

**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 MOTION TO FILE A SUR-REPLY RE  
DEFENDANTS' RULE 56 MOTION RE RENT**

Defendants raised several new points in their September 15, 2014 Reply Memorandum regarding their Rule 56 Motion on Rent that raises new matters to which Plaintiff wishes to briefly respond. Defendants claim that (1) the "Black Book" shows that rent was last paid in 1992 and (2) that it could not have known this fact until recently since the Government had seized its records in 2001. While Plaintiff addressed these points in his opposition memorandum, in their Reply Defendants raise several new issues and cited one new District Court opinion in the United criminal case that Plaintiff would like an opportunity to address as follows:

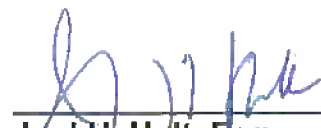
- Defendants argue that Mohammad Hamed is bound by the opinion Judge Finch wrote in the criminal case under the doctrine of "judicial estoppel," which they attached to their supplemental Rule 56.1 SOF. However, Mohammad Hamed

was not a party to that criminal case. Thus, he made no arguments in that case which would allow the application of the law of "judicial estoppel" in this case. The Plaintiff would like to address this newly raised point if the Court deems it to be necessary.

- Defendants also argue that Judge Finch's opinion somehow shows that the "Black Book" was not part of the documents made available to Fathi Yusuf by the FBI in 2003 and 2004. However, that opinion says no such thing. Instead, that opinion deals with the Government being required in the criminal case to produce a new copy of all documents to defense counsel **because the documents were reorganized after 2004**. In short, that opinion does not undermine the point that the records seized from Plaza in 2001 were made available to Yusuf in 2003 and 2004. The Plaintiff would like address why the opinion by Judge Finch does not negate the impact of the availability of the seized document in 2003 and 2004 if this Court needs further briefing on this newly raised issue as well.
- Finally, Defendants argue that the Black Book they rely upon shows that rent was included in the 1992 "true up" since there is an entry for rent in 1984 and 1985. As noted in **Exhibit 1**, which contains this referenced page from the "Black Book," this entry was for rent in 1984-1985, which has nothing to do with rent owed by Plaza, as Plaza did not open until 1986. Indeed, the lack of a similar entry for rent between 1986 and 1992 confirms the entries in the Black Book have nothing to do with the rent now being sought from Plaza in Defendants' Rule 56 motion, as there is no reference to rent owed by Plaza anywhere in this "Black Book," particularly on the page where this "true-up" is memorialized. See **Exhibit 2**. While the Court can see this point for itself, Plaintiff wishes to briefly address it if the Court believes it would be helpful.

As such, the Plaintiff would like an opportunity to brief these points in a sur-reply of the Court believes it would be helpful for the Court.

**Dated:** September 24, 2014



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### CERTIFICATE OF SERVICE

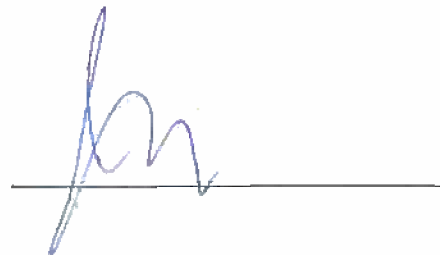
I hereby certify that on this 24th day of September, 2014, I served a copy of the foregoing by email, as agreed by the parties, on:

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(4)

United paid out

5-84 prudential Bache

194,295.65  
30,000.00

property tax

224,295.65  
24,676.69

less: 1/2

199,618.96  
234.25

less: 1/2

199,384.71  
592.50

less For land

198,792.21  
100,000.00

xxx 98,792.21

28 month <sup>\$</sup> 16,000 Int.

24 month Rent 1-84 to 12-31-85

448,000.00

202,000.00

98,792.91

xxx

749,292.00

399,295.00

349,997.00

300,000.00

Scotia Bank

owed to YUSUF

49,997.00

W. 21

1				1,000. -		1
2				750. -		2
3			Rent	500. -		3
4		check #	Yo # 396	2,500. -		4
5		check #	408	5,000. -		5
6	3-24-93	check #	425	15,000. -		6
7	4-20		446	5,000. -		7
8	5-14		460	5,000. -		8
9	6-19		1039 & 1040	1,500. -		9
10	7-8		1215	2,500. -		10
11	8-9		1381	2,500. -		11
12	9-9		1550	2,500. -		12
13	9-30		557	5,000. -		13
14	11/4		1799	5,000. -		14
15	12-21		619	6,550. -		15
16	12-46		1927	1,500. -	Yo	16
17	3-57	10,000	5,000 - 2,000	1,500. -		17
18	5-14-94	Cash	# 99158	5,000. -	Cash	18
19	6-29-94		# 136	15,000. -		19
20	6-30-94	FIVE	(FIVE) WITH	5,000. -	CASH	20
21	7-13-94	FIVE	(FIVE) WITH	2,500. -	CASH	21
22	7-15-94		WITH 750.	12,750. -	CASH	22
23						23
24						24
25						25
26						26
27						27
28						28
29						29
30						30
31						31
32						32

United owes plaza as of  
 12-31-1993 \$ 399,295.00  
 Paid \$ 399,295.00

EXHIBIT  
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