

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

MOHAMMAD HAMED, by his  
authorized agent WALEED HAMED,

*Plaintiff/Counterclaim Defendant,*

vs.

FATHI YUSUF and UNITED CORPORATION,

*Defendants and Counterclaimants.*

vs.

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

*Counterclaim Defendants.*

Case No.: SX-2012-cv-370

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

JURY TRIAL DEMANDED

MOHAMMAD HAMED,

*Plaintiff,*

vs.

FATHI YUSUF,

*Defendant.*

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

**PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION  
TO STRIKE THE REPORT OF DEFENDANTS' ACCOUNTING EXPERT, BDO**

The Plaintiff moves to strike expert opinion of the Defendants' accounting expert, BDO Puerto Rico, PSC ("BDO"), pursuant to FRED 702 as well as FRED 401 and 403. At the outset, it must be noted that BDO's report **disclaims its own reliability**, admitting at the outset of its report (See **Exhibit 1** at p. 3):

## 2.2 Assumptions and Limitations

Our procedures do not constitute an audit, review, or compilation of the information provided and, accordingly, **we do not express an opinion or provide any other form of assurance on the completeness or accuracy of the information.** The use of the words “audit” and “review” throughout this document **do not imply an audit or examination as used in the accounting profession. We make no further warranty, expressed or implied.** (Emphasis added.)

In short, BDO starts with the statement that “[W]e do not express an opinion” about the “completeness or accuracy” of the data it then uses, making its findings totally unreliable under the applicable legal standard for allowing expert testimony. This admission is then followed by multiple caveats of using unverified data and assumptions in this report, confirming why its report is inadmissible as evidence.

Thus, it is respectfully submitted that BDO’s report should be stricken.

### I. **Applicable Standard for applying Rule 702**

In *Antilles School, Inc. v Lembach*, 2016 WL 948969 at \*10 (VI March 14, 2016), the Supreme Court of the Virgin Islands confirmed that the standard for admitting expert testimony in this jurisdiction is set forth in *Daubert v. Merrell Dow Pharmaceuticals, Inc.*, 509 U.S. 579 (1993). The V.I. Supreme Court has also recognized the well-known *Daubert* “prongs” for reviewing an expert’s opinion in *Suarez v. Government*, 56 V.I. 754, 761 (VI 2012), pointing out that the acceptance of an expert’s opinion can be broken down into a three-part test -- qualifications, reliability and fit.

### II. **BOD’s Report**

BOD’s report repeatedly confirms that its report is just a rambling collection of anecdotal facts, which BDO states was completely selected and supplied by the Defendants’ lawyer, with absolutely no on-site analysis or independent verification: “All

information was provided by Dudley. . ." *Id.* at Section 2.2. at page 3.

The report then expressly admits states that its findings "are impacted" by the quality of the information provided and the lack of information that was provided, stating (See **Exhibit 1 at p. 12**):

As forensic accountants, we use financial information to reconstruct past events. It should be noted that ***the findings and the report are impacted by the quality of the information provided and/or by the lack or limitation of the information provided for analysis.*** (Emphasis added).

This statement is then explained in even more detail later in the report, with more detailed disclaimers about the limitation of the information available (See **Exhibit 1 at p. 22**):

Our report and the findings included herein *have been impacted by the limitation of the information available* in the Case. Following is a summary of the limitations we encountered during the performance of the engagement.

- Accounting records of Plaza Extra-East were destroyed by fire in 1992 and the ***information was incomplete and/or insufficient to permit us to reconstruct a comprehensive accounting of the partnership accounts before 1993.*** (Emphasis added).
- Accounting records and/or documents (checks registers, bank reconciliations, deposits and disbursements of Supermarkets' accounts) provided in connection with Supermarkets were ***limited to covering the period from 2002 through 2004, East and West from 2006 through 2012, and Tutu Park from 2009 through 2012.*** (Emphasis added).
- ***Accounting records and/or documents provided to us for the periods prior to 2003 are incomplete*** and limited to bank statements, deposit slips, cancelled checks, check registers, investments and broker statements, cash withdrawal tickets/receipts and cash withdrawal receipt listings. For example, the retention policy for statements, checks, deposits, credits in Banco Popular de Puerto Rico is seven years; ***therefore, there is no Bank information available prior to 2007 and electronic transactions do not generate any physical evidence as to regular deposits and/or debits.***" (Emphasis Added").

In other words – there are no records for many of the relevant years to support any of

this 'non-opinion'. Nor does BDO state that for the years there are some records, they are in any way complete or that they reviewed them.

Thus, this "report" is actually the spoon-fed documents the lawyers wanted BDO to see and not see. All BDO did was "add up" the numbers in records supplied by Dudley. Indeed, a random review of the comments throughout the report shows it is filled with incomplete and unsupported assertions of "facts", such as (See **Exhibit 1**):

- At page 2: "Nevertheless, certain investments bought and sold by Mr. Waleed Hamed, **which Mr. Yusuf understands** were not included in the initial reconciliation were taken into consideration in our analysis. (Emphasis added)
- At page 13: "In order to identify all monies withdrawn from the Partnership through checks we identified **available checks . . . .** Our examination included **available Partnership bank accounts . . .**" (Emphasis Added).
- At page 14: "Furthermore, our analysis was aimed to identify all withdrawals made through the Supermarkets by the Partners, family members and/or their agents **which could be construed** to be partnership distributions." (Emphasis Added).<sup>1</sup>
- At page 14: "Our examination included **reviewing any available supporting documentation** of such disbursements in order to determine whether such withdrawals/disbursements constituted partnership distributions." (Emphasis Added).
- At page 16: "Therefore, any excess of monies identified over the known sources of income during the period analyzed **was assumed to be partnership distributions** and/or partnership withdrawals."(Emphasis Added).
- At page 16: ". . .**when books and records are incomplete, inadequate, or not available, such as in this case.**" (Emphasis Added).
- At page 23: "In order to identify all monies withdrawn from the Partnership through checks, we identified **available checks** made to the order of Mohammad Hamed." (Emphasis added).
- At page 27: "We should mention that a number of the cash withdrawals identified

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<sup>1</sup> The word "construed" is used throughout the report to describe what BDO attempted to do. See, e.g., pages 28-29 and 33-34 of **Exhibit 1**.

and attributed to Waleed Hamed during our examination **were not dated....**"(Emphasis added).

- At page 33: "In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed **available cash tickets/receipts** and tickets/receipts ledgers provided from the Partnership." (Emphasis Added).

These caveats are repeated again and again throughout BDO's report.

Moreover, it does not take much to demonstrate how this one-sided submission is simply not credible or reliable. Two short examples demonstrate this point:

- While BDO says on page 21 that it had certain information from the FBI's criminal files, BDO makes no mention of the extensive, detailed and fully-documented FBI analysis that takes into account every removal of cash from 1996 to 2002, which shows that Yusuf withdrew \$4,646,276.96 more than the Hameds between 1996 and 2001. See **Exhibit 2**. Where is this finding in BDO's report?
- While BDO says it looked at checks withdrawn by Yusuf, it makes no mention of the MANY countervailing checks, totaling \$1,096,635, written **to Yusuf** between 2002 and 2012, attached to Yusuf's deposition in this case. (See **Exhibit 3**, list and copies of 2002-2012 checks taken unilaterally by Fathi Yusuf.) A review of the chart on page 27 of the BDO report shows that BDO did not put any of these checks into its summary of withdrawals.

While there are many other such examples, these two are sufficient to make the point—BDO clearly relied only on the historical information fed to BDO by Yusuf's lawyers, without any verification as to "completeness or accuracy" of the records being reviewed. This finding is easy to make—BDO admits it!

Moreover, BDO did not do an independent investigation of the assumptions provided to it either. For example, BDO allocated over \$4,000,000 in legal fees to Wally and Willie Hamed (see **Exhibit 1** at pp. 29, 34 ) based on their defense in the criminal case, **yet only a minimal allocation of those criminal fees was made to Mike Yusuf**

or Fathi Yusuf (totaling \$160,000) for their portion of those fees.<sup>2</sup> See Exhibit 1 at pp 44, 52. Of course, the US attorney permitted these legal fees to be paid in the criminal case, including Wally's and Willie's, which were then approved by the US Marshal's Office overseeing the Plaza business during the criminal investigation. The Partnership then deducted all of these fees as a business expense. Thus, allocating any of these fees to the Hamed's is another example of BDO only reporting what it was selectively supplied by Yusuf's counsel, particularly when a similar allocation is not made to the Yusuf criminal defendants.<sup>3</sup>

In short, this "report" is simply the selective feeding of misleading information to BDO, which BDO admitted it did not independently check, and which it could not provide any "assurance on the completeness or accuracy of the information." This renders the entire BDO report as being incomplete, unreliable and speculative.

With the foregoing comments in mind, it is clear that the BDO report cannot pass the *Daubert* requirements of Rule 702 regarding "reliability."

### III. THE RULE 702 "RELIABILITY" PRONG

Based on the foregoing admissions in BDO's report, it is respectfully submitted that Defendants' proffered expert opinion should also not be admitted because it is not "reliable." In this regard, Rule 702 provides as follows regarding expert testimony:

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<sup>2</sup> This Court can take judicial notice of the fact that there were four criminal defendants, Fathi and Mike Yusuf and Wally and Willie Hamed.

<sup>3</sup> In fact, the allocation of such fees is really a legal, not an accounting, issue, as the partnership clearly approved the payments and deducted them from Plaza's tax returns as incurred. The issue of whether they should be allocated to a specific person never came up until BDO's report was issued, but if they are to be allocated, they need to be allocated to each criminal defendant, not just the Hamed's.

A witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion or otherwise if:

- (a) the expert's scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue;
- (b) the testimony is based on sufficient facts or data;
- (c) the testimony is the product of reliable principles and methods; and
- (d) the expert has reliably applied the principles and methods to the facts of the case.

As the V.I. Supreme Court held in *Suarez v. Government*, 56 V.I. 754 (VI 2012):

The purpose of that determination is to ensure that when experts "testify in court they adhere to the **same standards of intellectual rigor that are demanded in their professional work.**" *Id.* at 761. (Emphasis added) (Citation omitted).

To demonstrate why BDO did not (and admittedly could not) meet this preliminary standard, one only need look at the accounting definitions of the three types of accounting reviews that BDO admitted they did not do. They state: "Our procedures do not constitute an audit, review, or compilation."

In this regard, the accounting industry gold standard, *Statement on Standards for Accounting and Review Services (SSARS) No. 21, Statements on Standards for Accounting and Review Services: Clarification and Recodification*, provides for three levels of financial statement services offered by CPAs: Audits, Reviews, and Compilations.<sup>4</sup>

1. **Auditing** is the on-site verification activity, such as inspection or examination, of a process or quality system, to ensure compliance to requirements. An audit is also defined defined in *ISO 19011:2011—Guidelines for auditing management systems*, as a "systematic, **independent and documented process** for

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<sup>4</sup> See <http://www.journalofaccountancy.com/issues/2014/dec/ssars-21-compilations-engagements.html#sthash.I7PxX5T0.dpuf>.

obtaining audit evidence [records, statements of fact or other information which are relevant and verifiable] and evaluating it objectively to determine the extent to which the audit criteria [set of policies, procedures or requirements] are fulfilled." ASQ/ANSI/ISO 19011:2011 is a standard that sets forth guidelines for auditing management systems.

2. A **review** provides limited assurance on an organization's financial statements. During a review, inquiries and analytical procedures present a reasonable basis for expressing limited assurance that no material modifications to the financial statements are necessary; they are in conformity with generally accepted accounting principles. This "does it make sense" analysis is useful when the organization needs some assurance about their financial statements, but not the higher level of assurance provided by an audit.
3. A **compilation** provides no assurance on an organization's financial statements. The CPA takes financial data and puts them in a financial statement **format** that complies with generally accepted accounting principles.

In short, BDO did not perform **any** of the standard accounting procedures, or use any standard accounting format, utilized in the field to verify the data it was given. It performed no independent review of either completeness or veracity. It explicitly admits that the data was incomplete and unreliable. It repeatedly admits that it looked at only what was "available" and that vast amounts of data were completely missing – "available" being a code-word for "selectively given to us by Dudley."

It is axiomatic that simply being a certified public accountant does not ensure admissibility of testimony. See *e.g.*, *Frymire-Brinati v. KPMG Peat Marwick*, 2 F.3d 183, 186-187 (7th Cir. 1993) (under Daubert, unreliable expert testimony of certified public accountant should not be admitted): As noted in *S.E.C. v. Lipson*, 46 F.Supp.2d 758, 762 (N.D.Ill.1998) (also applying Daubert to bar testimony of certified public accountant on reliability grounds):

Thus, the fact that Mr. Perks is a certified public accountant—and thus generally possesses the "specialized knowledge" to qualify as an expert



witness under the proper circumstances—does not automatically render his opinions in this case reliable.

Likewise, as was stated in *Atl. Rim Equities, LLC v. Slutzky, Wolfe & Bailey, LLP*, No. 1:04-CV-2647-WSD, 2006 WL 5159598, at \*6 (N.D. Ga. Nov. 21, 2006)

[CPA's] testimony also fails, in part, to meet the Daubert standard. . . . ("The trial court's gatekeeping function requires more than simply 'taking the expert's word for it.' ") (quoting Fed.R.Evid. 702 Advisory Committee's Note on 2000 Amends.); Joiner, 522 U.S. at 146 (stating that "court[s] may conclude that **there is simply too great an analytical gap between the data and the opinion proffered**"). (Emphasis added).

In summary:

- BDO's "report" is simply the selective feeding of information to BDO, which it admits throughout its report.
- More to the point, on page 3 of its report, BDO **disclaimed** the validity of any of the data it was given, stating that "we do not express an opinion or provide any other form of assurance **on the completeness or accuracy of the information.**".
- Finally, on pages 12 and 22 of its report, BDO admitted that **its findings "are impacted"** by the **quality** of the information provided and the **lack of information** that was provided.

Thus, it is respectfully submitted that BDO's report cannot pass the *Daubert* requirements of Rule 702 regarding reliability and must be stricken.

#### IV. RULES 401 and 403

Even if an expert's opinion is admissible under FRED 702, it is still subject to exclusion under FRED 401 and 403. For example, opinions that are total speculation are excludable under FRED 401(a), as they do not make the fact more or less probable

than without the evidence. The BDO report is not total speculation as to what the summation of a set of documents it was selectively supplied by Dudley – but without any verification, checks for validity or view of how that collection actually relates to the business, it is not reliable as a reflection of the books or claims of the partnership.

Moreover, evidence that may satisfy FRED 702 may still be excluded under FRED 403 if it is unduly prejudicial or would mislead the jurors. As the Virgin Islands Supreme Court stated in *Alexander v. People of the Virgin Islands*, 60 V.I. 486, 496 (V.I. 2014):


As elucidated by the advisory committee notes to Rule 403, unfair prejudice within the context of Rule 403 means “an undue tendency to suggest decision on an improper basis, commonly, though not necessarily, an emotional one.” In essence, evidence which tends to lure the trier of fact to arrive at a conclusion on an improper, emotional or other basis is unfairly prejudicial. (Citations omitted).

In this case, a big-name accounting firm supplied a document with a lot of red-ribbons printed on it, which it ***looks*** like it has something to do with the partnership. But it does not. It is just the flashy packaging and adding of a set of numbers based on a collection of a document counsel directed -- nowhere even close to any a real accounting analysis, which will unduly influence the jury. Thus, the report should be stricken under Rules 401 and 403 as well.

## **V. CONCLUSION**

For the reasons set forth herein, as well as what will be placed in the record at the *Daubert* hearing, it is respectfully submitted that BDO's expert opinion fails to meet the requirements of FRED 702, so that this motion to exclude this report should be granted. Alternatively, it should be excluded under FRED 401 and 403.

**Dated:** October 3, 2016



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**CERTIFICATE OF SERVICE**

I hereby certify that on this 3rd day of October, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

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**TO: DUDLEY, TOPPER AND FEUERZEIG, LLP**

**RE: MOHAMMAD HAMED V FATHI YUSUF AND UNITED CORPORATION CIVIL NO. SX-12-CV-370**

**REPORT OF HISTORICAL WITHDRAWALS AND DISTRIBUTIONS OF THE PARTNERS AND PROPOSED ALLOCATION TO EQUALIZE PARTNERSHIP DISTRIBUTIONS**

**AUGUST 31, 2016**

BDO, Puerto Rico, PSC, a Puerto Rico Professional Services Corporation, and BDO USVI, LLC, a United States Virgin Island's limited liability Company, are members of BDO International Limited, a UK company limited by guarantee, and form part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.



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**1. EXECUTIVE SUMMARY**

BDO Puerto Rico, PSC ("BDO") was engaged by Dudley, Topper and Feuerzeig, LLP ("Dudley") on behalf of Mr. Fathi Yusuf ("Mr. Yusuf") to provide litigation support services in connection with Civil Case No. SX-12-CV-370 (the "Case"), which was brought by Plaintiff Mohammad Hamed ("Mr. Hamed") against Mr. Yusuf and United Corporation (collectively "Defendants") seeking damages in addition to injunctive and declaratory relief.

Our analysis, procedures and adjustments was divided and summarized accordingly into the following two (2) categories:

1. Known or Documented Withdrawals from Partnership
2. Lifestyle Analysis to Identify Undisclosed Withdrawals from the Partnership

We reviewed the available information and identified those funds withdrawn from the Partnership as follows:

1. Funds withdrawn from Partnership through checks of the business
2. Funds withdrawn evidenced through a signed cash tickets/receipts
3. Funds withdrawn related to tickets already settled by the Partners
4. Payments to third parties on behalf of a partner through tickets or checks
5. Payments to attorneys with partnership's funds
6. Funds withdrawn by cashier's checks

In the following table we summarize the adjustments that were identified as the result of our work and that were construed to be Partnership distributions not accounted for in the Balance Sheet provided by Gaffney. We conclude that as a result of the withdrawals in excess, and to equalize the Partnership Distributions the Hamed family will need to pay \$9,670,675.36 to the Yusuf family:

	Partnership Withdrawals		
	Hamed	Yusuf	Total
Withdrawals from Supermarkets	\$ 13,553,076.27	\$ 8,354,410.77	\$21,907,487.04
Lifestyle Analysis	14,938,589.07	795,903.85	15,734,492.92
Total Withdrawals	28,491,665.34	9,150,314.62	\$37,641,979.96
Credit for withdrawals in excess	(9,670,675.36)	9,670,675.36	
Total Allocation to equalize partnership withdrawals	\$ 18,820,989.98	\$ 18,820,989.98	

## 2. INTRODUCTION

BDO Puerto Rico, PSC (“BDO”) was engaged by Dudley, Topper and Feuerzeig, LLP (“Dudley”) on behalf of Mr. Fathi Yusuf (“Mr. Yusuf”) to provide litigation support services in connection with Civil Case No. SX-12-CV-370 (the “Case”), which was brought by Plaintiff Mohammad Hamed (“Mr. Hamed”) against Mr. Yusuf and United Corporation (collectively “Defendants”) seeking damages in addition to injunctive and declaratory relief. The Case originally stemmed from disputes over a claimed partnership between Mr. Hamed and Mr. Yusuf and partnership distributions.

### 2.1 Scope

The engagement was divided in two (2) areas:

1. Identification of historical withdrawals both disclosed and undisclosed from the partnership during the period where no formal partnership accounting process was in place.
2. Review the accounting of the Claims Reserve Account and the Liquidating Expenses Account, as those terms are defined in the “Final Wind Up Plan of the Plaza Extra Partnership” (the “Plan”) approved by an order entered in the Case on January 9, 2015 (the “Wind Up Order”).<sup>1</sup>

Since the opening of the first supermarket, the Partnership accounting records were prepared in an informal manner. For this reason, and after the Partners began the process to dissolve the Partnership, Dudley engaged BDO to identify withdrawals made by the Partners, family members and/or their agents which could be construed to be partnership withdrawals from the Partnership. This report represents a portion of the total claims presented related to historical withdrawals, additional claims are presented in the “Proposed Distribution Plan” not prepared or revised by BDO.

The scope of our work with respect to these withdrawals was limited to the period January 1994 through December 2012. Before 1994, the Partners had settled their respective Partnership distributions and, therefore, reconciliation before 1994 was not deemed necessary. Nevertheless, certain investments bought and sold by Mr. Waleed Hamed, which Mr. Yusuf understands were not included in the initial reconciliation were taken into consideration in our analysis.

Additional information was provided by Dudley which was obtained through subpoenas for the period covering January 2013 through August 2014, however, during this period a formalized partnership accounting process was already in place. As a result, we did not to perform any additional procedures

<sup>1</sup> All capitalized terms not otherwise defined in this report shall have the meaning provided for in the Plan.



to identify withdrawals from January 2013 to the date of this report. During this period Mr. John Gaffney (“Gaffney”), who had been engaged as the accountant of the Partnership as of January 1, 2013, was in-charge of the supermarkets accounting and a formalized partnership accounting process was put into place. We obtained information during this period and is included in our report but we adjusted all the transactions to avoid double counting with the information being provided by Gaffney.

Dudley requested that we also review the accounting of the Claims Reserve Account and the Liquidating Expenses Account, and the proposed distribution of the remaining funds and/or net assets of the Partnership pursuant to the Plan and Wind Up Order. The review included the Accounting, Combined Balance Sheets, and other financial information prepared by Gaffney and provided periodically with the Bi-Monthly Reports submitted to the Master overseeing the Liquidation Process and finalized in the last submission of financials as of August 31, 2016. The Partnership Accounting includes the accounts of Plaza Extra-East, Plaza Extra-West, and Plaza Extra-Tutu Park.

Any partnership withdrawals made prior to Gaffney’s appointment were not included in his accounting. Therefore, our work was aimed towards identifying withdrawals which could be construed to be Partnership distributions and to incorporate them into Gaffney’s accounting in order to provide an Adjusted Partnership Accounting.

This report only includes our conclusions related to the withdrawals/distributions from the Partnership and the available amount to be allocated per Partner to equalize the historical distributions.

## 2.2 Assumptions and Limitations

The analysis and conclusions included in this report are based on the information made available to us as of the date of this report. All information was provided by Dudley as submitted by Mr. Hamed and Defendants.<sup>2</sup> In the event that any other relevant information is provided, we shall evaluate it and amend our report, if necessary.

Our procedures do not constitute an audit, review, or compilation of the information provided and, accordingly, we do not express an opinion or provide any other form of assurance on the completeness or accuracy of the information. The use of the words “audit” and “review” throughout this document do not imply an audit or examination as used in the accounting profession. We make no further warranty, expressed or implied.

<sup>2</sup> Information was obtained from the following sources: (1) FBI files related to Criminal Case No. 2005-CR-0015, (2) documents produced by Mr. Hamed in the Case, and (3) documents produced by Defendants in the Case.

Our conclusions are based on the information provided by the personnel, officers and representatives of the Partnership, a practice commonly used by experts in our field to express opinions or make inferences, in addition to our education, knowledge, and experience. A detailed list of such information is included as part of this document.<sup>3</sup>

The professional fees related to this report were based on our regular rates for this type of engagement, and are in no way contingent upon the results of our analysis.<sup>4</sup>

### 3. BACKGROUND

Mr. Hamed and Mr. Yusuf had a longstanding family relationship which preceded their business relationship. In 1979, Mr. Yusuf incorporated United Corporation in the U.S. Virgin Islands. In early 1980, Mr. Yusuf began the construction of a shopping center<sup>5</sup> at Estate Sion Farm, St. Croix with plans to build a supermarket within it. During the construction of the shopping center, Mr. Yusuf encountered financial difficulties which rendered him unable to obtain sufficient financing from banks to complete the construction of the project. In his search for capital, Mr. Yusuf approached Mr. Hamed for funding to facilitate the opening of Plaza Extra-East. Mr. Hamed provided funding with the agreement that they would each receive fifty percent (50%) of the net profits<sup>6</sup> of the supermarkets.

The Partnership between Mr. Hamed and Mr. Yusuf subsequently expanded to include two (2) other supermarket locations, one in the west end of St. Croix, Plaza Extra-West and one in St. Thomas, Plaza Extra-Tutu Park; both built and initially stocked utilizing profits of the Partnership operating under the trade name Plaza Extra Supermarket. The trade name was registered to United Corporation, which maintained accounts for the operation of the supermarkets and for the shopping center rental business.<sup>7</sup> The three (3) stores employed approximately six-hundred (600) employees and are hereinafter referred to collectively as "the Supermarkets".

The Supermarkets were managed jointly by the Partners, with both families having a direct, active role in their operations; be it through the actions of the Partners, family members or authorized agents. The families agreed to have one (1) member of the Hamed family and one (1) member of the Yusuf family co-manage each of the stores.

<sup>3</sup> Refer to Appendix A.

<sup>4</sup> Our rates for this engagement are set forth in Exhibit 1.

<sup>5</sup> The construction of the shopping center is related to the operations of United Corporation.

<sup>6</sup> Net profits were defined as the remaining income after all the expenses, including the rent for the Plaza Extra East, were paid.

<sup>7</sup> Related to United Corporation.

Mr. Yusuf was the managing partner of the original Plaza Extra Supermarket (Plaza Extra-East). He was responsible for the ~~overall~~ management of the business. Mr. Hamed was in charge of receiving, the warehouse and all produce. Mr. Hamed retired from actively participating in the business in 1996. During the later years, Plaza Extra-East had been managed by Mufeed Hamed and Yusuf Yusuf, along with Waleed Hamed; Plaza Extra-Tutu Park had been managed by Waheed Hamed, Fathi Yusuf and NejeH Yusuf; while Plaza Extra-West had been managed by Hisham Hamed and Maher Yusuf.

In 2001, charges were brought against United, Fathi Yusuf, Maher Yusuf, NejeH Yusuf, Waleed Hamed and Waheed Hamed. As a result, the FBI seized financial records from the Supermarkets and members of both the Yusuf and Hamed families as part of the investigation.

In 2003, the federal government, in connection with **Case No. 1:05-CR-00015-RLF-GWB**, appointed a monitor to oversee the Supermarkets' operations and to review the financial protocols. The monitor required all profits to be deposited into investment accounts, originally held at Merrill Lynch but subsequently transferred to Banco Popular.<sup>8</sup> The financial information secured during this period was also examined with respect to our analysis.

In the later part of 2010, Mr. Yusuf reviewed documents from a hard drive containing financial records that had been seized by the FBI during the course of the investigation related to Case No. 1:05-CR-00015-RLF-GWB. The Partners became at odds over the inconsistent adherence to the fifty-fifty distribution agreement and as to the accounting of such disbursements to agents, family members and Partners. Subsequently, discussions began towards dissolving the Partnership.

On August 15, 2012, Mr. Yusuf wrote a check payable to United which was signed by him and his son, Maher Yusuf, in the amount of \$2,784,706.25<sup>9</sup> drawn against a Plaza Extra operating account to equalize prior withdrawals of the Hamed family according to earlier reconciliations and additional documentation which was attached to the correspondence. Mr. Hamed alleges this withdrawal violates the Partnership agreement and "threaten[d] the financial viability" of the stores.

As a result of the aforementioned disputes, on September 19, 2012, a Complaint was filed by Mr. Hamed, as Plaintiff, against Mr. Yusuf and United Corporation, as Defendants, commencing the Case. Mr. Hamed alleged that he and Mr. Yusuf had formed a partnership in 1984, through which they agreed to jointly

<sup>8</sup> Refer to Exhibit 2.

<sup>9</sup> Refer to Exhibit 3 Check No. 1154.

manage the stores and equally share the profits and losses. Mr. Hamed also alleged that Mr. Yusuf acted in a manner “designed to undermine the Partnership’s operations and success” citing Yusuf’s eviction attempts and his disbursement of \$2.7 million from Plaza Extra’s operating accounts to United operating accounts, which Mr. Hamed alleged was a violation of the Partnership agreement.<sup>10</sup> Additionally, Mr. Hamed filed a First Amended Complaint on October 19, 2012 seeking damages, along with injunctive and declaratory relief.<sup>11</sup>

On April 25, 2013, an order was entered in the Case enjoining the parties and, among other things, requiring them to:<sup>12</sup>

1. Continue the operations of the Supermarkets as they had throughout the years prior to the commencement of the litigation, with Hamed, or his designated representative(s), and Yusuf, or his designated representative(s), jointly managing each store, without unilateral action by either party, or representative(s), regarding management, employees, methods, procedures and operations.
2. Refrain from disbursing funds from the Supermarkets’ operating accounts without the mutual consent of Mr. Hamed and Mr. Yusuf (or designated representative(s)).
3. Secure two (2) signatures on all checks from the Supermarkets’ operating accounts, one of a designated representative of Mr. Hamed and the other of a designated representative of Mr. Yusuf.

Pursuant to an order entered in the Case on September 18, 2014, the Honorable Edgar D. Ross, was appointed as Master, to direct and oversee the winding up of the Partnership. Such order established, among other things, the Court’s intention for the parties to present a proposed plan for winding up the Partnership under the Master’s supervision.<sup>13</sup>

On November 7, 2014, an order was entered in the Case concluding that the Partnership was formed in 1986 by the oral agreement between Mr. Hamed and Mr. Yusuf for the ownership and operation of the

<sup>10</sup> Refer to Exhibit 4.

<sup>11</sup> Refer to Exhibit 5, First Amended Complaint.

<sup>12</sup> Refer to Exhibit 6, Memorandum Opinion page 23.

<sup>13</sup> Refer to Exhibit 7, Order Appointing Master.

three Plaza Extra Stores, with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities.<sup>14</sup>

On January 9, 2015, the court entered the Wind Up Order and approved the Plan, which named Mr. Yusuf as the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to the Plan and the provisions of V.I. Code Ann. tit. 26, § 173(c), under the supervision of the Master.<sup>15</sup>

Additionally, the Plan established the terms and conditions under which Mr. Yusuf and Mr. Hamed would purchase certain assets and assume separate ownership and control of Plaza Extra-East and Plaza Extra-West, respectively. In addition, the order dictated the parameters for the private auction to be held for Plaza Extra-Tutu Park and established that the shares of stock of Associated Grocers held in the name of United was to be split 50/50 between Mr. Hamed and Mr. 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.

With respect to the Plaza Extra-Tutu Park auction, the Partnership assets that were sold consisted of the leasehold interests, the inventory, and equipment. The Partner submitting the winning bid for Plaza Extra-Tutu Park was to receive and assume all existing rights and obligations to the pending litigation with the landlord in the Superior Court of the Virgin Islands. The Partner who received and assumed said rights and obligations to the Tutu Park Litigation was 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. The Prevailing Partner at auction was responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

The Plan also delineated the steps to be followed for the orderly liquidation of the Partnership. The following is a list of the steps to be taken:

1. Budget for Winding Up Efforts: The Liquidating Partner proposed a budget 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.

<sup>14</sup> Refer to Exhibit 8, Order page 3.

<sup>15</sup> Refer to Exhibit 9, Order Adopting Final Wind Up Plan.

2. **Setting Aside Reserves:** The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000) is to be set aside in a Liquidating Expenses Account to cover Wind Up Expenses as set out in the Wind Up Budget with 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. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidation Expenses Account.
3. **Liquidation of Partnership Assets:** The Liquidating Partner shall promptly confer with the Master and Mr. 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.
4. **Other Pending Litigation:** The pending litigation against United set forth in Exhibit C of Exhibit 9 to the Plan arises out of the operation of Plaza Extra Stores. As part of the Wind Up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C Exhibit 9, 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.
5. **Distribution Plan:** Upon conclusion of the Liquidating Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after Liquidating Partner completes the liquidation of the Partnership Assets, Mr. Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the funds remaining in the Claims Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution for the Court for its final determination.
6. **Additional Measures to be Taken:**
  - i. 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.

- ii. 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.
- iii. All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- iv. Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Mr. Hamed and Mr. Yusuf under the supervision of the Master.

On January 26, 2015, Hamed and Defendants filed a stipulation that was approved and ordered by the Court.<sup>16</sup> The parties stipulated to the following:

1. The valuation of the equipment at its depreciated value in each of the three stores, as provided in items #1, #2 and #3 of Section 8 of the Plan, is as follows:
  - v. Plaza Extra-East - \$150,000
  - vi. Plaza Extra-West - \$350,000
  - vii. Plaza Extra-Tutu Park - \$200,000
2. There is no need to do an appraisal of the Tutu Park leasehold interest, as provided in item #2 of Section 8 of the Plan, although the Parties will still do an inventory of the store's merchandise at its landed cost, as the parties will bid on this store (as ordered by the Court) without regard to its appraised value.
3. The litigation entitled "United Corporation v. Tutu Park Ltd., Civ. No. ST-97-CV-997 should be added to the definition of the "Tutu Park Litigation" in item #2 of Section 8 of the Plan and treated as property of that store under the same terms and conditions of the other referenced litigation (United Corporation v. Tutu Park Limited and P.I.D., Inc., Civ. No. ST-01-CV-361).

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<sup>16</sup> Refer to Exhibit 10, Stipulation.

4. Item #5 in Section 8 of the Plan shall be amended by replacing that language with the following language:

The parties agreed that the "Plaza Extra" trade name for each of the three stores shall be transferred with each store to the Partner who purchases the partnership assets associated with that location. United Corporation will sign whatever paperwork is needed to effectuate a trade name transfer. No party will thereafter be able to use the name Plaza Extra at any other location.

5. The effective date of the Court's Order Adopting Final Wind Up Plan shall be changed from ten (10) days following the date of the original Order to January 30, 2015.

On April 27, 2015, Honorable Judge Douglas A. Brady granted Defendant United Corporation's Motion to Withdraw Rent. The Liquidating Partner was ordered to withdraw from the Partnership joint account to cover past rent due the total amount of \$5,234,298.71, plus additional rents that have become due since October 1, 2013 at a rate of \$58,791.38 per month, until Mr. Yusuf assumed full possession and control of Plaza Extra-East.<sup>17</sup>

On April 28, 2015, Honorable Edgar D. Ross, Master, ordered the specific parameters applicable to the private auction of Plaza Extra-Tutu Park which was scheduled to commence at 10:00 a.m. on April 30, 2015. The order, also states the Partners agreed on \$220,000 as 50% of the amount of costs and the attorney fees incurred directly attributable to Tutu Park Litigation which shall be considered the Tutu Park Fees. Furthermore, all bank accounts, cash deposits, and accounts receivable of Plaza Extra-Tutu Park as of the day of the transfer shall belong to the Partnership.

Additionally, all debts, including accounts payable and liabilities, lawsuits against the Partnership or United arising from the operation of Plaza Extra-Tutu Park prior to the transfer to the purchasing partner or his designee, shall be treated as Partnership debts. Moreover, the purchase and sale of the assets of the Partnership shall be accomplished by a debit or credit from the Partner's interest in the Partnership accounts, determined whether the Partner is treated as the purchaser (debit) or the seller (credit). Such debits and credits will be reconciled and the net amount of the winning bid plus the Tutu Park Fees shall be paid to the selling partner within a reasonable amount of time after the conclusion of the auction,

<sup>17</sup> Refer to Exhibit 11, Memorandum Opinion and Order dated April 27, 2015.



not to exceed fifteen (15) days. Lastly, the actual transfer shall become effective at 12:01 a.m. on May 1, 2015.<sup>18</sup>

On April 30, 2015, Honorable Edgar D. Ross, Master, declared Mr. Hamed the successful purchaser of Plaza Extra-Tutu Park. Consequently, as of 12:01 a.m. on May, 1, 2015, Mr. Hamed acquired the sole right, title, interest, ownership and control of the business known as Plaza Extra-Tutu Park. It should be noted that Mr. Hamed's rights, privileges and powers regarding Plaza Extra-Tutu Park will be exercised by KAC357, Inc., a corporation owned by Mr. Hamed's sons, using the trade name "Plaza Extra-Tutu Park".<sup>19</sup>

On March 5, 2015, Honorable Edgar D. Ross, Master, declared that Mr. Hamed fully complied with and satisfied the foregoing directive of the Wind Up Order with respect to Plaza Extra-West. Consequently, Mr. Hamed assumed sole ownership and control of Plaza Extra-West and was allowed to operate the location. Additionally, it was noted that Mr. Hamed's rights, privileges and powers regarding Plaza Extra-West will be exercised by KAC357, Inc.<sup>20</sup>

On March 6, 2015, Honorable Edgar D. Ross, Master, declared that Mr. Yusuf fully complied with and satisfied the foregoing directive of the Wind Up Order with respect to Plaza Extra-East. Mr. Yusuf assumed sole ownership and control of Plaza Extra-East and was allowed to operate the location. Further, Mr. Yusuf's rights, privileges and powers regarding Plaza Extra-East will be exercised by United Corporation.<sup>21</sup>

The aforementioned court orders were examined in order to assist us in the preparation of the Partnership accounting, with respect to the disbursements of the Partners and their agents during the covered period and the proposed allocation to equalize partnership distributions.

In the following sections we will discuss the results of our analysis related to the withdrawals from the Partnership and the resulting Partnership final balance distribution.

<sup>18</sup> Refer to Exhibit 12, Master's Order Regarding Bidding Procedures for Ownership of Plaza Extra-Tutu Park dated April 28, 2015.

<sup>19</sup> Refer to Exhibit 13, Master's Order Regarding Transfer of Ownership of Plaza Extra Tutu Park, St. Thomas dated April 30, 2015.

<sup>20</sup> Refer to Exhibit 14, Master's Order Regarding Transfer of Ownership of Plaza Extra West.

<sup>21</sup> Refer to Exhibit 15 Master's Order Regarding Transfer of Ownership of Plaza Extra East.

#### 4. METHODOLOGY AND PROCEDURES PERFORMED TO DETERMINE WITHDRAWALS FROM PARTNERSHIP

In the Virgin Islands, partnerships are governed by the Uniform Partnership Act (“UPA”), adopted in 1998 as Title 26, Chapter I of the Virgin Islands Code. A partnership is defined as “an association of two or more persons who carry on a business, as co-owners, for profit”.<sup>22</sup> Typically, unless a written partnership agreement stipulates otherwise, certain general rules apply with respect to management, profits, and losses. For example, unless otherwise stipulated in writing, each partner has an equal voice in the management of the partnership’s business and all partners share equally in profits and losses of the partnership.

Customarily, a partnership maintains separate books of account, which typically include records of the partnership’s financial transactions and each partner’s capital contributions. Usually, each partner has a separate capital account for investments and his share of net income/loss, and a separate withdrawal account. A withdrawal account is used to track the amounts taken from the business for personal use. On the other hand, net income or loss is added to the capital accounts in the closing process.

As previously indicated, the present claim arises from disputes over the Partnership and partnership distributions. At present, the Court has ruled that the Supermarkets are owned by the Partnership composed of Mr. Hamed and Mr. Yusuf on a fifty-fifty basis, thus net income/loss is shared equally among the partners. With respect to the Partnership distributions/withdrawals, no agreement has been reached by the parties and they are presently disputing amounts owed to or from the respective partner.

Due to the lack of formal accounting records related to the Partnership withdrawals and to the ongoing disputes between the Partners, BDO was requested to identify through the use of forensic accounting, the amounts that have been withdrawn from the Partnership which could be construed to be Partnership withdrawals and/or distributions. As forensic accountants, we use financial information to reconstruct past events. It should be noted that the findings and the report are impacted by the quality of the information provided and/or by the lack or limitation of the information provided for analysis. In the following paragraphs and sections, we will discuss the methodology and assumptions used during the engagement and the limitations we encountered in connection with the information provided.

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<sup>22</sup> Refer to Exhibit 16.

#### 4.1 Net Withdrawals from Partnership

Our analysis, procedures and adjustments was divided and summarized accordingly into the following two (2) categories:

1. Known or Documented Withdrawals from Partnership
2. Lifestyle Analysis to Identify Undisclosed Withdrawals from the Partnership

##### 4.1.1 Known or Documented Withdrawals from Partnership

It had been the custom and practice of the Yusuf and Hamed families to withdraw funds from the supermarket accounts for personal reasons, using either checks or cash tickets/receipts. The partnership category relates to all activity recorded and/or transacted through the Partnership. Our examination and analysis included the review of the available supermarkets' bank statements, bank reconciliations, checks, cash tickets/receipts and, cash receipt ledgers.

We reviewed the available information and identified those funds withdrawn from the Partnership as follows:

1. Funds withdrawn from Partnership through checks of the business
2. Funds withdrawn evidenced through a signed cash tickets/receipts
3. Funds withdrawn related to tickets already settled by the Partners
4. Payments to third parties on behalf of a partner through tickets or checks
5. Payments to attorneys with partnership's funds
6. Funds withdrawn by cashier's checks

##### Funds withdrawn from Partnership through checks of the business

In order to identify all monies withdrawn from the Partnership through checks we identified available checks, other than those related to salaries and wages made to the order of the Partners, family members and/or their agents through the Partnership. Our examination included available Partnership bank accounts, related to Plaza Extra-East, Plaza Extra-West and Plaza Extra-Tutu Park.

##### Funds withdrawn evidenced through a signed cash ticket/receipt

It should also be mentioned that the Yusuf and Hamed families periodically reconciled and evened their cash withdrawals through the use of the "black book" (cash tickets/receipts ledger). The cash ticket receipts ledger was deemed to represent direct evidence of the money directly withdrawn by each individual. Therefore, these cash receipts (withdrawals) were considered a direct acceptance of money that was withdrawn by each family member.

Furthermore, our analysis was aimed to identify all withdrawals made through the Supermarkets by the Partners, family members and/or their agents which could be construed to be partnership distributions. In order to identify all monies withdrawn from the Partnership through cash withdrawals, we reviewed and analyzed available cash tickets/receipts and cash ticket/receipts ledgers from Partnership which included Plaza Extra-East, Plaza Extra-West, and Plaza Extra-Tutu Park. The cash receipts provided were identified and assigned accordingly by the signature or name of the Partner, family member and/or the name of the agent.

Our analysis included the examination of the cash ticket/receipts ledger (“black book”) to identify any cash withdrawals made by the Partners, family members and/or their agents. As part of our procedures, when analyzing the deposits of each individual we identified and traced any cash withdrawals to deposits made within the same day or up to three business days from the withdrawal date in order to avoid double counting.

**Funds withdrawn related to cash receipts or tickets already settled by the Partners**

In accordance with “Notice of Withdrawal” letter dated August 15, 2012, signed by Mr. Yusuf, partnership withdrawals made by the Hamed family totaled \$2,784,706.25 and withdrawn from United’s operating account.<sup>23</sup> Composed of \$1,600,000 of cash receipts/tickets that had been destroyed, but agreed by the Partners, family members and/or their agents; \$1,095,381.75 in cash receipts tickets; and \$178,103 (\$89,392 and \$88,711) received after closing two (2) bank accounts. For purposes of our analysis, the documents provided with the Notice of Withdrawal were evaluated and the amounts considered as partnership distributions.

**Payments to third parties on behalf of the Partners through tickets or checks**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties, which could be construed to be partnership distributions, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the partnership accounts. Our examination included reviewing any available supporting documentation of such disbursements in order to determine whether such withdrawals/disbursements constituted partnership distributions.

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<sup>23</sup> Refer to Exhibit 20.

Tickets/receipts signed by third parties were observed acknowledging the receipt of money as a result of a loan; these tickets/receipts were also signed by Partners, family members and/or their agents who authorized the loan. Available tickets/receipts of the repayment of loans were also observed, signed by Partners, family members and/or their agents. If both tickets/receipts were identified, loan originated and loan repayment, we proceeded to adjust the amounts. However, if only one ticket/receipt was observed, said amounts were considered as partnership distributions.

#### Payments to attorneys with partnership's funds

During our examination a number of payments for legal services issued by either Partners, family members and/or their agents were analyzed and deemed not related to Partnership benefits or agreed upon. As a result, such payments were considered partnership distributions.

#### Funds withdrawn by cashier's checks

In order to identify any additional monies withdrawn, not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions, we examined available cashier's checks issued to either Partners, family members and/or their agents. Furthermore, we also reviewed any available supporting documentation related to such disbursements in order to determine whether such withdrawals/disbursements constituted partnership distributions.

#### **4.1.2 Lifestyle Analysis to Identify Undisclosed Withdrawals from the Partnership**

Our examination was aimed to identify all other income received by the Partners, family members and/or their agents that could be construed to be partnership distributions, which otherwise had not been disclosed as a withdrawal. Mr. Mohammad Hamed testified that their only source of income was salaries and/or wages, and the distributions received from the Partnership since 1986.<sup>24</sup> Therefore, any excess of monies identified over the known sources of income during the period analyzed was assumed to be partnership distributions and/or partnership withdrawals.

Yusuf's family has testified that their source of income was not only related to the supermarket activities, but also from United's rental and other businesses not related to the supermarket operation. Any unidentified deposit was considered a withdrawal from the Partnership.

Lifestyle analysis is the most commonly used method of proving income for an individual in cases where records or documents are not fully available. This method considers the person's spending patterns in

<sup>24</sup> Refer to Case No. SX-12-CV370, Oral deposition of Mr. Hamed dated April 21, 2014, pages 43 to 44.

relation to their known sources of funds.<sup>25</sup> If a person has declared income that is well below the cost of the lifestyle he or she is living, the lifestyle analysis may suggest that undisclosed sources of income exist. When the total ~~is~~ compared to reported or known sources of income, there may be a big gap, which can indicate other sources of income.

There are different methods to prove income, depending on factors such as the availability and adequacy of the individual's books and records, whether the individual spends all income or accumulates it, the type of business involved, etc. The methods commonly used are the following:<sup>26</sup>

- a. Direct (specific item or transaction) method
- b. Indirect methods:
  - i. Net worth method
  - ii. Expenditures method
  - iii. Bank deposits method
  - iv. Cash method
  - v. Percentage markup method
  - vi. Unit and volume methods

We relied upon the bank deposits method<sup>27</sup>, one of the traditional indirect methods, to identify the Partners' withdrawals. The bank deposits method is recommended to be used in various situations, specifically when books and records are incomplete, inadequate, or not available, such as in this case.<sup>28</sup>

This method is based on the theory that if a person is engaged in an income producing business or occupation and periodically deposits money in bank accounts in his or her name or under his or her control, an inference can be drawn that such bank deposits represent income unless it appears that the deposits represented re-deposits or transfers of funds between accounts, or that the deposits came from a non-related sources such as gifts, inheritances, or loans. In other words, under this method, all bank deposits are deemed to be income, unless they can be traced to another source of funds.<sup>29</sup>

<sup>25</sup> Sources of income or funds can include wages, bonuses, stocks sold, bank loan proceeds, gifts, gambling winnings, among others.

<sup>26</sup> Thomson Reuters/PPC. (2014). *Litigation Support Services: Chapter 11 Criminal Cases*, "1104 Methods of Proving Unreported Income". *These methods are not only used in criminal cases but also in civil cases such as divorces and for other purposes where income needs to be proved.*

<sup>27</sup> A description of banks deposits computation can be observed in case United States v. Boulet, 577 F.2d 1165 (5<sup>th</sup> Cir. 1978).

<sup>28</sup> Thomson Reuters/PPC. (2014). *Litigation Support Services: Chapter 11 Criminal Cases*, "1104 Methods of Proving Unreported Income".

<sup>29</sup> This may include bank loans, transfer from another account, a gift, or another documented source. The Fraud Files Blog. (2010, February 28). *Lifestyle Analysis in Criminal Cases: Proving Income without Full Documentation*. <http://www.sequenceinc.com/fraudfiles/2010/02/lifestyle-analysis-in-criminal-cases-proving-income-without-full-documentation/>.

This method also contemplates, that any expenditures made by the person in cash or currency from funds not deposited in any bank and not derived from a known source, similarly raises an inference that such cash or currency represents additional income.

The deposits method can stand on its own as proof of taxable income; it need not be corroborated by another method and its use is not limited to validating another method. In using the deposits method, care must be taken to observe the following procedures:

- a. Deposits to all types of financial institutions should be considered; for example, banks, savings and loan associations, investment trusts, mutual funds, brokerage accounts, etc.
- b. Cash payments (whether for business expenses, personal expenses, investments, etc.) made from cash receipts not deposited must be counted (added) as additional gross income.
- c. Deposits that do not represent taxable income, such as deposits of gifts, inheritances, loan proceeds, insurance proceeds, etc., must be deducted from total deposits.
- d. Calculating taxable income, deductible business expenses, whether paid by cash or check, must be deducted from the total deposit, a deduction for depreciation must also be allowed.<sup>30</sup>
- e. Care must be taken not to double count transfers between accounts, deposits of previously withdrawn checks, checks in transit at the end of the period, bounced checks, debit and credit advices or deposits reported on the prior period's tax return but not deposited until the current period. Also, only the net deposit should be counted if the deposit slip lists all checks and then deducts an amount to be paid to the taxpayer in cash.

Based on the deposit method, we decided to examine the bank accounts, credit card accounts, and brokerage/investment accounts of each of the Partners, family members and their agents. As part of our analysis, we identified and included all amounts deposited in the respective bank and brokerage accounts, credit card payments, and funds assumed to have been received as partnership distributions/withdrawals identified from cash receipts provided. In order to confirm the funds and sources of income of both families, we used their known salaries/wages.

Our examination entailed reviewing and analyzing all known and available bank accounts, brokerage/investment accounts and credit card accounts of each of the Partners, family members and their agents. As part of our analysis, we identified and included all amounts deposited in the respective

<sup>30</sup> Thomson Reuters/PPC. (2014). *Litigation Support Services: Chapter 11 Criminal Cases, "1104 Methods of Proving Unreported Income"*.

bank and brokerage accounts, credit card payments, and funds assumed to have been received as partnership distributions/withdrawals. Any excess monies identified from our examination over the known and confirmed ~~income was~~ assumed to be distributions from the partnership. In order to confirm the funds and sources of income of both families, we obtained from the Partnership records the salaries and wages earned by the Partners, family members and their agents.

Through our forensic analysis, we were also able to identify a number of disbursements related to a construction of a residence belonging to Waleed Hamed (son of Mohammad Hamed). Such amounts were considered in our analysis of the partnership distributions.

In order to avoid double counting of data, our lifestyle analysis required that certain adjustments be made to the amounts of withdrawals/distributions identified for each of the Partners, family members and/or their agents. Following, list of the type of adjustments that were made:

1. Deduction from the amounts deposited, any amounts identified from sources other than the supermarket business. (Transfers from family members and/or transfers from other owned accounts).
2. Deduction of payments made to credit card accounts using funds from other personal accounts.
3. Deduction of amounts identified through cash tickets/receipts, related to withdrawals from the Partnership which we were able to identify as having been deposited in the bank and/or brokerage accounts.
4. Deduction of checks issued from Plaza Extra's accounts which we identified as having been deposited in the bank or brokerage accounts representing reimbursement of business expenses.

The above described procedures were applied to each of the Partners, family members and their agents in order to calculate the excess monies received per each individual over their stated or known sources of income. The calculated withdrawals and/or construed partnership distribution were tallied per Partner, family member, agent and family (i.e. Hamed Family vs. Yusuf Family). Following is a list of the Partnership families - Hamed & Yusuf:

**Hamed Family**

- a. Mohammad Hamed
- b. Waleed Hamed
- c. Waheed Hamed
- d. Mufeed Hamed



- e. Hisham Hamed

**Yusuf Family**

- a. Fathi Yusuf
- b. Nejah Yusuf
- c. Maher Yusuf
- d. Yusuf Yusuf
- e. Najat Yusuf
- f. Zayed Yusuf

**4.2 Yusuf Family Members**

We also performed a Partnership withdrawal analysis and a lifestyle analysis of the following additional Yusuf family members:

- Syaid Yusuf
- Amal Yusuf
- Hoda Yusuf

Our analysis entailed identifying checks and cash withdrawals, payments to third parties, payments to attorneys and withdrawals through cashier's checks from Partnership accounts. As well as reviewing and analyzing deposits to available bank accounts and brokerage/investment accounts, and payments to credit card accounts. However, our examination did not reveal any of the latter, checks or cash withdrawals; No deposits were made to bank accounts, brokerage/investment accounts or payments to credit cards. In accordance with the information presented, our analysis did not reveal Partnership withdrawals for the benefit of Amal, or Hoda Yusuf family members for 1994 to 2012. Hence, no adjustments were required. For Syaid Yusuf, we only observed three checks associated with tax expenses for the year 2000 and 2001 and therefore adjusted. No further analysis was needed.

**4.3 Periods for Analysis**

Due to the lack of formal accounting records related to the Partnership withdrawals prior to Mr. Gaffney's appointment, we divided into four periods the result of our work and the proposed adjustments to the partnership distributions based on the availability of the information. Following is a description of the periods:

1. January 1994 thru September 2001: this is the accounting period prior to the FBI raid and government scrutiny. During this period, it was common for the Partners, family members and their agents to ~~withdraw~~ monies via a check or cash by just signing a cash ticket/receipt. Neither formal supervision nor formal accounting was in place during this period.
2. October 2001 thru December 2012: this is the period after the FBI raid and government scrutiny; accounting was improved, however, Gaffney was not in place and most withdrawals were limited to salaries; partnership distributions were limited as the government supervision/monitoring was in place.
3. January 2013 thru January 30, 2015: the Gaffney years - accounting information is formal and comprehensive. During this period, all withdrawals were made with Gaffney's supervision and therefore, were recognized in the general ledger.
4. January 30, 2015 thru August 31, 2016: this is the period of the liquidation of the Partnership assets; during this period, all transactions were performed with Gaffney's supervision and therefore, recognized in the general ledger. Additionally, during this period the Partnership activity was supervised by the Court through the appointed Master.

We should clarify that before 1994 only one store was open, a fire in 1992 destroyed the store and with it most of the financial/accounting information that was available. It had also been established that the Partnership kept a "black book" or a ledger to reconcile withdrawals from the Partnership. Prior to 1993, no amounts had been disputed by either Partner. However, as a result of the current litigation process, Mr. Yusuf became aware of certain investments reported by Waleed Hamed in his personal income tax returns of 1992 and 1993. Due to the amounts involved it was decided to evaluate and consider such amounts as part of our analysis.

Our analysis included information until August 2014, however we decided to adjust all transactions after January 2013 considering that during that period Mr. Gaffney was in control of all the transactions related to the partnership and all withdrawals should be accounted for.

#### 4.4 Documents Examined

As part of our analysis, we have examined documents for each of the family members of the Hamed and Yusuf families, the Supermarkets (includes Plaza Extra-East, Plaza Extra-West, and Plaza Extra-Tutu Park), United Corporation, and other related entities. All information, documents, evidence examined

and used by BDO was provided by Dudley.<sup>31</sup> The following is a summary of documents examined and used in our analysis.

- General ledgers of the Supermarkets
- Cash receipts of the Supermarkets
- Monthly bank statements of the Supermarkets' bank accounts
- Monthly bank statements of each Partner's bank accounts
- Monthly bank statements of each of the Partner's family members' bank accounts
- Monthly bank statements of each of the Partner's agents' bank accounts
- Monthly brokerage/investment statements of each Partner's investment accounts
- Monthly brokerage/investment statements of each of the Partner's family members' investment accounts
- Monthly brokerage/investment statements of each of the Partner's agents' investment accounts
- Credit card statements of each Partner's credit card accounts
- Credit card statements of each Partners' family members' credit card accounts
- Credit card statements of each Partners' agents' credit card accounts
- Income tax return of each Partner
- Income tax return of each Partner's family members
- Income tax return of each Partner's agents
- Legal documents: Court Orders, Motions and depositions
- Letters, black book (cash receipts ledger) and other documents

As indicated under Section 4.5 Limitations, we encountered certain limitations with respect to the information provided; not all of the information examined was complete. Due to the volume of documents provided, we have included a complete list of documents examined and used in our report. Therein, we have listed the documents received along with the corresponding dates. In addition, any missing statements and/or documents are also disclosed therein.

In the following sections, we describe the specific procedures that were applied to enable us to identify any withdrawals made by the Partners, family members and/or their agents that could be construed to be partnership distributions for the covered period.

<sup>31</sup> Information obtained from of the following sources: (1) FBI files related to Criminal Case No. 2005-CR-0015, (2) documents provided by Mr. Hamed through the discovery process in the Case, (3) documents provided by Mr. Yusuf and United Corp. through the discovery process in the Case.

#### 4.5 Limitations

Our report and the findings included herein have been impacted by the limitation of the information available in the Case. Following is a summary of the limitations we encountered during the performance of the engagement.

- Accounting records of Plaza Extra-East were destroyed by fire in 1992 and the information was incomplete and/or insufficient to permit us to reconstruct a comprehensive accounting of the partnership accounts before 1993.
- Accounting records and/or documents (checks registers, bank reconciliations, deposits and disbursements of Supermarkets' accounts) provided in connection with Supermarkets were limited to covering the period from 2002 through 2004, East and West from 2006 through 2012, and Tutu Park from 2009 through 2012.
- Accounting records and/or documents provided to us for the periods prior to 2003 are incomplete and limited to bank statements, deposit slips, cancelled checks, check registers, investments and broker statements, cash withdrawal tickets/receipts and cash withdrawal receipt listings. For example, the retention policy for statements, checks, deposits, credits in Banco Popular de Puerto Rico is seven years; therefore, there is no Bank information available prior to 2007 and electronic transactions do not generate any physical evidence as to regular deposits and/or debits.
- Information discovered about the case up to August 31, 2014. We only considered information up to December 31, 2012. Transactions after that date were adjusted in our report.

#### 4.6 Assumptions

Any monies identified through our analysis in excess of the amount identified from the known sources of income (e.g. salaries, rent income, etc.) were assumed to be partnership withdrawals/distributions. With regards to the Hamed family, Mohammad Hamed admitted during deposition testimony that his family's sole source of income was the monies they withdrew from the supermarkets.<sup>32</sup>

The lifestyle analysis is supported by available information related to deposits to banks and brokerage accounts and payments to credit cards during the period from January 1994 to December 2012 or until Gaffney was assigned to work with the Supermarkets accounting.

<sup>32</sup> Refer to Case No. SX-12-CV370, Oral deposition of Mr. Hamed dated April 21, 2014, pages 43 to 44.

## 5. DETERMINATION OF PARTNER'S WITHDRAWALS

As previously indicated, the Supermarkets have been managed jointly, with both families having a direct active role in their operations be it through the actions of the Partners, the actions of family members or the actions of their authorized agents. The families agreed to have one (1) member of the Hamed family and one (1) member of the Yusuf family co-manage each of the stores.

In the following sections, we have documented the results of the procedures that were applied to enable us to identify any withdrawals made by the Partners, family members and/or their agents that could be construed to be partnership distributions for the covered period.

### 5.1 Hamed's Family

#### 5.1.1 Mohammad Hamed - Partner

##### Partnership - Monies withdrawn from Supermarkets

###### a. Partnership withdrawals/distributions through checks

In order to identify all monies withdrawn from the Partnership through checks, we identified available checks made to the order of Mohammad Hamed. Our examination did not reveal any checks made to the order of Mohammad Hamed from the Partnership accounts, therefore, no partnership distributions were identified that would require any adjustment from checks issued to the order or on behalf of Mohammad Hamed for the covered periods.

During the period covering October 2001 through December 2012, a total of \$3,000,000 was withdrawn through checks issued from the Partnership as gifts to Hisham Hamed and his spouse (\$1,500,000) and to Mufeed Hamed and his spouse (\$1,500,000). We should mention that both spouses are daughters of Mr. Yusuf.

Therefore, for purposes of our analysis it was determined that this amount represented distributions from the Partnership. We adjusted Mr. Hamed's and Mr. Yusuf's distribution by \$1,500,000 for said period.<sup>33</sup>

<sup>33</sup> Refer to Exhibit 17 and Table 1.

Description	October 2001 to December 2012
Plaza Extra 600-86413	\$ 750,000.00
Plaza Extra 058-60092918	750,000.00
<b>Total</b>	<b>\$ 1,500,000.00</b>

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. The cash withdrawals identified and/or attributable to Mohammad Hamed for the periods covered amounted to \$853,718.00 as shown in the table below:<sup>34</sup>

Withdrawals from the partnership with a signed ticket/receipt	\$ 848,718.00	\$ 5,000.00	\$ -	\$853,718.00
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We should mention that a number of the cash withdrawals identified and attributed to Mohammad Hamed during our examination were not dated; nonetheless, such withdrawals were reasonably believed to be amounts withdrawn from the Partnership and attributable to his account during this time period. From our examination we determined that partnership distributions to Mohammad Hamed related to cash withdrawals amounted to \$946,518.00 for the covered period. A total of \$92,800.00 was adjusted (eliminated) to avoid double counting, since these funds were deposited and accounted for in our analysis of Waleed Hamed for a net amount of \$853,718.00.

**c. Payment to Third Parties through checks or cash tickets/receipts**

In order to identify any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be distributions to the benefit of a specific Partner, we examined available checks, cash tickets/receipts, and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Mohammad Hamed. Our examination did not reveal any checks made to third parties on behalf of Mohammad Hamed from the Partnership accounts, therefore, no partnership distributions were identified that would require any adjustment from checks issued to third parties on behalf of Mohammad Hamed for the covered periods.

<sup>34</sup> Refer to Tables 2A and 2B.

**d. Payments to attorneys with partnership's funds**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. No payments to attorneys were identified and/or attributable to Mohammad Hamed for the periods covered.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions, we examined available cashier's checks issued to Mohammad Hamed. We also examined checks issued to Hamed from any other related parties and/or entities related to the Partnership. From our review and analysis, we were able to identify a total of \$62,000.00<sup>35</sup> in manager checks which were considered to be distributions from the Partnership to the exclusive benefit of Hamed.

**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn for the sole benefit of Mr. Mohammad Hamed from January 1994 to December 2012 amounted to \$2,415,718.00.

**Lifestyle Analysis**

**a. Bank and Investments Accounts/Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Mohammad Hamed. From our examination, we were able to identify that Mohammad Hamed deposited monies/funds in the amount of \$1,307,043.72<sup>36</sup> for the covered period.

We should mention that our analysis excludes any deposits which could be identified and/or related to a source other than the Partnership. In the following table we summarize the deposits identified and/or attributable to Mohammad Hamed for the periods covered:

<sup>35</sup> Refer to Table 3.

<sup>36</sup> Refer to Tables 4A to 4C.

Type of Account:	Account Number:	January 1994 to September 2001	October 2001 to December 2012	January 2013 to August 2014	Total
Checking Account	800517 / 058-00800517	\$ -	\$ -	\$ -	\$ -
Checking Account	45096814 / 058-45096814	259,670.00	14,850.00	-	274,520.00
Checking/Savings Account	191-054453	28,172.09	6,880.21	-	35,052.30
Time Deposit - Customers (Fixed)	9020-415410-710	-	-	-	-
Time Deposit - Customers (Fixed)	9020-415410-700	-	-	-	-
Order - Customers	9020-415410-570	74,898.00	-	-	74,898.00
Order - Customers	9020-415410-500	97,352.42	-	-	97,352.42
Order - Customers	9020-415410-510	20,415.00	-	-	20,415.00
Time Deposit	001-0001629-03-2123-833	245,007.00	-	-	245,007.00
Time Deposit	001-0001629-01-2123-833	559,799.01	-	-	559,799.01
Investments/Securities	140-82628	-	-	-	-
	<b>Total</b>	<b>\$ 1,285,313.51</b>	<b>\$ 21,730.21</b>	<b>\$ -</b>	<b>\$ 1,307,043.72</b>

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Mohammad Hamed. As part of our analysis, we identified and included available credit card payments and included them in our analysis. Through our analysis a total amounting to \$1,552.08 of credit card payments from Mohammad Hamed were identified for the period covered as shown below:<sup>37</sup>

Credit Card - VISA	4549-2700-6239-3011	\$ 1,552.08	\$ -	\$ -	\$ 1,552.08
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**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted. To the extent Mohammad Hamed received social security benefits these were eliminated from our lifestyle analysis.

**d. Summary**

As a result of the lifestyle analysis we can conclude that Mohammad Hamed withdrew \$1,308,595.80 from January 1994 to December 2012. This total is net from any ticket/receipt or check already considered in the other classifications above.

<sup>37</sup> Refer to Table 5A and 5B.



**Result**

In result of the information presented above, Mohammad Hamed's total partnership withdrawals during the years 1994 to 2012 were \$3,724,313.80.<sup>38</sup>

**5.1.2 Waleed Hamed (son of Mohammad Hamed)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks, we identified available checks made to the order of Waleed Hamed. The checks identified as withdrawals attributable to Waleed Hamed for the periods covered amounted to \$684,170.00<sup>39</sup> as presented in the table below:

Banque Française Commerciale	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00
Plaza Extra - Checking Account #65811	1,500.00	205,000.00	-	206,500.00
Plaza Extra - Checking Account #2010	-	27,670.00		27,670.00

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership.

We should mention that a number of the cash withdrawals identified and attributed to Waleed Hamed during our examination were not dated; nonetheless, such withdrawals were reasonably determined to be amounts withdrawn from the Partnership and attributable to his account during the period in question. From our examination, we determined that partnership distributions to Waleed Hamed related to cash withdrawals amounted to \$1,133,245.75 for the covered period as shown in the table below:<sup>40</sup>

<sup>38</sup> Refer to Table 6.

<sup>39</sup> Refer to Tables 7A and 7B.

<sup>40</sup> Refer to Tables 8A and 8B.

	\$	414,115.75	\$	273,630.00	\$	-	\$	687,745.75
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**c. Funds withdrawn related to cash tickets/receipts already settled by the Partners**

In accordance with "Notice of Withdrawal" letter dated August 15, 2012, signed by Mr. Yusuf, partnership withdrawals by the Hamed family totaled \$2,784,706.25 and withdrawn from United's operating account.

A total of \$1,778,103<sup>41</sup> was attributed as partnership distributions to Waleed Hamed. This total represents cash tickets/receipts that were destroyed as per Maher Yusuf's testimony and which the Hamed's had agreed that such amount had been withdrawn by the Hamed family. This amount represents \$1,600,000 past confirmed withdrawals and \$178,103 (\$89,392 and \$88,711) received after closing two (2) bank accounts.

**d. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be partnership distributions, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the partnership accounts to identify any payments to third parties on behalf of Waleed Hamed.

The payments to third parties identified and/or attributable to Waleed Hamed for the periods covered amounted to \$717,276.46:<sup>42</sup>

<sup>41</sup> Refer to Exhibit 20.

<sup>42</sup> Refer to Tables 9A and 9B.

Description	January 1994 to September 2001	October 2001 to December 2012	January 2013 to August 2014	Total
Receipts - Juan Rosario	\$ 147,612.32	\$ -	\$ -	\$ 147,612.32
Receipts - Ali Mohamad Zater	26,400.00	-	-	26,400.00
Receipts - Amin Yusuf Mustafa	4,000.00	-	-	4,000.00
Receipts - Al Fattah Aldalie	16,000.00	-	-	16,000.00
Receipts - Ely	400.00	-	-	400.00
Receipts - PA	5,867.50	-	-	5,867.50
Receipts - Dlack	730.00	-	-	730.00
Receipts - James Gamble	150.00	-	-	150.00
Receipts - Cynthia	575.00	-	-	575.00
Receipts - Anthony L.	8,000.00	-	-	8,000.00
Receipts - Adnan Alhamed	8,000.00	-	-	8,000.00
Receipts - Eustar Bailey	960.00	-	-	960.00
Receipts - Jaunn	5,150.00	-	-	5,150.00
Receipts - S. Phillip	1,513.00	-	-	1,513.00
Receipts - Louis Lorin	200.00	-	-	200.00
Receipts - Zalton Francis	1,690.00	-	-	1,690.00
Receipts - A. Joseph	15,000.00	-	-	15,000.00
Receipts - Other	31,069.83	4,130.00	-	35,199.83
Construction disbursements	428,678.81	-	-	428,678.81
FBI Documents related to Construction Disbursements	11,150.00	-	-	11,150.00
<b>Total</b>	<b>\$ 713,146.46</b>	<b>\$ 4,130.00</b>	<b>\$ -</b>	<b>\$ 717,276.46</b>

**e. Payments to attorneys with partnership's funds**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. The payments to attorneys identified and/or attributable to Waleed Hamed for the periods covered amounted to \$3,749,495.48.<sup>43</sup>

Payments to Attorneys	\$ -	\$ 3,749,495.48	\$ -	\$ 3,749,495.48
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**d. Funds received by cashier's check**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions to a specific Partner, we examined available cashier's checks issued to Waleed Hamed. Furthermore, we also examined any checks issued to Waleed Hamed from any other related parties and/or entities related to the Partnership. Our examination did not reveal any cashier's checks issued to Waleed Hamed.

<sup>43</sup> Refer to Tables 10A and 10B.

From our review and analysis, we were able to identify a total of \$285,000.00 in checks issued to Waleed Hamed from other related parties and/or entities related to the Partnership which were considered to be distributions from the Partnership to the exclusive benefit of Waleed Hamed:<sup>44</sup>

Checks - Transfer Hamed & Yusuf	\$ -	\$ -	\$ -	\$ -
Checks - Paid by Yusuf Jaber	285,000.00	-	-	285,000.00
Checks from Mohammad Hamed	-	-	-	-
Checks from Plessen Enterprises	-	-	-	-

**e. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Waleed Hamed for his personal account from January 1994 to December 2012 amounted to \$8,347,290.69.

**Lifestyle Analysis**

**a. Bank and Investments Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Waleed Hamed. From our examination, we were able to identify that Waleed Hamed deposited monies/funds in the amount of \$2,142,800.88 for the covered period.

We should mention that our analysis excludes any deposits which could be identified and/or related to a source other than the Partnership. In the following table we summarize the deposits identified and/or attributable to Waleed Hamed for the periods covered:<sup>45</sup>

<sup>44</sup> Refer to Tables 11A and 11B.

<sup>45</sup> Refer to Tables 12A to 12C.

Account Number:	January 1994 to September 2001	October 2001 to December 2012	January 2013 to August 2014	Total
058-308313	\$ 578,800.00	\$ -	\$ -	\$ 578,800.00
194-602753	138,923.83	492,699.31	-	631,623.14
182-556086	684,799.06	66,474.51	-	751,273.57
191-716286	-	-	-	-
1-1150056080	-	-	-	-
140-16184	6,003.11	89,066.06	-	95,069.17
140-85240	4,035.00	7,000.00	-	11,035.00
140-82626	-	-	-	-
05Q-130830-2	-	-	-	-
40606387890	75,000.00	-	-	75,000.00
<b>Total</b>	<b>\$ 1,487,561.00</b>	<b>\$ 655,239.88</b>	<b>\$ -</b>	<b>\$ 2,142,800.88</b>

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Waleed Hamed. As part of our analysis, we identified and included available credit card payments and included them in our analysis. Through our analysis a total amounting to \$661,928.70 of credit card payments on Waleed Hamed's credit cards were identified for the period covered. The following table summarizes the credit card payments identified and/or attributable to Waleed Hamed's partnership interest for the periods covered:<sup>46</sup>

Account Number:	January 1994 to September 2001	October 2001 to December 2012	January 2013 to August 2014	Total
4549-8700-0511-2319	\$ 109,866.54	\$ 88,764.93	\$ -	\$ 198,631.47
4549-2700-9778-2204	26,077.33	13,814.20	-	39,891.53
4549-2700-5180-0018	358.00	-	-	358.00
3728-925489-32003	-	-	-	-
3783-623524-82002	223.00	-	-	223.00
3728-925489-31005	-	-	-	-
4922-0021-3002-5409	-	-	-	-
4563-4601-5005-0299	-	-	-	-
5417-5615-1000-9639	-	86,324.54	-	86,324.54
5466-9500-5195-0741	-	73,278.81	-	73,278.81
4922-0002-2049-9328	-	8,087.35	-	8,087.35
4922-0001-9539-7127	-	47,210.20	-	47,210.20
5466-9502-1748-7448	-	(5,684.47)	-	(5,684.47)
****.****.****.9391	-	54,999.76	-	54,999.76
4549-2102-9973-9586	-	49,497.27	-	49,497.27
5310-5400-0589-1741	-	95,030.40	-	95,030.40
4549-0550-6461-4898	-	14,080.84	-	14,080.84
4128872468629	-	-	-	-
3728-661675-02016	-	-	-	-
4549270062393011	-	-	-	-
4549270062393	-	-	-	-
<b>Total</b>	<b>\$ 136,524.87</b>	<b>\$ 525,403.83</b>	<b>\$ -</b>	<b>\$ 661,928.70</b>

<sup>46</sup> Refer to Tables 13A to 13C.

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Investment sold as per tax returns**

Investments reported by Waleed Hamed in his personal income tax returns in 1992 and 1993 amounted to \$8,027,053.00. This amount was included in our analysis.<sup>47</sup>

1992	12/31/1992	\$ 439,570.00
1993	12/31/1993	7,587,483.00

**e. Summary**

As a result of the lifestyle analysis we can conclude that Waleed Hamed withdrew \$10,831,782.58 from January 1994 to December 2012. This total is net from any tickets/receipts or check already considered in the other classifications above.

**Result**

According to the information presented above, Waleed Hamed's total partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$19,179,073.27.<sup>48</sup>

**5.1.3 Waheed Hamed (son of Mohammad Hamed)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of Waheed Hamed. The checks identified as withdrawals attributable to Waheed Hamed for the periods covered amounted to \$72,400.44.<sup>49</sup>

<sup>47</sup> Refer to Exhibit 21.

<sup>48</sup> Refer to Table 14.

<sup>49</sup> Refer to Tables 15A and 15B.

Plaza Extra - Checking Account #312010	\$ 50,000.00	\$ 22,400.44	\$ -	\$ 72,400.44
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**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and tickets/receipts ledgers provided from the Partnership. From our examination we determined that partnership distributions to Waheed Hamed related to cash withdrawals amounted to \$1,307,622.00 for the covered period.<sup>50</sup>

	\$ 1,281,122.00	\$ 26,500.00	\$ -	\$ 1,307,622.00
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**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of Mr. Hamed's partnership interest, family members and/or his agents to third parties which could be construed to be partnership distributions for Waheed Hamed's sole benefit, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Waheed Hamed. Total payments to third parties identified for the benefit of Waheed Hamed for the periods covered amounted to \$528,998.81.<sup>51</sup>

Sam & Ken Mason (Tabor & Harmony Rent)	\$ 5,172.10	\$ -	\$ -	\$ 5,172.10
José Román	310,499.52	1,665.45	-	312,164.97
Conrad Ambrose (Willie House)	74,171.18	-	-	74,171.18
Trevor Ryan (Willie House)	50,100.00	-	-	50,100.00
Felix Rey (Willie Hamed)	14,446.23	1,000.00	-	15,446.23
Louis Hughes (Willie House)	6,000.00	-	-	6,000.00
Ahmed Alarefi (Willie's Home)	11,664.00	-	-	11,664.00
Manuel Tejada (Willie House)	3,850.00	-	-	3,850.00
GMT (Willie House)	2,685.00	-	-	2,685.00
Cheyenne Heavy Equip (Willie House)	5,000.00	-	-	5,000.00
Edward (Willie House)	1,280.00	-	-	1,280.00
Keneth Donovan (Willie House)	700.00	-	-	700.00
Joseph Edwards (Willie House)	4,950.00	-	-	4,950.00
Other	35,815.33	-	-	35,815.33

<sup>50</sup> Refer to Table 16A and 16B.

<sup>51</sup> Refer to Tables 17A and 17B.

**d. Payments to attorneys with partnership's funds**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members ~~and/or~~ their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. The payments to attorneys identified and/or attributable to Waheed Hamed for the periods covered amounted to \$372,155.95.<sup>52</sup>

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions, we examined available cashier's checks issued to Waheed Hamed. Furthermore, we also examined any checks issued to Waheed Hamed from any of other related parties and/or entities related to the Partnership. Our examination did not reveal any cashier's checks issued to Waheed Hamed, nor were any other checks issued for the benefit of Waheed Hamed identified.<sup>53</sup>

**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Waheed Hamed for his sole benefit from January 1994 to December 2012 amounted to \$2,281,177.20.

**Lifestyle Analysis**

**a. Bank and Investments Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Waheed Hamed. From our examination, we were able to identify that Waheed Hamed deposited monies/funds in the amount of \$756,156.78 for the covered period. We should mention that our analysis included identifying and excluding any deposits which could be identified and/or related to a source other than from the Partnership. In the following table we summarize the deposits identified and/or attributable to Waheed Hamed for the periods covered:<sup>54</sup>

<sup>52</sup> Refer to Table 18.

<sup>53</sup> Refer to Table 19.

<sup>54</sup> Refer to Table 20A and 20B.



Account Number:	January 1994 to September 2001	October 2001 to December 2012	January 2013 to August 2014	Total
721-1-047688	\$ 345,825.84	\$ -	\$ -	\$ 345,825.84
55034622	240,847.32	-	-	240,847.32
5500-2244	50,332.63	-	-	50,332.63
594178865	15,150.99	-	-	15,150.99
2068417	-	100,000.00	-	100,000.00
08 3640 022	-	-	-	-
10221124	-	-	-	-
10230982	-	-	-	-
72946084	2,000.00	-	-	2,000.00
72946098	2,000.00	-	-	2,000.00
50245929	-	-	-	-
50245934	-	-	-	-
71962008	-	-	-	-
71962013	-	-	-	-
<b>Total</b>	<b>\$ 656,156.78</b>	<b>\$ 100,000.00</b>	<b>\$ -</b>	<b>\$ 756,156.78</b>

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Waheed Hamed. As part of our analysis, we identified and included available credit card payments and included them in our analysis. Through our analysis a total amounting to \$103,505.95 of credit card payments for the benefit of Waheed Hamed were identified for the period covered. The following table summarizes the credit card payments identified and/or attributable to Waheed Hamed for the periods covered:<sup>55</sup>

3728-925489-33001	\$ 88,105.30	\$ 11,277.13	\$ -	\$ 99,382.43
5310-5608-0001-0628	-	4,123.52	-	4,123.52
5417-5680-5500-1897	-	-	-	-

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Summary**

As a result of the lifestyle analysis we can conclude that Waheed Hamed withdrew \$859,662.73 from January 1994 to December 2012. This total is net from any ticket or check already considered in the other classifications above.

<sup>55</sup> Refer to Table 21A to 21C.

**Result**

According to the information presented above, Waheed Hamed's total partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$3,140,839.93.<sup>56</sup>

**5.1.4 Mufeed Hamed (son of Mohammad Hamed)**

**Partnership - Monies withdrawn from Plaza Extra Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify available monies withdrawn from the Partnership through checks we identified available checks made to the order of Mufeed Hamed. Our examination did not reveal any checks made to the order of Mufeed Hamed from the Partnership accounts, therefore no partnership distributions were identified that would require any adjustment from checks issued to the order or on behalf of Mufeed Hamed for the covered periods.<sup>57</sup>

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify available monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that distributions from Partnership funds to Mufeed Hamed related to cash withdrawals amounted to \$357,066.38 for the covered period.<sup>58</sup>

	\$ 168,163.07	\$ 188,908.31	\$ -	\$ 357,066.38

**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be partnership distributions to the sole benefit of Mufeed Hamed, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Mufeed Hamed. In the following table we summarize the

<sup>56</sup> Refer to Table 22.

<sup>57</sup> Refer to Table 23.

<sup>58</sup> Refer to Table 24A and 24B.

payments to third parties identified and/or attributable to Mufeed Hamed for the periods covered amounted to \$9,623.50.<sup>59</sup>

Receipts paid to Tom Shelley	\$ -	\$ 510.00	\$ -	\$ 510.00
Receipts paid to Manuel	-	50.00	-	50.00
Receipts paid to Pedro Herrera	-	700.00	-	700.00
Receipts paid to Zalton Francis	-	1,000.00	-	1,000.00
Receipts paid to Sgt. E Barnes	500.00	-	-	500.00
Receipts - Juan Rosario	2,810.50	2,125.00	-	4,935.50
Other Receipts paid to third parties	677.00	1,251.00	-	1,928.00

**d. Payments to Attorneys**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. No payments to attorneys were identified and/or attributable to Mufeed Hamed for the periods covered.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions, we examined available cashier's checks issued to Mufeed Hamed. Furthermore, we also examined any checks issued to Mufeed Hamed from any of other related parties and/or entities related to the Partnership. Our examination did not reveal any managers or other checks issued to Mufeed Hamed.

**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Mufeed Hamed for his personal benefit from January 1994 to December 2012 amounted to \$366,689.88.

**Lifestyle Analysis**

**a. Bank and Investments Accounts**

<sup>59</sup> Refer to Tables 25A and 25B.

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Mufeed Hamed. From our examination, we were able to identify that Mufeed Hamed or agents acting on his behalf deposited monies/funds in the amount of \$756,194.11 for the personal benefit of Mufeed Hamed for the covered period. In the following table we summarize the deposits identified and/or attributable to Mufeed Hamed for the periods covered:<sup>60</sup>

191-045535	\$ 180,115.70	\$ 90,929.28	\$ -	\$ 271,044.98
591-416998	-	100.00	-	100.00
058-00119415	2,500.00	-	-	2,500.00
45609811	124,120.00	344,929.13	-	469,049.13
140-19156	8,500.00	5,000.00	-	13,500.00

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Mufeed Hamed. As part of our analysis, we identified and included available credit card payments and included them in our analysis. Through our analysis a total amounting to \$230,205.08 of credit card payments for the benefit of Mufeed Hamed were identified for the period covered. The following table summarizes the credit card payments identified and/or attributable to Mufeed Hamed for the periods covered:<sup>61</sup>

4549-2700-9778-1263	\$ 1,450.00	\$ -	\$ -	\$ 1,450.00
4549-2700-9779-4662	20,770.46	-	-	20,770.46
4549-2700-9790-3230	7,168.50	21,029.32	-	28,197.82
4549-0550-9986-3718	-	109,692.00	-	109,692.00
4549-2102-5875-1929	-	-	-	-
4549-2753-9693-2970	-	70,094.80	-	70,094.80

**c. Adjustments**

<sup>60</sup> Refer to Tables 26A to 26C.

<sup>61</sup> Refer to Tables 27A to 27C.

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Summary**

As a result of the lifestyle analysis we can conclude that Mufeed Hamed received \$986,399.19 of Partnership funds from January 1994 to December 2012. This total is net from any ticket or check already considered in the other classifications above.

**Result**

According to the information presented above, Mufeed Hamed's total partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$1,353,089.07.<sup>62</sup>

**5.1.5 Hisham Hamed (son of Mohammad Hamed)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify available monies withdrawn from the Partnership through checks we identified available checks made to the order of Hisham Hamed. Our examination did not reveal any checks made to the order of Hisham Hamed from the Partnership accounts, therefore no partnership distributions were identified that would require any adjustment from checks issued to the order or on behalf of Hisham Hamed for the covered periods.

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify available monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that distributions from the Partnership accounts to Hisham Hamed related to cash withdrawals amounted to \$136,500.00 for the covered period.<sup>63</sup>

	\$ 102,000.00	\$ 34,500.00	\$ -	\$ 136,500.00
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<sup>62</sup> Refer to Table 28.

<sup>63</sup> Refer to Tables 29A and 29B.

**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be partnership distributions for the personal benefit of Hisham Hamed, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Hisham Hamed. Our examination did not reveal any checks made to third parties on behalf of Hisham Hamed from the Partnership accounts other than those related to rent payments and considered marginal benefits.<sup>64</sup> Therefore, no partnership distributions were identified that would require any adjustment from checks issued to third parties on behalf of Hisham Hamed for the covered periods.

**d. Payments to Attorneys**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. No payments to attorneys were identified and/or attributable to Hisham Hamed for the periods covered.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions for the benefit of Hisham Hamed, we examined available cashier's checks issued to Hisham Hamed. Furthermore, we also examined any checks issued to Hisham Hamed from any of other related parties and/or entities related to the Partnership.

Our examination did not reveal any cashier's checks issued to Hisham Hamed. From our review and analysis, we were able to identify a total of \$5,700.50 in checks issued to Hisham Hamed from other related parties and/or entities related to the Partnership which were considered to be distributions from the Partnership.<sup>65</sup>

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<sup>64</sup> Refer to Table 30.

<sup>65</sup> Refer to Tables 31A to 31C.

058-45609811	\$ -	\$ -	\$ -
191-716286	-	-	-
191-045535	-	-	-
N/A	5,700.50		

f. Summary

As a result of our review we can conclude that the Partnership monies withdrawn for the benefit of Hisham Hamed from January 1994 to December 2012 amounted to \$142,200.50.

Lifestyle Analysis

a. Bank and Investments Accounts

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Hisham Hamed. From our examination, we were able to identify that Hisham Hamed deposited monies/funds in the amount of \$952,148.77 for the covered period. This total does not consider deposits that could be identified and/or related to a source other than from the Partnership. In the following table we summarize the deposits identified and/or attributable to Hisham Hamed from Partnership funds for the periods covered:<sup>66</sup>

044-55152125	\$ 315,650.00	\$ -	\$ -	\$ 315,650.00
92032496	-	-	-	-
191-185515	-	189,162.01	-	189,162.01
10207203	16,432.70	-	-	16,432.70
4062-0039	35,000.00	-	-	35,000.00
PSP-000762	-	-	-	-
PSP-021644	-	150,004.50	-	150,004.50
4101-9260	-	-	-	-
788-441996	-	245,899.56	-	245,899.56
788-441834	-	-	-	-

<sup>66</sup> Refer to Tables 32A to 32C.

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Hisham Hamed. As part of our analysis, we identified and included available credit card payments and included them in our analysis. Our examination did not reveal any credit card payments related to Hisham Hamed for his personal benefit. We only observed receipts of purchases made with the credit card from Citibank number 5466-1601-8830-4130. No amounts were considered as a result of this analysis.<sup>67</sup>

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Summary**

As a result of the lifestyle analysis we can conclude that Hisham Hamed received \$952,148.77 in partnership funds from January 1994 to December 2012. This total is net from any ticket or check already considered in the other classifications above.

**Result**

According to the information presented above, Hisham Hamed's total partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$1,094,349.27.<sup>68</sup>

**5.2 Yusuf's Family**

**5.2.1 Fathi Yusuf - Partner**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of Fathi Yusuf. The checks identified as withdrawals attributable to Fathi Yusuf for the periods covered amounted to \$5,359,161.65.<sup>69</sup>

<sup>67</sup> Refer to Table 33.

<sup>68</sup> Refer to Table 34.

<sup>69</sup> Refer to Table 35A and 35B.



Plaza Extra #600-86413	\$ -	3,534,706.25	\$ -	\$ 3,534,706.25
Plaza Extra #312010	-	924,375.40	-	924,375.40
Plaza Extra #65811	-	150,080.00	-	150,080.00
Plaza Extra #058-60092918	-	750,000.00	-	750,000.00

During the period covering October 2001 through December 2012 a total of \$3,000,000.00 was withdrawn through checks issued from the Partnership as gifts to Hisham Hamed and his spouse (\$1,500,000.00) and to Mufeed Hamed and his spouse (\$1,500,000.00). We should mention that both spouses are daughters of Mr. Yusuf.<sup>70</sup>

Therefore, for purposes of our analysis it was determined that this amount represented distributions from the Partnership. We adjusted Mr. Hamed's and Mr. Yusuf's distribution by \$1,500,000.00 for said period.

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. The cash withdrawals identified and/or attributable to Fathi Yusuf for the periods covered amounted to \$791,767.00 as shown below:<sup>71</sup>

	\$ 783,367.00	\$ 700.00	\$ -	\$ 784,067.00
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We should mention that a one of the cash withdrawals identified and attributed to Fathi Yusuf during our examination was not dated; nonetheless, such withdrawal was reasonably determined to be an amount withdrawn from the Partnership during the period in question and attributable to his account.

<sup>70</sup> Refer to Exhibit 17.

<sup>71</sup> Refer to Table 36A and 36B.

**c. Payment to Third Parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be partnership distributions for the specific benefit of one of the Partners or his interests, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Fathi Yusuf. The payments to third parties identified and/or attributable to Fathi Yusuf for the periods covered amounted to \$126,965.00.<sup>72</sup>

Ahmad Alafari	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Patrick/ Ken Mason	2,500.00	-	-	2,500.00
Conrad Ambrose	52,175.00	-	-	52,175.00
A-9 Heavy Equipment	1,600.00	-	-	1,600.00
Trevor Ryan	29,090.00	-	-	29,090.00
Yes Concrete, Inc.	25,000.00	-	-	25,000.00
Felix Rey	3,170.00	-	-	3,170.00
Hugh Reifer	3,000.00	-	-	3,000.00
Chayenne	1,630.00	-	-	1,630.00
Edward	800.00	-	-	800.00

**d. Payments to attorneys with partnership's funds**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. The payments to attorneys identified and/or attributable to Fathi Yusuf for the periods covered amounted to \$183,607.05.<sup>73</sup>

Payments to Attorneys	\$ -	\$ 183,607.05	\$ -	\$ 183,607.05
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<sup>72</sup> Refer to Table 37.

<sup>73</sup> Refer to Table 38A and 38B.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions, we examined available cashier's checks issued to Fathi Yusuf. Furthermore, we also examined any checks issued to Fathi Yusuf from any other related parties and/or entities related to the Partnership. From our review and analysis, we were able to identify a total of \$536,000.00 in cashier's checks which were considered to be distributions from the Partnership. From our review and analysis, we were able to identify a total of \$100,000.00 in checks issued to Fathi Yusuf from other related parties and/or entities related to the Partnership which were considered to be distributions from the Partnership. Total checks identified and/or attributable to Fathi Yusuf for the periods covered amounted to \$636,000.00.<sup>74</sup>

Cashier's Checks	\$ 536,000.00	\$ -	\$ -	\$ 536,000.00
Bank of Jordan #8033145668	-	-	-	-
Banque Francaise Commerciale	100,000.00	-	-	100,000.00

**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Mr. Fathi Yusuf from January 1994 to December 2012 amounted to \$7,097,500.70.

**Lifestyle Analysis**

**a. Bank and Investments Accounts/Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Fathi Yusuf. From our examination, we were able to identify that Fathi Yusuf deposited monies/funds in the amount of \$82,235.76 for the covered period.<sup>75</sup>

We should mention that our analysis included identifying and excluding any deposits which could be identified and/or related to a source other than from the Partnership. In the following table we summarize the deposits identified and/or attributable to Fathi Yusuf for the periods covered:

<sup>74</sup> Refer to Table 39.

<sup>75</sup> Refer to Table 40A and 40B.

365610	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00
55157126	37,075.00	6,160.76	-	43,235.76
140-16484	-	-	-	-
140-82627	-	-	-	-
	<del>\$ 76,075.00</del>			

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts. In Mr. Yusuf's case we did not have any credit card statement or any other evidence that Partnership funds were used to pay.

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Summary**

As a result of the lifestyle analysis we can conclude that Mr. Fathi Yusuf withdrew \$82,235.76 of Partnership funds from January 1994 to December 2012. This total is net from any ticket or check already considered in the other classifications above.

**Result**

According to the information presented above, Mr. Fathi Yusuf's partnership withdrawals during the years 1994 to 2012 totaled \$7,179,736.46.<sup>76</sup>

**5.2.2 NejeH Yusuf**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of NejeH Yusuf. The checks identified as withdrawals attributable to NejeH Yusuf for the periods covered amounted to \$344,414.16.<sup>77</sup>

<sup>76</sup> Refer to Table 41.

<sup>77</sup> Refer to Table 42A and 42B.

Plaza Extra #312010	\$ -	\$ 344,414.16	\$ -	\$ 344,414.16
Plaza Extra #65811	-	-	-	-

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that Partnership distributions to NejeH Yusuf related to cash withdrawals amounted to \$275,118.60 for the covered period. In the following table we summarize the cash withdrawals of partnership funds identified and/or attributable to NejeH Yusuf for the periods covered:<sup>78</sup>

	\$ 237,866.81	\$ 37,251.79	\$ -	\$ 275,118.60
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We should mention that one of the cash withdrawals identified and attributed to NejeH Yusuf during our examination was not dated, nonetheless, such withdrawal was reasonably determined to be an amount withdrawn from the Partnership during the period in question and attributable to his account.

**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be Partnership distributions, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of NejeH Yusuf. In the following table we summarize the payments to third parties identified and/or attributable to NejeH Yusuf for the periods covered; The payments to third parties identified and/or attributable to NejeH Yusuf for the periods covered amounted to \$171,574.91.<sup>79</sup>

<sup>78</sup> Refer to Table 43A and 43B.

<sup>79</sup> Refer to Table 44A and 44B.

Casin Potter- Rent Payments	\$ -	\$ -		\$ -
Sammy & Trevor Ryan	104,225.00	-		104,225.00
Kenneth Donovan	2,380.00	900.00		3,280.00
Felix Rey	900.00	2,000.00		2,900.00
Carfer R	1,850.00	-		1,850.00
José Román	30,322.50	11,437.41		41,759.91
Edward	5,400.00	1,000.00		6,400.00
Henry Peter	2,800.00	-		2,800.00
Hugh Reifer- Plumber	1,000.00	2,000.00		3,000.00
José Hernández	200.00	-		200.00
Art House	5,000.00	-		5,000.00
Franklin Harrigan	160.00	-		160.00

**d. Payments to attorneys with partnership's funds**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. The payments to attorneys identified and/or attributable to NejeH Yusuf for the periods covered amounted to \$20,370.00.<sup>80</sup>

Payments to Attorneys	\$ -	\$ 20,370.00	\$ -	\$ 20,370.00
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**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be Partnership distributions, we examined available cashier's checks issued to NejeH Yusuf. Furthermore, we also examined any checks issued to NejeH Yusuf from any of other related parties and/or entities related to the Partnership. Our examination did not reveal any cashier's checks issued to NejeH Yusuf. Our examination did not reveal any cashier's checks issued to NejeH Yusuf.

<sup>80</sup> Refer to Table 45.

f. Summary

As a result of our review we can conclude that the Partnership monies withdrawn by NejeH Yusuf from January 1994 to December 2012 amounted to \$811,477.67.

Lifestyle Analysis

a. Bank and Investments Accounts

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of NejeH Yusuf. From our examination, we were able to identify that NejeH Yusuf deposited monies/funds from the Partnership in the amount of \$112,998.21 for the covered period.<sup>81</sup>

We should mention that our analysis included identifying and excluding any deposits which could be identified and/or related to a source other than from the Partnership. In the following table we summarize the deposits of Partnership funds identified and/or attributable to NejeH Yusuf for the periods covered:

044-55163827	\$ 4,750.00	\$ 43,998.21	\$ -	\$ 48,748.21
9718-1340	34,250.00	-	-	34,250.00
9756-2480	30,000.00	-	-	30,000.00

b. Credit Card Accounts

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to NejeH Yusuf. As part of our analysis, we identified and included available credit card payments and included them in our analysis. Through our analysis a total amounting to \$100.00 of credit card payments from NejeH Yusuf using Partnership funds were identified for the period covered. The following table summarizes the credit card payments identified and/or attributable to NejeH Yusuf for the periods covered:<sup>82</sup>

<sup>81</sup> Refer to Table 46A and 46B.

<sup>82</sup> Refer to Table 47.

3713 845112 22043	\$ -	\$ -	\$ -	\$ -
5856 37074060 8949	100.00	-	-	100.00
W42461520112021520496	-	-	-	-
6011004490115777	-	-	-	-
4246152011202152	-	-	-	-
4566-162-4297-7922	-	-	-	-
4271382963294950	-	-	-	-
5466160242977922	-	-	-	-

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Summary**

As a result of the lifestyle analysis we can conclude that NejeH Yusuf withdrew partnership funds totaling \$113,098.21 from January 1994 to December 2012. This total is net from any ticket or check already considered in the other classifications above.

**Result**

According to the information presented above, NejeH Yusuf's Partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$924,575.88.<sup>83</sup>

**5.2.3 Maher Yusuf (son of Fathi Yusuf)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of Maher Yusuf. In the following table we summarize the checks identified as withdrawals attributable to Maher Yusuf for the periods covered amounted to \$127,759.22:<sup>84</sup>

<sup>83</sup> Refer to Table 48.

<sup>84</sup> Refer to Table 49A and 49B.



Plaza Extra #312010	\$ -	\$ -	\$ -	\$ -
Plaza Extra #65811	5,818.05	-	-	5,818.05
Plaza Extra #191-063789	-	121,941.17	-	121,941.17

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that Partnership distributions to Maher Yusuf related to cash withdrawals amounted to \$158,850.00 for the covered period. In the following table we summarize the cash withdrawals of Partnership funds identified and/or attributable to Maher Yusuf for the periods covered:<sup>85</sup>

	\$ 12,540.00	\$ 146,310.00	\$ -	\$ 158,850.00
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**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be Partnership distributions for the exclusive benefit of a specific individual, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the partnership accounts to identify any payments to third parties on behalf of Maher Yusuf. Our examination did not reveal any checks made to third parties on behalf of Maher Yusuf from the Partnership accounts, therefore no Partnership distributions were identified that would require any adjustment from checks issued to third parties on behalf of Maher Yusuf for the covered periods.

**d. Payments to attorneys with partnership's funds**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related

<sup>85</sup> Refer to Table 50A and 50B.

to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. The payments to attorneys identified and/or attributable to Maher Yusuf for the periods covered amounted to \$33,714.00.<sup>86</sup>


**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be Partnership distributions for the personal benefit of Maher Yusuf, we examined available cashier's checks issued to Maher Yusuf. Furthermore, we also examined any checks issued to Maher Yusuf from any other related parties and/or entities related to the Partnership. Our examination did not reveal any managers or other checks issued to Maher Yusuf.

**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Maher Yusuf from January 1994 to December 2012 for his personal benefit amounted to \$320,323.22.

**Lifestyle Analysis**

**a. Bank and Investments Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Maher Yusuf. From our examination, we were able to identify that Maher Yusuf deposited Partnership monies/funds in the amount of \$515,169.88 for the covered period.<sup>87</sup>

0182605826	\$ -	\$ -	\$ -	\$ -
045-0364118	473,285.71	41,884.17	-	515,169.88

<sup>86</sup> Refer to Table 51.

<sup>87</sup> Refer to Table 52A and 52B.

We should mention that our analysis included identifying and excluding any deposits which could be identified and/or related to a source other than from the Partnership. In the following table we summarize the deposits identified and/or attributable to Maher Yusuf for the periods covered.

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Maher Yusuf. Our examination did not reveal any credit card payments using Partnership funds for the personal benefit of Maher Yusuf. We only observed receipts of purchases made with the credit card.<sup>88</sup>

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**d. Summary**

As a result of the lifestyle analysis we can conclude that Maher Yusuf withdrew Partnership funds totaling \$515,169.88 from January 1994 to December 2012 for his personal benefit. This total is net from any ticket or check already considered in the other classifications above.

**Result**

According to the information presented above, Maher Yusuf's Partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$835,493.10.<sup>89</sup>

**5.2.4 Yusuf Yusuf (son of Fathi Yusuf)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of Yusuf Yusuf. Our examination did not reveal checks made to the order of Yusuf Yusuf from the Partnership accounts, therefore no Partnership distributions were identified that would require any adjustment from checks issued to the order or on behalf of Yusuf Yusuf for the covered periods.<sup>90</sup>

<sup>88</sup> Refer to Table 53A and 53B.

<sup>89</sup> Refer to Table 54.

<sup>90</sup> Refer to Table 55.

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify ~~all monies with~~ withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that Partnership distributions to Yusuf Yusuf related to cash withdrawals amounted to \$21,485.55 for the covered period. In the following table we summarize the cash withdrawals identified and/or attributable to Yusuf Yusuf for the periods covered:<sup>91</sup>

	\$ 19,985.55	\$ 1,500.00	\$ -	\$ 21,485.55
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We should mention that a number of the cash withdrawals identified and attributed to Yusuf Yusuf during our examination were not dated, nonetheless, such withdrawals were reasonably determined to be amounts withdrawn from Partnership funds for his personal benefit during the periods covered.

**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be Partnership distributions, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Yusuf Yusuf. In the following table we summarize the payments to third parties, determined to be for the personal benefit to Yusuf Yusuf for the periods covered amounted to \$9,878.00:<sup>92</sup>

Other Tickets/ Receipts-Yusuf	\$ 1,763.55	\$ -	\$ -	\$ 1,763.55
Receipts - Juan Rosario	8,114.45	-	-	8,114.45

<sup>91</sup> Refer to Table 56A and 56B.

<sup>92</sup> Refer to Table 57.

**d. Payments to Attorneys**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. No payments to attorneys were identified and/or attributable to Yusuf Yusuf for the periods covered.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be Partnership distributions, we examined available cashier's checks issued to Yusuf Yusuf. Furthermore, we also examined any checks issued to Yusuf Yusuf from any of other related parties and/or entities related to the Partnership.

Our examination did not reveal any cashier's checks issued to Yusuf Yusuf. From our review and analysis, we were able to identify \$40,000.00<sup>93</sup> in checks issued to Yusuf Yusuf from other related parties and/or entities related to the Partnership which were considered to be distributions from the Partnership. In the following table we summarize checks identified and/or attributable to Yusuf Yusuf for the periods covered.

Waleed Hamed #058-00308313	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
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**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Yusuf Yusuf for his personal benefit from January 1994 to December 2012 amounted to \$71,363.55.

**Lifestyle Analysis**

**a. Bank and Investments Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Yusuf Yusuf. Our examination did not reveal any deposits of Partnership funds to bank accounts or brokerage/investment accounts of Yusuf Yusuf.<sup>94</sup>

<sup>93</sup> Refer to Table 58.

<sup>94</sup> Refer to Table 59.

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Yusuf Yusuf. Our examination did not reveal any credit card payments using Partnership funds for the personal benefit of Yusuf Yusuf.<sup>95</sup>

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

**Result**

According to the information presented above, Yusuf Yusuf's total Partnership withdrawals during the years 1994 to 2012 totaled \$71,363.55.<sup>96</sup>

**5.2.5 Najat Yusuf (son of Fathi Yusuf)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of Najat Yusuf. Our examination did not reveal any checks made to the order of Najat Yusuf from the Partnership accounts, therefore no Partnership distributions were identified that would require any adjustment from checks issued to the order or on behalf of Najat Yusuf for the covered periods.

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that distributions of partnership funds to the personal benefit of Najat Yusuf related to cash withdrawals amounted to \$2,000.00 for the covered period. In the following table we summarize the cash withdrawals identified and/or attributable to Najat Yusuf for the periods covered:<sup>97</sup>

<sup>95</sup> Refer to Table 60A to 60C.

<sup>96</sup> Refer to Table 61.

<sup>97</sup> Refer to Table 62.

Withdrawals from the partnership with a signed ticket/receipt	\$ 2,000.00	\$ -	\$ -	2,000.00
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**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be Partnership distributions, we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Najat Yusuf. Our examination did not reveal any checks made to third parties on behalf of Najat Yusuf from the Partnership accounts, therefore no partnership distributions were identified that would require any adjustment from checks issued to third parties on behalf of Najat Yusuf for the covered periods.

**d. Payments to Attorneys**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. No payments to attorneys were identified and/or attributable to Yusuf Yusuf for the periods covered.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be partnership distributions, we examined available cashier's checks issued to Najat Yusuf. Furthermore, we also examined any checks issued to Najat Yusuf from any of other related parties and/or entities related to the Partnership. From our review and analysis, we were able to identify a total of \$48,594.63 in checks issued to Najat Yusuf from other related parties and/or entities related to the Partnership which were considered to be distributions from the Partnership. In the following table we summarize checks identified and/or attributable to Najat Yusuf for the periods covered:<sup>98</sup>

<sup>98</sup> Refer to Table 63.

Funds withdrawn by cashier's checks	\$ 48,594.63	\$ -	\$ -	\$ 48,594.63
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**f. Summary**

As a result of our review we can conclude that the Partnership monies withdrawn by Najat Yusuf for his personal benefit from January 1994 to December 2012 amounted to \$50,594.63.

**Lifestyle Analysis**

**a. Bank and Investments Accounts**

Our examination entailed reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Najat Yusuf. From our examination, we were able to identify that Najat Yusuf deposited monies/funds in the amount of \$85,400.00 for the covered period.<sup>99</sup>

We should mention that our analysis included identifying and excluding any deposits which could be identified and/or related to a source other than from the partnership. In the following table we summarize the deposits identified and/or attributable to Najat Yusuf for the periods covered.

45607916	\$ 85,400.00	\$ -	\$ -	\$ 85,400.00
0182607735	-	-	-	-

**b. Credit Card Accounts**

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Najat Yusuf. Our examination did not reveal any credit card payments using Partnership funds for the personal benefit of Najat Yusuf.

**c. Adjustments**

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

<sup>99</sup> Refer to Table 64.



**d. Summary**

As a result of the lifestyle analysis we can conclude that Najat Yusuf withdrew Partnership funds totaling \$85,400 from January 1994 to December 2012 for his personal benefit. This total is net from any ticket or check already considered in the other classifications above.

**Result**

According to the information presented above, the withdrawals of Partnership funds for the personal benefit of Najat Yusuf during the years 1994 to 2012 totaled \$135,994.63.<sup>100</sup>

**5.2.6. Zayed Yusuf (son of Fathi Yusuf)**

**Partnership - monies withdrawn from Supermarkets**

**a. Partnership withdrawals/distributions through checks**

In order to identify all monies withdrawn from the Partnership through checks we identified available checks made to the order of Zayed Yusuf. In the following table we summarize the checks identified as withdrawals attributable to Zayed Yusuf for the periods covered amounted to \$2,876.00.<sup>101</sup>

Plaza Extra #65811	\$ -	\$ 2,876.00	\$ -	\$ 2,876.00
Plaza Extra #12010	-	-	-	-

**b. Partnership withdrawals/distributions through cash withdrawals**

In order to identify all monies withdrawn from the Partnership through cash withdrawals we reviewed and analyzed available cash tickets/receipts and cash tickets/receipts ledgers provided from the Partnership. From our examination we determined that distributions of partnership funds to the personal benefit of Zayed Yusuf related to cash withdrawals amounted to \$275.00 for the covered period. In the following table we summarize the cash withdrawals of Partnership funds for the personal benefit of Zayed Yusuf for the periods covered.<sup>102</sup>

<sup>100</sup> Refer to Table 65.

<sup>101</sup> Refer to Table 66A and 66B.

<sup>102</sup> Refer to Table 67.

Withdrawals from the partnership with a signed ticket/receipt	\$ 275.00	\$ -	\$ -	\$ 275.00
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**c. Payments to third parties through checks or cash tickets/receipts**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to third parties which could be construed to be Partnership distributions; we examined available checks, cash tickets/receipts and cash tickets/receipts ledgers of the Partnership accounts to identify any payments to third parties on behalf of Zayed Yusuf. Our examination did not reveal any checks made to third parties on behalf of Zayed Yusuf from the Partnership accounts, therefore no Partnership distributions were identified that would require any adjustment from checks issued to third parties on behalf of Zayed Yusuf for the covered periods.

**d. Payments to Attorneys**

In order to identify and/or detect any disbursements from the Partnership on behalf of the Partners, family members and/or their agents to attorneys which could be construed to be partnership distribution to a specific Partner, we examined a number of payments for legal services not related to the Partnership that were identified and we included in our analysis, since the Partners had no agreement to pay such expenses with Partnership funds. No payments to attorneys were identified and/or attributable to Zayed Yusuf for the periods covered.

**e. Funds withdrawn by cashier's checks**

In order to identify any additional monies withdrawn through other sources not directly identifiable through the Partnership or directly linked to the Partnership which could be construed to be Partnership distributions, we examined available cashier's checks issued to Zayed Yusuf. Furthermore, we also examined any checks issued to Zayed Yusuf from any of other related parties and/or entities related to the Partnership. Our examination did not reveal any managers or other checks issued to Zayed Yusuf.

**f. Summary**

As a result of our review we can conclude that the Partnership monies distributed for the personal benefit of Mr. Zayed Yusuf from January 1994 to December 2012 amounted to \$3,151.00.

### Lifestyle Analysis

#### a. Bank and Investments Accounts

Our examination ~~entailed~~ reviewing and analyzing all known and available bank accounts and brokerage/investment accounts of Zayed Yusuf. Our examination did not reveal any deposits to bank accounts or brokerage/investment accounts of Zayed Yusuf.

#### b. Credit Card Accounts

Our examination entailed reviewing and analyzing all known and available credit card accounts belonging to Zayed Yusuf. Our examination did not reveal any credit card payments using Partnership funds for the personal benefit of Zayed Yusuf

#### c. Adjustments

In order to avoid double counting of amounts identified as withdrawals and/or distributions in our lifestyle analysis, we obtained salaries and wages for the Partners, family members and their agents from Partnership records. Those that we were able to identify as salaries and wages were adjusted.

### **Result**

According to the information presented above, Zayed Yusuf's Partnership withdrawals for his personal benefit during the years 1994 to 2012 totaled \$3,151.00.<sup>103</sup>

### **6. PARTNERSHIP FINAL BALANCES FOR LIQUIDATING PURPOSES**

As previously indicated, we were requested to review the accounting of the Claims Reserve Account and the Liquidating Expenses Account and the proposed distribution of the remaining funds and/or net assets of the Partnership pursuant to the Wind Up Order and Plan.<sup>104</sup> The review included taking into consideration the Partnership Accounting and the final Balance Sheet prepared by Gaffney as of August 31, 2016.<sup>105</sup> The Partnership Accounting includes the accounts of Plaza Extra-East, Plaza Extra-West, and Plaza Extra-Tutu Park.

Any Partnership withdrawals/distributions previous to Gaffney's appointment were not included in his accounting, therefore, our work was aimed to identify withdrawals construed to be Partnership distributions and to incorporate them to Gaffney's accounting in order to provide an Adjusted Partnership Accounting.

<sup>103</sup> Refer to Table 68.

<sup>104</sup> Refer to Exhibit 18, Final Wind Up Plan of the Plaza Extra Partnership.

<sup>105</sup> Refer to Exhibit 19.

As part of our review of the balance sheet provided by Gaffney as of August 31, 2016 we verified that the journal entries related ~~to the transfer~~ and disposition of the Plaza Extra Stores as approved and ordered by the Court were appropriately accounted for. From our review, no significant exceptions were noted; therefore, we concluded that the accounting related to the transfer and disposition of the Plaza Extra Stores was adequate.

We reviewed the balance sheet account balances and in our judgment no significant findings were noted that would need to be reported and/or adjusted. We also reviewed that the disbursements authorized by the Court were appropriately accounted for in the general ledger and no exceptions were noted. Furthermore, we reviewed the journal entries related to the Claims Reserve Account and no exceptions were noted. The Balance Sheet provided by Gaffney was used as our basis for the Partnership Accounting for final distribution.

Net assets available for distribution amounted to \$8,789,652.25, divided equally between both families; \$4,394,826.13 for the Yusuf family and \$4,394,826.13 Hamed family.

#### **7. CONCLUSIONS AND FINAL ALLOCATION RECOMMENDATIONS TO BALANCE HISTORICAL WITHDRAWALS**

We applied the direct and indirect methods as part of our procedures to identify any withdrawals and/or distributions that could be construed to be Partnership distributions not previously identified as such. Through our analysis we were able to restate the net assets to be distributed among the Partners and such net amount was divided on a fifty-fifty basis. In essence, the amount to be distributed per Partner was adjusted by the distribution and/or withdrawals identified through our work which were not originally accounted for as Partnership distributions.

In the following table we summarize the adjustments that were identified as the result of our work and that were construed to be Partnership distributions not accounted for in the Balance Sheet provided by Gaffney. We conclude that as a result of the withdrawals in excess, and to equalize the Partnership Distributions the Hamed family will need to pay \$9,670,675.36 to the Yusuf family:

	Partnership Withdrawals		
	Hamed	Yusuf	Total
Withdrawals from Supermarkets -	\$ 13,553,076.27	\$ 8,354,410.77	\$ 21,907,487.04
Lifestyle Analysis	14,938,589.07	795,903.85	15,734,492.92
Total Withdrawals	28,491,665.34	9,150,314.62	<u>\$ 37,641,979.96</u>
Credit for withdrawals in excess	<u>(9,670,675.36)</u>	<u>9,670,675.36</u>	
Total Allocation to equalize partnership withdrawals	<u>\$ 18,820,989.98</u>	<u>\$ 18,820,989.98</u>	

The amounts to equalize the withdrawals should be included in the "Proposed Distribution Plan" with the additional claims to be presented by the Defendants.

**8. SIGNATURE**

This report has been prepared under the direction of Fernando Scherrer, CPA, CIRA, CA, MBA, Managing Shareholder of BDO Puerto Rico, P.S.C. Neither the professionals who worked on this engagement, nor the shareholders of BDO Puerto Rico, P.S.C. have any present or contemplated future interest in the Partnership, as herein defined, or in reference to the owner, nor any personal interest with respect to the parties involved, nor any other interest that might prevent us from performing an unbiased analysis. Our compensation is not contingent on an action or event resulting from the analysis, opinions, or conclusions in, or the use of this report.

This report was prepared for the specific purpose described above and is not to be copied or made available to unrelated parties without the express written consent of BDO Puerto Rico, P.S.C. We did not use the work of one or more outside specialists to assist during this engagement. We have no obligation to update this report for information that comes to our attention after the date of this report.

BDO PUERTO RICO, P.S.C.



Fernando Scherrer, CPA, CIRA, CA, MBA

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U.S. Department of Justice

United States Attorney

District of the Virgin Islands

VIA U.S. MAIL

December 28, 2004

DEC 31 2004

Randell P Andreozzie, Esq.  
Marcus, Andreozzie & Fichess  
6255 Sheridan Way  
Suite 302  
Williamsville, NY 14221

Re: United States v. Fathi Yusuf et al., Cr. No. 2003-147

Dear Counsel:

Enclosed please find copies of the government's draft summary schedules in the above-referenced case. Please note that these schedules are in draft form only and may be subject to change depending upon evidence introduced at trial. The government may also produce additional schedules as needed. Also, enclosed please find the curriculum vitae of the summary/expert witness the government intends to call at trial.

Having complied with its Rule 16, Fed. R. Crim. P. discovery obligations, the government requests reciprocal discovery of any photograph books, papers, documents, data, photographs, tangible objects, buildings or places, or copies or portions of any of these items to the extent the item is within the defendant's control and the defendant intends to use the item in the defendant's case-in-chief at trial. The government further requests a written summary of any testimony that the defendant intends to use under Rules 702, 703 or 705 of the Federal Rules of Evidence. The government also requests, pursuant to Rule 12.1(a), Fed. R. Crim. P. that the defendant notify the government of any intended alibi defenses to the charges in the third superceding indictment.

If you have any questions or concerns regarding this matter, please do not hesitate to call me (202) 514-1125.

Yours sincerely,

ANTHONY J. JENKINS  
UNITED STATES ATTORNEY

By: William J. Lovett  
William J. Lovett  
Trial Attorney

Enclosure as stated

HAMD629722





US Government Calculation of Additional Income to Fathi Yusuf, Wally Hamed and Willie Hamed from January 4, 2005 Draft Bates Number FY 009991-  
(Overage to Fathi Yusuf was \$4.646 Million)

	1996	1997	1998	1999	2000	2001	Total
1996-2001 Additional Income for Fathi Yusuf	\$ 2,939,822.40	\$ 301,230.42	\$ 2,231,582.09	\$ 5,413,214.70	\$ 7,286,897.12	\$ 7,756,376.54	\$ 25,929,123.27
1996-2001 Additional Income for Wally Hamed	\$ 4,868,283.17	\$ 1,696,282.02	\$ 3,619,176.42	\$ 1,981,853.48	\$ 8,647,150.59	\$ 382,618.63	\$ 21,195,364.31
1996-2001 Additional Income for Willie Hamed		\$ 14,700.00	\$ 16,300.00	\$ 25,189.00	\$ 31,293.00		\$ 87,482.00
							\$ -
							\$ -
<b>Overage Obtained by Fathi Yusuf over Hameds</b>	\$ (1,928,460.77)	\$ (1,409,751.60)	\$ (1,403,894.33)	\$ 3,406,172.22	\$ (1,391,546.47)	\$ 7,373,757.91	\$ 4,646,276.96

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**Yusuf Withdrawal of Cash Via Plaza Extra Checks**

<b>Criminal Case Bates No.</b>	<b>Hamed v Yusuf Bates No.</b>	<b>Date</b>	<b>Amount of Chit</b>	<b>Description</b>	<b>Chit Owner</b>
None	HAMD592648- HAMD592648	2001-11-09	\$20,000.00	Check 11114 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf	Yusuf Check
None	HAMD592649- HAMD592650	2002-06-09	\$50,000.00	Check 12187 written to Fathi Yusuf and signed by Fathi Yusuf for \$50,000 on Plaza Extra Scotiabank account --For house construction	Yusuf Check
None	HAMD592651- HAMD592651	2002-07-23	\$115,150.00	Check No. 12419 written on Plaza Extra Scotiabank account to the Bank of Nova Scotia signed by Fathi Yusuf --For Money Transfer (\$65k to Jamil Abil-Sonymen & Macrble (sp) \$50k)	Yusuf Check
	HAMD592667R- HAMD592668R	2002-09-15	\$20,050.00	Check No. 12692 written on Plaza Extra Scotiabank account to Scotiabank signed by Fathi Yusuf --For Yusuf Turkey (sp)	Yusuf Check
None	HAMD592669- HAMD592669	2002-09-23	\$150,080.00	Check No. 19115 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf	Yusuf Check
None	HAMD592652- HAMD592653	2002-10-03	\$50,000.00	Check No. 12813 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Skyline	Yusuf Check
None	HAMD592670- HAMD592671	2002-10-21	\$100,055.00	Check No. 12944 written on Plaza Extra Scotiabank account to Scotiabank signed by Fathi Yusuf --For Transfer Yusuf	Yusuf Check
None	HAMD592670- HAMD592671	2002-10-24	\$100,055.00	Check No. 12977 written on Plaza Extra Scotiabank account to Scotiabank --For Transfer Yusuf	Yusuf Check
None	HAMD592654- HAMD592654	2002-11-20	\$6,010.00	Check No. 13145 written on Plaza Extra Scotiabank account to the Bank of Nova Scotia signed by Fathi Yusuf	Yusuf Check



**Yusuf Withdrawal of Cash Via Plaza Extra Checks**

<b>Criminal Case Bates No.</b>	<b>Hamed v Yusuf Bates No.</b>	<b>Date</b>	<b>Amount of Chit</b>	<b>Description</b>	<b>Chit Owner</b>
None	HAMD592655- HAMD592656	2002-12-23	\$25,000.00	Check No. 13356 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf  -- For Personal	Yusuf Check
None	HAMD592672- HAMD592672	2003-07-07	\$25,000.00	Check No. 14509 written on Plaza Extra Scotiabank account to Nejeh Yusuf  --For Skyline	Yusuf Check
None	HAMD592673- HAMD592673	2003-07-14	\$25,000.00	Check No. 14564 to Najeh Yusuf for \$25,000, written on Plaza Extra Scotiabank checking account  --For Skyline drive	Yusuf Check
None	HAMD592657- HAMD592657	2003-07-14	\$23,114.00	Check No. 14560 written on Plaza Extra Scotiabank account to Scotiabank signed by Fathi Yusuf  --For Turkey Saymuch (sp) Trading	Yusuf Check
None	HAMD592674- HAMD592674	2003-07-30	\$25,000.00	Check No. 14643 written on Plaza Extra Scotiabank account to Nejeh Yusuf  --For Skyline	Yusuf Check
None	HAMD592675- HAMD592675	2003-08-20	\$25,000.00	Check No. 14787 written on Plaza Extra Scotiabank account to Najeh Yusuf  --For Skyline	Yusuf Check
None	HAMD592676- HAMD592676	2003-09-08	\$25,000.00	Check No. 14889 written on Plaza Extra Scotiabank account to Najeh Yusuf  --For Skyline	Yusuf Check
None	HAMD592658- HAMD592658	2003-09-15	\$25,000.00	Check No. 14922 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf  --Distribution	Yusuf Check
None	HAMD592659- HAMD592659	2004-02-19	\$12,213.45	Check No. 15626 written on Plaza Extra Scotiabank account to Najeh Yusuf and signed by Fathi Yusuf	Yusuf Check

**Yusuf Withdrawal of Cash Via Plaza Extra Checks**

<b>Criminal Case Bates No.</b>	<b>Hamed v Yusuf Bates No.</b>	<b>Date</b>	<b>Amount of Chit</b>	<b>Description</b>	<b>Chit Owner</b>
None	HAMD592660- HAMD592660	2004-05-20	\$25,000.00	Check No. 15765 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592660- HAMD592660	2004-06-14	\$25,000.00	Check No. 15819 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf	Yusuf Check
None	HAMD592677- HAMD592678	2004-07-05	\$25,000.00	Check No. 15857 written on Plaza Extra Scotiabank account to Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592677- HAMD592678	2004-07-08	\$908.40	Check No. 15868 written on Plaza Extra Scotiabank account to Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592661- HAMD592661	2004-07-19	\$14,000.00	Check No. 15891 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592662- HAMD592662	2004-07-29	\$25,000.00	Check No. 15921 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592662- HAMD592662	2004-08-10	\$25,000.00	Check No. 15943 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592663- HAMD592663	2004-08-30	\$25,000.00	Check No. 15975 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592663- HAMD592663	2004-09-20	\$25,000.00	Check No. 16009 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check

**Yusuf Withdrawal of Cash Via Plaza Extra Checks**

<b>Criminal Case Bates No.</b>	<b>Hamed v Yusuf Bates No.</b>	<b>Date</b>	<b>Amount of Chit</b>	<b>Description</b>	<b>Chit Owner</b>
None	HAMD592664- HAMD592664	2004-09-24	\$25,000.00	Check No. 16026 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592664- HAMD592664	2004-10-06	\$10,000.00	Check No. 16039 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf --For Personal	Yusuf Check
None	HAMD592679- HAMD592679	2004-10-21	\$25,000.00	Check No. 16062 written on Plaza Extra Scotiabank account to Najeh Yusuf --For Personal	Yusuf Check
None	HAMD592680- HAMD592680	2004-11-03	\$25,000.00	Check No. 16084 written on Plaza Extra Scotiabank account to Najeh Yusuf --For Personal	Yusuf Check
		<b>Total:</b>	<b>\$1,096,635.85</b>		

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

11114  
101-605/216

DATE 11-9-2001

PAY  
TO THE  
ORDER OF

FATHI YUSUF

\$ 20,000.00

Twenty Thousand and 00/100

DOLLARS



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

FOR

personal

*Fathi Yusuf*

⑈01114⑈ ⑆021606096⑆ 044⑈55312010⑈

⑈0002000000⑈

*Fathi Yusuf*  
55163827

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

30445-002 50  
THE BANK OF NOVA SCOTIA  
LUTU PARK  
ST THOMAS, U.S.V.I.

13356  
101-605/216

PAY  
TO THE  
ORDER OF

*Fathi Yusuf*

DEC 24 2002

DATE 12-23-02

*Twenty five thousand*

*50*

30445-002

*00/100*

\$ 25,000.00

DOLLARS

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



FOR

*Personal*

*Fathi Yusuf*

⑈013356⑈ ⑆021606056⑆ 044⑈55312010⑈



1  
55/63827  
*[Handwritten signature]*

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

13145  
104005210

DATE 11/20/02

PAY  
TO THE  
ORDER OF

Bank of Nova Scotia

\$ 6,010.00

Six thousand ten dollars <sup>00</sup>/<sub>100</sub>

DOLLARS

**Scotiabank**  
THE BANK OF NOVA SCOTIA  
DORVILLE AVENUE  
ST THOMAS, U.S. VIRGIN ISLANDS

*John P. [Signature]*

FOR \_\_\_\_\_

⑆013145⑆ ⑆021606056⑆ 04⑆⑆55312010⑆

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

12944

101-005/216

DATE 10/21/02

PAY TO THE ORDER OF Scotia Bank

\$ 126,155.<sup>00</sup>/<sub>100</sub>

One hundred thousand and fifty five dollars DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CHAMPLAIN ANGLE  
ST. THOMAS, U.S. VIRGIN ISLANDS

*[Signature]*

FOR Transfer Yusuf

⑈012944⑈ ⑆021606056⑆ 044⑈55312010⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

12977

101-005/216

DATE 10-24-02

PAY TO THE ORDER OF Scotia Bank

\$ 100,055.<sup>00</sup>/<sub>100</sub>

one hundred thousand and fifty five DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CHAMPLAIN ANGLE  
ST. THOMAS, U.S. VIRGIN ISLANDS

*[Signature]*

FOR Yusuf Turkey

⑈012977⑈ ⑆021606056⑆ 044⑈55312010⑈

304-B-002  
THE BANK OF NOVA SCOTIA  
ST. THOMAS, NS  
NOV 21 2002  
49  
304-B-002

Confidential

Over # 12824

DEPOSITED TO THE CREDIT OF  
*Direct purchase*  
IN THE BANK OF NOVA SCOTIA  
TUTU PARK MALL CHARLOTTE AMALIE  
ST. THOMAS, NS  
304-B-002  
AUTHORIZED OFFICER

HAMD5921

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

12944

101-885/216

DATE 10/21/02

PAY TO THE ORDER OF Scotiabank

\$ 166,555.<sup>00</sup>/<sub>100</sub>

One hundred thousand and Fifty Five dollar <sup>cc/100</sup> DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CHARLOTTE, N.C. 28202  
ST THOMAS, U.S. VIRGIN ISLANDS

FOR Transfer youre

[Signature]

⑈012944⑈ ⑆021606056⑆ 044⑈55312010⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

12977

101-885/216

DATE 10-24-02

PAY TO THE ORDER OF Scotiabank

\$ 100,055.<sup>00</sup>/<sub>100</sub>

One hundred thousand and Fifty five <sup>cc/100</sup> DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CHARLOTTE, N.C. 28202  
ST THOMAS, U.S. VIRGIN ISLANDS

FOR Yasuf Torkog

[Signature]

⑈012977⑈ ⑆021606056⑆ 044⑈55312010⑈

HAMD5928

DEPOSITED TO THE CREDIT OF

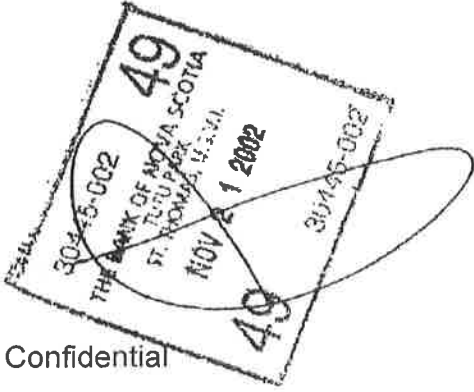
*Grant Purchase*

IN THE BANK OF NOVA SCOTIA  
TUTU PARK MALL CHARLOTTE AMALIE  
ST. THOMAS, U.S.V.I.  
30445-002

*[Signature]*  
AUTHORIZED OFFICER

*Grant # 17821*

Confidential



**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
PO BOX 503358  
ST THOMAS, USVI 00805

12813

101-005/218

PAY  
TO THE  
ORDER OF

*Fathi Yusef*

DATE 10/3/02

\$ 50,000.00

*Fifty thousand dollars* 00/100

DOLLARS

**Scotiabank**  
THE BANK OF NOVA SCOTIA  
CHARLOTTETOWN  
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR (Styptic)

*Fathi Yusef*

⑆012813⑆ ⑆021606056⑆ 044⑆55312010⑆

DEPOSITED TO THE CREDIT OF

*Draft purchase*

TO THE BANK OF NOVA SCOTIA  
TUTU PARK MALL, CHARLOTTE ANNALIE

ST. MONTGOMERY, U.S.V.I.  
30445-002

AUTHORIZED OFFICER

*Draft # 128824*

30445-002  
THE BANK OF NOVA SCOTIA  
ST. MONTGOMERY, U.S.V.I.  
TUTU PARK  
NOV 21 2002  
49  
30445-002



19115

101-446216

DATE: 9/23/02

AMOUNT: \$150,000.00

UNITED CORPORATION DIB/A  
 PLAZA EXTRA  
 TEL (840) 778-8240  
 P.O. BOX 763 C STED  
 SAINT CROIX, USVI 00621-0763

Pay to the order of: *Debi. Yussif*

Amount in words: *one hundred fifty thousand dollars and 00/100*

Scotiabank  
 ST. JOHN'S BRANCH  
 ST. JOHN'S, NL A1B 1X6

FOR: *[Signature]*

⑆019115⑆ 05800065811⑆

DEPOSITED TO THE CREDIT OF  
*Debi Yussif*  
 IN THE BANK OF NOVA SCOTIA  
 ST. JOHN'S  
 AUTHORIZED OFFICER  
*[Signature]*

*[Handwritten signatures and stamps]*

NOTE: THIS CHECK IS VALID FOR DEPOSIT ONLY. IT IS NOT VALID FOR CASH WITHDRAWAL.

72 CHELLY LN  
 ST. JOHN'S, NL A1B 1X6

The following security features (and others not listed) exceed industry standards.

<b>Security Features:</b>	<b>Document appearance if altered:</b>
Security Screen	• Absence or irregular or of "Original Document" screen on back of check
Microprint Signature Line	• Absence of tiny words or dotted line appear in signature line
Chemical Sensitivity	• Colored stains or spots appear with chemical alteration
Padlock Icon	• Absence of padlock icon

Padlock design is a certification mark of Check Payment Systems Association, Inc.

Confidential

HAMD592669

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, USVI 00805

12692  
101-005/216

30445-002 50  
THE BANK OF NOVA SCOTIA  
TUTT PARK  
ST. THOMAS, U.S.V.I.  
SEP 13 2002  
50 30445-002

DATE: 9/15/02

PAY TO THE ORDER OF Scotia bank

\$ 20,050.00

Twenty thousand and fifty

DOLLARS

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

*[Signature]*

FOR Walt Turkey

⑆012692⑆ ⑆021606056⑆ 044⑆55312010⑆

12419

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503356  
ST THOMAS, USVI 00805

101-605/216

DATE <sup>2y.</sup> July, 23 - 2012

PAY  
TO THE  
ORDER OF

The Bank of Nova Scotia

\$ 115,150.00

One Hundred Fifteen Thousand one Hundred Fifty & 1/4

DOLLARS



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

FOR Money transfer to Jamil Abu-sayman

*[Handwritten Signature]*

157,000 - "012419" :021606056: 044 55312010"

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503854  
ST THOMAS, USVI 00805

12187

101-805/216

DATE 6-09-02

PAY  
TO THE  
ORDER OF

FATHI YUSUF

\$ 50,000.00

Fifty Thousand

00/100

DOLLARS



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

FOR House Construction

*[Signature]*

⑈012187⑈ ⑆021606056⑆ 044⑈ 55312010⑈

2-11-1987

9

.

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

14922

101-805/216

DATE 9-15-03

PAY TO THE ORDER OF Fathi Kyrab \$ 25,000.00

Twenty Five Thousand and 00/100 DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CHIFFRETTI AVENUE  
ST THOMAS 113 VIRGIN ISLANDS

FOR Distribution  
⑈014922⑈ ⑆021606056⑆ 044⑈55312010⑈

SEP 1 2003  
46

For Deposit only to  
Acct 55157126  
*[Signature]*

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

30445-002

50

14889

101 605/216

THE BANK OF NOVA SCOTIA  
TUTU PARK SUB-BRANCH  
ST. THOMAS, VI 00805

DATE 9-8-03

PAY  
TO THE  
ORDER OF

*Najeh Yusuf*

SEP 10 2003

\$ 25000.00

*Twenty five thousand dollars*

50

30445-002

100

DOLLARS



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

*[Signature]*

FOR

*Skylinc*

⑈014889⑈ ⑆021606056⑆ 044⑈55312010⑈

*Handwritten notes:*  
M/C # 55163827

14787

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

101-605/216

30445-002

50

DATE July 26, 2003

PAY TO THE ORDER OF

*Aljea Gustaf*  
*Twenty Five*

THE BANK OF NOVA SCOTIA  
TUTU PARK SUB-BRANCH  
ST. THOMAS, U.S.V.I.

2 2003

*cc/100* \$ 25,000.00  
DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CARRIOTE ANGLE  
ST. THOMAS, U.S. VIRGIN ISLANDS

30445-002

*[Signature]*

FOR

*Skylar*

⑆016787⑆ ⑆021606056⑆ 044⑆5312010⑆

*55163827*  
*[Signature]*



UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00005

14643

101-005/216

30445-002 50  
THE BANK OF NOVA SCOTIA  
TUTU PARK BRANCH  
ST. THOMAS, VI  
AUG 01 2003  
50 30445-002

DATE 7-30-03

PAY TO THE ORDER OF

*Nejeh Yusuf*

*Twenty five thousand dollars*

AUG 01 2003

\$ 25,000.00

*100*

DOLLARS

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

FOR

*Skylina*

*[Signature]*

⑆014643⑆ ⑆021606056⑆ 044⑆55312010⑆

*55163827*

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

14564

101-605/216

45-112 50  
BANK OF NOVA SCOTIA  
TO: BRANCH  
45-002

DATE July 14, 2003

PAY TO THE ORDER OF

*Nejeh Yusuf*  
*twenty five thousand*

\$25,000.00

*00/100*

DOLLARS



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

FOR

*Stefanie Drive*

*[Signature]*

⑆014564⑆ ⑆021606056⑆ 044⑆55312010⑆

*[Handwritten signature]*  
55163827

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 008 4

14560

101-605/216

50  
SCOTIA  
-NCH  
-VI  
30445-002


DATE 7/14/03

PAY TO THE ORDER OF

Scotia Bank

\$ 23,114.00 <sup>00/100</sup>

Twenty three thousand one hundred fourteen DOLLARS

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

FOR Turkey Satchel Trading

*[Handwritten Signature]*

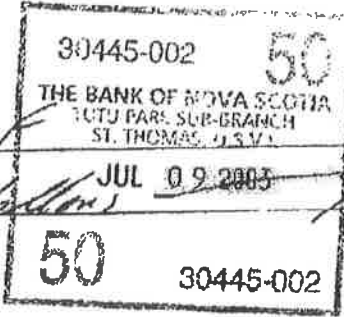
⑈014560⑈ ⑆021606056⑆ 044⑈55312010⑈

*[Handwritten Signature]*

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

14509

101-805/216



DATE 7-7-03

PAY TO THE ORDER OF

*Nejeh Yusuf*

\$ 25,000.00

*Twenty-five thousand dollars*

JUL 09 2003

DOLLARS

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

*[Signature]*

FOR

*Skylia*

⑈014509⑈ ⑆021606056⑆ 044-55312010⑈

*Handwritten notes:*  
11-1-03  
File # 55163827  
CHPM REP

UNited CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

16084

101-605/216

DATE 11-3-04

PAY  
TO THE  
ORDER OF

*Nejeh Yusuf*

\$ 25,000.00

*Twenty five thousand dollars*

*00/100* DOLLARS



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

*[Signature]*

FOR

*Personal*

⑈016084⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002500000⑈

HAMID592679

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
 PO BOX 503358  
 ST THOMAS, VI 00805

16062  
101-605/216

PAY TO THE ORDER OF Nejiba Yusuf DATE 10.21.04

Twenty five thousand dollars \$ 25000.00

/100 DOLLARS

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

FOR Personal

*[Signature]*

⑈016062⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑈0002500000⑈

Confidential

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

16026

101-605/216

PAY  
TO THE  
ORDER OF

DATE 4-24-04

*Faith Yusuf*

\$ 25,000.00

*Twenty Five Thousand and 00/100*

DOLLARS

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

FOR

*Personal*

⑈016026⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑈0002500000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

16039

101-605/216

PAY  
TO THE  
ORDER OF

DATE 10-06-2004

*Faith Yusuf*

\$ 10,000.00

*Ten Thousand and 00/100*

DOLLARS

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

FOR

*Personal*

⑈016039⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑈0001000000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

16026

101-605/216

PAY  
TO THE  
ORDER OF

DATE

4-24-04

Faith Yusuf

\$ 25,000.00

Twenty Five Thousand and 00/100

DOLLARS

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

FOR

Personal

⑈016026⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002500000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

16039

101-605/216

PAY  
TO THE  
ORDER OF

DATE

7-7

10-06-2004

Faith Yusuf

\$ 10,000.00

Ten Thousand and 00/100

DOLLARS

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

FOR

Personal

⑈016039⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0001000000⑈

Confidential

HAMD592664



918

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15943

101-605/216

DATE August 30<sup>th</sup> 2007

PAY TO THE ORDER OF

Fathi Yusuf  
Twenty five thousand

\$ 25,000.00

DOLLARS

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

FOR personal

*[Signature]*

⑈015943⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑈0002500000⑈

15921

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

101-605/216

DATE July 27<sup>th</sup> 2007

PAY TO THE ORDER OF

Fathi Yusuf  
Twenty five thousand

\$ 25,000.00

DOLLARS

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

FOR personal

*[Signature]*

⑈015921⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑈0002500000⑈

910

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00815

15943

101-605/216

DATE August 20<sup>th</sup> 2007

PAY TO THE ORDER OF

Fathi Yusuf  
Twenty Five Thousand

\$25,000.00

DOLLARS

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

FOR personal

*[Signature]*

⑈015943⑈ ⑆021606056⑆ 04455312010⑈ ⑆0002500000⑆

15921

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

101-605/216

DATE July 27<sup>th</sup> 2007

PAY TO THE ORDER OF

Fathi Yusuf  
Twenty Five Thousand

\$25,000.00

DOLLARS

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

FOR personal

*[Signature]*

⑈015921⑈ ⑆021606056⑆ 04455312010⑈ ⑆0002500000⑆

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15975

101-605/216

DATE 9 30 07

PAY TO THE ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand Dollars*

DOLLARS

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

FOR

*personal*

⑈015975⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈000250000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

16009

101-605/216

DATE

*Sept 20 2007*

PAY TO THE ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand*

DOLLARS

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

FOR

*personal*

⑈016009⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈000250000⑈

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
PO BOX 503358  
ST THOMAS, VI 00805

15975

101-605/216

DATE 2 30 07

PAY  
TO THE  
ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand Dollars*

DOLLARS

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

FOR *personal*

*[Signature]*

⑆015975⑆ ⑆021606056⑆ 044⑆55312010⑆

⑆000250000⑆

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
PO BOX 503358  
ST THOMAS, VI 00805

16009

101-605/216

DATE Sept 20 2007

PAY  
TO THE  
ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand*

DOLLARS

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

FOR *personal*

*[Signature]*

⑆016009⑆ ⑆021606056⑆ 044⑆55312010⑆

⑆000250000⑆

**EXHIBIT**

HAMID592661

R

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15891

101-605/216

DATE 7-19-2004

PAY  
TO THE  
ORDER OF

Fath, Yusuf

\$ 14,000.00

Fourteen Thousand and 00/100

DOLLARS



Scotiabank   
THE BANK OF NOVA SCOTIA  
CHARLOTTETOWN  
ST. THOMAS, VIRGINIA

*Fath Yusuf*

FOR Personal

⑈015891⑈ ⑆021606056⑆ 04455312010⑆ ⑆000000000000⑆

HAMID592677

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
 PO BOX 503358  
 ST THOMAS, VI 00805

15868

101-805/216

DATE July 8<sup>th</sup> 2004

PAY TO THE ORDER OF Fathi Yusuf \$ 908.40

Nine hundred eight <sup>40</sup>/<sub>100</sub> DOLLARS

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

FOR personal

⑈015868⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑆0000090840⑆

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
 PO BOX 503358  
 ST THOMAS, VI 00805

15857

101-805/216

DATE July 5<sup>th</sup> 2004

PAY TO THE ORDER OF Fathi Yusuf \$ 25,000.00

Twenty five thousand <sup>00</sup>/<sub>100</sub> DOLLARS

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

FOR personal

⑈015857⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑆0002500000⑆

Confidential

>

*Final Report*  
*by [Signature]*

*Final Report*  
*11/11*

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

*[Signature]*  
HAMD592678

Confidential

*[Signature]*

HAMID592677

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
 PO BOX 503358  
 ST THOMAS, VI 00805

15868

101-805/216

DATE July 8<sup>th</sup> 2004

PAY TO THE ORDER OF Fathi Yusuf \$ 908.40

Nine hundred eight <sup>40</sup>/<sub>100</sub> DOLLARS

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

FOR personal

⑈015868⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑆0000090840⑆

**UNITED CORPORATION**  
**D/B/A PLAZA EXTRA**  
 PO BOX 503358  
 ST THOMAS, VI 00805

15857

101-805/216

DATE July 5<sup>th</sup> 2004

PAY TO THE ORDER OF Fathi Yusuf \$ 25,000.00

Twenty five thousand <sup>00</sup>/<sub>100</sub> DOLLARS

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

FOR personal

⑈015857⑈ ⑆021606056⑆ 044⑈55312010⑈ ⑆0002500000⑆

Confidential





UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15819

101-605/216

DATE 6-14-04

PAY TO THE ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand Dollars*

*00* / 100 DOLLARS

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

*Fathi Yusuf*

FOR

⑈015819⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈000250000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15765

101-605/216

DATE 5-20-2004

PAY TO THE ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand And 00/100*

DOLLARS

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

*Fathi Yusuf*

FOR *personal*

⑈015765⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈000250000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15819

101-605/216

DATE 6-14-04

PAY TO THE ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty five thousand dollars*

*00/100* DOLLARS

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

FOR

⑈015819⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002500000⑈

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15765

101-605/216

DATE 5-20-2004

PAY TO THE ORDER OF

*Fathi Yusuf*

\$ 25,000.00

*Twenty Five Thousand And 00/100*

DOLLARS

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

FOR

*personal*

⑈015765⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0002500000⑈

781

UNITED CORPORATION  
D/B/A PLAZA EXTRA  
PO BOX 503358  
ST THOMAS, VI 00805

15626

101 605/216

DATE Feb 19<sup>th</sup> 2008

PAY TO THE ORDER OF

*Nepht Yusuf*

\$ 12,213.45

*Twelve thousand two hundred thirteen*

*45/100* DOLLARS

Scotiabank  
THE BANK OF NOVA SCOTIA  
CHARLOTTE AMALE  
ST THOMAS, US VIRGIN ISLANDS

*[Signature]*

FOR

⑈015626⑈ ⑆021606056⑆ 044⑈55312010⑈

⑈0001221345⑈