

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

MOHAMMAD 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

PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD

COMES NOW the plaintiff and hereby supplements the preliminary injunction record with the attached declaration, demonstrating that the operation of the Plaza Extra Supermarkets remains in need of injunctive relief, as the status quo continues to change and has now accelerated.

Dated: April 23, 2013



Joel H. Holt, Esq.
Counsel for Plaintiff
2132 Company Street,
Christiansted, VI 00820
holtvi@aol.com
340-773-8709

Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Est. Coakley Bay, L6
Christiansted, VI 00820
Carl@carlhartmann.com
340-642-4422

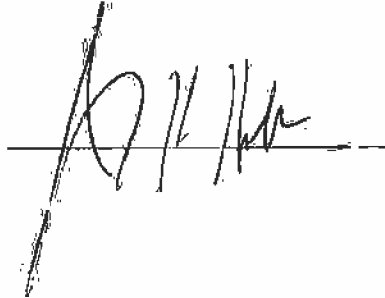
CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of April 23, 2013, I served a copy of the foregoing Reply by hand on:

Nizar A. DeWood
The DeWood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

And by email (jdiruzzo@fuerstlaw.com) and mail to:

Joseph A. DiRuzzo, III
Christopher David
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd. Fl.
Miami, FL 33131

A handwritten signature in black ink, appearing to read "Joseph A. DiRuzzo, III", is written over a horizontal line. The signature is stylized and somewhat cursive.

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

MOHAMMAD HAMED by His Authorized Agent WALEED HAMED ,)	
)	
<i>Plaintiff,</i>)	CIVIL NO. SX-12-CV- 370
v.)	
)	ACTION FOR DAMAGES
FATHI YUSUF and UNITED CORPORATION,)	INJUNCTIVE AND
)	DECLARATORY RELIEF
<i>Defendants.</i>)	
)	JURY TRIAL DEMANDED
)	

DECLARATION OF WALEED HAMAD

I, Waleed Hamed a/k/a Wally Hamed, declare, pursuant to 28 U.S.C.

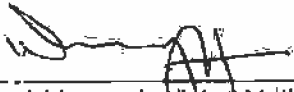
Section 1746, as follows:

1. I have personal knowledge of the facts set forth herein.
2. Despite telling this Court that the status quo will not change, late last week access to the supermarket accounts was denied to the Hamed family by the banks holding the supermarket accounts based on instructions from the defendants.
3. The banks were also instructed that the names of the Hamed family members must be removed as account signatories on these accounts, which has now been done as well.
4. This development has caused a new issue to arise between the partnership and these banks, which has not yet been resolved. See Group Exhibit A (without attachments).
5. Despite telling this Court that 50% of the profits from the Plaza Extra Supermarkets belong to my father, the defendants have now filed tax returns claiming 100% of those profits, as discussed in Group Exhibit B attached, raising a new issue with the IRB which has not been resolved.
6. The day-to-day tension at the three Plaza Extra Supermarkets remains high, with verbal and written exchanges taking place regularly between the members of the Yusuf and Hamed families, often in front of store employees.

7. The landlord, United Corporation, continues to try to interfere with the day to day operations of the Sion Farm store. See, e.g., Group Exhibit C attached.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 23, 2013



Waleed Hamed and Wally Hamed

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holtvi@aol.com

April 18, 2013

Denise Martin
ScotiaBank
c/o Sunny Isles, St. Croix 00820

Sent via email: Denise.martin@scotiabank.com
and by Hand Delivery

Dear Ms. Martin

I was retained in March of 2012 by Mohammad Hamed to deal with a proposed partnership dissolution notice he had recently received from Fathi Yusuf regarding the three Plaza Extra Supermarkets. The proposal was from Nizar DeWood, a St. Croix lawyer who represents Mr. Yusuf, with a cover letter and a draft proposal that stated in part (**Exhibit 1**):

WHEREAS, the Partners have operated the Partnership under an oral partnership Agreement since 1986.

WHEREAS, the Partnership was formed for the purposes of operating Super Markets in the District of St. Croix, and St. Thomas; and

WHEREAS, the Partners have shared profits, losses, deductions, credits, and cash of the Partnership;

WHEREAS, the Partners have certain rights and responsibilities under the Virgin Islands Revised Uniform Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

The cover letter described the partnership assets as the three Plaza Extra stores, with the draft dissolution agreement also describing the partnership assets as follows:

Section 1.1: Assets of the Partnership

1. PLAZA EXTRA EAST- Estate Sion Farm. St. Croix
2. PLAZA EXTRA WEST- Estate Grove, St. Croix (Super Market Business ONLY)
3. PLAZA EXTRA - Tutu Park. St. Thomas



The partnership described in Attorney DeWood's letter and draft dissolution agreement is not something new, as Fathi Yusuf has always acknowledged it. For example, in 2002, there was litigation in St. Thomas over the Plaza Extra Supermarket at the Tutu Mall. In that case Mr. Yusuf testified under oath about the existence of the partnership, excerpts of which are attached as **Exhibit 2**, which detail the creation and existence of the partnership. Also filed in that Court was an affidavit from Mr. Yusuf, attached as **Exhibit 3**, which stated in part as follows:

2. My brother in law, Mohamed Hamed, and I have been full partners in the Plaza Extra Supermarket since 1984 while we were obtaining financing and constructing the store, which finally opened in 1986.
3. Mohamed Hamed and I decided to open a St. Thomas Plaza Extra store and used our own capital and later obtained financing to make the store ready for opening.

The efforts to amicably resolve the partnership dissolution did not work out, so litigation was commenced by my client, Mohammad Hamed, in the Superior Court of the Virgin Islands against Fathi Yusuf and United Corporation ("United"), as United hold funds belonging to this partnership.

There is no question that my client is entitled to 50% of the profits from the Plaza Extra Supermarkets. Aside from the documents referenced above, Mr. Yusuf's lawyers have admitted this fact. For example, in one Rule 12 pleading, Mr. Yusuf's and United's lawyers stated (excerpt attached as **Exhibit 4**):

In 1986, due to financial constraints, **Defendant Yusuf and Plaintiff Hamed entered into an oral joint venture agreement.** The agreement called for Plaintiff Hamed to receive fifty percent (50%) of the net profits of the operations of the Plaza Extra supermarkets....Plaintiff Hamed received 50% of the net profits thereafter. (Emphasis added).

This judicial admission was then repeated by Mr. Yusuf's and United's counsel in another pleading (excerpt attached as **Exhibit 5**):

There is no disagreement that Mr. Hamed is entitled to fifty percent (50%) of the profits of the operation of Plaza Extra Store. . . . The issue is not whether Plaintiff Hamed is entitled to 50% of the profits. He is.

Notwithstanding this fact, the bank accounts for this partnership have always been placed in the name of United Corporation. As Yusuf explained in an interrogatory response in the 2002 litigation in St. Thomas (excerpt attached as **Exhibit 6**):

By the time Plaza Extra opened in 1986, Mohamed Hamed and Defendant Yusuf were the only partners. **These partners operated Plaza Extra under the corporate name of United Corp.,**(Emphasis added.)

This sworn interrogatory response was consistent with his sworn deposition testimony in that case as well (**Exhibit 2** at pp. 23-24):

But I want you please to be aware that my partner's with me since 1984, and up to now his name is not in my corporation. And that -- excuse me and that prove my honesty. Because if I was not honest, my brother-in-law will not let me control his 50 percent. And I know very well, my wife knows, my children knows, that **whatever Plaza Extra owns in assets, in receivable or payable, we have a 50 percent partner.** (Emphasis added).

As such, while Mohammad Hamed's name is not on any of the bank accounts opened at your bank and currently used by Plaza Extra to operate the Plaza Extra Supermarkets, my client has a 50% interest in those funds.

This situation was not an immediate concern to me until I learned today that the authorized signatures on the account were just changed without my knowledge or approval, even though it is undisputed that I am a partner in this business. Thus, unless these persons are placed back on the account, you are not authorized to release my 50% interest in any of those accounts, which include the following account numbers:

St. Thomas Plaza Extra Store:

Operating Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Payroll Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Telecheck Acct:	04xxxxxxxx	Bank of Nova Scotia (BNS)

St. Croix Plaza Extra – WEST

TeleCheck Acct:	05xxxxxxxxxx	Bank of Nova Scotia (BNS)
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St. Croix Plaza Extra – EAST

Telecheck Acct:	58xxxxxxxxxx	Bank of Nova Scotia (BNS)
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If you need the full number of these accounts, please let me know

I should note that United Corporation is the landlord for Plaza Extra East, as United owns the shopping center at Sion Farm and rents the supermarket space to Plaza Extra (see **Exhibit 7**), so Mohammad Hamed has no claim to any funds in any bank accounts for the shopping center itself that you may be holding.

If you have any questions, please let me know as well.

Cordially,



Joel H. Holt

JHH/jf

Enclosure

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holtvi@aol.com

April 18, 2013

Roberto Rivera Vasquez
Antolin Velasco Velez
Banco Popular
c/o Sunny Isle, St. Croix VI

Sent: via email: robrivera@bppr.com and avelasco@bppr.com
and Hand Delivered

Dear Sirs:

I was retained in March of 2012 by Mohammad Hamed to deal with a proposed partnership dissolution notice he had recently received from Fathi Yusuf regarding the three Plaza Extra Supermarkets. The proposal was from Nizar DeWood, a St. Croix lawyer who represents Mr. Yusuf, with a cover letter and a draft proposal that stated in part (**Exhibit 1**):

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WHEREAS, the Partners have shared profits, losses, deductions, credits, and cash of the Partnership;

WHEREAS, the Partners have certain rights and responsibilities under the Virgin Islands Revised Uniform Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

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2. My brother in law, Mohamed Hamed, and I have been full partners in the Plaza Extra Supermarket since 1984 while we were obtaining financing and constructing the store, which finally opened in 1986.
3. Mohamed Hamed and I decided to open a St. Thomas Plaza Extra store and used our own capital and later obtained financing to make the store ready for opening.

The efforts to amicably resolve the partnership dissolution did not work out, so litigation was commenced by my client, Mohammad Hamed, in the Superior Court of the Virgin Islands against Fathi Yusuf and United Corporation ("United"), as United hold funds belonging to this partnership.

There is no question that my client is entitled to 50% of the profits from the Plaza Extra Supermarkets. Aside from the documents referenced above, Mr. Yusuf's lawyers have admitted this fact. For example, in one Rule 12 pleading, Mr. Yusuf's and United's lawyers stated (excerpt attached as **Exhibit 4**):

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This judicial admission was then repeated by Mr. Yusuf's and United's counsel in another pleading (excerpt attached as **Exhibit 5**):

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By the time Plaza Extra opened in 1986, Mohamed Hamed and Defendant Yusuf were the only partners. **These partners operated Plaza Extra under the corporate name of United Corp.,**(Emphasis added.)

This sworn interrogatory response was consistent with his sworn deposition testimony in that case as well (**Exhibit 2** at pp. 23-24):

But I want you please to be aware that my partner's with me since 1984, and up to now his name is not in my corporation. And that -- excuse me and that prove my honesty. Because if I was not honest, my brother-in-law will not let me control his 50 percent. And I know very well, my wife knows, my children knows, that **whatever Plaza Extra owns in assets, in receivable or payable, we have a 50 percent partner.** (Emphasis added).

As such, while Mohammad Hamed's name is not on any of the bank accounts opened at your bank and currently used to operate the Plaza Extra Supermarkets, my client has a 50% interest in those funds.

This situation was not an immediate concern to me until I learned today that the authorized signatures on the account were just changed without my knowledge or approval, even though it is undisputed that I am a partner in this business. Thus, unless these persons are placed back on the account, you are not authorized to release my 50% interest in any of those accounts, which include the following account numbers:

St. Thomas Plaza Extra Store:

Credit Card Acct: 1xxxxxxx Banco Popular

St. Croix Plaza Extra – WEST

Operating Acct: 19xxxxxx Banco Popular

Credit Card Acct: 19xxxxxx Banco Popular

St. Croix Plaza Extra – EAST

Operating Acct: 19xxxxxx Banco Popular

Credit Card Acct: 19xxxxxx Banco Popular

Mohammad Hamed also has an interest in the securities accounts held by the bank as well, which are as follows:

Popular Securities

PSx-xxxx22

PSx-xxxx63

PSx-xxxx60

PSx-xxxx79

PSx-xxxx01

PSx-xxxx10

PSx-xxxx28

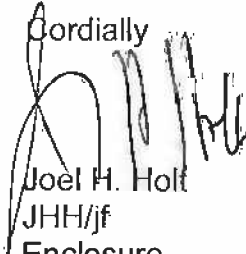
PSx-xxxx36

Please make sure you have Mohammad Hamed's permission before dispersing anything from this fund as well.

If you need the full number of these accounts, please let me know. I should note that United Corporation is the landlord for Plaza Extra East, as United owns the shopping center at Sion Farm and rents the supermarket space to Plaza Extra (see **Exhibit 7**), so Mohammad Hamed has no claim to any funds in any bank accounts for the shopping center itself that you may have.

If you have any questions, please let me know as well.

Cordially



Joel H. Holt

JHH/jf

Enclosure

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holtv@uoi.com

March 14, 2013

Joseph A. DiRuzzo, III
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd. Fl.
Miami, FL 33131

Nizar A. DeWood
The Dewood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

Re: Plaza Extra

By Email and Mail

Dear Counsel:

As you have stated on numerous occasions, the Plea Agreement in the criminal case requires United Corporation ("United") to file "true and accurate" tax returns for each year since the indictment was filed. I have recently been provided documents stating that United has now filed these tax returns. I have also seen pleadings filed in the District Court of the Virgin Islands signed by you stating that in doing so, United has complied with its obligation under the Plea Agreement to file "true and accurate" tax returns.

However, if United has included 100% of the income from the Plaza Extra Supermarkets as part of its stated income on these tax returns, then these filings cannot be "true and accurate" tax returns based on your own statements made in writing to the District Court and Superior Court of the Virgin Islands.

In this regard, on November 5, 2012, United (and Fathi Yusuf) filed a pleading in the District Court of the Virgin Islands under Mr. DeWood's signature in Hamed v United and Yusuf District Court No. 1:12-cv-099, stating on page 3 of the defendants' memorandum in support of your Rule 12 motion (ECF # 29):

In 1986, due to financial constraints, **Defendant Yusuf and Plaintiff Hamed entered into an oral joint venture agreement.** The agreement called for Plaintiff Hamed to receive fifty percent (50%) of the net profits of the operations of the Plaza Extra supermarkets.... (Emphasis added.)



Of course, Mr. DiRuzzo and his firm were co-counsel of record for United when this pleading was filed.

In the December 13th reply memorandum regarding this same motion, again filed under Mr. DeWood's signature after the case had been remanded to the Superior Court from the District Court, United clearly stated clearly on page 11 as follows:

There is no disagreement that Mr. Hamed is entitled to fifty percent (50%) of the profits of the operation of Plaza Extra Store.

Again, Mr. DiRuzzo and his firm were co-counsel of record for United when this pleading was filed.

In short, those judicial statements were made in both the District Court and the Superior Court of the Virgin Islands.

In light of the judicial statements filed by you on behalf of United in both the U.S. District Court and the Superior Court of the Virgin Islands, under the applicable rules of professional conduct, you cannot now assert that the tax returns filed by United are "true and accurate" if they include my client's portion of the profits as part of United's profits.

Indeed, even if you disagree with the assertion that Mohammed Hamed and Fathi Yusuf have a partnership that shares the Plaza Extra profits, the current filings are still not "true and accurate" returns under your version of that relationship. In this regard, when I asked your current comptroller about this situation at the January 31st hearing, he stated that United would have to issue a 1099 to Mr. Hamed for his share of the profits, which would then be deducted from United's net profits before returns are filed. As Mr. Hamed has not received such a 1099, the returns as filed cannot be "true and accurate" under any scenario you believe exists.


This issue is not new to either of you, as I have written to you both about it on several occasions. However, now that you are asserting that "true and accurate" returns have been filed by your client, when you know your client has submitted returns that are contrary to representations you have made to the Court about the profits of Plaza Extra, I cannot allow you to continue to engage in such conduct any longer since I am an officer of the Court, as are you.

However, before proceeding further, I would like to provide you with an opportunity to explain to me why I am incorrect in my perception about this issue, as perhaps I am overlooking something. If I do not hear from you by March 19th, I will assume that you do not intend to reply and will proceed accordingly.

I am only sending this letter to the two of you, as it is my understanding that it is just the two of you who are handling the criminal matter where these improper statements are

being made. If another lawyer has been admitted in that case on behalf of United, please let me know, as I want to make sure all counsel of record for United in that case get a copy of this letter.

Yours,



Joel H. Holt

JH/hjt

Enclosure



Joseph A. DiRuzzo, III, Esq., CPA
305.350.5690
jdiruzzo@fuerstlaw.com

March 19, 2013

Via USPS and email: holtvi@aol.com

Joel H. Holt, Esq.
2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands, 00820

Re: United States, et al. v. United Corp.; 1:05-cr-15 (D.V.I.)

Dear Mr. Holt,

I am in receipt of your correspondence dated March 14, 2013, and this is our response thereto.

You represent Mohammad Hamed, not a criminal defendant in the above-referenced case. Your client has no standing in respect to the plea agreement between the Government and the criminal defendants. If your client really believes that he is entitled to 50% of the profits of Plaza Extra, then he should have been reporting on his tax returns that he was liable for the tax on those profits. Your client either does not have the bona fide belief that he is entitled to 50% of the profits, or that notwithstanding his bona fide belief, he failed to report and pay tax on thereon.

Second, in respect to your claims, our position as to the facts were entered into the record via sworn testimony and exhibits before Judge Brady, is set forth in detail in both the Memorandum of Law in Support and the Proposed Findings of Fact and Conclusions of Law Regarding TRO/Preliminary Injunction Application.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'JD', is written over a horizontal line.

Joseph A. DiRuzzo, III

JAD/

cc: United Corp.
N. DeWood, Esq.

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holjih@aol.com

April 12, 2013

Joseph A. DiRuzzo, III
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd. Fl.
Miami, FL 33131

Nizar A. DeWood
The Dewood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

By Email and Mail

Re: Plaza Extra

Dear Counsel:

In response to the March 19th letter sent by Attorney DiRuzzo, which indicates it was sent on behalf of Attorney DeWood as well (please correct me if I am mistaken on this point), Mohammed Hamed has asserted his right to 50% of the profits from the Plaza Extra Supermarkets in the Superior Court litigation, which he testified to under oath. Of course you are fully aware of this fact, so your suggestion that my client does not really believe he is entitled to these profits is absurd.

Moreover, all of the taxes owed on the profits from the Plaza Extra Supermarket have been paid in full, as you know, except for any amount that may still be due for the years 2002 to 2010, which funds are frozen by the TRO in the criminal case. Again, you are fully aware of this fact as well, so your suggestion that the taxes owed on profits due my client have not been paid is incorrect as well.

Since United Corporation has now apparently submitted tax returns claiming that 100% of the profits from the Plaza Extra Supermarkets belong to it and its Sub-S shareholders, my client will correct this false reporting by filing the appropriate tax returns reporting 50% of these net profits as his income.

I attempted to have you both avoid a situation that would place your clients in the position of having filed fraudulent tax returns by pointing out in my March 14th letter the

representations you both made in pleadings filed in the Superior Court (stating that my client is entitled to 50% of the profits from the Plaza Extra Supermarkets). Those judicial statements directly contradict what your client has now apparently told the IRB in its 2002 to 2010 tax filings. I do not understand why you would allow your client to file tax returns that are contrary to judicial statements made you and your clients. I also do not understand how you can represent to the District Court that your clients have now filed accurate tax returns with the IRB.

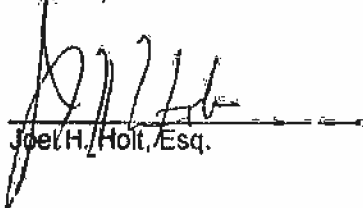
I had hoped to avoid reaching this point, which is why I sent numerous letters about this matter reminding you of the statements that you and your clients have made to both the District Court and the Superior Court of the Virgin Islands. Indeed, the IRB only required accurate returns to be filed, which provided our respective clients with an opportunity to completely clean up the tax issues related to United and the Plaza Extra Supermarkets.

Mr. Hamed had always intended to bring his tax filings current (as he has filed in the past contrary to your suggestion that he has not) once the criminal case reached the point where the filing of the tax returns could be done by all parties. However, as United Corporation chose to proceed without doing so in conjunction with Mr. Hamed, I see no alternative at this time but for Mr. Hamed to proceed with bringing his own tax filings current.

As noted, those filings will be consistent with what he and you have represented to the courts, showing that 50% of the net profits from the Plaza Extra Supermarkets are his income, not United's or its shareholders. Perhaps you should consider having your clients file amended returns now as well to correct their incorrect filings.

Please let me know if you have any questions or have any clarifications you would like to make.

Yours,



Joel H. Holt, Esq.

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holtvi@aol.com

April 22, 2013

Joseph A. DiRuzzo, III
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd. Fl.
Miami, FL 33131

Nizar A. DeWood
The Dewood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

By Email and Mail

Re: Plaza Extra

Dear Counsel:

Carl and I tried to contact you both last Wednesday regarding several matters. One item involved the attached letter hand delivered to Mafi Hamed by the Yusufs on April 17th.

While I do not know whether you were consulted before it was sent, please remind your clients that United Corporation is the landlord for the Plaza East store at Sion Farm, as they should know since they send rent notices monthly (seeking an amount of rent never agreed to).

Please advise them that any interference by United with the operation of the tenant's business is an actionable tort. In short, please make sure the landlord does not interfere with the operation of the Plaza Extra Supermarket at Sion Farm.

Yours,



Joel H. Holt





BY HAND DELIVERY

April 17, 2013

**Mufeed Hamed
c/o Plaza Extra Supermarket
4C & 4D Estate Sion Farm
Christiansted, V.I. 00820**

Re: Warning Letter

Mufeed Hamed,

This letter is to warn you about your behavior on several matters that have recently caused serious problems at the Plaza Extra Supermarket Store in Estate Sion Farm, V.I.

I. Firearms & Ammunition

Your desk contains numerous shotgun shells, rifle cartridges, as well as other firearm ammunitions. This is highly unacceptable, and has raised serious fire safety concerns according to the recent fire inspection. In addition, you have put these ammunitions in open view in a highly intimidating manner. I do not have to tell you that these ammunitions could possibly fall in the hands of individuals who are not authorized to possess ammunition and could subject United Corporation to liability. Accordingly, you are asked to remove all ammunition from the premises.

II. Employee Raed Hamed's Insubordination & Termination

You have deliberately instructed your son Raed Hamed not to follow the instructions of manager Yusuf Yusuf. This will not be tolerated. The fact that he is your minor son does not give you authority to tell your son not to follow the repeated instructions of manager Yusuf Yusuf. Because of Raed Hamed's insubordination and confrontational attitude with Yusuf Yusuf, your son was terminated.

Despite your full knowledge of your son's employment termination, you have gone back and placed him on the company's payroll without my authorization. Let me be clear, Raed Hamed is terminated and is not to re-enter the store to work. Should you attempt or instruct anyone else to reinstate Raed Hamed, your employment will be terminated immediately.

III. Unauthorized Office Partition construction.

Apparently, you have also decided to construct office partitions for yourself without the approval of any of United Corporation's officers, or your colleague Yusuf Yusuf. You constructed the first office partition downstairs, and then proceeded to move ahead with plans to construct another partition upstairs. This insubordinate behavior is designed to instigate and cause friction with other employees and officers of United Corporation. What is more disturbing is the fact that these partitions are designed to interfere with the management operations of Plaza Extra's Sion Farm Store.

IV. Wadda Charriez

As a courtesy, we have given you over four (4) months to review employee Charriez's false time entries, and to give you a chance to comment on our decision to terminate her for theft. In the spirit of cooperation, we have been awaiting your review of her false time records. To date, Ms. Charriez remains employed despite over \$10,000 dollars in losses United Corporation suffered because of her theft.

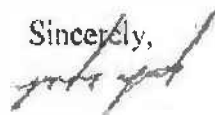
This will not be tolerated for Ms. Charriez or any other employee. Should you have any proof that Ms. Charriez did not engage in reporting false hours, please provide me in writing your basis for keeping Ms. Charriez as employee of United Corporation.

In summary:

- 1) The ammunition must be removed by close of business Friday, April 19th, 2013.
- 2) You are not to unilaterally reinstate your son Raed Hamed, without my written authorization.
- 3) You are to cease any plans for constructing any office partition upstairs, and provide me with a plan to remove the unauthorized partition downstairs by April 25th, 2013, and
- 4) You are to provide in writing why Wadda Charriez should not be terminated by April 25th, 2013 for her theft.

I look forward to full compliance with these issues.

Sincerely,



Maher Yusuf
President of United Corporation

PLAZA EXTRA

P.O. BOX 3649, KINGSHILL
ST. CROIX, U.S. VIRGIN ISLANDS 00851

*Hand Delivery
Mufoed Hammed*

PLAZA EXTRA

PHONE: 809-778-6240
FAX: 809-778-1200

P.O. BOX 763, CHRISTIANSTED
ST. CROIX, U.S. VIRGIN ISLANDS 00821

To: Yusuf Yusuf
From: Mufeed Hamed
Date: April 21, 2013

I was handed the attached letter dated April 17, 2013, signed by Maher Yusef in his role as the President of United Corporation. I work for the partnership between my father and Fathi Yusuf, which you know. You and I manage the Plaza Extra store at Sion Farm, so we do not report to Maher, who is the co-manager of the Plaza West store with my brother, Hisham. Since you were present when the letter was handed to me, I will respond to you regarding the four items as follows:

I. Ammunition

Regarding the ammunition mentioned in the letter, that ammunition was purchased by the Yusufs, but I collected and stored it, as it had been left throughout the office. I agree it should be removed. Please do so.

II. Raed Hamed

As for my son, Raed Hamed, your family has harassed my 16 year old son since the filing of the TRO motion. My son has done nothing wrong.

As you know, Employee Hand Book Rule 26 provides: If you feel that your supervisor is harassing you and it hampers the performance of your job, you must report it to the general manager. If the general manager cannot help you, then you should make an appointment to see the owner.

My son reported that you and your family were harassing him months ago (including one of your family member telling him the Hamed family was "stupid" and "they are wrong"). It is amazing you cannot control your family to keep our minor children out of our current dispute. In any event, based on his report to me that he was being harassed by you, I gave him the directives that he is now following.

As for your statement that "Despite your full knowledge of your son's employment termination, you have gone back and placed him on the company's payroll without my authorization," you know full well that the issue of who controls such decisions is before Judge Brady. Indeed, your lawyers have told the Judge that

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~~the status quo will not be changed while the Court addresses this issue. Should you continue to act unilaterally in such a matter -- regarding my son or any other family member, I will ask our lawyers to immediately seek the Court's assistance.~~

PHONE: 809-778-8240
FAX: 809-778-1200

P.O. BOX 762, CHRISTIANSTED
ST. CROIX, U.S. VIRGIN ISLANDS 00821

III. Partition

It is curious that United Corporation complains about these partitions, as United Corporation is the landlord for the store, not the owner. As the rent notices indicate, this store is owned by the partnership between my father and your father. When does a landlord tell a tenant what to do or not do in the tenant's business?

In any event, the referenced partitions are the result of complaints by other employees (a copy of one such complaint is attached) and my own need for privacy, as you know.

IV. Wadda Charriez

As for Wadda Charriez, I have not yet finished reviewing what you finally gave me after weeks of asking for the information you believe supports the action you have suggested. From what I have reviewed to date, it does not support your claims. When I am finished, I will meet with you, but I have instructed Wadda not to leave work even if you tell her she is discharged. As for the four hours she admitted to mistakenly reporting on Thanksgiving, that total comes to \$36.00. Enclosed is half of that amount, which represents the 50% loss to you father's interest in the partnership, as my father's 50% interest believes Wadda Charriez is worth what she has been paid without picking on her for this mistake.

Truly,



Mufeed Hamed



BY HAND DELIVERY

April 17, 2013

Mufeed Hamed
c/o Plaza Extra Supermarket
4C & 4D Estate Sion Farm
Christiansted, V.I. 00820

Re: Warning Letter

Mufeed Hamed,

This letter is to warn you about your behavior on several matters that have recently caused serious problems at the Plaza Extra Supermarket Store in Estate Sion Farm, V.I.

I. Firearms & Ammunition

Your desk contains numerous shotgun shells, rifle cartridges, as well as other firearm ammunitions. This is highly unacceptable, and has raised serious fire safety concerns according to the recent fire inspection. In addition, you have put these ammunitions in open view in a highly intimidating manner. I do not have to tell you that these ammunitions could possibly fall in the hands of individuals who are not authorized to possess ammunition and could subject United Corporation to liability. Accordingly, you are asked to remove all ammunition from the premises.

II. Employee Raed Hamed's Insubordination & Termination

You have deliberately instructed your son Raed Hamed not to follow the instructions of manager Yusuf Yusuf. This will not be tolerated. The fact that he is your minor son does not give you authority to tell your son not to follow the repeated instructions of manager Yusuf Yusuf. Because of Raed Hamed's insubordination and confrontational attitude with Yusuf Yusuf, your son was terminated.

Despite your full knowledge of your son's employment termination, you have gone back and placed him on the company's payroll without my authorization. Let me be clear, Raed Hamed is terminated and is not to re-enter the store to work. Should you attempt or instruct anyone else to reinstate Raed Hamed, your employment will be terminated immediately.

III. Unauthorized Office Partition construction.

Apparently, you have also decided to construct office partitions for yourself without the approval of any of United Corporation's officers, or your colleague Yusuf Yusuf. You constructed the first office partition downstairs, and then proceeded to move ahead with plans to construct another partition upstairs. This insubordinate behavior is designed to instigate and cause friction with other employees and officers of United Corporation. What is more disturbing is the fact that these partitions are designed to interfere with the management operations of Plaza Extra's Sion Farm Store.

IV. Wadda Charriez

As a courtesy, we have given you over four (4) months to review employee Charriez's false - time entries, and to give you a chance to comment on our decision to terminate her for theft. In the spirit of cooperation, we have been awaiting your review of her false time records. To date, Ms. Charriez remains employed despite over \$10,000 dollars in losses United Corporation suffered because of her theft.

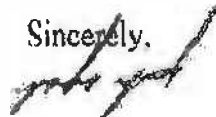
This will not be tolerated for Ms. Charriez or any other employee. Should you have any proof that Ms. Charriez did not engage in reporting false hours, please provide me in writing your basis for keeping Ms. Charriez as employee of United Corporation.

In summary:

- 1) The ammunition must be removed by close of business Friday, April 19th, 2013.
- 2) You are not to unilaterally reinstate your son Raed Hamed, without my written authorization.
- 3) You are to cease any plans for constructing any office partition upstairs, and provide me with a plan to remove the unauthorized partition downstairs by April 25th, 2013, and
- 4) You are to provide in writing why Wadda Charriez should not be terminated by April 25th, 2013 for her theft.

I look forward to full compliance with these issues.

Sincerely,



Maher Yusuf
President of United Corporation

This is a formal letter informing you that I would like more privacy in order to perform my duties.

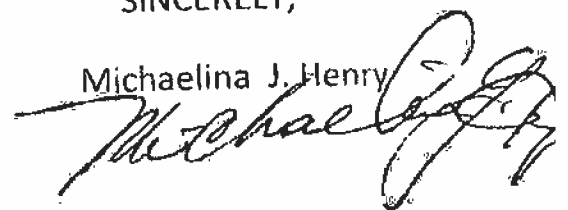
The area that I now operate in has no privacy whatsoever. Due to the fact that merchandisers and employees walk in and out as they please, also the fact that I have to work in a room that has human leaks is unacceptable.

Example: On Monday July 16, 2012, an employee left the store without punching out, but when I was called on the phone concerning the employee the employee happened to walk ^{by}at in the same time and stated that he was here. The employee stated that he had punched out, which he usually does. After pulling his time sheet, the employee stated that he forgot to punch out. Someone from the Computer Room had texted that employee and told him that they were inquiring about him.

Please take this into consideration and do not let my request be in vain.

SINCERELY,

Michaelina J. Henry

A handwritten signature in black ink that reads "Michaelina J. Henry". The signature is written in a cursive style with a large, stylized initial "M".

PLAZA EXTRA

P.O. BOX 763, CHRISTIANSTED
ST. CROIX, U.S. VIRGIN ISLANDS 00821

Hand Deliver:



