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ADMITTED: USVI, NM & DC

June 7, 2018

Charlotte Perrell, Esq.
DTF
Law House
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By Email Only

RE: Request for Rule 37 Conference re Interrogatory 2 of 50 - Water

Dear Attorney Perrell

I write regarding the Yusuf/United 'claims discovery responses' served on May 15, 2018. It is Hamed's intention to file a motion to the Special Master regarding Interrogatory 2 of 50. Pursuant to Rule 37.1, we request that you provide a time and date when you are available to discuss the bases of the proposed motion, and seek amendment to the Yusuf response.

It is our hope that you will bypass this process and simply amend your "we will supplement response" with the same stipulation we entered into for the "half container". You amend to state that you have no information or documents responsive to the interrogatory that have not been supplied to date, and we agree that you can supplement any time up to our motion. Identical. The water being discussed is the water that you described thusly: "After May 5, 2004, the proceeds from the sale of United's water were to be paid to United, not the Partnership."

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
RESPONSES TO INTERROGATORIES Response To Hamed's Request For Interrogatories 2 through 13 of 50 Waleed Hamed et al vs. Fathi Yitsuf et al. Page 4 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 Request For Interrogatories 2 through 13 of 50 Waleed Hamed et al vs. Fathi Yusuf et al. Page 5 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.

If you do not wish to so amend, please give us a time and date.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl J. Hartmann", with a long horizontal flourish extending to the right.

Carl J. Hartmann