

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

**MOHAMMAD HAMED, BY HIS
AUTHORIZED AGENT WALEED 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.,**

COUNTERCLAIM DEFENDANTS.

**WALEED HAMED, AS EXECUTOR OF THE
ESTATE OF MOHAMMAD HAMED,**

PLAINTIFF,

v.

UNITED CORPORATION,

DEFENDANT.

MOHAMMAD HAMED,

PLAINTIFF,

v.

FATHI YUSUF,

DEFENDANT.

Civil No. SX-12-CV-370

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

CONSOLIDATED WITH

Civil No. SX-14-CV-287

**ACTION FOR DAMAGES and
DECLARATORY JUDGMENT**

CONSOLIDATED WITH

Civil No. SX-14-CV-378

**ACTION FOR DEBT and
CONVERSION**

ORDER

THIS MATTER came before the Special Master (hereinafter “Master”) on Yusuf, United, Hamed, and KAC357, Inc.’s (collectively, “Parties”) joint stipulation, filed on November 9, 2018. In their joint stipulation, Parties stipulated to the withdrawal of the following claims:

1. Yusuf Claim No. Y-10, which relates to “Partnership withdrawals receipts,” but only as to Yusuf’s claim therein for “[p]ayments 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”)” where “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.” (Stip., p. 2)
2. Hamed Claim No. H-7, which “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.” (Id.)
3. Hamed Claim No. H-8, which “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.” (Id.)
4. Hamed Claim No. H-18, which relates to KAC357, Inc.’s claim for its payment of an invoice from FreedMaxick for review of documents [sic] Buffalo, NY in the amount of \$6,245.00.” (Id.)
5. Hamed Claim No. H-154, which “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.” (Id.)
6. Hamed Claim No. H-161, which “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.” (Id., at p. 3)
7. Hamed Claim No. H-163, which “relates to Hamed’s claims for attorneys’ fees for loss of assets due to wrongful dissolution.” (Id.)

Parties also stipulated to withdraw “all other existing attorney, accountant and professional fees claims, so that the only claims for attorney, accountant and professional fees existing as of [November 9, 2018] are as follows:” (Id.)

1. Hamed Claim No. H-17, which relates 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.” (Id.) Parties noted that “[t]his stipulation does not impact or alter the prior stipulation the parties entered into on May 30, 2018 regarding Hamed Claim No. H-3, Partnership funds used to pay Fathi Yusuf’s personal legal fees” and that Hamed Claim No. H-17 is the “only Hamed claims related to attorney, professional and accounting fees that survive this stipulation.”

2. Yusuf Claim No. Y-10, which relates to “Partnership withdrawals receipts,” and 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.” (Id.)

Parties also stipulated 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 it’s [sic] 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.” (Id., at p. 4) Parties also stipulated that the “terms of this Stipulation shall remain confidential and shall not be filed with the Superior Court unless and until such time as any part 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.” (Id.)

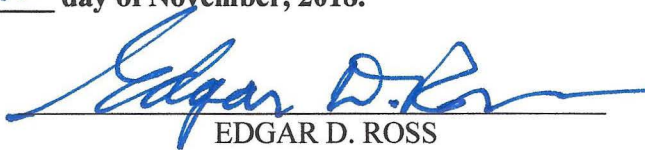
Accordingly, it is hereby:

ORDERED that Parties’ stipulation to withdraw Hamed Claim Nos. H-7, H-8, H-18, H-154, H-161, and H-163 is **GRANTED**. Hamed Claim Nos. H-7, H-8, H-18, H-154, H-161, and H-163 shall be and are hereby **WITHDRAWN**. It is further:

ORDERED that the terms of this stipulation shall remain confidential and shall not be filed with the Superior Court unless and until such time as any part 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. **And** it is further:

ORDERED that Parties shall submit a joint proposed order with regards to their stipulation as to: (1) Hamed Claim No. H-17—Hamed’s only remaining claim related to attorney, professional and accounting fees that survive this stipulation; and (2) Yusuf Claim No. Y-10—Yusuf’s only remaining claim related to attorney, professional and accounting fees that survive this stipulation.

DONE and so ORDERED this 26th day of November, 2018.

A handwritten signature in blue ink, reading "Edgar D. Ross", written over a horizontal line.

EDGAR D. ROSS
Special Master