

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

YUSUF YUSUF, derivatively on behalf of
PLESSEN ENTERPRISES, INC.,

Plaintiff,

v.

WALEED HAMED, WAHEED HAMED,
MUFEEED HAMED, HISHAM HAMED
and FIVE-H HOLDINGS, INC.,

Defendants,

and

PLESSEN ENTERPRISES, INC.,

Nominal Defendant.

Case No. SX-13-CV-120

CIVIL ACTION FOR DAMAGES
AND INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

NOMINAL DEFENDANT PLESSEN ENTERPRISES, INC.'S ANSWER TO THE FIRST
AMENDED COMPLAINT

Come Now the Nominal Defendant, PLESSEN ENTERPRISES, INC., by and through counsel and state as its Answer to the averments in the First Amended Complaint as follows:

1. As to Paragraph 1, admitted that Waleed Hamed is a director of Plessen. Denied that Mohammad Hamed is a director. The balance of the averment is denied.
2. As to Paragraph 2, the averments are a summation of the nature of Plaintiffs claims and are therefore denied.
3. As to Paragraph 3, the averments are a conclusion as to the findings of an Order by Douglas Brady, the substance of which is clear on the face of the document, and Defendant denies the characterization of that document.
4. As to Paragraph 4, admitted.

Nominal Defendant Plessen Enterprises, Inc.'s Answer to the First Amended Complaint
Page 2

5. As to Paragraph 5, admitted.
6. As to paragraph 6, it is a demand for a jury and cannot be admitted or denied.
7. As to paragraphs 7 through 13, they are admitted.
8. As to paragraphs 14 and 16, denied.
9. As to paragraphs 17 and 18, denied.
10. As to paragraph 19, the averment as to what constitutes a "beneficial owner" is a conclusion of law, and it is therefore denied.
11. As to paragraph 20, it is admitted that 5-H, through its shareholders conducts business in the USVI.
12. As to Paragraph 21, KAC357 is a corporation incorporated in the Virgin, operated by its shareholders.
13. As to paragraphs 22 and 23, denied.
14. As to paragraphs 24 through 27, Defendant lacks sufficient information to form a response, and therefore, deny.
15. As to paragraph 28, it is compound, Defendant admits that Waleed then endorsed check number 0376 "for deposit only" and deposited the \$460,000, but denies the remainder of the averment(s).
16. As to paragraph 29, it is compound, Defendant admits Plaintiff filed this action and that Hamed did deposit the Yusuf ½ Share into the Court registry thereafter.
17. As to paragraph 30, it is compound, it is admitted that on or about On April 1, 2015, defendants caused remaining half, \$230,000, - to be deposited into the registry of

this Court and serve a notice to that effect on Plaintiff. A notice to the effect was served on counsel for Yusuf in this case.

18. As to paragraph 31, it is compound, both assertions are denied.
19. As to paragraph 32, it is compound and speculative, both assertions are denied.
20. As to paragraph 33, it is compound, and denied.
21. As to paragraph 34, it is admitted that On September 12, 2012, Mohammad Hamed commenced a civil proceeding against Fathi captioned Hamed v. Yusuf, Civ. No. SX-CV-370 (the "370 Case") seeking damages, injunctive relief, and declaratory relief in connection with Mohammad's and Fathi's business relationship involving the Plaza Extra supermarket stores. It is denied that Fathi never disputed that Mohammad was entitled to fifty percent (50%) of the net profits from the Plaza Extra stores. It is admitted that Yusuf "initially disputed the existence of a partnership, as alleged in the complaint in the 370 Case." It is admitted that Fathi Yusuf conceded the existence of a "partnership". It is admitted that Mohammad Hamed requested and obtained an extension of time until April 30, 2014.
22. As to paragraph 35, it is compound. It is admitted that on Monday, April 28, 2014 at approximately 4:00 p.m., a "Notice of Special Meeting of Board of Directors of Plessen" (the "Notice") was hand delivered to Fathi announcing a meeting of directors scheduled for Wednesday, April 30, 2014 at 10 a.m. It is denied that the Notice was deficient.
23. As to paragraph 36, it is admitted that on April 29, 2014, Fathi Yusuf sent a Notice in a response, a copy of which is attached to the Complaint as Exhibit "G."

24. As to paragraph 37. it is compound, the first sentence is admitted except for the use of the word "purported." As to the sub-paragraphs: A is Denied as worded. B is Denied as worded.
25. As to paragraph 38, it is compound. Defendant admits that the property was not covered by a lease, and that a meeting was called on two days notice as provided for in Plessen's corporate papers -- to provide for a lease, the balance is denied.
26. As to paragraph 39, it is compound. Defendant admits this was the second meeting in the history of Plessen. They deny the balance.
27. As to paragraph 40, it is compound. Deny that the meeting was sham, as found by two Courts. Deny that any corporate meeting is forgone before a vote is taken. Admit that the resolutions were passed by a majority of the Board. Agree that Yusuf disagreed and was outvoted. Deny, as found by two Courts, that the Lease was unfair.
28. As to paragraph 41, it is hopelessly compound. Admitted that the distribution of \$460,000 was ratified. Denied as to the balance of the averments to the extent they can be understood.
29. As to paragraph 42, it is compound. Admitted that Fathi Yusuf filed and lost motions in two courts to nullify the meeting and Lease. Admitted both courts found the Lease to be fair. Admitted the Supreme Court ruled the appeal to be untimely, but deny the balance as being either conclusory or incomprehensible.
30. As to paragraph 43, it is compound. As the averment characterizes a court decision, the matter is left to that document and otherwise denied.

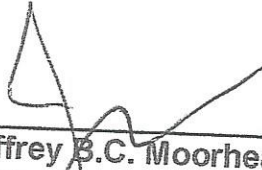
31. As to paragraph 44, it is compound. As the averment characterizes a court decision, the matter is left to that document and otherwise denied.
32. As to paragraph 45, it is compound. It is denied, except to admit that the partnership is being wound up.
33. As to paragraphs 46 through 49, they are all compound. They are denied in all parts.
34. Paragraphs 50, 54, 63, 68, 71, 75, 82, 87, 93 and 93 incorporates all prior averments, and all prior responses are incorporated in response.
35. Paragraphs 51 through 53 are denied.
36. Paragraphs 55 through 57 are conclusory statement of law and are therefore denied.
37. Paragraphs 58 through 62 are denied.
38. Paragraphs 64 though 67 are denied.
39. Paragraphs 69 and 70 are denied.
40. Paragraphs 72 through 74 are denied.
41. Paragraph 76 is denied.
42. Paragraph 77 is denied, except that any duties required under law as to corporate officers are acknowledged as applicable to Plessen.
43. Paragraphs 78 through 81 are denied.
44. Paragraphs 82 through 86 are denied.
45. As to paragraph 89, admitted.
46. As to paragraphs 90 through 92, denied.

47. As to paragraphs 94 and 95, denied.
48. As to paragraphs 97 through 99, denied.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to join a party under Rule 19, or file a proper Third Party Action under Rule 14.
3. Plaintiff failed to state a claim upon which relief can be granted.
4. Plaintiff has unclean hands and is therefore not entitled to recovery or relief.
5. Nominal Defendant asserts the affirmative defense of laches.
6. Plaintiff is not a real party in interest.
7. Nominal Defendant asserts the affirmative defense of estoppel.
8. Nominal Defendant asserts the affirmative defense of indemnity.
9. Nominal Defendant asserts all other affirmative defenses listed in F.R.C.P. 8(c).
10. Nominal Defendant reserves the right to further amend its affirmative defenses.

Date: December 31, 2016



Jeffrey B.C. Moorhead
VI Bar No. 438
Counsel for Plessen Enterprises, Inc.
1132 King Street, Ste. 3
Christiansted, V.I. 00820
340-773-2539
jefreymlaw@yahoo.com

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of December, 2016, I served a copy of the foregoing reply by e-mail on:

Gregory Hodges
Dudley Topper & Feuerzeig, LLP
1000 Fredericksberg Gade
St. Thomas, VI 00804
ghodges@dtflaw.com

Mark W. Eckard, Esq.
P.O. Box 24849
Christiansted, V.I. 00824

