

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

MOHAMMAD HAMED , by his authorized agent WALEED HAMED ,)	
)	
<i>Plaintiff/Counterclaim Defendant,</i>)	
)	
vs.)	CIVIL NO. SX-12-CV-370
)	
FATHI YUSUF and UNITED CORPORATION ,)	
)	
<i>Defendants/Counterclaimants,</i>)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
)	
vs.)	JURY TRIAL DEMANDED
)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,)	
)	
<i>Counterclaim Defendants.</i>)	
)	
<hr/>)	
UNITED CORPORATION ,)	
)	CIVIL NO. SX-13-CV-101
<i>Plaintiff,</i>)	
)	
vs.)	
)	
WAHEED HAMED ,)	
)	
<i>Defendant.</i>)	
<hr/>)	

**DEFENDANT WAHEED HAMED'S OPPOSITION
TO PLAINTIFF UNITED'S MOTION TO CONSOLIDATE
WITH SX-12-CV-370**

On March 17, 2016, United Corporation filed three separate motions to consolidate the following cases with Mohammad Hamed's case, SX-12-CV-370:

1. United v. Waleed (Wally) Hamed, SX-13-CV-003
2. United v. Waheed (Willie) Hamed, ST-13-CV-101, and
3. Wadda Charriez v. United, SX-13-CV-152

The first two of these cases were brought by United Corporation for alleged acts of Wally and Willie Hamed **solely against the Plaza Extra Supermarkets** in the early 1990's. Both cases are already subject to a dispositive motion for summary judgment, copies of which are attached hereto as **Exhibits 1 and 2**, in which the following issues are undisputed:

1. United admitted that never has been the owner of the Plaza Extra Stores.
2. United admitted that a partnership between Hamed and Yusuf existed.
3. Thus, the only real party in interest is Fathi Yusuf -- **already a party here**.
4. Thus, Yusuf's claims are **already before this Court without consolidation**.

Thus, there is absolutely no dispute that United does not have a claim against Waheed Hamed, so consolidation would just be a waste of judicial resources since dispositive motions for summary judgment can now be granted in each case against United without waiting for consolidation.

Although not at issue here, the third action, *Wadda Charriez v. United*, SX-13-CV-152, should not be consolidated for a very similar reason:

1. Wadda Charriez is not a party in the 370 case.
2. Charriez has not been a participant in any of the depositions or discovery there.
3. The Charriez claim is a personal injury claim, not a commercial claim.
4. Most importantly, Charriez has also filed a dispositive motion for summary judgment against United in her case. See **Exhibit 3**.

Again, for the same reason that exists here, there is no dispute that United does not have a claim against Wadda Charriez, so consolidation would just be a waste of judicial resources since a dispositive motion for summary judgment can now be granted in her case against United without waiting for consolidation.

Thus, it is respectfully submitted that the motion to consolidate should be denied.

Dated: March 29, 2016



Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Telephone: (340) 719-8941
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Hamm & Eckard, P.C.
5030 Anchor Way
Christiansted, VI 00820
Telephone: (340) 773-6955
Email: meckard@hammeckard.com

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of March, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

Hon. Edgar Ross, Special Master
edgarrossjudge@hotmail.com

Joel H. Holt, Esq.
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com

Nizar A. DeWood
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
dewood@gmail.com

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas, VI00802
ghodges@dtflaw.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
jeffreymlaw@yahoo.com



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

UNITED CORPORATION,)	CIVIL NO. SX-13-CV-03
)	
<i>Plaintiff,</i>)	ACTION FOR DAMAGES INJUNCTIVE
)	RELIEF AND DECLARATORY RELIEF
)	
v.)	
)	
WALEED HAMED,)	
)	
<i>Defendant.</i>)	
_____)	

**DEFENDANT WALEED HAMED’S
MOTION AND MEMORANDUM FOR SUMMARY JUDGEMENT**

Waleed Hamed (“Defendant”), by and through his undersigned counsel and pursuant to Rule 56, hereby moves for summary judgment dismissing the above-captioned civil action (this “Action”) with prejudice, as there is no genuine dispute as to any material fact and Defendant is entitled to judgment as a matter of law.

This Action involves claims by United Corporation (“United”) enforcing the rights of the Plaza Extra Supermarkets in the early 1990’s. When it filed this suit, United claimed that United, rather than Fathi Yusuf, was a partner in the joint venture with Mohammad Hamed which owned and operated these supermarkets. Complaint at ¶ 11. Since its filing, United has conceded in judicial pleadings filed in the Superior Court in another case that this allegation is not true – that Fathi Yusuf and Mohammad Hamed were the only partners.

In this regard, United admitted in another case, **where it is also a party**, that a partnership between Hamed and Fathi Yusuf, not United, has owned the Plaza Extra stores since 1986. See Defendants’ *Memorandum in Support of Motion to Appoint Master For Judicial Supervision of Partnership Winding Up*, **Exhibit 1** at ¶ 7, pp. 3-4. Judge Brady specifically noted the admission



and further concessions in open court that only Mohammad Hamed and Fathi Yusuf, and not United Corporation, were the partners in Plaza Extra Supermarkets -- in his summary judgment opinion dated November 7, 2014. *Hamed v. Fathi Yusuf & United Corp. et al.*, Civ. No. SX-12-CV-370 (See **Exhibit 2**):

In his Motion re Master, Defendant Yusuf conceded the existence of a partnership by operation of law **between himself and Plaintiff Hamed**, and requested that this Court dissolve said partnership. See Motion re Master, ¶7. **In subsequent filings and in open court, Defendants have reiterated their concession as to the existence of the partnership.** (Emphasis added.)

Id. at p. 2. As a result, the Court entered summary judgment on the exact issue presented here – that United has absolutely no interest in (or right to assert the claims of) the partnership, holding that the defendants had conceded that the Plaza Extra Stores were owned solely by the Hamed-Yusuf partnership, not United Corporation:

ORDERED that the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, **with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities;**. . . (Emphasis added.)


Id. at pp 2-3. Thus, the issue of whether United has any claim against the Defendant based on some interest in or rights as the owner of, or partner in the Plaza Extra Supermarkets has been resolved, warranting this case being dismissed. Indeed, United's admission and concessions in that case collaterally estops it from arguing otherwise here.

In summary, United asserts a claim that it has conceded in another case is now untrue—as it now has admitted it never owned the supermarket business that it claimed it owned in the complaint---warranting summary judgment here and dismissal of the case.

Respectfully submitted,

HAMM ECKARD, LLP

Dated: March 22, 2016

By:  FOR
Mark W. Eckard (VI Bar No. 1051)
5030 Anchor Way, Suite 13
Christiansted, VI 00820-4692
Telephone: (340) 773-6955
Facsimile: (855) 456-8784
Email: meckard@hammeckard.com

Counsel to Waleed Hamed

CERTIFICATE OF SERVICE

I hereby certify that on this 23 day of March, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

Hon. Edgar Ross, Special Master
edgarrossjudge@hotmail.com

Joel H. Holt, Esq.
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Telephone: (340) 719-8941
Email: carl@carlhartmann.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
jeffreymlaw@yahoo.com

Nizar A. DeWood
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
dewood@gmail.com

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas, VI00802
ghodges@dtflaw.com



IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

UNITED CORPORATION,

Plaintiff,

v.

WAHEED HAMED,

Defendant.

) CIVIL NO. ST-13-CV-101
)

) ACTION FOR DAMAGES INJUNCTIVE
) RELIEF AND DECLARATORY RELIEF
)
)
)
)
)
)
)
)
)

**DEFENDANT WAHEED HAMED'S
MOTION AND MEMORANDUM FOR SUMMARY JUDGEMENT**

Waheed Hamed ("Defendant"), by and through his undersigned counsel and pursuant to Rule 56, hereby moves for summary judgment dismissing the above-captioned civil action (this "Action") with prejudice, as there is no genuine dispute as to any material fact and Defendant is entitled to judgment as a matter of law.

This Action involves claims by United Corporation ("United") enforcing the rights of the Plaza Extra Supermarkets in the early 1990's. When it filed this suit, United claimed it, rather than Fathi Yusuf, was a partner in the joint venture with Mohammad Hamed which owned and operated these supermarkets where Defendant was an employee. Complaint at ¶¶ 7-9. Since its filing, United has conceded in judicial pleadings filed in the Superior Court in another case that this allegation is not true – that Fathi Yusuf and Mohammad Hamed were the only partners.

In this regard, United admitted in another case, **where it is also a party**, that a partnership between Hamed and Fathi Yusuf, not United, has owned the Plaza Extra stores since 1986. See Defendants' Memorandum in Support of Motion to Appoint Master For Judicial Supervision of Partnership Winding Up, **Exhibit 1** at ¶ 7, pp. 3-4. Judge Brady specifically noted the admission



and further concessions in open court that only Mohammad Hamed and Fathi Yusuf, and not United Corporation, were the partners in Plaza Extra Supermarkets -- in his summary judgment opinion dated November 7, 2014. *Hamed v. Fathi Yusuf & United Corp. et al.*, Civ. No. SX-12-CV-370 (See **Exhibit 2**):

In his Motion re Master, Defendant Yusuf conceded the existence of a partnership by operation of law **between himself and Plaintiff Hamed**, and requested that this Court dissolve said partnership. See Motion re Master, ¶7. **In subsequent filings and in open court, Defendants have reiterated their concession as to the existence of the partnership.** (Emphasis added.)

Id. at p. 2. As a result, the Court entered summary judgment on the exact issue presented here -- that United has absolutely no interest in (or right to assert the claims of) the partnership, holding that the defendants had conceded that the Plaza Extra Stores were owned solely by the Hamed-Yusuf partnership, not United Corporation:

ORDERED that the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, **with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities;** . . . (Emphasis added.)

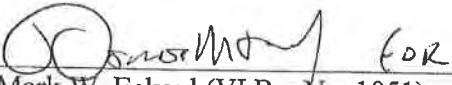
Id. at pp 2-3. Thus, the issue of whether United has any claim against the Defendant based on some interest in or rights as the owner of, or partner in the Plaza Extra Supermarkets has been resolved, warranting this case being dismissed. Indeed, United's admission and concessions in that case collaterally estops it from arguing otherwise here.

In summary, United asserts a claim that it has conceded in another case is now untrue—as it now has admitted it never owned the supermarket business that it claimed it owned in the complaint---warranting summary judgment here and dismissal of the case.

Respectfully submitted,

HAMMECKARD, LLP

Dated: March 22, 2016

By:  FOR
Mark W. Eckard (VI Bar No. 1051)
5030 Anchor Way, Suite 13
Christiansted, VI 00820-4692
Telephone: (340) 773-6955
Facsimile: (855) 456-8784
Email: meckard@hammeckard.com

Counsel to Waheed Hamed

CERTIFICATE OF SERVICE

I hereby certify that on this 23 day of March, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

Hon. Edgar Ross, Special Master
edgarrossjudge@hotmail.com

Joel H. Holt, Esq.
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Telephone: (340) 719-8941
Email: carl@carlhartmann.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
jeffreymlaw@yahoo.com

Nizar A. DeWood
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
dewood@gmail.com

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST. Thomas, VI 00802
ghodges@dtflaw.com



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

UNITED CORPORATION,

Plaintiff,

v.

WADDA CHARRIEZ,

Defendant.

) CIVIL NO. SX-13-CV-152

) ACTION FOR DAMAGES

**DEFENDANT WADDA CHARRIEZ'S
MOTION AND MEMORANDUM FOR SUMMARY JUDGEMENT**

The Defendant hereby moves for summary judgment pursuant to Rule 56, as there are no genuine issues of fact in dispute, warranting dismissal of this case. In this regard, it is respectfully submitted that the relief sought should be granted and this case should be dismissed with prejudice.

This action involves claims by United Corporation ("United") enforcing the rights of the Plaza Extra Supermarkets. When it filed this suit, United claimed operated these supermarkets. Complaint at ¶ 7. Since its filing, United has conceded in judicial pleadings filed in the Superior Court in another case that this allegation is not true – that Fathi Yusuf and Mohammad Hamed were the only partners.

In this regard, United admitted in another case, **where it is also a party**, that a partnership between Hamed and Fathi Yusuf, not United, has owned the Plaza Extra stores since 1986. See Defendants' *Memorandum in Support of Motion to Appoint Master For Judicial Supervision of Partnership Winding Up*, **Exhibit 1** at ¶ 7, pp. 3-4. Judge Brady specifically noted the admission and further concessions in open court that



only Mohammad Hamed and Fathi Yusuf, and not United Corporation, were the partners in Plaza Extra Supermarkets -- in his summary judgment opinion dated November 7, 2014. *Hamed v. Fathi Yusuf & United Corp. et al.*, Civ. No. SX-12-CV-370 (See **Exhibit 2**):

In his Motion re Master, Defendant Yusuf conceded the existence of a partnership by operation of law **between himself and Plaintiff Hamed**, and requested that this Court dissolve said partnership. See Motion re Master, ¶7. **In subsequent filings and in open court, Defendants have reiterated their concession as to the existence of the partnership.** (Emphasis added.)

Id. at p. 2. As a result, the Court entered summary judgment on the exact issue presented here – that United has absolutely no interest in (or right to assert the claims of) the partnership, holding that the defendants had conceded that the Plaza Extra Stores were owned solely by the Hamed-Yusuf partnership, not United Corporation:

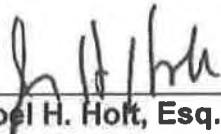
ORDERED that the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, **with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities;** . . . (Emphasis added.)

Id. at pp 2-3. Thus, the issue of whether United has any claim against the Defendant based on some interest in or rights as the owner of, or partner in the Plaza Extra Supermarkets has been resolved, warranting this case being dismissed. Indeed, United's admission and concessions in that case collaterally estops it from arguing otherwise here.

In summary, United asserts a claim that it has conceded in another case is now untrue—as it now has admitted it never owned the supermarket business that it claimed

it owned in the complaint--warranting summary judgment here and dismissal of the case.

Dated: March 23, 2016



Joel H. Holt, Esq.
Law Office of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of March, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

Hon. Edgar Ross, Special Master
edgarrossjudge@hotmail.com

Mark W. Eckard
Ham & Eckard, P.C.
5030 Anchor Way
Christiansted, VI 00820
Telephone: (340) 773-6955
Email: meckard@hammeckard.com

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Telephone: (340) 719-8941
Email: carl@carlhartmann.com

Nizar A. DeWood
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
dewood@gmail.com

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas, VI00802
ghodges@dtflaw.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3

Motion and Memorandum re Summary Judgment
Page 5

Christiansted, VI 00820
jeffreylaw@yahoo.com