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

MOHAMMAD HAMED, by his) CIVIL NO. SX-12-CV-370
authorized agent WALEED HAMED,)
,) ACTION FOR DAMAGES,
Plaintiff/Counterclaim Defendant,) INJUNCTIVE RELIEF
,) AND DECLARATORY RELIEF
VS.)
) JURY TRIAL DEMANDED
FATHI YUSUF and UNITED CORPORATION,)
Defendants/Counterclaimants,	
vs.)
WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED, and)
PLESSEN ENTERPRISES, INC.,	,
•)
Additional Counterclaim Defendants.)
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REPLY TO RESPONSE TO DEFENDANTS' OBJECTION RE BOND

Defendants/counterclaimants Fathi Yusuf and United Corporation (collectively, the "Defendants"), through their undersigned counsel, respectfully submit this Reply to the "Response to Defendants' Objection Re Bond" (the "Response") filed by Plaintiff/counterclaim defendant Mohammed Hamed ("Plaintiff") on February 18, 2014. Defendants do not dispute the "timeline" set forth in the Response. Plaintiff's reliance upon this timeline to support his argument that "the *lis pendens* is both untimely and inadequate," see Response at p. 3, is simply misplaced because any such argument must be made to the Court in which the action for divorce is pending. That is the action that precipitated the Notice of Lis Pendens at issue. Unless and until the family court discharges the Notice of Lis Pendens, it is an undisputable fact that Plot 100 Estate Eliza's Retreat is encumbered by a Notice of Lis Pendens that was recorded two days before this Court's Order of Encumbrance dated February 7, 2014. Because the Notice of Lis Pendens "cause[s] confusion or present[s] uncertainty regarding 'how much . . . money will remain once the . . . proceedings have concluded,' . . . [this] asset[] . . . [is] insufficient for the purpose of satisfying an injunction

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bond." See this Court's Order of January 15, 2014 at p. 5 (quoting from Yusuf v. Hamed, Civ. No. 2013-0040, 2013 WL 5429498, at * 9 (V.I. Sept. 30, 2013)).

Because the undischarged Notice of Lis Pendens recorded against Plot 100 causes such confusion and uncertainty, Defendants respectfully submit that this property cannot serve as security for the injunction bond and that Plaintiff must be required to immediately post cash or other unencumbered property determined satisfactory by this Court.

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: February 21, 2014

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CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of February, 2014, I caused the foregoing REPLY TO RESPONSE TO DEFENDANTS' OBJECTION RE BOND to be served upon the following via e-mail:

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Cords & J