

**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 Deft.,)
)
vs.) Case No. SX-2012-CV-370
)
FATHI YUSUF and UNITED)
CORPORATION,)
)
Defendants/Counterclaimants,)
)
vs.)
)
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,)
)
vs.) Consolidated with
) Case No. SX-2014-CV-287
)
UNITED CORPORATION,)
)
Defendant.)
WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)
)
Plaintiff,)
)
vs.) Consolidated with
) Case No. SX-2014-CV-278
)
FATHI YUSUF,)
)
Defendant.)

**VIDEOTAPED ORAL DEPOSITION OF
WALEED "WALLY" HAMED**

THE VIDEOTAPED ORAL DEPOSITION OF WALEED "WALLY" HAMED

was taken on the 21st day of January, 2019, at the Offices of Joel H. Holt, 2132 Company Street, Downstairs Conference Room, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 9:10 a.m. and 11:15 a.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

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Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804

By: Charlotte Perrell

Also Present: Fathi Yusuf and Maher Yusuf
Hisham, Mufeed, and Waheed Hamed
Michael Gelardi, Videographer

MARKED QUESTIONS

MARKED QUESTIONS

Page **Line**

28 23

Q. Okay. And it's my understanding that your prior testimony has been that you agreed that the 1.6 had, in fact, been removed, correct?

MR. HARTMANN: Object. This is a matter that's been determined by the Court. I'll direct the witness not to answer. The \$1.6 million has been adjudicated.

MS. PERRELL: Okay. It's been adjudicated that it was previous and that when the acknowledgment took place was not at a period of time later.

I'm not asking him about the timing of it. I just want to know -- and I'm not going to be using it for that -- I just want to know that he does agree that there was a \$1.6 million that the parties had agreed and it was in various testimony before.

MR. HARTMANN: The 1.6 has been adjudicated.

MS. PERRELL: So you're not going to allow him to answer that question?

MR. HARTMANN: No.

MS. PERRELL: All right. I'd like to certify that question, okay?

INDEX

E-X-A-M-I-N-A-T-I-O-N

Description	Counsel	Page
Direct	by Ms. Perrell	7
Cross	by Mr. Hartmann	51
Redirect	by Ms. Perrell	82
Recross	by Mr. Hartmann	92
Redirect	by Ms. Perrell	93

E-X-H-I-B-I-T-S

Exhibit	Description	Page
1 -	Site Plan of the United Shopping Center	9
2 -	Letter dated August 27, 2001 from Thomas W. Luff to Fahti Yusuf	18
3 -	Declaration of Waleed Hamed dated August 24, 2014	24
4 -	Cairo Amman Bank Statement dated December 31, 2010	34
5 -	Check No. 64866 dated February 7, 2012	63
6 -	United Corporation dba Plaza Extra Calculations	64

COLLOQUY

1 **THE VIDEOGRAPHER:** In the matter of Waleed
2 Hamed versus Fathi Yusuf and United Corp., in the Superior
3 Court of the Virgin Islands, Division of St. Croix, Civil
4 Action Number SX-2012-CV-370.

5 My name is Michael Gelardi. I am the
6 videographer for today's proceedings. Our court reporter is
7 Susan Nissman. Today's date is January 21st, 2019. The
8 deponent is Waleed Hamed. The time is 9:10.

9 **MS. PERRELL:** Good morning, everyone. My
10 name is Charlotte Perrell. I'm one of the attorneys
11 representing Fathi Yusuf and the United Corporation.

12 I also just wanted to state for the record,
13 and, Carl, I believe that we're in agreement with this,
14 although this is related to the 370 case, a number of the
15 claims between the parties have been consolidated and so we
16 understand that although this deposition has been limited as
17 to the various topics that we've agreed to address, that the
18 testimony can be utilized for any and all of those
19 consolidated cases. Agreed?

20 **MR. HARTMANN:** That's correct. And also that
21 the deposition is being held pursuant to a joint notice of
22 January 7th, 2019, which sets forth as Attachment Exhibit 1,
23 the agreed topics.

24 **MS. PERRELL:** And just to add one more point,
25 as to the agreed topics, later in the week last week, we

WALEED "WALLY" HAMED -- DIRECT

1 agreed to remove from the agreed topics Y-4 and -- I'm
2 sorry, not Y-4, Y-12, which relates to foreign accounts and
3 Jordanian properties; is that correct?

4 **MR. HARTMANN:** That's correct. And Hamad --
5 Hamed has agreed to file the joint stipulation with the
6 Court to that effect.

7 **MS. PERRELL:** All right. All right. With
8 those preliminaries, if you could swear in the witness?
9 Thank you.

10 **WALEED "WALLY" HAMED,**
11 called as a witness, having been first duly sworn,
12 testified on his oath as follows:

13 **DIRECT EXAMINATION**

14 **BY MS. PERRELL:**

15 **Q.** All right. Good morning, --

16 **A.** Good morning.

17 **Q.** -- Mr. Hamed. My name is Charlotte Perrell. I
18 represent the Yusufs and United in the various cases that
19 are pending right now that have all been consolidated and
20 are right now in front of the Special Master Ross. I don't
21 know, I think we've met before, but just in case we have
22 not.

23 We've limited the topics today to various
24 items on the list.

25 Have you had an opportunity to review those

WALEED "WALLY" HAMED -- DIRECT

1 items that are on the list?

2 **A.** Yes.

3 **Q.** Okay. And so I'm going to be asking you questions
4 about those topics in particular. To the extent that you
5 need to fully respond and provide some additional background
6 or additional information that might stretch into the other
7 topics, just go ahead and give me the full explanation, and
8 then if we need to, you know, limit it later, we can -- we
9 can do that, but that is what I would ask of you, is to not
10 limit your responses. I will try to limit my question so
11 that it will only encapsulate those topics that we've agreed
12 to.

13 Is that fair? All right.

14 As the court reporter mentioned before, I
15 will do my best to try to let you give your answer before I
16 give my response, but there are times, sometimes when I try
17 to jump in, so I'll do my best not to. And if you and I can
18 have an agreement to -- to do the same so that everything
19 gets clear. Obviously, as you know, these depositions will
20 be used for other purposes as the case continues and so we
21 need to have a clear record of my question, your response to
22 the extent you need clarification and so forth, we just have
23 it nice and clear on the record, okay?

24 **A.** Understood.

25 **Q.** Okay. All right. The first topic I'd like to

WALEED "WALLY" HAMED -- DIRECT

1 address is the rent due to United for Bays 5 and 8.

2 In a declaration that you have provided
3 previously, you indicated that it was your understanding
4 that Bays 5 and 8 were to be provided by United to the
5 partnership rent-free; is that correct?

6 **A.** That's correct.

7 **Q.** Okay. And you had no communications with
8 Mr. Yusuf in this regard; is that correct?

9 **A.** That's correct.

10 **Q.** Okay. So it is your belief that it was rent-free,
11 despite not having any conversations with Mr. Yusuf about
12 that?

13 **A.** That is correct.

14 **Q.** Okay. Isn't it true that United utilized the
15 space at Bay 5 and 8 at points in time from 1994 through
16 2012?

17 **A.** Yes, they did.

18 **Q.** Okay. Just so that we're all clear, let me hand
19 you what's been marked as Exhibit 1.

20 (Deposition Exhibit No. 1 was
21 marked for identification.)

22 Exhibit 1 is, in essence, a site plan of the
23 United Shopping Center.

24 Is that what it appears to be to you?

25 **A.** Yes.

WALEED "WALLY" HAMED -- DIRECT

1 **Q.** All right. Just so that we're clear for the
2 record, if you could indicate via circle where Bay 5 is
3 located with the pen?

4 **A.** (Witness complies.) Do you want an X or do you
5 want a mark or just --

6 **Q.** Just circle.

7 **A.** -- circle?

8 **Q.** Yeah. Okay.

9 **A.** Oops, did I mark 6? I did mark 6, yeah.

10 **Q.** All right. So let's go back.

11 **A.** Yeah.

12 **Q.** Okay. Put an arrow to the one that's Bay 5.

13 **A.** (Witness complies.)

14 **Q.** All right. Can you also mark where Bay 8 is
15 located?

16 **A.** Yes.

17 **Q.** Okay. Put an arrow next to where Bay 8 is
18 located. All right.

19 **A.** (Witness complies.)

20 **Q.** So with regard to Bays 5 and 8, do you recall a
21 scenario in which after the store reopened following the
22 fire, that you and Mike broke through the wall between Plaza
23 Extra Supermarket and Bay 5?

24 **A.** Yes.

25 **Q.** Okay. And do you recall that that happened in the

WALEED "WALLY" HAMED -- DIRECT

1 May or spring of 2004?

2 **A.** I'm not quite sure what year it was, but it was
3 done.

4 **Q.** Okay. Do you recall whether it was in the period
5 of time in the mid-'90s?

6 **A.** Possibly, yeah.

7 **Q.** Okay. And if Mike Yusuf were to testify that it
8 was in the spring of 1994, you cannot dispute that, correct?

9 **A.** I can't say for sure, but I guess what he says, he
10 says. I don't recall exactly what year or what date or what
11 month.

12 **Q.** Okay. You do recall breaking through the wall,
13 however, and then utilizing it for storage space, correct?

14 **A.** Yes.

15 **Q.** Okay. And wasn't it primarily used for the
16 storage of sodas?

17 **A.** Among other things. There was different things
18 that we used it for.

19 **Q.** All right. And the space that you broke through
20 was large enough for a -- what is the thing that goes
21 through?

22 **MR. HARTMANN:** Forklift.

23 **Q.** (Ms. Perrell) -- forklift to go through?

24 **A.** Yes.

25 **Q.** All right. And you never had a discussion with

WALEED "WALLY" HAMED -- DIRECT

1 Mr. Yusuf about breaking the wall; isn't that correct?

2 **A.** I'm not too sure if that's quite clear, but maybe
3 at one time or another. I mean, it's been so long, I don't
4 really recall if we did or we didn't.

5 **Q.** Okay. Do you recall Mr. Yusuf being upset that
6 the wall had been broken through?

7 **A.** Don't recall that.

8 **Q.** Okay. But you wouldn't dispute it if Mr. Yusuf
9 said that he was upset and he discussed it with you?

10 **A.** Well, if he said so. I don't really recall that.

11 **Q.** Okay. All right. So you're not disputing that
12 Plaza Extra used the store -- I'm sorry, used Bay 5 for
13 storage at various points in time since 1994, correct?

14 **A.** Correct.

15 **Q.** All right. And did you keep any record as to when
16 Plaza Extra used the store for storage?

17 **A.** No.

18 **Q.** All right. Would you agree with me that Plaza
19 Extra had unfettered access to Bay 5 at any time that it
20 needed?

21 **A.** I would say so, yes.

22 **Q.** Okay. And was there a period of time that you
23 recall when Bay 5 was rented to another third party?

24 **A.** At one time, we did.

25 **Q.** Okay. All right. When -- when you say that it

WALEED "WALLY" HAMED -- DIRECT

1 was utilized on an intermittent basis, I believe you stated
2 in some of your discovery responses, on a given week --
3 well, let me ask you this: On a given month, was the
4 store -- was the space completely utilized by Plaza Extra?

5 **A.** Could you repeat the question again?

6 **Q.** Yeah. Let me -- let me make it a little bit
7 better.

8 Other than the time that Bay 5 was rented to
9 another third party when United -- or excuse me, when Plaza
10 Extra had full access to it, was there any particular day
11 when it was never utilized at all?

12 **A.** Well, we used it while it was being used. I don't
13 recall exactly what days, what months, or what weeks it was
14 used or not in use.

15 **Q.** Okay. So you used it when you needed it?

16 **A.** Yes.

17 **Q.** Okay. Let me ask you about Bay 8.

18 Bay 8 is a larger space or would be called a
19 double bay; is that correct?

20 **A.** It's a larger space.

21 **Q.** Okay. It's twice the space of Bay 5, correct?

22 **A.** Appears to be, yes.

23 **Q.** Okay. And it's in the corner of the shopping
24 center, correct?

25 **A.** That's correct.

WALEED "WALLY" HAMED -- DIRECT

1 **Q.** Okay. And isn't it true that Bay 8 has a fairly
2 large roll-down door in the back of it near the loading
3 dock?

4 **A.** Yes.

5 **Q.** Okay. And isn't it also true that Plaza Extra
6 utilized Bay 8 since 1994 on an as-needed basis?

7 **A.** I'm not too sure if it's from 1994 or not, but we
8 did use it, yes.

9 **Q.** Okay. And the same question before, if Mike Yusuf
10 or Fathi Yusuf testifies that it -- that Plaza Extra began
11 using it sometime in May or the spring of 1994, you can't
12 dispute that, correct?

13 **A.** I can't agree to it, because I really don't recall
14 exactly what those were, those days were.

15 **Q.** Okay. I'm not asking you to agree; I'm asking if
16 you can dispute it. You cannot dispute that?

17 **A.** We used it on and off, and I'm not too sure what
18 the years are or the months are.

19 **Q.** Okay. And you used it as needed?

20 **A.** Yes.

21 **Q.** Okay. And over the course of the time that it was
22 utilized, would you say that there was ever a day when Bay 8
23 was not utilized, other than when it was rented to another
24 tenant?

25 **A.** That's correct.

WALEED "WALLY" HAMED -- DIRECT

1 **Q.** Okay. All right. Your belief that Bays 5 and 8
2 are free is contrary to any conversations that you ever had
3 with Mr. Yusuf about rent, correct?

4 **MR. HARTMANN:** Object. Asked and answered.

5 **Q.** **(Ms. Perrell)** Okay. When you --

6 **MR. HARTMANN:** Just for you, I'll say the
7 word "objection" for a variety of reasons. You're still
8 required to answer her question.

9 **A.** Oh, okay. Could you repeat the question again,
10 please?

11 **MS. PERRELL:** I can't. Can you repeat the
12 question for me?

13 **THE COURT REPORTER:** **"Q. Okay. All right.**
14 **Your belief that Bays 5 and 8 are free is contrary to any**
15 **conversations that you ever had with Mr. Yusuf about rent,**
16 **correct?"**

17 **A.** I'm not too sure how to answer that. Still don't
18 understand the question as far as --

19 **Q.** **(Ms. Perrell)** All right. Let me rephrase then.

20 You would agree that there was an agreement
21 to pay rent for Bay 1, correct?

22 **A.** There's an agreement to pay rent for Plaza Extra
23 Supermarket occupation for, I guess, referred to Bay 1,
24 yeah.

25 **Q.** Okay. But yet there was, in your opinion, no

WALEED "WALLY" HAMED -- DIRECT

1 agreement to pay rent for Bays 5 and 8?

2 **A.** None whatsoever.

3 **Q.** Okay. And that's based on no -- you have no
4 conversation with Mr. Yusuf one way or the other about 5
5 and 8; is that your testimony?

6 **A.** We probably had conversations. We probably
7 talked, but I don't really recall for certain that we did.

8 **Q.** Okay. So you didn't -- you don't have -- you
9 don't have anything in writing from Mr. Yusuf that says, I'm
10 going to let Plaza Extra utilize Bay 5 and 8 for free with
11 no charge?

12 **A.** No.

13 **Q.** Okay. When the -- you recall a period of time in
14 which United -- I'm sorry, when the rent for the period of
15 time, 2004 through 2011, was paid for Bay 1, correct?

16 **A.** I think so.

17 **Q.** Okay. Do you recall providing a check or allowing
18 a check to be provided for \$5,408,806.74?

19 **A.** Yes.

20 **Q.** Okay. And that was done in February 7th of 2012,
21 correct?

22 **A.** If it says so, yes.

23 **Q.** Okay. All right. And during your discussions
24 relating to this check, is it your position that this check
25 also covered 5 and 8?

WALEED "WALLY" HAMED -- DIRECT

1 **A.** Covered everything that Plaza Extra occupied.

2 **Q.** Okay. But if 5 and 8 was free, why would this
3 check be necessary to cover 5 and 8?

4 **A.** Because that's what we agreed on. I mean, it says
5 for everything that Plaza Extra occupied in Sion Farm.

6 **Q.** Okay. But you're aware of the order that the
7 judge issued relating to the rent, are you not, Judge Brady?

8 **A.** When one are you talking about?

9 **Q.** There's an order that Judge Brady issued, I want
10 to say it was in 2015, Feb -- I'm sorry, April of 2015, in
11 which he awarded rent for the period 1994 through 2004 for
12 Bay 1.

13 Do you recall that?

14 **A.** There was something like that, yeah.

15 **Q.** Okay. And you gave an affidavit or a declaration
16 in opposition to our efforts to try to recover that rent.

17 Do you recall that?

18 **A.** I believe there is something like that, yes.

19 **Q.** Okay. All right. And you made the same argument
20 that the check, the \$5,408,000 check, covered all of the
21 rent that was ever due from Plaza Extra to United.

22 Do you recall that?

23 **A.** Don't recall it, but if it did, yes.

24 **Q.** Okay. And the Court actually found that that
25 wasn't correct. That there was, in fact, additional rent

WALEED "WALLY" HAMED -- DIRECT

1 due for the period of 1994 and 2004, correct?

2 **A.** If it did, yes.

3 **Q.** Okay. So it's true that the \$5,408,000 check did
4 not cover all of the rent for Plaza Extra due to United?

5 **A.** For the time period.

6 **Q.** From any time from 1994 through 2012, correct?

7 **A.** I'm not sure I understand. Could you repeat that?

8 **Q.** Isn't it true that based upon the Court's finding
9 that the \$5,408,806 check did not cover all of the rent for
10 Plaza Extra owed to United for any of the periods between
11 1994 and 2012? It was only a partial payment, correct?

12 **A.** Yes.

13 **Q.** Okay.

14 (Respite.)

15 Handing you what's been marked Exhibit 2.

16 (Deposition Exhibit No. 2 was
17 marked for identification.)

18 Have you seen this document before?

19 **A.** Don't recall.

20 **Q.** Okay. You didn't review this document in
21 preparation of giving the deposition today?

22 **A.** No, ma'am.

23 **Q.** Okay. Before you go through, do you know who
24 Thomas Luff is?

25 **A.** I believe he was United Corporation Shopping

WALEED "WALLY" HAMED -- DIRECT

1 Center manager.

2 Q. Okay.

3 **THE COURT REPORTER:** I'm sorry, what type of
4 manager?

5 A. Shopping center manager.

6 Q. (Ms. Perrell) All right. But you say you've never
7 seen this document?

8 A. I don't recall, no.

9 Q. Okay. And you didn't review it in preparation for
10 your deposition today?

11 A. No, ma'am.

12 Q. Okay. Would you have ever had an occasion to
13 review any documents relating to tenant dealings at United?

14 A. No, ma'am.

15 Q. Okay. And where was Mr. Luff's office located?

16 A. Well, upstairs in the office that we occupied.

17 Q. Okay. Would you have had access to his office at
18 given points in time?

19 A. Not necessarily. I had no business going in his
20 office.

21 Q. And I understand you don't have any business going
22 in there, but my question is, is I've been up to the office,
23 so I know generally what the configuration is.

24 Where was your office in the upstairs space?

25 A. At different times, it was in different places.

WALEED "WALLY" HAMED -- DIRECT

1 Q. Okay. Where was Mr. Luff's office, as you recall?

2 A. As you go up the door to the office or the steps
3 to the office, it's right there in front of you.

4 Q. It's the first one?

5 A. Yes.

6 Q. Okay. All right. And is that the only space he
7 ever occupied?

8 A. I believe so.

9 Q. Okay. You said you moved around, so I wasn't sure
10 if he ever moved.

11 A. Um-hum. Yeah.

12 Q. Did he move around?

13 A. I -- I don't recall exactly, but I think it was
14 mainly there.

15 Q. All right. And is there -- is there a lock on
16 that particular door?

17 A. I assume there is, yes.

18 Q. Okay. Well, you were the manager at the Plaza
19 Extra East store for a number of years, correct?

20 A. That's correct.

21 Q. Okay. Do you know if any of the offices had locks
22 on them?

23 A. They had the general, you know, locks, I guess you
24 want to call them, yeah.

25 Q. Did -- were they ever locked? In other words, was

WALEED "WALLY" HAMED -- DIRECT

1 there ever any need to get into or unlock any of the
2 offices?

3 **A.** I'm not sure.

4 **Q.** Okay.

5 **A.** I'm not sure for his purposes. Never tried to do
6 that, so I don't know if it was locked, unlocked, or not.

7 **Q.** Okay. All right. So there would never be an
8 occasion for this particular document to be anywhere that
9 you would have access to?

10 When I say "this document," I'm talking about
11 Exhibit 2.

12 **A.** That's correct.

13 **Q.** Okay. All right. Are you disputing at all -- I
14 understand that you're disputing that the rent for 5 and 8
15 is due, but are you disputing at all the size and the square
16 footage that we are contending is the size of Bay 8?

17 **A.** I have no idea what the square footage is for 5
18 and 8.

19 **Q.** Okay. All right. Do you have any knowledge or
20 information as to the rent that was charged for Bays 5 and 8
21 to other third-party tenants?

22 **A.** I have no idea.

23 **Q.** Okay. In March of 2013, Mr. Yusuf's attorney,
24 Nizar DeWood, sent a letter outlining rent, additional rent,
25 for Bay 1 for the period 1994 through 2004, and then also

WALEED "WALLY" HAMED -- DIRECT

1 rent for Bays 5 and 8. Do you recall reviewing any letter
2 to that effect?

3 **A.** I don't recall that one, no.

4 **Q.** Okay. I'm just going to hand him something to
5 refresh your recollection. I'm not necessarily going to
6 introduce this.

7 Let me show you what is Bates Number FY
8 004004, and see if that refreshes your recollection. This
9 was the letter I was discussing a minute ago.

10 Have you ever seen that before?

11 **MR. HARTMANN:** What's the date, please?

12 **Q. (Ms. Perrell)** I'm sorry. It's dated May 17th,
13 2013.

14 **A.** Not really. I mean, there was so many documents,
15 so many things going back and forth.

16 **Q.** Okay.

17 **MR. HARTMANN:** We'll stipulate that the
18 letter was sent and received.

19 **Q. (Ms. Perrell)** Okay. In response to that letter,
20 isn't it true that you, and on behalf of the Hamed --
21 Mr. Hamed, Mohammed Hamed, and his part of the partnership,
22 disputed that rents 5 and 8 were due in response to that
23 letter in 2013?

24 **A.** If the letter says that, I guess it does. I don't
25 really recall exactly.

WALEED "WALLY" HAMED -- DIRECT

1 **Q.** Okay. But you are disputing that Bays 5 and 8
2 rent is due, correct?

3 **A.** That is true.

4 **Q.** Okay. All right. Isn't it also true that
5 Mr. Yusuf was really the individual who was in charge of
6 coordinating for the rent that was used and that would be
7 due from Plaza Extra to United?

8 **MR. HARTMANN:** Object. Can you give a time
9 frame?

10 **Q.** **(Ms. Perrell)** Sure. I will say throughout the
11 entire course of the partnership, that Mrs. Yusuf was in
12 charge of determining the rent and also when rent was to be
13 collected for rent that was due as a result of the use of
14 space by Plaza Extra East?

15 **A.** I mean, he -- my understanding over the years, and
16 my recollection might be a little spotty, but I know he had
17 an agreement with my dad for the rent due or for the rent
18 for the Plaza Extra at the Sion Farm location. To the
19 extent that -- when it happened, how it happened, I --
20 really, it's years. It's been years.

21 **Q.** Okay. So you're not really sure?

22 **A.** No.

23 **Q.** All right. At one point in time in your
24 affidavit -- I'm sorry, I keep calling it affidavit,
25 declaration, you indicated that at certain points in time,

WALEED "WALLY" HAMED -- DIRECT

1 rent was paid in cash.

2 Do you recall making that statement?

3 **A.** I don't recall.

4 **Q.** All right. I'll have this marked as an exhibit.

5 I'm going to hand you what's Exhibit 3. This is 3.

6 (Deposition Exhibit No. 3 was

7 marked for identification.)

8 I call your attention -- do you recognize
9 Exhibit 3?

10 **A.** Yes.

11 **Q.** Okay. Is that the declaration that you executed,
12 I believe it was in August 24th, 2014?

13 **A.** I believe so, yes.

14 **Q.** Okay. I can turn the page, but if you could -- I
15 can direct your attention to Paragraph 8.

16 And the second sentence says, "In fact, rent
17 was paid in cash (so United would not have to report it as
18 income) whenever United needed money without having to wait
19 on any partnership accounting."

20 Do you see that?

21 **A.** Yes.

22 **Q.** All right. So does this help refresh your
23 recollection that you were making a statement under oath
24 that rent was paid in cash? Do you recall that now?

25 **A.** Yeah, for maybe probably to -- from maybe a period

WALEED "WALLY" HAMED -- DIRECT

1 before 1992. I'm not too sure exactly what, but at one time
2 or another.

3 **Q.** Okay. So is it your testimony that after, we'll
4 just say the fire, okay? After the fire --

5 **A.** Um-hum.

6 **Q.** -- that rent -- are you making any statements that
7 rent was ever paid in cash after 1994?

8 **A.** I don't really recall exactly if it was or if it
9 wasn't. 2004.

10 **Q.** 1994, I'm sorry.

11 **A.** Oh. 1994, possibly. I'm not sure. I really -- I
12 don't really recall.

13 **Q.** Okay. Well, we do know that there was the
14 \$5 million check that we talked about that was paid in
15 February of 2012, correct?

16 **A.** Yes.

17 **Q.** Okay. And then we know that the court ordered
18 payment to be made for the period of 1994 through 2004,
19 correct?

20 **A.** Yes.

21 **Q.** Okay. And -- and I believe it also covered a
22 little bit of the latter part of the rent that was post the
23 check and brought as current until the point in time where
24 the parties split, correct?

25 **A.** From, I think 2012 and on, yes.

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1 together, that a lot of the inventory that came was bought
2 and warehoused together?

3 **A.** You're talking after 2000, that's when the stores
4 were, but what do you mean by they all operated, or, I mean,
5 out of --

6 **Q.** Well, I mean --

7 **A.** -- what locations are you talking about?

8 **Q.** I'm just saying, if a trailer load of, let's say,
9 paper products came in, isn't it true that the housing of
10 that particular load of paper products might be at one
11 location, but ultimately used by different locations?

12 **A.** That's not necessarily true. I mean, every store
13 really ordered for themselves. There might be certain items
14 that were bought that were stored at one location, which we
15 mainly used the West store for sort of the distribution.

16 **Q.** Okay. But it's not uncommon that there would have
17 been, at times, shared storage?

18 **A.** I -- possible, but not very frequent.

19 **Q.** Okay. All right. All right. Let me ask you
20 about the \$2.7 million that was removed in 2012.

21 Are you familiar with that?

22 **A.** Yes.

23 **Q.** Okay. At the time that the \$2.7 million was
24 removed, there was -- Mr. Yusuf sent you a letter explaining
25 that he was going to be removing it, correct?

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1 **A.** Yes.

2 **Q.** Okay. And so he didn't -- you didn't find out
3 about it by happening to check the bank account; Mr. Yusuf
4 brought you the letter and showed you that he was going to
5 be removing these funds, correct?

6 **A.** Yeah, he send me the letter, but he already
7 removed the funds.

8 **Q.** Okay.

9 **A.** The funds were already moved after he sent the
10 letter.

11 **Q.** Okay. The letter breaks down exactly what the 2.7
12 is. It's an accounting as to the basis for the removal of
13 that 2.7, correct?

14 **A.** According to him.

15 **Q.** Okay. And -- but I don't want to get too far
16 afield, because I know there's already been some rulings on
17 this, but I just want to, for clarity sake, there was one
18 amount that was \$1.6 million that Mr. Yusuf was claiming was
19 owed to the Yusufs following a partial accounting that you
20 had shortly before the FBI raid.

21 Do you recall that?

22 **A.** Yes.

23 **Q.** Okay. And it's my understanding that your prior
24 testimony has been that you agreed that the 1.6 had, in
25 fact, been removed, correct?

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1 **MR. HARTMANN:** Object. This is a matter
2 that's been determined by the Court. I'll direct the
3 witness not to answer. The \$1.6 million has been
4 adjudicated.

5 **MS. PERRELL:** Okay. It's been adjudicated
6 that it was previous and that when the acknowledgment took
7 place was not at a period of time later.

8 I'm not asking him about the timing of it. I
9 just want to know -- and I'm not going to be using it for
10 that -- I just want to know that he does agree that there
11 was a \$1.6 million that the parties had agreed and it was in
12 various testimony before.

13 **MR. HARTMANN:** The 1.6 has been adjudicated.

14 **MS. PERRELL:** So you're not going to allow
15 him to answer that question?

16 **MR. HARTMANN:** No.

17 **MS. PERRELL:** All right. I'd like to certify
18 that question, okay?

19 **Q. (Ms. Perrell)** All right. There were two accounts
20 that were also noted on there that had been closed. And the
21 two accounts were from -- and I'm pronouncing it
22 incorrectly, but Commercial Francias' bank in St. Martin.

23 Do you recall that?

24 **A.** Yes.

25 **Q.** Okay. And those two accounts were in your name,

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1 correct?

2 **A.** Yes.

3 **Q.** All right. And it's true that you closed those
4 two accounts and took the funds from those two accounts,
5 correct?

6 **A.** Yes.

7 **Q.** All right. And the total amount in each
8 account -- well, let me just say, for one of the accounts,
9 it was approximately \$88,000, correct?

10 **A.** Possibly, yes.

11 **Q.** Okay. And then the other account was a Cairo
12 Amman account, and it was also closed, and it was in your
13 name, and it also had approximately 88,000, correct?

14 **A.** Yes.

15 **Q.** Okay. All right. And you recall that that was
16 listed on the letter as something that needed to be shored
17 up and trued up as part of his removal of those funds?

18 **A.** Yes.

19 **Q.** Okay. But you -- you've never paid the
20 partnership back the 88,000 that you took from those two
21 accounts, correct?

22 **A.** That's correct.

23 **Q.** Okay. So if we were to make those amounts, and to
24 make Mr. Yusuf whole for those two amounts, since the Hameds
25 have already received the 88,000 from the St. Martin

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1 account, then Mr. Yusuf should receive 88,000 as well,
2 correct?

3 **A.** If that's what's decided, yes.

4 **Q.** Okay. Well, I mean, just as amongst those
5 accounts, if 88,000 -- you closed the St. Martin bank
6 account for 88,000 and you have the full 88,000, in order
7 for Mr. Yusuf to receive the same amount, because it's a
8 50/50 partnership, he should then receive, from the
9 partnership, the same 88,000, correct?

10 **A.** He has 2 point --

11 **MR. HARTMANN:** Objection. Object. Asked and
12 answered. Go ahead.

13 **A.** He has 2.7 million. 2.7 million that he already
14 took. Why would I give anything back?

15 **Q. (Ms. Perrell)** Okay. Let me -- let me clarify my
16 question, 'cause I'm not -- I understand that he's taken the
17 2.7 million, okay? And I understand that now we're going to
18 have to account as to how much of that is offset and so
19 forth. I'm not disputing that.

20 What I'm just asking you about is the two
21 accounts, the St. Martin account that you've said that you
22 closed and that the Hamed side retained the full 88,000 for,
23 okay?

24 **A.** Um-hum.

25 **Q.** So since it's a 50/50 partnership, if that was a

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1 partnership account and partnership funds, then isn't it
2 true that Mr. Yusuf should receive, from the partnership,
3 88,000, so that you two, at least as to that account, would
4 be equal?

5 **A.** Yes.

6 **Q.** Okay. Same logic with regard to the Cairo Amman
7 account that's listed in that letter, if the Hameds have
8 already received the full 88,000 for the Cairo Amman
9 account, then, so as to even up just as to that account,
10 Mr. Yusuf should receive 88,000 for the Cairo Amman account
11 that was closed, correct?

12 **A.** Yes.

13 **Q.** Okay. All right. With regard to -- there was
14 additional receipts listed. I'm going to actually hand
15 you -- this is the -- I brought the original one. We can
16 substitute out the -- we can substitute out the copies
17 later. Let me go ahead and mark it. Mark this as
18 exhibit -- let me ask you this before I mark it: With
19 regard to the letter that was sent, there was an item listed
20 for one million nine -- \$1,095,381.75 that says "additional
21 withdrawals per the attached receipts."

22 Do you recall that in the letter?

23 **A.** Yes.

24 **Q.** Okay. And did you have an opportunity to review
25 those various receipts?

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1 **A.** Those receipts were incomplete. We were never
2 provided with those receipts. When we had multiple times
3 sitting down negotiating back probably February, March, or
4 May or June, they said this is the receipts. This is the
5 money. We never received those things. And those --
6 whatever that's attached -- that subsequently was provided,
7 that never came up to 1.9. And at the same time, he only
8 provided stuff for us, but he never provided stuff for him.

9 **Q.** What do you mean when you say that, "only stuff
10 for us and not stuff for him"?

11 **A.** Well, the receipts that he claim of 1 point nine
12 -- 1.05.

13 **Q.** Nine five.

14 **A.** Nine five. He never provided anything else. It's
15 only a one-way road with Fathi.

16 **Q.** Okay.

17 **A.** Which is --

18 **Q.** So -- your point was -- is that you did have --
19 let me -- let me back this up.

20 When you received the letter, you did receive
21 the receipts when you got the letter, correct?

22 **A.** I don't know. No, I don't think so.

23 **Q.** Okay. Because I understood you to say, and
24 perhaps I misunderstood, I understood you to say that you
25 hadn't gotten those receipts before, dispute all the various

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1 conversations, and that those receipts showed up when the
2 letter was sent; is that correct?

3 **A.** I'm not quite sure if it's when the letter was
4 sent. I -- I don't believe it was when the letter was sent,
5 but I think subsequently, I think the attorneys or somebody
6 eventually got some receipts that would -- didn't even add
7 up to one point zero five nine or nine five.

8 **Q.** Okay. All right.

9 **A.** So never agreed to that amount.

10 **Q.** Okay. And would you agree with me that if the
11 receipts -- you would agree with me if it was -- are you
12 saying that those receipts at all were duplicative of any of
13 the receipts you guys had reconciled before?

14 **A.** I'm not -- I don't recall exactly.

15 **Q.** Okay.

16 **A.** There's so many receipts. So many paperwork.
17 There's so many filings, I really don't recall exactly.

18 **Q.** Okay. If the receipt -- withdraw that.

19 Let me hand you what's been marked as
20 Exhibit 4.

21 (Deposition Exhibit No. 4 was
22 marked for identification.)

23 Do you recognize that?

24 **A.** Yes.

25 **Q.** Okay. Exhibit 4 has Bates Numbers 002143.

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1 What is that?

2 **A.** It's a bank statement, I guess, or a sheet of
3 paper from Cairo Amman Bank.

4 **Q.** Okay. And when we were discussing a few minutes
5 earlier regarding the account that was closed for the
6 approximately 88-89,000, does this document accurately
7 reflect the balance in that account as that amount?

8 **A.** Yes.

9 **Q.** Okay. All right. When was -- was --

10 **MR. HARTMANN:** Excuse me, what's the date of
11 the document? Do you have a copy for counsel?

12 **MS. PERRELL:** I don't have. This is -- it is
13 attached. It's 002143.

14 **MR. HARTMANN:** Okay.

15 **Q.** **(Ms. Perrell)** The date of the document is
16 December 31st, 2010.

17 This is an account in your name, correct?

18 **A.** Yes.

19 **Q.** Okay. And this is one of those two accounts that
20 we were talking about a minute ago with the 88,000, correct?

21 **A.** Yes.

22 **Q.** Okay. And when did you close this account?

23 **A.** Probably --

24 **MR. HARTMANN:** Object. Counsel, this is
25 going into a topic that we specifically said we weren't

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1 going to examine today.

2 **MS. PERRELL:** The only reason I'm examining,
3 only reason, is because it's part of 2.7. That's the only
4 reason. It is one of those 2.7s. It's the only one.

5 **MR. HARTMANN:** So I'll be able to examine
6 Mr. Yusuf on -- on his Jordanian accounts as well?

7 **MS. PERRELL:** No, no, I'm not getting into
8 all the Jordanian accounts.

9 **MR. HARTMANN:** I'm simply saying, will I be
10 able to examine him on his Jordanian accounts as well, if
11 it's peripheral to one of my issues?

12 **MS. PERRELL:** If it's peripheral, yeah. I'm
13 not going into all of the claim and back and forth on that.

14 **MR. HARTMANN:** I will ask him questions about
15 the Jordanian accounts if I feel it's appropriate.

16 **MS. PERRELL:** If it -- if it comes up as part
17 of the -- this was an attachment to the 2.7. The 2.7 is one
18 of the -- one of the issues here.

19 **MR. HARTMANN:** That's fine, but one of the
20 arguments is that there's an offset --

21 **MS. PERRELL:** I understand.

22 **MR. HARTMANN:** -- between all these accounts,
23 so I will ask him today to list all of those accounts and
24 all of the amounts in those accounts.

25 **MS. PERRELL:** Okay, but we're not going to go

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1 there. That was the -- I'm just asking when did he close
2 this one, because it was part of this, for the 2.7.

3 **MR. HARTMANN:** What I'm saying is, that
4 account and amounts in that account are offset by other
5 accounts that Mr. Yusuf has.

6 **MS. PERRELL:** Well, all of this is offset.

7 **MR. HARTMANN:** Exactly. So you're just --
8 you're picking one out and saying, Let's talk about this as
9 though this is a legitimate amount that's owed from us to
10 you. And I'm simply going to say to him, Is it not true
11 that all these accounts exist and these are legitimate
12 offsets to the \$2.7 million as well.

13 **MS. PERRELL:** Okay. Let me -- let me
14 rephrase it.

15 **MR. HARTMANN:** I will stipulate --

16 **MS. PERRELL:** That this was part of this set?
17 That's what I'm trying to get to.

18 **MR. HARTMANN:** That's right.

19 **MS. PERRELL:** That's all.

20 **MR. HARTMANN:** We will stipulate that it's
21 part of that set and that no other testimony is necessary
22 with regard to it.

23 **MS. PERRELL:** Okay. Other than it's been
24 closed? Well, he's already testified that it's been closed,
25 so, okay. That's fine.

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1 **MR. HARTMANN:** And then I -- this afternoon,
2 I will ask Mr. Yusuf the status of all of the Jordanian
3 accounts, the amount that was in them, and whether they're
4 open or closed.

5 **MS. PERRELL:** Okay. Well, I think that goes
6 beyond --

7 **MR. HARTMANN:** Okay.

8 **MS. PERRELL:** -- and so I will make that
9 objection, because I'm trying to accommodate and stick by
10 what our agreement was. The only reason that was got into
11 was because it was part of the 2.7 and the basis for the
12 2.7.

13 **MR. HARTMANN:** And how is its status of being
14 open or closed relevant to that?

15 **MS. PERRELL:** Simply because when he closed
16 it, that was the -- that was part of the basis for
17 Mr. Yusuf's letter, that it had been closed and the money
18 had already been received and had taken, been taken out.
19 That was the issue.

20 **MR. HARTMANN:** Okay.

21 **MS. PERRELL:** So, that's all --

22 **MR. HARTMANN:** Okay.

23 **MS. PERRELL:** -- that we're -- that we're
24 arguing. All right.

25 **Q. (Ms. Perrell)** All right. Let me ask you about

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1 the, what we're calling the Dorthea property.

2 Are you familiar with the Dorthea condo?

3 **A.** Yes.

4 **Q.** Okay. When was the transaction for the Dorthea
5 condo -- well, let me ask you this: What was your
6 involvement relating to the sale of the Dorthea condo?

7 **A.** Not much.

8 **Q.** Okay. So is your knowledge of the sale and the
9 transaction firsthand?

10 **A.** No.

11 **Q.** Okay. So all you know about the Dorthea condo
12 sale and the transfer of Y & S -- well, let me ask you this:
13 Do you know anything about the transfer of Y & S stock?

14 **A.** Yes.

15 **Q.** And do you know -- and is your knowledge about
16 that firsthand?

17 **A.** Secondhand through Fathi Yusuf.

18 **Q.** Okay. All right. Did you have any ownership
19 interest in Y & S?

20 **A.** No.

21 **Q.** I believe there was another company called R & H.
22 Did you have any ownership interest in R & H?

23 **A.** I don't recall exactly the corporate structure or
24 the owners of that. It's been a while.

25 **Q.** Okay. And so with regard to the Dorthea condo, do

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1 you have any knowledge about payments and information from a
2 source, other than Mr. Yusuf, Mr. Fathi Yusuf?

3 **A.** Could you repeat that? I don't quite understand
4 what you mean by that.

5 **Q.** I'm just trying --

6 **A.** In relation to what?

7 **Q.** Okay. With regard to -- you're aware that the --
8 and I'm going to call it the Dorthea condo, all right?
9 Which we know was the sale of stock, you know, that was an
10 ownership interest in this Dorthea condo.

11 Do you know anything about that, other than
12 what Mr. Fathi Yusuf has told you about it?

13 **A.** No.

14 **Q.** Okay. What has Fathi Yusuf told you about the
15 Dorthea condo sale?

16 **A.** Fathi Yusuf came in with -- with a document to the
17 office one day. I'm not sure exactly what. And hand me a
18 document that states -- told me that we sold the property.
19 That says what was listed on the document and handwriting
20 and that he owed me 800 -- not owed me, but owed my dad or
21 the Hamed family, \$802,000.

22 **Q.** Okay.

23 **A.** And he wanted Shawn to go ahead and sign a
24 document that he brought over from him -- with him from
25 St. Thomas.

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1 **Q.** Okay. And why was he telling you this, do you
2 know?

3 **A.** 'Cause we communicate with that kind of stuff.
4 Fathi Yusuf always had a thing that he always talked about.
5 He always shared what was going on.

6 **Q.** Okay. All right. And this particular document,
7 was there any amount that you recall being sent over to pay
8 for the batch -- concrete batch plant?

9 **A.** I really don't recall that. And this is just news
10 to me right now.

11 **Q.** This is the first you've heard of that?

12 **A.** I've heard of it, I think, with some of the
13 answers about -- something about one seventy-five, but I
14 haven't really heard anything about that prior to that.

15 **Q.** Okay. So in your conversation with Fathi when he
16 brought you this handwritten document, you don't have any
17 recollection of him stating that out of the Hamed portion, a
18 hundred and fifty was sent to the batch plant?

19 **A.** He said a hundred and seventy-five, right?

20 **Q.** I said a hundred and fifty.

21 **A.** A hundred and fifty.

22 I know the document says what it says, and
23 I'm not too sure how is the 75, or how is the one
24 seventy-five, one fifty, but at the end of the day, the
25 document says -- he said that he owes us \$802,000 and he

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1 needed Shawn to go ahead and sign that document and he'll
2 pay us our half.

3 **Q.** Okay. And if you -- Mr. Yusuf brought this to
4 you, though, correct?

5 **A.** Yes.

6 **Q.** You don't have any independent knowledge of what
7 the appropriate calculations are, correct?

8 **A.** He brought it over.

9 **Q.** Okay. And if you --

10 **MR. HARTMANN:** Excuse me, at this point, I'm
11 going to object on the following basis -- you can continue
12 to answer -- in the most recent motion order pursuant to the
13 motion to compel, the judge made certain finding of facts of
14 record and it states unequivocally that the \$802,000 is
15 owed. That Mr. Yusuf has the million five that constitutes
16 the portion of the 802,000, and that that's due to the
17 Hameds.

18 The only -- the only issue left open after
19 that order was simply the question of the statute of
20 limitations timing. Subject to that objection, if you'll
21 allow me to make that as a continuing objection to any of
22 these questions, I'm fine with you asking him anything you
23 want. And if you'd like to go off record and review the
24 factual findings of the judge, I'd be more than happy to do
25 so.

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1 **A.** Excuse me, can I get some water?

2 **MS. PERRELL:** Yeah. You want to take a quick
3 break?

4 **MR. HARTMANN:** Sure.

5 **THE VIDEOGRAPHER:** Going off record. The
6 time is 12 -- or 10:03.

7 (Short recess taken.)

8 **THE VIDEOGRAPHER:** Going back on record. The
9 time is 10:04.

10 **Q.** **(Ms. Perrell)** All right. Back on the record.

11 Just to clarify, these conversations that you
12 had with Mr. Yusuf when he brought in this particular
13 paperwork, do you recall when those occurred?

14 **A.** Sometime in 2012.

15 **Q.** Okay. Do you recall whether that was in
16 St. Thomas or whether or not that was in St. Croix?

17 **A.** St. Croix for sure.

18 **Q.** Okay. And do you recall any other conversations,
19 any other parts of the conversation, besides what you've
20 already testified to?

21 **A.** What I recall right now is just basically that,
22 yes.

23 **Q.** Okay. All right. What other family member from
24 the Hameds would have greater knowledge of the Dorthea
25 transaction?

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1 **A.** My brother, Willie, and my brother, Shawn.

2 **Q.** Okay. One of the issues that's on the topic of
3 the agenda for today is checks that were provided to Neje
4 Yusuf.

5 Did you have any knowledge of -- well, let me
6 ask you this: Did he review any of the information relating
7 to that claim?

8 **A.** No, ma'am.

9 **Q.** Okay. So you don't have any information relating
10 to that?

11 **A.** No.

12 **Q.** All right. Do you have any information relating
13 to any withdrawals of cash by Neje from the safe?

14 **A.** No.

15 **Q.** Do you have any information regarding any alleged
16 use by Neje of -- by Neje partnership resources for any
17 private businesses that he's operating on St. Thomas?

18 **A.** No.

19 **Q.** Who, in your family, would have knowledge of that?

20 **A.** Willie.

21 **Q.** Okay. And with regard to the checks, the same?

22 **A.** Yes, ma'am.

23 **Q.** Okay. And with regard to any cash withdrawals,
24 would it also be Willie?

25 **A.** Yes.

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1 **Q.** There's a claim that's been made with regard to
2 expired or spoiled inventory.

3 Are you familiar with that claim?

4 **A.** Somewhat.

5 **Q.** Okay. What is it that is the -- the nature of
6 this claim? And are you the one that is the appropriate
7 person to -- to provide the information regarding this?

8 **A.** I might not be the appropriate, but I know
9 something about it.

10 **Q.** Okay. What is the nature of the claim?

11 **A.** Well, after the split in whatever month it was,
12 but there were -- we went through the store and we went
13 through the inventory, there was a lot of damaged goods that
14 were left behind. And subsequently, I think the accountant,
15 their accountant, or so-called our accountant as well,
16 Mr. -- what's his name? Gaffney?

17 **Q.** Um-hum.

18 **A.** And what they did is they gave themselves credit
19 for the spoiled products that were left in East, but they
20 never gave us the credit for the stuff that was in West.
21 And that's the nature of that claim.

22 **Q.** Okay. When you say "they gave us credit," or they
23 gave East credit, in what form?

24 **A.** In -- in the accounting that Gaffney was doing
25 overall. Exactly how it was happening, I don't know. But

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1 they actually gave themselves credit, but they refused to
2 give us credit for that.

3 **Q.** What is it that -- how -- how would you -- how
4 would West have received credit for it?

5 **A.** Like I told you, I really don't know much about
6 what's the dynamics of it, but we didn't get -- we didn't
7 receive credit as far as when they were doing the balancing
8 between the inventory and the value of the inventory
9 versus -- East versus West.

10 **Q.** Okay. Did you raise the issue to Mr. Gaffney?

11 **A.** My attorneys probably did, and my accountants did.

12 **Q.** Okay. So you -- that wasn't something that you
13 communicated with Gaffney directly?

14 **A.** No, ma'am.

15 **Q.** Okay. And, again, would you have been the person
16 that would have raised it, or was it another member of your
17 family?

18 **A.** I think it was really handled more -- 'cause we
19 really never had any direct communication with Gaffney,
20 because Gaffney was so-called the Yusuf's accountant. And
21 you have to understand that Fathi Yusuf and everybody else
22 put us, and is claiming that we don't want anything out of
23 the Plaza Extra. They instructed customers. They
24 instructed vendors. They've instructed all kind of people
25 that we don't want anything. That we have no say

WALEED "WALLY" HAMED -- DIRECT

1 whatsoever. We're not supposed to talk to this. We're not
2 supposed to do this. They pull us out of the accounts. So
3 really they put us in a box and we were just there at their
4 mercy.

5 **Q.** Okay. I'm going to object that that was
6 nonresponsive, but let me just ask you. I think -- I think
7 we can get to the small part of this is, you didn't
8 communicate with directly Fathi Yusuf -- I'm sorry, with
9 John Gaffney regarding the spoiled inventory issue; is that
10 correct?

11 **A.** I didn't, no.

12 **Q.** Okay. It's correct, yes?

13 **A.** It's correct.

14 **Q.** Okay. All right. And --

15 **MR. HARTMANN:** I'm sorry, did you say you
16 objected to his answer?

17 **MS. PERRELL:** His original answer was, I
18 thought, nonresponsive.

19 **MR. HARTMANN:** But you can follow it up.

20 **MS. PERRELL:** Well, I think I did with the
21 second question.

22 **MR. HARTMANN:** I just mean you can't object
23 to an answer that the witness gives.

24 **MS. PERRELL:** Well, I think it is
25 nonresponsive, and I can continue and then ask -- I did. I

WALEED "WALLY" HAMED -- DIRECT

1 felt like I followed up already.

2 **MR. HARTMANN:** I just -- I wasn't used to
3 people objecting to the witness' answer.

4 **MS. PERRELL:** I think it's unresponsive, but
5 the second answer I think is responsive, he said he didn't
6 speak to Mr. Gaffney about it directly.

7 **Q. (Ms. Perrell)** All right. There is a claim that's
8 being made regarding to the rent for the, I think it's the
9 Triumphant church for some land in St. Thomas.

10 Do you have any knowledge relating to that?

11 **A.** No, ma'am.

12 **Q.** Do you know which of your family members does have
13 knowledge relating to this?

14 **A.** Willie.

15 **Q.** Okay. All right. Let me ask you regarding
16 United's corporate franchise taxes and annual franchise
17 fees.

18 Do you have any information relating to that
19 issue?

20 **A.** Yes.

21 **Q.** Okay. All right. This claim appears to be quite
22 small. The claim that you are making is for \$2,300.

23 What is the nature of the claim?

24 **A.** United Corporation was paying franchise taxes, I
25 think, and the corporate filing through Plaza Extra

WALEED "WALLY" HAMED -- DIRECT

1 accounts, if I'm correct.

2 Q. Okay. And you're saying that that's not something
3 that should have been charged to the partnership?

4 A. Correct.

5 Q. And this is the extent of that claim, \$2,300?

6 A. I assume, yes.

7 Q. Okay. Was there anybody else besides you that
8 would have any information about this claim?

9 A. I doubt.

10 Q. Okay. All right. You have another claim for
11 partnership funds used to pay the shopping center's property
12 insurance.

13 Do you have any information about that claim?

14 A. Yes.

15 Q. Okay. What's the nature of that claim?

16 A. Well, United Corporation, United Shopping Plaza
17 was getting the benefit out of the property insurance that
18 Plaza Extra partnership paid for.

19 Q. All right. Don't you agree that the shopping --
20 that the Plaza -- the -- the space utilized by the Plaza
21 Extra stores, store, and Plaza Extra East, that the
22 partnership was required to pay for that insurance?

23 A. The location where Plaza Extra Sion Farm location
24 is, right?

25 Q. Yes.

WALEED "WALLY" HAMED -- CROSS

1 **A.** As far as -- is it property insurance or is it --
2 property insurance you're talking about?

3 **Q.** Correct.

4 **A.** Yes.

5 **Q.** So the partnership would be responsible for that?

6 **A.** For the property insurance. For the property
7 insurance that is being occupied by Plaza Extra Sion Farm.

8 **Q.** Okay.

9 **A.** Not the whole shopping center.

10 **Q.** Okay. So that's the dispute?

11 **A.** Yes.

12 **Q.** Okay. Do you know the amount of the dispute?

13 **A.** No, not offhand.

14 **MS. PERRELL:** Okay. All right. I just need
15 2 minutes to chat with my clients, so if we do that. Make
16 sure I haven't missed anything.

17 **THE VIDEOGRAPHER:** Going off record. The
18 time is 10:15.

19 (Short recess taken.)

20 **THE VIDEOGRAPHER:** Going back on record. The
21 time is 10:21.

22 **MS. PERRELL:** Okay. Back on the record. I
23 don't have anymore questions for this witness, subject to
24 any rebuttal.

25

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CROSS-EXAMINATION

BY MR. HARTMANN:

Q. Okay. I have several cross-examination questions.

You testified in answer to counsel's question that you broke through the wall in '94; is that correct? In Bay 5?

A. Probably, yeah.

Q. About?

A. About that time, yes.

Q. And after you broke through the wall, was the property rented to other people, other than the supermarket?

A. Yes.

Q. Plaza Extra Supermarket?

A. Yes.

MS. PERRELL: Objection. Objection. The property?

MR. HARTMANN: Bay 5.

MS. PERRELL: Okay.

A. Yes.

Q. (Mr. Hartmann) And -- and what happened to the -- the Plaza Extra materials that were stored in there when other tenants took over that property?

A. Fits right in the store. In the warehouse.

Q. Okay. Did -- did United need that space?

A. I'm sorry?

WALEED "WALLY" HAMED -- CROSS

1 Q. Bay 5?

2 A. Bay 5, yes.

3 Q. Okay.

4 A. Any time they needed any space, they take it.
5 They take it back, or they utilize it, they rent it out,
6 whatever they do.

7 Q. And did they come to you and discuss that
8 arrangement with you, as though you were a tenant?

9 A. It's not -- it's not -- they didn't come to me to
10 arrange it or anything like that. So if it's rented, we get
11 our stuff out and -- excuse me, and put it in the warehouse.

12 Q. Okay. And how many times did that happen,
13 approximately?

14 A. Several times.

15 Q. Okay. Now, counsel asked you a question as to
16 whether -- whenever there wasn't a tenant in the premises,
17 did you always use it every day otherwise?

18 A. No, sir.

19 Q. Okay. So how much of the -- when there were other
20 tenants in there, how much of the time did it just stay
21 empty?

22 A. Different times. I mean, I really can't put a
23 number on it, but on and off over the years. It's just
24 different times, different days. Any time they needed it,
25 they wanted to rent it out, whatever, our stuff comes out.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** Okay. I'm going to pick a date at random, simply
2 because it happens to match up with the document that
3 counsel handed you.

4 In July and August of 2001, do you remember
5 whether the Plaza Extra Supermarket materials were in Bay 5
6 at that date?

7 **A.** I'm not quite sure of that.

8 **Q.** Why not?

9 **A.** I don't recall. I think it was -- probably was
10 rented, maybe not. Maybe, maybe it is, because we really
11 never used things always. It was in and out and they had
12 different tenants in there.

13 **Q.** But -- but what I'm asking you is they presented
14 you with a document. Could you look at that document,
15 please? The document that counsel gave you. She asked you
16 if you'd ever seen this document and you said you hadn't.
17 This was Exhibit 2.

18 **A.** Oh, she asked me not to go through it.

19 **Q.** She asked you not to go through it?

20 **A.** It's just the first page. Asked me not to go
21 through it. If you guys go back. I didn't flip through it,
22 so I don't know what's in here.

23 **Q.** So would you take a look through it now?

24 **A.** Sure.

25 **MS. PERRELL:** I would object that he can't

WALEED "WALLY" HAMED -- CROSS

1 testify as to any information relating to this document,
2 because he said he had never seen it before.

3 **MR. HARTMANN:** Well, he's never seen this
4 document.

5 **MS. PERRELL:** So he has knowledge of this
6 document.

7 **MR. HARTMANN:** That's right, but he may have
8 seen documents inside. You didn't show him anything inside.

9 **MS. PERRELL:** Oh, well.

10 **A.** What page?

11 **Q. (Mr. Hartmann)** I just asked you to look it over
12 and tell me if you've seen any of the documents inside of
13 this.

14 **A.** If -- if I have seen them?

15 **Q.** Yeah. I direct your attention to the document
16 that's labeled FBIX 237825 at the lower left-hand corner.
17 And it says "Tenant List" at the top in handwriting.

18 **A.** Yes.

19 **Q.** Okay. First of all, do you know whose handwriting
20 that is?

21 **MS. PERRELL:** Okay. First of all, objection.
22 The question was, has he ever seen this document before?

23 **Q. (Mr. Hartmann)** Yes. Have you ever seen this
24 document before?

25 **A.** Yes.

WALEED "WALLY" HAMED -- CROSS

1 Q. Okay. Do you know whose handwriting that is at
2 the top?

3 A. No.

4 Q. Okay. Do you know who the handwriting is on the
5 sides?

6 A. No.

7 Q. Do you know what date this document was written?

8 A. It says 7-27, 2001.

9 Q. Well, I understand that, but do you know --

10 A. No.

11 Q. -- what date it was done on?

12 Okay. Do you know who would know what date
13 it was done on?

14 A. Mike Yusuf, Fathi Yusuf. I guess the manager at
15 the time that -- works for United Shopping Center.

16 Q. Was that Mr. Gill?

17 A. Not too sure who it was at that time.

18 Q. Okay. And if you look down on the left side of
19 the document, it says Bay 2. And then it says, "U-Rental &
20 Sales." Then it says Bay 3, "American Beeper." Then it
21 says Bay 4, "Vacant." Then it says Bay 5, "plaza
22 extra-Vacant," okay?

23 So using this document to refresh your
24 recollection as to the status of Bay 5 on July 27th, '01,
25 can you tell me whether that part -- that bay was occupied

WALEED "WALLY" HAMED -- CROSS

1 in July of 2001?

2 **A.** No, it says vacant.

3 **Q.** Okay. But -- but do you have any personal
4 knowledge?

5 **A.** No.

6 **Q.** Okay. Who would have that personal knowledge?

7 **A.** Fathi Yusuf, Mike Yusuf, or the property manager.

8 **Q.** Okay. So -- so they might be able to tell you
9 whether it was vacant or not; is that correct?

10 **A.** Yes.

11 **Q.** Okay. And did they -- do you know -- were you
12 involved in the rental of these properties?

13 **A.** No, sir.

14 **Q.** Why not?

15 **A.** It's not my job. That's not -- we don't have no
16 interest in it.

17 **Q.** Okay. So you didn't have any interest?

18 **A.** Absolutely.

19 **Q.** Okay. So you were asked if you had gone into
20 Mr. Gill's office, or could have gone into Mr. Gill's
21 office.

22 Did you go into Mr. Gill's office to get this
23 document?

24 **A.** Absolutely not.

25 **Q.** Okay. Or Mr. Luff. I'm sorry.

WALEED "WALLY" HAMED -- CROSS

1 And -- and -- and -- and do you know where
2 you did get this document or where your counsel got it?

3 **A.** I guess from their attorneys or from their
4 accountants.

5 **Q.** Okay. I'll ident -- I'll direct your attention to
6 the Bates number at the bottom of this document.

7 **MS. PERRELL:** I would object. The Bates
8 number at the bottom of the document is your internal
9 notification. It is not part of the original document. So
10 it is not an indicator as to what and where the document
11 came from, other than it's your representation of it. So I
12 would object that it would have any information that he
13 would be able to utilize.

14 **Q. (Mr. Hartmann)** Okay. You can answer the question.
15 Do you see the Bates number at the lower
16 left-hand corner?

17 **A.** Yes.

18 **Q.** And what is the Bates number?

19 **A.** You're referring to the 825, right?

20 **Q.** Yeah. Read the whole number, please.

21 **A.** FBIX 237825.

22 **Q.** Okay. And do you know what the internal
23 designation of the Hamed documents of FBI means?

24 **MS. PERRELL:** Same objection. This is your
25 internal. This is not necessarily his knowledge, and it was

WALEED "WALLY" HAMED -- CROSS

1 not part of the original document.

2 **Q. (Mr. Hartmann)** You can answer the question.

3 **A.** I'm not quite sure. I think these may be
4 documents that were in the database that the FBI took or
5 something like that, but that's --

6 **Q.** Okay. And just briefly explain what the database
7 was that the -- what you mean when you say "the database
8 that the FBI took."

9 **A.** When the FBI, or whomever. I mean, when the
10 government raided the Plaza Extra stores and raided the Sion
11 Farm location, they basically took almost all the documents
12 from the store.

13 **Q.** Okay. And at some point later, did they give you
14 back -- or you or your counsel back those documents?

15 **A.** Yes, they did.

16 **Q.** In what form?

17 **A.** CD form or computer-generated form.

18 **Q.** Okay. And so if this document had been supplied
19 to your counsel by the FBI, that would be on that CD?

20 **A.** Yes.

21 **Q.** Okay. And did the FBI later supply additional
22 documents to your counsel?

23 **A.** I assume so, yes.

24 **Q.** Okay. And do you know if a repository was set up
25 on St. Thomas between Dudley, Topper and Feuerzeig and the

WALEED "WALLY" HAMED -- CROSS

1 Law Office of Joel Holt for the holding of such documents?

2 **A.** Yes, sir.

3 **Q.** Okay. And do you, on a monthly basis, receive a
4 bill for that facility?

5 **A.** We've seen bills and we've paid the bill, yes.

6 **Q.** And -- and do you pay those bills?

7 **A.** Yes.

8 **Q.** Okay. And -- and in that facility, among other
9 things, are documents supplied by the FBI?

10 **A.** Yes.

11 **Q.** Okay. I'd ask you to flip over two pages from
12 where you are now. Oh, I'm sorry. Excuse me.

13 Before you flip over, still on Bates Number
14 825, would you look down to Bay 8?

15 **A.** Yes.

16 **Q.** And what does that say?

17 **A.** "Vacant." "Plaza extra-Vacant."

18 **Q.** And do you, of your personal knowledge, know
19 whether Bay 8 was vacant on 7-27 of '01?

20 **A.** It could be, could not be. It's possible.

21 **Q.** Well, I notice that some of these things say Plaza
22 Extra vacant, like 5, 7, 8, and some of them just say
23 vacant.

24 Do you have any knowledge what that means?

25 **A.** No.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** Okay. Okay. I'd ask you to flip over two pages
2 to the document that ends in Bates number -- that is
3 Document HAMD669274 (sic).

4 **A.** Yes.

5 **Q.** And it's titled "Accounts Receivable Current
6 Month." And does there appear a date on that document?

7 **A.** Appears to be a date of August 22nd, 2001.

8 **Q.** Okay. Now, do you, of your own personal
9 knowledge, know whether this document was created on that
10 date?

11 **A.** No.

12 **Q.** Do you know if any of the information on it is
13 correct?

14 **A.** No.

15 **Q.** Okay. I'd ask you to look at the entry for Bay 2.
16 Excuse me, Bay 5.

17 **A.** Yes.

18 **Q.** And does it -- does it state whether it was vacant
19 or not?

20 **A.** Yes, says "plaza extra-Vacant."

21 **Q.** Okay. And I'd also ask you to look at the one for
22 8.

23 **A.** Same thing.

24 **Q.** Vacant as well.

25 **A.** Yes, sir.

WALEED "WALLY" HAMED -- CROSS

1 **MS. PERRELL:** Objection. It doesn't say
2 vacant. It says, "plaza extra-Vacant," correct?

3 **A.** Yes.

4 **MR. HARTMANN:** Counsel, you can object.

5 **MS. PERRELL:** Well, he's not reading it
6 correctly.

7 **MR. HARTMANN:** Okay.

8 **MS. PERRELL:** So objection.

9 **Q.** (Mr. Hartmann) So the objection is that he didn't
10 read it correctly.

11 So could you re-read it?

12 **A.** Says "plaza extra-Vacant."

13 **Q.** Okay. Thank you.

14 And contemporaneously, in months 7 and 8 of
15 2004, were you being provided with copies of -- of these
16 materials?

17 **A.** Absolutely not.

18 **Q.** Okay. Okay. Now, you were asked some questions
19 by counsel about Judge Brady's rent order and what it did or
20 didn't show.

21 You said that -- in response to her request,
22 that you felt that you were paying rent on the entire --
23 anything that was being used by the supermarket; is that
24 correct?

25 **A.** Yes, sir.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** Okay. And what makes you think that? Why did you
2 think you were paying the rent on 5 and 8, as well as
3 anything else at Sion Farm?

4 **A.** 'Cause the agreement and the discussions and the
5 final payment never stated whether it was by square footage
6 or not. Everything that was occupied by Plaza Extra Sion
7 Farm location. We agreed on the rent for everything that
8 Plaza Extra Sion Farm used.

9 **Q.** What do you -- what do you -- what do you mean by
10 that?

11 **A.** There was no square footage discussed. There was
12 no --

13 **Q.** Discussed when?

14 **A.** At one time or another, we discussed it with
15 Fathi.

16 **Q.** Okay. So what you're saying, if I understand you,
17 is that rent was paid for the entire enterprise of Plaza
18 Extra, regardless of which facilities?

19 **A.** Yes, at the Sion Farm location.

20 **Q.** And counsel showed you a check. Did she show you
21 the check, or did she just testify about it?

22 **A.** I didn't -- no, she didn't present me the check,
23 but she testified about it.

24 **Q.** Okay. Do you recall that check?

25 **A.** Yes.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** And do you recall what the check stated in terms
2 of what it was for?

3 **A.** It was for Plaza Extra Sion Farm location.

4 **Q.** Okay. And -- and was that paid at the end of
5 the -- of a negotiation with Fathi Yusuf?

6 **A.** Yes.

7 **Q.** Could I have the exhibit stickers? What number
8 are we on?

9 **MS. PERRELL:** Five.

10 (Deposition Exhibit No. 5 was
11 marked for identification.)

12 **Q.** **(Mr. Hartmann)** I'm going to show you -- I'm going
13 to show you what has been cross-marked. Has two different
14 numbers on it. It has Exhibit 5, which is continuous of
15 the -- the exhibits that counsel has been showing you this
16 morning, but I'll also be using it later today in the
17 deposition of Mr. Yusuf, so it's marked Claim Y-2 Exhibit 3,
18 and ask you if can identify what that document is?

19 Okay. Can you identify what that document
20 is?

21 **A.** Yes, it's a check dated February 7th, 2012 in the
22 amount of 5,408,806.74 cents made out to United Shopping
23 Plaza, out of the Plaza Extra operation account. "Memo:
24 PLAZA EXTRA (SION FARM) RENT."

25 **Q.** Okay. And was that -- is that the check that you

WALEED "WALLY" HAMED -- CROSS

1 were referring to when you were examined by counsel?

2 **A.** Yes.

3 **Q.** Okay. And now that you've seen that check, do you
4 recall how that number was arrived at?

5 **A.** Yes.

6 **Q.** Okay. And how was that?

7 **A.** Well, Fathi Yusuf came up with a -- a typed-out
8 paper. Discussed what the Plaza Tutu was paying and how the
9 rent was going. And he always said, Well, based on what was
10 going on at the time, Plaza Tutu was really doing a lot much
11 better business in St. Thomas than St. Croix. And now it's
12 reversed, where Plaza Sion Farm is doing much more business
13 than the Plaza Tutu, so, therefore, it's going to be based
14 on percentage of sales, and we went through the calculation
15 and came up with the number for the entire rent for Plaza
16 Extra Sion Farm of five million four -0- eight.

17 **Q.** Okay. And I'm now going to show you a document
18 that's been cross-labeled Exhibit 6 for the purpose of this
19 deposition, but which I'll be using this afternoon as
20 Exhibit Claim Y-2, Exhibit 2.

21 (Deposition Exhibit No. 6 was
22 marked for identification.)

23 Could you tell me what that document is?

24 **A.** That's the calculation that Fathi came up with.
25 That he presented to me.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** And could you show me where, on that document, it
2 denotes which square footage is being charged for?

3 **A.** None.

4 **Q.** What do you mean, "none"?

5 **A.** There's no square footage here.

6 **Q.** What do you mean by that?

7 **A.** There's no square footage for Plaza Tutu or -- I'm
8 sorry, for Plaza Sion Farm.

9 **Q.** Well, how did you know what you were paying for?

10 **A.** We based it on -- we based it on sales.

11 **Q.** Sales of what?

12 **A.** Sales of the store. Of the Plaza Extra Sion Farm
13 store.

14 **Q.** So you were paying rent for anything that Plaza
15 Extra Sion Farm store was using?

16 **A.** It was allocated as that, yes.

17 **Q.** How do I know that?

18 **A.** Well, that's what it says. I mean, it's right
19 there. Percentage that we ended up with was total -- paid
20 as a percentage of sales, okay, which comes up to
21 2.33 percent of sales. Over a period of -- from 2004 to
22 2011, you have \$273 million in sales.

23 **Q.** So what you're saying is that when you and Mr. --
24 who did these negotiations? Was this Mr. Yusuf and yourself
25 or Mr. Yusuf and your father? Who did this?

WALEED "WALLY" HAMED -- CROSS

1 **A.** Me and Mr. Yusuf.

2 **Q.** Okay. So when you negotiated for the -- this
3 \$504,000 -- \$5,400,000, you're saying that Mr. Yusuf was
4 charging the overall entity, the grocery store, for whatever
5 it was using at Sion Farm based on sales, not square
6 footage; is that correct?

7 **A.** That is correct, sir.

8 **Q.** Okay. And -- and I would ask you to look at the
9 very last line of that. And if you would read the whole
10 line, both the written and the -- the amount?

11 **A.** I'm not sure I followed you. Where is that?

12 **Q.** The final line starting with the word
13 "calculated," if you could read that into the record?

14 **A.** "Calculated Rent --

15 **Q.** Uh-huh.

16 **A.** -- as a % of Sales Sion Farm 5,408,806.74."

17 **Q.** So that says "Sion Farm."

18 Could you tell me what Sion Farm is?

19 **A.** Sion Farm is Plaza Extra, referred to as Plaza
20 Extra East, in the United Shopping Plaza.

21 **Q.** And so pursuant to these negotiations, did you and
22 Mr. Yusuf do -- do any writing which was signed?

23 **A.** No, sir.

24 **Q.** Okay. But pursuant to these, you did do a check
25 which was signed, which we already looked at, which was

WALEED "WALLY" HAMED -- CROSS

1 Exhibit 5?

2 **A.** Yes, sir.

3 **Q.** Okay. And that's why, at the bottom of that
4 document, it says rent for Sion Farm, not rent for a
5 particular square footage, or a particular bay, or a
6 particular storage area, or anything else; is that correct?

7 **A.** That's correct.

8 (Respite.)

9 **Q.** And counsel read you -- or told you what was in
10 Judge Brady's order.

11 Do you know, either as you were answering her
12 questions or as you sit here today, what was actually in
13 that order?

14 **A.** Not offhand, no.

15 **Q.** Okay. So if she told you it said something, do
16 you know if it said that?

17 **A.** No.

18 **Q.** Okay.

19 **A.** I would have to see the document.

20 **Q.** Do you know if -- if, for instance, Judge Brady's
21 order said how the rent for 5 and 8 should be dealt with?

22 **A.** I don't recall, no.

23 **Q.** Do you recall that -- Judge Brady's order that
24 said 5 and 8 should be dealt with separately and was not
25 covered in his order?

WALEED "WALLY" HAMED -- CROSS

1 **A.** No, I don't recall.

2 **Q.** Okay. Do you know if Judge Brady's order said
3 anything at all about Bays 5 and 8?

4 **A.** I'm sorry?

5 **Q.** Did his order say anything about the rent in 5 and
6 8?

7 **A.** No.

8 **Q.** Do you know if Fathi Yusuf has previously tried to
9 get the rent for 5 and 8?

10 **A.** Yeah, he tried.

11 **Q.** And do you know what Judge Brady said about that?

12 **A.** Don't recall exactly, sir, no.

13 **Q.** Okay. So the truth of the matter is you don't
14 really have any idea whatsoever about what Judge Brady has
15 really said or not said, do you?

16 **A.** I don't recall right now.

17 **Q.** Okay. And when counsel testified about what was
18 in that order, then asked you questions about it, you were
19 simply responding to what she said was in the order?

20 **A.** Yes. I mean, there's so many documents, so many
21 orders, so many things, I'm sorry.

22 **Q.** But if she misled you as to what was in the order,
23 your answers wouldn't mean anything, would they?

24 **A.** That's true.

25 **Q.** Do you know if -- you said that the property

WALEED "WALLY" HAMED -- CROSS

1 owners -- the property managers, excuse me, were -- worked
2 at the facility, at the Sion Farm store, what we call the
3 East store; is that correct?

4 **A.** Yes.

5 **Q.** Okay. Do you know whether they were employees of
6 United or whether they were employees of a separate company?

7 **A.** They were employees, I believe, of United
8 Corporation. They represented United Corporation Shopping
9 Center.

10 **Q.** So you think that -- you think that Mr. Luff
11 worked for Mr. Yusuf?

12 **A.** Yes.

13 **Q.** Okay. And so where would Mr. Luff's, or any of
14 the other property manager's, records be?

15 **A.** I assume in that -- in the office.

16 **Q.** Okay. And do you have any of those records?

17 **A.** No, sir.

18 **Q.** And do you know if your counsel has tried to get
19 those records from Mr. Yusuf?

20 **A.** I believe they tried, yes.

21 **Q.** And do you know if Mr. Yusuf has ever produced
22 them?

23 **A.** Entirely, I don't -- I don't think so. I don't
24 think he ever did.

25 **Q.** Okay. Do you know if, in fact, Special Master

WALEED "WALLY" HAMED -- CROSS

1 Ross, who's issued an order compelling Mr. Yusuf to supply
2 those records?

3 **A.** I believe he did.

4 **Q.** Do you know if Mr. Yusuf has presented any of
5 those records pursuant to that order?

6 **A.** I'm not sure if he did. I don't think he did.

7 **Q.** Okay. But you've never seen any such records
8 produced by Mr. Yusuf pursuant to Judge Ross's order, have
9 you?

10 **A.** No, sir.

11 **MS. PERRELL:** I would object, your Honor.
12 Your Honor. I would object. There were documents that were
13 produced pursuant to the order.

14 **MR. HARTMANN:** I'm asking about these
15 records.

16 **MS. PERRELL:** Okay. That's different.

17 **MR. HARTMANN:** The property management
18 records.

19 **MS. PERRELL:** Okay. Different. The way that
20 the question came out, it seemed like you were saying --

21 **Q. (Mr. Hartmann)** I'm sorry. Let me strike the
22 question. Let me rephrase it.

23 We've looked at the July 2001 and the
24 August 2001 property management records that were created by
25 a United employee and provided to United.

WALEED "WALLY" HAMED -- CROSS

1 Do you remember looking at those two?

2 **MS. PERRELL:** I would object. That misstates
3 the testimony. He does not know, because he said he was not
4 familiar with those records and who produced them.

5 **Q. (Mr. Hartmann)** Okay. Have you seen any records
6 that look like those documents?

7 **A.** Recently, yes.

8 **Q.** I mean, aside from --

9 **A.** Yes.

10 **Q.** -- aside from this deposition?

11 **A.** Well, no, yes. No, I haven't.

12 **Q.** Okay. And -- and would you have normally received
13 them in the course?

14 **A.** Absolutely not.

15 **Q.** Okay. And who was in charge of property
16 management, if you know, for United Corporation?

17 **A.** Who was in charge of -- sorry. Could you repeat
18 the question?

19 **Q.** In other words, who would Mr. Luff have reported
20 to?

21 **A.** Fathi Yusuf and Maher Yusuf.

22 **Q.** Okay. I'd like to turn to counsel's questions
23 regarding the balance of the \$2.7 million.

24 Did Mr. Yusuf and his son remove \$2.7 million
25 from a Plaza Extra operating account?

WALEED "WALLY" HAMED -- CROSS

1 **A.** Yes.

2 **Q.** Okay. Did Mike Yusuf eventually testify at a
3 hearing as to what was done with that money?

4 **A.** Yeah, I think first day, he stated one thing and
5 the following day, he stated a different thing.

6 **Q.** And what -- what was his final answer?

7 **A.** His final answer, that he used it for property, I
8 believe, or a mattress company.

9 **Q.** Okay. But he used it for some enterprise
10 unrelated to the supermarket?

11 **A.** Totally unrelated to the supermarket.

12 **Q.** And while going -- while that was going on, did
13 you -- were you informed that the 2.7 million was going to
14 be withdrawn from the account?

15 **A.** Could you repeat the question, please?

16 **Q.** Were you informed in advance that they were --
17 that Fathi and Mike Yusuf were going to withdraw the 2.7
18 million from the account to use to purchase other
19 businesses?

20 **A.** I was informed by a letter, but not prior to it
21 being removed. It was removed, then I was supplied with the
22 letter.

23 **Q.** Okay. And -- and when you were supplied with the
24 letter, were you told either in that letter or any other
25 time that -- did Mr. Yusuf ever say to you, Look, I need

WALEED "WALLY" HAMED -- CROSS

1 \$2.7 million to invest in some other businesses?

2 **A.** No.

3 **Q.** Okay. And when you found out that he had taken
4 the \$2.7 million, did you say to him, Hey, wait a second,
5 I've got other claims besides your 800 -- your \$80,000
6 claim?

7 **A.** Yes, we did send a letter back and we told him
8 that.

9 **Q.** And did you have lots of claims back and forth
10 with him?

11 **A.** Yes.

12 **Q.** Okay. And did he list any of those?

13 **A.** No.

14 **Q.** So how would -- I'm perplexed. How did Mr. Yusuf
15 know that you owed him \$2.7 million if there were, say these
16 claims that counsel went into, at a foreign bank and other
17 claims if he didn't calculate both sides of the ledger?

18 **A.** I'm the same way as you are, perplexed.

19 **Q.** You were perplexed?

20 **A.** Yeah.

21 **Q.** Yeah, but what I'm saying is, how would he know --
22 how would you know or how would he know what the true tally
23 was between the parties?

24 **A.** Really don't.

25 **Q.** And did you list -- when you wrote back to him, or

WALEED "WALLY" HAMED -- CROSS

1 your counsel wrote back to him, did you say, Wait a second,
2 it's not just this 1.6 million and this \$80,000 and this
3 other money, there's a whole bunch of other stuff between
4 us?

5 **A.** Yes.

6 **Q.** Okay. And was one of the things that you
7 mentioned, for instance, that he owed you \$802,000 for
8 Dorthea?

9 **A.** Yes, that he promised to pay us as soon as we
10 signed that release.

11 **Q.** Okay. So both sides had a lot of claims back and
12 forth, right?

13 **A.** Yes.

14 **Q.** And how were those claims being handled?

15 **A.** What you mean, as far as back then, now, or --

16 **Q.** Now.

17 **A.** Now it's being done through the attorneys and
18 accountants.

19 **Q.** Through an accounting process?

20 **A.** Yes.

21 **Q.** And -- and does -- does the \$2.7 million have
22 anything whatsoever to do with the money that counsel is
23 discussing with you in those banks, anymore than, say the
24 802,000 for Dorthea does, or any other amounts?

25 **A.** No, I don't -- I'm sorry, I don't understand the

WALEED "WALLY" HAMED -- CROSS

1 question.

2 **Q.** It was a poorly-worded question.

3 He took \$2.7 million out of a partnership
4 account, right?

5 **A.** Yes.

6 **Q.** And he said you weren't really a partner?

7 **A.** That's correct.

8 **Q.** Okay. And he threw you out of the stores?

9 **A.** Yes.

10 **Q.** Tried to throw you out of the stores. He called
11 the police, correct?

12 **A.** Yes.

13 **MS. PERRELL:** I would object that this is
14 going far afield of what the issues are. We're not
15 disputing the partnership issue now. The reason for getting
16 into the various numbers is those were the justifications
17 provided for the removal of the 2.7.

18 **MR. HARTMANN:** Okay.

19 **MS. PERRELL:** So to go back into the whole
20 partnership issue, there was an accounting provided in 2012
21 as to the reasoning for the taking of the 2.7. So I would
22 object that your question misstates testimony and goes far
23 afield of the amounts and the topics that we had agreed to
24 address.

25 **Q. (Mr. Hartmann)** Okay. So when the letter was sent

WALEED "WALLY" HAMED -- CROSS

1 to you about the 2.7, you said, Hey, wait a bunch (sic). We
2 got a bunch of claims, too?

3 **A.** That's correct, yes.

4 **Q.** And all of those independent claims totally
5 unrelated to the 2.7 are now being handled as separate
6 individual claims; is that correct?

7 **A.** That's correct.

8 **Q.** Okay. Why does the -- why does the -- the amount
9 of money in the Jordanian bank relate to the 2.7 any more
10 than the 802,000 for Dortehea does?

11 **A.** Really don't know why.

12 **Q.** Okay. So -- so there's nothing that relates the
13 1.6 and other things listed in that letter to the 2.7 any
14 more than any other claims, is there?

15 **A.** No.

16 **Q.** Okay. And has -- have you repeatedly tried to get
17 the 2.7 from Mr. Yusuf?

18 **A.** Yes.

19 **Q.** And has Mr. Yusuf, in fact, said that he would pay
20 the 2.7?

21 **A.** I'm not too sure if I recall that, but --

22 **Q.** Okay. Okay. You were asked with regard to
23 Dortehea, whether you had firsthand knowledge. That's a
24 pretty loose term, so I'm going to go back and ask you what
25 you actually did and didn't do and said and didn't say, as

WALEED "WALLY" HAMED -- CROSS

1 opposed to generally inquiring to the concept of firsthand
2 knowledge, okay? Okay.

3 So back in 1994, you knew that the Y & S
4 Corporation was formed?

5 **A.** Yes, sir.

6 **Q.** Okay. And you knew that a contract was formed to
7 sell Y & S's assets, including the Dorthea condos to -- to a
8 third party; is that correct?

9 **A.** Yes, sir.

10 **Q.** And knew that the third party was Salem?

11 **A.** Yes.

12 **Q.** Okay. And tell me, if you will, counsel asked you
13 questions about what happened in January of 2012 with regard
14 to Mr. Yusuf coming to you. Tell me exactly what happened
15 in that conversation.

16 **MS. PERRELL:** I would object. I believe that
17 that misstates the testimony. A particular month was not
18 testified to.

19 **Q.** **(Mr. Hartmann)** Okay. You testified that in 2012,
20 Mr. Yusuf came to you and wanted Shawn to sign a document;
21 is that correct?

22 **A.** Yes.

23 **Q.** Okay. And that if Shawn signed the document,
24 you'd get \$802,000; is that correct?

25 **A.** That is correct.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** Okay. And do you know what capacity Mr. Yusuf was
2 coming to you? Do you know what his role was with regard to
3 that contract?

4 **A.** I believe he was what you call a nominee.

5 **Q.** And -- and what was your understanding of what a
6 nominee is?

7 **A.** That he would finish the transaction. That he
8 would supply Attorney King with the documents necessary and
9 receive the money and subsequently would give us our half.

10 **Q.** Okay. So he came with a document that he wanted
11 Shawn to sign to release the shares of Y & S Corporation; is
12 that correct?

13 **A.** Yes.

14 **Q.** And in return, he showed you a sheet that said you
15 would receive \$802,000; is that correct?

16 **A.** Yes.

17 **Q.** Okay. And how do you know that that was at the
18 same time that the document to release the shares was -- was
19 given to you?

20 **A.** 'Cause he came to us with that --

21 **Q.** Okay.

22 **A.** -- at the time.

23 **Q.** And why didn't he just give you the money?

24 **A.** He needed the document to get the money.

25 **Q.** Okay. So, in other words, what was Mr. Yusuf

WALEED "WALLY" HAMED -- CROSS

1 going to do with the document he got from Shawn?

2 **A.** He was going to give it to Attorney, I believe,
3 King, and then Attorney King would process the transaction,
4 and Mr. Salem would pay Fathi for the funds and then we'd
5 split it.

6 **Q.** Okay. And do you know if Mr. -- do you,
7 personally, know of your own knowledge, whether Mr. Yusuf
8 did receive the funds then? Did he ever -- did he ever
9 personally tell you? Did you ever see a bank account? Do
10 you have any personal knowledge?

11 **A.** I've never seen a bank account, but I know he did
12 receive the money. He told us so.

13 **Q.** Okay. He told you, at that time, that he received
14 the money?

15 **A.** Yes.

16 **Q.** Okay. Did he tell you what he did with the money?

17 **A.** He probably --

18 **Q.** No. Just yes-or-no question.

19 **A.** Yes.

20 **Q.** He told you he did receive the money then?

21 **A.** Yes.

22 **Q.** Okay.

23 **MS. PERRELL:** Objection. That misstates
24 testimony. "Then."

25 **Q.** **(Mr. Hartmann)** I just asked him the question, did

WALEED "WALLY" HAMED -- CROSS

1 he say he received the money then?

2 **A.** Yes.

3 **MS. PERRELL:** I'd still object that that's
4 unclear. He received -- are you -- are you asking then when
5 he had the conversation or that he received the money then
6 previously? It's unclear.

7 **Q. (Mr. Hartmann)** You testified earlier, did you not,
8 that the reason he couldn't give you the money at the time
9 he was asking for the document to release the shares, was
10 that he had to release the shares first to get the money; is
11 that correct?

12 **A.** Yes, sir.

13 **Q.** Okay. So he didn't give you the money at the time
14 he came to you with the written document and asked for the
15 release of the money?

16 **A.** That's correct.

17 **Q.** Okay. At some time after that, after you had
18 signed the document, that Shawn had signed the document, did
19 Mr. Hamed -- Mr. Yusuf tell you that -- that thereafter,
20 after he had supplied the shares, or simultaneously was
21 buying the shares, he received consideration from Mr. Salem?

22 **A.** Yes.

23 **Q.** And did he tell you what form that was in?

24 This is a yes-or-no question.

25 **A.** No.

WALEED "WALLY" HAMED -- CROSS

1 **Q.** Okay. And do you know if the stock was released?

2 **A.** Yes.

3 **Q.** Okay. And was it your understanding that when
4 Mr. Yusuf was doing all this, he was not just acting as some
5 busybody, correct?

6 **A.** That's correct.

7 **Q.** He was not just acting as -- as the father of --
8 of Negeh, was he?

9 **A.** No.

10 **Q.** He was not acting as, for instance, the president
11 of Y & S, because he was no longer president of Y & S, was
12 he?

13 **A.** No. He wasn't the president, no.

14 **Q.** Okay. In fact, he quit on the day that he became
15 the nominee -- he quit as the president to become the
16 nominee, didn't he?

17 **A.** Yes.

18 **Q.** Okay. And so he took over the role of the person
19 who collected the money and then supplied the release
20 documents to Attorney King; is that correct?

21 **A.** Yes, sir.

22 **Q.** And he was doing that under the contract?

23 **A.** Yes.

24 **Q.** And he did that in 2012?

25 **A.** Yes.

WALEED "WALLY" HAMED -- REDIRECT

1 **MR. HARTMANN:** Thank you. I have no further
2 questions.

REDIRECT EXAMINATION

3
4 **BY MS. PERRELL:**

5 **Q.** Okay. I got a couple follow-up questions. Let's
6 start with the Dorthea property.

7 Your testimony previously is that the only
8 way you have any information relating to the Dorthea sale
9 was that you had received that from Mr. Yusuf, correct?

10 **A.** Yes.

11 **Q.** Okay. So all of these questions that have just
12 been posed to you, your testimony is now that you received
13 that information directly from Mr. Yusuf?

14 **A.** That's the only communication I had, Mr. Yusuf.

15 **Q.** Okay. So you're saying Mr. Yusuf told you that
16 upon receipt of that, that he would then get the money?

17 **A.** Yes.

18 **Q.** You don't know whether --

19 **MR. HARTMANN:** Object. Mischaracterizes. He
20 didn't say money, he said compensation. I was very careful
21 to do that.

22 And counsel has an agreement not to say what
23 form it was really received in, but I asked him, Did you
24 receive compensation at that point, and he said, Yes.

25 **MS. PERRELL:** Okay. I'm -- I'm here to

WALEED "WALLY" HAMED -- REDIRECT

1 clarify.

2 **MR. HARTMANN:** That's fine.

3 **Q. (Ms. Perrell)** So my question to you is, is it your
4 understanding, that upon the execution of the stock release,
5 that Mr. Yusuf, upon receiving, would then receive the
6 compensation for the sale from the seller?

7 **A.** Yes.

8 **Q.** Okay. You didn't have any understanding as to
9 whether or not the compensation had already been received,
10 which is why he was then asking for the release?

11 **A.** That was never said, no.

12 **Q.** Okay. So you think the release was signed and
13 then the compensation from the purchaser was to be paid?

14 **A.** Yes.

15 **Q.** Okay. And you say you get that directly from
16 Mr. Yusuf?

17 **A.** Yes.

18 **Q.** Okay. All right. With regard to the -- let's go
19 back to the 2.7 million that was removed.

20 There was -- you had discussions with
21 Mr. Yusuf relating to the \$2.7 million when it was removed,
22 correct?

23 **MR. HARTMANN:** Object. Asked and answered.
24 He said it was removed before there were any discussions.

25 **Q. (Ms. Perrell)** You can still --

WALEED "WALLY" HAMED -- REDIRECT

1 **MR. HARTMANN:** You can still answer.

2 **A.** Could you repeat the question?

3 **Q.** **(Ms. Perrell)** When you received the letter from
4 Mr. Yusuf --

5 **A.** Um-hum.

6 **Q.** -- relating to the withdrawal of the 2.7, you had
7 a discussion with him, correct?

8 **MR. HARTMANN:** Object. Mischaracterizes his
9 prior testimony. He said his counsel did.

10 **A.** We received a letter where he removed -- where he
11 said he's going to remove the money, but the money was
12 already removed --

13 **Q.** **(Ms. Perrell)** Okay.

14 **A.** -- and we objected to it.

15 **Q.** Okay. Did you have any conversations with
16 Mr. Yusuf about his removal of the 2.7?

17 **A.** We didn't -- I didn't have direct conversation
18 with Mr. Yusuf, or my counsel did through letters or through
19 whatever, through the attorneys.

20 **Q.** Okay. And did you understand that when Mr. Yusuf
21 removed the \$2.7 million, that he was doing so and providing
22 you the reasoning that he had behind the removal of the 2.7?

23 **MR. HARTMANN:** Object. Once again,
24 mischaracterizes. He knew nothing when Mr. Yusuf removed
25 the funds.

WALEED "WALLY" HAMED -- REDIRECT

1 **Q.** **(Ms. Perrell)** When you received the letter with a
2 copy of the \$2.7 million check attached, and all of the
3 receipts and all of the letter itself, you understood that
4 the letter was an attempt to explain why it was 2.7?

5 **A.** The letter is the letter. I don't remember
6 receiving any receipts or anything attached to that letter.
7 There was only a copy of the check and the letter stating
8 what he intended or did or whatever it is --

9 **Q.** Okay.

10 **A.** -- at the time.

11 **Q.** Okay. So it wasn't just, I'm taking -- Mr. Yusuf
12 didn't just simply say, I'm taking 2.7 and I have no basis
13 for the 2.7?

14 **A.** The letter is the letter. I mean, it states what
15 it says. I mean, that's what it says.

16 **Q.** Okay. So he didn't say, I believe that I am owed
17 2.7, but I'm going to take \$3 million, correct? He said, I
18 believe I'm owed 2.7. Here's the reason I believe it's 2.7,
19 and that's why I took 2.7; is that correct?

20 **A.** Well, that's what the letter says and that's
21 exactly what it says.

22 **Q.** Okay. All right. And isn't it true that prior to
23 that, there had been points in time where the Hameds and the
24 Yusuf had done partial reconciliations?

25 **A.** There might have been at one time or another with

WALEED "WALLY" HAMED -- REDIRECT

1 the many discussions.

2 Q. Okay. But wasn't there points in time where you
3 guys did partial reconciliations?

4 A. At one time or another, yes.

5 Q. Okay. All right. All right. You testified
6 earlier that with regard to Bays 5 and 8, that when you were
7 utilizing them, that you were utilizing them as you needed
8 them, and that it was continuous, correct?

9 A. It's not continuous. It's on and off.

10 Q. Okay. When I say on and off, when another tenant
11 was in there, obviously you were not using them when another
12 tenant was in there, correct?

13 A. Correct.

14 Q. All right. But when another tenant was not in
15 there, you were using them during that time?

16 A. On and off.

17 Q. Okay. And I asked you previously as to whether
18 there was any particular day where you didn't have any
19 materials in there, and you said, No, correct?

20 A. Repeat -- repeat the question. I'm just kind of
21 confused.

22 Q. I asked you whether or not, during the periods
23 that you were using it, meaning during the time frames when
24 it was not occupied by a third-party tenant, that there were
25 not any particular days where you were not using it and that

WALEED "WALLY" HAMED -- REDIRECT

1 there were no materials in there, and you said that's
2 correct?

3 **MR. HARTMANN:** Object. Compound.

4 **Q. (Ms. Perrell)** Is that correct?

5 **A.** There would be times being used and there's times
6 it wasn't being used.

7 **Q.** Okay. And at the times that it wasn't being used,
8 is that when there were third-party tenants in there?

9 **A.** Probably, yes. Probably, no. I'm not -- I'm not
10 quite sure.

11 **Q.** So you're telling me that over the course of the
12 period between 1994 and -- just a minute, between 1994 and
13 July 31st of 2001, for Bay 5, that there were certain
14 periods that you did not utilize Bay 5?

15 **A.** It's possible. I -- I really don't recall exactly
16 any time period. I -- I really don't. It could be, could
17 be not. I don't recall.

18 **Q.** Okay. So it's possible that, in fact, Plaza Extra
19 utilized that space the entire time between May of 1994
20 through July 31st of 2001 for Bay 5?

21 **A.** It could be, but I'm not too sure if it's in 1994
22 that we actually started using it or not.

23 **Q.** Okay. All right. Let's say from 1995. From 1995
24 to 2001, when Plaza Extra East was utilizing Bay 5, you
25 can't say that there was any point in which it was not being

WALEED "WALLY" HAMED -- REDIRECT

1 fully utilized?

2 **A.** I believe we had the containers, the eight
3 containers in the back after we opened, we reopened after
4 the fire. I don't think we were using Bay 5 at that time.
5 I mean, if my recollection serves me right, we had the
6 containers in the back, so, therefore, we didn't need to use
7 Bay 5 --

8 **Q.** Then why would you break --

9 **A.** -- in that time period.

10 **Q.** Okay. Then why would you break through the
11 concrete wall?

12 **A.** But it depends on what year we broke through the
13 concrete. I really don't recall exactly when it was, but we
14 had containers in the back that I had no use to -- for
15 the -- for the Bay 5.

16 **Q.** Okay. But if Mr. Yusuf testifies, or if Mr. Mike
17 Yusuf testifies that, in fact, you broke through the wall in
18 spring of 1994, you testified earlier that you could not
19 dispute that, correct?

20 **A.** It's possible, because I don't recall exactly --

21 **Q.** Okay.

22 **A.** -- but we had containers in the back. We were
23 utilizing eight containers in the back for storage. So why
24 would I need that additional space when I had space in the
25 back?

WALEED "WALLY" HAMED -- REDIRECT

1 **Q.** Okay. Well, I mean, you're the ones that broke
2 through the concrete wall. So obviously you broke through
3 the concrete wall because you were going to use the space,
4 correct?

5 **A.** I -- not me only.

6 **Q.** Okay. But you did --

7 **A.** They had full knowledge of it. They're the ones
8 who said so.

9 **Q.** But you broke through the wall because you were
10 using the space, correct?

11 **A.** Yes, but what year I have -- I don't recall
12 exactly, but I don't think it was early on like you stated.

13 **Q.** Okay. And your -- just to clarify, you cannot
14 dispute if Mike or another person on the United side can
15 testify as to when that use started? You cannot dispute
16 that, correct?

17 **A.** My recollection doesn't serve me right now, to be
18 honest with you.

19 **Q.** Okay.

20 **A.** Don't recall.

21 **Q.** All right. And the same would be true for Bay 8,
22 correct? You do not know exactly when you started -- when
23 Plaza Extra East started using Bay 8?

24 **A.** I don't exactly know the year, but we've used it
25 on and off.

WALEED "WALLY" HAMED -- REDIRECT

1 Q. Okay.

2 A. And whenever there was a tenant or anything, we
3 would definitely just give it up.

4 Q. Okay.

5 A. Move our merchandise out of there.

6 Q. I understand when there was a tenant. But when
7 there was not a tenant, you used it that period of time when
8 you were -- when there was not a tenant, correct?

9 A. Yes.

10 Q. Okay. All right. With regard to the check,
11 Exhibit 5, it simply says "PLAZA EXTRA (SION FARM) RENT" in
12 the memo, correct?

13 A. Correct.

14 Q. Okay. And my questions to you previously were you
15 recall -- let me back up a little bit.

16 You recall that Mr. Yusuf had made a motion
17 to receive rent for Bay 5 and 8, as well as for Bay 1, for
18 the period 1991 through 1994. Do you recall that?

19 A. Yes.

20 Q. Okay. And do you recall that the judge issued an
21 order relating to Bay 1, stating that Bay 1 rent is due from
22 1994 through 2004?

23 A. If that's what it states, yes, we did pay rent for
24 that, because there was an order in place, yes.

25 Q. Okay. So this rent check did not cover all of the

WALEED "WALLY" HAMED -- REDIRECT

1 rent for the space utilized by Plaza Extra from 1994 through
2 2012, it only covered a portion, correct?

3 **A.** Only covered a portion -- yeah, portion of the
4 years, yes.

5 **MS. PERRELL:** Okay. All right. All right.
6 I got no more questions. All right.

7 **MR. HARTMANN:** Okay. One final recross.

8 **MS. PERRELL:** Okay. First of all, recross?
9 This would be redirect, okay?

10 **MR. HARTMANN:** Whose?

11 **MS. PERRELL:** This would be redirect, not
12 recross.

13 **MR. HARTMANN:** You're the -- taking the
14 direct.

15 **MS. PERRELL:** I know, but you also are
16 sitting here. He's your witness.

17 **MR. HARTMANN:** I'm cross-examining him on
18 your --

19 **MS. PERRELL:** Okay. However you want to call
20 it, but it really should be redirect for you. I'm
21 cross-examining him as a witness.

22 **MR. HARTMANN:** No, he's your witness. That's
23 the direct. You're directly examining a witness.

24 **MS. PERRELL:** Go ahead.

25 **MR. HARTMANN:** And I'm crossing your direct

WALEED "WALLY" HAMED -- RECROSS

1 witness.

2 **MS. PERRELL:** Go ahead.

3 **RECROSS-EXAMINATION**

4 **BY MR. HARTMANN:**

5 **Q.** Okay. Forget all the discussion about when you
6 did and didn't start using Bays 5 and 8, okay?

7 Here's the question: There were -- there
8 were periods when there were not tenants in there?

9 **A.** That's correct.

10 **Q.** Okay. And every day that there was not a tenant
11 in 5 and 8, were you using 5 and 8?

12 **A.** No.

13 **Q.** Okay. So when you said sometimes you were using
14 it and sometimes you weren't, what did you mean by that?

15 **A.** We had containers in the back.

16 **Q.** Right.

17 **A.** We were using containers. If, at one time, we
18 needed additional space to put additional merchandise, we'd
19 use it. Sometimes we didn't need to.

20 **Q.** Okay. So if -- if -- if the thing was not being
21 occupied by a tenant, on any other day that I went in that
22 there was no tenant in there, would I every day find Plaza
23 Extra material in there?

24 **A.** You might.

25 **Q.** Every day that -- for all those years?

WALEED "WALLY" HAMED -- REDIRECT

1 **A.** I'm not quite sure. I don't remember exactly, but
2 it's possible.

3 **Q.** It's possible?

4 **A.** Yes.

5 **MR. HARTMANN:** Okay. All right.

6 **REDIRECT EXAMINATION**

7 **BY MS. PERRELL:**

8 **Q.** Last question, you would agree that your Plaza
9 Extra East had full access to those Bays 8 and 5 when there
10 was not -- when they were not otherwise rented to a tenant?

11 **A.** Yeah. We used them. We utilized them, yes.

12 **MS. PERRELL:** Okay. No further questions.

13 **THE VIDEOGRAPHER:** This is the conclusion?

14 **MS. PERRELL:** Yes.

15 **THE VIDEOGRAPHER:** This is the conclusion of
16 the deposition. The time is 11:15.

17

18

19

20

21 (Whereupon the deposition concluded

22 at 11:15 a.m.)

23

24

25

C-E-R-T-I-F-I-C-A-T-E

I, SUSAN C. NISSMAN, a Registered Merit Reporter and Notary Public for the U.S. Virgin Islands, Christiansted, St. Croix, do hereby certify that the above and named witness, **WALEED "WALLY" HAMED**, was first duly sworn to testify the truth; that said witness did thereupon testify as is set forth; that the answers of said witness to the oral interrogatories propounded by counsel were taken by me in stenotype and thereafter reduced to typewriting under my personal direction and supervision.

I further certify that the facts stated in the caption hereto are true; and that all of the proceedings in the course of the hearing of said deposition are correctly and accurately set forth herein.

I further certify that I am not counsel, attorney or relative of either party, nor financially or otherwise interested in the event of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand as such Registered Merit Reporter on this the 4th day of February, 2019, at Christiansted, St. Croix, United States Virgin Islands.

My Commission Expires:
July 18, 2019

Susan C. Nissman, RPR-RMR
NP-70-15