

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

MOHAMMED HAMED,)	Case No. SX-12-CV-370
)	
)	
Plaintiff,)	
vs.)	JURY TRIAL DEMANDED
)	
FATHI YUSUF and)	
UNITED CORPORATION,)	
)	
Defendants.)	
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**PLAINTIFF HAMED'S RESPONSE TO
DEFENDANT UNITED CORPORATION'S
FIRST SET OF INTERROGATORIES TO PLAINTIFF MOHAMMED HAMED**

Plaintiff Hamed by and through its undersigned counsel, pursuant to Fed. R. Civ. P. 33 and 34, hereby propounds and serves the following written responses to Interrogatories.

INTERROGATORIES

1. Identify each person who assisted in answering these interrogatories, the accompanying requests for admission, or who provided documents in response to the accompanying requests for production, or provided any information whatsoever to assist with preparing your responses to the interrogatories, requests for admission and/or requests for production.

Object as far as this seeks privileged communications with my counsel. My son Mufeed ("Mafi") Hamed helped me in understanding the English by translating the questions into Arabic. My son Waleed ("Wally") Hamed helped with all answers involving questions about events after 1997.

2. Please identify your relationship with Defendant Fathi Yusuf. Include in your response the length of time you have been associated with Fathi Yusuf, in what capacities, and what your present duties and responsibilities include and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Plaintiff objects to this overly broad interrogatory, which includes vague terms, as well calling for information that has no relevance to this case and is not likely to lead to discoverable information.

Subject to these objections, my relationship with Fathi Yusuf began long ago when we were children in Palestine, where we grew up living next to each other. In 1973, I moved to the U.S. Virgin Islands with my family. Yusuf is my brother-in-law. However, the events leading up to my moving to St. Croix are irrelevant, so I will not dwell on this part of our relationship further.

As this question relates to the Plaza Extra Supermarkets, including the length of time of this relationship, my duties and responsibilities, some preliminary information is in order first about my initial work on St. Croix.

When I arrived here I was initially a salesman, selling merchandise door-to-door. After I had saved some money, I opened a grocery store in Estate Carlton. I eventually opened a second grocery store in Glynn.

Sometime around 1979, Yusuf started to build a shopping center at Estate Sion Farm, St. Croix, in which he wanted to have a supermarket. Yusuf encountered financial difficulty in completing construction of the shopping center and opening the supermarket, telling me "I owe the people money, I have to pay tomorrow and I don't have it."

Because of Yusuf's financial difficulties, I provided Yusuf with all of my life savings to allow him to complete the shopping center and open the supermarket. Yusuf testified in his 2000 deposition as follows:

When I was in the financial difficulty, when I was in financial difficulty, my brother-in-law, he knew. I shouldn't – he started to bring me money. Okay? He own a grocery, Mohammed Hamed, while I was building, and he have some cash. He knew I'm tight. He started bring me money. Bring me I think 5,000, 10,000. I took it. After that I say, Look we Family, we want to stay family. I can't take no money from you because I don't see how I could pay you back. So he insisted, Take the money. If you can afford to, maybe pay me. And if you can't, forget about it. Okay. He kept giving me. I tell him, Under this condition I will

take it. I will take it. He kept giving me until \$200,000. Every dollar he make profit, he give it to me.

Yusuf was out of money and had no prior experience in the supermarket business. Despite the risk, I agreed to help because he was family.

Yusuf told me that he wanted me to be a partner in the Plaza Extra partnership, but that I would have to sell my two grocery stores and only work with Plaza Extra, which I did.

I gave the money from the sale of these two stores to Yusuf as his partner in the Plaza Extra supermarket and we would stay partners until we "winning or loss".

So I became a partner with Yusuf, along with Yusuf's two nephews in the Plaza Extra supermarket partnership. Yusuf correctly summarized what happened in his deposition testimony:

I [Yusuf] say, Brother-in-law [me], you want to be a partner too? He said, Why not? You know, as a family, we sit down. Says, How much more can you raise. Say, I could raise 200,000 more. I said, Okay. Sell your grocery. I'll take the two hundred, four hundred. You will become 25 percent partner. So we end up I'm 25 percent, my two nephew 25 each, and my brother-in-law, Mohammad Hamed, 25 percent. I don't recall the year, could be '83 or '84, but at least thanks God in the year that Sunshine Supermarket opened, because his supermarket is the one who carries these two young men and my brother to go into supermarket with me. So I have their money, I finish the building.

When the building was finished, the partnership sought a loan to begin operations, but the loan application was denied, causing the two nephews that were partners to request the return of their funds and to leave the partnership. As Yusuf noted in his deposition:

Then, but when I been denied [for loans], I have to tell my partner [me] what's going on. I been entrusted to handle the job perfect, and I am obligated to report to my partner to anything that happened. I told my nephews and I told my partner, Hey, I can't get a loan, but I'm not giving up. So two, three days later my two nephews split, say, We don't want to be with you no more, and we want our money. I say I don't have no money to pay you. . . .We come to an agreement, I pay them 12 percent on their money, and 150,000 default because I don't fulfill my commitment.

Yusuf offered to repay my \$400,000 investment and have me leave the partnership, as noted in his deposition:

We wait until my partner, which is my brother [me], came. He's an older man. And we came up to Mr. Mohammed Hamed, I say, You want to follow them? He say, Yeah, I will follow them, but do you have any money to give? I say, Look, Mr. Hamed, you know I don't have no money. It's in the building, and I put down payment in the refrigeration. But if you want to follow them, if you don't feel I'm

doing the best I can, if you want to follow them, you're free to follow them. I'll pay you the same penalty, 75,000. I will give you 12 percent on your 400,000.

But Yusuf could not have bought me out then -- besides, he needed my help in the supermarkets and he was family -- so I agreed to stay as a partner with Yusuf, a fact Yusuf has acknowledged to me both the and later:

He [me] says, Hey. If you [Yusuf] don't have no money, it's no use for me to split. I'm going to stay with you.

All right. I say, Okay. You want to stay with me, fine.

And my partner only put in \$400,000. That's all he put in, and he will own the supermarket. I have no problem. . . .

They say, Mr. Yusuf, we knows each other. I trust you. I keep going. Okay. Now, I told him about the two partner left, Mr. Hamed. You know, these two guys, they left, my two nephew, they was your partner and my partner. I give you a choice. If you pay penalty with me and pay the interest with me, whatever they left is for me and you. But if I must pay them the one-fifty penalty and pay them 12 percent, then Plaza Extra Supermarket will stay three-quarter for Yusuf and only one-quarter for you.

He says, Do whatever you think is right. I tell him, You want my advice? I be honest with you. You better off take 50 percent. So he took the 50 percent." (Emphasis added).

Yusuf repeated this history of the partnership's formation in verified interrogatory answers filed in the *Idheileh* Case, stating in part in a verified response to interrogatories #2 and #6:

Mohamed Hamed is a partner in Plaza Extra Supermarkets and has been since the mid-1980's. . . .with respect to Plaza Extra, the original partners were Khalid Ali, Isam Yusuf, Mohamed Hamed, and Defendant Yusuf. By the time Plaza Extra opened in 1986, Mohamed Hamed and Defendant Yusuf were the only partners.

As a partner in the Plaza Extra Supermarkets, I was entitled to and have received 50 percent of the profits but was also fully liable for 50% of all payables, as well as being exposed to the loss of my initial partnership contribution.

Yusuf has acknowledged this fact under oath:

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. . . .But due to my honesty . . . my partner, he never have it in writing from me.

Yusuf and I agreed the partnership term would last as long as we had the money to stay in business. (Q: How long is your partnership with Mr. Yusuf supposed to last? When does it end? A: Forever. We start with Mr. Yusuf with the supermarket and we make money. He make money and I make money, we stay together forever.)(*"I'm obligated to be your partner as long as you want me to be your partner until we lose \$800,000"*).

Yusuf always stated to other people that I was his partner. In 2000, he again stated that even before the supermarket, Plaza Extra, opened:

Every single Arab in the Virgin Islands knew that Mr. Mohammed Hamed is my partner, way before Plaza Extra was opened.

We (our partnership) opened a second Plaza Extra Supermarket in St. Thomas in 1992-93 with a third person. Litigation subsequently ensued with this third person in the St. Thomas Superior Court, in *Idheileh v United and Yusuf*, STT Superior Court No. 156/1997.

In that litigation, Yusuf signed an affidavit stating in ¶¶ 2-5, and 7 as follows:

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.

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.

Mohamed Hamed gave his eldest son, Waleed (a/k/a Wally), power of attorney to manage his interests for the family.

We negotiated a lease for the St. Thomas store with Tutu Park Ltd. and executed the agreement on May 30, 1991.

Hamed did not want a third partner, but I convinced him that Ahmad could run the store and would protect all of our investments.

In short, Yusuf and I agreed that Waleed Hamed a/k/a Wally Hamed, would act on my behalf as to my day-to day partnership rights and obligations pursuant to a power of attorney. I did not end my oversight of major partnership issues -- just the daily operations. For instance I was still consulted on the opening of the St. Thomas and West stores, as well as the rent issues surrounding East.

The opening of the St. Thomas store caused a strain on the business, as noted by United and Yusuf in their summary judgment pleading in the *Idheileh* Case, requiring the Hameds

and Yusuf to have to work long hours, and to give personal guarantees to obtain additional credit:

The Hameds and Mr. Yusuf worked 18 hour days for free, put their credit on the line, gave personal guarantees to vendors, and did everything they could to make a profit.

Yusuf acknowledged that these joint efforts in my involvement with the St. Thomas store paid off, stating: "The Hameds and I were able to turn the store around by the last part of 1994." After the third person's interest in the St. Thomas Plaza Extra was bought out.

In 2000, the partnership opened a third Plaza Extra Supermarket on the west end of St. Croix, known as Plaza Extra West. I was consulted on this as well.

Yusuf made admitted in this case that he and I entered into an oral agreement in 1986 to split the net profits of the Plaza Extra supermarkets 50/50;

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.

Yusuf and United repeated this admission in a subsequent filing in this case:

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

United made similar statements in a complaint in another matter recently filed in the VI Superior Court -- but alleged that it (United) actually is the partner with me -- and that Fathi was acting for United in forming the partnership, *United v. Waleed Hamed*, STX Civ. No. 2013/3, alleging:

Sometime in 1986, Plaintiff United, through its shareholder and then President, Fathi Yusuf, entered into an oral agreement, whereby Plaintiff United and Defendant Hamed's father, Mohammed Hamed, agreed to operate a grocery store business. . . . In 1986, the joint venture resulted in the first supermarket store being opened. United began using the trade name "Plaza Extra" and the first supermarket in this joint venture was named Plaza Extra Supermarket. Since 1986, two additional stores opened in the U.S. Virgin Islands; the second in Tutu Park, St. Thomas; the third in Grove Place, St. Croix.

Over the years, Yusuf and I have jointly shared the profits and losses. Both before and after 1996, we shared profits from the Plaza Extra Supermarket operations in part by using them to purchase multiple properties throughout the Virgin Islands, including the real property where Plaza West is located, always splitting the ownership of these properties 50/50, with members of the each family owning 50% of each such corporation used to buy

the properties. We also sent money to Jordan (through bank accounts in the names of Fahti, Wally and other family members) to be used to jointly purchase property there. This was always 50/50, even after I was not involved in daily operations in the late 1990's.

Yusuf and I have jointly managed the stores by having one member of the Hamed family and one member of the Yusuf family together manage each of the Plaza Extra Supermarkets; originally with me and Fathi Yusuf, and later with Mafi Hamed and Yusuf Yusuf managing the Sion Farm store along with Wally Hamed, Willie Hamed and Fathi Yusuf along with Nejah Yusuf operating the St. Thomas store and Shawn Hamed and Mike Yusuf managing the Plaza West store on St. Croix.

Yusuf told me at the outset that it would be best if my name was not on the bank loans, but it was my loan 50% and I was legally responsible to pay my half and the partnership owed it -- that I would be liable for 50% of the payments, which I agreed to pay as part of our taking out the loans. I agreed that Yusuf would "take care of the office" while I was "in charge of the warehouse so it's even." This deference to allowing Yusuf to take care of the office explains why United's name appeared on many governmental filings. I paid 50% of all loans back with proceeds from Plaza Extra Operations.

Yusuf admitted that we agreed to operate the partnership this way, using his and United's names, but that I was his 50/50 partner in Plaza Extra Supermarket even though my name is not part of United Corporation:

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 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. But due to my honesty . . . my partner, he never have it in writing from me."

Yusuf admitted under oath that the effect of this agreement is that whenever one is talking about Plaza Extra, its use, even if used along with the name "United Corporation" really means "me and Mr. Mohammed Hamed."

Yusuf stated in interrogatory response #6 in the *Idheileh* Case that Plaza Extra was a distinct partnership and that the "partners operated Plaza Extra under the corporate name of United Corp":

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.,

The fact that the partnership between me and Yusuf is distinct from United Corporation is also demonstrated by the fact that United, which owns the shopping center, sends rent notices to me at the Plaza Extra Supermarket in Sion Farm which rent Plaza Extra, as tenant, I approve to pay to United, as landlord.

Indeed, Maher ("Mike") Yusuf, who is the President of United Corporation, submitted an affidavit, that states in paragraph 17 as follows:

More importantly, United has always charged rent for the use of part of its retail premises by the Plaza Extra Supermarket operation on Sion Farm, St. Croix. Mohammed Hamed has always understood that United would charge for the use of its retail space, and would deduct the value of such rent in arriving at the net profits of the Plaza Extra Supermarkets.

He testified that it did so because his father and I have a business agreement to share the profits of the Plaza Extra store 50/50.

Pursuant to this landlord-tenant relationship, in February 2012, Plaza Extra Supermarkets partnership paid United Corporation over \$5 million in back rents for the period 1/2004 through 12/2011 from the Plaza Extra supermarket accounts. I was then person who was asked to agree to this and did agree to it -- in my partnership capacity. Wally then carried it out.

The supermarket operations have always been referred to as "Plaza Extra." For example, the stores use the letterhead "Plaza Extra" with no mention of United, while United Corporation uses its own letterhead. As Yusuf Yusuf, one of Fathi Yusuf's sons who co-manages the Sion Farm store, explained;

Q Okay. And showing you Exhibit Number 15, which is the -- I think the last one. These are the rules and regulations that are dated July of 1997, is that correct?

A Yes.

Q And these are on the letterhead, Plaza Extra, is that correct?

A Correct.

Q And these are for the Plaza Extra store at Sion Farm?

A Correct.

.....

Q It doesn't say United Corporation, does it?

A No.

Q And who do you understand owns the Plaza Extra East store?

A My dad.

Q And he ever told you he has a partner?

A Yes.

Q And who is the partner in that store?

A Mohammad Hamed.

Likewise, the three Plaza Extra Supermarkets maintain and account for operations separately -- with separate bank accounts distinct from United Shopping Center's bank account.

In 2003, United was indicted for tax evasion in federal court, along with Yusuf and several other members of the Hamed and Yusuf families, although the I was not indicted.

The federal government appointed a receiver in 2003 to run the Plaza Extra stores, depositing all profits in investment accounts at Banco Popular Securities and Merrill-Lynch, where they remain through the current date.

In 2011, United pled guilty to tax evasion arising out of information from that raid. Charges were dismissed against the other defendants.

The criminal proceeding against United is still pending, as the terms of the plea require further "complete and accurate" tax filings and payments, which is still not complete, as well as the adoption of certain accounting procedures for Plaza Extra.

Around the time of the plea agreement, it was agreed that all checks written on a Plaza Extra Supermarket account had to be signed by one member of the Hamed family and one member of the Yusuf family.

In February of 2012, Yusuf had his lawyer send a letter to me, which stated in part:

As it stands, the partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

Yusuf's lawyer then sent another letter on March 13, 2012, to me (referencing the February 12, 2012) again listing these assets in part, which are not in dispute, as well as the terms of the partnership, which is also not in dispute:

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;

. . . .

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 parties then began negotiations to separate the partnership assets, though no agreement has yet been reached.

The witnesses who have knowledge of these facts are too numerous to identify. Indeed, Yusuf admitted that every Arab in the Virgin Islands knew I was his partner. In any event, the witnesses include Fathi Yusuf, his wife, myself, my wife, and all of our daughters and sons (Mufeed Hamed, Waheed Hamed, Hisham Hamed, Yusuf Yusuf, NejeH Yusuf and Maher Yusuf). It also includes the many of the suppliers of the Plaza Extra Supermarkets.

The documents that support this interrogatory include the preliminary hearing transcripts as well as the hearing exhibits, particularly PEx 1 (with its exhibits), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 19, 28, 29 and DEx 2, 15.

3. Please state the name, address, and phone number of every person who has prepared your Tax Returns from 1986 through 2012 and indicate whether you have declared yourself to be a partner with Yusuf at any point in time from 1986 to 2012 relating to the business for which you contend there is an oral partnership in your Complaint and Amended Complaint and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

I have declared my partnership income in my tax filings to the best of my knowledge. I cannot locate most of my older returns before 1997, which I believe Pablo O'Neill prepared. The tax returns submitted by me to BIR for 1997-2012 were prepared by David Jackson, all of which included substitute K-1's reflecting my partnership income. The IRB has deemed my taxes due on this partnership income to be paid in full based on my filings.

Fathi Yusuf, as part of his partnership duties was supposed to make sure that all tax returns for the partnership were filed. Yusuf made arrangements for the hiring and payment of those tax preparers out of Plaza Extra Supermarket operating accounts, which would include the work on my returns as best as I can recall.

To the best of my knowledge, Pablo O'Neill prepared the returns for everyone prior to 2002. I understand the IRB deemed some of those filings to be fraudulent and incomplete, resulting in criminal charge against various persons, including Fathi Yusuf and United Corporation.

After 2003, accountants from the states (Freed Maxick) were hired to prepare returns, but they never completed them. I understand that Fathi Yusuf filed the draft Freed Maxick returns for 2002 to 2012 without an accountant taking any responsibility for those returns.

To the extent they can be located, all tax returns filed by me are included in the document response (1993, 1994, 1997-2012). The letters stating that my taxes have been paid in full have also been included in the document response. The other documents responsive to this request are certain filings in the criminal case such as the Indictment, Plea agreement, Amended Plea Agreement and checks showing the tax/penalty payments made as part of the Plea Agreement, all of which you have.

David Jackson's address and phone number are:

J. David Jackson, PC
5001 Chandler's Wharf
Christiansted, VI 00820

340-719-8261

Pablo O'Neill's address and phone number are:

P.O. Box 24475
GBS
Christiansted, VI, 00824
340-773-4305

The names and addresses of the accountants from the states who were hired around 2003 are:

Ron Solari and Howard Epstein
of Freed Maxick CPA's

424 Main Street
Suite 800
Buffalo, NY 14202
716.847.2651

4. Please describe all documents you have ever executed designating or appointing Waleed Hamed as your agent and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Object to as calling for a legal conclusion. I gave my son, Waleed ("Wally") Hamed a power of attorney dated March 29, 1996 and replaced it with the Power of Attorney of September 12, 2012 and then one of May 22, 2013. They are all included in the document production. I am not sure of all of the people who know about this appointment, but Fathi Yusuf is aware of it and testified about it and filed written court documents four years later -- which are in the public record in or about 2000; as are his and my sons who work in the stores (Mufeed Hamed, Waheed Hamed, Hisham Hamed, Yusuf Yusuf, Negeh Yusuf and Maher Yusuf). Anyone who read Fathi's filings in the St. Thomas case where he described his acceptance of Wally as my representative and how they worked together in St. Thomas beginning in 1996 would be aware of this fact.

Documents provided in response to request 21 of the Defendants' RFPDs (1st set) support this interrogatory.

5. State the details of the agreement, whether written or oral, you had with Fathi Yusuf in 1984 concerning the operations of a supermarket store. Specifically, state the date which the agreement was entered into, and the terms of that agreement and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Because of Yusuf's financial difficulties, I provided Yusuf with all of my life savings to allow him to complete the shopping center and open the supermarket. Yusuf testified in his 2000 deposition as follows:

When I was in the financial difficulty, when I was in financial difficulty, my brother-in-law, he knew. I shouldn't – he started to bring me money. Okay? He own a grocery, Mohammed Hamed, while I was building, and he have some cash. He knew I'm tight. He started bring me money. Bring me I think 5,000, 10,000. I took it. After that I say, Look we Family, we want to stay family. I can't take no money from you because I don't see how I could pay you back. So he insisted, Take the money. If you can afford to, maybe pay me. And if you can't, forget about it. Okay. He kept giving me. I tell him, Under this condition I will take it. I will take it. He kept giving me until \$200,000. Every dollar he make profit, he give it to me.

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(Emphasis added).

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In that litigation, Yusuf signed an affidavit stating in ¶¶ 2-5, and 7 as follows:

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.

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.

Mohamed Hamed gave his eldest son, Waleed (a/k/a Wally), power of attorney to manage his interests for the family.

We negotiated a lease for the St. Thomas store with Tutu Park Ltd. and executed the agreement on May 30, 1991.

Hamed did not want a third partner, but I convinced him that Ahmad could run the store and would protect all of our investments.

In short, Yusuf and I agreed that Waleed Hamed a/k/a Wally Hamed, would act on my behalf as to my day-to day partnership rights and obligations pursuant to a power of attorney. I did not end my oversight of major partnership issues -- just the daily operations. For instance I was still consulted on the opening of the St. Thomas and West stores, as well as the rent issues surrounding East.

The opening of the St. Thomas store caused a strain on the business, as noted by United and Yusuf in their summary judgment pleading in the *Idheileh* Case, requiring the Hameds and Yusuf to have to work long hours, and to give personal guarantees to obtain additional credit:

The Hameds and Mr. Yusuf worked 18 hour days for free, put their credit on the line, gave personal guarantees to vendors, and did everything they could to make a profit.

Yusuf acknowledged that these joint efforts in my involvement with the St. Thomas store paid off, stating: "The Hameds and I were able to turn the store around by the last part of 1994." After the third person's interest in the St. Thomas Plaza Extra was bought out.

In 2000, the partnership opened a third Plaza Extra Supermarket on the west end of St. Croix, known as Plaza Extra West. I was consulted on this as well.

Yusuf made admitted in this case that he and I entered into an oral agreement in 1986 to split the net profits of the Plaza Extra supermarkets 50/50:

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.

Yusuf and United repeated this admission in a subsequent filing in this case:

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

United made similar statements in a complaint in another matter recently filed in the VI Superior Court -- but alleged that it (United) actually is the partner with me -- and that Fathi was acting for United in forming the partnership, *United v. Waleed Hamed*, STX Civ. No. 2013/3, alleging:

Sometime in 1986, Plaintiff United, through its shareholder and then President, Fathi Yusuf, entered into an oral agreement, whereby Plaintiff United and Defendant Hamed's father, Mohammed Hamed, agreed to operate a grocery store business. . . . In 1986, the joint venture resulted in the first supermarket store being opened. United began using the trade name "Plaza Extra" and the first supermarket in this joint venture was named Plaza Extra Supermarket. Since 1986, two additional stores opened in the U.S. Virgin Islands; the second in Tutu Park, St. Thomas; the third in Grove Place, St. Croix.

Over the years, Yusuf and I have jointly shared the profits and losses. Both before and after 1996, we shared profits from the Plaza Extra Supermarket operations in part by using them to purchase multiple properties throughout the Virgin Islands, including the real property where Plaza West is located, always splitting the ownership of these properties 50/50, with members of the each family owning 50% of each such corporation used to buy the properties. We also sent money to Jordan (through bank accounts in the names of Fahti, Wally and other family members) to be used to jointly purchase property there. This was always 50/50, even after I was not involved in daily operations in the late 1990's.

Yusuf and I have jointly managed the stores by having one member of the Hamed family and one member of the Yusuf family together manage each of the Plaza Extra Supermarkets; originally with me and Fathi Yusuf, and later with Mafi Hamed and Yusuf Yusuf managing the Sion Farm store along with Wally Hamed, Willie Hamed and Fathi Yusuf along with Nejah Yusuf operating the St. Thomas store and Shawn Hamed and Mike Yusuf managing the Plaza West store on St. Croix.

Yusuf told me at the outset that it would be best if my name was not on the bank loans, but it was my loan 50% and I was legally responsible to pay my half and the partnership owed it -- that I would be liable for 50% of the payments, which I agreed to pay as part of our taking out the loans. I agreed that Yusuf would "take care of the office" while I was "in charge of the warehouse so it's even." This deference to allowing Yusuf to take care of the office explains why United's name appeared on many governmental filings. I paid 50% of all loans back with proceeds from Plaza Extra Operations.

Yusuf admitted that we agreed to operate the partnership this way, using his and United's names, but that I was his 50/50 partner in Plaza Extra Supermarket even though my name is not part of United Corporation:

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 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. But due to my honesty . . . my partner, he never have it in writing from me."

Yusuf admitted under oath that the effect of this agreement is that whenever one is talking about Plaza Extra, its use, even if used along with the name "United Corporation" really means "me and Mr. Mohammed Hamed."

Yusuf stated in interrogatory response #6 in the *Idheileh* Case that Plaza Extra was a distinct partnership and that the "partners operated Plaza Extra under the corporate name of United Corp":

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.,

The fact that the partnership between me and Yusuf is distinct from United Corporation is also demonstrated by the fact that United, which owns the shopping center, sends rent notices to me at the Plaza Extra Supermarket in Sion Farm which rent Plaza Extra, as tenant, I approve to pay to United, as landlord.

Indeed, Maher ("Mike") Yusuf, who is the President of United Corporation, submitted an affidavit, that states in paragraph 17 as follows:

More importantly, United has always charged rent for the use of part of its retail premises by the Plaza Extra Supermarket operation on Sion Farm, St. Croix. Mohammed Hamed has always understood that United would charge for the use of its retail space, and would deduct the value of such rent in arriving at the net profits of the Plaza Extra Supermarkets.

He testified that it did so because his father and I have a business agreement to share the profits of the Plaza Extra store 50/50.

Pursuant to this landlord-tenant relationship, in February 2012, Plaza Extra Supermarkets partnership paid United Corporation over \$5 million in back rents for the period 1/2004 through 12/2011 from the Plaza Extra supermarket accounts. I was then person who was asked to agree to this and did agree to it -- in my partnership capacity. Wally then carried it out.

The supermarket operations have always been referred to as "Plaza Extra." For example, the stores use the letterhead "Plaza Extra" with no mention of United, while United Corporation uses its own letterhead. As Yusuf Yusuf, one of Fathi Yusuf's sons who co-manages the Sion Farm store, explained;

Q Okay. And showing you Exhibit Number 15, which is the -- I think the last

one. These are the rules and regulations that are dated July of 1997, is that correct?

A Yes.

Q And these are on the letterhead, Plaza Extra, is that correct?

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Q It doesn't say United Corporation, does it?

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Q And who do you understand owns the Plaza Extra East store?

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Q And he ever told you he has a partner?

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Q And who is the partner in that store?

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Around the time of the plea agreement, it was agreed that all checks written on a Plaza Extra Supermarket account had to be signed by one member of the Hamed family and one member of the Yusuf family.

In February of 2012, Yusuf had his lawyer send a letter to me, which stated in part:

As it stands, the partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

Yusuf's lawyer then sent another letter on March 13, 2012, to me (referencing the February 12, 2012) again listing these assets in part, which are not in dispute, as well as the terms of the partnership, which is also not in dispute:

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

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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 parties then began negotiations to separate the partnership assets, though no agreement has yet been reached.

The witnesses who have knowledge of these facts are too numerous to identify. Indeed, Yusuf admitted that every Arab in the Virgin Islands knew I was his partner. In any event, the witnesses include Fathi Yusuf, his wife, myself, my wife, and all of our daughters and sons (Mufeed Hamed, Waheed Hamed, Hisham Hamed, Yusuf Yusuf, Negeh Yusuf and Maher Yusuf). It also includes the many of the suppliers of the Plaza Extra Supermarkets.

The documents that support this interrogatory include the preliminary hearing transcripts as well as the hearing exhibits, particularly PEx 1 (with its exhibits), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 19, 28, 29 and DEx 2, 15.

6. As to the allegations contained in paragraph 4 of your Complaint, state with specificity the scope of the partnership, and the assets and liabilities of the purported partnership and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

A. Present Assets:

In February of 2012, Yusuf had his lawyer send a letter to me, which correctly listed the assets in part:

As it stands, the partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

Yusuf's lawyer then sent another letter on March 13, 2012, to me (referencing the February 12, 2012 letter) again listing these assets in part, which are not in dispute, as well as the terms of the partnership, which is also not in dispute:

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These three stores would include their inventory, fixtures and equipment as well as their accounts receivable. The partnership assets also include the escrowed profits in the Popular Securities account and the Merrill Lynch account as well as accrued profits in the bank accounts listed in the complaint. Partnership assets may also include assets obtained with funds improperly removed from the partnership accounts.

The witnesses who have knowledge of these facts are too numerous to identify. Indeed, Yusuf admitted that every Arab in the Virgin Islands knew I was his partner. In any event, the witnesses include Fathi Yusuf, his wife, myself, my wife, and all of our daughters and

sons (Mufeed Hamed, Waheed Hamed, Hisham Hamed, Yusuf Yusuf, NejeH Yusuf and Maher Yusuf). It also includes the suppliers of the Plaza Extra Supermarkets. In responses to other discovery, Yusuf and United have identified, by name, many community members who worked with us to try to deal with partnership issues.

The documents that support this interrogatory include the preliminary hearing transcripts as well as the hearing exhibits, particularly PEx 1 (with its exhibits), 2, 3, 4, 7, 8, 9, 10, 11, 12, 19, 28, 29 and DEx 2, 15. Also the referenced interrogatory responses from Yusuf/United.

B. Present Liabilities

This information to the best of my knowledge is contained in the monthly accounting information supplied to the Hameds and Yusufs by John Gaffney -- most recently on November 12, 2013 for the year up to October 31.

C. Scope of Hamed-Yusuf Plaza Extra Partnership:

In 1973, with the assistance of defendant Fathi Yusuf ("Yusuf") and his family, I moved to the U.S. Virgin Islands with my family. Yusuf is my brother-in-law. When I arrived here I was initially a salesman, selling merchandise door-to-door.

After I had saved some money, I opened a grocery store in Estate Carlton. I eventually opened a second grocery store in Glynn.

Sometime around 1979, Yusuf started to build a shopping center at Estate Sion Farm, St. Croix, in which he wanted to have a supermarket. Yusuf encountered financial difficulty in completing construction of the shopping center and opening the supermarket, telling me "I owe the people money, I have to pay tomorrow and I don't have it."

Because of Yusuf's financial difficulties, I provided Yusuf with all of my life savings to allow him to complete the shopping center and open the supermarket. Yusuf testified in his 2000 deposition as follows:

When I was in the financial difficulty, when I was in financial difficulty, my brother-in-law, he knew. I shouldn't -- he started to bring me money. Okay? He own a grocery, Mohammed Hamed, while I was building, and he have some cash. He knew I'm tight. He started bring me money. Bring me I think 5,000, 10,000. I took it. After that I say, Look we Family, we want to stay family. I can't take no money from you because I don't see how I could pay you back. So he insisted, Take the money. If you can afford to, maybe pay me. And if you can't, forget about it. Okay. He kept giving me. I tell him, Under this condition I will take it. I will take it. He kept giving me until \$200,000. Every dollar he make profit, he give it to me.

Yusuf was out of money and had no prior experience in the supermarket business. Despite the risk, I agreed to help because he was family.

Yusuf told me that he wanted me to be a partner in the Plaza Extra partnership, but that I would have to sell my two grocery stores and only work with Plaza Extra, which I did.

I gave the money from the sale of these two stores to Yusuf as his partner in the Plaza Extra supermarket and we would stay partners until we "winning or loss".

So I became a partner with Yusuf, along with Yusuf's two nephews in the Plaza Extra supermarket partnership. Yusuf correctly summarized what happened in his deposition testimony:

I [Yusuf] say, Brother-in-law [me], you want to be a partner too? He said, Why not? You know, as a family, we sit down. Says, How much more can you raise. Say, I could raise 200,000 more. I said, Okay. Sell your grocery. I'll take the two hundred, four hundred. You will become 25 percent partner. So we end up I'm 25 percent, my two nephew 25 each, and my brother-in-law, Mohammad Hamed, 25 percent. I don't recall the year, could be '83 or '84, but at least thanks God in the year that Sunshine Supermarket opened, because his supermarket is the one who carries these two young men and my brother to go into supermarket with me. So I have their money, I finish the building.

When the building was finished, the partnership sought a loan to begin operations, but the loan application was denied, causing the two nephews that were partners to request the return of their funds and to leave the partnership. As Yusuf noted in his deposition:

Then, but when I been denied [for loans], I have to tell my partner [me] what's going on. I been entrusted to handle the job perfect, and I am obligated to report to my partner to anything that happened. I told my nephews and I told my partner, Hey, I can't get a loan, but I'm not giving up. So two, three days later my two nephews split, say, We don't want to be with you no more, and we want our money. I say I don't have no money to pay you. . . .We come to an agreement, I pay them 12 percent on their money, and 150,000 default because I don't fulfill my commitment.

Yusuf offered to repay my \$400,000 investment and have me leave the partnership, as noted in his deposition:

We wait until my partner, which is my brother [me], came. He's an older man. And we came up to Mr. Mohammed Hamed, I say, You want to follow them? He say, Yeah, I will follow them, but do you have any money to give? I say, Look, Mr. Hamed, you know I don't have no money. It's in the building, and I put down payment in the refrigeration. But if you want to follow them, if you don't feel I'm doing the best I can, if you want to follow them, you're free to follow them. I'll pay you the same penalty, 75,000. I will give you 12 percent on your 400,000.

But Yusuf could not have bought me out then -- besides, he needed my help in the supermarkets and he was family -- so I agreed to stay as a partner with Yusuf, a fact Yusuf has acknowledged to me both the and later:

He [me] says, Hey. If you [Yusuf] don't have no money, it's no use for me to split. I'm going to stay with you.

All right. I say, Okay. You want to stay with me, fine.

. . . .

And my partner only put in \$400,000. That's all he put in, and he will own the supermarket. I have no problem. . . .

They say, Mr. Yusuf, we knows each other. I trust you. I keep going. Okay. Now, I told him about the two partner left, Mr. Hamed. You know, these two guys, they left, my two nephew, they was your partner and my partner. I give you a choice. If you pay penalty with me and pay the interest with me, whatever they left is for me and you. But if I must pay them the one-fifty penalty and pay them 12 percent, then Plaza Extra Supermarket will stay three-quarter for Yusuf and only one-quarter for you.

He says, Do whatever you think is right. I tell him, You want my advice? I be honest with you. You better off take 50 percent. So he took the 50 percent." (Emphasis added).

Yusuf repeated this history of the partnership's formation in verified interrogatory answers filed in the *Idheileh* Case, stating in part in a verified response to interrogatories #2 and #6:

Mohamed Hamed is a partner in Plaza Extra Supermarkets and has been since the mid-1980's. . . .with respect to Plaza Extra, the original partners were Khalid Ali, Isam Yusuf, Mohamed Hamed, and Defendant Yusuf. By the time Plaza Extra opened in 1986, Mohamed Hamed and Defendant Yusuf were the only partners.

As a partner in the Plaza Extra Supermarkets, I was entitled to and have received 50 percent of the profits but was also fully liable for 50% of all payables, as well as being exposed to the loss of my initial partnership contribution.

Yusuf has acknowledged this fact under oath:

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. . . .But due to my honesty . . . my partner, he never have it in writing from me.

Yusuf and I agreed the partnership term would last as long as we had the money to stay in business. (Q: How long is your partnership with Mr. Yusuf supposed to last? When does it end? A: Forever. We start with Mr. Yusuf with the supermarket and we make money. He make money and I make money, we stay together forever.)(*"I'm obligated to be your partner as long as you want me to be your partner until we lose \$800,000"*).

Yusuf always stated to other people that I was his partner. In 2000, he again stated that even before the supermarket, Plaza Extra, opened:

Every single Arab in the Virgin Islands knew that Mr. Mohammed Hamed is my partner, way before Plaza Extra was opened.

We (our partnership) opened a second Plaza Extra Supermarket in St. Thomas in 1992-93 with a third person. Litigation subsequently ensued with this third person in the St. Thomas Superior Court, in *Idheileh v United and Yusuf*, STT Superior Court No. 156/1997.

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3. PLAZA EXTRA - Tutu Park. St. Thomas

The parties then began negotiations to separate the partnership assets, though no agreement has yet been reached.

The witnesses who have knowledge of these facts are too numerous to identify. Indeed, Yusuf admitted that every Arab in the Virgin Islands knew I was his partner. In any event, the witnesses include Fathi Yusuf, his wife, myself, my wife, and all of our daughters and sons (Mufeed Hamed, Waheed Hamed, Hisham Hamed, Yusuf Yusuf, Nejah Yusuf and Maher Yusuf). It also includes the many of the suppliers of the Plaza Extra Supermarkets.

The documents that support this interrogatory include the preliminary hearing transcripts as well as the hearing exhibits, particularly PEx 1 (with its exhibits), 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 19, 28, 29 and DEx 2, 15.

7. Please describe in detail the damages you are seeking to recover indicating how those damages are calculated, from which operations you contend you are entitled to receive damages as a result of your alleged oral partnership, accounting for monies you have received and what you contend is due to you as well as accounting for any losses of the partnership for which you understand you are responsible.

This interrogatory is objected to as compound and too vague to fully understand. It also calls for information that is too broad and unduly burdensome to respond to regarding the accounting since the outset of the partnership, which seeks information that is time barred as well. Subject to these objections, aside from the claim for punitive damages, which a jury would have to calculate, this calculation for accounting of partnership funds (or the proceeds from the use of partnership funds) currently due is not yet finished as it is being done by an accounting expert, whose report will be submitted when done.

However, at this juncture this claim for accounting will probably include (among other things) the \$2.7 million improperly removed in August of 2012 by Yusuf and United, the \$900,000 due from the Dorthea transaction (as discussed in the letter sent to Yusuf in August after he said he was withdrawing the \$2.7 million and discussed at the preliminary injunction hearing by my son), payments of the taxes for Yusuf's children and payments to Yusuf's counsel (also raised in the preliminary injunction proceedings both during and after the hearing), which have been raised with the Court and documented. This response will be supplemented once these accounting matters are completed as best as possible.

Documents provided in response to requests 1, 19 and 20 - paragraphs 35, 37, 38, 40, 42, 44, 45, and 46 of the Defendants' RFPDs (1st set) also support this interrogatory.

8. List and describe all leasehold interests you may have with the Defendants as these leaseholds relate to the operations of the Plaza Extra Stores. Describe in detail the date and duration of the leasehold interest, the rent amount paid monthly, and whether you have any personal liability for the performance of those leasehold interest(s) and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Object to the question as being vague and ambiguous as to who "you" is here. Subject to that objection, Plaintiff responds that:

I personally have no such leaseholds. However, as a partner in Plaza Extra Supermarkets the partnership entity does have leaseholds in St. Thomas, for Plaza West and in St. Croix for Plaza East. The lease for St. Thomas was improperly placed in the name of United Corporation by Fathi, who has testified that this was done for Plaza Extra Grocery Stores and me in particular as his partner. Its terms are in the written lease exchanged in this case between counsel. The lease for the East Store is supposed to follow the terms of the lease for the St. Thomas store. Plaza Extra Supermarkets located at Plaza West is a tenant of Plessen Enterprises. There is no written lease. Plaza West does pay its own maintenance and repairs.

The persons having knowledge of the leasehold interest in St. Thomas would be the lessor in St. Thomas (described on the leases), Fathi Yusuf, myself and my son, Waleed Hamed. The persons with knowledge of the leasehold interests in St. Croix would be myself, Fathi Yusuf and my son, Waleed Hamed.

9. Identify and detail the distribution of all funds (whether you characterize them as profit or withdrawal distributions) from the operations of the Plaza Extra that you have received from 1986 through 2003 and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

I do not recall distributions in detail other than shown in documents supplied. They were all 50/50. In addition to 50/50 purchases of land and funds sent to Jordan, if someone drew an unmatched amount a "chit" or IOU was placed in a safe or on a ledger. These were "trued up" from time to time. However, my son, Waleed Hamed, correctly testified to the use of these profits to buy properties throughout the Virgin Islands at the preliminary injunction hearing that I listed as part of my response to interrogatory #1, which is reasserted herein by reference. Documents have been produced as to the distribution of profit funds to Jordan. Also produced is a chart of the flow those funds in the USVI and to Jordan.

Fathi Yusuf and myself have knowledge of these facts, including the fact that all funds were removed on a 50/50 basis and reinvested on a 50/50 basis between our two families, as do our sons previously identified in these interrogatory responses.

10. Provide a list of all real estate assets you personally own including the date of acquisition, location, and amount of loan (if any) that was obtained to purchase those real estate assets and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

This interrogatory is objected to as beyond the scope of permissible discovery regarding relevant information or information likely to lead to relevant evidence. I own only my house and have no mortgage.

As noted in my response to interrogatory #1, in conjunction with Fathi Yusuf and members of his family I own interest in corporations and entities which have bank accounts and own real estate in the USVI and in Jordan on a 50/50 basis as well.

Fathi Yusuf and myself have knowledge of these facts as do our sons previously identified in these interrogatory responses.

Documents provided in response to requests 1, 10 and 12 of the Defendants' RFPDs (1st set) also support this interrogatory.

11. If you contend that there were any distributions of net income or profits from the operations of the Plaza Extra supermarket as a source of revenues for the purchase of any your real estate assets, specify how you obtained these distributions of net income or profits and from whom and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

As I have testified and as Fathi Yusuf has sworn under oath, he handled the business transactions that related to distributions of profits from Plaza Extra Supermarkets.

He would say to me, I think we should buy this land or move this money to Jordan to place in accounts or buy land -- or I would say to him, this is a possible real estate opportunity. Once we were in agreement, he would transfer funds and retain lawyers and accountants who would be paid from Plaza Extra Supermarkets operations accounts to handle the creation of a company or entity that would then make the purchase -- again from Plaza Extra accounts.

Either myself or my family members would always own 1/2 of the asset, account, corporation or entity -- Fathi Yusuf or his some of his family members would own the other half.

The documents that would support this are the entities and corporations which own the property (that are currently owned 50/50 by each family) as well as the Deeds and corporate or entity documents and account records that reflect the 1/2 interest. The referenced chart shows the flow of such funds. I believe that withdrawals for the initial purchases could be tracked back to the purchase transactions, but I do not have that information. Also the ledgers and chits from each of the three stores that show the 50/50 distribution and "truing up" to make those amounts match 50/50. These are supplied in the documents.

Again, the purchases were described in part at the preliminary injunction hearing as noted in my response to interrogatory 2 above, including real property owned by Plessen Enterprises, Inc., Sixteen Plus, Inc. and Peter's Farm, Inc.

Fathi Yusuf and myself have knowledge of these facts as do our sons previously identified in these interrogatory responses.

Documents provided in response to requests 8 and 16 of the Defendants' RFPDs (1st set) also support this interrogatory.

12. Specify in detail what leasehold interest you or the alleged partnership that you refer to in paragraph 4 of the Amended Complaint has in the 4C & 4D Estate Sion Farm, St. Croix, Virgin Islands and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

My interest is as a partner in Plaza Extra Supermarkets, as the partnership has a leasehold interest on St. Croix for Plaza East. The lease for the East store is supposed to follow the terms of the lease for the St. Thomas store.

The persons having knowledge of the leasehold interest in the Sion Farm store on St. Croix would be myself, Fathi Yusuf and our sons, whose names have been previously identified.

The documents which support this claim are the monthly rent notices and the calculation of rent sent by Fathi Yusuf to me, as well as the payment of rent in 2012, all of which was introduced at the hearing as PEx 6-9. The rent notices have continued even after these exhibits were introduced and are all included in the document response.

13. Provide a list of every account, including opening and closing dates of each account and account numbers, you have ever opened anywhere at any financial institution, including but not limited to the United States, the Caribbean, Europe and the Middle East from 1986 through the present.

Object to as calling for information that is neither relevant nor likely to lead to discoverable information. Additionally, this interrogatory is overbroad and unduly burdensome in scope.

14. State whether you have ever represented to any federal and/or local government agency, U.S. Attorney's Office, Superior Court of the Virgin Islands, U.S. District Courts, that you are a partner with Fathi Yusuf in a partnership that operates the Plaza Extra Stores and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

With the exception of the U.S. Attorney's Office, with whom I have had no communications, yes, I have. My communications with the referenced courts are those contained in the pleadings filed (1) in this case in the Superior Court, (2) in this case when it was pending in the District Court before removal, and (3) in the appeal before the VI Supreme Court. The communications with the BIR include the tax filings with the VI BIR as well as a memo I provided to the BIR earlier this year, which documents my partnership interest and is attached to my document production response.

Every lawyer served with my pleadings has knowledge of these facts, which knowledge is imputed to their respective clients, as well as the BIR representatives who dealt with these tax issues, Attorney Smalls and Ms. Sommersall.

The documents filed with the respective courts were served on your counsel, so you have them. The documents exchanged with the BIR are attached to the document response.

15. Describe the representations/testimony you made to the Grand Jury in any of the federal criminal investigations/indictments relating to United Corporation, Fathi Yusuf, Maher Yusuf, Negeh Yusuf, Waleed Hamed and Waheed Hamed and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

I did not make any representations or statements to the grand jury, as I refused to give any testimony. The lawyers in the criminal case are aware of this fact, as are Fathi Yusuf and his sons.

16. Describe your position with Plessen Enterprises, Inc., including but not limited to any corporate officer or board positions you have ever had at Plessen Enterprises, Inc. and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Object to as irrelevant and not likely to lead to relevant testimony. Subject to that objection, I am one of the four directors of Plessen. To the best of my recollection, I have always been a director. The other three directors and shareholders of the company, including Fathi Yusuf and his sons are all aware of this fact, as is the Office of the Lieutenant Governor, Division of Corporations.

Plessen Enterprises, Inc. documents provided in response to question 16 of the Defendants' RFPDs (1st set) also support this interrogatory.

17. Describe the leasehold interest the Plaza Extra - West has with Plessen Enterprises, Inc. and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Plaza Extra Supermarkets located at Plaza West is a tenant of Plessen Enterprises. There is no written lease. Plaza West does pay its own maintenance and repairs.

The persons having knowledge of this leasehold interest would be myself, Fathi Yusuf and my son, Waleed Hamed.

18. Detail the assets and liabilities of the purported partnership you have with Defendant Fathi Yusuf and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

This question is a repeat of part of interrogatory 6. The response is the same as to those two parts (assets and liabilities):

A. Present Assets:

In February of 2012, Yusuf had his lawyer send a letter to me, which correctly listed the assets in part:

As it stands, the partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

Yusuf's lawyer then sent another letter on March 13, 2012, to me (referencing the February 12, 2012 letter) again listing these assets in part, which are not in dispute, as well as the terms of the partnership, which is also not in dispute:

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;

.....

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

These three stores would include their inventory, fixtures and equipment as well as their accounts receivable, cash on hand and the escrowed profits in the Popular Securities account and the Merrill Lynch account as well as accrued profits in the bank accounts listed in the complaint. Partnership assets may also include assets obtained with funds improperly removed from the partnership accounts in August of 2013.

The witnesses who have knowledge of these facts are too numerous to identify. Indeed, Yusuf admitted that every Arab in the Virgin Islands knew I was his partner. In any event, the witnesses include Fathi Yusuf, his wife, myself, my wife, and all of our daughters and sons (Mufeed Hamed, Waheed Hamed, Hisham Hamed, Yusuf Yusuf, NejeH Yusuf and Maher Yusuf). It also includes the suppliers of the Plaza Extra Supermarkets.

The documents that support this interrogatory include the preliminary hearing transcripts as well as the hearing exhibits, particularly PEx 1 (with its exhibits), 2, 3, 4, 7, 8, 9, 10, 11, 12, 19, 28, 29 and DEx 2, 15.

B. Present Liabilities

This information to the best of my knowledge is contained in the monthly accounting information supplied to the Hameds and Yusufs by John Gaffney -- most recently in on November 12, 2013 for the year up to October 31.

The same witnesses and documents listed in response to interrogatory 6 apply here as well.

19. Describe in detail the "separated and segregated books and accounts" that exists for each of the three Plaza Extra Supermarket stores, as you allege in the Amended Complaint. Describe the locations of these accounts and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

These accounts were identified in the Plaintiffs' Amended Complaint as well as in testimony before the Court at the preliminary injunction hearing (with corresponding account numbers) and have not changed since then.

Fathi Yusuf and myself have knowledge of these facts, as do our sons previously identified in these interrogatory responses as well as the accounting personnel employed by the stores, including but not limited to Wadda Charriez.

20. Describe and detail all the withdrawals you and/or any designee, assign, or agent made from any of the separate bank accounts used for the operations of the Plaza Extra supermarket stores from 1986 through the present and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Object to as calling for information that is neither relevant nor likely to lead to discoverable information. Additionally, this interrogatory is overbroad and unduly burdensome in scope.

Subject to these objections, to the extent this information currently exists for withdrawals before that date, all such information is within the Defendants' control, as they have possession of the Plaza Extra Supermarkets records which are not being supplied to Plaintiff prior to 2012 despite requests.

Fathi Yusuf and myself have knowledge of these facts, as do our sons previously identified in these interrogatory.

21. Detail and list funds withdrawn and obtained by your agent Waleed Hamed on your behalf from 1986 through the present and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Object to as calling for information that is neither relevant nor likely to lead to discoverable information. Additionally, this interrogatory is overbroad and unduly burdensome in scope.

To the extent this information currently exists for any withdrawals, all such information is within the Defendants' control, as they have possession of the Plaza Extra Supermarkets records which are not being supplied to Plaintiff.

Moreover, no withdrawals were made on my behalf (or authorized to be made on my behalf) by anyone, including Waleed Hamed, without the knowledge and consent of Fathi Yusuf. I have no knowledge of nor did I ever authorize Wally to withdraw any funds or transfer any funds without the express consent and participation of Fathi Yusuf -- a point I have made repeatedly. If any such withdrawal or transfer had taken place, which I am sure never happened, it would not have been under any authority from me and would be contrary to my authority and agency.

Fathi Yusuf and myself have knowledge of these facts, as do our sons previously identified in these interrogatory.

As for past withdrawals, I am not sure who would have this precise information, but this response will be supplemented if the details are located. However, Fathi Yusuf and myself as well as most of our sons have knowledge of these facts.

22. State the date and circumstances when Fathi Yusuf gave you notice of the termination of the alleged partnership and state why the unsigned Proposed Dissolution of Partnership document was never signed by you or any of your designees, assigns, and agents and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Object to this question as worded, as Fathi has never sent an actual notice of dissolution of the partnership. In February of 2012, Yusuf had his lawyer send me a letter regarding this subject, which identified the partnership assets. Yusuf's lawyer then sent a second letter on March 13, 2012, regarding this subject as well. The terms of the partnership and the assets were never in dispute, but Yusuf wanted to divide them up rather than close them. We began negotiations to separate the partnership assets after these documents were sent, although to date no agreement has yet been reached.

The documents related to this request include the hearing transcripts of the preliminary injunction hearing as well as PEx 10, 11 and 12. The witnesses include Waleed Hamed and Nizar DeWood.

23. Describe in detail what objections you have to the accounting provided to you by Fathi Yusuf regarding the \$2.7 million dollars amount that was withdrawn by United Corporation in August of 2013 as an offset to your previous withdrawals and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

There are multiple problems with this accounting, which was recently supplied to my lawyers after repeated requests that it be provided. While this investigation and review continues, which will be the subject of an expert accounting report, several problems have already been noted.

First, it states that \$1.6 million was due and owing at the time of the removal of the \$2.7 million. That claim is time barred. Moreover, while it is true that in 1999 Mafi Hamed and Maher Yusuf met and reconciled the outstanding chits related to 50/50 distribution of the Sion Farm grocery store profits, showing \$1.6 million was due to the Yusufs to "true up" the differences in the 50/50 profit withdrawals at that time for that store, there are other off-sets to that amount. For example, there were amounts to "true up" from the other stores as well. Likewise, after that time, Fathi Yusuf and his sons took funds that were required to be off-set against that amount, as he well knows.

Second, the accounting states that there is \$1.1 million in additional amounts owed -- but the "back-up" provided add up to just under \$300,000, with almost \$100,000 of that sum involving "chits" from before the reconciliation in 1999, so they were part of that 1999 "true up" and cannot be counted twice.

Third, there were other offsets they failed to address which would have more than offset any amount due at that time, including the \$802,000 from the Dorthea transaction and other amounts still being investigated, which the accountants will address in their expert report.

Finally, even if the Yusufs had some claim that they wanted addressed -- taking the money unilaterally violated the partnership agreement, something that had never been done before. They simply took the money. They took it after asking and being told "no."

Documents related to the chits were provided in response to Defendants' RFPDs (1st set) question 1.

The Hameds & the Yusufs. Wadda Charriez and the other office workers who wrote out and witnessed the signatures on the chits.

24. Detail the name of each employee that was threatened with termination and the circumstances surrounding the termination of these employees as described in Paragraph 28(b) of the Complaint and identify all persons with knowledge of any such facts and all documents which support your answer to this interrogatory.

Wadda Charriez, Mafi Hamed, Wally Hamed and Kareema Dorsett. The full details of this were testified to at the Preliminary injunction hearing. More specifically:

Wadda Charriez, who deals with payroll and other central accounting operations at this store was described by an accountant hired by Yusuf, John Gaffney, as being a "very good worker" and "excellent at her job." On January 8, 2013, defendant Yusuf spoke to a 15 year accounting employee at the Plaza Extra Sion Farm store, Despite this fact, Yusuf told Charriez he thought she was given a bonus because the Hamed family was trying to "buy [her]."

Despite this fact, Fathi Yusuf told Charriez she was fired and he threatened to expose her for stealing if she challenged her firing -- which he stated would render her ineffectual as a witness in "court."

Because the Hamed sons were co-managers of the Plaza Extra Sion Farm store, Wally and Mafi Hamed, had not been consulted about this termination of a key employee Mafi called Charriez and told her to return to work.

Mafi Hamed did so because in the past decisions to fire key store employees were always discussed between a Hamed and a Yusuf representative before a decision was made.

Yusuf Yusuf, the Yusuf son who jointly manages the Sion Farm store with Mafi and Wally Hamed, acknowledged that he did not consult the Hameds before his father told Charriez that she was fired. He testified that he did not need to do so, even though he admitted that Mafi Hamed was an equal manager in the Sion Farm store.

On January 9, 2013, Charriez returned to work at the Plaza Extra Sion Farm store as instructed by Mafi Hamed.

Yusuf was present and started screaming at Charriez, telling her to leave or he would call the police.

Yusuf also told the two Hamed sons who jointly manage the Plaza Extra Sion Farm store that they both they were "fired" and that they must leave the store at once.

Yusuf then called the police to the store.

When Charriez and the Hamed sons would not leave the store, Yusuf demanded that the police officers "immediately arrest" them and remove them from the store.

Yusuf stated that if the officers did not do so, he would immediately "close the Plaza Supermarket store".

No witness contradicted this testimony about what Yusuf said on January 9th.

Indeed, Mike Yusuf, who was present, acknowledged hearing his father threaten to close the store, which his father had also said he would do on other occasions as well.

The Hamed manager in the St. Thomas store, Waheed Hamed, also testified that Yusuf would yell in front of store employees that he was firing the Hamed brothers and closing the store, causing these employees to become afraid of losing their jobs.

Another Plaza Extra Supermarket employee who works in the St. Thomas store, Kareema Dorsett, also testified that Yusuf has told her he may close the store, which she reported to the Hamed manager because she was worried about losing her job that she needed to support her family.

The documents which support this response are the two preliminary injunction transcripts.

VERIFICATION

TERRITORY OF U.S. VIRGIN ISLANDS) SS:
)
DIVISION OF ST. CROIX)

I, **MOHAMMED HAMED**, after first being duly sworn, depose and state that I have carefully read Defendant United Corporation's First Set of Interrogatories to Plaintiff Mohammed Hamed and provided truthful answers under oath.

Dated: 12/23/13

By: [Signature]
MOHAMMED HAMED

**SUBSCRIBED AND SWORN TO
BEFORE ME**, this 23rd day
of December 2013

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: August 26, 2015
NP 078-11

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of December, 2013, I served a copy of the foregoing in compliance with the parties consent, pursuant to Fed. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action on the following persons:

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