

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,
MUFEED HAMED, HISHAM HAMED,
AND PLESSEN ENTERPRISES, INC.,**

COUNTERCLAIM DEFENDANTS.

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

PLAINTIFF,

v.

UNITED CORPORATION,

DEFENDANT.

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 Hamed’s motion to for partial summary judgment for Hamed Claim No. H-142: Parcel No. 2-4 Rem Estate Charlotte Amalie, No. 3 New Quarter, St. Thomas, U.S. Virgin Islands, consisting of 0.536 acre, more or less (hereinafter “Half Acre in Estate Tutu”)¹ and Hamed’s motion for expedited determination of his motion for partial summary judgment by January 17, 2020. On December 20, 2019, United and Yusuf filed an opposition to the motion for partial summary judgment and on December 22, 2019, Hamed filed a reply thereafter, a motion to exceed the Rule 6.1(e)(2) limitations as to his reply, or in the alternative, to abbreviate his filing, and a notice of no opposition or reply filed by United and Yusuf as to Hamed’s motion for expedited determination of his motion for partial summary judgment. On January 6, 2020, United and Yusuf filed a motion for leave to file sur-response to Hamed’s reply and Hamed filed a response thereto thereafter.

BACKGROUND

In 2016, per the Master’s orders, Parties filed their respective accounting claims. Hamed, in his accounting claims filed on October 17, 2016 (hereinafter “Hamed’s Accounting Claims”), included Hamed’s claim that the Half Acre in Estate Tutu belongs to the Partnership and was incorrectly titled in United Corporation and thus, Hamed claims a total of \$500,000.00 is due to the Partnership. (Hamed’s Accounting Claims, Exhibit B-1, p. 12) Yusuf, in his accounting claims filed on September 30, 2016 (hereinafter “Yusuf’s Accounting Claims”), claimed:

Hamed’s interest in another parcel that was purchased in Jordan using funds from the Plaza Extra Stores has already been conveyed to Yusuf as part of Hamed’s efforts to appease Yusuf following his discovery of the misappropriation of \$2,000,000 sent to

¹ 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 that Hamed’s instant motion to compel falls within the scope of the Master’s report and recommendation given that Hamed Claim No. H-142 is an alleged asset of the Partnership.

Hamed from St. Maarten in or around 1997. A copy of the agreement in Arabic conveying Hamed's interest in such parcel is attached as Exhibit O.¹⁶ Yusuf had agreed to resolve this misappropriation, but not any others that Yusuf might later discover, by the conveyance of Hamed's interest in two parcels, one in Jordan that is the subject of Exhibit N, and one half acre parcel in St. Thomas, previously titled in the name of Plessen Enterprises, Inc., which is addressed in a number of the Liquidating Partner's Bi-Monthly Reports. See Ninth Bi-Monthly Report at p. 5-6. Yusuf insisted that if Hamed wanted a resolution addressing all Hamed misappropriations, whether known or unknown, Hamed would have to arrange for the conveyance to Yusuf or United of another approximately 9.3 acre parcel located on St. Thomas also titled in the name of Plessen Enterprises, Inc. Hamed, through his son, Waleed, refused to convey this third parcel.

Although Yusuf is not pursuing his claims regarding the misappropriated 2,000,000 [sic], Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in the Jordanian parcel that is the subject of Exhibit N in their second amended complaint in *Hamed v. Yusuf*, Civil No. SX-12-CV-377. Yusuf asks this Court to bind Hamed's estate by the agreement signed by Hamed.

¹⁶ Yusuf is arranging for this document to be translated. An English version will be provided to the Master and counsel upon receipt. (Yusuf's Accounting Claims, pp.13-14)

Subsequently, the Court entered a memorandum opinion and order dated July 21, 2017 whereby the Court ordered, *inter alia*, that “the accounting in this matter, to which each partner is entitled under 26 V.I.C. § 177(b), conducted pursuant to the Final Wind Up Plan adopted by the Court, shall be limited in scope to consider only those claimed credits and charges to partner accounts, within the meaning of 26 V.I.C. § 71(a), based upon transactions that occurred on or after September 17, 2006” (hereinafter “Limitations Order”). (Limitations Order, pp. 33-34) In light of the Limitations Order, the Master ordered Parties to file their amended accounting claims. Hamed's claim that the Half Acre in Estate Tutu belongs to the Partnership and was incorrectly titled in United Corporation was again included in Hamed's amended accounting claims, filed on filed on October 30, 2017 (hereinafter “Hamed's Amended Accounting Claims”). (Hamed's Amended Accounting Claims, Exhibit A, p. 12) Yusuf's claim that Hamed agreed to transfer, *inter alia*, his interests in the Half Acre in Estate Tutu, to Yusuf in exchange for the resolution of Hamed's misappropriation of \$2,000,000 was again included in

Yusuf's amended accounting claims, filed on filed on October 30, 2017 (hereinafter "Yusuf's Amended Accounting Claims"). (Yusuf's Amended Accounting Claims, pp. 17-18)

Thereafter, Parties engaged in discovery. On February 21, 2018, Hamed propounded, *inter alia*, Hamed's Interrogatory 21 of 50 (hereinafter "Hamed's Interrogatory 21") and Hamed's requests for production of document 13 of 50 (hereinafter "Hamed's RFPD 13") that sought information in connection with Hamed's Claim No. H-142. On February 26, 2018, United and Yusuf filed a motion to strike Hamed Claim Nos. H-142 and H-143. In response, Hamed filed an opposition and United and Yusuf filed a reply thereafter. On May 15, 2018, United and Yusuf filed a response to, *inter alia*, Hamed's Interrogatory 21 and Hamed's RFPD 13. On July 12, 2018, the Master entered an order whereby the Master noted that "United and Yusuf essentially argued in their motion that the Master should grant their motion to strike Hamed Claim No. H-142 because: (1) Hamed's description for this claim was terse; (2) Parcel 2-3 is not an asset of the Partnership; and (3) this claim is barred by the Limitation Order" and ordered, *inter alia*, that United and Yusuf's motion to strike as to Hamed Claim No. H-142 is denied and permitted discovery in connection with Hamed Claim No. H-142. (July 12, 2018 order) On July 19, 2018, United and Yusuf provided supplemental responses to, *inter alia*, discovery propounded in connection with Hamed Claim No. H-142—Hamed's Interrogatory 21 and Hamed's RFPD 13 (hereinafter "United and Yusuf's Supplemental Responses"). After subsequent correspondences and meet and confers between Parties, Hamed filed a motion to compel as to Hamed's Interrogatory 21 and Hamed's RFPD 13 on October 2, 2019.

On November 20, 2019, Hamed filed this instant motion for partial summary judgment. On November 27, 2019, Hamed filed a motion for expedited determination of his motion for partial summary judgment by January 17, 2020. On December 19, 2019, the Master entered an order whereby the Master found United and Yusuf's responses to Hamed's Interrogatory 21

and Hamed's RFPD 13 deficient and ordered, *inter alia*, that United and Yusuf's motion to compel is granted and United and Yusuf to provide supplemental responses to Hamed's Interrogatory 21 and Hamed's RFPD 13 in compliance with the Virgin Islands Rules of Civil Procedure. On December 20, 2019, United and Yusuf filed an opposition to the motion for partial summary judgment. Thereafter, on December 22, 2019, Hamed filed a reply, a motion to exceed the Rule 6.1(e)(2) limitations as to his reply, or in the alternative, to abbreviate his filing, and a notice of no opposition or reply filed by United and Yusuf as to Hamed's motion for expedited determination of his motion for partial summary judgment. On January 6, 2020, United and Yusuf filed a motion for leave to file sur-response to Hamed's reply and Hamed filed response thereto thereafter.

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(e) 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)(1)-(4). 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, Hamed sought “a very limited holding: the ‘United’ that has been in record title since 2008 is ‘United operating as the Partnership.’” (Motion, p. 1) (Emphasis omitted) In support of his motion, Hamed pointed to the following: (i) “Yusuf admit[ted] that the Hamed/Yusuf-owned (Plaza Extra) Partnership directly paid the seller the full \$330,00 [sic] price for the parcel ‘by using income from the Plaza Extra Stores.’” (Id.; Exhibit 3 – United and Yusuf’s supplemental response to Hamed’s request to admit 22 of 50; SOF ¶¶ 1-5); (ii) “to get these funds from The Partnership, at the time of the original purchase, Plessen issued a simultaneous \$330,000 purchase money note and mortgage to one of the two ‘version’ of ‘United’” (Id., at p. 2; Exhibit 5 – Mortgage Note in favor of United Corporation in the total amount of \$330,000, dated August 24, 2006 and First Priority Mortgage securing the payment of the Mortgage Note); (iii) “the parcel was always ‘treated’ by the Partners as a 50/50 asset: (1) Yusuf testified in deposition that their intent was 50/50 ownership, (2) Hamed stated the same in discovery, (3) all rents collected from the parcel went to the Partnership by being deposited directly into its ‘d/b/a Plaza Extra’ account—not to Plessen and not to Yusuf’s-United, (4) after the 2008 Deed, the parcel was carried as a Partnership asset on the

Partnership’s books—not on Plessen’s books and not on the unconsolidated Yusuf’s-United’ books, and (5) Fathi Yusuf testified in this action that the intended use of this parcel was as an ‘entrance’ from Route 38/Rhymer Highway to a 9.438 acre ‘major parcel’—adjacent land the Partners had also directly paid for from the Partnership’s ‘d/b/a Plaza Extra’ account—to purchase it in Plessen’s name—with the intent of replacing the leased Tutu Park Mall Plaza Extra supermarket.” (Motion, p. 2; Exhibits 7 and 17– Deposition of Fathi Yusuf, dated April 2, 2014 at 78, 81; Exhibit 13 – Bill No. 27-0036; Exhibit 14 – Site Plan; Exhibit 18 – Deposition of Najeh Yusuf, dated January 22, 2019; SOF ¶¶ 6-9, 11); and (iv) “Section 204(c) of the Revised Uniform Partnership Act (“RUPA”) provides that all property purchased with partnership funds is presumptively partnership property— notwithstanding that it was (1) ‘not acquired in the name of the partnership,’ or (2) that the paper title of record is in the name of another entity.” (Motion, p. 3). As such, Hamed concluded that “[t]he undisputed parts of the record reveal that Yusuf is trying to steal a critical parcel by using the confusion of two versions of United that he created” and requested the Master to grant his motion.

In their opposition, United and Yusuf pointed out that they have consistently maintained that [the Half Acre in Estate Tutu] “was purchased by the Yusuf-Hamed Partnership (“Partnership”) utilizing the Partnership income...and that the Partners initially elected to hold title to [the Half Acre in Estate Tutu] in the name of their jointly owned corporation, Plessen Enterprises, Inc. (“Plessen”).” (Opp., p. 2) United and Yusuf stated that “[f]or the purpose of this Motion, Yusuf and United conceded that during the 2008-2011 Transfer Period when [the Half Acre in Estate Tutu] was transferred from Plessen to United on October 23, 2008, pursuant to a deed-in-lieu, that it was a Partnership asset until 2011.” (Id.) However, they argued that the Half Acre in Estate Tutu “did not remain a Partnership asset after 2011” pursuant to an agreement between Yusuf and Hamed. (Id., at pp. 2-3) More specifically, United and Yusuf

claimed that the Half Acre in Estate Tutu did not remain a Partnership asset after 2011 because in 2011, “[a]s part of Hamed’s efforts to appease Yusuf following his discovery of this significant misappropriation [of \$2,000,000], Hamed agreed to relinquish his interests to two Partnership properties: to wit, 1) one located in the district of Tabarbour in Jordan, and 2) property located in Tutu, St. Thomas including both a 9.3 acre tract titled in Plessen and [the Half Acre in Estate Tutu]” so that Yusuf would then own these properties separate and apart from the Partnership” and “[i]n exchange, Yusuf would forbear pursuit of Hamed for the \$2 million misappropriation of partnership assets.” (Id., at p. 3; CSOF ¶¶ 1-4) In support of their argument, United and Yusuf pointed to the following: (i) “as a partial performance of [the aforementioned] agreement, Hamed relinquished his interests to the property in [Tabarbour,] Jordan on July 18, 2011” (Opp., p. 3; Exhibit D – English translation of the Written Declaration and Undertaking of Mohammad Hamed regarding the property in Tabarbour, Jordan; CSOF ¶ 5); (ii) “[a]s to [the Half Acre in Estate Tutu], because the record title to it was already in the name of United, an entity solely owed by Yusuf and his family, no further documentation was needed to ‘transfer’ or document Hamed’s relinquishment of his partnership interests in [the Half Acre in Estate Tutu] per [the aforementioned] agreement” (Opp., p. 3); (iii) “[i]n his deposition on April 2, 2014, Yusuf explained in detail the agreement between himself and Hamed relating to the two properties...” and “the partners ultimately maintained their agreement to resolve that issue only (the \$2,000,000 misappropriation) with Hamed’s relinquishment of his interests to the two properties; i.e. the [Tabarbour,] Jordanian property and the collective Tutu property, including both the 9.3 acre tract and [the Half Acre in Estate Tutu]” (Id., at pp. 3-5; Exhibit A – Deposition of Fathi Yusuf, dated April 2, 2014 at 78:9-79:18); (iv) “Mohammed Hamed first testified about this same agreement the day before [Yusuf’s deposition]” (Opp., p. 4; Opp., Exhibit B – Deposition of Mohammed Hamed, dated

April 1, 2014 at 148:1-149:1); (v) “Yusuf also detailed the agreement in his [Yusuf’s Accounting Claims], noted that he was not seeking to claim the \$2,000,000 Hamed had misappropriated but rather simply sought to hold Hamed to the Agreement and detailed Hamed’s partial performance by transferring one of the two properties, the [Tabarbour,] Jordanian property” and “[a]gain in Yusuf’s Amended Accounting Claims]...and noted that Hamed’s sons were attempting to rescind Hamed’s conveyance of his interest in the [Tabarbour,] Jordanian parcel in their second amended complaint in *Hamed v. Yusuf*, Civil SX-12-CV-377...” (Opp., pp. 5-6; Exhibit C – Yusuf’s Accounting Claims; Exhibit E – Yusuf’s Amended Accounting Claims); and (vi) “Yusuf explained the agreement for Hamed to relinquish his interests in the properties in detail in his supplemental responses to Hamed’s discovery, filed on January 15, 2019” (Opp., p. 7; Opp., Exhibit G – United and Yusuf’s supplemental responses to Hamed’s interrogatory 30, dated January 15, 2019). In summary, United and Yusuf “concede[d] that during the 2008 to 2011 Transfer Period, when United received title to [the Half Acre in Estate Tutu] in 2008 that it was partnership asset, [United and] Yusuf dispute[d] that it remained a partnership asset and, instead, has consistently maintained that Hamed agreed to relinquish any interest he had to [the Half Acre in Estate Tutu] in 2011 as part of a larger agreement with Yusuf and that no title change occurred, as it was already in the record title of United, an entity solely owned by Yusuf and his family” and thus “[c]onsequently, as of the time of the wind up and dissolution, [the Half Acre in Estate Tutu] was not a partnership asset.” (Opp., p. 13; CSOF ¶ 7) As such, United and Yusuf concluded that “there is sufficient evidence of the existence of an agreement in 2011 amongst the partners, prior to dissolution...which precludes Hamed from securing summary judgment on his claim to still have a partnership interest in [the Half Acre in Estate Tutu]” and requested the Master to deny Hamed’s motion. (Id., at pp. 19-20)

In his reply, Hamed argued that United and Yusuf conceded in their opposition that “United is holding the property for the Partnership” and thus, “[t]hat ends this issue and warrants entry of partial summary judgment as requested...” (Reply, p. 2) (Emphasis omitted) In support of his argument, Hamed reiterated the points he made in his motion and added the following: (i) “[a]fter quickly conceding the original motion, Yusuf veers complete afield and tries to inject a totally different story...” (Id.); (ii) “Yusuf now state that although he originally represented to the Master that Yusuf’s United has held record title since 2008 pursuant to the 2008 Deed (and he filed a motion to strike based on that assertion of record title) the 2008 Deed and record title are actually irrelevant” and now “Yusuf alleges a 2011 oral ‘contract’ created 3 years after the facts in Hamed’s motion...” (Id., at pp. 2-3); (iii) contrary to what United and Yusuf claimed in their opposition—that the agreement between Yusuf and Hamed was for Hamed to transfer both the [Tabarbour,] Jordanian property and the collective Tutu property, including both the 9.3 acre tract and [the Half Acre in Estate Tutu]—Yusuf testified at his April 2, 2014 deposition that that the agreement between Yusuf and Hamed was for Hamed to transfer only one property and Hamed subsequently transferred the Tabarbour, Jordanian property to Yusuf (Id., at pp. 3-4; Exhibit 27 – Deposition of Fathi Yusuf, dated April 2, 2014 at 77-79); (iv) contrary to what United and Yusuf claimed in their opposition—that the English translation of the Written Declaration and Undertaking of Mohammad Hamed regarding the property in Tabarbour, Jordan supports that the agreement between Yusuf and Hamed was for Hamed to transfer both the Tabarbour, Jordanian property and the collective Tutu property—the English translation only shows that the conveyance is only for the Tabarbour, Jordanian property and “did not convey or mention” the Tutu property (Opp., pp. 5-6; Exhibit 29a – English translation of the Written Declaration and Undertaking of Mohammad Hamed regarding the property in Tabarbour, Jordan); and (v) Hamed testified at his April 1, 2014

deposition that that the agreement between Yusuf and Hamed was for Hamed to transfer only one property (Opp., p. 4; Exhibit 28 – Deposition of Mohammed Hamed, dated April 1, 2014 at 137-138). As such, Hamed requested that the Master to grant his motion.

Here, based on the record before the Master, it is undisputed that: (1) partnership funds in the total amount of \$330,000 were used to purchase the Half Acre in Estate Tutu, (2) Hamed and Yusuf elected to have their jointly owned corporation, Plessen Enterprises, Inc. (hereinafter “Plessen”), hold title to the Half Acre in Estate Tutu, (3) Plessen simultaneously issued a mortgage note in the amount of \$330,000 in favor of United secured by a first priority mortgage on the Half Acre in Estate Tutu, (4) Plessen subsequently transferred title of the Half Acre in Estate Tutu to United pursuant to a deed-in-lieu in 2008, and (5) United has held title to the Half Acre in Estate Tutu since 2008. However, there is clearly a genuine dispute as to whether United has since held title to the Half Acre in Estate Tutu as United operating as the Partnership (hereinafter “Partnership’s United”) or United operating as a separate distinct entity from the Partnership solely owned by Yusuf (hereinafter “Yusuf’s United”), and thereby there is clearly a genuine dispute as to whether the Half Acre in Estate Tutu is currently a Partnership asset. In his motion, Hamed argued that the Partnership’s United has held title of the Half Acre in Estate Tutu from 2008 until present and the Half Acre in Estate Tutu remains a Partnership asset, and in his reply, Hamed argued that United and Yusuf conceded in their opposition that “United is holding the property for the Partnership” and thus, “[t]hat ends this issue and warrants entry of partial summary judgment as requested.” (Reply, p. 2) However, that is not an accurate restatement of United and Yusuf’s concession. In their opposition, United and Yusuf conceded that the Partnership’s United held title of the Half Acre in Estate Tutu from 2008 until 2011 and that the Half Acre in Estate Tutu only remained a Partnership asset until 2011. United and Yusuf claimed that in 2011, Hamed transferred, *inter alia*, his interest in the Half Acre in Estate

Tutu to Yusuf per an agreement between Yusuf and Hamed for Hamed to transfer his interest in two Partnership properties—the Tabarbour, Jordanian property and the collective Tutu property, including both the 9.3 acre tract and the Half Acre in Estate Tutu—to Yusuf “[a]s part of Hamed’s efforts to appease Yusuf following his discovery of this significant misappropriation [of \$2,000,000].” (Opp., p. 3) In his reply, Hamed disputed United and Yusuf’s claim that the agreement between Yusuf and Hamed was for Hamed to transfer of both the Tabarbour, Jordanian property and the collective Tutu property, and instead argued that the agreement between Yusuf and Hamed was for Hamed to transfer only one property—the Tabarbour, Jordanian property—which Hamed subsequently transferred to Yusuf.

At this juncture, the Master concludes that Hamed has not satisfied his burden of establishing that there are no genuine disputes as to any material fact regarding Hamed’s partial motion for summary judgment for the limited holding that “the ‘United’ that has been in record title **since** 2008 is ‘United operating as the Partnership.’” *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 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.’”) With that said, in light of United and Yusuf’s concession, the Master will grant summary judgment regarding the narrow issue that the Partnership’s United held title to the Half Acre in Estate Tutu from 2008 to 2011; whether the Partnership’s United or Yusuf’s United held title after 2011 remains in dispute.

CONCLUSION

Based on the foregoing, the Master will deny Hamed’s motion to for partial summary judgment for Hamed Claim No. H-142 but will grant summary judgment regarding the narrow issue that the Partnership’s United held title to the Half Acre in Estate Tutu from 2008 to 2011.

Having considered all the ancillary motions, the Master will grant Hamed's motion for expedited determination of his motion for partial summary judgment by January 17, 2020, grant Hamed motion to exceed the Rule 6.1(e)(2) limitations as to his reply, and deny United and Yusuf's motion for leave to file sur-response to Hamed's reply. Accordingly, it is hereby:

ORDERED that Hamed's motion for partial summary judgment for Hamed Claim No. H-142: Half Acre of Estate Tutu is **DENIED**. It is further:

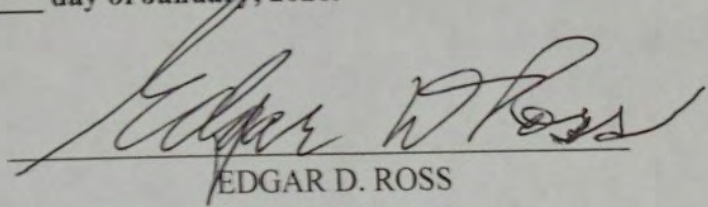
ORDERED that summary judgment regarding the narrow issue that the Partnership's United held title to the Half Acre in Estate Tutu from 2008 to 2011 is **GRANTED**. It is further:

ORDERED that Hamed's motion for expedited determination of his motion for partial summary judgment by January 17, 2020 is **GRANTED**. It is further:

ORDERED that Hamed motion to exceed the Rule 6.1(e)(2) limitations as to his reply is **GRANTED**. It is further:

ORDERED that United and Yusuf's motion for leave to file sur-response to Hamed's reply is **DENIED**. United and Yusuf's sur-response and Hamed's response thereto shall be and are hereby **STRICKEN**.

DONE and so **ORDERED** this 14th day of January, 2020.



EDGAR D. ROSS
Special Master