

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

MOHAMMAD HAMED , by his authorized)	
agent WALEED HAMED ,)	
)	CIVIL NO. SX-12-CV-370
Plaintiff,)	
)	ACTION FOR DAMAGES,
v.)	INJUNCTIVE AND
)	DECLARATORY RELIEF
FATHI YUSUF and UNITED CORPORATION ,)	
)	
Defendants.)	JURY TRIAL DEMANDED
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**DEFENDANT UNITED’S RESPONSES TO PLAINTIFF’S
SECOND INTERROGATORIES
TO DEFENDANT UNITED: SECOND SET**

COMES NOW, Defendant United Corporation, (hereinafter referred to as “United”), by and through undersigned counsels, Dudley, Topper and Feuerzeig, LLP, by Gregory H. Hodges, Esq. and The DeWood Law Firm, by Nizar A. DeWood, Esq., and subject to the objections set forth below, respectfully answers as follows to the Plaintiff’s Interrogatories: Second Set (“2nd Interrogatories”).

PRELIMINARY STATEMENT

These answers and objections are made solely for the purpose of this action. Each answer is subject to any and all objections as to competence, relevance, materiality, propriety, and admissibility; and any and all objections and grounds that would require the exclusion of any statement contained in any response, if such request were asked of, or any statement contained therein were made by, a witness present and testifying in court, all of which objections and grounds are hereby reserved and may be interposed at the time of trial.

The following answers are based upon information presently available to United and, except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that United has answered or objected to any request should not be taken as an admission that United accepts or admits the existence of any facts set forth or assumed by such interrogatory, or that such answer constitutes admissible evidence. The fact that United has answered to part or all of any such request is not intended and shall not be construed to be a waiver by United of all or any part of any objection to any such interrogatory.

GENERAL OBJECTIONS

United makes the following general objections to Plaintiff's 2nd Interrogatories. These general objections apply to all or so many of the requests, for convenience, they are set forth herein and are not necessarily repeated after each objectionable request. The assertion of the same, similar, or additional objections in the individual objections to these 2nd Interrogatories, or the failure to assert any additional objections to a request does not waive any of United's objections as set forth below:

1. United objects to each interrogatory that uses the words "any" and "all" as being overbroad, unduly burdensome, immaterial, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

2. United objects to each interrogatory to the extent it seeks the disclosure or production of documents or information protected by the attorney-client, work product or other privileges. Only non-privileged documents, or portions thereof, will be produced.

3. United objects to each request that uses the term "document," as defined, as overbroad, unduly burdensome, irrelevant, and immaterial to the extent that it calls for material unrelated to this case.

4. United objects to each interrogatory to the extent that it uses terms or phrases that are vague, ambiguous, or undefined. United's response to each such interrogatory is based upon its understanding of the interrogatory.

5. United objects in part to each interrogatory that asks for answers or documents that fall outside the scope of this litigation. To the extent the interrogatory seeks the disclosure or production of such documents; the interrogatories impose an undue burden and expense. Further, such information is irrelevant, immaterial, and not reasonably calculated to lead to the discovery of admissible evidence.

6. United objects to each interrogatory to the extent it requires information outside of his possession, custody or control of United on the ground that it would subject United to undue burden, oppression and expense, and impose allegations not required by the Federal Rules of Civil Procedure.

7. Each answer United produces is subject to all of the above general objections and all specific objections listed below. Inadvertent disclosure of privileged information shall not be deemed a waiver.

8. The information sought by the Discovery Requests is as much as is as twenty-seven (27) years old. Documents which may have contained information relevant to responding to the Discovery Requests may no longer be in existence. Thus the information provided herein may not be, and should not be considered complete, and may be subject to supplementation if additional documents are discovered.

9. United objects to defined terms and instruction to the extent that they vary from applicable law and/or impose different obligations that those set forth in the Federal Rules of Civil Procedure.

SPECIFIC OBJECTIONS AND RESPONSES

1. In Paragraph 42 of the Amended Counterclaim there is a reference to Mohammad Hamed being repaid “on a periodic basis with 50% of the net profits of the Plaza Extra Stores.” Regarding this allegation, please state:

- a. The process followed in making these payments/distributions to Hamed;
- b. The dates and amounts of all such payments;
- c. All amounts that are presently owed to Hamed; and
- d. Any offsets to the amount due Hamed.

Response: Subject to the above stated objections and without waiving any objections, United shows that the 50% of the net profits of the Plaza Extra Stores were distributed through investments and/or into other legal entities jointly owned by Hamed and Yusuf. Furthermore, to the extent that Hamed or Yusuf removed funds from the net profits of the Plaza Extra Stores, the two advised each other and would ultimately make reference to the removal by indicating same on a “receipt” or in a ledger. Further responding, it does not appear from the Amended Complaint that Hamed is contending that he did not receive his 50% portion of the net profits from the Plaza Extra Stores. To the extent that Hamed, either individually or through actions of his designated agent, Wally misappropriated funds or removed funds from the Plaza Extra Stores without the knowledge or approval of Yusuf, then said removals would need to be properly accounted for by the parties in order to equalize the 50/50 allocation of net profits.

2. In Paragraph 50 of the Amended Counterclaim there is a reference to loans from family members. For all such loans, please list:

- a. The date of each loan,
- b. The name and last known address of the family member,
- c. The amount of the loan and interest rate,
- d. The date the loan was repaid, and
- e. The bank account from which the repayment was made.

Response: Subject to the above stated objections and without waiving any objections United shows that to the extent any loans referenced in Paragraph 50 have been made, a full accounting will be necessary to quantify and fully respond to the information requested in Paragraph 50. United will timely supplement its response to this interrogatory as required by the rules.

3. In Paragraph 51 of the Amended Counterclaim you allege in subsection (g) that the repayment to some “creditors/investors” depended on the profitability of the business related to these “creditors/investors.” To each such business, please list:

- a. The name of these businesses;
- b. The names and last known addresses of the creditors/investors involved in each such business;
- c. The amount of the loan/investment;
- d. The terms of said repayment that depended on the profitability of the business.

Response: Subject to the above stated objections and without waiving any objections United shows that to the extent any loans referenced in Paragraph 51 have been made, a full accounting will be necessary to quantify and fully respond to the information requested in Paragraph 51. United will timely supplement its response to this interrogatory as required by the rules.

4. Regarding any amounts of additional capitalization needed by the Plaza Extra Supermarkets or United after 1986, please state:

- a. The dollar amount of each new investment of capital put into these businesses after 1986;
- b. The date of the investment of these additional funds;
- c. The name and address of any persons or entities who contributed to this new capital;
- d. What each source of new funds was used for.

Response: Subject to the above stated objections and without waiving any objections United further objects on the grounds that such information is not at issue in this case and therefore, this interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. However, if such information is deemed relevant, United shows that United's accounting records would accurately reflect this information.

5. Regarding Paragraph 91 of the Amended Complaint, please state as to Y & H Investments, Inc.:

- a. The business and/or assets of this company owned and how funding for their purchases was obtained;
- b. What the assets owned by this entity sold for;
- c. Whether Exhibit A attached is related to the sale of the assets by this entity;
- d. What happened to the proceeds from the sale of these assets.

Response: Subject to the above stated objections and without waiving any objections United shows that information referenced in Paragraph 91 is available equally to Plaintiff.

6. Regarding the allegations of rent set forth in Paragraphs 125 to 140 and Count XI of the Amended Counterclaim, please state:

a. What amount of rent is due for the Plaza Extra Store located at the Sion Farm Store;

b. Who owes this rent;

c. Please state why United has not filed an action for eviction of the Plaza Extra Sion Farm for nonpayment of this rent;

d. Please explain how you determined there is allegedly 69,680 square feet of space in the Plaza Extra Store Sion Farm.

Response: Subject to the above stated objections and without waiving any objections, United incorporates by reference as it fully set forth herein verbatim its motion for unpaid rent which motion sets forth all of the information responsive to this interrogatory.

7. Please list all “assets of the Plaza Extra Stores” referenced in Paragraph 171 of the Amended Counterclaim.

Response: Subject to the above stated objections and without waiving any objections, United shows that all assets of the Plaza Extra Stores are demonstrated on the accounting and financial documents which have been provided in this litigation on a periodic basis excluding any operations unrelated to the operation of the supermarket stores. Hence, United incorporates by reference as if fully set forth herein verbatim those financial records previously produced in this litigation.

8. Regarding the claim for compensatory damages in § iv of the “wherefore clause” of the Amended Counterclaim, please state:

- a. An itemized list of the specific damages;
- b. The amount of each item claimed as compensatory damages;
- c. The name and address of each witness who has knowledge of the same;
- d. The identity of all documents that support each item claimed.

Response: Subject to the above stated objections and without waiving any objections, United shows that total calculations as to the compensatory damages requested sought in this interrogatory has not been fully quantified by accounting experts and are not yet complete. United will supplement its response to this interrogatory as required by the rules.

9. Regarding the claim for consequential damages in § iv of the “whereas clause” of the Amended Counterclaim, please state:

- a. An itemized list of the specific damages;
 - b. The amount of each item claim as consequential damages;
 - c. The names and addresses of each witness who has knowledge of the same;
- and
- d. The identity of all documents which support each item claim.

Response: Subject to the above stated objections and without waiving any objections, United shows that all assets of the Plaza Extra Stores are demonstrated on the accounting and financial documents which have been provided in this litigation on a periodic basis excluding any operations unrelated to the operation of the supermarket stores. Hence, United incorporates by reference as if fully set forth herein verbatim those financial records previously produced in this litigation.

10. Regarding the claim for “judgment” in § viii of the “wherefore clause” of the Amended Counterclaim regarding “all debts, liabilities and obligations of the Alleged Partnership, past and present” please state:

- a. An itemized list of the specific damages;
 - b. The amount of each item claim as compensatory damages;
 - c. The names and addresses of each witness who has knowledge of the same;
- and
- d. The identity of all documents that support each item claim.

Response: Subject to the above stated objections and without waiving any objections United shows that all assets of the Plaza Extra Stores are demonstrated on the accounting and financial documents which have been provided in this litigation on a periodic basis excluding any operations unrelated to the operation of the supermarket stores. Hence, United incorporates by reference as if fully set forth herein verbatim those financial records previously in this litigation.

11. Describe and provide the account numbers for any and all accounts (bank, investment, credit card, wire or other) into which funds from any Plaza Extra Store were transferred or deposited from January 1, 2013 to December 31, 2013 and any transactions involving Plaza Extra that were not set forth in the three 2013 sets of Plaza Extra Stores 2013 financials (Sage 50 backups) provided to plaintiff by Mr. Gaffney on or about 1/11/14 (files dated 1/2/14).

Response: Subject to the above stated objections and without waiving any objections those documents previously provided and referenced as the 2013 financials contain all the information responsive to the interrogatory.

Dated: March 28th, 2014

Respectfully Submitted,

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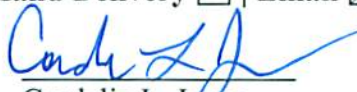
CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED THAT a true and exact copy of the foregoing *Defendant United Corporation's Responses to Plaintiff's Second Interrogatories to Defendant United: Second Set* was served via U.S. Mail, postage prepaid, fax, electronic mail or hand delivery on this the 28th day of March 2014 to wit:

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