

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

MOHAMMAD HAMED , by his authorized agent WALEED HAMED ,)	
)	
Plaintiff/Counterclaim Defendant,)	CIVIL NO. SX-12-CV-370
)	
vs.)	ACTION FOR DAMAGES,
)	INJUNCTIVE RELIEF
)	AND DECLARATORY RELIEF
FATHI YUSUF and UNITED CORPORATION ,)	
)	
Defendants/Counterclaimants,)	
)	
vs.)	JURY TRIAL DEMANDED
)	
WALEED HAMED, WAHEED HAMED,)	
MUFEED HAMED, HISHAM HAMED, and)	
PLESSEN ENTERPRISES,)	
)	
Additional Counterclaim Defendants.)	
)	
)	

**DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION
OF THE COURT'S ORDER RE-OPENING FACT DISCOVERY**

Defendants Fathi Yusuf ("Yusuf") and United Corporation ("United") (collectively, the "Defendants"), through their undersigned counsel, respectfully submit this Opposition to Plaintiff's Motion For Reconsideration Of The Court's Order Re-Opening Fact Discovery ("Motion to Reconsider").

Introduction

On May 23, 2014, Plaintiff Mohammed Hamed ("Hamed") advised the Court that he had no objection to the Court's Fourth Amended Scheduling Order and that "the revised dates set by the Court are fine with Plaintiff, as are the ones suggested by Defendants" in their Motion to Amend and Clarify the Fourth Amended Scheduling Order. See, Exhibit A – Hamed's

Response Re Defendant's Motion to Amend and Clarify the Fourth Amended Scheduling Order.¹ Then four days later, on May 27, 2014, Hamed took the opposite position when he filed his Motion to Reconsider arguing that the extension of fact discovery in the Fourth Amended Scheduling Order was improper because such extension was not requested by the Defendants and, therefore, that the Court must have extended it inadvertently. This is not only inconsistent; it is incorrect. Defendants specifically requested in their Emergency Motion To Further Extend Scheduling Order Deadlines As a Result of New Information ("Motion to Extend") "...a further extension of the factual discovery deadlines..." and "Defendants propose an extension of the fact discovery period as set forth in the proposed Fourth Amended Scheduling Order." See, Motion to Extend, p. 4. Hamed further objects to extending fact discovery (after he had already agreed to it) because Yusuf served written discovery on the newly added parties (not Hamed), which Hamed contends is onerous. However, no new discovery was served on Hamed and, therefore, Hamed cannot contend the written discovery places any burden on him. Lastly, even if Hamed had standing to contest the extension of fact discovery, he has failed to satisfy any of the grounds demonstrating good cause for seeking reconsideration and, therefore, Defendants respectfully submit that the Motion to Reconsider should be denied.

I. Procedural History of the Litigation

Early filings in this case created a procedural anomaly and disjointed discovery. Defendants have highlighted these challenges to an orderly flow of discovery from the outset and the Court has properly recognized the conundrum created. Two primary issues have plagued the discovery process: (i) the addition of new parties as counterclaim defendants without a full and

¹ Defendants filed their Motion to Amend and Clarify the Fourth Amended Scheduling Order ("Motion to Clarify") seeking to further extend, inter alia, the fact discovery deadline on May 20, 2014.

complete opportunity to obtain discovery from these additional parties and, (ii) the unavailability of the documents located with the Department of Justice (“DOJ”).

In Defendants’ prior motions seeking to extend the discovery deadlines, they raised these two issues, stating as early as November 27, 2013 that they “anticipated filing a multi-count counterclaim that joins a number of additional counterclaim defendants as parties to this case” and that “certain financial documents have been secured by the Department of Justice pursuant to the criminal action which are relevant to the issues in this case” and that such documents were not available. See, Emergency Motion to Extend Scheduling Order Deadlines, p. 4, filed on November 27, 2013. Hence, the need for discovery from these counterclaim defendants has been raised from the outset and is not a new issue as Hamed suggests.

While the Court granted a limited fact discovery period ending on March 15, 2014, the actual timing and sequence of events following the addition of the counterclaim defendants and the recovery of documents from the DOJ still did not afford an adequate discovery period. The First Amended Counterclaim was filed on January 13, 2014 and served on the newly added counterclaim defendants on February 7, 2014. On February 19, 2014, Defendants filed their Motion to Further Extend Discovery as the new counterclaim defendants’ answers and responsive pleadings were not due and the documents from the DOJ remained outstanding. See, Motion to Further Extend Scheduling Order Deadlines filed on February 19, 2014. On February 21, 2014, the new counterclaim defendants filed their responsive pleadings and motions to dismiss. At this point, there was less than thirty (30) days left in the discovery period set to expire on March 15, 2014. Hence, written discovery could not be procured as to the new parties even if served the same day their responsive pleadings were filed as there was not thirty (30) days available for them to respond, much less any time to address objections to the discovery or

seek to compel if necessary.² Furthermore, the newly added parties never served their mandatory Rule 26(a) disclosures, which also inhibited the discovery process.

The discovery period expired on March 15, 2014 without any order extending it. Thereafter, the Court granted the extension of fact discovery until April 30, 2014. However, this was done effective April 2, 2014. See, Exhibit B - April 1, 2014 Email from the Court reflecting that a Second Amended Scheduling Order had been signed extending fact discovery but that it would not be effective, processed and distributed until April 2, 2014. Hence, the problem persisted – less than thirty (30) days remained in the fact discovery period. The Third Amended Scheduling Order did not extend the fact discovery but addressed the immediate issue of depositions. On May 7, 2014, Defendants again sought assistance from the Court. The new evidence from the DOJ had been secured but was not yet available. In Defendants' proposed Fourth Amended Scheduling Order, Defendants sought to extend the fact discovery period proposing August 8, 2014 for the close of fact discovery. See, Motion to Extend p. 4 and the original proposed Fourth Amended Scheduling Order attached as **Exhibit C**. Although it appears that this proposed Order was inadvertently omitted from the Motion to Extend filed with the Court, it was served upon opposing counsel. It is clear from both the specific requests in the Motion to Extend and the suggested dates for extension of fact discovery in the proposed Fourth Amended Scheduling Order that all counsel were well aware that Defendants sought an extension of fact discovery. Moreover, Hamed later affirmed that he agreed to the Court's dates in the Fourth Amended Scheduling Order and would even agree as to the additional time that Defendants requested in their Motion to Clarify. Even without Hamed's prior assent to the

² Defendants again addressed the inability to pursue discovery on the newly added parties in their Reply to Plaintiff's Opposition to Defendants' Motion to Further Extend Scheduling Order Deadlines filed on March 5, 2014. Hence, this issue is not new and had been raised repeatedly.

extended time-frames, the sheer volume of the additional documents from the DOJ alone warranted the opening of fact discovery as set forth in the Motion to Extend justifying the Court's Fourth Amended Scheduling Order.³

II. Hamed Has No Standing To Object to Discovery Served Upon the Counterclaim Defendants.

Hamed files this Motion to Reconsider premised primarily upon his displeasure with the written discovery served on other parties - the counterclaim defendants. However, no additional written discovery has been served upon Hamed. Hence, Hamed has no basis to contend that the written discovery served upon the counterclaim defendants is onerous as it does not require any response on his part or place any burden on him. Furthermore, the entire case, which was brought by Hamed is based upon an oral partnership dating back to 1986. Hence, many of the disputed issues deal with matters and information stretching back to this period. Therefore, it should come as no surprise that discovery seeks to cover the period at issue in the case. Interestingly, Hamed did not object as to time and scope of discovery served on him which sought information relating back to the genesis of the partnership in 1986. In fact, Hamed provided information in support of his responses from 1984 through the present.⁴ Hence, Hamed previously had no issues with the disclosure of information relating back to 1986 and beyond. However, to the extent there are any objections to the time and scope of the written discovery

³ It should be further noted that when the Court crafted its own Fourth Amended Scheduling Order, its language was not identical to that proposed by Defendants. Rather, the Court specifically set forth that "[A]ll factual discovery, including written discovery and fact witness depositions, shall be completed by July 11, 2014." See, Fourth Amended Scheduling Order. Defendants' proposal simply stated "[A]ll fact discovery, including depositions, shall be completed by August 8, 2014." Hence, the Order the Court drafted on its own clarified that written discovery was specifically included in the extension of fact discovery. Therefore, Hamed's argument that the Court inadvertently extended the ability to pursue written discovery fails.

⁴ See, **Exhibit D** – select discovery responses from Hamed demonstrating information sought and provided from 1986 through the present.

served on the newly added counterclaim defendants, those objections are theirs to raise not Hamed's. Furthermore, such objections can be raised in the confines of the extended discovery period but do not provide a basis for reconsidering the extension.

III. Hamed Fails to Set Forth Any Grounds Upon Which Reconsideration Can Be Granted.

Motions for reconsideration are governed by LRCi 7.3, which states as follows:

A party may file a motion asking the Court to reconsider its order or decision. Such motion shall be filed within fourteen (14) days after the entry of the order or decision unless the time is extended by the Court. Extensions will only be granted for good cause shown. A motion to reconsider shall be based on:

1. intervening change in controlling law;
2. availability of new evidence, or;
3. the need to correct clear error or prevent manifest injustice.

O'Neal v. PMST, LLC, 2012 V.I. LEXIS 62 at *1 (Super. Ct. Dec. 3, 2012)(stating that LRCi 7.3 is applicable to proceedings in this Court); Bertrand v. Cordiner Enters., Inc., 2012 V.I. LEXIS 26 at *6 (Super. Ct. June 21, 2012). Courts will reconsider an order if manifest injustice will result from the order — that is, if the Court “overlooked some dispositive factual or legal matter that was presented to it.” Cabrita Point Dev., Inc. v. Evans, 52 V.I. 968, 975 [WL] (D.V.I. Sept. 30, 2009) (quoting In re Rose, No. 06-1818, 2007 U.S. Dist. LEXIS 64622, at *3 (D.N.J. Aug. 30, 2007)). Typically, manifest error will result when the Court commits “plain error.” Douglass v. United States Auto. Ass'n, 79 F.3d 1415, 1425 (5th Cir. 1996).

Not only has Hamed previously agreed to the extended period as well as the proposed extended period sought by Defendants in their Motion to Clarify, foreclosing his ability to now contest it, Hamed completely fails to address any of these bases for demonstrating that reconsideration is warranted. Perhaps this is so because there is no “intervening change in controlling law” or “availability of new evidence” or “the need to correct clear error or prevent

manifest injustice” so as to give rise to a basis for reconsideration. LRCi 7.3. If anything, not granting the extension would have denied the parties the ability to conduct meaningful discovery given the wealth of new information that is coming from the DOJ and the addition of new counterclaim defendants. The granting of the Court’s Fourth Amended Scheduling Order (to which Hamed has agreed) is the first time that more than thirty (30) days has existed in the fact discovery period since the addition of the new counterclaim defendants, affording Defendants the ability to serve written discovery with a proper response time as well as adequate time to address objections and contested issues. As explained by Defendants in their Motion to Clarify, given the volume of documents from the DOJ and time it will take to receive and absorb them, additional time beyond the Fourth Amended Scheduling Order is necessary. Hamed has already expressed his assent to either the times set forth in the Fourth Amended Order or the additional time in the proposed Fifth Amended Scheduling Order submitted by Defendants. See, Exhibit A. Further, service of basic discovery upon the counterclaim defendants is clearly warranted, especially in light of the fact that the counterclaim defendants have not even filed their initial, mandatory disclosures. Any objections to the discovery would be for the counterclaim defendants to raise and the objections, if any, can then be addressed as needed. Finally, additional time is needed to adequately address the volume of the DOJ documents as set forth in Defendants’ Motion to Clarify which additional information alone provides sufficient basis to extend the fact discovery period.

Conclusion

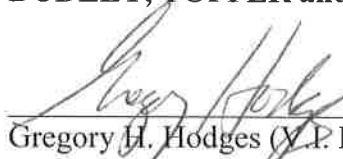
Because Hamed previously agreed to the extended times set forth in the Fourth Amended Scheduling Order as well as the additional time proposed by Defendants in their proposed Fifth Amended Scheduling Order, he is foreclosed from contesting the extension. In addition, for all

of the foregoing reasons there is no basis to reconsider the Court's extension of fact discovery and the Defendants respectfully submit that Hamed's Motion to Reconsider should be denied.

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: June 13, 2014

By:


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Attorneys for Fathi Yusuf and United Corporation

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AND FEUERZEIG, LLP**

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P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of June 2014, I caused the foregoing **Defendants' Opposition to Plaintiff's Motion for Reconsideration of the Court's Order Re-Opening Fact Discovery** to be served upon the following via e-mail:

Joel H. Holt, Esq.
Law Offices of Joel H. Holt
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi@aol.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
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1132 King Street
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Michelle Barker

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

MOHAMMAD HAMED, by his
authorized agent WALEED HAMED,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

WALEED HAMED, WAHEED
HAMED, MUFEED HAMED,
HISHAM HAMED,
and PLESSEN ENTERPRISES, INC.,

Counterclaim Defendants,

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

PLAINTIFF HAMED'S RESPONSE RE
DEFENDANTS' MOTION TO AMEND AND CLARIFY
THE FOURTH AMENDED SCHEDULING ORDER

The Plaintiff takes no position regarding this motion, as the revised dates set by the Court are fine with Plaintiff, as are the ones suggested by Defendants in this request for reconsideration. The Plaintiff does believe a brief telephonic conference may also help streamline some of the issues in this case, so perhaps any modified Order might include such a call as well.



Dated: May 23, 2014



Joel H. Holt, Esq.
Counsel for Mohammad Hamed
Law Offices of Joel H. Holt
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5000 Estate Coakley Bay, L-6
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CERTIFICATE OF SERVICE

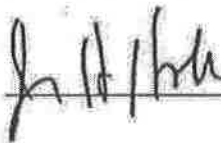
I hereby certify that on this 23rd day of May, 2014, I served a copy of the foregoing Motion by email, as agreed by the parties, on:

Nizar A. DeWood
The DeWood Law Firm
2006 Eastern Suburb, Suite 101
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Gregory H. Hodges
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Charlotte Perrell

From: Gregory H. Hodges
Sent: Tuesday, April 01, 2014 9:41 PM
To: Michele Barber
Subject: Fwd: Emergency Motion; MOHAMMAD HAMED, by his authorized agent WALEED HAMED v. FATHI YUSUF and UNITED CORPORATION, Civil No. SX-12-CV-370
Attachments: 140324.2d Amended Sched.Order.pdf; ATT00001.htm

Sent from my iPad

Begin forwarded message:

From: "Douglas A. Brady" <Douglas.Brady@visuperiorcourt.org>
Date: April 1, 2014 at 1:03:02 PM AST
To: "Henry L. Feuerzeig" <hfeuerzeig@dtflaw.com>, "Michael C. Dunston" <Michael.Dunston@visuperiorcourt.org>
Cc: "holtvi@aol.com" <holtvi@aol.com>, "Carl@carlhartmann.com" <Carl@carlhartmann.com>, "ghodges@dtflaw.com" <ghodges@dtflaw.com>, "dewoodlaw@gmail.com" <dewoodlaw@gmail.com>, "mark@markeckard.com" <mark@markeckard.com>, "kye@thewalkerlegalgroup.com" <kye@thewalkerlegalgroup.com>, Alida Krind <alida.krind@visuperiorcourt.org>, "Jmcvermontlaw@gmail.com" <Jmcvermontlaw@gmail.com>
Subject: RE: Emergency Motion; MOHAMMAD HAMED, by his authorized agent WALEED HAMED v. FATHI YUSUF and UNITED CORPORATION, Civil No. SX-12-CV-370

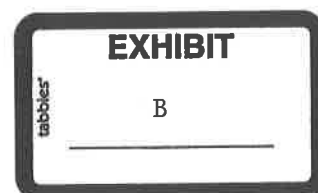
Counsel –

The attached Order was signed last Monday (3/24/14) but not processed by the Clerk's office before the Court was closed at midday. The Order should be entered and distributed tomorrow (4/2/14).

I am in receipt of the Emergency Motion of today (4/1/14) concerning extending the time for deposition of plaintiff Mohammad Hamed, and the Emergency Motion for Protective Order concerning depositions set for this week. Counsel are instructed to confer to attempt to resolve discovery scheduling and related issues within the confines of the Amended Scheduling Order, giving both sides through 4/30/14 to complete factual discovery.

In the hope and expectation that all discovery issues will be amicably resolved, I will for the present defer ruling on the motion to extend the Hamed deposition time and the motion for protective order. In light of the explained circumstances, my present inclination (but not order at this time) is to extend the Hamed deposition to provide one full day (7 hours) in addition to the time that was expended in yesterday's (3/31/14) deposition session.

Douglas A Brady



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

MOHAMMAD HAMED By His)
Authorized Agent WALEED HAMED,)
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Plaintiff/Counterclaim Defendant,))
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CORPORATION,)
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Defendants/Counterclaimants.)
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vs.)
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WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED,)
And PLESSEN ENTERPRISES, INC.,)
)

Counterclaim Defendants.)

CIVIL NO. SX-12-CV-370
ACTION FOR DAMAGES
INJUNCTIVE AND DECLARATORY
RELIEF.
(JURY)

SECOND AMENDED SCHEDULING ORDER

THIS MATTER is before the court on Defendants/Counterclaimants' "Motion to Further Extend Scheduling Order Deadlines," filed February 19, 2014, and Plaintiff's Opposition thereto, filed March 3, 2014. The premises having been considered, it is hereby

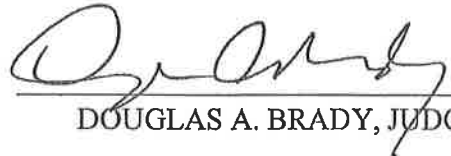
ORDERED discovery schedule and case deadlines are amended as follows:

- 1. FACTUAL DISCOVERY**
All factual discovery, including written discovery and fact witness depositions, shall be completed by **April 30, 2014**.
- 2. PLAINTIFF'S EXPERT REPORTS**
Plaintiff's expert disclosures pursuant to Federal Rules of Civil Procedure 26(a)(2), if any, shall be submitted by **May 30, 2014**.
- 3. MEDIATION.**
Mediation shall be completed no later than **June 15, 2014**.

4. **DEFENDANTS' EXPERT REPORTS**
Defendants' expert disclosures pursuant to Federal Rules of Civil Procedure 26(1)(2), if any, shall be submitted by **July 15, 2014**.
5. **STATUS CONFERENCE**
A Status Conference shall be held on **Monday, July 28, 2014 at 2:30 p.m.**, in Courtroom No. 211.
6. **EXPERT DEPOSITIONS**
Depositions of experts shall be completed by **August 30, 2014**.
7. **MOTIONS**
All dispositive motions shall be filed by **September 30, 2014**.
8. **FINAL PRETRIAL CONFERENCE**
A Final Pretrial Conference will be held on **Monday, November 24, 2014 at 9:00 a.m.**, in Courtroom No. 211.
9. **JURY SELECTION AND TRIAL**
Jury Selection and Trial shall take place on **Monday, December 1, 2014 at 9:00 a.m.**, in Courtroom No. 211. Finally, it is

ORDERED that all dates set forth in this Court's December 5, 2013 Amended Scheduling Order are VACATED.

DATED: March 24, 2014.


DOUGLAS A. BRADY, JUDGE

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: _____
Court Clerk Supervisor

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

MOHAMMAD HAMED, by his
authorized agent **WALEED HAMED**,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

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

Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

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

JURY TRIAL DEMANDED

FOURTH AMENDED SCHEDULING ORDER

THIS MATTER is before the Court on the Defendants' Emergency Motion To Further Extend Scheduling Order Deadlines. The premises having been considered, it is hereby

ORDERED that the discovery schedule and case deadlines are amended as follows:

1. FACTUAL DISCOVERY

All fact discovery, including depositions, shall be completed by August 8, 2014.

2. PLAINTIFF'S EXPERT REPORTS

Plaintiff's expert disclosures pursuant to Federal Rules of Civil Procedure 26(a)(2), if any, shall be submitted by August 18, 2014.

3. MEDIATION.

Mediation shall be completed no later than September 8, 2014.

EXHIBIT

C

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4. DEFENDANTS' EXPERT REPORTS

Defendants' expert disclosures pursuant to Federal Rules of Civil Procedure 26(a)(2), if any, shall be submitted by September 30, 2014.

5. STATUS CONFERENCE

A Status Conference shall be held on _____, October ____, 2014 at 2:30 p.m., in Courtroom No. 211.

6. EXPERT DEPOSITIONS

Depositions of experts shall be completed by October 31, 2014.

7. MOTIONS

All dispositive motions shall be filed by November 7, 2014.

8. FINAL PRETRIAL CONFERENCE

A Final Pretrial Conference will be held on Monday, November 24, 2014 at 9:00 a.m., in Courtroom No. 211.

9. JURY SELECTION AND TRIAL

Jury Selection and Trial shall take place on Monday, December 1, 2014 at 9:00 a.m., in Courtroom No. 211. Finally, it is

ORDERED that all dates set forth in this Court's April 22, 2014, Third Amended Scheduling Order are VACATED.

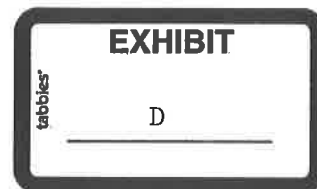
Dated: May , 2014

DOUGLAS A. BRADY, JUDGE

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: _____
Court Clerk Supervisor

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 RESPONSES TO DEFENDANT FATHI YUSUF'S FIRST REQUESTS
FOR THE PRODUCTION OF DOCUMENTS TO PLAINTIFF MOHAMMAD HAMED**

Plaintiff Mohammad Hamed, through his attorney, Joel Holt, responds to the correspondingly numbered paragraphs of Defendants' Document Requests to Plaintiff, as follows:

**PLAINTIFF'S GENERAL OBJECTIONS TO,
AND RESERVATIONS CONCERNING, DEFENDANTS'
FIRST SET OF DOCUMENT REQUESTS TO PLAINTIFF**

Plaintiff Mohammad Hamed, through his attorney, Joel Holt, asserts the following general objections to, and reservations concerning, Defendant's First Set of Document Requests to Plaintiff.

1. Plaintiff is producing the attached documents without admitting their relevancy, materiality, or admissibility. Further, Plaintiff reserves the right to object to the admissibility into evidence of any document he produces in response to a specific request.
2. Plaintiff objects to any specific request for the production of documents to the extent that it seeks any document or other information that is not relevant to this action, nor reasonably calculated to lead to the discovery of admissible evidence.
3. Plaintiff objects to any specific request for the production of documents to the extent that it is vague, ambiguous, overbroad, unintelligible or unduly burdensome so as to render it impossible for Plaintiff to respond in a reasonable manner or amount of time.
4. Plaintiff objects to any specific request for the production of documents to the extent that it seeks documents or other information from third parties. Plaintiff will respond to

such a request only to the extent that any requested document or information exists and is within Plaintiff's possession or control.

5. Plaintiff objects to any specific request for the production of documents to the extent that it seeks to impose obligations greater than those imposed by the Federal Rules of Civil Procedure, the Local Rules of this Court or the directions or customs of the presiding Judge.

6. Plaintiff objects to any specific request for the production of documents to the extent that it seeks any document or other information that is protected from discovery by the attorney-client privilege, the deliberative process privilege, and/or the work-product doctrine. See Exhibit B for a copy of Plaintiff's privilege log.

7. Plaintiff objects to any specific request for the production of documents to the extent that it seeks the production of "all" or "any and all" documents or other information because such a request is vague, unduly burdensome and overbroad.

8. Plaintiff reserves his right to supplement and otherwise amend his response to any specific request for the production of documents. Plaintiff will respond to such a request to the extent a reasonable search of Plaintiff's records provides the documents or other information the Defendants request.

**PLAINTIFF'S RESPONSES TO, SPECIFIC OBJECTIONS TO,
AND RESERVATIONS CONCERNING DEFENDANT FATHI YUSUF'S
FIRST SET OF DOCUMENT REQUESTS TO PLAINTIFF**

REQUEST FOR PRODUCTION NO. 1

1. Please produce all documents, reports, writing, recordings or electronic information which relate in any way to the allegations set forth in your Complaint and Amended Complaint and/or upon which you intend to rely upon in support of your claims.

RESPONSE TO PRODUCTION NO. 1

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached Exhibit A – List of Documents Produced.

REQUEST FOR PRODUCTION NO. 2

2. To the extent that any documents were referenced or utilized in formulating a response to the Interrogatories served herewith by Fathi Yusuf, please produce any and all such documents and indicate to which Interrogatory they correspond.

RESPONSE TO PRODUCTION NO. 2

Those documents are identified in the Plaintiff's interrogatory responses.

REQUEST FOR PRODUCTION NO. 3

3. Please produce a listing of any and all email addresses and cell phone numbers which you utilized or which were utilized by any of your family members on your behalf from 1986 through the present.

RESPONSE TO PRODUCTION NO. 3

None. Mr. Hamed does not utilize email.

REQUEST FOR PRODUCTION NO. 4

4. Please produce any and all communications between yourself and Fathi Yusuf, in any form including electronic communications, such as email and text messages, written form or by way of tape or digital recording or voicemail evidencing your alleged partnership with Fathi Yusuf as alleged in your Complaint and Amended Complaint.

RESPONSE TO PRODUCTION NO. 4

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 5

5. Please provide copies of all financial records, including statements of account for all operating, savings, credit, investment, trust, or escrow accounts, Hamed may have opened in any bank in the Virgin Islands, and outside, including but not limited to the country of Jordan, and the West Bank, Palestine from 1986 through the present.

RESPONSE TO PRODUCTION NO. 5

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 6

6. Please produce all documents, writings, and recordings relating to each exhibit you intend to introduce into evidence at the trial of this case.

RESPONSE TO PRODUCTION NO. 6

Those documents have not yet been identified and will be provided once they are determined.

REQUEST FOR PRODUCTION NO. 7

7. Please produce a copy of all city, state, territorial and federal, tax returns (and other required tax filings), filed by or on behalf of Hamed, for any and all personal income (or loss) for the years 1986 through present.

RESPONSE TO PRODUCTION NO. 7

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 8

8. Please produce a copy of all city, state, territorial and federal, tax returns (and other required tax filings), filed by, or on Hamed's behalf, for any and all business/professional income (or loss) for the years 1986 through present.

RESPONSE TO PRODUCTION NO. 8

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 9

9. Please produce all documents provided to your accountants from 1986 through the present either for the preparation of tax returns, bookkeeping services, the preparation of financial statements, or loan applications.

RESPONSE TO PRODUCTION NO. 9

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 10

10. Please produce copies of any and all bank account statements, for any and all bank accounts (foreign and domestic), held individually or jointly in Hamed's name, or the name of any entity in which Hamed had or contends to have a legal interest from 1986 through present.

RESPONSE TO PRODUCTION NO. 10

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 11

11. Please produce a list of all accounts holding stocks, bonds, securities, or other negotiable instruments, not otherwise identified and/or provided pursuant to the above requests, held in Hamed's name, and/or in the name of Hamed's wife, children, or other third parties, in part or whole, or in which Hamed has a financial, personal or business interest/stake from 1986 through the present.

RESPONSE TO PRODUCTION NO. 11

None.

REQUEST FOR PRODUCTION NO. 12

12. Please produce deed(s), contract(s), lease(s), or other similar documentary evidence of Hamed's alleged ownership of any interest in real property from January 1, 1986 to present (regardless if you have transferred, sold, or otherwise disposed of these assets).

RESPONSE TO PRODUCTION NO. 12

Plaintiff incorporates objections 1-7 herein by reference. Subject to the comment set forth in item 8 of the general objections and reservations, Plaintiff responds to this request as follows: with respect to specific responsive documents, Plaintiff makes reference to the attached **Exhibit A – List of Documents Produced**.

REQUEST FOR PRODUCTION NO. 13

13. Copies of all statements from any account, including all online based accounts, issued from January 1st, 1986 to present in connection with any brokerage accounts, relating to any stocks, bonds, stock options, debentures, and mutual funds, or other financial investment you may have had.

RESPONSE TO PRODUCTION NO. 13

None.

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 *Idhelleh* 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

Mohammed Hamed v. Faisal Yusuf, et al.

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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