

**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**

**PLAINTIFF'S REPLY  
RE HIS RENEWED MOTION TO REDUCE THE BOND**

Rather than apologize to this Court for wasting its valuable time and resources with vehement denials that a partnership existed (which Defendants now admit does exist) their Opposition is full of the usual insulting (and unnecessary) personal attacks on Plaintiff and his sons. Indeed, United concedes it has no protectable interest requiring a bond.<sup>1</sup> However, Yusuf now argues that a bond is necessary for an entirely new reason -- to protect The Yusuf/Hamed partnership from damages if it is determined

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<sup>1</sup> United's sole remaining claim is an action for rent against the partnership, as it is now a third party which admits that it is not part of the partnership. Indeed, United does not even argue that \$100,000 is still needed to cover its alleged costs in the criminal case.

the injunction was improvidently granted, as Yusuf asserts he has been wrongfully enjoined from firing fire Plaintiff's four sons.<sup>2</sup>

Defendants fail to explain how any finding regarding the propriety of the injunction can now be made in the context of a trial.<sup>3</sup> At best, this claim is now just one of many claims to be resolved as part of the partnership dissolution.

However, there is an easy solution to this new argument, alleviating the need for this Court to address this issue (and mooted another motion as well). In this regard, this Court set the bond at \$1,200,000. As Yusuf now concedes there is a 50-50 partnership with Hamed, his portion of these alleged partnership damages of \$1,200,000 would be 50% of this figure. Thus, this Court can reduce the bond by 50% to \$600,000 and still fully protect Yusuf's perceived potential loss if the preliminary injunction is found by a jury to have been improvidently issued.

As the Court will recall, the \$1,200,000 bond in this case consisted of \$520,600 in cash and \$636,000 in real property initially accepted by this Court. **See Exhibit 1.** Another \$43,400 in real property was subsequently accepted by this Court, which Defendants belatedly challenged and have moved to reconsider.

Thus, this Court can direct that the \$636,000 in real property not in dispute remain as the bond, discharging the cash and disputed real property, and still provide Yusuf with 100% of the protection he claims he still needs. The multiple motions related to the \$43,400 piece of real property can then be denied as moot.

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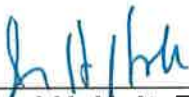
<sup>2</sup> At best Yusuf's interest in such potential damage would only be 1/2 of the total amount, as Hamed is a 50% partner.

<sup>3</sup> Presumably Yusuf intends to ask the jury to find that this Court erred in granting the injunction, resulting in damages to the partnership for having to continue to employ the four Hamed sons.

While Defendants chastise Plaintiff for again seeking a reduction in the bond, *their admission that a partnership exists dramatically changes this case.* Indeed, Plaintiff has prevailed in this case, so that fees and costs will be sought at the appropriate time. For now, however, a request to reduce the bond by 50% is certainly reasonable, as the remaining amount posted of \$636,000 more than amply protects Yusuf from his one remaining concern. **In short, there is no need for Hamed to post a bond to cover his 50% interest in this alleged partnership loss.**

A proposed Order is attached.

**Dated:** May 15, 2014

  
\_\_\_\_\_  
**Joel H. Holt, Esq.**  
*Counsel for Mohammad Hamed*  
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2132 Company Street,  
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Email: holtvi@aol.com

**Carl J. Hartmann III, Esq.**  
*Counsel for Waheed Hamed*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Telephone: (340) 719-8941  
Email: carl@carlhartmann.com

## CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of May, 2014, I served a copy of the foregoing Motion by email, as agreed by the parties, on:

**Nizar A. DeWood**

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

**Gregory H. Hodges**

Law House, 10000 Frederiksberg Gade  
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1132 King Street  
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**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX**

<b>MOHAMMAD HAMED</b> , by his authorized agent <b>WALEED HAMED</b> ,	)	
	)	
Plaintiff,	)	<b>CIVIL NO. SX-12-CV-370</b>
	)	
v.	)	<b>ACTION FOR DAMAGES, INJUNCTIVE AND DECLARATORY RELIEF</b>
	)	
<b>FATHI YUSUF and UNITED CORPORATION</b> ,	)	
	)	
Defendants.	)	<b>JURY TRIAL DEMANDED</b>
	)	

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**MOTION TO SUBSTITUTE ADDITIONAL BOND**

On January 30, 2014, the plaintiff filed a Notice of Posting Additional Bond, which included the Pledge of three properties by Shawn Baptiste that had a total assessed value of \$168,700.00. See **Exhibit 1**. As this Court has not yet entered an order directing counsel to file a notice of encumbrance for these three properties, the plaintiff requests permission to substitute the posting of the three properties with cash, which has now been deposited with the Clerk of Court. See **Exhibit 2**. If this Court desires an explanation for why this substitution is being requested, it can be supplied.

As such, the plaintiff hereby requests permission to supplement the posting of the remaining portion of the bond of \$513,000 on January 30, 2014 as follows:

- Pledge of unencumbered Real Property by Hisham M. Hamed, pledging Plot No. 100 Eliza's Retreat, St. Croix, Assessed Tax Value-**\$43,400.00—original document previously submitted on January 30, 2014.**
- Cashier's Checks totaling for **\$300,900.00** payable to the Clerk of Court-**previously deposited on January 30, 2014.**
- Cashier's Check totaling \$168,700 payable to the Clerk of the Court. See **Exhibit C** – being submitted with this filing to replace the three properties pledged by Shawn Baptiste. See **Exhibit 2**.

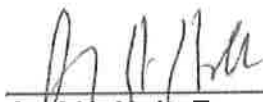


An order is still needed to record against the property of Hisham M. Hamed, which has been amended and is being submitted with this notice so it can be promptly recorded by counsel upon receipt.

In summary, as previously directed by the Court, if this Court accepts the cash deposited today in substitution of the three properties pledged by Shawn Baptiste, the total bond now posted of \$1,200,000 is:

1. Previously deposited Cashier's Checks:	\$ 51,000
2. Cashier's Checks deposited January 30, 2014:	\$ 300,900
3. Cashier's Check deposited with this notice:	\$ 168,700
4. Real property accepted with the initial filing:	\$ 636,000
5. Real Property Posted on January 30, 2014:	\$ 43,400
Total:	\$1,200,000

**Dated:** February 6, 2014

  
\_\_\_\_\_  
**Joel H. Holt, Esq.**  
*Counsel for Plaintiff*  
Law Offices of Joel H. Holt  
2132 Company Street,  
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**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Plaintiff*  
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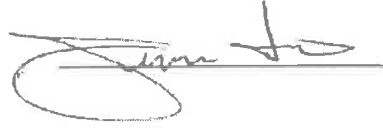
### **CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of February, 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  
[dewoodlaw@gmail.com](mailto:dewoodlaw@gmail.com)

**Motion to Substitute Additional Bond**  
**Page 3**

Gregory H. Hodges  
VI Bar No. 174  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
ST. Thomas, VI 00802  
[ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)

A handwritten signature in black ink, appearing to read "Gregory H. Hodges", written over a horizontal line.

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DIVISION OF ST. CROIX**

**MOHAMMAD HAMED**, by his )  
authorized agent **WALEED HAMED**, )

*Plaintiff/Counterclaim Defendant,* )

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**FATHI YUSUF** and )  
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and **PLESSEN ENTERPRISES, INC.**, )

*Counterclaim Defendants.* )

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

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

**JURY TRIAL DEMANDED**

**ORDER  
RE REDUCTION OF BOND**

This matter is before this Court on Plaintiff's renewed motion to reduce the bond based on the new development created by Defendants admission that a partnership exists, a significant departure from it prior position resulting in the setting of a bond to secure the preliminary injunction.

This Court previously set the bond at \$1,200,000 when Defendants claimed that United Corporation was the party in interest and needed protection against certain possible damages if it was later determined that the preliminary injunction had been improvidently issued. The change in Defendants' position eliminates the potential damages claimed by United Corporation, as it concedes the four Hamed sons are not working for it. However, Yusuf still claims he needs protection from these expenses as he claims the partnership is still exposed to this loss.

In response, Plaintiff correctly points out that even is this is true, at best Yusuf only needs a bond of \$600,000 to protect his 50% interest in this alleged



partnership loss. As such, it is hereby ordered as follows:

1. The bond is reduced to \$636,000, which is already secured by the following real estate:
  - Pledge of Real Property by Mohammed Hamed for unencumbered real property at Plots 6F and 6H Estate Carlton-Assessed Tax Value-\$236,300.
  - Pledge of Real Property by Mohammed Hamed for unencumbered real property at Plots 100-E, 100-F, 100-G of Estate Princess-Assessed Tax Value-\$73,500.
  - Pledge of Real Property by Waleed Hamed for unencumbered real property at Plot 6-C Estate Carlton-Assessed Tax Value-\$326,200.
2. The \$520,600 in cash posted as part of the bond shall be released to Plaintiff by the Clerk of Court forthwith.
3. Real property located at Plot 100 Eliza's Retreat, St. Croix, valued at \$43,400, was posted as part of the bond. Said real property is hereby discharged from the bond Order and can be marked as released of record by the Recorder of Deeds.
4. Defendants' motions challenging the use of Plot 100 Eliza's Retreat, St. Croix, as part of the bond are hereby denied as moot.

Entered this \_\_\_\_ day of \_\_\_\_\_, 2014.

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**Douglas A. Brady**  
Judge of the Superior Court

**A T T E S T: ESTRELLA GEORGE**  
Acting Clerk of the Court

By: \_\_\_\_\_

**Deputy Clerk**

cc: Nizar A. DeWood, Esq.  
Jeffrey B.C. Moorhead, Esq.  
Mark W. Eckard, Esq.  
Carl J. Hartmann III, Esq.  
Gregory H. Hodges, Esq.  
Joel H. Holt, Esq.