


of substantially all of his assets,” by transferring them to a living trust. Motion, at 2. In his Opposition, Plaintiff denies that Mohammed Hamed’s guarantee is insufficient, but nonetheless offers “to replace Mohammed’s guarantee with [the personal guarantees of the three shareholders of KAC357, Inc.] if the Court so directs.” Opposition, at 4. Although Defendant prays that the Court set aside the Lease, Defendant’s Motion clarifies that he chiefly objects to the failure of the shareholders of KAC357, Inc. to personally guarantee the Lease. As Plaintiff has expressly offered to rectify this issue, Defendant’s Motion will be denied, as moot, conditioned upon Plaintiff’s submission to the Court of notice that the shareholders of KAC367, Inc. have formally been made personal guarantors of the Lease.

Accordingly, it is hereby

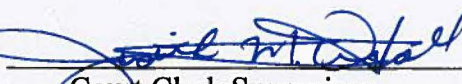
ORDERED that Defendant Yusuf’s Motion to Set Aside Lease to KAC357, Inc. Due to Fraud Upon the Court is DENIED, conditioned upon Plaintiff’s submission to the Court, within twenty-one (21) days of the date of entry of this Order, of notice that the three shareholders of KAC367, Inc. have formally been made personal guarantors of the Lease.

DATED: December 8, 2017.



DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST: ESTRELLA GEORGE
Clerk of the Court

By: 

Court Clerk Supervisor
12/11/17