

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

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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants,

vs.

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

Counterclaim Defendants.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-287

**ACTION FOR DECLARATORY
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

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

Plaintiff,

vs.

UNITED CORPORATION,

Defendant.

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

Plaintiff,

vs.

FATHI YUSUF,

Defendant.

Pursuant to the stipulated *Joint Discovery Plan*, as ordered by the Special Master on January 29, 2018, Hamed propounds the following Seventh Claims interrogatories numbered 42-48, relating to Yusuf claims:

- Y-06 Black Book Balance Owed United
- Y-07 Ledger Balance Owed United
- Y-09 Unreimbursed Transfers
- Y-10 Past Partnership Withdrawals - Receipts

More particularly, they relate to the attached **Exhibit A** -- an excerpt of the videotaped Deposition of Maher Yusuf (with referenced exhibits) taken under oath in this action; on April 3, 2014. Respondent signing the verification attached hereto is asked to review the attached deposition testimony and the referenced exhibits as being the true and correct testimony under oath of Maher Yusuf and United Corporation in this action.

Interrogatory 42 of 50:

Beginning at page 54 and running through this deposition testimony there is reference to \$1.6 million ("the \$1.6 million") that Yusuf/United assert is owed to either United or Yusuf by the Hameds as set forth in Maher Yusuf Deposition Exhibit 144 (attached to **Exhibit A**), Bates numbered HAMD200103, dated August 15th, 2012. Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, what stores or business operations that \$1.6 million relates to and, in full and similar levels of detail, which stores or business operations it does not relate to. Include but do not limit this to a discussion of all underlying documents used for the calculations and the calculations at to which amounts are ascribable to which stores.

RESPONSE:

Interrogatory 43 of 50:

Keeping in mind that Maher Yusuf's testimony, most clearly at pages 67-68, is that some of the receipts that were added to "calculate" \$1.6 million figure were intentionally destroyed by Maher Yusuf and others in anticipation of an FBI raid.

Q. Okay. So what was in the 1.6? You don't know, because they're all destroyed?

A. The receipts. The receipts similar to the ones I'm showing you here.

Q. I know, but the actual ones that you say added up to this 1.6, they're gone.

A. Right.

Q. Okay.

A. To this figure, yes. Yes.

Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, whether amounts that might have been due to Hamed at that exact same point in time, from the other stores, were included in this \$1.6 million calculation. Include, but do not limit this to how the \$1.6 million due for West is an accurate accounting of the total amount Hamed owed (or was owed) at that time or how admitting that \$1.6 million owed with regard to that one, East store is an admission to the full amount owed either way at that time -- further explaining his testimony at 69-70:

Q. But when this -- when this math was done, you didn't go and get the receipts from St. Thomas, right?

A. No.

Q. So in St. Thomas, for instance, it could be the Yusufs owe Hameds \$10 million, for all you know.

A. (Witness indicating).

Q. Right?

A. Could be whatever it could be. I don't know.

Q. Yeah. Okay.

And in the West store, since those weren't collected when you did this letter, --

A. Correct.

Q. -- again, the Yusufs could -- take a different number -- the Yusufs could owe the -- the Hameds \$1,241,386.42, couldn't they?

A. Whatever.

RESPONSE:

Interrogatory 44 of 50:

Keeping in mind that Maher Yusuf was testifying for United (as its President) in this deposition (it is captioned "30(B)(6) OF UNITED CORP. - MAHER "MIKE" YUSUF) and that Maher Yusuf's testimony, most clearly at pages 73-75, is that the receipts that were added to "calculate" \$1.6 million figure and in the Black Books and ledgers were **not** between Hamed and United, but **rather** between the Hameds and the Yusufs -- correcting amounts in the supermarket partnership, not with United.

Q. (Mr. Hartmann) Okay. And I now am going to show you an Exhibit numbered 149, which is Bates numbered at the upper right-hand corner, HAMD200105, and is a letter addressed on United Corporation stationery to Mr. Mohammad Hamed on August 22nd, 2012 from Fathi Yusuf. Did -- did Fathi Yusuf draw up this letter, or did you?

A. I don't recall if it was me, or me and him, or me alone. I -- I -- I don't -- I don't remember.

Q. Okay. But both of these letters were sent from Fathi Yusuf, right?

A. Yes.

Q. Okay. As a matter of fact, let's look at -- at 144. That's the one with the math on it, or 146, whichever you want.

A. Okay.

Q. Yeah, it's the same one. What does the signature on 144 or 146 say?

Whose signature is that?

A. That's my signa --

Q. You recognize it?

A. -- my signature.

Q. Your signature. But it says, For the Fathi Yusuf, right?

A. Right.

Q. Why would Fathi Yusuf -- you were the president, right, of United?

A. Yes.

Q. And -- and these were not adjustments for United Corporation, these were adjustments for Plaza Extra Supermarkets, is that correct?

A. Yes.

Q. Is that why Fathi Yusuf's name appears on all three of these, because these are partnership reconciliations?

A. Yes. It's for -- it's withdrawals from the store.

Q. Okay.

A. I mean, what's so hard in that?

Q. Nothing.

explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed.

RESPONSE:

Interrogatory 45 of 50:

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at pages 57-58:

A. I mean, Mr. Mohammad was pulling, you know, he was pulling some good money.

Q. Right. And if your father wanted to, you called it "pulling some good money"?

A. Yeah, he was pulling some good money, from the numbers you see here.

Q. I see. And was your father pulling some good money?

A. From where?

Q. From you.

A. He was not here. He was in St. Thomas.

Q. No, no. I'm just asking the question. Was he -- first, let's start with, was he pulling it from you?

A. No.

Q. No. Where was your father pulling it?

A. I'm not sure where he was pulling it from. I was not there where he was.

Q. Okay. He was in St. Thomas, right?

A. He was in St. Thomas. I'm in St. Croix.

Q. Okay. So if money was coming out by your father in St. Thomas, you wouldn't have been the one keeping the records, right?

A. No.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently -- where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

RESPONSE:

Interrogatory 46 of 50:

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at pages 57-58:

A. I mean, Mr. Mohammad was pulling, you know, he was pulling some good money.

Q. Right. And if your father wanted to, you called it "pulling some good money"?

A. Yeah, he was pulling some good money, from the numbers you see here.

Q. I see. And was your father pulling some good money?

A. From where?

Q. From you.

A. He was not here. He was in St. Thomas.

Q. No, no. I'm just asking the question. Was he -- first, let's start with, was he pulling it from you?

A. No.

Q. No. Where was your father pulling it?

A. I'm not sure where he was pulling it from. I was not there where he was.

Q. Okay. He was in St. Thomas, right?

A. He was in St. Thomas. I'm in St. Croix.

Q. Okay. So if money was coming out by your father in St. Thomas, you wouldn't have been the one keeping the records, right?

A. No.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently -- where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

RESPONSE:

Interrogatory 47 of 50:

Similarly, Maher Yusuf testified that the ledger entries referenced in regard to this case were sometimes made in ledgers, but also sometimes made in "receipts" and that many of those receipts were destroyed prior to the FBI raid in 2001, most clearly at pages 58-63:

Q. Okay. So -- so for every time money was withdrawn from the safe, one of two things -- when you were in control of it, one or two things happened, is that correct? Either you wrote a line in the ledger for Mohammad Hamed, or you filled out one of these receipts.

A. Right.

Q. What did -- was there a generic name for these receipts that everybody called them?

A. Receipts.

Q. Were they called chits ever?

A. You guys came up with that word.

Q. Oh, okay.

A. I never heard that word before.

Q. Okay. So these were all receipts.

A. Right.

Q. Okay. And -- and so for every transaction where cash was removed from any of the safes, -- There were three safe rooms, one in each store, is that correct?

A. Yes.

Q. -- there would have either been an entry in a ledger, or a receipt, is that correct?

A. Entry in a ledger, or a receipt?

Yes, yes.

Q. Okay. And -- and so just let's take a year, for example, 1998. I know nothing about it. This is a hypothetical question. If in 1998 I went to all three stores and I added up all the ledger entries, and all the chit -- all the receipt entries, I could find out to the penny how much money the Hameds had withdrawn, and how much money the Yusufs had withdrawn, is that correct?

A. That's, yeah, **if we could find the records, yes.**

Q. Yes. And you say that like you are not sure you can find the records.

A. Well, the FBI came in and took a lot of our records. It's still held by the District Court.

Q. I see. But if you could get those all together and add them up, you could get a number, is that correct?

A. Should be able to, yes.

Q. Okay. And to the best of your knowledge, all of those receipts still exist today from 1986 on?

A. No.

Q. Okay. Why don't you tell me about that?

A. About what?

Q. Why -- why some of them don't exist?

A. Should I explain -- that would explain the 1.6 that we have here on the letter.

Q. I'll get there, I swear. I just want to -- right now, I just want to know, I asked you if I could go around and collect all these receipts, add them up and find out how much the Hameds took out, and how much the Yusufs. You said yes. And I said, So I should be able to do that from the -- from back till now, and you said, no, there's a problem. You said some might be in the possession of a third party.

A. Right.

Q. When I have those from the third party, will I then be able to get that number?

A. To physically check every receipt by receipt?

Q. Through all the --

A. **There's -- there's some receipt was destroyed by Waleed Hamed, and some receipts were destroyed by me.**

Q. Okay. Tell me about that.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts ("there would have **either** been an entry in a ledger, **or** a receipt ") and some of those ledgers or receipts were intentionally destroyed?

RESPONSE:

Interrogatory 48 of 50:

Please describe Joint Defense agreement (“JDA”) in United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015 referenced in the Declaration of Gordon C. Rhea, Esq. on March 2, 2017 (**EXHIBIT B**). In your description, please include, but not limited to, what defendants were covered, what attorneys were paid under the agreement, the terms of how payment should be made to the defendants’ attorneys, how those payments were made, by whom the payments were made, when the payments were made, expert fees and expenses and the time period the JDA was in effect. Also describe how litigation decisions were made, who had conversations with attorneys directing their activities and which Defendants chose what would be stated in pleadings. (The response to this may be filed under seal if Yusuf asserts privilege or confidentiality, however, Hamed waives any such privilege or confidentiality.)

RESPONSE:

Dated: March 31, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of March, 2018, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross

Special Master

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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



VERIFICATION

I hereby certify under penalty of perjury that the facts contained in each of the foregoing responses to interrogatories are true and correct to the best of my knowledge, information and belief.

Dated: _____, _____, 2018

_____ Attesting Individual

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

DISTRICT OF _____) ss.

On this, the _____ day of _____, 2018, before me, the undersigned officer, personally appeared the signor known to me (or satisfactorily proven to be) the person whose name is subscribed to the within document and acknowledged that he/she executed the same for the purpose therein contained.

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

_____ Notary Public

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, MUFEEED)
HAMED, HISHAM HAMED, and PLESSSEN)
ENTERPRISES, INC.,)
)
Additional Counterclaim Defendants.)

THE VIDEOTAPED 30 (b) (6) ORAL DEPOSITION OF UNITED CORPORATION through its representative, MAHER "MIKE" YUSUF, was taken on the 3rd day of April, 2014, at the Law Offices of Adam Hoover, 2006 Eastern Suburb, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 10:07 a.m. and 2:42 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 A

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 it, but they could both get money as -- as the partners,
2 they could get money from you out of that room, right?

3 **A.** Yes.

4 **Q.** Okay. And -- and if your father came to you and
5 said, I want to take \$10,000 out of the safe for me as the
6 partner, what would -- what would -- what would you do about
7 that? How -- I just want the process of how it worked.

8 **A.** I never had any feelings with my father at needing
9 cash. He would just -- I don't remember. He was in
10 St. Thomas from --

11 **Q.** Oh.

12 **A.** He was in St. Thomas. I don't -- I don't
13 remember. But I -- I remember Mr. Mohammad asking me for
14 cash.

15 **Q.** Okay.

16 **A.** But my father, I don't remember. I don't.

17 **Q.** Okay. Well, I'm just trying to use an example.
18 We'll use Mr. Mohammad.

19 **A.** Sure.

20 **Q.** Mr. Mohammad, were you still in control in 2002,
21 did you say? I'm just, I just want to --

22 **A.** 2002, where?

23 **Q.** In St. Thomas? Or, no, I'm sorry, in St. Croix?

24 No, you were gone to St. Thomas by then,
25 right?

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 I'm sorry. I'm having a fantasy experience.
2 Just ignore it.

3 Withdraw the question.

4 While -- at some point while you were in
5 the -- in control of the safe, Mr. Mohammad might come to
6 you and say, I need \$10,000, is that correct?

7 **MR. HODGES:** Okay. Let's just make sure,
8 you're talking about the safe in the Plaza Extra East store?

9 **MR. HARTMANN:** East store.

10 **MR. HODGES:** Okay.

11 **Q. (Mr. Hartmann)** During the period that you were in
12 charge of it.

13 **A.** Yes, he would --

14 **Q.** He might come to you and say, I need \$10,000?

15 **A.** Yes.

16 **Q.** And what would you do? How -- just describe the
17 physical process of what would then next happen?

18 **A.** From '94, I believe I used to keep a ledger, and
19 that ledger is attached to the 2.7 million that you have
20 there. A ledger, and I called it Mohammad Hamed. And any
21 time he received money from me, I chat (phonetic) it down.

22 (Deposition Exhibit No. 144 was
23 marked for identification.)

24 **Q. (Mr. Hartmann)** And when you say it was attached
25 to that letter, I'm going to hand you Exhibit 144.

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 Is that the letter you were talking about?

2 A. Yeah. Well, yes.

3 Q. This is -- this is a document, Exhibit 144, Bates
4 numbered HAMD200103, dated August 15th, 2012.

5 And when -- when you sent this letter to --
6 when this letter was sent to Mr. Mohammad Hamed, it says,
7 does it not, that, This amount equals the proceeds you
8 previously withdrew through your agent, Waleed Hamed.

9 Is what you're describing his withdrawing is
10 withdrawing funds in this manner?

11 A. Right.

12 Q. I'm sorry?

13 A. Right, yes.

14 (Deposition Exhibit No. 146 was
15 marked for identification.)

16 Q. (Mr. Hartmann) Okay. And -- and I'm going to now
17 give you Document 146, and attached to this version of the
18 letter, is there a set of different documents?

19 A. Who are you referring to, the 144 or the 146?

20 Q. Well, the 146 you were just handed.

21 A. Exhibit 146?

22 Q. Yes.

23 A. Okay. It's the same letter.

24 Q. It's the same letter, but does -- the second one
25 has a series of attachments on it, --

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 **A.** Correct.

2 **Q.** -- does it?

3 Okay. If you'll look at the first attached
4 page, is -- is that the ledger you're describing?

5 **A.** Yes.

6 **Q.** Okay. So do I understand you correctly that if --
7 if someone came to you, you would write down the amount of
8 money they would -- they obtained from you?

9 **A.** Yes.

10 **Q.** And where on that ledger does it show the
11 withdrawals made by the Yusufs?

12 **A.** I -- this is not here.

13 **Q.** It's not there?

14 **A.** No.

15 **Q.** Do you have that?

16 **A.** It was receipts that we -- some receipts that
17 we -- we had.

18 **Q.** Was this ledger that you've attached here, was
19 that written contemporaneously with the withdrawals? In
20 other words, were you writing that ledger back in 19 -- the
21 dates that -- that are shown there?

22 **A.** Yes.

23 **Q.** And did you write a Yusuf ledger?

24 **A.** I don't recall writing a Yusuf letter -- ledger.
25 I think I did receipts at that time also.

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 Q. Okay.

2 A. But for Mohammad, I had a ledger, because Mohammad
3 used to be in the warehouse, so I would give it to him or
4 he'll stop by and I'll leave it with the girls to give it to
5 him. And I just wrote it down and just told Wally that,
6 Your father is coming for this and this and this and that.
7 You know, I was working under Wally at that time.

8 Q. Okay. And when you were working under Wally at
9 that time, would -- would Wally withdraw money?

10 A. Yes.

11 Q. Are -- are Wally's withdrawals listed on this
12 list?

13 A. On the ledger?

14 Q. Yes.

15 A. I -- I'm not sure if any of these would -- would
16 be Wally also, or just Mr. Mohammad, but let's go to the
17 next page.

18 Q. Okay.

19 A. There's a subtotal here which Wally signed --

20 Q. Okay.

21 A. -- to acknowledge all these withdrawals.

22 Q. I get that, but what I'm trying to get at is what
23 does it say at the top of that page?

24 A. Mohammad Hamed.

25 Q. Okay. So were those -- I'm just trying to get

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 whether you recall whether those were just Mohammad Hamed's
2 withdrawals, or whether they were also Wally's?

3 **A.** I don't remember if anything here was Wally's. I
4 can't remember.

5 **Q.** Okay. You don't know.

6 **A.** I mean, Mr. Mohammad was pulling, you know, he was
7 pulling some good money.

8 **Q.** Right. And if your father wanted to, you called
9 it "pulling some good money"?

10 **A.** Yeah, he was pulling some good money, from the
11 numbers you see here.

12 **Q.** I see. And was your father pulling some good
13 money?

14 **A.** From where?

15 **Q.** From you.

16 **A.** He was not here. He was in St. Thomas.

17 **Q.** No, no. I'm just asking the question. Was he --
18 first, let's start with, was he pulling it from you?

19 **A.** No.

20 **Q.** No.

21 Where was your father pulling it?

22 **A.** I'm not sure where he was pulling it from. I was
23 not there where he was.

24 **Q.** Okay. He was in St. Thomas, right?

25 **A.** He was in St. Thomas. I'm in St. Croix.

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 **Q.** Okay. So if money was coming out by your father
2 in St. Thomas, you wouldn't have been the one keeping the
3 records, right?

4 **A.** No.

5 **Q.** Who would have?

6 **A.** Waheed Hamed.

7 **Q.** Okay. All right. And -- and did you prepare this
8 letter that we're looking at, the exhibit?

9 **A.** Yes, I did.

10 **Q.** And could you explain to me what exactly the --
11 first of all, just generally, in your own terms, describe to
12 me what this letter was for.

13 Why did you send this letter?

14 **A.** Because they -- they withdrew all this money from
15 Plaza Extra operations, and I wanted to withdraw it to
16 offset this.

17 **Q.** Okay. So let me -- let me jump back again. I --
18 I kind of lost my track there for a second.

19 You said that for Mr. Mohammad Hamed, you
20 wrote a ledger out.

21 **A.** Yes.

22 **Q.** But other people were taking money out, right?

23 **A.** I never said that.

24 **Q.** No, no, no. I'm asking you. Besides Mr. Mohammad
25 Hamed, did -- did Wally draw money out, did you draw money

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 out, that you disbursed yourself?

2 **A.** Yeah, yes, at some times, yes.

3 **Q.** Okay. And you didn't -- you didn't keep a ledger
4 for those. You said you did it a different way.

5 **A.** I -- I did Mohammad own differently than --

6 **Q.** Okay.

7 **A.** -- if Wally was to pull, or I was to pull.

8 **Q.** Okay. If -- if you were to pull, then what would
9 happen?

10 **A.** We would write a receipt.

11 **Q.** Okay. And what -- and what would a receipt look
12 like?

13 **A.** It's a -- if you notice, if you go down some
14 pages, you'll see some of the records, the papers.

15 **Q.** Okay. So let's --

16 **A.** That's the receipts.

17 **Q.** -- let's turn to -- let's turn to the page, the
18 next page there, just the first receipt that appears, which
19 says YUSF106103.

20 **A.** 106103.

21 **Q.** Down at the very bottom left?

22 **A.** No.

23 **MR. HODGES:** Can you use the -- the FY
24 numbers at the bottom, the very bottom?

25 **Q. (Mr. Hodges)** Yeah. Just -- just look at any --

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 any one that you think reflects a receipt, and just tell me
2 what the -- that Bates number is at the bottom?

3 **A.** YUSUF --

4 **Q.** Right.

5 **A.** -- 106085.

6 **Q.** Okay. So now just tell me the normal course of
7 the transaction.

8 **A.** Wally asked me for money, or he asked his brother
9 for money.

10 **Q.** Okay.

11 **A.** And he took it in cash, and wrote a receipt.

12 **Q.** Okay. And if this one was -- what's the date
13 on -- on this one?

14 **A.** It's not clear here. It's -- it's not clear.

15 **Q.** Okay.

16 **A.** It's not clear. I'm not going to guess.

17 **Q.** So -- so do you have any idea when that receipt is
18 from?

19 **A.** It's -- this is not a clear copy. It looks like
20 '99; 12/29/99.

21 **Q.** 12/29, that's a guess?

22 **A.** Yeah. It looks -- it looks --

23 **Q.** Okay. So let's -- let's concentrate on that.

24 Would that be -- 12/29/99, would that be a -- a date that
25 you were there?

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 **A.** No.

2 **Q.** Oh, you were gone by then?

3 **A.** Yeah. I was in --

4 **Q.** Okay.

5 **A.** -- in construction.

6 **Q.** Okay. So -- so for every time money was withdrawn
7 from the safe, one of two things -- when you were in control
8 of it, one or two things happened, is that correct? Either
9 you wrote a line in the ledger for Mohammad Hamed, or you
10 filled out one of these receipts.

11 **A.** Right.

12 **Q.** What did -- was there a generic name for these
13 receipts that everybody called them?

14 **A.** Receipts.

15 **Q.** Were they called chits ever?

16 **A.** You guys came up with that word.

17 **Q.** Oh, okay.

18 **A.** I never heard that word before.

19 **Q.** Okay. So these were all receipts.

20 **A.** Right.

21 **Q.** Okay. And -- and so for every transaction where
22 cash was removed from any of the safes, --

23 There were three safe rooms, one in each
24 store, is that correct?

25 **A.** Yes.

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1 **Q.** -- there would have either been an entry in a
2 ledger, or a receipt, is that correct?

3 **A.** Entry in a ledger, or a receipt?

4 Yes, yes.

5 **Q.** Okay. And -- and so just let's take a year, for
6 example, 1998. I know nothing about it. This is a
7 hypothetical question. If in 1998 I went to all three
8 stores and I added up all the ledger entries, and all the
9 chit -- all the receipt entries, I could find out to the
10 penny how much money the Hameds had withdrawn, and how much
11 money the Yusufs had withdrawn, is that correct?

12 **A.** That's, yeah, if we could find the records, yes.

13 **Q.** Yes. And you say that like you are not sure you
14 can find the records.

15 **A.** Well, the FBI came in and took a lot of our
16 records. It's still held by the District Court.

17 **Q.** I see. But if you could get those all together
18 and add them up, you could get a number, is that correct?

19 **A.** Should be able to, yes.

20 **Q.** Okay. And to the best of your knowledge, all of
21 those receipts still exist today from 1986 on?

22 **A.** No.

23 **Q.** Okay. Why don't you tell me about that?

24 **A.** About what?

25 **Q.** Why -- why some of them don't exist?

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1 **A.** Should I explain -- that would explain the 1.6
2 that we have here on the letter.

3 **Q.** I'll get there, I swear. I just want to -- right
4 now, I just want to know, I asked you if I could go around
5 and collect all these receipts, add them up and find out how
6 much the Hameds took out, and how much the Yusufs. You said
7 yes.

8 And I said, So I should be able to do that
9 from the -- from back till now, and you said, no, there's a
10 problem. You said some might be in the possession of a
11 third party.

12 **A.** Right.

13 **Q.** When I have those from the third party, will I
14 then be able to get that number?

15 **A.** To physically check every receipt by receipt?

16 **Q.** Through all the --

17 **A.** There's -- there's some receipt was destroyed by
18 Waleed Hamed, and some receipts were destroyed by me.

19 **Q.** Okay. Tell me about that.

20 **A.** Sure. In 2000 -- that's, I'm -- to explain to
21 you, that's where the 1.6, I'm going to explain.

22 **Q.** I -- I understand that.

23 **A.** Okay.

24 **Q.** But right now, just tell me how --

25 **A.** Because it comes -- it's going to drive to this.

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1 Q. Okay.

2 A. Okay?

3 Q. That's fine.

4 A. 2001, that's the -- the year that we had the raid.

5 Q. Okay. What -- approximately what date?

6 A. October 23rd of 2001.

7 Q. Okay.

8 A. Okay. Sometime I would say a month and a half to
9 two months before that, Waleed got a call from Waheed saying
10 that something is going on. Some kind of agency is coming
11 to spot check us, look at us. I -- I don't know the details
12 of that. So among us, at that time, it was me, Mufeed and
13 Waleed in the Plaza Extra East, I was doing construction at
14 that time -- or, no, the store in West was open at that
15 time.

16 So I left my store, and I came to East to --
17 to discuss what's -- what's going on. Nobody wanted to
18 speak over the phone. We -- you know? We were trying to
19 not say anything over the phone, because we didn't know what
20 was going on. We just heard through the grapevine,
21 something is happening. We didn't know.

22 So between among us, we decided to destroy
23 some of the receipts, because they were all in cash. We
24 pulled out a good bit of receipts from the safes in Plaza
25 East. Mufeed was present with me. He had a whole, a heap

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1 of receipts for the Hameds only. It could be from either
2 one of the Hameds, once it's the Hamed. And receipts from
3 the Yusuf, which basically was just me, not, you know,
4 nobody else.

5 Mufeed, I guess you call it, tallied, and,
6 you know, put a tape on what they withdraw, and I put a
7 tally, a tape, on what I withdraw. And I gave him my
8 receipts to double-check my work, he gave me his receipt to
9 double-check his work.

10 Once everything dropped to the penny, we were
11 fine, I said, Listen. I'm destroying my receipts. You know
12 what I owe you guys. I owe you guys 1.3 million, and at
13 that time, they had pulled in receipts about 2.9 million.
14 Wally wanted to take a look at it, and as far as I know,
15 Wally got rid of the receipts. So 1.3 million from
16 2.9 million, this is where you get the 1.6 million.

17 **Q.** In Exhibit --

18 **A.** In Exhibit 146.

19 **Q.** Okay. So let me just see if I'm clear. The two
20 of you collected the receipts from everywhere?

21 **A.** No. You're -- I told you, from Plaza Extra East.

22 **Q.** Oh, just from Plaza Extra East?

23 **A.** I came from Plaza West.

24 **Q.** Okay.

25 **A.** I was open at that time.

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1 Q. Okay. And -- and do you know if the same thing
2 was done at Plaza Extra West and at--

3 A. Plaza Extra West, it was not done.

4 Q. It was not done?

5 A. No. We had just recently opened a year, --

6 Q. Okay.

7 A. -- and I believe I do have some receipts in that
8 safe --

9 Q. Okay.

10 A. -- up to this day.

11 Q. Okay.

12 A. Okay?

13 Q. And how about St. Thomas?

14 A. I don't -- St. Thomas didn't do anything. Now,
15 from reviewing the FBI records, they did not get rid of
16 anything.

17 Q. Okay.

18 A. Okay?

19 Q. Okay. Have -- have you ever attempted -- so if
20 I'm correct, any receipt that comes from East before the end
21 of 2001 has -- has theoretically been destroyed, and even if
22 it hasn't been destroyed, it was wiped out by the
23 reconciliation?

24 A. No. No. No. The safe, that was -- that safe
25 actually held everything to do with United Corporation,

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1 Plaza Extra, everything. Everything that's -- and
2 sometimes, even some personal stuff that was kept in there
3 for safekeeping from either the Hameds or the Yusuf. So, I
4 mean, it's a safe with about five drawers, I mean about five
5 shelves. The day-to-day receipts and this and that. I
6 mean, like the ledger, I remember the ledger after looking
7 at the FBI records, and I remembered the ledger, and I said,
8 Wait. We didn't get those receipts. And it still have more
9 receipts in that safe.

10 **Q.** Okay.

11 **A.** So it's not like I went and shelf by shelf by
12 shelf by shelf and clean out the safe. Remember, it's three
13 hands got into that safe, you know, after -- from -- from me
14 to Mufeed, and then Yousuf, I think he's now in charge.
15 Okay, so this --

16 **Q.** So -- so there might have been more receipts that
17 weren't calculated into the 1.6?

18 **A.** Correct, because the ledger goes back -- the
19 ledger goes back from 1994, I believe, here.

20 **Q.** Uh-huh.

21 **A.** Okay.

22 **Q.** So the ledger was or was not in the 1.6?

23 **A.** It was not in the 1.6.

24 **Q.** Okay. So what was in the 1.6? You don't know,
25 because they're all destroyed?

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1 **A.** The receipts. The receipts similar to the ones
2 I'm showing you here.

3 **Q.** I know, but the actual ones that you say added up
4 to this 1.6, they're gone.

5 **A.** Right.

6 **Q.** Okay.

7 **A.** To this figure, yes. Yes.

8 **Q.** And you don't know, could some of those be mixed
9 in with some of these?

10 **A.** No.

11 **Q.** How do you know that Wally destroyed all his?

12 **A.** It was given to him, and he said they was
13 destroyed.

14 **Q.** Okay. But you don't know.

15 **A.** I been taking his word for all these years.

16 **Q.** Okay. Okay. I'm just trying to understand,
17 really. And -- and so you added up, you took all these
18 receipts, which -- which were just Plaza East receipts?

19 **A.** Correct.

20 **Q.** And you said in your letter that -- that
21 additional withdrawals per the attached receipts was
22 \$1,095,000, right?

23 **A.** Uh-huh. Right. Right.

24 **Q.** More or less?

25 **A.** More or less.

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1 Q. And that's how you arrived at the amount of money
2 that United withdrew from the account to balance the
3 accounts, is that correct? Based on these receipts.

4 A. Yes.

5 Q. Okay.

6 A. Yes.

7 Q. Now, I think you heard yesterday in the deposition
8 of your father that when we added up all the receipts that
9 you provided us, we came out with \$334,363.75.

10 A. Correct.

11 Q. So, and your father said, If there's a discrepancy
12 there, we'll work that out.

13 A. Correct.

14 Q. So we trust you guys on that?

15 A. Really?

16 Q. But when this -- when this math was done, you
17 didn't go and get the receipts from St. Thomas, right?

18 A. No.

19 Q. So in St. Thomas, for instance, it could be the
20 Yusufs owe Hameds \$10 million, for all you know.

21 A. (Witness indicating).

22 Q. Right?

23 A. Could be whatever it could be. I don't know.

24 Q. Yeah. Okay.

25 And in the West store, since those weren't

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1 collected when you did this letter, --

2 **A.** Correct.

3 **Q.** -- again, the Yusufs could -- take a different
4 number -- the Yusufs could owe the -- the Hameds
5 \$1,241,386.42, couldn't they?

6 **A.** Whatever.

7 **Q.** So that's a yes, right?

8 **A.** (Witness shrugs shoulders.) I can't speak for
9 St. Thomas. I told you, I cannot speak for St. Thomas.

10 **Q.** Okay.

11 **A.** I'm speaking for Plaza East.

12 **Q.** Okay. So -- so at the time you wrote this letter
13 and explained why you were taking 2.7 million out, and this
14 was money that you were going to withdraw from the
15 Plaza Extra Supermarkets' account, right?

16 **A.** Yes.

17 **Q.** And this was money that you asked Mr. Hamed
18 through, by writing a letter to his agent, Wally, if you
19 could take it out, right?

20 **A.** I wasn't asking Mr. Hamed if I could take it out.
21 I was just letting him know, by the courtesy of letting him
22 know, that I'm going to pull the money.

23 **Q.** Okay. And -- but he said no, right? Wally said
24 no?

25 **A.** It doesn't matter what Wally says.

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1 Q. I get it. You don't --

2 A. I don't work for Wally.

3 Q. You don't have to make the political statement.

4 I'm just asking you whether --

5 A. I answered your -- I answered your question.

6 Q. -- he said no.

7 Did he say no?

8 A. He didn't say no.

9 Q. What did he say?

10 A. He say he write me a letter. I didn't even read
11 the letter. I read the letter a couple days later.

12 Q. And what did the letter say?

13 A. I -- I guess you have it there, right.

14 Q. Do you recall?

15 A. I don't recall the letter. Something about
16 Dorothea, and something like that. I don't know the letter
17 word by word.

18 Q. Did he say, Yes, it's okay for you to take the
19 \$2.7 million?

20 A. I believe he had disagreed that I took the
21 \$2.7 million.

22 Q. Okay.

23 A. But it didn't matter --

24 Q. Okay.

25 A. -- if he disagreed or agreed.

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1 Q. I get it.

2 A. The only person, my superior, --

3 Q. Yeah?

4 A. -- is my father.

5 Q. Okay. And -- and so you sent this letter to him
6 which added this 1,095,000 and some-odd dollars to the
7 million six, which you said was the reconciliation that you
8 had done earlier, the one that you described in 2001, right?

9 A. Yes.

10 Q. But this -- but this letter only is talking about
11 a reconciliation of one of the three stores, right? This
12 has nothing to do with Plaza Extra West, and what the
13 imbalances might be there. It has nothing to do with what
14 was happening at St. Thomas, or the imbalances there, right?

15 A. No. This is only Plaza Extra East.

16 Q. So, in fact, the day you wrote this letter, the --
17 the Yusufs might have owed the Hameds \$5 million?

18 A. For all you know, right?

19 A. That's impossible.

20 (Deposition Exhibit No. 147 was
21 marked for identification.)

22 Q. **(Mr. Hartmann)** So I'm going to show you
23 Exhibit 147, which is Document HAMD200104, which is a letter
24 dated Thursday, August 16th, 2012, to Fathi Yusuf from
25 Waleed Hamed.

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1 And is this the letter that you were
2 discussing that you had received?

3 **A.** Yes.

4 **Q.** And you didn't receive this until when, did you
5 say? Oh, I'm sorry. You said you didn't read it until
6 when?

7 **A.** I don't know what, if I got it a day or two days
8 after, or three days after, I'm not sure. But I don't -- I
9 don't -- I read it a couple days after, a day or so after I
10 got it.

11 **Q.** After you got it?

12 **A.** Yeah.

13 **Q.** How -- when did you read it in relationship to
14 when you took the money out of the bank?

15 **A.** I don't know a day. I told you a day after I got
16 it. After I got this letter.

17 **Q.** When did you take the money out of the bank,
18 let -- let me say that.

19 Do you recall?

20 **A.** I don't -- I don't recall that.

21 (Deposition Exhibit No. 149 was
22 marked for identification.)

23 **Q.** **(Mr. Hartmann)** Okay. And I now am going to show
24 you an Exhibit numbered 149, which is Bates numbered at the
25 upper right-hand corner, HAMD200105, and is a letter

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1 addressed on United Corporation stationery to Mr. Mohammad
2 Hamed on August 22nd, 2012 from Fathi Yusuf.

3 Did -- did Fathi Yusuf draw up this letter,
4 or did you?

5 **A.** I don't recall if it was me, or me and him, or me
6 alone. I -- I -- I don't -- I don't remember.

7 **Q.** Okay. But both of these letters were sent from
8 Fathi Yusuf, right?

9 **A.** Yes.

10 **Q.** Okay. As a matter of fact, let's look at -- at
11 144. That's the one with the math on it, or 146, whichever
12 you want.

13 **A.** Okay.

14 **Q.** Yeah, it's the same one.

15 What does the signature on 144 or 146 say?
16 Whose signature is that?

17 **A.** That's my signa --

18 **Q.** You recognize it?

19 **A.** -- my signature.

20 **Q.** Your signature.

21 But it says, For the Fathi Yusuf, right?

22 **A.** Right.

23 **Q.** Why would Fathi Yusuf -- you were the president,
24 right, of United?

25 **A.** Yes.

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1 **Q.** And -- and these were not adjustments for
2 United Corporation, these were adjustments for Plaza Extra
3 Supermarkets, is that correct?

4 **A.** Yes.

5 **Q.** Is that why Fathi Yusuf's name appears on all
6 three of these, because these are partnership
7 reconciliations?

8 **A.** Yes. It's for -- it's withdrawals from the store.

9 **Q.** Okay.

10 **A.** I mean, what's so hard in that?

11 **Q.** Nothing.

12 And is -- and is this third letter that I've
13 given you, 149, this is the one that either you or you and
14 your father worked on, and you said, did you not, That your
15 response letter through your agent, Waleed Hamed, does not
16 deny the validity of any of the amounts stated as owing and
17 outstanding.

18 Is that what you said, that his letter did
19 not refute that?

20 **A.** Yeah.

21 **Q.** Okay. Now, let's turn to his letter, 147, and if
22 you'd review that briefly?

23 **A.** (Witness reviewing document.)

24 **Q.** Okay. And in that letter, did Mr. Hamed say these
25 figures have not been agreed to?

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1 **A.** Yes, they have been agreed to.

2 **Q.** No, no. I'm just asking you whether he -- you
3 read this letter at that time --

4 **A.** Oh, yeah, yeah. I read this letter.

5 **Q.** And you understood him to be telling you, These
6 figures have not been agreed to?

7 **A.** I understand what he's saying, yeah.

8 **Q.** Okay. And did you also understand him to say that
9 there were no attachments; that he received Exhibit 144, not
10 Exhibit 146?

11 **A.** Right. He said there was no attachment.

12 **Q.** Okay.

13 **A.** But he did receive the attachment in an earlier
14 date. I don't think I need to produce that attachment with
15 the letter I gave him. And matter -- matter of fact, I did
16 produce that, this package --

17 **Q.** Uh-huh.

18 **A.** -- in Mr. Holt's office at that time.

19 **Q.** At some other time.

20 **A.** With all the -- with all attorneys there, and
21 Waleed agreed to it.

22 **Q.** At some other time.

23 **A.** All he said is, he agreed to the 1.6, and the
24 receipts, all he had to do is add them up, and if we took
25 them, it's fine. It's correct.

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1 Q. Okay.

2 A. So I didn't need his approval.

3 Q. I'm -- I'm not suggesting you did. I'm just
4 suggesting, asking you about what you read at the time
5 that -- that he sent you this letter.

6 And you did understand him to say that, There
7 are numerous other funds that have to be included in any
8 such calculations before disbursements can be made. You
9 understood that that was his objection, right?

10 A. Yeah, yeah, yeah.

11 Q. Okay.

12 A. But why he has an objection?

13 Q. I don't know.

14 A. You don't know.

15 Q. I just was looking at your letter where he said
16 you don't dispute the validity of it.

17 A. Hmm.

18 Q. And your letter -- your earlier letter says that
19 it came with attachments, but you said that there weren't
20 any attachments with it.

21 A. Oh, maybe -- well, the attachments was given at an
22 earlier date, yes.

23 Q. At some other time?

24 A. Couple weeks before.

25 Q. Oh, okay.

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1 **A.** Just maybe a week -- actually, a week or ten days
2 before that.

3 **Q.** Okay. And if those attachments only add up to
4 300,000, whatever the number I gave you was, that was just
5 an error, right?

6 **A.** That's your calculation, not my calculation.

7 **Q.** No, I understand. If they do --

8 **A.** They don't.

9 **Q.** Okay.

10 **A.** Because after I heard the testimony yesterday, --

11 **Q.** Yes.

12 **A.** -- I went back and recalculated this, and actually
13 I shorted myself 400-something dollars, or 300-something,
14 \$400.

15 **Q.** Okay. You added the -- the ones that are attached
16 here?

17 **A.** Yes.

18 **Q.** And they -- okay. In Document 146, you re-added
19 those?

20 **A.** Yes, I did.

21 **Q.** Okay. Now, I want to hand you a document, 148.

22 Now, when you received Document 147, okay?

23 **A.** Yeah.

24 **Q.** When you received 147, the one -- the earlier one
25 we looked at, Waleed Hamed had said, There are numerous

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1 other funds that have to be included in any such
2 calculations before any disbursements can be made.

3 Did you -- did you consider the possibility
4 that since you had only done math on the East store, that
5 the actual amount might be millions due to the Hameds, or
6 did you not consider that?

7 **A.** I know there were -- there's -- it's not owed
8 millions to the Hameds. If anybody owes anybody, the Hameds
9 owe the Yusufs.

10 **Q.** But -- but did you understand that Wally -- Wally
11 Hamed was saying to you, There are other sets of numbers out
12 there -- the ones that deal with St. Thomas, the ones that
13 deal with the West store -- that you're not including in
14 these calculations?

15 **A.** I didn't include this in the calculation, but if
16 Mr. Hamed was taking funds from the store and getting
17 receipts, wasn't I supposed to get the funds in replace of
18 that? Is it from the partnership?

19 I mean, what -- who's Wally to tell me that
20 he disagrees, --

21 **Q.** Well, you sent him -- you sent him a set of --

22 **A.** -- when he already -- when he already took -- when
23 he already took the funds?

24 **Q.** You sent him a set of calculations reflecting only
25 the disbursements that you were claiming were owed to you,

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1 your family, and your family owed it in response, with
2 regard to one store. You didn't include the calculations
3 for two other stores. You didn't include, for instance, the
4 Dorothea property, did you?

5 **A.** I have no dealings with the Dorothea property.

6 **Q.** At the -- at the time, you heard your father
7 testify yesterday that he owed somewhere in the range of
8 \$800,000 subject --

9 **A.** That would go to an accounting issue between the
10 families. That has nothing to do with the \$2.7 million. I
11 was in charge of the safe in East store, and I needed to
12 clear the East store.

13 **Q.** I thought you were --

14 **A.** There was a one -- 2 million and -- \$2,000,900
15 that was floating in the air that I only have Wally's words
16 on it, word on it --

17 **Q.** Okay.

18 **A.** -- that I'm -- my father told me that he got from
19 a Arab gathering that they was, while they was having the
20 dispute, that Wally agreed to that figure.

21 **Q.** Okay. If you'd look back at Attachment A now in
22 the Notice of Deposition, that was Exhibit 1, I'd like to
23 move on now to Topic No. 8, the present financials of
24 United.

25 **A.** Wait. Excuse me. Let's go back to here. You

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1 said we had a dispute of -- you didn't understand this. You
2 said it was three hundred and something thousand dollars?

3 Q. Uh-huh.

4 A. Then the 1 million-something? Let's correct that.

5 Q. Well, you said -- you've already corrected it.
6 You said that our calculation is wrong.

7 A. Your calculation is wrong, yes.

8 Q. That's what you've said.

9 A. Right.

10 Q. Yes.

11 A. But I want to explain to you where you guys are
12 getting that 300-something and where I'm getting the
13 1 million-something.

14 Q. It's fine, if you want to?

15 A. Yeah, I would love to.

16 Q. Okay.

17 A. I would love to, because this ledger actually ends
18 in 1997.

19 Q. Uh-huh.

20 A. Wally's signature is right here (indicating) --

21 Q. Uh-huh.

22 A. -- up to 1/15/97, go back to '94. I believe '94,
23 if you do the years back. I never put a year on it. And
24 then from '97, that's where these receipts came in on.

25 Q. Uh-huh.

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1 **A.** So calculate, I think it's the 624 with all the
2 signatures that he has here initialed, and you'll get, I
3 think, 800 and something. I don't have the tape. With the
4 300 and something in receipts, that gives you the 1,000,095
5 such and such, which I shorted myself after calculating it
6 by 300 or \$400.

7 **Q.** Okay.

8 **A.** All right?

9 **Q.** So -- so you -- you believe these add up to one
10 number, and our calculation says something else. So we --
11 we have a disagreement.

12 **A.** Correct.

13 **Q.** Okay. That's fine.

14 **A.** And why he never confront me, after giving him
15 this, and tell him I need -- I need to get the money out of
16 this. I need to clear myself.

17 **Q.** Okay. In Topic No. 8, it discusses the present
18 financials of United, included but not limited to funds
19 removed from the Plaza Extra Supermarket operating accounts
20 by Fathi or Mike Yusuf, without agreement of Hamed, in 2012
21 and 2013, such as the 2.7.

22 And you recognize that as the 2.7 we just
23 discussed, right?

24 **A.** You want to talk about it again?

25 **Q.** No, no.

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1 **A.** I have no problem with talking about it.

2 **Q.** No, no. I just --

3 **A.** Because I am so clear about that.

4 **Q.** Okay.

5 **A.** And I so clear about that I gave him so much money
6 that I'm pulling this money.

7 **Q.** Okay. Okay. Now, Topic No. 9 is, The present
8 financials of Plaza Extra Supermarkets operating accounts by
9 defendant without agreement of Hamed after April 15th, 2013?

10 **MR. HODGES:** It's Topic No. 8.

11 **MR. HARTMANN:** No. 9.

12 **THE WITNESS:** No. 9.

13 **MR. HODGES:** Okay.

14 **MR. HARTMANN:** Yeah, we've -- we've agreed
15 that we discussed No. 8.

16 **MR. HODGES:** Okay.

17 **MR. HARTMANN:** Okay.

18 (Deposition Exhibit No. 2 was
19 marked for identification.)

20 **Q. (Mr. Hodges)** Now, I'd like to hand you an exhibit
21 that I'm going to mark Plaintiff's Exhibit 2.

22 Okay. This is not Bates numbered. It's a
23 document entitled Defendants' Opposition to Plaintiff's
24 Motion to Compel Defendants' Motion to Comply with the
25 Preliminary Injunction, and I'd ask you if you recognize

UNITED CORPORATION
d/b/a PLAZA EXTRA SUPERMARKET
4C & 4D Sion Farm
Christianssted, VI 00820

BY HAND DELIVERY

*Received by
8/16/2012*

Date: August 15, 2012

Mohammed Hamed
By and through Waleed Hamed
Plaza Extra Supermarket
Sion Farm Store
Christianssted, VI, 00820

Re: Notice of Withdrawal

Dear Mr. Hamed,

The amount of \$2,784,706.25 will be withdrawn from United's operating account effective August 15th, 2012. This amount equals the proceeds you previously withdrew through your agent Waleed Hamed. To ensure full accuracy, attached are the receipts you requested during mediation demonstrating the \$1,095,381.75 of withdrawals. The below itemized amounts are not in dispute.

Past Confirmed Withdrawals	\$1,600,000.00
Additional Withdrawals per the attached requested receipts	\$1,095,381.75
Fifty percent (50%) of St. Maarten Bank Account	\$44,355.50
Fifty percent (50%) of Cairo Amman Bank	\$44,696.00

Should you have any concerns about these amounts, please provide the basis for your concerns in writing. Thank you;

Yours,
[Signature]
for Bahi Yusuf



UNITED CORPORATION
d/b/a PLAZA EXTRA SUPERMARKET
4C & 4D Sion Farm
Christiansted, VI 00820

BY HAND DELIVERY

Waleed Hamed
8/16/2012

Date: August 15, 2012

Mohammed Hamed
By and through Waleed Hamed
Plaza Extra Supermarket
Sion Farm Store
Christiansted, V.I. 00820

Re: Notice of Withdrawal

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Additional Withdrawals per the attached requested receipts	\$1,095,381.75
Fifty percent (50%) of St. Maarten Bank Account	\$44,355.50
Fifty percent (50%) of Cairo Amman Bank	\$44,696.00

Should you have any concerns about these amounts, please provide the basis for your concerns in writing. Thank you.

Yours,
Fathi Yusuf
for Fathi Yusuf



YUSF106059
HAMD599214

FY 004123

DEFENDANTS' RESPONSE
0112036

Mohammed Hamed

1	8/3		5,000.00	1
2	8/15		10,000.00	2
3	9/6		20,039.00	3
4	9/14		5,010.00	4
5	9/21		8,000.00	5
6	9/26		1,000.00	6
7	10/3		20,000.00	7
8	10/17		15,000.00	8
9	10/27		5,000.00	9
10	10/31		6,000.00	10
11	11/2		15,025.00	11
12	11/22		5,000.00	12
13	11/29		10,000.00	13
14	12/12		7,510.00	14
15	12/20		20,000.00	
16	12/16		11,000.00	
17	1/24		7,000.00	
18	2/9		6,000.00	
19	2/10		10,000.00	
20	2/20		2,500.00	
21	3/22		2,700.00	
22	3/27		2,000.00	
23	4/24		13,000.00	23
24	5/22		20,000.00	24
25	6/19		4,000.00	25
26	7/17	(Car)	12,800.00	26
27	7/20		20,000.00	27
28	8/1		1,000.00	28
29	8/14		23,040.00	29
30	8/24		1,710.00	30
31	9/11		7,010.00	31
32	10/13		1,500.00	32

YOSF 106060

HAMD599215

FY 004124

DEPENDANTS RESPONSE
0112037

PLAZA EXTRA
 4C-4D SION FRAM
 C/STED, ST. CROIX V. I. 00820
 (809) 778-6240

CUSTOMER'S ORDER NO. _____ DATE 2/5/87
 NAME Mohamed Hamed PHONE NO. _____
 ADDRESS _____

SOLD BY: CASH CHECK CHARGE C.O.D. ON ACCT. PAID OUT MORE REQ.

QUAN.	DESCRIPTION	PRICE	AMOUNT
			10,000.00

This Water is Not Sold
 As Drinking Water

TAX _____
 TOTAL 10,000.00

Received by: _____
 All claims and returned goods must be accompanied by this bill

01125 Thank You
 PRINTED IN U.S.A.

PLAZA EXTRA
 4C-4D SION FRAM
 C/STED, ST. CROIX V. I. 00820
 (809) 778-6240

CUSTOMER'S ORDER NO. _____ DATE 3/10/87
 NAME Mohamed Hamed PHONE NO. _____
 ADDRESS _____

SOLD BY: CASH CHECK CHARGE C.O.D. ON ACCT. PAID OUT MORE REQ.

QUAN.	DESCRIPTION	PRICE	AMOUNT
			20,000.00

This Water is Not Sold
 As Drinking Water

TAX _____
 TOTAL 20,000.00

Received by: _____
 All claims and returned goods must be accompanied by this bill

01157 Thank You
 PRINTED IN U.S.A.

PLAZA EXTRA 446-0060
 4C-4D SION FRAM
 C'STED, ST. CROIX V. I. 00820
 (809) 778-6240

CUSTOMER'S ORDER NO.		DATE		3-13		19 98	
NAME							
ADDRESS							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	NOTE RECD	PAID OUT	
QUAN.	DESCRIPTION			PRICE	AMOUNT		
	Two thousand				2000.00		
	Plaster						
	Plaster						
	750.00						
				TAX			
				TOTAL	2000.00		

00646

Rec'd by

FORM 7-120-2PT
809207-8394 7-400-3PT

Total 98 = 13,650 -

YUSF106064
 HAMD599219

FY 004128

DEFENDANTS' RESPONSE
 0112041

446-0061

PLAZA EXTRA
4C-4D SION FRAM
1257ED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.		DATE				
NAME		9/29/98				
ADDRESS						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MOSE RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
	1200 + 1005.00				8100.00	
	TAX					
	TOTAL				8100.00	

ALL claims and returned goods MUST be accompanied by this bill.

00708

Rec'd by

RAPFORMS 74432-3PT
800287-8304 74433-3PT

YUSF106065

HAMD599220

FY 004129

DEFENDANTS' RESPONSE
0112042

446-0062

PLAZA EXTRA
4040 S.W. FRANK
DISTED. ST. CHARLES, MO.
(800) 778-6240

CUSTOMER'S ORDER NO.		DATE					
		4-7-98					
NAME		PHONE NO.					
Wally Hayes							
ADDRESS							
SOLD BY	CASH	CHECK	CHARGE	C.O.D.	ON ACCT.	PAID OUT	MOBILE
QUAN.	DESCRIPTION			PRICE	AMOUNT		
	Two + three shoes				7027.00		
	H. S. Korman						
	Francis						
				TAX			
				TOTAL	7000.00		

Received by

All claims and returned goods must be accompanied by this bill

01458

Thank You

PRINTED IN U.S.A

YUSF106066
HAMD599221

FY 004130

DEFENDANTS' RESPONSE
0112043

446-0091

TRA
FRAM
ST. LOUIS V. I. 00820
(809) 773-8240

CUSTOMER'S ORDER NO.		DATE		4120		19 98	
NAME <i>Wally</i>							
ADDRESS							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION			PRICE	AMOUNT		
					<i>520.00</i>		
<i>Invoice</i>							
<i>Wally</i>							
						TAX	<i>00</i>
						TOTAL	<i>00</i>

ALL claims and returned goods MUST be accompanied by this bill.

00794

Rec'd by *Deck*

RAPIDFORMS 74483-3PT
800/857-8384 74483-3PT

YUSF106067
HAMD599222

FY 004131

DEFENDANTS' RESPONSE
0112044

446-0093

ALABAMA
ST. LOUIS ST. LOUIS V. 30826
8091 779-0241

CUSTOMER'S ORDER NO.		DATE		11-19	
NAME Wally Howard					
ADDRESS					
SOLD BY	CASH	C.O.D.	CHARGE	CREDIT	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT
	four hundred -			\$	500.00
	Electric Paper				
	9/10/50 by [unclear]				
				TAX	
				TOTAL	

net claims and returned goods MUST be accompanied by this bill.

546

Rec'd by

RAPIDFORMS 74483-2CT
604267-6384 74483-3PT

YUSF106070

HAMD599225

FY 004134

DEFENDANTS' RESPONSE
0112047

446-0095

PLAZA EXTRA
4C-4D SIGN FRAM
51 ED. ST. CROIX V.I. 00820
(809) 771-5240

CUSTOMER'S ORDER NO.	DATE	9/15 10 98	
NAME			
ADDRESS			
SOLD BY			
QUAN.	DESCRIPTION	PRICE	AMOUNT
	2 in Sw... and...	\$11.00	22
Thank You!			
		TAX	
		TOTAL	\$22.00

ALL claims and returned goods MUST be accompanied by this bill.

04583

Filed by

RAPIDFORMS 74483-3PT
800267-8384 74483-3PT

YUSF106071
HAMD599226

FY 004135

DEFENDANTS' RESPONSE
0112048

446-0097



PLAZA EXTRA
40-40 SIGN FRAM
C/STED, ST. CROIX V I 09020
(800) 778-0240

SUBFORMER CRE NO.			DATE				
			11/20 1998				
NAME			PHONE NO				
W/9 (C)			()				
ADDRESS							
SOLD BY	CASH	CHECK	CHARGE	C.O.D.	ON ACCT	PAD OUT	NO. FEB
SIAM							
DESCRIPTION					PRICE	AMOUNT	
Three barrels of paper					\$	350.00	
Green Swamston							
To Return to Original Credit							
As Shipped to Customer					TAX		
Received by					TOTAL	350.00	

03659

[Signature]
Thank You

PRINTED IN U.S.A.

YUSF106072
HAMD599227

FY 004136

DEFENDANTS' RESPONSE
0112049

340-0051

PLAZA EXTRA
4C-4D SIGN FRAM
LISTED, ST. CROIX V. I. 00820
(300) 778-6240

CUSTOMER'S ORDER NO.		DATE	8/12 55	
NAME <i>Call...</i>				
ADDRESS				
QUAN.	DESCRIPTION	PRICE	AMOUNT	
<i>1</i>	<i>...</i>	<i>...</i>	<i>...</i>	
<i>1</i>	<i>...</i>	<i>...</i>	<i>...</i>	
<i>Thank you!</i>				
		TAX		
		TOTAL		

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd by *nan Rose*
RAPIDFORMS 71182-387

Total 99 = 36,726.75

YUSF106073
HAMD599228

FY 004137

DEFENDANTS' RESPONSE
0112050

340-0050

PLAZA EXTRA
4C-4D SION FRAM
C/STED, ST. CROIX V. I. 00820
(809) 778-8240

CUSTOMER'S ORDER NO.	DATE	7/3	99
NAME	Walter		
ADDRESS			
QUAN.	DESCRIPTION	PRICE	AMOUNT
	three hundred	10 300.00	
	by car		
	Thank you!		
	Walter		
		TAX	
		TOTAL	

ALL claims and returned goods MUST be accompanied by this bill.

02700

Rec'd by

RAPIDFORMS 74483-3PT.
800257-3304 74483-3PT.

YUSF106074
HAMD599229

FY 004138

DEFENDANTS' RESPONSE
0112051

340-0048

PLAZA EXTRA
4C-4D SP IN FRAM
US FED. ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.	DATE	<i>7/3</i>	<i>57</i>
NAME	<i>Wright</i>		
ADDRESS	<i>1302</i>		

QUAN.	DESCRIPTION	PRICE	AMOUNT
	<i>five units</i>		<i>500.00</i>
<i>Thank You!</i>			
	<i>Wright</i>		
		TAX	
		TOTAL	

ALL claims and returned goods MUST be accompanied by this bill.

694 Paid by _____
RAPIDFORMS 340-0048

340-0052

PLAZA EXTRA
4C-4D SION FRAM
POSTED, ST. CROIX V. I. 00820
(809) 778-8240

CUSTOMER'S ORDER NO.		DATE	
		9/3	19 79
NAME			
<i>Walt</i>			
ADDRESS			
QUAN.	DESCRIPTION	PRICE	AMOUNT
	<i>crim...</i>		
	<i>Thank You!</i>		
		TAX	
		TOTAL	<i>10.00</i>

ALL claims and returned goods MUST be accompanied by this bill.

02698

Rec'd by *Juan Rivera*
(1) **RECEIVED** 10/3/79

YUSF106076
HAMD599231

FY 004140

DEFENDANTS' RESPONSE
0112053

446-0066

PLAZA EXTRA
 4100 25TH ST. N.W.
 WASHINGTON, D.C. 20037
 (800) 758-8240

CUSTOMER'S ORDER NO.								DATE <i>7/19/88</i>		TO <i>75</i>	
NAME								PHONE NO.			
ADDRESS <i>Waldley</i>											
BUILD BY	CASH	CHECK	CHARGE	C.O.D.	ON ACCT.	PAID OUT	VOIDS RETN.				
QUAN.	DESCRIPTION				PRICE	AMOUNT					
	<i>Hand</i>					<i>\$ 750.00</i>					
	<i>Hand</i>										
	<i>Hand</i>										
	<i>Hand</i>										
	<i>Hand</i>										
	<i>Hand</i>										
	<i>Hand</i>				TAX						
	<i>Hand</i>				TOTAL	<i>\$ 700.00</i>					

Received by _____
 All claims and returned goods must be accompanied by this bill.
01893 *Thank You* PRINTED IN U.S.A.

340-0046

PLAZA EXTRA
4C-4D SION FRAM
C/STED, ST. CROIX V. I. 00820
(809) 778-8240

CUSTOMER'S ORDER NO.		DATE	
NAME		11/18 1999	
ADDRESS			
SOLD BY			
QUAN.	DESCRIPTION	PRICE	AMOUNT
			5,00.00
<i>Thank you</i>			
			TAX
			TOTAL

ALL claims and returned goods MUST be accompanied by this bill.

02950

Paid by

82020508 7483-321

YUSF106079
HAMD599234

FY 004143

DEFENDANTS' RESPONSE
0112056

340-0044

PLAZA EXTRA
40-4D SH IN FRAM
CSTED, ST. OF '4X V L 00820
(808) 7 40

CUSTOMER'S ORDER NO.		DATE	11/23	TO	SS
NAME		Wally			
ADDRESS					
QUAN.	DESCRIPTION	PRICE	AMOUNT		
	1		\$1600.00		
	one floor				
	Six				
	Thank				
		TAX			
		TOTAL	1600.00		

ALL claims and returned goods MUST be accompanied by this bill.

03796

Filed by

KAPICORPUS 74483-287
800257-2964 74483-381

YUSF106080
HAMD599235

FY 004144

DEFENDANTS' RESPONSE
0112057

340-0043

PLAZA EXTRA
4C-4D SION FRAM
C'STED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.		DATE	11/30	1955
NAME		Willy		
ADDRESS		Willy		
QUAN.	DESCRIPTION	PRICE	AMOUNT	
4800.00	Sales	16	5000.00	
<i>Thank You!</i>				
		TAX		
		TOTAL	5000.00	

ALL claims and returned goods MUST be accompanied by this bill.

03792

Filed by

RAPID FORMS 74482 - 3PT
800/257-6364 74483 - 3PT

YUSF106081
HAMD599236

FY 004145

DEFENDANTS' RESPONSE
0112058

340-0042

PLAZA EXTRA
4C-4D SIGN FRAM
U'STED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.	DATE	12-7-1999	
NAME <i>Wally Hamel</i>			
ADDRESS			
QUAN.	DESCRIPTION	PRICE	AMOUNT
	<i>rustle</i>		<i>3620.75</i>
	<i>#7 Sewing</i>		
	<i>parts</i>		
<i>Thank You!</i>			
	<i>Wally</i>		
		TAX	
		TOTAL	

ALL claims and returned goods MUST be accompanied by this bill.

03780

Rec'd by _____

RAPIDFORMS 74482-387
800-267-8334 74488-387

YUSF106082
HAMD599237

FY 004146

DEFENDANTS' RESPONSE
0112059

340-0040

PLAZA EXTRA
4C-4D SION FRAM
CSTED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.		DATE	
NAME		12-17-99	
WALLY Hamed			
ADDRESS			
P.O. BOX			
QUAN.	DESCRIPTION	PRICE	AMOUNT
	1000		
	Two thousand		
Thank You!			
		TAX	
		TOTAL	2000.00

ALL claims and returned goods MUST be accompanied by this bill.

03 59

Rec'd by Wally Hamed

809-778-6240 7/1993-3/97

DEFENDANTS' RESPONSE
0112061

YUSF106084
HAMD599239

FY 004148

340-0038

PLAZA EXTRA
4C-4D SION FRAM
POSTED, ST. CROIX V. I. 00820
(808) 778-6240

CUSTOMER'S ORDER NO.	DATE	12-27	TO	5
NAME				
ADDRESS				
QUAN.				
DESCRIPTION				
PRICE				
AMOUNT				
Thank You!				
TAX				
TOTAL				

ALL claims and returned goods MUST be accompanied by this bill.

03281

Paid by Jim Ram

SALESFORMS 7408-591

YUSF106085
HAMD599240

FY 004149

DEFENDANTS' RESPONSE
0112062

340-0037

PLAZA EXTRA
4C-4D SION FRAM
CSTED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.		DATE	
NAME		01-10 1900	
ADDRESS			
QUAN.	DESCRIPTION	PRICE	AMOUNT
	Three hours	\$30.00	
<i>Thank you!</i>			
		TAX	
		TOTAL	30.00

ALL claims and returned goods MUST be accompanied by this bill.

03135

Rec'd by _____

RADIOFORM 7488-3PT
800257-8304

Total in 2001 = 85,122.00

YUSF106086
HAMD599241

FY 004150

DEFENDANTS' RESPONSE
0112063

340-0036

PLAZA EXTRA
4C-4D SION FRAM
C/STED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.	DATE	01-14	19	00
NAME	<i>Wingett</i>			
ADDRESS				
SOLD BY	CASH	SCDS	CHARGE	DISC
QUAN.	DESCRIPTION	PRICE	AMOUNT	
	<i>Ther + hair scer</i>		<i>350.00</i>	
	<i>5th hand</i>			
	<i>Thank You!</i>			
	<i>Wingett</i>	TAX		
		TOTAL	<i>350.00</i>	

ALL claims and returned goods MUST be accompanied by this bill.

03139

Rec'd by _____

BARCODE 7448-341
80267-6324 7448-341

YUSF106087
HAMD599242

FY 004151

DEFENDANTS' RESPONSE
0112064

340-0035

PLAZA EXTRA
4C-4D SION FRAM
LISTED, ST. CROIX V. I. 00820
(809) 778-6240

CUSTOMER'S ORDER NO.		DATE	01-25		19 00
NAME H. Kelly					
ADDRESS					
PAID BY					
QUAN.	DESCRIPTION	PRICE	AMOUNT		
	Two Three Sion frames hand-drawn	1.25	25.00	00	
Thank You!					
		TAX			
		TOTAL	25.00	00	

ALL claims and returned goods MUST be accompanied by this bill.

03167

Rec'd by

BARCODE 74183-87E

YUSF106088

HAMD599243

FY 004152

DEFENDANTS' RESPONSE
0112065

340-0034

PLAZA EXTRA
4C-4D SION FRAM
LISTED, ST. CROIX V. I. 00820
(800) 778-6240

CUSTOMER'S ORDER NO.		DATE	
		01-27 10 00	
NAME <i>Wally</i>			
ADDRESS			
SOLD BY			
QUAN.	DESCRIPTION	PRICE	AMOUNT
		43 000 00	
	<i>Three thousand</i>		
	<i>Thank you</i>		
		TAX	
		TOTAL	500 00

ALL claims and returned goods MUST be accompanied by this bill.

03154

Rec'd by

860/267-8384 74483-8PE

YUSF106089
HAMD599244

FY 004153

DEFENDANTS' RESPONSE
0112066

340-0031

PLAZA EXTRA
 4C-4D SION FRAM
 C/STED, ST. CROIX V. I. 00820
 (809) 778-8240

CUSTOMER'S ORDER NO.			DATE	2/17	18 QJ
NAME H. H.					
ADDRESS					
QUAN.	DESCRIPTION	PRICE	AMOUNT		
			1785	00	
	<i>more than...</i>				
	<i>... at only for</i>				
	<i>...</i>				
	<i>...</i>				
	<i>...</i>				
	<i>Thank you!</i>				
		TAX			
		TOTAL	1785	00	

ALL claims and returned goods MUST be accompanied by this bill.

01920

Rec'd by

RAPIFORMS 74101-3ET
 600267-6324 74183-3ET

YUSF106090
 HAMD599245

FY 004154

DEFENDANTS' RESPONSE
 0112067

NO. ████████ 51

340-0024

NAME:	DATE:
ADDRESS:	4/17/00
CITY, STATE, ZIP	

SELL BY	CASH	C.O.D.	CHECK	ON ACCT.	PHONE	PURCH
---------	------	--------	-------	----------	-------	-------

10	<i>Ken H. Smith</i>					10.00
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
	<i>Smith</i>					
CUSTOMER'S ORDER NO.					RECEIVED BY:	

KEEP THIS COPY FOR YOUR RECORDS
01999 012221 01240

YUSF106092
HAMD599247

FY 004156

DEFENDANTS' RESPONSE
0112069

NO. ██████ 80

340-0022

NAME: <i>Nally</i>	DATE: <i>6/6/60</i>
ADDRESS:	
CITY, STATE, ZIP	

BILL BY:	CASH	C.O.D.	CHEQUE	ON ACCT.	HERE BY:	PAY OUT
----------	------	--------	--------	----------	----------	---------

						<i>4000.00</i>
<i>Four thousand</i>						
<i>[Signature]</i>						
<i>[Signature]</i>						<i>\$ 4000.00</i>
CUSTOMER'S ORDER NO.				RECEIVED BY:		

KEEP THIS COPY FOR YOUR RECORDS
CLASS. NUMBER 51340

YUSF106094
HAMD599249

FY 004158

DEFENDANTS' RESPONSE
0112071

NO. **189**

340-0020

NAME	DATE <i>7/1/60</i>
ADDRESS: <i>Nelly</i>	
CITY, STATE, ZIP	

SOLD BY	CASH	C.R.A.	CHARGE	BY ACCT.	MINI STK.	PAY OUT
---------	------	--------	--------	----------	-----------	---------

						\$ 3500.00
<i>Three thousand five hundred</i>						
<i>for cash</i>						
<i>[Signature]</i>						\$ 3500.00
CUSTOMER'S ORDER NO.				RECEIVED BY:		

KEEP THIS COPY FOR YOUR RECORDS
 01000-51252-0 8L340

YUSF106096

HAMD599251

FY 004160

DEFENDANTS' RESPONSE
0112073

340-0019

PLAZA EXTRA

4C-4D SION FRAM
C'STED, ST. CROIX V.I. 00820
(340) 778-6240

CUSTOMER'S ORDER NO.		PHONE	DATE <i>8/19/00</i>
NAME <i>Waltley</i>			
ADDRESS			
CASH	C.O.D.	CHARGE	OR AMOUNT PAID
			<i>1 x 100.00</i>
<i>four hundred</i>			
SIGNATURE <i>Duyth</i>			TAX
BOLE BY	RECEIVED BY	TOTAL <i>400.00</i>	

© PRODUCT 404 AN claims and returned goods MUST be accompanied by this bill

1838

To Reorder:
800-275-8280 or nebs.com

Thank You

YUSF106097
HAMD599252

FY 004161

DEFENDANTS' RESPONSE
0112074

NO. 12

340-0018

NAME:	DATE:
	6/23/00
ADDRESS:	
Wally	
CITY, STATE, ZIP	

GROUP BY	CASH	C.O.D.	CHEQUE	BY ACCT.	RECEIVED	Paid Out
----------	------	--------	--------	----------	----------	----------

		\$ 3500.00
<i>Trans. & interest</i>		
<i>fine book</i>		
<i>Jan 2000</i>		

CUSTOMER'S ORDER NO.	RECEIVED BY:
----------------------	--------------

KEEP THIS COPY FOR YOUR RECORDS
 01000 RECEIPT 01200

YUSF106098
 HAMD599253

FY 004162

DEFENDANTS' RESPONSE
 0112075

NO. ████████ 44

340-0017

NAME:	DATE: 6/26/00
ADDRESS: Welly	
CITY, STATE, ZIP	

SOLD BY:	CASE:	C.A.B.:	CLASS:	EX ADPT.:	NOTE ETC.:	PAY OFF:
----------	-------	---------	--------	-----------	------------	----------

<i>Welly</i>	<i>Five thousand!</i>	\$ 5000.00
\$ 5000.00		
CUSTOMER'S ORDER NO.	RECEIVED BY:	

KEEP THIS COPY FOR YOUR RECORDS
0100 RECEIVED 0100

340-0016

NO. ████████ 47

NAME:	DATE 4/30/08
ADDRESS: Wulley Lane	
CITY, STATE, ZIP	

SOLD BY	CASH	C.O.D.	CHEQUE	ON ACCT.	INTEREST	NET GROSS
---------	------	--------	--------	----------	----------	-----------

from thousand	\$ 4000.00
\$ 4000.00	

CUSTOMER'S ORDER NO. RECEIVED BY

KEEP THIS COPY FOR YOUR RECORDS
01000 RECEIVED 01000

YUSF106100

HAMD599255

FY 004164

DEFENDANTS' RESPONSE
0112077

340-0015

PLAZA EXTRA

4C-4D SION FRAM
C' STED, ST. CROIX V.I. 00820
(340) 778-6240

CUSTOMER'S ORDER NO.		PHONE	DATE <i>7/7/00</i>
NAME			
ADDRESS <i>W 1 by H</i>			
CASH	C.O.D.	CHEQUE	SPRINT
<i>Thirteen Thousand Three hundred Eight</i>		<i># 13,362.00</i>	
SOLD BY		RECEIVED BY <i>[Signature]</i>	TAX
		TOTAL	<i>13,362.00</i>

C PRODUCT use All claims and returned goods MUST be accompanied by this bill.

1475

To Reorder:
800-225-6380 or nabe.com

Thank You

YUSF106101

HAMD599256

FY 004165

DEFENDANTS' RESPONSE
0112078

340-0013

PLAZA EXTRA

4C-4D SION FRAM
C-STED, ST. CROIX V.I. 00820
(340) 778-6240

CUSTOMER'S ORDER NO.		PHONE		DATE 5/11/2000	
NAME <i>Gracy</i>					
ADDRESS					
CASH	CHEQ	CHEQUE	CREDIT	HOME PAYS	PAY OUT
<i>four thousand</i>				\$ 4000.00	
<i>[Signature]</i>				TAX	
SOLD BY		RECEIVED BY		TOTAL <i>4000.00</i>	

© PRODUCT USE All claims and returned goods MUST be accompanied by this bill.

1522¹

To Reorder:
800-225-6380 or nabs.com

Thank You

YUSF106103

HAMD599258

FY 004167

DEFENDANTS' RESPONSE
0112080

340-0012

PLAZA EXTRA

4C-4D SIGN FRAM
C'STED, ST. CROIX V.I. 00820
(340) 778-5240

CUSTOMER'S ORDER NO.		PHONE	DATE		
			8/13/50		
NAME					
Nelly					
ADDRESS					
QTY	U.O.S.	CHARGE	DISCOUNT	TAX	PAYD OUT
					\$325.00
Three hundred Twenty five Lined papers white					
SOLD BY		RECEIVED BY		TAX	
				TOTAL	\$325.00

C. Products Inc. All claims and returned goods MUST be accompanied by this bill.

1194

 To Reorder:
800-225-6380 or nels.com

Thank You

YUSF106104
HAMD599259

FY 004168

DEFENDANTS' RESPONSE
0112081

340-0010

PLAZA EXTRA

4C-4D SIGN FRAM
C'STED, ST. CROIX V.I. 00820
(340) 778-6240

CUSTOMER ORDER NO.		PHONE	DATE: 8/28/00
NAME: <i>Walter</i>			
ADDRESS:			
QTY	DESC	SLAB	ON ACCT. / INSTE RET'D / PAID OUT
	<i>four thousand five hundred</i>		4500.00
SIGNED BY: <i>[Signature]</i>			TAX
SOLD BY	RECEIVED BY	TOTAL	4,500.00

C PRODUCE SEE All claims and returned goods MUST be accompanied by this bill.

1495

To Reorder:
800-225-6380 or nabe.com

Thank You

YUSF106105

HAMD599260

FY 004169

DEFENDANTS' RESPONSE
0112082

340-0011

PLAZA EXTRA

4C-4D SIGN FRAM
C'STED, ST. CROIX V.I. 00820
(340) 778-6240

CUSTOMER'S ORDER NO.	PHONE	DATE
NAME		9/28/00
ADDRESS		
QTY	DESCRIPTION	PRICE
	four thousand	\$4750.00
	zero hundred fifty	
SIGNATURE		
TAX		
SOLD BY	RECEIVED BY	TOTAL
		4750.00

© PRODUCT eos All claims and returned goods MUST be accompanied by this bill.

1512

To Reorder:
800-225-6380 or rebs.com

Thank You

YUSF106106
HAMD599261

FY 004170

DEFENDANTS' RESPONSE
0112083

340-0008

PLAZA EXTRA

4C-4D SION FRAM
C'STED, ST. CROIX V.I. 00820
(340) 778-6240

CUSTOMER'S ORDER NO.		PHONE	DATE
NAME		10/19/00	
ADDRESS			
CASH	C.D.S.	CHANGE	ON ACCT. / VISA / M.C.
<i>Three thousand five hundred D. J. H.</i>			3500.00
TAX			
SOLD BY	RECEIVED BY	TOTAL	3500.00

© PRODUCT use All claims and returned goods MUST be accompanied by this bill.

1779

To Reorder:
800-225-6300 or nebe.com *Thank You*

YUSF106107

HAMD599262

FY 004171

DEFENDANTS' RESPONSE
0112084

Plaza Extra 0793

4C & D Estate Sion Farm
 Csted, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Plessen
 Fsted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No _____		Date <u>3/31/01</u>	
Account Name <u>Nally Howard</u>		Address _____	
SOLD BY _____		Phone _____	
CASH	COD	CHECK	CHARGE
QUAN	DESCRIPTION	PRICE	AMOUNT
	Hours worked	\$	720.00
	(master)	\$	250.00
	miscellaneous	\$	700.00
	<u>10</u>		
	<u>10</u>		
Received by <u>W. J. Francis</u>		449-1648	

All claims and returned items MUST be accompanied by this invoice

YUSF106111

FY 004175

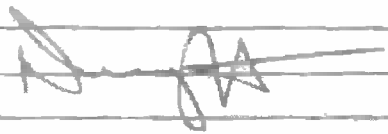
DEFENDANTS' RESPONSE
 0112088

HAMD599266

Plaza Extra 0894

4C & D Estate Sion Farm
 Csted, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Plessen
 Fsted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No. _____		Date: <u>3/31/01</u>	
Account Name: <u>Wally Howard</u>			
Address: _____			
Phone: _____		Phone: _____	
SOLD BY	CASH	C.O.D.	CHECK
CHARGE			
QUAN	DESCRIPTION	PRICE	AMOUNT
			1,248.00
	<u>one thousand</u>		
	<u>two hundred forty eight</u>		
			
			1,248.00
Received by _____		449-1673	

All claims and returned items MUST be accompanied by this invoice

YUSF106112

FY 004176

DEFENDANTS' RESPONSE
0112089

HAMD599267

YUSF106114

Plaza Extra 1342

4C & D Estate Sion Farm
C'sted, St. Croix, V.I. 00821
Tel: (340) 778-6240
Fax: (340) 778-1200

#14 Estate Plessen
F'sted, St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

Purchase Order No		Date: 5/2/01	
Account Name: Nally Hamed			
Address:			
Phone: JA			
SOLD BY		CASH	COD
		<input checked="" type="checkbox"/>	
CHECK	CHARGE		
QUAN	DESCRIPTION	PRICE	AMOUNT
	one thousand five hundred		\$1500.00
Received by: JA		449-1650	
		\$1500.00	

FY 004178

DEFENDANTS' RESPONSE
0112091

All claims and returned items **MUST** be accompanied by this invoice

HAMD599269

Plaza Extra 0989

4C & D Estate Sion Farm
Csted, St. Croix, V.I. 00821
Tel: (340) 778-8240
Fax: (340) 778-1200

#14 Estate Plessen
Fsted, St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

Purchase Order No		Date <i>5/8/01</i>	
Account Name <i>Wally Thomas</i>		Phone	
Address		Phone	
CASH		C.O.D.	
CHECK		CASH	
QUAN	DESCRIPTION	PRICE	AMOUNT
	<i>Two thousand</i>		<i>2,000.00</i>
	<i>Wally Thomas</i>		
449-0491		<i>2,000.00</i>	
Received by _____			

All claims and returned items MUST be accompanied by this invoice

YUSF106115
HAMD599270

FY 004179

DEFENDANTS' RESPONSE
0112092

YUSF106116

Plaza Extra 0993

4C & D Estate Sion Farm
C'sted, St. Croix, V.I. 00821
Tel: (340) 778-6240
Fax: (340) 778-1200

#14 Estate Plessen
F'sted, St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

Purchase Order No. _____ Date: 5/10/01
 Account Name: Wally Hamel
 Address: _____ Phone: _____

SOLD BY	CASH	C.O.D.	CHECK	CHARGE

QUAN	DESCRIPTION	PRICE	AMOUNT
			1500.00
	one thousand		
	five hundred		
			1500.00

Received by: _____ 449-1657

All claims and returned items **MUST** be accompanied by this invoice

FY 004180

DEFENDANTS' RESPONSE
0112093

HAMD599271

Plaza Extra 0999

#10 Estate Ston Farm
 Csted. St. Croix, V.I. 00821
 Tel: (340) 778-8240
 Fax: (340) 778-1200

#14 Estate Plessen
 Fsted. St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No.		Date: 3/11/01	
Account Name: Wally Hamede			
Address:			
Phone:			
PAID BY	CASH	C/D/D	CHEQ
QUAN	DESCRIPTION	PRICE	AMOUNT
			2500.00
Two thousand five hundred dollars			}
449-0495			2500.00
Received by _____			

All claims and returned items MUST be accompanied by this invoice

DEFENDANTS' RESPONSE
 0112094

HAMD 585106117
 585272

FY 004181

Plaza Extra 1000

4C & D Estate Sion Farm
 C'ated, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Plassen
 F'sted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No.		Date <u>5/15/01</u>	
Account Name		<u>Nelly Hamed</u>	
Address			
Phone			
CASH	CARD	CHECK	CHEQUE
QUAN	DESCRIPTION	PRICE	AMOUNT
	<u>Three thousand</u>	<u>3000.00</u>	
	<u>JA</u>		
		<u>449-0493</u>	<u>3000.00</u>
Received by _____			

All claims and returned items MUST be accompanied by this invoice

YUSF106118
 HAMD599273

FY 004182

DEFENDANTS' RESPONSE
 0112095

YUSF106122

Plaza Extra 2012

#13 Estate Sion Farm
 C'sted, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Plessen
 F'sted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No _____		Date <u>6/11/01</u>		
Account Name <u>Wally Hamer</u>				
Address _____				
Phone _____				
SOLD BY	CASH	COD	CHECK	CHARGE
QUAN	DESCRIPTION	PRICE	AMOUNT	
			<u>2000.00</u>	
	<u>Two thousand</u>		}	
	<u>449-1661</u>			
			<u>2000.00</u>	
Received by _____				

All claims and returned items **MUST** be accompanied by this invoice

FY 004186

DEFENDANTS' RESPONSE
0112099

HAMD599277

Plaza Extra 2014

4C & D Estate Sion Farm
Csted, St. Croix, V.I. 00821
Tel: (340) 778-6240
Fax: (340) 778-1200

#14 Estate Plassen
Fsted, St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

Purchase Order No.		Date	
Account Name		5/6/01	
Address			
Phone			
SOLD BY	CASH	C.O.D.	CHEQ
CHARGE			
QUAN	DESCRIPTION	PRICE	AMOUNT
	Six thousand		\$6375.00
	Three hundred		
	House		
449-1631			
Received by			

All claims and returned items **MUST** be accompanied by this invoice

YUSF106123
HAMD599278

FY 004187

DEFENDANTS' RESPONSE
0112100

Plaza Extra 2033

C & D Estate Sion Farm
 C'sted, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Piessen
 P'sted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

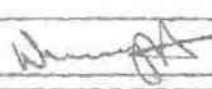
Purchase Order No.		Date <u>6/19/01</u>	
Account Name <u>Wally Hawver</u>			
Address _____			
PHONE _____			
SOLD BY	CASH	CDS	CHECK
QUAN	DESCRIPTION	PRICE	AMOUNT
	<u>Three thousand</u>		<u>3000.00</u>
<u>449-0552</u>			<u>3000.00</u>
Received by <u>[Signature]</u>			

All claims and returned items MUST be accompanied by this invoice

Plaza Extra 2197

40 & D Estate Sion Farm
Csted, St. Croix, V.I. 00821
Tel: (340) 778-6240
Fax: (340) 778-1200

#14 Estate Plessen
Fsted, St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

Purchase Order No.		Date: 7/2/01		
Account Name: Kelly Hamed				
Address:				
PHONE:				
SOLD BY	CASH	COD	CHECK	CHARGE
QUAN	DESCRIPTION	PRICE	AMOUNT	
	Two thousand		2000.00	
		S		
		2000.00		
Received by: 				

All claims and returned items MUST be accompanied by this invoice

DEFENDANTS' RESPONSE
0112106

YUSE106129
HAMD599284

FY 004193

Plaza Extra 1671

C & D Estate Sion Farm
 Csted, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Plessen
 Fsted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No.		Date: <u>7/9/01</u>	
Account Name: <u>Wally Hamer</u>			
Address: _____			
Phone: _____			
PAID BY	CASH	C.O.D.	CHECK
CHARGE			
QUAN	DESCRIPTION	PRICE	AMOUNT
			2000.00
<i>10 thousand</i>			
			2000.00
Received by:			449-1246

All claims and returned items **MUST** be accompanied by this invoice

YUSF106130

FY 004194

DEFENDANTS' RESPONSE
 0112107

HAMD599285

YUSF106132

Plaza Extra 1672

4C & D Estate Sion Farm
 C'sted, St. Croix, V.I. 00821
 Tel: (340) 778-6240
 Fax: (340) 778-1200

#14 Estate Plessen
 F'sted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874

Purchase Order No. _____		Date <u>7/10/01</u>	
Account Name <u>Wally Hamre</u>			
Address _____			
Phone _____			
SOLD BY _____		CASH _____	
COD _____		CHECK _____	
CHARGE _____		_____	
QUAN	DESCRIPTION	PRICE	AMOUNT
			<u>3000.00</u>
	<u>Three thousand</u>		}
	<u>449-1247</u>		
			<u>3000.00</u>
Received by _____			

All claims and returned items MUST be accompanied by this invoice

FY 004196

DEFENDANTS' RESPONSE
0112109

HAMD599287

Plaza Extra 2323

4C & D Estate Sion Farm
Csted, St. Croix, V.I. 00821
Tel: (340) 778-6240
Fax: (340) 778-1200

#14 Estate Plessen
Fsted, St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

Purchase Order No. _____ Date 7/16/01
Account Name Wally Hamood
Address _____ Phone _____

SOLE BY	CASH	C.O.D	CHECK	CHARGE

QTY	DESCRIPTION	PRICE	AMOUNT
			2000.00
	Two thousand		
	of		
			2000.00

Received by _____ 449-1660 _____

All claims and returned items **MUST** be accompanied by this invoice

YUSF106133

FY 004197

DEFENDANTS' RESPONSE
0112110

HAMD599288

PLAZA EXTRA

C & D Estate Sion Fern
 Csted, St. Croix, V.I. 00821
 Tel: (340) 778-8240
 Fax: (340) 778-1200

#14 Estate Plessen
 Fsted, St. Croix, V.I. 00841
 Tel: (340) 719-1870
 Fax: (340) 719-1874 3553

Purchase Order No		Date <u>8/8/01</u>	
Account Name		<u>Wally Named</u>	
Address			
Phone			
SOLD BY	CASH	C.O.D.	CHECK
CHARGE			
QUAN	DESCRIPTION	PRICE	AMOUNT
	<u>fruit + household</u>		<u>5000.00</u>
<u>ok</u>			
Received by		<u>449-0560</u>	<u>5000.00</u>

All claims and returned items MUST be accompanied by this invoice

YUSF106140
 HAMD599295

FY 004204

DEFENDANTS' RESPONSE
 0112117

PLAZA EXTRA

4C & D Estate Sign Farm
Csted. St. Croix, V.I. 00821
Tel: (340) 778-8240
Fax: (340) 778-1200

#14 Estate Plassen
Fsted. St. Croix, V.I. 00841
Tel: (340) 719-1870
Fax: (340) 719-1874

3576

Purchase Order No.					Date	9/2/01	
Account Name	Wally Hamrick						
Address							
Phone							
SOLD BY	CASH	C.O.D.	CHECK	CHARGE			
QUAN	DESCRIPTION	PRICE	AMOUNT				
	Two thousand		2000.00				
<i>[Signature]</i>							
		449-1619	2000.00				
Received by _____							

All claims and returned items MUST be accompanied by this invoice

YUSF106144

HAMD599299

FY 004208

DEFENDANTS' RESPONSE
0112121

**Waleed Hamed
Plaza Extra
4C 4D Estate Sion Farm
Christiansted, VI 00821**

BY HAND DELIVERY

Date: Thursday, August 16, 2012

**Fathi Yusuf
Plaza Extra Supermarket
4605 TuTu Park Mall Ste 200
St.Thomas, VI 00805**

Dear Mr. Yusuf:

In response to your August 15th letter re "Notice of Withdrawal", these figures have not been agreed to. Indeed, there were no attachments as indicated and there are numerous other funds that have to be included in any such calculations before any disbursements can be made. For example, all withdrawal receipts have to be reviewed before any withdrawals are paid, no mention or indication of the amounts that the Yusuf family has previously withdrawn, By way of another example, the \$800,000 plus due the Hamed family for the sale of the condo property in St. Thomas would have to be included. In short, while these are just a few examples, no withdrawals will be issued until a full accounting is done and agreed to in writing.

Cordially,


Waleed Hamed



HAMD200104

HAMD599302

DI E-MAIL
mikefyusuf@yahoo.com
nejeh27@earthlink.net

Fathi Yusuf
Plaza Extra Supermarket
4605 TuTu Park Mall Ste 200
St Thomas, VI 00805

Saturday, August 25, 2012

Dear Mr. Yusuf:

Your suggestion that the Hamed family agreed to your calculations of any sums due you is incorrect. The Hamed family disputes those calculations and insists on a full accounting.

Moreover, any unilateral withdrawal of funds by you would violate the Court's Order currently in place. It would also violate the agreement between our families. If you attempt to take any funds as threatened, we will instruct our counsel to advise the District Court Judge of this violation of its Order, as well as to take any other appropriate action he deems appropriate .

Cordially,
Waleed Hamed

W. M. Hamed

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, immediately return this communication to the sender and delete the original message and any copy of it in your possession.



HAMD200106

HAMD599303

UNITED CORPORATION

4-C & 4-D Estate, Sign Farm

P.O. Box 763

Christiansted, VI 00820

Date: August 22, 2012.

HAND DELIVERY

Mohammed Hamed

By Waheed Hamed

Dear Mohammed Hamed:

Re: Set-Off

Your response letter, through your agent Waheed Hamed, does not deny the validity of any of the amounts stated as owing and outstanding to United Corporation. Your letter requests that an accounting be done for other matters, which is a separate issue. Please reduce to writing those other matters you contend are owed, and provide the supporting documentation.

Accordingly, the amount requested will be withdrawn.

Thank you.

Cordially,

Pathi Yusuf
Pathi Yusuf



Exhibit B

Declaration of Gordon C. Rhea, Esq.

March 2, 2017

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

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

Plaintiff/Counterclaim Defendant,

vs.

CIVIL NO. SX-12-CV-370

FATHI YUSUF and
UNITED CORPORATION,

Defendants/Counterclaimants,

vs.

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

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

JURY TRIAL DEMANDED

Counterclaim Defendants.

MOHAMMAD HAMED,

Plaintiff,

vs.

Consolidated With

CIVIL NO. SX-14-CY-287

UNITED CORPORATION,

Defendant.

**ACTION FOR DAMAGES
AND DECLARATORY
RELIEF**

MOHAMMAD HAMED,

Plaintiff,

vs.

CIVIL NO. SX-14-CY-278

FATHI YUSUF,

Defendant.

**ACTION FOR DEBT
AND CONVERSION**

JURY TRIAL DEMANDED

DECLARATION OF GORDON C. RHEA, ESQ.

I, GORDON C. RHEA, declare under penalty of perjury pursuant to 28 U.S.C.
Section 1746, as follows:

1. I have personal knowledge of the facts set forth herein.
2. I am an attorney licensed to practice law in the U.S. Virgin Islands.

Exhibit B

3. I was one of the defense lawyers in the criminal action filed by the United States of America in the District Court of the Virgin Islands (St. Thomas Division), Docket No, 1:05-cr-00015, against the following defendants:

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

4. All of the defendants in that criminal case, except for Isam Yousef who was never apprehended, were represented jointly by multiple counsel, including myself, under a Joint Defense Agreement.

5. Pursuant to the Joint Defense Agreement, all defense counsel worked together on behalf of all of the represented defendants in a joint effort to defend the case

6. A plea agreement was reached in December of 2010 (See Exhibit 1), with a modification made thereafter in early 2011 (See Exhibit 2). As noted therein, the only defendant who pled guilty was United Corporation, as the charges were dismissed against all of the other represented defendants.

7. The Joint Defense Agreement then continued during the sentencing phase of the case (to primarily address the tax issues related to the Plea) until September 19, 2012, when the Joint Defense Agreement was terminated.

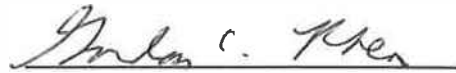
8. Under the Joint Defense Agreement;

- a. All legal and accounting work was done jointly on behalf of all represented defendants in an effort to defend all of them at the same time.

- b. Bills for attorneys' fees and expenses reflected the work of counsel done for all defendants without allocating specific items to individual defendants.
- c. Simply because a bill was directed to a specific defendant did not reflect their individual personal obligation, as the bills were the joint obligation of all defendants while the Joint Defense Agreement was in place.
- d. All defendants were all aware of this fact, as applications for payment of the bills submitted under Joint Defense Agreement had to be made to the United States Attorney, who would then have to authorize funds to pay these bills from the defendants' bank accounts which had been frozen by court order.
- e. Until the Joint Defense Agreement was terminated all legal bills were paid from a United Plaza Extra account,

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 1, 2017


Gordon C. Rhea, Esq.

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

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

vs.

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

CRIMINAL NO. 2005-15F/B

RECEIVED
2010 FEB 26 PM 4:00
DISTRICT OF THE VIRGIN ISLANDS
ST. CROIX, VI.

PLEA AGREEMENT

I.

INTRODUCTION

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

The parties agree to the following terms:



5228044.1

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

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

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

II.

NATURE OF THE OFFENSE

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

A. Elements

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

B. Elements Understood and Admitted.

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

C. Factual Basis.

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

On or about September 18, 2002, United willfully aided, assisted, procured, counseled, advised, or caused the preparation and presentation of a materially false corporate income tax return on Form 1120S for the year 2001 and filed such return with the Virgin Islands Bureau of Internal Revenue (VIBIR).

Specifically, United reported gross receipts or sales on line 1c as \$69,579,412, knowing that the true amount was approximately \$79,305,980.

III.

PENALTIES

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

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

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

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

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

IV.

WAIVER OF TRIAL RIGHTS

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

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

V.

UNITED'S REPRESENTATION THAT GUILTY PLEA IS KNOWING
AND VOLUNTARY

United represents that:

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

VI.

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

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

VII.

PLEA AGREEMENT SUBJECT TO COURT APPROVAL

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

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

VIII.

PARTIES' SENTENCING RECOMMENDATIONS

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

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

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

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

E. **Terms of Probation**

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

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

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

3. United shall submit to:

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

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

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

5. United shall make periodic payments, as specified by the Court, in the following priority: (a) restitution; (b) fine; and (c) substantial monetary penalty. After sentencing, the Government agrees to release all liens, pendencies, restraining orders, liens, or other encumbrances on property except to the extent necessary to assure valid security for the payments of all amounts referenced above. United shall develop and submit to the Court an effective compliance and ethics program consistent with §8B2.1 (Effective Compliance and Ethics Program) of the United States Sentencing Guidelines. United shall include in its submission a schedule for implementation of the compliance and ethics program.

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

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

IX.

UNITED WAIVES APPEAL AND COLLATERAL ATTACK

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

X.

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

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

XI.

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

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

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

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

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

XII.

ENTIRE AGREEMENT

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

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

XIII.

MODIFICATION OF AGREEMENT MUST BE IN WRITING

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

XIV.

UNITED AND COUNSEL FULLY UNDERSTAND AGREEMENT

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

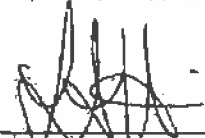
with appropriate officer and directors of United and that United fully understands its meanings and effect.

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

RONALD SHARPE
UNITED STATES ATTORNEY

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


Dated: 2/26/10



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

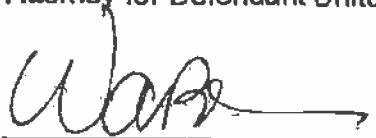
The defendant United Corporation agrees to the terms set forth in this Plea Agreement.

Dated: 2, 26/10



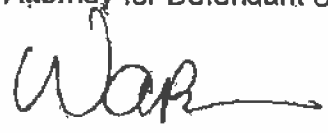
Thomas Alkon, Esq.
Attorney for Defendant United Corporation

Dated: 2/26/10

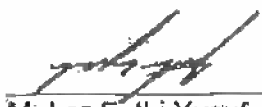



Warren B. Cole, Esq.
Attorney for Defendant United Corporation


Dated: 2/26/10



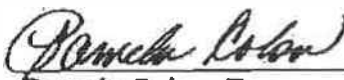
Warren B. Cole, Esq.
Attorney for Defendant's unindicted shareholders

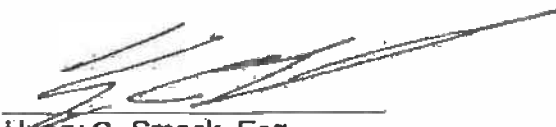
Dated: 2-26-10 
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: 2/26/10 
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/26/10 
Randall P. Andreozzi, Esq.
Attorney for Defendant Waleed Mohammed Hamed

Dated: 2/26/10 
Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf

Dated: 2/26/10 
Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 2/26/10 
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

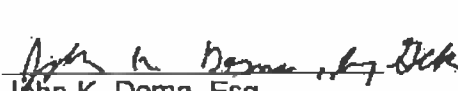
Dated: 2/26/10 
John K. Dema, Esq.
Attorney for Defendant Maher Fathi Yusuf

EXHIBIT I - RESTITUTION NUMBERS FOR TAX LOSS

Description	Government	Defendant
Gross Receipts Tax 1996	\$324,149.55	\$0.00
Gross Receipts Tax 1997	\$234,506.94	\$0.00
Gross Receipts Tax 1998	\$619,496.89	\$272,251.00
Gross Receipts Tax 1999	\$558,830.86	\$603,633.00
Gross Receipts Tax 2000	\$642,057.28	\$642,057.00
Gross Receipts Tax 2001	\$478,832.33	\$386,081.00
TOTAL GROSS RECEIPTS TAXES	\$2,857,873.85	\$1,904,022.00
Corporate Income Tax - 1996	\$2,214,307.41	\$0.00
Corporate Income Tax - 1997	\$2,360,868.66	\$427,011.00
Corporate Income Tax - 1998	\$3,993,535.34	\$488,323.00
TOTAL CORPORATE INCOME TAX	\$8,568,711.41	\$915,334.00
Individual Income Tax - 1999 - FY 32.5%	\$1,046,359.70	\$0.00
Individual Income Tax - 1999 - FY 32.5%	\$1,046,359.70	\$0.00
Individual Income Tax - 1999 - SY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - ZY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - YY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - MY 7%	\$225,369.78	\$0.00
Individual Income Tax - 1999 - NY 7%	\$225,369.78	\$0.00
TOTAL INDIVIDUAL INCOME TAX - 1999	\$3,219,568.31	\$0.00
Individual Income Tax - 2000 - FY 32.5%	\$1,458,473.19	\$0.00
Individual Income Tax - 2000 - FY 32.5%	\$1,458,473.19	\$0.00
Individual Income Tax - 2000 - SY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - ZY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - YY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - MY 7%	\$314,132.69	\$0.00
Individual Income Tax - 2000 - NY 7%	\$314,132.69	\$0.00
TOTAL INDIVIDUAL INCOME TAX - 2000	\$4,487,609.81	\$0.00
Individual Income Tax - 2001 - FY 32.5%	\$1,545,993.69	\$0.00
Individual Income Tax - 2001 - FY 32.5%	\$1,545,993.69	\$0.00

HAMD247915

~~HAMD642176~~

Individual Income Tax - 2001 - SY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - ZY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - YY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - MY 7%	\$332,983.26	\$0.00
Individual Income Tax - 2001 - NY 7%	\$332,983.26	\$0.00
TOTAL INDIVIDUAL INCOME TAX - 2001	\$4,756,903.67	\$0.00
TOTAL ALL TAXES	\$23,890,667.04	\$2,819,356.00

Exh: 617 2

February 12, 2010

Lori A. Hendrickson, Esq.
US DOJ/Tax Division/N.Criminal Section
601 D. Street NW, Room 7814
Washington, DC 20004-2904

Re: United States v. Fathi Yusuf, Crim. No. 05-0015

Dear Ms. Hendrickson:

We write to memorialize the process and parameters that will culminate in a formal plea agreement in this case. The parties have agreed to the following terms:

- Defendant United Corporation (d.b.a. Plaza Extra) agrees to plead guilty to Count Sixty, filing a false 2001 Form 1120S, in violation of Title 33, Virgin Islands Code, Section 1525(2);
- The government agrees to dismiss the pending charges against the individual defendants immediately after defendant United Corporation's guilty plea has been entered in court by an authorized representative of defendant United Corporation, according to the terms of a signed plea agreement. The Government agrees not to prosecute United Corporation or any other individual or entity for any other crimes arising out of the conduct alleged in the Third Superseding Indictment;
- The government agrees to dismiss the remaining pending charges against United at the sentencing hearing;
- The parties agree to meet with each other and with representatives of the Virgin Islands Bureau of Internal Revenue (VIBIR) to try to reach agreement for restitution numbers for unpaid gross receipts taxes, corporate income taxes, and individual income taxes for the Indictment years 1996, 1997, 1998, 1999, 2000, and 2001. The numbers for which the parties are able to agree will be set forth in the plea agreement;
- If the parties are unable to reach agreement on any of the tax loss numbers for the Indictment years, they will set forth their own tax loss numbers for each year and for each particular tax, in a format identical to the attached chart. The parties agree that the final determination of the restitution amount for the unpaid gross receipts taxes, corporate income taxes, and individual income taxes for the Indictment years 1996, 1997, 1998, 1999, 2000, and 2001, will be made by Judge Finch after the

Letter of Agreement
February 12, 2010
Page 2 of 5

parties submit sentencing memoranda and present testimonial and documentary evidence at a hearing. The parties agree that Judge Finch will determine a liability based on the range of numbers asserted by the parties in the plea agreement.

- The determination of Judge Finch of the restitution by United Corporation shall be conclusive of all taxes due and owing to the Government of the Virgin Islands for years 1996, 1997, 1998, 1999, 2000, and 2001 with respect to all taxes of the shareholders of United Corporation, both indicted and non-indicted, and employees of United, including Waheed Hamed and Wakeed Hamed, due on or for or on account of income earned by United Corporation during said years and upon payment all such tax liabilities shall be deemed satisfied in full.
- Defendant United Corporation agrees to a term of probation of one year, and agrees to be monitored by an independent third party certified public accounting firm during the term of probation to assure its compliance with the tax laws of the VIBIR. The selection of the independent third party will be expressly approved by the government prior to the beginning of the term of probation. If the parties cannot reach agreement on a third party, the independent third party will be selected by the Court;
- The government agrees not to prosecute United Corporation or individual defendants, or assert any civil or criminal accuracy related or reporting penalties, in years 2002, 2003, 2004, 2005, 2006, 2007, and 2008, provided that the individual defendants tender documentary proof that they have filed tax returns and paid tax due as set forth on those returns and as reviewed and accepted by the VIBIR;
- United, its shareholders, and the individual defendants referenced in the Indictment agree to cooperate with VIBIR to file full and complete tax returns for all post indictment years through present and to make full payment on any amounts due thereon. The Government agrees that no interest, penalties, or time and interest sensitive penalties should be imposed on the post-indictment returns so long as said returns are filed in accordance with this agreement. To the extent tax deposits already submitted exceed the amount owed on the post indictment returns as filed, such deposits should be reallocated to other tax periods or refunded to the particular tax payer. The VIBIR reserves the right to review the returns to be filed hereunder to determine whether they are accurate as filed.
- No foreign bank account-related charges or discretionary penalties shall be applied with respect to any of the individuals and entities so long as such reporting and regulatory compliance is made for the subject post-indictment years. (United States Department of Justice, and not VIBIR, has authorization over this provision).
- The parties agree that United will pay a \$5,000 fine and that the Government may seek a substantial monetary penalty. The parties will negotiate in good faith to determine the character of this penalty and will set forth a defined range from

Letter of Agreement
February 12, 2010
Page 3 of 5

which Judge Finch will make a final ruling. The parties agree that the Government may also seek reimbursement from United for the actual costs of prosecution, which will be set forth in the plea agreement. United reserves the right to contest the above mentioned penalties and prosecution costs.

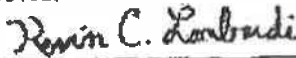
- Defendant United Corporation, the individual defendants, and the shareholders of United Corporation, all agree to file original individual income tax returns (or correcting amended returns, if appropriate) for the years 2002, 2003, 2004, 2005, 2006, 2007, and 2008, and provide any documentation or information requested by the VIBIR in order for the VIBIR to make their own independent review and assessment of the accuracy of such returns. Defendant United Corporation, the individual defendants, and the shareholders of United Corporation all agree to take these actions prior to the sentencing hearing;

The United States government and the United States Virgin Islands government agree to the terms set forth in this Letter of Agreement.

RONALD SHARPE
UNITED STATES ATTORNEY

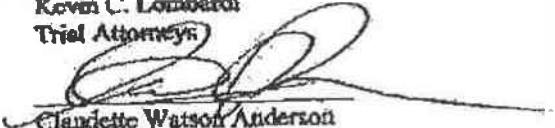
JOHN A. DICICCO
ACTING ASSISTANT ATTORNEY GENERAL
DEPARTMENT OF JUSTICE
TAX DIVISION

Dated: 2/12/2010




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

Dated: 2/15/10



Claudette Watson Anderson
Director
Virgin Islands Bureau of Internal Revenue

Dated: 2/18/10

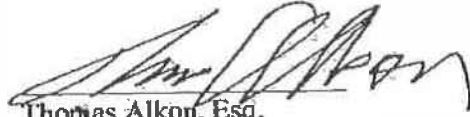


Denise George Conroy
Assistant Attorney General
Virgin Islands Department of Justice
Office of the Attorney General

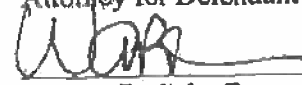
The defendant United Corporation agrees to the terms set forth in this Letter of Agreement.

Letter of Agreement
February 12, 2010
Page 4 of 5

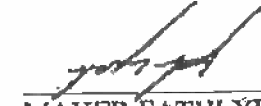
Dated: 2/26/10


Thomas Alkon, Esq.
Attorney for Defendant United Corporation


Dated: 2/26/10


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

Dated: 2/26/10


MAHER FATHI YUSUF
President, Defendant United Corporation

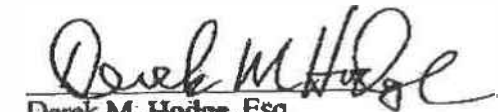
Dated: 2/26/10


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

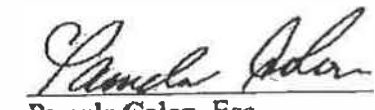
Dated: 2/26/10


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

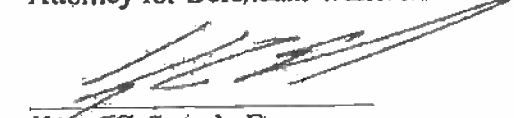
Dated: 2/26/10


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


Dated: 2/26/10


Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

Dated: 2/26/10


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

Dated: 2/26/10


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

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

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

vs.

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

CRIMINAL NO. 2005-15F/B

PLEA AGREEMENT- ADDENDUM

The parties agree to the following:

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

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



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

UNITED AND COUNSEL FULLY UNDERSTAND PLEA AGREEMENT-
ADDENDUM

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

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

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

RONALD SHARPE
UNITED STATES ATTORNEY

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

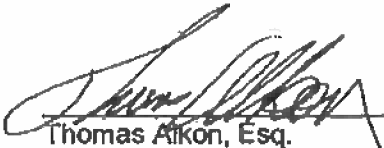
Dated: 2/2/2011



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

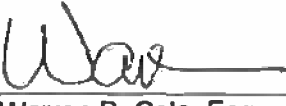
The defendant United Corporation agrees to the terms set forth in this Plea Agreement-Addendum.

Dated: 1/20/11



Thomas Atkon, Esq.
Attorney for Defendant United Corporation

Dated: 1/20/11




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

Dated: 1/20/11



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

Dated: _____

Maher Fathi Yusuf
President, Defendant United Corporation

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

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


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

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

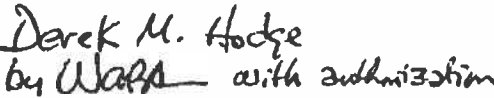
Dated: _____
Henry C. Smock, Esq.
Attorney for Defendant Fathi Yusuf Mohamad Yusuf

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

Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

Dated: 1/20/2011 
Gordon C. Rhea, Esq.
Attorney for Defendant Waleed Mohammed Hamed

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

Dated: 2/2/11 
Derek M. Hodge, Esq.
Attorney for Defendant Nejeah Fathi Yusuf


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

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

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

Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

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

Dated: 1/24/11

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

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

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

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


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

Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

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

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

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

Dated: 2/1/11

Pamela Colon, Esq.
Attorney for Defendant Waheed Mohammed Hamed

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

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


Dated: _____
Maher Fathi Yusuf
President, Defendant United Corporation

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

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

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

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

Dated: 1-25-11

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

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