IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMED HAMED by his authorized agent WALEED HAMED

Plaintiff

Vs.

Vs.

FATHI YUSUF and UNITED CORPORATION, ET AL

Defendant

DIVISION OF ST. CROIX

CASE NO.

SX-12-CV-370

ACTION FOR: DAMAGES; ET AL

NOTICE OF ENTRY OF JUDGMENT/ORDER

TO:	JOEL HOLT, ESQ.; CARL HARTMANN III,	_ Esquire	HON. EDGAR ROSS (edgarrossjudge@hotmail.com)	
	NIZAR DEWOOD, ESQ.; GREGORY HODGES,	_ Esquire		
	MARK ECKARD, ESQ.; JEFFREY MOORHEAD	<u>S</u> Esquire		
	Please take notice that on JUNE 5, 2	2015		Order was
enter	ed by this Court in the above-entitled mat	ter.		
Date	d: June 5, 2015			
			ESTRELLA H. O	GEORGE (ACTING)
			Clerk of t	he Superior Court
			•	SPR'Z
			By:IRIS D.	CINTRON
			COLID	T CI EDK II

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	CIVIL NO. SX-12-CV-370 ACTION FOR DAMAGES, etc.
v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.	
Counterclaim Defendants.))

ORDER

THIS MATTER is before the Court on Plaintiff's Motion and Memorandum in Support of Motion for Reconsideration of Portion of Rent Order ("Motion"), filed May 4, 2015; Defendants' Opposition, filed May 12, 2015; and Plaintiff's Reply, filed May 14, 2015. For the reasons that follow, Plaintiff's Motion will be denied.

On April 27, 2015 this Court ordered the Hamed-Yusuf Partnership to pay monies associated with past due rent to the Partnership's landlord, United Corporation. Plaintiff does not dispute the substance of that Order, but moves the Court to reconsider the portion of the Order regarding the immediate payment for United's 1993-2004 rent claim. Plaintiff argues that "...the 1993-2004 rent claim should not be paid until the final accounting is completed due to potential offsets against it." Motion, 2. Plaintiff refers the Court to the Step 6 of its January 7, 2015 Liquidation Order which established a procedure for utilizing the claims reserve account for offsets

against a non-partner, such as United. *Id.* at 2. Plaintiff argues that the Partnership should not have to pay the rent in question until it is determined whether that figure is subject to offsets in the form of claims for monies owed to the Partnership from United. According to Plaintiff, allowing the satisfaction of this debt outside of the "Claims Resolution Process" would be "manifestly unjust" and warrants reconsideration pursuant to LRCi 7.3 (2) and (3). *Id.* at 3.

Defendants argue that Plaintiff's Motion fails "to establish the 'need to correct clear error or prevent manifest injustice." Opposition, 1 (citing LRCi 7.3(3)). According to Defendants, Plaintiff not only fails to establish that reconsideration is necessary, but also fails to sufficiently present any argument that he is legally entitled to a stay of the Order. Opposition, 2 (citing Tip Top Constr. Corp. v. Gov't of the V.I., 2014 V.I. Supreme LEXIS 15 (V.I. 2014)). Defendants submit that all of Plaintiff's concerns regarding offsets "...can be resolved by way of the accounting to be submitted by the Partners..." Opposition, 6.

By his Reply, Plaintiff implies that serious problems could arise in connection with payments by the Liquidating Partner (Yusuf) to a company in which he holds a substantial interest (United). Reply, 2. The Court is unpersuaded. Plaintiff presents no sufficient practical or legal reason for the Court to stay any portion of its April 27, 2015 Order. The Partnership is currently being liquidated. There remain sufficient funds in the established Partnership accounts to satisfy the full amount of the rental debt owed to United.

The process established calls for the distribution of Partnership assets to satisfy Partnership debts, such as the rents owed to United. Plaintiff expresses concerns that the Partnership is entitled to offsets against those rent payments for obligations due the Partnership from United. Specifically, Plaintiff cites the unilateral action of Yusuf to pay from Partnership funds to United on August 15,

2012 the amount of \$2,784,706.25 utilized by United to purchase real property in its own name;

and Yusuf's payment over the period October 2012 through March 2013 from Partnership funds

to satisfy legal bills incurred by United. To the extent that such unilateral payments of Partnership

funds by Yusuf were unwarranted, Hamed retains the right to seek recourse by offsets to

distributions of Partnership assets that would otherwise be owing to Yusuf during the Partnership

liquidation process. The Court remains confident that, under direction and supervision of the

Master, all legitimate Partnership debts can be satisfied, and that the Partners' accounting and

distribution to Partners can be fully accomplished by the procedures in place with the funds that

will remain in the Claims Reserve Account.

As the Court finds that Plaintiff has not presented any new evidence or established any

potential manifest injustice that might befall either Plaintiff or the Partnership, the Court declines

to reconsider or to stay its April 27, 2015 Order. See LRCi 7.3(3).

On the basis of the foregoing, it is hereby

ORDERED that Plaintiff's Motion and Memorandum in Support of Motion for

Reconsideration of Portion of Rent Order is DENIED.

Dated: June 5, 2015

🕓 A. BRADY Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE

Acting Clerk of the Court

ourt Clerk Supervisor

HAMD628416