

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

WALEED HAMED, as the Executor of the
Estate of MOHAMMAD HAMED,

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants,

Case No.: SX-2012-cv-370

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

JURY TRIAL DEMANDED

Consolidated with

WALEED HAMED, as the Executor of the
Estate of MOHAMMAD HAMED,

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

Case No.: SX-2014-CV-287

**ACTION FOR DECLARATORY
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

WALEED HAMED, as the Executor of the
Estate of MOHAMMAD HAMED,

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S MOTION AS TO HIS CLAIMS NOS. H-38 AND H-123:
PAYMENTS TO DUDLEY, TOPPER AND FEUERZEIG LAW FIRM**

Hamed has raised as two of his claims, designated as H-38 and H-123, whether the Partnership should have had to pay for legal fees to Dudley, Topper and Feurerzeig LLP (“DTF”). These fees were charged to the Partnership for representation of the Liquidating Partner, who is also DTF's individual client in the current action against Hamed. The parties have agreed this would be one of the claims submitted by the Plaintiff before January 12, 2018. This motion is being filed to return fees paid to DTF to the Partnership.

I. Facts

It is uncontested that since November 2013, DTF has represented the Defendants individually in this case, *Hamed v Fathi Yusuf and United Corporation* (370). When the Partnership was being dissolved, both Hamed and Yusuf sought to be the Liquidating Partner. It is also uncontested that, because of Hamed's *expressly* stated concerns about Yusuf's lawyer also representing the Partnership, to obtain that Order, DTF **explicitly represented** to the Court **prior** to the Court's issuing its Final Wind-Up Order, **that if Yusuf were appointed to be the Liquidating Partner, DTF would not be paid for any services provided with Partnership funds** (see **Exhibit 1** at p. 13). They stated:

Payment of Yusuf's Counsel and Accounting Experts

The Order needs no clarification because it does not propose that Yusuf's counsel and accounting experts would be paid with partnership funds.

Despite this *express* representation to this Court, DTF did, thereafter, seek payment for legal fees from the Partnership and **was** paid such fees with Partnership funds.¹ The Partnership paid at least three DTF invoices that have been disclosed. See **Exhibit 2**.

¹ When seeking reimbursement for the DTF fees, it does not appear that Yusuf ever made it clear *at the time of that application* to the Special Master that the Order allowing Yusuf to be Liquidating Partner was issued based on *this specific representation by DTF*. In any event, the Master has made it clear that he now sits in an adjudicatory role, unbound by his prior approvals – especially if they were obtained without his knowledge of DTF's prior representation. See pp. 30-31 of the December 15, 2017 transcript.

II. Judge Ross's Role

When the issue of these payments was raised with Judge Brady, he directed the Master to determine whether DTF should be paid with Partnership funds for any work performed. See **Exhibit 3** at pp. 3-4.

III. Argument

There are three reasons why these fees should be returned to the Partnership, each of which independently warrants Yusuf remitting these payments back to the Partnership.

1. DTF's express representations to this Court.

First, DTF should not be reimbursed for representing the Liquidating Partner because, to obtain the Winding Up Order, DTF *expressly represented* to the Court on October 28, 2014, that it would not seek reimbursement from the Partnership: "The Order needs no clarification because it does not propose that Yusuf's counsel and accounting experts would be paid with partnership funds." There was no qualification made of any kind regarding this representation to the Court. Hamed relied on this, despite his previous objections of record, when the Order was being negotiated.

Thus, this representation should be the end of this matter, as DTF fully waived its ability to be reimbursed by the Partnership for any such fees.

2. Work was performed primarily for Yusuf's personal benefit.

Second, the Liquidating Partner made decisions for the Partnership that were favorable to him personally, but adverse to the interests of the Partnership, all with the help of DTF, **who then billed the Partnership for this advocacy work for Yusuf.** DTF primarily billed for preparing the bi-monthly reports, but much of those reports was a tool used to allocate Partnership assets to Yusuf or to approve disputed accounting entries in favor of Yusuf, to the direct, *specific disadvantage* of the Partnership. See **Exhibit 2.**

For example, DTF billed the Partnership for preparing the 5th Bi-Monthly Report, which stated that United (a corporation owned by Yusuf) owned Plot 2-4 Rem. Estate Charlotte Amalie (which is a very valuable piece of property). See **Exhibit 2**. Hamed objected, noting that *Yusuf had already testified under oath that the property was owned by the Partnership*. See **Exhibit 4**.² **DTF then billed the Partnership to research and justify Yusuf trying to simply take the Partnership asset**—essentially requiring the Partnership to pay for defending Yusuf’s anti-Partnership self-dealings. See **Exhibit 2**. A sampling of other similar Yusuf-only activities charged to the Partnership includes:³

- a. Approving payment of \$41,462.28 in Partnership funds to the Liquidating Partner related to the Plaza Tutu rent. This type of reimbursement had not been done in the past and was made without documentation substantiating an agreement by the Partnership to pay Yusuf or the United Corporation for that rent. As noted in the 6th Liquidating Partner’s Bi-Monthly Report, the landlord for the Plaza Tutu store in St. Thomas sent an invoice for the annual percentage rent calculation for that store, seeking a total payment of \$41,462.28, half of which was owed by the Partnership. Instead of paying the \$20,731.14 owed by the Partnership, the Liquidating Partner paid the full amount to the Plaza Tutu landlord and unilaterally paid himself an additional of \$41,462.28, something that had never been done in the past and was not agreed to jointly by the partners. See **Exhibit 2, Exhibit 6 and Exhibit 7**.

² Mr. Yusuf testified in his deposition on April 2, 2014 (see **Exhibit 5**, pp. 80-81):

Q. And the Tutu Park property, is that also called Ft. Milner, as well?

A. Yeah, it's Ft. Milner or Tutu. It's Ft. Milner, I believe.

Q. Okay. And one is a 9-acre parcel?

A. 9.31

Q. Then the other one is like a half-acre parcel?

A. It's about .53, if I recall.

* * *

Q. Okay. So, and what I'm trying to get at is there's a half-acre piece in United, that's in the name of United.

A. Yes.

* * *

Q. Okay. And both of those, the smaller piece and the bigger piece, were purchased with money from the supermarket, so they're 50/50.

A. That's correct. (Emphasis added.)

³ There are probably many more -- but the records supplied are not detailed, and Hamed does not have access to the DTF billings to Yusuf for the same time periods to see if Yusuf was *charged even one cent* for all of this individual work.

- b. Approving payments of \$89,443.92 and \$46,069.38 in Partnership funds to the Liquidating Partner related to the 2012-2014 Plaza Tutu real estate taxes. This type of reimbursement hadn't been done in the past and was made without any documentation substantiating an agreement by the Partnership to pay Yusuf or United for those taxes. The 6th Bi-Monthly Report notes that the Liquidating Partner received an invoice for the real property tax assessment for 2012 and 2013, totaling \$79,009.87 for the Plaza Tutu store. Inexplicably, he unilaterally reimbursed himself for the 2012 and 2013 taxes with a larger distribution of \$89,443.92. He did the same thing with the 2014 Plaza Tutu taxes, paying the Tutu landlord \$43,069.38 and then reimbursing himself \$46,990.48. See **Exhibit 2, Exhibit 6 and Exhibit 7.**
- c. Submitting financials accompanying the 6th Bi-Monthly Report, which indicated that \$186,819.33 was due from/to Yusuf, a figure which came out of thin air. See **Exhibit 8.** In the Plaza balance sheets as of December 31, 2013 and Prior Year, that line read: Due from(to) **Shareholders** as of 12/31/2013 \$117,644.33 and as of 12/31/2012 \$186,819.33. See **Exhibit 9.**

In short, incurring legal fees to prepare bi-monthly reports and defenses of Yusuf-only positions that only benefitted Yusuf, and not the Partnership, makes these fees “**personal expenses**” for Yusuf, not fees for the Partnership.⁴ As such, these fees should be disallowed.

3. The burden to prove these claims is on Yusuf

It is Yusuf's burden to prove that the work was done for the Partnership and that Yusuf's work was not charged to the Partnership. The entries supplied **do not show this.** The fact that DTF 'worked on' a particular report or item means nothing -- as both the Partnership and Yusuf had positions that were advanced by DTF in documents sent to Hamed and the Court. As pointed out above, DTF took Yusuf-only positions and changed

⁴ Hamed's expert CPA reviewed the payments to DTF made by Fathi Yusuf out of the Partnership account, and stated that under applicable accounting rules, the Partnership should not have paid the fees. See **Exhibit 10.**

IRS Pub. 535 - Business Expenses states "[generally, you cannot deduct personal, living, or family expenses." Therefore, we conclude this payment would not be deductible for tax purposes under IRS Pub. 535. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128. We concluded these amounts should be returned to the Partnership

them in the Bi-Monthly reports. So the Special Master must ask: **Were there separate billings to Yusuf for that individual work as to the issues over those reports?** Or was it like Mr. Gaffney, where the Partnership paid 100% and Yusuf got his fees for free? Again, the records are insufficient to determine this -- which is Yusuf's doing and thus his burden, not Hamed's. See, e.g., *In Re Campbell*, 59 V.I. 701, 740, 2013 WL 5200473, at *18 (V.I. Sept. 16, 2013) ("costs of the UPLC's investigation, in an amount this Court shall fix after reviewing an itemized bill of costs.") and *Hale v. Moore*, 289 S.W.3d 567, 583, 2008 WL 53871 (Ky. Ct. App. 2008)("Third, *upon a showing of proof* a court *may* authorize additional compensation that is "fair and reasonable" for services. . . .")

IV. Conclusion

DTF cannot be paid with Partnership funds because both DTF and Yusuf expressly represented to the Court that DTF would not be paid with Partnership funds. They did so to overcome express, written objections by Hamed. The Court's subsequent Wind-Up Order was granted on that express representation.

Additionally, as work performed benefitted Yusuf, not the Partnership, these fees are personal expenses incurred by Yusuf, independently warranting the rejection as a Partnership expense. Indeed, if the Liquidating Partner had required additional counsel or accounting advice, *he was granted the authority to hire independent professionals to assist him with the wind-up duties.*⁵ Had the Liquidating Partner availed himself of independent professionals *or proper records been kept*, the Master would not have unwind this conflict.

⁵ These decisions adverse to the Partnership, as identified above, could have been avoided if the Liquidating Partner had hired outside legal counsel, as Yusuf was well within his rights to hire external counsel. See Plan at § 4 of the Final Wind-Up Plan: "Pursuant to the Act, the Liquidating Partner shall have authority to . . . engage legal, accounting and other professional services." If independent professionals had been brought in, these self-dealing items would have been brought to light and documentation would have been required to substantiate the expenditures, rather than merely relying on the word of the Liquidating Partner.

Dated: January 9, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of January, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

This document complies with the page or word limitation set forth in Rule 6-1(e).



Exhibit 1

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

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

**FATHI YUSUF’S RESPONSE TO HAMED’S COMMENTS CONCERNING THE
COURT’S PROPOSED WIND-UP PLAN**

~~Defendant/counterclaimant Fathi Yusuf (“Yusuf”), through his undersigned counsel,~~
respectfully submits the following response to “Hamed’s Comments Re Proposed Winding Up
Order” (“Hamed Comments”), pursuant to this Court’s Order dated October 7, 2014 (the
“Order”).

The Hamed Comments are very significant insofar as he concedes for the first time that
bidding by Hamed and Yusuf is an appropriate method of liquidating the assets of the
partnership. See Hamed Comments, p. 8-9 and Exhibit 4 to the Hamed Comments, Section 8(1),
(2), (3), and (5). Although the Hamed Comments suggest that the use of bidding as a liquidation
tool should be limited to the assets of Plaza Extra-Tutu Park and the Plaza Extra trade name, the
logic of this position is that the bidding method of liquidation should be extended to cover all
~~partnership assets, including Plaza Extra-West. Bidding by Hamed and Yusuf offers the best~~

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HAMD624743

EXHIBIT
1

~~See Declaration of Yusuf dated August 12, 2014, attached as Exhibit 3 to Defendants' Memorandum in Support of Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent. Hamed's sworn testimony is consistent with Yusuf's declaration that the reconciliation occurred at the end of 1993. Hamed testified that the reconciliation took place "sometime after the fire in the store." See page 51-2 of the transcript of Hamed's April 1, 2014 deposition attached as Exhibit 1.~~

While partnership funds may have been used to pay the insurance premiums for the applicable insurance policy, payment of the insurance premiums by the store has always been one of the terms of the partnership and Hamed has provided this Court with no evidence that Yusuf conceded that the additional acre was purchased with partnership funds. In any event, there is no dispute that the partners' accounts were fully reconciled as of December 31, 1993, that this acre has been titled in United's name for decades, and that rent for this acre was included in the \$5,408,806.74 paid on February 7, 2012 covering rent for the period from May 5, 2004 – December 31, 2011. Under these circumstances, Hamed should be estopped from asserting any legal or equitable title to this 1 acre parcel. In any event, Hamed's vague and unsupported claim should not be allowed to impede the disposition of Plaza Extra – East.

Payment of Yusuf's Counsel and Accounting Experts

The Order needs no clarification because it does not propose that Yusuf's counsel and accounting experts would be paid with partnership funds. ~~It should be pointed out, however, that~~

Section 5 of Hamed's "combined" order attached as Exhibit 3 to the Hamed Comments obligates the Liquidating Partner to "prepare and file all required federal and territorial tax returns . . . [and

~~Because there was never any consensus regarding the terms of the competing plans, this~~
section should be deleted except for the first two sentences.

Section 8: Plan of Liquidation Plan and Winding Up

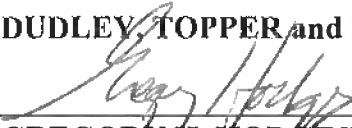
The lead in paragraph to Section 8(B)(1) of the competing plans should be added. Attached as **Exhibit 2** to this Response is the “combined” plan that Yusuf submits accurately sets forth the terms of the competing plans that the parties have not disputed and the provisions proposed by this Court. Yusuf’s revised, proposed plan, which incorporates the Yusuf Comments and his foregoing comments in redlined fashion, is attached as **Exhibit 3** to this Response. Yusuf respectfully requests this Court to consider and approve the plan submitted as ~~Exhibit 3.~~

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: October 28, 2014

By:


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Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of October, 2014, I caused the foregoing **Fathi Yusuf's Response To Hamed's Comments Concerning The Court's Proposed Wind-Up Plan** to be served upon the following via e-mail:

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HAMD624758

Exhibit 2

United Corp West (Pship)**Vendor Ledgers****For the Period From Jan 1, 2015 to Feb 28, 2017**

Vendor ID	Vendor	Date	Trans No	Type	Paid	Debit Amt	Credit Amt	Balance
DUDLEY TOPPER	DUDLEY TOPPER AND FEI	12/17/15	281	CDJ		57,605.00	57,605.00	0.00
DUDLEY TOPPER	DUDLEY TOPPER AND FEI	3/1/16	167848	PJ	*		3,280.00	3,280.00
DUDLEY TOPPER	DUDLEY TOPPER AND FEI	3/1/16	168038	PJ	*		6,400.00	9,680.00
DUDLEY TOPPER	DUDLEY TOPPER AND FEI	4/2/16	305	CDJ		9,680.00		0.00
Report Total						67,285.00	67,285.00	0.00

EXHIBIT**2**

UNITED CORPORATION PARTNERSHIP
CLAIMS RESERVE ACCOUNT
PO BOX 763
CHRISTIANSTED, VI 00821

281

101-667/216

12-29-15 Date

CHECK 281

Pay to the Order of DUDLEY POPPER & FEUERZEIG LLP | \$ 57,605⁰⁰

FIFTY SEVEN THOUSAND SIX HUNDRED FIVE & 00/100 Dollars

Security Features. Details on back.



BANCO POPULAR

BANCO POPULAR DE PUERTO RICO
Orange Grove Branch
Saint Croix, U.S. Virgin Islands

For 1-9-15 THRU 11-30-15

[Handwritten Signature]

⑆021606674⑆ 190⑈199091⑈ 0281

UNITED CORPORATION PARTNERSHIP
CLAIMS RESERVE ACCOUNT
PO BOX 763
CHRISTIANSTED, VI 00821

305

101-667/216

4-2-16

DATE

CHECK NUMBER

Pay to the
Order of

DUDLEY TOPPER & FEUERERIG

\$9,680⁰⁰

NINE THOUSAND SIX HUNDRED EIGHTY & ⁰⁰/₁₀₀ DOLLARS

Security
Features
Include
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BANCO POPULAR DE PUERTO RICO
Orange Grove Branch
Saint Croix, U.S. Virgin Islands

For

INV # 168038

Edgar W. Low

⑆021606674⑆ 190 199091 0305

POSTED

MATTER LEDGER REPORT

Client **6254 Yusuf, Fahti**
 Matter **1 adv. Hamed, Mohammad (Time Related to Liquidating Partner Duties)**

Code	Name	Date	Rate	Hours	\$ Value	Ref #	Text
GHH	Gregory H. Hodges	02/06/15	400.00	2.10	840.00	15M3190	Prepare for and attend conference with Ross, et.al. re status and course of action re accounts; teleconference with Gaffney and G. Dudley re updated BS; review updated BS and email to Holt re same
GHH	Gregory H. Hodges	02/20/15	400.00	0.30	120.00	15N3720	Teleconference with Gaffney re course of action re 2014 tax return.
GHH	Gregory H. Hodges	02/23/15	400.00	0.90	360.00	15N5053	Review and respond to multiple emails from Holt, Ross, and Grey re status and course of action re bank accounts, inventories, liquidation of store, etc.
GHTD	George H.T. Dudley	02/23/15	425.00	0.70	297.50	15N7590	Review emails from E. Ross and J. Holt re dissolution process; review Ross email re United's name being on the liquidation accounts; conference with G. Hodges re Ross's email
GHH	Gregory H. Hodges	03/03/15	400.00	0.60	240.00	15O1489	Review emails from Ross re new accounts; teleconference with Gaffney re store transfers.
GHH	Gregory H. Hodges	03/05/15	400.00	1.50	600.00	15O6079	Review master's order; conference with G. Dudley re same; teleconference with Ross re same.
GHTD	George H.T. Dudley	03/05/15	425.00	1.50	637.50	15O9310	Review Master's Order; conference with GHH re Order; conference call with GHH and Judge Ross re Order, implications and consequences of same and need for a similar order re Plaza East.
GHH	Gregory H. Hodges	03/24/15	400.00	3.10	1,240.00	15P8754	Begin draft of first bi-monthly report.
CKP	Charlotte K. Perrell	03/25/15	295.00	1.50	442.50	15P8863	Review Beckstedt's List of Pending Cases and compare with our prior list, email to Beckstedt to confirm discrepancies; update our list and consolidate with Beckstedt's information.
GHH	Gregory H. Hodges	03/25/15	400.00	2.00	800.00	15Q0505	Complete draft of and revise first bi-monthly report; email exchange with C. Perrell re Exhibit C-1 to same.
GHH	Gregory H. Hodges	03/26/15	400.00	0.80	320.00	15Q0950	Conference with C. Perrell re updated list of pending litigation against United; review and revise same; review and revise bi-monthly report.
GHH	Gregory H. Hodges	03/30/15	400.00	0.60	240.00	15Q4187	Email Gaffney re bi-monthly report; teleconference with Gaffney and MY re same; finalize and file first bi-monthly report.
GHH	Gregory H. Hodges	05/19/15	400.00	0.40	160.00	15U2705	Review emails from Holt and Dema re payment of Dema fees; email and teleconference with FY re same; email to Holt and Dema re same.

1st Bi-Monthly Rpt



GHH	Gregory H. Hodges	05/20/15	400.00	1.80	720.00	15U3520	Multiple email exchanges with Gaffney re status and course of action re various accounting issues.
GHH	Gregory H. Hodges	05/21/15	400.00	1.20	480.00	15U4731	Conference with G. Dudley re status and course of action re bank account/accounting issues; email exchanges with Gaffney re same; teleconference with Gaffney re same.
GHTD	George H.T. Dudley	05/21/15	425.00	0.70	297.50	15U8894	Conference with G. Hodges re materials to be included in next bi-monthly report of liquidating partner filed with Court; conference call with G. Hodges and J. Gaffney re financial records.
GHH	Gregory H. Hodges	05/22/15	400.00	0.70	280.00	15U5833	Email exchange with CJH re bi monthly report; email Gaffney re same.
GHTD	George H.T. Dudley	05/22/15	425.00	1.90	807.50	15V2286	Review financial information prepared by J. Gaffney; conference with G. Hodges re financial information provided by Gaffney and what is to be included in liquidating partners bi-monthly report; conference call with Gaffney re matter.
GHH	Gregory H. Hodges	05/26/15	400.00	0.50	200.00	15U6784	Email exchange with MY and Holt re Shevlin letter re stock split; review Shevlin's 4/10/15 letter.
GHH	Gregory H. Hodges	05/26/15	400.00	2.40	960.00	15U7428	Draft second bi-monthly report; conference with G. Dudley re same.
GHH	Gregory H. Hodges	05/27/15	400.00	3.80	1,520.00	15U7888	Review and revise second bi-monthly report; email to client group and Gaffney re same; teleconferences with FY re accounting re inflows/outflows from CRA, LEA, and other operation accounts; conference with G. Dudley re draft bi-monthly report; email exchanges with Gaffney re same.
GHTD	George H.T. Dudley	05/27/15	425.00	1.60	680.00	15V3847	Review and edit draft of second bi-monthly report; conference with GHH re financial info to be included with report and related issues; review emails from J. Gaffney re matter.
GHH	Gregory H. Hodges	05/28/15	400.00	2.30	920.00	15U9594	Review and revise draft second bi-monthly report; email exchange with Gaffney re same; conference with G. Dudley re same.
GHTD	George H.T. Dudley	05/28/15	425.00	1.20	510.00	15V4181	Review draft report; review emails from J. Gaffney re financial records; conference with G. Hodges re Gaffney email and information to be provided to Holt et al.; conference call with G. Hodges and J. Gaffney.
GHH	Gregory H. Hodges	05/29/15	400.00	0.90	360.00	15V0150	Teleconference with Gaffney re draft report; review and revise draft bi-monthly report; email client group re same.
GHH	Gregory H. Hodges	06/01/15	400.00	5.30	2,120.00	15V1844	Review emails from Gaffney with financial information to be provided to Master and Hamed; email exchanges with Gaffney re same; teleconference with Gaffney and FY re same; final revisions to report; email to Ross and Holt re same; review and reply to email from CJH re pre-transfer AP information.
GHTD	George H.T. Dudley	06/01/15	425.00	1.30	552.50	15V4258	Review additional comments from J. Gaffney on second bi-monthly report; conference with GHH re Gaffney comments; review email from GHH to E. Ross et al. transmitting reports; conference with GHH re filing same with Superior Court; review attachments to email.

2nd Bi-Monthly Rpt



2nd Bi-Monthly Rpt

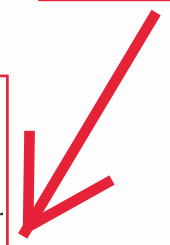


GHH	Gregory H. Hodges	06/02/15	400.00	1.30	520.00	15V2216	Review emails from CJH re alleged reporting deficiencies; review email from Gaffney re APs; teleconference with FY re \$19K refund and APs; review Gaffney email re same.
GHH	Gregory H. Hodges	06/05/15	400.00	1.70	680.00	15V5962	Email exchanges with CJH re second report and course of action; teleconference with Gaffney re same; email exchange with Gaffney re same.
GHTD	George H.T. Dudley	06/05/15	425.00	0.20	85.00	15W0634	Review C. Hartmann further emails re demand for additional financial information; conference with G. Hodges re Hartman's demand.
GHTD	George H.T. Dudley	07/02/15	425.00	0.70	297.50	15Y4994	Conference with GHH re 2014 tax return and next report from liquidating partner.
GHH	Gregory H. Hodges	07/08/15	400.00	0.40	160.00	15Y3180	Teleconference with Gaffney re status of store transfers due after June 15 and reconciliation of actual expenses of liquidation with projected expenses
GHH	Gregory H. Hodges	07/13/15	400.00	2.10	840.00	15Y6317	Draft third bi-monthly report of Liquidating Partner.
GHH	Gregory H. Hodges	07/14/15	400.00	1.10	440.00	15Y7564	Review email from Holt re Isaac mediation; email to and teleconference with FY and NY re course of action re same; email NY re same; teleconference with C. Beckstedt re same.
GHH	Gregory H. Hodges	07/15/15	400.00	1.60	640.00	15Y8808	Conference with G. Dudley re 3d bi-monthly report; further revise draft of same; email FY/Gaffney re same; email exchanges with CJH re same; email from CB re settlement of Isaac matter; review and revise list of pending cases and bi-monthly report re same.
GHTD	George H.T. Dudley	07/15/15	425.00	0.50	212.50	15Z1914	Review 3d Bi-Monthly Report to Court; conference with GHH re edits to report.
GHTD	George H.T. Dudley	07/15/15	425.00	0.20	85.00	15Z2612	Review email from J. Bailey re non-payment of rent for office in Buccaneer Mall; review J. Holt email re same; review J. Gaffney email re same.
GHTD	George H.T. Dudley	07/15/15	425.00	0.20	85.00	15Z4031	Conference with GHH re latest emails from C. Hartmann complaining about delayed reconciliation of actual vs. budgeted expenses for liquidation/windup of plaza partnership.
GHH	Gregory H. Hodges	07/16/15	400.00	0.50	200.00	15Y9696	Review emails from Gaffney re tax returns and information re receipts/disbursements.
GHTD	George H.T. Dudley	07/16/15	425.00	0.50	212.50	15Z4042	Several emails with GHH and J. Gaffney re 3d Report by Liquidating Partner.
GHH	Gregory H. Hodges	07/17/15	400.00	1.50	600.00	15Z0680	Review and revise draft third bi-monthly report; email to Gaffney/FY re sharing information; review emails from Gaffney to Ross/Holt re receipts/disbursements; email exchange with Gaffney re same.
GHTD	George H.T. Dudley	07/17/15	425.00	1.20	510.00	15Z5662	Review emails and attachments from J. Gaffney re STT Bank Reconciliations; conference with GHH re same and advisability of providing to Holt, et al.; edit transmittal email to be used by Gaffney.
GHH	Gregory H. Hodges	07/18/15	400.00	1.20	480.00	15Z1136	Review emails from Gaffney re Hartmann claims re salaries; review file re same; email to Hartmann re same.

Yusuf Response to Hamed's Objection to 2nd Bi-Monthly Rpt



3rd Bi-Monthly Report



Yusuf Response to Hamed's Objection to 2nd Bi-Monthly Rpt

3rd Bi-Monthly Report



GHTD	George H.T. Dudley	07/18/15	425.00	0.40	170.00	1526662	Review C. Hartmann email to GHH re payment of Hamed and Yusuf sons until proper notice of termination is provided; conference with GHH re matter; review GHH email to C. Hartmann re payment of F. Yusuf as liquidating partner.
GHTD	George H.T. Dudley	07/19/15	425.00	0.20	85.00	1525670	Review J. Gaffney email with attached notice from the IRS re Unemployment Taxes due for 2012 in the amount of \$280,000; conference with GHH re matter.
GHH	Gregory H. Hodges	07/20/15	400.00	1.20	480.00	1522139	Review emails from CJH re salary and accounting issues; reply to same; email exchange with Gaffney re same and course of action re meetings with Judge Ross; teleconference with FY and NAD re same.
GHTD	George H.T. Dudley	07/20/15	425.00	0.90	382.50	1525670	Review Plaza Extra monthly income statements and related financial information received from J. Gaffney
GHH	Gregory H. Hodges	07/21/15	400.00	2.70	1,080.00	1523490	Review emails from Gaffney re accounting info through 6/30/15; teleconference with Gaffney and G. Dudley re same; review email from CB re pending cases and reserves; conference with G. Dudley re reserves.
GHTD	George H.T. Dudley	07/21/15	425.00	2.50	1,062.50	1525776	Review materials received from J. Gaffney re accountings; conference with GHH re matter; conference call with GHH and J. Gaffney re matter; review GHH email to Gaffney authorizing release of info to J. Holt and Magistrate.
GHH	Gregory H. Hodges	07/22/15	400.00	2.20	880.00	1524635	Review and revise third bi-monthly report; email to G. Dudley re same; review and reply to emails from Gaffney and CPA monitors (Kaufman Rossin) re various orders in partnership case.
GHH	Gregory H. Hodges	07/23/15	400.00	0.20	80.00	1524700	Review email from CB re status and course of action re Hippolyte v. United.
GHH	Gregory H. Hodges	07/23/15	400.00	2.10	840.00	1525161	Review G. Dudley comments to draft third bi-monthly report; review and revise same; emails to Gaffney and FY re same; review emails from Gaffney re financial information supporting LP report and to be shared with Holt et al; reply to same; further revise report re timing of LP accounting and n.2 re BNS account.
GHTD	George H.T. Dudley	07/23/15	425.00	1.80	765.00	1529523	Review financial info prepared by J. Gaffney; conference with GHH and conference call with Gaffney re payment made to F. Yusuf for difference in value between East and West; edit draft of third bi-monthly report.
GHH	Gregory H. Hodges	07/24/15	400.00	0.80	320.00	1526188	Conference with G. Dudley and Gaffney re financial information to be provided to Holt.
GHTD	George H.T. Dudley	07/24/15	425.00	2.80	1,190.00	1600433	Review financial information sent by J. Gaffney; conference call with GHH and Gaffney re questions on statements and required revisions to same.
GHTD	George H.T. Dudley	07/27/15	425.00	0.80	340.00	1600457	Review J. Gaffney's email and attached revised financials to be supplied to J. Holt; review GHH emails re same.

3rd Bi-Monthly Report



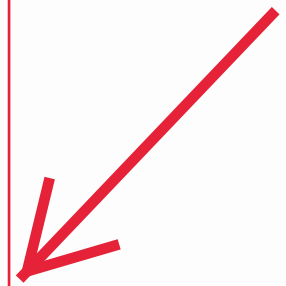
GHTD	George H.T. Dudley	08/13/15	425.00	0.40	170.00	1617830	Review email with attached Topa invoice from J. Bailey; conference with CKP re additional time and need for continued occupancy of rented space; review J. Holt email re Topa invoice.
GHH	Gregory H. Hodges	08/24/15	400.00	0.40	160.00	1618453	Review motion to clarify and objection to 3rd report filed by Holt.
GHH	Gregory H. Hodges	08/25/15	400.00	1.40	560.00	1619065	Review Bailey email re rent and forward to client group; review file and begin outlining responses to motion to clarify and objection to report.
GHH	Gregory H. Hodges	08/26/15	400.00	3.40	1,360.00	1620830	Continue drafting opposition to motion to clarify and response to objection to bi-monthly reports.
GHTD	George H.T. Dudley	08/26/15	425.00	0.80	340.00	1625193	Review J. Gaffney email to J. Bailey re rent payments; conference with GHH re status of case; review J. Bailey reply email to Gaffney; review Gaffney email and attached spreadsheets for Plaza West; conference with GHH re Gaffney email; review GHH email to Gaffney re need for a conference call to discuss issues.
GHH	Gregory H. Hodges	09/01/15	400.00	1.10	440.00	1623815	Final revisions to response to objection to bi-monthly reports; emails to client group re same; teleconference with FY re same.
GHH	Gregory H. Hodges	09/21/15	400.00	2.40	960.00	1638162	Review Holt email re Tutu Park real property taxes and course of action re same; conference with G. Dudley re same; draft reply to Holt email after reviewing 1/7/15 order, plan, and master's orders re Tutu Park.
GHTD	George H.T. Dudley	09/21/15	425.00	0.70	297.50	1650063	Review email from Joel Holt re demand for payment of property taxes by Tutu Mall landlord for property taxes recently assessed by Tax Assessor based on Tax Assessor's earlier mistakes; conference with GHH re matter.
GHH	Gregory H. Hodges	09/22/15	400.00	3.00	1,200.00	1640232	Teleconference with FY re Tutu Park taxes; review draft letter re same; review and revise email to Holt re taxes; email to GHTD re same; conference with GHTD re course of action re accounting issues; email to Holt re taxes; teleconference with FY re email to Holt re course of action re taxes; draft 4th bi-monthly report.
GHH	Gregory H. Hodges	09/23/15	400.00	1.30	520.00	1640667	Review and revise 4th bi-monthly report; email to Gaffney re same.
GHH	Gregory H. Hodges	09/26/15	400.00	0.20	80.00	1643356	Review email from Russell re tax invoices.
GHH	Gregory H. Hodges	09/28/15	400.00	1.20	480.00	1644650	Teleconference with FY re Tutu Park taxes and course of action re same; email to Gaffney re 4th bi-monthly report; email to CKP re same; email to G. Dudley re Tutu park taxes.
GHTD	George H.T. Dudley	09/28/15	425.00	0.40	170.00	1653822	Conference with GHH re property tax reimbursement to Tutu Park and United to receive a proportionate share for Plaza East; review lease re matter.
GHH	Gregory H. Hodges	09/29/15	400.00	2.50	1,000.00	1645426	Email to Holt re Tutu Park taxes; email exchanges with Gaffney re accounting info for bi-monthly report; teleconference with Gaffney re reconciliation of actual expenses against projected; review and revise draft bi-monthly report.

3rd Bi-Monthly Report

Yusuf Response to Hamed's Objection to 3rd Bi-Monthly Rpt



4th Bi-Monthly Rpt



GHH	Gregory H. Hodges	09/30/15	400.00	1.00	400.00	1646167	Review emails from Gaffney re financial information to be provided to Holt and Judge Ross; email exchange re same.
GHH	Gregory H. Hodges	09/30/15	400.00	1.20	480.00	1647375	Review financial information Gaffney intends to provide to Holt/Ross; email Gaffney re same; review and revise 4th bi-monthly report and file same; emails to Gaffney re covering letter for financial information provided to Holt.
GHH	Gregory H. Hodges	10/01/15	400.00	1.30	520.00	1648029	Teleconference with FY re 4th bi-monthly report; email to FY re course of action re payments to Tutu Park, Ltd; review and reply to email from Gaffney re financial info provided to Ross/Holt.
GHH	Gregory H. Hodges	10/01/15	400.00	1.00	400.00	1648982	Draft further stipulation re timing of accounting; email exchange with Holt re same; teleconference with FY re taxes for Tutu Park; teleconference with Russell re course of action re releases.
GHTD	George H.T. Dudley	10/01/15	425.00	0.40	170.00	1663364	Conference with GHH re property tax reimbursement and additional rent claimed by Tutu Park; review GHH email to F. Yusuf re matter.
GHTD	George H.T. Dudley	10/02/15	425.00	0.30	127.50	1664016	Review invoice for rent at Buccaneer Mall received from J. Bailey; review J. Holt email approving payment of same.
GHH	Gregory H. Hodges	10/05/15	400.00	1.60	640.00	1649662	Review email from Gaffney re course of action re payment of Tutu Park taxes; reply to 9/29 letter from Holt re partnership assets; email FY re same; teleconference with FY re draft reply to Holt.
GHH	Gregory H. Hodges	10/07/15	400.00	2.60	1,040.00	1652359	Review emails from Gaffney re GR figures for STT store to be shared with Judge Ross/Holt; reply to same; teleconferences with FY re percentage rent; review emails from Holt and Russell re same; reply to same; teleconference with Russell re same.
GHH	Gregory H. Hodges	10/15/15	400.00	0.30	120.00	1659497	Review email from Judge Ross re status and course of action re partnership liquidation; email client group re same
GHTD	George H.T. Dudley	10/15/15	425.00	0.40	170.00	1688696	Conference with GHH re email received from Ross requesting list of other properties/assets requiring attention of liquidating partner.
GHH	Gregory H. Hodges	10/16/15	400.00	0.70	280.00	1659940	Review financial information provided by Gaffney on 10/11/15 to address status/liquidation issues raised by Judge Ross in his 10/15 email.
GHH	Gregory H. Hodges	10/19/15	400.00	1.80	720.00	1661367	Email to FY re remaining partnership assets to liquidate/separate; teleconference with FY re same; review bi-monthly reports in order to draft list of remaining partnership property requested by Ross; review file to determine any pending motions that may affect partnership liquidation; email to attorney group re same; begin work on "list" Judge Ross wants filed by 10/23/15.
GHH	Gregory H. Hodges	10/20/15	400.00	1.50	600.00	1663367	Draft, review, and revise list of remaining partnership property to be liquidated and pending motions affecting partnership property.
GHH	Gregory H. Hodges	10/21/15	400.00	1.30	520.00	1663923	Review letter from Holt re disputed land; email FY re same; review and revise draft list in response to Judge Ross directive; email client group re same.
GHH	Gregory H. Hodges	10/22/15	400.00	1.00	400.00	1664622	Email exchange with LEB re 1/2 acre disputed parcel; review and revise draft list re disputed 1/2 acre; email to FY re same.
LEB	Leslie E. Bush	10/22/15	150.00	0.80	120.00	1664942	E-mail exchange with GHH re 2-4 Charlotte Amalie research.

4th Bi-Monthly Rpt

4th Bi-Monthly Rpt

4th Bi-Monthly Rpt

Plot 2-4 Rem.,
STT



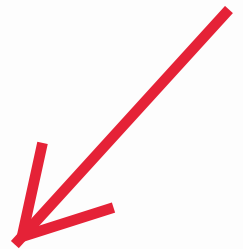
Plot 2-4 Rem.,
STT



GHH	Gregory H. Hodges	10/23/15	400.00	2.30	920.00	1666480	Teleconference with FY re 1/2 acre and course of action re same; review and finalize list of issues for Ross; email exchanges with Holt and Harthman re same and 1/2 acre.
GHTD	George H.T. Dudley	10/23/15	425.00	0.50	212.50	1671846	Conference with GHH re final accounting to be filed by liquidating partner and prepare for same by J. Gaffney; conference call with GHH and Gaffney to discuss contents of final accounting and preparation of same.
GHTD	George H.T. Dudley	10/26/15	425.00	0.20	85.00	1672077	Conference with GHH re liquidating partner accounting by J. Gaffney.
GHH	Gregory H. Hodges	10/27/15	400.00	0.30	120.00	1669732	Email exchange with Gaffney re partnership accounting due 11/16/15.
GHTD	George H.T. Dudley	10/28/15	425.00	0.20	85.00	1672364	Conference call with GHH and J. Gaffney re liquidating partner accounting to be filed with Court.
GHH	Gregory H. Hodges	11/03/15	400.00	0.20	80.00	1673950	Email Gaffney re status of partnership accounting.
GHH	Gregory H. Hodges	11/04/15	400.00	0.50	200.00	1675174	Email exchange with Gaffney re status of partnership accounting; conference with G. Dudley re same.
GHTD	George H.T. Dudley	11/04/15	425.00	0.20	85.00	1683074	Review J. Gaffney email; conference with GHH re timing of preparation of final accounting.
GHH	Gregory H. Hodges	11/05/15	400.00	1.00	400.00	1676347	Email to Gaffney re partnership accounting; review email from Gaffney re same; review draft balance sheet; email to G. Dudley re same.
GHH	Gregory H. Hodges	11/09/15	400.00	1.10	440.00	1678334	Conference with G. Dudley re draft balance sheets re liquidation process received from Gaffney; teleconference with Gaffney re course of action re revisions to same.
GHTD	George H.T. Dudley	11/09/15	425.00	1.10	467.50	1683099	Review partnership accounting prepared by J. Gaffney; conference with GHH re additional information needed with accounting to be filed with court; conference call with Gaffney and GHH re footnotes needed for accounting.
GHH	Gregory H. Hodges	11/11/15	400.00	2.50	1,000.00	1680841	Review Gaffney's revised financials for Partnership accounting; email to Gaffney re questions concerning same and notes to same; review Gaffney reply.
GHTD	George H.T. Dudley	11/11/15	425.00	0.80	340.00	1683395	Review draft of Gaffney's report; conference with GHH re edits to report to better explain numbers; review GHH email to J. Gaffney with questions re numbers in draft report.
GHH	Gregory H. Hodges	11/12/15	400.00	2.10	840.00	1681048	Conference with G. Dudley re Gaffney draft report; conference with G. Dudley and Gaffney re same; draft notice re submission of Partnership accounting.
GHTD	George H.T. Dudley	11/12/15	425.00	1.50	637.50	1686792	Conference call with J. Gaffney re partnership accounting and explanatory footnotes.
GHH	Gregory H. Hodges	11/13/15	400.00	1.80	720.00	1681764	Review and revise notice re service of accounting; review revised partnership accounting from Gaffney; reply to Gaffney re same; email to FY re course of action re same; email exchange with Gaffney re further updating the Partnership accounting with BPPR securities October statement.

GHTD	George H.T. Dudley	11/13/15	425.00	1.20	510.00	1686974	Review updated accounting report received from J. Gaffney; conference with G. Hodges re updated report, timing of filing of same.
GHH	Gregory H. Hodges	11/15/15	400.00	0.40	160.00	1682537	Review revised partnership accounting from Gaffney; email to Gaffney and FY re same.
GHTD	George H.T. Dudley	11/15/15	425.00	0.30	127.50	1688984	Review J. Gaffney email to G. Hodges re revisions to partnership accounting to reflect activities in the BP securities account; review accounting.
GHH	Gregory H. Hodges	11/16/15	400.00	1.30	520.00	1683086	Review and reply to email from Gaffney re accounting; conference with G. Dudley re same; email to FY re authorization to submit same; teleconference with FY re same; email to Ross/Holt re same.
GHTD	George H.T. Dudley	11/16/15	425.00	0.70	297.50	1696529	Review Gaffney's revised Partnership Account and draft of Notice of Service prepared by G. Hodges; conference with G. Hodges re Gaffney's accounting and draft notice.
GHH	Gregory H. Hodges	11/17/15	400.00	1.60	640.00	1686123	Draft fifth bi-monthly report; conference with CKP re pending litigation and claims reserve.
GHH	Gregory H. Hodges	11/19/15	400.00	0.80	320.00	1686526	Review and revise fifth bi-monthly report; email to Gaffney and CKP re same.
GHH	Gregory H. Hodges	11/23/15	400.00	0.50	200.00	689447	Email to Gaffney re fifth bi-monthly report and updated financial info needed; review Gaffney response.
GHH	Gregory H. Hodges	11/24/15	400.00	2.50	1,000.00	1689902	Review email from Gaffney regarding financial info to be provided with fifth bi-monthly report; conference with G. Dudley re same; reply to Gaffney re same; teleconference with Gaffney and G. Dudley re same; begin review of financial info sent by Gaffney to be referenced in the bi-monthly report; teleconference with FY re course of action re bi-monthly reports.
GHTD	George H.T. Dudley	11/24/15	425.00	1.30	552.50	1691983	Review G. Hodges email with September Report (through August) prepared by J. Gaffney and draft of latest report; conference with G. Hodges re discrepancies; conference call with G. Hodges and J. Gaffney re simply extending September Report to 10/31/15 and adding footnotes to explain any changes in numbers; review Gaffney emails with revised report.
GHH	Gregory H. Hodges	11/25/15	400.00	2.00	800.00	1690853	Complete review of the updated financial information that supports or is referenced in fifth bi-monthly report; finalize the report; email Gaffney re sending the updated financial information to Judge Ross and Holt.
GHTD	George H.T. Dudley	11/25/15	425.00	1.00	400.00	1694487	Review J. Gaffney proposed final liquidation accounting and comparison to budget; review emails between Gaffney and G. Hodges; conference with G. Hodges re final account and filing of same with Judge Ross.
CKP	Charlotte K. Perrell	11/25/15	295.00	0.30	88.50	16A1118	Correspondence to Carl Beckstedt for update as to status of United Litigation as to Bi-Monthly report.
GHTD	George H.T. Dudley	11/30/15	425.00	1.00	425.00	1697520	Review J. Gaffney emails re 10/31/15 budget comparison and details for partner distributions and supporting documents; conference with GHH re Gaffney emails.

5th Bi-Monthly Rpt



5th Bi-Monthly Rpt



CKP	Charlotte K. Perrell	11/30/15	295.00	0.20	59.00	16A1113	Coordinate for filing the Bi-Monthly report.
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Total Unbilled: 57,605.00

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

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Invoice No. 167848

February 1, 2016

Fathi Yusuf and United Corporation
Mike Yusuf
P.O. Box 908
Christiansted
St. Croix, VI 00821

Re: Services Relating to Liquidating Partner Duties
Our File #6254-10004

6th Bi-Monthly Rpt

Date		Services	Hours	Amount
01/04/16	GHH	Conference with CKP re status of establishing reserve amount for PI cases pending and contemplated.	0.10	40.00
01/14/16	GHH	Email to Gaffney re 2/1/16 deadline for next bi-monthly report.	0.20	80.00
01/26/16	GHH	Initial draft of sixth bi-monthly report; email with CKP re reserves for pending/contemplated litigation.	1.80	720.00
01/27/16	GHH	Review and revise draft sixth bi-monthly report; email to Gaffney re same; teleconference with Gaffney re same and updated financial information; further revise draft report.	1.80	720.00
01/31/16	GHH	Review Holt 1/28/16 declaration re reconciliations submitted with bi-monthly reports and forward to Gaffney; review Gaffney response; email exchange with Gaffney re financial information to be provided with sixth bi-monthly report; review and revise draft report; email to FY re final draft of report.	1.60	640.00
01/31/16	GHH	Teleconference with FY re sixth bi-monthly report; conference with G. Dudley re same; finalize and file same; teleconferences with Gaffney re comparison of updated financial information with previously provided information; review all updated financial information.	2.70	1,080.00

HAMD640258

**DUDLEY, TORPER
AND FEUERZEIG, LLP**

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Invoice No. 168038

March 1, 2016

Fathi Yusuf and United Corporation
Mike Yusuf
P.O. Box 908
Christiansted
St. Croix, VI 00821

Re: Services Relating to Liquidating Partner Duties
Our File #6254-10004

Yusuf Response to
Hamed's Objection to
6th Bi-Monthly Rpt

Date		Services	Hours	Amount
02/17/16	GHH	Review, revise, finalize and file/serve oppositions to motions to disqualify and to remove LP; email to FY re same; begin drafting response to objection to sixth bi-monthly report; email to Gaffney re response to Holt's declaration of 2/8/16.	4.50	1,800.00
02/17/16	GHH	Review email from Gaffney re information responsive to objection to sixth bi-monthly report; teleconference with FY re same; begin drafting response to objection to sixth bi-monthly report.	2.30	920.00
02/19/16	GHH	Continue drafting of response to objection to sixth bi-monthly report.	2.80	1,120.00
02/19/16	GHH	Complete initial draft of response to objection to sixth bi-monthly report and review and revise same,	1.60	640.00
02/22/16	GHH	Review and revise response to objection to sixth bi-monthly report; email to FY re same.	2.20	880.00
02/23/16	GHH	Review and revise response to objection to sixth bi-monthly report; email exchange with FY re same; teleconference with FY re same; compile exhibits to same.	1.80	720.00
02/24/16	GHH	Email exchange with Gaffney re hours worked and matching checks; finalize and file reply to objection to sixth bi-monthly report.	0.80	320.00



Exhibit 3

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

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

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF and
DECLARATORY JUDGMENT

ORDER RE DISQUALIFICATION OF DUDLEY, TOPPER, AND FEUERZEIG

~~THIS MATTER is before the Court on Plaintiff/Counterclaimant Mohammad Hamed's Motion to Disqualify Dudley, Topper, and Feuerzeig (DTF) from any Further Involvement in these Proceedings (Motion), filed January 29, 2016; Defendants/Counterclaimants Fathi Yusuf (Yusuf) and United Corporation's (United) (collectively, the Defendants) Opposition thereto, filed February 17, 2016; and Plaintiff's Reply thereto, filed February 22, 2016; and Plaintiff's Supplemental Authority Re Motion to Disqualify Dudley, Topper and Fuererzeig [sic] (Supplement), filed July 20, 2016. For the reasons that follow, Plaintiff's Motion will be denied.~~

Legal Standard

Virgin Islands Rules of Professional Conduct, as established by Supreme Court Rule 211, effective February 1, 2014, govern the conduct of members of the Virgin Islands Bar Association. *Cianci v. Chaput*, 2016 V.I. Supreme LEXIS 24, *15-17 (V.I. 2016) (citing *In re Nevins*, 60 V.I. 800, 804 n.1 (V.I. 2014)).

Discussion

Virgin Islands Supreme Court Rule 211.1.7 governs conflicts of interest pertaining to current clients, as follows:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

~~(1) the representation of one client will be directly adverse to another client; or~~

~~Defendants respond that the motion to disqualify DTF is simply a smokescreen to dispute Judge Ross's approval of billings by DTF paid out of Partnership funds. Opposition, at 7.² Defendants state that DTF's representation is appropriate and that to hire an outside attorney to represent the Liquidating Partner would be unnecessary and add greater expense to the Partnership. *Id.* at 5. Defendants explain that~~

~~Hamed's failure to even try to support the notion that the Liquidating Partner is the Partnership is understandable, because that clearly is not the case. The Partnership between Hamed and Yusuf was a business organization formed by the two of them for operating three supermarkets on St. Thomas and St. Croix. The Liquidating Partner is a position created by the Court to facilitate the liquidation and winding up of the Partnership under judicial supervision. The court order creating this position carefully circumscribes the duties of the Liquidating Partner and makes the exercise of all of those duties subject to oversight by the Master, Judge Ross. The duties of the Liquidating Partner, as set forth in the Order creating that office, include the "power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of the Partnership, pay and settle debts, and marshal Partnership Assets for equal distribution to the Partners following payment of all Debts and a full accounting by the Partners.~~

~~*Id.* at 3. (citing Windup Plan § 4).~~

~~The Court finds that it is unnecessary to disqualify DTF. The Court is satisfied that the strict system of judicial oversight over all decisions made by the Liquidating Partner via the bi-monthly reports serves as a sufficient safeguard against such potential conflict. That is, even to the extent that the dual roles of Yusuf and DTF may involve conflicting interests, there is sufficient transparency in the liquidation process to avoid impropriety and collusion between Yusuf as an individual, and Yusuf in his capacity as the Liquidating Partner. Thus, the Court finds that the Partnership, the Liquidating Partner, and Yusuf's interests are not so directly adverse to each other to require the attorney's disqualification.~~

~~The Court has already considered whether Yusuf should have been conflicted out of serving in the role of Liquidating Partner and found Yusuf, notwithstanding the conflicting interests, to nonetheless be the most appropriate choice for Liquidating Partner. See Order adopting Final Windup Plan, entered January 7, 2015. To the extent that Plaintiff objects to specific, individual items in DTF's billing, it is more appropriate to resolve billing issues following submission of the Master's Report and~~


~~² "[I]n a January 23, 2016 email to Judge Ross not attached to Hamed's motion, his attorney, Joel H. Holt, admitted that so long as DTF was not being paid by the Partnership for any services it provided to the Liquidating Partner, there would be no basis for 'ethical action' by Hamed. As such, it is clear that this motion is not about any supposed ethical conflicts at all, but is instead about whether Judge Ross should have approved and paid the DTF billing in full, or should have disapproved payment for some of the entries." *Id.* at 3.~~

Recommendation rather than by the disqualification of DTF. The Court notes that Plaintiff has filed responses and objections to the bi-monthly reports of the Liquidating Partner. Such filings are the appropriate vehicle for raising such objections that will ultimately be resolved at the conclusion of the litigation.

In light of the foregoing, it is hereby

ORDERED that Plaintiff's Motion to Disqualify Dudley, Topper and Feuerzeig from any Further Involvement in these Proceedings is DENIED.

DATED: August 5, 2016.


DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By:


Court Clerk Supervisor
8/5/16

Exhibit 4

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

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

Plaintiff/Counterclaim Defendant,)

vs.)

FATHI YUSUF and)
UNITED CORPORATION,)

Defendants/Counterclaimants,)

vs.)

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

Counterclaim Defendants.)

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

**PLAINTIFF’S MOTION TO DISQUALIFY DUDLEY, TOPPER AND FEUERZEIG
FROM ANY FURTHER INVOLVEMENT IN THESE PROCEEDINGS**

~~The law firm of Dudley, Topper and Feuerzeig LLP (“DTF”) has represented the Defendants in this case, Fathi Yusuf and United Corporation, for the past several years. However, on December 24, 2015, counsel for the Plaintiff was informed for the first time that DTF entered into representation of Fathi Yusuf in his role as the Liquidating Partner of the partnership so that DTF now also represents the partnership. See Hodges’ Email to Judge Edgar Ross attached as Exhibit 1. That email had a bill attached for services rendered, seeking payment of these fees from the partnership assets from February, 2015 through November 30, 2015.~~

~~It is respectfully submitted that DTF’s representation of the partnership requires it to be disqualified from continuing to represent the Defendants herein.~~

~~To disqualify counsel because of this conflict requires nothing more than showing that counsel is attempting to represent potentially adverse parties. However, in this case, DTF's bill includes work done for the partnership that is directly adverse to the partnership's interests.~~

In this regard, there is a .57 acre lot in St. Thomas that is in the name of DTF's client, United Corporation, that belongs to the partnership, Parcel No.2-4 Rem. Estate Charlotte Amalie. It was purchased by Plessen Corporation for \$350,000 in 2006, which United Corporation had loaned to it, secured by a mortgage. When asked about this small parcel in his deposition earlier in this action, Fathi Yusuf unequivocally stated in part as follows (See **Exhibit 2** at pp. 80-81):

Q. And the Tutu Park property, is that also called Ft. Milner, as well?

A. Yeah, it's Ft. Milner or Tut. Its' Ft. Milner, I believe.

Q. Okay. And one is a 9-acre parcel?

A. 9.31

Q. Then the other one is like a half-acre parcel?

A. It's about .53, if I recall.

...

Q. Okay. So, and what I'm trying to get at is there's a half-acre piece in United, that's in the name of United.

A. Yes.

...

Q. Okay. And both of those, the smaller piece and the bigger piece, were purchased with money from the supermarket, so they're 50/50.

A. That's correct. (Emphasis added.)

Notwithstanding this testimony, Yusuf failed to identify this property as partnership property in the Liquidating Partner's July 31st report to this Court, prompting Hamed to file an objection to that report because of his omission. See **Exhibit 3**.

At first, DTF derided Hamed for even raising the issue of the ½ acre, stating in a response to counsel's letter on this issue that United was not asserting any claim to this property. See Group **Exhibit 4**. **However, in the Liquidating Partner's November**

30th report, Yusuf reversed his position, now claiming the property did belong to United and not to the partnership. See Exhibit 5.

Thus, DTF has filed pleadings and sent correspondence that has taken both sides of the issue at different times for different parties. While this Court need not resolve this ownership issue in addressing this motion, DTF's invoice (**Exhibit 1**) contains specific entries that demonstrate that it was billing the partnership for the work it did, reversing itself on the partnership's interest in this land, and subsequently claiming that the partnership (its client!) had no interest and refusing to list the property as a contested asset:

10/05/15	reply to 9/29 letter from Holt re partnership assets; email FY re same; teleconference with FY re draft reply to Holt.
10/20/15	Draft, review, and revise list of remaining partnership property to be liquidated and pending motions affecting partnership property.
10/21/15	Review letter from Holt re disputed land; email FY re same.
11/17/15	Draft fifth by-monthly report. Conference with CKP re pending litigation and claims reserve.
11/19/15	Review and revise fifth bi-monthly report, email to Gaffney and CKP re same.
11/23/15	Email to Gaffney re fifth bi-monthly report

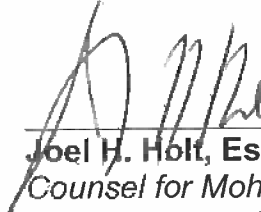
Of course, this work, which DTF has represented was done "for" the partnership, really was done to serve Yusuf and United, not the partnership. Otherwise DTF never would have submitted pleadings (being charged to the partnership) that benefited Yusuf and United as opposed to the partnership. In short, DTF is acting directly contrary to its "client", the partnership, and for the benefit of DTF's other two clients, Yusuf and United.

~~A full analysis of this billing demonstrates numerous other instances where DTF acted contrary to the interests of the partnership. However, the simple fact is that the Supreme Court's admonition in *King* against representing potentially conflicting interests~~

~~materially adverse to the interests of the former client unless
the former client gives informed consent, confirmed in writing.~~

~~This rule clearly applies here. Thus, DTF must be disqualified from proceeding further
in this case.~~

Dated: January 29, 2016



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CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of January, 2016, I served a copy of the foregoing Memorandum by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

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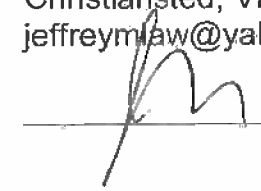


Exhibit 5

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

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

THE VIDEOTAPED ORAL DEPOSITION OF FATHI YUSUF

was taken on the 2nd day of April, 2014, at the Law Offices
of Adam Hoover, 2006 Eastern Suburb, Christiansted,
St. Croix, U.S. Virgin Islands, between the hours of
9:17 a.m. and 4:16 p.m., pursuant to Notice and Federal
Rules of Civil Procedure.

Reported by:

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

FATHI YUSUF -- DIRECT

1 property?

2 A. No. I have a contract.

3 Q. So if I went over to Jordan and did a title
4 search -- I don't even know if they do that -- it would show
5 the property's still in both your names?

6 A. Yes.

7 Q. And the Tutu Park property, is that also called
8 Ft. Milner, as well?

9 A. Yeah, it's Ft. Milner or Tutu. It's Ft. Milner, I
10 believe.

11 Q. Okay. And one is a 9-acre parcel?

12 A. 9.31.

13 Q. Then the other one is like a half-acre parcel?

14 A. It's about .53, if I recall.

15 Q. Okay.

16 A. Not too sure exactly.

17 Q. And -- and both of those properties were supposed
18 to belong 50 percent to you and 50 percent to Hamed?

19 A. Up to the time he give me his word, it was 50/50.
20 After that, I would assume all is mine.

21 Q. Okay. So, and what I'm trying to get at is I know
22 there's a half-acre piece in United, that's in the name of
23 United?

24 A. Yes.

25 Q. But that was actually purchased with --

FATHI YUSUF -- DIRECT

1 **A.** This is part of the --

2 **Q.** Bigger piece?

3 **A.** -- of the one he pledge to settle the number I
4 give him at our first meeting.

5 **Q.** Okay. And both of those, the smaller piece and
6 the bigger piece, were purchased with money from the
7 supermarket, so they're 50/50.

8 **A.** That's correct.

9 **Q.** Okay. And, you know, you keep referring back to
10 the testimony yesterday of Mr. Mohammad Hamed.

11 Did you hear him say anything that you think
12 is incorrect or untruthful?

13 **A.** A lot, unfortunate. A lot of what he say, I don't
14 agree with.

15 **Q.** Okay. Let me come back to that.

16 All right. So getting back to the exhibit in
17 front of you, I'm just going to read you two more clauses
18 and then we'll be done with this one.

19 The third -- the third clause from the bottom
20 says, Whereas the partners have shared profits, losses,
21 deductions, credits and cash --

22 **A.** Excuse me. Where -- where it says that? What
23 page?

24 **Q.** The page you're on, right there.

25 **A.** This?

Exhibit 6

~~the price of \$4,050,000 plus \$220,000 in fees attributable to the Tutu Park Litigation~~
(collectively, the “Tutu Park Purchase Price”), which has been paid.³

Pursuant to the express provisions of the Wind Up Order (p.5), § 8(2) of the Plan, and the April 30 Master’s Order (p.2), Hamed was obligated to obtain releases of the Partnership and Yusuf from any further leasehold obligations to Tutu Park, Ltd. when he assumed sole ownership and control of the Tutu Park store as of May 1, 2015. Despite repeated demands, Hamed has failed to provide the required releases that are a precondition to the valid transfer of the Tutu Park store. In the absence of the prompt delivery of such releases, the Tutu Park store will require the further attention of the Liquidating Partner and the Court for separation.⁴ Given the passage of more than nine (9) months since the releases should have been delivered, the Liquidating Partner is requesting the Court’s intervention regarding the final disposition of the Tutu Park store.

The Liquidating Partner is also working to resolve issues involving recent claims presented by Tutu Park, Ltd. concerning property taxes for the years 2012, 2013, and 2014 and percentage rents claimed due for the period November 1, 2014 through October 31, 2015. The Liquidating Partner and Master authorized the payment of the entire, allocable taxes for 2012 and 2013 in the amount of \$79,009.87 and a check for that amount has been delivered to Tutu Park, Ltd. The property taxes for 2014 and 2015 have not yet been billed, but reserves will be

³ Because the Tutu Park Purchase Price was paid to Yusuf using Partnership funds, Yusuf was in fact paid an equal amount from the CRA representing a matching distribution to him of the funds used by Hamed to purchase Plaza Extra Tutu Park.

⁴ At the closed auction for the Tutu Park store, the Partners agreed before the Master that the inventory to be included in the auction consisted of the inventory located under the roof of the store facilities. After the auction, Yusuf learned that Hamed or his designee, KAC357, Inc., took possession of 6 trailers of inventory located outside of the covered premises. Since the inventory contained in these 6 trailers was indisputably Partnership property, the Liquidating Partner needs to determine what was contained in these trailers and the value of such content. Although Yusuf has claimed he is entitled to ½ of the value, the Master has rejected that claim.

set aside to pay these taxes.⁵ The Liquidating Partner rejected Tutu Park, Ltd.'s claim for percentage rents in the amount of \$41,462.28 because all parties concede that no percentage rents were due as of the effective transfer of the Tutu Park store.

To date, no Partnership Assets requiring liquidation beyond those described above have been identified by or to the Liquidating Partner.⁶ Hamed has inquired about the disposition of ½ acre of unimproved land located on St. Thomas that is allegedly owned by the Partnership and more particularly described as Parcel No. 2-4 Rem. Estate Charlotte Amalie, No. 3 New Quarter, St. Thomas, as shown on OLG Map. No. D9-7044-T002 (the "Land"). Yusuf submits that the Land has been erroneously carried on the balance sheet of the Partnership, because the record owner of the Land, pursuant to a Warranty Deed dated July 26, 2006 and recorded August 24, 2006, was Plessen Enterprises, Inc. ("Plessen"), a corporation jointly owned by the Hamed and Yusuf families. The Land was encumbered by a mortgage dated August 24, 2006 from Plessen to United in the face amount of \$330,000. Pursuant to a Deed In Lieu Of Foreclosure dated October 23, 2008 and recorded on March 24, 2009, Plessen conveyed the Land to United. Pursuant to a Release Of Mortgage dated October 23, 2008 and recorded on March 24, 2009, United released its mortgage covering the Land.⁷ Copies of the Deed In Lieu Of Foreclosure and Release Of Mortgage have been provided to the Master and Hamed.

⁵ If the Liquidating Partner determines that the Partnership is responsible to Tutu Park, Ltd. for additional rent in the form of taxes or otherwise, the Partnership would be obligated to pay United comparable amounts since the rent for the Plaza Extra East store was pegged by formula to the rent for the Tutu Park store, as recognized in this Court's Memorandum Opinion and Order entered on April 27, 2015. For example, when the \$79,009.87 was paid to Tutu Park, Ltd., the Liquidating Partner and the Master authorized the payment of \$89,442.92 to United based on that formula.

⁶ With the permission of the Master, a 2005 Toyota Camry owned by the Partnership and used primarily by NejeH Yusuf in connection with his co-management of Plaza Extra Tutu Park was purchased by United on May 1, 2015 for the sum of \$5,000.

⁷ The fourth bi-monthly report contained dated information. After that report was filed, counsel for the Liquidating Partner learned of the subsequent conveyance of the Land to United.

Accordingly, the Liquidating Partner does not intend to pursue liquidation of the Land or the mortgage since the Partnership has no continuing interest in either.⁸

~~An updated balance sheet was provided to counsel and the Master on February 6, 2015, as required by § 9, Step 4 of the Plan. Combined balance sheets and income statements for the Partnership as of December 31, 2015 and supporting general ledger, cash reconciliation, accounts receivable aging, and accounts payable aging information (collectively, the “Financial Information”) have been provided to the Master and Hamed with or prior to this report. John Gaffney, an accountant who has been engaged on behalf of and paid by the Partnership, has compiled the Financial Information, which the Liquidating Partner believes is generally reliable and historically accurate.⁹~~

The pending litigation identified in Exhibit C to the Plan was updated by the more detailed list attached as Exhibit C-1 to the first bi-monthly report. Since that updated Exhibit was prepared, the Allembert and Isaac claims have been settled. The Liquidating Partner is attempting to establish appropriate reserves for all pending litigation and any future litigation that may be filed within the two year statute of limitations period for personal injuries allegedly occurring prior to the transfer of the Plaza Extra Stores. Such reserves will be established out of the funds in the CRA.

DUDLEY, TOPPER
AND FEUERZEIG, LLP

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P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

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⁸ On August 18, 2015, Hamed filed a “Notice of Objection to Liquidating Partners Bi-Monthly Reports” (the “Objection”), which raised the issue of the Land, among other issues, but acknowledged that these issues would be addressed in the “claims portion” of the liquidation process. On September 3, 2015, Yusuf filed his Response to the Objection.

⁹ The submission of the Financial Information by the Liquidating Partner is not intended to impair or otherwise affect the right of either Partner to submit his proposed accounting and distribution plan contemplated by § 9, Step 6, of the Plan.

Hamed v. Yusuf, et al.
Civil No. SX-12-CV-370
Page 7

~~Liquidating Partner's duties, pursuant to § 4 of the Plan. The Liquidating Partner and the Master have authorized the payment of those fees.~~

Pursuant to a "Further Stipulation Regarding Motion to Clarify Order of Liquidation" filed with the Court on October 5, 2015 and "So Ordered" on November 13, 2015, the Partners stipulated that the Liquidating Partner will provide the Master and Hamed with the Partnership accounting required by § 5 of the Plan on November 16, 2015, which was done, and the Partners will submit their proposed accounting and distribution plans contemplated by § 9, Step 6, of the Plan to each other and the Master by March 3, 2016.

~~Respectfully submitted this 1st day of February, 2016.~~

DUDLEY, TOPPER and FEUERZEIG, LLP

By: 

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Attorneys for the Liquidating Partner

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YUSF230186

Hamed v. Yusuf, et al.
Civil No. SX-12-CV-370
Page 8

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of February, 2016, I caused the foregoing **Liquidating Partner's Sixth Bi-Monthly Report** to be served upon the following via e-mail:

Joel H. Holt, Esq.
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YUSF230187

Exhibit 7

**United Corporation West (Pship)
General Ledger
For the Period From Jan 1, 2015 to Dec 31, 2015**

Account ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
10000	Cash - Petty	1/1/15			Beginning Balance			11,000.00
10000	Cash - Petty	3/31/15	JE31	GENJ	ADJUST NOMINAL CASH ON HAND DIFF TO OTHER INC		1,000.00	
10000	Cash - Petty	3/31/15	XJE31-01	GENJ	HAMED DISTRIB FOR CASH ON HAND		10,000.00	
10000	Cash - Petty				Change		11,000.00	-11,000.00
10100	Cash - Registers	1/1/15			Beginning Balance			11,450.00
10100	Cash - Registers	3/31/15	XJE31-01	GENJ	HAMED DISTRIB FOR CASH ON HAND		11,450.00	
10100	Cash - Registers				Change		11,450.00	-11,450.00
10200	Cash - Safe	1/1/15			Beginning Balance			77,950.00
10200	Cash - Safe	1/12/15	SJ12	GENJ	DAILY POS (CHANGE ORDER)		11,000.00	
10200	Cash - Safe	1/12/15	JE12	GENJ	RETURN CK MUTILATED	11,000.00		
10200	Cash - Safe	1/15/15	JE15	GENJ	RETURN CHECK MUTILATED	7,000.00		
10200	Cash - Safe	1/18/15	SJ18	GENJ	DAILY POS (CHANGE ORDER)		7,000.00	
10200	Cash - Safe	2/18/15	SJ18	GENJ	DAILY POS ENTRY		15,800.00	
10200	Cash - Safe	2/19/15	SJE19	GENJ	RETURN CK MUTILATED	15,800.00		
10200	Cash - Safe	2/25/15	SJ25	GENJ	DAILY POS ENTRY		5,500.00	
10200	Cash - Safe	2/25/15	JE25	GENJ	OPEN NEW BANCO 9075 PSHIP LIQUIDATION		500.00	
10200	Cash - Safe	2/25/15	JE25	GENJ	OPEN NEW BANCO 9091 CLAIMS RESERVE		500.00	
10200	Cash - Safe	2/26/15	SJE26	GENJ	CASH REQ.	5,500.00		
10200	Cash - Safe	3/9/15	SJE09	GENJ	CASH REQUES	1,000.00		
10200	Cash - Safe	3/31/15	JE31	GENJ	RECLASS EXCESS CASH DEP ERROR POSTED TO KAC LIAB		49,843.33	
10200	Cash - Safe	3/31/15	JE31	GENJ	ADJUST NOMINAL CASH ON HAND DIFF TO OT	443.33		
10200	Cash - Safe	3/31/15	XJE31-01	GENJ	HAMED DISTRIB FOR CASH ON HAND		28,550.00	
10200	Cash - Safe				Change	40,743.33	118,693.33	-77,950.00
10300	Cash - Bank Op'g 6269	1/1/15			Beginning Balance			-389,444.08
10300	Cash - Bank Op'g 6269	1/1/15	SJ01	GENJ	DAILY POS ENTRY	9,957.24		
10300	Cash - Bank Op'g 6269	1/1/15	SJ01	GENJ	DAILY POS ENTRY	22,524.71		
10300	Cash - Bank Op'g 6269	1/1/15	JE01	GENJ	O/S CHK 9303 NOT SENT TO VENDOR ASSUME	385.00		
10300	Cash - Bank Op'g 6269	1/2/15	SJ02	GENJ	DAILY POS ENTRY	27,982.57		
10300	Cash - Bank Op'g 6269	1/2/15	SJ02	GENJ	DAILY POS ENTRY	11,948.73		
10300	Cash - Bank Op'g 6269	1/2/15	SJ02	GENJ	DAILY POS ENTRY	58.00		
10300	Cash - Bank Op'g 6269	1/3/15	SJ03	GENJ	DAILY POS ENTRY	33,987.63		
10300	Cash - Bank Op'g 6269	1/3/15	SJ03	GENJ	DAILY POS ENTRY	7,122.78		
10300	Cash - Bank Op'g 6269	1/4/15	SJ04	GENJ	DAILY POS ENTRY	10,174.60		
10300	Cash - Bank Op'g 6269	1/4/15	SJ04	GENJ	DAILY POS ENTRY	21,467.28		
10300	Cash - Bank Op'g 6269	1/5/15	9373	CDJ	VI DAILY NEWS		358.64	
10300	Cash - Bank Op'g 6269	1/5/15	9374	CDJ	CARIBBEAN REFRIGERATION & MECH		1,179.43	
10300	Cash - Bank Op'g 6269	1/5/15	9375	CDJ	ST. CROIX GAS		3,137.09	
10300	Cash - Bank Op'g 6269	1/5/15	9376	CDJ	SUN CROIX FOODS LLC		628.00	
10300	Cash - Bank Op'g 6269	1/5/15	9377	CDJ	URIAS JN BAPTISTE		1,817.00	
10300	Cash - Bank Op'g 6269	1/5/15	9378	CDJ	ADT SECURITIES SYSTEMS V.I.		110.25	
10300	Cash - Bank Op'g 6269	1/5/15	9379	CDJ	HADDON HOUSE FOOD PRODUCTS		11,924.31	
10300	Cash - Bank Op'g 6269	1/5/15	9380	CDJ	BADIA SPICES INC		1,069.20	
10300	Cash - Bank Op'g 6269	1/5/15	9381	CDJ	ASSOCIATED GROCERS OF FL		82,154.61	
10300	Cash - Bank Op'g 6269	1/5/15	9382	CDJ	AMERICAN FRUIT & PRODUCE		26,229.97	
10300	Cash - Bank Op'g 6269	1/5/15	9383	CDJ	HAPCOR INC		594.80	
10300	Cash - Bank Op'g 6269	1/5/15	9384	CDJ	MONEL INC		1,127.90	
10300	Cash - Bank Op'g 6269	1/5/15	9385	CDJ	NIAGARA BOTTLING LLC		15,540.00	
10300	Cash - Bank Op'g 6269	1/5/15	9386	CDJ	BECKSTEDT & ASSOCIATES		2,121.50	
10300	Cash - Bank Op'g 6269	1/5/15	SJ05	GENJ	DAILY POS ENTRY	598.76		
10300	Cash - Bank Op'g 6269	1/5/15	SJ05	GENJ	DAILY POS ENTRY	19,771.25		
10300	Cash - Bank Op'g 6269	1/5/15	SJ05	GENJ	DAILY POS ENTRY	14,968.39		
10300	Cash - Bank Op'g 6269	1/6/15	9387	CDJ	BANCO POPULAR ADVANTAGE VISA		19,049.00	
10300	Cash - Bank Op'g 6269	1/6/15	9388	CDJ	BANCO POPULAR ADVANTAGE VISA		18,548.00	
10300	Cash - Bank Op'g 6269	1/6/15	9389	CDJ	BANCO POPULAR ADVANTAGE VISA		16,874.00	
10300	Cash - Bank Op'g 6269	1/6/15	9390	CDJ	BANCO POPULAR ADVANTAGE VISA		19,981.00	
10300	Cash - Bank Op'g 6269	1/6/15	9391	CDJ	BANCO POPULAR ADVANTAGE VISA		17,405.23	
10300	Cash - Bank Op'g 6269	1/6/15	9393	CDJ	US CUSTOMS AND BORDER PROTECTI		1,013.76	
10300	Cash - Bank Op'g 6269	1/6/15	9394	CDJ	US CUSTOMS AND BORDER PROTECTI		159.36	
10300	Cash - Bank Op'g 6269	1/6/15	9395	CDJ	US CUSTOMS AND BORDER PROTECTI		12.42	
10300	Cash - Bank Op'g 6269	1/6/15	9396	CDJ	US CUSTOMS AND BORDER PROTECTI		32.82	
10300	Cash - Bank Op'g 6269	1/6/15	9392	CDJ	FOOD XPORT		1,566.20	
10300	Cash - Bank Op'g 6269	1/6/15	9397	CDJ	US CUSTOMS AND BORDER PROTECTI		975.84	
10300	Cash - Bank Op'g 6269	1/6/15	9398	CDJ	US CUSTOMS AND BORDER PROTECTI		188.88	
10300	Cash - Bank Op'g 6269	1/6/15	9399	CDJ	BANCO POPULAR ADVANTAGE VISA		40,527.16	
10300	Cash - Bank Op'g 6269	1/6/15	SJ06	GENJ	DAILY POS ENTRY	8,389.73		
10300	Cash - Bank Op'g 6269	1/6/15	SJ06	GENJ	DAILY POS ENTRY	22,958.00		
10300	Cash - Bank Op'g 6269	1/6/15	SJ06	GENJ	DAILY POS ENTRY	14,468.96		
10300	Cash - Bank Op'g 6269	1/6/15	31813747	CDJ	INTERNAL REVENUE SERVICE		10,553.56	
10300	Cash - Bank Op'g 6269	1/6/15	12874525	CDJ	INTERNAL REVENUE SERVICE		9,904.58	
10300	Cash - Bank Op'g 6269	1/7/15	DD-33664	PRJ	KHADIJAH P. SOMERSZAUL		190.99	
10300	Cash - Bank Op'g 6269	1/7/15	DD-33665	PRJ	GEORGE J. SOMERSZAUL III		249.19	
10300	Cash - Bank Op'g 6269	1/7/15	DD-33666	PRJ	CECIL N. GUMBS		210.55	
10300	Cash - Bank Op'g 6269	1/7/15	DD-33667	PRJ	ABDELKRIM BOUCENNA		1,086.42	

EXHIBIT
7

Account ID	Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
10600	Cash - Bank Claims 9091	7/31/15	225	CDJ	BECKSTEDT & ASSOCIATES		475.00	
10600	Cash - Bank Claims 9091	7/31/15	226	CDJ	BECKSTEDT & ASSOCIATES		3,705.00	
10600	Cash - Bank Claims 9091	7/31/15	216	GENJ	VOID LOST CK 204 TO SUSAN C NISSMAN	832.00		
10600	Cash - Bank Claims 9091	7/31/15	216	GENJ	REPLACE LOST CK 204 TO SUSAN C NISSMAN		832.00	
10600	Cash - Bank Claims 9091	7/31/15	217	GENJ	SUB CRA CK 217 FOR STT SCOTIA CK 41649 TO TROPICAL SHIP		11,941.00	
10600	Cash - Bank Claims 9091	7/31/15	228	GENJ	SUB WEST CRA CK 228 FOR STT SCOTIA CK 41650 TO BLUE OC		299.75	
10600	Cash - Bank Claims 9091	7/31/15	229	GENJ	CRA CK 229 TO PAY OLD UNITED NAT'L FOODS 2013-14 OPEN IT		3,581.29	
10600	Cash - Bank Claims 9091	7/31/15	230	GENJ	CRA CK 230 TO PAY OLD EAST MASA FOR EMP'S		311.26	
10600	Cash - Bank Claims 9091	7/31/15	218	GENJ	SUB CRA CK 218 FOR STT CK 41647 TO AP PURATOS		948.90	
10600	Cash - Bank Claims 9091	7/31/15	227	GENJ	VOID CK 211 TO GALLOW'S BAY PASTRY TO C	65.72		
10600	Cash - Bank Claims 9091	7/31/15	227	GENJ	REPLACE CK 211 TO GALLOW'S BAY BAKERY TO CORRECT NAM		65.72	
10600	Cash - Bank Claims 9091	8/17/15	JE17	GENJ	MERRILL LYNCH ACCOUNT CLOSURE	336,378.45		
10600	Cash - Bank Claims 9091	8/25/15	231	CDJ	V.I. EMPLOYMENT SECURITY AGENC		42,200.00	
10600	Cash - Bank Claims 9091	8/25/15	232	CDJ	V.I. EMPLOYMENT SECURITY AGENC		16,775.00	
10600	Cash - Bank Claims 9091	8/25/15	233	GENJ	TOPA PROPERTIES PAYMENT FOR AUGUST 2015 INV:69312		733.33	
10600	Cash - Bank Claims 9091	8/25/15	234	GENJ	TOPA PROPERTIES ADVANCE PAYMENT FOR SEPTEMBER		733.33	
10600	Cash - Bank Claims 9091	8/25/15	235	CDJ	ANDA INC.		82.08	
10600	Cash - Bank Claims 9091	8/25/15	238	CDJ	PUERTO RICO SUPPLIES GROUP		1,199.72	
10600	Cash - Bank Claims 9091	8/25/15	237	CDJ	AT&T MOBILITY		120.32	
10600	Cash - Bank Claims 9091	8/25/15	236	CDJ	AT&T MOBILITY		282.28	
10600	Cash - Bank Claims 9091	10/1/15	240	GENJ	CRA CK 240 TO REPLACE LOST CRA CK 218 TO AP PURATOS		948.90	
10600	Cash - Bank Claims 9091	10/1/15	240	GENJ	CRA CK 240 TO REPLACE LOST CRA CK 218 TC	948.90		
10600	Cash - Bank Claims 9091	10/1/15	241	GENJ	CRA CK 241 TO OTTLEY COMM (WSTA RADIO) FOR STT		23.64	
10600	Cash - Bank Claims 9091	10/1/15	242	GENJ	CRA CK 242 TO KLR SVCS FOR STT		280.00	
10600	Cash - Bank Claims 9091	10/1/15	243	GENJ	CRA CK 243 TO CARIBBEAN FOODSVC FOR STT		722.92	
10600	Cash - Bank Claims 9091	10/1/15	244	GENJ	CRA CK 244 TO WGOD RADIO FOR STT		300.00	
10600	Cash - Bank Claims 9091	10/1/15	245	GENJ	CRA CK 245 TO MEDINA BAKERY FOR STT		825.00	
10600	Cash - Bank Claims 9091	10/1/15	246	GENJ	CRA CK 246 TO WAPA FOR STT		32,836.73	
10600	Cash - Bank Claims 9091	10/1/15	248	GENJ	CRA CK 248 TO HADDON HOUSE FOR STT		8,922.72	
10600	Cash - Bank Claims 9091	10/1/15	249	GENJ	CRA CK 249 TO TROPICAL SHIPPING FOR STT DISPUTED PMT		10,242.00	
10600	Cash - Bank Claims 9091	10/1/15	251	GENJ	DUE TO/FR SETTLEMENT RE STMT AT 9/30/15		183,381.91	
10600	Cash - Bank Claims 9091	10/1/15	252	GENJ	CRA CK 252 TO STERENSON FORMEL FRGHT FOR STT		35.00	
10600	Cash - Bank Claims 9091	10/6/15	255	GENJ	TUTU PARK MALL 2014 R/E TAX RENT ADJUST		43,069.36	
10600	Cash - Bank Claims 9091	10/6/15	256	GENJ	UNITED CORP % RENT ADJ RE TUTU PARK MALL PMT		46,990.48	
10600	Cash - Bank Claims 9091	10/6/15	257	GENJ	TOPA PROPERTIES LLC OCTOBER THRU DECEMBER		2,199.99	
10600	Cash - Bank Claims 9091	10/17/15	258	GENJ	VIESA 2013 Q3 DEFICIENCY PLUS PENALTY & INTEREST		9,166.84	
10600	Cash - Bank Claims 9091	10/17/15	259	GENJ	VIDOL ID 12976 STT Q2 SURCHARGE		200.00	
10600	Cash - Bank Claims 9091	10/27/15	JE27	GENJ	TROPICAL SHIPPING 2014 REBATE CK 64312	293,614.74		
10600	Cash - Bank Claims 9091	10/27/15	260	GENJ	WALTRUDE HIPPOLYTE SETTLEMENT		30,000.00	
10600	Cash - Bank Claims 9091	10/27/15	261	GENJ	OTTLEY COMMUNICATIONS WSTA RADIO FOR STT		24.64	
10600	Cash - Bank Claims 9091	11/5/15	263	GENJ	UNITED CORPORATION		89,604.00	
10600	Cash - Bank Claims 9091	11/24/15	258V	GENJ	VOID CK 258 TO VIESA	9,166.84		
10600	Cash - Bank Claims 9091	11/25/15	264	CDJ	BECKSTEDT & ASSOCIATES		6,272.50	
10600	Cash - Bank Claims 9091	11/25/15	265	GENJ	VIESA 2013 Q3 DEFICIENCY RE EAST PMT NOT CLEARED		7,314.60	
10600	Cash - Bank Claims 9091	11/25/15	266	GENJ	VIESA INT/PEN RE Q3 2013 TAX PMT NOT CLR'D		2,071.35	
10600	Cash - Bank Claims 9091	11/25/15	267	GENJ	US CENTRAL BILLING FINAL PMT ON DISPUTED STT INV'S		2,917.50	
10600	Cash - Bank Claims 9091	11/30/15	JE30	GENJ	BANCO 9091 FEE		15.00	
10600	Cash - Bank Claims 9091	12/8/15	270	GENJ	TUTU PARK PMT FOR 2012/13 R/E TAXES		79,009.87	
10600	Cash - Bank Claims 9091	12/8/15	271	GENJ	PLAZA EAST RENT ADJUST RE TUTU PARK 2012/13 R/E TAX		89,442.92	
10600	Cash - Bank Claims 9091	12/8/15	272	GENJ	AMER EXPRESS CHARGE BACK IN STT		130.11	
10600	Cash - Bank Claims 9091	12/8/15	273	GENJ	GEORGE MATTHEW SNF SETTLE FR 1/22/14		5,500.00	
10600	Cash - Bank Claims 9091	12/8/15	274	GENJ	BECKSTEDT & ASSOC RE PSHIP SNF CLAIMS		6,926.25	
10600	Cash - Bank Claims 9091	12/17/15	275	GENJ	RAJA FOODS (STT INV 071186 DTD 3/19/15)		410.00	
10600	Cash - Bank Claims 9091	12/17/15	276	GENJ	INT'L RETAIL (WEST INV 520336 DTD 2/15/15)		5,871.15	
10600	Cash - Bank Claims 9091	12/17/15	277	GENJ	INT'L RETAIL (STT INV 520363 DTD 4/1/15)		675.00	
10600	Cash - Bank Claims 9091	12/17/15	278	GENJ	TUTU PARK MALL (% RENT THRU 10/31/15)		41,462.28	
10600	Cash - Bank Claims 9091	12/17/15	279	GENJ	FATHI YUSUF (TUTU MATCH % RENT)		41,462.28	
10600	Cash - Bank Claims 9091	12/17/15	280	GENJ	JOHN GAFFNEY (ROSS APPROVED BONUS)		3,000.00	
10600	Cash - Bank Claims 9091	12/17/15	281	GENJ	DUDLEY TOPPER (PSHIP LIQUID LEGAL FEES)		57,605.00	
10600	Cash - Bank Claims 9091	12/17/15	282	GENJ	UNITED CORP (NOV AP AGING TOTAL)		30,827.00	
10600	Cash - Bank Claims 9091				Change	27,718,583.65	26,070,147.52	1,648,436.13
		12/31/15			Ending Balance			1,648,436.13
10700	Cash - Bank Liquid 9075	1/1/15			Beginning Balance			
10700	Cash - Bank Liquid 9075	2/25/15	JE25	GENJ	BANCO SVC CHG		10.00	
10700	Cash - Bank Liquid 9075	2/25/15	JE25	GENJ	OPEN NEW BANCO 9075 PSHIP LIQUIDATION	500.00		
10700	Cash - Bank Liquid 9075	3/2/15	JE02	GENJ	FUNDS FR BPPR SECURITIES	1,113,614.05		
10700	Cash - Bank Liquid 9075	3/2/15	JE02	GENJ	FUNDS FR BPPR SECURITIES	8,886,385.95		
10700	Cash - Bank Liquid 9075	3/6/15	101	CDJ	MOHAMMAD HAMED		5,000,000.00	
10700	Cash - Bank Liquid 9075	3/20/15	103	GENJ	CK 103 XFER FR 10700 TO WEST 10300 (BANCO 9075 > 6269)		1,000,000.00	
10700	Cash - Bank Liquid 9075	3/20/15	103	GENJ	CK 102 XFER FR 10700 TO EAST 10300 (BANCO 9075 > 8830)		1,000,000.00	
10700	Cash - Bank Liquid 9075	3/20/15	104	CDJ	EDGAR D. ROSS		25,700.00	
10700	Cash - Bank Liquid 9075	3/24/15	JE24	GENJ	FUNDS FR BPPR SECURITIES	851,293.00		
10700	Cash - Bank Liquid 9075	3/24/15	JE24	GENJ	FUNDS FR BPPR SECURITIES	4,148,707.00		
10700	Cash - Bank Liquid 9075	4/1/15	JE01	GENJ	HARLAND CHECKS ORDER		164.76	
10700	Cash - Bank Liquid 9075	5/1/15	LEA101	GENJ	XFER FR LEA 9075 TO CRA 9091		5,000,000.00	
10700	Cash - Bank Liquid 9075	5/11/15	LEA102	GENJ	XFER FR LEA 9075 TO CRA 9091		2,500,000.00	
10700	Cash - Bank Liquid 9075	5/20/15	LEA103	GENJ	XFER FR LEA 9075 TO CRA 9091		300,000.00	

2014 Tutu Rent

2012-2013 Tutu Property Tax

2015 Tutu Rent

Exhibit 8

United Corporation West (Pship)
Summary of Remaining Partnership Items
For the Period From Jan 1, 2013 to Sep 30, 2015

<u>Location</u>	<u>A/C</u>	<u>A/C Description</u>	<u>Yusuf</u>	<u>Hamed</u>
East	10400	Cash - Banco CC 3307	(176,353.61)	-
East	14500	Due from/to Shopping Ctr	(119,529.01)	-
East	14500	Adjust Re Mtg on 10/01	119,529.01	-
East	20000	Accounts Payable (@ 8/31/15)	326,017.99	-
East	25800	Deposit Error Suspense	193,649.63	-
			<u>343,314.01</u>	<u>-</u>
STT	14000	Due from/to Yusuf	186,819.33	-
STT	25800	Deposit Error Suspense	-	181,355.40
STT	Adjust	Paid to KAC357 in July 2015	-	(181,355.40)
STT	Adjust	Trop Shpg Pd for KAC357	-	(10,242.00)
			<u>186,819.33</u>	<u>(10,242.00)</u>
West	14000	Due from/to Yusuf	120,167.33	-
West	14500	Due from/to Shopping Ctr	(900,000.00)	-
West	14600	Due from/to Hamed	-	(24,700.00)
West	20000	Accounts Payable	(5,632.57)	2,780.41
West	25800	Deposit Error Suspense	-	(39,788.40)
			<u>(785,465.24)</u>	<u>(61,707.99)</u>
		Due from (to) Partnership	<u>(255,331.90)</u>	<u>(71,949.99)</u>
		Partnership Distribution	255,331.90	255,331.90
		Repmt fr NonCash Distrib	<u>(255,331.90)</u>	<u>(71,949.99)</u>
		Net Cash Payout	<u>-</u>	<u>183,381.91</u>

Exhibit 9

Plaza Extra Supermarkets
Balance Sheet
As of December 31, 2013 and Prior Year

	<u>As of 12/31/13</u>	<u>As of 12/31/12</u>
ASSETS		
Current Assets		
10000	\$ 30,000.00	\$ 30,000.00
10100	33,870.00	33,870.00
10200	177,032.00	221,000.00
10300	(923,160.09)	(1,354,119.40)
10350	18,894.76	10,523.05
10400	932,533.54	1,454,852.93
10500	7,703,852.96	4,171,924.43
10900	4,450.00	0.00
11000	43,528.26	135,446.40
12000	9,553,982.58	9,443,569.48
13100	278,216.83	218,740.59
13400	75,006.39	(0.04)
14000	(117,644.33)	(186,819.33)
14100	(491,742.89)	0.00
14300	482,951.56	0.00
14400	8,791.33	0.00
14500	65,688.31	0.00
15100	37,767,429.03	43,069,015.83
15150	(2,324,369.86)	(3,778,720.41)
15200	336,378.45	201,293.74
15250	0.00	1,611,901.72
	53,655,688.83	55,282,478.99
Total Current Assets		
Property and Equipment		
16000	3,478,103.00	6,835,346.00
16100	4,214,919.00	4,214,919.00
16200	7,377,032.21	7,293,445.00
16400	304,241.60	294,445.00
16500	57,050.50	158,405.50
16900	(10,677,827.06)	(12,732,177.00)
	4,753,519.25	6,064,383.50
Total Property and Equipment		
Other Assets		
17000	330,000.00	3,353,652.10
19000	57,963.40	57,963.40
19100	0.00	159,882.79
19150	0.00	5,000,000.00
19200	1,527,708.00	1,527,708.00
19300	5,109,018.00	5,089,018.00
19400	87,004.26	87,004.26
19500	0.00	327,500.00
19600	0.00	500,000.00
	7,111,693.66	16,102,728.55
Total Other Assets		
	\$ 65,520,901.74	\$ 77,449,591.04
Total Assets		

Unaudited - For Management Purposes Only

EXHIBIT

9

Plaza Extra Supermarkets
Balance Sheet
As of December 31, 2013 and Prior Year

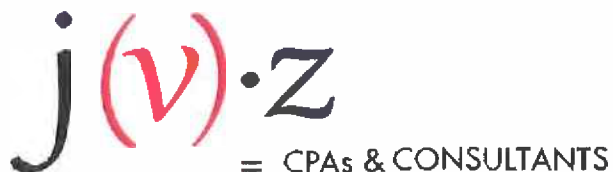
		<u>As of 12/31/13</u>	<u>As of 12/31/12</u>
LIABILITIES AND CAPITAL			
Current Liabilities			
20000	Accounts Payable - Trade	\$ 4,865,244.83	\$ 4,763,465.79
21000	VI Income Tax W/H & Payable	48,033.14	21,308.50
21100	FICA / Medicare Payable	22,931.42	80,075.05
21200	Accrued FUTA Payable	53,297.14	65,992.01
21300	Accrued VI Unemp Tax Payable	28,588.52	9,442.89
21500	Garnishments W/H & Payable	477.80	3,657.91
21700	AFLAC W/H & Payable	4,597.92	2,031.44
21900	MASA W/H & Payable	863.75	0.00
23100	Accrued Gross Rcpts Tx Payable	<u>446,997.03</u>	<u>470,501.65</u>
	Total Current Liabilities	5,471,031.55	5,416,475.24
Long-Term Liabilities			
27000	Tenant Security Deposits	<u>0.00</u>	<u>35,782.99</u>
	Total Long-Term Liabilities	<u>0.00</u>	<u>35,782.99</u>
	Total Liabilities	5,471,031.55	5,452,258.23
Capital			
30000	Common Stock	200,000.00	200,000.00
31000	Additional Paid-In Capital	12,454,539.26	12,454,539.26
32000	Less Cost of Treasury Stock	(400,000.00)	(400,000.00)
33000	Dividend Distrib's (Ptr Draws)	(8,486,132.00)	(3,515,060.00)
39000	Retained Earnings	49,585,658.61	55,837,942.60
	Net Income	<u>6,695,804.32</u>	<u>7,419,910.95</u>
	Total Capital	<u>60,049,870.19</u>	<u>71,997,332.81</u>
	Total Liabilities & Capital	<u>\$ 65,520,901.74</u>	<u>\$ 77,449,591.04</u>

Exhibit 10

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

EXHIBIT
10

~~Exhibit:~~
~~B-2~~



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September 28, 2016

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

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

Dear Attorney Holt:

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

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

For the Firm

JACKSON, VIZCAINO ZOMERFELD, LLP

MEMBERS OF:

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

The Carribbean's full-service accounting firm

JVZ-000002

ATTACHMENT IV - Analysis

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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

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

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

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

Summary Description of Issue Identified:

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

Work performed:

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

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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

ATTACHMENT IV - Analysis

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

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

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

Item 358 - STT Tutu gift certificates

Summary Description of Issue Identified:

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

Work performed:

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

Gaffney's response:

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

Opinion as to the Issue Identified:

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

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

Item 359/362 – Employee Loans

ATTACHMENT IV - Analysis

Opinion as to the Issue Identified:

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

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

The total amount of the claim is \$2,250.00.

Item 468 – Payment to Dudley, Topper and Feuerzeig, LLP (Fathi Yusuf's personal attorney)

Summary Description of Issue Identified:

We noted check #305 recorded on West in 2016 payable to Dudley, Topper and Feuerzeig, LLP, ("DTF"). DTF is the law firm representing the Fathi Yusuf personally.

Work performed:

We interviewed the Hameds regarding this payment to DTF. We were advised that DTF is the personal attorney representing Fathi Yusuf and should not be an expense of the Partnership. We reviewed the Declaration of Joel H. Holt dated February 8, 2016 (Exhibit 272-b) along with its attachments, in particular Exhibit B (matter ledger report from DTF). We also reviewed the Plaintiff's Reply to DTF's Opposition to Disqualify the Firm from any Further Involvement in These Proceedings in *Hamed v Yusuf, et. al.*, SX-12-CV-370, particularly the quote where DTF asserted "[t]he Order needs no clarification because it does not propose that Yusuf's counsel . . . would be paid with partnership funds." (Exhibit 357-b)

Gaffney's response:

John Gaffney was not queried regarding these items because he has not responded to the first two sets of requests and Hamed's counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

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

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

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

ATTACHMENT IV - Analysis

The total amount of the claim is \$9,680.

Item 469 – Unclear general ledger entries regarding Inter Ocean refund

Summary Description of Issue Identified:

We noted a refund from Inter Ocean.

Work performed:

We interviewed the Hameds regarding this unusual journal entry. The Hameds stated that it is not clear whether the portion of the refund owed Hamed has been credited.

Gaffney's response:

John Gaffney was not queried regarding these items because he only responded to a few items in our first query and did not respond at all to the second set of requests. The Hameds' counsel has informed us that they were notified that he would not be answering further such written questions.

Opinion as to the Issue Identified:

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

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

Item 470 – Unclear general ledger entries regarding "Lutheran Family Social Services"

Summary Description of Issue Identified:

We noted an unusual journal entry recorded on West with the following description "LUTHERAN FAM RECOVERY REVERSE PREV AR CHG OFF." This entry is recorded to Dividend Distribution #33000. Write-off of receivables should be recorded to expenses rather than dividend distributions.

Work performed:

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

Gaffney's response: