

then informed Hamed's counsel that the Master had approved the purchase. See **Exhibit 2**.

- Thus, counsel instructed the Hamed manager for Plaza Extra East to sign the check to pay for these new condensers. See **Exhibit 1**.

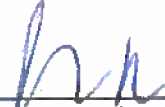
Such "nest feathering" at Hamed's expense is a violation of Yusuf's duties as the Liquidating Partner. The fact that approval was sought ex parte only compounds the problem with having Yusuf in control.

While the Master can address whether Yusuf needs to pay for this equipment and its related costs in addition to the \$150,000 he has agreed to pay before being given possession of the Plaza East store, these facts are being placed into the record to supplement Hamed's February 4th Opposition To The Motion To Stay.

In this regard, this incident highlights why a stay of the Liquidation Order would harm Hamed, as the parties need to separate since Yusuf is in a position to try to benefit himself at Hamed's expense.

Moreover, this conduct also highlights why a stay as to only the West Store is even more untenable, as it would put Fathi Yusuf in a position of being able to create havoc in the operations of that store (either as the Liquidation Partner or co-manager) in order to benefit his store at Plaza East that is soon to be a competitor of Plaza West.

Dated: February 9, 2015



Joe H. Holt, Esq.
Counsel for Plaintiff
2132 Company Street,
Christiansted, VI 00820
holtvi@aol.com

Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of February, 2015, I served a copy of the foregoing by email, as agreed by the parties, on:

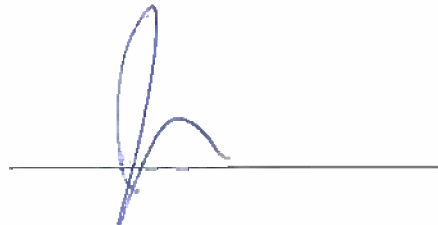
Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

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

Greg Hodges
Law House, 1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

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

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
email : jeffreymlaw@yahoo.com



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

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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

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

Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

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

JURY TRIAL DEMANDED

DECLARATION OF WALEED HAMED

I, Waleed Hamed a/k/a Wally Hamed, declare, pursuant to 28 U.S.C. Section 1746, as follows:

1. I have personal knowledge of the facts set forth herein.
2. After the parties entered into the January 30th stipulation approved by this Court setting the value of the equipment at the Plaza East store for the purpose of purchase by Fathi Yusuf at \$150,000, Yusuf subsequently notified the Hameds that he had purchased two new condenser units for the Plaza East store at a total cost of \$59,867.02 exclusive of shipping and installation.
3. However, the Hamed manager for Plaza Extra East signed the check to pay for these new condensers at the instruction of my father's lawyer.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 9, 2015



Waleed Hamed a/k/a Wally Hamed



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

MOHAMMAD HAMED, by his)
authorized agent **WALEED HAMED**,)
)
Plaintiff/Counterclaim Defendant,)

vs.)

CIVIL NO. SX-12-CV-370

FATHI YUSUF and)
UNITED CORPORATION,)
)
Defendants/Counterclaimants,)

vs.)

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

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

JURY TRIAL DEMANDED

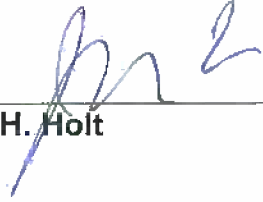
DECLARATION OF JOEL H. HOLT

I, Joel H. Holt, declare, pursuant to 28 U.S.C. Section 1746, as follows:

1. I have personal knowledge of the facts set forth herein.
2. After my client notified me that Fathi Yusuf has purchased new equipment for the Plaza East store, I notified Yusuf's counsel by email that Yusuf needed to pay for this new purchase of equipment for Plaza East since the stipulation setting the value of the equipment at Plaza East at \$150,000 had already been entered by the Court. See **Exhibit A**.
3. After I sent this email, Yusuf's counsel then sent an ex parte email to the Master asking him to approve this purchase. The Master approved this purchase before I knew he had even been contacted. Yusuf's counsel then informed me that the Master had approved the purchase. See **Exhibit B**.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 9, 2015



Joel H. Holt

EXHIBIT
2

Bumberg No. 5208

From: Joel Holt <holtvi@aol.com>
To: ghodges <ghodges@dtflaw.com>
Cc: dewoodlaw <dewoodlaw@gmail.com>; carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>
Subject: Re: Equipment Values
Date: Wed, Feb 4, 2015 11:12 am ↩

Greg--these values were agreed to as being the depreciated value of the equipment in the three stores. As we did not change the method of payment in the Liquidation Plan, all payments are to be made to the partnership, which I presume will be deposited into the Liquidated Expense Account. I am glad to discuss this further if you read the Plan to state otherwise. ↩

I should note that these figures were set as of the date of the stipulation, so if any new equipment is received in any store, it will have to be paid in full to the vendor by the partner who is receiving the store in question (i.e., not from partnership funds).

REDACTED

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

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

From: Gregory H. Hodges <ghodges@dtflaw.com>
To: 'Joel Holt' <holtvi@aol.com>
Cc: Nizar A. DeWood (dewoodlaw@gmail.com) <dewoodlaw@gmail.com>
Sent: Mon, Feb 2, 2015 4:31 pm
Subject: Equipment Values

Joel,
Further to our telephone conversation last week, you were going to let me know whether your client will agree that the values reflected in item 1 of the 1/26/15 stipulation represent the amounts that would be paid by the purchasing partner to the non-purchasing partner for his 50% interest in the equipment. Please advise.

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade



From: Gregory H. Hodges <ghodges@dtflaw.com>
To: 'Joel Holt' <holtvi@aol.com>
Cc: dewoodlaw <dewoodlaw@gmail.com>; carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>
Subject: RE: Equipment Values
Date: Thu, Feb 5, 2015 10:27 am ←

Joel,

Your position regarding the equipment values is noted. Assuming your comment re "new equipment" relates to the condensers purchased from Associated Grocers for East, I disagree with your position. Attached is an email from Judge Ross approving the payment of the condensers. Until the accounts required by the Final Wind Up Plan can be established, we ask your client to keep in mind the provisions of § 3 and 4 of the Plan and to cooperate with the payment of debts the Liquidating Partner determines should be paid with the approval of the Master. ←

Mr. Yusuf is willing to consider the stipulation you propose below. Will you prepare the proposed stipulation for review?

Regarding the bidding for the STT store, if the Court does not stay the provisions re reimbursement of legal costs, the parties at least need to know what the costs are before they can intelligently bid. I have asked Jack Dema and Carl Beckstedt for that information but have not yet received it. If your client has that information, I ask you to share it. Mr. Yusuf believes the minimum increments should be \$200,000, with a 5 minute maximum time between bids.

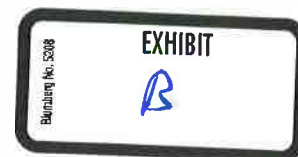
Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
Direct: (340) 715-4405
Fax: (340) 715-4400
Web: www.DTFLaw.com

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From: Joel Holt [<mailto:holtvi@aol.com>]
Sent: Wednesday, February 04, 2015 11:12 AM
To: Gregory H. Hodges
Cc: dewoodlaw@gmail.com; carl@carlhartmann.com; kimjapinga@gmail.com





Fax: (340) 715-4400
Web: www.DTFLaw.com

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World Ready

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Attached Message

From Edgar Ross <edgarrossjudge@hotmail.com> 
To Gregory H. Hodges <ghodges@dtflaw.com>
Subject RE: AG Invoice For \$151,713.52
Date Thu, 5 Feb 2015 07:45:39 -0400 

I approve the payment for the condensers.

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Gregory H. Hodges" <ghodges@dtflaw.com>
Date: 02/04/2015 3:39 PM (GMT-04:00) 
To: 'Edgar Ross' <edgarrossjudge@hotmail.com>
Cc: fathiyusuf@yahoo.com, "Nizar A. DeWood (dewoodlaw@gmail.com)" <dewoodlaw@gmail.com>
Subject: AG Invoice For \$151,713.52

Judge Ross,

Mr. Yusuf, as Liquidating Partner, proposes to pay Associated Grocers of Florida ("AG") \$151,731.52 for the attached group of invoices for supplies and equipment for Plaza Extra-East. AG has notified Plaza Extra that late payment will result in a finance charge of 8.25% (or \$12,517.93) if payment is not received immediately.

The hold up has resulted from Mufeed's refusal to authorize the payment of \$59,867.02 for condensers ordered in December to replace old condensers that refrigeration technicians have advised should have been replaced long ago. The invoice for the condensers is at page 7 of 14 in the attached.

By way of background, in September 2013, East ordered 2 condensers to replace 2 of its 4 old condensers after a failure caused the loss of approximately \$60,000 in frozen goods. Although the technicians advised that all the condensers should be replaced, only 2 were ordered at the time. Based on the advise of these same technicians, Yusuf ordered 2 more replacement condensers in early December, which were recently delivered and invoiced for \$59,867.02. I am informed that within the last weeks, one of the older condensers failed causing oil/gas leaks and smoke to fill the store.

Given the clear language of §3 of the Plan, Mr. Yusuf feels strongly that the entire AG invoice should be promptly paid

to avoid the substantial finance charge and the potential for a significant condenser failure that could result in losses exceeding the cost of the replacement equipment, which should have been purchased long ago. Needless to say, Mr. Hamed claims that Mr. Yusuf should be required to pay for the condensers out of his own money since he will end up with East under the Wind Up Plan. Mr. Yusuf is unwilling to do so because this is clearly an appropriate partnership or wind up expense.

Please let us know whether you approve the prompt payment of the AG invoice.

Regards,

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

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