

false in his Response filed the next day, Hamed now weakly rejoins that “none of the 200 employees for Plaza East were paid through the established electronic payroll” (emphasis supplied). See Motion at p. 1. The important point that Hamed would like this Court to ignore is that every employee, except Waleed Hamed (“Waleed”), was timely paid by physical check, just like the employees at Plaza Extra – Tutu Park, who all receive physical checks. (Plaza Extra - West employees were paid both electronically and by check.) Thus, with the exception of Waleed, who has been “gaming the system” by refusing to work for more than 15 months but insisting on getting paid, all Plaza Extra employees were timely paid by physical checks or electronically. Hamed’s Motion, which is not supported by any declaration or a citation to a single authority, is the proverbial “the best defense is a good offense” in that it attempts to cover Hamed’s and his sons’ violations of the Preliminary Injunction by falsely accusing Yusuf of impermissible unilateral acts.

According to Hamed, Yusuf is violating the Preliminary Injunction for refusing to pay his son and “authorized agent,” Waleed, who has not shown up for work for more than 15 months while collecting \$5,500 per week. Yusuf respectfully submits that if anyone has violated the letter and spirit of the Preliminary Injunction, it is Waleed, who has unilaterally chosen to stop showing up for work, while insisting that the Preliminary Injunction requires his continued payment because neither his father nor his brothers will agree with Yusuf that he should not be paid for doing nothing.

In his Motion, Hamed, an absentee partner, asks this Court to hold Yusuf, the only partner who has continued to work in the partnership’s business, in contempt for refusing to pay Hamed’s son \$5,500 per week unless he shows up for work. The outrageous manner in

which Hamed and his son misconstrue the purpose and clear language of the Preliminary Injunction must be rejected. Not showing up for work and collecting \$5,500 a week is not only a violation of the Preliminary Injunction, but amounts to downright fraud upon the partnership, something the Preliminary Injunction could not possibly have contemplated.

Because the grounds of the Motion are false and unsupported, the Court should summarily deny the Motion, order Waleed to return all unearned wages, and authorize the termination of his employment. Further, to preclude similar problems in the future, the Court or the Master, the Honorable Edgar D. Ross, should require all Hamed and Yusuf managers to punch-in via Plaza Extra's employee attendance system. This in turn will document every Hamed and Yusuf manager's attendance and avoid needless disputes. As will be shown below, Yusuf never made any unilateral changes, but Hamed, through his sons, did so in a number of respects. Yusuf merely took the necessary actions to prevent a payroll default on September 22, 2014 while preventing an employee who refused to work from getting paid. For these reasons, the Court should deny the Motion, order Waleed to return his unearned wages, authorize the termination of his employment, and sanction Hamed for filing a frivolous motion.

FACTUAL BACKGROUND

On April 25, 2013, this Court entered a Preliminary Injunction (the "PI") ordering that (a) "the operations of the three Plaza Extra Supermarket stores shall continue as they have throughout the years prior to commencement of this litigation, with Hamed, or his designated representative(s), and Yusuf, or his designated representative(s), jointly managing each store, without unilateral action by either party, or representative(s), affecting the management, employees, methods, procedures and operations"; (b) "no funds will be disbursed from

supermarket operating accounts without the mutual consent of Hamed and Yusuf (or designated representative(s)); and (c) “all checks from all Plaza Extra Supermarket operating accounts will require two signatories, one of a designated representative of Hamed and the other of Yusuf or a designated representative of Yusuf.” Hamed v. Yusuf, 58 V.I. 117, 138 (Super. Ct. April 25, 2013). Unfortunately, since the PI was entered, Waleed has decided not to appear for work. For over 15 months, he has violated the PI by unilaterally failing to work, by collecting \$5,500 a week in unearned income, and by instigating his brother, Mufeed, to clash with Yusuf on even the most basic procedures, such as paying vendors with each manager’s credit cards – as the parties have always done in the past. See Declaration of Fathi Yusuf attached as **Exhibit A**. What used to be simple and common business practices have now turned into daily disagreements.

Absent from Plaza Extra work for more than 15 months, Waleed managed to collect hundreds of thousands in unearned income. He enjoyed his time off by spending most of it on St. Thomas to open his new store, Moe’s Fresh Market, which coincidentally also took over 15 months to construct and opened last week. When asked why he refused to appear for work, Waleed would ignore Yusuf, and threaten Yusuf with the Court’s PI. See Exhibit A at ¶ 4-6.

In the 28 year history of the Plaza Extra Stores, no employee or manager who refused to appear for work without cause or consent would continue getting paid. In its entire history, no manager or employee ever dared to refuse to work while demanding a salary, especially one as substantial as Waleed’s yearly salary of \$286,000. In fact, Yusuf has allowed each Yusuf and Hamed manager liberal work schedules. As long as each manager works the required 60 hours per week, each manager is able to control the days and hours he desires to work. Moreover,

when a manager decides to take time off, the manager would simply notify his co-manager of his intent to do so. See Exhibit A at ¶13. However, for the first time in Plaza Extra history, Waleed has decided that he does not have to answer to Yusuf, nor does he have to work as he has for the last 28 years. In fact, Waleed has unilaterally decided that he can collect a handsome yearly salary of \$286,000 without doing anything to earn it simply because he cannot be fired (or not paid) without his father or one of his brothers agreeing to such action. See Exhibit A at ¶12. Anywhere else, this would amount to embezzlement and fraud. However, in this case it is business as usual for Waleed, who has concluded that he can use the PI as a shield to prevent Yusuf from taking any meaningful action whatsoever to deal with his refusal to work.

The facts in this case are simple, as outlined below:

1. Since entry of the PI, Waleed has virtually disappeared from work, despite Yusuf's repeated requests that he return to work, or risk being removed from the payroll. See Exhibit A at ¶3-5. See also correspondence with Joel Holt attached as **Exhibits B-G**.
2. In response to being asked to return to work, Waleed engaged in a smear campaign to excuse himself from work. He contrived such allegations as Yusuf "plays cards," and Maher Yusuf (manager of Plaza Extra – West) spends time at his other store, Seaside Market & Deli. See letter of Joel Holt attached Exhibit C.
3. In response to repeated demands that he return to work or risk being removed from payroll, Waleed threatened that under the electronic payroll system, if he was not paid, all Plaza Extra – East employees would go unpaid because Yusuf was unable to delete him from the electronic system without his or his brother's approval.

Thus, if Yusuf used the electronic payroll system, either all employees at Plaza Extra – East got paid, including Waleed, or none got paid. See Exhibit A at ¶ 15-16. Waleed apparently presumed that such extortion would force Yusuf to pay him despite his refusal to work.

4. On September 22, 2014, with no other choice available, managing partner Yusuf was forced to issue physical checks to every employee of Plaza Extra – East in lieu of the electronic payroll because the electronic system would not allow for the deletion of only Waleed. In effect, use of the electronic payroll system would have provided for the disbursement of funds from the supermarket operating accounts to pay Waleed without Yusuf’s consent. This would clearly violate the provisions of the PI as quoted in subparagraph (b) on page 3, above. Since “the Hamed manager had already approved the electronic payroll checks,” see Motion at p. 2, clearly, under the alternate payment procedure used by Yusuf, “no funds were disbursed . . . without the mutual consent” of Hamed and Yusuf or their designated representatives. Yusuf simply took the action required to prevent disbursement to pay Waleed, since he did not consent to that disbursement.
5. Moreover, the PI provisions quoted in subparagraph (c) on page 3, above, were not violated because all the checks have been tendered to Mufeed Hamed for his signature. See email attached as **Exhibit H**. Since Hamed has stated that a “Hamed manager had already approved the electronic payroll checks,” presumably his signature will be added whenever he returns to Plaza Extra – East.

6. All employees who worked were paid. Only Waleed was not paid. This is consistent with the 28 year history of the Plaza Extra Stores. You work, you get paid. You do not work, you do not get paid.
7. Unfortunately, on September 29, 2014, Mufeed Hamed signed and delivered to Waleed the check attached as **Exhibit I**. Obviously, it was not signed by a Yusuf manager. It was endorsed and paid with cash on hand at Plaza Extra – East. This was clearly done without Yusuf’s consent and contrary to his instructions not to pay Waleed. See Exhibit A at ¶ 18. Accordingly, Waleed’s efforts to get paid for work he does not perform continue unabated for the time being. This or any other means of getting Waleed paid over Yusuf’s strong objection is not only wrong, it is a clear violation of the PI. Plaza Extra – East, the store that Waleed supposedly “manages” has been adequately operating under the co-management of Mufeed Hamed and Yusuf Yusuf for more than 15 months without Waleed’s presence or participation. Since Waleed is the source of these constant problems that drain time and resources from the business, the obvious solution is to terminate his employment. See Exhibit A at ¶ 19. .

The Motion alleges the following:

1. Yusuf unilaterally decided not to pay Waleed.
2. Yusuf unilaterally did not process the payroll electronically.
3. Yusuf allowed the cashing of 200 employees checks without a Hamed manager’s signature.

Yusuf submits that no improper unilateral action was taken on his part, and that Hamed’s allegations fail to take into account Waleed’s own misconduct and violation of the PI.

In fact, Yusuf has maintained the status quo by ensuring that an employee who chronically fails to appear for work does not get paid.

ARGUMENT

I. Yusuf did not violate the Preliminary Injunction.

A. The Requirements of a Contempt Order

The Superior Court has both statutory and inherent power to compel obedience to its orders by way of contempt. V.I. Code Ann. tit. 4, § 243(4)¹; *In re Kendall*, 712 F.3d 814, 822 n. 3 (3d Cir. 2013). In any contempt inquiry, the court must determine whether the contempt is civil or criminal in nature. Both contempt types are similar, but the added element of willfulness is an essential component of the crime and distinguishes civil from criminal contempt. *Id.* at 830-1 (“Criminal contempt generally requires the existence of a valid order that the defendant knew of and willfully disobeyed.”). Willfulness, for the purpose of criminal contempt, does not exist where there is a “[g]ood faith pursuit of a plausible though mistaken alternative.” *United States v. Greyhound Corp.*, 508 F.2d 529, 532 (7th Cir.1974) (quoting *In re Brown*, 454 F.2d 999, 1007 (D.C.Cir.1971)). To establish a *prima facie* case for civil contempt the following must be shown:

- (1) That a court order is in effect;
- (2) That the order prescribes or requires certain conduct by the respondent; and
- (3) That respondent has performed an act or failed to perform an act in violation of the court's order.

¹ Section 243 (Incidental powers of courts) provides in relevant part:

Every court shall have power: (4) To compel obedience to its judgments, orders, and process, and to the orders of a judge out of court, in all actions, or proceedings pending therein; . . . and (8) To amend and control its process and orders so as to make them conformable to law and justice.

McComb v. Jacksonville Paper Co., 336 U.S. 187, 191 (1949).

B. YUSUF HAS FULLY COMPLIED WITH THE COURT'S PRELIMINARY INJUNCTION AND HAS COMMITTED NEITHER CIVIL NOR CRIMINAL CONTEMPT.

Since entry of the PI, Yusuf has continued operating the Plaza Extra Stores as they have been throughout the years, while the orderly liquidation of the stores is concluded. The PI is clear in its purpose and language: to maintain the status quo requiring all parties to continue to work as they have done for the last 28 years, meaning every employee, including every Yusuf and Hamed manager, must work to earn his/her pay. Any leave of absence always had to be approved. Yusuf, as the managing partner, has maintained effective operations of the stores, including paying employees for the time they work.

i. Waleed misconstrues the PI to permit him to not work while still collecting a salary.

Hamed argues that the PI was violated when Yusuf refused to pay Waleed. However, Hamed never advised the Court why Waleed was not paid. It is simple, because he failed to appear for work for more than 15 months. While Hamed complains that his son was unilaterally removed from the payroll, he fails to inform the Court that despite repeated warnings to return to work, Waleed continued to not show up. It bears repeating that for 28 years, Plaza Extra has never paid any employee who fails to show up for work without consent or authorization. It is a basic operating premise in every business, including Plaza Extra. No work, no pay. Waleed's refusal to work while unlawfully collecting \$5,500 a week is a violation of the PI.

ii. Yusuf did not unilaterally change the electronic payroll system.

Another false allegation of the Motion is that Yusuf unilaterally permitted the payment of payroll by physical checks and not electronic payroll. Hamed would have the Court believe that Yusuf had nothing better to do than fiddle with the electronic payroll system on September 22, 2014. Hamed fails to advise the Court that Waleed forced Yusuf to issue physical checks to avoid a devastating payroll default at Plaza Extra - East. When Waleed failed to show up for work after endless requests, Yusuf investigated whether Waleed alone could be removed from the electronic payroll and discovered that Waleed could not be readily removed from the electronic payroll without affecting all employees' ability to get paid. In any event, the method of payroll payment is not an issue in this case because Yusuf attempted to make payroll electronically, but was prevented from doing so because the system would not allow only Waleed to be excised from the payroll. In any business, payroll has to be made, be it electronically or by physical check. Here, Yusuf made sure that payroll was made timely to all employees who appeared for work.

iii. Nonpayment of employees who fail to report for work comports with Plaza Extra's current and past business practices, and is therefore permissible under the Preliminary Injunction.

Plaza Extra has never paid an employee who fails to show up for work. The PI cannot possibly be construed to require the continued payment of a salary to a manager who fails to work. There is nothing controversial about this point. Here, Yusuf did not unilaterally terminate Waleed. Rather, consistent with his duties as managing partner, Yusuf simply did not allow Waleed to continue to game the system by getting paid for doing nothing. Yusuf repeatedly asked Waleed to show up for work. He refused to do so. Therefore, Yusuf was

perfectly within his rights to make sure that Waleed did not continue to receive a salary to which he was not entitled.

Finally, Waleed Hamed threatened to make Plaza Extra – East default on its payroll to the 200 other hardworking employees by instructing all Hamed managers not to permit electronic payroll, if his pay was not included. At that point, Yusuf had no choice but to protect Plaza Extra – East employees by paying the employees with physical checks. Hamed now feigns outrage that the checks were issued to other employees without a Hamed signature, even though they admit they approved the entire electronic payroll. Incredibly, Hamed has no problem stopping payroll at Plaza Extra - East if Waleed does not receive a check for not showing up. That the entire 200 employee work force almost did not receive their earned pay was not a problem to the absentee father and son team. Now, as shown by Exhibit H, Waleed and Mufeed Hamed have clearly disbursed \$4,341.42 from supermarket funds without Yusuf's consent to pay Waleed for yet another week that he performed no work on behalf of Plaza Extra. Yusuf respectfully submits that the Court should reject Hamed's dishonest and selective presentation of the facts, summarily deny the Motion, order Waleed to return his unearned payments, and authorize the termination of his employment.

CONCLUSION

Hamed's completely unsupported Motion to Show Cause is replete with misrepresentations. Yusuf never unilaterally made any changes to the current and long followed operations of the Plaza Extra Stores. In fact, Yusuf ensured that the operations continue as in the past, when he refused to allow Waleed to continue receiving his salary when he refused to report for work. More importantly, Yusuf was forced to issue physical checks to

avoid payroll default when Waleed and his brother, Mufeed, refused to allow the electronic payroll to issue if Waleed was not included. As such, the Motion fails to meet the second and third requirements of a civil contempt case. Yusuf has done nothing other than what the PI mandates, namely, continue to operate the Plaza Extra Stores as in the past, including paying all employees in a timely fashion, ensuring that no funds are disbursed without the mutual consent of Hamed and Yusuf or their designated representatives, and ensuring that the payroll checks delivered to employees last week were given to a Hamed manager for signature before they are presented for payment at the bank.

On the other hand, Hamed and his sons have clearly violated the PI by, among other things, consenting to Waleed's unilateral decision to refuse to show up for work while insisting on getting paid, and orchestrating the payment of Waleed last week despite Yusuf's unequivocal objection.

For the reasons outlined above, it is respectfully requested that the Court deny the Motion to Show Cause, order Waleed Hamed to disgorge all unearned pay, authorize the termination of Waleed Hamed's employment, and provide such other relief to Yusuf as is just and proper.

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: October 1, 2014

By: 

Gregory H. Hodges (W.I. Bar No. 174)
1000 Frederiksberg Gade - P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com

and

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade
P.O. Box 756

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

(340) 774-4422

Nizar A. DeWood, Esq. (V.I. Bar No. 1177)
The DeWood Law Firm
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830
Telephone: (340) 773-3444
Telefax: (888) 398-8428
Email: info@dewood-law.com

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2014, I caused the foregoing **Opposition to Motion to Show Cause and Cross Motion for Similar Relief** 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
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
Email: jeffreymlaw@yahoo.com

The Honorable Edgar Ross
Email: edgarrossjudge@hotmail.com



R:\DOCS\6254\1\PLDG\15C9782.DOCX

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

4. Whenever the issue of Waleed's absence from work has been raised, the response from his father, Mohammad Hamed ("Hamed"), through counsel, is that there is nothing that I can do because of the preliminary injunction. In other words, I cannot "fire" him because the preliminary injunction prevents me from doing so without Hamed's approval, or a Court order.

5. Hamed has never worked at the stores since he retired in 1996. Therefore, on behalf of his absentee father, Waleed attempts to use his "authorized agent" status and abuses the Court's preliminary injunction by refusing to show up for work, while collecting \$5,500 a week or \$286,000 a year.

6. To avoid problems, I had my attorney contact Hamed's lawyer to explain that Waleed had to come back to work, if he wanted to continue receiving his salary, and to account for the unearned wages.

7. Instead of simply returning to work, Hamed accused me or my sons of also spending time outside the store, "playing cards," and other false accusations. Because unfounded accusations like these were anticipated, all managers were simply asked to abide by the same system used by every other employee of the Plaza Extra Stores to document their daily work hours.

8. To that end, my attorney proposed to Hamed's attorney that all managers must use the employee fingerprint time attendance punch-in and punch-out system every day to document their time. This way, there can be no misunderstanding between the Yusuf and Hamed families.

9. Hamed would not agree. Hamed, who never works in the Plaza Extra Stores, has effectively forced me to deal with a renegade employee who abuses the Court's preliminary injunction, and who refuses to use the time attendance system.

10. For the last 28 years, Plaza Extra has never paid a penny to anyone who does not show up for work without a good reason. For the last 28 years, Waleed had to show up for work to collect a pay check. In his preliminary injunction, Judge Brady clearly instructed all parties to continue to work as they have done throughout the years.

11. Waleed apparently believes that the preliminary injunction does not apply to him, but is merely there to shield him from being fired, no matter what he does, since he knows his father and brothers will not agree with any action I may take to correct the situation. This is unacceptable, disrespectful, and a clear violation of the preliminary injunction.

12. I have always allowed a great deal of scheduling flexibility to store managers. As long as each manager works the required 60 hours per week, he is able to control the days and hours he desires to work. Moreover, when a manager decides to take time off, he would ordinarily notify his co-manager of his plans to make sure there are no scheduling conflicts. On many occasions in the past, Waleed and his brothers would take time off to stay with or visit their father in Florida for medical treatment. I have never objected to such necessary leave.

13. It is my position that Waleed's refusal to show up for work while continuing to receive a weekly salary of \$5,500 amounts to theft and fraud on Plaza Extra. No business owner would tolerate such behavior, and I cannot continue to allow this to happen.

14. As the managing partner, I have every right to protect the partnership from such abuse. So when I decided Waleed could not be paid last week, Waleed and his brother, Mufeed,

thought this would be impossible because their approval was required to delete Waleed from the electronic payroll system used to pay the other employees at Plaza Extra – East. In other words, if he did not get paid, the electronic payroll system would not pay anybody.

15. The employees must be paid on a weekly basis as has been done for the last 28 years. However, Waleed's refusal to pay the other employees unless he is paid was not something I would allow or permit.

16. As such, I authorized each employee to be paid with a check signed by me or my son, and to have his/her check cashed at the Plaza Extra - East store, after endorsement, just as has been done throughout the years. All of these cashed checks were left on Mufeed Hamed's desk for his signature before presentation to the bank.

17. On September 29, 2014, I learned that Mufeed signed a Plaza Extra check in the amount of \$4,341.42 drawn on a supermarket operating account and delivered it to his brother, Waleed. The check was then paid without my consent and in clear violation of my instructions and the preliminary injunction. I will not countersign that check, so it will not be presented for payment at the bank and serves no purpose other than a receipt. Essentially, Mufeed reached into the Plaza Extra – East safe, gave his brother \$4,341.42 in cash, and Waleed endorsed the check as a receipt.

18. This or any other means of getting Waleed paid over my objection must end. Waleed is clearly the reason Hamed will not agree to use the fingerprint attendance system, since he is the only Hamed who does not regularly show up for work. Plaza Extra – East, the store that Waleed supposedly “manages” has been adequately operating under the co-management of Mufeed Hamed and my son, Yusuf, for more than 15 months without Waleed's presence or

participation. Since Waleed is the source of these constant problems that drain time and resources from the business, the simple solution is to terminate his employment.

CREDIT CARD PAYMENTS

19. For the last 28 years, the Hamed and Yusuf managers have paid most of the invoices, bills, taxes, shipments, inventory ordered, etc., by way of each manager's credit card(s). This allowed for immediate and expedited payments to our vendors with excellent record keeping. For example, when a Plaza Extra invoice is paid by credit card, the manager paying the invoice promptly submits a check drawn on a Plaza Extra operating account for reimbursement of the amount paid by credit card. This expedited payment process is effective, efficient, and eliminates the risk of interest and penalties by the credit card issuing company.

20. In the last 8 months, the Hamed managers refused to pay or would delay payment of the Yusuf credit cards because they did not want the Yusuf managers to benefit from such things as miles and points that each manager earned as a result of using his personal credit card. This has caused numerous unnecessary financial and personal problems.

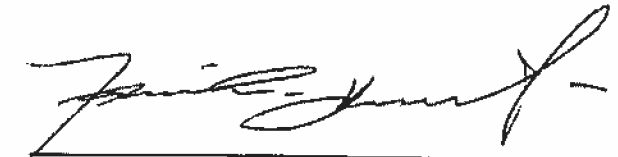
21. Instead of continuing the use of credit cards to pay Plaza Extra vendors and suppliers in accordance with the procedure used throughout the years, the Hameds have "decreed" that they will not countersign any credit card reimbursement check unless they get to equally share the miles and points earned on the credit card being paid. No such "sharing" has ever been done in the past.

22. The Hameds now insist on using wire transfers, which cost over \$60 dollars per transfer, to pay invoices that previously cost the Plaza Extra Stores nothing. Paying by wire transfer or even checks causes substantial problems. While payment by wire transfer is

relatively quick, it involves additional paper work and expense of approximately \$60 per wire transfer. Given the volume of payments made on a yearly basis, this additional expense could be significant. Payment by check is the slowest form of payment, particularly if the check is mailed, usually via priority mail. Slower payment invariably translates into slower receipt of product. The Hameds propose to unilaterally change the credit card payment procedures used for decades, which cost the Plaza Extra Stores nothing, for a payment system that is slower and more costly.

23. As the Court stated in the preliminary injunction, all parties must continue to operate the way the Plaza Extra Stores have always operated. First, all employees must show up on time, and work for the hours they are paid for. Because Waleed has shown he is unwilling to do this, his employment should be terminated. Secondly, consistent with past business methods and procedures, managers should be allowed to use their personal credit cards to pay established vendors and suppliers and checks to reimburse these credit cards payments should be issued and countersigned immediately.

10-1-2014
October 1, 2014


Fathi Yusuf

DEWOOD LAW FIRM

2006 Eastern Suburb Suite 101
Christiansted, V.I. 00820
Admitted: NY, NJ, MD, & VT
T. 340.773.3444
F. 888.398.8428
info@dewood-law.com

BY: EMAIL ONLY

September 11, 2014

Joel Holt, Esq.
2132 Company Street
Christiansted, V.I. 00820

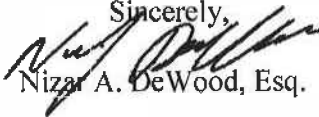
Re: Waleed Hamed Work Hours

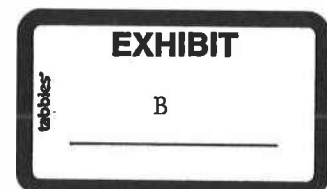
Dear Attorney Holt,

Since January 2013, Waleed Hamed has almost completely failed to work at the Plaza Extra East Store. As of today, Waleed Hamed has collected over \$400,000 dollars in unearned wages since the beginning of 2013. This needs to stop promptly. Naturally, I anticipate you accusing the Yusufs of also not reporting to work to muddy the issue. The PI has specifically ordered the parties to maintain the past customs, practices, and business operations of the Plaza Extra Stores – that includes showing up for work.

Therefore, to comply with the PI, Waleed Hamed, including his brothers, must report to work in a timely manner. Because you will accuse the Yusufs of not showing up, there currently is a fingerprint based punch-in and punch-out system. This will be implemented immediately for all managers to avoid any back and forth accusations that may be leveled against the Yusufs.

Advise your clients to report to work and to punch in and out every day. This applies to all managers. Thank you.

Sincerely,

Nizar A. DeWood, Esq.



JOEL H. HOLT, ESQ. P.C.

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

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

September 15, 2014

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

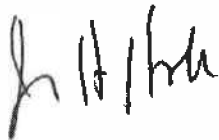
Re: Hamed/Yusuf

Dear Nizar:

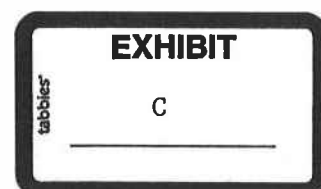
In response to your letter dated September 11th, it is odd your client has now become interested in attendance at work after his son took off months to open his own store. Indeed, if Mr. Yusuf was so interested in productivity at work, he would (1) stop playing cards for hours while in the store and (2) would have Yusuf Yusuf stop interfering with the stocking of the store by refusing to sign the routine paperwork needed to get merchandise into the store.

In any event, such a unilateral change is not permitted by the preliminary injunction order. The time clock is not an acceptable change for the Hameds, so it will not be implemented. As the Master will be in place shortly, I suggest your client await his appointment to deal with this issue if it still something he wants to pursue.

Cordially,



Joel H. Holt
JHH/jf



DEWOOD LAW FIRM

2006 Eastern Suburb Suite 101

Christiansted, V.I. 00820

Admitted: NY, NJ, MD, & VT

T. 340.773.3444

F. 888.398.8428

info@dewood-law.com

BY: EMAIL ONLY

September 19, 2014

Joel Holt, Esq.
2132 Company Street
Christiansted, V.I. 00820

Dear Attorney Holt,

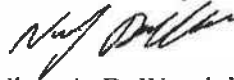
Your letter has failed to address Waleed Hamed's failure to report to work. Plaza Extra will not pay an employee who fails to show up for work. Instead you resort to false accusations against the Yusufs, including such things as Mr. Yusuf playing cards, and Maher Yusuf spending time at the Seaside Deli.

My letter anticipated these false accusations against the Yusufs in advance. Because of that all managers must utilize the finger-print based punch-in punch-out time system. Waleed Hamed has collected well over \$400,000 dollars in unearned wages, which is contrary to the Preliminary Injunction that requires the parties to continue operations of the Plaza Extra Supermarkets as in the past.

If Waleed Hamed does not show up for work and utilize the finger-print based system to document his work hours, like everyone else, he will not be paid. We have no problem taking this up with Judge Brady.

I trust showing up to work is not a difficult issue to agree on.

Sincerely,



Nizar A. DeWood, Esq.

EXHIBIT

D

JOEL H. HOLT, ESQ. P.C.

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

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

September 22, 2014

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

Re: Hamed/Yusuf

Dear Nizar:

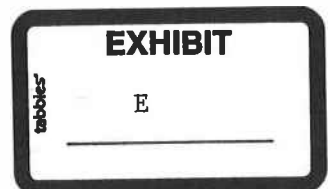
In response to your letter dated September 19, 2014, as you well know there is no requirement that a manager work a set number of hours. In this regard, Wally spends extensive time communicating with his brothers while reviewing data regarding the operations and making decisions regarding the Plaza Extra Supermarkets. The fact that he does not do so in the presence of Mr. Yusuf (who tried to have the police remove his entire family and denied him access to the financial systems for months) is irrelevant. Indeed, your clients cannot make UNILATERAL changes to the management process that has been in place for years without violating the Court's standstill order.

Moreover, to the extent that Wally has spent less time in the Plaza East store in the past weeks it is because he is opening a smaller market on St. Thomas, just like Mike Yusuf did on St. Croix. In fact, Mike used Plaza Extra personnel, materials and resources to do so – Wally did not. The balance is therefore maintained because each family has done one such development/opening. You cannot have Mike build out his new store first (when he had prolonged absences from work, which continue), and then claim Wally cannot do the same because his is a few weeks later -- as both families have taken EXACTLY EQUAL steps to begin to re-establish their lives as Plaza closes.

Further, I again suggest that you wait until the Master is appointed so he can hopefully address these issues, as that appointment is about to happen according the Order directing the parties to select a Master.

Cordially,

Joel H. Holt
JHH/jf



DEWOOD LAW FIRM

2006 Eastern Suburb Suite 101
Christiansted, V.I. 00820
Admitted: NY, NJ, MD, & VT
T: 340.773.3444
F: 888.398.8428
info@dewood-law.com

BY: EMAIL ONLY

September 22, 2014

Joel Holt, Esq.
2101 Company Street
Christiansted, V.I. 00820

Re: Waleed Hamed's failure to report to work

Dear Joel,

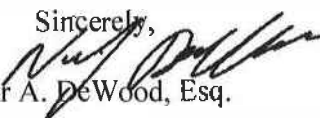
Waleed needs to report to work, period.

First you accuse the Yusufs of not showing up for work, then for playing cards, and then you accuse Maher Yusuf of spending time at Seaside Deli. Incredibly, you then excuse Waleed by telling us that he does "data review." Let him do the "data review" and communicate with his brothers right there in his office at the Plaza Extra – East store.

Simply stated, your letter confirms that Waleed does not show up for work.

Not only has Waleed not shown up for work for almost two years, while collecting \$5,500 a week to do "data review" somewhere else, but he has the audacity to raise the Preliminary Injunction as a threat every time there is a demand for him to comply with his duties as a manager. At this point, we need to return to Judge Brady and find out if an employee can earn \$5,500 a week and never show up for work. You raise the issue of UNILATERAL change. The only one who has done this is Waleed. All Mr. Yusuf wants is to document attendance by way of an existing system. This is not unilateral change, this is the right way to avoid accusations like yours, and put an end to any manager failing to show up for work without back and forth accusations; be it a Hamed or Yusuf.

Let's not argue over Waleed's refusal to return to work. Tell him to show up for work, and put an end to this matter.

Sincerely,

Nizar A. DeWood, Esq.



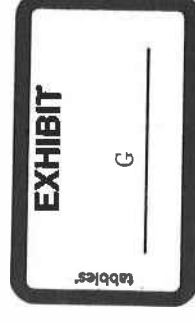
From: Gregory H. Hodges
Sent: Friday, August 29, 2014 6:39 PM
To: 'Joel Holt'
Cc: dewoodlaw@gmail.com
Subject: RE: plaza

Joel,

I am informed that there has **never** been any sharing of mileage as you claim below. If you have any evidence to support that claim, please let me see it. In fact, years ago, when Yusuf Yusuf was struggling for miles, Mufeed refused to share his, saying "my miles are mine and yours are yours." Although this appears to be a problem driven by Mufeed's fixation on what's on Yusuf's plate rather than his own, as I stated in my earlier email, neither your client nor his sons have any authority to unilaterally change the credit card custom and practice that has been in place for many years. Any attempt to do so would be a clear violation of the preliminary injunction ordering "that the operations of the three Plaza Extra Supermarket stores shall continue as they have throughout the years prior to the commencement of this litigation... without unilateral action by either party, or representative(s), affecting the ...methods, procedures and operations." While the Hameds may refuse in the future to cosign checks for reimbursement of credit card payments because they are peeved that the Yusufs would not cave to yet another effort to change the way business has been done, this will only prompt the Yusufs to similarly withhold their signatures from checks the Hameds want signed. As you know, this sort of situation can quickly spiral out of control. Now that Judge Brady has entered an order indicating he is prepared to promptly appoint a master, I suggest we both counsel our clients to avoid any unilateral actions affecting established business procedures and save these "day to day" issues for the master, if they can't deal with them directly.

One issue that Mr. Yusuf feels must be addressed immediately is Waleed's complete failure to show up for work for months. It is hard to argue that Waleed should continue to receive his salary from Plaza Extra for working at his new store on St. Thomas. Please ask Waleed to meet with Mr. Yusuf by Monday to discuss the matter.

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
Direct: (340) 715-4405
Fax: (340) 715-4400
Web: www.DTFLaw.com



Gregory H. Hodges

From: Gregory H. Hodges
Sent: Thursday, September 25, 2014 12:20 PM
To: 'Joel Holt'
Cc: dewoodlaw@gmail.com; Charlotte Perrell; mark@markeckard.com; jeffreymlaw@yahoo.com; carl@carlhartmann.com; kimjapinga@gmail.com
Subject: RE: Plaza

I will answer the one relevant question about the checks. It is my understanding they have not been deposited and that all checks endorsed by the employees who were paid in cash are on Mufeed's desk awaiting his return and signature. Mufeed's check also awaits his return and signature.

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
Direct: (340) 715-4405
Fax: (340) 715-4400
Web: www.DTFLaw.com

Member

LexMundi
World Ready

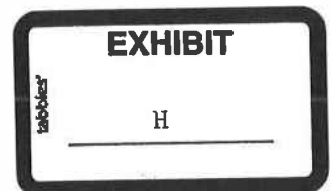
THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, forwarding or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone and delete the original message immediately. Thank you.

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Thursday, September 25, 2014 10:57 AM
To: Gregory H. Hodges
Cc: dewoodlaw@gmail.com; Charlotte Perrell; mark@markeckard.com; jeffreymlaw@yahoo.com; carl@carlhartmann.com; kimjapinga@gmail.com
Subject: Re: Plaza

Two questions:

Checks still not deposited ?

Were any of defendant's counsel aware tho was being done?



Sent from my iPhone

On Sep 25, 2014, at 10:52 AM, "Gregory H. Hodges" <ghodges@dtflaw.com> wrote:

Originals. Mr. Yusuf or his son.

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
Direct: (340) 715-4405
Fax: (340) 715-4400
Web: www.DTFLaw.com

<image001.jpg>

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, forwarding or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone and delete the original message immediately. Thank you.

From: Joel Holt [<mailto:holtvi@aol.com>]
Sent: Thursday, September 25, 2014 9:46 AM
To: holtvi@aol.com; dewoodlaw@gmail.com; mafihamed@hotmail.com; Gregory H. Hodges; Charlotte Perrell; mark@markeckard.com; jeffreymlaw@yahoo.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com; wallyhstx@yahoo.com; williemhamed@yahoo.com; shawnhamed@live.com
Subject: Re: Plaza

Your response?

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

-----Original Message-----

From: Joel Holt <holtvi@aol.com>
To: dewoodlaw@gmail.com; mafihamed@hotmail.com; ghodges@dtflaw.com; cperrell@dtflaw.com; mark@markeckard.com; jeffreymlaw@yahoo.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com; wallyhstx@yahoo.com; williemhamed@yahoo.com; shawnhamed@live.com

<shawnhamed@live.com>
Sent: Thu, Sep 25, 2014 8:12 am
Subject: Re: Plaza

The originals or copies? Who sign them?

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

-----Original Message-----

From: Nizar DeWood, Esq. <dewoodlaw@gmail.com>
To: 'Joel Holt' <holtvi@aol.com>; mafihamed <mafihamed@hotmail.com>; ghodges <ghodges@dtflaw.com>; cperrell <cperrell@dtflaw.com>; mark <mark@markeckard.com>; jeffreymlaw <jeffreymlaw@yahoo.com>
Cc: carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>; wallyhstx <wallyhstx@yahoo.com>; williemhamed <williemhamed@yahoo.com>; shawnhamed <shawnhamed@live.com>
Sent: Thu, Sep 25, 2014 8:08 am
Subject: RE: Plaza

They're all at Plaza Extra – East.

From: Joel Holt [<mailto:holtvi@aol.com>]
Sent: Thursday, September 25, 2014 8:07 AM
To: dewoodlaw@gmail.com; mafihamed@hotmail.com; ghodges@dtflaw.com; cperrell@dtflaw.com; mark@markeckard.com; jeffreymlaw@yahoo.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com; wallyhstx@yahoo.com; williemhamed@yahoo.com; shawnhamed@live.com
Subject: Re: Plaza

How were checks cut without a Hamed signature? Please send me copies of those checks

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

-----Original Message-----

From: Nizar DeWood, Esq. <dewoodlaw@gmail.com>
To: 'mafi hamed' <mafihamed@hotmail.com>; 'Joel Holt' <holtvi@aol.com>; ghodges <ghodges@dtflaw.com>; cperrell <cperrell@dtflaw.com>; mark <mark@markeckard.com>; jeffreymlaw <jeffreymlaw@yahoo.com>
Cc: carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>; wallyhstx <wallyhstx@yahoo.com>; williemhamed <williemhamed@yahoo.com>; shawnhamed <shawnhamed@live.com>
Sent: Thu, Sep 25, 2014 8:03 am
Subject: RE: Plaza

Attorney Holt,
How is it that you did not know that the employees were paid?

Sincerely,

Nizar A. DeWood, Esq.

DeWood Law Firm

St. Croix: 2006 Eastern Suburb, Suite 102 Christiansted, V.I. 00820 | t. (340) 773.3444 | f. (888) 398.8428
St. Thomas: Windward Prof. Bldg. Suite 208, St. Thomas, V.I. 00802 | t. (340) 774.0405 | f. (888) 398.8428

From: mafi hamed [<mailto:mafihamed@hotmail.com>]

Sent: Thursday, September 25, 2014 8:02 AM

To: Nizar DeWood, Esq.; 'Joel Holt'; ghodges@dtflaw.com; cperrell@dtflaw.com; mark@markeckard.com; jeffreymlaw@yahoo.com

Cc: carl@carlhartmann.com; kimjapinga@gmail.com; wallyhstx@yahoo.com; williemhamed@yahoo.com; shawnhamed@live.com

Subject: Re: Plaza

In the footnote, it says none of the hamed managers were there. I was at plaza in the morning.

Sent from my BlackBerry 10 smartphone.

From: Nizar DeWood, Esq.

Sent: Thursday, September 25, 2014 7:47 AM

To: 'Joel Holt'; ghodges@dtflaw.com; cperrell@dtflaw.com; mark@markeckard.com; jeffreymlaw@yahoo.com

Cc: carl@carlhartmann.com; kimjapinga@gmail.com; mafihamed@hotmail.com; wallyhstx@yahoo.com; williemhamed@yahoo.com; shawnhamed@live.com

Subject: RE: Plaza

See attached.

Sincerely,

Nizar A. DeWood, Esq.

DeWood Law Firm

St. Croix: 2006 Eastern Suburb, Suite 102 Christiansted, V.I. 00820 | t. (340) 773.3444 | f. (888) 398.8428
St. Thomas: Windward Prof. Bldg. Suite 208, St. Thomas, V.I. 00802 | t. (340) 774.0405 | f. (888) 398.8428

From: Joel Holt [<mailto:holtvi@aol.com>]

Sent: Wednesday, September 24, 2014 2:41 PM

To: ghodges@dtflaw.com; dewoodlaw@gmail.com; cperrell@dtflaw.com; mark@markeckard.com; jeffreymlaw@yahoo.com

Cc: carl@carlhartmann.com; kimjapinga@gmail.com; mafihamed@hotmail.com; wallyhstx@yahoo.com; williemhamed@yahoo.com; shawnhamed@live.com

Subject: Plaza

Pls see attached Notice-please get the Yusufs to approve this payroll so all employes can get paid (even if now it will be late)

Joel H. Holt, Esq.
2132 Company Street

UNITED CORPORATION
DBA PLAZA EXTRA
PH. 340-778-6240
P.O. BOX 763
SAINT CROIX, VI 00821

3583

101-667216

DATE 9/29/14

Waleed Hamed

\$ 4341.42

PAY TO THE ORDER OF

Four Thousand Three Hundred forty One and 00/100

DOLLARS

 **BANCO POPULAR**

BANCO POPULAR DE PUERTO RICO
San Juan Main Branch
Saint Croix, U.S. Virgin Islands

FOR payroll w/e 9/21/14

Waleed Hamed

⑆003583⑆ ⑆021606674⑆ 1911148830⑆

tabbles®
EXHIBIT
I