

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

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

Additional Counterclaim Defendants.)

CIVIL NO. SX-12-CV-370

ACTION FOR INJUNCTIVE
RELIEF, DECLARATORY
JUDGMENT, AND
PARTNERSHIP DISSOLUTION,
WIND UP, AND ACCOUNTING

Consolidated With

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

Plaintiff,)

v.)

UNITED CORPORATION,)

Defendant.)

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND
DECLARATORY JUDGMENT

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

Plaintiff,)

v.)

FATHI YUSUF,)

Defendant.)

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND
CONVERSION

**OPPOSITION TO MOTION AS TO HAMED CLAIMS NOS. H-11 AND H-12:
TWO CONDENSERS AND 100 SHOPPING CARTS**

Defendant/counterclaimant Fathi Yusuf ("Yusuf"), through his undersigned counsel,
respectfully submits this Opposition to the "Motion As To Hamed Claims Nos. H-11 and H-12:

DUDLEY, TOPPER
AND FEUERZEIG, LLP

1000 Frederiksberg Gade
P.O. Box 756

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

(340) 774-4422

Two Condensers and 100 Shopping Carts” filed on January 8, 2018 (the “Motion”). For all of the reasons set forth in this Opposition, the Motion should be denied.

Pursuant to the Final Wind Up Plan of the Plaza Extra Partnership (the “Plan”) approved by this Court’s Order Adopting Final Wind Up Plan dated January 7, 2015 (the “Wind Up Order”)¹, Yusuf was appointed the Liquidating Partner “with the exclusive right and obligation to wind up the Partnership pursuant to this Plan and the provisions of V.I. Code Ann. tit. 26, § 173(c), under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise.” *See* § 3 of the Plan. Under § 8 of the Plan, if the Partners could not agree on the depreciated value of the equipment in the Plaza Extra Stores, “such value shall be determined by a qualified appraiser selected by the Master.”

In an email to the Master on January 20, 2015, counsel for Yusuf informed the Master that he had spoken with counsel for Hamed that afternoon and he was “awaiting his response regarding the equipment values given to him for each store so we can explore the prospect of agreeing on those values.” *See* email attached as **Exhibit 1**. On January 21, 2015, counsel for Hamed provided counsel for Yusuf a draft stipulation for consideration. *See* email and draft stipulation provided with that email attached as **Exhibit 2**. On January 23, 2015, counsel for Yusuf emailed counsel for Hamed with a redlined version of the proposed Stipulation suggesting minor edits. *See* email with enclosed proposed stipulation attached as **Exhibit 3**. After the Master provided his comments on January 25, 2015 to the proposed stipulation, *see* **Exhibit 4**, the stipulation was signed by

¹ Any capitalized terms not otherwise defined in this Opposition shall have the same meaning as provided in the Plan.

counsel for the Partners on January 26, 2015 and “So Ordered” by the Court the next day. *See* Exhibit 1 to the Motion.

In the Motion, Hamed claims that “the parties reviewed what was there, figured out what it was worth to each, and then entered into a stipulation that placed that agreed value on that equipment for each store.” *See* Motion at page 2. This does not comport with the foregoing facts, which reveal that proposed equipment values for the three Plaza Extra Stores were given to counsel for Hamed by counsel for Yusuf in a telephone conversation on January 20, 2015 and that these same equipment values were incorporated without further negotiation into the Stipulation that was ultimately approved by the Court.²

The Condensers

Although the two condensers at issue were ordered on December 11, 2014, *see* **Exhibit 5**, they were not invoiced until January 24, 2015. On February 4, 2015, counsel for Yusuf, as the Liquidating Partner, sent an email to the Master explaining why the invoice for the condensers should be paid by the Partnership over the objection of Hamed and the Master promptly approved the payment for these condensers. *See* email exchange between counsel for Yusuf and the Master on February 4 and 5, 2015 attached as **Exhibit 6**.

On February 9, 2015, counsel for Hamed filed a Notice of Supplementation of the Record Re: The Pending Motion to Stay, which was supported by the same two declarations attached as

² It is noteworthy that promptly after the Stipulation was entered as an order of the Court, counsel for Yusuf sought an agreement clarifying that the equipment values reflected in item 1 of the Stipulation represent the amounts that would be paid by the purchasing partner to the nonpurchasing partner for his 50% interest in the equipment. Counsel for Hamed declined to agree to that requested clarification. *See* email exchange included at Exhibit 3A to the Motion. Although Yusuf chose not to seek reconsideration of the values set forth in the Stipulation based on his mistake concerning how payments would be made, that mistake enabled Hamed to purchase the equipment at two stores for half the value.

Exhibits 2 and 3 to the Motion. This Notice was also served on the Master via email on February 9, 2015, to which the Master promptly responded, in pertinent part, as follows:

The documents in support of the request for payment indicate that the purchase was made in December of 2014, prior to the stipulation. If said purchase was not considered at the time of the stipulation, then an adjustment should be made; if considered, then no adjustment.

See February 9, 2015 email exchange attached as **Exhibit 7**. Hamed disingenuously suggests that Yusuf tried to “pull one over” on the Master when he claims: “The Master, who was not informed of Hamed’s objection or informed of the applicable terms of the January 27th stipulation in Yusuf’s request, approved this purchase – doing so before Hamed’s counsel knew the Master had even been contacted.” See Motion at p. 3. The email attached as Exhibit 6 clearly informed the Master of Hamed’s objection. Obviously, the Master was well aware of the terms of the Stipulation since he directed language to be incorporated in the Stipulation and made sure that the Court was promptly advised of the filing of the Stipulation. Instead of repeatedly making the false claim that the condensers were purchased after the Stipulation, Hamed should have addressed the issue raised by the Master in his February 9 email, namely, was the purchase of the condensers considered at the time of the Stipulation. Clearly, Yusuf considered the purchase of the condensers because his son was responsible for ordering them on December 11, 2014.³ While Hamed may claim that he did not become aware of the purchase until after the Stipulation⁴, that is irrelevant because neither he nor his counsel ever inquired what equipment was included in the \$150,000 figure provided by

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³ He was also the person who ordered two condensers on September 26, 2013, see **Exhibit 8**, after a condenser failure caused the loss of approximately \$60,000 in frozen goods at Plaza Extra East. Although the refrigeration technicians advised that all four condensers should be replaced at that time, only two were ordered then. See Exhibit 6.

⁴ Hamed was certainly aware of the need for the purchase of the two additional condensers before the Stipulation based on the advice of the refrigeration technicians that precipitated the September 2013 purchase order.

counsel for Yusuf on January 20, 2015. His failure to inquire effectively waives any objection to the pre-Stipulation purchase of the condensers.

The Shopping Carts

On February 2, 2015, the Master was informed of a shortage of shopping carts at Plaza Extra East and Yusuf's desire, as Liquidating Partner, "to order 100 new carts so business will not be adversely affected during the liquidation/wind up." The Master promptly approved this purchase. *See* email exchange between counsel for Yusuf and the Master on February 2, 2015 attached as **Exhibit 9**

As the Master will recall, at his very first meeting with the Partners and their counsel, the Partners were encouraged to continue operating the Plaza Extra Stores in the ordinary course of business despite the liquidation and winding up of the Partnership. Yusuf submits that having an adequate supply of shopping carts is simply a cost of doing business for any supermarket. Even though the shopping carts may have been ordered after the Stipulation, they should be treated as an ordinary cost of doing business much like the cost of providing shopping bags.

As the Master will further recall, Hamed filed a Motion to Remove the Liquidating Partner, which specifically relied on Yusuf's purchase of the condensers as a basis for his removal. On February 17, 2016, Yusuf filed his Opposition to that motion. *See Exhibit 10*. The Master's attention is specifically drawn to pages 5-7 of the Opposition, which addressed, among other things, the condensers and shopping carts, and the declaration of John Gaffney attached as Exhibit 6 to that Opposition. The Master is specifically directed to ¶¶ 4 and 5 of Gaffney's declaration addressing the history of his accounting for the purchase of the shopping carts and condensers.

Hamed seeks to leave the Master with the impression that Yusuf has gained some windfall by having the Partnership pay for the shopping carts and condensers. Nothing can be further from the truth. As the Master was previously informed in 2015, the condensers are essentially the only

equipment Yusuf purchased from the Partnership that he did not have to throw out. The reason Plaza Extra East's equipment was in such bad condition was because the Hameds refused to cosign checks to vendors who maintained and repaired the equipment of that store. By way of example, Caribbean Refrigeration and Mechanical, LLC ("CRM") serviced and maintained the refrigeration equipment at all three Plaza Extra Stores. For the period from January 1, 2013 to the date the Plaza Extra Stores were split, a total of approximately \$4,500 was paid by the Partnership to CRM for services rendered at Plaza Extra East, with the last payment being made in August 2013. Over the same period of time, the Partnership paid CRM approximately \$495,000 and \$380,000 for work performed at Plaza Extra Tutu Park and Plaza Extra West, respectively.⁵ This failure to maintain and repair the equipment at Plaza Extra East led to the condenser failure in September 2013. *See* photographs of ruined goods attached as **Exhibits 11 and 12**. Instead of cosigning checks to replace all four condensers when needed or to provide routine maintenance and repairs as they did with the other two stores, the Hameds resorted to crude, jury rigged means to address Plaza Extra East's dilapidated equipment such as putting a sprinkler hose underneath the condensers in order to address over heating issues. *See* photos attached as **Exhibit 13 and 14**. The obvious reason Plaza Extra East was treated as a stepchild by the Hameds is that they knew that Yusuf would ultimately end up with that store.

For all of the foregoing reasons, Yusuf respectfully submits that the Master's ultimate decision to debit the cost of the shopping carts and condensers to the Partnership was the correct decision and that the Motion should accordingly be denied.

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⁵ John Gaffney can provide the supporting accounting information for these figures, if the Master deems it necessary.

Respectfully submitted,

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: January 16, 2018

By:



Gregory H. Hodges (V.I. Bar No. 174)

Stefan B. Herpel (V.I. Bar No. 1019)

Charlotte K. Perrell (V.I. Bar No. 1281)

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804

Telephone: (340) 715-4405

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Attorneys for Fathi Yusuf and United Corporation

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AND FEUERZEIG, LLP**

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CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of January, 2018, I caused the foregoing **Opposition To Motion As To Hamed Claims Nos. H-11 And H-12: Two Condensers and 100 Shopping Carts** to be served upon the following via the Case Anywhere docketing system:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
Quinn House - Suite 2
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
E-Mail: holtvi@aol.com

Carl J. Hartmann, III, Esq.
5000 Estate Coakley Bay – Unit L-6
Christiansted, St. Croix
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E-Mail: carl@carlhartmann.com

Mark W. Eckard, Esq.
ECKARD, P.C.
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E-Mail: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
JEFFREY B.C. MOORHEAD, P.C.
C.R.T. Brow Building – Suite 3
1132 King Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
E-Mail: jeffreymlaw@yahoo.com

The Honorable Edgar D. Ross
E-Mail: edgarrossjudge@hotmail.com



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AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

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EXHIBIT 1

Michele Barber

From: Gregory H. Hodges
Sent: Tuesday, January 20, 2015 9:03 PM
To: edgarrossjudge@hotmail.com
Cc: Nizar DeWood; Charlotte Perrell; Carl Hartmann; Kim Japinga; 'Joel Holt'
Subject: RE: Plaza

Judge Ross,

Further to my email to you of 1/13/15 and to Joel of 1/17/15 (not copied to you), and my telephone conversation with Joel this afternoon, I am awaiting his response regarding the equipment values given to him for each store so we can explore the prospect of agreeing on those values. If we cannot agree on those values, I asked Joel to confirm his understanding that both partners will recommend Mark Park or Dave Ahrens to you as qualified equipment appraisers. I am informed that both of these gentlemen have prior experience dealing with the Plaza Extra Stores' equipment.

While both partners agree that an appraisal of the Tutu Park leasehold is an unnecessary expense, in case the Court will not waive an appraisal, we suggest you consider Steve Jamron or Shep Barrows as appraisers. I agree that Judge Brady apparently overlooked the older Tutu Park case in his Order and Plan.

I have asked my client to confirm that the PR firm that does the physical inventories can still do so on 2/7/15. If so and subject to your approval, they will be engaged.

Although Joel's client has already had complete access to all partnership accounting information from January 2012 to present, I have asked John Gaffney to send an email to David Jackson inviting him to view that information at their mutual convenience. Mr. Gaffney also informed me that he will not be able to produce an updated balance sheet through 12/31/14 before 2/6/15.

The Court's final plan requires bidding for the Plaza Extra trade name even though Joel's 10/21/14 "Comments Re Proposed Winding Up Order" (p.8) provided for bidding *unless* the partners agreed that "the name for any store be transferred with each store...but without either partner being able to use it at any other location" and Mr. Yusuf was amenable to this arrangement. See our 10/28/14 "Response to Hamed's Comments" (p. 12) and Combined Plan (Exhibit 3), §8(5). I have asked Joel to confirm whether his client remains agreeable to this arrangement.

The foregoing is without prejudice to any rights or remedies Mr. Yusuf may have with respect to his pending appeal noticed on 1/5/15 and any appeal he may take in the future with respect to Judge Brady's 1/7/15 Order and Plan. If you have any questions or need any further information, please let me know.

Regards,

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
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Fax: (340) 715-4400
Web: www.DTFLaw.com

Member

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World Ready

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, forwarding or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone and delete the original message immediately. Thank you.

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Tuesday, January 20, 2015 7:26 AM
To: edgarrossjudge@hotmail.com
Cc: Gregory H. Hodges; Nizar DeWood; Charlotte Perrell; Carl Hartmann; Kim Japinga
Subject: Plaza

Judge Ross-several brief comments re the liquidation order:

- 1) I believe Judge Brady should add the second Plaza Tutu case to his order (United v Tutu Park, STT-cv-1997-97)
- 2) I have told Attorney Hodges that my client does not need the appraisal of the Tutu Plaza store if his client wants to agree to waive it.
- 3) As per Step 4 of Judge Brady's Order, we need to (1) see all partnership information from 2012 forward and (2) see an updated balance sheet from the liquidating partner.
- 4) My client called the inventory folks in PR who said they could start Feb 7th, which I have communicated to Greg.

I am at CLE in STT today but can do a call anytime this week.

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

EXHIBIT 2

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Wednesday, January 21, 2015 12:05 PM
To: Gregory H. Hodges; Charlotte Perrell; dewoodlaw@gmail.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com
Subject: stipulation

Greg-here is the draft stip we discussed. in word so you can change as needed.

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

Stipulation

Page 2

of the store's merchandise at its landed cost, as the parties will bid on this store (as ordered by the Court) without regard to its appraised value.

3. The Parties agree that the litigation entitled "United Corporation v Tutu Park Ltd., Civ. No. ST-1997/97" should be added to the definition of the "Tutu Park Litigation" in item #2 of Section 8 and treated as property of that store under the same terms and conditions of the other referenced litigation (United Corporation v. Tutu Park Limited and P.I.D., Inc., Civ. No. ST-01-CV-361).

4. That item #5 in Section 8 shall be amended by replacing that language with the following language:

The parties agreed that the Plaza Extra name for each of the three stores shall be transferred with each store to the Partner receiving that location. United Corporation will sign whatever paperwork is needed to effectuate this transfer as needed. No party will thereafter be able to use the name Plaza Extra at any other location.

5. That the effective date of the Court's Order Adopting Final Wind Up Plan shall be changed from ten(10) days following the date of the original Order to January 29, 2015.

The Parties respectfully request the Court to approve this stipulation forthwith so the foregoing terms replace the referenced terms in the Court's Order Adopting Final Wind Up Plan dated January 7, 2015, with all other terms remaining unchanged.

Dated: January 21, 2015

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

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Email: carl@carlhartmann.com

Nizar A. DeWood
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dewoodlaw@gmail.com

Greg Hodges
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Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of January, 2015, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

Mark W. Eckard
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
email : [jeffreymlaw @yahoo.com](mailto:jeffreymlaw@yahoo.com)

Stipulation
Page 4

Approved and So Ordered this __day of January, 2015

DOUGLAS A. BRADY, JUDGE
Judge of the Superior Court

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: _____
Court Clerk Supervisor

EXHIBIT 3

Michele Barber

From: Gregory H. Hodges <ghodges@dtflaw.com>
Sent: Friday, January 23, 2015 3:41 PM
To: 'Joel Holt'; Charlotte Perrell; dewoodlaw@gmail.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com
Subject: RE: stipulation
Attachments: 15K9986-Draft Stipulation Amending 1 7 15 Order Plan.DOC

Joel,
Attached are our suggested edits to the proposed stipulation. Please let us know how you would like to proceed with same.

Mr. Yusuf is unwilling to increase the amount of the partner withdrawals beyond the amount previously discussed without the stock pledge being in place.

I am available to discuss these issues if you think that would be helpful.

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
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From: Joel Holt [mailto:holtvi@aol.com]
Sent: Wednesday, January 21, 2015 12:05 PM
To: Gregory H. Hodges; Charlotte Perrell; dewoodlaw@gmail.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com
Subject: stipulation

Greg-here is the draft stip we discussed. in word so you can change as needed.

Joel H. Holt, Esq.

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(340) 773-8709

Parties will still do an inventory of the store's merchandise at its landed cost, as the parties will bid on this store (as ordered by the Court) without regard to its appraised value.

3. The Parties agree that the litigation entitled "United Corporation v Tutu Park Ltd., Civ. No. ST-1997-~~CV~~-997" should be added to the definition of the "Tutu Park Litigation" in item #2 of Section 8 of the Plan and treated as property of that store under the same terms and conditions of the other referenced litigation (United Corporation v. Tutu Park Limited and P.I.D., Inc., Civ. No. ST-01-CV-361).
4. That item #5 in Section 8 of the Plan shall be amended by replacing that language with the following language:

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

5. That the effective date of the Court's Order Adopting Final Wind Up Plan shall be changed from ten(10) days following the date of the original Order to January ~~29~~30, 2015.

The Parties respectfully request the Court to approve this stipulation forthwith so the foregoing terms replace the referenced terms in the Court's Order Adopting Final Wind Up Plan dated January 7, 2015, with all other terms remaining unchanged and subject to the rights of any party to appeal.

Dated: January 24~~3~~, 2015

Joel H. Holt, Esq.
Counsel for Plaintiff

Law Offices of Joel H. Holt
2132 Company Street,
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Greg Hodges
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ghodges@dtflaw.com
Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd^{4st} day of January, 2015, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
Special Master
edgarrossjudge@hotmail.com

Mark W. Eckard
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Stipulation
Page 4

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
email : jeffreymlaw @yahoo.com

Approved and So Ordered this __day of January, 2015

DOUGLAS A. BRADY, JUDGE
Judge of the Superior Court

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: _____
Court Clerk Supervisor

EXHIBIT 4

Michele Barber

From: Edgar Ross <edgarrossjudge@hotmail.com>
Sent: Sunday, January 25, 2015 7:01 PM
To: Joel Holt; Gregory H. Hodges; Charlotte Perrell; dewoodlaw@gmail.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com
Subject: RE: stipulation

Add: ..."with the consent and approval of the Master," ... after the word stipulate in the introductory sentence.

Sent via the Samsung GALAXY S@4, an AT&T 4G LTE smartphone

----- Original message -----

From: Joel Holt <holtvi@aol.com>
Date: 01/25/2015 5:35 PM (GMT-04:00)
To: ghodges@dtflaw.com, cperrell@dtflaw.com, dewoodlaw@gmail.com
Cc: carl@carlhartmann.com, kimjapinga@gmail.com, edgarrossjudge@hotmail.com
Subject: Re: stipulation

I made 2 changes--the date and moved signature lines down--as per the attached. I will have a signed copy dropped off at Nizar's office at 8:30 tomorrow so it can be signed, served and filed by him. If he prefers me to serve and file, no problem. Whoever files should deliver an extra copy to Judge Brady's chambers. By copy of this email, I am letting Judge Ross know we have finalized this stipulation for filing tomorrow.

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

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

From: Gregory H. Hodges <ghodges@dtflaw.com>
To: 'Joel Holt' <holtvi@aol.com>; Charlotte Perrell <cperrell@dtflaw.com>; dewoodlaw <dewoodlaw@gmail.com>
Cc: carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>
Sent: Fri, Jan 23, 2015 3:40 pm
Subject: RE: stipulation

Joel,
Attached are our suggested edits to the proposed stipulation. Please let us know how you would like to proceed with same.

Mr. Yusuf is unwilling to increase the amount of the partner withdrawals beyond the amount previously discussed without the stock pledge being in place.

I am available to discuss these issues if you think that would be helpful.

Gregory H. Hodges
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From: Joel Holt [<mailto:holtvi@aol.com>]
Sent: Wednesday, January 21, 2015 12:05 PM
To: Gregory H. Hodges; Charlotte Perrell; dewoodlaw@gmail.com
Cc: carl@carlhartmann.com; kimjapinga@gmail.com
Subject: stipulation

Greg-here is the draft stip we discussed. in word so you can change as needed.

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

EXHIBIT 5

CUSTOMER QUOTE

	Associated Grocers of Florida 4914 Raylene Way Saint Cloud, Florida 34771 Phone: 407-892-2232	 Associated Grocers of Florida	
Ship to:	Plaza Extra - Yusuf	ALT ship to:	
Street	4C & 4 D Estate Sion Farm		
City, st, zip	Christiansted, ST Croix 00821		
Store #:	9431		
Quota #	AG-4095		
Vendor	Coldtek Corp		
Vendor #	0		
Contact	Fernando Herrera		
Date:	December 11, 2014		
Qty	Model Number and Product Description	Ret. Unit Cost	Extended
1	Russell Model #RDD-086-GF4B-3101 Roof Top Condensers (rack C, med) 680,800 BTU Heat of Rejection, R22, 540 rpm "Flying Bird" Motors, 10 fins per inch, 460v-3 phase motors, 230v-1 phase controls Control panel opposite header with non-fused disconnect, AST coated coil,	29,933.51	29,933.51
1	Russell Model #RDD-086-GF4B-3101 Roof Top Condensers (rack D med) 676,200 BTU Heat of Rejection, R22, 540 rpm "Flying Bird" Motors, 10 fins per inch, 460v-3 phase motors, 230v-1 phase controls Control panel opposite header with non-fused disconnect, AST coated coil,	29,933.51	29,933.51
	Standard trucking to Miami included		
		Sub-Total	59,867.02
Tax Rate is based on available knowledge. If the tax structure varies from the supplied information the Customer is ultimately responsible for any additional taxes.		Tax Rate	0.00%
Estimated freight quote from the vendor.		Freight	\$ -
Installation quote the vendor is applicable only if amount is indicated.		Installation	\$ -
Total Applicable taxes		Total Sales Tax	\$ -
AG of Florida, Inc. makes no warranty, expressed or implied, with respect to the quality, merchantability or fitness for a particular purpose of the items quoted herein. Manufacturer's warranties are the only warranties in effect.		Total with any Taxes, Freight, & noted Installation	\$59,867.02
Retailer's Approval Signature: _____			
Scan signed quote and email to: dahrens@cfl.rr.com			

AG of Florida, Inc. is your agent, not a vendor, and cannot guarantee pricing or delivery. However, this is current vendor pricing and will remain available for 30 days. Freight and installation are NOT included unless listed above.

EXHIBIT 6

Michele Barber

From: Edgar Ross <edgarrossjudge@hotmail.com>
Sent: Thursday, February 05, 2015 7:46 AM
To: Gregory H. Hodges
Subject: RE: AG Invoice For \$151,713.52

I approve the payment for the condensers.

Sent via the Samsung GALAXY S@4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Gregory H. Hodges" <ghodges@dtflaw.com>
Date: 02/04/2015 3:39 PM (GMT-04:00)
To: 'Edgar Ross' <edgarrossjudge@hotmail.com>
Cc: fathiyusuf@yahoo.com, "Nizar A. DeWood (dewoodlaw@gmail.com)" <dewoodlaw@gmail.com>
Subject: AG Invoice For \$151,713.52

Judge Ross,

Mr. Yusuf, as Liquidating Partner, proposes to pay Associated Grocers of Florida ("AG") \$151,731.52 for the attached group of invoices for supplies and equipment for Plaza Extra-East. AG has notified Plaza Extra that late payment will result in a finance charge of 8.25% (or \$12,517.93) if payment is not received immediately.

The hold up has resulted from Mufeed's refusal to authorize the payment of \$59,867.02 for condensers ordered in December to replace old condensers that refrigeration technicians have advised should have been replaced long ago. The invoice for the condensers is at page 7 of 14 in the attached.

By way of background, in September 2013, East ordered 2 condensers to replace 2 of its 4 old condensers after a failure caused the loss of approximately \$60,000 in frozen goods. Although the technicians advised that all the condensers should be replaced, only 2 were ordered at the time. Based on the advise of these same technicians, Yusuf ordered 2 more replacement condensers in early December, which were recently delivered and invoiced for \$59,867.02. I am informed that within the last weeks, one of the older condensers failed causing oil/gas leaks and smoke to fill the store.

Given the clear language of §3 of the Plan, Mr. Yusuf feels strongly that the entire AG invoice should be promptly paid to avoid the substantial finance charge and the potential for a significant condenser failure that could result in losses exceeding the cost of the replacement equipment, which should have been purchased long ago. Needless to say, Mr. Hamed claims that Mr. Yusuf should be required to pay for the condensers out of his own money since he will end up with East under the Wind Up Plan. Mr. Yusuf is unwilling to do so because this is clearly an appropriate partnership or wind up expense.

Please let us know whether you approve the prompt payment of the AG invoice.
Regards,

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
Direct: (340) 715-4405
Fax: (340) 715-4400
Web: www.DTFLaw.com

Member

LexMundi
World Ready

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, forwarding or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail or telephone and delete the original message immediately. Thank you.

Check Amount: \$151,713.52
 Discount Taken
 Amount Paid

Item to be Paid - Description

Item to be Paid - Description	Amount Paid
382981 SUN	889.60
382982 SUN	2,327.55
882983 SUN	16,712.10
AG-4095	59,867.02
8599349	5,717.40
8599116	18,695.76
8601033	3,410.62
8601034	175.10
8600995	3,371.05
8591517	11,482.84

Delete

BANCO POPULAR DE PUERTO RICO
 101-687/216

100446
REGALDAR

UNITED CORPORATION D/B/A
 PLAZA EXTRA
 4C & 4D ESTATE SION FARM
 CHRISTIANSTED, VI 00821
 (340) 778-8240 (340) 719-1870

DATE
 Feb 2, 2015

AMOUNT
 \$ *****\$151,713.52

One Hundred Fifty-One Thousand Seven Hundred Thirteen and 52/100 Dollars

PAY
 TO THE
 ORDER
 OF:

ASSOCIATED GROCERS OF FLORIDA INC.
 1141 S.W. 12TH AVENUE
 POMPANO BEACH, FL 33069
 USA

VOID AFTER 60 DAYS

Memo: STORE#9431 AG WEEK 1527

AUTHORIZED SIGNATURE

⑈ 100446 ⑆ ⑆ 02 606674 ⑆ 191 ⑆ 148830 ⑆

UNITED CORPORATION D/B/A PLAZA EXTRA

100446

*VOID 2/3/15
 by Hafe
 Not received
 to make separate
 check*

16:23:28.11

United Corporation East Cash Requirements As of Feb 28, 2015

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

Vendor ID Vendor	Invoice/CM #	Date	Date Due	Amount Due	Disc Amt	Age
ASSOCIATED	CM 416110	1/1/13	1/31/13	-788.25		788
ASSOCIATED GROCERS	CM 425698	1/1/13	1/31/13	-309.90		788
	CM 429995	1/1/13	1/31/13	-419.00		788
	CM 444004	1/1/13	1/31/13	-660.00		788
	CM 478330	1/1/13	1/31/13	-422.10		788
	CM 485820	1/1/13	1/31/13	-1,082.30		788
	CM 505512	1/1/13	1/31/13	-450.60		788
	CM 524998	1/1/13	1/31/13	-182.40		788
	CM 535126	1/1/13	1/31/13	-798.00		788
	CM 528946	1/1/13	1/31/13	-1,012.50		788
	CM 548946	1/1/13	1/31/13	-200.25		788
	CM 550882	1/1/13	1/31/13	-42.80		788
	CM 556320	1/1/13	1/31/13	-348.00		788
	CM 554522	1/1/13	7/13/13	-130.40		788
	CM 562217	1/1/13	1/31/13	-280.20		788
	CM 560313	1/1/13	1/31/13	-239.50		788
	CM 560314	1/1/13	1/31/13	-16.30		788
	CM 562218	1/1/13	1/31/13	-510.00		788
	CM 564730	1/1/13	1/31/13	-21.45		788
	CM 566875	1/1/13	1/31/13	-183.60		788
	CM 566876	1/1/13	1/31/13	-48.60		788
	CM 570915	1/1/13	1/31/13	-350.10		788
	CM 572940	1/1/13	1/31/13	-20.40		788
	CM 576761	1/1/13	1/31/13	-20.40		788
	CM 583195	1/1/13	1/31/13	-645.35		788
	CM 587844	1/1/13	1/31/13	-53.40		788
	CM 594514	1/1/13	1/31/13	-510.00		788
	CM 598903	1/1/13	1/31/13	-688.00		788
	CM 599056	1/1/13	1/31/13	-105.00		788
	CM 601249	1/1/13	1/31/13	-77.70		788
	CM 603407	1/1/13	1/31/13	-31.10		788
	CM 605949	1/1/13	1/31/13	-36.50		788
	CM 568793	1/1/13	1/31/13	-565.90		788
	CM S/FINE YR. 2011	1/1/13	1/31/13	-604.80		788
	CM 259508	1/9/14	2/8/14	-713.79		415
	CM 747285	1/26/14	2/25/14	-433.05		398
	CM 744749	2/5/14	3/7/14	-189.90		388
	CM 8102812	2/26/14	3/28/14	-6,563.80		367
	CM.8072924	3/1/14	3/31/14	-6,361.37		364
	CM.	3/26/14	4/25/14	-720.51		339
	CM 8105711	5/8/14	6/7/14	-24.88		296
	CM 809328	8/1/14	8/31/14	-161.70		211
	CM. 8403451	8/1/14	8/31/14	-111.80		211
	CM 829688	9/17/14	10/17/14	-417.95		164
	113894 EXPRESSION	10/24/14	11/23/14	-49.59		127
	CM 853915	11/19/14	11/23/14	-43.70		107
	CM 845931	11/19/14	11/23/14	-21.00		101
	CM 848585	11/19/14	12/19/14	-132.65		101
	CM 856491	12/5/14	1/4/15	-399.25		85
	CM 863702	12/16/14	1/15/15	-66.45		74
	CM.873633	1/19/15	2/18/15	-55.15		40
	CM.868884	1/19/15	2/18/15	-342.75		40
	882981 SUN INT'L. ✓	1/22/15	2/21/15	889.60		37
	882982 SUN INT'L. ✓	1/22/15	2/21/15	2,327.55		37
	882983 SUN INT'L. ✓	1/22/15	2/21/15	16,712.10		37
	317137	1/22/15	2/21/15	-1,288.76		37
	AG-4095 EQUIPMENT * ✓	1/24/15	2/23/15	59,867.02		35
	8599349 ✓	1/27/15	2/26/15	5,717.40		32
	8599116 ✓	1/28/15	2/27/15	18,695.76		31
	8601033 ✓	1/28/15	2/27/15	3,410.62		31
	8601034 ✓	1/28/15	2/27/15	175.10		31
	8600995 ✓	1/28/15	2/27/15	3,371.05		31

Chk # 100464
PAID
3/3/15

Hold ✓
300 old

United Corporation East Cash Requirements As of Feb 28, 2015

1 ASSOCIATED to ASSOCIATED; 2 Invoices Due (no discount available). Report order is by ID. Report is

Invoice/CM #	Date	Date Due	Amount Due	Disc Amt	Age
8591517 ✓	1/28/15	2/27/15	11,482.84 ✓		31
8594036 ✓	1/28/15	2/27/15	2,251.26 ✓		31
8601433 ✓	1/28/15	2/27/15	1,595.14 ✓		31
8598969 ✓	1/28/15	2/27/15	5,008.02 ✓		31
0 • C 8599117 ✓	1/28/15	2/27/15	5,930.30 ✓		31
8599904 ✓	1/28/15	2/27/15	12,019.18 ✓		31
8599118 ✓	1/28/15	2/27/15	165.30 ✓		31
889 • 60 + 8599119 ✓	1/28/15	2/27/15	1,899.59 ✓		31
2,327 • 55 + 143338- INSPECTION ✓	1/28/15	2/27/15	84.00 ✓		31
16,712 • 10 + 143357- DELIVERY ✓	1/28/15	2/27/15	165.00 ✓		31
59,867 • 02 + 886062 SUN INTL.	1/29/15	2/28/15	2,020.20		30
5,717 • 40 + 886063 SUN INTL.	1/29/15	2/28/15	2,615.71		30
18,695 • 76 + 886064 SUN INTL.	1/29/15	2/28/15	17,024.00		30
3,410 • 62 + 8601035 ✓	1/29/15	2/28/15	146.69 ✓		30
175 • 10 +					
3,371 • 05 +					
11,482 • 84 +					
2,251 • 26 +					
1,595 • 14 +					
5,008 • 02 +					
5,930 • 30 +					
12,019 • 18 +					
165 • 30 +					
1,699 • 59 +					
84 • 00 +					
165 • 00 +					
146 • 69 +					
			143,543.96		
			143,543.96		

week # 1527
w/e # 1/30*2015.

Pay this Amt - 2
\$ 151,713.52

[Signature]

020
pay this Amt. 151,713.52

CK# 000464
PAID
2/03/15

chk # 100446
PAID
2/2nd/2015
VOID (deleted)
CK # 100464
2/3/15



1141 SW 12th Avenue
Pompano Beach, FL 33069-4614
954 - 878 - 3000 - Ext 0000

STATEMENT

Date:	01/31/2015
Account:	9431
Page:	2 of 3

9431 - PLAZA EXTRA
UNITED CORPORATION
P O BOX 763
CHRISTAINSTED S CROI,

Customer
Phone: 809 - 778 - 6240
Fax:
Email:

Week: 1526

AG Document No.	AG	Description	MPG	Date	Cust. Reference No.	Amount	Inv. Balance
8589339	SLS	INH-HOUSE BAKERY	126	1/23/15	8589339	940.90	940.90
43037-CROSSDOCK	SLS	Load-143037 CROSSDOCK		1/22/15	143037-CROSSDOCK	175.00	175.00
SCH845-01/20/2015	SLS	CIPHERLAB LEASE		1/20/15	SCH845-01/20/2015	12.50	12.50
Total Amount for week : 1526						89,013.29	

Week: 1527

AG Document No.	AG	Description	MPG	Date	Cust. Reference No.	Amount	Inv. Balance
8601035	SLS	SALES SUPPLY	105	1/30/15	8601035	146.69	146.69
9431-882981	SLS	SUN INTERNATIONAL PRODUCE	108	1/28/15	CENTRAL BILLING PRC	889.60	889.60
9431-882982	SLS	SUN INTERNATIONAL PRODUCE	108	1/28/15	CENTRAL BILLING PRC	2,327.55	2,327.55
9431-882983	SLS	SUN INTERNATIONAL PRODUCE	108	1/28/15	CENTRAL BILLING PRC	16,712.10	16,712.10
8599116	SLS	SALES DAIRY	110	1/29/15	8599116	18,695.76	18,695.76
8599348	SLS	SALES DAIRY	110	1/28/15	8599348	5,717.40	5,717.40
8601033	SLS	SALES DAIRY	110	1/28/15	8601033	3,410.62	3,410.62
8601034	SLS	SALES DAIRY	110	1/28/15	8601034	175.10	175.10
8600995	SLS	SALES FROZEN	112	1/28/15	8600995	3,371.05	3,371.05
8591517	SLS	SALES MEAT	114	1/29/15	8591517	11,482.84	11,482.84
8594036	SLS	SALES MEAT	114	1/29/15	8594036	2,251.26	2,251.26
8598969	SLS	SALES MEAT	114	1/29/15	8598969	5,008.02	5,008.02
8599117	SLS	SALES MEAT	114	1/29/15	8599117	5,930.30	5,930.30

CR = Credit Memos

PMT = Payments

SLS = Sales / Invoices

Date:	01/31/2015
Account:	9431
Page:	2 of 3

9431 - PLAZA EXTRA
UNITED CORPORATION
P O BOX 763
CHRISTAINSTED S CROI,

Customer
Phone: 809 - 778 - 6240
Fax:
Email:

Week: 1526

Doc. Number	Inv. Balance
8589339	940.90
143037-CROSSDOCK	175.00
SCH845-01/20/2015	12.50
Total for week 1526 :	
	89,013.29

Week: 1527

Doc. Number	Inv. Balance
<input checked="" type="checkbox"/> 8601035	146.69
<input checked="" type="checkbox"/> 9431-882981	889.60
<input checked="" type="checkbox"/> 9431-882982	2,327.55
<input checked="" type="checkbox"/> 9431-882983	16,712.10
<input checked="" type="checkbox"/> 8599116	18,695.76
<input checked="" type="checkbox"/> 8599348	5,717.40
<input checked="" type="checkbox"/> 8601033	3,410.62
<input checked="" type="checkbox"/> 8601034	175.10
<input checked="" type="checkbox"/> 8600995	3,371.05
<input checked="" type="checkbox"/> 8591517	11,482.84
<input checked="" type="checkbox"/> 8594036	2,251.26
<input checked="" type="checkbox"/> 8598969	5,008.02
<input checked="" type="checkbox"/> 8599117	5,930.30

Please return this stub with
your payment



1141 SW 12th Avenue
Pompano Beach, FL 33069-4614
954 - 876 - 3000 - Ext. 0000

STATEMENT

Date:	01/31/2015
Account:	9431
Page:	3 of 3

9431 - PLAZA EXTRA
UNITED CORPORATION
P O BOX 763
CHRISTAINSTED S CROI,

Customer
Phone: 809 - 778 - 6240
Fax:
Email:

Week: 1527

AG Document No.	AG	Description	MPC	Date	Qual. Reference No.	Amount	Inv. Balance
8589804	SLS	SALES MEAT	114	1/29/15	8589804	12,019.18	12,019.18
8601433	SLS	SALES MEAT	114	1/29/15	8601433	1,595.14	1,595.14
8589118	SLS	SALES EGGS	116	1/30/15	8589118	165.30	165.30
8599119	SLS	INHOUSE BAKERY	126	1/29/15	8599119	1,699.59	1,699.59
14338-INSPECTION	SLS	Load-14338 INSPECTIONS		1/29/15	14338-INSPECTION	84.00	84.00
143357-DELIVERIES	SLS	Load-143357 DELIVERIES		1/29/15	143357-DELIVERIES	165.00	165.00
AG-4095	SLS	EQUIPMENT SALES/COLDTEK 115109		1/28/15	AG-4095	59,867.02	59,867.02
SCH845-01/27/2015	SLS	CIPHERLAB LEASE		1/27/15	SCH845-01/27/2015	12.50	12.50

Due Date: 02/02/2015
Total Amount for week: 1527 151,726.02

Past due 8-14 days week 1524	Past due 15-21 days week 1524	Past due 22-28 days week 1524	Past due 29+ days week 1524	On Account
0.00	151,726.02	0.00	0.00	0.00
Grand Total				
240,739.31	151,726.02	89,013.29	0.00	0.00

151,726.02 + 12.50 = 151,713.52
0.00
0.00
0.00
0.00
0.00

PAID
CK# 100467
2/3/15

received: 175,916.16

Date:	01/31/2015
Account:	9431
Page:	3 of 3

9431 - PLAZA EXTRA
UNITED CORPORATION
P O BOX 763
CHRISTAINSTED S CROI,

Customer
Phone: 809 - 778 - 6240
Fax:
Email:

Week: 1527


Pay	Doc. Number	Inv. Balance
<input checked="" type="checkbox"/>	8589804	12,019.18
<input checked="" type="checkbox"/>	8601433	1,595.14
<input checked="" type="checkbox"/>	8599118	165.30
<input checked="" type="checkbox"/>	8599119	1,699.59
<input checked="" type="checkbox"/>	14338-INSPECTION	84.00
<input checked="" type="checkbox"/>	143357-DELIVERIES	165.00
<input checked="" type="checkbox"/>	AG-4095	59,867.02
<input checked="" type="checkbox"/>	SCH845-01/27/2015	12.50

Total for week 1527: 151,726.02

Please return this stub with
your payment

A.C. WHE

CENTRAL INVOICING VOUCHER

Associated Grocers of Florida 4914 Raylene Way Saint Cloud, Florida 34771 Phone: 407-892 2232			
Ship to:	Plaza Extra East - Yusuf	ALT ship to:	
Street	4C & 4 D Estate Sion Farm	Tropical Shipping	
City, St, Zip	Christianstad, ST Croix 00821		
Store #:	9431		
INV. #	AG-4095		
Vendor	Coldtak Corp		
Vendor #			
Contact	Fernando Herrera		
Date:	January 24, 2015		
Qty	Model Number and Product Description	Ret. Unit Cost	Extended
1	Russell Model #RDD-086-GF4B-31U1 Roof Top Condensers (rack C, med) 680,800 BTU Heat of Rejection, R22, 540 rpm "Flying Bird" Motors, 10 fins per inch, 460v-3 phase motors, 230v-1 phase controls Control panel opposite header with non-fused disconnect, AST coated coil,	29,933.51	29,933.51
1	Russell Model #RDD-086-GF4B-31U1 Roof Top Condensers (rack D med) 676,200 BTU Heat of Rejection, R22, 540 rpm "Flying Bird" Motors, 10 fins per inch, 460v-3 phase motors, 230v-1 phase controls Control panel opposite header with non-fused disconnect, AST coated coil,	29,933.51	29,933.51
Standard trucking to Miami included			
		Sub-Total	59,867.02
Tax rate is based on available knowledge. If the tax structure varies from the supplied information the customer is ultimately responsible for any additional taxes.		Tax Rate	0.008
Estimated freight quote from the vendor.		Freight	-
Installation quote the vendor is applicable only if amount is indicated.		Installation	-
Total Applicable taxes		Total Sales Tax	-
AG of Florida, Inc. makes no warranty, expressed or implied, with respect to the quality, merchantability or fitness for a particular purpose of the items quoted herein. Manufacturers warranties are the only warranties in effect		Total with any Taxes, Freight, & noted installation	59,867.02

PAID

100461
1/31/15

ENTERED

\$

2/24/2015

Equipment

ASSOCIATED GROCERS OF FLORIDA INC

1141 SW 12 AVENUE, POMPANO BEACH, FLORIDA 33069 (954) 876-3000

EXPORT.INSTRUCT.MAINT - EXPORT TOP SHEET INSTRUCTIONS FOR 02-02-2015 02:37PM

- 1). LOAD ORDER ID DEFINED : 00143357
- 2). WAREHOUSE TYPE : P - PERISHABLES
- 3). ACCOUNT CUSTOMER CODE : 9431 - PLAZA EXTRA
- 4). DELIVERY SCHEDULE DATE ... : 01/28/2015 - WEDNESDAY
- 5). DELIVERY SCHEDULE TIME ... : 530TO10AM
- 6). SHIP TRUCK OR CONTAINER .. : T - TRUCK
- 7). CONTAINER NUMBER :
- 8). FRONT AND BACK SEALS :
- 9). CONTAINER SHIP TYPE : CP - CHILLED PALETTE
- 10). CONTAINER SIZE :
- 11). CONTAINER TEMPERATURE ... :
- 12). DELIVER TO CODE : 000007 - AMERICAN FRUIT & PRODUCE
- 13). DELIVER TO ADDRESS : 12805 N.W. 42 AVE MIAMI, FL 33054
- 14). PAPERS TO GO FLAG : Y - YES
- 15). FREIGHT FORWARDER : 000304 - SEABREEZE FORWARDING
- 16). SHIPPING MARKS : PLAZA ST. CROIX EAST
- 17). AG COORDINATOR : PGARCIA

LINE EXTRA NOTES

- 1
- 2 ATT WHSE: THIS IS A PRESELECTED SP ORDER LABELED FOR STORE 9431
- 3 PLEASE PULLN LABELS ONLY!!!
- 4 PLEASE SHRINK WRAP & PALLETIZE HIGH & TIGHT
- 5 PLEASE ATTACH ENCLOSED LABELS TO EACH PALLET
- 6 THANKS

TOTALS [6]

LINE	VENDOR	VENDOR NAME	QTY	VALUE	WEIGHT
1	000037	DELIVERY CHARGE	0	165.00	0.00

TOTALS [1]

0 165.00 0.00

LINE	ORDER ID	OQTY	OVALUE	OWEIGHT	SCUBE	SQTY	SVALUE	SWEIGHT
1	P10*8599349	435	5715.90	14968.50	334.65	435	5717.40	14968.50

TOTALS [1]

435 5715.90 14968.50 334.65 435 5717.40 14968.50

ADJ TOTALS

435 5880.90 14968.50 334.65 435 5882.40 14968.50

CODES APPEARING NEXT TO ORDER NUMBERS ARE P FOR PRESELECT AND R FOR REPACK.

SHIPPER'S 'LOAD AND COUNT' RECEIPT IS NOT ACCEPTABLE ON LOOSE CARGO SHIPMENTS. CARRIER MUST COUNT PIECES DELIVERED AND SIGN FOR THE TOTAL RECEIVED. NO CLAIMS FOR DAMAGE OR SHORTAGES ALLOWED UNLESS EXCEPTIONS ARE NOTED ON DELIVERY TICKET.

-----> ALL LTL'S MUST BE PIECE COUNTED <-----
 ONCE ASSOCIATED GROCERS OF FLORIDA PRODUCT IS RECEIVED AND SIGNED FOR BY YOUR FREIGHT FORWARDER IN GOOD CONDITION, AG WILL NOT ACCEPT RESPONSIBILITY FOR ANY SHORTAGES AND/OR DAMAGES. PLEASE CONTACT YOUR FREIGHT FORWARDER WITH ANY CLAIMS OF SHORTAGES OR DAMAGE.

NO ADJUSTMENTS OF ANY TYPE WILL BE ISSUED ON WATER OR BLEACH (OR) CASES DAMAGED BY WATER OR BLEACH.

ENTERED
 2/2nd/2015

Delivers



2230 SW 2nd St Pompano Beach FL 33069
 Phone (954) 972 8383
 www.sunexp.com produceorder@sunexp.com

DELIVER TO

PLAZA EXTRA-ST CROIX EAST ASSOC. GROCERS OF FL, INC
 P.O. BOX 7634 CND P O BOX 667590
 SION FARM CHRISTIENSTED POMPANO BC
 ST. CROIX VI 33066

BILL TO

ORDER DATE 01222015	CUSTOMER NO 21004	BLM # 002	PAGE 1	INVOICE # 882981
TERMS NET 10 DAYS		TELEPHONE 340-778-6240	TRIP 005A	STOP 18

SPECIAL INSTRUCTIONS		MEMO-18A PO #-
CONT # TRLU 1704300	SEAL # 13531 & 13532	CARRIER #
EXP		

ITEM #	ORDERED	SHIPPED	DESCRIPTION	PACK	SIZE	GROSS WEIGHT	CUBE	COST	AMOUNT
125103	8	8	GRAPEFRUIT RED 40 CT (FL)	1	40 CT	332	12	16.95	135.60
141205	40	40	ORANGE FLA 80 CT (FL)	1	80 CT	1640	52	18.85	754.00
			CATEGORY RECAP			COST	RETAIL	% PROF	CASES
						889.60			48

15

1/27/15

A.G.

1/27/15

TOTAL 48 48

1972.00 64.67

YOU MUST CHECK YOUR MERCHANDISE BEFORE SIGNING

DRIVER	CASH	CHECK	AMOUNT

CUSTOMER SIGNATURE	SUB TOTAL	889.60
	TAX	.00
	INVOICE TOTAL:	889.60

If the unpaid amount is not paid at maturity the customer agrees to pay all the costs of collection including attorney's fees and court costs. Payment of this invoice does not constitute an admission of liability. The obligation account is limited only for collection purposes. The sale is brought or not. PAYABLE CHECKS ALL CLAIMS MUST BE MADE WITHIN 24 HOURS.

PLAZA TRUST PROTECTORS APPLY

The applicable agricultural commodity listed on this invoice is the subject of a contract entered into by Sunexp and the Florida Agricultural Commodities Association, Inc. (FAC) on 1/1/03. The use of these contracts means a total claim over these commodities, all inventories of food or other products derived from these commodities, and any residuals or proceeds from the sale of these commodities will be returned to Sunexp.



INTERNATIONAL PRODUCE CO.

2230 SW 2nd St Pompano Beach FL 33066
 Phone (954) 972 8383
 www.sunexp.com produceorder@sunexp.com

DELIVER TO BILL TO

PLAZA EXTRA-ST CROIX EAST ASSOC. GROCERS OF FL, INC
 P.O. BOX 7634 CND P O BOX 667590
 STON FARM CHRISTIENSTED VI BC
 ST. CROIX VI POMPANO 33066

ORDER DATE	CUSTOMER NO	BLM #	PAGE	INVOICE:
01222015	21004	002	9	882983
TERMS		TELEPHONE	TRIP STOP	
NET 10 DAYS		340-778-6240	005A	20

SPECIAL INSTRUCTIONS		MEMO-20A	PO #-
CONT #	TRLU 1704300		
SEAL #	13531 & 13532		
CARRIER #		EXP	

ITEM #	ORDERED	SHIPPED	DESCRIPTION	PACK	SIZE	GROSS WEIGHT	CUBE	COST	AMOUNT
603058	6	6	BH JUICE PERFECTLY PROTEIN 6/071464260606	6	1 QT	102	2	19.90	119.40
603065	2	2	POM JUICE PURE 100% 6/16 OZ824150201168	6	16 OZ	11		20.20	40.40
603066	1	1	POM JUICE BLUEBERRY 6/16 OZ 824150604167	6	16 OZ	5		20.20	20.20
603067	1	1	POM JUICE CHERRY 6/16 OZ 824150605164	6	16 OZ	5		20.20	20.20
155401	1	1	CIDER APPLE 12-1/2 GAL. 035266500049	12	1/2 GAL.	57		24.50	24.50
			CATEGORY RECAP	COST		RETAIL		% PROF	CASES
				16712.10					648

PAID 1/27/15
 [Signature]

TOTAL 671 648

19700.83 798.50

DRIVER	CASH	CHECK	AMOUNT

YOU MUST CHECK YOUR MERCHANDISE BEFORE SIGNING

CUSTOMER SIGNATURE

INVOICE TOTAL 16712.10

TAX .00

If the unpaid amount is not paid at maturity the customer agrees to pay all the costs of collection including attorney's fees and court costs and a late charge of 1.5% per month on the amount due. The above account is subject to the terms and conditions of the applicable contract. All claims must be made within 24 hours.

PLACA TRUST PROVISION APPLY

The applicable agricultural commodities listed on this invoice are not subject to the statutory bond requirement of section 541 of the Agricultural Commodities Act, 1920 (7 U.S.C. 9901). The bond from these commodities, unless it has been waived, is required for the sale of these commodities. All payment is required and any inspection or proceeds from the sale of these commodities shall be payment in full.



MEMBER OWNED

P.O. BOX 667590
P.O. BOX 667590
(954) 876-3000
R

INVOICE

SHIP TO: PLAZA EXTRA
CHRISTAINS
P O BOX 763

Store: 9431
Date: 01/27/15
Type Order: DAIRY

SPECIAL PO ORDER SP- No. 8599349
DAIRY Load #: 00143357

A.G.F. COPY

Total Repack 0 REPACK AND EXPENSE

Total Pieces Shipped 435 DAIRY

Total Gross Weight 14969 LBS

Driver Time IN _____ OUT _____

No. Pallets IN TO AG _____ OUT TO CUSTOMER _____

Redline Advise No.'s

No. Total Boxes IN _____ OUT _____

OVER _____ SHORT _____

DRIVER SIGNATURE

STORE SIGNATURE/TIME

NOTE: IN THE EVENT THAT IT BECOMES NECESSARY FOR ASSOCIATED GROCERS OF FLORIDA INC. TO INSTITUTE ANY
SUIT FOR THE COLLECTION OF SUMS UNDER THE PURCHASE CONTRACT, THE PURCHASER AGREES TO PAY ALL
COST INCLUDING ALL REASONABLE ATTORNEY FEES INCURRED BY ASSOCIATED GROCERS OF FLORIDA INC.

TOT. PIECES	SVC. CHG.	AVG. CASE	TOTAL CUBE	%	TOT WEIGHT	DELIVERY	AMT. DUE
435	\$1.50	13.14	334.65	71	14969	\$0.00	\$5,717.40

WE ARE PROUD TO BE NAMED EXPORTER
OF THE YEAR. WE COULD NOT HAVE
DONE THIS WITHOUT YOU!

A.G. COMMUNICATION

INSTRUCTIONS

Handwritten signature and stamp: "RECEIVED" with date "1/27/15" and initials "JAN".

Handwritten note: "Invoice # 112711-8599349 Special order"

ASSOCIATED GROCERS OF FLORIDA INC

1141 SW 12 AVENUE, POMPANO BEACH, FLORIDA 33069 (954) 876-3000

EXPORT.INSTRUCT.MAINT - EXPORT TOP SHEET INSTRUCTIONS FOR 01-28-2015 10:46AM

- 1). LOAD ORDER ID DEFINED : 00143357
- 2). WAREHOUSE TYPE : P - PERISHABLES
- 3). ACCOUNT CUSTOMER CODE : 9431 - PLAZA EXTRA
- 4). DELIVERY SCHEDULE DATE ... : 01/28/2015 - WEDNESDAY
- 5). DELIVERY SCHEDULE TIME ... : 530T010AM
- 6). SHIP TRUCK OR CONTAINER .. : T - TRUCK
- 7). CONTAINER NUMBER :
- 8). FRONT AND BACK SEALS :
- 9). CONTAINER SHIP TYPE : CP - CHILLED PALETTE
- 10). CONTAINER SIZE :
- 11). CONTAINER TEMPERATURE ... :
- 12). DELIVER TO CODE : 000007 - AMERICAN FRUIT & PRODUCE
- 13). DELIVER TO ADDRESS : 12805 N.W. 42 AVE MIAMI, FL 33054
- 14). PAPERS TO GO FLAG : Y - YES
- 15). FREIGHT FORWARDER : 000304 - SEABREEZE FORWARDING
- 16). SHIPPING MARKS : PLAZA ST. CROIX EAST
- 17). AG COORDINATOR : PGARCIA

LINE EXTRA NOTES

- 1
- 2 ATT WHSE: THIS IS A PRESELECTED SP ORDER LABELED FOR STORE 9431
- 3 PLEASE PULLN LABELS ONLY!!!
- 4 PLEASE SHRINK WRAP & PALLETIZE HIGH & TIGHT
- 5 PLEASE ATTACH ENCLOSED LABELS TO EACH PALLET
- 6 THANKS

TOTALS [6]

LINE	VENDOR	VENDOR NAME	QTY	VALUE	WEIGHT
1	000037	DELIVERY CHARGE	0	165.00	0.00
TOTALS [1]			0	165.00	0.00

LINE	ORDER ID	OQTY	OVALUE	OWEIGHT	SCUBE	SQTY	SVALUE	SWEIGHT
1	P10*8599349	435	5715.90	14968.50	334.65	435	5717.40	14968.50
TOTALS [1]		435	5715.90	14968.50	334.65	435	5717.40	14968.50
ADJ TOTALS		435	5880.90	14968.50	334.65	435	5882.40	14968.50

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PTINT

Subject: FW: LN-143357 #9431 CHILL TRUCK AMERICAN DELIVERY 1-29-15
From: Phillip Garcia (PGarcia@agfla.com)
To: mafi@plazaxtra.com; plazaxtra@yahoo.com; vdelgado@seabreezefl.com; wally@plazaxtra.com; wallyhstx@yahoo.com; ysquare_BB@yahoo.com;
Date: Wednesday, January 28, 2015 1:06 PM

Good Day,

Trust all is well, please find attached invoices pertaining referenced delivery AMERICAN, Once again we thank you for your orders.

Kind Regards

Phillip Garcia
Associated Grocers of FL
Account Executive/ Export Division
Tel. 954 876 3020
Fax. 954 876 3119
Pgarcia@agfla.com



.....
The information transmitted in the e-mail message, if any, is intended only for the use of the individual or entity named above.
Distribution to or review by unauthorized persons is prohibited. All personal messages express views solely of the sender,
which are not to be attributed to Associated Grocers of Florida, Inc. If you have received this transmission in error,
immediately notify us and permanently delete this transmission including attachments, if any.
.....

EXHIBIT 7

Michèle Barber

From: Edgar Ross <edgarrossjudge@hotmail.com>
Sent: Monday, February 09, 2015 9:58 AM
To: JOEL HOLT; Gregory H. Hodges; NIZAR DEWOOD; carl@carlhartmann.com; Douglas A. Brady; james.mceleney@visuperiorcourt.org
Subject: RE: Plaza

As Atty Holt was advised, the value of the inventory must be adjusted to reflect the new addition to inventory for Plaza East. The documents in support of the request for payment indicate that the purchase was made in December 2014, prior to the stipulation. If said purchase was not considered at the time of the stipulation then an adjustment should be made; if considered then no adjustment.

The liquidating partner is solely responsible for operational decisions such as the need for equipment, subject to the Master's concurrence- especially when there is a dispute or difference of opinion.

Date: Mon, 9 Feb 2015 08:24:03 -0500

From: holtvi@aol.com

To: ghodges@dtflaw.com; dewoodlaw@gmail.com; cperrell@dtflaw.com; carl@carlhartmann.com; kimjapinga@gmail.com; jeffreymlaw@yahoo.com; mark@markeckard.com

CC: edgarrossjudge@hotmail.com


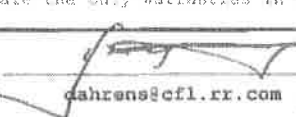
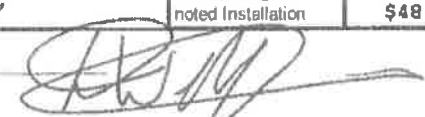
Subject: Plaza

Self explanatory pleading attached

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

EXHIBIT 8

CUSTOMER QUOTE

Associated Grocers of Florida 4914 Raylene Way Saint Cloud, Florida 34771 Phone: 407-892-2232			
Ship to:	Plaza Extra - Yusuf	ALT ship to:	
Street:	4C & 4 D Estate Sion Farm		
City, St, zip:	Christiansted, ST Croix 00821		
Store #:	9431		
Quote #	AG-2891		
Vendor:	Direct Refrigeration Sales		
Vendor #:	0		
Contact:	Tim Litsch		
Date:	September 26, 2013		
Qty	Model Number and Product Description	Ret. Unit Cost	Extended
2	Russell Model #RDD-086 Roof Top Condensers, RDD086GF4B52A1 336,000 BTU Heat of Rejection, R22, 540 rpm "Flying Bird" Motors, 10 fins per inch, 460v-3 phase motors, 230v-1 phase controls Control panel opposite header with non-fused disconnect, Bronz-Glow coated coil, Standard trucking to Miami included	24,341.11	48,682.22
0	0	0.00	0.00
Sub-Total			48,682.22
Tax Rate is based on available knowledge. If the tax structure varies from the supplied information the Customer is ultimately responsible for any additional taxes.		Tax Rate	0.00%
Estimated freight quote from the vendor.		Freight	\$ -
Installation quote the vendor is applicable only if amount is indicated.		Installation	\$ -
Total Applicable taxes		Total Sales Tax	\$ -
AG of Florida, Inc. makes no warranty, expressed or implied, with respect to the quality, merchantability or fitness for a particular purpose of the items quoted herein. Manufacturers warranties are the only warranties in effect.		Total with any Taxes, Freight, & noted Installation	\$48,682.22
Retailer's Approval Signature:  /  Scan signed quote and email to: dahrens@cfl.rr.com			

AG of Florida, Inc. is your agent, not a vendor, and cannot guarantee pricing or delivery. However, this is current vendor pricing and will remain available for 30 days. Freight and installation are NOT included unless listed above.

EXHIBIT 9

Michele Barber

From: Edgar Ross <edgarrossjudge@hotmail.com>
Sent: Monday, February 02, 2015 10:25 PM
To: Gregory H. Hodges
Subject: RE: Shopping Carts For East

He may order the necessary shopping cart.

Sent via the Samsung GALAXY S@4, an AT&T 4G LTE smartphone

----- Original message -----

From: "Gregory H. Hodges" <ghodges@dtflaw.com>
Date: 02/02/2015 7:11 PM (GMT-04:00)
To: 'Edgar Ross' <edgarrossjudge@hotmail.com>
Cc: fathiyusuf@yahoo.com
Subject: Shopping Carts For East

Judge Ross,

I am informed that there is a shortage of shopping carts at Plaza East. As Liquidating Partner("LP"), Mr. Yusuf would like to order 100 new carts so business will not be adversely affected during the liquidation/wind up. How would you like to deal with these kind of LP issues, which I expect may arise on a regular basis—via email from me, a letter from Mr. Yusuf or a telephone call?

Regards,
Greg

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House, 1000 Frederiksberg Gade
St. Thomas, VI 00802
Direct: (340) 715-4405
Fax: (340) 715-4400
Web: www.DTFLaw.com

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LexMundi
World Ready

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EXHIBIT 10

- “All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.” *Id.* at p. 3.
- “All disbursements shall be subject to prior approval by the Master.” *Id.* at p. 7.
See also Plan at page 4, § 3, and page 8, Step 2.

In support of his Motion To Remove The Liquidating Partner (the “Motion”), Hamed relies on the following provisions of V.I. Code Ann. tit. 26, § 74(b)(2):

(b) A partner’s duty of loyalty to the partnership and the other partners is limited to the following:

* * *

(2) to refrain from dealing with the partnership in the conduct or winding up of the partnership business as or on behalf of a party having an interest adverse to the partnership[.]

Just as this Court previously determined that these statutory provisions did not preclude Yusuf’s appointment as Liquidating Partner, it is respectfully submitted that this Court should find that Hamed has completely failed to establish any valid basis for Yusuf’s removal as Liquidating Partner, particularly at this late stage of the wind up process. Each of Hamed’s claimed “conflicts of interest” will be addressed in turn.

(1) Parcel No. 2-4 Rem. Estate Charlotte Amalie, St. Thomas, as shown on OLG Map No. D-9-7044-T002 (the “Land”)

Yusuf does not dispute that the Land was purchased with Partnership funds. But it is also undisputed that when the Land was purchased, the Partners agreed that their jointly owned

company, Plessen Enterprises, Inc. ("Plessen"), would take title pursuant to a Warranty Deed dated July 26, 2006 and recorded on August 24, 2006, a copy of which is attached as **Exhibit 1**. Plessen's title to the Land was encumbered by a mortgage dated August 24, 2006 from Plessen to United in the amount \$330,000, a copy of which is attached as **Exhibit 2**. Pursuant to a Deed-in-Lieu of Foreclosure dated October 23, 2008 and recorded on March 24, 2009, which was executed on behalf of Plessen by Hamed, 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. Copies of the Deed-in-Lieu and Release of Mortgage are attached as **Exhibits 3 and 4**. Accordingly, as of the recordation of the Warranty Deed to Plessen on August 24, 2006, the Land has not been an asset of the Partnership. More than two years later, Plessen, acting through Hamed as President, voluntarily conveyed the Land to United. The fact that the Land was originally purchased with Partnership funds does not mean that it should be included among Partnership Assets. If that were the case, the hundreds of acres purchased with Partnership funds but titled in the names of Plessen and other companies jointly owned by Hamed and Yusuf (e.g. Peter's Farms Investment Corporation and Sixteen Plus Corporation) would all constitute Partnership Assets requiring liquidation.

In the Liquidating Partner's third and fourth bi-monthly reports, filed on July 31, 2015 and October 31, 2015, respectively, counsel for Yusuf erroneously stated that Plessen is the record owner of the Land. That error was addressed and corrected in the fifth and sixth bi-monthly reports filed on November 30, 2015 and February 1, 2016, respectively. *See* p. 4 of the fifth bi-monthly report and page 4-5 of the sixth bi-monthly report indicating that "the

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

Hamed acknowledges that on August 18, 2015, he filed a “Notice of Objection to Liquidating Partner’s Bi-Monthly Reports” (the “Objection”), a copy of which is attached as Exhibit 2 to the Motion. As noted in footnote 7 of the fifth bi-monthly report and footnote 8 of the sixth bi-monthly report, on September 3, 2015, Yusuf filed his Response to the Objection. As both Hamed’s Objection (p. 3) and Yusuf’s Response (p. 3-4) provide, both Partners contemplated that the Land would become a part of the “claims portion” of the liquidation process. Certainly, Hamed has not shown any developments in the following sixth months that would transform the issue of whether the Partnership has any interest in the Land subject to liquidation from a claims processing issue to an issue requiring the removal of the Liquidating Partner. Yusuf, as Liquidating Partner, has simply refused to pursue a course of action demanded by Hamed and his counsel. That refusal does not constitute a breach of any duty owed by Yusuf, as Liquidating Partner, to the Partnership.

(2) Rent Allegedly Owed United

Attached as Exhibit 5 to the Motion is the Notice of Service of Partnership Accounting filed and served by Yusuf, as Liquidating Partner, on November 16, 2015.² The “Summary of Remaining Partnership Items For the Period From Jan 1, 2013 to Sep 30, 2015” (the “Summary”), attached as Exhibit 6 to the Motion, was one of the documents included in the Partnership accounting provided to Hamed and the Master. In the Motion, Hamed acknowledges that a check for the

² Hamed refers to the Partnership accounting as a “final accounting, as required by § 5 of the Winding Up Plan.” See Motion at p. 3 (emphasis supplied). Neither the Notice of Service of Partnership Accounting nor § 5 of the Plan use the term “final” in connection with the Partnership accounting to be provided by the Liquidating Partner.

“Net Cash Payout” reflected on the Summary was given to him. Attached as **Exhibit 5** is a copy of the check actually delivered to counsel for Hamed. What the Motion does not explain to the Court is that someone struck out the “Due To/Fr Settlement at 8/31/15” in the “memo” section of the check. *See* Exhibit 7 to the Motion. Hamed also does not inform the Court that he chose to present the check, as modified, to the bank for payment on November 18, 2015 and that he received the net cash payout shown in the Summary.

As reflected in ¶ 2 of the Declaration of Joel H. Holt attached as Exhibit 8 to the Motion, Hamed’s counsel waited more than 2 months after the Summary was presented to Hamed and Hamed cashed the check for \$183,381.91 to meet with John Gaffney, the accountant who prepared the Summary. Hamed complains about the effective cancellation of an item in the amount of \$119,529.01 allegedly due from United for the gross receipts taxes and insurance that were paid by Plaza Extra-East from January 2013 through March 8, 2015 on behalf of the United Shopping Center. As reflected in the Declaration of John Gaffney, attached as **Exhibit 6**, this “due from United” amount was steadfastly objected to by Yusuf, who consistently claimed that the original agreement with Hamed was that the Plaza Extra-East store would pay all gross receipts taxes and insurance on behalf of the United Shopping Center. *Id.* at ¶ 3.

The record is clear that the Partners agreed that the Plaza Extra Stores would pay for insuring the whole United Shopping Center as well as United’s gross receipts taxes on its rents. Attached as **Exhibit 7** are pages 53 and 54 of the transcript of Yusuf’s April 2, 2014 deposition, which sets forth this agreement. More importantly, the Partners acted on this agreement for the entire life of the Partnership, as reflected in the actual payment of these expenses with funds from the Plaza Extra Stores for more than 28 years. *See, e.g.,* copies of five checks signed by

one of Hamed's sons dating from July 2003 through May 2014 paying insurance premiums attached as **Exhibit 8**; 720 V.I. Gross Receipts Monthly Tax Returns for January and February 2012 with supporting schedule and checks signed by one of Hamed's sons attached as **Exhibit 9**; and ¶ 3 of the Gaffney Declaration ("Since I began providing accounting services with respect to the Plaza Extra Stores, I have never found any evidence that the United Shopping Center ever previously paid or reimbursed Plaza Extra-East for such gross receipts taxes and insurance.").

As this Court recognized in its April 27, 2015 Memorandum Opinion, "Hamed admitted that rent is controlled by Yusuf, that he does not object to paying rent and that Yusuf (on behalf of United) could charge rent and collect it." *Id.* at page 4 (record citations omitted). Hamed has not pointed to any of his sworn testimony where he denies that the Plaza Extra Stores were supposed to pay all insurance and gross receipts taxes connected with the United Shopping Center. Accordingly, it is highly improper for Hamed to attempt to dispute this long term arrangement through the declaration of his counsel claiming, without any reference to admissible evidence, that "Hamed never agreed to such a payment." *See* Declaration of Joel H. Holt at ¶ 3 attached as Exhibit 8 to the Motion.

In short, Yusuf simply had the \$119,529.01 in gross receipts taxes and insurance paid from January 2013 through March 8, 2015 appropriately accounted for under the Partnership agreement. More importantly, the check drawn on the Claims Reserve Account in the amount of \$183,381.91, which reflected the "Net Cash Payout" to Hamed after accounting for the Partners' respective credits and debits was signed by the Master after receipt of the same Summary and subsequently cashed by Hamed. This Court should not hear Hamed crying foul

more than two months after he cashes the now disputed check. In any event, Hamed's claims arising out of the issuance and negotiation of that check should be addressed in the "claims portion" of the winding up process and certainly do not constitute grounds for removal of Yusuf as the Liquidating Partner.

(3) The Condensers

The \$72,984.02 "discrepancy" addressed in item 3 at page 3 of the Motion and ¶ 4 of the Declaration of Joel H. Holt represents the sum of two invoices in the amount of \$59,867.02 for condenser replacements at Plaza Extra-East and \$13,117 for shopping carts purchased for Plaza Extra-East. *See* Declaration of John Gaffney at ¶ 4. The difference in the ledger entries reflect that at an earlier meeting between Judge Ross, Attorney Holt and Mr. Gaffney, Mr. Gaffney was instructed by Judge Ross to credit the Partnership for the two invoices over the objection of Yusuf, who claimed that they were properly chargeable to the Partnership for a number of reasons. Pursuant to Judge Ross' instruction, these invoices were originally credited to the Partnership. Later, after a meeting between Judge Ross, Yusuf, and Mr. Gaffney on October 1, 2015, Judge Ross instructed Mr. Gaffney to remove these credits. Mr. Gaffney informed Judge Ross that he would do so but would maintain visibility of this reversal by posting offsetting charges. *Id.* Accordingly, any discrepancy in the schedules simply represents a change of position by the Master on the disputed issue of the condensers and the shopping carts. More importantly, these disputed offsets were set forth in the Summary which led to the issuance of a check co-signed by the Master and presented for payment by Hamed. At most, Hamed has shown he disagrees with the treatment of these disputed items by the Master. Certainly, nothing Hamed has shown establishes misconduct requiring Yusuf's removal as the Liquidating Partner.

(4) Notes Due Shareholder(s)

As reflected in the Declaration of John Gaffney, counsel for Hamed appeared confused regarding the \$186,819.33 item shown on the Summary attached as Exhibit 6 to the Motion. This item was a stated liability from United to its shareholders carried on the books of Plaza Extra-Tutu Park (STT). While Mr. Gaffney did inform Attorney Holt that this item was an old accounting entry that had been carried on the books of the St. Thomas store for many years, he never said “he had no idea why this amount was on this ledger.” *See* Gaffney Declaration at ¶ 5. Mr. Gaffney knew why this item was on the ledger because he knew it had been carried over from the previous books and records of United. While he acknowledged that there was no audit trail to validate the transactions giving rise to this liability since they occurred many years ago, he informed Attorney Holt that it is not uncommon for audit trails to disappear over long periods of time and that accountants generally accept the validity of such items since they are reported on tax returns, just as this item was. *Id.* The accounting records are those of United and the account was originally identified as “Due to/from Shareholders.” After the retroactive establishment of the Partnership, Mr. Gaffney added an account called “Due to/from Hamed” and changed the shareholders reference to Yusuf to avoid confusion over the shareholders versus partners. *Id.*

Counsel for Hamed’s confusion over the \$186,819.33 reported on the balance sheet of Plaza Extra-Tutu Park on December 31, 2012 arose, in part, because he kept comparing the balance sheet of Plaza Extra-Tutu Park with the combined balance sheets of all three stores. Mr. Gaffney told him not to compare the “St. Thomas” and “Combined” balance sheets as it was tantamount to comparing balance sheets of different companies. The balance on the

combined balance sheet of \$117,644.33 as of December 31, 2013 is in no way “suspicious.” The difference of \$69,175 is simply an offsetting amount on the Plaza Extra-West balance sheet. *Id.* at ¶ 6. Even after Mr. Gaffney pointed out to Attorney Holt that the \$186,819.33 had not changed on the Plaza Extra-Tutu Park balance sheet, counsel for Hamed apparently remained confused. *See* balance sheets for Plaza Extra-Tutu Park, Plaza Extra-West, and Combined, attached as Exhibits A, B, and C to the Gaffney Declaration.

The \$69,175 on the Plaza Extra-West balance sheet relates to amounts due from Yusuf with respect to 2012 tax extension payments originally charged to shareholder distributions. *Id.* If one looks at the Summary attached as Exhibit 6 to the Motion, there is an “A/C 14000” amount for Plaza Extra-West. However, by the reconciliation date in 2015, other transactions obscured the \$69,175.00 from the earlier year. One such transaction was the reporting of the ByOrder investment series of transactions. The ByOrder monies were received in 2014 and 2015. With each cash receipt, Hamed was issued a check for his 31% interest while Yusuf received no checks for his percentage interest. Accordingly, the \$69,175 Yusuf originally owed Plaza Extra-West eventually became \$120,167.33 Plaza Extra-West owed Yusuf, as reflected on the Summary attached as Exhibit 6 to the Motion. When Mr. Gaffney attempted to explain these transactions to counsel for Hamed, who appeared to be confused, he asked for the opportunity to explain them to Hamed’s accountants to eliminate any confusion or suspicion. Hamed’s accountants have not availed themselves of that opportunity to date. *Id.*

The confusion of counsel for Hamed and resulting suspicion does not provide a basis for removing Yusuf as the Liquidating Partner. Moreover, Hamed chose to accept and present for payment a check in the amount of \$183,381.91 based on an accounting that he now claims is

suspicious. This suspicion, which is as baseless as Hamed's other claims of conflict, provides no grounds for removal of Yusuf as the Liquidating Partner.

Almost as an after thought, in the last paragraph of the Motion, Hamed claims that the Liquidating Partner has "fail[ed] to identify a significant partnership asset, a Merrill-Lynch account that has in excess of \$300,000 in it, all of which came from Plaza Extra funds." The final paragraph of the Motion was lifted from page 2 of Hamed's Objection, attached as Exhibit 2 to the Motion. Although Hamed included two pages of Yusuf's Response to the Objection as Exhibit 10 to his Motion, he conveniently omitted the last two pages, which addressed this account. A complete copy of the Response to the Objection is attached as Exhibit 10. At page 3 of that Response, Yusuf states as follows:

At no time has Hamed provided the Liquidating Partner with any information establishing that a Merrill Lynch account in the name of a third party actually represents Partnership Assets. Hamed certainly does not explain why he only raised the prospect of such account 18 days after the filing of the third bi-monthly report. (footnote omitted).

To date, the Liquidating Partner has been provided with no information whatsoever that even suggests the unidentified Merrill Lynch account was funded with Partnership money, contains any Partnership funds, or otherwise constitutes Partnership Assets.

Although The Winding Up Process Is Nearing Completion, Further Work Is Required.

Yusuf, as Liquidating Partner, disagrees with Hamed's assertion that "the only remaining part of the liquidation process will be the adversarial "claims process." See Motion at page 5. Among other things, the Liquidating Partner has been attempting to work with defense counsel to establish appropriate reserves with respect to pending personal injury

litigation as well as future litigation that may be filed within two years of the separation of the three stores. Further, there are a number of pending cases between United and Hamed or his sons or former employees of the Partnership that include claims of or against the Partnership, which may need to be folded into the Partnership wind up. The Liquidating Partner intends to address these litigation issues and reserves in his next bi-monthly report. Further work is also required in connection with the execution of tax returns and creating appropriate reserves with respect to disputed claims by the taxing authorities. Accordingly, there is a continuing need for the services of the Liquidating Partner for the near future.

CONCLUSION

Hamed has utterly failed to establish any conflict of interest or misconduct on the part of Yusuf that would justify Yusuf's removal as the Liquidating Partner. Hamed's suggestion that the Master should assume the role of Liquidating Partner has already been effectively rejected by this Court. The provisions of V.I. Code Ann. tit. 26, § 173(a) state that "the Superior Court, for good cause shown, may order judicial supervision of the winding up." This Court has already ordered such judicial supervision by appointing the Master. The very use of the term "supervision" indicates that there is one person who supervises and another who is supervised. The Master simply cannot do both at the same time. More importantly, as provided in the Wind Up Order and the Plan, Yusuf's actions as the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification and approval of the Master. None of the actions about which Hamed complains were taken unilaterally by Yusuf without informing or obtaining

Hamed v. Yusuf, et al.
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Page 12

the approval of the Master. Not one payment has been made by Yusuf without the approval of the Master.

For all of the foregoing reasons, Yusuf respectfully requests this Court to deny the Motion in all respects and to provide such further relief as is just and proper under the circumstances including an award of attorneys' fees for being required to respond to such a frivolous motion.

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

DATED: February 17, 2016

By: 

Gregory J. Hodges (V.I. Bar No. 174)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com

Attorneys for Fathi Yusuf, the Liquidating Partner

Hamed v. Yusuf, et al.
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Page 13

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of February, 2016, I caused the foregoing **Opposition To Motion To Remove The Liquidating Partner** to be served upon the following via e-mail:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi@aol.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
Email: jeffreymlaw@yahoo.com

The Honorable Edgar A. Ross
Email: edgarrossjudge@hotmail.com



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DUDLEY, TOPPER
AND FEUERZEIG, LLP
1000 Fredonksberg Gade
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756
(340) 774-4422

S. Daniel and

Book:
Pages: 0000
Doc# 2886008541
Filed & Recorded
05/24/2006 2:56PM
WILMA D. HART SMITH
RECORDER OF DEEDS

WARRANTY DEED

RECORDING FEE \$ 342.00
DEED DEC STAMP 2.0 \$ 6,600.00
PER PAGE FEE \$ 4.00

THIS DEED made this 26 day of July 2006, by and between WINSOR E.

DANIEL and JUEL DANIEL a/k/a JUEL D. DANIEL of Post Office Box 9496, St. Thomas, U.S. Virgin Islands (hereinafter referred to as "Grantor") and PLESSEN ENTERPRISES, INC. a Virgin Islands Corporation of Post Office Box 503357, St. Thomas, Virgin Islands 00805 (hereinafter referred to as "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Three Hundred Thirty Thousand Dollars (\$330,000.00) and other valuable considerations, paid by the Grantee, receipt of which is hereby acknowledged, do hereby bargain, sell, grant and release unto the Grantee, its successors and assigns forever, in fee simple absolute, all those certain lots, plots, pieces, or parcels of land situated lying and being in St. Thomas, Virgin Islands, and more fully described as:

Parcel No. 2-4 Rem Estate Charlotte Amalie
No. 3 New Quarter
St. Thomas, Virgin Islands
As shown on the OLG Map No. D9-7044-T002
dated April 10, 2002
Consisting of 0.536 acres, more or less

TOGETHER with all appurtenances and improvements thereon and thereunto belonging, and all the estate, rights, title and interest of the Grantor, its successors and assigns, in and to said premises.

TO HAVE AND TO HOLD the premises herein granted in fee simple absolute forever to Grantee.

SUBJECT, HOWEVER, to the Virgin Islands zoning regulations and to the covenants,



Winsor & Juel Daniel
Warranty Deed to
Plessen Enterprises
Page 2

restrictions, easements and agreements of record.

THE GRANTOR COVENANT AS FOLLOWS:

FIRST: The Grantor is seized of the said premises in fee simple and have good right to convey the same;

SECOND: That the Grantee, his heirs and assigns, shall quietly enjoy said premises;

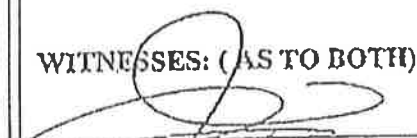
THIRD: That the said premises are free from encumbrances;

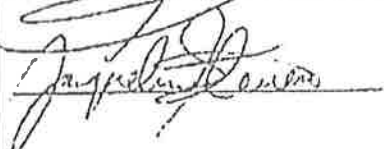
FOURTH: That the Grantor shall execute or procure any further necessary assurance of title to said premises.

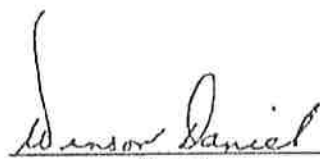
FIFTH: That the Grantor will forever warrant and defend the title to the said premises.

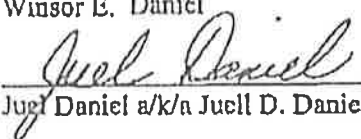
IN WITNESS WHEREOF, Grantor has hereto subscribed their name and affixed their seal, on the day and year first above written.

WITNESSES: (AS TO BOTH)







Winsor E. Daniel


Juel Daniel a/k/a Juel D. Daniel

*Winsor & Juel Daniel
Warranty Deed to
Plessee Enterprises
Page 3*

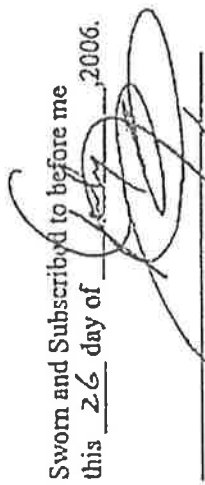
ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. THOMAS AND ST. JOHN) ss:

On this 26 day of July, 2006 before me the undersigned appeared WINSOR
E. DANIEL & JUEL DANIEL a/k/a JUELL D. DANIEL personally, known to me (or
satisfactorily proven) to be the persons whose names are subscribed to the above instrument and
acknowledge that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

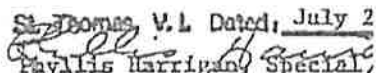
Sworn and Subscribed to before me
this 26 day of July, 2006.


NOTARY PUBLIC
My Commission Expires: Sept 23 06

ST: _____
It is hereby certified that the
mentioned property is which, according
to WARRANTY DEED DATED
belongs to: PLESSEE ENTERPRISE

has not, according to the Record
this office, undergone any change
boundaries and area.

Cadastral Survey/Tax Assessor

St. Thomas, V.I. Dated: July 2

Paylis Harrigan, Special
to the Tax Assessor for the
Office of the Lieutenant Governor



GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
CHARLOTTE AMALIE, ST. THOMAS, V.I. 00801

—0—
DEPARTMENT OF FINANCE
TREASURY DIVISION

TO: THE RECORDER OF DEEDS

FROM: THE TREASURY DIVISION

IN ACCORDANCE WITH Title 28, SECTION 121 AS AMEMDED, THIS IS
CERTIFICATION THAT THERE ARE NO REAL PROPERTY TAXES
OUTSTANDING FOR DANIEL, WINSOR E. & JUEL D.

Charlotte Amalie #2-4
New Qtr.

1-05603-0214-00

PARCEL NO

TAXES RESEARCHED UP TO AND INCLUDING 2004.

RESEARCHED BY:

Mauiel D. Hedrington
Mauiel D. Hedrington

TITLE:

Chief Enforcement

DATE:

July 17, 2006

VERIFIED BY:

for Charles Sebastian
Charles Sebastian

TITLE:

Chief Revenue Collection

DATE:

July 17, 2006

COLLECTOR NO.

8501

Doc# 2006080541

08/24/2006 2:55PM
Official Records of
ST THOMAS/ST JOHN
MILKA D. HART SHITH
RECORDER OF DEEDS

FIRST PRIORITY MORTGAGE

THIS FIRST PRIORITY MORTGAGE made as of this 24th day of August 2006, between PLESSEN ENTERPRISES, INC., a Virgin Islands Corporation, of P. O. Box 503358, St. Thomas, Virgin Islands 00805, as Mortgagor, and UNITED CORPORATION, as Mortgagee.

WITNESSETH: That to secure the payment of an indebtedness in the principal amount of THREE HUNDRED THIRTY THOUSAND and 00/100 DOLLARS (\$330,000.00), and interest thereon, payable in accordance with the terms of a Mortgage Note evidencing such indebtedness dated the date hereof, and further to secure the performance of all of the terms and provisions hereof, the Mortgagor hereby mortgages to the Mortgagee:

Parcel No. 2-4 Rem. Estate Charlotte Amalie
No. 3 New Quarter
St. Thomas, U. S. Virgin Islands
as shown on OLG Map No. D9-7044-T002

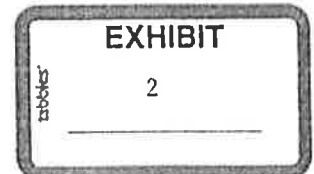
TOGETHER WITH the improvements thereon and hereafter made thereto, the rights, privileges and appurtenances belonging thereto and all easements appurtenant thereto;

TOGETHER WITH all right, title and interest of the Mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

TOGETHER WITH all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including, but not limited to indoor and outdoor furniture, boilers, piping, plumbing and bathroom fixtures, lighting fixtures, refrigeration, air conditioning and sprinkler systems, washtubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, washers and dryers, appliances, refrigerators, kitchen cabinets, incinerators, plants and shrubbery, swimming pool equipment and accessories, and all other equipment and machinery, appliances, built in furniture or cabinets, fittings and fixtures of every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto;

TOGETHER WITH all awards heretofore and hereafter made to the Mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and

Doc# 2006080542



other instruments sufficient for the purpose of assigning said awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND the Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness and interest as provided in the Note secured hereby.

2. Mortgagor is prohibited from conveying or further encumbering or transferring the Mortgaged Property without the Mortgagee's consent. If Mortgagor sells, encumbers or transfers the Mortgaged Property, then Mortgagee shall declare all indebtedness secured hereby to be accelerated and immediately due and payable, unless Mortgagee consents in writing to the sale, second mortgage or transfer, and unless the transferee or grantee assumes the indebtedness secured hereby in a form satisfactory to Mortgagee and without in any way discharging or reducing Mortgagor's liability for Mortgagor's obligations secured hereby.

3. That the Mortgagor will keep the buildings now existing or hereafter erected on the premises insured in such amounts as Mortgagee may reasonably require, but in no event in an amount less than the amount still owed to Mortgagee, under insurance policies providing fire, extended coverage, and earthquake coverage, naming Mortgagee as an insured as Mortgagee's interest may appear; will assign and deliver the policies or certificates therefor to the Mortgagee; and will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies or certificates therefor. All such policies and renewals shall provide that all proceeds wherefrom in the case of loss shall be payable to the Mortgagee for application pursuant to the terms hereof. If all or any part of the of the Mortgaged Property is destroyed or damaged at any time by any cause whatsoever, the Mortgagor shall give immediate notice to Mortgagee of such loss or damage and Mortgagee, in its absolute discretion, may apply the proceeds of any insurance policy covering the Mortgaged Property to the reduction or satisfaction of the indebtedness secured by this Mortgage in such manner as the Mortgagee may elect, and such application shall be without prejudice to any other right or remedy provided herein.

4. That no buildings now existing or hereafter placed on the premises shall be substantially altered or removed or demolished without the consent of the Mortgagee, and such buildings will be maintained by Mortgagor in good order and repair.

5. The holder of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. The Mortgagor will pay all real estate taxes, liens, assessments, and other charges for which provision has been made herein, and, if requested, furnish proof of payment of same within 30 days, and in default thereof the Mortgagee may pay the same. In the event that Mortgagor fails to pay said taxes or other assessments on or before the

due date, Mortgagee, at its sole option, may, but is not obligated to, pay said charges after first giving Mortgagor ten (10) days advance written notice of its intention to pay same, in which event Mortgagor shall immediately become liable to Mortgagee for said amount together with interest at the rate of ten per cent (10%) per annum.

7. In the event of default in the terms of the Note or this Mortgage, the rents and profits, and all the leases of all or any portions of the Mortgaged Property, whether now executed or executed after the date hereof, are hereby assigned to Mortgagee as further security for the payment of the indebtedness and Mortgagor will execute whatever other documents may be required by Mortgagee to effectuate such assignment and the collection by Mortgagee of all rents due hereunder.

8. The Mortgagor shall keep the Mortgaged Property in reasonably good repair, working order and condition and shall make all such needful and proper repairs, renewals and replacements thereto as in the reasonable judgment of the Mortgagee may be necessary; and Mortgagor will comply with all laws, regulations, permitting and licensing requirements, and ordinances as the same are in force and effect from time to time.

9. In the event the Mortgaged Property is sold under foreclosure and the proceeds are insufficient to pay the total indebtedness evidenced and secured by the Mortgage, including, but not by way of limitation, principal, interest, attorneys' fees, costs and all expenses and charges, the Mortgagor agrees to pay any such balance and the Mortgagee shall be entitled to a deficiency judgment.

10. In the event of legal proceedings being commenced to foreclose this Mortgage, it is agreed that there be claimed, by Mortgagee, and as part of the judgment allowed, all costs incident thereto including reasonable attorneys' fees, together with interest at the rate provided in the Note.

11. Any notice, demand, request or other communication required or permitted to be given to either party hereunder shall be in writing and shall be deemed given either (a) when delivered in person or (b) on the received date shown on the return receipt after depositing in the United States mail by certified mail, postage prepaid, and addressed to the respective address shown on this Mortgage or to such other address as either party may in writing furnish the other.

12. The rights and remedies of Mortgagee as provided herein, or in the Note, and the warranties therein contained, shall be cumulative and concurrent, and may be pursued singly, successively or together at the sole discretion of Mortgagee and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

13. If Mortgagor complies with the provisions of this Mortgage and pays to Mortgagee said principal sum and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of the Note and this Mortgage, and

in the manner and at the time therein set forth, without deduction, fraud or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

14. Mortgagor within twenty (20) days upon request by mail will furnish a written statement duly acknowledged of the amount due on this Mortgage and whether any offsets or defenses exist against the mortgage debt.

15. If any action or proceeding be commenced (except an action to foreclose this Mortgage or to collect the debt secured thereby), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this Mortgage (including reasonable counsel fees) shall be paid by the Mortgagor together with interest thereon at the rate of five percent (5%) per annum, and any such sum and the interest thereon shall be a lien on said Property, prior to any right, or title to, interest in or claim upon said Property attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be secured by this Mortgage. In any action or proceeding to foreclose this Mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering costs, disbursements and all allowances shall prevail unaffected by this covenant.

16. That in case one or more of the following "events of default" shall happen and shall not have been remedied, the Mortgagee, at its option, may declare the whole of the principal sum and interest at the rate of five per cent (5%) per annum from the date of default as evidenced by the Note and secured by the Mortgage to become immediately due and payable, and upon any such declaration the same shall become immediately due and payable; said "events of default" are as follows:

- a. Any default under the aforescribed Note shall also constitute a default under this Mortgage;
- b. Any default in the payment of any tax or assessment when the same shall become due and payable and such default shall continue for a period of thirty (30) days after written notice and demand;
- c. Any default in the performance of any of the other covenants hereof within the time, if any, provided for such performance in said covenants, respectively, and such default or defaults shall continue for a period of thirty (30) days after written notice and demand;
- d. If any proceeding is filed under bankruptcy or similar law seeking an order adjudging the Mortgagor a bankrupt or insolvent, for the winding up or liquidation of the Mortgagor's affairs or for the appointment of a receiver, liquidator, or trustee in bankruptcy or insolvency of the Mortgagor's, and any such order is entered and remains undischarged or unstayed for thirty

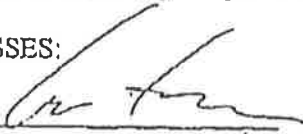
(30) days, unless by law a longer period is required; or if the Mortgagor institutes any such proceeding, consents to any such filing, order, or appointment, makes an assignment for the benefit of any creditor, or admits in writing the Mortgagor's inability to pay debts generally as they become due.

17. Mortgagor waives any right to trial by jury in any proceeding brought to enforce the terms of this Mortgage and the Note.

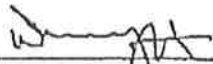
18. This Mortgage may not be changed or terminated orally. The covenants contained in this Mortgage shall run with the land and bind Mortgagor, its successors and assigns, and all subsequent owners, encumbrancers, tenants and subtenants of the Property, and shall inure to the benefit of the Mortgagee, its successors and assigns, and all subsequent holders of this Mortgage.

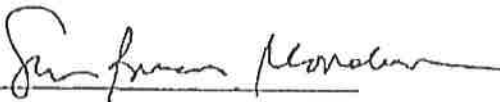
IN WITNESS WHEREOF this Mortgage has been duly executed by the Mortgagor as of the day and year first above written.

WITNESSES:



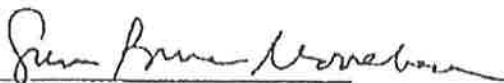
PLESSEN ENTERPRISES, INC.


By: Waleed Hamed, Vice President



TERRITORY OF THE U.S. VIRGIN ISLANDS)
DISTRICT OF ST. THOMAS & ST. JOHN) ss:

The foregoing was acknowledged before me this 24th day of August, 2006, by Waleed Hamed, as Vice-President of Plessen Enterprises, Inc., a Virgin Islands corporation, on behalf of the corporation.


NOTARY PUBLIC
My commission expires: _____

SUSAN BRUCH MOOREHEAD, NOTARY PUBLIC
P.O. BOX 1498
ST. THOMAS, USVI 00804
COMMISSION EXPIRES: 03/26/2010
COMMISSION NUMBER: LNP-004-06

Doc# 2006080542

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE made this 23 day of October, 2008, between PLESSEN ENTERPRISES, INC., a Virgin Islands corporation (herein "Grantor") and UNITED CORPORATION, a Virgin Islands corporation, P.O. Box 763, Christiansted St. Croix, VI 00821 (herein "Grantee");

WITNESSETH: That the Grantor, in consideration of the release and cancellation by Grantee of all of Grantor's obligations under a First Priority Mortgage and Note dated 08/24/06, which Mortgage was recorded on 08/24/06, as Document No. 2006008542, in the Office of the Recorder of Deeds for St. Thomas and St. John, Virgin Islands, does hereby grant, convey and release unto the Grantee, its successors and assigns, in fee simple absolute, forever, all that certain parcel of land situate, lying and being in St. Thomas, U.S. Virgin Islands, described as follows:

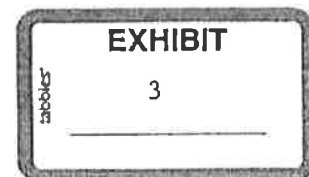
Parcel No. 2-4 Rem. Estate Charlotte Amalle
No. 3 New Quarter
St. Thomas, U.S. Virgin Islands
consisting of 0.536 acre, more or less
as shown on OLG Map No. D9-7044-T002, dated April 10, 2002

TOGETHER with the improvements thereon and the rights, privileges and appurtenances belonging thereto, or in anywise appertaining.

SUBJECT, HOWEVER, to all easements, restrictions, agreements, covenants and declarations of record and to Virgin Islands zoning regulations.

TO HAVE AND TO HOLD the premises conveyed hereby, with all privileges and appurtenances thereof, unto the Grantee, its successors and assigns, in fee simple absolute forever; subject to the conditions and reservations set forth herein.

GRANTOR covenants that it has the right to convey title in fee simple and that the property is free from every encumbrances suffered or created by acts of Grantor, except as aforesaid, and Grantor warrants and will defend the title to the above granted property against all persons lawfully claiming the same from, through or under the Grantor.




DOC# 2009001984

IN WITNESS WHEREOF, the Grantor has duly executed this Deed in Lieu of Foreclosure as of the date first above written.

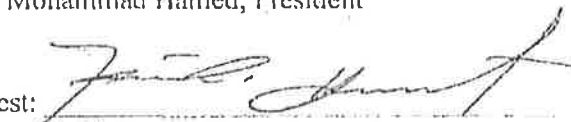
Witnesses:

PLESSEN ENTERPRISES, INC.



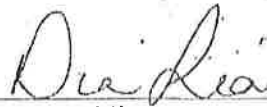

By: Mohammad Hamed, President



Attest: 
Fathi Yusuf, Secretary

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:

The foregoing instrument was acknowledged before me this 23rd day of October, 2008, by Mohammad Hamed, as President of Plessen Enterprises, Inc., a Virgin Islands corporation, on behalf of the corporation.



Notary Public
My commission expires: April 12, 2012
My commission number: NP039-08



NOTED IN THE CADASTRAL RECORDS
FOR COUNTRY/TOWN PROPERTY, BOOK FOR

ESTATE CHARLOTTE AMALIE

NO. 3 NEW QUARTER

ST. THOMAS, U.S. VIRGIN ISLANDS

Cadastral Survey/Tax Assessor Offices
St. Thomas, V.I. Dated: October 31, 2008

Phyllis Harrigan
Phyllis Harrigan, Special Assistant
to the Tax Assessor for Surveys
Office of the Lieutenant Governor

ATTEST:

is hereby certified that the above
mentioned property/s which, according
to DEED IN LIEU OF FORECLOSURE dated October 23, 2008
belongs to: UNITED CORPORATION
(GRANTEE)

has not, according to the Records of
this office, undergone any changes as to
boundaries and area.

Cadastral Survey/Tax Assessor Offices

St. Thomas, V.I. Dated: October 31, 2008

Phyllis Harrigan
Phyllis Harrigan, Special Assistant
to the Tax Assessor for Surveys
Office of the Lieutenant Governor

NOTED
A.S.U. IN BOOK 78, PAGE 100
OFFICE OF THE
RECORDS OF DEEDS

Doc# 2009001984
Pages 5
03/24/2009 1:26PM
Official Records of
ST THOMAS/ST JOHN
MELBA G. HART SMITH
RECORDER OF DEEDS
Fees \$347.00

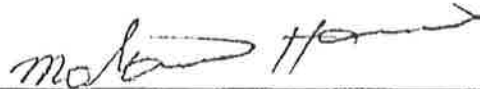


Deed in Lieu of Foreclosure
Pcl. 2-4 Reim Charlotte Amalie
Page - 3 -

AFFIDAVIT OF EXEMPTION

Mohammad Hamed, being duly sworn, deposes and states:

1. I am the President of Plessen Enterprises, Inc., Grantor herein;
2. This transfer is exempt from tax stamps pursuant to Title 33 Virgin Islands Code, Section 128 (2), as it is given solely in order to release security for an obligation.
3. The Government's assessed value for recording cost purposes is \$330,000.00.



Mohammad Hamed, President of
Plessen Enterprises, Inc.

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:

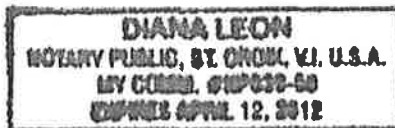
Subscribed and sworn to before me this 23rd day of October, 2008 by Mohammad Hamed,
as President of Plessen Enterprises, Inc., a Virgin Islands corporation, on behalf of the corporation.



Notary Public

My commission expires: April 12, 2012

My commission number: NP037-08





GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
CHARLOTTE AMALIE, ST. THOMAS, V.I. 00802

----0----

Office of the Lieutenant Governor

TAX CLEARANCE LETTER

TO: THE RECORDER OF DEEDS

FROM: OFFICE OF THE TAX COLLECTOR

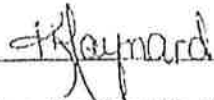
IN ACCORDANCE WITH Title 28, SECTION 121 AS AMENDED, THIS IS
CERTIFICATION THAT THERE ARE NO REAL PROPERTY TAXES
OUTSTANDING FOR PARCEL NO. 1-05603-0214-00
LEGAL DESCRIPTION CHARLOTTE AMALIE 2-4, NEW QTR.
OWNER'S NAME DANIEL, WINSOR E.

TAXES RESEARCHED UP TO AND INCLUDING 2005.

RESEARCHED BY:

Karen Maynard, Tax Collector I

SIGNATURE:



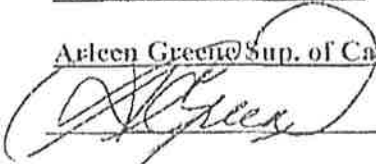
DATE:

Friday, October 31, 2008

VERIFIED BY:

Arlene Green Sup. of Cashiers STT/STJ

SIGNATURE:



DATE:

Friday, October 31, 2008

Doc# 200901904

Doc# 2009081983
Pages 1
03/23/2009 1:26PM
Official Records of
ST THOMAS/ST JOHN
WILMA O. HART SMITH
RECORDER OF DEEDS
Fee \$85.50

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that that certain First Priority Mortgage in the principal amount of \$330,000.00, dated 08/24/06, between United Corporation, as Mortgagee, and Plessen Enterprises, Inc., as Mortgagor, covering the following real property:

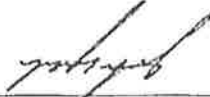
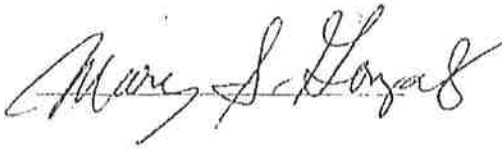
Parcel No. 2-4 Rem. Estate Charlotte Amalie
No. 3 New Quarter
St. Thomas, Virgin Islands

and recorded in the Office of the Recorder of Deeds for the District of St. Thomas and St. John on 08/24/06 as Document No. 2006008542, is hereby canceled, discharged and released of record.

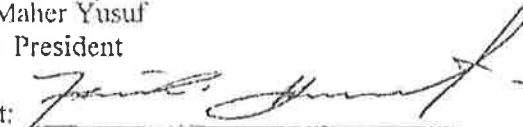
IN WITNESS WHEREOF this Release is executed as of the date set forth below.

WITNESSES (2 required):

UNITED CORPORATION



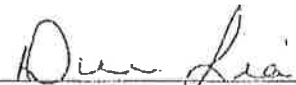
By: Maher Yusuf
Title: President

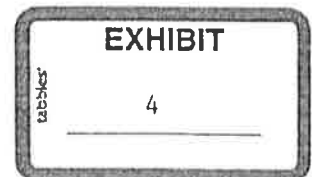
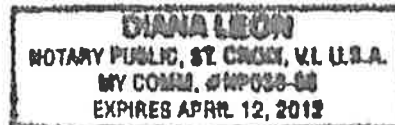
Attest: 
Fathi Yusuf
Secretary

TERRITORY OF THE VIRGIN ISLANDS)
DIVISION OF ST. CROIX) ss:

The foregoing instrument was acknowledged before me this 23rd day of October, 2008 by Maher Yusuf, as President of United Corporation, a Virgin Islands corporation, on behalf of the corporation.




Notary Public
My commission expires: April 12, 2012
My commission number: NP039-08



Doc# 2009081983

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,
MUFEEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES,

Additional Counterclaim Defendants.

CIVIL NO. SX-12-CV-370

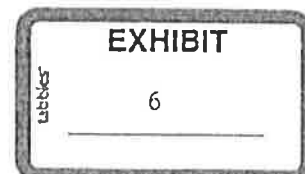
ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

DECLARATION OF JOHN GAFFNEY

I, John Gaffney, pursuant to 28 USC § 1746 and Super. Ct. R. 18, under the penalties of perjury, state and affirm that the following is true and correct:

1. I am the Senior Controller of United Corporation d/b/a Plaza Extra. As such, my duties include the collection, supervision and updating of accounting data and financial information concerning, among other things, the three supermarket stores known as Plaza Extra-East, Plaza Extra-Tutu Park, and Plaza Extra-West.

2. I have been shown a declaration of Joel H. Holt dated January 28, 2016 attached as Exhibit 8 to "Plaintiff's Motion and Memorandum In Support Thereof To Remove The Liquidating Partner" (the "Motion"). I prepared the "Summary of Remaining Partnership Items For the Period From Jan 1, 2013 to Sept 30, 2015" (the "Summary") that was included as a part of the Partnership accounting provided to the Partners, Mohammad Hamed and Fathi Yusuf,



and the Master on November 16, 2015 and which was attached as Exhibit 6 to the Motion. The purpose of the Summary was to explain the Partnership debits and credits for the period from January 1, 2013 to September 30, 2015 with respect to the three Plaza Extra stores. The Summary was delivered to Attorney Holt on or about November 16, 2015 when I delivered a check payable to Mr. Hamed in the amount of \$183,381.91 to Attorney Holt. While I did not provide the "back up" for the Summary at that time, I did inform Attorney Holt that I would do so in connection with the next bi-monthly report that was due at the end of November. Furthermore, I told him I would be happy to answer any questions and provide whatever support was needed immediately, if he so desired. Attorney Holt did not ask to meet with me until we met on January 25, 2016.

3. The \$119,529.01 entry reflected on the Summary represents the cumulative total of gross receipts taxes and insurance paid by the Partnership, through Plaza Extra-East, from January 1, 2013 through March 8, 2015 on behalf of the United Shopping Center. Mr. Yusuf has steadfastly objected to any effort to claim that United Corporation owed this to Plaza Extra-East because he contends his original agreement with Mr. Hamed was that Plaza Extra-East would pay all gross receipts taxes and insurance on behalf of the United Shopping Center. Since I began providing accounting services with respect to the Plaza Extra Stores, I have never found any evidence that the United Shopping Center ever previously paid or reimbursed Plaza Extra-East for such gross receipts taxes and insurance.

4. The \$72,984.02 "discrepancy" addressed in ¶ 4 of the declaration of Attorney Holt relates to two invoices in the amount of \$59,867.02 (for condensers ordered for Plaza Extra-East in 2014) and \$13,117 (for shopping carts ordered for Plaza Extra-East). At an initial meeting between Judge Ross, Attorney Holt, and me, I was instructed by Judge Ross to credit

the Partnership for these two invoices. While I informed Judge Ross that Mr. Yusuf would object, I did in fact credit the Partnership as instructed. Later, after much back and forth between the Partners and their representatives, at a meeting between Judge Ross, Mr. Yusuf and me on October 1, 2015, Judge Ross instructed me to take out the credits previously provided to the Partnership for the condensers and shopping carts. I informed Judge Ross that I would maintain visibility of this disputed transaction by simply posting offsetting charges.

5. When we met on January 25, 2016, Attorney Holt appeared to be confused over the \$186,819.33 entry reflected on the Summary. This entry is a stated liability from United Corporation to the shareholders on the books of Plaza Extra-Tutu Park. I did not say to Attorney Holt that I "had no idea why this amount was on this ledger." I know why it was reflected on the ledger because it was carried over from the previous books and records of the corporation. What I did say was that no audit trail exists to validate the transactions giving rise to this liability as they occurred many years ago. I went on to say that it is not uncommon for audit trails to disappear over long periods of time and accountants generally except the validity of such items since they are reported on tax returns, as was this entry. The accounting records of United Corporation originally reflected the account as "Due to/from Shareholders." After the retroactive establishment of the Partnership, I added an account called "Due to/from Hamed" and changed the "Shareholders" reference to Yusuf to avoid confusion over the shareholders versus partners.

6. Attorney Holt's confusion over the balance of \$186,819.33 reported on the balance sheet of Plaza Extra-Tutu Park on December 31, 2012 appeared to be due, in part, to his comparison of the balance sheet of Plaza Extra-Tutu Park with the Combined balance sheets of all three stores. I told him not to compare the "St. Thomas" and "Combined" balance sheets

as it was tantamount to comparing balance sheets of different companies. The fact that the balance on the combined balance sheet was \$117,644.33 on December 31, 2013 was very clear to me, but unfortunately, not for Attorney Holt. The difference of \$69,175.00 is simply an offsetting amount on the Plaza Extra-West balance sheet. Even after I pointed out to Attorney Holt that the \$186,819.33 had not changed on the Plaza Extra-Tutu Park balance sheet, he remained confused. Attached as Exhibits A, B, and C are balance sheets I have produced for Plaza Extra-Tutu Park, Plaza Extra-West, and Combined. The \$69,175 shown on Plaza Extra-West balance sheet relates to money Mr. Yusuf owed to the Partnership for 2012 tax extension payments originally charged to shareholder distributions. If you look at the Summary (Exhibit 6 to the Motion), there is an "A/C 14000" settlement amount for Plaza Extra-West. By the reconciliation date in 2015, other transactions obscured the \$69,175 from the earlier year. One such transaction was the reporting of the ByOrder Investments series of transactions. When I started to explain this, it appeared that Attorney Holt was even further confused. I then asked him to allow me to explain it to Mr. Hamed's accountants to eliminate any confusion and resulting suspicion. Although Attorney Holt appeared to be satisfied with this suggestion, I have never been asked to provide any further explanation. The ByOrder monies were received in 2014 and 2015. With each cash receipt, Mr. Hamed was issued a check for his 31% interest, while Mr. Yusuf was not issued a check for his percentage interest. Therefore, the \$69,175 Mr. Yusuf originally owed to Plaza Extra-West eventually became the \$120,167.33 Plaza Extra-West owed to Mr. Yusuf, as reflected in the Summary.

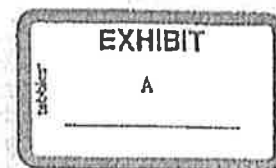
Dated: February 16, 2016


John Gaffney

United Corporation STT (Pship)
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 Cash - Petty	\$ 10,000.00	\$ 10,000.00
10100 Cash - Registers	5,000.00	5,000.00
10200 Cash - Safe	61,000.00	61,000.00
10300 Cash - Bank Op'g 2010	325,585.62	20,106.91
10350 Cash - Bank Payroll 0640	18,894.76	10,523.05
10400 Cash - Bank CC 6143	53,203.15	306,646.08
10500 Cash - Bank Telchk 6719	116,760.40	107,890.35
11000 Accounts Receivable - Trade	14,083.33	0.00
12000 Inventory	2,184,104.30	2,008,308.64
13100 Prepaid Insurance	119,989.70	63,398.58
14000 Due from (to) SH's Yusuf	(186,819.33)	(186,819.33)
14100 Due from (to) Plaza East	(126,480.79)	0.00
14300 Due from (to) Plaza West	117,689.46	0.00
Total Current Assets	2,713,010.60	2,406,054.28
Property and Equipment		
16100 Leasehold Improvements	4,188,558.00	4,188,558.00
16200 Fixtures & Store Equipment	2,253,883.85	2,247,158.00
16400 Security Equipment	99,335.60	95,180.00
16500 Vehicles & Transport Equipment	25,800.00	25,800.00
16900 Accum Depreciation	(4,201,529.00)	(4,092,580.00)
Total Property and Equipment	2,366,048.45	2,464,116.00
Other Assets		
17000 Land	330,000.00	330,000.00
19000 Deposits	37,962.40	37,962.40
Total Other Assets	367,962.40	367,962.40
Total Assets	\$ 5,447,021.45	\$ 5,238,132.68

Unaudited - For Management Purposes Only

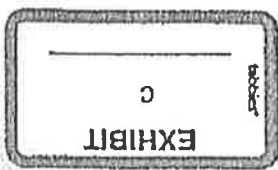


United Corporation (West) (Philp)
Balance Sheet
As of December 31, 2013 and Prior Year

	<u>As of 12/31/13</u>	<u>As of 12/31/12</u>
ASSETS		
Current Assets		
10000 Cash - Petty	\$ 10,000.00	\$ 10,000.00
10100 Cash - Registers	14,435.00	14,435.00
10200 Cash - Safe	36,032.00	80,000.00
10300 Cash - Bank Op'g 6269	(672,207.87)	(613,302.06)
10400 Cash - Bank CC 3789	351,196.21	583,059.33
10500 Cash - Bank Telchik 2918	2,343,033.13	2,246,391.86
11000 Accounts Receivable - Trade	21,738.20	0.00
12000 Inventory	4,259,525.49	4,242,815.36
13100 Prepaid Insurance	83,679.76	73,059.38
13400 Due from Employees - Loans	62,561.39	0.00
14000 Due from (to) Yusuf	69,175.00	0.00
14100 Due from (to) Plaza East	(365,262.10)	0.00
14400 Due from (to) Plaza STT	(117,689.46)	0.00
14500 Due from (to) Shopping Ctr	900,000.00	0.00
15100 Marketable Securities - BPPR	37,767,429.03	43,069,015.83
15150 Unrealized (Gain) Loss - BPPR	(2,324,369.86)	(3,778,720.41)
15200 Marketable Securities - ML	336,378.45	201,293.74
15250 Unrealized (Gain) Loss - ML	0.00	1,611,901.72
Total Current Assets	42,775,654.37	47,739,949.75
Property and Equipment		
16000 Buildings	3,478,103.00	3,478,103.00
16200 Fixtures & Store Equipment	2,977,514.00	2,977,514.00
16400 Security Equipment	109,333.00	109,333.00
16900 Accum Depreciation	(4,272,215.00)	(4,183,036.00)
Total Property and Equipment	2,292,735.00	2,381,914.00
Other Assets		
19000 Deposits	10,000.50	10,000.50
19200 Due from (to) Peter's Farm	1,598,689.00	1,527,708.00
19300 Due from (to) Plessen	5,004,610.00	5,089,018.00
19400 Due from (to) Sixteen Plus	140,719.62	87,004.26
19500 Due from (to) DAAS Corp	0.00	327,500.00
Total Other Assets	6,754,019.12	7,041,230.76
Total Assets	\$ 51,822,408.49	\$ 57,163,094.51

Unaudited - For Management Purposes Only





Unaudited - For Management Purposes Only

As of 12/31/12	As of 12/31/13
30,000.00	30,000.00
33,870.00	33,870.00
221,000.00	177,032.00
(1,519,575.21)	(923,160.09)
10,523.05	18,894.76
1,454,852.93	932,533.54
4,171,924.43	7,703,852.96
0.00	4,450.00
0.00	43,528.26
9,443,569.48	9,553,982.58
200,320.86	278,216.83
(0.04)	75,006.39
(186,819.33)	(117,644.33)
0.00	(491,742.89)
0.00	482,951.56
0.00	8,791.33
0.00	(391,409.69)
43,069,015.83	37,767,429.03
(3,778,720.41)	(2,324,369.86)
201,293.74	336,378.45
1,611,901.72	0.00
54,963,157.05	53,198,590.83
Total Current Assets	
3,478,103.00	3,478,103.00
4,214,919.00	4,214,919.00
7,293,445.00	7,377,032.21
294,445.00	298,600.60
57,050.50	57,050.50
(10,465,458.00)	(10,677,021.00)
4,872,504.50	4,748,684.31
Total Property and Equipment	
17,000	17,000
19,000	19,000
19,100	19,100
19,150	19,150
19,200	19,200
19,300	19,300
19,400	19,400
19,500	19,500
19,600	19,600
Other Assets	
17,000	17,000
19,000	19,000
19,100	19,100
19,150	19,150
19,200	19,200
19,300	19,300
19,400	19,400
19,500	19,500
19,600	19,600
Total Other Assets	
67,254,855.21	65,079,257.16
Total Assets	

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

ASSETS

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

EXHIBIT

7

tabbles

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

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

By: Joel H. Holt

and

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

By: Carl Hartmann, III

For the Defendant/Counterclaimants

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

By: Gregory H. Hodges

and

Law Offices of
Nizar A. DeWood
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830

By: Nizar A. DeWood

Cheryl L. Haase
(340) 773-8161

FATHI YUSUF -- DIRECT

1 **A.** Yes.

2 **Q.** Okay. And that would include 50-percent interest
3 in the net profits of any bank accounts, payables,
4 receivables?

5 **A.** Whatever is belong to Plaza is for me and him.

6 **Q.** Okay. Now, you mentioned some conditions. What
7 conditions are there?

8 Are there some other conditions to this
9 partnership agreement?

10 **A.** No. The condition is, I have the final word.
11 It's I am obligated to consult with him, if I see it's
12 important for me to consult. I was suppose to be, after
13 1993, I was supposed to have an office within the
14 supermarket free of charge. I was -- he was supposed to,
15 the Plaza Extra was supposed to pay all the gross receipt
16 from January 1st, 1994 up to present, and it was covering in
17 the building, the entire building of United Shopping Plaza.

18 My duty was, is to go and commit the same
19 thing we ensure, to bring money to Mr. Hamed an extent,
20 which cost him nothing. It cost me personal guarantee, and
21 it costing me everything I own except my children and my
22 wife.

23 **Q.** Okay. And so I'm going to go back in reverse
24 order a little bit.

25 **A.** Yes.

FATHI YUSUF -- DIRECT

1 Q. When you say one of the conditions was -- was he
2 agreed to cover United, you're talking about insurance
3 coverage, is that what you're talking about?

4 A. No, including the insurance.

5 Q. Okay. So the Plaza Extra stores would pay for
6 insurance on the whole shopping center?

7 A. Yes.

8 Q. And the Plaza Extra Supermarket would pay the
9 gross receipts, not just on the grocery store profits, but
10 on the rent?

11 A. Yes.

12 Q. Okay.

13 A. Excuse me. One more item. The United Shopping
14 Plaza was using the entire shopping center value
15 depreciation to offset any income tax, which that, in
16 return, it will give you greater saving than the insurance
17 and the gross receipt.

18 Q. So there's a tradeoff you're giving them --

19 A. It's a tradeoff, yes.

20 Q. You're giving them depreciation; they're paying
21 gross receipts and insurance?

22 A. Yes. Yes, sir.

23 Q. Okay. And then you said that something about an
24 office that --

25 A. No, I have -- you see, I have an office in the --

ANCE AGENCY, INC.

36065

Check Number: 36065

Check Date: Jul 1, 2006

Duplicate

Check Amount: \$379,645.33

Discount Taken Amount Paid

379,645.33

to be Paid - Description

UNITED CORPORATION D/B/A

PLAZA EXTRA

4C & 40 ESTATE SION FARM

CHRISTIANSTED, VI 00821

(340) 778-6240

BANK OF NOVA SCOTIA
CHRISTIANSTED, VI 00821

101-606216

DATE

Jul 1, 2006

36065


AMOUNT

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

PAY
TO THE
ORDER
OF:

INTER-OCEAN INSURANCE AGENCY, INC.
#7B PETER'S REST
ST. CROIX, VI 00822

Memo: ISURANCE RENEW STX & STT



⑆036065⑆ ⑆02606069⑆ 058⑆0006581⑆

HAMD604053

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

Check Number: 42595
Check Date: Jun 21, 2007

Duplicate
Check Amount: \$326,300.00

Item to be Paid - Description

Discount Taken Amount Paid
326,300.00

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

BANCO POPULAR DE PUERTO RICO 101-887216

DATE

Jun 21

AMOUNT

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

PAY TO THE ORDER OF: Three Hundred Twenty-Six Thousand Three Hundred and 00/100 Dollars

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

Memo: UNITED CORP (POLICY RENEWAL)


AUTHORIZED SIGNATURE

⑈042595⑈ ⑆021606674⑆ 191⑈148830⑈

HAMD604058

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

65537

Check Number: 65537
Check Date: Jan 6, 2012

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

Item to be Paid - Description
Liability insurance

UNITED CORPORATION D/B/A PLAZA EXTRA 4C & 4D ESTATE SON FARM CHRISTIANSTED, VI 00821 (340) 776-6240 (340) 719-1870	BANCO POPULAR DE PUERTO RICO 101-667216	65537
	DATE	Jun 6, 2012
	AMOUNT	*****\$371,490.00
Three Hundred Seventy-One Thousand Four Hundred Ninety and 00/100 Dollars \$		
VOID AFTER 90 DAYS		
FAY TO THE ORDER OF: INTER OCEAN INSURANCE AGENCY, INC. 7B ETERS REST SHOPPING CENTER CHRISTIANSTED, VI 00822-4134		
MEMO: COMER. PROPERTY RENEW 6/12-6/13		
#065537# 0021606674# 191# 148830#		
AUTHORIZED SIGNATURE		

HAMD604067

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

00707

Check Number: 69434
Check Date: May 20, 2014

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

Item to be Paid - Description
RENEW. RENEWAL 2014 -2015 INSURANCE POLICY

UNITED CORPORATION D/B/A
PLAZA EXTRA
40 & 4D ESTATE SION FARM
CHRISTIANSTED, VI 00821
(340) 778-6240 (340) 719-1870

BANCO POPULAR DE PUERTO RICO
101-007218

69434
CHECK NUMBER

DATE

May 20, 2014

AMOUNT

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

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

VOID AFTER 90 DAYS

[Handwritten Signature]
AUTHORIZED SIGNATURE

Memo: RENEWAL 2014-2015 INS.

⑈069434⑈ ⑆021606674⑆ 191⑈ 148830⑈

UNITED CORPORATION D/B/A PLAZA EXTRA

69434

HAMD604075

01/02 10 2014



FORM 720 V.I.

(REV. 10/2008)

Print Form

Government of the U. S. Virgin Islands
BUREAU OF INTERNAL REVENUE

Gross Receipts Monthly Tax Return

(Use for filing receipts of more than \$120,000 per year)

Employer Identification Number (EIN)

6 6 0 3 9 1 2 3 7

Please Print or
Type Clearly

CURRENT MONTH

0 1

Social Security Number (SSN)

□ □ □ □ □ □ □ □ □ □

20 1 2

Serial # (FOR INTERNAL USE ONLY)

□ □ □ □ □ □

Indicate Firm Type:

- Sole Proprietor
 Partnership
 Corporation

Accounting Method:

- CASH
 ACCRUAL

1.) GROSS RECEIPTS

1. 8 8 8 5 9 6 4 5 5

2.) (MINUS) EXEMPTION (ex. Standard \$9,000, Fishermen, EDC, lobby commissions, affordable housing, reserve account, etc.)

2. □ □ □ □ □ □ □ □ □ □

3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE

□ □

4.) TAXABLE RECEIPTS (also 1 minus line 2)

4. 8 8 8 5 9 6 4 5 5

5.) TAX DUE (multiply line 4 by the tax rate of 0.09 or 9%)

5. 3 9 9 8 6 8 4 0

6.) PENALTY (if payment is late, multiply line 5 by 5% (or 10% if payment is more than 30 days late, or 15% if payment is more than 60 days late, or 20% if payment is more than 90 days late, or 25% if payment is more than 120 days late)

6. □ □ □ □ □ □ □ □ □ □

7.) INTEREST (if payment is late, multiply line 5 by .01 or 1% per month)

7. □ □ □ □ □ □ □ □ □ □

8.) (minus) CREDITS (refunds, prior payments or withheld amounts)

8. □ □ □ □ □ □ □ □ □ □

9.) TOTAL AMOUNT DUE (add line 5, 6, 7 minus line 8)

9. 3 9 9 8 6 8 4 0

Name

UNITED CORPORATION

LMVA

PLAZA EXTRA
SUPERMARKET

Mailing Address

P.O. BOX 503358

City

ST. THOMAS VI 805

State

Zip Code

10.) Indicate Principal Business Activity Code:

4 4 5 1 0 0

(SEE REVERSE)

12.) Telephone Number

3 4 0 7 7 5 5 6 4 6

PLEASE REMIT BY DUE DATE TO:
BUREAU OF INTERNAL REVENUE
ST. THOMAS, U.S.V.I. 00802
ST. CROIX, U.S.V.I. 00620

I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 V.I.C. SECTIONS 42 & 43.

Print Name: Robert S. Smith

Title: CONTROLLER
(PRESIDENT, OWNER, ETC.)

Signature: [Handwritten Signature]

Date: 2/8/12

HAMD604078

EXHIBIT
9

GROSS RECEIPTS TAX 2012

Plaza Extra - St. Thomas

Plaza Extra - St. Croix East

Plaza Extra - St. Croix West

SOURCE: Plaza Extra - Store Sales

Start Date: January 1, 2012

End Date: January 31, 2012

	Gross Sales	Adjusted Gross Sales	
Plaza - St. Thomas	\$2,719,557.59		
Plus: Other	\$3,287.72		
Less: Credit card discount	(\$22,289.95)		
Total Gross Receipts:	St. Thomas	<u>\$2,700,555.38</u>	\$121,524.90
Plaza - St. Croix East	\$3,242,985.83		
Less Pharmacy	(\$15,588.63)		
Less: Credit card discount	(\$29,550.35)		
Plaza - St. Croix West	\$3,033,691.85		
Less Pharmacy	(\$20,935.48)		
Less: Credit card discount	(\$20,649.41)		
Total Gross Receipts:	STX East & West	<u>\$6,138,735.84</u>	\$276,243.11
United Shopping Plaza	\$46,673.33		
Total Gross Receipts:	STX Tenant	<u>\$46,673.33</u>	\$2,100.30
Total Gross Receipts		<u>\$8,885,964.55</u>	
Gross Receipt %		4.50%	
Gross Receipts Tax		<u>\$399,868.40</u>	\$399,868.40
<u>Summary of Other Income:</u>			
<u>DEPOSIT INCOME:</u>	01/04/12 Govt. of VI-STT	453.44	
	01/05/12 Moneygram	2,500.00	
	01/07/12 Govt. of VI-STT	119.28	
	01/09/12 Havana Blue	215.00	
		<u>3,287.72</u>	

HAMD604079

UNITED CORPORATION DBA PLAZA EXTRA
CITICARDS

35255

Check Number: 35255
Check Date: Feb 13, 2012

Check Amount: \$120,000.00
Discount Taken
Amount Paid 120,000.00

Item to be Paid - Description
GROS REC

EM587931377US

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 775-5646
PO BOX 503358
ST THOMAS, VI 00805-3358

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00804
101-805/216

35255
MICROFILMED

Check Number: 35255

DATE
Feb 13, 2012

Memo:

5466-1602-1227-2015

AMOUNT

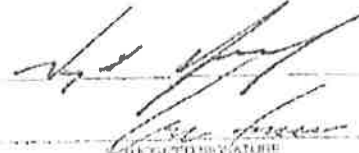
\$ 120,000.00

One Hundred Twenty Thousand and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITI CARDS
1500 BOLTON
COLUMBUS, OH 43228
USA

VOID IF NOT CASHED IN 90 DAYS



REGISTERED SIGNATURE

⑈035255⑈ ⑆021606056⑆ 044⑈55312010⑈

UNITED CORPORATION DBA PLAZA EXTRA

35255

HAMD604080

**United Corporation* - STT
Cash Requirements
As of Feb 13, 2012**

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

Vendor ID Vendor	Invoice/CM #	Date	Date Due	Amount Due	Disc Amt	Age
IRB	GROSS REC JAN	2/13/12	2/13/12	130,000.00		
CITI CARDS	GROS REC JAN 2	2/13/12	2/13/12	120,000.00		
	GRO REC JAN 20	2/13/12	2/13/12	120,000.00		
	GROSS REC 012	2/13/12	2/13/12	29,868.40		
IRB				399,868.40		
CITI CARDS						
Report Total				399,868.40		

**Government of the U. S. Virgin Islands
BUREAU OF INTERNAL REVENUE**

Gross Receipts Monthly Tax Return
(Use for filing receipts of more than \$120,000 per year.)

Employer Identification Number (EIN)

Please Print or Type Clearly
 CURRENT MONTH

Social Security Number (SSN)

20

Serial # (FOR INTERNAL USE ONLY)

Indicate Firm Type:
 Sole Proprietor
 Partnership
 Corporation
 Accounting Method:
 CASH
 ACCRUAL

1.) GROSS RECEIPTS	1.	<input type="text" value="8"/>	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="6"/>	<input type="text" value="0"/>	<input type="text" value="3"/>	<input type="text" value="6"/>	<input type="text" value="5"/>	<input type="text" value="5"/>
2.) (MINUS) EXEMPTION (tax standard \$9,000; fish men, EDC, lottery commissions, affordable housing, revenue discounts, etc.)	2.	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE	3.	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>
4.) TAXABLE RECEIPTS (line 1 minus line 2)	4.	<input type="text" value="8"/>	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="6"/>	<input type="text" value="0"/>	<input type="text" value="3"/>	<input type="text" value="6"/>	<input type="text" value="5"/>	<input type="text" value="5"/>
5.) TAX DUE (multiply line 4 by the tax rate of 0.04 or 4%)	5.	<input type="text" value="3"/>	<input type="text" value="6"/>	<input type="text" value="9"/>	<input type="text" value="7"/>	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="6"/>	<input type="text" value="4"/>	<input type="text" value=""/>
6.) PENALTY (if payment is late, multiply line 5 by .05 or 5% per month but not to exceed 25%)	6.	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
7.) INTEREST (if payment is late, multiply line 5 by .01 or 1% per month)	7.	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
8.) (MINUS) CREDITS (refunds, tax payments or withheld amounts)	8.	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value=""/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
9.) TOTAL AMOUNT DUE (add line 5, 6, 7 minus line 8)	9.	<input type="text" value="3"/>	<input type="text" value="6"/>	<input type="text" value="9"/>	<input type="text" value="7"/>	<input type="text" value="2"/>	<input type="text" value="1"/>	<input type="text" value="6"/>	<input type="text" value="4"/>	<input type="text" value=""/>

Name

D/B/A

Mailing Address

City State Zip Code

10.) Indicate Principal Business Activity Code:

 (SEE REVERSE)

12.) Telephone Number

PLEASE REMIT BY DUE DATE TO:
 BUREAU OF INTERNAL REVENUE
 ST. THOMAS, U.S.V.I. 00802
 ST. CROIX, U.S.V.I. 00520

(I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 & 43)

Print Name: MARGARET SWETNAM Title: OWNER
 Signature: Margaret Swetnam Date: 3/14/12

GROSS RECEIPTS TAX 2012

Plaza Extra - St. Thomas

Plaza Extra - St. Croix East

Plaza Extra - St. Croix West

SOURCE: Plaza Extra - Store Sales

Start Date: February 1, 2012

End Date: February 29, 2012

	Gross Sales	Adjusted Gross Sales	
Plaza - St. Thomas	\$2,500,519.08		
Plus: Other	\$2,129.76		
Less: Credit card discount	<u>(\$19,297.89)</u>		
Total Gross Receipts:	St. Thomas	<u>\$2,483,350.95</u>	\$111,750.79
Plaza - St. Croix East	\$2,989,419.82		
Less Pharmacy	<u>(\$47,212.14)</u>		
Less: Credit card discount	<u>(\$27,710.33)</u>		
Plaza - St. Croix West	\$2,851,020.23		
Less Pharmacy	<u>(\$38,772.50)</u>		
Less: Credit card discount	<u>(\$25,482.61)</u>		
Total Gross Receipts:	STX East & West	<u>\$5,701,262.27</u>	\$256,556.80
United Shopping Plaza	<u>\$31,423.33</u>		
Total Gross Receipts:	STX Tenant	<u>\$31,423.33</u>	\$1,414.05
Total Gross Receipts		<u>\$8,216,036.55</u>	
Gross Receipt %		4.50%	
Gross Receipts Tax		<u>\$369,721.64</u>	\$369,721.64
<u>Summary of Other Income:</u>			
<u>DEPOSIT INCOME:</u>	02/04/12 Am Red Cross	455.00	
	02/10/12 Govt. of VI-STT	493.76	
	02/27/12 Havana Blue	559.00	
	02/28/12 Merchant's Mkt	<u>622.00</u>	
		<u>2,129.76</u>	

HAMD604083

UNITED CORPORATION DBA PLAZA EXTRA

35462

CITI CARDS

Check Number: 35462
Check Date: Mar 20, 2012

Check Amount: \$119,721.64
Discount Taken
Amount Paid
119,721.64

Item to be Paid - Description
FEB 2012

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 775-5646
PO BOX 503358
ST THOMAS, VI 00805-3358

Check Number: 35462

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00804
101-605/216

35462
CHECK NUMBER

DATE
Mar 20, 2012

Memo:

5466-1601-7567-1021

AMOUNT
\$ 119,721.64

One Hundred Nineteen Thousand Seven Hundred Twenty-One and 64/100 Dollars

PAY
TO THE
ORDER
OF:

CITI CARDS
1500 BOLTON
COLUMBUS, OH 43228
USA

VOID IF NOT CASHED IN 90 DAYS



⑈035462⑈ ⑆021606056⑆ 044⑈55312010⑈

UNITED CORPORATION DBA PLAZA EXTRA

35462

UNPWR 501 CHECK
HAMD604084

UNIFIED CORPORATION DBA PLAZA EXTRA

35460

CITI CARDS

Check Number: 35460
Check Date: Mar 20, 2012

Check Amount: \$140,000.00
Discount Taken: _____
Amount Paid: 140,000.00

Item to be Paid - Description
3/19/2012

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 775-5648
PO BOX 503358
ST THOMAS, VI 00805-3358

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00804
101-805/216

35460
CHECK AMOUNT

Check Number: 35460

DATE
Mar 20, 2012

Memo:

5466-1602-1227-2015


AMOUNT
\$ 140,000.00

One Hundred Forty Thousand and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITI CARDS
1500 BOLTON
COLUMBUS, OH 43228
USA

VOID IF NOT CASHED IN 90 DAYS


AUTOGRAF SIGNATURE

⑈035460⑈ ⑆021606056⑆ 044⑈55312010⑈

UNITED CORPORATION DBA PLAZA EXTRA

35460

LMPUB M/P CHECK

HAMD604085

UNITED CORPORATION DBA PLAZA EXTRA

35461

CITI CARDS

Check Number: 35461
Check Date: Mar 20, 2012

Check Amount: \$110,000.00
Discount Taken
Amount Paid: 110,000.00

Item to be Paid - Description
3/12 GROSS

UNITED CORPORATION
DBA PLAZA EXTRA
(340) 775-5645
PO BOX 503358
ST THOMAS, VI 00805-3358

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00804
101-606/218

35461
BOOKEND

Check Number: 35461

DATE
Mar 20, 2012

Memo:

5466-1601-2710-4360

AMOUNT
\$ 110,000.00

One Hundred Ten Thousand and 00/100 Dollars

PAY
TO THE
ORDER
OF:

CITI CARDS
1500 BOLTON
COLUMBUS, OH 43228
USA

VOID IF NOT CASHED IN 90 DAYS

[Handwritten Signature]
AUTHORIZED SIGNATURE

⑈035461⑈ ⑈0216060561⑈ 044⑈55312010⑈

UNITED CORPORATION DBA PLAZA EXTRA

35461

UMP90 MP CHECK

HAMD604086

information in "one large 'document dump'" simply is untrue as reflected by the actual bi-monthly reports filed with the Court. Along with and prior to each bi-monthly report, the Liquidating Partner provided Hamed with all of the financial information described in those reports and required by the Court's Order Adopting Final Wind Up Plan. While the second and third bi-monthly reports acknowledged that the reconciliation of actual expenditures against projected expenses set forth in Exhibit A to the Plan was not provided until the third bi-monthly report, Hamed has not even attempted to argue that this prejudiced him or his accountants in any way.

At page 2 of the Objection, Hamed claims that the "Liquidating Partner allocated the purchase cost of two new condensers for the Plaza East store to himself, as they were purchased after the value of the stores equipment had been agreed to. However, he failed to allocate the cost of shipping and installation of these condensers to himself." Yusuf disputes that he allocated the purchase cost of these condensers to himself. Rather, it is Yusuf's position that the cost of the condensers as well as the shipping and installation costs should be borne entirely by the Partnership. Yusuf agrees, however, that this item will be one of the matters addressed in the "claims portion" of the liquidation process.

Hamed next claims that in the third bi-monthly report the Liquidating Partner fails to identify "a Merrill-Lynch account that has in excess of \$300,000 in it, all of which came from Plaza Extra funds." By email dated February 20, 2015, counsel for Hamed sent an email to the undersigned inquiring whether Yusuf "established a list of partnership assets unrelated to the three stores as required by § 4 on page 8 of the January 7th Order? For example, one Merrill-Lynch account was identified in the initial plan and a second one has surfaced (why not move both now?), which need to be identified along with any other such items[.]" He further stated

that “we need to address the small parcel in STT in United’s name (I think it is Parcel 2 Remainder Estate Charlotte Amalie – next to Ft. Mylner property) that needs to be transferred to Plessen now as previously agreed to.” The undersigned promptly responded as follows:

(2) No list has been established yet. Please identify the Merrill Lynch accounts you reference, particularly since I see none mentioned in either “initial plan,” and any other non-Plaza Extra Stores Partnership assets your client contends should be on the list;

* * *

(5) I do not believe the referenced parcel needs to be addressed now in connection with the disposition of the stores. I expect this parcel will likely be part of the disputed claims/accountings between the partners. Please inform me about the previous agreement you allude to.

See redacted email exchange of February 20, 2015 attached as Exhibit 1. Counsel for Hamed never bothered identifying the Merrill Lynch accounts. Furthermore, each of the bi-monthly reports filed to date include the following language: “To date, no non-Plaza Extra Stores Partnership Assets requiring liquidation have been identified by or to the Liquidating Partner.” See first bi-monthly report at p. 2, second bi-monthly at p. 3, and third bi-monthly report at p. 3. (“To date, no Partnership Assets requiring liquidation beyond those described above have been identified by or to the Liquidating Partner.”) (footnote omitted). At no time has Hamed provided the Liquidating Partner with any information establishing that a Merrill Lynch account in the name of a third party actually represents Partnership Assets. Hamed certainly does not explain why he only raised the prospect of such account 18 days after the filing of the third bi-monthly report.¹

Lastly, the Objection misrepresents that the third bi-monthly report “identifies a specific parcel of land in St. Thomas as partnership property . . .” See Objection at p. 2. The third bi-

¹ The Objection was filed on August 18, 2015, 18 days after the filing of the third bi-monthly and months after the filing of the previous two bi-monthly reports. Accordingly, the Objection is clearly untimely pursuant to LRCi 7.1.

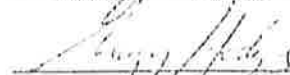
monthly report does no such thing. As clearly reflected in that report, there is a one half acre parcel titled in the name of Plessen Enterprises, Inc. and subject to a \$330,000 mortgage from Plessen to United Corporation. While the report does suggest that title should be transferred to Yusuf because, as he explained in his deposition, a portion of which is attached as Exhibit 1 to the Objection, Hamed had given Yusuf his word that he would convey such parcel to Yusuf. In any event, this disputed parcel will become a part of the "claims portion" of the liquidation process.

For all of the foregoing reasons, Yusuf respectfully requests this Court to overrule the Objection and to provide such further relief as is just and proper under the circumstances.

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: September 3, 2015

By:


Gregory M. Hodges (V.I. Bar No. 174)
1000 Frederiksberg Gade - P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com

and

Nizar A. DeWood, Esq. (V.I. Bar No. 1177)
The DeWood Law Firm
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830
Telephone: (340) 773-3444
Telefax: (888) 398-8428
Email: info@dcwood-law.com

Attorneys for Fathi Yusuf, Liquidating Partner

EXHIBIT 11



EXHIBIT 12



EXHIBIT 13



EXHIBIT 14

