

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

**HAMED'S REVISED NOTICE OF PARTNERSHIP CLAIMS
AND HIS OBJECTIONS TO YUSUF'S POST- JANUARY 1, 2012 ACCOUNTING**

On September 30, 2016, the Plaintiff filed his "Notice of Partnership Claims and Objections" -- as required by the Special Master on August 31, 2016. Defendants have objected to this filing as it contained certain bank account information that they correctly note should have been redacted. As such, the

Plaintiff is hereby filing this revised "Notice of Partnership Claims and Objections" that redacts the problematic information.

In this regard, to assist this Court, the entire September 30th filing and all exhibits have been redacted and are hereby resubmitted -- including this memorandum. Thus, the Clerk's Office can simply replace the entire prior filing with this revised filing, once this Court approves the substitution. A proposed Order for the substitution of the originals with the redacted versions is attached.

As noted above, on August 31, 2016, the Special Master notified the parties by email that by September 30, 2016, they must: (1) "file any objection or disputes any item in the [Yusuf post-2012] accounting" and that (2) "any partner who has a monetary or property claim against the partnership or a partner must file such claim in writing," stating:

Now that the Partnership Accounting is more than 99% completed and have been distributed to the partners, I am giving the partners thirty (30) days, i.e., until September 30, 2016, to [1] file any objection or disputes any item in the accounting. Failure to object or dispute the accounting within said time is a waiver of the right to object or dispute any item contained therein.

Additionally, [2] any partner who has a monetary or property claim against the partnership or a partner must file such claim in writing on or before September 30, 2016. Each claim shall include the date of the activity giving rise to the claim, its factual and/or legal basis, and the relief requested. Failure to file a claim may result in a waiver of the right to make a claim.

The fact that a claim is the subject of a pending civil action does not excuse a partner from raising it in the liquidation process and the failure to raise it in the liquidating process may affect the outcome of the civil action.
EDR, Master.

Although Plaintiff files this objection to both of these directions at this time, the following are also submitted to comply with the Master's Order to the extent possible:

1. An itemized statement of pre-January 1, 2012 partnership claims (**Exhibit A**),
and,
2. An itemized statement of accounting disputes or objections to the November 16, 2015, post-January 1, 2012 accounting (as supplemented by the bi-monthly reports) submitted by Yusuf (**Exhibit B**) along with Hamed's claims for the period as to items not listed in the accounting.

Plaintiff hereby makes specific objections to (1) the requirement that all 1986 to January 1, 2012 partnership claims be filed now, and (2) the requirement that all accounting disputes or objections for Yusuf's post-January 1, 2012 accounting be filed now. Both objections will be first discussed so that the record is clear on these two points.

I. Objections to the requirement that all 1986-2012 partnership claims be filed now.

This case breaks neatly into two time periods based upon Step 4 of this Court's January 7, 2015, *Winding Up Order*,¹ as follows:

- The 1986 to January 1, 2012, time period – from the founding of the partnership to January 1, 2012 (for which no accounting at all has been submitted); and,

¹Step 4: Liquidation of Partnership Assets

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

- the period from January 1, 2012 to the present (this being the only period for which an accounting, albeit insufficient, has been submitted).

While the Master ordered the parties to note their objections to “the Partnership Accounting,” the only accounting that has been provided covers just the period from January 1, 2012, to the present. Thus, Plaintiff objects to having to detail all “partnership claims” from 1986 to 2012, *at this time*, for the following reasons:

1. As a *sine qua non* of final distribution of remaining partnership assets in dissolution, RUPA² first requires an accounting to which contests are then made. There has been no 1986-2012 accounting done yet. Thus, there has been no analysis of the value of the partnership shares with itemized statements of contributions, distribution and claims to which Hamed can respond. It is improper to make the non-accounting partner respond first or even simultaneously;
2. Discovery was halted by the Order of this Court before the Plaintiff could complete discovery on the 1986-2012 claims;³
3. No notice was previously given that the 1986-2012 claims would have to be submitted at this time, prior to a partnership accounting – as Hamed was simply required to respond to the post-2012 accounting that has been submitted or that the Master would be involved in those claims;⁴
4. Disputed partnership claims and any factual issues involving statutes of limitations must be decided by a jury under the VI Supreme Court's ruling in the related case of *United Corporation v. Waheed Hamed*, 2016 WL 154893,

² *Revised Uniform Partnership Act* (“RUPA”) as enacted at 26 V.I.C. §§ 1 *et seq.*

³ The claims from 1987 to January 1, 2012 require payment of more than \$19 million to Hamed plus interest, as detailed in Exhibit A. In addition, 26 V.I.C. § 5 provides: “If an obligation to pay interest arises under this chapter [RUPA] and the rate is not specified, the rate is that specified in Title 11, section 951, Virgin Islands Code.” If Yusuf does not contest those claims, then no additional discovery is necessary.

⁴ Indeed, *Step 4* of the Court's *Winding Up Order* (cited above) explicitly limited Hamed's ability to review records to the 2012-present time period, specifically stating “Hamed's accountant shall be allowed to view all partnership accounting information **from January 2012 to present** and submit his findings to the Master.” No such access was provided or even discussed for the 1986 to 2012 period. (Emphasis added.)

at *7 (Jan. 12, 2016),⁵ and cannot either be decided summarily, or left to the Master rather than the Court without an agreement of the parties. Indeed, the Plaintiff has filed several outstanding motions, including the critical motion as to the statute of limitations that would obviate all pre-2007 claims;⁶ and

5. Plaintiff ~~also has~~ substantial claims related to the non-equitable, non-accounting issues such as breach of duty and wrongful dissolution of the partnership by Fathi. The attempt by Yusuf/United to convert all of the partnership was abject, unadulterated conversion – and additional, non-accounting monetary damages were pleaded. Hamed believes that these are *a priori* fact issues, and must be decided by a trier of fact before final distribution of the remaining assets can take place. The Amended Complaint lists a number of non-accounting damages – and specifically asked, at item 7 of relief, for “[a]n award of compensatory damages against the defendants.” Fees for the litigation occasioned by the breach of the partnership agreement and for wrongful dissolution are not accounting damages and require a jury. See, e.g., *Meyer v. Christie*, No. 07-2230-CM, 2009 WL 3294001, at *1 (D. Kan. Oct. 13, 2009); same on appeal *Meyer v. Christie*, 634 F.3d 1152, 1160–61, 2011 WL 873437 (10th Cir. 2011 same on remand *State Farm Fire & Cas. Co. v. Christie*, No. 10-CV-2699, 2015 WL 751808, at *3 (D. Kan. Feb. 23, 2015); see also *Cratte v. Estabrook*, No. 1 CA-CV 09-0239, 2010 WL 2773372, at *3 (Ariz. Ct. App. July 13, 2010); and *Saint Alphonsus Diversified Care, Inc. v. MRI Associates, LLP*, 148 Idaho 479, 489, 224 P.3d 1068, 1078, 2009 WL 5252829 (2009). Paragraph 38 seeks these additional, non-accounting damages:

⁵ The V.I. Supreme Court has determined that any disputed statute of limitations issue that involves a question of fact, cannot be decided summarily – and *must* be heard by a jury:

. . . the nonmoving party cannot be required to definitively prove its case at summary judgment, or to even provide the most convincing evidence supporting its case. **Its only burden is to submit sufficient evidence to create a genuine issue of material fact for a jury to resolve.** (Emphasis added.)

⁶ On April 27, 2015, this Court issued an Order allowing the Liquidating Partner to distribute \$3,999,679.73 of the partnership's funds to the Liquidating Partner's corporation – United Corporation -- as back rent. This Order was predicated solely on factual determinations by the Court regarding the applicable V.I. statute of limitations. In light of the recent decision of the V.I. Supreme Court specifically prohibiting exactly this type of factual determinations regarding statutes of limitations, that must be submitted to a jury.

38. Mohammad Hamed is also entitled to compensatory damages for all financial losses inflicted by Yusuf on the Partnership and /or his partnership interest. . . .

Similarly, paragraph 41 alleges breach of duty – also a factual issue:

41. United was at the time of the formation of the Partnership, controlled by Yusuf, who, as the partner making such financial arrangements for the Partnership, committed it to do acts and hold funds and property for the Partnership either as an agent, or, alternatively under an agreement or under a trust. United, which is also an alter ego of Yusuf, now refuses to pay over said funds -- which breaches the agreement and the duties due to the Partnership and his Partner.

Indeed, the critical issue here is that prior to the final distribution of remaining partnership assets, RUPA requires that an actual, detailed accounting of the partnership accounts for the period from 1986 to January 1, 2012 be done.

Moreover, if that accounting is impossible, the presumptions with regard to any accounting deficiencies requires disputed issues in such an accounting be decided for the benefit of the non-accounting partner. See, *Frett v. Benjamin*, 2 V.I. 516, 524, 187 F.2d 898, 901 (3d Cir. 1951) (decided when the *Uniform Partnership Act* was in effect here, that in a U.S. Virgin Islands partnership accounting “when accounts are so muddled as to defy straightening out, the court will have to resort to the best evidence available, and the partner to blame for the situation will be penalized by having discrepancies resolved against him”) and see, e.g., *Laurence v. Flashner Medical Partnership*, 206 Ill.App.3d 777 (Ill. App. Ct. 1990).

Hamed believes it is clear that because of the state of the partnership records due to Yusuf's acts and his failures to act, no such 1986-2012 accounting is even

arguably possible.⁷ In *Laurence v. Flashner*, the court stated the general rule in rejecting an “accounting” similar to the one suggested by Yusuf here:

The Uniform Partnership Act provides that a partner has a right to have an accounting ~~as to his~~ interest when he leaves the partnership. (Ill.Rev.Stat.1987, ch. 106½, par. 43.) **An accounting is a statement of receipts and disbursements which should show all of the detailed financial transactions of the business** including a listing of the original contributions and current assets and liabilities of the partnership. [citations omitted]. . . .

The evidence in the instant case does not reveal or suggest that **defendants' production of documents was anything more than an invitation to rummage through selected files. The record fails to establish what the boxes” of documents actually contained. Whether those boxes contained a list of all receipts and disbursements made, the original vouchers, bills, cancelled checks, and a listing of original contributions and current assets and liabilities is not known.** The record does not reveal that defendants prepared or commissioned audits or otherwise explained or documented the manner and method by which the value or allocation of plaintiffs' unit interests in the partnership were determined. **In an action for an accounting, the defendant has the burden to prove that he has been completely frank and honest with his partner, and has made full disclosure.** (*Bakalis v. Bressler* (1953), 1 Ill.2d 72, 115 N.E.2d 323.) Here, defendants argued and the circuit court [incorrectly] concluded that, since many boxes of documents were made available for inspection by plaintiffs, an accounting had been given. (Emphasis added.)

Id. at 565 N.E.2d 146, 1990 WL 186700.

Thus, for the foregoing reasons, the Plaintiff objects to having to file the 1986-2012 “partnership claims” now as ordered by the Master.

⁷ See, *Expert Report of Lawrence Schoenbach*, attached as **Exhibit C**. This is a report done pursuant to the Court's scheduling order – as was the *Expert Report of David Jackson* filed on August 1, 2014. See also the extensive averments of the parties and detailed findings of this Court of record as to Yusuf's exclusive control of the business accounting recited in that Expert Report at footnote 7, pages 8-9.

II. Objections to the requirement that an itemized statement of all accounting disputes or objections to the post-2012 accounting be filed now.

As to the post-January 1, 2012 Yusuf accounting, Hamed objects to the requirement that he submit a full statement of disputes and objections to that accounting *at this time* for two simple reasons:

1. The Court's winding up order of January 7, 2015, required at Step 4, that:

All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master.

Notwithstanding this directive, the partnership's accountant was unwilling or unable to provide access to or supply "all partnership accounting information." Basic information such as vendor invoices, cancelled checks and accounting statements were not available. In a meeting with the Master, this was discussed and Hamed was given the opportunity to *attempt* to secure such information from the banks and vendors. Only 30% of this material has been supplied, and Yusuf's counsel has actively been involved in Hamed not getting information from banks and the vendor subpoenas have not been issued for that reason. See **Exhibit D** (Affidavit of Joel H. Holt with attached subpoenas and correspondence with bank), and;

2. The accountant being paid full-time for the partnership has refused to answer just 130 very specific questions posed by Hamed's CPA's, without which no accurate response to the proposed accounting can be completed. See **Exhibit B-2**, *Expert Report of Jackson Vizcaino Zomerfeld, LLP*.

Indeed, the failure to answer these 130 questions is not only contrary to the spirit of what this Court ordered so that Hamed could understand the "accounting" being submitted by the Liquidating Partner, it is also **required to be provided pursuant to 26 V.I.C. § 73(c)**, which provides that each partner is required to provide the other (or his estate) with all information related to the partnership affairs.

Despite his inability to "view" many of the partnership's accounting, as ordered by this Court, Hamed has attempted to detail his disputes and claims as well as the failures of this 2012-present accounting as best as possible in Exhibit B. This list includes the accounting claims,⁸ but also lists *inter alia* several partnership assets in United's or third-parties' possession that Yusuf, as the Liquidating Partner, made no effort to recover from United, as it was not in his or United's interest to do so:

- The \$2.7 million taken by United and Yusuf in 2012-13 from the partnership account (as documented in this Court's prior findings.)
- The half-million dollar withdrawals by Yusuf in 2012-2013 to pay his own civil lawyers during this case.
- Land in Estate Tutu, St. Thomas, purchased with partnership funds but titled in United's name; and
- Land located at and behind the Plaza East Store purchased with partnership funds

However, the Plaintiff must note his objection to having to submit this list of disputes and objections without the full benefit of being able to get answers that would have possibly made such a complete review possible.

III. Conclusion

As noted, Plaintiff asks to have these objections heard, but out of abundance of caution has attached as Exhibits A and B -- the itemized, detailed statements that the Master directed to be filed, which are filed subject to the objections noted herein.

⁸ Hamed also has additional claims at law for monetary damages relating to conversion, breach of duty and wrongful dissociation which are not included in this list, as they are not accounting claims -- and has brought the third-party claims as claims at law.

Dated: October 17, 2016



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CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of October, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

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LIST OF EXHIBITS

- Exhibit A** Hamed's 1986 to January 1, 2012 claims
- Exhibit A-1** Spreadsheet of Hamed's 1986 to January 1, 2012 Claims w/ exhibits
- Exhibit B** Hamed's January 1, 2012 to present claims
- Exhibit B-1** Spreadsheet of Hamed's January 1, 2012 to present claims
- Exhibit B-2** Expert Report of Jackson Vizcaino Zomerfeld, LLP, a licensed Certified Public Accountant firm in the U.S. Virgin Islands
- Exhibit C** Expert Report of Lawrence Schoenbach, Esq.
- Exhibit D** Declaration of Joel H. Holt, Esq.

EXHIBIT A

HAMED PARTNERSHIP CLAIMS FOR 1986 THROUGH JANUARY 1, 2012

I. Introduction

For the operations of the partnership from *1986 through January 1, 2012*, Hamed makes claims against Yusuf to be re-paid to the Partnership in the amount of \$39,486,280 plus interest as set forth on **Exhibit A-1** hereto, and supported by the documents listed therein. Because one-half of that amount would be distributed to Yusuf, that would result in an actual payment of **\$19,743,140** plus interest due to Hamed from Yusuf.

II. Statement as to Legal Basis of Claims

All of the following claims are made pursuant to *Revised Uniform Partnership Act* ("RUPA") as enacted at 26 V.I.C. §§ 1 *et seq.* and more particularly the rights to (1) have a full accounting of any partnership, (2) the right to have factual determinations as to claims and distributions on non-accounting claims such as wrongful dissolution¹ and, most importantly, (3) the absolute right of a partner to a distribution of his share of the assets or the value of his share as the time of dissolution.

All of the individual claims are amounts wrongfully removed from the partnership by Yusuf – and, therefore, wrongfully excluded from partnership accounting by Yusuf. See 26 V.I.C. § 177 (Settlement of Accounts and Contributions Among Partners):

(a) In winding up a partnership's business, the assets of the partnership, including the contributions of the partners required by this section, must be applied to discharge its obligations to creditors, including, to the extent

¹ See, *Frett v. Benjamin*, 2 V.I. 516, 524, 187 F.2d 898, 901 (3d Cir. 1951) (in a U.S. Virgin Islands partnership accounting "when accounts are so muddled as to defy straightening out, the court will have to resort to the best evidence available, and the partner to blame for the situation will be penalized by having discrepancies resolved against him") and see, e.g., *Laurence v. Flashner Medical Partnership*, 206 Ill.App.3d 777 (1990).

permitted by law, partners who are creditors. **Any surplus must be applied to pay in cash the net amount distributable to partners in accordance with their right to distributions under subsection (b) of this section.**

(b) Each partner is entitled to a settlement of all partnership accounts upon winding up the partnership business. In settling accounts among the partners, profits and losses that result from the liquidation of the partnership assets must be credited and charged to the partners accounts. The partnership shall make a distribution to a partner in an amount equal to any excess of the credits over the charges in the partner's account. . . .(Emphasis added.)

See also Wise v. De Werd, 5 V.I. 493, 358 F.2d 389, 392 (3d Cir. 1966) (on dissolution partner "is entitled to have the joint venture formally declared dissolved and upon dissolution to receive" his accurately accounted share.)

III. Statement of the Factual Nature of Each of the Individual Claims

A. U.S. Attorney's Analysis (ex-FBI) of the disparity of amounts distributed to Yusuf compared to amounts distributed to Hamed in 1996-2001 (Spreadsheet Item 002)

After United and the criminal defendants were charged, the FBI and the U.S. Attorney's Office released a detailed accounting and analysis of funds covertly removed from the partnership during the period from 1996 to 2001. On January 4, 2005, the Government produced a document which shows the amount Fathi Yusuf or his family received in cash or transfers skimmed from the Partnership stores without being recorded in the business accounting – and the amount Hamed or his family similarly received. See Exhibit 9000, Bates numbered draft, HAMD629722-HAMD630014. (Although the cover denotes a draft, the document is accompanied by extensive, line-by-line, date-specific supporting records from offshore banks, wire transfers and other means by which funds were removed. As the amount of those records exceeds many binders, they can be supplied on CD if the Court so desires. It is this extensive documentary evidence upon

which Hamed relies.) A year-by-year summary and totaling of these findings, provided by Hamed, is Exhibit 9001. It may not be a complete 1996-2001 accounting, but pursuant to Frett, it is arguably “the best evidence available” for those years.

The document was prepared as part of the criminal case 2003-147 and was used to calculate the amount of tax United failed to pay on behalf of the partnership in its criminal settlement, conviction and allocution in that case. The amount of the disparity was \$ 4,646,276.96 overage to Yusuf. This amount, plus interest, is due to Hamed.

US Government Calculation of Additional Income to Fathi Yusuf, Wally Hamed and Willie Hamed from January 4, 2005 Draft Bates Number FY009991-
(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
							\$
Overage Obtained by Fathi Yusuf over Hameds	\$ (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

B. Additional Amounts Deposited to Yusuf Family Member 1996-2001 (Spreadsheet Items 001, 006, 011, 012, 013, 014, 015, 016)

In addition, the following amounts are shown, to have been deposited to accounts of Yusuf family members:

1. Amal Yusuf

Banco Popular account, no. [REDACTED] (May -Nov. 2000, Sept. 2001);
Scotia account, no. [REDACTED] (May-July 2000, July 2001)

2. Hoda Yusuf

Banco Popular account, no. [REDACTED] (May-Oct. 2000, Sept. 2001);
Virgin Islands Community Bank account, no. [REDACTED] (July-Sept. 2000,
May-June 2001); Bank of St. Croix account, no. [REDACTED] (May, Aug.,
Sept. 2000)

3. Najat Yusuf

Scotia account, no. [REDACTED] (Apr.-Dec. 1999, Jan.-July 2000);VI
Community Bank account, no. [REDACTED] (Jan., May-Sept. 2000)

4. Mike Yusuf

Scotia account, no. [REDACTED] (Feb-July, Sept.- Dec. 1996,
Jan.-Aug. 1997, 1998-2001, Jan.-Feb. 2002)

See the following supporting documents:

3001-a-001-b--Summary - PE Money to Amal-Hoda-Najat-Mike
3001-b-011-a--Hoda Yusuf Banco Acct no [REDACTED]
3001-c-012-a--Hoda Yusuf VIC Acct no [REDACTED]
3001-d-013-a--Hoda Yusuf BSTX Acct no [REDACTED]
3001-e-014-a--Amal Yusuf Banco Acct no. [REDACTED]
3001-f-015-a--Amal Yusuf Scotia Acct no. [REDACTED]
3001-g-006-a--Najat Yusuf Scotia Acct no [REDACTED]
3001-h-016-a--Najat Yusuf VICB Acct no [REDACTED]
3001-i-001-a - Mike Yusuf Scotia Acct no [REDACTED]

C. Post-Raid Checks to Fathi Yusuf: for Non-Partnership Sums in 2001-2011 (Spreadsheet Items 020, 023, 024, 025, 026, 027, 028, 029, 030, 031, 034, 035, 036, 037, 038, 039, 040, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057)

Even after the period when receipts and accountings were mutually destroyed and obfuscated, during the period after criminal charges were brought , Fathi Yusuf negotiated checks to himself in the total amount of \$1,096,635.85 as follows – the dates and amounts are set forth on the individual checks:

1. Document 3004-a-020-b which is a Summary of those Yusuf checks
2. Document 3004-b-1 to 3004-b-zz07 which is each of the individual checks

**D. Gift of Partnership Funds to Nejeih Yusuf for Car
(Spreadsheet Item 347)**

On October 26, 2004, Fathi Yusuf wrote a check to Nejeih Yusuf (ck. No. 16073-STT operating acct.) from partnership funds to Nejeih Yusuf for reimbursement of a Toyota Camry. The amount of the check, owed to the partnership, was \$28,900.

**E. Gold and Diamonds the U.S. Government Discovered in Mike Yusuf's Two
Safe Deposit Boxes (Spreadsheet Item 348)**

After the federal government raids, in 2003 diamonds and gold purchased with unaccounted Plaza Extra cash was discovered by governmental authorities in two safety deposit boxes belonging to Mike Yusuf. Hamed asked for detail as to such goods and the source of cash in discovery, but no detail was given. Thus Hamed approximates the value to be \$1,000,000 but requests a deposition of Mike Yusuf.

**F. Isam Yousuf was given \$4.5M in Plaza Extra money to apply toward the
Sixteen Plus mortgage for Diamond Keturah and it was further given to
Manal Yousef (Spreadsheet Item 350)²**

In 1996-1997, Fathi Yusuf supplied Isam Yousuf with \$4.5 million in partnership cash as part of a money laundering operation to avoid the scrutiny of federal marshals. Those funds were then supplied by Isam to Isam's sister, Manal Yousef, who in turn supplied the funds to Sixteen Plus subject to a mortgage. Neither Isam or Manal Yousef contributed any of their own funds, or gave any consideration for the \$4.5 million

² This matter of the sham mortgage is also in civil litigation. A current action, *Sixteen Plus v. Manal Yousef*, SX-16-CV-65, is pending before the Superior Court. In addition, an action is being prepared against Fathi Yousef and others for fraud in attempting to foreclose the sham mortgage and steal the underlying property. If these actions are successful, this claim will be obviated. Because of the current activities attempting to enforce the mortgage, by Yousuf and Yusuf, it is also listed on the post-2012 accounting as a currently pursued claim. With interest, this claim exceeds \$14 million.

mortgage. Fathi Yusuf has now taken over that mortgage for all practical purposes and is trying to collect the whole amount for himself despite his knowledge that the mortgage is a result of 100% Partnership funds and is a sham. Those are partnership funds and should be recovered from Isam and Manal (or the mortgage should be voided.)

The documents which demonstrate this list the specific dates of the transactions and are attached as follows:

- 350-a---HAMD227019-HAMD227020--Isam Yousuf \$100k,
- 350-b--HAMD203062-HAMD203065--1997 02 13 BFC \$2 Mil transfer,
- 350-c--HAMD493359-HAMD493360--1997 02 19 Scotia \$2 Mil transfer,
- 350-d--HAMD204003-HAMD204003--BFC ltr 2 Mil and \$400k cks,
- 350-e--HAMD204004-HAMD204004--1996 08 11 BFC \$2 Mil and 2 \$400k cks, 350-f--HAMD204002-HAMD204002--BFC \$2 Mil wdrawl bank state,
- 350-g--HAMD204060-HAMD204065--BFC \$400k wdrawl bank state,
- 350-h--HAMD204181-HAMD204181--BFC \$400k wdrawl bank state,
- 350-i--HAMD242114-HAMD242115--ltr to BFC re \$2 Mil and \$400k

**G. Options trading losses in Partnership account by Fathi Yusuf
(Spreadsheet Item 354)**

Prior to 2002, Fathi Yusuf lost millions of dollars of the Partnership's funds because he saw himself as a genius in market trading. After losing those millions, he was told by Mohammad Hamed to stop doing so.

After Hamed's permission for such trading was explicitly withdrawn, Yusuf lost more than \$15 million more in unauthorized trading. He stated the following regarding this in his deposition of April 2, 2014, at pp 215-220, in this proceeding (emphasis added):

Q. (Mr. Holt) Okay. Now, did you ever trade any brokerage accounts using money from Plaza Extra?

A. Yeah. .

Q. You did?

A. Yes.

Q. Okay.

A. But wait a minute, the question is, I did it for whom?

Q. Who did you do it for?

A. For Plaza -- for United Corporation.

Q. Okay.

A. For the benefit of Plaza Extra.

Q. Okay. So you did have accounts where --

A. I do not have accounts, sir.

Q. Okay.

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A. United Corporation is the one who own the account.

Q. Okay. And did you actually trade options as part of that?

A. Yes.

Q. And did you lose money trading options?

A. The company lose money. I didn't lose nothing.

Q. Okay. How much do you think the company lost?

A. I don't know.

Q. Millions?

A. Millions.

Q. Did there come a time that you were actually told to stop trading options on the United account?

A. I think once, one time.

Q. And did you -- did you agree to stop trading the options?

A. Yes.

Q. And did you, in fact, stop trading the options?

A. No.

Q. Why not?

A. Because I was told by the father in the presence of Wally, and then later in about two, three weeks, one month, I was able to convince Wally to resume trading, hopefully that we will return back our loss. And he said he have no problem. But the question is, Attorney Holt, I hardly make any deposit to that account. All deposit being

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made by Wally Hamed. That's mean, with his absolute approval. If I lose it, I'm sorry. That's bad luck.

Q. Okay. And, in fact, after you were asked by Mohammad Hamed to stop trading options, didn't you lose 20 -- \$18 million in -- in -

A. Sir, whatever I lose, I did not make the deposit. His son is the one -- his son is the one make the deposit. His son is on the check to Merrill Lynch.

Q. So regardless of who made the deposit to Merrill Lynch, after Mohammad Hamed told you to stop trading, you lost 18 million trading options on the Plaza Extra account.

A. Sir, sir, -

Q. Isn't that correct?

A. -- when I bought property for about 25 million, and worth now over a hundred million, I did not consult with Mohammad Hamed. I'm willing to make a trade now. I'll give him back his money plus 10-percent profit. He give me back all the property I bought, and I don't need -- I mean, I'll give him 10-percent profit in his investment, and deduct it from the properties I bought.

Q. Okay.

A. There's a lot of property, you know. I bought 2,000 -- two -- two -- how much? 578 acre at two-and-a-half million dollar, and now the same is worthing 25 million. I bought Mandela Circle for 2 million. I been offered by
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Walgreen, 10 million. Hey, wait a minute. I mean, if you want one for one, I will give him 10-percent profit. What else you want? But I'm not responsible, I am not playing big because I make him a fortune in the land. If I'm not getting any extra by buying him a dollar and turning it into ten dollar, then I should not be punished by losing money in the stock market, sir.

Q. Okay. Now -

A. Hey, hey. High risk. High reward, high risk. You want reward, you have to be facing the risk. If you don't want the reward, I guarantee you, there will be no risk. And the man choose to have reward and risk. I can't be responsible for the risk, and now all the reward is his. That's not fair.

Q. Okay. Now, having said all that, isn't it true, after -- after Mohammad Hamed told you to stop trading options, you lost \$18 million in a brokerage account of Plaza Extra funds?

A. I don't know. Maybe not. I don't know. I don't think we have \$18 million to lose.

Q. How much do you think -

A. Ask the one who make the deposit. His son, he have more confident in his son than me.

Q. Okay. If his son -

A. Ask his son.

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Q. If his son deposited \$18 million, and you traded the options and the account went to zero, you would have lost the \$18 million, right?

A. If I have it?

Q. No, no, not that you have it. That you traded the options out of the Plaza Extra account from the deposit Wally made, and lost all that money.

A. For Plaza Extra interest.

Q. Okay. So you lost \$18 million of Plaza Extra's money trading options.

A. Uh-huh. Yeah. Give me back my -- give me -- I'll give you, the property I bought, I'm willing to give you back all your money. Turn the property to me. There's no pick and choose here. Go to the judge, honorable judge, he's going to tell you the same thing. I been in charge. There's no guarantee I make money, I lose money.

Hamed cannot be more specific on dates and accounts as, despite repeated requests in discovery for additional detail and records, none have been produced – and Yusuf failed to respond in deposition.

H. Plaza Extra funds were used to pay the United Shopping Center's gross receipt taxes (GRTs) (Spreadsheet Items 003, 004, 005, 010, 019, 022, 033, 043, 060, 063, 066, 069, 072, 076, 083, 091)

It is undisputed that from 2001 through 2011, Plaza Extra partnership funds were used to pay the United Shopping Center's gross receipt taxes on the non-grocery (solely Yusuf owned) portions of the property. This can be seen in documents 3002-a thru 3002-j – United's tax returns. Despite repeated requests in discovery for additional detail and records, none had been produced.

I. Amount paid in attorneys' fees by the partnership for the criminal case (Spreadsheet Item 346)

Yusuf and United operated a money laundering / tax avoidance operation at a time when Fathi Yusuf was in what both he and the Court have described as *exclusive control of the business activities of the partnership*. See *Expert Report of Lawrence Schoenbach*.³ The Court found and as the Hameds and Yusuf have repeatedly testified, Fathi Yusuf, not the Hameds exclusively controlled business accounting.

³ *Expert Report of Lawrence Schoenbach*, attached as Exhibit C to Hamed's Objections, as to the extensive statements of the parties and the detailed findings of this Court as to

In addition to fines and penalties occasioned by his exclusive control, the partnership was forced to pay \$11,728,287 in attorneys fees. The specific dates and payees can be seen on documents 346-a--HAMD630015-HAMD630020 and 346-b-zz76 – Group Exhibit of Those Checks.

J. Cost of House (Spreadsheet Item 017)

In 2000, Fathi, Mike, Neje and Yusuf Yusuf used Plaza Extra resources to build his St. Thomas home. This included PE materials, PE shipping containers, PE labor, PE freight from Turkey, and PE trucking. Despite repeated requests in discovery for additional detail and records, none had been produced.

K. Claims Based on 1986-2001 Accounting

As noted above, Hamed has not been provided with any accounting by the Dissolution Partner for the years 1986-2001 which, he assumes, would provide details on the partnerships earnings and profits, what funds Fathi Yusuf/United withdrew and where those funds went. Hamed therefore makes claims for all such amounts but cannot quantify them.

L. Claims Based on Monitoring Reports/Accounting 2001-2012

As noted above, Hamed has not been provided with any accounting by the Dissolution Partner for the years 2001-2012. Nor has he been provided with the federal monitoring reports which, he assumes, would be part of the notes to any such accounting and would provide details on what funds Fathi Yusuf/United withdrew and where those

Yusuf's "exclusive" control of the business accounting recited in that Report at footnote 7, pages 8-9.

funds went. Hamed therefore makes claims for all such amounts but cannot quantify them.

M. Loss of Assets due to Wrongful Dissolution

As plaintiff has repeatedly pled and stated, the dissolution was wrongful. It was conversion of all of the partner's assets. Under RUPA, that is to be held against the partner that acted wrongfully. This includes the right to continue the partnership.

A-1

EXHIBIT A-1 List of Hamed's Claims from 1987 to January 1, 2012 with Referenced to Attached Exhibits				
Item #	Date	Description	Total Amount of Due from Yusuf to Partnership	Attached Exhibits
3001	1999-2002	<p>Plaza Extra money deposited in the accounts of the Yusufs:</p> <p>-Amal -Banco Popular account, no. [REDACTED] (May -Nov. 2000, Sept. 2001); Scotia account, no. [REDACTED] (May-July 2000, July 2001)</p> <p>-Hoda - Banco Popular account, no. [REDACTED] 8 (May-Oct. 2000, Sept. 2001); Virgin Islands Community Bank account, no. [REDACTED] (July-Sept. 2000, May-June 2001); Bank of St. Croix account, no. [REDACTED] (May, Aug., Sept. 2000)</p> <p>-Najat - Scotia account, no. [REDACTED] (Apr.-Dec. 1999, Jan.-July 2000);VI Community Bank account, no. [REDACTED] (Jan., May-Sept. 2000)</p> <p>-Mike - Scotia account, no. [REDACTED] (Feb-July, Sept.- Dec. 1996, Jan.-Aug. 1997, 1998-2001, Jan.-Feb. 2002)</p> <p>[Combined item #s 001, 006, 011, 012, 013, 014, 015, 016]</p>	\$886,179.86	<p>3001-a-001-b--Summary - PE Money to Amal-Hoda-Najat-Mike</p> <p>3001-b-011-a--Hoda Yusuf Banco Acct no [REDACTED]</p> <p>3001-c-012-a--Hoda Yusuf VIC Acct no [REDACTED]</p> <p>3001-d-013-a--Hoda Yusuf BSTX Acct no [REDACTED]</p> <p>3001-e-014-a--Amal Yusuf Banco Acct no. [REDACTED]</p> <p>3001-f-015-a--Amal Yusuf Scotia Acct no. [REDACTED]</p> <p>3001-g-006-a--Najat Yusuf Scotia Acct no [REDACTED]</p> <p>3001-h-016-a--Najat Yusuf VICB Acct no [REDACTED]</p> <p>3001-i-001-a - Mike Yusuf Scotia Acct no [REDACTED]</p>
3002	2001-2011	<p>Plaza Extra funds were used to pay the United Shopping Center's gross receipt taxes (GRTs)</p> <p>For analysis, this item covers the years 2001-2011</p> <p>[Combined item #s 003, 004, 005, 010, 019, 022, 033, 043, 060, 063, 066, 069, 072, 076, 083, 091]</p>	Unknown	3002-a thru j --2011-2002 United tax returns

¹Note that the chits are not included in this document -- they have been accounted for in a separate document

Hamed General Damages¹

Item #	Date	Description	Total Amount of Due from Yusuf to Partnership	Attached Exhibits
	2001-2011	Post-Raid Checks written to Fathi for non-Partnership purposes [Combined item #s 020, 023, 024, 025, 026, 027, 028, 029, 030, 031, 034, 035, 036, 037, 038, 039, 040, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057]	\$1,096,635.85	3004-a-020-b--Summary of Yusuf Checks 3004-b-z07--individual checks
3008	2000-2011	Plaza Extra partnership funds were used to pay United's Corporate Franchise taxes [018, 021, 032, 042, 059, 062, 065, 068, 071, 075, 082, 090, 203, 215, 268, 327]	Unknown	3008-a--HAMD630921-HAMD630921--Franchise Fee for United_Wally
3009	2001-2011	Plaza Extra funds were used to pay the United Shopping Center's property insurance [Combined item #s 041, 058, 061, 064, 067, 070, 074, 081, 089, 200, 235, 266, 324]	Unknown	3009-a--Summary Prop Insurance_2003-2011 FINAL 3009-b--Back Up re Property Insur-Shopping Ctr_2003-2011 FINAL
002	1996-2001	January 4, 2005 US Government Analysis shows the amount the Fathi Yusuf owes directly to Mohammad Hamed . Document was prepared as part of the criminal case 2003-147	\$4,646,276.96	002-a-HAMD629722-HAMD630014
017	2000-00-00	Fathi, Mike, NejeH and Yusuf Yusuf used Plaza Extra resources to build his St. Thomas home. This included PE materials, PE shipping containers, PE labor, PE freight from Turkey, and PE trucking	Unknown	Yusufs failed to provide in discovery despite request
346	2004-2011	Amount paid in attorneys fees by the partnership for the criminal case.	\$11,728,287	346-a--HAMD630015-HAMD630020 346-b-zz76--Checks
347	2004-10-26	Fathi Yusuf wrote a check (ck. No. 16073-STT operating acct.) from partnership funds to NejeH Yusuf for reimbursement of a Toyota Camry.	\$28,900	347-a--HAMD243639-HAMD243659
348	2001-2003	Diamond and gold purchased with Plaza Extra money was discovered by governmental authorities in two safety deposit boxes belonging to Mike Yusuf	\$1,000,000	Yusufs failed to provide in discovery despite request

¹Note that the chits are not included in this document -- they have been accounted for in a separate document

Hamed General Damages¹

Item #	Date	Description	Total Amount of Due from Yusuf to Partnership	Attached Exhibits
350		Isam Yousef is given \$4.5M in Plaza Extra money to apply toward the Sixteen Plus mortgage for Diamond Keturah	\$4,500,000	350-a---HAMD227019-HAMD227020--Isam Yousef 100k, 350-b--HAMD203062-HAMD203065--1997 02 13 BFC 2 Mil transfer, 350-c--HAMD493359-HAMD493360--1997 02 19 Scotia 2 Mil transfer, 350-d--HAMD204003-HAMD204003--BFC ltr 2 Mil and 400k cks, 350-e--HAMD204004-HAMD204004--1996 08 11 BFC 2 Mil and 2 400k cks, 350-f--HAMD204002-HAMD204002--BFC 2 Mil wdrawl bank state, 350-g--HAMD204060-HAMD204065--BFC 400k wdrawl bank state, 350-h--HAMD204181-HAMD204181--BFC 400k wdrawl bank state, 350-i--HAMD242114-HAMD242115--ltr to BFC re 2 Mil and 400k
351	2008-10-23	Parcel No. 2-4 Rem. Estate Charlotte Amalie, St. Thomas (1/2 acre in Ft. Milner) is partnership property	\$600,000	351-a--HAMD630172-HAMD630207--Exhibits re Ft Milner Prop
354		Options trading losses in Partnership account	\$15,000,000	Yusufs failed to provide in discovery despite request
TOTALS =			\$39,486,280	

¹Note that the chits are not included in this document – they have been accounted for in a separate document

EXHIBITS TO A

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

DISC OF EXHIBITS

EXHIBITS TO EXHIBIT A

**RE: HAMED'S NOTICE OF PARTNERSHIP CLAIMS
AND OBJECTIONS TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING**

ALSO PROVIDED FOR YOUR EASY DOWNLOAD AT:

<http://www.federal-litigation.com/hamed-Claims.html>

EXHIBIT B

HAMED OBJECTIONS to 2012-PRESENT ACCOUNTING

I. Introduction

For the operations of the partnership from January 1, 2012 through the present, Hamed objects to the accounting submitted by Fathi Yusuf and makes the claims described below against the Yusuf in the amount of \$57,996,790.14. A summary chart of these claims is provided in **Exhibit B-1** and a detailed CPA Expert Report is attached as **Exhibit B-2**.

II. Statement of the Legal Basis for the Individual Claims

All of the following claims are made pursuant to *Revised Uniform Partnership Act* ("RUPA") as enacted at 26 V.I.C. §§ 1 *et seq.* and more particularly the rights to (1) have a full accounting of any partnership,¹ (2) the right to have factual determinations as to claims and distributions on wrongful dissolution and (3) the right of a partner to a distribution of his share of the assets or the value of his share as the time of dissolution.

All of the individual Exhibit B claims are amounts:

- a. wrongfully removed from the partnership by Yusuf – and wrongfully excluded from partnership accounting by Yusuf; or
- b. for which an accurate accounting has not been given or is not possible due to:
 - i. Inaccurate or undocumented accounting entries,
 - ii. Altered or removed documentation
 - iii. Documentation not properly retained or provided; or

¹ See, *Frett v. Benjamin*, 2 V.I. 516, 524, 187 F.2d 898, 901 (3d Cir. 1951) (in a U.S. Virgin Islands partnership accounting under the UPA "when accounts are so muddled as to defy straightening out, the court will have to resort to the best evidence available, and the partner to blame for the situation will be penalized by having discrepancies resolved against him") and see, e.g., *Laurence v. Flashner Medical Partnership*, 206 Ill.App.3d 777 (1990). Fathi Yusuf was the partner who had exclusive control of and responsibility for the accounting. See *Expert Report of Lawrence Schoenbach*, Exhibit C, at footnote 7, pp. 8-9.

EXHIBIT B

- iv. Improper entries and calculation in violation of general accounting practices and standards, and therefore unacceptable for a partnership accounting.

See 26 V.I.C. § 177 (Settlement of accounts and contributions among partners):

(a) In winding up a partnership's business, the assets of the partnership, including the contributions of the partners required by this section, must be applied to discharge its obligations to creditors, including, to the extent permitted by law, partners who are creditors. **Any surplus must be applied to pay in cash the net amount distributable to partners in accordance with their right to distributions under subsection (b) of this section.**

(b) **Each partner is entitled to a settlement of all partnership accounts upon winding up the partnership business. In settling accounts among the partners, profits and losses that result from the liquidation of the partnership assets must be credited and charged to the partners accounts. The partnership shall make a distribution to a partner in an amount equal to any excess of the credits over the charges in the partner's account. . . .(Emphasis added.)**

See also *Wise v. De Werd*, 5 V.I. 493, 358 F.2d 389, 392 (3d Cir. 1966) (On dissolution partner "is entitled to have the joint venture formally declared dissolved and upon dissolution to receive" his accounted share.)

III. Statement of the Factual Nature of Each of the Individual Objections and Claims

Included, as Exhibit B-2 hereto, is the expert report of Jackson Vizcaino Zomerfeld, LLP,² a licensed Certified Public Accountant firm in the U.S. Virgin Islands entitled

² Jackson, Vizcaino Zomerfeld, LLP (JVZ) is a joint venture between David J. Jackson PC and Vizcaino Zomerfeld, LLP (VZ). Jackson Vizcaino Zomerfeld, LLP is a licensed Certified Public Accountant firm in the U.S. Virgin Islands with its headquarters located at 5001 Chandler's Wharf, Christiansted.

VZ is a Certified Public Accounting firm with its headquarters located at 999 Ponce De Leon Blvd., Suite #1045, and Coral Gables, Florida. The Firm was founded in 1988. An organization chart and the backgrounds of those working on the project are included in the *Report*.

“Engagement Report to Joel H. Holt, Esq. c/o Plaza Supermarket Partnership and Subsidiaries.”

The several CPAs and others involved in the review were asked to assess if the financial information received from Fathi Yusuf as the partnership’s accounting and the audit evidence produced by the partnership’s bookkeeper, John Gaffney,³ were accurate and met the criteria generally accepted for business practices. In this connection, they also considered if expenses or transactions were valid business expenses or served a business purpose based on the U.S. Internal Revenue Service Publications 463 and 535.

After their assessment of the financial information and audit evidence received, they cataloged the issues identified, documented the work performed, reviewed John Gaffney’s responses to inquiries, and provided their conclusions on the issues identified.

Each disparity or claim is identified by an item number, the applicable date(s) and supporting documentation. Transactions identified that did not conform to management’s assertions, lacked support, or lacked proper business purpose are detailed in *Attachment III to the Report*. To accomplish this, they:

- Met with and interviewed John Gaffney, Plaza Extra Partnership accountants, bookkeepers, and staff to obtain an understanding of the accounting system and controls
- Met with and interviewed Plaza Extra Partnership managers
- Met with and interviewed the Hameds
- Obtained and reviewed information listed in *Attachment II*
- Reviewed general ledger for strange or unusual transactions (transaction such as duplicate payments, payments to parties in interest, payments to unknown vendors, large or unusual adjustments and journal entries)
- Requested supporting documentation (such as bank statements, cancelled checks, registers, invoices, agreements and other financial records) for transactions listed in *Attachment V*
- Compared financial information to underlying supporting documentation

³ Mr. Gaffney is not a CPA. He is not licensed in the USVI or elsewhere.

- Documented transactions which appear to be improper and those that lack proper business purpose in *Attachment III*

Their financial details and conclusions are listed in that report and are incorporated and set forth as Hamed's objections to the accounting, and his claims -- against the partnership and Yusuf. Some claims were not susceptible to determination of amounts without further documentation.

B-1

EXHIBIT B-1 Summary of Hamed's Accounting Claims for January 1, 2012 to Present

Below is a chart identifying the item number, description of the claim and the amount of the claim. The total of the claims, as reflected in the chart, is \$57,996,790.14. The total amount owed to the Partnership is \$56,163,505.87 and the total amount due KAC357, Inc./Hameds is \$1,833,284.27.

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
3002a	United Shopping Center's gross receipt taxes	\$70,193.20	\$70,193.20	
3003	WAPA deposits paid with Partnership funds	\$272,571.59	\$272,571.59	
3004a	Checks written to Fathi Yusuf for personal use	Pending discovery		
3005/426	John Gaffney's salary, benefits and bonus	\$226,231.62	\$226,231.62	
3006	Partnership funds used to pay Fathi Yusuf's personal legal fees	\$504,590.63	\$504,590.63	
3007	Imbalance in credit card points	\$421,234.62		\$421,234.62
3008a	United's corporate franchise taxes and annual franchise fees	\$2,300.52	\$2,300.52	
3009a	Partnership funds used to pay United Shopping Center's property insurance	\$59,360.84	\$59,360.84	
3010	Vendor rebates	Pending discovery		
3011	Excessive travel and entertainment expenses	\$23,745.24	\$23,745.24	
201	Reimbursement for sale of the Dorthea condo	\$802,966.00		\$802,966.00
210	Hamed payment of taxes during criminal case	\$133,128.00		\$133,128.00
221	Unsubstantiated checks to NejeH Yusuf	\$14,756.46	\$14,756.46	
242	NejeH Yusuf's cash withdrawals from safe	\$53,384.67	\$53,384.67	
244	Reimbursement for Fathi Yusuf withdrawal of funds related to Tutu	\$41,462.28	\$41,462.28	

EXHIBIT B-1

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
	Park rent payments			
246, 255, 260, 318	Seaside Market & Deli LLC	Pending discovery		
248	KAC357, Inc. payment of invoices from J. David Jackson PC	\$832.50		\$832.50
253	Nejeh Yusuf's use of Partnership resources	Pending discovery		
256	David Jackson, CPA, bill owed for tax work done related to the Partnership's 2013 taxes	\$652.50		\$652.50
265	Wally Hamed's personal payment of accounting and attorneys' fees in <i>United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015</i>	\$332,900.42		\$332,900.42
272	Tutu Park Mall 2014 taxes and the corresponding Partnership withdrawals taken by Mr. Fathi Yusuf	\$46,990.48	\$46,990.48	
275	KAC357, Inc. payment of invoices from FreedMaxick	\$6,245.00		\$6,245.00
278	KAC357, Inc. payment of Partnership WAPA invoices	\$81,713.80		\$81,713.80
279	KAC357, Inc. payment of Partnership Tropical Shipping invoices	\$23,848.00		\$23,848.00
281	Payment of Nejeh Yusuf credit card bill	\$49,715.05	\$49,715.05	
290	Nejeh Yusuf removed property belonging to KAC357 Inc.	Pending discovery		
297	Retirement bonus paid to Mary Gonzales	\$28,899.28	\$28,899.28	
299	2015 Workers' Compensation payments	Pending discovery		
310	2015 Health permit payments for Plaza	\$850.00	\$850.00	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
	East			
312	Replacement of four condensers, plus associated costs for shipping, delivery and installation	\$59,867.02	\$59,867.02	
314	2015 Business license payment for Plaza East	Pending discovery		
315	100 shopping carts purchased for Plaza Extra-East	\$13,117.00	\$13,117.00	
316	Inventory moved from Plaza West to East after official inventory	Pending discovery		
319	BJ's Wholesale Club vendor credit	Pending discovery		
329	2015 Real Estate Tax for Plaza Extra-STT	\$12,652.39		\$12,652.39
331	2015 Insurance for St. Thomas Plaza Extra car	Pending discovery		
333	KAC357, Inc. payment of Partnership AT&T invoices	\$755.76		\$755.76
334	Point of Sale transactions (purchases on account)	\$925.94	\$925.94	
335	No credit for expired (spoiled) inventory discovered at Plaza Extra West	\$54,592.08	\$54,592.08	\$
338	Merrill Lynch accounts [REDACTED] and [REDACTED] financed with Partnership funds	Pending discovery		
340	Rents collected from Triumphant church	\$3,900	\$3,900	
343	KAC357, Inc.'s American Express payments deposited to Partnership account	\$12,272.67		\$12,272.67

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
345	UVI payment	\$292.61		\$292.61
346a	Attorney and accounting's fees paid by the Partnership for the criminal case	\$989,626.90	\$989,626.90	
353	Due to/from Fathi Yusuf	\$186,819.33	\$186,819.33	
355	\$2.7 million unilateral withdrawal from the Partnership account	\$2,784,706.25	\$2,784,706.25	
356	2012-2013 Real Estate Taxes for Plaza Extra STT	\$89,443.92	\$89,443.92	
357	Payment to Dudley, Topper and Feuerzeig, LLP (Fathi Yusuf's personal attorney)	\$57,605.00	\$57,605.00	
358	STT Tutu gift certificates	\$3,790		\$3,790
359/362	Employee Loans	\$33,121.06	\$33,121.06	
360	Approximately \$18 million in purged transaction in 2013	Pending discovery		
361	Payments to Caribbean Refrigeration & Mechanical LLC	\$95,420.20	\$95,420.20	
363	Transactions with Miadden Plastic	\$49,565.00	\$49,565.00	
364	Unclear General Ledger entry "Collection of Setallment [sic]"	\$42,969.98	\$42,969.98	
365	Unclear General Ledger entries "Foreign taxes paid"	\$18,803.95	\$18,803.95	
366	Unclear General Ledger entries POS charges for Seaside Market	\$11,659.90	\$11,659.90	
367	Unclear General Ledger entries "change order" and "cash requisition"	\$26,510.17	\$26,510.17	
369	Unclear General Ledger entries "credit card paid"	Pending discovery		
370	Unclear General Ledger entries "RDC	\$350,000.00	\$350,000.00	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
	Frozen Account"			
371	Unclear if Scotiabank Telecheck transfers were deposited in Partnership accounts	\$8,500,000	\$8,500,000	
372/379	Unclear General Ledger entries regarding miscellaneous adjustments to employee loans	\$122,904.66	\$122,904.66	
373	Unclear General Ledger entries regarding "return check mutilated"	\$83,800.00	\$83,800.00	
374	Unclear General Ledger entry regarding "Cash - Transfer Clearing, Banco Proc Error re Xfer"	\$360,000.00	\$360,000.00	
375	Unclear General Ledger entry regarding "2013 US Customs Exp Per Schedule"	\$9,916.18	\$9,916.18	
376	Unclear General Ledger entries regarding Merrill Lynch	\$4,261,939.04	\$4,261,939.04	
377	Unclear General Ledger entries regarding Daas corporate loan	\$327,500.00	\$327,500.00	
378	Unclear General Ledger entries to "Due from (to) Yusuf"	\$693,242.00	\$693,242.00	
380	Unclear what the reclassification of partnership income in 2013 and 2014 notation on the general ledger means	Pending discovery		
381	Many general ledger entries are missing descriptions	\$1,026,856.36	\$1,026,856.36	
383	Unclear general ledger entries regarding "nominal cash reconciliation	\$4,312.57	\$4,312.57	
384	Unclear general ledger entry "Accrue 2012 rent as directed by legal"	\$678,549.00	\$678,549.00	
385	Partnership may have paid Fathi Yusuf's personal attorney's fees	\$14,995.26	\$14,995.26	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
386	Unclear general ledger entries regarding deposit adjustments	\$1,700,000	\$1,700,000	
388	Unclear general ledger entries regarding due/to Shopping Center	\$900,000	\$900,000	
390	Transactions with Alamnai Co.	\$37,629.00	\$37,629.00	
391	Unclear general ledger entries regarding "Adjust due/to from"	\$241,558.05	\$241,558.05	
392	Improper payments to Carol's newspaper distribution	\$1,697.00	\$1,697.00	
393	Unclear general ledger entries regarding "Cash Reques"	\$6,500.00	\$6,500.00	
394	Unclear general ledger entry regarding "AT&T MOBILITY"	\$2,949.65	\$2,949.65	
396	Transactions with JKC Communication	\$13,389.04	\$13,389.04	
397	Transactions with House of Printing	\$860.00	\$860.00	
398	Transactions with Foampack	\$1,257.05	\$1,257.05	
399	Unclear general ledger entries regarding "All Scotia Account Closures"	\$615,172.17	\$615,172.17	
400	Unclear general ledger entries regarding "Fathi Yusuf matching draw"	\$1,288,602.64	\$1,288,602.64	
401	Unclear general ledger entries regarding United Corporation	\$120,431.00	\$120,431.00	
402/418	Unclear general ledger entry regarding "Fathi Yusuf refund of overpayment"	\$77,335.62	\$77,335.62	
403/413	Unclear general ledger entries for By Order	\$260,490.72	\$260,490.72	
405	Numerous unexplained general ledger entries regarding Hamed	\$51,061.36	\$51,061.36	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
408	Unclear general ledger entry for \$176,353.61 dated 9/30/15	\$176,353.61	\$176,353.61	
409	Unclear general ledger entries regarding transfers and closed accounts	\$837,554.23	\$837,554.23	
410	Unclear general ledger entry regarding 50/50 distribution	\$165,000.00	\$165,000.00	
411	Unclear general ledger entry regarding accrued accounting fees to complete 2015 year-end taxes	\$16,315.00	\$16,315.00	
412	Unclear general ledger entry regarding accounting error for Tropical Shipping invoices	\$10,242.00	\$10,242.00	
414	Unclear general ledger entry regarding adjust cash on hand to count on 3/11/15	\$24,934.18	\$24,934.18	
415	Unclear general ledger entry regarding clearing Banco irregularities	\$8,481.58	\$8,481.58	
416	Unclear general ledger entry regarding balance sheet balances closed for insurance items to expedite close	\$51,569.11	\$51,569.11	
417	Unclear general ledger entries regarding clear misc Yusuf/Pship Due to/fr accounts	Pending discovery		
418	Unclear general ledger entry regarding United reimbursement to Hamed of 7/13 overpayment	\$38,667.81	\$38,667.81	
419	Unclear general ledger entry regarding combined services inv dtd 2/24/15 paid on behalf of East	\$4,935.00	\$4,935.00	
420	Unclear general ledger entry regarding CRA check 215 to reimburse KAC357 for STT deposit errors	Pending discovery		
421	Unclear general ledger entry regarding Daily (United C. CK)	Pending discovery		

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
422	Unclear general ledger entry regarding excess cash over \$50k per court order	\$44,399.63	\$44,399.63	
423	Unclear general ledger entries regarding prepayment of insurance	\$139,230.53	\$139,230.53	
425	2015 Accounts Payable-Trade to John Gaffney	1,544.33	1,544.33	
427	2013 Accounts Payable-Trade to John Gaffney	\$1,214.10	\$1,214.10	
428	Unclear general ledger entries regarding 2015 Accounts Payable-Trade to Maher Yusuf	\$1,866.39	\$1,866.39	
430	Unsubstantiated check to Nekeh Yusuf	\$2,031.84	\$2,031.84	
431	Unclear general ledger entry, Non-cash distribution to Yusuf	\$245,089.90	\$245,089.90	
432	Unclear general ledger entry, North Western Selectra Inc.	\$4,524.24	\$4,524.24	
433	Unclear general ledger entry, J Ortiz	\$1,250.00	\$1,250.00	
434	Unclear general ledger entries regarding St. Thomas petty cash	\$10,339.12	\$10,339.12	
436	Unclear general ledger entry regarding United Shopping Center payment of accounting fees for the Partnership	\$4,500.00	\$4,500.00	
437	Unclear general ledger entry regarding United Shopping Center payment of legal fees for the Partnership	\$4,946.31	\$4,946.31	
438	Transaction with Source Accounting	\$3,500.00	\$3,500.00	
439	Unclear general ledger entry regarding St. Thomas 1.5% CR Reduction (FUTA) paid by West to United	\$12,346.17	\$12,346.17	
440	Unclear general ledger entry regarding temporary adjustment for unreimbursed cash expenses during 2014/15	\$46,725.41	\$46,725.41	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
442/407	Unclear general ledger entries indicating Accounts Payable Trade payments to United Corporation in 2015	Pending discovery		
443	Unclear general ledger entry regarding price gun deposits	\$1,780.00	\$1,780.00	
444	Unclear general ledger entries regarding 2013 Q3 VIESA deficiency, plus penalty and interest in 2005	\$9,385.95	\$9,385.95	
445	Unclear general ledger entries regarding United Corporation	\$6,933.27	\$6,933.27	
446	Unclear general ledger entries regarding United Corporation – FUTA	\$10,047.14	\$10,047.14	
447	Unclear general ledger entry regarding United Corporation – Gift Certificates	\$2,630.00	\$2,630.00	
449	Unclear general ledger entries regarding Industrial Video and Luxor Goods	\$9,803.00	\$9,803.00	
450	Unclear general ledger entry regarding Hector Torres' invoice	\$2,000.00	\$2,000.00	
451	Unclear general ledger entries for Ramone Reid Felix invoices	\$1,092.00	\$1,092.00	
452	Unclear general ledger entries regarding Tasty Alternatives	\$30,721.00	\$30,721.00	
453	Scotia Invoices	\$11,411.17	\$11,411.17	
454	Lissette Colon's salary, benefits, bonuses and incidental expenses	\$6,215.44	\$6,215.44	
455	Myra Senhouse's salary, benefits, bonuses and incidental expenses	\$2,259.41	\$2,259.41	
456	Humphrey Caswell's salary, benefits, bonuses and travel and entertainment expenses	\$28,666.00	\$28,666.00	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
457	Unclear 2016 general ledger entries regarding the United Corporation in 2016	\$238,828.82	\$238,828.82	
459	Unclear general ledger entry regarding United Corporation – Worker’s Compensation	\$317.99	\$317.99	
460	Unclear general ledger entries regarding FUTA late fee	\$85,697.27	\$85,697.27	
464	Transaction with Raja Foods	\$410.00	\$410.00	
465	2016 transactions with Caribbean Refrigeration & Mechanical LLC	\$10,901.51	\$10,901.51	
466	Unclear general ledger entries We Are Wine LLC	\$2,704.79	\$2,704.79	
467	Unclear general ledger entries regarding US Customs penalty	\$2,250.00	\$2,250.00	
468	2016 payments to Dudley, Topper and Feuerzeig, LLP (Fathi Yusuf’s personal attorney)	\$9,680.00	\$9,680.00	
469	Unclear general ledger entries regarding Inter Ocean refund	Pending discovery		
470	Unclear general ledger entries regarding “Lutheran Family Social Services”	\$1,246.21	\$1,246.21	
471	Unclear general ledger entries regarding KAC357	\$3,640.00	\$3,640.00	
472	Unclear 2016 general ledger entries for Banco Popular Puerto Rico	Pending discovery		
473	Unclear general ledger entries regarding 2016 V.I. Employment Security contributions and penalties	\$13,047.65	\$13,047.65	
474	Disputed Plaza Extra East rent granted by court order on April 27, 2015	\$5,234,298.71	\$5,234,298.71	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
475	Fathi Yusuf draw from Partnership funds for gift	\$4,000,000.00	\$4,000,000.00	
476	Wireless Tech Rent	\$15,000	\$15,000	
477	Unclear general ledger entries regarding Hanun loan	\$35,000	\$35,000	
478	Unclear general ledger entries regarding distributing cash on hand in 2015	\$19,333.33	\$19,333.33	
479	Unclear general ledger entry regarding Yusuf distribution of WAPA deposit	\$110,842	\$110,842	
480	Unclear general ledger entries regarding "Yusuf distribu for trade AR"	\$15,701.34	\$15,701.34	
481	Unclear general ledger entry regarding "xfer fr Yusuf fam BPPR a/c to United BPPR a/c"	\$1,449.33	\$1,449.33	
482	Unclear general ledger entry regarding "Yusuf refund of overpayment"	\$77,335.62	\$77,335.62	
483	Unclear general ledger entry regarding "CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS"	\$247,870.31	\$247,870.31	
484	Unclear general ledger entries regarding "correct Yusuf/Hamed distrib settle on 9/30 ref ck 251 for \$183,381.91"	\$20,484	\$20,484	
485	Unclear general ledger entry regarding "clear pship a/c 28600 intraco bal's to equity"	\$247,137.88	\$247,137.88	
487	Unclear general ledger entry "clear misc Hamed/pship due to/fr accounts" in the amount of \$39,788.40.	\$39,788.40	\$39,788.40	
488	Unclear general ledger entry regarding "due t/fr settlement re stmt at 9/30/15"	\$183,381.91	\$183,381.91	

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
489	Manal Yousef alleged mortgage ¹	\$4,500,000	\$4,500,000	
490	Half acre in Estate Tutu	\$500,000	\$500,000	
491	Plaza Extra East land	\$10,000,000	\$10,000,000	
492	\$900,000 Estimated tax payment for United Corporation shareholders	\$900,000	\$900,000	
	Totals	\$57,996,790.14	\$56,163,505.87	\$1,833,284.27

^[1] This matter is also in civil litigation. A current action, *Sixteen Plus v. Manal Yousef*, SX-16-CV-65, is pending. In addition, an action is being prepared against Fathi Yousef and others for fraud. If these actions are successful, this claim will be obviated. In addition, despite the current activities attempting to enforce the mortgage, by Yousuf and Yusuf, it is also listed on the pre-2012 accounting as a prior. With interest, this claim exceeds \$14 million.

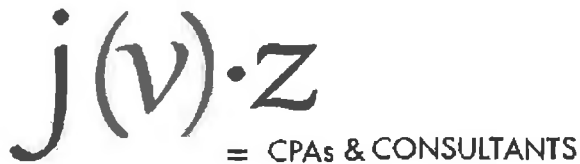
B-2

Engagement Report
Joel H. Holt, Esq.
c/o Plaza Supermarket Partnership and Subsidiaries

Exhibit:

EXHIBIT
B-2

JVZ-000001



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September 28, 2016

Joel H. Holt, Esq.
2132 Company Street
Christiansted, VI 00820

Re: Mohammad Hamed, et.al v. Fathi Yusuf and United Corporation

Dear Attorney Holt:

Jackson Vizcaino Zomerfeld, LLP (JVZ or we) is a licensed Certified Public Accountant firm in the U.S. Virgin Islands.

You have retained us to render an expert opinion in the litigation captioned Hamed v. Yusuf et al., docket number Civ. No. SX-12-CV-370. Attached is our analysis of the financial accounting for January 1, 2012 through June 30, 2016 as per Fathi Yusuf.

A handwritten signature in black ink, appearing to be 'B. Z.', is written over a horizontal line.

For the Firm

JACKSON, VIZCAINO ZOMERFELD, LLP

MEMBERS OF:
American Institute of Certified Public Accountants
Florida Institute of Certified Public Accountants
National Association of Certified Valuation Analysts
Texas State board of Public Accountancy
Virgin Islands Board of Accountancy

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JVZ-000002

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SUMMARY OF BACKGROUND FACTS

In this **Part 1** of the Facts, all of the following facts are taken *verbatim* from the findings of the Court in *Hamed v. Yusuf et al.*, 2013 WL 1846506 (V.I. Super. April 25, 2013) (emphasis added by us.)

1. Plaintiff and Defendant Yusuf ha[d] a longstanding friendship and familial history which preceded their business relationship.

2. In 1979, Fathi Yusuf incorporated United Corporation (“United”) in the U.S. Virgin Islands.

3. United subsequently began construction on a shopping center located at Estate Sion Farm, St. Croix. Thereafter, Defendant Yusuf desired and made plans to build a supermarket within the shopping center.

4. Subsequently, Yusuf encountered financial difficulty in completing construction of the shopping center and opening the supermarket, was unable to procure sufficient bank loans, and told Plaintiff Mohammad Hamed (“Hamed”) that he was unable to finance the completion of the project.

At Yusuf s request, Hamed provided funding to Yusuf s project from proceeds of Hamed’s grocery business

5. Hamed provided Yusuf with monies to facilitate completion of construction on the shopping center and to facilitate opening the Plaza Extra supermarket in Estate Sion Farm, St. Croix.

6. Upon Yusuf s request, Hamed sold his two grocery stores to work exclusively as a part of Plaza Extra.

7. Hamed contributed to Yusuf s project funds as they were available to him, including the entire proceeds from the sale of his two grocery stores, with the agreement that he and Yusuf would each be a 50% partner in the Plaza Extra Supermarket, “in the winning or loss.”

8. Hamed initially became a 25% partner of Yusuf, along with Yusuf's two nephews who each also had a 25% interest in the Plaza Extra Supermarket business.

9. Yusuf sought additional bank financing to complete the construction of the building for the Plaza Extra business, which loan application was eventually denied, as a result of which Yusuf's two nephews requested to have their funds returned and to leave the partnership.

10. With the withdrawal of Yusuf's nephews, the two remaining partners of the Plaza Extra Supermarket business were Hamed and Yusuf. Notwithstanding the financing problems, Hamed determined to remain with the business, having contributed a total of \$400,000 in exchange for a 50% ownership interest in the business.

11. Yusuf and Hamed were the only partners in Plaza Extra by the time in 1986 when the supermarket opened for business and Hamed has remained a partner since that time.

12. As a partner in the Plaza Extra Supermarket business, Hamed was entitled to fifty (50%) percent of the profit and liable for fifty (50%) of the "payable" as well as loss of his contribution to the initial start-up funds.

13. Yusuf and Hamed have both acknowledged their business relationship as a partnership of an indefinite term.

14. Yusuf testified in the *Idheileh* case that it was general public knowledge that Yusuf was a business partner with Hamed even before the Plaza Extra supermarket opened.

15. Yusuf has admitted in this case that he and Hamed "entered into an oral joint venture agreement" in 1986 by which Hamed provided a "loan" of \$225,000 and a cash payment of \$175,000 in exchange for which "Hamed [was] to receive fifty percent (50%) of the net profits of the operations of the Plaza Extra supermarkets" in addition to the "loan" repayment. Yusuf states that the parties' agreement provided for "a 50/50 split of the profits of the Plaza Extra Supermarket stores." Indeed, Yusuf confirms that "[t]here is no disagreement that Mr. Hamed is entitled to fifty percent (50%) of the

profits of the operations of Plaza Extra Store....The issue here again is not whether Plaintiff Hamed is entitled to 50% of the profits. He is.”

16. In 1992–1993, a second Plaza Extra supermarket was opened on the island of St. Thomas, USVI, initially with a third “partner,” Ahmad Idheileh, who later withdrew leaving a “50/50” ownership interest in the St. Thomas Plaza Extra between Yusuf and Hamed.

17. At [the time this action was commenced in 2012], there [were] three Plaza Extra Supermarkets which employ approximately six hundred people on St. Croix and St. Thomas.

18. In the *Idheileh* litigation, Yusuf provided an affidavit wherein he stated that “[m]y brother in law, Mohamed Hamed, and I have been full partners in the Plaza Extra Supermarket since 1984 while we were obtaining financing and constructing the store, which finally opened in 1986.”

19. Hamed and Yusuf have jointly managed the stores by having one member of the Hamed family and one member of the Yusuf family co-manage each of the three Plaza Extra Supermarkets. Originally, Hamed and Yusuf personally managed the first Plaza Extra store, with Hamed in charge of receiving, the warehouse and produce, and **Yusuf taking care of the office. Yusuf’s management and control of the “office” was such that Hamed was completely removed from the financial aspects of the business**, concerning which Hamed testified “I’m not sign no thing.... Fathi is the one, he sign. Mr. Yusuf the one he sign the loan, the first one and the second one.”

20. During recent years, in every store there [was], at least, one Yusuf and one Hamed who co-manage all aspects of the operations of each store. Mafeed Hamed and Yusuf Yusuf have managed the Estate Sion Farm store along with Waleed Hamed. Waleed Hamed, Fathi Yusuf and Nejah Yusuf operate the St. Thomas store, and Hisham Hamed and Mahar Yusuf manage the Plaza West store on St. Croix.

21. In operating the “office,” Yusuf did not clearly delineate the separation between United “who owns United Shopping Plaza” and Plaza Extra, despite the fact that from the beginning Yusuf intended to and did “hold the supermarket for my personal use.” Despite the facts that the

supermarket used the trade name "Plaza Extra" registered to United and that the supermarket bank accounts are in the name of United, "in talking about Plaza Extra ... when it says United Corporation ... [i]t's really meant me [Yusuf] and Mr. Mohammed Hamed."

22. Yusuf admitted in the *Idheileh* action that Plaza Extra was a distinct entity from United, although the "partners operated Plaza Extra under the corporate name of United Corp."

23. The distinction between United and the Plaza Extra Supermarkets is also apparent from the fact that United, as owner of United Shopping Center, has sent rent notices to Hamed on behalf of the Sion Farm Plaza Extra Supermarket, and the supermarket has paid to United the rents charged.

24. In 2003, United was indicted for tax evasion in federal court, along with Yusuf and several other members of the Hamed and Yusuf families in that matter in the District Court of the Virgin Islands, Division of St. Croix, known as *United States and Government of the Virgin Islands v. Fathi Yusuf, et al., Crim. No.2005-15* ("the Criminal Action"). However, Plaintiff Mohammed Hamed was not indicted.

25. In connection with the Criminal Action, the federal government appointed a receiver in 2003 to oversee the Plaza Extra Supermarkets, who deposit[ed] all profits into investment accounts at Banco Popular Securities and, originally, at Merrill-Lynch.

26. In 2011, United pled guilty to tax evasion in the Criminal Action. Charges were dismissed against the other Defendants, by Plea Agreement filed February 26, 2011.

27. . . .the terms of the Plea Agreement require "complete and accurate" tax filings. . . .

28. At some point between late 2009 and 2011, at Yusuf's suggestion, the Hamed and Yusuf families agreed that all checks drawn on Plaza Extra Supermarket accounts had to be signed by one member of the Hamed family and one member of the Yusuf family.

29. In late 2011, United had its newly retained accountant review a hard drive containing voluminous financial records related to the Criminal Action, following which Yusuf accused members of the Hamed family of stealing money from the supermarket business and threatening to close the store

and to terminate the United Shopping Plaza lease.

*5 30. Thereafter, discussions commenced initiated by Yusuf's counsel regarding the "Dissolution of Partnership." On March 13, 2012, through counsel, Yusuf sent a Proposed Partnership Dissolution Agreement to Hamed, which described the history and context of the parties' relationship, including the formation of an oral partnership agreement to operate the supermarkets, by which they shared profits and losses.. Settlement discussions followed those communications but have not to date resulted in an agreement.

31. Although Plaintiff retired from the day-to-day operation of the supermarket business in about 1996, Waleed Hamed [] acted on his behalf pursuant to two powers of attorney from Plaintiff. Both Plaintiff and Yusuf [] designated their respective sons to represent their interests in the operation and management of the three Plaza Extra stores.

32. It had been the custom and practice of the Yusuf and Hamed families to withdraw funds from the supermarket accounts for their own purposes and use, however such withdrawals were always made with the knowledge and consent of the other partner.

33. Waleed Hamed testified that Fathi Yusuf utilized Plaza Extra account funds to purchase and subsequently sell property in Estate Dorothea, St. Thomas, to which it was agreed that Hamed was entitled to 50% of net proceeds. Although Yusuf's handwritten accounting of sale proceeds confirms that Hamed is due \$802,966, representing 50% of net proceeds (*Pl. Ex. 18*), that payment has never been made to Hamed and the disposition of those sale proceeds is not known to Hamed

34. Each of the three Plaza Extra Supermarkets maintains and accounts for its operations separately, with separate bank accounts. In total, the stores maintain[ed] a total of approximately eleven accounts..

35. On or about August 15, 2012, Yusuf wrote a check signed by himself and his son Mahar Yusuf and made payment to United in the amount of \$2,784,706.25 from a segregated Plaza Extra Supermarket operating account, despite written objection of Waleed Hamed on behalf of Plaintiff and

the Hamed family, who claimed that, among other objections, the unilateral withdrawal violated the terms of the District Court's restraining order in the Criminal Action.

36. On the first hearing day, Mahar Yusuf, President of United Corporation testified under oath that he used the \$2,784,706.25 withdrawn from the Plaza Extra operating account to buy three properties on St. Croix in the name of United. On the second hearing day, Mahar Yusuf contradicted his prior testimony and admitted that those withdrawn funds had actually been used to invest in businesses not owned by United, including a mattress business, but that none of the funds were used to purchase properties overseas.

37. A restraining order was entered by the District Court in the Criminal Action which remains in place and restricts withdrawal of funds representing profits from the supermarkets that have been set aside in the Banco Popular Securities brokerage account

38. Funds from supermarket accounts ha[d] also been utilized unilaterally by Yusuf, without agreement of Hamed, to pay legal fees of defendants relative to this action and the Criminal Action, in excess of \$145,000 to the dates of the evidentiary hearing. [This increased to one-half million dollars before the practice ended in 2013.]

39. Since at least late 2012, Yusuf has threatened to fire Hamed family managers and to close the supermarkets.

40. On January 8, 2013, Yusuf confronted and unilaterally terminated 15 year accounting employee Wadda Charriez for perceived irregularities relative to her timekeeping records of her hours of employment, threatening to report her stealing if she challenged the firing or sought unemployment benefits at Department of Labor, Charriez had a "very critical job" with Plaza Extra, and the independent accountant retained by Yusuf agreed that she was "a very good worker" and that her work was "excellent." Because the Hamed co-managers had not been consulted concerning the termination or shown any proof of the employee's improper activity, Mafced Hamed instructed Charriez to return to work the following day. On Charriez' January 9, 2013 return to work, Yusuf started screaming at her,

and told her to leave or he would call the police. Yusuf did call police and demanded on their arrival that Charriez, and Mufeed Hamed and Waleed Hamed be removed from the store, and threatened to close the store. The incident that occurred on January 9, 2013, the same day that Plaintiff's Renewed Motion was filed, coupled with other evidence presented demonstrates that there has been a breakdown in the co-management structure of the Plaza Extra Supermarkets.

41. "By the time Plaza Extra opened in 1986, Mohamed Hamed and Defendant Yusuf were the only partners. These partners operated Plaza Extra under the corporate name of United Corp." *Response to Interrogatory 6*. Defendants now claim that Yusuf is the owner of only 7.5% of the shares of United, which could adversely affect Plaintiff's ability to enforce his claims as to the partnership "operated [as] Plaza Extra under the corporate name of United Corp."

In this **Part 2 of the Facts**, all of the following are taken verbatim from the conclusions of the Court in *Hamed v. Yusuf et al.*, 2013 WL 1846506 (V.I. Super. April 25, 2013) (emphasis added by us.)

[42.] Under the UPA, "the association of two or more persons to carry on as co-owners a business for profit forms a partnership, whether or not the persons intend to form a partnership." 26 V.I.Code § 22(a). In the mid-1980's when the Hamed-Yusuf business relationship began, a Virgin Islands partnership was defined as "an association of two or more persons to carry on as co-owners a business for profit."

[43.] Under the UPA, "A person who receives a share of the profits of a business is presumed to be a partner in the business Under the former Code provisions, "the receipt by a person of a share of the profits of a business is prima facie evidence that he is a partner in the business ..."

[44.] Evidence of "a fixed profit-sharing arrangement" and "evidence of business operation" are factors to be considered in the determination of whether the parties in a business relationship had formed a partnership.

[45.] "A partnership agreement is defined as the agreement, whether written, *oral*, or implied, among the partners concerning the partnership, including amendments to the partnership agreement." A

“partnership at will” exists where the partners have not agreed to remain partners until the expiration of a definite term or the completion of a particular undertaking.”

[46.] . . . the UPA does not require that such agreements be memorialized by a writing, and further sanctions “at will” agreements that have no definite term or duration, and are subject to dissolution by either partner at any time. As such, partnerships are not within the statute of frauds and need not be in writing.

[47.] Even if the statute of frauds were applicable to the formation of a partnership, the doctrine of part performance operates to prevent an inequity where a person is induced or permitted to invest time, money and labor in reliance upon an oral agreement, which agreement would otherwise be voided by the application of the statute of frauds. Accordingly, if a party can show that part of an oral agreement was performed, the oral contract is taken out of the statute of frauds and becomes binding.

[48.] A joint venture has been defined as a partnership for a single transaction, recognized as a subspecies of partnership, and is analyzed under Virgin Islands law in the same manner as is a partnership.

[49.] Yusuf and Hamed, acting under the name “United Corporation,” entered into their relationship with Ahmad Idheileh “to open and operate a supermarket on St. Thomas” by means of a Joint Venture Agreement. This “business relationship created by agreement of the parties for the purpose of profit” was formed “for a single undertaking or transaction,” and was to “terminate at the conclusion of their stated purpose, by agreement, or at the will of the parties.” To the contrary, the self-described “partnership” of Hamed and Yusuf, formed for profit, with no set duration, involved the development of a business enterprise, including the three supermarkets and other business projects spanning two and a half decades.

[50.] [There exists a] . . . long history prior to this litigation of admissions by Yusuf. . . to the effect that he and Hamed are “50/50” partners. Those pre-litigation admissions of the existence of a partnership have been consistent over many years, including through his notice to Hamed of his

dissolution of their partnership in the months prior to this litigation.

[51.] . . . the record clearly reflects that Yusuf's use of the Plaza Extra trade name registered to United, the use bank accounts in United's name to handle the finances of the three supermarkets and other participation of the corporate entity in the operation of the stores was all set up in the context of Yusuf's partnership with Hamed, as Yusuf has consistently admitted. The existence of a partnership is not negated by the use of the corporate form to conduct various operations of the partnership. The fact that the partner conducting the business utilizes a corporate form does not change the essential nature of the relationship of the parties.

[52.] Where, as here, the parties agree that one partner is designated to take charge of "the office" and assumes the responsibility for obtaining or filing the relevant documents as a part of his share of the partnership responsibilities, his failure to file that documentation in the name of the partnership does not mean that no partnership exists. Partners may apportion their duties with respect to the management and control of the partnership such that one partner is given a greater share in the management than others. Thus, the fact that one partner may be given a greater day-to-day role in the management and control of a business than another partner does not defeat the existence of the partnership itself. Where one party actively pursues the partnership business, such business must be conducted in keeping with "fundamental characteristics of trust, fairness, honesty, and good faith that define the essence of the partners' relationship."

[53.] It is undisputed that Plaintiff and Yusuf agreed from the time prior to the opening of the first store to share profits from the business on a 50/50 basis and that they did so share profits. These elements of their business relationship present a *prima facie* case for the existence of a partnership under the former 26 V.I. Code § 22(4), applicable at the time of the formation of the partnership. Defendants have not presented evidence sufficient to overcome Plaintiff's *prima facie* proof of the partnership of the parties.

[54.] Various other indicia of the existence of the formation of a partnership are present in the

record, including the fact that the parties intended to and did associate with each other carry on as co-owners a business for profit. . . .As years passed and additional stores opened, joint management continued with the sons of each of the parties co-managing all aspects of each of the stores.

ants if found to have been wrongfully enjoined.)

In this **Part 3 of the Facts**, all of the following facts are taken verbatim from the two subsequent Orders of the Court in *Hamed v. Yusuf et al.*

55. Yusuf and United admitted, and the Court ordered by summary judgment that a partnership between Yusuf and Hamed, not United, owned the Plaza Extra Supermarkets. *Summary Judgment* of November 7, 2014.

the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the 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

56. Based on that admission and summary judgment, on January 9, 2015, the Court entered its *Order Adopting Final Wind Up Plan* where the Court included instructions relevant to this analysis:

[At page 4, Section 3] The Liquidating Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction in the Case.

[At pages 4-5, Section 4] Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, **and marshal Partnership Assets for equal distribution** to the Partners **following** payment of all Debts **and a full accounting** by the Partners, pursuant to agreement of the Partners or by order of the Court.[¹]

[At page 8, Section 9, Step 4] All previous Partnership accountings are deemed preliminary. Hamed's accountant **shall be allowed to view all partnership accounting information from January 2012 to present** and to submit his findings to the Master.

¹ It is our understanding that this comports with the *Revised Uniform Partnership Act* in that the non-accounting partners are not required to respond or make claims until *after* a full accounting by the partner undertaking the dissolution. We have not been asked to respond to any such partnership accounting – nor, do we believe, is one possible for many years of the partnership.

[At page 6, Section 8] Plot 4-H Estate Sion Farm shall not be considered partnership property and is not subject to division under this plan, **but without prejudice to any accounting claim that may be presented by Hamed.**

Finally, as a result of the Criminal Action, financial work was done for one year and submitted by United to the Court in that Action. We have reviewed that work and sought to identify what underlying cancelled checks, invoices and other document provided the support therefore.

SCOPE OF WORK

General Understanding of the Engagement

In relationship to the lawsuit pending between Mohammad Hamed, et al. (Hameds) and Fathi Yusuf/United Corporation (Yusufs), you have asked our firm to apply the procedures enumerated below and on the following page to certain accounting and financial information to ascertain the following:

- The accuracy and completeness of the Partnership's accounting records and financial statements prepared by the Yusufs (financial information) based on established standards.
- That expenses and transactions are valid business expenses or serve a business purpose based on established standards.
- That improper transactions conducted by the Yusufs and those that lack proper business purpose are properly documented.
- If there is a proper estimate for the lost income of Plaza Extra Partnership, Mohammad Hamed, et al. due to misuse of funds by the Yusufs.

We agreed that the nature and timing of some of the procedures that we were to perform to the financial information referred to above would be similar to some of those prescribed in audit engagements as described in U.S. Auditing Standards (SAS) AU Section 500 – *Audit Evidence* which supports the financial information. **Audit evidence**² according to the SAS comprises both information that supports and corroborates management's assertions and any information that contradicts such assertions.

SAS requires that the information produced by an entity subject to audit procedures, needs to be sufficiently complete and accurate. It is also assumed that the entity follows generally accepted business practices that constitute or are part of established standards. Such businesses practices and standards require certain basic **Management's assertions** which include the following implicit and explicit claims and representations³:

- *Occurrence* – Transactions and events that have been recorded have occurred and pertain to the entity.
- *Completeness* – All transactions and events that should have been recorded have been recorded.
- *Accuracy* – Amounts and other data relating to recorded transactions and events have been recorded appropriately.
- *Cutoff* – Transactions and events have been recorded in the correct accounting period.
- *Classification* – Transactions and events have been recorded in the proper accounts.

Pursuant to your request, and based on the general understanding specified in the previous paragraphs, we proceeded to assess if the financial information received and the audit evidence produced by John Gaffney for certain transactions selected by us (see Attachments VII and VIII) met the criteria of generally accepted business practices. In this connection, we had to consider if expenses or transactions were valid business expenses or serve a business purpose based on the U.S. Internal Revenue Service Publications 463 and 535 (IRS Pub. 463 and 535) guidelines for an expense to be deductible for tax

² AU-C Section 500 <http://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/AU-C-00500.pdf>

³ AU-C Section 315 <http://www.aicpa.org/Research/Standards/AuditAttest/DownloadableDocuments/AU-C-00315.pdf>

purposes. IRS Pub. 535 states “[t]o be deductible, a business expense must be both ordinary and necessary. An ordinary expense is one that is common and accepted in your industry. A necessary expense is one that is helpful and appropriate for your trade or business.” It also states “[g]enerally, you cannot deduct personal, living, or family expenses.” (The sources of the Virgin Islands income taxing authority include the Internal Revenue Code of 1986 (the IRC) which established the principle that the IRC applies in the Virgin Islands under a “mirror system” whereby the “Virgin Islands” is substituted for the “United States” wherever necessary to give the IRC the proper effect in the Virgin Islands, and vice versa).

After our assessment of the financial information, and audit evidence received, we cataloged the issues identified, we documented the work we performed, John Gaffney’s response to our inquiries, and our conclusion on the issues identified. Transactions we found that did not conform to management’s assertions, lacked support, or lacked proper business purpose are detailed in Attachment IV.

The outlines of the work we performed and our conclusions follow.

SUMMARY DETAILED DESCRIPTION OF WORK DONE

I. Initial Phase to gain an understanding of the existing system and to perform the initial tests.

Procedures:

- Met with and interviewed John Gaffney, Plaza Extra Partnership accountants, bookkeepers, and staff to obtain an understanding of the accounting system and internal controls.
- Met with and interviewed Plaza Extra Partnership managers.
- Met with and interviewed Mohammad Hamed, et al.
- Performed observations, inspections and inquiries of various business operations and processes (including POS transactions, cash room, shipment receiving).
- Observed the Partnership's personnel's knowledge to execute the procedures and controls in place and level of reliability.
- Evaluated and documented our observations and the design of controls in place.
- Ascertained if the system and related controls were functioning properly.

Findings:

Through the procedures performed, we noted the following conditions and events which can have an adverse effect on the control environment:

- Significant (documented and undocumented) transactions with related parties,
- Lack of personnel with appropriate accounting and financial reporting skills,
- Changes in key personnel,
- Deficiencies in internal control (including deficiencies not addressed by management),
- Inquiries into the entity's operations and financial results by regulatory and government bodies,
- Past misstatements, history of errors, and significant amount of adjustments at period-end
- Significant amount of nonroutine or nonsystematic transactions, including intercompany transactions and large revenue transactions at period-end,
- Pending litigation and contingent liabilities.

We documented our review of the control environment in Attachment III.

Conclusion:

We concluded the overall control environment was poor, especially controls over cash. Management had limited to no control over the handling and security of cash. The risk of a material misstatement to the financial statements prepared by the Yusufs is high.

SUMMARY DETAILED DESCRIPTION OF WORK DONE
(Continued)

II. Second Phase to assess appropriateness of audit evidence and whether management's assertions can be supported by audit evidence and investigate if expenses and transactions are valid business expenses or serve a business purpose.

Procedures:

- Obtained and reviewed information listed in Attachment II.
- Reviewed general ledger for strange or unusual transactions (transaction such as duplicate payments, payments to parties in interest, payments to unknown vendors, large or unusual adjustments and journal entries).
- Requested supporting documentation for selected transactions from John Gaffney (see Attachment VI).
- Compared financial information to underlying supporting documentation (such as bank statements, cancelled checks, registers, invoices, agreements and other financial records).
- Determined if accounting records support management's assertions and expense and transactions are valid business expenses or serve a business purpose.
- Investigate any issues which we found to be questionable or contrary to generally acceptable accounting principles (GAAP).

Findings:

Through the procedures performed, we noted the following significant deficiencies with respect to the accounting records and information:

- a. No formal accounting procedures manual exists
- b. Lack of supporting documentation for many transactions
- c. Lack of business purpose for many transactions
- d. Improper accounting for many transactions
- e. Lack of controls and safeguards over cash
- f. Undocumented/unrecorded transactions
- g. Key personnel lack sufficient knowledge of GAAP
- h. Key personnel lack sufficient and complete knowledge of significant transactions which occurred during the period

Information necessary for a proper accounting system is missing for several reasons:

- a. It was lost, misplaced, or removed from accounting records and store office
- b. It was never collected
- c. It was incorrectly collected and is incomplete
- d. It appears to have been altered

Conclusion:

Due to the items identified above, we concluded the accounting records and financial statements do not support management's assertions.

**SUMMARY DETAILED DESCRIPTION OF WORK DONE
(Continued)**

III. Third Phase to determine amounts due to the Partnership and Mohammad Hamed, et al. due to transactions performed by the Yusufs that did not conform to management's assertions, lacked support, or lacked proper business purpose.

Procedures:

- Compiled transactions which appear to be improper and those that lack proper business purpose in Attachment IV (Analysis)
- Reviewed list with Mohammad Hamed, et al. and Attorney Joel Holt
- Prepared schedule of amounts due to the Partnership and Mohammad Hamed, et al.

Findings:

We have identified, summarized and totaled transactions which appear to be improper and those that lack a proper business purpose in Attachment IV (Analysis).

Conclusion:

We concluded the amount due to the Partnership and Mohammad Hamed, et al. totaled \$57,996,790.14 due to transactions performed by the Yusufs that did not conform to management's assertions, lacked support, or lacked proper business purpose. Our claims are summarized in Attachment V.

FINAL OVER-ALL CONCLUSION

For these reasons and based on the issues identified in the previous pages and in the attachments, we concluded the accounting records as presented from 2012 through June 30, 2016 do not properly support management's assertions (please note that no documents were provided prior to 2012). The present accounting records and financial statements of Plaza Extra Supermarkets provided by the Yusufs and John Gaffney are incomplete, contain altered information, and are missing significant critical information or support. However, some documents that were supplied contained sufficient reliable and relevant information to support our claims for lost income to a reasonable degree of certainty.

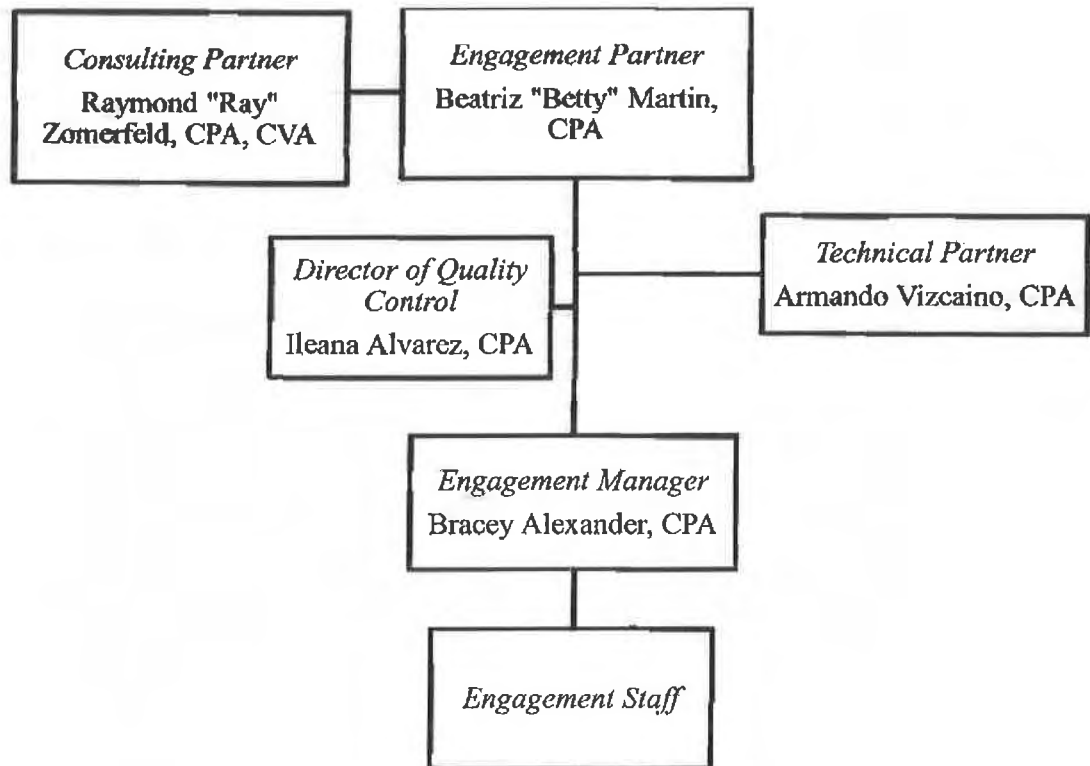
QUALIFICATIONS

Firm

Jackson, Vizcaino Zomerfeld, LLP (JVZ) is a Caribbean full-service accounting firm formed in 2010 as a joint venture between J. David Jackson PC and Vizcaino Zomerfeld, LLP (VZ). JVZ is a licensed Certified Public Accountant firm in the U.S. Virgin Islands with its headquarters located at 5001 Chandler's Wharf Christiansted, VI 00824.

VZ is a licensed Certified Public Accounting firm with its headquarters located at 999 Ponce De Leon Blvd., Suite #1045, Coral Gables, Florida. The Firm was founded in 1988.

Engagement Team



Betty Martin, the Engagement Partner, is the Firm's senior assurance partner and has over 20 years of experience in public accounting. As the Engagement Partner, Betty is responsible for the planning and execution of this engagement.

Ray Zomerfeld, a founding partner, has over 25 years of experience in servicing individuals and companies as a Certified Public Accountant and Certified Valuation Analyst. Ray is a specialist in litigation support, insurance casualty, and economic loss.

As a Certified Valuation Analyst, Ray is a highly regarded specialist on claims involving business litigation, windstorm, fire, and economic loss. Ray is currently serving as an expert witness in a civil case in the Superior Court of the Virgin Islands, Division of Saint Thomas and Saint John.

Ray serves as the Consulting Partner on this engagement by providing oversight and guidance using his knowledge and experience in litigation support.

Armando Vizcaino has over 35 years of experience in public accounting and will serve as the technical partner on this engagement.

Ileana Alvarez as the Firm's Quality Control Director reviews all the assurance reports issued by the Firm. Ileana is responsible for the research of all technical issues and performs the quality review on reports. Ileana is responsible for the quality of this engagement and as such she will take responsibility for the pre-issuance review of the engagement report.

Bracey Alexander has over 10 years of experience in accounting and auditing and will serve as the engagement manager under the supervision of Betty.

For more information on our qualifications, see Attachment I.

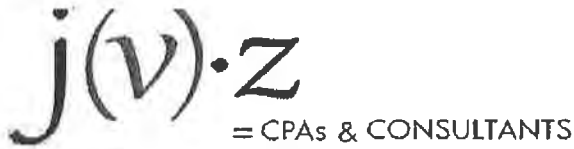
COMPENSATION

We are being compensated at our normal hourly rate for this type of work ranging from \$50 - \$350 per hour. Our compensation is not contingent on the outcome of this litigation.

ATTACHMENTS

JVZ-000022

ATTACHMENT I – QUALIFICATIONS



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raymond.zomerfeld@vz-cpa.com

SPECIALIZATION

Accounting
Consulting, Taxation and Auditing
Litigation Support

CERTIFICATIONS

Certified Public Accountant,
Florida
Certified Valuation Analyst

EDUCATION

Master of Science in Taxation
University of Miami
Bachelor of Business Administration
University of Miami

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Public Accountants
Florida Institute of Certified Public
Accountants
National Association of Certified
Valuation Analysts
Geneva Group International

COMMUNITY INVOLVEMENT

Member, Executive Committee,
UM Citizens Board
Member, UM Advisory to the
School of Business Board
Former Trustee, Coral Gables
Chamber of Commerce
Former Chairman, Economic
Development Board, City of Coral
Gables
Former Member, The Florida Bar
Grievance Committee
Past President, Board of Directors,
Riviera Country Club
Past President, South Florida Golf
Foundation

LANGUAGE SKILLS

Proficient in Spanish

Raymond J. Zomerfeld, CPA, CVA

Tax Partner, Vizcaino Zomerfeld, LLP

Profile

Mr. Zomerfeld is a founding partner of Vizcaino Zomerfeld, LLP. He is a Certified Public Accountant and Certified Valuation Analyst with more than 25 years of experience in servicing individuals and companies. He is a specialist in litigation support,¹ insurance casualty, and economic loss. Mr. Zomerfeld has served clients in various industries, such as commercial printing, wholesale and retail trades, logistics, construction, and professional services.

Prior to establishing Vizcaino Zomerfeld, LLP, Mr. Zomerfeld provided public accounting and taxation services to a wide range of clients in South Florida as a sole proprietor. His firm was a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants (AICPA), AICPA, and Florida Institute of Certified Public Accountants (FICPA). He began his accounting career by working on accounting, auditing, and taxation matters as a Staff Accountant at Mallah, Furman & Company, which is a large South Florida accounting firm.

Vizcaino Zomerfeld, LLP is an accounting firm based in Coral Gables, Florida, which was formed in January 1997 as a Florida limited liability partnership. The firm's professional staff consists of six partners and eighteen staff accountants. Vizcaino Zomerfeld, LLP is a member of the AICPA and FICPA. The practices, policies, and operational procedures of the firm have been structured to meet the standards of the AICPA's Division for CPA Firms and have qualified under the AICPA-sponsored peer review program. Vizcaino Zomerfeld, LLP and J. David Jackson, P.C. formed the limited liability limited partnership, Jackson Vizcaino & Zomerfeld LLLP on March 20, 2013 to provide services to clients in the Virgin Islands.

¹ In this regard, Mr. Zomerfeld has represented clients in numerous legal proceedings related to commercial litigation and family law matters, including: *Janet R. Weinger v. Michael J. Weinger* (December 2015) – 11th Judicial Circuit of Florida, Case No. 2009-002379-FC-04; *Hassan Abdallah v. Hasan Abdel-Rahman, Malea Kiblan Rahman, Abdul Samad, Foad Samad, and Ayman Abdel-Samad* (May 2015) – In the Superior Court of the Virgin Islands Division of Saint Thomas and Saint John, Case No. ST-13-CV-0227; *Tiffany Wey v. Usa Loftus, et al.* (October 2014) – 17th Judicial Circuit of Florida, Case No. 12034260; *TCS Contracting Corp. v. Berkeley Regional Ins. Co.* (August 2014) – 11th Judicial Circuit of Florida, Case No. 2011-027030-CA-01; *Penbeck, Inc. d/b/a Newberry's Backyard Bar-B-Q and Angela Salisbury v. Rocco T. Voglio, Bev's Burger Cafe and Beverly Millar* (May 2014) – 8th Judicial Circuit of Florida, Case No. 01-2013-CA-4600; *Agnes Tuck v. Hadrian Tuck* (April 2014) – 11th Judicial Circuit of Florida, Case No. 2013-31696-FC-04; *Marla Salas-Sanchez v. Douglas J. Sanchez* (March 2014) – 11th Judicial Circuit of Florida, Case No. 2014-010616-FC-04; *Victor Lerner, Citygroup Realty, LLC and City Realty Group International, LLC v. Ina Halegua, Oresca Enterprises, LLC, Exclusive Escapes, LLP, Ino, LLC and Nervia Enterprises, LLC* (September 2013) – 11th Judicial Circuit of Florida, Case No. 2010-030306-CA-01; *Scott Stoik v. Christine Stoik* (September 2013) – 11th Judicial Circuit of Florida, Case No. 2012-030772-FC-04; *ATMA USA, Inc. v. Tera Beachside Villas, LLC and GS2 Corp.* (September 2013) – 11th Judicial Circuit of Florida, Case No. 2008-54639-CA-01; *Elin Tam and Chan Mong Hol v. A.E.G. Trading Company, Inc., Chee Choon Tun and Lai Yee Vong* (August 2013) – 11th Judicial Circuit of Florida, Case No. 2013-25196-CA-01; *Harry E. Zifferblatt v. Jacqueline Zifferblatt* (March 2013) – 11th Judicial Circuit of Florida, Case No. 2012-017682-FC-04; *Daniel Cook v. BBF Construction, Inc.* (February 2013) – 11th Judicial Circuit of Florida, Case No. 2010-042522-CA-01; *Carol K. Flynn v. James E. Flynn* (October 2011) – 11th Judicial Circuit of Florida, Case No. 2011-019204-FC-04; *Cellular & Wireless Wholesale Corp. v. CT Group, LLC* (June 2011) – 11th Judicial Circuit of Florida, Case No. 2011-13843-CA-01; *Chickenhawk, Inc. v. Miguel Bernal* (February 2011) – 11th Judicial Circuit of Florida, Case No. 2010-33039-CA-01; *Whilling Turner v. BAP, CYMA, etc.* (December 2010) – 11th Judicial Circuit of Florida, Case No. 2009-57945-CA-01; *Konie Cups International, Inc. v. Evergreen Packaging, Inc.* (May 2010) – 11th Judicial Circuit of Florida, Case No. 2009-081608-CA-01.

ATTACHMENT I – Qualifications



Beatriz "Betty" Martin
Engagement Partner



Bracey T. Alexander, CPA
Engagement Manager

Engagement Responsibilities Betty will be the partner in charge of the engagement and as such she will be responsible for the planning, execution and review of the engagement. She will provide technical support during the performance of the field work.

Relevant Experience Betty has been in the public accounting profession for over fifteen years. In the past five years, she has been the partner in charge of the audit engagements of not-for-profit organizations and charter schools, listed as reference in the accompanying composite of relevant clients.

Professional Activities Betty is a member of the American and Florida Institutes of Certified Public Accountants and lectures at professional seminars on a regular basis. Betty is the treasurer of the Miami Bridge Board of Directors. She is also the President-Elect of the Cuban American CPA Association.

Education Betty earned a Bachelor's Degree in Accounting from Florida International University and is a certified public accountant.

Engagement Responsibilities Bracey Alexander will be responsible for management and completion of field work as well direct supervision of all staff.

Relevant Experience Bracey is a licensed CPA and has graduate degree in accounting. Bracey is an Audit Manager at Vizcaino Zomerfeld, LLP in Coral Gables, Florida. Bracey has over eleven years of accounting experience including several years as an assistant controller for a multinational corporation as well as eight years working for various CPA firms in the audit department performing all levels of work and supervision. Bracey's industry experience includes engagements of start-ups, entrepreneurs ventures, small businesses, restaurant and entertainment industry, investment trust, employee benefits plans, labor unions, not-for-profit entities, condominium associations, real estate developments, and professional services.

Professional Activities Bracey is a member of the American and Florida Institute of Certified Public Accountants.

Education Bracey holds a Bachelor's Degree in Accounting from the University of Miami and a Master's Degree in Accounting from Florida International University.

ATTACHMENT II – INFORMATION CONSIDERED

We have performed intensive reviews of the accounting records of Plaza Extra Partnership from 2012 to the present. Information was requested from Fathi Yusuf and John Gaffney, United Corporation's controller. This includes, but is not limited to, the following:

Met with and interviewed John Gaffney

Met with and interviewed Partnership accountants, bookkeepers, and staff

Met with and interviewed Partnership managers

Met with and interviewed Mohammad Hamed, Shawn Hamed, Waleed Hamed, Willie Hamed (Hameds)

Met with and interviewed various other Plaza Extra Partnership employees

Reviewed financial and account records of the Partnership, including but not limited to

1. Financial statements prepared by Management from 2012 to the present
2. General ledgers from 2012 to the present
3. Monthly bank statements and reconciliations from 2012 to the present
4. Tax returns from 2012 to the present (GRT, 940, 941, 1120)
5. Daily sales journal
6. Daily till status reports
7. Financial report prepared by Kaufman Rossin CPAs
8. Financial report prepared by J. David Jackson CPA dated 8/1/14

A complete list of items requested, obtained and reviewed and the responses from the Yusufs and John Gaffney is included in Attachment V. As an aside, we have not received all items requested.

We have reviewed the opinion of David Jackson that: No cohesive books and records for the period 2003 to 2012 have been supplied to us (or to Plaintiff) in discovery that reflect transactions prior to 2012 (as per Mr. Gaffney and Sage 50). A large number of documents obtained from the U.S. Attorney/FBI and supplied to Mr. Hamed do contain some information from pre-2003, but no cohesive accounting is present. The computer disk containing some or all of the 2003-2012 accountings was destroyed or damaged by defect, and Mr. Gaffney states there was no full backup kept. Thus, we have limited any consideration of the financial data to the period after January 1, 2012.

We have also been supplied the Sage 50 accounting backup data for all three Plaza Extra Supermarket operations for the period from January 1, 2012 to the present. Data from that system has allowed us to review the financial activities during the period.

Finally, we reviewed the Preliminary Injunction opinion, summary judgment opinion as to the ownership of the Partnership and the Wind Up Order entered by Judge Brady, which has provided factual background related to this case.

ATTACHMENT III - Control Environment

**Jackson, Vizcaino Zomerfeld, LLP
Control Environment Questionnaire**

Note:

To gain an understanding of the entity and its environment, JVZ completed the following questionnaire. Information to complete this questionnaire was obtained through interviews and inquiries of management and other appropriate individuals within the entity, analytical procedures, observations and inspections.

	Yes	No	N/A	Comments
The Management:				
1. Are the owner-managers involved in the day-to-day operations?	X			
2. Is there a board of directors or a similar policy-making group?		X		
3. Does the board of directors monitor management activities?			X	
4. Do the owner-managers or executive director display a reasonable and moderate attitude regarding business risks?	X			They are aware of the industry and have experience in operations.
5. Do the owners display a moderate attitude regarding accounting matters when preparing financial statements?		X		Owners were not involved in the preparation or oversight of financial statement.
6. Do the owners display a moderate attitude in complying with those laws and regulations that have a material impact on financial statements?		X		We were advised and observed several instances of noncompliance with governmental and regulatory requirements.
7. Do the owners keep personal expenses separate from business expenses?		X		Through our review of the general ledger and interviews, we observed several transactions which appear to be personal. We requested support for some of these transactions (see the attachments).
8. Is the business producing its own operating capital and meeting its financial obligations?	X			
9. Is the owner under free of pressure to provide operating capital?	X			
10. Is management or the owner/manager free from commitments to creditors, or similar significant third parties to achieve unduly aggressive forecasts?	X			
Methods of Assigning Authority and Responsibility:				
1. Does the entity have policies regarding such matters as acceptable business practices?		X		Not all business processes, procedures and job descriptions have been formally documented. Per John Gaffney, he is in the process of documenting.
2. Does the owner assume responsibility for meeting governmental and regulatory requirements?		X		We were advised and observed several instances of noncompliance with governmental and regulatory requirements.
3. Is there a current organizational chart?		X		None per John Gaffney.
4. Do job descriptions exist that detail specific responsibilities for key personnel?		X		Informal job titles and job descriptions exist. However, these are undocumented.
5. Are up-to-date accounting policies and procedures manuals maintained?		X		None per John Gaffney.
6. Does computer system documentation exist indicating the procedures for authorizing transactions and approving system changes?		X		None per John Gaffney.
Management Control Methods:				
1. Are financial statements prepared periodically?	X			Financial statements are prepared monthly by John Gaffney. However, no formal review/approval process is documented.
2. Are budgets or forecasts used for planning and controlling operations?		X		None per John Gaffney.
3. Are actual operations compared to planned operations?			X	
4. Do only authorized personnel have access to accounting and financial records?	X			Accounting department personnel and the partners.
5. Are periodic comparisons made between actual assets and recorded assets?		X		We were advised and observed several significant asset accounts were not reconciled/compared (cash/safe, inventory, deposits).
6. Are control and subsidiary accounts reconciled periodically?		X		We observed write offs of several accounts due to "poor accounting" (due to/from employee loans, deposits, etc.).
Personnel Policies and Practices:				
1. Does the workload of the owner-manager and accounting employees facilitate the preparation of reliable accounting records?				Although the workload allows for it, there are no policies in place.

ATTACHMENT III - Control Environment

	Yes	No	N/A	Comments
2 Is the turnover of accounting personnel relatively low?		X		During period under examination, there was several instances of turnover in key positions.
3 Does management believe that all accounting employees are honest?	X			Only the employees who have been there for many years.
4 Does previous experience with the business indicate competence and integrity amongst the officers and the personnel in general?			X	
5 Does management periodically evaluate employee's job performances?		X		
6 Are accounting personnel required to take mandatory vacations?		X		
7 Are employees who handle cash, securities, and other valuable assets bonded?		X		Large volumes of cash is handled daily by various personnel from clerks to cash room staff.
8 Are employees adequately compensated?	X			
9 Is employees' compensation independent of operating results as opposed to including a bonus related to favorable operating results?	X			
Environmental Assessment of the Entity:				
1 Is the entity in a stable industry?	X			
2 Has this entity been a client for more than two years?		X		
3 Does the entity have a strong balance sheet and an established track record?	X			Balance sheet appears to be strong, but can be misleading due to alleged fraudulent activities.
4 Does the entity's growth, operating results or financial condition appear unusually favorable in relation to the industry or other pertinent conditions?	X			
5 Is there any matters that could raise substantial doubt about the entity's ability to continue as a going concern? One year after balance sheet?	X			Pending legal matters could have a material affect on the Partnership.
6 Is there a domineering behavior by management or the owner/manager, especially involving attempts to influence the scope of the auditor's work?	X			John Gaffney provided limited information requested by us because he believes we should use sampling and he also believes the work was previously performed in a separate engagement with another CPA firm which reviewed only one year and did not utilize many receipts/invoices. A detail of items requested and received is included in our attachments.
7 Is there any other management characteristics that indicate an increased risk of material misstatement due to fraud? Does company maintain adequate controls over cash - especially if it processes large amounts of cash?	X			Overall control environment was poor especially controls over cash. Management had limited to no control over the handling and security of cash. Cash was often removed from the Partnership without proper documentation.
8 Is the Company subject to new accounting or statutory requirements that could impair the company's profitability or financial stability?		X		
9 Is the Company free from high degrees of competition or market saturation that adversely affects margins?	X			
10 The Company shows no evidence that assets, liabilities, revenues or expenses are based on significant estimates that involve unusually subjective judgments manner that may be financially disruptive to the company?	X			Several large and complex undocumented adjustments have been made to various balance sheet and income statement accounts due to inadequate records.
11 Has the Company shown any unusual or highly complex transactions that are difficult to assess for substance over form?	X			Through our review of the general ledger, we observed several large complex transactions. We requested support for some of these transactions (see the attachments).
12 Has the company demonstrated its ability to meet all debt covenants?			X	
13 Does the company keep adequate controls over assets that could be easily converted into cash and therefore misappropriated?	X			Per our interviews, assets such as inventory were often removed from the stores and were not properly accounted for. One of the Yusufs opened a competing store on St. Croix which received inventory which we cannot account for.
14 Does owner/managers maintain oversight of assets susceptible to misappropriations?	X			Management had limited to no control over the handling and security of cash. Cash was often removed from the Partnership without proper documentation.

ATTACHMENT III - Control Environment

	Yes	No	N/A	Comments
Financial Statement Cycle - Risk Assessment				
A. Has management assessed the effect of the following conditions on the organization's ability to prepare financial statements that are free of material misstatements:				
1)- Changes in the organization's operating environment?			X	
2)- New Personnel?		X		
3)- New or revised information systems?			X	
4)- Rapid growth?			X	
5)- New technologies in information systems or other processes?			X	
6)- New programs or activities?			X	
7)- Organization restructuring or reorganization and resulting staff reductions, changes in supervision, or segregation of duties?			X	
B. If there are risks relevant to financial reporting that management has decided to accept because of cost or other considerations, are the effects considered to be immaterial to the financial statements?		X		There is a high level of risk of misstatement due to 1. the entity never been audited, 2. there are unsupported transactions. Management has not addressed these issues.
C. Does management consult with its auditors on (or make independent assessments of) new accounting issues or pronouncements?		X		
D. Is there clear communication between management and accounting staff as to their duties and responsibilities to achieve the financial reporting objectives of the organization?		X		
E. Are requirements or laws and regulations pertinent to programs funded by private or governmental grants complied with on an ongoing basis, and are program administrators timely informed of significant changes in requirements or regulations?			X	
F. Is management involved to the point that avoids crisis conditions in operations of accounting and stresses the importance for maintaining well-organized work areas, no unusual delays, and adequate documentation for all significant transactions?		X		
G. Has management demonstrated that it takes appropriate follow-up action for identified problems or weaknesses in internal controls?		X		

Conclusion:

Based on our examination of the control environment documented above and throughout our report, the risk of a material misstatement to the financial statements prepared by the Yusufs is high due to the following conditions and events observed by us:

- Significant (documented and undocumented) transactions with related parties,
- Lack of personnel with appropriate accounting and financial reporting skills,
- Changes in key personnel,
- Deficiencies in internal control (including deficiencies not addressed by management),
- Inquiries into the entity's operations and financial results by regulatory and government bodies,
- Past misstatements, history of errors, and significant amount of adjustments at period-end,
- Significant amount of nonroutine or nonsystematic transactions, including intercompany transactions and large revenue transactions at period-end,
- Pending litigation and contingent liabilities.

As such, we concluded the financial information prepared by the Yusufs is inaccurate and incomplete.

ATTACHMENT IV - Analysis

We identified the following issues in the transactions conducted by the Yusufs that lacked business purpose, were incorrectly reported, were not supported by sufficient audit evidence and transactions that did not conform to management's assertions. Certain items below were provided to John Gaffney requesting an explanation and/or supporting documentation for our review (see Attachments VII and VIII).

Item 3002a –United Shopping Center's Gross Receipt Taxes (GRT)

Summary Description of Issue Identified:

Partnership paid United Shopping Center's Gross Receipt Taxes. The United Shopping Center is a separate unrelated entity (not under common control).

Work performed:

We reviewed the documents provided by John Gaffney and a Summary of Payment of United Shopping Center Gross Receipt Taxes from Plaza Account from 01/12-05/14 (Exhibit 3002-c) and monthly accrued GRT detail prepared by John Gaffney for January – December 2014 and Form 720 VI for same period (Exhibit 3002-b) and monthly accrued GRT detail prepared by John Gaffney for January – April 2015 (Exhibit 3002-d). We interviewed John Gaffney and the Hameds regarding the GRT. John Gaffney advised that the GRT for United Shopping Center was paid with Partnership funds.

We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and monthly Form 720VI and supporting documentation. In addition, we reviewed the general ledgers from 2012 to present, as well as the 27 original documents showing calculations of monthly GRT for the United Shopping Center provided by John Gaffney.

JVZ totaled United Shopping Center GRT for the period from January 2012 to May 2014 and January 2015 to April 2015. We calculated GRT for the period from June 2014 to December 2014 using the average monthly GRT from January 2012 to May 2014. The total is \$70,193.20.

Gaffney response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated the request is excessive and overwhelming. John Gaffney provided 27 original documents showing calculations of monthly GRT including that of United Shopping Center and 12 unsigned GRT forms. John Gaffney's response did not include an explanation for a business purpose of using Partnership funds to pay for expenses for a business wholly unrelated to the Partnership.

Opinion as to the Issue Identified:

Monthly detail includes gross sales tax receipts payable by United Shopping Center for rental income. We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose of the Partnership. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

ATTACHMENT IV - Analysis

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

We used the information provided to calculate an average for the months missing (Exhibit 3002-a).

The total amount of the claim is \$70,193.20.

Item 3003 – Virgin Islands Water and Power Authority (WAPA) deposits paid with Partnership funds

Summary Description of Issue Identified:

When each of the three Plaza Extra stores was established, the Partnership was required to pay WAPA a deposit for each store. Now that the Partnership has been dissolved, those deposits should be refunded to the Partnership and split equally between the partners.

Work performed:

We interviewed John Gaffney and the Hameds regarding deposits on record with WAPA. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting the detail of all deposit transactions with WAPA from 2012-2015 for each store. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated "there was no audit trail nor previous outside documentation supporting the existing balances for STT and STX deposit balances in GL account 19000". John Gaffney provided statements (Exhibit 3003-a) from WAPA for Plaza Extra East, Plessen Enterprises (Plaza Extra West) and Plaza Extra (STT) showing deposits on hand at statement date and adjusting entries made to Plaza accounting records.

Opinion as to the Issue Identified:

We noted adjustments had been made on East & West to deposit amounts recorded in the accounting records to reflect balances at 12/31/14. The adjustment made to STT accounting records did not agree with the statements provided by WAPA.

We disagree, however, that the treatment of the deposits was accurate. All deposits were made with Partnership funds and the subsequent interest payments are also considered Partnership funds. Because the deposits and interest payments are Partnership funds, there is no justification for returning Plaza Extra East's deposit and interest to the United Corporation. Similarly, there is no justification for attributing Plaza Extra West's deposit and interest to the "elimination of inter-company debt on 12/31/14" for Plessen Enterprises, Inc. – an unexplained phrase that has no justification or documentation to support it. The St. Thomas store's treatment of the deposit and interest is also faulty. The amount should have been returned to the Partnership and not applied to the St. Thomas WAPA bill. As John Gaffney cannot find a copy of the WAPA invoice that the deposit and interest were allegedly applied against, this treatment in the general ledger cannot be substantiated. Further, there is no evidence of payment, receipt or refund of WAPA deposits. As such, we are not able to satisfy ourselves of the

ATTACHMENT IV - Analysis

following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$272,571.59.

Item 3004a – Checks written to Fathi Yusuf

Summary Description of Issue Identified:

Checks written from Partnership to Fathi Yusuf for personal use.

Work performed:

We requested canceled checks for the Plaza Extra bank accounts. John Gaffney informed us that he does not have all of the canceled checks for each of the Plaza Extra bank accounts. Attorney Joel Holt issued subpoenas to the Bank of Nova Scotia and Banco Popular on May 31, 2016. As of the date of this report, the banks have not responded fully.

Opinion as to the Issue Identified:

The total amount of the claim will be determined after discovery is re-opened and completed.

Item 3005/426 – John Gaffney's salary, benefits and bonus

Summary Description of Issue Identified:

Partnership paid John Gaffney's salary, benefits and bonus from October 2012 to April 24, 2013, despite Mr. Gaffney's under oath testimony that he was an employee of the United Corporation. From April 25, 2013 (the date identified in the Winding Up Order) to present, 100% of his salary and benefits have been charged to the Partnership with no allocation documented.

Work performed:

We interviewed John Gaffney and the Hameds regarding John Gaffney's employment with the Partnership and United Corporation. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting a detailed allocation of his time between the Partnership and Non-Plaza Extra/United Corporation from 2012-2015. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney. We were advised by both parties that John was hired by and an employee of the United Corporation, not the Partnership. However, John Gaffney performed bookkeeping services for the Partnership. We noted payments from the Partnership bank accounts to John Gaffney for salary, benefits and bonus. No separate payments for United's sole benefit were located.

Gaffney response:

ATTACHMENT IV - Analysis

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated he is paid \$2,000 salary, \$1,000 monthly personal travel and housing allowance, plus reimbursement for direct costs such as flights and hotel costs and shows 0% of his salary devoted to Non-PE Activities. John Gaffney provided the general ledgers and summary payroll registers.

Opinion as to the Issue Identified:

The audit evidence provided was not sufficient to conclude proper allocation of John Gaffney's salary, benefits and bonus based on time spent between the Partnership and United Corporation. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Salary, benefits and bonus paid to and on behalf of John Gaffney was: \$34,568.80 (2012 – April 24, 2013), \$82,315.84 (April 25, - December 31, 2013), \$122,182.50 (2014), \$125,529.05 (2015), \$60,212 (through June 2016).

Exhibit 3005-a contains a summary of the accounting (extracted from general ledger provided by John Gaffney) of the payments posted to John Gaffney for salary, benefits and bonus.

Given that John Gaffney was hired by the United Corporation in 2012 through April 24, 2013, only 10% of his salary, benefits, and allowances should be allocated to the Partnership. From April 25, 2013 to the present, 50% of his salary, benefits and allowances should be allocated to the Partnership in recognition of his work for the Liquidating Partner and his work for Plaza Extra – New East.

The total amount of the claim is \$226,231.62.

Item 3006 – Partnership funds used to pay Fathi Yusuf's personal legal fees

Summary Description of Issue Identified:

In 2012 and 2013, Fathi Yusuf used funds from the Partnership to pay for his personal legal fees. These expenditures were solely for the benefit of Mr. Yusuf and did not benefit the Partnership.

Work performed:

We interviewed John Gaffney and the Hameds regarding payments to certain attorneys, lawyers and professional in 2012 and 2013. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation as to why these payments were paid by the Partnership.

JVZ reviewed 7 checks that were written on Plaza Extra partnership bank accounts for payment of Fathi Yusuf's personal legal fees. We traced these 7 checks to the Partnership's bank statements to ensure checks cleared the bank account.

Gaffney's response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated he is not in the position to dispute whether the funds (used to pay Fathi Yusuf's lawyers) should be recovered by the Partnership.

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John Gaffney provided detailed of purged transactions as well as other general ledger detail. John Gaffney's response did not include an explanation for business purpose of such transactions as it relates to Plaza.

Opinion as to the Issue Identified:

IRS Pub. 535 - Business Expenses states “[g]enerally, you cannot deduct personal, living, or family expenses.”

The audit evidence obtained suggests these checks were for personal use and would not be deductible for tax purposes under **IRS Pub. 535**. Therefore, we conclude these checks lacked a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The checks were identified, summarized and totaled. Exhibit 3006-a contains a summary of the accounting of the checks, as well as copies of the checks themselves.

The total amount of the claim is \$504,590.63.

Item 3007 – Imbalance in credit card points

Summary Description of Issue Identified:

Credit card points earned on purchases/expenses paid on behalf of the Partnership using personal credit cards should be split evenly between the Hameds and Yusufs.

Work performed:

We interviewed John Gaffney and the Hameds regarding the use of personal credit cards to pay purchases/expenses of the Partnership and the credit card points earned. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting the detail of credit card payments for purchases/expenses from 2012-2015 and statements of credit card points earned on such purchases. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

We were advised by Attorney Holt that further investigation through the legal process of discovery is need for the banks and credit card companies involved in this issue to provide documentation for transactions conducted with the Partnership from 2012-2015.

Gaffney's response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated this request creates significant new work such that is its completely impractical. John Gaffney's response included detail of payments by vendor for the various credit cards used for Partnership transactions from the accounting records.

Opinion as to the Issue Identified:

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We were advised that credit card points earned on purchases paid on behalf of the Partnership using personal credit cards belong to the Partnership and should be split evenly between the Hameds and Yusufs. We noted in the accounting records (general ledger) reimbursements to the Yusufs for purchases/expenses on behalf of the Partnership using personal credit cards. However, we found no evidence, nor were we provided any evidence upon request from John Gaffney, of credit card points earned being returned or used by the Partnership or divided between the Hameds and Yusufs. Additionally, there was no detail provided in the 2012 ledger.

The total amount we identified as reimbursements to the Yusufs for purchases/expenses paid on behalf of the Partnership using personal credit cards based on information obtained from John Gaffney was \$32,085,919.10 from 2013 – 2015. The total amount we identified as reimbursements to the Hameds for purchases/expenses paid on behalf of the Partnership using personal credit cards based on information obtained from John Gaffney was \$15,236,534.50 from 2013 – 2015. We identified a difference of \$16,849,384.60, in the Yusufs favor. We presume a 2.5% earning on credit card purchases.

Exhibit 3007-a contains a summary of the accounting (extracted from vendor detail provided by John Gaffney) of the payments posted as reimbursements for purchases/expenses on behalf of the Partnership using personal credit cards.

The total amount of the claim is \$421,234.62, subject to further refinement after discovery is re-opened and completed.

Item 3008a – United’s Corporate Franchise taxes and Annual Franchise fees

Summary Description of Issue Identified:

The Partnership paid United’s Corporate Franchise taxes and Annual Franchise fees. United is a separate unrelated entity (not under common control).

Work performed:

We interviewed John Gaffney and the Hameds regarding payments of franchise taxes and fees. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting a reason or basis for using PE partnership funds to pay for United Corporation’s franchise taxes and annual franchise fees and provide canceled checks reflecting payment of United Corporation’s franchise taxes and annual fees. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

JVZ reviewed 1 check for \$300 written on Plaza Extra partnership bank accounts for payment to John Gaffney as reimbursing for payment of United Corporation’s franchise taxes and fees (Exhibit 3008a-a). In addition, we reviewed a notice of delinquent franchise taxes, annual reports and annual fees dated November 5, 2012 from the Office of the Lieutenant Governor. The fee due per the later for June 30, 2007 through 2012 totaled \$2,000.52 (Exhibit 3008a-b). We identified check #4433 for \$2,000.52 clearing the Partnership’s bank account on December 31, 2012.

Gaffney’s response:

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John Gaffney's response dated May 17, 2016 (see Attachment IX) stated "it was customary that all United Corporation franchise taxes and annual fees were paid by United Corporation dba Plaza Extra as agreed between the partners Fathi Yusuf and Mohammad Hamed."

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. The rationale provided by John Gaffney was not substantiated by any documented evidence. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$2,300.52.

Item 3009a – Partnership funds used to pay United Shopping Center's property insurance

Summary Description of Issue Identified:

The Partnership paid for the United Shopping Center's property insurance from 2012 to 2015, even though United is a company completely separate from the Partnership.

Work performed:

We interviewed John Gaffney and the Hameds regarding payments of the United Center's property insurance. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting a reason or basis for using PE partnership funds to pay for United Shopping Center's property insurance and provide canceled checks reflecting payment of United Shopping Center's property insurance.

We calculated that the Partnership paid \$31,228.21 in 2013 and \$28,132.63 in 2014 in property insurance for the United Shopping Center (Exhibit 3009-a).

We were advised by Attorney Holt that further investigation through the legal process of discovery is needed for selected vendors involved in this issue to provide documentation for transactions conducted in 2012 and 2015.

Gaffney's response:

PE funds paid insurance for the shopping center because that was the agreement between Fathi Yusuf and Mohammad Hamed. The payment of insurance by PE was 25 year practice.

I found the commercial liability and property policies for 2012 that reflect, among other things, the value of insured properties. Subsequent policies are likely to be substantially the same.

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Invoice payments for policies paid by Plaza STT are unavailable since those records remain in St. Thomas. I searched the invoices paid by East in 2014 without success. . . . 2013 records are too far back in the warehouse to conduct a search for this blanket request.

In lieu of the extensive document request, provided herein are the schedules of Prepaid Insurance for years 2012 through 2015 with remarks regarding allocation of charges between the Plaza stores and the Shopping Center as I learned them.

The first schedule for 2012 was inherited from Margie Soeffing (prior United Corp dba Plaza Extra Controller). I could not understand her allocations sufficiently nor could she offer much help as she admitted a great deal of confusion about insurance. After several conversations with her and then Fathi Yusuf, I prepared a new schedule to close 2012 and to provide a base for moving forward to 2013.

Opinion as to the Issue Identified:

We found no evidence of the business purpose of such transactions as it relates to the Partnership. As such, we are not able to satisfy ourselves of the following management assertions:

1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$59,360.84, pending further discovery for 2012 and 2015.

Item 3010 – Vendor rebates

Summary Description of Issue Identified:

It is unclear whether all vendor rebates were properly allocated to the Partnership accounts.

Work performed:

We interviewed John Gaffney and the Hameds regarding vendor rebates. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting statements or invoices from vendors for items in a list emailed to John Gaffney on 1/21/16 by JVZ. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

We were advised by Attorney Holt that further investigation through the legal process of discovery is need for selected vendors involved in this issue to provide documentation for transactions conducted with the Partnership from 2012-2015.

Gaffney's response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) to our request to provide statements or invoices from vendors for items in a list stated:

I made this point when you originally asked for these documents. I asked what your reason was for making the request and further informed you that any evidence of the

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vendor rebates was contained in the original sales journal records which you had in your possession. Furthermore, I described how the cash room clerks handle a tremendous volume of daily items and it is likely that even if details were given to them along with the check, they likely just discarded it. The greater likelihood is that they rarely go vendor rebate details as most checks were forwarded to them by management or whoever opened the daily mail - often the Hameds.

John Gaffney provided copies of some of the requested information.

Opinion as to the Issue Identified:

JVZ reviewed vendor statement and canceled checks provided by John Gaffney. However, the information was incomplete and missing several requested documents. JVZ advised Attorney Holt that we were not able to conclude that all vendor rebates payable to the Partnership had been credited to the Partnership's account during the period due to insufficient records provided by John Gaffney.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further discovery is needed to determine the amount of this claim.

Item 3011 – Excessive travel and entertainment expenses

Summary Description of Issue Identified:

Reimbursements to the Yusufs for travel and entertainment expenses.

Work performed:

JVZ reviewed the general ledger detail for travel and entertainment expenses in excess of \$500 and travel reimbursed to John Gaffney and United Corporation. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting back-up documentation to support each travel and entertainment expense for every item in excess of \$500.

Gaffney's response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated:

[I]ncluded herein are the general ledgers that show each expenditure charged to a/c 68200 Travel & Hotels and a/c 64900 Meals & Entertainment for the period 2013 through 2015.

Again, 2012 does not offer the same level of detail as has been explained previously. Furthermore, 2012 is a closed year for tax audit purposes as per the final court order winding up the federal case.

This request is unusually broad and it is highly unlikely that even a tax audit would be so broad. This request would easily take one or more weeks to comply with if we had all of the records and had additional personnel for the task. But as you know, we don't have all of the records as many of the records remain in the custody of the Hameds nor do we have the needed personnel for such a large task.

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I suggest you conduct a test sample of 5% as would be customary in either an outside audit by a CPA firm or a taxing authority and that you limit your selections Plaza East and Plaza West. And omit 2012 as it is not relevant nor do we have any source documentation as those records remain under Hamed control in St. Thomas.

Opinion as to the Issue Identified:

IRS Pub. 463 - Travel, Entertainment, Gift, and Car Expenses states “[i]f you deduct travel, entertainment, gift, or transportation expenses, you must be able to prove (substantiate) certain elements of expense. You should keep adequate records to prove your expenses or have sufficient evidence that will support your own statement. You must generally prepare a written record for it to be considered adequate. This is because written evidence is more reliable than oral evidence alone”.

Since no audit evidence was obtained, it is impossible to conclude that the expenditures were for business related purposes. Therefore, we conclude these checks lacked a business purpose and would not be deductible for tax purposes under **IRS Pub. 535**. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management’s assertions.

Exhibit 3011-a contains a summary of the accounting of the transactions extracted from the general ledger (provided by John Gaffney). These transactions were identified, summarized and totaled.

The total amount of the claim is \$23,745.24.

Item 201 – Reimbursement for sale of the Dorthea condo

Summary Description of Issue Identified:

Fathi Yusuf purchased a condo in the Dorthea condo complex on St. Thomas with Partnership funds. He did not reimburse the Hameds for their portion of the sale.

Work performed:

We reviewed the April 2, 2014 deposition of Fathi Yusuf (Exhibit 201-b) regarding the arrangements with the sale of the Dorthea property. We also interviewed the Hameds regarding the Dorthea condo and the Hameds advised they never received their share from the sale of the condo, which is calculated in Exhibit 201-a. Additionally, no canceled check has been provided to show that the Hameds have been reimbursed.

Gaffney’s response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

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Based on the information observed in Exhibits 201-a and 201-b, we concluded the total amount of the claim is \$802,966.

Item 210 – Hamed payment of taxes during criminal case

Summary Description of Issue Identified:

Waleed Hamed paid his 2002 – 2012 VIBIR taxes from his own personal bank account, as did Waheed Hamed. Conversely, the Yusufs' personal 2002—2012 VIBIR taxes were fully paid by the Partnership

Work performed:

We interviewed Waleed and Waheed Hamed regarding their tax payments for 2002-2012. We were advised that the Partnership paid for the Yusufs' taxes (all United shareholders, which included Yusuf children who didn't work in the stores) during this time period. In addition, we were provided copies of the canceled check for the payment of Waleed's taxes from his personal Banco Popular account in the amount of \$129,546.00 (Exhibit 210-a) and the canceled checks for Waheed's taxes from his personal Banco Popular account in the amount of \$3,582.00 (Exhibit 210-b). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to Waleed and Waheed for these tax payments or payments of the taxes made by the Partnership directly to VIBIR for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

Based on the fact that the normal business practice was to provide shareholders distributions to cover VIBIR taxes, we concluded the payment made by Waleed and Waheed Hamed should be reimbursed to them to satisfy ourselves of management's assertion: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$133,128.

Item 221 – Unsubstantiated checks to NejeH Yusuf

Summary Description of Issue Identified:

We noted 6 payments totaling \$14,756.46 to NejeH Yusuf which appear to lack business purpose (Plaza Extra STT Scotia Bank Operating Account checks #37060, 37637, 37846, 37856, 38757, 39032) (Exhibit 221-a).

Work performed:

JVZ reviewed checks written on Plaza Extra partnership bank accounts for payment to NejeH Yusuf. We interviewed John Gaffney and the Hameds regarding payments made to NejeH Yusuf. We also

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provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation. We requested from John Gaffney, but to date have not been provided, several Scotia Bank statements and canceled checks (see Attachment III). Therefore, we did not trace checks to bank statements.

Gaffney's response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) stated Willie Hamed scrutinized NejeH Yusuf's expense reimbursements request very carefully before co-signing a check to pay any of them. John Gaffney include screen prints from the accounting system, but did not provide any proof of the business rationale for each expenditure.

Opinion as to the Issue Identified:

IRS Pub. 535 - Business Expenses states "[g]enerally, you cannot deduct personal, living, or family expenses."

Since no audit evidence was obtained, it is impossible to conclude that the expenditures were for business related purposes. Therefore, we conclude these checks would not be deductible for tax purposes under **IRS Pub. 535**. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

These transactions were identified, summarized and totaled. The total amount of the claim is \$14,756.46.

Item 242 – NejeH Yusuf's cash withdrawals from safe

Summary Description of Issue Identified:

NejeH Yusuf's cash withdrawals from the large safe in the cash room of the STT.

Work performed:

JVZ reviewed Cash Room (Large Safe) Receipt Count dated 3/10/15 (Exhibit 242-b). Records shows cash withdrawals from Plaza East St Thomas store safe. JVZ extracted 232 cash withdrawals by NejeH Yusuf. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation where the withdrawals identified in exhibits 242-a were represented in the financial statements.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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While some of these items may have been legitimate business expenses, no sufficient reliable audit evidence was provided for review. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

The withdrawals by Nejeih Yusuf were identified, summarized and totaled. Exhibit 242-a contains a summary of the cash withdrawals from the safe by Nejeih Yusuf.

The total amount of the claim is \$53,384.67.

Item 244 – Reimbursement for Fathi Yusuf withdrawal of funds related to Tutu Park rent payments

Summary Description of Issue Identified:

Rent payments in the amount of \$41,462.28 were due for the period of November 1, 2014 through October 31, 2015 for the Plaza Extra St. Thomas Tutu store (Exhibit 244-a). The Liquidating Partner paid the rent due and then paid himself an equal amount.

Work performed:

We interviewed the Hameds regarding rental payments from 2014-2015. The Hameds advised the Partnership owed half that amount and KAC357 Inc. owed the other half, as it had taken over the Tutu Park Plaza Extra store on May 1, 2015. The Liquidating Partner paid the full amount of the rent due, even though only half of the rent amount was the Partnership's responsibility (Exhibit 244-b).

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment to the Liquidating Partner was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$41,462.28.

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Items 246, 255, 260, 318 – Seaside Market & Deli LLC

Summary Description of Issue Identified:

Inventory was transferred to Seaside Market & Deli LLC. Partnership resources such as shipping containers to ship foam panels and other items, personnel, and trucks were used by Seaside Market & Deli LLC without being properly recorded and reimbursed to the Partnership. Discounted sales from the Partnership were provided to Seaside Market & Deli LLC.

Work performed:

We interviewed John Gaffney and the Hameds regarding payments made to Seaside Market & Deli LLC. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting how inventory sold/transferred was accounted for between PE and Seaside, how PE resources used (i.e. shipping containers, personnel, trucks) for Seaside were accounted, how pricing for inventory sold/transferred to Seaside was determined, and provide the canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

We were advised by Attorney Holt that further investigation through the legal process of discovery is needed from selected vendors involved in this issue in order to determine the full amount of the claim.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these items were reimbursed and the reimbursement of these items was properly recorded. Further, no methodology was given to determine whether the discounted sales to Seaside were fair prices or should have been given in the first place. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, pending the re-opening of discovery.

Item 248 – KAC357, Inc. payment of invoice from J. David Jackson PC

KAC357, Inc. paid fees to J. David Jackson PC for review of Partnership tax returns.

Work performed:

We reviewed Exhibit 248-a which includes an invoice from David Jackson PC for tax services provided. We interviewed Waleed Hamed regarding this invoice. Waleed advised he made this payment from KAC357, Inc.'s Banco Popular account and was never reimbursed. In addition, we were provided a copy of the canceled check for the payment (Exhibit 248-b). We also reviewed the invoice submitted by

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J. David Jackson PC. We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to Waleed for these payments or payments made by the Partnership directly to J. David Jackson PC for review of tax return for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by KAC357, Inc. was for a valid business expense or served a business purpose. As such, we concluded the payment made by KAC357, Inc. should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$832.50.

Item 253 – NejeH Yusuf's use of Partnership resources

Summary Description of Issue Identified:

Partnership resources such as a compressor, shipping containers, personnel, and trucks were used by NejeH Yusuf for his personal businesses.

Work performed:

We interviewed the Hameds regarding NejeH Yusuf's use of Partnership resources for his personal businesses. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe how PE resources used for NejeH Yusuf's personal businesses were accounted. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

We were advised by Attorney Holt that further investigation through the legal process of discovery is needed from selected vendors involved in this issue in order to determine the full amount of the claim.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these items were properly recorded and reimbursed. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, pending the re-opening of discovery.

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Item 256 – KAC357, Inc. payment of invoice from J. David Jackson PC

KAC357, Inc. paid fees to J. David Jackson PC for review of Partnership tax returns.

Work performed:

We reviewed Exhibit 256-a which includes an invoice from David Jackson PC for tax services provided. We interviewed Waleed Hamed regarding this invoice. Waleed advised he made this payment from KAC357, Inc.'s bank and was never reimbursed. We also reviewed the invoice submitted by J. David Jackson PC. We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to Waleed for these payments or payments made by the Partnership directly to J. David Jackson PC for review of tax return for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by KAC357, Inc. was for a valid business expense or served a business purpose. As such, we concluded the payment made by KAC357, Inc. should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$652.50.

Item 265 – Wally Hamed's personal payment of accounting and attorneys' fees in *United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015*

Summary Description of Issue Identified:

Waleed Hamed paid from his personal Banco Popular account the criminal attorneys' fees in *United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015*. The accountant and attorneys' fees were incurred when all of the defendants were represented under the joint defense agreement. That joint defense agreement provided for the payment of attorneys' fees by the United Corporation, which subsequently was recognized as the Partnership (Exhibit 265-a).

Work performed:

We interviewed Waleed Hamed regarding his payments of the criminal attorneys' fees which benefited the Partnership. Waleed advised he made these payments and was never reimbursed. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) asking whether these fees were reimbursed. Finally, we were provided a copy of the canceled checks for the payment (Exhibit 265-b).

We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to Waleed for these payments or payments made by the Partnership directly to Waleed Hamed for the same period. None were found. We also reviewed the April 17, 2014 Order by United

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States Magistrate Judge Geoffrey W. Barnard finding that “the subject invoices were reviewed in camera and the work performed by counsel and the accountants was in furtherance of the object of the Joint Defense Agreement. . . . Accordingly, the sum of \$332,900.42 is directed to be released . . . for distribution to counsel and experts in the sums approved pursuant to the Joint Defense Agreement.”

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by Waleed served a business purpose relating to the Partnership, as it dealt with the payment of legal and accounting fees in the criminal case against the Partnership (VI D. Ct. 2005-cr-015). As such, we concluded the payment should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$332,900.42.

Item 272 - Tutu Park Mall 2014 taxes and the corresponding Partnership withdrawals taken by Mr. Fathi Yusuf

Summary Description of Issue Identified:

The Partnership paid the 2014 taxes owed for the STT store, paying the STT landlord \$43,069.38 for the 2014 tax bill. The Liquidating Partner then paid United, his corporation, \$46,990.48 from the Partnership account.

Work performed:

We interviewed Waleed Hamed and Attorney Joel Holt regarding the payments to the STT landlord and United (Exhibit 272-b). We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation regarding the Partnership paying the full 2014 tax when it only owed half, as well as why United was paid a rent adjustment and why the adjustment was \$3,921.12 more than the 2014 tax. We reviewed the 2015 general ledger provided by John Gaffney to confirm that the payments were recorded. Finally, we reviewed the Partnership's October 2015 Banco Popular United Corporation Partnership Claims Reserve Account (9091) to confirm the payment to the STT landlord and to United cleared the account (Exhibit 272-a).

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence that this payment to the United Corporation was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves

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of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$46,990.48.

Item 275 – KAC357, Inc. payment of invoices from FreedMaxick

Summary Description of Issue Identified:

KAC357, Inc. paid fees to FreedMaxick for the review of Partnership records on behalf of the Partnership.

Work performed:

We interviewed Waleed Hamed regarding payments to FreedMaxick made on behalf of the Partnership. Waleed advised KAC357, Inc. made this payment and was never reimbursed. In addition, we were provided a copy of the canceled check #22194 (Exhibit 275-a) for the payment as well as the invoice from FreedMaxick (Exhibit 275-b). We reviewed the general ledgers from 2015 to present provided by John Gaffney for any reimbursements to KAC357, Inc. for the payment or payments made by the Partnership directly to FreedMaxick for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by KAC357, Inc. were for a valid business expense or served a business purpose. As such, we concluded the payment made by KAC357, Inc. should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$6,245.

Item 278 – KAC357, Inc. payment of Partnership WAPA invoices

Summary Description of Issue Identified:

KAC357, Inc. paid WAPA on behalf of the Partnership.

Work performed:

We interviewed Waleed Hamed regarding payments to WAPA made on behalf of the Partnership. Waleed advised KAC357, Inc. made this payment and was never reimbursed. In addition, we were

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provided a copy of the canceled check #1233 for the payment, as well as the invoice from WAPA (Exhibit 278-a). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to KAC357, Inc. for the payment or payments made by the Partnership directly to WAPA for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by KAC357, Inc. were for a valid business expense or served a business purpose, i.e., WAPA services prior to the sale of the St. Thomas Plaza Extra store. As such, we concluded the payment made by KAC357, Inc. should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$81,713.80.

Item 279 – KAC357, Inc. payment of Partnership Tropical Shipping invoices

Summary Description of Issue Identified:

KAC357, Inc. paid Tropical Shipping on behalf of the Partnership.

Work performed:

We interviewed Waleed Hamed regarding payments to Tropical Shipping made on behalf of the Partnership. Waleed advised KAC357, Inc. made this payment and was never reimbursed. In addition, we were provided the invoice from Tropical Shipping (Exhibit 279-a). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to KAC357, Inc. for the payment or payments made by the Partnership directly to Tropical Shipping for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by KAC357, Inc. were for a valid business expense or served a business purpose. As such, we concluded the payment made by KAC357, Inc. should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$23,848.

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Item 281 – Payment of NejeH Yusuf credit card bill

Summary Description of Issue Identified:

We noted a Bank of America credit card in the name of NejeH Yusuf and the Partnership.

Work performed:

We interviewed Waleed Hamed regarding the credit card bill. In addition, we were provided a copy of the credit card statement from Bank of America (Exhibit 281-a). We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to advise who is responsible for this liability and where is the liability recorded in the general ledger, and provide the canceled checks, bank statements, credit card statements, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

IRS Pub. 535 - Business Expenses states “[g]enerally, you cannot deduct personal, living, or family expenses.”

Since no audit evidence was obtained, it is impossible to conclude that the expenditures were for business related purposes. Therefore, we conclude these checks would not be deductible for tax purposes under **IRS Pub. 535**. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$49,715.05.

Item 290 – NejeH Yusuf removed property belonging to KAC357 Inc.

After the sale of the St. Thomas Plaza Extra store to KAC357 Inc., NejeH Yusuf removed a pressure washer, printer, 32” monitor, and DVD recorder without paying for the items.

Work performed:

We interviewed the Hameds regarding NejeH Yusuf's removal of property from the STT store. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney. We did not find any reimbursements to KAC357 Inc. for items removed by NejeH.

Gaffney's response:

No request was sent to John Gaffney.

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Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these items removed were properly recorded and reimbursed. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, as described in AU-C 315.A128.

Due to the lack of sufficient information, further investigation through the legal process of discovery is needed.

Item 297 – Retirement bonus paid to Mary Gonzales

Summary Description of Issue Identified:

Mary Gonzales was paid a retirement bonus with Partnership funds after the stores were transferred. At the time the bonus was paid, Mary Gonzales was an employee of the new Plaza Extra-East.

Work performed:

We interviewed the Hameds regarding payments to Mary Gonzales. We were advised that Mary Gonzales retired after the Plaza Extra East store was transferred to the Yusufs, making this is an expense for the new Plaza Extra-East, not the Partnership. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to identify where Mary Gonzales' bonus payment is reflected on the general ledger and to provide the canceled check for Mary Gonzales' bonus payment, her last payroll check and her 2015 W-2. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney and Exhibit 297-a, which was provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

According to the general ledger provided by John Gaffney, the date of the bonus payment was April 1, 2015 and was recorded in the Partnership Plaza Extra East general ledger. The Plaza Extra East store was transferred to Fathi Yusuf on March 9, 2015. The work performed and documentation provided was sufficient and reliable audit evidence to conclude that this payment should be reimbursed to the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$28,899.28.

Item 299 – 2015 Workers' Compensation Payment

Summary Description of Issue Identified:

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Potential that the Partnership paid the entire year of 2015 workers' compensation payments for Plaza Extra East and new Plaza Extra-East.

Work performed:

We interviewed the Hameds regarding payments the workers' compensation payment for the three stores. They were concerned that there is a possibility that the Liquidating Partner paid the entire annual amount due for 2015 workers' compensation for the East store. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to identify whether the full 2015 workers' compensation payments were paid the Partnership for the new Plaza Extra-East.

Because United Corporation paid some Partnership expenses directly and then was reimbursed by the Partnership, we are unable to determine from the general ledgers what expenses are being covered when the United Corporation is reimbursed. The Partnership reimbursement to the United Corporation may cover items for the new Plaza Extra-East.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

The Plaza Extra-East store transferred out of the Partnership on March 9, 2015. As a result, the Partnership should cover the workers' compensation for the Plaza Extra-East only through March 8, 2015. We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney to determine whether the entire 2015 workers' compensation payment was made for the new Plaza Extra-East. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, further investigation through the legal process of discovery is needed to determine the total amount of this claim.

Item 310 – 2015 Health permit payments for new Plaza Extra-East

Summary Description of Issue Identified:

Potential that the Partnership paid the entire year of 2015 health permit payments for Plaza Extra East and new Plaza Extra-East. We noted check #100615 for \$850 payable to Department of Health from #10300 Cash – Bank Op'g 8830 recorded on East in 2015.

Work performed:

We traced the check to the Partnership's bank statements and noted check cleared the bank account. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to advise if the 2015 health permits for Plaza Extra East were paid in full and provide the canceled checks, bank statements, invoices and other back up documentation.

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Because United Corporation paid some Partnership expenses directly and then was reimbursed by the Partnership, we are unable to determine from the general ledgers what expenses are being covered when the United Corporation is reimbursed. The Partnership reimbursement to the United Corporation may cover items for the new Plaza Extra-East.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney to determine whether the entire 2015 workers' compensation payment was made for the new Plaza Extra-East. As such, we are not able to satisfy ourselves of the following management assertions:

1. Occurrence
2. Accuracy
3. Classification

The total amount of the claim is \$850, subject to further refinement after discovery is re-opened and completed.

Item 312 – Replacement of four condensers, plus associated costs for shipping, delivery and installation

Summary Description of Issue Identified:

Four condensers were installed at Plaza Extra East after the value of the store's equipment had been agreed to as part of the evaluation for transferring the stores between the partners. The four condensers were for the New Plaza East store.

Work performed:

We interviewed the Hameds regarding the items purchase. The Hameds advised the cost of the four condensers, plus the associated costs for shipping, delivery and installation were paid by the Partnership. This transaction has been the subject of objections to the liquidating Partners report (Exhibit 312-a). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements from the Yusufs for these items purchased using Partnership funds. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that these payments should be reimbursed to the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

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The total amount of the claim is \$59,867.02, subject to further refinement after discovery is re-opened and completed.

Item 314 – 2015 Business license payment for Plaza East

Summary Description of Issue Identified:

Potential that the Partnership paid the entire year of 2015 workers' compensation payments for Plaza Extra East and new Plaza Extra-East.

We interviewed the Hameds regarding payments the business license payment for Plaza East. They were concerned that the Liquidating Partner paid the entire annual amount due for 2015 business license for the new Plaza Extra-East store. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to identify whether the full 2015 business license was paid by the Partnership for the new Plaza Extra-East.

Because United Corporation paid some Partnership expenses directly and then was reimbursed by the Partnership, we are unable to determine from the general ledgers what expenses are being covered when the United Corporation is reimbursed. The Partnership reimbursement to the United Corporation may cover items for the new Plaza Extra-East.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney to determine whether the 2015 business license payment was made for the new Plaza Extra-East. As such, we are not able to satisfy ourselves of the following management assertions: occurrence.

Due to the lack of sufficient information, further investigation through the legal process of discovery is needed to determine the total amount of this claim.

Item 315 – 100 shopping carts purchased for Plaza Extra-East

Summary Description of Issue Identified:

Shortly before the stores were transferred on March 9, 2015 between the Partners, Fathi Yusuf ordered 100 shopping carts for Plaza Extra-East on February 23, 2015 (Exhibit 315-a).

Work performed:

We interviewed the Hameds regarding the shopping carts. The Hameds advised the shopping carts were ordered by Fathi Yusuf for use in the new Plaza Extra-East and paid for with Partnership funds. The

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Hameds disagreed with this expenditure, asserting that the purchase should be paid for by the new Plaza Extra-East because the purchase did not benefit the Partnership due to the proximity of the purchase to the transfer of the stores.

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that these payments should be reimbursed to the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of this claim is \$13,117.

Item 316 – Inventory moved from Plaza West to East after official inventory

Summary Description of Issue Identified:

Shortly before the stores were transferred on March 9, 2015 between the Partners, inventory was moved from Plaza West to East.

Summary Description of Issue Identified:

We interviewed the Hameds regarding inventory was moved from Plaza West to East. The Hameds advised they observed inventory being moved by the Yusufs from Plaza West to Plaza East after the official inventory accounts were completed. We reviewed the general ledgers from 2012 to present provided by John Gaffney. We did not find any journal entries or adjustments for inventory removed.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these inventory removed were properly recorded. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, as described in AU-C 315.A128.

Due to the lack of sufficient information, further investigation through the legal process of discovery is needed to determine the total amount of this claim.

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Item 319 – BJ's Wholesale Club vendor credit

Summary Description of Issue Identified:

A credit of \$5,632.57 from BJ Wholesales was placed on Mike Yusuf's personal credit card and it is unclear whether that credit was ever given back to the Partnership.

Work performed:

We interviewed the Hameds regarding the credit. The Hameds believe that the BJ Wholesale Club vendor credit was applied to Mike Yusuf's personal account and did not see any corresponding documentation to show that it was deposited back into the Partnership account. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of how the credits work and to explain the journal entry.

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the credit on the overpayment was properly recorded or returned to the Partnership. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, 2. Accuracy as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further discovery is needed to determine the amount of this claim.

Item 329 – 2015 Real Estate Tax for Plaza Extra-STT

Summary Description of Issue Identified:

2015 real estate taxes due for Plaza Extra - Tutu totals \$38,484.35. The Partnership is responsible for the real estate tax from January 1, 2015 to April 30, 2015 (on May 1, 2015, the St. Thomas store was transferred out of the Partnership) (Exhibit 329-a).

Work performed:

We interviewed the Hameds regarding the real estate taxes for Plaza STT. We reviewed the KAC357, Inc. check used to pay the entire year of 2015 real estate taxes (Exhibit 329-b). We reviewed the general

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ledgers from 2015 to present provided by John Gaffney for any payments made by the Partnership for the 2015 real estate taxes or allocation of the Yusufs share of the tax prior to the split. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude the tax is a valid business expense and should be split between the owners for their share prior to the split to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$12,652.39.

Item 331 – 2015 Insurance for St. Thomas Plaza Extra car

Summary Description of Issue Identified:

The Master allowed the Yusufs to purchase a car from the St. Thomas store. The Hameds believe that the car insurance for 2015 was paid for by the Partnership. As the Partnership no longer owned the car as of May 1, 2015, the remainder of the insurance premium should be returned to the Partnership.

Gaffney's response:

John Gaffney did not respond to our request.

Worked Performed

We interviewed the Hameds regarding the car insurance for the car previously owned by Plaza Extra St. Thomas. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) asking whether the car insurance was paid in full for 2015 and requesting documentation for the transaction.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the car insurance premium was properly recorded or the proper amount returned to the Partnership. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, 2. Accuracy as described in AU-C 315.A128.

Due to the lack of sufficient information, further investigation through the legal process of discovery is needed to determine the total amount of this claim.

Item 333 – KAC357, Inc. payment of Partnership AT&T invoices

Summary Description of Issue Identified:

KAC357, Inc. paid AT&T invoices on behalf of the Partnership:

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Work performed:

We reviewed two AT&T invoices in the name of Plaza Extra Supermarket (Exhibit 333-a). We interviewed Waleed Hamed regarding payments to AT&T made on behalf of the Partnership. Waleed advised KAC357, Inc. made this payment and was never reimbursed. In addition, we were provided a copy of credit card statement used to pay for the AT&T charge (Exhibit 333-b). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to KAC357, Inc. for the payment or payments made by the Partnership directly to AT&T for the same period. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the payment made by KAC357, Inc. were for a valid business expense or served a business purpose. As such, we concluded the payment made by KAC357, Inc. should be reimbursed to the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in **AU-C 315.A128**.

The total amount of the claim is \$755.76.

Item 334 – Point of Sale transactions (purchases on account)

Summary Description of Issue Identified:

Point of sale transactions were made by the Yusufs and then voided on the electronic journal. As an example, Maher Yusuf's sister made purchases on account totaling \$679.65 and Mike Yusuf voided the charges and did not reimburse the Partnership.

Work performed:

We interviewed the Hameds regarding purchases made by Maher Yusuf. We reviewed Plaza Extra Electronic Journal (Exhibit 334-a and 334-b) dated 1/16/2013 for purchases made by Maher Yusuf per our conversation with the Hameds. We were advised these purchases were made on account and never paid. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of how was voided and canceled Point-of-Sale transactions accounted for in the general ledger and provide documentation for all voided and canceled Point-of-Sale transactions by store employee for each store and the corresponding journal entries. In addition, we reviewed the bank statements and general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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This transaction appears to be unrecorded in the accounting records. We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that these transactions were recorded. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$925.94, subject to further refinement after discovery is re-opened and completed.

Item 335 – No credit for expired (spoiled) inventory discovered at Plaza Extra West

Summary Description of Issue Identified:

After the final inventory count was completed and the transfer of the Plaza Extra West store occurred, the Hameds discovered expired and spoiled inventory (Exhibit 335-a and 335-b).

Work performed:

We interviewed the Hameds regarding the inventory count. The Hameds advised that subsequent to the final count, they observed expired and spoiled inventory included in the final count. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation as to why a credit for spoiled and expired inventory items was not given to Plaza Extra West. We reviewed the general ledgers from 2012 to present provided by John Gaffney. We did not find any journal entries or adjustments for inventory expired and spoiled.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that expired and spoiled inventory was properly recorded. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, 2. Accuracy as described in AU-C 315.A128.

The total amount of the claim is \$54,592.08.

Item 338 - Merrill Lynch accounts (ML 140-21722, ML 140-07884, and ML 140-07951) financed with Partnership funds

Summary Description of Issue Identified:

Fathi Yusuf took Partnership funds and placed them into separate Merrill Lynch accounts [REDACTED] in the name of his nephews, Fathieh Yousef and Hamdan Diamond [REDACTED] and [REDACTED]. These funds were recently discovered and it was determined that the funds are actually

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those of the Partnership. A request in the past year for their recovery has been made to the Liquidating Partner and ignored.

Worked performed:

We interviewed the Hameds regarding the Merrill Lynch account [REDACTED] [REDACTED]. The Hameds advised us that funds were taken out of the Partnership account and placed into a Merrill Lynch account in the names of Fathieh Yousef and Hamdan Diamond. A request was made to Fathi Yusuf's attorney, Greg Hodges, to list these accounts as Partnership assets (Exhibit 338-a). We reviewed the general ledgers from 2012 to the present provided by John Gaffney to ascertain whether these account were listed in the general ledger. No entries were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction was properly recorded. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, 2. Accuracy as described in **AU-C 315.A128**.

Due to the lack of sufficient information, further investigation through the legal process of discovery is needed to determine the total amount of this claim.

Item 340 - Rents collected from Triumphant church

Summary Description of Issue Identified:

Nejeh Yusuf collected rent in the form of cash from property owned by the Hamed and Yusuf families.

Work performed:

JVZ reviewed 13 Plaza Extra Supermarket receipts for cash payments of \$300 in rent paid by Triumphant Church and collected by Nejeh Yusuf from April 2014 through April 2015. Exhibit 340-a contains a summary of the rent received for Triumphant Church, as well as copies of the Plaza Extra Supermarket receipts. We interviewed the Hameds regarding rents collected from Triumphant church. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation how the amounts collected by Nejeh from Triumphant Church were accounted for on the 2014-2015 general ledgers. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the funds were actually deposited into the Partnership or any other joint account. As such, we are not able to satisfy ourselves of the following management assertions: 1. Completeness, 2. Accuracy as described in AU-C 315.A128.

The total amount of the claim is \$3,900.

Item 343 – KAC357, Inc.’s American Express payments deposited to Partnership account

Summary Description of Issue Identified:

After the Plaza Extra West store was transferred out of the Partnership, American Express payments to the store were still being deposited into the Partnership Banco Popular account. This occurred due to an error in configuring the credit card processing machines on the part of the Banco Popular technician.

Work performed:

We interviewed Shawn Hamed regarding these payments being made into the Partnership account. Shawn advised that these deposits were not credited back to KAC357, Inc. In addition, we were provided with copies of the Partnership’s bank statements showing the deposits (Exhibits 343-a and 343-b). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to KAC357, Inc. for the deposits made into the Partnership account for the same period. None were found.

Gaffney’s response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that the American Express deposits were for a valid business expense or served a business purpose. As such, we concluded the American Express deposits should be reimbursed to the Hameds to satisfy ourselves of management’s assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$12,272.67.

Item 345 –UVI payment

Summary Description of Issue Identified:

Plaza Extra East deposited in error into its bank account a payment from UVI due to Plaza Extra West after the Partnership split.

Work performed:

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We interviewed the Hameds regarding this payment made to the Partnership. We were advised this payment was for purchases made on account (due from UVI) at Plaza Extra West and should have been deposited into Plaza Extra West bank account. However, it was deposited into Plaza Extra East bank account. In addition, we were provided a copy of the canceled check #01297432 from UVI for the account payment as well as the invoice from Plaza West (Exhibit 345-a). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to Plaza West for the payment. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that deposited by Plaza East should be reimbursed to the new Plaza Extra West and the Hameds to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of the claim is \$292.61.

Item 346a – Attorney and accounting's fees paid by the Partnership for the criminal case

Summary Description of Issue Identified:

Yusuf and United operated a money laundering / tax avoidance operation. In addition to fines and penalties, the Partnership was forced to pay accounting and attorneys' fees for the criminal case. The Court found, and as the Hameds and Yusuf have repeatedly testified, Fathi Yusuf, not the Hameds exclusively controlled all business accounting – as detailed in the *Expert Report of Lawrence Schoenbach, Esq.*

Work performed:

We interviewed the Hameds regarding the money laundering/tax avoidance operation. We reviewed the *Expert Report of Lawrence Schoenbach, Esq.* We also reviewed copies of the canceled checks, which were written for professional fees related to criminal case from Plaza Extra partnership bank accounts. (Exhibit 346a-b). The checks were identified, summarized and totaled (Exhibit 346a-b). We reviewed the general ledgers from 2012 to present provided by John Gaffney for any reimbursements to the Hameds for payment. None were found.

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

The work performed and documentation provided was sufficient and reliable audit evidence to conclude that deposited by Plaza East should be reimbursed to the new Plaza Extra West and the Hameds to

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satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$989,626.90.

Item 353 – Due to/from Fathi Yusuf

Summary Description of Issue Identified:

We noted a balance of \$186,819.33 in the due to/from Yusuf account recorded on Plaza STT accounting records as of June 30, 2015. This balance has carried over prior to January 1, 2013 according to the accounting records provided by John Gaffney. This amount was used in the calculation of a pay out in the Summary of Remaining Partnership Items.

Work performed:

We interviewed the Hameds regarding payments due to Fathi Yusuf. We reviewed the summary of Summary of Remaining Partnership Items (Exhibit 353-a). We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$186,819.33, subject to further refinement after discovery is re-opened and completed.

Item 355 –\$2.7 million unilateral withdrawal from the Partnership account

Summary Description of Issue Identified:

We noted a withdrawal from the Partnership account that was not approved nor signed by the Hameds.

Work performed:

We reviewed check #1154 dated 8/15/2012 payable to United Corporation (Exhibit 355-a) and an online screen print of Scotia Bank account ending #6413 showing check #1154 clearing account (Exhibit 355-b) and we reviewed the Yusuf's justification for the \$2.7 million withdrawal from the Partnership account (Exhibit 355-c). We also interviewed the Hameds regarding this payment to United

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Corporation and the Hameds advised that this check was withdrawn by the Yusufs without a business purpose or proper accounting (Exhibit 355-d). We also reviewed Maher Yusuf's deposition testimony as the 30(b)(6) witness for United Corporation, which showed that \$1.6 million, a part of the justification for the withdrawal of the total \$2.7 million, was not properly accounted as it intentionally destroyed reconciled receipts between the two families for Plaza Extra-East only (and that reconciliation was not complete, per Maher's testimony). More importantly, Maher testified that significant numbers of such receipts that were the only evidence of cash transactions were intentionally destroyed by the parties in 2001. Further, the \$1.6 million did not include a reconciliation of the Hamed/Yusuf receipts for Plaza Extra West and St. Thomas. (Exhibit 355-e).

Gaffney's response:

No request was sent to John Gaffney.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment to United Corporation was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$2,784,706.25.

Item 356 – 2012-2013 Real Estate Taxes for Plaza Extra STT

Summary Description of Issue Identified:

The landlord for the Plaza Tutu Store billed \$79,009.87 for the store's percentage of the 2012 and 2013 real property taxes under the written lease (Exhibit 356-a). The entire amount was paid by the Partnership (Check #270) and \$89,443.92 was paid to Fathi Yusuf on the same day as a partnership distribution referencing 2012/13 real property taxes (Check #271).

Work performed:

We interviewed the Hameds regarding these payments to Fathi Yusuf. We reviewed the Declaration of Joel H. Holt dated February 8, 2016 (Exhibit 272-b) along with its attachments, as well as the letter requesting payment and statement of taxes from the landlord, along with its attachments (Exhibit 356-a). We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to explain why Plaza Extra East claimed a rent adjustment in response to 2012/2013 real estate tax payments and why Plaza Extra East's rent adjustment taken in response to the 2012/2013 real estate tax payments for Plaza Extra Tutu Park Mall was \$10,433.05 more than the tax payments and provide supporting documentation.

We traced these checks to the Partnership's operating bank statements to ensure checks cleared the bank account.

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Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any ~~sufficient~~ reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment to Fathi Yusuf was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$89,443.92.

Item 357 – Payment to Dudley, Topper and Feuerzeig, LLP (Fathi Yusuf's personal attorney)

Summary Description of Issue Identified:

The Partnership paid a legal bill to Dudley, Topper and Feuerzeig, LLP ("DTF"), dated December 17, 2015. DTF is the law firm representing the Fathi Yusuf personally.

Work performed:

We interviewed the Hameds regarding this payment to DTF. We were advised that DTF is the personal attorney representing Fathi Yusuf and should not be an expense of the Partnership. We reviewed the Declaration of Joel H. Holt dated February 8, 2016 (Exhibit 357-a) along with its attachments, in particular Exhibit B (matter ledger report from DTF). We also reviewed the Plaintiff's Reply to DTF's Opposition to Disqualify the Firm from any Further Involvement in These Proceedings in *Hamed v Yusuf*, et. al., SX-12-CV-370, particularly the quote where DTF asserted "[t]he Order needs no clarification because it does not propose that Yusuf's counsel . . . would be paid with partnership funds." (Exhibit 357-b). Finally, we provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to explain why the Partnership reimbursed work done by Fathi Yusuf's personal attorneys and provide supporting documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

IRS Pub. 535 - *Business Expenses* states "[g]enerally, you cannot deduct personal, living, or family expenses."

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Therefore, we conclude this payment would not be deductible for tax purposes under **IRS Pub. 535**. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is ~~\$57,605~~.

Item 358 - STT Tutu gift certificates

Summary Description of Issue Identified:

Plaza Extra Gift Certificates were purchased prior to the sale and separation of the Plaza Extra stores under the Court's Wind Up Order. After the sale and separation of the stores, 143 of those gift certificates that were purchase prior to the sale and separation were redeemed. These Gift Certificates were redeemed using Hamed's funds.

Work performed:

We reviewed 143 Plaza Extra Gift Certificates, including a summary of the gift certificates (Exhibits 358-a and 358-b). They were identified, summarized and totaled. We interviewed the Hameds regarding these gift certificates. The Hamed advised they were never reimbursed for the redeemed Gift Certificates. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to advise where the reimbursement to KAC357, Inc. is reflected on the 2015 PE partnership general ledger and provide any documents substantiating payment to KAC357, Inc. We reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney's response dated May 17, 2016 (see Attachment IX) to our request included an excel spreadsheet prepared by John of gift certificates redeemed and copies of such gift certificates. John Gaffney's spreadsheet totaled \$3,460 which John states was reimbursed to the Partnership from the claims reserve account. John Gaffney states he excludes 3 certificates totaling \$150 which are not valid. John Gaffney's response did not include any support for the reimbursement made to KAC357, Inc.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these items were reimbursed and the reimbursement of these items was properly recorded.

The total amount of the claim is \$3,790, subject to further refinement after discovery is re-opened and completed.

Item 359/362 – Employee Loans

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Summary Description of Issue Identified:

Several employee loans were recorded as payable (due to the employee) in the general ledger.

Work performed:

We interviewed John Gaffney and the Hameds regarding employee loans. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) and a query dated April 28, 2016 (see Attachment VIII) requesting an explanation why employee loans reflected as payables and not receivables and any documents substantiating payment. We reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our requests.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these transactions. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$33,121.06, subject to further refinement after discovery is re-opened and completed.

Item 360 – Approximately \$18 million in purged transaction in 2013

Summary Description of Issue Identified:

We noted several accounts in the general ledger are purged.

Gaffney's response:

We reviewed the general ledger extracted from Sage 50 backups received from John Gaffney and noted several accounts in the 2013 records of East had purged transactions. We advised John Gaffney and he stated the information can be unpurged. We attempted to unpurge the Sage 50 backups but were unsuccessful. We sent a letter dated September 9, 2016 to John Gaffney requesting copies of the Sage 50 backups with the information unpurged.

Gaffney's response:

John Gaffney provided Sage 50 backups in the week of September 19, 2016.

Opinion as to the Issue Identified:

Because we recently received the Sage 50 backups, we are unable to provide an opinion until our review is complete.

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Item 361 – Payments to Caribbean Refrigeration & Mechanical LLC

Summary Description of Issue Identified:

We noted 3 transactions totaling \$95,420.20 to Caribbean Refrigeration & Mechanical LLC.

Work performed:

We interviewed the Hameds regarding payments made to Caribbean Refrigeration & Mechanical LLC. We were advised that Caribbean Refrigeration & Mechanical LLC were used for small repairs to refrigeration equipment which usually cost under \$1,000. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting all documentation including canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present and the monthly Banco Popular operating bank account statements for Plaza Extra West provided by John Gaffney.

We reviewed three checks (checks #5742, #6512 and #7177) written on Plaza Extra West operating bank account for payment to Caribbean Refrigeration & Mechanical LLC. We traced these 3 checks to the Partnership's bank statements to ensure checks cleared the bank account.

We were advised by John Gaffney that he either does not have time or is unable to locate the Caribbean Refrigeration & Mechanical LLC invoices.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that these payments to Caribbean Refrigeration & Mechanical LLC were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$95,420.20.

Item 363 – Transactions with Miadden Plastic

Summary Description of Issue Identified:

We noted a payment of \$49,565 to Miadden Plastic (Wire Transfer dated 3/24/14).

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Work performed:

We interviewed the Hameds regarding payments made to Miadden Plastic. The Hameds advised that they are not aware of the business purpose of this payment. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the Partnership's relationship with Miadden Plastic and canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$49,565.

Item 364 – Unclear General Ledger entry “Collection of Settlement [sic]”

Summary Description of Issue Identified:

We noted an unusual journal entry for \$42,969.98 with the description “Collection of Settlement [sic]” recorded in West in 2013. This entry increased (debit) general ledger account #10300 Cash - Bank CC 3789 and offset (credit) #61000 Cash Short (Over).

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the collection of any settlement. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation.

We reviewed the Partnership bank statements but were not able to trace this deposit to a Partnership bank account.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$42,969.98, subject to further refinement after discovery is re-opened and completed.

Item 365 – Unclear General Ledger entries “Foreign taxes paid”

Summary Description of Issue Identified:

We noted transactions recorded as foreign taxes paid totaling \$18,803.95 recorded in West in 2013.

Work performed:

We interviewed the Hameds regarding foreign taxes paid. We were advised that the Partnership does not make any foreign tax payments. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$18,803.95.

Item 366 – Unclear General Ledger entries POS charges for Seaside Market

Summary Description of Issue Identified:

We noted an unusual journal entry with the description “SEASIDE MARKET & DELI LLC” for \$11,659.90 recorded for Plaza Extra West in 2014.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the business purpose. We were advised Seaside Market is an entity owned by the Yusufs and entries to “POS In-Store Charges” general ledger account are for purchases made on account. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an

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explanation of the business purpose and canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We found no evidence, nor were we provided any evidence upon request from John Gaffney, that this amount was ever paid back to the Partnership. We concluded the purchase is due to the Partnership.

The total amount of the claim is \$11,659.90.

Item 367 – Unclear General Ledger entries “change order” and “cash requisition”

Summary Description of Issue Identified:

We noted a transaction recorded as change order and cash requisition.

Work performed:

We interviewed the Hameds regarding change order and cash requisition. The Hameds advised that they are not aware of this transaction or the business purpose. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe the business purpose of this transactions and provide canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$26,510.17.

Item 369 – Unclear General Ledger entries “credit card paid”

We noted multiple unusual journal entries with the description “credit card paid.”

Work performed:

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We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries. We were also advised the entries should include the name of the cardholder and/or an identifying card number along with the supporting documentation for the transactions. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Further investigation through the legal process of discovery is needed.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item. Further discovery is needed to determine the amount of this claim.

Item 370 – Unclear General Ledger entries “RDC Frozen Account”

Summary Description of Issue Identified:

We noted a transaction recorded as RDC Frozen Account.

Work performed:

We interviewed the Hameds regarding the entry for RDC Frozen Account. The Hameds stated that they are not aware of the entry or the business purpose. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe the business purpose of this transaction and provide canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to

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satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$350,000.

Item 371 – Unclear if Scotiabank Telecheck transfers were deposited in Partnership accounts

Summary Description of Issue Identified:

We noted several withdrawals from the Telecheck accounts.

Work performed:

We interviewed John Gaffney and the Hameds regarding transfers from the Telecheck accounts. We were advised by both parties that these accounts were used to retain excess cash to earn interest at higher rate offered by Bank of Nova Scotia. We provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting backup for transfers and checks from the Telecheck accounts that were not paid to or deposited into to a PE bank account. We prepared a schedule of transfers/checks greater than \$10,000 from the Partnership Telecheck accounts and the corresponding bank accounts (Exhibit 371-a).

We requested from John Gaffney, but to date have not been provided, several Scotia Bank statements (see Attachment III). Exhibit 371-a shows transfers we identified using the Scotia Bank statements we received.

In addition, we reviewed the monthly Scotia and Banco Popular bank statements and general ledgers from 2012 to present.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We noted several transfers from Partnership bank accounts which we were not able to trace to a Partnership bank account. This may be funds that were misdirected, unaccounted for, or lack of business purpose for several transactions. We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$8,500,000.

Item 372/379 – Unclear General Ledger entries regarding miscellaneous adjustments to employee loans

Summary Description of Issue Identified:

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We noted several adjustments to "employee loans" account were recorded in the general ledger.

Work performed:

We interviewed John Gaffney and the Hameds regarding employee loans. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of what the record "misc adj's to empl lns per analysis" means and what analysis was conducted and provide all documentation supporting ~~these three~~ entries, including, but not limited to, the analysis, canceled checks, bank statements, credit card statements, receipts and invoices. We reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$122,904.66.

Item 373 – Unclear General Ledger entries regarding "return check mutilated"

Summary Description of Issue Identified:

We noted 5 unusual journal entries with the description "RETURN CHECK MUTILATED" or "RETURN CK MUTILATED" (Exhibit 373-a).

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or any checks returned or mutilated. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that this transaction is supported by the accounting records. As such, we are not able to

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satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$83,800.

Item 374 – Unclear General Ledger entry regarding “Cash - Transfer Clearing, Banco Proc Error re Xfer”

Summary Description of Issue Identified:

We noted an unusual journal entry with the description “Cash - Transfer Clearing, Banco Proc Error re Xfer” for \$360,000.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of this entry. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, transfer slips, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney’s response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total of the claim is \$360,000.

Item 375 – Unclear General Ledger entry regarding “2013 US Customs Exp Per Schedule”

Summary Description of Issue Identified:

We noted unusual journal entries with the description “2013 US Customs Exp Per Schedule.”

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, transfer slips, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

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Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$9,916.18.

Item 376 – Unclear General Ledger entries regarding Merrill Lynch

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on STT in 2015 with the description “Merrill Lynch - PAID BJ'S WHOLESALE CLUB” and unusual journal entries on West in 2013 with the descriptions “Y/E Merrill Lynch Activity” and “Merrill Lynch Account Closure.”

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or a payment to BJ's Wholesale Club from the Merrill Lynch account, nor are they familiar with the West journal entries. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying these transactions and how he arrived at these amounts, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our requests.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$4,261,939.04.

Item 377 – Unclear General Ledger entries regarding Daas corporate loan

Summary Description of Issue Identified:

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We noted an unusual journal entry recorded on STT in 2013 with the description "Daas corporate loan." This entry was later reclassified to intercompany with the description "reclass Daas pmt to intraco West acct" and recorded on West.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$327,500.

Item 378 – Unclear General Ledger entries to "Due from (to) Yusuf"

Summary Description of Issue Identified:

We noted two unusual journal entries at 12/31/12 with the description "NET MONTHLY ACTIVITY" recorded to general ledger account #13500 "Due from (to) Yusuf." These entries totaled \$693,242. This amount was to offset the balance owed to the Partnership by the Yusufs.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries. We also provided John Gaffney a query dated February 15, 2016 (See Attachment VII) to explain the business purpose of such transactions and provide canceled checks, transfer slips, invoices and any other back up documentation. In addition, we reviewed the monthly bank statements and general ledgers from 2012 to present provided by John Gaffney. We did not note any deposits made for these amounts.

Gaffney's response:

N/A

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$693,242.

Item 380 - Unclear what the reclassification of partnership income in 2013 and 2014 notation on the general ledger means

Summary Description of Issue Identified:

We noted several unusual journal entries recorded on 12/31/14 in West regarding 2013 profits, dividends distributions, and 2014 plaza Partnership income (Exhibit 380-a). The net effect of these entries was \$4,206,373.95 posted to Post 2012 Plaza Equity account #38000.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further discovery is needed to determine the amount of this claim.

Item 381 – Many general ledger entries are missing descriptions

We noted several unusual journal entries recorded without descriptions (Exhibit 381-a).

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose for 2

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transactions (as an example of the many transactions we found without descriptions) and provide canceled checks, invoices and any other back up documentation for entries. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$1,026,856.36.

Item 383 – Unclear general ledger entries regarding “nominal cash reconciliation adjustments”

Summary Description of Issue Identified:

We noted several unusual journal entries recorded with descriptions regarding “nominal cash reconciliation adjustments (Exhibit 383-a).”

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose for 1 of these transaction (out of the many transactions we found with this description) and canceled checks, invoices and any other back up documentation for entries. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$4,312.57.

Item 384 – Unclear general ledger entry “Accrue 2012 rent as directed by legal”

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Summary Description of Issue Identified:

We noted an unusual journal entry recorded on East in 2013 with the description "Accrue 2012 rent as directed by legal."

Work performed:

We interviewed the Hameds regarding this journal entry. The Hameds stated that they are not aware why this entry would be recorded in the accounting records or who directed accounting to record this entry. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of what this entry means, why was the 2012 accrual recorded in 2013, and how was the amount determined, and canceled checks, invoices and any other back up documentation for entry. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$678,549.

Item 385 – Partnership may have paid Fathi Yusuf's personal attorney's fees

We noted several transactions recorded in the general ledger with the description "LAW OFFICES OF K.G. CAMERON" totaling \$14,995.26.

Work performed:

We interviewed John Gaffney and the Hameds regarding payments to certain attorneys, lawyers and professional in 2012 and 2013. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation as to why these payments were paid by the Partnership and all documentation supporting these entries, including canceled checks, bank statements, credit card statements, receipts, billing records and invoices.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$14,995.26.

Item 386 – Unclear general ledger entries regarding deposit adjustments

Summary Description of Issue Identified:

We noted several unusual journal entries recorded on East in January 2013 regarding “Deposit Adjustment” totaling \$1,710,000.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries.

Gaffney’s response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$1,700,000.

Item 388 – Unclear general ledger entries regarding due/to Shopping Center

Summary Description of Issue Identified:

We noted due to Shopping Center recorded on West had a balance of \$900,000. Two adjustments were made to this account in 2014 with the descriptions “RECORD XFER OF 62% OF BYORDER INVEST FR SHOPPING CTR TO PLAZA” and “BYORDER 2014 DISTRIB’S TO M HAMED BY SHOP CTR AND MATCH LIAB FR PLAZA TO F YUSUF.”

Work performed:

We interviewed the Hameds regarding amounts due to the Shopping Center. The Hameds advised they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated

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February 15, 2016 (see Attachment VII). In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$900,000.

Item 390 – Transactions with Alamnai Co.

Summary Description of Issue Identified:

We noted check #7661 for \$37,629 to Alamnai Co.

Work performed:

We interviewed the Hameds regarding the payment made to Alamnai Co. The Hameds advised they are not aware of this transaction or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe the Partnership's relationship with Alamnai Co and provide canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

We traced this check to the Partnership's bank statement to ensure check cleared the bank account.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded this amount should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$37,629.

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Item 391 – Unclear general ledger entries regarding “Adjust due/to from”

Summary Description of Issue Identified:

We noted several unusual journal entries recorded on West in 2013 and 2015 regarding “Adjust due/to from per schedule” (Exhibit 391-a).

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We found no evidence, nor were we provided any audit evidence from John Gaffney, that these transactions are supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

The total amount of this claim is \$241,558.05.

Item 392 – Payments to Carol's newspaper distribution

Summary Description of Issue Identified:

We noted 24 transactions totaling \$1,697 to Carol's newspaper distribution recorded on West in 2015.

Work performed:

We interviewed the Hameds regarding payments made to Carol's newspaper distribution. We were advised that Carol's newspaper distribution was accused of stealing from the Partnership in 2014 and to stop issuing payments to Carol pending resolution of this matter. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting all documentation including canceled checks, invoices and any other back up documentation. Finally, we compiled Exhibit 392-a, which contains a summary of the accounting of the transactions extracted from the general ledger (provided by John Gaffney). These transactions were identified, summarized and totaled.

Gaffney's response:

John Gaffney did not respond to our request.

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Opinion as to the Issue Identified:

We found no evidence, nor were we provided any evidence upon request from John Gaffney, of the business purpose of such transactions as it relates to Plaza. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$1,697.

Item 393 – Unclear general ledger entries regarding “Cash Reques”

Summary Description of Issue Identified:

We noted two unusual journal entries recorded on West in 2015 regarding “Cash requisitions” totaling \$6,500. The entries decreased cash operating bank account and increased cash safe in the general ledger. However, we did not find evidence of the money being received by the cash office or put into the safe.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

We reviewed West operating bank statements and noted these amounts were withdrawn from the account.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$6,500.

Item 394 – Unclear general ledger entry regarding “AT&T” and “AT&T MOBILITY”

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Summary Description of Issue Identified:

We noted eight transactions totaling \$2,949.65 to "AT&T" and "AT&T MOBILITY" recorded on East in 2015.

Work performed:

We interviewed the Hameds regarding payments made to AT&T. The Hameds advised they are not familiar with any accounts with AT&T at the East Store. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and all documentation including canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$2,949.65.

Item 396 – Transactions with JKC Communication

We noted two payments totaling \$27,000 to JKC Communication (checks #9455 and 9458).

Work performed:

We interviewed the Waleed Hamed regarding payments made to JKC Communication. The Partnership entered into yearly contracts for radio advertising for all three stores in January 2015. Waleed contacted JKC Communications and canceled Plaza Extra West's contract as of March 9, 2015 and canceled Plaza Extra St. Thomas' contract as May 1, 2015. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe the Partnership's relationship with JKC Communication and provide canceled checks, invoices and any other back up documentation. We calculated the Partnership's allocation of this expense in Exhibit 396-a.

We reviewed the general ledger to ascertain whether a refund for the remainder of the Plaza Extra West and St. Thomas contracts was credited to KAC357 Inc. or the Hameds. None was found.

Gaffney's response:

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John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$13,389.04, subject to further refinement once discovery is re-opened.

Item 397 – Transactions with House of Printing

We noted a payment of \$860 to House of Printing.

Work performed:

We interviewed the Hameds regarding payment made to House of Printing. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe the Partnership's relationship with House of Printing and provide canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$860.

Item 398 – Transactions with Foampack

We noted a payment of \$1,257.05 to Foampack.

Work performed:

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We interviewed the Hameds regarding payments made to Foampack. The Hameds stated that they are not aware of the payment or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to describe the Partnership's relationship with Foampack and provide canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$1,257.05.

Item 399 – Unclear general ledger entries regarding “All Scotia Account Closures”

Summary Description of Issue Identified:

We noted unusual journal entries recorded on West in 2015 regarding “All Scotia Account Closures.” The entries decreased Cash - Bank Telchk 2918 account and increased Cash - Bank Claims 9091 in the general ledger.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries.

We reviewed Partnership bank statements and noted this appears to be a transfer from the Scotia accounts to Banco Popular Claims Reserve Account ending 9091. However, we only had bank statements for 3 Scotia accounts that had transfers out which total \$397,993.56.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$615,172.17.

Item 400 – Unclear general ledger entries regarding “Fathi Yusuf matching draw”

Summary Description of Issue Identified:

We noted check #208 with the description “M HAMED INVTRY SETTLE PD TO FATHI YUSUF” and check #209 with the description “FATHI YUSUF MATCHING DRAW” written on the Plaza West Claims Reserve Account ending 9091. Both checks were for \$644,301.32 and written to Fathi Yusuf.

Work performed:

We interviewed the Hameds regarding these checks to Fathi Yusuf. The Hameds stated that they are not aware of the business purpose of these checks. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries.

We reviewed Partnership Claims Reserve Account ending 9091 bank statements and noted these checks cleared in July 2015.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$1,288,602.64.

Item 401 – Unclear general ledger entries regarding United Corporation

Summary Description of Issue Identified:

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We noted checks #263 for \$89,604 and #282 for \$30,827 recorded on West in 2015 written on the Plaza West Claims Reserve Account ending 9091 payable to United Corporation. These transactions were offset against general ledger account #28600 "Pship Claims Reserve Clearing."

Work performed:

We interviewed the Hameds regarding these unusual checks. The Hameds stated that they are not aware of the business purpose of these checks. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for these transactions.

We also reviewed Partnership Claims Reserve Account ending 9091 bank statements and noted these checks cleared in 2015.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$120,431.

Item 402/418 – Unclear general ledger entry regarding "Fathi Yusuf refund of overpayment"

Summary Description of Issue Identified:

We noted a transaction for \$77,335.62 which offset against the general ledger account #33000 "Dividend Distributions" with two entries with the descriptions "UNITED CK 1815 TO M HAMED TO REIMB 7/13 OVERPMT" and "UNITED CK 1814 TO F YUSUF TO REIMB 7/13 OVERPMT."

Work performed:

We interviewed the Hameds regarding these unusual transactions. The Hameds stated that they are not aware of this entry or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries.

We reviewed Partnership Claims Reserve Account ending 9091 bank statements and noted these amounts cleared in July 2015.

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Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded this amount should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$77,335.62.

Item 403/413 – Unclear general ledger entry for By Order

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West in 2015 regarding "ADJ BYORDER 2015 FULL SETTLE BY SHOP CRT AS DIV."

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of this entry or the business purpose. We also provided John Gaffney queries dated February 15, 2016 (see Attachment VII) and April 28, 2016 (see Attachment VIII) requesting an explanation of the business purpose and supporting documentation for entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this entry. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$260,490.72.

Item 405 – Numerous unexplained general ledger entries regarding Hamed

Summary Description of Issue Identified:

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We noted unusual journal entries recorded on West in 2015 regarding "CLEAR MISC HAMED/PSHIP DUE TO/FR ACCOUNTS" for \$39,788.40 to general ledger account #25800 "Deposit Error Suspense" and "HAMED DISTRIB FOR TRADE AR" for \$11,272.96 to general ledger account #33000 "Dividends Distributions."

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and supporting documentation for entries.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these entries. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$51,061.36.

Item 408 – Unclear general ledger entry for \$176,353.61 dated 9/30/15

We noted unusual journal entry with the description "CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS ON 9/30"

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of this entry or the business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, transfer slips, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

ATTACHMENT IV - Analysis

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this entry is supported by the accounting records. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$176,353.61.

Item 409 – Unclear general ledger entries regarding transfers and closed accounts

Summary Description of Issue Identified:

We noted several unusual transfers between Plaza accounts in 2015 during the dissolution of the Partnership. These transactions include \$140,823.53 transferred from Plaza East to Plaza STT (check #99880) with the description “TRANSFER FROM EAST TO STT FOR NOV. 2014 GRT” on 1/5/15, \$186,820.63 transferred from Plaza East to Plaza West with the description “CLOSE BANCO EAST 3307 INTO BANCO 909” on 7/9/2015, and \$509,910.07 transferred between Plaza West bank accounts with the description “CLOSE BANCO 6269 INTO BANCO 9091” on 7/9/15.

Work performed:

We interviewed the Hameds regarding these unusual transactions. The Hameds stated that they are not aware of these transactions or their business purpose. We also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation.

We traced these transfers to and from the respective bank statements for the accounts recorded in the general ledger.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transfers were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$837,554.23.

Item 410 – Unclear general ledger entry regarding 50/50 distribution

Summary Description of Issue Identified:

We noted an unusual journal entry with the description “50/50 DISTRIB OF LAND DUE TO O/S AGRMT / DISPUTED” dated 4/30/15.

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Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting he describe the detail underlying each transaction and how he arrived at the amount, as well the canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this entry. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The Hameds purchased the Yusuf's 50% of everything related to the St. Thomas store. However, the Yusuf received an additional distribution for half of the \$330,000 land value.

The total amount of this claim is \$165,000 to the Hameds, subject to further refinement once discovery is re-opened.

Item 411 – Unclear general ledger entry regarding accrued accounting fees to complete 2015 year-end taxes

Summary Description of Issue Identified:

We noted several unusual journal entries with the description "ACCRUE EST'D ACTG FEES TO COMPLETE 2015 Y/E TAX" recorded in each store in 2015.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the business purpose and canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these journal entries. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$16,315.

Item 412 – Unclear general ledger entry regarding accounting error for Tropical Shipping invoices

Summary Description of Issue Identified:

We noted several unusual journal entries with the description "ACTG ERROR RE TROP SHIPG DISPUTED INVOICES PAID FOR KAC357 BY PSHIP" recorded in STT in 2015.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transactions and how he arrived at those amounts, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these journal entries. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$10,242.

Item 414 – Unclear general ledger entry regarding adjust cash on hand to count on 3/11/15

Summary Description of Issue Identified:

We noted an unusual journal entry "ADJUST CASH ON HAND TO COUNT ON 3/11/15."

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are unsure regarding the entry or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and

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how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this journal entry. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

There is an unexplained increase in the cash safe account of \$24,934.18.

Item 415 – Unclear general ledger entry regarding clearing Banco irregularities

Summary Description of Issue Identified:

We noted an unusual journal entry "CLEAR ALL BANCO IRREGULARITIES DUE TO TIME CONSTRAINTS."

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this journal entry. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$8,481.58.

Item 416 – Unclear general ledger entry regarding balance sheet balances closed for insurance items to expedite close

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Summary Description of Issue Identified:

We noted an unusual journal entry "CLEAR BAL SHEET PR INSUR ITEMS TO EXPEDITE CLOSE" for AFLAC and CIGNA.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transactions and how he arrived those amounts, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this journal entry. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$51,569.11.

Item 417 – Unclear general ledger entries regarding clear misc Yusuf/Pship Due to/fr accounts

Summary Description of Issue Identified:

We noted a number of unclear journal entries titled "CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS ON 9/30" and CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS," dated September 30, 2015.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are unsure of the entries and the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these journal entries. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further ~~discovery~~ is needed to determine the amount of this claim.

Item 419 – Unclear general ledger entry regarding combined services inv dtd 2/24/15 paid on behalf of East

Summary Description of Issue Identified:

We noted checks #101 for \$4,010 and #102 for \$925 from the Pship Claims Reserve Clearing account recorded on West. This amount was offset against Pship Claims Reserve Clearing account #28600.

Work performed:

We interviewed the Hameds regarding these checks. The Hameds stated that they are not aware of the checks or business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the business purpose and supporting documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these checks. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$4,935.

Item 420 – Unclear general ledger entry regarding CRA check 215 to reimburse KAC357 for STT deposit errors

Summary Description of Issue Identified:

We noted an unusual journal entry for \$181,355.40 in the Pship Claims Reserve Clearing account on Plaza STT accounting records. This amount was used in the calculation of pay out in the Summary of Remaining Partnership Items. No detail was provided describing what specific items were attributed to this amount.

Work performed:

ATTACHMENT IV - Analysis

We interviewed the Hameds regarding this unusual journal entry. We reviewed the Summary of Remaining Partnership Items (Exhibit 353-a). We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) to provide an explanation an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim will be determined after discovery is re-opened and completed.

Item 421 – Unclear general ledger entry regarding Daily (United C. CK)

Summary Description of Issue Identified:

We noted an unclear journal entry titled "DAILY (UNITED C. CK)."

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this journal entry. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further discovery is needed to determine the amount of this claim.

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Item 422 – Unclear general ledger entry regarding excess cash over \$50k per court order

Summary Description of Issue Identified:

We noted a journal entry for \$44,399.63 which decreased account #10200 cash – safe and increased account #10300 Cash – Bank Op'g 8830 recorded on East in 2015.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds advised they are not aware of this entry or the business purpose. We provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. We traced the deposit to the Partnership's bank. However, we did not receive any audit evidence to reconcile the deposit to the accounting for the safe.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this journal entry. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$44,399.63

Item 423 – Unclear general ledger entries regarding Prepayment of Insurance

Summary Description of Issue Identified:

We noted several journal entries in 2015 with the description "EXPENSE PREPAID INSUR & TREAT ANY REFUND AS PSHIP INCOME."

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds advised they are not aware of these entries or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entries.

Gaffney's response:

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John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these journal entries. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$139,230.53.

Item 425 – 2015 Accounts Payable-Trade to John Gaffney

Summary Description of Issue Identified:

We noted several journal entries in 2015 for accounts payable to John Gaffney (Exhibit 425-a).

Work performed:

We interviewed the Hameds regarding these journal entries. The Hameds advised they are not aware of the business purpose for these entries. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these journal entries. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$1,544.33.

427 –2013 Accounts Payable-Trade to John Gaffney

Summary Description of Issue Identified:

We noted one unsubstantiated journal entry for \$1,214.10 on August 7, 2013.

Work performed:

ATTACHMENT IV - Analysis

We interviewed the Hameds regarding this journal entry. The Hameds advised they are not aware of the business purpose for this entry. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this journal entry. As such, we are not able to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$1,214.10, subject to further refinement after discovery is re-opened and completed.

Item 428 – Unclear general ledger entries regarding 2015 Accounts Payable-Trade to Maher Yusuf

Summary Description of Issue Identified:

We noted several unusual journal entries payable to Maher Yusuf.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or transactions, nor the business purpose for them. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting canceled checks, invoices and any other back up documentation supporting these entries. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these transactions were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

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We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$1,866.39.

Item 430 – Unsubstantiated check to Nejeih Yusuf

Summary Description of Issue Identified:

We noted check #100589 for \$2,031.84 to Nejeih Yusuf with the description "JAN 2015 GRT RECEIPT."

Work performed:

We reviewed the check written on Plaza Extra partnership bank accounts for payment to Nejeih Yusuf. We Hameds regarding payments made to Nejeih Yusuf. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$2,031.84.

Item 431 – Unclear general ledger entry, Non-cash distribution to Yusuf

Summary Description of Issue Identified:

We noted an unusual journal entry for \$245,089.90 with the description "NON-CASH DISTRIB TO YUSUF TO SETTLE MISC DUE TO/FR ACCOUNTS AT 9/30". This unusual journal entry increases dividend distributions and reduces the suspense account (account #29900).

Work performed:

ATTACHMENT IV - Analysis

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$245,089.90.

Item 432 – Unclear general ledger entry, North Western Selectra Inc.

Summary Description of Issue Identified:

We noted an unusual journal entry for \$4,524.24 with the description "NORTH WESTERN SELECTA INC - CLEAR OLD OPEN ITEM."

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this journal entry was for a valid business expense or served a business purpose. As

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such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded this amount should be returned to the Partnership to conform to the management's assertions.

The total amount of ~~the claim is~~ \$4,524.24.

Item 433 – Unclear 2015 general ledger entry, J Ortiz

Summary Description of Issue Identified:

We noted an unusual journal entry for \$1,250 with the description "OFFSET J ORTIZ PR DEDUCTS TO OTHER RENT." This unusual journal entry increases (debit) due from cashiers – shortages (account #13300) and reduces (credit) the rent expense account (account #66400).

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this entry was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$1,250.

Item 434 – Unclear general ledger entries regarding St. Thomas petty cash

Summary Description of Issue Identified:

ATTACHMENT IV - Analysis

We noted several unusual journal entries on STT in 2015 with "petty cash" in its descriptions.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transactions were recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entries.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$10,339.12.

Item 436 – Unclear general ledger entry regarding United Shopping Center payment of accounting fees for the Partnership

Summary Description of Issue Identified:

We noted an unusual journal entry for \$4,500 with the description "ACTG FEES PAID BY SHOP CTR FOR PLAZA," recorded to account #14500 Due from (to) Shopping Ctr.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction or any accounting fees paid by the Shopping Center on behalf of the Partnership. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

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Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this entry was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$4,500.

Item 437 – Unclear general ledger entry regarding United Shopping Center payment of legal fees for the Partnership

Summary Description of Issue Identified:

We noted an unusual journal entry for \$4,946.31 with the description "REV LEGAL FEE PAID BY SHOP CTR FOR PLAZA," with the journal entry against general ledger account #14500 Due from (to) Shopping Ctr.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction or any legal fees paid by the Shopping Center on behalf of the Partnership. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this entry was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

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We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$4,946.31.

Item 438 – Transaction with Source Accounting

Summary Description of Issue Identified:

We noted check #179 of \$3,500 to Source Accounting.

Work performed:

JVZ reviewed bank statement for Plaza Extra Cash - Bank Claims 9091 bank account noted check #179 cleared on 6/15/15. We interviewed the Hameds regarding the payment made to Source Accounting. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, what work the vendor did for the Partnership, as well as requesting canceled checks, invoices and any other back up documentation. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$3,500.

Item 439 – Unclear general ledger entry regarding St. Thomas 1.5% CR Reduction (FUTA) paid by West to United

Summary Description of Issue Identified:

We noted an unusual journal entry for \$12,346.17 with the description "STT 1.5% CR REDUCTION PAID BY WEST TO UNITED" offsetting against Pship Claims Reserve Clearing account (account #28600).

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Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$12,346.17.

Item 440 – Unclear general ledger entry regarding temporary adjustment for unreimbursed cash expenses during 2014/15

Summary Description of Issue Identified:

We noted an unusual journal entry for \$46,725.41 reducing Cash – Safe (account #10200) with the description “TEMP ADJ FOR UNREIMB'D CASH EXP'S DURING 2014/15” offsetting against Cash Over (Short) (account #28600).

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

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Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this transaction was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$46,725.41.

Item 442/407 – Unclear general ledger entries indicating Accounts Payable Trade payments to United Corporation in 2015

Summary Description of Issue Identified:

We noted several unusual journal entries throughout 2015 recorded on East with the description "United Corporation" recorded in accounts payable (account #2000). United Corporation is a company completely separated from the Partnership (Exhibit 442/407-a).

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or transactions or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further discovery is needed to determine the amount of this claim.

Item 443 – Unclear general ledger entry regarding price gun deposits

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Summary Description of Issue Identified:

We noted an unusual journal entry for \$1,780 recorded on West 2015 with the description "W/O EMP PRICE GUN DEP'S DUE TO NO OR COMPLICATED ACTG IN OTHER STORES."

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the entry or transaction or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

The total amount of this claim is \$1,780.

Item 444 – Unclear general ledger entries regarding 2013 Q3 VIESA deficiency, plus penalty and interest in 2015

Summary Description of Issue Identified:

We noted checks #258 with the description "VIESA 2013 Q3 DEFICIENCY PLUS PENALTY & INTEREST," #265 with the description "VIESA 2013 Q3 DEFICIENCY RE EAST PMT NOT CLEARED," and #266 with the description "VIESA INT/PEN RE Q3 2013 TAX PMT NOT CLR'D," all written on the Plaza West Claims Reserve Account ending 9091.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the business purpose of these checks. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger

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account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$9,385.95.

Item 445 – Unclear general ledger entries regarding United Corporation

Summary Description of Issue Identified:

We noted several unusual journal entries with the descriptions "UNITED CORPORATION - WEST US CUSTOMS PAID BY EAST CK 1022," "UNITED CORPORATION - US CUSTOMS PD BY NEW EAST CK 1069 FOR PSHIP WEST," "UNITED CORPORATION - VIBIR EXCISE TAX PAID BY EAST FOR PSHIP," "UNITED CORPORATION - ALIMENTAIRA INVOICE PAID BY EAST FOR PSHIP," and "UNITED CORPORATION - ASSOC GROCERS INVOICE PAID BY EAST FOR PSHIP" all recorded against accounts payable – trade (account #20000) on East payable to United Corporation.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the business purpose of these entries and don't understand why the United Corporation would purportedly be paying Partnership expenses. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$6,933.27.

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Item 446 – Unclear general ledger entries regarding United Corporation - FUTA

Summary Description of Issue Identified:

We noted several unusual journal entries with the descriptions “UNITED CORPORATION - EAST PSHIP FUTA PAID BY UNITED EAST ON 6/25 INCL'D IN TOTAL PMT OF \$3,510.90” and “UNITED CORPORATION - FUTA 1.5% CR REDUCTION EAST PSHIP ALLOCATION” recorded on East payable to United Corporation.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the business purpose of these entries. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$10,047.14.

Item 447 – Unclear general ledger entry regarding United Corporation – Gift Certificates

Summary Description of Issue Identified:

We noted an entry to East in 2015 with the description “UNITED CORPORATION - PSHIP GIFT CERTS REDEEMED AT EAST.” This entry recorded an expense to Revenue – Sales Discounts (account #48000) and offset against accounts payable (account #20000).

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they were not able to validate the accuracy of this entry. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting supporting documentation for this entry. Lastly, we generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

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Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this entry was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$2,630.

Item 449 – Unclear general ledger entries regarding Industrial Video and Luxor Goods

Summary Description of Issue Identified:

We noted unusual journal entries of \$7,680 and \$2,123 to Yusuf Yusuf with the description “YUSUF YUSUF - Invoice: INDUSTRIAL V.1/20/14 - INDUSTRIAL VIDEO SUPPLY PMT (INV. DATE 1/20/15)” and “YUSUF YUSUF - Invoice: LUXOR GOOD1/16/15 - LUXOR GOODS, INC. PMT (INV. DATE 1/16 &1/17/14. These transactions were reversed out of the accounting records and reentered as payable to Yusuf Yusuf for the same amounts.

Work performed:

We interviewed the Hameds regarding payments made to Yusuf Yusuf for these vendors. The Hameds stated they were unaware of those two transactions and could not identify the business purpose without the invoices. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these entries were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$9,803.

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Item 450 – Unclear general ledger entry regarding Hector Torres' invoice

Summary Description of Issue Identified:

We noted check #9501 for \$2,000 to Hector Torres with the description "HECTOR TORRES - Invoice: 20150122."

Work performed:

We interviewed the Hameds regarding payments made to Hector Torres. The Hameds stated they are not aware at this check or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting supporting documentation for this entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$2,000.

Item 451 – Unclear general ledger entries regarding Ramone Reid Felix

Summary Description of Issue Identified:

We noted checks #9404 and #100468 with the descriptions "RAMONE REID - FELIX - Invoice: 01-02-2015" and "RAMONE REID FELIX - Invoice: 1/21/2015," respectively, payable to Ramone Reid Felix.

Work performed:

JVZ reviewed bank statement for Plaza Extra East operating bank accounts and noted both payments cleared in 2015. We interviewed the Hameds regarding payments made to Ramone Reid Felix. The Hameds stated they are not aware of the checks or the business purpose. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting supporting documentation for this entry.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$1,092.

Item 452 – Unclear general ledger entries regarding Tasty Alternatives

Summary Description of Issue Identified:

We noted checks #100194 recorded on East with the description "TASTY ALTERNATIVES - Invoice: 0014402" and #113 recorded on STT with the description "TASTY ALTERNATIVES - Invoice: 0014403," both payable to Tasty Alternatives.

Work performed:

We reviewed bank statements and noted both payments cleared in 2015. We interviewed the Hameds regarding payments made to Tasty Alternatives. The Hameds stated they cannot validate the business purpose for the invoices and checks. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$30,721.

Item 453 – Scotia Invoices

Summary Description of Issue Identified:

We noted two unusual journal entries with the description "SCOTIA – invoice".

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Work performed:

We interviewed the Hameds regarding the Scotia invoices. The Hameds stated The Hameds stated they cannot validate the business purpose for the invoices and any subsequent checks. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting an explanation of the detail underlying the transaction and how he arrived at that amount, as well as requesting canceled checks, invoices and any other back up documentation.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments were for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$11,411.17.

Item 454 – Lissette Colon's salary, benefits, bonuses and incidental expenses

Summary Description of Issue Identified:

The Partnership paid Lissette Colon's salary, benefits, bonuses and incidental expenses from March 9, 2015 to present.

Work performed:

We interviewed the Hameds regarding Lissette Colon's employment with the Partnership. The Hameds advised that Lissette devoted time during her work week to Non-Plaza Extra activities, including work for United Corporation. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting a detailed allocation of Lissette's time between the Partnership and Non-Plaza Extra/United Corporation from March 9, 2015 to present. In addition, we reviewed the general ledgers from 2015 to present provided by John Gaffney. We noted payments from the Partnership bank accounts to Lissette Colon.

Gaffney response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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The audit evidence provided was not sufficient to conclude proper allocation of Lissette Colon's salary, benefits and bonus based on time spent between the Partnership and United Corporation. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Exhibit 454-a contains a summary of the accounting (extracted from general ledger provided by John Gaffney) of the payments posted to Lissette Colon for salary, benefits, bonuses and incidental expenses.

The total amount of the claim is \$6,215.44, subject to further refinement after discovery is re-opened and completed.

Item 455 – Myra Senhouse's salary, benefits, bonuses and incidental expenses

Summary Description of Issue Identified:

The Partnership paid Myra Senhouse's salary, benefits, bonuses and incidental expenses from March 9, 2015 to present.

Work performed:

We interviewed John Gaffney and the Hameds regarding Myra Senhouse's employment with the Partnership. The Hameds advised that Myra devoted time during her work week to Non-Plaza Extra activities, including work for United Corporation. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting a detailed allocation of Myra's time between the Partnership and Non-Plaza Extra/United Corporation from March 9, 2015 to present. In addition, we reviewed the general ledgers from 2015 to present provided by John Gaffney. We noted payments from the Partnership bank accounts to Myra.

Gaffney response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

The audit evidence provided was not sufficient to conclude proper allocation of Myra's salary, benefits and bonus based on time spent between the Partnership and United Corporation. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Exhibit 455-a contains a summary of the accounting (extracted from general ledger provided by John Gaffney) of the payments posted to Myra Senhouse for salary, benefits, bonuses and incidental expenses.

The total amount of the claim is \$2,259.41, subject to further refinement after discovery is re-opened and completed.

Item 456 – Humphrey Caswell's salary, benefits, bonuses and travel and entertainment expenses

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Summary Description of Issue Identified:

The Partnership paid Humphrey Caswell's salary, benefits, bonuses and travel and entertainment expenses from May 1, 2015 to present.

Work performed:

We interviewed John Gaffney and the Hameds regarding Humphrey Caswell's employment with the Partnership. The Hameds advised that Humphrey devoted time during his work week to Non-Plaza Extra activities, including work for United Corporation. We also provided John Gaffney a query dated April 28, 2016 (see Attachment VIII) requesting a detailed allocation of Humphrey's time between the Partnership and Non-Plaza Extra/United Corporation from May 1, 2015 to present. In addition, we reviewed the general ledgers from 2015 to present provided by John Gaffney. We noted payments from the Partnership bank accounts to Humphrey.

Gaffney response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

The audit evidence provided was not sufficient to conclude proper allocation of Humphrey's salary, benefits and bonus based on time spent between the Partnership and United Corporation. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Exhibit 456-a contains a summary of the accounting (extracted from general ledger provided by John Gaffney) of the payments posted to Humphrey Caswell for salary, benefits, bonuses and travel and entertainment expenses.

The total amount of the claim is \$28,666.00, subject to further refinement after discovery is re-opened and completed.

Item 457 – Unclear general ledger entries regarding United Corporation in 2016

Summary Description of Issue Identified:

We noted several checks payable to United Corporation (checks #291 \$65,294.61, #297 \$66,559.67, #302 \$41,320.75, #312 \$65,653.79).

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the business purpose of these entries or why the Partnership would be making payments to the United Corporation. We also generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general

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ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these transactions. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$238,828.82, subject to further refinement after discovery is re-opened and completed.

Item 459 – Unclear general ledger entries regarding United Corporation – Workers' Compensation

Summary Description of Issue Identified:

We noted an unusual journal for \$317.99 payable to United Corporation with the description "Worker's Compensation interest for late filing in March 2015".

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that they are not aware of the business purpose of this entry and don't understand why the Partnership should have to pay interest due to a late filing on the part of the Liquidating Partner.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$317.99.

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Item 460 – Unclear general ledger entries regarding FUTA late fee

Summary Description of Issue Identified:

We noted unusual journal entries for payable to United Corporation with the descriptions “Unclear general ledger entries for FUTA late fee for 2015 Q1 dep of East/West/STT” for \$982.68, “2/12/16 IRS notice regarding 2013 FUTA” for \$74,779.10 and “2012 IRS refund for FUTA” for \$9,935.49.

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the business purpose of these entries and don't understand why the Partnership should have to pay interest due to a late filing on the part of the Liquidating Partner.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support these transactions. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$85,697.27.

Item 464 – Transaction with Raja Foods

Summary Description of Issue Identified:

We noted accounts payable for \$410 payable to Raja Foods.

Work performed:

We interviewed the Hameds regarding payments made to Raja Foods. The Hameds stated that they are not aware of the business purpose of this entry and cannot substantiate it without seeing the underlying invoice.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

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Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this entry was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$410.

Item 465 – 2016 transactions with Caribbean Refrigeration & Mechanical LLC

Summary Description of Issue Identified:

We noted several transactions totaling \$10,901.51 to Caribbean Refrigeration & Mechanical LLC.

Work performed:

We interviewed the Hameds regarding payments made to Caribbean Refrigeration & Mechanical LLC. We were advised that Caribbean Refrigeration & Mechanical LLC were used for small repairs to refrigeration equipment which usually cost under \$1,000. The Hameds could not identify a business purpose for the large expenses.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that these payments to Caribbean Refrigeration & Mechanical LLC was for valid business expenses or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$10,901.51.

Item 466 – Unclear general ledger entries regarding We Are Wine LLC

Summary Description of Issue Identified:

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We noted check #299 for \$2,704.79 payable to We Are Wine LLC. Other reimbursement may have occurred by the United Corporation, but it is impossible to identify whether that happened or not from the current general ledgers and that fact that no invoices were provided to review.

Work performed:

We interviewed the Hameds regarding invoices and payments made to We Are Wine LLC. The Hameds cannot substantiate the business purpose without reviewing the invoices.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$2,704.79, subject to further refinement after discovery is re-opened and completed.

Item 467 – Unclear general ledger entry regarding a US Customs penalty

Summary Description of Issue Identified:

We noted an unusual journal entry regarding a US Customs penalty in the amount of \$2,250 February 8, 2016.

Work performed:

We interviewed the Hameds regarding this journal entry. The Hameds stated that they are not aware of the business purpose of this entry and don't understand why the Partnership should have to pay a penalty resulting from the actions of the Liquidating Partner. We also reviewed the general ledgers from 2012 to present provided by John Gaffney.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

ATTACHMENT IV - Analysis

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that this payment was for a valid business expense or served a business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

The total amount of the claim is \$2,250.00.

Item 468 – Payment to Dudley, Topper and Feuerzeig, LLP (Fathi Yusuf's personal attorney)

Summary Description of Issue Identified:

We noted check #305 recorded on West in 2016 payable to Dudley, Topper and Feuerzeig, LLP, ("DTF"). DTF is the law firm representing the Fathi Yusuf personally.

Work performed:

We interviewed the Hameds regarding this payment to DTF. We were advised that DTF is the personal attorney representing Fathi Yusuf and should not be an expense of the Partnership. We reviewed the Declaration of Joel H. Holt dated February 8, 2016 (Exhibit 272-b) along with its attachments, in particular Exhibit B (matter ledger report from DTF). We also reviewed the Plaintiff's Reply to DTF's Opposition to Disqualify the Firm from any Further Involvement in These Proceedings in *Hamed v Yusuf, et. al.*, SX-12-CV-370, particularly the quote where DTF asserted "[t]he Order needs no clarification because it does not propose that Yusuf's counsel . . . would be paid with partnership funds." (Exhibit 357-b)

Gaffney's response:

John Gaffney was not queried regarding these items because he has not responded to the first two sets of requests and Hamed's counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

IRS Pub. 535 - Business Expenses states "[g]enerally, you cannot deduct personal, living, or family expenses."

Therefore, we conclude this payment would not be deductible for tax purposes under **IRS Pub. 535**. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We concluded these amounts should be returned to the Partnership to conform to the management's assertions.

ATTACHMENT IV - Analysis

The total amount of the claim is \$9,680.

Item 469 – Unclear general ledger entries regarding Inter Ocean refund

Summary Description of Issue Identified:

We noted a refund from Inter Ocean.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that it is not clear whether the portion of the refund owed Hamed has been credited.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence, nor were we provided any audit evidence from John Gaffney, that the accounting records support this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any. Further discovery is needed to determine the amount of this claim.

Item 470 – Unclear general ledger entries regarding “Lutheran Family Social Services”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the following description “LUTHERAN FAM RECOVERY REVERSE PREV AR CHG OFF.” This entry is recorded to Dividend Distribution #33000. Write-off of receivables should be recorded to expenses rather than dividend distributions.

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

ATTACHMENT IV - Analysis

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$1,246.21.

Item 471 – Unclear general ledger entries regarding “KAC357 LLC”

Summary Description of Issue Identified:

We noted unusual journal entries recorded on West with the following description “KAC357 LLC - PSHIP GIFT CERTS REDEEMED IN STT AFTER APR 30”.

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entries.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of these transactions. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of the claim is \$3,640.

Item 472 – Unclear 2016 general ledger entries for Banco Popular Puerto Rico

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West for Banco Popular Puerto Rico.

Work performed:

ATTACHMENT IV - Analysis

The Hamed does not have the securities statements to validate the information therefore they are unable to confirm the accuracy of this information. We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

Due to the lack of sufficient information, we are unable to conclude on the amount of the claim for this item, if any.

Item 473 – Unclear general ledger entries regarding 2016 V.I. Employment Security contributions and penalties

Summary Description of Issue Identified:

We noted checks #313, 314 and 315 on West paid to V.I. EMPLOYMENT SECURITY AGENC.

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording these checks.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

ATTACHMENT IV - Analysis

The total amount of this claim is \$13,047.65.

Item 474 - Disputed Plaza Extra East rent granted by court order on April 27, 2015

Summary Description of Issue Identified:

Superior Court Judge Brady issued an order granting Fathi Yusuf rent payments for use of the Plaza Extra East store by the Partnership (1994-2004 -- \$3,999,679.73 and 1/1/2012-09/30/2013 -- \$1,234,618.98)

Work performed:

We interviewed the Hameds regarding the rent payments for the use of the Plaza Extra East store by the Partnership. The Hameds indicated that there was no written or oral agreement between the parties for the Partnership to pay rent to Fathi Yusuf for the time periods specified.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

Based on our conversation with the Hameds, we concluded these are Partnership funds and should be listed as an asset and claim of the Partnership to satisfy ourselves of management's assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$5,234,298.71.

Item 475 – Fathi Yusuf draw from Partnership funds for gift

Summary Description of Issue Identified:

Partnership funds were withdrawn by Fathi Yusuf. From those funds, he and his wife Fawzia gave Shawn Hamed \$1.5 million and Mafi Hamed \$1.5 million. Fathi Yusuf took an additional \$1 million at the same time for his family.

Work performed:

The Hameds advised us that Fathi Yusuf has recently made a claim in 2016 for the return of the \$1.5 million he gifted to Shawn Hamed in the divorce proceedings between Shawn and his daughter. This was originally understood to be part of a distribution to both families. If the \$4 million withdrawn by Fathi Yusuf was not a distribution as previously agreed and Fathi Yusuf withdrew the entire amount for his own use and then gifted it to his son-in-law, then the amount was an unequal withdrawal. Therefore, because of the divorce claim that was made in 2016, we are making a claim here to return the unequal withdrawal.

ATTACHMENT IV - Analysis

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

Based on our conversation with the Hameds, we concluded these are Partnership funds and should be listed as an asset and claim of the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of this claim is \$4,000,000.

Item 476 - Wireless Tech Rent

Summary Description of Issue Identified:

Wireless Tech did not pay rent to Plaza Extra-STT for the space it used in the grocery store.

Work performed:

We interviewed Waheed Hamed regarding the rent payments for Wireless Tech. Waheed stated that Wireless Tech, under the direction of Fady Monsour, rented space at Plaza Extra-STT, but did not pay rent to the Partnership for approximately six months at a rate of \$2,500 per month. He made a separate arrangement with Nejeih Yusuf regarding the disposition of the rent owed and thus the money was not returned to the Partnership.

Opinion as to the Issue Identified:

Based on our conversation with the Hameds, we concluded these are Partnership funds and should be listed as an asset and claim of the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of this claim is \$15,000.

Item 477 – Unclear general ledger entries regarding Hanun loan

Summary Description of Issue Identified:

We noted unusual journal entries recorded on West with the description "RECLASS HANUN LOAN AS DISTRIB TO HAMED & YUSUF".

Work performed:

ATTACHMENT IV - Analysis

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entries.

Gaffney's response:

John Gaffney was not sent queried regarding these items because he has not responded to the first two sets of requests and the Hamed's counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$35,000.

Item 478 – Unclear general ledger entries regarding distributing cash on hand in 2015

Summary Description of Issue Identified:

We noted unusual journal entries recorded in 2015 with the descriptions "ADJUST NOMINAL CASH ON HAND DIFF TO OTHER INC" which increased cash-safe (revenue) and "YUSUF DISTRIB FOR CASH ON HAND" which decrease cash-safe (expense).

Work performed:

We interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are unsure regarding the entries or the business purpose. We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. We reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entries.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence that the amount recorded as revenue was deposited into the safe or the amount recorded as withdraw for expenses was for a valid business purpose. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

ATTACHMENT IV - Analysis

The total amount of this claim is \$19,333.33.

Item 480 – Unclear general ledger entry regarding “Yusuf distribu for trade AR”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the description “Yusuf distribu for trade AR”.

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$15,701.34.

Item 481 – Unclear general ledger entry regarding “xfer fr Yusuf fam BPPR a/c to United BPPR a/c”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the description “xfer fr Yusuf fam BPPR a/c to United BPPR a/c”.

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

ATTACHMENT IV - Analysis

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$1,449.33.

Item 482 – Unclear general ledger entry regarding “Yusuf refund of overpayment”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the description “Yusuf refund of overpayment”.

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$77,335.62.

Item 483 – Unclear general ledger entry regarding “CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the description “CLEAR MISC HAMED/PSHIP DUE TO/FR ACCOUNTS.”

ATTACHMENT IV - Analysis

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$247,870.31.

Item 484 – Unclear general ledger entry regarding “correct Yusuf/Hamed distrib settle on 9/30 ref ck 251 for \$183,381.91”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on STT with the description “correct Yusuf/Hamed distrib settle on 9/30 ref ck 251 for \$183,381.91.”

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

ATTACHMENT IV - Analysis

The total amount of this claim is \$20,484.

Item 485 – Unclear general ledger entry regarding “clear pship a/c 28600 intraco bal’s to equity”

Summary Description of Issue Identified:

We noted journal entry recorded on West with the description “clear pship a/c 28600 intraco bal’s to equity.”

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney’s response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds’ counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$247,137.88.

Item 487 – Unclear general ledger entry regarding “clear misc Hamed/pship due to/fr accounts”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the description “clear misc Hamed/pship due to/fr accounts.”

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney’s response.

ATTACHMENT IV - Analysis

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$39,788.40.

Item 488 – Unclear general ledger entry regarding “due t/fr settlement re stmt at 9/30/15”

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the description “due t/fr settlement re stmt at 9/30/15.”

Work performed:

We generated a transaction detail report in Sage 50 using the accounting backup provided by John Gaffney. This report shows the detail from inception to date of the general ledger account which the transaction was recorded. JVZ reviewed the activity in the account, and any related account(s), to determine the business purpose or rationale for recording such entry.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence of the business purpose of this transaction. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total amount of this claim is \$183,381.91.

Item 489 – Manal Yousef alleged mortgage

Summary Description of Issue Identified:

Partnership funds were provided to Manal Yousef (relative of Fathi Yusuf). She lent those same funds to a Hamed/Yusuf subsidiary (Sixteen Plus Corporation) for the purchase of a parcel of land on St.

ATTACHMENT IV - Analysis

Croix, USVI. Fathi Yusuf is now attempting to foreclose on that mortgage in an action filed on February 12, 2016 (Case No. SX-16-CV-65).

Work performed:

The Hameds advised that Manal Yousef never provided any consideration and has no bona fide claim, as this was part of the Fathi Yusuf engineered money laundering operation for which United Corporation was criminally charged.

This matter is also in civil litigation. A current action, *Sixteen Plus v. Manal Yousef*, SX-16-CV-65, is pending. In addition, an action is being prepared against Fathi Yousef and others for fraud. If these actions are successful, this claim will be obviated. In addition, despite the current activities attempting to enforce the mortgage, by Yousuf and Yusuf, it is also listed on the pre-2012 accounting as a prior. With interest, this claim exceeds \$14 million.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

Based on our conversation with the Hameds, we concluded these are Partnership funds and should be listed as an asset and claim of the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of this claim is \$4,500,000.

Item 490 – Half acre in Estate Tutu

Summary Description of Issue Identified:

Partnership funds were used to purchase a half (1/2) acre parcel of land on Estate Tutu on St. Thomas (adjacent to a larger parcel jointly owned by Plessen Enterprises Inc.).

Work performed:

The Hameds advised us that the land is incorrectly titled in United Corporation. On 7/13/2015 and 9/3/2015, counsel for United, Greg Hodges, stated that the land was or would be titled in the Partnership. Hodges and United later recanted on 11/30/2015 and United claims title.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

ATTACHMENT IV - Analysis

Opinion as to the Issue Identified:

Based on our conversation with the Hameds, we concluded these are Partnership funds and should be listed as an asset and claim of the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of this claim is \$500,000.

Item 491 – Plaza Extra East land

Summary Description of Issue Identified:

Partnership funds were used to purchase land for Plaza Extra East store.

Work performed:

The Hameds advised us that on the date of the transfer of the Plaza Extra East store to Fathi Yusuf, a contiguous parcel of land worth approximately \$5 million existed which was purchased solely with Partnership funds.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

Based on our conversation with the Hameds, we concluded these are Partnership funds and should be listed as an asset and claim of the Partnership to satisfy ourselves of management's assertions: 1. Completeness as described in AU-C 315.A128.

The total amount of this claim is \$5,000,000.

Item 492 – \$900,000 estimated tax payment for United Corporation shareholders

Summary Description of Issue Identified:

An estimated tax payment in April 2013 was made for the United Corporation shareholders, a corporation unrelated to the Partnership.

Work performed:

We interviewed Shawn Hamed regarding this tax payment. Shawn said John Gaffney told him the entries reflected estimated tax payments for United shareholders. Further, no similar payouts were made for the Hameds.

ATTACHMENT IV - Analysis

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

We did not find any sufficient reliable audit evidence that these payments were for a valid business expense or served a business purpose of the Partnership. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128.

The total of this claim is \$900,000.

Attachment V – Summary of claims

Below is a chart identifying the item number, description of the claim and the amount of the claim. The total of the claims, as reflected in the chart, is \$57,996,790.14. The total amount owed to the Partnership is \$56,163,505.87 and the total amount due KAC357, Inc./Hameds is \$1,833,284.27.

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
3002a	United Shopping Center's gross receipt taxes	\$70,193.20	\$70,193.20	
3003	WAPA deposits paid with Partnership funds	\$272,571.59	\$272,571.59	
3004a	Checks written to Fathi Yusuf for personal use	Pending discovery		
3005/426	John Gaffney's salary, benefits and bonus	\$226,231.62	\$226,231.62	
3006	Partnership funds used to pay Fathi Yusuf's personal legal fees	\$504,590.63	\$504,590.63	
3007	Imbalance in credit card points	\$421,234.62		\$421,234.62
3008a	United's corporate franchise taxes and annual franchise fees	\$2,300.52	\$2,300.52	
3009a	Partnership funds used to pay United Shopping Center's property insurance	\$59,360.84	\$59,360.84	
3010	Vendor rebates	Pending discovery		
3011	Excessive travel and entertainment expenses	\$23,745.24	\$23,745.24	
201	Reimbursement for sale of the Dorthea condo	\$802,966.00		\$802,966.00
210	Hamed payment of taxes during criminal case	\$133,128.00		\$133,128.00
221	Unsubstantiated checks to Nejech Yusuf	\$14,756.46	\$14,756.46	
242	Nejech Yusuf's cash withdrawals from safe	\$53,384.67	\$53,384.67	
244	Reimbursement for Fathi Yusuf withdrawal of funds related to Tutu	\$41,462.28	\$41,462.28	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
	Park rent payments			
246, 255, 260, 318	Seaside Market & Deli LLC	Pending discovery		
248	KAC357, Inc. payment of invoices from J. David Jackson PC	\$832.50		\$832.50
253	Nejeh Yusuf's use of Partnership resources	Pending discovery		
256	David Jackson, CPA, bill owed for tax work done related to the Partnership's 2013 taxes	\$652.50		\$652.50
265	Wally Hamed's personal payment of accounting and attorneys' fees in <i>United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015</i>	\$332,900.42		\$332,900.42
272	Tutu Park Mall 2014 taxes and the corresponding Partnership withdrawals taken by Mr. Fathi Yusuf	\$46,990.48	\$46,990.48	
275	KAC357, Inc. payment of invoices from FreedMaxick	\$6,245.00		\$6,245.00
278	KAC357, Inc. payment of Partnership WAPA invoices	\$81,713.80		\$81,713.80
279	KAC357, Inc. payment of Partnership Tropical Shipping invoices	\$23,848.00		\$23,848.00
281	Payment of Nejeh Yusuf credit card bill	\$49,715.05	\$49,715.05	
290	Nejeh Yusuf removed property belonging to KAC357 Inc.	Pending discovery		
297	Retirement bonus paid to Mary Gonzales	\$28,899.28	\$28,899.28	
299	2015 Workers' Compensation payments	Pending discovery		
310	2015 Health permit payments for Plaza	\$850.00	\$850.00	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
	East			
312	Replacement of four condensers, plus associated costs for shipping, delivery and installation	\$59,867.02	\$59,867.02	
314	2015 Business license payment for Plaza East	Pending discovery		
315	100 shopping carts purchased for Plaza Extra-East	\$13,117.00	\$13,117.00	
316	Inventory moved from Plaza West to East after official inventory	Pending discovery		
319	BJ's Wholesale Club vendor credit	Pending discovery		
329	2015 Real Estate Tax for Plaza Extra-STT	\$12,652.39		\$12,652.39
331	2015 Insurance for St. Thomas Plaza Extra car	Pending discovery		
333	KAC357, Inc. payment of Partnership AT&T invoices	\$755.76		\$755.76
334	Point of Sale transactions (purchases on account)	\$925.94	\$925.94	
335	No credit for expired (spoiled) inventory discovered at Plaza Extra West	\$54,592.08	\$54,592.08	\$
338	Merrill Lynch accounts [REDACTED] and [REDACTED] financed with Partnership funds	Pending discovery		
340	Rents collected from Triumphant church	\$3,900	\$3,900	
343	KAC357, Inc.'s American Express payments deposited to Partnership account	\$12,272.67		\$12,272.67

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
345	UVI payment	\$292.61		\$292.61
346a	Attorney and accounting's fees paid by the Partnership for the criminal case	\$989,626.90	\$989,626.90	
353	Due to/from Fathi Yusuf	\$186,819.33	\$186,819.33	
355	\$2.7 million unilateral withdrawal from the Partnership account	\$2,784,706.25	\$2,784,706.25	
356	2012-2013 Real Estate Taxes for Plaza Extra STT	\$89,443.92	\$89,443.92	
357	Payment to Dudley, Topper and Feuerzeig, I.LP (Fathi Yusuf's personal attorney)	\$57,605.00	\$57,605.00	
358	STT Tutu gift certificates	\$3,790		\$3,790
359/362	Employee Loans	\$33,121.06	\$33,121.06	
360	Approximately \$18 million in purged transaction in 2013	Pending discovery		
361	Payments to Caribbean Refrigeration & Mechanical LLC	\$95,420.20	\$95,420.20	
363	Transactions with Miadden Plastic	\$49,565.00	\$49,565.00	
364	Unclear General Ledger entry "Collection of Setallment [sic]"	\$42,969.98	\$42,969.98	
365	Unclear General Ledger entries "Foreign taxes paid"	\$18,803.95	\$18,803.95	
366	Unclear General Ledger entries POS charges for Seaside Market	\$11,659.90	\$11,659.90	
367	Unclear General Ledger entries "change order" and "cash requisition"	\$26,510.17	\$26,510.17	
369	Unclear General Ledger entries "credit card paid"	Pending discovery		
370	Unclear General Ledger entries "RDC	\$350,000.00	\$350,000.00	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
	Frozen Account"			
371	Unclear if Scotiabank Telecheck transfers were re-deposited in Partnership accounts	\$8,500,000	\$8,500,000	
372/379	Unclear General Ledger entries regarding miscellaneous adjustments to employee loans	\$122,904.66	\$122,904.66	
373	Unclear General Ledger entries regarding "return check mutilated"	\$83,800.00	\$83,800.00	
374	Unclear General Ledger entry regarding "Cash - Transfer Clearing, Banco Proc Error re Xfer"	\$360,000.00	\$360,000.00	
375	Unclear General Ledger entry regarding "2013 US Customs Exp Per Schedule"	\$9,916.18	\$9,916.18	
376	Unclear General Ledger entries regarding Merrill Lynch	\$4,261,939.04	\$4,261,939.04	
377	Unclear General Ledger entries regarding Daas corporate loan	\$327,500.00	\$327,500.00	
378	Unclear General Ledger entries to "Due from (to) Yusuf"	\$693,242.00	\$693,242.00	
380	Unclear what the reclassification of partnership income in 2013 and 2014 notation on the general ledger means	Pending discovery		
381	Many general ledger entries are missing descriptions	\$1,026,856.36	\$1,026,856.36	
383	Unclear general ledger entries regarding "nominal cash reconciliation"	\$4,312.57	\$4,312.57	
384	Unclear general ledger entry "Accrue 2012 rent as directed by legal"	\$678,549.00	\$678,549.00	
385	Partnership may have paid Fathi Yusuf's personal attorney's fees	\$14,995.26	\$14,995.26	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
386	Unclear general ledger entries regarding deposit adjustments	\$1,700,000	\$1,700,000	
388	Unclear general ledger entries regarding due/to Shopping Center	\$900,000	\$900,000	
390	Transactions with Alamnai Co.	\$37,629.00	\$37,629.00	
391	Unclear general ledger entries regarding "Adjust due/to from"	\$241,558.05	\$241,558.05	
392	Improper payments to Carol's newspaper distribution	\$1,697.00	\$1,697.00	
393	Unclear general ledger entries regarding "Cash Reques"	\$6,500.00	\$6,500.00	
394	Unclear general ledger entry regarding "AT&T MOBILITY"	\$2,949.65	\$2949.65	
396	Transactions with JKC Communication	\$13,389.04	\$13,389.04	
397	Transactions with House of Printing	\$860.00	\$860.00	
398	Transactions with Foampack	\$1,257.05	\$1,257.05	
399	Unclear general ledger entries regarding "All Scotia Account Closures"	\$615,172.17	\$615,172.17	
400	Unclear gncral ledger entries regarding "Fathi Yusuf matching draw"	\$1,288,602.64	\$1,288,602.64	
401	Unclear general ledger entries regarding United Corporation	\$120,431.00	\$120,431.00	
402/418	Unclear general ledger entry regarding "Fathi Yusuf refund of overpayment"	\$77,335.62	\$77,335.62	
403/413	Unclear general ledger entries for By Order	\$260,490.72	\$260,490.72	
405	Numerous unexplained general ledger entries regarding Hamed	\$51,061.36	\$51,061.36	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
408	Unclear general ledger entry for \$176,353.61 dated 9/30/15	\$176,353.61	\$176,353.61	
409	Unclear general ledger entries regarding transfers and closed accounts	\$837,554.23	\$837,554.23	
410	Unclear general ledger entry regarding 50/50 distribution	\$165,000.00	\$165,000.00	
411	Unclear general ledger entry regarding accrued accounting fees to complete 2015 year-end taxes	\$16,315.00	\$16,315.00	
412	Unclear general ledger entry regarding accounting error for Tropical Shipping invoices	\$10,242.00	\$10,242.00	
414	Unclear general ledger entry regarding adjust cash on hand to count on 3/11/15	\$24,934.18	\$24,934.18	
415	Unclear general ledger entry regarding clearing Banco irregularities	\$8,481.58	\$8,481.58	
416	Unclear general ledger entry regarding balance sheet balances closed for insurance items to expedite close	\$51,569.11	\$51,569.11	
417	Unclear general ledger entries regarding clear misc Yusuf/Pship Due to/fr accounts	Pending discovery		
418	Unclear general ledger entry regarding United reimbursement to Hamed of 7/13 overpayment	\$38,667.81	\$38,667.81	
419	Unclear general ledger entry regarding combined services inv dtd 2/24/15 paid on behalf of East	\$4,935.00	\$4,935.00	
420	Unclear general ledger entry regarding CRA check 215 to reimburse KAC357 for STT deposit errors	Pending discovery		
421	Unclear general ledger entry regarding Daily (United C. CK)	Pending discovery		

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
422	Unclear general ledger entry regarding excess cash over \$50k per court order	\$44,399.63	\$44,399.63	
423	Unclear general ledger entries regarding prepayment of insurance	\$139,230.53	\$139,230.53	
425	2015 Accounts Payable-Trade to John Gaffney	1,544.33	1,544.33	
427	2013 Accounts Payable-Trade to John Gaffney	\$1,214.10	\$1,214.10	
428	Unclear general ledger entries regarding 2015 Accounts Payable-Trade to Maher Yusuf	\$1,866.39	\$1,866.39	
430	Unsubstantiated check to NejeH Yusuf	\$2,031.84	\$2,031.84	
431	Unclear general ledger entry, Non-cash distribution to Yusuf	\$245,089.90	\$245,089.90	
432	Unclear general ledger entry, North Western Selectra Inc.	\$4,524.24	\$4,524.24	
433	Unclear general ledger entry, J Ortiz	\$1,250.00	\$1,250.00	
434	Unclear general ledger entries regarding St. Thomas petty cash	\$10,339.12	\$10,339.12	
436	Unclear general ledger entry regarding United Shopping Center payment of accounting fees for the Partnership	\$4,500.00	\$4,500.00	
437	Unclear general ledger entry regarding United Shopping Center payment of legal fees for the Partnership	\$4,946.31	\$4,946.31	
438	Transaction with Source Accounting	\$3,500.00	\$3,500.00	
439	Unclear general ledger entry regarding St. Thomas 1.5% CR Reduction (FUTA) paid by West to United	\$12,346.17	\$12,346.17	
440	Unclear general ledger entry regarding temporary adjustment for unreimbursed cash expenses during 2014/15	\$46,725.41	\$46,725.41	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
442/407	Unclear general ledger entries indicating Accounts Payable Trade payments to United Corporation in 2015	Pending discovery		
443	Unclear general ledger entry regarding price gun deposits	\$1,780.00	\$1,780.00	
444	Unclear general ledger entries regarding 2013 Q3 VIESA deficiency, plus penalty and interest in 2005	\$9,385.95	\$9,385.95	
445	Unclear general ledger entries regarding United Corporation	\$6,933.27	\$6,933.27	
446	Unclear general ledger entries regarding United Corporation – FUTA	\$10,047.14	\$10,047.14	
447	Unclear general ledger entry regarding United Corporation – Gift Certificates	\$2,630.00	\$2,630.00	
449	Unclear general ledger entries regarding Industrial Video and Luxor Goods	\$9,803.00	\$9,803.00	
450	Unclear general ledger entry regarding Hector Torres' invoice	\$2,000.00	\$2,000.00	
451	Unclear general ledger entries for Ramone Reid Felix invoices	\$1,092.00	\$1,092.00	
452	Unclear general ledger entries regarding Tasty Alternatives	\$30,721.00	\$30,721.00	
453	Scotia Invoices	\$11,411.17	\$11,411.17	
454	Lissette Colon's salary, benefits, bonuses and incidental expenses	\$6,215.44	\$6,215.44	
455	Myra Senhouse's salary, benefits, bonuses and incidental expenses	\$2,259.41	\$2,259.41	
456	Humphrey Caswell's salary, benefits, bonuses and travel and entertainment expenses	\$28,666.00	\$28,666.00	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
457	Unclear 2016 general ledger entries regarding the United Corporation in 2016	\$238,828.82	\$238,828.82	
459	Unclear general ledger entry regarding United Corporation -- Worker's Compensation	\$317.99	\$317.99	
460	Unclear general ledger entries regarding FUTA late fee	\$85,697.27	\$85,697.27	
464	Transaction with Raja Foods	\$410.00	\$410.00	
465	2016 transactions with Caribbean Refrigeration & Mechanical LLC	\$10,901.51	\$10,901.51	
466	Unclear general ledger entries We Are Wine LLC	\$2,704.79	\$2,704.79	
467	Unclear general ledger entries regarding US Customs penalty	\$2,250.00	\$2,250.00	
468	2016 payments to Dudley, Topper and Feuerzeig, LLP (Fathi Yusuf's personal attorney)	\$9,680.00	\$9,680.00	
469	Unclear general ledger entries regarding Inter Ocean refund	Pending discovery		
470	Unclear general ledger entries regarding "Lutheran Family Social Services"	\$1,246.21	\$1,246.21	
471	Unclear general ledger entries regarding KAC357	\$3,640.00	\$3,640.00	
472	Unclear 2016 general ledger entries for Banco Popular Puerto Rico	Pending discovery		
473	Unclear general ledger entries regarding 2016 V.I. Employment Security contributions and penalties	\$13,047.65	\$13,047.65	
474	Disputed Plaza Extra East rent granted by court order on April 27, 2015	\$5,234,298.71	\$5,234,298.71	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
475	Fathi Yusuf draw from Partnership funds for gift	\$4,000,000.00	\$4,000,000.00	
476	Wireless Tech Rent	\$15,000	\$15,000	
477	Unclear general ledger entries regarding Hanun loan	\$35,000	\$35,000	
478	Unclear general ledger entries regarding distributing cash on hand in 2015	\$19,333.33	\$19,333.33	
479	Unclear general ledger entry regarding Yusuf distribution of WAPA deposit	\$110,842	\$110,842	
480	Unclear general ledger entries regarding "Yusuf distribu for trade AR"	\$15,701.34	\$15,701.34	
481	Unclear general ledger entry regarding "xfer fr Yusuf fam BPPR a/c to United BPPR a/c"	\$1,449.33	\$1,449.33	
482	Unclear general ledger entry regarding "Yusuf refund of overpayment"	\$77,335.62	\$77,335.62	
483	Unclear general ledger entry regarding "CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS"	\$247,870.31	\$247,870.31	
484	Unclear general ledger entries regarding "correct Yusuf/Hamed distrib settle on 9/30 ref ck 251 for \$183,381.91"	\$20,484	\$20,484	
485	Unclear general ledger entry regarding "clear pship a/c 28600 intraco bal's to equity"	\$247,137.88	\$247,137.88	
487	Unclear general ledger entry "clear misc Hamed/pship due to/fr accounts" in the amount of \$39,788.40.	\$39,788.40	\$39,788.40	
488	Unclear general ledger entry regarding "duc t/fr settlement re stmt at 9/30/15"	\$183,381.91	\$183,381.91	

Attachment V – Summary of claims

Item No.	Description	Total Claim Amount	Amount Due Partnership	Amount Due KAC357, Inc./Hameds
489	Manal Yousef alleged mortgage ¹	\$4,500,000	\$4,500,000	
490	Half acre in Estate Tutu	\$500,000	\$500,000	
491	Plaza Extra East land	\$10,000,000	\$10,000,000	
492	\$900,000 Estimated tax payment for United Corporation shareholders	\$900,000	\$900,000	
	Totals	\$57,996,790.14	\$56,163,505.87	\$1,833,284.27

^[1] This matter is also in civil litigation. A current action, *Sixteen Plus v. Manal Yousef*, SX-16-CV-65, is pending. In addition, an action is being prepared against Fathi Yousef and others for fraud. If these actions are successful, this claim will be obviated. In addition, despite the current activities attempting to enforce the mortgage, by Yousuf and Yusuf, it is also listed on the pre-2012 accounting as a prior. With interest, this claim exceeds \$14 million.

EXHIBITS TO B2

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

DISC OF EXHIBITS

ATTACHMENTS AND EXHIBITS TO EXHIBIT B2 BATES JVZ 148-1730

**RE: HAMED'S NOTICE OF PARTNERSHIP CLAIMS
AND OBJECTIONS TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING**

ALSO PROVIDED FOR YOUR EASY DOWNLOAD AT:

<http://www.federal-litigation.com/hamed-Claims.html>

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OF COUNSEL

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***ADMITTED IN SWITZERLAND ONLY

****ALSO ADMITTED IN U.S.V.I AND ILL.

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2111 COMPANY STREET
CHRISTIANSTED, ST. CROIX
U.S. VIRGIN ISLANDS 00820

September 19, 2016

To: Joel Holt, Esquire

From: Lawrence Schoenbach, Esquire

Re: Expert Opinion re: United Corporation (STX);
Mohammad Hamed v. Fathi Yusuf and United Corporation;
St. Croix, U.S. Virgin Islands

OPINION LETTER

You have engaged me to render an expert opinion in the context of the civil litigation currently in the Superior Court of the Virgin Islands, Division of St. Croix, in a matter captioned *Mohammad Hamed v. Fathi Yusuf and United Corporation*, docket number Civil No. SX-12-CV-370 (Brady, J.). Specifically, you have sought the expert opinion of a criminal defense attorney with experience in federal criminal practice and so-called "white collar" business crimes involving tax evasion, money laundering, and/or compliance.

In particular, you have asked me to determine whether it is possible for the books and records of a business entity to be re-constructed after a business entity (here a partnership) has been deeply involved in a money-laundering such as the one presented here.

Further, you have asked me to render an expert opinion as an experienced criminal lawyer who advises individuals and companies on compliance with criminal laws¹ -- particularly white collar and business entity crimes. I have been asked to

¹ Although my primary law practice is in the federal courts in New York City (Southern and Eastern Districts of New York), I am admitted to (and have represented

EXHIBIT
C

JOEL HOLT, ESQUIRE
SEPTEMBER 19, 2016
PAGE 2

EXPERT OPINION RE: UNITED CORPORATION;
*MOHAMMAD HAMED V. FATHI YUSEF AND UNITED
CORPORATION (ST. CROIX)*

review a series of documents related to the instant litigation, as well as the related criminal indictment, and to formulate an opinion based upon them.

Documents Reviewed

In connection with this Opinion Letter, I have reviewed the filed documents of record containing Hamed's claims, the defenses, the analysis done by Hamed's CPA regarding 2012-present, various deposition and other testimony (identified within this Opinion Letter) and following documents:

- Memorandum Opinion in response to Plaintiff's Emergency Motion and memorandum to Renew Application for TRO (Brady, J.);
- Opinion Letter of David Jackson, PC;
- "Exhibit 5" consisting of a plea agreement between the United States and the criminal defendants charged in Indictment 2005-14F/B; and a supplemental plea agreement; and a second addendum to the plea agreement;
- "Exhibit 6" consisting of the cover letter of RSM McGladrey, Inc., by Ronald J. Soluri, Sr., Managing Director; Flow Chart, and a Letter of Waleed Hamed, dated July 22, 1998; and
- "Defendant Exhibit C" consisting of a Press Release from the United States Attorney for the Virgin Islands, Indictment 2003-147 (St. Thomas Division) captioned *United States of America and Government of the Virgin Islands v. Fathi Yusef Mohamad Yusef, et. al.*; Defendant's Notice of Filing of Criminal Indictment (Third Superseding Indictment), dated September 8, 2004; a Plea Agreement between the Government and the defendants named in the indictment;
- A PACER search of the ECF docket sheet for Indictment 05-Cr-00015 (RLF)(GWB).
- The various documents referenced herein.

clients in criminal proceedings in) the U.S. Virgin Islands and the federal district court in Puerto Rico. I have also represented clients throughout the country and internationally. A portion of my practice involves advising business clients on regulatory and potential criminal matters and I have done so in the U.S. Virgin Islands and elsewhere. My resume and curriculum vitae are annexed hereto.

JOEL HOLT, ESQUIRE
SEPTEMBER 19, 2016
PAGE 3

EXPERT OPINION RE: UNITED CORPORATION;
MOHAMMAD HAMED V. FATHI YUSEF AND UNITED
CORPORATION (ST. CROIX)

The Facts

In 2003 a grand jury sitting in St. Thomas, U.S. Virgin Islands voted a 76-count indictment against United Corporation (“United”) and various related individuals, including, among others, Fathi Yusuf and members of his and Mohammad Hamed’s families. The indictment charged, *inter alia*, numerous counts of mail fraud, money laundering, enterprise corruption (pursuant to Virgin Islands Law), and tax evasion.

Although all of the individual defendants were charged in the criminal indictment, only the corporate defendant, United Corporation (“United” or the “Company”), was convicted of a crime (Count 60 -- tax evasion).² For purposes of this Opinion Letter, it is the Company’s guilty plea and conviction, as well as its admissions during the course of the plea of guilty, that allow me to reach the conclusions herein.

United is a corporate entity wholly owned by Fathi Yusuf and family. He is an officer of the Company and his son, Mike (Maher) Yusuf, is the President. It is my understanding, based upon the findings of fact by Judge Brady in his Memorandum Opinion that Mohammad Hamed, although a partner in the Plaza Extra supermarkets in St. Croix and St. Thomas, was *not* a shareholder or officer of United.³ Critical to my analysis is that United admitted at the time of entry of the corporate plea that it under-reported gross receipts by utilizing the money laundering scheme outlined in the 3rd superseding indictment. Specifically, in admitting guilt to Count 60 of the indictment, United admitted that:

On or about September 19, 2002, United willfully aided, assisted, procured, counseled, advised, or caused the preparation and presentation of a materially false corporate income tax return on Form 1120S for the year 2001 and filed such return with the Virgin Islands Bureau of Internal Revenue (“VIBIR”). Specifically, United Reported gross receipts or sales on line 1c as \$69,579,412,

² By agreement between the parties and the Government, United was allowed to plead guilty to one count of tax evasion in full satisfaction of the indictment. The case against the remaining defendants was dismissed with prejudice.

³ “Yusuf’s management and control of the “office” was such that Hamed was completely removed from the financial aspects of the business.” See Memorandum Opinion (Brady, J), dated April 25, 2014, at ¶ 19.

JOEL HOLT, ESQUIRE
SEPTEMBER 19, 2016
PAGE 4

EXPERT OPINION RE: UNITED CORPORATION;
MOHAMMAD HAMED V. FATHI YUSEF AND UNITED
CORPORATION (ST. CROIX)

knowing that the true amount was approximately \$79,305,980.

By pleading guilty United acknowledged that it underreported its 2001 gross receipts by nearly \$10 million. More importantly, for purposes of making an accurate, and legal accounting of the true gross receipts of the company from in the years prior to 2001, one must understand the nature of that tax evasion during the relevant time period.

According to the indictment, from “at least as early as in or about January 1996 and continuing through at least in or about September, 2002, defendant[] . . . UNITED defrauded the Virgin Islands of money in the form of tax revenue, specifically territorial gross receipts taxes by failing to report at least \$60 million in Plaza Extra sales on gross receipts tax returns and corporate income tax returns. See Indictment, at ¶10. The fraudulent scheme to report gross receipts was, according to the indictment, *inter alia*, for United and certain of its officers/employees:

to withhold from deposit substantial amounts of cash received from sales, typically bills in denominations of \$100, \$50, and \$20. Instead of being deposited into the bank accounts with other sales receipts, this cash was delivered to one of the defendants or placed in a dedicated safe in a cash room. From 1996 through 2001, tens of millions of dollars in cash was withheld from deposits in this manner and as such, was not reported as gross receipts on tax returns filed by UNITED.

Indictment, at ¶12.

Once United skimmed these extraordinary amounts of cash from its gross receipts, it engaged in “various efforts to disguise and conceal the illegal scheme and its proceeds . . . by, [among several methods,] purchas[ing] cashier's checks, traveler's checks, and money orders with unreported cash, typically from different bank branches and made payable to individuals and entities other than the defendants, in order to disguise the cash as legitimate-appearing financial instruments.” See Indictment, at ¶15. Much of the illegally underreported income was then sent to various banks and/or other entities off shore.

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I accept the allegations made in the indictment to which United pled guilty, at a minimum as to United and its officers, because the standard of proof for a grand jury indictment is probable cause to believe a crime was committed (i.e. more likely than not) and the defendant committed the crime. It is the same standard of proof in a civil case. The indictment alleged that from 1996-2001 United was involved in the same scheme to skim from its \$300 million gross revenues cash receipts of approximately \$60 million. I have no reason to disbelieve this allegation as a factual premise, at least for purposes of this Opinion Letter because United has acknowledged by its guilty plea its complicity in the scheme to underreport its income and thus partnership funds.

The scheme to skim funds from the stores (i.e. removal of funds from sales receipts before those funds are accounted for and taxes paid on them) is a classic white collar/business crime in which the purpose is to hide those funds from the governmental taxing authorities to avoid taxation, both regarding the receipt and disbursement. Most of such tax avoidance schemes require the removal of funds before accounting and/or the alteration of accounting records to reflect less cash received by the company than ultimately reported. The method used here, removal of funds prior to their being reported as sales, can be accomplished by several means, some of which were used here, to wit: those acting on behalf of the Company took cash out of sales before the Company could properly account for them. Another example of the fraudulent scheme involved cashing checks for third parties and then keeping and transacting the checks elsewhere. Cash was distributed without records or controls or those records were destroyed.

The most fundamental feature of such a scheme is that the actual accounting records of the entity do not, and in fact cannot, accurately reflect the amount of cash taken in. No proper accounting can be determined from the Company's financial records because the gross receipts have been intentionally misapplied and documented. The very purpose of this sort of scheme is to render any accounting inaccurate. Moreover, any remaining records would have to be suspect because a criminal -- with criminal intent and a criminal purpose -- would have created them. Further, because of the admitted lack of internal controls at United during the pre-

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2001 time period, there could be no legal or properly accurate way by which one could ascertain the correct amount of cash actually received or disbursed by the company.⁴

It is critical that the parties have both admitted that many records of transaction that should have gone into any accurate accounting were not kept or mutually and intentionally destroyed. For example, in his deposition, Mike Yusuf, President of United Corporation (and Fathi Yusuf's oldest son) testified that he and some of the Hamed brothers, upon hearing that the FBI was about to raid them in 2001, intentionally destroyed "a whole heap of" records (including those that would show where millions in cash partnership funds really went -- two months before the FBI raid and subsequent criminal charges).⁵ As such, there could be no way to verify

⁴ I note that the plea agreement, at page 9, ¶ 5, requires the company to "develop and submit to the Court an effective compliance and ethics program consistent with § 8B2.1 (Effective Compliance and Ethics Program) of the United States Sentencing Guidelines." No such compliance program was in place in 2001 or for the years prior to that date.

⁵ At the April 3, 2014 deposition Mike Yusuf testified, at pages 62-65, as follows (emphasis supplied):

Q. Okay. And to the best of your knowledge, all of those receipts still exist today from 1986 on?

A. No.

Q. Okay. Why don't you tell me about that?

A. About what?

Q. Why -- why some of them don't exist?

A. Should I explain -- that would explain the 1.6 that we have here on the letter.

Q. I'll get there, I swear. I just want to -- right now, I just want to know, **I asked you if I could go around and collect all these receipts, add them up and find out how much the Hameds took out, and how much the Yusufs.** You said yes. And I said, So I should be able to do that from the -- from back till now, and you said, no, there's a problem. You said some might be in the possession of a third party.

A. Right.

Q. When I have those from the third party, will I then be able to get that number?

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the completeness of such records. Because the very nature of the crime, particularly money laundering/tax evasion, is to hide such incoming and outgoing funds from legitimate accounting it is impossible to determine and account for any portion of that amount each partner has or owes to the other. Since many such transactions were not recorded or destroyed, any remaining "records" can never be legitimately credited or debited against the unknown amounts.

Fathi Yusuf was (and remains) the majority owner of United Corporation. United was the corporate entity used by him, and others, to accomplish the tax

A. To physically check every receipt by receipt?

Q. Through all the --

A. **There's -- there's some receipt was destroyed by Waleed Hamed, and some receipts were destroyed by me.**

Q. Okay. Tell me about that.

A. Sure. In 2000 -- that's, I'm -- to explain to you, that's where the 1.6, I'm going to explain.

* * *

A. 2001, that's the -- the year that we had the raid.

Q. Okay. What -- approximately what date [was the FBI raid]?

A. October 23rd of 2001.

Q. Okay.

A. Okay. Sometime I would say a month and a half to two months before that, Waleed got a call from Waheed saying that something is going on. Some kind of agency is coming to spot check us, look at us. . . **We didn't know. So between among us, we decided to destroy some of the receipts, because they were all in cash. We pulled out a good bit of receipts from the safes in Plaza East. Mufeed was present with me. He had a whole, a heap of receipts for the Hameds only. It could be from either one of the Hameds, once it's the Hamed.** And receipts from the Yusuf, which basically was just me, not, you know, nobody else. Mufeed, I guess you call it, tallied, and, you know, put a tape on what they withdraw, and I put a tally, a tape, on what I withdraw. And I gave him my receipts to double-check my work, he gave me his receipt to double-check his work. Once everything dropped to the penny, we were fine, **I said, Listen. I'm destroying my receipts. You know what I owe you guys.** I owe you guys 1.3 million, and at that time, they had pulled in receipts about 2.9 million. Wally wanted to take a look at it, **and as far as I know, Wally got rid of the receipts.** So 1.3 million from 2.9 million, this is where you get the 1.6 million. (Emphasis supplied.)

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evasion in 2001 to which United admitted its guilt.⁶ Moreover, Mr. Yusef has repeatedly stated that he was in charge of the businesses⁷ and was certainly in charge

⁶ This is not to say that others were not involved. Corporations can only act through its individual agents. The Government charged activities in aid of the scheme by several of the Yusuf and Hamed sons and others. Who directed, as opposed to carried out, the acts is not a particularly relevant factor in this matter. The relevant fact is that United has admitted, by its guilty plea, that funds from Plaza Extra were never accounted for as gross receipts of the company (nor is there any documentation reflecting how these unreported funds were divided, if at all, among the recipients). The example of Mike Yusuf's testimony as to both family's cooperation in pre-FBI-raided destruction of millions of dollars in records underlines why no proper evaluation of the accounting or partnership value prior to 2001 is possible.

⁷ Support for this statement can be found in several places. For example, at the outset of this case, Mohammad Hamed testified at the January 25, 2013 *Preliminary Injunction* hearing that the agreement in the partnership was that Mr. Yusuf would be in control of the front office functions and he (Hamed) was in charge of the warehouse/store operations. Similarly, at the same hearing, Wally Hamed agreed, on cross-examination:

A: That was the duty of Fathi Yusuf, he was responsible for the office.
Q: Because Fathi Yusuf was in charge, correct?
A: No, he was responsible for the office.

Tr. 100.

Further, in Yusuf's March 4, 2013 *Proposed Findings of Fact and Conclusions of Law* submitted to the Court after those hearings, Yusuf specifically asked for a finding that he was in charge of the business' functions which would include accounting and payment of taxes – agreeing with Hamed's statement, to wit:

40. Mohammad Hamed also readily admitted that he never worked in any management capacity at any of the Plaza Extra Stores, **which role was under the exclusive ultimate control of Fathi Yusuf, as Fathi Yusuf "is in charge for everybody"** and everything. (Jan. 25, 2013 Hr'g Tr. At 201 :4 (reflecting Mohammad Hamed's concession, even during his direct testimony, that "Mr. Yusuf he is in charge for everybody"), 201:23 -24, 210:21 -23 (acknowledging again that Fathi Yusuf is in "charge" of "all the three stores]")).

After the Court's April 2013 *Preliminary Injunction* was issued in response to that testimony, Yusuf continued his assertion that he alone was in charge of the partnership's management functions -- as was the case in his May 9, 2013, *Motion to Stay* the Preliminary Injunction.

However, the testimony of the Plaintiff was clear when he admitted that he never worked in any **management capacity** at any of the Plaza Extra Stores, **which role was under the exclusive ultimate control of Fathi Yusuf**. . .

Id. at 6.

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of the office functions which would include accounting and payment (or avoidance) of taxes. This would mean that he was "in charge of" and directed what I can state was a sophisticated scheme involving international money laundering and offshore banks -- and the attendant alteration of accounting records.

Conclusion

Because the nature of the tax fraud in this case (i.e. the skimming of gross receipts and cash distributions through various means) involves deception and, by definition, an incomplete set of books and records of the company, it is impossible for the partnership to reconstruct an accurate set of books and records prior to 2001. Although the parties and the Government have agreed to recognize approximately \$10 million in underreported gross income for the 2001 tax year, there is no such agreement for the years prior to 2001. Even if it can be assumed that the \$10 million

Indeed, in a motion filed soon thereafter, in which Yusuf attempted to preclude the Hameds from all accounting information, he stated, with regard to the accounting:

There is no dispute that Defendant Fathi Yusuf has always been the ultimate decision maker.

See May 16, 2013, Defendants' Motion To Clarify Scope Of Preliminary Injunction With Respect To United Corporation's Financial Statements, And Access To United's Financial Systems, at 3.

Finally, because Mr. Yusuf had, apparently, complete control over the accounting and accounting records and would not allow Hamed access, the Court entered an order ending that absolute control. On May 31, 2013 the Court:

ORDERED that Defendant United Corporation shall provide revised financial statements for the three Plaza Extra Supermarket stores only within 30 days of the date of this Order;

ORDERED that said financial statements for the three Plaza Extra Supermarket stores shall be used for internal purposes only, and may not be disseminated to any third parties (excepting legal, accounting and tax advisors of the Parties) without the written consent of the other Party, and

ORDERED that only mutual access of all sensitive financial data, records and financial statements shall be permitted according to a process to be determined by the Parties.

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of underreported income in 2001 is accurate, it cannot be known, within any degree of legal or factual certainty, where or to whom the money went.

The only year for which there is a specific acknowledgment of a defined amount of underreported income is 2001. It is the only year for which there can be any proper, legal accounting. The nearly \$10 million of 2001 gross receipts was secreted and, presumably, given to someone. It is now impossible, by use of United's tax returns or accounting records, to determine where that money went. This is particularly true because the underlying income was cash and because much of the unreported gross receipts were transmitted in various forms internationally.

The only other arguably, detailed and accurate "accounting" related to this period was contemporaneously done by the U.S. Attorney's Office, which I am informed will be attached to Hamed's *Notice of Claims* for the Court's review. Because there is transaction-by-transaction documentary support for this accounting, it shows that Mr. Yusuf took \$4.5 million more than Hamed out of the partnership that, along with interest, would now be due to Mr. Hamed.

Specifically, the FBI and the U.S. Attorney's Office performed a detailed accounting and analysis of funds covertly removed from the partnership from 1996 to 2001. On January 4, 2005, the Government produced a document showing the amount Fathi Yusuf or his family received in cash or transfers from the Partnership -- and the amount Hamed or his family received. See Document Bates numbered HAMD629722-HAMD630014. The document is accompanied by extensive, line-by-line, date-specific supporting records from offshore banks, wire transfers and other means by which funds were removed. Thus, the FBI was able to specifically trace disbursements of over \$47 million between 1996 and 2001. The document was prepared as part of the criminal case 2003-147 and would normally be used by the prosecution to calculate the amount of tax United failed to pay on behalf of the partnership in its criminal settlement, conviction and allocution in that case. The amount of the disparity on the \$47 million skimmed was \$4,646,276.96 overage to Yusuf. This amount, plus interest should be due to Mr. Hamed. The chart below was

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prepared by Hamed's counsel from that document and shows a summary of the results.

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)

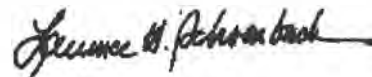
	1996	1997	1998	1999	2000	2001	Total
1996-2001 Additional Income for Fathi Yusuf	\$ 2,939,822.40	\$ 301,230.42	\$ 2,231,582.09	\$ 5,413,214.70	\$ 7,286,897.12	\$ 7,756,376.54	\$ 25,929,123.27
1996-2001 Additional Income for Wally Hamed	\$ 4,868,283.17	\$ 1,696,282.02	\$ 3,009,176.42	\$ 1,981,853.48	\$ 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
							\$ -
							\$ -
Overage Obtained by Fathi Yusuf over Hameds	\$ (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

A copy of my resume and curriculum vitae of professional experience is annexed hereto for your review.

Thank you for your consideration.

Very truly yours,

LAW OFFICES OF
LAWRENCE H. SCHOENBACH, PLLC



By:

Lawrence Schoenbach, Esquire

LHS/sms - No Redactions

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**LAWRENCE H. SCHOENBACH
RESUME AND CURRICULUM VITAE OF
PROFESSIONAL EXPERIENCE**

Employment History

Law Offices of Lawrence H. Schoenbach, PLLC
New York, New York

Private Practice of Law
1983-present

Legal Aid Society
Queens, New York

Public Defender - NYC
1980-1983

Skadden, Arps, Slate, Meagher & Flom
New York, New York

Summer Associate
1979

Kings County District Attorney's Office
Brooklyn, New York

Summer Intern
1978

Private Law Practice – Overview

Since 1983 the Law Offices of Lawrence H. Schoenbach, PLLC and primarily, its principal attorney, Lawrence H. Schoenbach, has had a varied national and international litigation practice concentrating on criminal defense and since 2001, on Corporate Compliance. Mr. Schoenbach is admitted to practice law in New York and the United States Virgin Islands. Although based primarily in New York, the firm has affiliate offices in Paris, Zurich, Puerto Rico and the U.S. Virgin Islands. Mr. Schoenbach is also the New York partner in a Swiss law and business consulting firm.

For more than 25 years, Mr. Schoenbach has worked as an instructor of trial techniques at the National Institute of Trial Advocacy at the Hofstra University School of Law (Hempstead, New York) and the Cardozo School of Law (New York, New York). Mr. Schoenbach has also appeared regularly as a legal commentator on what was formerly known as Court TV.

Mr. Schoenbach has served as outside Compliance Counsel for a number of companies, most recently a national wholesale distributor of tobacco products. He has

drafted corporate Compliance Manuals, and overseen their implementation and personnel training.

Mr. Schoenbach has tried to verdict well in excess of 100 jury trials primarily in U.S. federal court and has represented clients throughout the United States (Houston, Miami, Tampa, Seattle, Las Vegas, Boston, San Juan, St. Thomas, St. Croix, Newark, Washington, D.C., and Palm Beach) as well as around the world (Hong Kong, Saudi Arabia, Italy, France, Switzerland, Canada, Nigeria, and Pakistan). Most of the firm's representation of its clients involved complex federal criminal matters including, but not limited to, securities and tax investigations, money laundering, and racketeering and violations of the Foreign Corrupt Practices Act ("FCPA").

Mr. Schoenbach has argued before various federal and state Courts of Appeal approximately 40 times. A sample of the more notable trials in U.S. District Court in which Mr. Schoenbach was defense counsel includes:

- The "Pizza Connection" (a 22 defendant indictment in New York charging \$1.5 Billion narcotics conspiracy between the Sicilian and American mafia);
- The trial of the "Westies" (alleged to be New York's Irish mafia);
- The 1988 "Air America" civil forfeiture prosecution in Pennsylvania of reputed former agent of the Central Intelligence Agency;
- The 14 month-long trial in New York of the "DeMeo Crew" of the Gambino Crime family;
- The prosecution of "Phyber Optic," at the time the largest and most comprehensive federal case ever charged against a computer "hacker;"
- The Securities & Exchange Commission civil and criminal investigation and prosecution of the "Crazy Eddie" corporation;
- The attempted assassination conspiracy (in New York) of Egyptian President Hosni Mubarak (a part of the case involving the 1993 bombing of the World Trade Center in New York);
- The political corruption/bribery prosecution in St. Thomas of the former Commissioner of Public Works for the U. S. Virgin Islands; representation also of the Governor of the U.S. Virgin Islands;
- The Swiss and American prosecution of the then-largest ever Securities Fraud, Tax, and Money Laundering investigation involving the two countries (concerning the sale of penny stocks and reverse mergers);
- Representation of the co-lead defendant in the criminal trial in Italy against former Italian Prime Minister Giulio Andreotti; and
- Representation of the widow of Dr. Robert Atkins ("The Atkins Diet) in a multi-district, multi-state civil litigation.

Publications

“Doing Business in America in the New Millennium: Criminal Law Meets Corporate Responsibility.” World Watch, September 2002 (a publication of American Express Tax and Business Services. See article reproduced at: www.schoenbachlaw.com)

Education

Hofstra University School of Law
Hempstead, New York
Juris Doctor, 1980

Honors/Awards: Constitutional Law
Law Fellow: Criminal Law, Property

State University of New York at Albany, School of Criminal Justice
Albany, New York
Master of Arts, 1980

Franklin & Marshall College
Lancaster, Pennsylvania
Bachelor of Arts (English & Government), 1975

DECLARATION OF AN ATTORNEY UNDER 28 U.S.C. §1746
JOEL H. HOLT, ESQ.

I, JOEL H. HOLT, declare under penalty of perjury pursuant to 28 U.S.C. Section 1746, as follows:

1. I have personal knowledge of the facts set forth herein.
2. I am an attorney licensed to practice law in the U.S. Virgin Islands.
3. I am lead counsel for Mohammad Hamed (now the Mohammad Hamed Estate) in *Hamed v. Yusuf et al.*, SX-12-CV-370.
4. On January 9, 2015, the Court entered an Order that provided that "Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master."

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

5. To accomplish the Court ordered review of "all partnership accounting information from January 2012 to the present", I undertook a number of actions on behalf of my client:
 - a. Retained a Certified Public Accountant who had experience in such matters generally and more specifically in the USVI.

EXHIBIT
D

- b. Retained a more specialized, stateside Certified Public Accountant who had experience in such matters generally and more specifically in the USVI.
 - c. Requested access for those accountants to the partnership records.
- 6. For more than a year both the CPA's and my office attempted to obtain the accounting records set forth by the Court without success.
- 7. By March of 2016, it was clear that the records either did not exist, or would not be supplied. For some accounts, there were no cancelled checks or even vendor invoices. Therefore, we had a meeting with the CPA's and Special Master Ross at which we asked that:
 - a. We be allowed to obtain the accounting information directly from the vendors and banks to recreate what had happened by subpoena, and
 - b. We be allowed to send a set of questions from the CPA's to the partnerships accountant who was being paid, along with an assistant, on a full time basis.
- 8. On the permission of the Special Master in the above-captioned action, I then:
 - a. caused subpoenas to issue to the Bank of Nova Scotia ("Scotiabank") and Banco Popular of Puerto Rico ("Banco"), and
 - b. caused a total of 81 very specific, well documented questions that the CPA's felt were critical to their ability to review the partnership accounting, to be sent to the Master who provided them to the

partnership accountant. **Exhibit D-1.** Additional questions were added to make the total 130 questions. **Exhibit D-2.** As can be seen from the document, references were made to specific checks or entries in the accounting to help simplify the response thereto.

9. The subjects of the subpoenas were only the banking records related to this action of the partnership, the United Accounts from which partnership payments were being made and reimbursed and Plessen accounts where partnership funds had gone.
10. A true copy of the subpoena to Scotiabank was served on May 31, 2016, and is attached as **Exhibit D-3.**
11. A true copy of the subpoena to Banco was served on May 31, 2016, and is attached as **Exhibit D-4.**
12. After communication with counsel for the Yusufs, Gregory Hodges, both banks represented to me that they would not supply much of the requested material until after Yusuf filed a motion to quash.
13. On June 24, 2016, Yusuf, through Hodges, filed a motion to quash. He did not reveal his communications with the banks seeking to stop production
14. That motion was fully briefed by the parties, and was thereafter denied as moot on August 5, 2016.
15. I received documents from both banks, although the banks have both indicated that they are still have more documents to produce. Indeed, a detailed letter was sent to Banco Popular to assist in finalizing compliance

with the subpoena, a copy of which is attached. See **Exhibit D-5**.

16. However, counsel for the the Bank of Nova Scotia stated that they still refused to provide certain documents related to the United Corporation after Gregory Hodges asked that documents not be produced.
17. I was told by counsel for the Bank of Nova Scotia that it would supply the documents to Hodges, but not to me – and that Hodges/Yusuf would then decide what documents I might get, which I agreed to, subject to my client's right to object to this procedure if nothing is ultimately received by me. See **Exhibit D-6**.
18. I have not received all of these United/BNS documents to date. Moreover, last week Banco Popular delivered over 10 Banker's boxes of documents (See **Exhibit D-7**), which no one has had to time to review because of the work being done to finalize all of the claims that are required to be submitted by September 30, 2016.
19. As to the 130 detailed questions from the Hamed CPA's to the partnership accountant, these were drafted by Hamed's CPA's to avoid a lengthy and protracted process of trying to understand the accounting that was submitted. The responses to these questions are essential to understanding the accounting that was provided, which this Court permitted Hamed to review. However, I have been informed by counsel for the Yusufs that he will not answer them, nor has he done so.

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

Dated: September 30, 2016



Joel H. Holt, Esq.

D-1

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Tuesday, February 16, 2016 8:08 AM
To: edgarrossjudge@hotmail.com
Subject: Fwd: Action Please: List of questions & exhibits for Judge Ross by Tuesday, 2/16/16 deadline

Judge Ross—as you directed, attached are 81 specific questions relating ONLY to the financials Mr. Gaffney has supplied. Each has specific references to items from his accounting. There is one inquiry per page.

I will print this out if you prefer a hard copy, but I would recommend giving him the WORD file by forwarding this email, rather than printing out the 81 pages – as it has not only the questions, but also the references to his accounting and a place for him to fill in a response. Each one only requires a short, direct responses.

I cannot emphasize enough that these are not broad, general inquiries. They were composed by the two CPA's you met, who are familiar with these books (the item numbers relate to the CPAs' records and should not be changed).

Additionally, I also have exhibits that go along with a couple of the questions, which are attached and can also be forwarded. Please let me know if you prefer a hard copy of all of these attachments instead of just forwarding this (or you can do both—forward this and get a hard copy—probably best to see what John wants first).

After we see how this process works, we can decide whether there needs to be a partial lift of the discovery stay, as discussed last Friday. Thanks.

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



Item No. 3002

Description: Plaza Extra (PE) partnership funds were used to pay for the gross receipt taxes (GRT) for the United Shopping Center.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

East Store GL Acct #14500 – SJE23

West Store, 1/30/15, 9584, BANK OF AMERICA - Invoice: 002194 - VIBIR - GROSS TAX, \$4,346.59

Question/Request for Info:

Is there any reason or basis for using PE partnership funds to pay for the operational GRT of non-PE businesses operated by United Corporation?

Regardless of your answer, for **each** month in the years 2012-2015, please provide the following:

- Monthly Form 720VI stamped by the VIBIR
- Monthly "23100 Accrued GRT" calculation schedule used to prepare Form 720VI
- Supporting documentation (credit card receipts or canceled checks) showing payments of GRT for each month

Response:

List of documents provided:

Item No. 3003

Description: A WAPA deposit was established for each store.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

STT – 12/31/14 – XJE31-02 – ADJUST DEPOSITS TO SCH FR WAPA \$25,592
East store – 12/31/14 – ZJE05 – ADJUST DEPOSITS TO SCH FR WAPA \$30,799
West store – 12/31/14 – XJE31-07 – ADJUST DEPOSITS TO SCH FR WAPA \$52,815

Question/Request for Info:

Please provide detail of all deposit transactions (deposits made and refunds of deposits) with WAPA from 2012-2015 for each store. If the WAPA deposit was credited to the account or refunded, please identify where on the general ledger this credit was recorded and details of the credit/refund.

Response:

List of documents provided: N/A

Item No. 3005

Description: From October 2, 2012-present, John Gaffney was hired by the United Corporation as its Controller. (See 1/25/13 transcript from the TRO hearing, p. 65 in *Hamed v Yusuf*, SX-12-CV-370)

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info:

By year, please allocate the percentage of your time you devoted to non-PE activities.

Please provide back-up documentation for the following (10/2/12-present):

- Your salary & benefits by year
- Your bonuses by year
- Your allowances by year

Response:

List of documents provided:

Item No. 3006

Description: PE partnership funds were used to pay Mr. Fathi Yusuf's personal legal fees.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable);

GL Acct #64500

Question/Request for Info: Do you dispute these funds should be recovered by the PE partnership?
Why were the checks written to Mr. Yusuf's attorneys in 2012 not listed on the general ledger?
Why were the checks written to Mr. Yusuf's attorneys in 2013 purged from the general ledger?
Why are the checks written to Mr. Yusuf's attorneys not shown as partnership receivables in the accounting?

Please provide all cancelled checks that were written for legal fees from 2012 to present on PE partnership accounts.

Response:

List of documents provided:

Item No. 3007

Description: There is an imbalance in credit card points between Yusuf Yusuf and Mafi Hamed, NejeH Yusuf and Willie Hamed and Mike Yusuf and Shawn Hamed.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): East, 4/30/13, 29900, V.I.B.I.R - GROSS RECEIPT 3/30/13 PAID W/YUSUF 6073/3791 MIKE C/C 3940 NEJEH C/C5222, \$158,381.20

Question/Request for Info: Are the credit card points reflected in the general ledger and if so, please provide that information. If the credit card points are not reflected on the general ledger, for the years 2012-2015, would you please account for the amounts paid to each of the following individual's credit cards – Fathi Yusuf, Yusuf Yusuf, Mike Yusuf, NejeH Yusuf, Wally Hamed, Willie Hamed, Mafi Hamed and Shawn Hamed.

Please provide the canceled checks showing payment of Fathi Yusuf, Yusuf Yusuf, Mike Yusuf, NejeH Yusuf, Wally Hamed, Willie Hamed, Mafi Hamed and Shawn Hamed credit cards.

Response:

List of documents provided:

Item No. 3008

Description: Need to determine whether United Corporation's franchise taxes and annual fees were paid using PE partnership funds.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info: Is there any reason or basis for using PE partnership funds to pay for United Corporation's franchise taxes and annual franchise fees?

For the years 2012-present, were PE partnership funds used to pay for the United Corporation's franchise taxes and/or annual fees?

Please provide canceled checks reflecting payment of United Corporation's franchise taxes and annual fees.

Response:

List of documents provided:

Item No. 3009/352

Description: Plaza Extra (PE) partnership funds were used to pay for the property insurance premiums for the United Shopping Center.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

STT – GL Account #13100:

6/30/12 – AJE01 – NET MONTHLY ACTIVITY \$55,435;

12/31/12 – NET MONTHLY ACTIVITY \$40,882;

5/21/13 – INTER OCEAN ISURANCE AGENCY - PROPERTY INSURANCE - STT 2013 \$101,045;

12/12/2013 – INTER OCEAN ISURANCE AGENCY - STORE INSURANCE \$77,887;

5/31/14 – PROPERTY INSURANCE RENEWAL FOR 2014-2015 PAID BY EAST \$91,028;

12/24/14 – INTER OCEAN ISURANCE AGENCY \$125,625

9/30/15, JE30-01, CUSTOMARY GRT/INSUR PAID BY PLAZA FOR SHOP CTR, \$119,529.01

Question/Request for Info: Is there any reason or basis for using PE partnership funds to pay the property insurance premiums of non-PE businesses operated by United Corporation?

Regardless of your answer, for the years 2012-2015, please provide the following:

- Support documentation (invoices) for transactions above
- Any other invoice(s) for property insurance not listed above
- Evidence of property insurance form
- Canceled checks showing payment of property insurance

Response:

List of documents provided:

Item No. 3010

Description: Vendor rebates (e.g., West Indies, Frito Lay/Pepsico, BJs, Associated Grocers, Tropical Shipping, Bellows and Hunter Foods)

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable)
GL Acct #58000

Question/Request for Info:

See attached requested vendor rebates previously emailed to you on 1/21/16 by VZ (see last page for the list). Please provide statements or invoices from vendor for items in list.

Response:

List of documents provided:

Item No. 3011

Description: Travel and Entertainment (T&E)

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable)

GL Acct #68200 Travel & Hotels Expense

GL Acct #64900 Meals & Entertainment

Question/Request for Info: For the years 2012-2015, please provide back-up documentation to support each travel and entertainment expense for every item in excess of \$500. Please include the back-up documentation that is required for tax verification of a business expense: airline ticket, hotel, restaurant, gas station, rental car, train, conference or trade show fees, etc. receipts.

Response:

List of documents provided:

Item No. 218

Description: Entry for Tutu Park Ltd for \$30,359.38

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): STT, 6/1/13, 38149, CDJ, TUTU PARK LTD, \$30,359.38

Question/Request for Info: Please describe what this entry references.

Please provide the canceled check, invoice and any other back up documentation that supports this entry.

Response:

List of documents provided:

Item No. 220

Description: Checks to Daytona Beach Market & Deli.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): STT, 5/25/13, 295456, PJ, DAYTONA BEACH MARKET AND DELI, \$15,000/5/27/13, 37866, CDJ, DAYTONA BEACH MARKET AND DELI - Invoice: 295456

STT, 10/18/2013, 2751, PJ, DAYTONA BEACH MARKET AND DELI, \$4,500/10/19/13, 38691, CDJ, DAYTONA BEACH MARKET AND DELI - Invoice: 2751

Question/Request for Info: Please describe what each of these entries references—this is an unfamiliar vendor.

Please provide the canceled checks, invoices and any other back up documentation that support each of these entries.

Response:

List of documents provided:

Item Nos. 221/223

Description: NejeH Yusuf entries.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): STT, 1/1/13, 01012012-CITI CARDS, PJ, NEJEH YUSUF, \$1,451.46/ 1/11/13, 37060, CDJ, NEJEH YUSUF - Invoice: 01012012-CITI CARDS

STT, 4/14/13, 2013-0419, PJ, NEJEH YUSUF, \$7,000/4/15/13, 37637, CDJ, NEJEH YUSUF - Invoice: 2013-0419

STT, 4/24/13, 04-24-2013, PJ, NEJEH YUSUF, \$5,641/STT, 4/15/13, 37637, CDJ, NEJEH YUSUF - Invoice: 2013-0419

STT, 4/24/13, 04-24-2013, PJ, NEJEH YUSUF - GUN SAFE, \$5,641.00

Question/Request for Info: Please describe what each of these entries references—this is an unfamiliar vendor.

Please provide the canceled checks, invoices and any other back up documentation that support each of these entries.

Response:

List of documents provided:

Item Nos. 246, 255, 260, 318

Description: Inventory sold/transferred to Seaside Market & Deli LLC (Seaside); PE resources used to ship inventory for Seaside; and discounted sales to Seaside.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 12/4/2014, 20141204, SJ, SEASIDE MARKET & DELI LLC, \$10,858.32

STT, 12/21/14, 1061, CRJ, SEASIDE MARKET & DELI LLC - Invoice: 20141204

West, 1/12/15, 1127, CRJ, SEASIDE MARKET & DELI LLC – Invoice: 20141229, \$13,359.40

Question/Request for Info: Please describe how inventory sold/transferred was accounted for between PE and Seaside.

Please describe how PE resources used (i.e. shipping containers, personnel, trucks) for Seaside were accounted.

Please describe how pricing for inventory sold/transferred to Seaside was determined.

Please provide the canceled checks, invoices and any other back up documentation for the following:

–Inventory sold/transferred to Seaside from PE West

–Use of PE resources for Seaside

–Pricing of PE inventory sold to Seaside

Response:

List of documents provided:

Item No. 253

Description: NejeH Yusuf used PE resources, such as shipping containers, for his own personal businesses.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info: Please describe how PE resources used for NejeH Yusuf's personal businesses were accounted.

Please provide the canceled checks, invoices and any other back up documentation for the use of PE resources, such as shipping containers, for NejeH Yusuf's personal businesses.

Response:

List of documents provided:

Item No. 265

Description: Hameds paid over \$300,000 out of pocket in criminal attorney's fees on behalf of PE ref: *US Gov. v United, et. al.*, 1:05-cr-15.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info:

Were expenses paid out of pocket by the Hameds on behalf of PE reimbursed or recorded as a payable to the Hameds in the general ledger? If so, please identify where on the general ledger this is recorded.

Please provide the canceled checks, invoices and any other back up documentation validating this item.

Response:

List of documents provided:

Item No. 272

Description: 2014 and 2015 taxes owed for Tutu Park Mall and the corresponding rent adjustments taken by United and Mr. Fathi Yusuf.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 10/6/15, 255, GENJ, TUTU PARK MALL 2014 R/E TAX RENT ADJUST, \$43,069.36/West, 10/6/15, 256, GENJ, UNITED CORP % RENT ADJ RE TUTU PARK MALL PMT, \$46,990.48

West, 12/17/31, 278, GENJ, TUTU PARK MALL (% RENT THRU 10/31/15), \$41,462.28/West, 12/17/31, 279, GENJ, FATHI YUSUF (TUTU MATCH % RENT), \$41,462.28

Question/Request for Info: Please explain why United Corporation claimed a rent adjustment in response to a 2014 tax payment for the PE Tutu Park Mall.

Please explain why United's rent adjustment taken in response to the 2014 tax payment for PE Tutu Park Mall was \$3,921.12 more than the tax payment.

Please explain why PE paid the full amount of 2015 taxes for the PE Tutu Park Mall when PE only owed 50% (\$20,731.14).

Please explain why Mr. Fathi Yusuf received a payment for the amount of the 2015 taxes for the PE Tutu Park Mall.

Please provide the canceled checks, invoices and any other back up documentation for the 2014 & 2015 tax payments to the Tutu Park Mall.

Please provide the canceled checks, invoices and any other back up documentation justifying the 2014 United rent adjustment and the 2015 rent adjustment taken by Mr. Yusuf.

Response:

List of documents provided:

Item No. 281

Description: NejeH Yusuf has a Bank of America credit card in PE STT's name with a balance of \$49,715.05

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info:

Who is responsible for this liability?

Is this liability recorded in the general ledger of PE?

Who makes the payments on this account?

Has the outstanding balance been paid and/or the account canceled? If so, please identify where it is reflected on the general ledger.

Please provide the canceled checks, bank statements, credit card statements, invoices and any other back up documentation validating this item.

Response:

List of documents provided:

Item No. 297

Description: Retirement bonus paid to Mary Gonzales (PE East) in the amount of \$28,899.28.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info: Please identify where Mary Gonzales' bonus payment is reflected on the general ledger.

Please provide the last date worked for Mary Gonzales.

Please provide the following:

- the canceled check for Mary Gonzales' bonus payment
- the last payroll canceled check Mary Gonzales' received
- the 2015 W2 for Mary Gonzales

Response:

List of documents provided:

Item No. 299

Description: Workers' compensation for PE East employees

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info: Were workers' compensation payments for PE East paid in full for 2015?

Please provide canceled checks, invoices and any other back up documentation for all 2015 workers compensation payments made for PE East.

Response:

List of documents provided:

Item No. 310

Description: Health permits for PE East employees

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info: Were the health permits for PE East employees paid in full for 2015?

Please provide the following:

- Health permits for all PE East employees in 2015
- Canceled checks for health permit payments for all PE East employees in 2015
- Invoices and any other back up documentation for health permits for PE East employees in 2015

Response:

List of documents provided:

Item No. 314

Description: Business license for PE East

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info: Was the business license for PE East paid in full for 2015?

Please provide the following:

- Canceled check(s) for the 2015 PE East business license
- Invoices and any other back up documentation for the 2015 PE East business license.

Response:

List of documents provided:

Item No. 331

Description: Car insurance for the car previously owned by PE STT

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info: Was the car insurance for the car previously owned by PE STT paid in full for 2015?

Please provide the following:

- Canceled check(s) for any car insurance for the PE STT car in 2014 and 2015
- Invoices and any other back up documentation for the 2014 and 2015 PE STT car insurance

Response:

List of documents provided:

Item No. 316

Description: Inventory moved from PE West to PE East after the final 2015 inventory was conducted for each store in anticipation of the splitting of the stores.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 1/31/15, SJE05, GENJ, BOOK MTD INVENTORY XFERS TO EAST PER SCHEDULE, \$57,959.92

West, 2/28/15, SJE05, GENJ, BOOK MTD INVENTORY XFERS TO EAST PER SCHEDULE, \$45,819.38

WEST, 3/8/15, SJE05, GENJ, BOOK MTD INVENTORY XFERS TO EAST PER SCHEDULE, \$51,245.11

Question/Request for Info: How was the inventory moved on 2/20/15 from PE West to PE East accounted for on the general ledger?

Explain the general ledger entries listed above for 2015.

Please provide all documents supporting the payment of inventory by PE East to PE West, including, but not limited to:

--Invoices

--Ferrol Trucking invoices for 2015

--Canceled check(s) evidencing payment to PE West for the 2/20/15 inventory

Please provide all documentation supporting the general ledger entries listed above for 2015.

Response:

List of documents provided:

Item No. 319

Description: BJ's wholesale club credit.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

- West, 7/21/15, 15-0701, BJ'S WHOLESAL CLUB - Invoice: 133853DM, \$5,632.57
- West, 15-0701, BJ'S WHOLESAL CLUB - Invoice: 313853, \$5,632.57
- West, 9/30/15, JE30-04, PJ, SCOTIA – MASTERCARD, \$5,632.57
- West, 10/1/15, 15-1001-02, CDJ, SCOTIA - MASTERCARD - Invoice: JE30-04, \$5,632.57
- West, 9/30/15, JE30-04, PJ, SCOTIA - MASTERCARD - CLEAR YUSUF/PSHIP DUE TO/FR ITEM IN TRADE AP, \$5,632.57

Question/Request for Info:

Please explain how credits from BJ's wholesale club work.

Please explain each entry listed above.

Was the \$5,632.57 BJ credit applied back to the PE partnership? If so, please identify where that is reflected on the general ledger.

Please provide the following:

- Bank statements, credit card statements, canceled checks, invoices and any other documentation that supports the general ledger entries listed above.
- Bank statements, credit card statements, canceled checks, invoices and any other documentation that demonstrates the funds were properly credited back to the PE partnership.

Response:

List of documents provided:

Item No. 334

Description: Voided and cancelled Point-of-Sale transactions

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info: How do you account for voided and cancelled Point-of-Sale transactions in the general ledger?

For the years 2012-2015, please provide documentation for all voided and cancelled Point-of-Sale transactions by store employee for each store and the corresponding journal entries, if any.

Response:

List of documents provided:

Item No. 335

Description: Expired/spoiled items included in the final 2015 inventory count for PE West

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info: Please explain why a credit for spoiled inventory items included in the 2015 final inventory was not given to PE West.

Response:

List of documents provided:

Item No. 242/339

Description: Cash withdrawals from the PE STT safe.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

Question/Request for Info: Please explain how the withdrawals identified in exhibits 242-a-- Expenditures by Negeh from large STT safe and 339-a--Cash withdrawals from STT safes are accounted for in the general ledger.

Please provide any back up documentation for withdrawals of this type reflected in the general ledgers for 2012-2015.

Response:

List of documents provided:

Item No. 340

Description: NejeH Yusuf's collection of rents from Triumphant church.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): N/A

Question/Request for Info: How were the amounts collected, as described in exhibit 340-a--Rent collected by NejeH from Triumphant Church, accounted for on the 2014-2015 general ledgers?

Response:

List of documents provided:

Item No. 352

Description: GRT/Insurance paid by PE for the United Shopping Center

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):
East, 9/30/15, JE30-01, GENJ, ADJ CUSTOMARY GRT/INSUR PAID BY PLAZA FOR SHOP CTR,
\$119,529.01

Question/Request for Info: Please explain this entry – what is the basis for the contention that the PE partnership would pay the GRT and insurance for the United Shopping Center?

Please provide the following documentation:

- All documents related to the GRT paid as part of this general ledger entry, including, but not limited to canceled checks, bank and/or credit card statements, stamped VIBIR gross receipt tax forms, all monthly gross receipt amounts for the United Shopping Center covered in this entry
- All documents related to the insurance paid as part of this general ledger entry, including, but not limited to, canceled checks, bank and/or credit card statements, invoices, evidence of insurance forms
- Canceled PE check evidencing payment of the \$119,529.01

Response:

List of documents provided:

Item No. 353

Description: Unexplained payouts to Mr. Fathi Yusuf in 2015.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

STT, 9/30/15, JE30-01, GENJ, CLEAR YUSUF/PSHIP MISC DUE TO/FR ACCOUNTS ON 9/30, \$186,819.33

West, 9/30/15, JE30-03, GENJ, CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS, \$120,167.33

West, 9/30/15, JE03-30, GENJ, CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS, \$900,000

Question/Request for Info: Please describe what the general ledger item listed above is.

Please provide all documents substantiating the general ledger items listed above.

Response:

List of documents provided:

Item No. 355

Description: Withdrawal of \$2,784,706.25 by Mr. Fathi Yusuf from PE partnership funds.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info:

What account was the \$2,784,706.25 booked re the PE 2012 general ledger?

Please provide all documents substantiating this withdrawal by Mr. Yusuf.

Response:

List of documents provided:

Item No. 356

Description: 2012-2013 STT real estate taxes and rent adjustment for PE East.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 12/8/15, 270, GENJ, TUTU PARK PMT FOR 2012/13 R/E TAXES, \$79,009.87

West, 12/8/15, 271, GENJ, PLAZA EAST RENT ADJUST RE TUTU PARK 2012/13 R/E TAX, \$89,442.92

Question/Request for Info:

Please explain why PE East claimed a rent adjustment in response to 2012/2013 real estate tax payments for the PE Tutu Park Mall.

Please explain why PE East's rent adjustment taken in response to the 2012/2013 real estate tax payments for PE Tutu Park Mall was \$10,433.05 more than the tax payments.

Please provide the canceled checks, invoices and any other back up documentation for the 2012 & 2013 tax payments to the Tutu Park Mall.

Please provide the canceled checks, invoices and any other back up documentation justifying the 2012 & 2013 rent adjustment taken by PE East.

Response:

List of documents provided:

Item No. 357

Description: Payment of the Liquidating Partner's personal attorney for work done ostensibly for the PE partnership

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 12/17/15, 281, GENJ, DUDLEY TOPPER (PSHIP LIQUID LEGAL FEES), \$ 57,605.00

Question/Request for Info: Why did the PE partnership reimburse work done by Mr. Fathi Yusuf's personal attorneys?

Please provide the backup documentation for this entry, including: canceled check, invoices, Dudley Topper billing records, etc.

Response:

List of documents provided:

Item No. 358

Description: STT gift certificates purchased during PE partnership, but redeemed after the stores split.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): None

Question/Request for Info: Where is the reimbursement to KAC357, Inc. from the PE partnership for gift certificates identified in exhibit 358-a--Gift certificates from STT Tutu reflected on the 2015 PE partnership general ledger?

Please provide any documents substantiating payment of this claim.

Response:

List of documents provided:

Item No. 359/362

Description: Employee loans

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 7/17/13, 20130717, PJ, ABDELKRIM BOUCENNA - EMPLOYEE LOAN, \$2,000

West, 10/18/13, 20131018-LOAN, PJ Lissette Lima, \$4,000.00/West, 10/18/13, 6645, CDJ, LISSETTE LIMA - Invoice: 20131018-LOAN, \$4,000.00

West, 9/30/15, XJE30-05, GENJ, W/O EMP LOANS DUE TO POOR ACTG & EMP XFERS AFTER SPLIT, \$26,170.57

Question/Request for Info: Why are employee loans reflected as payables and not receivables?

Please explain the \$26,170.57 entry.

Please provide any documents substantiating payment these claims.

Response:

List of documents provided:

Item No. 360

Description: Approximately \$18 million in purged transactions for 2013.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 4/30/13, Accounts Payable-Trade, Total of purged transactions, \$4,287,321.11

Question/Request for Info: Why are all transactions from January 1, 2013-May 30, 2013 purged from the PE West general ledger?

Although fewer in number, why are there purged transactions after May 30, 2013?

Please provide backup documentation, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices for each voided transaction in 2013.

Response:

List of documents provided:

Item No. 361

Description: Unusually large amounts paid to Caribbean Refrigeration & Mech. - \$51,500, \$22,920.20 and \$21,000.00

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

--West, 6/5/13, 20130605, PJ, CARIBBEAN REFRIGERATION & MECH, \$51,500

--West, 8/5/13, 2135-A, PJ, CARIBBEAN REFRIGERATION & MECH, \$22,920.20

--West, 12/27/13, 3012, PJ, CARIBBEAN REFRIGERATION & MECH, \$21,000.00

Question/Request for Info:

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 363

Description: Miadden 2015 General Ledger entry, cumulatively over \$270,000 for 2012-2015

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 3/27/14, 201403241622916WT, CDJ, MIADDEN PLASTRIC, \$49,565.00

Question/Request for Info:

Please explain what these entries are.

Please provide all documentation supporting these entries (Miadden 2012-2015), including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 364

Description: General Ledger entry - 2013

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 3/31/13, SJ31, GENJ, COLLECTION OF SETALLMENT, \$42,969.98

Question/Request for Info:

Please explain what this entry is.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 365

Description: Foreign Taxes Paid – 2012-2014, multiple entries

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 7/1/12, GL Acct #80400 – Foreign Taxes Paid, \$12,532.17

Question/Request for Info:

Please explain what these entries are.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices.

Please provide all PE Merrill Lynch statements for 2012-2015

Response:

List of documents provided:

Item No. 366

Description: POS In-Store Charges for Seaside Market & Deli – multiple entries

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, GL Acct #13000 – POS In-Store Charges, 7/23/14, 0314, CRJ, SEASIDE MARKET & DELI LLC, \$ 11,659.90

Question/Request for Info:

Please explain what these entries are. What does it mean when it says “POS In-Store Charges”?

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, deposit slips, and invoices.

Response:

List of documents provided:

Item No. 367

Description: Change order, cash requisition listed on general ledger for all three PE stores – East, West and STT for 2012-2015

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): East, 12/31/13, SJ31-1, GENJ, AVISOS DEBITOS (CHANGE ORDER), \$7,010

East, 4/30/13, JE30, GENJ, Cash Requisition, \$14,000

West, 2/26/15, SJE26, GENJ CASH REQ., \$5,500

Question/Request for Info:

Please explain what these entries are for 2012-2015. What does it mean when it says “Change Order” and “Cash Requisition”?

Please provide all documentation supporting all of these entries for 2012-2015, including, but not limited to, canceled checks, bank statements, credit card statements, deposit slips, and invoices.

Response:

List of documents provided:

Item No. 368

Description: Ayman K. Al Khaled salary and benefits

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 1/19/13, DD-20205, PRJ, AYMAN K. AL KHALED, \$1,465.04 – multiple entries

Question/Request for Info: Why was Ayman K. Al Khaled paid salary, benefits and bonus out of PE partnership funds when he was working on the case against the Hameds and was a United Corporation employee? (See, Transcript of PI hearing, January 31, 2013, pp. 51-55)

Response:

List of documents provided:

Item No. 369

Description: "Credit card paid" entries – multiple entries for 2012-2015

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

Question/Request for Info:

For the years 2012-2015-

--For each credit card that was paid, but the owner of the card was not identified, please identify the owner.

-- Provide all documentation supporting all of these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices.

Response:

List of documents provided:

Item No. 370

Description: RDC Frozen Account – multiple entries 2012-2014

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): East, 9/10/13, JE-9-17, GENJ, to record RDC Frozen Account, \$350,000.00

Question/Request for Info: Please explain what is meant by “RDC Frozen Account.”

For the years 2012-2014, please provide all documentation supporting all of these RDC Frozen Account entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices.

Response:

List of documents provided:

Item No. 371

Description: Transfers from Scotiabank Telecheck accounts

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

Various

Question/Request for Info:

For 2012 – 2015, please provide backup for transfers and checks from the Telecheck accounts that were not paid to or deposited into to a PE bank account.

Response:

List of documents provided:

Item No. 372/379

Description: Misc. adjustments to employee loans per analysis and restore employee loans

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):
West, 7/31/13, XJE31-2, GENJ, RECORD MISC ADJ'S TO EMP LNS PER ANALYSIS, \$ 48,968.00
West, 2/28/13, JE32-02, GENJ, Restore Emp Loans to GL per Analysis, \$36,975.26
West, 2/28/13, JE32-02, GENJ, Restore Emp Loans to GL per Analysis, \$36,961.40

Question/Request for Info:

Please explain what the record "misc adj's to empl lns per analysis" means. Please explain what analysis was conducted.

Please explain what the records "restore emp loans to GL per analysis" means. Please explain what analysis was conducted.

Please provide all documentation supporting these three entries, including, but not limited to, the analysis, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 373

Description: 2015 General Ledger entries – “return check mutilated”

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 1/12/15, JE12, GENJ, RETURN CK MUTILATED, \$11,000
West, 1/15/15, JE 15, RETURN CHECK MUTILATED, \$7,000
West, 2/19/15, SJE 19, GENJ, RETURN CK MUTILATED, \$15,800
East, 1/15/15, JE15, GENJ, RET MUTILATED CK, \$20,000
East, 2/5/15, JE05, GENJ, RET CK MUTILATED

Question/Request for Info:

--What do these entries mean?

--What is the reference to Cash-Safe under account description for each of these entries mean?

--Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 374

Description: Cash – Transfer Clearing, Banco Proc Error Re Xfer

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 11/25/14, JE24, GENJ, BANCO PROC ERROR RE XFER, \$360,000

Question/Request for Info: Please explain what this entry is in detail.

–Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, deposit slips, transfer slips, and invoices

Response:

List of documents provided:

Item No. 375

Description: US Customs Exp Per Schedule

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 1/31/13, JE32-8, GENJ, RECL 50% OF 2013 US CUSTOMS EXP PER SCHEDULE, \$9,916.18 – 12 entries

Question/Request for Info: Please describe what these entries are.

--Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 376

Description: Merrill Lynch general ledger entries

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 12/31/13, SJE31-6, GENJ, Post Y/E Merrill Lynch Activity, \$1,812,990.41
West, 12/31/13, SJE31-6, GENJ, Post Y/E Merrill Lynch Activity, \$1,611,901.72
West, 12/31/13, SJE31-6, GENJ, Post Y/E Merrill Lynch Activity, \$338,145.63
West, 12/31/13, SJE31-6, GENJ, Post Y/E Merrill Lynch Activity, \$135,084.71
West, 8/17/15, JE17, GENJ, MERRILL LYNCH ACCOUNT CLOSURE, \$336,378.45

Question/Request for Info:

Please explain these entries.

Please provide all documentation supporting these entries, including, but not limited to, investment statements for 2012-2015 for these accounts, canceled checks, bank statements and invoices.

Response:

List of documents provided:

Item No. 377

Description: Daas Corp. loan

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

STT, 3/8/13, SJ8-1, GENJ, DAAS CORP LOAN REPAYMENT, \$327,500.00

STT, 3/8/13, SJ8-2, GENJ, RECLASS DAAS PMT TO INTRACO WEST ACCT, \$327,500.00

West, 3/31/13, JE31-5, GENJ, ADJ DAAS N/R PMT REC'D IN STT FOR WEST, \$327,500.00

Question/Request for Info:

Please explain these entries in detail, including why the payment was moved from STT to West.

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 378

Description: Due from Yusuf \$639,242

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

GL Acct #13500

West store – 12/31/12 NET MONTHLY ACTIVITY \$581,475

West store – 12/31/12 NET MONTHLY ACTIVITY \$111,767

Question/Request for Info:

Please explain what these entries means.

Please provide all documentation supporting this entry, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 380

Description: Reclassification of partnership income in 2013 and 2014

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West store – 12/31/14 – XJE31-10 – RECORD 2013 PROFIT XFER TO NEW PLAZA PSHIP ENTITY
\$5,354,159

West store – 12/31/14 – XJE31-11 – RECORD XFER OF DIV DISTRIB'S BY EAST AND POST
AGAINST WEST PSHIP LIAB \$8,751,671

West store – 12/31/14 – XJE31-14 – RECLASS 2014 PLAZA PSHIP NET INCOME TO PSHIP LIAB
\$7,603,885

Question/Request for Info:

Please explain this general ledger notation.

Why was the partnership income for 2013 and 2014 reclassified?

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 381

Description: Transactions on the general ledger without descriptions.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 1/12/14, 7195, CDJ, no description, \$19,861.00

West, 6/9/14, 8061, CDJ, ~~no~~ description, \$ 6,142.33

Question/Request for Info: For all general ledger entries in 2012-2015 that don't have a description, please provide a description and an explanation of what each item is.

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 382

Description: Check no. 1406 on PE West credit card account – the check is missing

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

Question/Request for Info: Why is check 1406 missing – it appears that it did not clear the general ledger.

Response:

List of documents provided:

Item No. 383

Description: Nominal cash recon adjustment entries on the general ledger for 2012-2014

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): East, 1/1/13, JE01-2, GENJ, Nominal 2012 Cash Recon Adjustment, \$4,151.27

Question/Request for Info: Please provide an explanation of what this and other similar entries mean.

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 384

Description: Accrue 2012 rent as directed by legal listed on the 2013 general ledger

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): East, SJE105B, GENJ, ACCRUE 2012 RENT AS DIRECTED BY LEGAL, \$678,549.00

Question/Request for Info:

Please explain this entry – what does it mean?
Why was the accrual for the 2012 rent done in 2013?
How was the amount determined?

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 385

Description: Law offices of KG Cameron

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

East, 9/16/13, 20297, PJ, LAW OFFICES OF K.G. CAMERON, \$14,995.26

East, 2/21/14, 20306 12/20/2013, LAW OFFICES OF K.G. CAMERON - PMT. ON INVOICE# 20306,
12/20/2013 FOR SERVICES THROUGH 11/30/2013

Question/Request for Info:

Why was counsel for Yusufs in lawsuit against Hameds shown on the general ledger as being paid with PE partnership funds?

Were any PE partnership funds actually used to pay the Law Offices of K.G. Cameron at any time during 2012-2015?

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts, billing records and invoices.

Response:

List of documents provided:

Item No. 386

Description: Temp GL Acct #10300 Deposit Adjustment

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

East, 1/3/13, TR03, GENJ, TEMP 10300 DEPOSIT ADJUSTMENT, \$300,000
East, 1/9/13, TR09, GENJ, TEMP 10300 DEPOSIT ADJUSTMENT, \$150,000
East, 1/11/13, TR11, GENJ, TEMP 10300 DEPOSIT ADJUSTMENT, \$400,000
East, 1/23/13, TR23, GENJ, TEMP 10300 DEPOSIT ADJUSTMENT, \$360,000
East, 1/25/13, TR24, GENJ, TEMP 10300 DEPOSIT ADJUSTMENT, \$200,000
East, 1/31/13, TR31, GENJ, TEMP 10300 DEPOSIT ADJUSTMENT, \$300,000

Question/Request for Info:

Please explain these entries.

Why are these adjustments so large?

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 388

Description: Due to/from Shopping Center \$900,000

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

GL Acct #33000 Dividends distribution

GL Acct #14000 Due to Yusuf

GL Acct #14500 Due to Shopping center

West Store -12/31/14 - XJE31-13 RECORD XFER OF 62% OF BYORDER INVEST FR SHOPPING CTR TO PLAZA \$543,210

West Store - 12/31/14 - XJE31-12 BYORDER 2014 DISTRIB'S TO M HAMED BY SHOP CTR AND MATCH LIAB FR PLAZA TO F YUSUF \$282,720

Question/Request for Info:

Response:

List of documents provided:

Item No. 390

Description: Alamnai Co. 2014 general ledger entries

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 3/17/14, NYAA9878, PJ, ALAMNAI CO, \$37,629.00

West, 3/17/14, 7661, CDJ, ALAMNAI CO - Invoice: NYAA9878, \$37,629.00

Question/Request for Info:

Please explain these entries.

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 391

Description: Adjust Due To/From Accounts per Schedule 2013 & 2015 general ledger entries

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 2/28/13, JE32-03, GENJ, Adjust Due To/From Accounts per Schedule, \$33,476.14

West, 9/30/15, JE30-05, GENJ, Clear MISC HAMED/PSHIP DUE TO/FR ACCOUNTS, \$183,381.91

West, 3/31/15, JE30-05, GENJ, CLEAR MISC HAMED/PSHIP DUE TO/FR ACCOUNTS, \$24,700.00

Question/Request for Info: Please explain what entries are.

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 392

Description: Carol's Newspaper Distribution

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): Multiple 2015 entries on the general ledger

Question/Request for Info:

Why was Carol's Newspaper distribution being paid when the business is suspected of stealing from the PE partnership?

Response:

List of documents provided:

Item No. 393

Description: Cash Reques 2015 general ledger entry

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West. 3/9/15, SJE09, GENJ, CASH REQUES, \$1,000

West, 2/26/15, SJE26, GENJ, CASH REQ., \$5,500.00

Question/Request for Info:

Please explain what these entries are.

Please provide all documentation supporting these entries, including, but not limited to canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 394

Description: 2015 General Ledger entry

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): East, 3/30/15, 100745, CDJ, AT&T MOBILITY - Invoice: 287004749208X0321201, \$387.34

Question/Request for Info:

Please explain what this entry is.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 395

Description: 2015 General Ledger entry – cash on hand

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 3/31/15, XJE31-01, GENJ, HAMED DISTRIB FOR CASH ON HAND, \$10,000.00

West, 3/31/15, XJE31-01, GENJ, HAMED DISTRIB FOR CASH ON HAND, \$11,450.00

Question/Request for Info: Please explain these entries—what are they? What does they cover?

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 396

Description: JKC Communication 2015 general ledger entries

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 1/13/15, 9455, CDJ, JKC COMMUNICATION, \$13,500.00

West, 1/14/15, 9458 CDJ, JKC COMMUNICATION, \$13,500.00

Question/Request for Info:

Please explain what these entries are – what did these cover?

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 397

Description: House of Printing 2015 general ledger entry

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 1/13/15, 9458, CDJ, House of Printing, \$860.00

Question/Request for Info:

Please explain what this entry covers.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 398

Description: Foampack 2015 general ledger entry

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 2/27/15, 9813, CDJ, FOAMPACK, \$1,257.05

Question/Request for Info:

Please explain what this entry covers.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 399

Description: Scotia Account Closures on 2015 general ledger

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 7/9/15, JE09, GENJ, ALL SCOTIA ACCOUNTS CLOSURES (ADJ West 2918), \$28,029.86

West, 7/9/15, JE09, GENJ, ALL SCOTIA ACCOUNTS CLOSURES, \$587,142.31

Question/Request for Info:

Please explain what these entries cover.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 400

Description: Fathi Yusuf Matching Draw on 2015 general ledger

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 7/10/15, 209, GENJ, FATHI YUSUF MATCHING DRAW, \$644,301.32

Question/Request for Info:

Please explain what this entry covers—what items does the \$644,301.32 cover?

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 401

Description: United Corporation 2015 general ledger entries.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West, 263, GENJ, UNITED CORPORATION, \$86,604.00

West, 12/17/15 UNITED CORP (NOV AP AGING TOTAL), \$37,827.00

Question/Request for Info:

Please explain what these entries cover

--what items does the \$86,604.00 cover?

--what is the \$37,827 for?

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 402

Description: Mr. Fathi Yusuf refund of overpayment on 2015 general ledger

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):
West, 7/14/15, JE14, GENJ, YUSUF REFUND OF OVERPMT, \$77,335.62

Question/Request for Info:

Please explain what this entry covers—what items does the \$77,335.62 cover?

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 403

Description: By Order entry on 2015 general ledger

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable): West, 9/30/15, JE31, GENJ, ADJ BYORDER 2015 FULL SETTLE BY SHOP CRT AS DIV, \$260,490.72

Question/Request for Info:

Please explain what this entry is.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No.404

Description: PAYMENT UNITED CORPORATION

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):
East Store GL Acct #28600 11/5/2015 CRA CK 263 PAYMENT UNITED CORPORATION \$89,604
East Store GL Acct #28600 12/17/2015 – UNITED CORP (NOV AP AGING TOTAL) \$30,827

Question/Request for Info:

Please explain why these payments were made?

Please provide all documentation supporting this entry, including, but not limited to, canceled checks and invoices

Response:

List of documents provided:

Item No.405

Description: Misc. adjustments

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West store – GL Acct #25800 – 9/30/2015 – JE30-05 – CLEAR MISC HAMED/PSHIP DUE TO/FR ACCOUNTS \$39,788.4

West store – GL Acct #33000 – 3/31/2015 – XJE31-02 – HAMED DISTRIB FOR TRADE AR \$11,272.96

Question/Request for Info:

Please explain what these entries cover.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, and invoices

Response:

List of documents provided:

Item No. 406

Description: There were several transactions recorded from the Cash – Safe to Hamed

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):
West store – 3/31/2015 – XJE31-01/Hamed Distribution for Cash on Hand/ \$10,000 and \$11,500.

Question/Request for Info:
Please explain and provide support for this entry in order for us to confirm its validity.

Response:

List of documents provided:

Item No. 407

Description: There several accounts payable recognized to United Corporation which aggregate to approximately to \$215,734.61 from the period from 4/29/15 to 7/31/15.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West/ 4/29/15 -7/31/15/ 2015-0429-01;2015-0429-02;2015-0429-03;2015-0514-01;2015-0525-01;2015-0527-01;2015-0527-02;2015-0527-03;2015-0624-01;20150624-02;2015-0624-03;2015-0625-01;2015-0701-01;2015-0701-02;2015-0701-03;2015-0701-04;2015-0701-05;2015-0701-06;2015-0724-01;2015-0731-01;2015-0731-02;2015-0731-03 / Accounts Payable/ United Corporation

Question/Request for Info:

Please explain and provide support for this entry in order for us to confirm its validity.

Response:

List of documents provided:

Item No. 408

Description: There was an entry for \$176,353.61 with vague or general description which we would need support for and/or explanation.

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

WEST / 9/30/2015 / JE30-02 / GENJ / Cash – Bank Telch 9/30

Question/Request for Info:

Please explain and provide support for this entry in order for us to confirm its validity.

Response:

List of documents provided:

Item No. 409

Description: There were several adjusting entries reducing the bank accounts

General Ledger-Store, Date, Entry No. & Description [as an example] (if applicable):

West store – 9/30/2015/JE09/Cash Bank CC/ Close East Banco 3307 Into West Banco 9091 CRA
\$186,820.63

West store – 1/5/2015/ Cash – Bank Op'g 8830/Plaza Extra (St. Thomas) \$140,823.53.

West store – 7/09/2015/JE09 GENJ/ Close Banco 6269 into Banco 9091\$509,910.07

Question/Request for Info:

Support and documentation would be necessary in order to determine that cash was actually transferred to the proper cash account and that the transaction was authorized by all parties and valid.

Response:

List of documents provided:

Please provide the following previously requested documents:

Missing monthly bank statements

Store	Bank	Acct #	Acct Type	GL	Months Missing
2012					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2012
West	Banco Popular	[REDACTED]	Operating	10300	Jan - Nov 2012
East	Banco Popular	[REDACTED]	Operating	10300	Jan - Nov 2012
St.Thomas	Banco Popular	[REDACTED]	Credit Card	10400	Jan - Nov 2012
West	Banco Popular	[REDACTED]	Credit Card	10400	Jan - Nov 2012
East	Banco Popular	[REDACTED]	Credit Card	10400	Jan - Nov 2012
West	Scotiabank	[REDACTED]	Telecheck	10500	Jan - Dec 2012
East	Scotiabank	[REDACTED]	Telecheck	10500	Jan - Dec 2012
St.Thomas	Scotiabank	[REDACTED]	Telecheck	10500	Jan - Dec 2012
2013					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2013
West	Scotiabank	[REDACTED]	Telecheck	10500	Jan - Apr 2013, July - Dec 2013
East	Scotiabank	[REDACTED]	Telecheck	10500	July - Dec 2013
St.Thomas	Scotiabank	[REDACTED]	Telecheck	10500	Jan - Dec 2013
2014					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2014
East	Scotiabank	[REDACTED]	Telecheck	10500	Feb 2014
2015					
St.Thomas	Scotiabank	N/A	[REDACTED]	10300	Jan - Dec 2015
West	Banco Popular	[REDACTED]	[REDACTED]	10300	Aug - Dec 2015
East	Banco Popular	[REDACTED]	[REDACTED]	10300	Aug - Dec 2015
St.Thomas	Banco Popular	[REDACTED]	[REDACTED]	10400	Aug - Dec 2015
West	Banco Popular	[REDACTED]	Credit Card	10400	Sept - Dec 2015
East	Banco Popular	[REDACTED]	Credit Card	10400	Aug - Dec 2015
West	Scotiabank	[REDACTED]	Telecheck	10500	Aug - Dec 2015
East	Scotiabank	[REDACTED]	Telecheck	10500	April 2015, July - Dec 2015
St.Thomas	Scotiabank	[REDACTED]	Telecheck	10500	Jan - Mar 2015, May 2015, Aug - Dec 2015

The following bank statements were missing the attached copies of cancelled checks:

Store	Bank	Acct #	Acct Type	GL	Months Missing
2012					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2012
West	Banco Popular	██████████	Operating	10300	Jan - Nov 2012
East	Banco Popular	1 ██████████	Operating	10300	Jan - Nov 2012
Store	Bank	Acct #	Acct Type	GL	Months Missing
2013					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2013
West	Banco Popular	██████████	Operating	10300	Aug - Dec 2013
East	Banco Popular	1 ██████████	Operating	10300	Aug - Dec 2013
2014					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2014
West	Banco Popular	1 ██████████	Operating	10300	Jan - Dec 2014
East	Banco Popular	██████████	Operating	10300	Jan - Dec 2014
2015					
St.Thomas	Scotiabank	N/A	Operating	10300	Jan - Dec 2015
West	Banco Popular	1 ██████████	Operating	10300	Jan - Dec 2015
East	Banco Popular	██████████	Operating	10300	Jan - Dec 2015

Requested vendor rebates

Date	Store	Vendor	GL	Amount
3/13/2013	West	Tropical Shipping	58000	\$ 163,172.88
10/27/2015	West	Tropical Shipping	58000	293,614.74
4/6/2015	West	Associated Grocers	58000	35,238.65
4/6/2015	West	Associated Grocers	58000	35,238.65
12/29/2014	West	Associated Grocers	58000	35,238.65
7/8/2014	West	Food Warehouse	58000	30,663.76
3/6/2013	St.Thomas	Tropical Shipping	58000	153,803.70
3/27/2014	St.Thomas	Tropical Shipping	58000	166,553.64
3/31/2013	East	Tropical Shipping	58000	163,172.88
3/20/2013	East	Associated Grocers	58000	35,319.51
3/7/2013	West	DAILY POS ENTRY	58000	79,982.38
2/2/2014	West	DAILY POS ENTRY	58000	34,456.56
4/7/2014	West	DAILY POS ENTRY	58000	36,368.16
4/15/2014	West	DAILY POS ENTRY	58000	329,423.79
7/10/2014	East	DAILY POS ENTRY	58000	22,754.00
10/23/2014	East	DAILY POS ENTRY	58000	18,000.00
5/9/2013	St.Thomas	DAILY POS ENTRY	58000	26,902.00

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Item No. 359/362

Description: Employee Loans

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
60700	Bad Debts Expense	9/30/15	XJE30-05	GENJ	W/O EMP LNS DUE TO FAULTY ACTG COMPLICATED BY EMP XFERS AFTER SPLIT	6,950.49		East
13400	Due from Employees - Loans	9/30/15	XJE30-05	GENJ	W/O EMP LNS DUE TO FAULTY ACTG COMPLICATED BY EMP XFERS AFTER SPLIT		6,950.49	East

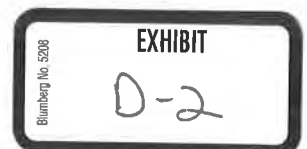
Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices

Response:

List of documents provided:



Item No. 376

Description: Merrill Lynch general ledger entries

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	2/11/15	314974	PJ	MERRILL LYNCH		27,438.12	STT
29900	Suspense	2/11/15	314974	PJ	MERRILL LYNCH - PAID BJ'S WHOLESALE CLUB	27,438.12		STT
10300	Cash - Bank Op'g 2010	2/16/15	41263	CDJ	MERRILL LYNCH		27,438.12	STT
20000	Accounts Payable - Trade	2/16/15	41263	CDJ	MERRILL LYNCH - Invoice: 314974	27,438.12		STT

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 410

Description: 50/50 distribution for cash on hand for STR auction and 50/50 distribution for land

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10000	Cash - Petty	4/30/15	XJE30-01	GENJ	50/50 DISTRIB FOR CASH ON HAND DUE TO STR AUCTION		10,000.00	STT
10100	Cash - Registers	4/30/15	XJE30-01	GENJ	50/50 DISTRIB FOR CASH ON HAND DUE TO STR AUCTION		5,000.00	STT
10200	Cash - Safe	4/30/15	XJE30-01	GENJ	50/50 DISTRIB FOR CASH ON HAND DUE TO STR AUCTION		35,000.00	STT
33000	Dividend Distributions	4/30/15	XJE30-01	GENJ	50/50 DISTRIB FOR CASH ON HAND DUE TO STR AUCTION	25,000.00		STT
33000	Dividend Distributions	4/30/15	XJE30-07	GENJ	50/50 DISTRIB OF LAND DUE TO O/S AGRMT / DISPUTED	165,000.00		STT
17000	Land	4/30/15	XJE30-07	GENJ	50/50 DISTRIB OF LAND DUE TO O/S AGRMT / DISPUTED		330,000.00	STT

Question/Request for Info:

- Please explain what the entry "50/50 DISTRIB FOR CASH ON HAND DUE TO STR AUCTION" means.
- Please explain what the entry "50/50 DISTRIB OF LAND DUE TO O/S AGRMT / DISPUTED" means.
- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts, and invoices.

Response:

List of documents provided:

Item No. 411

Description: Accrued accounting fees to complete 2015 year-end taxes

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
60000	Accounting Fees	9/30/15	XJE30-10	GENJ	ACCRUE EST'D ACTG FEES TO COMPLETE 2015 Y/E TAX	5,438.33		East
23000	Accrued Expenses	9/30/15	XJE30-10	GENJ	ACCRUE EST'D ACTG FEES TO COMPLETE 2015 Y/E TAX		5,438.33	East
60000	Accounting Fees	9/30/15	XJE30-10	GENJ	ACCRUE EST'D ACTG FEES TO COMPLETE 2015 Y/E TAX PER JUDGE ROSS	5,438.33		STT
23000	Accrued Expenses	9/30/15	XJE30-10	GENJ	ACCRUE EST'D ACTG FEES TO COMPLETE 2015 Y/E TAX PER JUDGE ROSS		5,438.33	STT
60000	Accounting Fees	9/30/15	XJE30-10	GENJ	ACCRUE EST'D ACTG FEES TO COMPLETE Y/E TAX FILINGS PER JUDGE ROSS	5,438.34		West
23000	Accrued Expenses	9/30/15	XJE30-10	GENJ	ACCRUE EST'D ACTG FEES TO COMPLETE Y/E TAX FILINGS PER JUDGE ROSS		5,438.34	West

Question/Request for Info:

- Please explain what these entries mean.
- Please identify the accounting firm who will or has billed for the 2015 partnership taxes.

Please provide the 2015 year-end partnership taxes stamped by the VIRB.
 Please provide all accounting invoices, if received, supporting these entries.
 Please provide all documents supporting these entries.

Response:

List of documents provided:

Item No. 412

Description: Accounting error for Tropical Shipping invoices

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
28600	Pship Claims Reserve Clearing	9/30/15	JE30-02	GENJ	ACTG ERROR RE TROP SHIPG DISPUTED INVOICES PAID FOR KAC357 BY PSHIP		10,242.00	STT
29900	Suspense	9/30/15	JE30-02	GENJ	ACTG ERROR RE TROP SHIPG DISPUTED INVOICES PAID FOR KAC357 BY PSHIP	10,242.00		STT
51000	COS - Freight Expense	9/30/15	JE30-02	GENJ	CORRECT TROP SHIPG INV'S CHARGED TO PSHIP THAT BELONG TO KAC357		10,242.00	STT
29900	Suspense	9/30/15	JE30-02	GENJ	CORRECT TROP SHIPG INV'S CHARGED TO PSHIP THAT BELONG TO KAC357	10,242.00		STT

Question/Request for Info:

- Please explain the accounting error in the entry above.
- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documents that support this entry, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts, and invoices.

Response:

List of documents provided:

Item No. 413

Description: ByOrder adjustment for 2015

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
33000	Dividend Distributions Due from (to) Shopping	3/31/15	JE31	GENJ	ADJ BYORDER 2015 FULL SETTLE BY SHOP CTR AS DIV	130,245.36		West
14500	Ctr	3/31/15	JE31	GENJ	ADJ BYORDER 2015 FULL SETTLE BY SHOP CTR AS DIV		260,490.72	West

Question/Request for Info:

- Please explain what these entries mean.
- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 414

Description: Adjust cash on hand to count on 3/11/15

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10200	Cash - Safe	3/31/15	JE31	GENJ	ADJUST CASH ON HAND TO COUNT ON 3/11/15	24,934.18		East
	Other							
80000	Income (Expense)	3/31/15	JE31	GENJ	ADJUST CASH ON HAND TO COUNT ON 3/11/15		24,934.18	East

Question/Request for Info:

- Please explain what the entry "ADJUST CASH ON HAND TO COUNT ON 3/11/15" means.
- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 415

Description: Clearing Banco irregularities

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10900	Cash - Transfer	6/30/15	JE30	GENJ	CLEAR ALL BANCO IRREGULARITIES DUE TO TIME CONSTRAINTS		8,481.58	West
80000	Other Income (Expense)	6/30/15	JE30	GENJ	CLEAR ALL BANCO IRREGULARITIES DUE TO TIME CONSTRAINTS	8,481.58		West

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks and bank statements.

Response:

List of documents provided:

Item No. 416

Description: Balance sheet balances closed for insurance items to expedite close

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
21700	AFLAC W/H & Payable	6/30/15	JE30	GENJ	CLEAR BAL SHEET PR INSUR ITEMS TO EXPEDITE CLOSE		2,399.51	East
21800	CIGNA W/H & Payable	6/30/15	JE30	GENJ	CLEAR BAL SHEET PR INSUR ITEMS TO EXPEDITE CLOSE		49,179.82	East
63000	Insurance - Emp Health	6/30/15	JE30	GENJ	CLEAR BAL SHEET PR INSUR ITEMS TO EXPEDITE CLOSE	51,569.11		East

Question/Request for Info:

- For each entry, please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 417

Description: Accounting entries to "clear misc Yusuf/Pship Due to/fr accounts"

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10400	Cash - Bank CC 3307	9/30/15	JE30-02	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS ON 9/30		176,353.61	East
28600	Pship Claims Reserve Clearing	9/30/15	JE30-02	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS ON 9/30	176,353.61		East
28600	Pship Claims Reserve Clearing	9/30/15	JE30-03	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS	197,061.33		West
28600	Pship Claims Reserve Clearing	9/30/15	JE30-03	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS	343,314.01		West
29900	Suspense Deposit Error	9/30/15	JE30-03	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS	239,457.33		West
25800	Suspense	9/30/15	JE30-04	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS ON 9/30	193,649.63		East
28600	Pship Claims Reserve Clearing	9/30/15	JE30-04	GENJ	CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS ON 9/30		193,649.63	East

Question/Request for Info:

- For each entry, please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 418

Description: United reimbursement to Hamed of 7/13 overpayment.

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
33000	Dividend Distributions	7/14/15	JE14	GENJ	UNITED CK 1815 TO M HAMED TO REIMB 7/13 OVERPMT		38,667.81	West

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 419

Description: Combined services inv dtd 2/24/15 paid on behalf of East

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10600	Cash - Bank Claims 9091	4/2/15	101	GENJ	COMBINED SERVICES INV DTD 2/24/15 PAID ON BEHALF OF EAST DUE TO MAFI REFUSAL		4,010.00	West
10600	Cash - Bank Claims 9091	4/2/15	102	GENJ	MARCO STX INV DTD 2/24/15 PAID ON BEHALF OF EAST DUE TO MAFI REFUSAL		925.00	West
28600	Pship Claims Reserve Clearing	4/2/15	102	GENJ	MARCO STX INV DTD 2/24/15 PAID ON BEHALF OF EAST DUE TO MAFI REFUSAL	925.00		West

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amounts.
- Please explain what these entries mean.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 420

Description: CRA check 215 to reimburse KAC357 for STT deposit errors

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
25800	Deposit Error Suspense	7/14/15	215	GENJ	CRA CK 215 REIMB TO KAC357 FOR STT DEP ERR'S	181,355.40		STT
28600	Pship Claims Reserve Clearing	7/14/15	215	GENJ	CRA CK 215 REIMB TO KAC357 FOR STT DEP ERR'S		181,355.40	STT

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 421

Description: Daily (United C. CK)

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
80000	Other Income (Expense)	2/25/15	SJ25	GENJ	DAILY (UNITED C. CK)		9,592.44	East

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.
- Please describe what this entry means.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 422

Description: Excess cash over \$50k per court order

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10300	Cash - Bank Op'g 8830	3/18/15	JE18	GENJ	EXCESS CASH OVER \$50K PER COURT ORDER	44,399.63		East
10200	Cash - Safe	3/18/15	JE18	GENJ	EXCESS CASH OVER \$50K PER COURT ORDER		44,399.63	East

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.
- Please describe what this entry means.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 423

Description: Prepayment of insurance

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
63200	Insurance - Gen Liability	9/30/15	XJE30-04	GENJ	EXP PREPAID INSUR & TREAT ANY REFUND AS PSHIP INC	15,990.39		East
63200	Insurance - Gen Liability	9/30/15	XJE30-04	GENJ	EXPENSE PREPAID INSUR & TREAT ANY REFUND AS PSHIP INCOME	15,990.40		West
63200	Insurance - Gen Liability	9/30/15	XJE30-04	GENJ	EXPENSE PREPAID INSUR & TREAT ANY REFUND AS PSHIP INCOME	73,281.25		STT
63400	Insurance - Property	9/30/15	XJE30-04	GENJ	EXP PREPAID INSUR & TREAT ANY REFUND AS PSHIP INC	15,338.78		East
63400	Insurance - Property	9/30/15	XJE30-04	GENJ	EXPENSE PREPAID INSUR & TREAT ANY REFUND AS PSHIP INCOME	18,629.71		West
13100	Prepaid Insurance	9/30/15	XJE30-04	GENJ	EXP PREPAID INSUR & TREAT ANY REFUND AS PSHIP INC		31,329.17	East
13100	Prepaid Insurance	9/30/15	XJE30-04	GENJ	EXPENSE PREPAID INSUR & TREAT ANY REFUND AS PSHIP INCOME		34,620.11	West
13100	Prepaid Insurance	9/30/15	XJE30-04	GENJ	EXPENSE PREPAID INSUR & TREAT ANY REFUND AS PSHIP INCOME		73,281.25	STT

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.
- Please identify any refunds that were given as a result of the prepayment of the insurance.
- If refunds were given, please show how the refund was distributed between the partners and provide documentation of that distribution.

Please provide all documentation supporting these entries and any refunds, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 424

Description: 2015 General Ledger entry – cash on hand

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10200	Cash - Safe	3/31/15	XJE31-01	GENJ	HAMED DISTRIB FOR CASH ON HAND		28,550.00	West
33000	Dividend Distributions	3/31/15	XJE31-01	GENJ	HAMED DISTRIB FOR CASH ON HAND	50,000.00		West

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 425

Description: 2015 Accounts Payable-Trade to John Gaffney

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/1/15	0001027	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	1/21/15	9499	CDJ	JOHN GAFFNEY - Invoice: 102914-1285-25	5.75		West
20000	Accounts Payable - Trade	1/21/15	102914-1285-25	PJ	JOHN GAFFNEY		5.75	West
20000	Accounts Payable - Trade	1/21/15	9499	CDJ	JOHN GAFFNEY - Invoice: 3155	20.00		West
20000	Accounts Payable - Trade	1/21/15	3155	PJ	JOHN GAFFNEY		20.00	West
20000	Accounts Payable - Trade	1/21/15	9499	CDJ	JOHN GAFFNEY - Invoice: 0001027	1,000.00		West
20000	Accounts Payable - Trade	1/21/15	9499	CDJ	JOHN GAFFNEY - Invoice: 001026A	351.33		West
20000	Accounts Payable - Trade	1/29/15	42846360820-0096	PJ	JOHN GAFFNEY		17.25	West
20000	Accounts Payable - Trade	2/3/15	9594	CDJ	JOHN GAFFNEY - Invoice: 42846360820-0096	17.25		West
20000	Accounts Payable - Trade	2/1/15	001028	PJ	JOHN GAFFNEY		1,150.00	West
20000	Accounts Payable - Trade	2/9/15	9616	CDJ	JOHN GAFFNEY - Invoice: 001028	1,150.00		West
20000	Accounts Payable - Trade	3/1/15	0001029	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	3/2/15	9816	CDJ	JOHN GAFFNEY - Invoice: 0001029	1,000.00		West

Question/Request for Info:

- Please describe the purpose of the routine \$1,000 payments.

Please provide all documentation supporting **each** of these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 426

Description: 2014 Accounts Payable-Trade to John Gaffney

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/1/14	0001015	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	1/2/14	7186	CDJ	JOHN GAFFNEY - Invoice: 0001015	1,000.00		West
20000	Accounts Payable - Trade	2/1/14	0001016	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	2/11/14	7416	CDJ	JOHN GAFFNEY - Invoice: 0001016	1,000.00		West
20000	Accounts Payable - Trade	3/1/14	0001017	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	3/10/14	7552	CDJ	JOHN GAFFNEY - Invoice: 0001017	1,000.00		West
20000	Accounts Payable - Trade	4/1/14	0001018	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	4/2/14	7675	CDJ	JOHN GAFFNEY - Invoice: 0001018	1,000.00		West
20000	Accounts Payable - Trade	5/1/14	0001019	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	5/9/14	7895	CDJ	JOHN GAFFNEY - Invoice: 0001019	1,000.00		West
20000	Accounts Payable - Trade	6/1/14	0001020	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	6/5/14	8032	CDJ	JOHN GAFFNEY - Invoice: 0001020	1,000.00		West
20000	Accounts Payable - Trade	7/1/14	0001021	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	7/8/14	8175	CDJ	JOHN GAFFNEY - Invoice: 0001021	1,000.00		West

20000	Accounts Payable - Trade	8/1/14	8410	CDJ	JOHN GAFFNEY - Invoice: 0001022	1,000.00	West
20000	Accounts Payable - Trade	8/1/14	0001022	PJ	JOHN GAFFNEY	1,000.00	West
20000	Accounts Payable - Trade	9/1/14	0001023	PJ	JOHN GAFFNEY	1,000.00	West
20000	Accounts Payable - Trade	9/2/14	8576	CDJ	JOHN GAFFNEY - Invoice: 0001023	1,000.00	West
20000	Accounts Payable - Trade	10/1/14	0001024	PJ	JOHN GAFFNEY	1,000.00	West
20000	Accounts Payable - Trade	10/6/14	8797	CDJ	JOHN GAFFNEY - Invoice: 0001024	1,000.00	West
20000	Accounts Payable - Trade	11/1/14	0001025	PJ	JOHN GAFFNEY	1,000.00	West
20000	Accounts Payable - Trade	11/3/14	8932	CDJ	JOHN GAFFNEY - Invoice: 0001025	1,000.00	West
20000	Accounts Payable - Trade	12/1/14	0001026	PJ	JOHN GAFFNEY	1,000.00	West
20000	Accounts Payable - Trade	12/9/14	9204	CDJ	JOHN GAFFNEY - Invoice: 0001026	1,000.00	West

Question/Request for Info:

- Please describe the purpose of the routine \$1,000 payments.

Please provide all documentation supporting each of these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 427

Description: 2013 Accounts Payable-Trade to John Gaffney

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	7/1/13	0001009	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	7/19/13	5947	CDJ	JOHN GAFFNEY - Invoice: 0001009	1,000.00		West
20000	Accounts Payable - Trade	8/5/13	6070	CDJ	JOHN GAFFNEY - Invoice: 1010	1,000.00		West
20000	Accounts Payable - Trade	8/5/13	1010	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	8/7/13	2000006216429CM	PJ	JOHN GAFFNEY	1,214.10		West
20000	Accounts Payable - Trade	8/7/13	2000006216429	PJ	JOHN GAFFNEY		1,214.10	West
20000	Accounts Payable - Trade	9/1/13	0001011	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	9/27/13	6495	CDJ	JOHN GAFFNEY - Invoice: 0001011	1,000.00		West
20000	Accounts Payable - Trade	10/1/13	0001012	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	11/1/13	001013	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	11/4/13	6753	CDJ	JOHN GAFFNEY - Invoice: 0001012	1,000.00		West
20000	Accounts Payable - Trade	11/22/13	6949	CDJ	JOHN GAFFNEY - Invoice: 001013	1,000.00		West
20000	Accounts Payable - Trade	12/1/13	0001014	PJ	JOHN GAFFNEY		1,000.00	West
20000	Accounts Payable - Trade	12/4/13	7031	CDJ	JOHN GAFFNEY - Invoice: 0001014	1,000.00		West

Question/Request for Info:

- Please describe the purpose of the routine \$1,000 payments.

Please provide all documentation supporting each of these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 428

Description: 2015 Accounts Payable – Maher Yusuf

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 0803010000037	46.00		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 067793	58.00		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 00009357948	81.29		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: Q2F8334	82.41		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 727709329	152.25		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 097489	232.50		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 011457	400.00		West
20000	Accounts Payable - Trade	1/1/15	2015-0101-06	CDJ	MAHER YUSUF - Invoice: 20130820		1,052.45	West
20000	Accounts Payable - Trade	3/16/15	080914	CDJ	MAHER F YUSUF - Invoice: AG SHOW - GAS	58.50		West
20000	Accounts Payable - Trade	3/16/15	080914	CDJ	MAHER F YUSUF - Invoice: 828	111.87		West
20000	Accounts Payable - Trade	3/16/15	080914	CDJ	MAHER F YUSUF - Invoice: 008210	125.00		West
20000	Accounts Payable - Trade	3/16/15	080914	CDJ	MAHER F YUSUF - Invoice: CVICHE 105	140.00		West
20000	Accounts Payable - Trade	3/16/15	080914	CDJ	MAHER F YUSUF - Invoice: 391375095	378.57		West
20000	Accounts Payable - Trade	3/16/15	080914	CDJ	MAHER F YUSUF - Invoice: TRAVEL - 08/09/14CM		813.94	West

Question/Request for Info:

Please provide all documentation supporting each of these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 429

Description: Mike's Trading Co.

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
50000	COS - Purchases	1/1/15	CM11050	PJ	MIKE'S TRADING CO - CLEAR OLD OPEN ITEM		801.00	West
50000	COS - Purchases	1/1/15	CM11428	PJ	MIKE'S TRADING CO - CLEAR OLD OPEN ITEM		282.00	West
50000	COS - Purchases	1/1/15	CM11395	PJ	MIKE'S TRADING CO - CLEAR OLD OPEN ITEM		1,165.00	West
50000	COS - Purchases	1/1/15	CM11471	PJ	MIKE'S TRADING CO - CLEAR OLD OPEN ITEM		260.00	West

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 430

Description: NejeH Yusuf GRT payments

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10300	Cash - Bank Op'g 8830	2/26/15	100589	CDJ	NEJEH F. YUSUF NEJEH F. YUSUF - Invoice: JAN 2015 GRT RECEIPT - JAN 2015 GRT RECEIPT		2,031.84	East
20000	Accounts Payable - Trade	2/26/15	100589	CDJ	PMT	2,031.84		East
20000	Accounts Payable - Trade	2/26/15	JAN 2015 GRT RECEIPT	PJ	NEJEH F. YUSUF		2,031.84	East
29900	Suspense	2/26/15	JAN 2015 GRT RECEIPT	PJ	NEJEH F. YUSUF - JAN 2015 GRT RECEIPT PMT	2,031.84		East

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 431

Description: Non-cash distribution to Yusuf

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
33000	Dividend Distributions	9/30/15	JE30-01	GENJ	NON-CASH DISTRIB TO YUSUF TO SETTLE MISC DUE TO/FR ACCOUNTS AT 9/30	245,089.90		West
29900	Suspense	9/30/15	JE30-01	GENJ	NON-CASH DISTRIB TO YUSUF TO SETTLE MISC DUE TO/FR ACCOUNTS AT 9/30		245,089.90	West

Question/Request for Info:

- Please describe the detail underlying the transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 432

Description: North Western Selectra Inc. – Clear Old Open Item

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
50000	COS - Purchases	1/1/15	CM1593532	PJ	NORTH WESTERN SELECTA INC - CLEAR OLD OPEN ITEM		4,524.24	West

Question/Request for Info:

- Please describe the detail underlying the transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 433

Description: Offset J Ortiz

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
13300	Due from Cashiers - Shortages	3/8/15	JE08-02	GENJ	OFFSET J ORTIZ PR DEDUCTS TO OTHER RENT	1,250.00		East
66400	Rent Expense - Other	3/8/15	JE08-02	GENJ	OFFSET J ORTIZ PR DEDUCTS TO OTHER RENT		1,250.00	East

Question/Request for Info:

- Please describe the detail underlying the transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 434

Description: St. Thomas Petty Cash

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/1/15	2015-0101-3	CDJ	PETTY CASH - STT - Invoice: 2013-1022-1 - CLEAR OLD UNPAID DISPUTED VOUCHERS	235.00		STT
20000	Accounts Payable - Trade	1/1/15	2015-0101-3	CDJ	PETTY CASH - STT - Invoice: 2013-0909-1 - CLEAR OLD UNPAID DISPUTED VOUCHERS	728.74		STT
20000	Accounts Payable - Trade	1/1/15	2015-0101-3	PJ	PETTY CASH - STT	963.74		STT
20000	Accounts Payable - Trade	1/1/15	2015-0101-3	CDJ	PETTY CASH - STT - Invoice: 2015-0101-3 - CLEAR OLD UNPAID DISPUTED VOUCHERS		963.74	STT
61000	Cash Short (Over)	1/1/15	2015-0101-3	PJ	PETTY CASH - STT - W/O UNPAID DISPUTED VOUCHERS		963.74	STT
20000	Accounts Payable - Trade	1/19/15	41212	CDJ	PETTY CASH - STT - Invoice: 2014-0119-1	1,366.13		STT
10300	Cash - Bank Op'g 2010	1/19/15	41212	CDJ	PETTY CASH - STT		1,366.13	STT
68200	Travel & Hotels Expense	1/19/15	2014-0119-1	PJ	PETTY CASH - STT - PARKING FEE'S	1.00		STT
65500	Office Supplies & Expense	1/19/15	2014-0119-1	PJ	PETTY CASH - STT - OFFICEMAX	228.44		STT
60500	Auto Expenses	1/19/15	2014-0119-1	PJ	PETTY CASH - STT - ADVANCE AUTO PARTS AND CAR REPAIRS	308.92		STT
66700	Repairs & Maintenance Expense	1/19/15	2014-0119-1	PJ	PETTY CASH - STT - HOME DEPOT	407.83		STT
65700	Postage & Overnight Delivery	1/19/15	2014-0119-1	PJ	PETTY CASH - STT - USPS	419.94		STT
20000	Accounts Payable - Trade	1/19/15	2014-0119-1	PJ	PETTY CASH - STT		1,366.13	STT
20000	Accounts Payable - Trade	2/10/15	41300	CDJ	PETTY CASH - STT - Invoice: 2015-0210-1	1,873.94		STT

10300	Cash - Bank Op'g 2010	2/10/15	41300	CDJ	PETTY CASH - STT	1,873.94	STT
68200	Travel & Hotels Expense	2/10/15	2015-0210-1	PJ	PETTY CASH - STT - SEABORNE FLIGHT FOR ACCOUNTANT TO ST CROIX	112.00	STT
66700	Repairs & Maintenance Expense	2/10/15	2015-0210-1	PJ	PETTY CASH - STT - KEYS MADE AND LAUNDRY AND RODRIEGUEZ AUTO	154.25	STT
65700	Postage & Overnight Delivery	2/10/15	2015-0210-1	PJ	PETTY CASH - STT - USPS POSTAGE	186.96	STT
65500	Office Supplies & Expense	2/10/15	2015-0210-1	PJ	PETTY CASH - STT - OFFICE MAX	441.46	STT
68200	Travel & Hotels Expense	2/10/15	2015-0210-1	PJ	PETTY CASH - STT - GAS RECEIPTS	445.97	STT
64900	Meals & Entertainment Expense	2/10/15	2015-0210-1	PJ	PETTY CASH - STT - MEALS	533.30	STT
20000	Accounts Payable - Trade	2/10/15	2015-0210-1	PJ	PETTY CASH - STT	1,873.94	STT
20000	Accounts Payable - Trade	3/10/15	41402	CDJ	PETTY CASH - STT - Invoice: 2015-0315-1	3,652.77	STT
10300	Cash - Bank Op'g 2010	3/10/15	41402	CDJ	PETTY CASH - STT	3,652.77	STT
54000	COS - Supplies	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - SUPPLIES	40.76	STT
60500	Auto Expenses	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - AUTO	136.34	STT
65500	Office Supplies & Expense	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - OFFICEMAX	177.66	STT
68200	Travel & Hotels Expense	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - TRAVEL	267.00	STT
65700	Postage & Overnight Delivery	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - USPS	288.57	STT
68200	Travel & Hotels Expense	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - GAS RECEIPTS	412.94	STT
66700	Repairs & Maintenance Expense	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - REPAIRS	841.00	STT
64900	Meals & Entertainment Expense	3/10/15	2015-0315-1	PJ	PETTY CASH - STT - MEALS	1,488.50	STT
20000	Accounts Payable - Trade	3/10/15	2015-0315-1	PJ	PETTY CASH - STT	3,652.77	STT

20000	Accounts Payable - Trade	4/30/15	41562	CDJ	PETTY CASH - STT - Invoice: 2015-0430-1	2,482.54	STT
10300	Cash - Bank Op'g 2010	4/30/15	41562	CDJ	PETTY CASH - STT	2,482.54	STT
60500	Auto Expenses	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - AUTO CARE	23.02	STT
61200	Computer Supplies & Expense	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - COMPUTER EXPENSES	85.60	STT
68200	Travel & Hotels Expense	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - GAS	287.01	STT
66700	Repairs & Maintenance Expense	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - REPAIR AND MAIN.	306.17	STT
64900	Meals & Entertainment Expense	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - MEALS	385.23	STT
65500	Office Supplies & Expense	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - OFFICE EXPENSES	648.30	STT
65700	Postage & Overnight Delivery	4/30/15	2015-0430-1	PJ	PETTY CASH - STT - USPS AND SEA PLANE	747.21	STT
20000	Accounts Payable - Trade	4/30/15	2015-0430-1	PJ	PETTY CASH - STT	2,482.54	STT

Question/Request for Info:

For each entry, please provide all documentation supporting the entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 435

Description: Plaza Extra St. Thomas Cash for Safe

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10300	Cash - Bank Op'g 2010	4/30/15	41564	CDJ	PLAZA EXTRA PLAZA EXTRA - REPLENISHMENT OF PLAZA EXTRA STHOMAS SAFE FOR BIDDING		21,225.41	STT
10200	Cash - Safe	4/30/15	41564	CDJ	CLOSURE	21,225.41		STT

Question/Request for Info:

- Please describe the detail underlying the transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 436

Description: United Shopping Center paid accounting fees for Plaza Extra

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
60000	Accounting Fees	9/30/15	JE30-01	GENJ	REV ACTG FEES PAID BY SHOP CTR FOR PLAZA		4,500.00	East

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 437

Description: United Shopping Center paid legal fees for Plaza Extra

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
64500	Legal Fees Expense	9/30/15	JE30-01	GENJ	REV LEGAL FEE PAID BY SHOP CTR FOR PLAZA		4,946.31	East

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, attorney billings, receipts and invoices.

Response:

List of documents provided:

Item No. 438

Description: Source accounting

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
60000	Accounting Fees	6/10/15	179	GENJ	SOURCE ACCOUNTING	3,500.00		West
10600	Cash - Bank Claims 9091	6/10/15	179	GENJ	SOURCE ACCOUNTING		3,500.00	West

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.
- Please identify who Source Accounting is and what work they performed for the partnership.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 439

Description: St. Thomas 1.5% CR Reduction paid by West to United

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
21200	FUTA Accrued & Payable	12/31/15	15-1231-01	GENJ	STT 1.5% CR REDUCTION PAID BY WEST TO UNITED	12,346.17		STT
28600	Pship Claims Reserve Clearing	12/31/15	15-1231-01	GENJ	STT 1.5% CR REDUCTION PAID BY WEST TO UNITED		12,346.17	STT

Question/Request for Info:

- Please explain what this entry is.
- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 440

Description: Temporary adjustment for unreimbursed cash expenses during 2014/15

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10200	Cash - Safe	4/30/15	JE30	GENJ	TEMP ADJ FOR UNREIMB'D CASH EXP'S DURING 2014/15		46,725.41	STT
61000	Cash Short (Over)	4/30/15	JE30	GENJ	TEMP ADJ FOR UNREIMB'D CASH EXP'S DURING 2014/15	46,725.41		STT

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 441

Description: Tropical Shipping Rebate check

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10600	Cash - Bank Claims 9091	10/27/15	JE27	GENJ	TROPICAL SHIPPING 2014 REBATE CK 64312	293,614.74		West

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.
- Please show how this amount was distributed between the partners and provide documentation of that distribution.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 442

Description: Accounts Payable – United Corporation

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	3/6/15	2015-0306-01	PJ	UNITED CORPORATION	500.00		East
20000	Accounts Payable - Trade	3/9/15	2015-0309-01	PJ	UNITED CORPORATION		9,558.60	East
20000	Accounts Payable - Trade	3/11/15	2015-0311-01	PJ	UNITED CORPORATION		21.33	East
20000	Accounts Payable - Trade	3/18/15	2015-0318-CM01	PJ	UNITED CORPORATION	1,074.10		East
20000	Accounts Payable - Trade	3/18/15	2015-0318-01	PJ	UNITED CORPORATION		924.18	East
20000	Accounts Payable - Trade	3/24/15	2015-0324-CM01	PJ	UNITED CORPORATION	10,196.62		East
20000	Accounts Payable - Trade	3/25/15	2015-0325-03	PJ	UNITED CORPORATION		1,609.60	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-03	PJ	UNITED CORPORATION		1,609.60	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-04	PJ	UNITED CORPORATION		1,677.86	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-04	PJ	UNITED CORPORATION		1,677.86	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-02	PJ	UNITED CORPORATION		4,390.00	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-02	PJ	UNITED CORPORATION		4,390.00	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-01	PJ	UNITED CORPORATION		11,841.50	East
20000	Accounts Payable - Trade	3/25/15	2015-0325-01	PJ	UNITED CORPORATION		11,841.50	East

20000	Accounts Payable - Trade	3/26/15	2015-0326-01	PJ	UNITED CORPORATION	409.62	East
20000	Accounts Payable - Trade	3/26/15	2015-0326-01	PJ	UNITED CORPORATION	409.62	East
20000	Accounts Payable - Trade	3/30/15	2015-0930-02	PJ	UNITED CORPORATION	13,117.00	East
20000	Accounts Payable - Trade	3/30/15	2015-0930-02	PJ	UNITED CORPORATION	13,117.00	East
20000	Accounts Payable - Trade	3/30/15	2015-0930-01	PJ	UNITED CORPORATION	59,867.02	East
20000	Accounts Payable - Trade	3/30/15	2015-0930-01	PJ	UNITED CORPORATION	59,867.02	East
20000	Accounts Payable - Trade	3/31/15	2015-0331-CM02	PJ	UNITED CORPORATION	13,117.00	East
20000	Accounts Payable - Trade	3/31/15	2015-0331-CM02	PJ	UNITED CORPORATION	13,117.00	East
20000	Accounts Payable - Trade	3/31/15	2015-0331-CM01	PJ	UNITED CORPORATION	59,867.02	East
20000	Accounts Payable - Trade	3/31/15	2015-0331-CM01	PJ	UNITED CORPORATION	59,867.02	East
20000	Accounts Payable - Trade	3/31/15	2015-0331-01	PJ	UNITED CORPORATION	327.00	East
20000	Accounts Payable - Trade	3/31/15	2015-0331-01	PJ	UNITED CORPORATION	327.00	East
20000	Accounts Payable - Trade	4/1/15	2015-0401-02	PJ	UNITED CORPORATION	376.14	East
20000	Accounts Payable - Trade	4/1/15	2015-0401-02	PJ	UNITED CORPORATION	376.14	East
20000	Accounts Payable - Trade	4/1/15	2015-0401-01	PJ	UNITED CORPORATION	28,899.28	East
20000	Accounts Payable - Trade	4/1/15	2015-0401-01	PJ	UNITED CORPORATION	28,899.28	East
20000	Accounts Payable - Trade	4/6/15	2015-0406-CM01	PJ	UNITED CORPORATION	767.06	East
20000	Accounts Payable - Trade	4/6/15	2015-0406-CM01	PJ	UNITED CORPORATION	767.06	East

20000	Accounts Payable - Trade	4/8/15	2015-0408-CM01	PJ	UNITED CORPORATION	1,221.22	East
20000	Accounts Payable - Trade	4/8/15	2015-0408-CM01	PJ	UNITED CORPORATION	1,221.22	East
20000	Accounts Payable - Trade	4/15/15	2015-0415-01	PJ	UNITED CORPORATION	98.03	East
20000	Accounts Payable - Trade	4/29/15	2015-0429-02	PJ	UNITED CORPORATION	4,537.58	East
20000	Accounts Payable - Trade	4/29/15	2015-0429-01	PJ	UNITED CORPORATION	10,933.00	East
20000	Accounts Payable - Trade	4/29/15	2015-0429-03	PJ	UNITED CORPORATION	29,603.75	East
20000	Accounts Payable - Trade	5/8/15	2015-0508-01	PJ	UNITED CORPORATION	59.99	East
20000	Accounts Payable - Trade	5/14/15	2015-0514-01	PJ	UNITED CORPORATION	544.00	East
20000	Accounts Payable - Trade	5/25/15	2015-0525-01	PJ	UNITED CORPORATION	1,750.00	East
20000	Accounts Payable - Trade	5/27/15	2015-0527-01	PJ	UNITED CORPORATION	3,292.50	East
20000	Accounts Payable - Trade	5/27/15	2015-0527-02	PJ	UNITED CORPORATION	8,732.00	East
20000	Accounts Payable - Trade	5/27/15	2015-0527-03	PJ	UNITED CORPORATION	23,683.00	East
20000	Accounts Payable - Trade	6/3/15	2015-0603-01	PJ	UNITED CORPORATION	653.50	East
20000	Accounts Payable - Trade	6/24/15	2015-0624-02	PJ	UNITED CORPORATION	4,390.00	East
20000	Accounts Payable - Trade	6/24/15	2015-0624-01	PJ	UNITED CORPORATION	8,625.50	East
20000	Accounts Payable - Trade	6/24/15	2015-0624-03	PJ	UNITED CORPORATION	22,505.00	East
20000	Accounts Payable - Trade	6/25/15	2015-0625-01	PJ	UNITED CORPORATION	349.00	East
20000	Accounts Payable - Trade	7/1/15	2015-0701-04	PJ	UNITED CORPORATION	270.00	East

20000	Accounts Payable - Trade	7/1/15	2015-0701-02	PJ	UNITED CORPORATION	445.88	East
20000	Accounts Payable - Trade	7/1/15	2015-0701-03	PJ	UNITED CORPORATION	2,255.00	East
20000	Accounts Payable - Trade	7/1/15	2015-0701-05	PJ	UNITED CORPORATION	2,869.32	East
20000	Accounts Payable - Trade	7/1/15	2015-0701-06	PJ	UNITED CORPORATION	8,210.39	East
20000	Accounts Payable - Trade	7/1/15	2015-0701-01	PJ	UNITED CORPORATION	62,082.94	East
20000	Accounts Payable - Trade	7/24/15	2015-0724-01	PJ	UNITED CORPORATION	4,433.25	East
20000	Accounts Payable - Trade	7/31/15	2015-0731-01	PJ	UNITED CORPORATION	5,457.50	East
20000	Accounts Payable - Trade	7/31/15	2015-0731-02	PJ	UNITED CORPORATION	10,765.00	East
20000	Accounts Payable - Trade	7/31/15	2015-0731-03	PJ	UNITED CORPORATION	27,898.75	East
20000	Accounts Payable - Trade	8/20/15	15-0820-01	PJ	UNITED CORPORATION	174.00	East
20000	Accounts Payable - Trade	8/31/15	2015-0831-01	PJ	UNITED CORPORATION	4,366.00	East
20000	Accounts Payable - Trade	8/31/15	2015-0831-02	PJ	UNITED CORPORATION	8,612.00	East
20000	Accounts Payable - Trade	8/31/15	2015-0831-03	PJ	UNITED CORPORATION	22,319.00	East
20000	Accounts Payable - Trade	9/1/15	15-0901-03	PJ	UNITED CORPORATION	707.23	East
20000	Accounts Payable - Trade	9/1/15	15-0901-01	PJ	UNITED CORPORATION	1,922.00	East
20000	Accounts Payable - Trade	9/1/15	15-0901-02	PJ	UNITED CORPORATION	3,518.28	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0311-01	21.33	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0508-01	59.99	East

20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0415-01	98.03	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0701-04	270.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0331-01	327.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0625-01	349.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0401-02	376.14	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0326-01	409.62	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0701-02	445.88	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0514-01	544.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0603-01	653.50	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0318-01	924.18	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0325-03	1,609.60	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0325-04	1,677.86	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0525-01	1,750.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0701-03	2,255.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0701-05	2,869.32	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0527-01	3,292.50	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0831-01	4,366.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0325-02	4,390.00	East

20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0624-02	4,390.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0724-01	4,433.25	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0429-02	4,537.58	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0731-01	5,457.50	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0701-06	8,210.39	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0831-02	8,612.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0624-01	8,625.50	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0527-02	8,732.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0309-01	9,558.60	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0731-02	10,765.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0429-01	10,933.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0325-01	11,841.50	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0930-02	13,117.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0831-03	22,319.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0624-03	22,505.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0527-03	23,683.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0731-03	27,898.75	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0401-01	28,899.28	East

20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0429-03	29,603.75	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0930-01	59,867.02	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0701-01	62,082.94	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	PJ	UNITED CORPORATION	326,017.99	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0306-01	500.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0406-CM01	767.06	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0318-CM01	1,074.10	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0408-CM01	1,221.22	East
20000	Accounts Payable - Trade	9/30/15	15-0930-03	PJ	UNITED CORPORATION	4,366.00	East
20000	Accounts Payable - Trade	9/30/15	15-0930-02	PJ	UNITED CORPORATION	8,612.00	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0324-CM01	10,196.62	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0331-CM02	13,117.00	East
20000	Accounts Payable - Trade	9/30/15	15-0930-01	PJ	UNITED CORPORATION	27,898.72	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: 2015-0331-CM01	59,867.02	East
20000	Accounts Payable - Trade	9/30/15	JE30-03	CDJ	UNITED CORPORATION - Invoice: JE30-03	326,017.99	East
20000	Accounts Payable - Trade	10/1/15	15-1001-02	PJ	UNITED CORPORATION	1,062.00	East
20000	Accounts Payable - Trade	10/1/15	15-1001-03	PJ	UNITED CORPORATION	1,290.00	East
20000	Accounts Payable - Trade	10/1/15	15-1001-01	PJ	UNITED CORPORATION	7,143.77	East

20000	Accounts Payable - Trade	10/28/15	15-1028-03	PJ	UNITED CORPORATION	2,153.00	East
20000	Accounts Payable - Trade	10/28/15	15-1028-02	PJ	UNITED CORPORATION	8,612.00	East
20000	Accounts Payable - Trade	10/28/15	15-1028-01	PJ	UNITED CORPORATION	22,319.00	East
20000	Accounts Payable - Trade	10/31/15	15-1031-01	PJ	UNITED CORPORATION	375.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-0901-03	707.23	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-1001-02	1,062.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-1001-03	1,290.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-0901-01	1,922.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-1028-03	2,153.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-0901-02	3,518.28	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-0930-03	4,366.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-1001-01	7,143.77	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-0930-02	8,612.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-1028-02	8,612.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-1028-01	22,319.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: 15-0930-01	27,898.72	East
20000	Accounts Payable - Trade	11/5/15	CRA263	PJ	UNITED CORPORATION	89,604.00	East
20000	Accounts Payable - Trade	11/5/15	CRA263	CDJ	UNITED CORPORATION - Invoice: CRA263	89,604.00	East

20000	Accounts Payable - Trade	11/30/15	15-1130-02	PJ	UNITED CORPORATION	6,459.00	East
20000	Accounts Payable - Trade	11/30/15	15-1130-01	PJ	UNITED CORPORATION	22,319.00	East
20000	Accounts Payable - Trade	12/17/15	CRA282	PJ	UNITED CORPORATION	30,827.00	East
20000	Accounts Payable - Trade	12/18/15	15-1218-01	PJ	UNITED CORPORATION	54.89	East
20000	Accounts Payable - Trade	12/29/15	15-1229-01	PJ	UNITED CORPORATION	5.75	East
20000	Accounts Payable - Trade	12/31/15	15-1231-03	PJ	UNITED CORPORATION	12,686.15	East
20000	Accounts Payable - Trade	12/31/15	15-1231-01	PJ	UNITED CORPORATION	26,149.07	East
20000	Accounts Payable - Trade	12/31/15	15-1231-02	PJ	UNITED CORPORATION	27,898.75	East

Question/Request for Info:

Please provide all documentation supporting each of these entries, including, but not limited to, canceled checks, bank statements, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 443

Description: Price gun deposits

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
60700	Bad Debts Expense	9/30/15	XJE30-13	GENJ	W/O EMP PRICE GUN DEP'S DUE TO NO OR COMPLICATED ACTG IN OTHER STORES		1,780.00	West
25200	Price Gun Deposits Held	9/30/15	XJE30-13	GENJ	W/O EMP PRICE GUN DEP'S DUE TO NO OR COMPLICATED ACTG IN OTHER STORES	1,780.00		West

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices

Response:

List of documents provided:

Item No. 444

Description: 2013 Q3 VIESA deficiency

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10600	Cash - Bank Claims 9091	10/17/15	258	GENJ	VIESA 2013 Q3 DEFICIENCY PLUS PENALTY & INTEREST		9,166.84	West
10600	Cash - Bank Claims 9091	11/25/15	265	GENJ	VIESA 2013 Q3 DEFICIENCY RE EAST PMT NOT CLEARED		7,314.60	West
10600	Cash - Bank Claims 9091	11/25/15	266	GENJ	VIESA INT/PEN RE Q3 2013 TAX PMT NOT CLR'D		2,071.35	West

Question/Request for Info:

- Please describe the detail underlying this transaction and how you arrived at the amount.
- Please explain why a penalty and interest was assessed against Plaza Extra.

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices

Response:

List of documents provided:

Item No. 445

Description: US Custom payments

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
52200	COS - US Customs Expense	3/26/15	2015-0326-01	PJ	UNITED CORPORATION - WEST US CUSTOMS PAID BY EAST CK 1022	409.62		East
52200	COS - US Customs Expense	4/1/15	2015-0401-02	PJ	UNITED CORPORATION - US CUSTOMS PD BY NEW EAST CK 1069 FOR PSHIP WEST	376.14		East
52000	COS - Excise Tax Expense	9/1/15	15-0901-03	PJ	UNITED CORPORATION - VIBIR EXCISE TAX PAID BY EAST FOR PSHIP	707.23		East
50000	COS - Purchases	9/1/15	15-0901-02	PJ	UNITED CORPORATION - ALIMENTAIRA INVOICE PAID BY EAST FOR PSHIP	3,518.28		East
50000	COS - Purchases	9/1/15	15-0901-01	PJ	UNITED CORPORATION - ASSOC GROCERS INVOICE PAID BY EAST FOR PSHIP	1,922.00		East

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices

Response:

List of documents provided:

Item No. 446

Description: United Corporation paid FUTA

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
21200	FUTA Accrued & Payable	7/1/15	2015-0701- 05	PJ	UNITED CORPORATION - EAST PSHIP FUTA PAID BY UNITED EAST ON 6/25 INCL'D IN TOTAL PMT OF \$3,510.90	2,869.32		East
21200	FUTA Accrued & Payable	12/31/15	15-1231-01	PJ	UNITED CORPORATION - FUTA 1.5% CR REDUCTION EAST PSHIP ALLOCATION	7,177.82		East

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices

Response:

List of documents provided:

Item No. 447

Description: Gift Certificates – United Corporation

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
48000	Revenue - Sales Discounts	7/1/15	2015-0701-03	PJ	UNITED CORPORATION - PSHIP GIFT CERTS REDEEMED AT EAST	2,255.00		East
48000	Revenue - Sales Discounts	10/31/15	15-1031-01	PJ	UNITED CORPORATION - P'SHIP GIFT CERTS REDEEMED BY NEW EAST	375.00		East

Question/Request for Info:

Please provide all documentation supporting these entries, including, but not limited to, gift certificates, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices

Response:

List of documents provided:

Item No. 448

Description: Yusuf distribution for cash on hand

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
10000	Cash - Petty	3/31/15	XJE31-01	GENJ	YUSUF DISTRIB FOR CASH ON HAND		6,800.00	East
10100	Cash - Registers	3/31/15	XJE31-01	GENJ	YUSUF DISTRIB FOR CASH ON HAND		24,310.00	East

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 449

Description: Yusuf Yusuf invoices

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/28/15	100428	CDJ	YUSUF YUSUF - Invoice: INDUSTRIAL V.1/20/14 - INDUSTRIAL VIDEO SUPPLY PMT (INV. DATE 1/20/15)	7,680.00		East
20000	Accounts Payable - Trade	1/19/15	100107	CDJ	YUSUF YUSUF - Invoice: LUXOR GOOD1/16/15 - LUXOR GOODS, INC. PMT (INV. DATE 1/16 &1/17/14)	2,123.00		East

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 450

Description: Hector Torres invoice

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/22/15	20150122	PJ	HECTOR TORRES		2,000.00	West
20000	Accounts Payable - Trade	1/22/15	9501	CDJ	HECTOR TORRES - Invoice: 20150122	2,000.00		West

Question/Request for Info:

Please provide all documentation supporting this entry, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 451

Description: Ramone Reid Felix

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/2/15	01-02-2015	PJ	RAMONE REID - FELIX		84.00	West
50000	COS - Purchases	1/2/15	01-02-2015	PJ	RAMONE REID - FELIX	84.00		West
10300	Cash - Bank Op'g 6269	1/7/15	9404	CDJ	RAMONE REID - FELIX		84.00	West
20000	Accounts Payable - Trade	1/7/15	9404	CDJ	RAMONE REID - FELIX - Invoice: 01-02-2015	84.00		West
10300	Cash - Bank Op'g 8830	2/4/15	100468	CDJ	RAMONE REID FELIX		1,008.00	East
20000	Accounts Payable - Trade	2/4/15	100468	CDJ	RAMONE REID FELIX - Invoice: 1/21/2015	1,008.00		East

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 452

Description: Tasty Alternatives invoice

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	1/26/15	100194	CDJ	TASTY ALTERNATIVES - Invoice: 0014402	15,431.00		East
20000	Accounts Payable - Trade	4/1/15	0014403	PJ	TASTY ALTERNATIVES		15,290.00	STT
20000	Accounts Payable - Trade	5/13/15	CRA113	CDJ	TASTY ALTERNATIVES - Invoice: 0014403	15,290.00		STT

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 453

Description: Scotia invoices for St. Thomas

General Ledger-Store, Date, Entry No. & Description

Acct ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Store
20000	Accounts Payable - Trade	2/20/15	41275	CDJ	SCOTIA - Invoice: 6217-46785-49633	5,287.00		STT
20000	Accounts Payable - Trade	2/17/15	6217-46785-49633	PJ	SCOTIA		5,287.00	STT
20000	Accounts Payable - Trade	2/20/15	41276	CDJ	SCOTIA - Invoice: 6217-46786-49703	6,124.17		STT
20000	Accounts Payable - Trade	2/17/15	6217-46786-49703	PJ	SCOTIA		6,124.17	STT

Question/Request for Info:

- Please describe the detail underlying each transaction and how you arrived at the amount.

Please provide all documentation supporting these entries, including, but not limited to, canceled checks, bank statements, deposit slips, transfer slips, credit card statements, receipts and invoices.

Response:

List of documents provided:

Item No. 454

Description: Lissette Colon's salary, benefits, bonuses and incidental expenses

General Ledger-Store, Date, Entry No. & Description None

Question/Request for Info:

From March 9, 2015 to present, please identify the percentage of Ms. Colon's time devoted to non-Plaza Extra partnership activities.

Please provide back-up documentation (invoices, cancelled checks and any other back up documentation) for the following (3/9/15-present):

- Ms. Colon's salary & benefits
- Ms. Colon's bonuses
- Ms. Colon's allowances
- Ms. Colon's travel, entertainment or incidental expenses, if any

Response:

List of documents provided:

Item No. 455

Description: Myra Senhouse's salary, benefits, bonuses and incidental expenses

General Ledger-Store, Date, Entry No. & Description None

Question/Request for Info:

From March 9, 2015 to present, please identify the percentage of Ms. Senhouse's time devoted to non-Plaza Extra partnership activities.

Please provide back-up documentation (invoices, cancelled checks and any other back up documentation) for the following (3/9/15-present):

- Ms. Senhouse's salary & benefits
- Ms. Senhouse's bonuses
- Ms. Senhouse's allowances
- Ms. Senhouse's travel, entertainment or incidental expenses, if any

Response:

List of documents provided:

Item No. 456

Description: Humphrey Caswell salary, benefits, bonuses and T&E

General Ledger-Store, Date, Entry No. & Description None

Question/Request for Info:

From May 1, 2015 to present, please identify the percentage of Mr. Caswell's time devoted to non-Plaza Extra partnership activities.

Please provide back-up documentation (invoices, cancelled checks and any other back up documentation) for the following (5/1/15-present):

- Mr. Caswell's salary & benefits
- Mr. Caswell's bonuses
- Mr. Caswell's allowances
- Mr. Caswell's travel and entertainment expenditures

Response:

List of documents provided:

D-3

SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMAD HAMED by his
authorized agent WALEED HAMED)
FATHI YUSUF AND UNITED CORPORATION)
v.)
WALEED HAMED, ET AL.)

CASE NO: SK. 2012. CV. 370

ACTION FOR: DAMAGES, INJUNCTIVE RELIEF
DECLARATORY RELIEF

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) SS:

I, FELIPE TORRES, JR., being duly sworn according t law upon my oath depose and state:

1. That I am a citizen of the United States and a resident of St. Croix, Virgin Islands and I am a process ser
duly appointed by the Courts of the Virgin Islands.

2. That I received copies of () summons and complaint, () subpoena, () citation, () lette
() order, () request for admission, () request for production, () other

_____ in the above matter and served the same as follow
RECEIVED: 5.31.16 SERVED: 6.1.16
PERSON SERVED: DERICK MARTIN PLACE SERVED: BNS 4500 ESTATE DIAMON

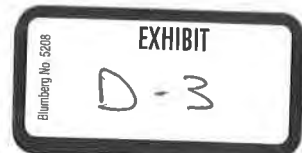
3. That such service was personally made by delivering to and leaving with the person, who was proper
identified to be the person mentioned and described in said process or authorized according to law to receive suc
process true copies of the above-mentioned document(s).

4. That I made diligent search and inquiry in St. Croix for the person to be served but have been unable :
find or learn of the whereabouts of the person and thus have been unable to serve process on the said person
Locations endeavors are: _____

[Signature]
FELIPE TORRES, JR.

SUBSCRIBED AND SWORN to before me
this 1 day of June 2016

[Signature]
Notary Public
Name: JUDITH M. WARD HALL
Notary No: 11AM10632846
Commission Expires: Exp. Officer



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

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

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

Plaintiff/Counterclaim Defendant,
vs.

FATHI YUSUF and **UNITED CORPORATION**,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-cv-370

2016 MAY 31 P 3: 08

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

JURY TRIAL DEMANDED

TO:

THE HONORABLE TAMARA BERMUDEZ

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

Hon. Edgar Ross

Special Master
% edgarrossjudge@hotmail.com

Nizar A. DeWood

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

HAMD632844

Gregory H. Hodges

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

Mark W. Eckard


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

Jeffrey B. C. Moorhead

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

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

Dated: May 31, 2016



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

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

CERTIFICATE OF SERVICE

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

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

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

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

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

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



Issued by the
SUPERIOR COURT OF THE VIRGIN ISLANDS

ST. CROIX DISTRICT OF THE VIRGIN ISLANDS
OFFICE OF THE CLERK
DISTRICT OF ST. CROIX

DIVISION OF

St. Croix

2016 MAY 31 P 3: 08

SUBPOENA IN A CIVIL CASE

Mohammad Hamed,
Plaintiff,

v.

Fathi Yusuf,
Defendant.

Case No: 2012-SX-CV-370

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

SUBPOENA DUCES TECUM

TO: Bank of Nova Scotia operating as ScotiaBank

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

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

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

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

PLACE OF DEPOSITION

DATE AND TIME

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

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

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

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

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

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

PREMISES

DATE AND TIME:

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

ISSUING OFFICER'S SIGNATURE AND TITLE

ESTRELLA H. GEORGE
ACTING CLERK OF THE SUPERIOR COURT:

By:

[Handwritten Signature]

DATE

5/31/16

ISSUING ATTORNEY'S ADDRESS AND TELEPHONE NUMBER:

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

RETURN OF SERVICE

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

[Handwritten Signature]
DERZUC MAZES

Dated: *JUNE 1 2016*

By: *[Handwritten Signature]*

RETURN OF SERVICE

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

Dated: _____

By: _____

RETURN OF SERVICE

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

Dated: _____

By: _____

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

Rule 11. Subpoena

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

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

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

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

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

Exhibit A to Scotiabank Subpoena

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

Those accounts will include, but not be limited to:

- United Corporation dba Plaza Extra - Operating Account ([REDACTED] [REDACTED])
- United Corporation dba Plaza Extra Supermarket- Telecheck Account ([REDACTED] [REDACTED])
- United Corporation dba Plaza Extra Supermarket- Telecheck ([REDACTED] [REDACTED])
- United Corporation dba Plaza Extra Supermarket- Telecheck ([REDACTED] [REDACTED])
- United Corporation dba Plaza Extra ([REDACTED] [REDACTED])
- United Corporation ([REDACTED] [REDACTED])
- United Corporation dba United Corporation -Tenants Account ([REDACTED] [REDACTED])
- Plessen Enterprises Inc ([REDACTED] [REDACTED])

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

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

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

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

D-4

SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMAD HAMED, by his
authorized agent WALEED HAMED

CASE NO: SX 2012 CV 370

FATHI YUSUF AND UNITED CORPORATION

ACTION FOR: DAMAGES, INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

WALEED HAMED, ET AL.

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) SS:

I, FELIPE TORRES, JR., being duly sworn according t law upon my oath depose and state:

1. That I am a citizen of the United States and a resident of St. Croix, Virgin Islands and I am a process ser
duly appointed by the Courts of the Virgin Islands.

2. That I received copies of () summons and complaint, () subpoena, () citation, () lette
() order, () request for admission, () request for production, () other

RECEIVED: 5-31-16 in the above matter and served the same as follow
PERSON SERVED: JOANN CARA SERVED: 6 1 2016
PLACE SERVED: BPPR, ORANGE GROVE

3. That such service was personally made by delivering to and leaving with the person, who was prope
identified to be the person mentioned and described in said process or authorized according to law to receive su
process true copies of the above-mentioned document(s)

4. That I made diligent search and inquiry in St. Croix for the person to be served but have been unable
find or learn of the whereabouts of the person and thus have been unable to serve process on the said person
Locations endeavors are: _____

SUBSCRIBED AND SWORN to before me
this 1 day of June 2016

[Signature]
FELIPE TORRES, JR.

[Signature]
Notary Public
Name: JUSTIN M. WARD-HALL
Notary No: 11416
Commission Expires: 01/01/2018



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

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

MOHAMMAD HAMED, by his
authorized agent WALEED HAMED,

Plaintiff/Counterclaim Defendant,
vs.

FATHI YUSUF and UNITED CORPORATION,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-cv-370

2016 MAY 31 P 3:12

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

JURY TRIAL DEMANDED

TO:

THE HONORABLE TAMARA BERMUDEZ

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

Hon. Edgar Ross

Special Master
% edgarrossjudge@hotmail.com

Nizar A. DeWood

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

HAMD632837

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

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

2016 MAY 31 P 3: 12

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

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

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

Dated: May 31, 2016



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

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

CERTIFICATE OF SERVICE

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

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

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

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

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

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



Issued by the
SUPERIOR COURT OF THE VIRGIN ISLANDS

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

DIVISION OF

St. Croix

2016 MAY 31 P 3:12

SUBPOENA IN A CIVIL CASE

Mohammad Hamed,
Plaintiff,

v.

Fathi Yusuf,
Defendant.

Case No: 2012-SX-CV-370

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

SUBPOENA DUCES TECUM

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

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

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

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

PLACE OF DEPOSITION

DATE AND TIME

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

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

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

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

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

2016 MAY 31 P 3:12

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

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

PREMISES

DATE AND TIME:

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

ISSUING OFFICER'S SIGNATURE AND TITLE

ESTRELLA H. GEORGE
ACTING CLERK OF THE SUPERIOR COURT:

By:

E. Hernandez

DATE

5/31/16

ISSUING ATTORNEY'S ADDRESS AND TELEPHONE NUMBER:

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

RETURN OF SERVICE

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

Dated: JUNE 1, 2016

By: *A. Som Jr*

RETURN OF SERVICE

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

Dated: _____

By: _____

RETURN OF SERVICE

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

Dated: _____

By: _____

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

Rule 11. Subpoena

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

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

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

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

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

Exhibit A to Banco Popular Subpoena

Please produce the following records:

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

Those accounts include, but are not limited, to:

1 [REDACTED]	Credit Card
[REDACTED]	Credit Card
1 [REDACTED]	Credit Card
1 [REDACTED] 3	Credit Card
1 [REDACTED]	Operating
[REDACTED]	Operating

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

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

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

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

D-5

JOEL H. HOLT, ESQ.P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tel. (340) 773-8709
Fax (340) 773-8677
E-mail: holtvi@aol.com

August 31, 2016

Mr. Edwin Diaz
Banco Popular
PO Box 362708
San Juan, Puerto Rico 00936-2708

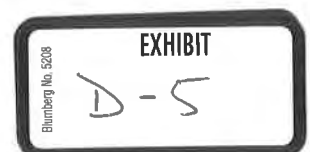
**Re: Status of Subpoena
Hamed v Yusuf, 12-SX-CV-370
Case BPPR 34077-01JUN16**

Dear Mr. Diaz:

Thank you for your most recent document production in response to a subpoena issued on May 31, 2016 to Banco Popular in the *Hamed v Yusuf, 12-SX-CV-370* case on St. Croix.

Below is a summary of the missing items. Additionally, I have attached a chart that shows what has been produced in response to the subpoena and what is still missing by account.

Account	Missing Items
██████████ - UNITED CORPORATION PARTNERSHIP LIQUIDATING EXPENSE ACCOUNT	--Application to open the account --External or internal emails related to the account --Correspondence related to the account --Document(s) reflecting the date the account was opened
██████████ - UNITED CORPORATION PARTNERSHIP CLAIMS RESERVE ACCOUNT	--Application to open the account --External or internal emails related to the account --Correspondence related to the account --Document(s) reflecting the date the account was opened
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	--July 1, 2012-June 30, 2013 checks --External or internal emails --Correspondence related to the account --Forms evidencing the two signature requirement --Forms evidencing the closure of the account --1998-2015 bank statements and deposit slips --Document(s) reflecting the date the account was closed



Account	Missing Items
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	--July 1, 2012-June 30, 2013 checks --External or internal emails --Correspondence related to the account, --Forms evidencing the two signature requirement --Forms evidencing the closure of the account --1998-2015 bank statements and deposit slips --Document(s) reflecting the date the account was closed
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	--July 1, 2012-June 30, 2013 checks --External or internal emails --Correspondence related to the account, --Forms evidencing the two signature requirement --Forms evidencing the closure of the account --1998-2015 bank statements and deposit slips --Document(s) reflecting the date the account was closed
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Plaza Extra West) [account closed]	--January-July 30, 2013 checks --May have missing checks for 2012, unable to tell without bank statements --External or internal emails --Correspondence related to the account --Forms evidencing the two signature requirement --Forms evidencing the closure of the account --1998-2015 bank statements --1998-2011 deposit slips, plus may have missing deposit slips from 2012-2015—unable to tell without bank statements --Document(s) reflecting the date the account was closed
1 [REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Operations Account, STX) [account closed]	--External or internal emails --Correspondence related to the account, --Forms evidencing the closure of the account -- March and October-December 2015 bank statements -- March-December 2015 deposit slips --Document(s) reflecting the date the account was closed
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Credit Card Account)	--External or internal emails --Correspondence related to the account -- March-December 2015 deposit slips
[REDACTED] UNITED CORPORATION DBA PLAZA EXTRA (Telecheck Account)	--External or internal emails --Correspondence related to the account --Bank statements and deposit slips for 1998-February 2015 -- Documents reflecting the date the account was opened
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (STX East Store)	--External or internal emails --Correspondence related to the account --Bank statements and deposit slips for 1998-2015
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Ideal Business Acct, St. Thomas) [account closed]	--July 1, 2002-June 30, 2013 checks --External or internal emails --Correspondence related to the account, --Forms evidencing the closure of the account --Bank statements and deposit slips for 1998-2014, January 2015-June 2015 --Document(s) reflecting the date the account was closed
United Corporation account(s)	--All items are missing
Plessen Enterprises, Inc. account(s)	--All items are missing

Mr. Edwin Diaz
Letter regarding status of subpoena
Page 3 of 3

I would appreciate a time table for when I can expect the remaining documents.
If you have any questions, please do not hesitate to give me a call.

Cordially,

Joel H. Holt

A handwritten signature in black ink, appearing to read "Joel H. Holt". The signature is stylized with a large, sweeping initial "J" and "H".

Banco Popular Document Status Regarding May 31, 2016 Subpoena

Subpoena Item	Item Received	Item Outstanding
<p>1. All bank non-payroll canceled checks or wire transfer receipts (or photocopies or other copies of them in a digital medium that reflect both the front and back sides of the documents) for the period of July 1, 2012 through June 30, 2013 -- for all accounts of Plaza Extra Supermarkets, United Corporation d/b/a Plaza Extra Supermarkets, United Corporation and Plessen Enterprises. For non-check or wire accounts (i.e. credit or other card transactions) supply all representative transaction documents.</p> <p>Those accounts include, but are not limited, to:</p>	<p>See below</p>	<p>See below</p>
<p>██████████ - UNITED CORPORATION PARTNERSHIP LIQUIDATING EXPENSE ACCOUNT</p>	<p>N/A</p>	<p>N/A</p>
<p>1 ██████████ - UNITED CORPORATION PARTNERSHIP CLAIMS RESERVE ACCOUNT</p>	<p>N/A</p>	<p>N/A</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]</p>	<p>None</p>	<p>--July 1, 2012-June 30, 2013 checks</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]</p>	<p>None</p>	<p>--July 1, 2012-June 30, 2013 checks</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]</p>	<p>None</p>	<p>--July 1, 2012-June 30, 2013 checks</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Plaza Extra West) [account closed]</p>	<p>Checks – 2012</p>	<p>--January-July 30, 2013 checks --May have missing checks for 2012, unable to tell without bank statements</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Operations Account, STX) [account closed]</p>	<p>N/A</p>	<p>N/A</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Credit Card Account)</p>	<p>N/A</p>	<p>N/A</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA</p>	<p>N/A</p>	<p>None</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA EXTRA (STX East Store)</p>	<p>Checks – March 2015</p>	<p>None</p>
<p>██████████ - UNITED CORPORATION DBA PLAZA</p>	<p>None</p>	<p>--July 1, 2002-June 30, 2013 checks</p>

Banco Popular Document Status Regarding May 31, 2016 Subpoena

Subpoena Item	Item Received	Item Outstanding
EXTRA [account closed]		
United Accounts	None	--July 1, 2002-June 30, 2013 checks
Plessen Accounts	None	--July 1, 2002-June 30, 2013 checks
2. All documents reflecting the application for, opening, maintenance, signature identification, and modification of all accounts of <u>Plaza Extra Supermarkets</u> -- as well as all external or internal emails, correspondence, notes and any other documents that appear in your business records or computer systems regarding these accounts.	See Below	See Below
██████████ UNITED CORPORATION PARTNERSHIP LIQUIDATING EXPENSE ACCOUNT	Original signature card, addendum to the deposit accounts agreement IDEAL BUSINESS, United's articles of incorporation, business license, certificate of registration, court order, court order 2, United's by-laws, and EIN Number	--Application to open the account --External or internal emails related to the account --Correspondence related to the account
██████████ - UNITED CORPORATION PARTNERSHIP CLAIMS RESERVE ACCOUNT	Original signature card, addendum to the deposit accounts agreement IDEAL BUSINESS, United's articles of incorporation, business license, certificate of registration, court order, court order 2, United's by-laws, and EIN Number	--Application to open the account --External or internal emails related to the account --Correspondence related to the account
2. All documents reflecting the application for, opening, maintenance, signature identification, and modification of all accounts of <u>United Corporation d/b/a Plaza Extra Supermarkets</u> -- as well as all external or external emails, correspondence, notes and any other documents that appear in your business records or computer systems regarding these accounts.	See Below	See Below
191-013307 - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	Original signature card and updated signature card requiring 2 signatures, original account application, and certificate of resolution, addendum 1 to the deposit accounts	--External or internal emails --Correspondence related to the account --Forms evidencing the two signature requirement

Banco Popular Document Status Regarding May 31, 2016 Subpoena

Subpoena Item	Item Received	Item Outstanding
	handbook	--Forms evidencing the closure of the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	Original signature card and updated signature card requiring 2 signatures, original account application, certificate of resolution, and tax withholding information	--External or internal emails --Correspondence related to the account --Forms evidencing the two signature requirement --Forms evidencing the closure of the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	Original signature card and updated signature card requiring 2 signatures, original account application, addendum 1 to the deposit accounts agreement, back up withholding information,	--External or internal emails --Correspondence related to the account --Forms evidencing the two signature requirement --Forms evidencing the closure of the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Plaza Extra West) [account closed]	Original signature card and updated signature card requiring 2 signatures, certificate of resolution, addendum to the deposit accounts agreement and back up withholding information	--External or internal emails --Correspondence related to the account --Forms evidencing the two signature requirement --Forms evidencing the closure of the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Operations Account, STX) [account closed]	Original signature card, certificate of resolution, addendum to the deposit accounts agreement, and back up withholding information	--External or internal emails --Correspondence related to the account --Forms evidencing the closure of the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Credit Card Account)	Original signature card, original account application, addendum to the deposit accounts agreement, and back up withholding information	--External or internal emails --Correspondence related to the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA	Original signature card, original account application, addendum to the deposit accounts agreement, certificate of resolution, and back up withholding information	--External or internal emails --Correspondence related to the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (STX East Store)	Original signature card, original account application, certificate of resolution, and back up withholding information	--External or internal emails --Correspondence related to the account
[REDACTED] - UNITED CORPORATION DBA PLAZA EXTRA (Ideal Business Acct, St. Thomas) [account	Original signature card, updated signature card requiring 2 signatures, original account application, addendum to the deposit	--External or internal emails --Correspondence related to the account, --Forms evidencing the closure of the

Banco Popular Document Status Regarding May 31, 2016 Subpoena

Subpoena Item	Item Received	Item Outstanding
closed]	accounts agreement, back up withholding info, and certificate of resolution	account
<i>2. All documents reflecting the application for, opening, maintenance, signature identification, and modification of all accounts of <u>Plessen Enterprises</u> -- as well as all external or external emails, correspondence, notes and any other documents that appear in your business records or computer systems regarding these accounts.</i>	None	All
<i>2. All documents reflecting the application for, opening, maintenance, signature identification, and modification of all accounts of <u>United Corporation</u> -- as well as all external or external emails, correspondence, notes and any other documents that appear in your business records or computer systems regarding these accounts.</i>	None	All
<i>3. All bank statements and deposit slips for the years 1998-2015.</i>	See below	See below
██████████ - UNITED CORPORATION PARTNERSHIP LIQUIDATING EXPENSE ACCOUNT	Deposits and Statements – 2/28/15-12/31/15	None
██████████ - UNITED CORPORATION PARTNERSHIP CLAIMS RESERVE ACCOUNT	Deposits and Statements – 2/28/15-12/31/15	None
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	None	--1998-2015 bank statements and deposit slips
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	None	--1998-2015 bank statements and deposit slips
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	None	--1998-2015 bank statements and deposit slips
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Plaza Extra West) [account closed]	Deposits – 2012-2015	--Bank statements 1998-2015 --Deposit slips 1998-2011, plus may have missing deposits from 2012-2015—unable to tell without bank statements.
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Operations Account, STX) [account closed]	Statements – 4/1/15-9/4/15	--Bank statements March, October – December 2015 --Deposit slips March-December 2015
██████████ - UNITED CORPORATION DBA PLAZA	Statements – 3/6/15-12/31/15	--Deposit slips March-December 2015

Banco Popular Document Status Regarding May 31, 2016 Subpoena

Subpoena Item	Item Received	Item Outstanding
EXTRA (Credit Card Account)		
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Telecheck Account)	Statements – 3/12/15-12/31/15	--Bank statements and deposit slips for 1998-February 2015
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (STX East Store)	None	--Bank statements and deposit slips for 1998-2015
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Ideal Business Acct, St. Thomas) [account closed]	Deposits and Statements – 7/1/09-7/13/15	--Bank statements and deposit slips for 1998-2014, January 2015-June 2015
United Corporation Accounts	None	--Bank statements and deposit slips for 1998-2015
Plessen Accounts	None	--Bank statements and deposit slips for 1998-2015
4. Documents reflecting what accounts (both those listed and any others) that have been open and closed and the dates of such opening and closing.	See below.	See below.
██████████ - UNITED CORPORATION PARTNERSHIP LIQUIDATING EXPENSE ACCOUNT	None	Document(s) reflecting the date the account was opened
██████████ - UNITED CORPORATION PARTNERSHIP CLAIMS RESERVE ACCOUNT	None	Document(s) reflecting the date the account was opened
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	Opened - 5/4/1994 [Information for non-personal accounts form]	Document(s) reflecting the date the account was closed
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	Opened – 10/18/2000 [Information for non-personal accounts form]	Document(s) reflecting the date the account was closed
██████████ - UNITED CORPORATION DBA PLAZA EXTRA [account closed]	Opened – 10/17/2006 [Information for non-personal accounts form]	Document(s) reflecting the date the account was closed
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Plaza Extra West) [account closed]	Opened – 12/28/2011 [Information for non-personal accounts form]	Document(s) reflecting the date the account was closed
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Operations Account, STX) [account closed]	Opened – 3/6/2015 [Information for non-personal accounts form]	Document(s) reflecting the date the account was closed
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Credit Card Account)	Opened – 3/6/2015 [Information for non-personal accounts form]	None
██████████ - UNITED CORPORATION DBA PLAZA EXTRA (Telecheck Account)	None	Documents reflecting the date the account was opened
██████████ - UNITED CORPORATION DBA PLAZA	Opened – 3/16/2015 [Information for non-	None

Banco Popular Document Status Regarding May 31, 2016 Subpoena

Subpoena Item	Item Received	Item Outstanding
EXTRA (STX East Store)	personal accounts form]	
<div style="background-color: black; width: 100px; height: 1em; display: inline-block;"></div> UNITED CORPORATION DBA PLAZA EXTRA (Ideal Business Acct, St. Thomas) [account closed]	Opened – 10/20/1993 [Information for non-personal accounts form]	Document(s) reflecting the date the account was closed
United Accounts	None	Document(s) reflecting the date the account was opened and, if relevant, closed
Plessen Accounts	None	Document(s) reflecting the date the account was opened and, if relevant, closed

D-6

From: Joel Holt <holtvi@aol.com>
To: SGrey <SGrey@nicholsnewman.com>
Cc: ghodges <ghodges@dtflaw.com>
Bcc: carl <carl@carlhartmann.com>; kim <kim@japinga.com>
Subject: Re: Bank of Nova Scotia
Date: Mon, Sep 12, 2016 7:38 am

Please have the documents segregated and sent to Greg and let's see what he claims is not relevant—we can then go from there.

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

—Original Message—

From: Sam Grey <SGrey@nicholsnewman.com>
To: Joel Holt <holtvi@aol.com>
Cc: Gregory H. Hodges <ghodges@dtflaw.com>
Sent: Sun, Sep 11, 2016 3:32 pm
Subject: RE: Bank of Nova Scotia

Thanks Greg and Joel

I may have deleted the original email in error. My apologies.

Joel, I think we are all in agreement. However, if you and Greg can't agree as to the relevance of the documents, I think you will need to get a court order or issue a new subpoena.

Sam

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Saturday, September 10, 2016 2:08 AM
To: Sam Grey <SGrey@nicholsnewman.com>
Cc: Gregory H. Hodges <ghodges@dtflaw.com>
Subject: Fwd: Bank of Nova Scotia

Sam-Here is the email I previously sent on this issue

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

Begin forwarded message:

From: Joel Holt <holtvi@aol.com>
Date: August 31, 2016 at 11:04:56 PM GMT+2
To: SGrey@nicholsnewman.com
Cc: ghodges@dtflaw.com, nizar@dewood-law.com
Subject: Re: Bank of Nova Scotia



I am willing to agree to this protocol, but subject to reserving any rights to object at a later date if this does not result in either documents being produced to us or an acceptable explanation as to why none are relevant. I really think the deposits into the account as well as the account documents (opening the account, information gathering forms, etc.)

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

On Aug 30, 2016, at 2:55 PM, Sam Grey <SGrey@nicholsnewman.com> wrote:

Good afternoon

I agree with Greg's assessment.

Joel, any objection to me providing the documents to Greg for review?

Sam

From: Gregory H. Hodges [<mailto:ghodges@dtflaw.com>]
Sent: Thursday, August 25, 2016 3:48 PM
To: Sam Grey <SGrey@nicholsnewman.com>
Cc: 'Joel Holt' <holtvi@aol.com>; 'Nizar DeWood, Esq.' <nizar@dewood-law.com>
Subject: RE: Bank of Nova Scotia

Sam,

I disagree with Joel. The 8/5/16 Order, attached to the email below, denied my motion as moot because the "Master has informed the Court that both banking institutions have complied with the Subpoenas." As you will recall, in your attached letter of 7/14/16, after noting my objection to the production of any documents regarding United's "tenant account," you said: "Both of you have agreed that you have no objection to the BNS producing documents relative to the subpoena without including the account information that Greg has objected to." It is my understanding that shortly after your letter, BNS produced documents responsive to the subpoena without including the tenant account information, as agreed. Obviously, I do not know what Judge Ross informed Judge Brady regarding "both banking institutions have[ing] complied with the Subpoenas." For all we know, he informed Judge Brady that BNS had complied with the subpoena as limited by the parties' agreement memorialized in your letter, which arguably would have rendered my motion moot. If, however, Judge Brady was informed that BNS had already complied with the subpoena without limitation, he clearly was misinformed and my motion would not have been rendered moot.

I am sure all of us would like to avoid the need for reissuing a subpoena, further motion practice or keeping BNS in the middle of a dispute in which it has no stake. Because I have no idea of the scope/extent of the tenant account information that has been withheld from production, I suggest that you send these documents to me for review on the chance that United may not object to production. In any event, I ask you to continue to withhold these documents from production to Joel, who at this point has no client to enforce or issue subpoenas, until the uncertainties outlined above are resolved.

Regards,
Greg

Gregory H. Hodges

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

<image002.jpg>

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From: Joel Holt [<mailto:holtvi@aol.com>]
Sent: Thursday, August 25, 2016 11:29 AM
To: sgrey@nnlglaw.com
Cc: Gregory H. Hodges
Subject: Bank of Nova Scotia

Sam-the Court denied the motion to quash the subpoena (copy of Order attached), so now the documents that were withheld (while the agreed upon documents were produced) need to be produced. Please inform the Bank of Nova Scotia to produce these documents. Let me know if you have any questions.

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

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Caja 12
56 x 60

Caja 13
61 x 64

Caja 6
24 x 28

Caja 10
46

Caja 14
65 x 67

Caja 4
75 x 18

Caja 7
29 x 34

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EXHIBIT

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