

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

MOHAMMAD HAMED, by his )  
authorized agent WALEED HAMED, )  
)  
*Plaintiff/Counterclaim Defendant,* )

vs. )

FATHI YUSUF and )  
UNITED CORPORATION, )  
)  
*Defendants/Counterclaimants,* )

vs. )

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

**CIVIL NO. SX-12-CV-370**


ACTION FOR DAMAGES,  
INJUNCTIVE RELIEF AND  
DECLARATORY RELIEF

JURY TRIAL DEMANDED

**NOTICE OF FILING**

Comes now the plaintiff and hereby files his Eighth Supplemental Rule 26 Self  
Disclosures.

Dated: May 8, 2014

  
**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Plaintiff*  
5000 Est. Coakley Bay, L6  
Christiansted, VI 00820

**Joel H. Holt, Esq.**  
*Counsel for Plaintiff*  
2132 Company Street,  
Christiansted, VI 00820

**CERTIFICATE OF SERVICE**

I hereby certify that on this 8th day of May, 2014, I served a copy of the foregoing in compliance with the parties consent, pursuant to Fed. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action on the following persons:

**Nizar A. DeWood**

The DeWood Law Firm  
2006 Eastern Suburb, Suite 101  
Christiansted, VI 00820  
Email: dewoodlaw@gmail.com

**Gregory H. Hodges**

VI Bar No. 174  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00802  
Email: ghodges@dtflaw.com

**Mark Eckard, Esq.**

Eckard, PC  
P.O. Box 24849  
Christiansted, VI 00824  
Email: mark@markeckard.com

**Jeffrey B.C. Moorhead, Esq.**

*Counsel for Plessen Enterprises, Inc.*  
C.R.T. Building  
1132 King Street,  
Christiansted, VI 00820  
Email: jeffreymlaw@yahoo.com

  
\_\_\_\_\_  
**Carl J. Hartmann, III**

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
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**MOHAMMAD HAMED**, by his )  
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**WALEED HAMED**, **WAHEED** )  
**HAMED**, **MUFEED HAMED**, )  
**HISHAM HAMED**, )  
and **PLESSEN ENTERPRISES, INC.**, )  
)  
*Counterclaim Defendants.*)

**CIVIL NO. SX-12-CV-370**

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

**JURY TRIAL DEMANDED**

**PLAINTIFF HAMED'S EIGHTH SUPPLEMENTAL RULE 26 DISCLOSURES**

Comes now Mohammad Hamed, by counsel, pursuant to Rule 26(a)(1)  
and hereby files his Eighth Supplemental Disclosures as follows:

**DOCUMENTS:**

- April 29, 2014 email from Carl Beckstedt, Esq. re Plessen/Tibbar Lease
- May 05, 2014 email from Carl Beckstedt, Esq. re Plessen/Tibbar Lease
- May 06 2014 letter from Nizar DeWood, Esq. re Plessen/Tibbar Lease

**Dated:** May 8, 2014



**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Plaintiff*  
5000 Est. Coakley Bay, L6  
Christiansted, VI 00820

**Joel H. Holt, Esq.**  
*Counsel for Plaintiff*  
2132 Company Street,  
Christiansted, VI 00820

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**Mark Eckard, Esq.**

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P.O. Box 24849  
Christiansted, VI 00824  
Email: mark@markeckard.com

**Jeffrey B.C. Moorhead, Esq.**

*Counsel for Plessen Enterprises, Inc.*  
C.R.T. Building  
1132 King Street,  
Christiansted, VI 00820  
Email: jeffreymlaw@yahoo.com



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**From:** Carl Beckstedt <Carl@beckstedtlaw.com>  
**Date:** Tue, 29 Apr 2014 18:14:18 +0000  
**To:** Wally Hamed (wallyhstx@yahoo.com)<wallyhstx@yahoo.com>;  
mikefyusuf@yahoo.com<mikefyusuf@yahoo.com>  
**Cc:** Judy Zienka<Judy@beckstedtlaw.com>  
**Subject:** Plessen/Tibbar Lease; Jackson Sublease

See attached corporate docs for execution in preparation for executing the above referenced leases. I understand everyone is in agreement to lease the land to Tibbar, etc.. I do not have the corporate record book, so these resolutions, etc., are based upon who I understand was the last elected directors and officers. If this is incorrect information, then let me know asap.

Thanks.

Carl

Carl A. Beckstedt III  
Beckstedt & Associates  
2162 Church Street  
Christiansted, VI 00820-4604  
Email: [carl@beckstedtlaw.com](mailto:carl@beckstedtlaw.com)  
Tel: 340-719-8086, Ext. 201  
Fax: 800-886-6831  
Cell: 340-642-4562

HAMD601065

**PLESSEN ENTERPRISES, INC.**  
**UNANIMOUS CONSENT ACTION OF THE DIRECTORS**

WHEREAS, Plessen Enterprises, Inc. ("Corporation"), owns the real property located at Plot 26 & 26-A Estate Diamond, Frederiksted, St. Croix, USVI, that consists of 150 U.S. acres, more or less, (the "Premises"); and

WHEREAS, the Corporation is currently leasing a portion of the Premises to Oswald Jackson and Associates ("Jackson"), whose mailing address is 246-P Estate Glynn, Christiansted, St. Croix, VI 00850, who is in default for failure to pay rent due and owing under the lease; and

WHEREAS, Tibbar Energy USVI, LLC, a U.S. Virgin Islands limited liability company ("Tibbar") whose address is P.O. Box 21657 Christiansted, St. Croix, U.S. Virgin Islands 00821 wishes to lease the Premises for farming energy crops; and

WHEREAS, the Corporation and Tibbar wish to allow Jackson to continue to lease a portion of no more than 20 acres of the Premises:

NOW, THEREFORE, the undersigned, being all the directors of the Corporation, do hereby take the following action as authorized under the Articles of Incorporation, the By-Laws and the laws of the Virgin Islands, all by unanimous consent in lieu of a meeting pursuant to 13 V.I.C. §67b:

**RESOLVED**, that the officers of the Corporation are hereby authorized to take any and all action necessary, proper or desirable to enter into a lease agreement with Tibbar for the Premises (the "Lease") and pursuant to such provisions as such officer or officers deem in the best interests of the Corporation; and

**FURTHER RESOLVED**, that the officers of this Corporation are hereby authorized to execute and deliver any and all documents necessary, proper or desirable to enter into the Lease with Tibbar, including without limitation, the execution and delivery of a lease agreement, a consent to allow Tibbar to

PLESSEN ENTERPRISES, INC.

Unanimous Consent Action of the Directors Dated April 28, 2014 Re Tibbar Lease

Page 2

sublease a portion of the Premises to Jackson, any closing statement, affidavits, instruments, agreements, assignments, and/or other contracts; and

**FURTHER RESOLVED**, all documents which are executed by any officer of the Corporation, on behalf of this Corporation in connection with such action shall be binding and legal obligations of this Corporation; and the execution of any such document by such officer on behalf of this Corporation shall be conclusive evidence that such officer deemed the provisions of such document to be in the best interest of this Corporation. Any previous action taken by such officer of this Corporation in connection with such action is hereby ratified

**RESOLVED**, that these resolutions may be executed in any number of counterparts, all of which when executed and delivered shall have the effect of an original. The resolutions shall be effective as of the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Consent Action of the Directors to be filed as a part of the records of this corporation.

Dated this 28<sup>th</sup> day of April, 2014.

---

MOHAMMAD HAMED  
Director

---

WALEED HAMED  
Director

---

FATHI YUSUF  
Director

**PLESSEN ENTERPRISES, INC.**

**SECRETARY'S CERTIFICATE**

**OF**

**CORPORATE RESOLUTION & INCUMBENCY**

I, Fathi Yusuf, do hereby certify that I am Secretary of PLESSEN ENTERPRISES, INC., a United States Virgin Islands Corporation ("Corporation"); that the following resolutions were fully adopted by the Board of Directors of the Corporation by action taken by consent on April 28, 2014; and that the resolutions are in full force and effect and have not since been amended or revoked:

"RESOLVED, that the officers of the Corporation are hereby authorized to take any and all action necessary, proper or desirable to enter into a lease agreement with Tibbar for the Premises (the "Lease") and pursuant to such provisions as such officer or officers deem in the best interests of the Corporation; and

FURTHER RESOLVED, that the officers of this Corporation are hereby authorized to execute and deliver any and all documents necessary, proper or desirable to enter into the Lease with Tibbar, including without limitation, the execution and delivery of a lease agreement, a consent to allow Tibbar to sublease a portion of the Premises to Jackson, any closing statement, affidavits, instruments, agreements, assignments, and/or other contracts; and

FURTHER RESOLVED, all documents which are executed by any officer of the Corporation, on behalf of this Corporation in connection with such action shall be binding and legal obligations of this Corporation; and the execution of any such document by such officer on behalf of this Corporation shall be conclusive evidence that such officer deemed the provisions of such document to be in the best interest of this Corporation. Any previous action taken by such officer of this Corporation in connection with such action is hereby ratified

RESOLVED, that these resolutions may be executed in any number of counterparts, all of which when executed and delivered shall have the effect of an original. The resolutions shall be effective as of the date set forth below."

I do further certify that the foregoing fully complies with the rules and bylaws of the Corporation and that such action does not require shareholder approval; that the Articles of Incorporation of the Corporation are in full force and effect, and no proceeding is pending



for its dissolution or annulment; that all licenses and franchise taxes due and payable by the Corporation have been paid in full.

I do further certify that the following persons are the duly elected directors, to serve until their successors are elected and qualified:

Mohammad Hamed  
Waleed Hamed  
Fathi Yusuf

I do further certify that the following named persons are the duly elected officers of the Corporation in the offices set forth opposite their respective names:

Mohammad Hamed	President
Waleed Hamed	Vice-President
Fathi Yusuf	Secretary/Treasurer

IN WITNESS WHEREOF, the undersigned have executed this Certificate this \_\_\_\_  
\_ day of April, 2014.

---

FATHI YUSUF  
Secretary  
Plessen Enterprises, Inc.

-----Original Message-----

From: Carl Beckstedt <Carl@beckstedtlaw.com>

To: Wally Hamed (wallyhstx@yahoo.com) <wallyhstx@yahoo.com>; mikefyusuf <mikefyusuf@yahoo.com>

Cc: Joel Holt (holtvi@aol.com) <holtvi@aol.com>; Nizar DeWood (dewoodlaw@gmail.com) <dewoodlaw@gmail.com>

Sent: Mon, May 5, 2014 12:10 pm

Subject: FW: The Plessen Resolution.

Gentlemen:

Below is a self-explanatory email from Tibbar's attorney, Kevin Rames, regarding what Tibbar would like in terms of corporate authorization for the lease with an attached proposed resolution.

With respect to the corporate matters and the scope of my representation, I understand the following:

- 1 Plessen Enterprises, Inc. is owned one half by individuals from the Hamed family and one half by individuals from the Yusuf family.
- 2 Wally Hamed is authorized to act on behalf of the Hamed family owners of Plessen; and Mike Yusuf is authorized to act on behalf of the Yusuf family owners of Plessen
- 3 The Hamed owners are represented by Attorney Joel Holt; the Yusuf owners are represented by Attorney Nizar DeWood.
- 4 All of the owners (Hameds and Yusufs, alike) would like to lease certain land owned by Plessen to Tibbar and substantively agree to the terms of the proposed Lease.
- 5 There is disagreement between the Hameds and Yusufs as to who are the current directors of Plessen.
  - a. The Hameds believe the directors are Mohammad Hamed, Waleed Hamed and Fathi Yusuf.
  - b. The Yusufs believe the directors are Mohammad Hamed, Waleed Hamed, Fathi Yusuf and Maher Yusuf.
- 6 The current Officers of Plessen are:
  - a. Mohammad Hamed President
  - b. Waleed Hamed Vice President
  - c. Fathi Yusuf Secretary / Treasurer

7 All of the owners (Hameds and Yusufs, alike) wish me to represent Plessen in the negotiation and execution of the lease to Tibbar. My scope of representation is limited to the negotiation of the Lease agreement and I am not providing any advice with respect to the corporate matters.

If any of the foregoing understandings are incorrect, then please advise me immediately.

I leave it to you and your counsel to determine whether this corporate document proposed by Tibbar can or should be executed and, if so, by whom. Based upon the foregoing, I understand that any lease documents would be executed by Mohammad Hamed as President and attested to by Fathi Yusuf as Secretary. Further, I understand that Waleed Hamed may sign on behalf of Mohammad Hamed as his duly authorized Attorney In Fact.

I am ready, willing and able to proceed with the lease negotiations once these corporate issues are resolved by the owners. As such, I await your further instruction.

Carl

Carl A. Beckstedt III  
Beckstedt & Associates  
2162 Church Street  
Christiansted, VI 00820-4604  
Email: [carl@beckstedtlaw.com](mailto:carl@beckstedtlaw.com)  
Tel: 340-719-8086, Ext. 201  
Fax: 800-886-6831  
Cell: 340-642-4562

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**From:** Kevin A. Rames [<mailto:kevin.rames@rameslaw.com>]  
**Sent:** Monday, May 05, 2014 9:59 AM  
**To:** Carl Beckstedt  
**Subject:** The Plessen Resolution.

Carl:

If I have a Resolution signed by (at least) the four persons who believe themselves to be Directors, and I have a Lease signed by the officers, that will be sufficient to bind the Company. I will pass on the Secretary's Certificate and the Certificate of Incumbency.

Kevin

---

**From:** Carl Beckstedt [<mailto:Carl@beckstedtlaw.com>]  
**Sent:** Monday, May 05, 2014 8:45 AM  
**To:** Kevin A. Rames  
**Subject:** RE: The Plessen Resolution.

Kevin, here are the forms.

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**From:** Kevin A. Rames [<mailto:kevin.rames@rameslaw.com>]  
**Sent:** Saturday, May 03, 2014 5:00 PM  
**To:** Carl Beckstedt  
**Subject:** The Plessen Resolution.

Carl:

Mike Yusef contacted Tibbar and reiterated Plessen's interest in leasing the land. Please send me the Resolutions in the WordPerfect format.

*Kevin A. Rames, Esq.*

Law Offices of K. A. Rames, P.C.  
Suite 3, 2111 Company Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
(340) 773-7284 telephone  
(340) 773-7282 telefax

\*\*\*\*\*

NOTE: The information in this e-mail message and any attachments thereto have been sent by an attorney or his agent, and is intended to be confidential and for the use of only the individual or entity named above. The information may be protected by attorney/client privilege, work product immunity or other legal rules. If the reader of this message and any attachments thereto is not the intended recipient, you are notified that retention, dissemination, distribution or copying of this e-mail message and any attachments is strictly prohibited. Although this e-mail message (and any attachments) is believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, the intended recipient is responsible to ensure that it is virus free. The sender and The Law Offices of K. A. Rames, P.C. shall not have any responsibility for any loss occasioned in any manner by the receipt and use of this e-mail message and any attachments.

\*\*\*\*\*

**PLESSEN ENTERPRISES, INC.**  
**UNANIMOUS CONSENT ACTION OF THE DIRECTORS**

WHEREAS, Plessen Enterprises, Inc. (the "Corporation"), owns the real property located at Plot 26 & 26-A Estate Diamond, Frederiksted, St. Croix, USVI, that consists of 150 U.S. acres, more or less, (the "Premises"); and

WHEREAS, the Corporation is currently leasing a portion of the Premises to Oswald Jackson and Associates ("Jackson"), whose mailing address is 246-P Estate Glynn, Christiansted, St. Croix, VI 00850, who is in default for failure to pay rent due and owing under the lease; and

WHEREAS, Tibbar Energy USVI, LLC, a U.S. Virgin Islands limited liability company ("Tibbar") whose address is P.O. Box 21657 Christiansted, St. Croix, U.S. Virgin Islands 00821 wishes to lease the Premises for farming energy crops; and

WHEREAS, the Corporation and Tibbar wish to allow Jackson to continue to lease a portion of no more than 20 acres of the Premises:

NOW, THEREFORE, the undersigned, being authorized to do so by virtue of the Articles of Incorporation and the By-Laws of the Corporation and the laws of the Virgin Islands, resolve as follows:

**RESOLVED**, that the officers of the Corporation are hereby authorized to take any and all action necessary, proper or desirable to enter into a lease agreement with Tibbar for the Premises (the "Lease") and pursuant to such provisions as such officer or officers deem in the best interests of the Corporation; and

**FURTHER RESOLVED**, that the officers of this Corporation are hereby authorized to execute and deliver any and all documents necessary, proper or desirable to enter into the Lease with Tibbar, including without limitation, the execution and delivery of a lease agreement, a consent to allow Tibbar to sublease a portion of the Premises to Jackson, any closing statement, affidavits, instruments, agreements, assignments, and/or other contracts; and

**FURTHER RESOLVED**, all documents which are executed by any officer of the Corporation, on behalf of this Corporation in connection with such action shall be binding and legal obligations of this Corporation; and the execution of any such

document by such officer on behalf of this Corporation shall be conclusive evidence that such officer deemed the provisions of such document to be in the best interest of this Corporation. Any previous action taken by such officer of this Corporation in connection with such action is hereby ratified

**RESOLVED**, that these resolutions may be executed in any number of counterparts, all of which when executed and delivered shall have the effect of an original. The resolutions shall be effective as of the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this Unanimous Consent Action of the Directors to be filed as a part of the records of this corporation.

Dated this \_\_\_\_ day of May, 2014.

Sign:	Sign:	Sign:
Print:	Print:	Print:
Sign:	Sign:	Sign:
Print:	Print:	Print:

## DEWOOD LAW FIRM

2006 Eastern Suburb Suite 101  
Christiansted, V.I. 00820  
*Admitted: NY, NJ, MD, & VI*  
T. 340.773.3444  
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[info@dewood-law.com](mailto:info@dewood-law.com)

**BY: EMAIL ONLY**

May 6, 2014

**Carl A. Beckstedt, III, Esq.**  
**Beckstedt & Associates**  
**2162 Church Street**  
**Christiansted, VI 00820-4604**

**Re: Plessen Enterprises – Tibbar Lease**

Dear Attorney Beckstedt,

By this letter, please note that the Yusufs, as equal shareholders and holding equal director positions in Plessen Enterprises, Inc. (“Plessen”), hereby object to the negotiation of any lease agreement with Tibbar, Inc. or any other party, for the following reasons:

1. Plessen is owned in equal shares by both the Yusuf and Hamed families. At this point, there is serious disagreement between the owner parties as to numerous matters causing a deadlock in management.
2. Plessen is the subject of a derivative shareholder action due to defendant Waleed Hamed’s and his brothers’ unlawful and illegal withdrawal of \$460,000 for their personal enrichment. At no point, did Waleed Hamed and his brothers ever consult the Yusufs. It is clear that management of Plessen is deadlocked.
3. Contrary to the assertions of the Hameds, Plessen has four directors: Mohammed Hamed, Waleed Hamed, Fathi Yusuf, and Maher Yusuf. Maher Yusuf is named on various government and bank applications as a director. As such, despite denials by Waleed Hamed and Mohammed Hamed, Maher Yusuf is a director and is entitled to vote on all resolutions of Plessen, including the Tibbar lease. Thus, without Maher Yusuf named as a director in the lease, the Yusufs will not agree to consider this lease agreement.
4. Because there is a dispute even as to the number of directors, management of Plessen is deadlocked and no further action can or should be taken pending the resolution of the pending litigation.

5. The Yusuf owners and directors do not wish for your office to negotiate the Tibbar lease. The Yusufs have filed a counterclaim in the case of Hamed v. Yusuf, *et al* (SX-12-CV-370) to dissolve and appoint a receiver for Plessen in light of the foregoing disputes and claims. In addition, Fathi Yusuf has filed a Motion for Preliminary Injunction to enjoin the Board of Directors from carrying out their self-serving April 30, 2014 Board of Directors meeting. As such, the Yusufs object to the negotiation of any lease agreement with Tibbar or any other party.

Any concerns, I look forward to hearing from you.

Sincerely,

  
Nizar A. DeWood, Esq.