

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

TO: Judge Ross
CC: Greg Hodges
FROM: Joel Holt
DATE: October 23, 2015
RE: Items to Be Dealt With Now Re Your October 15th Memo

On October 15, 2015, you instructed the parties to respond by October 23rd as follows:

Now that we have significantly completed the separation and accounting for the Plaza stores, it is important that we don't lose our momentum. Therefore, as to the other partnership properties-acknowledged or disputed, I request that the partners through their attorneys submit a list of all other properties that require the attention of the Liquidating Partner or the Court for separation. Please indicate on the list the basis for the assertion that the said property is partnership property.

Additionally, if there are motions pending before the Court that affects the disposition of the claimed partnership property, please identify the motions and indicate when they were filed and if they are fully briefed. Thereafter, I will bring them to the Court's attention for a speedy resolution.

As you know, there are many issues of contested property and amounts that require the further accounting Hamed is allowed to obtain as per the Court's Order – but there are three motions and several asset issues that the Hameds feel can be disposed of now.

I. Motions

1. Hamed has three pending motions that are presently ripe for disposition, listed in **Exhibit A**. We can supply the full set of pleadings related to each motion if you would like us to do so. The Statute of Limitations motion for partial summary judgment is fully briefed and would advance matters the most as far as the partnership issues are concerned (basically Hamed believes that there is a 2007 cutoff date for claims between the partners).
2. By a verbal order, you issued a stay of the "claims" discovery, pending the sale of the three stores. We think this issue should be revisited at some point, perhaps

after the new year, as discovery needs to continue before all issues can be resolved.

II. Asset Issues that can be Disposed of Now

1. **One-half acre (approx.) at Estate Tutu in St. Thomas.** This parcel has been the subject of recent correspondence. See **Exhibit B** for three letters. Attorney Hodges has agreed that the acreage at Tutu that is incorrectly titled in the name of United Corp. was a Partnership asset that is now actually owned by Plessen rather than United, stating in relevant part in the attached letter:

your analogy of this nonexistent claim to a purported claim that United Corporation owns the 1/2 acre parcel of land on St. Thomas is also wrong. As the last two bimonthly reports make crystal clear, **that land is owned by Plessen.** . . . (Emphasis added.)

To assist you in understanding the parcel, I have attached documents related to the parcel in **Exhibit C**. Hamed asks that the parcel be transferred now to Plessen, by a deed from United, so the title will be as stated by Attorney Hodges. Plessen owns the adjacent parcel (Plessen is owned equally by both families) and this small parcel was purchased to provide access to that other, much larger parcel.

2. **\$2.7 million removed by Yusuf.** There is no dispute that on August 15, 2012, \$2,784,706.25 was unilaterally removed *from the Partnership's operating bank account* by Yusuf. See **Exhibit D**. Judge Brady has already made findings of fact as to these funds – and that they are the property of the Partnership. (There is no dispute that it is owed, just an accounting offset claimed that can be adjusted later as was the case with the East back rent. See **Exhibit D** at 2-4, for Judge Brady's Findings of Fact.) Hamed asks either that: (1) the entire \$2.7 million be paid by Yusuf into the Partnership Account overseen by the Master now, or (2) Hamed be paid his one-half directly by Yusuf now – approx. \$1.35 million plus accrued interest. It should be noted that this payment would also moot Hamed's claim against a parcel of property purchased by United (in Estate Diamond) with a portion of these funds. See **Exhibit E**. Otherwise, this property at Estate Diamond also qualifies as a partnership property that needs to be transferred back to the partnership now.
3. **Litigation Fees and Costs removed by Yusuf**—It is also uncontested that Yusuf unilaterally removed \$504,591.03 from the Partnership bank account during the litigation between himself and Hamed – which was paid to a lawyer representing United Corporation against Hamed at the time when United was denying the existence of the partnership. Thus, Yusuf used Partnership funds to pay his/United's lawyer. Judge Brady also commented on this improper diversion of funds in his opinion finding there was a partnership and enjoining Yusuf from any further misconduct. See **Exhibit D** at 5. The checks totaled \$504,591.03, which are attached as **Exhibit F**. Hamed asks either that: (1) the entire amount

plus accrued interest be paid by Yusuf into the Partnership Account overseen by the Master now, or (2) Hamed be paid his one-half plus accrued interest directly by Yusuf now.

4. **Parcel 4-H at the East Store.** There is no dispute that Parcel 4-H Sion Farm was purchased with Partnership insurance proceeds after the 1992 fire. Hamed asks for a private auction using exactly the same format as we used for the Tutu Store.
5. **Dorthea Land Investment by the partnership (\$802,966 owed to Hamed on this investment).** This is an uncontested amount due to Hamed from a transaction that used Partnership funds to help someone else buy the Dorthea property in St. Thomas. The debt was repaid with interest, with Yusuf doing the closing and receiving these Partnership funds – half of which he was supposed to pay Hamed. Attached as **Exhibit G** is Yusuf's handwritten accounting of the amount due Mohammad Hamed from the sale which note he does not dispute that he gave to Hamed, although he has never turned these funds over to Hamed. Hamed asks either the entire amount plus accrued interest be paid to him by Yusuf now.
6. **Daas Mortgage (\$79,000 owed to Hamed).** This is a mortgage to a son-in-law of Fathi's that came from Partnership funds. The accounting is attached as **Exhibit H**. Briefly, this is what the documents show:
 - If you look at page 1 of the spreadsheet everything seems correct on it. (In other words, Daas appears to have paid the partnership in full.)
 - At page 10, under the Heading "Attention: Mr. Ahed Daas" (in Yusuf's handwriting), it notes that Yusuf is owed \$203,500 and Hamed is owed the same.
 - But if you look at the highlighted items on the first page, Yusuf had already collected \$79,500.00 from Daas for his personal use, leaving him being owed only \$124,000 (\$203,500 less \$79,500).
 - Daas then paid Plaza Extra a check for the \$327,500, which was split 50-50 between Hamed and Yusuf (\$163,750 each).
 - Daas says the \$327,500 is the \$124k still due Fathi (after a credit for the first \$79,500 payment to Fathi) and the \$203,500 due Hamed.
 - In short, Fathi received \$79,500 more than Hamed on the partnership loan to Daas.

Hamed asks that the entire amount plus accrued interest be paid to him by Yusuf now.

7. **Merrill-Lynch Account #140-21722-** There is an account that was created at Merrill Lynch in the name of a nephew of Fathi's (from St. Maartin) with Partnership funds. It still exists today. Fathi Yusuf used it for trading stocks. It should be returned to the Partnership, but Fathi, as Liquidating Partner, refuses to claim it for the Partnership despite repeated demands that he do so. We

believe it is because he wants the nephew to "claim" it and just give it all to him. The nephew did show up in St. Thomas about a year ago, but Merrill Lynch refused to release it because of the TRO in this case. The nephew then had Nizar (Fathi's lawyer) call me. Nothing has happened since then. Clearly this is Partnership funds -- the nephew would be screaming if it was really his. Hamed asks that the entire amount plus accrued interest be recovered into the Partnership Account overseen by the Master now

Exhibit A

Three Pending Motions Presently Ripe for Determination

1. Plaintiff Hamed's Motion for Partial Summary Judgment as to Statute of Limitations
 - a. Motion filed May 13, 2014
2. Hamed's Motion for Attorneys Fees for first VI Supreme Court Appeal by Yusuf
 - a. Motion filed October 23, 2013
3. Hamed's Motion for Attorneys Fees for second VI Supreme Court Appeal by Yusuf
 - a. Motion filed March 3, 2015



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September 29, 2015

Gregory Hodges
Stefan B. Herpel
Dudley, Topper and Feuerzeig
1000 Frederiksberg Gade – Box 756
St. Thomas, VI 00804

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

Re: Tax returns for Sixteen Plus, Peters' Farm and Plessen

Dear Counsel:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In this regard, this unilateral action is identical to Yusuf's unilateral decision regarding



Letter dated September 29, 2015


Page 2

the parcel of land on St. Thomas that he now claims United owns, rather than the Partnership, contrary to his sworn statement in his deposition. [REDACTED]

[REDACTED]

Please get back to me at your earliest convenience on these points.

Yours,


Joel H. Holt

JHH/jf

DUDLEY, TOPPER AND FEUERZEIG, LLP

ATTORNEYS AT LAW

LAW HOUSE
1A FREDERIKSBERG GADE
CHARLOTTE AMALIE, ST. THOMAS
U.S. VIRGIN ISLANDS
00802

MAILING ADDRESS:
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ST. THOMAS, VI 00804
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GREGORY H. HODGES
DIRECT DIAL: (340) 715-4405
EMAIL: GHODGES@DTFLAW.COM

October 5, 2015

VIA EMAIL: holtvi@aol.com

Joel H. Holt, Esq.
Law Offices of Joel H. Holt
2132 Company Street, Suite 2
Christiansted, VI 00820

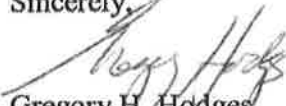
Re: Tax Returns for Peter's Farm, Plessen Enterprises, and Sixteen Plus
Our File No. 6254-1-

Dear Joel:

[REDACTED]

[REDACTED]

[REDACTED] your analogy of this nonexistent claim to a purported claim that United Corporation owns the 1/2 acre parcel of land on St. Thomas is also wrong. As the last two bi-monthly reports make crystal clear, that land is owned by Plessen. [REDACTED]

Sincerely,

Gregory H. Hodges

GHH:mjb

cc: Nizar A. DeWood, Esq.
Carl Hartmann, III, Esq.
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JOEL H. HOLT, ESQ. P.C.

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October 21, 2015

Gregory Hodges
Dudley, Topper and Feuerzeig
1000 Frederiksberg Gade – Box 756
St. Thomas, VI 00804

Re: Tax returns for Sixteen Plus, Peters' Farm and Plessen

Dear Greg:

Regarding my letter of September 29th and your response, I would like to note the following points:

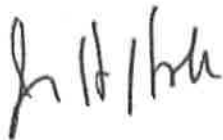
[REDACTED]

2. Additionally, thank you for your clarification that that the ½ acre parcel titled in United on St. Thomas belongs to Plessen. Please let me know when you can do the paperwork necessary to transfer this parcel to Plessen or whether you want me to do so (glad to do it).

[REDACTED]

Please get back to me regarding the transfer of the ½ acre parcel to Plessen at your earliest convenience. Thanks.

Cordially,



Joel H. Holt

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

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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

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

Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

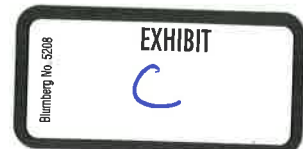
**ACTION FOR DAMAGES
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

**PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S
BI-MONTHLY REPORTS**

In his July 31st report, the Liquidating Partner (Fathi Yusuf) admitted on page 5 that he had not previously provided the required bi-monthly accounting. The delivery of the voluminous accounting filings that was done in one large "document dump" hardly satisfies the obligations to provide meaningful, regular accounting information to Mohammad Hamed. Indeed, this conduct has prevented Hamed from doing his own accounting verification, which he has the right to do under the Liquidation Order, as noted in the August 14th filing asking this Court for more time to complete this task.

However, Hamed would be remiss if he did not also point out that the Liquidating Partner has failed to account for many items, including (1) debts that should be



attributed to him but which he has allocated to the partnership and (2) the identification of assets of the partnership that he has either claimed as his own or abandoned.

By way of example, the Liquidating Partner allocated the purchase cost of two new condensers for the Plaza East store to himself, as they were purchased after the value of the store's equipment had been agreed to. However, he failed to allocate the cost of shipping and installation of these condensers to himself. Instead, he charged these costs to the partnership, which was improper. Of course, this item will be one of the matters addressed in the "claims portion" of the liquidation process. That process will commence once Hamed has had time to review all of the accounting records to determine what other items were improperly charged to the partnership by the Liquidating Partner (to his own benefit).

As for identifying assets, there are problems here as well. For example, in his July 31st Bi-monthly report, the Liquidating Partner fails to identify a significant partnership asset, a Merrill-Lynch account that has in excess of \$300,000 in it, all of which came from Plaza Extra funds. In this regard, the account was placed in the name of a third party, a relative of Mr. Yusuf, even though the deposits came through partnership funds. Apparently the Liquidating Partner thinks Hamed has forgotten about this account, which is a significant partnership asset.

By way of another example, on pages 3-4 of his July 31st report, the Liquidating Partner identifies a specific parcel of land in St. Thomas as partnership property, **but he then claims the land for himself in that same report!** Of course, when he was deposed prior to becoming the Liquidating Partner, Mr. Yusuf *admitted this parcel was purchased with partnership funds. See Exhibit 1.*

Again, these items will become part of the "claims portion" of this liquidation process if not corrected in the Liquidating Partner's final Bi-monthly accounting. However, Hamed wishes to note his objections on the record to this entire accounting now, even though the issues in dispute need not be resolved by the Court at this stage of the liquidation process.

However, once the "claims process" does begin, these items of "self dealing" will warrant this Court modifying its Order that the Liquidating Partner be paid from partnership funds, as at that juncture the only remaining part of the liquidation process will be the adversarial "claims process." Clearly the Liquidating Partner should not be paid for claiming disputed partnership assets for himself.

Dated: August 18, 2015



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5000 Estate Coakley Bay,
Unit L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com
Tele: (340) 719-8941

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of August, 2015, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
% edgarrossjudge@hotmail.com

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

MOHAMMED HAMED by His Authorized)
Agent WALEED HAMED,)

Plaintiff/Counterclaim Defendant,)

vs.)

Case No. SX-12-CV-370

FATHI YUSUF and UNITED CORPORATION,)

Defendants/Counterclaimants,)

vs.)

WALEED HAMED, WAHEED HAMED, MUFEEED)
HAMED, HISHAM HAMED, and PLESSEN)
ENTERPRISES, INC.,)

Additional Counterclaim Defendants.)

THE VIDEOTAPED ORAL DEPOSITION OF FATHI YUSUF

was taken on the 2nd day of April, 2014, at the Law Offices
of Adam Hoover, 2006 Eastern Suburb, Christiansted,
St. Croix, U.S. Virgin Islands, between the hours of
9:17 a.m. and 4:16 p.m., pursuant to Notice and Federal
Rules of Civil Procedure.

Reported by:

Cheryl L. Haase
Registered Professional Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix U.S.V.I.
(340) 773-8161

EXHIBIT

1

Baumgardner & Co. 2008

FATHI YUSUF -- DIRECT

1 property?

2 A. No. I have a contract.

3 Q. So if I went over to Jordan and did a title
4 search -- I don't even know if they do that -- it would show
5 the property's still in both your names?

6 A. Yes.

7 Q. And the Tutu Park property, is that also called
8 Ft. Milner, as well?

9 A. Yeah, it's Ft. Milner or Tutu. It's Ft. Milner, I
10 believe.

11 Q. Okay. And one is a 9-acre parcel?

12 A. 9.31.

13 Q. Then the other one is like a half-acre parcel?

14 A. It's about .53, if I recall.

15 Q. Okay.

16 A. Not too sure exactly.

17 Q. And -- and both of those properties were supposed
18 to belong 50 percent to you and 50 percent to Hamed?

19 A. Up to the time he give me his word, it was 50/50.
20 After that, I would assume all is mine.

21 Q. Okay. So, and what I'm trying to get at is I know
22 there's a half-acre piece in United, that's in the name of
23 United?

24 A. Yes.

25 Q. But that was actually purchased with

FATHI YUSUF -- DIRECT

1 **A.** This is part of the --

2 **Q.** Bigger piece?

3 **A.** -- of the one he pledge to settle the number I
4 give him at our first meeting.

5 **Q.** Okay. And both of those, the smaller piece and
6 the bigger piece, were purchased with money from the
7 supermarket, so they're 50/50.

8 **A.** That's correct.

9 **Q.** Okay. And, you know, you keep referring back to
10 the testimony yesterday of Mr. Mohammad Hamed.

11 Did you hear him say anything that you think
12 is incorrect or untruthful?

13 **A.** A lot, unfortunate. A lot of what he say, I don't
14 agree with.

15 **Q.** Okay. Let me come back to that.

16 All right. So getting back to the exhibit in
17 front of you, I'm just going to read you two more clauses
18 and then we'll be done with this one.

19 The third -- the third clause from the bottom
20 says, Whereas the partners have shared profits, losses,
21 deductions, credits and cash --

22 **A.** Excuse me. Where -- where it says that? What
23 page?

24 **Q.** The page you're on, right there.

25 **A.** This?

UNITED CORPORATION D/B/A
PLAZA EXTRA

PO BOX 703

CHRISTIANSTEDT, USVI 00801-0703

1154

101-508218

8/15/2012

United Corporation

\$ 2,774,900.25

Two million Seven Hundred eighty Four Thousand Seven Hundred Six Dollars & 25/100

Scotiabank
THE BANK OF NOVA SCOTIA

10011511 NO 2160808AN 058120080113

[Handwritten signature]



From Brady Findings of Fact

33. Waleed Hamed testified that Fathi Yusuf utilized Plaza Extra account funds to purchase and subsequently sell property in Estate Dorothea, St. Thomas, to which it was agreed that Hamed was entitled to 50% of net proceeds. Although Yusuf's handwritten accounting of sale proceeds confirms that Hamed is due \$802,966, representing 50% of net proceeds (*Pl. Ex. 18*), that payment has never been made to Hamed and the disposition of those sale proceeds is not known to Hamed. *Tr.88:8-90:17, Jan. 25, 2013;*
34. Each of the three Plaza Extra Supermarkets maintains and accounts for its operations separately, with separate bank accounts. In total, the stores maintain a total of approximately eleven accounts. *Tr. 35:17-20; 36:22-38:25; 229:10-13, Jan. 25, 2013.*
35. On or about August 15, 2012, Yusuf wrote a check signed by himself and his son Mahar Yusuf and made payment to United in the amount of \$2,784,706.25 from a segregated Plaza Extra Supermarket operating account, despite written objection of Waleed Hamed on behalf of Plaintiff and the Hamed family, who claimed that, among other objections, the unilateral withdrawal violated the terms of the District Court's restraining order in the Criminal Action. *Tr. 246:1-250:14, Jan. 25, 2013; Pl.Group Ex. 13.*
36. On the first hearing day, Mahar Yusuf, President of United Corporation testified under oath that he used the \$2,784,706.25 withdrawn from the Plaza Extra operating account to buy three properties on St. Croix in the name of United. On the second hearing day, Mahar Yusuf contradicted his prior testimony and admitted that those withdrawn funds had actually been used to invest in businesses not owned by United, including a mattress business, but that none of the funds were used to purchase properties overseas. *Tr. 250:2-251:15, Jan. 25, 2013; Tr. 118:12-120:2, Jan. 31, 2013.*

37. A restraining order was entered by the District Court in the Criminal Action which remains in place and restricts withdrawal of funds representing profits from the supermarkets that have been set aside in the Banco Popular Securities brokerage account pending the conclusion of the Criminal Action or further order of that Court, *Tr. 41:15-42:18; 119:4-12, Jan. 25, 2013*. The Criminal Action will remain pending until past tax returns are filed, *Tr. 134:15-136:22; 242:16-245:5, Jan. 25, 2013*. As of January 18, 2013, the brokerage account had a balance of \$43,914,260.04. *Def. Ex. 9* This Court cannot enforce the restraining order or otherwise control any aspect of the Criminal Action or its disposition.

38. Funds from supermarket accounts have also been utilized unilaterally by Yusuf, without agreement of Hamed, to pay legal fees of defendants relative to this action and the Criminal Action, in excess of \$145,000 to the dates of the evidentiary hearing. *Tr. 76:5-82:9, Jan. 25, 2013; Pl. Ex. 15, 16.*⁵

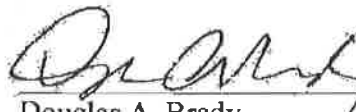
39. Since at least late 2012, Yusuf has threatened to fire Hamed family managers and to close the supermarkets. *Tr. 149:20-150:22; 158:18-159:12; 253:25-254:19, Jan. 25, 2013*.

40. On January 8, 2013, Yusuf confronted and unilaterally terminated 15 year accounting employee Wadda Charriez for perceived irregularities relative to her timekeeping records of her hours of employment, threatening to report her stealing if she challenged the firing or sought unemployment benefits at Department of Labor, *Tr. 181:20-185:16, Jan. 25, 2013*. Charriez had a "very critical job" with Plaza Extra (*Tr 179:17-19, Jan. 25, 2013*),

⁵ Plaintiff has submitted Exhibit 30 with his February 19, 2013 Second Request to Take Judicial Notice and Request to Supplement the Hearing Record, granted by separate Order. Defendants' opposition to Plaintiffs' Motion did not address Exhibit 30, consisting of two checks in the total sum of more than \$220,000 in payment to defense counsel in this action, dated January 21, 2013 and February 13, 2013, drawn on a supermarket account by Defendants without Plaintiffs' consent. Although the evidence is cumulative and not essential to the Court's decision herein, it reflects an ongoing practice of unilateral withdrawals and the possibility of continuing unilateral action in the future.

1. The operations of the three Plaza Extra Supermarket stores shall continue as they have throughout the years prior to this 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.
2. No funds will be disbursed from supermarket operating accounts without the mutual consent of Hamed and Yusuf (or designated representative(s)).
3. All checks from all Plaza Extra Supermarket operating accounts will require two signatures, one of a designated representative of Hamed and the other of Yusuf or a designated representative of Yusuf.
4. A copy of the Order accompanying this Opinion will be provided to the depository banks where all Plaza Extra Supermarket operating accounts are held.
5. Plaintiff shall forthwith file a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) with the Clerk of the Court, and shall provide notice of the posting to Defendants. (Plaintiff's interest in the "profits" accounts of the business now held at Banco Popular Securities shall serve as additional security to pay any costs and damages incurred by Defendants if found to have been wrongfully enjoined.)

Dated: April 25, 2013


Douglas A. Brady
Judge of the Superior Court

ATTEST:

VENETIA H. VELASQUEZ
Clerk of the Court

By: 
Chief Deputy Clerk

4/25/13

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

MOHAMMED HAMED,
Plaintiff,
v.
UNITED CORPORATION,
Defendants.

Action for Damages and
Declaratory Relief

File No. SX-14-CV- _____

COMPLAINT

Comes now, the Plaintiff, Mohammad Hamed, and hereby files this Complaint against the United Corporation, alleging as follows:

1. This Court has jurisdiction over this matter pursuant to Title 4 V.I.C. §76(a) and 5 V.I.C. §1261.
2. Plaintiff Mohammad Hamed ("Hamed") is an adult resident of St. Croix, United States Virgin Islands.
3. Defendant United Corporation ("United") a USVI corporation with its business office on St. Croix, United States Virgin Islands. Fathi Yusuf is an officer and director of United. Fathi Yusuf and his wife are the majority shareholders and all of the other shareholders are family members.
4. Fathi Yusuf and Mohammad Hamed are partners in a USVI partnership that operates the three Plaza Extra Supermarkets in the Virgin Islands and has its business office on St. Croix.
5. On or about August 20, 2012, United Corporation acting by and through Fathi Yusuf and his son Mike Yusuf, United's shareholder and president, unilaterally and wrongfully converted \$2.7 million from segregated Plaza



Extra supermarket accounts used to operate the partnership's three stores, placing the funds in a separate bank account of United controlled only by United and the Yusuf family.

6. United was on written notice (1) that the funds should not be so removed, and (2) later, that these funds were improperly diverted from the partnership accounts over the objection of Mohammad Hamed.
7. United then used \$500,000 of these funds to purchase the following described properties ("Properties") located in St. Croix, U.S. Virgin Islands in its own name, to wit:

Plot 3-A Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 0.067 U.S. acres, as more fully shown on OLG 3173-004 dated 06/16/1975 and revised 03/16/1987

Plot 3-B Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 0.784 U.S. acres, as more fully shown on OLG 3173-004 dated 06/16/1975 and revised 03/16/1987

Plot 4 Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 125.995 U.S. acres, as more fully shown on OLG 2650 dated 08/27/1969 and revised 02/25/2000

8. Since the Properties were acquired by United with the use of partnership funds improperly removed from the partnership, Hamed is entitled to a 50% interest in these Properties, of which he has given notice to all third parties by placing a lis pendens against the property, a copy of which is attached as **Exhibit A**.
9. The plaintiff is entitled to declaratory relief that he owns 50% of these Properties.

WHEREFORE, the Plaintiff seeks the following relief from this Court as follows:

- 1) Declaratory Relief against United regarding the ownership rights of the plaintiff as to the three Properties in question, declaring that he has a 50% interest in these Properties.
- 2) An award of attorney's fees and costs against United; and
- 3) Any other relief the Court deems appropriate as warranted by the facts and the applicable law.

Dated: July 14, 2014



Joel H. Holt, Esq.
2132 Company Street
St. Croix, VI 00820
(340) 773-8709
holtvi@aol.com

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
Telephone: (340) 719-8941
Email: carl@carlhartmann.com

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

MOHAMMED HAMED,
Plaintiff,
v.
UNITED CORPORATION,
Defendants.

Action for Damages and
Declaratory Relief

File No. SX-14-CV- _____

NOTICE OF LIS PENDENS

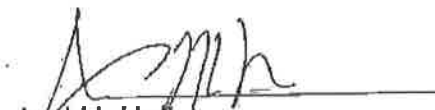
Please take notice that the above entitled action has been filed in the Superior Court of the Virgin Islands and affects the title of the following described properties located in St. Croix, U.S. Virgin Islands to wit:

Plot 3-A Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 0.067 U.S. acres, as more fully shown on OLG 3173-004 dated 06/16/1975 and revised 03/16/1987

Plot 3-B Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 0.784 U.S. acres, as more fully shown on OLG 3173-004 dated 06/16/1975 and revised 03/16/1987

Plot 4 Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 125.995 U.S. acres, as more fully shown on OLG 2650 dated 08/27/1969 and revised 02/25/2000

Dated: July 14, 2014


Joel H. Holt
Attorney for Plaintiff
2132 Company Street
Christiansted, VI 00820
holtvi@aol.com
(340) 773-8709



Attorney Fees Paid to Joe DiRuzzo, FUERST ITTLEMAN DAVID & JOSEPH, PL

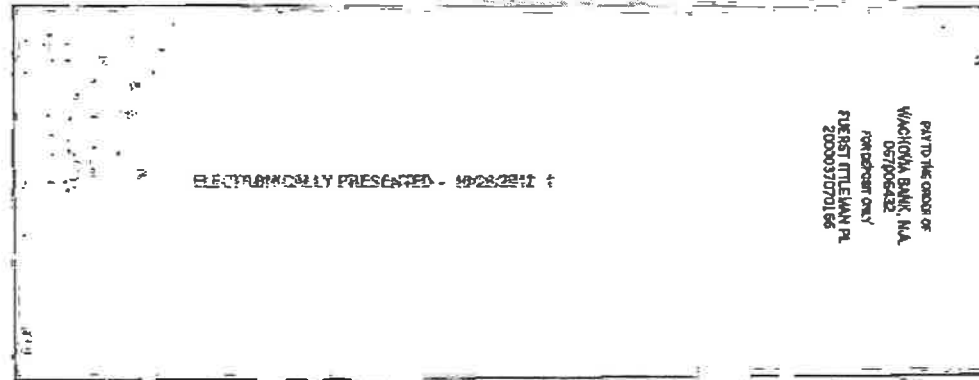


Payments After 1/1/2012 to Fuerst Ittleman from Plaza Account

Date	Payee	From Account	Amount	Check No.
2012-10-19	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 15,067.26	3979
2012-10-19	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 29,011.50	3977
2012-11-16	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 99,254.45	4195
2013-01-21	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 111,660.24	4642
2013-02-13	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 112,383.82	4819
2013-03-06	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 82,274.87	5055
2013-04-03	Fuerst Ittleman	Plaza Extra - Banco Popular	\$ 54,938.89	5193
			\$ 504,591.03	

CHECK 3977

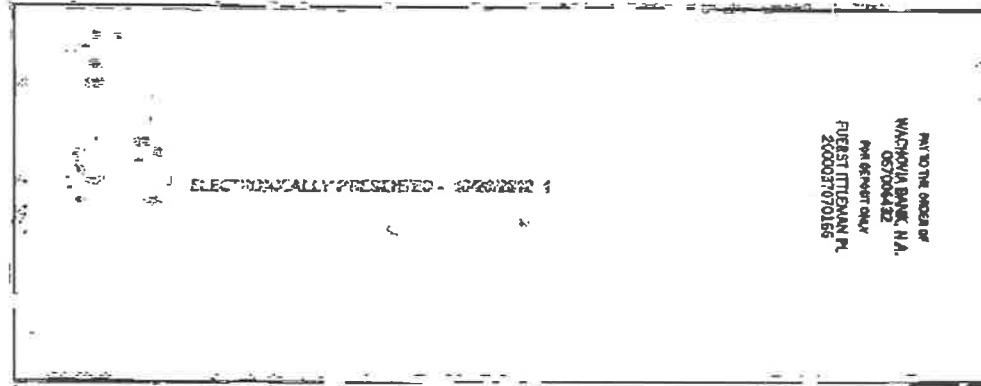
Dated: Friday, October 19, 2012
Amount: \$99,254.45
Cleared: Sunday, October 28, 2012
Depository Account: Fuerst Littleman PL
Wachovia Bank N.A.
2000037070166

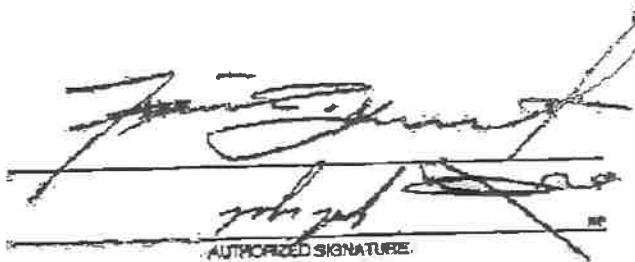


UNITED CORPORATION DBA PLAZA EXTRA (840) 719-1870 PO BOX 3649 ST CROIX, VI 00851		BANCO POPULAR DE PUERTO RICO 101-687216	3977 3977
		DATE	Oct 19, 2012
		AMOUNT	\$ 329,011.50
PAY TO THE ORDER OF:	Twenty-Nine Thousand Eleven and 50/100 Dollars		
	FUEIRST LITTLEMAN DAVID & JOSEPH, PL 1001 BRICKELL BAY DRIVE 32ND FLOOR MIAMI, FL 33131		
Memo:			
		<i>[Signature]</i> AUTHORIZED SIGNATURE	
⑆003977⑆ ⑆021606674⑆ 1910256269⑆			

CHECK 3979

Dated: Friday, October 19, 2012
Amount: \$15,067.26
Cleared: Sunday, October 28, 2012
Depository: Fuerst Ittleman PL
Account: Wachovia Bank N.A.
2000037070166



UNITED CORPORATION DBA PLAZA EXTRA (340) 718-1870 PO BOX 3849 ST CROIX, VI 00851		BANCO POPULAR DE PUERTO RICO 301-987/216	3979 MICR LINE
		DATE Oct 19, 2012	
		AMOUNT \$ 15,067.26	
PAY TO THE ORDER OF:	Fifteen Thousand Sixty-Seven and 26/100 Dollars		
	FUERST ITTLEMAN DAVID & JOSEPH, PL 1001 BRICKELL BAY DRIVE 32ND FLOOR MIAMI, FL 33131		
Memo:	 AUTHORIZED SIGNATURE		
⑈003999⑈ ⑆021806674⑆ 1910256269⑈			

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 719-1870
PO BOX 3649
ST CROIX, VI 00851

BANCO POPULAR DE PUERTO RICO
101-667/216

4195
CHECK NUMBER

DATE

Nov 16, 2012


AMOUNT

\$ 99,254.45

PAY
TO THE
ORDER
OF:

Ninety-Nine Thousand Two Hundred Fifty-Four and 45/100 Dollars
FUERST ITTLEMAN DAVID & JOSEPH, PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

Memo:



AUTHORIZED SIGNATURE

⑈004195⑈ ⑆021606674⑆ 191⑈256269⑈

HAMD203422

Notable on Bank
Security Features Included

PAY TO THE ORDER OF
WACHOVIA BANK, N.A.
067006432

FOR DEPOSIT ONLY

FUERST ITTLEMAN PL
2000037070166

11/15/2008 11:15 AM

WACHOVIA BANK, N.A.
11/15/2008 11:15 AM
FUE...
2000037070166

FIAMD203423

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 719-1870
PO BOX 3649
ST CROIX, VI 00851

BANCO POPULAR DE PUERTO RICO
101-667216

4642
CHECK NUMBER

DATE
Jan 21, 2013

AMOUNT
\$ ***\$111,660.24

Pin	10
Type	ok
Issue Date	ok
Rep. Exp. Date	ok
Int.	ok
MP	ok

PAY One Hundred Eleven Thousand Six Hundred Sixty and 24/100 Dollars

TO THE ORDER OF:
FUERST ITTLEMAN DAVID & JOSEPH PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

[Handwritten Signature]

AUTHORIZED SIGNATURE
[Handwritten Signature]

Memo :

⑈004642⑈ ⑆021606674⑆ 191⑈256269⑈

HAMD261896

Details on Back.

Security Features Included

PAY TO THE ORDER OF
WACHOVIA BANK, N.A.
067006432

FOR DEPOSIT ONLY

FUERST ITTLEMAN PL
2000037070166

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AMD261897

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 719-1870
PO BOX 3649
ST CROIX, VI 00851

BANCO POPULAR DE PUERTO RICO

Pin ID	101-667215
Type	Open <i>OK</i>
Issue/Exp.	AD <i>X</i>
Acc. Dep. Only	<i>OK</i>
Hist.	<i>OK</i>
	Sig. <i>OK</i>
	HPF <i>OK</i>
	Memo <i>OK</i>

4819

CHECK NUMBER

DATE
Feb 13, 2013

AMOUNT
\$ ***\$112,383.32

PAY One Hundred Twelve Thousand Three Hundred Eighty-Three and 32/100 Dollars
TO THE ORDER OF: FUERST ITTLEMAN DAVID & JOSEPH PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

David Joseph Fuert

AUTHORIZED SIGNATURE

Memo:

⑈004819⑈ ⑆021606674⑆ 191 256269⑈

HAMD277362

Details on Back.



Security Features Included

PAY TO THE ORDER OF
WACHOVIA BANK, N.A.
067006432

FOR DEPOSIT ONLY

FUERST ITTLEMAN PL
2900037070166

3087735100

HAMD277363

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 719-1870
PO BOX 3649
ST CROIX, VI 00851

BANCO POPULAR DE PUERTO RICO
101-667/216

5005
CHECK AMOUNT
TRAVERSE TECHNOLOGY

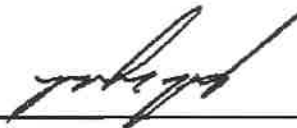
DATE
Mar 6, 2013


AMOUNT

\$ ***\$82,274.87**

PAY Eighty-Two Thousand Two Hundred Seventy-Four and 87/100 Dollars

TO THE ORDER OF: FUERST ITTLEMAN DAVID & JOSEPH PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131





AUTHORIZED SIGNATURE MP

Memo:

⑈005005⑈ ⑆021606674⑆ 191⑈256269⑈

HAMD562193

Details on Back



Security Features Included

PAY TO THE ORDER OF
WACHOVIA BANK, N.A.
067006432

FOR DEPOSIT ONLY

FUERST ITTLEMAN PL
2000037070166

RECORDED & INDEXED - 3/20/03

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HAMID562194

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 719-1870
PO BOX 3649
ST CROIX, VI 00851

BANCO POPULAR DE PUERTO RICO
101-667/216

5193
CHECK NUMBER

DATE
Apr 3, 2013

AMOUNT

\$ ***\$54,938.89**

PAY TO THE ORDER OF: Fifty-Four Thousand Nine Hundred Thirty-Eight and 89/100 Dollars

FUERST ITTLEMAN DAVID & JOSEPH PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

Memo:

HAMD562231 005193 021606674 191 256269



AUTHORIZED SIGNATURE

Details on Back.
Security Features Included

Doro-thia
Jordan Fund 75,000 - Dinar

1,500,000.00
105,932.00

Fathi YUSUF

From Jordan " "

Balance for Fathi YUSUF


1,605,932.00
← 617,000.00
← 105,932.00
80,034.00

802,966.00

2
1,605,932.00

802,966.00



Date	Item	Amount	To Date
9/30/2008	M. Zatar Check 	\$ 5,000.00	\$ 5,000.00
5/19/2003	Daas Corp Ck 2067 to Plaza Extra ✓	\$ 67,000.00	\$ 72,000.00
5/19/2003	Daas Corp Ck 2068 to Iqra Academy	\$ 10,000.00	\$ 82,000.00
5/27/2003	Daas Corp Ck 2082 to Plaza Extra ✓	\$ 200,000.00	\$ 282,000.00
7/10/2003	Daas Corp Ck 2135 to Plaza Extra ✓	\$ 100,000.00	\$ 382,000.00
9/7/2003	Daas Corp Ck 2205 to Plaza Extra ✓	\$ 50,000.00	\$ 432,000.00
3/29/2004	Daas Corp Ck 2553 to Fathi Yusuf	\$ 30,000.00	\$ 462,000.00
2/2/2005	Daas Corp Ck 3314 to Fathi Yusuf	\$ 30,000.00	\$ 492,000.00
5/12/2005	Daas Corp Ck 3546 to Iqra Academy	\$ 50,000.00	\$ 542,000.00
5/12/2005	Daas Corp Ck ----- to Iqra Academy	\$ 50,000.00	\$ 592,000.00
4/18/2008	Daas Corp Ck 5724 to Scotia (Nadira)	\$ 10,090.00	\$ 602,090.00
2/4/2009	Daas Corp Ck 1768 to Iqra Academy	\$ 30,000.00	\$ 632,090.00
2004	Daas Corp Ck ----- to Fathi Yusuf (STM)	\$ 9,500.00	\$ 641,590.00
4/10/2003	Tropical Ck to Plaza Extra	\$ 23,107.95	\$ 664,697.95
2/25/2004	Tropical Ck to Plaza Extra	\$ 24,880.38	\$ 689,578.33
4/4/2004	Daas Corp Ck 2573 to Plaza Extra	\$ 2,011.67	\$ 691,590.00
5/3/2005	Tropical Ck to Plaza Extra	\$ 25,743.48	\$ 717,333.48
3/15/2006	Tropical Ck to Plaza Extra	\$ 33,908.79	\$ 751,242.27
3/12/2007	Tropical Direct Deposit to Plaza Extra	\$ 35,136.22	\$ 786,378.49
3/24/2008	Tropical to Plaza to VI Islamic (Ck 17423)	\$ 36,909.25	\$ 823,287.74
4/14/2009	Tropical to Daas to VI Islamic (CK 6637)	\$ 43,838.52	\$ 867,126.26
4/2/2010	Tropical to Daas to VI Islamic (CK 7618)	\$ 38,141.71	\$ 905,267.97
2/25/2011	Tropical to Daas to Iqra Academy (CK 8559)	\$ 39,487.77	\$ 944,755.74

\$ 427,000.00

Loan \$ 1,117,000.00
Balance \$ (172,244.26)



DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2067

101-606/218

DATE 5-19-07

PAY
TO THE
ORDER OF

PLAZA EXTRA

\$ 67,000

SIXTY SEVEN THOUSAND

DOLLARS



Scotiabank 
THE BANK OF NOVA SCOTIA
CHARLOTTE, AMALIE
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR

payment on loan



⑆00 206 7⑆ ⑆02 1606056⑆ 044 55356 115⑆

DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2082

101-805/216

DATE 5-27-07

PAY

TO THE
ORDER OF

PIAZA EXTRA

\$ 200,000

TWO HUNDRED THOUSAND &

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST THOMAS, U.S. VIRGIN ISLANDS

FOR

PAYMENT ON CARD

⑈002082⑈ ⑆021606056⑆ 044⑈55356115⑈

**DAAS CORPORATION
FOOD CENTER SUPERMARKET**

26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2135

101-605/216

DATE 7-10-03

PAY

TO THE
ORDER OF

PLAZA EXTRA

\$ 100,000

One Hundred Thousands &

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALE
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR

payment on Loan

[Handwritten Signature]

⑈002135⑈ ⑆021606056⑆ 044⑈55356⑈15⑈

DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2205

101-605/216

DATE 9-7-07

PAY
TO THE
ORDER OF

PLAZA EXTRA

\$ 50,000

FIFTY THOUSAND &

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR

PAYMENT ON LOAN

⑆002205⑆ ⑆021806056⑆ 044⑆55358115⑆

09949

107-505/216

DAAS CORPORATION
FOOD CENTER SUPERMARKET
28 & 27th ESTA FRYDENHOU
PO BOX 502967
ST THOMAS, VI 00805

DATE 7-31-12

PAY TO THE ORDER OF

United Corporation

\$100,000-

One Hundred Thousand

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
A EQUAL OPPORTUNITY BANK

FOR

[Signature]

⑆009949⑆ ⑆021606056⑆ 044⑆5356⑆⑆5⑆

DAAS CORPORATION
DBA FOOD CENTER SUPERMARKET
P.O. BOX 502867
26 & 27 ESTATE FRYDENHOLJ
ST THOMAS, VI 00805
TEL (340) 777 8806

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00004
101 605218

10016

8-31-12

PAY TO THE
ORDER OF

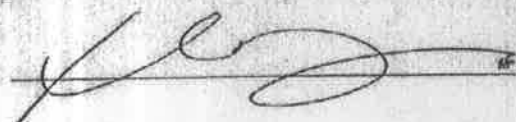
UNITED CORPORATION

\$ 100,000-

ONE HUNDRED THOUSAND

DOLLARS

MEMO



⑆01001⑆ ⑆021606056⑆ 044⑆55356115⑆

DAAS CORPORATION / DBA FOOD CENTER SUPERMARKET

10016

DAAS CORPORATION / DBA FOOD CENTER SUPERMARKET

10016

PAYMENT
RECORD



CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

DAAS CORPORATION
DBA FOOD CENTER SUPERMARKET
P.O. BOX 502967
26 & 27 ESTATE FRYDENHOJ
ST THOMAS, VI 00805
TEL. (340) 777-8806

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00804
101-6052218

10123

10/15/2012

PAY TO THE ORDER OF United Corporation

\$ 8,000.00

Eight Thousand and 00/100

DOLLARS

United Corporation

MEMO



⑆0⑆10⑆123⑆⑆0⑆2⑆606096⑆044⑆553561⑆5⑆

DAAS CORPORATION / DBA FOOD CENTER SUPERMARKET

10123

United Corporation

10/15/2012

8,000.00

Scotia Bank

8,000.00

© 2011 INTUITIVE, INC. • FREE • EAT • SECURE

Details on Back • Secure Check

Attention:- MR. Ahmed Daas

Food Center	2,117,000.00
paid to YUSUF Abed Qader	1,000,000.00

	1,117,000.00
paid to Plaza OK:	417,000.00

	700,000.00
paid to united	288,000.00

	412,000.00
paid to MR. Zatter	5,000.00

407,000.00

<u>YUSUF</u>	<u>Hamed</u>
203,500.00	203,500.00

paid to YUSUF 10,000 + 30,000 + 30,000 + 9,500.00	- 79,500.00
---	-------------

3 years Rent of \$2,400. - monthly + 43,200.00	43,200.00
--	-----------

\$ 167,200.00	\$ 160,300.00
\$ 124,000.00	\$ 203,500.00

167,200.00
160,300.00

total	\$ 327,500.00
-------	---------------

Attention: - MR. Ahmad Daas

Food Center	2,117,000.00
paid to YUSUF	1,000,000.00

	1,117,000.00
paid to Plaza	417,000.00

	700,000.00
paid to united	288,000.00

	412,000.00
paid to MR. Zatter	5,000.00

	407,000.00
--	------------

YUSUF

203,500.00

Ahmad

203,500.00

paid to YUSUF 10,000 + 30,000 +
30,000 + 9,500.00

- 79,500.00

3 years Rent of \$2,400.00 - monthly + 43,200.00

43,200.00

\$ 167,200.00	\$ 160,300.00
---------------	---------------

167,200.00

160,300.00

total \$ 327,500.00

<u>Date</u>	<u>Item</u>	<u>Amount</u>	<u>To Date</u>
9/30/2008	M. Zatar Check	\$ 5,000.00	\$ 5,000.00
5/19/2003	Daas Corp Ck 2067 to Plaza Extra	\$ 67,000.00	\$ 72,000.00
5/19/2003	Daas Corp Ck 2068 to Iqra Academy	\$ 10,000.00	\$ 82,000.00
5/27/2003	Daas Corp Ck 2082 to Plaza Extra	\$ 200,000.00	\$ 282,000.00
7/10/2003	Daas Corp Ck 2135 to Plaza Extra	\$ 100,000.00	\$ 382,000.00
9/7/2003	Daas Corp Ck 2205 to Plaza Extra	\$ 50,000.00	\$ 432,000.00
3/29/2004	Daas Corp Ck 2553 to Fathi Yusuf	\$ 30,000.00	\$ 462,000.00
2/2/2005	Daas Corp Ck 3314 to Fathi Yusuf	\$ 30,000.00	\$ 492,000.00
5/12/2005	Daas Corp Ck 3546 to Iqra Academy	\$ 50,000.00	\$ 542,000.00
5/12/2005	Daas Corp Ck — to Iqra Academy	\$ 50,000.00	\$ 592,000.00
4/18/2008	Daas Corp Ck 5724 to Scotia (Nadira)	\$ 10,090.00	\$ 602,090.00
2/4/2009	Daas Corp Ck 1768 to Iqra Academy	\$ 30,000.00	\$ 632,090.00
2004	Daas Corp Ck — to Fathi Yusuf (StM)	\$ 9,500.00	\$ 641,590.00
4/10/2003	Tropical Ck to Plaza Extra	\$ 23,107.95	\$ 664,697.95
2/25/2004	Tropical Ck to Plaza Extra	\$ 24,880.38	\$ 689,578.33
4/4/2004	Daas Corp Ck 2578 to Plaza Extra	\$ 2,011.67	\$ 691,590.00
5/3/2005	Tropical Ck to Plaza Extra	\$ 25,743.48	\$ 717,333.48
3/15/2006	Tropical Ck to Plaza Extra	\$ 33,908.79	\$ 751,242.27
3/12/2007	Tropical Direct Deposit to Plaza Extra	\$ 35,136.22	\$ 786,378.49
3/24/2008	Tropical to Plaza to VI Islamic (Ck 17423)	\$ 36,909.25	\$ 823,287.74
4/14/2009	Tropical to Daas to VI Islamic (CK 6637)	\$ 43,838.52	\$ 867,126.26
4/2/2010	Tropical to Daas to VI Islamic (CK 7618)	\$ 38,141.71	\$ 905,267.97
2/25/2011	Tropical to Daas to Iqra Academy (CK 8559)	\$ 39,487.77	\$ 944,755.74
		Loan	\$ 1,117,000.00
		Balance	\$ (172,244.26)

DAAS CORPORATION - St. Thomas

Cash Deposits

176
112
279

\$ 288,000.00
From Yusuf

Date	Description	Amount	Balance
13-Jul-99	Cash	\$25,000.00 ✓	\$25,000.00
14-Jul-99	Deposit	\$9,100.00 ✓	\$34,100.00
17-Jul-99	Deposit	\$8,000.00 ✓	\$42,100.00
18-Jul-99	Deposit	\$9,900.00 ✓	\$52,000.00
19-Jul-99	Deposit	\$8,000.00 ✓	\$60,000.00
20-Jul-99	Deposit	\$8,400.00 ✓	\$68,400.00
21-Jul-99	Deposit	\$9,720.00 ✓	\$78,120.00
26-Jul-99	Deposit	\$8,440.00 ✓	\$86,560.00
27-Jul-99	Deposit	\$8,480.00 ✓	\$95,040.00
28-Jul-99	Deposit	\$8,000.00 ✓	\$101,040.00
29-Jul-99	Deposit	\$9,260.00 ✓	\$110,300.00
30-Jul-99	Deposit	\$9,260.00 ✓	\$119,560.00
31-Jul-99	Deposit	\$8,560.00 ✓	\$128,120.00
02-Aug-99	Deposit	\$8,060.00 ✓	\$136,180.00
03-Aug-99	Deposit	\$8,260.00 ✓	\$144,440.00
04-Aug-99	Deposit	\$8,880.00 ✓	\$153,300.00
05-Aug-99	Deposit	\$8,000.00 ✓	\$161,300.00
06-Aug-99	Deposit	\$9,640.00 ✓	\$170,940.00
07-Aug-99	Deposit	\$8,040.00 ✓	\$178,980.00
08-Aug-99	Deposit	\$9,100.00 ✓	\$188,080.00
09-Aug-99	Deposit	\$8,180.00 ✓	\$196,260.00
10-Aug-99	Deposit	\$9,420.00 ✓	\$205,680.00
16-Aug-99	Deposit	\$9,700.00 ✓	\$215,380.00
17-Aug-99	Deposit	\$8,760.00 ✓	\$224,140.00
24-Aug-99	cash	\$200,000.00	\$424,140.00
25-Aug-99	Cash	\$13,860.00	\$438,000.00
08-Sep-99	Cash	\$150,000.00	\$588,000.00
07-Feb-00	Cash	\$200,000.00	\$788,000.00

5/24/99 check 7338 100,000.00

5/10/99 > SAME from STX.
CF + 7286

112,000.00

\$ 1,000,000.00