

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

KAC357, INC, a USVI Corporation,

Plaintiff,

vs.

FATHI YUSUF, a partner,

and

**THE HAMED-YUSUF PARTNERSHIP,
AKA THE PLAZA EXTRA SUPERMARKET
PARTNERSHIP,**

Defendants.

Case No.: **SX-2018-CV** 219

**ACTION FOR DEBT AND UNJUST
ENRICHMENT.**

COMPLAINT

COMES NOW the Plaintiff, KAC357, Inc., a USVI corporation, and states as its complaint in this cause the following.

PARTIES

1. Plaintiff KAC357, Inc., is a USVI Corporation having its principal place of business located on St. Croix, USVI.
2. Defendant Hamed-Yusuf Partnership, aka The Plaza Extra Supermarket Partnership, is a USVI RUPA Partnership (the "Partnership") undergoing dissolution by its partners, Fathi Yusuf and the successors of Mohammad Hamed.
3. Defendant Fathi Yusuf is a partner in the Defendant Partnership, and is its designated Liquidating Partner by order of this Court.

JURISDICTION AND VENUE

4. All of the parties are citizens of and domiciled on St. Croix, USVI -- and thus, both jurisdiction and venue are proper here pursuant to 4 V.I.C. §§ 76 and 77.

5. Further, the Partnership is sued as a distinct entity pursuant to 26 V.I.C. § 47(a).
6. Fathi Yusuf is the partner in a RUPA partnership and is sued in that capacity pursuant to 26 V.I.C. § 47(b).

FACTS

7. KAC357, Inc. paid WAPA invoices owed by the partnership in the amount of \$81,713.80, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
8. KAC357, Inc. paid \$832.50 in invoices owed by the partnership to J. David Jackson, PC, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
9. KAC357, Inc. paid \$652.50 to David Jackson, CPA, bill for tax work done related to the Partnership's 2013 taxes, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
10. KAC357, Inc. had property it owned removed by Yusuf's son at Yusuf's direction while he was the Liquidating Partner of the Partnership, diverting the property to their use, the exact amount cannot be determined without records in the sole possession of the Partnership. Yusuf and the partnership have refused to pay for or return said property, despite multiple demands for the same, which demands have been repeatedly rejected.
11. The Partnership deposited \$12,272.67 of KAC357, Inc's. funds from American Express payments to a Partnership account. Said funds belong to KAC357 and not the Partnership. Plaintiff has made demand for repayment, but repayment has been refused.

12. KAC357, Inc. paid AT&T invoices owed by the partnership in the amount of \$755.76, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
13. KAC357, Inc. paid gift certificates issued by the Partnership for its St. Thomas store in the amount of \$3,790, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.
14. KAC357, Inc. paid invoices owed by the Partnership to Tropical Shipping invoices in the amount of \$23,848, which the partnership has refused to pay despite multiple demands for repayment, which demands have been repeatedly rejected.

COUNT I (DEBT)

15. All preceding allegations are incorporated herein by reference.
16. The aforementioned debts are due and owing, but have not been paid despite a demand for such payment. 16. Prejudgment interest is owed on these debts at the statutory rate.

COUNT II (UNJUST ENRICHMENT)

17. All preceding allegations are incorporated herein by reference.
18. Alternatively, the Defendants would be unjustly enriched if they were not required to reimburse said debts owed by them which were paid by the Plaintiff on the Defendants' behalf.
19. Prejudgment interest is owed on these debts at the statutory rate.

WHEREFORE, Plaintiff asks this Court for judgment in the amount of the outstanding debts, along with prejudgment interest, attorneys' fees and any other amounts allowed by law or equity.

Dated: June 13, 2018



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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

This document complies with the page or word limitation set forth in Rule 6-1(e).


