

**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  
SIXTH BI-MONTHLY REPORT**

The Liquidating Partner's Sixth Bi-Monthly Report, accompanied by the January 31<sup>st</sup> accounting, demonstrates that **the Liquidating Partner continues to loot the partnership assets without restraint**. As such, Hamed hereby submits a general objection to that report, although several specific items require some discussion.

**I. Yusuf's looting of the partnership assets for himself and United**

There are several glaring withdrawals of funds by the Liquidating Partner to benefit himself and his corporation, United Corporation, which must be noted.

First, the Landlord for the Plaza Tutu Store in St. Thomas sent the annual percentage rent calculation for that store, seeking a total payment of \$41,462.28. Because that store was owned by the partnership for 6 months of this time period and

by Hamed's new company, KAC357, Inc. ("KAC"), for the last 6 months of this time period, KAC asked the partnership to pay half of this amount, or \$20,731.14. At first Yusuf refused to pay this amount. However, in the most recent accounting reconciliation submitted, Yusuf apparently decided to pay *the entire amount* from the partnership funds (even though only half was owed by the partnership), and **then paid himself an equal amount as a partnership distribution of \$41,462.28**, as confirmed by John Gaffney. See **Exhibit 1**. This unilateral withdrawal demonstrates that Yusuf is no longer acting in anyone's interest but his own, looting the partnership funds without a court order---acting as Liquidating Partner, Judge and Jury. Indeed, this sum should be promptly returned.

Second, the Landlord for the Plaza Tutu Store in St. Thomas also sent the real property tax assessment for that store for 2012 and 2013 (totaling \$79,009.87), which are real property taxes reimbursed to the landlord by the tenant (the Yusuf/Hamed partnership in 2012 and 2013) under the written lease for the STT premises. These tax bills were submitted to the Liquidating Partner, who promptly paid them, even though he disputed the payment for the percentage rent! This pleasant surprise was short lived, however, as the January 31<sup>st</sup> accounting reconciliation revealed that when this tax payment was reimbursed to the STT landlord by the partnership, Yusuf then gave himself (presumably paid to United) **a larger distribution, which totaled \$89,443.92**. See **Exhibit 1**.<sup>1</sup>

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<sup>1</sup> According to Gaffney, Yusuf justified these disbursements to himself as being "a rent adjustment" owed to him as the landlord of the Plaza Extra on St. Croix for these same two years---i.e., since the landlord in STT got these funds, he should get an even higher amount as the landlord on STX! See **Exhibit 1**.

Not to be outdone, Yusuf also apparently repeated this procedure for the 2014 taxes owed for the STT store, supposedly paying the STT landlord \$43,069.38 for this tax bill, **while then paying himself (or United) \$46,990.48 for the Plaza East store.** See **Exhibit 1.**

These unilateral payments to the Plaza East landlord, owned by Yusuf, are totally unjustified, further demonstrating why the Liquidating Partner should be removed along with an Order directing that these sums be promptly returned to the partnership account at once.

In short, while this Court already allowed Yusuf to withdraw the monthly rent due by Plaza East to United for this time period (\$58,791.38 per month, which has since been paid), Yusuf unilaterally continues to pay himself (or United) additional rent, thus modifying this Court's prior Order without seeking leave of Court to do so! Liquidating Partner, Judge and Jury. And looter.

## **II. Legal and Accounting Fees**

On December 17, 2015, the Liquidating Partner apparently paid his own personal lawyer, DTF, \$57,605 for work done supposedly for the partnership **since February of 2015** (without any notice or court approval). See **Exhibit 1.** However, **the parties agreed at the outset of this process that their respective lawyers would not be paid from partnership funds** during this process. In this regard, Hamed pointed out in his October 21, 2014, filing as follows (See **Exhibit 2** at p. 9):

### 5. Yusuf's Counsel/Accounting Experts can receive no Extra Payments

The Court's final Order needs to clarify that Yusuf's litigation counsel . . . cannot be paid at all from Plaza Extra funds. Beyond the ethical conflict—which would strictly prohibit this dual representation as counsel already represents the major

claimant, United—if additional legal work . . . is necessary, it should be dealt with solely by unaligned counsel . . . responsive to the Master, not to a litigating party. Plaintiff asks that the final Order be *very clear* in this regard, which he believes Yusuf will agree to based on conversations to date.

In response, Yusuf (through DTF) agreed, stating in part (See **Exhibit 3** at p. 13):

The Order needs no clarification because it does not propose that Yusuf s counsel . . . would be paid with partnership funds . . .

Notwithstanding this express acknowledgment, Yusuf has now used partnership funds to pay DTF, which was paid on December 17, 2015, according to the accounting records.<sup>2</sup> See **Exhibit 1**.

Of course, aside from the questionable nature of these services and how they were initially incurred,<sup>3</sup> DTF cannot represent both the partnership and Yusuf.

For example, the Sixth Bi-Monthly Report again identifies a specific parcel of land in St. Thomas as belonging to Yusuf's company, not the partnership, contrary to Yusuf's multiple admissions that the property was purchased with partnership funds. The bill from DTF includes time spent preparing these monthly reports. See **Exhibit 1**. This billing demonstrates this obvious conflict--**the partnership is paying DTF to take a position that is contrary to its interests**, despite the plethora of evidence that this

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<sup>2</sup> Hamed has disputed the propriety of this bill to the Master. See **Exhibit 1**. That objection remains. Moreover, while the Liquidating Partner suggests this payment was approved *after* a discussion between the parties on January 25, 2016, that is incorrect, but Judge Ross can speak to this misrepresentation if he chooses to do so. Indeed, while the Master may have approved this payment, the Master cannot waive this conflict under the V.I. Supreme Court's standard cited in the motion to disqualify DTF, particularly "nunc pro tunc."

<sup>3</sup> One has to wonder if the payment was for an actual bill that had been accruing since February of 2015 on an unpaid basis, or whether it was for work that had already been paid for by Yusuf during 2015, which would mean these funds then went from DTF back to Yusuf.

parcel is a partnership asset. Thus, this payment of fees was improper as well, so that payment should also be promptly returned to the partnership.

Indeed, Yusuf has likewise abused his position as the Liquidating Partner in paying John Gaffney. In this regard, since the Liquidating Partner was appointed, 100% of John Gaffney's salary has been paid by the partnership, even though Gaffney also does extensive accounting work for Yusuf's new company running the Plaza East store since it was severed into a new "Yusuf owned" business in March of 2015. See **Exhibit 1**. While there is no doubt that Gaffney has done extensive work for the partnership during this time period, he has also done work that is totally unrelated to the partnership. See **Exhibit 1**. However, rather than even attempt to allocate his salary between his partnership work and the work he does for Yusuf's new store (or other ventures), Yusuf has chosen to pay 100% of his salary from partnership funds.<sup>4</sup>

Such greed is unfair and improper, to say the least, again explaining why Yusuf should be removed as the Liquidating Partner, with an order that he reimburse the partnership for a portion of these funds paid to Gaffney.

### **III. Conclusion**

Two final comments are in order. First, the delivery of new accounting records on February 1st, which are voluminous as noted in the photograph of the accounting materials just produced (See **Exhibit 1**), continues to impair Hamed's completion of his own accounting verification, which he has the right to do under the Liquidation Order. Additionally, the Liquidating Partner has not supplied many records requested by

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<sup>4</sup> Indeed, Gaffney recently received a \$3,000 bonus from the partnership account! See **Exhibit 1**. Presumably Yusuf has not yet paid himself a bonus because he gets a full salary from the partnership even though most of his work has nothing to do with it.

Hamed's accountants, even though the final wind up plan expressly allows for an audit. However, as Judge Ross has agreed to extend the time to complete this accounting and to then submit claims until May 2<sup>nd</sup>, so that this issue is resolved for now. See **Exhibit 4**.

Second, while one might suggest that there is no harm in all of this self-dealing, as Hamed can always make a new claim based on these clear improprieties, this obvious looting of the partnership assets is clearly improper. Allowing Yusuf to take substantial funds, now identified to be in excess of \$650,000, for his personal use is not validated by the suggestion that Hamed can seek their return at some later date. Misconduct is misconduct and should not be tolerated in this Court ordered liquidation.

In summary, the Sixth Bi-Monthly report further explains why the Liquidating Partner should be removed and DTF disqualified from any further involvement in this case.

**Dated:** February 8, 2016



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### CERTIFICATE OF SERVICE

I hereby certify that on this 8<sup>th</sup> day of February, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

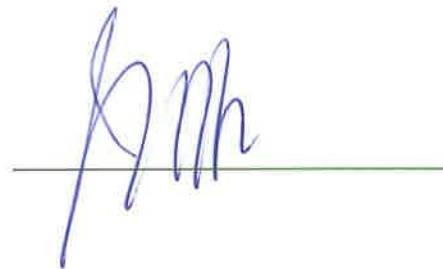
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*Counterclaim Defendants.*

**CIVIL NO. SX-12 CV-370**

**DECLARATION OF JOEL H. HOLT**

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

1. I am co-counsel of record for the Plaintiff and have personal knowledge of the facts set forth herein.
2. The Landlord for the Plaza Tutu Store in St. Thomas sent the annual percentage rent calculation for that store, seeking a total payment of \$41,462.28. Because that store was owned by the partnership for 6 months of this time period and by Hamed's new company, KAC357, Inc. ("KAC"), for the last 6 months of this time period, KAC asked the partnership to pay half of this amount, or \$20,731.14. At first Yusuf refused to pay this amount. However, in the most recent accounting reconciliation submitted, Yusuf apparently decided to pay *the entire amount* from the partnership funds (even though only half was owed by the partnership), and then paid himself an equal amount as a partnership distribution of \$41,462.28, as confirmed by John Gaffney when I met with him on February 5<sup>th</sup> in my office to discuss the accounting entries attached hereto as **Exhibit A**. These specific payments are marked with a circled "1."
3. The Landlord for the Plaza Tutu Store in St. Thomas also sent the real property tax assessment for that store for 2012 and 2013 (totaling \$79,009.87), which are real property taxes reimbursed to the landlord by the tenant (the Yusuf/Hamed partnership in 2012 and 2013) under the written lease for the STT premises.





These tax bills were submitted to the Liquidating Partner, who promptly paid them. However, the same accounting reconciliation revealed that when this tax payment was reimbursed to the STT landlord by the partnership, Yusuf then gave himself a larger distribution, which totaled \$89,443.92, as confirmed by John Gaffney when I met with him on February 5<sup>th</sup> in my office to discuss the accounting entries attached hereto as **Exhibit A**. These specific payments are marked with a circled "2."

4. Yusuf also apparently repeated this procedure for the 2014 taxes owed for the STT store, supposedly paying the STT landlord \$43,069.38 for this tax bill, while then paying United, his corporation \$46,990.48 for the Plaza East store, as confirmed by John Gaffney when I met with him on February 5<sup>th</sup> in my office to discuss the accounting entries attached hereto as **Exhibit A**. These specific payments are marked with a circled "3."
5. On December 17, 2015, the Liquidating Partner apparently paid his own personal lawyer, DTF, \$57,605 for work done supposedly for the partnership, as confirmed by John Gaffney when I met with him on February 5<sup>th</sup> in my office to discuss the accounting entries attached hereto as **Exhibit A**. These specific payments are marked with a circled "4."
6. This bill was for legal work performed between February and December 2015. See **Exhibit B**. This bill includes time billed for preparing the Bi-Monthly reports, which repeatedly claim that Parcel No. 2-4 Rem. Estate Charlotte Amalie is not partnership property.
7. Hamed objected to this payment when counsel was notified about it. See **Exhibit C**.
8. Since the Liquidating Partner was appointed, 100% of John Gaffney's salary has been paid by the partnership, even though Gaffney also does extensive accounting work for Yusuf's new company running the Plaza East store (since it was severed into a new "Yusuf owned" business in March of 2015), which John Gaffney acknowledged when I met with him to discuss the partnership accounting. Indeed, he has been paid a \$3,000 bonus, as noted in the entry attached hereto as **Exhibit A**, marked with a circled "5."
9. The delivery of new accounting records on February 1st, which are voluminous as noted in the photograph of the accounting materials just produced (See **Exhibit D**), continues to impair Hamed's completion of his own accounting verification, which he has the right to do under the Liquidation Order.

I declare under penalty of perjury that the foregoing is true and correct on this 8<sup>th</sup> day of February 2016.

  
\_\_\_\_\_  
JOEL H. HOLT

Account ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
10600	Cash - Bank Claims 9091	7/31/15	225	CDJ	BECKSTEDT & ASSOCIATES		475.00	
10600	Cash - Bank Claims 9091	7/31/15	226	CDJ	BECKSTEDT & ASSOCIATES		3,705.00	
10600	Cash - Bank Claims 9091	7/31/15	216	GENJ	VOID LOST CK 204 TO SUSAN C NISSMAN	832.00		
10600	Cash - Bank Claims 9091	7/31/15	216	GENJ	REPLACE LOST CK 204 TO SUSAN C NISSMAN		832.00	
10600	Cash - Bank Claims 9091	7/31/15	217	GENJ	SUB CRA CK 217 FOR STT SCOTIA CK 41649 TO TROPICAL SHIPF		11,941.00	
10600	Cash - Bank Claims 9091	7/31/15	228	GENJ	SUB WEST CRA CK 228 FOR STT SCOTIA CK 41650 TO BLUE OCI		299.75	
10600	Cash - Bank Claims 9091	7/31/15	229	GENJ	CRA CK 229 TO PAY OLD UNITED NAT'L FOODS 2013-14 OPEN ITI		3,581.29	
10600	Cash - Bank Claims 9091	7/31/15	230	GENJ	CRA CK 230 TO PAY OLD EAST MASA FOR EMP'S		311.26	
10600	Cash - Bank Claims 9091	7/31/15	218	GENJ	SUB CRA CK 218 FOR STT CK 41647 TO AP PURATOS		948.90	
10600	Cash - Bank Claims 9091	7/31/15	227	GENJ	VOID CK 211 TO GALLOW'S BAY PASTRY TO CI	65.72		
10600	Cash - Bank Claims 9091	7/31/15	227	GENJ	REPLACE CK 211 TO GALLOW'S BAY BAKERY TO CORRECT NAM		65.72	
10600	Cash - Bank Claims 9091	8/17/15	JE17	GENJ	MERRILL LYNCH ACCOUNT CLOSURE	336,378.45		
10600	Cash - Bank Claims 9091	8/25/15	231	CDJ	V.I. EMPLOYMENT SECURITY AGENC		42,200.00	
10600	Cash - Bank Claims 9091	8/25/15	232	CDJ	V.I. EMPLOYMENT SECURITY AGENC		16,775.00	
10600	Cash - Bank Claims 9091	8/25/15	233	GENJ	TOPA PROPERTIES PAYMENT FOR AUGUST 2015 INV:69312		733.33	
10600	Cash - Bank Claims 9091	8/25/15	234	GENJ	TOPA PROPERTIES ADVANCE PAYMENT FOR SEPTEMBER		733.33	
10600	Cash - Bank Claims 9091	8/25/15	235	CDJ	ANDA INC.		82.08	
10600	Cash - Bank Claims 9091	8/25/15	238	CDJ	PUERTO RICO SUPPLIES GROUP		1,199.72	
10600	Cash - Bank Claims 9091	8/25/15	237	CDJ	AT&T MOBILITY		120.32	
10600	Cash - Bank Claims 9091	8/25/15	236	CDJ	AT&T MOBILITY		282.28	
10600	Cash - Bank Claims 9091	10/1/15	240	GENJ	CRA CK 240 TO REPLACE LOST CRA CK 218 TO AP PURATOS		948.90	
10600	Cash - Bank Claims 9091	10/1/15	240	GENJ	CRA CK 240 TO REPLACE LOST CRA CK 218 TC	948.90		
10600	Cash - Bank Claims 9091	10/1/15	241	GENJ	CRA CK 241 TO OTTLEY COMM (WSTA RADIO) FOR STT		23.64	
10600	Cash - Bank Claims 9091	10/1/15	242	GENJ	CRA CK 242 TO KLR SVCS FOR STT		280.00	
10600	Cash - Bank Claims 9091	10/1/15	243	GENJ	CRA CK 243 TO CARIBBEAN FOODSVC FOR STT		722.92	
10600	Cash - Bank Claims 9091	10/1/15	244	GENJ	CRA CK 244 TO WGD RADIO FOR STT		300.00	
10600	Cash - Bank Claims 9091	10/1/15	245	GENJ	CRA CK 245 TO MEDINA BAKERY FOR STT		825.00	
10600	Cash - Bank Claims 9091	10/1/15	246	GENJ	CRA CK 246 TO WAPA FOR STT		32,836.73	
10600	Cash - Bank Claims 9091	10/1/15	248	GENJ	CRA CK 248 TO HADDON HOUSE FOR STT		8,922.72	
10600	Cash - Bank Claims 9091	10/1/15	249	GENJ	CRA CK 249 TO TROPICAL SHIPPING FOR STT DISPUTED PMT		10,242.00	
10600	Cash - Bank Claims 9091	10/1/15	251	GENJ	DUE TO/FR SETTLEMENT RE STMT AT 9/30/15		183,381.91	
10600	Cash - Bank Claims 9091	10/1/15	252	GENJ	CRA CK 252 TO STERENSON FORMEL FRGHT FOR STT		35.00	
10600	Cash - Bank Claims 9091	10/6/15	255	GENJ	TUTU PARK MALL 2014 R/E TAX RENT ADJUST		43,069.36	
10600	Cash - Bank Claims 9091	10/6/15	256	GENJ	UNITED CORP % RENT ADJ RE TUTU PARK MALL PMT		46,990.48	
10600	Cash - Bank Claims 9091	10/6/15	257	GENJ	TOPA PROPERTIES LLC OCTOBER THRU DECEMBER		2,199.99	
10600	Cash - Bank Claims 9091	10/17/15	258	GENJ	VIESA 2013 Q3 DEFICIENCY PLUS PENALTY & INTEREST		9,166.84	
10600	Cash - Bank Claims 9091	10/17/15	259	GENJ	VIDOL ID 12976 STT Q2 SURCHARGE		200.00	
10600	Cash - Bank Claims 9091	10/27/15	JE27	GENJ	TROPICAL SHIPPING 2014 REBATE CK 64312	293,614.74		
10600	Cash - Bank Claims 9091	10/27/15	260	GENJ	WALTRUDE HIPPOLYTE SETTLEMENT		30,000.00	
10600	Cash - Bank Claims 9091	10/27/15	261	GENJ	OTTLEY COMMUNICATIONS WSTA RADIO FOR STT		24.64	
10600	Cash - Bank Claims 9091	11/5/15	263	GENJ	UNITED CORPORATION		89,604.00	
10600	Cash - Bank Claims 9091	11/24/15	258V	GENJ	VOID CK 258 TO VIESA	9,166.84		
10600	Cash - Bank Claims 9091	11/25/15	264	CDJ	BECKSTEDT & ASSOCIATES		6,272.50	
10600	Cash - Bank Claims 9091	11/25/15	265	GENJ	VIESA 2013 Q3 DEFICIENCY RE EAST PMT NOT CLEARED		7,314.60	
10600	Cash - Bank Claims 9091	11/25/15	266	GENJ	VIESA INT/PEN RE Q3 2013 TAX PMT NOT CLR'D		2,071.35	
10600	Cash - Bank Claims 9091	11/25/15	267	GENJ	US CENTRAL BILLING FINAL PMT ON DISPUTED STT INV'S		2,917.50	
10600	Cash - Bank Claims 9091	11/30/15	JE30	GENJ	BANCO 9091 FEE		15.00	
10600	Cash - Bank Claims 9091	12/8/15	270	GENJ	TUTU PARK PMT FOR 2012/13 R/E TAXES		79,009.87	
10600	Cash - Bank Claims 9091	12/8/15	271	GENJ	PLAZA EAST RENT ADJUST RE TUTU PARK 2012/13 R/E TAX		89,442.92	
10600	Cash - Bank Claims 9091	12/8/15	272	GENJ	AMER EXPRESS CHARGE BACK IN STT		130.11	
10600	Cash - Bank Claims 9091	12/8/15	273	GENJ	GEORGE MATTHEW SNF SETTLE FR 1/22/14		5,500.00	
10600	Cash - Bank Claims 9091	12/8/15	274	GENJ	BECKSTEDT & ASSOC RE PSHIP SNF CLAIMS		6,926.25	
10600	Cash - Bank Claims 9091	12/17/15	275	GENJ	RAJA FOODS (STT INV 071186 DTD 3/19/15)		410.00	
10600	Cash - Bank Claims 9091	12/17/15	276	GENJ	INT'L RETAIL (WEST INV 520336 DTD 2/15/15)		5,871.15	
10600	Cash - Bank Claims 9091	12/17/15	277	GENJ	INT'L RETAIL (STT INV 520363 DTD 4/1/15)		675.00	
10600	Cash - Bank Claims 9091	12/17/15	278	GENJ	TUTU PARK MALL (% RENT THRU 10/31/15)		41,462.28	
10600	Cash - Bank Claims 9091	12/17/15	279	GENJ	FATHI YUSUF (TUTU MATCH % RENT)		41,462.28	
10600	Cash - Bank Claims 9091	12/17/15	280	GENJ	JOHN GAFFNEY (ROSS APPROVED BONUS)		3,000.00	
10600	Cash - Bank Claims 9091	12/17/15	281	GENJ	DUDLEY TOPPER (PSHIP LIQUID LEGAL FEES)		57,605.00	
10600	Cash - Bank Claims 9091	12/17/15	282	GENJ	UNITED CORP (NOV AP AGING TOTAL)		30,827.00	
10600	Cash - Bank Claims 9091				Change	27,718,583.65	26,070,147.52	1,648,436.13
		12/31/15			<b>Ending Balance</b>			<b>1,648,436.13</b>
10700	Cash - Bank Liquid 9075	1/1/15			Beginning Balance			
10700	Cash - Bank Liquid 9075	2/25/15	JE25	GENJ	BANCO SVC CHG		10.00	
10700	Cash - Bank Liquid 9075	2/25/15	JE25	GENJ	OPEN NEW BANCO 9075 PSHIP LIQUIDATION	500.00		
10700	Cash - Bank Liquid 9075	3/2/15	JE02	GENJ	FUNDS FR BPPR SECURITIES	1,113,614.05		
10700	Cash - Bank Liquid 9075	3/2/15	JE02	GENJ	FUNDS FR BPPR SECURITIES	8,886,385.95		
10700	Cash - Bank Liquid 9075	3/6/15	101	CDJ	MOHAMMAD HAMED		5,000,000.00	
10700	Cash - Bank Liquid 9075	3/20/15	103	GENJ	CK 103 XFER FR 10700 TO WEST 10300 (BANCO 9075 > 6269)		1,000,000.00	
10700	Cash - Bank Liquid 9075	3/20/15	103	GENJ	CK 102 XFER FR 10700 TO EAST 10300 (BANCO 9075 > 8830)		1,000,000.00	
10700	Cash - Bank Liquid 9075	3/20/15	104	CDJ	EDGAR D. ROSS		85,720.00	
10700	Cash - Bank Liquid 9075	3/24/15	JE24	GENJ	FUNDS FR BPPR SECURITIES	851,293.00		
10700	Cash - Bank Liquid 9075	3/24/15	JE24	GENJ	FUNDS FR BPPR SECURITIES	4,148,707.00		
10700	Cash - Bank Liquid 9075	4/1/15	JE01	GENJ	HARLAND CHECKS ORDER			
10700	Cash - Bank Liquid 9075	5/1/15	LEA101	GENJ	XFER FR LEA 9075 TO CRA 9091			
10700	Cash - Bank Liquid 9075	5/11/15	LEA102	GENJ	XFER FR LEA 9075 TO CRA 9091			
10700	Cash - Bank Liquid 9075	5/20/15	LEA103	GENJ	XFER FR LEA 9075 TO CRA 9091			



**From:** Edgar Ross <edgarrossjudge@hotmail.com>

**To:** JOEL HOLT <holtvi@aol.com>

**Subject:** Fwd: Attorneys' Fees Charged To Fathi Yusuf That Should Be Reimbursed By The Partnership

**Date:** Thu, Dec 24, 2015 12:01 pm

**Attachments:** 16B1242-MATTER LEDGER REPORT.PDF (677K)

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

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

**From:** "Gregory H. Hodges" <ghodges@dtflaw.com>

**Date:** 12/24/2015 10:47 AM (GMT-04:00)

**To:** 'Edgar Ross' <edgarrossjudge@hotmail.com>

**Cc:** Fathi Yusuf <fathiyusuf@yahoo.com>, 'Nizar DeWood' <nizar@dewood-law.com>

**Subject:** RE: Attorneys' Fees Charged To Fathi Yusuf That Should Be Reimbursed By The Partnership

Season's Greetings Judge Ross,

In the course of performing his duties as Liquidating Partner, Mr. Yusuf has incurred attorneys' fees charged by Dudley, Topper and Feuerzeig, LLP ("DTF"). As you know, pursuant to section 4 of the "Final Wind Up Plan of the Plaza Extra Partnership" (the "Plan"), the "Liquidating Partner shall have ... full power and authority to ... engage legal, accounting and other professional services..." Since the entry of the Order approving the Plan in early January of this year, DTF has billed Mr. Yusuf for services related to his duties as Liquidating Partner. Attached is DTF's Matter Ledger Report in which the DTF services rendered in connection with Mr. Yusuf's Liquidating Partner duties have been segregated from the DTF services generally provided to Mr. Yusuf in the pending litigation against the Hameds. As reflected in the attached Matter Ledger Report, the DTF fees through 11/30/15 that relate to the Liquidating Partner's duties total \$57,605. As Liquidating Partner, Mr. Yusuf submits that the Partnership should pay this amount to DTF.

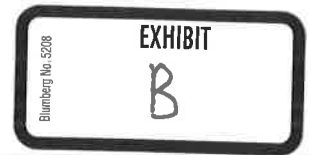
If you have any questions or would like any further information concerning this request, please let me know.

Regards,

Greg

Gregory H. Hodges  
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# MATTER LEDGER REPORT

Client **6254 Yusuf, Fahti**  
 Matter **1 adv. Hamed, Mohammad (Time Related to Liquidating Partner Duties)**

Code	Name	Date	Rate	Hours	\$ Value	Ref #	Text
GHH	Gregory H. Hodges	02/06/15	400.00	2.10	840.00	15M3190	Prepare for and attend conference with Ross, et.al. re status and course of action re accounts; teleconference with Gaffney and G. Dudley re updated BS; review updated BS and email to Holt re same
GHH	Gregory H. Hodges	02/20/15	400.00	0.30	120.00	15N3720	Teleconference with Gaffney re course of action re 2014 tax return.
GHH	Gregory H. Hodges	02/23/15	400.00	0.90	360.00	15N5053	Review and respond to multiple emails from Holt, Ross, and Grey re status and course of action re bank accounts, inventories, liquidation of store, etc.
GHTD	George H.T. Dudley	02/23/15	425.00	0.70	297.50	15N7590	Review emails from E. Ross and J. Holt re dissolution process; review Ross email re United's name being on the liquidation accounts; conference with G. Hodges re Ross's email.
GHH	Gregory H. Hodges	03/03/15	400.00	0.60	240.00	15O1489	Review emails from Ross re new accounts; teleconference with Gaffney re store transfers.
GHH	Gregory H. Hodges	03/05/15	400.00	1.50	600.00	15O6079	Review master's order; conference with G. Dudley re same; teleconference with Ross re same.
GHTD	George H.T. Dudley	03/05/15	425.00	1.50	637.50	15O9310	Review Master's Order; conference with GHH re Order; conference call with GHH and Judge Ross re Order, implications and consequences of same and need for a similar order re Plaza East.
GHH	Gregory H. Hodges	03/24/15	400.00	3.10	1,240.00	15P8754	Begin draft of first bi-monthly report.
CKP	Charlotte K. Perrell	03/25/15	295.00	1.50	442.50	15P8863	Review Beckstedt's List of Pending Cases and compare with our prior list, email to Beckstedt to confirm discrepancies; update our list and consolidate with Beckstedt's information.
GHH	Gregory H. Hodges	03/25/15	400.00	2.00	800.00	15Q0505	Complete draft of and revise first bi-monthly report; email exchange with C. Perrell re Exhibit C-1 to same.
GHH	Gregory H. Hodges	03/26/15	400.00	0.80	320.00	15Q0950	Conference with C. Perrell re updated list of pending litigation against United; review and revise same; review and revise bi-monthly report.
GHH	Gregory H. Hodges	03/30/15	400.00	0.60	240.00	15Q4187	Email Gaffney re bi-monthly report; teleconference with Gaffney and MY re same; finalize and file first bi-monthly report.
GHH	Gregory H. Hodges	05/19/15	400.00	0.40	160.00	15U2705	Review emails from Holt and Dema re payment of Dema fees; email and teleconference with FY re same; email to Holt and Dema re same.

GHH	Gregory H. Hodges	05/20/15	400.00	1.80	720.00	15U3520	Multiple email exchanges with Gaffney re status and course of action re various accounting issues.
GHH	Gregory H. Hodges	05/21/15	400.00	1.20	480.00	15U4731	Conference with G. Dudley re status and course of action re bank account/accounting issues; email exchanges with Gaffney re same; teleconference with Gaffney re same.
GHTD	George H.T. Dudley	05/21/15	425.00	0.70	297.50	15U8894	Conference with G. Hodges re materials to be included in next bi-monthly report of liquidating partner filed with Court; conference call with G. Hodges and J. Gaffney re financial records.
GHH	Gregory H. Hodges	05/22/15	400.00	0.70	280.00	15U5833	Email exchange with CJH re bi-monthly report; email Gaffney re same.
GHTD	George H.T. Dudley	05/22/15	425.00	1.90	807.50	15V2286	Review financial information prepared by J. Gaffney; conference with G. Hodges re financial information provided by Gaffney and what is to be included in liquidating partners bi-monthly report; conference call with Gaffney re matter.
GHH	Gregory H. Hodges	05/26/15	400.00	0.50	200.00	15U6784	Email exchange with MY and Holt re Shevlin letter re stock split; review Shevlin's 4/10/15 letter.
GHH	Gregory H. Hodges	05/26/15	400.00	2.40	960.00	15U7428	Draft second bi-monthly report; conference with G. Dudley re same.
GHH	Gregory H. Hodges	05/27/15	400.00	3.80	1,520.00	15U7888	Review and revise second bi-monthly report; email to client group and Gaffney re same; teleconferences with FY re accounting re inflows/outflows from CRA, LEA, and other operation accounts; conference with G. Dudley re draft bi-monthly report; email exchanges with Gaffney re same.
GHTD	George H.T. Dudley	05/27/15	425.00	1.60	680.00	15V3847	Review and edit draft of second bi-monthly report; conference with GHH re financial info to be included with report and related issues; review emails from J. Gaffney re matter.
GHH	Gregory H. Hodges	05/28/15	400.00	2.30	920.00	15U9594	Review and revise draft second bi-monthly report; email exchange with Gaffney re same; conference with G. Dudley re same.
GHTD	George H.T. Dudley	05/28/15	425.00	1.20	510.00	15V4181	Review draft report; review emails from J. Gaffney re financial records; conference with G. Hodges re Gaffney email and information to be provided to Holt et al.; conference call with G. Hodges and J. Gaffney.
GHH	Gregory H. Hodges	05/29/15	400.00	0.90	360.00	15V0150	Teleconference with Gaffney re draft report; review and revise draft bi-monthly report; email client group re same.
GHH	Gregory H. Hodges	06/01/15	400.00	5.30	2,120.00	15V1844	Review emails from Gaffney with financial information to be provided to Master and Hamed; email exchanges with Gaffney re same; teleconference with Gaffney and FY re same; final revisions to report; email to Ross and Holt re same; review and reply to email from CJH re pre-transfer AP information.
GHTD	George H.T. Dudley	06/01/15	425.00	1.30	552.50	15V4258	Review additional comments from J. Gaffney on second bi-monthly report; conference with GHH re Gaffney comments; review email from GHH to E. Ross et al. transmitting reports; conference with GHH re filing same with Superior Court; review attachments to email.

GHH	Gregory H. Hodges	06/02/15	400.00	1.30	520.00	15V2216	Review emails from CJH re alleged reporting deficiencies; review email from Gaffney re APs; teleconference with FY re \$19K refund and APs; review Gaffney email re same.
GHH	Gregory H. Hodges	06/05/15	400.00	1.70	680.00	15V5962	Email exchanges with CJH re second report and course of action; teleconference with Gaffney re same; email exchange with Gaffney re same.
GHTD	George H.T. Dudley	06/05/15	425.00	0.20	85.00	15W0634	Review C. Hartmann further emails re demand for additional financial information; conference with G. Hodges re Hartman's demand.
GHTD	George H.T. Dudley	07/02/15	425.00	0.70	297.50	15Y4994	Conference with GHH re 2014 tax return and next report from liquidating partner.
GHH	Gregory H. Hodges	07/08/15	400.00	0.40	160.00	15Y3180	Teleconference with Gaffney re status of store transfers due after June 15 and reconciliation of actual expenses of liquidation with projected expenses
GHH	Gregory H. Hodges	07/13/15	400.00	2.10	840.00	15Y6317	Draft third bi-monthly report of Liquidating Partner.
GHH	Gregory H. Hodges	07/14/15	400.00	1.10	440.00	15Y7564	Review email from Holt re Isaac mediation; email to and teleconference with FY and NY re course of action re same; email NY re same; teleconference with C. Beckstedt re same.
GHH	Gregory H. Hodges	07/15/15	400.00	1.60	640.00	15Y8808	Conference with G. Dudley re 3d bi-monthly report; further revise draft of same; email FY/Gaffney re same; email exchanges with CJH re same; email from CB re settlement of Isaac matter; review and revise list of pending cases and bi-monthly report re same.
GHTD	George H.T. Dudley	07/15/15	425.00	0.50	212.50	15Z1914	Review 3d Bi-Monthly Report to Court; conference with GHH re edits to report.
GHTD	George H.T. Dudley	07/15/15	425.00	0.20	85.00	15Z2612	Review email from J. Bailey re non-payment of rent for office in Buccaneer Mall; review J. Holt email re same; review J. Gaffney email re same.
GHTD	George H.T. Dudley	07/15/15	425.00	0.20	85.00	15Z4031	Conference with GHH re latest emails from C. Hartmann complaining about delayed reconciliation of actual vs. budgeted expenses for liquidation/windup of plaza partnership.
GHH	Gregory H. Hodges	07/16/15	400.00	0.50	200.00	15Y9696	Review emails from Gaffney re tax returns and information re receipts/disbursements.
GHTD	George H.T. Dudley	07/16/15	425.00	0.50	212.50	15Z4042	Several emails with GHH and J. Gaffney re 3d Report by Liquidating Partner.
GHH	Gregory H. Hodges	07/17/15	400.00	1.50	600.00	15Z0680	Review and revise draft third bi-monthly report; email to Gaffney/FY re sharing information; review emails from Gaffney to Ross/Holt re receipts/disbursements; email exchange with Gaffney re same.
GHTD	George H.T. Dudley	07/17/15	425.00	1.20	510.00	15Z5662	Review emails and attachments from J. Gaffney re STT Bank Reconciliations; conference with GHH re same and advisability of providing to Holt, et al.; edit transmittal email to be used by Gaffney.
GHH	Gregory H. Hodges	07/18/15	400.00	1.20	480.00	15Z1136	Review emails from Gaffney re Hartmann claims re salaries; review file re same; email to Hartmann re same.

GHTD	George H.T. Dudley	07/18/15	425.00	0.40	170.00	15Z6662	Review C. Hartmann email to GHH re payment of Hamed and Yusuf sons until proper notice of termination is provided; conference with GHH re matter; review GHH email to C. Hartmann re payment of F. Yusuf as liquidating partner.
GHTD	George H.T. Dudley	07/19/15	425.00	0.20	85.00	15Z5670	Review J. Gaffney email with attached notice from the IRS re Unemployment Taxes due for 2012 in the amount of \$280,000; conference with GHH re matter.
GHH	Gregory H. Hodges	07/20/15	400.00	1.20	480.00	15Z2139	Review emails from CJH re salary and accounting issues; reply to same; email exchange with Gaffney re same and course of action re meetings with Judge Ross; teleconference with FY and NAD re same.
GHTD	George H.T. Dudley	07/20/15	425.00	0.90	382.50	15Z5670	Review Plaza Extra monthly income statements and related financial information received from J. Gaffney
GHH	Gregory H. Hodges	07/21/15	400.00	2.70	1,080.00	15Z3490	Review emails from Gaffney re accounting info through 6/30/15; teleconference with Gaffney and G. Dudley re same; review email from CB re pending cases and reserves; conference with G. Dudley re reserves.
GHTD	George H.T. Dudley	07/21/15	425.00	2.50	1,062.50	15Z5776	Review materials received from J. Gaffney re accountings; conference with GHH re matter; conference call with GHH and J. Gaffney re matter; review GHH email to Gaffney authorizing release of info to J. Holt and Magistrate.
GHH	Gregory H. Hodges	07/22/15	400.00	2.20	880.00	15Z4635	Review and revise third bi-monthly report; email to G. Dudley re same; review and reply to emails from Gaffney and CPA monitors (Kaufman Rossin) re various orders in partnership case.
GHH	Gregory H. Hodges	07/23/15	400.00	0.20	80.00	15Z4700	Review email from CB re status and course of action re Hippolyte v. United.
GHH	Gregory H. Hodges	07/23/15	400.00	2.10	840.00	15Z5161	Review G. Dudley comments to draft third bi-monthly report; review and revise same; emails to Gaffney and FY re same; review emails from Gaffney re financial information supporting LP report and to be shared with Holt et al; reply to same; further revise report re timing of LP accounting and n.2 re BNS account.
GHTD	George H.T. Dudley	07/23/15	425.00	1.80	765.00	15Z9523	Review financial info prepared by J. Gaffney; conference with GHH and conference call with Gaffney re payment made to F. Yusuf for difference in value between East and West; edit draft of third bi-monthly report.
GHH	Gregory H. Hodges	07/24/15	400.00	0.80	320.00	15Z6188	Conference with G. Dudley and Gaffney re financial information to be provided to Holt.
GHTD	George H.T. Dudley	07/24/15	425.00	2.80	1,190.00	1600433	Review financial information sent by J. Gaffney; conference call with GHH and Gaffney re questions on statements and required revisions to same.
GHTD	George H.T. Dudley	07/27/15	425.00	0.80	340.00	1600457	Review J. Gaffney's email and attached revised financials to be supplied to J. Holt; review GHH emails re same.

GHTD	George H.T. Dudley	08/13/15	425.00	0.40	170.00	1617830	Review email with attached Topa invoice from J. Bailey; conference with CKP re additional time and need for continued occupancy of rented space; review J. Holt email re Topa invoice.
GHH	Gregory H. Hodges	08/24/15	400.00	0.40	160.00	1618453	Review motion to clarify and objection to 3rd report filed by Holt.
GHH	Gregory H. Hodges	08/25/15	400.00	1.40	560.00	1619065	Review Bailey email re rent and forward to client group; review file and begin outlining responses to motion to clarify and objection to report.
GHH	Gregory H. Hodges	08/26/15	400.00	3.40	1,360.00	1620830	Continue drafting opposition to motion to clarify and response to objection to bi-monthly reports.
GHTD	George H.T. Dudley	08/26/15	425.00	0.80	340.00	1625193	Review J. Gaffney email to J. Bailey re rent payments; conference with GHH re status of case; review J. Bailey reply email to Gaffney; review Gaffney email and attached spreadsheets for Plaza West; conference with GHH re Gaffney email; review GHH email to Gaffney re need for a conference call to discuss issues.
GHH	Gregory H. Hodges	09/01/15	400.00	1.10	440.00	1623815	Final revisions to response to objection to bi-monthly reports; emails to client group re same; teleconference with FY re same.
GHH	Gregory H. Hodges	09/21/15	400.00	2.40	960.00	1638162	Review Holt email re Tutu Park real property taxes and course of action re same; conference with G. Dudley re same; draft reply to Holt email after reviewing 1/7/15 order, plan, and master's orders re Tutu Park.
GHTD	George H.T. Dudley	09/21/15	425.00	0.70	297.50	1650063	Review email from Joel Holt re demand for payment of property taxes by Tutu Mall landlord for property taxes recently assessed by Tax Assessor based on Tax Assessor's earlier mistakes; conference with GHH re matter.
GHH	Gregory H. Hodges	09/22/15	400.00	3.00	1,200.00	1640232	Teleconference with FY re Tutu Park taxes; review draft letter re same; review and revise email to Holt re taxes; email to GHTD re same; conference with GHTD re course of action re accounting issues; email to Holt re taxes; teleconference with FY re email to Holt re course of action re taxes; draft 4th bi-monthly report.
GHH	Gregory H. Hodges	09/23/15	400.00	1.30	520.00	1640667	Review and revise 4th bi-monthly report; email to Gaffney re same.
GHH	Gregory H. Hodges	09/26/15	400.00	0.20	80.00	1643356	Review email from Russell re tax invoices.
GHH	Gregory H. Hodges	09/28/15	400.00	1.20	480.00	1644650	Teleconference with FY re Tutu Park taxes and course of action re same; email to Gaffney re 4th bi-monthly report; email to CKP re same; email to G. Dudley re Tutu park taxes.
GHTD	George H.T. Dudley	09/28/15	425.00	0.40	170.00	1653822	Conference with GHH re property tax reimbursement to Tutu Park and United to receive a proportionate share for Plaza East; review lease re matter.
GHH	Gregory H. Hodges	09/29/15	400.00	2.50	1,000.00	1645426	Email to Holt re Tutu Park taxes; email exchanges with Gaffney re accounting info for bi-monthly report; teleconference with Gaffney re reconciliation of actual expenses against projected; review and revise draft bi-monthly report.



GHH	Gregory H. Hodges	09/30/15	400.00	1.00	400.00	1646167	Review emails from Gaffney re financial information to be provided to Holt and Judge Ross; email exchange re same.
GHH	Gregory H. Hodges	09/30/15	400.00	1.20	480.00	1647375	Review financial information Gaffney intends to provide to Holt/Ross; email Gaffney re same; review and revise 4th bi-monthly report and file same; emails to Gaffney re covering letter for financial information provided to Holt.
GHH	Gregory H. Hodges	10/01/15	400.00	1.30	520.00	1648029	Teleconference with FY re 4th bi-monthly report; email to FY re course of action re payments to Tutu Park, Ltd; review and reply to email from Gaffney re financial info provided to Ross/Holt.
GHH	Gregory H. Hodges	10/01/15	400.00	1.00	400.00	1648982	Draft further stipulation re timing of accounting; email exchange with Holt re same; teleconference with FY re taxes for Tutu Park; teleconference with Russell re course of action re releases.
GHTD	George H.T. Dudley	10/01/15	425.00	0.40	170.00	1663364	Conference with GHH re property tax reimbursement and additional rent claimed by Tutu Park; review GHH email to F. Yusuf re matter.
GHTD	George H.T. Dudley	10/02/15	425.00	0.30	127.50	1664016	Review invoice for rent at Buccaneer Mall received from J. Bailey; review J. Holt email approving payment of same.
GHH	Gregory H. Hodges	10/05/15	400.00	1.60	640.00	1649662	Review email from Gaffney re course of action re payment of Tutu Park taxes; reply to 9/29 letter from Holt re partnership assets; email FY re same; teleconference with FY re draft reply to Holt.
GHH	Gregory H. Hodges	10/07/15	400.00	2.60	1,040.00	1652359	Review emails from Gaffney re GR figures for STT store to be shared with Judge Ross/Holt; reply to same; teleconferences with FY re percentage rent; review emails from Holt and Russell re same; reply to same; teleconference with Russell re same.
GHH	Gregory H. Hodges	10/15/15	400.00	0.30	120.00	1659497	Review email from Judge Ross re status and course of action re partnership liquidation; email client group re same
GHTD	George H.T. Dudley	10/15/15	425.00	0.40	170.00	1688696	Conference with GHH re email received from Ross requesting list of other properties/assets requiring attention of liquidating partner.
GHH	Gregory H. Hodges	10/16/15	400.00	0.70	280.00	1659940	Review financial information provided by Gaffney on 10/11/15 to address status/liquidation issues raised by Judge Ross in his 10/15 email.
GHH	Gregory H. Hodges	10/19/15	400.00	1.80	720.00	1661367	Email to FY re remaining partnership assets to liquidate/separate; teleconference with FY re same; review bi-monthly reports in order to draft list of remaining partnership property requested by Ross; review file to determine any pending motions that may affect partnership liquidation; email to attorney group re same; begin work on "list" Judge Ross wants filed by 10/23/15.
GHH	Gregory H. Hodges	10/20/15	400.00	1.50	600.00	1663367	Draft, review, and revise list of remaining partnership property to be liquidated and pending motions affecting partnership property.
GHH	Gregory H. Hodges	10/21/15	400.00	1.30	520.00	1663923	Review letter from Holt re disputed land; email FY re same; review and revise draft list in response to Judge Ross directive; email client group re same.
GHH	Gregory H. Hodges	10/22/15	400.00	1.00	400.00	1664622	Email exchange with LEB re 1/2 acre disputed parcel; review and revise draft list re disputed 1/2 acre; email to FY re same.
LEB	Leslie E. Bush	10/22/15	150.00	0.80	120.00	1664942	E-mail exchange with GHH re 2-4 Charlotte Amalie research.

GHH	Gregory H. Hodges	10/23/15	400.00	2.30	920.00	1666480	Teleconference with FY re 1/2 acre and course of action re same; review and finalize list of issues for Ross; email exchanges with Holt and Harthman re same and 1/2 acre.
GHTD	George H.T. Dudley	10/23/15	425.00	0.50	212.50	1671846	Conference with GHH re final accounting to be filed by liquidating partner and prepare for same by J. Gaffney; conference call with GHH and Gaffney to discuss contents of final accounting and preparation of same.
GHTD	George H.T. Dudley	10/26/15	425.00	0.20	85.00	1672077	Conference with GHH re liquidating partner accounting by J. Gaffney.
GHH	Gregory H. Hodges	10/27/15	400.00	0.30	120.00	1669732	Email exchange with Gaffney re partnership accounting due 11/16/15.
GHTD	George H.T. Dudley	10/28/15	425.00	0.20	85.00	1672364	Conference call with GHH and J. Gaffney re liquidating partner accounting to be filed with Court.
GHH	Gregory H. Hodges	11/03/15	400.00	0.20	80.00	1673950	Email Gaffney re status of partnership accounting.
GHH	Gregory H. Hodges	11/04/15	400.00	0.50	200.00	1675174	Email exchange with Gaffney re status of partnership accounting; conference with G. Dudley re same.
GHTD	George H.T. Dudley	11/04/15	425.00	0.20	85.00	1683074	Review J. Gaffney email, conference with GHH re timing of preparation of final accounting.
GHH	Gregory H. Hodges	11/05/15	400.00	1.00	400.00	1676347	Email to Gaffney re partnership accounting; review email from Gaffney re same; review draft balance sheet; email to G. Dudley re same.
GHH	Gregory H. Hodges	11/09/15	400.00	1.10	440.00	1678334	Conference with G. Dudley re draft balance sheets re liquidation process received from Gaffney; teleconference with Gaffney re course of action re revisions to same.
GHTD	George H.T. Dudley	11/09/15	425.00	1.10	467.50	1683099	Review partnership accounting prepared by J. Gaffney; conference with GHH re additional information needed with accounting to be filed with court; conference call with Gaffney and GHH re footnotes needed for accounting.
GHH	Gregory H. Hodges	11/11/15	400.00	2.50	1,000.00	1680841	Review Gaffney's revised financials for Partnership accounting; email to Gaffney re questions concerning same and notes to same; review Gaffney reply.
GHTD	George H.T. Dudley	11/11/15	425.00	0.80	340.00	1683395	Review draft of Gaffney's report; conference with GHH re edits to report to better explain numbers; review GHH email to J. Gaffney with questions re numbers in draft report.
GHH	Gregory H. Hodges	11/12/15	400.00	2.10	840.00	1681048	Conference with G. Dudley re Gaffney draft report; conference with G. Dudley and Gaffney re same; draft notice re submission of Partnership accounting.
GHTD	George H.T. Dudley	11/12/15	425.00	1.50	637.50	1686792	Conference call with J. Gaffney re partnership accounting and explanatory footnotes.
GHH	Gregory H. Hodges	11/13/15	400.00	1.80	720.00	1681764	Review and revise notice re service of accounting; review revised partnership accounting from Gaffney; reply to Gaffney re same; email to FY re course of action re same; email exchange with Gaffney re further updating the Partnership accounting with BPPR securities October statement.

GHTD	George H.T. Dudley	11/13/15	425.00	1.20	510.00	1686974	Review updated accounting report received from J. Gaffney; conference with G. Hodges re updated report, timing of filing of same.
GHH	Gregory H. Hodges	11/15/15	400.00	0.40	160.00	1682537	Review revised partnership accounting from Gaffney; email to Gaffney and FY re same.
GHTD	George H.T. Dudley	11/15/15	425.00	0.30	127.50	1688984	Review J. Gaffney email to G. Hodges re revisions to partnership accounting to reflect activities in the BP securities account; review accounting.
GHH	Gregory H. Hodges	11/16/15	400.00	1.30	520.00	1683086	Review and reply to email from Gaffney re accounting; conference with G. Dudley re same; email to FY re authorization to submit same; teleconference with FY re same; email to Ross/Holt re same.
GHTD	George H.T. Dudley	11/16/15	425.00	0.70	297.50	1696529	Review Gaffney's revised Partnership Account and draft of Notice of Service prepared by G. Hodges; conference with G. Hodges re Gaffney's accounting and draft notice.
GHH	Gregory H. Hodges	11/17/15	400.00	1.60	640.00	1686123	Draft fifth bi-monthly report; conference with CKP re pending litigation and claims reserve.
GHH	Gregory H. Hodges	11/19/15	400.00	0.80	320.00	1686526	Review and revise fifth bi-monthly report; email to Gaffney and CKP re same.
GHH	Gregory H. Hodges	11/23/15	400.00	0.50	200.00	689447	Email to Gaffney re fifth bi-monthly report and updated financial info needed; review Gaffney response.
GHH	Gregory H. Hodges	11/24/15	400.00	2.50	1,000.00	1689902	Review email from Gaffney regarding financial info to be provided with fifth bi-monthly report; conference with G. Dudley re same; reply to Gaffney re same; teleconference with Gaffney and G. Dudley re same; begin review of financial info sent by Gaffney to be referenced in the bi-monthly report; teleconference with FY re course of action re bi-monthly reports.
GHTD	George H.T. Dudley	11/24/15	425.00	1.30	552.50	1691983	Review G. Hodges email with September Report (through August) prepared by J. Gaffney and draft of latest report; conference with G. Hodges re discrepancies; conference call with G. Hodges and J. Gaffney re simply extending September Report to 10/31/15 and adding footnotes to explain any changes in numbers; review Gaffney emails with revised report.
GHH	Gregory H. Hodges	11/25/15	400.00	2.00	800.00	1690853	Complete review of the updated financial information that supports or is referenced in fifth bi-monthly report; finalize the report; email Gaffney re sending the updated financial information to Judge Ross and Holt.
GHTD	George H.T. Dudley	11/25/15	425.00	1.00	400.00	1694487	Review J. Gaffney proposed final liquidation accounting and comparison to budget; review emails between Gaffney and G. Hodges; conference with G. Hodges re final account and filing of same with Judge Ross.
CKP	Charlotte K. Perrell	11/25/15	295.00	0.30	88.50	16A1118	Correspondence to Carl Beckstedt for update as to status of United Litigation as to Bi-Monthly report.
GHTD	George H.T. Dudley	11/30/15	425.00	1.00	425.00	1697520	Review J. Gaffney emails re 10/31/15 budget comparison and details for partner distributions and supporting documents; conference with GHH re Gaffney emails.

CKP	Charlotte K. Perrell	11/30/15	295.00	0.20	59.00	16A1113	Coordinate for filing the Bi-Monthly report.
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Total Unbilled: 57,605.00

**From:** Joel Holt <holtvi@aol.com>  
**To:** edgarrossjudge <edgarrossjudge@hotmail.com>

**Subject:** Re: Attorneys' Fees Charged To Fathi Yusuf That Should Be Reimbursed By The Partnership

**Date:** Sat, Jan 23, 2016 11:44 am

**Attachments:** 2015-03-27 SUPREME - Yusufs Opposition to Appellee's Motion for Fees.PDF (2263K), 2013-11-15 Yusuf-United OBJECTION TO BILL OF COSTS - for service.pdf (117K)

Judge Ross-you sent me the email below on December 24th regarding fees being charged by DTF to the partnership. As you recall, you were kind enough to agree that it would not be paid until I had time after the Hovenssa transaction to review it with my client and respond. We have looked into this billing and have several serious problems it.

At the outset, DTF could never represent the partnership, as it would be a clear conflict of interests since they represent both Mr. Yusuf personally and United Corporation. In short, such representation would be both unethical and a violation of the VI rules applicable to the professional responsibilities of lawyers. Indeed, Mr. Hamed was never informed about this matter and has not waived this glaring conflict. If the Partnership needed counsel, Yusuf (as the Liquidating Partner) should retained an independent lawyer to avoid this situation, but it is too late to now try to make DTF counsel for the partnership.

In fact, a review of the charges confirms that many of the items charged accrued to Mr. Yusuf's benefit and not to the benefit of the Partnership or Mr. Hamed. For example, one monthly accounting had real property titled in the name of United, but admittedly owned by United, not being transferred to the partnership. Clearly DTF, who signed this filing, was acting for the benefit of Mr. Yusuf and United, not the partnership. There are multiple other examples, several of which were brought to the Court's attention when I filed an objection to Mr. Yusuf "feathering" his own nest with the various accountings he filed with the Court, which I am glad to put into more detail if you want me to so so.

Thus, this request for fees should be denied as a matter of course, mootng the need for ethical action that will be required if DTF claims they represented the partnership at the same time they represented Yusuf and United. It will also result in a motion to Judge Brady to disqualify them from any further work in this case.

Finally, I should note that many of the charges violate the precise objections that DTF raised to the two requests for fees filed by Hamed, both as to the amount that cane charged as well as the services for which multiple lawyers in a firm can charge. A copy of those objections are attached for your reference. Thus, a line by line analysis of the billing would have to be done if DTF could charge the partnership for such services, which it cannot do.

Joel H. Holt, Esq.  
2132 Company Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820





Document page 1: Contains several paragraphs of text, likely a letter or report, with some bolded headings.

Document page 2: Continuation of text from the first page, including a section with a bolded heading.

Document page 3: Features a large table with multiple columns and rows of data, possibly a financial or operational report. The table includes various numerical values and text entries.

Stack of documents 1: A thick stack of papers, some of which are visible at the top, showing text and possibly a header.

Stack of documents 2: Another thick stack of papers, similar to the first stack, with some text visible on the top sheet.

Stack of documents 3: A third thick stack of papers, with the top sheet showing a table or list of items.

7-30815

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

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

vs.

FATHI YUSUF and  
UNITED CORPORATION,

*Defendants/Counterclaimants,*

vs.

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

*Counterclaim Defendants.*

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES  
INJUNCTIVE RELIEF AND  
DECLARATORY RELIEF

JURY TRIAL DEMANDED

**PLAINTIFF HAMED'S COMMENTS RE PROPOSED WINDING UP ORDER**

At the outset, it should be noted that the Plaintiff, Mohammad Hamed, appreciates this Court's efforts to resolve the issues related to this litigation by submitting its October 7<sup>th</sup> "Proposed Order" for comments. An agreement between the parties on the terms suggested in that proposal would probably be in the best interests of all parties, but based on preliminary discussions with the Master, that seems unlikely. Thus, as directed by the Court, Hamed hereby submits his comments regarding the Court's "Proposed Order." Before doing so, one preliminary observation is necessary.

In this regard, there is one important point that explains why Hamed believes the "Proposed Order" must be changed. Section 402 of the *Revised Uniform Partnership Act (RUPA)* and its *Official Comments* make it clear that a Court simply cannot force an

Again, Hamed will pay a substantial sum for this name and brand if not assigned to each store by the Court. If Yusuf wishes to pay for this name and brand instead, then the parties can bid-in amounts until one side relents.

#### 4. The East Store Realty

The East store was rebuilt after a fire, a part of which is on new land which Yusuf admits was purchased with partnership funds, designated as Plot 4-H as per the attached drawing. See Exhibit 1. Thus, this plot is a partnership asset and cannot be summarily given to Yusuf.<sup>14</sup> The division set forth in the "Proposed Order" is not possible without allowing a bidding process for this acre.<sup>15</sup>

#### 5. Yusuf's Counsel/Accounting Experts can receive no Extra Payments

The Court's final Order needs to clarify that Yusuf's litigation counsel and expert witnesses (such as his accounting firm) cannot not be paid at all from Plaza Extra funds.<sup>16</sup> Beyond the ethical conflict—which would strictly prohibit this dual representation as counsel already represents the major claimant, United—if additional legal work or accounting work is necessary, it should be dealt with solely by unaligned

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<sup>14</sup> 26 V.I.C. § 24(c) provides "[p]roperty is presumed to be partnership property if purchased with partnership assets, even if not acquired in the name of the partnership or of one or more partners with an indication in the instrument transferring title to the property of the person's capacity as a partner or of the existence of a partnership."

<sup>15</sup> While Yusuf does not dispute that the property was purchased with Plaza Extra funds, he suggests he has a \$100,000 claim for improvements he made after this purchase. Fathi Yusuf's claim of \$100,000 towards improvements (which is disputed) has to be settled as an accounting claim as part of that process (to the extent he can prove he made this alleged payment.)

<sup>16</sup> As above, this is why the statute does not allow a partner with adverse claims to be the liquidating partner, as Hamed may be asked to fund Defendants' litigation claims against him.



counsel and accountants responsive to the Master, not to a litigating party. Plaintiff asks that the final Order be *very clear* in this regard, which he believes Yusuf will agree to based on conversations to date.

6. The Present Accounting of Plaza (Plan Ex. B) Should be Deemed Preliminary

The Court has not specifically referred to *Plan Exhibit B*—the "balance sheet" or present partnership accounting. It is undisputed that this balance sheet (a copy of which is attached here as **Exhibit 2** for the Court's convenience) was done by Yusuf and Controllers strictly under his control.<sup>17</sup> As the Court knows, Yusuf held control of this system away from Hamed for more than two years and Hamed made it very clear in his own filings regarding dissolution that accounting needed to be verified, stating on page 10:

1. Current Financial Profile of Partnership.

. . . the balance sheet for the Plaza Extra Stores attached as Exhibit B, which information is being submitted without prejudice to Hamed's further review of this information.

For example, as noted by the question marks placed on **Exhibit 2**, most of the account balances are outdated. Likewise, Hamed is unclear as to what the more than \$7 million in "buildings" and "leasehold improvements" refers to, as indeed there is no such "real" value since the partnership has no leases other than the St. Thomas store. Similarly, there appear to be large intercompany accounts to Yusuf, Plessen and other entities. In short, the attached accounting and partnerships books must be reviewed and verified

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<sup>17</sup> These are the same Yusuf-hired/controlled Controllers who, *inter alia*, supported Yusuf's initial claim that there was no partnership and have continued with such biased conduct throughout this litigation. Indeed, Hamed was provided access to the critical accounting records only after a court order was entered in this litigation to enforce the PI. More recently, one Controller, John Gaffney, removed Wally Hamed from the payroll at Yusuf's direction in direct violation of the Preliminary Injunction.

revised Order is then redlined and attached as **Exhibit 4**. Either order can be submitted in word if requested by the Court. For the reasons set forth herein, it is respectfully submitted that the order attached as **Exhibit 4** be approved.

**Dated:** October 21, 2014



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**Joel H. Holt, Esq.**  
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**Carl J. Hartmann III, Esq.**  
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### CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of October, 2014, I served a copy of the foregoing by email, as agreed by the parties, on:

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

**Mark W. Eckard**  
Eckard, P.C.  
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mark@markeckard.com

**Gregory H. Hodges**  
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ghodges@dtflaw.com

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



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

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

**FATHI YUSUF’S RESPONSE TO HAMED’S COMMENTS CONCERNING THE  
COURT’S PROPOSED WIND-UP PLAN**

Defendant/counterclaimant Fathi Yusuf (“Yusuf”), through his undersigned counsel, respectfully submits the following response to “Hamed’s Comments Re Proposed Winding Up Order” (“Hamed Comments”), pursuant to this Court’s Order dated October 7, 2014 (the “Order”).

The Hamed Comments are very significant insofar as he concedes for the first time that bidding by Hamed and Yusuf is an appropriate method of liquidating the assets of the partnership. See Hamed Comments, p. 8-9 and Exhibit 4 to the Hamed Comments, Section 8(1), (2), (3), and (5). Although the Hamed Comments suggest that the use of bidding as a liquidation tool should be limited to the assets of Plaza Extra-Tutu Park and the Plaza Extra trade name, the logic of this position is that the bidding method of liquidation should be extended to cover all partnership assets, including Plaza Extra-West. Bidding by Hamed and Yusuf offers the best

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**EXHIBIT**  
**3**

See Declaration of Yusuf dated August 12, 2014, attached as Exhibit 3 to Defendants' Memorandum in Support of Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent. Hamed's sworn testimony is consistent with Yusuf's declaration that the reconciliation occurred at the end of 1993. Hamed testified that the reconciliation took place "sometime after the fire in the store." See page 51-2 of the transcript of Hamed's April 1, 2014 deposition attached as **Exhibit 1**.

While partnership funds may have been used to pay the insurance premiums for the applicable insurance policy, payment of the insurance premiums by the store has always been one of the terms of the partnership and Hamed has provided this Court with no evidence that Yusuf conceded that the additional acre was purchased with partnership funds. In any event, there is no dispute that the partners' accounts were fully reconciled as of December 31, 1993, that this acre has been titled in United's name for decades, and that rent for this acre was included in the \$5,408,806.74 paid on February 7, 2012 covering rent for the period from May 5, 2004 – December 31, 2011. Under these circumstances, Hamed should be estopped from asserting any legal or equitable title to this 1 acre parcel. In any event, Hamed's vague and unsupported claim should not be allowed to impede the disposition of Plaza Extra – East.

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**Payment of Yusuf's Counsel and Accounting Experts**

The Order needs no clarification because it does not propose that Yusuf's counsel and accounting experts would be paid with partnership funds. It should be pointed out, however, that Section 5 of Hamed's "combined" order attached as Exhibit 3 to the Hamed Comments obligates the Liquidating Partner to "prepare and file all required federal and territorial tax returns . . . [and

Because there was never any consensus regarding the terms of the competing plans, this section should be deleted except for the first two sentences.

**Section 8: Plan of Liquidation Plan and Winding Up**

The lead in paragraph to Section 8(B)(1) of the competing plans should be added. Attached as **Exhibit 2** to this Response is the "combined" plan that Yusuf submits accurately sets forth the terms of the competing plans that the parties have not disputed and the provisions proposed by this Court. Yusuf's revised, proposed plan, which incorporates the Yusuf Comments and his foregoing comments in redlined fashion, is attached as **Exhibit 3** to this Response. Yusuf respectfully requests this Court to consider and approve the plan submitted as **Exhibit 3**.

Respectfully submitted,

**DUDLEY, TOPPER and FEUERZEIG, LLP**

Dated: October 28, 2014

By:

  
\_\_\_\_\_  
**GREGORY H. HODGES** (V.I. Bar No. 174)

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Attorneys for Fathi Yusuf and United Corporation

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 28<sup>th</sup> day of October, 2014, I caused the foregoing **Fathi Yusuf's Response To Hamed's Comments Concerning The Court's Proposed Wind-Up Plan** to be served upon the following via e-mail:

Joel H. Holt, Esq.  
**LAW OFFICES OF JOEL H. HOLT**  
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The Honorable Edgar A. Ross  
Email: [edgarrossjudge@hotmail.com](mailto:edgarrossjudge@hotmail.com)



R:\DOCS\6254\1\DRFT\PLDGA\5E9050.DOC

**From:** Edgar Ross <edgarrossjudge@hotmail.com>  
**To:** Joel Holt <holtvi@aol.com>  
**Subject:** RE: plaza  
**Date:** Tue, Feb 2, 2016 10:24 am

I will extend the time to review and comment on the accounting to May 2, 2016. This is I hope the final extension. I also approved the payments as indicated.

Sent via the Samsung GALAXY S64, an AT&T 4G LTE smartphone

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

**From:** Joel Holt <holtvi@aol.com>  
**Date:** 02/02/2016 6:04 AM (GMT-04:00)  
**To:** [edgarrossjudge@hotmail.com](mailto:edgarrossjudge@hotmail.com)  
**Cc:**  
**Subject:** plaza

Judge Ross-two quick things:

1) Yesterday I received 6 emails, each with multiple accounting attachments. I previously ask for an additional 60 days beyond March 2nd to address the accounting and claims issues. I then told you I could probably live with 45 days, but these new records are voluminous, so I am sure I need the full additional 60 days, to until May 2nd. Can you please let me know if this additional time can be granted?

2) The liquidating partner also filed another report with this entry:

"Counsel for the Partners submitted such lists to the Master on October 23,2015 and reviewed such lists with the Master at a meeting on January 25,2016, at which the parties discussed, among other issues, an invoice in the amount of \$57,605 presented by Dudley, Topper and Feuerzeig, LLP to the Liquidating Partner for services rendered after entry of the "Wind Up Order through November 30, 2015 related to the Liquidating Partner's duties, pursuant to \$ 4 of the Plan. The Liquidating Partner and the Master have authorized the payment of those fees."

Did you approve this payment?

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

