



Defendants/counterclaimants Fathi Yusuf and United Corporation (collectively, the “Defendants”), through their undersigned counsel, respectfully submit this Response to the Order entered on June 26, 2017 (the “Order”), which provides, among other things, that “Defendants shall, within ten (10) days of the date of entry of this Order, file an answer to Plaintiff’s First Amended Complaint . . . .” Defendants submit that no such filing is required because this Court mistakenly concluded that Defendants had not previously filed their Answer.

In support of this Response, Defendants respectfully represent the following:

1. The Order states that “the record appears to contain no order . . . directly ruling on . . . the . . . [Defendants’] Renewed Motion [to Dismiss filed on November 5, 2012].” In fact, the Renewed Motion to Dismiss was denied by this Court in one of five Orders entered on December 5, 2013. *See* docket sheet, attached as **Exhibit 1**, at page 31 of 44.

2. The Order further provides that “Defendants have not yet filed an answer to Plaintiff’s First Amended Complaint in SX-12-CV-370.” In fact, Defendants filed their Answer and Counterclaim on December 23, 2013. A date stamped copy of such pleading is attached as **Exhibit 2** for the Court’s convenience. *See also* Exhibit 1 at page 31 of 44.<sup>1</sup>

For the foregoing reasons, Defendants respectfully submit that they need not file an Answer to Plaintiff’s First Amended Complaint because one has already been filed.

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<sup>1</sup> On January 13, 2014, Defendants filed their First Amended Counterclaim to which Plaintiff responded on January 16, 2014. *Id.* at p. 30 of 44.

Respectfully submitted,

**DUDLEY, TOPPER and FEUERZEIG, LLP**

Dated: June 30, 2017

by:

  
\_\_\_\_\_  
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Attorneys for Fathi Yusuf  
And United Corporation

**CERTIFICATE OF SERVICE**

I hereby certify that on the 30<sup>th</sup> day of June, 2017, I served the foregoing **Response to Order Entered June 26, 2017** via e-mail addressed to:

Joel H. Holt, Esq.  
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The Honorable Edgar A. Ross  
Email: edgarrossjudge@hotmail.com

  
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**DOCKETS ENTERED ON THIS CASE:**

<u>DOCKET DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/13/2017	PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S TWELFTH BI-MONTHLY REPORT FILED BY JOEL HOLT, ESQ .	
02/09/2017	ORDER FIXING HEARING DATE 03/06/2017 10:00 A.M.	
02/09/2017	HEARING SCHEDULED 03/06/2017 10:00 A.M.	
02/07/2017	ORDER DENYING MOTION FOR PARTIAL SUMMARY JUDGMENT AND DENYING MOTION TO SEVER SIGNED BY JUDGE DOUGLAS A. BRADY	
02/07/2017	ORDER SCHEDULING HEARING FOR MARCH 6, 2017 SIGNED BY JUDGE DOUGLAS A. BRADY	
02/07/2017	NOTICE OF ENTRY OF ORDER 02/07/2017 JOEL H. HOLT, ESQ MARK W. ECKARD, ESQ. JEFFREY B.C. MOORHEAD, ESQ. GREGORY H. HODGES, ESQ. CARL HARTMANN III, ESQ. HON. EDGAR D. ROSS (email)	
01/31/2017	NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION ATTACHED WITH LIQUIDATING PARTNER'S TWELFTH BI-MONTHLY REPORT FILED BY GREGORY H. HODGES, ESQ.	
01/05/2017	REPLY TO OPPOSITION TO YUSUF'S MOTION TO STRIKE HAMED'S REVISED NOTICE OF PARTNERSHIP CLAIMS AND OBJECTIONS TO YUSUF'S POST JANUARY 1, 2012 ACCOUNTING AND NOTICE OF SUPPLEMENTATION OF RECORD FILED BY GREGORY H. HODGES, ESQ.	
12/28/2016	REPLY TO DEFENDANT'S OPPOSITION TO MOTION TO SEVER FILED BY JOEL HOLT, ESQ.	
12/22/2016	NOTICE OF ENTRY OF ORDER 12/21/2016 JOEL H. HOLT, ESQ. CARL HARTMANN, ESQ. GREGORY HODGES, ESQ. MARK ECKARD, ESQ. JEFFREY B.C. MOORHEAD, ESQ. HON. EDGAR D. ROSS	
12/22/2016	NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION, OPPOSITION TO MOTION TO SEVER SUBMITTED BY GREGORY HODGES, ESQ.	
12/21/2016	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, GRANTING MOTION FOR SUBSTITUTION, THAT WALEED M. HAMED, AS THE EXECUTOR OF THE ESTATE OF MOHAMMAD HAMED, IS HEREBY SUBSTITUTED AS THE NAMED PLAINTIFF	
12/21/2016	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, THAT DEFENDANT'S MOTION FOR RECONSIDERATION OF THIS COURT'S ORDER DATED AUGUST 5, 2016 IS DENIED AS MOOT	
12/21/2016	ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT THE CLERK OF COURT IS INSTRUCTED TO RETURN THE UN-REDACTED SEPTEMBER 30TH FILING TO COUNSEL FOR THE PLAINTIFF	

12/20/2016 PLAINTIFF HAMED'S OPPOSITION TO YUSUF'S MOTION TO STRIKE HAMED'S NOTICE OF SUPPLEMENTATION OF RECORD AS TO THE EXPERT REPORT OF DAVID JACKSON SUBMITTED BY JOEL HOLT, ESQ.

12/15/2016 MOTION AND MEMORANDUM IN SUPPORT OF MOTION TO SEVER AND ORDER SUBMITTED BY JOEL OLT, ESQ.

12/12/2016 MOTION TO STRIKE HAMED'S REVISED NOTICE OF PARTNERSHIP CLAIMS AND OBJECTIONS TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING AND NOTICE OF SUPPLEMENTATION OF RECORD FILED BY GREGORY H. HODGES, ESQ.

12/12/2016 NOTICE OF SUBMISSION OF AMENDED SUPPLEMENTATION OF CLAIM FILED BY GREGORY H. HODGES, ESQ.

12/09/2016 PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S ELEVENTH BI-MONTHLY REPORT SUBMITTED BY JOEL HOLT, ESQ.

12/07/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION NOTICE OF SUBMISSION OF SUPPLEMENTATION OF CLAIM SUBMITTED BY GREGORY HODGES, ESQ.

12/05/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION, LIQUIDATING PARTNER'S ELEVENTH BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.

12/02/2016 NOTICE OF FILING DOVUMENTS IN THE OTHER DIVISION FAHTI'S YUSUF'S BRIEF IN RESPONSE TO HAMED'S NOTICE OF SUPPLEMENTAL AUTHORITY SUBMITTED BY GREGORY HODGES, ESQ.

11/16/2016 PLAINTIFF'S REPLY TO DEFENDANTS' "RESPONSE" TO PLAINTIFF'S MOTION FOR FURTHER INSTRUCTIONS SUBMITTED BY JOEL HOLT, ESQ.

11/15/2016 PLAINTIFF HAMED'S NOTICE OF SUPPLEMENTAL AUTHORITY FILED BY ATTY . JOEL H. HOLT

11/10/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION FILED BY GREGORY H. HODGES, ESQUIRE

11/10/2016 RESPONSE TO MOTION FOR FURTHER INSTRUCTIONS AND FOR AN INTERIM DISCOVERY SCHEDULING ORDER FILED BY GREGORY HODGES, ESQUIRE

11/04/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION FILED BY GREGORY HODGES, ESQUIRE

11/04/2016 REPLY MEMORANDUM OF LAW IN FURTHER SUPPORT OF MOTION TO STRIKE "HAMED'S RESPONSE RE JURY ISSUES" FILED BY GREGORY HODGES, ESQUIRE

10/28/2016 HAMED'S MOTION FOR FURTHER INSTRUCTIONS AND FOR AN INTERIM DISCOVERY SCHEDULING ORDER FILED BY JOEL H. HOLT, ESQ.

10/26/2016 PLAINTIFF'S REPLY TO YUSUF'S OPPOSITION TO DAUBERT MOTION TO STRIKE DEFENDANTS' ACCOUNTING EXPERT, BDO SUBMITTED BY JOEL HOLT, ESQ.

10/26/2016 PLAINTIFF'S RELPLY TO YUSUF'S OPPOSITION TO MOTION TO STRIKE DEFENDANTS' BUSINESS VALUATION EXPERT -INTEGRA RELATY RESOURCES CARIBBEAN SUBMITTED BY JOEL HOLT, ESQ.

10/25/2016 HAMED'S OPPOSITION TO YUSUF'S MOTION TO STRIKE SUPPLEMENTAL CLAIMS SUBMITTED BY JOEL HOLT, ESQ.

10/24/2016 MOTION TO STRIKE HAMED'S NOTICE OF FIRST SUPPLEMENTAL CLAIMS FILED BY GREGORY H. HODGES, ESQUIRE NOTICE OF FILING ATTACHED

10/21/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION, DEFENDANTS' BRIEF IN OPPOSITION TO MOTION TO STRIKE VALUATION REPORT OF PLAZA -WEST SUBMITTED BY GREGORY HODGES, ESQ.

10/20/2016 REPLY TO PLAINTIFF'S RESPONSE TO MOTION TO STRIKE HAMED'S NOTICE OF PARTNERSHIP CLAIMS AND OBJECTIONS TO YUSUF'S POS -JANUARY 1, 2012 ACCOUNTING SUBMITTED BY GREGORY HODGES, ESQ.

10/20/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION, OPPOSITION TO PLAINTIFF'S MOTION TO STRIKE THE REPORT OF DEFENDANTS' ACCOUNTING EXPERT, FERNANDO SCHERRER OF BDO, PUERTO RICO, P.S.C. SUBMITTED BY GREGORY HODGES, ESQ.

10/18/2016 HAMED'S OPPOSITION TO DEFENDANTS' MOTION TO STRIKE HAMED'S "RESPONSE" RE JURY ISSUES SUBMITTED BY JOEL HOLT, ESQ.

10/17/2016 HAMED'S REVISED NOTICE OF PARTNERSHIP CLAIMS AND HIS OBJECTION TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

10/17/2016 PLAINTIFF'S RESPONSE RE DEFENDANT'S MOTION TO STRIKE THE FILING OF PLAINTIFF'S ACCOUNTING CLAIMS SUBMITTED BY JOEL HOLT, ESQ.

10/14/2016 NOTICE OF FILING DOCUMENT IN THE OTHER DIVISION FILED BY GREGORY HODGES, ESQUIRE

10/14/2016 MOTION TO STRIKE FILED BY GREGORY HODGES, ESQUIRE PROPOSED ORDER ATTACHED

10/14/2016 REPLY MEMORANDUM OF LAW IN FURTHER SUPPORT OF MOTION TO STRIKE PLAINTIFF'S JURY DEMAND DATED SEPTEMBER 29, 2014 FILED BY GREGORY HODGES, ESQUIRE

10/14/2016 MOTION TO STRIKE HAMED'S NOTICE OF PARTNERSHIP CLAIMS AND OBJECTIONS TO YUSUF'S POST-JANUARY 1, 2012 ACCOUNTING FILED BY GREGORY HODGES, ESQUIRE PROPOSED ORDER ATTACHED

10/14/2016 MEMORANDUM OF LAW IN SUPPORT OF MOTION TO STRIKE FILED BY GREGORY HODGES, ESQUIRE

10/11/2016 NOTICE OF ENTRY OF ORDER  
10/07/2016  
NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.;  
JOEL HOLT, ESQ; CARL HARTMANN III, ESQ. ;  
JEFFREY MOORHEAD, ESQ.; MARK ECKARD,ESQ. ;  
HON. EDGAR A. ROSS (via email)

10/11/2016 FILE RETURNED TO THE CLERK'S OFFICE

10/11/2016 FILE FORWARDED TO JUDGE'S CHAMBER

10/07/2016 ORDER APPROVING SUBSTITUTION OF COUNSEL SIGNED BY JUDGE DOUGLAS A. BRADY; GREGORY HODGES, ESQ. IS SUBSTITUTED AS COUNSEL FOR NIZAR DEWOOD, WHO HEREBY WITHDRAWS AS COUNSEL

10/06/2016 NOTICE OF HAMED'S FIRST SUPPLEMENTAL CLAIMS OCCASIONED BY YUSUF'S DISCLOSURES IN HIS CLAIM SUBMITTED BY JOEL HOLT, ESQ.

10/04/2016 PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO STRIKE THE REPORT OF DEFENDANTS' BUSINESS VALUATION EXPERT INTEGRA REALTY RESOURCES-CARIBBEAN SUBMITTED BY JOEL HOLT, ESQ.

10/04/2016	PLAINTIFF'S MOTION TO STRIKE THE REPORT OF DEFENDANT'S BUSINESS VALUATION EXPERT INTEGRA REALTY RESOURCES -CARIBBEAN FILED BY JOEL HOLT, ESQ.	
10/03/2016	PLAINTIFF'S MOTION TO STRIKE THE REPORT OF DEFENDANTS' ACCOUNTING EXPERT, BDO WITH PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FILED BY ATTY. JOEL H. HOLT	
10/03/2016	NOTICE OF NO OBJECTION FILED BY ATTY. GREGORY HODGES	
10/03/2016	NOTICE OF SERVICE OF ACCOUNTING CLAIMS AND PROPOSED DISTRIBUTION PLAN FILED BY ATTY GREGORY HODGES	
10/03/2016	SUPPLEMENTED1 LIQUADATING PARTNER'S TENTH BI-MONTHLY REPORT FILED BY ATTY. GREGORY HODGES	
10/03/2016	FILE FORWARDED TO JUDGE'S CHAMBER	0.00
09/30/2016	LIQUIDATING PARTNER'S TENTH BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.	
09/27/2016	STIPULATION AND ORDER FOR SUBSTITUTION OF COUNSEL SUBMITTED BY NIZAR DEWOOD, ESQ. & GREGORY H. HODGES, ESQ.	
09/27/2016	HAMED'S RESPONSE RE JURY ISSUE FILED BY JOEL H. HOLT, ESQ.	
09/21/2016	MOTION AND MEMORANDUM FOR SUBSTITUTION OF NAMED PLAINTIFF FILED BY ATTY. JOEL HOLT WITH PROPOSED ORDER	
09/20/2016	JOINT RESPONSE TO SEPTEMBER 13TH ORDER RE PLESSEN'S BANK ACCOUNT FILED BY JOEL HOLT, ESQ.	
09/16/2016	PLAINTIFF'S RESPONSE TO DEFENDANT'S MOTION FOR RECONSIDERATION FILED BY JOEL H. HOLT,ESQ.	
09/13/2016	NOTICE OF ENTRY OF ORDER 09/09/2016 JOEL HOLT, ESQ. HON. EDGAR D. ROSS GREGORY HODGES, ESQ. NIZAR DEWOOD, ESQ. CARL HARTMANN, ESQ. JEFFREY MOORHEAD, ESQ. MARK ECKARD, ESQ.	
09/09/2016	ORDER SIGNED TO EXTEND DEADLINE RE PLESSEN BANK ACCOUNT SIGNED BY JUDGE DOUGLAS A. BRADY	
08/31/2016	STIPULATION TO EXTEND THE DEADLINE FOR PLAINTIFF TO RESPOND TO DEFENDANT'S MOTION FOR RECONSIDERATION FILED	
08/22/2016	PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S NINTH BI-MONTHLY REPORT SUBMITTED BY JOEL HOLT, ESQ.	
08/19/2016	DEFENDANT FATHI YUSUF'S MOTION FOR RECONSIDERATION OF AUGUST 5, 2016 ORDER RE PLESSEN BANK ACCOUNT AND RECEIVER AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.	
08/18/2016	MOTION TO EXTEND DEADLIN RE PLESSEN BANK ACCOUNT AND ORDER RECEIVED SUBMITTED BY JOEL HOLT, ESQ.	
08/05/2016	ORDER DENYING MOTION TO CONSOLIDATE SIGNED BY JUDGE DOUGLAS A. BRADY, AS TO SX-13-CV-003	
08/05/2016	ORDER RE REMOVAL OF LIQUIDATING PARTNER SIGNED BY JUDGE DOUGLAS A. BRADY	



08/05/2016 ORDER RE DISQUALIFICATION OF DUDLEY, TOPPER AND FEUERZEIG SIGNED BY JUDGE DOUGLAS A. BRADY; MOTION TO DISQUALIFY DENIED

08/05/2016 ORDER RE PLESSEN BANK ACCOUNT AND RECEIVER SIGNED BY JUDGE DOUGLAS A. BRADY; MOTION DENIED

08/05/2016 ORDER RE SUBPOENAS SIGNED BY JUDGE DOUGLAS A. BRADY; DEFENDANTS' EMERGENCY MOTION TO QUASH SUBPOENAS IS DENIED AS MOOT

08/05/2016 NOTICE OF ENTRY OF ORDER  
08/05/2016  
JOEL HOLT, ESQ.; CARL HARTMANN, III, ESQ.;  
GREGORY HODGES, ESQ.; NIZAR DEWOOD, ESQ.;  
MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.;  
HON. EDGAR A. ROSS (edgarrossjudge@hotmail.com)

08/01/2016 NOTICE OF FILING RECEIVED  
LIQUIDATING PARTNER'S NINTH BI-MONTHLY REPORT RECVD FROM ATTORNEY GREGORY H. HODGES

07/25/2016 SUBPOENA DUCES TECUM TUTU PARK LIMITED RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

07/25/2016 NOTICE TO THE COURT OF SUBPOENA DUCES TECUM RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

07/22/2016 REPLY TO OPPOSITION TO EMERGENCY MOTION TO QUASH SUBPOENAS, STAY ENFORCEMENT OF OR LIMIT THE SCOPE OF SUBPOENAS RECVD FROM ATTORNEY GREGORY H. HODGES AND NIZAR A. DEWOOD, ESQ.

07/20/2016 SUPPLEMENTAL AUTHORITY RE MOTION TO DISQUALIFY DUDEY, TOPPER AND FUEERZEIG  
SUBMITTED BY JOEL HOLT, ESQ.

07/19/2016 OPPOSITION TO "EMERGENCY" MOTION TO "OPEN BANK ACCOUNT" AND APOINT A PLESSEN RECEIVER  
SUBMITTED BY JOEL HOLT, ESQ.

07/11/2016 EMERGENCY MOTION TO COMPEL OPENING OF OPERATING CHECKING ACCOUNT AND/OR APPOINT RECEIVER AND ORDER  
SUBMITTED BY NIZAR DEWWOD, ESQ.

07/06/2016 OPPOSITION TO "EMERGENCY" MOTION TO QUASH TWO SUBPOENAE: TO SCOTIABANK AND BANCO POPULAR RECEIVED SUBMITTED BY JOEL H. HOLT, ESQ.

07/05/2016 REPLY TO PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S EIGHTH BI-MONTHLY REPORT RECEIVED SUBMITTED BY GREGORY H. HODGES, ESQ.

06/29/2016 EMERGENCY MOTION TO QUASH SUBPOENAS STAY ENFORCEMENT OF OR LIMIT THE SCOPE OF SUBPOENAS AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

06/22/2016 STATEMENT NOTING THE DEATH OF PLAINTIFF MOHAMMAD HAMED  
SUBMITTED BY GREGORY HODGES, ESQ.

06/17/2016 PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S EIGHT BI-MONTHLY REPORT  
SUBMITTED BY JOEL HOLT, ESQ.

06/03/2016 AFFIDAVITS RECEIVED FOR DERRICK MARTIN & JOANN CARR  
SUBMITTED BY FELIPE TORRES, JR.

05/31/2016 NOTICE OF INTENT TO SERVE SUBPOENA UPON BANCO POPULAR RECEIVED  
SUBMITTED BY JOEL H. HOLT, ESQ.

05/31/2016 NOTICE OF INTENT TO SERVE SUBPOENA UPON BANK OF NOVA SCOTIA RECEIVED  
SUBMITTED BY JOEL H. HOLT, ESQ.

05/31/2016 LIQUIDATING PARTNER'S EIGHTH BI-MONTHLY REPORT RECEIVED SUBMITTED BY GREGORY H. HODGES, ESQ.

05/31/2016 STIPULATED CONFIDENTIALITY AGREEMENT AND AGREED PROTECTIVE ORDER RECEIVED SUBMITTED BY J. RUSSELL B. PATE, ESQ. AND SUNSHINE S. BENOIT, ESQ.

05/09/2016 PLAINTIFF'S RESPONSE TO YUSUF'S "REPLY" TO PLAINTIFF'S OBJECTION TO THE SEVENTH BI-MONTHLY REPORT SUBMITTED BY JOEL HOLT, ESQ.

05/05/2016 REPLY TO PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S SEVENTH BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.

04/25/2016 PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S SEVENTH BI-MONTHLY REPORT SUBMITTED BY JOEL HOLT, ESQ.

04/18/2016 NOTICE OF ENTRY OF ORDER  
04/15/2016  
JOEL HOLT, ESQ.; CARL HARTMANN, ESQ.  
GREGORY HODGES, ESQ.; NIZAR DEWOOD, ESQ.  
MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.  
HONORABLE EDGAR ROSS (edgarrossjudge@hotmail.com)

04/18/2016 CASE CONSOLIDATED (PRIMARY CASE) WITH SX-14-CV-287

04/15/2016 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, GRANTING PARTIES' STIPULATION TO CONSOLIDATE CASE WITH SX-14-CV-287

04/15/2016 REPLY TO OPPOSITION TO MOTION TO CONSOLIDATE CASES FILED BY GREGORY H. HODGES.

04/15/2016 NOTICE OF FILING DOCUMENTS IN THE OTHER DIVISION FILED BY GREGORY HODGES, ESQUIRE

04/15/2016 REPLY TO OPPOSITION TO MOTION TO CONSOLIDATE CASES FILED GREGORY HODGES, ESQUIRE

04/15/2016 CONSOLIDATED WITH (SX-13-CV-3) - REPLY TO OPPOSITION TO MOTION TO CONSOLIDATE CASES FILED BY GREGORY HODGES, ESQUIRE

04/15/2016 CONSOLIDATED WITH (SX-13-CV-152)- REPLY TO OPPOSITION TO MOTION TO CONSOLIDATE CASES FILED BY GREGORY HODGES, ESQUIRE

04/04/2016 DEFENDANT WAHEED HAMED'S OPPOSITION TO PLAINTIFF UNITED'S MOTION TO CONSOLIDATE WITH SX-12-CV-370 FILED BY CARL J. HARTMANN III, ESQ.

04/01/2016 LIQUIDATING PARTNER'S SEVENTH BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.

04/01/2016 DEFENDANT WAHEED HAMED'S OPPOSITION TO PLAINTIFF UNITED'S MOTION TO CONSOLIDATE WITH SX-12-CV-370 SUBMITTED BY CARL HARTMANN III, ESQ.

03/30/2016 PLAINTIFF MOHAMMAD HAMED'S OPPOSITION TO DEFENDANTS' THREE MOTIONS TO CONSOLIDATE THIS CASE WITH THREE OTHER CASES SUBMITTED BY JOEL H. HOLT, ESQ.

03/30/2016 WADDA CHARRIEZ' OPPOSITION TO PLAINTIFF UNITED'S MOTION TO CONSOLIDATE HER CASE WITH MOHAMMAD HAMED'S CASE, SX-12-CV-370 SUBMITTED BY JOEL H. HOLT, ESQ.

03/21/2016 STIPULATION RE: CONSOLIDATION RECEIVED FILED BY MARK W. ECKARD & JEFFREY B.C.MOORHEAD, ESQ.

03/17/2016 MOTION TO CONSOLIDATE CASES FILED BY ATTY . GREGORY HODGES WITH PROPOSED ORDER

03/17/2016 MOTION TO CONSOLIDATE CASES FILED BY ATTY . GREGORY HODGES WITH PROPOSED ORDER

03/17/2016 MOTION TO CONSOLIDATE CASES FILED BY ATTY . GREGORY HODGES WITH PROPOSED ORDER

02/26/2016 PAINTIFF'S REPLY TO YUSUF'S OPPOSITION TO MOTION TO REMOVE HIM AS THE LIQUIDATION PARTNER SUBMITTED BY JOEL HOLT, ESQ.

02/24/2016 REPLY TO PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S SIXTH BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.

02/23/2016 FILE FORWARDED TO JUDGE'S CHAMBER

02/22/2016 PLAINTIFF'S REPLY TO DTF'S OPPOSITION TO DISQUALIFY THE FIRM FROM ANY FURTHER INVOLVEMENT IN THESE PROCEEDINGS; SUBMITTED BY JOEL HOLT, ESQ.

02/17/2016 OPPOSITION TO MOTION TO REMOVE THE LIQUIDATING PARTNER; SUBMITTED BY GREGORY HODGES, ESQ.

02/17/2016 DUDLEY, TOPPER, AND FEUERZEIG'S BRIEF IN OPPOSITION TO MOTION TO DISQUALIFY COUNSEL; SUBMITTED BY GREGORY HUGHES,ESQ.

02/08/2016 PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S SIXTH BI-MONTHLY REPORT SUBMITTED BY JOEL HOLT, ESQ.

02/01/2016 LIQUADATING PARTNER'S SIXTH BI-MONTHLY REPORT FILED BY ATTY . GREGORY H HODGES

01/29/2016 PLAINTIFF'S MOTION TO DISQUALIFY DUDLEY, TOPPER AND FEUERZEIG FROM ANY FURTHER INVOLVEMENT IN THESE PROCEEDINGS FILED BY JOEL H. HOLT, ESQ.

01/29/2016 PLAITIFF'S MOTION AD MEMORADUM IN SUPPORT THEREOF TO REMOVE THE LIQUIDATING PARTNER SUBMITTED BY JOEL HOLT, ESQ.

11/30/2015 LIQUIDATING PARTNER'SFIFTH BI-MONTHLY REPORT FILED BY GREGORY H . HODGES, ESQ.

11/16/2015 NOTICE OF ENTRY OF ORDER BY FIKISHA HARRIS  
11/13/2015  
JOEL H. HOLT, ESQ.  
GREGORY H. HODGES, ESQ

11/16/2015 NOTICE OF SERVICE OF PARTNERSHIP ACCOUNTING; SUBMITTED BY GREGORY HODGES, ESQ. AND NIZAR DEWOOD, ESQ.

11/13/2015 ORDER GRANTING STIPULATION REGARDING MOTION TO CLARIFY ORDER OF LIQUIDATION

10/05/2015 FIURTH STIPULATION REGARDING MOTION TO CLARIFY ORDER OF LIQUIDATION SUBMITTED BY JOEL HOLT, ESQ. & GREGORY HODGES, ESQ.

10/01/2015 LIQUIDATING PARTNER'S FOURTH BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.

09/09/2015 STIPULATION REGARDING MOTION TO CLARIFY ORDER OF LIQUIDATION SUBMITTED BY JOEL H. HOLT, ESQ. AND GREGORY H. HODGES, ESQ.

09/03/2015 RESPONSE TO PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S BI- MONTHLY REPORTS; SUBMITTED BY GREGORY HODGES, ESQ.

09/03/2015 OPPOSITION TO MOTION TO CLARIFY ORDER OF LIQUIDATION SUBMITTED BY GREGORY HODGES, ESQ.

08/19/2015 FILE FORWARDED TO JUDGE'S CHAMBER

08/18/2015 PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S BI-MONTHLY REPORTS SUBMITTED BY JOEL HOLT, ESQ.

08/14/2015 MOTION TO CLARIFY ORDER OF LIQUIDATION AND ORDER RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

07/31/2015 LIQUIDATING PARTNER'S THIRD BI-MONTHLY REPORT; SUBMITTED BY GREGORY HODGES, ESQ. AND NIZAR DEWOOD, ESQ.

07/06/2015 NOTICE OF ENTRY OF ORDER  
07/02/2015  
JOEL HOLT, ESQ. GREGORY HODGES, ESQ.  
CARL HARTMANN, ESQ. EFFREY MOORHEAD, ESQ.  
NIZAR DEWOOD, ESQ. HON. EDGAR D. ROSS(EMAIL)  
MARK ECKARD, ESQ.

07/02/2015 ORDER SIGNED THAT THE LIQUIDATING PARTNER, UNDER THE SUPERVISION OF THE MASTER, SHALL BE GRANTED ACCESS TO PLAZA EXTRA MERRILL LYNCH ACCOUNT (NO. 140-07759, IN THE NAME OF UNITED CORPORATION, SOLELY FOR PURPOSE CONSISTENT WITH WINDING UP THE HAMED-YUSEF PARTNERSHIP SIGNED BY JUDGE DOUGLAS A. BRADY

07/01/2015 NOTICE OF ENTRY OF ORDER BY FIKISHA HARRIS  
06/29/2015  
JOEL HOLT, ESQ. CARL HARTMAN, ESQ.  
MARK ECKARD, ESQ. JEFFREY MOORHEAD, ESQ.  
NIZAR DEWOOD, ESQ.

06/29/2015 MASTER'S ORDER RE CLOSING OUT ALL BANK ACCOUNTS AUTHORIZED BY THE HAMED-YUSUF PARTNERSHIP IN BANCO POPULAR AND SOCIABANK AND TRANSFERRING THE FUNDS THEREIN TO THE CLAIMS RESERVE ACCOUNT AS MANDATED BY THE LIQUIDATION ORDER HEREIN ENTERED BY THE COURT ON JANUARY 7, 2015; SIGNED BY JUDGE EDGAR D. ROSS

06/05/2015 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT PLAINTIFF'S MOTION AND MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION OF PORTION OF RENT ORDER IS DENIED

06/05/2015 NOTICE OF ENTRY OF ORDER  
06/05/2015  
JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ.  
NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.  
MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.  
HON. EDGAR ROSS(edgarrossjudge@hotmail.com)

06/02/2015 LIQUIDATING PARTNER'S SECOND BI-MONTHLY REPORT SUBMITTED BY GREGORY HODGES, ESQ.

05/18/2015 NOTICE OF FILING PLAINTIFF HAMED'S 13TH SUPPLEMENTAL RULE 26 INITIAL DISCLOSURES RECEIVED ATTY JOEL H. HOLT

05/12/2015 OPPOSITION TO MOTION FOR RECONSIDERATION OF PORTION OF RENT ORDER SUBMITTED BY GREGORY HODGES, ESQ.

05/04/2015 PLAINTIFF'S MOTION AND MEMORANDUM IN SUPPORT OF MOTION FOR RECONSIDERATION OF PORTION OF RENT ORDER SUBMITTED BY HOEL HOLT, ESQ.

05/04/2015 NOTICE OF ENTRY OF ORDER  
04/30/2015  
JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ.;  
NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.;  
MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.;  
HON. EDGAR ROSS (edgarrossjudge@hotmail.com)

**04/30/2015** NOTICE OF ENTRY OF ORDER  
 04/28/2015  
 JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ.;  
 NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.;  
 MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.;  
 HON. EDGAR D. ROSS (edgarrossjudge@hotmail.com)  
 CASHIER

**04/30/2015** MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF PLAZA EXTRA TUTU  
 PARK, ST. THOMAS SIGNED BY THE HONORABLE EDGAR D. ROSS, JUDICIAL  
 MASTER

**04/29/2015** MOTION TO CLARIFY/MODIFY RELEASE OF PI BOND AND ORDER  
 SUBMITTED BY JOEL HOLT, ESQ.

**04/28/2015** FILE RETURNED TO THE CLERK'S OFFICE

**04/28/2015** NOTICE OF ENTRY OF ORDER  
 04/27/2015  
 JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ.  
 NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.  
 MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.  
 HON. EDGAR D. ROSS (edgarrossjudge@hotmail.com)  
 CASHIER

**04/28/2015** MASTER'S ORDER REGARDING BIDDING PROCEDURES FOR OWNERSHIP OF PLAZA  
 EXTRA-TUTU PARK SIGNED BY EDGAR D. ROSS, JUDICIAL MASTER

**04/28/2015** NOTICE OF ENTRY OF ORDER  
 04/28/2015  
 JOEL H. HOLT, ESQ.; CARL HARTMANN III, ESQ.;  
 NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.;  
 MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.;  
 HON. EDGAR D. ROSS (edgarrossjudge@hotmail.com)

**04/28/2015** SECOND SUPPLEMENTAL ORDER RE RELEASE OF BOND SIGNED BY JUDGE DOUGLAS  
 A. BRADY

**04/27/2015** MEMORANDUM OPINION AND ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT  
 PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT IS DENIED, IN PART  
 , AS TO PLAINTIFF'S CLAIMS THAT THE STATUE OF LIMITATIONS PRECLUDES  
 DEFENDANT UNITED'S CLAIMS FOR PAST DUE RENT

**04/27/2015** NOTICE OF ENTRY OF ORDER  
 04/27/2015  
 JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ.;  
 NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.;  
 MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.;  
 HON. EDGAR ROSS (edgarrossjudge@hotmail.com);  
 JUDGES AND MAGISTRATES OF THE SUPERIOR COURT;  
 LAW CLERKS; LAW LIBRARY; IT; RECORD BOOK

**04/27/2015** ORDER FOR DISCHARGE OF THE PRELIMINARY INJUNCTION BOND AND RELESE OF  
 PROPERTY AND CASH SECURING SAID BOND SIGNED BY JUDGE DOUGLAS A.  
 BRADY

**04/27/2015** SUPPLEMENTAL ORDER RELEASING BOND SIGNED BY JUDGE DOUGLAS A. BRADY

**04/23/2015** NOTICE OF FILING SUPPLEMENTAL RULE 26 DISCLOSURES  
 SUBMITTED BY JOEL HOLT, ESQ.

**04/09/2015** NOTICE OF SUPPLEMENTATION OF THE RECORD  
 SUBMITTED BY JOEL HOLT, ESQ.

**04/09/2015** PLAINTIFF HAMED'S SUPPLEMENTAL ULE 26 DISCLOSURES  
 SUBMITTED BY JOEL HOLT, ESQ.

04/09/2015 NOTICE OF FILING PLAINTIFF HAMED'S RULE 26 INITIAL DISCLOSURES  
SUBMITTED BY JOEL HOLT, ESQ.

04/01/2015 REPLY TO OPPOSITION TO MOTION FOR RELEASE OF PI BOND  
SUBMITTED BY JOEL HOLT, ESQ.

03/30/2015 OPPOSITION TO PLAINTIFF'S MOTION FOR RELEASE OF PI BOND ALONG WITH  
LIQUIDATING PARTNER'S FIRST BI - MONTHLY REPORT; SUBMITTED BY  
GREGORY H. HODGES, ESQ.

03/27/2015 MANDATE, OPINION OF THE COURT AND JUDGMENT RECEIVED FROM SUPREME  
COURT

03/16/2015 MOTION AND MEMORANDUM FOR RELEASE OF PI BOND FILED BY JOEL HOLT  
ALONG WITH A PROPOSED ORDER FOR DISCHARGE OF THE PRELIMINARY  
INJUNCTION BOND AND RELEASE OF PROPERTY AND CASH SECURING SAID BOND

03/09/2015 NOTICE OF ENTRY OF ORDER  
03/09/2015  
JOEL HOLT, ESQ.; NIZAR DEWOOD, ESQ.;  
MARK ECKARD, ESQ.; CARL HARTMANN III, ESQ.;  
GREGORY HODGES, ESQ.; JEFFREY B.C. MOORHEAD, ESQ.;  
HON. EDGAR ROSS (edgarrossjudge@hotmail.com)

03/06/2015 MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF PLAZA EAST  
SIGNED BY EDGAR D. ROSS, JUDICIAL MASTER

03/05/2015 MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF PLAZA EXTRA WEST  
SUBMITTED BY EDGAR D. ROSS, JUDICIAL MASTER

02/27/2015 ORDER DENYING STAY PENDING APPEAL SIGNED BY JUDGE DOUGLAS A BRADY

02/27/2015 NOTICE OF ENTRY OF ORDER BY FIKISHA HARRIS  
02/27/2015  
NIZAR DEWOOD, ESQ.  
GREGORY H. HODGES, ESQ.  
JOEL H. HOLT, ESQ.  
CARL HARTMANN, III ESQ.  
MARK W. ECKARD, ESQ.  
JEFFREY B.C. MOORHEAD, ESQ.

02/27/2015 SUPREME COURT'S JUDGMENT AND OPINION OF THE COURT  
RE: ORDERED THAT THE MOTION TO DISMISS IS GRANTED AND THAT THE  
INSTANT APPEALS AND CROSS -APPEAL ARE DISMISSED FOR LACK OF  
JURISDICTION;  
ORDERED THAT THE MOTION FOR STAY PENDING APPEAL AND THE MOTION FOR  
LEAVE TO EXCEED PAGE LIMITATION FOR PRINCIPAL AND REPLY BRIEFS ARE  
DENIED AS MOOT;

02/23/2015 SUPREME COURT'S ORDER  
RE: ORDERED THAT ON OR BEFORE 4:00 P.M. ON TUESDAY, FEBRUARY 24,  
2015 APPELLANT SHALL FILE A RESPONSE TO APPELLEES' MOTION TO  
DISMISS;

02/18/2015 STIPULATION RECEIVED, WITH CONSENT AND APPROVAL OF THE MASTER, TO  
AMEND THE COURT'S ORDER ADOPTING FINAL WIND UP PLAN  
SUBMITTED BY JOEL HOLT, ESQ. & NIZAR DEWOOD, ESQ.

02/13/2015 FILE FORWARDED TO JUDGE'S CHAMBER 0.00

02/10/2015 NOTICE OF INTENT TO SEEK A DETERMINATION FROM THE SUPREME COURT ON  
MOTION FOR STAY OF PORTIONS OF JANUARY 7, 2015 ORDER PENDING APPEAL  
BY DATE CERTAIN IF THE SUPERIOR COURT DOES NOT RESOLVE SUCH MOTION  
SUBMITTED BY GREGORY HODGES, ESQ.

02/10/2015 REPLY TO HAMED'S OPPOSITION TO MOTION FOR STAY OF PORTIONS OF JANUARY 7, 2015 ORDER PENDING APPEAL SUBMITTED BY GREGORY HODGES, ESQ.

02/10/2015 REPLY TO PLESSEN'S OPPOSITION TO YUSUF'S MOTION FOR STAY OF PORTIONS OF JANUARY 7, 2015 ORDER PENDING MOTION APPEAL GREGORY HODGES, ESQ.

02/09/2015 NOTICE OF SUPPLEMENTATION OF THE RECORD RE THE PENDING MOTION TO STAY SUBMITTED BY JOEL HOLT, ESQ.

02/06/2015 PLESSEN'S OPPOSITION TO YUSUF'S MOTION TO STAY PART OF THE LIQUIDATION ORDER PENDING APPEAL RECEIVED; FILED BY JEFFREY B.C MOORHEAD, ESQ.

02/06/2015 REPLY TO PLESSEN'S OPPOSITION TO YUSUF'S MOTION FOR STAY OF PORTIONS OF JANUARY 7, 2015 ORDER PENDING APPEAL SUBMITTED BY GREGORY HODGES, ESQ.

02/04/2015 CERTIFIED DOCKET FORWARDED TO THE SUPREME COURT OF THE VIRGIN ISLANDS, ORDERS

02/04/2015 HAMED'S OPPOSITION TO YUSUF'S JANUARY 29 TH MOTION TO STAY PART OF THE LIQUIDATION ORDER PENDING APPEAL SUBMITTED BY JOEL HOLT, ESQ.

02/02/2015 CERTIFIED DOCKET FORWARDED TO THE SUPREME COURT OF THE VIRGIN ISLANDS, ORDER AND INDEX

02/02/2015 NOTICE OF SUPPLEMENTATION OF THE RECORD SUBMITTED BY JOEL HOLT, ESQ.

01/30/2015 NOTICE OF VIDEO TAPED DEPOSITION

01/29/2015 FAHTI YUSUF'S MOTION TO STAY OF PORTIONS OF JANUARY 7, 2015 ORDER PENDING APPEAL, BRIEF IN SUPPORT OF MOTION FOR STAY OF PORTONS OF JANUARY 7, 2015 ORDER PENDING APPEAL AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

01/29/2015 DOCKETING ORDER SIGNED SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

01/28/2015 NOTICE OF APPEAL RECEIVED SUBMITTED BY THE SUPEREME COURT OF THE VIRGIN ISLANDS

01/27/2015 ORDER APPROVING STIPULATION SIGNED BY JUDGE DOUGLAS A. BRADY

01/27/2015 NOTICE OF ENTRY OF ORDER  
01/27/2014  
JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ.;  
NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.;  
MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ.;  
HON. EDGAR ROSS (edgarrossjudge@hotmail.com)

01/26/2015 STIPULATE, WITH THE CONSENT AND APPROVAL OF THE MASTER, TO AMEND THE COURT'S ORDER ADOPTING FINAL WIND UP PLAN AND ORDER SUBMITTED BY JOEL HOLT, ESQ. & NIZAR DEWOOD, ESQ.

01/26/2015 E-RECORD PREPARED AND SUBMITTED TO THE SUPREME COURT OF THE VIRGIN ISLANDS

01/13/2015 SCHEDULING ORDER SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

01/12/2015 CERTIFIED DOCKET FORWARDED TO THE SUPREME COURT OF THE VIRGIN ISLANDS, ORDERS AND INDEX

01/09/2015 NOTICE OF ENTRY OF ORDER  
01/07/2015  
JOEL H. HOLT, ESQ.; CARL HARTMANN III, ESQ.;  
NIZAR A. DEWOOD, ESQ.; GREGORY H. HODGES, ESQ.;  
MARK W. ECKARD, ESQ.; JEFFREY B.C. MOORHEAD, ESQ.

01/07/2015 ORDER ADOPTING FINAL WIND UP PLAN SIGNED BY JUDGE DOUGLAS A. BRADY

01/07/2015 FINAL WIND UP PLAN OF THE PLAZA EXTRA PARTNERSHIP SIGNED BY JUDGE  
DOUGLAS A. BRADY

01/05/2015 NOTICE OF APPEAL RECEIVED  
SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

01/05/2015 DOCKETING ORDER  
SUBMITTED BY THE SPREME COURT OF THE VIRGIN ISLANDS

12/12/2014 NOTICE THAT THE CURRENT REGISTERED AGENT FOR PLESSEN ENTERPRISES,  
INC. IS JEFFREY MOORHEAD, ESQ.  
SUBMITTE DBY JOEL HOLT, ESQ.

12/05/2014 MEMORANDUM OPINION AND ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT  
DEFENDANT'S MOTION FOR RECONSIDERATION IS DENIED

12/05/2014 NOTICE OF ENTRY OF ORDER  
12/05/2014  
JOEL HOLT, ESQ.; CARL HARTMANN, ESQ.  
NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ.  
JEFFREY MOORHEAD, ESQ.; MARK ECKARD, ESQ.  
HONORABLE EDGAR D. ROSS(edgarrossjudge@hotmail.com)  
JUDGES AND MAGISTRATES OF THE SUPERIOR COURT  
LAW CLERKS; LAW LIBRARY; IT; RECORD BOOK

11/07/2014 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT PLAINTIFF'S RENEWED  
MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO THE EXISTENCE OF A  
PARTNERSHIP IS GRANTED

11/07/2014 NOTICE OF ENTRY OF ORDER  
11/07/2014  
JOEL H. HOLT, ESQ.; CARL J. HARTMANN III, ESQ.;  
NIZAR A. DEWOOD, ESQ.; GREGORY H. HODGES, ESQ.;  
MARK W. ECKARD, ESQ.; JEFFREY B.C. MOORHEAD, ESQ.;  
HON. EDGAR D. ROSS(edgarrossjudge@hotmail.com)

11/05/2014 DEFEDNANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S RENEWED MOTION TO  
SHOW CAUSE DATED OCTOBER 23, 2014 AND MOTION TO SHOW CAUSE DATED  
OCTOBER 28, 2014  
SUBMITTED BY NIZAR DEWOOD, ESQ.

11/05/2014 NOTICE OF WITHDRAWAL OF ALL PRIOR MOTIONS TO SHOW CAUSE WITH ORDER  
RE PENDING MOTIONS TO SHOW CAUSE  
SUBMITTED BY: JOEL H. HOLT

10/29/2014 FATHI YUSUF'S RESPONSE TO HAMED'S COMMENTS CONCERNING THE COURT'S  
PROPOSED WIND-UP PLAN WITH ATTACHMENTS FILED BY GREGORY H . HODGES,  
ESQUIRE..

10/28/2014 PLAINTIFF HAMED'S RESPONSE TO DEFENDANT'S COMMENT RE PROPOSED  
WINDING UP ORDER FILED BY ATTORNEYJOEL H . HOLT

10/28/2014 MOTION TO SHOW CAUSE AS TO ACCESS TO STORE INFORMATION AND  
COMMUNICATION WITH EMPLOYEES/STAFF VENDORS FILED BY ATTORNEY JOEL  
HOLT WITH EXHIBITS A TO D AND PROPOSED ORDER

10/28/2014 NOTICE OF FILING DOCUMENT IN THS OTHER DIVISION, FATHI YUSUF'S  
RESPONSE TO HAMED'S COMMENTS CONCERNING THE COURT'S PROPOSED  
WIND-UP PLAN  
SUBNMITTED BY GREGORY HODGES, ESQ.



10/24/2014	TRANSCRIPT FILED BY COURT REPORTER RANDALL JON BELSVIK FOR TELEPHONIC STATUS CONFERENCE HELD OCTOBER 7, 2014	
10/24/2014	COUNTERCLAIM DEFENDANT WILLIE HAMED'S REPLY TO FATHI YUSUF'S OPPOSITION AS TO THE 10/15/2014 MOTION TO SHOW CAUSE FILED BY ATTORNEY CARL HARTMANN, III WITH EXHIBIT A	
10/23/2014	FATHI YUSUF AND UNITED CORPORATION'S RESPONSES TO JOINT MOTION TO COMPEL FILED BY CHARLOTTE K. PERRELL, ESQ	
10/23/2014	JOINT OPPOSITION OF PLAINTIFF AND THE HAMED COUNTERCLAIM DEFENDANTS TO DEFENDANTS' MOTIONS TO COMPEL SUBMITTED BY JOEL HOLT, ESQ.	
10/23/2014	RENEWED MOTION TO SHOW CAUSE RECEIVED SUBMITTED BY JOEL HOLT, ESQ.	
10/21/2014	DEFENDANT'S OPPOSITION TO MOTION TO SHOW CAUSE DATED OCTOBER 15, 2014 FILED BY ATTORNEY NIZAR WITH EXHIBIT A -DECLARATION OF J DEWOODOHN GAFFNEY	
10/21/2014	FATHI YUSUF'S COMMENTS, OBJECTIONS AND RECOMMENDATIONS CONCERNING THE COURT'S PROPOSED PLAN FILED BY ATTORNEY GREGORY H. HODGES WITH EXHIBIT A-MAP	
10/21/2014	PLAINTIFF HAMED'S COMMENTS RE PROPOSED WINDING UP ORDER SUBMITTED BY JOEL HOLT, ESQ.	
10/15/2014	MOTION TO SHOW CAUSE RECEIVED SUBMITTED BY JOEL HOLT, ESQ.	
10/08/2014	FATHI YUSUF'S REPLY BRIEF IN SUPPORT OF HIS MOTION FOR SUMMARY ORDER DIRECTING ELECTION OF PLESSEN DIRECTORS SUBMITTED BY GREGORY HODGES, ESQ.	
10/07/2014	ORDER SOLICITING COMMENTS, OBJECTIONS AND RECOMMENDATIONS SIGNED BY JUDGE DOUGLAS A. BRADY	
10/07/2014	NOTICE OF ENTRY OF ORDER 10/07/2014 JOEL HOLT, ESQ.; CARL HARTMANN III, ESQ. NIZAR DEWOOD, ESQ.; GREGORY HODGES, ESQ. MARK ECKARD, ESQ.; JEFFREY MOORHEAD, ESQ. HON. EDGAR D. ROSS (edgarrossjudge@hotmail.com)	
10/07/2014	NOTICE OF CANCELLATION OF VIDEOTAPED DEPOSITION OF WAHEED HAMED, MUFEED HAMED, HISHAM HAMED AND WALEED HAMED RECEIVED FROM ATTY. GREGORY HODGES	
10/07/2014	RECORD OF PROCEEDING COMPLETED	0.00
10/06/2014	SUPPLEMENTAL REPLY TO OPPOSITION TO MOTION TO COMPEL RESPONSES TO DISCOVERY REQUESTS AND FOR SANCTIONS FILED BY CHARLETTE K. PERCELL, ESQUIRE.	
10/06/2014	DEFENDANT FATHI YUSUF'S MOTION TO COMPEL RESPONSES TO DISCOVERY REQUESTS AND FOR SANCTIONS AS TO WAHEED HAMED AND PROPOSED ORDER FILED.	
10/06/2014	DEFENDANT FATHI YUSUF'S MOTION TO COMPEL RESPONSES TO DISCOVERY REQUESTS AND FOR SANCTIONS AS TO MOHAMMAD HAMED AND WALEED HAMED AND PROPOSED ORDER FILED BY CHARLOTTE K. PERCELL, ESQUIRE.	
10/06/2014	JOINT MOTION BY PLAINTIFF AND COUNTERCLAIM DEFENDANTS TO COMPEL RESPONSES TO DISCOVERY SUBMITTED BY JOEL HOLT, ESQ.	

10/03/2014 NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26(a)(1)(A) DISCLOSURES  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

10/03/2014 NOTICE OF SERVICE OF DEFENDANTS' OBJECTION AND RESPONSES TO COUNTERCLAIM DEFENDANT WAHEED HAMED'S ADDITIONAL REQUEST FOR THE PRODUCTION OF DOCUMENTS JOINTLY TO FATHI YUSUF AND UNITED CORPORATION  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

10/01/2014 AMENDED NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26(a)(1)(A) DISCLOSURES  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

10/01/2014 OPPOSITION TO MOTION TO SHOW CAUSE AND CROSS-MOTION FOR SIMILAR RELIEF GREGORY HODGES, ESQ.

09/30/2014 NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26(a)(1)(A) DISCLOSURES  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

09/30/2014 EMERGENCY MOTION TO FURTHER EXTEND SCHEDULING ORDER DEADLINES AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

09/30/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO NEJAH YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

09/30/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO MAHER FATHI YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

09/30/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO YUSUF YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

09/30/2014 NOTICE OF FILING AFFIDAVITS OF SERVICE OF SUBPOENA DUCES TECUM DIRECTED TO BPPR REGARDING ACCOUNTS OF MOHAMMAD HAMED; SUBPOENA DUCES TECUM DIRECTED TO BPPR REGARDING ACCOUNTS OF MUFEED HAMED; SUBPOENA DUCES TECUM DIRECTED TO BPPR REGARDING ACCOUNTS OF WALEED HAMED FILED BY CHARLOTTE K. PERCELL, ESQUIRE & NIZAR A. DEWOOD, ESQUIRE  
ATTACHMENTS INCLUDED

09/30/2014 AFFIDAVIT OF SERVICE OF RENIX CHARLES OF TRUE COPY OF SUBPOENA DUCES TECUM OF SANADA HENRICKSON FOR CUSTODIAN OF RECORDS FOR RECORDS PERTAINING TO WALEED HAMED

09/30/2014 AFFIDAVIT OF SERVICE OF RENIX CHARLES OF A TRUE COPY OF SUBPOENA DUCES TECUM FOR SANADA HENRICKSON FOR CUSTODIAN OF RECORDS FOR RECORDS PERTAINING TO MOHAMMAD HAMED

09/30/2014 AFFIDAVIT OF SERVICE OF RENIX CHARLES OF A TRUE COPY OF THE SUBPOENA DUCES TECUM FOR SANADA HENRICKSON FOR CUSTODIAN OF RECORDS FOR RECORDS PERTAINING TO MUFEED HAMED

09/30/2014 PLAINTIFF MOHAMMAD HAMED'S NOTICE OF TENTH SUPPLEMENTAL RULE DISCLOSURES AND SUPPLEMENTAL RESPONSES TO DEFENDANTS' 11/15/13 DOCUMENT REQUESTS  
SUBMITTED BY CARL HARTMANN III, ESQ.

09/30/2014 NOTICE OF COUNTERCLAIM DEFENDANT WAHEED HAMED'S SUPPLEMENTAL PRODUCTION OF DOCUMENTS  
SUBMITTED BY CARL HARTMANN III, ESQ.

09/29/2014 MOTION TO STRIKE JURY DEMAND, MEMORANDUM IN SUPPORT OF MOTION TO STRIKE JURY DEMAND AND ORDER  
SUBMITTED BY JUSTIN HOLCOMBE, ESQ.

09/26/2014 NOTICE OF ENTRY OF ORDER  
09/25/2014  
JOEL H. HOLT, ESQ.; CARL J. HARTMANN, III, ESQ.  
NIZAR A. DEWOOD, ESQ.; GREGORY H. HODGES, ESQ.  
MARK W. ECKARD, ESQ.; JEFFREY B.C. MOORHEAD, ESQ.  
HONORABLE EDGAR D. ROSS (edgarrossjudge@hotmail.com)

09/26/2014 REPLY TO OPPOSITION TO MOTION TO COMPEL RESPONSES TO DISCOVERY  
REQUESTS AND FOR SANCTIONS  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

09/26/2014 NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26(a)(1)(A)  
DISCLOSURES  
SUBMITTED BY CHARLOTTE K. PERRELL, ESQ.

09/26/2014 NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26(a)(1)(A)  
DISCLOSURES  
SUBMITTED BY CHARLOTTE K. PERRELL, ESQ.

09/26/2014 NOTICE OF DISCOVERY RESPONSES RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

09/26/2014 TWO (2) SUBPOENAS DUCES TECUM RECEIVED ISSUED TO YUSUF YUSUF AND  
MAHER FATHI YUSUF

09/25/2014 RESPONSE TO PLAINTIFF'S NOTICE RE ALLEGED MISSED PAYROLL AND REQUEST  
FOR ASSISTANCE BY MASTER TO TERMINATE ALL NO SHOW EMPLOYEES & TO  
IMPLEMENT EMPLOYEE TIME ATTENDANCE SYSTEM  
SUBMITTED BY NIZAR DEWOOD, ESQ.

09/25/2014 MOTION TO SHOW CAUSE RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

09/25/2014 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT HENCEFORTH, COPIES OF  
ALL PLEADINGS MUST BE SERVED UPON THE APPOINTED MASTER, THE  
HONORABLE EDGAR D. ROSS, BY EMAIL AT EDGARROSSJUDGE@HOTMAIL.COM

09/25/2014 NOTICE OF CANCELLATION OF THE VIDEO TAPED DEPOSITION OF WAHEED  
HAMED, MUFEED HAMED, HISHAM HAMED, AND WALEED HAMED  
SUBMITTED BY GREGORY HODGES, ESQ.

09/24/2014 NOTICE TO COURT RE MISSED PAYROLL AND REQUEST FOR ASSISTANCE BY  
MASTER  
SUBMITTED BY JOEL HOLT, ESQ.

09/24/2014 PLAINTIFF'S MOTION TO FILE A SUR-REPLY RE DEFENDANTS' RULE 56 MOTION  
RE RENT  
SUBMITTED BY JOEL HOLT, ESQ.

09/23/2014 NOTICE OF VIDEO TAPED DEPOSITION AS TO HISHAM HAMED RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

09/23/2014 NOTICE OF VIDEO TAPED DEPOSITION AS TO WALEED HAMED RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

09/23/2014 NOTICE OF SERVICE RECEIVED  
SUBMITTED BY NIZAR DEWOOD, ESQ.

09/23/2014 NOTICE OF VIDEO TAPED DEPOSITION AS TO WAHEED HAMED  
SUBMITTED BY GREGORY HODGES, ESQ.

09/23/2014 NOTICE OF VIDEO TAPED DEPOSITION AS TO MUFEED HAMED  
SUBMITTED BY GREGORY HODGES, ESQ.

09/22/2014 PLAINTIFF MOHAMMED HAMED'S RESPONSE TO DEFENDANT FATHI YUSUF'S  
9/11/14 MOTION FOR SUMMARY ORDER DIRECTING ELECTION OF PLESEN  
DIRECTORS AND DECLARATION OF WALEED HAMED  
SUBMITTED BY JOEL HOLT, ESQ.

09/18/2014 ORDER APPOINTING MASTER SIGNED  
SIGNED BY JUDGE DOUGLAS A. BRADY

09/18/2014 NOTICE OF ENTRY OF ORDER  
09/18/2014  
JOEL HOLT, ESQ.  
CARL HARTMANN III, ESQ.  
NIZAR DEWOOD, ESQ.  
GREGORY HODGES, ESQ.  
MARK ECKARD, ESQ.  
JEFFREY MOORHEAD, ESQ.

09/18/2014 STATUS HEARING/CONFERENCE SCHEDULED 10/07/2014 11:30 A.M.

09/18/2014 NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26 (a)(1)(A)  
DISCLOSURES  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

09/17/2014 JOINT NOTICE RE SUGGESTED COMPENSATION OF MASTER  
SUBMITTED BY JOEL HOLT, ESQ.

09/15/2014 DEFENDANTS' REPLY BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY  
JUDGMENT REGARDING RENT  
SUBMITTED BY GREGORY HODGES, ESQ.

09/15/2014 DEFENDANTS' REPLY TO PLAINTIFF'S REPOSE TO THE STATEMENT OF  
UNDISPUTED FACTS AND COUNTERSTATEMENT OF FACTS  
SUBMITTED BY GREGORY HODGES, ESQ.

09/15/2014 DEFENDANTS' MOTION FOR LEAVE TO EXCEED PAGE LIMITATION FOR REPLY  
BRIEF IN SUPPORT OF DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT  
REGARDING RENT  
SUBMITTED BY GREGORY HODGES, ESQ.

09/11/2014 FAHTI YUSUF'S MOTION FOR SUMMARY ORDER DIRECTING ELECTION OF PLESSEN  
DIRECTORS AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

09/11/2014 NOTICE OF STIPULATED EXTENSION OF TIME TO FILE REPLY TO OPPOSITION  
TO MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING RENT  
SUBMITTED BY GREGORY HODGES, ESQ.

09/11/2014 PLAINTIFF MOHAMMAD HAMAD'S NOTICE OF ADDITIONAL FACTS REGARDING HIS  
MOTION FOR SUMMARY JUDGMENT AS TO PARTNERSHIP  
SUBMITTED BY JOEL HOLT, ESQ.

09/10/2014 STIPULATION REGARDING APPOINTMENT OF MASTER  
SUBMITTED BY JOEL HOLT, ESQ. & GREGORY HODGES, ESQ.

09/10/2014 STIPULATED CONFIDENTIALITY AGREEMENT AND AGREED PROTECTIVE ORDER  
AND ORDER  
SUBMITTED BY JOEL HOLT, ESQ., GREGORY HODGES, ESQ. MARK ECKARD, ESQ.  
AND JEFFREY MOORHEAD, ESQ.

09/09/2014 COUNTERCLAIM DEFENDANTS' OPPOSITION TO DEFENDANTS' MOTION TO COMPEL  
SUBMITTED BY NIZAR DEWOOD, ESQ.

09/09/2014 NOTICE OF COUNTERCLAIM DEFENDANTS WALEED, MUFEED AND HISHAM HAMEDS'  
SUPPLEMENTAL PRODUCTION OF DOCUMENTS  
SUBMITTED BY MARK ECKARD, ESQ.

09/09/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO MAHER FATHI YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

09/09/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO NEJEH YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

09/09/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO YUSUF YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

09/08/2014 REVISED NOTICE OF TAKING VIDEO TAPED DEPOSITIONS RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

09/05/2014 PLAINTIFF'S FILING OF SUPPLEMENTAL AUTHORITY RE PARTIAL SUMMARY  
JUDGMENT MOTION ON THE STATUTE OF LIMITATION DEFENSE  
SUBMITTED BY JOEL HOLT, ESQ.

08/29/2014 NOTICE OF ENTRY OF ORDER  
08/28/2014  
JOEL H. HOLT, ESQ.  
CARL HARTMANN, III, ESQ.  
NIZAR A. DEWOOD, ESQ.  
GREGORY H. HODGES, ESQ.  
MARK W. ECKARD, ESQ.  
JEFFREY B.C. MOORHEAD, ESQ.

08/29/2014 FATHI YUSUF'S REPLY BRIEF IN SUPPORT OF MOTION FOR RECONSIDERATION  
SUBMITTED BY GREGORY HODGES, ESQ.

08/28/2014 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT DEFENDANT'S MOTION TO  
APPOINT A MASTER FOR JUDICIAL SUPERVISION OF PARTNERSHIP WINDING UP  
IS GRANTED; PLAINTIFF'S MOTION FOR APPOINTMENT OF DAVID RIDGWAY AS  
MASTER FOR WINDING UP IS DENIED; THAT DEFENDANT'S MOTION FOR  
APPOINTMENT OF JOYCE WENSEL-BAILEY, CPA AS MASTER FOR WINDING UP IS  
DENIED; THAT THE PARTIES SHALL CONFER AND SHALL JOINTLY SELECT A  
MASTER FROM THE LIST PROVIDED AND ADVISE THE COURT OF THEIR MUTUAL  
SELECTION WITHIN 14 DAYS

08/27/2014 NOTICE OF SERVICE  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

08/26/2014 NOTICE OF WITHDRAWAL OF PENDING MOTION  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 PLAINTIFF'S RESPONSE TO DEFENDANTS' RULE 56.1 STATEMENT OF FACTS AND  
COUNTERSTATEMENT OF FACTS  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 PLAINTIFF'S OPPOSITION TO DEFENDANTS' PARTIAL RULE 56 MOTION RE RENT  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 DEFENDANT FATHI YUSUF'S MOTION TO COMPEL RESPONSES TO DISCOVERY  
REQUESTS AND FOR SACTIONS  
SUBMITTED BY CHARLOTTE PERRELL, ESQ.

08/25/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM TO CASINO DIVIS  
CARINA BAY  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 NOTICE OF TAKING VIDEO TAPED DEPOSITIONS  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 PLAINTIFF'S REQUESTS FOR ADMISSIONS TO FATHI YUSUF  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 SUBPOENA DUCES TECUM RECEIVED FOR CASINO DIVI CARINA BAY,  
CUSTODIAN OF RECORDS  
SUBMITTED BY JOEL HOLT, ESQ.

08/25/2014 SUBPOENA DUCES TECUM RECEIVED FOR SIGNATURE  
ISSUED TO CASINO DIVI CARINA BAY

08/21/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

08/21/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

08/21/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

08/21/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

08/20/2014 NOTICE OF ENTRY OF ORDER  
08/19/2014  
JOEL H. HOLT, ESQ.  
CARL HARTMANN, III, ESQ.  
GREGORY H. HODGES, ESQ.  
NIZAR A. DEWOOD, ESQ.  
MARK W. ECKARD, ESQ.  
JEFFREY B.C. MOORHEAD, ESQ.

08/20/2014 FILE RETURNED TO JUDGE BRADY'S CHAMBER

08/20/2014 RETURN OF SERVICE FOR SUBPOENA DUCES TECUM  
SUBMITTED BY CARL NHARTMANN, ESQ.

08/19/2014 COUNTERCLAIM DEFENDANT WALEED HAMED'S RESPONSE IN OPPOSITION FATHI  
YUSUF'S MOTION FOR RECONSIDERATION OF JULY 22, ORDER DENYING FATHI  
YUSUF'S MOTION TO NULIFY PLESSER ENTERPRISES, INC.'S BOARD  
RESOLUTIONS, TO AVOID ACTS TAKEN PURSUANT TO THOSE RESOLUTIONS AND  
TO APPOINT RECEIVER  
SUBMITTED BY MARK ECKARD, ESQ.

08/19/2014 FIFTH AMENDED SCHEDULING ORDER APPROVED BY JUDGE DOUGLAS A. BRADY;  
STATUS CONFERENCE 10/9/14 AT 10:00 AM; FINAL PRETRIAL CONFERENCE  
11/26/14 AT 3:30 PM; TRIAL 12/01/14 AT 9:00 AM

08/19/2014 NOTICE OF WITHDRAWAL OF SUBPOENA  
SUBMITTED BY JOEL HOLT, ESQ.

08/19/2014 RESPONSE TO MOTIONS TO QUASH SUBPOENA OF SEASIDE  
SUBMITTED BY JOEL HOLT, ESQ.

08/15/2014 TRANSCRIPT FILED BY COURT REPORTER, RANDALL JON BELSVIK FOR  
TELEPHONIC STATUS CONFERENCE HELD ON MAY 29, 2014

08/13/2014 MOTION TO QUAS SUBPOENA AND FOR SANCTIONS AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

08/13/2014 JOINDER IN MOTION TO QUASH SUBPOENA AND FOR SANCTIONS  
SUBMITTE DBY NIZAR DEWOOD, ESQ.

08/12/2014 DEFENDANTS' MOTION FOR LEAVE TO EXCEED PAGE LIMITATION FOR BRIEF IN  
SUPPORT OF DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON  
COUNTS IV, XI, AND XII REGARDING RENT AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

08/12/2014 DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT ON COUNTS IV, XI AND  
XII REGARDING RENT, UNITED CORPORATION'S AND FATHI YUSUF'S  
STATEMENT OF UNDISPUTED MATERIAL FACTS, DEFENDANTS' BRIEF IN  
SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT ON COUNTS IV, XI AND  
XII REGARDING RENT AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

08/11/2014 NOTICE OF SERVICE RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

08/11/2014 LETTER RECEIVED  
SUBMITTED BY ANNETT PARSON, LEGAL ASSISTANT

08/06/2014 REPLY TO OPPOSITION TO EMERGENCY MOTION TO FURTHER EXTEND DISCOVERY  
DEADLINES  
GREGORY HODGES, ESQ.

08/06/2014 FATHI YUSUF'S MOTION FOR RECONSIDERATION AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

08/04/2014 RETURN OF SERVICE FOR SUBPOENA DUCES TECUM ISSUED TO MAHER YUSUFAND  
ATTACHED AFFIDAVIT  
SUBMITTED BY JOEL HOLT, ESQ.

08/01/2014 NOTICE OF WITHDRAWAL OF SUBPOENAS  
SUBMITTED BY JOEL HOLT, ESQ.

08/01/2014 NOTICE OF FILING EXPERT REPORTS RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

08/01/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM  
SUBMITTED BY JOEL HOLT, ESQ.

08/01/2014 SUBPOENA DUCES TECUM RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

07/30/2014 EMERGENCY MOTION TO FURTHER EXTEND DISCOVERY DEADLINES AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

07/30/2014 JOINT NOTICE OF WITHDRAWAL OF FOURT (4) PENDING MOTIONS  
SUBMITTED BY JOEL HOLT, ESQ., CARL HARTMAN, III, ESQ. & MARK ECKARD,  
ESQ.

07/29/2014 OPPOSITION TO JULY 30TH, EMERGENCY MOTION RE NEW SCHEDULING ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

07/29/2014 PLESSEN ENTERPRISES, INC.'S ANSWER TO FIRST AMENDED COUNTERCLAIM  
SUBMITTED BY JEFFREY MOORHEAD, ESQ.

07/29/2014 PLESSEN ENTERPRISES, INC.'S NOTICE OF WITHDRAWAL OF PENDING MOTION  
SUBMITTED BY JEFFREY MOORHEAD, ESQ.

07/28/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM  
SUBMITTED BY JOEL HOLT, ESQ.

07/28/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM  
SUBMITTED BY JOEL HOLT, ESQ.

07/28/2014 SUBPOENA DUCES TECUM ISSUED SEASIDE MARKET & DELI  
SUBMITTED BY JOEL HOLT, ESQ.

07/28/2014 MEDIATION REPORT RCVD/REACHED AN IMPASSE  
SUBMITTED BY DAVID NICHOLS, ESQ.

07/25/2014 NOTICE OF ENTRY OF ORDER  
07/22/2014  
JOEL H. HOLT, ESQ.; CARL HARTMANN III, ESQ.  
GREGORY H. HODGES, ESQ.; NIZAR A. DEWOOD, ESQ.  
MARK W. ECKARD, ESQ.; JEFFREY B.C. MOORHEAD, ESQ.  
JUDGES OF THE SUPERIOR COURT  
MAGISTRATES OF THE SUPERIOR COURT  
LAW CLERKS; LAW LIBRARY; RECORD BOOK; IT

07/23/2014 NOTICE OF SUPPLEMENTAL EXHIBIT TO PLAINTIFF'S MOTION FOR PARTIAL  
SUMMARY JUDGMENT AS TO THE EXISTENCE OF A PARTNERSHIP  
SUBMITTED BY JOEL HOLT, ESQ.

07/22/2014 MEMORANDUM OPINION AND ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT  
DEFENDANT/COUNTERCLAIMANT FATHI YUSUF'S MOTION TO NULLIFY PLESSEN  
ENTERPRISES, INC.'S BOARD RESOLUTIONS, TO AVOID ACTS TAKEN PURSUANT  
TO THOSE RESOLUTIONS AND TO APPOINT RECEIVER AND BRIEF IN SUPPORT,  
FILED MAY 20, 2014 IS DENIED.

07/22/2014 SUBPOENA DUCES TECUM RECEIVED FOR BANCO POPULAR DE PUERTO RICO  
SUBMITTED BY GREGORY HODGES, ESQ.

07/15/2014 REPLY TO DEFENDANTS' OPPOSITION RE COUNTERCLAIM DEPOSITIONS  
SUBMITTED BY JOEL HOLT, ESQ.

07/10/2014 DEFENDANTS' OPPOSITION TO MOTION TO STRIKE UNITED/YUSUF PLAN  
SUBMITTED BY GREGORY HODGES, ESQ.

07/10/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

07/09/2014 AFFIDAVIT OF SERVICE OF SUBPOENA DUCES TECUM ON MICHAEL J. KELLEHER  
ON BEHALF OF CUSTODIAN OF RECORDS FOR MERRILL LYNCH  
SUBMITTED BY RENIX CHARLES, PROCESS SERVER

07/09/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

07/09/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

07/09/2014 NOTICE OF VIDEO TAPED DEPOSITION RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

07/07/2014 NOTICE RE CONTINUED MEDIATION  
SUBMITTED BY: JOEL H. HOLT

07/02/2014 OPPOSITION O MOTION TO COMPEL DEFENDANTS' ATTENDANCE AT DEPOSITION RE  
COUNTERCLAIM  
SUBMITTED BY GREGORY HODGES, ESQ.

07/02/2014 RESPONSE TO NOTICE OF DEFENDANTS' NON-RESPONSE RE REQUEST TO  
STIPULATE TO EXISTENCE OF PARTNERSHIP  
SUBMITTED BY GREGORY HODGES, ESQ.

06/26/2014 SUBPOENA DUCES TECUM ISSUED TO THE CUSTODIAN OF RECORDS

06/24/2014 SUBPOENA DUCES TECUM RECEIVED ISSUED TO MERRILL LYNCH

06/24/2014 INTERIM MEDIATION REPORT RECEIVED  
SUBMITTED BY DAVIS NICHOLS, ESQ. / MEDIATOR

06/24/2014 NOTICE OF INTENT TO SERVE RECEIVED  
SUBMITTED BY GREGORY HODGES, ESQ.

06/24/2014 SUBPOENA DUCES TECUM  
FILED BY GREGORY HODGES, ESQ.

06/23/2014 OPPOSITION TO DEFENDANTS' MOTION TO APPOINT JOYCE BAILEY AS MASTER  
SUBMITTED BY JOEL HOLT, ESQ. AND CARL HARTMAN, ESQ.

06/23/2014 PLAINTIFF'S MOTION TO STRIKE DEFENDANTS' NEW DISSOLUTION PLAN  
ATTACHED TO ITS RESPONSE MEMORANDUM TO PLAINTIFF'S SUR -REPLY RE  
DISSOLUTION PLAN  
SUBMITTED BY JOEL HOLT, ESQ.

06/23/2014 REPLY TO DEFENDANTS' OPPOSITION TO THE APPOINTMENT OF DAVID RIDGWAY  
AS MASTER  
SUBMITTED BY JOEL HOLT, ESQ.

06/23/2014 NOTICE OF DEFENDANTS' NON RESPONSE RE REQUEST TO STIPULATE TO  
EXISTENCE OF PARTNERSHIP  
SUBMITTED BY JOEL HOLT, ESQ.

06/23/2014 PLAINTIFF'S REPLY TO DEFENDANTS' OPPOSITION TO MOTION TO RECONSIDER  
SCHEDULING DEADLINES  
SUBMITTED BY JOEL HOLT, ESQ.

06/20/2014 PLAINTIFF HAMED'S REPLY RE HIS MOTION FOR PARTIAL SUMMARY JUDGMENT  
AS TO THE STATUTE OF LIMITATIONS  
SUBMITTED BY JOEL HOLT, ESQ.



06/19/2014 FAHTI YUSUF'S OPPOSITION TO PLAINTIFF HAMED'S MOTION FOR APPOINTMENT OF DAVID RIDGWAY AS APPOINTMENT OF DAVID RIDGWAY AS MASTER FOR WINDING UP  
SUBMITTED BY NIZAR DEWWOD, ESQ.

06/19/2014 FAHTI YUSUF'S MOTION AND MEMORANDUM FOR APPOINTMENT OF JOYCE WENSEL -BAILEY, C.P.A. AS MASTER FOR WINDING UP  
SUBMITTED BY NIZAR DEWOOD, ESQ.

06/19/2014 NOTICE OF SUPPLEMENTATION OF RECORD RE DEFENDANTS' MOTION TO SET ASIDE PLESSEN BOARD RESOLUTIONS  
SUBMITTED BY JOEL HOLT, ESQ.

06/16/2014 FATHI YUSUF'S JOINT REPLY BRIEF IN SUPPORT OF MOTION TO NOLIFFY PLESSEN ENTERPRISES, INC.'S BOARD RESOLUTIONS, TO VOID ACTS TAKEN PURSUANT TO THOS RESOLUTIONS, AND TO APPOINT RECEIVER  
SUBMITTED BY GREGORY HODGES, ESQ.

06/16/2014 DEFENDANTS' RESPONSE TO SURREPLY RE DISSOLUTION PLANS  
SUBMITTED BY GREGORY HODGES, ESQ.

06/16/2014 MOTION TO COMPEL DEFENDANTS' ATTENDANCE AT DEPOSITION RE COUNTERCLAIM AND MEMORANDUM IN SUPPORT OF MOTION TO COMPEL DEFENDANTS' ATTENDANCE AT DEPOSITION RE COUNTERCLAIM  
SUBMITTED BY JOEL HOLT, ESQ.

06/13/2014 DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FOR RECONSIDERATION OF THE COURT'S ORDER RE-OPENING FACT DISCOVERY  
SUBMITTED BY GREGORY HODGES, ESQ.

06/10/2014 PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO RENEWED MOTION FOR SUMMARY JUDGMENT  
SUBMITTED BY JOEL HOLT, ESQ.

06/10/2014 NOTICE OF ENTRY OF ORDER  
06/09/2014  
JOEL HOLT, ESQ.  
GREGORY HODGES, ESQ.  
NIZAR DEWOD, ESQ.

06/09/2014 REFERRAL TO MEDIATION  
SIGNED BY JUDGE DENISE HINDS ROACH, FOR JUDGE DOUGLAS A. BRADY

06/06/2014 DEFENDANT'S BRIEF IN OPPOSITION TO MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING STATUTE OF LIMITATIONS DEFENSE  
SUBMITTED BY GREGORY HODGES, ESQ.

06/02/2014 STIPULATION RE MEDIATION AND ORDER  
SUBMITTED BY JOEL HOLT, ESQ., CARL HARTMANN, ESQ., NIZAR DEWWOD, ESQ., MARK ECKARD, ESQ., AND JEFFREY MOORHEAD, ESQ.

06/02/2014 PLAINTIFF HAMED'S MOTION AND MEMORANDUM FOR APPOINTMENT OF DAVID RIDGWAY AS MASTER FOR WINDING UP ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

06/02/2014 DEFENDANTS/COUNTERCLAIMANTS' OPPOSITION TO PLESSEN'S MOTION TO QUASH SERVICE OF PROCESS, RULE 12 (B)(6) MOTION AND TO DISMISS CASE FOR MISJOINDER  
SUBMITTED BY GREGORY HODGES, ESQ.

06/02/2014 OPPOSITION TO PLAINTIFF'S RENEWED MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO THE EXISTENCE OF A PARTNERSHIP  
SUBMITTED BY GREGORY HODGE AND NIZAR DEWOOD, ESQ.

05/30/2014 PLESSEN ENTERPRISES, INC. OPPOSITION TO DEFENDANT'S MOTION TO SET ASIDE PLESSEN'S BOARD ACTIONS AND APPOINT RECEIVER  
SUBMITTED BY JEFFREY B.C.MOORHEAD, ESQ.

05/29/2014 RECORD OF PROCEEDING COMPLETED COMPLETED BY IRIS CINTRON  
COURT REPORTES RANDALL BELSVIK

05/29/2014 NOTICE OF ENTRY OF ORDER  
05/21/2014  
JOEL HOLT, ESQ.  
NIZAR DEWOOD, ESQ.  
GREGORY HODGES, ESQ.  
CARL HART MANN, III, ESQ.  
MARK ECKARD, ESQ.  
JEFFEY MOORHEAD, ESQ.

05/28/2014 PLAINTIFF'S MOTION AND MEMORANDUM FOR RECONSIDERATION OF THE COURT'S  
ORDER RE-OPENING FAT DISCOVERY  
AUBMITTE BY JOSE HOLT, ESQ.

05/28/2014 NOTICE OF CORRECTED SATES RE PLAINTIFF'S REPLY TO MOTION RE PLESSEN  
BOARD MEETING  
SUBMITTE BY JOEL HOLT, ESQ.

05/27/2014 FATHI YUSUF'S REQUESTS FOR PRODUCTION OF DOCUMENTS TO WAHEED HAMED  
SUBMITTED BY GREGORY HODGES,ESQ.

05/27/2014 PLAINTIFF'S MOTION TO FILE A SURREPLY RE THE PROPOSED DISSOLUTION  
PLANS, PLAINTIFF'S SURREPLY RE DISSOULTION PLANS AND ORDER  
SUBMITTED BY JOEL HOLT,ESQ.

05/27/2014 PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO SET ASIDE PLESSENS'S  
BOARD ACTION AND APPOINT RECEIVER  
SUBMITTE BY JOEL HOLT, ESQ.

05/27/2014 NOTICE OF SEVICE OF FATHI YUSUF FIRST REQUEST FOR PRODUCTION OF  
DOCUMENTE TO ADDITIONAL COUNTERCLAIM DEFENDANT'S HISHM HAMED,  
MUFEED HAMED, WAHEED HAMED AND WALEED HAMED  
SUBMITTED BY GREGROY HODGES, ESQ.

05/27/2014 FATHI YUSUF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO MUFEED  
HAMED  
SUBMITTED BY GREGORY HODGES,ESQ.

05/27/2014 FATHI YUSUF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO HISHAM  
HAMED  
SUBMITTED BY GREGORY HODGES, ESQ.

05/27/2014 FATHI YUSUF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO WALEED  
HAMED  
SUBMITTED BY GREGORY HODGES, ESQ.

05/23/2014 PLAINTIFF HAMED'S SRESPONSE RE DEFENDANT'S NEWEST MOTION TO AMEND  
AND CLARIFY THE FOURTH SCHEDULING ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

05/23/2014 NOTICE OF ENTRY OF ORDER

05/22/2014 NOTICE OF SERVICE OF SUBPOENA DUCES TECUM ISSUED TO BANCO POPULAR  
NORTH AMERICA, INC., BANK OD ST. CROX, FIRST BANK, AND SCOTIA BANK  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/22/2014 NOTICE OF PROOF OF SERVICE ISSUED TO THE CUSTODIAN OF RECORDS OF  
BANK OF ST. CROIX FOR PLESSEN ENTERPRISES, INC.  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/22/2014 NOTICE OF PROOF OF SERVICE ISSUED TO BANCO POPULAR NORTH AMERICA,  
INC., BANK OF ST. CROIX, FIRST BANK AND SCOTIA BANK  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/22/2014 NOTICE OF PROOF OF SERVICE FOR SUBPOENAS ISSUED FOR SUBPOENAS ISSUED TO BANCO POPULAR NORTH AMERICA, BANK OF ST. CROIX, FIRST BANK AND SCOTIA BANK  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/22/2014 NOTICE OF PROOF OF SERVICE OF SUBPOENA DUCES TECUM IS ISSUE TO BANCO POPULAR NORTH AMERICA, BANK OF ST. CROIX, FIRST BANK ,SCOTIA BANK  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/22/2014 OF PROOF OF SERVICE OF SUBPOENA DUCES TECUM ISSUED TO BANCO POPULAR NORTH AMERICA, BANK OF ST. CROIX, FIRST BANK AND SCOTIA BANK  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/21/2014 NOTICE WITHDRAWING NOTICES OF DEPOSITION  
SUBMITTED BY GREGORY HODGES, ESQ.

05/21/2014 ORDER FOR TELEPHONE CONFERENCE SIGNED  
SIGNED BY JUDGE DOUGLAS A. BRADY

05/20/2014 MOTION MOTION TO AMEND CLARIFY FOURTH AMENDED SCHEDULING ORDER AND ORDER  
SUBMITTED BY NIZAR DEWOOD, ESQ.  
GREGORY HODGES, ESQ.

05/20/2014 MOTION TO NULLIFY PLESSEN ENTERPRISES, INC.'S BOARD RESOLUTIONS, TO VOID ACTS TAKEN PURSUANT TO THOSE RESOLUTIONS, AND TO APPOINT RECEIVER, FATHI YUSEF'S BRIEF IN SUPPORT OF MOTION TO NULLIFY PLESSEN ENTERPRISES, INC.'S BOARD RESOLUTIONS TO VOID ACTS TAKEN PURSUANT TO THOSE RESOLUTIONS, AND TO APPOINT RECEIVER AND ORDER  
SUBMITTED BY GREGORY HODGES, ESQ.

05/19/2014 DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO MOTION TO APPOINT MASTER FOR JUDICIAL SUPERVISION OF PARTNERSHIP WINDING UP OR, IN THE ALTERNATIVE, TO APPOINT RECEIVER TO WIND UP PARTNERSHIP  
SUBMITTED BY GREGORY HODGES, ESQ.

05/19/2014 PLAINTIFF'S REPLY TO DEFENDANT'S MOTION FOR TELEPHONE CONFERENCE  
SUBMITTED BY JOEL HOLT, ESQ.

05/19/2014 PLESSEN'S RULE 12(B)(5) MOTION TO QUASH SERVICE OF PROCESS, RULE 12(B)(6) MOTION AND TO DISMISS CASE FOR MISJOINDER  
SUBMITTED BY JOEL HOLT, ESQ.

05/16/2014 NOTICE OF SERVICE OF DEFENDANTS' SUPPLEMENTAL RULE 26(A)(1)(A) DISCLOSURES  
SUBMITTED BY GREGORY H. HODGES

05/15/2014 FOURTH AMENDED SCHEDULING ORDER  
SIGNED BY JUDGE DOUGLAS A. BRADY  
STATUS CONFERENCE OCTOBER 9, 2014 AT 10:00 A.M.; FINAL PRETRIAL CONF. NOVEMBER 26, 2014 AT 3:30 P.M.; JURY SELECTION AND TRIAL DECEMBER 1, 2014 AT 9:00 A.M.; THAT ALL DATES SET FORTH IN THE THIRD AMENDED SCHEDULING ORDER ENTERED APRIL 28, 2014 ARE VACATED.

05/15/2014 NOTICE OF ENTRY OF ORDER

05/15/2014 MOTION FOR TELEPHONIC CONFERENCE WITH THE COURT AND ORDER  
SUBMITTED BY GREGORY H. HODGES, ESQ. AND NIZAR DEWOOD, ESQ.

05/15/2014 NOTICE OF INTENT TO SERVE SUBPOENA  
SUBMITTED BY NIZAR DEWOOD, ESQ.

05/15/2014 PLAINTIFF'S REPLY RE HIS RENEWED MOTION TO REDUCE THE BOND AND ORDER REDUCTION OF BOND  
SUBMITTED BY JOEL H. HOLT, ESQ. AND CARL J. HARTMAN, III, ESQ.

05/13/2014 PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT RE THE STATUE OF LIMITATIONS DEFENSE BARRING DEFENDANTS' COUNTERCLAIM DAMAGES PRIOR RO SEPTEMBER 16, 2006 A ND MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND ORDER SUBMITTE BY JOEL HOLT, ESQ.

05/13/2014 NOTICE OF FILING HIS NINTH SUPPLEMENTAL RULW 26 SELF DISCLOSURES SUBMITTE BY JOEL HOLT, ESQ.

05/12/2014 NOTICE OF VIDEO TAPED DEPOSITION FOR HISHAM HAMED

05/12/2014 NOTICE OF VIDEO TAPED DEPOSITION SUBMITTE BY GREGORY HODGES, ESQ.

05/09/2014 PLAINTIFF'S RENEWED MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO THE SXISTENCE OF PARTNERSHIP AND ORDER SUBMITTEDBY JOEL H.,. HOLT, ESQ.

05/09/2014 NOTICE OF FILING EIGHTH SUPPLEMENTAL RULE 26 SELF DISCLOSURES SUBMITTED BY CARL HARTMANN,III, ESQ.

05/09/2014 OPPOSITION TO PLAINTIFF'S MOTION FOR A REDUCTION OF PI BOND SUBMITTED BY GREGORY HODGES, ESQ.

05/07/2014 EMERGENCY MOTION TO FURTHER EXTEND SCHEDULING ORDER DEADLINES AS A RESULT OF NEW INFORMATION SUBMITTED BY GREGORY HODGES, ESQ. AND NIZAR DEWOOD,E SQ.

05/07/2014 REPLY TO OPPOSITION TO EMERGENCY MOTION TO FURTHER EXTEND THE DURATIONAL LIMIT OF THE DEPOSITION OF MOHAMMAD HAMED AND FOR SANCTIONS SUBMITTE BY GREGORY HODGES,ESQ. AND NIZAR DEWOOD, ESQ.

05/05/2014 NOTICE OF SUBMISSION OF ORDER AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

05/05/2014 20 SUBPOENA DUCES TECUM TO CUSTODIAN OF RECORDS  
1. BANCO POPULAR NORTH AMERICA, INC. 10. BANK OF ST. CROIX  
2. BANCO POPULAR NORTH AMERICA, INC. 11-15 FIRST BANK  
3. BANCO POPULAR NORTH AMERICA, INC. 16-20 SCOTIA BANK  
4. BANCO POPULAR NORTH AMERICA, INC.  
5. BANCO POPULAR NORTH AMERICA, INC.  
6. BANK OF ST. CROIX  
7. BANK OF ST. CROIX  
8. BANK OF ST. CROIX  
9. BANK OF ST. CROIX

05/05/2014 NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

05/05/2014 THIRD AMENDED NOTIC OF TAKING RULE 30(B)(^ ) VIDEO-TAPES DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

05/01/2014 REPLY TO DEFENDANT'S OPPOSITION TO MOTION TO DISMISS PLESSEN ENTERPRISES, INC., SUBMITTED BY JOEL HOLT, ESQ.

05/01/2014 NOTICE OF APPEARANCE SUBMITTED BY JEFFREY B.C. MOORHEAD, ESQ.

04/30/2014 NOTICE OF FILING SUBMITTED BY JOEL HOLT, ESQ.

04/30/2014 PLAINTIFF'S RESONSE TO DEFENSNT'S MOTION TO APPOINT MASTER FOR JUDICIAL SUPERVISION OF PARTNERSHIP WINDING UP OR, IN THE ALTERNATIVE TO APPOINT RECEIVER TO WIND UP PARTNERSHIP

04/30/2014 PLAINTIFF'S RESPONSE TO DEFENDANT FAITH YUSUF'S EMEGENCY MOTION TO ENJOINING 4/30/14 SPECIAL MEETING OF BOARD OF DIRECTORS OF COUNTERCLAIM DEFENDANT, PLESSEN ENTERPRISES WITH ORDER SUBMITTED BY JOEL H. HOLT

04/30/2014 DEFENDANT FATHI YUSUF'S EMERGENCY MOTIOIN TO ENJOIN 4/30/14 SPECIAL MEETING OF BOARD OF DIRECTORS OF COUNTERCLAIM DEFENDANT PLESSEN ENTERPRISES, INC., FILED BY ATT . NIZAR DEWOOD

04/28/2014 NOTICE OF ENTRY OF SCHEDULING ORDER

04/28/2014 OPPOSITION TO EMERGENCY MOTION TO RE-DEPOSE MOHAMMAD HAMED

04/24/2014 SUPPLEMENT TO EMERGENCY MOTION TO FURTHER EXTEND THE DURATIONAL LIMIT OF THE DEPOSITION OF MOHAMMAD HAMED AND FOR SANCTIONS SUBMITTED BY GREGORY HODGES, ESQ.

04/22/2014 THIRD AMENDED SCHEDULING ORDER SIGHNED BY JUDGE DOUGLAS A BRADY STATUS CONFERERNC E ON AUGUST 5, 2014 AT 2:30 PM FINAL PRETRIAL CONFERENCE ON NOVEMBER 24, 2014 AT 9:00 AM JURY SELECTION AND TRIAL ON DECEMBER 1, 2014 AT 9:00 AM ALL DATES SET FORTH IN THIS COURT'S MARCH 24 2014 SECOND AMENDED SCHEDULING ORDER ARE VACATED

04/22/2014 JOINT REPLY TO DEFENDANT'S OPPOSITION OT PLAINTIFF'S RULE 12(B)(6) MOTIONS TO DISMISS RE WALEED HAMED, WAHEED HAMED, HISHAM HAMED AND MUFEED HAMED SUBMITTED BY CARL HARTMANN, III, ESQ. AND MARK ECKARD, ESQ.

04/22/2014 PLAINTIFF'S MOTION FOR A REDUCTION OF PI BOND AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

04/22/2014 JOINT SSTIPULATION TO FURTHER EXTEND SCHEDULING DEADLINES WITH THIRD AMENDED SCHEDULING ORDER SUBMITTED BY JOEL H. HOLT

04/14/2014 DEFENDANT/COUNTERCLAIMANT'S OPPOSITION TO DEFENDANT PLESSEN ENTERPISES, INC SUBMITTED BY GREGORY HODGES, ESQ.

04/09/2014 NOTICE OF FILING PROPOSED ORDER SUBMITTED BY GREGORY HODGES, ESQ.

04/08/2014 EMERGENCY MOTION TO FURTHER EXTEND THE DURATIONAL LIMIT OF THE DEPOSITION OF MOHAMMAD AND FOR SANCTIONS SUBMITTED BY GREGORY HODGES, ESQ.

04/07/2014 NOTICE OF FILING DEFENDANT'S/COUNTERCLAIMANTS' OPPOSITION TO MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WAHEED HAMED SUBMITTED BY GREGORY HODGES, ESQ.

04/07/2014 NOTICE OF FILING DEFENDANT/COUNTERCLAIMANTS' OPPOSITION TO MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO MUFEED HAMED AND HISHAM HAMED SUBMITTED BY GREGORY HODGES, ESQ.

04/07/2014 MOTION TO APPOINT MASTER FOR JUDICIAL SUPERVISION OF PARTNERSHIP WINDING UP OR, IN THE ALTERNATIVE TO APPOINT RECEIVER TO WIND UP PARTNERSHIP, MEMORANDUM IN SUPPORT OF MOTION TO APPOINT MASTER FOR JUDICIAL SUPERVISION OF PARTNERSHIP WINDING UP OR, IN THE ALTERNATIVE, TO APPOINT RECEIVER TO WIND UP PARTNERSHIP AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

04/07/2014 NOTICE OF FILING DEFENDANT/COUNTERCLAIMANTS' FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED SUBMITTED BY GREGORY HODGES, ESQ.

04/04/2014 PLAINTIFF'S RESPONSE TO DEFENDANT'S EMERGENCY MOTION TO CANCEL DEPOSITIONS SUBMITTED BY GREGORY HODGES, ESQ.

04/04/2014 UNOPPOSED MOTION FOR EXTENSION OF TIME TO FILE RESPONSE TO MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO PLESSEN ENTERPRISES, INC., FILED BY GREGORY H. HODGES, ESQ.

04/04/2014 NOTICE OF SERVICE OF DEFENDANT UNITED CORPORATIONS' AMENDED RESPONSE TO PLAINTFF'S SECOND INTERROGATORIES AND SECOND REQUEST FOR THE PRODUCTION OF DOCUMENTS TO DEEFNDANT FILED BY GREGORY HODGES, ESQ.

04/03/2014 NOTICE OF ENTRY OF TWO ORDERS

04/03/2014 NOTICE OF FILING OF SIX SUPPLEMENTAL RUL 26 SELF DISCLOSURES ON DEFENDANT'S COUNSEL SUBMITTED BY JOEL HOLT, ESQ.

04/02/2014 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY THAT PLAINTIFF'S MOTION TO COMPEL IS GRANTED IN PART, AND DENIED IN PART

04/01/2014 MOTION TO CONTINUE OR EXTEND THE DURATIONAL LIMIT OF THE DEPOSITION OF MOHAMMAD HAMED FILED BY GREGORY H. HODGES, ESQ. PROPOSED ORDER ATTACHED

03/28/2014 EMERGENCY MOTION FOR PROTECTIVE ORDER CANCELLING DEPOSITIONS FILED BY GREGORY H. HODGES, ESQ.

03/28/2014 NOTICE OF SERVICE OF DEFENDANT UNITED CORPORATIONS'S AMENDED RESPONSES TO PLAINTIFF'S SECOND INTERROGATORIES AND SECOND REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT SUBMITTED BY GREGORY HODGES, ESQ.

03/28/2014 NOTICE OF FILING SUPPLEMENTAL RULE 26 SELF DISCLOSURES ON DEFENDANT'S SUBMITTED BY JOEL HOLT, ESQ.

03/28/2014 NOTICE OF FILING FIFTH SUPPLEMENTAL RULE 26 SELF DISCLOSURES ON DEFENDANT'S SUBMITTED BY JOEL HOLT, ESQ.

03/28/2014 PLAINTIFF HAMED'S OPPOSITION TO DEFENDANT'S EMERGENCY MOTION FOR PROTECTIVE ORDER TO CANCEL DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

03/27/2014 REPLY TO OPPOSITION TO MOTION TO INTERVENE FILED BY KYE WALKER, ESQ.

03/24/2014 SECOND AMENDED SCHEDULING ORDER SIGNED BY JUDGE DOUGLAS A BRADY STATUS CONFERENCE SHALL BE HELD ON JULY 28, 2014 AT 2:30 PM FINAL PRETRIAL CONFERENCE ON NOVEMBER 24, 2014 AT 9:00 AM JURY SELECTION AND TRIAL ON DECEMBER 1, 2014 AT 9:00 AM

03/20/2014 NOTICE OF VIDEO TAPED DEPOSITION FILED BY ATTY . GREGORY HODGES WITH LETTER

03/18/2014 NOTICE OF FILING PLAINTIFF'S THIRD SUPPLEMENTAL RULE 26 SELF DISCLOSURES SUBMITTED BY JOEL HOLT, ESQ.

03/18/2014 NOTICE FO WITHDRAWAL OF SUBPOENAS SUBMITTED BY JOEL H. HOLT, ESQ.

03/17/2014 PLAINTIFF'S RESPONSE TO MOTION TO INTERVENE AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

03/17/2014 PLAINTIFF'S RESPONSE TO MOTION TO QUASH SUBPOENAS AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

03/14/2014 MOTION TO QUASH SUBPOENAS AND FOR SANCTIONS AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

03/13/2014 NOTICE OF FILING SUBMITTED BY KYE WALKER, ESQ.

03/12/2014 REPLY TO PLAINTIFF HAMED'S OPPOSITION TO MOTION TO RECONSIDER ORDER OF EMCUMBRANCE SUBMITTED BY GREGORY HODGES, ESQ.

03/12/2014 MOTION TO EXTEND SCHEDULING DEADLINES, MEMORANDUM IN SUPPORT OF MOTION TO EXTEND SCHEDULING DEADLINES AND ORDER SUBMITTED BY CHARLES LOCKWOOD, ESQ.

03/12/2014 PLAINTIFF'S MOTION AND MEMORANDUM TO STRIKE NEW ARGUMENT RE MOTION TO EXTEND SCHEDULING ORDER AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

03/12/2014 NOTICE FO INTENT TO SERVE SUBPOENA DUCES TECUM UPON SCOTIA BANK SUBMITTED BY JOEL HOLT, ESQ.

03/12/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM UPON BANCO POPULAR SUBMITTED BY JOEL HOLT, ESQ.

03/12/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM UPON MERRILL LYNCH SUBMITTED BY JOEL HOLT, ESQ.

03/12/2014 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM UPON MERRILL LYNCH SUBMITTED BY JOEL HOLT, ESQ

03/05/2014 UNOPPOSED MOTIN FOR EXTENSION OF TIME TO FILE RESPONSES TO ADDITIONAL COUNTERCLAIM DEFENDANTS' MOTIONS TO DISMISS FIRST AMENDED COUNTERCLAIM AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

03/05/2014 REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTIO TO FURTHER EXTEND SCHEDULING ORDER DEADLINES AND ORDER GREGORY HODGES, ESQ.

03/04/2014 SECOND AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

03/04/2014 ECOND AMEDED NOTICE OF TAKING VIDEO TAPED DEPOSITIONS SUBMITTED BY JOEL HOLT, ESQ

03/04/2014 SECOND AMENDED NOTICE FO TAKING VIDEO TAPED DEPOSITIONS SUBMITTED BY JOEL HOLT, ESQ.

03/04/2014 THIRD AMENDED NOTICE OF TAKING RULE 30 (B) (6) VIDEO-TAPED SEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

03/04/2014 THIRD AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ

03/03/2014 PLAINTIFFS MOTION TO DISMISS COUNTERCLAIM DEFENDANT PLESSEN ENTERPRISES, INCL MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION TO DISMISS COUNTERCLAIM DEFENDANT PLEASSEN ENTERPRISES, INCL AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

03/03/2014 PLAINTIFF HAMED'S OPPOSITION TO DEFENDANT'S MOTION TO FURTHER EXTEND SCHEDULING ORDER DEADLINES SUBMITTED BY JOEL HOLT, ESQ.

03/01/2014 HODA FATHI YUSUF HAMED'S MOTION FOR LEAVE TO INTERVENE SUBMITTED BY KYE WALKER, ESQ.

02/26/2014 PLAINTIFF HAMED'S OPPOSITION TO UNITED MOTION TO RECONSIDER ORDER OF ENCUMBRANCE AS TO SHAWN HAMEDS PLEDGES OF PLOT NO. 100 ELZA'S RETREAT SUBMITTED BY JOEL HOLT, ESQ.

02/25/2014 AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/25/2014 SECOND AMENDED NOTICE OF TAKING RULE 30 (B) (6) VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/25/2014 AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/25/2014 SECOND AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/24/2014 REPLY TO RESPONSE TO DEFENDANT'S OBJECTION RE :BOND SUBMITTED BY GREGORY HODGES, ESQ.

02/24/2014 NOTICE OF VIDEO TAPED DEPOSITION SUBMITTED BY GREGORY HODGE, ESQ.

02/21/2014 NOTICE OF VIDEO TAPED DEPOSITION SUBMITTED BY GREGORY HODEGES, ESQ.

02/21/2014 MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO MUFEEED HAMED AND HISHAM HAMED, MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED AND ORDER SUBMITTED BY MARK ECKARD, ESQ.

02/21/2014 ANSWER OF WALEED ("WALLY") HAMED TO FIRST AMENDED COUNTERCLAIM SUBMITTED BY MARK ECKARD, ESQ.

02/21/2014 ANSWER OF MUFEED HAMED AND HISHAM HAMED TO FIRST AMENDED COUNTERCLAIM SUBMITTED BY MARK ECKARD, ESQ.

02/21/2014 MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED, MEMORANDUM OF LAW IN SUPPORT OF MOTION TO DISMISS FIRST AMENDED COUNTERCLAIM AS TO WALEED HAMED AND ORDER SUBMITTED BY MARK ECKARD, ESQ.

02/19/2014 MOTION TO FURTHER EXTEND SCHEDULING ORDER DEADLINES AND ORDER SUBMITTED BY GREGORY HODGES, ESQ

02/18/2014 RESPONSE TO DEFENDANT'S OBJECTION RE BOND FILED BY ATTY . JOEL H. HOLT

02/18/2014 ANSWER OF WAHEED ("WILLIE") HAMED TO FIRST AMENDED COUNTERCLAIM FILED BY ATTY . CARL HARTMANN III

02/18/2014 COUNTERCLAIM DEFENDANT WAHEED HAMED'S MOTION TO DISMISS FILED BY ATTY . CARL HARTMANN III WITH MEMORANDUM IN SUPPORT OF MOTION AND PROPOSED ORDER

02/14/2014 MOTION TO RECONSIDER ORDER OF ENCUMBRANCE DATED FEBRUARY 7, 2014 AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

02/13/2014 NOTICE OF RECORDING COURT ORDER SUBMITTED BY JOEL HOLT, ESQ.

02/12/2014 RESPONSE TO MOTION TO SUBSTITUTE ADDITIONAL BOND AND OBJECTION TO ADEQUACY OF PROPOSED BOND SUBMITTED BY GREGORY HODGES, ESQ.

02/11/2014 REPLY RE PLAINTIFF'S MOTION TO COMPEL COMPLIANCE WITH PI SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL DEFENDANT'S TO COMPLY WITH THE PRELIMINARY INJUNCTION

02/10/2014 AMENDED NOTICE OF TAKING RULE 30(B)(6) VIDEO-TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 NOTICE OF FILING PLAINTIFF'S SECOND SUPPLEMENTAL RULE 26 SELF DISCLOSURES SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 NOTICE OF TAKING VIDEO TAPED DEPOSITIONS SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 AMENDED NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

02/10/2014 NOTICE OF ENTRY OF ORDER

02/07/2014 ORDER OF ENCUMBRANCE SIGNED BY JUDGE DOUGLAS A. BRADY

02/06/2014 MOTION TO SUBSTITUTE ADDITIONAL BOND FILED BY ATTY . JOEL H. HOLT WITH PROPOSED ORDER OF ENCUMBRANCE

02/06/2014 FIVE SUBPOENA SUBMITTED AND ISSUED TO : MUFEED HAMED; HISHAM HAMED; PLESSER ENTERPRISED, INC.; WALEED HAMED; AND WAHEED HAMED

02/04/2014 NOTICE OF FILING INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENT ON DEFENDANT, UNITED CORPORATION; SECOND SET SUBMITTED BY JOEL HOLT, ESQ.



02/04/2014 NOTICE OF FILING AN AMENDED FIRST SUPPLEMENTAL RULE 26 SELF DISCLOSURES SUBMITTED BY JOEL HOLT, ESQ.

02/03/2014 NOTICE OF FILING PLAINTIFF'S FIRST SUPPLEMENTAL RULE 25 SELF DISCLOSURES SUBMITTED BY JOEL HOLT, ESQ.

01/30/2014 NOTICE OF POSTING ADDITIONAL BOND AND NOTICE OF RECORDING COURT ORDER FILED BY ATTY. JOEL H. HOLT WITH PROPOSED ORDER OF ENCUMBRANCE

01/28/2014 PLAINTIFF'S NOTICE OF FILING SUPPLEMENTAL DECLARATIONS RE MOTION TO COMPEL COMPLIANCE WITH PRELIMINARY INJUNCTION SUBMITTED BY JOEL HOLT, ESW.

01/24/2014 NOTICE OF SUPPLEMENTAL EXHIT TO PLAINTIFF'S MOTION TO COMPEL DEFENDANT'S TO COMPLY WITH THE PRELIMINARY INJUNCTION RE YUSUF'S REFUSAL TO AUTHORIZE CHARRIEZ'S ANNUAL BONUS SUBMITTED BY JOEL HOLT, ESQ.

01/22/2014 PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO COMPEL DEFENDANT'S TO COMPLY WITH THE PRELIMINARY INJUNCTION AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

01/16/2014 PLAINTIFF'S ANSWER TO FIRST AMENDED COUNTERCLAIM SUBMITTED BY JOEL HOLT, ESQ.

01/15/2014 ORDER OF ENCUMBRANCE SIGNED BY JUDGE DOUGLAS A. BRADY

01/15/2014 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT PLAINTIFF'S MOTION TO SUPPLEMENT RECORD IS GRANTED; THAT PLAINTIFF'S MOTION TO RECONSIDER IS GRANTED; THAT PLAINTIFF'S NOTICE OF FILING BOND IS ACCEPTED; THAT PLAINTIFF'S NOTICE OF FILING BOND IS REJECTED; THAT PLAINTIFF SHALL ON OR BEFORE CLOSE OF BUSINESS JANUARY 31, 2014 FILE WITH THE CLERK OF THE COURT THE BALANCE DUE ON THE INJUNCTION BOND IN THE AMOUNT OF \$513,000.

01/15/2014 NOTICE OF ENTRY OF TWO ORDERS

01/13/2014 FIRST AMENDED COUNTERCLAIM SUBMITTED BY NIZAR DEWOOD, ESQ.

01/10/2014 NOTICE OF SERVICE OF DEFENDANT FATHI YUSUF'S CORRECTED RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT YUSUF: FIRST SET SUBMITTED BY GREGORY HODGES, ESQ.

01/10/2014 PLAINTIFF'S MOTION TO SUPPLEMENT RECORD RE RECONSIDERATION/CLARIFICATION OF BOND ORDER SUBMITTED BY JOEL HOLT, ESQ.

01/09/2014 DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANT'S EMERGENCY MOTION TO VACATE INJUNCTION DUE TO PLAINTIFF'S FAILURE TO FORTHWITH FILE THE REQUIRED BOND SUBMITTED BY GREGORY HODGE, ESQ.

12/30/2013 NOTICE OF SERVICE OF DEFENDANT FATHI YUSUF'S ANSWER TO PLAINTIFF'S FIRST INTERROGATORIES SUBMITTED BY NIZAR DEWOOD, ESQ.

12/27/2013 NOTICE OF FILING BOND SUBMITTED BY JOEL HOLT, ESQ.

12/27/2013 PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO MOTION TO PARTIALLY RECONDISER/CLARIFY BOND ORDER SUBMITTED BY JOEL HOLT, ESQ.

12/27/2013 NOTICE OF POSTING BOND SUBMITTED BY JOEL HOLT, ESQ.

12/27/2013 NOTICE OF FILING CORRECTED DECLARATION OF JOEL H. HOLT TO PLAINTIFF'S REPLY TO OPPOSITION TO MOTION TO RECONSIDER/CLARIFY BOND SUBMITTED BY JOEL HOLT, ESQ.

12/23/2013 NOTICE OF FILING SUBMITTED BY JOEL HOLT, ESQ.

12/23/2013 ANSWER AND COUNTERCLAIM SUBMITTED BY GREGORY H. HODGES, ESQ.

12/23/2013 OPPOSITION TO PLAINTIFF'S MOTION TO PARTIALLY RECONSIDER /CLAIFY BOND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

12/23/2013 NOTICE OF FILING AMENDED DECLARATION TO OPPOSITION TO "EMERGENCY MOTION" RE BOND SUBMITTED BY JOEL HOLT, ESQ.

12/23/2013 PLAINTIFF'S HAMED'S OPPOSITION TO DEFENDANT'S EMERGENCY MOTION RE BOND SUBMITTED BY JOEL HOLT, ESQ.

12/16/2013 EMERGENCY MOTION TO VACATE INJUNCTION DUE TO PLAINTIFF'S FAILURE TO FORTHWITH FILE THE REQUIRED BOND AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

12/16/2013 PLAINTIFF'S MOTION TO PARTIALLY RECONSIDER /CLARIFY BOND ORDER FILED BY ATTY. JOEL HOLT WITH PROPOSED ORDER AND PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION

12/11/2013 NOTICE OF WITHDRAWAL OF DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

12/09/2013 NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

12/09/2013 NOTICE OF TAKING VIDEO TAPED DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

12/09/2013 NOTICE OF TAKING RULE 30(B)(6) VIDEO DEPOSITION SUBMITTED BY JOEL HOLT, ESQ.

12/05/2013 AMENDED SCHEDULING ORDER SIGNED BY DOUGLAS A. BRADY

12/05/2013 ORDER EXTENDING SCHEDULING DEADLINES SIGNED BY JUDGE DOUGLAS A. BRADY

12/05/2013 ORDER DENYING MOTION TO DISMISS SIGNED BY JUDGE DOUGLAS A. BRADY

12/05/2013 ORDER DENYING PARTIAL SUMMARY JUDGEMENT SIGNED BY JUDGE DOUGLAS A. BRADY

12/05/2013 ORDER RE-SETTING INJUNCTION BOND SIGNED BY JUDGE DOUGLAS A. BRADY

12/05/2013 NOTICE OF ENTRY OF FIVE (5) ORDERS

12/03/2013 PLAINTIFF'S RESPONSE TO DEFENDANT'S EMERGENCY MOTION TO EXTEND SCHEDULING DEADLINES AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

12/02/2013 REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO VACATE INJUNCTION PENDING POSTING OF ADDITIONAL SECURITY SUBMITTED BY GREGORY HODGES, ESQ.

11/27/2013 EMERGENCY MOTION TO EXTEND SCHEDULING ORDER DEADLINES FILED BY GREGORY HODGES & NIZAR DEWOOD, ESQ. PROPOSED AMENDED SCHEDULING ORDER ATTACHED.

11/19/2013 NOTICE OF ENTRY OF ORDER APPROVING SUBSTITUTION OF COUNSEL

11/19/2013 NOTICE OF FILING INTERROGATORY REQUESTS AND REQUEST FOR PRODUCTION OF DOCUMENTS SUBMITTED BY JOEL HOLT, ESQ.

11/19/2013 REPLY RE ATTORNEY'S FEE FOR APPEAL SUMMITTED BY JOEL HOLT, ESQ.

11/19/2013 PLAINTIFF'S OPPOSITION TO VACATE PRELIMINARY INJUNCTION PENDING POSITING OF ADDITIONAL SECURITY SUBMITTED BY JOEL HOLT, E SQ.

11/18/2013 ORDER APPROVING SUBSTITUTION OF COUNSEL SIGNED BY JUDGE DOUGLAS A. BRADY

11/15/2013 MOTION TO VACATE INJUNCTION PENDING POSTING OF ADDITIONAL SECURITY, MEMORANDUM IN SUPPORT OF MOTION TO VACATE INJUNCTION PENDING POSTING OF ADDITIONAL SECURITY AND ORDER SUBMITTED BY GREGORY HODGES, ESQ.

11/15/2013 OBJECTION TO BILL OF COST SUBMITTED BY GREGORY HODGES, ESQ.

11/07/2013 STIPULATION FOR SUBSTITUTION OF COUNSEL, LETTER AND ORDER RECEIVED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ. & GREGORY HODGES, ESQ.

10/28/2013 MANDDATE, OPINION OF THE COURT AND ORDER SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

10/24/2013 MOTION AND MEMORANDUM IN SUPPORT OF REQUEST FOR ATTORNEY'S FEES RE APPEAL AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

10/18/2013 PLAINTIFF'S MOTION TO SUPPLEMENT THE PARTIAL SUMMARY JUDGMENT RECORD SUBMITTED BY JOEL HOLT, ESQ.

10/17/2013 MOTION TO REDUCE THE BOND RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

10/17/2013 PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION TO REDUCE BOND SUBMITTED BY JOEL HOLT, ESQ.

09/30/2013 OPINION OF THE COURT RECEIVED SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

09/30/2013 OPINION OF THE COURT RECEIVED SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

09/27/2013 UNITED'S REPLY TO PLAINTIFF'S OPPOSITION RESPONSE TO UNITED'S MOTION TO WITH DRAW RENTS SUBMITTED BY NIZAR DEWOOD, ESQ.

09/26/2013 PLAINTIFF'S REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION FO PARTIAL SUMMARY JUDGMENT SUBMITTED BY JOEL HOLT, ESQ.

09/19/2013 NOTICE OF SERVICE OF DEFENDANT UNITED CORPORATION'S ANSWERS TO PLAINTIFF'S FIRST INTERROGATORIES SUBMITTED BY NIZA DEWOOD, ESQ.

09/19/2013 NOTICE OF SERVICE OF DEFENDANT UNITED CORPORATION'S RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS SUBMITTED BY NIZAR DEWWOD, ESQ.

09/16/2013 PLAINTIFF'S RESPONSE TO UNITED'S MOTION TO WITHDRAW RENT SUBMITTED BY JOEL HOLT, ESQ.

09/16/2013 DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT SUBMITTED BY NIZAR DEWWOD, ESQ.

09/16/2013 DEFENDANT'S RESPONSE TO PLAINTIFF'S STATEMENT OF MATERIAL FACTS & DEFENDANTS' STATEMENT OF ADDITIONAL FACTS IN OPPOSITION TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT SUBMITTED BY NIZAR DEWOOD, ESQ.

09/09/2013 DEFENDANT UNTIED'S MOTION TO WITHDRAW RENT FILED BY ATTY . NIZAR DEWOOD WITH PROPOSED ORDER

09/09/2013 MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT UNITED'S MOTION TO WITHDRAW RENT FILED BY ATTY . NIZAR DEWOOD

08/27/2013 NOTICE OF SERVICE OF SUPPLEMENTAL RULE 26 DISCLOSURES AND SUBMITTED BY JOSEP DIRUZZO, ESQ.

08/19/2013 NOTICE OF ENTRY OF ORDER  
08/15/2013  
JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ.  
NIZAR DEWOOD,ESQ.;JOSEPH A. DIRUZZO III,ESQ.

08/19/2013 STATUS HEARING/CONFERENCE SCHEDULED 02/10/2014 03:50 P.M.

08/19/2013 FILE FORWARDED TO JUDGE BRADY'S CHAMBER

08/15/2013 FILE RETURNED TO THE CLERK'S OFFICE

08/15/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; GRANTING THE PARTIES' STIPULATED SCHEDULING ORDERL; STATUS CONFENENCE SCHEDULED FOR FEBRUARY 10, 2013 AT 3:30 PM

08/13/2013 STIPULATED FED.R.EVID. 502 PROTECTIVE ORDER (CLAWBACK AGREEMENT) SUBMITTED BY JOEL HOLT, ESQ. & JOSEPH A. DIRUZZO, ESQ.

08/13/2013 STIPULATION REGARDING RECORDS RECEIVED SUBMITTED BY JOEL HOLT, ESQ. & JOSEPH DIRUZZO, ESQ.

08/06/2013 NOTICE OF FILING RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

08/05/2013 PROPOSED STIPULATED SCHEDULING ORDER AND ORDER SUBMITTED Y JOEL HOLT, ESQ. & JOSEPH DIRUZZO, III, ESQ.

07/22/2013 FILE FORWARDED TO JUDGE BRADY'S CHAMBER

07/18/2013 PLAINTIFF'S RESPONSE TO DEFENDANTS' MOTION TO EXPEDITE SUBMITTED BY JOEL HOLT, ESQ.

07/17/2013 DEFENDANT'S MOTION FOR EXPEDITED RESOLUTION OF THEIR PENDING MOTION TO DISMISS FILED BY JOSEPH A. DIRUZZO, III., ESQ. AND NIZAR DEWOOD, ESQ.

07/16/2013 NOTICE OF FILING PLAINTIFF HAMED'S RULE 26 INITIAL DISCLOSRES SUBMITTED BY JOEL HOLT, ESQ.

07/15/2013 ORDER SIGNED BY JUDGE BRADY

07/15/2013 NOTICE OF ENTRY OF ORDER  
07/15/2013  
JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ.  
NIZAR DEWOOD,ESQ.;JOSEPH A. DIRUZZO III,ESQ.

07/15/2013 SUPPLEMENTAL MEMEORANDUM IN SUPPORT OF PLAINTIFF HAMED'S EMERGENCY MOTION FOR FURTHER CLARIFICATION SUBMITTED BY JOEL HOLT, ESQ.

07/12/2013 PLAINTIFF HAMED'S EMERGENCY MOTION FOR FURTHER CLARIFICATION, MEMORANDUM IN SUPPORT OF PLAINTIFF HAMED'S EMERGENCY MOTION FOR FURTHER CLARIFICATION AND ORDER SUBMITTED BY JOEL HOLT, ESQ.

07/09/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY

07/09/2013 NOTICE OF ENTRY OF ORDER  
07/09/2013  
JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ.  
NIZAR DEWOOD,ESQ.JOSEPH A. DIRUZZO III,ESQ.

06/18/2013 NOTICE OF COMPLIANCE WITH COURT ORDER RE BOND RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

06/12/2013 NOTICE OF ENTRY OF ORDER  
06/10/2013  
NIZAR DEWOOD, ESQ.  
JOEL HOLT, ESQ.  
JOSEH DIRUZZO, III, ESQ.  
K. GLENDA CAMERON, ESQ.

06/10/2013 SECOND NOTICE OF SUPPLEMENTATION OF RECORD RE MOTIONS FILED AFTER  
THE PRELIMINARY INJUNCTION WAS ENTERED  
SUBMITTED BY JOEL HOLT, ESQ.

06/10/2013 ORDER SIGNED DENYING MOTION TO INTERVENE  
SIGNED BY JUDGE DOUGLAS A. BRADY

06/05/2013 NOTICE OF ENTRY OF ORDER COMPLETED BY MELISSA GUADALUPE  
05/31/2013  
JOEL H. HOLT, ESQ.  
JOSEPH A. DIRRUZZO, III., ESQ.  
NIZAR DEWOOD, ESQ.

05/31/2013 ORDER DENYING BOND MODIFICATION

05/31/2013 ORDER DENYING DEFENDANT'S MOTION TO STAY PRELIMINARY INJUNCTION  
ORDER; ORDER GRANTING DEFENDANTS' MOTION TO CLARIFY SCOPE OF  
PRELIMINARY INJUNCTION AS TO UNITED'S FINANCIAL STATEMENTS AND  
UNRESTRICTED ACCESS TO UNITED'S FINANCIAL SYSTEMS; ORDERED THAT  
DEFENDANT UNITED CORPORATION SHALL PROVIDE REVISED FINANCIAL  
STATEMENTS FOR THE THREE PLAZA EXTRA SUPERMARKET STORES ONLY  
WITHIN 30 DAYS OF THE DATE OF THIS ORDER; .....

05/29/2013 NOTICE AS TO MOTIONS RIPE FOR DISPOSITION FILED BY JOEL H. HOLT,  
ESQ.

05/24/2013 NOTICE OF SUPPLEMENTATION OF RECORD RE MOTIONS FILED AFTER THE  
PRELIMINARY INJUNCTION WAS ENTERED  
SUBMITTED BY JOEL HOLT, ESQ.

05/22/2013 ORDER THAT THE APPELLANTS SHALL FILE A MOTION TO EXPEDITE THIS  
APPEAL  
SUBMITTED BY THE SUPREME COURT OF THE VIRGIN ISLANDS

05/20/2013 OPPOSITION TO DEFENDANTS' MOTION TO CLARIFY SCOPE OF PRELIMINARY  
INJUNCTION AS TO UNITED'S FINANCIAL STATEMENTS & UNRESTRICTED ACESS  
TO UNITED'S FINANCIAL SYSTEMS AND ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

05/16/2013 NOTICE OF APPEAL COVER LETTER, INFORMATION SHEET, MEMORANDUM OF  
OPINION, ORDERS AND CERTIFIED DOCKET SHEET FORWARDED TOT HE SUPREME  
COURT OF THE VIRGIN ISLANDS  
PREPARED BY ROXANNE SERRANO, COURT CLERK SUPERVISOR

05/16/2013 CERTIFIED DOCKET FORWARDED TO THE SUPREME COURT OF THE VIRGIN  
ISLANDS

05/16/2013 APPEAL INFORMATION SHEET RECEIVED  
PREPARED BY ROXANNE SERRANO, COURT CLERK SUPERVISOR

05/16/2013 REPLY TO INTERVENOR'S REQUEST FOR A RULING AND STAY SUBMITTED BY  
ATTY. JOEL H. HOLT

05/16/2013 OPPOSITION TO DEFENDANT'S EMERGENCY MOTION TO STAY PRELIMINARY  
INJUNCTION FILED BY ATTY. JOEL H. HOLT

05/16/2013 PLAINTIFF'S OPPOSITION TO DEFENDANTS' "EMERGENCY" MOTION TO  
RECONSIDER THE PRELIMINARY BOND FILED BY ATTY. JOEL H. HOLT

05/16/2013 OPPOSITION TO MOTION TO RECONSIDER AND MODIFY PRELIMINARY INJUNCTION TO TERMINATE EMPLOYEES MUFEED HAMED, WALEED HAMED AND WADDA CHARRIEZ FILED BY ATTY. JOEL H. HOLT

05/16/2013 DEFENDANTS' MOTION TO CLARIFY SCOPE OF PRELIMINARY INJUNCTION AS TO UNITED'S FINANCIAL STATEMENTS & UNRESTRICTED ACCESS TO UNITED FINANCIAL SYSTEMS AND ORDER SUBMITTED BY NIZAR DEWOOD, ESQ.

05/13/2013 NOTICE OF APPEAL RECEIVED SUBMITTED BY JOSEPH A. DIRUZZO, III, ESQ.

05/13/2013 DOCKETING LETTER RECEIVED SUBMITTED BY SHANTEL ARRINDELL, DEPUTY CLERK I

05/13/2013 DOCKETING ORDER RECEIVED SUBMITTED BY SHANTEL ARRINDELL, DEPUTY CLERK I

05/10/2013 RETURN OF RETURN OF SERVICE DOCUMENT ISSUED TO BANK OF NOVA SCOTIA

05/09/2013 DEFENDANTS' EMERGENCY MOTION TO STAY PRELIMINARY INJUNCTION ORDER SUBMITTED BY NIZAR DEWOOD, ESQ.

05/09/2013 DEFENDANTS' MOTION TO RECONSIDER AND TO MODIFY PRELIMINARY INJUNCTION TO TERMINATE EMPLOYEES MUFEED HAMED, WALEED HAMED, AND WADDA CHARRIEZ SUBMITTED BY NIZAR DEWOOD, ESQ.

05/09/2013 DEFENDANT'S EMERGENCY MOTION FOR RECONSIDERATION OF PRELIMINARY INJUNCTION ORDER TO STAY OF SAME PENDING POSTING OF ADEQUATE BOND SUBMITTED BY NIZAR DEWOOD, ESQ.

05/09/2013 FILE FORWARDED TO JUDGE BRADY'S CHAMBER

05/09/2013 MOTION FOR EXPEDITED RESOLUTION OF PRIOR MOTION TO INTERVENE AND A STAY OF THE COURT'S ORDER DATED APRIL 25, 2013 SUBMITTED BY K. GLENDA CAMERON, ESQ.

05/08/2013 NOTICE OF ENTRY OF ORDER  
05/07/2013  
JOEL H. HOLT, ESQ.  
NIZAR DEWOOD, ESQ.  
CARL HARTMANN, III, ESQ.  
JOSEPH DIRUZZO, ESQ.  
BANK OF NOVA SCOTIA

05/08/2013 RETURN OF SERVICE ISSUED TO BANK OF NOVA SCOTIA

05/07/2013 DEFENDANTS' EXPEDITED MOTION TO CLARIFY PRELIMINARY INJUNCTION DATED APRIL 25, 2013 SUBMITTED BY NIZAR DEWOOD, ESQ.

05/07/2013 PLAINTIFF'S STIPULATION RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

05/07/2013 ORDER SIGNED BY JUDGE DARRYL DEAN DONOHUE, SR.; THAT DEFENDANT'S MOTION IS GRANTED; THAT DEFENDANT UNITED'S TENANT ACCOUNT NO.9XXX1923 IS NOT SUBJECT TO THIS COURT'S PRELIMINARY INJUNCTION ORDER, ENTERED ON APRIL 25, 2013; THAT NO SIGNATURE SHALL BE REQUIRED FROM PLANITIFF HAMAED FOR DISBURSEMENT OF ANY FUNDS FROM DEFENDANT UNITED'S TENANT ACCOUNT; THAT THIS ORDER BE SERVED ON ALL PARTIES FORTHWITH, AND THE BANK OF NOVA SCOTIA

05/03/2013 DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD AND LETTER  
SUBMITTED BY JOSEPH A. DIRUZZO, III, ESQ.

05/03/2013 DEFENDANTS' RESPONSE INM OPPOSITION TO PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

05/03/2013 DEFENDANTS' MOTION TO STRIKE POST-HEARING PRELIMINARY INJUNCTION EVIDENCE AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

05/02/2013 FILE FORWARDED TO JUDGE BRADY'S CHAMBER

04/29/2013 PLAINTIFF'S OPPOSITION TO THE MOTION TI STRIKE RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ .

04/25/2013 MEMORANDUM OPINION AND ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT PLAINTIFF'S EMERGENCY MOTION TO RENEW APPLICATION FOR TRO, IS GRANTED

04/25/2013 NOTICE OF ENTRY OF ORDER  
04/25/2013  
JOEL H. HOLT,ESQ.;CARL J. HARTMANN III,ESQ.  
NIZAR DEWOOD,ESQ.JOSEPH A. DIRUZZO III,ESQ.  
JUDGES OF THE SUPERIOR COURT  
MAGISTRATES OF THE SUPERIOR COURT  
LAW CLERKS, IT, RECORD BOOK  
LAW LIBRARY

04/25/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT THE RECORD IS SUPPLEMENTED BY THE ADMISSION OF PLAINTIFF'S EXHIBITS 28, 29 AND 30; PROFERRED NOTICES OF RENTS DUE ARE ADMITTED AS SUPPLEMENTING PLAINTIFF'S EXHIBIT 7; AND CHECKS REPRESENTING PAYMENTS TO DEFENDANT'S COUNSEL ARE ADMITTED AS SUPPLEMENTING PLAINTIFF'S EXHIBIT 15

04/25/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, THAT DEFENDANTS' MOTION TO STRIKE SELF-APPOINTED REPRESENTATIVE IS DENIED

04/25/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, THAT DEFENDANTS' RULE 56(d) MOTION IS GRANTED; THAT PLAINTIFF'S MOTION TO DEEM PLAINTIFF'S PRETRIAL SUMMARY JUDGMENT MOTION CONCEDED IS DENIED.

04/25/2013 NOTICE OF ENTRY OF ORDER  
04/25/2013  
JOEL H. HOLT,ESQ.  
CARL J. HARTMANN III,ESQ.  
NIZAR DEWOOD, ESQ.  
JOSEPH A. DIRUZZO III, ESQ.

04/23/2013 PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ .

04/22/2013 NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD  
SUBMITTED BY JOEL HOLT, ESQ .

04/11/2013 NOTICE OF UNAVAILABILITY FILED BY NIZAR DEWOOD, ESQ.

04/09/2013 NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD  
SUBMITTED BY JOEL HOLT, ESQ .

04/05/2013 DEFENDANT'S RESPONSE IN OPPOSITION TOPLAINTIFF'S NOTICE OF SUPPLEMENT THE PRELIMINARY RECORD  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

04/05/2013	LETTER RECEIVED SUBMITTED BY DEBORAH MULLER, LEGAL ASSISTANT	
04/04/2013	REPLY TO OPPOSITION TO PLAINTIFF'S NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD SUBMITTED BY JOEL HOLT, ESQ.	
03/21/2013	LETTER RECEIVED FROM DEBORAH MULLER	
03/21/2013	NOTICE OF UNAVAILABILITY FILED BY JOSEPH DIRUZZO, III., ESQ.	
03/18/2013	FEE RECEIVED RECEIPT # - 00080772	75.00
03/18/2013	NOTICE OF SUPPLEMENTATION OF THE PRELIMINARY INJUNCTION RECORD FILED BY JOEL H. HOLT, ESQ.	
03/06/2013	NOTICE OF ERRATA FOR DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY JOSEPH DIRRUZZO, ESQ.	
03/06/2013	LETTER RECEIVED FROM DEBORAH MULLER, LEGAL ASSISTANT	
03/05/2013	NOTICE OF SERVICE OF PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSION OF LAW AND ORDER SUBMITTED BY JOEL HOLT, ESQ.	
03/05/2013	REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO SUPPLEMENT THE RECORD AND SECOND REQUEST TO TAKE JUDICIAL NOTICE SUBMITTED BY JOEL HOLT, ESQ.	
03/05/2013	DEFENDANTS' NOTICE OF REVISED PROPOSED ORDER AND LETTER RECEIVED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.	
03/04/2013	DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFF'S SECOND MOTION TO TAKE JUDICIAL NOTICE AND REQUEST TO SUPPLEMENT THE HEARING RECORD FILED BY NIZAR DEWOOD, ESQ.	
03/04/2013	DEFENDANTS FATHI YUSUF'S AND UNITED CORPORATION'S JOINT MEMORANDUM OF LAW IN SUPPORT OF THEIR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING TRO /PRELIMINARY INJUNCTION APPLICATION FILED BY NIZAR DEWOOD AND JOSEPH A . DIRUZZO, III., ESQ.	
03/04/2013	DEFENDANTS' PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW RELATION TO PLAINTIFFS' TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY NIZAR DEWOOD AND JOSEPH DIRRUZZO, III., ESQ.	
03/04/2013	NOTICE OF FILING RE: DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING TRO/PRELIMINARY INJUNCTION APPLICATION FILED BY NIZAR DEWOOD, ESQ .	
03/04/2013	DEFENDANT'S NOTICE OF FILING CRIMINAL INDICTMENT FILED BY NIZAR DEWOOD AND JOSEPH A. DIRUZZO, III., ESQ.	
02/28/2013	ORDER GRANTING MOTION FOR ENLARGEMENT OF TIME	
02/28/2013	NOTICE OF ENTRY OF ORDER COMPLETED BY MELISSA GUADALUPE 02/28/2013 JOEL HOLT, ESQ. NIZAR DEWOOD, ESQ. JOSEPH A. DIRUZZO, III., ESQ.	
02/28/2013	ORDER GRANTING MOTION TO FILE PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW UNDER SEAL	



02/28/2013 NOTICE OF ENTRY OF ORDER COMPLETED BY MELISSA GUADALUPE  
02/28/2013  
JOEL H. HOLT, ESQ.  
NIZAR DEWOOD, ESQ.  
JOSEPH A. DIRUZZO, III., ESQ.

02/28/2013 DEFENDANTS' RESPONSE TO MOTION FOR LEAVE TO FILE UNDER SEAL FILED BY  
JOSEPH A. DIRUZZO, III., ESQ.

02/28/2013 LETTER RECEIVED FROM DEBORAH MULLER, ESQ.

02/27/2013 MOTION TO FILE PLAINTIFF'S PROPOSED FINDINGS OF FACT AND CONCLUSIONS  
OF LAW UNDER SEAL AND ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

02/26/2013 SUPPLEMENT TO AGREED MOTION FOR ENLARGEMENT OF TIME, ORDER AND  
LETTER  
SUBMITTED BY JOSEPH DIRUZZO,III, ESQ.

02/25/2013 STIPULATION FO DISMISSAL WITH PREJUDICE, ORDER AND LETTER  
SUBMITTED BY LEE J. ROHN, ESQ. & DOUGLAS CAPDEVILLE, ESQ.

02/25/2013 SUPPLEMENT TO AGREED MOTION FOR ENLARGEMENT OF TIME FILED BY  
JOSEPH A. DIRUZZO, III., ESQ.

02/22/2013 CERTIFIED TRANSCRIPT RECEIVED BY COURT REPORTER SUZANNE  
OTWAY-MILLER FOR HEARING HELD ON JANUARY 25, 2013

02/21/2013 AGREED MOTION FOR ENLARGEMENT OF TIME FILED BY JOSEPH A.  
DIRUZZO, III., ESQ.

02/21/2013 LETTER RECEIVED FROM DEBORAH L. MULLER

02/19/2013 NOTICE OF FILING SUPPLEMENTAL DEPOSITION EXHIBITS AND  
PLAINTIFF'S SECOND REQUEST TO TAKE JUDICIAL NOTICE AND REQUEST  
TO SUPPLEMENT THE HEARING RECORD FILED BY JOEL HOLT, ESQ.

02/12/2013 NOTICE OF NO OPPOSITION AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

02/11/2013 NOTICE OF APPEARANCE RECEIVED  
SUBMITTED BY JOSEPH DIRUZZO, III, ESQ. & CHRISTOPHER DAVID, ESQ.

02/02/2013 REPLY TO DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO FILE  
PLAINTIFF'S MOTION TO FILE PLAINTIFF'S PROPOSED FINDINGS OF FACT AND  
CONCLUSION OF LAW UNDER SEAL  
SUBMITTED BY JOEL HOLT, ESQ.

01/31/2013 EXCERPT-CERTIFIED TRANSCRIPT TESTIMONY OF MOHAMMED HAMED PREPARED BY  
SUZANNE A. OTWAY-MILLER

01/31/2013 EXCERPT-CERTIFIED TRANSCRIPT TESTIMONY OF MAHER YUSUF PREPARED BY  
SUZANNE A. OTWAY-MILLER

01/31/2013 PLAINTIFF'S RESPONSE TO MOTION TO INTERVENE SUBMITTED BY ATTY . JOEL  
H. HOLT

01/31/2013 PLAINTIFF/PETITIONER'S EXHIBIT LIST SUBMITTED AT HEARING BY ATTY .  
JOEL HOLT

01/31/2013 DEFENDANT'S EXHIBIT LIST PREPARED BY CLERK

01/31/2013 PLAINTIFF/PETITIONER'S EXHIBIT LIST PREPARED BY CLERK

01/31/2013 RECORD OF PROCEEDING COMPLETED BY CLERK IRIS CINTRON, COURT REPORTER  
SANDRA HALL

01/31/2013 FILE FORWARDED TO JUDGE BRADY'S CHAMBER

01/31/2013 HEARING CONCLUDED

01/30/2013 PLAINTIFF MOHAMMAD HAMAD'S REPLY TO DEFENDANTS' OPPOSITION TO PLAINTIFF'S EMERGENCY MOTION AND RENEWED TRO REQUEST SUBMITTED BY JOEL HOLT, ESQ.

01/28/2013 NOTICE OF INTENT TO FILE SUBPOENA, FILED BY JOEL H. HOLT, ESQ.

01/28/2013 ORDER FIXING HEARING DATE 01/31/2013 09:00 A.M.

01/28/2013 HEARING SCHEDULED 01/31/2013 09:00 A.M.

01/25/2013 PLAINTIFF'S EXHIBIT LIST SUBMITTED AT HEARING BY ATTY. JOEL HOLT

01/25/2013 RECORD OF PROCEEDING COMPLETED BY CLERK IRIS CINTRON, COURT REPORTER SUZANNE MILLER (TRO HEARING)

01/25/2013 PLAINTIFF/PETITIONER'S EXHIBIT LIST PREPARED BY CLERK

01/25/2013 DEFENDANT'S EXHIBIT LIST PREPARED BY CLERK

01/25/2013 HEARING CONCLUDED

01/25/2013 AFFIDAVIT RECEIVED BY PROCESS SERVER FELIPE TORRES FOR SERVICE OF SUBPOENA TO MAHER YUSUF

01/25/2013 AFFIDAVIT RECEIVED BY PROCESS SERVER FELIPE TORRES FOR SERVICE OF SUBPOENA TO WADDA CHARRIEZ

01/24/2013 NOTICE OF INTENT TO FILE SUBPOENA RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

01/24/2013 NOTICE OF INTENT TO FILE SUBPOENA RECEIVED SUBMITTED BY JOEL HOLT, ESQ.

01/24/2013 PETITION IN INTERVENTION-COMPLAINT FOR DECLARATORY JUDGMENT SUBMITTED BY K. GLENDA CAMERON, ESQ.

01/24/2013 MOTION FOR LEAVE TO INTERVENE AND MEMORANDUM OF LAW IN SUPPORT OF THE MAJORITY SHAREHOLDERS' MOTION FOR LEAVE TO INTERVENE SUBMITTED BY K. GLENDA CAMERON, ESQ.

01/24/2013 DEFENDANTS' AMENDED CERTIFICATES OF SERVICE, DEFENDANTS AND RESPONSE IN OPPOSITION TO PLAINTIFFS' RENEWED TRO APPLICATION SUBMITTED BY JOSEPH DIRUZZO, ESQ.

01/24/2013 PETITION FOR ADMISSION PRO HAC VICE OF CHRISTOPHER M. DAVID, ESQ. (COURTESY COPY) AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/23/2013 DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION FOR PROTECTIVE ORDER RELATED TO LIMITED DEPOSITIONS AND LETTER SUBMITTED BY JOSEPH DIRUZZO, ESQ.

01/23/2013 REQUEST TO TAKE JUDICIAL FILED BY JOEL HOLT, ESQ.

01/23/2013 NOTICE OF FILING CERTIFIED COPY OF TRANSCRIPT OF FATHI YSUF, FILED BY JOEL HOLT, ESQ.

01/22/2013 DEFENDANTS' MOTION TO COMPEL LIMITED DEPOSITIONS OR, ALTERNATIVELY, TO EXCLUDE TESTIMONY PENDING COMPLETION OF LIMITED DEPOSITIONS AND LETTER SUBMITTED BY JOSEPH A. DIRUZZO, III, ESQ.

01/22/2013 DEFENDANTS' MOTION FOR JUDICIAL NOTICE OF ADJUDICATIVE FACTS SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/22/2013 DEFENDANT'S MOTION TO STRIKE JANUARY 9, 2013 DECLARATION OF WALEED HAMED, FILED BY JOSEPH A. DIRUZZO, III., ESQ.

01/22/2013 DEFENDANT'S REPLY IN FURTHER SUPPORT OF THEIR MOTION TO COMPEL LIMITED DEPOSITIONS FILED BY JOSEPH A. DIRUZZO, III., ESQ.

01/22/2013 OPPOSITION TO DEFENDANT'S REQUEST TO TAKE JUDICIAL NOTICE FILED BY JOEL H. HOLT, ESQ.

01/18/2013 OPPOSITION TO MOTION TO COMPEL RECEIVED FROM ATTY. JOEL H. HOLT

01/18/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY; THAT NOTICES OF SCHEDULED DEPOSITIONS OF WAHEED HAMED, HISHAM HAMED, MUFEED HAMED, WALEED HAMED, AND MOHAMMED HAMED ARE STICKEN AND SUCH DEPOSITIONS SHALL NOT GO FORWARD SCHEDULED

01/18/2013 NOTICE OF ENTRY OF ORDER  
01/18/2013  
JOEL H. HOLT, ESQ.  
NIZAR DEWOOD, ESQ.  
CARL HARTMANN, III, ESQ.  
JOSEPH DIRUZZO, ESQ.

01/17/2013 SUBPOENA DUCES TECUM ISSUED CART J. HARMANN, ESQ.

01/17/2013 SUBPOENA DUCES TECUM ISSUED TO PAMELA L. COLON, ESQ.

01/17/2013 SUBPOENA DUCES TECUM ISSUED TO JOEL HOLT, ESQ.

01/17/2013 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM SUBMITTED BY NIZAR DEWOOD, ESQ.

01/17/2013 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM SUBMITTED BY NIZAR DEWOOD, ESQ.

01/17/2013 NOTICE OF INTENT TO SERVE SUBPOENA DUCES TECUM SUBMITTED BY NIZAR DEWOOD, ESQ.

01/16/2013 NOTICE OF LIMITED DEPOSITION RECEIVED FOR MOHAMMAD HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF LIMITED DEPOSITION RECEIVED FOR WAHEED HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF LIMITED DEPOSITION RECEIVED FOR HISHAM HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF LIMITED DEPOSITION RECEIVED FOR MUFEED HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR MOHAMMAD HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR WAHEED HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR HISHAM HAMED SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 NOTICE OF CANCELLATION OF DEPOSITION RECEIVED FOR MUFEED HAMED AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 DEFENDANTS' RESPONSE IN OPPOSITION TO PLAINTIFFS' MOTION TO DEEM PARTIAL SUMMARY JUDGMENT CONCEDED  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

01/16/2013 DEFENDANTS' REPLY IN FURTHER SUPPORT OF THEIR RULE 56(d) MOTION AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.

01/16/2013 SUBPOENA DUCES TECUM RECEIVED ISSUED TO FIVE-H HOLDINGS, INC.  
SUBMITTED NIZAR DEWOOD, ESQ.

01/16/2013 SUBPOENA DUCES TECUM RECEIVED ISSUED TO EAST END ASSOCIATES LIMITED PARTNERSHIP  
SUBMITTED NIZAR DEWOOD, ESQ.

01/16/2013 SUBPOENA DUCES TECUM RECEIVED ISSUED TO GERALD GRONER, ESQ.  
SUBMITTED NIZAR DEWOOD, ESQ.

01/16/2013 SUBPOENA DUCES TECUM RECEIVED ISSUED TO BANCO POPULAR DE PUERTO RICO  
SUBMITTED NIZAR DEWOOD, ESQ.

01/15/2013 NOTICE OF FILING PROOF OF SERVICE ISSUED TO FAHTI YUSUF RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

01/14/2013 PLAINTIFF'S MOTION FOR PROTECTIVE ORDER, ORDER AND MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR A PROTECTIVE ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

01/11/2013 NOTICE OF FILING SUPPLEMENTAL DOCUMENTS RE PLAINTIFF'S EMERGENCY MOTION AND MEMORANDU TO RENEW APPLICATION FOR TRO  
SUBMITTED BY JOEL HOLT, ESQ.

01/11/2013 NOTICE OF FILING PROPOSED ORDER RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

01/10/2013 ORDER SIGNED BY JUDGE DOUGLAS A. BRADY, SCHEDULING HEARING FOR JANUARY 25, 2013 AT 10:00 AM

01/10/2013 NOTICE OF ENTRY OF ORDER  
01/10/2013  
JOEL H. HOLT, ESQ.  
NIZAR DEWOOD, ESQ.  
JOSEPH DIRUZZO III, ESQ.  
CARL J. HARTMANN III, ESQ.

01/10/2013 HEARING SCHEDULED 01/25/2013 10:00 A.M.

01/10/2013 FILE FORWARDED TO JUDGE BRADY'S CHAMBER

01/09/2013 PLAINTIFF'S EMERGENCY MOTION AND MEMORANDUM TO RENEW APPLICATION FOR TRO AND ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

01/09/2013 PLAINTIFF'S REPLY TO DEFENDANTS' OPPOSITION TO MOTION TO DEEM PLAINTIFF'S PARTIAL SUMMARY JUDGMENT MOTION CONCEDED  
SUBMITTED BY JOEL HOLT, ESQ.

01/09/2013 FILE FORWARDED TO JUDGE'S CHAMBER

01/09/2013 DIRECT JUDGE REASSIGNMENT FROM: DDD TO: DAB

01/09/2013 FILE FORWARDED TO JUDGE'S CHAMBER

01/09/2013 NOTICE OF JUDGE REASSIGNMENT

12/27/2012 NOTICE OF APPEARANCE AND LETTER RECEIVED  
SUBMITTED BY CARL HARTMANN, ESQ.

12/27/2012 DEFENDANTS' RULE 56(d) MOTION AND ALTERNATIVE MOTION FOR ENLARGEMENT  
OF TIME TO RESPOND TO MOTION FOR PARTIAL SUMMARY JUDGMENT & LETTER  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

12/27/2012 NOTICE OF (7) DEPOSITIONS ISSUED FOR MOHAMMAD HAMED, WALEED HAMAD,  
WAHEED HAMAD, MUFEED HAMAD AND HISHAM HAMAD  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

12/27/2012 DEFENDANTS' REPLY IN FURHTER SUPPORT OF THEIR MOTION TO STRIKE  
SELF-APPOINTED REPRESENTATIVE  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

12/27/2012 NOTICE OF FILING PROPSED ORDER GRANTING MOTION TO STRIKE  
SELF-APPOINTED REPRESENTATIVE, ORDER AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO, ESQ.

12/24/2012 MOTION TO DEEM PLAINTIFF'S PARTIAL SUMMARY JUDGMENT MOTION CONCEDED  
AND REPLY TO DEFENDANT'S RULE 56 REQUEST  
SUBMITTED BY JOEL HOLT, ESQ.

12/17/2012 MOTION FOR ENLARGEMENT OF TIME, ORDER AND LETTER RECEIVED  
SUBMITTED BY JOSEPH DIRUZZO,III ESQ.

12/13/2012 DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' RULE  
12 MOTION FILED BY NIZAR DEWOOD, ESQ.

12/07/2012 DEFENDANTS' SECOND MOTION TO EXTEND TIME TO REPLY TO PLAINTIFF'S  
OPPOSITION TO DEFENDANTS'S RULE 12 MOTION FILED BY  
NIZAR DEWOOD, ESQ.

12/04/2012 PLAINTIFF HAMED'S RESPONSE TO DEFENDANTS' RULE 17 MOTION TO STRIKE  
REPRESENTATIVE AND ORDER  
SUBMITTED BY JOEL HOLT, ESQ.

11/28/2012 AGREED MOTION FOR ENLARGEMENT OF TIME, ORDER AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO,III ESQ.

11/26/2012 DEFENDANTS' MOTION TO EXTEND TIME TO REPLY TOPLAINTIFF'S OPPOSITION  
TO DEFENDANTS'S RULE 12 MOTION AND ORDER  
SUBMITTED BY NIZAR DEWOOD, ESQ.

11/26/2012 DEFENDANTS' MOTION TO STRIKE SELF-APPOINTED REPRESENTATIVE AND ORDER  
SUBMITTED BY JOSEPH DIRUZZO,III ESQ.

10/23/2012 RESPONSE TO COURT'S OCTOBER 12, 2012 ORDER AND LETTER  
SUBMITTED BY JOSEPH DIRUZZO,III, ESQ.

10/19/2012 NOTICE TO THE COURT RECEIVED  
SUBMITTED BY JOEL HOLT, ESQ.

10/15/2012 NOTICE OF ENTRY OF ORDER  
10/12/2012  
JOEL HOLT, ESQ.  
JOSEPH DIRUZZO, III, ESQ.

10/12/2012	ORDER SIGNED THAT WITHIN THIRTY (30) DAYS OF THE ENTRY OF THIS ORDER THE PARTIES SHALL INFORM THE COURT OF THE STATUS OF REMOVAL BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF THE VIRGIN ISLANDS . IF REMOVAL IS GRANTED, THE PARTIES SHALL TAKE APPROPRIATE STEPS TO DISMISS AND CLOSE THIR MATTER, IF APPROPRIATE . ALTERNATELY, IF PLAINTIFF OPPOSES REMOVAL, HE SHALL TAKE ANY APPROPRIATE STEPS WITHIN THIRTY DAYS FROM THE DATE OF THIS ORDER FOR THIS COURT RETAIN JURISDICTION HEREIN SIGNED BY JUDGE DARRYL DEAN DONOHUE	
10/04/2012	NOTICE OF REMOVAL AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.	
10/02/2012	NOTICE OF ENTRY OF ORDER 10/01/2012 JOEL H. HOLT, ESQ.	
10/02/2012	DIRECT JUDGE REASSIGNMENT FROM: JAB TO: DDD	
10/02/2012	FILE FORWARDED TO JUDGE DONOHUE'S CHAMBERS FOR REVIEW	
10/02/2012	PLAINTIFF'S REPLY TO DEFENDANTS' MOTION FOR ENLARGEMENT OF TIME SUBMITTED BY JOEL HOLT, ESQ.	
10/02/2012	NOTICE OF JUDGE REASSIGNMENT	
10/01/2012	DEFENDANTS' MOTION TO PROCEED ON PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION AS A MOTION FOR PRELIMINARY INJUNCTION AND FOR ENLARGEMENT OF TIME TO RESPOND TO SAME, ORDER AND LETTER SUBMITTED BY JOSEPH DIRUZZIO, III, ESQ.	
10/01/2012	ORDER OF RECUSAL SIGNED BY JUDGE JULIO A. BRADY	
10/01/2012	NOTICE OF REMOVAL AND LETTER SUBMITTED BY JOSEPH DIRUZZO, III, ESQ.	
09/24/2012	LETTER RECEIVED FROM JANNESE CORREA ENCLOSING NOTICE OF APPEARANCE IN THE MATTER OF MOHAMMAD HAMED BY HIS AUTHORIZED AGENT WALEED HAMED V. FATHI YUSUF & UNITED CORPORATION	
09/24/2012	NOTICE OF APPEARANCE FOR DEFENDANT SUBMITTED BY ATTORNEY JOSEPH A . DIRUZZO, ESQ.	
09/20/2012	NOTICE OF FILING PROPOSED ORDER FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION FILED BY ATTY . JOEL H. HOLT	
09/19/2012	NOTICE OF SERVICE OF MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION FILED BY ATTY . JOEL H. HOLT	
09/18/2012	MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION AND MEMORANDUM IN SUPPORT OF MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR A PRELIMINARY INJUNCTION SUBMITTED BY JOEL HOLT, ESQ.	
09/17/2012	DIRECT JUDGE ASSIGNMENT Hon. Julio A. Brady JAB	
09/17/2012	VERIFIED COMPLAINT RECEIVED	
09/17/2012	FILING FEE ASSESSED	
09/17/2012	FEE RECEIVED RECEIPT # - 00076450	75.00
09/17/2012	TRIAL BY JURY DEMANDED	

09/17/2012 CIVIL LITIGANT PERSONAL DATA FORM RECEIVED  
09/17/2012 CIVIL COVER SHEET RECEIVED  
09/17/2012 20 DAY SUMMONS ISSUED  
09/17/2012 20 DAY SUMMONS ISSUED  
09/17/2012 DOCKETING LETTER AND NOTICE OF JUDGE ASSIGNMENT PREPARED

TOTAL NUMBER OF ENTRIES: 782

PREPARED BY: ICINTR

\*\*\*\*\*END OF REPORT\*\*\*\*\*

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

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

13 DEC 23 P2:49  
SUPERIOR COURT  
IN THE VIRGIN ISLANDS  
ST. CROIX, VI

**ANSWER AND COUNTERCLAIM**

Defendants Fathi Yusuf (“Yusuf”) and United Corporation (“United”) (collectively, the “Defendants”), through their undersigned counsel, answer the correspondingly numbered paragraphs of the First Amended Complaint (“Complaint”) filed by Plaintiff Mohammad Hamed (“Hamed” or “Plaintiff”) as follows:

1. Admitted.
2. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations of this paragraph, except it is admitted that Waleed Hamed is an adult resident of St. Croix.
- 3-4. Admitted.
- 5-11. Denied.
12. Denied, except it is admitted that the supermarkets currently employ in excess of 600 employees in three stores.
- 13-15. Denied.





16. Denied, except it is admitted that the current supermarket bank accounts identified in this paragraph are kept by United for each of the three Plaza Extra stores.

17. Admitted.

18. Denied, except it is admitted that the brokerage accounts identified in this paragraph are maintained by United.

19. Denied.

20. Denied, except it is admitted that the corporations identified in ¶ 20(a)-(d) are owned 50/50 between Hamed and Yusuf or their families.

21-22. Denied.

23-25. Plaintiff's attempts to characterize, summarize, restate or quote portions of a privileged and confidential settlement communications are denied since such communications speak for themselves.

26. Denied.

27. Plaintiff's attempts to characterize, summarize, restate or quote communications from Yusuf are denied since the communications speak for themselves.

28-33. Denied.

#### **Count I**

34. Defendants reallege their responses to paragraphs 1 through 33 of this answer.

35-38. Denied.

#### **Count II**

39. Defendants reallege their responses to paragraphs 1 through 38 of this answer.

40-42. Denied.

### Count III

43. Defendants reallege their responses to paragraphs 1 through 42 of this answer.
- 44-46. Denied.

### AFFIRMATIVE DEFENSES

1. Defendants reserve the right to set forth herein alternative pleadings and defenses. While Defendants deny the existence of any partnership between Hamed and Yusuf as alleged in the Complaint, in the event the trier of fact determines a partnership exists, then such partnership gives rise to various defenses, duties and claims. Likewise, in the absence of a partnership, other defenses and claims exist. Hence, Defendants have set forth alternative pleadings to allege those defenses and claims which exist in the event there is or is not a partnership between Hamed and Yusuf.

2. The Complaint fails to state a claim upon which relief can be granted.
3. Plaintiff's claims are barred by the doctrine of laches.
4. Plaintiff's claims are barred by the doctrine of estoppel.
5. Plaintiff's claims are barred by the doctrines of unclean hands and unjust enrichment.
6. Plaintiff's claims are barred by his assumption of risk or contributory negligence.
7. Plaintiff assented to the parties' arrangement, which is contrary to the claims asserted in the Complaint, for more than 26 years and Plaintiff's claims, therefore, are barred by the doctrines of waiver and/or ratification.
8. Plaintiff's claims are barred by the statute of limitations.
9. Plaintiff's claims are barred by the statute of frauds.

10. Plaintiff's claims are barred by illegality, including, without limitation, federal and state tax regulations.

11. Plaintiff's claims are barred by his failure to comply with the law.

12. Plaintiff's claims are barred by the doctrines of *res judicata* and collateral estoppel as a result of, among other proceedings, the related criminal action, including, without limitation, the plea agreement entered therein.

13. Plaintiff's claims are barred by his or his agent's fraud and inequitable conduct.

14. Plaintiff lacks standing to bring this action.

15. Plaintiff's claims are barred because he has failed to join a party or parties necessary and indispensable to this action, *i.e.*, United's shareholders.

16. Plaintiff's claims are barred by his own material breach of the alleged oral agreement.

17. Plaintiff's alleged oral agreement is void for lack of mutual assent, *i.e.*, there was no mutual agreement as to the essential terms thereof.

18. Plaintiff's claims are barred because Defendants sufficiently performed all duties and obligations owed to Plaintiff including making all payments due.

19. Plaintiff's alleged oral agreement is voidable for failure of consideration.

20. Plaintiff is, at best, an ordinary creditor of the alleged partnership.

21. Plaintiff's claims are barred or diminished by Defendants' rights of recoupment and setoff.

22. Plaintiff failed to mitigate or avoid any of the alleged costs, damages, fees and/or expenses allegedly incurred or that may be incurred from the acts alleged in the Complaint.

23. Plaintiff seeks double or multiple recoveries for the same injury, which is not authorized by law.

24. Defendants reserve the right to amend this Answer to reflect additional affirmative defenses as may be revealed through discovery, further pleadings and further proceedings including, without limitation, the related criminal case.

### **COUNTERCLAIM**

Pursuant to Fed. R. Civ. P. 13 and Super. Ct. R. 34, for their counterclaim against Plaintiff Mohammad Hamed (“Plaintiff” or “Hamed”) and the Additional Counterclaim Defendants named below, Defendants United Corporation d/b/a Plaza Extra (“United”) and Fathi Yusuf (“Yusuf”) (collectively, the “Defendants”) allege as follows:

### **JURISDICTION**

1. This Court has subject matter jurisdiction pursuant to V.I. Code Ann. tit. 4, § 76(a). Venue is proper pursuant to V.I. Code Ann. tit. 4, §78(a).

### **PARTIES**

2. Yusuf, a citizen and resident of St. Croix, U.S. Virgin Islands, owns 36% of the outstanding stock of United and is the registered agent, treasurer and secretary of United.

3. United is a U.S. Virgin Islands corporation, which was organized on January 15, 1979 and is currently in good standing. The owners and officers of United are and always have been Yusuf and his direct family members.

4. United is the fee simple owner of certain improved real property known as 4C and 4D Estate Sion Farm, St. Croix, U.S. Virgin Islands, which is improved with buildings that comprise the United Shopping Plaza (the “Shopping Center”). This land was purchased prior to the events at issue in this case.

5. United leases retail space at its Shopping Center to commercial tenants and is the sole owner of the "Plaza Extra" trade name/trademark, under which it does business.

6. Hamed is citizen of Jordan, who resides periodically on St. Croix. Hamed, upon information and belief, has resided in Jordan for approximately the last 15 years, having retired sometime in 1996.

7. Additional Counterclaim Defendant Waleed Hamed ("Waleed") is a son of Hamed and a citizen and resident of St. Croix, U.S. Virgin Islands.

8. Additional Counterclaim Defendant Waheed Hamed ("Waheed") is a son of Hamed and a citizen and resident of St. Thomas, U.S. Virgin Islands.

9. Additional Counterclaim Defendant Mufeed Hamed ("Mufeed") is a son of Hamed and a citizen and resident of St. Croix, U.S. Virgin Islands.

10. Additional Counterclaim Defendant Hisham Hamed ("Hisham") is a son of Hamed and a citizen and resident of St. Croix, U.S. Virgin Islands.

11. Additional Counterclaim Defendant Plessen Enterprises, Inc. ("Plessen") is a U.S. Virgin Islands corporation, the outstanding stock of which is owned 50% by Hamed or his family members and 50% by Yusuf or his family members.

#### **FACTS COMMON TO ALL COUNTS**

##### **I. The Nature Of The Relationship Between Hamed And Yusuf**

12. In this Counterclaim, Defendants will plead in the alternative. Defendants deny the existence of any partnership between Hamed and Yusuf as alleged in the Complaint. In the event a partnership between Yusuf and Hamed is nevertheless found to exist, then such partnership gives rise to various duties and claims. Likewise, in the absence of a partnership, other claims exist. Hence, Defendants have set forth alternative pleadings to allege those claims which exist in the event there is or is not a partnership between Hamed and Yusuf.

13. Three supermarket stores were opened that are the subject of this suit. In or around 1986, United opened the first Plaza Extra supermarket in Sion Farm, St. Croix (“Plaza Extra – East”).

14. In 1993, United opened the Plaza Extra supermarket in Tutu Park Mall, St. Thomas (“Plaza Extra – Tutu Park”).

15. In 2000, United opened the Plaza Extra supermarket in Grove Place, St. Croix (“Plaza Extra – West”) (collectively, the “Plaza Extra Stores”). This Counterclaim relates to the ownership, operation and net profits of the three Plaza Extra Stores.

**A. Scores Of Documents Contradict The Existence Of Any Partnership.**

16. Hamed has sought, *inter alia*, a declaratory judgment as to the existence of a partnership between himself and Yusuf for the operation of the Plaza Extra Stores.

17. Specifically, Hamed contends he “is entitled to declaratory relief finding that all funds belonging to...[Hamed] held by United Corporation are held in (sic) either in the course of business as an agent, as Yusuf’s alter ego or as a constructive trust for...[Hamed], which must be returned forthwith.” (Complaint, ¶ 46).

18. Hamed further contends, “[i]n the alternative, Mohammad Hamed is entitled to declaratory relief finding that an amount equal to 50% of the Partnership profits and property held in United for distribution to or for the benefit of Yusuf are owed to Hamed under the Partnership Agreement or pursuant to a constructive trust for Hamed.” (Complaint, ¶ 46).

19. Hamed also seeks “a judicial determination that the defendant United Corporation would be unjustly enriched if it does not disburse the Partnership funds and property belonging to the plaintiff forthwith.” (Complaint, Prayer for Relief ¶ 9).

20. Despite Hamed's new-found contentions in his Complaint, the relationship between Hamed and Yusuf cannot be defined in traditional "western" legal terms as an "oral" partnership for the operation of the Plaza Extra Stores.

21. Every official document filed relating to the Plaza Extra Stores, representation made to a government agency, tax filing signed under penalty of perjury, and all taxes paid, unequivocally prove that a partnership never existed between Hamed and Yusuf.

22. In fact, these official filings demonstrate that the Plaza Extra Stores are, in fact, operated under United's corporate umbrella.

23. United has corporate officers and stockholders, none of whom are Hamed or members of his family. United owns assets and engages in businesses other than the Plaza Extra Stores.

24. United has corporate debts utilized to fund and operate the Plaza Extra Stores.

25. United has paid all the taxes on the income derived from the operation of the Plaza Extra Stores.

26. United was incorporated and operating for years before any business dealings or relationship between Hamed and Yusuf occurred.

27. Further, over the last ten years, a federal criminal investigation was conducted into the inner workings of the Plaza Extra Stores with knowledge of all allegedly involved. The conclusion of the U.S. Department of Justice was that United, which existed as represented on all official filings, was the owner of the Plaza Extra Stores as well as other assets, and that the ownership of United is as defined by its business records of stock ownership. Therefore, it has already been determined that the Plaza Extra Stores are not owned by any alleged "partnership" between Hamed and Yusuf.

28. As a result of this federal criminal investigation and case (V.I. Dist. Ct. Case No. 1:05-cr-00015-RLF-GWB) (the "criminal case"), serious criminal repercussions were looming against United, its owners, officers and certain management employees, including two of Hamed's sons, Waleed and Waheed.

29. Not once during the decade long criminal case, did Hamed ever assert that he was a 50/50 partner in the business or enterprise under investigation for criminal conduct for failing to report taxable income from the Plaza Extra Stores. Rather, Hamed stood by quietly, out of the country, while it was determined that the corporate entity, United, would bear the entire weight of the criminal responsibility for under-reporting income from the Plaza Extra Stores.

30. United's assets were frozen pending resolution of the criminal case. For more than ten years, Hamed made no claim to the frozen assets including millions of dollars in cash.

31. Ultimately, United entered into a plea agreement with the government, filed amended tax returns for multiple years, and paid millions of dollars in taxes to true-up the under-reporting issues. Hamed did not contribute or offer to contribute anything in this entire process.

32. Now that the criminal case is coming to conclusion, the taxes and penalties have been paid, and despite the volumes of official documentation to the contrary, Hamed, through his son and purported agent, Waleed, emerges from the shadows to contend that for more than 25 years, he had an "oral" partnership with Yusuf for the operation of the Plaza Extra Stores and with it, rights as a 50/50 partner.

**B. Oral Statements Are Not Sufficient To Constitute Legal Admissions Or Contradict Documentary Evidence.**

33. To support his position, Hamed relies upon oral representations which, for the most part, directly contradict the wealth of documentary evidence.

34. Further, Hamed, attempts to import a "western" legal meaning to the oral statements of both himself and Yusuf.



35. This effort is problematic for a number of reasons: 1) both Hamed and Yusuf use English as a second language and, therefore, at best, their English cannot be said to reflect a reliable level of fluency so as to constitute admissions and/or intent to attribute a “western” meaning to terms; and 2) the American legal terms that they sometimes use are understood differently in Islamic/Middle Eastern cultural and legal frameworks.

36. Both Hamed and Yusuf immigrated to the United States as adults. They were raised in a non-“western” legal system in which Islamic legal principles applied. Islamic law traditionally denotes *all* forms of associations between individuals as “partnerships.” However, “partnerships” under Islamic law have no direct corollary in “western” legal terms. Rather, some aspects or elements of a traditional “western”- defined partnership may exist but certain key elements required for a partnership with enforceable legal rights do not. Hence, the comparison breaks down rather quickly.

37. Further, there are many different types of “partnerships” under Islamic law, none of which are a mirror image of a “partnership” as defined in “western” legal terms<sup>1</sup>. In particular, a form of partnership exists in Islamic law, which allows for receipt of profits in some proportion to the investment made but without managerial control or liability for debt. While this arrangement may be deemed a “partnership” in Islamic law, such an arrangement is not a partnership in the traditional “western” sense as it is missing essential hallmarks of a true partnership.

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<sup>1</sup> Many scholarly articles in comparative law explain this phenomenon and the difficulty in translating legal relationships where no legal counterpart exists. Much has also been written as to the inability to correlate certain business relationships, duties and associations into “western” legal forms and the adverse financial impact this has had upon Islamic business relationships. Stewart, Glenn “Examining The Islamic Concepts of Ownership, Partnership and Equity Holdings from a Western Perspective.” *Glenn Stewart Observer*, 7 December, 2011. Web. 7 December, 2011; Bilal, Gohar “Business Organizations under Islamic Law – A Brief Overview, Proceeding of the Third Harvard University Forum on Islamic Finance: Local Challenges, Global Opportunities.” *Center for Middle Eastern Studies, Harvard University*, pp. 83-89. Web. (2011).

38. Yusuf is not a lawyer, has not studied law and has testified that he does not know the “legal definition” of the term “partner” or “partnership.”

39. Yusuf has testified that to the extent he has made references to someone as his “partner” it was done casually as opposed to denoting legal significance.

40. Oral statements (even if not complicated by language and cultural differences) are not dispositive of the nature of an arrangement, rather it is the actual transaction or interaction between the parties which defines the nature of their relationship.

41. Because the oral representations of Yusuf and Hamed do not constitute admissions of a traditional “western” partnership arrangement, Hamed cannot bear his burden of demonstrating he is Yusuf’s “50/50 partner.”

42. At best, Hamed has enjoyed an incredibly lucrative oral arrangement with Yusuf, his brother-in-law, whereby his relatively small loan/investment (\$225,000) and even less significant advances (approximately \$175,000) have been repaid more than a hundred fold, simply because Hamed provided funds when United needed them to complete its Shopping Center and because Hamed was “family.” That arrangement provided Hamed with not only repayment of the monies he loaned on a non-recourse basis, but also repaid him on a periodic basis with 50% of the net profits of the Plaza Extra Stores, which amounts varied depending upon the profitability of the business. Unfortunately for Hamed, this agreement does not provide him with an ownership interest in the Plaza Extra Stores. Nor does it afford Hamed the ability to exert any authority over the operations of the Plaza Extra Stores, to negotiate for their leases, or to determine whether to continue or liquidate their operations.

43. While Hamed may have loaned Yusuf money so that United could open Plaza Extra - East, that loan was repaid and the investment has provided significant returns. In any

event, a loan from a family member does not entitle him to an ownership interest in the business that benefited from the loan.

44. Nor can Hamed's services provide any consideration for payment of the 50% net profits, since he received payment for his labor as a salaried employee of United.

45. Thus, if United decides to end operations of the Plaza Extra Stores such that no further net profits exist or to charge a rental expense for internal accounting purposes for the retail space occupied by Plaza Extra - East, Hamed may not protest, object or exert any influence over such decisions.

46. Other than the oral representations, which Hamed would like to serve as the linchpin for his alleged "partnership," both Hamed and Yusuf have conducted their business dealings consistent with the written documentation, owning various assets in corporate forms with properly defined stock ownership. Hence, Hamed has never had any ownership interests in the Plaza Extra Stores and, therefore, can exert no control over the operations and decisions of the business.

## **II. History Of The Plaza Extra Stores – The Financing and the Investors**

47. Before any of the Plaza Extra Stores ever opened, Yusuf wanted to "put something together for my children to secure their future."<sup>2</sup>

48. United bought the real estate located at Sion Farm, St. Croix, in fee simple. In addition, United needed capital to finance the construction of the Shopping Center, which Yusuf envisioned would house a supermarket and other businesses.

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<sup>2</sup> Transcript utilized by Hamed during Preliminary Injunction hearing to allegedly demonstrate his "partnership" with Hamed. (Feb. 2, 2000, Yusuf Depo, p. 11, l. 14-15, taken in Ahmed Idheileh v. United Corporation and Faithi Yusuf, Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, Civil No. 156/1997).

49. Initially, Yusuf approached traditional bank lenders. These lenders advised that they were unwilling to provide construction loans but assured Yusuf that once the building was in place, they would provide a loan for the operations of the supermarket business.

50. However, United needed additional capital to fund the construction. At various points in time, when United needed additional resources that could not be secured fully through traditional lending, Yusuf would turn to family members and others to provide him loans or investments.

51. All of these loan/investments were handled in the same manner, to wit: a) monies were given to Yusuf as a loan or investment; b) Yusuf agreed to repay or provide a return on the investment, equal to a percentage of the net profit from the Plaza Extra Stores or the Shopping Center; c) the creditors/investors did not receive ownership interests in the businesses; d) the creditors/investors did not exercise control over the businesses and had no authority to make management decisions concerning the businesses; e) the creditors/investors were not liable for the debts of the Plaza Extra Stores or any mortgages or other encumbrances upon the Shopping Center; f) the creditors/investors were not obligated to make any further contributions beyond their initial investment; g) the creditors/investors were not liable for losses even though the return on their investment may vary depending upon the profitability of the business, and h) while Yusuf may discuss matters relating to the business with his creditors/investors, he retained full and complete authority to make management decisions on behalf of United as to its business operations and was not required to secure his creditor/investor's approval or permission.

52. At best, the creditors/investors had an oral agreement for repayment of their investment, which is subject to various defenses including, *inter alia*, the statute of frauds and statute of limitations.

**A. Various Investors All Had Similar Investment Structures.**

53. In the early 1980's, United needed additional capital to fund the construction of its Shopping Center, so Yusuf approached his brother, Ahmad Yusuf, in Kuwait, who loaned Yusuf the \$1.5 million dollars needed for the construction. Yusuf originally agreed to repay his brother for the loan by giving him 40% of the net profits of the Shopping Center. As additional funds were still needed, Yusuf's brother provided more funds, in consideration of which, Yusuf agreed to repay his brother by providing him 50% of the net profits of the Shopping Center. At each point, Yusuf characterized his arrangement with his brother as his "partner."<sup>3</sup>

54. After the additional funds from Yusuf's brother were exhausted, a further \$300,000 was needed to complete the construction. At this point, in mid-1983, Yusuf borrowed \$225,000.00 from his brother-in-law, Hamed. The loan was made on a non-recourse basis to assist Yusuf by providing funds to United so it could open Plaza Extra – East, just as Yusuf's brother had done earlier with the over \$1.5 million. In recognition of Hamed's loan/investment, and other advances subsequently made by Hamed of approximately \$175,000.00, Yusuf agreed that Hamed would receive a percentage of the net profits. Ultimately, it was agreed that Hamed was to receive 50% of the net profits of Plaza Extra-East as a return on this investment and repayment of the loan.

55. Hamed was to be repaid periodically and receive his return on his investment from the net profits of Plaza Extra – East on a set percentage basis. However, recovery of the return on the investment occurred upon a specific request. If Hamed sought to recover funds from his investment, he would coordinate with Yusuf and those funds would be given in cash and a notation would be made as to the amount given so as to insure an equal amount was paid to Yusuf from these net profits.

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<sup>3</sup> Feb. 2, 2000, Yusuf Depo, p. 11, l. 14; p.12, l. 13-17; Ahmed Idheileh v. United Corporation and Faithi Yusuf, Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, Civil Action File No. 156/1997.

56. Hamed received no ownership interest in Plaza Extra – East. Hamed, also had no managerial control over the operations of Plaza Extra – East.

57. Hamed's risk was limited to only the amount he loaned/invested. He was not liable for debts and was not a signatory or guarantor to the loans taken by United, which Yusuf guaranteed. Hence, as Hamed had very limited resources, he was never liable for losses nor obligated to make any contributions to cover losses, even though Hamed's return fluctuated with the profitability of the business.

58. After the Shopping Center was fully built (except for the supermarket) and was approximately 80% occupied by tenants, Yusuf, on behalf of United, pursued another traditional loan. Although United applied for a \$2.5 million dollar loan, it was only able to secure a \$1.1 million dollar loan from Banco Popular. Yusuf personally guaranteed United's loan and collateralized it with his personal property. Neither Yusuf's brother nor Hamed were obligated under United's loan as guarantors or otherwise.

59. As additional monies were still required to open the supermarket at Plaza Extra - East, Yusuf next turned to his nephews and, likewise, offered a repayment plan that was based upon a percentage of profits. Similarly, at this point Hamed provided additional funds (the \$175,000.00) and was to receive a return on that loan/investment based upon a percentage of the net profits from Plaza Extra – East.

60. While certain funds were provided by the nephews, they were unable to continue their support and requested a return of their investment. Unable to return their loan/investment immediately, Yusuf agreed to pay his nephews a set amount for both a return of their investment and his use of their investment funds calculated at 12% interest on their investment funds plus a penalty of \$75,000.00 each. Yusuf offered the same option to Hamed as well. Hamed agreed to let his investment remain rather than demanding immediate repayment in exchange for a greater

repayment/return arrangement. It was at this point, that it was agreed that Hamed would be entitled to 50% of the net profits of Plaza Extra – East as his return on his investment/loan.

61. In or about February 1986, Yusuf secured a loan on behalf of United from First Pennsylvania Bank for \$2.5 million. From these loan proceeds, United paid the \$1.1 million loan from Banco Popular. The remaining funds were used to purchase inventory and additional equipment needed to open Plaza Extra – East. Just as with the prior loan, Yusuf was the guarantor and pledged his personal assets as collateral. Neither Hamed nor Yusuf's brother were signatories to the loan or acted as guarantors.

62. Hamed did not own any real property, investments or other assets to use as security for the loan obtained by United, nor did any of his family members.

63. Other loans were guaranteed by Yusuf as well to insure the opening of the Plaza Extra – East store.

64. The business took time to develop and there were set backs. Yusuf worked around the clock to keep the business going and it eventually became profitable.

65. However, in 1992, Plaza Extra - East was destroyed in a fire.

66. As the owner, United insured Plaza Extra - East and was the sole beneficiary of the subject insurance policy, the proceeds of which were used to rebuild Plaza Extra - East.

67. Neither Hamed nor Yusuf's brother were obligated to contribute to the rebuilding efforts of Plaza Extra – East nor liable for any losses it sustained.

#### **B. The Idheileh - \$750,000 Investment**

68. As Plaza Extra – East was being rebuilt, a Mr. Ahmad Idheileh approached Yusuf regarding a store in St. Thomas.

69. United entered into a Joint Venture agreement with Mr. Idheileh. Just as with Plaza Extra – East, Mr. Idheileh loaned certain monies for the opening of the store. His risk

was limited to the amount he loaned/invested. He was to receive, as his return on the investment, a percentage of the net profits of Plaza Extra –Tutu Park. However, Plaza Extra –Tutu Park needed much more capital than the Idheileh loan/investment to open and operate. Hence, Yusuf secured and guaranteed the loan given to United for Plaza Extra-Tutu Park, collateralizing the loan with his own real property. Just as with Plaza Extra – East, neither Hamed nor Idheileh bore any liability for these bank loans or risks.

70. Plaza Extra – Tutu Park took time before it was profitable and faced significant competition with the opening of the Cost-U-Less store. As a result, there was financial pressure on the business and strained relations with Idheileh. While Idheileh and United attempted to resolve their differences, on January 16, 1994, they ultimately agreed to part ways. They formalized their agreement in a written Termination Agreement, whereby Idheileh was paid a sum certain as agreed by the parties.

71. Three years later, in 1997, once Plaza Extra – Tutu Park was operating and successful, Idheileh sued both United and Yusuf. Idheileh contended he “owned” 33% of Plaza Extra –Tutu Park and that the Termination Agreement was signed under duress. Idheileh lost as the Court found that the Termination Agreement was enforceable. Further, the Joint Venture document reflected that no ownership interest was ever given. Rather, it set out the terms of the investment, which mirror the earlier investor arrangements, to wit: a) “*United* plans to open and operate a supermarket...at Tutu Park,” b), “United wishes to secure further *investment* in the supermarket,” c) “Idheileh agrees to *invest* \$750,000 in the supermarket,” d) “Idheileh will receive *33% of the net profit* of the supermarket,” e) “payments are made pursuant to...*agreement*...and not made unless both parties ...agree,” f) “*United* shall *retain complete control* over all decisions relating to the supermarket except to the extent it may delegate...”.



72. Despite efforts by Hamed to use testimony of Yusuf from the Idheileh case, the issue of a partnership between Hamed and Yusuf was not an issue for adjudication in that case and there was no such judicial finding. Lastly, Idheileh testified that he had never seen Hamed once in any of his dealings with Yusuf and did not believe him to have any interest whatsoever in Plaza Extra – Tutu Park.

### **III. None of the Hallmarks of a Partnership Exist.**

#### **A. Hamed Was A United Employee Without Managerial Control.**

73. Hamed was employed by United as a warehouse receiving supervisor. He received a salary for his labor and services until 1996, when he retired and returned to Jordan.

74. Hamed's job was to make sure that the inventory was properly accounted for and not subject to theft. Hamed had no direct access to the safe and no signatory authority on any of the bank accounts of the Plaza Extra Stores. Hamed had no authority in the management and operations of Plaza Extra – East. As he was not fluent in English, Hamed had no role in the management or supervision of the roughly 100 to 150 employees. He also did not place inventory orders because, as Hamed has previously testified, he cannot read English.

75. Hamed received weekly checks for his wages and, upon information and belief, has always filed his tax returns as an employee of United. Further, United employed each of Hamed's four sons, Waleed, Waheed, Mufeed, and Hisham (collectively, the "Hamed Sons") as managers. Each of the Hamed Sons was assigned to one of the three Plaza Extra Stores operated by United. Hamed has acknowledged under oath that the Hamed Sons are employees of United.

76. The Hamed Sons worked for United at the same time as Hamed. Their roles did not change following Hamed's retirement. Rather, Waleed, for example, was a manager during the period that his father worked at United and remained a manager thereafter. His duties, responsibilities and obligations did not change or increase after his father's retirement.

77. Hamed never received any ownership interest in the Plaza Extra Stores, ownership control, or stock in United, which is the actual owner of the Plaza Extra Stores. Hamed did not participate in the management and decision making of the Plaza Extra Stores. Hence, upon his retirement, Hamed had no ownership authority to provide to Waleed to act as his “authorized agent.” Indeed, the September 12, 2012, power of attorney given by Hamed to Waleed makes no mention of any partnership or Hamed’s authority as a partner.

78. Rather, it was Yusuf’s business acumen, management, and leadership that enabled the Plaza Extra Stores to become a successful grocery business growing to three locations with over 600 employees.

79. As Hamed has admitted under oath, Yusuf was always in charge of all operations of the Plaza Extra Stores. Hamed has readily admitted that he has not worked in a management capacity but instead that “Mr. Yusuf, he is in charge for everybody” and in charge of all the Plaza Extra Stores.

**B. Unlike True Partners, Hamed Was Not Responsible For Liabilities of the Plaza Extra Stores.**

80. Hamed, unlike Yusuf, is not a guarantor of any loan or lease of United used to fund or operate the Plaza Extra Stores.

81. In a true partnership, each partner is responsible for the liabilities of the partnership. Joint risk, exposure and liability are essential hallmarks of an actual partnership. Over the years, various lawsuits have been initiated against United and/or Yusuf relating to events and operations at the Plaza Extra Stores. Not once has Hamed ever been named as a party or alleged to be an owner of the Plaza Extra Stores in any lawsuit. Notably, Yusuf never sought to include Hamed as a party or otherwise join him in such suits even when facing such risk and liability. Moreover, when defending the criminal case and facing the prospect of paying millions of dollars in taxes and penalties, Yusuf did not contend that Hamed was a 50% owner and, thus,

50% responsible. If ever there was a time to confirm an alleged "partnership," it is when facing serious exposure. This was never done because Hamed was not a true partner or owner of the Plaza Extra Stores.

**C. Hamed Had Not Filed Taxes for Over a Decade and When He Did File, He Never Claimed a Partnership Interest.**

82. Hamed has never filed (before the commencement of this litigation) a single U.S. Partnership Return (Form 1065) concerning the Plaza Extra Stores.

83. In fact, after retiring in 1996, Hamed never filed any tax returns at all. It was not until after he decided to file this suit, once the criminal case was concluding, that he decided to file a tax return.

84. For a period in excess of 25 years, Hamed never demanded a Schedule K-1 Partnership Schedule from United, Yusuf or the Plaza Extra Stores. Hamed never (before the commencement of this litigation) reported his alleged "partnership interest" in the Plaza Extra Stores to any third-party or governmental agency.

85. Additionally, since 1986, upon information and belief, Hamed never asserted in a single legal document or tax filing that he was a partner of any entity, let alone the partnership alleged in the Complaint.

86. Hamed never filed a return (before the commencement of this litigation) to show any dividends from United, nor has he ever, personally or through his purported agent, Waleed, declared any interest in United. Not a single record indicates any ownership interest by Hamed or any of his children in United.

87. Since 1986, not a single Income Tax Return, Schedule or any other tax document has identified Hamed as having any equity or shareholder interest in United or the Plaza Extra Stores.

88. In the criminal case, Hamed's sons (Waleed and Waheed) always represented to the U.S. Government that they were employees of United, with no interest in the shares of United or ownership in a partnership.

89. Since its inception in 1979, United has reported all of its tax obligations – and has filed all of its tax returns – as a *corporation* under either Subchapters “C” or “S” of the Internal Revenue Code (“IRC”) – and never as a *partnership* under any partnership designation of the IRC or otherwise.

**D. No Property Was Acquired in Partnership Name.**

90. No properties were ever acquired in a partnership name, or any entity resembling a partnership. Rather, if an investment or property was acquired, funds from United would be paid to Yusuf, who would then purchase a property and title it either in both Hamed and Yusuf's name or purchase it in the name of a corporation which they each owned jointly.

91. Hence, Hamed and Yusuf have always demonstrated clean separation of businesses by forming separate corporations to invest in other business activities. Hamed and Yusuf formed the following corporations, owned in equal shares, as follows:

- i. **Sixteen Plus Corporation**, a corporation with 1600 shares issued, owned equally between the Yusuf and Hamed families;
- ii. **Y&H Investments, Inc.**, a corporation with 100 shares issued, owned equally by the Yusuf and Hamed families;
- iii. **Plessen Enterprises, Inc.**, a corporation with 1600 shares issued, owned equally between the Yusuf and Hamed families; and
- iv. **Peter's Farm Investment Corporation**, a corporation with 1000 shares issued, owned equally between Hamed and Yusuf.

**E. Hamed Was Silent As To His Alleged Partnership in the Plaza Extra Stores When United, Yusuf And His Sons Were Facing Criminal Charges And Huge Tax Liabilities.**

92. On September 3, 2003, the U.S. Department of Justice indicted United, Yusuf, Maher Yusuf, Waleed, and Waheed in the criminal case.

93. Upon information and belief, Hamed was never indicted because his employment with United was terminated in 1996, and because Hamed had no other management or equity interest in United or the Plaza Extra Stores.

94. Each indicted defendant in the criminal case retained separate defense counsel.

95. In light of the fact that all parties to the criminal case were in agreement as to the corporate structure and operations of United, the parties executed a joint defense agreement, whereby all communications between the criminal defense attorneys could be shared simultaneously without waiver of confidentiality or privileges.

96. The defendants in the criminal case retained a team of Certified Public Accountants and a Tax Attorney to assist the parties in the preparation of the Federal Corporate Tax Returns to comply with the U.S. Justice Department's demand for tax returns, payment of past taxes, interest, and penalties. As of the date of this pleading, the criminal case will have been pending for more than ten years.

97. During this extended period of time, Hamed never sought to intervene in the criminal case to assert that he is a partner of United or Yusuf, or that he has any interest in the Plaza Extra Stores.

98. On March 19, 2010, the parties' defense attorneys, working pursuant to the joint defense agreement, negotiated a plea agreement. The terms of the plea agreement called for the dismissal of all criminal counts against the individual defendants in exchange for United pleading guilty to one count of tax evasion, and the payment of substantial taxes and penalties.

99. At no time, did Hamed's purported agent, Waleed, or his co-defendant, Waheed, raise the issue of a partnership as alleged in the Complaint.

100. In addition, the plea agreement called for the parties to file accurate U.S. Federal Tax Returns and Gross Receipt Returns with the Virgin Islands Bureau of Internal Revenue and the U.S. Internal Revenue Service. Nothing in the plea agreement required the filing of any partnership returns because no partnership existed as acknowledged by the attorneys of Waleed and Waheed.

101. Neither Waleed nor Waheed ever indicated to the U.S. Justice Department that the business arrangement between Hamed and United or Yusuf was anything other than an employment relationship. As such, until the filing of this action, no record existed of any purported "partnership" between Hamed and Yusuf.

**IV. The Criminal Case Reveals That Hamed And Waleed Converted Monies from the Plaza Extra Stores.**

102. In September of 2010, Yusuf received a partial copy of the FBI file, records, and documents, electronically reproduced and stored on a hard drive. The hard drive contained thousands of documents including bank statements and copies of cancelled checks. The documents were organized under the names of various individuals in the Hamed and Yusuf families. In other words, whatever the FBI found for any specific person, they would scan and organize the documents under that person's name.

103. Upon review of these documents, Defendants discovered defalcation and conversion of substantial assets including cash from United by Hamed and Waleed.

104. During a search of the documents and files delivered by the U.S. Government, United reviewed documents comprising tax returns for Waleed. An examination of Waleed's tax returns revealed the following significant assets:

**a. Tax Year 1992 (Stocks & Investments) .....\$ 408,572.00**

**b. Tax Year 1993 (Stocks & Investments) .....\$7,587,483.00**

105. The detailed stock acquisitions, which were listed meticulously by date of acquisition, price and number of shares purchased, could only have been acquired by Waleed through either a) his unlawful access to monies and other properties belonging to United since Waleed never held any other employment since 1986, other than his employment with United, or, b) his misappropriation of monies which were “partnership” funds for which Waleed may be individually liable, or for which Hamed may be liable in the event that Waleed was acting as Hamed’s authorized agent when removing such funds.

106. Upon information and belief, Hamed knew of or directed Waleed’s misconduct and personally benefited from his agent’s defalcation and conversion of millions of dollars from United.

107. For example, Waleed and Hamed misappropriated funds, which Yusuf and Hamed had agreed to send to a charity in West Bank, Palestine. The money was designated for the building of a concrete batch plant (the “Plant”) in an impoverished area to provide the poor with employment opportunities.

108. In 1996, Waleed, as a managerial employee of United, was an authorized co-signatory with Yusuf on various bank accounts in St. Martin and custodian of an account in Waleed’s name.

109. Yusuf authorized Waleed to send \$1 million to Hamed in the West Bank as a charitable donation on behalf of United. Hamed was required to disperse the money to two local managers that were hired to set up the Plant, which was eventually formed and employed about 38 of the poor in the community.

110. Eventually, Yusuf met in the West Bank with the two managers of the Plant, which was supposed to have been purchased with the \$1 million that was sent to Hamed through his agent, Waleed.

111. Yusuf inquired of the managers regarding the operations of the Plant. Yusuf was advised that they were losing sales because they had no money to buy a pump.

112. Yusuf was informed that they did not receive \$1 million dollars, but had received only \$662,000.00 from Hamed.

113. In fact, bank records revealed that Hamed had actually received \$2 million dollars, instead of the \$1 million dollars authorized by Yusuf.

114. Upon review of the records received from the U.S. Government, it was revealed that Hamed or Waleed had pocketed \$1,338,000 of the \$2 million dollars transferred to Hamed by his son, Waleed, and only \$662,000 was actually distributed to the charitable project.

**V. The Current Controversy Has Resulted in Deadlock and Inability to Operate Plessen.**

115. The current controversy between the Hamed and Yusuf families has negatively impacted the ability of Plessen to function and operate.

116. The stalemate between the Yusuf and Hamed families has resulted in deadlock as to the operations of Plessen.

117. In order to preserve the assets of Plessen and insure that its obligations are timely met, Yusuf seeks to dissolve and liquidate Plessen.

**VI. United Owned Investments and Businesses In Which Hamed Was Never A Part.**

118. United maintains other investments and businesses separate from its operation of the Plaza Extra Stores. At no time did Hamed or any of his children ever participate, manage, or have any interest in United's other operations. Hamed has conceded under oath that he has no interest in United or any of its operations not related to the Plaza Extra Stores.



119. Other than receiving 50% of the net profits of the Plaza Extra Stores, Hamed never received any proceeds, profits, or distributions from United's other operations, which primarily consist of the rents generated by United's real estate holdings.

**VII. In the Event of a Partnership, What Were Its Terms?**

120. Although Yusuf contends he has no partnership with Hamed, to the extent that their relationship is determined to be a partnership (the "Alleged Partnership"), Yusuf alleges that the parties engaged in a course of conduct and possessed certain understandings as to how monies for the Alleged Partnership were accounted for and to be paid.

121. Further, in the event that the Alleged Partnership is found to exist, Hamed, as a partner owes certain fiduciary duties to the Alleged Partnership and to Yusuf as his partner. Those duties, among other things, include duties of loyalty and to act in the best interests of the Alleged Partnership.

122. Hamed's fiduciary duties to the Alleged Partnership and to Yusuf relate not only to his individual actions as a partner but also, to the extent he purports to act as a partner through his authorized agent, then Hamed's fiduciary duties and, thus, liability for breaches of any such duties, extends to the actions of his authorized agent.

123. Waleed's misappropriation of monies from the Plaza Extra Stores, if acting as an agent of Hamed or at his direction and with his knowledge constitutes a breach of Hamed's fiduciary duties to the Alleged Partnership and to Yusuf for which Hamed is liable.

124. In the event the Alleged Partnership is determined to exist, then Hamed would be responsible for any liabilities of the Alleged Partnership.

### **VIII. Rent**

125. United is the sole owner of the Shopping Center which contains the retail premises where Plaza Extra - East is located.

126. United consistently maintained that it is entitled to rent payments as an internal accounting expense to be utilized as an offset against income from Plaza Extra- East and which thereby reduces the net profits. At present, United has a motion pending to withdraw past due rents to which it is entitled. In the event that United is unable to recover the rent it seeks for internal accounting expense purposes and/or in the event that the Alleged Partnership is deemed to exist, then United seeks to recover the past due rent from the Alleged Partnership in accordance with the manner in which rent has been collected in the past.

127. Since 1986, United and the Alleged Partnership have always agreed that the value of any rent due to United for any retail space used by Plaza Extra – East would be withdrawn from the gross sales proceeds from Plaza Extra – East from time to time. Since 1986, the parties have customarily settled all rents due upon demand by United.

128. Historically, it was determined that United was entitled to rent for the premises occupied by Plaza Extra – East. From the beginning to December 31, 1993, United was paid in full for the rent.

129. For the period of January 1, 1994 through May 4, 2004, United made demand but Hamed, on behalf of the Alleged Partnership, refused to allow United to withdraw the rent value of \$3,999,679.73 (69,680 sq. ft. at \$5.55 sq. ft.) from the gross revenues of Plaza Extra – East.

130. However, for the period of May 5, 2004 through December 31, 2011, the parties agreed that the rent due and owing United was \$5,408,806.74, which amounts to a monthly rent of \$58,791.38. The monthly rent of \$58,791.38 for Plaza Extra – East was calculated based on the yearly sales of Plaza Extra – Tutu Park. The sales were divided by the square footage to

arrive at a percentage amount - 2.0333%. That percentage amount then was multiplied by the sales of Plaza Extra – East. See Exhibit 1 (percentage highlighted in yellow).

131. On or about February 7, 2012, a check in the amount of \$5,408,806.74 was issued to United from the earnings of Plaza Extra - East. See Copy of Check #64866 attached as **Exhibit 2**.

132. Consistent with the parties' understanding as to payment of rent to United, Hamed, either individually or as a partner of the Alleged Partnership, never raised any issue concerning the statute of limitations or denied that rent was owed to United because it has always been the parties' practice to settle rents when United makes a demand, regardless of when such demand takes place.

133. On or about May 17, 2013, United, utilizing the same formula previously agreed upon to calculate the rent, again made demand for rent due for the period of January 1, 2012 through May 30, 2013.

134. Hamed has made clear that it is his intention not to authorize rent payments to United for the occupancy of Plaza Extra – East. As such, in the event that the Alleged Partnership is deemed to exist, the Alleged Partnership not only owes rent to United but also is an unlawful holdover tenant of the premises occupied by Plaza Extra-East.

135. Further, because the Alleged Partnership failed to pay the rent as demanded by United, in September of 2010, United, through Yusuf, orally noticed the Alleged Partnership by informing Hamed's authorized agent, Waleed, of United's intent to terminate the occupancy agreement for Plaza Extra – East effective December 31, 2011.

136. When Hamed, on behalf of the Alleged Partnership, refused to accept the termination notice or cause the premises to be vacated, United issued a written notice to vacate on January 1, 2012.

137. United's notice called for an increase in the rent, in the event the premises were not vacated, to \$200,000 a month for the period of January 1, 2012 to March 31, 2012, and \$250,000 for any month after April 1, 2012 should Plaza Extra – East continue occupying the premises despite such notice.

138. Therefore, for the period of January 1, 2012 through September 31, 2012, United is entitled to rent from the Alleged Partnership in the amount of \$1,800,000.

139. Despite United's termination of the oral, month to month occupancy agreement for the premises occupied by Plaza Extra-East and its demand that such premises be vacated, the Alleged Partnership continues to enjoy the benefits of the operations of Plaza Extra – East store including, but not limited to, the use of valuable retail space located at the Shopping Center, without paying the outstanding rent.

140. Through December 31, 2013, the total rent due and outstanding for the premises occupied by Plaza Extra – East is \$5,410,672.85. This unpaid rent is an amount certain, liquidated, and subject to immediate collection from the Alleged Partnership.

**COUNT I**  
**DEFENDANTS' CLAIM FOR**  
**DECLARATORY RELIEF THAT NO PARTNERSHIP EXISTS**

141. Paragraphs 1 through 140 of this Counterclaim are realleged.

142. There exists an actual controversy as to whether there was ever a partnership formed between Yusuf and Hamed for the operation of the Plaza Extra Stores.

143. Defendants seek a declaratory judgment which confirms that United is the sole owner and operator of the Plaza Extra Stores, that United has full and complete authority over decisions and actions taken in and for the Plaza Extra Stores, and that United has ownership of all assets held in United accounts or in United's name.

144. United is further entitled to a declaratory judgment that it has the power and authority to account for its net profits, taking into account any yet unpaid expenses, including past due rents. To the extent that Yusuf orally agreed to provide Hamed with a return on his investment in an amount equal to 50% of the net profits of the Plaza Extra Stores, which are owned and operated by United, then such net profits must net out all unpaid rent and all competing claims for recoupment and setoff.

**COUNT II**  
**DECLARATORY RELIEF**

145. Paragraphs 1 through 144 of this Counterclaim are realleged.

146. In the event that the Alleged Partnership is determined to exist, there exists an actual controversy between Hamed and Yusuf as to the terms of the Alleged Partnership, its duration, their respective rights, interests, and obligations concerning the Plaza Extra Stores and the disposition of the assets and liabilities of these stores. This Court should resolve the controversy by entering an appropriate declaratory judgment.

**COUNT III**  
**CONVERSION**

147. Paragraphs 1 through 146 of this Counterclaim are realleged.

148. Hamed and Waleed, acting individually and as agent for Hamed, have unlawfully defalcated and converted to their own benefit and gain substantial funds belonging to Defendants.

149. Defendants never authorized these funds to be appropriated to the personal use of Hamed or Waleed.

150. Hamed and Waleed are therefore liable to Defendants for all funds converted for their personal gain and benefit in an amount to be determined after a full accounting is completed.

**COUNT IV**  
**ACCOUNTING**

151. Paragraphs 1 through 150 of this Counterclaim are realleged.

152. In the event that the Alleged Partnership is determined to exist, then Hamed owes a fiduciary duty of loyalty and care to the Alleged Partnership and to Yusuf as his partner. These fiduciary duties obligate Hamed to, among other things, account to Yusuf for all funds generated by the Plaza Extra Stores taken for his or his families' personal use without Yusuf's knowledge or consent.

153. Despite repeated demands therefore, Hamed has failed and refused to account to Yusuf for all assets of the Plaza Extra Stores taken or converted by Hamed or his agents. Accordingly, Yusuf is entitled to a full accounting of all funds taken or converted by Hamed and his agents from the assets and revenues generated by the Plaza Extra Stores.

**COUNT V**  
**RESTITUTION**

154. Paragraphs 1 through 153 of this Counterclaim are realleged.

155. Hamed and his agents have obtained in excess of \$7 million of the Plaza Extra Stores' monies under such circumstances that in equity and good conscience they ought not retain and the Hamed Sons participated and aided and abetted in this conduct by accepting funds from the Plaza Extra Stores and, among other things, using them to purchase and improve properties for their own personal benefit.

156. Defendants are, therefore, entitled to restitution in the form of a constructive trust over any assets purchased with those funds; an equitable lien over such assets; and disgorgement of any profits made from the use of the Plaza Extra Stores' funds or assets purchased with the use of such funds.

**COUNT VI**  
**UNJUST ENRICHMENT AND**  
**IMPOSITION OF A CONSTRUCTIVE TRUST**

157. Paragraphs 1 through 156 of this Counterclaim are realleged.

158. Hamed and his agents have obtained in excess of \$7 million of the Plaza Extra Stores' monies under such circumstances that in equity and good conscience they ought not retain and the Hamed Sons participated and aided and abetted in the conduct by accepting funds from the Plaza Extra Stores and, among other things, using them to purchase and improve properties for their own personal benefit.

159. Defendants are entitled to the imposition of constructive trusts, equitable liens, and disgorgement of all profits in order to prevent Hamed and the Hamed Sons from being unjustly enriched by money ill-gotten from the Plaza Extra Stores.

**COUNT VIII**  
**BREACH OF FIDUCIARY DUTY**

160. Paragraphs 1 through 159 of this Counterclaim are realleged.

161. In the event that the Alleged Partnership is determined to exist, Hamed owes Yusuf a fiduciary duty to act in a manner consistent with their mutual interests and not to deal with him in a manner that promotes only Hamed's or his families' interests to the detriment of Yusuf.

162. Hamed breached his fiduciary duty to Yusuf by, among other things, failing to disclose millions of dollars of Plaza Extra Stores' funds converted by Hamed or his agents and otherwise acting in a manner inconsistent with Yusuf's interests and welfare, and by subordinating Yusuf's interests in the Plaza Extra Stores to those of Hamed and his family.

163. As a result of these breaches of fiduciary duties, Yusuf has been damaged.

**COUNT VIII**  
**DISSOLUTION OF ALLEGED PARTNERSHIP**

164. Paragraphs 1 through 163 of this Counterclaim are realleged.

165. Although Defendants deny the existence of any partnership with Hamed, in the event the Alleged Partnership is determined to exist, then Yusuf is entitled to dissolution of the Alleged Partnership and to wind up its affairs, pursuant to the Uniform Partnership Act, in that such partnership would be an oral at-will partnership and Yusuf provided notice of his intent to terminate any business relationship (including any partnership) with Hamed in March of 2012.

166. Since Hamed has refused to consent to a dissolution of the Alleged Partnership, Defendants are entitled to a prompt and orderly dissolution of the Alleged Partnership under the Uniform Partnership Act.

**COUNT IX**  
**DISSOLUTION OF PLESSEN**

167. Paragraphs 1 through 166 of this Counterclaim are realleged.

168. Because the equity of Plessen is owned equally by the Hamed and Yusuf families who have an irreconcilable disagreement on how to continue the business operations of this company, it should be dissolved and its assets liquidated according to law.

**COUNT X**  
**APPOINTMENT OF RECEIVER**

169. Paragraphs 1 through 168 of this Counterclaim are realleged.

170. In the event that the Alleged Partnership is determined to exist, a qualified, neutral business person should be appointed as Receiver for the Alleged Partnership to operate the Plaza Extra Stores and as Receiver for Plessen.

171. The Receiver should liquidate the assets of the Plaza Extra Stores and Plessen and divide the net proceeds amongst Hamed and Yusuf according to their respective interests, as declared by this Court, after accounting for all liabilities and claims for recoupment and setoff



since Yusuf desires to immediately terminate any and all business relations Hamed may have with either of the Defendants.

**COUNT XI**  
**RENT FOR RETAIL SPACE BAY 1**

172. Paragraphs 1 through 171 of this Counterclaim are realleged.

173. United has historically deducted rent for Plaza Extra – East as an internal expense and is entitled to deduct same so as to arrive at a proper calculation of the net profits from Plaza Extra – East.

174. In the alternative, in the event that the Alleged Partnership is determined to exist, then United is entitled to deduct all rent currently due and owing to arrive at the proper calculation of the net profits from Plaza Extra – East.

175. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 1994 through May 4, 2004, United is entitled to rent in the amount of \$3,999,679.73 for Bay No. 1 (69,680 sq. ft. of retail space at \$5.55 sq. ft.) for the operations of the Plaza Extra – East.

176. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 2012 to date, United is entitled to rent for Bay No. 1 (69,680 sq. ft. of retail space at the current monthly rate of \$58,791.38).

177. In the event that the Alleged Partnership is determined to exist, then Hamed is in violation of the agreement to pay rent to United in an amount exceeding \$5,293,090.09.

178. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bay 1, and to recover possession of its premises currently occupied by Plaza Extra – East.

**COUNT XII**  
**PAST RENT FOR RETAIL SPACES BAYS 5 & 8**

179. Paragraphs 1 through 178 of this Counterclaim are realleged.

180. United provided Plaza Extra – East with retail spaces Bay 5 & 8 for various time periods to increase the storage and capacity of Bay 1 (the main retail space where Plaza Extra – East is located).

181. Bay No. 5 (3,125 sq. ft. of retail space) was utilized for storage and quick access to various inventories used in the operations of Plaza Extra – East. Whether an internal expense or a debt of the Alleged Partnership, United is entitled to rent from May 1, 1994 through October 31, 2001 at rate of \$12.00 per sq. ft.

182. Bay No. 8 (6,250 sq ft. of retail space) was utilized for the operations of Plaza Extra – East. Whether an internal expense or a debt of the Alleged Partnership, United is entitled to rent from April 1, 2008 through May 30, 2013 at a rate of \$16.15 per sq. ft.

183. In the event that the Alleged Partnership is determined to exist, Hamed has refused to acknowledge his obligation to pay United the outstanding rent for Bays 5 and 8.

184. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bays 5 and 8 in the amount of \$793,984.38.

**COUNT XIII**  
**CIVIL CONSPIRACY**

185. Paragraphs 1 through 184 of this Counterclaim are realleged.

186. Hamed and the Hamed Sons agreed to perform the wrongful acts and accomplish the wrongful ends alleged in this Counterclaim, and they aided and abetted each other and acted on that agreement.

187. As a result of such conspiracy, the Defendants have been damaged.

Accordingly, Defendants respectfully request entry of judgment in their favor providing the following relief:

- i. a declaratory judgment declaring the parties' rights and obligations with respect to the Plaza Extra Stores;

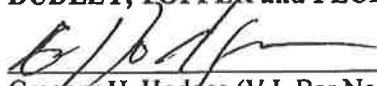
- ii. a full accounting of all funds taken by Hamed or his agents from the Plaza Extra Stores without Defendants' authorization;
- iii. a judgment declaring that Hamed and the Hamed Sons hold any assets purchased with funds improperly taken from the Plaza Extra Stores as constructive trustees for Defendants and imposing a constructive trust or equitable lien in favor of Defendants over all funds taken without authorization by Hamed or his agents or assets purchased with such funds;
- iv. awarding compensatory, consequential, and punitive damages in an amount according to proof at trial;
- v. appointing a Receiver to dissolve and wind down the affairs of any joint venture/partnership determined to exist between Hamed and Yusuf and to dissolve and liquidate Plessen;
- vi. a judgment for all rent found due and owing for the premises occupied by Plaza Extra-East and ordering immediate restitution of such premises to United;
- vii. awarding Defendants their reasonable attorneys' fees and costs in defending against the Complaint and prosecuting this Counterclaim; and
- viii. providing such other and further relief as the Court deems just and proper.

Pursuant to Fed. R. Civ. P. 38(b), Defendants demand a trial by jury of all issues triable by right to a jury.

Dated: December 23, 2013

By:

**DUDLEY, TOPPER and FEUERZEIG, LLP**

  
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Attorneys for Fathi Yusuf and United Corporation

**CERTIFICATE OF SERVICE**

I hereby certify that on this 23rd day of December, 2013, I caused the foregoing **ANSWER AND COUNTERCLAIM** to be served upon the following via e-mail:

Joel H. Holt, Esq.  
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**DEFENDANT'S  
EXHIBIT**

**1**

**(PERCENTAGE CALCULATION)**

**United Corporation dba Plaza Extra**

**Tutu Park Store Sales:**

1-1-2004 to 12-31-2004	32,323,902.88
Less: 1-1-2004 to 5-4-2004	-10,849,029.02
Sales 5-5-2004 to 12-31-2004	<u>21,474,873.86</u>

**Tutu Park Store:**

Paid Rent, Water, & Property Tax	263,577.53
Paid 1.5% Overage	71,914.23
5-5-2004 to 12-31-2004	<u>335,491.76</u>

1-1-2005 to 12-31-2005	515,361.54
1-1-2006 to 12-31-2006	590,533.60
1-1-2007 to 4-1-2007	255,699.33
4-2-2007 to 12-3-2007	468,689.55
1-3-2008 to 12-5-2008	540,180.12
1-5-2009 to 12-10-2009	529,799.66
1-6-2010 to 12-3-2010	527,565.40
1-1-2011 to 12-31-2011	<u>541,175.61</u>

Rent, etc. 5-5-2004 to 12-31-2011	4,304,496.57
Parking Lot Cleaning	126,000.00
Total Amount Paid	<u>4,430,496.57</u> a

**Tutu Park Store Sales:**

5-5-2004 to 12-31-2011	261,474,323.91
Portion of Sales - Rented building	217,895,269.93 b
Portion of Sales - Area built by Plaza	<u>43,579,053.98</u>

Total Paid as a % of Sales (Rented Bldg.) = a/b 2.0333147073%

**Sion Farm Sales:**

Sion Farm Sales 5-5-2004 to 12-31-2011	273,884,222.70
Less: R/X	-7,874,897.13
	<u>266,009,325.57</u>

Calculated Rent as a % of Sales Sion Farm \$ 5,408,806.74

**DEFENDANTS'  
EXHIBIT**

**2**

(RENT CHECK NO. 64866)

UNITED CORPORATION D/B/A PLAZA EXTRA  
UNITED SHOPPING PLAZA

64866

Check Number: 64866  
Check Date: Feb 7, 2012

Item to be Paid - Description

Rent - Sion Farm

Check Amount: \$5,408,806.74  
Discount Taken  
Amount Paid

5,408,806.74

UNITED CORPORATION D/B/A  
PLAZA EXTRA  
4C & 4D ESTATE SION FARM  
CHRISTIANSTED, VI 00821  
(340) 778-6840 (340) 719-1870

BANCO POPULAR DE PUERTO RICO  
101-887218

64866

DATE  
Feb 7, 2012

AMOUNT  
\$ \*\*\*\*\$5,408,806.74

Five Million Four Hundred Eight Thousand Eight Hundred Six and 74/100 Dollars


PAY  
TO THE  
ORDER  
OF:

UNITED SHOPPING PLAZA  
P.O. BOX 763 C'STED  
ST. C ROIX, VI 00821

VOID AFTER 90 DAYS

Memo: PLAZA EXTRA (SION FARM) RENT

⑆051866⑆ ⑆021606674⑆ 1911148830⑆

  
AUTHORIZED SIGNATURE

Security Features Included  Details on Back