

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. )

CIVIL NO. SX-12-CV-370

ACTION FOR INJUNCTIVE  
RELIEF, DECLARATORY  
JUDGMENT, AND  
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, )

Plaintiff, )

v. )

UNITED CORPORATION, )

Defendant. )

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND  
DECLARATORY JUDGMENT

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

Plaintiff, )

v. )

FATHI YUSUF, )

Defendant. )

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND  
CONVERSION

FATHI YUSUF and )  
UNITED CORPORATION, )

Plaintiffs, )

v. )

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE  
FRAUDULENT TRANSFERS

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

Defendants. )

DUDLEY, TOPPER  
AND FEUERZEIG, LLP

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

**RESPONSE TO HAMED'S THIRD REQUEST TO  
ADMIT PURSUANT TO THE CLAIMS DISCOVERY  
PLAN OF 1/29/2018, NOS. 7-29 OF 50**

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 Hamed's Third Request to Admit Pursuant to the Claims Discovery Plan of 1/29/2018, Nos. 7-29 of 50 as to:

**GENERAL OBJECTIONS**

Defendants make the following general objections to the Requests to Admit. These general objections apply to all or many of the Requests to Admit, 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 Requests to Admit, 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 Requests to Admit 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 Requests to Admit 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 Requests to Admit to the extent they seek information which is protected by the attorney-client privilege or work-product doctrine, including 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 Requests to Admit 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 Requests to Admit 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 Requests to Admit 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 Requests to Admit 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 Requests to Admit will be supplemented to the extent that supplementation may be required by the Virgin Islands Rules of Civil Procedure.

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

### **RESPONSES TO REQUESTS TO ADMIT**

#### **Request to Admit 7 of 50:**

Admit or Deny that when Hamed sued Yusuf, on or about September 17, 2012, “to establish Hamed’s rights under his partnership” and “*enjoining the defendants from interfering with Hamed’s partnership rights*, including enjoining Yusuf from interfering with the operations of the three Plaza Extra supermarkets” that any prior or then existing voluntary consent by Hamed-- for Fathi Yusuf to *unilaterally* act for the Partnership or for the benefit of United Corporation using Partnership funds – ended.

#### **Response:**

Denied.

**Request to Admit 8 of 50:**

Request to admit number 8 of 50 relates to Claim Y-3 - as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Interest on Bay 1 Rent Already Awarded by the Court on 4/27/2015."

Admit or Deny that there was no written agreement between Hamed and Yusuf effective after September 17, 2012, (the date that Hamed sued Yusuf) that the Partnership would pay interest on Bay 1.

**Response:**

Admitted.

**Request to Admit 9 of 50:**

Request to admit number 9 of 50 relates to Claim Y-4 – as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Interest on Bays 5 & 8."

Admit or Deny that there was no written agreement between Hamed and Yusuf after the date that Hamed sued Yusuf in 2012 that the Partnership would pay rent on Bays 5 & 8.

**Response:**

Admitted.

**Request to Admit 10 of 50:**

Request to admit number 10 of 50 as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master relates to Claim Y-5 as "Reimburse United for Gross Receipt Taxes," Claim H-150- (old Claim No. 3002a) "United Shopping Center's gross receipt taxes," H-152 (old Claim No. 3008a) "United's corporate franchise tax and annual franchise fees," H-153 (old Claim No. 3009a) "Partnership funds used to pay United Shopping Center's

property insurance” and H-160 (old Claim No. Exhibit A-H) “United Shopping Center’s gross receipt taxes.”

With regard to Yusuf Claim Y-5 and Hamed Claims H-150, H-152, H-153 and H-160, Admit or Deny that there was no written agreement effective after September 17, 2012, between Hamed and Yusuf (*i.e.* after the dated that Hamed sued Yusuf in 2012 for breach of the Partnership) that the Partnership would continue to pay United’s separate gross receipt taxes, franchise taxes, annual franchise taxes, annual franchise fees and property insurance.

**Response:**

Admitted.

**Request to Admit 11 of 50:**

Request to admit number 11 of 50 relates to Claim H-15 (old Claim No. 242) as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Nejeh Yusuf’s cash withdrawal from safe.”

Admit or Deny that the Partnership’s management and accountant did not keep adequate records to allow the Partnership to now calculate and state the dates and amounts of Nejeh Yusuf’s cash withdrawals from the large safe in the cash room of the Plaza Extra STT supermarket.

**Response:**

Denied.

**Request to Admit 12 of 50:**

Request to admit number 12 of 50 relates to Claim H-16 (old Claim No. 253) as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Nejeh Yusuf’s use of Partnership resources for his Private Business on STT.”

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state what Partnership resources (and the value of the Partnership resources) such as a compressor, shipping containers, personnel and trucks that NejeH Yusuf used for his personal businesses.

**Response:**

Denied.

**Request to Admit 13 of 50:**

Request to admit number 13 of 50 relates to Claim H-22 (old Claim No. 290) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "NejeH Yusuf removed property belonging to KAC 357, Inc.

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state what property (and the value of the property) NejeH Yusuf removed after the sale of the St. Thomas Plaza Extra store to KAC 357 Inc. without paying for.

**Response:**

Denied.

**Request to Admit 14 of 50:**

Request to admit number 14 of 50 relates to Claim H-26 (old Claim No. 316) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Inventory moved from Plaza West to East after official inventory."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state what inventory (and the value of that

inventory) was moved from Plaza West to Plaza East shortly before the stores were transferred on March 9, 2015.

**Response:**

Denied.

**Request to Admit 15 of 50:**

Request to admit number 15 of 50 relates to Claim H-27 (old Claim No. 319) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "BJ's wholesale Club vendor credit."

Admit or Deny that the BJ Wholesale Club vendor credit of \$5,632.57 applied to Mike Yusuf's personal credit card was not returned to the Partnership.

**Response:**

Yusuf objects to this Request on the grounds set forth in his 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 27. As grounds for objecting to this Request, 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.

**Request to Admit 16 of 50:**

Request to admit number 16 of 50 relates to Claim H-30 (old Claim No. 333) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "KAC357, Inc. payment of Partnership AT&T invoices."



Admit or Deny that the Partnership did not reimburse KAC357, Inc. for two AT&T invoices in the name of Plaza Extra Supermarket, totaling \$755.76 it paid, as reflected in Exhibits 333-a and 333-b, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

**Response:**

Yusuf objects to this Request on the grounds that KAC357, Inc. is not a party in this consolidated action and its "claims" are not relevant to the matters referred to the Master for his report and recommendation.

Without waiving that objection, after making reasonable inquiry into this request, the information Yusuf knows or can readily obtain is insufficient to enable him to admit or deny this request.

Yusuf further objects on the grounds that the information needed to respond cannot be readily obtained from John Gaffney, the former Partnership accountant, without paying him to revisit his accounting efforts and records undertaken as the Partnership accountant. 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 the Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary pulling him away from his employment from 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 transaction 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.

**Request to Admit 17 of 50:**

Request to admit number 17 of 50 relates to Claim H-31 (old Claim No. 334) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Point of Sale transaction (purchases on account)."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now state the detailed basis of point of sale transactions made by the Yusufs in each of the Plaza Extra supermarkets and then voided on the electronic journal, resulting in the Partnership, not the Yusufs, paying for the goods.

**Response:**

Yusuf objects to this Request to Admit because it is unclear what transactions are covered by this Request. Yusuf denies same pending clarification by Hamed.

Yusuf further objects on the grounds set forth in his Motion to Strike seeking to strike Hamed Claim 31. 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.

**Request to Admit 18 of 50:**

Request to admit number 18 of 50 relates to Claim H-32 (old Claim No. 335) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "No credit for expired (spoiled) inventory discovered at Plaza Extra West."

Admit or deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state the amount and value of spoiled and expired

inventory the Hameds discovered after the final inventory was complete and the transfer of the Plaza Extra West store had occurred.

**Response:**

Yusuf objects to this Request to Admit because it is unclear what "spoiled and expired inventory the Hameds discovered." Yusuf denies same pending clarification.

**Request to Admit 19 of 50:**

Request to admit number 19 of 50 relates to Claim H-35 (old Claim No. 343) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "KAC357, Inc.'s American Express payment deposited to Partnership account."

Admit or Deny that the Partnership did not reimburse KAC357, Inc. for American Express payments belonging to KAC357, Inc. but instead, deposited into the Partnership Banco Popular account, as reflected in Exhibits 343, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

**Response:**

Yusuf objects to this Request on the grounds that KAC357, Inc. is not a party in this consolidated action and its "claims" are not relevant to the matters referred to the Master for his report and recommendation.

Without waiving that objection, after making reasonable inquiry into this request, the information Yusuf knows or can readily obtain is insufficient to enable him to admit or deny this request.

Yusuf further objects on the grounds that the information needed to respond cannot be readily obtained from John Gaffney, the former Partnership accountant, without paying him to revisit his accounting efforts and records undertaken as the Partnership accountant. 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 the Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary pulling him away from his employment from 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 transaction 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.

**Request to Admit 20 of 50:**

Request to admit number 20 of 50 relates to Claim H-39 (old Claim No. 358) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "STT Tutu gift certificate."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now determine whether 143 of the gift certificates that were purchased prior to the sale and separation and were redeemed at Plaza Extra-STT after the split were reimbursed to KAC357, Inc., as reflected in Exhibits 358, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

**Response:**

Yusuf objects to this Request on the grounds that KAC357, Inc. is not a party in this consolidated action and its "claims" are not relevant to the matters referred to the Master for his report and recommendation.

Yusuf further objects on the grounds set forth in his Motion to Strike seeking to strike Hamed Claim 39. 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.

**Request to Admit 21 of 50:**

Request to admit number 21 of 50 relates to Claim H-40 (old Claim No. 360) as described in Hamed's November 16, 2017 Motion for Hearing Before Special Master as "Approximately \$18 in "purged" (*i.e.*, missing) transactions in 2013."

Admit or deny that not **all** of the original 2013 bookkeeping transactions that were in the computer accounting system are in the Sage 50 2013 transaction provided to Hamed.

**Response:**

Denied.

**Request to Admit 22 of 50:**

Requesting to admit number 22 of 50 relates to Claim H-142 (old Claim No. 490) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Half acre in Estate Tutu."

Admit or deny that the Partnership (or Hamed and Yusuf) did provide the funds for the purchase of this land referenced Claim H-142, "Half acre in Estate Tutu," by using income from the Plaza Extra stores.

**Response:**

Yusuf objects to this Request because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the partnership accounting to only those transactions that occurred on

or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Yusuf has no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Yusuf's Motion to Strike Hamed's Amended Claim Nos. 142 and 143 seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order.

**Request to Admit 23 of 50:**

Request to admit number 23 of 50 relates to Claim H-146 (old Claim No. 3007) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Imbalance in credit card points."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state with specificity what credit card points were earned by paying for purchases/expenses incurred on behalf of the Partnership on the personal credit cards of the Hameds and Yusufs, and thus, whether these points were split evenly between Partners.

**Response:**

Denied.

**Request to Admit 24 of 50:**

Request to admit number 24 of 50 relates to Claim H-147 (old Claim No. 3010) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Vendor rebates."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state with specificity what were earned by vendor rebates -- paying for purchases/expenses incurred on behalf of the Partnership on the personal credit cards of the Hameds and Yusufs, and thus, whether these vendor rebates were split evenly between the Partners.

**Response:**

Yusuf objects to this Request on the grounds that it is vague and ambiguous and as set forth in his Motion to Strike, which seeks to strike Hamed Claim 147. 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.

**Request to Admit 25 of 50:**

Request to admit number 25 of 50 relates to Claim H-148 (old Claim No. 3011) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Excessive travel and entertainment expenses."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state exactly to where and for what business purpose the travel and entertainment charges appearing in the books of the Partnership were made.

**Response:**

Yusuf objects to this Request on the grounds that it is vague and ambiguous.

Yusuf further objects on the grounds that the information needed to respond cannot be readily obtained from John Gaffney, the former Partnership accountant, without paying him to

revisit his accounting efforts and records undertaken as the Partnership accountant. 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 the Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary pulling him away from his employment from 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 transaction 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.

Without waiving these objections, after making reasonable inquiry into this request, the information Yusuf knows or can readily obtain is insufficient to enable him to admit or deny this request.

**Request to Admit 26 of 50:**

Request to admit number 26 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or Deny that Yusuf initially denied the Partnership existed, but later explicitly admitted it did exist and requested that the Partnership dissolved.



**Response:**

Yusuf objects to this Request as vague and ambiguous to the extent it does not define "Partnership." Without waiving this objection, it is admitted that at the outset of this consolidated action, Yusuf denied the existence of a true partnership with Hamed. Later in this case, Yusuf admits that he conceded the existence of a partnership and sought its dissolution

**Request to Admit 27 of 50:**

Request to admit number 27 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or Deny that at the time in 2012 when Yusuf unilaterally removed \$2.7 million from a bank account to which Hamed had access, there was a Partnership between Hamed and Yusuf as to the funds in that account and that Yusuf asserted that there was no such Partnership.

**Response:**

Admitted that in an Order dated November 7, 2014, the Court declared there was a partnership between Hamed and Yusuf beginning in 1986. Denied that Mohammad Hamed had "access" to the bank account upon which the \$2.7 million was drawn at that time in 2012. It is further admitted that at the time of the \$2.7 million withdrawal, Yusuf maintained that Hamed was entitled to half of the net profits from the grocery store operations of the Plaza Extra stores but that Yusuf did not characterize that arrangement as a partnership.

**Request to Admit 28 of 50:**

Request to admit number 28 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or Deny that Yusuf did cut off Hamed's access and control as to some of the Partnership bank accounts at some point within the period from January 2013 to March 2013.

**Response:**

Yusuf objects to this request on the grounds that it is vague and ambiguous. It is unclear which accounts are included in the reference to "some of the Partnership bank accounts." Furthermore, it is denied that Mohammed Hamed ever had "access and control" of any bank accounts used for the grocery store operations from January 2013 to March 2013 such that Yusuf would be able to "cut off Hamed's access and control" to such accounts.

**Request to Admit 29 of 50:**

Request to admit number 29 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or deny that Yusuf did make unilateral decisions to spend Partnership funds during the period from January to March 2013 and did spend those funds in a manner that Hamed or Hamed's counsel disagreed with in writing.

**Response:**

Yusuf objects to this request as vague and ambiguous since it does not identify any unilateral spending decisions made by Yusuf between January and March, 2013 with which Mohammad Hamed or his counsel disagreed in writing.

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

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

By:



**CHARLOTTE K. PERRELL**

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: [cperrell@dtflaw.com](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United  
Corporation*

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade  
P.O. Box 756

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

(340) 774-4422

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 15<sup>th</sup> day of May 2018, I caused the foregoing a true and exact copy of the foregoing **RESPONSE TO HAMED'S THIRD REQUEST TO ADMIT PURSUANT TO THE CLAIMS DISCOVERY PLAN OF 1/29/2018 NOS. 7-29 OF 50** to be served upon the following via Case Anywhere docketing system:

Joel H. Holt, Esq.  
**LAW OFFICES OF JOEL H. HOLT**  
2132 Company Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820

Email: [joelholtpc@gmail.com](mailto:joelholtpc@gmail.com)

Mark W. Eckard, Esq.  
**HAMM & ECKARD, LLP**  
5030 Anchor Way – Suite 13  
Christiansted, St. Croix  
U.S. Virgin Islands 00820-4692


E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Carl Hartmann, III, Esq.  
5000 Estate Coakley Bay, #L-6  
Christiansted, St. Croix  
U.S. Virgin Islands 00820

Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Jeffrey B.C. Moorhead, Esq.  
C.R.T. Building  
1132 King Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820

E-Mail: [jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.com)



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