

Defendants' Supplemental Rule 26(a)(1)(A) Disclosures

Hamed v. Yusuf, et al.

Civil No. STX-12-cv-370

Page 2

2. Adnan Rahhal. Mr. Rahhal may have information relative to loans and payments made to Wally Hamed.
3. Adnan S. Alhamed. Mr. Alhamed may have information relative to loans and payments made to Wally Hamed.
4. Eustace S. Roper. Mr. Roper may have information relative to loans and payments made to Wally Hamed.
5. Fawzi Asad. Mr. Asad may have information relative to loans and payments made to Wally Hamed.
6. Maher F. Abukias. Mr. Abukias may have information relative to loans and payments made to Wally Hamed.
7. Mike Abukeis. Mr. Abukeis may have information relative to loans and payments made to Wally Hamed.
8. Tashin Hamed. Mr. Hamed may have information relative to loans and payments made to Wally Hamed.

II. Disclosures Under Fed. R. Civ. P. 26(a)(1)(A)(ii).

The following documents may be used to support Defendants' asserted claims or defenses:

- 1) Scotiabank account records received in response to a Subpoena Duces Tecum, attached and designated FY 010987 - 011468;
- 2) Banco Popular account records received in response to a Subpoena Duces Tecum, attached and designated FY 011469 – 012055;
- 3) Banco Popular account records on CD (titled Acct. 194602753- Waleed Hamed) received in response to a Subpoena Duces Tecum, attached and

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designated FY 012056;

- 4) Banco Popular account records on CD (titled Acct. 194602753- Waleed Hamed) received in response to a Subpoena Duces Tecum, attached and designated FY 012057;
- 5) Special Warranty Deed and Agreement of Sale of Stock related to Y & S Corporation, Inc., attached and designated FY 012058 – 012065;
- 6) Checks exchanged for removal of cash from Plaza Extra safe, attached and designated FY 012066 - 012069.

III. Disclosures Under Fed. R. Civ. P. 26(a)(1)(A)(iii).

1. The specific calculation of the outstanding rent obligations have been set forth in detail in various pleadings and affidavits filed in this action including Defendants' Motion for Partial Summary Judgment as to Rent and the August 12, 2014 Affidavit of Fathi Yusuf with its attachments. See Exhibit A – August 12, 2014 Affidavit of Fathi Yusuf with attachment. Said pleadings are specifically incorporated herein by reference as if fully set forth herein verbatim as setting forth the calculations of damages for the outstanding rent obligations. Further, Defendants retain their claims to the increased rent amounts as set forth and calculated in the correspondence provided monthly to Hamed, copies of which are attached to the August 12, 2014 Affidavit of Fathi Yusuf.
2. The specific calculations and supporting documentation for the claims against Mohammed Hamed, Waleed Hamed, Mufeed Hamed and Hisham Hamed have previously been produced pursuant to the documents provided on January 8, 2014 in various binders for each individual. A log as to the specific documents produced is

attached hereto for reference as to the documents produced. See Exhibit B. Such calculations may be subject to updating and adjustment as additional information is received from the parties in response to requests, from Defendants and from the documents formerly held by the Department of Justice, and from third party sources such as financial institutions. Both the Department of Justice Documents and the documents received from Third Parties have also been produced in this litigation and are being produced as received.

3. As to a full and final accounting as between the partners, such accounting on behalf of Yusuf will be provided to the master appointed in the case under the procedure required by the Court in its Order of September 18, 2014 appointing the master. The Order requires the master to oversee the wind up process which includes the review of proposed accountings to be submitted by the parties.

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: September 30, 2014

By:



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Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of September, 2014, I caused the foregoing **Defendants' Supplemental Rule 26(a)(1)(A) Disclosures** to be served upon the following via email and U.S. Mail, postage prepaid:

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Michele 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**,

Additional Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

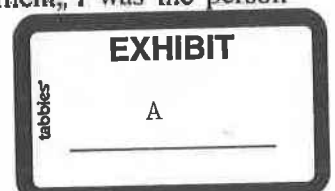
ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

JURY TRIAL DEMANDED

DECLARATION OF FATHI YUSUF

I, Fathi Yusuf, pursuant to 28 U.S.C. §1746 and Super. Ct. R. 18, declare under the penalty of perjury, that:

1. Mohammad Hamed ("Hamed") and I agreed to carry on a supermarket business (the "Plaza Extra Stores") that eventually grew into three locations, including the first of three stores, Plaza Extra-East, which opened in April 1986. Plaza Extra-East was and is located in United Plaza Shopping Center owned by United Corporation ("United"), of which I am the principal shareholder. Under the business agreement between Hamed and me that I now describe as a partnership, profits would be divided 50-50 after deduction for rent owed to United, among other expenses. Under our business agreement, we also agreed that rent would accrue until such time as I decided that our business accounts should be reconciled. The reconciliation of business accounts would not only involve payment of accrued rent, but also advances that each of us had taken by withdrawing money from the store safe(s). Under our agreement, I was the person



responsible for making all decisions regarding when the reconciliation would take place and hence when the rent would be paid. Hamed and I agreed at the outset that the rent would be calculated at a rate of \$5.55 per square foot for what is referred to as Bay 1, the primary space comprising the Plaza Extra-East store, which originally covered 33,750 square feet

2. Our decision to allow rent to accrue for some number of years before paying it was intended to enable the business to retain capital needed to grow the business.

3. This method of allowing rent to accrue for a number of years before being paid was important for the growth of the supermarket business for a number of reasons. First, at the time of the formation of the business agreement, the initial store, Plaza Extra-East, in St. Croix, was still in development. We thereafter made plans to open a second supermarket in St. Thomas (the store now known as Plaza Extra-Tutu Park), and it opened in October 1993. Later, we made plans to open a third grocery store in St. Croix (the store now known as Plaza Extra-West), and it opened in 2000. Construction began in 1998 and finished in 2000. Keeping money in the business for multi-year periods, rather than paying rent to United in monthly or even annual rent payments, ensured that the business would have the capital to establish and grow the stores in very challenging economic conditions.

4. For reasons discussed in more detail below, there has been only one reconciliation of accounts since our business agreement was formed, and it occurred at the end of 1993. The rent payment due from 1986 through December 31, 1993 was paid by means of a setoff on an account that reflected credits and debits made between Hamed and me. Specifically, Hamed's one-half portion of the rent was paid by means of a setoff against amounts I owed him by virtue of some large withdrawals I had made in preceding years.

5. In 1992, the Plaza Extra-East store burned down. As with all tenants in the United Shopping Plaza, the insurance policy on Bay 1 was paid to the property-owner, United. United decided to expand Bay 1 by purchasing an adjacent acre of land for \$250,000. I used \$100,000 of my personal funds and the balance was paid with insurance proceeds United received as the insured under a policy of insurance, which is required of all tenants of United Shopping Plaza. At that time, I agreed with Hamed, through his son, Waleed, to continue operating the Plaza Extra – East supermarket in Bay 1 of United Shopping Plaza. I further agreed to keep the rent at the much lower-than market rate of \$5.55 per square foot for a ten-year period. Specifically, I told Hamed that we would keep that rate in place for the ten years following the date the rebuilt store opened for business.

6. The Plaza Extra-East store was reopened in May 1994. The Plaza Extra-Tutu Park store had just opened in October 1993. Around the time that the Plaza Extra-East store reopened, I was arranging a Scotiabank loan to United for approximately \$5,000,000 for the benefit of the partnership. The loan was guaranteed by my wife and me, and it was secured by our home on St. Croix and by United's shopping center in St. Croix. Because money was short, Hamed and I agreed not to have the rent withdrawn, and to simply continue to accrue rent until such time as I made a demand.

7. Some time in 2002 or 2003, I began discussions with Waleed Hamed regarding how the rent would be calculated for Plaza Extra-East after the expiration of the ten-year period during which the \$5.55/square foot rent formula was in place. During those discussions, we recognized, as before, that the prior rent was far below fair market value, and the decision was made to set the rent based on a percentage of sales formula using the yearly sales of Plaza Extra-Tutu Park. Total payments made to that store's landlord, Tutu Park, Ltd., for a given year were to

be divided by sales for the same year at that store to determine a percentage, and that percentage was then applied to the sales at Plaza Extra-East to determine the rent to be paid by Plaza Extra-East to United for that year. There is no dispute concerning the formula for calculating the rent for Plaza Extra-East from May 2004 forward, since rent based upon that agreed formula was paid via a check signed by Waleed Hamed on February 7, 2012 in the amount of \$5,408,806.74, covering the period from May 5, 2004 to December 31, 2011. A calculation of the rent based on this formula and a copy of the check in the amount of \$5,408,806.74 is attached as Exhibit A.

8. Between 1994 and 2004, we discussed the rent issues on several occasions. We both agreed to continue accruing the rent because of the need for more capital for the then new St. Thomas store, and for the construction of the Plaza Extra – West store between 1998 and 2000. Between 2002 and 2003, I discussed with Hamed the new rental rate for the Plaza Extra – East store beginning May 5th, 2004. Also, in 2004, at about the time the new agreed-upon rent formula became effective, Waleed Hamed, acting on behalf of his father, and I discussed payment of the rent that had accrued since May 1994 at the \$5.55 per square foot rate. At the time, we were then embroiled in the criminal case, and all of the Plaza Extra accounts were frozen by an injunction. As a result, I made a decision and Waleed Hamed, on behalf of Hamed, agreed, that there was no prospect for the payment of the rent owed for the period since the last payment of rent and that payment of that rent would continue to be deferred. In addition, even if the ability to collect the rent had not been not blocked by the injunction, I was unable to calculate the rent for the second rental period and to do a full reconciliation of the partnership accounts, as I did not have the book of accounting entries called the “black book,” and also did not have the comprehensive, larger ledger showing advances against the partnership that Hamed and I had taken by means of withdrawals from store safes. The FBI had seized substantially all of the financial and accounting

records of the Plaza Extra Stores, including these items, when it conducted its raid on the stores in October 2001. Among other things, the black book reflected the exact date of the last rent payment, information I needed to accurately determine when the rent for the second period had begun accruing. And the larger ledger reflected the debits and credits between the two partners (for the funds taken by them and members of their families from the store safes in the form of advances against partners' accounts). I had no recollection (and neither did Hamed) of exactly what dates the rent for the preceding period had covered, and indeed was not sure whether it ended in 1992, 1993 or 1994. We therefore needed to consult the black book to determine the start date for the subsequent rental period, which in turn would affect the amount of rent that had accrued since the last payment. Waleed Hamed and I agreed that rent would be allowed to continue to accrue until it was possible to calculate the amount of rent due and make the payment. Another consideration that counseled in favor of letting the rent continue to accrue, rather than paying it, is that our criminal defense lawyers did not want us to take any actions that supported the existence of a partnership as the owner of the Plaza Extra Stores.

9. In the latter part of 2011 and early 2012, the injunction in the District Court criminal proceeding had been relaxed sufficiently to permit a payment for rent that had accrued to that date from the date of the last payment. However, the original problem regarding the absence of the records to accurately calculate the rent for the period ending in 2004, and to conduct a full reconciliation of the rents from the date of the last reconciliation, remained unresolved because of the absence of the black book and the ledger. Neither of these items had been returned. I did not want to either understate or overstate the rent amount, but wanted the dollar amount of rent to be exactly correct. By contrast, we did not need the black book to pay the rent covering the period

from May 5, 2004 to December 31, 2011, as we knew that the new rent rate was in effect for that time period.

10. In early 2012, I discussed with Waleed Hamed the payment of accrued rent, and we agreed that the May 5, 2004 to December 31, 2011 portion of the accrued rent should be paid, while the portion preceding that would be deferred. Waleed acknowledged that we could not pay all of the rent that had accrued from the date of last payment in 1993 to May 5, 2004, as we still had not recovered the black book to determine the exact starting point for that period, and there also were insufficient funds in the operating account to pay the rent due for the ten year period of January 1, 1994 to May 5, 2004. During that conversation in 2012, Waleed Hamed agreed that rent was owed for that period, and agreed that it would be paid once the black book was recovered and a proper calculation could be made, and when sufficient funds are available. Shortly after that discussion, the rent for the period May 5, 2004 to December 31, 2011 in the amount of \$5,408,806.74 was paid by a check signed by Waleed. See Exhibit A. The reason why the rent for the May 5, 2004 to December 31st, 2011 paid was paid before the rent for the January 1994 to May 5, 2004 period was that information regarding the exact starting date for that prior period was not available, while the period of May 5, 2004 to December 31, 2011 was certain as to start and end dates.

11. My son, Yusuf, found the black book in early 2013, among a large number of documents that were returned to us by the FBI. After receipt of the black book, at my instruction, the attorney for United and me sent a letter dated May 17, 2013 to Hamed's attorney requesting payment of the past due rent, as we then were able to properly calculate the dollar amount. See letter attached as Exhibit B. This letter contained errors in the amount of the outstanding unpaid rent that are corrected by the calculations set forth in this declaration. On May 22, 2013, counsel

for Hamed wrote a letter to my and United's counsel in which he advised that his client was now taking the position that because of the statute of limitations, profits did not have to be determined by deducting the unpaid rent for the 1994 to 2004 period. See letter attached as **Exhibit C**. Until receipt of this letter, nobody on the Hamed side had ever challenged or otherwise disputed this rental obligation or the terms of our partnership agreement that required rent to be deducted in order to determine profits.

12. I received a partial copy of the FBI file, records, and documents electronically produced and stored on a hard drive in approximately mid-2010. When these documents were initially returned, I had no reason to suspect any wrongdoing by Hamed, Waleed Hamed or any other members of the Hamed family. Later in 2010, as I reviewed these documents, I discovered certain documents that led me to believe that Hamed and his son, Waleed, may have taken monies without my knowledge. In 2012, I discovered the tax returns for Waleed Hamed for various years, which reflected more than \$7,500,000 in stocks and securities owned by Waleed Hamed. I knew Waleed's salary as a Plaza Extra store manager, and knew that he had no other employment or source of income. I believed there was no way he could have legitimately accumulated that much wealth, but for having taken money from the partnership without telling me or making a record of it.

13. As to the primary space occupied by the Plaza Extra-East store, Bay 1, rent is due for two basic periods: a) 1994 – 2004, and b) 2012 through the present. Additional rent is due for limited periods when Plaza Extra-East used additional space for extra storage and staging of inventory.

14. The rent as to Bay 1 can be divided into four periods, two of which have been paid and two of which remain unpaid: 1) 1986 through December 1993 was paid as of December 31, 1993;

2) January 1, 1994 through May 4, 2004 has *not* been paid; 3) May 5, 2004 through December 31, 2011 was paid as of February 7, 2012; and 4) January 1, 2012 to date has *not* been paid.

15. The rent for Bay 1 from January 1, 1994 to May 4, 2004 ("Past Due Rent") is due and owing. The Past Due Rent is \$3,999,679.73.

16. The rent for Bay 1 from January 1, 2012 to the present is due and owing. Although beginning in 2004 rent for Bay 1 was calculated on the basis of percentage of sales formula discussed above, once the disputes between the parties intensified, United sent a termination notice and requested the premises to be vacated. When Hamed refused to vacate despite receiving more than 1 year's notice to vacate, United provided written notice of rent increases. Beginning on January 1, 2012 through March 31, 2012, rent was increased to \$200,000.00 per month plus 1% per month interest on the unpaid balance. Copies of the three Notice Letters from United are attached as **Exhibit D**. Beginning on April 1, 2012, rent was further increased to \$250,000.00 per month plus 1% per month interest on the unpaid balance. See Exhibit D. The total amount of the increased rent from January 1, 2012 through August 30, 2014 is \$9,155,371.52, as set forth in the latest notice letter. See Exhibit E.

17. While United claims the authority to require payment of the increased rent as set forth in the preceding paragraph, there is no dispute that rent is due from January 1, 2012 to date at least in the amount based on the same percentage of sales formula used to calculate the rent payment covering the period May 5, 2004 to December 31, 2011 that was made on February 7, 2012. Although United reserves its right to pursue its claims for the increased rent as to Bay 1 at trial, it is seeking summary judgment only for the undisputed rent calculated according to the same formula used for the previous payment of rent on February 7, 2012 of \$5,408,806.74, which is the

formula used at Plaza Extra – Tutu Park. See Exhibit F, which are the rent calculations that I prepared. See Exhibit F.

18. For 2012, the undisputed rent due is \$702,908. See Exhibit F, p.1.

19. For 2013, the undisputed rent due is \$654,190.09. See Exhibit F, p. 2.

20. For the period from January 1, 2014 through August 30, 2014, the undisputed rent due is \$452,366.03. This amount was calculated by adding the rent for 2012 and 2013 and dividing that sum by 24 months in order to determine an average monthly rent, which is then multiplied by 8, representing the eight months from January through August 30, 2014 ($\$702,908 + 654,190.09 = \$1,357,098.09 \div 24 = \$56,545.75 \times 8 = \$452,366.03$). The total undisputed Current Rent is the sum of \$702,908, \$654,190.09 and \$452,366.03, which is \$1,809,464.12.

21. At periodic points in time, additional space was used by Plaza Extra-East for extra storage and staging of inventory. United has made demand for the rent covering the additional space actually occupied by Plaza Extra-East, but no payment has been received to date.

22. For the period from May 1, 1994 through July 31, 2001, Plaza Extra-East has occupied and owes rent for Bay 5 (“Bay 5 Rent”). The Bay 5 Rent is calculated by multiplying the square feet actually occupied (3,125) by \$12.00 for 7.25 years. The total due for Bay 5 Rent is \$271,875.00.

23. For the period from May 1, 1994 through September 30, 2002, Plaza Extra-East has occupied and owes rent for Bay 8 (“First Bay 8 Rent”). The First Bay 8 Rent is calculated by multiplying the square feet actually occupied (6,250) by \$6.15 for 8 years, 5 months. The total due for First Bay 8 Rent is \$323,515.63.

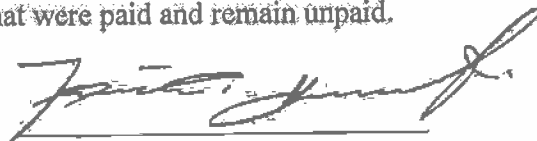
24. For the period from April 1, 2008 through May 30, 2013, Plaza Extra-East has occupied and owes rent for Bay 8 (“Second Bay 8 Rent”). The Second Bay 8 Rent is calculated by

multiplying the square feet actually occupied (6,250) by \$6.15 for 5 years, 2 months. The total due for Second Bay 8 Rent is \$198,593.75.

25. The total amount due for Bay 5 Rent, First Bay 8 Rent, and Second Bay 8 Rent is \$793,984.38.

26. The total outstanding, unpaid rent for all the space used by Plaza Extra-East from January 1, 1994 through August 30, 2014 is \$6,603,122.23, excluding the "disputed" increased rent from January 1, 2012 through the present. Exhibit G is a Chronology of Rents, which accurately reflects the history of the rents that were paid and remain unpaid.

Dated: August 12, 2014



Fathi Yusuf

United Corporation dba Plaza Extra

Tutu Park Store Sales:

1-1-2004 to 12-31-2004	32,323,902.88
Less: 1-1-2004 to 5-4-2004	-10,849,029.02
Sales 5-5-2004 to 12-31-2004	<u>21,474,873.86</u>

Tutu Park Store:

Paid Rent, Water, & Property Tax	263,577.53
Paid 1.5% Overage	<u>71,914.23</u>
5-5-2004 to 12-31-2004	335,491.76

1-1-2005 to 12-31-2005	515,361.54
1-1-2006 to 12-31-2006	590,533.60
1-1-2007 to 4-1-2007	255,699.33
4-2-2007 to 12-3-2007	468,689.55
1-3-2008 to 12-5-2008	540,180.12
1-5-2009 to 12-10-2009	529,799.66
1-6-2010 to 12-3-2010	527,565.40
1-1-2011 to 12-31-2011	<u>541,175.61</u>

Rent, etc. 5-5-2004 to 12-31-2011	4,304,496.57
Parking Lot Cleaning	<u>126,000.00</u>
Total Amount Paid	4,430,496.57 a

Tutu Park Store Sales:

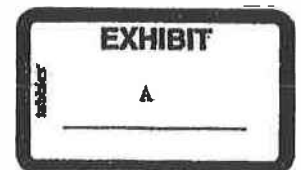
5-5-2004 to 12-31-2011	261,474,323.91
Portion of Sales - Rented building	<u>217,895,269.93</u> b
Portion of Sales - Area built by Plaza	43,579,053.98

Total Paid as a % of Sales (Rented Bldg.) = a/b 2.0333147073%

Sion Farm Sales:

Sion Farm Sales 5-5-2004 to 12-31-2011	273,884,222.70
Less: R/X	<u>-7,874,897.13</u>
	266,009,325.57

Calculated Rent as a % of Sales Sion Farm S 5,408,806.74




64866

UNITED CORPORATION DASHA PLAZA EXTRA
UNITED SHOPPING PLAZA

Check Number: 64866
Check Date: Feb 7, 2012

Check Amount: \$5,408,806.74
Discount Taken
Amount Paid
\$ 408,806.74

Item to be Paid - Description
Rent - Sica Farm

UNITED CORPORATION DASHA PLAZA EXTRA 4C & 4D ESTATE SICA FARM CHRISTIANSTED, VI 00821 (340) 778-0240 (340) 719-1870		BANCO POPULAR DE PUERTO RICO 01-802618	64866 DATE Feb 7, 2012
Five Million Four Hundred Eight Thousand Eight Hundred Six and 74/100 Dollars		AMOUNT \$ 5,408,806.74	PAY TO THE ORDER OF: UNITED SHOPPING PLAZA P.O. BOX 783 C-SPEED ST. C ROY, VI 00821
MEMO: PLAZA EXTRA (SICA FARM) RENT		VOZ AFTER 90 DAYS  AUTHORIZED SIGNATORY	
#064866# 6026506674# 696m348830#		Security Features Included	

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BY: FIRST CLASS MAIL & EMAIL ONLY

May 17, 2013

**Joel Holt, Esq.
2132 Company Street
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Re: Rent Due – Plaza Extra – East Operations

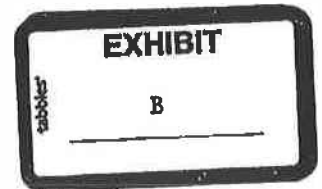
Dear Attorney Holt,

On behalf of United Corporation, the following is a notice of the value of rents due as follows:

Rent due for Plaza Extra – East	
Bay No. 1 January 1, 1994 through April 4, 2004	
69,680 SQ. FT. at \$5.55 10 years and 95 days	Balance Due \$3,967,894.19
Bay No. 5 May 1, 1994 through October 31, 2001	
3,125 SQ. FT. at \$12.00 6 years and 184 days	Balance Due \$243,904.00
Bay No. 8 April 1, 2008 through May 30, 2013	
6,250 SQ. FT. at \$12.00 5 years and one month	Balance Due \$381,250.00
	Total Amount Due <u>\$4,593,048.19</u>

These amounts are undisputed, and have been outstanding for a very long time - before 2012. This amount does not reflect the rent increase requested and noticed to Mohammed Hamed since January 1, 2012. We reserve our client's right for the additional rents due and owing based on the rent increase after January 1, 2012. Kindly review the amount with your client, and advise when a check can be issued. Thank you.

Nizar N. DeWood
Sincerely,
Nizar N. DeWood, Esq.



FY 004004

JOEL H. HOLT, ESQ. P.C.

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Christiansted, St. Croix
U.S. Virgin Islands 00820

Tel: (340) 773-8709
Fax: (340) 773-8677
E-mail: holtvt@aol.com

May 22, 2013

Nizar A. DeWood
The Dewood Law Firm
2008 Eastern Suburb, Suite 101
Christiansted, VI 00820

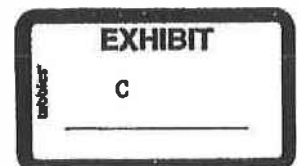
By Email and Mail

Re: Plaza Extra

Dear Attorney DeWood:

In response to your letter dated May 17, 2013, regarding "Rent Due" for Bay Nos. 1, 5 and 8, my clients have authorized me to respond as follows:

1. **Bay No. 1-**The rent claimed is for the time period between 1994 and 2004. There was never any understanding that rent would be paid for this time period, much less at that rate. In any event, this inflated claim is clearly barred by the statute of limitations.
2. **Bay No. 5-**The rent claimed for the time period between 1994 and 2001 is for vacant space was used without charge until a tenant could be located. Thus, there was never any agreement to pay rent for this space either. In fact, the rate your client is attempting to charge is grossly inflated as well. In any event, this claim is also barred by the statute of limitations.
3. **Bay No. 8-**The rent claimed for this Bay was never agreed to, as the items stored there were removed from a space in a trailer where everything was just fine. Moreover, no one would agree to pay the amount you claim is due for warehouse storage. The fact that this amount is even being sought confirms that Fathi Yusuf should no longer be a partner in the Plaza Extra supermarkets, as it is a breach of the duty of good faith and fair dealing (that every partner owes the partnership) when you try to extort money from your own business. In any event, these items will be removed from Bay 8 to the second floor of the store since your client now wants to charge rent for this space.



Ever since your clients lost the preliminary injunction hearing, they have done everything they can to undermine the partnership. Your clients' belated claim for inflated amounts of back rent (that were never agreed to) is just another example of your clients' continued efforts to try to undermine the Court's Order.

Yours,



Joel H. Holt

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St Croix, USVI 00821
Phone (340) 778-6240

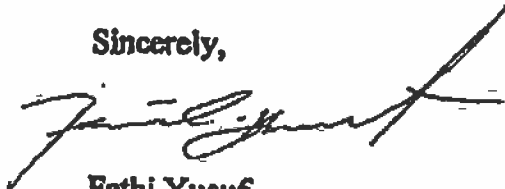
January 12, 2012

Mr. Mohamed Hamed,

During the month of September 2009, I had a discussion with your son Wally, and within two days I repeat the same request while you were present that United Corporation would like to have its location back. Unfortunately, up to now, I have not seen that you give up the keys.

Therefore as of January 1, 2012 the rent will be \$200,000.00 per month, only for the coming three months. If you do not give up the keys before the three months, it will be \$250,000.00 per month until further notice.

Sincerely,



Fathi Yusuf



FY 004000

UNITED CORPORATION
4C & 4D Sion Farm
St Croix, USVI 00821
Phone (340) 778-6240

January 13, 2012

Mr. Mohamed Hamed,

Based on my father's phone call this morning, yesterday's letter (Jan 12, 2012) should read as follows; "During the month of September 2010 (not 2009)... I had a discussion with your son Wally, and within two days I repeat the same request while you were present that United Corporation would like to have its location back. Unfortunately, up to now, I have not seen that you give up the keys".

"Therefore as of January 1, 2012 the rent will be \$200,000.00 per month, only for the coming three months. If you do not give up the keys before the three months, it will be \$250,000.00 per month until further notice".

I am sorry for the error, he was hurrying to catch a plane.

Sincerely,


Najeh Yusuf
for Kathi Yusuf

CC: Wally Hamed

FY 004001

United Corporation
4-C & 4-D Estate Ston Farm
P.O. Box 763
Christianssted, VI 00820

Date: January 19, 2012

****VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED****

Mohammad Abdul Qader Hamed
Plaza Extra Supermarket
4-C & 4-D Estate Ston Farm
Christianssted, V.I. 00820

Re: **- NOTICE & CONFIRMATION OF INCREASED RENT FOR PLAZA EXTRA -
STON FARM - FOR THE PERIOD OF JANUARY 1, 2012 THROUGH JUNE 30,
2012.**
**- NOTICE OF LEASE TERMINATION FOR PLAZA EXTRA - STON FARM
AS OF JUNE 30TH, 2012.**

Dear Mr. Hamed,

This notice is to confirm the increased rent for the above referenced premises. As you will know, I have given both you and your son Waleed Hamed oral notice in September 2010 to vacate the premises. At that time, I have advised you that the rent will increase to Two Hundred Thousand Dollars (\$200,000.00) per month for each of the first three months of January, February, and March, 2012. Thereafter, the rent shall increase to Two Hundred & Fifty Thousand Dollars (\$250,000.00) each month commencing April 1, 2012 through June 30th, 2012. The last date for this lease is June 30th, 2012. There will be no additional extensions of tenancy to Plaza Extra - Ston Farm.

An orderly inspection will be done to evaluate the condition of the premises. Kindly, advise as to when you are available to conduct an inspection, and to inventory all fixtures and improvements that will remain on the premises. Should you have any concerns regarding this notice, or any other matters concerning this lease, please ensure that same be made in writing.

Page | 1

FY 004002

and delivered by way of certified mail, return receipt requested to the address above. Thank you
for your prompt attention in this matter.

Sincerely,

United Corporation

By: 

Fahri Yusuf, CEO

UNITED CORPORATION
PLAZA EXTRA
 U.S. VIRGIN ISLANDS
 PHONE: 340-720-1070 FAX: 340-720-1074

Plaza Extra TuTu Park Mall Sales From 01-01-2012 To 12-31-2012	31,075,735.56	
Less 10,000 SQ.FT Build Area by Plaza	(5,157,798.43)	
Leased Area Of 50,250 SQ.FT.	<u>25,917,937.13</u>	A
Total Amount Paid to TuTu Park Parking Lot Cleaning	495,877.27 18,000.00	
Total Cost Of Rent & Parking	<u>513,877.27</u>	B
B/A Rent	<u>1.982708992%</u>	C
Plaza East Sales	35,931,601.41	
Pharmacy Rent 3,000 Monthly	<u>36,000.00</u>	
Total Sales & Rent	35,967,601.41	
Less Pharmacy Sales	<u>(515,701.87)</u>	
Net Sales Plaza East in 2012	<u>35,451,899.54</u>	D
Rent Due IN 2012 :		
D X C	<u>702,908.00</u>	



UNITED CORPORATION
PLAZA EXTRA
17 W. VIRGIN ISLANDS
PHONE: 649-739-1070 FAX: 649-739-1073

Plaza Extra TuTu Park Mall Sales From 01-01-2013 To 12-31-2013	30,385,544.66	
Less 10,000 SQ.FT Build Area by Plaza	(5,042,911.98)	
Leased Area Of 50,250 SQ.FT.	<u>25,340,632.68</u>	A
Total Amount Paid to TuTu Park Parking Lot Cleaning	462,673.60 18,000.00	
Total Cost Of Rent & Parking	<u>480,673.60</u>	B
B/A Rent	<u>1.895849246%</u>	C
Plaza East Sales	34,938,818.47	
Pharmacy Rent 3,000 Monthly	36,000.00	
Total Sales & Rent	<u>34,974,818.47</u>	
Less Pharmacy Sales	(486,569.56)	
Net Sales Plaza East In 2013	<u>34,488,248.91</u>	D
Rent Due IN 2013 :		
D X-C	<u>654,190.09</u>	

CHRONOLOGY OF RENTS

Timeline	Bay 1	Bay 5	Bay 8
1986	Paid as of December 31, 1993	Not Utilized	Not Utilized
1987	Paid as of December 31, 1993	"	"
1988	Paid as of December 31, 1993	"	"
1989	Paid as of December 31, 1993	"	"
1990	Paid as of December 31, 1993	"	"
1991	Paid as of December 31, 1993	"	"
1992	Paid as of December 31, 1993	"	"
1993	Paid as of December 31, 1993	"	"
1994	Unpaid - Due	Beginning May 1, 1994 - Unpaid - Due	Beginning May 1, 1994 - Unpaid - Due
1995	Unpaid - Due	Unpaid - Due	Unpaid - Due
1996	Unpaid - Due	Unpaid - Due	Unpaid - Due
1997	Unpaid - Due	Unpaid - Due	Unpaid - Due
1998	Unpaid - Due	Unpaid - Due	Unpaid - Due
1999	Unpaid - Due	Unpaid - Due	Unpaid - Due
2000	Unpaid - Due	Unpaid - Due	Unpaid - Due
2001	Unpaid - Due	Thru July 31, 2001 Unpaid - Due (Balance Due for this period: \$271,875.00)	Unpaid - Due
2002	Unpaid - Due	Not Utilized	Thru Sept. 30, 2002 Unpaid - Due (Balance Due for this period: \$323,515.63)
2003	Unpaid - Due	"	"
Jan. 1, 2004- May 4, 2004	Unpaid - Due (Balance Due for this period: \$3,999,679.73)	"	"
May 4, 2004- Dec. 31, 2004	Paid as of February 7, 2012	"	"
2005	Paid as of February 7, 2012	"	"
2006	Paid as of February 7, 2012	"	"
2007	Paid as of February 7, 2012	"	"
2008	Paid as of February 7, 2012	"	Beginning April 1, 2008- Unpaid - Due
2009	Paid as of February 7, 2012	"	Unpaid - Due
2010	Paid as of February 7, 2012	"	Unpaid - Due
2011	Paid as of February 7, 2012	"	Unpaid - Due
2012	Unpaid - Due*	"	Unpaid - Due
2013	Unpaid - Due*	"	Thru May 30, 2013 Unpaid - Due (Balance Due for this period: \$198,593.44)
January 1, 2014 - Present	Unpaid - Due* (Balance Due for this period (excluding increased rent): \$1,696,362.61)	"	"
Subtotal:	\$5,696,042.34	\$271,875.00	\$522,109.38
TOTAL DUE:	Bay 1, 5 and 8: \$6,490,026.72		



**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

v.
FATHI YUSUF and UNITED CORPORATION,
Defendants/Counterclaimants,

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

v.
WALEED HAMED, WAHEED HAMED,
MUEEED HAMED, HISHAM HAMED,
PETER'S FARM INVESTMENT
CORPORATION, PLESSEN ENTERPRISES,
INC., SIXTEEN PLUS CORPORATION, and
Y & H INVESTMENTS, INC.,
Additional Counterclaim Defendants.

JURY TRIAL DEMANDED

FATHI YUSUF's DISCOVERY PRODUCTION LOG - CORRECTED
In Response to Plaintiff's 1st RPDs
(January 9, 2014)

<u>Response No:</u>	<u>How Produced</u>	<u>Bates@ Stamp</u>	<u>Date Produced:</u>
3.	Resp to RPDs SX-12-cv-370	FY 003615 - FY 003627	01-08-2014
4.	Resp to RPDs	FY 003743 - FY 004121	01-08-2014



<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
	SX-12-cv-370		
4.	Resp to RPDs SX-12-cv-370	FY 004211 – FY 004245	01-08-2014
4.	Resp to RPDs SX-12-cv-370	FY 004246 – FY 004271	01-08-2014
4.	Resp to RPDs SX-12-cv-370	FY 004727 – FY 004299	01-08-2014
4.	Resp to RPDs SX-12-cv-370	FY 004300 – FY 004326	01-08-2014
6.	Resp to RPDs SX-12-cv-370	FY 004123 – FY 004210	01-08-2014
7.	Resp to RPDs Sx-12-cv-370	See Response to No. 6	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002615-Hisham - UC 002617-Hisham	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002618-Hisham - UC 002640-Hisham	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002641-Hisham - UC 002846-Hisham	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002847-Hisham - UC 002866-Hisham	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002867-Mohammad - UC 002882-Mohammad	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 002883-Mohammad - UC 002899- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002900-Mohammad - UC 002947- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002948-Mohammad - UC 002960- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002961-Mohammad - UC 003033- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003034-Mohammad - UC 003051- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003052-Mohammad - UC 003085- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003086-Mohammad - UC 003131- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003132-Mohammad - UC 003134- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003135-Mohammad - UC 003218- Mohammad	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003219-Mufeed - UC 003356-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003357-Mufeed	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 003358-Mufeed - UC 003448-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003449-Mufeed - UC 003496-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003497-Mufeed - UC 003512-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003513-Mufeed - UC 003516-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003517-Mufeed - UC 003527-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003528-Mufeed - UC 003532-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003533-Mufeed - UC 003545-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003546-Mufeed - UC 003560-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003561-Mufeed - UC 003573-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003574-Mufeed - UC 003591-Mufeed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 003592-Mufeed - UC 003614-Mufeed	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000199	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000200 - UC 000211	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000212 - UC 000223	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000224 - UC 000231	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000232 - UC 000248	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000249 - UC 000279	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000280 - UC 000293	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000294 - UC 000305	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000306 - UC 000314	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000315 - UC 000330	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000331	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates@ Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000332	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000333 – UC 000342	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000343 – UC 000348	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000348-1 – UC 000348-2	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000349 – UC 000354	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000355 – UC 000365	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000366 – UC 000373	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000374	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000375	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000376 – UC 000380	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000381 – UC 000383	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000384 – UC 000390	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000391	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000392	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000393 – UC 000394	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000395 – UC 000400	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000401 – UC 000402	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000403 – UC 000437	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000438 – UC 000447	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC000448 – UC 000449	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000450 – UC 000481	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000482 – UC 000501	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000502 – UC 000553	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000554	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000555	01-08-2014
10.	Resp to RPDs SX-12-cv-370	000556 – UC 000557	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000558 – UC 000559	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000560	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000561 – UC 000562	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000563	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000564 – UC 000565	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000566 – UC 000567	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000568 – UC 000623	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000624	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000625 – UC 000627	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000628 – UC 000631	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000632 – UC 000675	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000676	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000677 – UC 000679	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000680 – UC 000685	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000686 – UC 000687	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000688 – UC 000689	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000690 – UC 000691	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000692 – UC 000693	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000696 – UC 000701	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000700	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000701 – UC 000707	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000708	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000709 – UC 000711	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000712 – UC 000713	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000714 – UC 000720	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000721 – UC 000723	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000724 – UC 000725	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000726 – UC 000728	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000729 – UC 000731	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000732 – UC 000734	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000735 – UC 000738.	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000739 – UC 000744	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000745 – UC 000747	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000748 – UC 000758	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000759 – UC 000763	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000764 – UC 000778	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000779 – UC 000782	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000783 – UC 000788	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000789 – UC 000790	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000791 – UC 000792	01-08-2014

<u>Response No.:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000793	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000794 – UC 000796	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000797 – UC 000807	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000808 – UC 000809	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000810 – UC 000819	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000820 – UC 000821	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000822 – UC 000827	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000828 – UC 000829	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000830 – UC 000831	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000832 – UC000833	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000834 – UC 000835	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 000836 – UC 000838	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000839 – UC 000847	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000848 – UC 000849	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000850 – UC 000855	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000856 – UC 000859	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000860 – UC 000965	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000966 – UC 000974	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 000975 – UC 001109	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001110 – UC 001119	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001120 – UC 001217	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001218 – UC 001220	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 001221 – UC 001248	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001249 – UC 001251	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001252 – UC 001366	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001367 – UC 001373	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001374 – UC 001439	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001400 – UC 001405	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001405 – UC 001416	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001417 – UC 001421	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001422 – UC 001433	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001434 – UC 001436	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001437 – UC 001448	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 001449 – UC 001450	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001451 – UC 001462	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001463 – UC 001464	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001465 – UC 001476	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001477 – UC 001479	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001480 – UC 001491	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001492 – UC 001494	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001495 – UC 001506	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001507 – UC 001509	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001510 – UC 001627	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001628 – UC001653	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates@ Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC001654 – UC 001665	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001666 – UC 001671	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001672	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001673 -Waheed - UC 001711-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001712 -Waheed - UC 001761-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001762 -Waheed - UC 001840-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001840-Waheed - UC 001983-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 001984-Waheed - UC 002205-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002206-Waheed - UC 002417-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002418-Waheed -UC 002458-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002459-Waheed - UC 002464-Waheed	01-08-2014

<u>Response No:</u>	<u>How Produced</u>	<u>Bates® Stamp</u>	<u>Date Produced:</u>
10.	Resp to RPDs SX-12-cv-370	UC 002465-Waheed - UC 002476-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002477-Waheed - UC 002476-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002484-Waheed - UC 002529-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002530-Waheed - UC 002573-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002574-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	UC 002575-Waheed - UC 002614-Waheed	01-08-2014
10.	Resp to RPDs SX-12-cv-370	FY 000001 - FY 002142	01-08-2014
10.	Resp to RPDs SX-12-cv-370	Defendant's 0017308 - 0104300	01-08-2014
15.	Resp to RPDs SX-12-cv-370		
22.	Resp to RPDs SX-12-cv-370	FY 002143	01-08-2014
31.	Resp to RPDs SX-12-cv-370	FY 004359 - FY 004410	01-08-2014