

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

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

Plaintiff/Counterclaim Defendant, )

v. )

FATHI YUSUF and UNITED CORPORATION, )

Defendants/Counterclaimants, )

v. )

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

Additional Counterclaim Defendants. )

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

Plaintiff, )

v. )

UNITED CORPORATION, )

Defendant. )

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

Plaintiff, )

v. )

FATHI YUSUF, )

Defendant. )

FATHI YUSUF and )  
UNITED CORPORATION, )

Plaintiffs, )

v. )

THE ESTATE OF MOHAMMAD HAMED, )  
Waleed Hamed as Executor of the Estate of )  
Mohammad Hamed, and )  
THE MOHAMMAD A. HAMED LIVING TRUST, )

Defendants. )

CIVIL NO. SX-12-CV-370

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

Consolidated With

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND  
DECLARATORY JUDGMENT

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND  
CONVERSION

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE  
FRAUDULENT TRANSFERS

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**RESPONSE TO HAMED'S  
INTERROGATORIES 2 THROUGH 13 OF 50 - NEW CLAIM NUMBERS:  
Y-8, H-1, H-23, H-19, H-33, H-34, H-37, H-144, H-145, H-155, H-156, H-158 & H-160**

Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Responses to Interrogatory 2 through 13 of 50 as to New Claim Numbers: Y-8, H-1, H-23, H-19, H-33, H-34, H-37, H-144, H-145, H-155, H-156, H-158 & H-160.

**GENERAL OBJECTIONS**

Defendants make the following general objections to the Interrogatories. These general objections apply to all or many of the Interrogatories, thus, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Request to Admit. The assertion of the same, similar, or additional objections in the individual responses to the Interrogatories, or the failure to assert any additional objections to a discovery request does not waive any of Defendants' objections as set forth below:

(1) Defendants object to these Interrogatories to the extent they may impose obligations different from or in addition to those required under the Virgin Islands Rules of Civil Procedure.

(2) Defendants object to these Interrogatories to the extent that they use the words "any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

(3) Defendants object to these Interrogatories to the extent they seek information which is protected by the attorney-client privilege or work-product doctrine, including

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information prepared in anticipation of litigation, or for trial, by or on behalf of Defendants or relating to mental impressions, conclusions, opinions, or legal theories of their attorneys or representatives, or any other applicable privilege or doctrine under federal or territorial statutory, constitutional or common law. Defendants' answers shall not include any information protected by such privileges or doctrine, and documents or information inadvertently produced which includes such privileged information shall not be deemed a waiver by Defendants of such privilege or doctrine.

(4) Defendants object to these Interrogatories to the extent that they seek information and documents concerning any matter that is irrelevant to the claims or defenses of any party to this action, and not reasonably calculated to lead to the discovery of admissible evidence.

(5) Defendants object to these Interrogatories to the extent that they use terms or phrases that are vague, ambiguous, or undefined. Defendants' response to such request will be based upon their understanding of the request.

(6) Defendants object to these Interrogatories to the extent they seek documents or information not in the possession, custody or control of Defendants, on the grounds that it would subject them to undue burden, oppression and expense, and impose obligations not required by the Virgin Islands Rules of Civil Procedure.

(7) Defendants have not completed either their discovery or preparation for trial of this matter. Accordingly, Defendants' responses to these Interrogatories are made without prejudice to their right to make any use of, or proffer at any hearing or at trial evidence later discovered, and are based only upon information presently available. If any additional, non-

privileged, responsive information is discovered, these Interrogatories will be supplemented to the extent that supplementation may be required by the Virgin Islands Rules of Civil Procedure.

(8) Defendants object to these Interrogatories to the extent that they are compound and not a single Request. Hence, these Interrogatories should be counted as more than a single Request such that when all of the subparts are included together with other Interrogatories they exceed the 50 Interrogatories allowed in the Joint Discovery and Scheduling Plan (“JDSP”).

### **RESPONSES TO INTERROGATORIES**

**Interrogatory 2 of 50 – New Claim Number Y-08 – Old Claim #: Y’s III.F**

#### **Water Revenue Owed United**

Describe in detail, by month, from Sept 17, 2006 to 2014, the amount of water sold to the Partnership, by whom it was sold, the number of gallons per month, the per gallon cost in each of those months, the total value of the gallons sold by month, year and total amount – and describe any ledgers, shipping invoices, receipts or other documents which support your claim as well as any witnesses who would have knowledge and what knowledge you believe they have.

#### **RESPONSE:**

Defendants first object that this Interrogatory is unclear as it requests information about water sold “to the Partnership.” United’s claim against the Partnership is that the Partnership sold United’s water from the Plaza Extra-East location. After May 5, 2004, the proceeds from the sale of United’s water were to be paid to United, not the Partnership. Nonetheless, in an effort to respond to what appears to be questions relating to the support and calculations for water sales due to United from the Partnership, Defendants submit that the calculations set forth Yusuf’s Amended Accounting Claims Limited to Transactions Occurring On or After September 17, 2006 (“Yusuf’s Claims”) were based upon two years of sales in 1997 (\$52,000) and 1998 (\$75,000) for an average of \$5,291.66 per month. As Waleed Hamed was in charge of the Plaza

Extra-East location where the sales took place, Yusuf will be seeking additional information from him as part of the written discovery propounded on him. The number listed in the claims was the average monthly sales multiplied by 131 months demonstrating that United is owed \$693,207.46 from the Partnership for the water sales revenue from April 1, 2004 through February 28, 2015. Yusuf submits that discovery is on-going and that he will supplement this response as and when appropriate.

**Interrogatory 3 of 50 – New Claim Number H-001-- Old Claim #: 201**

**Reimbursement for sale of the Dorthea condo**

Describe what was sold and to whom, as well as each payment received for the sale of that stock -- with particularity. For each such payment, this will include but not be limited to payor, receiving party, amount, where deposited, present location of funds and what amount, if any, of this was given to any member of the Hamed family. Identify any documents which support or relate to your response, and any witnesses who would have knowledge and what knowledge you believe they have.

**RESPONSE:**

Defendants object to this Interrogatory as it is vague, ambiguous and involves a transaction occurring prior to the Accounting Order limiting claims between the Partners to those prior to September 17, 2006.

**Interrogatory 4 of 50 – New Claim Number H-023-- Old Claim #: 299**

**2015 Workers' Compensation payment for Plaza East**

For each of claims H-23, H-24, H-25, H-28 and H-29 individually, explain why Hamed or the Partnership is liable for such payments for goods/services provided *after the stores were transferred to the individual partners*. Identify any documents which support or relate to your response, and any witnesses who would have knowledge and what knowledge you believe they have.

**RESPONSE:**

Defendants object to this Interrogatory because it is compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions. Each one of the claims H-23, H-24, H-25, H-28 and H-29 relate to a separate transaction and cannot be combined into a single interrogatory so as to circumvent the limitation on the number of interrogatories allowed.

Defendants further object on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries

as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at or near the time that the transactions took place. Reorienting now as to transactions from years ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to revisit these issues, Hamed should bear the cost.

Despite the objection, John Gaffney undertook the time to research the issues addressed in this interrogatory, incurring numerous hours of time to do so and has provided the following explanations:

a. 2015 Worker's Compensation Payment for Plaza Extra East: This was addressed in detail at the time that it was incurred so as to get everyone's (Hamed and Yusuf) approval of the Worker's Comp apportionment for the wages paid through March 8, 2015 (the date of the split). In fact, Worker's Comp became a priority item right after the store split that required a Hamed signature on the check. Getting signatures was difficult and Gaffney had to void the first payment and prepared special schedules to the satisfaction of the Hameds before obtaining their signature for payment. The detail was also provided for this item either directly as part of the bi-monthly reporting obligation or indirectly in response to questions following the submission of the bi-monthly report. Typically, Gaffney provided the detail directly to Attorney Holt followed by a verbal explanation until all of Attorney Holt's questions were answered. Gaffney believes that he may have also discussed it with the accountants for Hamed in the period shortly after the split.

Old Claim#: 299 was previously answered by John Gaffney. Also see the detailed computation of the reimbursement from the partnership in the amount of \$9,558.60 which was reviewed and approved by the Master. This information was also included in the financial data accompanying the Liquidating Partner's bi-monthly in June 2015. This computation was based upon actual wages (not estimated), therefore, there is no argument as to its accuracy.



To eliminate any doubt as to who paid the Workers' Comp premium in 2015, Defendants will produce a copy of the validated report and payment on March 30, 2015 from the new account of Plaza East. *See* Bates No. FY015041-44.

b. As to H-28: Since the STT Lease was in the name of United Corporation, it was understood that the communication from the Landlord would be directed to United. After spending time reviewing the documents, which allegedly support H-28, Gaffney was unable to find any support for the any claim that KAC357, Inc. paid \$38,484.35 for 2015. All of the items reflect information from 2014 and earlier years. The summary schedule provided by Hamed appears to cross reference the \$38,484.35 to Exhibit 329-a, but that does not appear to be the same exhibit assigned to the allocation for 2015 – meaning there appears to be no support for the contention that \$38,484.35 was paid by KAC357, Inc.

c. As to H-24: This item was paid by the partnership for 2015. The first attempt to pay was made in February, 2015 at Plaza West. Hisham Hamed refused to co-sign payments for both East and West. Ultimately Court intervention required the parties to sign off on “business as usual” expenditures. *See* Bates No. FY015034-40.

As significant time was incurred in the pursuit of these items and the supporting documentation, Defendants reiterate their objection that as to partnership accounting questions of John Gaffney, Hamed should bear the responsibility for the costs of Gaffney's time, particularly as much of the information requested has been previously provided and explained.

**Interrogatory 5 of 50 – New Claim Number H-019-- Old Claim #: 278**

**KAC357, Inc. payment of Partnership WAPA invoices.**

Please explain why KAC357, Inc. was not reimbursed for this Partnership expense. If it was not a Partnership expense why not, and, if it was reimbursed, please identify where the reimbursement is reflected on the general ledger and describe the documents, including the dates that evidenced this payment. Identify any documents which support or relate to your response, and any witnesses who would have knowledge and what knowledge you believe they have.

See Exhibit 278, Exhibits to JVZ Engagement Report, September 28, 2016, bates numbers JVZ-001243-JVZ-001248.

**RESPONSE:**

Defendants object to this interrogatory since KAC357, Inc. is not a party to this case and its "claims" are not part of the accounting claims referred to the Master for his report and recommendation.

Defendants further object on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at

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**Interrogatory 6 of 50 – New Claim Number H-033-- Old Claim #: 338**

**Merrill Lynch accounts that still existed in 2012 (ML 140-21722, ML 140-07884, and ML 140-07951) financed with Partnership funds.**

Describe in detail the purposes and use of Merrill Lynch accounts from 9/17/2006 through the present: ML 140-21722, ML 140-07884 and ML 140-07951. If any of these Merrill Lynch accounts have been closed, please identify the date the account was closed, who closed it, the amount remaining in the account at the time it was closed and who the money was given to at the time of closing. Identify any documents which support or relate to your response, and any witnesses who would have knowledge and what knowledge you believe they have.

**RESPONSE:**

Defendants object to this Interrogatory as these accounts are not Defendants' or the Partnership's accounts and thus, "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii). ML140-21722 is in the name of Fathieh Yousef, who is Yusuf's niece. ML-140-07884 and ML-140-07951 are accounts in the name of Hamdan Diamond. Hamed seeks information regarding the purposes, uses and closure of these account from September 17, 2006 to the present, he should be required to obtain that information from the account holders.

**Interrogatory 7 of 50 – New Claim Number H-034-- Old Claim #: 340**

**Rents collected from Triumphant church**

Please explain how, when and why rents from the church were collected by a Yusuf family member, and where those funds went. Describe all documents, including but not limited to, general ledger entries and cancelled checks, substantiating a credit back to the Partnership for the rents collected by Negeh Yusuf from the Triumphant church as documented in Exhibit 340, Exhibits to JVZ Engagement Report, September 28, 2016, bates numbers JVZ-001369-JVZ-001382.

**RESPONSE:**

Yusuf has filed a Motion to Strike Hamed's Amended Claim Nos. H-41 through H-141 and Additional "Maybe" Claims ("Motion to Strike") seeking to strike Hamed Claim 34, which is the subject of this interrogatory. Yusuf incorporates by reference his Motion to Strike as if fully set forth herein verbatim and submits that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

**Interrogatory 8 of 50 – New Claim Number H-037-- Old Claim #: 353**

**Due to/from Fathi Yusuf**

Please provide a detailed explanation for each entry on Exhibit 353-a, including, but not limited to, the business purpose for each transaction, what each entry represents, who received what payouts from this entry and the amounts, where each entry is recorded on the general ledger (both current and historical, if applicable), and a description of the documents that support your response. Make sure your response includes the following general ledger entries:

- West, 9130115, JE30-03, GENJ, CLEAR MISC YUSUF/PSHIP DUE TO /FR ACCOUNTS, \$120,167.33
- STT, 9/30/15, JE30-01, GENJ, CLEAR YUSUF/PSHIP MISC DUE TO /FR ACCOUNTS ON 9130, \$186,819.33
- West, 9/30/15, JE03-30, GENJ, CLEAR MISC YUSUF/PSHIP DUE TO/FR ACCOUNTS, \$900,000

(See Exhibits 353-a, Exhibits to JVZ Engagement Report, September 28, 2016, bates number JVZ-001543.)

**RESPONSE:**

Defendants object to this Interrogatory because it is compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions. Each one of the questions relate to a separate transaction and cannot be combined into a single interrogatory so as to circumvent the limitation on the number of interrogatories allowed.

Defendants further object on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John

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**Interrogatory 9 of 50 – New Claim Number H-144-- Old Claim #: 492**

**\$900,000 Estimated tax payment for United Corporation Shareholders in April 2013**

Please provide a detailed explanation for the April 2013 \$900,000 estimated tax payment for United Corporation shareholders, including, but not limited to, the business reason for the payout, the names of the individuals whose taxes were being paid and the amount paid for each individual, a description of why the Partnership should pay United Corporation shareholders' taxes, an entity wholly separate from the Partnership, and a description of all documents related to this entry. If the Hameds received an equal payout, please describe the general ledger entry substantiating that payout and describe all of the documents evidencing that payout (cancelled checks, for example). If they did not, explain why.

**RESPONSE:**

Defendants object to this Interrogatory because it is compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and terms of the JDSP limiting the number of interrogatory questions.

Defendants further object on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries



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**Interrogatory 10 of 50 – New Claim Number H-145-- Old Claim #: 3003**

**WAPA deposits paid with Partnership funds**

Explain the allocation of the returned WAPA deposit and interest, including, but not limited to, why the return of Partnership funds was allocated to the United Corporation, limited to, why the distribution to United was called a capital distribution, a description of all documents, testimony or affidavits showing that United funds were used for the initial deposit, why the WAPA deposit and interest for PE-West was allocated to Plessen, even though the funds are Partnership funds and how much of the PE-Tutu deposit and interest was allocated to expenses that occurred after May 1, 2015, a description of exactly where deposit and interest ended up for each of the three stores and a detailed description of all the documents that support your answer.

**RESPONSE:**

Defendants object to this Interrogatory because it is vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Defendants further object on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at

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**Interrogatory 11 of 50 – New Claim Number H-155-- Old Claim #: 359/362**

**Employee Loans**

Please describe each loan in detail, including the date the loan was paid back, where that is reflected on the general ledger, what the \$26,170.57 represents and how that amount was allocated between the Partners (including a description of where the \$26,170.57 allocated between the Partners is located on the general ledger), provide a description of any documents related to the employee loans listed and the employee loans due to poor accounting, and why the loans were reflected as payables and not receivables:

- West, 7/17/13, 20130717, PJ, ABDELKRIM BOUNCENNA – EMPLOYEE LOAN, \$2,000
- West, 10/18/13, 20131018 – LOAN, PJ Lissette Lima, \$4,000/West, 10/18/13, 6645, CDJ LISSETTE LIMA – Invoice, 20131018-LOAN \$4,000.00
- West, 9/30/15, XJE30-05, GENJ, W/O EMP LOANS DUE TO POOR ACTG & EMP XFERS AFTER SPLIT, \$26,170.57.

**RESPONSE:**

Defendants object to this Interrogatory because it is vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and terms of the JDSP limiting the number of interrogatory questions. Each one of the questions relate to a separate transaction and cannot be combined into a single interrogatory so as to circumvent the limitation on the number of interrogatories allowed.

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**Interrogatory 12 of 50 – New Claim Number H-156-- Old Claim #: 372/379**

**Unclear General Ledger entries regarding miscellaneous adjustments to employee loans**

For the following transactions, please explain what “misc adj’s to empl Ins per analysis” means, what “restore emp loan to GL per analysis” means, what analysis was conducted for each transaction, describe in detail when, how and why each transaction was made, who approved it and describe all documents related to these three transactions:

- West, 7/31/13, XJE31-2, GENJ, RECORD MISC ADJ’S TO EMP LNS PER ANALYSIS, \$48,968.00
- West 2/28/13, JE32-02, GENJ, Restore Emp Loans to GL per Analysis, \$36,975.26
- West 2128113, JE32-02, GENJ, Restore Emp Loans to GL per Analysis, \$36,961.40

**RESPONSE:**

Defendants object to this Interrogatory because it is vague, ambiguous and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and terms of the JDSP limiting the number of interrogatory questions. Each one of the questions relate to a separate transaction and cannot be combined into a single interrogatory so as to circumvent the limitation on the number of interrogatories allowed.

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**Interrogatory 13 of 50 – New Claim Number H-158 -- Old Claim #: 403/413**

**Unclear general ledger entries for By Order**

For the entry listed below, please describe who By-Order is, what this entry is for, detail all transactions that went into this amount and provide a description of all documentation supporting this entry, including but not limited to, cancelled checks, bank statements, credit card statements and invoices:

-West, 9/30/15, JE31, GENJ, ADJ BY ORDER 2015 FULL SETTLE BY SHOP CRT AS DIV, \$260,490.72

**RESPONSE:**

Defendants object to this Interrogatory because it is vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions. Each one of the questions relate to a separate transaction and cannot be combined into a single interrogatory so as to circumvent the limitation on the number of interrogatories allowed.

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undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at or near the time that the transactions took place. Reorienting now as to transactions from years ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to revisit these issues, Hamed should bear the cost.

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

**DATED:** May 15<sup>th</sup>, 2018

By:   
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**CERTIFICATE OF SERVICE**

It is hereby certified that on this 5<sup>th</sup> day of May, 2018, I caused the foregoing a true and exact copy of the foregoing **RESPONSE TO HAMED'S INTERROGATORY 2-13 OF 50 AS TO CLAIM H-143** to be served upon the following via Case Anywhere docketing system:

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