

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**

Consolidated with

**Case No.: SX-2014-CV-278**

Consolidated with

**Case No.: ST-17-CV-384**

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

vs.

**UNITED CORPORATION**, *Defendant.*

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

vs.

**FATHI YUSUF**, *Defendant.*

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**FATHI YUSUF**, *Plaintiff,*

vs.

**MOHAMMAD A. HAMED TRUST**, *et al,*  
*Defendants.*

## I. Introduction

For the third time in as many months, Yusuf seeks to renegotiate specific terms of the Stipulated Discovery Order of January 29, 2018 (the "Discovery Plan" or "Plan"). He seeks to alter five terms that were bargained for during several days of negotiations, and were then committed to a written, stipulated agreement for joint submission to the Master:

1. Mr. Gaffney acts expressly as a *fiduciary* to the entire Partnership—not being 'directed' as an employee of, or under the directions of Yusuf or DTF
2. Mr. Gaffney reports daily by email to Hamed's counsel.<sup>1</sup>
3. In those emails, Mr. Gaffney reports not only his hours, but what he is doing.
4. Any issues or disputes Hamed's counsel raises about this process go to the Special Master, who then gives whatever direction is necessary to Mr. Gaffney—no mention of Mr. Gaffney's reporting to or taking direction from Yusuf or DTF.
5. No fee-splitting and *no arrangement to evade this and get Yusuf the funds by other means*—this is intended to pay Mr. Gaffney as an independent accountant.

This is a disagreement regarding the Plan's "Schedule A" discovery process and is before the Master because Yusuf *did not discuss this discovery matter at all with Hamed before filing*, nor was any proposal or draft supplied. The accounting involved does not even start until the Master rules on another motion. Hamed opposes both (1) changes to negotiated terms in a written, signed, stipulated document, and (2) "clarifications" based solely on improper "testimony" of counsel without affidavit or evidentiary support—**as to what the parties 'intended' or 'meant to say' when negotiating and drafting**. Also, the alteration of agreed terms will cause delay, interference and more motions to "clarify."

Thus, Hamed asks the Special Master to determine that the clear, plain language of the Plan says what it says, as follows:

First, in dealing with the 'Section A' claims, H-41 to H-141, the parties agreed in writing, after explicitly discussing and bargaining as to this point, that Mr. Gaffney is to act

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<sup>1</sup> To avoid more disagreement and filings, Hamed stipulates that he will voluntarily supply copies of these reports to Yusuf's counsel *immediately* on receipt from Mr. Gaffney.

in a "fiduciary capacity" for the entire Partnership. As is shown below, this term was not in early drafts; and was explicitly bargained for and added later, through negotiations.

Second, Yusuf also agreed in writing that "Mr. Gaffney will submit daily emails to counsel for Hamed". As is shown below, this term was not in early drafts; and was explicitly bargained for and added.

Third, Yusuf agreed that this *reporting* to counsel is not just Mr. Gaffney's hours, but also "what was done" daily by him. As is shown below, this term was not in early drafts; and was explicitly bargained for and added through negotiations. Nothing is said in the Plan about reporting to or consulting with Yusuf or DTF in this process.<sup>2</sup>

Fourth, Yusuf also agreed in writing that if "*counsel for Hamed* disapproves the work" any concerns, glitches or disputes that were so identified would be directed by him to the Special Master. Again, as shown below, this was not in early drafts, and was explicitly added through negotiations.

Fifth, Yusuf also agreed in writing that the Master, NOT Yusuf and NOT DTF, would then provide Mr. Gaffney or Hamed's counsel any necessary direction.

This simply cannot be amended to change wording or intent here, Yusuf and DTF cannot be allowed to get in the middle of the *defined process*. This process was explicitly bargained for and carefully added through detailed negotiations. If they do, this will not be a neutral, fiduciary analysis, it will be another Yusuf position paper--NOT what Hamed bargained for and agreed to pay for. Moreover, it is clear that DTF giving a person acting as a fiduciary (who is also a *non-client*) legal advice favorable to its client, over the interests of the whole Partnership, would violate several ethical rules.

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<sup>2</sup> *But see* footnote 1. Nor does Hamed seek to stop all communication with Yusuf. Not only would that be impossible as a practical matter, it would be impossible if Mr. Gaffney has to seek information. Hamed seeks to stop *interference, directions* or '*advice*'.

The timeline below demonstrates that Hamed's counsel sought and obtained these five provisions in return for other agreements and concessions expressly because of the overriding, predominant fear *that he expressed to Yusuf's counsel*: If Hamed was going to pay 100% of the cost, he would not accept Yusuf and DTF in the middle of what was designed to be **a VERY simple accounting process dealing solely with Partnership entries and the supporting documents—this is not about anyone's positions**. As can be seen below, [REDACTED]

Hamed would not proceed if DTF and Yusuf were covertly directing Mr. Gaffney's discovery responses or giving him "legal advice" regarding what should be a painfully direct accounting analysis. The question is: "What do the books show about specific, identified entries, and what do documents relating to those entries show or not show?"

If the Special Master allows Defendants to get into a position where they are "advising" Mr. Gaffney on what to say (considering the types of unclear discovery responses previously provided) and then file 2 or 3 dilatory "clarifying" motions as to every single response—this will never get done. Again, that is neither a RUPA-compliant analysis nor a fiduciary's description of what the books and supporting documents show on their face. More to the point, it is not the process the parties bargained for and agreed to. The final language of the Plan (below) is the specific operative language for which Hamed negotiated, and which should be enforced:

**A. Discovery as to Hamed Claims H-41 through H-141**

. . . .the parties agree to the following discovery regarding any of the Claims H-41 to H-141. . . .

1. Mr. Gaffney will be paid by Hamed at the rate of \$150.00 per hour for the time he works, set forth in a contemporaneous kept timesheet for answering the items in this "Section A". **Mr. Gaffney will submit dally emails to counsel for Hamed informing them of the hours worked and what was done**. Unless **counsel for Hamed disapproves the work** by the

end of the following day, Mr. Gaffney will continue the work. **If it is disapproved, the Master will be consulted for a decision** before work resumes. . . .

2. For each of the Hamed Claims numbered H-41 through H-141, which survive the Motion, John Gaffney will provide a written response, **in his fiduciary capacity** as the Partnership Accountant. . . .

3. Mr. Gaffney's responses to interrogatories and document requests will be provided in the bi-weekly period in which they are completed and not in groups or all at once, by July 31, 2018.

\* \* \* \*

6. No part of these funds paid to Mr. Gaffney by Hamed will be paid by him or shared by him with Yusuf or United or any third person or entity.

But Yusuf now seeks to "clarify" (*i.e.* amend) the clear language that was specifically bargained for—as to these exact five points.. He seeks to do this by three mechanisms: (1) by his counsel once again "testifying in his motion" about the facts, without affidavits or evidentiary support, (2) his counsel again testifying about matters that by both Rule and agreement were confidential and privileged communications seeking a settled, joint submission, and (3) by assuming Hamed will not violate the rules and confidentiality to defend himself—that Hamed will not submit and put the negotiations and documents into the record to refute statements that are patently untrue if read against the actual timeline.

Therefore, Hamed is in a difficult spot. To refute Yusuf's counsel's improper, evidence-free 'testimony' in the instant motion, Hamed would seemingly have to do exactly what Yusuf did—openly divulge negotiating positions, intent of the parties in drafting and the documents being exchanged. Hamed declines to do this. Doing this would mean that there will never be a viable negotiation or settlement discussion in this case due to the parties' view that they can always just 'get around' the rules and confidentiality to use those exchanges in later motions.

Instead, Hamed has tried to be careful to chronicle exactly what happened with reference to every 'bargained-for phrase' *that ultimately appears in the Plan as it exists today, without disclosing* such documents or communications. He has done this by referring *almost* solely to the final document in comparison to the original draft—and has redacted 95% of the rest of the communications, documents and ancillary information. (The negotiations, discussions and documents are noted by date and included as exhibits, but are redacted.) If the Court directs that these be submitted in a non-redacted form (as Yusuf already has all of them as well), Hamed will do so, but believes future negotiations and settlements will suffer.

By taking this careful approach, Hamed is able to demonstrate exactly how **Yusuf negotiated and then agreed to the addition of every single one of the five items for which he allegedly seeks "clarification" in his instant motion.**<sup>3</sup> The timeline below also makes it apparent that this was a much discussed, debated and edited stipulation. The parties carefully bargained for each and every term that Yusuf now seeks to "clarify" quite carefully.

## **II. Facts - The Timeline of how and when these specific provisions were negotiated**

On January 3, 2018, Hamed attorney Carl Hartmann ("Hartmann") sent an email to Yusuf attorney Gregory Hodges ("Hodges"), noting that a joint proposal for a discovery and scheduling had been ordered to be submitted within nine days—by January 12th—attaching the relevant transcript statements of the Special Master.

### **Exhibit 1.**

Greg: I reviewed the Transcript last night after the message from Alice Kuo. I noticed that we were supposed to meet and confer and submit a proposed joint discovery order by the 12th. As you have seen our proposal,

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<sup>3</sup> This is exactly how Yusuf previously attempted to have the Court "clarify" the Discovery Plan, by *adding many items for diversion to Mr. Gaffney in Schedule A*. He (again) seeks outright changes to agreed terms by again calling this a "clarification".

would you like to send me yours – and then you and I can have a phone call to work out any disagreements, or agree to disagree.... [Remainder Redacted]

Order:

MR. HODGES: That's true. Your Honor, I would suggest—and Attorney Holt and our office have, I believe, actually at least in one case, maybe more, agreed on a discovery schedule. And if we can't agree on it, I would say that we submit our proposed discovery schedules to you. And that's exactly what we did in another case. And the judge—I can't remember whether he mixed and matched or accepted one schedule over the other, but I think, you know, it makes better sense and better use of your time if we present you with something, either a stipulated discovery schedule or our competing discovery schedules so you can have something in writing to look at and decide for {Page 25} yourself.

SPECIAL MASTER: Can you do it by the 12th of January? MR. HODGES: I don't see why not.

MR. HOLT: Sounds fine, Your Honor.

SPECIAL MASTER: Okay. Either a joint stipulation or the parties' position on discovery and submit it by the 12th.

The next day, Attorney Hodges thanked opposing counsel for reminding him, and stated that he did not recall having received the Hamed proposal. **Exhibit 2**.

Carl, Thanks for bringing this issue up now. I do not recall seeing your proposed discovery schedule in a separate document. If you have already sent that document to us, will you please resend. If you have not already shared that document, it would be appreciated if you would create a proposed schedule that we can respond to with proposed redline edits.  
Regards, Greg

Later that same day, Hartmann re-sent the proposal (**Exhibit 3**) by email. **Exhibit 4**.<sup>4</sup> This began the negotiations designed to reach a stipulated agreement as to a Discovery Plan.

Greg: Thank you for your speedy response. Attached is our plan – in the form of a motion. Please redline the first section – and draft your own second [Redacted] (Or, if you desire, we can join them in a joint stipulated motion...

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<sup>4</sup> Because this exhibit was a communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

Without disclosing any of the following documents or specific negotiations surrounding them after these talks began, by the attached declaration (**Exhibit 5**) Hamed's counsel affirms on his oath that the initial Hamed proposed draft did NOT include anything about (1) Mr. Gaffney being paid by Hamed to do accounting, (2) any reference to Mr. Gaffney acting in a "fiduciary capacity" for the entire Partnership, (3) any reference to Mr. Gaffney reporting to Hamed's counsel daily, (4) Mr. Gaffney would email such reports as to *what he was doing*, or (5) that the Special Master would be the one giving directions in the event of any disagreements between Hamed's counsel and Gaffney—rather than DTF or Yusuf. See Hartmann Declaration, **Exhibit 5** at ¶ 2.

On January 5, 2018, Attorney Hodges sent an email to Hartmann stating, in relevant part, that [REDACTED]

[REDACTED]. **Exhibit 6.**<sup>5</sup> Attorney Hodges also attached a proposed Plan re-draft that reflected this position. **Exhibit 7.**<sup>6</sup> Later that day, Hartmann responded that he would [REDACTED]

[REDACTED]. **Exhibit 8.**<sup>7</sup> [REDACTED]

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<sup>5</sup> Because this exhibit was communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

<sup>6</sup> Because this exhibit was communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

<sup>7</sup> Because this exhibit was communication between the parties negotiating a disputed stipulation, Hamed has redacted this.



[REDACTED]

[REDACTED]

On January 8, 2018, Hamed agreed that Hamed would pay Mr. Gaffney 100% of his hourly rate and all costs to do this work for the Partnership -- which language appears in the final Plan. See **Exhibit 9**<sup>8</sup> enclosing the revised draft, **Exhibit 10**.<sup>9</sup> But Hamed's counsel also affirms by declaration that this agreement to pay was accompanied by language to firm up the accounting process—sent to Attorney Hodges in the new, Hamed-proposed draft. These terms began by assuring that (1) **Mr. Gaffney would act solely as a "fiduciary" for "the Partnership,"** (2) his discovery responses would be timely, and (3) there would be no 'kick-backs' to Yusuf. See Exhibit 5 at ¶ 3. It included the language which is set forth here because it appears in the final version:

A. As to the 100 "Accounting" Issues H-41 through H-141

1. Mr. Gaffney will be paid by Hamed at the hourly rate of XXXX [*Redacted*] per hour for the time he works, set forth in a contemporaneous kept timesheet for answering the items in this "Section A".

2. For each of the Hamed Claims numbered H-41 through H-141, John Gaffney will provide a written response, **in his fiduciary capacity** as the Partnership Accountant, to the following. . .

\* \* \* \*

3. Each interrogatory and document response will be provided in a timely manner, and not in a bunch at the end—as completed.

\* \* \* \*

7. No part of these funds will be "kicked back" to Yusuf or United or any third person or entity. (Emphasis added.)

In addition, there was a footnoted drafting comment in which Hamed's counsel made it clear that the additions were specifically designed to insure [REDACTED]

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<sup>8</sup> Because this exhibit was communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

<sup>9</sup> Because this exhibit was communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Hamed's counsel also affirms by declaration that at this point in the negotiations there were no terms in the draft, yet, that Mr. Gaffney would report to Hamed's counsel, that he would report daily on "what he had done" substantively to Hamed's counsel, or that issues or disputes would be addressed by Hamed's counsel directly to the Master. See Exhibit 5 at ¶ 4.

On January 10, 2018—just two days before the filing was due under the Special Master's instructions—Attorney Hodges responded with a Plan re-draft (**Exhibit 11**<sup>10</sup>) that Hamed's counsel affirms by declaration did not change the provisions regarding Mr. Gaffney acting as a fiduciary, What is relevant here was very limited communication and control between Hamed's counsel and Mr. Gaffney; merely a "monthly" submission of the bills, with discovery responses "in several installments." See Exhibit 5 at ¶ 5. Hamed's counsel affirms by declaration that this was unacceptable. If Mr. Gaffney was going to be paid 100% by Hamed, and was going to act solely as a "fiduciary" rather than as a shill for Yusuf/DTF, it would require language that would create more definite reporting directly to Hamed's counsel—and that Mr. Gaffney's responses would be made on a much more controlled basis. Exhibit 5 at ¶ 6. See **Exhibits 12**<sup>11</sup> and **13**<sup>12</sup>.

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<sup>10</sup> Because this exhibit was a communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

<sup>11</sup> Because this exhibit was a communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

<sup>12</sup> Because this exhibit was a communication between the parties negotiating a disputed stipulation, Hamed has redacted this.

As a result, on January 12th, the day the filing was due, Attorney Hodges sent a redline draft of the Plan. Exhibit 13. That re-draft was redlined directly on top of an earlier Hartmann draft of the Plan, and because of this, it can be seen who wrote what, and [REDACTED]

[REDACTED] very language that Yusuf now seeks to modify:

1. Mr. Gaffney will be paid by Hamed at the hourly rate of \$150.00 per hour for the time he works, set forth in a contemporaneous kept timesheet for answering the items in this "Section A". Mr. Gaffney will submit daily emails to counsel for Hamed informing them of the hours worked and what was done. Unless counsel for Hamed approves the work by the end of the following day, Mr. Gaffney may cease any further work. Approved emails will then form the basis of weekly billings that bills to Hamed on a bi-monthly weekly basis, and they shall be paid within two weeks of receipt of same.

[REDACTED] the amount would be \$150.00 per hour which it is now, and that Gaffney would be paid by Hamed in [REDACTED]

[REDACTED] "one month" in the final. Everything is there:

1. "daily emails"
2. "to counsel for Hamed"
3. "informing them of the hours worked and what was done."
4. "counsel for Hamed approves the work by the end of the following day".

In the end, there were only hours to go, but term in the final version that "Hamed's counsel reports to the Master" was still missing. In the final version, that too was added: (1) If there are any issues, Hamed's counsel goes to the Special Master for direction, NOT DTF or Yusuf, and (2) The Master then gives direction—not Yusuf or DTF. **Exhibit 12.**

Unless counsel for Hamed disapproves the work by the end of the following day, Mr. Gaffney will continue the work. If it is disapproved, the Master will be consulted for a decision before work resumes.

Thus, ALL FIVE points Yusuf now seeks to "clarify," were bargained for and added to meet specific demands.

### III. Argument

NONE of the language as to the five critical points in Yusuf's instant motion was in the original draft. ALL of these points were terms that were explicitly added for very good reasons, after extended, specific negotiations.

Moreover, it would be a unmitigated disaster to allow Yusuf/DTF to direct responses, or give legal advice on how to respond to Mr. Gaffney in this limited process—something Hamed expressly bargained to avoid—as this will create an endless progression of interference, incomprehensible discovery responses and 2-3 "clarifying" motions on each of the 101 claims. No change to the Plan is needed, as this is supposed to be a vanilla statement of **what the books and supporting documents show or do not show about specifically identified entries**. As RUPA law makes clear, if there is a Partnership accounting entry it can be reviewed as part of the winding up. In reviewing a specified, listed entry that was made in the books, the accountant need only state: (1) exactly what the books show, and (2) whether he can locate or not locate the supporting documents.

### IV. Conclusion

Yusuf is attempting to change a document that he negotiated for, agreed to and signed—and then submitted to the Special Master. He is attempting to change the very five terms about which the parties negotiated. Nor is there any basis for changing the agreed language in the Plan. To the extent that there was *any real issue* here, Hamed has stipulated that he will *immediately* provide copies of Mr. Gaffney's daily emails to Yusuf/DTF. Despite dire warnings, Hamed does not seek to stop, or interfere with his communications with Yusuf, just 'directions' on the responses and legal advice regarding them. Hamed does not suggest that he should direct or instruct Mr. Gaffney how to address his going through the list of claims sorted by amount, nor will he do so.

Hamed does not seek *ex parte* communication with the Special Master as to issues Hamed's counsel might bring to him or anything else, nor will he have any. Nor does Hamed intend to direct Mr. Gaffney's employment or payment by United; he merely seeks to assure that Yusuf cannot, by artifice or "arrangements" seek to recover any fees being paid to Mr. Gaffney: no tricks like a "reduction of this year's bonus" or a "reduction in this year's salary".<sup>13</sup> These funds are going to Mr. Gaffney to make him want to do the extra work, not to give Yusuf an additional income stream.

Thus, the language of the Plan should remain unchanged; and the motion denied.

**Dated:** May 5, 2018



**Carl J. Hartmann III, Esq.**  
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2132 Company Street,  
Christiansted, VI 00820

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<sup>13</sup> If Mr. Gaffney cannot complete the work in vacation, weekend or evening periods, and there is some "arrangement" for "time off" it should be disclosed and transparent to the Special Master and parties.

### CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of May, 2018, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

**Hon. Edgar Ross** (w/ 2 Mailed Copies)  
Special Master  
edgarrossjudge@hotmail.com

**Gregory H. Hodges**  
**Stefan Herpel**  
**Charlotte Perrell**  
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### CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



# Exhibit 1

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

**From:** Carl Hartmann <carl@carlhartmann.com>  
**Sent:** Wednesday, January 03, 2018 12:28 PM  
**To:** 'Gregory Hodges' <Ghodges@dtflaw.com>  
**Cc:** 'Kim Japinga' <kim@japinga.com>  
**Subject:** Request for Plan and M&C

Greg:

I reviewed the Transcript last night after the message from Alice Kuo. I noticed that we were supposed to meet and confer and submit a proposed joint discovery order by the 12<sup>th</sup>. As you have seen our proposal, would you like to send me yours – and then you and I can have a phone call to work out any disagreements, or agree to disagree.

[REDACTED]

Carl

Order:

MR. HODGES: That's true. Your Honor, I would suggest -- and Attorney Holt and our office have, I believe, actually at least in one case, maybe more, agreed on a discovery schedule. And if we can't agree on it, I would say that we submit our proposed discovery schedules to you. And that's exactly what we did in another case. And the judge -- I can't remember whether he mixed and matched or accepted one schedule over the other, but I think, you know, it makes better sense and better use of your time if we present you with something, either a stipulated discovery schedule or our competing discovery schedules so you can have something in writing to look at and decide for

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yourself.

SPECIAL MASTER: Can you do it by the 12th of January?

MR. HODGES: I don't see why not.

MR. HOLT: Sounds fine, Your Honor.

SPECIAL MASTER: Okay. Either a joint stipulation or the parties' position on discovery and submit it by the 12th.

MR. HOLT: Okay.

Ex 1



# Exhibit 2

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

**From:** Gregory Hodges <Ghodges@dtflaw.com>  
**Sent:** Wednesday, January 03, 2018 12:44 PM  
**To:** 'Carl@hartmann.attorney' <Carl@hartmann.attorney>  
**Cc:** Kim Japinga <kim@japinga.com>  
**Subject:** RE: Request for Plan and M&C

Carl,  
Thanks for bringing this issue up now. I do not recall seeing your proposed discovery schedule in a separate document. If you have already sent that document to us, will you please resend. If you have not already shared that document, it would be appreciated if you would create a proposed schedule that we can respond to with proposed redline edits.  
Regards,  
Greg

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Fax: (340) 715-4400  
Web: [www.DTFLaw.com](http://www.DTFLaw.com)

Ex 2

# Exhibit 3

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

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

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

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF and UNITED CORPORATION,**

*Defendants and Counterclaimants.*

vs.

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

*Counterclaim Defendants,*

**Case No.: SX-2012-cv-370**

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

**JURY TRIAL DEMANDED**

**MOHAMMAD HAMED,**

*Plaintiff,*

vs.

**FATHI YUSUF,**

*Defendant.*

**Case No.: SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

**JURY TRIAL DEMANDED**

**HAMED'S MOTION TO THE SPECIAL MASTER  
FOR A DISCOVERY SCHEDULE**

The Special Master ordered the parties to re-submit claims that accrued after September 17, 2006, which both parties filed on October 30, 2017. A hearing was held on December 15, 2017, during which the Special Master ordered that the parties meet and confer on a Discovery Schedule -- and that failing consensus, they submit their own

**Ex 3**

proposals. The parties have been unable to reach consensus as to all points, but have agreed to some points. Thus, Hamed presents the agreed on points and then requests the Plan set forth below, as it was proposed in large part in its motion for a hearing of November 16, 2017.

#### **A. Points on which the parties agree**

1. The parties agree that Mr. Gaffney will be paid for time, as submitted to the Court and approved for answering interrogatories and providing deposition testimony.

2. He will be paid \$100.00 per hour, providing that he will certify on receipt that no amount of those funds are being given to any third person or entity.

3. He will be paid as follows: 100% to be paid from Partnership funds. [NOTE: we will negotiate on who pays if you will let him just answer the questions.]

4. For ease of reference, Hamed's re-submitted claims are numbered H-1 to H-175. Yusuf's re-submitted claims are numbered Y-1 to Y-14 as shown on the attached

**Exhibit A.** [Note: We will move these to the section below if you do not agree.]

#### **B. Hamed's Plan as to 125 Accounting Claims**

##### **1. Discovery for Claims Related to Accounting Entries**

- 1-2 Interrogatories per unclear or questionable accounting entry (similar to the specific, very short, very detailed requests sent to John Gaffney previously)
- Document requests for the underlying documents substantiating payment of Partnership debts
- Limited subpoenas for the few instances where the Partnership does not have the underlying documents
- Following receipt of documents and interrogatory responses, a 5-10 minute deposition per remaining unclear or questionable accounting entry

**2. Discovery Process for all Other (Non-Accounting Entries) Hamed and Yusuf Claims that have not already been briefed by January 12, 2018.**

- The traditional discovery process should be allowed (document requests, interrogatories and depositions), with the Special Master setting forth any needed limits. If the parties require more than 25 interrogatories for these items, they will request the from the Special Master.
- While that process is on-going, once discovery on an issue is completed or within 30 days of the end of all such discovery, the moving side will submit a five-page memo (exclusive of captions and signatures), with any relevant exhibits attached -- as to each of its claims. **Claims may be grouped together for ease and reduction of paperwork.** Each side will be allowed a five-page opposition and a two-page reply.

After the discovery and briefings are completed for each claim, these remaining claims will be ready for a hearing and the Master's decision.

Thus, for the reasons set forth herein, it is requested that this Court enter an order with this schedule to begin February 1, 2017 -- after the already scheduled briefs and responses have been received. The parties believe that this can be accomplished in 3 months.

**Dated:** January 3, 2018

---

**Joel H. Holt, Esq.**  
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Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)  
Tele: (340) 719-8941

**CERTIFICATE OF SERVICE**

I hereby certify that on this 3rd day of January, 2017, I served a copy of the foregoing by email (via Case Anywhere ECF) as well as regular email, as agreed by the parties, on:

**Hon. Edgar Ross**

Special Master

% [edgarrossjudge@hotmail.com](mailto:edgarrossjudge@hotmail.com)

**Gregory H. Hodges**

**Stefan Herpel**

**Charlotte Perrell**

Law House, 10000 Frederiksberg Gade

P.O. Box 756

St. Thomas, VI 00802

[ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)

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**Jeffrey B. C. Moorhead**

CRT Brow Building

1132 King Street, Suite 3

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[jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.com)

---

# Exhibit 4

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan



**From:** Carl Hartmann <carl@carlhartmann.com>  
**Sent:** Wednesday, January 03, 2018 1:15 PM  
**To:** 'Gregory Hodges' <Ghodes@dtflaw.com>  
**Cc:** 'Joel Holt' <holtvi@aol.com>; 'Kim Japinga' <kim@japinga.com>  
**Subject:** [REDACTED]

Greg:

Thank you for your speedy response. Attached is our plan – in the form of a motion.

Please redline the first section – and draft your own second. [REDACTED]

[REDACTED] (Or, if you desire, we can join them in a joint stipulated motion setting out the agreed items first and the both below – your call.)

[REDACTED]

Carl

Ex 4

# Exhibit 5

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

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

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

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants.*

vs.

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

*Counterclaim Defendants,*

**Case No.: SX-2012-CV-370**

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

**JURY TRIAL DEMANDED**

Consolidated with

---

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

vs.

**UNITED CORPORATION**, *Defendant.*

**Case No.: SX-2014-CV-287**

Consolidated with

---

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

vs.

**FATHI YUSUF**, *Defendant.*

**Case No.: SX-2014-CV-278**

Consolidated with

---

**FATHI YUSUF**, *Plaintiff,*

vs.

**MOHAMMAD A. HAMED TRUST**, *et al,*  
*Defendants.*

**Case No.: ST-17-CV-384**

**DECLARATION OF CARL J. HARTMANN IN SUPPORT OF  
HAMED'S OPPOSITION TO THE MOTION TO AMEND THE DISCOVERY ORDER**

1. I am an attorney admitted to the practice of law in the U.S. Virgin Islands (admitted *pro hac vice* 1987, fully admitted April 7, 1991, Bar No. 48). I have direct, first-hand knowledge as to each of the averments I make herein. Each such averment is truthful.

2. I sent the initial Hamed proposed draft of the Discovery Plan to Attorney Hodges and it did not include anything about (1) Mr. Gaffney being paid by Hamed to do accounting, (2) any reference to Mr. Gaffney acting in a "fiduciary capacity" for the entire Partnership, (3) any reference to Mr. Gaffney reporting substantively to Hamed's counsel daily, or (4) that the Special Master would be person giving directions in the event of any disagreements between Hamed's counsel and Gaffney—rather than DTF or Yusuf.

3. On January 8, 2018, I sent an email to Attorney Hodges in which Hamed agreed that: [REDACTED]

[REDACTED] But, this was accompanied by language in the new, January 7th Hamed proposal that required that Gaffney would act as a "fiduciary" to the Partnership.

4. At this point in the negotiations there were no explicit provisions that Mr. Gaffney would report to Hamed's counsel or that he would not only report hours, but also what he was doing.

5. Attorney Hodges responded with a re-draft that did not change the provision on Mr. Gaffney acting as a fiduciary. [REDACTED] a "reporting provision" as to "monthly" submission of the bills, with discovery responses "in several installments."

6. If Mr. Gaffney was going to be paid 100% by Hamed, and was going to act solely as a "fiduciary", there had to be more definite reporting directly to Hamed's counsel—and that Mr. Gaffney's responses be made on a much more controlled basis. Thus, in my response of January 9th (Exhibit 9 to the motion), I emphasized that this process did not need to be complicated, stating: "this is nothing more than a simple accounting examination of an accountant who made course-of-business entries."

**Dated:** May 5, 2018

A handwritten signature in blue ink, reading "Carl J. Hamed" with a long horizontal flourish extending to the right.

# Exhibit 6

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

**From:** Gregory Hodges <Ghodges@dtflaw.com>  
**Sent:** Friday, January 05, 2018 4:30 PM  
**To:** 'Carl@hartmann.attorney' <Carl@hartmann.attorney>  
**Cc:** Joel Holt <holtvi@aol.com>; Kim Japinga <kim@japinga.com>; Stefan Herpel <sherpel@dtflaw.com>; Charlotte Perrell <Cperrell@dtflaw.com>  
**Subject:** RE: Request for Plan and M&C

Carl,

[REDACTED]

[REDACTED]

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

Ex 6

# Exhibit 7

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan



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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.	)	
	)	ACTION FOR INJUNCTIVE
FATHI YUSUF and UNITED CORPORATION,	)	RELIEF, DECLARATORY
	)	JUDGMENT, AND
Defendants/Counterclaimants,	)	PARTNERSHIP DISSOLUTION,
v.	)	WIND UP, AND ACCOUNTING
	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
	)	
<u>Additional Counterclaim Defendants.</u>	)	Consolidated With
	)	
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	CIVIL NO. SX-14-CV-287
Plaintiff,	)	
v.	)	ACTION FOR DAMAGES AND
	)	DECLARATORY JUDGMENT
UNITED CORPORATION,	)	
	)	
<u>Defendant.</u>	)	
	)	
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	CIVIL NO. SX-14-CV-278
	)	
Plaintiff,	)	ACTION FOR DEBT AND
v.	)	CONVERSION
	)	
FATHI YUSUF,	)	
	)	
<u>Defendant.</u>	)	

**JOINT DISCOVERY AND SCHEDULING PLAN**

THE PARTIES to the above-captioned civil action, in accordance with Virgin Islands Rules of Civil Procedure 16 and 26, and the instructions of the Honorable Edgar D. Ross (the “Master”) at a scheduling conference on December 15, 2017 agree and stipulate to the following discovery and scheduling plan for incorporation into a Case Management Order.

**Ex 7**

█ [REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

█ [REDACTED]

[REDACTED]

10. The parties shall jointly contact the Master to attempt an informal resolution of any [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Respectfully submitted,

**LAW OFFICES OF JOEL H. HOLT**

DATED: January \_\_\_\_\_, 2018

By: \_\_\_\_\_

Joel H. Holt  
2132 Company Street  
Christiansted, VI 00820  
Telephone: (340) 773-8709  
Facsimile: (340) 773-8677  
Email: [holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)

Attorneys for Plaintiff/Counterclaim Defendant

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: January \_\_\_\_\_, 2018

By: \_\_\_\_\_

Gregory H. Hodges (V.I. Bar No. 174)  
Dudley, Topper and Feuerzeig, LLP  
1000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00804  
Telephone: (340) 715-4405  
Facsimile: (340) 715-4400  
Email: [ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)

Attorneys for Defendants/Counterclaimants

The foregoing Joint Discovery and Scheduling Plan is **APPROVED** and is made the Case Management Order in this case.

Dated: January \_\_\_\_\_, 2018

---

Hon. Edgar D. Ross  
Master

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 5<sup>th</sup> day of January, 2018, I served a true and correct copy of the foregoing **Joint Discovery and Scheduling Plan**, which complies with the page and word limitations set forth in Rule 6-1(e), via e-mail addressed to:

Carl J. Hartmann, III, Esq.  
5000 Estate Coakley Bay – Unit L-6  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
E-Mail: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Mark W. Eckard, Esq.  
**ECKARD, P.C.**  
P.O. Box 24849  
Christiansted, St. Croix  
U.S. Virgin Islands 00824  
E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
**JEFFREY B.C. MOORHEAD, P.C.**  
C.R.T. Brow Building – Suite 3  
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U.S. Virgin Islands 00820  
E-Mail: [jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.com)

# Exhibit 8

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

**From:** Carl Hartmann <carl@carlhartmann.com>  
**Sent:** Friday, January 05, 2018 6:40 PM  
**To:** 'Gregory Hodges' <Ghodges@dtflaw.com>  
**Cc:** 'Joel Holt' <holtvi@aol.com>; 'Kim Japinga' <kim@japinga.com>; 'Stefan Herpel' <sherpel@dtflaw.com>; 'Charlotte Perrell' <Cperrell@dtflaw.com>  
**Subject:** [REDACTED]

Greg:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Carl

**Ex 8**

# Exhibit 9

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

**From:** Carl Hartmann <carl@carlhartmann.com>  
**Sent:** Monday, January 08, 2018 10:55 AM  
**To:** 'Gregory Hodges' <Ghodes@dtflaw.com>  
**Cc:** 'Joel Holt' <holtvi@aol.com>; 'kim@japinga.com' <kim@japinga.com>  
**Subject:** [REDACTED]

Greg:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Carl Hartmann

Ex 9



# Exhibit 10

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

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

WALEED HAMED, as Executor of the	)	
Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.	)	
	)	
FATHI YUSUF and UNITED CORPORATION,	)	ACTION FOR INJUNCTIVE
	)	RELIEF, DECLARATORY
Defendants/Counterclaimants,	)	JUDGMENT, AND
v.	)	PARTNERSHIP DISSOLUTION,
	)	WIND UP, AND ACCOUNTING
	)	
WALEED HAMED, WAHEED HAMED,	)	
MUFEED HAMED, HISHAM HAMED, and	)	
PLESSEN ENTERPRISES, INC.,	)	
	)	
<u>Additional Counterclaim Defendants.</u>	)	Consolidated With
	)	
WALEED HAMED, as Executor of the	)	
Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff,	)	CIVIL NO. SX-14-CV-287
v.	)	
	)	
UNITED CORPORATION,	)	ACTION FOR DAMAGES AND
	)	DECLARATORY JUDGMENT
	)	
<u>Defendant.</u>	)	
	)	
WALEED HAMED, as Executor of the	)	
Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff,	)	CIVIL NO. SX-14-CV-278
v.	)	
	)	
FATHI YUSUF,	)	ACTION FOR DEBT AND
	)	CONVERSION
	)	
<u>Defendant.</u>	)	

**JOINT DISCOVERY AND SCHEDULING PLAN**

THE PARTIES to the above-captioned civil action, in accordance with Virgin Islands Rules of Civil Procedure 16 and 26, and the instructions of the Honorable Edgar D. Ross (the “Master”) at a scheduling conference on December 15, 2017 agree and stipulate to the following discovery and scheduling plan for incorporation into a Case Management Order.

**Ex 10**

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

Respectfully submitted,

**LAW OFFICES OF JOEL H. HOLT**

DATED: January \_\_\_\_, 2018

By: \_\_\_\_\_

Joel H. Holt  
2132 Company Street  
Christiansted, VI 00820  
Telephone: (340) 773-8709  
Facsimile: (340) 773-8677  
Email: [holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)

Attorneys for Plaintiff/Counterclaim Defendant

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: January \_\_\_\_, 2018

By: \_\_\_\_\_

Gregory H. Hodges (V.I. Bar No. 174)  
Dudley, Topper and Feuerzeig, LLP  
1000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00804  
Telephone: (340) 715-4405

Facsimile: (340) 715-4400  
Email: [ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)

Attorneys for Defendants/Counterclaimants

The foregoing Joint Discovery and Scheduling Plan is **APPROVED** and is made the Case Management Order in this case.

Dated: January \_\_\_\_\_, 2018

---

Hon. Edgar D. Ross  
Master

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 5<sup>th</sup> day of January, 2018, I served a true and correct copy of the foregoing **Joint Discovery and Scheduling Plan**, which complies with the page and word limitations set forth in Rule 6-1(e), via e-mail addressed to:

Carl J. Hartmann, III, Esq.  
5000 Estate Coakley Bay – Unit L-6  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
E-Mail: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Mark W. Eckard, Esq.  
**ECKARD, P.C.**  
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Christiansted, St. Croix  
U.S. Virgin Islands 00824  
E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
**JEFFREY B.C. MOORHEAD, P.C.**  
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# Exhibit 11

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan



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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.	)	
	)	ACTION FOR INJUNCTIVE
FATHI YUSUF and UNITED CORPORATION,	)	RELIEF, DECLARATORY
	)	JUDGMENT, AND
Defendants/Counterclaimants,	)	PARTNERSHIP DISSOLUTION,
v.	)	WIND UP, AND ACCOUNTING
	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
	)	
<u>Additional Counterclaim Defendants.</u>	)	Consolidated With
	)	
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	CIVIL NO. SX-14-CV-287
Plaintiff,	)	
v.	)	ACTION FOR DAMAGES AND
	)	DECLARATORY JUDGMENT
UNITED CORPORATION,	)	
	)	
<u>Defendant.</u>	)	
	)	
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	CIVIL NO. SX-14-CV-278
Plaintiff,	)	
v.	)	ACTION FOR DEBT AND
	)	CONVERSION
FATHI YUSUF,	)	
	)	
<u>Defendant.</u>	)	

**JOINT DISCOVERY AND SCHEDULING PLAN**

**THE PARTIES** to the above-captioned civil action, in accordance with Virgin Islands Rules of Civil Procedure 16 and 26, and the instructions of the Honorable Edgar D. Ross (the “Master”) at a scheduling conference on December 15, 2017 agree and stipulate to the following discovery and scheduling plan for incorporation into a Case Management Order.

[Redacted]

[Redacted]

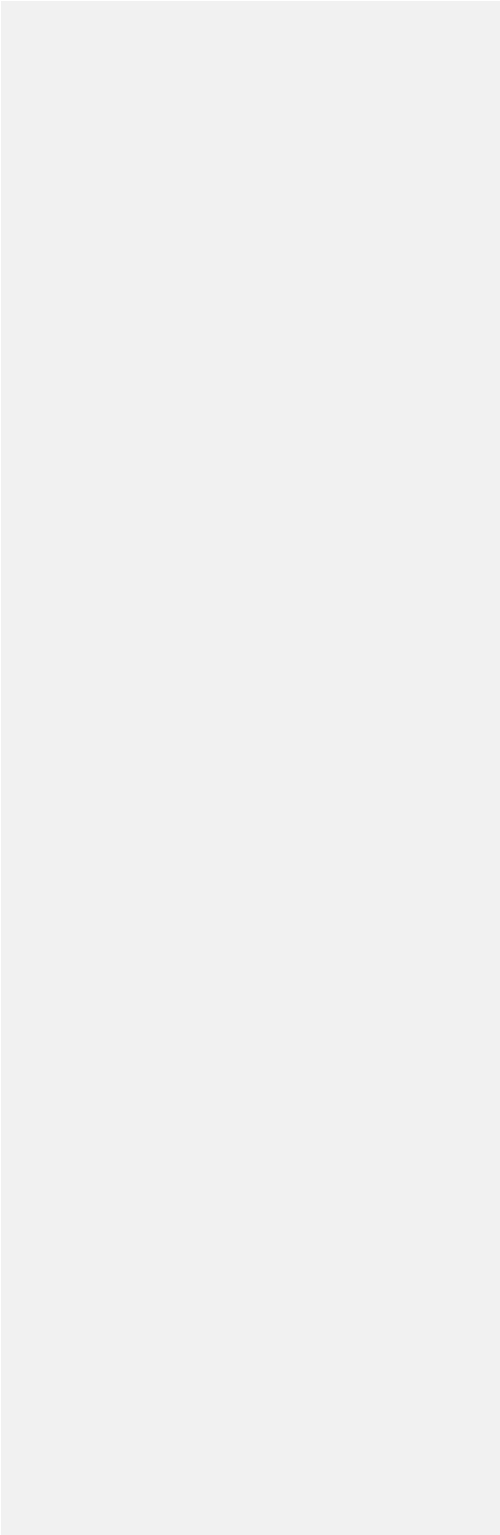
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]





Hamed v. Yusuf, et al.  
Civil No. SX-12-cv-370

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

Respectfully submitted,

**LAW OFFICES OF JOEL H. HOLT**

DATED: January \_\_\_\_\_, 2018

By: \_\_\_\_\_

Joel H. Holt  
2132 Company Street  
Christiansted, VI 00820  
Telephone: (340) 773-8709  
Facsimile: (340) 773-8677  
Email: [holtvi.plaza@gmail.com](mailto:holtvi.plaza@gmail.com)

Attorneys for Plaintiff/Counterclaim Defendant

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: January \_\_\_\_\_, 2018

By: \_\_\_\_\_

Gregory H. Hodges (V.I. Bar No. 174)  
Dudley, Topper and Feuerzeig, LLP

Hamed v. Yusuf, et al.  
Civil No. SX-12-cv-370  
Page 6

1000 Frederiksberg Gade  
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Facsimile: (340) 715-4400  
Email: [ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)

Attorneys for Defendants/Counterclaimants

The foregoing Joint Discovery and Scheduling Plan is **APPROVED** and is made the Case Management Order in this case.

Dated: January \_\_\_\_\_, 2018

---

Hon. Edgar D. Ross  
Master

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 5<sup>th</sup> day of January, 2018, I served a true and correct copy of the foregoing **Joint Discovery and Scheduling Plan**, which complies with the page and word limitations set forth in Rule 6-1(e), via e-mail addressed to:

Carl J. Hartmann, III, Esq.  
5000 Estate Coakley Bay – Unit L-6  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
E-Mail: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Mark W. Eckard, Esq.  
**ECKARD, P.C.**  
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E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
**JEFFREY B.C. MOORHEAD, P.C.**  
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1132 King Street  
Christiansted, St. Croix  
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E-Mail: [jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.com)

# Exhibit 12

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

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

Formatted: Font: (Default) Arial  
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WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.	)	
FATHI YUSUF and UNITED CORPORATION,	)	ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND
	)	PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING
Defendants/Counterclaimants,	)	
v.	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
	)	
Additional Counterclaim Defendants.	)	Consolidated With
<hr/>		
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	CIVIL NO. SX-14-CV-287
	)	
Plaintiff,	)	ACTION FOR DAMAGES AND DECLARATORY JUDGMENT
v.	)	
UNITED CORPORATION,	)	
	)	
Defendant.	)	
<hr/>		
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	CIVIL NO. SX-14-CV-278
	)	
Plaintiff,	)	ACTION FOR DEBT AND CONVERSION
v.	)	
FATHI YUSUF,	)	
	)	
Defendant.	)	

**JOINT DISCOVERY AND SCHEDULING PLAN**

**THE PARTIES** to the above-captioned civil action, in accordance with Virgin Islands Rules of Civil Procedure ~~16 and 26~~, and the instructions of the Honorable Edgar

**Ex 12**



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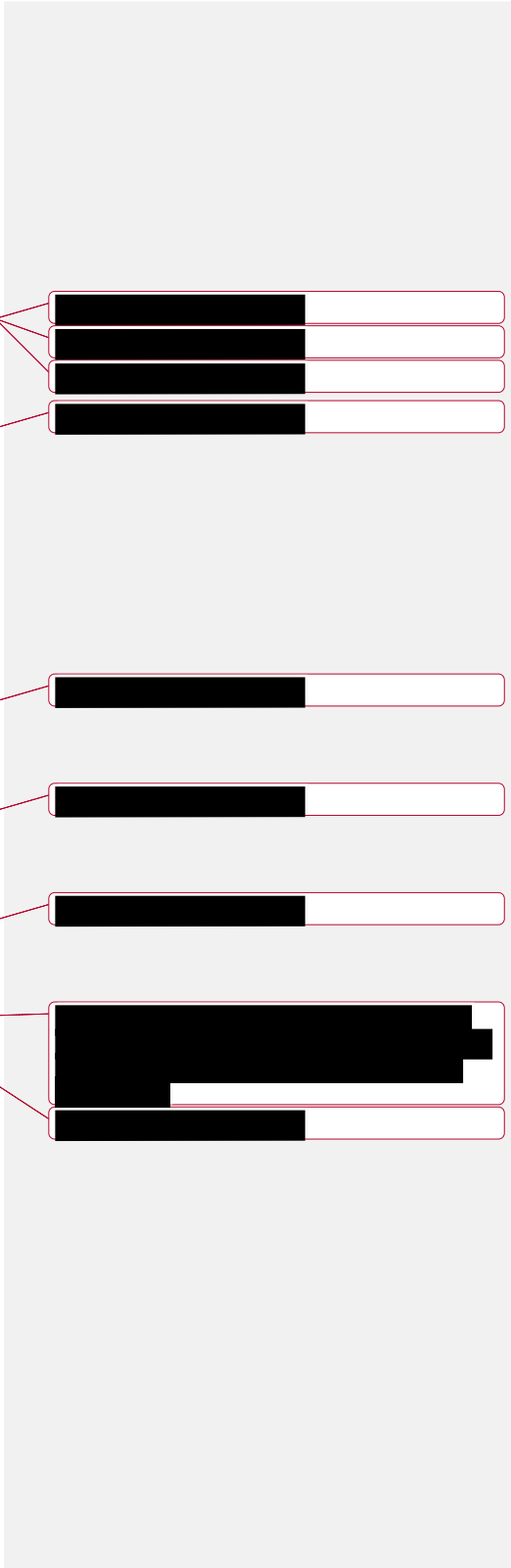
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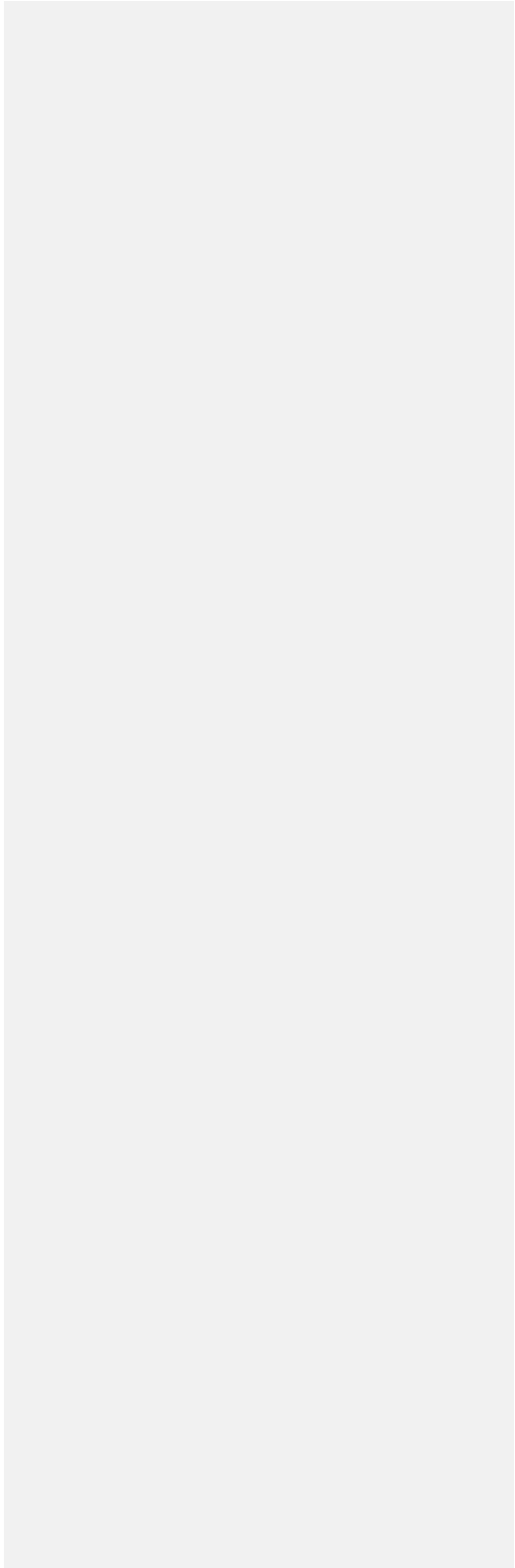
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Respectfully submitted,

**LAW OFFICES OF JOEL H. HOLT**

DATED: January \_\_\_\_\_, 2018 By: \_\_\_\_\_

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Attorneys for Plaintiff/Counterclaim Defendant

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**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: January \_\_\_\_\_, 2018 By: \_\_\_\_\_

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Attorneys for Defendants/Counterclaimants

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The foregoing Joint Discovery and Scheduling Plan is **APPROVED** and is made the Case Management Order in this case.

Dated: January \_\_\_\_\_, 2018 \_\_\_\_\_

Hon. Edgar D. Ross  
Master

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 5<sup>th</sup> day of January, 2018, I served a true and correct copy of the foregoing **Joint Discovery and Scheduling Plan**, which complies with the page and word limitations set forth in Rule 6-1(e), via e-mail addressed to:

Carl J. Hartmann, III, Esq.  
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# Exhibit 13

To

Hamed's 5/4/18 Opposition  
To Yusuf's Motion to Modify the  
Discovery Plan

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

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WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.	)	
FATHI YUSUF and UNITED CORPORATION,	)	ACTION FOR INJUNCTIVE
	)	RELIEF, DECLARATORY
Defendants/Counterclaimants,	)	JUDGMENT, AND
v.	)	PARTNERSHIP DISSOLUTION,
	)	WIND UP, AND ACCOUNTING
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
	)	
Additional Counterclaim Defendants.	)	Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	CIVIL NO. SX-14-CV-287
Plaintiff,	)	
v.	)	ACTION FOR DAMAGES AND
UNITED CORPORATION,	)	DECLARATORY JUDGMENT
	)	
Defendant.	)	
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	
	)	CIVIL NO. SX-14-CV-278
Plaintiff,	)	
v.	)	ACTION FOR DEBT AND
FATHI YUSUF,	)	CONVERSION
	)	
Defendant.	)	

**JOINT DISCOVERY AND SCHEDULING PLAN**

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**Ex 13**



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~~18~~19. All motions in limine and V.I. Rule of Evidence 104 motions shall be filed

[REDACTED]

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Respectfully submitted,

**LAW OFFICES OF JOEL H. HOLT**

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