

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

**MOHAMMAD HAMED, BY HIS  
AUTHORIZED AGENT WALEED HAMED,**  
  
PLAINTIFF/COUNTERCLAIM DEFENDANT,

v.

**FATHI YUSUF AND UNITED  
CORPORATION,**  
  
DEFENDANTS/COUNTERCLAIMANTS,

v.

**WALEED HAMED, WAHEED HAMED,  
MUFEEED HAMED, HISHAM HAMED,  
AND PLESSEN ENTERPRISES, INC.,**  
  
COUNTERCLAIM DEFENDANTS.

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**WALEED HAMED, AS EXECUTOR OF THE  
ESTATE OF MOHAMMAD HAMED,**

PLAINTIFF,

v.

**UNITED CORPORATION,**  
  
DEFENDANT.

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**MOHAMMAD HAMED,**

PLAINTIFF,

v.

**FATHI YUSUF,**  
  
DEFENDANT.

Civil No. SX-12-CV-370

**ACTION FOR INJUNCTIVE  
RELIEF, DECLARATORY  
JUDGMENT, PARTNERSHIP  
DISSOLUTION, WIND UP, and  
ACCOUNTING**

CONSOLIDATED WITH

Civil No. SX-14-CV-287

**ACTION FOR DAMAGES and  
DECLARATORY JUDGMENT**

CONSOLIDATED WITH

Civil No. SX-14-CV-378

**ACTION FOR DEBT and  
CONVERSION**

**ORDER**

**THIS MATTER** came before the Special Master (hereinafter “Master”) on Yusuf’s revised motion for summary judgment as to Yusuf Claim No. Y-14: half of the value of six containers at Plaza Extra-Tutu Park store.<sup>1</sup> In response, Hamed filed an opposition and Yusuf filed a reply thereafter.

## **BACKGROUND**

On January 7, 2015, the Court entered the final wind up plan for the Partnership (hereinafter “Final Wind Up Plan”). The Final Wind Up Plan provided that:

2) Plaza Extra-Tutu Park

The Partners will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, **the inventory**, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, *United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc.* (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation.... (Jan. 7, 2018: Final Wind Up Plan, p.6) (Emphasis added)

On April 28, 2015, the Master entered an order regarding the bidding procedures of the closed auction for Plaza Extra-Tutu Park store (hereinafter “April 28, 2015 Order”). In the April 28, 2015 Order, the Master ordered that “[t]he closed auction between the Partners for one to purchase the other's one half interest in all of the Partnership Assets associated with the

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<sup>1</sup> The Master was appointed by the Court to “direct and oversee the winding up of the Hamed-Yusuf Partnership” (Sept. 18, 2015 order: Order Appointing Master) and “make a report and recommendation for distribution [of Partnership Assets] to the Court for its final determination.” (Jan. 7, 2015 order: Final Wind Up Plan) The Master finds that Yusuf’s instant motion for summary judgment falls within the scope of the Master’s report and recommendation given that Yusuf Claim No. Y-14 is an alleged debt owed by Hamed to the Partnership.

Plaza Extra-Tutu Park store including the leasehold interests, **the inventory**, equipment, the Tutu Park Litigation, and all leasehold improvements not a part of the real property in their current "as is, where is" condition..." (April 28, 2015 Order, p. 3) (Emphasis added)

On April 30, 2015, a closed auction was held for the Plaza Extra-Tutu Park store and Hamed was the successful bidder. Thus, on the same date, the Master signed an order regarding transfer of ownership of Plaza Extra-Tutu Park store (hereinafter "April 30, 2015 Order"). In the April 30, 2015 Order, the Master recognized that "the bid auction was conducted as ordered by the Court and Hamed was the successful purchaser" and that "Hamed has fully complied with and satisfied the foregoing directive of the [Final] Wind Up Order" and thus, declared that "Hamed as of 12:01AM, May 1, 2015 has lawfully and rightfully assumed full and sole ownership and control of Plaza Extra-Tutu Park, St. Thomas..." (April 30, 2015 Order, p. 2, 4) As such, Hamed took possession of the Plaza Extra-Tutu Park store, and *inter alia*, the containers outside of the Plaza Extra-Tutu Park store and the inventory stored therein (hereinafter "Containers").

On November 30, 2015, in response to the Liquidating Partner's<sup>2</sup> allegations in the Fifth Bi-Monthly Report<sup>3</sup> that the bid process was flawed, the Master sent an email to Parties regarding the closed auction of the Plaza Extra-Tutu Park store (hereinafter "November 30, 2015 Email"). In the November 30, 2015 Email, the Master stated:

The Liquidating Partner insists that the bid process for the Tutu Plaza was flawed because he stated that the subject of the sale was the contents under the roof. **As I previously indicated that while I heard his declaration, I considered the subject of the sale to be anything on the premises.** The Liquidating Partner examined the contents of a trailer not under the roof prior to the bids but obviously overlooked the other six trailers obviously not likewise under the roof but on the premises. Moreover, the Liquidating Partner has not indicated his oversight affected the outcome of the bidding process. And, taking into consideration all circumstances of the process, I can find no prejudice to the Liquidating Partner caused by his oversight or his unjustified reliance on a view not supported by his conduct nor the circumstances. **I therefore**

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<sup>2</sup> Yusuf is the Liquidating Partner under the Final Wind Up Plan.

<sup>3</sup> The Liquidating Partner's Fifth Bi-Monthly Report was dated November 30, 2015.

**again reiterate my conclusion that the subject matter of the bidding process was the goods on the premises.** Incidentally, the Liquidating Partner benefited from such ruling when his objections to paying for goods ordered but not delivered prior to the bidding process were sustained. (Nov. 30, 2015 Email) (Emphasis added)

Subsequently, Yusuf included this instant claim for half of the value of the Containers in his accounting claims, filed on September 30, 2016 (“Yusuf’s Accounting Claims”), and his amended accounting claims, filed on October 30, 2017 (“Yusuf’s Amended Accounting Claims”). On February 25, 2019, Yusuf filed this instant motion for summary judgment.

### **STANDARD OF REVIEW**

Rule 56 of Virgin Islands Rules of Civil Procedure (hereinafter “Rule 56”) provides that “[a] party may move for summary judgment, identifying each claim or defense – or the part of each claim or defense – on which summary judgment is sought” and “[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” V.I. R. CIV. P. 56; *see also Rymer v. Kmart Corp.*, 68 V.I. 571, 575 (V.I. 2018) (“A summary judgment movant is entitled to judgment as a matter of law if the movant can demonstrate the absence of a triable issue of material fact in the record.”). “Once the moving party has identified the portions of the record that demonstrate no issue of material fact, “the burden shifts to the non-moving party to present affirmative evidence from which a jury might reasonably return a verdict in his favor.” *Rymer*, 68 V.I. at 576 (citing *Chapman v. Cornwall*, 58 V.I. 431, 436 (V.I. 2013) (internal citations and quotation marks omitted). The non-moving party “may not rest upon mere allegations, [but] must present actual evidence showing a genuine issue for trial.” *Rymer*, 68 V.I. at 576 (quoting *Williams v. United Corp.*, 50 V.I. 191, 194 (V.I. 2008)). The reviewing court must view all inferences from the evidence in the light most favorable to the nonmoving party, and take the nonmoving party's conflicting allegations as true if properly supported. *Williams*, 50 V.I. at 194; *Perez v. Ritz-Carlton (Virgin Islands), Inc.*, 59 V.I. 522, 527 (V.I. 2013). Because

summary judgment is “[a] drastic remedy, a court should only grant summary judgment when the ‘pleadings, the discovery and disclosure materials on file, and any affidavits, show there is no genuine issue as to any material fact.’” *Rymer*, 68 V.I. at 575-76 (quoting *Williams*, 50 V.I. 191, 194).

Rule 56 provides that “[e]ach summary judgment motion shall include a statement of undisputed facts in a separate section within the motion” and that “[e]ach paragraph stating an undisputed fact shall be serially numbered and each shall be supported by affidavit(s) or citations identifying specifically the location(s) of the material(s) in the record relied upon regarding such fact.” V.I. R. CIV. P. 56(c)(1). Rule 56 also provides that “[a] party opposing entry of summary judgment must address in a separate section of the opposition memorandum each of the facts upon which the movant has relied pursuant to subpart (c)(1) of this Rule, using the corresponding serial numbering...” V.I. R. CIV. P. 56(c)(2)(B). Furthermore, under Rule 56, “a party opposing summary judgment may, if it elects to do so, state additional facts that the party contends are disputed and material to the motion for summary judgment, presenting one or more genuine issues to be tried” and “[t]he party shall supply affidavit(s) or citations specifically identifying the location(s) of the material(s) in the record relied upon as evidence relating to each such material disputed fact, by number.” V.I. R. CIV. P. 56(c)(2)(C). “If the non-moving party has identified additional facts as being material and disputed, as provided in subpart (c)(2)(C) of this Rule, the moving party shall respond to these additional facts by filing a response using the corresponding serial numbering of each such fact identified by the non-moving party...” V.I. R. CIV. P. 56(c)(3). Additionally, Rule 56 states that “[i]f a party fails to properly support an assertion of fact or fails to properly address another party's assertion of fact as required by Rule 56(c), the court may: (1) give an opportunity to properly support or address the fact; (2) consider the fact undisputed for purposes of the motion; (3) grant summary judgment if the motion and supporting materials — including the facts considered undisputed

— show that the movant is entitled to it; or (4) issue any other appropriate order.” V.I. R. CIV. P. 56(e). Finally, Rule 56 requires the court to “state on the record the reasons for granting or denying the motion.” V.I. R. CIV. P. 56(a).

### **DISCUSSION**

In his motion, Yusuf argued that the Containers were not included in the closed auction for the Plaza Extra-Tutu Park store, that they are “indisputably Partnership property,” and thus, Yusuf is entitled to half of the value of the Containers. (Motion, p. 2) In support of his argument, Yusuf claimed that “[a]s reflected in the Liquidating Partner’s Sixth Bi-Monthly Report, n. 4, at the closed auction for the [Plaza Extra-]Tutu Park store, the Partners agreed before the Master that the inventory to be including in the auction consisted of the inventory located under the roof of the store facilities.” (Id.) Yusuf further claimed that when he asked what items would be included in the closed auction, he “understood the response from Master Ross was that the bidding only was for those items underneath the roof of the store.” (Id., at pp. 2-3; Id., Exhibit A-Fathi Yusuf’s Dep., Jan. 21, 2019, 59:6-60:5; SOF ¶¶ 1-3) While Yusuf admitted that he does not know what was stored in the Containers, he pointed out that he had previously testified that “he worked at the [Plaza Extra-]Tutu Park store for almost 22 years and is familiar with the containers at the [Plaza Extra-]Tutu Park store and with the types of products that would be stored in the containers at that location.” (Motion, pp. 3-4; Motion, Exhibit A-Fathi Yusuf’s Dep., Jan. 21, 2019, 60:18-63:8; SOF ¶ 4) Yusuf also pointed out that he “prepared a calculation of the value of the inventory of the nature stored in the five containers at the [Plaza Extra-]Tutu Park store and provided receipts to support his calculations” and that he “calculated the value of the inventory in each of the containers to be \$80,682 per container for a total value of \$403,409 for the inventory” and “the value of the containers themselves at \$2,500 each, multiplied by 5 (the number of containers), to arrive at a value for the containers of \$12,500.00” for a total value of “\$415,909.” (Motion, at p. 4;

Motion, Exhibit 7 to Exhibit A-Fathi Yusuf's Dep., Jan. 21, 2019; SOF ¶¶ 7-8) Yusuf further pointed out that "Waheed ("Willie") Hamed admitted there were four or five containers at the [Plaza Extra-Tutu Park location that had product in them at the time of the auction" and "Hamed stipulated that there is no formal inventory." (Motion, p. 5; SOF ¶¶ 9-11) As such, Yusuf concluded that he "has provided evidence sufficient to demonstrate that the 5 containers outside of the [Plaza Extra-Tutu Park store were not included in the bidding process but are in the possession of the Hameds" and thus requested the Master for "a ruling in his favor as to [Yusuf Claim No. Y-14] awarding him one half of the value of the containers and inventory." (Id., at p. 6)

In his opposition, Hamed argued that Yusuf Claim No. Y-14 "is without merit for several reasons, which can be summarized by two basic points." (Opp., p. 2) First, Hamed claimed that "the inventory in the containers was included in the closed auction because both Judge Brady's Final Wind Up Plan and Special Master Ross's [April 28, 2015] Order both state that the auction and sale 'shall consist of...the inventory...' of the store" and that "[n]o qualifier was present in either [Final] Wind Up Plan or [April 28, 2015] Order as to where on the store's property the inventory had to be located." (Id.; CSOF ¶¶ 1-2) (Emphasis omitted) More specifically, Hamed pointed out that: (1) "[n]othing in Judge Brady's Final Wind Up Plan specified that inventory not under the main building roof of the Plaza Extra-Tutu Park store was not included in the closed auction" but instead, stated that the closed auction "shall consist of...the inventory..." (Opp., p. 5; CSOF ¶1); (2) the April 28, 2015 Order stated that "[t]he closed auction...including...the inventory, equipment, the Tutu Park Litigation, and all leasehold improvements not a part of the real property in their current 'as is, where is' condition..." and thus, "is completely consistent with Judge Brady's Final Wind Up Plan." (Opp., p. 5; CSOF ¶2); and (3) the Master confirmed in his November 30, 2015 Email that he considered the Containers to be included in the closed auction. (Opp., p. 6; CSOF ¶4) Second,

Hamed claimed that “even if these Orders were not dispositive, it is clear that Fathi Yusuf has no actual evidence to support his claim for damages, as he simply ‘made up’ the value of the inventory in the motion for summary judgment.” (Opp., p. 2) More specifically, Hamed pointed out that: (1) “[n]o [sic] only does Yusuf admit that he has never personally been inside the containers...he also admits that he does not have any contemporaneous documentation, records or invoices in support of his ‘guess as to the contents of the containers at the time of the close [sic] auction.” (Id.; CSOF ¶¶ 7, 10); (2) that Willie Hamed testified at his deposition that Yusuf’s “number of containers and value of the inventory in the containers” were wrong (Opp., p. 6); (3) that “Fathi Yusuf admitted in his deposition that he did not know the value of the contents of the containers on the date of the closed auction” and that “the invoices he gathered don’t match the actual inventory in the containers at the time of the action.” (Id., at p. 7; CSOF ¶7); and (4) that “there is no valid way for the Special Master to derive a value of the contents for the purpose of this motion.” (Opp., p. 6) As such, Hamed requested the Master to deny Yusuf’s motion for summary judgment as to half of the value of the Containers. (Id., at p. 8)

In his reply, Yusuf reiterated the arguments from his motion. First, Yusuf referenced his testimony at his January 21, 2019 deposition whereby he testified that he “[s]pecifically asked Master Ross what items would be included in the bidding process before it began and there was clarification by Yusuf that it would only consist of items ‘under the roof’ of the [Plaza Extra-]Tutu Park store.” (Reply, p. 2; Motion, Exhibit A-Fathi Yusuf’s Dep., Jan. 21, 2019, 59:6-60:5; SOF ¶¶ 1-3) Second, Yusuf noted that since “he had worked at the Tutu Park location for 22 years and was familiar with the types of products that were typically stored in these containers,” the calculation he provided is “sufficient evidentiary proof of the value of the inventory and the containers as there does not exist any inventory for the containers as of the date of the April 30, 2015 closed-bid auction.” (Reply, p. 4; ; SOF ¶¶ 4-9) Thus, Yusuf

requested the Master to grant his motion for summary judgment as to half of the value of the Containers, or alternatively, “if Hamed’s statements are deemed sufficient to constitute competent evidence of a valuation, then a question of fact as to the value of the containers and the inventory stored therein exists, requiring an evidentiary hearing.” (Id., at p. 5)

1. Containers

Based on the record before the Master, there is clearly a genuine dispute as to the Containers. First, the number of containers outside of the Plaza Extra-Tutu Park store at the time of the closed auction is in dispute. In his motion, Yusuf claimed that “Yusuf learned that Hamed or his disignee [sic], KAC 357, Inc. took possession of **five (5) very large trailers** of inventory located outside the covered premises” and that “[s]ince the inventory contained in these **5 containers** was indisputably Partnership property as are the containers, Yusuf claims entitlement of half of the total value of such inventory and to the value of the containers.” (Motion, p. 2) (Emphasis added) However, in Yusuf’s Accounting Claims and Yusuf’s Amended Accounting Claims, Yusuf claimed that “Yusuf learned that Hamed or his designee, KAC357, Inc., took possession of **six (6) trailers** of inventory located outside of the covered premises” and that “[s]ince the inventory contained in these **6 containers** was indisputably Partnership property, Yusuf claims entitlement to half of the total value of such inventory, which is estimated to be approximately \$360,000 to \$420,000.” (Yusuf’s Accounting Claims, p. 16; Yusuf’s Amended Accounting Claims, p. 20) (Emphasis added) Yusuf similarly claimed that there were 6 in the Liquidating Partner’s Sixth Bi-Monthly Report, dated February 1, 2016.<sup>4</sup> Meanwhile, in Hamed’s opposition to Yusuf’s motion for summary judgment, Hamed

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<sup>4</sup> The Liquidating Partner’s Sixth Bi-Monthly Report provided:

At the closed auction for the Tutu Park store, the Partners agreed before the Master that the inventory to be included in the auction consisted of the inventory located under the roof of the store facilities. After the auction, Yusuf learned that Hamed or his designee, KAC357, Inc., took possession of **6 trailers** of inventory located outside of the covered premises. Since the inventory contained in these **6 trailers** was indisputably Partnership property, the Liquidating Partner needs to determine what was contained in

noted that Yusuf Claim No. Y-14 “is a claim for the contents of **four or five storage containers** which were located outside, at the Plaza Extra[-Tutu Park store], at the time of the closed auction for the store” and noted that “Willie Hamed testified under oath at his deposition of January 22, 2019 that there were **four or five containers** with inventory in them on the day of the closed auction.” (Opp., pp. 2, 6) (Emphasis added) Second, the inventory stored in the containers outside of the Plaza Extra-Tutu Park store at the time of the closed auction and their value are also in dispute. Yusuf testified at his January 21, 2019 deposition that “I don’t know what’s in the container.” (Motion, Exhibit A-Fathi Yusuf’s Dep., Jan. 21, 2019, 60:19) But nevertheless, Yusuf estimated the total value of the inventory in the containers to be \$403,409. (Motion, p. 4) Willie Hamed similarly testified at his January 22, 2019 deposition that he did not know what was in the containers and Willie Hamed’s attorney stipulated that no formal inventory was prepared.<sup>5</sup> (SOF ¶ 10) But nevertheless, Willie Hamed estimated the total value of the inventory in the containers to be between \$10,000 and \$15,000. As such, the Master concludes that Yusuf has not satisfied his burden of establishing that there is no genuine dispute as to any material fact regarding Yusuf Claim No. Y-14. *See Rymer*, 68 V.I. at 575-76 (quoting *Williams*, 50 V.I. 191, 194) (“Because summary judgment is “[a] drastic remedy, a court should

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these trailers and the value of such content. Although Yusuf has claimed he is entitled to ½ of the value, the Master has rejected this claim. (Report, p. 4, footnote 4) (Emphasis added)

<sup>5</sup> Yusuf’s SOF provided:

10. Hamed stipulated that there is no formal inventory, which exists that would specify the exact inventory in the containers at the Tutu Park location at the time of the closed-bid auction on April 30, 2015. Yusuf Exhibit B-Will Hamed Dep., 37:9-15, 40:25-41:7.

Q. What I’m asking you is, is we -- you do not have access to an inventory as of the end of April of 2013 – 15 fore the containers in Tutu Park?

A. No, I don’t, but I knew what was in them.

Q. ...There’s no inventory, formal prepared inventory, correct?

A. I don’t know.

Hartmann: We’ll stipulate there wasn’t.

Id., at 40:25-41-7.

Hamed did not dispute Yusuf’s SOF ¶ 10.

only grant summary judgment when the ‘pleadings, the discovery and disclosure materials on file, and any affidavits, show there is no genuine issue as to any material fact.’”)

In fact, upon review of the record before the Master, the Master finds that Yusuf never addressed Hamed’s assertion that “the inventory in the containers was included in the closed auction because both Judge Brady’s Final Wind Up Plan and Special Master Ross’s [April 28, 2015] Order both state that the auction and sale ‘shall consist of...the inventory...’ of the store” and that “[n]o qualifier was present in either [Final] Wind Up Plan or [April 28, 2015] Order as to where on the store’s property the inventory had to be located.” (Opp., p. 2; CSOF ¶¶ 1-2) (Emphasis omitted) As Hamed pointed out in his opposition and his counter-statement of facts, (1) the Final Wind Up Plan provided: “**The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of** the leasehold interests, **the inventory**, equipment, and all leasehold improvements not a part of the real property.” (Jan. 7, 2015: Final Wind Up Plan, p. 6) (Emphasis added); and (2) the April 28, 2015 Order provided: “**The closed auction between the Partners for one to purchase the other’s one half interest in all of the Partnership Assets associated with the Plaza Extra-Tutu Park store including** the leasehold interests, **the inventory**, equipment, the Tutu Park Litigation, and all leasehold improvements not a part of the real property in their current “as is, where is” condition...” (April 28, 2015 Order, p. 3) (Emphasis added) Neither order made a distinction between “inventory under the roof” versus “inventory not under the roof” as Yusuf had argued. To the contrary, these orders simply addressed the inventory without any qualifiers. The foregoing makes clear that there are no genuine issues of material fact that the Containers were included in the closed auction of Plaza Extra-Tutu Park store. In an order entered on May 13, 2019, the Master already gave Yusuf an opportunity to address Hamed’s counter-statement of facts after the Master noted that “despite the fact that Hamed filed a counter-statement of facts, Yusuf also failed to respond thereto as required under Rule 56” and ordered: (1) Yusuf’s motion for summary judgment as

to Yusuf Claim No. Y-14 denied without prejudice and (2) Parties to comply with all applicable rules when filing their briefs.<sup>6</sup> (May 13, 2019 order, p. 3) Nevertheless, when Yusuf filed his subsequent reply to Hamed's opposition to Yusuf's revised motion for summary judgment as to Yusuf Claim No. Y-14, Yusuf again failed to respond to Hamed's counter-statement of facts as required under Rule 56(c)(3). As such, pursuant to Rule 56(e), the Master will grant summary judgment in favor of Hamed as to the Containers being included in the closed auction of Plaza Extra-Tutu Park store. *See* V.I. R. CIV. P. 56(e) ("If a party fails to properly support an assertion of fact or fails to properly address another party's assertion of fact as required by Rule 56(c), the court may: (1) give an opportunity to properly support or address the fact; (2) consider the fact undisputed for purposes of the motion; (3) grant summary judgment if the motion and supporting materials — including the facts considered undisputed — show that the movant is entitled to it; or (4) issue any other appropriate order.")

### **CONCLUSION**

Based on the foregoing, the Master will deny Yusuf's revised motion for summary judgment as to Yusuf Claim No. Y-14 and grant summary judgment in favor of Hamed as to the Containers being included in the closed auction of Plaza Extra-Tutu Park store. Accordingly, it is hereby:

**ORDERED** that Yusuf's revised motion for summary judgment as to Yusuf Claim No. Y-14: half of the value of six containers at Plaza Extra-Tutu Park store is **DENIED**. **And** it is further:

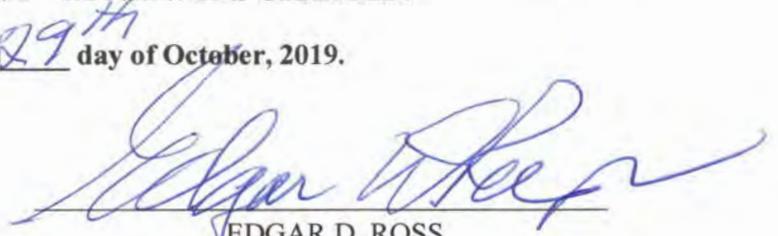
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<sup>6</sup> The May 13, 2019 order provided in relevant part:

In this instance, Yusuf failed to include a statement of undisputed facts in his motion as required under Rule 56. *See* V.I. R. CIV. P. 56(c)(1). Moreover, despite the fact that Hamed filed a counter-statement of facts, Yusuf also failed to respond thereto as required under Rule 56. *See* V.I. R. CIV. P. 56(c)(3). As such, the Master will deny Yusuf's motion for summary judgment as to Yusuf Claim No. Y-14 without prejudice for failure to comply with Rule 56; Yusuf may re-file in compliance with Rule 56.

**ORDERED** that summary judgment in favor of Hamed as to the Containers being included in the closed auction of Plaza Extra-Tutu Park store is **GRANTED**.

**DONE** and so **ORDERED** this 29<sup>th</sup> day of October, 2019.



EDGAR D. ROSS  
Special Master