

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 and Counterclaimants.*

vs.

**WALEED HAMED, WAHEED HAMED,  
MUFEED HAMED, HISHAM HAMED, and  
PLESSEN ENTERPRISES, INC.,**

*Counterclaim Defendants,*

Case No.: **SX-2012-cv-370**

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

JURY TRIAL DEMANDED

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**MOHAMMAD HAMED**,

*Plaintiff,*

vs.

**FATHI YUSUF**,

*Defendant.*

Case No.: **SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

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**MOHAMMAD HAMED**,

*Plaintiff,*

vs.

**UNITED CORPORATION**,

*Defendant.*

Case No.: **SX-2014-CV-287**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

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**REPLY TO YUSUF'S MOTION TO SUBMIT NEW LEASE GUARANTEES**

On December 8, 2017, this Court directed certain Hamed shareholders of KAC, Inc. to personally guarantee that lease within 21 days, which was done on December 18, 2017, with a Notice filed with the Court that day. **Over six weeks later**, Yusuf now wants that Order changed. He asks the Court to require a different form of guarantee signed along with the submission of personal financial statements.

Filing the motion on the same day that the groundhog finally appears is ironic, as this motion is just another replay of this endless Yusuf whining. Aside from being untimely, the Hamed guarantees submitted fully comply with this Court’s Order, while Yusuf’s proposed draft and request for personal financial statements do not.

First, Yusuf’s filing is nothing more than a motion for reconsideration. The time to seek reconsideration (or clarification) under V.I. R. Civ. P. 6-4 of this Court’s December 8<sup>th</sup> Order requiring guarantees to supplement the one of Mohammad Hamed, but making no mention of new terms or personal guarantees, has long passed. Similarly, the time to seek reconsideration under Rule 6-4 of the form of guarantee submitted on December 18, 2017, has long passed as well.

Moreover, the guarantees as submitted, a copy of which is attached to Yusuf’s motion, fully complies with the December 8<sup>th</sup> Order of this Court. In fact, *Yusuf does not suggest otherwise*, he just wants a different one signed, which includes clauses not in the original Mohammad Hamed guarantee (like a waiver of traditional guarantor defenses, a waiver of a jury trial, etc.), *none of which were required by the Court’s December 8<sup>th</sup> Order*.

Moreover, Yusuf’s efforts to obtain the personal financial statements of the guarantors is not only out of time, as noted, but it is simply harassment, as these same individuals are co-shareholders with Yusuf in the landlord corporation (Plessen Enterprises) as well as several other corporations that have substantial holdings (Peter’s Rest, Inc. and Sixteen Plus, Inc.). In fact, Plessen Enterprises currently has in excess of

\$1.5 million according to Yusuf’s accountant, with a monthly income of approximately \$100,000 per month. Of course, Yusuf knows all of this, he just wants to know what new businesses the Hameds are investing in since they are now his competitor in the grocery business, with multiple locations throughout the Virgin Islands.

In short, the motion can be summarily denied for two separate reasons. First, it is both untimely under Rule 6-4. Second, it is without merit since the personal guarantees as submitted fully comply with the December 8<sup>th</sup> Order of this Court.

**Dated:** February 5, 2018

  
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### CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of February, 2018, I served a copy of the foregoing by email as agreed by the parties on:

**Hon. Edgar Ross**

Special Master  
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