Compensation of Master ("Notice"), filed September 17, 2014.

By Order dated August 28, 2014, the Parties were ordered to confer and jointly select a Master acceptable to both. By the Stipulation and the Notice, the Parties have agreed to the appointment of the Honorable Edgar D. Ross to serve as Master, to be compensated for services at the rate of \$400.00 per hour, which is acceptable to the Master. In light of the foregoing, it is hereby

ORDERED that the Honorable Edgar D. Ross is appointed to serve as judicial Master in this action, to direct and oversee the winding up of the Hamed-Yusuf Partnership. It is further



15 MAR -6 P 1:39

ORDERED that the Master's duties will commence forthwith with a review of such portions of the Court's file as are deemed necessary and helpful to provide background information relative to the Partnership, its businesses, assets and operations; and the scope and structure of the winding up process, which review shall include the previously filed submissions of the Parties presenting their respective plans for winding up the Partnership. It is further


ORDERED that the Master will be compensated at the rate of \$400.00 per hour according to a monthly payment schedule and process to be agreed between the Master and the Liquidating Partner (to be named) (or, prior to the designation of the Liquidating Partner, between the Master and the Parties, through counsel). It is further

ORDERED that in conjunction with the Master's review, the Court will present to the Parties a proposed plan for the winding up of the Partnership in advance of the status conference scheduled by this Order, and will solicit comments, objections and recommendations. It is further

ORDERED that this matter will come on for telephonic status conference on Tuesday, October 7, 2014 at 11:30 a.m. with the Master in attendance. The parties are directed to attend the conference by calling (559) 546-1200 and entering access code 920025025. It is further

ORDERED that upon consideration of the Parties' presentations, the Court will adopt the final plan for winding up the Partnership to be overseen by the Master.

DATED: September 18, 2014

  
DOUGLAS A. BRADY  
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE  
Acting Clerk of the Court

By:   
Court Clerk Supervisor

CERTIFIED TO BE A TRUE COPY  
This 18th day of Sept 2014

CLERK OF THE COURT  
By:   
Court Clerk

9/18/14

sep

DAS

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

MOHAMMED HAMED, by his authorized agent )  
WALEED HAMED, )

Case No. SX-12-CV-370

Plaintiff/Counterclaim Defendant, )

Action for Damages,  
Injunctive Relief and  
Declaratory Relief

v. )

FATHI YUSUF and UNITED CORPORATION, )

Defendants/Counterclaimants, )

v. )

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

Counterclaim Defendants. )

15 MAR -5 PM 2:40

**MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF  
PLAZA EXTRA WEST**

WHEREAS, on September 18, 2014, the undersigned, Honorable Edgar D. Ross (the "Master"), was appointed by the Court to serve as Judicial Master in the above-captioned civil action to direct and oversee the winding up of the Hamed-Yusuf Partnership *also known as* the Plaza Extra Partnership (the "Appointment Order"), a copy of which is attached as **Exhibit 1**;

WHEREAS, on January 7, 2015, the Court issued its Order Adopting Final Wind Up Plan ("Wind Up Order") providing for the transfer of the business known as Plaza Extra West:

**Plaza Extra West**

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra West: inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. . . . **Upon payment for the inventory, and upon payment (or auction and distribution of the proceeds) for the equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra West without any further involvement of Yusuf, Yusuf's sons or United, and free and clear of any claims or interests of Yusuf or United;**



WHEREAS, Hamed has fully complied with and satisfied the foregoing directive of the Wind Up Order such that as of 12:01 AM on March 9, 2015, Hamed will lawfully have sole right, title, interest, ownership and control of the business known as Plaza Extra West to the exclusion of all other persons and entities that may have previously been involved in the operation of Plaza Extra West;

WHEREAS, the parties have also stipulated that this business can operate using the trade name "Plaza Extra West";

WHEREAS, the Court and Master have been informed that Hamed's rights, privileges and powers regarding Plaza Extra West will be exercised by KAC357, Inc., a duly formed and existing Virgin Islands corporation ("KAC357"), using the trade name "Plaza Extra West";

WHEREAS, Plaza Extra West is authorized by the United States Department of Agriculture ("USDA") to accept and transact payments through the USDA Supplemental Nutrition Assistance Program ("SNAP");

WHEREAS, Plaza Extra West is a SNAP superstore, does substantial SNAP transactions and is located in an area of high SNAP participant need;

WHEREAS, Plaza Extra West participates in the Virgin Islands Department of Health Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC") and accepts WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra West is located in an impoverished rural area and significant hardship would ensue to the communities surrounding Plaza Extra West in the event that Plaza Extra West was unable to serve the public and/or accept and transact SNAP payments, WIC checks and WIC Cash Value Checks;

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WHEREAS, Plaza Extra West employs a significant number of St. Croix residents who depend on their jobs at Plaza Extra West for their livelihoods and to support their families;

WHEREAS, it is essential that ownership, control and operation of Plaza Extra West be transferred in a smooth and efficient manner in order to prevent cessation of services to the communities surrounding Plaza Extra West and prevent employment interruption; and

WHEREAS, it is therefore necessary (i) that all governmental agencies, persons and businesses doing business with Plaza Extra West act with all deliberate speed to recognize, document and act in accordance with the directives of the Wind Up Order and this Order and (ii) that certain bank accounts remain open to act as trust accounts to hold monies for the benefit of Plaza Extra West for no more than thirty (30) days from March 9, 2015.

**NOW THEREFORE, THE MASTER HERBY DECLARES AS FOLLOWS.**

**A. Recognition of Hameds Full and Sole Ownership of Plaza Extra West**

1. Hamed has lawfully and rightfully assumed full and sole ownership and control and may continue to operate Plaza Extra West without any further involvement of any other person or entity, using the trade name "Plaza Extra West."

2. All persons, entities and governmental agencies are hereby directed to recognize KAC357 the operator of Plaza West through KAC357, Inc. and to, assist in this transition to the fullest extent permitted by law and regulation with all matters related to preparation and issuance of documentation necessary to reflect KAC357's operation of Plaza Extra West.

**B. SNAP (Food Stamps) and WIC**

3. With regard to USDA Food and Consumer Service Food Stamp Program Permit Number 4443411, all persons, entities and agencies presented with this Order are hereby informed that, consistent with the Wind Up Order and this Order, Maher Yusuf has disassociated

from Plaza Extra West and it is now fully operated by KAC357, with Waleed ("Wally") Hamed as President.

4. With regard to WIC Vendor Agreement dated October 31, 2012, regarding "Plaza Extra" with ID number 66-0391237, all persons, entities and agencies presented with this Order are hereby informed that, consistent with the Wind Up Order and this Order, Maher Yusuf has disassociated from Plaza Extra West. To the extent necessary and in accordance with all applicable law and regulation, a new WIC Vendor Agreement may be executed by Plaza Extra West, acting by and through Waleed ("Wally") Hamed as President, and the Virgin Islands Department of Health.

**C. Bank Accounts to Remain Open During Transition as Trust Accounts**

5. In order to provide for a smooth transition of ownership and to provide time for the preparation and issuance of documentation necessary to memorialize KAC357's operation of Plaza Extra West, the two bank accounts (the "Bank Accounts") designated as follows:

- a. BANCO POPULAR CREDIT CARD ACCOUNT  
No. 191-063789
- b. SCOTIA TELECHECK ACCOUNT  
No. 058-600929218

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shall be handled as follows:

- (1) All transactions to be deposited into these Bank Accounts as of 11:59 PM on March 8, 2015, shall belong to the partnership and shall be turned over to the Master and the Liquidating Partner to be deposited into the Claim Reserve Account.
- (2) All transactions occurring after 12:01 AM on March 9, 2015, shall belong to Hamed or his assignee, KAC357, Inc., and are thereafter declared to be trust accounts to hold in trust for Hamed or his assignee, KAC357, Inc.

6. Thereafter, no person or entity other than (i) Waleed ("Wally") Hamed; (ii) Waheed ("Willie") Hamed; (iii) Mufeed ("Mafi") Hamed; and/or (iv) Hisham ("Shawn")



Hamed, is or shall be permitted to withdraw any Plaza Extra West Funds from either or both of the Bank Accounts.

7. The parties shall cooperate with requests for execution and completion of all required forms, signature cards and other documentation necessary to effect the directives hereof concerning the Bank Accounts.

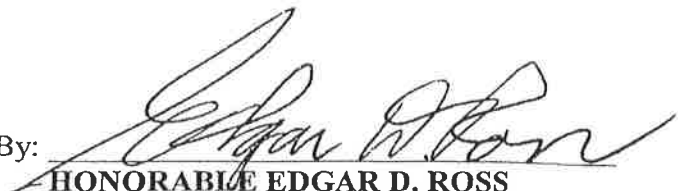
**D. Business License and Permits**

8. All governmental agencies, including but not limited to the Virgin Islands Department of Health, Fire Service, Bureau of Internal Revenue, Department of Labor and Department of Licensing and Consumer Affairs are requested to act with all deliberate speed in connection with any required inspection(s) or diligence necessary to approve and permit KAC357 to operate Plaza Extra West and shall, upon satisfaction of all such inspections and diligence, forthwith issue any and all permits, licenses or permissions necessary for KAC357 to operate and exercise full operational control of Plaza Extra West.

**E. Further Information**

9. Any and all persons having questions or concerns regarding this Order shall contact **Mark W. Eckard, Esquire, at 340.514.2690**, who shall, upon receipt of any questions or concerns regarding this Order, (i) forthwith inform the Master of all such questions or concerns and (ii) respond to all such questions or concerns as directed by the Master.

Dated: MARCH 5, 2015

By:   
**HONORABLE EDGAR D. ROSS**  
Judicial Master

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

MOHAMMED HAMED by his authorized agent )  
WALEED HAMED, )  
Plaintiff/Counterclaim Defendant, )  
v. )  
FATHI YUSUF and UNITED CORPORATON, )  
Defendants/Counterclaimants )  
v. )  
WALEED HAMED, WAHEED HAMED, )  
MUFEED HAMED, HISHAM HAMED, and )  
PLESSEN ENTERPRISES, INC. )  
Counterclaim Defendants. )

CIVIL NO. SX-12-CV-370  
ACTION FOR DAMAGES, etc.

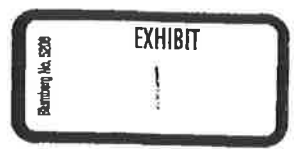
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**ORDER APPOINTING MASTER**

THIS MATTER is before the Court on Plaintiff/Counterclaim Defendant and Defendant/Counterclaimants' Stipulation Regarding Appointment of Master ("Stipulation"), filed September 10, 2014 and the same Parties' Joint Notice re Suggested Compensation of Master ("Notice"), filed September 17, 2014.

By Order dated August 28, 2014, the Parties were ordered to confer and jointly select a Master acceptable to both. By the Stipulation and the Notice, the Parties have agreed to the appointment of the Honorable Edgar D. Ross to serve as Master, to be compensated for services at the rate of \$400.00 per hour, which is acceptable to the Master. In light of the foregoing, it is hereby

ORDERED that the Honorable Edgar D. Ross is appointed to serve as judicial Master in this action, to direct and oversee the winding up of the Hamed-Yusuf Partnership. It is further



ORDERED that the Master's duties will commence forthwith with a review of such portions of the Court's file as are deemed necessary and helpful to provide background information relative to the Partnership, its businesses, assets and operations; and the scope and structure of the winding up process, which review shall include the previously filed submissions of the Parties presenting their respective plans for winding up the Partnership. It is further

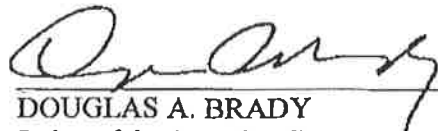
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ORDERED that in conjunction with the Master's review, the Court will present to the Parties a proposed plan for the winding up of the Partnership in advance of the status conference scheduled by this Order, and will solicit comments, objections and recommendations. It is further

ORDERED that this matter will come on for telephonic status conference on **Tuesday, October 7, 2014 at 11:30 a.m.** with the Master in attendance. The parties are directed to attend the conference by calling (559) 546-1200 and entering access code 920025025. It is further

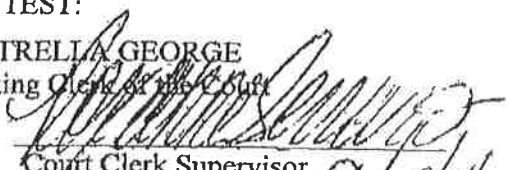
ORDERED that upon consideration of the Parties' presentations, the Court will adopt the final plan for winding up the Partnership to be overseen by the Master.

DATED: September 18, 2014

  
DOUGLAS A. BRADY  
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE  
Acting Clerk of the Court

By:   
Court Clerk Supervisor

CERTIFIED TO BE A TRUE COPY  
This 18th day of Sept 2014

CLERK OF THE COURT  
By:  Court Clerk