

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

MOHAMMAD HAMED , by his)	CIVIL NO. SX-12-CV-370
authorized agent WALEED HAMED ,)	
)	
Plaintiff/Counterclaim Defendant,)	ACTION FOR DAMAGES,
)	INJUNCTIVE RELIEF
vs.)	AND DECLARATORY RELIEF
)	
FATHI YUSUF and UNITED CORPORATION ,)	JURY TRIAL DEMANDED
)	
Defendants/Counterclaimants,)	
)	
vs.)	
)	
WALEED HAMED, WAHEED HAMED,)	
MUFEEED HAMED, HISHAM HAMED, and)	
PLESSEN ENTERPRISES, INC.,)	
)	
Additional Counterclaim Defendants))	
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**EMERGENCY MOTION TO QUASH SUBPOENAS, STAY ENFORCEMENT OF OR
LIMIT THE SCOPE OF SUBPOENAS**

Defendants/counterclaimants Fathi Yusuf (“Yusuf”) and United Corporation (“United”) (collectively, the “Defendants”), through their undersigned counsel, pursuant to Super. Ct. R. 11(c), respectfully move this Court on an emergency basis to enter an order quashing two (2) subpoenas improperly issued to two banking institutions on May 31, 2016 or, in the alternative, to limit the scope of the subpoenas.

FACTUAL BACKGROUND

1. Discovery in this case has been stayed since October 7, 2014. On that date, during a telephonic hearing, this Court explained that discovery was stayed to allow the liquidation process of the partnership between Yusuf and Mohammad Hamed (“Hamed”)¹ (the “Partnership”) to proceed.

¹ Yusuf filed a Statement Noting the Death of Mohammed Hamed on June 22, 2016, which provided notice of Hamed’s death on June 16, 2016. As a result of such death, any power of attorney given by Hamed to Waleed Hamed terminated. See V.I. Code Ann. tit. 15, §1265(a). To date, no motion for substitution of a representative of the estate of Hamed has been made.

2. The Court advised that the stay of discovery would allow the parties to “focus on working on the details of the plan” for winding up the Partnership. *See Exhibit A* – October 7, 2014 Hearing Transcript; 6:16-17. The Court acknowledged that discovery may be needed at some later point, after the initial liquidation process was put in place. The Court explained its hope that “perhaps some of the issues that are deemed important now, and some of the discovery that’s deemed necessary now, may turn out not to be necessary.” *See Exhibit A*, 11:10-12. Likewise, the Court acknowledged that there were a number of pending motions that the Court was holding in abeyance pending the parties’ efforts to proceed with the liquidation process that will be addressed at a later point assuming they, too, are not otherwise rendered moot.

3. The Court also held that if the parties deemed discovery to be necessary in the interim, then, in that event, the process would be to file a motion explaining why a stay was counterproductive and to explain the “need to reopen discovery for any particular purpose” upon which the Court could then rule, following a recommendation by the Master. *See Exhibit A*, 6:18-19 and 11:13-19.

4. At no point has Hamed ever filed such a motion explaining the need for any specific discovery or requesting the Court to re-open discovery for any “particular purpose.”

5. Instead, Hamed has circumvented the stay imposed by the Court by serving the subpoenas, attached as **Exhibit B**, upon the Bank of Nova Scotia and Banco Popular de Puerto Rico (collectively, the “Subpoenas”). The Subpoenas seek, among an extraordinarily broad range of information, documents relating to United’s tenant accounts as well as information relating to Plessen Enterprises, Inc. (“Plessen”), neither of which are related to the Partnership or

its liquidation. The Subpoenas also seek information to which Hamed has already had access for years and seeks information dating back decades.

6. In addition to the stay, the process set forth in the Final Wind-Up Plan provides that following the liquidation of the Partnership assets, the Partners will each submit their proposed accounting and distribution plan for those funds remaining in the Claims Reserve Account. See **Exhibit C** – Final Wind-Up Plan, §9, Step 6. These filings will govern the remainder of the case as they will define the scope of the remaining claims and areas of continued dispute for which discovery may be needed. As the Court had hoped, certain areas of discovery that were needed prior to the liquidation process may no longer be relevant and, thus, will have been eliminated as a result of the issues being narrowed in the proposed accountings and distribution plans. As expected, other areas will remain in dispute and discovery will be required after these submissions.

ARGUMENT

A. THE SUBPOENAS CONSTITUTE AN IMPROPER ATTEMPT TO CONDUCT DISCOVERY IN CIRCUMVENTION OF THE COURT IMPOSED STAY.

Super. Ct. R. 11(c) provides: “The Judge, on motion made promptly, may quash or modify the subpoena if compliance would be unreasonable or oppressive.” Here, the Subpoenas are not only extraordinarily overbroad, they clearly violate the discovery stay imposed by the Court and represent an attempt to circumvent the Court’s earlier ruling by failing to establish a need for this particular discovery or allowing the opposing party the opportunity to weigh in with any pre-issuance objections. Instead, Hamed, on an *ex parte* basis, approached the Master about issuing the Subpoenas. No showing of need was made before the Subpoenas were issued, at

least no showing that was shared with Defendants.

Upon discovering the Subpoenas had been issued, counsel for Yusuf attempted to lodge his objections with the Master, both as to the improper procedural manner in which the Subpoenas were issued as well as to the overbreadth of the information sought, which is irrelevant to issues relating to Partnership liquidation and wind up. These objections were essentially ignored. In particular, Judge Ross noted “[T]he issues you raise as to the scope of the subpoenas while valid as to the permitted scope is nonetheless going to be allowed as the requested documents pertain to anticipated claims that will be made in the near future.” *See Exhibit D* – Email correspondence between counsel and Judge Ross. No explanation regarding these “anticipated claims” was provided.

Counsel for Yusuf also suggested that a modification of the information sought could have eliminated the need for a motion to quash, despite the breach in the procedural protocol. Likewise, this effort was ignored. *See Exhibit D*.

The Court imposed a stay of discovery to allow the parties the opportunity to focus on the liquidation process. To the extent that any particular discovery would be needed, the parties were allowed the opportunity to file a motion explaining the need for such discovery, allowing objections by the opposing party, and then, upon the recommendation of the Master, present the issue for the Court to determine if such limited discovery would be allowed. Rather than following this procedure, counsel for Hamed engaged in an *ex parte* process culminating in the unilateral issuance of the Subpoenas thereby forcing Yusuf to either acquiesce to the overbroad discovery or resort to motion practice. Given this procedural aberration, the Defendants submit that the Subpoenas should be quashed so that a proper showing of the need for the information

can be offered, if possible, to demonstrate why, at this stage, additional discovery is needed before a representative of Hamed's estate can submit an accounting and proposed distribution plan. Only after a properly supported motion and response will this Court be in a position to determine if an adequate showing has been made.

B. THE INFORMATION SOUGHT IS OVERBROAD AND UNRELATED TO THE PARTNERSHIP LIQUIDATION AND WIND-UP.

After being challenged, counsel for Hamed apparently contends that the information sought in the Subpoenas is somehow needed to assist with his submissions under Final Wind-Up Plan, §9, Steps 4 and 6. Step 4 provides that "Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master." Hamed has been provided access to this information since the Court's May 31, 2013 and April 2, 2014 Orders, including the Sage5 accounting system. Therefore, to request information at this stage, to which Hamed already has had access, demonstrates that such arguments are a pre-text. Seeking information which stretches back to 1998 is beyond what was contemplated in the Final Wind-up Plan and, therefore, is overbroad.

Furthermore, any argument that the information sought relates to the liquidation or wind-up of the Partnership is also disproved by the fact that information has been sought from Plessen as well as United's "tenant account." Plessen is not a part of the Partnership and is not even mentioned in the Final Wind-Up Plan. Therefore, information relating to Plessen is outside the scope of the Partnership liquidation/wind-up process. Consequently, information relating to Plessen is beyond any efforts to obtain partnership accounting and financial information and should be quashed or the Subpoenas should be modified to exclude such information.

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Similarly, the information sought relating to United's "tenant account" is beyond the scope of information relating to the Partnership liquidation/wind-up. The parties have consistently acknowledged from the outset that United's operations as a landlord and its profits from the ownership of real estate are not Partnership matters. Hamed acknowledged as much at paragraph 17 of his First Amended Complaint. Therefore, nothing in United's tenant account records is the proper subject of the Subpoenas. Therefore, at a minimum, the Subpoenas should be modified to remove information concerning United's tenant account.

Under the Final Wind-Up Plan, §9, Step 6, the Partners are each to submit a proposed accounting and distribution plan. This submission has been delayed because Hamed has claimed he needed further information in order to do so. Despite being offered physical access to all the financial information available to the Liquidating Partner for over 15 months, Hamed has sought to require the Liquidating Partner, through the Partnership's accountant, John Gaffney, to assemble and produce myriad documents and to answer extensive written questions concerning the Partnership's financial affairs. Yusuf has consistently argued that these demands to be spoon fed documents and answer discovery requests go far beyond the simple access to "view all partnership accounting information from January 2012 to present" contemplated in § 9, Step 4 of the Plan. *See, e.g.,* Liquidating Partner's Eighth Bi-Monthly Report at p. 10.

To the extent that there are disputes after the Partners submit their competing accountings and distribution plans, then, as was contemplated, discovery as to the disputed issues and claims can be allowed. When the Partners see each others accounting and distribution plans, they will be able to focus discovery on the areas where there is disagreement. Until one party knows how another party has accounted for a particular transaction or matter, it is unknown whether there

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are areas of agreement or disagreement. Further, discovery was stayed before depositions were taken of the various Hamed family members. Discovery will be needed as to certain financial transactions involving their distributions, both those disclosed and those which Yusuf claims were undisclosed. However, this is a process that will need to occur following the submission of the parties' proposed accountings and distribution plans. To open discovery at this phase will likely result in a piecemeal process, as the parties know that discovery will be needed after the submission of the proposed accounting and distribution plans by each side. However, following these submissions, discovery will be properly focused and limited to those issues in dispute. At this point, Hamed has unreasonably delayed the submission of the distribution plans despite having had access to all of the Partnership financial information for over a year. Therefore, rather than speed the process, piecemeal discovery at this juncture hinders the process and prolongs it. As a result, the Subpoenas should be quashed to allow the more orderly process contemplated by the Court in October of 2014.

C. AS A RESULT OF HAMED'S DEATH, THE SUBPOENAS SHOULD BE QUASHED AS THERE IS NO PARTY PLAINTIFF UNTIL A SUBSTITUTION IS MADE.

As Hamed has recently died, a substitution must be formally made. *See* Fed.R.Civ.P. 25(a)(1) and V.I. Code Ann. tit. 5, §78. Although Yusuf anticipates that a substitution will ultimately occur, at this stage, there is no actual party plaintiff in the case. The Subpoenas, therefore, should be quashed and the Court should consider staying this case until the substitution takes place.

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CONCLUSION

For all the foregoing reasons, Defendants respectfully request this Court to enter an order quashing the Subpoenas entirely. In the alternative, the Defendants request that the Subpoenas be modified to limit the information sought to only that information directly relating to Partnership liquidation and wind-up, which does not include information relating to Plessen or United's tenant account.

Dated: June 29, 2016

By:

DUDLEY, TOPPER and FEUERZEIG, LLP

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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of June, 2016, I caused the foregoing **EMERGENCY MOTION TO QUASH SUBPOENAS, STAY ENFORCEMENT OF OR LIMIT THE SCOPE OF SUBPOENAS** to be served upon the following via e-mail:

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SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

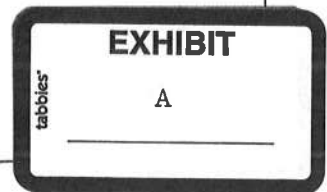
MOHAMMAD HAMED, by his)	CASE NO.:
authorized agent WALEED HAMED,)	
)	SX-2012-CV-0370
PLAINTIFF/COUNTERCLAIM DEFENDANT,)	
)	
V.)	
)	
FATHI YUSUF and)	
UNITED CORPORATION,)	
)	
DEFENDANTS/COUNTERCLAIMANTS,)	
)	
V.)	
)	
WALEED HAMED, WAHEED HAMED,)	
MUFEEED HAMED, HISHAM HAMED,)	
and PLESSEN ENTERPRISES, INC.,)	
)	
COUNTERCLAIM DEFENDANTS.)	

Tuesday, October 7, 2014

R.H. Amphlett Leader Justice Center
RR1 9000
Kingshill, St. Croix
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The above-entitled matter came on for a telephonic **CIVIL STATUS CONFERENCE**, a hearing before the Honorable Douglas A. Brady, Judge, in Courtroom Number 211, commencing at 11:46 a.m.

Randall Jon Belsvik, FCRR
Official Court Reporter
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Also present: Special Master Edgar Ross

1 PROCEEDINGS

2 (Telephonic proceedings commence at 11:46 a.m.)

3 THE CLERK: Mohammed Hamed, et al. versus Fathi
4 Yusuf and United Corporation., et al.

5 THE COURT: Good morning, gentlemen.

6 MR. HOLT: Good morning, Your Honor.

7 MR. HODGES: Good morning.

8 MR. ECKARD: Good morning, Judge.

9 THE COURT: Could you put your appearances on the
10 record, please?11 MR. HOLT: Joel Holt and Carl Hartmann for the
12 plaintiff.13 MR. HODGES: Gregory Hodges and Nizar Dewood for the
14 defendants/counterclaimants.15 MR. ECKARD: Mark Eckard for counterclaim
16 defendants.17 MR. MOORHEAD: Good morning, Your Honor. Jeffrey
18 Moorhead on behalf of Plessen Enterprises, Inc.19 THE COURT: Very well. We are here for a status
20 conference. Master Edgar Ross is with me in the courtroom.21 The first thing I'd like to say is that I'm not sure
22 how it happened, but we've got a matter scheduled for this
23 coming Thursday, October 9, and there's no need to have that
24 hearing as well as what we're doing today, so that scheduled
25 matter will be canceled.

1 To let the parties know, I will be issuing an order
2 granting the plaintiff's motion for partial summary judgement
3 as to the existence of a partnership. That shouldn't be any
4 surprise to anyone, since that conceded issue has led us to
5 where we stand today, but just to get that on the record,
6 I'll go ahead and issue an order in that regard.

7 I'm sorry that it took until this morning to get you
8 the document that was sent out by e-mail this morning
9 entitled Order Soliciting Comments, Objections and
10 Recommendations. I assume you've had a chance to take a look
11 at it.

12 The only things I think that are of significance and
13 different than what has been presented would be the
14 identification of Mr. Yusuf as a liquidating partner. Along
15 those lines, it's recognized that, as United's principal and
16 president, there are issues of conflict potentially, but
17 since that role is going to be under the supervision and with
18 the participation of the Master, I am confident that, to the
19 extent that those issues are not able to be resolved, that
20 the Master will be able to make sure that there are no
21 problems arising from any conflict between the interests of
22 United and the role of Mr. Yusuf as liquidating partner.

23 Of course, the other matters of significance in
24 there primarily would be the proposed manner in which each of
25 the three stores will be distributed from the partnership,

1 and the bottom line in this order sends the parties to work
2 with the Master immediately so that you can have an
3 opportunity to flesh out your concerns, and then requires
4 that each side submit a written response to this proposal
5 within 14 days from today. Yes, from today.

6 In order to allow the parties to -- and again, when
7 I talk about "the parties," Mr. Eckard and Mr. Moorhead, it's
8 not out of lack of respect for you guys, or having no
9 interest in your participation, but it's really plaintiff and
10 defendant who are the prime shakers and the movers here, and
11 I believe that all of the issues -- I am hopeful that all of
12 the issues as to the clients of Mr. Eckard and Mr. Moorhead,
13 being secondary to the primary parties, that those hopefully
14 can be folded into whatever resolution is going to be
15 accomplished.

16 But to allow focus on working on the details of the
17 plan, I'm going to stay discovery for the time being, subject
18 to any parties' suggestion that there is a need to reopen
19 discovery for any particular purpose, and we can do that, and
20 also subject to the recommendation of the Master, who will
21 hear any party who has a suggestion that a certain component
22 of discovery needs to be addressed presently.

23 But to allow focus on trying to look at the big
24 picture, and seeing if we can come up with a plan for going
25 forward, I'm going to stay discovery otherwise.

1 As everybody has seen, we haven't been proactive in
2 dealing with -- I lost count, but I would say it's accurate
3 to say dozens of pending motions, I don't know how many, but
4 there's a lot of motions out there that are ancillary to the
5 primary focus -- are you still there, gentlemen?

6 MR. HOLT: Yes, Your Honor.

7 THE COURT: Okay.

8 MR. HODGES: Yes, Your Honor.

9 THE COURT: Okay. We just had a power flash here.

10 So similar to the discovery, we are going to
11 continue to leave in abeyance those motions that are not
12 primary, or that are not required to be addressed, to come up
13 with a plan and a proposal for moving forward, and once
14 again, of course subject to any party indicating that there
15 is a need to address a particular motion, a particular issue,
16 and subject as well to the recommendation of the Master.

17 The order that you received this morning requires
18 that the parties meet together with the Master. And in
19 addition to taking a look at the plan, we will be -- I know
20 there are issues related to the rents that are due at Plaza
21 East, and that would be an issue that the parties need to
22 continue discussions with the Master concerning.

23 And the large portion of the work, it seems to me,
24 that is going to be taking place, is identifying and
25 cataloging partnership assets and forging a plan for the

1 liquidation or distribution of those assets. And all of that
2 can be done in the context of working with the Master
3 concerning putting together the nuts and bolts of the plan.

4 That's what I have this morning, and I'm willing
5 to -- I guess I should ask Judge Ross, is there anything
6 you'd like to add to that, Judge?

7 JUDGE ROSS: Nothing additional.

8 THE COURT: Can I hear from Mr. Hamed, what --

9 MR. HOLT: Yes, Your Honor, this is Joel Holt. Two
10 points, one simple one, and that is: You also have a status
11 conference set for Thanksgiving. I take it that is off?

12 THE COURT: We'll take it off.

13 MR. HOLT: All right. Secondly, I think while we're
14 all on the phone, maybe it might be helpful to try to set up
15 another meeting with Judge Ross, since he's going to be
16 taking over. I don't know if he wants to deal with this
17 after this, or if you want to talk about some time now.

18 THE COURT: Judge? Do you want to hear from
19 Judge Ross on that right now?

20 MR. HOLT: Yes, that would be fine.

21 JUDGE ROSS: Attorney Holt, this is Edgar Ross.
22 What I would suggest is that I get in touch with the
23 attorneys, and they find a suitable date and let me know,
24 because I'm always available. Some of you are private,
25 single practitioners, and I don't want to set a date that

1 interferes with your practice. So I would send you a notice
2 either today or tomorrow, asking you when you would like to
3 meet.

4 MR. HOLT: Okay. I think that's really all I have.
5 The parties did actually agree to a new scheduling order, but
6 I guess if you're suspending that too, that's a moot issue at
7 this point. So, Greg, I'll turn the floor -- Your Honor,
8 that's it for Hamed.

9 THE COURT: Thank you.

10 MR. HODGES: Thank you, Your Honor. This is Greg
11 Hodges. I really don't have anything to add. Obviously, I
12 think we'll need to review your order with our respective
13 clients, and get together with Attorney Holt and Judge Ross;
14 perhaps Attorney Holt initially, and then setting up a
15 meeting with Judge Ross at his convenience.

16 THE COURT: Okay, very good. And I -- you all
17 are -- I appreciate the degree to which everyone is willing
18 to accommodate each other, but now we do have a trial date of
19 December 1, for what that's worth, and I want to continue to
20 keep that date alive, and so I don't want to have us sitting
21 on these matters.

22 You can see in this order that you received this
23 morning, it requires comments within 14 days. I'd like to
24 try to stick to that, and that -- so that's going to
25 encourage you to get together with Judge Ross as soon as

1 you're able to do so. And as Judge Ross has said, he will
2 make himself available, and I'll just leave it to you to work
3 out those details.

4 MR. HOLT: All right, Your Honor. Thank you.

5 MR. HODGES: Your Honor, this is Greg Hodges. I
6 don't know if Judge Ross has had an opportunity to share with
7 you, but one of the unfortunately few things that Attorney
8 Holt and I agreed on recently was an extension of the
9 discovery period, the factual discovery period through
10 December 15, the expert initial report period until January
11 30, the rebuttal report until March 2nd I believe, and the
12 close of expert discovery until April 6. That was based on
13 the understanding that the trial date of December 1 was not
14 realistic under the circumstances.

15 Obviously, we don't control your docket, and those
16 were just suggestions that we were prepared to submit to the
17 Court, but I would respectfully submit that the, you know --
18 given the stay of discovery that you've talked about in this
19 conference, and the need for further discovery, that those
20 agreed dates ought to be favorably considered by the Court.

21 THE COURT: Has that been filed?

22 MR. HOLT: No.

23 MR. HODGES: I'm sorry?

24 MR. HOLT: No, we reached that agreement this
25 morning.

1 THE COURT: Well, why don't we -- I mean, I'm
2 amenable -- everybody has known for quite some time that
3 trial on December 1 is not realistic, but my interest here is
4 not so much doing anything other than trying to maintain
5 focus on the big picture and the end game, as opposed to
6 filling in the gaps along the sidelines.

7 It's also my intention not to stay discovery, with
8 the idea that this is going to prolong things. To the
9 contrary, the thinking is, is that if we can focus on the end
10 result, then perhaps some of the issues that are deemed
11 important now, and some of the discovery that's deemed
12 necessary now, may turn out not to be necessary.

13 As I said before, I'm open to any recommendation
14 from the Master, or motion from the parties, that the stay of
15 discovery is counterproductive, but, for the time being, at
16 least to give you all the opportunity to meet with Judge Ross
17 presently and the opportunity to get a response on the
18 proposed structure of the plan. For at least that period of
19 time, the discovery will be stayed. And as I said, I'm open
20 for discussion, suggestions as to how and if and when it
21 needs to be revisited.

22 Is there anything from Attorney Eckard or Attorney
23 Moorhead?

24 MR. ECKARD: Not from Attorney Eckard, Your Honor.

25 MR. MOORHEAD: No, Your Honor.

1 THE COURT: Very well. Attorney Holt, Attorney
2 Hodges, anything else we should be accomplishing this
3 morning?

4 MR. HOLT: No, Your Honor.

5 MR. HODGES: I don't think so, Your Honor. Thank
6 you for your time.

7 THE COURT: Okay, gentlemen. Thank you very much.
8 I appreciate your time this morning and look forward to
9 hearing from you shortly, and look forward to hearing good
10 reports about your meetings with Judge Ross.

11 That will conclude what we're going to do this
12 morning. Thank you.

13 MR. HOLT: Thank you, Your Honor.

14 MR. HODGES: Thank you, Your Honor.

15 (Proceedings conclude at 12:05)

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

SUPERIOR COURT OF THE VI
OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

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

Plaintiff/Counterclaim Defendant,
vs.

FATHI YUSUF and **UNITED CORPORATION**,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-cv-370
2016 MAY 31 P 3: 12

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

JURY TRIAL DEMANDED

TO:

THE HONORABLE TAMARA BERMUDEZ

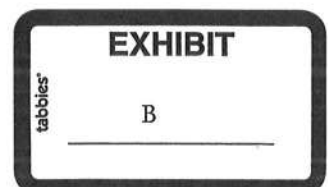
Chief Deputy Clerk
R. H. Amphlett Leader
Justice Complex
RR1 9000
1st Floor, Room 101
Kingshill, VI 00850

Hon. Edgar Ross

Special Master
% edgarrossjudge@hotmail.com

Nizar A. DeWood

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



Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas,VI00802
ghodges@dtflaw.com

SUPERIOR COURT OF THE VI
OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

2016 MAY 31 P 3: 12

Mark W. Eckard
Ham & Eckard, P.C.
5030 Anchor Way
Christiansted, VI 00820
Telephone: (340) 773-6955 meckard @hammeckard. Com

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

PLEASE TAKE NOTICE that on May 31, 2016, or as soon thereafter as service may be effectuated, and pursuant to Federal Rule of Civil Procedure 45 as adopted by this Court, the undersigned will issue and serve the Subpoena Duces Tecum attached hereto as "Exhibit A", upon **Banco Popular**, a non-party to the above-captioned litigation, for a deposition and the production of the items listed in said Subpoena at the time and place specified therein.

Dated: May 31, 2016



Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709 / holtvi@aol.com

Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
(340) 719-8941
carl@carlhartmann.com

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of May, 2016, I served a copy of the foregoing Notice by email, as agreed by the parties, on:

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

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

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas,VI00802
ghodges@dtflaw.com

Mark W. Eckard
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5030 Anchor Way
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Telephone: (340) 773-6955 meckard @hammeckard. Com

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



Issued by the
SUPERIOR COURT OF THE VIRGIN ISLANDS

DEPARTMENT OF THE VI
OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

DIVISION OF

St. Croix

2016 MAY 31 P 3:12

SUBPOENA IN A CIVIL CASE

Mohammad Hamed,
Plaintiff,

Case No: 2012-SX-CV-370

v.

**ACTION FOR DEBT AND
CONVERSION**

Fathi Yusuf,
Defendant.

JURY TRIAL DEMANDED

SUBPOENA DUCES TECUM

TO: Banco Popular De Puerto Rico
ADDRESS: 3009 Orange Grove, St. Croix, USVI 00820

YOU ARE HEREBY COMMANDED to appear in the Superior Court of the Virgin Islands in the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE HEREBY COMMANDED to appear in the Superior Court of the Virgin Islands in the place, date, and time specified at the taking of a Deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

***Note: In lieu of appearing for the deposition at the time and place specified, you may comply with this subpoena duces tecum by producing the documents referenced in Exhibit A on or before the stated date.

YOU ARE HEREBY COMMANDED to produce and permit inspection and copying of the following documents or object at the place, date and times specified below (list documents or objects):

Produce any and all documents listed in Exhibit A attached hereto.

PLACE: Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709

SUPERIOR COURT OF THE VI
OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

2016 MAY 31 P 3:12

DATE AND TIME:
June 30, 2016
at 2:00 p.m.

YOU ARE HEREBY COMMANDED to permit inspection of the following premises at the date and time specified below:

PREMISES

DATE AND TIME:

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE

ESTRELLA H. GEORGE
ACTING CLERK OF THE SUPERIOR COURT:

By:

E. Hernandez

DATE

5/31/16

ISSUING ATTORNEY'S ADDRESS AND TELEPHONE NUMBER:

Joel H. Holt, Esq.
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to

JOANN CARR

Dated: *JUNE 1, 2016*

By:

Al Som Jr

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Dated: _____

By: _____

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Dated: _____

By: _____

Rules Governing the
Superior Court of the Virgin Islands 2016 MAY 31 P 3: 12

Rule 11. Subpoena

(a) Form and issuance. A subpoena shall be issued by the judge or clerk or deputy clerk under the seal of the court. It shall state the name of the court and the title, if any, of the proceeding, and if the witness is to testify on behalf of the Government, it shall so note, and shall command each person to whom it is directed to attend and give testimony at the time and place specified therein. The clerk shall issue a subpoena, signed and sealed, to a party requesting it, who shall fill in the blanks before it is served.

(b) Indigent defendants. A judge may order, at any time, that a subpoena be issued on motion or request of an indigent defendant in a criminal case.

(c) For production of documentary evidence and of objects. A subpoena may also command the person, to whom it is directed, to produce books, papers, documents, or other objects designated therein. The judge, on motion made promptly, may quash or modify the subpoena if compliance would be unreasonable or oppressive. The judge may direct that books, papers, documents, or other objects designated in the subpoena be produced before the court at a time prior to the trial or prior to the time when they are to be offered in evidence, and may upon their production permit the books, papers, documents, or other objects or portions thereof, to be inspected and copied by the parties and their attorneys, or by a probation officer.

(d) Service. A subpoena may be served by any person who is not a party and who is not less than 18 years of age. Service of a subpoena may be made by delivering a copy thereof to the person named. A subpoena requiring the attendance of a witness at a hearing or trial may be served at any place within the territory.

(e) Contempt. Failure by any person without adequate excuse to obey a subpoena served upon him may be deemed a contempt of the court from which the subpoena issued.

Exhibit A to Banco Popular Subpoena

Please produce the following records:

1. All bank non-payroll canceled checks or wire transfer receipts (or photocopies or other copies of them in a digital medium that reflect both the front and back sides of the documents) for the period of July 1, 2012 through June 30, 2013 -- for all accounts of Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra Supermarkets, United Corporation and Plessen Enterprises. For non-check or wire accounts (i.e. credit or other card transactions) supply all representative transaction documents.

Those accounts include, but are not limited, to:

191-063789	Credit Card
191-013307	Credit Card
191-063789	Credit Card
192-026143	Credit Card
191-148830	Operating
191-256269	Operating

If there are other Banco Popular Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra, United Corporation or Plessen Enterprises accounts that are not listed above, please provide the information requested in this exhibit for all of those accounts as well.

2. All documents reflecting the application for, opening, maintenance, signature identification, and modification of all accounts of Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra Supermarkets, United Corporation and Plessen Enterprises -- as well as all external or external emails, correspondence, notes and any other documents that appear in your business records or computer systems regarding these accounts.

3. All bank statements and deposit slips for the years 1998-2015.

4. Documents reflecting what accounts (both those listed and any others) that have been open and closed and the dates of such opening and closing.

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

SUPERIOR COURT OF THE VI
OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

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

Plaintiff/Counterclaim Defendant,
vs.

FATHI YUSUF and **UNITED CORPORATION**,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-cv-370

2016 MAY 31 P 3: 08

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

JURY TRIAL DEMANDED

TO:

THE HONORABLE TAMARA BERMUDEZ

Chief Deputy Clerk
R. H. Amphlett Leader
Justice Complex
RR1 9000
1st Floor, Room 101
Kingshill, VI 00850

Hon. Edgar Ross

Special Master
% edgarrossjudge@hotmail.com

Nizar A. DeWood

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

Gregory H. Hodges

Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST. Thomas, VI 00802
ghodges@dtflaw.com

Mark W. Eckard

Ham & Eckard, P.C.
5030 Anchor Way
Christiansted, VI 00820
Telephone: (340) 773-6955 meckard @hammeckard. Com

Jeffrey B. C. Moorhead

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

PLEASE TAKE NOTICE that on May 31, 2016, or as soon thereafter as service may be effectuated, and pursuant to Federal Rule of Civil Procedure 45 as adopted by this Court, the undersigned will issue and serve the Subpoena Duces Tecum attached hereto as "Exhibit A", upon **Bank of Nova Scotia**, a non-party to the above-captioned litigation, for a deposition and the production of the items listed in said Subpoena at the time and place specified therein.

Dated: May 31, 2016



Joel H. Holt, Esq.

Counsel for Plaintiff

Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709 / holtvi@aol.com

Carl J. Hartmann III, Esq.

Co-Counsel for Plaintiff

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

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of May, 2016, I served a copy of the foregoing Notice by email, as agreed by the parties, on:

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

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

Gregory H. Hodges
Law House, 10000 Frederiksberg Gade
P.O. Box 756
ST.Thomas,VI00802
ghodges@dtflaw.com

Mark W. Eckard
Ham & Eckard, P.C.
5030 Anchor Way
Christiansted, VI 00820
Telephone: (340) 773-6955 meckard @hammeckard. Com

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



Issued by the
SUPERIOR COURT OF THE VIRGIN ISLANDS

OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

DIVISION OF

St. Croix

2016 MAY 31 P 3: 08

SUBPOENA IN A CIVIL CASE

Mohammad Hamed,
Plaintiff,

Case No: 2012-SX-CV-370

v.

**ACTION FOR DEBT AND
CONVERSION**

Fathi Yusuf,
Defendant.

JURY TRIAL DEMANDED

SUBPOENA DUCES TECUM

TO: Bank of Nova Scotia operating as ScotiaBank

ADDRESS: 4500 Estate Diamond, St. Croix, USVI 00820

YOU ARE HEREBY COMMANDED to appear in the Superior Court of the Virgin Islands in the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

YOU ARE HEREBY COMMANDED to appear in the Superior Court of the Virgin Islands in the place, date, and time specified at the taking of a Deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

***Note: In lieu of appearing for the deposition at the time and place specified, you may comply with this subpoena duces tecum by producing the documents referenced in Exhibit A on or before the stated date.

YOU ARE HEREBY COMMANDED to produce and permit inspection and copying of the following documents or object at the place, date and times specified below (list documents or objects):

Produce any and all documents listed in Exhibit A attached hereto.

PLACE: Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709

DATE AND TIME:
June 30, 2016
at 1:00 p.m.

YOU ARE HEREBY COMMANDED to permit inspection of the following premises at the date and time specified below:

PREMISES

DATE AND TIME:

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE

ESTRELLA H. GEORGE

ACTING CLERK OF THE SUPERIOR COURT:

By: *E. Hernandez*

DATE

5/31/16

ISSUING ATTORNEY'S ADDRESS AND TELEPHONE NUMBER:

Joel H. Holt, Esq.
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to

Ant
PEREZCIC MARTI

Dated: June 1 2016

By: *J.P. Jones Jr*

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Dated: _____

By: _____

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Dated: _____

By: _____

**Rules Governing the
Superior Court of the Virgin Islands**

Rule 11. Subpoena

(a) Form and issuance. A subpoena shall be issued by the judge or clerk or deputy clerk under the seal of the court. It shall state the name of the court and the title, if any, of the proceeding, and if the witness is to testify on behalf of the Government, it shall so note, and shall command each person to whom it is directed to attend and give testimony at the time and place specified therein. The clerk shall issue a subpoena, signed and sealed, to a party requesting it, who shall fill in the blanks before it is served.

(b) Indigent defendants. A judge may order, at any time, that a subpoena be issued on motion or request of an indigent defendant in a criminal case.

(c) For production of documentary evidence and of objects. A subpoena may also command the person, to whom it is directed, to produce books, papers, documents, or other objects designated therein. The judge, on motion made promptly, may quash or modify the subpoena if compliance would be unreasonable or oppressive. The judge may direct that books, papers, documents, or other objects designated in the subpoena be produced before the court at a time prior to the trial or prior to the time when they are to be offered in evidence, and may upon their production permit the books, papers, documents, or other objects or portions thereof, to be inspected and copied by the parties and their attorneys, or by a probation officer.

(d) Service. A subpoena may be served by any person who is not a party and who is not less than 18 years of age. Service of a subpoena may be made by delivering a copy thereof to the person named. A subpoena requiring the attendance of a witness at a hearing or trial may be served at any place within the territory.

(e) Contempt. Failure by any person without adequate excuse to obey a subpoena served upon him may be deemed a contempt of the court from which the subpoena issued.

Exhibit A to Scotiabank Subpoena

1. All bank non-payroll canceled checks or wire transfer receipts (or photocopies or other copies of them in a digital medium that reflect both the front and back sides of the documents) for the period of July 1, 2012 through June 30, 2013 -- for all accounts of Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra Supermarkets, United Corporation and Plessen Enterprises. For non-check or wire accounts (i.e. credit or other card transactions) supply all representative transaction documents.

Those accounts will include, but not be limited to:

- United Corporation dba Plaza Extra - Operating Account (30445) 55312010
- United Corporation dba Plaza Extra Supermarket- Telecheck Account (30445) 55356719
- United Corporation dba Plaza Extra Supermarket- Telecheck (30585) 60092918
- United Corporation dba Plaza Extra Supermarket- Telecheck 058-60086413
- United Corporation dba Plaza Extra (30445) 96001238
- United Corporation (30585) 65811
- United Corporation dba United Corporation -Tenants Account (30585) 92031923
- Plessen Enterprises Inc (30585) 45012

If there are other Scotiabank Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra, United Corporation or Plessen Enterprises accounts that are not listed above, please provide the information requested in this exhibit for all of those accounts as well.

2. All documents reflecting the application for, opening, maintenance, signature identification, and modification of all accounts of Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra Supermarkets, United Corporation and Plessen Enterprises -- as well as all external or external emails, correspondence, notes and any other documents that appear in your business records or computer systems regarding these accounts.

3. All bank statements and deposit slips for the years 1998-2015.

4. Documents reflecting what accounts (both those listed and any others) have been open and closed and the dates of such opening and closing.

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

MOHAMMED HAMED by his authorized agent
WALEED HAMED,
Plaintiff/Counterclaim Defendant,
v.
FATHI YUSUF and UNITED CORPORATON,
Defendants/Counterclaimants
v.
WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES, INC.
Counterclaim Defendants.

CIVIL NO. SX-12-CV-370
ACTION FOR DAMAGES, etc.

ORDER ADOPTING FINAL WIND UP PLAN

By Order Soliciting Comments, Objections and Recommendations, entered October 7, 2014, the Court ordered the parties to review the Proposed Wind Up Plan (“Proposed Plan”) presented therewith relative to the Hamed-Yusuf (Plaza Extra) Partnership and to present comments, objections and recommendations. Plaintiff Mohammed Hamed submitted his Comments re Proposed Winding Up Order (filed October 21, 2014); Defendant Fathi Yusuf submitted his Comments, Objections and Recommendations Concerning the Court’s Proposed Plan (filed October 21, 2014). The Parties each then responded to the filing of the other: Plaintiff filed his Response to Defendant’s Comments re Proposed Winding Up Order on October 28, 2014; and Defendant Yusuf filed his Response to Hamed’s Comments Concerning the Court’s Proposed Wind-Up Plan on October 29, 2014.

Upon consideration of the Parties' submissions, the Court enters this Order Adopting Final Wind Up Plan of the Plaza Extra Partnership ("Order"). A complete copy of the Final Wind Up Plan of the Plaza Extra Partnership ("Final Plan") adopted by this Order is submitted with and constitutes a part of this Order. The Final Plan incorporates certain modifications to the Proposed Plan, as noted below, with revised provisions in italics, and excluded provisions stricken. These modifications, together with the provisions to which the Parties have jointly agreed, which are accepted and incorporated, are adopted by the Court and shall constitute the Final Plan. For the Parties' ease of reference, provisions of the Proposed Plan are modified by the terms of this Order and incorporated into the Final Plan, as follows:

~~PROPOSED~~ FINAL WIND UP PLAN

Section 1: Definitions

1.18 "Liquidating Partner" means Yusuf.

Section 3: Liquidating Partner

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the partnership pursuant to this Plan *and the provisions of the V.I. Code Ann. tit. 26, § 173(c)*, under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidation Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary

Injunction. All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.

Section 8: Plan of Liquidation and Winding Up

1) Plaza Extra-East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at *one half of the* landed cost and the equipment and leasehold improvements at ~~their~~ its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. *In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master.* Upon payment for such inventory, and upon payment (or auction and distribution of proceeds) for the equipment, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-East without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered partnership property and is not subject to division under this plan, but without prejudice to any accounting claim that may be presented by Hamed.

2) Plaza Extra-Tutu Park

~~Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-Tutu Park: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Yusuf will reimburse the Partnership for 50% of the reasonable costs and attorneys' fees incurred to date in the Tutu Park litigation. Upon payment for such inventory, equipment, leasehold improvements and attorneys' fees, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-Tutu Park without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interests of Hamed.~~

The Parties will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Parties may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord, in the Superior Court of the Virgin

Islands, Division of St. Thomas and St. John, United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc. (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

3) Plaza Extra-West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at *one half of the* landed cost and the equipment ~~and leasehold improvements~~ at ~~their~~ its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. *In the event that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master.* Upon payment for such inventory, *and upon payment (or auction and distribution of the proceeds) for the* equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United and free and clear of any claims or interests of Yusuf or United.

Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc.,

the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock being reissued in Hamed's name or his designee's name.

5) Plaza Extra Name

~~Yusuf shall own and have the right to use the trade name "Plaza Extra" in the operation of Yusuf's Plaza Extra stores. Hamed will operate Plaza Extra West under the trade name "Plaza West."~~

The Master will conduct and supervise a closed auction wherein the Parties alone will be allowed to bid to purchase the trade name "Plaza Extra." The prevailing Partner at the auction shall receive the right to the exclusive use of the name "Plaza Extra," to the exclusion of all others, including the other Partner, who shall be forever barred from using the name "Plaza Extra" in connection with operation of any business in the U.S. Virgin Islands.

The auction shall take no more than one day and will be conducted in a manner that will not cause any delay in implementing this Plan or any disruption in the business operations of any Plaza Extra store. The parties may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

Steps to Be Taken for the Orderly Liquidation of the Partnership

This Plan is conditioned upon the ability of Hamed and Yusuf to use the 50% interest of each in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. While the bid-in process may continue, actual payment of the funds shall be subject to approval of the Master, the Court and, to the extent necessary, District Court.

Step 1: Budget for Wind Up Efforts

The Liquidating Partner proposes the Wind Up Budget (Exhibit A) for the Wind Up Expenses. Such expenses include but are not limited to, those incurred in the liquidation process, costs for the continued operations of Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which Plaza Extra and/or United d/b/a/ Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra-East and Plaza Extra-Tutu Park.

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. *All disbursements shall be subject to prior approval by the Master.* The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless

the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, *not including members of the Hamed and Yusuf families*. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act, to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment for the Partnership. *All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.*

Step 5: Other Pending Litigation

The pending litigation against United set forth in Exhibit C arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution for the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership assets between themselves rather than liquidating assets by sale and distributing proceeds.

Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.

- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in Exhibit D shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

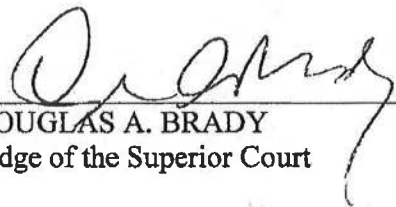
On the basis of the foregoing, it is hereby

ORDERED that the foregoing modifications of the Proposed Plan shall be incorporated into and form a part of the Final Wind Up Plan of the Plaza Extra Partnership, submitted herewith, which Final Plan is ADOPTED by this Order. It is further

ORDERED that the Parties shall meet and confer with the Master FORTHWITH relative to the implementation of the Final Plan, which will be deemed final and effective ten (10) business days following the date of the entry of this Order.

Dated:

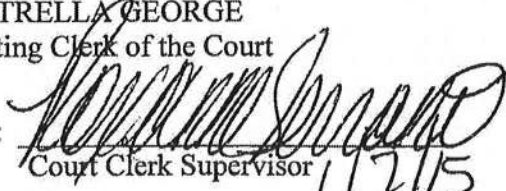
January 7, 2015


DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By:


Court Clerk Supervisor 1/7/15

CERTIFIED TO BE A TRUE COPY
This 9th day of Jan 20 15

CLERK OF THE COURT

By  Court Clerk 11

**FINAL WIND UP PLAN
OF THE PLAZA EXTRA PARTNERSHIP**

This Plan provides for the winding up of the Partnership, as defined below. This is a liquidation plan and does not contemplate the continuation of the Partnership's business except as may be required for the orderly winding up of the Partnership.

Section 1. DEFINITIONS

1.1 "Act" means the Uniform Partnership Act, V.I. Code Ann. tit. 26, §§ 1-274.

1.2 "Available Cash" means the aggregate amount of all unencumbered cash and securities held by the Partnership including cash realized from any Litigation Recovery or any Liquidation Proceeds.

1.3 "Case" means *Hamed v. Yusuf, et al.*, Superior Court of the Virgin Islands (Civil No. SX-12-CV-370).

1.4 "Claim" means

- (a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured;
or
- (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.5 "Claimant" means the holder of a Claim.

1.6 "Claims Reserve Account" means one or more interest-bearing bank account(s), money market or securities account(s) to be established and held in trust by the Master for the purpose of holding the Available Cash until distributed in accordance with the Plan and any interest, dividends or other income earned upon the investment of such Claims Reserve Account. The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

- (i) any Liquidation Proceeds realized, plus
- (ii) any Litigation Recovery realized, minus
- (iii) any amounts necessary to pay Wind Up Expenses.

1.7 "Court" means Superior Court of the Virgin Islands in which the Case is pending.

1.8 "Criminal Case" means Case No. 1:05-CR-00015-RLF-GWB pending in the District Court of the Virgin Islands.

1.9 "Debt" means liability on a Claim.

1.10 "Disputed Claim" means any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed, which objection has not been withdrawn or determined by Final Order.

1.11 "District Court" means the District Court of the Virgin Islands, in which the Criminal Case is pending.

1.12 "Effective Date" means ten (10) business days following the date of entry of the Order Adopting Final Wind Up Plan in the Case.

1.13 "Encumbered Cash" means all of the cash and securities encumbered by a restraining order issued by the District Court in the Criminal Case.

1.14 "Final Order" means an order or judgment of the Court or District Court:

(i) which has not been reversed, stayed, modified or amended;

(ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing or *certiorari* has expired or has been waived; and

(iii) as to which no appeal or motion for reconsideration, review, rehearing or *certiorari* is pending.

1.15 "Hamed" means Mohammad Hamed.

1.16 "Hamed Sons" means Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed.

1.17 "Liquidating Expenses Account" means one or more checking account(s) to be utilized by the Liquidating Partner for Wind Up Expenses based upon the Wind Up Budget and to satisfy debts of the Partnership.

1.18 "Liquidating Partner" means Yusuf.

1.19 "Liquidating Proceeds" means any cash or other consideration paid to or realized by the Partnership or the Liquidating Partner, as applicable, upon the sale, transfer, assignment or other distribution of the Partnership Assets.

1.20 "Litigation" means the interest of the Partnership or the Liquidating Partner, as applicable, in any and all claims, rights and causes or action that have been or may be commenced by the Partnership or the Liquidating Partner including, without limitation, any action:

- (i) to avoid and recover any transfers of property determined to be avoidable pursuant to V.I. Code Ann. tit. 28, §§ 171-212 or other applicable law;
- (ii) for the turnover of property to the Partnership or Liquidating Partner, as applicable;
- (iii) for the recovery of property or payment of money that belongs to or can be asserted by the Partnership or the Liquidating Partner, as applicable; and
- (iv) for compensation for damages incurred by the Partnership.

1.21 "Litigation Recovery" means any cash or other property received by the Partnership or the Liquidating Partner, as applicable, from all or any portion of the Litigation including, but not limited to, awards of damages, attorneys' fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise.

1.22 "Master" means Honorable Edgar D. Ross, appointed by the Court to serve as master in the Case.

1.23 "Partnership" means the association of Yusuf and Hamed carried on as co-owners of the business of the Plaza Extra Stores.

1.24 "Partners" means Yusuf and Hamed.

1.25 "Partnership Assets" means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

1.26 "Plan" means this Final Wind Up Plan of the Plaza Extra Partnership, including exhibits, as it may be amended, modified or supplemented from time to time.

1.27 "Plaza Extra-East" means the supermarket located at Sion Farm, St. Croix.

1.28 "Plaza Extra-Tutu Park" means the supermarket located at Tutu Park, St. Thomas.

1.29 "Plaza Extra-West" means the supermarket located at Estate Plessen (Grove Place), St. Croix.

1.30 "Plaza Extra Stores" means Plaza Extra-East, Plaza Extra-Tutu Park, and Plaza Extra-West.

1.31 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.32 "United" means United Corporation.

1.33 "Wind Up Budget" means the budget established to satisfy the anticipated Wind

Up Expenses and to satisfy the Debts set forth in **Exhibit A** hereto.

1.34 "Wind Up Expenses" means the costs and expenses incurred by the Liquidating Partner for the purpose of:

- (i) operating the Plaza Extra Stores during the period required to liquidate the Partnership Assets;
- (ii) prosecuting or otherwise attempting to collect or realize upon the Litigation.
- (iii) assembling and selling any of the Partnership Assets or otherwise incurred in connection with generating the Liquidation Proceeds;
- (iv) resolving Disputed Claims and effectuating distributions to Creditors under the Plan; or
- (v) otherwise implementing the Plan and winding up the Partnership.

1.35 "Yusuf" means Fahti Yusuf.

1.36 "Yusuf Sons" means Maher Yusuf, Nejeh Yusuf, and Yusuf Yusuf.

Section 2. APPOINTMENT OF MASTER

The Honorable Edgar D. Ross, appointed by Order Appointing Master in the Case, entered September 18, 2015, shall serve as Master to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner.

Section 3. LIQUIDATING PARTNER

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to this Plan and the provisions of the V.I. Code Ann. tit. 26, § 173(c), under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidating Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction in the Case. All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.

Section 4. POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for

equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, pursuant to agreement of the Partners or by order of the Court.

The Liquidating Partner shall use his best efforts to complete the winding up of the Partnership on or before the Termination Date.

Section 5. DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act.

The Liquidating Partner shall be required to report on a bi-monthly basis to Hamed and the Master as to the status of all wind up efforts. In addition, the Liquidating Partner shall prepare and file all required federal and territorial tax returns and shall pay all just Partnership Debts. The Liquidating Partner shall provide a Partnership accounting. Any Liquidation Proceeds and Litigation Recovery shall be placed into the Claim Reserve Account from which all Partnership Debts shall first be paid. Following payment of all Partnership Debts, any remaining funds shall continue to be held in the Claims Reserve Account pending distribution pursuant to agreement of the Partners or order of the Court following a full accounting and reconciliation of the Partners' capital accounts and earlier distributions.

Section 6. SALARIES, WITHDRAWALS

As compensation for serving as Liquidating Partner, Yusuf shall continue to receive the salary Yusuf is currently receiving as shown on the Wind Up Budget. This compensation will be considered an expense of winding up the Partnership's business. For at least one hundred twenty (120) days following the Effective Date, the Hamed Sons and Yusuf Sons shall continue to receive their current salaries in return for assisting the Liquidation Partner in the wind up of the Partnership. Thereafter, the Liquidating Partner shall have the right to terminate their services upon fourteen (14) days notice as the Partnership business operations decline and their services are no longer needed. The Hamed Sons and Yusuf Sons shall be terminated at the same time.

Section 7. CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of United shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement.

The Encumbered Cash shall be deposited into the Claims Reserve Account immediately after it is no longer encumbered by the Restraining Order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8. PLAN OF LIQUIDATION AND WINDING UP

1) Plaza Extra-East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master. Upon payment for such inventory, and upon payment (or auction and distribution of proceeds) for the equipment, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-East without any further involvement of Hamed or the Hamed Sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered Partnership property and is not subject to division under this Plan, without prejudice to any accounting claim that may be presented by Hamed.

2) Plaza Extra-Tutu Park

The Partners will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, *United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc.* (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

3) Plaza Extra-West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event

that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master. Upon payment for the inventory, and upon payment (or auction and distribution of the proceeds) for the equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United, and free and clear of any claims or interests of Yusuf or United.

Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc., the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock being reissued in Hamed's name or in the name of his designee.

5) Plaza Extra Name

The Master will conduct and supervise a closed auction wherein the Partners alone will be allowed to bid to purchase the trade name "Plaza Extra." The prevailing Partner at the auction shall receive the right to the exclusive use of the name "Plaza Extra," to the exclusion of all others, including the other Partner, who shall be forever barred from using the name "Plaza Extra" in connection with operation of any business in the U.S. Virgin Islands.

The auction shall take no more than one day and will be conducted in a manner that will not cause any delay in implementing this Plan or any disruption in the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

Section 9. Steps to Be Taken for the Orderly Liquidation of the Partnership

This Plan is conditioned upon the ability of Hamed and Yusuf to use the 50% interest of each in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. While the bid-in process may continue, actual payment of the funds shall be subject to approval of the Master, the Court and, to the extent necessary, the District Court.

Step 1: Budget for Wind Up Efforts

The Wind Up Budget for the Wind Up Expenses is attached hereto as **Exhibit A**. Such expenses include but are not limited to, those incurred in the liquidation process, costs for the continued operations of Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which Plaza Extra and/or United *d/b/a* Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra-East and Plaza Extra-Tutu Park.

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. All disbursements shall be subject to prior approval by the Master. The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, not including members of the Hamed and Yusuf families. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act ("PCA"), to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment to the Partnership. All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and to submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.

Step 5: Other Pending Litigation

The pending litigation against United, set forth in Exhibit C, arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within forty-five (45) days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the

funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation for distribution to the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership Assets between them rather than liquidating Partnership Assets by sale and distributing proceeds of such sale(s).

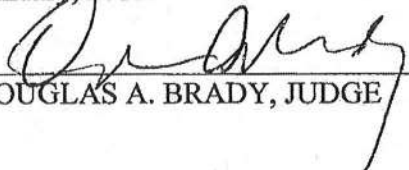
Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.
- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in **Exhibit D** shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

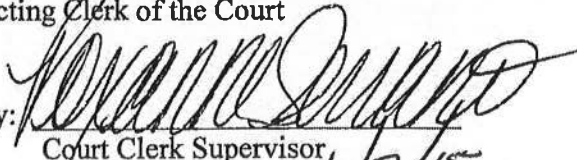
Section 10. INDEX OF EXHIBITS

- Exhibit A: Wind Up Budget
- Exhibit B: Plaza Extra Supermarkets Balance Sheet
- Exhibit C: Pending Litigation Against United
- Exhibit D: List of Brokerage and Investment Accounts

DONE AND SO ORDERED this 7 day of January, 2015.


DOUGLAS A. BRADY, JUDGE

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: 
Court Clerk Supervisor
1/7/15

CERTIFIED TO BE A TRUE COPY
This 9th day of Jan 2015


CLERK OF THE COURT
By:  Court Clerk

EXHIBIT A

Phase Extra Supermarkets
Liquidation Budget

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Operating Expenses	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0.00
Advertising & Promotion	250.00	250.00	250.00	250.00	250.00	0.00
Auto Expenses	0.00	0.00	0.00	0.00	0.00	10,000.00
Bad Debts Expense	5,000.00	5,000.00	4,000.00	4,000.00	3,000.00	2,000.00
Bank Charges	1,000.00	800.00	600.00	400.00	200.00	0.00
Cash Short (Over)	500.00	0.00	0.00	0.00	0.00	0.00
Charitable Contributions	3,000.00	2,500.00	2,000.00	1,500.00	1,000.00	0.00
Computer Supplies & Expense	5,000.00	3,000.00	2,000.00	1,000.00	500.00	500.00
Contract Labor Expense	18,500.00	18,500.00	18,500.00	18,500.00	20,000.00	18,500.00
Depreciation Expense	23,000.00	23,000.00	23,000.00	23,000.00	20,000.00	15,000.00
Insurance - Emp Health	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00
Insurance - Gen Liability	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
Insurance - Workers Comp	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00
Insurance - Property	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Professional Fees	65,000.00	60,000.00	50,000.00	40,000.00	30,000.00	50,000.00
Merchandise Fees - MCV/Visa/Amex	2,000.00	2,000.00	2,000.00	1,000.00	750.00	500.00
Merchandise Fees - Telicheck	500.00	500.00	500.00	500.00	500.00	0.00
NES Checks Expense	5,000.00	4,000.00	3,000.00	2,000.00	1,000.00	0.00
Office Supplies & Expense	500.00	500.00	500.00	500.00	500.00	500.00
Postage & Overnight Delivery	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
Rent Expense - This Park	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00	59,000.00
Rent Expense - Sun Farm	40,000.00	30,000.00	20,000.00	10,000.00	2,000.00	0.00
Repairs & Maintenance Expense	6,000.00	5,000.00	4,000.00	3,000.00	2,000.00	0.00
Security Expense	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Court Appointed Master	367,000.00	245,000.00	163,000.00	82,000.00	41,000.00	0.00
Taxes - Gross Receipts	78,000.00	65,000.00	59,000.00	46,000.00	34,000.00	5,000.00
Taxes - State FICA & Medicare	6,000.00	5,000.00	4,000.00	3,000.00	2,000.00	1,000.00
Taxes - Emp FUTA Expense	10,000.00	9,000.00	8,000.00	6,000.00	4,000.00	1,000.00
Taxes - Emp VI Unemp	800.00	500.00	500.00	500.00	500.00	0.00
Taxes - Property	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00
Telephone Expense	4,500.00	4,000.00	4,000.00	4,000.00	3,000.00	2,000.00
Trash Removal	7,000.00	7,000.00	7,000.00	5,000.00	5,000.00	3,000.00
Travel & Hotels Expense	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Utilities - Electric	425,000.00	425,000.00	425,000.00	425,000.00	375,000.00	300,000.00
Utilities - Gas & Diesel	2,500.00	2,500.00	2,500.00	1,000.00	500.00	500.00
Utilities - Water	3,000.00	3,000.00	3,000.00	1,000.00	500.00	500.00
Wages - Liquidating Partner	27,500.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Wages - Other Salaries	27,500.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Wages - Managers	185,000.00	176,000.00	176,000.00	150,000.00	150,000.00	150,000.00
Wages - Other	831,000.00	665,000.00	600,000.00	490,000.00	300,000.00	50,000.00
Total Operating Expenses	2,367,250.00	2,023,350.00	1,843,850.00	1,540,600.00	1,256,650.00	793,000.00
Cumulative Total	2,367,250.00	4,390,600.00	6,234,450.00	7,775,050.00	9,031,700.00	9,824,900.00

*This proposed budget is without prejudice to United Corporation's claim for increased rent effective January 1, 2012.

Forecast

EXHIBIT B

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

		<u>Current Period</u>		<u>Last Year End</u>
ASSETS				
Current Assets				
10000	Cash - Petty	\$ 31,726.00	\$	31,726.00
10100	Cash - Registers	33,870.00		33,870.00
10200	Cash - Safe	146,520.20		168,220.20
10300	Cash in Bank - Operating	(2,212,795.52)		(970,814.23)
10350	Cash in Bank - Payroll	15,712.17		15,693.98
10400	Cash in Bank - CC Deposit	1,096,301.95		932,533.54
10500	Cash in Bank - Telecheck	7,967,789.80		7,703,852.94
10900	Cash Clearing - Transfers	0.00		106,910.23
11000	Accounts Receivable - Trade	57,323.37		43,129.55
12000	Inventory	9,553,982.57		9,553,982.57
13100	Prepaid Insurance	226,946.88		278,216.83
13300	Due from Cashiers - Shortages	0.00		(2,719.72)
13400	Due from Employees - Loans	60,638.60		73,497.47
14000	Due from (to) Yusuf	(117,644.33)		(117,644.33)
14100	Due from (to) Plaza East	(458,954.70)		(550,471.77)
14300	Due from (to) Plaza West	405,655.79		476,080.46
14400	Due from (to) Plaza STT	53,298.91		53,298.91
14500	Due from (to) Shopping Ctr	67,251.73		65,688.31
15100	Marketable Securities - BPPR	37,767,429.03		37,767,429.03
15150	Unrealized (Gain) Loss - BPPR	(2,324,369.86)		(2,324,369.86)
15200	Marketable Securities - ML	336,378.45		336,378.45
	Total Current Assets	52,707,061.04		53,674,488.56
Property and Equipment				
16000	Buildings	3,478,103.00		3,478,103.00
16100	Leasehold Improvements	4,214,919.00		4,214,919.00
16200	Fixtures & Store Equipment	7,377,032.21		7,377,032.21
16400	Security Equipment	304,241.60		304,241.60
16500	Vehicles & Transport Equipment	57,050.50		57,050.50
16900	Accum Depreciation	(10,695,527.03)		(10,677,827.03)
	Total Property and Equipment	4,735,819.28		4,753,519.28
Other Assets				
17000	Land	330,000.00		330,000.00
19000	Deposits	57,963.40		57,963.40
19200	Due from (to) Peter's Farm	1,527,708.00		1,527,708.00
19300	Due from (to) Pleasen	5,109,018.00		5,109,018.00
19400	Due from (to) Sixteen Plus	87,004.26		87,004.26
	Total Other Assets	7,111,693.66		7,111,693.66
	Total Assets	\$ 64,554,573.98	\$	65,539,701.50

Unaudited - For Management Purposes Only

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

	<u>Current Period</u>	<u>Last Year End</u>
LIABILITIES AND CAPITAL		
Current Liabilities		
20000 Accounts Payable - Trade	\$ 3,269,786.86	\$ 5,026,839.62
21000 VI Income Tax W/H & Payable	24,521.07	47,944.73
21100 FICA / Medicare Payable	20,449.67	29,520.57
21200 Accrued FUTA Payable	2,765.34	3,544.84
21300 Accrued VI Unemp Tax Payable	7,989.20	40,429.11
21500 Garnishments W/H & Payable	1,174.50	541.98
21700 AFLAC W/H & Payable	2,489.84	2,489.84
21800 CIGNA W/H & Payable	21,715.29	(73,907.68)
21900 MASA W/H & Payable	694.41	1,205.41
23000 Accrued Expenses Due United	5,442,894.19	5,383,894.19
23100 Accrued Gross Repts Tx Payable	411,786.49	303,485.32
25000 Deferred Income	0.00	(804.56)
	9,206,266.86	10,765,183.37
Total Current Liabilities		
Long-Term Liabilities		
	0.00	0.00
Total Long-Term Liabilities		
	9,206,266.86	10,765,183.37
Total Liabilities		
Capital		
33000 Dividend Distrib's (Ptr Draws)	0.00	(8,486,132.00)
39000 Retained Earnings	54,774,518.13	61,840,197.87
Net Income	573,788.99	1,420,452.26
	55,348,307.12	54,774,518.13
Total Capital		
	\$ 64,554,573.98	\$ 65,539,701.50
Total Liabilities & Capital		

Unaudited - For Management Purposes Only

EXHIBIT C

EXHIBIT C

PENDING LITIGATION AGAINST UNITED

MATTER	STATUS/CASE NUMBER
1. Carol Daniel v. United Corporation d/b/a Plaza Extra	No suit filed
2. Edwards, Sonia v. United Corporation d/b/a Plaza Extra	No suit filed
3. Fell, Isaline v. United Corporation d/b/a Plaza Extra	
4. Harley, George v. United Corporation d/b/a Plaza Extra	No suit filed
5. Harris v. United Corporation d/b/a Plaza Extra	No suit filed
6. Hartzog, Amanda individually and as Next of Friend of Jahmil Perez, a minor v. United Corporation d/b/a Plaza Extra	Case No. 95/2004 Superior Court of the Virgin Islands Division of St. Croix
7. Issac, Laverne v. United Corporation d/b/a Plaza Extra	Superior Court of the Virgin Islands Division of St. Thomas and St. John
8. Javois, Kyshama and Ferdinand Javois as parents of Kai Javois, a minor v. United Corporation	No suit filed
9. Melendez, Carlos, Jr. v. V.I. Asphalt Products Corporation (VIAPCO) and Mike Yusuf	
10. Philip, Nelda P. v. United Corporation d/b/a Plaza Extra	
11. Samuel, Velma v. United Corporation d/b/a Plaza Extra	Case No. ST-12-CV-457 Superior Court of the Virgin Islands Division of St. Thomas and St. John
12. Santiago, Jacqueline v. United Corporation d/b/a Plaza Extra	Superior Court of the Virgin Islands Division of St. Croix

MATTER	STATUS/CASE NUMBER
13. Santiago, Jacqueline v. United Corporation d/b/a Plaza Extra (DOL Appeal Case)	Superior Court of the Virgin Islands Division of St. Croix
14. United Corporation d/b/a Plaza Extra v. Tutu Park Limited (Light Poles)	Civil No. 97/1997 District Court of the St. Thomas and St. John
15. United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D. Inc.	Civil No. 361/2001 Superior Court of the Virgin Island Division of St. Thomas and St. John
16. Williams, Edith v. United Corporation d/b/a Plaza Extra	Case No. 478/2000 Territorial Court, Division of St. Croix

EXHIBIT D

Exhibit D

LIST OF BROKERAGE AND INVESTMENT ACCOUNTS

1. Popular Securities Accounts United Corp. d/b/a Plaza Extra
(Denoted on Exhibit B - Balance Sheet as #15100)

Value as of 12/31/13: \$37,767,429.06

2. Merrill Lynch Cash Reserve Account
(Denoted on Exhibit B - Balance Sheet as #15200)

Value as of 12/31/13: \$336,378.45

Gregory H. Hodges

From: Edgar Ross <edgarrossjudge@hotmail.com>
Sent: Wednesday, June 29, 2016 8:12 AM
To: Gregory H. Hodges
Cc: JOEL HOLT
Subject: RE: Subpoenas To BNS and BPPR

Either party may engage in discovery as suggested and the Liquidating Partner is entitled to have the financial records. I therefore order the Hameds to turn over and/or return all the records identified in Atty Hodges' email posthaste.

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

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

From: "Gregory H. Hodges" <ghodges@dtflaw.com>
Date: 06/28/2016 6:24 PM (GMT-04:00)
To: 'Edgar Ross' <edgarrossjudge@hotmail.com>
Cc: JOEL HOLT <holtvi@aol.com>
Subject: RE: Subpoenas To BNS and BPPR

Judge Ross,

Mr. Yusuf respectfully disagrees with your decision and will seek appropriate relief.

In my email from June 21 below, the following appears:

"In response to my argument that discovery should be a two way street, Joel states that his former client "has no problem with this," as long as it "is limited to financial and bank records from third parties that impinge on the accounting[.]" My argument that mutual discovery should also be allowed if it directly relates to Plan implementation was completely ignored. May the parties proceed to engage in discovery if it is limited, as proposed by Joel, as well as to issues concerning Plan implementation?" (Highlighting supplied) May we have your decision concerning this question as well?

Finally, we have been seeking the Partnership accounting/financial information located at the Tutu Park store, which Waheed refused to turn over to Mr. Gaffney or the Liquidating Partner after the store transfer, and the 6 months of original records held by VZ for some time. Would you please consider ordering the prompt turn over of this Partnership information?

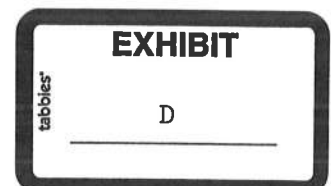
Regards,

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802



Direct: (340) 715-4405

Fax: (340) 715-4400

Web: www.DTFLaw.com <<http://www.dtflaw.com/>>

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From: Edgar Ross [mailto:edgarrossjudge@hotmail.com]
Sent: Monday, June 27, 2016 5:35 PM
To: Gregory H. Hodges
Cc: JOEL HOLT
Subject: RE: Subpoenas To BNS and BPPR

Atty Hodges :

I had not responded earlier because I hoped the Attorneys would reach an agreement but now I must. The liquidation of the partnership is a separate and distinct process than the civil litigations and is not governed by the procedural rulings of the civil suits.

I permitted the discovery as part of the fact-finding process to assist in resolution of some of the accounting questions that were becoming burdensome and too time consuming for the liquidating partner .

The issues you raise as to the scope of the subpoenas while valid as to the permitted scope is nonetheless going to be allowed as the requested documents pertain to anticipated claims that will be made in the near future. Hindering discovery will only prolong the liquidation process and incur unnecessary expenses. I will not stand on formalities in a process that should be speedy, just, fair and as simple as possible. At end of the process anyone may seek review of any matter with which they disagree.

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

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

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

Date:06/27/2016 3:04 PM (GMT-04:00)

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

Cc: Joel Holt <holtvi@aol.com>, carl@carlhartmann.com, ""Nizar DeWood, Esq."" <nizar@dewood-law.com>

Subject: Subpoenas To BNS and BPPR

Good afternoon Judge Ross,

This is just a reminder that the subpoenas that prompted my letter to you of June 13 and this email chain were served on June 1 and are returnable on June 30. We were hoping that your guidance would obviate the need for motion practice.

Regards,

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

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From: Gregory H. Hodges

Sent: Thursday, June 23, 2016 8:37 PM

To: 'Joel Holt'

Cc: edgarrossjudge@hotmail.com; nizar@dewood-law.com; carl@carlhartmann.com <<mailto:carl@carlhartmann.com>>

Subject: RE: Subpoenas To BNS and BPPR

Stock response for someone who can't answer the hard questions.

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

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From: Joel Holt [<mailto:holtvi@aol.com>]
Sent: Thursday, June 23, 2016 8:35 PM
To: Gregory H. Hodges
Cc: edgarrossjudge@hotmail.com; nizar@dewood-law.com; carl@carlhartmann.com <<mailto:carl@carlhartmann.com>>
Subject: Re: Subpoenas To BNS and BPPR

If there is nothing to hide, why not just let this process get done?

Joel H Holt

2132 Company St.

Christiansted, VI 00820

340-773-8709

On Jun 23, 2016, at 8:26 PM, Gregory H. Hodges <ghodges@dtflaw.com> wrote:

You say "access to partnership accounting information is all we are seeking now." Who is "we"? The right to access or view existing information does not give you, an attorney currently without a client, the right to propound "130 very specific questions" to John Gaffney or anyone else.

The offer John made, with Mr. Yusuf's permission, is memorialized in his letter to you of May 17 (Exhibit 3 to the last bi-monthly report). As far as I am aware, you have never responded to that letter. Despite your effort to mangle the terms of the offer, I think it was clear, if Hamed wanted access, he could send someone from VZ down "who can work on premises (Plaza East) with original records to avoid the burdensome task of providing electronic copies." In other words, if the VZ accountant cannot find the information on her own, John will be available to point her in the right direction to get the information herself.

The 130 questions do not "need" to be answered in order for VZ to be "allowed to view all partnership accounting information from January 2012 to present." Mr. Yusuf's experts never propounded a bunch of questions to John. In fact, I encourage you and Judge Ross to ask John how much time he has spent compiling information for or meeting with our experts compared with VZ. You will learn that it is a tiny fraction. The Plan does not say that Hamed's accountants "shall be allowed to conduct such inquires as they see fit to reach an understanding of the partnership accounting." Rather, it simply provides that they "shall be allowed to view" the partnership accounting information for a specific period. That access was offered to VZ long ago and it has squandered the opportunity.

Finally, John did not say he was "taking 30 days off from the partnership accounting." His May 17 letter said "I plan to take a leave of absence from any other work for the Partnership related to these document requests for at least one month in order to tend to other emergencies, many of which relate to the Partnership."

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

Direct: (340) 715-4405

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From: Joel Holt [mailto:holtvi@aol.com]
Sent: Thursday, June 23, 2016 2:03 PM
To: Gregory H. Hodges
Cc: edgarrossjudge@hotmail.com; nizar@dewood-law.com; carl@carlhartmann.com
<mailto:carl@carlhartmann.com>
Subject: Re: Subpoenas To BNS and BPPR

Several quick comments are in order to this email.

First, "access to partnership accounting information" is all we are seeking now, which we have been seeking since the beginning of this year, as you know.

Second, John never offered to let these accountants work side by side—I was there when he made a much more limited suggestion, asking if they would give him some manpower to do specific, needed accounting tasks he would assign to them to speed up his work. If your client wants to revise that offer and have VZ actually come into the Plaza offices to do general accounting work with John (not sure there is anything left to do), just let me know.

Third, the 130 questions still need to be answered in order to understand the accounting. However, we agreed to (1) revise the list to eliminate the request for documents (as we agreed to get the documents through the subpoena process) and (2) we agreed to wait 30 days before submitting the revised list, as John said he was taking 30 days off from the partnership accounting (a well deserved rest).

In this regard, the revised list is being sent now attached by separate email since that 30 day period just ended.

Joel H. Holt, Esq.

2132 Company Street

Christiansted, St. Croix

U.S. Virgin Islands 00820

(340) 773-8709

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

From: Gregory H. Hodges <ghodges@dtflaw.com <mailto:ghodges@dtflaw.com> >
To: 'Joel Holt' <holtvi@aol.com <mailto:holtvi@aol.com> >
Cc: edgarrossjudge <edgarrossjudge@hotmail.com <mailto:edgarrossjudge@hotmail.com> >; nizar <nizar@dewood-law.com <mailto:nizar@dewood-law.com> >; carl <carl@carlhartmann.com <mailto:carl@carlhartmann.com> >
Sent: Thu, Jun 23, 2016 11:08 am
Subject: RE: Subpoenas To BNS and BPPR

Good morning,

I will be equally brief. The Plan most certainly did not give your former client a "right to a full accounting." Rather, it gave his accountants a right of access "to view all partnership accounting information from January 2012 to present." (Plan, § 9, Step 4) In March 2015, John Gaffney proposed to provide that access by allowing a VZ accountant to work on the premises with him and the original documents. See Exhibit 3 to the last bi-monthly report. Instead of accepting that proffered access, VZ first propounded 81 "Questions/Requests for Info," which has now grown to "130 very specific questions." These unauthorized discovery requests would not only require John to answer a host of questions, but gather and spoon feed information to VZ. Now, without moving for or obtaining relief from the discovery stay, you have issued 2 subpoenas that seek far more than "partnership accounting information from January 2012 to present." If the subpoenas are not limited as requested, they should be quashed altogether. If VZ still claims a need to review accounting information during the applicable 4 ½ year period, it should be ordered to immediately accept the offer of access made 15 months ago or be foreclosed from further access.

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

Direct: (340) 715-4405

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Web: www.DTFLaw.com <<http://www.DTFLaw.com>>

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From: Joel Holt [mailto:holtvi@aol.com <mailto:holtvi@aol.com?>]]
Sent: Thursday, June 23, 2016 10:03 AM
To: Gregory H. Hodges
Cc: edgarrossjudge@hotmail.com; nizar@dewood-law.com <mailto:nizar@dewood-law.com> ;
carl@carlhartmann.com
Subject: Re: Subpoenas To BNS and BPPR

I am not sure that a long response to this email is really needed. The liquidation order gave my client right to a full accounting. That process began, but was stalled for reasons already documented. The request to issue subpoenas was made after trying to get the requested information from Mr. Gaffney. In short, how we got here in no mystery. We hope this process, which is now taking place, can be completed in short order.

Joel H Holt
2132 Company St.
Christiansted, VI 00820
340-773-8709

On Jun 21, 2016, at 6:59 PM, Gregory H. Hodges <ghodges@dtflaw.com> wrote:

Dear Judge Ross,

Before addressing the responses below, as I suspect you already know, Mohammad Hamed died in Jordan on June 16th. Since the POA given to Waleed Hamed does not survive his father's death, it appears that Joel does not have a client in this matter for the time being.

If issuing two subpoenas is not re-opening discovery, why did Joel go to you on an ex parte basis for permission to issue the subpoenas instead of working out a stipulation, as proposed by me, that would apply equally to all parties? Everyone has known for years about BNS' failure/refusal to provide cancelled check images for the STT operating account ending in #2010 or to provide monthly bank statements, and that this caused the accounting department to resort to using online activity printouts that were not saved to PDF files until 2015. (VZ has been repeatedly told by John Gaffney that these activity printouts for account #2010 exist only in the monthly work files located at the Tutu Park store, which Waheed has refused to turn over to the Liquidating Partner to date.) Likewise, everyone has known that BPPR stopped providing cancelled check images in July 2013 shortly after the Hameds served it with the Order requiring dual signatories. Although everyone would no doubt prefer to have the check images from the outset, there is nothing to support Joel's claim that "no credible accounting could be done without them." According to John, one can readily trace general ledger entries to items cleared in the bank statements. A simple test selection could then be used by VZ to test the validity of the accounting. It must be kept in mind that the Hameds co-signed every check from 2013 forward, so the absence of check images is hardly a big deal.

Despite the fact this case has been pending almost 4 years, the \$2.7M transfer is the only "unauthorized" transfer identified in Hamed's pleadings, and the inability to identify any other "unauthorized" transfers, Joel suggests his former client should be allowed to rummage through the United tenant account, which everyone has always acknowledged has nothing to do with the Partnership. Mere curiosity cannot serve as a valid basis for exposing United's tenant account to discovery for the first time in this case.

John Gaffney categorically denies that he ever stated that he guessed at the accounting for 2012 or that the "2012 accounting is a bunch of guesswork," as claimed below. The accounting for 2012 was done by Margie Soeffing for the most part from bank analysis. According to John, VZ already has all the bank statements for all months except 2012. As explained below and in John's letter to Joel attached as Exhibit 3 to the last bi-monthly report, the information for 2012 is in binders that John suggested VZ get in 6 month increments as they return each previously provided 6 month set of original documents. VZ chose the original documents for the first 6 months of 2013, which were provided in January 2016. There is no dispute that these documents have never been returned by VZ or that VZ never asked for the next 6 month increment of 2012 documents, so I am at a loss to understand what Joel claims is "utter nonsense." There has certainly been no effort to explain why the baseless "lost records" claim justifies discovery with respect to United's tenant account.

Although Joel understandably backs off his original claim that the "Hameds were excluded from the stores for a large part of the time," he now claims that they "were excluded from the accounting, access to bank accounts and

the accounting system. That is the information we are seeking-not premises access." (Emphasis supplied) Although Mr. Yusuf disputes that Hamed was ever denied access to Partnership bank accounts and financial information, there is simply no question that since Judge Brady's May 31, 2013 and April 2, 2014 Orders, the Hameds have had unfettered access to all Partnership financial data and records, including the Sage5 accounting system. Since Joel must effectively concede complete access for years, how does an earlier, disputed denial of access possibly justify the contemplated fishing expedition now, particularly with respect to the United tenant account?

My arguments why Plessen should be removed from the subpoenas have been completely ignored. I stand on those arguments.

In response to my argument that discovery should be a two way street, Joel states that his former client "has no problem with this," as long as it "is limited to financial and bank records from third parties that impinge on the accounting[.]" My argument that mutual discovery should also be allowed if it directly relates to Plan implementation was completely ignored. May the parties proceed to engage in discovery if it is limited, as proposed by Joel, as well as to issues concerning Plan implementation?

As you know, in the untimely Objection to the Liquidating Partner's Eighth Bi-Monthly Report, the following is stated: "Hamed's CPA's have withdrawn the request for documents [presumably the 81 "Questions/Requests for Info" addressed at page 10 of that bi-monthly report] at this time and simply asked him [John Gaffney] to answer 130 very specific questions about the accounting methods and decisions." Although I have yet to see these "130 very specific questions" and Mr. Yusuf intends to file a timely Reply to the Objection in which he will object to this new process, it underscores the need to address the timing of the parties' submission of their competing accountings and distribution plans. John's letter to Joel, attached as Exhibit 3 to the last report, concludes with the sentence: "The Master has reviewed and approves the process I have recommended." That process-to have a VZ accountant work on premises with John and the original records- appears at odds with the process contemplated by the "130 very specific questions." While Mr. Hamed's death will no doubt involve some delays in this matter, I respectfully submit that it is important for the parties to understand what the process (and related timing) will be that results in the submission of the accountings and distribution plans. I suggest that we convene a conference call to discuss these issues.

Regards,

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

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Fax: (340) 715-4400

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From: Joel Holt [mailto:holtvi@aol.com]
Sent: Thursday, June 16, 2016 9:02 AM
To: Gregory H. Hodges; edgarrossjudge@hotmail.com <mailto:edgarrossjudge@hotmail.com>
Cc: nizar@dewood-law.com; carl@carlhartmann.com
Subject: Re: Subpoenas To BNS and BPPR

Judge Ross-here are my brief responses to these new comments sent by Greg Hodges:

1. Attorney Hodges says:

"Instead, he apparently chose to approach you to get informal relief from the discovery stay for his client alone."

This has nothing to do with re-opening discovery. In a meeting with our CPAs, you were told that it looked like there were almost no underlying checks or invoices – and that no credible accounting could be done without them. Instead of further pestering Gaffney for this, we suggested we could just get them from the source. That is what this is.

2. Attorney Hodges says:

"There is only one transfer from the Partnership accounts to the United "tenant account" that occurred without Hamed's permission, namely, a check in the amount of \$2,784,706.25 issued in August 2012 and deposited into the tenant account."

and,

"Again, there is only one disputed transfer at issue. Why does this acknowledged transfer "need to be reviewed.""

How can we possibly know that? This is what Yusuf says. A review of the tenant account and other United Corp. accounts at that time will show any "unexpected" or unexplained deposits prior to the Hameds challenging what was going on.

3. Attorney Hodges says:

"Please note that Hamed alleged the following in his first amended complaint (paragraph 17): "United has always had completely separate accounting records and separate bank accounts for its operations of the 'non-supermarket' shopping center and business operations that were unrelated to the three Plaza Extra supermarket stores. Neither Mohammad Hamed nor his agents have access to these separate 'non-supermarket' United bank accounts used by United for its shopping center and other businesses unrelated to the three Plaza Extra supermarkets.'"

This is exactly the problem. Those accounts were suppose to be separate – but as we know, they were not. United had accounts that the Hameds cannot see. Did large amounts go into them in either cash or partnership funds beyond the \$2.7 million? The only way to determine that is to look at the accounts.

4. Attorney Hodges says:

"Why did Joel wait until March 31, 2016 to cause subpoenas to issue?"

As you know, we were repeatedly told that we would be getting all of the information in time for a May report to the Court. As it turns out, when the CPAs finally were able to look and discuss this stuff, there are almost no underlying checks, no underlying invoices, and no real accounting for 2012 (even Gaffney says he pretty much guessed at all of that.) We are being asked to reconstruct what was supposed to be used for accounting but is not there. We are now sending subpoenas because the information cannot be supplied.

5. Attorney Hodges says:

"Joel attempts to justify his fishing expedition concerning United's tenant account by claiming that "all Plaza accounting records for this time period have been lost." Of course, he offers no proof in support of this claim. John Gaffney has informed Hamed's accountants, Vizcaino Zomerfeld ("VZ), that he has the accounting records for this time period."

Utter nonsense. The Gaffney openly states that any 2012 accounting is a bunch of guesswork with no underlying documents at all. As for all of the rest, post-2012, there are no cancelled checks or invoices for almost all of these accounts.

6. Attorney Hodges says:

"Joel next attempts to justify his fishing expedition by claiming that the "Hameds were excluded from the stores for a large part of this time...."

They were excluded from the accounting, access to bank accounts and the accounting system. That is the information we are seeking – not premises access. That is why we had to file several motions in 2013 to open that access back up. That is why the Court ordered the Yusuf to stop blocking the Hameds' access.

7. Attorney Hodges says:

"No justification has been provided for including Plessen's records in the subpoenas. Plessen is not even mentioned in the Plan approved by the Court and its financial records have no relation to the Partnership wind up. While Partnership funds may have been used to purchase the parcel in question, the Partners chose to take title to the property in the name of Plessen in 2006. From that point forward, the Partnership had nothing to do with the property."

Attorney Hodges starts out with the statement "Partnership funds may have been used to purchase the parcel in question". Then they refuse to even put it on the schedule of contested assets. That's certainly enough for us to look at Plessen's own bank records.

8. Attorney Hodges says:

"Finally, if your are going to allow Hamed to engage in discovery despite the flimsy justifications provided for lifting the discovery stay, Mr. Yusuf submits that he should likewise be allowed to do the same. There are a number of issues that directly relate to the Partnership accounting and Plan implementation that Mr. Yusuf would like to pursue."

As long as any new discovery filed by the Yusufs is limited to financial and bank records from third parties that impinge on the accounting, Hamed has no problem with this.

Joel H. Holt, Esq.

2132 Company Street

Christiansted, St. Croix

U.S. Virgin Islands 00820

(340) 773-8709

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

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

To: edgarrossjudge <edgarrossjudge@hotmail.com>

Cc: nizar <nizar@dewood-law.com <mailto:nizar@dewood-law.com> >; carl <carl@carlhartmann.com>;

'Joel Holt' <holtvi@aol.com>

Sent: Wed, Jun 15, 2016 4:40 pm

Subject: RE: Subpoenas To BNS and BPPR

Dear Judge Ross,

While Joel addresses two of the three specific objections identified at page two of my letter, he ignores the third objection (i.e., the information gathering process involved with the subpoenas should not be allowed to delay the submission of the Partners' accounting and distribution plans per Section 9, Step 6 of the Plan) and the general objection concerning the ex parte and unauthorized process that led to the issuance of the subpoenas in the first place. You should be aware that on March 9, 2016, I emailed Joel suggesting that "after the competing accountings and distribution plans are submitted on May 2, 2016, we stipulate to the lifting of the discovery stay in the consolidated cases and to a discovery schedule on all remaining claims." Although Joel said he would get back to me, he never did. Instead, he apparently chose to approach you to get informal relief from the discovery stay for his client alone.

There is only one transfer from the Partnership accounts to the United "tenant account" that occurred without Hamed's permission, namely, a check in the amount of \$2,784,706.25 issued in August 2012 and deposited into the tenant account. As explained in his letter dated 8/15/12 to Hamed, Mr. Yusuf claimed that he was entitled to these funds in order to match previous withdrawals by Hamed and his sons. Hamed obviously disagrees and will claim that this amount must be charged against Mr. Yusuf in the Partnership accounting. Joel claims: "so these transfers from the Plaza account to United need to be reviewed, particularly during the last part of 2012 and the first six months of 2013, as all Plaza accounting records for this time period have been lost. As the Hameds were excluded from the stores for a large part of this time period, it is critical to look at these United bank accounts to see what funds were transferred from Plaza to United's accounts." Please note that Hamed alleged the following in his first amended complaint (paragraph 17): "United has always had completely separate accounting records and separate bank accounts for its operations of the 'non-supermarket' shopping center and business operations that were unrelated to the three Plaza Extra supermarket stores. Neither Mohammad Hamed nor his agents have access to these separate 'non-supermarket' United bank accounts used by United for its shopping center and other businesses unrelated to the three Plaza Extra supermarkets." In your email of March 31, 2016 to Joel, the scope of discovery was limited to the "financial information relating to the Plaza partnership." In his own pleading, Hamed effectively concedes United's tenant account has nothing to do with the Partnership.

Again, there is only one disputed transfer at issue. Why does this acknowledged transfer "need to be reviewed" at all, as Joel claims, much less serve as a basis for reviewing all non-payroll cancelled checks from July 1, 2012 through June 30, 2013? See paragraph 1 to Exhibit A of the BNS subpoena. Incredibly, paragraphs 2 and 3 of Exhibit A to the BNS subpoena essentially seek all other documents relating to the tenant account from inception through 2015. If it was so "critical [for Hamed] to look at these United bank accounts," why did Joel wait until March 31, 2016 to cause subpoenas to issue? I suspect you were not informed that similar subpoenas were issued more than two years ago on March 11, 2014 and subsequently withdrawn after we filed a motion to quash and for sanctions.

Joel attempts to justify his fishing expedition concerning United's tenant account by claiming that "all Plaza accounting records for this time period have been lost." Of course, he offers no proof in support of this claim. John Gaffney has informed Hamed's accountants, Vizcaino Zomerfeld ("VZ"), that he has the accounting records for this time period. As explained at length in John's letter to Joel dated May 17, 2016, attached as Exhibit 3 to the Liquidating Partner's Eighth Bi-Monthly Report, these records were part of the records that John suggested would be provided to VZ in 6 month increments so he did not have to spend time scanning and copying them. VZ chose to start with the first 6 months of 2013 and never requested the previous 6 months, presumably because they have not returned the 6 months of records they were given. Despite Mr. Yusuf's demand, these records still have not been returned. Nor has John received a response to his May 17 letter. Accordingly, this "lost records" justification for the subpoenas is clearly bogus.

Joel next attempts to justify his fishing expedition by claiming that the "Hameds were excluded from the stores for a large part of this time." The Hameds were never excluded from the stores for a single day and I challenge Joel to prove otherwise. The Hameds had unfettered access to every record in all the stores during this period, including check registers. They co-signed each and every check and regularly challenged expenditures. They were also the active managers in the cash rooms right up to the East/West split. This "exclusion" justification is also bogus. Accordingly, the subpoenas should be modified to omit any information concerning United's tenant account.

No justification has been provided for including Plessen's records in the subpoenas. Plessen is not even mentioned in the Plan approved by the Court and its financial records have no relation to the Partnership wind up. While Partnership funds may have been used to purchase the parcel in question, the Partners chose to take title to the property in the name of Plessen in 2006. From that point forward, the Partnership had nothing to do with the property. The fact that Plessen decided in 2008 to convey the property to United via a Deed In Lieu of Foreclosure (signed by Hamed as President) also has nothing to do with the Partnership. If the mere fact that Partnership funds may have been used to originally purchase the property somehow makes Plessen's financial records germane to an accounting of the Partnership, as argued by Joel, then the financial records of the other jointly owned companies (i.e. Peters Farm and Sixteen Plus) are no less germane since all of their assets were also purchased with Partnership funds. An accounting for the Partnership alone is already a broad ranging and difficult project. Neither the Plan nor the Order approving the Plan contemplate expanding that project as suggested by Joel below. Plessen should be removed from the subpoenas.

Finally, if you are going to allow Hamed to engage in discovery despite the flimsy justifications provided for lifting the discovery stay, Mr. Yusuf submits that he should likewise be allowed to do the same. There are a number of issues that directly relate to the Partnership accounting and Plan implementation that Mr. Yusuf would like to pursue, not the least of which is why, after more than a year, Hamed has failed to provide the releases required by the Plan and your Order transferring the Tutu Park store. If discovery is to be reopened for Hamed, it must be a two way street.

Regards,

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

Direct: (340) 715-4405

Fax: (340) 715-4400

Web: www.DTFLaw.com <<http://www.DTFLaw.com>>

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

Sent: Tuesday, June 14, 2016 11:15 AM

To: edgarrossjudge@hotmail.com

Cc: nizar@dewood-law.com <mailto:nizar@dewood-law.com> ; carl@carlhartmann.com; Gregory H.

Hodges

Subject: Re: Subpoenas To BNS and BPPR

Dear Judge Ross:

I read the letter from Greg Hodges re his two specific objections to the subpoenas we have issued to Scotiabank and Banco Popular. I have a brief response.

As for his objection regarding the subpoena that includes United's "tenant account," there are multiple reasons why this "tenant account" is appropriate for my client to review. First, funds were transferred by the Yusufs from the Plaza Accounts to this United account without the Hameds' permission – a finding already made by Judge Brady—so these transfers from the Plaza account to United need to be reviewed, particularly during the last part of 2012 and the first six months of 2013, as all Plaza accounting records for this time period have been lost. As the Hameds were excluded from the stores for a large part of this time period, it is critical to look at these United bank accounts to see what funds were transferred from Plaza to United's accounts. Second, United has paid supermarket expenses from this account and then obtained reimbursement from the Plaza account—indeed, it is currently is paying for partnership expenses and then reimbursing itself with partnership funds, as noted the General Ledger submitted with the Liquidating Partner's Seventh and Eighth Bi-Monthly report shows. Third, it is critical to see if other amounts were similarly obtained or used, as well as understand what all of the partnership checks reimbursing United actually cover. As you know, our accountants have stated that they need to be able to follow where the money came into and left the partnership in order to perform their audit, as well as review the underlying support for those expenditures. United is a party in this case so there is no prejudice to it.

As for the objection regarding the Lessen bank records, if you read the last bi-monthly report you will see that a \$500,000 piece of land that was purchased solely with supermarket proceeds now rests in United's name rather than in Plessen's name, which the Liquidating Partner will not even put it on the partnership's schedule, much less provide an accounting of those funds. Indeed, once again, the Yusufs and Plessen are already parties in this case, so this information is part of the accounting of that claim as well. Indeed, these records involving Plessen, who is a party here as well, are not voluminous.

Thus, I believe both objections raised by Attorney Hodges are without merit.

Joel H. Holt, Esq.

2132 Company Street

Christiansted, St. Croix

U.S. Virgin Islands 00820

(340) 773-8709

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

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

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

Cc: Nizar DeWood <nizar@dewood-law.com <mailto:nizar@dewood-law.com> >; 'Joel Holt' <holtvi@aol.com>; 'Carl@carlhartmann.com' <carl@carlhartmann.com>

Sent: Mon, Jun 13, 2016 12:13 pm

Subject: Subpoenas To BNS and BPPR

Dear Judge Ross,

Please see the attached letter.

Regards,

Gregory H. Hodges

Dudley, Topper and Feuerzeig, LLP

Law House, 1000 Frederiksberg Gade

St. Thomas, VI 00802

Direct: (340) 715-4405

Fax: (340) 715-4400

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DUDLEY, TOPPER AND FEUERZEIG, LLP

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DIRECT DIAL: (340) 715-4405
EMAIL: GHODGES@DTFLAW.COM

June 13, 2016

VIA EMAIL: edgarrossjudge@hotmail.com

The Honorable Edgar D. Ross

**Re: Hamed v. Yusuf
Civil No. SX-12-CV-0370
Our File No. 6254-1**

Dear Judge Ross:

On May 31, 2016, Joel Holt sent an email to you and counsel of record attaching two subpoenas, one addressed to the Bank of Nova Scotia ("BNS") and the other addressed to Banco Popular de Puerto Rico ("BPPR"). Attorney Holt's covering email simply stated: "Subpoenas as being served – thx." A copy of Attorney Holt's email and the two subpoenas, which were not signed or dated by the Clerk of the Court, are attached for your convenience as **Exhibit 1**. When I received Attorney Holt's email attaching the subpoenas, my initial reaction was that he had neither sought nor obtained relief from the discovery stay ordered by Judge Brady at the hearing held on October 7, 2014. A transcript of that hearing is attached as **Exhibit 2**. I draw your attention to page 6 where Judge Brady ruled as follows:

But to allow focus on working on the details of the plan, I'm going to stay the discovery for the time being, subject to any party's suggestion that there is a need to reopen discovery for any particular purpose, and we can do that, and also subject to the recommendation of the Master, who will hear any party who has a suggestion that a certain component of discovery needs to be addressed presently.

After receiving Attorney Holt's email of May 31, 2016 and because I was not aware that any party had made a "suggestion that there is a need to reopen discovery for . . . [a] particular purpose," I contacted John Gaffney to find out if he was aware of any information that might shed light on what appeared to be a unilateral decision by counsel for Mohammad Hamed ("Hamed") to engage in discovery without having first sought or obtained relief from the discovery stay from Judge Brady. Mr. Gaffney provided me with the email exchange between you and Attorney Holt dated May 31, 2016, a copy of which is attached as **Exhibit 3**. Since Attorney Holt's email does not explain the claimed need to lift the discovery stay to permit service of the subpoenas and I was not privy to the conversation referenced in Exhibit 3, I have

The Honorable Edgar Ross
June 13, 2016
Page 2

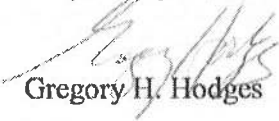
no clue why Hamed claims the need for the broad ranging information sought in the subpoenas, particularly at this late date. I note that in your email response of May 31, 2016, you state: "You are permitted to seek discovery of the financial information relating to the Plaza partnership from Scotiabank and Banco Popular as this process appears necessary to speed up the gathering of the financial information you need to adequately represent the Hameds."

While Mr. Yusuf submits that none of the information responsive to the subpoenas is necessary for Hamed's accountants to be able to submit their "findings to the Master," pursuant to § 9, Step 4 of the Plan, or for Hamed to be able to submit his "proposed accounting and distribution plan for the funds remaining in the Claim Reserve Account," pursuant to § 9, Step 6 of the Plan, if Hamed wants to waste his time and money pursuing that information, Yusuf does not object provided that: (1) the subpoenas are modified to omit any information relating to United Corporation, particularly United Corporation's "tenant account," which has nothing to do with the Partnership; (2) the subpoenas are modified to omit any reference to Plessen Enterprises, Inc., which has nothing to do with the Partnership; and (3) the information gathering process reflected by these subpoenas does not delay the Partners' submission of the accounting and distribution plans contemplated by § 9, Step 6, of the Plan.

Although Super. Ct. R. 11(c) contemplates a motion to quash or modify the subpoenas, given the fact that these subpoenas were issued without any input from Mr. Yusuf regarding their propriety or the need for relief from the discovery stay, if the subpoenas are modified to omit United's tenant account and Plessen Enterprises, there would be no need for motion practice to address these improvidently issued subpoenas.

We have not been informed whether the subpoenas have actually been issued and served on BNS and BPPR. Accordingly, your prompt advice and instructions regarding Mr. Yusuf's foregoing objection to these subpoenas would be greatly appreciated.

Very truly yours,



Gregory H. Hodges

GHH:mjb
Enclosures

cc: Fathi Yusuf
Nizar A. DeWood, Esq.
Joel H. Holt, Esq.
Cart Hartmann, III, Esq.

From: Edgar Ross [mailto:edgarrossjudge@hotmail.com]
Sent: Tuesday, May 31, 2016 9:43 AM
To: Joel Holt
Cc: John Gaffney; Fathi Yusuf
Subject: RE: Plaza

You are permitted to seek discovery of the financial information relating to the Plaza partnership from Scotiabank and Banco Popular as this process appears necessary to speed up the gathering of the financial information you need to adequately represent the Hameds.

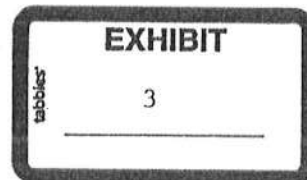
EDR

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

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

From: Joel Holt <holtvi@aol.com>
Date: 05/31/2016 9:19 AM (GMT-04:00)
To: edgarrossjudge@hotmail.com
Cc:
Subject: Plaza

1



Judge Ross—pursuant to our conversation, attached are the two bank subpoenas we would like to serve now. I am still working on several other to various suppliers, but I wanted to get these started—please confirm I can serve them. I will add the notice of filing showing service of the subpoenas being served on all parties after I hear from you. Thanks

Joel H. Holt, Esq.

2132 Company Street

Christiansted, St. Croix

U.S. Virgin Islands 00820

(340) 773-8709

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

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

Upon consideration of defendants/counterclaimants' Motion to Quash Subpoenas, Stay Enforcement of or Limit the Scope of Subpoenas (the "Motion") and for good cause shown, it is accordingly

ORDERED that the Motion is **GRANTED**; and it is further

ORDERED that the Subpoenas attached as Exhibit B to the Motion are hereby **QUASHED**.

Entered this ___ day of June, 2016.

Hon. Douglas A. Brady
Judge of the Superior Court

ATTEST:

Estrella George
Acting Clerk of the Court

cc: Nizar A. DeWood, Esq.
Mark W. Eckard, Esq.
Carl H. Hartmann, III, Esq.
Gregory H. Hodges, Esq.
Joel H. Holt, Esq.
Jeffrey B.C. Moorhead, Esq.

By: _____
Deputy Clerk