

**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

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

vs.

UNITED CORPORATION, *Defendant.*

Consolidated with

Case No.: ST-17-CV-384

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

vs.

FATHI YUSUF, *Defendant.*

Consolidated with

Case No.: ST-18-CV-219

FATHI YUSUF, *Plaintiff,*

vs.

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

KAC357 Inc., *Plaintiff,*

vs.

HAMED/YUSUF PARTNERSHIP,
Defendant.

STIPULATION

A. The Parties wish to resolve the following claims by mutual stipulation:

1. As to Yusuf Claim Y-10, Partnership Withdrawals-Receipts -- Y-10 includes "Payments to Attorneys with Partnership funds" related to attorneys' fees and expenses in *United States v Yusuf*, US District Court of the Virgin Islands, Division of St. Croix, 1:05-cr-15 (the "criminal case"). Yusuf claimed \$4,121,651.43 in Partnership funds to pay Hamed attorneys' fees and \$237,691.05 in Partnership funds to pay Yusuf's attorneys' fees, for a difference of \$3,883,960.38. Except for the allocations included in Y-10 relating to payments to attorneys with partnership funds, this stipulation does not otherwise affect Yusuf's Claim Y-10.
2. As to claim H-7, H-7 relates to KAC357, Inc.'s claim for payment of an invoice from J. David Jackson PC for, among other things, his review of the Partnership tax return in the amount of \$832.50.
3. As to claim H-8, H-8 relates to Hamed's claim for the payment of an invoice from J. David Jackson PC for a meeting and conference call related to the Partnership's 2013 tax return in the amount of \$652.50.
4. As to claim H-18, H-18 relates to KAC357, Inc.'s claim for its payment of an invoice from FreedMaxick for review of documents Buffalo, NY in the amount of \$6,245.00.
5. As to claim H-154, H-154 relates to Hamed's claim for payment of attorneys' fees and expenses during the criminal case from January 1, 2012 to April 16, 2015 in the amount of \$989,626.90.

6. As to claim H-161, H-161 relates to Hamed's claim for payments of attorneys' fees and expenses during the criminal case from September 17, 2006 through December 22, 2011 in the amount of \$7,728,287.00.
7. As to claim H-163, H-163 relates to Hamed's claims for attorneys' fees for loss of assets due to wrongful dissolution.

B. Therefore, the Parties, through their undersigned counsel, stipulate to withdraw all of the above claims and all other existing attorney, accountant and professional fees claims, so that the only claims for attorney, accountant and professional fees existing as of this date are as follows:


8. The only Hamed claims related to attorney, professional and accounting fees that survive this stipulation are those in H-17 relating to Hamed's claim for payment of attorneys' fees and expenses incurred before termination of the Joint Defense Agreement ("JDA") in the criminal case, which shall be limited to a maximum of \$332,900.42 with no entitlement to interest. This stipulation does not impact or alter the prior stipulation the parties entered into on May 30, 2018 regarding Hamed claim H-3, Partnership funds used to pay Fathi Yusuf's personal legal fees.
9. The only Yusuf claims related to attorney, professional and accounting fees that survive this stipulation are those included in the Y-10 claim for a maximum of \$332,900.42 with no entitlement to interest, which can be made up of any fees paid to attorneys, accountants or professionals in the criminal case from September 17, 2006 until termination of the JDA.
10. The parties agree that before undertaking additional discovery on the remainder of the H-17 and Y-10 claims regarding professional fees, that they will file a motion wherein each side details its position to the Special Master

seeking to determine whether these claims, for amounts prior to the termination of the JDA are automatically barred from further contest.

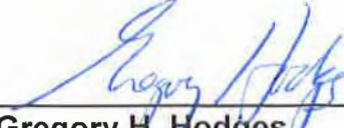
11. Counsel for Fathi Yusuf and United Corporation and counsel for Hamed and KAC 357, Inc. have executed this agreement with the full knowledge, agreement and consent of their respective clients, and have agreed that this stipulation may be filed with the CaseAnywhere electronic docket by counsel for Hamed.

12. The terms of this Stipulation shall remain confidential and shall not be filed with the Superior Court unless and until such time as any party seeks the Superior Court's final determination of the Master's Report and Recommendation for Distribution, under section 9, step 6 of the Final Wind Up Plan.

Dated: November 9, 2018

JHH / 
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Dated: November 9, 2018


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CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of Nov., 2018, I served a copy of the foregoing by email, as agreed by the parties, on: (via CaseAnywhere)

Hon. Edgar Ross

Special Master

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Carl J. Hand

CERTIFICATE OF WORD/PAGE COUNT

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

A handwritten signature in blue ink is written over a solid horizontal line. The signature is cursive and appears to read "E. J. [unclear]".