

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.,)
)
Additional Counterclaim Defendants.) 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
)
Defendant.)
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,)
)
Defendant.)
FATHI YUSUF and)
UNITED CORPORATION,)
)
Plaintiffs,) CIVIL NO. ST-17-CV-384
)
v.) 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

**REPLY TO HAMED’S OBJECTION TO THE YUSUF/UNITED MOTION FOR
LETTER ROGATORY**

Defendants/counterclaimants Fathi Yusuf (“Yusuf”) and United Corporation (“United”) (collectively, the “Defendants”), through their undersigned counsel, respectfully submit this Reply to “Hamed’s Objection to the Yusuf/United Motion for Letter Rogatory” filed on June 18, 2018 (the “Objection”). Although Hamed claims in the first sentence of the Objection that he is endeavoring “[t]o avoid any unnecessary delays in the claims discovery process,” the background to Defendants’ Motion For Letter Rogatory filed on June 18, 2018 (the “Motion”) shows that claim to be incorrect. It is respectfully submitted that the Master should summarily overrule the Objection and grant the Motion so that discovery can proceed in accordance with the Joint Discovery and Scheduling Plan approved by the Master on January 29, 2018 (the “Plan”), which establishes a fact discovery deadline of August 31, 2018.

Procedural Background

Hamed feigns ignorance regarding which of his claims are the subject of the discovery sought in the Motion. *See* Objection at p. 2 (“Despite Hamed’s repeated¹ requests, Yusuf again fails to describe which claims the discovery requested here applies to.”) (emphasis in original). As Hamed is well aware, he has three pending claims totalling \$9,050,814.32 involving accounting and attorneys’ fees paid by the Hameds or the Partnership (Hamed Claim No. H-17 in the amount of \$332,900.42; Hamed Claim No. H-154 in the amount of \$989,626.90; and Hamed Claim No. H-161 in the amount of \$7,728,287.00). Hamed also has a vague and completely unsupported claim (Hamed Claim No. H-163) for “loss of assets due to wrongful dissolution – attorneys’ fees.” To date, Hamed has provided little or no information that would make the claims intelligible, much less meet his burden of proving them.

¹ Hamed fails to identify any previous request.

On May 31, 2018, Defendants filed a Notice of Intent to Serve Subpoenas on six professionals who provided legal and accounting services in the criminal case entitled *USA v. United Corporation, et al.*, Criminal Case No. 1:05-cr-00015-RLF-GWB (the “Criminal Case”). These professionals include MRW Consulting Group, LLP (“MRW”), a Florida forensic accounting consultant, which is the subject of the Motion. A copy of Defendants’ Notice of Intent to Serve Subpoenas is attached as **Exhibit 1** for the Master’s ready reference.

On June 4, 2018, Hamed filed his “Notice Of ‘No Privilege’ Assertion Regarding the Yusuf Deposition Notices/Subpoenae to Criminal Counsel As to ‘Joint Defense Agreement’ Fees” (the “Notice of No Privilege”), a copy of which is attached as **Exhibit 2**. Although the Notice of No Privilege was ostensibly filed to “to reduce motions, clarify matters and make the discovery easier on the Court and counsel,” *see* Notice of No Privilege at p. 2, it was little more than a rambling misconstruction of the Master’s May 8, 2018 Order Re Hamed’s Motion As To Hamed Claim No. H-3.² The Notice of No Privilege concluded with the statement that “Hamed asserts no privilege with regard to the materials for work done during the pendency of the Joint Defense Agreement set forth in Yusuf’s Notice of Intent to Serve [Deposition] Subpoenas, dated May 31, 2018, described in Exhibit A thereto” *See* Notice of No Privilege at p. 4 (emphasis in original). Because this notice sought no relief, Defendants did not respond to it although they certainly did not agree with much of its content.

² Hamed makes the following claim at page 3 of his Notice Of No Privilege:

Based on the Special Master’s Order of May 8, 2018 Re Claim H-3, it seems that **the law of the case is now that any criminal fees paid by the Yusuf or Hamed Defendants in the *United States of America v. United Corp., et al.*, V.I. D. Ct. 2005-cr-015, up to the end of the Joint Defense Agreement** (September 25 [sic], 2012), are per se allowable partnership expenses.” (Emphasis in original).

Defendants disagree that the Master’s May 8 Order establishes any such law of the case. Moreover, nothing in the objection to subpoena quoted at p. 4 of the Notice of No Privilege constitutes a concession by Defendants that all work performed in the Criminal Case prior to September 20, 2012 was properly paid from Plaza Extra accounts maintained by United.

On June 5, 2018, counsel for Hamed sent the email attached as **Exhibit 3** to counsel for Defendants and two of the attorneys subject to the subpoenas at issue, namely, Pamela Colon and Gordon Rhea. In that email, counsel for Hamed states, among other things: “As you know, Hamed assets [sic] no privilege as to JDA-related fees, and thus has no problem with the depositions noticed as to those fees. . . . Hamed will not move for a protective order or become involved in these discussions. We give no legal advice or take any positions – obviously each involved person/party must make up their own mind (or seek direction from the Court) . . . [.]”

On June 14, 2018, counsel for Hamed sent the email attached as **Exhibit 4** to counsel for Defendants and Attorneys Colon and Rhea. That email states, in relevant part, that “we have made it clear that we are totally indifferent to those subpoenae.”³

With that background in mind and assuming the Master is disinclined to summarily overrule the Objection based on Hamed’s statement that he is “totally indifferent to those subpoenae,” Defendants will turn to the “four independently sufficient bases” Hamed has proffered in his Objection.

³ Footnote 4 of Hamed’s Objection provides in relevant part as follows:

Although Yusuf asked for such an agreement by email less than two business days ago (**Exhibit 1**) and despite the fact that Hamed had not yet responded, Yusuf has proceeded at his own risk with regard to this objection. By this filing, and because this motion was filed in such a manner, Hamed gives notice that he does not agree to such a proposal.

Unfortunately, n. 4 of the Objection represents a deliberate attempt to mislead the Master into thinking that Defendants “jumped the gun” by filing the Motion when counsel for Hamed was presumably still considering a proposal to limit the scope of discovery to pre-September 20, 2012 fees provided Hamed confirmed that he would not seek recovery of any fees paid after that date. Clearly, counsel for Hamed’s email of June 14, 2018 (Exhibit 4) shows that Hamed’s claim in footnote 4 that he “had not yet responded” is false. He responded by ignoring the request for confirmation and stating that “we are totally indifferent to those subpoenae.” Given that response, Defendants proceeded to file the Motion with the subpoenas as originally drafted, without the cutoff date of September 20, 2012 proposed by Hamed. It is noteworthy that even though Hamed proposed a cutoff date of September 20, 2012, he refused to limit his claim regarding fees paid in the Criminal Case to that same date. In fact, included within the more than \$9,000,000 in fees paid in the Criminal Case, which Hamed seeks to recover, are hundreds of thousands of dollars in fees that postdate September 20, 2012. As Hamed would have it, he is entitled to seek recovery for these post-September 20, 2012 fees but Defendants are not entitled to any meaningful discovery regarding those fees.

“1. Movants have not specified which claim(s) this discovery relates to”

It is true that neither the Motion, the proposed Letter Rogatory, nor the subpoena to MRW⁴ attached as Exhibit 1 to the Motion specified the partner claims the subpoena relates to. However, Hamed has failed to provide the Master with any authority whatsoever that would require such specification. Hamed also fails to explain the logic behind requiring the specification of any claims to a third party such as MRW, which is wholly unfamiliar with Hamed’s and Yusuf’s respective accounting claims.

Since all six of the professionals identified in Defendants’ Notice of Intent to Serve Subpoenas (Exhibit 1) performed services and charged fees in the Criminal Case, Hamed no doubt could easily deduce that this discovery relates to the Partners’ competing claims relating to professional fees paid in the Criminal Case. Yusuf’s claims relating to these fees are set forth in detail in the BDO Report. Hamed’s claims regarding these fees are included in his Claims Nos. H-17, H-154, H-161, and H-163.

“2. Hamed suspects that the proposed Letter deals with a claim involving Yusuf’s alleged “special benefits” and is, therefore, stayed”

Hamed states: “As the Special Master is aware, Yusuf has alleged certain ‘special benefits’ under the *1986 Oral Partnership Agreement*.” See Objection at p. 2. Of course, Hamed does not provide even one instance in which Yusuf claims entitlement to any “special benefits.” As Defendants pointed out in their Response to Hamed’s Motion for Court Assistance and Directions Re Special Master Ross’s May 21st Order filed on June 19, 2018, Yusuf does not claim and never

⁴ Because MRW is located in the State of Florida, which has not adopted the Uniform Interstate Depositions and Discovery Act, Defendants’ Motion only seeks a Letter Rogatory directed to the appropriate officials in Broward County, Florida. The subpoenas with respect to professionals located in New York and the Virgin Islands are being handled more directly. It is noteworthy, however, that Defendants are going through the appropriate process to obtain discovery in Florida. Hamed, on the other hand, unilaterally issued and served subpoenas on Florida residents without even making a passing attempt to comply with governing procedures for obtaining discovery in Florida. See, e.g., Notice of Intent to Serve Subpoena to Christopher David, Esq., filed by Hamed on May 17, 2018.

has claimed to enjoy any special benefits that are not equally available to Hamed. Hamed's circular "special benefits" argument is nothing more than a red herring.

Hamed also fails to even attempt to show how Defendants' response to his Request for Admission 27 is germane to the issue of whether the Master should issue a Letter Rogatory so that discovery can proceed in Florida.

"3. Even if the requested discovery may deal with one non-stayed motion, it impinges of [sic] several stayed motions and asymmetrical discovery is not allowed"

Hamed's four sentence argument on this "point" makes no sense, so Defendants will not waste time attempting to make sense of the argument. Hamed does suggest that Defendants have provided no basis for needing this discovery "immediately, *before* Judge Brady's ruling." See Objection at p. 4 (emphasis in original). It goes without saying that the Plan provides a fact discovery deadline of August 31, 2018. Once the Letter Rogatory sought in the Motion is issued, MRW will be served with a subpoena formatted in compliance with the procedures in Broward County, Florida. If MRW objects to the subpoena, that will take additional time. Once MRW produces documents, Defendants will need to review them in order to determine whether to depose MRW. Since the fact discovery deadline is just two months away, the need for prompt action is self-evident.

"4. The requested discovery is not limited to avoid violation privilege"

Since Hamed has reconfirmed that "he asserts no privilege as to professional fees under the Joint Defense Agreement ("JDA") up to September 20, 2012," all information and documents regarding fees paid to MRW prior to that date are clearly unobjectionable. It is unclear to Defendants whether MRW was paid any fees after September 20, 2012. While MRW may or may not have been paid fees after that date, it is clear that Hamed's Claim Nos. H-17, H-154, H-161 and H-163 include fees that postdate September 20, 2012. To the extent Hamed seeks these fees

to be paid by the Partnership or by Yusuf, he cannot assert an attorney-client or other privilege that precludes discovery of the invoices, letters, emails, and other information that relates to and underlies these fees. Even if Hamed could assert a privilege, and he had identified an applicable privilege in his Objection, if he wants post-September 20, 2012 fees to be paid by the Partnership or Yusuf, the privilege must be waived. Defendants need only cite Hamed to his own May 23, 2018 “Motion for a Determination of ‘No Privilege’ or to Compel Waiver or Presumption As to Hamed’s Second Motion Regarding Claim H-3: Yusuf’s Payments to the Furst Law Firm from Partnership Funds” for arguments why no privilege precludes discovery of this post-September 20, 2012 information.

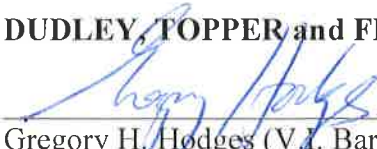
For all of the foregoing reasons, Defendants respectfully request the Master to promptly overrule Hamed’s Objection and to issue the requested Letter Rogatory so that discovery can proceed in accordance with the Plan, and for such further relief as is just and proper under the circumstances.

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

DATED: June 26, 2018

By:



Gregory H. Hodges (V.I. Bar No. 174)
Stefan B. Herpel (V.I. Bar No. 1019)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@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

I hereby certify that on this 26th day of June, 2018, I caused the foregoing **Reply To Hamed's Objection To The Yusuf/United Motion For Letter Rogatory**, which complies with the page and word limitations of Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi.plaza@gmail.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
Email: jeffreymlaw@yahoo.com

The Honorable Edgar D. Ross
Email: edgarrossjudge@hotmail.com

and via U.S. Mail to:

The Honorable Edgar D. Ross
Master
P.O. Box 5119
Kingshill, St. Croix
U.S. Virgin Islands 00851

Alice Kuo
5000 Estate Southgate
Christiansted, St. Croix
U.S. Virgin Islands 00820



R:\DOCS\6254\1\DRFTPLDGM17Y4475.DOCX

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

EXHIBIT 1

**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,)

vs.)

FATHI YUSUF and UNITED CORPORATION,)

Defendants/Counterclaimants,)

vs.)

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

Additional Counterclaim Defendants.)

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

JURY TRIAL DEMANDED

NOTICE OF INTENT TO SERVE SUBPOENAS

To: Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi@aol.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
E-mail: jeffreymlaw@yahoo.com

DUDLEY, TOPPER
AND FEUERZEIG, LLP
1000 Frederiksberg Gade
P.O. Box 756
Thomas, U.S. V.I. 00804-0756
(340) 774-4422

PLEASE TAKE NOTICE that Defendants/Counterclaimants Fathi Yusuf (“Yusuf”) and United Corporation (“United”) (collectively, the “Defendants”), through their undersigned attorneys, on June 7, 2018, or as soon thereafter as service may be effectuated, will have the Subpoenas Duces Tecum attached hereto as Exhibit “A”¹, served upon the following non-parties, for the production of the items listed in said Subpoenas, allowing, in lieu of appearance, the production of the documents requested on or before the date, time and place set forth therein:

Pamela Colon, Esquire Law Offices of Pamela Lynn Colon, LLC 27 & 28 King Cross Street, 1st Floor St. Croix, VI 00820	Gordon Rhea, Esquire Richardson, Patrick, Westbrook & Brickman, LLC 11 A Norre Gade St. Thomas, VI 00802
Randall Andreozzi Andreozzi Bluestein LLP (former Andreozzi Fickess, LLP) 9145 Main Street Clarence, NY 14031	Records Custodian, Freed Maxick 424 Main St. Suite 800 Buffalo, NY 14202
Records Custodian, RSM McGladrey Liberty Building, Suite 800 424 Main St. Buffalo, NY 14202	Records Custodian, MRW Consulting Group, LLP 320 Davie Boulevard Ft. Lauderdale, FL 33315

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. V.I. 00804-0756
(340) 774-4422

¹ The format of the subpoenas to be served outside of the Virgin Islands may be modified to comply with the applicable Florida statutes and the Uniform Interstate Depositions and Discovery Act adopted in New York (NY CPLR § 3119 (2016)).

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

DATED: May 31, 2018

By:



Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: cparrell@dtflaw.com

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of May, 2018, I caused the foregoing Notice of Intent to Serve Subpoenas Duces Tecum to be served upon the following via e-mail:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, V.I. 00820
Email: holtvi@aol.com

Carl Hartmann, III, Esq.
5000 Estate Coakley Bay, #L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com

Mark W. Eckard, Esq.
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824
Email: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
C.R.T. Building
1132 King Street
Christiansted, VI 00820
E-mail: jeffreymoorhead@yahoo.com

Hamed v. Yusuf, et al.
Civil No. SX-12-CV-370
Notice of Intent to Serve Subpoenas
Page 4

The Honorable Edgar D. Ross
Email: edgarrossjudge@hotmail.com

and via U.S. Mail to:

The Honorable Edgar D. Ross
Master
P.O. Box 5119
Kingshill, VI 00851

Alice Kuo
5000 Estate Southgate
Christiansted, VI 00820

A handwritten signature in black ink, appearing to read 'Alice Kuo', is written over a horizontal line.

EXHIBIT A

SUBPOENA DUCES TECUM

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

Waleed Hamed, as the Executor of the Estate of
Mohammed 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.

Case No. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

TO: Gordon Rhea, Esq., Richardson, Patrick, Westbook & Brickman, LLC
ADDRESS: 11 A Norre Gade
St. Thomas, VI 00802

You are hereby subpoenaed to appear at Dudley, Topper and Feuerzeig, LLP located at 1000 Frederiksberg Gade, St. Thomas, VI 00802 at **10:00 a.m.** on Friday, **June 29, 2018**, to give evidence in the cause of action captioned above on behalf of Fathi Yusuf and United Corporation, and to bring with you the documents identified in the attached Exhibit A.

****NOTE: DOCUMENTS ONLY WILL BE REQUIRED. YOU MAY COMPLY WITH THIS SUBPOENA DUCES TECUM BY PRODUCING THE REFERENCED DOCUMENTS ON OR BEFORE THE ABOVE-STATED DATE.**

Dated: 5/31/18

By:



Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: cparrell@dtflaw.com

Attorneys for Defendants Fathi Yusuf and United Corporation

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to _____

Process Server

Dated: _____

By: _____ (Name)

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Process Server

Dated: _____

By: _____ (Name)

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Process Server

Dated: _____

By: _____ (Name)

Virgin Islands Rule of Civil Procedure 45(d) and (e)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the division where the action is pending must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the division where the action is pending for an order compelling production or inspection.
(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the division where the action is pending must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court where the action is pending may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or
(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under

specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A

DEFINITION

The term "document" is used in its broadest sense and includes all original written, recorded or graphic items of every kind whatsoever and copies thereof including, but not limited to: agreements, forms, applications, contracts and memoranda of understandings; assignments; licenses, correspondence and communications, including intra-company correspondence and communications; cablegrams, SMS text messages, telex messages, social media messages (i.e. Facebook, Twitter), email, facsimiles, radiograms and telegrams; reports, notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences; summaries and records of personal conversations and interviews; books, manuals, publications, and diaries; technical, laboratory and engineering reports, data sheets and notebooks; charts; plans; sketches and drawings; photographs, motion pictures; audio and video tapes and disks; computer printouts; computer software; models and mockups; reports and/or summaries of investigations; opinions and reports of experts and consultants; opinions of counsel; sales records, including purchase orders, order acknowledgments and invoices; books of account; statements, bills, checks and vouchers; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets, sales literature and sales promotion materials, advertisements; displays; circulars, trade letters, notices and announcements; press, publicity, trade and product releases; drafts or originals of, or preliminary notes on, and marginal comments appearing on, any document; all documents kept by photographic, electronic or mechanical means including but not limited to the contents of computer memory and hard disks; other reports and records; and any other information-containing paper writing or physical thing.

DOCUMENTS TO BE PRODUCED:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickless, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA's,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MRW Consulting Group,
- l. Pratts – Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 to the present, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickess, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.
8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1(h-m) in connection with *United States v. Yusuf et al*, District

Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon for the period September 17, 2006 to the present.

SUBPOENA DUCES TECUM

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

Waleed Hamed, as the Executor of the Estate of
Mohammed 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.

Case No. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

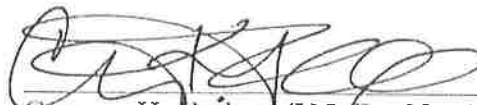
TO: Pamela Colon, Esq., Law Offices of Pamela Lynn Colon, LLC
ADDRESS: 27 & 28 King Cross Street, 1st Floor,
St. Croix, VI 00820

You are hereby subpoenaed to appear at Dudley, Topper and Feuerzeig, LLP located at 1000 Frederiksberg Gade, St. Thomas, VI 00802 at **10:00 a.m.** on Friday, **June 29, 2018**, to give evidence in the cause of action captioned above on behalf of Fathi Yusuf and United Corporation, and to bring with you the documents identified in the attached Exhibit A.

****NOTE: DOCUMENTS ONLY WILL BE REQUIRED. YOU MAY COMPLY WITH THIS SUBPOENA DUCES TECUM BY PRODUCING THE REFERENCED DOCUMENTS ON OR BEFORE THE ABOVE-STATED DATE.**

Dated: 5/31/18

By:



Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: eparrell@dtflaw.com

Attorneys for Defendants Fathi Yusuf and United Corporation

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to _____

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Process Server

Dated: _____

By: _____
(Name)

Virgin Islands Rule of Civil Procedure 45(d) and (e)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the division where the action is pending must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the division where the action is pending for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the division where the action is pending must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court where the action is pending may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under

specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A

DEFINITION

The term "document" is used in its broadest sense and includes all original written, recorded or graphic items of every kind whatsoever and copies thereof including, but not limited to: agreements, forms, applications, contracts and memoranda of understandings; assignments; licenses, correspondence and communications, including intra-company correspondence and communications; cablegrams, SMS text messages, telex messages, social media messages (i.e. Facebook, Twitter), email, facsimiles, radiograms and telegrams; reports, notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences; summaries and records of personal conversations and interviews; books, manuals, publications, and diaries; technical, laboratory and engineering reports, data sheets and notebooks; charts; plans; sketches and drawings; photographs, motion pictures; audio and video tapes and disks; computer printouts; computer software; models and mockups; reports and/or summaries of investigations; opinions and reports of experts and consultants; opinions of counsel; sales records, including purchase orders, order acknowledgments and invoices; books of account; statements, bills, checks and vouchers; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets, sales literature and sales promotion materials, advertisements; displays; circulars, trade letters, notices and announcements; press, publicity, trade and product releases; drafts or originals of, or preliminary notes on, and marginal comments appearing on, any document; all documents kept by photographic, electronic or mechanical means including but not limited to the contents of computer memory and hard disks; other reports and records; and any other information-containing paper writing or physical thing.

DOCUMENTS TO BE PRODUCED:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickless, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA's,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MRW Consulting Group,
- l. Pratts – Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 to the present, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickess, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.
8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1(h-m) in connection with *United States v. Yusuf et al*, District

Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon for the period September 17, 2006 to the present.

SUBPOENA DUCES TECUM

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

Waleed Hamed, as the Executor of the Estate of
Mohammed 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.

Case No. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

TO: **Randall Andreozzi, Esq., Andreozzi Bluestein, LLP**
ADDRESS: 9145 Main Street
Clarence, NY 14031

You are hereby subpoenaed to appear at DePaolo Crosby Reporting located at 170 Franklin St., Suite 601, Buffalo, NY 14202 at **10:00 a.m.** on Friday, **June 29, 2018**, to give evidence in the cause of action captioned above on behalf of Fathi Yusuf and United Corporation, and to bring with you the documents identified in the attached Exhibit A.

****NOTE: DOCUMENTS ONLY WILL BE REQUIRED. YOU MAY COMPLY WITH THIS SUBPOENA DUCES TECUM BY PRODUCING THE REFERENCED DOCUMENTS ON OR BEFORE THE ABOVE-STATED DATE.**

Dated: 5/31/18

By:



Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: eparrell@dtflaw.com

Attorneys for Defendants Fathi Yusuf and United Corporation

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to _____

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction,

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Process Server

Dated: _____

By: _____
(Name)

Virgin Islands Rule of Civil Procedure 45(d) and (e)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the division where the action is pending must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the division where the action is pending for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the division where the action is pending must quash or modify a subpoena that:

- (i) fail to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(e);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court where the action is pending may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under

specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A

DEFINITION

The term "document" is used in its broadest sense and includes all original written, recorded or graphic items of every kind whatsoever and copies thereof including, but not limited to: agreements, forms, applications, contracts and memoranda of understandings; assignments; licenses, correspondence and communications, including intra-company correspondence and communications; cablegrams, SMS text messages, telex messages, social media messages (i.e. Facebook, Twitter), email, facsimiles, radiograms and telegrams; reports, notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences; summaries and records of personal conversations and interviews; books, manuals, publications, and diaries; technical, laboratory and engineering reports, data sheets and notebooks; charts; plans; sketches and drawings; photographs, motion pictures; audio and video tapes and disks; computer printouts; computer software; models and mockups; reports and/or summaries of investigations; opinions and reports of experts and consultants; opinions of counsel; sales records, including purchase orders, order acknowledgments and invoices; books of account; statements, bills, checks and vouchers; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets, sales literature and sales promotion materials, advertisements; displays; circulars, trade letters, notices and announcements; press, publicity, trade and product releases; drafts or originals of, or preliminary notes on, and marginal comments appearing on, any document; all documents kept by photographic, electronic or mechanical means including but not limited to the contents of computer memory and hard disks; other reports and records; and any other information-containing paper writing or physical thing.

DOCUMENTS TO BE PRODUCED:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickless, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA's,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MRW Consulting Group,
- l. Pratts – Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 to the present, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickess, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.
8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1(h-m) in connection with *United States v. Yusuf et al*, District

Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon for the period September 17, 2006 to the present.

SUBPOENA DUCES TECUM

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

**Waleed Hamed, as the Executor of the Estate of
Mohammed Hamed,**

Plaintiff/Counterclaim Defendant,

v.

Fathi Yusuf and United Corporation,

Defendants/Counterclaimants,

v.

**Waleed Hamed, Wahced Hamed, Mufeed Hamed,
Hisham Hamed, and Plessen Enterprises, Inc.,**

Additional Counterclaim Defendants.

Case No. SX-12-CV-370

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

JURY TRIAL DEMANDED

TO: Records Custodian, Freed Maxick
ADDRESS: 424 Main St., Suite 800
Buffalo, NY 14202

You are hereby subpoenaed to appear at DePaolo Crosby Reporting located at 170 Franklin St., Suite 601, Buffalo, NY 14202 at **10:00 a.m.** on Friday, **June 29, 2018**, to give evidence in the cause of action captioned above on behalf of Fathi Yusuf and United Corporation, and to bring with you the documents identified in the attached Exhibit A.

****NOTE: DOCUMENTS ONLY WILL BE REQUIRED. YOU MAY COMPLY WITH THIS SUBPOENA DUCES TECUM BY PRODUCING THE REFERENCED DOCUMENTS ON OR BEFORE THE ABOVE-STATED DATE.**

Dated: **5/31/18**

By: 

Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: eparrell@dtflaw.com

Attorneys for Defendants Fathi Yusuf and United Corporation

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to _____

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Process Server

Dated: _____

By: _____
(Name)

Virgin Islands Rule of Civil Procedure 45(d) and (e)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the division where the action is pending must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney’s fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the division where the action is pending for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the division where the action is pending must quash or modify a subpoena that:

- (i) fail to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court where the action is pending may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or
- (ii) disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for

the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A

DEFINITION

The term "document" is used in its broadest sense and includes all original written, recorded or graphic items of every kind whatsoever and copies thereof including, but not limited to: agreements, forms, applications, contracts and memoranda of understandings; assignments; licenses, correspondence and communications, including intra-company correspondence and communications; cablegrams, SMS text messages, telex messages, social media messages (i.e. Facebook, Twitter), email, facsimiles, radiograms and telegrams; reports, notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences; summaries and records of personal conversations and interviews; books, manuals, publications, and diaries; technical, laboratory and engineering reports, data sheets and notebooks; charts; plans; sketches and drawings; photographs, motion pictures; audio and video tapes and disks; computer printouts; computer software; models and mockups; reports and/or summaries of investigations; opinions and reports of experts and consultants; opinions of counsel; sales records, including purchase orders, order acknowledgments and invoices; books of account; statements, bills, checks and vouchers; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets, sales literature and sales promotion materials, advertisements; displays; circulars, trade letters, notices and announcements; press, publicity, trade and product releases; drafts or originals of, or preliminary notes on, and marginal comments appearing on, any document; all documents kept by photographic, electronic or mechanical means including but not limited to the contents of computer memory and hard disks; other reports and records; and any other information-containing paper writing or physical thing.

DOCUMENTS TO BE PRODUCED:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickless, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA's,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MRW Consulting Group,
- l. Pratts – Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 to the present, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickess, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.
8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1(h-m) in connection with *United States v. Yusuf et al*, District

Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon for the period September 17, 2006 to the present.

SUBPOENA DUCES TECUM

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

**Waleed Hamed, as the Executor of the Estate of
Mohammed 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.

Case No. SX-12-CV-370

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

JURY TRIAL DEMANDED

TO: Records Custodian, RSM McGladrey
ADDRESS: Liberty Building, Suite 800
424 Main St.
Buffalo, NY 14202

You are hereby subpoenaed to appear at DePaolo Crosby Reporting located at 170 Franklin St., Suite 601, Buffalo, NY 14202 at **10:00 a.m.** on Friday, **June 29, 2018**, to give evidence in the cause of action captioned above on behalf of Fathi Yusuf and United Corporation, and to bring with you the documents identified in the attached Exhibit A.

****NOTE: DOCUMENTS ONLY WILL BE REQUIRED. YOU MAY COMPLY WITH THIS SUBPOENA DUCES TECUM BY PRODUCING THE REFERENCED DOCUMENTS ON OR BEFORE THE ABOVE-STATED DATE.**

Dated: **5/31/18**

By:



Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: cparrell@dtflaw.com

Attorneys for Defendants Fathi Yusuf and United Corporation

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to _____

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Process Server

Dated: _____

By: _____
(Name)

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Process Server

Dated: _____

By: _____
(Name)

Virgin Islands Rule of Civil Procedure 45(d) and (e)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the division where the action is pending must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the division where the action is pending for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the division where the action is pending must quash or modify a subpoena that:

- (i) fail to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court where the action is pending may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or
- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under

specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A

DEFINITION

The term "document" is used in its broadest sense and includes all original written, recorded or graphic items of every kind whatsoever and copies thereof including, but not limited to: agreements, forms, applications, contracts and memoranda of understandings; assignments; licenses, correspondence and communications, including intra-company correspondence and communications; cablegrams, SMS text messages, telex messages, social media messages (i.e. Facebook, Twitter), email, facsimiles, radiograms and telegrams; reports, notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences; summaries and records of personal conversations and interviews; books, manuals, publications, and diaries; technical, laboratory and engineering reports, data sheets and notebooks; charts; plans; sketches and drawings; photographs, motion pictures; audio and video tapes and disks; computer printouts; computer software; models and mockups; reports and/or summaries of investigations; opinions and reports of experts and consultants; opinions of counsel; sales records, including purchase orders, order acknowledgments and invoices; books of account; statements, bills, checks and vouchers; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets, sales literature and sales promotion materials, advertisements; displays; circulars, trade letters, notices and announcements; press, publicity, trade and product releases; drafts or originals of, or preliminary notes on, and marginal comments appearing on, any document; all documents kept by photographic, electronic or mechanical means including but not limited to the contents of computer memory and hard disks; other reports and records; and any other information-containing paper writing or physical thing.

DOCUMENTS TO BE PRODUCED:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickless, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA's,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MRW Consulting Group,
- l. Pratts – Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 to the present, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickess, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.
8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1(h-m) in connection with *United States v. Yusuf et al*, District

Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon for the period September 17, 2006 to the present.

SUBPOENA DUCES TECUM

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

Waleed Hamed, as the Executor of the Estate of
Mohammed 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.

Case No. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF AND
DECLARATORY RELIEF

JURY TRIAL DEMANDED

TO: Records Custodian, MRW Consulting Group, LLP
ADDRESS: 320 Davie Boulevard
Ft. Lauderdale, FL 33315

You are hereby subpoenaed to appear at Esquire Deposition Services, 515 E. Las Olas Blvd, Suite 1300, Ft. Lauderdale, FL 33301 at **10:00 a.m.** on Friday, **June 29, 2018**, to give evidence in the cause of action captioned above on behalf of Fathi Yusuf and United Corporation, and to bring with you the documents identified in the attached Exhibit A.

****NOTE: DOCUMENTS ONLY WILL BE REQUIRED. YOU MAY COMPLY WITH THIS SUBPOENA DUCES TECUM BY PRODUCING THE REFERENCED DOCUMENTS ON OR BEFORE THE ABOVE-STATED DATE.**

Dated: 5/31/18

By:



Gregory H. Hodges (V.I. Bar No. 174)
Charlotte K. Perrell (V.I. Bar No. 1281)
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804
Telephone: (340) 715-4405
Telefax: (340) 715-4400
E-mail: ghodges@dtflaw.com
E-mail: cparrell@dtflaw.com

Attorneys for Defendants Fathi Yusuf and United Corporation

RETURN OF SERVICE

I personally served the within subpoena duces tecum by delivering a copy to _____

Process Server

Dated: _____

By: _____ (Name)

RETURN OF SERVICE

This is to certify that _____ cannot be found in this jurisdiction.

Process Server

Dated: _____

By: _____ (Name)

RETURN OF SERVICE

I hereby certify that I served the within subpoena duces tecum by leaving a copy at _____, the usual place of abode, with _____, a member of his/her family over the age of 14 years, then residing with him/her.

Process Server

Dated: _____

By: _____ (Name)

Virgin Islands Rule of Civil Procedure 45(d) and (e)

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the division where the action is pending must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the division where the action is pending for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the division where the action is pending must quash or modify a subpoena that:

- (i) fail to allow a reasonable time to comply;
(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court where the action is pending may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or
(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under

specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

EXHIBIT A

DEFINITION

The term "document" is used in its broadest sense and includes all original written, recorded or graphic items of every kind whatsoever and copies thereof including, but not limited to: agreements, forms, applications, contracts and memoranda of understandings; assignments; licenses, correspondence and communications, including intra-company correspondence and communications; cablegrams, SMS text messages, telex messages, social media messages (i.e. Facebook, Twitter), email, facsimiles, radiograms and telegrams; reports, notes and memoranda; summaries, minutes and records of telephone conversations, meetings and conferences, including lists of persons attending meetings or conferences; summaries and records of personal conversations and interviews; books, manuals, publications, and diaries; technical, laboratory and engineering reports, data sheets and notebooks; charts; plans; sketches and drawings; photographs, motion pictures; audio and video tapes and disks; computer printouts; computer software; models and mockups; reports and/or summaries of investigations; opinions and reports of experts and consultants; opinions of counsel; sales records, including purchase orders, order acknowledgments and invoices; books of account; statements, bills, checks and vouchers; reports and summaries of negotiations; brochures; pamphlets; catalogs and catalog sheets, sales literature and sales promotion materials, advertisements; displays; circulars, trade letters, notices and announcements; press, publicity, trade and product releases; drafts or originals of, or preliminary notes on, and marginal comments appearing on, any document; all documents kept by photographic, electronic or mechanical means including but not limited to the contents of computer memory and hard disks; other reports and records; and any other information-containing paper writing or physical thing.

DOCUMENTS TO BE PRODUCED:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA's,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MRW Consulting Group,
- l. Pratts – Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 to the present, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickess, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:
 - a. Gordon Rhea,
 - b. Richardson, Patrick, Westbrook & Brickman, LLC,
 - c. Randall Andreozzi,
 - d. Andreozzi Fickless, LLP,
 - e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
 - f. Andreozzi Bluestein, LLP, and
 - g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.
7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, for the period September 17, 2006 to the present, in connection with *United States v. Yusuf et al*, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.
8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1(h-m) in connection with *United States v. Yusuf et al*, District

Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon for the period September 17, 2006 to the present.

EXHIBIT 2

**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

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

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

**HAMED'S NOTICE OF "NO PRIVILEGE" ASSERTION
REGARDING THE YUSUF DEPOSITION NOTICES/SUBPOENAE
TO CRIMINAL COUNSEL AS TO 'JOINT DEFENSE AGREEMENT' FEES**

To reduce motions, clarify matters and make the discovery easier on the Court and counsel, Hamed provides notice that he does not assert certain privileges.

In response to Hamed's First Motion as to H-3, on January 9, 2018 Yusuf responded that all attorneys fees in the parallel "criminal action" were not subject to recovery by the Partnership:

The reason Defendants have submitted that discovery is necessary with respect to this claim is the fact that the actual invoices reflect that much of the \$504,591.03 was paid for Fuerst Littleman's defense of the "Criminal Action" referenced in the Court finding quoted above. Indeed, the very first payment listed on Group Exhibit 3 to the Motion in the amount of \$15,067.26 paid by check no. 3979 **was for work performed from August 6, 2012 through September 28, 2013 exclusively in the Criminal Action.** See invoices attached as Exhibit 2. Defendants submit that substantially all of the other payments listed in Group Exhibit 3 to the Motion include work performed in the Criminal Action. (Emphasis added.)

Id. at 3. And:

In their Bench Memo, Defendants argued that Hamed's claims **regarding accounting and attorneys' fees paid in the Criminal Action** (identified as items 10 and 12 on the list set forth on page 2 of the Master's Order of December 4, 2017) "should be removed from that list because further discovery is required for each of the matters described in those items." (Emphasis added.)

As a result, the Special Master issued his Order of May 8, 2018 -- in which he stated:

Furthermore, Yusuf and United pointed out that the Partnership was not a defendant in the criminal case, and thus, Attorney Gordon Rhea's declaration cannot verify that "neither DiRuzzo nor his firm did any criminal work on behalf of the Partnership under the Joint Defense Agreement" as alleged by Hamed. (*Id.*) In fact, Yusuf and United pointed out that, "[o]n September 7, 2012, Attorney DiRuzzo noticed his appearance in the criminal action on behalf of United Corporation." (*Id.*; Exhibit A: Notice of Appearance of Attorney Joseph A. DiRuzzo, III for United Corporation in *The United States of America v. United Corporation, et al.*, dated September 7, 2012) Yusuf and Hamed v. Yusuf, et al. SX-12-CV-370; SX-14-CV-278; SX-14-CV-287 ORDER Page 6 of 9. United further pointed out that, "[w]hile the Partnership was not a named defendant in the criminal case and was not even recognized as a partnership until this Court's Order of November 7, 2014, there is no dispute that the Partnership operated under the corporate umbrella of United and that work performed on behalf of United in the criminal case redounded to the benefit of the Partnership." (*Id.*, at p. 2-3) As such,

Yusuf and Hamed requested the Master to deny Hamed's motion and allow for discovery with regards to this claim. (Emphasis added.)

Id. at 5-6. And:

Based on the joint motion to vacate the criminal temporary restraining orders submitted in the criminal case, *The United States of America v. United Corporation, et al.*, case no. 1:05-cr-15, United was named as a defendant as "United Corporation d/b/a Plaza Extra" (hereinafter "Joint Motion"). (Yusuf's Sur-response, Exhibit C: *The United States of America and Defendant United Corporation d/b/a Plaza Extra's Joint Motion to Vacate the Criminal Temporary Restraining Orders*) Moreover, the Joint Motion was filed to vacate the restraining orders that had frozen the assets of the Partnership. Thus, it is disingenuous for Hamed to argue that Yusuf was trying to confuse the Master by arguing that United—and not the Partnership—was named as a defendant in the criminal case. **As such, the Master finds Hamed's argument that all of these funds paid to DiRuzzo's firm— counsel for United in the criminal case—were for the personal legal fees of Fathi Yusuf, and not for the Partnership to be unpersuasive.** At this juncture, the Master will deny Hamed's motion and allow for Parties to proceed with discovery as to the \$504,591.03 paid to Fuerst Ittleman David & Joseph, PL to determine whether the fees charged was for work performed in this instant lawsuit, in the criminal lawsuit, and for whom. (Emphasis added.)

Id. at 8.

Thus, on May 11, 2018, Hamed was forced to concede to Yusuf, that

Based on the Special Master's *Order* of May 8, 2018 re Claim H-3, it seems that **the law of the case is now that any criminal fees paid by the Yusuf or Hamed Defendants in *United States of America v United Corp., et. al.*, VI D.Ct. 2005-cr-015, up to the end of the Joint Defense Agreement** (September 25, 2012), are *per se* allowable Partnership expenses. Thus, Hamed's recent concession:

To simplify the following discussion, Hamed stipulates, without pre-condition or negotiation, that **he will not pursue DiRuzzo's or his firm's ("DiRuzzo's") billings for any period prior to the end date of the Joint Defense Agreement** – despite the fact that they were, on the face of the document, not participants in that agreement. (Emphasis added.)

See **Exhibit 1**, Hartmann email to Hodges and Perrell dated May 11, 2018. Moreover, Yusuf relied on this position and language in his May 23, 2018 "Objection" to the subpoena for '*pre-JDA termination*' documents.

DTF objects to having to give any testimony or produce any documents regarding invoices for legal work performed by Fuerst Ittleman David &

Joseph, PL ("Fuerst lttleman") in connection with the above payments on the grounds that the **payments and related invoices include both legal work performed for United Corporation and Fathi Yusuf in the criminal case (no. 1:05-cr-15) and legal work performed in this civil case and other matters unrelated to the criminal case.** Because United Corporation and Fathi Yusuf will agree that any amounts from 2 the \$504,590.50 that paid for legal work on the civil case and other matters unrelated to the criminal case was not for the benefit of the partnership, that amount is not in dispute and any discovery regarding it is irrelevant or overbroad.

In addition, Plaintiff has conceded that any work performed in the criminal case prior to September 20, 2012 was properly paid from Plaza Extra accounts maintained by United (i.e., from partnership funds). DTF objects to having to give any testimony or produce any documents for such work because it is irrelevant to any issues in this case.

Id. at 2-3.

Thus, Hamed and Yusuf have both asserted and relied on that position, as stated in Yusuf's *Objection*, that funds paid for "any work performed in the criminal case prior to September 20, 2012 [the date the JDA was terminated] was properly paid from Plaza Extra accounts maintained by United (*i.e.*, from partnership funds) and thus, these being the Partnership's invoices, there is no privilege.)

Hamed does note that Yusuf's subpoena reads "**for the period September 17, 2006 to the present**". Obviously the period involved in this waiver is for the JDA, "**for the period September 17, 2006 to September 20, 2012**", and Hamed has made that correction [in square brackets] to the requests listed below to make clear what he does not assert privilege for work under the JDA.

Conclusion

Because Yusuf seeks them as documents for which the Partnership "properly paid" and thus they are the Partnership's, Hamed asserts no privilege with regard to the materials for work done during the pendency of the Joint Defense Agreement set forth in Yusuf's *Notice of Intent to Serve [Deposition] Subpoenas*, dated May 31, 2018, described in Exhibit A thereto:

1. Produce all invoices and any documents evidencing, referencing or relating to the payment of such invoices for any and all services rendered by any of the following attorneys or law firms:

- a. Gordon Rhea,
- b. Richardson, Patrick, Westbrook & Brickman, LLC,
- c. Randall Andreozzi,
- d. Andreozzi Fickless, LLP,
- e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
- f. Andreozzi Bluestein, LLP, and
- g. Pamela Colon,

for the attorney's or law firm's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed, including all associated costs, expenses, expert fees and consultant fees, including but not limited to fees paid to any of the following persons or entities:

- h. FreedMaxick, CPA' s,
- i. RSM McGladrey,
- j. Leon Freidman,
- k. MR W Consulting Group,
- l. Pratts -Thomas Walker, and
- m. Eugene Benton,

for the period September 17, 2006 **[to September 20, 2012]** ~~to the present~~, which were paid, directly or indirectly, by United Corporation or through escrow accounts or other accounts controlled or directed by Andreozzi Fickless, LLP, Andreozzi, Bluestein, Fickess, Muhlbauer Weber, Brown LLP, Andreozzi Bluestein, LLP, Richardson, Patrick, Westbrook & Brickman, LLC or any other person or entity (collectively hereafter, the "United Payments") in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

2. Produce all fee agreements, contracts for services, retainer agreements, escrow agent service agreements and any other agreements reflecting an obligation to pay invoices for any and all services performed by any of the following attorneys or law firms **[for the period September 17, 2006 [to September 20, 2012]:**

- a. Gordon Rhea,
- b. Richardson, Patrick, Westbrook & Brickman, LLC,
- c. Randall Andreozzi,
- d. Andreozzi Fickless, LLP,
- e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
- f. Andreozzi Bluestein, LLP, and
- g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed **[for the period September 17, 2006 [to September 20, 2012]:**

in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

3. Produce all documents evidencing, referencing or relating to any increase in the hourly rates during the course of the representation from the initial rate charged for any and all services performed by any of the following attorneys or law firms:

- a. Gordon Rhea,
- b. Richardson, Patrick, Westbrook & Brickman, LLC,
- c. Randall Andreozzi,
- d. Andreozzi Fickless, LLP,
- e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
- f. Andreozzi Bluestein, LLP, and
- g. Pamela Colon,

for representation of Waleed Mohammed Hamed and Waheed Mohammed Hamed **[for the period September 17, 2006 [to September 20, 2012]:**, in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

4. Produce all documents evidencing, referencing or relating to any entries for "File management" for any and all services performed by any of the following attorneys or law firms:

- a. Gordon Rhea,
- b. Richardson, Patrick, Westbrook & Brickman, LLC,
- c. Randall Andreozzi,
- d. Andreozzi Fickless, LLP,
- e. Andreozzi, Bluestein, Fickess, Muhlbauer, Weber, Brown LLP,
- f. Andreozzi Bluestein, LLP, and
- g. Pamela Colon,

for representation of Waleed Mohammed Hamed and W heed Mohammed Hamed **for the period September 17, 2006 to the present**, in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters.

5. Produce all notations, notes, drafts, attorney work product or other writings created by any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their respective staff, in the course of the law firm's or attorney's representation of Waleed Mohammed Hamed or Waheed Mohammed Hamed **for the period September 17, 2006 to the present**, in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.

6. Produce all written correspondence (including emails) to or from any of the attorneys or law firms referred to in Paragraph 1(a-g) above, or their

respective staff, that relate to the attorney's or law firm's representation of Waleed Mohammed Hamed and Waheed **for the period September 17, 2006 to the present**, in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1.

7. Produce all work product included by not limited to notations, notes, drafts, work papers, compilations or other writings created by any person or entity referred to in Paragraph 1(h-m) for any of the attorneys or law firms referred to in Paragraph 1(a-g) above, **for the period September 17, 2006 to the present**, in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon.

8. Produce all written correspondence (including emails) to or from any person or entity referred to in Paragraph 1 (h-m) in connection with United States v. Yusuf et al, District Court of the U.S. Virgin Islands, 2005-15 and any other matters paid with United Payments, as that term is defined in Paragraph 1 or by Gordan Rhea or Pam Colon **[for the period September 17, 2006 [to September 20, 2012]:**

Dated: June 4, 2018



Carl J. Hartmann III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L6
Christiansted, VI 00820
Email: carl@carlhartmann.com
Tele: (340) 719-8941

Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of June, 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
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

Mark W. Eckard
Hamm, Eckard, LLP
5030 Anchor Way
Christiansted, VI 00820
mark@markeckard.com

Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3
Christiansted, VI 00820
jeffreymlaw@yahoo.com



CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



From: Carl Hartmann <carl@carlhartmann.com>
Sent: Friday, May 11, 2018 8:34 AM
To: 'Gregory Hodges' <Ghodes@dtflaw.com>; 'Charlotte Perrell' <Cperrell@dtflaw.com>
Cc: 'Joel Holt' <holtvi@aol.com>; 'Kim Japinga' <kim@japinga.com>
Subject: Request for Yusuf to Concede Claim H-17 or to end Discovery and Proceed to Motion

Greg & Charlotte:

This is partially a Rule 37.1(b) request that pertains to a discovery issue. We are required to contact you pursuant to Rule 37.1(a) prior to filing a motion. We are willing to discuss the issue raised before that filing if you respond in a timely manner as to a conference.

Based on the Special Master's *Order* of May 8, 2018 re Claim H-3, it seems that the law of the case is now that any criminal fees paid by the Yusuf or Hamed Defendants in *United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015*, up to the end of the Joint Defense Agreement (September 25, 2012), are *per se* allowable Partnership expenses. Thus, Hamed's recent concession:

To simplify the following discussion, Hamed stipulates, without pre-condition or negotiation, that he will not pursue DiRuzzo's or his firm's ("DiRuzzo's") billings for any period prior to the end date of the Joint Defense Agreement – despite the fact that they were, on the face of the document, not participants in that agreement.

Thus, we would ask that your client stipulate to owing the amount shown in the claims documents regarding Claim H-17:

H-017	Wally Hamed's personal payment of accounting and attorneys' fees in <i>United States of America v United Corp., et. al., VI D.Ct. 2005-cr-015</i>	\$332,900.42
--------------	---	---------------------

There is no dispute this amount was paid, that it was not reimbursed, and more to the point, that all work was prior to the end of the Joint Defense Agreement. If you will not concede this point, please let me know if you feel any additional discovery is necessary before Hamed files a bald motion on this with only those three assertions and the documentary support for them.

Carl

Carl J. Hartmann III, Attorney
5000 Estate Coakley Bay, L6
Christiansted, VI 00820
Website: www.CarlHartmann.com
Email: Carl@Hartmann.Attorney
Telephone: (340) 642-4422
Facsimile: (212) 202-3733

EXHIBIT 3

Gregory Hodges

From: Carl Hartmann <carl@carlhartmann.com>
Sent: Tuesday, June 05, 2018 10:19 AM
To: Charlotte Perrell; Gregory Hodges; Stefan Herpel; grhea@rpwb.com; PamelaColon@msn.com
Cc: Joel Holt; Kim Japinga
Subject: Note: Hamed Believes the Notices of Depositions of Criminal Counsel/Accountants and attendant subpoenae are Stayed
Attachments: 2018-05-21 Main370 - Sua Sponte Order to Stay Certain Claims_20180521133518.pdf; 2018 05 29 UPDATE - Status of Yusuf & Hamed Claims.xlsx; 2018-05-29 Main370 - Hameds Motion for Court Assistance and Directions Re Special Master Ross's May 21st Order.pdf

Counsel:

As you know, Hamed asserts no privilege as to JDA-related fees, and thus has no problem with the depositions noticed as to those fees. However, as the issues underlying the depositions appear to involve allegations of unequal treatment of the Hameds with regard to payment of attorneys' fees as compared to the treatment of Yusuf, we believe the depositions are stayed pursuant to the Special Master's Order dated May 21st – a copy of which is appended.

Hamed will not move for a protective order or become involved in these discussions. We give no legal advice or take any positions--obviously each involved person/party must make up their own mind (or seek direction from the Court) but we believe this is the operative language:

ORDERED that Parties shall seek declaration from the Court as to the full scope of the Partnership-including but not limited to each partner's duties and responsibilities, the benefits of and to each partner, and the benefits to United and its shareholders. **And** it is further:

ORDERED that **all claims** that assert special benefits to United and its shareholders or Yusuf and all claims **that assert a right to equal treatment for Hamed or his family members as**

Yusuf or his family members received shall be stayed until further notice. (Emphasis supplied.)

In the appended spreadsheet, you will see the potential claims that may be involved in these depositions, although they are not identified in the notice or exemplar subpoenae. Hamed seeks reimbursement for atty fees during the JDA which Yusuf refused despite paying his own, Yusuf seeks to avoid those. Also, Yusuf seeks differential fees during the JDA.

Thank you for your attention. We hope this has been of assistance to all.

Carl Hartmann

Ps. For your edification, I also attach Attorney Holt's motion on behalf of Hamed that is responsive to the Court's order. Perhaps you might pass these documents and this email on to the other "criminal case" folks involved, as I can't seem to locate email addresses.

EXHIBIT 4

Gregory Hodges

From: carl@hartmann.attorney
Sent: Thursday, June 14, 2018 5:47 PM
To: Stefan Herpel
Cc: 'Joel Holt'; Gregory Hodges; Charlotte Perrell; kim@japinga.com; Pamela Bayless; grhea@rpwb.com; 'Pamela Colon'
Subject: FW: Open Issues
Importance: Low

Stefan:

Perhaps Charlotte didn't mention this to you. For obvious reasons, we do not correspond with Greg in this case unless court rules require it. If she is away and you want a non-mandatory response, perhaps you might send whatever your clients want us to see.

Carl

Ps. To save you time this once, I will note that we have made it clear that we are totally indifferent to those subpoenae. We also made it clear that we believe that they are stayed, but do not intend to file anything at this time. Proceed however you wish.

From: Gregory Hodges <Ghodges@dtflaw.com>
Sent: Thursday, June 14, 2018 2:11 PM
To: carl@hartmann.attorney
Cc: Pamela Bayless <Pbayless@dtflaw.com>; 'Joel Holt' <holtvi.plaza@gmail.com>; kim@japinga.com; Stefan Herpel <sherpel@dtflaw.com>; Charlotte Perrell <Cperrell@dtflaw.com>
Subject: RE: Open Issues
Importance: Low

Carl,
I am replying to your response to item 1 below. We cannot allow this issue to await Charlotte's return. The subpoenas need to be promptly issued and served. I think our position is clear. We will agree to your proposed cutoff date of 9/20/12, if you confirm that Hamed will not claim entitlement to recover for any professional fees paid in the criminal case after that date. Obviously, if he claims entitlement to recover post-9/20/12 fees, we are entitled to discovery regarding those fees. If you are unwilling to confirm, we will simply leave the period covered by the proposed subpoenas unchanged. Please advise at your earliest convenience.

Gregory H. Hodges
Dudley, Topper and Feuerzeig, LLP
Law House
1000 Frederiksberg Gade
St. Thomas, VI 00802
(340) 715-4405 Telephone
(340) 715-4400 Facsimile
Email: ghodges@dtflaw.com
www.dtflaw.com