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Charlotte Perrell, Esq.
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Via Email Only

RE: *Hamed v Yusuf*, SX-12-CV-370
Notice with Regard to Rule 11, and Inquiry Re Same

Dear Attorney Perrell:

My client has directed that this letter be sent. You and your client are asked to file a correction to a prior statement of fact in a filing—or Hamed will file a Rule 11 motion.

In Yusuf's Opposition to Hamed Motion for Partial Summary Judgment, Yusuf made the following demonstrably false statement at page 3:

D. Evidence of the Agreement and Partial Performance - Tutu Half-Acre No Longer a Partnership Asset after 2011

As partial performance of this agreement, Hamed relinquished his interests to the property in Jordan on July 18, 2011. As to the Tutu Half-Acre, because the record title to it was already in the name of United, an entity solely owed by Yusuf and his family, no further documentation was needed to "transfer" or document Hamed's relinquishment of his partnership interests in the Tutu Half-Acre per the partners' agreement. Hence, during the 2011 to Dissolution Period and, in particular, at the time of the dissolution, the Tutu Half-Acre was not a partnership asset, subject to division.

This directly contradicts prior sworn testimony by Mr. Yusuf in two locations in the document identified as Exhibit 2 to Hamed's Motion for Summary Judgment. (Fathi Yusuf's Answers to Interrogatories, *Hamed v. Yusuf*, SX-12-CIV-377 at 9.)

Shortly thereafter, Mohammed Hamed travelled to Jordan with his son Mufeed Hamed. Responding Party followed them to Jordan to complete the transfer of the property in Jordan. Before Mohammed Hamed transferred the property, Responding Party made it clear, more than once, that his acceptance of the two (2) properties were only for what he had discovered so far, the approximately \$300+ Merrill Lynch deposits, the \$1.3 million (\$2 million less the \$700K he had received) and an estimate of a \$1 million at least, to cover Wally Hamed's gambling habit.

Mohammed Hamed went ahead and transferred his interest in the Jordanian Property, **and was supposed to transfer his interest in the Tutu Park Property, but never did so.**

And further down on that same page:

When Responding Party [Yusuf] asked Waleed Hamed to proceed with the transfer of the Tutu Park property, it is at this point, several months later [in 2011] that Plaintiff Waleed "Wally" Hamed and Plaintiff Mohammed Hamed **refused to transfer not only the second property [Tutu], but also the third property requested as a set-off for the unauthorized transactions.** (Emphasis added.)

Moreover, this comports with the affidavit that Yusuf obtained from a mediator, Bakir Hussein – which could have only come from Yusuf.

7. As to the first dispute, Mr. Yusuf, Waleed Hamed, and Mohammed Hamed agreed that Mr. Yusuf would receive title to two properties in satisfaction of Waleed Hamed's unauthorized withdrawals. The first property is an 8 acre property located in Jordan, and the second property was a 9-10 acre property in Tutu Park.

8. To my knowledge the first property was transferred to Mr. Yusuf, however **to date the second property was not transferred.**

Thus, I would like to know what due diligence was done, what facts were investigated to allow a false Rule 11 representation as to Hamed's relinquishment on July 18, 2011 in direct conflict to prior, sworn testimony.

Sincerely,



Carl J. Hartmann III