

**N THE SUPERIOR COURT OF THE VIRGIN ISLANDS**  
**DIVISION OF ST. CROIX**

**WALEED HAMED**, as Executor of the  
Estate of **MOHAMMAD HAMED**,  
  
Plaintiff/Counterclaim Defendant,

v.

**FATHI YUSUF** and **UNITED CORPORATION**,  
  
Defendants/Counterclaimants,

v.

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

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**WALEED HAMED**, as Executor of the  
Estate of **MOHAMMAD HAMED**,  
  
Plaintiff,

v.

**UNITED CORPORATION**,  
  
Defendant.

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**WALEED HAMED**, as Executor of the  
Estate of **MOHAMMAD HAMED**,  
  
Plaintiff,

v.

**FATHI YUSUF**,  
  
Defendant.

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**CIVIL NO. SX-12-CV-370**

**ACTION FOR INJUNCTIVE  
RELIEF, DECLARATORY  
JUDGMENT, AND  
PARTNERSHIP DISSOLUTION,  
WIND UP, AND ACCOUNTING**

**Consolidated With**

**CIVIL NO. SX-14-CV-287**

**ACTION FOR DAMAGES AND  
DECLARATORY JUDGMENT**

**CIVIL NO. SX-14-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

**FATHI YUSUF and  
UNITED CORPORATION,** )  
 )  
 )  
 Plaintiffs, )  
 )  
 )  
 v. )  
 )  
 )  
 **THE ESTATE OF MOHAMMAD HAMED,** )  
 **WALEED HAMED,** as Executor of the Estate of )  
 Mohammad Hamed, and **THE MOHAMMAD A.** )  
 **HAMED LIVING TRUST,** )  
 )  
 )  
 Defendants. )

**CIVIL NO. ST-17-CV-384**  
  
**ACTION TO SET ASIDE  
FRAUDULENT TRANSFERS**

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**KAC357, INC.,** a USVI Corporation, )  
 )  
 )  
 Plaintiff, )  
 )  
 )  
 v. )  
 )  
 )  
 **FATHI YUSUF,** a partner, and )  
 **THE HAMED-YUSUF PARTNERSHIP** )  
 a/k/a **THE PLAZA EXTRA SUPERMARKET** )  
 **PARTNERSHIP,** )  
 )  
 )  
 Defendants. )

**CASE NO.: SX-18-CV-219**  
  
**ACTION FOR DEBT AND  
UNJUST ENRICHMENT**

**FATHI YUSUF’S OPPOSITION TO  
HAMED’S MOTION FOR PARTIAL SUMMARY JUDGEMENT RE A PORTION OF  
REVISED CLAIM H-141<sup>1</sup> - \$1.5 MILLION CHECK<sup>2</sup> TO YUSUF**

Defendant/Counterclaimant Fathi Yusuf (“Yusuf”) through his attorneys, Dudley Newman Feuerzeig, LLP hereby provides his Opposition to Hamed’s Motion for Partial Summary Judgment Re a Portion of Revised Claim H-141 (sic) - \$1.5 Million Check (sic) to Yusuf as follows:

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<sup>1</sup> This is incorrect and should be H-151.  
<sup>2</sup> This is incorrect, there is not a single check for \$1.5 million.

## **I. Preliminary Procedural Inaccuracies**

### **A. Incorrect Caption**

Hamed incorrectly captions this motion as relating to “Revised Claim H-141- \$1.5 Million Check to Yusuf.” To clarify, it appears that this motion relates to Revised Claim H-“151” – not H-141.

### **B. Incorrect Check References**

Further, there is not a singular check made payable to Yusuf for \$1.5 million as reflected in Hamed’s caption. Rather, Yusuf understands that Revised Claim H-151 relates to various checks and that this Motion for *Partial* Summary Judgment was intended to relate only to two checks written by Waleed Hamed to Fathi Yusuf and his wife, Fawzia Yusuf, endorsed and made payable to Hisham Hamed, each in the amount of \$750,000, which together total \$1.5 million. However, as demonstrated below, the particular checks referenced in this Motion at page 3, Check Numbers 1149 and 1104, were not the two checks that were endorsed to Hisham Hamed (which this Motion relates to). Instead, different two different checks bearing check numbers 1150 and 1105 are the checks which were endorsed to Hisham Hamed.

## **II. Summary of Argument**

Hamed seeks partial summary judgment claiming that checks that Waleed Hamed wrote and signed made payable to Fathi and his wife, which were never cashed by the Yusufs, but instead, were provided and endorsed to Hisham Hamed (as well as Mufeed Hamed) and paid to these Hamed sons, somehow constitutes a “unilateral withdrawal of Partnership funds by Yusuf and must be charged against his Partnership Account.” Hamed Motion, p. 11.

However, Hamed's Motion lacks both factual support and is premised upon flawed logic. First, Yusuf did not receive the funds for his personal use. Rather, these funds were provided to the Hameds. Waleed orchestrated the process and wrote the letters using the words "gift" for what he explained was "tax purposes." Second, the checks were endorsed and paid to Hisham Hamed and Mufeed Hamed – not to the Yusufs. Yusuf and his wife never received the funds. There is no dispute that the Hameds received the funds. Third, it defies logic that, at this stage, in 2011 when the families were already feuding, Fathi Yusuf and Waleed Hamed would have agreed to a removal of funds without an understanding and agreement to an amount that resulted in an equal sum to both families.

As described in greater detail below and reflected in the General Ledger Records for Plaza Extra-Tutu, Yusuf and Waleed (on behalf of Hamed) agreed to the following:

- 1.) As to payments to the Hameds, the Partnership would provide funds to the Hamed sons, Hisham Hamed (the "Two Hisham \$750,000 Checks") and Mufeed Hamed (the "Two Mufeed \$750,000 Checks"). Hence, the Hameds would receive a total of \$3 million.
- 2.) As to payments to the Yusufs, previously, Yusuf had made gifts to two of his children for \$1 million each, totaling \$2 million. Hence, the Yusufs already had received a total of only \$2 million at this point.
- 3.) To even the withdrawals between the families, Yusuf then received an additional \$1 million, which was paid in two checks, to wit: one check to Yusuf for \$500,000 and one check to his wife, Fawzi Yusuf for another \$500,000.
- 4.) The net of these exchanges resulted in the families each having received \$3,000,000.

Hence, it has always been Yusuf's position that no claims can be made as between the partners relating to the Two Hisham \$750,000 Checks or the Two Mufeed \$750,000 Checks, as they agreed and there have been equal and matching withdrawals such that no additional exchanges are required.

As to why the Two Hisham \$750,000 Checks and Two Mufeed \$750,000 Checks provided to the Hameds were written to Yusuf and his wife and then endorsed to the Hameds, Yusuf shows that this was Waleed's suggestion. Hence, Waleed issued and signed the checks, which were then provided and endorsed to Mufeed and Hisham, who cashed the checks by depositing them into their accounts. Yusuf shows that it was not his idea to provide the Hameds the funds in that manner, rather it was Waleed's suggestion, claiming that if the funds were labeled as a "gift," it would have better tax implications. Now, Hamed seeks to use the letters written by Waleed Hamed against Yusuf, to attempt to secure a double recovery (*i.e.* the Hameds received the monies paid to Mufeed and Hisham and now claim those same funds were a withdrawal by Yusuf and thus, should be charged against him and in their favor). However, the letters that Waleed drafted are not dispositive as to the nature and character of the funds or the distribution. Hence, Hamed is not entitled to partial summary judgment as to these checks. Alternatively, at the very least, there exists genuine issues of disputed facts that precludes summary judgment for Hamed.

### **III. Opposition to Hamed's Statement of Undisputed Facts**

1. **Statement 1:** Yusuf admits that Hamed made *claims* for checks payable to Fathi Yusuf, claiming them to be for his personal use. However, Yusuf disputes this and affirms that Yusuf did not receive those funds for his personal use. Further, Yusuf disputes that Check Numbers 1149 and 1104, identified in Hamed's Motion, relate

to funds provided to Hisham Hamed as Hamed contends. Further, Yusuf disputes that the Two Hisham \$750,000 Checks, bearing check numbers 1150 and 1105, signed by Waleed Hamed and endorsed and made payable to Hisham Hamed were for Yusuf's own personal use. *See* Exhibit A - Declaration of Fathi Yusuf, ¶¶10-11,13 and Exhibit A-1—General Ledger for Plaza Extra-Tutu, A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed and Exhibit A-3—Checks 1150 and 1105 with Endorsement Pages of Hisham Hamed attached thereto.

2. **Statement 2:** Disputed. The checks referenced at page 3 of the Motion, bearing check numbers 1149 and 1104 do not relate to funds provided to Hisham Hamed and are not checks referenced by Hoda<sup>3</sup> Hamed in her Affidavits accompanying her Motion to Intervene. *See* Declaration of Fathi Yusuf, ¶¶6-7 and Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed.
3. **Statement 3:** Disputed. The checks at issue are part of a series of checks between the families resulting in each family receiving a total of \$3 million. *See* Declaration of Fathi Yusuf, ¶¶3, 5-6, Exhibit A-1—2011 General Ledger for Plaza Extra-Tutu. Rather, funds were provided to both the Yusuf and Hamed families. In fact, the funds were provided specifically to members of the Hamed family; *i.e.* Hisham Hamed and Mufeed Hamed. Waleed Hamed wrote the checks as evidenced by his signature thereon and they were endorsed and made payable to members of the Hamed family. Thus, the funds were not provided to Yusuf for his personal benefit. Neither Yusuf nor his wife, received any funds from these checks. Rather, they were paid to members of the Hamed family. Neither family has a claim for such proceeds as they

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<sup>3</sup>References to “Hoda Hamed” are to her married name. Her maiden name is “Hoda Yusuf.” To eliminate confusion as to the relationships and last names, Hoda is referred to herein simply by her first name.

- were equally distributed. *See* Declaration of Fathi Yusuf, ¶¶3-4, 10-13, Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed, Exhibit A-3—Checks 1150 and 1105 with Endorsement Pages of Hisham Hamed, and Exhibit A-6—Aug. 2011 Bank Statement for Hisham, bearing \$750,000 deposit.
4. **Statement 4:** Disputed. The letters comprising Hamed’s Exhibits 1 and 2 were drafted by Waleed Hamed and provided to Yusuf and his wife, Fawzia to sign. *See* Declaration of Fathi Yusuf, ¶¶5,8-13, Exhibit A-4—Letter to Mufeed and A-5 attached—Letter to Hisham.
  5. **Statement 5:** Undisputed.
  6. **Statement 6:** Disputed. Hamed offers a double negative statement - “Hamed does not allege that Hisham did not negotiate the checks gifted...” Yusuf shows that Hisham did negotiate two checks totaling \$1.5 million. However, the checks referenced in this Motion are not the checks that were negotiated by Hisham. Rather, Hisham negotiated checks number 1150 and 1105. *See* Declaration of Fathi Yusuf, ¶¶6-13, Exhibit A-1—2011 General Ledger for Plaza Extra-Tutu ,Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed reflecting the endorsement of the checks referenced in this case to Mufeed Hamed. Yusuf disputes that his daughter “Hoda later asserted that these were her funds alone.” *See* Exhibit B -Hoda Motion to Intervene, p. 170, (Affidavit of Hoda Hamed).

**Statement 7:** Disputed. Yusuf shows that the representations made by Hoda in her Motion to Intervene are set forth therein and do not reflect that she claimed the funds were her funds alone. Rather, the entire Motion to Intervene and attached exhibits including various Affidavits from Hoda are attached and are the best evidence as to

her assertions and positions taken therein. To the extent that the Motion to Intervene and attached exhibits are contrary to Hamed's assertions in Statement 7, then they are disputed. *See* Exhibit B -Hoda Hamed Motion to Intervene and attached exhibits.

7. **Statement 8:** Disputed. Yusuf shows that the representations made by Hoda in her Motion to Intervene are set forth therein and do not reflect that she claimed the funds were her funds alone. Rather, the entire Motion to Intervene and attached exhibits including various Affidavits from Hoda are attached and are the best evidence as to her assertions and positions taken therein. To the extent that the Motion to Intervene and attached exhibits are contrary to Hamed's assertions in Statement 8, then they are disputed. *See* Exhibit B-Hoda Hamed Motion to Intervene and attached exhibits.

#### **IV. Yusuf's Counter-Statement of Undisputed Material Facts**

As allowed under Rule 56, "a party opposing summary judgment may, if it elects to do so, state additional facts that the party contends are disputed and material to the motion for summary judgment, presenting one or more genuine issues to be tried" and "[t]he party shall supply affidavit(s) or citations specifically identifying the location(s) of the material(s) in the record relied upon as evidence relating to each such material disputed fact, by number." V.I. R. CIV. P. 56(c)(2)(C). Yusuf submits additional facts that he contends are disputed and material to Hamed's Motion for Partial Summary Judgment as to H-151, which presents one or more genuine issues of material fact to be tried and precludes summary judgment.

1. By July and August of 2011, the partners were already in a dispute, Yusuf had already advised that he wanted the Hameds to vacate the Plaza Extra East premises and to be out by December 2011. *See* Declaration of Yusuf, ¶ 1 and the Master's May 3, 2020 Order, where the Master finds that in 2010-2011, Fathi Yusuf and Waleed Hamed are

- engaged in a dispute over Waleed's misappropriation of funds and his further misrepresentations as to same, pp. 23 and 33 (evidencing that the families and in particular, Fathi Yusuf and Waleed Hamed were in active disputes at this time).
2. At this time in 2011, both Mufeed Hamed and Hisham Hamed (who were married to two of Fathi Yusuf's daughters), had purchased homes and sought to pay the debt on those homes and remodel same. The total amount estimated for each home was \$1.5 million. *See Declaration of Yusuf, ¶ 2.*
  3. Yusuf and Waleed agreed to the following:
    - A. As to payments to the Hameds, the Partnership would provide funds to the Hamed sons, Mufeed Hamed and Hisham Hamed. Hence, the Hameds would receive a total of \$3 million.
    - B. As to a corresponding payment to the Yusufs, previously, Yusuf had made gifts to two of his children for \$1 million each, totaling \$2 million. Hence, the Yusufs had already received a total of only \$2 million at this point.
    - C. To even the withdrawals between the families, Yusuf then received an additional \$1 million, which was paid in two checks, to wit: one check to Yusuf for \$500,000 and one check to his wife, Fawzia Yusuf for another \$500,000.
    - D. The net of these exchanges resulted in the families each having received \$3,000,000.

*See Declaration of Yusuf, ¶3 and Exhibit Exhibit A-1—2011 General Ledger for Plaza Extra-Tutu.*

4. Yusuf has always taken the position that no claims can be made as between the partners relating to these checks as he and Waleed agreed and there had been equal and matching withdrawals such that no additional exchanges are required. *See* Declaration of Yusuf, ¶ 1 and Exhibit A-1—2011 General Ledger for Plaza Extra-Tutu.
5. As to why the checks provided to the Hameds were written to Yusuf and his wife and then endorsed to Mufeed and Hisham, Yusuf shows that this was Waleed’s suggestion. Hence, Waleed issued and signed the checks to Yusuf and his wife, Fawzia, which were then provided and endorsed to Mufeed and Hisham, who then cashed the checks and deposited the funds into their accounts. Yusuf shows that it was not his idea to provide the Hameds the funds in that manner, rather it was Waleed’s suggestion, claiming that if the funds were labeled as a “gift,” it would have better tax implications. *See* Declaration of Yusuf, ¶¶ 5 and 8 and Exhibit A-4—Letter to Mufeed and A-5 attached—Letter to Hisham.
6. Hamed now seeks to use the letters written by Waleed against Yusuf, to attempt to secure a double recovery with the Hameds having received the monies paid to Mufeed and Hisham as well as claiming the same funds should be charged against Yusuf. *See* Declaration of Yusuf, ¶ 9.
7. Waleed prepared the two attached letters for Fathi Yusuf and his wife to sign and he used the “gift” language for what he explained was “tax purposes.” *See* Declaration of Yusuf, ¶¶ 5 and 8 and Exhibit A-4—Letter to Mufeed and A-5 attached—Letter to Hisham.

8. Waleed also issued a series of checks bearing check numbers 1149, to Fathi Yusuf and 1104, to Fawzi Yusuf as well as 1150, to Fathi Yusuf and 1105, to Fawzi Yusuf. *See* Declaration of Yusuf, ¶ 6 and Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed and A-3—Checks 1150 and 1105 with Endorsement Pages of Hisham Hamed.
9. Neither Fathi Yusuf, nor his wife deposited any of the checks for \$750,000 (*i.e.* checks 1149, 1104, 1150 or 1105) and never received any benefit of those funds. *See* Declaration of Yusuf, ¶¶7, 10-11, 13.
10. Rather the checks were endorsed to Mufeed Hamed (the Two Mufeed \$750,000 Checks bearing check numbers 1149 and 1104) and Hisham Hamed (the Two Hisham \$750,000 Checks bearing check numbers 1150 and 1105). *See* Declaration of Yusuf, ¶¶7, 10-11, 13. Documents reflect that Mufeed endorsed the checks 1149 and 1104. *See* Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed. The bank account for Hisham Hamed reflects that at least one of the Two Hisham \$750,000 Checks was deposited into his account in August, 2011. *See* Exhibit A-6—Aug. 2011 Bank Statement for Hisham, bearing \$750,000 deposit.
11. The two Hamed sons, Mufeed and Hisham had been married to two Yusuf daughters. However, those marriages had taken place many years before these checks were issued and then endorsed and paid to them. In the case of Hisham and Hoda, the marriage had occurred nearly 10 years prior to the receipt of these funds. Hence, these funds did not constitute wedding gifts. The reference to “gift” was language prepared by Waleed. *See* Declaration of Yusuf, ¶12 and Exhibit B-Hoda Hamed Motion to Intervene, p. 3 (Affidavit of Hoda Hamed).

12. Hoda's Motion to Intervene in this matter was filed by her counsel, Attorney Kye Walker. The Motion to Intervene makes clear that Hoda is claiming an interest in the marital home by virtue of the marriage and that Hisham Hamed was not free to use or pledge the marital property to secure a bond in this matter. Specifically, the Motion to Intervene provides:

Mrs. Hamed's interest in Plot 100 is a legal one that is significantly protectable. In the Virgin Islands, a "marital homestead" is defined as any homestead in which a husband and wife both reside during the marriage that is owned by one or both of the spouses. V.I. Code Ann. Tit. 33, § 2305(a). Mr. and Mrs. Hamed resided at Plots 65 and 100 as husband and wife during their marriage as evidenced by Mrs. Hamed's sworn statement and the mortgage documents in which they agreed to occupy both Plots 65 and 100 as their principal resident. Exhibit "6", at ¶6. Mrs. Hamed is currently seeking to protect her interest in the marital property in the Superior and Supreme Courts of the Virgin Islands.

*See Exhibit B- Hoda Hamed Motion to Intervene, p. 10.*

13. Hoda does not take the position in her Motion to Intervene that the money was gifted to her "solely". *See Exhibit B – Hoda Hamed Motion to Intervene, p. 10.*

14. Yusuf affirms that the total funds of \$3 million were equally distributed between the two families, that both families were aware of the funds and that the payment to Mufeed and Hisham was for the Hameds, that Waleed Hamed is the one, who orchestrated and wrote the letters, issued the checks and then coordinated the endorsements by Hisham and Mufeed. Yusuf shows that Hamed never sought to receive a corresponding amount, because it was agreed and understood that the funds were already equally shared between the two families, with each receiving a total of \$3 million. Neither Yusuf, nor his wife, Fawzi received the funds from any of the \$750,000 checks. Yusuf did not receive those funds for his personal use. Hence, Yusuf disputes that any claim could be

made for these funds from either family as to these amounts. *See* Declaration of Yusuf, ¶12.

## V. Argument

Rule 56 of Virgin Islands Rules of Civil Procedure (hereinafter “Rule 56”) provides a court reviewing a summary judgment motion must view all inferences from the evidence in the light most favorable to the nonmoving party, and take the nonmoving party's conflicting allegations as true if properly supported. *Williams v. United Corp.*, 50 V.I. 191, 194 (V.I. 2008); *Perez v. Ritz-Carlton (Virgin Islands), Inc.*, 59 V.I. 522, 527 (V.I. 2013). Because summary judgment is “[a] drastic remedy, a court should only grant summary judgment when the ‘pleadings, the discovery and disclosure materials on file, and any affidavits, show there is no genuine issue as to any material fact.’” *Rymer v. Kmart Corp.*, 68 V.I. 571, 575-76 (V.I. 2018) (quoting *Williams v. United Corp.*, 50 V.I. 191, 194 (V.I. 2008)).

There exists a genuine issues of disputed material fact as to whether Yusuf used any of the funds from any of the \$750,000 checks for his personal benefit or whether the funds were ultimately part of an equal and matching withdrawal by members of the Yusuf and Hamed families such that no claim could be made by either party. Consequently, Hamed’s Motion for Partial Summary Judgment should be denied.

### A. Hoda Had an Interest in the Pledged Property by Virtue of Her Marriage as it was the Marital Home, Regardless of Whether She Contributed to It.

Contrary to Hamed’s arguments, Hoda’s claim in her Motion to Intervene was that she had a legitimate interest in the marital property that was being pledged by Hisham for the bond, by virtue of her marriage and thus, had a marital interest in the marital home, not by virtue of the gifting of any funds. Rather, Hoda would have had an interest in the martial property that Hisham Hamed attempted to pledge, whether or not she had made any contributions to the purchase or any

funds had ever been received from her family. Hence, Hoda's attempt to intervene to prohibit the pledging of marital property for which she had an interest, by virtue of her marriage, was not improper or some tactical ploy as Hamed portrays.

**B. Hamed Has No Basis to Contend that the Funds Were For Yusuf's Personal Use.**

In order to grant a summary judgment in this case, Hamed would have the Court believe that Waleed Hamed, who already was in conflict with Fathi Yusuf, voluntarily cut checks to him and his wife for \$750,000 each, totaling \$1.5 million as to the funds at issue in this motion (as well as two more checks for \$750,000 each, totaling an additional \$1.5 million), without any issue or receipt of a corresponding amount for the Hameds. While incomprehensible, it is an even further stretch for Hamed to then ask this Court to believe that Fathi Yusuf and his wife, at this time, intended to "gift" funds solely to the two Hamed sons, Hisham and Mufeed Hamed as reflected in the letters and by their endorsements of the checks without some agreement to do so. Hamed then asks the Court to assess an amount against Yusuf, who turned over the checks directly to two members of the Hamed family, claiming that Yusuf "gifted" monies to them and that Mohammed Hamed should be able to take the same amount out. To be clear – this would mean Yusuf would be giving a total of \$3 million to the Hamed family (by virtue of the checks that were indorsed and paid to Hisham and Mufeed), but, nonetheless, that Hamed should be entitled to take the same corresponding amount because there are no checks issued directly to Mohammed Hamed, who resided in Jordan at the time. Such a leap is too far.

Surely, prior to filing this Motion Hamed had access to evidence surrounding these checks. Hamed could have, but failed to provide any Affidavit from Waleed Hamed, despite the fact that Waleed issued and clearly signed the checks. Hamed failed to provide any Affidavit from Hisham Hamed or Mufeed Hamed despite their cashing of the checks and depositing them into their sole

accounts. Hamed provides no explanation for the fact that the families were already fighting at this point in time and that Waleed would never have allowed nearly \$3 million dollars to be removed by Fathi Yusuf without some type of corresponding payment to the Hameds. Likewise, Fathi Yusuf would never have agreed to simply “gift” a total of \$3 million to the Hameds, with whom he was in an active dispute, without an agreement as to the circumstances surrounding the funds.

Consequently, Hamed has no basis to contend that the checks which were endorsed and paid to two members of the Hamed family, constitute funds solely for the benefit of Yusuf. At the very least, there exists a question of fact as to this issue, precluding partial summary judgment.

**C. Waleed’s Letters Are Not Dispositive as to the Nature and Character of the Withdrawal of the Funds.**

Hamed attempts relies upon the language of the letters as determinative as to the nature and character of the funds removed. This reliance is misplaced. Waleed Hamed wrote those letters. *See Exhibit A- Declaration of Fathi Yusuf, ¶¶5,8,9 and 13.* Waleed Hamed used that language. *Id.* Yusuf has affirmed that Waleed orchestrated the entire transaction and withdrawal. *Id.* Yusuf would never have taken a distribution for the sole purpose of gifting funds to his son-in-laws, who are members of the Hamed family with whom he was currently in a dispute and had demanded that they vacate the Plaza Extra East premises. *Id.* Moreover, Waleed Hamed would never have signed the checks Fathi and his wife, without knowing that those funds were going to be provided to the Hameds. Conversely, if Waleed was concerned Yusuf may remove the funds for his personal use, Waleed could have and would have requested a corresponding withdrawal to the Hameds. Rather, this is an attempt by Hamed to overreach and take advantage of documentation he prepared to use against Yusuf. Hamed now seeks a double recovery; *i.e* keep the funds and then charge it against Yusuf allowing them an additional credit for the same amount.

The sworn testimony of Yusuf demonstrates that the language of the letters does not accurately reflect the nature and character of the funds and thus, creates a genuine issue of material fact, precluding partial summary judgment for Hamed.

### **Conclusion**

For all of the foregoing reasons, Yusuf respectfully requests the Master to deny Hamed's Motion for Partial Summary Judgment as to Revised Claim H-151 as to the checks endorsed and paid to Hisham Hamed, and to rule that this claim should be denied with prejudice. In the alternative, Yusuf requests that the Court determine that there are, at the very least, genuine issues of material fact that preclude partial summary judgment for Hamed.

Respectfully submitted,

**DUDLEY NEWMAN FEUERZEIG, LLP**

**DATED:** April 21, 2023

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of April, 2023, I caused the foregoing **Yusuf's Opposition to Hamed's Motion for Partial Summary Judgment as to H-141 (sic) -\$1.5 Million Check (sic) to Yusuf**, which complies with the page and word limitations of Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

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s/Charlotte K. Perrell

**INDEX OF EXHIBITS**

**Exhibit A** — Declaration of Fathi Yusuf

**Exhibit A-1** 2011 General Ledger for Plaza Extra-Tutu (excerpt)- FY 014837- 2011 STT

**Exhibit A-2** Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed

**Exhibit A-3** Checks 1150 and 1105 with Endorsement Pages of Hisham Hamed

**Exhibit A-4** Letter to Mufeed

**Exhibit A-5** Letter to Hisham

**Exhibit A-6** – Aug. 2011 Bank Statement for Hisham, bearing two \$750,000 deposits

**Exhibit B** – Hoda Hamed's Motion to Intervene with Exhibits including Affidavits of Hoda

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

WALEED HAMED, as Executor of the )  
Estate of MOHAMMAD HAMED, )  
 )  
Plaintiff/Counterclaim Defendant, )

v. )

FATHI YUSUF and UNITED CORPORATION, )  
 )  
Defendants/Counterclaimants, )

v. )

WALEED HAMED, WAHEED HAMED, )  
MUFEED HAMED, HISHAM HAMED, and )  
PLESSEN ENTERPRISES, INC., )  
 )  
Additional Counterclaim Defendants. )

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WALEED HAMED, as Executor of the )  
Estate of MOHAMMAD HAMED, )  
 )  
Plaintiff, )

v. )

UNITED CORPORATION, )  
 )  
Defendant. )

---

WALEED HAMED, as Executor of the )  
Estate of MOHAMMAD HAMED, )  
 )  
Plaintiff, )

v. )

FATHI YUSUF, )  
 )  
Defendant. )

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**CIVIL NO. SX-12-CV-370**

**ACTION FOR INJUNCTIVE  
RELIEF, DECLARATORY  
JUDGMENT, AND  
PARTNERSHIP DISSOLUTION,  
WIND UP, AND ACCOUNTING**

**Consolidated With**

**CIVIL NO. SX-14-CV-287**

**ACTION FOR DAMAGES AND  
DECLARATORY JUDGMENT**

**CIVIL NO. SX-14-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

**FATHI YUSUF and**  
**UNITED CORPORATION,**  
  
Plaintiffs,  
  
v.  
  
**THE ESTATE OF MOHAMMAD HAMED,**  
**WALEED HAMED,** as Executor of the Estate of  
Mohammad Hamed, and **THE MOHAMMAD A.**  
**HAMED LIVING TRUST,**  
  
Defendants.

**CIVIL NO. ST-17-CV-384**  
  
**ACTION TO SET ASIDE**  
**FRAUDULENT TRANSFERS**

---

**KAC357, INC.,** a USVI Corporation,  
  
Plaintiff,  
  
v.  
  
**FATHI YUSUF,** a partner, and  
**THE HAMED-YUSUF PARTNERSHIP**  
a/k/a **THE PLAZA EXTRA SUPERMARKET**  
**PARTNERSHIP,**  
  
Defendants.

**CASE NO.: SX-18-CV-219**  
  
**ACTION FOR DEBT AND**  
**UNJUST ENRICHMENT**

**DECLARATION OF FATHI YUSUF**

I, Fathi Yusuf, pursuant to 28 U.S.C. § 1746, and V.I.R. Civ. P. 84, declare under the penalties of perjury, that the following is true and correct:

1. By July and August of 2011, Hamed and I were already in a dispute. I had already advised that I wanted the Hameds to vacate the Plaza Extra East premises and to be out by December 2011.
2. At this time in 2011, both Mufeed Hamed and Hisham Hamed (who were married to two of Fathi Yusuf's daughters), had purchased homes and sought to pay the debt on

those homes and remodel same. The total amount estimated for each home was \$1.5 million.

3. Waleed and I agreed to the following:
  - A. As to payments to the Hameds, the Partnership would provide funds to the Hamed sons, Mufeed Hamed and Hisham Hamed. Hence, the Hameds would receive a total of \$3 million.
  - B. As to a corresponding payment to the Yusufs, previously, I had made gifts to two of my children for \$1 million each, totaling \$2 million. Hence, the Yusufs had already received a total of only \$2 million at this point.
  - C. To even the withdrawals between the families, we agreed that I would then receive an additional \$1 million, which was paid in two checks, to wit: one check to me for \$500,000 and one check to my wife, Fawzia Yusuf for another \$500,000.
  - D. The net of these exchanges resulted in the families each having received \$3,000,000.

These payments are reflected in the General Ledger for Plaza Extra-Tutu. *See* Exhibit A-1—2011 General Ledger for Plaza Extra-Tutu.

4. I have always taken the position that no claims can be made as between the partners relating to these checks as Waleed and I agreed and there had been equal and matching withdrawals such that no additional exchanges are required.
5. It was Waleed Hamed's suggestion to make the payments to the Hameds with checks written to me and my wife and then have them endorsed to Mufeed and Hisham. Waleed Hamed prepared the two attached letters for me and my wife to sign and he

- used the “gift” language for what he explained was “tax purposes.” *See* Exhibit A-4—Letter to Mufeed and A-5 attached—Letter to Hisham.
6. Wally also issued and signed a series of checks bearing check numbers 1149, to myself and 1104, to Fawzia Yusuf as well as 1150, to myself and 1105, to Fawzia Yusuf. *See* Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed and A-3—Checks 1150 and 1105 with Endorsement Pages of Hisham Hamed attached.
  7. Those checks were then provided to and endorsed to Mufeed (as to checks 1149 and 1104) and Hisham (as to checks 1150 and 1105), who then cashed the checks and deposited the funds into their accounts. *See* Exhibit A-2—Checks 1149 and 1104 with Endorsement Pages of Mufeed Hamed and A-3—Checks 1150 and 1105 with Endorsement Pages of Hisham Hamed attached.
  8. It was not my idea to provide the Hameds the funds in that manner, rather it was Waleed’s suggestion, claiming that if the funds were labeled with the letters as a “gift,” it would have better tax implications. *See* Exhibit A-4—Letter to Mufeed and A-5 attached—Letter to Hisham.
  9. Hamed now seeks to use the letters written by Waleed against me, to attempt to secure a double recovery with the Hameds having received the monies paid to Mufeed and Hisham as well as claiming the same funds should be charged against me.
  10. Neither I, nor my wife deposited any of the checks for \$750,000 (*i.e.* checks 1149, 1104, 1150 or 1105) and never received any benefit of those funds.
  11. Rather the checks were endorsed and paid to Mufeed Hamed (as to check numbers 1149 for \$750,000 and 1104 for \$750,000) and Hisham Hamed (as to check numbers

1150 for \$750,000 and 1105 for \$750,000). *See* Exhibits A-2 and A-3. Documents reflect that Mufeed endorsed the checks 1149 and 1104. *See* Exhibit A-2. The bank account for Hisham Hamed reflects that the checks that were deposited into his account in August, 2011. *See* Exhibit A-6—Aug. 2011 Bank Statement for Hisham, bearing two \$750,000 deposits.

12. The two Hamed sons, Mufeed and Hisham had been married to two of my daughters. However, those marriages had taken place many years before these checks were issued and then endorsed and paid to them. In the case of Hisham and Hoda, the marriage had occurred nearly 10 years prior to his receipt of these funds. Hence, these funds did not constitute wedding gifts. The reference to “gift” was language prepared by Waleed.

13. I affirm that the total funds of \$3 million were equally distributed between the two families, that both families were aware of the funds and that the payment to Mufeed and Hisham was for the Hameds, that Waleed Hamed is the one, who orchestrated and wrote the letters, issued the checks and the coordinated the endorsements by Hisham and Mufeed and that Hamed never sought to receive a corresponding amount, because it was agreed and understood that the funds were already equally shared between the two families, with each family receiving a total of \$3 million. Neither I, nor my wife, Fawzi received the funds from the \$750,000 checks. I did not receive those funds for my personal use. Hence, I dispute that any claim could be made for these funds from either family as to these amounts.

Dated: April 20, 2023



\_\_\_\_\_  
Fathi Yusuf

Account ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
84912	271200-00 Additional Paid in Capital	12/31/11	J02-JFG Recl	GENJ	Reclass Dept 20 items to facilitate conversion mapping to new chart of accounts	3,713,801.90		
84913	271200-00 Additional Paid in Capital				Change	3,713,801.90	3,588,993.00	124,808.90
84914	271510-10 Shareholders' Distributor	1/1/11			Beginning Balance			7,247,820.72
84915	271510-10 Shareholders' Distributor	1/1/11	CPA #1	GENJ	CPA's ADJ #1 2010		7,247,821.00	
84916	271510-10 Shareholders' Distributor	8/31/11	AJE 3	GENJ	Rec Distribution to Fathi Yusuf paid from STX East Telecheck Ck#1149	750,000.00		
84917	271510-10 Shareholders' Distributor	8/31/11	AJE 3	GENJ	Rec Distribution to Fathi Yusuf paid from STX East Telecheck Ck#1150	750,000.00		
84918	271510-10 Shareholders' Distributor	8/31/11	AJE 5	GENJ	Rec Distribution to Fawzia Yusuf paid from STX WEST Telecheck acct Ck#1105	750,000.00		
84919	271510-10 Shareholders' Distributor	8/31/11	AJE 5	GENJ	Rec Distribution to Fawzia Yusuf paid from STX WEST Telecheck acct Ck#1104	750,000.00		
84920	271510-10 Shareholders' Distributor	9/30/11	AJE 3	GENJ	Rec Distribution to Fathi Yusuf paid from STX EAST Telecheck Ck#1146	500,000.00		
84921	271510-10 Shareholders' Distributor	9/30/11	AJE 5	GENJ	Record Distribution to Fawzia Yusuf Sept 2011 Ck#1107	500,000.00		

Hisham Hamed funds

Mufeed Hamed Funds

Yusuf Matching Withdrawal + Prior \$2 million

Total Hamed Funds:  
\$3,000,000

Total Yusuf Funds:  
\$3,000,000

Plaza Extra Supermarket  
340-719-1870  
14 Estate Plessen  
Fsted, St Croix, USVI 00840

1104  
101-806/216

PAY TO THE ORDER OF Fawzia Yusuf \$ 750,000.00  
Seven hundred fifty thousand dollars 00/100 DOLLARS

DATE \_\_\_\_\_

Scotiabank  
THE BANK OF NOVA SCOTIA  
ST. CROIX, U.S. VIRGIN ISLANDS

FOR Distribution

Waleed

⑆00⑆1⑆10⑆⑆ ⑆02⑆606069⑆ 058⑆600929⑆18⑆

Signed by  
Waleed Hamed

UNITED CORPORATION D/B/A  
PLAZA EXTRA  
340-778-6240  
PO BOX 763  
CHRISTIANSTED, USVI 00821-0763

1149  
101-806/216

Pay to the Order of Fathi Yusuf \$ 750,000.00  
Seven hundred fifty thousand dollars 00/100 DOLLARS

DATE \_\_\_\_\_

Scotiabank  
THE BANK OF NOVA SCOTIA  
ST. CROIX, U.S. VIRGIN ISLANDS

FOR Distribution

Waleed

⑆00⑆1⑆149⑆ ⑆02⑆606069⑆ 058⑆600864⑆13⑆

Signed by  
Waleed

HAMD607614

Confidential  
Protective Order

Mufeed Hamed  
Pay to Mufeed Hamed  
Mufeed Hamed

Endorsed to  
Mufeed Hamed  
- "Pay to: Mufeed  
Hamed"

Mufeed Hamed  
Pay to Mufeed Hamed  
Mufeed Hamed

Endorsed to  
Mufeed Hamed  
- "Pay to: Mufeed  
Hamed"

HAMD607615

Confidential  
Protective Order

Plaza Extra Supermarket  
340-719-1870  
14 Estate Plessen  
F'sted, St Croix, USVI 00840

1105

101-606/216

PAY TO THE ORDER OF

DATE 8/22/11

FAWZIA YOUSUF

\$ 750,000.00

Seven Hundred Fifty Thousand Dollars 200 00/100

Scotiabank  
THE BANK OF NOVA SCOTIA  
ST. CROIX, U.S. VIRGIN ISLANDS

FOR Distribution

*Wmpt*

⑆001105⑆ ⑆021606069⑆ 058⑆60092918⑆

UNITED CORPORATION D/B/A  
PLAZA EXTRA  
340-778-6240  
PO BOX 763  
CHRISTIANSTED, USVI 00821-0763

1150

101-606/216

Date 8/22/11

To The Order Of

FATHI YOUSUF

\$ 750,000.00

Seven Hundred Fifty Thousand Dollars 200 00/100

Scotiabank  
THE BANK OF NOVA SCOTIA  
ST. CROIX, U.S. VIRGIN ISLANDS

FOR Distribution

*Wmpt*

⑆001150⑆ ⑆021606069⑆ 058⑆60086413⑆

4/20/14  
Pay To: Hishon Homed

Pay To: Hishon Homed

Exhibit A-4

Fathi Yusuf  
PO Box 503358  
St. Thomas, USVI 00805

July 1, 2011

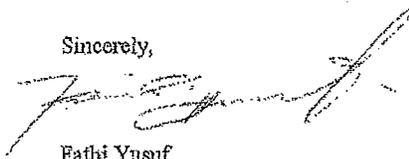
Mufeed Hamed  
PO Box 763  
Christiansted, USVI 00821

Dear Mufeed:

This correspondence will acknowledge and memorialize my conveyance today of a gift in the amount of \$750,000 to you.

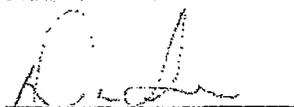
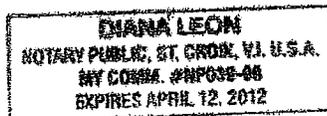
I am giving you the unrestricted right to the immediate use of this money for whatever purpose you desire. I expect no repayment of this gift from me, whether in the form of cash, property, or future services.

Sincerely,



Fathi Yusuf

Sworn to before me this  
1 day of July, 2011

  
Notary Public

HAMD607613

Confidential  
Protective Order

Exhibit A-5

Fathi Yusuf  
PO Box 503358  
St. Thomas, USVI 00805

July 1, 2011

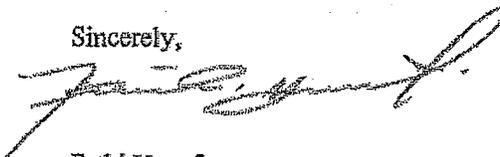
Hisham Hamed  
PO Box 763  
Christiansted, USVI 00821

Dear Hisham:

This correspondence will acknowledge and memorialize my conveyance today of a gift in the amount of \$750,000 to you.

I am giving you the unrestricted right to the immediate use of this money for whatever purpose you desire. I expect no repayment of this gift from me, whether in the form of cash, property, or future services.

Sincerely,

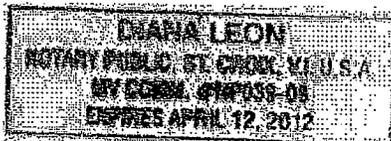
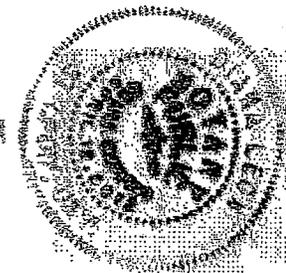


Fathi Yusuf

Sworn to before me this  
1 day of July, 2011



Notary Public



HAMD594276

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMED HAMED, by his authorized  
agent WALEED HAMED,

Plaintiff,

v.

FATHI YUSUF and UNITED  
CORPORATION,

Defendants.

CIVIL NO. SX-12-CV-370

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

**JURY TRIAL DEMANDED**

14 MAR 12 A11 :05

**HODA FATHI YUSUF HAMED'S MOTION FOR LEAVE TO INTERVENE**

**COMES NOW** Proposed Intervenor Hoda Fathi Yusuf Hamed (hereinafter "Hoda Hamed" or "Mrs. Hamed"), by and through her undersigned counsel, and hereby files this Motion to Intervene for the *limited* purpose of objecting to the posting of Plot 100 Eliza's Retreat to secure the bond requirement issued against the Plaintiff in the above-captioned action. See, *Mountain Top Condominium Assoc. v. Dave Stabber Master Builder, Inc.*, 72 F.3d 361, 368 (3d Cir. 1995)(stating "[p]roposed intervenors need not have an interest in every aspect of the litigation. They are entitled to intervene as to specific issues so long as their interest in those issues is significantly protectable."). Mrs. Hamed contends that she has an interest in Plot 100 as it is marital property subject to distribution by the divorce court and that Plot 100 was posted as a bond in this matter without her knowledge or consent. As such, Mrs. Hamed submits that, as a matter of law, her interest in Plot 100 is sufficient to support intervention as a matter of right under Federal Rule of Civil Procedure 24(a)(2), which is applicable to this Court



through Superior Court Rule 7. See generally, *Anthony v. Independent Insurance Advisors, Inc.*, S.Ct. Civ. No. 2010-0002, 2012 WL 1313413 (V.I. 2012). In the alternative, Mrs. Hamed seeks permissible intervention under Rule 24(b)(1). See, *American Farm Bureau Federation v. U.S. EPA*, 278 F.R.D. 98, 111 (M.D.Pa. 2011)(stating, “[e]ven if the Movants were not entitled to intervene as of right, the court is satisfied that permissive intervention would be warranted . . .”). Mrs. Hamed cites the following points and authorities in support of this motion.

### **BACKGROUND**

#### ***Mohamed Hamed v. Fathi Yusuf, et. al., SX-12-CV-370***

Plaintiff initiated the current action on September 17, 2012. **Exhibit “1”**, Docket Sheet. On April 25, 2013, this Court granted Plaintiff’s motion for preliminary injunction and set bond at \$25,000.00, which Defendants ultimately appealed to the Supreme Court.

On December 5, 2013 this Court, acting on remand from the Supreme Court, increased the amount of the bond associated with the preliminary injunction and ordered the Plaintiff to post \$1,200,000.00 less credit for the \$25,000.00 previously posted as security to pay costs and damages sustained by Defendants in the event they are found to have been wrongfully enjoined. Plaintiff attempted to satisfy the revised bond requirement by posting an assignment of cash receivables in ByOrder Investments, LLC, an assignment of interest in Plessen Enterprises, Inc. and other funds outside the control of Plaintiff and this Court. The Defendants successfully challenged Plaintiff’s attempt to satisfy the bond requirement. See, Order dated January 15, 2014.

On January 30, 2014, Plaintiff filed a notice with the Court pledging real property, of which Mrs. Hamed has an interest, to satisfy the bond requirement. See, Notice of Posting Additional Bond dated January 30, 2014. The property is mischaracterized in the notice as “unencumbered Real Property by Hisham M. Hamed, pledging Plot No. 100 Eliza’s Retreat.” *Id.* The property is not unencumbered as described by the Plaintiff and Hisham Hamed, but rather is marital property of which Mrs. Hamed has an interest and as evidenced by the documents on file with the Recorder of Deeds and the pending divorce action between Hisham and Hoda Hamed.

***Marriage of Hisham and Hoda Hamed***

Hisham Hamed married Hoda Hamed during a formal Islamic ceremony before their Mosque leader on May 7, 1999. **Exhibit “2”**, Affidavit of Hoda Hamed dated June 7, 2013, at ¶3. The marriage was performed in accordance with Islamic law, and a marriage certificate was issued by the Mosque, in its role as part of the Virgin Islands International Islamic Society, Inc. *Id.* The marriage certificate was witnessed by Waleed Hamed and Mohammed Hannun, and signed by Hisham and Hoda Hamed as husband and wife. *Id.*, at ¶ 4. Another ceremony was held on July 18, 1999. *Id.* The second ceremony was attended by the Arabic community and the couple’s family and friends. *Id.*

At the signing of the Marriage Certificate in 1999, Hoda Hamed’s father, Fathi Yusuf, congratulated Hisham Hamed and informed him that he was now responsible for protecting Hoda Hamed and looking after her welfare. Exhibit “2”, at ¶ 6.

The couple had four children and lived together as husband and wife for almost fourteen years until Hisham Hamed moved out of the parties’ marital home in

November, 2012. **Exhibit "3"**, Affidavit of Hoda Hamed dated September 30, 2013, at ¶ 4.

***History of Plot 100, Eliza's Retreat***

Approximately ten years after the couple's marriage ceremony, Hisham Hamed negotiated and executed the purchase of Plots 65 and 100 Eliza's Retreat (hereinafter "marital property") from the Richard L. Davis Trust as evidenced by the Warranty Deeds dated July 12, 2010. **Exhibits "4" and "5"**, respectively. The structure comprising the marital home is located on Plot 65, which is immediately adjacent to the northern boundary of Plot 100. The purchase of the marital property was financed by a mortgage from Banco Popular in the amount of \$860,000.00. **Exhibit "6"**, Mortgage documents regarding Plots 65 and 100 Eliza's Retreat dated July 23, 2010 and recorded with the Recorder of Deeds on July 23, 2010. The mortgage was secured by the marital property and both Hisham and Hoda Hamed are the borrowers. *Id.*, at p. 1. The mortgage required Hisham and Hoda Hamed to occupy both Plots 65 and 100 as their primary residence, which the Hameds did up until November, 2012 when Hisham Hamed moved out of the marital home. *Id.*, at ¶ 6. Hisham Hamed executed the mortgage documents on his behalf and on behalf of Hoda Hamed pursuant to a power of attorney executed by Hoda Hamed in which she states in relevant part that she "appoint my husband, Hisham M. Hamed . . . as my true and lawful attorney in fact, to represent and act for me in my name, place and stead in the matters and affairs described herein." **Exhibit "7"**, Power of Attorney executed by Hoda Hamed dated July 22, 2010 and recorded with the Recorder of Deeds on July 23, 2010. The Power of Attorney executed by Mrs. Hamed allowed for Hisham Hamed to purchase Plots 65 and

100 in his name at the sale price of \$995,000.00 and \$100,000.00 and to use title to both plots to secure the mortgage. *Id.*

Approximately a year later, on or about July 1, 2011, the parents of Hoda Hamed, Fahti and Fawzia Yusuf, gifted Hisham and Hamed \$1.5 million. The gift was made as a result of Hisham Hamed's marriage to Hoda Hamed and the proceeds of the gift were used to pay off the mortgage, which encumbered the marital property and to make renovations to the marital home. The mortgage was paid in full in 2011 and the release of the mortgage was recorded on September 21, 2011. **Exhibit "8"**, Release of mortgage dated September 21, 2011. Although the mortgage, power of attorney, and release were all recorded with the Recorder of Deeds at or near the time they were executed, none of these documents appear in the title report attached to Plaintiff's Notice of Posting Additional Bond nor did Plaintiff or Hisham Hamed disclose the existence of these documents to the Court.

***Hoda Fathi Yusuf Hamed v. Hisham Mohammed Hamed, SX-13-DI-42***

Hisham Hamed moved out of the marital home he shared with his wife and four children in or about November, 2012. Exhibit "3", Affidavit of Hoda Hamed dated September 30, 2013, at ¶ 4. After much back and forth and Mrs. Hamed's repeated attempts to save the couple's marriage, she filed for divorce on March 21, 2013. See, Complaint in *Hamed v. Hamed*, SX-13-DI-42. Mrs. Hamed advised her attorney at the time that the marital home was located on Plot 65, but neglected to inform her counsel that Plot 100 was also part of the marital estate as Hisham Hamed possessed all of the family business records and was charged with executing the purchase of both Plots 65 and 100. **Exhibit "9"**, Affidavit of Hoda Hamed dated February 27, 2014, at ¶ 5. In the

Islamic culture, it is customary for the husband to handle the family's business affairs; therefore, Mrs. Hamed gave Hisham Hamed power of attorney to negotiate the purchase of Plots 65 and 100 and Mr. and Mrs. Fathi Yusuf gifted the funds used to purchase the marital home to Hisham Hamed for the benefit of both Hisham and their daughter. *Id.*, at ¶ 6. As a result of being far removed from the family's business affairs, Mrs. Hamed neglected to list Plot 100 as marital property when she filed her Complaint for divorce as she did not have copies of the warranty deeds, mortgage documents or powers of attorney when she met with her counsel. *Id.* After filing the action for divorce, counsel for Mrs. Hamed recorded a Notice of *Lis Pendens* against Plot 65, but did not, at that time, record a similar notice against Plot 100. **Exhibit "10"**, *Lis Pendens* regarding Plot 65 dated March 22, 2013 and recorded March 22, 2013.

Hisham Hamed responded to the divorce complaint by filing a Motion to Dismiss in which he asserts that the divorce court lacked subject matter jurisdiction because the parties never executed a marriage license and were therefore never married in accordance with Virgin Islands law. See, Motion to Dismiss in *Hamed v. Hamed*, SX-13-DI-42, dated April 18, 2013. Hisham Hamed requested dismissal of the divorce claim and cancellation of the *Lis Pendens* filed against Plot 65. *Id.* Hisham Hamed further requested that the divorce action be allowed to proceed to address matters of child custody only. *Id.* Mrs. Hamed opposed the Motion to Dismiss. See, Opposition to Motion to Dismiss Complaint and Cross Motion for Partial Summary Judgment, in *Hamed v. Hamed*, SX-13-DI-42.

On January 31, 2014, the Family Division granted Hisham Hamed's Motion to Dismiss, but declined to grant the relief requested in his motion. See, Order in *Hamed*

*v. Hamed*, SX-13-DI-42, dated January 31, 2014. Rather, the Family Court dismissed the divorce action in its entirety thereby allowing the immediate appeal of the dismissal. Mrs. Hamed appealed the dismissal of the divorce action on February 4, 2014. See, Notice of Appeal in *Hamed v. Hamed*, SX-13-DI-42, dated February 4, 2014. On February 25, 2014, Mrs. Hamed learned that the appeal was dismissed for failure to pay the docketing fee. See, Order in *Hamed v. Hamed*, S. Ct. 2014-0008, dated February 25, 2014. Upon realizing that her counsel's courier had not deliver the check for the docketing fee to the Court, Mrs. Hamed immediately filed a Motion to Set Aside the Dismissal Order and delivered a check for the docketing fee, which was accepted by the Court and deposited into its account. Both the motion to set aside the order of dismissal and the payment of the docketing fee occurred within the thirty (30) day period for appealing the lower court's dismissal of the divorce action. The Hameds are now awaiting the Supreme Court's decision on the motion to set aside the appeal.

On or about February 5, 2014, after she had appealed the dismissal of the divorce action, Mrs. Hamed learned of Plaintiff's intent to post Plot 100 as part of the bond in the above-captioned case and immediately recorded a *Lis Pendens* against Plot 100 to alert potential purchasers of Mrs. Hamed's interest in Plot 100. **Exhibit "11"**, *Lis Pendens* dated and recorded February 5, 2014.

Mrs. Hamed now seeks to protect her interest in Plot 100 by filing a Motion to Intervene for the limited purposes of objecting to the posting of a portion of her marital property to satisfy the bond in the matter *sub judice*.

### **DISCUSSION**

Federal Rule of Civil Procedure 24 governs motions to intervene. A movant may

intervene as of right pursuant to Rule 24(a) or if granted permission under Rule 24(b).

In this instance, Mrs. Hamed is entitled to intervene under either section of Rule 24.

**I. Mrs. Hamed May Intervene As of Right.**

The Supreme Court of the Virgin Islands adopted the Third Circuit's four pronged standard for determining a motion to intervene as of right. *Anthony*, at \*4 (citing *Harris v. Pernsley*, 820 F.2d 592, 596 (3d Cir. 1987)). Mrs. Hamed bears the burden of persuading this Court that: 1) her motion to intervene is timely; 2) she has sufficient interest in the litigation; 3) her interest may be affected or impaired, as a practical matter by the disposition of the action; and 4) her interest is not adequately represented by an existing party in the litigation. *Id.* Mrs. Hamed easily meets all four requirements of the standard. *Mountain Top Condo*, at 366.

**A. The motion to intervene is timely.**

The timeliness of a motion to intervene is determined from all the circumstances. *Mountain Top*, at 396 (citing *In re Fine Paper Antitrust Litig.*, 695 F.2d 494, 500 (3d Cir. 1982)). To determine whether the motion is timely, this Court must consider: 1) the stage of the proceeding; 2) the prejudice that delay may cause; and 3) the reason for the delay. *Id.* The passage of time does not render a motion to intervene untimely. *Anthony*, at \*5. Rather, the Court must look to the stage of the proceeding as it relates to the question of prejudice caused by a delay in intervention. *Id.*, (citing *Mountain Top*, at 370). This Court should be reluctant to deny the motion to intervene solely due to untimeliness given the otherwise important interest a proposed intervenor by right would be denied. *Anthony*, at \*5.

The docket sheet in this matter indicates that this action was initiated on

September 17, 2012 and that the case is in the discovery stage of litigation. The docket sheet also shows that over 300 documents have been filed and/or issued in this matter. While the docket sheet reflects that substantial litigation has already occurred, the Court must remain cognizant of the limited purpose for which Mrs. Hamed seeks to intervene.

In this instance, Mrs. Hamed motion to intervene is timely because it is filed for the limited purpose of objecting to the Plaintiff's posting of her marital property as a bond in this case. The specific issue concerning the posting of Plot 100 just recently became an issue when Plaintiff posted the marital property less than a month ago. In addition, the issues concerning the propriety of using Plot 100 to secure the bond does not require the exchange of discovery as all documents relevant to Mrs. Hamed's interest in Plot 100 is on record with the Recorder of Deeds office and is otherwise attached as exhibits to this motion. The issue raised by Mrs. Hamed's objection is a legal one, which requires limited factual inquiry. Moreover, when considering a motion to intervene, the Court must accept the movant's well-pleaded allegations as true, making no determination as to the merits of the issues in dispute. *See, Oneida Indian Nation of Wisc. v. New York*, 732 F.2d 261, 265 (2d Cir. 1984). Therefore, there has been no delay with the filing of the motion to intervene and Plaintiff does not suffer any prejudice with regards to his underlying claims as a result of Mrs. Hamed's request to intervene. *See, Sackman v. Liggett Group, Inc.*, 167 F.R.D. 6, 20 (E.D.N.Y. 1996)(explaining, "[w]hile the plaintiffs may argue that the putative intervenors may have unnecessarily delayed their efforts to enter this lawsuit, the Court finds that because these Rule 24 motions are for the limited purpose of objecting the Judge Boyle's March 19, 1996 decision (sic), any delay is negligible."); *see also, Swann v. City of Dallas*, 172

F.R.D. 211, 213 (N.D. Tex. 1997)(filing of motion to intervene for purposes of modifying supersedeas bond five months after bond is filed was timely.

**B. Mrs. Hamed has a sufficient interest in the litigation.**

Rule 24(a)(2) generally requires a proposed intervenor to demonstrate “an interest relating to the property . . . that is the subject of the action . . . .” The Third Circuit has held that “proposed intervenors need not have an interest in every aspect of the litigation. They are entitled to intervene as to specific issues so long as their interest in those issues is significantly protectable.” *Mountain Top*, 72 F.3d at 368. The interest must be “a legal interest as distinguished from interests of a general and indefinite character”. *Donaldson v. United States*, 400 U.S. 517 (1971). Therefore, there must be a “tangible threat to a legally cognizable interest to have the right to intervene.” *Id.*; see also, *Mountain Top*, 72 F.3d at 366.

Mrs. Hamed’s interest in Plot 100 is a legal one that is significantly protectable. In the Virgin Islands, a “marital homestead” is defined as any homestead in which a husband and wife both reside during the marriage that is owned by one or both of the spouses. V.I. CODE ANN. tit. 33, § 2305(a). Mr. and Mrs. Hamed resided at Plots 65 and 100 as husband and wife during their marriage as evidenced by Mrs. Hamed’s sworn statements and the mortgage documents in which they agreed to occupy both Plots 65 and 100 as their principal residence. Exhibit “6”, at ¶ 6. Mrs. Hamed is currently seeking to protect her interest in the marital property in the Superior and Supreme Courts of the Virgin Islands.

The issue raised by Hisham Hamed in the divorce court – whether the Hameds’ union is recognized as a marriage under law in the absence of a marriage license –

does not diminish Mrs. Hamed's interest in Plot 100 as the property is still subject to distribution in a separate civil action if the Supreme Court finds that the Family Division lacks jurisdiction to distribute the property. *Armstrong v. Armstrong*, 266 F.Supp.2d 385, 393 (D.V.I. 2003); *see also, Fuentes v. Fuentes*, CIV. NO. 089/1995, 1997 WL 889532, at \*4 (Sup. Ct. May 12, 1997)(stating, "[r]eal property owned by the couple, other than the marital homestead is divided by way of a civil partition action.").

This Court should conclude that Mrs. Hamed has a significantly protectable interest in Plot No. 100.

**C. Mrs. Hamed's interest may be affected by the disposition of the action.**

Mrs. Hamed is further required to show that her interest in Plot 100 might be affected or impaired by the disposition of the current action. FED. R. CIV. P. 24(a)(2); *see also, Mountain top*, at 368.

Plaintiff posted Plot 100 as security for the preliminary injunction issued by this Court on April 25, 2013. The purpose of the security is to reimburse the Defendants for costs and damages they may sustain if they were found to have been wrongfully enjoined or restrained. FED. R. CIV. P. 65(c). This Court has already determined that Defendants stand to lose considerable sums in monetary damages, which far exceeds the value of Plot 100. Therefore, the posting of Plot 100 necessarily means that Mrs. Hamed stands to lose her interest in the property as a result of an action to which she is not a party and through no fault of her own.

**D. Mrs. Hamed's interest is not adequately represented by an existing party in the litigation.**

The United States Supreme Court has held that a movant's burden of showing

her interest is not adequately represented by an existing party to this litigation should be treated as minimal. *Trbovich v. United Mine Workers*, 404 U.S. 528, 538 n. 10 (1972). The Court must look to how the interest of the proposed intervenor compares with the interest of the present parties. 7C WRIGHT, MILLER & KANE, FEDERAL PRACTICE & PROCEDURE § 1909 (cited in *Mountain Top*, at 368-369). If the interest of the proposed intervenor is not represented at all, then she is not adequately represented. *Id.*

Neither of the parties' interests in this litigation is consistent with Mrs. Hamed's interest in protecting and preserving her marital property. As such, the fourth factor weighs in favor of granting Mrs. Hamed leave to intervene in this action.

**II. In the Alternative, Mrs. Hamed Should be Permitted to Intervene.**

Permissive intervention should be allowed when a movant's claim has a question of law or fact in common with the main action. FED. R. CIV. P. 24(b)(2). The Court has a responsibility to ensure that the property being posted to secure the preliminary injunction is sufficient to cover any damages to Defendants if they are later found to have been wrongfully enjoined. In this instance, Mrs. Hamed's interest in her marital property and objection to the posting of any portion of that property to secure the preliminary injunction is consistent with the Court's obligation to make sure the preliminary injunction in the main action is properly secured. Therefore, Mrs. Hamed's claim shares a common question of law or fact with the main action.

**CONCLUSION**

Mrs. Hamed's request to intervene satisfies all four prongs of the intervention of right standard. In the alternative, her claim of interest in Plot 100 shares a common question of law or fact with the main action as the Court has an obligation to ensure that

the property posted to secure the preliminary injunction is unencumbered and otherwise sufficient to compensate the Defendants for any damages incurred as a result of being wrongfully enjoined.

**WHEREFORE**, and for the foregoing reasons, Proposed Intervenor, Hoda Fathi Yusuf Hamed, respectfully requests that her Motion for Leave to Intervene be **GRANTED**.

Respectfully Submitted,

THE WALKER LEGAL GROUP  
*Counsel for Intervenor*

DATED: March 12, 2014

BY:  \_\_\_\_\_

Kye Walker, Esq.  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 12, 2014, a true and correct copy of **HODA FATHI YUSUF HAMED'S MOTION FOR LEAVE TO INTERVENE** was served upon the following parties or their counsel as noted below:

**Joel Holt, Esq.**

Law Offices of Joel H. Holt  
2132 Company Street  
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*Counsel for Plaintiff*

**VIA HAND DELIVERY**

**Carl J. Hartmann III, Esq.**

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Miami, FL 33131

**VIA U.S. MAIL**

BY: \_\_\_\_\_



Docket #	Date Stamped	ATTN	Description	Comment
324	2/24/2014 9:34 AM		NOTICE OF FILING	NOTICE OF VIDEO TAPED DEPOSITION SUBMITTED BY GREGORY HODGES, ESQ.
323	2/21/2014 8:23 AM		MOTION TO DISMISS	MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO MUFEED HAMED AND HISHAM HAMED, MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED AND ORDER SUBMITTED BY MARK ECKARD, ESQ.
322	2/21/2014 8:19 AM		ANSWER	ANSWER OF WALEED ("WALLY") HAMED TO FIRST AMENDED COUNTERCLAIM SUBMITTED BY MARK ECKARD, ESQ.
321	2/21/2014 8:14 AM		ANSWER	ANSWER OF MUFEED HAMED AND HISHAM HAMED TO FIRST AMENDED COUNTERCLAIM SUBMITTED BY MARK ECKARD, ESQ.
320	2/21/2014 8:10 AM		MOTION TO DISMISS	MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED, MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED AND ORDER SUBMITTED BY MARK ECKARD, ESQ.
319	2/18/2014 5:03 PM		REPLY	RESPONSE TO DEFENDANT'S OBJECTION RE BOND FILED BY ATTY. JOEL H. HOLT
318	2/18/2014 5:03 PM		ANSWER	ANSWER OF WAHEED ("WILLIE") HAMED TO FIRST AMENDED COUNTERCLAIM FILED BY ATTY. CARL HARTMANN III
317	2/19/2014 8:50 AM		MOTION	MOTION TO FURTHER EXTEND SCHEDULING ORDER DEADLINES AND ORDER SUBMITTED BY GREGORY HODGES, ESQ. &
316	2/18/2014 5:02 PM		MOTION TO DISMISS	COUNTERCLAIM DEFENDANT WAHEED HAMED'S MOTION TO DISMISS FILED BY ATTY. CARL HARTMANN III WITH MEMORANDUM IN SUPPORT OF MOTION AND PROPOSED ORDER

315	2/14/2014 9:05 AM		MOTION	MOTION TO RECONSIDER ORDER OF EMCUMBRANCE DATED FEBRUARY 7, 2014 AND ORDER SUBMITTED BY GREGORY HODGE, ESQ.
314	2/12/2014 3:47 PM		RESPONSE/ OBJECTION TO PETITION	RESPONSE TO MOTION TO SUBSTITUTE ADDITIANL BOND AND OBJECTION TO ADEQUACY OF PROPOSED BOND SUBMITTED BY GREGORY HODGE, ESQ.
313	2/11/2014 8:15 AM		REPLY	REPLY RE PLAINTIFF'S MOTION TO COMPEL COMPLIANCE WITH PI SUBMITTED BY JOEL HOLT, ESQ.
312	2/10/2014 1:55 PM		OPPOSITION	DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DEFENDANTS TO COMPLY WITH THE PRELIMINARY INJUNCTION
311	2/10/2014 1:53 PM		NOTICE OF FILING	AMENDED NOTICE OF TAKING RULE 30(B)(6) VIDEO-TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
310	2/10/2014 1:47 PM		NOTICE OF FILING	AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
309	2/10/2014 1:45 PM		NOTICE OF FILING	NOTICE OF FILING PLAINTIFF'S SECOND DUPPLEMENTAL RULE 26 SELF DISCLOSURES SUBMITTED BY JOEL HOLT, ESQ.
308	2/10/2014 1:43 PM		NOTICE OF FILING	NOTICE OF TAKING VIDEO TAPED DEPOSITIONS SUBMITTED BY JOEL HOLT, ESQ.
307	2/10/2014 1:41 PM		NOTICE OF FILING	NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
306	2/10/2014 1:33 PM		NOTICE OF FILING	AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
305	2/7/2014 8:29 AM		ORDER	ORDER OF ENCUMBRANCE SIGNED BY JUDGE DOUGLAS A. BRADY
304	2/10/2014 8:29 AM		NOTICE OF ENTRY OF ORDER	NOTICE OF ENTRY OF ORDER
303	1/28/2014 1:31 PM		NOTICE OF FILING	PLAINTIFF'S NOTICE OF FILING SUPPLEMENTAL DECLARATIONS RE MOTION TO COMPEL COMPLIANCE WITH PRELIMINARY INJUNCTION SUBMITTED BY JOEL HOLT, ESQ.

302	2/6/2014 1:18 PM	MOTION	MOTION TO SUBSTITUTE ADDITIONAL BOND FILED BY ATTY. JOEL H. HOLT WITH PROPOSED ORDER OF ENCUMBRANCE
301	2/6/2014 8:15 AM	SUMMONS - CRIMINAL	FIVE SUMMONS SUBMITTED :  MUFEED HAMED; HISHAM HAMED; PLESSEN ENTERPRISES, INC., ;WALEED HAMED; AND WAHEED HAMED;
300	2/3/2014 9:04 AM	NOTICE OF FILING	NOTICE OF FILING PLAINTIFF'S FIRST SUPPLEMENTAL RULE 26 SELF DISCLOSURES SUBMITTED BY JOEL HOLT, ESQ.
299	1/31/2014 11:40 AM	Scheduling event generated for SCHEDULED CASE @ 1/31/2014 11:40:14 AM	
298	1/31/2014 11:36 AM	Scheduling event generated for UNSCHEDULED @ 1/31/2014 11:36:56 AM	
297	1/30/2014 12:34 PM	NOTICE OF FILING	NOTICE OF POSTING ADDITIONAL BOND AND NOTICE OF RECORDING COURT ORDER FILED BY ATTY. JOEL H. HOLT WITH PROPOSED ORDER OF ENCUMBRANCE
296	1/22/2014 3:30 PM	MEMORANDUM OF LAW IN SUPPORT OF MOTION	PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO COMPEL DEFENDANTS TO COMPLY WITH THE PRELIMINARY INJUNCTION AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
295	1/13/2014 12:02 PM	NOTICE OF FILING	FIRST AMENDED COUNTERCLAIM SUBMITTED BY NIZAR DEWOOD, ESQ.
294	1/10/2014 3:22 PM	NOTICE OF FILING	NOTICE OF SERVICE OF DEFENDANT FATHI YUSUF'S CORRECTED RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT YUSUF: FIRST SET SUBMITTED BY GREGORY HODGES, ESQ.
293	1/16/2014 10:46 AM	ANSWER	PLAINTIFF'S ANSWER TO FIRST AMENDED COUNTERCLAIM SUBMITTED BY JOEL HOLT, ESQ.
292	1/15/2014 3:49 PM	ORDER	ORDER OF ENCUMBRANCE SIGNED BY JUDGE DOUGLAS A. BRADY

291	1/15/2014 3:49 PM	ORDER	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, THAT PLAINTIFF'S MOTION TO SUPPLEMENT RECORD IS GRANTED; THAT PLAINTIFF'S MOTION TO RECONSIDER IS GRANTED; THAT PLAINTIFF'S NOTICE OF FILING BOND IS ACCEPTED; THAT PLAINTIFF'S NOTICE OF FILING BOND IS REJECTED; THAT PLAINTIFF SHALL ON OR BEFORE CLOSE OF BUSINESS JANUARY 31, 2014 FILE WITH THE CLERK OF THE COURT THE BALANCE DUE ON THE INJUNCTION BOND IN THE AMOUNT OF \$513,000.
290	1/15/2014 3:49 PM	NOTICE OF ENTRY OF ORDER	NOTICE OF ENTRY OF TWO ORDERS
289	1/10/2014 1:38 PM	MOTION	PLAINTIFF'S MOTION TO SUPPLEMENT RECORD RE RECONSIDERATION/CLARIFICATION OF BOND ORDER SUBMITTED BY JOEL HOLT, ESQ.
288	1/9/2014 3:40 PM	REPLY	DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' EMERGENCY MOTION TO VACATE INJUNCTION DUE TO PLAINTIFF'S FAILURE TO FORTHWITH FILE THE REQUIRED BOND SUBMITTED BY GREGORY HODGE, ESQ.
287	12/30/2013 10:19 AM	NOTICE OF SERVICE	NOTICE OF SERVICE OF DEFENDANT FATHI YUSUF'S ANSWER TO PLAINTIFF'S FIRST INTERROGATORIES SUBMITTED BY NIZAR DEWOOD, ESQ.
286	12/11/2013 4:18 PM	NOTICE OF SERVICE	NOTICE OF WITHDRAWAL OF DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
285	12/23/2013 2:42 PM	NOTICE OF FILING	NOTICE OF FILING SUBMITTED BY JOEL HOLT, ESQ.
284	12/23/2013 1:18 PM	ANSWER AND COUNTERCLAIM	ANSWER AND COUNTERCLAIM SUBMITTED BY GREGORY H. HODGES, ESQ.
283	12/23/2013 12:55 PM	OPPOSITION	OPPOSITION TO PLAINTIFF'S MOTION TO PARTIALLY RECONSIDER/CLARIFY BOND ORDER SUBMITTED BY GREGORY HODGE, ESQ.
282	12/27/2013 12:46 PM	NOTICE OF FILING	NOTICE OF FILING BOND SUBMITTED BY JOEL HOLT, ESQ.

281	12/27/2013 12:30 PM	REPLY	PLAINTIFF'S REPLY TO DEFENDANTS' OPPOSITION TO MOTION TO PARTIALLY RECONSIDER/CLARIFY BOND ORDER SUBMITTED BY JOEL HOLT, ESQ.
280	12/27/2013 12:26 PM	NOTICE OF SERVICE	NOTICE OF POSTING BOND SUBMITTED BY JOEL HOLT, ESQ.
279	12/27/2013 12:22 PM	NOTICE OF FILING	NOTICE OF FILING CORRECTED DECLARATION OF JOEL H. HOLT TO PLAINTIFF'S REPLY TO OPPOSITION TO MOTION TO RECONSIDER/CLARIFY BOND SUBMITTED BY JOEL HOLT, ESQ.
278	12/23/2013 9:19 AM	NOTICE OF FILING	NOTICE OF FILING AMENDED DECLARATION TO OPPOSITION TO "EMERGENCY MOTION" RE BOND SUBMITTED BY JOEL HOLT, ESQ.
277	12/23/2013 8:52 AM	OPPOSITION	PLAINTIFF HAMED'S OPPOSITION TO DEFENDANTS' EMERGENCY MOTION" RE BOND SUBMITTED BY JOEL HOLT, ESQ.
276	12/16/2013 2:34 PM	MOTION	EMERGENCY MOTION TO VACATE INJUNCTION DUE TO PLAINTIFF'S FAILURE TO FORTHWITH FILE THE REQUIRED BOND AND ORDER SUBMITTED BY GREGORY HODGE, ESQ.
275	12/9/2013 11:16 AM	NOTICE	NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
274	12/9/2013 11:11 AM	NOTICE	NOTICE OF TAKING RULE 30(B)(6) VIDEO DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
273	12/9/2013 2:19 PM	NOTICE OF SERVICE	NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.
272	12/16/2013 12:37 PM	MOTION	PLAINTIFF'S MOTION TO PARTIALLY RECONSIDER/CLARIFY BOND ORDER FILED BY ATTY. JOEL HOLT WITH PROPOSED ORDER AND PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION

271	12/3/2013 5:31 PM	RESPONSE/ OBJECTION TO PETITION	PLAINTIFF'S RESPONSE TO DEFENDANT'S EMERGENCY MOTION TO EXTEND SCHEDULING DEADLINES AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
270	12/5/2013 5:50 PM	Scheduling event generated for SCHEDULED CASE @ 12/5/2013 5:50:38 PM	
269	12/5/2013 5:41 PM	ORDER	AMENDED SCHEDULING ORDER SIGNED BY JUDGE DOUGLAS A. BRADY
268	12/5/2013 5:41 PM	ORDER	ORDER EXTENDING SCHEDULING DEADLINES SIGNED BY JUDGE DOUGLAS A. BRADY
267	12/5/2013 5:41 PM	ORDER	ORDER DENYING MOTION TO DISMISS SIGNED BY JUDGE DOUGLAS A. BRADY
266	12/5/2013 5:41 PM	ORDER	ORDER DENYING PARTIAL SUMMARY JUDGMENT SIGNED BY JUDGE DOUGLAS A. BRADY
265	12/5/2013 5:41 PM	ORDER	ORDER RE-SETTING INJUNCTION BOND SIGNED BY JUDGE DOUGLAS A. BRADY
264	12/5/2013 5:41 PM	NOTICE OF ENTRY OF ORDER	NOTICE OF ENTRY OF FIVE (5) ORDERS
263	11/27/2013 12:49 PM	EMERGENCY MOTION / EMERGENCY RELIEF	EMERGENCY MOTION TO EXTEND SCHEDULING ORDER DEADLINES FILED BY GREGORY H. HODGES & NIZAR A. DEWOOD, ESQ. PROPOSED AMENDED SCHEDULING ORDER ATTACHED
262	12/2/2013 2:56 PM	REPLY	REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO VACATE INJUNCTION PENDING POSTING OF ADDITIONAL SECURITY SUBMITTED BY GREGORY HODGES, ESQ.
261	11/18/2013 12:33 PM	ORDER	ORDER APPROVING SUBSTITUTION OF COUNSEL SIGNED BY JUDGE DOUGLAS A. BRADY
260	11/19/2013 12:33 PM	NOTICE OF ENTRY OF ORDER	NOTICE OF ENTRY OF ORDER APPROVING SUBSTITUTION OF COUNSEL
254	11/19/2013 12:01 PM	NOTICE OF FILING	NOTICE OF FILING INTERROGATORY REQUESTS AND REQUESTS FOR PRODUCTION OF DOCUMENTS SUBMITTED BY JOEL HOLT, ESQ.

253	11/15/2013 11:55 AM	MOTION	MOTION TO VACATE INJUNCTION PENDING POSTING OF ADDITIONAL SECURITY, MEMORANDUM IN SUPPORT OF MOTION TO VACATE INJUNCTION PENDING POSTING OF ADDITIONAL SECURITY AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.
252	11/15/2013 11:51 AM	RESPONSE/ OBJECTION TO PETITION	OBJECTION TO BILL OF COST SUBMITTED BY GREGORY HODGES, ESQ.
251	11/15/2013 11:42 AM	OPPOSITION	OPPOSITION TO MOTION TO REDUCE THE BOND SUBMITTED BY GREGORY HODGES, ESQ.
250	11/19/2013 11:35 AM	REPLY	REPLY RE ATTORNEY'S FEE FOR APPEAL SUBMITTED BY JOEL HOLT, ESQ.
249	11/19/2013 11:28 AM	OPPOSITION	PLAINTIFF'S OPPOSITION TO VACATE PRELIMINARY INJUNCTION PENDING POSITIN OF ADDITIONAL SECURITY SUBMITTED BY JOEL HOLT, ESQ.
247	2/10/2014 3:50 PM	JURY STATUS CONFERENCE	Post Date: 8/19/2013 12:00:00 AM CW or JDGE: J Judge Profile: DAB Location Profile: 211
246	11/7/2013 9:41 AM	STIPULATED MOTION - ALL STIP	STIPULATION FOR SUBSTITUTION OF COUNSEL, LETTER AND ORDER RECEIVED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ. & GREGORY HODGES, ESQ.
245	10/28/2013 9:41 AM	GENERAL NOTICE	MANDDATE, OPINION OF THE COURT AND ORDER SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS
244	10/24/2013 9:41 AM	GENERAL MOTION	MOTION AND MEMORANDUM IN SUPPORT OF REQUEST FOR ATTORNEY'S FEES RE APPEAL AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
243	10/18/2013 9:41 AM	GENERAL MOTION	PLAINTIFF'S MOTION TO SUPPLEMENT THE PARTIAL SUMMARY JUDGMENT RECORD SUBMITTED BY JOEL HOLT, ESQ.

242	10/17/2013 9:41 AM	MEMORANDUM OF LAW IN SUPPORT OF MOTION	PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO REDUCE BOND SUBMITTED BY JOEL HOLT, ESQ.
241	10/17/2013 9:41 AM	GENERAL MOTION	MOTION TO REDUCE THE BOND RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
240	9/30/2013 9:41 AM	GENERAL NOTICE	OPINION OF THE COURT RECEIVED SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS
239	9/30/2013 9:41 AM	GENERAL NOTICE	OPINION OF THE COURT RECEIVED SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS
238	9/27/2013 9:41 AM	REPLY	UNITED'S REPLY TO PLAINTIFF'S OPPOSITION RESPONSE TO UNITED'S MOTION TO WITH DRAW RENTS SUBMITTED BY NIZAR DEWOOD, ESQ.
237	9/26/2013 9:41 AM	REPLY	PLAINTIFF'S REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FO PARTIAL SUMMARY JUDGMENT SUBMITTED BY JOEL HOLT, ESQ.
236	9/19/2013 9:41 AM	GENERAL NOTICE	NOTICE OF SERVICE OF DEFENDANT UNITED CORPORATION'S ANSWERS TO PLAINTIFF'S FIRST INTERROGATORIES SUBMITTED BY NIZA DEWOOD, ESQ.
235	9/19/2013 9:41 AM	GENERAL NOTICE	NOTICE OF SERVICE OF DEFENDANT UNITED CORPORATION'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS SUBMITTED BY NIZAR DEWWOD, ESQ.
234	9/16/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT SUBMITTED BY NIZAR DEWWOD, ESQ.

233	9/16/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANT'S RESPONSE TO PLAINTIFF'S STATEMENT OF MATERIAL FACTS & DEFENDANTS' STATEMENT OF ADDITIONAL FACTS IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT SUBMITTED BY NIZAR DEWOOD, ESQ.
232	9/16/2013 9:41 AM	DOCUMENTS RECEIVED	PLAINTIFF'S RESPONSE TO UNITED'S MOTION TO WITHDRAW RENT SUBMITTED BY JOEL HOLT, ESQ.
231	9/9/2013 9:41 AM	GENERAL MOTION	DEFENDANT UNTIED'S MOTION TO WITHDRAW RENT FILED BY ATTY. NIZAR DEWOOD WITH PROPOSED ORDER
230	9/9/2013 9:41 AM	MEMORANDUM OF LAW IN SUPPORT OF MOTION	MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT UNITED'S MOTION TO WITHDRAW RENT FILED BY ATTY. NIZAR DEWOOD
229	8/27/2013 9:41 AM	GENERAL NOTICE	NOTICE OF SERVICE OF SUPPLEMENTAL RULE 26 DISCLOSURES AND SUBMITTED BY JOSEPH DIRUZZO, ESQ.
228	8/19/2013 9:41 AM	STATUS CONFERENCE/HEARING	STATUS HEARING/CONFERENCE SCHEDULED 02/10/2014 03:50 P.M.
227	8/19/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE BRADY'S CHAMBER
226	8/19/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 08/15/2013 JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ. NIZAR DEWOOD,ESQ.;JOSEPH A. DIRUZZO III,ESQ.
225	8/15/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; GRANTING THE PARTIES' STIPULATED SCHEDULING ORDERL; STATUS CONFENENCE SCHEDULED FOR FEBRUARY 10, 2013 AT 3:30 PM
224	8/15/2013 9:41 AM	CASE FILE TRACKING -TO- CLERK OF COURT	FILE RETURNED TO THE CLERK'S OFFICE
223	8/13/2013 9:41 AM	STIPULATED MOTION - ALL STIP	STIPULATED FED.R.EVID. 502 PROTECTIVE ORDER (CLAWBACK AGREEMENT) SUBMITTED BY JOEL HOLT, ESQ. & JOSEPH A. DIRUZZO, ESQ.

222	8/13/2013 9:41 AM	STIPULATED MOTION - ALL STIP	STIPULATION REGARDING RECORDS RECEIVED SUBMITTED BY JOEL HOLT, ESQ. & JOSEPH DIRUZZO, ESQ.
221	8/6/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
220	8/5/2013 9:41 AM	STIPULATED MOTION - ALL STIP	PROPOSED STIPULATED SCHEDULING ORDER AND ORDER SUBMITTED Y JOEL HOLT, ESQ. & JOSEPH DIRUZZO, III, ESQ.
219	7/22/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE BRADY'S CHAMBER
218	7/18/2013 9:41 AM	DOCUMENTS RECEIVED	PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO EXPEDITE SUBMITTED BY JOEL HOLT, ESQ.
217	7/17/2013 9:41 AM	GENERAL MOTION	DEFENDANT'S MOTION FOR EXPEDITED RESOLUTION OF THEIR PENDING MOTION TO DISMISS FILED BY JOSEPH A. DIRUZZO, III., ESQ. AND NIZAR DEWOOD, ESQ.
216	7/16/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING PLAINTIFF HAMED'S RULE 26 INITIAL DISCLOSRES SUBMITTED BY JOEL HOLT, ESQ.
215	7/15/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE BRADY
214	7/15/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 07/15/2013 JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ. NIZAR DEWOOD,ESQ.;JOSEPH A. DIRUZZO III,ESQ.
213	7/15/2013 9:41 AM	DOCUMENTS RECEIVED	SUPPLEMENTAL MEMEORANDUM IN SUPPORT OF PLAINTIFF HAMED'S EMERGENCY MOTION FOR FURTHER CLARIFICATION SUBMITTED BY JOEL HOLT, ESQ.
212	7/12/2013 9:41 AM	GENERAL MOTION	PLAINTIFF HAMED'S EMERGENCY MOTION FOR FURTHER CLARIFICATION, MEMORANDUM IN SUPPORT OF PLAINTIFF HAMED'S EMERGENCY MOTION FOR FURTHER CLARIFICATION AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
211	7/9/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY

210	7/9/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 07/09/2013 JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ. NIZAR DEWOOD,ESQ.JOSEPH A. DIRUZZO III,ESQ.
209	6/18/2013 9:41 AM	GENERAL NOTICE	NOTICE OF COMPLIANCE WITH COURT ORDER RE BOND RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
208	6/12/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 06/10/2013 NIZAR DEWOOD, ESQ. JOEL HOLT, ESQ. JOSEH DIRUZZO, III, ESQ. K. GLENDA CAMERON, ESQ.
207	6/10/2013 9:41 AM	Fees/Fines Receivable generated for amount \$10	Location: X1 Transaction Number: 00000058 Transaction Group: 1000 Transaction Type: R Transaction Code: 495 Distribution Count: 01 Transaction Date: 6/10/2013 12:00:00 AM Action Date: 6/10/2013 12:00:00 AM Transaction Amount: 10 Subject: A000 To Account: 801 Status: P Void Date: 2/27/2008 12:00:00 AM
206	6/10/2013 9:41 AM	Fees/Fines Receivable generated for amount \$5	Location: X1 Transaction Number: 00000059 Transaction Group: 1000 Transaction Type: R Transaction Code: 320 Distribution Count: 01 Transaction Date: 6/10/2013 12:00:00 AM Action Date: 6/10/2013 12:00:00 AM Transaction Amount: 5 Subject: A000 To Account: 801 Status: P Void Date: 2/27/2008 12:00:00 AM

205	6/10/2013 9:41 AM	Fees/Fines Receivable generated for amount \$15	Location: X1 Transaction Number: 00000060 Transaction Group: 1000 Transaction Type: R Transaction Code: 325 Distribution Count: 01 Transaction Date: 6/10/2013 12:00:00 AM Action Date: 6/10/2013 12:00:00 AM Transaction Amount: 15 Subject: A000 To Account: 801 Status: P Void Date: 2/27/2008 12:00:00 AM
204	6/10/2013 9:41 AM	Receipt 00082671 generated for the amount of \$30	Location: X1 Transaction Number: 00000061 Transaction Group: 1000 Transaction Type: T Transaction Code: PAY Distribution Count: 03 Transaction Date: 6/10/2013 12:00:00 AM Action Date: 6/10/2013 12:00:00 AM Transaction Amount: 30 Transaction Balance: 30 Receipt Number: 00082671 To Account: 801 Payor/Payee: DEWOOD LAW FIRM Payment Type: CASH From Account: 801
203	6/10/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED DENYING MOTION TO INTERVENE SIGNED BY JUDGE DOUGLAS A. BRADY
202	6/10/2013 9:41 AM	GENERAL NOTICE	SECOND NOTICE OF SUPPLEMENTATION OF RECORD RE MOTIONS FILED AFTER THE PRELIMINARY INJUNCTION WAS ENTERED SUBMITTED BY JOEL HOLT, ESQ.
201	6/5/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER COMPLETED BY MELISSA GUADALUPE 05/31/2013 JOEL H. HOLT, ESQ. JOSEPH A. DIRRUZZO, III., ESQ. NIZAR DEWOOD, ESQ.

200	5/31/2013 9:41 AM	GENERAL JUDGMENT	ORDER DENYING DEFENDANT'S MOTION TO STAY PRELIMINARY INJUNCTION ORDER; ORDER GRANTING DEFENDANTS' MOTION TO CLARIFY SCOPE OF PRELIMINARY INJUNCTION AS TO UNITED'S FINANCIAL STATEMENTS AND UNRESTRICTED ACCESS TO UNITED'S FINANCIAL SYSTEMS; ORDERED THAT DEFENDANT UNITED CORPORATION SHALL PROVIDE REVISED FINANCIAL STATEMENTS FOR THE THREE PLAZA EXTRA SUPERMARKET STORES ONLY WITHIN 30 DAYS OF THE DATE OF THIS ORDER;.....
199	5/31/2013 9:41 AM	DENYING MOTION/PETITION/RELIEF	ORDER DENYING BOND MODIFICATION
198	5/29/2013 9:41 AM	GENERAL NOTICE	NOTICE AS TO MOTIONS RIPE FOR DISPOSITION FILED BY JOEL H. HOLT, ESQ.
197	5/24/2013 9:41 AM	GENERAL NOTICE	NOTICE OF SUPPLEMENTATION OF RECORD RE MOTIONS FILED AFTER THE PRELIMINARY INJUNCTION WAS ENTERED SUBMITTED BY JOEL HOLT, ESQ.
196	5/22/2013 9:41 AM	GENERAL NOTICE	ORDER THAT THE APPELLANTS SHALL FILE A MOTION TO EXPEDITE THIS APPEAL SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS
195	5/20/2013 9:41 AM	IN OPPOSITION/OBJECTION	OPPOSITION TO DEFENDANTS' MOTION TO CLARIFY SCOPE OF PRELIMINARY INJUNCTION AS TO UNITED'S FINANCIAL STATEMENTS & UNRESTRICTED ACCESS TO UNITED'S FINANCIAL SYSTEMS AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
194	5/16/2013 9:41 AM	IN OPPOSITION/OBJECTION	PLAINTIFF'S OPPOSITION TO DEFENDANTS' "EMERGENCY" MOTION TO RECONSIDER THE PRELIMINARY BOND FILED BY ATTY. JOEL H. HOLT

193	5/16/2013 9:41 AM	GENERAL NOTICE	NOTICE OF APPEAL COVER LETTER, INFORMATION SHEET, MEMORANDUM OF OPINION, ORDERS AND CERTIFIED DOCKET SHEET FORWARDED TOT HE SUPREME COURT OF THE VIRGIN ISLANDS PREPARED BY ROXANNE SERRANO, COURT CLERK SUPERVISOR
192	5/16/2013 9:41 AM	TRANSMITTAL OF DOCUMENTS/SUBSEQUENT ORDERS- APPELLATE COURT	CERTIFIED DOCKET FORWARDED TO THE SUPREME COURT OF THE VIRGIN ISLANDS
191	5/16/2013 9:41 AM	IN OPPOSITION/OBJECTION	OPPOSITION TO DEFENDANT'S EMERGENCY MOTION TO STAY PRELIMINARY INJUNCTION FILED BY ATTY. JOEL H. HOLT
190	5/16/2013 9:41 AM	GENERAL NOTICE	APPEAL INFORMATION SHEET RECEIVED PREPARED BY ROXANNE SERRANO, COURT CLERK SUPERVISOR
189	5/16/2013 9:41 AM	REPLY	REPLY TO INTERVENOR'S REQUEST FOR A RULING AND STAY SUBMITTED BY ATTY. JOEL H. HOLT
188	5/16/2013 9:41 AM	GENERAL MOTION	DEFENDANTS' MOTION TO CLARIFY SCOPE OF PRELIMINARY INJUNCTION AS TO UNITED'S FINANCIAL STATEMENTS & UNRESTRICTED ACCESS TO UNITED FINANCIAL SYSTEMS AND ORDER SUBMITTED BY NIZAR DEWOOD, ESQ.
187	5/16/2013 9:41 AM	IN OPPOSITION/OBJECTION	OPPOSITION TO MOTION TO RECONSIDER AND MODIFY PRELIMINARY INJUNCTION TO TERMINATE EMPLOYEES MUFEE HAMED, WALEED HAMED AND WADDA CHARRIEZ FILED BY ATTY. JOEL H. HOLT
186	5/13/2013 9:41 AM	NOTICE OF APPEAL FILED AFTER FINAL JUDGMENT	NOTICE OF APPEAL RECEIVED SUBMITTED BY JOSEPH A. DIRUZZO, III, ESQ.
185	5/13/2013 9:41 AM	GENERAL NOTICE	DOCKETING ORDER RECEIVED SUBMITTED BY SHANTEL ARRINDELL, DEPUTY CLERK I
184	5/13/2013 9:41 AM	GENERAL NOTICE	DOCKETING LETTER RECEIVED SUBMITTED BY SHANTEL ARRINDELL, DEPUTY CLERK I

183	5/10/2013 9:41 AM	RETURN OF SERVICE	RETURN OF RETURN OF SERVICE DOCUMENT ISSUED TO BANK OF NOVA SCOTIA
182	5/9/2013 9:41 AM	RECONSIDERATION	DEFENDANT'S EMERGENCY MOTION FOR RECONSIDERATION OF PRELIMINARY INJUNCTION ORDER TO STAY OF SAME PENDING POSTING OF ADEQUATE BOND SUBMITTED BY NIZAR DEWOOD, ESQ.
181	5/9/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE BRADY'S CHAMBER
180	5/9/2013 9:41 AM	STAY	DEFENDANTS' EMERGENCY MOTION TO STAY PRELIMINARY INJUNCTION ORDER SUBMITTED BY NIZAR DEWOOD, ESQ.
179	5/9/2013 9:41 AM	GENERAL MOTION	DEFENDANTS' MOTION TO RECONSIDER AND TO MODIFY PRELIMINARY INJUNCTION TO TERMINATE EMPLOYEES MUFEED HAMED, WALEED HAMED, AND WADDA CHARRIEZ SUBMITTED BY NIZAR DEWOOD, ESQ.
178	5/9/2013 9:41 AM	GENERAL MOTION	MOTION FOR EXPEDITED RESOLUTION OF PRIOR MOTION TO INTERVENE AND A STAY OF THE COURT'S ORDER DATED APRIL 25, 2013 SUBMITTED BY K. GLENDA CAMERON, ESQ.
177	5/8/2013 9:41 AM	RETURN OF SERVICE	RETURN OF SERVICE ISSUED TO BANK OF NOVA SCOTIA
176	5/8/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 05/07/2013 JOEL H. HOLT, ESQ. NIZAR DEWOOD, ESQ. CARL HARTMANN, III, ESQ. JOSEPH DIRUZZO, ESQ. BANK OF NOVA SCOTIA
175	5/7/2013 9:41 AM	GENERAL MOTION	DEFENDANTS' EXPEDITED MOTION TO CLARIFY PRELIMINARY INJUNCTION DATED APRIL 25, 2013 SUBMITTED BY NIZAR DEWOOD, ESQ.
174	5/7/2013 9:41 AM	STIPULATED MOTION - ALL STIP	PLAINTIFF'S STIPULATION RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

173	5/7/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DARRYL DEAN DONOHUE, SR.; THAT DEFENDANT'S MOTION IS GRANTED; THAT DEFENDANT UNITED'S TENANT ACCOUNT NO.9XXX1923 IS NOT SUBJECT TO THIS COURT'S PRELIMINARY INJUNCTION ORDER, ENTERED ON APRIL 25, 2013; THAT NO SIGNATURE SHALL BE REQUIRED FROM PLANITIFF HAMAED FOR DISBURSEMENT OF ANY FUNDS FROM DEFENDANT UNITED'S TENANT ACCOUNT; THAT THIS ORDER BE SERVED ON ALL PARTIES FORTHWITH, AND THE BANK OF NOVA SCOTIA
172	5/3/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE INM OPPOSITION TO PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD AND LETTER SUBMITTED BY JOSEPH DIRUZZO, ESQ.
171	5/3/2013 9:41 AM	TO STRIKE/QUASH	DEFENDANTS' MOTION TO STRIKE POST-HEARING PRELIMINARY INJUNCTION EVIDENCE AND LETTER SUBMITTED BY JOSEPH DIRUZZO, ESQ.
170	5/3/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD AND LETTER SUBMITTED BY JOSEPH A. DIRUZZO, III, ESQ.
169	5/2/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE BRADY'S CHAMBER
168	4/29/2013 9:41 AM	IN OPPOSITION/OBJECTION	PLAINTIFF'S OPPOSITION TO THE MOTION TI STRIKE RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

167	4/25/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 04/25/2013 JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ. NIZAR DEWOOD,ESQ.JOSEPH A. DIRUZZO III,ESQ. JUDGES OF THE SUPERIOR COURT MAGISTRATES OF THE SUPERIOR COURT LAW CLERKS, IT, RECORD BOOK LAW LIBRARY
166	4/25/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 04/25/2013 JOEL H. HOLT,ESQ. CARL J. HARTMANN III,ESQ. NIZAR DEWOOD, ESQ. JOSEPH A. DIRUZZO III, ESQ.
165	4/25/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, THAT DEFENDANTS' RULE 56(d) MOTION IS GRANTED; THAT PLAINTIFF'S MOTION TO DEEM PLAINTIFF'S PRETRIAL SUMMARY JUDGMENT MOTION CONCEDED IS DENIED.
164	4/25/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, THAT DEFENDANTS' MOTION TO STRIKE SELF-APPOINTED REPRESENTATIVE IS DENIED
163	4/25/2013 9:41 AM	ORDER ACCOMPANYING MEMORANDUM OPINION	MEMORANDUM OPINION AND ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT PLAINTIFF'S EMERGENCY MOTION TO RENEW APPLICATION FOR TRO, IS GRANTED
162	4/25/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT THE RECORD IS SUPPLEMENTED BY THE ADMISSION OF PLAINTIFF'S EXHIBITS 28, 29 AND 30; PROFERRED NOTICES OF RENTS DUE ARE ADMITTED AS SUPPLEMENTING PLAINTIFF'S EXHIBIT 7; AND CHECKS REPRESENTING PAYMENTS TO DEFENDANT'S COUNSEL ARE ADMITTED AS SUPPLEMENTING PLAINTIFF'S EXHIBIT 15
161	4/23/2013 9:41 AM	GENERAL MOTION	PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

160	4/22/2013 9:41 AM		DOCUMENTS RECEIVED	NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD SUBMITTED BY JOEL HOLT, ESQ.
159	4/11/2013 9:41 AM		GENERAL NOTICE	NOTICE OF UNAVAILABILITY FILED BY NIZAR DEWOOD, ESQ.
158	4/9/2013 9:41 AM		GENERAL NOTICE	NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD SUBMITTED BY JOEL HOLT, ESQ.
157	4/5/2013 9:41 AM		LETTER TO CLERK OF THE COURT	LETTER RECEIVED SUBMITTED BY DEBORAH MULLER, LEGAL ASSISTANT
156	4/5/2013 9:41 AM		DOCUMENTS RECEIVED	DEFENDANT'S RESPONSE IN OPPOSITION TO PLAINTIFF'S NOTICE OF SUPPLEMENT THE PRELIMINARY RECORD SUBMITTED BY JOSEPH DIRUZZO, ESQ.
155	4/4/2013 9:41 AM		REPLY	REPLY TO OPPOSITION TO PLAINTIFF'S NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD SUBMITTED BY JOEL HOLT, ESQ.
154	3/21/2013 9:41 AM		GENERAL NOTICE	NOTICE OF UNAVAILABILITY FILED BY JOSEPH DIRUZZO, III., ESQ.
153	3/21/2013 9:41 AM		LETTER TO CLERK OF THE COURT	LETTER RECEIVED FROM DEBORAH MULLER
152	3/18/2013 9:41 AM		Fees/Fines Receivable generated for amount \$75	Location: X1 Transaction Group: 1000 Transaction Type: R Transaction Code: 120 Distribution Count: 01 Transaction Date: 3/18/2013 12:00:00 AM Action Date: 3/18/2013 12:00:00 AM Transaction Amount: 75 Subject: P001 To Account: 801 Payor/Payee: MOHAMMAD HAMED BY HIS Status: P Void Date: 1/12/2005 12:00:00 AM

151	3/18/2013 9:41 AM	Receipt 00080772 generated for the amount of \$75	Location: X1 Transaction Number: 00000062 Transaction Group: 1000 Transaction Type: T Transaction Code: PAYFFEE Distribution Count: 01 Transaction Date: 3/18/2013 12:00:00 AM Action Date: 3/18/2013 12:00:00 AM Transaction Amount: 75 Transaction Balance: 75 Receipt Number: 00080772 To Account: 801 Payor/Payee: K.G. CAMERON Payment Type: CK From Account: 801 Check Account Number: 5108
150	3/18/2013 9:41 AM	GENERAL NOTICE	NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD FILED BY JOEL H. HOLT, ESQ.
149	3/18/2013 9:41 AM	PAYMENT MADE /FEE PAID	FEE RECEIVED RECEIPT # - 00080772
148	3/6/2013 9:41 AM	GENERAL NOTICE	NOTICE OF ERRATA FOR DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY JOSEPH DIRRUZZO, ESQ.
147	3/6/2013 9:41 AM	LETTER TO CLERK OF THE COURT	LETTER RECEIVED FROM DEBORAH MULLER, LEGAL ASSISTANT
146	3/5/2013 9:41 AM	GENERAL NOTICE	DEFENDANTS' NOTICE OF REVISED PROPOSED ORDER AND LETTER RECEIVED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
145	3/5/2013 9:41 AM	REPLY	REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD AND SECOND REQUEST TO TAKE JUDICIAL NOTICE SUBMITTED BY JOEL HOLT, ESQ.
144	3/5/2013 9:41 AM	GENERAL NOTICE	NOTICE OF SERVICE OF PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSION OF LAW AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

143	3/4/2013 9:41 AM	MEMORANDUM OF LAW IN SUPPORT OF MOTION	DEFENDANTS FATHI YUSUF'S AND UNITED CORPORATION'S JOINT MEMORANDUM OF LAW IN SUPPORT OF THEIR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY NIZAR DEWOOD AND JOSEPH A. DIRUZZO, III., ESQ.
142	3/4/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S SECOND MOTION TO TAKE JUDICIAL NOTICE AND REQUEST TO SUPPLEMENT THE HEARING RECORD FILED BY NIZAR DEWOOD, ESQ.
141	3/4/2013 9:41 AM	FINDINGS OF FACT / CONCLUSIONS OF LAW	DEFENDANTS' PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW RELATION TO PLAINTIFFS' TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY NIZAR DEWOOD AND JOSEPH DIRRUZZO, III., ESQ.
140	3/4/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING RE: DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY NIZAR DEWOOD, ESQ.
139	3/4/2013 9:41 AM	NOTICE OF FILING	DEFENDANT'S NOTICE OF FILING CRIMINAL INDICTMENT FILED BY NIZAR DEWOOD AND JOSEPH A. DIRUZZO, III., ESQ.
138	2/28/2013 9:41 AM	LETTER TO CLERK OF THE COURT	LETTER RECEIVED FROM DEBORAH MULLER, ESQ.
137	2/28/2013 9:41 AM	GRANTING MOTION/PETITION/RELIEF	ORDER GRANTING MOTION FOR ENLARGEMENT OF TIME
136	2/28/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER COMPLETED BY MELISSA GUADALUPE 02/28/2013 JOEL H. HOLT, ESQ. NIZAR DEWOOD, ESQ. JOSEPH A. DIRUZZO, III., ESQ.
135	2/28/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE TO MOTION FOR LEAVE TO FILE UNDER SEAL FILED BY JOSEPH A. DIRUZZO, III., ESQ.

134	2/28/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER COMPLETED BY MELISSA GUADALUPE 02/28/2013 JOEL HOLT, ESQ. NIZAR DEWOOD, ESQ. JOSEPH A. DIRUZZO, III., ESQ.
133	2/28/2013 9:41 AM	GRANTING MOTION/PETITION/RELIEF	ORDER GRANTING MOTION TO FILE PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW UNDER SEAL
132	2/27/2013 9:41 AM	GENERAL MOTION	MOTION TO FILE PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW UNDER SEAL AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
131	2/26/2013 9:41 AM	DOCUMENTS RECEIVED	SUPPLEMENT TO AGREED MOTION FOR ENLARGEMENT OF TIME, ORDER AND LETTER SUBMITTED BY JOSEPH DIRUZZO,III, ESQ.
130	2/25/2013 9:41 AM	GENERAL MOTION	SUPPLEMENT TO AGREED MTION FOR ENLARGEMENT OF TIME FILED BY JOSEPH A. DIRUZZO, III., ESQ.
129	2/25/2013 9:41 AM	STIPULATED MOTION - ALL STIP	STIPULATION FO DISMISSAL WITH PREJUDICE, ORDER AND LETTER SUBMITTED BY LEE J. ROHN, ESQ. & DOUGLAS CAPDEVILLE, ESQ.
128	2/22/2013 9:41 AM	GENERAL MOTION	CERTIFIED TRANSCRIPT RECEIVED BY COURT REPORTER SUZANNE OTWAY-MILLER FOR HEARING HELD ON JANUARY 25, 2013
127	2/21/2013 9:41 AM	LETTER TO CLERK OF THE COURT	LETTER RECEIVED FROM DEBORAH L. MULLER
126	2/21/2013 9:41 AM	GENERAL MOTION	AGREED MOTION FOR ENLARGEMENT OF TIME FILED BY JOSEPH A. DIRUZZO, III., ESQ.
125	2/19/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING SUPPLEMENTAL DEPOSITION EXHIBITS AND PLAINTIFF'S SECOND REQUEST TO TAKE JUDICIAL NOTICE AND REQUEST TO SUPPLEMENT THE HEARING RECORD FILED BY JOEL HOLT, ESQ.
124	2/12/2013 9:41 AM	GENERAL NOTICE	NOTICE OF NO OPPOSITION AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

123	2/11/2013 9:41 AM		NOTICE OF APPEARANCE	NOTICE OF APPEARANCE RECEIVED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ. & CHRISTOPHER DAVID, ESQ.
122	2/2/2013 9:41 AM		REPLY	REPLY TO DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO FILE PLAINTIFF'S MOTION TO FILE PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSION OF LAW UNDER SEAL SUBMITTED BY JOEL HOLT, ESQ.
121	1/31/2013 9:00 AM		JURY HEARING	Action Code: HCON Action Date: 1/31/2013 12:00:00 AM Post Date: 1/28/2013 12:00:00 AM CW or JDGE: J Judge Profile: DAB Location Profile: 211
120	1/31/2013 9:41 AM		GENERAL MOTION	EXCERPT-CERTIFIED TRANSCRIPT TESTIMONY OF MOHAMMED HAMED PREPARED BY SUZANNE A. OTWAY-MILLER
119	1/31/2013 9:41 AM		EXHIBITS/EVIDENCE FORM	PLAINTIFF/PETITIONER'S EXHIBIT LIST SUBMITTED AT HEARING BY ATTY. JOEL HOLT
118	1/31/2013 9:41 AM		REPLY BRIEF	PLAINTIFF'S RESPONSE TO MOTION TO INTERVENE SUBMITTED BY ATTY. JOEL H. HOLT
117	1/31/2013 9:41 AM		GENERAL MOTION	EXCERPT-CERTIFIED TRANSCRIPT TESTIMONY OF MAHER YUSUF PREPARED BY SUZANNE A. OTWAY-MILLER
116	1/31/2013 9:41 AM		RECORD OF PROCEEDINGS ENTERED	RECORD OF PROCEEDING COMPLETED BY CLERK IRIS CINTRON, COURT REPORTER SANDRA HALL
115	1/31/2013 9:41 AM		EXHIBITS/EVIDENCE FORM	PLAINTIFF/PETITIONER'S EXHIBIT LIST PREPARED BY CLERK
114	1/31/2013 9:41 AM		LETTER TO JUDGE	FILE FORWARDED TO JUDGE BRADY'S CHAMBER
113	1/31/2013 9:41 AM		EXHIBITS/EVIDENCE FORM	DEFENDANT'S EXHIBIT LIST PREPARED BY CLERK
112	1/31/2013 9:41 AM		HEARING CONCLUDED	HEARING CONCLUDED
111	1/30/2013 9:41 AM		REPLY	PLAINTIFF MOHAMMAD HAMAD'S REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S EMERGENCY MOTION AND RENEWED TRO REQUEST SUBMITTED BY JOEL HOLT, ESQ.

110	1/29/2013 9:41 AM	Receivable 470 waived for \$50	Location: X1 Transaction Number: 00000036 Transaction Group: 1000 Transaction Type: W Transaction Code: 470 Distribution Count: 01 Transaction Date: 1/29/2013 12:00:00 AM Action Date: 1/24/2013 12:00:00 AM Transaction Amount: 50 Transaction Balance: 50 Subject: A To Account: 801 Void Date: 10/15/2004 12:00:00 AM Check Status: V
109	1/28/2013 9:41 AM	Fees/Fines Receivable generated for amount \$50	Location: X1 Transaction Number: 00000090 Transaction Group: 1000 Transaction Type: R Transaction Code: 470 Distribution Count: 01 Transaction Date: 1/28/2013 12:00:00 AM Action Date: 1/24/2013 12:00:00 AM Transaction Amount: 50 Subject: A To Account: 801 Status: W Void Date: 10/15/2004 12:00:00 AM Check Status: V
108	1/28/2013 9:41 AM	GENERAL NOTICE	NOTICE OF INTENT TO FILE SUBPOENA, FILED BY JOEL H. HOLT, ESQ.
107	1/28/2013 9:41 AM	HEARING	ORDER FIXING HEARING DATE 01/31/2013 09:00 A.M.
106	1/28/2013 9:41 AM	HEARING	HEARING SCHEDULED 01/31/2013 09:00 A.M.
105	1/25/2013 10:00 AM	JURY HEARING	Action Code: RCOM Action Date: 1/25/2013 12:00:00 AM Post Date: 1/10/2013 12:00:00 AM CW or JDGE: J Judge Profile: DAB Location Profile: 211
104	1/25/2013 9:41 AM	EXHIBITS/EVIDENCE FORM	PLAINITFF'S EXHIBIT LIST SUBMITTED AT HEARING BY ATTY. JOEL HOLT
103	1/25/2013 9:41 AM	EXHIBITS/EVIDENCE FORM	DEFENDANT'S EXHIBIT LIST PREPARED BY CLERK
102	1/25/2013 9:41 AM	EXHIBITS/EVIDENCE FORM	PLAINTIFF/PETITIONER'S EXHIBIT LIST PREPARED BY CLERK

101	1/25/2013 9:41 AM	AFFIDAVIT	AFFIDAVIT RECEIVED BY PROCESS SERVER FELIPE TORRES FOR SERVICE OF SUBPOENA TO MAHER YUSUF
100	1/25/2013 9:41 AM	AFFIDAVIT	AFFIDAVIT RECEIVED BY PROCESS SERVER FELIPE TORRES FOR SERVICE OF SUBPOENA TO WADDA CHARRIEZ
99	1/25/2013 9:41 AM	RECORD OF PROCEEDINGS ENTERED	RECORD OF PROCEEDING COMPLETED BY CLERK IRIS CINTRON, COURT REPORTER SUZANNE MILLER (TRO HEARING)
98	1/25/2013 9:41 AM	HEARING CONCLUDED	HEARING CONCLUDED
97	1/24/2013 9:41 AM	GENERAL NOTICE	DEFENDANTS' AMENDED CERTIFICATES OF SERVICE, DEFENDANTS AND RESPONSE IN OPPOSITION TO PLAINTIFFS' RENEWED TRO APPLICATION SUBMITTED BY JOSEPH DIRUZZO, ESQ.
96	1/24/2013 9:41 AM	GENERAL NOTICE	NOTICE OF INTENT TO FILE SUBPOENA RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
95	1/24/2013 9:41 AM	GENERAL MOTION	MOTION FOR LEAVE TO INTERVENE AND MEMORANDUM OF LAW IN SUPPORT OF THE MAJORITY SHAREHOLDERS' MOTION FOR LEAVE TO INTERVENE SUBMITTED BY K. GLENDA CAMERON, ESQ.
94	1/24/2013 9:41 AM	GENERAL NOTICE	PETITION FOR ADMISSION PRO HAC VICE OF CHRISTOPHER M. DAVID, ESQ. (COURTESY COPY) AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
93	1/24/2013 9:41 AM	LETTER TO CLERK OF THE COURT	PETITION IN INTERVENTION-COMPLAINT FOR DECLARATORY JUDGMENT SUBMITTED BY K. GLENDA CAMERON, ESQ.
92	1/24/2013 9:41 AM	GENERAL NOTICE	NOTICE OF INTENT TO FILE SUBPOENA RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
91	1/23/2013 9:41 AM	DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION FOR PROTECTIVE ORDER RELATED TO LIMITED DEPOSITIONS AND LETTER SUBMITTED BY JOSEPH DIRUZZO, ESQ.

90	1/23/2013 9:41 AM	GENERAL NOTICE	REQUEST TO TAKE JUDICIAL FILED BY JOEL HOLT, ESQ.
89	1/23/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING CERTIFIED COPY OF TRANSCRIPT OF FATHI YSUF, FILED BY JOEL HOLT, ESQ.
88	1/22/2013 9:41 AM	REPLY	DEFENDANT'S REPLY IN FURTHER SUPPORT OF THEIR MOTION TO COMPEL LIMITED DEPOSITIONS FILED BY JOSEPH A. DIRUZZO, III., ESQ.
87	1/22/2013 9:41 AM	GENERAL MOTION	DEFENDANT'S MOTION TO STRIKE JANUARY 9, 2013 DECLARATION OF WALEED HAMED, FILED BY JOSEPH A. DIRUZZO, III., ESQ.
86	1/22/2013 9:41 AM	IN OPPOSITION/OBJECTION	OPPOSITION TO DEFENDANT'S REQUEST TO TAKE JUDICIAL NOTICE FILED BY JOEL H. HOLT, ESQ.
85	1/22/2013 9:41 AM	COMPEL	DEFENDANTS' MOTION TO COMPEL LIMITED DEPOSITIONS OR, ALTERNATIVELY, TO EXCLUDE TESTIMONY PENDING COMPLETION OF LIMITED DEPOSITIONS AND LETTER SUBMITTED BY JOSEPH A. DIRUZZO, III, ESQ.
84	1/22/2013 9:41 AM	GENERAL MOTION	DEFENDANTS' MOTION FOR JUDICIAL NOTICE OF ADJUDICATIVE FACTS SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
83	1/18/2013 9:41 AM	IN OPPOSITION/OBJECTION	OPPOSITION TO MOTION TO COMPEL RECEIVED FROM ATTY. JOEL H. HOLT
82	1/18/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 01/18/2013 JOEL H. HOLT, ESQ. NIZAR DEWOOD, ESQ. CARL HARTMANN, III, ESQ. JOSEPH DIRUZZO, ESQ.
81	1/18/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT NOTICES OF SCHEDULED DEPOSITIONS OF WAHEED HAMED, HISHAM HAMED, MUFEEED HAMED, WALEED HAMED, AND MOHAMMED HAMED ARE STICKEN AND SUCH DEPOSITIONS SHALL NOT GO FORWARD SCHEDULED
80	1/17/2013 9:41 AM	GENERAL NOTICE	NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM SUBMITTED BY NIZAR DEWOOD, ESQ.

79	1/17/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM ISSUED TO JOEL HOLT, ESQ.
78	1/17/2013 9:41 AM		GENERAL NOTICE	NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM SUBMITTED BY NIZAR DEWOOD, ESQ.
77	1/17/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM ISSUED TO PAMELA L. COLON, ESQ.
76	1/17/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM ISSUED CART J. HARMANN, ESQ.
75	1/17/2013 9:41 AM		GENERAL NOTICE	NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM SUBMITTED BY NIZAR DEWOOD, ESQ.
74	1/16/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM RECEIVED ISSUED TO FIVE-H HOLDINGS, INC. SUBMITTED NIZAR DEWOOD, ESQ.
73	1/16/2013 9:41 AM		DOCUMENTS RECEIVED	DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION TO DEEM PARTIAL SUMMARY JUDGMENT CONCEDED SUBMITTED BY JOSEPH DIRUZZO, ESQ.
72	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF LIMITED DEPOSITION RECEIVED FOR WAHEED HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
71	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF LIMITED DEPOSITION RECEIVED FOR HISHAM HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
70	1/16/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM RECEIVED ISSUED TO GERALD GRONER, ESQ. SUBMITTED NIZAR DEWOOD, ESQ.
69	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR MOHAMMAD HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
68	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR WAHEED HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
67	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR HISHAM HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

66	1/16/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM RECEIVED ISSUED TO EAST END ASSOCIATES LIMITED PARTNERSHIP SUBMITTED NIZAR DEWOOD, ESQ.
65	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF LIMITED DEPOSITION RECEIVED FOR MOHAMMAD HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
64	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF LIMITED DEPOSITION RECEIVED FOR MUFEEED HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
63	1/16/2013 9:41 AM		REPLY	DEFENDANTS' REPLY IN FURTHER SUPPORT OF THEIR RULE 56(d) MOTION AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
62	1/16/2013 9:41 AM		SUBPOENA - CIVIL	SUBPOENA DUCES TECUM RECEIVED ISSUED TO BANCO POPULAR DE PUERTO RICO SUBMITTED NIZAR DEWOOD, ESQ.
61	1/16/2013 9:41 AM		GENERAL NOTICE	NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR MUFEEED HAMED AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

60	1/15/2013 9:41 AM	CONDITION PENDING	TARGET_DATE: 1/15/2013 12:00:00 AM TRIGGER_DATE: 9/17/2012 12:00:00 AM ACTION_TYPE: M MONITORED_ACTION: RETOFSUM MONITORED_CATEGORY: CIVL ORIGINAL_TARGET: 1/15/2013 12:00:00 AM ACTION_STATUS: PEND ACTION_STATUS_DATE: 9/17/2012 12:00:00 AM CRITICAL_DATE: 1/5/2013 12:00:00 AM CASE_TYPE: DAMG CASE_KEY: 413795 JUDGE_CODE: DAB CASE_STATUS: MOP CASE_STATUS_DATE: 10/24/2013 12:00:00 AM FILING_DATE: 9/17/2012 12:00:00 AM WARNING_FLAG_1: G WARNING_FLAG_2: A APPLICATION: C CASE_COMPLEXITY: MED SourceTable: MASTER SourceID: 413795 TargetID: 296129
59	1/15/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING PROOF OF SERVICE ISSUED TO FAHTI YUSUF RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
58	1/14/2013 9:41 AM	GENERAL MOTION	PLAINTIFF'S MOTION FOR PROTECTIVE ORDER, ORDER AND MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR A PROTECTIVE ORDER SUBMITTED BY JOEL HOLT, ESQ.
57	1/11/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING SUPPLEMENTLAL DOCUMENTS RE PLAINTIFF'S EMERGENCY MOTION AND MEMORANDU TO RENEW APPLICATION FOR TRO SUBMITTED BY JOEL HOLT, ESQ.
56	1/11/2013 9:41 AM	NOTICE OF FILING	NOTICE OF FILING PROPOSED ORDER RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

55	1/10/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 01/10/2013 JOEL H. HOLT, ESQ. NIZAR DEWOOD, ESQ. JOSEPH DIRUZZO III, ESQ. CARL J. HARTMANN III, ESQ.
54	1/10/2013 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, SCHEDULING HEARING FOR JANUARY 25, 2013 AT 10:00 AM
53	1/10/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE BRADY'S CHAMBER
52	1/10/2013 9:41 AM	HEARING	HEARING SCHEDULED 01/25/2013 10:00 A.M.
51	1/9/2013 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF JUDGE REASSIGNMENT PREPARED BY ROXANNE SERRANO, COURT CLERK SUPERVISOR
50	1/9/2013 9:41 AM	REPLY	PLAINTIFF'S REPLY TO DEFENDANTS' OPPOSITION TO MOTION TO DEEM PLAINTIFF'S PARTIAL SUMMARY JUDGMENT MOTION CONCEDED SUBMITTED BY JOEL HOLT, ESQ.
49	1/9/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE'S CHAMBER
48	1/9/2013 9:41 AM	GENERAL MOTION	PLAINTIFF'S EMERGENCY MOTION AND MEMORANDUM TO RENEW APPLICATION FOR TRO AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
47	1/9/2013 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE'S CHAMBER
46	1/9/2013 9:41 AM	NOTICE OF RECUSAL AND JUDGE REASSIGNMENT	DIRECT JUDGE REASSIGNMENT FROM: DDD TO: DAB
45	12/27/2012 9:41 AM	GENERAL NOTICE	NOTICE OF (7) DEPOSITIONS ISSUED FOR MOHAMMAD HAMED, WALEED HAMAD, WAHEED HAMAD, MUFEED HAMAD AND HISHAM HAMAD SUBMITTED BY JOSEPH DIRUZZO, ESQ.
44	12/27/2012 9:41 AM	GENERAL MOTION	DEFENDANTS' RULE 56(d) MOTION AND ALTERNATIVE MOTION FOR ENLARGEMENT OF TIME TO RESPOND TO MOTION FOR PARTIAL SUMMARY JUDGMENT & LETTER SUBMITTED BY JOSEPH DIRUZZO, ESQ.

43	12/27/2012 9:41 AM		REPLY	DEFENDANTS' REPLY IN FURHTER SUPPORT OF THEIR MOTION TO STRIKE SELF-APPOINTED REPRESENTATIVE SUBMITTED BY JOSEPH DIRUZZO, ESQ.
42	12/27/2012 9:41 AM		NOTICE OF FILING	NOTICE OF FILING PROPSED ORDER GRANTING MOTION TO STRIKE SELF-APPOINTED REPRESENTATIVE, ORDER AND LETTER SUBMITTED BY JOSEPH DIRUZZO, ESQ.
41	12/27/2012 9:41 AM		NOTICE OF APPEARANCE	NOTICE OF APPEARANCE AND LETTER RECEIVED SUBMITTED BY CARL HARTMANN, ESQ.
40	12/24/2012 9:41 AM		GENERAL MOTION	MOTION TO DEEM PLAINTIFF'S PARTIAL SUMMARY JUDGMENT MOTION CONCEDED AND REPLY TO DEFENDANT'S RULE 56 REQUEST SUBMITTED BY JOEL HOLT, ESQ.
39	12/17/2012 9:41 AM		GENERAL MOTION	MOTION FOR ENLARGEMENT OF TIME, ORDER AND LETTER RECEIVED SUBMITTED BY JOSEPH DIRUZZO,III ESQ.
38	12/13/2012 9:41 AM		REPLY	DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' RULE 12 MOTION FILED BY NIZAR DEWOOD, ESQ.
37	12/7/2012 9:41 AM		GENERAL MOTION	DEFENDANTS' SECOND MOTION TO EXTEND TIME TO REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANTS'S RULE 12 MOTION FILED BY NIZAR DEWOOD, ESQ.
36	12/4/2012 9:41 AM		DOCUMENTS RECEIVED	PLAINTIFF HAMED'S RESPONSE TO DEFENDANTS' RULE 17 MOTION TO STRIKE REPRESENTATIVE AND ORDER SUBMITTED BY JOEL HOLT, ESQ.
35	11/28/2012 9:41 AM		GENERAL MOTION	AGREED MOTION FOR ENLARGEMENT OF TIME, ORDER AND LETTER SUBMITTED BY JOSEPH DIRUZZO,III ESQ.
34	11/26/2012 9:41 AM		TO STRIKE/QUASH	DEFENDANTS' MOTION TO STRIKE SELF-APPOINTED REPRESENTATIVE AND ORDER SUBMITTED BY JOSEPH DIRUZZO,III ESQ.

33	11/26/2012 9:41 AM	EXTENSION OF TIME	DEFENDANTS' MOTION TO EXTEND TIME TO REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANTS'S RULE 12 MOTION AND ORDER SUBMITTED BY NIZAR DEWOOD, ESQ.
32	11/2/2012 9:41 AM	Fees/Fines Receivable generated for amount \$40	Location: X1 Transaction Number: 00000014 Transaction Group: 1000 Transaction Type: R Transaction Code: 325 Distribution Count: 01 Transaction Date: 11/2/2012 12:00:00 AM Action Date: 11/2/2012 12:00:00 AM Transaction Amount: 40 Subject: A000 To Account: 801 Status: P Void Date: 9/4/2007 12:00:00 AM
31	11/2/2012 9:41 AM	Receipt 00077621 generated for the amount of \$40	Location: X1 Transaction Number: 00000015 Transaction Group: 1000 Transaction Type: T Transaction Code: PAY Distribution Count: 01 Transaction Date: 11/2/2012 12:00:00 AM Action Date: 11/2/2012 12:00:00 AM Transaction Amount: 40 Transaction Balance: 40 Receipt Number: 00077621 To Account: 801 Payor/Payee: BRYANT BARNES Payment Type: CK From Account: 801 Check Account Number: 1808
30	10/23/2012 9:41 AM	DOCUMENTS RECEIVED	RESPONSE TO COURT'S OCTOBER 12, 2012 ORDER AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
29	10/19/2012 9:41 AM	GENERAL NOTICE	NOTICE TO THE COURT RECEIVED SUBMITTED BY JOEL HOLT, ESQ.
28	10/15/2012 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 10/12/2012 JOEL HOLT, ESQ. JOSEPH DIRUZZO, III, ESQ.

27	10/12/2012 9:41 AM	GENERAL JUDGMENT	ORDER SIGNED THAT WITHIN THIRTY (30) DAYS OF THE ENTRY OF THIS ORDER THE PARTIES SHALL INFORM THE COURT OF THE STATUS OF REMOVAL BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE VIRGIN ISLANDS. IF REMOVAL IS GRANTED, THE PARTIES SHALL TAKE APPROPRIATE STEPS TO DISMISS AND CLOSE THIR MATTER, IF APPROPRIATE. ALTERNATELY, IF PLAINTIFF OPPOSES REMOVAL, HE SHALL TAKE ANY APPROPRIATE STEPS WITHIN THIRTY DAYS FROM THE DATE OF THIS ORDER FOR THIS COURT RETAIN JURISDICTION HEREIN SIGNED BY JUDGE DARRYL DEAN DONOHUE
26	10/4/2012 9:41 AM	GENERAL NOTICE	NOTICE OF REMOVAL AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.
25	10/2/2012 9:41 AM	REPLY	PLAINTIFF'S REPLY TO DEFENDANTS' MOTION FOR ENLARGEMENT OF TIME SUBMITTED BY JOEL HOLT, ESQ.
24	10/2/2012 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF ORDER 10/01/2012 JOEL H. HOLT, ESQ.
23	10/2/2012 9:41 AM	NOTICE OF ENTRY OF JUDGMENT	NOTICE OF ENTRY OF RECUSAL OR REASSIGNMENT
22	10/2/2012 9:41 AM	LETTER TO JUDGE	FILE FORWARDED TO JUDGE DONOHUE'S CHAMBERS FOR REVIEW
21	10/2/2012 9:41 AM	NOTICE OF RECUSAL AND JUDGE REASSIGNMENT	DIRECT JUDGE REASSIGNMENT FROM: JAB TO: DDD
20	10/1/2012 9:41 AM	GENERAL MOTION	DEFENDANTS' MOTION TO PROCEED ON PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION AS A MOTION FOR PRELIMINARY INJUNCTION AND FOR ENLARGEMENT OF TIME TO RESPOND TO SAME, ORDER AND LETTER SUBMITTED BY JOSEPH DIRUZZIO, III, ESQ.
19	10/1/2012 9:41 AM	GENERAL NOTICE	NOTICE OF REMOVAL AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

18	10/1/2012 9:41 AM	GENERAL JUDGMENT	ORDER OF RECUSAL SIGNED BY JUDGE JULIO A. BRADY
17	9/24/2012 9:41 AM	NOTICE OF APPEARANCE	NOTICE OF APPEARANCE FOR DEFENDANT SUBMITTED BY ATTORNEY JOSEPH A. DIRUZZO, ESQ.
16	9/24/2012 9:41 AM	LETTER TO CLERK OF THE COURT	LETTER RECEIVED FROM JANNESE CORREA ENCLOSING NOTICE OF APPEARANCE IN THE MATTER OF MOHAMMAD HAMED BY HIS AUTHORIZED AGENT WALEED HAMED V. FATHI YUSUF & UNITED CORPORATION
15	9/20/2012 9:41 AM	NOTICE OF FILING	NOTICE OF FILING PROPOSED ORDER FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION FILED BY ATTY. JOEL H. HOLT
14	9/19/2012 9:41 AM	GENERAL NOTICE	NOTICE OF SERVICE OF MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION FILED BY ATTY. JOEL H. HOLT
13	9/18/2012 9:41 AM	GENERAL MOTION	MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION AND MEMORANDUM IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION SUBMITTED BY JOEL HOLT, ESQ.
12	9/17/2012 9:41 AM	Fees/Fines Receivable generated for amount \$75	Location: X1 Transaction Number: 00000014 Transaction Group: 1000 Transaction Type: R Transaction Code: 120 Distribution Count: 01 Transaction Date: 9/17/2012 12:00:00 AM Action Date: 9/17/2012 12:00:00 AM Transaction Amount: 75 Subject: P001 To Account: 801 Payor/Payee: MOHAMMAD HAMED BY HIS Status: P Void Date: 6/10/2005 12:00:00 AM

11	9/17/2012 9:41 AM	Receipt 00076450 generated for the amount of \$75	Location: X1 Transaction Number: 00000015 Transaction Group: 1000 Transaction Type: T Transaction Code: PAYFFEE Distribution Count: 01 Transaction Date: 9/17/2012 12:00:00 AM Action Date: 9/17/2012 12:00:00 AM Transaction Amount: 75 Transaction Balance: 75 Receipt Number: 00076450 To Account: 801 Payor/Payee: HOLT, JOEL H Payment Type: CK From Account: 801 Check Account Number: 9081
10	9/17/2012 9:41 AM	SUMMONS ISSUED	20 DAY SUMMONS ISSUED
9	9/17/2012 9:41 AM	SUMMONS ISSUED	20 DAY SUMMONS ISSUED
8	9/17/2012 9:41 AM	NOTICE OF RECUSAL AND JUDGE REASSIGNMENT	DIRECT JUDGE ASSIGNMENT Hon. Julio A. Brady JAB
7	9/17/2012 9:41 AM	CIVIL INFORMATION AND LITIGANT DATA FORM	CIVIL COVER SHEET RECEIVED
6	9/17/2012 9:41 AM	GENERAL MOTION	DOCKETING LETTER AND NOTICE OF JUDGE ASSIGNMENT PREPARED
5	9/17/2012 9:41 AM	PAYMENT MADE /FEE PAID	FILING FEE ASSESSED
4	9/17/2012 9:41 AM	COMPLAINT	VERIFIED COMPLAINT RECEIVED
3	9/17/2012 9:41 AM	PAYMENT MADE /FEE PAID	FEE RECEIVED RECEIPT # - 00076450
2	9/17/2012 9:41 AM	JURY DEMAND	TRIAL BY JURY DEMANDED
1	9/17/2012 9:41 AM	CIVIL INFORMATION AND LITIGANT DATA FORM	CIVIL LITIGANT PERSONAL DATA FORM RECEIVED

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

HODA FATHI YUSUF HAMED,	)	
	)	SX-13-DI-42
Plaintiff,	)	
	)	ACTION FOR DIVORCE
v.	)	
	)	
HISHAM MOHAMMED HAMED,	)	
	)	
Defendant.	)	
<hr style="border: 0.5px solid black;"/>		

**AFFIDAVIT**

I, HODA FATHI YUSUF HAMED, a/k/a MONA HAMED, being first duly sworn, do hereby make the following statements based upon personal knowledge:

1. Both my husband, Hisham Mohammad Hamed, and I, were born and raised on St. Croix, and are Muslims. I have been a Muslim all of my life, and have been faithful to and participated in the culture of Islam in all aspects of my life.

2. I was attending college, with a 3.4 GPA when my husband asked for my hand in marriage. See Exhibit 2, transcript from college. The proposed marriage was amenable to me and my family. My husband told me I would raise the family, and he would be the breadwinner, so I did not complete my degree, and agreed to remain home to care for our children. Prior to our marriage I had lived a chaste life, Mr. Hamed was the first man I had known, and he is the only man I have known. I was a virgin, and would not have entered into relations with Mr. Hamed absent the marriage.

3. Pursuant to the requirements of our Mosque, we were married before an Imam, the Mosque leader on May 7, 1999. Our marriage was performed in accordance with Islamic law, and a Marriage Certificate was issued by the Mosque, in its role as part of the Virgin Islands international Islamic Society, Inc.

4. The Marriage Certificate certified that my husband and I had entered into a marriage contract. The Marriage Certificate was witnessed by two witnesses, Waleed Hamed and Mohamed Hannun, and was signed by both my husband and me as husband and wife. The Imam signed the Marriage Certificate, certifying that the marriage had been entered. Another person, Yousef Ali, also signed as "secretary." The Marriage Certificate set forth our ages and residence and the date the marriage was entered. A true copy of the Marriage Certificate is attached hereto as **Exhibit 3**. A further ceremony was held on July 18, 1999, attended by the Arabic community, family and friends.

5. My husband and I had a formal wedding ceremony in 1999 attended by family and friends. Photos are attached as **Exhibit 4**, demonstrating the traditional marriage ceremony that was held.

6. At the signing of the Marriage Certificate in 1999 my father was present, and he congratulated my husband and his parents, telling Mr. Hamed that he was now responsible for protecting me and looking after my welfare. Photos were taken at the signing, per **Exhibit 5**.

7. Under Islamic culture the men are solely responsible for arranging the marriage and for making certain the marriage is properly performed. Men alone consult with the Imam about the marriage arrangements, men alone take care of the legal requisites. Women are not involved in these processes. It would be a breach of Islamic culture for the woman to take on these responsibilities. See the Affidavit of Professor Gabriel Sawma, attached hereto as **Exhibit 6, page 5**.

8. I was married in accordance with Islamic law and my culture. There was no question about the validity of the marriage in my mind, nor in the eyes of the Muslim community. My husband and I lived our lives as a married couple. Four children were born of our marriage; Alinah Hamed in 2001, Hanan Hamed in 2002, Hakeem Hamed in 2004 and Salma Hamed in 2007. My husband and I have cohabited for almost 14 years as husband and wife. My husband moved out in November 2012, despite my pleas that he remain, abandoning me and our children. I pleaded he remain for the sake of the children, and because I believe in the sanctity of our marriage.

9. In reliance upon the legitimacy of the marriage, I have treated every aspect of my life as a married woman, fully relying upon the Certificate of Marriage I received and the ceremonies that were performed. My husband, who now seeks to void the marriage on a technicality, also appears to have represented to all third parties that he and I were married throughout our relationship.

10. Without exhausting every reference to our marriage, I have utilized my married name "Hoda Hamed" on my passport, Exhibit 7, I have signed tax returns as the spouse of the filer at the request of my husband, Exhibit 8, my checking account is in my married name, Exhibit 9, my Banco Popular card is in my married name, Exhibit 10, my Social Security card is in my married name, Exhibit 11, my drivers license (Florida) is in my married name Exhibit 12, my passport card is in my married name, Exhibit 13, my CIGNA health card is in my married name, Exhibit 14, my Visa credit card, my Gap credit card, my Gold MasterCard, and my platinum MasterCard, Exhibit 15, are all in my married name. The Exhibits are redacted to protect my privacy.

11. Aside from cosigning the tax documents as husband and wife, Mr. Hamed signed as my husband on the marriage certificate, **Exhibit 3**, he stated he was married in five warranty deeds to Florida properties, **Exhibit 16**, he stated he was married, under penalty of perjury, and he identified me as his wife on a W-4 "Employee's Withholding Allowance Certificate," **Exhibit 17**, and he called me his spouse in his Trust, **Exhibit 18**. Again, this is not an exhaustive demonstration of the extent to which our marriage was accepted and represented by my husband and me as lawful. It was understood that I was the wife of Hisham Hamed.

12. It is troubling that my husband, who sought extensions for filing taxes, has not filed income taxes from 2003 on. There are now 10 years of un-filed taxes. He filed these extensions for himself and me, thereby creating potential issues for me with the Virgin Islands Internal Revenue Bureau, and when he did, in fact file, he filed as husband and wife, naming me as his wife.

13. My husband was clearly aware of the local rule relating to the need for issuance of a Virgin Islands marriage license. In 2008 Syaid Yusuf, my brother, married Amal Hamed, from my husband's family. A true copy of Syaid and Amal Yusuf's Islamic Marriage Certificate, dated July 18, 2008, and their Virgin Islands marriage license are attached as **Exhibit 19**. In this marriage, the husband was a Yusuf and the wife a Hamed, the obverse of the gender roles when I married Hisham Hamed. The Hamed patriarch demanded that the marriage include a Virgin Islands marriage license. Clearly, the Hamed Family, and therefore my husband, knew of the licensing issue. This demand caused my family, the Yusufs, to reassess whether our marriage

requisites had been met, and my father told my husband to make certain that his marriage to me was properly legalized.

14. In response, my husband I went to the Court and obtained a "License and Certificate of Marriage" from the Virgin Islands, issued July 25, 2008. A true copy thereof is attached as **Exhibit 20**. I signed per my husband's instructions and he took the form to complete it. Within a few days thereafter he told me that he had taken care of it, the licensing requirement was done. Although, I have since learned that the licensing was not fully completed, nevertheless it contained most of the requisites of licensing. My husband, however, never turned the form in to the Court. There was no legitimate explanation for his failure, other than that my husband sought to avoid completing the marriage requisites in an effort to defraud me, and he actively allayed my family's and my concerns by claiming to me that he had completed the marriage license process. The excuse in his Affidavit is without merit, a new ceremony could have been easily performed. My husband never told me he had not completed the licensing process, or that he thought we were not married, until he sought to claim he was not married to me in this litigation.

15. I needed to renew my driver's license in the Virgin Islands in March 2013. To do so it was necessary to provide a copy of the marriage license from the Virgin Islands Court. I began to ask my husband, repeatedly, for a copy of the marriage license, beginning in January 2013, but he ignored me, and finally simply refused to provide it. I even gave him letters to sign to help me, but he refused to sign them. Attached as **Exhibit 21** are letters dated March 4, 2013 and March 6, 2013 given by me to my husband to sign. He refused to sign them or to provide the marriage license. He

did not, however, admit that he had intentionally misled me and my family regarding the license and our marriage. His intent to shame me and disavow the marriage only became clear upon his filing of his motion to dismiss the divorce pleading.

16. My husband made clear in his motion that my family, the Yusuf family, and his family, the Hamed family, have been litigating matters related to business. That fight is germane because the claim that my husband and I are not married is an effort to bring shame and damage to the Yusuf family as a whole, I am collateral damage.

17. Under our Muslim marriage, divorce would entail my husband taking on the absolute responsibility for the support of me as his ex-wife and our children. See the Affidavit of Amjad Hammoudeh, Exhibit 22.

18. I am of Palestinian descent.

FURTHER AFFIANT SAYETH NAUGHT.

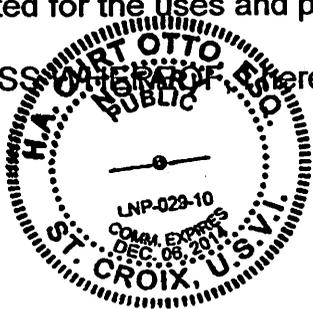
HODA FATHI YUSUF HAMED a/k/a  
MONA HAMED

**ACKNOWLEDGMENT**

TERRITORY OF THE VIRGIN ISLANDS     )  
DISTRICT OF ST. CROIX                     ) ss.

On this the 7 day of Jan, 2013 before me the undersigned officer, personally appeared **Hoda Fathi Yusuf Hamed a/k/a Mona Hamed**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and who further declared to me that the said document was freely and voluntarily executed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC



**University of Petra**  
(Private University)  
Office of Admissions & Registration

المتسرة الخاصة  
التسجيل والتسجيل



Office of Admissions & Registration  
University of Petra

*[Signature]*

Student's Name: [Redacted]  
Student ID: [Redacted]  
Faculty: [Redacted]  
Department: [Redacted]  
Program: [Redacted]

**Official Copy**

English Language (102100) - 3.00  
Basic Grammar (202104) - 2.00  
Group Discussion (202216) - 2.00  
Environmental Education (202100) - 2.00  
Communication & Society (202100) - 2.00  
Military Sciences (202101) - 2.00

Semester	Hours Attended	Hours Passed	Average
First Semester	10	10	3.30
Cumulative	21	21	3.40

Course	Hours Attended	Hours Passed	Average
202100 English Language	3	3	3.00
202104 Basic Grammar	2	2	3.00
202216 Group Discussion	2	2	3.00
202100 Environmental Education	2	2	3.00
202100 Communication & Society	2	2	3.00
202101 Military Sciences	2	2	3.00

Semester : Hours attended: 10 Hours Passed: 10 Average: 3.30  
Cumulative : Hours attended: 21 Hours Passed: 21 A.P.A : 3.40  
(Very Good)

Any deletion or alteration effected to this document will render it invalid.

11/2013 Jordan Computer Forum TEL: 064113

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**EXHIBIT**  
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Date: 23/04/2013

To Whom it May Concern

The Office of Admission and Registration at Petra University hereby certifies that:

Student Name : HODA FATHI YUSUF

Student Number : [REDACTED]

Faculty of : Arts

Majoring In : English Language and Literature /Bachelor

Was enrolled as a full time student from the beginning of the first semester of the academic year 1998/1999.

This certificate is given to her upon her request.

Dean Of Admission & Registration

Dr. Nasser Al Jamal



جامعة البتراء

Director of Admission & Registration

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

الجمعية الإسلامية العالمية لجزر العذراء  
VIRGIN ISLANDS INTERNATIONAL ISLAMIC SOCIETY, Inc.  
84-85 Herman Hill (Mosque),  
P.O. Box 659  
Kingshill, St. Croix, U.S. Virgin Islands 00851-0659

No. #10  
Date May 7, 1999  
Place St. Croix

## Marriage Certificate

OCCUPATION	NATIONALITY	AGE	RESIDENCE	COUNTRY	FULL NAME
Manager	American	23	V. I.	USA	Husband Hisham Mohammad Hamed
Student	American	19	V. I.	USA	Wife Hoda Fathi Yusuf

PROOF OF AGE and IDENTIFICATION

Drivers License, Birth Certificate

DOWRY	1. Advance 2. Belonging	
		One Dollar Ten Thousand Dollars

How is Dowry to be paid? In Cash

Special request (Conditions) None

Approval of Guardian. Fathi Yusuf

I, Adnan J. Ahmed, HAVE PERFORMED THIS MARRIAGE CONTRACT ACCORDING TO THE LAWS OF ISLAM, BETWEEN THE ABOVE NAMED MUSLIMS.

Witness Signature	Witness Signature	Husband Signature	Wife Signature
<i>Waleed Hamed</i> Waleed Hamed	<i>Mohamed Hannun</i> Mohamed Hannun	<i>Hisham Hamed</i>	<i>Hoda Yusuf</i>

*Yousef M. Ali* SECRETARY Yousef Ali IMAM *A. J. Ahmed*

EXHIBIT

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EXHIBIT  
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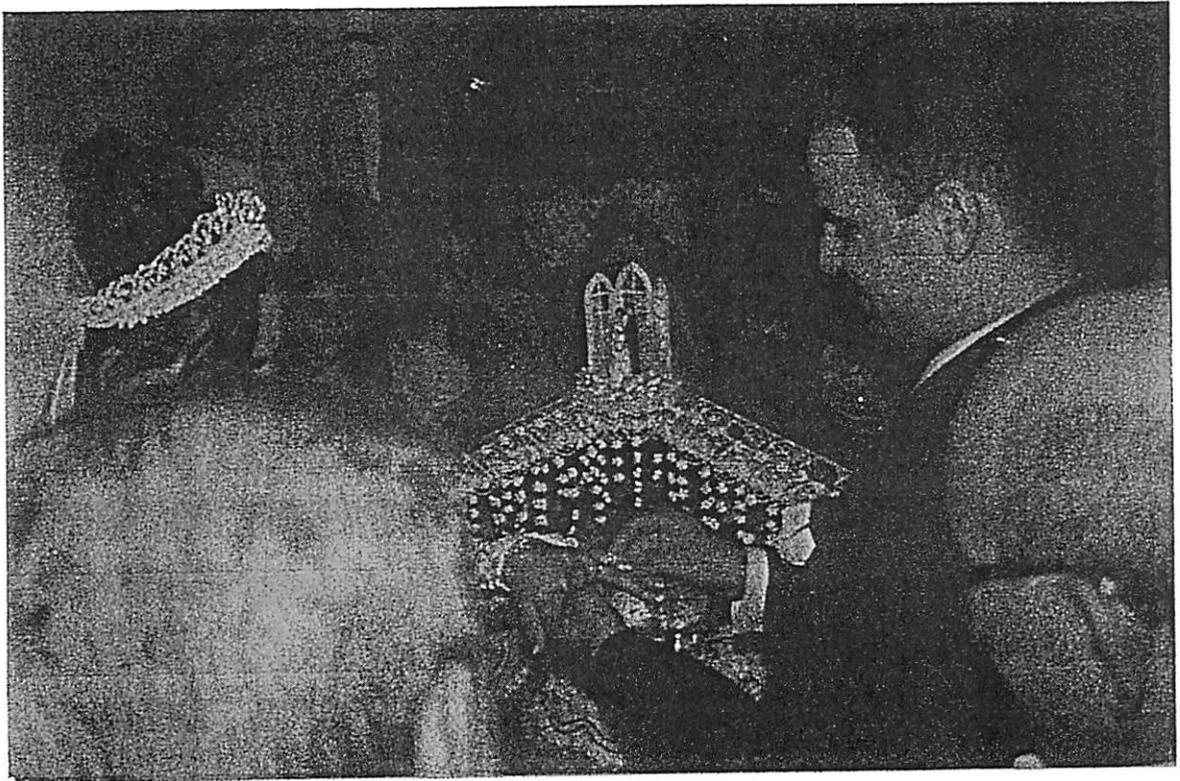


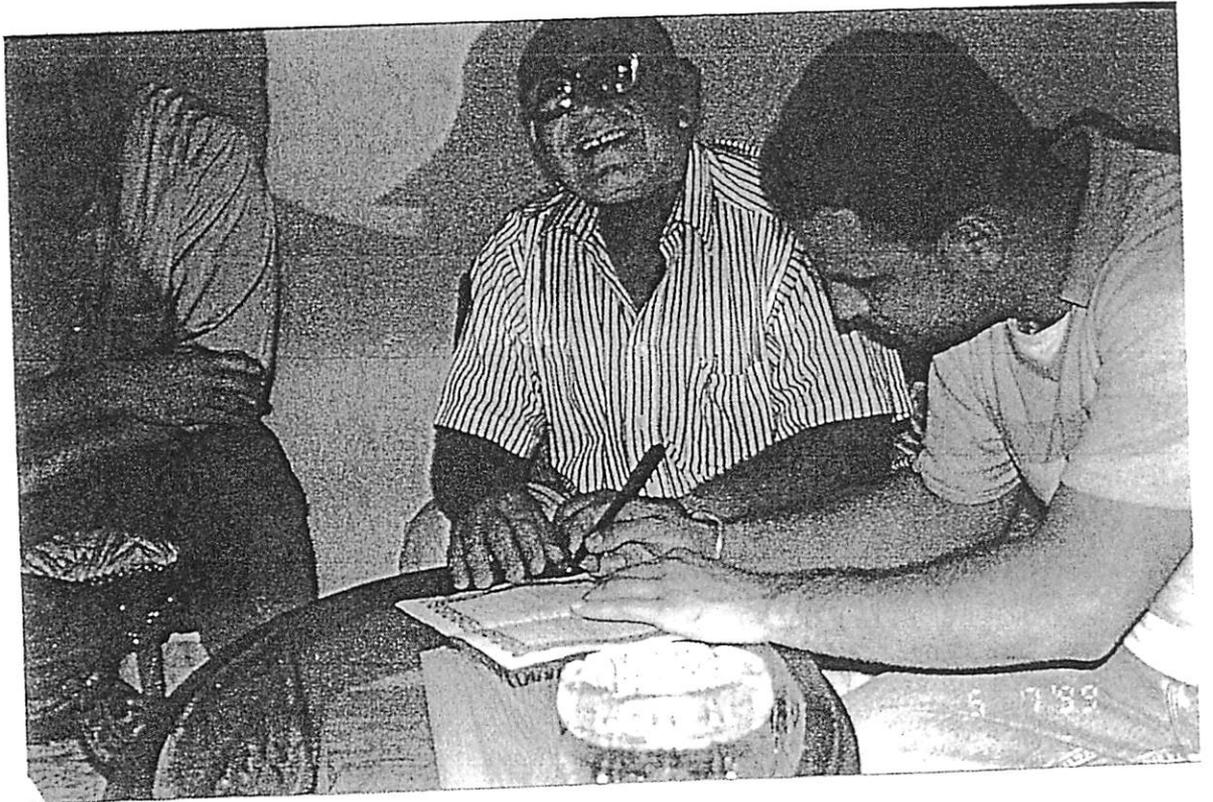
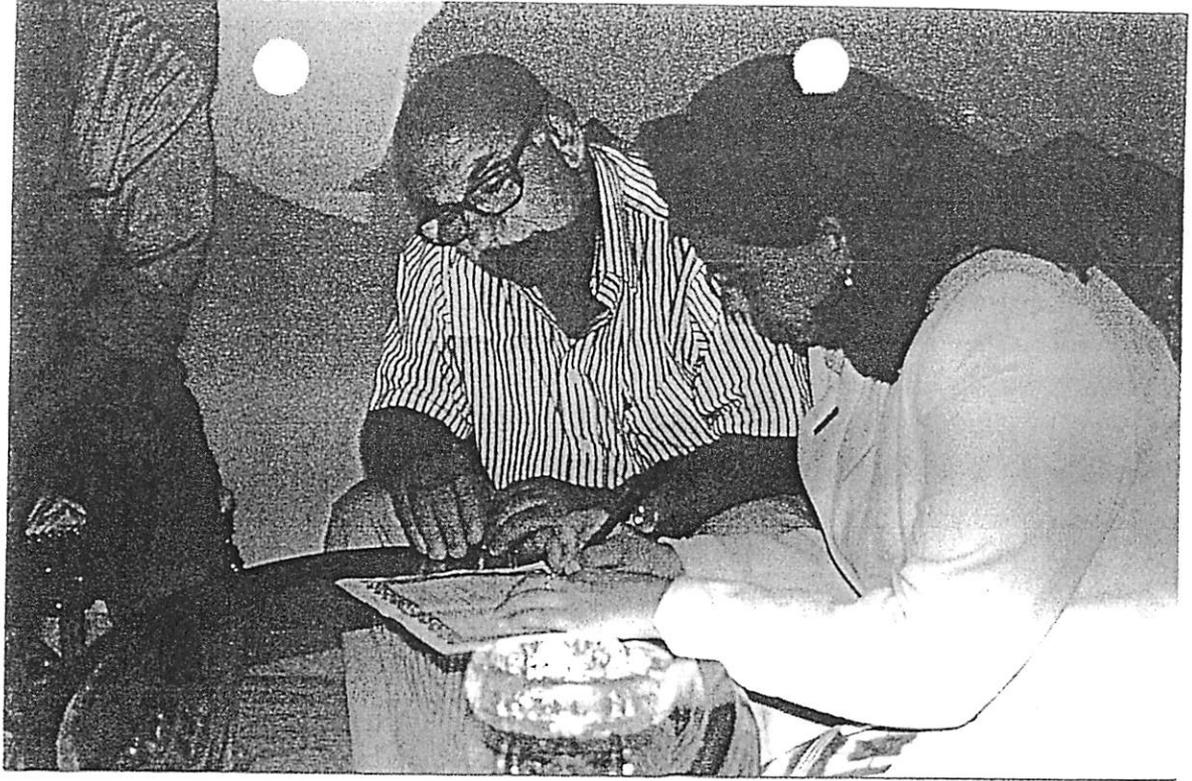


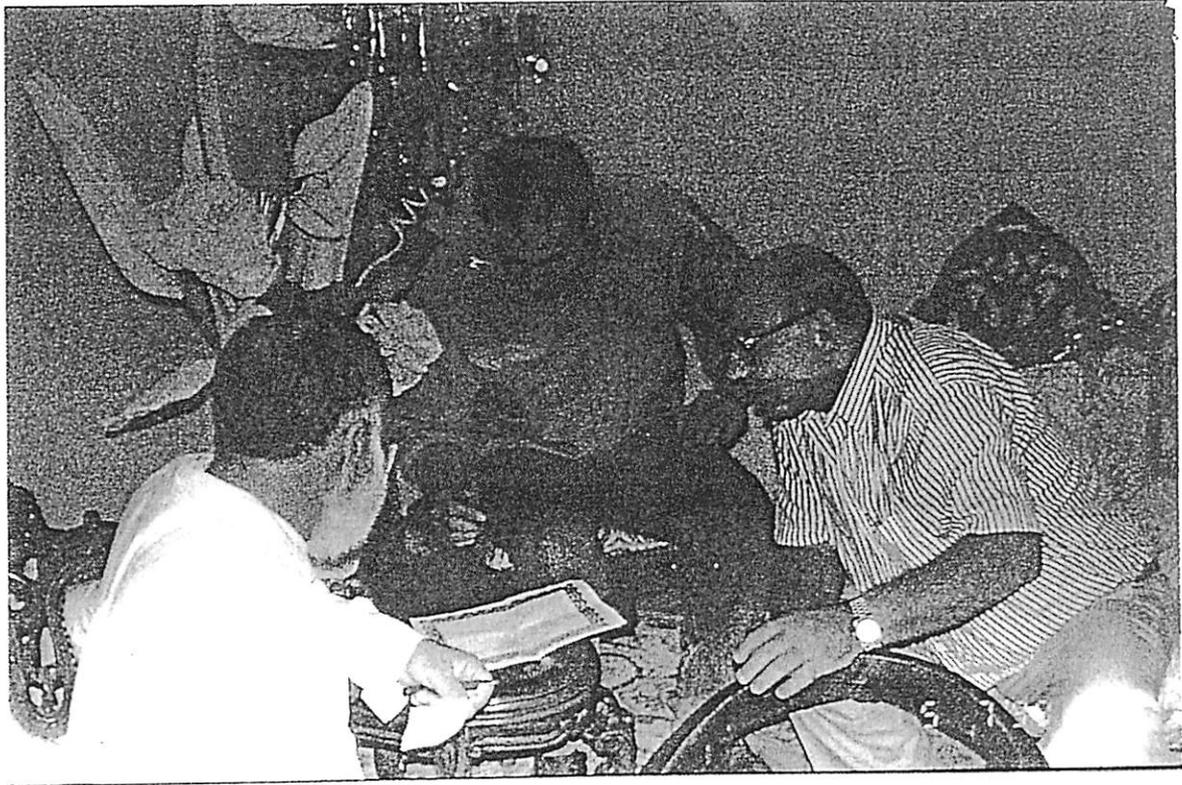
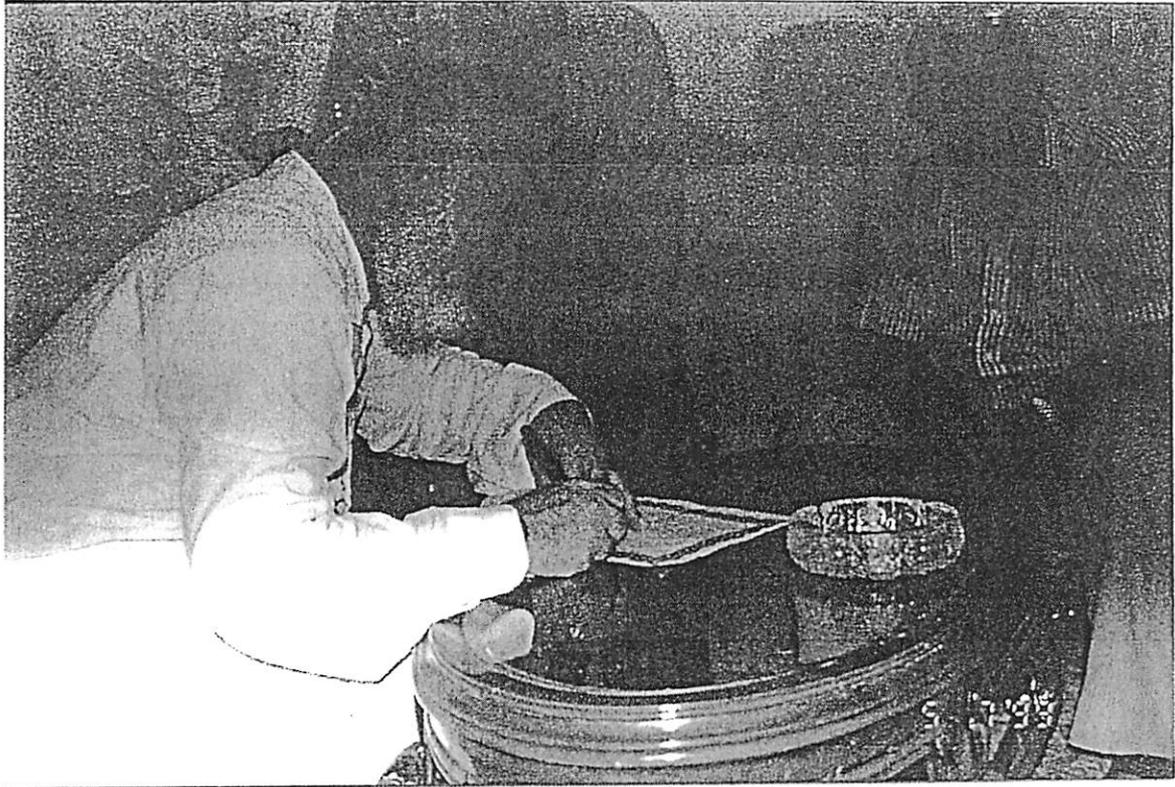




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IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

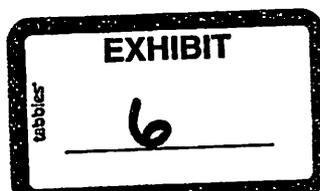
HODA FATHI YUSUF HAMED, )  
 )  
 Plaintiff, ) SX-13-DI-42  
 )  
 v. ) ACTION FOR DIVORCE  
 )  
 HISHAM MOHAMMED HAMED, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

**AFFIDAVIT**

Professor Gabriel Sawma, being duly sworn, deposes and says:

1. I am a professor at Fairleigh Dickinson University and an expert consultant on Middle East laws, including Islamic divorce in Courts of The United States. Annexed hereto is my current curriculum vita. I submit this Affidavit in connection with the application of Hoda Fathi Yusuf Hamed for recognition of her marriage that took place in Virgin Island International Islamic Society, Inc. in St. Croix on May 7, 1999. My Curriculum Vitae is filed herewith.
2. I am fully familiar with the Islamic law of marriage, divorce, and custody of children. I have reviewed the marriage certificate issued by Imam Adnan J. Ahmed, who is duly authorized to solemnized marriages for the Muslim community in that jurisdiction.
3. A review of the file reveals the following:

The parties were married in St. Croix on May 7, 1999.



Mr. Hisham Mohamed Hamed and Hoda Fathi Yusuf Hamed entered into a marriage agreement in accordance with Islamic law.

Both parties were aware that by signing the marriage agreement, they were considered husband and wife according to the law of Islam.

The parties have four minor children:

Alinah H. Hamed, born on May 18, 2001 in St. Thomas;  
Hanan H. Hamed, born on November 9, 2002 in St. Croix;  
Hakeem H. Hamed, born on April 19, 2004 in St. Croix;  
And Salma H. Hamed, born April 17, 2007 in St. Thomas.

4. On March 22, 2013, Ms. Hoda Fathi Yusuf Hamed (herein referred to as "wife"), represented by counsel H.A. Curt Otto, Esq., initiated a divorce proceeding in the Superior Court of the Virgin Islands, Division of St. Croix. Mr. Hisham Mohamed Hamed (herein referred to as "husband"), represented by counsel Carol A. Rich, Esq.
5. The wife indicated in her complaint that "husband's infidelity, verbal and mental abuses, and emotional and actual abandonment, causing the divorce."  
(See the Complaint, p. 2)
6. The complaint added that "there has been a total and complete breakdown of the matrimonial relationship to the extent that the legitimate objects of matrimony have been destroyed and there remains no likelihood of reconciliation." (Complaint, p. 2)
7. Wife received a "Marriage Certificate", # 10, dated May 7, 1999, issued by Virgin Islands International Islamic Society, Inc. The marriage of Hoda and

- Hisham was performed by Imam Adnan J. Ahmad in accordance with “the law of Islam, between the above named Muslims” (See Marriage Certificate).
8. The Marriage Certificate indicates that it is a “marriage contract”, and was done “according to the laws of Islam” between Hoda (wife) and Hisham (husband). (See Marriage Certificate)
  9. The marriage contract identifies husband as Hisham Mohammad Hamed, occupation: manager; nationality: American; age: 23; residence: Virgin Islands; country: USA.
  10. The marriage contract identifies wife as Hoda Fathi Yusuf; occupation: student; nationality: American; age: 19; Residence of Virgin Islands; country: USA.
  11. The marriage contract shows that the parties had “proof of age and Identification” by “Drivers License, Birth Certificate”.
  12. The marriage contract has a “dowry” provision of “One Dollar” and “Ten Thousand Dollars”.
  13. The marriage contract was signed in the presence of two witnesses, the witnesses signed the contract and are identified as:  
  
Waleed Hamed  
  
Mohamed Hannun
  14. The marriage contract is signed by both husband and wife.
  15. Additionally, the marriage contract is signed by Yousef Ali, identified as “secretary”.

16. On April 18, 2013, the husband presented, through his counsel a motion to dismiss the divorce complaint. In his motion, the husband claims that "the parties are not husband and wife." (See Motion to Dismiss)
17. Husband admits in his motion that he and Hoda had "participate[d] in a religious ceremony at the Islamic Mosque on St. Croix." He also admits that "they [i.e. he and his wife] obtained what was entitled a 'Marriage Certificate' issued by the Virgin Islands International Islamic Society." (See Motion to Dismiss).
18. Husband admits that "in 2008, Mr. Hamed and Ms. Yusuf started, but never completed, the process necessary to become legally married in the Virgin Islands." He further states in his motion that "they went together [he and his wife] to the Superior Court of the Virgin Islands and applied to the clerk for a marriage license. Pursuant to 16 V.I.C Section 35, to obtain the license, Mr. Hamed and Ms. Yusuf would have been required to make various representations to the Clerk of the Court, including representation that they were not married." (See Motion to Dismiss)
19. Husband states in his motion that "On July 25, 2008, the Superior Court issued a license, which would have allowed Mr. Hamed and Ms. Yusuf to become husband and wife, provided that the ceremony to solemnize the marriage was performed by a duly authorized person within 3 months, or by on or before October 25, 2008. That did not happen..." (See Motion to Dismiss)

20. In order to assist the Court with understanding how Islamic marriages are performed and what the ramifications of not recognizing the marriage that took place on May 7, 1999 are, the following is a summary of the Islamic marriage contracts and divorce.

## I Islamic Marriage Contracts

### A. Marriage in Islam

Under Islamic culture the men are solely responsible for arranging the marriage and for making certain the marriage is properly performed. Men alone consult with the Imam, men alone take care of the legal requisites. Women are not involved in the processes. It would be a breach of Islamic culture for the woman to take on these responsibilities.

A marriage in Islam is seen as a civil contract whose main function is to form a family through sexual relations between a man and a woman. The sexual relation becomes licit when the marriage contract is signed.

Under Islamic law, marriage is also seen as a religious obligation and is associated with a host of ethical injunctions. This means any sexual contact outside marriage constitutes the crime of *zina* (fornication), whose penalty can reach stoning in the Hamas territory of Gaza Strip in Palestine, Afghanistan, Pakistan, Saudi Arabia, Somalia, North Sudan and Iran.

Additionally, in Islam, celibacy is condemned and is highly discouraged. In this way, marriage acquires a religious dimension: it become a necessity in the preservation

of morals and chastity through the satisfaction of sexual needs by means of a marriage contract. At this level, the contract is one of equality between two consenting adults.

The marriage contract presented in this case shows beyond doubt that husband and wife agreed to initiate a marriage relation to establish a family in accordance with the provisions of Islamic law.

### **B. Islamic Marriage is Civil Contract Requiring Offer and Acceptance**

In its legal context, Islamic marriage is a civil contract of exchange with defined terms and uniform legal ramifications. As such, Islamic marriage has two essential elements, the offer (*ijab*) which is made by the woman or her guardian, and the acceptance (*qubul*) by the man. Both: offer and acceptance must be uttered in a single session.

Marriage under Islamic law being merely a contract, it is necessary that it should be free of fraud, or coercion. Hence an Islamic marriage brought about under coercion or fraud may be set aside at the request of the party whose consent was so caused.

Consequently, a marriage contract that was done without an acceptance and offer is considered illegal and subject to annulment.

The marriage contract presented to the Court shows that both husband and wife reached a civil agreement after an offer and acceptance were made by the parties. They both signed on the agreement.

### **C. Who May contract a Marriage**

Every Muslim of sound mind, who has attained puberty, may enter into a contract of marriage. The marriage contract in the case at hand shows that the bride was

nineteen years old and the groom twenty-three when both signed the contract. Therefore, both were at a legal age to sign the marriage agreement.

#### **D. Witnesses**

A marriage contracted without witnesses is only invalid, and not void. An invalid marriage, (as distinguished from a valid marriage), may be terminated by a mere repudiation on either side. It does not confer any rights on either party to inherit from the other, nor does it entitle the woman to dower, unless the marriage has been consummated.

Furthermore, an invalid marriage has the effect that children born during the continuance of the contract are regarded as legitimate.

The marriage contract presented satisfies the Islamic law in the sense that it mentions the names of two witnesses. This makes the contract legal.

#### **E. Effect of a Valid Marriage**

A valid marriage confers upon the wife the right to dower, maintenance, and residence in her husband's house, and imposes on her the obligations to be faithful and obedient to her husband, and to admit him to sexual intercourse. It creates between the parties reciprocal rights of inheritance.

The marriage contract in the case at hand will produce, under Islamic law, the effects of a valid marriage. The wife under this marriage contract is entitled to dower, maintenance, and residence in her husband's house because she is legitimately married to her husband.

## **F. Maintenance of Wife**

Under Islamic law, the husband is bound to maintain his wife so long as she is faithful to him and obeys his reasonable demands; but he is not bound to maintain a wife who refuses herself to him, or is otherwise disobedient, unless the refusal or disobedience is justified by non-payment of her dower, or the nonpayment of living expenses for her and her children.

The motion to dismiss presented by the husband does not show that the wife was unfaithful to her husband, or that she refused his reasonable demands, or that she refused herself to him, or that she was disobedient.

## **II Divorce in Islam**

The contract of marriage under Islamic law may be dissolved in three ways:

1. By the husband at his will, and without the intervention of a court of law. A divorce by husband may be effected by writing as well as by word of mouth;
2. By mutual consent of the husband and wife, also without the intervention of a court; or
3. By a judicial decree at the suit of the husband or wife. **BUT THE WIFE CANNOT DIVORCE HERSELF FROM HER HUSBAND EXCEPT BY OBTAINING A JUDICIAL DECREE.**

When the divorce proceeds from the husband, it is called *talaq*; and when it is a result of a mutual consent of the husband and wife, it is sometimes called *khul*, and sometimes *mubarat*.

### **A. Divorce by Husband (*Talaq*)**

Any Muslim man, who has attained puberty, may divorce his wife at will, without any cause and without any misbehavior on her part.

No special expressions are necessary to constitute a valid *talaq*; but it is necessary that the words used to pronounce *talaq* must be clearly indicative of the husband's intention to dissolve the marriage. The *talaq* is effective even without the presence of the wife, or without her knowledge.

This type of divorce takes place in the following manner:

- 1- By a single announcement of *talaq* by the husband, followed by abstinence from sexual intercourse for the period of *iddat* (the menstruation period of one month). This type is called *Talaq Ahsan*. The *Talaq Ahsan* becomes complete and irrevocable on the expiration of the period of *iddat*. Or
- 2- By declaration of *talaq* repeated three times, once during each successive period of *tuhr* (as distinguished from period of menstruation), and accompanied by abstinence from sexual intercourse until the third pronouncement (this type is called *Talaq Hasan*). The *Talaq Hasan* becomes complete and irrevocable after third pronouncement, and it is not suspended until completion of *iddat*. Or
- 3- By declaration of *talaq* repeated three times at shorter intervals or even in immediate succession (this type is called *talaq al-Bidaa*). The *Talaq al-Bidaa* becomes complete and irrevocable immediately the triple

repudiation is made, if such repudiation was made during the *tahr* of the wife [i.e. period between two menstruation cycles, or cleanness] and the husband had no intercourse with her during that period; in other cases, it becomes complete on the expiration of the period of *iddat*.

This form of *talaq* is not judicial, it is a right granted to the husband to divorce his wife whenever he decides. The wife cannot stop her husband from divorcing her at his will. Until the *talaq* becomes complete, the husband has the option to revoke it, which may be done either expressly, or in an implied manner such as resuming sexual intercourse.

NOTE: When the marriage is not consummated, the divorce may be accomplished by a single declaration of *talaq*.

### **B. *Talaq* by Delegation**

An agreement entered into before marriage, by which it is provided that the wife should be at liberty to divorce herself from her husband under certain specified conditions, is valid, if the conditions are of a reasonable nature, and are not opposed to the policy of Islamic law. When such an agreement is made, the wife may, on the happening of the contingences, repudiate herself in the exercise of the power, and a divorce will then take effect to the same extent as if the *talaq* had been pronounced by the husband.

### **C. *Khul* Divorce**

This type is a judicial divorce, with the consent, and at the request of the wife, in which she gives or agrees to give a consideration to the husband for the release from

the marriage tie. In such a case the terms of the bargain are matter of arrangement between the husband and the wife, and the wife may, as the consideration, release her dower and other financial assets and rights, or make a payment to the husband, or make any other agreement for the benefit of the husband.

Although *khul* divorce is initiated by the wife, she still needs the consent of the husband to make it effective. In other words, the divorce by *khul* is complete and irrevocable from the moment when the husband repudiates his wife.

*Khul* divorce is virtually a divorce purchased by the wife from the husband for a price, and it is in this respect that *khul* differs from *mubarat* as we shall see.

*Khul* divorce is a judicial act, whereby the judge will issue a divorce decree once the *khul* is granted by the husband.

#### **D. Mubarat Divorce**

A divorce by *mubarat* or mutual release operates as a complete discharge of all marital rights on either side. It takes effect by mutual consent, and it differs from *khul* in that no consideration passes from the wife to the husband. But like *khul*, it becomes complete and irrevocable from the moment of repudiation by the husband. This form of divorce is also judicial.

#### **E. Wife's Suit for Divorce**

Under Islamic law, the wife is not given the right to divorce her husband without a judicial act, whereas the husband is given the right to divorce his wife in any place, at any time of his choosing without any judicial intervention.

Thus the wife may sue for divorce on the ground of her husband's impotency, "Laan" or imprecation such as husband charges his wife with adultery, the wife may

claim divorce by a suit, if the husband contracted incurable skin disease, or he is mentally ill.

### III

## Ruinous Effect on the Wife

Declaring a Muslim marriage void when entered into without a marriage license, will cause inequity to women in the U.S. Virgin Islands, and does not protect women in unlicensed marital relationships.

The consequences are devastating. Without a valid marriage, the wife has no right to alimony or equitable distribution, nor the right to inherit property, to recover damages arising out of the husband's wrongful death or to share in death benefits and/or pensions.

Under Islamic law, an Islamic marriage produces the following effects and obligations on the wife:

#### **A. Legitimacy of the Children**

Children born at any time during the continuous Islamic marriage is conclusive proof of their legitimacy.

#### **B. Wife Cannot Remarry Within Islamic Faith unless she is Divorced religiously**

This means that, under Islamic law, the wife will be considered married to her husband. Subsequently, even if the Superior Court of the Virgin Islands does not recognize the marriage of Hoda Fathi Yusuf Hamed and her husband Hisham Mohammed Hamed, The couple will still be considered married under Islamic law.

Their marriage will always be considered legal and binding by their culture and in Islamic countries.

**C. Non Recognition of the Marriage Will Leave the Wife in a State of Marital Limbo**

If the Superior Court of the Virgin Islands does not recognize the Islamic marriage of Hoda and Hisham Hamed, this will leave the wife in a state of marital limbo, because under Islamic law, the woman cannot remarry within her faith to anybody but a convert. If she does remarry to a person who does not share her Islamic faith to get around the catch 22 she would be caught in, she may be subject to execution by Islamic authorities in certain countries. She will be unable to go back to the country of her parents. She will also lose custody of her children.

**D. Husband Can Obtain Custody of the Children if the Superior Court of the Virgin Island does not Recognize the Marriage**

One of the main dilemmas of the wife is that under Islamic law, she will lose custody of her children as soon as the boys reach the age of seven and girls reach the age of 9. This is the law that applies to women who are divorced or seek judicial divorce.

This means that, if the Superior Court of the Virgin Islands, does not recognize the marriage of Hoda and Hisham, this will put the wife in deep jeopardy of losing custody of her children. This also means that the Court will open the door to the husband to divorce his wife in an Islamic country outside the United States and he will automatically get custody of the children who are above the age of seven for boys and nine for girls, and consequently the other children when they reach these ages.

The husband can take his children to any Islamic country without telling his wife of that and the foreign country will recognize husband's custody of the children based on the Islamic law. If that happens, the United States Government will not be able, under International Law, to bring back the children from that foreign country without permission from the husband.

Under Islamic law, custody of the children is based on their age alone; Islamic law does not take into consideration "the best interest of the child." Thus, by not recognizing the marriage, the couple would be bound by the Islamic law because their marriage was done in compliance with that law and the wife may lose the custody of her children.

**E. Non Recognition of the Marriage of Hoda and Hisham Opens the Door for Husband to Remarry and Closes the Door for wife to Remarry**

Under Islamic law, the husband is allowed to have more than one wife. The wife cannot have more than one husband. Thus, should the Superior Court of the Virgin Islands decide not to recognize the marriage of Hoda and Hisham, this means that the Court is letting the husband remarry within the Islamic faith at his will. This also means that the Court is creating conditions under which the wife will not be able to remarry within her faith because she would still be considered married to her husband under Islamic law.

The fact that both husband and wife are recognized by Islamic law to be a married couple, but Islamic law allows the husband to have more than one wife, while the same law does not allow the wife to remarry without getting a religious divorce.

## **F. Safety of Wife is in Jeopardy**

Both husband and wife are of Palestinian descent. This means that any time husband or wife decides to visit Palestine or any Muslim country, the husband can call the authorities to force his wife to be brought to his house for sex against her will. And the husband can forbid the wife from leaving that country without his permission. This is because the wife will always be considered married to her husband until a divorce is obtained. Imams would consider the civil divorce, and this would put the woman in a better position to obtain an Islamic divorce in the United States.

By not recognizing the marriage, the Court is in effect stripping the wife of her fundamental right to remarry within the Islamic faith, and encouraging the husband to take advantage of the full right given to him by Islamic law.

## **G. Wife will be in Jeopardy in 54 Muslim Countries**

Islamic law influences the legal code in most Muslim countries where Islam is the official religion listed in their constitutions. Islamic law or Shari'a is declared to be a source, or the source of the laws in those countries. There are fifty seven countries that are members of The Organization of Islamic Cooperation (OIC). In most of these countries, Islamic law is the main source of legislation, mainly in the area of marriage, divorce and custody of children.

In most of these Islamic countries, women are under the guardianship of male relatives at all times. This means that in the case at hand, Hoda would still be considered wife of Hisham. If she travels to any of these Muslim countries, or if the airplane makes a stopover in one of these countries, the husband, or any of his male relatives may force the wife to be under the guardianship of her husband. This means

the husband or any of his immediate male relatives, such as father, grandfather, and uncle may ask the authorities in that country to forbid the wife from leaving that country without permission from the husband.

Recognition of the Islamic marriage of Hoda and Hisham in this case by the Superior Court in St. Croix is of utmost importance because it offers protection to the wife from the abuse of her husband which might take place in 54 countries whose Muslim family laws are based on Islamic Shari'a.

#### **H. Recognizing the Marriage will enable the Wife to get a Religious Divorce in the United States**

Once the Superior Court of St. Croix recognizes the marriage of Hoda and Hisham, then issuing a divorce decree after recognition of their marriage, the wife will be able to get an Islamic divorce here in the US.

#### **I. Wife had an Arranged Marriage and was not Involved in the Process**

Under Islamic culture the men are solely responsible for arranging the marriage and for making certain the marriage is properly performed. Men alone consult with the Imam, men alone take care of the legal requisites. Women are not involved in the processes. It would be a breach of Islamic culture for the woman to take on these responsibilities.

## IV

# Recognition of the Islamic Marriage Contract Pursuant to Neutral Principles of Law

Many courts have accepted that there is a valid marriage even where a license has not been obtained. Even if this Court rejects the majority, there is a separate basis for enforcing the marriage contract, under neutral principles of law.

### A. Neutral Principles of Law

It is appropriate that the Court decide this case on the basis of "neutral principles of law." In my role as a expert in Islamic marriages, I present this argument and believe the application of 'neutral principles of law' should apply to the marriage contract signed by both husband and wife on May 7, 1999 at Virgin Islands International Islamic Society, Inc., in the presence of two witnesses and an Imam. The secular terms of the marriage contract signed by Hoda and her husband Hisham are enforceable as contractual obligations.

According to "neutral principles of law", courts have the power, and duty, to decide all constitutional cases in which the jurisdictional and procedural requirements are met. This doctrine has been introduced by the U.S. Supreme Court in *Jones v. Wolf*, 443 US 595, and has been followed up by State Courts involving Islamic and Jewish divorce. The following case is one in which "neutral principles of law" were applied to enforce Islamic marriage contracts in USA.

*Avitzur v. Avitzur*, 58 N.Y. 2d 108, 446 N.E. 2d 136, 459 N.Y.S 2d 572, cert. denied, 464 U.S. 817 (1983).

This case involved a ketubah in which a woman sued for specific performance to force her ex-husband to live up to the terms of their ketubah by appearing before a Beth Din (Jewish Court). After 22 years of marriage, both husband and wife were granted a civil divorce. Because they were married according to Jewish law, they signed a ketubah before their marriage ceremony. Part of this ketubah, or agreement, spelled out the obligations and intentions of the parties and contained a provision recognizing the power of the Beth Din of the Rabbinical Assembly to counsel them in light of Jewish tradition. Under Jewish law, only a man can grant a divorce, or "Get". Until he does, the woman cannot remarry within the faith to anybody but a convert. Their children will then be considered on-par with converts. In order that a Get may be obtained, the parties would have to appear before the Beth Din, per the dictates of their ketubah, recognizing the body as having authority to counsel the couple in the matters concerning the marriage. The husband refused to appear before the Beth Din, leaving the woman in a state of marital limbo, making his wife an "agunah."

The New York Court of Appeals found that the Jewish ketubah constituted a valid premarital agreement that could be enforced despite the religious underpinnings of the agreement. The court rejected the husband's argument that the court's enforcement of the agreement would necessarily involve the excessive entanglement of the state in religious matters. Relying on the neutral-principles-of-law doctrine set forth in *Jones*, the court found that religious disputes can be resolved by the court by utilizing "the application of objective, well-established principles of secular law to dispute." 459 N.Y.S. 2d at 574. The Court said:

"The present case can be decided solely upon the application of neutral principles of contract law, without reference to any religious principle. Consequently, defendant's objections to enforcement of his promise to appear before the Beth Din, based as they are upon the religious origin of the agreement, pose no constitutional barrier to the relief sought by the plaintiff. The fact that the agreement was entered into as part of a religious ceremony does not render it unenforceable. Solemnization of the marital relationship often takes place in accordance with the religious beliefs of the participants, and this State has long recognized this religious aspect by permitting duly authorized pastors, rectors, priests, rabbis and other religious officials to perform the ceremony (Domestic Relations Law, Sec. 11, subds 1,7). Similarly, that the obligations undertaken by the parties to the Ketubah are grounded in religious belief and practice does not preclude enforcement of its secular terms. Nor does the fact that all of the Ketubah's provisions may not be judicially recognized prevent the court from enforcing that portion of the agreement by which the parties promised to refer their disputes to a nonjudicial forum (see *Ferro v Bologna*, 31 N.Y.2d 30, 36). The courts may properly enforce so much of this agreement as is not in contravention of law or public policy."

**The decision of the Court of Appeals in NY was appealed to the Supreme Court, which denied certiorari. This denial of certiorari demonstrates that the Supreme Court did not find any violation of the First Amendment resulting from the court's order to enforce the ketubah. Thus, the Supreme Court has affirmed that the secular provisions of religious agreements can be enforced without contravening the religious protections of the First Amendment.**

### **B. Other Considerations**

Since the wife, Hoda Fathi Yusuf Hamed and her husband, Hisham Mohammed Hamed had their marriage solemnized on May 7, 1999 in Virgin Islands International

Islamic Society, Inc. in the presence of two witnesses and an Imam; the following observations should be taken into consideration:

- 1- Both parties resided together and maintained one household until November 2012;
- 2- They spent every night together throughout their marriage until November 2012;
- 3- Neither wife nor her husband had a separate spouse;
- 4- Children were born of the marriage;
- 5- The wife used her husband's name;
- 6- They both had merging finances;
- 7- They both had joint accumulation of real personal property;
- 8- They both filed joint tax returns, none of them claimed to have a single status;
- 9- They both held themselves out as husband and wife;
- 10- They both signed on the marriage agreement as husband and wife.

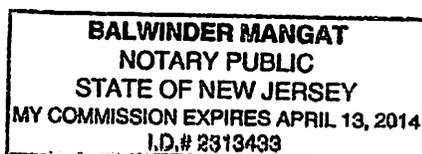
## Conclusion

It is respectfully requested that this Affidavit be considered in connection with Ms. Hoda Fathi Yusuf Hamed's application of recognition of the Islamic marriage contract signed by both parties on May 7, 1999 and the granting her divorce after that.

  
\_\_\_\_\_  
PROFESSOR GABRIEL SAWMA

SUBSCRIBED AND SWORN TO  
before me, personally, this 4th  
day of June, 2013.

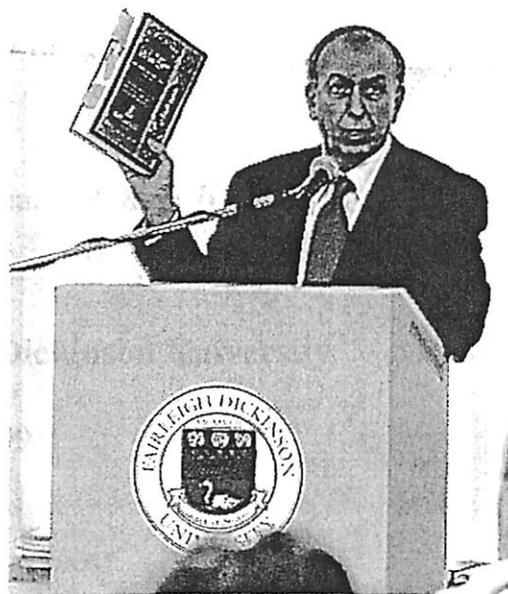
  
\_\_\_\_\_  
NOTARY PUBLIC



# Curriculum Vitae

Gabriel Sawma

**Politics on The F**  
sponsored by the Fairleigh Dickinson University



Prof. Sawma Lecturing at FDU

**Professor: Middle East Studies at Fairleigh Dickinson University.**

**Lawyer with Middle East Background; Graduated in 1970 from the Lebanese University, school of law.**

**Admitted to the Lebanese Bar Association of Beirut, 1970.**

**Course taught at Mercer Community College, West Windsor, New Jersey, Fall 2011.**

- **Arabic 101**

**Professor of Arabic 101 at Princeton Adult School in Princeton, NJ (2010, 2011, 2012, 2013)**

**Lecturer on Islamic Shari'a and its sources. See my lecture at Fairleigh Dickinson University to students and faculty:**

**<http://view.fdu.edu/default.aspx?id=7899>**

**Expert Consultant on Muslim family laws of the Middle East, Central Asia, and India.**

**Expert Consultant of Islamic divorce in USA, see our website at:**

**<http://www.islamicdivorceinusa.com>**

**Featured on the BBC as, "Expert Consultant on Islamic divorce in USA." The interview is posted on BBC's website:**

**[http://news.bbc.co.uk/2/hi/south\\_asia/8608878.stm](http://news.bbc.co.uk/2/hi/south_asia/8608878.stm)**

**Featured on CNN as "Professor and Expert Consultant on Islamic sharia law." The interview is posted on CNN's website:**

**<http://edition.cnn.com/2009/WORLD/meast/11/11/egypt.divorce/index.html>**

**Editor in chief of a blog on International Law, mainly Islamic law of marriage, divorce and custody of children:**

**<http://www.gabrielsawma.blogspot.com>**

**Author of dozens of articles dealing with Islamic divorce in USA and on International Law: Most of these articles can be found on our website at, <http://www.gabrielsawma.blogspot.com>**

**Following is a partial list of my articles on Islamic and Hindu Divorces:<sup>1</sup>**

- **The Law of Marriage and Divorce in the United Arab Emirates**
- **Islamic Syrian Divorce in USA**
- **Islamic Yemeni Divorce in USA**
- **Islamic Jordanian Divorce in USA**
- **Recognition of Hindu Divorces in New York State**
- **Islamic Divorce in New York State**
- **The Khul' Divorce in Egypt**
- **Islamic Women Divorce Laws in Egypt**
- **Muslim Iranian Divorce in USA**
- **Pakistani Islamic Divorce in U.S. Courts**
- **Islamic Lebanese Divorce in USA**
- **Islamic Marriage Over the Phone, an interview with BBC, (see above)**
- **Islamic Sharia in Theory and Practice, a Lecture at FDU, (see above)**
- **Divorce in Egypt, an interview with CNN, (see above)**
- **Annulment of Islamic Marriages**
- **The *Wali* (guardian) in Islamic Marriages According to Hanafi Jurisprudence**
- **Islamic Marriage Contracts in the Hanafi Jurisprudence**
- **The Jihaz in Islamic Marriages**
- **The Nafaqa in Islamic Marriage**
- **The Mahr in Islamic Marriage Contracts**
- **Indian Divorce in US Courts**
- **Application of Islamic Sharia in US Courts**

**Partial List of my Articles on International Law:<sup>2</sup>**

- **Do Sanctions on Iran Work?**
- **The Shebaa Farms Under International Law**

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<sup>1</sup> These articles are published and can be accessed on the following websites: <http://www.islamicdivorceinusa.com>  
And, <http://islamicdivorceinamerica.com>

<sup>2</sup> These articles can be accessed on <http://www.gabrielsawma.blogspot.com>

- **The Scope and Nature of Immunity from Jurisdiction for Heads of State Under International Law**
- **The Nigerian Scam and its Impact on Global Economy**
- **Public International Law and Organizations**
- **Limitations on the Effectiveness of Trademark Laws in the EU**

**LANGUAGES: Speak, read and write: Arabic, English, French, Syriac, Biblical and Talmudic Aramaic**

**BAR ASSOCIATIONS:**

1. **Admitted to the Lebanese Bar Association of Beirut since 1970**
2. **Former Associate Member of the New York Bar Association, 1982**
3. **Former Associate Member of the American Bar Association, 2003**

**CONTACT INFORMATION:**

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**Email: [gabrielsawma@yahoo.com](mailto:gabrielsawma@yahoo.com)**

**Email: [gabygms@gmail.com](mailto:gabygms@gmail.com)**

**Websites:**

**<http://www.islamicdivorceinusa.com>**

**<http://www.gabrielsawma.blogspot.com>**

**<http://www.islamicdivorceinamerica.com>**

**<http://www.syriacaramaicquran.com>**

In order to obtain a Driver License (initial, duplicate or renewal), the REAL ID ACT of 2005 requires that the following documents be presented to the BMV:

**1. Identification**  
Bring one:

- o Certified U.S. birth certificate
- o Valid U.S. passport
- o Certificate of naturalization
- o Consular proof of birth abroad
- o Alien registration receipt card (green card, form I-551)
- o Work Authorization Permit Card

**Name Change (if applicable)**

- o Original or certified copy of all marriage certificates or court orders that show your name change(s) (Uncertified photocopies are not valid)

**2. Social Security Number**  
Bring one:

- o Social Security Card
- o W-2 Form
- o Pay check showing number
- o Any 1099 form
- o Verification Letter from SSA

**3. Residential Address (not post office box)**  
Bring two:

- o Deed, mortgage, payment booklet, or rental agreement.
- o U.S. Virgin Islands vehicle registration or title (not both)
- o Utility bill or hookup/work order
- o Notarized statement from person you live with along with one address document in that person's name.
- o NO TWO FROM THE SAME SOURCE

For more information or to schedule an appointment, please call the St. Thomas BMV at 774-4268, the St. Croix BMV at 713-4268 or the St. John BMV at 776-6262.





Label (See instructions on page 19.) Use the IRS label. Otherwise, please print or type. Presidential Election Campaign (See page 19.) Filing Status 1 Single 2 Married filing joint return (even if only one had income) 3 Married filing separate return. Enter spouse's social security no. above and full name here. 4 Head of household (with qualifying person). (See page 19.) If the qualifying person is a child but not your dependent, enter this child's name here. 5 Qualifying widow(er) with dependent child (year spouse died ). (See page 19.) Exemptions 6a Yourself. If your parent (or someone else) can claim you as a dependent on his or her tax return, do not check box 6a. 6b Spouse. Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) If qualifying child for child tax credit (see page 20) No. of boxes checked on 6a and 6b No. of your children on 6c who: lived with you did not live with you due to divorce or separation (see page 20) Dependents on 6c not entered above Add numbers entered on lines above

Note. Checking "Yes" will not change your tax or reduce your refund. Do you, or your spouse if filing a joint return, want \$3 to go to this fund? Yes No

Income 7 Wages, salaries, tips, etc. Attach 2001 W-2 7 23,050. 8a Taxable interest. Attach Schedule B if required 8a 8b Tax-exempt interest. Do not include on line 8a. 9 Ordinary dividends. Attach Schedule B if required 9 10 Taxable refunds, credits, or offsets of state and local income taxes 10 11 Alimony received 11 12 Business income or (loss). Attach Schedule C or C-EZ 12 13 Capital gain or (loss). Attach Schedule D if required. If not required, check here 13 14 Other gains or (losses). Attach Form 4797 14 15a Total IRA distributions 15a b Taxable amount (see page 23) 15b 16a Total pensions and annuities 16a b Taxable amount (see page 23) 16b 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E 17 -7,462. 18 Farm income or (loss). Attach Schedule F 18 19 Unemployment compensation 19 20a Social security benefits 20a b Taxable amount (see page 25) 20b 21 Other income. List type and amount (see page 27) 21

22 Add the amounts in the far right column for lines 7 through 21. This is your total income 22 15,588. Adjusted Gross Income 23 IRA deduction (see page 27) 23 24 Student loan interest deduction (see page 28) 24 25 Archer MSA deduction. Attach Form 8853 25 26 Moving expenses. Attach Form 3903 26 27 One-half of self-employment tax. Attach Schedule SE 27 28 Self-employed health insurance deduction (see page 30) 28 29 Self-employed SEP, SIMPLE, and qualified plans 29 30 Penalty on early withdrawal of savings 30 31a Alimony paid b Recipient's SSN 31a 32 Add lines 23 through 31a 32 33 Subtract line 32 from line 22. This is your adjusted gross income 33 15,588.

U.S. VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE, ST. CROIX, VI

110001 11-27-01 LHA For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 1040-1041 EXHIBIT 8 Form 1040 (2001)

Tax and Credits

34	Amount from line 33 (adjusted gross income)	34	15,588.
35a	Check if: <input type="checkbox"/> You were 65 or older, <input type="checkbox"/> Blind; <input type="checkbox"/> Spouse was 65 or older, <input type="checkbox"/> Blind. Add the number of boxes checked above and enter the total here	35a	
	b If you are married filing separately and your spouse itemizes deductions, or you were a dual-status alien	35b	
36	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	36	7,600.
37	Subtract line 36 from line 34	37	7,988.
38	If line 34 is \$99,725 or less, multiply \$2,900 by the total number of exemptions claimed on line 6d. If line 34 is over \$99,725, see the worksheet on page 32	38	5,800.
39	Taxable income. Subtract line 38 from line 37. If line 38 is more than line 37, enter -0-	39	2,188.
40	Tax. Check if tax from a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	40	328.
41	Alternative minimum tax. Attach Form 6251	41	
42	Add lines 40 and 41	42	328.
43	Foreign tax credit. Attach Form 1116 if required	43	
44	Credit for child and dependent care expenses. Attach Form 2441	44	
45	Credit for the elderly or the disabled. Attach Schedule R	45	
46	Education credits. Attach Form 8863	46	
47	Rate reduction credit. See the worksheet on page 36	47	109.
48	Child tax credit (see page 37)	48	
49	Adoption credit. Attach Form 8839	49	
50	Other credits from: a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8396 c <input type="checkbox"/> Form 8801 d <input type="checkbox"/> Form (specify)	50	
51	Add lines 43 through 50. These are your total credits	51	109.
52	Subtract line 51 from line 42. If line 51 is more than line 42, enter -0-	52	219.

Other Taxes

53	Self-employment tax. Attach Schedule SE	53	
54	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	54	
55	Tax on qualified plans, including IRAs, and other tax-favored accounts. Attach 5329 if required	55	
56	Advance earned income credit payments from Form(s) W-2	56	
57	Household employment taxes. Attach Schedule H	57	
58	Add lines 52 through 57. This is your total tax	58	219.

Payments

59	Federal income tax withheld from Forms W-2 and 1099	59	1,585.
60	2001 estimated tax payments and amount applied from 2000 return	60	
61a	Earned income credit (EIC)	61a	
	b Nontaxable earned income	61b	
62	Excess social security and RRTA tax withheld (see page 51)	62	
63	Additional child tax credit. Attach Form 8812	63	
64	Amount paid with request for extension to file (see page 51)	64	
65	Other payments. Check if from a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136	65	
66	Add lines 59, 60, 61a, and 62 through 65. These are your total payments	66	1,585.

Refund

67	If line 66 is more than line 58, subtract line 58 from line 66. This is the amount you overpaid	67	1,366.
68a	Amount of line 67 you want refunded to you	68a	1,366.
	b Routing number		
	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
	d Account number		
69	Amount of line 67 you want applied to your 2002 estimated tax	69	

Amount You Owe

70	Amount you owe. Subtract line 66 from line 58. For details on how to pay, see page 52	70	
71	Estimated tax penalty. Also include on line 70	71	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 53)?  Yes. Complete the following.  No

Designee's name: PREPARER Phone no.: Personal identification number (PIN):

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature: [Signature] Date: 10/15/02 Your occupation: Daytime phone number:

Spouse's signature: [Signature] Date: 10/15/02 Spouse's occupation:

Paid Preparer's Use Only

Preparer's signature: [Signature] Date: 09/20/02 Check if self-employed:  Preparer's SSN or PTIN: [Redacted]

Firm's name (or yours if self-employed), address, and ZIP code: O'NEILL, ANDERSON & ASSOCIATES, LLC P.O. BOX 24775 ST. CROIX, VI 00824

EIN: 66-0575500 Phone no.: (340) 773-4305

Name(s) shown on return. Do not enter name and social security number if shown on page 1.

Your social security number

HISHAM & HODA HAMED

Note: If you report amounts from farming or fishing on Schedule E, you must enter your gross income from those activities on line 41 below.

Real estate professionals must complete line 42 below.

Part II Income or Loss From Partnerships and S Corporations Note: If you report a loss from an at-risk activity, you must check either column (e) or (f) on line 27 to describe your investment in the activity. If you check column (f), you must attach Form 6198.

Table with 5 columns: (a) Name, (b) Enter P for partnership; S for S corporation, (c) Check if foreign partnership, (d) Employer identification number, (e) Investment at risk, (f) Some is not at risk. Rows include PLESSEN ENTERPRISES, INC and SIXTEEN PLUS CORPORATION.

Summary table for Part II with columns: (g) Passive loss allowed, (h) Passive income from Schedule K-1, (i) Nonpassive loss from Schedule K-1, (j) Section 179 expense deduction from Form 4562, (k) Nonpassive income from Schedule K-1. Totals: 7,462.

Part III Income or Loss From Estates and Trusts

Table with 2 columns: (a) Name, (b) Employer identification number. Rows A and B.

Summary table for Part III with columns: (c) Passive deduction or loss allowed, (d) Passive income from Schedule K-1, (e) Deduction or loss from Schedule K-1, (f) Other income from Schedule K-1. Totals: 34, 35, 36.

Part IV Income or Loss From Real Estate Mortgage Investment Conduits (REMICs) - Residual Holder

Table with 5 columns: (a) Name, (b) Employer identification number, (c) Excess inclusion from Schedules Q, line 2c, (d) Taxable income (net loss) from Schedules Q, line 1b, (e) Income from Schedules Q, line 3b. Row 38: Combine columns (d) and (e) only.

Part V Summary

Summary table for Part V with 2 columns: Description, Amount. Rows 39-42. Total income or loss: -7,462.

---

2001 Income from Passthroughs

---

PLESSEN ENTERPRISES, INC  
I.D. NUMBER: 66-0452578  
TYPE: S CORPORATION

ACTIVITY INFORMATION:

PLESSEN ENTERPRISES, INC

TRADE OR BUSINESS - MATERIAL PARTICIPATION

ORDINARY INCOME (LOSS)

-6,793

SCHEDULE E ACTIVITY INCOME (LOSS)

-6,793

---

## 2001 Income from Passthroughs

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SIXTEEN PLUS CORPORATION  
I.D. NUMBER: 66-0540661  
TYPE: S CORPORATION

ACTIVITY INFORMATION:

SIXTEEN PLUS CORPORATION

TRADE OR BUSINESS - MATERIAL PARTICIPATION

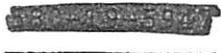
ORDINARY INCOME (LOSS)

-669

SCHEDULE E ACTIVITY INCOME (LOSS)

-669

HISHAM & HODA HAMED



FORM 1040

WAGES RECEIVED AND TAXES WITHHELD

STATEMENT 1

T S EMPLOYER'S NAME	AMOUNT PAID	FEDERAL TAX WITHHELD	STATE TAX WITHHELD	CITY SDI TAX W/H	FICA TAX	MEDICARE TAX
T UNITED CORP	23,050.	1,585.				
TOTALS	23,050.	1,585.				



FORM 1040	RATE REDUCTION CREDIT	STATEMENT	2
1. ENTER THE AMOUNT FROM FORM 1040, LINE 39. IF LINE 39 IS ZERO OR BLANK, STOP; YOU CANNOT TAKE THE CREDIT . . . . .			2,188.
2. ENTER THE AMOUNT SHOWN BELOW FOR YOUR FILING STATUS			
* SINGLE OR MARRIED FILING SEPARATELY - \$6,000			
* HEAD OF HOUSEHOLD - \$10,000 . . . . .			12,000.
* MARRIED FILING JOINTLY OR QUALIFYING WIDOWER(ER) - \$12,000			
3. IS THE AMOUNT ON LINE 1 LESS THAN THE AMOUNT ON LINE 2?			
NO. ENTER: \$300 IF SINGLE OR MARRIED FILING SEPARATELY; \$500 IF HEAD OF HOUSEHOLD; \$600 IF MARRIED FILING JOINTLY OR QUALIFYING WIDOW(ER) . . . . .			109.
YES. MULTIPLY THE AMOUNT ON LINE 1 BY 5% (.05). ENTER THE RESULT			
4. ENTER THE AMOUNT FROM FORM 1040, LINE 42 . . . . .		328.	
5. ADD THE AMOUNTS FROM FORM 1040, LINES 43 THROUGH 46. ENTER THE TOTAL . . . . .			
6. SUBTRACT LINE 5 FROM LINE 4. IF THE RESULT IS ZERO OR LESS, STOP; YOU CANNOT TAKE THE CREDIT . . . . .			328.
7. ENTER THE SMALLER OF LINE 3 OR LINE 6 . . . . .			109.
8. ENTER THE AMOUNT, IF ANY, OF YOUR ADVANCE PAYMENT (BEFORE OFFSET). IF FILING A JOINT RETURN, INCLUDE YOUR SPOUSE'S ADVANCE PAYMENT WITH YOURS . . . . .			
9. RATE REDUCTION CREDIT. SUBTRACT LINE 8 FROM LINE 7. ENTER THE RESULT HERE AND, IF MORE THAN ZERO, ON FORM 1040, LINE 47 . . . . .			109.

Form **2688**

Application for Additional Extension of Time to File  
U.S. Individual Income Tax Return

OMB No. 1545-0066

**2001**

Department of the Treasury  
Internal Revenue Service

See Instructions.

You must complete all items that apply to you.

Please type or print.	Your first name and initial <b>HISHAM</b>	Last name <b>HAMED</b>	Your social security number [REDACTED]
	If a joint return, spouse's first name and initial <b>HODA</b>	Last name <b>HAMED</b>	Spouse's social security number [REDACTED]
File by the due date for filing your return.	Home address (number and street) <b>P.O. BOX 763, C' STED</b>		[REDACTED]
	City, town or post office, state, and ZIP code <b>ST. CROIX, VI 00821</b>		

Please fill in the Return Label at the bottom of this page.

- I request an extension of time until 10-15-02, to file Form 1040EZ, Form 1040A, Form 1040, Form 1040NR-EZ, or Form 1040NR for the calendar year 2001, or other tax year ending \_\_\_\_\_.
- Explain why you need an extension. You must give an adequate explanation. **ADDITIONAL INFORMATION IS NECESSARY TO FILE A MORE COMPLETE AND ACCURATE TAX RETURN.**
- Have you filed Form 4868 to request an automatic extension of time to file for this tax year?  Yes  No  
If you checked "No," we will grant your extension only for undue hardship. Fully explain the hardship in item 2. Attach any information you have that helps explain the hardship.

If you expect to file a gift or generation-skipping transfer (GST) tax return, complete line 4.

4 If you or your spouse plan to file a gift or GST tax return (Form 709 or 709-A) for 2001, generally due by April 15, 2002, see the instructions and check here

Yourselves	<input type="checkbox"/>
Spouse	<input type="checkbox"/>

Signature and Verification

Under penalties of perjury, I declare that I prepared or caused to be prepared this return and accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. If prepared by someone other than the taxpayer, that I am authorized to prepare this form.

Signature of taxpayer: AUG 15 2002 Date: \_\_\_\_\_

Signature of spouse: RECEIVED BUT NOT REVIEWED Date: \_\_\_\_\_  
*(If filing jointly, both must sign even if only one had income.)*

Signature of preparer other than taxpayer: Peter C. Velle CPA Date: 8-15-02

Please fill in the Return Label below with your name, address, and social security number. The IRS will complete the Notice to Applicant and return it to you. If you want it sent to another address or to an agent acting for you, enter the other address and add the agent's name.

(Do not detach)

Notice to Applicant	<input type="checkbox"/> We have approved your application.
	<input type="checkbox"/> We have not approved your application. However, we have granted a 10-day grace period to _____. This grace period is considered a valid extension of time for elections otherwise required to be made on a timely return.
To Be Completed by the IRS	<input type="checkbox"/> We have not approved your application. After considering the information you provided in item 2 above, we cannot grant your request for an extension of time to file. We are not granting a 10-day grace period.
	<input type="checkbox"/> We cannot consider your application because it was filed after the due date of your return.
	<input type="checkbox"/> Other _____
	Director _____ Date _____

Return Label (Please type or print)	Taxpayer's name (and agent's name, if applicable). If a joint return, also give spouse's name. <b>HISHAM &amp; HODA HAMED</b>	Taxpayer's social security number [REDACTED]
	Number and street (include suite, room, or apt. no.) or P.O. box number <b>P.O. BOX 763, C' STED</b>	Spouse's social security number [REDACTED]
	City, town or post office, state, and ZIP code <b>ST. CROIX, VI 00821</b>	<b>AGENTS:</b> Always include taxpayer's name on Return Label.

LHA For Privacy Act and Paperwork Reduction Act Notice, see instructions.

Form 2688 (2001)

▼ DETACH HERE ▼

Form **4868**

Department of the Treasury  
Internal Revenue Service (99) For calendar year 2001, or other tax year beginning

**Application for Automatic Extension of Time  
To File U.S. Individual Income Tax Return**

, 2001, ending

OMB No. 1545-0188

**2001**

<b>Part I Identification</b>		<b>Part III Individual Income Tax</b>	
1 Your name(s) <b>HISHAM HAMED &amp; HODA HAMED</b>		4 Estimate of total tax liability for 2001 ... \$	<b>968.</b>
Address <b>P.O. BOX 763, C' STED</b>		5 Total 2001 payments .....	<b>1,585.</b>
City, town or post office, state, and ZIP code <b>ST. CROIX, VI 00821</b>		6 Balance due. Subtract 5 from 4 .....	<b>0.</b>
2 Your social security number [REDACTED]	3 Spouse's social security number [REDACTED]	<b>Part IV Gift/GST Tax</b>	
<b>Part II Complete ONLY if Filing Gift/GST Tax Return</b>		7 Your gift or GST tax payment .....	
<b>Caution:</b> Only for gift/GST tax extension! Checking box(es) may result in correspondence if Form 709 or 109-A is not filed.		8 Your spouse's gift/GST tax payment .....	
This form also extends the time for filing a gift or generation-skipping transfer (GST) tax return if you file a calendar (not fiscal) year income tax return. Enter your gift or GST tax payments in Part IV and		<b>Part V Total</b>	
Check this box <input type="checkbox"/> if you are requesting a Gift or GST tax return extension.		9 Total liability, including interest and penalties .....	<b>0.</b>
Check this box <input type="checkbox"/> if your spouse is requesting a Gift or GST tax return extension.		10 Amount you are paying, including interest and penalties .....	<b>0.</b>
		Confirmation Number	
		If you file electronically, you will receive a confirmation number telling you that your Form 4868 has been accepted. Enter the confirmation number here and keep it for your records .....	

DLN TIN Taxpayer Name  
40021238439 [REDACTED] HAMED HISHAM

Tax Yr Tax Form  
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Tax period begin . . . : 1/ 1/2002  
Tax period end . . . : 12/31/2002  
Date filed . . . . . : 3/30/2004

Spouse id no (TIN) . . : [REDACTED] HAMED HODA  
Address line 1 . . . : PO BOX 763  
Address line 2 . . . :  
City, state, zip code : C'STED ST.CROIX VI 821-0000  
Village code . . . . . : SC

1040NR return type . . : Commissioner's return : N  
NRA spouse flag . . . : N Military flag . . . . . : N  
Duplicate return . . . : Status code . . . . . : Final  
Audit referral flag . . : Referred Status date . . . . . : 11/ 9/2004  
ITAPB referral flag . . : Taxpayer occupation . . :  
CIB referral flag . . . : Spouse occupation . . . :  
Corrected rtn flag . . : N Refund Release Flag . . : R  
Process for refund . . : N

Filing status . . . . . : 2  
Adjusted filing status: 2  
Deceased flag, date . . : N / /  
Spouse dec. flag, date: N / /

The following is for married filing separate

Spouse last name . . . :  
Spouse first name . . . :  
Spouse middle initial :

The following is for head of household

Child last name . . . :  
Child first name . . . :  
Child middle initial. :

The following is for alimony info

Alimony SSN . . . . . :  
Alimony penalty flag. : N

V. I. BUREAU OF INTERNAL REVENUE  
4008 ESTATE DIAMOND -- PLOT 7B  
CHRISTIANSTED, ST. CROIX, VI 00820-4421

**CERTIFIED**  
CHEEROLL E. LOOBY  
Legal Assistant 4/25/2013  
V.I. BUREAU OF  
INTERNAL REVENUE

DLN	TIN	Taxpayer Name	Tax Yr	Tax Form
40021238439	[REDACTED]	HAMED HISHAM	2002	1040

Exemption self/spouse : 2  
 Children in home . . : 2  
 Children not in home. :  
 Other dependents . . :  
 Total exemptions . . : 4  
 Adjusted exemptions . : 4  
 Pre 1985 agreement . : N

Dependent claim flag :  
 Spouse penalty flag :  
 Primary SSN Penalty fl:

Due date . . . . . : 4/15/2003  
 Due amount on return. : 2,928.00  
 Amount paid w/return. : 2,928.00  
 Underpayment penalty. : .00  
 A/R referral date . . : 11/ 9/2004  
 Refund assigned to . :  
 Refund amt on return. : .00  
 Interest on Refund . . : .00  
 Previous refunded amt : .00  
 Amount for next year. : .00  
 Penalty deduction . . : .00  
 A/R deduction . . . . : .00  
 \*Debtor deduction . . : .00  
 Innocent spouse amt . : .00  
 Total deductions . . . : .00  
 Refund check amount . : .00  
 Refund check status . :

Refund check number . : 0000000  
 Refund check date . . : / /  
 Refund check stat date: / /

----\*Debtors-----

Total Income . . . . . : 92,413.00  
 Total Deductions . . . : 19,850.00  
 Estimated Tax payment/  
 Overpayment from Prev. .00  
 Other credits/payments: 10,463.00  
 Other taxes . . . . . : .00  
 Total tax . . . . . : 13,391.00

DLN TIN Taxpayer Name  
 40021238439 [REDACTED] HAMED HISHAM

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Line Description	Line	Reported	Corrected	Computed
== Box 01 - INCOME				
WAGES, SALARIES, TIPS, ETC.	07	64450.00	64450.00	
AMOUNT WRITTEN TO LEFT OF BOX 7	07A			
TAXABLE INTEREST INCOME	08A	883.00	883.00	883.00
TAX-EXEMPT INTEREST INCOME	08B			
DIVIDEND INCOME	09	12.00	12.00	12.00
TAXABLE REFUNDS OF STATE/LOCAL TAX	10			
ALIMONY RECEIVED	11			
BUSINESS INCOME OR (LOSS)	12			
CAPITAL GAIN OR (LOSS)	13	-3000.00	-3000.00	-3000.00
'Y' IF NO SCHED-D REQUIRED	13A			
OTHER GAINS OR (LOSSES)	14			
TOTAL IRA DISTRIBUTIONS	15A			
TAXABLE AMT OF IRA DISTRIBUTIONS (R)	15B			
TOTAL PENSIONS AND ANNUITIES	16A			
TAXABLE AMT OF PENSIONS/ANNUITY (R)	16B			
RENTS, ROYALTIES, PARTNERSHIPS, ESTATE	17	-4932.00	-4932.00	-4932.00
FARM INCOME OR (LOSS)	18			
UNEMPLOYMENT COMPENSATION (INS)	19			
SOCIAL SECURITY BENEFITS	20A			
TAXABLE AMT OF SS BENEFITS	20B			
FSC=3, 'D' IF LIVED APART ALL YEAR	20C			
OTHER INCOME	21	35000.00	35000.00	
		Rep/corr text data => PLAZA EXTRA		PLAZA EXTRA
TOTAL INCOME	22	92413.00	92413.00	92413.00
== Box 02 - ADJUSTMENT TO INCOME				
EDUCATOR EXPENSES	23			

DLN 40021238439  
Taxpayer Name HAMED HISHAM

Tax Yr 2002  
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Line	Description	Reported	Corrected	Computed
24	IRA DEDUCTION			
25	STUDENT LOAN INTEREST DEDUCTION			
26	TUITION AND FEES DEDUCTION			
27	ARCHER MSA DEDUCTION (FORM 8853)			
28	MOVING EXPENSES (FORM 3903)			
29	ONE-HALF OF SELF-EMPLOYMENT TAX			
30	SELF-EMPLOYED HEALTH INS DEDUCTION			
31	SELF-EMPLOYED SEP, SIMPLE, & QJAL PL			
32	PEN. ON EARLY WITHDRAWAL OF SAVINGS			
33A	ALIMONY PAID			
33B	ALIMONY RECIPIENT'S SSN			
33Z	OTHER ADJUSTMENTS			
34	TOTAL ADJUSTMENTS-LINES 23 THRU 33A			
35	ADJUSTED GROSS INCOME	92413.00	92413.00	92413.00
	== Box 03 - ADJUSTED GROSS INCOME			
36	AMT FROM LINE 35 (ADJ GROSS INC)	92413.00	92413.00	92413.00
	NUMBER OF BOXES CHECKED			
37A	'Y' - IF YOU WERE 65 OR OLDER			
37A2	'Y' - IF YOU ARE BLIND			
37A3	'Y' - IF SPOUSE WAS 65 OR OLDER			
37A4	'Y' - IF SPOUSE BLIND			
37B	FILE SEP, SPOUSE TIMZING OR DUAL-ST			
37Z	'Y' - IF YOU CAN BE CLAIMED AS DEP.			
38	LARGER OF STANDARD/ITEMIZED DEDN.	7850.00	7850.00	7850.00
38A	CHECK IF SCHEDULE 'A' IS ATTACHED			
39	SUBTRACT LINE 38 FROM LINE 36	84563.00	84563.00	84563.00

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Taxpayer Name HAMED HISHAM

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Line	Description	Reported	Corrected	Computed
40	MULT \$3000 BY NO. OF EXEMPTIONS	12000.00	12000.00	12000.00
41	TAXABLE INCOME	72563.00	72563.00	72563.00
42	ENTER TAX	13391.00	13391.00	13391.00
42A	'Y' - IF FORM 8814 ATTACHED			
42B	'Y' - IF FORM 4972 ATTACHED			
43	ALTERNATIVE MINIMUM TAX			
44	ADD LINES 42 AND 43	13391.00	13391.00	13391.00
	== Box 05 - CREDITS			
45	FOREIGN TAX CREDIT			
46	CREDIT FOR CHILD & DEPENDENT CARE			
47	CREDIT FOR ELDERLY OR THE DISABLED			
48	EDUCATION CREDITS			
49	RETIREMENT SAVINGS CONTRIB. CREDIT			
50	CHILD TAX CREDIT	1200.00	1200.00	1200.00
51	ADOPTION CREDIT			
52	CREDITS FROM 8396 OR 8859			
52A	'Y' - IF FORM 8396			
52B	'Y' - IF FORM 8859			
53	OTHER CREDITS			
53A	'Y' - IF FORM 3800			
53B	'Y' - IF FORM 8801			
53C	'Y' - IF FROM OTHER FORM			
54	TOTAL CREDITS (LINES 45 THRU 53)	1200.00	1200.00	1200.00
55	TAX AFTER CREDITS (44 MINUS 54)	12191.00	12191.00	12191.00
	== Box 06 - OTHER TAXES			
56	SELF-EMPLOYMENT TAX			
57	SOCIAL SECURITY/MEDICARE ON TIPS			

DLN TIN Taxpayer Name  
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Line Description	Line	Reported	Corrected	Computed
TAX ON AN IRA/QUALIFIED RETIREMENT	58			
ADVANCE EIC PAYMENT	59			
HOUSEHOLD EMPLOYMENT TAXES	60			
MISC TAXES ADDED INTO LINE 61	60X			
AMOUNT FROM FORM 8621-DEFERRED TAX	60Y			
TOTAL TAX (ADD LINES 55 THRU 60)	61	12191.00	12191.00	12191.00
== Box 07 - PAYMENTS				
FEDERAL INCOME TAX WITHHELD	62	9263.00	9263.00	9263.00
2002 EST TAX PYMTS/2001 AMTS APPLD	63			
EARNED INCOME CREDIT OR 'Y' TO CALC	64			
EXCESS SOCIAL SECURITY WITHHELD	65			
ADDT'L CHILD TAX CREDIT (FORM-8812)	66			
AMT PAID WITH REQUEST FOR EXTENSION	67			
OTHER PAYMENTS	68			
'Y' - IF FROM 2439	68A			
'Y' - IF FROM 4136	68B			
'Y' - IF FROM 8885	68C			
U.S. CLAIMS PAYMENT (MADE IN U.S.)	68US			
TOTAL PAYMENTS	69	9263.00	9263.00	9263.00
== Box 08 - REFUND OR AMT YOU OWE				
AMOUNT YOU OVERPAID	70			
AMT TO BE REFUNDED TO YOU	71A			
AMT TO BE APPLIED TO 2003 EST TAX	72			
REFUND PAYABLE BY U.S. IRS	72US			
AMOUNT YOU OWE	73	2928.00	2928.00	2928.00
ESTIMATED TAX PENALTY	74			

DLN	TIN	Taxpayer Name
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Dependents reported on return

ID No	Name	Rel-ship	Child Tax Cr.	Pen Flag	Exemp Flag
[REDACTED]	HANAN HAMED	CHLD	Y	N	Y
[REDACTED]	ALINAH HAMED	CHLD	Y	N	Y

DLN	TIN	Payee Name	Tax Yr	Tax Form
40021238439	[REDACTED]	HAMED HISHAM	2002	1040

Schedule: SCH-B

Line Description	Line	Reported	Corrected	Computed
== Box 01 - PART I. INTEREST INCOME				
INTEREST INCOME	01A	382.00	382.00	
INTEREST INCOME	01B	415.00	415.00	
INTEREST INCOME	01C	68.00	68.00	
INTEREST INCOME	01D	18.00	18.00	
INTEREST INCOME	01E			
INTEREST INCOME	01F			
INTEREST INCOME	01G			
INTEREST INCOME	01H			
INTEREST INCOME	01I			
INTEREST INCOME	01J			
INTEREST INCOME	01K			
INTEREST INCOME	01L			
INTEREST INCOME	01M			
INTEREST INCOME	01N			
INTEREST INCOME	01O			
ADD LINE 1 AMOUNTS	02	883.00	883.00	883.00
ENTER EXCLUDABLE SAVINGS BOND INT	03			
SUBTRACT LINE 3 FROM LINE 2	04	883.00	883.00	883.00
== Box 02 - PART II. DIVIDEND INCOME				
DIVIDEND INCOME	05A	12.00	12.00	
DIVIDEND INCOME	05B			
DIVIDEND INCOME	05C			
DIVIDEND INCOME	05D			
DIVIDEND INCOME	05E			
DIVIDEND INCOME	05F			

DLN            TIN            Taxpayer Name  
 40021238439            HAMED HISHAM

Tax Yr    Tax Form  
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Schedule: SCH-B

Line Description	Line	Reported	Corrected	Computed
DIVIDEND INCOME	05G			
DIVIDEND INCOME	05H			
DIVIDEND INCOME	05I			
DIVIDEND INCOME	05J			
DIVIDEND INCOME	05K			
DIVIDEND INCOME	05L			
DIVIDEND INCOME	05M			
DIVIDEND INCOME	05N			
DIVIDEND INCOME	05O			
DIVIDEND INCOME	05P			
DIVIDEND INCOME	05Q			
DIVIDEND INCOME	05R			
DIVIDEND INCOME	05S			
DIVIDEND INCOME	05T			
ADD LINE 5 AMOUNTS	06	12.00	12.00	12.00

DLN TIN Taxpayer Name  
40021238439 [REDACTED] HAMED HISHAM

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Schedule: SCH-D

Line Description	Line	Reported	Corrected	Computed
== Box 01 - SHORT-TERM CAPITAL GAINS/LOSS				
SALES PRICE	01A.D			
COST OR OTHER BASIS	01A.E			
GAIN OR LOSS FOR ENTIRE YEAR	01A.F			
SALES PRICE	01B.D			
COST OR OTHER BASIS	01B.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01B.F			
SALES PRICE	01C.D			
COST OR OTHER BASIS	01C.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01C.F			
SALES PRICE	01D.D			
COST OR OTHER BASIS	01D.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01D.F			
SALES PRICE	01E.D			
COST OR OTHER BASIS	01E.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01E.F			
SALES PRICE	01F.D			
COST OR OTHER BASIS	01F.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01F.F			
SALES PRICE	01G.D			
COST OR OTHER BASIS	01G.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01G.F			
SALES PRICE	01H.D			
COST OR OTHER BASIS	01H.E			
GAIN OR LOSS FOR THE ENTIRE YEAR	01H.F			
SALES PRICE	01I.D			

DLN TIN Taxpayer Name  
 40021238439 [REDACTED] HAMED HISHAM

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Schedule: SCH-D

Line Description	Line	Reported	Corrected	Computed
COST OR OTHER BASIS	<u>01I.E</u>			
GAIN OR LOSS FOR THE ENTIRE YEAR	<u>01I.F</u>			
SHORT-TERM TOTALS (SALES PRICE)	<u>02.D</u>			
SHORT-TERM TOTALS (GAIN OR LOSS)	<u>02.F</u>			
TOTAL SHORT-TERM SALES PRICE AMTS	<u>03.D</u>			
SHORT-TERM GAIN OR (LOSS)	<u>04.F</u>			
NET SHORT-TERM LOSS	<u>05.F</u>			
SHORT-TERM CAPITAL LOSS CARRYOVER	<u>06.F</u>			
NET SHORT-TERM CAPITAL GAIN OR LOSS	<u>07.F</u>			
== Box 02 - LONG-TERM CAPITAL GAINS/LOSS				
SALES PRICE	<u>08A.D</u>			
COST OR OTHER BASIS	<u>08A.E</u>	731.00	731.00	
GAIN OR LOSS	<u>08A.F</u>	-731.00	-731.00	-731.00
28 % RATE GAIN OR LOSS	<u>08A.G</u>		-204.68	-204.68
SALES PRICE	<u>08B.D</u>	26284.00	26284.00	
COST OR OTHER BASIS	<u>08B.E</u>	34490.00	34490.00	
GAIN OR LOSS	<u>08B.F</u>	-8206.00	-8206.00	-8206.00
28 % RATE GAIN OR LOSS	<u>08B.G</u>		-2297.68	-2297.68
SALES PRICE	<u>08C.D</u>			
COST OR OTHER BASIS	<u>08C.E</u>			
GAIN OR LOSS	<u>08C.F</u>			
28 % RATE GAIN OR LOSS	<u>08C.G</u>			
SALES PRICE	<u>08D.D</u>			
COST OR OTHER BASIS	<u>08D.E</u>			
GAIN OR LOSS	<u>08D.F</u>			
28 % RATE GAIN OR LOSS	<u>08D.G</u>			

DLN TIN Taxpayer Name  
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## Schedule: SCH-D

Line Description	Line	Reported	Corrected	Computed
SALES PRICE	08E.D			
COST OR OTHER BASIS	08E.E			
GAIN OR LOSS	08E.F			
28 % RATE GAIN OR LOSS	08E.G			
SALES PRICE	08F.D			
COST OR OTHER BASIS	08F.E			
GAIN OR LOSS	08F.F			
28 % RATE GAIN OR LOSS	08F.G			
SALES PRICE	08G.D			
COST OR OTHER BASIS	08G.E			
GAIN OR LOSS	08G.F			
28 % RATE GAIN OR LOSS	08G.G			
SALES PRICE	08H.D			
COST OR OTHER BASIS	08H.E			
GAIN OR LOSS	08H.F			
28 % RATE GAIN OR LOSS	08H.G			
SALES PRICE	08I.D			
COST OR OTHER BASIS	08I.E			
GAIN OR LOSS	08I.F			
28 % RATE GAIN OR LOSS	08I.G			
LONG-TERM TOTALS (FROM D-1, LINE 9)	09.D			
LONG-TERM TOTALS (GAIN/LOSS ENT YR)	09.F			
LONG-TERM TOTALS (28% GAIN/LOSS)	09.G			
TOTAL LONG-TERM SALES PRICE AMTS	10.D	26284.00	26284.00	26284.00
GAIN FR FORM 4797 (GAIN/LOSS)	11.F			
GAIN FROM FORM 4797 (28% GAIN/LOSS)	11.G			

DLN TIN Taxpayer Name  
 40021238439 [REDACTED] HAMED HISHAM

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Schedule: SCH-D

Line Description	Line	Reported	Corrected	Computed
NET LONG-TERM (GAIN/LOSS)	<u>12.F</u>			
NET LONG-TERM GAIN/LOSS (28 % RATE)	<u>12.G</u>			
CAPITAL GAIN DISTR (GAIN/LOSS)	<u>13.F</u>			
CAPITAL GAIN DISTR (28 % RATE)	<u>13.G</u>			
LONG-TERM CAP LOSS CARRYOVR (GN/LOS)	<u>14.F</u>			
LONG-TERM CAP LOSS CARRYOVR (28%RTE)	<u>14.G</u>			
ADD LINES 8G, 9G, 11G, 12G, 13G, 14G	<u>15.G</u>		-2502.36	-2502.36
ADD LINES 8F, 9F, 11F, 12F, 13F, 14F	<u>16.F</u>	-8937.00	-8937.00	-8937.00
== Box 03 - SUMMARY OF PARTS I AND II				
COMBINE LINES 7 AND 16	<u>17</u>	-8937.00	-8937.00	-8937.00
ENTER LOSS HERE	<u>18</u>	3000.00	-3000.00	-3000.00
== Box 04 - TAX COMPUTATION USING MAX CAP				
UNRECAPTURED SECTION 1250 GAIN	<u>19</u>			
TAXABLE INCOME FROM 1040 LINE 41	<u>20</u>			
SMALLER OF LINE 16 OR LINE 17 SCH-D	<u>21</u>			
LINE 4E FORM 4952 (IF FILING 4952)	<u>22</u>			
SUBTRACT LINE 22 FROM LINE 21	<u>23</u>			
SUBTRACT LINE 23 FROM LINE 20	<u>24</u>			
FIGURE TAX FOR AMOUNT ON LINE 24	<u>25</u>			
SMALLER OF LINE 20 OR 46,700..ETC	<u>26</u>			
ENTER THE AMOUNT FROM LINE 24	<u>27</u>			
SUBTRACT LINE 27 FROM LINE 26	<u>28</u>			
ENTER QUALIFIED 5-YEAR GAIN	<u>29</u>			
ENTER THE SMALLER OF LINE 28 OR 29	<u>30</u>			
MULTIPLY LINE 30 BY 8 % (.08)	<u>31</u>			
SUBTRACT LINE 30 FROM LINE 28	<u>32</u>			

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Schedule: SCH-D

Line Description	Line	Reported	Corrected	Computed
MULTIPLY LINE 32 BY 10 % (.10)	<u>33</u>	_____	_____	_____
ENTER THE SMALLER OF LINE 20 OR 23	<u>34</u>	_____	_____	_____
ENTER THE AMOUNT FROM LINE 28	<u>35</u>	_____	_____	_____
SUBTRACT LINE 35 FROM LINE 34	<u>36</u>	_____	_____	_____
MULTIPLY LINE 36 BY 20 % (.20)	<u>37</u>	_____	_____	_____
ADD LINES 25, 31, 33, AND 37	<u>38</u>	_____	_____	_____
FIGURE TAX FOR AMOUNT ON LINE 20	<u>39</u>	_____	_____	_____
TAX (SMALLER OF LINE 38 OR LINE 39)	<u>40</u>	_____	_____	_____

DLN TIN Taxpayer Name  
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Schedule: SCH-E

Line Description	Line	Reported	Corrected	Computed
== Box 01 - INCOME OR LOSS FROM RENTALS				
RENTS RECEIVED (PROP A)	03A			
RENTS RECEIVED (PROP B)	03B			
RENTS RECEIVED (PROP C)	03C			
RENTS RECEIVED (TOTALS)	03D			
ROYALTIES RECEIVED (PROP A)	04A			
ROYALTIES RECEIVED (PROP B)	04B			
ROYALTIES RECEIVED (PROP C)	04C			
ROYALTIES RECEIVED (TOTALS)	04D			
TOTAL EXPENSES (PROPERTY A)	19A			
TOTAL EXPENSES (PROPERTY B)	19B			
TOTAL EXPENSES (PROPERTY C)	19C			
ADD COLS A,B,C ON LINE 19	19D			
DEPRECIATION EXPENSE OR DEPLETION	20A			
DEPRECIATION EXPENSE OR DEPLETION	20B			
DEPRECIATION EXPENSE OR DEPLETION	20C			
DEPRECIATION EXPENSE OR DEPLETION	20D			
TOTAL EXPENSES. ADD LINES 19 & 20	21A			
TOTAL EXPENSES. ADD LINES 19 & 20	21B			
TOTAL EXPENSES. ADD LINES 19 & 20	21C			
INCOME OR LOSS	22A			
INCOME OR LOSS	22B			
INCOME OR LOSS	22C			
DEDUCTIBLE RENTAL LOSS	23A			
DEDUCTIBLE RENTAL LOSS	23B			
DEDUCTIBLE RENTAL LOSS	23C			

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Schedule: SCH-E

Line Description	Line	Reported	Corrected	Computed
INCOME	<u>24</u>			
LOSSES	<u>25</u>			
TOTAL RENTAL/ROYALTY INCOME OR LOSS	<u>26</u>			
== Box 02 - INCOME/LOSS FROM PARTNERSHIP				
ENTER TOTAL INCOME (COL H AND K)	<u>29</u>			
ENTER TOTAL (COL G, I, AND J)	<u>30</u>	<u>-4932.00</u>	<u>-4932.00</u>	
TOTAL PARTNERSHIP/S CORP INC/LOSS	<u>31</u>	<u>-4932.00</u>	<u>-4932.00</u>	<u>-4932.00</u>
== Box 03 - INCOME/LOSS FROM ESTATES/TRUST				
ENTER TOTAL INCOME (COL D AND F)	<u>34</u>			
ENTER TOTAL (COL C AND E)	<u>35</u>			
TOTAL ESTATE AND TRUST INCOME	<u>36</u>			
== Box 04 - INCOME/LOSS FROM REMICS				
COMBINE AMOUNTS	<u>38</u>			
== Box 05 - SUMMARY				
NET FARM RENTAL INCOME	<u>39</u>			
TOTAL INCOME OR LOSS	<u>40</u>	<u>-4932.00</u>	<u>-4932.00</u>	<u>-4932.00</u>
RECONCILIATION OF FARMING	<u>41</u>			
RECONCILIATION FOR REAL ESTATE PROF	<u>42</u>			
TOTAL NONPASSIVE ELIGIBLE--EIC/IRA	<u>43</u>			

HODA F. HAMED  
P.O. BOX 2926  
FREDERIKSTED, VI 00841

101-667/216  
191110760

943

DATE \_\_\_\_\_

© FEDERAL RESERVE BANK OF PHOENIX

Pay TO THE ORDER OF my premier credit card \$  
1-888-724-3659 DOLLARS

TC 017

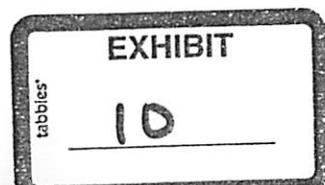
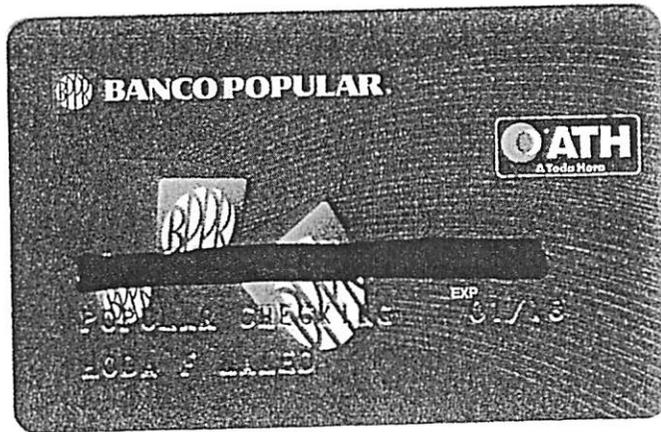
 **BANCO POPULAR**  
BANCO POPULAR DE PUERTO RICO  
Sunny Isle Branch  
Saint Croix, U.S. Virgin Islands

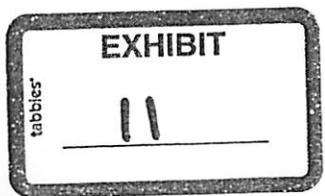
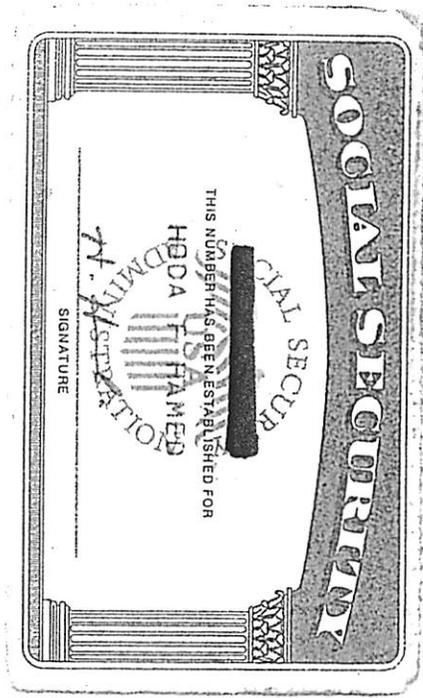
MEMO

⑆021606674⑆



tabbles  
**EXHIBIT**  
9





**Florida** *sunshine state*  
**DRIVER LICENSE CLASS E**



HODA FATHI  
HAMED  
1227 OCKLAWAHA DR  
ORLANDO, FL 32828-0000  
DOB: 03-22-1980 SEX: F  
ISSUED: 12-07-2011 HGT: 5-05  
EXPIRES: 03-22-2020

REST  
ENDORSE



ORGAN DONOR



SAFE DRIVER

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

tabbles®

**EXHIBIT**

12

UNITED STATES OF AMERICA  
 \* PASSPORT CARD \*

U S A Surname: HAMED  
 U S A Nationality: USA  
 U S A Passport Card no.: [REDACTED]

7  
 7  
 6  
 0  
 8  
 -  
 R  
 2  
 9  
 T  
 +

Given Names: HODA FATHI  
 Sex: F Date of Birth: 22 MAR 1980  
 Place of Birth: U.S. VIRGIN ISLANDS  
 Issued On: 02 DEC 2010 Expires On: 01 DEC 2020

J-7767909-16 2-03603-2  
 UNITED STATES DEPARTMENT OF STATE

EXHIBIT  
 13

mycigna.com

Connecticut General Life Insurance Co.  
Coverage Effective Date: 07/01/2012

Group: [REDACTED]  
Issuer (80840)  
ID: [REDACTED]  
Name: Hoda Hamed

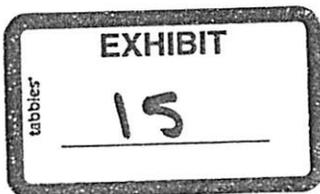
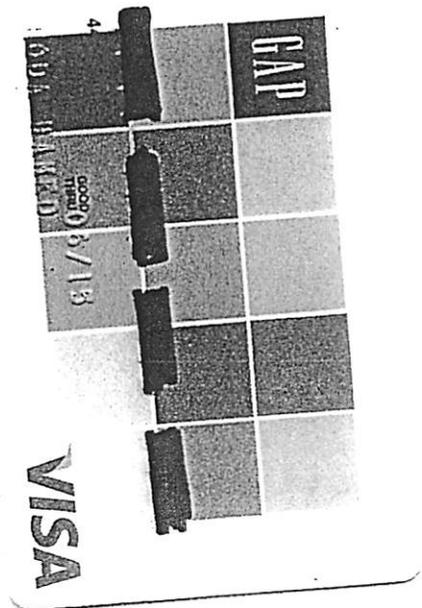
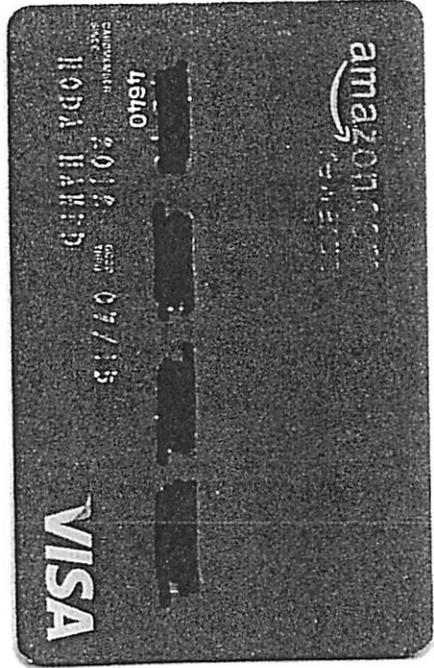
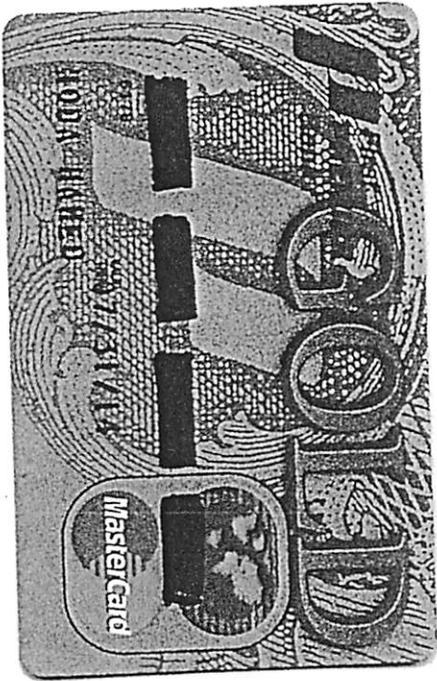
**Open Access Plus**  
No Referral Required  
PCP Visit \$25  
Specialist \$35  
Hospital ER \$150  
Urgent Care \$75  
Rx \$10/\$35/\$50/20%  
Network Coinsurance:  
In 100%/0%  
Out 50%/50%

RxB [REDACTED] RxPC [REDACTED] MultiPlan

Network Savings Program

RMOWEHC

EXHIBIT  
tabbles  
14



SPECIAL WARRANTY DEED

THIS DEED, made as of the 30<sup>th</sup> day of July, 2008 by and between GROVES PROPERTIES, LTD., a Florida limited partnership, whose address is 550 Biltmore Way, Suite 740, Coral Gables, Florida 33134, as "GRANTOR", and HISHAM HAMED, a married man and NEJEH YUSUF, a married man, whose post office address is 4100 Salzedo Street, Unit #409, Coral Gables, FL 33146, as "GRANTEE".

(Wherever used herein, the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH:

That the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to GRANTOR by said GRANTEE, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the GRANTEE the following described real property, and rights and interest in real property located and situated in the County of Miami-Dade and State of Florida, to wit:

Condominium Unit No. 409 of ONE VILLAGE PLACE, A CONDOMINIUM, according to the Declaration of Condominium thereof, recorded in Official Records Book 26306, at Page 2098, of the Public Records of Miami-Dade County, Florida; together with an undivided share in the common elements appurtenant thereto (the "Property").

Master Folio Numbers #03-412 0017 0330; 03 412 0017 0340; and 03 412 0017 0380

This conveyance is subject to the following:

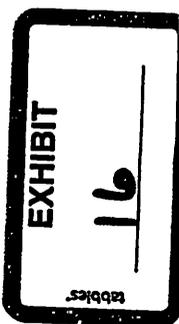
1. Taxes and assessments for the year 2008 and years subsequent thereto.
2. Covenants, conditions, restrictions, exhibits, terms and other provisions of the Declaration of Condominium of One Village Place, a Condominium, recorded in Official Records Book 26306, at Page 2098, of the Public Records of Miami-Dade County, Florida, including all exhibits and amendments thereto.
3. Conditions, covenants, reservations, restrictions, agreements, limitations, declarations, dedications and easements of record.
4. Zoning and other governmental restrictions and regulations.
5. The Condominium Act of the State of Florida, the same being Chapter 718, Florida Statutes.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The GRANTOR hereby specially warrants the title to the said real property, and will defend the same, against the lawful claims of all persons claiming by, through or under the said GRANTOR.

GRANTEE, by acceptance and recordation of this Special Warranty Deed, expressly and specifically approves, accepts, covenants and agrees to be bound by and to assume performance of all of the applicable provisions and requirements set forth in the recorded Declaration of Condominium described above and all amendments and/or supplements thereto, which provisions and requirements are



Signed, sealed and delivered in the presence of:

Agnes Gonzalez  
Witness Signature

Agnes Gonzalez  
Witness Printed Name

Norma T. Estevez  
Witness Signature

NORMA T. ESTEVEZ  
Witness Printed Name

GROVES PROPERTIES, LTD.,  
a Florida limited partnership

By: GROVES PROPERTIES, LLC,  
a Florida limited liability company  
Its: General Partner

By: [Signature]  
Oscar Roger  
as Manager

(SEAL)

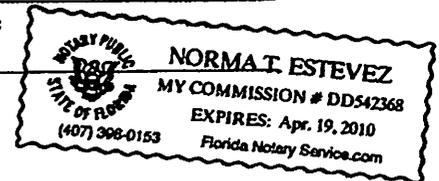
STATE OF FLORIDA )  
 )SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30th day of July, 2008, by Oscar Roger, as Manager of GROVES PROPERTIES, LLC, a Florida limited liability company, as General Partner of GROVES PROPERTIES, LTD., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public Signature

NORMA T. ESTEVEZ  
Notary Public Printed Name

My commission expires: \_\_\_\_\_



INSTR 2005309261  
BK 06545 PG 2199 PG (s) 1  
RECORDED 12/15/2005 03:33:43 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
DEED DOC 1,528.10  
RECORDING FEES 10.00  
RECORDED BY T Tierney

This instrument Prepared by and Return to:  
FRANK L. POHL  
POHL & SHORT, P.A.  
280 West Canton Avenue, Suite 410  
Post Office Box 3208  
Winter Park, Florida 32790  
File # 6218-244  
Property Appraiser's Parcel Identification (Pin) Numbers:  
112526-486253-002250

\*\*\*\*THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION\*\*\*\*

**WARRANTY DEED**

**THIS WARRANTY DEED**, made this 31st day of October, 2005 A.D. by COLONY COMMUNITIES, a Florida general partnership whose post office address is 4776 New Broad Street, Suite 250, Orlando, Florida 32814, herein called the grantor, to Hisham Hamed, a married man, whose post office address is P.O. Box 3049, Kingshill, V.I. 00851, hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in POLK County, State of Florida, viz:

Lot 295, LEGACY PARK - PHASE THREE, according to the plat thereof recorded in Plat Book 129, Page 10, Public Records of Polk County, Florida.

**SUBJECT TO** restrictions, conditions and easements of record, if any, property taxes accruing subsequent to December 31, 2004, however this reference shall not operate to reimpose the same.

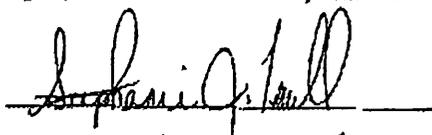
**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

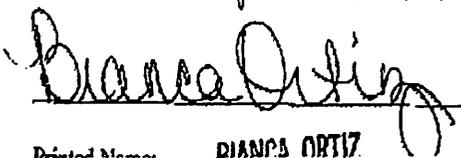
**AND**, the grantor hereby covenants with said grantee that the grantor lawfully seized of said land in fee simple; that the grantor had good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:



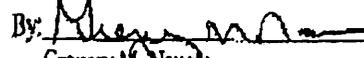
Printed Name: Stephanie J. Tessell



Printed Name: BIANCA ORTIZ

Colony Communities,  
a Florida general partnership

By: Colony Communities, Inc.,  
a Delaware corporation,  
as Managing Partner

By:   
Gregory M. Naugle,  
Controller/Authorized Agent

PREPARED BY & RETURN TO:

WADE BOYETTE, ESQUIRE  
BOYETTE LAW OFFICES, P.A.  
1635 East Highway, Suite 300  
Clermont, Florida 34711

Tax Parcel I.D. No.  
17-22-31-7470-00600

DOC # 20090525934 B: 9929 P: 4300

09/04/2009 11:01:11 AM Page 1 of 2  
Rec Fee: \$18.50 Doc Type: D  
Deed Doc Tax: \$1,260.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: BOYETTE CUMMINGS & NAILOS



WARRANTY DEED

MADE AND EXECUTED this 28th day of August, 2009,

BY EDWARD L. GONZALEZ, a single person, whose address is 18506 Kitty Hawk Court, Port St. Lucie, Florida 34987, hereinafter called the Grantor,

TO HISHAM HAMED, a married person, and KHALID W. HAMED, a single man, as tenants in common, each with an undivided one-half interest, whose address is 10140 Rivers Trail Drive, Orlando, Florida 32817, hereinafter called the Grantees.

WITNESSETH, That said Grantor, for and in consideration of the sum of One Hundred Eighty Thousand and No/100 (\$180,000.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does grant, bargain, sell, alien, remise, release, convey and confirm onto the Grantees all that certain land situate in ORANGE County, Florida, to-wit:

Lot 60, RIVERWALK, according to the plat thereof, as recorded in Plat Book 40, Page 11, of the Public Records of Orange County, Florida.

This is not the Homestead property of the Grantor.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenant with said Grantees that he is lawfully seized of said land in fee simple; that he has good right and lawful authority to sell and convey said land; that they will hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2008, and easements and restrictions of record, if any.

(Wherever used herein the terms "Grantors" and "Grantees" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation. The words "trustee" and "successor" are used for singular or plural, as the context requires.)

IN WITNESS WHEREOF, Grantor has set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

*Yvonne Louise*  
Witness Name: YVONNE LOUISE

*[Signature]*  
EDWARD L. GONZALEZ

*Kathy A. Divine*  
Witness Name: KATHY A. DIVINE

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 28th day of August, 2009, by EDWARD L. GONZALEZ, a single person, who ~~is~~ ~~personally known to me~~ has produced his FL D/L as identification.

*Kathleen A. Divine*  
Notary Public

My Commission Expires:



This instrument prepared by:  
**DAVID M. LAYMAN, ESQ.**  
GREENBERG TRAURIG, P.A.  
777 South Flagler Dr., Suite 300E  
West Palm Beach, FL 33401

**Return to:**

Shannon Blakely  
Millenia Title Insurance, Inc.  
4700 Millenia Blvd. Suite 320  
Orlando, FL 32839

Portion of Parcel I.D. No.: 16-23-29-6657-00020

**CHARLES TOWNE AT PARK CENTRAL CONDOMINIUM**

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made as of the 22nd day of January, 2006, by **RAK CHARLES TOWNE LIMITED PARTNERSHIP**, a Florida limited partnership (hereinafter called the "Grantor"), whose post office address is 400 Madison Avenue, Suite 2B, New York, New York 10017, to **Hisham Hamed, A Married Man** (hereinafter called the "Grantee"), whose post office address is 5029 City Street, Orlando, Florida 32839..

**WITNESSETH:**

Grantor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, Grantee's successors and assigns, forever, the following property situate in Orange County, Florida, to-wit (the "Property"):

Unit 1818 of CHARLES TOWNE AT PARK CENTRAL CONDOMINIUM, according to the Declaration of Charles Towne at Park Central Condominium, recorded November 23, 2005, in Official Records Book 08319, Page 2690, of the Public Records of Orange County, Florida, as such Declaration may be amended from time to time; SUBJECT TO taxes for the year 2006 and all subsequent years; all laws and regulations; and all restrictions, easements, covenants and matters of record.

**TOGETHER WITH** an undivided interest in the common elements and any appurtenances thereto, as declared in said Declaration of Condominium.

**AND**, the Grantor hereby specially warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but no others.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first above written.

Witnessed by:

[Signature]  
Name: Roxanne Brown

RAK CHARLES TOWNE LIMITED PARTNERSHIP, a Florida limited partnership

By: RAK Charles Towne Ventures Limited Partnership, a Florida limited partnership, its general partner

By: RAK Charles Towne Corp., a Florida corporation, its general partner

[Signature]  
Name: Shannon Blakley

By: \_\_\_\_\_  
Name: Randy Kohana  
Title: President

STATE OF New York )  
COUNTY OF New York ) SS:

The foregoing Special Warranty Deed was acknowledged before me, this 22nd day of February, 2006, by Randy Kohana as President of RAK Charles Towne Corp., a Florida corporation, as general partner of RAK Charles Towne Ventures Limited Partnership, a Florida limited partnership, as general partner of RAK Charles Towne Limited Partnership, a Florida limited partnership, on behalf of the partnership. He personally appeared before me, [] is personally known to me or [] has produced \_\_\_\_\_ as identification.

(Notarial Seal)

[Signature]  
Name: \_\_\_\_\_

Notary Public, State of LINDA R. O'LEARY  
Commission No.: Notary Public-State of New York  
No. 010L6031560

My Commission Expires Qualified in Bronx County  
My Commission expires 10/4/2009

Return to:

Name: STEWART TITLE OF FOUR CORNERS, INC.

Address: 1428 Sunrise Plaza Drive, Suite 1

Clermont, FL 34714

This Instrument Prepared by: SHARON POLK

STEWART TITLE OF FOUR CORNERS, INC.

1428 Sunrise Plaza Drive, Suite 1

Clermont, FL 34714

INST. 2006054097

BK 06660 PG 2183 PG(6)1

RECORDED 03/02/2006 02:50:02 PM

RICHARD M WEISS, CLERK OF COURT

POLK COUNTY

DEED DOC 1,624.00

RECORDING FEES 10.00

RECORDED BY B Morris

as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

Property Appraisers Parcel Identification (Folio) Number(s):

252526-999994-001670

Grantee(s) S.S.#(s):

FILE NO: 06030097

## WARRANTY DEED

This Warranty Deed Made this 23rd day of February , 2006.

by DONNA KNOBLAUCH n/k/a DONNA ROBERTS and ANTHONY ROBERTS, wife and  
husband

whose marital status is:

hereinafter called the grantor, whose post office address is: 121 Heather Lynn Drive, Davenport,  
Florida 33897

to HISHAD HAMED, a married man

whose post office address is: #14 Estate Plessen, Fredericksled, VI 00840

hereinafter called the grantee,

**WITNESSETH:** That said grantor, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations,  
receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the  
grantee, all that certain land situate in Polk County, Florida, viz:  
Lot 167, FLORIDA PINES PHASE 1, according to the plat thereof  
recorded in Plat Book 111, pages 44, 45, and 46, public records  
of Polk County, Florida

This property [is] ~~is not~~ the homestead of the Grantor(s).

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor  
has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will  
defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes  
accruing subsequent to December 31, 2005, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal the day and year first above written.

# Form W-4 (2007)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2007 expires February 16, 2008. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on

itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax

for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners/Multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

**Nonresident alien.** If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2007. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

## Personal Allowances Worksheet (Keep for your records.)

A Enter "1" for yourself if no one else can claim you as a dependent. A 1

B Enter "1" if: B 1

- You are single and have only one job; or
- You are married, have only one job, and your spouse does not work; or
- Your wages from a second job or your spouse's wages (or the total of both) are \$1,000 or less.

C Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) C 1

D Enter number of dependents (other than your spouse or yourself) you will claim on your tax return D \_\_\_\_\_

E Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) E \_\_\_\_\_

F Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit F \_\_\_\_\_

(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)

G **Child Tax Credit** (including additional child tax credit). See Pub 972, Child Tax Credit, for more information.

- If your total income will be less than \$57,000 (\$85,000 if married), enter "2" for each eligible child.
- If your total income will be between \$57,000 and \$84,000 (\$85,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have 4 or more eligible children.

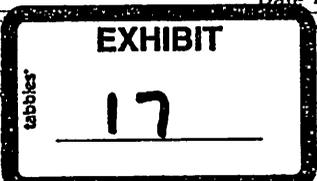
H Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) H \_\_\_\_\_

For accuracy, complete all worksheets that apply. G \_\_\_\_\_

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married) see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="font-size: small;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <div style="font-size: 2em; font-weight: bold; text-align: center;">2007</div>
1 Type or print your first name and middle initial. Last name Hisham M. Hamed		2 Your social security number [REDACTED]
Home address (number and street or rural route) P.O. Box 3649		3 <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code Kingshill VI 00851		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 <u>6</u>
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____
7 I claim exemption from withholding for 2007, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> <li>• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and</li> <li>• This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.</li> </ul> If you meet both conditions, write "Exempt" here <span style="float: right;">▶ 7 _____</span>		
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (Form is not valid unless you sign it.) <span style="float: right;">▶</span>		Date <span style="float: right;">▶</span> 5/7/07
8 Employer's name and address (employer) or Complete lines 8 and 10		10 Employer identification number (EIN)



**THE HISHAM M. HAMED TRUST**

DATED February 28, 2006

I, HISHAM M. HAMED, on February 28, 2006, sign this Trust Agreement ("Agreement") with HISHAM M. HAMED and HODA Y. HAMED, Co-Trustees, and any successor trustee will be called, "Trustee" in this Agreement and referred to in singular neuter pronouns.

*Trustee shall hold all property delivered to it, in trust, as follows:*

**ARTICLE I**  
**RIGHTS RESERVED**

1.1 **Revocable Trust.** I reserve the right to amend or revoke this Agreement, wholly or partly, by a writing signed by me or on my behalf and delivered to Trustee during my life. However, I cannot change materially the duties or compensation of Trustee without its written approval.

1.2 **Additions and Withdrawals.** I reserve the right to add property to, and withdraw property from, the trust.

1.3 **Name of Trust.** The name of this Trust Agreement shall be THE HISHAM M. HAMED TRUST dated February 28, 2006, HISHAM M. HAMED, AND HODA Y. HAMED, CO-TRUSTEES.

1.4 **Productivity of Trust Property.** I retain the right during my lifetime to direct the Trustee not to retain any asset(s) that I determine not to be productive, and to convert them to productive property.

**ARTICLE II**  
**DISTRIBUTION DURING LIFETIME**

2.1 **Income and Principal.** Trustee shall pay all the net income to me or for my benefit, or as I otherwise direct orally or in writing, and Trustee shall pay any part of trust principal as I direct in writing. However, during any period in which, in Trustee's opinion, I am incapable of managing my own affairs, Trustee shall pay to or use for the benefit of me, my Spouse, HODA Y. HAMED, and others partly or wholly dependent on me, the net



**ARTICLE IX**  
**SURVIVAL AND ANTI-LAPSE PROVISIONS**

**9.1 Survival Presumptions.**

- (a) **General Rule.** Except as provided in ¶7.1(b), any beneficiary who dies within 120 hours after my death shall be deemed to have died before I died.
- (b) **Exceptions.**
- (1) Any beneficiary who is my Child, has living Descendants, and dies within 90 days after my death shall be deemed to have died before I died if Treas Reg 26.2612-1(a)(2)(I) applies.
  - (2) As to any gift, other than a gift of Tangible Personal Property, which will qualify for the marital deduction, my Spouse shall be deemed to have survived me if we die under circumstances where it is not clear who survived.

**9.2 Negation of Anti-Lapse Statute.** A gift fails if an individual beneficiary does not satisfy a condition of survival and there is no substitute beneficiary indicated in this Agreements who satisfies the conditions for taking. The provisions of an anti-lapse statute shall not apply to preserve a gift for an individual or individuals who are not identified as a substitute or substitutes in this Agreement.

I sign my name to this Agreement on the date that is first written above. I declare under penalty of perjury under the laws of the State of Michigan that the statements in this Agreement are true; that this document is my Trust Agreement; that I sign it willingly or willingly direct another to sign for me; that I execute it as my voluntary act for the purposes expressed in this Agreement; and that I am 18 years of age or older, of sound mind, and under no constraint or undue influence.

**Executed in original, delivered, and the trust accepted, as of the date first written above.**

  
\_\_\_\_\_  
**HISHAM M. HAMED, Grantor & Co-Trustee**

We, the witnesses, sign our names to this Agreement on the date that is first written above and have taken an oath, administered by the officer whose signature appears below, to swear that all of the following statements are true; the individual signing this Agreement executes it as a voluntary act for the purposes expressed in this Agreement; each of us, in the individuals' presence, signs this Agreement as a witness to the individual's signing; and, to the best of our knowledge, the individual is 18 years of age or older, of sound mind, and under no constraint or undue influence.

**WITNESS # 1:**

Cynthia Challenger address: P.O. Box 6198  
(SIGNATURE):

Cynthia Challenger Csted, VI 00823  
(PRINT):

**WITNESS # 2:**

[Signature] address: 5338 Cotton Valley  
(SIGNATURE):

B. Fox Csted VI 00822  
(PRINT):

UNITED STATES VIRGIN ISLANDS)  
ISLAND OF ST. CROIX )

On February 28, 2006, HISHAM M. HAMED appeared before me, signed, acknowledged, and delivered THE HISHAM M. HAMED TRUST DATED February 28, 2006.

Lynne Turturro, Notary Public

LYNNE TURTURRO  
NOTARY PUBLIC - ST. CROIX, U.S.V.I.  
COMMISSION NO. NP-130-04  
MY COMMISSION EXPIRES 11/18/2008

Executed in original, delivered, and the trust accepted, as of the date first written above.

*H. Hamed*

HODA Y. HAMED, Co-Trustee

We, the witnesses, sign our names to this Agreement on the date that is first written above and have taken an oath, administered by the officer whose signature appears below, to swear that all of the following statements are true; the individual signing this Agreement executes it as a voluntary act for the purposes expressed in this Agreement; each of us, in the individuals' presence, signs this Agreement as a witness to the individual's signing; and, to the best of our knowledge, the individual is 18 years of age or older, of sound mind, and under no constraint or undue influence.

WITNESS # 1:

*Cynthia Chalkey*  
(SIGNATURE):

address: *P.O. Box 6198*

*Cynthia Chalkey*  
(PRINT):

*Csted VI 00823*

WITNESS # 2:

*B Fox*  
(SIGNATURE):

address: *3032 Cotton Valley*

*B Fox*  
(PRINT):

*Csted VI 00820*

UNITED STATES VIRGIN ISLANDS)  
ISLAND OF ST. CROIX )

On March 4, 2006, HODA Y. HAMED appeared before me, signed, acknowledged, and delivered THE HISHAM M. HAMED TRUST DATED February 28, 2006.

*Lynne Turturro*, Notary Public

LYNNE TURTURRO  
NOTARY PUBLIC - ST. CROIX, U.S.V.I.  
COMMISSION NO. NP-130-04  
MY COMMISSION EXPIRES 11/18/2008

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

الجمعية الاسلامية العالمية لجزر العذراء

VIRGIN ISLANDS INTERNATIONAL ISLAMIC SOCIETY, Inc.

84-85 Herman Hill (Mosque),

P.O. Box 659

Kingshill, St. Croix, U.S. Virgin Islands 00851-0659

No. 200

7/18/2008

Date  
ST. CROIX USVI

Place

### Marriage Certificate

OCCUPATION	NATIONALITY	AGE	RESIDENCE	COUNTRY	FULL NAME
STUDENT	US	22	ST. CROIX	USVI	Husband SYAID FATHI YUSUF
STUDENT	US	19	ST. CROIX	USVI	Wife AMAL WALEED HAMED

PROOF OF AGE and IDENTIFICATION US PASSPORT #

DOWRY	1. Advance	ONE DOLLAR (1.00)
	2. Belonging	TEN THOUSAND DOLLARS (10,000.00)

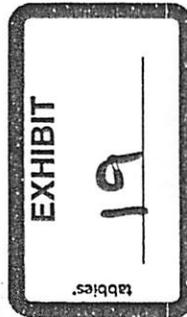
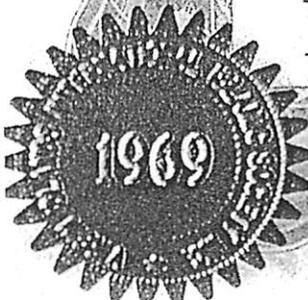
How is Dowry to be paid? US DOLLAR

Special request (Conditions) NONE

Approval of Guardian. FATHI YUSUF, WALEED HAMED

I AHMED BEISAR, HAVE PERFORMED THIS MARRIAGE CONTRACT ACCORDING TO THE LAWS OF ISLAM, BETWEEN THE ABOVE NAMED MUSLIMS.

Witness Signature	Witness Signature	Husband Signature	Wife Signature
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
No. <u>19</u>	SECRETARY.	IMAM <u>AHMED BEISAR</u>	



VIRGIN ISLANDS OF THE UNITED STATES  
 LICENSE AND CERTIFICATE OF MARRIAGE

TO BE RETURNED  
 TO THE COURT

STATE FILE NUMBER

LICENSE NUMBER SX-08-MG-0000309

TYPE/PRINT  
 IN  
 PERMANENT  
 BLACK INK  
 FOR  
 INSTRUCTIONS  
 SEE  
 HANDBOOK

1. GROOM'S NAME (First, Middle, Last) SYAID FATHI YUSUF		2. AGE LAST BIRTHDAY 22	
3. RESIDENCE-CITY, TOWN, OR LOCATION #92 LA GRANDE PRINCESSE ST. CROIX			
3c. STATE VI		3b. COUNTY OR ISLAND ST. CROIX VIRGIN ISLANDS	
4a. BIRTHPLACE (State or Foreign Country) ST. CROIX VIRGIN ISLANDS		4b. DATE OF BIRTH (Mo. Day, Yr.)	
5a. FATHER'S NAME (First, Middle, Last) FATHI YUSUF		5. SSN. SEC. NO.	
5b. BIRTHPLACE (State or Foreign Country) JORDAN		7a. MOTHER'S NAME (First, Middle, Maiden Surname) FAWZIA ABDEL-AZIZ	
7b. BIRTHPLACE (State or Foreign Country) JORDAN		8. AGE LAST BIRTHDAY 19	
9. BRIDE'S NAME (First, Middle, Last) AMAL WALEED HAMED			
10a. RESIDENCE-CITY, TOWN, OR LOCATION #92 LA GRANDE PRINCESSE ST. CROIX			
10c. STATE VI		10b. COUNTY OR ISLAND	
11a. BIRTHPLACE (State or Foreign Country) ST. CROIX VIRGIN ISLANDS		11b. DATE OF BIRTH (Mo. Day, Yr.)	
12. SSN. SEC. NO.		13a. FATHER'S NAME (First, Middle, Last) WALEED HAMED	
13b. BIRTHPLACE (State or Foreign Country) JORDAN		14a. MOTHER'S NAME (First, Middle, Maiden Surname) FADWA AL HAMED	
14b. BIRTHPLACE (State or Foreign Country) KUWAIT			

WE HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT WE ARE FREE TO MARRY UNDER THE LAWS OF THIS STATE.

15. GROOM'S SIGNATURE 	16. BRIDE'S SIGNATURE 
---------------------------	---------------------------

This License Authorizes the Marriage in This State of the Parties Named Above by any Person Duly Authorized to Perform a Marriage Ceremony under the Laws of the State of VIRGIN ISLANDS at Moslem Mosque

17. EXPIRATION DATE (Month, Day, Year) OCTOBER 25, 2008	18. SUBSCRIBED TO AND SWORN TO BEFORE ME ON (Month, Day, Year) JULY 25, 2008	19. SIGNATURE OF ISSUING OFFICIAL 	20. TITLE OF ISSUING OFFICIAL SUPERIOR COURT JUDGE
--	---	---------------------------------------	---

21. I CERTIFY THAT THE ABOVE NAMED PERSONS WERE MARRIED ON: (Month, Day, Year) 07-25-2008	22a. WHERE MARRIED-CITY, TOWN, OR LOCATION Christiansted	22b. ISLAND Saint Croix
--	---	----------------------------

23a. SIGNATURE OF PERSON PERFORMING CEREMONY Ahmed Beisax	23b. NAME (Type/Pnt) Ahmed Beisax	23c. TITLE Imam
--	--------------------------------------	--------------------

24a. ADDRESS OF PERSON PERFORMING CEREMONY (Street and Number or Rural Route Number, City or Town, State, Zip Code) 84-85 Herimar Hill King Hill VI 00851-0154		24b. SIGNATURE OF WITNESS TO CEREMONY 
---	--	---

25. SIGNATURE OF COURT REGISTRATION OFFICIAL 	26. DATE FILED BY COURT (Month, Day, Year) July 25, 2008
--	---

CONFIDENTIAL INFORMATION. THE INFORMATION BELOW WILL NOT APPEAR ON CERTIFIED COPIES OF THE RECORD.

CERTIFIED TO BE A TRUE COPY  
 This 25th day of July 2008  
 VENETIA H. VELAZQUEZ, ESQ.  
 CLERK OF THE COURT  
 By Court Clerk

NATIONAL CENTER FOR HEALTH STATISTICS (NCHS) · 1980 REVISION  
 PUBLIC HEALTH SERVICE · NATIONAL CENTER FOR HUMAN SERVICES · PUBLIC HEALTH SERVICE

TYPE/PRINT  
IN  
PERMANENT  
BLACK INK  
FOR  
INSTRUCTIONS  
SEE  
HANDBOOK

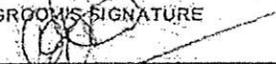
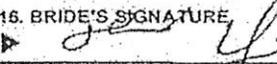
VIRGIN ISLANDS OF THE UNITED STATES  
LICENSE AND CERTIFICATE OF MARRIAGE

LICENSE NUMBER SX-05-MG-0000310

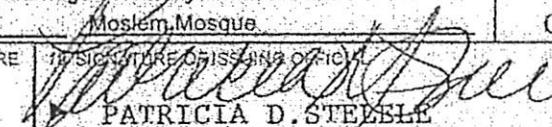
STATE FILE NUMBER

1. GROOM'S NAME (First, Middle, Last) <b>HISHAM M. HAMED</b>		2. AGE LAST BIRTHDAY <b>32</b>	
3a. RESIDENCE-CITY, TOWN, OR LOCATION <b>6HC CARLTON GARDENS FREDERICKSTED, ST. CROIX</b>		3b. COUNTY OR ISLAND	
3c. STATE <b>VI</b>	4a. BIRTHPLACE (State or Foreign Country) <b>ST. CROIX VIRGIN ISLANDS</b>	4b. DATE OF BIRTH (Mo., Day, Yr.)	5. SSN. SEC. NO.
6a. FATHER'S NAME (First, Middle, Last) <b>MOHAMMED HAMED</b>	6b. BIRTHPLACE (State or Foreign Country) <b>JORDAN</b>	7a. MOTHER'S NAME (First, Middle, Maiden Surname) <b>KHEIRIEH HANOOH</b>	7b. BIRTHPLACE (State or Foreign Country) <b>JORDAN</b>
Ea. BRIDE'S NAME (First, Middle, Last) <b>HODA F. YUSUF</b>		9. AGE LAST BIRTHDAY <b>28</b>	
10a. RESIDENCE-CITY, TOWN, OR LOCATION		10b. COUNTY OR ISLAND	
10c. STATE	11 a. BIRTHPLACE (State or Foreign Country) <b>ST. CROIX VIRGIN ISLANDS</b>	11 b. DATE OF BIRTH (Mo., Day, Yr.)	12. SSN. SEC. NO.
13a. FATHER'S NAME (First, Middle Last) <b>FATHI YUSUF</b>	13b. BIRTHPLACE (State or Foreign Country) <b>JORDAN</b>	14a. MOTHER'S NAME (First, Middle Maiden Surname) <b>FAWZIA ABDEL-AZIZ</b>	14b. BIRTHPLACE (State or Foreign Country) <b>JORDAN</b>

WE HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT WE ARE FREE TO MARRY UNDER THE LAWS OF THIS STATE.

15. GROOM'S SIGNATURE  16. BRIDE'S SIGNATURE 

This License Authorizes the Marriage in This State of the Parties Named Above by any Person Duly Authorized to Perform a Marriage Ceremony under the Laws of the State of VIRGIN ISLANDS Moslem, Mosque 17. EXPIRATION DATE (Month, Day, Year)  
**OCTOBER 25, 2008**

18. SUBSCRIBED TO AND SWORN TO BEFORE ME ON: (Month, Day, Year)  
**JULY 25, 2008** 19. SIGNATURE OF ISSUING OFFICIAL  
  
**PATRICIA D. STEELE** 20. TITLE OF ISSUING OFFICIAL  
**SUPERIOR COURT JUDGE**

21. I CERTIFY THAT THE ABOVE NAMED PERSONS WERE MARRIED ON: (Month, Day, Year) 22a. WHERE MARRIED-CITY, TOWN, OR LOCATION 22b. ISLAND

23a. SIGNATURE OF PERSON PERFORMING CEREMONY 23b. NAME (Type/Print) 23c. TITLE

23d. ADDRESS OF PERSON PERFORMING CEREMONY (Street and Number or Rural Route Number, City or Town, State, Zip Code)

24a. SIGNATURE OF WITNESS TO CEREMONY 24b. SIGNATURE OF WITNESS TO CEREMONY

25. SIGNATURE OF COURT REGISTRATION OFFICIAL 26. DATE FILED BY COURT (Month, Day, Year)

CONFIDENTIAL INFORMATION. THE INFORMATION BELOW WILL NOT APPEAR ON CERTIFIED COPIES OF THE RECORD.

27. NUMBER OF THIS MARRIAGE - First, Second, etc. (Specify below)	28. IF PREVIOUSLY MARRIED. LAST MARRIAGE ENDED		29. RACE-American Indian, Black, White, etc. (Specify below)	30. EDUCATION Specify only highest grade completed
	By Death, Divorce, Dissolution or Annulment (Specify below)	Date (Month, Day, Year) By		
27a. First	28a.	28b.	29a. MIDDLE EASTERN (AR)	30a. 4 YEARS
27b. First	28c.	28d.	29b. MIDDLE EASTERN (ARA)	30b. 2 YEARS

EXHIBIT  
**20**

DEPARTMENT OF HEALTH AND HUMAN SERVICES - PUBLIC HEALTH SERVICE - NATIONAL CENTER FOR VITAL STATISTICS - 1998 REVISION

March 4, 2013

To Whom It May Concern,

My name is Hisham M Hamed. This letter shall serve as proof of written verification for residency. My wife of 13 years, Hoda F. Yusuf, 33 years of age, resides at our home, 65 Eliza's Retreat, Christiansted, St. Croix. For further verification, I can be reached at (340) 690-3139.

Sincerely,



March 6, 2013

To Whom It May Concern,

My name is Hisham M Hamed. This letter shall serve as proof of written verification for residency. Hoda F. Yusuf, 33 years of age, resides at 65 Eliza's Retreat, Christiansted, St. Croix.

Sincerely,

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS**

**DIVISION OF ST. CROIX**

HODA FATHI YUSUF HAMED,

Plaintiff,

v.

HISHAM MOHAMMED HAMED,

Defendant.

CASE. NO. SX-13-DI-42

**ACTION FOR DIVORCE**

**TERRITORY OF THE VIRGIN ISLANDS**

**DISTRICT OF ST. CROIX**

)  
) **SS:**  
)

**AFFIDAVIT OF HODA FATHI YUSUF HAMED**

The undersigned Affiant, Hoda Fathi Yusuf Hamed, being first duly sworn, do hereby depose and state under penalty of perjury:

1. When Mr. Hamed asked my father for my hand in marriage, he told me to drop out of University. He said he would be the breadwinner and I would take care of the home and children. I reluctantly agreed to drop out of college. However, as our marriage progressed, I asked Mr. Hamed on numerous occasions if I could return to college, and he always refused me. He would just say that my place was in the home.
2. At the time Mr. Hamed asked me to marry him and I agreed, his parents flew to Jordan to pick me up and accompany me to St. Croix, U.S. Virgin Islands.
3. When we applied for the marriage license, I was not told, nor did I read anything about a three-month requirement to have the marriage solemnized. Mr. Hamed is the one that picked up the marriage license

from the Court and would have been privileged to that information.

4. When Mr. Hamed left the family home in November 2012, he did not regularly visit our children. It was only after I filed for divorce did Mr. Hamed start visiting the children and staying with them for longer periods of time. However, I am still the primary caregiver and custodian of our minor children.
5. Our children have had no negative effects as a result of their father's absence from the home. They do well in school, they maintain high grades, and they suffer from no physical ailments related to stress.
6. Even before I filed for divorce, Mr. Hamed refused to talk to me about a reasonable resolution of our dispute, despite my numerous requests. He told me after I filed for divorce, "I am going to dump you by your mother's house like how I took you. Without any kids and without any money."
7. I never told Mr. Hamed that I wanted the house and all of his money.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Hoda Fathi Yusuf Hamed

SUBSCRIBED AND SWORN TO  
before me this 30<sup>th</sup> day of  
Sept., 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

07/14/2015



Doc# 2010002864

Book: 1241

Pages: 334

Filed & Recorded

07/23/2010 3:38PM

ALTHEA PEDRO

RECORDER OF DEEDS

ST CROIX

RECORDING FEE

PER PAGE FEE

DEED DOC STAMP

Recorder

*Althea L. Pedro*

67,899

**TRUSTEE'S WARRANTY DEED**

\$ 1,007.00  
\$ 4.00  
\$ 24,875.00

*24,875.-*

Trustee's Warranty Deed made on July <sup>12<sup>th</sup></sup>, 2010, by and between **Richard L. Davis, Trustee of The Richard L. Davis Trust u/t/d December 24, 1999**, (hereinafter called "Grantor") and **Hisham M. Hamed**, of PO Box 3649, Kingshill, VI 00851 (hereinafter referred to as "Grantee").

**WITNESSETH:**

In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to him in hand paid, receipt of which is hereby acknowledged, Grantor does hereby grant, sell, and convey unto Grantee the following described real property ("Property") situate in St. Croix, U.S. Virgin Islands:

**Plot No. 65, Estate Eliza's Retreat, East End Quarter "A", consisting of 0.833 U.S. acre, more or less, as shown on OLG Drawing No. 4328, dated July 9, 1986, revised May 4, 1989;**

**TOGETHER WITH** all the buildings, improvement, tenements, hereditaments and appurtenances thereunto belonging;

**SUBJECT TO** the following "Permitted Exceptions":

1. all covenants, conditions, rights of way, easements and restrictions as of record appearing;
2. any condition which an inspection of the property or an accurate survey would disclose;
3. all applicable zoning regulations and ordinances; and
4. real property taxes for the year 2006 and all years thereafter;

**TO HAVE AND TO HOLD** the said described premises unto Grantee **Hisham M. Hamed, his heirs and assigns, in fee simple forever.**

Grantor further covenants that Grantor is lawfully seized of the Properties and has full right to convey the Property; that the Property is free and clear of all liens and encumbrances except the Permitted Exceptions; that Grantee shall quietly enjoy the Property; and that Grantor shall forever warrant and defend the right and title to the Property to Grantee against the lawful claims of all persons, except for claims arising under or by virtue of the Permitted Exceptions.

IN WITNESS WHEREOF, this deed has been duly executed as of the day and year first above written.

Witnesses (two required):

**The Richard L. Davis Trust u/t/d  
December 24, 1999**

*Richard L. Davis*  
Witness

By: *Richard L. Davis*  
**Richard L. Davis, Trustee**

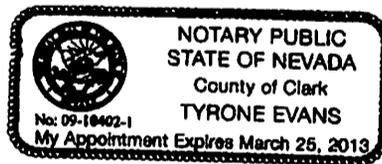
*pe B Stalls*  
Witness

ACKNOWLEDGMENT

STATE OF *Nevada* )  
COUNTY OF *Clark* )

The foregoing Trustee's Warranty Deed was acknowledged before me on *July 12<sup>th</sup>*, 2010, by **Richard L. Davis, Trustee of The Richard L. Davis Trust u/t/d December 24, 1999.**

*T. Evans*  
Notary Public  
My Commission Expires: *3/25/13*



CERTIFICATE OF VALUE

It is hereby certified that the value of the property described in the foregoing Deed (Plot 65 Estate Eliza's Retreat), for recording and transfer tax purposes does not exceed the sum of **Nine Hundred Ninety-Five Thousand Dollars (\$995,000.00)**.

For transfer stamp tax purposes only, the assessed value of the subject Property (as per the 2005 real property tax bill) is \$424,389.00.

  
Robert A. Waldman, Attorney at Law

CERTIFICATE OF THE PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that the description of the Property described in the foregoing Trustee's Warranty Deed has not undergone any change with regard to boundary and area according to the records of the Office of the Public Surveyor.

Office of the Public Surveyor  
Christiansted, St. Croix

DATED: JUL 21 2010

FEE: \$ 20<sup>00</sup>

By:   
for: Benadette C. Williams  
Tax Assessor

Doc# 2010002864  
Book: 1241  
Pages: 334  
Filed & Recorded  
07/23/2010 3:38PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
RECORDING FEE \$ 1,007.00  
PER PAGE FEE \$ 4.00  
DEED DOC STAMP \$ 24,875.00

  
Recorder



GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax 340.773.0330  
18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax 340.774.6953

**REAL PROPERTY TAX CLEARANCE LETTER**

**TO:** Office of the Recorder of Deeds

**FROM:** Office of the Tax Collector

In accordance with Title 28, Section 121, as amended, this shall certify that there are no outstanding Real Property Tax obligations for the following:

<b>PARCEL NUMBER</b>	2-05000-0280-00
<b>LEGAL DESCRIPTION</b>	65 ELIZAS RETREAT SPYGLASS HILL
<b>OWNER'S NAME</b>	RICHARD L DAVIS

Taxes have been researched up to and including 2005

CERTIFIED TRUE AND CORRECT BY

**Valencio Jackson**  
Tax Collector

  
SIGNATURE

**April 13, 2010**  
DATE

#48326  
1209193  
OLG

67,898

**TRUSTEE'S WARRANTY DEED**

Doc# 2010002863  
Book: 1241  
Pages: 330  
Filed & Recorded  
07/23/2010 3:38PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
RECORDING FEE \$ 117.00  
PAGE FEE \$ 4.00  
DEED DOC STAMP \$ 2,100.00  
*Althea L Pedro*  
Recorder

2,100.-

Trustee's Warranty Deed made on July 17, 2010, by and between **Richard L. Davis, Trustee of The Richard L. Davis Trust u/t/d December 24, 1999**, (hereinafter called "Grantor") and **Hisham M. Hamed**, of PO Box 3649, Kingshill, VI 00851 (hereinafter referred to as "Grantee").

**WITNESSETH:**

In consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration to him in hand paid, receipt of which is hereby acknowledged, Grantor does hereby grant, sell, and convey unto Grantee the following described real property ("Property") situate in St. Croix, U.S. Virgin Islands:

**Plot No. 100, Estate Eliza's Retreat, East End Quarter "A", consisting of 0.542 U.S. acre, more or less, as shown on OLG Drawing No. 4328, dated July 9, 1986, revised May 4, 1989;**

**TOGETHER WITH all the buildings, improvement, tenements, hereditaments and appurtenances thereunto belonging;**

**SUBJECT TO the following "Permitted Exceptions":**

1. all covenants, conditions, rights of way, easements and restrictions as of record appearing;
2. any condition which an inspection of the property or an accurate survey would disclose;
3. all applicable zoning regulations and ordinances; and
4. real property taxes for the year 2006 and all years thereafter;

**TO HAVE AND TO HOLD the said described premises unto Grantee Hisham M. Hamed, his heirs and assigns, in fee simple forever.**

Grantor further covenants that Grantor is lawfully seized of the Properties and has full right to convey the Property; that the Property is free and clear of all liens and encumbrances except the Permitted Exceptions; that Grantee shall quietly enjoy the Property; and that Grantor shall forever warrant and defend the right and title to the Property to Grantee against the lawful claims of all persons, except for claims arising under or by virtue of the Permitted Exceptions.

IN WITNESS WHEREOF, this deed has been duly executed as of the day and year first above written.

Witnesses (two required):

**The Richard L. Davis Trust u/t/d  
December 24, 1999**

*Sharon L. Davis*  
Witness

By: *Richard L. Davis*  
Richard L. Davis, Trustee

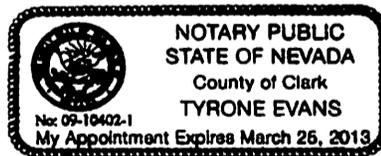
*Deborah*  
Witness

ACKNOWLEDGMENT

STATE OF Nevada )  
COUNTY OF Clark )

The foregoing Trustee's Warranty Deed was acknowledged before me on July 12<sup>th</sup>, 2010, by **Richard L. Davis, Trustee of The Richard L. Davis Trust u/t/d December 24, 1999.**

*T. Evans*  
Notary Public  
My Commission Expires: 3/25/13



CERTIFICATE OF VALUE

It is hereby certified that the value of the property described in the foregoing Deed (Plot 100 Estate Eliza's Retreat), for recording and transfer tax purposes, does not exceed the sum of **One Hundred Five Thousand Dollars (\$105,000.00)**.

For transfer stamp tax purposes only, the assessed value of the subject Property (as per the 2005 real property tax bill) is \$43,410.00.



Robert A. Waldman, Attorney at Law

CERTIFICATE OF THE PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that the description of the Property described in the foregoing Trustee's Warranty Deed has not undergone any change with regard to boundary and area according to the records of the Office of the Public Surveyor.

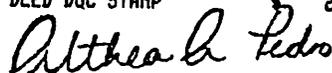
Office of the Public Surveyor  
Christiansted, St. Croix

DATED: JUL 2 1 2010

FEE: \$20<sup>w</sup>

By:   
for: Bernadette C. Williams  
Tax Assessor

Doc# 2010002863  
Book: 1241  
Pages: 330  
Filed & Recorded  
07/23/2010 3:38PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
RECORDING FEE \$ 117.00  
PER PAGE FEE \$ 4.00  
DEED DQC STAMP \$ 2,100.00

  
Recorder



**GOVERNMENT OF  
THE UNITED STATES VIRGIN ISLANDS**

**OFFICE OF THE LIEUTENANT GOVERNOR  
DIVISION OF REAL PROPERTY TAX**

**1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax  
340.773.0330**

**18 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2991 • Fax  
340.774.6953**

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**REAL PROPERTY TAX CLEARANCE LETTER**

**TO: Office of the Recorder of Deeds**

**FROM: Office of the Tax Collector**

**In accordance with Title 28, Section 121, as amended, this shall  
certify that there are no outstanding Real Property Tax obligations  
for the following:**

<b>PARCEL NUMBER</b>	<b>2-05000-0200-0G</b>
<b>LEGAL DESCRIPTION</b>	<b>100 ELIZA'S RETREAT</b>
<b>OWNER'S NAME</b>	<b>DAVIS, RICHARD L</b>

**Taxes have been researched up to and including 2005.**

---

**CERTIFIED TRUE AND CORRECT BY**

**Valencio Jackson  
Tax Collector**

**SIGNATURE**

**04/09/2010  
Date**

After Recording Return to:  
Samuel T. Grey, Esq.  
Nichols Newman Logan & Grey, P.C.  
1131 King Street  
Christiansted, St. Croix, VI 00820-4971

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

**MORTGAGE**

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated July 23, 2010, together with all Riders to this document.
- (B) "Borrower" is **HISHAM M. HAMED and HODA HAMED**. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is **BANCO POPULAR DE PUERTO RICO**, St. Croix, Virgin Islands, which is organized and existing under the laws of the Commonwealth of Puerto Rico. Lender's address is P.O. Box 224350 Christiansted, St. Croix, Virgin Islands 00822. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Hisham M. Hamed and dated July 23, 2010. The Note states that Hisham M. Hamed owes Lender **Eight Hundred Sixty-Eight Thousand Dollars and No Cents (U.S. \$868,000.00)** plus interest. Hisham M. Hamed has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2040**.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider       | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider        |
| <input type="checkbox"/> Balloon Rider               | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider         |   |

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer or magnetic tape so as to order, instruct or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.

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(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located on:

#### ST. CROIX, TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

**Plot Nos. 65 and 100** (comprising 0.833 and 0.542 U.S. acre, respectively), both of **Estate Eliza's Retreat**, East End Quarter "A", St. Croix, U.S. Virgin Islands, as more particularly shown on OLG Drawing No. 4328, dated July 9, 1986, last revised May 4, 1989,

which currently has the address of Plot Nos. 65 and 100 both of Estate Eliza's Retreat, East End Quarter "A", St. Croix, U.S. Virgin Islands ("Property Description");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following



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forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payment shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a Lender can require under RESPA. Lender

shall estimate the amount of Funds due on the basis of current data and reasonable estimate of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverage described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under

this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance process, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lenders' satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not the Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave

materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drains water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. **Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment,

precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third person, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument

is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security; Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in this case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and foreclosure and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, but not limited to, reasonable attorneys' fees and costs of court.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by any court.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses: (as to both signatures)

BORROWER:

*Samuel T. Grey*  
*Alma Gre.*

*[Signature]* (Seal)  
**HISHAM M. HAMED - Borrower**

*[Signature]* (Seal)  
**HODA HAMED - Borrower**  
By: Hisham M. Hamed, attorney in fact

\_\_\_\_\_**[Space Below This Line for Acknowledgment]**\_\_\_\_\_

TERRITORY OF THE VIRGIN ISLANDS )  
DISTRICT OF ST. CROIX ) ss: Acknowledgment

The foregoing instrument was acknowledged before me this July 23, 2010 by **HISHAM M. HAMED, Individually and as duly authorized attorney in fact for HODA HAMED.**

*Samuel T. Grey*  
Notary Public

oj/server1/STG/Banco Popular Loans/HamedHisham.mrg (fpm)

**SAMUEL T. GREY**  
Notary Public, Territory of the Virgin Islands  
No. LNP-027-09  
Qualified In Judicial District of St. Croix  
Commission Expires 08/16/2013

Doc# 2010002865  
Book: 1241  
Pages: 338  
Filed & Recorded  
07/23/2010 3:38PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
RECORDING FEE \$ 880.00  
PER PAGE FEE \$ 11.00  
ATTACHMENT FEE \$ 8.50

*Althea Pedro*  
**Recorder**

**1-4 FAMILY RIDER  
ASSIGNMENT OF RENTS**

Loan No.: 071041911016580

THIS 1-4 FAMILY RIDER is made this July 23, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Hisham M. Hamed's Note to BANCO POPULAR DE PUERTO RICO (the "Lender") of the same date and covering the Property described in the Security Instrument and located at Plot Nos. 65 and 100 both of Estate Eliza's Retreat, East End Quarter "A", St. Croix, United States Virgin Islands.

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.**

In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G. the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfer to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenants(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bond, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property with out any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

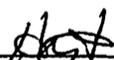
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its right under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application or Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security; Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
**HISHAM M. HAMED**

  
\_\_\_\_\_  
**HODA HAMED**  
By: Hisham M. Hamed, attorney in fact

Doc# 2010002865  
Book: 1241  
Pages: 238  
Filed & Recorded  
07/23/2010 3:38PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
RECORDING FEE \$ 880.00  
PER PAGE FEE \$ 11.00  
ATTACHMNT FEE \$ 8.50

  
**Recorder**

Doc# 2010002865

Book: 1241

Pages: 338

Filed & Recorded  
07/23/2010 3:38PM

*Althea L. Pedro*

AFFIDAVIT

ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
RECORDING FEE  
PER PAGE FEE  
ATTACHMNT FEE

Recorder

\$ 880.00  
\$ 11.00  
\$ 8.50

TERRITORY OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX

Before me, the undersigned officer, personally appeared **HISHAM M. HAMED**, who, being first duly sworn, deposed and stated as follows:

1. I am over the age of eighteen (18) years and have personal knowledge of the matters set forth herein.
2. On or about 7/22/10, 2010, **HODA HAMED** appointed me as attorney-in-fact pursuant to a Power of Attorney which is attached to this Affidavit.
3. At the time of execution of this Affidavit, I do not have actual knowledge of termination of the attached Power of Attorney by revocation, by the death, disability or incapacity of **HODA HAMED**, by lapse of time, or by any other manner.
4. I hereby warrant and certify that the attached Power of Attorney remains in full force and effect and that I remain fully authorized by **HODA HAMED** to exercise any and all powers conferred upon me thereby as attorney-in-fact.
5. I have executed this Affidavit with the intent and knowledge that **BANCO POPULAR DE PUERTO RICO** will rely on my representations set forth herein in advancing a mortgage loan to **HISHAM M. HAMED** to encumber **Plot Nos. 65 and 100 both of Estate Eliza's Retreat, East End Quarter "A", St. Croix, U.S. Virgin Islands**, and that **Chicago Title Insurance Company** and **V.I. Title And Trust Company** will rely on my representations set forth herein in providing title insurance for the mortgage.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
**HISHAM M. HAMED**

SUBSCRIBED AND SWORN TO before me  
this July 23, 2010.

  
Notary Public

**SAMUEL T. GREY**  
Notary Public, Territory of the Virgin Islands  
No. LNP-027-09  
Qualified in Judicial District of St. Croix  
Commission Expires 08/16/2013

server1/STG/Banco Popular Loans/Hamed/Hamed

**POWER OF ATTORNEY**

I, Hoda Hamed, of 6H Carlton Gardens, Frederiksted, U.S. Virgin Islands, do hereby constitute and appoint my husband, Hisham M. Hamed, with full power of substitution, as my true and lawful attorney in fact, to represent and act for me in my name, place and stead in the matters and affairs described herein.

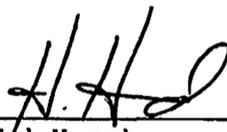
This Power of Attorney is executed for the purposes of: (1) expediting the purchase by Hisham M. Hamed of those certain Plots more fully described as Nos. 65 and 100, Estate Eliza's Retreat, East End Quarter "A", St. Croix, U. S. Virgin Islands ("Property") pursuant to the terms of those certain contracts for the purchase and sale of real property between the undersigned, as Purchaser, and The Richard L. Davis Trust, as Seller ("Contract") for the sale price of \$995,000 and \$105,000, respectively; (2) to execute and deliver any and all letters of loan commitment, disclosure documentation, financing documentation, settlement statements, mortgages, authorizations, security agreements, financing statements, and any other document deemed necessary or appropriate by my Attorney-In-Fact relating to a purchase money mortgage loan from **Banco Popular de Puerto Rico to Hisham M. Hamed** in the original principal amount of **Eight Hundred Sixty-Eight Thousand Dollars and 00/100 (868,000.00)**, secured by a mortgage encumbering the Property ("Loan"); and (3) permitting such action in my name and in my behalf with respect to such Loan and Property as fully and effectively as I might do were I present and acting, third persons being relieved of the responsibility to determine my instructions, or to require compliance therewith by my attorney in fact.

In extension and not in limitation of the powers given by other provisions of this instrument, I confer upon my attorney in fact the power to do all things deemed by my attorney in fact to be incidental to or necessary or proper to carry out the provisions and intent of this Power of Attorney and to encumber the Property as necessary for securing the Loan, including but not limited to the power to execute and deliver any and all instruments, mortgages, notes, affidavits, settlement statements, agreements, and amendments or modifications thereof, as may be necessary or advisable to consummate such Loan and purchase. The enumeration of specific powers herein shall not limit the general power and authority of my attorney in fact granted under this instrument. I do hereby ratify and confirm any and all such acts that my attorney in fact should lawfully do or cause to be done in my name, place and stead pursuant to this Power of Attorney. This instrument may be recorded in the Office of the Recorder of Deeds, Christiansted, St. Croix, U. S. Virgin Islands. This Power of Attorney shall remain in full force and effect until it is revoked in writing and such writing is recorded in the aforesaid office. This Power of Attorney shall not be affected by subsequent disability or incapacity of the undersigned, or lapse of time. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereby executed this Power of Attorney this 22<sup>nd</sup> day of July, 2010.

IN WITNESS

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Hoda Hamed

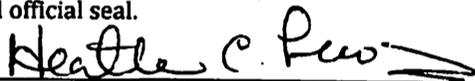
Doc# 2010002865  
Book: 1841  
Pages: 338  
Filed & Recorded  
07/23/2010 3:38PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST. CROIX  
RECORDING FEE  
PER PAGE FEE  
ATTACHMENT FEE

**ACKNOWLEDGMENT**

TERRITORY OF THE VIRGIN ISLANDS }  
JUDICIAL DIVISION OF ST. CROIX }SS

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2010 by Hoda Hamed.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARY SEAL)

  
\_\_\_\_\_

Print Name: Heather C Lewis  
Notary Serial No. NP 170-47  
Expiration: August 29, 2011

  
Recorder

**POWER OF ATTORNEY**

I, Hoda Hamed, of 6H Carlton Gardens, Frederiksted, U.S. Virgin Islands, do hereby constitute and appoint my husband, Hisham M. Hamed, with full power of substitution, as my true and lawful attorney in fact, to represent and act for me in my name, place and stead in the matters and affairs described herein.

This Power of Attorney is executed for the purposes of: (1) expediting the purchase by Hisham M. Hamed of those certain Plots more fully described as Nos. 65 and 100, Estate Eliza's Retreat, East End Quarter "A", St. Croix, U. S. Virgin Islands ("Property") pursuant to the terms of those certain contracts for the purchase and sale of real property between the undersigned, as Purchaser, and The Richard L. Davis Trust, as Seller ("Contract") for the sale price of \$995,000 and \$105,000, respectively; (2) to execute and deliver any and all letters of loan commitment, disclosure documentation, financing documentation, settlement statements, mortgages, authorizations, security agreements, financing statements, and any other document deemed necessary or appropriate by my Attorney-In-Fact relating to a purchase money mortgage loan from **Banco Popular de Puerto Rico to Hisham M. Hamed** in the original principal amount of **Eight Hundred Sixty-Eight Thousand Dollars and 00/100 (868,000.00)**, secured by a mortgage encumbering the Property ("Loan"); and (3) permitting such action in my name and in my behalf with respect to such Loan and Property as fully and effectively as I might do were I present and acting, third persons being relieved of the responsibility to determine my instructions, or to require compliance therewith by my attorney in fact.

In extension and not in limitation of the powers given by other provisions of this instrument, I confer upon my attorney in fact the power to do all things deemed by my attorney in fact to be incidental to or necessary or proper to carry out the provisions and intent of this Power of Attorney and to encumber the Property as necessary for securing the Loan, including but not limited to the power to execute and deliver any and all instruments, mortgages, notes, affidavits, settlement statements, agreements, and amendments or modifications thereof, as may be necessary or advisable to consummate such Loan and purchase. The enumeration of specific powers herein shall not limit the general power and authority of my attorney in fact granted under this instrument. I do hereby ratify and confirm any and all such acts that my attorney in fact should lawfully do or cause to be done in my name, place and stead pursuant to this Power of Attorney. This instrument may be recorded in the Office of the Recorder of Deeds, Christiansted, St. Croix, U. S. Virgin Islands. This Power of Attorney shall remain in full force and effect until it is revoked in writing and such writing is recorded in the aforesaid office. This Power of Attorney shall not be affected by subsequent disability or incapacity of the undersigned, or lapse of time. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereby executed this Power of Attorney this 22<sup>nd</sup> day of July, 2010.

IN WITNESS

[Signature]  
[Signature]

[Signature]  
 Hoda Hamed

Doc# 2010002865  
 Book: 1841  
 Pages: 338  
 Filed & Recorded  
 07/23/2010 3:38PM  
 ALTHEA PEDRO  
 RECORDER OF DEEDS  
 ST. CROIX  
 RECORDING FEE  
 PER PAGE FEE  
 ATTACHMENT FEE

**ACKNOWLEDGMENT**

TERRITORY OF THE VIRGIN ISLANDS }  
 JUDICIAL DIVISION OF ST. CROIX }SS

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2010 by Hoda Hamed.  
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARY SEAL)

[Signature]

Print Name: Heather C Lewis  
 Notary Serial No. NP 170-47  
 Expiration: August 29, 2011

Althea Pedro  
 Recorder

#53009  
164542-1  
H. Hamed

Mtg. Orig. Amt. \$868,000.00  
Mtg. Loan # 191-1016580  
Requested By: Mrs. Maria Hennemann, AVP  
Paid 09 -01-2011  
Releasing Fee: \$24.50

Doc# 2011003596  
Book: 1284  
Pages: 233  
Filed & Recorded  
09/21/2011 12:47PM  
ALTHEA PEDRO  
RECORDER OF DEEDS  
ST CROIX  
REL MTG REC \$ 217.50  
Recorder  
Althea Q Pedro

**BANCO POPULAR DE PUERTO RICO  
CHARLOTTE AMALIE BRANCH  
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that **BANCO POPULAR DE PUERTO RICO** the ("Lender") in the Mortgage given between HISHAM M. HAMED and HODA HAMED, ("Borrower") dated the 23<sup>RD</sup> day of JULY 2010, on the following described Real Property:

**PLOT NOS. 65 AND 100 (COMPRISING 0.833 AND 0.542 U. S. ACRE RESPECTIVELY), BOTH OF ESTATE ELIZA'S RETREAT, EAST END QUARTER "A" ST. CROIX, U.S. VIRGIN ISLANDS AS MORE PARTICULAR SHOWN ON OLG DRAWING NO. 4328 DATED JULY 9, 1986, LAST REVISED MAY 4, 1989.**

Recorded and entered in the Recorder's Book for the District of St. Croix, Virgin Islands, U.S.A. in Book 1241, Page 338, Doc No. 201002865 and noted in the Real Property Register \_\_, Page \_\_, on JULY 23, 2010

does hereby acknowledge that it has received from HISHAM M. HAMED and HODA HAMED, "Mortgagor"(s) name in said Mortgage, full payment and satisfaction of the same; and in consideration thereof, it does hereby cancel, release and discharge said mortgage.

WITNESS WHEREOF this Release has been executed this 12<sup>TH</sup> day of SEPTEMBER 2011.

**BANCO POPULAR DE PUERTO RICO**

WITNESSES:

Amasha Bawoy  
Shellean Martin James

BY: [Signature]  
JACQUETTE BASS, ASSISTANT VICE-PRESIDENT

ATTEST: [Signature]  
LAWRENCE TURNBULL, LENDING OFFICER

TERRITORY OF THE VIRGIN ISLANDS )  
JUDICIAL DISTRICT OF ST. CROIX ) ss:

On this 12<sup>th</sup> day of September, 2011, before me appeared JACQUETTE BASS known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument, and acknowledged the she executed the same as ASSISTANT VICE-PRESIDENT of BANCO POPULAR DE PUERTO RICO, for the purpose therein contained.

WITNESS WHEREOF, I have hereunto set my hand and official seal.

Verna M. Phillip  
NOTARY PUBLIC

Name: Verna M. Phillip  
My Commission Exp. June 22, 2015  
NP Commission # NP-044-11  
St. Thomas/St. John, USVI District

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMED HAMED, by his authorized agent WALEED HAMED,

Plaintiff,

v.

FATHI YUSUF and UNITED CORPORATION,

Defendants.

CIVIL NO. SX-12-CV-370

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

**JURY TRIAL DEMANDED**

TERRITORY OF THE VIRGIN ISLANDS )

) SS:

DISTRICT OF ST. CROIX )

**AFFIDAVIT OF HODA FATHI YUSUF HAMED**

The undersigned Affiant, Hoda Fathi Yusuf Hamed, being first duly sworn, do hereby depose and state under penalty of perjury:

1. On February 5, 2014, I learned that my husband, Hisham Hamed, posted our property at Plot 100 Eliza's Retreat as security in the above-captioned matter.

2. Hisham Hamed posted Plot 100 without my knowledge or consent

3. On or about July 1, 2011, my parents, Fathi and Fawzia Yusuf, gifted Hisham and I the sum of \$1.5 million. The gift was made as a result of Hisham Hamed's marriage to me, and the proceeds of the gift were used to pay off the mortgage from Banco Popular, which encumbered both Plots 65 and 100 and to make renovations to the marital home.

4. Hisham and I have always treated Plots 65 and 100 as one property and



were required to occupy both plots as our primary residence as a condition for receiving the loan from Banco Popular.

5. At the time I initially filed for divorce from Hisham Hamed on March 22, 2013, I advised my attorney at the time that the marital home was located on Plot 65, but I neglected to inform my counsel that Plot 100 was also part of the marital estate as Hisham Hamed possessed all of the family business records and was charged with executing the purchase of both Plots 65 and 100.

6. In the Islamic culture, it is customary for the husband to handle the family's business affairs. Therefore, I gave Hisham Hamed power of attorney to negotiate the purchase of Plots 65 and 100, and my parents gifted the funds used to purchase the marital home to Hisham Hamed for the benefit of both Hisham and myself. As a result of being far removed from the family's business affairs, I neglected to list Plot 100 as marital property when I filed my Complaint for divorce as I did not have copies of the warranty deeds, mortgage documents, or powers of attorney when I met with my counsel.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
Hoda Fathi Yusuf Hamed

SUBSCRIBED AND SWORN TO  
before me this 27<sup>th</sup> day of  
February, 2014.

\_\_\_\_\_  
Notary Public Glenda Cameron  
My Commission Expires NP 010-09  
Expiration Date: May 26, 2017



# 460  
2/22/13  
Atty Otto

Doc# 2013000952

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

HODA FATHI YUSUF HAMED,	)	
	)	SX-13-DI- <u>42</u>
Plaintiff,	)	
v.	)	ACTION FOR DIVORCE
	)	
HISHAM MOHAMMED HAMED,	)	
	)	
Defendant.	)	

NOTICE OF LIS PENDENS

TO ALL WHOM THIS MAY CONCERN:

PLEASE TAKE NOTICE that an action has been commenced, pursuant to the above caption, and it is now being litigated by Plaintiff, HODA FATHI YUSUF HAMED, against Defendant, HISHAM MOHAMMED HAMED. The object of the suit, among other things, concerns the division of the marital homstead with regard to the following described real property described as follows:

Plot No. 65, Estate Eliza's Retreat, East End Quarter "A," consisting of 0.833 U.S. acres, more or less, as more fully described on OLG Drawing No. 4328, dated July 9, 1986, revised May 4, 1989.

The Recorder of Deeds is hereby directed to note this Lis Pendens in the public records.

Respectfully submitted,



H.A. CURT OTTO, ESQUIRE  
H.A. Curt Otto, P.C.  
Counsel for Plaintiff  
1138 King Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
Phone: (340) 773-3031  
Fax: (340) 773-3950

DATED: 3/22/13

25.00  
1.00

\$ \$

*Althea A. Pedro*  
Recorder

Book: 1276  
Pages: 392  
Filed & Recorded  
03/22/2013 1:09PM  
ALTHEA A. PEDRO  
RECORDER OF DEEDS  
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392

EXHIBIT 10

# 4393  
2485336  
The Walker Legal Group

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

HODA FATHI YUSUF HAMED,

Plaintiff,

v.

HISHAM MOHAMMED HAMED,

Defendant.

CASE. NO. SX-13-DI-42

**ACTION FOR DIVORCE**

NOTICE OF LIS PENDENS

TO ALL WHOM THIS MAY CONCERN:

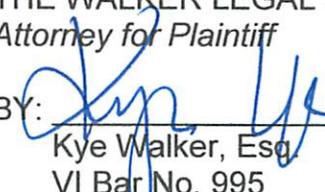
PLEASE TAKE NOTICE that an action has been commenced, pursuant to the above caption, and it is now being litigated by Plaintiff HODA FATHI YUSUF HAMED against Defendant HISHAM MOHAMMED HAMED. The object of the suit, among other things, concerns the division of the marital homestead with regard to the following described real property described as follows:

**Plot No. 100, Estate Eliza's Retreat, East End Quarter "A",** consisting of 0.542 U.S. acre, more or less, as shown on OLG Drawing No. 4328, dated July 9, 2986, revised May 4, 1989.

The Recorder of Deeds is hereby directed to note this Lis Pendens in the public records.

Respectfully Submitted,  
THE WALKER LEGAL GROUP  
Attorney for Plaintiff

DATED: February 5, 2014

BY:   
Kye Walker, Esq  
VI Bar No. 995  
2201 Church Street, Suite 16AB  
Christiansted, St. Croix  
U.S. Virgin Islands 00820-4611  
Telephone: (340) 773-0601  
Fax: (888) 231-0601  
[kye@thewalkerlegalgroup.com](mailto:kye@thewalkerlegalgroup.com)

Doc# 2014000411  
Book: 1361  
Pages: 16  
Filed & Recorded  
02/05/2014 3:16PM  
ALTHEA A. PEDRO  
RECORDER OF DEEDS  
ST. CROIX  
RECORDING FEE  
PER PAGE FEE  
\$ 25.00  
\$ 1.00

*Althea A. Pedro*  
Recorder



EXHIBIT 11