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

WALEED HAMED, as Executor of the	
Estate of MOHAMMED HAMED	
Plaintiff/Counterclaim Defendant,	)
v.	) Civil No. SX-12-CV-370
FATHI YUSUF and UNITED CORPORATION,	) ) )     ACTION FOR INJUNCTIVE RELIEF,
Defendants/Counterclaimants,	DECLARATORY JUDGMENT, and
v.	) PARTNERSHIP DISSOLUTION,
WALEED HAMED, WAHEED HAMED,	WIND UP, and ACCOUNTING
MUFEED HAMED, HISHAM HAMED, and	)
PLESSEN ENTERPRISES, INC.,	Ó
Counterclaim Defendants.	
WALEED HAMED, as Executor of the	Civil No. SX-14-CV-287
Estate of MOHAMMED HAMED,	
Plaintiff,	ACTION FOR DAMAGES and
V.	DECLARATORY JUDGMENT
UNITED CORPORATION,	
Defendant.	)
Detendant.	)
WALEED HAMED, as Executor of the	) Civil No. SX-14-CV-278
Estate of MOHAMMED HAMED,	)
Plaintiff,	ACTION FOR DEBT and
V.	) CONVERSION
FATHI YUSUF,	)
Defendant.	ý
Defendant.	

## ORDER

Before the Court is Defendant Yusuf's Motion to Set Aside Lease to KAC357, Inc. Due to Fraud Upon the Court (Motion), filed August 24, 2017; and Plaintiff's Opposition thereto, filed August 29, 2017. The Motion requests that the Court set aside the lease between Plessen Enterprises, Inc. and KAC357, Inc. (Lease) based upon allegations that Plaintiff perpetrated a fraud upon the Court by convincing the Court "that Mohammed Hamed's guaranty of the Lease was a viable alternative to guaranties from the principles of KAC357, Inc., because they claimed that Hamed was worth many millions of dollars," when, in fact, Hamed had allegedly "divested himself

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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.

Judge of the Superior Court

ATTEST: ESTRELLA GEORGE

Clerk of the Court