

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

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

Plaintiff/Counterclaim Defendant,
vs.

FATHI YUSUF and **UNITED CORPORATION**,

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-cv-370

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

JURY TRIAL DEMANDED

MOHAMMAD HAMED,

Plaintiff,
vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

**PLAINTIFF HAMED'S
NOTICE OF SUPPLEMENTATION OF RECORD**

On October 17, 2016, Plaintiff Hamed filed his revised *Notice of Partnership Claims and his Objections*. On page 6, at footnote 7, he referenced the *Expert Report of David Jackson* in support of his contention as to "Yusuf's exclusive control of the business accounting" and the impossibility of a valid pre-2012 partnership accounting.

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 B-9.

It has been brought to Hamed's attention that the Jackson Expert Report, while served on opposing counsel on that date, was not filed with the Court under the applicable rule – and therefore should have been attached as an exhibit to Hamed's filing.

Thus, that Expert Report is attached hereto as **Exhibit A**, and Plaintiff requests that it be included in the Court's consideration of the pending motion practice.

Dated: November 30, 2016



Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L6
Christiansted, VI 00820
Email: carl@carlhartmann.com
Tele: (340) 719-8941

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of November, 2016, I served a copy of the foregoing by email, as agreed by the parties, on:

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

Gregory H. Hodges

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

Mark W. Eckard

Hamm, Eckard, LLP
5030 Anchor Way
Christiansted, VI 00820
mark@markeckard.com

Jeffrey B. C. Moorhead

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

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be the initials 'JBC' followed by a flourish.

August 1, 2014

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

Re: Mohammad Hamed v. Fathi Yusuf and United Corporation

Dear Attorney Holt:

As you know, I am a Certified Public Accountant licensed in the U.S. Virgin Islands. Exhibit 1. You have asked my firm to render certain accounting opinions related to the lawsuit pending between Mohammed Hamed and Fathi Yusuf/United Corporation as follows:

1. Do the tax returns filed by United Corporation in 2013 for the years 2002 to 2012 reflect two separate businesses—one for the three Plaza Extra Supermarkets and one for the United Corporation's shopping center at Sion Farm, St. Croix?
2. Do the tax returns filed by United Corporation in 2013 for the years 2002 to 2012 contain any improper statements based upon the information you have reviewed?
3. Is it possible to provide an accurate accounting of the partnership accounts before 2012 either by reviewing existing accounting records or reconstructing comprehensive or cohesive partnership transactions for Plaza Extra Supermarkets prior to 2012—in order to make any assumptions about which partner owes the other partner specific amounts due to their "partner accounts"?
4. Are there ascertainable post-January 1, 2012 amounts that are clearly owed by Yusuf to the partnership for diverting partnership funds to United's account or for its benefit for the period in which actual accounting records are available?

**EXHIBIT
A**

We have reviewed the Preliminary Injunction opinion entered by Judge Brady, which has provided factual background related to this case. We have also reviewed the items listed in Exhibit 2 regarding the accounting issues related to these four questions you have asked us to consider. This includes testimony and exhibits related to the available accounting information (or lack thereof) for the Partnership from 1986 to present as well as the tax returns filed for United Corporation for the years 2002 to 2012 (all filed in 2013).

We have also been supplied the Sage 50 accounting program and data for all three Plaza Extra Supermarket operations for the period from January 1, 2012 to July 7, 2013. Data from that system has allowed us to review and understand the financial activities and tax obligations for 2012 to date.

This report will address our opinions with respect to each question in the order raised.

Question #1-Applying the "mirror" U.S. Tax Code and Generally Accepted Accounting Principles (GAAP) in the manner routinely employed by accountants, it is our expert opinion that the tax returns filed by United in 2013 for the years 2002 to 2012 reflect two distinct business operations. These tax returns contain the financial information for the operations of the three Plaza Extra Supermarkets in the basic return and then attach a separate schedule for the shopping center business as a separate operation distinct from the three supermarkets.

United was incorporated on March 5, 1979 and elected to be treated as an S-Corporation beginning January 1, 1999. The tax returns filed by United Corporation each year since then have been on *Form 1120S, "U.S. Income Tax Return for an S Corporation."*

An S Corporation is treated for federal income tax purposes in a manner somewhat similar to a partnership. The primary similarity is the requirement to flow the income of the entity out to the owners, and then the owners must report the income on their personal returns.

In order for the shareholders (S-Corp) or partners (partnership) to determine how to report their share of income and expense, the Internal Revenue Service requires that the income or loss from different types of business activities be aggregated into appropriate groups and the net income of each group reported separately to the owners, based on their percentage of ownership.

The United Corporation tax filings as presented clearly indicate two distinct business operations. Page 1 of the Form 1120S tax return as filed by United Corporation contains the financial information for the operations of the three Plaza Extra Supermarkets. This is the same information that was used to file the individual returns for Mohammad Hamed for the same time period. Form 8825, which is included with the

Form 1120S as filed by United Corporation, includes the rental portion of the income and expenses reported on the United Corporation return.

The separation of the two businesses on the tax return is consistent with the view that the Plaza Extra Supermarkets are a separate business operation from the shopping center rental activities. While the income and expenses of the two distinct business activities were separated on the United Corporation filings, there is no allowance for Mohammed Hamed as a shareholder/owner and the United filing did not report Mr. Hamed's allocation of income and expenses when he was clearly a 50% owner in the Plaza Extra Supermarket. In that regard the tax filings by United Corporation are not correct.

A review of the 2012 tax return (in light of information also gained in the accounting data) demonstrates this inconsistency. You have provided me with the rent payment made to United by Plaza Extra in February of 2012. In this regard, the schedule attached for the shopping center reports this rent as income for United, which we understand was placed in the non-supermarket 'shopping center bank account' belonging solely to the Yusuf interests. However, the tax return portion for the Plaza Extra operations reflects this amount as a deduction. By combining the two businesses on the same return, the Yusufs were able to receive the payment of rent from Plaza Extra as income without having to pay any taxes on it since the return also treats that rent payment as a deduction. In short, the treatment of this payment on this return again confirms that the tax return shows two distinct businesses, not one business as the single return would suggest.

Question # 2- Applying the "mirror" U.S. Tax Code and Generally Accepted Accounting Principles (GAAP) in the manner routinely employed by accountants, it is our expert opinion that the filing of a single tax return by United for both businesses led to an improper avoidance of income by United. It reported \$5.4 million in income as part of its rental income as a landlord in 2012, which was the rent paid by the Plaza East (Sion Farm) store to United, but United avoided paying any gross receipts or income tax on this item by then deducting this rent payment as one of the business deductions for the Plaza Extra Supermarket partnership. While this was a proper deduction for the supermarket partnership, United should have paid taxes on this income, which was avoided by not filing a separate tax return as it was required to do by law. (I understand the 2013 returns will be filed correctly instead of combining these businesses.)

In addition, the tax returns filed by United Corporation are improper since United is a corporation owned by individuals from the Yusuf family, with no allowance for Mr. Hamed's ownership in the Plaza Extra Shopping Center. However, as noted in the multiple documents provided, United and Mr. Yusuf concede that Mohammed Hamed is entitled to 50% of the net income from the operations of the three Plaza Extra stores. Thus, reporting 100% of the income from the operations of the three Plaza Extra Supermarkets as part of the income of United Corporation is improper. S Corporations differ from partnerships in that they do not allow for uneven allocations of earnings and expense. In other words all of the income and expenses of the S Corporation have to

be allocated based on ownership percentage. Mr. Hamed is not a shareholder in United when in fact he is entitled to 50% of the earnings of the Plaza Extra Shopping Center since inception, therefore the filings are improper.

Question # 3- Applying Generally Accepted Accounting Principles (GAAP), the answer to this question is "no." In reaching this conclusion, we note as follows:

- We have examined, operated and are entirely familiar with the data supplied by Defendants and the Controller (Gaffney) for the three Plaza Expert Stores on the Sage50 computer system. (John Gaffney is the "Controller" for United, and we have relied on his sworn statements in a preliminary injunction hearing and deposition (Exhibit 3) as to the state of the accounting records in United's possession prior to Defendant Yusuf's April 7, 2014 concession that Plaza Extra Supermarkets is a partnership.)
- We work frequently with this and similar accounting systems and are experienced in their use —and the act of accounting for different businesses on such systems.
- The present "books and accounting records" of Plaza Extra Supermarkets as kept on the Sage50 system began with 2012. (Gaffney).
- No cohesive books and records for the period 2003 to 2012 have been supplied to us (to Plaintiff) in discovery that reflect transactions prior to 2012. (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-2003¹ —but no cohesive accounting.
- The computer disk containing some or all of the 2003-2012 accountings was destroyed or damaged by defect, and Gaffney states there was no full backup kept.
- Gaffney has testified that he believes that there may be some paper records somewhere in warehouses for transactions prior to 2012.
- No such records have been produced. Exhibit 3.
- In any case, Gaffney also testified that the records before 2012 were of little accounting value, and were little more than bank reconciliations.
- We have also viewed records seized by the FBI and Justice Department prior to 2003 (Exhibit 4), and the two plea agreements involving the computation of income and taxes for the period from 2001 to 2013. Exhibit 5.

¹ This disk was supplied by Defendants. Exhibit 4.

Based on all available data, it is our expert opinion that no set of useable or reliable accounting records exist for two reasons² and that it is impossible to reconstruct the accounting transactions of Plaza Extra Supermarkets for the years 2002 through 2011—and for period 1986 through 2001. It is impossible to:

- a. Reconstruct the individual partnership accounts before 2012. (Thus, the only appropriate method to determine partnership accounts is to accept what both partners have used as a practical matter—the Sage50 accounting records to date which they began keeping as of 2012.)
- b. Reconstruct any comprehensive or cohesive partnership disbursements for Plaza Extra Supermarkets prior to 2012.
- c. Reconstruct how single documents purporting to show disbursements or removal of funds relate to one another, to the partnership's accounting or to each other. Thus, no such individual records taken out of context can reflect anything about the value of either partner's "partner account" or what might be owed at dissolution.

Question # 4- Attached as Exhibit 8 (3 files prepared on 07/07/14, one for each store) is the most recent backup of the Sage 50 accounting for Plaza Extra Supermarkets compiled and supplied by the Controller, John Gaffney. Under the applicable U.S. Virgin Islands enactment of the Revised Uniform Partnership Law (RUPA), this new, mutually used accounting is the only possible method of calculating the value of each partner's account—each being entitled to 50% of the value reflected therein with only "corrections" shown in that accounting after the date the accounting became reliable—such as the following payments made from the Plaza Extra accounts:

1. Payment of \$2.7 million to Fathi Yusuf/United objected to by Hamed as shown in Exhibit 9.

² First, prior to 2003, Yusuf maintained two completely separate systems by which funds were removed from Plaza Extra Supermarkets. One consisted of the books and reporting showed to VI and US taxing authorities. The other was a sophisticated enterprise removing millions of unaccounted dollars of Plaza Extra Supermarkets funds prior to ANY accounting, converting these funds to transferable mechanisms and depositing them in overseas property and institutions. Exhibit 6 is a letter sent to Fathi Yusuf—with a chart reflecting the general nature of the enterprise by which he and others removed such funds. As additional examples, Exhibit 7 is a listing of Fathi Yusuf's transactions involving millions of dollars of such funds at the Cairo Amman Bank, and Exhibit 5, Plea Agreement, Section II, *Nature of the Offense*.

Second, computer and other records from the time after the FBI raided the business and placed a federal monitor, have been destroyed and/or lost, as set forth above.

2. Payment of \$504,591.03 to Joseph DiRuzzo for United's attorney fees as shown in Exhibit 10.

3. Payment of \$49,808.13 in V.I. Gross Receipts taxes on behalf of United as shown in Exhibit 11.

4. Payment of \$211,351.04 in insurance by Plaza Extra for the United Shopping Center (non-supermarket) coverage from January 1, 2012, shown in Exhibit 12.

The foregoing opinions are subject to supplementation if further information becomes available. Please let me know if you have any questions, or need anything else.

Respectfully submitted,



CPA

J. David Jackson, CPA

Exhibit 1 – Jonathan David Jackson, CPA Resume

JONATHAN DAVID JACKSON, CPA
P. O. Box 24831 Christiansted, St. Croix, VI 00824
Work (340) 719-8261 Cell (340) 690-7040

I am a licensed CPA in both the USVI and Texas. Currently I practice under J. David Jackson, PC in the USVI and under J. David Jackson, LC in Texas. In addition, I am the President and managing member of Territory East Asset Management, LLC.

PERSONAL

DOB: February 7, 1953, Galveston, Texas

EDUCATION

1993 Bachelor of Science in Business Administration: West Texas A&M University, Canyon, TX
Major: Accounting. Graduated Cum Laude

1991 Associate of Science in Business Administration: Amarillo College, Amarillo, TX Major:
Business Administration. Graduated Magna Cum Laude

1971 Cal Farley's Boys Ranch High School, Amarillo, TX

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant - Texas: 1996-Present

Certified Public Accountant - United States Virgin Islands: June 2005- Present

PROFESSIONAL AFFILIATIONS

Texas State Board of Public Accountancy

American Institute of Certified Public Accountants

Virgin Islands Board of Public Accountancy

Virgin Islands Society of Certified Public Accountants

COMMUNITY SERVICE

Bank of St. Croix – Board member

St Croix Foundation For Community Development: Finance Chair: 2001 to 2009.

St Croix VI's Joyful Voices Community Choir, Inc.: Founding member: 2001 to 2009.

STATEMENT OF FEES

Court room appearance \$500.00 per hour

Consulting \$250.00 per hour

Tax preparation \$225.00 per hour

I have not testified at trial and have no publications.

I have not been retained as an expert in any depositions.

Exhibit 2 – List of Documents Reviewed

Documents Reviewed
Hamed v Yusuf, SX-12-CV-370

Exhibits

All documents contained in Exhibits 1-12

Court Orders

Court orders and opinions in this matter

Documents related to checks to United/Yusuf attorneys

HAMD203422-HAMD203423--2012 11 16 DiRuzzo 99254 Check_No. 4195
HAMD261896-HAMD261897--2013 01 21 DiRuzzo 111660 Check_No 4642
HAMD277362-HAMD277363--2013 02 13 DiRuzzo 112383 Check_No 4819
HAMD562193-HAMD562194--2013 03 06 DiRuzzo 82275 Check_No 5005
HAMD562231-HAMD562232--2013 04 03 DiRuzzo 54938 Check_No 5193

Document related to the receipt system

Plaza Extra Receipt System Description for Adams_Jackson
HAMD592082-HAMD592168--Receipt System C__Hamed Receipts as produced by Yusuf showing 2.7M.pdf
HAMD592045-HAMD592071--Receipt System C_Sampling of Yusuf Receipts.
HAMD260749-HAMD260759--Receipt System D_Hamed Check Receipts
HAMD592169-HAMD592198--Receipt System D_2001-2004 Yusuf Check Receipts

HAMD593190-HAMD593191--2001 Willie Fathi Receipt Reconciliation
HAMD593188-HAMD593189--2000 Willie Fathi Receipt Reconciliation
HAMD255290-HAMD255291--1999 Willie Fathi Receipt Reconciliation
HAMD593179-HAMD593181--1998 Willie Fathi Receipt Reconciliation
HAMD593177-HAMD593178--1997 Willie Fathi Receipt Reconciliation

HAMD580428-HAMD580431--1999-2001 Yusuf Home receipts
HAMD593182-HAMD593185--1999-2001 Willie Home receipts
HAMD593186-HAMD593187--1999-2001 Willie Home receipts_Jose Roman

Taxes

HAMD200293-HAMD200302--2012 10 08 Ltr to DiRuzzo frm Holt re conflict
HAMD200316-HAMD200316--2012 10 12 Ltr to Holt frm DiRuzzo re tax returns
HAMD200826-HAMD200899--2012 10 22 Ltr to DiRuzzo frm Holt re tax liability
HAMD243333-HAMD243339--2012 12 24 Holt Ltr to DiRuzzo_DeWood re taxes
HAMD562199-HAMD562201--2013 03 14 Ltr to DiRuzzo DeWood frm Holt re plea agreement
HAMD562207-HAMD562207--2013 03 19 Ltr to Holt frm DiRuzzo re partnership

HAMD588294-HAMD588294--2013 06 20 Ltr to Hameds from IRB_2002-2011 taxes pd
HAMD588295-HAMD588295--2013 06 20 Ltr to Hameds from IRB_97-01 taxes

YUSF101167-YUSF101194--United filed CY2002 tax return_signed.stamped

YUSF101195-YUSF101225--United filed CY2003 tax return_signed.stamped
 YUSF101226-YUSF101248--United filed CY2004 tax return_signed.stamped
 YUSF101249-YUSF101270--United filed CY2005 tax return_signed.stamped
 YUSF101271-YUSF101296--United filed CY2006 tax return_signed.stamped
 YUSF101297-YUSF101322--United filed CY2007 tax return_signed.stamped
 YUSF101323-YUSF101357--United filed CY2008 tax return_signed.stamped
 YUSF101358-YUSF101385--United filed CY2009 tax return_signed.stamped
 YUSF101386-YUSF101412--United filed CY2010 tax return_signed.stamped
 YUSF101413-YUSF101441--United filed CY2011 tax return_signed.stamped
 YUSF101442-YUSF101488--2012 United tax return_NOT signed.pdf

HAMD591985-HAMD591990--Yusuf Kids Taxes_1330 Motion to Alter the TRO for Release of Funds 2013 02 21

HAMD562624-HAMD562630--Yusufs and Children 4th Qtr 2008 Income Tax Checks

Criminal

Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-1076	HAMD212533- HAMD212533	NA	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Wadda Charriez
None	HAMD591980- HAMD591980	1989-03-10	\$20,000.00	Hamed receipt to Mohammad Hamed Signature: Mohammad Hamed Receipt written by: Maher Yusuf
None	HAMD591981- HAMD591981	1997-02-05	\$10,000.00	Hamed receipt to Mohammad Hamed Signature: Mohammad Hamed Receipt written by: Maher Yusuf
None	HAMD591982- HAMD591982	1997-03-31	\$15,000.00	Hamed receipt to Mohammad Hamed Signature: Waleed Hamed Receipt written by: Maher Yusuf
None	HAMD591984- HAMD591984	1997-05-07	\$35,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Maher Yusuf
None	HAMD591983- HAMD591983	1997-05-07	\$35,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Maher Yusuf
446-0093	HAMD211405- HAMD211406	??/??/1998	\$500.00	Hamed receipt to Waleed Hamed Signature: Glenn from Glenn Electric
446-0060	HAMD211371- HAMD211371	1998-03-13	\$2,000.00	Hamed receipt to Waleed Hamed Receipt written by: Waleed Hamed
446-0061	HAMD211372- HAMD211372	1998-03-27	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Waleed Hamed
446-0062	HAMD211373- HAMD211373	1998-04-07	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Not signed Receipt written by: Unknown
446-0091	HAMD211403- HAMD211404	1998-04-20	\$500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed

Criminal

Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
446-0096	HAMD211408- HAMD211408	1998-09-07	\$200.00	Hamed receipt to Waleed Hamed Signature: Glenn of Glenn Electric
446-0098	HAMD211410- HAMD211410	1998-09-09	\$1,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Unknown
446-0095	HAMD211407- HAMD211407	1998-09-15	\$100.00	Hamed receipt to Waleed Hamed Signature: Glenn of Glenn Electric
446-0097	HAMD211409- HAMD211409	1998-11-20	\$350.00	Hamed receipt to Waleed Hamed Signature: Maybe Glenn's from Glenn Electric Receipt written by: Unknown
340-0051	HAMD227957- HAMD227957	1999-08-13	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Juan Rosario
340-0048	HAMD227954- HAMD227955	1999-09-03	\$500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0050	HAMD227956- HAMD227956	1999-09-03	\$300.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0052	HAMD227958- HAMD227958	1999-09-03	\$1,000.00	Hamed receipt to Waleed Hamed
446-0066	HAMD211377- HAMD211377	1999-09-18	\$1,700.00	Hamed receipt to Waleed Hamed
340-0047	HAMD227953- HAMD227953	1999-10-18	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0046	HAMD227952- HAMD227952	1999-11-08	\$5,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0044	HAMD227950- HAMD227951	1999-11-23	\$1,600.00	Hamed receipt to Waleed Hamed
340-0043	HAMD227949- HAMD227949	1999-11-30	\$5,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0042	HAMD227948- HAMD227948	1999-12-07	\$3,626.75	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Mufeed Hamed
340-0041	HAMD227947- HAMD227947	1999-12-09	\$0.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Note: No amount is listed on the receipt
340-0040	HAMD227946- HAMD227946	1999-12-17	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Juan Rosario & Waleed Hamed
340-0038	HAMD227944- HAMD227944	1999-12-29	\$1,000.00	Hamed receipt to Waleed Hamed For: Juan Rosario, contractor - possibly for Waleed Hamed's house Signature: Juan Rosario Receipt written by: Unknown

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
340-0037	HAMD227943- HAMD227943	2000-01-10	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0036	HAMD227942- HAMD227942	2000-01-14	\$3,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0035	HAMD227941- HAMD227941	2000-01-25	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0034	HAMD227940- HAMD227940	2000-01-27	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0031	HAMD227937- HAMD227937	2000-02-19	\$1,785.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Unknown
340-0025	HAMD227931- HAMD227931	2000-02-23	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0064	HAMD227970- HAMD227970	2000-03-18	\$1,200.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed and Juan Rosario
340-0024	HAMD227930- HAMD227930	2000-04-12	\$10,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0023	HAMD227929- HAMD227929	2000-05-22	\$3,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0022	HAMD227928- HAMD227928	2000-06-06	\$4,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0021	HAMD227927- HAMD227927	2000-06-07	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0020	HAMD227926- HAMD227926	2000-06-11	\$3,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0019	HAMD227925- HAMD227925	2000-06-19	\$400.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0018	HAMD227924- HAMD227924	2000-06-23	\$3,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0017	HAMD227923- HAMD227923	2000-06-26	\$5,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0016	HAMD227922- HAMD227922	2000-06-30	\$4,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0015	HAMD227921- HAMD227921	2000-07-07	\$13,362.00	Hamed receipt to Waleed Hamed
340-0014	HAMD227920- HAMD227920	2000-08-07	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0013	HAMD227919- HAMD227919	2000-08-11	\$4,000.00	Hamed receipt to Waleed Hamed Signature: maybe Waleed Hamed, hard to tell
340-0012	HAMD227918- HAMD227918	2000-08-13	\$325.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0010	HAMD227916- HAMD227916	2000-08-28	\$4,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed

Criminal

Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
340-0011	HAMD227917- HAMD227917	2000-09-28	\$4,750.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0008	HAMD227914- HAMD227914	2000-10-19	\$3,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
340-0053	HAMD227959- HAMD227959	2001-02-08	\$720.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed and Zilton Francis Hamed receipt to Waleed Hamed For: Unknown
449-1649	HAMD213128- HAMD213128	2001-03-17	\$1,166.00	Signature: Waleed Hamed Receipt written by: Unknown
449-1648	HAMD213127- HAMD213127	2001-03-31	\$970.00	Hamed receipt to Waleed Hamed Signature: Zilton Francis, Waleed Hamed
449-1673	HAMD213152- HAMD213152	2001-03-31	\$1,248.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1628	HAMD213107- HAMD213107	2001-04-04	\$1,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1650	HAMD213129- HAMD213129	2001-05-02	\$1,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt initialed by Yusuf Yusuf, which may mean that Yusuf Yusuf gave the money to Wally
449-0491	HAMD211937- HAMD211937	2001-05-08	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1657	HAMD213136- HAMD213136	2001-05-10	\$1,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Wadda Charriez
449-0495	HAMD211941- HAMD211941	2001-05-14	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0493	HAMD211939- HAMD211939	2001-05-15	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Hamed receipt to Waleed Hamed Signature: Fathi, the cousin
449-1669	HAMD213148- HAMD213148	2001-05-22	\$300.00	Note: Yusuf Yusuf initialed the document and gave out the money
449-1664	HAMD213143- HAMD213143	2001-05-24	\$1,271.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed and Augustin Angel, contractor
449-1663	HAMD213142- HAMD213142	2001-05-28	\$1,165.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1661	HAMD213140- HAMD213140	2001-06-04	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1631	HAMD213110- HAMD213110	2001-06-06	\$6,375.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed

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Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-0549	HAMD211995- HAMD211995	2001-06-11	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0551	HAMD211997- HAMD211997	2001-06-18	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Receipt written by: Waleed Hamed
449-0552	HAMD211998- HAMD211998	2001-06-19	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0553	HAMD211999- HAMD211999	2001-06-20	\$3,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1635	HAMD213114- HAMD213114	2001-06-26	\$1,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0556	HAMD212002- HAMD212002	2001-07-07	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1246	HAMD212711- HAMD212711	2001-07-09	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1247	HAMD212712- HAMD212712	2001-07-10	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1245	HAMD212710- HAMD212710	2001-07-12	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1660	HAMD213139- HAMD213139	2001-07-16	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1658	HAMD213137- HAMD213137	2001-07-17	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1606	HAMD213085- HAMD213085	2001-07-20	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1244	HAMD212709- HAMD212709	2001-07-22	\$5,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1259	HAMD212726- HAMD212726	2001-07-25	\$3,000.00	Hamed receipt to Waleed Hamed
449-0557	HAMD212003- HAMD212003	2001-08-06	\$5,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0559	HAMD212005- HAMD212005	2001-08-07	\$3,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0560	HAMD212006- HAMD212006	2001-08-08	\$5,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-1644	HAMD213123- HAMD213123	2001-08-09	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed
449-0561	HAMD212007- HAMD212007	2001-08-10	\$2,000.00	Hamed receipt to Waleed Hamed Signature: None
449-1618	HAMD213097- HAMD213097	2001-08-31	\$2,500.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed

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Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-1619	HAMD213098- HAMD213098	2001-09-07	\$2,000.00	Hamed receipt to Waleed Hamed Signature: Waleed Hamed Hamed receipt to Waleed Hamed
449-1655	HAMD213134- HAMD213134	2001-09-10	\$5,950.00	Note-- Yusuf Yusuf initialed the receipt

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Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Bank Account	Description
None	HAMD200103- HAMD200103	2012-08-15	\$1,600,000.00	

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Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101602- YUSF101602	NA	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101648- YUSF101648	NA	\$10,392.00	Hamed receipt to Mufeed Hamed
None	YUSF101624- YUSF101624	NA	\$5,000.00	Hamed receipt to Mufeed Hamed
449-1195	YUSF105281- YUSF105281	1/11/1997	\$7,000.00	Hamed receipt for Tashin Hamid
449-1196	YUSF105282- YUSF105282	2/17/1997	\$5,000.00	Hamed receipt for Tashin Hamid
449-1197	YUSF105283- YUSF105283	2/28/1997	\$5,000.00	Hamed receipt for Tashin Hamid
449-1198	YUSF105284- YUSF105284	4/9/1997	\$8,000.00	Hamed receipt for Tashin Hamid
446-0064	YUSF105268- YUSF105268	12/??/1998	\$4,000.00	Hamed receipt for Adnanal Hamed
449-1260	YUSF105270- YUSF105270	12/11/1998	\$40,000.00	Hamed receipt
449-1261	YUSF106362- YUSF106362	1999-02-05	\$25,000.00	Receipt to Waleed Hamed
449-1235	YUSF106357- YUSF106357	1999-02-09	\$25,000.00	Loan in the amount of \$25,000 for Mr. Fawzi Asad from Waleed Hamed
449-1239	YUSF106361- YUSF106361	1999-02-16	\$17,000.00	Receipt to Waleed Hamed
449-1238	YUSF106360- YUSF106360	1999-02-22	\$25,000.00	Receipt to Waleed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-1237	YUSF106359-			
	YUSF106359	1999-07-09	\$22,500.00	Receipt to Waleed Hamed
449-1236	YUSF106358-			
	YUSF106358	1999-09-27	\$10,000.00	Receipt to Waleed Hamed
340-0063	YUSF106522-			
	YUSF106522	1999-12-31	\$0.00	Receipt for Wally for 1 container of 5 gallon paint. Dollar amount of receipt unknown.
069-0317	HAMD593186-			
	HAMD593187	??/??/00	\$303,997.06	Summary of Willie Hamed (Jose Roman) from 4/28/00 - 10/9/01
340-0099	YUSF106670-			
	YUSF106670	2000-02-22	\$500.00	Receipt to Juan Rosario from Waheed Hamed for \$500.00
None	YUSF101685-			
	YUSF101685	2000-04-02	\$340.00	Hamed receipt for Juan Rosario
340-0029	HAMD595891-			
	HAMD595891	2000-05-25	\$2,000.00	Receipt signed by Waleed Hamed for \$2,000
340-0030	HAMD595892-			
	HAMD595892	2000-06-04	\$200.00	Receipt signed by Waleed Hamed for \$200.00
340-0003	HAMD595885-			
	HAMD595885	2000-08-29	\$1,000.00	Receipt to Waleed Hamed for \$1,000.
340-0002	HAMD595884-			
	HAMD595884	2000-08-30	\$4,500.00	Receipt to Waleed Hamed signed by Waleed Hamed for \$4,500
None	YUSF101654-			
	YUSF101654	2000-09-11	\$900.00	Hamed receipt to Mufeed Hamed
None	YUSF101684-			
	YUSF101684	2000-09-20	\$100.00	Hamed receipt for Mufeed Hamed
340-0004	HAMD595886-			
	HAMD595886	2000-10-03	\$4,500.00	Receipt to Waleed Hamed signed by Waleed Hamed for \$4,500
340-0006	HAMD595888-			
	HAMD595888	2000-10-10	\$3,500.00	Receipt to Waleed Hamed signed by Waleed Hamed for \$3,500
340-0005	HAMD595887-			
	HAMD595887	2000-10-12	\$3,500.00	Receipt to Waleed Hamed for \$3,500
340-0007	HAMD595889-			
	HAMD595889	2000-10-17	\$4,000.00	Receipt to Waleed Hamed signed by Waleed Hamed for \$4,000
None	YUSF101626-			
	YUSF101626	2001-01-19	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101618-			
	YUSF101618	2001-01-20	\$1,600.00	Hamed receipt to Mufeed Hamed
None	YUSF101617-			
	YUSF101617	2001-01-27	\$600.00	Hamed receipt to Mufeed Hamed
None	YUSF101615-			
	YUSF101615	2001-01-27	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101672-			
	YUSF101672	2001-02-04	\$1,000.00	Hamed receipt for Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF106444- YUSF106444	2001-02-05	\$3,000.00	Receipt for Waleed Hamed
449-1304	YUSUF105290- YUSUF105290	2/11/2001	\$6,000.00	Hamed receipt for Tashin Hamid
None	YUSF101679- YUSF101679	2001-02-21	\$1,488.00	Hamed receipt for Mufeed Hamed
None	YUSF106445- YUSF106445	2001-04-04	\$2,000.00	Receipt for Waleed Hamed
449-0461	YUSF106648- YUSF106649	2001-04-21	\$1,000.00	Receipt to Waleed Hamed for \$1000, with the notation of Philip repairs house. Signed by Blaer Philip
449-1433	YUSF106672- YUSF106672	2001-05-08	\$270.00	For juan rosario (contractor) written by unknown. Signed on the bottom by juan rosario.
449-0541	HAMD595895- HAMD595895	2001-06-30	\$200.00	Receipt written to Waleed Hamed for \$200 and signed by Waleed Hamed
449-1659	HAMD595897- HAMD595897	2001-07-14	\$100.00	Receipt written to Waleed Hamed for \$100 and signed by Waleed Hamed
449-1231	YUSF106671- YUSF106671	2001-07-20	\$1,004.45	For juan rosario (contractor) Signed on the bottom by juan rosario.
449-0558	HAMD595896- HAMD595896	2001-08-04	\$100.00	Receipt written to Waleed Hamed for \$100 and signed by Waleed Hamed
None	YUSF106446- YUSF106446	2001-08-27	\$200.00	Receipt for Waleed Hamed
None	YUSF106447- YUSF106447	2001-08-29	\$2,000.00	Receipt for Waleed Hamed
None	YUSF106448- YUSF106448	2001-09-04	\$4,500.00	Receipt for Waleed Hamed
None	YUSF106449- YUSF106449	2001-09-07	\$194.00	Receipt for Waleed Hamed
None	YUSF106450- YUSF106450	2001-09-10	\$2,000.00	Receipt for Waleed Hamed
None	YUSF106451- YUSF106451	2001-09-17	\$200.00	Receipt for Waleed Hamed
None	YUSF106452- YUSF106452	2001-09-17	\$2,000.00	Receipt for Waleed Hamed
None	YUSF101655- YUSF101655	2001-09-18	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101653- YUSF101653	2001-09-22	\$100.00	Hamed receipt to Mufeed Hamed
None	YUSF106453- YUSF106453	2001-09-24	\$2,500.00	Receipt for Waleed Hamed
None	YUSF106454- YUSF106454	2001-09-25	\$150.00	Receipt for Waleed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF106455-			
None	YUSF106455	2001-09-25	\$20.00	Receipt for Waleed Hamed
None	YUSF101582-			
None	YUSF101582	2001-09-25	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF106456-			
None	YUSF106456	2001-09-26	\$2,000.00	Receipt for Waleed Hamed
None	YUSF106457-			
None	YUSF106457	2001-10-01	\$2,000.00	Receipt for Waleed Hamed
None	YUSF101658-			
None	YUSF101658	2001-10-01	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101682-			
None	YUSF101682	2001-10-02	\$10.00	Hamed receipt for Mufeed Hamed
None	YUSF106458-			
None	YUSF106458	2001-10-03	\$2,000.00	Receipt for Waleed Hamed
None	YUSF101651-			
None	YUSF101651	2001-10-04	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101656-			
None	YUSF101656	2001-10-06	\$100.00	Hamed receipt to Mufeed Hamed
None	YUSF101581-			
None	YUSF101581	2001-10-09	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106459-			
None	YUSF106459	2001-10-09	\$25.00	Receipt for Waleed Hamed
None	YUSF106460-			
None	YUSF106460	2001-10-10	\$2,500.00	Receipt for Waleed Hamed
069-0325	HAMD593182- HAMD593185	2001-10-12	\$800,022.56	Summary of Willie Hamed receipts from 2/8/99 - 11/15/00 and Summary of Willie Hamed receipts from 11/20/2000 - 10/12/01
None	YUSF101616-			
None	YUSF101616	2001-10-13	\$300.00	Hamed receipt to Mufeed Hamed
254-0461	HAMD428975-			
254-0461	HAMD428975	2001-10-19	\$34,500.00	Hamed receipt to Hisham Hamed
None	YUSF101664-			
None	YUSF101664	2001-10-30	\$200.00	Hamed receipt for Mufeed Hamed
None	YUSF106461-			
None	YUSF106461	2001-11-05	\$100.00	Receipt for Waleed Hamed
None	YUSF106462-			
None	YUSF106462	2001-11-06	\$3,000.00	Receipt for Waleed Hamed
None	YUSF101603-			
None	YUSF101603	2001-11-10	\$350.00	Hamed receipt to Mufeed Hamed
None	YUSF101663-			
None	YUSF101663	2001-11-13	\$500.00	Hamed receipt for Mufeed Hamed
None	YUSF101681-			
None	YUSF101681	2001-11-21	\$510.00	Hamed receipt for Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101667- YUSF101667	2001-11-24	\$100.00	Hamed receipt for Mufeed Hamed
None	YUSF101604- YUSF101604	2001-11-26	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101668- YUSF101668	2001-11-26	\$350.00	Hamed receipt for Mufeed Hamed
None	YUSF101671- YUSF101671	2001-11-27	\$1,410.00	Hamed receipt for Mufeed Hamed
None	YUSF101583- YUSF101583	2001-11-29	\$750.00	Hamed receipt to Mufeed Hamed
None	YUSF101630- YUSF101630	2001-11-29	\$350.00	Hamed receipt to Mufeed Hamed
None	YUSF101629- YUSF101629	2001-12-01	\$109.00	Hamed receipt to Mufeed Hamed
None	YUSF101622- YUSF101622	2001-12-03	\$350.00	Hamed receipt to Mufeed Hamed
None	YUSF101657- YUSF101657	2001-12-06	\$30.00	Hamed receipt to Mufeed Hamed
None	YUSF101691- YUSF101691	2001-12-06	\$60.00	Hamed receipt to Mufeed Hamed
None	YUSF101683- YUSF101683	2001-12-07	\$225.00	Hamed receipt for Mufeed Hamed
None	YUSF101690- YUSF101690	2001-12-12	\$50.00	Hamed receipt to Mufeed Hamed
None	YUSF101605- YUSF101605	2001-12-14	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101621- YUSF101621	2001-12-14	\$13,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101619- YUSF101619	2001-12-21	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106463- YUSF106463	2001-12-24	\$2,056.00	Receipt for Waleed Hamed
None	YUSF101620- YUSF101620	2001-12-27	\$2,500.00	Hamed receipt to Mufeed Hamed
None	YUSF101645- YUSF101645	2001-12-29	\$400.00	Hamed receipt to Mufeed Hamed
None	YUSF101580- YUSF101580	2001-12-31	\$700.00	Hamed receipt to Mufeed Hamed
None	YUSF106464- YUSF106464	2002-01-08	\$3,000.00	Receipt to Waleed Hamed
None	YUSF106465- YUSF106465	2002-01-14	\$2,000.00	Receipt to Waleed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101623- YUSF101623	2002-01-15	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101607- YUSF101607	2002-01-15	\$3,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106466- YUSF106466	2002-01-15	\$2,000.00	Receipt to Waleed Hamed
None	YUSF101670- YUSF101670	2002-01-17	\$500.00	Hamed receipt for Mufeed Hamed
None	YUSF101625- YUSF101625	2002-01-19	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101627- YUSF101627	2002-01-22	\$350.00	Hamed receipt to Mufeed Hamed
None	YUSF106467- YUSF106467	2002-01-24	\$2,500.00	Receipt to Waleed Hamed
None	YUSF106468- YUSF106468	2002-01-25	\$2,500.00	Receipt to Waleed Hamed
None	YUSF101628- YUSF101628	2002-01-25	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101579- YUSF101579	2002-01-26	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106469- YUSF106469	2002-01-28	\$100.00	Receipt to Waleed Hamed
None	YUSF106470- YUSF106470	2002-01-31	\$2,000.00	Receipt to Waleed Hamed
None	YUSF106471- YUSF106471	2002-02-01	\$2,000.00	Receipt to Waleed Hamed
None	YUSF101578- YUSF101578	2002-02-02	\$700.00	Hamed receipt to Mufeed Hamed
None	YUSF101608- YUSF101608	2002-02-04	\$4,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106472- YUSF106472	2002-02-05	\$2,000.00	Receipt to Waleed Hamed
None	YUSF106473- YUSF106473	2002-02-06	\$2,000.00	Receipt to Waleed Hamed
None	YUSF106474- YUSF106474	2002-02-07	\$1,000.00	Receipt to Waleed Hamed
None	YUSF101666- YUSF101666	2002-02-11	\$5,000.00	Hamed receipt for Mufeed Hamed
None	YUSF106475- YUSF106475	2002-02-14	\$5,000.00	Receipt to Waleed Hamed
None	YUSF106476- YUSF106476	2002-02-16	\$5,000.00	Receipt to Waleed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101614- YUSF101614	2002-02-16	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101661- YUSF101661	2002-02-19	\$1,000.00	Hamed receipt for Mufeed Hamed
None	YUSF101652- YUSF101652	2002-02-21	\$35.00	Hamed receipt to Mufeed Hamed
None	YUSF106477- YUSF106477	2002-02-25	\$6,000.00	Receipt to Waleed Hamed
None	YUSF101600- YUSF101600	2002-02-26	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106484- YUSF106484	2002-02-27	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101633- YUSF101633	2002-02-28	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF106478- YUSF106478	2002-03-04	\$2,500.00	Receipt to Waleed Hamed
None	YUSF106479- YUSF106479	2002-03-06	\$20.00	Receipt to Waleed Hamed
None	YUSF106481- YUSF106481	2002-03-07	\$5.00	Receipt to Waleed Hamed
None	YUSF106480- YUSF106480	2002-03-07	\$1,000.00	Receipt to Waleed Hamed
None	YUSF101606- YUSF101606	2002-03-07	\$6,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101613- YUSF101613	2002-03-16	\$350.00	Hamed receipt to Mufeed Hamed
None	YUSF106482- YUSF106482	2002-03-21	\$3,000.00	Receipt to Waleed Hamed
None	YUSF106483- YUSF106483	2002-03-26	\$25.00	Receipt to Waleed Hamed
None	YUSF106485- YUSF106485	2002-03-27	\$4.00	Receipt to Waleed Hamed
None	YUSF106486- YUSF106486	2002-03-28	\$2,000.00	Receipt to Waleed Hamed
None	YUSF101659- YUSF101659	2002-04-01	\$225.00	Hamed receipt to Mufeed Hamed
None	YUSF106487- YUSF106487	2002-04-02	\$8,000.00	Receipt to Waleed Hamed
None	YUSF106488- YUSF106488	2002-04-04	\$10,000.00	Receipt to Waleed Hamed
None	YUSF101601- YUSF101601	2002-04-04	\$150.00	Hamed receipt to Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101612- YUSF101612	2002-04-07	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF106489- YUSF106489	2002-04-08	\$10,000.00	Receipt to Waleed Hamed
None	YUSF101662- YUSF101662	2002-04-11	\$300.00	Hamed receipt for Mufeed Hamed
None	YUSF101609- YUSF101609	2002-04-14	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101646- YUSF101646	2002-04-22	\$5,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101665- YUSF101665	2002-04-22	\$25.45	Hamed receipt for Mufeed Hamed
None	YUSF101598- YUSF101598	2002-04-26	\$225.00	Hamed receipt to Mufeed Hamed
None	YUSF101599- YUSF101599	2002-05-02	\$450.00	Hamed receipt to Mufeed Hamed
None	YUSF101634- YUSF101634	2002-05-06	\$575.00	Hamed receipt to Mufeed Hamed
None	YUSF106490- YUSF106490	2002-05-09	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101669- YUSF101669	2002-05-14	\$200.00	Hamed receipt for Mufeed Hamed
None	YUSF101610- YUSF101610	2002-05-14	\$100.00	Hamed receipt to Mufeed Hamed
None	YUSF106491- YUSF106491	2002-05-17	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101650- YUSF101650	2002-05-20	\$3,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101649- YUSF101649	2002-05-20	\$7,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101585- YUSF101585	2002-05-21	\$207.86	Hamed receipt to Mufeed Hamed
None	YUSF101584- YUSF101584	2002-05-25	\$450.00	Hamed receipt to Mufeed Hamed
None	YUSF101611- YUSF101611	2002-05-25	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106493- YUSF106493	2002-05-27	\$1,000.00	Receipt to Waleed Hamed
None	YUSF106494- YUSF106494	2002-05-28	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101587- YUSF101587	2002-05-30	\$3,500.00	Hamed receipt to Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101588- YUSF101588	2002-05-31	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106495- YUSF106495	2002-06-04	\$5,000.00	Receipt to Waleed Hamed -Sister trip
None	YUSF101589- YUSF101589	2002-06-06	\$2,500.00	Hamed receipt to Mufeed Hamed
None	YUSF101590- YUSF101590	2002-06-15	\$20,500.00	Hamed receipt to Mufeed Hamed
None	YUSF101594- YUSF101594	2002-06-15	\$700.00	Hamed receipt to Mufeed Hamed
None	YUSF101571- YUSF101571	2002-06-17	\$410.00	Hamed receipt to Mufeed Hamed
None	YUSF106496- YUSF106496	2002-06-22	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101563- YUSF101563	2002-06-27	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF106498- YUSF106498	2002-07-02	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101678- YUSF101678	2002-07-05	\$6.00	Hamed receipt for Mufeed Hamed
None	YUSF106499- YUSF106499	2002-07-05	\$2,000.00	Receipt to Waleed Hamed
None	YUSF106500- YUSF106500	2002-07-06	\$3,000.00	Receipt to Waleed Hamed
None	YUSF106501- YUSF106501	2002-07-08	\$4,000.00	Receipt to Waleed Hamed
None	YUSF101596- YUSF101596	2002-07-09	\$5,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106502- YUSF106502	2002-07-15	\$5,000.00	Receipt to Waleed Hamed
None	YUSF106503- YUSF106503	2002-07-15	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101562- YUSF101562	2002-07-17	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101641- YUSF101641	2002-07-20	\$600.00	Hamed receipt to Mufeed Hamed
None	YUSF101647- YUSF101647	2002-07-26	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101642- YUSF101642	2002-07-26	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101595- YUSF101595	2002-07-26	\$2,400.00	Hamed receipt to Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF106504- YUSF106504	2002-07-27	\$5,000.00	Receipt to Waleed Hamed
None	YUSF106505- YUSF106505	2002-07-29	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101560- YUSF101560	2002-07-30	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101561- YUSF101561	2002-07-30	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101559- YUSF101559	2002-07-30	\$2,500.00	Hamed receipt to Mufeed Hamed
None	YUSF101572- YUSF101572	2002-07-31	\$80.00	Hamed receipt to Mufeed Hamed
None	YUSF101640- YUSF101640	2002-07-31	\$950.00	Hamed receipt to Mufeed Hamed
None	YUSF101586- YUSF101586	2002-08-03	\$3,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106507- YUSF106507	2002-08-05	\$300.00	Receipt to Waleed Hamed
None	YUSF101564- YUSF101564	2002-08-06	\$4,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101565- YUSF101565	2002-08-06	\$6,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106509- YUSF106509	2002-08-07	\$200.00	Receipt to Waleed Hamed
None	YUSF106510- YUSF106510	2002-08-08	\$50,025.00	Receipt to Waleed Hamed
None	YUSF106511- YUSF106511	2002-08-16	\$5,000.00	Receipt to Waleed Hamed
None	YUSF106512- YUSF106512	2002-08-20	\$200.00	Receipt to Waleed Hamed
None	YUSF106513- YUSF106513	2002-08-22	\$3,000.00	Receipt to Waleed Hamed
None	YUSF101591- YUSF101591	2002-08-26	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101592- YUSF101592	2002-08-29	\$5,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101570- YUSF101570	2002-09-05	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101593- YUSF101593	2002-09-09	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101575- YUSF101575	2002-09-10	\$300.00	Hamed receipt to Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101636- YUSF101636	2002-09-11	\$1,200.00	Hamed receipt to Mufeed Hamed
None	YUSF101573- YUSF101573	2002-09-12	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101574- YUSF101574	2002-09-13	\$10.00	Hamed receipt to Mufeed Hamed
None	YUSF101638- YUSF101638	2002-09-14	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101637- YUSF101637	2002-09-14	\$300.00	Hamed receipt to Mufeed Hamed
None	YUSF101639- YUSF101639	2002-09-15	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101566- YUSF101566	2002-09-16	\$5,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101675- YUSF101675	2002-09-19	\$732.00	Hamed receipt for Mufeed Hamed
None	YUSF101643- YUSF101643	2002-09-22	\$1,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101567- YUSF101567	2002-09-25	\$2,500.00	Hamed receipt to Mufeed Hamed
None	YUSF101577- YUSF101577	2002-09-25	\$210.00	Hamed receipt to Mufeed Hamed
340-0001	HAMD595883- HAMD595883	2002-09-26	\$4,000.00	Receipt to Waleed Hamed signed by Waleed Hamed for \$4,000
None	YUSF101576- YUSF101576	2002-09-26	\$50.00	Hamed receipt to Mufeed Hamed
None	YUSF101568- YUSF101568	2002-09-26	\$5,000.00	Hamed receipt to Mufeed Hamed
None	YUSF106515- YUSF106515	2002-09-27	\$200.00	Receipt to Waleed Hamed
None	YUSF101644- YUSF101644	2002-09-28	\$500.00	Hamed receipt to Mufeed Hamed
None	YUSF101569- YUSF101569	2002-10-01	\$2,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101673- YUSF101673	2002-10-10	\$3,000.00	Hamed receipt for Mufeed Hamed
None	YUSF101635- YUSF101635	2002-10-17	\$3,000.00	Hamed receipt to Mufeed Hamed
None	YUSF101677- YUSF101677	2002-10-24	\$60.00	Hamed receipt for Mufeed Hamed
None	YUSF101660- YUSF101660	2002-11-01	\$500.00	Hamed receipt for Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF101631- YUSF101631	2002-12-12	\$471.00	Hamed receipt to Mufeed Hamed
None	YUSF106497- YUSF106497	2003-06-23	\$5,000.00	Receipt to Waleed Hamed
None	YUSF101632- YUSF101632	2004-12-21	\$300.00	Hamed receipt to Mufeed Hamed

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
159-0480	HAMD593177- HAMD593178	1997-12-28	\$0.00	Summary of STT receipts from 12/27/96 - 12/28/97
159-0477	HAMD593179- HAMD593181	1998-12-31	\$0.00	Summary of STT receipts from 1/20/98-12/31/98
159-0600	HAMD255290- HAMD255291	1999-12-31	\$0.00	STT summary of receipts from 1/11/99 - 12/31/99
069 -0694	HAMD593188- HAMD593189	2000-12-26	\$0.00	Summary of STT Receipts from 1/5/00 - 12/26/00
449-1453	HAMD212927- HAMD212928	2001-03-29	\$445.50	Yusuf receipt to Yusuf Yusuf Signed by: Yusuf Yusuf
449-1448	HAMD212922- HAMD212922	2001-03-31	\$1,135.00	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor, for repairs on building for United Corporation Signed by: Yusuf Yusuf and Juan Rosario Written by: Yusuf Yusuf
449-1626	YUSF106673- YUSF106673	2001-04-02	\$1,000.00	For Juan rosario (contractor), written by yufus, initials are yufus and signed on the bottom by juan rosario.
449-0480	HAMD211926- HAMD211926	2001-04-19	\$500.00	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor - payment for materials for United Corporation Signed by: Not signed Written by: Yusuf Yusuf
449-0503	HAMD211949- HAMD21194	2001-04-25	\$400.00	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor, for Yusuf Yusuf's house repair Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-1651	HAMD213130- HAMD213130	2001-04-25	\$400.00	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor, for house repair to Yusuf Yusuf's house Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-1463	HAMD212939- HAMD212939	2001-04-26	\$4,260.00	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor, for repairs to United shopping plaza Signed by: Yusuf Yusuf and Juan Rosario Written by: Yusuf Yusuf

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-0439	HAMD211883- HAMD211886	2001-04-30	\$134.89	Yusuf receipt to Yusuf Yusuf For: Appears to be personal items, but could be store also Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-1406	HAMD212877- HAMD212877	2001-05-01	\$305.00	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor, for United Corporation shopping plaza materials Signed by: Yusuf Yusuf and Juan Rosario Written by: Unknown
449-1434	HAMD212907- HAMD212907	2001-05-09	\$400.00	Yusuf receipt to Yusuf Yusuf For: Water for Yusuf Yusuf's house Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-0447	HAMD211891- HAMD211891	2001-05-10	\$500.00	Yusuf receipt to Yusuf Yusuf For: Loan for the brother of the owner of Best Furniture, Akil A Husscin Signed by: Yusuf Yusuf and Akil A Husscin Written by: Unknown
449-1414	HAMD212887- HAMD212891	2001-05-10	\$510.00	Yusuf receipt to Yusuf Yusuf For: House materials. Money came from the safe from behind the service counter (called the backsafe) Signed by: Yusuf Yusuf and Juan Rosario Written by: Unknown
449-1676	HAMD213155- HAMD213155	2001-05-10	\$700.00	Yusuf receipt to Yusuf Yusuf For: Loan (unknown to whom or by whom) Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-0141	HAMD211578- HAMD211578	2001-05-14	\$60.00	Yusuf receipt to Yusuf Yusuf For: Al (no other info is known) Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-1498	HAMD212973- HAMD212974	2001-05-23	\$17.97	Yusuf receipt to Yusuf Yusuf For: Carib Home center for foam sealant Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-1319	HAMD212787- HAMD212787	2001-05-30	\$1,763.55	Yusuf receipt to Yusuf Yusuf For: Unknown Signed by: Yusuf Yusuf Written by: Unknown

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-0975	HAMD212431- HAMD212431	2001-06-13	\$275.00	Yusuf receipt to Yusuf Yusuf For: Money to Yusuf Yusuf's younger brother, Zayed Yusuf Signed by: Mufeed Hamed Written by: Unknown
449-0967	HAMD212423- HAMD212423	2001-06-14	\$500.00	Yusuf receipt to Yusuf Yusuf For: brother of the owner of Best Furniture, Akil Husscin. Signed by: Not signed, but initialed by Yusuf Yusuf
449-1632	HAMD213111- HAMD213111	2001-06-20	\$1,500.00	Yusuf receipt to Yusuf Yusuf For: Loan from Yusuf Yusuf to Ala (perhaps a cousin) Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-1623	HAMD213102- HAMD213102	2001-06-24	\$1,000.00	Yusuf receipt to Yusuf Yusuf For: Yusuf loan (don't know what the loan was for or who it was to) Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-0539	HAMD211985- HAMD211985	2001-06-25	\$100.00	Yusuf receipt to Yusuf Yusuf For: Garfield, contractor, to repair shopping center Signed by: G. St. Ange Written by: Unknown
449-0803	HAMD212257- HAMD212257	2001-06-30	\$90.00	Yusuf receipt to Yusuf Yusuf For: Garfield, contractor, to install warehouse doors on a new bay Signed by: Yusuf Yusuf Written by: Unknown
449-1624	HAMD213103- HAMD213103	2001-07-05	\$136.92	Yusuf receipt to Yusuf Yusuf For: Garfield, contractor, for shopping center roofing Signed by: Unsigned Written by: Unknown
449-1199	HAMD212659- HAMD212659	2001-07-08	\$49.98	Yusuf receipt to Yusuf Yusuf For: Materials for United shopping plaza. Shows received by A. St. Ange Signed by: Yusuf Yusuf Written by: Unknown
449-1231	HAMD212696- HAMD212696	2001-07-20	\$1,004.45	Yusuf receipt to Yusuf Yusuf For: Juan Rosario, contractor Signed by: Juan Rosario and initialed by Yusuf Yusuf Written by: Yusuf Yusuf
449-1604	HAMD213083- HAMD213083	2001-07-25	\$900.00	Yusuf receipt to Yusuf Yusuf For: 2 week payed out Written by: Yusuf Yusuf

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
449-0977	HAMD212433- HAMD212433	2001-08-16	\$280.67	Yusuf receipt to Fathi Yusuf For: 267.3 gallons of diesel fuel Signed by: Fathi Yusuf Written by: Unknown
069-0483	HAMD593190- HAMD593191	2001-09-08	\$18,837.40	Summary of STT receipts from 1/3/01 - 9/18/01
069-0308	HAMD580428- HAMD580431	2001-10-13	\$593,298.27	Summary of Yusuf House from 5/2/99 - 10/13/01
254-0462	HAMD428976- HAMD428976	2001-10-19	\$52,233.00	Yusuf receipt to Maher Yusuf
	HAMD594676- HAMD594676	2003-04-15	\$92,077.00	Yusuf receipt made out to Maher Yusuf
	HAMD594275- HAMD594275	2003-09-13	\$900.00	Trackhoe house receipt for \$750
	HAMD594283- HAMD594283	2012-01-28	\$2,000.00	Yusuf receipt for \$2,000 -- loan to Maher Yusuf Yusuf receipt to Yusuf Yusuf For: Garfield, contractor, for shopping center roofing Signed by: Yusuf Yusuf Written by: Yusuf Yusuf
449-0525	HAMD211971- HAMD211971	NA	\$150.00	
None	HAMD595221- HAMD595221	NA	\$6,300.50	Receipt from Najeh Yusuf

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	HAMD595671- HAMD595671	2002-08-07	\$30,000.00	18603 Check to Waleed Hamed signed by Waleed Hamed for \$30,000 written on the Scotiabank Plaza Extra account
None	HAMD595672- HAMD595672	2002-09-03	\$20,000.00	18854 Check to Waleed Hamed signed by Waleed Hamed for \$20,000 written on the Scotiabank Plaza Extra account
None	HAMD595673- HAMD595673	2002-09-27	\$20,000.00	19192 Check to Waleed Hamed signed by Waleed Hamed for \$20,000 written on the Scotiabank Plaza Extra account
None	HAMD595674- HAMD595674	2002-10-04	\$20,000.00	19259 Check to Waleed Hamed signed by Waleed Hamed for \$20,000 written on the Scotiabank Plaza Extra account
None	HAMD595675- HAMD595675	2002-11-05	\$20,000.00	19545 Check to Waleed Hamed signed by Waleed Hamed for \$20,000 written on the Scotiabank Plaza Extra account

None	HAMD595676- HAMD595676	2002-12-09	\$25,000.00	19958 Check to Waleed Hamed signed by Waleed Hamed for \$25,000 written on the Scotiabank Plaza Extra account
Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	YUSF100912- YUSF100912	2012-08-15	\$2,784,706.25	\$2.7 million check to United Corporation signed by Fathi Yusuf and Yusuf Yusuf
Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	HAMD592648- HAMD592648	2001-11-09	\$20,000.00	Check 11114 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592649- HAMD592650	2002-06-09	\$50,000.00	Check 12187 written to Fathi Yusuf and signed by Fathi Yusuf for \$50,000 on Plaza Extra Scotiabank account
None	HAMD592651- HAMD592651	2002-07-23	\$115,150.00	Check No. 12419 written on Plaza Extra Scotiabank account to the Bank of Nova Scotia signed by Fathi Yusuf
None	HAMD592667R- HAMD592668R	2002-09-15	\$20,050.00	Check No. 12692 written on Plaza Extra Scotiabank account to Scotiabank signed by Fathi Yusuf
None	HAMD592669- HAMD592669	2002-09-23	\$150,080.00	Check No. 19115 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592652- HAMD592653	2002-10-03	\$50,000.00	Check No. 12813 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592670- HAMD592671	2002-10-21	\$100,055.00	Check No. 12944 written on Plaza Extra Scotiabank account to Scotiabank signed by Fathi Yusuf
None	HAMD592670- HAMD592671	2002-10-24	\$100,055.00	Check No. 12977 written on Plaza Extra Scotiabank account to Scotiabank
None	HAMD592654- HAMD592654	2002-11-20	\$6,010.00	Check No. 13145 written on Plaza Extra Scotiabank account to the Bank of Nova Scotia signed by Fathi Yusuf
None	HAMD592655- HAMD592656	2002-12-23	\$25,000.00	Check No. 13356 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592672- HAMD592672	2003-07-07	\$25,000.00	Check No. 14509 written on Plaza Extra Scotiabank account to Negeh Yusuf

Criminal**Case****Bates
No.****Hamed v Yusuf
Bates No.****Date****Amount of
Receipt****Description**

Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	HAMD592673- HAMD592673	2003-07-14	\$25,000.00	Check No. 14564 to Najeh Yusuf for \$25,000, written on Plaza Extra Scotiabank checking account
None	HAMD592657- HAMD592657	2003-07-14	\$23,114.00	Check No. 14560 written on Plaza Extra Scotiabank account to Scotiabank signed by Fathi Yusuf
None	HAMD592674- HAMD592674	2003-07-30	\$25,000.00	Check No. 14643 written on Plaza Extra Scotiabank account to Nejah Yusuf
None	HAMD592675- HAMD592675	2003-08-20	\$25,000.00	Check No. 14787 written on Plaza Extra Scotiabank account to Najeh Yusuf
None	HAMD592676- HAMD592676	2003-09-08	\$25,000.00	Check No. 14889 written on Plaza Extra Scotiabank account to Najeh Yusuf
None	HAMD592658- HAMD592658	2003-09-15	\$25,000.00	Check No. 14922 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592659- HAMD592659	2004-02-19	\$12,213.45	Check No. 15626 written on Plaza Extra Scotiabank account to Najeh Yusuf and signed by Fathi Yusuf
None	HAMD592660- HAMD592660	2004-05-20	\$25,000.00	Check No. 15765 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592660- HAMD592660	2004-06-14	\$25,000.00	Check No. 15819 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592677- HAMD592678	2004-07-05	\$25,000.00	Check No. 15857 written on Plaza Extra Scotiabank account to Fathi Yusuf
None	HAMD592677- HAMD592678	2004-07-08	\$908.40	Check No. 15868 written on Plaza Extra Scotiabank account to Fathi Yusuf
None	HAMD592661- HAMD592661	2004-07-19	\$14,000.00	Check No. 15891 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592662- HAMD592662	2004-07-29	\$25,000.00	Check No. 15921 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592662- HAMD592662	2004-08-10	\$25,000.00	Check No. 15943 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592663- HAMD592663	2004-08-30	\$25,000.00	Check No. 15975 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf

Criminal**Case**

Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Receipt	Description
None	HAMD592663- HAMD592663	2004-09-20	\$25,000.00	Check No. 16009 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592664- HAMD592664	2004-09-24	\$25,000.00	Check No. 16026 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592664- HAMD592664	2004-10-06	\$10,000.00	Check No. 16039 written on Plaza Extra Scotiabank account to Fathi Yusuf and signed by Fathi Yusuf
None	HAMD592679- HAMD592679	2004-10-21	\$25,000.00	Check No. 16062 written on Plaza Extra Scotiabank account to Najeh Yusuf
None	HAMD592680- HAMD592680	2004-11-03	\$25,000.00	Check No. 16084 written on Plaza Extra Scotiabank account to Najeh Yusuf

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Property	Description
None	HAMD583991- HAMD583991	NA	\$802,966.00	Dorthea property calculation

Criminal Case Bates No.	Hamed v Yusuf Bates No.	Date	Amount of Bank Account	Description
None	HAMD200103- HAMD200103	2012-08-15	\$44,355.00	50% St. Maarten bank account
None	HAMD200103- HAMD200103	2012-08-15	\$44,969.00	50% Cairo Amman Bank bank account

**Exhibit 3 - John Gaffney Testimony (Preliminary Injunction, 1/31/2013 and
Deposition, 04/03/2014) and Responses to Interrogatories Regarding the State
of United and Plaza Extras' Financials**

2. Exhibit B – January 31, 2013 Preliminary Injunction Hearing of John Gaffney:

John Gaffney's Accounting Credentials

Mr. Gaffney stated that he has spent approximately 15 to 20 years in public accounting.

(p. 65:21-22)

Q [DiRuzzo]. . . . And what about your professional experience? . . .

(p. 66:18-22)

Q And, sir, how many years have you spent in public accounting?

A Well, I've been in an out of private accounting, but I've spent probably about 15 to 20 years in public.

Mr. Gaffney noted that he spent 15 years in private accounting.

(p. 65:21-22)

Q [DiRuzzo]. . . . And what about your professional experience? . . .

(p. 66:23-24)

Q What about the private accounting?

A [John Gaffney] Private accounting another 15 years.

Mr. Gaffney stated that he was certified as a public accountant in 1975 in Florida. His license was active for six years.

(p. 65:21-22)

Q [DiRuzzo]. . . . And what about your professional experience? . . .

(p. 67:4-12)

Q And were you previously a certified public accountant?

A [John Gaffney] Yes, I was. I got certified in 1975.

Q And you held a license -- or what jurisdiction issued you that license as a certified public accountant?

A Florida.

Q And how long was that license active for?

A It was active for six years.

John Gaffney's opinion of the result of an audit of United's Financials on January 31, 2013

Mr. Gaffney stated that if a C.P.A. firm came into do an audit of the United financials, it probably would have cost \$500,000 and resulted in either a no opinion or an adverse opinion.

(p. 70:15-17)

Q [DiRuzzo]. . . . Now, sir, when you arrived and started working for United Corporation, what did you initially observe? . . .

(p. 81:20-25)

Q . . . Sir, are you familiar with the phrase or term "audit report"?

A [John Gaffney] Yes.

Q What is that?

A Well, the audit report usually is the entire set of financial statements that's accompanied by an

(p. 82:1-8)

opinion from the outside C.P.A. firm.

Q And are there -- is there more than one type of opinion from a C.P.A. firm?

A Yes.

Q And can you describe what those opinions are?

A Well, there is a no opinion. There is an adverse opinion. Then there is, of course, favorable opinion, which is what everybody seeks. . . .

(p. 82:18-25)

Q So when you came in to United Corporation and started the work, how would you characterize the ability or the type of opinion that a C.P.A. firm would be able to render?

A Well, having been recently, having gone through the process recently and having spent \$250,000 on an audit, I can honestly say that we could have probably spent a half million dollars and probably

(p. 83:1-2)

wound up with either a no opinion or an adverse opinion.

Exhibit B - April 3, 2014 Deposition of John Gaffney, at page 25, line 15:

A. Well, a decision was made early on to set up separate accounting departments in each location. Prior to my coming here, there was only one accounting department over in St. Thomas. **The operations of East and West**

were rolled up in a series of about five journal entries in each location. They totally lacked controls. It was simply a bank analysis. They were being called bank reconciliations, but they were nothing more than bank analysis, and the income was being posted according to the deposits being made to the bank. If a deposit didn't make it, go to the bank, it didn't get reported as income. ---page 26-- So, essentially, the decision was made to put in a -- an accounting system in all three locations that would have the same system of controls, and the -- the most major thing that was implemented was the interface between Point of Sale and Peachtree.

Q. So you said early on that you were brought in pursuant to a court order, or something like that, to try to fix what I think you described it as pretty much a -- a total mess. Would that be true?

A. Yeah, it was pretty -- it was a pretty good description that it was a pretty total mess before.

. . .continuing at page 26, line 20:

Q. Okay. And do you know where -- where the -- where the accounting records were before -- you've given me 2012 and 2013, is that correct?

A. Correct, yeah.

Q. Okay. And do you have any idea where the accounting records are for 2002 through 2011? ---page 27--

A. Well, I know that there are accounting records over in the warehouse at St. Thomas. I've been up there, --

Q. Uh-huh.

A. -- and I got tired of looking for things, **because I couldn't really get anything that was too cohesive. Now, when I first came here, I was aware of being able to get financial statements that dated back to about 2005 and '6, but there was a hard drive crash, I believe it was December 17th, and Margie portrayed to me that she lost all her backups and everything in the process.** We restored the accounting system from a backup that I had made on December 11th, after a great deal of effort to try and get that backup made.

Q. And for what year did you restore it?

A. Well, the -- my backup was made on December 11th, 2012, and what happened was the crash occurred on the 17th. I think by the 18th it was restored, and then we had to reconstruct that week's work. And I was in Miami, or I was in Florida at the time.

Q. I guess what I'm asking is, was it just 2012 financials, or did it go back? Would, for instance, 2006 be on it?

A. There is some, there is some data in there. There's some general ledger data that goes back beyond two years. Sage maintains two years of detail, -- ---page 28--

Q. Uh-huh.

A. -- but there are some comparative numbers that -- that go back beyond that. And in -- in the 2012 the backup that I gave you, that contains -- that contains all of that information. Nothing has changed, and that remains static right now, because once 2012 was closed, I've kept those, and I've -- I've been diligent about making sure that those records stay alive.

Q. Those are comparison numbers. Those aren't the actual financial transactional records for years before that, is that correct?

A. Yeah. I mean, if I might look in here.

Q. Certainly.

A. I think there's -- do you have the 2012s restored in here?

Q. Yep.

A. Okay. I don't see the 2012s in here.

Q. Well, I -- I didn't bring it today.

A. Okay.

Q. It was brought from the CPA, so it's possible --

A. Okay. It seems to me, if my memory's correct, it seems to me I'm able to get comparative information that goes back to at least 2010.

Q. Okay. ---page 29--

A. If I do some comparative financial statements, I can get it at least through back to 2010.

Q. And your recollection is that the financial records before 2010 are in a warehouse?

A. The -- I'm hoping that there are hard copies of most of the records in the warehouse at St. Thomas. I did look for a lot of them after the crash, **when I was trying to find things, but I -- I didn't have a great deal of success.**

Q. Okay.

A. And I did find a -- spotty old backups on computers, but -- and I had to get help from Sage to -- to break through them, because they had old passwords and whatnot on them. **But I didn't get anything cohesive**, like I -- I had one old backup at East, and it was, you know, as far as I was concerned, East and West were just using it to process payroll and/or accounts payable, and it was being used much like a word processor. There was no integrity when it came to general ledgers or anything like that, or anything that would feed into a financial statement.

Exhibit B - Responses to Requests for Documents of September 19, 2013.

11. All documents showing the withdrawal of funds by any member of the Yusuf or Hamed families for the relevant time period from the funds generated by the three Plaza Extra Supermarkets, other than regular payroll checks.

Response to Request No. 11:

Documents are possibly in the possession of the U.S. Government.

12. All documents showing the accounting (or partial accounting) of funds withdrawn by any member of the Yusuf or Hamed families for the relevant time period from the funds generated by the three Plaza Extra Supermarkets, other than regular payroll checks.

Response to Request No. 12:

As testified by Maher Yusuf in the TRO, these documents were produced to Counsel for Plaintiff during informal Mediation. Other documents relating to this Request for Production of Document are possibly in possession of the U.S. Government, except for the August 26, 2013, Production of Documents (Bates #1 through Bates #111638) from the Criminal Case already provided on CDs.

Exhibit C - The 2/6/14 Hamed deficiency letter to Yusuf

Original Interrogatory 18. Describe all financial and accounting systems or records which contain, include or otherwise reflect transactions involving Plaza Extra Supermarkets for the years 2003 present other than those provided to Plaintiff as Sage 50 backup files.

ANSWER to ROG 18:

Yusuf objects to Interrogatory No. 18 because it is overly broad and unduly burdensome. Further responding, Yusuf shows that the testimony of the current controller John Gaffney, as set forth at the Injunction Hearing, can provide a more accurate description of the accounting methods both computer and paper utilized by United as to the operations of the Plaza Extra Stores. Hence, Yusuf incorporates by reference the testimony of Mr. Gaffney as his response to this Interrogatory.

ROG 24. For the years 2003 to date, describe all bonus points, rebates or other valuable transfers to Fathi Yusuf or his sons in which they personally paid for food products or other purchases for Plaza Extra Supermarkets with their own personal credit cards and kept the points or monetary rebates.

ANSWER to ROG 24:

Responding Party objects to this interrogatory as overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further responding, all miles, bonus points, rewards, etc., are the sole personal property of each cardholder.

Deficiency

This is an improper objection. Pursuant to Fed. R. Civ. P. 33(b)(3), "[e]ach interrogatory must, to the extent it is not objected to, be answered separately and fully in writing under oath," If an objection is made, "the grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure." Fed. R. Civ. P. 33(b)(4) (emphasis added). The purported "objections" are, therefore, not actually objections—as there is no specificity whatsoever. Further, if Defendant is claiming protection for a party or person from "annoyance, embarrassment, oppression, or undue burden or expense," the parties must confer to attempt to resolve the dispute without court action. If no resolution is achieved, the Defendant must make a motion under Fed. R. Civ. P. 26(c)(1) for a protective order.

2. Exhibit B – January 31, 2013 Preliminary Injunction Hearing of John Gaffney:

John Gaffney's Accounting Credentials

Mr. Gaffney stated that he has spent approximately 15 to 20 years in public accounting.

(p. 65:21-22)

Q [DiRuzzo]. . . . And what about your professional experience? . . .

(p. 66:18-22)

Q And, sir, how many years have you spent in public accounting?

A Well, I've been in an out of private accounting, but I've spent probably about 15 to 20 years in public.

Mr. Gaffney noted that he spent 15 years in private accounting.

(p. 65:21-22)

Q [DiRuzzo]. . . . And what about your professional experience? . . .

(p. 66:23-24)

Q What about the private accounting?

A [John Gaffney] Private accounting another 15 years.

Mr. Gaffney stated that he was certified as a public accountant in 1975 in Florida. His license was active for six years.

(p. 65:21-22)

Q [DiRuzzo]. . . . And what about your professional experience? . . .

(p. 67:4-12)

Q And were you previously a certified public accountant?

A [John Gaffney] Yes, I was. I got certified in 1975.

Q And you held a license -- or what jurisdiction issued you that license as a certified public accountant?

A Florida.

Q And how long was that license active for?

A It was active for six years.

John Gaffney's opinion of the result of an audit of United's Financials on January 31, 2013

Mr. Gaffney stated that if a C.P.A. firm came into do an audit of the United financials, it probably would have cost \$500,000 and resulted in either a no opinion or an adverse opinion.

(p. 70:15-17)

Q [DiRuzzo]. . . . Now, sir, when you arrived and started working for United Corporation, what did you initially observe? . . .

(p. 81:20-25)

Q . . . Sir, are you familiar with the phrase or term "audit report"?

A [John Gaffney] Yes.

Q What is that?

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opinion from the outside C.P.A. firm.

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

MOHAMMED HAMED By His)	CIVIL NO. SX-12-CV-370
Authorized Agent WALEED HAMED,)	
	)	ACTION FOR DAMAGES
Plaintiff,	)	INJUNCTIVE AND
	)	DECLARATORY RELIEF
v.)	
)	
FATHI YUSUF and UNITED)	
CORPORATION,)	
	)	JURY TRIAL DEMANDED
Defendants.)	
)	

Thursday, January 31, 2013
Kingshill, VI 00850

The above-entitled action came on for Hearing on a TRO, before the Honorable DOUGLAS A. BRADY, Judge, in Courtroom Number 211, commencing at approximately 9:12 a.m.

SANDRA HALL
REGISTERED PROFESSIONAL REPORTER
OFFICIAL COURT REPORTER II
(340) 778-9750 EXT. 6701

A P P E A R A N C E S:

ON BEHALF OF THE PLAINTIFF:

JOEL H. HOLT, ESQ.
Law Offices of Joel H. Holt.
2132 Company Street, Suite 2
St. Croix, VI 00820
(340) 773-8709
holtvi@aol.com

CARL J. HARTMANN, III, ESQ.
5000 Estate Coakley Bay, L6
St. Croix, VI 00820
340-642-4422
Carl@carlhartmann.com

ON BEHALF OF THE DEFENDANT:

CHRISTOPHER M. DAVID, ESQ.
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd Floor
Miami, FL 33131
305-350-5690
cdavid@fuerstlaw.com

JOSEPH A. DIRUZZO, III, ESQ.
Fuerst Ittleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd Floor
Miami, FL 33131
305-350-5690
jdiruzzo@fuerstlaw.com

Also present:

K. GLENDA CAMERON, ESQ.
Law Offices of K. G. Cameron
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820
340-773-3444
kglenda@cameronlawvi.com

1 S-O-E-F-F-I-N-G.

2 **JOHN GAFFNEY,**

3 having been called as a witness, and having been first
4 duly sworn by the clerk of the court, was examined and
5 testified, as follows:

6 **DIRECT EXAMINATION**

7 BY MR. DIRUZZO:

8 Q Good morning, sir.

9 A Good morning.

10 Q Could you please state your name spelling your
11 last name?

12 A John Gaffney. G-A-F-F-N-E-Y.

13 Q And, sir, what is your current job occupation?

14 A I work for United Corporation. I am kind of a
15 controller.

16 Q Okay. Sir, why don't we start off with your
17 education. Could you briefly tell us about your
18 education?

19 A I have a BSBA in accounting from University of
20 Florida, 1973.

21 Q Okay. And what about your professional
22 experience?

23 A When I graduated, I went to work for a Big
24 Eight accounting firm called Haskins & Sells.

25 Q And, sir, could you spell that for the court

1 ~~reporter?~~

2 A Haskins & Sells, H-A-S-K-I-N-S & S-E-L-L-S.
3 Our international name was Delloitte Haskins & Sells
4 and they merged.

5 Q And, sir, is that accounting firm currently
6 known at Delloitte & Touche?

7 A Yes, it is.

8 Q Okay. And how long did you spend at Haskins &
9 Sells?

10 A Three years in the audit department, three and
11 a half years.

12 Q And after your tenure there, what did you do
13 next?

14 A I went out and began a practice of my own in
15 the late 70s.

16 Q And your practice consisted of?

17 ~~A It was primarily geared to tax work.~~

18 Q Okay. And, sir, how many years have you spent
19 in public accounting?

20 A Well, I've been in an out of private
21 accounting, but I've spent probably about 15 to 20
22 years in public.

23 Q What about the private accounting?

24 A Private accounting another 15 years.

25 ~~Q And do you have experience as -- well, are you~~

1 ~~currently a certified public accountant?~~

2 A No. I let my license expire. I went inactive
3 in the mid-80s.

4 Q And were you previously a certified public
5 accounting?

6 A Yes, I was. I got certified in 1975.

7 Q And you held a license -- or what jurisdiction
8 issued you that license as a certified public
9 accountant?

10 A Florida.

11 Q And how long was that license active for?

12 A It was active for six years.

13 Q Sir, do you have any experience in retail
14 accounting?

15 A Yes, I do.

16 Q Why don't you tell us about that experience?

17 A For about ten years I was part owner of a
18 retail operation in Florida. We had sixteen stores;
19 fifteen stores in Florida, one in Georgia.

20 Q Okay. Now, sir, have you ever worked for a
21 company known as Kazi Management?

22 A Yes, I have.

23 Q And what was your capacity? What were you
24 doing for Kazi Management?

25 A I was the director of finance for them.

1 ~~financial statements. Are you familiar with those?~~

2 A Yes.

3 Q And, sir, when a certified public accountant
4 audits the management's financial statements, what do
5 they do?

6 A Well, there is an awful lot of analytic review
7 being done today. In earlier times there was an awful
8 lot of selection that was done to verify things at, you
9 know, to a source document. If, for instance, you
10 wanted to verify the validity of a particular expense,
11 you would actually make that selection beginning at the
12 general ledger and drilling down into, let's say, the
13 purchases journal. And then what you would do is you
14 would examine the invoice for that purchase to
15 determine the validity of it.

16 Income on the other hand was typically audited
17 from the standpoint of determining where it begins, and
18 it actually goes kind of opposite direction, but in a
19 store in a retail operation it's always the P.O.S.

20 Q Okay. Sir, are you familiar with the phrase
21 or term "audit report"?

22 A Yes.

23 Q What is that?

24 A Well, the audit report usually is the entire
25 set of financial statements that's accompanied by an

1 opinion from the outside C.P.A. firm.

2 Q And are there -- is there more than one type
3 of opinion from a C.P.A. firm?

4 A Yes.

5 Q And can you describe what those opinions are?

6 A Well, there is a no opinion. There is an
7 adverse opinion. Then there is, of course, favorable
8 opinion, which is what everybody seeks.

9 ~~Q Okay. Let's talk about an adverse opinion.
10 What is adverse opinion?~~

11 ~~A An adverse opinion is basically where a
12 C.P.A. firms comes in, attempts to conduct work and
13 can't form a conclusion as to the fair presentation of
14 the financial statements.~~

15 ~~Q And what is no opinion?~~

16 ~~A A no opinion is there aren't sufficient books
17 and records to even begin.~~

18 Q So when you came in to United Corporation and
19 started the work, how would you characterize the
20 ability or the type of opinion that a C.P.A. firm would
21 be able to render?

22 A Well, having been recently, having gone
23 through the process recently and having spent \$250,000
24 on an audit, I can honestly say that we could have
25 probably spent a half million dollars and probably

1 wound up with either a no opinion or an adverse
2 opinion.

3 ~~Q Okay. Now, sir, with the work that you're~~
4 ~~performing, what is the goal, the end game so to speak~~
5 ~~of the work that the consulting with respect to audit~~
6 ~~is?~~

7 A Well, aside from establishing a descent -- a
8 good system of internal controls, it is to be able to
9 generate financial statements with very, very good
10 audit trails. Theoretically, I could see an audit, the
11 price of audit coming from what I just mentioned down
12 to \$50,000 with a good set of internal controls and
13 also audit trails.

14 Q So you're estimating the cost savings of
15 approximately 450,000 based on when the work that
16 you're performing is completed?

17 A Yes.

18 Q Sir, have you ever been asked by -- well, let
19 me go back. Are you familiar with any of the Hamed
20 brothers?

21 A Yes.

22 Q And have you ever talked to them?

23 A Yes.

24 Q Okay. Have you ever been asked by them to --
25 ~~for them -- or for you to deliver to them your work~~

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

MOHAMMED HAMED by His Authorized)
Agent WALEED HAMED,)
)
Plaintiff/Counterclaim Defendant,)
)
vs.) Case No. SX-12-CV-370
)
FATHI YUSUF and UNITED CORPORATION,)
)
Defendants/Counterclaimants,)
)
vs.)
)
WALEED HAMED, WAHEED HAMED, MUFEED)
HAMED, HISHAM HAMED, and PLESSSEN)
ENTERPRISES, INC.,)
)
Additional Counterclaim Defendants.)

THE VIDEOTAPED ORAL DEPOSITION OF JOHN GAFFNEY

was taken on the 3rd day of April, 2014, at the Law Offices
of Adam Hoover, 2006 Eastern Suburb, Christiansted,
St. Croix, U.S. Virgin Islands, between the hours of
3:14 p.m. and 4:41 p.m., pursuant to Notice and Federal
Rules of Civil Procedure.

Reported by:

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

APPEARANCES**A-P-P-E-A-R-A-N-C-E-S****For the Plaintiff/Counterclaim Defendant:**

Law Offices of
Joel H. Holt
2132 Company Street
Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Joel H. Holt

and

Law Offices of
Carl Hartmann, III
5000 Estate Coakley Bay, #L6
Christiansted, U.S. Virgin Islands 00820

By: Carl Hartmann, III

For the Defendant/Counterclaimants

Law Offices of
Dudley, Topper & Feuerzeig
P.O. Box 756
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804

By: Gregory H. Hodges

Cheryl L. Haase
(340) 773-8161

APPEARANCES

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For Waleed Hamed:

Law Offices of
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824

By: Mark W. Eckard

For Fathi Yusuf:

Law Offices of
K. Glenda Cameron
2006 Eastern Suburb, Suite 101
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: K. Glenda Cameron

Also Present:

Josiah Wynans, Videographer
Hatim Yusuf, Interpreter
Kim Japinga
Waleed Hamed
Hisham Hamed
Mufeed Hamed
Maher Yusuf
Fathi Yusuf

Cheryl L. Haase
(340) 773-8161

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1 no way that when additional information is added after it's
2 been given to me, that additional information appears to me,
3 is there?

4 **A.** No, just only a new backup.

5 **Q.** Yeah. So every day that I use it for those thirty
6 days, it's another day out of date?

7 **A.** Yeah. Oh, yeah. I see what you're saying.

8 **Q.** Yes.

9 **A.** Yes. Okay.

10 **Q.** Okay. Thank you.

11 **A.** Now I understand, yeah.

12 **Q.** Okay. And could you explain to me, you said the
13 system uses three different data files. Could you explain
14 just basically what that's about?

15 **A.** Well, a decision was made early on to set up
16 separate accounting departments in each location. Prior to
17 my coming here, there was only one accounting department
18 over in St. Thomas. The operations of East and West were
19 rolled up in a series of about five journal entries in each
20 location. They totally lacked controls. It was simply a
21 bank analysis. They were being called bank reconciliations,
22 but they were nothing more than bank analysis, and the
23 income was being posted according to the deposits being made
24 to the bank. If a deposit didn't make it, go to the bank,
25 it didn't get reported as income.

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(340) 773-8161

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1 So, essentially, the decision was made to put
2 in a -- an accounting system in all three locations that
3 would have the same system of controls, and the -- the most
4 major thing that was implemented was the interface between
5 Point of Sale and Peachtree.

6 **Q.** So you said early on that you were brought in
7 pursuant to a court order, or something like that, to try to
8 fix what I think you described it as pretty much a -- a
9 total mess.

10 Would that be true?

11 **A.** Yeah, it was pretty -- it was a pretty good
12 description that it was a pretty total mess before.

13 **Q.** And you --

14 **A.** I'm not saying that it was -- it didn't have any
15 integrity. It did have integrity.

16 **Q.** Uh-huh.

17 **A.** It's just that it lacked controls.

18 **Q.** Okay. And was it accurate?

19 **A.** I'd say fairly accurate.

20 **Q.** Okay. And do you know where -- where the -- where
21 the accounting records were before -- you've given me 2012
22 and 2013, is that correct?

23 **A.** Correct, yeah.

24 **Q.** Okay. And do you have any idea where the
25 accounting records are for 2002 through 2011?

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1 **A.** Well, I know that there are accounting records
2 over in the warehouse at St. Thomas. I've been up there, --

3 **Q.** Uh-huh.

4 **A.** -- and I got tired of looking for things, because
5 I couldn't really get anything that was too cohesive.

6 Now, when I first came here, I was aware of
7 being able to get financial statements that dated back to
8 about 2005 and '6, but there was a hard drive crash, I
9 believe it was December 17th, and Margie portrayed to me
10 that she lost all her backups and everything in the process.

11 We restored the accounting system from a
12 backup that I had made on December 11th, after a great deal
13 of effort to try and get that backup made.

14 **Q.** And for what year did you restore it?

15 **A.** Well, the -- my backup was made on December 11th,
16 2012, and what happened was the crash occurred on the 17th.
17 I think by the 18th it was restored, and then we had to
18 reconstruct that week's work. And I was in Miami, or I was
19 in Florida at the time.

20 **Q.** I guess what I'm asking is, was it just 2012
21 financials, or did it go back? Would, for instance, 2006 be
22 on it?

23 **A.** There is some, there is some data in there.
24 There's some general ledger data that goes back beyond two
25 years. Sage maintains two years of detail, --

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(340) 773-8161

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1 Q. Uh-huh.

2 A. -- but there are some comparative numbers that --
3 that go back beyond that.

4 And in -- in the 2012 the backup that I gave
5 you, that contains -- that contains all of that information.
6 Nothing has changed, and that remains static right now,
7 because once 2012 was closed, I've kept those, and I've --
8 I've been diligent about making sure that those records stay
9 alive.

10 Q. Those are comparison numbers. Those aren't the
11 actual financial transactional records for years before
12 that, is that correct?

13 A. Yeah. I mean, if I might look in here.

14 Q. Certainly.

15 A. I think there's -- do you have the 2012s restored
16 in here?

17 Q. Yep.

18 A. Okay. I don't see the 2012s in here.

19 Q. Well, I -- I didn't bring it today.

20 A. Okay.

21 Q. It was brought from the CPA, so it's possible --

22 A. Okay. It seems to me, if my memory's correct, it
23 seems to me I'm able to get comparative information that
24 goes back to at least 2010.

25 Q. Okay.

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(340) 773-8161

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1 **A.** If I do some comparative financial statements, I
2 can get it at least through back to 2010.

3 **Q.** And your recollection is that the financial
4 records before 2010 are in a warehouse?

5 **A.** The -- I'm hoping that there are hard copies of
6 most of the records in the warehouse at St. Thomas. I did
7 look for a lot of them after the crash, when I was trying to
8 find things, but I -- I didn't have a great deal of success.

9 **Q.** Okay.

10 **A.** And I did find a -- spotty old backups on
11 computers, but -- and I had to get help from Sage to -- to
12 break through them, because they had old passwords and
13 whatnot on them. But I didn't get anything cohesive, like
14 I -- I had one old backup at East, and it was, you know, as
15 far as I was concerned, East and West were just using it to
16 process payroll and/or accounts payable, and it was being
17 used much like a word processor. There was no integrity
18 when it came to general ledgers or anything like that, or
19 anything that would feed into a financial statement.

20 ~~**Q.** Okay. Now, in the -- let's use the 2013 year that~~
21 ~~you supplied on January 5th, 2014.~~

22 You said, sort of off the bat, it -- it
23 lagged in certain areas, such as accounts payable and
24 securities for a couple of months. Beyond that, is there
25 any other major financial data related to the Plaza Extra

Cheryl L. Haase
(340) 773-8161

CARL J. HARTMANN III
ATTORNEY-AT-LAW
5000 ESTATE COAKLEY BAY, L-6
CHRISTIANSTED, VI 00820

ADMITTED
NM & USVI

TELEPHONE
(340) 719-8941

EMAIL
CARL@CARLHARTMANN.COM

February 5, 2014

Nizar A. DeWood, Esq.
The Dewood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

By Email Only

Greg H. Hodges, Esq.
Dudley, Topper and Feuerzeig, LLP
Law House
1000 Fredericksberg Gade
P. O. Box 756
St. Thomas, VI 00804

By Email Only

RE: Rule 37 Deficiencies: *Hamed v. Yusuf*, 2012-CV-370
Corrected Responses to Plaintiff's Request for
Production of Documents and Interrogatories

Dear Counsel:

My client received Defendant Yusuf's Corrected Responses to Plaintiff's Request for the Production of Documents on January 9, 2014 and Defendant Yusuf's Answers to Plaintiff's Interrogatories to Defendant: First Set, on December 27, 2013. ~~After reviewing the responses and objections, my client has identified the following deficiencies -- and requests an opportunity to confer to correct those deficiencies pursuant to Rule 37 during the second week of February 10, 2014. Would you please let me know what dates during that week work for a telephonic "meet and confer" on the following issues.~~

General Objections to the Request for Production of Documents

General Objection 2. Yusuf objects to each request to the extent it seeks the production of documents or information protected by the attorney-client, work product or other privileges. Only non-privileged documents, or portions thereof, will be produced.

ROG 16. Since 1990, have you ever notified any brokerage firm or trader to close any account (whether in your name or not) because of losses in trading stocks, future options or other securities? If so, please state:

- a) the name of all such accounts and what firm held such accounts;
- b) the total losses incurred by you (please estimate if the exact amount is not known);
- c) the years in which the losses occurred;
- d) the name of the person or entity on each account;
- e) the person authorized to trade each such account.

ANSWER to ROG 16:

Yusuf objects to Interrogatory No. 16 in that it is compound, irrelevant, overly broad, burdensome, and calls for information not reasonably calculated to the discovery of admissible evidence.

Deficiency

This is an improper objection. Pursuant to Fed. R. Civ. P. 33(b)(3), "[e]ach interrogatory must, to the extent it is not objected to, be answered separately and fully in writing under oath." If an objection is made, "the grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure." Fed. R. Civ. P. 33(b)(4) (emphasis added). The purported "objections" are, therefore, not actually objections—as there is no specificity whatsoever. Further, if Defendant is claiming protection for a party or person from "annoyance, embarrassment, oppression, or undue burden or expense," the parties must confer to attempt to resolve the dispute without court action. If no resolution is achieved, the Defendant must make a motion under Fed. R. Civ. P. 26(c)(1) for a protective order.

ROG 18. Describe all financial and accounting systems or records which contain, include or otherwise reflect transactions involving Plaza Extra Supermarkets for the years 2003 present other than those provided to Plaintiff as Sage 50 backup files.

ANSWER to ROG 18:

Yusuf objects to Interrogatory No. 18 because it is overly broad and unduly burdensome. Further responding, Yusuf shows that the testimony of the current controller John Gaffney, as set forth at the Injunction Hearing, can provide a more accurate description of the accounting methods both computer and paper utilized by United as to the operations of the Plaza Extra Stores. Hence, Yusuf incorporates by reference the testimony of Mr. Gaffney as his response to this Interrogatory.

ROG 24. For the years 2003 to date, describe all bonus points, rebates or other valuable transfers to Fathi Yusuf or his sons in which they personally paid for food products or other purchases for Plaza Extra Supermarkets with their own personal credit cards and kept the points or monetary rebates.

ANSWER to ROG 24:

Responding Party objects to this interrogatory as overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Further responding, all miles, bonus points, rewards, etc., are the sole personal property of each cardholder.

Deficiency

This is an improper objection. Pursuant to Fed. R. Civ. P. 33(b)(3), "[e]ach interrogatory must, to the extent it is not objected to, be answered separately and fully in writing under oath," If an objection is made, "the grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure." Fed. R. Civ. P. 33(b)(4) (emphasis added). The purported "objections" are, therefore, not actually objections—as there is no specificity whatsoever. Further, if Defendant is claiming protection for a party or person from "annoyance, embarrassment, oppression, or undue burden or expense," the parties must confer to attempt to resolve the dispute without court action. If no resolution is achieved, the Defendant must make a motion under Fed. R. Civ. P. 26(c)(1) for a protective order.

Please let me know what day you are available to meet and confer during the week of

Sincerely,

A handwritten signature in cursive script, reading "Carl J. Hartmann", written in black ink. The signature is positioned above a solid horizontal line.

Carl J. Hartmann

cc: Joel H. Holt, Esq.

Exhibit 4 - Documents in the Criminal Case (*United States et. al., v Fathi Yusuf, et. al.*, criminal no. 2005-15F/B) Obtained by the FBI During the FBI Raid (as Supplied to Plaintiff by Defendants on August 1, 2013)

Note: the 881 page index and documents of the discovery items and description from Defendants' Initial Rule 26 Disclosures are incorporated herein, but are not attached as a part of this exhibit

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

MOHAMMAD HAMED, by his
authorized agent, WALEED HAMED,

Plaintiffs,

v.

FATHI YUSUF and UNITED CORPORATION,

Defendants.

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CIVIL NO. SX-12-CV-370

DEFENDANTS' INITIAL RULE 26 DISCLOSURES

Defendants FATHI YUSUF and UNITED CORPORATION, through undersigned counsel, pursuant to Fed. R. Civ. P. 26(a)(1)(A), provides the following:

(i) Defendants' witnesses:

1. Plaintiff;
2. Plaintiff's agents;
3. Wally Hamed;
4. Willy Hamed;
5. Mafi Hamed;
6. Shawn Hamed;
7. Plaintiff's accountant/tax return preparer;
8. Fathi Yusuf;
9. Mike Yusuf;
10. Nejeh Yusuf;
11. Yusuf Yusuf;
12. Zeyad Yusuf;
13. Syaid Yusuf;

Hameds v. Yusuf, CIVIL NO. SX-12-CV-370
Defendants' Initial Rule 26 Disclosures

14. Pablo O'Neil;
15. John Gaffney;
16. Ayman al Khalid;
17. Wadda Charriez;
18. Kareema Dorsette;
19. Corporate representative for Tutu Park Limited;
20. Ron Soluri, CPA;
21. Howard Epstein, CPA;
22. Randy Andreozzi, Esq.;
23. Gordon Rhea, Esq.;
24. Pam Colon, Esq.;
25. Corporate Representative for Banco Popular;
26. Corporate Representative for 5H;
27. Corporate Representative for Marina Market;
28. All of the witnesses identified by the Plaintiff.

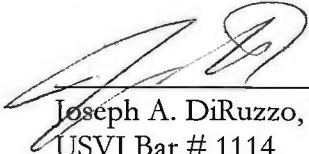
(ii) All exhibits attached to Complaint, Amended Complaint, attached to the various filings in this case (including before the District Court of the Virgin Islands), all exhibits admitted into evidence at the TRO/Preliminary Injunction hearing. Other exhibits obtained during the pendency of the Defendants' investigation of this case.

Additionally, please find the following: one (1) CD containing the discovery produced by the Government to the criminal defendants in the case of *United States, et al., v. United Corporation, et al.*, case no. 1:05-cr-15 (D.V.I.). Attached herewith is the coversheet from the Government (881 pages) detailing the file name, date, and description.

(iii) Computation of Damages: Professionals' fees and costs in this case. Additional damages based on counter-claims, if any. Possible punitive damages, if applicable based on counter-claims. Investigation continues.

(iv) N/A

Respectfully submitted,



Joseph A. DiRuzzo, III
USVI Bar # 1114

FUERST ITTLEMAN DAVID & JOSEPH, PL
1001 Brickell Bay Drive, 32nd Floor
Miami, Florida 33131
305.350.5690 (O)
305.371.8989 (F)

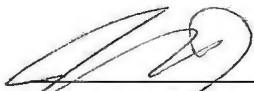
jdiruzzo@fuerstlaw.com

Co-counsel for Defendants Fathi Yusuf and United Corporation

Dated August 1, 2013

CERTIFICATE OF SERVICE

I hereby certify that on August 1, 2013, a true and accurate copy of the foregoing was forwarded via email to the following: *Joel H. Holt, Esq.*, 2132 Company St., St. Croix, VI 00820, holtvi@aol.com; *Carl J. Hartmann III, Esq.*, 5000 Estate Coakley Bay, L-6, Christiansted, VI 00820, carl@carlhartmann.com.



Joseph A. DiRuzzo, III

Exhibit 5 - Plea Agreement and Supplemental Plea Agreements Pertaining to Taxes Owed

PLEA AGREEMENT

III Penalties

3. Restitution in an amount that represents any and all unpaid gross receipts taxes, corporate income taxes, and individual income taxes owing to the VIBIR for the Indictment years 1996, 1997, 1998, 1999, 2000, and 2001. Said restitution is to be determined by the Court in accordance with the figures and ranges set forth in Exhibit 1., accepting as proven those figures stipulated by the parties. For those numbers still in dispute, the Court will determine the appropriate amount within the ranges proposed by the parties in Exhibit 1, following briefing, evidentiary presentation, and argument. In making its determination, the Court may consider all relevant and material evidence presented by the parties without regard to the Federal Rules of Evidence, so long as such evidence is disclosed in advance to the opposing party. Prior to submitting restitution amounts for the Court's consideration in preparation for sentencing, the parties agree to negotiate in good-faith to arrive at a mutually acceptable amount.

p. 4-5, Plea Agreement, 02/26/2010, United States of America v Fathi Yusuf, et. al., criminal no. 2005-15F/B,

XI Cooperation with Internal Revenue Service and Virgin Islands Bureau of Internal Revenue

Prior to sentencing, United agrees to cooperate with the Government and the VIBIR in filing complete and accurate corporate income tax returns and gross receipts returns for years 2002, 2003, 2004, 2005, 2006., 2007, and 2008 and in paying in full the amounts due thereupon. United agrees to comply with all current tax reporting and payment obligations between the execution of this agreement and sentencing. In addition, prior to the sentencing hearing in this matter, United's shareholders (FY 32.5%, FY 32.5%, SY 7%, ZY 7%, YY 7 %, MY 7%, NY 7 %), and the individual defendants shall file the outstanding returns and reporting documents and shall make full payments of the amounts due thereupon. United acknowledges that a special condition of probation will require that all corporate returns be filed, and all amounts due and owing under this agreement and all taxes due and owing for tax years 2002 through 2008 must be paid prior to the termination of the period of probation.

p. 11, Plea Agreement, 02/26/2010, *United States of America v Fathi Yusuf, et. al.*, criminal no. 2005-15F/B

PLEA AGREEMENT- ADDENDUM

"2) United will pay \$10 million to the VIBIR for restitution, as set forth in Paragraphs III.A.3 and VIII.D; . . ."

p. 1, Plea Agreement-Addendum, 02/07/2011, *United States of America v Fathi Yusuf, et. al.*, criminal no. 2005-15F/B

PLEA AGREEMENT – SECOND ADDENDUM

2) On June 24, 2013, Magistrate Judge Geoffrey W. Barnard conducted a mediation session with the parties and representatives from the Virgin Islands Bureau of Internal Revenue (VIBIR). As a result of the mediation, the parties entered into closing agreements with the VIBIR for the years 2002 through 2010. The VISIR agreed to enter into a similar agreement for 2011 and 2012 after the individual income tax returns have been filed and the tax due has been paid. A payment of \$6,586,132 was remitted to the VIBIR.

p. 1-2, Plea Agreement-Addendum, 06/24/2013, *United States of America v Fathi Yusuf, et. al.*, criminal no. 2005-15F/B

**IN THE DISTRICT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

**UNITED STATES OF AMERICA, and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiffs,**

vs.

**FATHI YUSUF MOHAMAD YUSUF,
aka Fathi Yusuf
WALEED MOHAMMAD HAMED,
aka Wally Hamed
WAHEED MOHOMMAD HAMED,
aka Willie Hamed
MAHER FATHI YUSUF,
aka Mike Yusuf
NEJEH FATHI YUSUF
ISAM YUSUF, and
UNITED CORPORATION,
dba Plaza Extra,
Defendants.**

CRIMINAL NO. 2005-15F/B

**RECEIVED
2010 FEB 26 PM 4:00
DISTRICT OF THE VIRGIN ISLANDS
ST. THOMAS, V.I.**

PLEA AGREEMENT

I.

INTRODUCTION

This agreement is entered into by and between defendant United Corporation, d/b/a Plaza Extra (hereinafter "United"), Thomas Alkon, Esquire, and Warren B. Cole, Esquire, Attorneys for United; Fathi Yusuf Mohamad Yusuf, Waleed Mohammad Hamed, Waheed Mohammad Hamed, Maher Fathi Yusuf, NejeH Fathi Yusuf, and the Department of Justice, Tax Division, and the United States Attorney for the District of the Virgin Islands (collectively referred to as the "Government").

The parties agree to the following terms:

A. United will plead guilty to Count Sixty of the Third Superseding Indictment, which charges willfully making and subscribing a 2001 U.S. Corporation Income Tax Return (Form 1120S), in violation of Title 33, Virgin Islands Code, Section 1525(2).

B. At the time that United enters its plea to the above-referenced count, the Government will dismiss all counts of the Indictment with prejudice against FATHI YUSUF MOHAMAD YUSUF, aka Fathi Yusuf, WALEED MOHAMMAD HAMED, aka Wally Hamed, WAHEED MOHAMMED HAMED, aka Willie Hamed, MAHER FATHI YUSUF, aka Mike Yusuf, ISAM MOHAMAD YOUSUF, aka Sam Yousuf, and NEJEH FATHI YUSUF (all collectively referred to as "individual defendants"), including the temporary restraining order and forfeiture allegations. The Government agrees not to file any additional criminal charges against United or any of the individual defendants for conduct arising out of the facts alleged in the Indictment. In accordance with paragraph VI. below, the Department of Justice of the Virgin Islands also agrees that it will file no criminal charges against United or any of the individual defendants for any conduct arising out of the facts alleged in the Indictment.

The Government agrees to dismiss with prejudice all remaining counts of the Indictment against United, including the temporary restraining order and forfeiture allegations, at the time of sentencing.

II.

NATURE OF THE OFFENSE

United agrees to plead guilty to Count Sixty of the Indictment, which charges a violation of Title 33, Virgin Islands Code, Section 1525(2). United acknowledges that the offense to which it is pleading has the following elements:

A. Elements

1. United aided, assisted, procured, counseled, advised, or caused the preparation and presentation of a return;
2. The return was fraudulent or false as to a material matter;
and
3. United acted willfully.

B. Element's Understood and Admitted.

United, through a representative empowered to accept this plea by virtue of a duly enacted resolution of its Board of Directors, has fully discussed the facts of this case with defense counsel. United committed each of the elements of the crime charged in Count Sixty of the Indictment and admits that there is a factual basis for a plea of guilty to the charge.

C. Factual Basis.

The parties agree that the following facts are true and undisputed:

On or about September 18, 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, knowing that the true amount was approximately \$79,305,980.

III.

PENALTIES

A. United acknowledges that the maximum penalties for violation of Count Sixty are the following:

1. A maximum fine of \$5,000;
2. The Government may seek costs of prosecution, including but not limited to 1) costs incurred to produce discovery in the investigation and prosecution of this matter; 2) costs incurred by the United States Marshal's Service to monitor the operations of Defendant United pursuant to the Temporary Restraining Order, currently estimated at approximately \$1.5 million; and 3) costs related to witness appearance and travel fees in the investigation and prosecution of this matter. United reserves the right to object to the imposition of the aforementioned costs and to contest the amounts claimed by the Government.
3. Restitution in an amount that represents any and all unpaid gross receipts taxes, corporate income taxes, and individual income taxes owing to the VIBIR for the indictment years 1996, 1997, 1998, 1999, 2000, and 2001. Said restitution is to be determined by the Court in accordance with the figures and ranges set forth in Exhibit 1, accepting as proven those figures stipulated by the parties. For those numbers still in dispute, the Court will determine the appropriate amount within the ranges proposed by the parties in Exhibit 1, following briefing, evidentiary presentation, and argument. In making its

determination, the Court may consider all relevant and material evidence presented by the parties without regard to the Federal Rules of Evidence, so long as such evidence is disclosed in advance to the opposing party. Prior to submitting restitution amounts for the Court's consideration in preparation for sentencing, the parties agree to negotiate in good-faith to arrive at a mutually acceptable amount.

4. A term of probation of one year, with conditions as set forth in paragraph VIII.E. United understands that failure to comply with any of the conditions of probation may result in the imposition of further penalties.

B. In addition to the statutory penalties for violation of Title 33, Virgin Islands Code, Section 1525(2), United shall pay a substantial monetary penalty within the range set forth in paragraph VIII.B., as determined by the Court following briefing and argument by the parties.

IV.

WAIVER OF TRIAL RIGHTS

United understands that this guilty plea waives all of the following rights:

- A. To plead not guilty and to require the Government to prove the elements of the crimes beyond a reasonable doubt;
- B. To a speedy and public trial by jury;
- C. To assistance of counsel at all stages of trial;
- D. To confront and cross-examine witnesses against United; and
- E. To present evidence and to have witnesses testify on United's behalf.

V.

**UNITED'S REPRESENTATION THAT GUILTY PLEA IS KNOWING
AND VOLUNTARY**

United represents that:

- A. United has had a full opportunity to discuss all the facts and circumstances of this case with its counsel and has a clear understanding of the charges and the consequences of pleading guilty;
- B. No one has made any promises or offered any rewards in return for United's guilty plea, other than those contained in this Plea Agreement, in Exhibit 2, which contains the letter of understanding dated February 12, 2010 (this plea agreement controls in the event of any conflicts), or otherwise disclosed to the Court;
- C. No one has threatened United to induce this guilty plea; and
- D. United is pleading guilty because in truth and in fact United is guilty and for no other reason.

VI.

**AGREEMENT LIMITED TO UNITED STATES ATTORNEY'S OFFICE FOR THE
DISTRICT OF THE VIRGIN ISLANDS AND TAX DIVISION**

This Plea Agreement is between United Corporation, the Individual Defendants, and the Government. This Agreement is not intended to bind any other federal, state, or local prosecuting, administrative, or regulatory authorities except to the extent specifically expressed herein. The Government will bring this Plea Agreement to the attention of other authorities if requested by United.

VII.

PLEA AGREEMENT SUBJECT TO COURT APPROVAL

Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure, the parties acknowledge and agree that United should be ordered to pay the fine, restitution, and monetary penalties contained within this Plea Agreement and should be sentenced to a term of probation of one year:

If the Court does not adopt the agreement of the parties pursuant to Rule 11(c)(1)(C), both United and the Government reserve the right to withdraw from this Plea Agreement.

VIII.

PARTIES' SENTENCING RECOMMENDATIONS

A. **Fine.** The parties agree that the maximum statutory fine of \$5,000 should be imposed.

B. **Monetary Penalty:** The parties propose that the monetary penalty to be imposed pursuant to paragraph III.B. above be imposed in an amount between \$250,000 to \$5,715,748.

C. **Costs of Prosecution:** The Government proposes that costs of prosecution be imposed as discussed above in paragraph III.A.2. United contests said number and the categories of costs to be awarded.

D. **Restitution.** The parties propose the restitution amounts and ranges as set forth in Exhibit 1, as referenced in paragraph III.A.3. above.

E. **Terms of Probation**

1. United agrees to a term of probation of one year and agrees to be monitored by an independent third party certified public accounting firm to

assure its compliance with the tax laws of the VIBIR. United agrees to cooperate with the independent third party in carrying out such party's obligations under this agreement. The selection of a certified public accounting firm as the independent third party will be expressly approved by the Government prior to the beginning of the term of probation. If the parties cannot reach agreement on a third party, the independent third party will be selected by the Court.

2. The independent third party shall make quarterly reports to the Government, the Court, and United of United's financial condition, results of business operations, tax filings, tax payments, and accounting for the disposition of all funds received.

3. United shall submit to:

(a) a reasonable number of regular or unannounced examinations of its books and records at appropriate business premises by the independent third party; and

(b) a periodic review of financial statements and tax returns of United.

4. United shall be required to notify the court or independent third party immediately upon learning of (a) any material adverse change in its business or financial condition or prospects, or (b) the commencement of any bankruptcy proceeding, major civil litigation, criminal prosecution, or administrative proceeding against United, or any investigation or formal inquiry by governmental authorities regarding United's financial operations.

5. United shall make periodic payments, as specified by the Court, in the following priority: (a) restitution; (b) fine; and (c) substantial monetary penalty. After sentencing, the Government agrees to release all liens, penders, restraining orders, liens, or other encumbrances on property except to the extent necessary to assure valid security for the payments of all amounts referenced above. United shall 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. United shall include in its submission a schedule for implementation of the compliance and ethics program.

6. Upon approval by the Court of the ethics program referred to above, United shall notify its owners, shareholders, directors, officers, and employees of its criminal behavior and its programs referred to above. Such notice shall be in a form prescribed by the Court.

7. United shall make periodic reports to the Government and to the Court at intervals and in a form specified by the Court, regarding the organization's progress in implementing the ethics program referred to above. Among other things, such reports shall disclose any criminal prosecution, civil litigation, or administrative proceeding commenced against United, or any investigation or formal inquiry by governmental authorities concerning United's financial operations of which United learned since its last report.

IX.

UNITED WAIVES APPEAL AND COLLATERAL ATTACK

In exchange for the Government's concessions in this Plea Agreement, United waives, to the full extent of the law, any right to appeal or collaterally attack the conviction and sentence, including any restitution order, except in the following circumstances: (i) the sentence exceeded the maximum statutory penalty; or (ii) the sentence violated the Eighth Amendment to the United States Constitution.

X.

FURTHER CRIMES OR BREACH OF THE AGREEMENT WILL PERMIT THE GOVERNMENT TO RECOMMEND A HIGHER SENTENCE OR TO SET ASIDE THE PLEA

This Plea Agreement is based on the understanding that United will commit no additional criminal conduct before sentencing. If United engages in additional criminal conduct between the time of execution of this agreement and the time of sentencing, or breaches any of the terms of any agreement with the Government, the Government will not be bound by the recommendations in this Plea Agreement and may recommend any lawful sentence.

XI.

COOPERATION WITH INTERNAL REVENUE SERVICE AND VIRGIN ISLANDS BUREAU OF INTERNAL REVENUE

During the pendency of this matter, United, its shareholders, the individual defendants in this case, and certain related entities and individuals identified in various pleadings or motions in this case, upon the specific advice of their counsel in this matter, did not file tax returns and certain other reporting

documents to the United States or the United States Virgin Islands (USVI) on Fifth Amendment grounds. During the pendency of this matter, those same individuals and entities endeavored to work cooperatively with the U.S. Marshals Service and the USVI governments to pay over as deposits their best estimate of taxes owed on those returns.

Prior to sentencing, United agrees to cooperate with the Government and the VJBIR in filing complete and accurate corporate income tax returns and gross receipts returns for years 2002, 2003, 2004, 2005, 2006, 2007, and 2008 and in paying in full the amounts due thereupon. United agrees to comply with all current tax reporting and payment obligations between the execution of this agreement and sentencing. In addition, prior to the sentencing hearing in this matter, United's shareholders (FY 32.5%, FY 32.5%, SY 7%, ZY 7%, YY 7%, MY 7%, NY 7%), and the individual defendants shall file the outstanding returns and reporting documents and shall make full payments of the amounts due thereupon. United acknowledges that a special condition of probation will require that all corporate returns be filed, and all amounts due and owing under this agreement and all taxes due and owing for tax years 2002 through 2008 must be paid prior to the termination of the period of probation.

The Government agrees that no foreign bank account-related charges or discretionary penalties shall be applied with respect to United or any of the individual defendants so long as such reporting and regulatory compliance is made for each of the years 1996 through 2008 prior to sentencing.

XII.

ENTIRE AGREEMENT

The Plea Agreement and Exhibit 2 embody the entire agreement between the parties.

Upon the acceptance of the plea of guilty to Count Sixty by United in accordance with this agreement, the Government agrees to promptly move the Court for an Order dismissing the restraining orders against the individual defendants, except to the extent necessary to assure valid security for the payments of all amounts referenced in paragraph VIII., and shall move for entry of an order removing of record all notices of lis pendens or other encumbrances filed in connection with this case against all properties owned in whole or in part by any persons other than United. The parties agree to meet and confer to determine a schedule to remove pending lis pendens, liens, and other restrictions.

XIII.

MODIFICATION OF AGREEMENT MUST BE IN WRITING

No modification of the Plea Agreement shall be effective unless in writing signed by the Government, United, the individual defendants, and United's shareholders.

XIV.

UNITED AND COUNSEL FULLY UNDERSTAND AGREEMENT

By signing this Plea Agreement, United's representative certifies that he or she has been given lawful authority to enter into this Plea Agreement, United further certifies that its counsel has discussed the terms of this Plea Agreement


with appropriate officer and directors of United and that United fully understands its meanings and effect.

The Government agrees to the terms set forth in this Plea Agreement.

RONALD SHARPE
UNITED STATES ATTORNEY

JOHN A. DICICCO
ACTING ASSISTANT ATTORNEY GENERAL
DEPARTMENT OF JUSTICE, TAX DIVISION

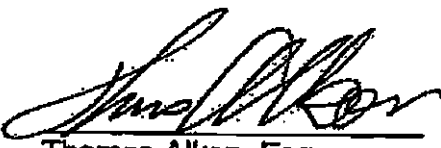
Dated: 2/26/10



Mark F. Daly
Lori A. Hendricksón
Kevin C. Lombardi
Trial Attorneys

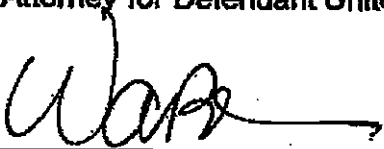
The defendant United Corporation agrees to the terms set forth in this Plea Agreement.

Dated: 2, 26/10



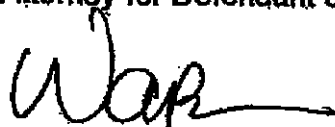
Thomas Alken, Esq.
Attorney for Defendant United Corporation

Dated: 2/26/10



Warren B. Cole, Esq.
Attorney for Defendant United Corporation

Dated: 2/26/10




Warren B. Cole, Esq.
Attorney for Defendant's unindicted shareholders

Dated: 2-26-10


Maher Fathi Yusuf
President, Defendant United Corporation


Dated: 2/26/10


Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/26/10


Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

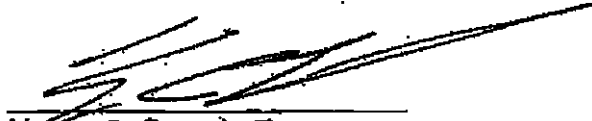
Dated: 2/26/10


Derek M. Hodge, Esq.
Attorney for Defendant Nejeih Fathi Yusuf


Dated: 2/26/10


Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 2/26/10

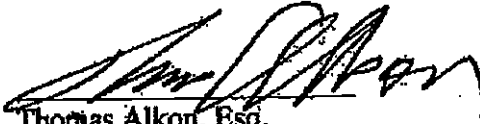

Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: 2/26/10

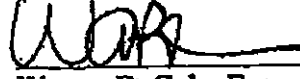

John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

Letter of Agreement
February 12, 2010
Page 4 of 5

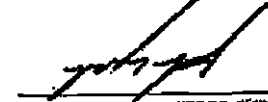
Dated: 2/26/10


Thomas Alkon, Esq.
Attorney for Defendant United Corporation

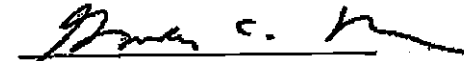
Dated: 2/26/10


Warren B. Cole, Esq.
Attorney for Defendant United Corporation

Dated: 2/26/10


MAHER FATHI YUSUF
President, Defendant United Corporation


Dated: 2/26/10


Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

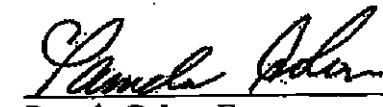
Dated: 2/26/10


Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

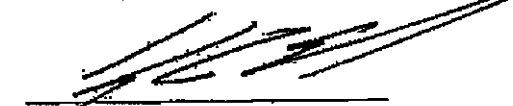
Dated: 2/26/10


Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf

Dated: 2/26/10


Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 2/26/10


Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: 2/26/10


John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

**IN THE DISTRICT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

**UNITED STATES OF AMERICA, and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiffs,**

vs.

**FATHI YUSUF MOHAMAD YUSUF,
aka Fathi Yusuf
WALEED MOHAMMAD HAMED,
aka Wally Hamed
WAHEED MOHOMMAD HAMED,
aka Willie Hamed
MAHER FATHI YUSUF,
aka Mike Yusuf
NEJEH FATHI YUSUF
ISAM YUSUF, and
UNITED CORPORATION,
dba Plaza Extra,**

Defendants.

CRIMINAL NO. 2005-15F/B

PLEA AGREEMENT- ADDENDUM

The parties agree to the following:

- 1) United will pay a \$5,000 fine, as set forth in Paragraphs III.A.1 and VIII.A;
- 2) United will pay \$10 million to the VIBIR for restitution, as set forth in Paragraphs III.A.3 and VIII.D;
- 3) United will pay \$1 million as a substantial monetary penalty, as set forth in Paragraphs III.A.2, III.B, VIII.B, and VIII.C.

In consideration of the settlement herein, United, the individual defendants, and United's shareholders, and their heirs, executors, administrators, or assigns do hereby stipulate and agree to pay the agreed upon

sums, and to waive and release any and all claims, demands, rights, and causes of action of whatsoever kind and nature, whether sounding in tort, contract, or any other theory of legal liability, including any claims for fees, interest, costs, and expenses, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, death, or damage to property, and the consequences thereof, which United, the individual defendants, and United's shareholders, or their heirs, executors, administrators, or assigns may have or hereafter acquire against the United States, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action. United, the individual defendants, and United's shareholders, and their heirs, executors, administrators, and assigns do hereby further agree to reimburse, indemnify, and hold harmless the United States and its agents, servants, and employees from and against any and all such claims, causes of action, liens, rights, or subrogated or contribution interests incident to, or resulting or arising from, the acts or omissions that gave rise to the above-captioned action. Provided, however, that the duties to reimburse, indemnify and hold harmless the United States and its agents as set forth in the preceding sentence shall be strictly limited to claims made by United, the individual defendants, United's shareholders, or their executors, administrators, assigns, or their family members.

**UNITED AND COUNSEL FULLY UNDERSTAND PLEA AGREEMENT-
ADDENDUM**

By signing this Plea Agreement-Addendum, United's representative certifies that he has been given lawful authority to enter into this Plea Agreement-

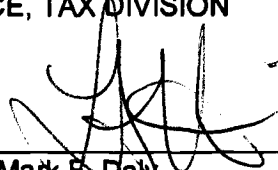
Addendum. United further certifies that its counsel has discussed the terms of this Plea Agreement- Addendum with appropriate officers, directors, and shareholders of United and that United fully understands its meanings and effect.

The Government agrees to the terms set forth in this Plea Agreement- Addendum.

RONALD SHARPE
UNITED STATES ATTORNEY

JOHN A. DICICCO
ACTING ASSISTANT ATTORNEY GENERAL
DEPARTMENT OF JUSTICE, TAX DIVISION


Dated: 2/2/2011



Mark F. Daly
Lori A. Hendrickson
Kevin C. Lombardi
Trial Attorneys

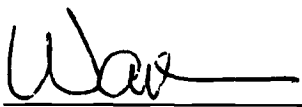
The defendant United Corporation agrees to the terms set forth in this Plea Agreement-Addendum.

Dated: 1/20/11



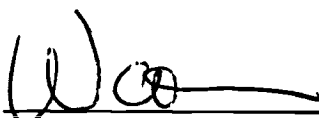
Thomas Atkon, Esq.
Attorney for Defendant United Corporation

Dated: 1/20/11

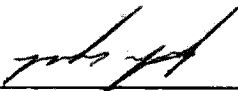


Warren B. Cole, Esq.
Attorney for Defendant United Corporation

Dated: 1/20/11



Warren B. Cole, Esq.
Attorney for Defendant's unindicted shareholders

Dated: _____ 
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: _____
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____
Derek M. Hodge, Esq.
Attorney for Defendant Nejeh Fathi Yusuf

Dated: _____
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

Dated: _____

Maher Fathi Yusuf
President, Defendant United Corporation

Dated: 1/20/2011

Gordon C. Rhea
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____

Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/2/11

Derek M. Hodge
by WABA with authorization
Derek M. Hodge, Esq.
Attorney for Defendant Neje Fathi Yusuf

Dated: _____

Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____

Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____

[Signature]
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

Dated: _____

Maher Fathi Yusuf
President, Defendant United Corporation

Dated: _____

Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 1/24/11



Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____

Derek M. Hodge, Esq.
Attorney for Defendant Nejeh Fathi Yusuf

Dated: _____

Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____

Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____

John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

Dated: _____

Maheer Fathi Yusuf
President, Defendant United Corporation

Dated: _____

Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed


Dated: _____

Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____

Derek M. Hodge, Esq.
Attorney for Defendant Nejeer Fathi Yusuf

Dated: 2/1/11



Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: _____

Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____

John K. Dema, Esq.
Attorney for Defendant Maheer Fathi Yusuf

Dated: _____

Maher Fathi Yusuf
President, Defendant United Corporation

Dated: _____

Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: _____

Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

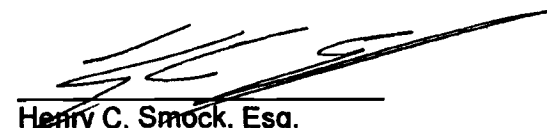
Dated: _____

Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf

Dated: _____

Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 1-25-11


Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

Dated: _____

John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

IN THE DISTRICT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

UNITED STATES OF AMERICA, and
GOVERNMENT OF THE VIRGIN ISLANDS,
Plaintiffs,

vs.

FATHI YUSUF MOHAMAD YUSUF,
aka Fathi Yusuf
WALEED MOHAMMAD HAMED,
aka Wally Hamed
WAHEED MOHOMMAD HAMED,
aka Willie Hamed
MAHER FATHI YUSUF,
aka Mike Yusuf
NEJEH FATHI YUSUF
ISAM YUSUF, and
UNITED CORPORATION,
dba Plaza Extra,
Defendants.

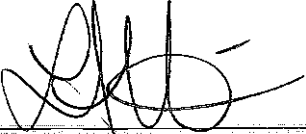
CRIMINAL NO. 2005-15F/B

PLEA AGREEMENT- SECOND ADDENDUM

With reference to the Plea Agreement in this case dated February 26, 2010, and the Plea Agreement – Addendum filed on February 7, 2011, the parties supplement the record with the following:

- 1) Part XI. of the Plea Agreement required United Corporation, its shareholders, and the individual defendants to comply with their tax filing and payment obligations for years 2002, 2003, 2004, 2005, 2006, 2007, and 2008 prior to the sentencing of United;
- 2) On June 24, 2013, Magistrate Judge Geoffrey W. Barnard conducted a mediation session with the parties and representatives from the Virgin Islands Bureau of Internal Revenue (VIBIR). As a result of the

mediation, the parties entered into closing agreements with the VIBIR for the years 2002 through 2010. The VIBIR agreed to enter into a similar agreement for 2011 and 2012 after the individual income tax returns have been filed and the tax due has been paid. A payment of \$6,586,132 was remitted to the VIBIR.

Dated: 6/24/2013 
Lori A. Hendrickson
Trial Attorney
United States Department of Justice, Tax Division

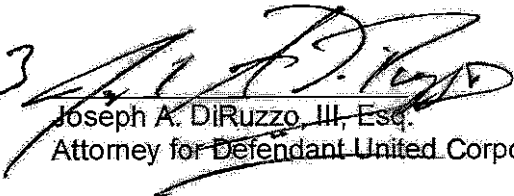
Dated: 6/24/2013 
Joseph A. DiRuzzo, III, Esq.
Attorney for Defendant United Corporation

Exhibit 6 – December 16, 2004 letter from Ron Soluri

RSM McGladrey

Affiliated with
Freed Maxick & Battaglia, CPAs, PC

VIA FEDERAL EXPRESS

December 16, 2004

Henry Smock, Esq.
Suite B22, Palm Passage
24 Dronnigens Gade
Charlotte Amalie, St. Thomas, USVI 00804

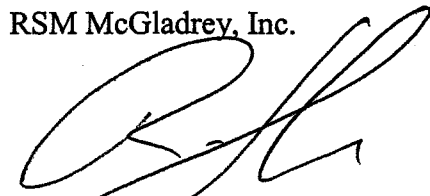
Dear Hank:

It was a pleasure seeing you again last week in St. Thomas. We have enclosed two (2) copies of the relevant data on the St. Martin and Jordan bank accounts. One copy is for you, the other for Mr. Yusuf. Please instruct him that it is highly confidential and should not be taken to the stores.

Any questions please contact.

Sincerely,

RSM McGladrey, Inc.



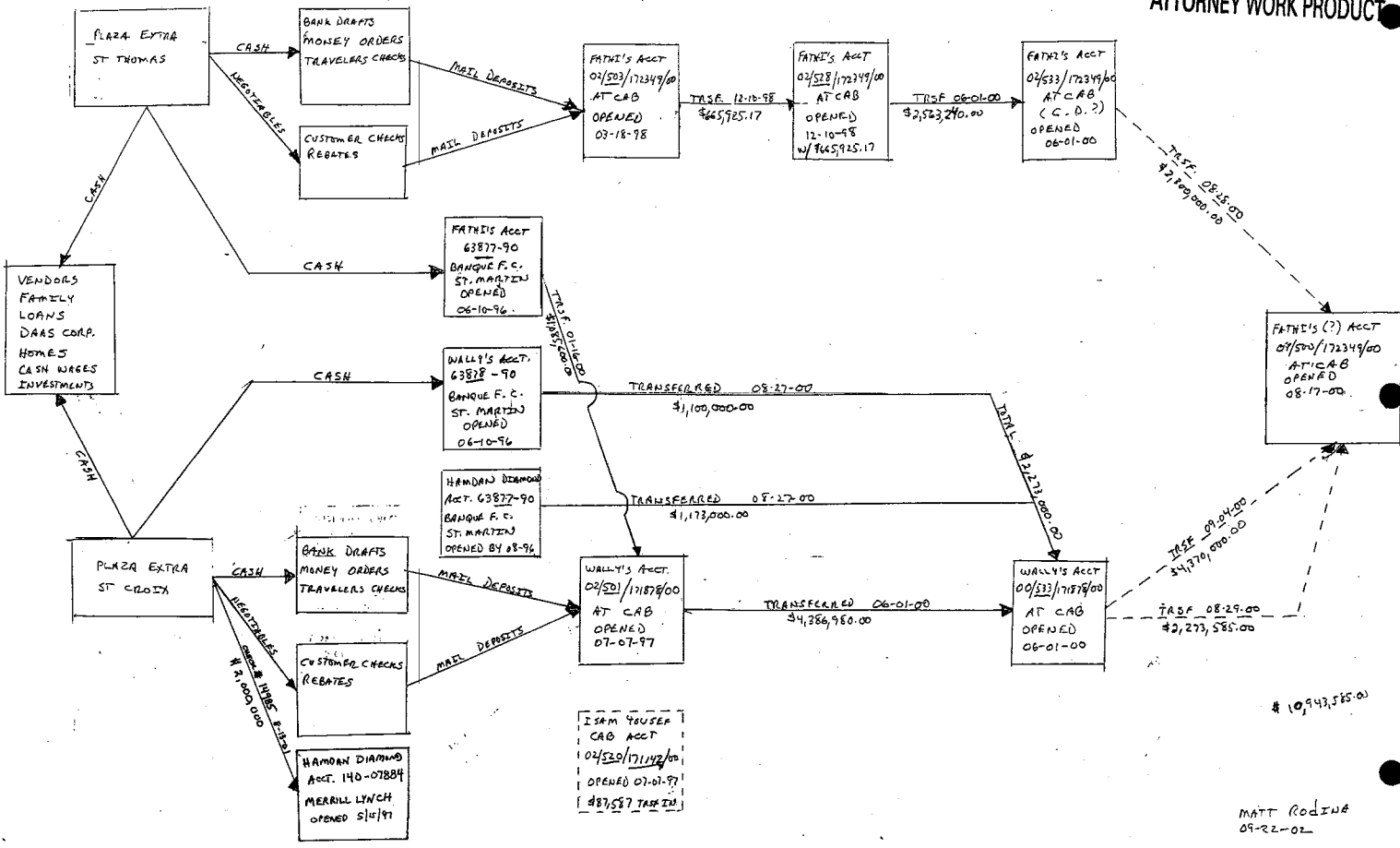
Ronald J. Soluri, Sr.
Managing Director

RJS/djk
Enclosures

300 Liberty Building
Buffalo, NY 14202
716.847.2651
Fax 716.847.0069
freedmaxick.com

RSM McGladrey is an
independent member firm of
RSM International, an affiliation
of independent accounting
and consulting firms

HAMD604250



9-22-98

Waleed Hamed

P.O. Box 763
Christianssted, St. Croix, U.S. Virgin Islands 00821
Telephone: (340) 778-6240

July 22, 1998

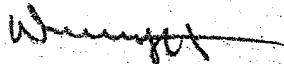
Cairo Amman Bank
Gardens
P.O. Box 1301
Tela'a Al-Ali
Amman Jordan 11953

Attn. Mr. Ahmad Mustafa Rahhal
Branch Manager Gardens

Greetings:

Enclosed please find the amount of \$79,205.83. Kindly deposit the total amount in my account #250117187800 - Waleed Mohammad Hamed.

Thank you very much for your continued support.


Waleed Hamed



2001R00389
S3-003497

HAMD604252

Exhibit 7 – November 15, 2004 Analysis of Fathi Yusuf Transactions at Cairo Amman Bank

Redacted

Exhibit 8

3 Sage50 Backups from Gaffney 7/7/14

(Supplied on Disc)

Exhibit 9 - No Accounting Exists to Support the Withdrawal of \$2,784,706.25

FINDINGS OF FACT

35. On or about August 15, 2012, Yusuf wrote a check signed by himself and his son Mahar Yusuf and made payment to United in the amount of \$2,784,706.25 from a segregated Plaza Extra Supermarket operating account, despite written objection of Waleed Hamed on behalf of Plaintiff and the Hamed family, who claimed that, among other objections, the unilateral withdrawal violated the terms of the District Court's restraining order in the Criminal Action. Tr. 246:1- 250:14, Jan. 25, 2013; PLGroup Ex. 13.

36. On the first hearing day, Mahar Yusuf, President of United Corporation testified under oath that he used the \$2,784,706.25 withdrawn from the Plaza Extra operating account to buy three properties on St. Croix in the name of United. On the second hearing day, Mahar Yusuf contradicted his prior testimony and admitted that those withdrawn funds had actually been used to invest in businesses not owned by United, including a mattress business, but that none of the funds were used to purchase properties overseas. Tr. 250:2-251:15, Jan. 25, 2013; Tr. 118:12 -120: 2, Jan. 31, 2013.

p. 10, Memorandum Opinion, 04/25/2013, *Hamed v Yusuf*, SX-12-cv-370

CONCLUSIONS OF LAW

Footnote 9

With regard to the August 2012 diversion of more than \$2.7 million by Mahar Yusuf, president of United, to accounts inaccessible to Plaintiff, a real concern exists that continuing diversions will not be traceable as the Plaza Extra store have had no system of internal controls in existence and, to date accounting for the businesses is not completed beyond June 2012. (Testimony of accountant John Gaffney, Tr. 71:20 -72:3; 75:11 -21, Jan. 31, 2013.) As such, the amount of any monetary loss suffered by Plaintiff may not be capable of ascertainment.

p. 19, Memorandum Opinion, 04/25/2013, *Hamed v Yusuf*, SX-12-cv-370

FOR PUBLICATION

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

MOHAMMED HAMED, by his authorized)
agent WALEED HAMED,)
Plaintiff,) CIVIL NO. SX-12-CV-370
v.) ACTION FOR DAMAGES; PRELIMINARY
FATHI YUSUF and UNITED CORPORATON,) AND PERMANENT INJUNCTION;
Defendants.) DECLARATORY RELIEF
JURY TRIAL DEMANDED

MEMORANDUM OPINION

THIS MATTER is before the Court on Plaintiff’s Emergency Motion and Memorandum to Renew Application for TRO (“Renewed Motion”), filed January 9, 2013, renewing his September 18, 2012 Motion for a Temporary Restraining Order and/or a Preliminary Injunction. Hearing on the Renewed Motion was held on January 25, 2013 and continued on January 31, 2013. Having reviewed the Renewed Motion, evidence and argument of counsel presented at the hearing, along with the voluminous filings of the parties in support of and in opposition to the Renewed Motion, this matter has been converted to that of a Preliminary Injunction pursuant to Fed. R. Civ. P. 65(a). Upon review of the record, the Court herein makes findings of fact and conclusions of law, pursuant to Fed. R. Civ. P. 52(a)(2), and GRANTS Plaintiff’s Renewed Motion.

JURISDICTION

This Court has jurisdiction over this matter pursuant to 4 V.I. Code § 76(a), which grants the Superior Court “original jurisdiction in all civil actions regardless of the amount in controversy.” Likewise, under 5 V.I. Code § 1261, courts of record are empowered to “declare rights, status, and other legal relations whether or not further relief is or could be claimed . . .

The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree.” A request for injunctive relief is addressed to the sound discretion of the Court. *Shire US Inc. v. Barr Laboratories, Inc.*, 329 F.3d 348, 352 (3d Cir. 2003). This Court may grant equitable (i.e. injunctive) relief as Plaintiff seeks in his Renewed Motion to enforce a partner’s rights regarding partnership profits and management and conduct of the partnership business pursuant to 26 V.I. Code §75(b).

STANDARD

The Court must consider four factors when reviewing a motion for preliminary injunction: (1) whether the movant has shown a reasonable probability of success on the merits; (2) whether the movant will be irreparably injured by the denial of the relief; (3) whether granting preliminary relief will result in even greater harm to the nonmoving party; and (4) whether granting the preliminary relief will be in the public interest. *Petrus v. Queen Charlotte Hotel Corp.*, 56 V.I. 548, 554 (2012), citing *Iles v. de Jongh*, 55 V.I. 1251, 1256 (3d Cir. 2011), (quoting *McTernan v. City of New York*, 577 F. 3d 521, 526 (3d Cir. 2009).

STATEMENT OF ISSUES

By his Verified Complaint, Plaintiff alleges that Defendants, acting personally and through authorized agents, committed several unilateral acts in contravention of the partnership relationship between Plaintiff and Defendant Fathi Yusuf (“Yusuf”) and established understandings and agreements among the parties. Plaintiff avers that those acts threaten the businesses and his interests in the businesses established by the partnership as a result of those agreements. Accordingly, Plaintiff demands injunctive and declaratory relief to determine the status of the parties’ relationships and the framework under which they must conduct their

business operations in light of those relationships. Upon review of the parties' case and controversy, submissions and presented evidence, the Court makes the following findings of fact.

FINDINGS OF FACT

1. Plaintiff and Defendant Yusuf have a longstanding friendship and familial history which preceded their business relationship. *January 25, 2013 Evidentiary Hearing Transcript, at 196-198, hereinafter Tr. 196-198, Jan. 25, 2013.*
2. In 1979, Fathi Yusuf incorporated United Corporation ("United") in the U.S. Virgin Islands. *Defendants' Evidentiary Hearing Exhibit, no. 7, hereinafter Def. Ex. 7.*
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. *Plaintiff's Evidentiary Hearing Exhibit, no. 1 (Transcript, February 2, 2000 Oral Deposition of Fathi Yusuf: Idheileh v. United Corp. and Yusuf, Case No. 156/1997, Territorial Court of the Virgin Islands, Div. St. Thomas and St. John), at 8, lines 1-14; hereinafter Pl. Ex. 1, p. 8:1-14.¹*
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. *Pl. Ex. 1, p. 14:4-15:14.*
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. *Tr.197:5—199:13, Jan. 25, 2013.*

¹ The Court has taken judicial notice of the certified copy of the deposition transcript in the noted Territorial Court action, submitted as Pl. Ex. 1. See discussion at *Tr. 6-9, Jan. 25, 2013.*

6. Upon Yusuf's request, Hamed sold his two grocery stores to work exclusively as a part of Plaza Extra. *Tr. 200:4-15, Jan. 25, 2013.*
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." *Tr.200:16-23, Jan. 25, 2013.*
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. *Pl. Ex. 1, p.15:2-14.*
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. *Pl. Ex. 1, p. 17:6-24.*
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. *Pl. Ex. 1, p.17:24-19:10.*
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. *Pl. Ex. 28.*²

² Subsequent to the evidentiary hearing but before the parties submitted their post-hearing briefs, Plaintiff on February 19, 2013 filed his Second Request to Take Judicial Notice and Request to Supplement the Hearing Record, presenting proposed Plaintiff's Exhibits 28, 29 and 30. By separate Order of this date, Plaintiff's Request was granted. Exhibit 28 is comprised of selected Defendants' Responses to Plaintiff's Second Set of Interrogatories to Defendants in that matter known as *Idheileh v. United Corp. and Yusuf, Case No. 156/1997, Territorial Court of the Virgin Islands, Div. St. Thomas and St. John*

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. *Tr. 44:12-21; 200:16-23; 206:23-25, Jan. 25, 2013; Pl. Ex. 1, p 18:16-23; p.23:18-25.*
13. Yusuf and Hamed have both acknowledged their business relationship as a partnership of an indefinite term. *Pl. Ex. 1, p.18:18-23* (“I’m obligated to be your partner as long as you want me to be your partner until we lose \$800,000.”); *Tr. 210:4-8, Jan. 25, 2013* (Q: “How long is your partnership with Mr. Yusuf supposed to last? When does it end?” A: “Forever. We start with Mr. Yusuf with the supermarket and we make money. He make money and I make money, we stay together forever.”)
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. *Pl. Ex.1, p. 20:10-12.*
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.” *Pl. Ex. 2, p.3,4.* 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.” *Pl. Ex. 3, p.11.*

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. *Tr.27:1-28:14, Jan. 25, 2013.*
17. At present, there are three Plaza Extra Supermarkets which employ approximately six hundred people on St. Croix and St. Thomas. *Tr. 238:4-6, Jan 25, 2013.*
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.” *Pl. Ex. 1, Affidavit of Fathi Yusuf, Deposition Ex. 6* ³.
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. *Tr. 26:11-19; 206:20-22, Jan 25, 2013.* 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 nothing....Fathi is the one, he sign. Mr. Yusuf the one he sign the loan, the first one and the second one.” *Tr. 207:16-21, Jan. 25, 2013.*
20. During recent years, in every store there is, at least, one Yusuf and one Hamed who co-manage all aspects of the operations af each store. Mafeed Hamed and Yusuf Yusuf have

³ At the conclusion of the second day of the hearing, counsel agreed to supplement the record to include exhibits to Plaintiff’s Exhibit 1, the February 2, 2000 deposition of Fathi Yusuf. *Tr.129-130, Jan. 31, 2013.* Deposition Exhibits 6 and 7 were provided with Plaintiff’s Notice of Filing Supplemental Deposition Exhibits, filed February 19, 2013.

- managed the Estate Sion Farm store along with Waleed Hamed. Waheed 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. *Tr. 31:6-35:11; 147:11-20; 160:10-22, Jan. 25, 2013, and Tr. 33:6-17, Jan. 31, 2013.*
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.” *Pl. Ex. 1, p. 8:1-7.* Despite the facts that the supermarket used the trade name “Plaza Extra” registered to United (*Pl. Ex. 4, ¶14*) and that the supermarket bank accounts are in the name of United (*Pl. Ex’s. 15, 16*), “in talking about Plaza Extra...when it says United Corporation...[i]t’s really meant me [Yusuf] and Mr. Mohammed Hamed.” *Pl. Ex. 1, p. 69:13-21.*
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.” *Pl. Ex. 28, Response to Interrogatory 6.*
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. *Pl. Ex’s. 7, 8, 9; Tr. 48:24-51:9; 212:18-214:15, Jan. 25, 2013.*
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. *Tr. 222:11-223:6; 134:15-23, Jan. 25, 2013.*
25. In connection with the Criminal Action, the federal government appointed a receiver in 2003 to oversee the Plaza Extra Supermarkets, who deposits all profits into investment accounts at Banco Popular Securities and, originally, at Merrill-Lynch. Those “profits” accounts remain at Banco Popular Securities to the present. *Tr. 41:15-42:18; 137:13-138:19, Jan. 25, 2013.*
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. *Def. Ex. 2, p.2.*
27. The Criminal Action against United remains pending, as the terms of the Plea Agreement require “complete and accurate” tax filings. United has filed no tax returns since 2002, although estimated taxes have been paid from the grocery store accounts, and mandatory accounting procedures for Plaza Extra have been adopted. *Tr. 241:23-245:12, Jan 25, 2013; Tr. 90:4-16, Jan 31, 2013; Def. Ex. 2.*
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. *Tr. 100:11-16, 228:2-11, Jan. 25, 2013.*
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. *Tr. 52:5-10, Jan. 31, 2013; Tr. 51:18-52:8, Jan. 25, 2013.*
30. Thereafter, discussions commenced initiated by Yusuf's counsel regarding the "Dissolution of Partnership." *Pl. Ex. 10, 11, 12.* 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. *Pl. Ex. 12.*⁴ Settlement discussions followed those communications but have not to date resulted in an agreement. *Tr. 58:15-20, Jan. 25, 2013.*
31. Although Plaintiff retired from the day-to-day operation of the supermarket business in about 1996, Waleed Hamed has acted on his behalf pursuant to two powers of attorney from Plaintiff. *Tr. 45:24-48:2; 172:6-173:8; 202:18-25, Jan. 25, 2013; Pl. Ex. 1, Affidavit of Fathi Yusuf, Depos. Exh .6, ¶4.* Both Plaintiff and Yusuf have designated their respective sons to represent their interests in the operation and management of the three Plaza Extra stores. *Tr. 31:6-35:11, Jan. 25, 2013.*
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 (see *Def. Ex. 1; Pl. Ex. 27*), however such withdrawals were always made with the knowledge and consent of the other partner. *Tr. 138:20-139:8, Jan. 25, 2013; Tr.121:3-123:9, Jan. 31, 2013.*

⁴ These exhibits were admitted at hearing over Defendants' objection premised on Fed. R. Evid. 408. The evidence was not offered to prove the validity or amount of Plaintiff's claims, but rather to put into context the history of the parties' relationship which may be accepted as evidence for another purpose under R. 408(b). Further, the exhibits offer nothing beyond evidence presented wherein Yusuf has similarly characterized the history of his relationship with Plaintiff.

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

37. A restraining order was entered by the District Court in the Criminal Action which remains in place and restricts withdrawal of funds representing profits from the supermarkets that have been set aside in the Banco Popular Securites brokerage account pending the conclusion of the Criminal Action or further order of that Court. *Tr. 41:15-42:18; 119:4-12, Jan. 25, 2013.* The Criminal Action will remain pending until past tax returns are filed. *Tr. 134:15-136:22; 242:16-245:5, Jan. 25, 2013.* As of January 18, 2013, the brokerage account had a balance of \$43,914,260.04. *Def. Ex. 9.* This Court cannot enforce the restraining order or otherwise control any aspect of the Criminal Action or its disposition.
38. Funds from supermarket accounts have also been utilized unilaterally by Yusuf, without agreement of Hamed, to pay legal fees of defendants relative to this action and the Criminal Action, in excess of \$145,000 to the dates of the evidentiary hearing. *Tr. 76:5-82:9, Jan. 25, 2013; Pl. Ex. 15, 16.*⁵
39. Since at least late 2012, Yusuf has threatened to fire Hamed family managers and to close the supermarkets. *Tr. 149:20-150:22; 158:18-159:12; 253:25-254:19, Jan. 25, 2013.*
40. On January 8, 2013, Yusuf confronted and unilaterally terminated 15 year accounting employee Wadda Charriez for perceived irregularities relative to her timekeeping records of her hours of employment, threatening to report her stealing if she challenged the firing or sought unemployment benefits at Department of Labor, *Tr. 181:20-185:16, Jan. 25, 2013.* Charriez had a “very critical job” with Plaza Extra (*Tr 179:17-19, Jan. 25, 2013*),

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

and the independent accountant retained by Yusuf agreed that she was “a very good worker” and that her work was “excellent.” *Tr. 94:2-6, Jan. 31, 2013*. Because the Hamed co-managers had not been consulted concerning the termination or shown any proof of the employee’s improper activity, Mafeed Hamed instructed Charriez to return to work the following day. *Tr. 179:4-24; 185:17-186:8, Jan. 25, 2013*. On Charriez’ January 9, 2013 return to work, Yusuf started screaming at her, and told her to leave or he would call the police. *Tr. 186:9-187:1, Jan. 25, 2013*. 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. *Tr. 93:5-94:15; 164:19-165:18; 187:5-188:8, Jan. 25, 2013*. 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. *Tr. 141:25-142:18;143:17-146:19; 166:21-167:8, Jan 25, 2013*.

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.” *Pl. Ex. 28, Response to Interrogatory 6*. Defendants now claim that Yusuf is the owner of only 7.5% of the shares of United (*Pl. Ex. 2, p. 11*), 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.”

DISCUSSION

Although this matter is before the Court on Plaintiff’s Renewed Motion that seeks a temporary restraining order, the parties agree that following the full evidentiary hearing

conducted, the relief Plaintiff seeks is a preliminary injunction pursuant to Fed. R. Civ. P. 65(a). The Court cannot issue a preliminary injunction unless on the basis of the evidence on the record, Plaintiff prevails as to each of the four factors recently delineated by the Virgin Islands Supreme Court in *Petrus*, namely: (1) the movant has shown a reasonable probability of success on the merits; (2) the movant will be irreparably injured by the denial of the relief; (3) granting preliminary relief will not result in even greater harm to the nonmoving party; and (4) granting the preliminary relief will be in the public interest. 56 V.I. at 554. Only if the movant produces evidence sufficient to convince the Court that all four factors favor preliminary relief should the injunction issue. *Opticians Association of America v. Independent Opticians of America*, 920 F.2d 187, 192 (3d Cir. 1990).

The evidentiary record before the Court includes the testimony of witnesses and documentary exhibits. Those exhibits include prior filings of the parties in this case by which the parties are bound by virtue of the doctrine of judicial admissions. *Berckley Inv. Group, Ltd. V. Colkitt*, 455 F.3d 195, 211 n. 20 (3d Cir. 2006); *Parilla v. IAP Worldwide Serv., VI, Inc*, 368 F.3d 269, 275 (3d Cir 2004). Those exhibits also include filings in prior unrelated cases, which are admissible as admissions of such party against its interest, pursuant to Fed. R. Evid. 801(d).⁶

The Court will consider the four factors required for the issuance of a preliminary injunction *in seriatim*, and makes the following conclusions of law.

CONCLUSIONS OF LAW

Probability of Movant's Success on the Merits.

1. Plaintiff seeks to establish that his business relationship with Yusef of more than 25 years constitutes a Virgin Islands partnership, notwithstanding the lack of any written partnership

⁶ On April 7, 2010, Act No. 7161 became law, section 15 of which established the Federal Rules of Evidence as applicable in this Court. See, *Chinnery v. People*, 55 V.I. 508, 525 (2011).

agreement and the failure of the business to file Virgin Islands partnership tax returns or to provide K-1 forms to report partners' distributive share of income, among other factors urged by Defendants. Whether the relationship will be characterized as a partnership is governed by the Uniform Partnership Act ("UPA"), adopted in 1998 as Title 26, Chapter 1 of the Virgin Islands Code.

2. 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." *Former* 26 V.I. Code §21(a).

3. Under the UPA, "A person who receives a share of the profits of a business is presumed to be a partner in the business..." 26 V.I. Code §22(c)(3). 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..." *Former* 26 V.I. Code §22(4).⁷

4. 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. *Addie v. Kjaer*, Civ. No. 2004-135, 2011 WL 797402, at 3* (D.V.I. Mar. 1, 2011).

⁷ The Court applies the test in effect at the time the business relationship between the parties was formed (see *Harrison v. Bornn, Bornn & Handy*, 200 F.R.D. 509, 514 (D.V.I. 2001)) , and holds that a partnership is found to exist by the admitted sharing of profits of the business unless Defendants' evidence is sufficient to rebut that *prima facie* evidence. However, the distinction between the language in the former statute and the current is of no legal significance. Commentary of the National Conference of Commissioners of Uniform State Laws on the publication of the 1997 of the UPA notes that "no substantive change is intended. The sharing of profits is recast as a rebuttable presumption of a partnership, a more contemporary construction, rather than as prima facie evidence thereof." Formation of Partnership, Unif. Partnership Act §202, cmt. 3 (1997).

5. “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.” 26 V.I. Code §2(7), *emphasis added*. 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.” 26 V.I. Code §2(8).

6. Defendants protest that there is no written partnership agreement to memorialize the understanding between Yusuf and Hamed. However, as noted, 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. *Smith v. Robinson*, 44 V.I. 56, 61 (Terr. Ct. 2001).

7. 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. *Sylvester v. Frydenhoj Estates Corp.*, 47 V.I. 720, 724 (D.V.I. 2006), citations omitted.

8. Defendants suggest that Hamed and Yusuf entered into a joint venture rather than a partnership. 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. *Boudreax v. Sandstone Group*, 36 V.I. 86, 97 (Terr. Ct. 1997), citing *Fountain Valley Corp. v. Wells*, 19 V.I. 607 (D.V.I.1983).

9. 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. *Pl. Ex. 1, Dep. Ex .7*. 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.” *C&C Manhattan v. Gov’t of the V.I.*, 46 V.I. 377, 384 (D.V.I. 2004), citations omitted. 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.

10. The Court concludes that Defendants’ recent claims that the parties have been engaged in a joint venture and not a partnership are not credible as they contradict the record before the Court and the long history prior to this litigation of admissions by Yusuf, who did not testify at the hearing, 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.

11. Defendants argue that Defendant United has owned and operated the businesses known as Plaza Extra, and that Hamed’s claims must fail because he concedes that he has no ownership interest in United. To the contrary, 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. *McDonald v. McDonald*, 192 N.W. 2d 903, 908 (Wis. 1972). The fact that the partner conducting the business utilizes a corporate form does not change the essential nature of the relationship of the parties. *Granik v. Perry*, 418 F.2d 832, 836 (5th Cir. 1969).

12. 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. *Al-Yassin v. Al-Yassin*, 2004 WL 625757, *7 (Cal. Ct. App. 2004). 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.” *Alpart v. Gen. Land Partners Inc.*, 574 F.Supp. 2d 491, 500 (E.D. Pa. 2008).

13. 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.⁸

14. 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 (26 V.I. Code §22(a)). The parties agreed to share the net profits of the business "50/50" (26 V.I. Code §22(c)(3)). Each of the parties contributed money and services to commence the business operation. The parties agreed that their relationship would continue without any definite term. The parties jointly shared the risks of the business and agreed to equally share any losses of the business. By dividing the initial management of the business between the warehouse, receiving and produce (Hamed) and the office (Yusuf), the parties jointly managed the business. 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.

15. On the basis of the record before the Court and the foregoing, Plaintiff has demonstrated a reasonable probability that he will succeed on the merits of his claim as to the existence of a partnership between himself and Yusef with regard to the three Plaza Extra stores.

Irreparable injury to Movant by denial of relief.

16. As the Court finds that there is a reasonable probability of Plaintiff's success in proving the existence of a partnership, he is entitled to the benefits of his status as a partner, including "an equal share of the partnership profits" and "equal rights in the management and conduct of the partnership business." 26 V.I. Code §71(b) and (f).

⁸ The analysis and the result are the same if the evidence is determined to give rise to the presumption of the existence of a partnership of the parties under the current 26 V.I. Code §22(c)(3), the Virgin Islands UPA. Defendants' proofs are insufficient to rebut the presumption of the existence of a partnership.

17. Plaintiff maintains this action seeking equitable relief, and this Court may grant such equitable (i.e. injunctive) relief to enforce Plaintiff/partner’s rights to an equal share of the partnership profits and equal rights in the management and conduct of the partnership, pursuant to 26 V.I. Code §75(b)(1) and (2)(i).

18. Yusuf forcefully contends that this case is solely about money damages, and any damage to Plaintiff is economic damage only, which can be remedied by an award of monetary damages. “[A] preliminary injunction should not be granted if the injury suffered by the moving party can be recouped in monetary damages.” *IDT Telecom, Inc. v CVT Prepaid Solutions, Inc.*, 250 Fed. Appx. 476, 479 (3d Cir. 2007), citations omitted. Although the alleged diversion of more than \$3,000,000 constitutes a primary focus of Plaintiff’s claims for relief, he also seeks to remedy what he alleges to be usurpation by Yusuf of his “equal rights in the management and conduct of the partnership.”

19. To establish irreparable harm, Plaintiff must show that his legal remedies (i.e. the potential award of a money judgment) are inadequate. If the plaintiff suffers a substantial injury that cannot be accurately measurable or adequately compensable by an award of money damages, irreparable harm may be found. *Ross-Simonsof Warwick, Inc. v. Baccarat*, 102 F.3d 12, 18-19 (1st Cir. 1996). An award of monetary damages may not provide an adequate remedy where the amount of monetary loss alleged is not capable of ascertainment. *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F. 2d 797, 801 (3d Cir. 1989).⁹ Further, injunctive relief may be available where the movant can “demonstrate that there exists some cognizable danger of

⁹ With regard to the August 2012 diversion of more than \$2.7 million by Mahar Yusuf, president of United, to accounts inaccessible to Plaintiff, a real concern exists that continuing diversions will not be traceable as the Plaza Extra store have had no system of internal controls in existence and, to date accounting for the businesses is not completed beyond June 2012. (Testimony of accountant John Gaffney, *Tr. 71:20-72:3; 75:11-21, Jan. 31, 2013.*) As such, the amount of any monetary loss suffered by Plaintiff may not be capable of ascertainment.

recurrent violation of its legal rights.” *Anderson v. Davila*, 125 F. 3d 148, 164 (3d Cir. 1997), quoting *United States v. W.T. Grant Co.*, 345 U.S. 629, 633 (1953), internal quotations omitted.

20. Plaintiff alleges recurring violations of his legal rights to equal participation in the management and conduct of the partnership business. In addition, Plaintiff claims that the diversion of partnership revenues to accounts inaccessible to Plaintiff without accounting or explanation constitutes a showing of irreparable harm because of the threat that similar diversions will occur in the future and diverted funds may be removed from the jurisdiction of the Court rendering a monetary judgment ineffectual. See *Health and Body Store, LLC v. JustBrand Limited*, 2012 WL 4006041, at *4-5 (E.D. Pa. Sept. 11, 2012).

21. The record reflects that Yusuf has arbitrarily addressed employee issues, including termination of a long-term high level employee and has threatened to close the stores. (See, Findings of Fact, ¶40). Evidence exists in the record to the effect that co-managers in Plaza Extra East no longer speak with each other (*Tr. 166:21-167:8, Jan. 25, 2013*), that employees are fearful for their jobs (*Tr. 158:18-159:12, Jan. 25, 2013*), and that the tensions between Yusuf and the Hamed family have created a “hard situation” for employees (*Tr. 187:5-188:8*). Plaintiff alleges that such circumstances that flow directly from his deprivation of equal participation in management and control of the supermarkets reflect his loss of control of the reputation and goodwill of the business which constitute irreparable injury, not compensable by an award of money damages. *S & R Corp. v. Jiffy Lube Intern., Inc.*, 968 F.2d 371, 378 (3d Cir. 1992).

22. Defendant's actions have deprived Plaintiff of his rights to equal participation in the management and conduct of the business. As such, the Court finds that Plaintiff has met his burden of establishing irreparable injury if injunctive relief is not granted.¹⁰

The balance of harms favors the Movant

23. One of the goals of the preliminary injunction analysis is to maintain the status quo, defined as "the last, peaceable, noncontested status of the parties." *Opticians Association of America, supra*, 920 F.2d at 197, citations omitted. For more than 25 years, the parties have been able to equally manage and control their very successful business enterprise. For reasons delineated above, that Plaintiff's rights to equal management and control have been infringed upon by the actions of Defendant. In considering the relief sought by Plaintiff, the Court must assure that granting injunctive relief will not harm Defendants more than denying relief would harm Plaintiff.

24. The remedy sought and the relief to be imposed does not deprive Yusuf of his statutory partnership rights to equal management and control of the business. Rather, it simply assures that Hamed is not deprived of the same legal rights to which he is entitled. Neither party has the right to exclude the other from any part of the business. *Health and Body Store, LLC, supra*, 2012 WL 4006041, at *5. The relief sought and granted to provide equal access to all aspects of the business will not harm Defendants more than the denial of such relief harms Plaintiff.

25. Neither party has sought and the Court has not considered the prospect of appointing a receiver or bringing in any other outsider to insure that the joint management and control of the

¹⁰ Most troubling is the substance of Plaintiff's Motion to Supplement the Record, dated and filed April 23, 2013, after the Opinion was largely completed. Therein, Waleed Hamed states that the Hamed family has been denied access to the supermarket accounts and signature authorization to Hamed family members has been revoked by the depository banks based upon instructions from Yusuf. Deprivation of access to bank accounts and signature authorization on bank accounts clearly constitute denial of partnership management rights not compensable by an award of monetary damages.

partnership is maintained. Rather, notwithstanding the animosity that exists between the parties, they are left to work out issues of equal management and control themselves as they have done successfully over the years.

Public interest favors injunctive relief.

26. The public interest is best served by the continued success of Plaza Extra Supermarkets or, in the alternative, by the orderly dissolution or winding down of the business relationship of the parties pursuant to their own agreement. Enforcement of statutory rights of the partners is best suited to accomplish that end.

27. The public interest is served by the continued employment of 600 Virgin Islanders and the continuity of this Virgin Island institution operated according to law and their agreement. “It is not only in the interest of [Plaintiff] that this court grant a preliminary injunction against [Defendants], but it is in the public interest to ensure that the management of [Plaza Extra Supermarkets] be properly maintained and the premises remain available for public use—they being an integral part of the St. Croix economy.” *Kings Wharf Island Enterprises, Inc. v. Rehlaender*, 34 V.I. 23, 29 (Terr. Ct. 1996).

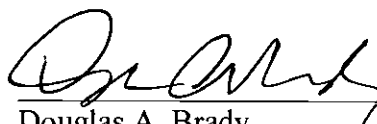
CONCLUSION

Injunctive relief is appropriate to preserve the status quo of the parties, their partnership and business operations, by ensuring that the parties’ statutory rights are preserved and enforced. The Court’s Order entering injunctive relief must state its terms specifically and describe in reasonable detail the act or acts restrained. *Caribbean Healthways, Inc. v. James*, 55 V.I. 691, 700 (2011), quoting Fed. R. Civ. P. 65(d)(1)(B) and (C).

Consistent with this Court’s Findings of Fact and Conclusions of Law a separate Order of even date will accompany this Memorandum Opinion, directing the parties as follows:

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

Dated: April 25, 2013



Douglas A. Brady
Judge of the Superior Court

ATTEST:

VENETIA H. VELASQUEZ

Clerk of the Court

By: 

Chief Deputy Clerk

4/25/13

FOR PUBLICATION

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

MOHAMMED HAMED by his authorized agent)	
WALFED HAMED,)	
	)	CIVIL NO. SX-12-CV-370
Plaintiff,)	
v.	)	ACTION FOR DAMAGES;
	)	PRELIMINARY AND PERMANENT
FATHI YUSUF, and UNITED CORPORATON,	)	INJUNCTION; DECLARATORY
	)	RELIEF
Defendants,	)	JURY TRIAL DEMANDED
)	
_____)	

ORDER

The Court having issued its Memorandum Opinion of this date, it is hereby

ORDERED that Plaintiff's Emergency Motion to Renew Application for TRO, filed January 9, 2013, seeking entry of a temporary restraining order or, in the alternative, preliminary injunction is **GRANTED**, as follows:

ORDERED that the operations of the three Plaza Extra Supermarket stores shall continue as they have throughout the years prior to this commencement of this litigation, with Hamed, or his designated representative(s), and Yusuf, or his designated representative(s), jointly managing each store, without unilateral action by either party, or representative(s), affecting the management, employees, methods, procedures and operations. It is further

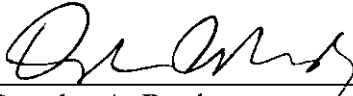
ORDERED that no funds will be disbursed from supermarket operating accounts without the mutual consent of Hamed and Yusuf (or designated representative(s)). It is further

ORDERED that all checks from all Plaza Extra Supermarket operating accounts will require two signatures, one of a designated representative of Hamed and the other of Yusuf or a designated representative of Yusuf. It is further

ORDERED that a copy of this Order shall be provided to the depository banks where all Plaza Extra Supermarket operating accounts are held. It is further

ORDERED that Plaintiff shall forthwith file a bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) with the Clerk of the Court, and shall provide notice of the posting to Defendants. (Plaintiff's interest in the "profits" accounts of the business now held at Banco Popular Securities shall serve as additional security to pay any costs and damages incurred by Defendants if found to have been wrongfully enjoined.)

Dated: *April 25, 2013*



Douglas A. Brady
Judge of the Superior Court

ATTEST:

VENETIA H. VELASQUEZ
Clerk of the Court

By: 

Chief Deputy Clerk

4/25/13

Exhibit 10 – Attorney Fees Paid to Joe DiRuzzo, FUERST ITTLEMAN DAVID & JOSEPH, PL

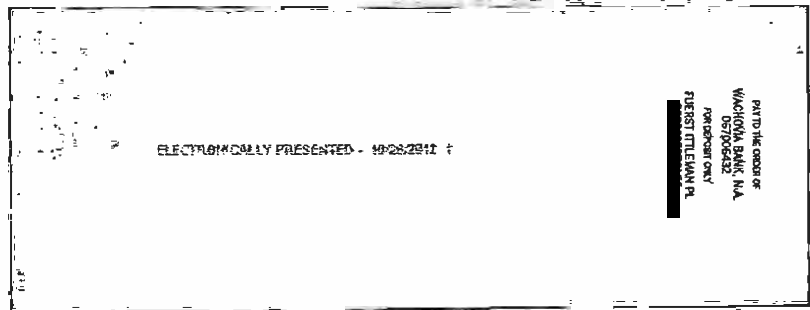
Exhibit 10 - Payments After 1/1/2012 to Fuerst Ittleman from Plaza Account

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

CHECK 3977

PAGE 3 of 4

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



UNITED CORPORATION DBA PLAZA EXTRA (340) 719-1870 PO BOX 3649 ST CROIX, VI 00851		BANCO POPULAR DE PUERTO RICO 101-667216	3977 ⑈⑈⑈⑈⑈⑈⑈⑈
		DATE	Oct 19, 2012
		AMOUNT	\$ 29,011.50
PAY TO THE ORDER OF:	Twenty-Nine Thousand Eleven and 50/100 Dollars		
	FUERST ITTLEMAN DAVID & JOSEPH, PL 1001 BRICKELL BAY DRIVE 32ND FLOOR MIAMI, FL 33131		
Memo:	[REDACTED]		
	[REDACTED] 9770 00 99 [REDACTED] [REDACTED]		
	[REDACTED] AUTHORIZED SIGNATURE [REDACTED]		

HAMD603643

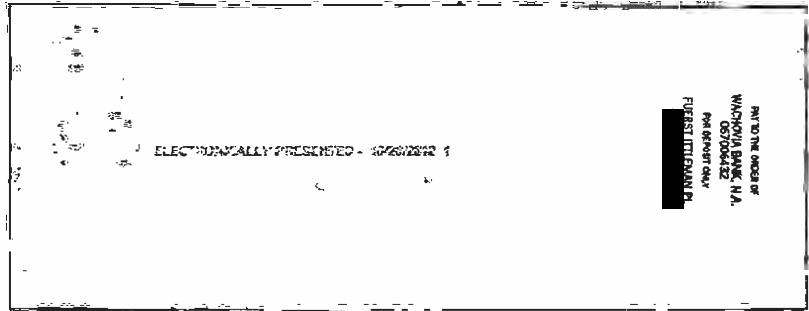
CHECK 3979

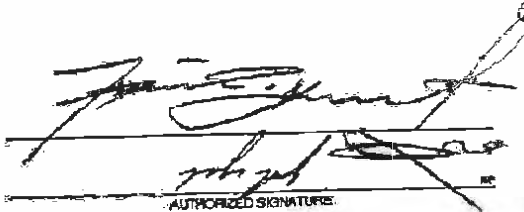
Dated: Friday, October 19, 2012

Amount: \$15,067.26

Cleared: Sunday, October 28, 2012

Depository: Fuerst Ittleman PL
Account Wachovia Bank N.A.
[REDACTED]



UNITED CORPORATION DBA PLAZA EXTRA (340) 719-1870 PO BOX 3649 ST CROIX, VI 00851		BANCO POPULAR DE PUERTO RICO 301-887216	3979 CHECK NO.
		DATE Oct 19, 2012	
		AMOUNT \$ 15,067.26	
PAY TO THE ORDER OF:	Fifteen Thousand Sixty-Seven and 26/100 Dollars FUERST ITTLEMAN DAVID & JOSEPH, PL 1001 BRICKELL BAY DRIVE 32ND FLOOR MIAMI, FL 33131	 AUTHORIZED SIGNATURE	
Memo:	[REDACTED]		

HAMD603644

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

BANCO POPULAR DE PUERTO RICO
101-667/216

4195
CHECK NUMBER

DATE

Nov 16, 2012

AMOUNT

\$ 99,254.45

PAY
TO THE
ORDER
OF:

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



AUTHORIZED SIGNATURE

Memo:

██████████ 11/16/2012 ██████████

HAMD203422

OF
N.A.
T ONLY
FURNITUREMAN PL
FOC

[REDACTED]

1. The following information is for your information only and should not be used for any other purpose.
2. The information is for your information only and should not be used for any other purpose.
3. The information is for your information only and should not be used for any other purpose.
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9. The information is for your information only and should not be used for any other purpose.
10. The information is for your information only and should not be used for any other purpose.

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

BANCO POPULAR DE PUERTO RICO
101-667/216

4642
CHECK MARK

DATE
Jan 21, 2013

AMOUNT
\$ ***\$111,660.24

Phn OK
Type OK
Issued OK
TIP OK
Net OK
AP

PAY TO THE ORDER OF: One Hundred Eleven Thousand Six Hundred Sixty and 24/100 Dollars
FUERST ITTLEMAN DAVID & JOSEPH PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

Memo:



[Handwritten Signature]

AUTHORIZED SIGNATURE

HAMD261896

Details on Back
Security Features Included

PAY TO THE ORDER OF

WACHOVIA BANK, N.A.

067006432

FOR DEPOSIT ONLY

FUERST TTELEMAN PL

[REDACTED]

1 ELECTRONICALLY DEPOSITED 1/28/2013

916
7000
5000
916

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

BANCO POPULAR DE PUERTO RICO

Pin ID	101-667916
Type	Open <i>OK</i>
Issue/Exp	AD <i>X</i>
Acc Dep. Only	<i>OK</i>
Hist.	<i>OK</i>
Sig.	<i>OK</i>
HPF	<i>OK</i>
Memo	<i>OK</i>

4819

CHECK NUMBER

DATE
Feb 13, 2013

AMOUNT

\$ ***\$112,383.32

PAY One Hundred Twelve Thousand Three Hundred Eighty-Three and 32/100 Dollars

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

Memo:



David Fuerst

AUTHORIZED SIGNATURE

HAMD277362

Details on Back. Security Features Included

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



[Faint, illegible text and markings, possibly a barcode or scanning artifacts]

HAMD277363

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

BANCO POPULAR DE PUERTO RICO
101-667/216

5005

CHECK NUMBER

DATE

Mar 6, 2013

AMOUNT

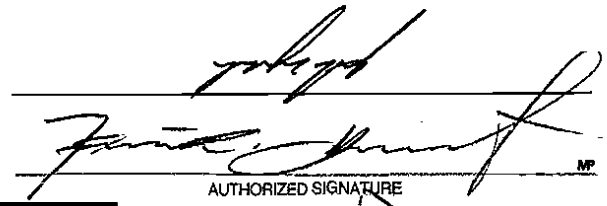
\$ *****\$82,274.87

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

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

Memo:

[REDACTED]



AUTHORIZED SIGNATURE

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

FOR DEPOSIT ONLY
FJERST IITLEMAN PL
[REDACTED]

ELECTRONICALLY PRESENTED - 3/12/2012

HAMD562194

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

BANCO POPULAR DE PUERTO RICO
101-667/216

5193
CHECK 21
MICROFILM

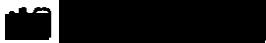
DATE
Apr 3, 2013

AMOUNT

\$ ****\$54,938.89

PAY TO THE ORDER OF: Fifty-Four Thousand Nine Hundred Thirty-Eight and 89/100 Dollars
FUERST ITTLEMAN DAVID & JOSEPH PL
1001 BRICKELL BAY DRIVE
32ND FLOOR
MIAMI, FL 33131

Memo:



Joseph Fuerst

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Joseph Fuerst

MP

Details on Back
Security Features Included

PAY TO THE ORDER OF
WACHOVIA BANK, N.A.
067006432
FOR DEPOSIT ONLY
FUERST ITLEMAN PL

ELECTRONICALLY PRESENTED - 482013 1

HAMD562232

Exhibit 11 - Payment of United Shopping Center Gross Receipt Taxes from Plaza Account

Exhibit 11 - Payment of United Shopping Center Gross Receipt Taxes from Plaza Account

Date	United Shopping Plaza Adjusted Gross Sales	United Shopping Center Plaza Gross Receipt Tax	Notes
Jan-12	\$46,673.33	\$2,100.30	Missing check(s) in the amount of \$279,868.40
Feb-12	\$31,423.33	\$1,414.05	
Mar-12	\$57,358.33	\$2,867.92	
Apr-12	\$47,388.33	\$2,369.42	
May-12	\$27,188.33	\$1,359.42	
Jun-12	\$39,198.33	\$1,959.92	
Jul-12	\$38,058.33	\$1,902.92	
Aug-12	\$43,248.33	\$2,162.42	
Sep-12	\$48,048.33	\$2,402.42	
Oct-12	\$35,768.33	\$1,788.42	
Nov-12	\$38,673.33	\$1,933.67	
Dec-12	\$37,258.33	\$1,862.92	
Jan-13	\$32,215.83	\$1,610.79	No documents found
Feb-13	\$42,888.33	\$2,144.42	
Mar-13			
Apr-13	\$23,318.33	\$1,165.92	
May-13	\$34,019.16	\$1,700.96	
Jun-13	\$33,908.33	\$1,695.42	
Jul-13	\$26,138.33	\$0.00	
Aug-13	\$33,150.83	\$1,657.54	
Sep-13	\$28,355.83	\$1,417.79	
Oct-13	\$32,038.58	\$1,601.93	
Nov-13	\$33,725.83	\$1,686.29	
Dec-13	\$31,283.33	\$1,564.17	
Jan-14	\$31,268.33	\$1,563.42	
Feb-14	\$39,718.33	\$1,985.92	
Mar-14	\$29,118.33	\$1,455.92	
Apr-14	\$54,468.33	\$2,723.42	
May-14	\$34,208.33	<u>\$1,710.42</u>	
	Total:	\$49,808.13	

Exhibit 12 - Overpayment of Insurance by Plaza Extra East

**Exhibit 12 - Overpayment of Insurance by Plaza Extra East
for United Shopping Center**

Year	Overpayment of Insurance by PE East to United	
2003	\$26,068.20	
2004	\$26,068.20	
2005	\$47,679.36	
2006	\$47,679.36	
2007	\$40,979.76	
2008	\$40,979.76	
2009	\$75,132.96	
2010	\$68,381.15	
2011	\$75,132.96	
2012	\$75,435.52	
2013	\$67,957.76	
2014	\$67,957.76	
Total Overpayment for 2012-2014:		\$211,351.04
Total Overpayment for 2003-2011:		\$448,101.71

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Friday, May 30, 2014 6:01 PM
To: George H.T. Dudley
Cc: dewoodlaw@gmail.com; Gregory H. Hodges; Charlotte Perrell;
carl@carlhartmann.com; kimjapinga@gmail.com
Subject: Re: Insurance Premiums

Of course Wally did the right thing to protect the partnership. Your email still does not address the wrong name of the insured being used. Likewise, two checks would help the accounting while preserving everyone's rights as the partnership cannot deduct the insurance premium for a shopping center it does not own. I do not understand why you do not want these issues straightened out other than it being easier to continue to cut corners than explaining to your client why the accounting needs to be done properly

Sent from my iPhone

On May 30, 2014, at 3:55 PM, "George H.T. Dudley" <gdudley@dtflaw.com> wrote:

Joel,

While the parties continue to work out resolution of the competing plans for the liquidation of the partnership, I think that the more appropriate course is to leave in place the court's order maintaining the status quo. Consequently, the insurance should be paid as it has been in the past; i.e., as a single check out of the Plaza Extra Operating Account.

To your point about preserving claims between the partners vis a vis United expenses vs. expenses of the partnership, the insurance policy breaks out the components of the risks insured and the associated premium, consequently, the claims between the partners are preserved.

Finally, I am told that the insurance needs to be paid today and I urge you to have your client work with the Yusufs to get the premiums paid.

Regards, ghtd

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Wednesday, May 28, 2014 5:33 PM
To: dewoodlaw@gmail.com
Cc: Gregory H. Hodges; Charlotte Perrell; George H.T. Dudley;
carl@carlhartmann.com; kimjapinga@gmail.com
Subject: Re: Insurance Premiums

All-based on Nizar's response, I have told my client to contact the insurance carrier and change the name of the named insured on the three stores a the partnership. As for the payment, I have no problem with doing two checks, one for the coverage for United's property (the shopping

center) and one for the partnership interests, the three stores. I am also willing for the two checks to come out of the partnership accounts so long as the payment of the United portion is without prejudice to my client's position that this is a United obligation (and without prejudice to your position that this is a payment that the partnership should pay for whatever reason). If acceptable, please let me know and please have two checks prepared.

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

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

From: Nizar DeWood <dewoodlaw@gmail.com>
To: Joel Holt <holtvi@aol.com>
Cc: ghodges <ghodges@dtflaw.com>; cperrell <cperrell@dtflaw.com>;
gdudley <gdudley@dtflaw.com>; carl <carl@carlhartmann.com>;
kimjapinga <kimjapinga@gmail.com>
Sent: Tue, May 27, 2014 5:55 pm
Subject: Re: Insurance Premiums

Great. Let the partnership pay the premiums like it always has.

Sent from my iPhone

On May 27, 2014, at 5:31 PM, Joel Holt <holtvi@aol.com> wrote:

All-I sent an email about this on May 21st-the policy for the stores has to be in the name of the partnership and the shopping center is United's problem. Why is that problem?

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

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

From: NIZAR DEWOOD <dewoodlaw@gmail.com>
To: Joel Holt <holtvi@aol.com>
Cc: Gregory H. Hodges <ghodges@dtflaw.com>; Charlotte Perrell <cperrell@dtflaw.com>

Sent: Tue, May 27, 2014 4:57 pm
Subject: Insurance Premiums

There's a \$335k check that needs to be signed for the insurance premiums (the policy covers all stores). Wally has refused to sign it, despite the fact that such has been practice for the last 30 years.

The insurance on all stores will expires May 31st, 2014.
Please advise.

Nizar A. DeWood, Esq.

DeWood Law Firm
2006 Eastern Suburb, Suite 102
Christiansted, V.I. 00820
t. (340) 773.3444
f. (888) 398.8428

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ACORD EVIDENCE OF PROPERTY INSURANCE

DATE
07/15/2003

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER INTER-OCEAN INSURANCE AGENCY, INC. #7B PETER'S REST ST. CROIX VI 00822-		COMPANY ROYAL INS./C/O SME, INC. CHICAGO IL 60673-3160	
PHONE (A/C, No, Ext) (340) 773-4600			
CODE: AGENCY CUSTOMER ID#: 058700	SUB CODE:		
INSURED UNITED CORPORATION UNITED SHOPPING CENTER P.O. BOX 763 C' STED, ST. CROIX VI 00821-		LOAN NUMBER	POLICY NUMBER KRD319854
		EFFECTIVE DATE 07/23/2003	EXPIRATION DATE 07/23/2004
		CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED: / /			

PROPERTY INFORMATION

LOCATION/DESCRIPTION			
1) UNITED SHOPPING CENTER	4C & 4D SION FARM	C' STED, ST. CROIX	VI 00821-
2) UNITED SHOPPING CENTER	ESTATE PLESSEN (GROVE)	F' STED ST. CROIX	VI 00840
3) UNITED SHOPPING CENTER	TUTU MALL	ST THOMAS	VI 00801

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
LOC 1 - BUILDING	8,500,000	10,000
INVENTORY	3,000,000	10,000
EQUIPMENT	2,500,000	10,000
RENTS	500,000	10,000
LOC 2 - BUILDING	6,000,000	10,000
IMPROVEMENTS	2,000,000	10,000
EQUIPMENT	2,500,000	10,000
INVENTORY	3,000,000	10,000

REMARKS (Including Special Conditions)

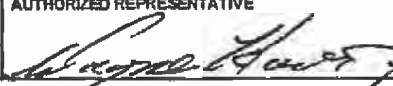
LOC 3 IMPROVEMENTS	1,000,000	10,000
INVENTORY	3,000,000	10,000
EQUIPMENT	2,500,000	10,000
RENTAL	400,000	10,000

PERILS: ALL RISK EXCLUDING WINDSTORM BUT INCLUDING EARTHQUAKE COINSURANCE 80% VALUATION
 REPLACEMENT COST: DEDUCTIBLE EARTHQUAKE 2% OF TOTAL INSURED VALUES AT TIME OF LOSS
 25% MINIMUM EARNED PREMIUM

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 15 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS TUTU PARK MALL ST. THOMAS, VI 00801	<input checked="" type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE 		

ACORD 27 (3/93)

INS027 (0910)

ELECTRONIC LASER FORMS, INC. (800) 227-0545

© ACORD CORPORATION 1993

HAMD604049

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

DATE	AMOUNT

UNITED CORPORATION D/B/A PLAZA EXTRA
 TEL (340) 778-6240
 PO BOX 763 C'STED
 SAINT CROIX, VI 00821-0763

22538
 101-008/218
 DATE 7/24/03

PAY TO THE ORDER OF InterOcean Insurance Agency Ltd \$ 207,567.20
Two Hundred Seven Thousand Five Hundred Sixty Seven and 20/100 DOLLARS

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

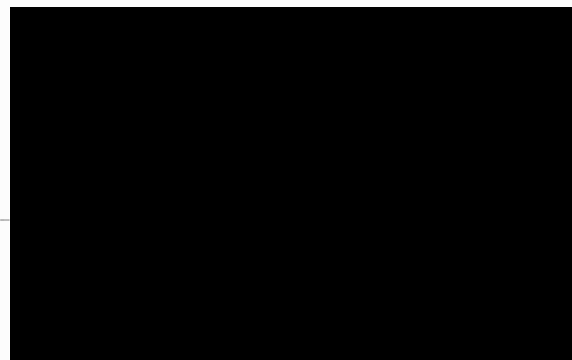
FOR Jos. [Redacted] [Redacted] [Redacted] [Redacted]

[Signature]

HAMD604050

Invoice

INTER-OCEAN INSURANCE AGENCY, INC.
170 PETER'S REG
P.O. BOX 4134 CHRISTIANSTED
ST CROIX VI 00822
Phone: 3407731600
Fax: 3407734100



Bill To: UNITED CORPORATION
UNITED SHOPPING CENTER
P.O. BOX 763
CSTED, ST. CROIX VI 00821

Invoice Date	Agent	Due Date	Effective Date	Expiration Date
7/21/03		7/21/03	7/23/03	7/23/04

Type	LGR	Company	Policy Number	Reference	Amount
REN	PROP	GME	KHUX10754	PROPERTY INSURANCE - UNITED CORPORAT	\$197,045.00
CTX	PROP	SLT	KHD310354	SURPLUS LINES TAX - UNITED CORPORATION	\$9,852.25
CTX	PROP	GIM	KID316854	GOVT TAX - UNITED CORPORATION	\$69.95

Today is the day we should win

Invoice Total: \$207,567.20

AUG-01-2006 TUE 12:06 PM Inter-Ocean Insurance

ACORD EVIDENCE OF PROPERTY INSURANCE

DATE
08/01/2006

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER INTER-OCEAN INSURANCE AGENCY, INC. #7B PETER'S REST ST. CROIX VI 00822-		COMPANY CERTAIN UNDERWRITERS AT LLOYDS	
AGENCY CUSTOMER ID# 058700	SUB CODE	LOAN NUMBER	POLICY NUMBER PENDING
INSURED UNITED CORPORATION UNITED SHOPPING CENTER P.O. BOX 763 C'STED, ST. CROIX VI 00821-		EFFECTIVE DATE 07/23/2006	EXPIRATION DATE 06/01/2007
		CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED: / /			

PROPERTY INFORMATION

LOCATION/DESCRIPTION			
UNITED SHOPPING CENTER	SION FARM	C'STED, ST. CROIX	VI 00821-
	ESTATE PLESSEN	F'STED, ST. CROIX	VI 00840
	TUTU PARK MALL	ST THOMAS,	

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1) SION FARM BUILDING	8,500,000	
FURNITURE/FIXTURES	1,000,000	
INVENTORY	2,500,000	
EQUIPMENT	2,500,000	
BI/RENTS	500,000	
2) ESTATE PLESSEN BUILDING	6,000,000	
FURNITURE/FIXTURES	1,500,000	
INVENTORY	3,000,000	
EQUIPMENT	2,500,000	
3) TUTU PARK FURNITURE/FIXTURES	1,000,000	
INVENTORY	3,000,000	

REMARKS (including Special Conditions)

EQUIPMENT	2,500,000
B/I RENTS	400,000
TOTAL	34,900,000

ALL RISK INCLUDING FLOOD, EARTHQUAKE ALL THREE LOCATIONS. WIND ONLY ST. THOMAS
 DEDUCTIBLE: \$25,000 ALL OTHER PERILS EXCEPT 2% TOTAL INSURED VALUES EARTHQUAKE AND 5% WIND
 COINSURANCE: 80%

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 15 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS () - () -	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>[Signature]</i>		

ANCE AGENCY, INC.

Check Number: 36065
Check Date: Jul 1, 2006

36065

Duplicate

Check Amount: \$379,645.33
Discount Taken Amount Paid
 379,645.33

to be Paid - Description

UNITED CORPORATION D/B/A
PLAZA EXTRA
4C & 4D ESTATE SION FARM
CHRISTIANSTED, VI 00821
(340) 778-6240

BANK OF NOVA SCOTIA
CHRISTIANSTED, VI 00821

101-808/216

36065

DATE

Jul 1, 2006

AMOUNT

Three Hundred Seventy-Nine Thousand Six Hundred Forty-Five and 33/100 Dollars *****\$379,645.33

PAY TO THE ORDER OF: INTER-OCEAN INSURANCE AGENCY, INC.
#7B PETER'S REST
ST. CROIX, VI 00822

Memo: ISURANCE RENEW STX & STT



[Signature]
MICHELE S. BROWN

Check # 36065

HAMD604053

INTER-OCEAN INSURANCE AGENCY, INC.

#7B PETER'S REST
P.O. BOX 4134 CHRISTIANSTED
ST. CROIX, VI 00822
Phone: 3407734600
Fax: 3407734190

Customer Receipt of Payment - AB

Received **\$379,645.33** as Check

From **UNITED CORPORATION**

On **08/03/2006 1:41 PM**

By **MARIA**

FULL PMT. COMM. PROP. R/H

<u>Reference Item</u>	<u>Amount Applied</u>
(NEW) PENDING	\$307,717.32
(REN) NF4426-011	\$71,928.01

Prime Reporter

HAMD604054

FACSIMILE TRANSMITTAL COVER SHEET

**INTER-OCEAN INSURANCE AGENCY, INC.**

#7B PETER'S REST SHOPPING CENTER
 P.O. BOX 4134 CHRISTIANSTED, ST. CROIX, U.S. VIRGIN ISLANDS 00822
 TEL: (340) 773-4600 * FAX: (340) 773-4190

E-MAIL: interocean@vipowernet.net

TO: MR YUSUF	AT: UNITED CORP
FROM: SANDRA GUTIERREZ	FAX #: 775 5766
DATE: 8/1/2006	PHONE #: 775 5646
TIME:	
TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 5 <small>(If you do not receive all pages indicated, please call (340) 773-4600)</small>	
SUBJECT: <u>UNITED CORP</u>	
<p>Mr. Yusuf,</p> <p>See attached proof of insurance for both the Tutu Park bldg and St. Croix bldgs and contents.</p> <p>Thanks for renewing with us. As discussed, the Lloyds policy will run from 7/23 to 6/1/2007 at a pro rated premium of \$306,997.</p> <p>DO call if you have questions.</p> <p>Regards,</p> <p>Sandra</p>	

Invoice

INTER-OCEAN INSURANCE AGENCY, INC.

#7B PETER'S REST
P.O. BOX 4134 CHRISTIANSTED
ST. CROIX VI 00822
Phone: 3407734800
Fax: 3407734190



**Bill To: UNITED CORPORATION
UNITED SHOPPING CENTER
P.O. BOX 783
C'STED, ST. CROIX VI 00821**

Contact Code: 058700
Agency Contact: Maria

Invoice Date	Agent	Policy Date	Effective Date	Expiration Date
8/1/2006	100	7/30/2008	7/23/2008	8/1/2007

Type	LOB	Company	Policy	Description	Amount
NEW	PROP	MUK	PENDING	Policy Generated NEW - UNITED CORPORATION	\$308,997.00
CTX	PROP	GTM	PENDING	GOVT Tax - UNITED CORPORATION	\$720.32
END	PROP	LPT	PENDING	LLOYDS PREMIUM TAX - UNITED CORPORATIC	\$0.00

Today is the day we should win



002

720.32

ACORD™ EVIDENCE OF PROPERTY INSURANCE

DATE
05/30/2007

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER INTER-OCEAN INSURANCE AGENCY, INC. #7B PETER'S REST ST. CROIX VI 00822-		COMPANY CERTAIN UNDERWRITERS AT LLOYDS	
PHONE No. (340) 773-4600 AGENCY CUSTOMER ID #: 058700		LOAN NUMBER POLICY NUMBER PENDING	
CODE: AGENCY CUSTOMER ID #: 058700		EFFECTIVE DATE 06/01/2007	
SUB CODE: INSURED UNITED CORPORATION UNITED SHOPPING CENTER P.O. BOX 763 C' STED, ST. CROIX VI 00821-		EXPIRATION DATE 06/01/2008	
		CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION			
UNITED SHOPPING CENTER	SION FARM	C' STED, ST. CROIX	VI 00821-
	ESTATE PLESSEN	P' STED, ST. CROIX	VI 00840
	TUTU PARK MALL	ST THOMAS,	

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1) SION FARM BUILDING	8,500,000	
FURNITURE/FIXTURES	1,000,000	
INVENTORY	2,500,000	
EQUIPMENT	2,500,000	
B/I RENTS	500,000	
2) ESTATE PLESSEN BUILDING	6,000,000	
FURNITURE/FIXTURES	1,500,000	
INVENTORY	3,000,000	
EQUIPMENT	2,500,000	
3) TUTU PARK FURNITURE/FIXTURES	1,000,000	
INVENTORY	3,000,000	

REMARKS (Including Special Conditions)

EQUIPMENT	2,500,000
B/I RENTS	400,000
TOTAL	34,900,000

ALL RISK INCLUDING FLOOD, EARTHQUAKE ALL THREE LOCATIONS. WIND ONLY ST. THOMAS
 DEDUCTIBLE: \$25,000 ALL OTHER PERILS EXCEPT 2% TOTAL INSURED VALUE EARTHQUAKE AND 5% WIND
 COINSURANCE: 80%

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW _____ DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS () - () -	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Sanford J. ...</i>		

UNITED CORPORATION D/B/A PLAZA EXTRA
INTER-OCEAN INSURANCE AGENCY, INC.

42595

Check Number: 42595
Check Date: Jun 21, 2007

Duplicate

Check Amount: \$326,300.00

Item to be Paid - Description

Discount Taken Amount Paid

326,300.00

UNITED CORPORATION D/B/A
PLAZA EXTRA
4C & 4D ESTATE SION FARM
CHRISTIANSTED, VI 00821
(340) 778-6240

BANCO POPULAR DE PUERTO RICO 101-667216

42595

DATE

Jun 21, 2007

AMOUNT

\$ *****\$326,300.00

Three Hundred Twenty-Six Thousand Three Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF:

INTER-OCEAN INSURANCE AGENCY, INC.
P.O. BOX 4134 C' STED
ST. CROIX, VI 00822

Memo: UNITED CORP (POLICY RENEWAL)

AUTHORIZED SIGNATURE

Details on Back
Security Features Included

HAMD604058

Invoice

INTER-OCEAN INSURANCE AGENCY, INC.

#78 PETER'S REST
P.O. BOX 4134 CHRISTIANSTED
ST. CROIX VI 00822
Phone: 3407734600
Fax: 3407734190

Invoice Number: 48042

Bill To: **UNITED CORPORATION**
UNITED SHOPPING CENTER
P.O. BOX 763
C'STED, ST. CROIX VI 00821

Contact Code: 058700
Agency Contact: Maria

Invoice Date	Agent	Due Date	Invoice Period	Expiration Date
6/21/2007	100	6/12/2007	6/1/2007	6/1/2008

Type	LOB	Company	Policy Number	Reference	Amount
REN	PROP	MLK	INF009010N01	Policy Renewal - UNITED CORPORATION	\$325,000.00
CTX	PROP	GTM	INF009010N01	GOVT Tax - UNITED CORPORATION	\$1,300.00
END	PROP	LPT	INF009010N01	LLOYDS PREMIUM TAX - UNITED CORPORATIC	\$.00

Today is the day we should win

Invoice Total: \$326,300.00

INTER-OCEAN INSURANCE AGENCY, INC.

**#7B PETER'S REST
P.O. BOX 4134 CHRISTIANSTED
ST. CROIX VI. 00822
Phone: 3407734600
Fax: 3407734190**

Customer Receipt of Payment - AB

Received **\$326,300.00** as Check

From **UNITED CORPORATION**

On **6/22/2007 2:21 PM**

By **OMAIRA**

CK#42595 MUK FULLPMT

<u>Reference Item</u>	<u>Amount Applied</u>
(REN) INF009010N01	\$326,300.00

Prime Reporter

HAMD604060



NCG North America
A Division of NCG Professional Risks Ltd

INTER-OCEAN INSURANCE AGENCY, INC.
7B Peters Rest Shopping Center
P.O. Box 224134
CHRISTIANSTED, ST. CROIX, VI 00822-4134
interocean@vipowernet.net

Inter-Ocean Insurance Agency Inc
7B Peters Rest Shopping Center
Christiansted
St. Croix
US Virgin Islands,00820

For the attention of: Sandra Gutierrez

Dated: 02 June 2010

COVER NOTE

In accordance with your instructions we have effected the following cover. Please examine this document carefully and notify us immediately if it is incorrect, or does not meet your requirements, or if the security is unacceptable

UNIQUE MARKET REFERENCE: B1115NFM10111617

TYPE: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE.

INSURED: UNITED CORPORATION doing business as UNITED SHOPPING PLAZA and PLAZA EXTRA. Including any and all Subsidiary, Companies, as now or hereafter constituted for which the Assured has assumed the legal responsibility of insurance, as their respective rights and interests may appear.

MAILING ADDRESS: PO Box 763. Christiansted, St Croix, US Virgin Island 00821

PERIOD: From: 1st June 2010 at 12:01 a.m. Standard Time at the Address of the Named Assured
To: 1st June 2011 at 12:01 a.m. Standard Time at the Address of the Named Assured

INTEREST: Buildings, Furniture and fixtures, Equipment, Inventory, Business Income / Rents.

SUM INSURED: USD 41,900,000 any one loss occurrence and in the Annual Aggregate separately in respect of Flood and Earthquake.

DEDUCTIBLE: USD 25,000 any one loss occurrence other than in respect of Flood and earthquake which 2.00% of the Total Insured Values per Location, any one loss occurrence but 5.00% of Total Insured Value per Location, any one loss occurrence in respect of Wind / Hail for St Thomas Location only.



LOCATION INSURED:

Location 1
Sion Farm, Christiansted, St Croix, US Virgin Islands

Location 2
Estate Plessen, St Croix, US Virgin Islands

Location 3
26A Estate Charlotte Amalie, St Thomas, US Virgin Islands

CONDITIONS:

LMA 3022 (Amended) including:
60 days Notice of Cancellation
Service of Suit Clause naming Dudley, Topper and Feuerzeig.
80% Co-Insurance.

Excluding Wind, Wind Driven Water and Hail in respect of Locations 1 and 2 only.
Demolition and Increased Cost of Construction Extension.
NMA 2340 Land, Water and Air Exclusion, Seepage and/or Pollution and/or Contamination
Exclusion and Debris Removal Endorsement.
Loss Payees and/or Mortgagees and/or Additional Named Assureds automatically agreed
hereon as and where applicable as kept on file by the Agent, without advice to
Underwriters hereon.
AR Mold exclusion.
NMA 2915 Electronic Data Endorsement B.
Unintentional Errors and Omissions Clause.
25% Minimum Earned Premium Clause.
Preservation of Property Clause.
LMA 5092 – U.S. Terrorism Risk Insurance Act of 2002 as Amended Not Purchased
Clause.
ILO9410102 Exclusion of War, Military Action and Terrorism.
Complaints Procedure Notice.
Business Interruption Extension Clause, as attached.

**CHOICE OF LAW &
JURISDICTION:**

Choice of law: All matters shall be governed by and construed in
accordance with the substantive laws of the US. Virgin
Islands.

Choice of jurisdiction: Subject to the provisions of the Service of Suit Clause
contained herein.

PREMIUM:

USD 336,750 (for 100%) per annum

**PREMIUM PAYMENT
TERMS:**

PPC (TOR) 4/86 – 45days, as attached.

**INSURER CONTRACT
DOCUMENTATION:**

This document details the contract terms entered into by the Insurers and constitutes the
contract document.

No further contract document will be issued other than endorsements to note additions,
deletions and amendments.



INTER-OCEAN INSURANCE AGENCY, INC.

#7B PETER'S REST SHOPPING CENTER
P.O. BOX 4134 CHRISTIANSTED, ST. CROIX, U.S. VIRGIN ISLANDS 00822
TEL: (340) 773-4600 * FAX: (340) 773-4190
E-MAIL: interocean@vipowernet.net

DATE: 11/22/2011

TO: United Corporation dba
United Shopping Plaza &
Plaza Extra
P.O. Box 763 - C'sted
St. Croix, VI 00821

Attn: Fahti Yusuf/

FROM: M. Nurse

RE: Commercial Property Policy #B1115P110016

We are pleased to enclose herewith the original above-referenced policy for your files.

Coverage under this policy was effected in accordance with your instructions and we have verified the policy to be accurate. We do, however, suggest you review the policy to make yourself aware of its coverage and conditions. Should you find something incorrect or inaccurate, please let us know at once.

There maybe other important coverages that are missing from your insurance portfolio eg. Errors and Ommissions, Employers Practices. Directors and Officers. Please be sure to talk with our representative about your needs.

Feel free to contact us at anytime with questions or comments concerning this or any other insurance carried by you. We also thank you for allowing our office to service your insurance needs.

Regards,


HAMD604063

UNIQUE MARKET REFERENCE:

B1115P110016

TYPE:

ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE.

INSURED:

UNITED CORPORATION doing business as UNITED SHOPPING PLAZA and PLAZA EXTRA. Including any and all Subsidiary, Companies, as now or hereafter constituted for which the Assured has assumed the legal responsibility of insurance, as their respective rights and interests may appear.

MAILING ADDRESS:

PO Box 783. Christiansted, St Croix, US Virgin Island 00821

PERIOD:

From: 1st June 2011 at 12:01 a.m. Standard Time at the Address of the Named Assured

To: 1st June 2012 at 12:01 a.m. Standard Time at the Address of the Named Assured

INTEREST:

Buildings, Furniture and Fixtures, Equipment, Inventory, Business Income / Rents.

SUM INSURED:

USD 41,900,000 any one loss occurrence and in the Annual Aggregate separately in respect of Flood and Earthquake.

DEDUCTIBLE:

USD 25,000 any one loss occurrence other than in respect of Flood and earthquake which 2.00% of the Total Insured Values per Location, any one loss occurrence but 5.00% of Total Insured Value per Location, any one loss occurrence in respect of Wind / Hail for St Thomas Location only.

LOCATION INSURED:

Location 1
Sion Farm, Christiansted, St Croix, US Virgin Islands

Location 2
Estate Plessen, St Croix, US Virgin Islands

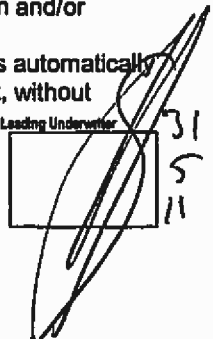
Location 3
26A Estate Charlotte Amalie, St Thomas, US Virgin Islands

CONDITIONS:

LMA 3022 (Amended) including:
60 days Notice of Cancellation
Service of Suit Clause naming Dudley, Topper and Feuerzelg.
80% Co-Insurance.

Excluding Wind, Wind Driven Water and Hail in respect of Locations 1 and 2 only.
Demolition and Increased Cost of Construction Extension.
NMA 2340 Land, Water and Air Exclusion, Seepage and/or Pollution and/or Contamination Exclusion and Debris Removal Endorsement.
Loss Payees and/or Mortgagees and/or Additional Named Assureds automatically agreed hereon as and where applicable as kept on file by the Agent, without

Authorized Signature


Leading Underwriter

31
5
11

advice to Underwriters hereon.
AR Mold exclusion.
NMA 2915 Electronic Data Endorsement B.
Unintentional Errors and Omissions Clause.
25% Minimum Earned Premium Clause.
Preservation of Property Clause.
LMA 5092 – U.S. Terrorism Risk Insurance Act of 2002 as Amended Not Purchased Clause.
IL09410102 Exclusion of War, Military Action and Terrorism.
Complaints Procedure Notice.
Business Interruption Extension Clause, as attached.

CHOICE OF LAW & JURISDICTION:

Choice of law: All matters shall be governed by and construed in accordance with the substantive laws of the US. Virgin Islands.
Choice of jurisdiction: Subject to the provisions of the Service of Suit Clause contained herein.

PREMIUM:

USD 370,000 (for 100%) per annum

PREMIUM PAYMENT TERMS:

PPC (TOR) 4/86 – 45days, as attached.

INSURER CONTRACT DOCUMENTATION:

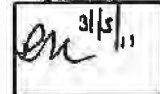
This document details the contract terms entered into by the Insurers and constitutes the contract document.

No further contract document will be issued other than endorsements to note additions, deletions and amendments.

Authorized Signature



Leading Underwriter



INFORMATION:

SCHEDULE OF VALUES

Total Insured Values

Buildings	USD 21,500,000
Equipment	USD 7,500,000
Inventory	USD 8,500,000
Furniture and Fixtures	USD 3,500,000
Business Income	USD 800,000
Total	USD 41,900,000

Location 1 (Christiansted)

Buildings	USD 10,000,000
Equipment	USD 2,500,000
Inventory	USD 2,500,000
Furniture and Fixtures	USD 1,000,000
Business Income	USD 500,000
Total	USD 16,500,000

Location 2 (Frederiksted)

Buildings	USD 7,000,000
Equipment	USD 2,500,000
Inventory	USD 3,000,000
Furniture and Fixtures	USD 1,500,000
Business Income	NIL
Total	USD 14,000,000

Location 3 (St Thomas)

Buildings	USD 4,500,000
Equipment	USD 2,500,000
Inventory	USD 3,000,000
Furniture and Fixtures	USD 1,000,000
Loss of Rents	USD 400,000
Total	USD 11,400,000

Authorized Signature



Leading Underwriter



UNITED CORPORATION D/B/A PLAZA EXTRA
INTER OCEAN INSURANCE AGENCY, INC.

65537


Check Number: 65537
Check Date: Jun 6, 2012

Check Amount: \$371,490.00
Discount Taken Amount Paid

Item to be Paid - Description

Liability insurance

371,490.00

UNITED CORPORATION D/B/A PLAZA EXTRA 4C & 4D ESTATE SHON FARM CHRISTIANSTED, VI 00821 (340) 778-8240 (340) 719-1870		BANCO POPULAR DE PUERTO RICO 101-667/216	65537
		DATE	Jun 6, 2012
		AMOUNT	\$ *****\$371,490.00
Three Hundred Seventy-One Thousand Four Hundred Ninety and 00/100 Dollars			
PAY TO THE ORDER OF:	INTER OCEAN INSURANCE AGENCY, INC. 7B PETERS REST SHOPPING CENTER CHRISTIANSTED, VI 00822-4134	VOID AFTER 90 DAYS	Security Features Included
Memo: COMER. PROPERTY RENEW 6/12-6/13		 AUTHORIZED SIGNATURE	

HAMD604067

Inter Ocean Insurance Agency, Inc.
 7B Peter's Rest Shopping Ctr.
 C'sted, St. Croix, VI 00820

Customer	United Corporation Dba United Shopping Center & Plaza 4646
Date	06/01/2012
Customer Service	Employee DEFREP
Page	1 of 1

United Corporation Dba United Shopping Center & Plaza Superm
 United Shopping Center
 P.O. Box 763 - C'sted
 St. Croix, VI 00821

Payment Information	
Invoice Amount	371,490.00
Payment Code	Invoice#22224 P120016

Customer: United Corporation Dba United Shopping Center & Plaza Supermarket

Invoice	Effective	Description	Amount
22224	06/01/2012	Renew policy Policy #P120016 06/01/2012-06/01/2013 Certain Underwriters at Lloyds Commercial Property - Renew policy Govt Tax - Renew policy Due Date 6/1/2012	370,000.00 1,490.00
Total			371,490.00

Inter Ocean Insurance Agency, Inc. 7B Peter's Rest Shopping Ctr. C'sted, St. Croix, VI 00820	(340)773-4600 infostx@interoceaninsurance.com	Date 06/01/2012
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UNIQUE MARKET REFERENCE: B1115P140016

TYPE: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE.

INSURED: UNITED CORPORATION doing business as UNITED SHOPPING PLAZA and PLAZA EXTRA. Including any and all Subsidiary, Companies, as now or hereafter constituted for which the Assured has assumed the legal responsibility of insurance, as their respective rights and interests may appear.

MAILING ADDRESS: PO Box 763, Christiansted, St Croix, US Virgin Island 00821

PERIOD:
 From: 1st June 2014 at 12:01 a.m. Standard Time at the Address of the Named Assured.
 To: 1st June 2015 at 12:01 a.m. Standard Time at the Address of the Named Assured.

INTEREST: Buildings, Furniture and Fixtures, Equipment, Inventory, Business Income / Rents.

SUM INSURED: USD 41,900,000 any one loss occurrence and in the Annual Aggregate separately in respect of Flood and Earthquake.

DEDUCTIBLE: USD 25,000 any one loss occurrence other than in respect of Flood and Earthquake which 2% of the Total Insured Values per Location, any one loss occurrence but 5% of Total Insured Value per Location, any one loss occurrence in respect of Wind / Hail for St Thomas Location only.

LOCATION INSURED:
Location 1
 Sion Farm, Christiansted, St Croix, US Virgin Islands
Location 2
 Estate Plessen, St Croix, US Virgin Islands
Location 3
 26A Estate Charlotte Amalia, St Thomas, US Virgin Islands

CONDITIONS: LMA 3022 (Amended) including:
 60 days Notice of Cancellation
 Service of Suit Clause naming Dudley, Topper and Feuerzeig.
 80% Co-Insurance.

Excluding Wind, Wind Driven Water and Hail in respect of Locations 1 and 2 only.
 Period of indemnity in respect of Business Interruption: 12 months limited to 1/12 monthly.
 Demolition and Increased Cost of Construction Extension.
 NMA 2340 Land, Water and Air Exclusion, Seepage and/or Pollution and/or Contamination Exclusion and Debris Removal Endorsement.

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Loss Payees and/or Mortgagees and/or Additional Named Assureds automatically agreed hereon as and where applicable as kept on file by the Agent, without advice to Underwriters hereon.

AR Mold exclusion.

NMA 2915 Electronic Data Endorsement B.

Unintentional Errors and Omissions Clause.

25% Minimum Earned Premium Clause.

Preservation of Property Clause.

LMA 5092 - U.S. Terrorism Risk Insurance Act of 2002 as Amended Not Purchased Clause.

IL09410102 Exclusion of War, Military Action and Terrorism.

Complaints Procedure Notice.

LMA 5039 - Business Interruption Extension Clause, as attached.

LMA 3100 - Sanction Limitation and Exclusion Clause, as attached.

CHOICE OF LAW & JURISDICTION:

Choice of law: All matters shall be governed by and construed in accordance with the substantive laws of the US. Virgin Islands.

Choice of jurisdiction: Subject to the provisions of the Service of Suit Clause contained herein.

PREMIUM:

USD 333,000 (for 100%) per annum

PREMIUM PAYMENT TERMS:

PPC (TOR) 4/86 – 45days, as attached.

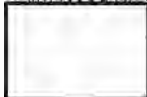
INSURER CONTRACT DOCUMENTATION:

This document details the contract terms entered into by the Insurers and constitutes the contract document.

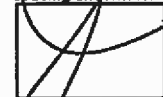
No further contract document will be issued other than endorsements to note additions, deletions and amendments.

[Handwritten signature]
13/5/14

Authorized Signature



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INFORMATION:

SCHEDULE OF VALUES

Total Insured Values

Buildings	USD 21,500,000
Equipment	USD 7,500,000
Inventory	USD 8,500,000
Furniture and Fixtures	USD 3,500,000
Business Income	USD 900,000
Total	USD 41,900,000

Location 1 (Christiansted)

Buildings	USD 10,000,000
Equipment	USD 2,500,000
Inventory	USD 2,500,000
Furniture and Fixtures	USD 1,000,000
Business Income	USD 500,000
Total	USD 16,500,000

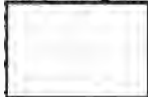
Location 2 (Frederiksted)

Buildings	USD 7,000,000
Equipment	USD 2,500,000
Inventory	USD 3,000,000
Furniture and Fixtures	USD 1,500,000
Business Income	NIL
Total	USD 14,000,000

Location 3 (St Thomas)

Buildings	USD 4,500,000
Equipment	USD 2,500,000
Inventory	USD 3,000,000
Furniture and Fixtures	USD 1,000,000
Loss of Rents	USD 400,000
Total	USD 11,400,000

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Binding Underwriter



Occupancy

Supermarkets, Shopping Centre, offices, shoe store, clothing stores, furniture stores, laundromat, restaurant, delis.
3 Locations.

Construction and Protections

Reinforced Concrete block construction.

Location 1: Built 1986. Improvements in 1995 including wiring and roofing.

Location 2: Built 2000.

Location 3: Built 1970. Roof improvements 1995.

Location 1: Smoke Detectors (Sprinklers – supermarket only)

Location 2: Sprinklered.

Location 3: Sprinklered, Smoke detectors, Extinguishers

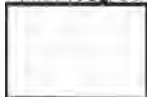
Loss History

September 1995 USD 4,625,614 Hurricane Marilyn
The roof was replaced by Seal-Dry. Single ply roofing systems.

January 2005 USD 3,270.57 Fire (incurred fees only).

No other losses past 15 years.

Authorized Signature



Binding Underwriter

[Handwritten Signature]
13/5/14

SECURITY DETAILS

INSURER'S LIABILITY: INSURERS LIABILITY CLAUSE

Insurer's liability several not joint

The liability of a insurer under this contract is several and not joint with other insurers party to this contract. A insurer is liable only for the proportion of liability it has underwritten. A insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is a insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

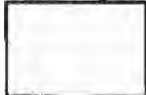
Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Authorized Signature



Leading Underwriter



ORDER HEREON: 100% of 100%

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

BASIS OF WRITTEN LINES:

Percentage of whole

BASIS OF SIGNED LINES:

Percentage of whole

Authorised Signature



Leading Underwrite



UNITED CORPORATION D/B/A PLAZA EXTRA
INTER OCEAN INSURANCE AGENCY INC.

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Check Number: 69434
Check Date: May 20, 2014

Check Amount: \$334,665.00
Discount Taken Amount Paid

Item to be Paid - Description	Discount Taken	Amount Paid
RENEW. RENEWAL 2014 -2015 INSURANCE POLICY		334,665.00

UNITED CORPORATION D/B/A
PLAZA EXTRA
4C & 4D ESTATE SION FARM
CHRISTIANSTED, VI 00821
(340) 778-6240 (340) 719-1870

BANCO POPULAR DE PUERTO RICO
101-667216

69434
CHECK NUMBER

DATE
May 20, 2014

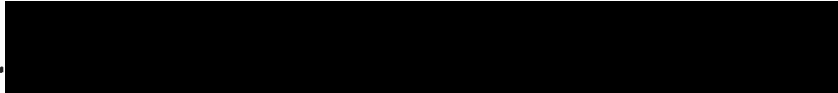
AMOUNT

Three Hundred Thirty-Four Thousand Six Hundred Sixty-Five and 00/100 Dollars \$ *****\$334,665.00

PAY TO THE ORDER OF: INTER OCEAN INSURANCE AGENCY INC.
7B PETERS REST SHOPPING CENTER
CHRISTIANSTED, VI 00822-4134

VOID AFTER 90 DAYS

Memo: RENEWAL 2014-2015 INS.



[Handwritten Signature]

AUTHORIZED SIGNATURE

UNITED CORPORATION D/B/A PLAZA EXTRA

69434

United Corporation East
Cash Requirements
As of Jun 30, 2014

Filter Criteria includes: 1) IDs from INTER OCEAN to INTER OCEAN; 2) Invoices Due (no discount available). Report order is by ID. Report is printed in Detail Format.

Vendor ID Vendor	Invoice/CM #	Date	Date D	Amount Du	Disc Amt	Ag
INTER OCEAN INTER OCEAN INSURANCE AGENCY INC.	RENEW. 2014-2015	5/20/1	6/19/14	334,665.00		41
INTER OCEAN INTER OCEAN INSURANCE AGENCY INC.				<u>334,665.00</u>		
Report Total				<u><u>334,665.00</u></u>		

Inter Ocean Insurance Agency #7B Peters Rest Shopping Center C'sted, St. Croix V.I. 00820 340 773-4600
Property Quote Sheet

Date: May 19, 2014

Renewal Date: 06/01/2014

Client: UNITED CORPORATION dba UNITED SHOPPING PLAZA AND PLAZA EXTRA

Location 1: SION FARM, CHRISTIANSTED VIRGIN ISLANDS

Location 2 : ESTATE PLESSEN, ST CROIX, VIRGIN ISLANDS

Location 3: 26A ESTATE CHARLOTTE AMALIE, ST THOMAS US VIRGIN ISLANDS

Policy Type: COMMERCIAL PROPERTY

Insurance Company: CERTAIN UNDERWRITERS AT LLOYDS

Perils Covered: ALL RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE INCLUDING FLOOD AND EARTHQUAKE

Deductibles: SEE ATTACHED QUOTE

Coinsurance: 80%

Coverage: SEE ATTACHED QUOTE

Premium: \$334,665.00

ENTERED
5/20/14 *WB*

PLEASE BE ADVISED THAT BUILDING COSTS HAVE INCREASED IN THE TERRITORY. PLEASE REVIEW YOUR COVERAGE VALUES TO DETERMINE IF YOU ARE INSURED FOR ADEQUATE VALUES AND THUS NOT SUBJECT TO A COINSURANCE PENALTY AT TIME OF CLAIM.

QUOTE SUBJECT TO FINAL UNDERWRITING

INSURED SIGNATURE: *[Signature]* DATE: 5-21-2014 ^{74.}