

SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

WALEED HAMED, as the Executor of the
Estate of MOHAMMAD HAMED,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants.

vs.

**WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES, INC.,**

Counterclaim Defendants,

WALEED HAMED, as the Executor of the
Estate of MOHAMMAD HAMED, *Plaintiff,*

vs.

UNITED CORPORATION, *Defendant.*

WALEED HAMED, as the Executor of the
Estate of MOHAMMAD HAMED, *Plaintiff*

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*
Defendants.

KAC357 Inc., *Plaintiff,*

vs.

HAMED/YUSUF PARTNERSHIP,
Defendant.

Case No.: SX-2012-CV-370

**ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-287

Consolidated with

Case No.: SX-2014-CV-278

Consolidated with

Case No.: ST-17-CV-384

Consolidated with

Case No.: ST-18-CV-219

**HAMED MOTION FOR PARTIAL SUMMARY JUDGMENT
RE REVISED CLAIM Y-10 – PAST PARTNERSHIP WITHDRAWALS**

I. Introduction

Yusuf Claim Y-10 collects several unrelated ledger entry amounts on an included spreadsheet.¹ **Chart A.** Except for three of those entries which will not be affected by this motion,² all of the amounts set forth on that spreadsheet have either (1) been dealt with by the Master in orders, or (2) are being dealt with in other, existing claims.³ Thus, all Hamed seeks in this motion is to streamline this claim down to the remaining amounts – to significantly simplify the remaining discovery and the eventual hearing. The three items that will remain for determination here are circled on the following **Charts B and C.**

1. The Court entered an order that removes the \$2.7 million of the original claim.
2. The Court entered an Order that removes the \$1.6 million of the original claim.
3. The Parties settled all claims of attorney and professional fees. (The Court entered orders dismissing them on joint motions -- with a small residual amount now being dealt with in a separate claim.⁴)
4. The contested amounts for two foreign accounts that were included in the spreadsheet (August 15th letter, Exhibit C) \$88,711 and \$89,392. should properly be dealt with in Yusuf Claim Y-12 (Foreign Accounts and Jordanian Property).

¹ After Judge Brady entered the Limitations Order, Yusuf correctly had BDO remove entries for amounts prior to September 17, 2006, that were originally claimed in Y-10.

² The three items not involved in thus motion that will remain in this claim are circled on the chart exhibits: \$237,352.75, \$20,311 and \$2,000 -- as they may involve issues of fact.

³ \$88,711 and \$89,392 are in two foreign accounts claims that are properly handled in Yusuf's claim Y-12 (Foreign Accounts), and \$3 million involves checks withdrawn from the Partnership and used as a wedding present that is fully addressed in Hamed Claim H-151 (Checks Written to Fathi for Personal Use). The following March 21, 2018 discovery was propounded regarding this wedding claim:

HAMED'S SIXTH REQUEST FOR THE PRODUCTION OF DOCUMENTS

RFPD 37 of 50: Please produce any and all documents relating to gifts given by Fathi Yusuf (and/or is wife) to Mafi Hamed and Shawn Hamed and/or their spouses at the time of their weddings to Yusuf daughters.

RFPD 38 of 50: Please produce any and all documents relating to gifts given by United Corporation to Mafi Hamed and Shawn Hamed and/or their spouses at the time of their weddings to Yusuf daughters.

⁴ There is \$332,900.42 of attorney fees still in dispute, but that is no longer in this claim as it has, by stipulation, been moved to a separate joint motion to be filed by the parties.

5. The contested matching amounts of \$1.5 million each for wedding checks are already being addressed in Hamed's Claim H-151⁵

Thus, to avoid the protracted "B" process of a motion to compel, the additional discovery then owed by Yusuf and the scheduled depositions as to these amounts, Hamed seeks a determination based on the pure mathematical calculation that follows from acknowledging that these amounts are removed. This will leave a claim that will be simple.

II. Statement of Material Facts Not in Dispute

There are no facts not already of record.

The only facts relevant to this motion are (1) the spreadsheet shown on the next page that was filed by Yusuf in support of this claim (Chart A), and (2) that exact same spreadsheet (also on the following pages) showing the results after the amounts discussed here are removed (Chart B), the \$2.7 million judgment, the \$1.6 million judgment, and the settlement agreement as to legal fees that is "so ordered" and of record. Chart C shows the resultant claim that would be left for discovery and hearing.

In other words, the facts of this are merely the simple updating of Yusuf's own spreadsheet to reflect what has happened in this case subsequent to the filing of Yusuf's original claim.

⁵ Hamed accepts the Yusuf counterargument as to this amount is a counterclaim to Hamed's claim regarding the identical withdrawals. In fact, since the settlement of the domestic relations case that caused this filing, it is quite likely that this claim will be settled by the parties.



Dudley, Topper and Feuerzeig, LLP
United Corporation

Civil No. 5:12-CV-99

Summary calculation of Additional Income as a result of withdrawals from Supermarkets' accounts (or partnership's accounts) - January 1994 to August 2014, (including adjustments for withdrawals before 9/17/2006 as instructed by the Court)

Summary of Withdrawals

Description	Hamed										Difference	
	Muhammad	Aljassaf	Waleed	Basel	Salim	Adnan	Issa	Fathi	Nejeh	Maher		Total
Funds received from partnership through checks	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00	\$ 4,284,706.25	\$ -	\$ -	\$ 4,284,706.25	\$ (2,784,706.25)
Withdrawals from the partnership with a signed ticket/receipt	-	237,352.75	-	-	-	-	237,352.75	-	-	2,000.00	2,000.00	235,352.75
Amount owed by Hamed family to Yusuf as per agreement before raid Sept 2001. As per Mike's testimony these tickets were burned. (Refer to Letter dated August 15, 2012)	-	1,778,103.00	-	-	-	-	1,778,103.00	-	-	-	-	1,778,103.00
Payments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks	-	20,311.00	-	-	-	-	20,311.00	-	-	-	-	20,311.00
Payments to Attorneys with partnership's funds	-	3,749,495.48	372,155.95	-	-	-	4,121,651.43	183,607.05	20,370.00	33,714.00	237,691.05	3,883,960.38
Funds received by cashier's checks	-	-	-	-	-	-	-	-	-	-	-	-
Total Partnership	1,500,000.00	5,785,262.23	372,155.95	-	-	-	7,657,418.18	4,468,313.30	20,370.00	35,714.00	4,524,397.30	3,133,020.88

CHART A

Original Filing



Budley, Capper and Feuerzeig, LLP
United Corporation
Civil No. SX-12-CY-99

Summary calculation of Additional Income as a result of withdrawals from Supermarkets' accounts (or partnership's accounts) - January 1994 to August 2014, (including adjustments for withdrawals before 9/17/2006 as instructed by the Court)

Summary of Withdrawals

Description	Overhead	Witness	Hamed	Maahem	Total
Funds received from partnership through checks	\$ 1,500,000.00	\$ -	\$ -	\$ -	\$ 1,500,000.00
Withdrawals from the partnership with a signed ticket receipt	-	237,352.75	-	-	237,352.75
Amount owed by Hamed Family to Yusuf as per agreement before raid Sept. 2001. As per Mive's testimony these tickets were burned. (Refer to letter dated August 15, 2012)	-	1,778,103.00	-	-	1,778,103.00
Payments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks	-	20,311.00	-	-	20,311.00
Payments to Attorney's with partnerships funds	-	3,749,495.43	372,155.95	-	4,121,651.43
Funds received by cashier's checks	-	-	-	-	-
Total Partnership	1,500,000.00	5,785,282.23	372,155.95	-	7,657,438.18

Fath	Hamed	Maahem	Total
\$ 4,284,706.25	\$ -	\$ -	\$ 4,284,706.25
-	-	2,000.00	2,000.00
-	-	-	1,778,103.00
-	-	-	20,311.00
183,607.05	20,370.00	33,714.00	237,691.05
4,468,313.30	20,370.00	35,714.00	4,524,397.30
-	-	-	3,883,960.38
-	-	-	3,133,020.88

A. Wedding

After the U.S. Marshals began monitoring the accounts, both sides agreed to disburse "gifts" for weddings of their children, BDO simply charged both sides \$1.5 million—here for Hamed and as part of Yusuf's claim over to the right under "D".

These are the subject of and may offset each other in Hamed's Claim H-151 (Checks to Fathi)

NOTE: 3 empty columns under "Yusuf" that were empty were omitted

B. Three Items

The underlying spreadsheets submitted by Yusuf show that this amount is made up of three items – each of which is now out of this claim,

1. The Master dismissed a \$1.6 million claim by Yusuf 9/24/2018

2. A Foreign Account Claim by Yusuf for \$88,711.00 that Wally allegedly withdrew from a St. Martin Bank in 2011 or 2012. This is properly handled under Yusuf claim Y-12

3. A Foreign Account Claim by Yusuf For \$89,392,00 from Jordan (Same).

C. Atty Fees

All outstanding atty. fees were settled and dismissed by a stipulated order dated 11/9/2018. The only fees remaining after this settlement are due to Hamed under two earlier orders:

\$504,591.03 to Hamed on 5/20/2019 & \$332,900.42 that may go to either party or be offset – but in either case, is being dealt with by a separate joint motion.

D. Other

The underlying spreadsheets submitted by Yusuf show that this amount is made up of two items – both of which are now out of this claim.

1. The Master dismissed a \$2.7 million claim by Yusuf on 9/18/2019.

2. The other half or the "wedding amount of \$1.5 million to Yusuf explained under Part "A" to the left – for the wedding.

NOTE: The amounts that were not deleted will be all that remains of this claim: \$237,352.75 and \$20,311.00 to Mohammad and \$2,000 to Maher Yusuf.

Chart B

Summary of Withdrawals from Supermarkets' accounts (or partnership's accounts) - January 1994 to August 2014, (including adjustments for withdrawals before 9/17/2006 as instructed by the Court)

Summary of Withdrawals

Description	Withdrawals	Hamed	Malik	Total
Funds received from partnership through checks	\$ 1,500,000.00	\$ -	\$ -	\$ 1,500,000.00
Withdrawals from the partnership with a signed ticket receipt	\$ 237,352.75	\$ -	\$ -	\$ 237,352.75
Amount owed by Hamed Family to Yusuf as per agreement before raid Sept. 2001. As per Malik's testimony these tickets were burned. (Refer to letter dated August 15, 2012)	\$ 20,311.00	\$ -	\$ -	\$ 20,311.00
Payments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks	\$ -	\$ -	\$ -	\$ -
Payments to Attorney's with partnerships funds	\$ -	\$ 372,155.93	\$ -	\$ 372,155.93
Funds received by cashier's checks	\$ -	\$ -	\$ -	\$ -
Total Partnership	\$ 237,352.75	\$ -	\$ -	\$ 237,352.75

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After the U.S. Marshals began monitoring the accounts, both sides agreed to disburse "gifts" for weddings of their children, BDO simply charged both sides \$1.5 million—here for Hamed and as part of Yusuf's claim over to the right under "D".

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Payments to Attorney's with partnerships funds	\$ -	\$ 372,155.93	\$ -	\$ 372,155.93
Funds received by cashier's checks	\$ -	\$ -	\$ -	\$ -
Total Partnership	\$ 237,352.75	\$ -	\$ -	\$ 237,352.75

Chart C

III. ARGUMENT

The following items changed from the original Yusuf filing and the amended BDO spreadsheet:

6. The Court entered an order that removes the \$2.7 million of the original claim.
7. The Court entered an Order that removes the \$1.6 million of the original claim.
8. The Parties settled all claims of attys fees -- and the Court entered an Order dismissing them with a small residual amount now being dealt with in a separate claim.
9. The contested amounts for foreign accounts that were included in the spreadsheet (August 15th letter, Exhibit C) \$88,711 and \$89,392. should properly be dealt with in Yusuf Claim Y-12 (Foreign Accounts and Jordanian Property)
10. The contested matching amounts of \$1.5 million each for wedding checks are already being addressed in Hamed's Claim H-151⁶

As stated above, except for three of those entries (circled) which will not be affected by this motion,⁷ all of the amounts set forth on that spreadsheet have either (1) been dealt with by the Master in orders, or (2) will be dealt with in other, existing claims.

IV. CONCLUSION

This motion for partial summary judgment is more of a ministerial request that a dispute. Hamed hopes that Yusuf will join in the motion to streamline the process.

⁶ Hamed accepts the Yusuf counterargument as to this amount is a counterclaim to Hamed's claim regarding the identical withdrawals.

⁷ \$88,711 and \$89,392 are in two foreign accounts claims that are properly handled in Yusuf's claim Y-12 (Foreign Accounts), and \$3 million involves checks withdrawn from the Partnership and used as a wedding present that is fully addressed in Hamed Claim H-151 (Checks Written to Fathi Yusuf for Personal Use). The following March 21, 2018 discovery was propounded regarding this wedding claim (at page 2)

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RFPD 37 of 50: Please produce any and all documents relating to gifts given by Fathi Yusuf (and/or is wife) to Mafi Hamed and Shawn Hamed and/or their spouses at the time of their weddings to Yusuf daughters.

RFPD 38 of 50: Please produce any and all documents relating to gifts given by United Corporation to Mafi Hamed and Shawn Hamed and/or their spouses at the time of their weddings to Yusuf daughters.

Dated: July 31, 2021

A handwritten signature in blue ink, reading "Carl J. Hartmann III". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

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CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of July 2021, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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

