

**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

**PLAINTIFF/COUNTERCLAIM DEFENDANT WALEED HAMED'S
RESPONSES TO FATHI YUSUF'S RESUBMISSION OF INTERROGATORIES 31-32
AND NEW INTERROGATORIES 33-34 TO HAMED**

Objection to all of the following:

Pursuant to the stipulated Discovery Plan of January 29, 2018, this discovery is limited to the Revised Claims -- as agreed to by the parties pursuant to the direction of the Special Master. All discovery must, therefore, relate to, or be calculated to lead to discoverable evidence as to one of the Claims set forth. Yusuf does not identify the claims to which inquiries relate -- and most do not relate to any of the remaining Revised Claims. (In Hamed's discovery each item is related to the specific claim.)

**HAMED RESPONSES TO FATHI YUSUF'S RESUBMISSION OF
INTERROGATORIES 31-32 AND NEW INTERROGATORIES 33-34**

ROG 31. Explain the disposition of all of the foreign property and accounts described in Exhibit 7 including what happened to these accounts, when they were closed, and their balance as of September 17, 2006 as well as the current status of those properties in Hamed's name and identify all documents relating to your explanation.

Hamed Response: Object. This request is objected to as being beyond the scope of the current accounting process, as it involves foreign assets. Subject to that objection, at some point between 2010-2012, Hamed obtained all of his account statements for the accounts he had in his name in Jordan and provided those to Fathi Yusuf. Since that time period, it is Waleed Hamed's belief that his father did not make any effort to obtain more up-to-date statements. Finally, Waleed Hamed does not know the current status of his father's Jordanian bank accounts listed below.

Arab Bank, Account No. 9020-415410-700 (JOD) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Arab Bank, Account No. 9020-415410-500 (JOD) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Arab Bank, Account No. 9020-415410-510 (USD) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Arab Bank, Account No. 9020-415410-570 (ILS) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Arab Bank, Nablus Branch, Account No. 9020-415410-710 (USD) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Cairo Aman Bank, Account No. 001 0001629 012123 833 (JOD) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Cairo Aman Bank, Account No. 001 0001629 03 2123 833 (USD) – This was Mohammad Hamed's bank account. As he is no longer living, we are unable to ask him what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Cairo Aman Bank, Account No. 02501171878 00 (USD) – This account is in Wally Hamed's name. However, this account was used in the money laundering scheme for the Plaza Extra stores that was the subject of the 2001 FBI raid and on the stores and the subsequent criminal case and conviction of United Corporation. Wally Hamed does not have these account statements, as Fathi Yusuf had them sent to himself at the Plaza Extra-Tutu store. Fathi Yusuf is in the best position to answer what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

Banque Francaise Commerciale, Account No. 40-60-63878-90 – This account is in Wally Hamed's name. However, this account was used in the money laundering scheme for the Plaza Extra stores that was the subject of the 2001 FBI raid and on the stores and the subsequent criminal case. Wally Hamed does not have these account statements, as Fathi Yusuf had them sent to his relative, Isam Yousuf, on Sint-Maarten. There is a document that was gathered by the FBI, indicating that this account was closed sometime in 2002. See, HAMD204104-HAMD204104. However, Fathi Yusuf is in the best position to answer what happened to the account, when the account was closed and the balance of the account (if any) on September 17, 2006.

Banque Francaise Commerciale, Account No. 40-60-63878-91 – This account is in Wally Hamed's name. However, this account was used in the money laundering scheme for the Plaza Extra stores that was the subject of the 2001 FBI raid and on the stores and the subsequent criminal case. Wally Hamed does not have these account statements, as Fathi Yusuf had them sent to his relative, Isam Yousuf, on Sint-Maarten. Fathi Yusuf is in the best position to answer what happened to the account, if the account was closed and the balance of the account (if any) on September 17, 2006.

ROG 32. Identify all facts and circumstances which give rise to any dispute you have with Yusuf's claims to the loss of going concern value as to the Plaza Extra West Store as identified by Yusuf in Exhibit 6, attached hereto and identify all documents relating to your explanation.

Hamed Response: This case arose over a dispute as to whether the three Plaza Extra supermarkets (two on St. Croix and one on St. Thomas) were owned by United Corporation (owned by Fathi Yusuf's family) or by a partnership consisting of Fathi Yusuf and Mohammad Hamed. After a full hearing, Judge Brady found the stores were owned by the 2-person partnership, 2013 WL 1846506, affirmed on appeal at 2013 WL 5429498. While this was just a preliminary finding sufficient to issue an injunction, it was not a final determination on the merits. Fathi Yusuf then decided to concede that there was a partnership, which he promptly moved to dissolve. His proposed dissolution plan called for the closure of all three stores, as, he stated, neither of the two stores on St. Croix (Plaza East and Plaza West) had a lease and the store on St. Thomas only had a few years left on its lease. Three of Mohammad Hamed's sons formed, KAC357, Inc., and obtained a lease from the owner of the property where Plaza West was located, Plessen Enterprises, Inc. The lease commenced only after the partnership vacated the premises. While the validity of that lease was challenged by Yusuf, it was found to be valid by Judge Brady, as well as by Judge Willocks -- in a Yusuf lawsuit filed against Plessen.

When the Plaza West store was transferred, he signed an order transferring that store "free and clear of any claims of Yusuf," quoting from Judge Brady's January 7, 2015, Wind Up Order. Thus, it has already been determined by the January Order (as incorporated into the transfer Order of the Special Master) that **Yusuf has no claim**

against Hamed associated with the transfer of the Plaza West store. In short, Yusuf's additional claim for half of its value "as a going concern" is meritless.

Second, even if such a claim survived, it would have no value, as the Plaza West store had no lease, and hence, nothing to sell, other than its inventory and equipment, which was sold with the transfer order. Notwithstanding this fact, Yusuf obtained an expert report from Integra to opine on the value of this claim. However, that valuation is contingent on one pivotal assumption that is false. At the outset of that opinion, Integra notes the definition of the "Extraordinary Assumptions" contained in the report, stating Extraordinary Assumptions and Hypothetical Conditions The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. The report then continues by listing one such assumption...."3. It is our understanding that the real estate was owned by a related entity as of the date of valuation. For the purposes of valuing the business entity separately from the value of the real estate (which was separately appraised), we have assumed that the entity operating the business leases the property from a separate entity at market rent.

However, this assumption is false, as there was never a lease for the Plaza West store, as Yusuf conceded in his pleadings in this case. In this regard, when Yusuf filed his proposed liquidation plan, he admitted to the Court that the West store could not be sold as a going concern because it had no such lease. "Thus, the Plaza Extra Stores cannot be sold as a going concern because of the absence of commercial leases for Plaza Extra - East and Plaza Extra - West and the existence of only a short term less than 5 years) remaining on the lease between United and Tutu Park Mall, Ltd. for Plaza Extra-Tutu Park. Hence, liquidation of the Plaza Extra Stores is warranted."

Thus, as there was no lease, the Integra calculation is based on an assumption that does not in fact exist. In short, once this "assumption" is removed, the Plaza West store has no "ongoing value" under Integra's valuation based on this assumption.

Also, this Yusuf claim is the subject of a pending motion to strike this claim, which has been fully briefed, which briefs and attached exhibits are all incorporated herein by reference.

ROG 33. Identify the person or persons whose handwriting is contained on Exhibits G and H, attached hereto and if it is more than one person, identify which portions of Exhibit G and H represent each person's handwriting.

Hamed Response: Waleed Hamed did not write Exhibits G and H, so he does not have direct knowledge who wrote the documents, but based on his experience with the handwriting of the Yusuf's, he believes the following were the drafters of the documents:

Exhibit G:

Page FY 004477 - Fathi Yusuf's handwriting.

Page FY 004476 - Fathi Yusuf's handwriting.

Page FY 004475 - All of this page is in Fathi Yusuf's handwriting, except for the following signatures: Waleed Hamed's signature next to the 6/9/94 entry for \$15,000, the 6/8/94 entry for \$5,000 and 7/13/94 entry for \$2,500. Mohammad Hamed's signature is next to the 5/14/94 for \$5,000.

Page FY 004474 – Fathi Yusuf's handwriting.

Page FY 004473 – Fathi Yusuf's handwriting.

Exhibit H:

Page FY 014955 – Maher Yusuf's handwriting.

ROG 34. Identify all spreadsheets, proposals and mediation assessments or statements in the Criminal Case, which reflect unreported income as to any of the parties in the Criminal Case including identification of the date each document was prepared and the name of the attorney or accountant who prepared it.

Hamed Response: Hamed objects to producing spreadsheets, proposals and mediation assessments or statements in the Criminal Case prepared by Hamed's attorneys as they are protected by the attorney work product. Subject to that objection, Hamed identifies the following documents as responsive to the request:

- Exhibit 49 to the March 6, 2017 hearing before Judge Brady in this case, HAMD641485-HAMD642240.pdf. This was prepared by Attorney Carl Hartmann with paralegal assistance shortly before the March 6, 2017 hearing.
- Overage 1996-2001 to Fathi Yusuf - US Gov Calculation prepared on September 28, 2014 by Attorney Carl Hartmann with paralegal assistance, HAMD659858-HAMD659858.pdf.

Also, please see the following:

- Draft Summary Schedules, letter transmitting document dated December 28, 2004. prepared by the FBI and US Department of Justice. Hamed does not know the specific attorney or accountant who prepared the document, HAMD629722-HAMD630014.pdf.
- Draft Summary Schedules, dated January 4, 2005 and prepared by FBI and US Department of Justice. Hamed does not know the specific attorney or accountant who prepared the document, HAMD612386-HAMD612642.pdf.

- Letter to Hank Smock from Ron Soluri, RSM McGladrey, attaching "relevant data on the St. Martin and Jordan bank accounts," dated December 16, 2004, HAMD644447-HAMD644512.pdf.

Dated: May 15, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of May, 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 WORD/PAGE COUNT

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: May, 15, 2018


 Attesting Individual

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

DISTRICT OF ST-Croix) ss.

On this, the 15th day of May, 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

NOTARY PUBLIC
JERRI FARRANTE
Commission Exp: September 3, 2019
NP-93-15