

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

<b>MOHAMMAD HAMED</b> , by his authorized agent <b>WALEED HAMED</b> ,	)	
	)	
<i>Plaintiff/Counterclaim Defendant</i> ,	)	
	)	
vs.	)	<b>CIVIL NO. SX-12-CV-370</b>
	)	
<b>FATHI YUSUF</b> and <b>UNITED CORPORATION</b> ,	)	
	)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
<i>Defendants/Counterclaimants</i> ,	)	
	)	
vs.	)	JURY TRIAL DEMANDED
	)	
<b>WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.</b> ,	)	
	)	
	)	
<i>Counterclaim Defendants.</i>	)	
	)	

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**PLAINTIFF’S REPLY TO DEFENDANTS’ OPPOSITION TO MOTION FOR  
RECONSIDERATION OF PORTION OF RENT ORDER**

On April 27, 2015, this Court entered an order allowing the Liquidating Partner to distribute certain rents to United Corporation (“United”), for which Plaintiff sought partial reconsideration *limited to* the **payment now** of older rent amounts from 1993 and 2004, totaling \$3,399,679.73.<sup>1</sup> Defendants have opposed the motion. In response to Defendants’ May 11, 2015 opposition, several brief comments are in order:

- While Defendants argue that there is nothing new for the Court to consider, this motion is based on Step 6 of the January 7, 2015 Liquidation Order. **That order was issued well after the summary judgment motions were filed**, directing the parties to submit their proposed accounting and distribution plan 45 days after the completion of the liquidation of the Partnership Assets, with a “Claims Reserve Account.” That Liquidation Order has its own procedure for addressing

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<sup>1</sup> While Plaintiff respectfully disagrees that such rent is due, reconsideration of that aspect of this Court’s order is not being sought in this motion.

offsets against amounts owed to a party, such as this \$3,399,679.73 rent claim due United.

- Defendants argue that the rent is owed to a non-partner, and thus Step 6 is not applicable. However, the order directing the payment to be made now, rather than at the end of the case (as would be normal in a summary judgment order where there are still other pending issues to be resolve), is *clearly* based on the procedural posture of this case—that a liquidation is taking place now, so debts can be paid now. Thus, withholding this \$3,399,679.73 payment until any offsets are determined is clearly appropriate as part of this process as well.
- Finally, this debt is due a to company controlled by the Liquidating Partner, United, so that payment to it without first addressing known offsets due the partnership raises serious issues under 26 V.I.C. § 74(b)(2), **which prohibits a Liquidating Partner from dealing with a company whose interest is adverse to the partnership.**<sup>2</sup>

In summary, it is respectfully submitted that this claim for rent between 1993 and 2004, now determined to be owed, should not be paid until the final accounting is completed, as there are potential, identified offsets against it for sums owed by United to the partnership. As there is an expedited claims process in place, this delay in payment should not be lengthy, if in fact any sums are due after the offsets are considered.

Dated: May 14, 2015

  
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<sup>2</sup> These offsets include an authorized payment of partnership funds to United of \$2,784,706.25 on August 15, 2012, and payment of its legal fees totaling \$504,591.03 from partnership funds, as noted in Plaintiff's initial motion. It may also include an offset found by the Master to be due based on the adjustment of the square footage of the Plaza East store, as permitted by footnote 2 of this Court's April 27<sup>th</sup> Order.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 14<sup>th</sup> day of May, 2015, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

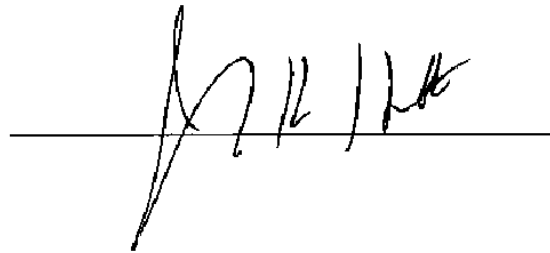
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A handwritten signature in black ink, appearing to read "J B C Moorhead", is written over a horizontal line.