

SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants,

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*

Defendants.

KAC357 Inc., *Plaintiff,*

vs.

HAMED/YUSUF PARTNERSHIP,

Defendant.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-287

Consolidated with

Case No.: SX-2014-CV-278

Consolidated with

Case No.: ST-17-CV-384

Consolidated with

Case No.: ST-18-CV-219

**PLAINTIFF HAMED'S OPPOSITION TO YUSUF'S MOTION
FOR SUMMARY JUDGMENT AS TO TWO OF HIS REVISED CLAIMS:
Y-3—9 % INTEREST ON RENT CLAIM FOR BAY 1, AND
Y-4—9% PERCENT INTEREST ON RENT CLAIMS FOR BAYS 5 AND 8**

I. Introduction

On February 25, 2019, Yusuf filed two motions for summary judgment. The first deals solely with Y-14, his claim regarding the contents of storage containers at the Tutu Store, which is being addressed in a separate opposition. The second combines three claims into a single motion. Two of those claims are addressed in this opposition:

Y-3—9% Interest on Rent Claim for East Bay 1 and

Y-4—9% Interest on Rent Claims for East Bays 5 and 8.

The third claim, Y-2, deals with the rent on Bays 5 and 8, and is also addressed in a separate opposition.

II. Counter-statement of uncontested facts¹

A. Interest for rents previously awarded by Judge Brady on Bay 1

On December 23, 2013, Yusuf and United filed its Answer and Counterclaim in this action. (CSOF ¶ 12) In that counterclaim, United requested rent for Bay 1, but did not request interest on that rental amount. (CSOF ¶ 12)

Consistent with its counterclaim, on September 9, 2013, United filed its *Motion to Withdraw Rent* without any mention of interest. (CSOF ¶ 9) While United requested “an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted,” United did not request or discuss interest on that amount -- nor did it request or even mention interest in its reply filed on September 27, 2013. (CSOF ¶11)

On September 16, 2013, Hamed responded to that 2013 motion, conceding some rent was due for the time period in question, but disputing the amount owed based on (1)

¹ Pursuant to the Court's new rule, promulgated on March 1, 2019, the counter-statements of uncontested facts are numbered and incorporated as **Exhibit A**. They will be referred to as “CSOF ¶.”

Yusuf's claim for extra rent in the amount of \$250,000 per month and (2) Yusuf's calculation as the square footage of the space of Bay 1, which was used to calculate the amount of the rent. (CSOF ¶ 10).

On April 27, 2015, Judge Brady issued a Memorandum Opinion and Order regarding the payment of rent to the United Corporation by the Hamed-Yusuf Partnership. (CSOF ¶ 15) Although he awarded rent to United, he did not award interest on the rental amounts due. (CSOF ¶ 15) Thus, September 30, 2016, was the very first time United requested or even discussed interest on the Partnership's payment of back rent for Bay 1 when it filed a claim for interest on the back rent the Partnership paid for Bay 1 during the claims portion of the Wind Up of the Partnership.² (CSOF ¶ 16)

² Yusuf is somewhat obsessed with getting more than the almost \$10 million he has gotten from Hamed with regard to the East Store rent. Despite the settlement of \$5 million and Judge Brady's \$4.5 million for additional back rent, Yusuf filed, and on March 15, 2018 the Special Master denied, his attempt to get another "5 times" market value in additional rent – stating:

Here, Yusuf dealt with the Partnership on behalf of a party—namely, United—having an interest adverse to the Partnership, in violation of Title 26 V.I.C. § 74(b)(2). Additionally, Yusuf did not act consistently with the obligation of good faith and fair dealing, in violation of Title 26 V.I.C. § 74(d). Thus, the evidence and facts surrounding Yusuf's action through United—terminating the lease with the Partnership at Bay 1, treating the Partnership as a holdover tenant, and raising United's rent significantly higher than the agreed upon rent—demonstrates a transaction prohibited by law and tainted by a conflict of interest and self-dealing. (CSOF ¶ 19)

B. Interest for Bays 5 and 8

Plaza Extra-East's grocery store was located in Bay 1 of the United Shopping Plaza. (CSOF ¶ 15, p. 3) At some point in the mid-1990's, that store began using the United Shopping Plaza's Bays 5 and 8 off and on for occasional warehouse storage. (CSOF ¶ 27, 30, 33-34) It is undisputed that there was no written agreement when Plaza Extra-East (Partnership) first used the Bays and there never has been such an agreement. (CSOF ¶¶ 20-22, 24 and 30) Fathi Yusuf contends the use started in 1994; Waleed "Wally" Hamed testified that he does not believe the Partnership used the Bays until 1996 or later.³ (CSOF ¶¶ 14, 16, 18, and 26) It is also undisputed that there was never a written contract for the space or of any rents accrued or due. (CSOF ¶¶ 20-22, 24, and 30) Nor do the parties agree on whether a discussion of rent occurred when the Partnership first used the Bays in the 1990's. Fathi Yusuf contends he told Wally Hamed when the use first began that the Partnership would have to pay rent, while Wally and Waheed "Willie" Hamed both testified that Fathi Yusuf never said rent was going to be charged for Bays 5 and 8. (CSOF ¶¶ 24-25 and 34)

United concedes that there is no written lease for the Partnership's use of Bays 5 and 8. (CSOF ¶ 20-22, 24 and 30) More to the point, it concedes that there has never been a writing in which an interest rate for such rent not being paid or being paid late was agreed to. (CSOF ¶ 20-22, 24 and 30) United also concedes that the store immediately

³ Indeed, Fathi Yusuf couldn't make up his mind as to when the Partnership used the Bays. In a May 17, 2013 letter, Yusuf states that Bay 5 was used from May 1, 1994 through October 31, 2001, but in his August 12, 2014 declaration he now says the time period for Bay 5's use ended on July 31, 2001. (CSOF ¶¶ 7 and 14) He also stated in the same May 17, 2013 letter that the Partnership used Bay 8 from April 1, 2008 through May 30, 2013 only. (CSOF ¶ 7) In his August 12, 2014 declaration, however, Yusuf says the Partnership also used Bay 8 from May 1, 1994-September 30, 2002. (CSOF ¶ 14)

stopped such use whenever Fathi was able to rent the premises to real tenants. (CSOF ¶ 24, 30)

Fathi Yusuf has testified that he did not mention any amount of rent at the beginning of such use and has made up the price per square foot rental amount long after the Partnership had already used the Bays. (CSOF ¶¶ 28-29) Yusuf then changed methodologies by basing the rental amount per square foot charged to the Partnership for Bay 5 on the rent of the tenant who used Bays 4 and 5 after the Partnership had used them. (CSOF ¶ 28) In fact, during these proceedings, at least four different rental amounts per square foot have been discussed by United or its employees for both Bays 5 and 8. (CSOF ¶¶ 3-7, 12, 14, 16 and 18) This is described in detail in the accompanying opposition of this date, *Plaintiff Hamed's Opposition to Yusuf's Motion for Summary Judgment as to Revised Claim Y-2—Rent Claimed By United for Bays 5 and 8*.

In discovery and testimony, Yusuf repeatedly admitted that he had the Partnership move the stored items out on several occasions--when United had secured a real, paying tenant. (CSOF ¶¶ 24 and 30) Yusuf concedes that each of these "real" tenants who rented Bays 5 and 8 during this period had written leases that specified definite time periods when that the lease ran. (CSOF ¶ 30) *The leases also specified actual interest per square foot for late or non-payment with the ". . .Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month."* (CSOF ¶¶ 4-6)

III. Argument

A. Yusuf's Claim for Interest on Bay 1 should be denied

This matter should be denied here and re-filed before Judge Brady for three distinct reasons: 1) it is really just an attempt to seek reconsideration of his earlier order, 2) since there was no definite rate and no stated interest rate for late or non-payment in the alleged contract, that amount is in dispute and should not be awarded, and 3) because even if such interest were to be awarded, it would only be from September 30, 2016 because no demand was made for prejudgment interest as to Bay 1 until September 30, 2016.

1. *This is really a request for reconsideration, as interest should have been an issue in Yusuf's rent motion before the Judge deciding the issue*

Yusuf's effort to retroactively obtain interest with regard to a motion previously decided by Judge Brady has nothing to do with the claims process. It is not a party claim as defined in the controlling *Order Adopting Final Windup Plan* dated January 9, 2015. It is, simply, a motion to reconsider Judge Brady's decision of April 27, 2015, which did not award any such interest.

In this regard, Yusuf did not seek interest in the original counterclaim, nor did he seek interest with regard to Bay 1 in his original motion or reply in his motion to Judge Brady—clearly the proper place to have done so. His original counterclaim simply stated the following:

COUNT XI
RENT FOR RETAIL SPACE BAY 1

172. Paragraphs 1 through 171 of this Counterclaim are realleged.

173. United has historically deducted rent for Plaza Extra - East as an internal expense and is entitled to deduct same so as to arrive at a proper calculation of the net profits from Plaza Extra - East.

174. In the alternative, in the event that the Alleged Partnership is determined to exist, then United is entitled to deduct all rent currently due and owing to arrive at the proper calculation of the net profits from Plaza Extra - East.

175. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 1994 through May 4, 2004, United is entitled to rent in the amount of \$3,999,679.73 for Bay No. 1 (69,680 sq. ft. of retail space at \$5.55 sq. ft.) for the operations of the Plaza Extra - East.

176. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 2012 to date, United is entitled to rent for Bay No. 1 (69,680 sq. ft. of retail space at the current monthly rate of \$58,791.38).

177. In the event that the Alleged Partnership is determined to exist, then Hamed is in violation of the agreement to pay rent to United in an amount exceeding \$5,293,090.09.

178. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bay 1, and to recover possession of its premises currently occupied by Plaza Extra - East. (CSOF ¶ 12)

His September 9, 2013 motion requested the following for Bay 1: \$1,234,618.98 for January 1st, 2012 through September 1, 2013 and \$3,999,679.73 for January 1st, 1994 through May 4th, 2004, for a grand total of a total of \$5,234,298.71. (CSOF ¶ 9) **However, no request for interest was made on the Bay 1 rent.** (CSOF ¶ 9) In his September 27, 2013 reply, Yusuf stated:

[T]he simple and narrow issue before this court is that Defendant United, as the fee simple owner of the premises currently in use by the Plaza Extra – East (Sion Farm), is entitled to the value of the rent for the periods of 1994 through 2004, and 2011 through September 2013. . . . it is respectfully requested that an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted. (CSOF ¶ 11, p. 9)(Emphasis added.)

Yusuf's failure to compute the requested interest damages and include them in his September 9, 2013 motion and September 27, 2013 reply make this a motion for reconsideration. See *e.g.*, *U.S. Small Bus. Admin. v. Stefansky*, No. CIV A 08-1967 (GEB), 2010 WL 891699, at *3 (D.N.J. Mar. 10, 2010):

Rather, Plaintiff argues that due to the course of dealing and its own mathematical error in computing the amount due, it should be entitled to \$21,656.00 plus interest. However, a motion for reconsideration is not a vehicle to reargue and reposition one's argument, and is instead an opportunity to point out anything that the Court "overlooked." Nothing here was overlooked.

Having failed to do so, Yusuf now seeks, long after the time for reconsideration has passed, to sneak a *de facto* motion for reconsideration of the claims process.

A party cannot seek prejudgment interest by a reconsideration long after the original determination has been made by the court that then had all of the facts and considerations at hand. A claims process happening years later is the incorrect forum, as this issue should have been addressed to Judge Brady who had the facts and issues at hand. **Had this issue been raised, Hamed would have pointed out that the amount of rent was contested so that pre-judgment interest is not due until the dispute is resolved and the amount owed actually quantified.** Indeed, while Judge Brady found against Hamed on the square footage issue, he did not find that Hamed's arguments were specious or made in bad faith. (CSOF ¶ 15, p. 3) Instead, it was a bona fide dispute that Judge Brady resolved. Any interest would run from that resolution only.

Thus, this is a motion for reconsideration of that Order. As Special Master Judge Ross noted in his December 21, 2018 Order regarding Yusuf's motion for reconsideration of the Special Master's November 14, 2018 Order granting Hamed's motion to strike Yusuf Claim No. Y-13: loss of "going concern" value of Plaza Extra-West, the standard for a motion to reconsideration is as follows:

1. Motion for Reconsideration

Motions for reconsideration in the Superior Court of the Virgin Islands are governed by the Virgin Islands Rule of Civil Procedure 6-4 (hereinafter "Rule 6-4"). A motion for reconsideration "is not a vehicle for registering disagreement with the court's initial decision, for rearguing matters already addressed by the court, or for raising arguments that could have been raised before but were not." *Worldwide Flight Services v. Govt of the V.I.*, 51 V.I. 105, 110 (V.I. 2009) (internal citation omitted); see also, *In re Infant Sherman*, 49 V.I. 452, 457 (V.I. 2008) ("A motion for reconsideration is not a second bite of the apple.... [Instead, it serves] to focus the parties on the original pleadings as the 'main event' and to prevent parties from filing a second motion with the hindsight of the court's analysis covering issues that should have been raised in the first set of motions."). As such, "when determining whether to grant or deny such a motion, the Court operates

with 'the common understanding that reconsideration is an 'extraordinary' remedy not to be sought reflexively or used as a substitute for appeal.'" *Smith v. Law Offices of Karin A. Bentz, P.C.*, 2018 V.I. LEXIS 13, 14-15 (V.I. Super. Ct. Jan. 29, 2018) (quoting *In re Infant Sherman*, 49 V.I. at 458). Thus, to successfully move for reconsideration under Rule 6-4, a party must meet both the procedural requirements as set forth in Rule 6-4(a) and the substantive requirement as set forth in Rule 6-4(b).

A. The Procedural Requirement

Rule 6-4(a) provides that "[e]xcept as provided in Rules 59 and 60 relating to final orders or judgments, a party may file a motion asking the court to reconsider its order or decision within 14 days after the entry of the ruling, unless the time is extended by the court" and that "[e]xtensions will only be granted for good cause shown." V.I. R. CIV. P. 6-4(a).

* * * *

B. The Substantive Requirement

Rule 6-4(b) provides that "[a] motion to reconsider must be based on: (1) intervening change in controlling law; (2) availability of new evidence; (3) the need to correct clear error of law; or (4) failure of the court to address an issue specifically raised prior to the court's ruling." V.I. R. CIV. P. 6-4(b)(1)-(4). Additionally, "[w]here ground (4) is relied upon, a party must specifically point out in the motion for reconsideration where in the record of the proceedings the particular issue was actually raised before the court."

Yusuf has procedurally missed the time for filing a motion for reconsideration and further, he cannot meet the substantive requirements for requesting a motion to reconsider: 1) changes in controlling law, 2) new evidence, 3) correct clear error of law or 4) failure of the court to address an issue specifically raised.

2. No demand for interest on Bay 1 was made until long after Judge Brady's determination

Next, it is clear that pre-judgment interest runs from the date of demand. Demand for interest on Bay 1 was never made in this case prior to the 2012 start of litigation, in the counterclaim or in the original rent motion. Thus, even if interest were said to run, it would only run from the date of the claim document on September 30, 2016—the first and only place Bay 1 interest is raised. Yusuf states that the back payment of rent for Bay 1 occurred on May 11, 2015. Again, this would be a matter for Judge Brady, not this claims process.

Finally, a demand for interest on Bay 1 is not within the statute. The Virgin Islands statute allows prejudgment interest in four specific instances:

- (a) The rate of interest shall be nine (9%) per centum per annum on-
- (1) all monies which have become due;
 - (2) money received to the use of another and retained beyond a reasonable time without the owner's consent, either express or implied;
 - (3) money due upon the settlement of matured accounts from the day the balance is ascertained; and
 - (4) money due or to become due where there is a contract and no rate is specified.

V.I. Code Ann. tit. 11§ 951.

Yusuf states that he seeks interest on the basis of the fourth option “money due or to become due where there is a contract **and no rate is specified.**” *Motion for Summary Judgment as to Y-2 Through 4, Rent Due to United for Bays 5 and 8 Together with Interest for Rent*, “SJ Motion” at p. 28 (emphasis added). However, Yusuf cleverly avoids the clear wording of the VI statute by citing unrelated text out of a Third Circuit decision which does not in any way prove that his facts match the statutory requirement. Yusuf states:

As a general rule, prejudgment interest is to be awarded when the amount of the underlying liability is reasonably capable of ascertainment and the relief granted would otherwise fall short of making the claimant whole because he or she has been denied the use of money which is legally due.

SJ Motion at p. 20. What Yusuf misses is that Judge Brady did not find a “contract [with] **no interest specified.**” There was no finding as to what interest was agreed to by the parties from Judge Brady – nor can the Special Master now, retroactively, determine whether or not “no rate was specified.” Again, this is why Judge Brady would have to consider this related argument.

In conclusion, interest for Bay 1 should be denied. First, the interest issue was never presented to Judge Brady. Second, had it properly been before Judge Brady, the factual issues of what interest there was or was not with regard to the contract could have

been determined based on the propriety of the dispute as to the actual amount of rent owed—but this did not occur. Third, the Special Master is now being asked to make that interest rate determination in the total absence of any facts or writing about interest—and thus, insert the statutory rate.

Once again, it is clear why this is a motion for reconsideration and should be addressed to Judge Brady and thereafter denied.

B. Yusuf's Claim for Interest on Bays 5 and 8 should also be denied

All of the above arguments apply, but they are even stronger as to Bays 5 & 8 because it is admitted that there was not even a verbal contract to pay rent, much less a specified amount of rent or even any specific period of time for which rent should be paid.

1. Interest cannot be awarded because there was not a written lease or contract for the Partnership's use of Bays 5 and 8

Hamed admitted a verbal agreement as to Bay 1. He did not do so with regard to Bays 5 and 8. (CSOF ¶¶ Thus, a demand for interest for Bays 5 and 8 does not conform to the requirements of V.I. Code Ann. tit. 11§ 951(a)(4). Specifically, there is no contract between United and the Partnership to rent Bays 5 and 8.

What is absent is even a suggestion, no matter how slight, that either Mohammad or Wally Hamed ever admitted to a Bay 5 and 8 lease or contract and its terms. (CSOF ¶¶ 13 and 25) Indeed, Yusuf repeatedly agrees both in testimony and discovery that there was no written agreement:

Request to Admit 9 of 50:

Admit or Deny that there was no written agreement between Hamed and Yusuf after the date that Hamed sued Yusuf in 2012 that the Partnership would pay rent on Bays 5 & 8.

Response:

Admitted. (CSOF ¶ 20)

On December 18, 2018, Yusuf also stated that there were no leases or contracts for Bays 5 and 8 and the only document that existed regarding the Bays 5 and 8 rent claim was Mr. Yusuf's August 12, 2014 declaration.

Yusuf Claim Y-2 (Rent for Bay 5&8), Hamed RTP 21, 34, Interrog. 29:

There are no additional documents responsive to this request beyond the Declaration of Fathi Yusuf dated August 12, 2014 attached as Exhibit 3 to the Defendant's Motion for Partial Summary Judgment on Counts IV, IX and XII Regarding Rent. (CSOF ¶ 22)

On January 15, 2019 in a response to an interrogatory request, Yusuf stated "[t]here is no written lease for Plaza Extra East's use of the Bays 5 or 8, just as there was no written lease for the use of space to house the Plaza Extra East store." (CSOF ¶ 22)

During his testimony on January 21, 2019, Fathi Yusuf testified that Plaza Extra East did not have a lease when it was using Bay 5, but the following tenant, Diamond Girl, did have a lease for Bay 5:

Q. (Mr. Hartmann). . . You said that in addition to Plaza Extra, you had other tenants in there, Mr. Yusuf, in Bay 5?

A. [FATHI YUSUF] I -- I had before, I think it was the pharmacy. And we catch fire. After the fire, it was vacant. And we build the store in 1994. . . . This is adjacent to Plaza Extra.

* * * *

A. [FATHI YUSUF] After the fire, sir. After Plaza Extra fire, the first tenant called me, myself, a tenant. The first tenant was Plaza Extra East. The second tenant was Diamond Girl.

* * * *

Q. [Mr. Hartmann] Now, when you had Diamond in there, did Diamond

have a lease?

A. [FATHI YUSUF] **Yes.**

Q. . . .**And when Plaza was in there, did Plaza have a lease?**

A. **No.** (CSOF ¶ 30) (Emphasis added.)

In short, there was never a lease or written contract for the use of Bays 5 or 8.

2. *Yusuf did not contemporaneously request that the Partnership pay rent for the use of Bays 5 and 8*

Yusuf repeatedly admits, through his multiple arguments about what the lease terms "should be" that there never was any contemporaneous requests for rent. Indeed, Wally and Willie Hamed both dispute that rent was ever requested for Bays 5 and 8. On January 21, 2019, Wally Hamed testified in his deposition that Bays 5 and 8 were provided to the Partnership rent-free and he had no conversation with Fathi Yusuf where he agreed or Fathi Yusuf asked that the Partnership would pay rent for the bays.

[Ms. Perrell]. . .you indicated that it was your understanding that Bays 5 and 8 were to be provided by United to the partnership rent-free; is that correct?

A. [WALEED HAMED] That's correct.

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

A. That's correct.

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

A. That is correct.

Q. . . .But yet there was, in your opinion, no agreement to pay rent for Bays 5 and 8?

A. None whatsoever. (CSOF ¶ 25)

The following day on January 22, 2019, Willie Hamed testified that when Fathi Yusuf gave permission to Mike Yusuf and Wally Hamed's to use the United Shopping Plaza's Bays as warehouse space for Plaza Extra East, Yusuf did not make a request for rent or say rent would have to be paid at some point.

Q.[Ms. Perrell]. . .So you're saying that there were telephone conversations between Mr. Yusuf, Wally, and Mike saying that

they could use the warehouse [Bay 5 and/or 8]?

A. [WILLIE HAMED] Yes, ma'am.

* * * *

Q. . . .And in the conversation, was Mr. Yusuf indicating that they could use the warehouse [Bay 5 and/or 8] rent-free?

A. There was no mention of any money, any compensation for anything.

Q.. . .But did he say the words "free"? It sounds like you didn't -- he didn't say it one way or the other?

A. He didn't say the word "free" at all and he didn't say there was money to be paid. So all I know, that he was on the phone. We have a small office. And he would tell him, Go ahead and use the warehouse. (CSOF ¶ 34)

Thus, there was never a contemporaneous request for rent to be paid.

3. *Yusuf cannot establish a de facto contract because there is no agreement regarding the ordinary terms.*

Yusuf cannot establish a contemporaneous agreement as to any of the basic terms of a lease, like the amount of rent charged, time period for the lease to run or the dates of occupancy.

a. Yusuf cannot establish an amount of rent allegedly due contemporaneously with Plaza Extra's use of the Bays

Yusuf admitted that at the time of Plaza Extra's use of Bays 5 and 8, no rent per square foot had been established.

Q. [Mr. Hartmann] When he [Wally Hamed] used it without your knowledge, did you

ever say to him, You need to pay me \$12 an hour (sic)?

A. [FATHI YUSUF] I said, I will charge you rent.

Q. You did?

A. Yes.

Q. And how much did you say?

A. I have no idea.

Q. You have no idea.

A. I have no idea.

Q. So it could be \$2?

A. When I have a new tenant, I establish the price. (CSOF ¶ 29)

Instead of having definite terms for the lease negotiated between Yusuf and Hamed, Yusuf asks the Special Master to make up the terms, based on leases Yusuf negotiated

with other Bay 5 and 8 tenants. Even with asking this Court to look to those prior leases, Yusuf can't make up his mind about the amount of rent that should be charged.

Indeed, over the course of this litigation, Yusuf offered varying amounts due per square foot for Bays 5 and 8. For example, his most recent rent request per square foot for Bay 5 is \$12.00—the amount the tenant Diamond Girl paid per square foot for Bays 4 and 5 in 2011. (CSOF ¶ 6) Yusuf said he determined the amount of rent owed by the Partnership for the Bays “[w]hen I have a new tenant, I establish the price.” (CSOF ¶ 29) However, Diamond Girl paid \$10.00 per square foot for Bay 5 in September 2001. (CSOF ¶ 4) The only concurrent record concerning rent is a United Shopping Plaza report showing the price per square foot as \$7.01 in July 2001.⁴ (CSOF ¶ 3) *It is clear that at least four other amounts were discussed, making the essential term of the contract – the amount of rent charged – unknowable:*

1. May 17, 2013 and August 12, 2014: \$12.00 per square foot, Fathi Yusuf Declaration⁵ (CSOF ¶¶ 7 and 14);
2. December 1, 2011: \$12 per square foot, Diamond Girl lease for Bays 4 & 5 (an additional 1,250 square feet over Bay 5) (CSOF ¶ 6);

⁴ On August 27, 2001, Thomas Luff, property manager for the United Shopping Plaza, faxed a letter to Fathi Yusuf regarding a series of reports related to the United Shopping Plaza's tenants. One report in particular, *Accounts Receivable Current Month*, dated July 27, 2001, states that Bays 5 and 8 are “plaza extra-Vacant.” (CSOF ¶ 2, p. FBIX237825) It also shows that while the rent per month for Bay 5 would be \$7.01 and Bay 8 would be \$5.50 if occupied by a tenant, no such rent was being charged or collected. (CSOF ¶ 3)

⁵ Bay 8 had a similar issue with the amount of rent per square foot: Fathi Yusuf's August 12, 2014 declaration required \$6.15 for both Bay 8 time periods (1994 to 2002 and 2008 to 2013), a May 17, 2013 letter from Yusuf's lawyer stated \$12.00 per square foot, an actual lease—the Idheilah-Zgheir (Riverdale company) lease (2002-2007)—provided no rent for the first three months, \$5.00 for the first year and \$6.00 for years 2-5 of the lease, a July 27, 2001 United Shopping Plaza *Accounts Receivable Current Month* report stated \$5.50 and Yusuf's deposition testimony stated rent for Bay 8 was based on the lease for Ali Hardware, who occupied Bay 8 from 1987-1992 at “\$5 a square foot, plus maintenance and property tax.” Yusuf did not provide the Ali Hardware lease in discovery. (CSOF ¶¶ 3, 5, 7, 14 and 28)

3. September 3, 2001: \$10 per square foot, Diamond Girl lease for Bay 5; (CSOF ¶ 4) and
4. July 27, 2001: \$7.01 per square foot, *Accounts Receivable Current Month*. (CSOF ¶ 3)

Thus, there was never any contemporaneous understanding of the amount of rent Yusuf might seek for Bays 5 and 8, so seeking prejudgment interest on this yet to be determined claim for rent is simply absurd.

- b. There was no agreement regarding the time periods the Partnership used Bays 5 and 8

There was no agreement regarding *when* the Partnership used Bays 5 and 8. Fathi Yusuf wasn't even sure of the timeframes the Bays were used. He first asserts in a May 17, 2013 letter that Bay 5 was used from May 1, 1994 through October 31, 2001, but in his August 12, 2014 declaration he now says the time period for Bay 5's use ended on July 31, 2001. (CSOF ¶¶ 7 and 14)

He also stated in a May 17, 2013 letter, that the Partnership used Bay 8 from April 1, 2008 through May 30, 2013 only. (CSOF ¶ 7) In his August 12, 2014 declaration, however, Yusuf now says the Partnership also used Bay 8 from May 1, 1994-September 30, 2002, in addition to the April 1, 2008 through May 30, 2013 time frame. (CSOF ¶ 14)

Further, Wally Hamed disputed whether Plaza Extra-East even used the Bays in 1994 or 1995:

Q. . . .All right. Let's say from 1995. From 1995 to 2001, when Plaza Extra East was utilizing Bay 5, you can't say that there was any point in which it was not being fully utilized?

A. I believe we had the containers, the eight containers in the back after we opened, we reopened after the fire. I don't think we were using Bay 5 at that time. I mean, if my recollection serves me right, we had the containers in the back, so, therefore, we didn't need to use Bay 5 –

A. -- but we had containers in the back. We were utilizing eight containers in the back for storage. So why would I need that additional space when I had space in the back? (CSOF ¶ 26)

- c. Yusuf did not provide a specific time period for the Partnership to use the Bays. Rather, the Plaza Extra-East merchandise had to be moved out of the Bays when a "real" tenant was found.

The other lease agreements Yusuf proposes should be used to retroactively "create terms" here contain provisions any normal lease for Bays 5 and 8 would have – a definite period of years and months that the lease runs and the fact that the landlord just took back the premises when he found a real, cash-paying tenant.

Q. [Mr. Hartmann] If you wanted to move Diamond in -- when you moved Diamond in, **didn't you just go to them and say you have to take the Plaza Extra stuff out?**

* * * *

Q. Didn't you tell him Hamed?

A. [FATHI YUSUF] Yeah, yeah.

* * * *

Q. And you could tell them [Hamed-Plaza Extra] to leave any time?

A. Yeah, because **I give it to them** and they used it.

I really feel bad to have that bays always close. It does not look good for the building. But no tenant come in.

When the tenant come, the right one, we negotiate, and he have it for \$12. (CSOF ¶ 30)(Emphasis added.)

Wally Hamed also testified in his deposition on January 19, 2019, regarding Bays 5 and 8 that "whenever there was a tenant or anything, we would definitely just give it up" and "[m]ove our merchandise out of there." (CSOF ¶ 27)

Summary of Bays 5 and 8

It is clear that that Yusuf does not meet the “[t]he rate of interest shall be nine (9%) per centum per annum on. . . money due or to become due where there is a contract and no rate is specified” standard for awarding interest under V.I. Code Ann. tit. 11§ 951(a)(4). There is no contract or lease because the terms were never established. There was no meeting of the minds regarding the amount of rent to be charged and the length of the lease. Further, unlike normal rental agreements, Fathi Yusuf had the ability to kick the Partnership out of the space whenever a “real” tenant was found. Thus, with no contract, there is no ability to specify or to neglect to specify a rate of interest. The requirements of V.I. Code Ann. tit. 11§ 951(a)(4) for awarding interest have not been met by Yusuf.

IV. Conclusion

A. Bay 1

In conclusion, Yusuf's failure to compute the requested interest damages and include them in his September 9, 2013 motion for rent on Bay 1 and his September 27, 2013 reply should have made this motion for reconsideration. Yusuf is unable to do this, however, because he procedurally missed the time for filing a motion for reconsideration and he cannot meet the substantive requirements for requesting a motion to reconsider: 1) changes in controlling law, 2) new evidence, 3) correct clear error of law or 4) failure of the court to address an issue specifically raised.

Instead, he tries to insert this interest request into the claims process. This is the wrong forum—he should be requesting relief from Judge Brady, the original trier of fact. Further, if interest on Bay 1 is granted, Yusuf's date of demand starts on September 30, 2016—the first date that Yusuf has requested interest. No interest was requested in

Yusuf's December 23, 2013 counterclaim, his September 9, 2013 motion for rent or his September 27, 2013 reply.

B. Bays 5 and 8 interest

Yusuf's request for interest on Bays 5 and 8 must also be denied for failure to satisfy the requirements of V.I. Code Ann. tit. 11§ 951(a)(4) for awarding interest. Yusuf cannot establish that a contract was formed – there was no written lease and there was no agreement or even discussions regarding the critical components of the lease – such as the amount of rent charged. Plaza's stored goods were moved out whenever United wanted. Accordingly, no contract can be established and therefore there is no contract establishing or neglecting to establish a rate of interest.

Therefore, Hamed respectfully requests that Yusuf's motion for summary judgment be denied.

Dated: April 1, 2019



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

Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8670

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of April, 2019, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross
Special Master
% edgarrossjudge@hotmail.com

Gregory H. Hodges
Charlotte Perrell
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

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

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



CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



Index of Exhibits

**Plaintiff Hamed's Opposition to United's Motion
for Summary Judgment as to Two of United's Revised Claims:
(1) Y-3—9% Interest on Rent Claim for Bay 1 and
(2) Y-4—9% Interest on Rent Claims for Bays 5 and 8**

Y-3 and Y-4 Exhibit 1	January 15, 2019 Yusuf Supplemental Responses to Hamed's Interrogatory Request
Y-3 and Y-4 Exhibit 2	January 21, 2019 Fathi Yusuf Deposition
Y-3 and Y-4 Exhibit 3	Accounts Receivable Current Month Report
Y-3 and Y-4 Exhibit 4	August 12, 2014 Declaration of Fathi Yusuf
Y-3 and Y-4 Exhibit 5	September 2001 Diamond Girl (Zahriyeh and Awadallah) Lease for Bay 5
Y-3 and Y-4 Exhibit 6	October 2002 Riverdale (Idheilah-Zgheir) lease for Bay 8
Y-3 and Y-4 Exhibit 7	December 2011 Diamond Girl (Awadallah) lease for Bays 4 and 5
Y-3 and Y-4 Exhibit 8	May 17, 2013 Letter to Attorney Holt from Attoreny DeWood
Y-3 and Y-4 Exhibit 9	May 22, 2013 Letter to Attorney DeWood from Attorney Holt
Y-3 and Y-4 Exhibit 10	September 9, 2013 United's Motion and Memo to Withdraw Rent
Y-3 and Y-4 Exhibit 11	September 16, 2013 Plaintiff Hamed's Opposition to Motion to Withdraw Rent
Y-3 and Y-4 Exhibit 12	September 27, 2013 United's Reply to Hamed's Opposition re Motion to Withdraw Rents
Y-3 and Y-4 Exhibit 13	December 23, 2013 Answer and Counterclaim
Y-3 and Y-4 Exhibit 14	Mohammad Hamed Deposition, April 1, 2014 Vol. 2
Y-3 and Y-4 Exhibit 15	April 27, 2015 - Judge Brady's Rent Order for Bay 1
Y-3 and Y-4 Exhibit 16	September 30, 2016 - Yusuf's Accounting Claims

Index of Exhibits

**Plaintiff Hamed's Opposition to United's Motion
for Summary Judgment as to Two of United's Revised Claims:
(1) Y-3—9% Interest on Rent Claim for Bay 1 and
(2) Y-4—9% Interest on Rent Claims for Bays 5 and 8**

Page 2

Y-3 and Y-4 Exhibit 17	July 21, 2017 – Judge Brady's Order re Limitations on Accounting
Y-3 and Y-4 Exhibit 18	October 30, 2017 - Yusuf's Revised Accounting Claims
Y-3 and Y-4 Exhibit 19	March 15, 2018 Order re Y-1 Additional Rent for Bay 1
Y-3 and Y-4 Exhibit 20	May 15, 2018 Yusuf Response to Request to Admit 9 of 50
Y-3 and Y-4 Exhibit 21	May 15, 2018 Yusuf Response to RFPDs 21 and 34 of 50
Y-3 and Y-4 Exhibit 22	December 18, 2018 Yusuf Supplemental Responses to Hamed Discovery
Y-3 and Y-4 Exhibit 23	December 21, 2018 Order re Y-13 Loss of Going Concern
Y-3 and Y-4 Exhibit 24	Waleed "Wally" Hamed Deposition, January 21, 2019
Y-3 and Y-4 Exhibit 25	Waheed "Willie" Hamed Deposition, January 22, 2019
Y-3 and Y-4 Exhibit 26	Declaration of Kim Japinga re FBI Documents

Exhibit A

EXHIBIT A



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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants,

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*

Defendants.

KAC357 Inc., *Plaintiff,*

vs.

HAMED/YUSUF PARTNERSHIP,

Defendant.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-287

Consolidated with

Case No.: SX-2014-CV-278

Consolidated with

Case No.: ST-17-CV-384

Consolidated with

Case No.: ST-18-CV-219

**HAMED COUNTER-STATEMENT OF FACTS AS TO REVISED CLAIMS:
Y-3—9 PERCENT INTEREST ON RENT CLAIM FOR BAY 1, AND
Y-4—9 PERCENT INTEREST ON RENT CLAIMS FOR BAYS 5 AND 8**

COUNTER-STATEMENT OF FACTS

1. "From 1987 to the time of the fire in 1992, Bay 8 [of the United Plaza Shopping Center] was rented to Ali's Hardware," according to Fathi Yusuf's January 19, 2019 Supplemental Responses to Hamed's Discovery, *Hamed v Yusuf*, SX-12-CV-370. (Y-3 and Y-4 Exhibit 1, p. 4) On January 19, 2019, Yusuf testified in his deposition that the United Plaza Shopping Center rented Bay 8 to Ali Hardware for "\$5 a square foot, plus maintenance and property tax." (Y-3 and Y-4 Exhibit 2, 78:1-2)
2. On August 27, 2001, Thomas W. Luff, Property Manager for the United Shopping Plaza, sent a letter to Fathi Yusuf regarding the rental details for the businesses in the United Shopping Plaza. Two of the reports ("*Accounts Receivable Current Month*") showed that Bays 5, 7 and 8 were "plaza-extra Vacant" for the months of July and August 2001, there was no rent due for the covered period and there was no "balance forward." (Y-3 and Y-4 Exhibit 3, pp. FBIX237825 and FBIX237823)
3. On August 27, 2001, the *Accounts Receivable Current Month* sent to Fathi Yusuf by Thomas Luff showed the price per square foot for Bay 5 was \$7.01 and the price per square foot for Bay 8 was \$5.50. (Y-3 and Y-4 Exhibit 3, pp. FBIX237825, FBIX237823 and HAMD664274) In Yusuf's August 12, 2014 declaration, he claimed that the price per square foot for Bay 5 was \$12.00 and Bay 8 was \$6.15. (Y-3 and Y-4 Exhibit 4)
4. On September 3, 2001, the United Shopping Plaza signed a lease for Bay 5 with David Zahriyeh and Mazen Awadallah for their business "Diamond Girl." (Y-3 and Y-4 Exhibit 5 and Exhibit 1, p. 4) The lease specified the terms of the lease as "this lease shall be for a period of Ten (10) calendar years commencing on

September 1, 2001.” (Y-3 and Y-4 Exhibit 5, p. 5) It also specified the rental amount: “[t]he Annual Rent for the Leased Premises shall be \$ 31,250.00 [per year], payable in equal monthly installments of \$ 2604.00 per calendar month. . .” (Y-3 and Y-4 Exhibit 5, p. 6) Finally, the lease charged interest for rental payments over 30 days late: “. . .Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month.” (Y-3 and Y-4 Exhibit 5, p. 6)

5. On October 1, 2002, the United Shopping Plaza signed a lease for Bay 8 with Mahmud Idheilah and Majdi Zgheir for their business “Riverdale.” (Exhibit 6 and Exhibit 1, p. 5) The lease specified the terms of the lease as “this lease shall be for a period of Sixty-Three (63) calendar months commencing on October 1, 2002.” (Exhibit 6, p. 5) It also specified the rental amount:

The rent for the Lease Premises shall initially be waived until January 1, 2003. Thereafter, the annual rent shall be \$31,260.00 for the first year payable in equal monthly installments of \$2,605.00 per calendar month beginning with January 1, 2003. The Annual Rent for the remaining four years of the lease, beginning January 1, 2004, shall be \$37,500 payable in equal monthly installments of \$3,125 . . .

(Exhibit 6, p. 6) Finally, the lease charged interest for rental payments over 30 days late: “. . .Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month.” (Y-3 and Y-4 Exhibit 6, p. 6)

6. On December 1, 2011, the United Shopping Plaza signed a lease for Bays 4 and 5 with Mazen Awadallah for his business “Diamond Girl.” The lease specified the terms of the lease as “this lease shall be for a period of Five (5) calendar years commencing on 1 December 2011.” (Exhibit 7, p. 5) It also specified the rental amount: “Tenant agrees to pay Rent to Landlord. . . \$4500.00 per month.” (Exhibit

7, p. 6). Finally, the lease charged interest for rental payments over 30 days late:
“. . .Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month.” (Y-3 and Y-4 Exhibit 7, p. 6)

7. On May 17, 2013, Attorney Nizar DeWood, representing United Corporation, sent a letter to Attorney Holt stating that

On behalf of United Corporation, the following is a notice of the value of rents due as follows:

* * *

Bay No. 5 May 1, 1994 through October 31, 2001
3,125 SQ. FT. at \$12.00 6 years and 184 days Balance Due \$243,904.00

Bay No. 8 April 1, 2008 through May 30, 2013
6,250 SQ. FT. at \$12.00 5 years and one month Balance Due \$381,250.00

These amounts are undisputed, and have been outstanding for a very long time - before 2012. This amount does not reflect the rent increase requested and noticed to Mohammed Hamed since January 1, 2012. We reserve our client's right for the additional rents due and owing based on the rent increase after January 1, 2012. . . . (Y-3 and Y-4 Exhibit 8)

8. On May 22, 2013, Attorney Holt sent a letter to Attorney DeWood, responding on behalf of the Hameds that there never was an agreement to pay rent for Plaza Extra-East's use of Bays 5 and 8.

2. Bay No. 5 -The rent claimed for the time period between 1994 and 2001 is for vacant space was used without charge until a tenant could be located. Thus, there was never any agreement to pay rent for this space either. In fact, the rate your client is attempting to charge is grossly inflated as well. In any event, this claim is also barred by the statute of limitations.

3. Bay No. 8 -The rent claimed for this Bay was never agreed to, as the items stored there were removed from a space in a trailer where everything was just fine. Moreover, no one would agree to pay the amount you claim is due for warehouse storage, the fact that this amount is even being sought confirms that Fathi Yusuf should no longer be a partner in the Plaza Extra supermarkets, as it is a breach of the duty of good faith and fair dealing (that every partner owes the partnership) when you try to extort money from your own business. In any event, these items will be removed from Bay 8 to the

second floor of the store since your client now wants to charge rent for this space. **(Y-3 and Y-4 Exhibit 9)**

9. On September 9, 2013, United filed Defendant United's Motion to Withdraw Rent, *Hamed v Yusuf*, SX-12-CV-370. While United requested "an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted," United did not request interest on that rental amount. **(Y-3 and Y-4 Exhibit 10, p. 8)**
10. On September 16, 2013, Hamed filed an opposition to United's motion, conceding some rent was due for the time period in question, but contesting the amount sought based upon the calculation of the store's square footage, which was the basis for the rent calculation. **(Y-3 and Y-4 Exhibit 11, p. 5)**
11. On September 27, 2013, United filed United's Reply to Plaintiff's Opposition Response to United's Motion to Withdraw Rents, *Hamed v Yusuf*, SX-12-CV-370. In its reply, United ". . .respectfully requested that an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted," but did not request interest on that amount. **(Y-3 and Y-4 Exhibit 12, p. 9)**
12. On December 23, 2013, defendants Fathi Yusuf and the United Corporation filed their answer and counterclaim in *Hamed v Yusuf*, SX-12-CV-370. The defendants requested rent for Bays 1, 5 and 8, but did not request interest.

**COUNT XI
RENT FOR RETAIL SPACE BAY 1**

* * * *

173. United has historically deducted rent for Plaza Extra-East as an internal expense and is entitled to deduct same so as to arrive at a proper calculation of the net profits from Plaza Extra-East.

174. In the alternative, in the event that the Alleged Partnership is determined to exist, then United is entitled to deduct all rent currently due and owing to arrive at the proper calculation of the net profits from Plaza Extra-East.

175. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 1994 through May 4, 2004, United is entitled to rent in the amount of \$3,999,679.73 for Bay No. 1 (69,680 sq. ft. of retail space at \$5.55 sq. ft.) for the operations of the Plaza Extra-East.

176. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 2012 to date, United is entitled to rent for Bay No. 1 (69,680 sq. ft. of retail space at the current monthly rate of \$58,791.38).

177. In the event that the Alleged Partnership is determined to exist, then Hamed is in violation of the agreement to pay rent to United in an amount exceeding \$5,293,090.09.

178. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bay 1, and to recover possession of its premises currently occupied by Plaza Extra-East.

COUNT XII PAST RENT FOR RETAIL SPACES BAYS 5 & 8

* * * *

180. United provided Plaza Extra - East with retail spaces Bay 5 & 8 for various time periods to increase the storage and capacity of Bay 1 (the main retail space where Plaza Extra-East is located).

181. Bay No. 5 (3,125 sq. ft. of retail space) was utilized for storage and quick access to various inventories used in the operations of Plaza Extra - East. Whether an internal expense or a debt of the Alleged Partnership, United is entitled to rent from May 1, 1994 through October 31, 2001 at rate of \$12.00 per sq. ft.

182. Bay No. 8 (6,250 sq. ft. of retail space) was utilized for the operations of Plaza Extra - East. Whether an internal expense or a debt of the Alleged Partnership, United is entitled to rent from April 1, 2008 through May 30, 2013 at a rate of \$16.15 per sq. ft.

183. In the event that the Alleged Partnership is determined to exist, Hamed has refused to acknowledge his obligation to pay United the outstanding rent for Bays 5 and 8.

184. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bays 5 and 8 in the amount of \$793,984.38. **(Y-3 and Y-4 Exhibit 13)**

13. On April 1, 2014, Mohammad Hamed testified in his deposition that rent was due for Bay 1 only. He was not asked whether rent was due for Bays 5 or 8.

Q. (Mr. Hodges) Okay. Would you agree with me, Mr. Hamed, that Plaza Extra paid rent to United Corporation for occupying the Plaza East premises from the beginning (p. 105, lines 23-25) until December 1993? (105:23-25-106:1)

* * * *

MR. HODGES: '86, 1986. (p. 106:3)

* * * *

Yes. (106:5) **(Y-3 and Y-4 Exhibit 14)**

14. On August 12, 2014, the Yusuf declaration, ¶¶ 21-25, referenced in Yusuf's *Accounting Claims and Proposed Distribution Plan*, was signed. The declaration requested rent for Bay 5 from May 1, 1994-July 31, 2001 at an amount of \$12.00 per square foot. There also was a request for rent for Bay 8 for the time periods of May 1, 1994-September 30, 2002 and April 1, 2008-September 30, 2013 at \$6.15 per square foot. The total amount due for Bays 5 and 8, according to Yusuf, is \$793,984.38. **(Y-3 and Y-4 Exhibit 4)**

15. On April 27, 2015, Judge Brady issued a Memorandum Opinion and Order in *Hamed v Yusuf*, SX-12-CV-370, regarding the payment of rent to the United Corporation by the Hamed-Yusuf Partnership. Although he awarded rent to United, he did not award interest on the rental amounts due. **(Y-3 and Y-4 Exhibit 15)**

16. On September 30, 2016, Yusuf filed his Accounting Claims and Proposed Distribution Plan in *Hamed v. Yusuf*, SX-12-CV-370. In it, he requested interest on the May 11, 2015 rental payment the Partnership made for Bay 1. He also

claimed that “[t]he total amount due to United for unpaid rent for Bays 5 and 8 is \$793,984.34” and he requested interest on the unpaid rents for Bays 5 and 8. (Y-3 and Y-4 Exhibit 16, pp. 7-8)

17. On July 21, 2017, Judge Brady issued a Memorandum Opinion and Order Re Limitations on Accounting in *Hamed v Yusuf*, SX-12-CV-370. (Y-3 and Y-4 Exhibit 17)

18. On October 30, 2017, Yusuf filed his *Amended Accounting Claims Limited to Transactions Occurring on or After September 17, 2006* in *Hamed v. Yusuf*, SX-12-CV-370. In it, he did not revise his request for payment of rents for Bay 5 and Bay 8, even though both alleged rent obligations occurred prior to September 17, 2006. (Y-3 and Y-4 Exhibit 18)

19. On March 15, 2018, the Special Master issued an Order denying United's motion for recovery of additional rent from the Partnership as holdover tenant at Bay 1. (Y-3 and Y-4 Exhibit 19)

20. On May 15, 2018, Fathi Yusuf admitted that there was no written agreement between Hamed and Yusuf after the date that Hamed sued Yusuf in 2012 that the Partnership would pay rent on Bays 5 and 8.

Request to Admit 9 of 50:

* * * *

Admit or Deny that there was no written agreement between Hamed and Yusuf after the date that Hamed sued Yusuf in 2012 that the Partnership would pay rent on Bays 5 & 8.

Response:

Admitted. (Y-3 and Y-4 Exhibit 20)

21. On May 15, 2018, Yusuf did not produce any documents related to his claim that the Partnership would pay rent on Bays 5 & 8. Therefore, there is not a lease, a written agreement indicating that the Partnership would pay rent on Bays 5 & 8 or any record of rent payments made by the Partnership. **(Y-3 and Y-4 Exhibit 21)**

22. On December 18, 2018, Yusuf stated that there were no documents related to this claim other than Mr. Yusuf's August 12, 2014 declaration.

1. Yusuf Claim Y-2 (for Rent for Bay 5&8), Hamed RTP 21, 34, Interrog. 29:

There are no additional documents responsive to this request beyond the Declaration of Fathi Yusuf dated August 12, 2014 attached as Exhibit 3 to the Defendant's Motion for Partial Summary Judgment on Counts IV, IX and XII Regarding Rent. **(Y-3 and Y-4 Exhibit 22)**

23. On December 21, 2018, Special Master Judge Ross identified the standard for a Motion for Reconsideration, as noted in the opposition to this motion. **(Y-3 and Y-4 Exhibit 23, pp. 7-9)**

24. On January 15, 2019, Yusuf further elaborated on his recollections regarding the reasons why Plaza Extra East used Bays 5 and 8 and left, as well as the price per square foot and the desirability of each Bay to tenants. Specifically, Yusuf admitted:

- There is no written lease for Plaza Extra East's use of the Bays 5 or 8 (p. 4);
- He told Wally Hamed in 1994 that rent for both Bays would be owed by the Partnership (pp. 3 and 4);
- At some point in 2001, Yusuf told Hamed that "Plaza Extra East cannot keep using Bay 5 for warehouse space as it is better utilized as retail space." (p. 4);
- Beginning on September 1, 2002, United leased Bay to a retail tenant operating as "Diamond Girl" (p. 4);
- In December 2011, Diamond Girl entered into another lease with United and expanded their space to use Bay 4 in addition to Bay 5 (p. 4);
- In both instances, Diamond Girl had written leases (p. 4); and

- From October 1, 2002 to April 1, 2008, Bay 8 was rented to an entity called "Riverdale" (the Idheilah-Zgheir lease), a food wholesaler who was not interested in utilizing the space as retail operation. Riverdale also had a written lease. (p. 5) (**Y-3 and Y-4 Exhibit 1**)

25. On January 21, 2019, Waleed Hamed testified in his deposition that Bays 5 and 8 were provided to the Partnership rent-free and he had no conversation with Fathi Yusuf where he agreed or Fathi Yusuf asked that the Partnership would pay rent for the Bays.

[Ms. Perrell]. . .you indicated that it was your understanding that Bays 5 and 8 were to be provided by United to the partnership rent-free; is that correct?

A. [WALEED HAMED] That's correct.

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

A. That's correct.

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

A. That is correct. (9:3-13)

Q. . . .But yet there was, in your opinion, no agreement to pay rent for Bays 5 and 8?

A. None whatsoever. (**Y-3 and Y-4 Exhibit 24**, 9:3-13; 15:25-16:1-2)

26. Wally Hamed testified at his January 21, 2019 deposition that he doesn't recall Plaza Extra-East utilizing Bay 5 and 8 in 1994. He also did not believe Bay 5 was used in 1995. In fact, he stated that the eight containers were still behind the Plaza Extra-East store during those years, so it would be unlikely that the store would need or use Bays 5 and 8.

Q. [Ms. Perrell] So you're telling me that over the course of the period between 1994 and . . . and July 31st of 2001, for Bay 5, that there were certain periods that you did not utilize Bay 5?

A. [WALLY HAMED] It's possible. I -- I really don't recall exactly any time period. I -- I really don't. It could be, could

be not. I don't recall.

Q. . . .So it's possible that, in fact, Plaza Extra utilized that space the entire time between May of 1994 through July 31st of 2001 for Bay 5?

A. It could be, but I'm not too sure if it's in 1994 that we actually started using it or not.

Q. . . .All right. Let's say from 1995. From 1995 to 2001, when Plaza Extra East was utilizing Bay 5, you can't say that there was any point in which it was not being (87:11-2) fully utilized?

A. I believe we had the containers, the eight containers in the back after we opened, we reopened after the fire. I don't think we were using Bay 5 at that time. I mean, if my recollection serves me right, we had the containers in the back, so, therefore, we didn't need to use Bay 5 – (88:1-7)

* * * *

A. -- in that time period.

Q. . . .Then why would you break through the concrete wall?

A. But it depends on what year we broke through the concrete. I really don't recall exactly when it was, but we had containers in the back that I had no use . . . for the Bay 5.

Q. . . .But if Mr. Yusuf testifies, or if Mr. Mike Yusuf testifies that, in fact, you broke through the wall in spring of 1994, you testified earlier that you could not dispute that, correct?

A. It's possible, because I don't recall exactly – (88:9-20)

* * * *

A. -- but we had containers in the back. We were utilizing eight containers in the back for storage. So why would I need that additional space when I had space in the back? (88:1-7, 9-20, 22-25)

* * * *

Q. But you broke through the wall because you were using the space, correct?

A. Yes, but what year. . . I don't recall exactly, but I don't think it was early on like you stated. (89:9-12)

* * * *

Q. . . .And the same would be true for Bay 8, correct? You do not know exactly when. . . Plaza Extra East started using Bay 8?

A. I don't exactly know the year, but we've used it on and off. (89:21-25)

* * * *

Q.[Ms. Perrell]. . . .And isn't it also true that Plaza Extra utilized Bay 8 since 1994 on an as-needed basis?

A. [WALLY HAMED] I'm not too sure if it's from 1994 or not, but we did use it, yes.

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

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

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

A. We used it on and off, and I'm not too sure what the years are or the months are. (Y-3 and Y-4 Exhibit 24, 87:11-25; 88:1-7, 9-20, 22-25; 89:9-12, 21-25; 14:5-18)

27. On January 21, 2019, in his deposition testimony, Wally Hamed testified that whenever Yusuf wanted to rent Bays 5 or 8, the store vacated the premises and moved the inventory back into the Plaza Extra-East Bay 1 space.

MR. HARTMANN: Bay 5. (51:17)

* * * *

Q. (Mr. Hartmann) [W]hat happened to the -- the Plaza Extra materials that were stored in there when other tenants took over that property?

A. [WALLY HAMED] Fits right in the store. In the warehouse.

Q. . . .Did. . . .United need that space? (51:20-24)

* * * *

A. Any time they needed any space, they take it. They take it back, or they utilize it, they rent it out,

whatever they do.

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

A. [T]hey didn't come to me to arrange it or anything like that. So if it's rented, we get our stuff out . . . and put it in the warehouse.

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

A. Several times.

Q. . . .whenever there wasn't a tenant in the premises, did you always use it every day otherwise?

A. No, sir.

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

A. Different times. I mean, I really can't put a number on it, but on and off over the years. It's just different times, different days. Any time they needed it, they wanted to rent it out, whatever, our stuff comes out. (52:4-25)

* * * *

Q. [Ms. Perrell]. . . .And the same would be true for Bay 8, correct? (89:21-22)

* * * *

A. And whenever there was a tenant or anything, we would definitely just give it up. (90:2-3)

* * * *

A. Move our merchandise out of there. (Y-3 and Y-4 Exhibit 24, 51:17, 20-24; 52:4-25; 89:21-22; 90:5)

28. On January 21, 2019, Fathi Yusuf testified in his deposition that he determined the cost per square foot for Bay 5 by looking at the amount paid by a *subsequent* tenant of the space, Diamond Girl. According to the Diamond Girl's leases, Diamond Girl rented Bay 5 from 2001 to 2011 and then added Bay 4 in the December 2011 lease. When Diamond Girl began renting both Bays 4 and 5, the price was \$12.00 per square foot. (**Exhibits 4 and 6**) For Bay 8, Fathi Yusuf

testified that he looked at the amount of rent paid by the tenant occupying the space *prior* to 1994.

Q. [Mr. Hartmann]. . . In your claim, your lawyers have made a claim for you in this case --

A. [FATHI YUSUF] Yes.

Q. -- for renting 5 and 8, right?

A. Yes.

Q. In your claim, it states that a particular square footage, a cost per square foot, is being charged?

A. Yes, sir.

Q.. . . Who -- where does that cost per square foot come from?

A. All right, sir. The number is -- it came from the (77:15-25) previous tenant, Ali Hardware. I was renting it for \$5 a square foot, plus maintenance and property tax.

When I build the Plaza Extra, I billing just dollar fifteen a square foot for maintenance and I forget to bill for the property tax. That's is for Number 8. It does not come out of my head. It come out from the previous tenants. (78:1-7)

* * * *

Q. (Mr. Hartmann). . . You said that in addition to Plaza Extra, you had other tenants in there, Mr. Yusuf, in Bay 5?

A. I -- I had before, I think it was the pharmacy.

And we catch fire. After the fire, it was vacant. And we build the store in 1994. (85:2-7)

* * * *

After Plaza Extra, there is no tenant whatsoever took that place, except the people, the Diamond Girl, and they were paying \$12. That's why I base my rent based on Diamond Girl rent.

(Y-3 and Y-4 Exhibit 2, 77:15-25; 78:1-7, 85:2-7, 13-16)

29. On January 21, 2019, Fathi Yusuf conceded that he never told Hamed nor established what the price per square foot would be charged at the time Plaza Extra-East used Bays 5 and 8.

Q. [Mr. Hartmann] When he used it without your knowledge, did you ever say to him, You need to pay me \$12 an hour (sic)?

A. [FATHI YUSUF] I said, I will charge you rent.

Q. You did?

A. Yes.

Q. And how much did you say?

A. I have no idea.

Q. You have no idea.

A. I have no idea.

Q. So it could be \$2?

A. When I have a new tenant, I establish the price. (Y-3 and Y-4 Exhibit 2, 89:1-11)

30. In his January 21, 2019 testimony, Fathi Yusuf testified that tenants other than Plaza Extra East had leases for Bays 5 and 8. He also stated that he could not move out tenants with a lease, such as Diamond Girl, during their lease period. Yusuf conceded that Plaza Extra-East did not have leases and could be moved out of Bays 5 and 8 at any time.

Q. [Mr. Hartmann]. . . So -- so when you had this other tenant in there, you had a lease; is that correct?

A. [FATHI YUSUF] After the fire, sir. After Plaza Extra fire, the first tenant called me, myself, a tenant. The first tenant was Plaza Extra East. The second tenant was Diamond Girl. (86:2-6)

* * * *

A. Diamond Girl is \$12.

Q. Now, when you had Diamond in there, did Diamond have a lease?

A. Yes.

Q. . . . And when Plaza was in there, did Plaza have a lease?

A. No.

Q. . . . And on the Diamond lease, it said they could be there for a certain amount of time, right?

A. Yes.

Q. And you couldn't move them out just one day because you felt like it, could you?

A. I don't want to move them out.

Q. Oh, no, of course not, 'cause they're a rent-paying tenant --

A. Yes.

Q. -- so you want them in there for the period of the lease? (86:8-25)

A. Yes.

Q. And -- and they paid you \$12 --

A. Yeah.

Q. -- so that you couldn't move them out so they could use it; is that correct?

A. Yeah, -- (87:1-6)

* * * *

A. -- that's exactly what happened.

Q. But you could move Plaza Extra out any time?

A. What?

Q. Could you move Plaza Extra out any time?

A. Yes.

Q.. . . So they weren't really a tenant?

A. Who?

Q. Plaza Extra? (87:8-15)

* * * *

Q. If you wanted to move Diamond in -- when you moved Diamond in, didn't you just go to them and say you have to take the Plaza Extra stuff out?

A. Who?

Q. Didn't you tell him Hamed?

A. Yeah, yeah.

Q. You did?

A. Yeah.

Q. And you could tell them to leave any time?

A. Yeah, because I give it to them and they used it.

I really feel bad to have that bays always close. It does not look good for the building. But no tenant come in.

When the tenant come, the right one, we negotiate, and he have it for \$12. (88:3-16)

* * * *

A. From day one, I don't want Plaza Extra there.

Q. You wanted a tenant in there?

A. I want a tenant, yes.

Q. Because the tenant will pay you full value?

A. Not only that -- this is part of it, yes, but this (89:21-25) is a shopping center; it's not a warehouse. (Y-3 and Y-4 Exhibit 2, 86:2-6, 8-25; 87:1-6, 8-15; 88:3-16; 89:21-25; 90:1)

31. Despite the fact that the FBI collected the document from United's offices, on January 21, 2019, Fathi Yusuf testified that he never saw year-to-date summaries on rents or monthly rental statements for the United Shopping Plaza bays, similar to those documents that were attached to the August 27, 2001 letter to Fathi Yusuf from Thomas Luff, the United Shopping Plaza's Property Manager.

[Mr. Hartmann] I'm going to hand you a document dated August 22nd (sic), 2001 on United Corporation letterhead. Says United Corporation, United Shopping Plaza. (71:20-22)

* * * *

Q. And it's signed by Thomas W. Luff, the property manager. (71:24-25)

* * * *

Q. . . . Do you remember receiving this letter?

A. No, sir. (72:5-6)

* * * *

Q. Do you doubt that you received it?

A. I'm definitely sure I have never saw this paper before.

Q. So you've never seen this document?

A. I never seen it before. (72:9-13)

* * * *

Q. Now, if you look at the documents that are attached to this letter, which are analyses of the rents and the vacancies for the property in 2001, did you receive those types of documents from -- or did Mike receive those documents? (73:16-20)

* * * *

Q. . . . I'm saying that the (73:25)

types of documents that are in it, year-to-date summaries on rents, the monthly rental statements, did you get those normally or did Mike get those normally?

A. I never received it, not even one time. Not normally or not normally. I have never received such

documents. (**Y-3 and Y-4 Exhibit 2**, 71:20-22, 24-25; 72:5-6, 9-13; 73:16-20; 74:1-6)

32. On January 21, 2019, Fathi Yusuf testified that he was working in St. Thomas in 2001.

[Mr. Hartmann] I'm going to hand you a document dated August 22nd (sic), 2001 on United Corporation letterhead. Says United Corporation, United Shopping Plaza. (71:20-22)

* * * *

Q. So we'd have to ask Mike about this?

A. [FATHI YUSUF] Yes. The simple reason, because I was in St. Thomas working all the time. (**Y-3 and Y-4 Exhibit 2**, 71:20-22; 72:21-23)

33. On January 22, 2019, Waheed "Willie" Hamed testified in his deposition that he heard telephone conversations between Fathi and Mike Yusuf and Wally Hamed where Fathi Yusuf gave Mike Yusuf and Wally Hamed permission to use Bays 5 and 8 as a warehouse.

[Ms. Perrell]. . . .With regard to -- there's a claim that United is making for rent that they're claiming is due as to Bays 5 and 8 at the United Shopping Center relating to Plaza Extra East. (6:21-24)

* * * *

Q. . . .So you're saying that there were telephone conversations between Mr. Yusuf, Wally, and Mike saying that they could use the warehouse?

A. [WILLIE HAMED] Yes, ma'am. (**Y-3 and Y-4 Exhibit 25**, 6:21-24, 7:5-8)

34. On January 22, 2019, Willie Hamed testified that when Fathi Yusuf gave permission to Mike Yusuf and Wally Hamed's to use the United Shopping Plaza's bays as warehouse space for Plaza Extra East, Yusuf did not make a request for rent or say rent would have to be paid at some point. Instead, Fathi Yusuf told them "[until] somebody else comes in and then you guys move out."

Q.[Ms. Perrell]. . . .So you're saying that there were telephone conversations between Mr. Yusuf, Wally, and Mike saying that they could use the warehouse [Bay 5 and/or 8]?

A. [WILLIE HAMED] Yes, ma'am. (7:5-8)

* * * *

Q. . . .And in the conversation, was Mr. Yusuf indicating that they could use the warehouse [Bay 5 and/or 8] rent-free?

A. There was no mention of any money, any compensation for anything.

Q.. . .But did he say the words "free"? It sounds like you didn't -- he didn't say it one way or the other?

A. He didn't say the word "free" at all and he didn't say there was money to be paid. So all I know, that he was on the phone. We have a small office. And he would tell him, Go ahead and use the warehouse. (**Y-3 and Y-4 Exhibit 25**, 7:5-8, 15-24)

35. On January 22, 2019, Willie Hamed testified in his deposition that he had seen the *Accounts Receivable Current Month* reports before and noted that they were faxed to the St. Thomas communal office fax on at least a monthly basis by the St. Croix accountant. Willie Hamed stated that “[w]hoever gets the fax, gives it to the respective party.”

[Ms. Perrell] Have you ever seen this before?

A. [WILLIE HAMED] (Witness reviews document.) I've seen -- not these, but I've seen something like this. Like these here.

(Indicating.)

Q. Okay. When you say, "these here," we've got some numbers on the bottom – (8:20-25)

* * * *

Q. -- of the pages that we need to identify. . . . (9:2)

* * * *

A.. . .FBIX237825.

Q. Okay. You've seen that one before?

A. I've seen something, yeah. I've seen something like that, yes.

Q. When did you -- when did you first --
A. I don't recall when. These -- these used to come
in from their accountant in St. Croix to Yusuf. (9:8-14)

* * * *

A. To the accountant at the time. I think it was Ben
Irving or whoever the accountant was. (9:16-17)

* * * *

Q. . . .How many have you seen?

A. Numerous. At least once a month.

Q. . . .Why would you have an occasion to see
these, because these relate to the tenant accounts?

A. We're all in the same office. Comes on our fax.

Whoever gets the fax, gives it to the respective party. (Y-3 and Y-4
Exhibit 25, 8:20-25; 9:2, 8-14, 16-17, 20-25)(Emphasis added.)

36. On January 22, 2019, Willie Hamed testified that the St. Thomas fax did not always have the store's fax number and name on the header of the fax because "sometimes we've had our fax break down, whether in St. Croix or St. Thomas, so we replace fax. And sometimes when you're new and you don't program it the way to your number and your company name, then it won't print that."

Q. . . .Other than what we've just discussed with
regards to Bay 5 and 8 -- well, let me ask you this: With
regard to -- with regard to the fax, if a document had come
across the fax machine at Plaza Extra Tutu Park, -- (10:15-18)

* * * *

Q. -- wouldn't it have some kind of an indication of
a fax on the top of the page? I mean, this may be a
different copy, but is that what would happen?

A. Yes and no, because sometimes we've had our fax
break down, whether in St. Croix or St. Thomas, so we
replace fax. And sometimes when you're new and you don't (10:20-
25)

program it the way to your number and your company name,
then it won't print that. Or if you e-mail it from your
computer, it won't come up with that thing that you're
requesting. (Y-3 and Y-4 **Exhibit 25**, 10:15-18, 20-25; 11:1-4)

37. On March 31, 2019, in a declaration by Kim Japinga, paralegal for the Hameds, related that the August 27, 2001 letter to Fathi Yusuf from Thomas Luff regarding the rent per square foot, the amount of rent collected and the amount of rent outstanding for the United Shopping Plaza Bays, was found in box 148, a box containing Plaza Extra documents that were seized during the 2001 FBI raid of the Plaza Extra stores and returned to the Partnership by the FBI Puerto Rico office in 2014. **(Y-3 and Y-4 Exhibit 26)**

Dated: April 1, 2019



Carl J. Hartmann III, Esq.

Co-Counsel for Plaintiff

5000 Estate Coakley Bay, L6

Christiansted, VI 00820

Email: carl@carlhartmann.com

Tele: (340) 719-8941

Joel H. Holt, Esq.

Counsel for Plaintiff

Law Offices of Joel H. Holt

2132 Company Street,

Christiansted, VI 00820

Email: holtvi@aol.com

Tele: (340) 773-8709

Fax: (340) 773-8670

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of April, 2019, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross
Special Master
% edgarrossjudge@hotmail.com

Gregory H. Hodges
Charlotte Perrell
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

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

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



CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



Exhibit 1

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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,)	
)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.)	
	)	ACTION FOR INJUNCTIVE
FATHI YUSUF and UNITED CORPORATION,	)	RELIEF, DECLARATORY
	)	JUDGMENT, AND
Defendants/Counterclaimants,	)	PARTNERSHIP DISSOLUTION,
v.	)	WIND UP, AND ACCOUNTING
)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,)	
<u>Additional Counterclaim Defendants.</u>	)	Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,)	
	)	CIVIL NO. SX-14-CV-287
Plaintiff,)	
v.	)	ACTION FOR DAMAGES AND
	)	DECLARATORY JUDGMENT
UNITED CORPORATION,)	
)	
Defendant.)	
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED,	)	CIVIL NO. SX-14-CV-278
)	
Plaintiff,	)	ACTION FOR DEBT AND
v.	)	CONVERSION
)	
FATHI YUSUF,)	
)	
Defendant.)	
FATHI YUSUF and UNITED CORPORATION,	)	CIVIL NO. ST-17-CV-384
)	
Plaintiffs,	)	ACTION TO SET ASIDE
v.	)	FRAUDULENT TRANSFERS
)	
THE ESTATE OF MOHAMMAD HAMED, Waleed Hamed as Executor of the Estate of Mohammad Hamed, and)	
THE MOHAMMAD A. HAMED LIVING TRUST,)	
)	
Defendants.)	
)	

Y-3 and Y-4

EXHIBIT
1

**SUPPLEMENTAL RESPONSES
TO HAMED'S DISCOVERY**

~~Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation~~
("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Supplemental Responses to Hamed's Discovery as follows:

1. Interrogatory No 3 – Relating to H-1, Dorthea Condo

Dorthea Condo transaction. Mr. Yusuf confirms the following:

1. I was to receive the proceeds under the sales contract for the sale of the Dorthea Condo.
2. The full amount of \$1.5 million for the sale was received.
3. I am currently in possession of \$1,350,000 of the total amount of those proceeds in the form of another asset. The remaining \$150,000, I directed the purchaser to pay directly to the Batch Plant to make up for what Hamed had received 10 years earlier but had failed to deliver to the Batch Plant. Attached is the document that reflects that payment (FY015136). The breakdown is: \$750,000 for Yusuf (1/2 of the \$1,500,000) and \$600,000 for Hamed (total due \$750,000 (his 1/2 of the 1,500,000) minus \$150,000 paid to the Batch Plant from Hamed's portion).
4. I believe that I provided the handwritten "Dorothia" document to Willy but I do not recall when.
5. It is my belief that the principle payments were received prior to 2006. However, I ~~cannot say this for sure.~~




2. Interrogatory No. 29 and Requests for Production of Documents No.s 21 and 34 – Relating to Y-2 and 4 relating to rent for Bays 5 and 8

Yusuf and United provide the following supplemental response to Interrogatory #29 and Requests for Production of Documents #21 and #34:

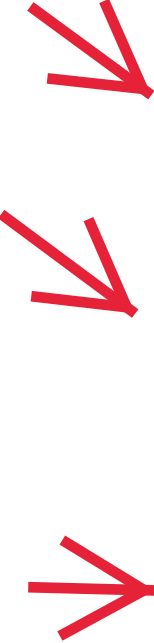
United has made a claim for past due rent for Bays 5 and 8 which were leased by Plaza Extra East at various points in time and utilized as extra storage. Yusuf set forth in his Declaration dated August 12, 2014 the square footage of each Bay, the period of the rental and the price per square foot. Again, Yusuf incorporates his August 12, 2014 Declaration together with the attached Chart as responsive to Interrogatory #29. In addition, attached is a floor plan of the United Shopping Center reflecting the location of Plaza Extra East and the other commercial/retail storefronts referred to as Bays (FY015135).

A. Bay 5 – Period May 1, 1994 through July 31, 2001

Bay 5 is close to the entrance of Plaza Extra East and is one of the most desirable storefronts in the United Shopping Center given its location and visibility. From 1987 to the time of the fire in 1992, Bay 5 was rented to a pharmacy. There is no copy of the lease for this period as it was destroyed in the fire. During this 1987-1992 timeframe, Plaza Extra East was utilizing a series of trailers as warehouse space to provide additional storage for inventory. There were eight trailers, four on the bottom and four on top. However, this storage system of trailers was very cumbersome and inefficient to access and effectively utilize. As Plaza Extra East was being rebuilt and then reopening, it needed additional space for storage which was easier to access.




As described more fully below, Plaza Extra East began utilizing Bay 8 for storage upon reopening in May, 1994. However, additional space was still needed. Mike Yusuf and Waleed Hamed broke through a cement block wall between Bay 4 and 5 to utilize the space in Bay 5 for sodas. They made an opening big enough for the forklift to go through. Their efforts demonstrate knowledge by Hamed that the space was being used. The space was utilized by Plaza Extra East from May 1, 1994 through July 31, 2001 for storage and primarily for the storage of sodas. Mr. Yusuf was not happy to discover that this particular Bay was needed for ~~storage space because he would have preferred the space to be used as a retail store.~~ In a conversation with Waleed Hamed, Mr. Yusuf explained that he would prefer to use the space to lease to retail but that if Plaza Extra East was going to use it for storage and needed the space, then it would have to pay rent, to which Waleed Hamed responded that he agreed. ~~As Yusuf was~~ in charge of setting the price and collecting the rent, he set the price at the same amount as other commercial tenants for that space. As with the rent for Bay 1, United allowed the rent to accrue so as to provide the partnership with greater liquidity. Waleed Hamed agreed to this arrangement.




At some point in the first half of 2001, Mr. Yusuf explained that Plaza Extra East cannot keep using Bay 5 for warehouse space as it is better utilized as retail space. ~~It was helpful to the partnership to have other retail stores in the United Shopping Center which drives more customers to the area and then into Plaza Extra East. However, using such visible space for storage did not help increase the traffic to the center and by extension to Plaza Extra East. As Bay 5 is a highly visible space, the better use of the space was for retail.~~ Beginning on September 1, 2001, United leased Bay 5 to a retail tenant operating as "Diamond Girl." A copy of the lease is attached to demonstrate the end of the period that Plaza Extra East was utilizing Bay 5. ~~(Bates FY015138-75). The lease with Diamond Girl was for ten years.~~ In December 2011, Diamond Girl entered into another lease with United and expanded their space to use Bay 4 in addition to Bay 5. A copy of that lease is also attached. (Bates FY015176-211). ~~These leases reflect the price charged for the space and the ending time period of Plaza East's occupancy of Bay 5.~~ There is no written lease for Plaza Extra East's use of the Bays 5 or 8, just as there was no written lease for the use of space to house the Plaza Extra East store. Waleed Hamed agreed to this arrangement. The total amount due for the period of rent for Bay 5 is as set forth in Yusuf's August 12, 2014 Declaration for \$271,875.00.


B. Bay 8 – May 1, 1994 through September 30, 2002 ("First Bay 8 Rent")




Bay 8 is located in the corner of the shopping center and is a double bay. It is a less desirable location as a retail store given the limited storefront and lack of visibility being in the corner of the center.



From 1987 to the time of the fire in 1992, Bay 8 was rented to Ali's Hardware. Ultimately, United had to evict Ali Hardware at some point prior to the fire. Mike Yusuf recalls the scenario where the renter threw the keys to Mike as they were rebuilding the store after he had been evicted. The eviction was handled by Carl Beckstedt. Attached is an unsigned "Satisfaction of Judgment" reflecting the action brought against Ali Hardware for the collection of back rent demonstrating the date the suit was filed as 1993. (Bates FY01537). As described above, the storage system of stacked trailers used by Plaza Extra East at this time was inefficient. As Plaza Extra East was being rebuilt, it needed the additional space for storage.



Following the fire, Plaza Extra East reopened in May 1994 and began utilizing Bay 8 for additional storage. Given its less desirable location as a retail store, its large size and easy access to the back of the bay with a roll-down door, it was suitable and more feasible to use as a warehouse. Bay 8 was occupied by Plaza Extra East from May 1, 1994 through September 30, 2002. As the space had previously been rented to a third party but was now being utilized by Plaza Extra East, Mr. Yusuf discussed with Waleed Hamed that Plaza Extra East would need to pay rent for the use of this additional space and he agreed. As with the rent for Bay 1, United allowed the rent to accrue so as to provide the partnership with greater liquidity. Waleed Hamed agreed to this arrangement.



From October 1, 2002 to April 1, 2008, the space was then rented to an entity called Riverdale which is a food wholesaler who was not interested in utilizing the space as retail operation. A copy of the lease for Bay 8 is attached to reflect when the First Bay 8 Rent period ended and the amount charged for this space. (Bates FY015212-247). ~~The total amount due to~~ United for the First Bay 8 Rent is as set forth in Yusuf's August 12, 2014 Declaration for \$323,515.63.

C. April 1, 2008 through May 30, 2013 ("Second Bay 8 Rent")

When the lease with Riverdale ended, Plaza Extra East began using the space for storage. As with the earlier period of use and the use of Bay 5, Yusuf discussed with Waleed Hamed that Plaza Extra East would pay rent on the same terms as before and Waleed Hamed Agreed. The total amount due to United for the Second Bay 8 Rent is as set forth in Yusuf's August 12, 2014 Declaration for \$198,593.44. As before, United allowed the rent for this period to accrue rather than demanding payment so as to allow the partnership greater liquidity.

After May 30, 2013, United again rented Bay 8 to Riverdale or a relative of the individual who rented as Riverdale from that point forward.

There are no written leases between Plaza Extra East and United as to renting Bay 5 and Bay 8. At the time, the stores were all operating as United. However, as described above Mr. Yusuf discussed the matter with Waleed Hamed and he agreed to pay rent for the space utilized. Collection of the rent was deferred for Bays 5 and 8, just as it was deferred for the Plaza Extra East Store. *See* Yusuf Declaration of August 12, 2014, ¶8.

As to the period after this lawsuit was filed, United shows that Plaza Extra East continued to occupy the space until it was rented to the tenant associated with Riverdale. Mr. Yusuf considered the partial rent payments made by the partnership as to Bay 1 as a partial payment of the total rent debt due which included the rent for Bays 5 and 8. When Plaza Extra East was using either Bay 5 or 8, their use and occupancy was continuous during that period of time.

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: January 15, 2019

By: s/Charlotte K. Perrell
CHARLOTTE K. PERRELL
(V.I. Bar #1281)
Law House
1000 Frederiksberg Gade - P.O. Box 756
St. Thomas, VI 00804-0756
Telephone: (340) 715-4422
Facsimile: (340) 715-4400
E-Mail: cperrell@dtflaw.com

*Attorneys for Fathi Yusuf and United
Corporation*

Exhibit 2

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

WALEED HAMED, as the Executor of)
the Estate of MOHAMMAD HAMED,)
)
Plaintiff/Counterclaim 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
FATHI YUSUF**

Y-3 and Y-4

EXHIBIT

2

THE VIDEOTAPED ORAL DEPOSITION OF FATHI YUSUF

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 12:22 p.m. and 2:41 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Susan C. Nissman RPR-RMR
Registered Merit Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8161

APPEARANCES**A-P-P-E-A-R-A-N-C-E-S****For the Plaintiff:**

Law Offices of
Carl Hartmann, III
5000 Estate Coakley Bay, L-6
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Carl Hartmann, III
Kimberly Japinga

and

Law Offices of Joel H. Holt
2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Joel H. Holt

For the Defendants:

Law Offices of
Dudley, Topper & Feuerzeig
P.O. Box 756
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804

By: Charlotte Perrell

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

INDEX

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

Description	Counsel	Page
Direct	by Mr. Hartmann	6
Cross	by Ms. Perrell	44
Redirect	by Mr. Hartmann	50
Recross	by Ms. Perrell	55
Redirect	by Mr. Hartmann	58
Recross	by Ms. Perrell	61
Redirect	by Mr. Hartmann	68
Recross	by Ms. Perrell	91
Redirect	by Mr. Hartmann	96
Recross	by Ms. Perrell	104
Redirect	by Mr. Hartmann	111

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

Exhibit	Description	Page
H-1 Exhibit 1	Minutes of the Organization Meeting of Y & S Corporation, Inc. dated September 26, 1994	7
H-1 Exhibit 2	Special Warranty Deed	11
H-1 Exhibit 3	Special Warranty Deed	13
H-1 Exhibit 4	Excerpt Transcript of Fathi Yusuf dated April 2, 2014	13
H-1 Exhibit 5	Letter dated June 15, 2000	15
H-1 Exhibit 6	Agreement of Sale of Stock	16
H-1 Exhibit 7	Notice of Payment of Purchase Price and Authorization to Release Stock Certificates	19
H-1 Exhibit 8	Handwritten Document	19
H-1 Exhibit 9	Complaint	28
H-1 Exhibit 10	Stipulation RE: Consolidation	31

INDEX

H-1 Exhibit 11 - Yusuf's Accounting Claims and Proposed Distribution Plan	33
H-1 Exhibit 12 - Yusuf's Amended Accounting Claims Limited to Transactions Occurring on or after September 17, 2006	39
Y-2 Exhibit 1 - Letter dated August 27, 2001 from Thomas W. Luff to Fahti Yusuf	71
7 - Exhibit 1, FY 015045-015134	61
8 - Declaration of Fathi Yusuf	105

Deposition Pages 71-74

71:20-22, 24-24

72:5-6, 9-13, 21-23

73:16-20, 25

74:1-6

FATHI YUSUF -- REDIRECT

1 **Q.** You don't remember Judge Ross saying no to the
2 inventory in the containers?

3 **A.** I never submit anything to him.

4 **Q.** No, no to the materials that were in the
5 containers?

6 **A.** No, I don't.

7 **Q.** Okay.

8 **A.** Maybe he told me, maybe not.

9 **Q.** Okay.

10 **A.** I don't know.

11 **Q.** Okay. Let's move on. We're going to move on to
12 the question of --

13 **A.** If we go back to Judge Ross, he's going to tell
14 you, yes, I only bid what's underneath that roof.

15 (Deposition Exhibit No. Y-2 Exhibit 1 was
16 marked for identification.)

17 **Q.** Okay. We're going to go on to the issues
18 surrounding Yusuf Claim Y-2, which is the unpaid rent for
19 Bays 5 and 8.

20 I'm going to hand you a document dated
21 August 22nd (sic), 2001 on United Corporation letterhead.
22 Says United Corporation, United Shopping Plaza.

23 **A.** Um-hum.

24 **Q.** And it's signed by Thomas W. Luff, the property
25 manager.

FATHI YUSUF -- REDIRECT

1 **A.** Yeah.

2 **Q.** Addressed to you and it's copied to Mike, Mike
3 Yusuf.

4 **A.** Um-hum.

5 **Q.** Okay. Do you remember receiving this letter?

6 **A.** No, sir.

7 **Q.** Do you doubt that you received this letter?

8 **A.** Excuse me?

9 **Q.** Do you doubt that you received it?

10 **A.** I'm definitely sure I have never saw this paper
11 before.

12 **Q.** So you've never seen this document?

13 **A.** I never seen it before.

14 **Q.** Okay. Who was Mr. Luff?

15 **A.** I honestly don't remember him. My son remember
16 him.

17 **Q.** Which son?

18 **A.** Mike.

19 **Q.** Okay.

20 **A.** Maher.

21 **Q.** So we'd have to ask Mike about this?

22 **A.** Yes. The simple reason, because I was in
23 St. Thomas working all the time.

24 **Q.** And -- and why would Mike know about it? What --
25 what was Mike's position at the time that he would know

FATHI YUSUF -- REDIRECT

1 about it?

2 **A.** He's my son. Forget about the position. He's the
3 president.

4 **Q.** Okay.

5 **A.** But it is his father property.

6 **Q.** But he was also the president of United, wasn't
7 he?

8 **A.** Yes.

9 **Q.** Okay. So this was United property owned by United
10 and a letter was being sent to United by United's property
11 manager and he copied Mike because Mike was the president of
12 United, we think?

13 **A.** I don't know.

14 **Q.** Okay. We'll ask Mike.

15 **A.** Can't answer for anybody.

16 **Q.** Now, if you look at the documents that are
17 attached to this letter, which are analyses of the rents and
18 the vacancies for the property in 2001, did you receive
19 those types of documents from -- or did Mike receive those
20 documents?

21 **A.** As far as I'm concerned, sir, I already gave you
22 the answer. I will repeat it one more time.

23 **Q.** Okay.

24 **A.** I have never seen this document before.

25 **Q.** ~~No, I'm not asking that, sir.~~ I'm saying that the

FATHI YUSUF -- REDIRECT

1 types of documents that are in it, year-to-date summaries on
2 rents, the monthly rental statements, did you get those
3 normally or did Mike get those normally?

4 **A.** I never received it, not even one time. Not
5 normally or not normally. I have never received such
6 documents.

7 **Q.** Do you think Mike got them or do you think nobody
8 got them?

9 **A.** I don't know. Let Mike answer the question.

10 **Q.** Okay. That's fine.

11 So you know nothing about this at all?

12 **A.** I can answer about the next one.

13 **Q.** About the next?

14 **A.** Yeah. The next sheet. There's one more sheet
15 from the same gentleman.

16 **Q.** There is? Where's that?

17 **A.** Where is this? You know the other sheet?

18 **MS. PERRELL:** Yeah, it's in the back.

19 **A.** In the back? No, ma'am. It's both of them. Two
20 of them.

21 **MS. PERRELL:** No, there's only one from --
22 from Mr. Luff.

23 **A.** There is one more.

24 **Q.** **(Mr. Hartmann)** Okay. Well, wait, wait.

25 **A.** Look for the document, please. You'll find it.

Deposition Pages 77-78

77:15-25

78:1-7

FATHI YUSUF -- REDIRECT

1 the confusion.

2 **MR. HARTMANN:** Okay.

3 **MS. PERRELL:** But that's -- there is no -- no
4 document source, other than the receipt of it from you guys,
5 and I understand what you're saying it came from, but there
6 is no -- anything else.

7 **Q. (Mr. Hartmann)** Okay. Okay. What I'm really
8 trying to get at here, Mr. Yusuf --

9 **A.** Yes.

10 **Q.** -- is are you the person I should be asking
11 questions about 5 and 8, or should I be asking Mike?

12 **A.** No, 5 and 8 is very important that I being asked.

13 **Q.** That you be asked?

14 **A.** Yes.

15 **Q.** Okay. In your claim, your lawyers have made a
16 claim for you in this case --

17 **A.** Yes.

18 **Q.** -- for renting 5 and 8, right?


19 **A.** Yes.

20 **Q.** In your claim, it states that a particular square
21 footage, a cost per square foot, is being charged?

22 **A.** Yes, sir.

23 **Q.** Okay. Who -- where does that cost per square foot
24 come from?

25 **A.** All right, sir. The number is -- it came from the

**FATHI YUSUF -- REDIRECT**

1 previous tenant, Ali Hardware. I was renting it for \$5 a
2 square foot, plus maintenance and property tax.

3 When I build the Plaza Extra, I billing just
4 dollar fifteen a square foot for maintenance and I forget to
5 bill for the property tax. That's is for Number 8. It does
6 not come out of my head. It come out from the previous
7 tenants. And the -- then Plaza used the place for 7-8

8 years. And then we open up Frederiksted. We don't need 8
9 no more. We thought we don't need 8 anymore. So I have a
10 tenant and I will rent that to Robert Hill, some company, a
11 wholesaler in St. Croix. He took it, I think, for -- I
12 don't remember what -- how many years. And after that, he
13 left.

14 We realize that we should never rent it,
15 because even though we have Plaza West with a huge warehouse
16 capacity, still, we should never rent it to Robert Hill
17 because we need this to be close by --

18 **Q.** Okay. So --

19 **A.** -- to the store.

20 **Q.** -- if you look back at -- if you look back at that
21 document that you said you've never seen.

22 **A.** Excuse me?

23 **Q.** Exhibit 1. It's the one --

24 **A.** Oh, this one?

25 **Q.** Right.

Deposition Pages 85-90

85:2-7, 13-16

86:2-6, 8-25

87:1-6, 8-15

88:3-16

89:1-11, 21-25

90:1, 19-20

FATHI YUSUF -- REDIRECT

1 time is 2:07.

2 Q. (Mr. Hartmann) Okay. You said that in addition to
3 Plaza Extra, you had other tenants in there, Mr. Yusuf, in
4 Bay 5?

5 A. I -- I had before, I think it was the pharmacy.
6 And we catch fire. After the fire, it was vacant. And we
7 build the store in 1994. ~~We reopen it and they tear up the~~
8 wall. This is adjacent to Plaza Extra. He tear up 25 feet
9 of that wall completely.

10 Q. I understand. The question is, are there other
11 tenants?

12 A. Excuse me. No, no, no, wait a minute.

13 After Plaza Extra, there is no tenant
14 whatsoever took that place, except the people, the Diamond
15 Girl, and they were paying \$12. That's why I base my rent
16 based on Diamond Girl rent.

17 Q. Okay. So there was another tenant, Diamond?

18 A. It was the pharmacy.

19 Q. Okay.

20 A. Part of the pharmacy, which is why -- I mean, I
21 think it burned down, the pharmacy, or -- or close down?

22 Q. That's all right.

23 A. Close down. Okay.

24 Q. She can't answer. You told her not to answer.

25 A. No, I don't remember. No, I'm talking to my son,

FATHI YUSUF -- REDIRECT

1 not to her.

2 Q. Oh, okay. So -- so when you had this other tenant
3 in there, you had a lease; is that correct?

4 A. After the fire, sir. After Plaza Extra fire, the
5 first tenant called me, myself, a tenant. The first tenant
6 was Plaza Extra East. The second tenant was Diamond Girl.

7 Q. Okay, good.

8 A. Diamond Girl is \$12.

9 Q. Now, when you had Diamond in there, did Diamond
10 have a lease?

11 A. Yes.

12 Q. Okay. And when Plaza was in there, did Plaza have
13 a lease?

14 A. No.

15 Q. Okay. And on the Diamond lease, it said they
16 could be there for a certain amount of time, right?

17 A. Yes.

18 Q. And you couldn't move them out just one day
19 because you felt like it, could you?

20 A. I don't want to move them out.

21 Q. Oh, no, of course not, 'cause they're a
22 rent-paying tenant --

23 A. Yes.

24 Q. -- so you want them in there for the period of the
25 lease?

FATHI YUSUF -- REDIRECT

1 **A.** Yes.

2 **Q.** And -- and they paid you \$12 --

3 **A.** Yeah.

4 **Q.** -- so that you couldn't move them out so they
5 could use it; is that correct?

6 **A.** Yeah, --

7 **Q.** Okay.

8 **A.** -- that's exactly what happened.

9 **Q.** But you could move Plaza Extra out any time?

10 **A.** What?

11 **Q.** Could you move Plaza Extra out any time?

12 **A.** Yes.

13 **Q.** Okay. So they weren't really a tenant?

14 **A.** Who?

15 **Q.** Plaza Extra?

16 **A.** It's not a free world.

17 **Q.** No, I'm not asking --

18 **A.** Wait.

19 **Q.** I'm asking, could you move them out?

20 **A.** Me and my sons. We the owner of the building.

21 Now, we have someone, outsider, who have not
22 a drop a blood in that building. My blood in that building.
23 I am not a tenant, but when Mohammad Hamed became my
24 partner, he is a tenant.

25 **Q.** Could he -- could he stay there even if you wanted

FATHI YUSUF -- REDIRECT

1 to move Diamond in?

2 **A.** What?

3 **Q.** If you wanted to move Diamond in -- when you moved
4 Diamond in, didn't you just go to them and say you have to
5 take the Plaza Extra stuff out?

6 **A.** Who?

7 **Q.** Didn't you tell him Hamed?

8 **A.** Yeah, yeah.

9 **Q.** You did?

10 **A.** Yeah.

11 **Q.** And you could tell them to leave any time?

12 **A.** Yeah, because I give it to them and they used it.
13 I really feel bad to have that bays always close. It does
14 not look good for the building. But no tenant come in.
15 When the tenant come, the right one, we negotiate, and he
16 have it for \$12.

17 **Q.** And did you -- but what I'm asking you is, when
18 you talked to Hameds about them using the building, at some
19 point you went to the Hameds, right, and said, Let's use
20 Bay 5, right?

21 **A.** I never tell him, Let's use Bay 5.

22 **Q.** What did you say?

23 **A.** He used it without my knowledge.

24 **Q.** Without your knowledge? Okay.

25 **A.** You know.

FATHI YUSUF -- REDIRECT

1 Q. When he used it without your knowledge, did you
2 ever say to him, You need to pay me \$12 an hour (sic)?

3 A. I said, I will charge you rent.

4 Q. You did?

5 A. Yes.

6 Q. And how much did you say?

7 A. I have no idea.

8 Q. You have no idea.

9 A. I have no idea.

10 Q. So it could be \$2?

11 A. When I have a new tenant, I establish the price.

12 Q. And one of the things you used when you
13 established the price is the fact that while they're there,
14 they own it for that period of time? They can stay there
15 for that whole year or the whole 2 years?

16 A. I don't want it, even if you pay 20. Reason why,
17 I (sic) will hurt the shopping center.

18 Q. You want him in there?

19 A. I don't want him in there.

20 Q. You don't want who in there?

21 A. From day one, I don't want Plaza Extra there.

22 Q. You wanted a tenant in there?

23 A. I want a tenant, yes.

24 Q. Because the tenant will pay you full value?

25 A. Not only that -- this is part of it, yes, but this

FATHI YUSUF -- REDIRECT

1 is a shopping center; it's not a warehouse.

2 Q. Right.

3 A. I own now warehousing and retail areas.

4 Q. So if --

5 A. It's two different name. Two different picture.
6 Two different visitors.

7 Q. So at any time, if you could have gotten, for
8 instance, another pharmacy, or if you could have gotten an
9 eyeglass store, or if you could have gotten something like
10 that, --

11 A. Uh-huh.

12 Q. -- you would have preferred to have them?

13 A. I prefer to have anybody but not Plaza Extra.

14 Q. I -- okay. And that's --

15 A. Plaza Extra --

16 Q. -- because they would pay you full rent?

17 A. Plaza Extra -- it's not that.

18 Q. It's what?

19 A. I tell you that is built for retail store, not for
20 warehousing.

21 Q. Okay.

22 A. But Wally use it for a warehouse.

23 Q. So you said that the Hameds did it without your
24 knowledge?

25 A. Without my permission.

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, **FATHI YUSUF**, 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 5th 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

Exhibit 3

United Corporation

United Shopping Plaza

P.O. Box 763, 4C & D Sion Farm, Christiansted, VI 00821 Phone (340) 778-6240, Fax (340) 778-1200

August 27, 2001

Fahti Yusuf
Plaza Extra, St. Thomas
Fax #775-5766

Subject: United Shopping Plaza Reports

Dear Mr. Yusuf,

Here is a brief summary of the enclosed reports:

#1. YTD summary of checkbook income- YTD \$118,540 and balance \$215.055 before tax payments shown on first sheet. "Unrelated" items are family expenses.

2 & 3 are monthly worksheets of rent paid balanced against my Database and accounts receivable sheets. Gross receipts and tax are calculated, amount billed vs. paid, sum of taxes paid shown. The graph shows the payment pattern.

#4. A check register with every check shown and deposits by date. The month's income and YTD is calculated, plus the balance at the end of the month.

#5 The check amounts are distributed among expense categories and the checkbook balanced against the bank statement.

#6. Lists the tenants, rents, areas and rent / sq. ft. plus calculated account receivables to date. Vacancies and vacancy % are shown at the bottom.

#7 List of tenants by lease status: date signed, term and expiration date.

#8 Tax Invoice List- shows total amount billed in February and amounts paid by month to date. Totals show amounts paid and those remaining to be paid.

Y-3 and Y-4

EXHIBIT

3

There are several other reports that I keep for my use in collecting rent and the accounts receivable sheet sent to Ben every month. Many of them mimic the paper records we have, but allow easy manipulation of the data by sorting, graphing and electronic searching. These records are backed up frequently so any data lost would be minimal and easily restored.

Please let me know if you would like any of these reports sent monthly or any other period. I send Ben #3,4 & 5 with the bank statement mid-month.

Thomas W. Luff, Property Manager


United Shopping Plaza

Cc: Mike Yusuf

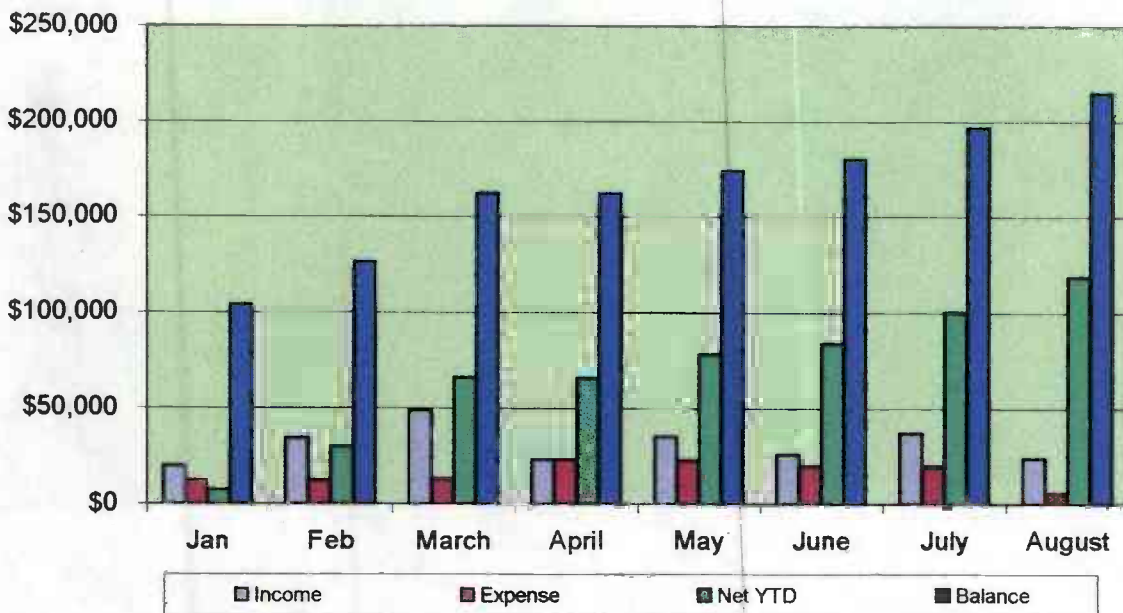
Enclosures:

1. List of Real Estate taxes to be paid 8/31/01.
2. Year to Date Summary of income & expenses with graph
3. Monthly Reconciliation of Rent and list of deposits-July & August (to date)
4. Check Register
5. Expense Distribution/ and balancing against bank statement
6. Accts Receivable list 8/22/01
7. Lease Data and Tenant List
8. Tax Payment record

YEAR TO DATE SUMMARY

Month	Beginning Balance		Net YTD	\$96,515.36		% of Inc
	Income	Expense		Balance	Unrelated Exp	
Jan	19,720.42	12,368.70	7,351.72	103,867.08	\$ 2,932.02	15%
Feb	34,272.17	11,925.31	29,698.58	126,213.94	639.53	2%
March	49,116.27	13,191.99	65,622.86	162,138.22	4,133.11	8%
April	23,146.21	23,293.05	65,476.02	161,991.38	6,718.51	29%
May	35,186.79	22,868.53	77,794.28	174,309.64	4,493.41	13%
June	25,716.93	19,863.14	83,648.07	180,163.43	8,730.43	34%
July	36,789.25	19,950.98	100,486.34	197,001.70	6,534.61	18%
August	23,768.18	5,714.13	118,540.39	215,055.75	574.30	2%
September			0.00			#DIV/0!
October			0.00			#DIV/0!
November			0.00			#DIV/0!
December			0.00			#DIV/0!
Totals YTD	\$247,716.22	\$129,175.83	\$118,540.39	\$215,055.75	\$34,755.92	14%

USP Performance 2001



United Shopping Plaza
2001 Rents

JULY

DEPOSITS

05-Jul-01		Payment ID
Sports Plus	1100.00	2512
Ranger AM Taxes	246.04	1684
USW Reg	1500.00	82685
Beet	3500.00	12956
Low a chee	400.00	1117
Alonso	1250.00	1276
47th St	781.25	2936
	8777.29	

06-Jul-01		Payment ID
Miller re Gill	400.00	1691
USW 8526	1,195.00	5558
Beet	3,500.00	12957
	5,095.00	

11-Jul-01		Payment ID
Sion Farm Clnrs	1,490.43	2421
Island finance	2,406.25	46581
VI Nails	575.00	Mos 285-286
	4,471.68	

16-Jul-01		Payment ID
Ranger Am	700.00	2432
Zenon	782.50	1016
LEI Tech	725.00	1336
King Cah rent	900.00	372
King Cah taxes	48.32	373
Roper	250.00	1323
Laundromat	2,300.00	2100
American Beeper	835.00	27512
	6,540.82	

20-Jul-01		Payment ID
UIWA balance	150.00	5133049
Menswear	1,170.00	2087
Gill-Kings Alley	188.96	4436
Gill- DEDC	363.00	24616
Gill- DEDC	20.00	22657
Phillip	450.00	3147
Ultimate rental & sale	497.50	610
	2,839.46	

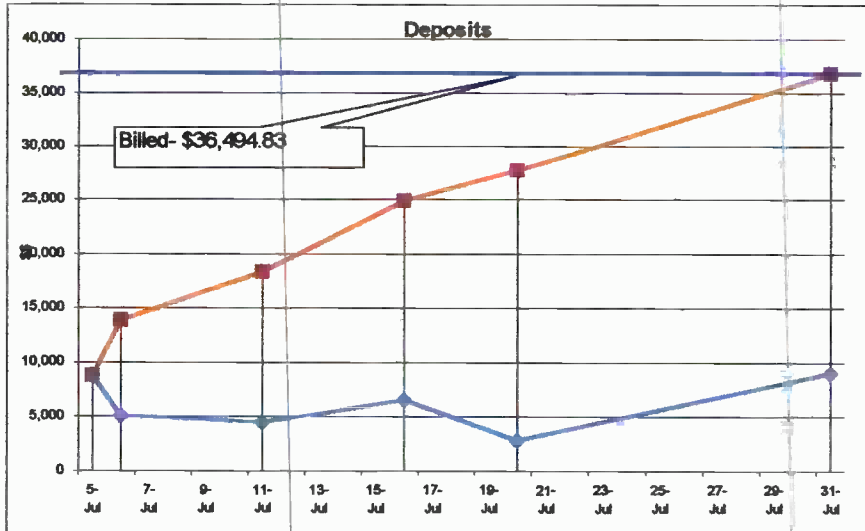
31-Jul-01		Payment ID
JP Sales	2340	5436
Roper (Lost)	284.87	1327
Van Derbeck-Gill	165.00	1876
Oliver-Gill	35.00	3141
Cromwell-Gill	25.00	446
Beet	3,500.00	12998
Sunstroke (lost)	729.00	1447
UIAW	1,500.00	5133454
USW Reg	1500	83563
	10,078.87	

Balance Reports						
Other	Total	Deposits	Database	Difference	A/R sheet	DW
		36,789.25	\$38,290.83	1,501.58	\$38,290.83	1,501.58
7/2 JP Cash		200.00				
7/5 Naty cash		325.00				
7/5 Naty cash		300.00				
7/23 Garcia Cash		300.00				
7/24 Bee Cash		1,000.00				
7/27 Gill Cash		3.04				
Cash Total		2,128.04				
Tax Ranger + Boyd+king		(626.46)				
		36,290.83	38,290.83	0.00	38,290.83	0.00

Gross Receipts Tax 1,471.57
Real Estate Taxes 0.00
2,128.04 DIFF (626.46) Check=0

Deposit Dates	5-Jul-01	6-Jul-01	11-Jul-01	16-Jul	20-Jul	31-Jul
Amounts	8,777.29	5,095.00	4,471.68	6,540.82	2,839.46	9,065.00
Cummulative	8,777.29	13,872.29	18,343.97	24,884.79	27,724.25	36,789.25
% of Billed	24%	38%	50%	68%	76%	101%

Billed \$ 36,494.83



United Shopping Plaza
2001 Rents

AUGUST

DEPOSITS

03-Aug-01		Payment ID
Peoples	2650.00	2112
Zenon	782.50	1032
Sports Plus	1100.00	2555
USW 8526	1195.00	5591
	<u>5727.50</u>	

07-Aug-01		Payment ID
Island Finance	2,406.25	47180
VI Nails	75.00	..7594
VI Nails	500.00	..7593
Ranger American	700.00	2454
Sunstroke replacemer	729.00	1449
Am Beeper	835.00	27578
Dr Alosno	1,250.00	1293
	<u>6,495.25</u>	

13-Aug-01		Payment ID
Sion Farm Cleaners	1,490.43	2443
DEDC re Gill	320.00	24963
King Cash	900.00	395
King Cash tax	200.00	396
Roper Rent	250.00	1329
U rent	497.50	636
U rent	497.50	1935
	<u>4,155.43</u>	

16-Jul-01		Payment ID
Beat	3,500.00	13017
	<u>3,500.00</u>	

20-Aug-01		Payment ID
Mid-Island Menswear	1,165.00	2101
Nw Plaza Café	2,000.00	1985
LEI Technology	725.00	1360
	<u>3,890.00</u>	

20-Jul-01

0.00

Balance Reports						
Other	Total	Deposits	Database	Difference	A/R sheet	Diff
		23,768.18	29,841.08	(6,072.90)	29,841.08	(6,072.90)
8/3 Naty's cash		325.00				
8/6/2001-Pinieros cash		200.00				
8/8 Elsie's cash		780.00				
8/17 Fabiana cash #12		2,000.00				
8/17 Edwin Cash #12		2,000.00				
8/21 Bee cash		1,000.00				
Cash Total	6,305.00					
King Cash Tax+ Sion Cl		(232.10)				
	<u>6,305.00</u>	<u>29,841.08</u>	<u>29,841.08</u>	<u>0.00</u>	<u>29,841.08</u>	<u>0.00</u>

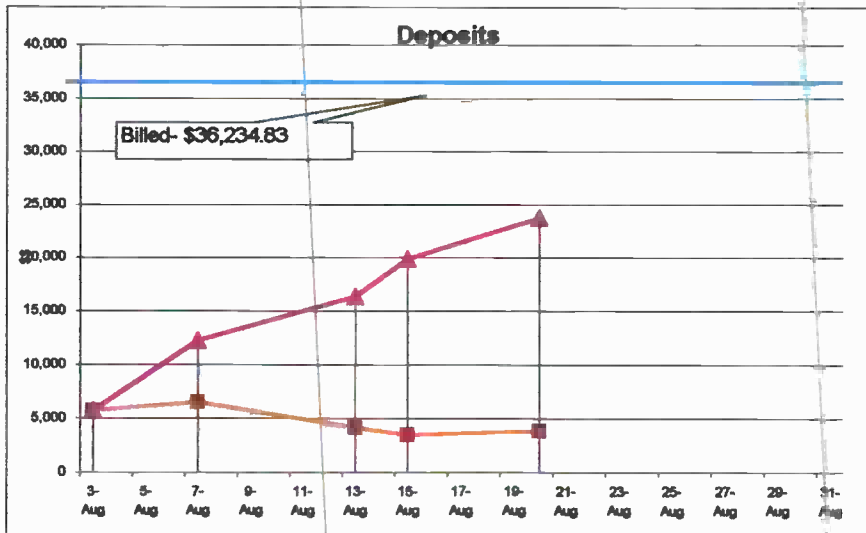
Gross Receipts Tax
950.73

Real Estate Taxes
(232.10)

Deposit Dates	3-Aug-01	7-Aug-01	13-Aug-01	15-Aug	20-Aug
Amounts	5,727.50	6,495.25	4,155.43	3,500.00	3,890.00
Cummulative	5,727.50	12,222.75	16,378.18	19,878.18	23,768.18
% of Billed	16%	34%	45%	55%	68%

Billed

\$ 36,234.83



Checkbook 2001

JULY

Beginning Balance		199,163.43		Income (See Attached Reconciliation Sheet)		
Date	Check #	Expenses Payee/Item	Amount	CL	Date	Amount
2-Jul-01	2362	Kath Wilkins- Sidewalk cleaning	66.00	CL	06-Jul-01	8,777.39
2-Jul-01	2363	Kath Wilkins- Sidewalk cleaning	66.00	CL	06-Jul-01	8,095.00
6-Jul-01	2364	Thomas W. Luff-management	460.00	CL	11-Jul-01	8,471.89
6-Jul-01	2365	Void	0.00	CL	18-Jul-01	8,640.82
6-Jul-01	2366	Eliaser Quiñones	220.00	CL	20-Jul-01	3,838.46
6-Jul-01	2367	Rudy Calnes-May	1,600.00	CL	31-Jul-01	18,078.87
8-Jul-01	2368	Combined Services-Phillip lights in elev	50.00	CL	debt-2 missing checks	(7,015.87)
8-Jul-01	2369	Steve Prosser Roof repairs no. bldg	378.00			
8-Jul-01	2370	Garfield Strango - Roof repairs N. Bldg	420.00			
12-Jul-01	2371	Thomas W. Luff-management	460.00	CL		
12-Jul-01	2372	Eliaser Quiñones	88.00	CL		
13-Jul-01	2373	Void	0.00	CL		
13-Jul-01	2374	Kath Wilkins- Sidewalk cleaning	66.00			
13-Jul-01	2375	Innovative Telephone- 713-8328	27.05	CL		
13-Jul-01	2376	Paradise Waste-quarterly bill -Mike	75.00	CL		
13-Jul-01	2377	Terminix -La Grande princess	35.00	CL		
13-Jul-01	2378	Paradise Waste-container for roof job	180.00	CL		
13-Jul-01	2379	Garfield Strango - Roof repairs N. Bldg	480.00			
13-Jul-01	2380	Steve Prosser Roof repairs no. bldg	662.50			
13-Jul-01	2381	Juan Rosario-Supplies repairs	480.00			
17-Jul-01	2382	Innovative Telephone-778-8788 -Fahd	52.45	CL		
20-Jul-01	2383	Thomas W. Luff-management	460.00	CL		
20-Jul-01	2384	Eliaser Quiñones -Maintenance	220.00	CL		
20-Jul-01	2385	Rudy Calnes-June	2,000.00			
20-Jul-01	2386	Metro Elevator-Quarterly Maint & Check + Repairs	286.50	CL		
Spread 7/2	2387	Terminix -Offices 7/2	60.00	CL		
21-Jul-01	2388	Steve Prosser Roof repairs no. bldg	351.00			
22-Jul-01	2389	Garfield Strango - Roof repairs N. Bldg	390.00			
28-Jul-01	2390	VI Govt- IRB- Gross Receipts Tax-June	1,108.97			
27-Jul-01	2391	Thomas W. Luff-management	460.00			
27-Jul-01	2392	Eliaser Quiñones	178.00	CL		
27-Jul-01	2393	WAPA-Limited Shopping Plaza	1,254.80			
27-Jul-01	2394	Steve Prosser Roof repairs no. bldg	285.50			
27-Jul-01	2395	Garfield Strango - Roof repairs N. Bldg	275.00			
27-Jul-01	2396	Juan Rosario-Supplies repairs	637.50			
31-Jul-01	2397	American Express-Fahd	6,818.33			
31-Jul-01	2398	WAPA-62cLa Granga	626.78			
		bank charges	7.50			
Total Expense			16,886.88		Income (See Attached)	36,788.26
Net Income MTD					19,899.27	Dff from billed 284.42
Net Income YTD					100,495.34	101%
7/31/01 Ending Balance			197,891.79		187,801.70	check

Checkbook 2001

AUGUST

Beginning Balance		197,891.79		Income (See Attached Reconciliation Sheet)		
Date	Check #	Expenses Payee/Item	Amount	CL	Date	Amount
3-Aug-01	2400	Thomas W. Luff-management fee	460.00		03-Aug-01	6,727.60
3-Aug-01	2400	Eliaser Quiñones -Maintenance	220.00		07-Aug-01	6,498.95
2-Aug-01	2401	Hector Maldonado-Process serving-lost	0.00		13-Aug-01	4,156.43
2-Aug-01	2402	Thomas W. Luff-maintenance supplies	142.08		18-Aug-01	3,600.00
6-Aug-01	2403	Phillip- install deep well pump-fix inside pump leak	247.50		20-Aug-01	3,880.00
7-Aug-01	2404	St. Croix Aids	30.00			
7-Aug-01	2405	Void	0.00			
7-Aug-01	2406	Hector Maldonado-Process serving-replace 2401-lost	100.00			
7-Aug-01	2407	Void	0.00			
7-Aug-01	2408	Dr Raymond Lou-e-Chae	791.00			
8-Aug-01	2408	Ocean Systems Lab -normal testing	200.00			
10-Aug-01	2410	Hector Maldonado-Process serving-Link Edwin	48.00			
10-Aug-01	2411	Thomas W. Luff- Management fee	460.00			
10-Aug-01	2412	Eliaser Quiñones -Maintenance	178.00			
13-Aug-01	2413	Welsh Metal Works-handicapped sign bases	40.00			
17-Aug-01	2414	Thomas W. Luff Management Fee	460.00			
17-Aug-01	2415	Eliaser Quiñones -Maintenance	220.00			
13-Aug-01	2416	Innovative telephone 713-8328	25.39			
13-Aug-01	2417	Terminix - la Grande Princess	35.00			
13-Aug-01	2418	Kath Wilkins-three attempts to work Equipment fails	66.00			
16-Aug-01	2419	Void	0.00			
17-Aug-01	2420	Void	0.00			
17-Aug-01	2421	Steve Prosser-Roof work	133.00			
17-Aug-01	2422	Garfield Str Anco	140.00			
20-Aug-01	2423	VI Bureau of Internal Revenue short payment Mar & Jan	223.51			
20-Aug-01	2424	Sonny's A/C suite B6 10- add gas & clean	85.00			
20-Aug-01	2425	St. Croix Aids office & store ads #6457150	15.00			
20-Aug-01	2426	WAPA-La Grande Princess	428.00			
20-Aug-01	2427	WAPA-Limited Shopping Plaza	744.28			
20-Aug-01	2428	Kath Wilkins - sidewalks for 2 weeks	130.00			
21-Aug-01	2429	Innovative Telephone 778-8788-Fahd Yusuf	62.94			
21-Aug-01	2430	Innovative Cable TV-Fahd Yusuf	87.87			
entered to	2431					
	2432					
	2433					
	2434					
	2436					
	2436					
	2437					
	2438					
	2439					
	2440					
	2441					
	2442					
	2443					
	2444					
	2445					
	2446					
	2447					
	2448					
	2450					
Total Expense			8,714.13		Income (see attached)	23,788.18
Net Income MTD					18,855.95	Dff from billed (12,498.85)
Net Income YTD					118,560.39	89%
8/31/01 Ending Balance			215,866.79		215,866.75	check

Checkbook Transactions by category 2001

Month	January	February	March	April	May	June	July
Begin Bank Bal.	102,630.96	108,434.83	129,781.71	168,152.49	172,041.84	187,702.99	208,013.28
Begin Bal. per books	98,515.36	103,867.08	126,213.94	162,136.22	161,991.39	174,309.85	180,163.44
difference (checks out)	6,115.62	4,567.75	3,567.77	6,016.27	10,050.55	13,393.14	25,849.82
Disbursements							
Payroll	2,700.00	2,070.00	1,710.00	1,800.00	2,250.00	360.00	1,800.00
Utilities	970.03	965.83	0.00	1,984.80	1,677.98	1,011.07	1,254.90
Pest Control		36.00		50.00	100.00	0.00	50.00
Lot & sidewalk & frills	2,000.00	1,800.00	1,600.00	2,285.00	1,880.00	195.00	3,795.00
Water Testing	200.00	200.00	200.00	425.00	200.00	450.00	
Repairs & Maint	1,814.56	883.50	1,425.00	7,814.10	6,435.16	5,885.50	5,400.00
Maint Supplies	236.26	326.57	228.64	209.88	79.87	241.83	
Yusef	2,932.02	639.53	4,133.11	6,718.51	4,483.41	8,730.43	6,534.81
Advertising	175.00	95.00	160.00	40.00	80.00	45.00	
VI Gross Receipts Tax	1,333.33	815.09	1,370.88	1,988.45	925.85	1,407.45	1,108.97
Real Estate Taxes							
Insurance		4,342.19					
Acc. & Legal		130.00	2,348.85		5,359.26	1,529.36	
Donation							
Transfer & Sec Dep. Pd.							
Total Disbursements	12,361.28	11,917.81	13,176.48	23,285.54	22,981.83	19,855.84	18,943.48
checklist	12,368.70	11,925.31	13,191.98	23,293.04	22,888.53	19,863.14	18,950.98
Diff	(7.50)	(7.50)	(15.50)	(7.50)	(7.50)	(7.50)	(7.50)

Checkbook Balancing 2001

Income							
Income from Tenants	\$19,720.42	\$34,272.17	49,118.27	23,148.21	35,186.79	25,716.93	36,789.25
Other income							0.00
Telephone							0.00
Bank Charges	(7.50)	(7.50)	(15.50)	(7.50)	(7.50)	(7.50)	(7.50)
Dep. Slips & Checks	0.00						
Gross Income	19,712.92	34,264.67	49,102.77	23,140.71	35,179.29	25,709.43	36,781.75
Net Income	7,351.72	22,348.86	35,924.28	(146.83)	12,318.28	5,853.79	18,838.27
checklist	7,351.72	22,348.86	35,924.28	(146.83)	12,317.79	5,853.79	18,838.27
New Balance (per Books)	103,867.08	128,213.94	182,138.22	181,991.39	174,309.85	180,163.44	187,001.71
checklist						180,163.43	187,001.70
						0.01	
Bank Balance	108,434.83	129,781.71	168,152.49	172,041.84	187,702.99	208,013.28	213,373.88
checks outstanding	(4,567.72)	(3,567.94)	(8,015.89)	(10,051.37)	(13,394.17)	(25,851.15)	(18,373.48)
Adjusted bank bal.	103,867.11	128,213.77	182,138.60	181,990.57	174,308.82	180,162.11	187,000.38
Book Balance	103,867.08	128,213.94	182,138.22	181,991.39	174,309.85	180,163.44	187,001.71
Difference	0.03	(0.17)	(1.82)	(0.82)	(0.83)	(1.33)	(1.33)
Checklist Balance	\$103,867.08	\$128,213.94	182,138.22	181,991.39	174,309.84	180,163.43	187,001.71
Diff	0.00	0.00	0.00	0.00	(0.01)	(0.01)	0.00

Jan Checks outstdg	Feb Cks Outstdg	Cks Outstd	April Checks Outstdg	May Checks Outstdg	Jun Checks Out	July Cks out
2161 891.06	2169 void	2162 1,600.00	2255 715.50	2255 715.50	2255 715.50	2297 27.50
2164 2343.33	2173 95.00	2202 125.00	2256 795.00	2256 795.00	2256 795.00	2360 472.50
2185 Void	2180 95.00	2208 180.00	2257 1,192.50	2257 1,192.50	2257 1,192.50	2361 440.00
2188 1333.33	2182 1,800.00	2210 120.00	2258 2,000.00	2278 297.00	2278 297.00	2365 0.00
4567.72	2183 80.38	2211 lot-WAPA	2259 463.30	2279 330.00	2279 330.00	2369 378.00
	2187 815.09	2212 35.00	2280 85.00	2280 495.00	2280 495.00	2370 420.00
	2188 Void	2216 void	2281 220.00	2288 324.00	2288 324.00	2373 void
	2189 456.47	2217 void	2282 void	2289 270.00	2289 270.00	2374 85.00
	2190 35.00	2220 450.00	2284 1,988.45	2290 570.00	2290 570.00	2379 450.00
	2191 121.00	2221 void	2285 387.93	2294 200.00	2297 27.50	2380 562.50
	2192 270.00	2222 1,600.00	2286 958.89	2297 27.50	2301 502.50	2381 480.00
	3,567.94	2223 220.00	2287 337.50	2301 502.50	2302 301.50	2385 2,000.00
		2224 315.00	2288 375.00	2302 301.50	2303 336.00	2388 351.00
		2225 1,370.89	2289 562.50	2303 336.00	2312 400.00	2389 390.00
		8,015.89	10,051.37	2307 87.97	2313 385.00	2390 1,108.97
				2308 3,824.80	2314 687.50	2391 450.00
				2309 52.45	2321 247.50	1383 1,254.90
				2312 400.00	2322 305.00	1384 285.50
				2313 385.00	2323 420.00	1395 275.00
				2314 887.50	2327 85.00	1398 837.50
				2317 220.00	2328 220.00	1397 5,818.33
				2318 450.00	2329 216.00	1398 526.78
				2319 45.00	2330 240.00	18,373.48
				2320 925.85	2331 232.50	
				13,394.17	2332 85.00	
					2333 220.00	
					2334 382.50	

COPY

Tenant List
Accts Receivable Current Month

Accounts Receivable

7/27/01

Type	#	Business	last name	First Name	Rent	A/R 2001	Comments
Bay	2	U-Rental & Sales	Ecock & DeLaMot	Claude & Hilda	\$ 995.00	497.50	Late
Bay	3	American Beeper	Leonardis	Robert	\$ 835.00	0.00	
Bay	4	Vacant	Vacant	Vacant	\$ 995.00	V	
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,825.00	V	
Bay	6	JP Sales	Pifiero	Juan	\$ 2,340.00	202.24	Int
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,560.00	V	
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 2,800.00	V	
Bay	9	Naty's Cafeteria	Ruiz	Cesar	\$ 625.00	625.00	Late
Bay	10	Kay Travels	Zenon	Alidia	\$ 782.50	0.00	
Bay	11	Augustin Nolosco Torres	Nolosco-Torres	Augustin	\$ 600.00	150.00	Late
Bay	12	Vacant	Vacant	Vacant	\$ 1,150.00	4,770.50	Court August 21
Bay	13	Plaza Cafe	Martin	Horatio	\$ 1,355.00	15,730.16	PMT Plan
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	7,449.48	Court August 21
Bay	15	VI Nails	Nguyen	Kent	\$ 575.00	0.00	
Bay	16	Bee's records	Bramble	Joseph	\$ 781.25	5,798.44	PMT Plan
Bay	17	Gill Electronics	Gill	Michael	\$ 781.25	3,459.98	PMT Plan
Bay	18	Elsa Beauty Salon	Elsa	Rodriguez	\$ 780.00		
Bay	19	47Th St. Jewelers	Perez	Emillio	\$ 781.25	0.00	
Bay	20	Peoples Laundry	Ballantine	Judith A.	\$ 2,650.00	3,000.00	Late
Bay	21	Dimension Video	Roper	Eustace	\$ 250.00	0.00	
Bay	22	Vacant	Vacant	Vacant	\$ 900.00	V	
Bay	23	Mid Island Mensware	Idheileh	Mahmud	\$ 4,166.65 ¹¹⁶⁵	5.00	
Bay	24	UIWU	Peters	Amos	\$ 1,500.00	(1,350.00)	
Bay	25	Island Finance	Island finance	Wells Fargo	\$ 2,406.25	0.00	
Bay	26	Sports Plus	Alecia	Luis	\$ 1,100.00	(1,386.59)	
Bay	27	Boyd Cleaners ^{SUD FROM CHANGES}	Boyd	John & Dolores	1,458.00	(0.10)	
Bay	29	Sunstroke-	Clenance	Rashidi	\$ 729.00	0.00	
Bay	30	King Cash	Barry, Jr	Arthur	\$ 900.00	0.00	
Bay	32	Best Furniture	Hussein	Bakr & Akeil	\$ 7,000.00	14,442.77	PMT Plan

Suite	1	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	2	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	3	Vacant	Vacant	Vacant	\$ 400.00	(391.00)	
Suite	3a	Mutual of Omaha	Phillip	Solomon	\$ 475.00	(25.00)	
Suite	4	Vacant	Vacant	Vacant	\$ 925.00	V	
Suite	5	Dr F. Alonso	Alonso	Dr. Francisco.	\$ 1,250.00	0.00	
Suite	7	Vacant	Vacant	Vacant	\$ 595.00	0.00	
Suite	8	LEI Technology	Lindsey	Ronald	\$ 675.00	0.00	
Suite	9	USW Regional Off.	Joseph	Fred	\$ 1,500.00	0.00	
Suite	11	Ranger Security	Richards	Delroy	\$ 700.00	0.00	
Suite	12	vacant	vacant	vacant	\$ 675.00	V	
Suite	13	vacant-Storeroom	vacant-Storeroom	vacant-Storeroom	\$ 275.00	V	
Suite	14	USW 8526- Set	Jackson	Gerry	\$ 1,195.00	0.00	

		Vacancy Rate				
stores	30	27%	22 Occupied	\$ 48,866.15	60,369.77	
Offices	13	54%	6 Occupied	Rent	A/R 2001	

Installment loans
 Payments YTD
 (\$840.00)
 (\$1,400.00)
 \$0.00
 (\$125.00)
 (\$2,365.00)

Accts Receivable Current Month

Accounts Receivable

7/27/01

Type	#	Business	last name	First Name	Rent	A/R 2001	Comments
Bay	2	U-Rental & Sales	Elcock & DeLaMo	Claude & Hilda	\$ 995.00	497.50	Late
Bay	3	American Beeper	Leonardis	Robert	\$ 835.00	0.00	
Bay	4	Vacant	Vacant	Vacant	\$ 995.00	V	
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,825.00	V	
Bay	6	JP Sales	Pifierno	Juan	\$ 2,340.00	202.24	Int
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,560.00	V	
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 2,600.00	V	
Bay	9	Naty's Cafeteria	Ruiz	Cesar	\$ 625.00	625.00	Late
Bay	10	Kay Travels	Zenon	Alidia	\$ 782.50	0.00	
Bay	11	Augustin Nolosco Torres	Nolosco-Torres	Augustin	\$ 600.00	150.00	Late
Bay	12	Vacant	Vacant	Vacant	\$ 1,150.00	4,770.50	Court August 21
Bay	13	Plaza Cafe	Martin	Horatio	\$ 1,355.00	15,730.16	PMT Plan
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	7,449.48	Court August 21
Bay	15	VI Nails	Nguyen	Kent	\$ 575.00	0.00	
Bay	16	Bee's records	Bramble	Joseph	\$ 781.25	5,798.44	PMT Plan
Bay	17	Gill Electronics	Gill	Michael	\$ 781.25	3,459.98	PMT Plan
Bay	18	Elsa Beauty Salon	Elsa	Rodriguez	\$ 780.00		
Bay	19	47Th St. Jewelers	Perez	Emillio	\$ 781.25	0.00	
Bay	20	Peoples Laundry	Ballantine	Judith A.	\$ 2,650.00	2,658.00	Late
Bay	21	Dimension Video	Roper	Eustace	\$ 250.00	0.00	
Bay	22	Vacant	Vacant	Vacant	\$ 550.00	V	
Bay	23	Mid Island Mensware	Idheileh	Mahmud	\$ 1,166.65	5.00	
Bay	24	UIWU	Peters	Amos	\$ 1,500.00	(1,350.00)	
Bay	25	Island Finance	Island finance	Wells Fargo	\$ 2,406.25	0.00	
Bay	26	Sports Plus	Alecia	Luis	\$ 1,100.00	(1,386.59)	
Bay	27	Boyd Cleaners	Boyd	John & Dolores	1,458.00	(0.10)	
Bay	29	Sunstroke-	Clenance	Rashidi	\$ 729.00	0.00	
Bay	30	King Cash	Barry, Jr	Arthur	\$ 900.00	0.00	
Bay	36	Best Furniture	Hussein	Bakr & Akeil	\$ 7,000.00	14,442.77	PMT Plan
Suite	1	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	2	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	3	Vacant	Vacant	Vacant	\$ 400.00	(391.00)	
Suite	3a	Mutual of Omaha	Phillip	Solomon	\$ 475.00	(25.00)	
Suite	4	Vacant	Vacant	Vacant	\$ 925.00	V	
Suite	5	Dr F. Alonso	Alonso	Dr. Francisco	\$ 1,250.00	0.00	
Suite	7	Vacant	Vacant	Vacant	\$ 595.00	0.00	
Suite	8	LEI Technology	Lindsey	Ronald	\$ 675.00	0.00	
Suite	9	USW Regional Off.	Joseph	Fred	\$ 1,500.00	0.00	
Suite	11	Ranger Security	Richards	Delroy	\$ 700.00	0.00	
Suite	12	vacant	vacant	vacant	\$ 675.00	V	
Suite	13	vacant-Storeroom	vacant-Storeroom	vacant-Storeroom	\$ 275.00	V	
Suite	14	USW #526-Oct	Jackson	Gerry	\$ 1,195.00	0.00	
stores	32			32 Occupied	\$48,516.15	60,369.77	
Offices	12			13 Occupied			
					Rent	A/R 2001	
						Payments YTD	
						(\$840.00)	
						(\$1,400.00)	
						\$0.00	
						(\$125.00)	
						(\$2,365.00)	

Accts Receivable Current Month

Accounts Receivable

8/22/01

Type	#	Business	last name	First Name	Rent	Sq Ft	\$/Sq. Ft.	A/R 2001	Comments
Bay	2	U-Rental & Sales	Elicock & DeLaMot	Claude & Hilda	\$ 995.00	1,250	\$ 9.55	995.00	Late
Bay	3	American Beeper	Leonardis	Robert	\$ 835.00	1,250	\$ 8.02	0.00	
Bay	4	Vacant	Vacant	Vacant	\$ 1,150.00	1,250	\$ 11.04	V	
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,825.00	3,125	\$ 7.01	V	
Bay	6	JP Sales	Pifliero	Juan	\$ 2,340.00	3,125	\$ 8.99	2,594.99	int
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,692.71	3,125	\$ 6.50	V	
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 2,864.58	6,250	\$ 5.50	V	
Bay	9	Naty's Cafeteria	Ruiz	Cesar	\$ 825.00	500	\$ 15.00	925.00	Late
Bay	10	Kay Travels	Zenon	Alidia	\$ 782.50	625	\$ 15.02	0.00	
Bay	11	Augustin Nolosco Torres	Nolosco-Torres	Augustin	\$ 600.00	625	\$ 11.52	1,350.00	Late
Bay	12	Vacant	Vacant	Vacant	\$ 1,150.00	1,250	\$ 11.04	0.00	settled \$4000 cash
Bay	13	Plaza Cafe	Martin	Horatio	\$ 1,355.00	1,250	\$ 13.01	16,700.84	PMT Plan \$1500/month
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	625	\$ 14.98	V	settled \$4000 @100/mo
Bay	15	VI Nails	Nguyen	Kent	\$ 575.00	625	\$ 11.04	0.00	
Bay	16	Bee's records	Bramble	Joseph	\$ 781.25	625	\$ 15.00	5,360.94	PMT Plan \$1000/mo
Bay	17	Gill Electronics	Gill	Michael	\$ 781.25	625	\$ 15.00	3,502.48	PMT Plan \$1200/month
Bay	18	Elsa Beauty Salon	Elsa	Rodriguez	\$ 780.00	625	\$ 14.98	0.00	
Bay	19	47Th St. Jewelers	Perez	Emillio	\$ 781.25	625	\$ 15.00	781.25	
Bay	20	Peoples Laundry	Balfantine	Judith A.	\$ 2,650.00	1,250	\$ 25.44	3,008.00	Late
Bay	21	Dimension Video	Roper.	Eustace	\$ 250.00	1,250	\$ 2.40	0.00	
Bay	22	Vacant	Vacant	Vacant	\$ 900.00	1,250	\$ 8.64	V	
Bay	23	Mid Island Mensware	Idheileh	Mahmud	\$ 1,165.00	1,750	\$ 7.99	0.00	
Bay	24	UWU	Peters	Amos	\$ 1,500.00	1,750	\$ 10.29	0.00	
Bay	25	Island Finance	Island finance	Wells Fargo	\$ 2,408.25	1,750	\$ 16.50	0.00	
Bay	26	Sports Plus	Alecia	Luis	\$ 1,100.00	1,750	\$ 7.54	0.00	
Bay	27	Boyd Cleaners	Boyd	John & Dolores	\$ 1,458.00	3,500.00	\$ 5.00	0.00	
Bay	29	Sunstroke-	Clenance	Rashidi	\$ 729.00	1,750	\$ 5.00	729.00	
Bay	30	King Cash	Barry, Jr	Arthur	\$ 900.00	1,750	\$ 6.17	0.00	
Bay	32	Best Furniture	Hussein	Bakr & Akeil	\$ 7,000.00	10,500	\$ 8.00	11,053.88	PMT Plan
							Average	\$ 10.73	
Suite	1	Vacant	Vacant	Vacant	\$ 525.00	520	\$ 12.12	V	
Suite	2	Vacant	Vacant	Vacant	\$ 900.00	888	\$ 12.16	V	
Suite	3	Vacant	Vacant	Vacant	\$ 450.00	466	\$ 11.58	V	
Suite	3a	Mutual of Omaha	Phillip	Solomon	\$ 475.00	450	\$ 12.87	(25.00)	
Suite	4	Vacant	Vacant	Vacant	\$ 925.00	925	\$ 12.00	V	
Suite	5	Dr F. Alonso	Alonso	Dr. Francisco.	\$ 1,250.00	1,250	\$ 12.00	0.00	
Suite	7	Vacant	Vacant	Vacant	\$ 595.00	576	\$ 12.40	V	
Suite	8	LEI Technology	Lindsey	Ronald	\$ 725.00	720	\$ 12.08	0.00	
Suite	9	USW Regional Off.	Joseph	Fred	\$ 1,500.00	1,126	\$ 15.99	0.00	
Suite	11	Ranger Security	Richards	Delroy	\$ 700.00	575	\$ 14.61	0.00	
Suite	12	vacant	vacant	vacant	\$ 675.00	576	\$ 14.06	V	
Suite	13	vacant-Storeroom	vacant-Storeroom	vacant-Storeroor	\$ 275.00	220	\$ 15.00	V	
Suite	14	USW 8526-Oct	Jackson	Gerry	\$ 1,185.00	1,056	\$ 13.58	0.00	
Vacancy Rate						64,973.00	\$ 11.08	Average \$/Sq. Ft.	
stores	30	27%	22 Occupied	\$50,941.79				46,976.37	
Offices	13	84%	6 Occupied	Rent	Sq Ft	\$/sq. Ft.	A/R 2001		

	Installment to Installment loans	
	Payments YTD	
Felix	Felix	(\$840.00)
JP	JP	(\$1,400.00)
Liger	Liger	\$0.00 Ct 8/21
Maynard	Maynard	(\$125.00) Ct 8/22
	Grand Total	(\$2,365.00)
	% of Billed	

LEASE DATA

Type #	Business	last name	First Name	Position	work phone	home Phone	Lease Dt.	Trm	Expires	status	#	Rent	Sq Ft	\$/Sq. Ft.	
Bay 2	U-Rental & Sales	Eloock & DeLaMotta	Claude & Hilda	Owners	776-7222	772-3591	2/1/00	5	1/31/05			\$ 995.00	1,260	\$ 9.55	
Bay 3	American Deep	Leonard	Robert	Owner	778-8558	778-8558	2/1/99	10	1/31/09			\$ 835.00	1,250	\$ 8.02	
Bay 4	Vacant	Vacant										\$ 1,150.00	1,250	\$ 11.04	
Bay 5	plaza extra-Vacant						V	V	Vacant	Vacant		\$ 1,825.00	3,125	\$ 7.01	
Bay 6	J & P Sales	Piriero	Juan	Owner	778-6962	773-5349	8/1/01	5	7/31/06			\$ 2,340.00	3,125	\$ 8.99	
Bay 7	plaza extra-Vacant						V	V	Vacant	Vacant		\$ 1,892.71	3,125	\$ 6.50	
Bay 8	plaza extra-Vacant						V	V	Vacant	Vacant		\$ 2,864.58	6,250	\$ 5.50	
Bay 9	Naty's Cafeteria	Ruiz	Cesar	Owner	778-7020	778-3588	1/5/00	5	10/1/05	Renewed		\$ 625.00	500	\$ 15.00	
Bay 10	Key's Travels	Zenon	Alidia	Owner	773-3236	773-7572	none		12/31/99	Expired-TAW		\$ 782.50	625	\$ 15.02	
Bay 11	Augustin Nolasco Perez	Torres	Augustin	Owner	none		1/1/01	2	1/1/03	Incr on renewal		\$ 600.00	625	\$ 11.52	
Bay 12	Vacant	Vacant					V	V	V			\$ 1,150.00	1,250	\$ 11.04	
Bay 13	Plaza Cafe	Martin	Horatio	Owner	778-4447	778-6038	NO Lease					\$ 1,355.00	1,250	\$ 13.01	
Bay 14	Vacant	Vacant					V	V	V			\$ 780.00	625	\$ 14.98	
Bay 15	VI Nails	Nguyen	Kent	Owner	692-2597	STT775-8660	2/1/00	5	1/31/05			\$ 575.00	625	\$ 11.04	
Bay 16	Bee's records	Bramble	Joseph	Owner	778-6146	778-5302	10/1/99	5	9/30/04	Renewal agmt		\$ 781.25	625	\$ 15.00	
Bay 17	Gill Electronics	Gill	Michael	Owner	778-5840	773-8945	4/1/01	5	3/31/06	Expired-TOW		\$ 781.25	625	\$ 15.00	
Bay 18	Elea's Beauty Parlor	Elea	Rodriguez	Owner	773-7212	778-6781	4/1/01	5	3/31/06			\$ 780.00	625	\$ 14.98	
Bay 19	47Th St. Jewelers	Perez	Emilio	Owner	778-7815	778-7756	Leaving 9/1/	V	V			\$ 781.25	625	\$ 15.00	
Bay 20	Peoples Laundry	Baillantine	Judith A.	Owner	773-2303/77	713-1066/772	11/8/92	10	12/31/02	New Owner 12/99		\$ 2,650.00	1,250	\$ 25.44	
Bay 21	Dimension Video	Roper	Eustace	Owner	none	773-6140	4/1/01	5	3/31/06			\$ 250.00	1,250	\$ 2.40	
Bay 22	Vacant	Vacant					V	V	V			\$ 900.00	1,250	\$ 8.64	
Bay 23	Mid Island Mensware	Idhelleh	Mahmud	Owner	778-5736	773-5049	4/1/01	5	3/31/06			\$ 1,165.00	1,750	\$ 7.99	
Bay 24	UNWU	Peters	Amos	Vice Pres	773-6955	778-2571/778	6/30/99	10	5/31/09	Rent Incr 6/30/01		\$ 1,500.00	1,750	\$ 10.29	
Bay 25	Island Finance	Island finance	Norwest Fin. Corp	Owner	778-6292	773-2214	9/30/04	10	8/31/04	Rent Incr 10/1/01		\$ 2,406.25	1,750	\$ 16.50	
Bay 26	Sports Plus	Alicea	Luis	Owner	778-6446	778-2281	5/1/01	3	5/31/04			\$ 1,100.00	1,750	\$ 7.54	
Bay 27	Boyd Cleaners	Boyd	Dolores	Owner	778-1152	773-0664	7/1/99	10	7/31/09	Rent Incr 8/31/03		\$ 1,458.00	3,500	\$ 5.00	
Bay 28	Boyd Cleaners				same	same	same	same	same	same	same		Incl above	Incl above	
Bay 29	Sunstroke-	Clenance	Rashid	Owner	773-8393	771-1213	11/1/99	5	1/31/04	Rent Incr 11/1/01		\$ 729.00	1,750	\$ 5.00	
Bay 30	King Cash	Berry, Jr	Arthur & Deshawn	Owner	719-9564	713-9856	2/1/99	5	1/31/04			\$ 900.00	1,750	\$ 6.17	
Bay 36	Best Furniture	Hussain	Bakr & Akell	Owner	778-6440	773-4161	7/1/99	3	6/30/02	Rent Incr pending		\$ 7,000.00	10,500	\$ 8.00	
													Average		\$ 10.67
Suite 1	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 525.00	520	\$ 20.77	
Suite 2	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 900.00	888	\$ 6.08	
Suite 3	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 450.00	468	\$ 12.23	
Suite 3a	Mutual of Omaha	Phillip	Solomon	Owner	778-9655	773-5771	4/1/01	5	3/31/06			\$ 475.00	425	\$ 26.12	
Suite 4	Vacant						Vacant	Vacant	Vacant	Vacant		\$ 925.00	925	\$ 16.22	
Suite 5	Dr F. Alonso	Alonso	Dr. Francisca	Dr	778-6165	773-9216	4/1/01	5	3/31/06			\$ 1,250.00	1,250	\$ 5.71	
Suite 7	Vacant						Vacant	Vacant	Vacant	Vacant		\$ 595.00	576	\$ 15.10	
Suite 8	LEI Technology	Lindsay	Ronald	President	713-9336		2/1/00	5	1/31/05			\$ 725.00	720	\$ 25.00	
Suite 9	USW Regional Off.	Joseph	Frederick	Director	778-5834	772-3184	8/1/01	3	7/31/04			\$ 1,500.00	1,126	\$ 7.46	
Suite 11	Ranger Security	Richards	Delroy	Mgr	719-9698	778-8277/776	5/1/99	3	4/30/02	can extend at 5%/yr		\$ 700.00	575	\$ 14.09	
Suite 12	vacant						V	V	V	V		\$ 675.00	576	\$ 5.73	
Suite 13	vacant-Storeroom						V	V	V	V		\$ 275.00	220	\$ 65.18	
Suite 14	USW 8526-Oct	Jackson	Gery	Pres.	778-5906	692-5875	10/1/99	5	9/30/04			\$ 1,195.00	1,056	\$ 578.88	
store 30												\$ 80,941.79	84,948.00	\$ 57.88	
office 12														Average	

35

No Leases
10 Key Travels
13 Plaza Cafe

Tax Invoice List 1992 - 1999

Business	Unit	TOTAL	Billing Date	Date Due	March	Ammt	April	May	June	July	August	Sept	Balance	% Balance
Kay's Travels	10	0.00	9-Feb-01	15-Mar-01									0.00	0%
Gill Electronics	17	0.00	9-Feb-01	15-Mar-01									0.00	0%
47Th St. Jewelers	19	0.00	9-Feb-01	15-Mar-01									0.00	0%
Dr Low-a-chee	3	0.00	9-Feb-01	15-Mar-01	06-Mar-01	"-195.5 pd	Credit rent						0.00	0%
Mutual of Omaha	3a	0.00	9-Feb-01	15-Mar-01	06-Mar-01	"-500 Pd	Credit rent						0.00	0%
Dr F. Alonso	5	0.00	9-Feb-01	15-Mar-01									0.00	0%
USW Regional Off.	9	0.00	9-Feb-01	15-Mar-01									0.00	0%
J P Sales	8	0.00	9-Feb-01	15-Mar-01									0.00	0%
USW 8526-	14,2,7	99.50	9-Feb-01	15-Mar-01	29-Mar-01	(99.50)							0.00	0%
Ranger Security	11	246.04	9-Feb-01	15-Mar-01						(246.04)			0.00	0%
UIWU	24	374.41	9-Feb-01	15-Mar-01			(374.41)						0.00	0%
Boyd Cleaners	27	374.41	9-Feb-01	15-Mar-01		(32.10)	(32.00)	(32.30)	(32.10)	(32.10)	(32.10)		181.71	49%
American Beeper	3	534.87	9-Feb-01	15-Mar-01	16-Mar-01	(534.87)							0.00	0%
Dimension Video	21	534.87	9-Feb-01	15-Mar-01			(250.00)			0.00			284.87	53%
Crucian Fashions	12	534.87	9-Feb-01	15-Mar-01	gone								534.87	100% GONE
Island Finance	25	748.82	9-Feb-01	15-Mar-01				(748.35)					0.00	0%
King Cash	30	748.82	9-Feb-01	15-Mar-01				(200.00)		(48.32)	(200.00)		300.50	40%
Dina's	14	1,046.81	9-Feb-01	15-Mar-01	gone								1,046.81	100% GONE
Naty's Cafeteria	9	1,330.72	9-Feb-01	15-Mar-01									1,330.72	100%
Irfel & figar	26	1,483.67	9-Feb-01	15-Mar-01	06-Mar-01					(300.00)			1,183.67	80% Paying gone
Bee's records	16	1,760.90	9-Feb-01	15-Mar-01									1,760.90	100%
Plaza Cafe	13	2,093.63	9-Feb-01	15-Mar-01									2,093.63	100%
Mid Island Mensware	23	3,772.53	9-Feb-01	15-Mar-01			(500.00)						3,272.53	87%
Best Furniture	36	33,930.20	9-Feb-01	15-Mar-01									33,930.20	100%
Paid Bills		49,815.09		Pd to date		(666.47)	(1,156.41)	(980.65)	(32.10)	(626.46)	(232.10)	0.00	(3,694.19)	Total Paid
Bills	#	425,332.79											45,920.43	Total still Due
Business	Unit	TOTAL	Billing Date	Date Due	March	Ammt	April	May	June	July	August	Sept	Balance	% Balance

Exhibit 4

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

MOHAMMAD HAMED , by his authorized agent WALEED HAMED ,)	
)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
)	
vs.	)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
)	
FATHI YUSUF and UNITED CORPORATION ,)	
)	
Defendants/Counterclaimants,)	
)	
vs.	)	JURY TRIAL DEMANDED
)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES ,)	
)	
Additional Counterclaim Defendants.))	
)	
)	

**DEFENDANTS' BRIEF IN SUPPORT OF MOTION FOR PARTIAL SUMMARY
JUDGMENT ON COUNTS IV, XI, AND XII REGARDING RENT**

INTRODUCTION

Defendants/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United") (collectively, the "Defendants") bring this motion for partial summary judgment on the claims for undisputed past due rent of certain premises at its shopping center known as United Shopping Plaza. These claims include rent for the primary space occupied by the Plaza Extra supermarket (Plaza Extra-East) at the United Shopping Plaza in St. Croix, which is known as "Bay 1," and two other smaller spaces (Bays 5 and 8) at the shopping center being used to warehouse Plaza Extra-East inventory. Since its opening in April 1986, and in an effort to support the development of the business, Plaza Extra-East has paid rent to United in multi-year blocks in amounts totaling several million dollars per payment. Mohammad Hamed ("Hamed") agreed with Yusuf at the formation

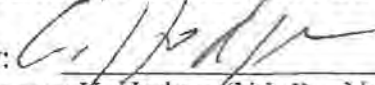
Y-3 and Y-4

EXHIBIT
4

Respectfully submitted,

DUDLEY, TOPPER AND FEUERZEIG, LLP

Dated: August 12, 2014

By: 

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

and

Nizar A. DeWood, Esq. (V.I. Bar No. 1177)
The DeWood Law Firm
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830
Telephone: (340) 773-3444
Telefax: (888) 398-8428
Email: info@dewood-law.com

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of August, 2014, I caused the foregoing **United Corporation, Inc.'s Brief in Support of Motion For Summary Judgment On Its Claims For Rent** to be served upon the following via e-mail:

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

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

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

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



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

MOHAMMAD HAMED, by his)
authorized agent **WALEED HAMED**,)
)
Plaintiff/Counterclaim Defendant,)
)
vs.)
)
FATHI YUSUF and UNITED CORPORATION,)
)
Defendants/Counterclaimants,)
)
vs.)
)
WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED, and)
PLESSEN ENTERPRISES,)
)
Additional Counterclaim Defendants.)
)
_____)

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

JURY TRIAL DEMANDED

DECLARATION OF FATHI YUSUF

I, Fathi Yusuf, pursuant to 28 U.S.C. §1746 and Super. Ct. R. 18, declare under the penalty of perjury, that:

~~1. Mohammad Hamed ("Hamed") and I agreed to carry on a supermarket business (the "Plaza Extra Stores") that eventually grew into three locations, including the first of three stores, Plaza Extra-East, which opened in April 1986. Plaza Extra-East was and is located in United Plaza Shopping Center owned by United Corporation ("United"), of which I am the principal shareholder. Under the business agreement between Hamed and me that I now describe as a partnership, profits would be divided 50-50 after deduction for rent owed to United, among other expenses. Under our business agreement, we also agreed that rent would accrue until such time as I decided that our business accounts should be reconciled. The reconciliation of business accounts would not only involve payment of accrued rent, but also advances that each of us had taken by withdrawing money from the store safe(s). Under our agreement, I was the person~~

~~formula used at Plaza Extra - Tutu Park. See Exhibit F, which are the rent calculations that I prepared. See Exhibit F.~~

18. For 2012, the undisputed rent due is \$702,908. See Exhibit F, p.1.

19. For 2013, the undisputed rent due is \$654,190.09. See Exhibit F, p. 2.

20. For the period from January 1, 2014 through August 30, 2014, the undisputed rent due is \$452,366.03. This amount was calculated by adding the rent for 2012 and 2013 and dividing that sum by 24 months in order to determine an average monthly rent, which is then multiplied by 8, representing the eight months from January through August 30, 2014 ($\$702,908 + 654,190.09 = \$1,357,098.09 \div 24 = \$56,545.75 \times 8 = \$452,366.03$). The total undisputed Current Rent is the sum of ~~\$702,908, \$654,190.09 and \$452,366.03, which is \$1,809,464.12.~~

21. At periodic points in time, additional space was used by Plaza Extra-East for extra storage and staging of inventory. United has made demand for the rent covering the additional space actually occupied by Plaza Extra-East, but no payment has been received to date.

22. For the period from May 1, 1994 through July 31, 2001, Plaza Extra-East has occupied and owes rent for Bay 5 ("Bay 5 Rent"). The Bay 5 Rent is calculated by multiplying the square feet actually occupied (3,125) by \$12.00 for 7.25 years. The total due for Bay 5 Rent is \$271,875.00.

23. For the period from May 1, 1994 through September 30, 2002, Plaza Extra-East has occupied and owes rent for Bay 8 ("First Bay 8 Rent"). The First Bay 8 Rent is calculated by multiplying the square feet actually occupied (6,250) by \$6.15 for 8 years, 5 months. The total due for First Bay 8 Rent is \$323,515.63.

24. For the period from April 1, 2008 through May 30, 2013, Plaza Extra-East has occupied and owes rent for Bay 8 ("Second Bay 8 Rent"). The Second Bay 8 Rent is calculated by

multiplying the square feet actually occupied (6,250) by \$6.15 for 5 years, 2 months. The total due for Second Bay 8 Rent is \$198,593.75.

25. The total amount due for Bay 5 Rent, First Bay 8 Rent, and Second Bay 8 Rent is \$793,984.38.

~~26. The total outstanding, unpaid rent for all the space used by Plaza Extra East from January 1, 1994 through August 30, 2014 is \$6,603,122.23, excluding the "disputed" increased rent from January 1, 2012 through the present. Exhibit G is a Chronology of Rents, which accurately reflects the history of the rents that were paid and remain unpaid.~~

Dated: August 12, 2014

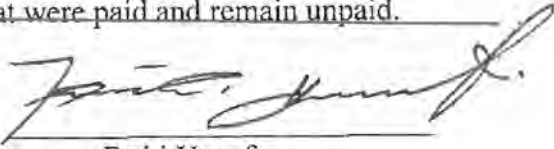

Fathi Yusuf

Exhibit 5

LEASE CONTRACT

For Bay No.: Five (5)

United Shopping Plaza

4-C & D Sion Farm

PO Box #763

Christiansted, VI 00820

Tenants: David Zahriyeh

and

Mazen Awadallah

Y-3 and Y-4

EXHIBIT

5

Date: September 3, 2001

Verp 2011

TABLE OF CONTENTS

1. UNITED SHOPPING PLAZA: 4

2. LEASED PREMISES: 4

3. TITLE: 4

4. LEASE : 5

5. LANDLORD’S RESERVATION: 5

6. TERM OF LEASE: 5

7. TENANT’S ACCESS PRIOR TO COMMENCEMENT OF TERM: 5

8. INSPECTION BY TENANT: 5

9. OPENING FOR BUSINESS: 6

10. RENT: 6

11. PAYMENTS. 6

12. DEFAULTS: 6

13. LANDLORD’S ADDITIONAL REMEDIES FOR DEFAULT: 6

14. COMMON AREAS: 7

15. COMMON AREA MAINTENANCE 9

16. UTILITIES: 9

17. USE OF PREMISES: 9

18. ASSIGNMENT/SUBLETTING: 11

19. ALTERATIONS/IMPROVEMENTS: 11

20. AIR CONDITIONING: 12

21. GENERAL INSURANCE REQUIREMENTS: 12

22. TENANTS’ PROPERTY INSURANCE OBLIGATIONS: 12

23. LANDLORD’S PROPERTY INSURANCE: 14

24. LANDLORD’S LIABILITY INSURANCE: 14

25. PAYMENT FOR LANDLORD’S INSURANCE: 14

26. INDEMNITY AND HOLD HARMLESS: 14

27. LANDLORD’S ACCESS TO PREMISES: 15

28. DAMAGE OR DESTRUCTION: 16

29. CONDEMNATION: 17

30. TAXES: 18

31. LANDLORD’S REMEDIES: 19

32. TENANT’S AFFIRMATIVE COVENANTS: 21

33. TENANT’S NEGATIVE COVENANTS: 22

34. WAIVER:.....24

35. COVENANT OF QUIET ENJOYMENT:.....24

36. STATUS REPORT:.....25

37. MECHANICS' LIENS:.....25

38. INVALIDITY OF PARTICULAR PROVISIONS:.....25

39. PROVISIONS BINDING:.....26

40. GOVERNING LAW:.....26

41. NOTICES:.....26

42. MORTGAGE SUBORDINATION:.....26

43. HOLDOVER BY TENANT:.....26

44. LANDLORD'S RIGHT TO CURE DEFAULTS:.....27

45. VOTING CONTROL OF TENANT:.....27

46. SECURITY DEPOSIT:.....27

47. DELIVERY OF THIS INSTRUMENT:.....28

48. PARAGRAPH HEADINGS:.....28

49. UNITED SHOPPING PLAZA:.....28

50. CONSTRUCTION ON ADJACENT PREMISES:.....29

51. EFFECT OF UNAVOIDABLE DELAYS:.....29

52. ATTORNMENT:.....30

53. ACCORD AND SATISFACTION:.....30

54. NOTIFICATION TO MORTGAGEE:.....30

55. NO ORAL CHANGES:.....30

56. REPRESENTATIONS BY LANDLORD:.....30

57. WAIVER OF LITIGATION:.....30

THIS LEASE, ENTERED INTO BY AND BETWEEN:

LANDLORD: UNITED CORPORATION hereinafter also referred to as "Landlord"), a corporation organized and existing under the laws of the Government of the Virgin Islands, with principal offices at United Shopping Plaza, Plots 4C and 4D, Estate Sion Farm, Christiansted, St. Croix, United States Virgin Islands, herein represented by its PRESIDENT, MAHER YUSUF, who represents that he is duly authorized to execute and deliver this contract in the name and behalf of Landlord by appropriate authority granted by its Board of Directors, which authority, or the ratification thereof, he shall establish and exhibit whenever and wherever necessary.

AND TENANT:

David Zahriyeh
5727 SW 117th Ave
Ft Lauderdale, FL 33330

And Mazen Awadallah
1040 SW 10th Ave Bay 4
Pompano Beach FL 33069

(Hereinafter also referred to as "Tenant")

1. UNITED SHOPPING PLAZA:

Landlord has legal title to Plots 4C and 4D, Estate Sion Farm, Christiansted, St. Croix, U.S. Virgin Islands and the improvements thereon, hereinafter defined as the "United Shopping Plaza."

2. LEASED PREMISES:

Landlord agrees to lease to Tenant the facility in the Shopping Plaza identified in Exhibit A as Bay #5 (the Leased Premises), which said Leased Premises, together with all rights, improvements, appurtenances, easements and privileges attached thereto (including but not limited to the use in common with other tenants of the Shopping Plaza of the Common Areas, to be hereinafter defined) are defined as the "Leased Premises." The Leased Premises, as shown in Exhibit A will have on the ground floor dimensions of approximately 3,125 sq. ft. The Leased Premises include the exterior unfinished walls of the Leased Premises as well as the doors and glass windows. The Leased Premises also include one-half of the width of any common walls.

3. TITLE:

Landlord covenants that

- a. it has the right to make this lease;
- b. the United Shopping Plaza is and shall continue to be, during the term of this lease, free and clear of all liens, encumbrances and restrictions that may affect Tenant's quiet enjoyment of the Leased Premises; and

- c. the United Shopping Plaza is duly zoned by the Government of the Virgin Islands for use as a shopping center.

4. LEASE :

The parties hereto state that they have agreed to enter into a lease contract with respect to the Leased Premises hereinabove described, accordingly, Landlord does hereby LEASE to Tenant, and Tenant LEASES from Landlord the Leased Premises with all rights, uses, servitudes, improvements appurtenances, easements and privileges belonging thereto, including, but not limited to, the non-exclusive right to use the Common Areas defined herein.

5. LANDLORD'S RESERVATION:

Landlord has reserved the right to place in the Leased Premises (in such manner to reduce to a minimum the interference with Tenant's use of the Demised Premises) utility lines, pipes, and the like, to serve premises other than the Leased Premises, and to replace and maintain or repair such utility lines, pipes and the like in, over and upon the Leased Premises as may have been installed in the building, including, but not limited to, those that may have been initially installed in the Leased Premises by Landlord. It is understood that upon Landlord making any maintenance work as provided by this Article Landlord will restore Leased Premises to the condition that Leased Premises were in prior to such work.



6. TERM OF LEASE:

The Term of this lease shall be for a period of Ten (10) calendar years commencing on September 1, 2001.

7. TENANT'S ACCESS PRIOR TO COMMENCEMENT OF TERM:

Tenant, prior to the commencement of the term may, at its own risk and expense and without any liability to Landlord, install fixtures and other equipment in the Leased Premises and do other work; provided, however, that such activities of Tenant shall not interfere with any work performed by Landlord and further provided that the Leased Premises is are not otherwise occupied by a tenant under a lease in existence on or before the date this lease is executed.

8. INSPECTION BY TENANT:

The Tenant acknowledges that it has inspected the Leased Premises and accepts same on an "AS IS-WHERE IS" basis. Tenant acknowledges that it has sole responsibility to obtain any permits or certificates necessary to permit it to occupy the Leased Premises or otherwise open for business. If Tenant disputes the square footage of the Leased Premises, the amount set forth in this lease shall govern, irrespective of the actual square footage.

9. OPENING FOR BUSINESS:

Tenant, at its own cost and expense, shall equip its premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall open for business not later than sixty (60) days after the date when the Leased Premises have been made available for Tenant's occupancy.

Landlord, at its expense shall replace the ceiling tiles in the store area and repair hangers as necessary, clean the tile floor, repair the party wall between the premises and Plaza extra warehouse and also provide air-conditioning in the premises. Tenant shall repay Landlord for these expenses with 1/24 added to each monthly rent for 24 months.

10. RENT:

Tenant agrees to pay Rent to Landlord, without any prior demand and without any setoff or deduction whatsoever, at the address of landlord or at such places as Landlord may direct in writing, ~~at the following rates and times:~~

~~The Annual Rent for the Leased Premises shall be \$ 31,250.00 [per year], payable in equal monthly installments of \$ 2604.00 per calendar month, and proportionately at such rate for any partial month, such monthly installments to be paid in advance on the first day of each and every calendar month during the term hereof. Landlord will allow three months of free rent starting at the signing of the Lease and paying the Security Deposit or the date the Premises is opened for business, whichever is earliest.~~

11. PAYMENTS.

Tenant is responsible for the delivery of all payments due under this lease on the date due. Failure to make such payment within 30 days shall result in Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month. If Tenant shall fail to pay in full all payments due herein within 30 days of the date due, the Tenant shall be in default under this Lease. If the interest rate set forth herein is deemed to be usurious or otherwise against public policy, the interest rate shall be the maximum amount permitted by law or public policy. Interest shall accrue at the prevailing legal interest rate from and after the due date of any and all payments required under this Lease, including but without limitation, fixed minimum rent, percentage rents, additional rents described in this Lease.

Tenant agrees that it may not set-off against payments due hereunder any disputed payments or other charges it claims are due to it from Landlord.

12. DEFAULTS:

If default should be made in any of Tenant's obligations under this Lease and such default is not cured within thirty (30) days after written notice by Landlord to Tenant thereof (or if said default cannot be cured with thirty (30) days,) then, if Tenant does not commence within said thirty day period to attempt to cure said default and thereafter proceed with due diligence with the curing of the same, Tenant shall be in default under this Lease.

Notary Public

TERRITORY OF THE VIRGIN' ISLANDS)

:SS

DIVISION OF ST. CROIX)

On this ____ day of _____, 19__, before me appeared _____ who acknowledged himself to be the _____ of the corporation described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of the corporation by subscribing the name of such corporation by himself as such officer, and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act and as the free and voluntary act of the said corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Rajai Suliman
Commission # CC 959200
Expires Aug. 7, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public

Rajai Suliman
Rajai Suliman

X INDIVIDUAL ACKNOWLEDGEMENT

TERRITORY OF THE VIRGIN' ISLANDS)

:SS

DIVISION OF ST. CROIX)

On this ____ day of _____, 19__, before me appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein contained, WITNESS my hand and official seal.



Rajai Suliman
Commission # CC 959200
Expires Aug. 7, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Rajai Suliman

Notary Public

TENANT'S SECRETARY'S CERTIFICATE

The undersigned, _____ hereby certifies:

1. That he (she) is the Secretary of _____, a corporation organized according to the laws of the Virgin Islands.

2. That at a Special Meeting of the Board of Directors of the aforementioned corporation, held at _____ on _____ at which meeting a quorum was present, the following resolution was unanimously adopted:

"Resolved:

That the Lease Contract executed on _____ by _____ as the _____ of this corporation with UNITED CORPORATION, d/b/a UNITED SHOPPING PLAZA, whereby certain space was leased by this corporation at a Shopping Plaza owned by UNITED CORPORATION, located in St. Croix, U.S. Virgin Islands, is hereby RATIFIED and made binding upon this corporation."

That _____ occupies the office of _____, and has been duly elected to and of this corporation.

IN WITNESS WHEREOF, I execute this Certificate, under my hand and the seal of the corporation at _____, on this _____ day of _____, 2001

Secretary

GUARANTY

This Guaranty is an absolute and unconditional Guaranty of payment and performance. It shall be enforceable against the Guarantor, its successors and assigns, without necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by the Landlord against the Tenant, or against the Tenant's successors and assigns, any of the rights or remedies reserved to the Landlord pursuant to the provisions of the said Lease.

This Guaranty shall be a continuing Guaranty, and the liability of the guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors or assigns, or by reason of any dealings or transactions or matter or thing occurring between the Landlord and the Tenant, its successors or assigns, whether or not notice thereof is given to the Guarantor.

All of the Landlord's Rights and Remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

This Guaranty shall be governed by and construed in accordance with the laws of the Government of the Virgin Islands. The Parties hereby subject themselves to the jurisdiction of the Courts of the Territory of the Virgin Islands in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the aforementioned Lease or this Guaranty. Any such action or proceeding against Guarantor may be commenced by the service of the process necessary to commence such action or proceeding upon the Guarantor or registered or certified mail addressed to the Guarantor at the address set forth above.

Guarantors:

Signatures:

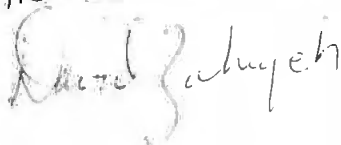
Name: David Zahriyeh Social Security # Mazen Awadallah Social Security #

Address: 5727SW 117th Avenue, 1040 SW 10th Ave, Bay 4

Ft. Lauderdale, FL 33330 Pompano Beach, FL 33069

110-66-1678

266-27-7817



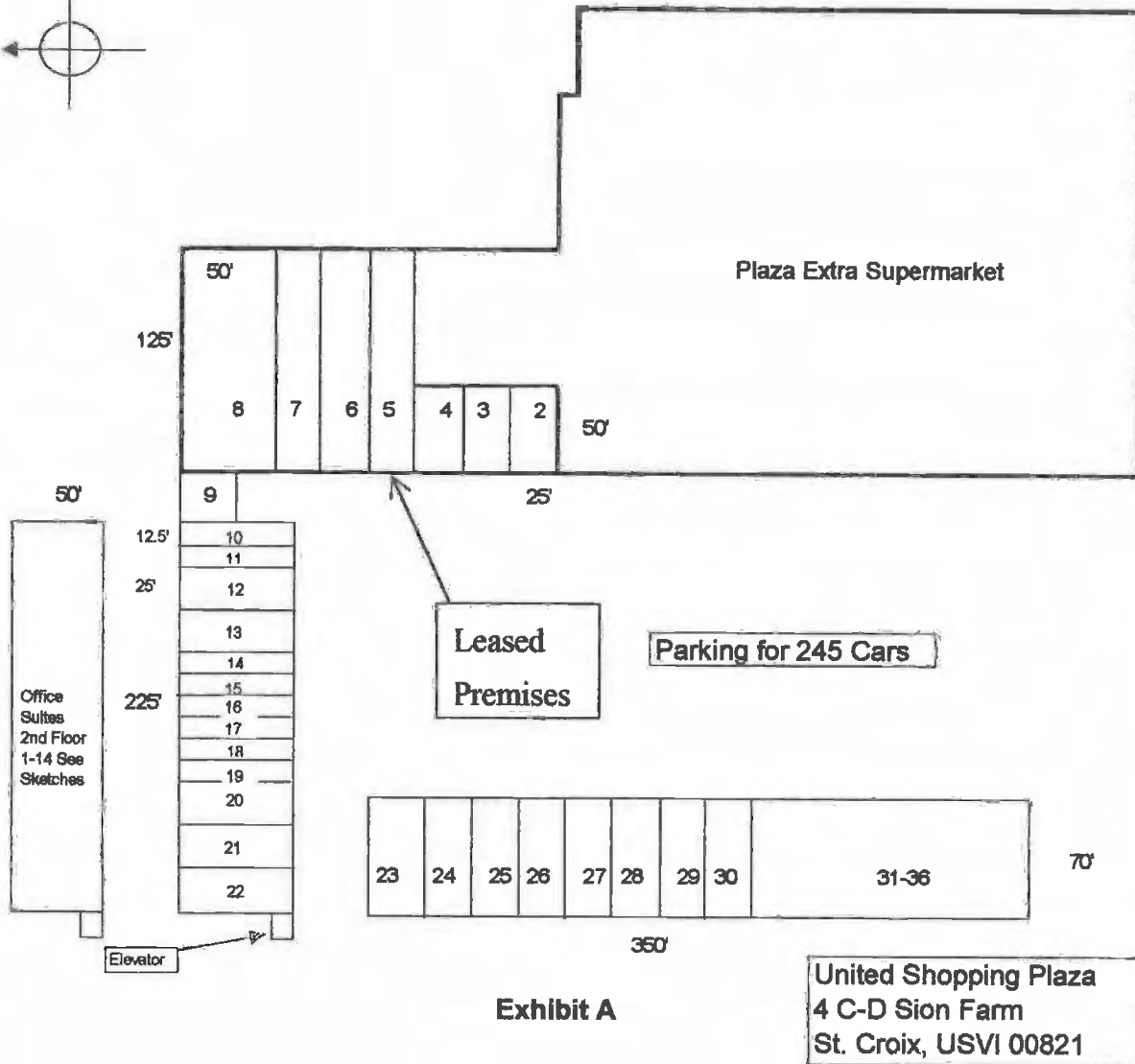
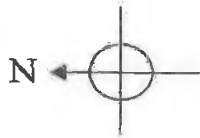


Exhibit A

Exhibit 6

LEASE CONTRACT

For Bay No. 8

United Shopping Plaza

4-C & D Sion Farm

PO Box #763

Christiansted, VI 00821

Tenant: Mahmud A. Idheilah

And

Majdi Zgheir

Bay 8

United Shopping Plaza

Y-3 and Y-4

Date: October 1, 2002

EXPIRES 1-1 2007

EXHIBIT

6

TABLE OF CONTENTS

- 1. UNITED SHOPPING PLAZA: 4
- 2. LEASED PREMISES: 4
- 3. TITLE: 4
- 4. LEASE : 5
- 5. LANDLORD’S RESERVATION: 5
- 6. TERM OF LEASE: 5
- 7. TENANT'S ACCESS PRIOR TO COMMENCEMENT OF TERM: 5
- 8. INSPECTION BY TENANT: 5
- 9. OPENING FOR BUSINESS: 5
- 10. RENT: 6
- 11. PAYMENTS. 6
- 12. DEFAULTS: 6
- 13. LANDLORD'S ADDITIONAL REMEDIES FOR DEFAULT: 6
- 14. COMMON AREAS: 7
- 15. COMMON AREA MAINTENANCE 9
- 16. UTILITIES: 9
- 17. USE OF PREMISES: 9
- 18. ASSIGNMENT/SUBLETTING: 11
- 19. ALTERATIONS/IMPROVEMENTS: 11
- 20. AIR CONDITIONING: 12
- 21. GENERAL INSURANCE REQUIREMENTS. 12
- 22. TENANTS’ PROPERTY INSURANCE OBLIGATIONS: 12
- 23. LANDLORD'S PROPERTY INSURANCE: 14
- 24. LANDLORD'S LIABILITY INSURANCE: 14
- 25. PAYMENT FOR LANDLORD'S INSURANCE: 14
- 26. INDEMNITY AND HOLD HARMLESS: 14
- 27. LANDLORD’S ACCESS TO PREMISES: 15
- 28. DAMAGE OR DESTRUCTION: 16
- 29. CONDEMNATION: 17
- 30. TAXES: 18
- 31. LANDLORD'S REMEDIES: 18

32. TENANT'S AFFIRMATIVE COVENANTS: 21

33. TENANT'S NEGATIVE COVENANTS: 22

34. WAIVER: 24

35. COVENANT OF QUIET ENJOYMENT: 24

36. STATUS REPORT: 24

37. MECHANICS' LIENS: 25

38. INVALIDITY OF PARTICULAR PROVISIONS: 25

39. PROVISIONS BINDING: 25

40. GOVERNING LAW: 25

41. NOTICES: 25

42. MORTGAGE SUBORDINATION: 26

43. HOLDOVER BY TENANT: 26

44. LANDLORD'S RIGHT TO CURE DEFAULTS: 26

45. VOTING CONTROL OF TENANT: 27

46. SECURITY DEPOSIT: 27

47. DELIVERY OF THIS INSTRUMENT: 27

48. PARAGRAPH HEADINGS: 28

49. UNITED SHOPPING PLAZA: 28

50. CONSTRUCTION ON ADJACENT PREMISES: 28

51. EFFECT OF UNAVOIDABLE DELAYS: 29

52. ATTORNMENT: 29

53. ACCORD AND SATISFACTION: 29

54. NOTIFICATION TO MORTGAGEE: 29

55. NO ORAL CHANGES: 30

56. REPRESENTATIONS BY LANDLORD: 30

57. WAIVER OF LITIGATION: 30

THIS LEASE, ENTERED INTO BY AND BETWEEN:

LANDLORD: UNITED CORPORATION hereinafter also referred to as "Landlord"), a corporation organized and existing under the laws of the Government of the Virgin Islands, with principal offices at United Shopping Plaza, Plots 4C and 4D, Estate Sion Farm, Christiansted, St. Croix, United States Virgin Islands, herein represented by its PRESIDENT, MAHER YUSUF, who represents that he is duly authorized to execute and deliver this contract in the name and behalf of Landlord by appropriate authority granted by its Board of Directors, which authority, or the ratification thereof, he shall establish and exhibit whenever and wherever necessary.

AND TENANT: MAHMUD A IDHEILEH AND MAJDI ZGHEIR, BAY 8,
UNITED SHOPPING PLAZA

(Hereinafter also referred to as "Tenant")

1. UNITED SHOPPING PLAZA:

Landlord has legal title to Plots 4C and 4D, Estate Sion Farm, Christiansted, St. Croix, U.S. Virgin Islands and the improvements thereon, hereinafter defined as the "United Shopping Plaza."

2. LEASED PREMISES:

Landlord agrees to lease to Tenant the facility in the Shopping Plaza identified in Exhibit A as Bay 8 (the Leased Premises), which said Leased Premises, together with all rights, improvements, appurtenances, easements and privileges attached thereto (including but not limited to the use in common with other tenants of the Shopping Plaza of the Common Areas, to be hereinafter defined) are defined as the "Leased Premises." The Leased Premises, as shown in Exhibit A will have on the ground floor dimensions of approximately 6250 sq. ft. ~~The Leased Premises include the exterior unfinished walls of the Leased Premises as well as the doors and glass windows.~~ The Leased Premises also include one-half of the width of any common walls.

3. TITLE:

Landlord covenants that

- a. it has the right to make this lease;
- b. the United Shopping Plaza is and shall continue to be, during the term of this lease, free and clear of all liens, encumbrances and restrictions that may affect Tenant's quiet enjoyment of the Leased Premises; and
- c. the United Shopping Plaza is duly zoned by the Government of the Virgin Islands for use as a shopping center.



4. LEASE:

The parties hereto state that they have agreed to enter into a lease contract with respect to the Leased Premises hereinabove described, accordingly, Landlord does hereby LEASE to Tenant, and Tenant LEASES from Landlord the Leased Premises with all rights, uses, servitudes, improvements appurtenances, easements and privileges belonging thereto, including, but not limited to, the non-exclusive right to use the Common Areas defined herein.

5. LANDLORD'S RESERVATION:

Landlord has reserved the right to place in the Leased Premises (in such manner to reduce to a minimum the interference with Tenant's use of the Demised Premises) utility lines, pipes, and the like, to serve premises other than the Leased Premises, and to replace and maintain or repair such utility lines, pipes and the like in, over and upon the Leased Premises as may have been installed in the building, including, but not limited to, those that may have been initially installed in the Leased Premises by Landlord. It is understood that upon Landlord making any maintenance work as provided by this Article Landlord will restore Leased Premises to the condition that Leased Premises were in prior to such work.



Handwritten notes: YES X 1-1-03

6. TERM OF LEASE:

The Term of this lease shall be for a period of Sixty-Three (63) calendar months commencing on October 1, 2002. Tenant shall have first option on Bay 8 for a further term of five years.

7. TENANT'S ACCESS PRIOR TO COMMENCEMENT OF TERM:

Tenant, prior to the commencement of the term may, at its own risk and expense and without any liability to Landlord, install fixtures and other equipment in the Leased Premises and do other work; provided, however, that such activities of Tenant shall not interfere with any work performed by Landlord and further provided that the Leased Premises is are not otherwise occupied by a tenant under a lease in existence on or before the date this lease is executed

8. INSPECTION BY TENANT:

The Tenant acknowledges that it has inspected the Leased Premises and accepts same on an "AS IS-WHERE IS" basis, subject to Landlord's improvements: Landlord will provide a loading door; will remove the existing suspended ceiling; install a working bathroom; and will install warehouse lighting, all work to commence promptly after execution of this Lease. Tenant acknowledges that it has sole responsibility to obtain any permits or certificates necessary to permit it to occupy the Leased Premises or otherwise open for business. If Tenant disputes the square footage of the Leased Premises, the amount set forth in this lease shall govern, irrespective of the actual square footage.

for business not later than ninety (90) days after the date when the Leased Premises have been made available for Tenant's occupancy.

10. RENT:

Tenant agrees to pay Rent to Landlord, without any prior demand and without any setoff or deduction whatsoever, at the address of landlord or at such places as Landlord may direct in writing, at the following rates and times:

The Rent for the Leased Premises shall initially be waived until January 1, 2003. Thereafter the Annual Rent shall be \$31,260.00 for the first year, payable in equal monthly installments of \$2,605.00 per calendar month beginning with January 1, 2003. The Annual Rent for the remaining four years of the lease, beginning January 1, 2004 shall be \$37,500 payable in equal monthly installments of \$3,125 and proportionately at such rate for any partial month, such monthly installments to be paid in advance on the first day of each and every calendar month during the term hereof.

APRIL 1

11. PAYMENTS:

Tenant is responsible for the delivery of all payments due under this lease on the date due. Failure to make such payment within 30 days shall result in Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month. If Tenant shall fail to pay in full all payments due herein within 30 days of the date due, the Tenant shall be in default under this Lease. If the interest rate set forth herein is deemed to be usurious or otherwise against public policy, the interest rate shall be the maximum amount permitted by law or public policy. Interest shall accrue at the prevailing legal interest rate from and after the due date of any and all payments required under this Lease, including but without limitation, fixed minimum rent, percentage rents, additional rents described in this Lease, maintenance fees and tenant's proportional share of real property tax.

Tenant agrees that it may not set-off against payments due hereunder any disputed payments or other charges it claims are due to it from Landlord.

12. DEFAULTS:

If default should be made in any of Tenant's obligations under this Lease and such default is not cured within thirty (30) days after written notice by Landlord to Tenant thereof (or if said default cannot be cured with thirty (30) days,) then, if Tenant does not commence within said thirty day period to attempt to cure said default and thereafter proceed with due diligence with the curing of the same, Tenant shall be in default under this Lease.

13. LANDLORD'S ADDITIONAL REMEDIES FOR DEFAULT:

Landlord may, at its option, terminate this Lease upon five (5) business days written notice to Tenant (if said default is not cured within such five-day period), and Landlord may reenter the Leased Premises as its own estate, and/or Landlord may relet the Leased Premises in

Handwritten initials or signature

and that Landlord shall have the sole discretion of determining the amount of square footage requiring repair.

- f. Tenant expressly waives any claim it has or may have against Landlord for attorney's fees or interest
- g. Tenant acknowledges that Landlord offered it the option of leasing the Leased Premises at an annual rent of \$ 100,000, in which case Landlord would not have required the waivers set forth in (a)-(g) above.

Signature of Tenant

Mahmud A. Jaber _____

Landlord is not responsible for water or sewer line leaks, damage or repairs unless leak occurs outside of the leased premises. Leaks within common walls shall be the joint responsibility of the tenants on either side of the common wall.

Signature of Tenant

Mahmud A. Jaber _____

THIS IS THE LEASE that the appearing parties hereby execute in the respective capacity that each appear hereunder, and they hereby ratify this instrument in all its parts and bind themselves to stand for all the terms therein contained at all times under the legal responsibilities arising therefrom according to law, and thus the appearing parties hereby accept this instrument in all its parts, as drafter, being all well informed of its contents, and they do hereby consent to the execution of this Lease.

IN EVIDENCE THERETO, the appearing parties place their initials on every page of this instrument and sign it on the lines indicated below, at the place and on the date indicated next to their respective signature.

Given at Christiansted, St. Croix; U S. Virgin Islands as of this ___-day of _____, 2002.

WITNESSES(As to Landlord):

UNITED CORPORATION, d/b/a
UNITED SHOPPING PLAZA,
Landlord

BY *Maher Yusef*
Maher Yusef, President

WITNESSES (As to Tenant):

BY *Anthony A. Schmitt*
Tenant-

BY _____
Tenant

TERRITORY OF THE VIRGIN' ISLANDS)
SS
DIVISION OF ST. CROIX)

On this ___ day of _____, 2002, before me appeared _____ who acknowledged himself to be the _____ of UNITED CORPORATION, the corporation described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of the corporation by subscribing the name of such corporation by himself as such officer, and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act and as the free and voluntary act of the said Corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

TERRITORY OF THE VIRGIN' ISLANDS)

SS

DIVISION OF ST. CROIX)

On this _____ day of _____, 19___, before me appeared _____ to me known and known to me to be the individual described in and who executed the foregoing instrument, and who acknowledged that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein contained, WITNESS my hand and official seal.

Notary Public

TENANT'S SECRETARY'S CERTIFICATE

The undersigned, _____ hereby certifies:

1. That he (she) is the Secretary of _____ a corporation organized according to the laws of the Virgin Islands.

2. That at a Special Meeting of the Board of Directors of the aforementioned corporation, held at _____ on _____ at which meeting a quorum was present, the following resolution was unanimously adopted:

"Resolved:

That the Lease Contract executed on _____ by _____ as the _____ of this corporation with UNITED CORPORATION, d/b/a UNITED SHOPPING PLAZA, whereby certain space was leased by this corporation at a Shopping Plaza owned by UNITED CORPORATION, located in St. Croix, U.S. Virgin Islands, is hereby RATIFIED and made binding upon this corporation."

That _____ occupies the office of _____ and has been duly elected to and of this corporation.

IN WITNESS WHEREOF, I execute this Certificate, under my hand and the seal of the corporation at _____, on this _____ day of _____, 2002

Secretary

GUARANTY

This Guaranty is an absolute and unconditional Guaranty of payment and performance. It shall be enforceable against the Guarantor, its successors and assigns, without necessity for any suit or proceedings on the Landlord's part of any kind or nature whatsoever against the Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by the Landlord against the Tenant, or against the Tenant's successors and assigns, any of the rights or remedies reserved to the Landlord pursuant to the provisions of the said Lease.

This Guaranty shall be a continuing Guaranty, and the liability of the guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the lease or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Landlord to the Tenant, its successors or assigns, or by reason of any dealings or transactions or matter or thing occurring between the Landlord and the Tenant, its successors or assigns, whether or not notice thereof is given to the Guarantor.

All of the Landlord's Rights and Remedies under the said Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

This Guaranty shall be governed by and construed in accordance with the laws of the Government of the Virgin Islands. The Parties hereby subject themselves to the jurisdiction of the Courts of the Territory of the Virgin Islands in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with the aforementioned Lease or this Guaranty. Any such action or proceeding against Guarantor may be commenced by the service of the process necessary to commence such action or proceeding upon the Guarantor or registered or certified mail addressed to the Guarantor at the address set forth above.

Guarantor:

Signature *Raymond A. Scheide* Social Security No.: 580 16 4397

Name: _____

Address: _____

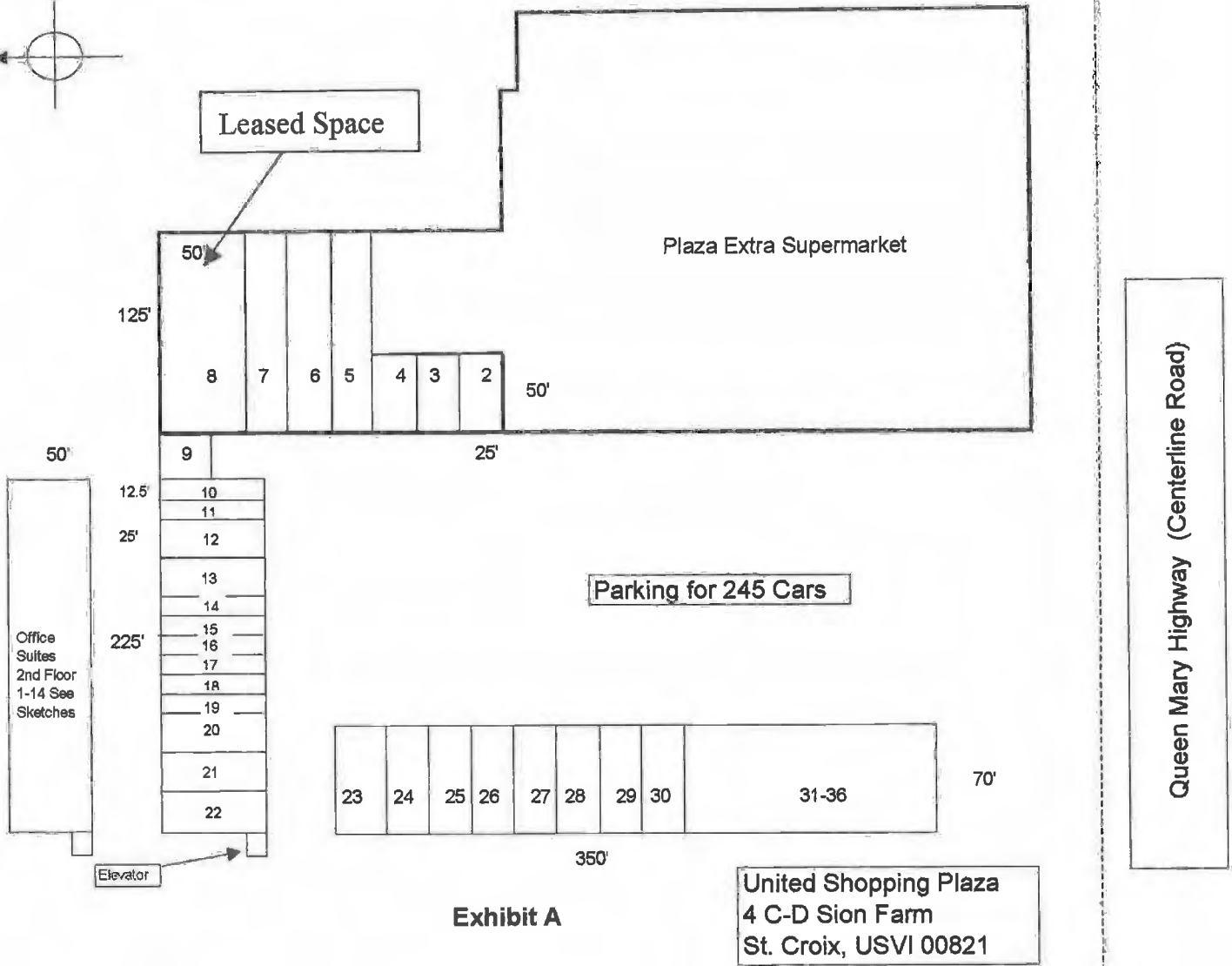
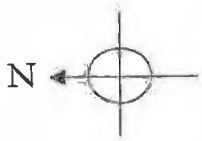


Exhibit 7

LEASE CONTRACT

For Bay No. 4 and 5

United Shopping Plaza

4-C & D Sion Farm
PO Box #763
Christiansted, VI 00821

Tenant:

Mazen Awadallah

Date: 1 December 2011

exp 11-30-15

Y-3 and Y-4

EXHIBIT

7

1

TABLE OF CONTENTS

1. UNITED SHOPPING PLAZA:	4
2. LEASED PREMISES:	4
3. TITLE:	4
4. LEASE :	5
5. LANDLORD'S RESERVATION:	5
6. TERM OF LEASE:	5
7. TENANT'S ACCESS PRIOR TO COMMENCEMENT OF TERM:	5
8. INSPECTION BY TENANT:	5
9. OPENING FOR BUSINESS:	5
10. RENT:	6
11. PAYMENTS.	6
12. DEFAULTS:	6
13. LANDLORD'S REMEDIES FOR DEFAULT:	6
14. COMMON AREAS:	7
15. MAINTENANCE	8
16. UTILITIES:	9
17. USE OF PREMISES:	9
18. ASSIGNMENT/SUBLETTING:	11
19. ALTERATIONS/IMPROVEMENTS:	11
20. AIR CONDITIONING:	11
21. GENERAL INSURANCE REQUIREMENTS:	11
22. TENANTS' PROPERTY INSURANCE OBLIGATIONS:	12
23. LANDLORD'S PROPERTY INSURANCE:	13
24. LANDLORD'S LIABILITY INSURANCE:	13
25. PAYMENT FOR LANDLORD'S INSURANCE:	14
26. INDEMNITY AND HOLD HARMLESS:	14
27. LANDLORD'S ACCESS TO PREMISES:	15
28. DAMAGE OR DESTRUCTION:	15
29. CONDEMNATION:	17
30. TAXES:	18
31. REMEDIES:	18
32. TENANT'S AFFIRMATIVE COVENANTS:	20
33. TENANT'S NEGATIVE COVENANTS:	21

34. WAIVER:	23
35. COVENANT OF QUIET ENJOYMENT:	23
36. STATUS REPORT:	23
37. MECHANICS' LIENS:	24
38. INVALIDITY OF PARTICULAR PROVISIONS:	24
39. PROVISIONS BINDING:	24
40. GOVERNING LAW:	24
41. NOTICES:	24
42. MORTGAGE SUBORDINATION:	25
43. HOLDOVER BY TENANT:	25
44. LANDLORD'S RIGHT TO CURE DEFAULTS:	25
45. VOTING CONTROL OF TENANT:	26
46. SECURITY DEPOSIT:	26
47. DELIVERY OF THIS INSTRUMENT:	26
48. PARAGRAPH HEADINGS:	27
49. CONSTRUCTION ON ADJACENT PREMISES:	27
50. EFFECT OF UNAVOIDABLE DELAYS:	27
51. ATTORNMENT:	28
52. ACCORD AND SATISFACTION:	28
53. NOTIFICATION TO MORTGAGEE:	28
54. NO ORAL CHANGES:	28
55. REPRESENTATIONS BY LANDLORD:	28
56. WAIVER OF LITIGATION:	28
57. ARBITRATION	30

THIS LEASE, ENTERED INTO BY AND BETWEEN:

LANDLORD: UNITED CORPORATION hereinafter also referred to as "Landlord"), a corporation organized and existing under the laws of the Government of the Virgin Islands, with principal offices at United Shopping Plaza, Plots 4C and 4D, Estate Sion Farm, Christiansted, St. Croix, United States Virgin Islands, herein represented by its PRESIDENT, MAHER YUSUF, who represents that he is duly authorized to execute and deliver this contract in the name and behalf of Landlord by appropriate authority granted by its Board of Directors, which authority, or the ratification thereof, he shall establish and exhibit whenever and wherever necessary.

AND TENANT: **Mazen Awadallah**

BAY 4 AND 5
UNITED SHOPPING PLAZA

(Hereinafter also referred to as "Tenant")

1. UNITED SHOPPING PLAZA:

Landlord has legal title to Plots 4C and 4D, Estate Sion Farm, Christiansted, St. Croix, U.S. Virgin Islands and the improvements thereon, hereinafter defined as the "United Shopping Plaza."

2. LEASED PREMISES:

Landlord agrees to lease to Tenant the facility in the Shopping Plaza identified in Exhibit A as Bay 4 and 5 (the Leased Premises), which said Leased Premises, together with all rights, improvements, appurtenances, easements and privileges attached thereto (including but not limited to the use in common with other tenants of the Shopping Plaza of the ~~Common Areas, to be hereinafter defined~~) are defined as the "Leased Premises." The Leased Premises, as shown in Exhibit A will have on the floor dimensions of approximately 3125 and 1250 sq. ft. ~~The Leased Premises include the exterior unfinished walls of the Leased Premises as well as the doors and glass windows.~~ The Leased Premises also include one-half of the width of any common walls.

3. TITLE:

Landlord covenants that

- a. it has the right to make this lease;
- b. the United Shopping Plaza is duly zoned by the Government of the Virgin Islands for use as a shopping center.

4. LEASE :

The parties hereto state that they have agreed to enter into a lease contract with respect to the Leased Premises hereinabove described, accordingly, Landlord does hereby LEASE to Tenant, and Tenant LEASES from Landlord the Leased Premises with all rights, uses, servitudes, improvements, appurtenances, easements and privileges belonging thereto, including, but not limited to, the non-exclusive right to use the Common Areas defined herein.

5. LANDLORD'S RESERVATION:

Landlord has reserved the right to replace and maintain or repair such utility lines, pipes and the like in, over and upon the Leased Premises as may have been installed in the building, including, but not limited to, those that may have been initially installed in the Leased Premises by Landlord. It is understood that upon Landlord making any maintenance work as provided by this Article Landlord will restore Leased Premises to the condition that Leased Premises were in prior to such work.

6. TERM OF LEASE:

The Term of this lease shall be for a period of Five (5) calendar years commencing on 1 December 2011.

7. TENANT'S ACCESS PRIOR TO COMMENCEMENT OF TERM:

Tenant, prior to the commencement of the term may, at its own risk and expense and without any liability to Landlord, install fixtures and other equipment in the Leased Premises and do other work provided that the Leased Premises is are not otherwise occupied by a tenant under a lease in existence on or before the date this lease is executed.

8. INSPECTION BY TENANT:

The Tenant acknowledges that it has inspected the Leased Premises and accepts same on an "AS IS-WHERE IS" basis. Tenant acknowledges that Tenant may not rely upon any representations made by Landlord or any other party regarding the state or condition of the premises except those specifically set forth in this Lease Contract. Tenant acknowledges that it has sole responsibility to obtain any permits or certificates necessary to permit it to occupy the Leased Premises or otherwise open for business. If Tenant disputes the square footage of the Leased Premises, the amount set forth in this lease shall govern, irrespective of the actual square footage.

9. OPENING FOR BUSINESS:

Tenant, at its own cost and expense, shall equip its premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall open for business not later than ninety (90) days after the date when the Leased Premises have been made available for Tenant's occupancy.

10. RENT:

Tenant agrees to pay Rent to Landlord, ~~without any prior demand and without any setoff or deduction whatsoever, at the address of landlord or at such places as Landlord may direct in writing,~~ \$4500.00 per month. ~~All payments and monthly installments are to be~~ paid in advance on the first day of each and every calendar month during the term hereof at Landlord's office at Plaza Extra Sion Farm, unless otherwise designated.

11. PAYMENTS.

Tenant is responsible for the delivery of all payments due under this lease on the date due. Failure to make such payment within 30 days shall result in Landlord charging interest due on all unpaid sums at a rate of 1-1/2% per month. If Tenant shall fail to pay in full all payments due herein within 30 days of the date due, the Tenant shall be in default under this Lease. If the interest rate set forth herein is deemed to be usurious or otherwise against public policy, the interest rate shall be the maximum amount permitted by law or public policy. Tenant agrees that it may not set-off against payments due hereunder any disputed payments or other charges it claims are due to it from Landlord.

12. DEFAULTS:

If default should be made in any of Tenant's obligations under this Lease and such default is not cured within thirty (30) days (or if said default cannot be cured within thirty (30) days), Tenant shall be in default under this Lease.

13. LANDLORD'S REMEDIES FOR DEFAULT:

In the event of default by Tenant, Landlord may, at its option, terminate this Lease upon five (5) business days written notice to, and Landlord may reenter the Leased Premises as its own estate, and/or Landlord may relet the Leased Premises in whole or in part, and alter, change or subdivide the same as in Landlord's reasonable judgment may accomplish the best results at such rental reasonably approximating a fair market rental and upon such terms and for such length of time, whether less or greater than the unexpired portion of the Term of this Lease as Landlord may reasonably elect. Notwithstanding any such termination of this Lease, Tenant shall be liable unto landlord for any deficiency between Rent provided hereunder and the rentals collected by Landlord for the period of said reletting and/or vacancy, not exceeding the balance of the Term after deducting therefrom the reasonable cost of such reletting, including reasonable costs for brokerage fees, attorneys fees, and reasonable cost of restoration of the Leased Premises to make them suitable for reletting. Landlord may monthly, or at such greater intervals as it may see fit, institute action to exact payment of said deficiency.

Should Landlord not initially terminate this Lease upon default, Landlord may nevertheless terminate this Lease at any time thereafter, provided the default is still continuing.

In the event of termination of this Lease, Landlord shall be immediately be entitled to recover from Tenant, the worth at the time of any such termination of the excess, if any, of an amount equivalent to Rent and Additional Rent for the balance of the Lease Term over

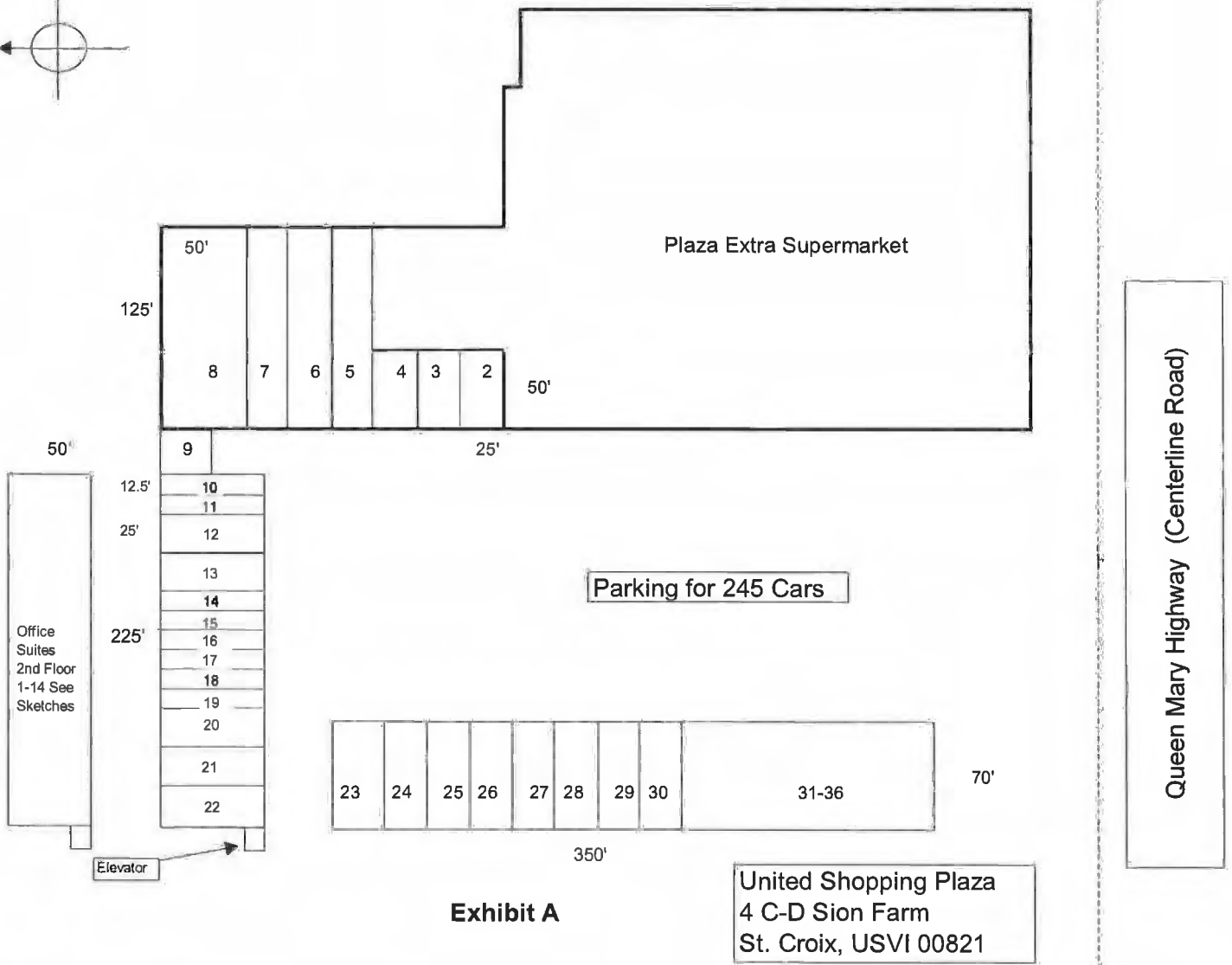
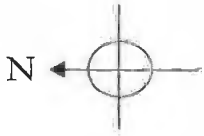


Exhibit A

United Shopping Plaza

Sion Farm, St Croix, Virgin Islands

- a. Tenant agrees not to assert any set offs in any action for eviction or to collect payments due under this Lease.
- b. Tenant agrees that it will not assert any counterclaim in an action for eviction or collection of payments due under this Lease nor seek consolidation of any action between the parties, nor seek to transfer any action brought under the Virgin Islands Forcible Entry and Detainer statute to the civil docket of any court; Landlord in turn agrees that it will not assert that the failure to assert such a counterclaim is a waiver of a compulsory counterclaim.
- c. Tenant expressly waives trial by jury in any action between Landlord and Tenant; Landlord in turn agrees to waive trial by jury in such actions.
- d. Tenant expressly waives any claim for special, consequential, or punitive damages in any action between Landlord and Tenant; Landlord in turn waives such claim to damages.
- e. Tenant agrees that if Landlord is required to perform repairs within the Leased Premises at the conclusion of the Lease (including any conclusion that results from Tenant's default), Landlord shall be entitled to liquidated damages for repair costs of a minimum of \$35.00 per sq. of floor space and that Landlord shall have the sole discretion of determining the amount of square footage requiring repair.
- f. Tenant expressly waives any claim it has or may have against Landlord for attorney's fees or interest.

Tenant acknowledges that Landlord offered it the option of leasing the Leased Premises at an annual rent of \$70,000 in which case Landlord would not have required the waivers set forth in (a)-(f) above.

Signature of Tenant



United Shopping Plaza

Sion Farm, St Croix, Virgin Islands

THIS IS THE LEASE that the appearing parties hereby execute in the respective capacity that each appear hereunder, and they hereby ratify this instrument in all its parts and bind themselves to stand for all the terms therein contained at all times under the legal responsibilities arising therefrom according to law, and thus the appearing parties hereby accept this instrument in all its parts, as drafter, being all well informed of its contents, and they do hereby consent to the execution of this Lease.

IN EVIDENCE THERETO, the appearing parties place their initials on every page of this instrument and sign it on the lines indicated below, at the place and on the date indicated next to their respective signature.

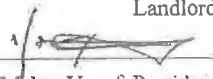
Given at Christiansted, St. Croix; U S. Virgin Islands as of this ___ day of _____, 2011

WITNESS (As to Landlord):

UNITED SHOPPING PLAZA,

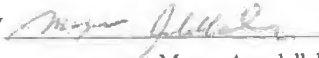
Landlord

BY


Maher Yusef, President
Yusef Yusef

Tenant

BY


Mazen Awadallah

WITNESS(As to Tenant):

BY _____

Notary:

Exhibit 8

DEWOOD LAW FIRM

2006 Eastern Suburb Suite 101
Christiansted, V.I. 00820
Admitted: NY, NJ, MD, & VI
T. 340.773.3444
F. 888.398.8428
info@dewood-law.com

BY: FIRST CLASS MAIL & EMAIL ONLY

May 17, 2013

Joel Holt, Esq.
2132 Company Street
Christiansted, VI 00820

Re: Rent Due – Plaza Extra – East Operations

Dear Attorney Holt,

On behalf of United Corporation, the following is a notice of the value of rents due as follows:

Rent due for Plaza Extra – East
Bay No. 1 January 1, 1994 through April 4, 2004
69,680 SQ. FT. at \$5.55 10 years and 95 days Balance Due \$3,967,894.19

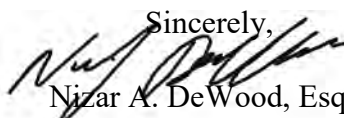
Bay No. 5 May 1, 1994 through October 31, 2001
3,125 SQ. FT. at \$12.00 6 years and 184 days Balance Due \$243,904.00

Bay No. 8 April 1, 2008 through May 30, 2013
6,250 SQ. FT. at \$12.00 5 years and one month Balance Due \$381,250.00

Total Amount Due **\$4,593,048.19**

These amounts are undisputed, and have been outstanding for a very long time - before 2012. This amount does not reflect the rent increase requested and noticed to Mohammed Hamed since January 1, 2012. We reserve our client’s right for the additional rents due and owing based on the rent increase after January 1, 2012. Kindly review the amount with your client, and advise when a check can be issued. Thank you.

Sincerely,


Nizar A. DeWood, Esq.

Y-3 and Y-4

EXHIBIT

8

Confidential

Exhibit 9

JOEL H. HOLT, ESQ. P.C.

2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holtvi@aol.com

May 22, 2013

Nizar A. DeWood
The Dewood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

By Email and Mail

Re: Plaza Extra

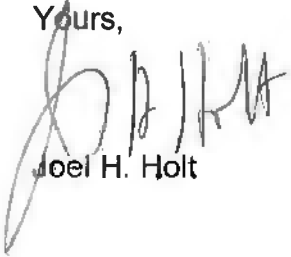
Dear Attorney DeWood:

In response to your letter dated May 17, 2013, regarding "Rent Due" for Bay Nos. 1, 5 and 8, my clients have authorized me to respond as follows:

1. **Bay No. 1**-The rent claimed is for the time period between 1994 and 2004. There was never any understanding that rent would be paid for this time period, much less at that rate. In any event, this inflated claim is clearly barred by the statute of limitations.
2. **Bay No. 5**-The rent claimed for the time period between 1994 and 2001 is for vacant space was used without charge until a tenant could be located. Thus, there was never any agreement to pay rent for this space either. In fact, the rate your client is attempting to charge is grossly inflated as well. In any event, this claim is also barred by the statute of limitations.
3. **Bay No. 8**-The rent claimed for this Bay was never agreed to, as the items stored there were removed from a space in a trailer where everything was just fine. Moreover, no one would agree to pay the amount you claim is due for warehouse storage. The fact that this amount is even being sought confirms that Fathi Yusuf should no longer be a partner in the Plaza Extra supermarkets, as it is a breach of the duty of good faith and fair dealing (that every partner owes the partnership) when you try to extort money from your own business. In any event, these items will be removed from Bay 8 to the second floor of the store since your client now wants to charge rent for this space.

Ever since your clients lost the preliminary injunction hearing, they have done everything they can to undermine the partnership. Your clients' belated claim for inflated amounts of back rent (that were never agreed to) is just another example of your clients' continued efforts to try to undermine the Court's Order.

Yours,

A handwritten signature in black ink, appearing to read "J. Holt", written over the typed name "Joel H. Holt".

Joel H. Holt

Exhibit 10

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMAD HAMED

Plaintiff

Vs.

FATHI YUSUF
UNITED CORPORATION

Defendants

CIVIL NO. SX-12-CIV-370

CIVIL ACTION

ACTION FOR DAMAGES SEP -9 P1 :18

DEFENDANT UNITED'S MOTION TO
WITHDRAW RENT

DEFENDANT UNITED'S MOTION TO WITHDRAW RENT

COMES NOW, Defendant United Corporation, through counsel and respectfully moves this honorable for an Order permitting Defendant United to withdraw rents in the amount of \$5,234,298.71 dollars. Since 2012, Plaintiff Mohammed Hamed has consistently refused to pay the rental value of the retail space, known as Bay 1 located at United Shopping Plaza and used for the operations of the Plaza Extra supermarket store in Sion Farm, St. Croix. Repeated demands have been made to Plaintiff but to no avail. With constant baseless excuses from Plaintiff's counsel, Defendant United Corporation is compelled to file this Motion to withdraw the rents due for Bay 1. This Motion is supported by the attached Memorandum of Law in Support thereof (including Exhibits A - D).

Y-3 and Y-4

EXHIBIT

10

WHEREFORE, Defendant United respectfully request an immediate hearing on this matter, and for this Motion to be granted.

Date: September 9, 2013

Respectfully Submitted,

DEWOOD LAW FIRM
Attorneys for Defendant United

By: 

Nizar A. DeWood, Esq.
2006 Eastern Suburbs, Suite 102
Christiansted, V.I. 00820
T. (340) 773-3444
F. (888) 398-8428

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of September, 2013, I caused a true and exact copy of the foregoing Motion to Withdraw Rent, Memorandum of Law in Support, Exhibits A to D, and Proposed Order to be served on counsel for the Plaintiff at the below address.

Joel H. Holt
Law Office of Joel H. Holt
2132 Company Street
Christiansted, VI 00820

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

/s/ Nizar A. DeWood

Nizar A. DeWood

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

MOHAMMAD HAMED

Plaintiff

Vs.

FATHI YUSUF
UNITED CORPORATION

Defendants

CIVIL NO. SX-12-CIV-370

CIVIL ACTION

ACTION FOR DAMAGES

**MEMORANDUM OF LAW IN SUPPORT OF
DEFENDANT UNITED'S MOTION TO
WITHDRAW RENTS**

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT UNITED'S MOTION TO
WITHDRAW RENT**

I. PRELIMINARY STATEMENT

COMES NOW, Defendant United Corporation through counsel, and respectfully files this Memorandum of Law in Support of its Motion to Withdraw the value of the agreed upon rents of \$5,234,298.71. The amount due is reflected in the below outlined rental periods and retail space utilized for the operations of the Plaza Extra – East store located at the United Shopping Plaza, a property owned in fee simple absolute by Defendant United Corporation:

- 1) Bay No. 1: (69,680 Sq. Ft. of Retail Space @ current monthly rate of \$58,791.38) for the period of January 1st, 2012 through September 1, 2013 for a total of \$1,234,618.98.
- 2) Bay No. 1 (69,680 Sq. Ft. of Retail Space @ \$5.55 sq. ft.) for the period of January 1st, 1994 through May 4th, 2004 (10 Years & 125 days) for a total of \$3,999,679.73

Total rent owing and due for Bay 1 is \$5,234,298.71.

Bay 1 is the main retail space that has been – and still - utilized for the day to day operations of the Plaza Extra – East Store located at 4C & 4D Estate Sion Farm, St. Croix, Virgin Islands. Despite repeated demands since May of 2013 for the value of rent be withdrawn by United Corporation, Plaintiff has refused to authorize the signature on a check to United Corporation for the rents due and owing. In a letter dated May 12th, 2013, Plaintiff seems confused as to which excuse to use to not pay rent. First, Plaintiff contends there was never an agreement to pay rent and, even if Plaintiff Hamed did agree, the statute of limitations would bar any claims for rent for the period of January 1st, 1994 through May 4th, 2004. Plaintiff's newly invented position that the Statute of Limitations applies, as will be shown, is asserted in bad faith, and is only intended to harm the interests of Defendant United.

On April 25th, 2013, this Court entered a preliminary injunction in this matter requiring the parties to jointly manage the operations of the Plaza Extra Stores. Plaintiff in bad faith, and in contravention of the past practices settling the value of rents between Mohamed Hamed and United Corporation, now refuses to allow the payment of the agreed upon and overdue rent to Defendant United Corporation for Bay 1. Due to Plaintiff's intransigence, Defendant United is forced to file this instant Motion. As such, this matter must be addressed by this honorable court forthwith¹,

¹ Defendant United respectfully submits that this court has failed to adjudicate Defendants' 12(b)(6) Motion pending before this court since December 16th, 2012. This court has also failed to adjudicate Defendant's May 15th, 2013, Motion to Clarify Scope of Preliminary Injunction. Defendants respectfully request that this Court treat Defendants'

and an Order issuing to permit Defendant United as the fee simple owner to withdraw the rents due of \$5,234,298.71 be permitted.

II. FACTS

The undisputed facts are as follows:

1. Plaza Extra Supermarket - East occupies Bay 1², a retail space located at United Shopping Plaza in Sion Farm, St. Croix, V.I. There is no dispute that Defendant United Corporation is the fee simple owner of the premises, including retail space Bay 1, and that the Plaintiff has no interest therein. There is no dispute that the value of rent for the retail space used by Plaza Extra – East has always been withdrawn by United Corporation upon demand. See *Affidavit of Fathi Yusuf*, **EXHIBIT A**.

2. United Corporation and Plaintiff have always agreed since 1986 that the value of any rent for any retail space used for the operations of the Plaza Extra – East supermarket store be withdrawn from the gross sales proceeds from time to time. Since 1986, the parties have customarily settled all rents due upon demand by Defendant United Corporation. For example, for the period 1986 to 1993, the parties settled all rents due and owing in 1993 to Defendant United by way of one lump sum payment for the rent for the use of Bay 1 of United Shopping Plaza. Neither Plaintiff Hamed, nor any of his designees, ever asserted any objection or legal defense, when rent was requested by Defendant United.

Motions in the same manner it expeditiously adjudicates all of Plaintiff's Motions. There is not a single Plaintiff Motion that remains outstanding; all have been adjudicated in record time. However, as to Defendants' there remain outstanding three Defendants' Motions.

² Bay 1 is a 69,680 sq. ft. retail space.

3. Bay No. 1 (current rent): Plaintiff now refuses to allow Defendant United to withdraw rent value for Bay No. 1 for the period of **January 1st, 2012 through September 1, 2013** for a total of \$1,234,618.98. (based on a monthly rate of \$58,791.38) despite the fact that the parties have already settled outstanding rents for the period of April 5th, 2004 through December 31st, 2011. Notwithstanding this bad faith behavior, Plaintiff continues to enjoy the benefits of the operations of the Plaza Extra Store, including but not limited to the use of valuable retail space located at the United Shopping Plaza.

4. Bay No. 1 (rent arrears): For the period of **January 1st, 1994 through May 4th, 2004**, Plaintiff Hamed refuses to allow Defendant United to withdraw the rent value of \$3,999,679.73 (69,680 Sq. Ft @ \$5.55 sq. ft.), despite Plaintiff's continued benefit from the use of Bay 1 by the operations of the Plaza Extra East store.

5. The total rent due and outstanding is \$5,234,298.71. This rent due amount is an amount certain, liquidated, and subject to immediate collection. Notwithstanding any issues or claims of partnership, joint venture, or business agreement between the parties, the value of the use of the aforementioned premises must be addressed forthwith. As the fee simple owner of each of the retail spaces used by the Plaza Extra – East store, Defendant United is entitled to immediately collect the rents due and owing.

Rent Due on Bay 1 (the Main Store):

6. Currently, the monthly rent for Bay 1, the retail space occupied by the Plaza Extra Store – East is \$58,791.38. It is calculated based upon the 2012 sales of the Plaza Extra – Tutu Park, St. Thomas store. For example, for the period of May 5th, 2004 through December 31st, 2011, the parties agreed that the rents due and owing was \$5,408,806.74 dollars, which amounts to a monthly rent of \$58,791.38. A check in the amount of \$5,408,806.74 was issued to United Corporations from the earnings of the Plaza Extra stores. See Copy of Check #64866, **EXHIBIT B**. Plaintiff Hamed

never raised any issues of statute of limitations or denied that rent was owed because it has always been the parties' practice to settle rents when Defendant United makes a demand, regardless of the period of time. It is only after this captioned matter was filed by Plaintiff that Plaintiff Hamed, through his agent who is accused of defalcation and embezzlement, has taken it upon himself to deny Defendant United's right to the value of rent of the retail space. See *Letter of Joel Holt*, attached as **Exhibit D**.

7. The current monthly rent of \$58,791.38 for Bay 1 was calculated based on the yearly sales of the Plaza Extra – Tutu Park, St. Thomas store. The sales are divided by the square footage to arrive at a percentage amount. That percentage amount then is multiplied by the sales of the Plaza Extra – East store located at 4C & 4D Estate Sion Farm, St. Croix. See **Exhibit C** (percentage highlighted in yellow). This formula was used previously and agreed upon to calculate the rent due from May 5th, 2004 through December 31st, 2011. To date, despite repeated demands for rents due for the period of January 1, 2012 through September 2013 in the amount of \$1,234,618.98, Plaintiff Hamed refuses to jointly sign a check for the amount due.

8. Despite repeated demand, Defendants have made clear that no payment will be forthcoming. As such, Plaintiff Hamed, whatever entity this court deems to exist (partnership / joint venture / business agreement), is an unlawful holdover tenant of Bay 1.

9. On January 1, 2012, United Corporation gave notice of increased rent for Bay 1. Any increased rents Defendant United may be entitled to will be addressed in Defendant United's counterclaims.³ Defendant United does not waive none of its legal and equitable rights concerning its demand for increased rents.

³ Defendant United has not filed its Counterclaims due to Defendants' 12(b)(6) Motion still pending since December 16th, 2012.

III. ISSUES

- I. Whether Defendant United is entitled to withdraw the value of rents for retail space occupied by the Plaza Extra Sion Farm store?

IV. ARGUMENT

- I. **DEFENDANT UNITED IS ENTITLED TO WITHDRAW THE VALUE OF RENTS FOR BAY 1, AND/OR RECAPTURE POSSESSION OF THE PREMISES IMMEDIATELY.**

Bay No. 1

There is no dispute that the rent for Bay No. 1 is owing and due for the period of 1994 through 2004, as well as for the period of 2012 through current. In a May 22, 2013, correspondence, Plaintiff's counsel asserts that there was never any understanding that rent would be paid for this time period. This assertion is both ridiculous and is being made in bad faith. Plaintiff Hamed has always agreed that United Corporation is entitled to the value for all rents due for Bay No. 1, and bays 5 and 8. For purposes of this Motion, Defendant United seeks only the full rent due for Bay 1, as it is currently occupied for the benefit of the operations of the Plaza Extra – East store. The past unpaid rents for Bays 5 and 8 will be addressed separately in Defendant's counterclaim.

The parties have settled in the past any rents owing to Defendant United Corporation once every seven to ten year period. That has been the customary practice between the parties: that United is entitled to make demands for rent as it sees fit. For example, the parties settled the rents due between 1986 and 1993, and between 2004 and 2011. In both periods, the parties settled the rent when requested by United. There was no dispute as to amount, and

neither was there a dispute as to whether Statute of Limitations applied. As for the period of 1994 to 2004, United held off on the demand for rent because certain financial records were seized by the U.S. Government and were therefore unavailable to Defendant United to ensure proper calculation (as to the exact period of time) of the rents due. See, *Affidavit of Fathi Yusuf*, EXHIBIT A. At no time did Plaintiff Hamed ever contend that Defendant United was not entitled to any rents due as to trigger the running of the Statute of Limitations. It is only after the September 18th, 2012 action in this case was filed did Plaintiff Hamed decided to contest something as basic as the rent due.

For example, for the past period of 2004 through 2011, the parties already agreed that the value of rent for Bay 1 is \$5,408,806.74. The parties already settled that amount by disbursing a check in the amount of \$5,408,806.74, which comes up to a monthly rent of \$58,791.38 ($\$5,408,806.74 / 92$ months). As a matter of fact, Plaintiff Hamed has repeatedly attached a copy of the rent check in the amount of \$5,408,806 in support of the position that because rent has always been paid to Defendant United, this in turn supports the existence of the purported partnership of Yusuf and Hamed. Thus, on the one hand, Hamed uses evidence of a rent check to prove the existence of a purported partnership, and then turns around and denies that he [Plaintiff Hamed] has ever agreed to pay rent for Bay 1 for the period of **January 1st, 1994 through May 4th, 2004.**

Whatever relationship the parties may ultimately deemed to have in this action, the simple and narrow issue before this court is that Defendant United as the fee simple owner of the premises is entitled to the value of the rent for the premises being used by the Plaza Extra

– East Supermarket operation. If Plaintiff Hamed feels the urge not to agree to the withdrawal of the value of rent, then by all means this alleged partnership/ joint venture / business agreement should vacate the premises forthwith.

V. CONCLUSION

For the foregoing reasons, it is respectfully requested that an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted.

Date: September 9, 2013

Respectfully Submitted,

DEWOOD LAW FIRM
Attorney for Defendant United

By: /s/Nizar A. DeWood
Nizar A. DeWood, Esq.
(VI bar No. 1177)
2006 Eastern Suburbs, Suite 102
Christiansted, V.I. 00820
T. (340) 773-3444
F. (888) 398-8428

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of September, 2013, I caused a true and exact copy of the foregoing Motion to Withdraw Rent, Memorandum of Law, Exhibits A – D, and Proposed Order to be served on counsel for the Plaintiff at the below address.

Joel H. Holt Law Office of Joel H. Holt 2132 Company Street Christiansted, VI 00820	Carl Hartmann 5000 Estate Coakley Bay, L-6 Christiansted VI 00820 carl@carlhartmann.com
--	--

/s/ Nizar A. DeWood

Nizar A. DeWood

Exhibit 11

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

MOHAMMAD HAMED , by his authorized agent WALEED HAMED ,)	
)	
Plaintiff,	)	CIVIL NO. SX-12-CV-370
)	
v.	)	ACTION FOR DAMAGES,
	)	INJUNCTIVE AND
FATHI YUSUF and UNITED CORPORATION,	)	DECLARATORY RELIEF
)	
Defendants.	)	JURY TRIAL DEMANDED
)	

PLAINTIFF’S RESPONSE TO UNITED’S MOTION TO WITHDRAW RENT

United Corporation (“United”) has moved for an order authorizing it to withdraw rent allegedly due from the Plaza Extra Supermarket at Sion Farm where United is the landlord. Before responding, several comments are in order.

First, in seeking the payment of rent, United **again** concedes that Plaza Extra Supermarket is separate legal entity from United.

Second, United cites no procedural basis that would allow this Court to grant the extraordinary relief of allowing United, the landlord, to withdraw funds from the bank account of its tenant, Plaza Extra Supermarket.

Third, it is undisputed that United is the landlord and Plaza Extra is the tenant at the Sion Farm location, for which rent is due since January of 2012. However, the rent issue, like most issues between these parties, is a disputed one that needs clarity so it can be resolved. Hamed would *welcome assistance* from this Court in resolving this issue if there is a procedural basis for doing so.

Finally, United’s suggestion that this Court has treated the Defendants any different than the Plaintiff is untrue (and insulting). Indeed, this Court has granted

Y-3 and Y-4
EXHIBIT
11

several of United's motions, such as a motion to clarify the injunction and a motion to do discovery on the Plaintiff's motion for partial summary judgment.

With these comments in order, Hamed will address United's "rent motion."

I. United's Current Rent Claims

As this Court will recall, one of the exhibits at the preliminary injunction hearing (Plaintiff's Hearing Exhibit 8) was the payment of rent by Plaza Extra to United in February of 2012 for the time period from 2004 through 2011, which United attached to its current motion as Exhibit B. This rent was calculated using the terms of the lease for the St. Thomas Plaza Extra store (whose landlord is Tutu Park, Inc.), which calculation was a hearing exhibit as well (Plaintiff's Hearing Exhibit 6) and which United attached to its rent motion as Exhibit C.

As the Court will also recall, a group of monthly rent notices were also sent **by United to Hamed at the Plaza Extra Supermarket** after the February, 2012 payment, which were submitted as Plaintiff's Hearing Exhibit 7.

Plaintiff's Exhibits 6, 7 and 8 were introduced at the preliminary hearing to demonstrate that United considered Plaza Extra Supermarket as a separate entity and that it sent these notices **to Hamed as the partner in charge of rent for the Sion Farm store**. Even after the hearing, United continued to send these monthly rent notices that were routinely submitted to the Court to supplement the preliminary injunction record.¹

After this Court's ruling on April 25th finding that these rent notices aided the Court in finding that Hamed was likely to succeed on the merits of his claim

¹ See, e.g., March 18, 2013 "Notice Of Supplementation of the Preliminary Injunction Record."

that he has a partnership with Yusuf (Conclusions of Law ¶¶ 2-5 and 9), United continued to send monthly rental notices (from May through September) **addressed to Hamed at Plaza Extra Supermarkets. See Group Exhibit 1.** These notices continue to seek **\$250,000 per month in rent**, with an alleged total now due in excess of \$5.6 million since the payment was made in February of 2012. Not surprisingly, Hamed has repeatedly told United it does not agree with this astronomical rent assessment unilaterally made by United. **See Group Exhibit 2.** Indeed, it seems that United's excessive rent claims are designed to somehow provoke or intimidate Hamed.

Notwithstanding these notices, United's rent motion attaches a verified affidavit (Exhibit A) from Fathi Yusuf on behalf of United that states in ¶ 5 that the rent due for this time period is **\$58,791.38 per month**, or a total of \$1,234,618.98 due in total since that 2012 rent payment. Yusuf also admits in paragraph ¶ 5 that this rent is calculated using the St. Thomas lease terms (as he acknowledges in ¶ 6 was also used in calculating the rent payment made in February of 2012). However, there are several problems with this calculation.

First, and most importantly, while Yusuf states under oath that the rent due since January 2011 is \$58,791.38 per month, United then states in its rent motion in ¶ 9 on page 5 as follows:

On January 1, 2012, United Corporation gave notice of increased rent for Bay 1. Any increased rents Defendant United may be entitled to will be addressed in Defendant United's counterclaims. Defendant United does not waive none [sic] of its legal and equitable rights concerning its demand for increased rents. (Emphasis added).

Thus, while United has submitted an affidavit signed by Fathi Yusuf clearly stating that the amount of rent due is \$58,791.38 per month since January 2012, United then affirmatively states that it intends to assert a claim for \$250,000 per month in back rent as set forth in the rent notices it has sent each month for this same time period, supposedly to be raised in a counterclaim yet to be filed in this litigation. Thus, despite United's assertion that the amount due is not disputed, United contradicts itself by asserting that a much larger amount is really due for the same time period in this case, **thus making the amount due disputed.**²

Second, Hamed agrees that the terms of the St. Thomas lease govern the landlord-tenant issues for the Plaza Extra Supermarket in Sion Farm. To avoid continued misunderstandings about the landlord-tenant relationship, Hamed submitted a written agreement to United's counsel to clarify the lease terms. See **Exhibit 3** (relevant portion only). If United truly believes the rent for the Sion Farm store is the same as the rent for the St. Thomas Plaza Extra Supermarket, it need only sign that document, which would end this dispute (in writing).³

Third, and less important, the rent under the lease is based on the square footage of the Sion Farm store. United believes the square footage of the store

² It is hard to understand why United thinks it can assert such a claim since Yusuf's affidavit attached as Exhibit A to United's rent motion unequivocally states that the rent due is \$58,791.38 per month and is based upon the parties' agreement to use the terms of the St. Thomas lease to calculate the rent due.

³ If this Court were to find that the terms of the St. Thomas lease do not govern the terms of the Sion Farm lease, as asserted by United in ¶ 9 on page 5 of its motion (contrary to Yusuf's affidavit as well as Hamed's understanding), then Hamed reserves the right to argue that rent should only be what is a reasonable amount for such a store on St. Croix, which is far less than the rent being paid in St. Thomas.

(designated by United as Bay 1) is 69,280 sq. ft. (see ¶ 3 of Exhibit A to its motion), but Hamed has calculated this figure to be 67,498 sq. ft. See Exhibit 3 attached. This discrepancy also needs to be addressed, but this measurement can easily be resolved if the general terms of the lease are resolved.

In summary, the partnership Plaza Extra Supermarket does not dispute that it owes rent to United for the Sion Farm store for the time period since January, 2012. However, until the terms of the St. Thomas lease are deemed to be binding on the parties for the Sion Farm store, there is no basis for requiring rent to be paid using that calculation. Moreover, due to the contentious nature of the parties' relationship, the terms of that lease need to be formalized in writing. As such, aside from the fact that there is no procedural basis for granting the relief sought, United's own arguments contradicts its assertion that the amount of the rent due is "undisputed."

II. United's Claims for Past Rents

In addition to seeking rent for the time period after the last rent was paid in early 2012, United unexpectedly sent a demand for rent on May 17, 2013, for rent for other bays within the shopping center as well as for back rent going back into the 1990's. **See Exhibit 4.** In its current motion, United has dropped all claims except for back rent for Bay 1, seeking rent from January, 1994, through May, 2004 based upon an alleged agreement to pay \$5.55 a square foot, with a calculation of rent being due for this time period of \$3,999,679.73. However, United has failed to demonstrate that any such rent was ever agreed to. Indeed,

United does not explain why this alleged rent was not addressed when the rent for the 2004 to 2011 time period was agreed to and paid.

Moreover, the statute of limitations has run on this claim for back rent. In this regard, 5 V.I.C. §31(3) provides as follows:

- (3) *Six years* –
 - (A) An action upon a contract or liability, express or implied, excepting those mentioned in paragraph (1)(C) of this article.⁴

Thus, even if United had a procedural basis for raising this issue in this case, this claim for back rent would fail as (1) there is no factual basis to support the claim that such rent was ever agreed to and (2) even if the rent had been agreed to, the statute of limitations has now run on any claims for rent that was due in the 1994 to 2004 time period.⁵

III. Conclusion

For the reasons set forth herein, it is respectfully submitted that the motion to have this Court enter an order allowing United to remove funds from Plaza Extra's bank account for past rent should be denied for two separate reasons. First, the amount is still disputed.⁶ Second, it does not appear that there is a procedural basis for addressing this issue in this case, as United did not cite any

⁴ Paragraph 1(C) deals with sealed instruments, so it is not applicable here.

⁵ United tries to save this claim by arguing that it could not have previously raised this claim because the Government had seized its records in 2004, making it impossible to determine the months for when rent was or was not paid. Really?

⁶ Hamed has provided United with a simple, immediate solution to this problem, but United's greed in trying to get the rent to which the parties have agreed **plus** (1) increased rent from approximately \$58,000 to \$250,000 since 2012 and (2) back rent going back 10 to 20 years ago has prevented this issue from being resolved.

such authority and the Plaintiff is unaware of such a procedural rule. As noted, if the Court can assist, however, Hamed welcomes that assistance.

Dated: September 16, 2013

/s/ Joel H. Holt

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
USVI, 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

/s/ Carl J. Hartmann, III, Esq.

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay, L-6
Christiansted, St. Croix
U.S. Virgin Islands 00820
Email: carl@carlhartmann.com

CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2013, a true and accurate copy of the foregoing was served by hand on:

Nizar A. DeWood
The Dewood Law Firm
2006 Eastern Suburb, Suite 101
Christiansted, VI 00820

And by mail and email on:

Joseph A. DiRuzzo, III
Christopher David, Esq.
Fuerst Littleman David & Joseph, PL
1001 Brickell Bay Drive, 32nd. Fl.
Miami, FL 33131

Exhibit 12

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

MOHAMMAD HAMED	:	
	:	CIVIL NO. SX-12-CIV-370
Plaintiff	:	
	:	CIVIL ACTION
Vs.	:	
	:	ACTION FOR DAMAGES
FATHI YUSUF	:	
UNITED CORPORATION	:	DEFENDANT UNITED’S REPLY TO
	:	PLAINTIFF’S RESPONSE (in opposition) TO
Defendants	:	UNITED’S MOTION TO WITHDRAW
	:	RENTS
	:	

**UNITED’S REPLY TO PLAINTIFF’S OPPOSITION RESPONSE TO UNITED’S
MOTION TO WITHDRAW RENTS**

Defendant United Corporation, through counsel, respectfully files this Reply in Opposition to Plaintiff’s Response (in opposition) to United’s Motion to Withdraw Rents. On September 9th, 2013, Defendant United Corporation filed a Motion to Withdraw Rent after repeated demands from Plaintiff Hamed to permit the withdrawal of the rental value of the retail space currently occupied and used by the Plaza Extra Supermarket – East. The total amount of rent due is \$5,234,298.71 for the following spaces and time periods:

1. Bay No. 1: (69,680 Sq. Ft. of Retail Space @ current monthly rate of \$58,791.38) for the **period of January 1st, 2012 through September 1, 2013** for a total of \$1,234,618.98.
2. Bay No. 1 (69,680 Sq. Ft. of Retail Space @ \$5.55 sq. ft.) for the **period of January 1st, 1994 through May 4th, 2004** (10 Years & 125 days) for a total of \$3,999,679.73.

Y-3 and Y-4

EXHIBIT
12

In support of its Motion to Withdraw, Defendant United attached a calculation sheet showing the monthly amount due, and the basis for that amount.

The exhibits attached to United's Motion to Withdraw Rent clearly establishes the parties past practices of settling rent, and the amounts due. On September 19th, 2013, Plaintiff filed his opposition Response to United's Motion to Withdraw Rents. Plaintiff's opposition Response consists of four commentaries and two arguments against current and past rent demands. United will first address Plaintiff's four commentaries, followed by the two arguments regarding current and past rents.

Plaintiff's Four Commentaries.

Commentary One: Plaintiff asserts that "in seeking the payment of rent, United again concedes that Plaza Extra Supermarket is a separate legal entity from United."

Plaza Extra Supermarket is not a separate legal entity, it is a trademark owned by United Corporation; it is a *d/b/a* of United. The rent due and requested is reflective of a business operation agreement where United is entitled to the value of rents for the space it owns, and not because it is charging a separate entity for rent. Any two individuals can agree to use the space owned by one of the parties to operate a business, and both parties can agree to what the rental value of the premises is. According to Plaintiff, any such agreement necessarily means there is a "partnership." These repeated declarations by Plaintiff that every demand for rent to be paid is a concession of partnership is false and a desperate attempt to use the rent issue to prove a partnership.

Commentary Two: "There is no procedural basis that would allow this court to grant the extraordinary relief of allowing United to withdraw funds from the bank account of its tenant, Plaza Extra Supermarket."

There is certainly a procedural basis here. It is called eviction proceedings, followed by an action for damages in the civil division of the Superior Court. In this case, the Court has issued a Preliminary Injunction on April 25th, 2013. Defendant United therefore brings this Motion before this Court as a precautionary measure to address these issues in the Court where this instant action lies. Defendant United is more than pleased to withdraw this rent motion, and commence an immediate separate eviction proceedings against Plaintiff to recapture possession of its property, and for rents due.

Commentary Three: Plaintiff then comments that “the issue of rent is disputed.”

There is no dispute as to rent. Over the years, the parties have always settled all rents due by way of one lump sum payments upon demand by United Corporation regardless of when requested. Never before has Plaintiff ever asserted the defense of statute of limitations, or asked Defendant United to request any rents due within six (6) years of the date they become due. As early as February 7th, 2012, Plaintiff seems to have no problem agreeing to the value of rents due United Corporation. Those rents were certainly for periods exceeding six (6) years. Now, suddenly Plaintiff in bad faith alleges that the rent amount is in dispute, and that even if there is rent due, the statute of limitations bars Defendant United's claim. This of course is belied by the full and express admission of Waleed Hamed's June 27th, 2013 Affidavit where he states as follows:

“United charges Plaza Extra rent for the space used by the Supermarket.” See *Declaration of Waleed Hamed* at ¶3, **EXHIBIT A**.

The Court should note that even Waleed Hamed's Affidavit does not state that United charges a “partnership” for rent. Waleed Hamed specifically states that the United charges Plaza Extra. The

record is clear at this point that Plaza Extra is nothing but a trademark, and not an entity or association. If anything, this is direct evidence of the lack of the existence of a partnership.

Moreover, Waleed Hamed's own declaration fails to ever declare that no rent was ever agreed upon for any periods of time. Therefore, Waleed Hamed's under oath declaration contradicts the assertions in Plaintiff's opposition Response that the parties never agreed to rents due for the period of 1994 through 2004. Again, one only needs to look at the words of Waleed Hamed: **"United charges Plaza Extra rent."** Period.

Commentary Four: United's suggestion that this court has treated the Defendants any different than the Plaintiff is untrue (and insulting).

Unfortunately, these statements are true. Plaintiff is reminded to cite the very Motions that remain outstanding before this court without a hearing. Plaintiff should also be reminded of the incredible speed which their Motions have been adjudicated by this Court. Plaintiff cites two Motions that this Court granted, one being uncontested, while the other a relatively simple procedural Motion concerning discovery. However, before the court remains Defendant's Rule 12(b)(6) Motion which has been pending for over 10 months. Also, the Court has failed to schedule a hearing on Defendant's Motion to terminate employees Waleed Hamed, Mufeed Hamed, and Wadda Charriez. That motion has been pending since May. Defendants will file a separate Motion with this honorable Court to highlight their significant concerns. Defendants will not be subjected to insults and accusations from the Plaintiff when there is a very valid concern with the delays in adjudicating Defendants' Motions.

Having addressed Plaintiff's four meritless commentaries, United now turns to Plaintiff's dual arguments in opposition to United's claim to 1) current rent and 2) past rents due.

United's Current Rent Claims:

It is well established that Bay 1 of the United Shopping Plaza is the main retail space that has been and to date remains occupied for the day to day operations of the Plaza Extra - East Store (located at 4C & 4D Estate Sion Farm, St. Croix, Virgin Islands). There is no lease agreement, nor has any lease agreements ever been signed between the parties. The current monthly rent of \$58,791.38 for Bay 1 is calculated based on the yearly sales of the Plaza Extra - Tutu Park, St. Thomas store. The sales are divided by the square footage to arrive at a percentage amount. That percentage amount then is multiplied by the sales of the Plaza Extra - East store located at 4C & 4D Estate Sion Farm, St. Croix. See *Calculation of Rent*, **Exhibit C** (percentage highlighted in yellow). This formula was used previously and agreed upon to calculate the rent due from May 5th, 2004 through December 31st, 2011. To date, despite repeated demands for rents due for the period of January 1, 2012 through September 2013 in the amount of \$1,234,618.98, Plaintiff Hamed refuses to jointly sign a check for the amount due.

In his opposition Response, Plaintiff now makes the startling argument that “the terms of the St. Thomas” store lease governs the landlord-tenant issue for the Plaza Extra Supermarket in Sion Farm. This meritless allegation fails to cite a single fact, document, notice, or any communication between the parties that the terms of the St. Thomas store somehow govern the use and occupancy of the Plaza Extra – East (Sion Farm) store. The parties have never tied the terms of the St. Thomas store lease to the occupancy and use of the Sion Farm store. This argument is beyond ridiculous, and frankly is a dishonest attempt to force Defendant United to recognize a lease where one never existed in return for receiving the rent due.

It is worth repeating again here what Waleed Hamed averred in his June 27th, 2013 Declaration: "United charges Plaza Extra rent for the space used by the Supermarket." See *Declaration of Waleed Hamed* at ¶3, **EXHIBIT A**. Nowhere does Waleed Hamed reference the St. Thomas store. Nowhere does Plaintiff or Waleed Hamed ever states that the Plaza Extra – East (Sion Farm) has a lease agreement with United Corporation. Indeed, the only figure related to the St. Thomas store is the sales figure, and not any other terms of the lease with the Tutu Park mall. Nothing in the calculations of the February 7th, 2013 rent references anything in the St. Thomas store's lease. Again, all that is referenced in the rent calculation sheet (**Exhibit C**) is the sales of the St. Thomas store. To suddenly somehow connect the Plaza Extra – East (Sion Farm) rent to the lease agreement United Corporation has with the Tutu Park Mall must be rejected.

As such, United is entitled to the rents due as documented in its Motion without delay, and without the creation of a new lease agreement, where one never existed.

The Increased Rent Demand Argument

On January 1st, 2012, Defendant United made it clear to Plaintiff that it wishes to terminate any business relationship it had with him, and to recapture possession of its Sion Farm premises. Defendant United does not waive its right to assert the increased rent demand, which United will address in a separate counterclaim. At trial, United's counterclaim for the increased rent may be accepted or rejected. However, that is a separate issue from current and past rents amounts that are due and liquidated. It is for that reason, United did not address the increased rent demand in its Motion to Withdraw Rent.

Therefore, whether or not Defendant United is entitled to increased rent is not an issue here. Nothing should preclude this Court from adjudicating United's current right to withdraw rents based on the parties' prior practices. After all, it was this Court's preliminary injunction that ordered the parties to continue management of the stores as they have done for the last nearly 30 years.

II. UNITED' S CLAIMS FOR PAST RENTS: Rents Due for the period of 1994 to 2004.

As stated in its Motion to Withdraw Rent, the parties have settled in the past any rents owing to United upon United's request regardless of the number of years. That has been the customary practice between the parties: mainly, that United is entitled to make demands for rents due as it makes a request. For example, the parties settled the rents due between 1986 and 1993, and between 2004 and 2011. In both periods, the parties settled the rent when requested by United. In both events, the rents was requested beyond the statute of limitations of six (6) years. There was no dispute as to amount, and neither was there a dispute as to whether defense of statute of limitations ever applied.

United now turns to Plaintiff's contention that there is a dispute as to whether the parties agreed to the rents due for the period of 1994 to 2004. Plaintiff, in his opposition response, asserts that "United has failed to demonstrate that any such rent was ever agreed to." That assertion was addressed by United's treasurer and secretary Fathi Yusuf, who stated in his Affidavit that United held off on the demand for rent because certain financial records that were seized by the U.S. Government and were therefore unavailable to Defendant United to ensure proper calculation

(only as it relates to the exact period of time) the rents were due. See, *Affidavit of Fathi Yusuf*, **EXHIBIT B**. At no time did Plaintiff Hamed ever contend that Defendant United was not entitled to any rents due on grounds of statute of limitations. It is only after September 18th, 2012, the date this action commenced did Plaintiff Hamed decide to contest something as basic as the rent due for that period. The parties past practices further preclude Plaintiff from suddenly invoking the statute of limitations as a defense.

For example, for the past period of 2004 through 2011, the parties agreed that the value of rent for Bay 1 is \$5,408,806.74. The parties already settled that amount by disbursing a check in the amount of \$5,408,806.74, which equals monthly rent of \$58,791.38 ($\$5,408,806.74 / 92$ months). So much so, that Plaintiff Hamed repeatedly attaches a copy of that rent check in support of the position that a partnership exists between Defendant Yusuf and Plaintiff Hamed. Thus, on the one hand, Hamed uses evidence of a rent check to prove the existence of a purported partnership, and then turns around and denies that he [Plaintiff Hamed] has ever agreed to pay rent for Bay 1 for the period of January 1st, 1994 through May 4th, 2004. To ensure that United does not receive any rent, Plaintiff Hamed relies on the statute of limitations just in case the court finds that there was an agreement permitting United to withdraw rents. Plaintiff's position must be rejected. Plaintiff does not deny that rent was settled between the parties from 1986 to 1994, nor does Plaintiff deny that rent was owed from 2004 through 2011. Again, Plaintiff's own purported agent Waleed Hamed even concedes that "United charges Plaza Extra rent for the space used by the Supermarket." See *Declaration of Waleed Hamed* at ¶3, **EXHIBIT A**.

CONCLUSION

Whatever relationship the parties may ultimately be deemed to have in this action (partnership/business venture/business agreement), the simple and narrow issue before this court is that Defendant United, as the fee simple owner of the premises currently in use by the Plaza Extra – East (Sion Farm), is entitled to the value of the rent for the periods of 1994 through 2004, and 2011 through September 2013. If Plaintiff Hamed feels the urge not to agree to the withdrawal of the value of rent, then by all means this alleged partnership/ joint venture / business agreement should vacate the premises forthwith, and the parties could resolve their dispute as to amounts owed in a separate civil action.

For the foregoing reasons, it is respectfully requested that an Order permitting Defendant United to Withdraw Rents in the amount of \$5,234,298.71 be granted.

Date: September 27, 2013

Respectfully Submitted,

DEWOOD LAW FIRM
Attorney for Defendant United

By: /s/Nizar A. DeWood
Nizar A. DeWood, Esq.
2006 Eastern Suburbs, Suite 102
Christiansted, V.I. 00820
T. (340) 773-3444
F. (888) 398-8428

CERTIFICATE OF SERVICE


I HEREBY CERTIFY that on this 27th day of September, 2013, I caused a true and exact copy of the foregoing Defendant United's Reply in Opposition to Plaintiff's Response to United's Motion to Withdraw Rent was served on counsel for the Plaintiff at the below address.

Joel H. Holt Law Office of Joel H. Holt 2132 Company Street Christiansted, VI 00820	Carl Hartmann 5000 Estate Coakley Bay, L-6 Christiansted VI 00820 <u>carl@carlhartmann.com</u>
--	---

/s/ Nizar A. DeWood

Nizar A. DeWood

Exhibit 13



since Yusuf desires to immediately terminate any and all business relations Hamed may have with either of the Defendants.

COUNT XI
RENT FOR RETAIL SPACE BAY 1

172. Paragraphs 1 through 171 of this Counterclaim are realleged.

173. United has historically deducted rent for Plaza Extra – East as an internal expense and is entitled to deduct same so as to arrive at a proper calculation of the net profits from Plaza Extra – East.

174. In the alternative, in the event that the Alleged Partnership is determined to exist, then United is entitled to deduct all rent currently due and owing to arrive at the proper calculation of the net profits from Plaza Extra – East.

175. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 1994 through May 4, 2004, United is entitled to rent in the amount of \$3,999,679.73 for Bay No. 1 (69,680 sq. ft. of retail space at \$5.55 sq. ft.) for the operations of the Plaza Extra – East.

176. Whether an internal expense or a debt of the Alleged Partnership, for the period of January 1, 2012 to date, United is entitled to rent for Bay No. 1 (69,680 sq. ft. of retail space at the current monthly rate of \$58,791.38).

177. In the event that the Alleged Partnership is determined to exist, then Hamed is in violation of the agreement to pay rent to United in an amount exceeding \$5,293,090.09.

178. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bay 1, and to recover possession of its premises currently occupied by Plaza Extra – East.

COUNT XII
PAST RENT FOR RETAIL SPACES BAYS 5 & 8

179. Paragraphs 1 through 178 of this Counterclaim are realleged.

180. United provided Plaza Extra – East with retail spaces Bay 5 & 8 for various time periods to increase the storage and capacity of Bay 1 (the main retail space where Plaza Extra – East is located).

181. Bay No. 5 (3,125 sq. ft. of retail space) was utilized for storage and quick access to various inventories used in the operations of Plaza Extra – East. Whether an internal expense or a debt of the Alleged Partnership, United is entitled to rent from May 1, 1994 through October 31, 2001 at rate of \$12.00 per sq. ft.

182. Bay No. 8 (6,250 sq ft. of retail space) was utilized for the operations of Plaza Extra – East. Whether an internal expense or a debt of the Alleged Partnership, United is entitled to rent from April 1, 2008 through May 30, 2013 at a rate of \$16.15 per sq. ft.

183. In the event that the Alleged Partnership is determined to exist, Hamed has refused to acknowledge his obligation to pay United the outstanding rent for Bays 5 and 8.

184. United, as the fee simple owner, is entitled to all unpaid rent for the use of Bays 5 and 8 in the amount of \$793,984.38.

COUNT XIII
CIVIL CONSPIRACY

185. Paragraphs 1 through 184 of this Counterclaim are realleged.

186. Hamed and the Hamed Sons agreed to perform the wrongful acts and accomplish the wrongful ends alleged in this Counterclaim, and they aided and abetted each other and acted on that agreement.

187. As a result of such conspiracy, the Defendants have been damaged.

Accordingly, Defendants respectfully request entry of judgment in their favor providing the following relief:

- i. a declaratory judgment declaring the parties' rights and obligations with respect to the Plaza Extra Stores;

- ii. a full accounting of all funds taken by Hamed or his agents from the Plaza Extra Stores without Defendants' authorization;
- iii. a judgment declaring that Hamed and the Hamed Sons hold any assets purchased with funds improperly taken from the Plaza Extra Stores as constructive trustees for Defendants and imposing a constructive trust or equitable lien in favor of Defendants over all funds taken without authorization by Hamed or his agents or assets purchased with such funds;
- iv. awarding compensatory, consequential, and punitive damages in an amount according to proof at trial;
- v. appointing a Receiver to dissolve and wind down the affairs of any joint venture/partnership determined to exist between Hamed and Yusuf and to dissolve and liquidate Plessen;
- vi. a judgment for all rent found due and owing for the premises occupied by Plaza Extra-East and ordering immediate restitution of such premises to United;
- vii. awarding Defendants their reasonable attorneys' fees and costs in defending against the Complaint and prosecuting this Counterclaim; and
- viii. providing such other and further relief as the Court deems just and proper.

Pursuant to Fed. R. Civ. P. 38(b), Defendants demand a trial by jury of all issues triable by right to a jury.

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: December 23, 2013

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

Exhibit 14

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

MOHAMMED HAMED by His Authorized)
Agent WALEED HAMED,)
)
Plaintiff/Counterclaim Defendant,)
)
vs.) Case No. SX-12-CV-370
) Volume 2
FATHI YUSUF and UNITED CORPORATION,)
)
Defendants/Counterclaimants,)
)
vs.)
)
WALEED HAMED, WAHEED HAMED, MUFEED)
HAMED, HISHAM HAMED, and PLESSSEN)
ENTERPRISES, INC.,)
)
Additional Counterclaim Defendants.)

THE VIDEOTAPED ORAL DEPOSITION OF MOHAMMAD HAMED

was taken on the 1st day of April, 2014, at the Law Offices
of Adam Hoover, 2006 Eastern Suburb, Christiansted,
St. Croix, U.S. Virgin Islands, between the hours of
9:12 a.m. and 5:13 p.m. pursuant to Notice and Federal Rules
of Civil Procedure.

Reported by:

Cheryl L. Haase
Registered Professional Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix U.S.V.I.
(340) 773-8161

Y-3 and Y-4

EXHIBIT

14

APPEARANCES**A-P-P-E-A-R-A-N-C-E-S****For the Plaintiff/Counterclaim Defendant:**

Law Offices of
Joel H. Holt
2132 Company Street
Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Joel H. Holt

and

Law Offices of
Carl Hartmann, III
5000 Estate Coakley Bay, #L6
Christiansted, U.S. Virgin Islands 00820

By: Hartmann, III

For the Defendant/Counterclaimants

Law Offices of
Dudley, Topper & Feuerzeig
P.O. Box 756
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804

By: Gregory H. Hodges

and

Law Offices of
Nizar A. DeWood
2006 Eastern Suburbs, Suite 101
Christiansted, VI 00830

By: Nizar A. DeWood

Cheryl L. Haase
(340) 773-8161

HAMD600051

APPEARANCES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

For Waleed Hamed:

Law Offices of
Eckard, P.C.
P.O. Box 24849
Christiansted, VI 00824

By: Mark W. Eckard

For Fathi Yusuf:

Law Offices of
K. Glenda Cameron
2006 Eastern Suburb, Suite 101
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: K. Glenda Cameron

Also Present:

Josiah Wynans, Videographer
Hatim Yusuf, Interpreter
Kim Japinga
Waleed Hamed
Hisham Hamed
Mufeed Hamed
Maher Yusuf
Fathi Yusuf

INDEX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25**E-X-A-M-I-N-A-T-I-O-N**

Description	Counsel	Page
Direct	by Mr. Hodges	7

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

Exhibit	Description	Page
3	Documents beginning with the first page Bates No. FY004123 captioned United Corporation d/b/a Plaza Extra Supermarket dated August 15th, 2002, and continuing through FY004210, with one additional document Bates No. FY02143	63
4	Letter dated August 16, 2012 from Waleed Hamed to Fathi Yusuf, Bates Stamp No. HAMD200104	96
5	United Corporation d/b/a Plaza Extra Tutu Park Store Sales, Bates Nos. JA-1006 through JA-1022	111
6	Fax Cover Sheet with attachments, Bates Nos. FY004000 through FY004003	135
7	General Durable Power of Attorney, Bates Nos. HAMD592235 through HAMD592236	139
8	General Power of Attorney with Durable Provision ,Bates Nos. HAMD592398 through HAMD592401	143
9	General Durable Power of Attorney HAMD592432 through HAMD592443	145
10	Bank Statements from the Cairo Amman Bank, Bates Nos. FY000270 through FY000272	175

Cheryl L. Haase
(340) 773-8161

INDEX

1			
2			
3	11	Documents that say "Translation House," Bates Nos. FY002010 through FY002041	187
4			
5	12	Statements from Bank of Palestine, Ltd., Bates Nos. FY003003 through FY003006	190
6			
7	13	Mohammad Hamed, Scotiabank, 45096814, Bates Nos. UC003086 through UC003131-Mohammad	196
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Cheryl L. Haase
(340) 773-8161

HAMD600054

Deposition Pages 105-106

105:23-25

106:3-5

MOHAMMAD HAMED -- DIRECT

1 funds were ever used to purchase property in Jordan in your
2 name only?

3 **MR. HARTMANN:** Object as to form.

4 **A.** What I know, I never. No, I have -- no.
5 (Speaking in Arabic.)

6 **THE INTERPRETER:** He's -- he's not -- in his
7 name alone, no, he's not aware of that.

8 He's saying Mr. Yusuf is the only one who's
9 purchased in his name only.

10 **Q. (Mr. Hodges)** And what property is that?

11 **A.** It's land. I don't know. I never see, and I
12 don't know where. (Speaking in Arabic.)

13 **THE INTERPRETER:** He does not know.


14 **Q. (Mr. Hodges)** So it's -- it's -- it's your
15 testimony that land wasn't purchased in your name only that
16 Mr. Yusuf knew about?

17 **MR. HARTMANN:** Object as to form.

18 **THE INTERPRETER:** He swears on the Quran that
19 he has -- he does not have anything in his name alone.

20 **Q. (Mr. Hodges)** That was purchased with partnership
21 funds?

22 **THE INTERPRETER:** Yes.



23 **Q. (Mr. Hodges)** Okay. Would you agree with me,
24 Mr. Hamed, that Plaza Extra paid rent to United Corporation
25 for occupying the Plaza East premises from the beginning

MOHAMMAD HAMED -- DIRECT

1 until December 1993?

2 **THE INTERPRETER:** From the beginning?

3 **MR. HODGES:** '86, 1986.

4 **THE INTERPRETER:** Okay.

5 Yes.

6 **Q. (Mr. Hodges)** Okay. And that rental was based on
7 a price per square foot that you agreed upon with Mr. Yusuf,
8 is that correct?

9 **THE INTERPRETER:** Yes.

10 **Q. (Mr. Hodges)** Okay. And isn't it true that no
11 rent has been paid to United since January 1, 1994 through
12 May 4, 2004?

13 **MR. HARTMANN:** Object as to form.

14 **A.** I don't know. (Speaking in Arabic.)

15 **THE INTERPRETER:** He says, I don't know.

16 **Q. (Mr. Hodges)** You're not aware of any dispute
17 regarding United's entitlement to rent for the ten years
18 from January 1, 1994 to May 4, 19 -- excuse me -- 2004?

19 **THE INTERPRETER:** I am not aware, except
20 recently I've learned that my son has told me that
21 Mr. Fathi Yusuf is demanding rent of \$250,000 per month, and
22 this is of recent.

23 **Q. (Mr. Hodges)** Okay. Well, I'm -- I'm talking
24 about the price per square foot monthly rent for the period
25 between January 1, 1994 through May 4, 2004 that was agreed

Cheryl L. Haase
(340) 773-8161

HAMD600155

CERTIFICATE**C-E-R-T-I-F-I-C-A-T-E**

1
2
3 I, CHERYL L. HAASE, a Registered Professional Reporter
4 and Notary Public No. NP-158-03 for the U.S. Virgin Islands,
5 Christiansted, St. Croix, do hereby certify that the above
6 and named witness, MOHAMMAD HAMED, was first duly sworn to
7 testify the truth; that said witness did thereupon testify
8 as is set forth; that the answers of said witness to the
9 oral interrogatories propounded by counsel were taken by me
10 in Stenotype and thereafter reduced to typewriting under my
11 personal direction and supervision.

12 I further certify that the facts stated in the caption
13 hereto are true; and that all of the proceedings in the
14 course of the hearing of said deposition are correctly and
15 accurately set forth herein.

16 I further certify that I am not counsel, attorney or
17 relative of either party, nor financially or otherwise
18 interested in the event of this suit.

19 IN WITNESS WHEREOF, I have hereunto set my hand as such
20 Certified Court Reporter on this the 21st day of April,
21 2014, at Christiansted, St. Croix, United States Virgin
22 Islands.

23 _____
24 Cheryl L. Haase, RPR
25 My Commission Expires 2/10/16

Exhibit 15

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

MOHAMMED HAMED by his authorized agent
WALEED HAMED,
Plaintiff/Counterclaim Defendant,
v.
FATHI YUSUF and UNITED CORPORATON,
Defendants/Counterclaimants
v.
WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES, INC.
Counterclaim Defendants.

CIVIL NO. SX-12-CV-370
ACTION FOR DAMAGES, etc.

MEMORANDUM OPINION AND ORDER

THIS MATTER is before the Court on Defendant United Corporation’s Motion to Withdraw Rent and Memorandum of Law in Support of United’s Motion (“Motion”), filed September 9, 2013; Plaintiff’s Response, filed September 16, 2013; United’s Reply, filed September 27, 2013; Plaintiff’s Motion for Partial Summary Judgment re the Statute of Limitations Defense Barring Defendants’ Counterclaim Damages Prior to September 16, 2006 (Plaintiff’s “Summary Judgment Motion”), filed May 13, 2014; and Defendant’s Brief in Opposition (“Opposition”), filed June 6, 2014. For the reasons that follow, United’s Motion will be granted and Plaintiff’s Summary Judgment Motion will be denied, in part.

Y-3 and Y-4

EXHIBIT
15

FACTUAL BACKGROUND

In its instant Motion, United seeks allegedly past due rents for Bay No. 1 of United Shopping Plaza, defined therein as “69,680 Sq. Ft. Retail Space...,” “utilized for the day to day operations of Plaza Extra East Store located at 4C and 4D Estate Sion Farm, St. Croix, Virgin Islands.” Motion, 1-2.¹ Since 1986 this retail space has been leased by United to the Hamed-Yusuf Partnership (“Partnership”). According to United, and supported by the Affidavit of Defendant Yusuf, the Partnership has paid rent to United for leasing that space while operating Plaza Extra - East. Between 1986 and 1993, the parties settled rents following a request made by United. Motion, 3. Additionally, between 2004 and 2011, after United requested a rent payment for those years, the Partnership authorized payment to United for \$5,408,806. Motion, 7 (Yusuf Affidavit, ¶7 and Exhibit B).

However, according to United, the Partnership owes United substantial unpaid rents from 1994-2004 and from January 1, 2012 - September 30, 2013. As a result of the injunction, entered in April 2013, Yusuf, a United shareholder, is unable to unilaterally withdraw money from the Partnership accounts for the purpose of paying rent or for any other reason. United requests the Court to allow United to withdraw rent in the amount of \$3,999,679.73 (for 1994-2004) and \$1,234,618.98 (for 2012-2013) for a total of \$5,234,298.71 from the Partnership’s account. Motion 1-2.

United argues that it was a common practice for the Partnership to make lump sum rent payments as opposed to monthly or even yearly payments. Motion, 3. United argues that it did not

¹ Defendant United’s Counterclaim seeks back rent from Bays 1, 5 and 8 located in the same premises. However, for purposes of winding up the Partnership and because United’s Motion only seeks back rent for Bay No. 1, this Order addresses only Bay No. 1.

seek rental payments for 1994-2004 because certain relevant financial records, informally referred to as the “black book,” were seized by the FBI during the course of a criminal investigation. Motion, 7; Yusuf Affidavit, ¶8. As a result, United was unable to properly determine the amounts of past due Partnership rent and for that reason did not demand payments.

United explains in detail that the rent for Plaza Extra - East “is calculated based upon the 2012 sales of Plaza Extra -Tutu Park, St. Thomas store...” (Motion, 4). “The sales are divided by the square footage to arrive at a percentage amount. That percentage amount is multiplied by the sales of the Plaza Extra - East store located at 4C & 4D Estate Sion Farm, St. Croix.” Motion, 5. According to United, this formula has been agreed upon by United and the Partnership and “...was used to calculate the rent for the period of May 5th, 2004 through December 31st, 2011... the monthly rate of \$58,791.38 is what the current monthly rent is.” Yusuf Affidavit, ¶8; Exhibit C (Rent Calculations Sheet).

Plaintiff, in his Response, argues that Yusuf cites no procedural basis that would allow United, in its capacity as landlord, to withdraw rents from the Partnership’s accounts. Response, 1. Plaintiff further argues that United has issued rent notices for \$250,000.00 per month as opposed to the \$58,791.38 per month stated in Yusuf’s affidavit for rent allegedly due from January, 2012. Response, 4. Without disputing that some rent is due, Plaintiff disputes United’s calculations, pointing to discrepancies in the store’s square footage² and implying that the rent for Plaza Extra - Tutu and Plaza Extra - East should be identical. Response, 4-5.

² Plaintiff argues that the square footage of Bay No. 1 is 67,498 sq. ft. as opposed to United’s claim of 69,280 sq. ft. Response, 4-5. United has consistently averred that Bay No. 1 is 69,680 sq. ft. The Court will accept the previously undisputed square footage of Bay No. 1 as 69,680 sq. ft. and will allow monetary adjustments based on deviations from this area measurement if more accurate assessments in the future reveal that this area measurement is inaccurate. This can be accomplished as part of the Liquidating Partner’s and Master’s responsibilities during the wind up process.

Plaintiff, in both his Response and Summary Judgment Motion, asserts a statute of limitations defense for the past rents (1994-2004). Plaintiff cites V.I. Code Ann Tit. 5, §31(3) which sets a six year statute of limitations for "...actions upon contract or liability, express or implied, excepting those mentioned in paragraph (1)(C) of this article." Response, 5-6; Plaintiff's Summary Judgment Motion, 2-3.

United responds to Plaintiff's statute of limitations argument by claiming that Yusuf and Plaintiff's authorized agent, Waleed Hamed, reached an oral agreement in early 2012 to have the Partnership pay the past due rent back to United. Opposition, 10-11. This oral agreement was allegedly breached by Plaintiff when his attorney sent United a letter dated May 22, 2013 claiming that no agreement on rent had ever been reached. Opposition, 11; Exhibit D. Yusuf, by his affidavit, asserts that an agreement was reached for past rent to be paid when the Partnership's "black book" was returned by the FBI and a proper calculation could be achieved. Yusuf Affidavit, ¶¶4-6. Only when Yusuf's son discovered that the FBI had returned the black book in early 2013, did United calculate the past rent and seek repayment from the Partnership.

Hamed has admitted that the Partnership owes United rent: "We pay rent...we owe Mr. Yusuf... I don't pay for half. Still we owe him some more." Exhibit E, Hamed Deposition, p. 86; 10-14. Through an interpreter, Hamed admitted that rent is controlled by Yusuf, that he does not object to paying rent and that Yusuf (on behalf of United) could charge rent and collect it. Exhibit E, Hamed deposition p. 119; 7-11. In fact, when Hamed was asked "...if rent was not paid from January 1, 1994 through May 4, 2004, would you agree that rent should be paid," Hamed responded, "It should be paid." Exhibit E, Hamed Deposition, p. 117; 21-25.

Yusuf claims that he alone had been in charge of calculating rent and had bound the Partnership to paying United rent. Opposition, 11; Exhibit B, Yusuf Deposition p. 86; 8-12. Yusuf specified that United would charge the Partnership rent at \$5.55 per square foot, “the same as the old one.” *Id.* Yusuf states that the rental terms, as discussed with Hamed, revived the previous arrangement which had begun in 1986 and extended the landlord-tenant relationship from January, 1994 through 2004, briefly discussing how rent is calculated for Plaza Extra - East based on the percentage of sales from the Plaza Extra - St. Thomas store. Yusuf Deposition p. 88; 4-9; p. 89; 19-22.

DISCUSSION

The Court will examine whether the Partnership owes United rents from 1994 to 2004 (past due rent) and from 2012 to 2013. This inquiry is limited to the issue of rents and does not extend to other relief sought by Defendants’ Counterclaim or to other aspects of Plaintiff’s Motion for Partial Summary Judgment beyond the issue of past due rents.

1. The Court has the authority to order the Partnership to repay past due rent.

Plaintiff argues that United has failed to cite a procedural justification for the Court to order the Partnership to pay past due rent to United. Response, 1.

Without a written partnership agreement, as is the case between Hamed and Yusuf, courts will look to the Uniform Partnership Act to determine a partnership’s property and its obligations to creditors (codified at 26 V.I.C. § 24; § 177, respectively). “The reason is that dissolution does not terminate or discharge pre-existing contracts between the partnership and its clients, and ex-partners who perform under such contracts do so as fiduciaries for the benefit of the dissolved partnership.” *Labrum & Doak v. Ashdale*, 227 B.R. 391, 409 (Bankr. E.D. Pa. 1998).

In connection with winding up the Partnership, the Court has made several discretionary decisions regarding asset allocation in accordance with the Uniform Partnership Act and for the benefit of the partners. *See* Final Wind Up Plan, entered January 9, 2015. As the parties move forward with the wind up process, it is necessary to determine what constitutes Partnership property. Most of this determination can and should be done without judicial intervention but, in the case of past rents, Hamed cannot agree with Partnership creditor United, or with Yusuf, a United shareholder and Hamed's equal partner in the Partnership, as to the amount of rent that the Partnership owes United.

The Virgin Islands Supreme Court, in denying Defendants' appeal of this Court's Wind Up Plan, stated that "...matters that fall within the administration of winding up the partnership, over which the Superior Court possesses considerable discretion... are not immediately appealable." *Yusuf v. Hamed*, 2015 V.I. Supreme LEXIS 6, at *5-6 (V.I. February 27, 2015)(citing *Belleair Hotel Co. v. Mabry*, 109 F.2d 390, 391 (5th Cir. 1940); *see also United States v. Antiques Ltd. P'Ship*, 760 F.3d 668, 671-72 (7th Cir. 2014)).

Appellate courts, when treating a lower court's supervision over a wind up process as similar to a receivership, "...have recognized 'the scores of discretionary administrative orders a [trial] court must make in supervising its receiver.'" *Hamed*, 2015 V.I. Supreme LEXIS 6, at *6 (quoting *S.E.C. v. Olins*, 541 Fed. Appx. 48, 51 (2d Cir. 2013) (quoting *IIT v. Vencap, Ltd.*, 519 F.2d 1001, 1020 (2d Cir. 1975)).

With the aim of winding up the Partnership in a fair and efficient manner, the Court in this Order exercises its "considerable discretion" to determine how much rent the Partnership owes to United as a debt due and owing under the Uniform Partnership Act.

2. The statute of limitations does not bar Defendant United's claim for rent and United is entitled to past due rent in the amount of \$3,999,679.73 for 1994-2004.

Plaintiff argues that the Partnership is not responsible for rent from 1994-2004 because the six year statute of limitations for actions in debt expired in 2010, two years before the filing of his original Complaint in this action. Defendant United argues that the parties entered into an oral contract in 2012 that bound the Partnership to pay the past due rents as soon as a proper accounting could be done (i.e. the black book was recovered). When the black book was located in early 2013 and United made a subsequent demand for past rent, Plaintiff claimed that "there was never an understanding that rent would be paid for this time period..." and even if there had been, the statute of limitations had expired (preventing all claims for rents that came due prior to September, 2006). Motion, Exhibit D. According to Defendant United, the Partnership reneging on the agreement to pay back rents constituted a breach of contract which carries a six year statute of limitations that has yet to expire.

The Court views this matter somewhat differently. While 5 V.I.C. § 31(3) sets a six year statute of limitations for contractual liabilities such as payment of rents, there are certain equitable principles which operate to toll a statute of limitations. The "acknowledgment of the debt" doctrine (also known as the "revival of the promise to pay" doctrine) is recognized as follows:

A debt which is time-barred may be "revived" by an acknowledgment by the debtor. 'It has long been recognized that the expiration of the statutory period does not bar the claim if the plaintiff can prove an acknowledgment, a new promise, or part payment made by the defendant either before or after the statute has run. . . . Such conduct revives the cause of action so that the statute starts to run again for the full statutory period.'

Gee v. CBS, Inc., 471 F. Supp. 600, 663 (E.D. Pa. 1979)(quoting *Developments in the Law Statutes of Limitations*, 63 Harvard L.Rev. 1177, 1254 (1950)).

Most courts only apply the acknowledgment of the debt doctrine when there exists “a clear, distinct, or unequivocal acknowledgment of the debt... [which] is sufficient to take the case out of the operation of the statute. It must be an admission consistent with a promise to pay. If so, the law will imply the promise, without its having been actually or expressly made. There must not be uncertainty as to the particular debt to which the admission applies.” *CBS, Inc.* 471 Supp. at 664 (citing *In re Nicolazzo's Estate*, 414 Pa. 186, 190, 199 A.2d 455, 458 (1964), quoting *Palmer v. Gillespie*, 95 Pa. 340 (1880)).

Courts have employed a second equitable principle when tolling a statute of limitations, referred to as the “payment on account doctrine.” Similar to the acknowledgment of the debt doctrine, the payment on account doctrine “... is regarded as an acknowledgment of liability.” *Basciano v. L&R Auto Parks, Inc.*, 2012 U.S. Dist. LEXIS 17750, *36-39 (E.D. Pa. February 10, 2012)(citing *Quaker City Chocolate & Confectionery Co. v. Delhi-Warnock Bldg. Ass'n*, 53 A.2d 597, 600 (Pa. 1947)(“There can be no more clear and unequivocal acknowledgment of debt than actual payment.”)). To toll the statute of limitations, a partial payment “must constitute a constructive acknowledgment of the debt from which a promise to pay the balance may be inferred.” *GE Med. Sys. v. Silverman*, 1998 U.S. Dist. LEXIS 886, * 20-21 (E.D. Pa. Feb. 2, 1998)(quoting *City of Philadelphia v. Holmes Electric Protective Co.*, 335 Pa. 273, 6 A.2d 884, 888 (Pa. 1939)). See also *Quaker City Chocolate & Confectionery Co.*, 53 A.2d at 600 (“Ordinarily, a payment on account of a debt is regarded as an acknowledgment of liability

and of willingness to pay the balance due thereon and therefore is held to interrupt the operation of the statute").³

In this case, both the acknowledgment of the debt doctrine and the payment on account doctrine apply to toll the statute of limitations on United's rent claims.

Regarding the acknowledgment of the debt, United has proven with sufficient certainty that the Partnership owes United rent from 1994 to 2004. Notwithstanding Plaintiff's denial that the parties had an agreement regarding past rents, Yusuf, by his affidavit, swears that Waleed Hamed entered into an agreement to pay United past due rent once the black book was recovered in early 2013. Opposition, 10-11; Exhibit D, Yusuf Affidavit, ¶¶4-6. Yusuf specifically addresses how rent is calculated (\$5.55 per square foot), stating that the past due rent is "the same as the old one," referring to the 1986-1994 rental amounts. Yusuf Deposition p. 86; 8-12. Yusuf presents more than sufficient evidence that the Partnership's arrangement with United from 1986 to 1994 was identical, in terms of past due rent, as the arrangement between 1994 through 2004.

Nothing presented by Hamed calls into questions the validity of this debt or the application of the acknowledgment of the debt doctrine. Hamed has admitted on several occasions that Yusuf is in charge of rent, that the Partnership owes United rent for January 1, 1994 through May 4, 2004, and that the rent for this period should be paid to United. Opposition, Exhibit E, Hamed Deposition, p. 117-119. It is clear that the Partnership, through the statements of both Hamed and Yusuf, has

³ Courts will only allow "...a payment on a debt to qualify as an acknowledgment..." if there is an "unequivocal acknowledgment" of the debt, but have considered a debtor's payment on part of a debt to evidence an acknowledgment of the debt and therefore have tolled the statute of limitations. *See Basciano*, 2012 U.S. Dist. LEXIS 17750, at *36. From the acknowledgment of the debt the law will infer a promise to pay the underlying debt. *Receiver of Anthracite Trust Co. v. Loughran*, 19 A.2d 61, 62 (Pa. 1941) (citing *Dick v. Daylight Garage*, 335 Pa. 224, 6 A.2d 823, 826 (Pa. 1939)).

acknowledged a debt for rents owed to United, which is determined to be in the amount of \$3,999,679.73 (based upon 69,680 sq. ft. @ \$5.55/sq. ft.) for the period January 1, 1994 to May 4, 2004.

Similarly, the payment on account doctrine acts as a bar to Plaintiff's statute of limitations defense. The Partnership's partial payments "...constitute a constructive acknowledgment of the debt from which a promise to pay the balance may be inferred." *GE Med. Sys.*, 1998 U.S. Dist. LEXIS 886, at *20-21. For the period of the operation of Plaza Extra – East from 1986 through 2011, the Partnership made two lump sum rent payments to United (covering the periods from 1986-1994 and from 2004-2011). Motion, Yusuf Affidavit, ¶7; Exhibit B (previous rental check for \$5.4 million). United and Yusuf have explained in detail how rent is calculated and why United did not collect rent for the period in question due to the unavailability of their financial records. Motion, 4, 7; Yusuf Affidavit, ¶8.

Therefore, both the acknowledgment of the debt doctrine and the payment on account doctrine apply to the facts of the rent dispute between United and the Partnership. The six year statute of limitations for United's past rent claims was tolled as a result and began to run on May 22, 2013 when Hamed first disputed the validity of the 1994-2004 rent debt. Motion, Exhibit D. United is within the timeframe with which to bring this claim and has presented sufficient information, through affidavits, depositions, and other evidence in the record, for the Court to grant United's Motion as to that period and to direct the Partnership to pay United the sum of \$3,999,679.73.

3. Defendant United is also entitled to rent from 2012 to 2013 in the amount of \$58,791.38 per month.

Plaintiff does not argue that the Partnership is exempt from paying rent to United. “[I]t is undisputed that United is the landlord and Plaza Extra is the tenant at the Sion Farm location, for which rent is due since January of 2012.” Response, 1. Rather, Plaintiff claims that United itself has created a dispute regarding rents from January 2012 by issuing rent notices seeking increased rent in the amount of \$250,000.00 per month, rather than the \$58,791.38 per month set out in Yusuf’s affidavit. Response, 4. The proof before the Court is clear as to United’s claim that rent is due for Bay No. 1 at the rate of \$58,791.38 per month from January 1, 2012 to September 30, 2013, when United’s Motion was filed.⁴

As the fee simple owner and landlord of Bay No. 1 United Shopping Plaza, United is entitled to rents from the Partnership for its continued use of Bay No. 1 for the operations of Plaza Extra - East. Therefore, the Court will order the Partnership to pay United the sum of \$1,234,618.98 for rent from January 1, 2012 through September 30, 2013, Plus rent due from October 1, 2013 at the same rate of \$58,791.38 per month until the date that Yusuf assumed sole possession and control of Plaza extra – East.

On the basis of the foregoing, it is hereby

ORDERED that Defendant United Corporation’s Motion to Withdraw Rent is **GRANTED**, and the Liquidating Partner, under the supervision of the Master, is authorized and directed to pay


⁴ It is acknowledged that United delivered notices to the Partnership following the April 2013 Preliminary Injunction, seeking to collect an increased rent sum of \$250,000.00. United presents in its Motion and proofs no numerical or factual justification for such claims, which are not considered in this Order.

from the Partnership joint account for past rents due to United the total amount of \$5,234,298.71, plus additional rents that have come due from October 1, 2013 at the rate of \$58,791.38 per month, until the date that Yusuf assumed full possession and control of Plaza Extra – East. It is further

ORDERED that Plaintiff's Motion for Partial Summary Judgment is DENIED, in part, as to Plaintiff's claims that the statute of limitations precludes Defendant United's claims for past due rent.

Dated:

April 27, 2015


DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By:


Court Clerk Supervisor

4/27/15

CERTIFIED TO BE A TRUE COPY
This 27th day of April 2015

CLERK OF THE COURT

By  Court Clerk II

Exhibit 16

1. Bay 1 – Increased Rent Due Net of Rent Paid

United provided formal notice of increased rent of \$200,000 per month to the Partnership, which was to begin on January 1, 2012 through March 31, 2012, if the premises were not vacated before then. Thereafter, beginning on April 1, 2012 through March 8, 2015, United provided formal notice of increased rent of \$250,000 per month. See Exhibit D to Yusuf's Declaration dated August 12, 2014 (the "Yusuf Declaration") in support of Defendants' Motion for Partial Summary Judgment on Counts IV, XI and XII Regarding Rent. Although the Rent Order awarded certain amounts of rent to United during this period, the award did not address the increased rent claimed by United. The outstanding balance of the increased rent claimed as to Bay 1, net of the rent recovered pursuant to the Rent Order, is \$6,974,063.10. See calculation of additional rents attached as **Exhibit C**.

2. Bays 5 and 8


Likewise, outstanding rent is due to United for Bays 5 and 8 of the United Shopping Plaza. These amounts were not adjudicated in the Rent Order and they remain an outstanding rent claim against the Partnership. The total amount due to United for unpaid rent for Bays 5 and 8 is \$793,984.34. See the Yusuf Declaration at ¶¶ 21-25.

3. Interest on Rent Claims

The interest that accrued at 9% per annum on the rent actually awarded by the Rent Order (\$6,248,924.14) is \$881,955.08 as of May 11, 2015, when that rent was paid to United. See calculation of interest on Bay 1 rent attached as **Exhibit D**.¹¹

The interest due for the unpaid rent on Bays 5 and 8 is also claimed by United. The total interest calculated at 9% per annum for the period from May 17, 2013 through September 30,

¹¹ This amount does not include any interest accruing at the 9% rate on each month's unpaid rent from June 1, 2013 through March 8, 2015.



2016 is \$241,005.18. Such interest continues to accrue at the daily rate of \$195.78 until paid.
See calculation of interest on Bays 5 and 8 rent attached as **Exhibit E**.

C. Reimbursement For Gross Receipts Taxes Paid by United

As Yusuf has testified without contradiction (*see* transcript of Yusuf's deposition of April 2, 2014 at pages 53-4), the Partners originally agreed that the Plaza Extra Stores would pay all gross receipts taxes and insurance relating to United's Shopping Center. The Partners acted on this agreement for the life of the Partnership, as reflected in the actual payment of these expenses with funds from the Plaza Extra Stores for more than 28 years. The Partnership owes United for certain gross receipts taxes United paid on behalf of the Partnership totaling \$60,586.96, which were never reimbursed. *See* **Exhibit F**, Summary and Evidence of United Payment of Gross Receipts Taxes.

D. Black Book Balance Owed to United

A black ledger book (the "Black Book") was used by the Partners to track spending and withdrawals as between the Partners and their families as well as by United on behalf of the Plaza Extra Stores. Certain entries from the Black Book are accounted for in the BDO Report discussed in §IV below, to the extent they represent historical withdrawals as between the Partners and their families. However, as to funds which United paid on behalf of the Plaza Extra Stores, the Black Book entries reveal that the Partnership owes United \$49,997.00 for various expenses it paid on behalf of the Partnership. *See* **Exhibit G**, Relevant Black Book Entries.

E. Additional Ledger Balances Due to United

In addition to the Black Book balance owed to United, at various points in time, United made other payments on behalf of the Plaza Extra Stores. In 1994, 1995 and in 1998, United paid \$199,760.00 for various expenses of the Partnership. *See* **Exhibit H**, Ledger Sheets

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

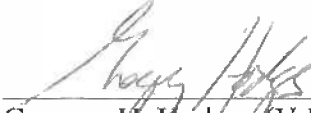
YUSF237705

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

DATED: September 30, 2016

By:


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

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of September, 2016, I caused the foregoing **Yusuf's Accounting Claims and Proposed Distribution Plan** to be served upon the following via e-mail:

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

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

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

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

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



**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

R:\DOCS\6254\1\DRFTPLDGM16U0900.DOCX

YUSF237717

**INDEX OF EXHIBITS TO YUSUF ACCOUNTING CLAIMS AND PROPOSED
DISTRIBUTION PLAN**

- Exhibit A - Summary of Yusuf Plan Distributions
- Exhibit B - Litigation Reserves Calculations
- Exhibit C - Calculation of Additional Rent Net of Rent Paid
- Exhibit D - Calculation of Interest on Bay 1 Rent
- Exhibit E - Calculation of Interest on Bay 5 & 8 Rent
- Exhibit F - Summary and Evidence of United Payment of Gross Receipts Taxes
- Exhibit G - Relevant Black Book Entries
- Exhibit H - Relevant Ledger Entries
- Exhibit I - Summary and Supporting Documentation of Unreimbursed Transfers from United
- Exhibit J - Past Partner Withdrawals and Distribution Reconciliation, BDO Report
- Exhibit J-1 - Tables, Schedules and Supporting Documents for BDO Report
- Exhibit K - List of Foreign Accounts
- Exhibit L - Wire Transfer Information Supporting Claim
- Exhibit M - Cairo Amman Checks to Waleed Hamed
- Exhibit N - Land Value Estimation
- Exhibit O - Agreement in Arabic Conveying Hamed's Interest in Jordanian Parcel
- Exhibit P - Integra Realty Resources Valuation Report
- Exhibit Q - Integra Realty Resources Appraisal Report

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade
P.O. Box 756

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

(340) 774-4422

YUSF237718

Exhibit 17

any legal claims for damages, but has rather presented a single, equitable action for a partnership accounting,² and because the parties do not assert that the action for accounting is itself barred by the statute of limitations, Plaintiff's Motion will be denied as to Yusuf's claim for accounting. Additionally, as to Defendant United's claim for rent presented in Count XII of the Counterclaim, the Court finds that there exist genuinely disputed issues of material fact such that summary judgment is inappropriate.

Nonetheless, in light of the arguments presented by the parties, as well as the general complexities and difficulties inherent in addressing the peculiar questions of fact necessary for the resolution of this matter, the Court finds that the interests of the parties in the just and fair disposition of their claims, as well as the overarching interest of the judiciary in the efficient resolution of disputes before it, are best served by utilizing the broad powers conferred upon the Court sitting in equity to fashion remedies specifically tailored to the circumstances presented in order to establish an equitable limitation upon claimed credits and charges submitted to the Master in the context of the Wind Up process.

Background

Hamed's Complaint was filed September 17, 2012, followed by his First Amended Complaint (Complaint), filed in the District Court following removal and prior to remand, on October 19, 2012, seeking, among other relief, "A full and complete accounting... with Declaratory Relief against both defendants to establish Hamed's rights under his Yusuf/Hamed Partnership with Yusuf..." Complaint, at 15, ¶1. ~~Defendants filed their First Amended~~

² ~~Count IX of the First Amended Counterclaim, seeking the dissolution of Plessen Enterprises, Inc., constitutes the sole claim presented by Yusuf that is unrelated to, and therefore not incorporated into, his equitable claim for accounting. However, Plaintiff's Motion, by its own terms, concerns only "monetary damage claims," and therefore Yusuf's Count IX is excluded from consideration in this Opinion.~~

Counterclaim (Counterclaim) on January 13, 2014, seeking relief as follows: Count: I— Declaratory Relief that No Partnership Exists; Count II— Declaratory Relief, in the event that a partnership is determined to exist to determine, among other relief, “their respective rights, interests, and obligations concerning the Plaza Extra Stores and the disposition of the assets and liabilities of these stores;” Count III— Conversion; Count IV— Accounting, alleging that “Yusuf is entitled to a full accounting...;” Count V— Restitution; Count VI— Unjust Enrichment and Imposition of a Constructive Trust; Count VII— Breach of Fiduciary Duty; Count VIII— Dissolution of Alleged Partnership, stating: “Although Defendants deny the existence of any partnership with Hamed, in the event the Alleged Partnership is determined to exist, then Yusuf is entitled to dissolution of the Alleged Partnership and to wind up its affairs, in that such partnership would be an oral at-will partnership and Yusuf provided notice of his intent to terminate any business relationship (including any partnership) with Hamed in March of 2012;” Count IX— Dissolution of Plessen; Count X— Appointment of Receiver; Count XI—Rent for Retail Space Bay I;³ Count XII— Past Rent for Retail Spaces Bay 5 & 8; Count XIII— Civil Conspiracy; Count XIV—Indemnity and Contribution. Counterclaim ¶¶ 141-191.

Legal Standard

By his Motion, Plaintiff is entitled to entry of summary judgment barring certain relief sought by Defendants’ Counterclaim pursuant to the applicable statute of limitations if he “shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” V.I. R. Civ. P. 56(a).

³ This Count was the subject of Memorandum Opinion and Order entered April 27, 2015, denying, in part, Plaintiff’s present Motion and granting United’s Motion to Withdraw Rent. United’s claim in Count XII and other monetary claims of United were unaffected by that Order.

“A party is entitled to judgment as a matter of law when, in considering all of the evidence, accepting the nonmoving party’s evidence as true, and drawing all reasonable inferences in favor of the nonmoving party, the court concludes that a reasonable jury could only enter judgment in favor of the moving party.” *Antilles School, Inc. v. Lembach*, 2016 V.I. Supreme LEXIS 7, at *6-7 (V.I. 2016). The nonmoving party in responding to a motion for summary judgment has the burden to “set out specific facts showing a genuine issue for trial.” *Williams v. United Corp.*, 50 V.I. 191, 194-95 (V.I. 2008). A dispute is genuine if the evidence is such that a reasonable trier of fact could return a verdict for the nonmoving party. *Machado v. Yacht Haven U.S.V.I., LLC*, 61 V.I. 373, 391-92 (V.I. 2014).

Discussion

There can be no more appropriate introduction to this matter than the lucid observations of Judge Herman E. Moore of the District Court of the Virgin Islands who remarked of another matter involving a dispute between business partners more than half a century ago:

This case illustrates the pitfalls open to friends going into business. When two strangers go into business, you usually have each one requiring formal contracts, formal statements, formal deposits, and everything of the kind; but usually when two friends go into business, and where it becomes one happy family, so many of these things are omitted; and when they do fall out, as happened in this case, there arises bitterness and difficulties which make it the most difficult type of case to try.

Stoner v. Bellows, et al., 2 V.I. 172, 174-75 (D.V.I. 1951).

Hamed’s Motion seeks to bar Defendants’ unresolved monetary claims, as alleged in their Counterclaim, for “debt, breach of contract, conversion, breach of fiduciary duty, recoupment/constructive trust and accounting” that accrued more than six years prior to the September 17, 2012 commencement of this action, citing *James v. Antilles Gas Corp.*, 43 V.I. 37 (V.I. Terr. Ct.

2000).⁴ Defendants respond to Hamed’s assertion that Defendants’ monetary claims are governed by the six-year limitation period set out in 5 V.I.C. § 31(3) (Motion, at 3) by asserting that Yusuf’s monetary claims constitute a cause of action for an accounting which, consistent with longstanding common law precedent, accrues upon dissolution of the partnership, and examines the entire period of the partnership, or the period from the last accounting. Opposition, at 9; Supplemental Brief, at 1. Defendant United has not denied the applicability of a six-year limitation period to its third-party claims against Hamed and/or the partnership, but rather argues that the limitation period should be equitably tolled.

“Each partner is entitled to a settlement of all partnership accounts upon winding up the partnership business.” 26 V.I.C. § 177(b). “A partnership is dissolved, and its business must be wound up... upon... in a partnership at will, the partnership’s having notice from a partner... of that partner’s express will to withdraw as a partner.” 26 V.I.C. § 171(1).

By their pleadings in this litigation, Hamed alleged and Yusuf denied the existence of a partnership at will. Although Yusuf had previously acknowledged the existence of a partnership during pre-litigation negotiations in February and March 2012, and his intention that the partnership be dissolved, by the time litigation ensued, Defendants sought “declaratory relief that no partnership exists.” Counterclaim, Count I. By his Motion to Appoint Master, filed April 7, 2014, Yusuf “now concedes for the purposes of this case that he and Hamed entered into a partnership to carry on the business of the Plaza Extra Stores and to share equally the net profits

⁴ While acknowledging a split of authority, the Territorial Court in *James* found “compelling” the majority view, as described by Professors Wright and Miller: “although there is some conflict on the subject, the majority view appears to be that the institution of *plaintiff’s suit tolls or suspends the running of the statute of limitations governing a compulsory counterclaim.*” *James v. Antilles Gas Corp.*, 43 V.I. at 44, 46, citing 6 Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure*, § 1419, at 151 (2d ed. 1990) (emphasis in original).

from the operation of the Plaza Extra Stores.” The Court granted in part Plaintiff’s May 9, 2014 Renewed Motion for Partial Summary Judgment as to the Existence of a Partnership by Order entered November 7, 2014, finding and declaring the existence of a 50/50 partnership between Yusuf and Hamed based upon their 1986 oral agreement for the ownership and operation of the Plaza Extra Stores.

Yusuf has argued that, to the extent a partnership existed, it was dissolved by Hamed’s retirement in 1996 which constituted his withdrawal from the partnership. However, the Court has already found that Hamed’s participation in the operation and management of the three Plaza Extra Stores continued after his withdrawal from day-to-day operations through his son Waleed Hamed, acting pursuant to powers of attorney. *Hamed v. Yusuf*, 58 V.I. 117, 126 (V.I. Super. Ct. 2013). As noted, Yusuf’s pre-litigation negotiations seeking an agreement to dissolve his business relationship with Hamed never resulted in an agreement, such that the partnership was not dissolved by the time the litigation commenced. Within his April 7, 2014 Motion to Appoint Master, Yusuf states his “‘express will to withdraw as a partner,’ thus dissolving the partnership,” quoting 26 V.I.C. § 171(1). In his Response to that Motion, Hamed submitted his April 30, 2014 “Notice of Dissolution of Partnership.” Hamed and Yusuf concur that the partnership is dissolved, and both concur that the right of each partner to an accounting has accrued upon dissolution. Both also concur that the monetary claims set forth in Hamed’s Complaint and the monetary claims of Yusuf set forth in Defendants’ Counterclaim relate back to September 17, 2012, the date Hamed filed his original Complaint.

MOTION FOR PARTIAL SUMMARY JUDGMENT RE: STATUTE OF LIMITATIONS

As discussed in detail in the Memorandum Opinion and Order Striking Jury Demand entered contemporaneously herewith, despite the misleading form of both Hamed’s Complaint and

Yusuf's Counterclaim, each partner has presented in this matter only a single, tripartite cause of action for the dissolution, wind up, and accounting of the partnership pursuant to 26 V.I.C. § 75(b)(2)(iii). However, Count XII of Defendants' Counterclaim also presents a separate cause of action on behalf of United for debt in the form of rent. The Court first considers Hamed's Motion for Partial Summary Judgment Re: Statute of Limitations as it applies to United's action for rent, and then as it applies to the partners' competing claims for dissolution, wind up, and accounting.

United's Cause of Action for Debt (Rent)

By Memorandum Opinion and Order entered April 27, 2015, the Court denied Plaintiff's Motion for Partial Summary Judgment Re: Statute of Limitations as to United's Count XI for debt in the form of rent owed with respect to "Bay 1" and granted United's Motion to Withdraw Rent, filed September 9, 2013; authorizing the Liquidating Partner, under the supervision of the Master, to pay to United from partnership funds the total amount of \$5,234,298.71 plus additional rents that have come due from October 1, 2013 at the rate of \$58,791.38 per month. That Memorandum Opinion and Order also effectively, though not explicitly, granted in part Defendants' Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent, filed August 12, 2014, as to Count XI, and entered judgment thereon in favor of United.

In Count XII of Defendants' Counterclaim, United seeks an award of \$793,984.38 for rent owed with respect to "Bay 5" and "Bay 8," which the partnership allegedly used for storage space in connection with the Plaza Extra-East store during various periods between 1994 and 2013. Counterclaim ¶¶ 179-84. **United's arguments against the applying the statute of limitations to bar its claims for rent generally fail to distinguish between the rent owed for Bay I (Count XI) and the rent owed for Bays 5 and 8 (Count XII). Thus, the Court must infer that United opposes Hamed's statute of limitations argument as to Count XII on the same grounds as it opposed the argument**

with respect to Count XI. In denying Hamed's Motion for Partial Summary Judgment Re Statute of Limitations as to Count XI, the Court found that the limitations period had been tolled on the basis of Hamed's undisputed acknowledgement and partial payment of the debt.

However, in his August 24, 2014 Declaration, attached as Exhibit 1 to Plaintiff's Response to Defendants' Rule 56.1 Statement of Facts and Counterstatement of Facts, Waleed Hamed expressly states that "there was no agreement to use [Bays 5 and 8] other than on a temporary and periodic basis, nor was there any agreement to pay rent for this space, as United made it available at no cost." Declaration of Waleed Hamed ¶¶ 19-20. Mohammed Hamed's comments acknowledging the debt, which formed the basis of the Court's judgment as to Count XI, do not explicitly distinguish between the rent owed for Bay 1 and the rent owed for Bays 5 and 8. Yet, considered in light of the declaration of his son, the Court is compelled to conclude that a genuine dispute of material fact exists as to whether Hamed ever acknowledged any debt as to rent owed for Bays 5 and 8, and more basically, whether the partnership ever agreed to pay any rent for the use of Bays 5 and 8 in the first place. Accordingly, both Hamed's Motion for Partial Summary Judgment Re: Statute of Limitations and Defendants' Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent must be denied as to Count XII of Defendants' Counterclaim.⁵

⁵ Defendants' Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent must also be denied as to Count IV (Accounting). While Hamed and Yusuf are each entitled to an accounting of the partnership pursuant to 26 V.I.C. § 177, United's cause of action for rent is entirely unrelated to the partners' respective actions for accounting except insofar as each partner will ultimately be liable in the final accounting for 50% of whatever debt is found to be owing from the partnership to United.

Partners' Causes of Action for Partnership Dissolution, Wind Up, and Accounting

26 V.I.C. § 75(b) and (c) provide:

(b) A partner may maintain an action against the partnership or another partner for legal or equitable relief, with or without an accounting as to partnership business, to:

- (1) enforce the partner's rights under the partnership agreement;
- (2) enforce the partner's rights under this chapter... or
- (3) enforce the rights and otherwise protect the interests of the partner, including rights and interests arising independently of the partnership relationship.

(c) The accrual of, and any time limitation on, a right of action for a remedy under this section is governed by other law. A right to an accounting upon a dissolution and winding up does not revive a claim barred by law.

By Act No. 6205, the Revised Uniform Partnership Act (RUPA) was adopted in the Virgin Islands, effective May 1, 1998.⁶ The amended statute changed the common law and predecessor statute by, among other things, linking the accrual and limitations of actions brought by a partner against another partner or the partnership to the periods provided “by other law,” such that claims accruing during the life of the partnership are not revived upon dissolution.⁷

“The first step when interpreting a statute is to determine whether the language at issue has a plain and unambiguous meaning. If the statutory language is unambiguous and the statutory scheme is coherent and consistent, no further inquiry is needed.” *Brady v. Gov't of the V.I.*, 57 V.I. 433, 441 (V.I. 2012) (citations omitted). By its plain language, Section 75 unambiguously provides

⁶ Yusuf argues that the RUPA savings clause (26 V.I.C. § 274) preserves his claims against Hamed that predate May 1, 1998, the effective date of RUPA in the Virgin Islands. That is, Yusuf contends that RUPA does not apply to claims that accrued before that date, which are instead governed by the limitations period then in effect. His argument fails in that claims in the nature of an accounting of one partner against another could only be presented upon dissolution of the partnership. Here, since the partnership had not been dissolved by the date of the enactment of RUPA in the Virgin Islands, and since all his monetary claims against Hamed could only be brought on dissolution, no claims of Yusuf had accrued by May 1, 1998.

⁷ See National Conference of Commissioners on Uniform State Laws; Uniform Partnership Act (1997); Section 405(c) [26 V.I.C. § 75(c)], comment 4: “The statute of limitations on such claims is also governed by other law, and claims barred by a statute of limitations are not revived by reason of the partner's right to an accounting upon dissolution, as they were under the UPA.” http://www.uniformlaws.org/shared/docs/partnership/upa_final_97.

that during the life of the partnership, a “partner may maintain an action against the partnership or another partner for legal or equitable relief, with or without an accounting as to the partnership business;” and that “accrual of, and any time limitation on, a right of action for a remedy under this section is governed by other law. A right to an accounting upon a dissolution and winding up does not revive a claim barred by law.” “The effect of those rules is to compel partners to litigate their claims during the life of the partnership or risk losing them.” National Conference of Commissioners on Uniform State Laws; Uniform Partnership Act; Section 405(c) comment 4.

Though the parties have submitted lengthy briefs presenting their respective positions on how the limited case law interpreting this section of RUPA affects the “claims” purportedly presented by Yusuf and United, there is significant confusion surrounding precisely what is meant by the term “claims.”⁸ As it is often used in legal parlance, the term “claim” is essentially synonymous with “cause of action.” Used in this sense, Hamed and Yusuf have each, in their respective pleadings, presented only a single, tripartite cause of action, or claim, for an equitable partnership dissolution, wind up, and accounting under 26 V.I.C. § 75(b)(2)(iii).⁹ However, as

⁸ Much of this confusion stems from the imprecision of the Complaint and Counterclaim. Both pleadings are presented in essentially the same fashion, consisting of a litany of alleged instances in which the opposing party partner, or his relatives, withdrew or otherwise utilized monies from partnership funds, followed by a “kitchen sink” style presentation of “counts” in which the parties purport to characterize these allegedly improper transactions variously as giving rise to causes of action for conversion, breach of fiduciary duty, unjust enrichment, constructive trust, etc., with no attempt to distinguish between them or to explain which transactions give rise to which cause of action. As a result, Plaintiff’s Motion for Partial Summary Judgment is peculiar in that it does not, and indeed cannot, seek entry of judgment as to any one count presented in the Counterclaim, but rather seeks to bar from consideration as to all counts any alleged financial transaction occurring more than six years prior to the commencement of this litigation. In this respect, Plaintiff’s Motion seems more akin to a motion *in limine* than a motion for summary judgment, as Plaintiff seeks only to limit the scope of the accounting process by excluding from consideration any transaction pre-dating September 2006.

⁹ For a detailed analysis of the nature of the claims presented by the parties in this action, see the Memorandum Opinion and Order Striking Jury Demand entered contemporaneously herewith; explaining that despite the misleading form of the Complaint and Counterclaim, Hamed presents only a single action for dissolution, wind up, and accounting, while Yusuf presents an action for accounting, and an action for corporate dissolution, and United presents an action for debt/breach of contract for failure to pay rent.

used by both the Court and the parties in the context of this litigation, the term “claims” has also taken on an entirely different, and more specific meaning, by which the term “claims” refers not to the parties’ respective causes of action for accounting, but rather to the numerous alleged individual debits and withdrawals from partnership funds made by the partners or their family members over the lifetime of the partnership that have been, and, following further discovery, will continue to be, presented to the Master for reconciliation in the accounting and distribution phase of the Final Wind Up Plan.¹⁰

Pursuant to 26 V.I.C. § 71(a), “[e]ach partner is deemed to have an account that is: (1) credited with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, the partner contributes to the partnership and the partner’s share of the partnership profits; and (2) charged with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, distributed by the partnership to the partner and the partner’s share of the partnership losses.” Thus, under the RUPA framework, the “claims” to which the parties refer are, in fact, nothing more than the parties’ respective assertions of credits and charges to be applied in ascertaining the balance of each partner’s individual partnership account.¹¹

¹⁰ It is worth noting that this type of claims resolution process would appear to be unnecessary, or at least far less complicated, in the context of many, if not most, actions for partnership accounting, as the need for such a claims resolution process is generally obviated by the existence of the type of comprehensive ledger and periodic accounting statements typically maintained by modern businesses. Here however, as a result of the questionable and highly informal financial accounting practices of the partnership, by which both partners and their respective family members unilaterally withdrew funds from partnership accounts as needed to cover various business and personal expenses, there exists no authoritative ledger or series of financial statements recording the distribution of funds between partners upon which the Master or the Court could reasonably rely in conducting an accounting. Instead the Court finds itself in the predicament of having to account for multiple decades’ worth of distributions of partnership funds among the partners and their family members based upon little more than a patchwork of cancelled checks, hand-written receipts for cash withdrawn from Plaza Extra safes, and the personal recollections of the partners and their agents.

¹¹ Alternatively, such “claims” may be referred to as § 71(a) claims, and the accounts to which they apply may be referred to as § 71(a) accounts.

As discussed above, pursuant to 26 V.I.C. § 75(c), “any time limitation on a right of action for a remedy under this section is governed by other law.” In the Virgin Islands, limitations on the time for the commencement of various actions are codified at 5 V.I.C. § 31. In his Motion, Hamed argues that Yusuf’s “claims” should be subject to the six year limitations period under § 31(3); presumably on the theory that they are essentially claims to enforce the Yusuf’s rights under the partnership agreement as described in 26 V.I.C. § 75(b)(1), effectively rendering them claims upon a contract.

However, by its own terms, 5 V.I.C. § 31 applies to bar, in their entirety, *causes of action* that are commenced outside of the relevant limitations period: “Civil actions shall only be commenced within the period prescribed below after the cause of action shall have accrued.” Here, Hamed does not contend that Yusuf’s cause of action for accounting was commenced outside the relevant limitations period,¹² but only that Yusuf should be barred from asserting claims—meaning credits to and charges against the partners’ accounts—based upon any transaction that took place more than six years prior to the filing of Hamed’s initial Complaint. And while Yusuf’s action for accounting, as a whole, is undoubtedly subject to a statutory limitations period, the statute of limitations, by its plain language, has no direct applicability to individual, claimed credits and charges presented within the accounting process. Accordingly, Plaintiff’s Motion for Partial Summary Judgment will be denied.

¹² The Court need not determine the relevant limitations period for the commencement of a cause of action for accounting, as Hamed has not challenged the timeliness of Yusuf’s action for accounting as such, but only the timeliness of the individual § 71(a) claims presented within the accounting.

EQUITABLE LIMITATION OF SCOPE OF PARTNERSHIP ACCOUNTING

Despite concluding that Plaintiff is not entitled to partial summary judgment based upon the statute of limitations as such, the Court is nonetheless moved to consider whether the various issues raised and arguments presented in Plaintiff's Motion, among other concerns, justify the imposition of some equitable limitation on the presentation of claimed credits and charges in the accounting process.

The Supreme Court of the Virgin Islands has explained that “[d]espite the fact that the Superior Court of the Virgin Islands—like almost all modern American courts—exercises both equitable and legal authority, the division between law and equity remains meaningful to defining the remedies available in a particular action.” *JRC & Co. v. Boynes Trucking Sys.*, 63 V.I. 544, 553 (V.I. 2015) (quoting *Cacciamani & Rover Corp. v. Banco Popular*, 61 V.I. 247, 252 n.3 (V.I. 2014)). Furthermore, “because ‘[a] court of equity has traditionally had the power to fashion any remedy deemed necessary and appropriate to do justice in [a] particular case,’ a court has a great deal more flexibility in considering equitable remedies than it does in considering legal remedies.” *Id.* (quoting *Kalloo v. Estate of Small*, 62 V.I. 571, 584 (V.I. 2015)).

As explained in detail in the Memorandum Opinion and Order Striking Jury Demand entered contemporaneously herewith, both Hamed and Yusuf have presented in this matter competing equitable actions to compel the dissolution, winding up, and accounting of their partnership pursuant to 26 V.I.C. § 75(b)(2)(iii).¹³ As an accounting in this context is both an

¹³ 26 V.I.C. § 75(b)(2)(iii) codifies the right of one partner to maintain an action against the partnership or another partner to enforce the partner's “right to compel a dissolution and winding up of the partnership business under section 171 of this chapter or enforce any other right under subchapter VIII of this chapter.” In turn, subchapter VIII, §177 explicitly provides that “[e]ach partner is entitled to a settlement of all partnership accounts upon winding up the partnership business.”

equitable cause of action and an equitable remedy in itself, the Court is granted considerable flexibility in fashioning the specific contours of the accounting process. *See, e.g., Isaac v. Crichlow*, 2015 V.I. LEXIS 15, at *39 (V.I. Super. 2015) (“An equitable accounting is a *remedy* of restitution where a fiduciary defendant is forced to disgorge gains received from the improper use of the plaintiffs [sic] property or entitlements.”) (quoting *Gov't Guarantee Fund of Republic of Finland v. Hyatt Corp.*, 5 F. Supp. 2d, 324, 327 (D.V.I. 1998)) (emphasis added).

Partnership Accounting Under RUPA

The general framework for conducting a partnership accounting in the Virgin Islands is outlined at 26 V.I.C. § 177(b):

Each partner is entitled to a settlement of all partnership accounts upon winding up the partnership business. In settling accounts among the partners, profits and losses that result from the liquidation of the partnership assets must be credited and charged to the partners accounts. The partnership shall make a distribution to a partner in an amount equal to any excess of the credits over the charges in the partner's account. A partner shall contribute to the partnership an amount equal to any excess of the charges over the credits in the partner's account but excluding from the calculation charges attributable to an obligation for which the partner is not personally liable under section 46 of this chapter.

In turn, the “partners’ accounts” referenced in § 177(b) are described at 26 V.I.C. § 71(a):

Each partner is deemed to have an account that is: (1) credited with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, the partner contributes to the partnership and the partner's share of the partnership profits; and (2) charged with an amount equal to the money plus the value of any other property, net of the amount of any liabilities, distributed by the partnership to the partner and the partner's share of the partnership losses.

By the plain language of the statute,¹⁴ these individual partner accounts, are deemed to exist, regardless of whether any such accounts are in fact maintained, and irrespective of the actual accounting practices of the partners. In this case, these § 71(a) accounts exist purely as a creation of equity, as Hamed and Yusuf, and their sons, withdrew partnership funds at will over the lifetime of the partnership with no formal system of accounting either for distributions made to partners from partnership funds, or contributions made by partners to partnership funds. Thus, because these implied partner accounts, particularly in this case, exist solely to facilitate the efficient settlement of accounts between partners under 26 V.I.C. § 177, which is itself an equitable remedy, the Court, operating within the parameters established by RUPA, possesses significant discretion and flexibility in determining the manner and scope of the partner account reconstruction process. *See 3RC & Co.*, 63 V.I. at 553.

As the last and only true-up of the partnership business occurred in 1993,¹⁵ the parties, by their respective actions for accounting, effectively impose upon the Court the onerous burden of reconstructing, out of whole cloth, twenty-five years' worth of these partner account transactions, based upon nothing more than scant documentary evidence and the ever-fading recollections of the partners and their representatives.¹⁶ For the reasons discussed below, the Court concludes, upon considerations of laches and a weighing of the interests of both the parties and the Court in the just and efficient resolution of their disputes, that the equities of this particular case necessitate

¹⁴ Subject to certain specified exceptions, "relations among the partners and between the partners and the partnership are governed by the partnership agreement." 26 V.I.C § 4. However, "[t]o the extent the partnership agreement does not otherwise provide, [Title 26, Chapter 1] governs relations among the partners and between the partners and the partnership." Here, the terms of the oral partnership agreement are limited, and establish only that Hamed and Yusuf agreed to jointly operate the three Plaza Extra Stores, and to each share 50% in the profits and losses thereof. See Order entered November 7, 2014, granting Renewed Motion for Partial Summary Judgment as to the Existence of a Partnership.

¹⁵ See Counterclaim in SX-14-CV-287 (Counterclaim 287) ¶ 10.

¹⁶ See *supra*, note 10 and accompanying text.

the imposition of a six-year equitable limitation period for §71(a) claims submitted to the Master in the accounting and distribution phase of the Wind Up Plan.

Doctrines of Laches and Statute of Limitations by Analogy

In other similar situations, some courts have imposed equitable limitation periods by applying the “statute of limitations by analogy.” In the days of the divided bench, when statutes of limitations were largely inapplicable to suits in equity, courts of equity regularly invoked the statute of limitations by analogy to bar stale claims. Thus, Justice Strong remarked:

The statute of limitations bars actions for fraud... after six years, and equity acts or refuses to act in analogy to the statute. Can a party evade the statute or escape in equity from the rule that the analogy of the statute will be followed by changing the form of his bill? We think not. We think a court of equity will not be moved to set aside a fraudulent transaction at the suit of one who has been quiescent during a period longer than that fixed by the statute of limitations, after he had knowledge of the fraud, or after he was put upon inquiry with the means of knowledge accessible to him.

Burke v. Smith, 83 U.S. 390, 401 (1872).

Modern courts of equity, such as the Court of Chancery of Delaware, also apply the statute of limitations by analogy as a component of the equitable defense of laches. *See, e.g., Whittington v. Dragon Group, L.L.C.*, 991 A.2d 1, 9 (Del. 2009) (“Where the Plaintiff seeks equitable relief... failure to file within the analogous period of limitations will be given great weight in deciding in deciding whether the claims are barred by laches”); *see also Williams v. Williams*, 2010 Conn. Super. LEXIS 2344, at *15 (Conn. Super. Ct. Sep. 15, 2010) (noting that court may consider an analogous statute of limitation when considering laches defense). Under this approach, “[w]here the statute bars the legal remedy, it shall bar the equitable remedy in analogous cases, or in reference to the same subject matter, and where the legal and equitable claim so far correspond, that the only difference is, that the one remedy may be enforced in a court of law, and the other in

a court of equity.” *Whittington*, 991 A.2d at 9.¹⁷ Different jurisdictions disagree, however, as to how much force an analogous statute of limitations should have. *See Dobbs, Law of Remedies* § 2.4(4), at 78 (2d ed. 1993) (“When courts look to an analogous statute of limitations for guidance, and that statute has run, they may (1) presume unreasonable delay and prejudice, but permit the plaintiff to rebut the presumption; (2) treat the statute as one element ‘in the congeries of factors to be considered.’ Some authority has gone beyond either of these rules by holding that equity will follow the law and (3) give the statute conclusive effect”).¹⁸

The Supreme Court of the Virgin Islands has recognized the availability of the equitable defense of laches in territorial courts. In one of its earliest cases, *St. Thomas-St. John Board of Elections v. Daniel*, the Court explained:

Laches is an affirmative defense under Rule 8(c) of the Federal Rules of Civil Procedure that bars a plaintiff’s claim where there has been an inexcusable delay in prosecuting the claim in light of the equities of the case and prejudice to the defendant from the delay. *See Cook v. Wikler*, 320 F.3d 431, 438 (3d Cir. 2003); *Churma*, 514 F.2d at 593. “Laches requires proof of (1) lack of diligence by the party against whom the defense is asserted, and (2) prejudice to the party asserting the defense.” *Costello v. United States*, 365 U.S. 265, 282, 81 S. Ct. 534, 543, 5 L. Ed. 2d 551 (1961).

¹⁷ The Delaware Supreme Court agreed with the Chancery Court’s analysis that “[a]s a practical matter, there is not likely to be much difference between the prosecution of [the party’s] claim here for an accounting and a claim for damages at law,” and that, in turn, the “claims for declaratory relief and an accounting are analogous to a legal claim for the same relief” for the purposes of the laches analysis. *Whittington*, 991 A.2d at 9. The higher court disagreed with the lower court’s conclusion that the three-year limitations period for contract actions applied, and instead found applicable the twenty-year limitations period for actions upon contracts under seal. *Id.* Nonetheless, the general approach of considering analogous statutes of limitations in the context of the laches analysis was upheld.

¹⁸ It appears that the Virgin Islands has effectively codified the doctrine of statute of limitations by analogy to conclusive effect in equitable actions. “An action of an equitable nature shall only be commenced within the time limited to commence an action as provide by this chapter.” 5 V.I.C. § 32(a). This suggests, in the event that a particular equitable cause of action is not explicitly included in any particular limitation period outlined in 5 V.I.C. § 31, that the Court must apply the most analogous statute of limitations, or fall back on the residual limitations period of ten years for “any cause not otherwise provided for,” under § 31(2).

49 V.I. 322, 330 (V.I. 2007).¹⁹

It must be noted that, just as with the statute of limitations defense, the equitable defense of laches is also typically invoked as a bar to causes of action, in their entirety. Thus, in a case such as this, the defense of laches, if proven, would typically be applied as a complete bar to the party's cause of action for accounting under 26 V.I.C. § 75(b)(2)(iii), rather than as a limitation on the partners' § 71(a) claims presented within the § 177(b) accounting process.²⁰ However, the equitable defense of laches differs from any defense based upon the statute of limitations—a creature of law—in critical respects. Whereas direct application of a statute of limitations defense must fail because 5 V.I.C. § 31, by its own terms, applies only to causes of action, laches, as an equitable defense, is inherently flexible by nature, and may therefore be molded to suit the particular equities of a given case.²¹

¹⁹ The Supreme Court has since adopted the Virgin Islands Rules of Civil Procedure to govern civil practice in the territory, however Virgin Islands Rule of Civil Procedure 8(c) is identical to the formerly applicable Federal Rule, and thus the Supreme Court's reasoning regarding the affirmative defense of laches, insofar as it relates to this rule, remains equally applicable under the new rules.

²⁰ In addition to pleading the affirmative defense of the statute of limitations, both Plaintiff and Defendants pled in their respective Answers the affirmative defense of laches.

²¹ The Supreme Court of the Virgin Islands has recognized at least one application of the defense of laches outside the confines of its traditional use as a bar to causes of action brought before the Court, further supporting the Court's conclusion herein that laches, as a creature of equity, is inherently broader and more flexible in its application than the statute of limitations. *See In the Matter of the Suspension of Joseph*, 60 V.I. 540, 558-59 (V.I. 2014) (noting that "laches, an equitable defense, is distinct from the statute of limitations, a creature of law," and finding that "the laches defense may apply to attorney discipline proceedings in certain very narrowly defined circumstances, such as when the delay in instituting the disciplinary proceedings results in prejudice to the respondent"). Particularly appropriate here, the Court also noted that "there may be factual situations in which the expiration of time destroys the fundamental fairness of the entire proceeding." *Id.* (citing *Anne Arundel County Bar Ass'n, Inc. v. Collins*, 272 Md. 578 (1974)).

Doctrine of Laches as Limit on Scope of Accounting

A most instructive case on this issue, bearing notable factual similarity to the case at bar, is the Connecticut Superior Court case of *Williams v. Williams*, 2010 Conn. Super. LEXIS 2344.²² As described by the court, *Williams* involved a “battle between two brothers over how the assets of [their partnership] had been handled,” in which each partner presented his own action for dissolution and accounting of the partnership. In response, each brother also presented affirmative defenses including, *inter alia*, statute of limitations and laches. *Id.* at *2-3. In explaining the law governing each partner’s right to an accounting, the court noted that while a final accounting is generally “the one great occasion for a comprehensive and effective settlement of all partnership affairs” in which “all the claims and demands arising between the partners should be settled,” the partners’ “right to an accounting is not absolute.” *Id.* at *7. Consistent with the principle that “actions for accounting generally invoke the equitable powers of the court,” courts are granted wide latitude in setting the terms and principles upon which any accounting shall be based.²³ *Id.* “Consequently, a party’s right to an accounting may be limited by other equitable considerations, for example a claim of laches.” *Id.* at *8 (citations omitted).

²² Although the Connecticut Superior Court did not explicitly frame its opinion in the language of RUPA, Connecticut is a RUPA jurisdiction, and therefore the court’s decision in *Williams* necessarily concerns principles applicable to actions for dissolution and accounting under RUPA. *See* Conn. Gen. Stat. § 34-300 et seq. (Revised Partnership Act). As the complaint in *Williams* was filed in 2006 there can be no doubt that the *Williams* partnership was governed by RUPA. *See* Conn. Gen. Stat. § 34-398(b) (“After January 1, 2002, sections 34-300 to 34-399, inclusive, govern all partnerships”).

²³ In articulating this rule, the Connecticut Superior Court referred to a Connecticut statute explicitly providing that “in any judgment or decree for an accounting, the court shall determine the terms and principles upon which such accounting shall be had.” *Williams*, 2010 Conn. Super. LEXIS 2344, at *7 (citing Conn. Gen. Stat. § 52-401). Although the Virgin Islands lacks such a specific statute, the Court nonetheless concludes that the relevant provisions of RUPA such as 26 V.I.C. §§ 71, 75, and 177, coupled with the considerable discretion granted to the Court in tailoring equitable remedies to suit the needs of any given case, confer upon the Court wide latitude and discretion in establishing the terms and principles, including the scope, of this kind of judicially ordered and supervised accounting. *See supra*, discussion of Equitable Limitation of Scope of Partnership Accounting.

After noting that the statute of limitations had no direct applicability in the context of an accounting, the court explained that “to establish the defense [of laches], [a defendant] must prove both that there was an inexcusable delay by [the plaintiff] in seeking the accounting, and that [the defendant] has been prejudiced by the delay.” *Id.* at *15. Under Connecticut law, the court was permitted to consider analogous statutes of limitation when evaluating the laches claim, but was not obligated to apply any such statute.²⁴ *Id.* Lastly, the court noted that the laches analysis “is an inherently fact specific question that can only be resolved by a close examination of the circumstances of the particular case.” *Id.* at *16.

After examining nine separate claimed credits and charges to partner accounts presented by the defendant partner in his counterclaim, the court concluded that “the doctrine of laches precludes [defendant] from seeking an accounting on any of the issues he claims.” *Id.* at *37. The court found that there had been “inexcusable delay” as plaintiff did not file his claims until 2007; even the most recent of which was related to events that transpired in 1999. *Id.* The court further noted that, while not dispositive of the issue, the most analogous statutory limitations period—three years for breach of fiduciary duty—had long expired. *Id.* This delay was inexcusable, as the defendant partner was, for most of the relevant period, “in charge of the day-to-day operations” of the partnership and therefore possessed either “actual or constructive knowledge of every transaction of which he now complains,” and accordingly tolling was inappropriate. *Id.* at *38.

Additionally, it was “clear to the court that [defendant’s] delay in asserting his claims [had] prejudiced [plaintiff].” The court explained: “the passage of time puts [plaintiff] at an unfair

²⁴ As discussed above, different jurisdictions afford different weight to the consideration of analogous statutes of limitations in the laches analysis. Connecticut appears to treat analogous statutes of limitations merely as one factor among many to be considered in **evaluating a laches defense**.

disadvantage in responding to the merits of [defendant's] claims. Because many of [defendant's] claims involve how transactions were or were not recorded by [the partnership's] accountants an analysis of those claims would likely involve testimony from the accountants. Yet, how much [the accountant] might remember of a schedule he prepared for a client a decade before the claim relating to that schedule was made is questionable, at best." *Id.* at *39-40. Lastly, the court noted that while the parties had presented a "substantial amount" of accounting records, "they are by no means complete," and as such, "[plaintiff] would be at a distinct disadvantage if he were required to recreate or find decades of accounting records prepared by a variety of accountants." *Id.* at *40.

In summation, the court remarked: "While an accounting upon a dissolution of a partnership may be the final opportunity for the partners to square up, where one partner ignores issues year after year and allows the other partner to proceed along thinking everything is fine, the first partner cannot be heard to cry upon dissolution a decade or more later, 'I'd like a do over.'" *Id.* at *40-41. Accordingly, the court found that the plaintiff had met his burden in proving his laches defense to the defendant's counterclaim, entered judgment dissolving the partnership pursuant to stipulation of the parties, and ordered a final accounting to be conducted by an appointed third party, limited in scope to the reconciliation of the partners' respective interests in the partnership from January 1, 2009 to the September 15, 2010 dissolution of the partnership. *Id.* at *42.

Hamed/Yusuf Partnership Accounting

Turning to the case at bar, there are both striking similarities and critical differences between the factual scenario presented in this matter and that before the court in *Williams*. Just as in *Williams*, this matter is best described as a battle between two partners, here former friends and brothers-in-law, over how the assets of the partnership were handled. Additionally, despite having,

at all times, either actual or constructive knowledge of the alleged ongoing, repeated withdrawals of partnership funds, both Hamed and Yusuf ignored these issues year after year and allowed one another to continue conducting partnership business, each implying to the other that all was well.

Procedurally, however, the *Williams* court considered the limitation of only one partner's accounting claims, as only that partner sought an accounting reaching back to the formation of the partnership while the other sought an accounting only as to how to divide the current assets of the partnership, as they stood at the time of dissolution. Additionally, whereas the defendant in *Williams* had identified in his counterclaim, by subject matter and date, nine specific challenged transactions, the description of the challenged transactions in the pleadings in this matter are largely devoid of specificity and generally fail to include the precise date, or even year of their occurrence. And while the parties in *Williams* had conducted significant discovery at the time of the court's ruling, here Hamed filed his present Motion with the clear aim of limiting not only the scope of Yusuf's § 71(a) claims, but also the cost and burden of the discovery process itself. *See* Plaintiff's Reply re Statute of Limitations, filed June 20, 2014, at 19. As a result of the partnership's notably informal and unreliable accounting, as well as each partner's general lack of concern or attention toward each other's financial practices over the lifetime of the partnership, neither partner truly knows what he might uncover upon investigation.

State of Partnership Accounting Records

Here, the pleadings alone demonstrate the imprecision and inadequacy of the partners' accounting practices. Hamed's Complaint explains the partners' practice of unilaterally withdrawing partnership funds as needed for various business and personal expenses on the understanding that "there would always be an equal (50/50) amount of these withdrawals for each partner directly or to designated family members." *See* Complaint ¶ 21. Though Hamed alleges

that the partners “scrupulously maintained” records of these withdrawals, the other pleadings and evidence of record in this matter fatally belie this unsupported assertion. For example, Yusuf’s First Amended Counterclaim in SX-14-CV-278 (FAC 278) speaks of the need for reconciliation of both “documented withdrawals” of cash from store safes, and “undocumented withdrawals from safes (i.e., all misappropriations),” in the § 177 accounting process. *See* FAC 278 ¶¶ 37-38.

Yusuf has pled that, aside from the sole “full reconciliation of accounts” at the end of 1993, the partners only sporadically attempted to account for, and reconcile their respective §71(a) charges and credits when Yusuf, for unspecified reasons, “decided their business accounts should be reconciled.” *See* Counterclaim 287 ¶¶ 9-10. Alternatively, Yusuf has also alleged that such reconciliations sometimes occurred when Hamed specifically “sought to recover funds from his investment,” at which point “funds would be given in cash and a notation would be made as to the amount given so as to insure an equal amount was paid to Yusuf from these net profits.” *See* FAC 278 ¶ 55.

As part of the accounting and distribution phase of the Wind Up, Yusuf submitted to the Master the report of accountant Fernando Scherrer of the accounting firm BDO, Puerto Rico, P.S.C. (BDO Report). Yusuf contends that this report constitutes “a comprehensive accounting of the historical partner withdrawals and reconciliation for the time period 1994-2012.” *See* Opposition to Motion to Strike BDO Report, filed October 20, 2016. However, the BDO report, by its own terms, appears to be anything but comprehensive. Most tellingly, the body of the BDO Report itself contains a section detailing its own substantial “limitations,” resulting from the absence or inadequacy of records for each of the grocery stores covering various periods during

the life of the partnership.²⁵ *See* Plaintiff's Motion to Strike BDO Report, Exhibit 1, at 22. Additionally, the analysis presented in the report rests on the unsupported assumption that any monies identified in excess of "known sources of income" constitute distributions from partnership funds to the partners' § 71(a) accounts. Thus, even Yusuf's own "expert report" acknowledges the insurmountable difficulties inherent in any attempt to accurately reconstruct the partnership accounts; a project which necessarily becomes proportionately more difficult and less reliable the farther back in time one goes.

Furthermore, in his Revised Notice of Partnership Claims (RNPC), filed October 17, 2016, Hamed expressly states that he "believes that it is clear that because of the state of the partnership records due to Yusuf's acts and failures to act, no [accounting for the period from 1986-2012] is even arguably possible." RNPC, at 6-7. Plaintiff's belief appears to be based in large part on the Opinion Letter of Lawrence Shoenbach, presenting the "expert opinion of a criminal defense attorney with experience in federal criminal practice and so-called 'white collar' business crimes involving tax evasion, money laundering, and/or compliance." *See* RNPC, Exhibit C (Op. Letter), at 1.

²⁵ These limitations include the following: 1) "Accounting records of Plaza Extra-East were destroyed by fire in 1992 and the information was incomplete and/or insufficient to permit us to reconstruct a comprehensive accounting of the partnership accounts before 1993;" 2) "Accounting records and/or documents (checks registers, bank reconciliations, deposits and disbursements of Supermarkets' accounts) provided in connection with Supermarkets were limited to covering the period from 2002 through 2004, East and West from 2006 through 2012, and Tutu Park from 2009 through 2012;" and 3) "Accounting records and/or documents provided to us for the periods prior to 2003 are incomplete and limited to bank statements, deposit slips, cancelled checks, check registers, investments and broker statements, cash withdrawal tickets/receipts and cash withdrawal receipt listings. For example, the retention policy for statements, checks, deposits, credits in Banco Popular de Puerto Rico is seven years; therefore, there is no Bank information available prior to 2007 and electronic transactions do not generate any physical evidence as to regular deposits and/or debits." Plaintiff's Motion to Strike BDO Report, Exhibit 1, at 22.

Plaintiff's expert²⁶ bases his opinion on the 2003 Third Superseding Indictment in the matter captioned *United States of America and Government of the Virgin Islands v. Fathi Yusuf Mohamad Yusuf, et al.* and United's plea of guilty to Count 60 (tax evasion) thereof.²⁷ Under the terms of the plea agreement, United pled guilty to willfully preparing and presenting a materially false corporate income tax return for the year 2001 by reporting gross receipts as \$69,579,412, knowing that the true amount was approximately \$79,305,980. Plea Agreement at 3-4, *United States v. Yusuf*, No. 2005-15F/B (D.V.I. Feb. 26, 2010). According to the indictment, United evaded reporting gross receipts by employing a cash diversion/money laundering scheme by which United, through its officers and employees,²⁸ conspired "to withhold from deposit substantial amounts of cash received from sales, typically bills in denominations of \$100, \$50, and \$20." *See* Plaintiff's Reply re Statute of Limitations, Exhibit D (Indictment) ¶ 12. Additionally, it was alleged that "instead of being deposited into the bank accounts with other sales receipts, this cash was delivered to one of the defendants or placed in a dedicated safe in a cash room." *Id.* As described by Plaintiff's expert, "those acting on behalf of the company took cash out of sales before the Company could properly account for them." Op. Letter, at 5.

The expert explains:

The most fundamental feature of such a scheme is that the actual accounting records of the entity do not, and in fact *cannot*, accurately reflect the amount of cash taken in. No proper accounting can be determined from the Company's financial records because the gross receipts have been intentionally misapplied and documented. The

²⁶ The Court refers to Lawrence Shoenbach as "Plaintiff's expert" in this Opinion for simplicity. The Court expresses no opinion, however, as to the qualifications of this expert within the meaning of Virgin Islands Rule of Evidence 702.

²⁷ "Although all of the individual defendants [Fathi Yusuf, Maher Yusuf, Isam Yusuf, Nejeah Yusuf, Waleed Hamed, and Waheed Hamed], were charged in the criminal indictment, only the corporate defendant [United] was convicted of a crime... Critical to my analysis is that United admitted at the time of entry of the corporate plea that it under-reported gross receipts by utilizing the money laundering scheme outlined in the 3rd superseding indictment." Op. Letter, at 3.

²⁸ Including Fathi Yusuf, Maher Yusuf, Isam Yusuf, Nejeah Yusuf, Waleed Hamed, and Waheed Hamed. *See* Indictment, at 1.

very purpose of this sort of scheme is to render any accounting inaccurate... It is critical that the parties have both admitted that many records of transaction that should have gone into any accurate accounting were not kept or mutually and intentionally destroyed... Because the very nature of the crime, particularly money laundering/tax evasion, is to hide such incoming and outgoing funds from legitimate accounting it is impossible to determine and account for any portion of that amount each partner has or owes to the other. Since many such transactions were not recorded or destroyed, any remaining "records" can never be legitimately credited or debited against the unknown amounts.

Op. Letter, at 6-7.²⁹

In his April 3, 2014 deposition in this matter, Maher Yusuf recounted one instance, just prior to the FBI's raid of the Plaza Extra stores in 2001, in which Waheed Hamed advised Waleed Hamed of the impending raid, and Maher Yusuf and the Hameds mutually "decided to destroy some of the receipts, because they were all in cash." *See* Op. Letter, at 7 n.5. According to his deposition testimony, Maher Yusuf, together with Mufeed Hamed, "pulled out a good bit of receipts from the safe in Plaza East," and after roughly estimating the amount of withdrawals attributable to the Hameds and the Yusufs, each family destroyed their own receipts. *Id.* At the hearing on March 6-7, 2017, witnesses including Hamed's sons corroborated this account as well as many of the allegations of the Third Superseding Indictment. Evidence presented at the hearing included testimony concerning a cash diversion scheme involving cashier's checks, conflicting testimony regarding the ledger and receipt system for keeping track of cash withdrawals at each partnership store, and testimony that records documenting the withdrawals had been destroyed.

²⁹ The Court is not called upon to express any opinion, and therefore does not express any opinion, as to the criminal nature of the conduct of the individual defendants named in the criminal matter, except to the extent that such conduct demonstrates both the impossibility of reconstructing financial records or conducting, at present, an accurate accounting, and the partners' knowledge of this state of affairs. However, United's guilty plea as to Count 60 establishes that United, which as a corporation must necessarily act through its officers and employees, intentionally schemed to obfuscate gross receipts and cash disbursements thereby rendering impossible any accurate reconstruction of accounts.

Altogether, the allegations presented in the pleadings paint a clear picture of the partners' loose, "honor system" style accounting practices by which each partner and his sons freely and unilaterally withdrew partnership funds, either by check drawn upon partnership bank accounts or, apparently more often, by directly removing cash from store safes; the only apparent control being a general understanding between the partners that such withdrawals would be documented by hand-written receipts to be placed in the safe so that the partners, at some undetermined date, could reconcile their accounts if, and when, they deemed it appropriate. Additionally, evidence of record reveals one clear instance in which the partners, through their sons, deliberately destroyed a substantial amount of records evidencing such withdrawals, and further suggests a general pattern of negligent, if not willful, failure to record such withdrawals throughout the history of the partnership. At a bare minimum, the pleadings and record evidence establish that the partners and their sons had both unfettered access to large amounts of cash, deliberately kept off company books, and ample opportunity to secretly remove that cash, secure in the knowledge that no partner, accountant, or investigator would be able, after the fact, to ascertain the amount taken, as the total amount of cash kept in store safes was intentionally omitted from any record keeping.

Knowledge, Delay, and Prejudice

Against this backdrop of decades of woefully inadequate and, in some instances, deliberately misleading accounting practices, the partners now present their competing claims for partnership accounting asking the Court to employ its already strained resources to untangle the web that they have spun and clean up the mess that they have made. Given the dismal state of the relevant records, this process necessarily entails an evaluation of each individual § 71(a) claim submitted to determine whether, in light of the frequently conflicting recollections of the partners, any given withdrawal or expenditure of partnership funds constituted a legitimate business

expenditure on behalf of the partnership, or a unilateral withdrawal chargeable to the partner's § 71(a) account. However, just as in the *Williams* case, where each partner "ignores issues year after year and allows the other partner to proceed along thinking everything is fine, [neither partner will] be heard to cry upon dissolution a decade or more later, 'I'd like a do over.'" 2010 Conn. Super. LEXIS 2344, at *40-41.

Here, both partners and their respective sons were well aware from the beginning of their involvement with the business that any record keeping and accounting of distributions to the partners was highly informal and controlled only by the "honor system." As managing partner, Yusuf was not only intimately familiar with the methods of record keeping, or lack thereof, employed by the partnership, but was the one responsible for designing and implementing those procedures in the first place. It was Yusuf's responsibility to oversee, account for, and periodically reconcile the distributions of funds between the partners. And though Yusuf was content to dispense with the standard business accounting formalities for nearly the entire life of the partnership, upon Hamed's filing his Complaint in this matter, Yusuf changed course and now seeks to vindicate his right to a thorough and methodical partnership accounting.³⁰

Hamed is no less to blame for this state of affairs and no less at fault for failing to seek any formal accounting of his interest until this late hour. Although Hamed was not the managing partner, he was undoubtedly aware of the absence of any formal record keeping from at least the date of the first and only true-up of the partnership business in 1993, if not from the very inception

³⁰ Yusuf argues that he only became aware of the extent of the Hameds' withdrawals of partnership funds upon the 2010 return of the voluminous documentation seized by the FBI in 2002. However, affidavit evidence shows that all documents seized by the FBI were not only available to the defendants in the criminal matter, including Yusuf, but were, in fact, thoroughly reviewed by them, through their lawyers, on multiple occasions. See Hamed's Reply re Statute of Limitations, Exhibit 4-B (Declaration of Special Agent Thomas L. Petri) (noting that in 2003, subsequent to the return of the indictment, counsel were given complete access to seized evidence, and that a team of four to five individuals led by the attorney for defendants reviewed evidence at the FBI office on St. Thomas for several weeks).

of the partnership.³¹ While Hamed may not have had the foresight to know that the 1993 true-up would be the last undertaken, the fact that the partners waited approximately seven years—since the founding of the partnership in 1986—to conduct the first and only complete reconciliation of the accounts between them demonstrates that Hamed was equally content with this practice of informal and sporadic accounting.

Furthermore, both partners were clearly aware, during the entire life of the partnership, of their mutual practice of making, either personally or through their sons, unilateral withdrawals of partnership funds documented by hand-written receipts and controlled only by the honor system. Additionally, by at least 2001 and likely before, Hamed and Yusuf were similarly aware that substantial monies deposited in the store safes were being deliberately kept off the partnership books, and that all involved acted without hesitation in destroying voluminous records of cash withdrawals thereby rendering any independently verifiable accounting or audit impossible. Certainly, by the time of the 2003 filing of the Third Superseding Indictment in the criminal case recounting the cash diversion scheme implemented by the officers of United, even the most trusting individual would have sufficient reason to suspect malfeasance, thereby putting both partners on inquiry notice.³²

Thus, on the basis of the pleadings and evidence of record, it is clear that both Hamed and Yusuf, personally and through their sons as agents, had actual notice of the informal and imprecise

³¹ Even the 1993 “true-up” itself was merely an informal reconciliation. As Hamed explains, “reliable books have only been attempted since an order from the District Court in the criminal case requiring such an accounting.” See Plaintiff’s Comments Re Proposed Winding-Up Order, filed October 21, 2014, at 11.

³² This notion is perhaps best, and most memorably, expressed in Martin Scorsese’s 1995 film, *Casino*, in which the gangster, Nicky Santoro, played by Joe Pesci, remarks of the men conducting the skim operation at the fictional Tangiers Casino: “You gotta know that the guy who helps you steal... even if you take care of him real well... he’s gonna steal a little extra for himself. Makes sense, don’t it?”

nature of the accounting practices of the partnership since at least 1993, as well as actual notice of the deliberate destruction of substantial accounting records in 2001. In turn, even if the partners were ignorant of any one withdrawal of partnership funds considered in isolation, they both had actual notice of the significant potential for abuse inherent in their chosen method of record keeping, and therefore constructive, if not actual, notice of the need to protect their respective partnership interests by action pursuant to 26 V.I.C. § 75(b).

Additionally, by his acquiescence to such inadequate record keeping and his inexcusable delay in seeking to enforce his rights under 26 V.I.C. §§ 71(a) and 75(b), each partner has irrevocably prejudiced the ability of the other to respond to the various allegations against him. Here, as in *Williams* “the passage of time puts [each partner] at an unfair disadvantage in responding to the merits of [the other partner’s] claims.” 2010 Conn. Super. LEXIS 2344, at *39-40. Similarly, “because many of [the] claims involve how transactions were or were not recorded... an analysis of those claims would likely involve testimony” from the partners and their sons, yet, how much they might remember concerning the details of a transaction completed a decade earlier “is questionable, at best.” *Id.* Lastly, while the court in *Williams* concluded that the defendant was prejudiced despite the production of “substantial records,” here, in the absence of complete or comprehensive records, the partners are even more so “at a distinct disadvantage” in any attempt to “recreate or find decades of accounting records.” *Id.* at *40. Thus, the Court concludes that consideration of the principles underlying the doctrine of laches strongly supports

the imposition of an equitable limitation on the submission of § 71(a) claims in the accounting and distribution phase of the Wind Up Plan.³³

Policy Considerations

Moreover, imposing such a limitation furthers the clear policy goals of the legislature as embodied by RUPA. In *Fike v. Ruger*, the Delaware Chancery Court examined statutory language identical to 26 V.I.C. § 75, and determined that “it is clear under RUPA that a right of action arising during the life of a partnership is not revived merely because dissolution occurs and a separate right to an accounting on dissolution arises.” *Id.* at 263. While the common law and prior statutory scheme “placed partners in the predicament of either causing a dissolution to resolve disputes or continuing the partnership despite a cloud of conflict and uncertainty hanging over it, the drafters of [RUPA] included Section 22 [26 V.I.C. § 75], specifically authorizing actions prior to dissolution.” *Id.* “The effect of those rules is to compel partners to litigate their claims during the life of the partnership or risk losing them.” National Conference of Commissioners on Uniform State Laws; Uniform Partnership Act; Section 405(c) comment 4.

Both partners’ claims, as presented in this matter, must be construed as actions for dissolution, wind up, and accounting under § 75(b)(2)(iii). Yet, each partner could have, and under the policy considerations undergirding RUPA, should have, brought his claims concerning individual withdrawals of partnership funds or other transactions, with or without an

³³ In addition to laches, consideration of the equitable doctrine of unclean hands also supports the impositions of an equitable limitation on the partners’ § 71(a) claims. “It is an ancient and established maxim of equity jurisprudence that he who comes into equity must come with clean hands. If a party seeks relief in equity, he must be able to show that on his part there has been honesty and fair dealing.” *SBRMCOA, LLC v. Morehouse Real Estate Invs., LLC*, 62 V.I. 168, 205-06, (V.I. Super. Ct. 2015) (quoting *Sunshine Shopping Ctr., Inc. v. KMart Corp.*, 85 F. Supp. 2d 537, 544 (D.V.I. 2000)). As explained above, both partners bear responsibility for the dismal state of partnership records, and for allowing the practice of unilateral withdrawal of partnership funds to continue unchecked, in the absence of accurate records. Additionally, as both partners, through their sons as agents, engaged in the deliberate destruction of accounting records, neither partner can be said to have come to Court in this matter with clean hands.

accompanying action for accounting, as each partner became aware or should have become aware of those transactions pursuant to § 75(b). Such a policy not only furthers the traditional goals of the statute of limitations by preventing prejudice to defendants resulting from the inevitable decay of memory and other evidence, but also prevents litigants from imposing upon the judiciary, and in turn the taxpayer, the burden of individually evaluating the validity of numerous disputed transactions decades after the fact. In this instance, the stated policy of RUPA clearly prevents both Hamed and Yusuf from imposing upon the Court the great burden of sorting through the ramshackle patchwork of evidence supporting their § 71(a) claims, to reconstruct decades' worth of partnership accounts, when the partners, who deliberately determined not to keep accurate records in the first place, were themselves content to carry on conducting partnership business despite having full knowledge of the pattern of conduct of which they now, belatedly, complain.

Conclusion

“Equity aids the vigilant, not those who slumber upon their rights.” *Kan. v. Colo.*, 514 U.S. 673, 687 (1995) (quoting Black's Law Dictionary 875 (6th ed. 1990)). And in keeping with this great maxim of jurisprudence, the Court concludes that considerations of laches, in addition to the express policy goals of the legislature as embodied by RUPA, justify the imposition of an equitable limitation on the submission of the partners' § 71(a) claims to the Master in the accounting and distribution phase of the Final Wind Up Plan. Because each of these § 71(a) claims could have, and should have, been pursued as they arose as causes of action under § 75(b)(1) to “enforce the partner's rights under the partnership agreement,” the Court finds that such actions, had they been brought individually, would be subject, either directly or by analogy, to the six year limitations

period outlined in 5 V.I.C. § 31(3)(A) as a species of an action upon contract.³⁴ Therefore, the Court exercises the significant discretion it possesses in fashioning equitable remedies to restrict the scope of the accounting in this matter to consider only those § 71(a) claims that are based upon transactions occurring no more than six years prior to the September 17, 2012 filing of Hamed's Complaint.³⁵

³⁴ Alternatively, these claims could have been pursued under 26 V.I.C. § 75(b)(2)(i) to "enforce the partner's rights under sections 71, 73, or 74 of this chapter," which, as "action upon a liability created by statute," are also subject, whether directly or by analogy, to a six year limitations period under 5 V.I.C. § 31(3)(B).

³⁵ Yusuf has argued that certain § 71(a) claims are effectively undisputed, and that "if it is undisputed that payments were made to a partner, even without authorization, then to exclude them from an accounting for that reason would be entirely arbitrary." First, it appears doubtful, based upon the record and the representations of the parties in this matter, that any claim submitted by either party would truly be undisputed. But, even if some claims were, in fact, undisputed, because of the great dearth of accurate records there exists such an element of chance in any attempt to reconstruct the partnership accounts that an accounting reaching back to the date of the last partnership true-up in 1993 would ultimately be no more complete, accurate, or fair, than an accounting reaching back only to 2006.

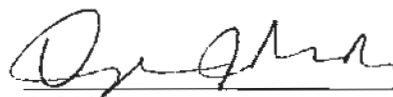
In light of the foregoing, it is hereby

ORDERED that Defendants' Motion for Partial Summary Judgment on Counts IV, XI, and XII Regarding Rent is DENIED, as to Counts IV and XII. It is further

ORDERED that Hamed's Motion for Partial Summary Judgment re the Statute of Limitations Defense Barring Defendants' Counterclaim Damages Prior to September 17, 2006 is DENIED. It is further

ORDERED that the accounting in this matter, to which each partner is entitled under 26 V.I.C § 177(b), conducted pursuant to the Final Wind Up Plan adopted by the Court, shall be limited in scope to consider only those claimed credits and charges to partner accounts, within the meaning of 26 V.I.C § 71(a), based upon transactions that occurred on or after September 17, 2006.

DATED: July 21, 2017.



DOUGLAS A. BRADY
Judge of the Superior Court


ATTEST: ESTRELLA GEORGE
Clerk of the Court

By:



Court Clerk Supervisor

CERTIFIED A TRUE COPY

DATE: July 24, 2017
ESTRELLA H. GEORGE
ACTING CLERK OF THE COURT
BY: 

COURT CLERK EG

Exhibit 18

Motion for Partial Summary Judgment on Counts IV, XI and XII Regarding Rent. Although the Rent Order awarded certain amounts of rent to United during this period, the award did not address the increased rent claimed by United. The outstanding balance of the increased rent claimed as to Bay 1, net of the rent recovered pursuant to the Rent Order, is \$6,974,063.10. *See* calculation of additional rents attached as Exhibit C to the Original Claims.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: Although this debt is disputed, it is fully briefed and ready for determination by the Master.

2. Bays 5 and 8

Likewise, outstanding rent is due to United for Bays 5 and 8 of the United Shopping Plaza. These amounts were not adjudicated in the Rent Order and they remain an outstanding rent claim against the Partnership. The total amount due to United for unpaid rent for Bays 5 and 8 is \$793,984.34. *See* the Yusuf Declaration at ¶¶ 21-25.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: Although this debt is disputed, it is fully briefed and it is ready for determination by the Master.

3. Interest on Rent Claims

The interest that accrued at 9% per annum on the rent actually awarded by the Rent Order (\$6,248,924.14) is \$881,955.08 as of May 11, 2015, when that rent was paid to United. *See* calculation of interest on Bay 1 rent attached as Exhibit D to the Original Claims.¹³

Disputed/Undisputed, Ripe for Determination or Discovery Needed: Although this debt may be disputed, it is ripe for decision by the Master.

The interest due for the unpaid rent on Bays 5 and 8 is also claimed by United. The total interest calculated at 9% per annum for the period from May 17, 2013 through September 30,

¹³ This amount does not include any interest accruing at the 9% rate on each month's unpaid rent from June 1, 2013 through March 8, 2015.

2016 is \$241,005.18. Such interest continues to accrue at the daily rate of \$195.78 until paid. See calculation of interest on Bays 5 and 8 rent attached as Exhibit E to the Original Claims.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: It is Yusuf's position that the issue of interest upon the unpaid rent for Bays 5 and 8 cannot be adjudicated until the claim for the unpaid rent is resolved. Once the unpaid rent for Bays 5 and 8 is resolved, the interest calculation can be readily determined by the Master.

C. Reimbursement For Gross Receipts Taxes Paid by United

As Yusuf has testified without contradiction (*see* transcript of Yusuf's deposition of April 2, 2014 at pages 53-4), the Partners originally agreed that the Plaza Extra Stores would pay all gross receipts taxes and insurance relating to United's Shopping Center. The Partners acted on this agreement for the life of the Partnership, as reflected in the actual payment of these expenses with funds from the Plaza Extra Stores for more than 28 years. The Partnership owes United for certain gross receipts taxes United paid on behalf of the Partnership totaling \$60,586.96, which were never reimbursed. *See* Exhibit F to the Original Claims, Summary and Evidence of United Payment of Gross Receipts Taxes.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: This debt is disputed. The Master will need to determine whether United's gross receipts taxes and insurance were treated as part of the expenses of the Partnership. Additional discovery is needed on this issue.

D. Black Book Balance Owed to United

A black ledger book (the "Black Book") was used by the Partners to track spending and withdrawals as between the Partners and their families as well as by United on behalf of the Plaza Extra Stores. Certain entries from the Black Book are accounted for in the BDO Report

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October, 2017, I caused the foregoing **Yusuf's Amended Accounting Claims Limited to Those Claims Arising After September 17, 2012** to be served upon the following via e-mail:

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

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

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

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

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



R:\DOCS\6254\1\DRFTPLDG\17J0526.DOCX

Exhibit 19

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

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

PLAINTIFF/COUNTERCLAIM DEFENDANT,

v.

**FATHI YUSUF AND UNITED
CORPORATION,**

DEFENDANTS/COUNTERCLAIMANTS,

v.

**WALEED HAMED, WAHEED HAMED,
MUFEEED HAMED, HISHAM HAMED,
AND PLESSEN ENTERPRISES, INC.,**

COUNTERCLAIM DEFENDANTS.

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

PLAINTIFF,

v.

UNITED CORPORATION,

DEFENDANT.

MOHAMMAD HAMED,

PLAINTIFF,

v.

FATHI YUSUF,

DEFENDANT.

Civil No. SX-12-CV-370

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

CONSOLIDATED WITH

Civil No. SX-14-CV-287

**ACTION FOR DAMAGES and
DECLARATORY JUDGMENT**

CONSOLIDATED WITH

Civil No. SX-14-CV-378

**ACTION FOR DEBT and
CONVERSION**

ORDER

Y-3 and Y-4

EXHIBIT

19

THIS MATTER came before the Special Master (hereinafter “Master”) on United’s motion for recovery of additional rent from the Partnership as holdover tenant at Bay 1.¹ Hamed filed an opposition and United filed a reply thereafter.

In its motion, United pointed out that “there has never been any dispute that the Partnership was to pay rent to United and that Yusuf, as agent for United, determined the amount of rent and time of payment” and that “Judge Brady made various findings regarding the rent due from the Partnership to United including that Yusuf was ‘in charge of the rent’ and ‘controlled’ it in his Order awarding substantial past due rent to United.” (Motion, p. 2) United explained that, “[i]n September 2010, United provided notice to the Partnership by communicating with both Waleed Hamed and Mohammad Hamed of its intention to end the landlord-tenant relationship at the Plaza Extra East store, terminated the lease, and requested that the Partnership vacate the premises.” (Id., at p. 3) United further explained that “[b]eginning on January 1, 2012 through March 31, 2012, United provided notice to the Partnership that rent was increased to \$200,000.00 per month plus 1% interest on the unpaid balance if the premises was not vacated before then” and “beginning on April 1, 2012 through March 8, 2015, United provided formal notice of increased rent of \$250,000 per month.”² (Id.) Nevertheless, Hamed did not vacate the premises. (Id.) United argued that “it had authority to require the additional increased rent” and that the “total outstanding balance of the increased

¹ The Master was appointed by the Court to “direct and oversee the winding up of the Hamed-Yusuf Partnership” (Sept. 18, 2015 order: Order Appointing Master) and “make a report and recommendation for distribution [of Partnership Assets] to the Court for its final determination.” (January 7, 2015 order: Final Wind Up Plan) The Master finds that that United’s claim for additional rent from the Partnership as holdover tenant falls within the scope of the Master’s report and recommendation given that the aforementioned claim is an alleged debt owed by the Partnership to United.

² United also argued, through the August 12, 2014 Declaration of Fathi Yusuf, that “[w]hile United claims the authority to require payment of the increased rent [to \$200,000.00 per month plus 1% interest on the unpaid balance from January 1, 2012 through March 31, 2012, and to \$250,000.00 per month plus 1% interest on the unpaid balance from April 1, 2012 and onward], there is no dispute that rent is due from January 1, 2012 to date at least in the amount based on the same percentage of sales formula used to calculate the rent payment covering the period May 5, 2004 to December 31, 2011 that was made on February 7, 2012.” (Yusuf Decl., ¶ 17)

rent claimed as to Bay 1 for the period of the holdover calculated at the increased rate at which United had provided formal notice.” (Id.) United further argued that “[a] tenant is under a duty, it being a covenant express or implied in all lease, to deliver up possession of the premises to the landlord upon the expiration or termination of the lease.” (Id., at p. 4) Thus, United concluded that “[a]s proper warnings were provided, United is entitled to recover the increased rent rates from the Partnership as a holdover tenant net of the rent already received.” (Id., at p. 5)

In its opposition, Hamed pointed out that “[i]n 2012, Yusuf and Hamed agreed on rent at the Plaza East store of \$58,791.38 per month” and that “[t]he Hamed-Yusuf Partnership has already fully paid Yusuf’s United Corporation the agreed monthly rent of \$58,791.38 through the time the store was vacated in 2015.” (Opp., p. 2) Hamed further pointed out that “[n]o other claim for a ‘reasonable rent increase’ or ‘special damages’ was ever sought by Yusuf” so “any new claims are no barred.” (Id.) Hamed also pointed out that “[t]he additional rent being sought is punitive “holdover” rent, almost **five times the agreed upon amount.**” (Id.) (Emphasis in original) Moreover, Hamed also pointed out that “there was no *agreement* as to the amount of rent in any holdover period.” (Id.) (Emphasis in original) Hamed argued that, since the Supreme Court of the Virgin Islands has yet to rule on whether “the law requires a holdover tenant to simply pay whatever amount is set by the Landlord,” as United asserted, a Banks analysis was required. (Id.) Upon performing a Banks analysis, Hamed found that “the best rule for the Virgin Islands is the overwhelming majority rule – the holdover tenant pays the existing rent, unless the landlord has proved in the record there is a more reasonable, commercial rate.” (Id., at p. 6) As such, Hamed concluded that “Yusuf has failed to prove [the rent] is a commercially reasonable rent increase” and therefore, the Court should deny United’s motion. (Id.)

In its reply, United pointed out that while “Hamed continues to address this claim as a Yusuf claim, which Hamed argues cannot now be raised,” this is “claim by United against the Partnership as a holdover tenant for additional rent incurred following notice and refusal to vacate” and thus “the claim is not new or otherwise barred under a theory that it has not been previously pursued and it is properly before the Master.” (Reply, p. 2-3) United further pointed out that Hamed mischaracterized Virgin Islands law with regards to the rent of a holdover tenant because under *Malling-Holm v. Feiner*, 4 V.I. 341, 347-48 (Terr. Ct., 1962), the Territorial Court determined that “with the right to terminate the tenancy...carries the right to fix by notice a new rental rate for a new period” and that “tenant is liable for the increase, although he objects, if he holds beyond the term after notice of the increase.” (Id., at p. 3) Moreover, United also pointed out that “holdover rental rates which are designed to incentivize the holdover tenant to vacate are typical” and that “[m]any states have statutory rates doubling the current rate and negotiations proceed from this baseline.” (Id., at p. 6) As such, United concluded that “[s]ince proper notices were provided, United is entitled to recover the increased rent rates from the Partnership as a holdover tenant net of the rent already received.” (Id., at p. 7) However, United noted that “[i]n the event that the Master is disinclined to award the full amount of the increased rent for any reason, United respectfully requests the opportunity to establish its entitlement to recover the difference, if any, between the rent actually paid and, at a minimum, the market rate or more appropriately, the typical holdover rate for the period in question.” (Id.)

DISCUSSION

A. Yusuf Claim v. United Claim

While Hamed argued that this is a claim by Yusuf, and is therefore, barred because it is a new claim, it is clear that it is United’s claim, and not Yusuf’s claim, as evidenced by the

fact that it was United that filed the motion to withdraw rent, dated September 9, 2013 and sought to collect an increased rent sum. (April 27, 2015 memorandum opinion and order: Rent Order) Accordingly, the Master finds that this is a claim by United and not barred as a new claim.

B. Fiduciary Duties of a Partner

Under Title 26 V.I.C. § 74, a partner owes the partnership the fiduciary duties of loyalty and care. Title 26 V.I.C. § 74(a) (“The only fiduciary duties a partner owes to the partnership and the other partners are the duty of loyalty and the duty of care set forth in subsections (b) and (c) of this section.”); *See also*, *Woodson v. Akal*, No. ST-16-CV-399, 2017 V.I. LEXIS 130, at *8 n.4 (Super. Ct. Aug. 17, 2017) (noting that Title 26 V.I.C. § 74 specifies “the fiduciary duties of loyalty and due care owed in a partnership”). More specifically, Title 26 V.I.C. § 74 provides that “[a] partner’s duty of loyalty to the partnership and the other partners is...to refrain from dealing with the partnership in the conduct or winding up of the partnership business as or on behalf of a party having an interest adverse to the partnership. Title 26 V.I.C. § 74(b)(2). Furthermore, Title 26 V.I.C. § 74 also stated that “[a] partner shall discharge the duties to the partnership and the other partners under this chapter or under the partnership agreement and exercise any rights consistently with the obligation of good faith and fair dealing.” Title 26 V.I.C. § 74(d).

In this instance, Yusuf and Hamed are partners of the Partnership (Wind up Order ¶ 1.24). At the same time, Yusuf is also the principal shareholder of United, the landlord of the Partnership at Bay 1. Acting on behalf of United, Yusuf terminated the Partnership’s lease at Bay 1, treated the Partnership as a holdover tenant, and raised the rent from \$58,791.38 to \$200,000.00 and \$250,000.00. While “[a] partner does not violate a duty or obligation under this chapter or under the partnership agreement merely because the partner's conduct furthers

the partner's own interest" under Title 26 V.I.C. § 74(e), Yusuf's conduct went beyond furthering his own interest. Here, Yusuf dealt with the Partnership on behalf of a party—namely, United—having an interest adverse to the Partnership, in violation of Title 26 V.I.C. § 74(b)(2). Additionally, Yusuf did not act consistently with the obligation of good faith and fair dealing, in violation of Title 26 V.I.C. § 74(d). Thus, the evidence and facts surrounding Yusuf's action through United—terminating the lease with the Partnership at Bay 1, treating the Partnership as a holdover tenant, and raising United's rent significantly higher than the agreed upon rent—demonstrates a transaction prohibited by law and tainted by a conflict of interest and self-dealing.³

³ Even if United is correct that the rent due from January 1, 2012 onward should be “based on the same percentage of sales formula used to calculate the rent payment covering the period May 5, 2004 to December 31, 2011 that was made on February 7, 2012,” (*supra*, fn. 2) the Master still finds the evidence and facts surrounding Yusuf's action through United—terminating the lease with the Partnership at Bay 1, treating the Partnership as a holdover tenant, and raising United's rent significantly higher than the agreed upon rent—demonstrates a transaction prohibited by law and tainted by a conflict of interest and self-dealing.

In *Hamed v. Yusuf*, 62 V.I. 38, 46-47 (Super. Ct., July 22, 2014), the Court addressed the fiduciary duty of a controlling shareholder in a closely held corporation. The Master finds the fiduciary duties of a partner in a partnership closely analogous to the fiduciary duty of a majority shareholder in a closely held corporation and therefore, finds the analysis therein helpful in this instance.

The general rule is that “a majority shareholder has a fiduciary duty not to misuse his power by promoting his personal interest at the expense of the corporate interests.” *United States v. Byrum*, 408 U.S. 125, 92 S. Ct. 2382, 33 L. Ed. 2d 238 (1972); *see also Overfield v. Pennroad Corporation*, 42 F. Supp. 586 (E.D.Pa.1941). Adherence by the majority interest to a fiduciary duty of strict fairness is particularly critical in the context of a closely-held corporation.”

Controlling shareholders are allowed to engage in self-dealing if the transaction is intrinsically fair to the corporation *See Sinclair Oil Corp. v. Levien*, 280 A.2d 717, 719-20 (Del. 1971). However, “those asserting the validity of the corporation's actions have the burden of establishing its entire fairness to the minority stockholders, sufficient to ‘pass the test of careful scrutiny by the courts.’” *Matter of Reading Co.*, 711 F.2d 509, 517 (3d Cir. 1983) (*citing Singer v. Magnavox Co.*, 380 A.2d 969, 976-77 (Del.1977)).

In assessing the fairness of a corporate transaction, courts consider the transaction's price or consideration involved as well as the transaction's effect on the corporation's *status quo* following the implementation of the transaction. *See In re Athos Steel and Aluminum, Inc.*, 71 B.R. 525 (B.K. E.D. Pa. 1987); *Reifsnnyder v. Pittsburgh Outdoor Advertising Co.*, 396 Pa. 320, 152 A.2d 894 (1959).

Courts in the Third Circuit are less prone to examine the suspicious circumstances surrounding the transaction or the advantage conferred on the self-dealing party. *In re Athos Steel and Aluminum, Inc.*, 71 B.R. at 542 (“The real crux of Athos Steel minority shareholders' objection is their assertion that the transaction was designed primarily to give D. Wechsler control of Athos Realty. However, I conclude that the intent to control Athos Realty, by itself, was not improper as to the Athos Steel minority shareholders.”).

Instead, courts examine the adequacy and fairness of the consideration when determining whether the transaction was objectively in the corporation's best interest. (“Nothing in the evidence indicated that

CONCLUSION

Based on the foregoing, the Master will deny United's motion for recovery of additional rent from the Partnership as holdover tenant at Bay 1. Accordingly, it is hereby:

ORDERED that United's motion for recovery of additional rent from the Partnership as holdover tenant at Bay 1 is **DENIED WITH PREJUDICE**.

DONE and so **ORDERED** this 13th day of March, 2018.


EDGAR D. ROSS
Special Master

the purchase price of the Athos Realty stock was unduly high, thus granting Ash and L. Wechsler a windfall profit.") *Id.* at 541.

More specifically, "[t]he Court looks not to the benefit conferred upon the majority directors but rather on the potential beneficial or negative effects on the corporation. *Hamed*, 62 VI at 47. Here, after scrutinizing the action of Yusuf, the Court cannot conclude that terminating the Lease, treating the Partnership as a holdover tenant, and raising the rent significantly higher than the agreed upon rent is intrinsically fair to the Partnership because of the negative effects on the Partnership. Thus, under the "intrinsically fair" test, Yusuf has not met his burden to establish that the transaction is intrinsically fair, from a business standpoint, to the Partnership and its partners. *See also Yusuf v. Hamed*, No. SX-13-CV-120, 2016 V.I. LEXIS 38, at *20 (Super. Ct. Apr. 19, 2016) ("Thus, in order for the Court to approve the disclosed interested director transaction, the transaction must be intrinsically fair to the corporation and its shareholders.").

Exhibit 20

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

WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)

Plaintiff/Counterclaim Defendant,)

v.)

FATHI YUSUF and UNITED CORPORATION,)

Defendants/Counterclaimants,)

v.)

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

Additional Counterclaim Defendants.)

WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)

Plaintiff,)

v.)

UNITED CORPORATION,)

Defendant.)

WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)

Plaintiff,)

v.)

FATHI YUSUF,)

Defendant.)

FATHI YUSUF and)
UNITED CORPORATION,)

Plaintiffs,)

v.)

THE ESTATE OF MOHAMMAD HAMED,)
Waleed Hamed as Executor of the Estate of)
Mohammad Hamed, and)
THE MOHAMMAD A. HAMED LIVING TRUST,)

Defendants.)

CIVIL NO. SX-12-CV-370

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

Consolidated With

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND
DECLARATORY JUDGMENT

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND
CONVERSION

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE
FRAUDULENT TRANSFERS

Y-3 and Y-4

EXHIBIT

20

DUDLEY, TOPPER
AND FEUERZEIG, LLP

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

**RESPONSE TO HAMED'S THIRD REQUEST TO
ADMIT PURSUANT TO THE CLAIMS DISCOVERY
PLAN OF 1/29/2018, NOS. 7-29 OF 50**

~~Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation~~
("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and
Feuerzeig, LLP, hereby provide their Responses to Hamed's Third Request to Admit Pursuant
to the Claims Discovery Plan of 1/29/2018, Nos. 7-29 of 50 as to:

GENERAL OBJECTIONS

Defendants make the following general objections to the Requests to Admit. These
general objections apply to all or many of the Requests to Admit, thus, for convenience, they are
set forth herein and are not necessarily repeated after each objectionable Request to Admit. The
assertion of the same, similar, or additional objections in the individual responses to the Requests
to Admit, or the failure to assert any additional objections to a discovery request does not waive
any of Defendants' objections as set forth below:

(1) Defendants object to these Requests to Admit to the extent they may impose
obligations different from or in addition to those required under the Virgin Islands Rules of Civil
Procedure.

(2) Defendants object to these Requests to Admit to the extent that they use the words
"any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not
~~reasonably calculated to lead to the discovery of admissible evidence.~~

Request to Admit 8 of 50:

Request to admit number 8 of 50 relates to Claim Y-3 - as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Interest on Bay 1 Rent Already Awarded by the Court on 4/27/2015."

Admit or Deny that there was no written agreement between Hamed and Yusuf effective after September 17, 2012, (the date that Hamed sued Yusuf) that the Partnership would pay interest on Bay 1.

Response:

Admitted.

Request to Admit 9 of 50:

Request to admit number 9 of 50 relates to Claim Y-4 – as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Interest on Bays 5 & 8."

Admit or Deny that there was no written agreement between Hamed and Yusuf after the date that Hamed sued Yusuf in 2012 that the Partnership would pay rent on Bays 5 & 8.

Response:

Admitted.

Request to Admit 10 of 50:

Request to admit number 10 of 50 as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master relates to Claim Y-5 as "Reimburse United for Gross Receipt Taxes," Claim H-150- (old Claim No. 3002a) "United Shopping Center's gross receipt taxes," H-152 (old Claim No. 3008a) "United's corporate franchise tax and annual franchise fees," H-153 (old Claim No. 3009a) "Partnership funds used to pay United Shopping Center's

~~**Response:**~~

~~Yusuf objects to this request as vague and ambiguous since it does not identify any unilateral spending decisions made by Yusuf between January and March, 2013 with which Muhammad Hamed or his counsel disagreed in writing.~~

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: May ^{15th}, 2018

By:



CHARLOTTE K. PERRELL

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: cperrell@dtflaw.com

Attorneys for Fathi Yusuf and United Corporation

Exhibit 21

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

WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)
)
Plaintiff/Counterclaim Defendant,)

v.)

FATHI YUSUF and UNITED CORPORATION,)
)
Defendants/Counterclaimants,)

v.)

WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED, and)
PLESSEN ENTERPRISES, INC.,)
Additional Counterclaim Defendants.)

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

v.)

UNITED CORPORATION,)
)
Defendant.)

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

v.)

FATHI YUSUF,)
Defendant.)

FATHI YUSUF and)
UNITED CORPORATION,)
)
Plaintiffs,)

v.)

THE ESTATE OF MOHAMMAD HAMED,)
Waleed Hamed as Executor of the Estate of)
Mohammad Hamed, and)
THE MOHAMMAD A. HAMED LIVING TRUST,)
)
Defendants.)

CIVIL NO. SX-12-CV-370

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

Consolidated With

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND
DECLARATORY JUDGMENT

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND
CONVERSION

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE
FRAUDULENT TRANSFERS

Y-3 and Y-4

EXHIBIT
21

DUDLEY, TOPPER
AND FEUERZEIG, LLP

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

**RESPONSE TO HAMED'S FOURTH REQUEST FOR PRODUCTION OF
DOCUMENTS NOS. 19-27 OF 50 PURSUANT TO THE CLAIMS DISCOVERY PLAN**

~~Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation~~
("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and
Feuerzeig, LLP, hereby provide their Responses to Hamed's Fourth Request for Production of
Documents Pursuant to the Claims Discovery Plan of 1/29/2018, as to H-1: Reimbursement
for Sale of the Dorothea Condo H-144: \$900,00 Estimated Tax Payment Four United
Corporation Shareholders Y-2: Rent for Bays 5&8 Y-10: Past Partnership Withdrawals – Receipts
Y-11: Lifestyle Analysis Y-14: Half of Value of Six Containers.

GENERAL OBJECTIONS

Defendants make the following general objections to the Requests for Production. These
general objections apply to all or many of the Requests for Production, thus, for convenience,
they are set forth herein and are not necessarily repeated after each objectionable Requests for
Production. The assertion of the same, similar, or additional objections in the individual
responses to the Requests for Production, or the failure to assert any additional objections to a
discovery request does not waive any of Defendants' objections as set forth below:

(1) Defendants object to these Requests for Production to the extent they may impose
obligations different from or in addition to those required under the Virgin Islands Rules of Civil
Procedure.

RFPDs 21 of 50:

Request for the Production of Documents, 21 of 50, relates to Y-2: "Rent for Bays 5 & 8,"

With respect to Y-2, please provide all documents demonstrating a written agreement that Hamed or the Partnership agreed to pay rent for Bays 5 & 8, including any documents establishing the amount of rent, a signed lease agreement and any prior payments of rent on Bays 5 & 8, include but do not limit this to any writings after Hamed brought suit in September of 2012, that would show any such consent or agreement continued after that suit.

Response:

Defendants submit that information responsive to this Request for Production is set forth in Fathi Yusuf's earlier declaration he explained that "[u]nder the business agreement between Hamed and me that I now describe as a partnership, profits would be divided 50-50 after deduction for rent owed to United, among other expenses" and that "[u]nder our agreement, I was the person responsible for making all decisions regarding when the reconciliation would take place" and that Yusuf had the discretion to determine when the reconciliation would take place. *See* August 12, 2014 Yusuf Declaration, p. 2.

[Need to find out from Mr. Yusuf whether any prior payments were made as to Bays 5 and 8.]

RFPDs 22 of 50:

Request for the Production of Documents, 22 of 50, relates to Y-10, "Past Pship Withdrawals – Receipts."

With respect to Y-10, please provide all documents demonstrating a reconciliation of the Plaza Extra West and St. Thomas stores receipts occurring at the same time as the Plaza Extra East

Response:

To the extent that information has not already been provided to Hamed pursuant to briefing relating to this claim, Defendants will supplement their response to this Request.

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: May 15th, 2018

By: 

CHARLOTTE K. PERRELL

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: cperrell@dtflaw.com

*Attorneys for Fathi Yusuf and United
Corporation*

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

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

(340) 774-4422

HAMD660349

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

WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)
)
Plaintiff/Counterclaim Defendant,)

v.)

FATHI YUSUF and UNITED CORPORATION,)
)
Defendants/Counterclaimants,)

v.)

CIVIL NO. SX-12-CV-370

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

WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED, and)
PLESSEN ENTERPRISES, INC.,)
Additional Counterclaim Defendants.)

Consolidated With

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

v.)

UNITED CORPORATION,)
)
Defendant.)

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND
DECLARATORY JUDGMENT

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

v.)

FATHI YUSUF,)
Defendant.)

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND
CONVERSION

FATHI YUSUF and)
UNITED CORPORATION,)
)
Plaintiffs,)

v.)

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE
FRAUDULENT TRANSFERS

THE ESTATE OF MOHAMMAD HAMED,)
Waleed Hamed as Executor of the Estate of)
Mohammad Hamed, and)
THE MOHAMMAD A. HAMED LIVING TRUST,)
)
Defendants.)

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

**RESPONSE TO HAMED'S FIFTH REQUEST FOR PRODUCTION OF DOCUMENTS
NOS. 28-36 OF 50 PURSUANT TO THE CLAIMS DISCOVERY PLAN**

~~Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation~~
("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Responses to Hamed's Fifth Request for Production of Documents Pursuant to the Claims Discovery Plan of 1/29/2018.

GENERAL OBJECTIONS

Defendants make the following general objections to the Requests for Production. These general objections apply to all or many of the Requests for Production, thus, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Requests for Production. The assertion of the same, similar, or additional objections in the individual responses to the Requests for Production, or the failure to assert any additional objections to a discovery request does not waive any of Defendants' objections as set forth below:

(1) Defendants object to these Requests for Production to the extent they may impose obligations different from or in addition to those required under the Virgin Islands Rules of Civil Procedure.

(2) Defendants object to these Requests for Production to the extent that they use the words "any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

(3) Defendants object to these Requests for Production to the extent they seek ~~information which is protected by the attorney-client privilege or work-product doctrine,~~

RFPDs 33 of 50:

SUBSTANTIALLY THE SAME AS YUSUF RFPD 8. For any allocation set forth in Exhibits 1-5, please produce all underlying documents relating to any such allocation

Response:

All of the underlying documents supporting the allocations set forth in Exhibits 1-5 were produced via a flash-drive labeled as Exhibit J-1 and delivered to Counsel for Hamed on October 4, 2016, as part of the submission Yusuf's original Accounting Claims and Proposed Distribution.

RFPDs 34 of 50:

SUBSTANTIALLY THE SAME AS YUSUF RFPD 9. Please produce all documents relating to your claim that rent is due from the Partnership to occupying Bay 5 and Bay 8.

Response:


See Exhibit D – Declaration of Fathi Yusuf, attached to Yusuf's original Accounting Claims and Proposed Distribution previously served upon counsel for Hamed on September 30, 2016.

~~Defendants further object to this Request for Production because it seeks personal financial information concerning Yusuf's sons, who are not parties to this case.~~

Defendants further object to this Request for Production because it seeks personal information when there has been no allegation that monies were removed from the partnership by any member of the Yusuf family which were not otherwise disclosed to the Hameds. Furthermore, unlike the Hameds, the Yusufs had sources of income other than the partnership which would account for income and assets in excess of the funds acknowledged to have been withdrawn from the partnership. Hence, the discovery is irrelevant because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: May 5th, 2018

By: 
CHARLOTTE K. PERRELL
(V.I. Bar #1281)
Law House
1000 Frederiksberg Gade - P.O. Box 756
St. Thomas, VI 00804-0756
Telephone: (340) 715-4422
Facsimile: (340) 715-4400
E-Mail: cperrell@dtflaw.com

Attorneys for Fathi Yusuf and United Corporation

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

HAMD660393

Exhibit 22

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

WALEED HAMED, as Executor of the)	
Estate of MOHAMMAD HAMED,)	
)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.)	
	)	ACTION FOR INJUNCTIVE
FATHI YUSUF and UNITED CORPORATION,	)	RELIEF, DECLARATORY
	)	JUDGMENT, AND
Defendants/Counterclaimants,	)	PARTNERSHIP DISSOLUTION,
v.	)	WIND UP, AND ACCOUNTING
)	
WALEED HAMED, WAHEED HAMED,)	
MUFEED HAMED, HISHAM HAMED, and)	
PLESSEN ENTERPRISES, INC.,)	
<u>Additional Counterclaim Defendants.</u>	)	Consolidated With
WALEED HAMED, as Executor of the)	
Estate of MOHAMMAD HAMED,)	
	)	CIVIL NO. SX-14-CV-287
Plaintiff,)	
v.	)	ACTION FOR DAMAGES AND
	)	DECLARATORY JUDGMENT
UNITED CORPORATION,)	
)	
Defendant.)	
<u>WALEED HAMED, as Executor of the</u>)	
<u>Estate of MOHAMMAD HAMED,</u>	)	CIVIL NO. SX-14-CV-278
)	
Plaintiff,	)	ACTION FOR DEBT AND
v.	)	CONVERSION
)	
FATHI YUSUF,)	
)	
Defendant.)	
<u>FATHI YUSUF and</u>)	
<u>UNITED CORPORATION,</u>)	
	)	CIVIL NO. ST-17-CV-384
)	
Plaintiffs,	)	ACTION TO SET ASIDE
v.	)	FRAUDULENT TRANSFERS
)	
THE ESTATE OF MOHAMMAD HAMED,)	
Waleed Hamed as Executor of the Estate of)	
Mohammad Hamed, and)	
THE MOHAMMAD A. HAMED LIVING TRUST,)	
)	
Defendants.)	

Y-3 and Y-4

EXHIBIT
22

**SUPPLEMENTAL RESPONSES
TO HAMED'S DISCOVERY**

~~Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Supplemental Responses¹ to Hamed's Discovery pursuant to discussion and various letters alleging deficiencies, as follows:~~

1. Yusuf Claim Y-2 (for Rent for Bay 5&8), Hamed RTP 21, 34, Interrog. 29:

There are no additional documents responsive to this request beyond the Declaration of Fathi Yusuf dated August 12, 2014 attached as Exhibit 3 to the Defendant's Motion for Partial Summary Judgment on Counts IV, IX and XII Regarding Rent.

~~**2. Yusuf Claim Y 14 (Half of the value of the containers at Plaza Extra Tutu Park), Hamed RFPD 27:**~~

Yusuf has prepared a detailed analysis of the value of the containers attached hereto as Exhibit 1. To support the calculations as to the value of the items stored in the containers, Yusuf submits various invoices for the types of items stored therein at Bate Numbers FY 015045 – 015134 attached hereto.

3. Hamed Claim H-1 (Reimbursement for sale of Dortehea Condo), Hamed Interrog. 3:

Yusuf supplements his earlier response and confirms that proceeds from the sale were paid and completed before 2006. Yusuf has no records of the payments. Interest ~~was paid directly to a charity as part of the agreement to donate any interest.~~

¹Yusuf provides these supplemental responses relating to the claims, which remain in the Part B claim schedule. Yusuf will further supplement any other responses as to claims, which were shifted to the Part A schedule.

~~Consequently, Yusuf reaffirms that this claim is barred by the Limitations Order of Judge Brady.~~

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: December 18, 2018

By:



CHARLOTTE K. PERRELL

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: cperrell@dtflaw.com

Attorneys for Fathi Yusuf and United Corporation

Exhibit 23

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

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

PLAINTIFF/COUNTERCLAIM DEFENDANT,

v.

**FATHI YUSUF AND UNITED
CORPORATION,**

DEFENDANTS/COUNTERCLAIMANTS,

v.

**WALEED HAMED, WAHEED HAMED,
MUFEEED HAMED, HISHAM HAMED,
AND PLESSEN ENTERPRISES, INC.,**

COUNTERCLAIM DEFENDANTS.

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

PLAINTIFF,

v.

UNITED CORPORATION,

DEFENDANT.

MOHAMMAD HAMED,

PLAINTIFF,

v.

FATHI YUSUF,

DEFENDANT.

Civil No. SX-12-CV-370

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

CONSOLIDATED WITH

Civil No. SX-14-CV-287

**ACTION FOR DAMAGES and
DECLARATORY JUDGMENT**

CONSOLIDATED WITH

Civil No. SX-14-CV-378

**ACTION FOR DEBT and
CONVERSION**

ORDER

Y-3 and Y-4

EXHIBIT

23

THIS MATTER came before the Special Master (hereinafter “Master”) on Yusuf’s motion for reconsideration of the Master’s November 14, 2018 order granting Hamed’s motion to strike Yusuf Claim No. Y-13: loss of “going concern” value of Plaza Extra-West¹ and striking Yusuf Claim No. Y-13, filed on December 6, 2018.² Hamed filed an opposition and Yusuf filed a reply thereafter.

BACKGROUND

On November 14, 2018, the Master entered an order whereby the Master found that the Final Wind Up Plan did not bar Yusuf Claim No. Y-13 but that Yusuf had already conceded that Plaza Extra-West cannot be sold as a going concern, and thus, the Master granted Hamed’s motion to strike Yusuf Claim No. Y-13: loss of “going concern” value of Plaza Extra-West and

¹ In Yusuf’s Amended Accounting Claims, Yusuf asserted, *inter alia*, Yusuf Claim No. Y-13: loss of “going concern” value of Plaza Extra-West and explained:

As equal Partners, both Hamed and Yusuf had ownership interests in the "going concern" value of Plaza Extra-West. A "going concern" value recognizes the many advantages that an existing business has over a new business, such as avoidance of start-up costs and improved operating efficiency. In this sense, the "going concern" value of a business represents the difference between the value of an established business and the value of a start-up one. "Going concern" value also indicates the value of a business as an operating, active whole, rather than merely as distinct items of property.

Both Hamed and Yusuf had fiduciary obligations to each other to maintain the "going concern" value of Plaza Extra-West and to behave in such a way as to promote and not diminish its value as an on-going business. An essential component to Plaza Extra-West's on-going business operations was its ability to continue to operate out of its existing location in Estate Plessen. By orchestrating an April 30, 2014 lease of the premises occupied by Plaza Extra-West to a competing business (wholly owned by Hamed's sons), KAC357, Inc., which then took over the operation of the Plaza Extra-West supermarket formerly owned by the Partnership, Hamed effectively appropriated for the benefit of three of his sons the "going concern" value to the Partnership of the supermarket. Hence, Hamed's actions operated to substantially decrease the value of Partnership Assets. Plaza Extra-West's value as a "going concern" at the time that Hamed took such actions was \$8,770,000. *See* Valuation Report of Plaza Extra-West, prepared by Integra Realty Resources, attached as Exhibit P to the Original Claims, at page 55. Hamed's actions thus diminished the value of the Partnership Assets at the time of dissolution by \$8,770,000. As half owner of the Partnership, such actions decreased the value of Yusuf’s Partnership interests by \$4,385,000. As a result, \$4,385,000 should be awarded to Yusuf to compensate him for such loss of value. (Yusuf’s Amended Accounting Claims, pp. 19-20)

² The Master was appointed by the Court to “direct and oversee the winding up of the Hamed-Yusuf Partnership” (Sept. 18, 2015 order: Order Appointing Master) and “make a report and recommendation for distribution [of Partnership Assets] to the Court for its final determination.” (Jan. 7, 2015 order: Final Wind Up Plan) The Master finds that that Yusuf’s instant motion for reconsideration of the Master’s November 14, 2018 order granting Hamed’s motion to strike Yusuf Claim No. Y-13: loss of “going concern” value of Plaza Extra-West and striking Yusuf Claim No. Y-13 falls within the scope of the Master’s report and recommendation given that Yusuf Claim No. Y-13 is an alleged debt owed by Hamed to the Partnership (or in other words, potential Partnership Assets).

struck Yusuf Claim No. Y-13 (hereinafter “November 14, 2018 Order”). The November 14, 2018 Order provided, in relevant part:³

2. Integra Report

Yusuf uses the Integra Report to support Yusuf Claim No. Y-13: loss of “going concern” value of Plaza Extra-West. However, in Yusuf’s proposed plan for winding up the Partnership in 2014,³ Yusuf clearly stated that:

Section 8. PLAN OF LIQUIDATION AND WINDING UP
A. Sale of Plaza Extra Stores as Going Concern vs. Liquidation.

The Plaza Extra Stores cannot be sold as a going concern because of the absence of commercial leases for Plaza Extra - East and Plaza Extra - West and the existence of only a short term (less than 5 years) remaining on the lease between United and Tutu Parle Mall, Ltd. for Plaza Extra - Tutu Park. Hence, liquidation of the Plaza Extra Stores is warranted. (Emphasis added)

Yusuf claimed in his opposition that “he later recognized that this position was incorrect, and instead argued [in his response to Hamed’s comments concerning the Court’s proposed wind-up plan, dated October 28, 2014] that both stores should be sold in a closed bid between Hamed and Yusuf.” (Opp., p. 6) However, Yusuf never stated that he “recognized that this position was incorrect” in the October 28, 2014 document; instead, the October 28, 2014 document shows that Yusuf suggested a close bid sale for Plaza Extra-West without any discussion of his alleged change of position with regards to the “going concern” value of Plaza Extra-West. As such, the Master finds that Yusuf has already conceded that Plaza Extra-West cannot be sold as a going concern.

³ Attached as Exhibit A to Yusuf’s memorandum in support of motion to appoint master for judicial supervision of Partnership winding up or, in the alternative, to appoint receiver to wind up Partnership, dated April 7, 2014.

DISCUSSION

In his motion, Yusuf pointed out that the Master granted Hamed’s motion to strike Yusuf Claim No. Y-13 based upon the Master’s “conclusion that Yusuf ‘has already conceded that Plaza Extra-West cannot be sold as a going concern.’” (Motion, p. 1) Yusuf also pointed

³ Since Yusuf’s motion for reconsideration of the Master’s November 14, 2018 Order only requested the Master to reconsider the part of the November 14, 2018 Order where the Master found that Yusuf had already conceded that Plaza Extra-West cannot be sold as a going concern and thereby granted Hamed’s motion to strike Yusuf Claim No. Y-13 and struck Yusuf Claim No. Y-13, this order for reconsideration need not address the part of the November 14, 2018 Order where the Master found that the Final Wind Up Plan did not bar Yusuf Claim No. Y-13.

out that “[i]t goes without saying that the going concern value of Plaza Extra-West is a hotly contested issue”—“Hamed claims there is no going concern value because of the absence of a lease with the Partnership, whereas Yusuf claims the going concern value is \$8,770,000 based on an expert report dated September 26, 2016 supporting his claim Y-13.” (Id., at pp. 1-2) Yusuf further pointed out that the Master’s November 14, 2018 Order “effectively bars Yusuf from pursuing this claim based on a purported concession contained in Section 8 of Yusuf’s first proposed wind up plan, submitted in April 2014, that was never accepted by the Court and was later modified multiple times by Yusuf before the Court entered its Order Adopting Final Wind Up Plan dated January 7, 2015.” (Id., at p. 2) Thus, Yusuf argued that “the Master should revisit his decision as it was improvidently granted, represents a ‘failure of the [Master] to address an issue specifically raised prior to the [Master’s] ruling,’ and needs revision ‘to correct a clear error of law.’” (Id.) First, Yusuf argued that the fact the Master found Hamed’s argument that the Wind Up Order barred Yusuf Claim No. Y-13 unpersuasive shows that Yusuf Claim No. Y-13 “is a viable claim that can be pursued and nothing in the Plan precludes such a claim.” (Id., at pp. 2-3) Second, Yusuf argued that the November 14, 2018 Order “effectively holds that Yusuf is judicially estopped from claiming a loss of going concern value because he previously made an argument that all three Plaza Extra Stores could not be sold as a going concern and later (according to the Master) did not sufficiently acknowledge that change in position” but the November 14, 2018 Order “does not mention the judicial estoppel doctrine or apply its elements.” (Id., at pp. 3-4). Third, Yusuf argued that “the Master overlooked or misunderstood the arguments Yusuf had made that clearly demonstrate his position that Plaza Extra-West could be sold as a going concern.” (Id., at p. 5) In support of his argument, Yusuf cited to his October 21, 2014 filing titled “Fathi Yusuf’s Comments, Objections and Recommendations Concerning the Court’s Proposed Plan” (hereinafter “October 21, 2014

Filing”) and his October 28, 2014 filing titled “Yusuf’s Response to Hamed’s Comments Concerning the Court’s Proposed Wind Up Plan” (hereinafter “October 28, 2014 Filing). (Id.) Yusuf pointed out that, in his October 21, 2014 Filing, he argued that the “Court’s [October 7, 2014] proposed plan forecloses Hamed from acquiring the Tutu Park store and Yusuf from acquiring the West store, thus, unfairly excluding one partner from the opportunity of acquiring partnership assets while diminishing the prospect of maximizing the value of all partnership assets.” (Id.) Yusuf also pointed out that, in his October 28, 2014 Filing, he argued for “a process which will capture this going concern value, to wit:

...if the Court is going to deviate from McCormick, it should adopt a plan that maximizes partnership value in a windup and sale. Bidding of the kind Hamed now proposes for Plaza Extra Tutu Park is the best way to accomplish that, but it should be applied to the West store as well, albeit without the Hamed lease that tilts the tables, hands the Hames the right to operate the store without paying up front for that right, and results in far less partnership value being realized upon windup.” (Id., at p. 6) (Emphasis omitted)

Yusuf noted this is as evidence that he advocated “for a process that will capture the going concern value of Plaza Extra-West.” (Id.) Yusuf further pointed out that he “previously argued in his October 28, 2014 Filing that ‘Hamed’s suggestion that given the disputed lease, only the inventory and equipment of Plaza Extra-West would be subject to bid plainly will not maximize partnership value’” and instead, Yusuf argued therein that “[r]ather, both the Plaza Extra-West supermarket and the 16 acres on which it sits should be put up for bid by Yusuf and Hamed, so that the value of this partnership asset can be maximized and realized at time of windup.” (Id., at p. 7) As such, Yusuf requested the Master to grant his motion for reconsideration and deny Hamed’s motion to strike Yusuf Claim No. Y-13.

It his opposition, Hamed argued that the Master should deny Yusuf’s motion for reconsideration because “there was no clear error of law in the [November 14, 2018] Order striking [Yusuf Claim No. Y-13] and Yusuf “fail[ed] to raise any issue not previously addressed

by the [Master].” (Opp., p. 2) More specifically, Hamed argued that Yusuf’s argument that the Master’s “finding that Yusuf was bound by his prior factual admission is based on an improper application of the doctrine of judicial estoppel” is unpersuasive because “the [November 14 2018] Order did not rely upon the doctrine of judicial estoppel in reaching its holding” and “[t]o the contrary, the Order explicitly relied upon Yusuf’s admission – in this case and on this exact issue – that the store could not be sold as a going concern because it had no lease.” (Id., at pp. 4-5) Hamed also argued that Yusuf’s argument that the Master overlooked Yusuf’s argument is also unpersuasive because: (i) “Yusuf failed to point out any such ‘specific’ overlooked language in his motion” as required under Virgin Islands Rule of Civil Procedure 6-4; and (ii) the November 14, 2018 Order “did fully address the claim Yusuf raised, as it recognized that Yusuf was trying to argue that he ‘changed his mind’ in a pleading dated October 12, 2014, allegedly claiming his prior position ‘was incorrect’” and the Master acknowledged and rejected said argument. (Id., at pp. 6-7) (Emphasis omitted) As such, Hamed pointed out that “Yusuf’s arguments failed to meet the required [Virgin Islands Rule of Civil Procedure] 6-4 standard” and requested the Master to deny Yusuf’s motion for consideration of the November 14, 2018 Order. (Id., at p. 3)

In his reply, Yusuf argued that the Master made a total of three errors in his November 14, 2018 Order. Yusuf alleged that the first error was that “[t]he language the Master deem[ed] to be a concession by Yusuf, cannot suffice as a judicial admission or have a judicial estoppel effect (even if it had not been abandoned-which it was) and, therefore, cannot operate to preclude [Yusuf Claim No.] Y-13 for the loss of the going concern value of Plaza Extra-West.” (Reply, p. 2) Yusuf claimed that “it was error for [the Master] to find that certain language in a filing made more than 4½ years ago, which cannot constitute an admission by any set of criteria, somehow operates to preclude Yusuf’s claim.” (Id., at p. 6) Yusuf alleged that the

second error was that “[i]t was error for the Master to have found that Yusuf did not abandon his earlier position that was a going concern value could not be calculated as Yusuf’s subsequent filings advocated for a closed-bid auction that was designed to capture the going concern value.” (Id.) Yusuf claimed that the November 14, 2018 Order failed to recognize the substance of Yusuf’s earlier arguments in his October 21, 2014 Filing and his October 28, 2014 Filing and that “[t]his is clearly a mistake which overlooks the substance of the arguments.” (Id., at p. 8) Yusuf alleged that the final error was that that “[i]t was error for the Master to circumvent the merits of Yusuf’s claim and, instead, dispose of that claim based upon an alleged concession without any legal basis.” (Id., at p. 9) Yusuf claimed that “this jurisdiction has a particularly strong policy against the dismissal of actions prior to a trial on the merits” and here, “the Master avoided any such considerations [on the merits] and struck the claim based upon a perceived, albeit incorrect, concession.” (Id., at pp. 9-10) As such, Yusuf requested the Master to grant his motion for reconsideration and deny Hamed’s motion to strike Yusuf Claim No. Y-13.

1. Motion for Reconsideration

Motions for reconsideration in the Superior Court of the Virgin Islands are governed by the Virgin Islands Rule of Civil Procedure 6-4 (hereinafter “Rule 6-4”). A motion for reconsideration “is not a vehicle for registering disagreement with the court's initial decision, for rearguing matters already addressed by the court, or for raising arguments that could have been raised before but were not.” *Worldwide Flight Services v. Govt of the V.I.*, 51 V.I. 105, 110 (V.I. 2009) (internal citation omitted); *see also, In re Infant Sherman*, 49 V.I. 452, 457 (V.I. 2008) (“A motion for reconsideration is not a second bite of the apple.... [Instead, it serves] to focus the parties on the original pleadings as the ‘main event’ and to prevent parties from filing a second motion with the hindsight of the court's analysis covering issues that

should have been raised in the first set of motions.”). As such, “when determining whether to grant or deny such a motion, the Court operates with ‘the common understanding that reconsideration is an ‘extraordinary’ remedy not to be sought reflexively or used as a substitute for appeal.’” *Smith v. Law Offices of Karin A. Bentz, P.C.*, 2018 V.I. LEXIS 13, 14-15 (V.I. Super. Ct. Jan. 29, 2018) (quoting *In re Infant Sherman*, 49 V.I. at 458). Thus, to successfully move for reconsideration under Rule 6-4, a party must meet both the procedural requirements as set forth in Rule 6-4(a) and the substantive requirement as set forth in Rule 6-4(b).

A. The Procedural Requirement

Rule 6-4(a) provides that “[e]xcept as provided in Rules 59 and 60 relating to final orders or judgments, a party may file a motion asking the court to reconsider its order or decision within 14 days after the entry of the ruling, unless the time is extended by the court” and that “[e]xtensions will only be granted for good cause shown.” V.I. R. CIV. P. 6-4(a). Here, Yusuf filed this instant motion on December 6, 2018—within the deadline to file a motion for reconsideration under Rule 6-4(a).⁴ Thus, Yusuf’s motion for reconsideration was timely filed and satisfies the procedural requirement of Rule 6-4.

⁴ Rule 6-4 applies in this instance instead of Virgin Islands Rules of Civil Procedure 59 and 60 because the September 24, 2018 Order was not a final judgment or order. As noted above, the Master was appointed to “make a report and recommendation for distribution [of Partnership Assets] to the Court for its final determination.” (Jan. 7, 2015 order: Final Wind Up Plan)

Virgin Islands Rule of Civil Procedure 6 provides:

Rule 6. Computing and Extending Time

(a) Computing Time. The following rules apply in computing any time period specified in these rules, in any court order, or in any statute that does not specify a method of computing time.

(1) Period Stated in Days or a Longer Unit. When the period is stated in days or a longer unit of time:

(A) exclude the day of the event that triggers the period;

(B) when the period is 15 days or more, count every day, including intermediate Saturdays, Sundays, and legal holidays; when the period is 14 days or less, do not count intermediate Saturdays, Sundays, and legal holidays; and

(C) include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

B. The Substantive Requirement

Rule 6-4(b) provides that “[a] motion to reconsider must be based on: (1) intervening change in controlling law; (2) availability of new evidence; (3) the need to correct clear error of law; or (4) failure of the court to address an issue specifically raised prior to the court's ruling.” V.I. R. CIV. P. 6-4(b)(1)-(4). Additionally, “[w]here ground (4) is relied upon, a party must specifically point out in the motion for reconsideration where in the record of the proceedings the particular issue was actually raised before the court.” *Id.* Here, Yusuf explicitly grounded his motion for reconsideration in Rule 6-4(b)'s third and fourth bases, respectively, and the Master will address Yusuf's motion accordingly. V.I. R. CIV. P. 6-4(b)(3)-(4).

i. Rule 6-4(b)(3): The Need to Correct Clear Error of Law

In Yusuf's motion for reconsideration, the crux of Yusuf's argument that there is a need to correct clear error of law was built around the Master's failure to address judicial estoppel in his November 14, 2018 Order. However, the Master must point out that judicial estoppel is an argument that Yusuf could have raised previously in his opposition to Hamed's motion to strike Yusuf Claim No. Y-13 but Yusuf failed to raise.⁵ Additionally, in Yusuf's reply, Yusuf

⁵ The November 14, 2018 Order provided, in relevant part:

[In his motion,] Hamed pointed out that the Integra Report that Yusuf relied upon is “contingent on one pivotal assumption that is false”—namely, the Integra Report “assumed that the entity operating the business leases the property from a separate entity at market rent” but “this assumption is false, as there was never a lease for the Plaza [Extra-West] store, as Yusuf conceded in his pleadings in this case.” (*Id.*) (Emphasis omitted) **In support of his argument, Hamed referenced to Yusuf and United's memorandum in support of motion to appoint master for judicial supervision of Partnership winding up or, in the alternative, to appoint receiver to wind up Partnership, dated April 7, 2014, whereby Yusuf and United stated that “[t]he Plaza Extra Stores cannot be sold as a going concern because of the absence of commercial leases for Plaza Extra-East and Plaza Extra-West and the existence of only a short term (less than 5 years) remaining on the lease between United and Tutu Park Mall, Ltd. for Plaza [Extra-Tutu Park]” and “[h]ence, liquidation of the Plaza Extra Stores is warranted.” (Motion, Ex. 4) As such, Hamed argued that the Master should grant his motion and strike Yusuf Claim No. Y-13. (Nov. 14, 2018, p. 5) (Emphasis added)**

...

[In his opposition,] Yusuf argued that “Hamed's second argument, which attacks the validity of the Integra Report, is also devoid of merit.” (*Id.*) Yusuf pointed out that “[t]he Integra Report determines, by methods consistent with common appraisal practice that the market value of the Plaza Extra-West

alleged additional “clear errors” that the Master needed to correct—to wit: (i) the language the Master deemed to be a concession by Yusuf cannot suffice as a judicial admission and cannot operate to preclude Yusuf Claim No. Y-13; (ii) Yusuf did indeed abandon his earlier position that a going concern value could not be calculated for Plaza Extra-West; and (iii) Yusuf Claim No. Y-13 should be resolved on the merits and should not be disposed of based upon an alleged concession without any legal basis. However, the Master must again point out that these are arguments that Yusuf could have raised previously in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13 but Yusuf failed to raise. Yusuf failed to make these arguments in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13 and the Court declines to

supermarket business was \$8,770,000 as of April 30, 2014.” (Id., at p. 4) Yusuf further pointed out that the Integra Reports used the “income capitalization approach as one of the methods to determine value” and “[u]nder that method, the annual earnings generated by the business are multiplied by a capitalization rate to determine value...[and] [t]o determine those earnings, Integra made the eminently reasonable and necessary assumption that whoever operated the store would have to pay rent to Plessen (i.e., they would not get to occupy the premises free of charge), thereby reducing the store’s annual income.” (Id.) Yusuf also pointed out that “despite the absence of a lease, ‘common appraisal practice required [Integra] to determine a fair market rental value for the property occupied by Plaza Extra-West and to reflect that as an expense under the income approach that was utilized (along with the asset value approach) to determine the value of the business.’” (Id., at p. 5) Moreover, Yusuf also pointed out that Hamed made “precisely the same attack on the Integra Report” in his previous motion to strike, which the Court denied without prejudice in its July 21, 2017 Order. (Id.) **Lastly, Yusuf noted in a footnote that “[w]hile Yusuf did take that position [that Plaza Extra-West could not be sold as a going concern because of the absence of a commercial lease], he later recognized that his position was incorrect, and instead argued that both stores should be sold in a close bid between Hamed and Yusuf.”**⁷ (Id.) As such, Yusuf requested the Master to deny Hamed’s motion to strike Yusuf Claim No. Y-13.

⁷ In support of his argument, Yusuf referenced his response to Hamed’s comments concerning the Court’s proposed wind-up plan, dated October 28, 2014 (Opp. Ex. D). (Nov. 14, 2018, p. 7)

...

[In his reply] **Hamed argued that “Yusuf has already conceded in pleadings filed in this Court that the Plaza [Extra-]East [sic] could not be sold as a ‘going concern,’ directly refuting the critical ‘extraordinary assumption’ that [the Integra Report] relies upon” and Yusuf did not dispute this in his opposition.** (Id., at pp. 2-3) Hamed further noted that, although Yusuf included a footnote indicating that Yusuf realized this position was incorrect, per his response to Hamed’s comments concerning the Court’s proposed wind-up plan, dated October 28, 2014, “[a] review of the referenced... document shows this representation is false” since Yusuf, in said document, only referenced a ‘closed bid sale’ for Plaza [Extra-]West, not Plaza [Extra-]East, and was contingent on the Court (1) voiding the already approved [KAC357, Inc.] lease and then (2) forcing the (non-party) owner of that property, Plessen Enterprises, to sell the property at an auction.” (Id., at p. 3) (Nov. 14, 2018, p. 8) (Emphasis added)

make them for him.⁶ “[I]n general, the Court will not make [a party’s] arguments for him when he has failed to do so.” *Joseph v. Joseph*, 2015 V.I. LEXIS 43, *5 (V.I. Super. Ct. Apr. 23, 2015); *see also In re Catalyst Litig.*, 2015 V.I. LEXIS 145, *5-6 n. 12 (V.I. Super. Ct. 2015) (“The Supreme Court of the Virgin Islands has established that in order for a motion to be properly before the court, parties must support their arguments by citing the proper legal authority, statute or rule.”) (citing *Bernhardt v. Bernhardt*, 51 V.I. 341, 345-346 (V.I. 2009); *Davis v. Varlack Ventures, Inc.*, 59 V.I. 229, 238-239 (V.I. 2013)); *Simpson v. Golden*, 56 V.I. 272, 280 (V.I. 2012) (“The rules that require a litigant to brief and support his arguments ... before the Superior Court, are not mere formalistic requirements. They exist to give the Superior Court the opportunity to consider, review, and address an argument...”).

As noted above, a motion for reconsideration is not a vehicle “for raising arguments that could have been raised before but were not.” *Worldwide Flight Services*, 51 V.I. at 110 (internal citation omitted). Furthermore, “[a] motion for reconsideration is not a second bite of the apple... and to prevent parties from filing a second motion with the hindsight of the court's analysis covering issues that should have been raised in the first set of motions.” *In re Infant Sherman*, 49 V.I. at 457. Thus, in this instance, the Master does not find “the need to correct clear error of law.”

ii. Rule 6-4(b)(4): Failure of the Court to Address an Issue Specifically Raised Prior to the Court’s Ruling

In his motion for reconsideration, Yusuf did not specifically point out where in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13 the particular issue was actually

⁶ Even Hamed, in his reply to Yusuf’s opposition to his motion to strike Yusuf Claim No. Y-13, recognized and pointed out that Yusuf, in his opposition, did not directly dispute Hamed’s argument that “Yusuf has already conceded in pleadings filed in this Court that the Plaza [Extra-]East [sic] could not be sold as a ‘going concern’” and only included a footnote indicating that Yusuf later realized this position was incorrect.

The Master is perplexed as to why Yusuf chose to raise these arguments and discuss them at lengths in his motion for reconsideration and reply thereto rather than in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13.

raised which the Master had failed to address in his November 14, 2018 Order, as required by Rule 6-4 where ground (4) is relied upon. Instead, Yusuf simply argued in his motion for reconsideration and his reply thereto that the November 14, 2018 Order failed to recognize the substance of Yusuf’s earlier arguments in his October 21, 2014 Filing and his October 28, 2014 Filing albeit these “earlier arguments” were not made in Yusuf’s opposition to Hamed’s motion to strike Yusuf Claim No. Y-13.

Upon review of Yusuf’s opposition to Hamed’s motion to strike Yusuf Claim No. Y-13, Yusuf’s arguments were separated into two parts—in part I, Yusuf’s argument focused on the Wind Up Order and the language therein did not bar Yusuf Claim No. Y-13, and in part II, Yusuf’s argument focused on Hamed’s attack on the Integra Report.⁷ Since this order for reconsideration need not address the part of the November 14, 2018 Order where the Master found that the Final Wind Up Plan did not bar Yusuf’s Claim No. Y-13, the Master need not address part I of Yusuf’s argument regarding the Wind Up Order.⁸ Unlike what Yusuf claimed in his motion for reconsideration and reply thereto, the Master did not “overlook” or “misunderstand” the substance of the arguments raised by Yusuf in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13. In his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13, part II of Yusuf’s argument centered around Hamed’s attack on the Integra Report and the validity of the Integra Report.⁹ The arguments Yusuf made in his motion for reconsideration and reply thereto—to wit, the prior arguments Yusuf made in his October 21, 2014 Filing and October 28, 2014 Filing—were not raised in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13. Again, Yusuf failed to make these arguments in his opposition

⁷ Under Yusuf’s “Argument” section in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13, part I was titled “I. The Wind Up Order Does Not Bar this Claim” and part II was titled “II. Hamed’s Attack on the Integra Report is Without Merit.”

⁸ *Supra*, fn. 3.

⁹ *Supra*, fn. 5.

to Hamed’s motion to strike Yusuf Claim No. Y-13 and the Court declines to make it for him.¹⁰ See *Joseph*, 2015 V.I. LEXIS 43 at *5; *In re Catalyst Litig.*, 2015 V.I. LEXIS 145 at *5-6 n. 12; *Davis*, 59 V.I. at 238-39; *Simpson*, 56 V.I. at 280.

As noted above, a motion for reconsideration is not a vehicle “for raising arguments that could have been raised before but were not.” *Worldwide Flight Services*, 51 V.I. at 110 (internal citation omitted). Furthermore, “[a] motion for reconsideration is not a second bite of the apple.... and to prevent parties from filing a second motion with the hindsight of the court’s analysis covering issues that should have been raised in the first set of motions.” *In re Infant Sherman*, 49 V.I. at 457. Thus, in this instance, the Master does not find that he failed “to address an issue specifically raised prior to the court’s ruling.”

CONCLUSION

Based on the foregoing, Yusuf’s motion for reconsideration did not satisfy the substantive requirement of Rule 6-4. Thus, the Master will deny Yusuf’s motion for reconsideration of the Master’s November 14, 2018 Order granting Hamed’s motion to strike Yusuf Claim No. Y-13 and striking Yusuf Claim No. Y-13.¹¹ Accordingly, it is hereby:

ORDERED that Yusuf’s motion for reconsideration of the Master’s November 14, 2018 Order granting Hamed’s motion to strike Yusuf Claim No. Y-13 and striking Yusuf Claim No. Y-13 is **DENIED**.

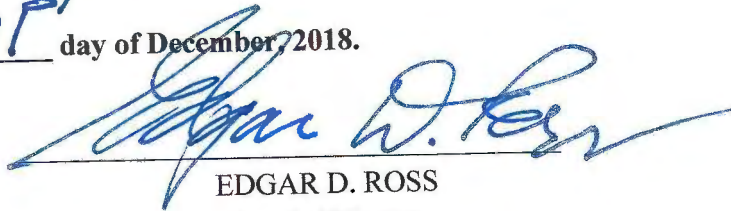
¹⁰ The Master is again perplexed as to why Yusuf chose to raise these arguments and discuss them at lengths in his motion for reconsideration and reply thereto rather than in his opposition to Hamed’s motion to strike Yusuf Claim No. Y-13.

¹¹ Earlier this year, the Master had sent a notice to Parties reminding Parties “to be more diligent with their filings in this matter” in response to Yusuf filing a motion to clarify or reconsider order deeming Hamed’s Request to Admit 1 admitted **after** the Master had already entered an order, *inter alia*, deeming Hamed’s Request to Admit 1 as admitted. In the notice, the Master pointed out that “Yusuf had ample opportunity to raise his concern as to Hamed’s Request to Admit 1—namely, that there is an ambiguity in Hamed’s Request to Admit 1 regarding what taxes it is referring to in reference to ‘Hamed taxes’—first, in his response to Hamed’s Request to Admit 1, and then, in his opposition to Hamed’s motion to compel” but “Yusuf chose not to raise it in an appropriate response, and instead, waited until after the Master ruled on Hamed’s motion to compel to then raise it in a new motion.” As the Master stated and warned in the notice, “[t]his is unacceptable, and a waste of judicial resources, and in the future, may invite serious consequences.”

ORDER

Page 14 of 14

DONE and so ORDERED this 21st day of December, 2018.

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

EDGAR D. ROSS
Special Master

Exhibit 24

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

Y-3 and Y-4

EXHIBIT

24

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:

Susan C. Nissman RPR-RMR
Registered Merit Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8161

APPEARANCES**A-P-P-E-A-R-A-N-C-E-S****For the Plaintiff:**

Law Offices of
Carl Hartmann, III
5000 Estate Coakley Bay, L-6
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Carl Hartmann, III
Kimberly Japinga

and

Law Offices of Joel H. Holt
2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Joel H. Holt

For the Defendants:

Law Offices of
Dudley, Topper & Feuerzeig
P.O. Box 756
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

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

Deposition Page 9

9:3-13

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.

Deposition Pages 14-16

14:5-18

15:25

16:1-2

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?

Deposition Pages 51-52

51:17, 20-24

52:4-25

WALEED "WALLY" HAMED -- CROSS

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.

Deposition Pages 87-90

87:11-25

88:1-25

89:9-12, 21-25

90:2-3, 5

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

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

Exhibit 25

**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
WAHEED "WILLIE" HAMED**

Y-3 and Y-4

**EXHIBIT
25**

THE VIDEOTAPED ORAL DEPOSITION OF WAHEED "WILLIE" HAMED

was taken on the 22nd 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 10:25 a.m. and 12:09 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Susan C. Nissman RPR-RMR
Registered Merit Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8161

APPEARANCES**A-P-P-E-A-R-A-N-C-E-S****For the Plaintiff:**

Law Offices of
Carl Hartmann, III
5000 Estate Coakley Bay, L-6
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Carl Hartmann, III
Kimberly Japinga

For the Defendants:

Law Offices of
Dudley, Topper & Feuerzeig
P.O. Box 756
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804

By: Charlotte Perrell

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

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

Description	Counsel	Page
Direct	by Ms. Perrell	5
Cross	by Mr. Hartmann	71
Redirect	by Ms. Perrell	82

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

Exhibit	Description	Page
9 -	Expert Report of Jackson, Vizcaino Zomerfeld, LLP, Exhibit 242-a	49
10 -	Expert Report of Jackson, Vizcaino Zomerfeld, LLP	58

Deposition Pages 6-11

6:21-24

7:5-8, 15-24

8:20-25

9:2, 8-14, 16-17, 20-25

10:15-18, 20-25

11:1-4

WAHEED "WILLIE" HAMED -- DIRECT


1 we've met briefly before. I represent Mr. Yusuf and United
2 Corporation in this matter. I've got a couple questions to
3 ask you.

4 We have agreed, and I'll just put it on the
5 record, we've agreed that we're going to limit these
6 depositions to only certain matters that are pending between
7 the families. We're going to come back at another point in
8 time and address other claims. We thought it was more
9 expeditious to -- to address certain things first, and then
10 come back and circle back, so we might see each other again
11 in the same kind of setting.

12 Have you had an opportunity to review the
13 notice of the deposition and what the topics were that are
14 to be discussed?

15 **A.** Yes.

16 **Q.** All right. And I'm assuming you don't know
17 certain things about various matters. That's appropriate.
18 Certain folks do and don't. Let me just go through that. I
19 want to see which ones you know things about and then want
20 to get the extent of your knowledge.



21 ~~All right.~~ With regard to -- there's a claim
22 that United is making for rent that they're claiming is due
23 as to Bays 5 and 8 at the United Shopping Center relating to
24 Plaza Extra East.

25 You don't have any information about that; is

WAHEED "WILLIE" HAMED -- DIRECT

1 that correct?

2 **A.** The only information I know is when Yusuf would be
3 on the phone with his son and Wally telling them they could
4 go ahead and use the warehouse.

5 **Q.** ~~Okay.~~ So you're saying that there were telephone
6 conversations between Mr. Yusuf, Wally, and Mike saying that
7 they could use the warehouse?

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

9 **Q.** Okay. And when was that conversation?

10 **A.** I can't recall the date.

11 **Q.** Okay. Would it have been in the '90s or in --

12 **A.** I really don't --

13 **Q.** You don't know?

14 **A.** -- recall that.

15 **Q.** ~~All right.~~ And in the conversation, was Mr. Yusuf
16 indicating that they could use the warehouse rent-free?

17 **A.** There was no mention of any money, any
18 compensation for anything.

19 **Q.** ~~Okay.~~ But did he say the words "free"? It sounds
20 like you didn't -- he didn't say it one way or the other?

21 **A.** He didn't say the word "free" at all and he didn't
22 say there was money to be paid. So all I know, that he was
23 on the phone. We have a small office. And he would tell
24 him, Go ahead and use the warehouse.

25 **Q.** Okay.

WAHEED "WILLIE" HAMED -- DIRECT

1 **A.** Until somebody else comes in and then you guys
2 move out.

3 **Q.** Okay. And have you seen the space in Bays 5 and
4 8? Have you been there before?

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

6 **Q.** Okay. Do you know what any of the space and
7 storage needs were at Plaza Extra East?

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

9 **Q.** Okay. All right. Other than that single
10 conversation, do you have any personal or firsthand
11 knowledge relating to the renting of Bays 5 and 8?

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

13 **Q.** Okay. I want to direct your attention to
14 Exhibit 2.

15 Exhibit 2 is a letter that has been
16 identified as a document prepared by a gentleman named, I
17 believe it's Thomas. I'm sorry. Thomas.

18 **A.** Thomas Luff.

19 **Q.** Thomas Luff.

20 Have you ever seen this before?

21 **A.** (Witness reviews document.) I've seen -- not
22 these, but I've seen something like this. Like these here.
23 (Indicating.)

24 **Q.** Okay. When you say, "these here," we've got some
25 numbers on the bottom --

WAHEED "WILLIE" HAMED -- DIRECT

1 **A.** Oh, okay.

2 **Q.** -- of the pages that we need to identify. ~~What~~
3 page numbers?

4 **A.** F -- what do you want me -- I don't know what
5 number page or I can --

6 **Q.** This one. (Indicating.)

7 **A.** -- read this out to you? Yeah. FXI --

8 FBIX237825.

9 **Q.** Okay. You've seen that one before?

10 **A.** I've seen something, yeah. I've seen something
11 like that, yes.

12 **Q.** When did you -- when did you first --

13 **A.** I don't recall when. These -- these used to come
14 in from their accountant in St. Croix to Yusuf.

15 **Q.** Okay.

16 **A.** To the accountant at the time. I think it was Ben
17 Irving or whoever the accountant was.

18 **Q.** Okay. So you've seen these before?

19 **A.** Yes.

20 **Q.** Okay. How many have you seen?

21 **A.** Numerous. At least once a month.

22 **Q.** Okay. Why would you have an occasion to see
23 these, because these relate to the tenant accounts?

24 **A.** We're all in the same office. Comes on our fax.
25 Whoever gets the fax, gives it to the respective party.

WAHEED "WILLIE" HAMED -- DIRECT

1 Q. Okay. And so you haven't seen this front part --

2 A. No.

3 Q. -- but you're saying you've only seen the pages
4 that you identified?

5 A. Yes, ma'am.

6 Q. Okay. Have you seen this particular one?

7 A. I've seen -- I don't know the contents of each
8 individual sheet, but I've seen something like this, yes.

9 Q. Okay. Other than the -- you can't testify that
10 these are, in fact, the ones that you've received?

11 A. No, but I've seen something similar to this.

12 Q. All right. Do you know the periods of time that
13 Plaza Extra East was utilizing Bays 5 and 8?

14 A. No, ma'am.

15 Q. ~~Okay~~. Other than what we've just discussed with
16 regards to Bay 5 and 8 -- well, let me ask you this: With
17 regard to -- with regard to the fax, if a document had come
18 across the fax machine at Plaza Extra Tutu Park, --

19 A. Um-hum.

20 Q. -- wouldn't it have some kind of an indication of
21 a fax on the top of the page? I mean, this may be a
22 different copy, but is that what would happen?

23 A. Yes and no, because sometimes we've had our fax
24 break down, whether in St. Croix or St. Thomas, so we
25 replace fax. And sometimes when you're new and you don't

WAHEED "WILLIE" HAMED -- DIRECT

1 program it the way to your number and your company name,
2 then it won't print that. Or if you e-mail it from your
3 computer, it won't come up with that thing that you're
4 requesting.

5 Q. Okay. So you're saying that you don't -- that,
6 yes, they did sometimes, but --

7 A. Yes.

8 Q. -- you're not sure all the time --

9 A. Yes.

10 Q. -- is that correct?

11 A. Yes, ma'am.

12 Q. Okay. Other than what we discussed this morning
13 regarding Bays 5 and 8, do you have any other information
14 relating to that?

15 A. No, ma'am.

16 Q. Okay. All right. Do you have any information
17 relating to the Dorthea, what we're calling the Dorthea
18 property, which is the sale of some stock of a company
19 called Y & S?

20 A. Yes.

21 Q. Okay. What was your -- did you have any
22 involvement in the sale of the Dorthea property?

23 A. I didn't have any involvement, but I was there
24 when he was talking to Salem.

25 Q. Okay. When was this?

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, **WAHEED "WILLIE" 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 5th 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

Exhibit 26

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

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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants.

vs.

WALEED HAMED, WAHEED HAMED, MUFEEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,

Counterclaim Defendants,

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*

Defendants.

KAC357 Inc., *Plaintiff,*

vs.

HAMED/YUSUF PARTNERSHIP,

Defendant.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-287

Consolidated with

Case No.: SX-2014-CV-278

Consolidated with

Case No.: ST-17-CV-384

Consolidated with

Case No.: ST-18-CV-219

DECLARATION OF KIMBERLY JAPINGA

Y-3 and Y-4

EXHIBIT

26

I, Kimberly Japinga, pursuant to V.I. R. CIV. P. 84, declare under the penalty of perjury, that:

1. I am a paralegal working under the direction of Carl J. Hartmann, whose primary responsibility with regard to the instant case is to maintain documents and records – both physically and by an extensive database.
2. Thus, I have personal knowledge of the matters set forth herein.
3. I located the August 27, 2001 letter to Fathi Yusuf from Thomas Luff regarding reports related to the rental of Bays in the United Shopping Center on St. Croix from documents returned to the Partnership by the FBI in 2014.
4. The letter, its attachments and other random documents were contained in a single, scanned file. The file name for this document identified the box the documents came from, box 148, and the image number, 2867. (**Exhibit AA**)
5. The document was part of the records seized by the FBI during the 2001 raid of the Plaza Extra stores on St. Thomas and St. Croix.
6. After this litigation began, the Partnership (with the agreement and cooperation of both sides) rented space to house the documents returned by the FBI in 2014 and purchased materials necessary to complete the scanning project. (**Exhibit BB**) The space was located on St. Thomas and Joyce Bailey, a local accountant on St. Thomas, was hired by the parties as the custodian for the files returned from the FBI. Bailey was also responsible for scanning the documents and transmitting the scanned documents to the parties.
7. The FBI files were sent from the FBI's Puerto Rico office to Joyce Bailey in April 2014. On April 24, 2014, the FBI provided a "Receipt for Property Received/Returned/Released/Seized," documenting 161 items returned. (**Exhibit CC**, p. HAMD665087, **Exhibit DD**)

8. I, as paralegal for the Hameds, and Charlotte Perrell, as attorney for the Yusufs, reviewed all of those documents returned by the FBI in April 2014 and selected documents for scanning. Items that were not scanned were agreed to jointly between the parties and each box not scanned was verified by a signature of both Attorney Perrell and myself. (**Exhibit EE**, p. HAMD665097)
9. On August 19, 2014, Joyce Bailey submitted a USB jump drive to the parties containing the documents scanned from August 1, 2014-August 19, 2014. Each document on the jump drive had the box or folder number in the file name where the document was found and an image number. The August 27, 2001 Luff letter, attachments and random documents were contained in file named "148 Box_image2867" that was transmitted to the parties by Bailey on August 19, 2014. (**Exhibit FF**)

I declare under penalty of perjury under the laws of the United States Virgin Islands that the foregoing is true and correct.

Dated: April 1, 2019


Kimberly L. Japinga

Exhibit AA

Accts Receivable Current Month

Accounts Receivable

7/27/01

Type	#	Business	last name	First Name	Rent	A/R 2001	Comments
Bay	2	U-Rental & Sales	Elcock & DeLaMo	Claude & Hilda	\$ 995.00	497.50	Late
Bay	3	American Beeper	Leonardis	Robert	\$ 835.00	0.00	
Bay	4	Vacant	Vacant	Vacant	\$ 995.00	V	
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 1,825.00	V	
Bay	6	JP Sales	Pifiero	Juan	\$ 2,340.00	202.24	Int
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 1,560.00	V	
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 2,600.00	V	
Bay	9	Naty's Cafeteria	Ruiz	Cesar	\$ 625.00	625.00	Late
Bay	10	Kay Travels	Zenon	Alidia	\$ 782.50	0.00	
Bay	11	Augustin Nolosco Torres	Nolosco-Torres	Augustin	\$ 600.00	150.00	Late
Bay	12	Vacant	Vacant	Vacant	\$ 1,150.00	4,770.50	Court August 21
Bay	13	Plaza Cafe	Martin	Horatio	\$ 1,355.00	15,730.16	PMT Plan
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	7,449.48	Court August 21
Bay	15	VI Nails	Nguyen	Kent	\$ 575.00	0.00	
Bay	16	Bee's records	Bramble	Joseph	\$ 781.25	5,798.44	PMT Plan
Bay	17	Gill Electronics	Gill	Michael	\$ 781.25	3,459.98	PMT Plan
Bay	18	Elsa Beauty Salon	Elsa	Rodriguez	\$ 780.00		
Bay	19	47Th St. Jewelers	Perez	Emillio	\$ 781.25	0.00	
Bay	20	Peoples Laundry	Ballantine	Judith A.	\$ 2,650.00	2,658.00	Late
Bay	21	Dimension Video	Roper	Eustace	\$ 250.00	0.00	
Bay	22	Vacant	Vacant	Vacant	\$ 550.00	V	
Bay	23	Mid Island Mensware	Idheileh	Mahmud	\$ 1,166.65	5.00	
Bay	24	UIWU	Peters	Amos	\$ 1,500.00	(1,350.00)	
Bay	25	Island Finance	Island finance	Wells Fargo	\$ 2,406.25	0.00	
Bay	26	Sports Plus	Alecia	Luis	\$ 1,100.00	(1,386.59)	
Bay	27	Boyd Cleaners	Boyd	John & Dolores	1,458.00	(0.10)	
Bay	29	Sunstroke-	Clenance	Rashidi	\$ 729.00	0.00	
Bay	30	King Cash	Barry, Jr	Arthur	\$ 900.00	0.00	
Bay	36	Best Furniture	Hussein	Bakr & Akeil	\$ 7,000.00	14,442.77	PMT Plan
Suite	1	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	2	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	3	Vacant	Vacant	Vacant	\$ 400.00	(391.00)	
Suite	3a	Mutual of Omaha	Phillip	Solomon	\$ 475.00	(25.00)	
Suite	4	Vacant	Vacant	Vacant	\$ 925.00	V	
Suite	5	Dr F. Alonso	Alonso	Dr. Francisco	\$ 1,250.00	0.00	
Suite	7	Vacant	Vacant	Vacant	\$ 595.00	0.00	
Suite	8	LEI Technology	Lindsey	Ronald	\$ 675.00	0.00	
Suite	9	USW Regional Off.	Joseph	Fred	\$ 1,500.00	0.00	
Suite	11	Ranger Security	Richards	Delroy	\$ 700.00	0.00	
Suite	12	vacant	vacant	vacant	\$ 675.00	V	
Suite	13	vacant-Storeroom	vacant-Storeroom	vacant-Storeroom	\$ 275.00	V	
Suite	14	USW 8526-Oct	Jackson	Gerry	\$ 1,195.00	0.00	
stores	32		32 Occupied		\$48,516.15	60,369.77	
Offices	12		13 Occupied				
					Rent	A/R 2001	
						Payments YTD	
						(\$840.00)	
						(\$1,400.00)	
						\$0.00	
						(\$125.00)	
						(\$2,365.00)	

**EXHIBIT
AA**

depth in Ft

Accounts Receivable

Account #	Business	depth in Ft	size (Sq. Ft.)	cu ft	x constant	gallons	gross vol
8		1.540	1,540	12,320.0	7.48	92,153.6	
1.25		1.540	1,540	1,925.1	7.48	14,400.0	check size calc
		30.80					

inches	Rainfall(ft)	Feet x area	gallons
1	0.083	1,125.0	8,415.0
1.75	0.146	3,572.9	26,725.4
3	0.250	6,125.0	45,815.0
4	0.333	8,166.7	61,086.7

Account #	Business	depth in Ft	date	day	# days	Gallons	Gal/Day	Change	cu.ft.	% full
		14400	20-Jul-00	Thurs	1.00	14,400.00	N/A	14,400.00	1,925.00	15.6%
		4800	21-Jul-00	Fri	1.00	4,800.00	(9,600.00)	(9,600.00)	770.00	6.3%
		12100	22-Jul-00	Sat	1.00	14,399.00	9,599.00	9,599.00	1,925.00	15.6%
		4800	23-Jul-00	Sun	1.00	4,800.00	(9,599.00)	(9,599.00)	1,540.00	12.5%
		36100	24-Jul-00	Mon	1.00	11,519.20	6,719.20	6,719.20	1,540.00	12.5%
		-5100	25-Jul-00	Tues	1.00	23,038.40	11,519.20	11,519.20	3,080.00	25.0%
		31,000	26-Jul-00	wed	1.00	33,597.67	10,559.27	10,559.27	4,491.67	36.5%
			27-Jul-00	Thurs	1.00	47,228.72	13,631.05	13,631.05	6,314.00	51.3%
			28-Jul-00	Fri	1.00	46,076.80	(1,151.92)	(1,151.92)	6,160.00	50.0%
			31-Jul-00	Mon	3.00	65,275.47	6,399.56	19,198.67	8,726.67	70.8%
			2-Aug-00	Tues	2.00	66,235.40	479.97	959.93	8,855.00	71.9%
			11-Aug-00	Fri	9.00	69,115.20	319.98	2,879.80	9,240.00	75.0%

water going into West Buiding-no change
 turned off west building-NO auto shut off
 water off to west cist about 1" rain 7/29

Account #	Business	depth in Ft	date	day	# days	Gallons	Gal/Day	Change	cu.ft.	% full
		Empty	30-Jul-01	Mon	1.00	13,362.27			1,786.40	14.5%
		Added 12,000 gal	31-Jul-01	Tue	1.00	0.00	0.00	0.00	0.00	0.0%
		ran out added 20,00gal	1-Aug-01	Wed	1.00	0.00	0.00	0.00	0.00	0.0%
		pump replaced	2-Aug-01	Thu	1.00	23,998.33	23,998.33	23,998.33	3,208.33	26.0%
			3-Aug-01	Fri	1.00	34,557.60	10,559.27	10,559.27	4,620.00	37.5%
			6-Aug-01	Mon	3.00	0.00	0.00	0.00	0.00	0.0%
			7-Aug-01	Tue	1.00	0.00	0.00	0.00	0.00	0.0%
			8-Aug-01	Wed	1.00	0.00	0.00	0.00	0.00	0.0%

laundry uses 31000 in 4 days =7750/day
 or 232,500/mo = \$2325/mo @ \$.01/gal
 vs rent of \$2650/mo

1/31/01

VAR 5001

Comments

Tenant List
Accts Receivable Current Month

Accounts Receivable

7/27/01

Type	#	Business	last name	First Name	Rent	A/R 2001	Comments
Bay	2	U-Rental & Sales	Elcock & DeLaMot	Claude & Hilda	\$ 995.00	497.50	Late
Bay	3	American Beeper	Leonardis	Robert	\$ 835.00	0.00	
Bay	4	Vacant	Vacant	Vacant	\$ 995.00	V	
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,825.00	V	
Bay	6	JP Sales	Pifihero	Juan	\$ 2,340.00	202.24	Int
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,560.00	V	
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 2,600.00	V	
Bay	9	Naty's Cafeteria	Ruiz	Cesar	\$ 625.00	625.00	Late
Bay	10	Kay Travels	Zenon	Alidia	\$ 782.50	0.00	
Bay	11	Augustin Nolosco Torres	Nolosco-Torres	Augustin	\$ 600.00	150.00	Late
Bay	12	Vacant	Vacant	Vacant	\$ 1,150.00	4,770.50	Court August 21
Bay	13	Plaza Cafe	Martin	Horatio	\$ 1,355.00	15,730.16	PMT Plan
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	7,449.48	Court August 21
Bay	15	VI Nails	Nguyen	Kent	\$ 575.00	0.00	
Bay	16	Bee's records	Bramble	Joseph	\$ 781.25	5,798.44	PMT Plan
Bay	17	Gill Electronics	Gill	Michael	\$ 781.25	3,459.98	PMT Plan
Bay	18	Elsa Beauty Salon	Elsa	Rodriguez	\$ 780.00		
Bay	19	47Th St. Jewelers	Perez	Emillio	\$ 781.25	0.00	
Bay	20	Peoples Laundry	Ballantine	Judith A.	\$ 2,650.00	3,000.00	Late
Bay	21	Dimension Video	Roper	Eustace	\$ 250.00	0.00	
Bay	22	Vacant	Vacant	Vacant	\$ 900.00	V	
Bay	23	Mid Island Mensware	Idheileh	Mahmud	\$ 4,166.65	165 5.00	
Bay	24	UIWU	Peters	Amos	\$ 1,500.00	(1,350.00)	
Bay	25	Island Finance	Island finance	Wells Fargo	\$ 2,406.25	0.00	
Bay	26	Sports Plus	Alecia	Luis	\$ 1,100.00	(1,386.59)	
Bay	27	Boyd Cleaners <i>Scod From Cleaners</i>	Boyd	John & Dolores	1,458.38	(0.10)	
Bay	29	Sunstroke-	Clenance	Rashidi	\$ 729.00	0.00	
Bay	30	King Cash	Barry, Jr	Arthur	\$ 900.00	0.00	
Bay	32	Best Furniture	Hussein	Bakr & Akeil	\$ 7,000.00	14,442.77	PMT Plan

settled \$4,000
Aug due 19378.08

Suite	1	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	2	Vacant	Vacant	Vacant	Vacant	Vacant	
Suite	3	Vacant	Vacant	Vacant	\$ 400.00	(391.00)	
Suite	3a	Mutual of Omaha	Phillip	Solomon	\$ 475.00	(25.00)	
Suite	4	Vacant	Vacant	Vacant	\$ 925.00	V	
Suite	5	Dr F. Alonso	Alonso	Dr. Francisco.	\$ 1,250.00	0.00	
Suite	7	Vacant	Vacant	Vacant	\$ 595.00	0.00	
Suite	8	LEI Technology	Lindsey	Ronald	\$ 675.00	0.00	
Suite	9	USW Regional Off.	Joseph	Fred	\$ 1,500.00	0.00	
Suite	11	Ranger Security	Richards	Delroy	\$ 700.00	0.00	
Suite	12	vacant	vacant	vacant	\$ 675.00	V	
Suite	13	vacant-Storeroom	vacant-Storeroom	vacant-Storeroom	\$ 275.00	V	
Suite	14	USW 8526- 007	Jackson	Gerry	\$ 1,195.00	0.00	

stores		Vacancy Rate	Occupied	Rent	A/R 2001
30	27%	22 Occupied	\$ 48,866.15	60,369.77	
13	54%	6 Occupied	Rent	A/R 2001	

Installment loans
Payments YTD
 (\$840.00)
 (\$1,400.00)
 \$0.00
 (\$125.00)
 (\$2,365.00)

PAYABLE TO
 ASSOCIATED GROCERS OF FL INC.
 P.O. BOX 520695
 MIAMI FL 33152 USA
 (305) 696-0080

SHIP TO
 PLAZA EXTRA
 P O BOX 763
 CHRISTAINSTED S CROI
 01:59PM 06/29/01
 0

9431
 STORE

06/28/01
 DATE

2714461
 INVOICE#

0
 ROUTE

DAIRY
 TYPE ORDER

R

I N V O I C E

CODE	QTY	SLOT	UPC	PACK	SIZE	BRAND	DESCRIPTION	PRICE (U.S. \$)		DUTY	DEALS	GROSS WEIGHT		CUBE	
								UNIT	EXTENDED			UNIT	EXTENDED	UNIT	EXTENDED
047019	2	DB1523	0011161-26674	12	8 Z	SAV C	IMIT SHD CHEDDR	8.81	17.62			7	14	0.40	0.80
047027	1	DF1343	0021000-62516	12	8 Z	KRAFT	CHD MONT J-SHRD	18.44	18.44		2.40	7	7	0.41	0.41
047035	1	DB2413	0021000-62398	12	10 Z	KRAFT	C-BARL SHARP SK	27.68	27.68			8	8	0.21	0.21
047043	1	DB3332	0021000-62418	12	10 Z	KRAFT	EXSHARP STICK	27.68	27.68			8	8	0.21	0.21
047050	1	DC1323	0021000-62451	12	10 Z	KRAFT	C B AGED NY STK	27.68	27.68			8	8	0.21	0.21
047183	1	DA2222	0074904-00629	8	64 Z	CHIQ	KIWI STRAW	14.82	14.82		0.60	37	37	0.80	0.80
047241	1	DC2111	0021000-63382	12	8 Z	KRAFT	SHRD MOZZARELLA	15.84	15.84		5.00	7	7	0.41	0.41
047258	1	DB0611	0021000-61239	12	8 Z	PHILA	FAT FR CRM CHEE	16.94	16.94			13	13	0.30	0.30
047894	1	DC2422	0043000-96210	8	6 PK	JELLO	SF STRAW GELATI	12.70	12.70		2.69	12	12	0.54	0.54
047902	1	DB1411	0043000-96220	8	6 PK	JELLO	SF STRAW KIWI	12.70	12.70		2.69	12	12	0.54	0.54
048017	1	DC2421	0018000-00182	12	17 3Z	GRAND	BUTTERMILK BISC	14.27	14.27			15	15	0.35	0.35
048256	1	DA8411	0011161-46198	12	8 Z	SFRSH	CREAM CHEESE	10.46	10.46			7	7	0.14	0.14
048355	1	DB2411	0043000-96230	8	6 PK	JELLO	RASP ORG SF GEL	12.70	12.70		2.69	12	12	0.54	0.54
048421	1	DC2612	0043000-96980	8	6 PK	JELLO	STRAWBERRY	12.70	12.70		2.69	13	13	0.54	0.54
048728	1	DD2612	0018000-52180	6	4 PK	PILLS	B M BISC	8.25	8.25			13	13	0.32	0.32
048744	1	DE1612	0018000-52170	6	4 PK	PILLS	COUNTRY BISCUIT	8.25	8.25			13	13	0.32	0.32
049056	1	DB2131	0021000-30047	12	16 Z	BREAK	COTTAGE CHEZ LF	19.10	19.10			14	14	0.54	0.54
049064	4	DC3333	0021000-12647	12	8 Z	BREYR	YOGURT STRAWBRY	6.20	24.80		0.52	7	28	0.26	1.04
049072	4	DC1811	0021000-12645	12	8 Z	BREYR	YOGURT PINEAPPL	6.20	24.80		0.52	7	28	0.27	1.08
049098	4	DC3221	0021000-12651	12	8 Z	BREYR	YOGURT PEACH	6.20	24.80		0.52	7	28	0.26	1.04
049114	1	DC1513	0021000-30088	6	15 Z	BREAK	RICOTTA CHEESE	9.03	9.03			6	6	0.19	0.19
049122	4	DB1412	0021000-12644	12	8 Z	BREYR	YOGURT BLK CHRY	6.20	24.80		0.52	7	28	0.26	1.04
049163	2	DD2622	0021000-12129	12	24 Z	BREAK	SOUR CREAM	22.73	45.46			20	40	0.76	1.52
049254	1	DB1811	0021000-00804	12	16 Z	SEALT	LT N LIV COT CH	19.10	19.10			14	14	0.53	0.53
049346	1	DB0932	0021000-12276	12	16 Z	BREAK	FF COTT CHEESE	19.10	19.10			14	14	0.48	0.48
049437	2	DD0812	0021000-30167	12	8 Z	BREAK	SOUR CREAM	8.94	17.88			8	16	0.31	0.62
049569	1	DF3361	0040600-38820	20	1 LB	ICBNB	ICBS N BUTR LGHT	21.56	21.56			21	21	0.46	0.46
049635	1	DZ1322	0041900-00006	12	8 Z	DEANS	FRCH ONI W BACN	10.28	10.28			7	7	0.32	0.32
049775	1	DC1923	0021000-12061	12	8 Z	BREYR	LT CHRY VAN YGT	6.20	6.20		0.52	7	7	0.28	0.28
050013	2	DD0612	0021000-12125	12	16 Z	BREAK	FAT F SOUR CRM	10.58	21.16		5.00	13	26	0.56	1.12
050047	1	DB0633	0021000-00805	12	24 Z	L-N-L	COTTAGE CHEESE	23.55	23.55		3.20	20	20	0.77	0.77
050070	3	DD1322	0021000-30165	12	16 Z	BREAK	SOUR CREAM	10.58	31.74		5.00	14	42	0.44	1.32
050138	2	DC1231	0071700-28182	12	8 Z	AXELR	SOUR CREAM	6.22	12.44			7	14	0.48	0.96
050203	3	DD1912	0071479-00001	12	6CT	BAYS	ENGLISH MUFFIN	16.96	50.88			11	33	0.81	2.43
050229	2	DC2611	0071700-26162	12	16 Z	AXELR	SOUR CREAM	11.12	22.24			14	28	0.92	1.84

3	613	57	12.06	24.22	29	613	0.00	687.65
PAGE	PAGE WT	PAGE PCS	AVG CASE	TOTAL CUBE	%	TOT WEIGHT	UAP CREDIT	PG TOTAL

HAMD665045

LEASE DATA

Type #	Business	last name	First Name	Position	work phone	home Phone	Lease Dt.	Term	Expires	status	#	Rent	Sq Ft	\$/Sq. Ft.	
Bay 2	U-Rental & Elcock & DeLaMotta		Claude & Hilda	Owners	778-7222	772-3591	2/1/00	5	1/31/05			\$ 995.00	1,250	\$ 9.55	
Bay 3	American Be Leonardis		Robert	Owner	778-8558	778-8558	2/1/99	10	1/31/09			\$ 835.00	1,250	\$ 8.02	
Bay 4	Vacant	Vacant										\$ 1,250.00	1,250	\$ 12.00	
Bay 5	plaza extra-Vacant							V	V	Vacant	Vacant	\$ 1,825.00	3,125	\$ 7.01	
Bay 6	J & P Sales Piftiero		Juan	Owner	778-6962	773-5349	8/1/01	5	7/31/06			\$ 2,340.00	3,125	\$ 8.99	
Bay 7	plaza extra-Vacant		V	V	V	V	V	V	V	Vacant	Vacant	\$ 1,692.71	3,125	\$ 6.50	
Bay 8	plaza extra-Vacant		V	V	V	V	V	V	V	Vacant	Vacant	\$ 2,864.58	6,250	\$ 5.50	
Bay 9	Naty's Cafete Ruiz		Cesar	Owner	778-7020	778-3568	1/5/00	5	10/1/05	Renewed		\$ 625.00	500	\$ 15.00	
Bay 10	Kay's Travel Zenon		Alidia	Owner	773-3236	773-7572	none		12/31/99	Expired-TAW		\$ 782.50	625	\$ 15.02	
Bay 11	Augustin Nola Torres		Augustin	Owner	none		1/1/01	2	1/1/03	Incr on renewal		\$ 600.00	625	\$ 11.52	
Bay 12	Vacant	Vacant						V	V	V		\$ 1,250.00	1,250	\$ 12.00	
Bay 13	Plaza Cafe Martin		Horatio	Owner	778-4447	778-6038	NO Lease					\$ 1,355.00	1,250	\$ 13.01	
Bay 14	Vacant	Vacant						V	V	V		\$ 780.00	625	\$ 14.98	
Bay 15	VI Nails Nguyen		Kent	Owner	692-2597	STT775-6660	2/1/00	5	1/31/05			\$ 575.00	625	\$ 11.04	
Bay 16	Bee's record Bramble		Joseph	Owner	778-6146	778-5302	10/1/99	5	9/30/04	Renewal agmt		\$ 781.25	625	\$ 15.00	
Bay 17	Gill Electroni Gill		Michael	Owner	778-5840	773-6945	4/1/01	5	3/31/06	Expired-TOW		\$ 780.00	625	\$ 14.98	
Bay 18	Elsa's Beaut Elsa		Rodriguez	Owner	773-7212	778-6761	4/1/01	5	3/31/06			\$ 780.00	625	\$ 14.98	
Bay 19	47Th St. Jev Perez		Emilio	Owner	778-7815	778-7758	Leaving 9/1/01	V	V	V		\$ 781.25	625	\$ 15.00	
Bay 20	Peoples Lau Ballantine		Judith A.	Owner	773-2303/773-713-1066/772-		11/6/92	10	12/31/02	New Owner 12/99		\$ 2,650.00	1,250	\$ 25.44	
Bay 21	Dimension V Roper		Eustace	Owner	none	773-6140	4/1/01	5	3/31/06			\$ 250.00	1,250	\$ 2.40	
Bay 22	Vacant	Vacant						V	V	V		\$ 900.00	1,250	\$ 8.64	
Bay 23	Mid Island M Idheileh		Mahmud	Owner	778-5736	773-5049	4/1/01	5	3/31/06			\$ 1,166.67	1,750	\$ 8.00	
Bay 24	UWU Peters		Amos	Vice Pres	773-6055	778-2571/778-	6/30/99	3	6/30/09	Rent Incr 6/30/01		\$ 1,350.00	1,750	\$ 9.26	
Bay 25	Island Finani Island finance		Norwest Fin. Corp	Owner	778-8292	773-2214	9/30/04	3	9/30/04	Rent Incr 10/1/01		\$ 2,406.25	1,750	\$ 16.50	
Bay 26	Sports Plus Alicea		Luis	Owner	778-6446	778-2281	5/1/01	3	5/31/04			\$ 1,100.00	1,750	\$ 7.54	
Bay 27	Boyd Cleanse Boyd		Dolores	Owner	778-1152	773-0664	7/1/99	10	7/31/09	Rent Incr 8/31/03		\$ 1,458.00	3,500	\$ 5.00	
Bay 28	Boyd Cleaners		same	same	same	same	same	same	same	same	same	same	same	same	
Bay 29	Sunstroke- Clenance		Rashidi	Owner	773-8393	771-1213	11/1/99	5	1/31/04	Rent Incr 11/1/01		\$ 729.00	1,750	\$ 5.00	
Bay 30	King Cash Barry, Jr		Arthur & Deshawn	Owner	719-9564	713-9856	2/1/99	5	1/31/04			\$ 900.00	1,750	\$ 6.17	
Bay 36	Best Furnitur Hussein		Bakr & Akeil	Owner	778-6440	773-4161	7/1/99	3	6/30/02	Rent Incr pending		\$ 7,000.00	10,500	\$ 8.00	
													Average	\$ 10.70	
Suite 1	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 525.00	520	\$ 12.12	
Suite 2	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 900.00	888	\$ 12.16	
Suite 3	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 400.00	466	\$ 10.30	
Suite 3a	Mutual of On Phillip		Solomon	Owner	778-9655	773-5771	4/1/01	5	3/31/06			\$ 475.00	425	\$ 13.41	
Suite 4	Vacant						Vacant	Vacant	Vacant	Vacant		\$ 925.00	925	\$ 12.00	
Suite 5	Dr F. Alonso Alonso		Dr. Francisca	Dr	778-6165	773-9216	4/1/01	5	3/31/06			\$ 1,250.00	1,250	\$ 12.00	
Suite 7	Vacant						Vacant	Vacant	Vacant	Vacant		\$ 595.00	576	\$ 12.40	
Suite 8	LEI Technok Lindsey		Ronald	President	713-9336		2/1/00	5	1/31/05			\$ 725.00	720	\$ 12.08	
Suite 9	USW Regior Joseph		Frederick	Director	778-5634	772-3184	8/1/01	3	7/31/04			\$ 1,500.00	1,126	\$ 15.99	
Suite 11	Ranger Seci Richards		Delroy	Mgr	719-9698	778-8277/776-	5/1/99	3	4/30/02	can extend at 5%/yr		\$ 700.00	575	\$ 14.61	
Suite 12	vacant						V	V	V	V		\$ 675.00	576	\$ 14.06	
Suite 13	vacant-Storeroom						V	V	V	V		\$ 275.00	220	\$ 15.00	
Suite 14	USW 8526-C Jackson		Gerry	Pres.	778-5906	692-5875	10/1/99	5	9/30/04			\$ 1,195.00	1,056	\$ 13.58	
store 30												\$ 60,942.21	64,948.00	\$ 12.76	Average
officr 12												50,941.79			

10/19/05
Incl 40
20461.88

BASH 714-2175

NO LEASES
10 KAY TRAVELS -
13 Martin - PLAZA Cafe

United Corporation

United Shopping Plaza

P.O. Box 763, 4C & D Sion Farm, Christiansted, VI 00821 Phone (340) 778-6240, Fax (340) 778-1200

August 27, 2001

Fahti Yusuf
Plaza Extra, St. Thomas
Fax #775-5766

Subject: United Shopping Plaza Reports

Dear Mr. Yusuf,

Here is a brief summary of the enclosed reports:

#1. YTD summary of checkbook income- YTD \$118,540 and balance \$215. 055 before tax payments shown on first sheet. "Unrelated" items are family expenses.

2 & 3 are monthly worksheets of rent paid balanced against my Database and accounts receivable sheets. Gross receipts and tax are calculated, amount billed vs. paid, sum of taxes paid shown. The graph shows the payment pattern.

#4. A check register with every check shown and deposits by date. The month's income and YTD is calculated, plus the balance at the end of the month.

#5 The check amounts are distributed among expense categories and the checkbook balanced against the bank statement.

#6. Lists the tenants, rents, areas and rent / sq. ft. plus calculated account receivables to date. Vacancies and vacancy % are shown at the bottom.

#7 List of tenants by lease status: date signed, term and expiration date.

#8 Tax Invoice List- shows total amount billed in February and amounts paid by month to date. Totals show amounts paid and those remaining to be paid.

Bank

Bank by month to date. Totals show amounts paid and gross remaining to be

#8 Tax balance list shows total amount billed in February and amounts

#7 List of amounts by usage status date signed, term and expiration date

receivables to date. Advances and advances to be shown at the bottom.

#6 List the receipts, rents, sales and rent \ ad. It being classified account
checkbook balance against the bank statement.

#5 The check amounts are distributed among expense categories and the
month.

month's income and LTD is classified, being the balance at the end of the

#4 A check register with every check amount and deposits by date. The
balance

billed as bank and of taxes paid shown. The bank shows the balance
and accounts receivable sheets. Gross receipts and tax are classified amount

#3 & 2 are monthly workbooks of each bank balance against my categories
monthly expenses.

\$512,022 before tax payments shown on this sheet. "Unclassified" items are

#1 LTD summary of checkbook income LTD \$118,240 and balance

Here is a brief summary of the enclosed reports:

Dear Mr. Tugot

Subject: United Shopping Plaza Reports

Box #112-2100

Plaza Exit, St. Thomas

Earl Tugot

August 25, 2001

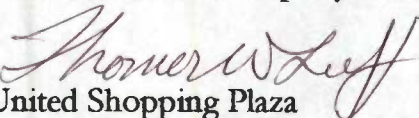
P.O. Box 103, Rt 2 & D Zion Farm, Christiansburg, VA 00031 Phone (340) 778-6540 Fax (340) 778-1500

United Shopping Plaza
United Corporation

There are several other reports that I keep for my use in collecting rent and the accounts receivable sheet sent to Ben every month. Many of them mimic the paper records we have, but allow easy manipulation of the data by sorting, graphing and electronic searching. These records are backed up frequently so any data lost would be minimal and easily restored.

Please let me know if you would like any of these reports sent monthly or any other period. I send Ben #3,4 & 5 with the bank statement mid-month.

Thomas W. Luff, Property Manager


United Shopping Plaza

Cc: Mike Yusuf

Enclosures:

1. List of Real Estate taxes to be paid 8/31/01.
2. Year to Date Summary of income & expenses with graph
3. Monthly Reconciliation of Rent and list of deposits-July & August (to date)
4. Check Register
5. Expense Distribution/ and balancing against bank statement
6. Accts Receivable list 8/22/01
7. Lease Data and Tenant List
8. Tax Payment record

There are several other reports that I keep for my use in collecting rent and the accounts receivable sheet sent to Ben every month. Many of them mimic the paper records we have but allow easy manipulation of the data by sorting, graphing and electronic searching. These records are backed up frequently so any data lost would be minimal and easily restored.

Please let me know if you would like any of these reports sent monthly or any other period. I send Ben #3, 4 & 5 with the bank statement mid-month.

Thomas W. Luff, Property Manager

United Shopping Plaza

CC: Mike Yusuif

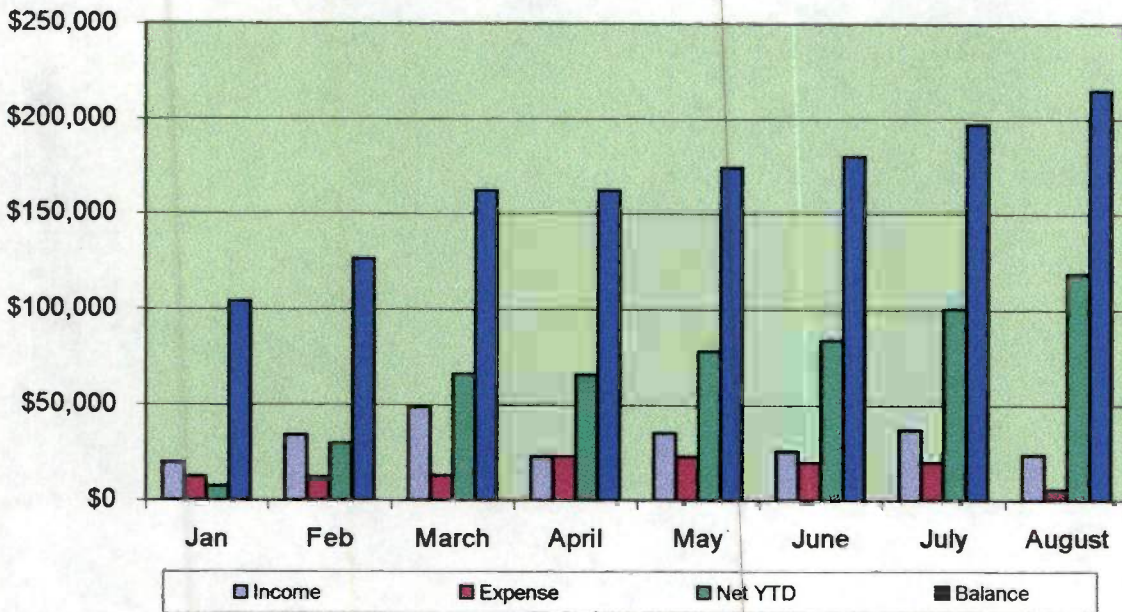
Enclosures:

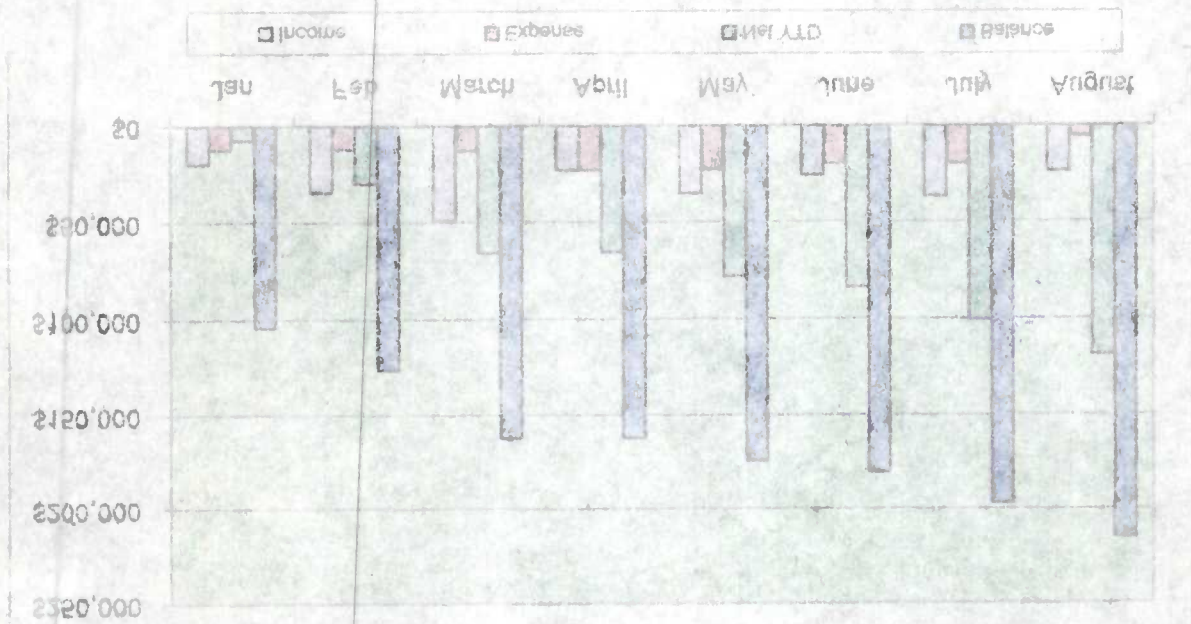
1. List of Real Estate taxes to be paid 8/31/01.
2. Year to Date Summary of income & expenses with graph
3. Monthly Reconciliation of Rent and list of deposits-July & August (to date)
4. Check Register
5. Expense Distribution and balancing against bank statement
6. Accts Receivable list 8/22/01
7. Lease Data and Tenant List
8. Tax Payment record

YEAR TO DATE SUMMARY

Month	Beginning Balance		Net YTD	\$96,515.36		% of Inc
	Income	Expense		Balance	Unrelated Exp	
Jan	19,720.42	12,368.70	7,351.72	103,867.08	\$ 2,932.02	15%
Feb	34,272.17	11,925.31	29,698.58	126,213.94	639.53	2%
March	49,116.27	13,191.99	65,622.86	162,138.22	4,133.11	8%
April	23,146.21	23,293.05	65,476.02	161,991.38	6,718.51	29%
May	35,186.79	22,868.53	77,794.28	174,309.64	4,493.41	13%
June	25,716.93	19,863.14	83,648.07	180,163.43	8,730.43	34%
July	36,789.25	19,950.98	100,486.34	197,001.70	6,534.61	18%
August	23,768.18	5,714.13	118,540.39	215,055.75	574.30	2%
September			0.00			#DIV/0!
October			0.00			#DIV/0!
November			0.00			#DIV/0!
December			0.00			#DIV/0!
Totals YTD	\$247,716.22	\$129,175.83	\$118,540.39	\$215,055.75	\$34,755.92	14%

USP Performance 2001





1001 Performance 5001

Month	Income	Expenses	Net LTD	Balance	Net LTD %	Exp %	Income %
December	25,817.18	38,271.82	12,454.64	25,817.18	48.4%	74.5%	25.5%
November	0.00	0.00	0.00	0.00	0%	0%	0%
October	0.00	0.00	0.00	0.00	0%	0%	0%
September	0.00	0.00	0.00	0.00	0%	0%	0%
August	81,881.78	81,417.8	464.98	81,881.78	0.6%	99.4%	100%
July	38,188.88	41,888.00	3,699.12	38,188.88	9.7%	100%	100%
June	38,171.22	41,888.81	3,717.59	38,171.22	9.8%	100%	100%
May	87,881.22	82,888.22	4,993.00	87,881.22	5.7%	94.3%	100%
April	12,847.22	20,888.22	8,041.00	12,847.22	63.5%	100%	100%
March	72,817.84	88,188.21	15,370.37	72,817.84	17.5%	100%	100%
Feb	71,272.42	12,258.11	58,994.31	71,272.42	81.8%	100%	100%
Jan	24,057.81	07,888.11	16,169.70	24,057.81	67.2%	100%	100%
Year Total	25,817.18	38,271.82	12,454.64	25,817.18	48.4%	74.5%	25.5%

YEAR TO DATE SUMMARY

United Shopping Plaza
2001 Rents

JULY

DEPOSITS

05-Jul-01		Payment ID
Sports Plus	1100.00	2512
Ranger AM Taxes	246.04	1684
USW Reg	1500.00	82685
Best	3500.00	12956
Low a chee	400.00	1117
Alonso	1250.00	1276
47th St	781.25	2936
	8777.29	

06-Jul-01		
Miller re Gill	400.00	1691
USW 8526	1,195.00	5558
Best	3,500.00	12957
	5,095.00	

11-Jul-01		
Sion Farm Clnrs	1,490.43	2421
Island finance	2,406.25	46581
VI Nails	575.00	Mos 285-286
	4,471.68	

16-Jul-01		
Ranger Am	700.00	2432
Zenon	782.50	1016
LEI Tech	725.00	1336
King Csh rent	900.00	372
King Csh taxes	48.32	373
Roper	250.00	1323
Laundromat	2,300.00	2100
American Beeper	835.00	27512
	6,540.82	

20-Jul-01		
UIWA balance	150.00	5133049
Menswear	1,170.00	2087
Gill-Kings Alley	188.96	4436
Gill- DEDC	363.00	24616
Gill- DEDC	20.00	22657
Phillip	450.00	3147
Ultimate rental & sale	497.50	610
	2,839.46	

31-Jul-01		
JP Sales	2340	5436
Roper (Lost)	284.87	1327
Van Derbeck-Gill	165.00	1876
Oliver-Gill	35.00	3141
Cromwell-Gill	25.00	446
Best	3,500.00	12998
Sunstroke (lost)	729.00	1447
UIAW	1,500.00	5133454
USW Reg	1500	83563
	10,078.87	

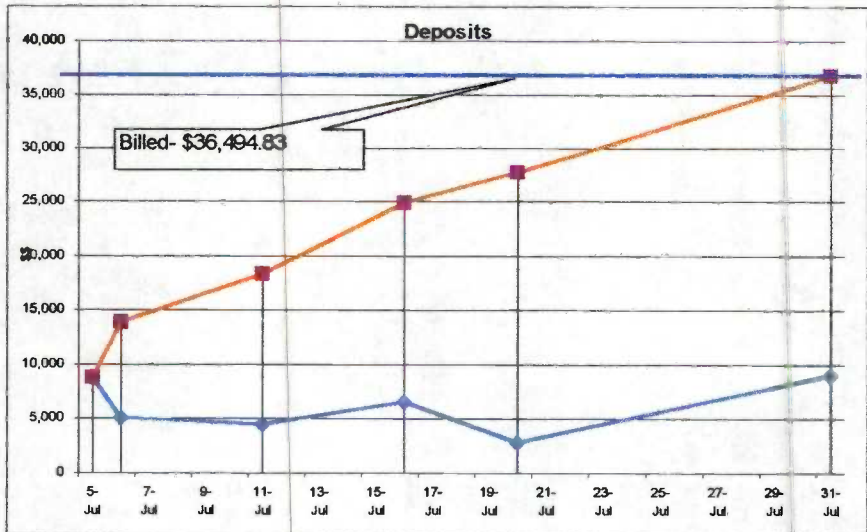
Balance Reports						
Other	Total	Deposits	Database	Difference	A/R sheet	Diff
		36,789.25	\$38,290.83	1,501.58	\$38,290.83	1,501.58
7/2 JP Cash		200.00				
7/5 Naty cash		325.00				
7/5 Naty cash		300.00				
7/23 Garcia Cash		300.00				
7/24 Bee Cash		1,000.00				
7/27 Gill Cash		3.04				
Cash Total	2,128.04					
Tax Ranger +Boyd+king	2,128.04	(626.46)				
		38,290.83	38,290.83	0.00	38,290.83	0.00

Gross Receipts Tax
1,471.57

2,128.04 DIFF
Real Estate Taxes
0.00 Check=0

Deposit Dates	5-Jul-01	6-Jul-01	11-Jul-01	16-Jul	20-Jul	31-Jul
Amounts	8,777.29	5,095.00	4,471.68	6,540.82	2,839.46	9,065.00
Cummulative	8,777.29	13,872.29	18,343.97	24,884.79	27,724.25	36,789.25
% of Billed	24%	38%	50%	68%	76%	101%

Billed \$ 36,494.83



United Shopping Plaza
2001 Rents

AUGUST

DEPOSITS

03-Aug-01	Payment ID
Peoples 2650.00 2112	
Zenon 782.50 1032	
Sports Plus 1100.00 2555	
USW 8526 1195.00 5591	
5727.50	
07-Aug-01	
Island Finance 2,406.25 47180	
VI Nails 75.00 ..7594	
VI Nails 500.00 ..7593	
Ranger American 700.00 2454	
Sunstroke replacemer 729.00 1449	
Am Beeper 835.00 27578	
Dr Alosnso 1,250.00 1293	
6,495.25	
13-Aug-01	
Sion Farm Cleaners 1,490.43 2443	
DEDC re Gill 320.00 24963	
King Cash 900.00 395	
King Cash tax 200.00 396	
Roper Rent 250.00 1329	
U rent 497.50 636	
U rent 497.50 1935	
4,155.43	
16-Jul-01	
Best 3,500.00 13017	
3,500.00	
20-Aug-01	
Mid-Island Menswear 1,165.00 2101	
Nw Plaza Café 2,000.00 1985	
LEI Technology 725.00 1360	
3,890.00	
20-Jul-01	
0.00	

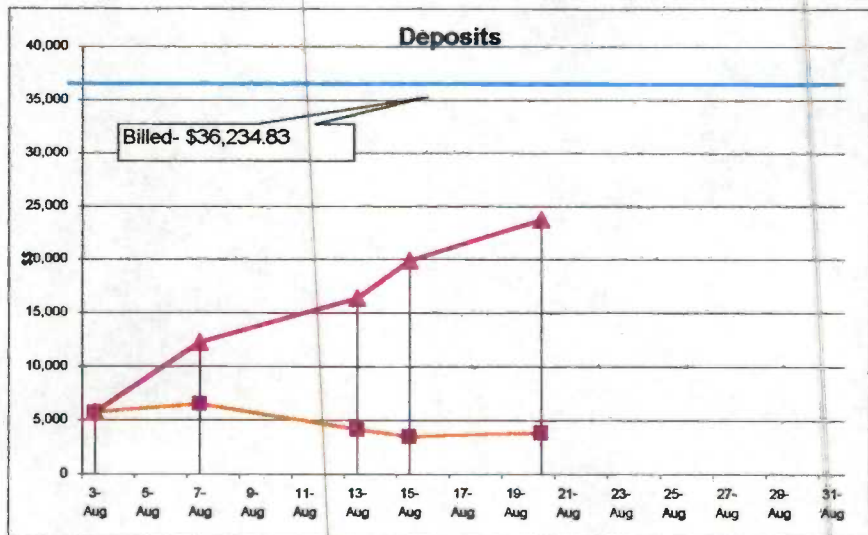
Balance Reports					
Other	Total Deposits	Database	Difference	A/R sheet	Diff
	23,768.18	29,841.08	(6,072.90)	29,841.08	(6,072.90)
8/3 Naty's cash	325.00				
8/6/2001-Pinieros cash	200.00				
8/8 Elsie's cash	780.00				
8/17 Fabiana cash #12	2,000.00				
8/17 Edwin Cash #12	2,000.00				
8/21 Bee cash	1,000.00				
Cash Total	6,305.00				
King Cash Tax+ Sion Cl	(232.10)				
6,305.00	29,841.08	29,841.08	0.00	29,841.08	0.00

Gross Receipts Tax
950.73

Real Estate Taxes
(232.10)

Deposit Dates	3-Aug-01	7-Aug-01	13-Aug-01	15-Aug	20-Aug
Amounts	5,727.50	6,495.25	4,155.43	3,500.00	3,890.00
Cummulative	5,727.50	12,222.75	16,378.18	19,878.18	23,768.18
% of Billed	16%	34%	45%	55%	66%

Billed \$ 36,234.83



Checkbook 2001

JULY

Beginning Balance		180,163.43		Income (See Attached Reconciliation Sheet)		
Date	Check #	Expenses Payee/Item	Amnt	CL	Date	Amnt
2-Jul-01	2362	Keith Wilkins- Sidewalk cleaning	65.00	CL	05-Jul-01	9,777.29
5-Jul-01	2363	Keith Wilkins- Sidewalk cleaning	65.00	CL	06-Jul-01	8,096.00
6-Jul-01	2364	Thomas W. Luff-management	450.00	CL	11-Jul-01	8,471.66
6-Jul-01	2365	Void	0.00	CL	18-Jul-01	8,540.82
6-Jul-01	2366	Eliazar Quiñones	220.00	CL	20-Jul-01	2,639.46
6-Jul-01	2367	Rudy Calines-Mev	1,600.00	CL	31-Jul-01	10,078.87
6-Jul-01	2368	Combined Services-Phillip lights in elev	50.00	CL	debt-2 missing checks	(1,013.87)
6-Jul-01	2369	Steve Proness- Roof repairs no. bldg	378.00			
6-Jul-01	2370	Garfield Strange - Roof repairs N. Bldg	420.00			
12-Jul-01	2371	Thomas W. Luff-management	450.00	CL		
12-Jul-01	2372	Eliazar Quiñones	88.00	CL		
13-Jul-01	2373	Void	0.00	CL		
13-Jul-01	2374	Keith Wilkins- Sidewalk cleaning	65.00			
13-Jul-01	2375	Innovative Telephone- 713-8328	27.05	CL		
13-Jul-01	2376	Paradise Waste-quarterly bill -Mike	75.00	CL		
13-Jul-01	2377	Terminix-La Grande princess	35.00	CL		
13-Jul-01	2378	Paradise Waste-container for roof job	150.00	CL		
13-Jul-01	2379	Garfield Strange - Roof repairs N. Bldg	450.00			
13-Jul-01	2380	Steve Proness- Roof repairs no. bldg	562.50			
13-Jul-01	2381	Juan Rosario-Supvise repairs	480.00			
17-Jul-01	2382	Innovative Telephone-778-8769- Faldi	52.45	CL		
20-Jul-01	2383	Thomas W. Luff-management	450.00	CL		
20-Jul-01	2384	Eliazar Quiñones -Maintenance	220.00	CL		
20-Jul-01	2385	Rudy Calines-June	2,000.00			
20-Jul-01	2386	Metro Elevator-Quarterly Maint & Check + Repairs	286.50	CL		
Spread 7/2	2387	Terminix -Officers 7/2	60.00	CL		
21-Jul-01	2388	Steve Proness- Roof repairs no. bldg	351.00			
22-Jul-01	2389	Garfield Strange - Roof repairs N. Bldg	380.00			
28-Jul-01	2390	VI Gov- IRB- Gross Receipts Tax-June	1,108.97			
27-Jul-01	2391	Thomas W. Luff-management	450.00			
27-Jul-01	2392	Eliazar Quiñones	178.00	CL		
27-Jul-01	2393	WAPA-United Shopping Plaza	1,254.89			
27-Jul-01	2394	Steve Proness- Roof repairs no. bldg	265.50			
27-Jul-01	2395	Garfield Strange - Roof repairs N. Bldg	275.00			
27-Jul-01	2396	Juan Rosario-Supvise repairs	637.50			
31-Jul-01	2397	American Express-Faldi	6,818.33			
31-Jul-01	2398	WAPA-62cLa Grange	628.78			
		bank charges	7.50			
			Total Expense	19,850.98	Income (See Attached)	36,789.25
			Net Income MTD	16,838.27	Diff from billed	294.42
			Net Income YTD	100,486.34		101%
7/31/01 Ending Balance			197,001.70		197,001.70	check

Checkbook 2001

AUGUST

Beginning Balance		197,001.70		Income (See Attached Reconciliation Sheet)		
Date	Check #	Expenses Payee/Item	Amnt	CL	Date	Amnt
3-Aug-01	2399	Thomas W. Luff-management fee	450.00		03-Aug-01	5,727.50
3-Aug-01	2400	Eliazar Quiñones -Maintenance	220.00		07-Aug-01	6,496.25
2-Aug-01	2401	Hector Maldonado-Process serving-lost	0.00		13-Aug-01	4,155.43
2-Aug-01	2402	Thomas W. Luff-maintenance supplies	142.06		18-Aug-01	3,500.00
8-Aug-01	2403	Phillip- install deep well pump-fix inside pump leak	247.50		20-Aug-01	3,890.00
7-Aug-01	2404	St. Croix Avis	30.00			
7-Aug-01	2405	Void	0.00			
7-Aug-01	2406	Hector Maldonado-Process serving-replace 2401-lost	100.00			
7-Aug-01	2407	Void	0.00			
7-Aug-01	2408	De Raymond Lowe-Chee	791.00			
8-Aug-01	2409	Ocean Systems Lab- normal testing	200.00			
10-Aug-01	2410	Hector Maldonado-Process serving-Link Edwin	45.00			
10-Aug-01	2411	Thomas W. Luff- Management fee	450.00			
10-Aug-01	2412	Eliazar Quiñones -Maintenance	178.00			
13-Aug-01	2413	Walsh Metal Works-handicapped sign bases	40.00			
17-Aug-01	2414	Thomas W. Luff Management Fee	450.00			
17-Aug-01	2415	Eliazar Quiñones -Maintenance	220.00			
13-Aug-01	2416	Innovative telephone 713-8328	25.39			
13-Aug-01	2417	Terminix - la Grande Princess	35.00			
13-Aug-01	2418	Keith Wilkins-three attempts to work Equipment fails	65.00			
16-Aug-01	2419	Void	0.00			
	2420	Void	0.00			
17-Aug-01	2421	Steve Proness-Roof work	133.00			
17-Aug-01	2422	Garfield St Ange	140.00			
20-Aug-01	2423	VI Bureau of Internal Revenue short payment Mar & Jan	223.51			
20-Aug-01	2424	Sonny's A/C suite 88, 10- acid gas & clean	85.00			
20-Aug-01	2425	St. Croix Avis office & store eds #5457150	15.00			
20-Aug-01	2426	WAPA-La Grande Princess	428.00			
20-Aug-01	2427	WAPA-United Shopping Plaza	744.28			
20-Aug-01	2428	Keith Wilkins - sidewalks for 2 weeks	130.00			
21-Aug-01	2429	Innovative telephone 778-8769-Faldi Yusuf	52.94			
21-Aug-01	2430	Innovative Cable TV-Faldi Yusuf	67.97			
	2431					
	2432					
	2433					
	2434					
	2435					
	2436					
	2437					
	2438					
	2439					
	2440					
	2441					
	2442					
	2443					
	2444					
	2445					
	2446					
	2447					
	2448					
	2449					
	2450					
			Total Expense	3,714.13	Income (see attached)	23,788.18
			Net Income MTD	18,054.05	Diff from billed	(12,466.65)
			Net Income YTD	118,540.39		88%
8/31/01 Ending Balance			213,055.75		213,055.75	check

№ п/п	Содержание	Сумма	Сумма	Сумма
3488				
3489				
3490				
3491				
3492				
3493				
3494				
3495				
3496				
3497				
3498				
3499				
3500				
3501				
3502				
3503				
3504				
3505				
3506				
3507				
3508				
3509				
3510				
3511				
3512				
3513				
3514				
3515				
3516				
3517				
3518				
3519				
3520				
3521				
3522				
3523				
3524				
3525				
3526				
3527				
3528				
3529				
3530				
3531				
3532				
3533				
3534				
3535				
3536				
3537				
3538				
3539				
3540				
3541				
3542				
3543				
3544				
3545				
3546				
3547				
3548				
3549				
3550				
3551				
3552				
3553				
3554				
3555				
3556				
3557				
3558				
3559				
3560				
3561				
3562				
3563				
3564				
3565				
3566				
3567				
3568				
3569				
3570				
3571				
3572				
3573				
3574				
3575				
3576				
3577				
3578				
3579				
3580				
3581				
3582				
3583				
3584				
3585				
3586				
3587				
3588				
3589				
3590				
3591				
3592				
3593				
3594				
3595				
3596				
3597				
3598				
3599				
3600				
3601				
3602				
3603				
3604				
3605				
3606				
3607				
3608				
3609				
3610				
3611				
3612				
3613				
3614				
3615				
3616				
3617				
3618				
3619				
3620				
3621				
3622				
3623				
3624				
3625				
3626				
3627				
3628				
3629				
3630				
3631				
3632				
3633				
3634				
3635				
3636				
3637				
3638				
3639				
3640				
3641				
3642				
3643				
3644				
3645				
3646				
3647				
3648				
3649				
3650				
3651				
3652				
3653				
3654				
3655				
3656				
3657				
3658				
3659				
3660				
3661				
3662				
3663				
3664				
3665				
3666				
3667				
3668				
3669				
3670				
3671				
3672				
3673				
3674				
3675				
3676				
3677				
3678				
3679				
3680				
3681				
3682				
3683				
3684				
3685				
3686				
3687				
3688				
3689				
3690				
3691				
3692				
3693				
3694				
3695				
3696				
3697				
3698				
3699				
3700				
3701				
3702				
3703				
3704				
3705				
3706				
3707				
3708				
3709				
3710				
3711				
3712				
3713				
3714				
3715				
3716				
3717				
3718				
3719				
3720				
3721				
3722				
3723				
3724				
3725				
3726				
3727				
3728				
3729				
3730				
3731				
3732				
3733				
3734				
3735				
3736				
3737				
3738				
3739				
3740				
3741				
3742				
3743				
3744				
3745				
3746				
3747				
3748				
3749				
3750				
3751				
3752				
3753				
3754				
3755				
3756				
3757				
3758				
3759				
3760				
3761				
3762				
3763				
3764				
3765				
3766				
3767				
3768				
3769				
3770				
3771				
3772				
3773				
3774				
3775				
3776				
3777				
3778				
3779				
3780				
3781				
3782				
3783				
3784				
3785				
3786				
3787				
3788				
3789				
3790				
3791				
3792				
3793				
3794				
3795				
3796				
3797				
3798				
3799				
3800				
3801				
3802				
3803				
3804				
3805				
3806				
3807				
3808				
3809				
3810				
3811				
3812				
3813				
3814				
3815				
3816				
3817				
3818				
3819				
3820				
3821				
3822				
3823				
3824				
3825				
3826				
3827				
3828				
3829				
3830				
3831				
3832				
3833				
3834				
3835				
3836				
3837				
3838				
3839				
3840				
3841				
3842				
3843				
3844				
3845				
3846				
3847				
3848				
3849				
3850				
3851				
3852				
3853				
3854				
3855				
3856				
3857				
3858				
3859				
3860				
3861				
3862				
3863				
3864				
3865				
3866				
3867				
3868				
3869				
3870				
3871				
3872				
3873				
3874				
3875				
3876				
3877				
3878				
3879				
3880				
3881				
3882				
3883				
3884				
3885				
3886				
3887				
3888				
3889				
3890				
3891				
3892				
3893				
3894				

Checkbook Transactions by category 2001

Month	January	February	March	April	May	June	July
Begin Bank Bal.	102,630.98	108,434.83	129,781.71	168,152.49	172,041.94	187,702.99	206,013.26
Begin Bal. per books	96,515.38	103,867.08	126,213.94	162,138.22	161,991.39	174,309.65	180,163.44
difference (checks out)	6,115.62	4,567.75	3,567.77	6,014.27	10,050.55	13,393.34	25,849.82
Disbursements							
Payroll	2,700.00	2,070.00	1,710.00	1,800.00	2,250.00	360.00	1,800.00
Utilities	970.03	965.83	0.00	1,964.60	1,077.88	1,011.07	1,254.90
Pest Control		50.00		50.00	100.00	0.00	50.00
Lot & sidewalk & halls	2,000.00	1,600.00	1,600.00	2,295.00	1,860.00	195.00	3,795.00
Water Testing	200.00	200.00	200.00	425.00	200.00	450.00	
Repairs & Maint	1,814.56	883.50	1,425.00	7,814.10	6,435.16	5,885.50	5,400.00
Maint Supplies	236.26	326.57	228.64	209.88	79.67	241.83	
Yusuf	2,932.02	639.53	4,133.11	6,718.51	4,493.41	8,730.43	6,534.61
Advertising	175.00	95.00	160.00	40.00	80.00	45.00	
VI Gross Receipts Tax	1,333.33	815.09	1,370.89	1,968.45	925.85	1,407.45	1,108.97
Real Estate Taxes							
Insurance		4,342.19					
Acct. & Legal		130.00	2,348.85		5,359.26	1,529.36	
Donation							
Transfer & Sec Dep. Pd.							
Total Disbursements	12,361.20	11,917.81	13,176.49	23,285.54	22,861.03	19,855.64	19,943.48
checklist	12,368.70	11,925.31	13,191.98	23,293.04	22,868.53	19,863.14	19,950.98
Diff	(7.50)	(7.50)	(15.50)	(7.50)	(7.50)	(7.50)	(7.50)

Checkbook Balancing 2001

Income							
Income from Tenants	\$19,720.42	\$34,272.17	48,116.27	23,148.21	35,186.79	25,716.93	36,789.25
Other Income							0.00
Telephone							0.00
Bank Charges	(7.50)	(7.50)	(15.50)	(7.50)	(7.50)	(7.50)	(7.50)
Dep. Slips & Checks	0.00						
Gross Income	19,712.92	34,264.67	48,100.77	23,138.71	35,179.29	25,709.43	36,781.75
Net Income	7,351.72	22,346.86	35,924.28	(146.83)	12,318.26	5,853.79	16,838.27
checklist	7,351.72	22,346.86	35,924.28	(146.83)	12,317.79	5,853.79	16,838.27
New Balance (per Books)	103,867.08	126,213.94	162,138.22	161,991.39	174,309.65	180,163.44	197,001.71
checklist						180,163.43	197,001.70
						0.01	
Bank Balance	108,434.83	129,781.71	168,152.49	172,041.94	187,702.99	206,013.26	213,373.86
checks outstanding	(4,567.72)	(3,567.94)	(6,015.89)	(10,051.37)	(13,394.17)	-0.83 (25,851.15)	(16,373.48)
Adjusted bank bal.	103,867.11	126,213.77	162,138.60	161,990.57	174,308.82	180,162.11	197,000.38
Book Balance	103,867.08	126,213.94	162,138.22	161,991.39	174,309.65	180,163.44	197,001.71
Difference	0.03	(0.17)	(1.62)	(0.82)	(0.83)	(1.33)	(1.33)
Checklist Balance	\$103,867.08	\$126,213.94	162,138.22	161,991.39	174,309.64	180,163.43	197,001.71
Diff	0.00	0.00	0.00	0.00	(0.01)	(0.01)	0.00

Jan Checks outstdg	Feb Cks Outstg	Cks Outstd	April Checks Outstg	May Checks Outstg	Jun Checks Out	July Cks out
2161 881.06	2169 void	2182 1,600.00	2255 715.50	2255 715.50	2255 715.50	2297 27.50
2164 2343.33	2173 95.00	2202 125.00	2256 795.00	2256 795.00	2256 795.00	2360 472.50
2165 Void	2180 95.00	2208 180.00	2257 1,192.50	2257 1,192.50	2257 1,192.50	2361 440.00
2168 1333.33	2182 1,800.00	2210 120.00	2258 2,000.00	2278 297.00	2278 297.00	2365 0.00
4567.72	2183 80.38	2211 lost-WAPA	2259 463.30	2279 330.00	2279 330.00	2369 378.00
	2187 815.09	2212 35.00	2260 65.00	2280 495.00	2280 495.00	2370 420.00
	2188 Void	2216 void	2261 220.00	2288 324.00	2288 324.00	2373 void
	2189 456.47	2217 void	2262 void	2289 270.00	2289 270.00	2374 65.00
	2190 35.00	2220 450.00	2264 1,968.45	2290 570.00	2290 570.00	2379 450.00
	2191 121.00	2221 void	2265 397.93	2294 200.00	2297 27.50	2380 562.50
	2192 270.00	2222 1,600.00	2266 958.89	2297 27.50	2301 502.50	2381 480.00
	3,567.94	2223 220.00	2267 337.50	2301 502.50	2302 301.50	2385 2,000.00
		2224 315.00	2268 375.00	2302 301.50	2303 335.00	2388 351.00
		2225 1,370.89	2269 562.50	2303 335.00	2312 400.00	2389 390.00
		6,015.89	10,051.37	2307 67.97	2313 385.00	2390 1,108.97
				2308 3,824.90	2314 667.50	2391 450.00
				2309 52.45	2321 247.50	1393 1,254.90
				2312 400.00	2322 305.00	1394 265.50
				2313 385.00	2323 420.00	1395 275.00
				2314 867.50	2327 65.00	1396 637.50
				2317 220.00	2328 220.00	1397 5,818.33
				2318 450.00	2329 216.00	1398 526.78
				2319 45.00	2330 240.00	16,373.48
				2320 925.85	2331 232.50	
				13,394.17	2332 65.00	
					2333 220.00	
					2334 382.50	

LEASE DATA

Type #	Business	last name	First Name	Position	work phone	home Phone	Lease Dt.	Term	Expires	status	#	Rent	Sq Ft	\$/Sq. Ft.	
Bay 2	U-Rental & Sales	Elcock & DeLaMotta	Claude & Hilda	Owners	778-7222	772-3591	2/1/00	5	1/31/05			\$ 995.00	1,250	\$ 9.55	
Bay 3	American Beeper	Leonardis	Robert	Owner	778-8558	778-8558	2/1/99	10	1/31/09			\$ 835.00	1,250	\$ 8.02	
Bay 4	Vacant	Vacant										\$ 1,150.00	1,250	\$ 11.04	
Bay 5	plaza extra-Vacant						V	V	Vacant	Vacant		\$ 1,825.00	3,125	\$ 7.01	
Bay 6	J & P Sales	Pifliero	Juan	Owner	778-6962	773-5349	8/1/01	5	7/31/06			\$ 2,340.00	3,125	\$ 8.99	
Bay 7	plaza extra-Vacant				V	V	V	V	Vacant	Vacant		\$ 1,692.71	3,125	\$ 6.50	
Bay 8	plaza extra-Vacant				V	V	V	V	Vacant	Vacant		\$ 2,864.58	6,250	\$ 5.50	
Bay 9	Naty's Cafeteria	Ruiz	Cesar	Owner	778-7020	778-3588	1/5/00	5	10/1/05	Renewed		\$ 625.00	500	\$ 15.00	
Bay 10	Kay's Travels	Zenon	Alidia	Owner	773-3236	773-7572	none		12/31/99	Expired-TAW		\$ 782.50	625	\$ 15.02	
Bay 11	Augutin Nolasco Perez	Torres	Augustin	Owner	none		1/1/01	2	1/1/03	Incr on renewal		\$ 600.00	625	\$ 11.52	
Bay 12	Vacant	Vacant					V	V	V			\$ 1,150.00	1,250	\$ 11.04	
Bay 13	Plaza Cafe	Martin	Horatio	Owner	778-4447	778-6038	NO Lease					\$ 1,355.00	1,250	\$ 13.01	
Bay 14	Vacant	Vacant					V	V	V			\$ 780.00	625	\$ 14.98	
Bay 15	VI Nails	Nguyen	Kent	Owner	692-2597	STT775-6660	2/1/00	5	1/31/05			\$ 575.00	625	\$ 11.04	
Bay 16	Bee's records	Bramble	Joseph	Owner	778-6146	778-5302	10/1/99	5	9/30/04	Renewal agmt		\$ 781.25	625	\$ 15.00	
Bay 17	Gill Electronics	Gill	Michael	Owner	778-5840	773-6945	4/1/01	5	3/31/06	Expired-TOW		\$ 781.25	625	\$ 15.00	
Bay 18	Elsa's Beauty Parlor	Elsa	Rodriguez	Owner	773-7212	778-6781	4/1/01	5	3/31/06			\$ 780.00	625	\$ 14.98	
Bay 19	47Th St. Jewelers	Perez	Emillio	Owner	778-7815	778-7758	Leaving 9/1/	V	V			\$ 781.25	625	\$ 15.00	
Bay 20	Peoples Laundry	Bellantine	Judith A.	Owner	773-2303/77	713-1066/772-	11/6/92	10	12/31/02	New Owner 12/99		\$ 2,650.00	1,250	\$ 25.44	
Bay 21	Dimansion Video	Roper	Eustace	Owner	none	773-6140	4/1/01	5	3/31/06			\$ 250.00	1,250	\$ 2.40	
Bay 22	Vacant	Vacant					V	V	V			\$ 900.00	1,250	\$ 8.64	
Bay 23	Mid Island Mensware	Idhelleh	Mahmud	Owner	778-5736	773-5049	4/1/01	5	3/31/06			\$ 1,165.00	1,750	\$ 7.99	
Bay 24	UIWU	Peters	Amos	Vice Pres	773-6055	778-2571/778-	6/30/99	10	5/31/09	Rent Incr 6/30/01		\$ 1,500.00	1,750	\$ 10.29	
Bay 25	Island Finance	Island finance	Norwest Fin. Corp	Owner	778-6292	773-2214	9/30/04	10	8/31/04	Rent Incr 10/1/01		\$ 2,406.25	1,750	\$ 16.50	
Bay 26	Sports Plus	Alicea	Luis	Owner	778-6446	778-2281	5/1/01	3	5/31/04			\$ 1,100.00	1,750	\$ 7.54	
Bay 27	Boyd Cleaners	Boyd	Dolores	Owner	778-1152	773-0664	7/1/99	10	7/31/09	Rent Incr 8/31/03		\$ 1,458.00	3,500	\$ 5.00	
Bay 28	Boyd Cleaners				same	same	same	same	same	same	same	same	incl above	Incl above	
Bay 29	Sunstroke-	Cienance	Rashidi	Owner	773-8393	771-1213	11/1/99	5	1/31/04	Rent Incr 11/1/01		\$ 729.00	1,750	\$ 5.00	
Bay 30	King Cash	Barry, Jr	Arthur & Deshawn	Owner	719-9564	713-9856	2/1/99	5	1/31/04			\$ 900.00	1,750	\$ 6.17	
Bay 36	Best Furniture	Hussein	Bakr & Akell	Owner	778-6440	773-4161	7/1/99	3	6/30/02	Rent Incr pending		\$ 7,000.00	10,500	\$ 8.00	
													Average	\$ 10.67	
Suite 1	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 525.00	520	\$ 20.77	
Suite 2	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 900.00	888	\$ 6.08	
Suite 3	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant		\$ 450.00	466	\$ 12.23	
Suite 3a	Mutual of Omaha	Phillip	Solomon	Owner	778-9655	773-5771	4/1/01	5	3/31/06			\$ 475.00	425	\$ 26.12	
Suite 4	Vacant						Vacant	Vacant	Vacant	Vacant		\$ 925.00	925	\$ 16.22	
Suite 5	Dr F. Alonso	Alonso	Dr. Francisca	Dr	778-6165	773-9216	4/1/01	5	3/31/06			\$ 1,250.00	1,250	\$ 5.71	
Suite 7	Vacant						Vacant	Vacant	Vacant	Vacant		\$ 595.00	576	\$ 15.10	
Suite 8	LEI Technology	Lindsey	Ronald	President	713-9336		2/1/00	5	1/31/05			\$ 725.00	720	\$ 25.00	
Suite 9	USW Regional Off.	Joseph	Frederick	Director	778-5634	772-3184	8/1/01	3	7/31/04			\$ 1,500.00	1,126	\$ 7.46	
Suite 11	Ranger Security	Richards	Delroy	Mgr	719-9698	778-8277/776-	5/1/99	3	4/30/02	can extend at 5%/yr		\$ 700.00	575	\$ 14.09	
Suite 12	vacant						V	V	V	V		\$ 675.00	576	\$ 5.73	
Suite 13	vacant-Storeroom						V	V	V	V		\$ 275.00	220	\$ 65.18	
Suite 14	USW 8526-Oct	Jackson	Gerry	Pres.	778-5906	692-5875	10/1/99	5	9/30/04			\$ 1,195.00	1,056	\$ 578.88	
store 30												\$50,941.79	64,948.00	\$ 57.68	Average
office 12															
Type #	Business	last name	First Name	Position	work phone	home Phone	Lease Dt.	Trm	Expires	status		Rent	Sq Ft	\$/Sq. Ft.	

35

No Leases
10 Kay Travels
13 Plaza Café

LEASE DATA

Type #	Business	last name	First Name	Position	work phone	home phone	Lease Dr.	Term	Expires	status	Rent	sq ft	sqd ft
Buy 1	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 500.00	500	500
Buy 2	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 500.00	500	500
Buy 3	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 450.00	450	450
Buy 4	Initial of Omaha	Phillips	Solution	Owner	773-8371	773-8371	4/1/01	5	3/31/08	Vacant	\$ 420.00	420	420
Buy 5	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 350.00	350	350
Buy 6	Dr. Antonio	Alonso	Dr. Francisco	Dr	773-9218	773-9218	4/1/01	5	3/31/08	Vacant	\$ 1,250.00	1,250	1,250
Buy 7	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 750.00	750	750
Buy 8	ELI Technology	Lindsey	Frank	President	773-9338	773-9338	3/1/01	5	2/28/04	Vacant	\$ 1,250.00	1,250	1,250
Buy 9	USW Regional Of	Joseph	Frederick	Director	773-9384	773-9384	3/1/01	5	2/28/04	Vacant	\$ 1,150.00	1,150	1,150
Buy 10	Ranger Security	Richard	Robert	Mgr	770-8277781	770-8277781	4/1/01	3	3/30/05	cont sched at 3/31/05	\$ 700.00	700	700
Buy 11	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 625.00	625	625
Buy 12	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 525.00	525	525
Buy 13	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 475.00	475	475
Buy 14	USW 8028-04	Jackson	Gene	Part	778-8008	885-5075	10/1/99	5	9/30/04		\$ 1,100.00	1,100	1,100
Buy 15	Average										\$20,341.79	61,988.00	\$ 67.98
Buy 16	Best Furniture	Howard	Harv & Alvin	Owner	773-4181	773-4181	7/1/99	3	6/30/02	Rent Inct pending	\$ 7,000.00	10,500	8,000
Buy 17	King Cash	Barry Jr	Arthur & Deborah	Owner	773-9884	773-9884	2/1/99	5	1/31/04		\$ 900.00	1,750	8,17
Buy 18	Sunshine	Christina	Zarkhi	Owner	773-8383	771-7213	11/1/99	2	1/31/04	Rent Inct 11/1/01	\$ 750.00	1,750	8,17
Buy 19	Good Barber	Christina	Zarkhi	Owner	773-8383	771-7213	11/1/99	2	1/31/04	Rent Inct 11/1/01	\$ 750.00	1,750	8,17
Buy 20	Bob's Barber	Gary	Dozier	Owner	778-1152	773-8884	7/1/99	3	3/31/03	Rent Inct 8/31/03	\$ 1,450.00	3,500	8,00
Buy 21	Spots Plus	Alison	Lisa	Owner	778-4448	778-2281	8/1/01	3	8/31/04		\$ 1,100.00	1,750	7,84
Buy 22	Island Finance	Island finance	Northwest Fir. Corp	Owner	778-8252	778-2214	8/31/04	10	8/31/04	Rent Inct 10/1/01	\$ 2,400.00	1,750	18,80
Buy 23	UWU	Patric	Anne	Vice Pres	773-6025	778-587778	8/31/01	10	8/31/08	Rent Inct 8/30/01	\$ 1,500.00	1,750	10,28
Buy 24	Midland Menswear	Isabelle	Abraham	Owner	778-5238	773-5048	4/1/01	5	3/31/08		\$ 1,180.00	1,750	7,98
Buy 25	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant			Vacant	\$ 900.00	2,500	8,84
Buy 26	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 27	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 28	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 29	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 30	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 31	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 32	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 33	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 34	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 35	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 36	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 37	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 38	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 39	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 40	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 41	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 42	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 43	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 44	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 45	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 46	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 47	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 48	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 49	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 50	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 51	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 52	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 53	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 54	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 55	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 56	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 57	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 58	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 59	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 60	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 61	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 62	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 63	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 64	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 65	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 66	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 67	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 68	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 69	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 70	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 71	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 72	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 73	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 74	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 75	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 76	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 77	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 78	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 79	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 80	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 81	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 82	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 83	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 84	Dimension Video	Robert	Eric	Owner	778-8140	778-8140	4/1/01	5	3/31/08		\$ 500.00	1,250	8,84
Buy 85	Dimension Video	Robert	Eric	Owner	778-8140	778-8140							

Tax Invoice List 1992 - 1999

Business	Unit	TOTAL	Billing Date	Date Due	March	Ammt	April	May	June	July	August	Sept	Balance	% Balance	
Kay's Travels	10	0.00	9-Feb-01	15-Mar-01									0.00	0%	
Gill Electronics	17	0.00	9-Feb-01	15-Mar-01									0.00	0%	
47Th St. Jewele	19	0.00	9-Feb-01	15-Mar-01									0.00	0%	
Dr Low-a-chee	3	0.00	9-Feb-01	15-Mar-01	06-Mar-01	*-195.5 pd	Credit rent						0.00	0%	
Mutual of Omaha	3a	0.00	9-Feb-01	15-Mar-01	06-Mar-01	*-500 Pd	Credit rent						0.00	0%	
Dr F. Alonso	5	0.00	9-Feb-01	15-Mar-01									0.00	0%	
USW Regional Off.	9	0.00	9-Feb-01	15-Mar-01									0.00	0%	
J P Sales	8	0.00	9-Feb-01	15-Mar-01									0.00	0%	
USW 8526-	14,2,7	99.50	9-Feb-01	15-Mar-01	29-Mar-01	(99.50)							0.00	0%	
Ranger Security	11	246.04	9-Feb-01	15-Mar-01						(246.04)			0.00	0%	
UIWU	24	374.41	9-Feb-01	15-Mar-01			(374.41)						0.00	0%	
Boyd Cleaners	27	374.41	9-Feb-01	15-Mar-01		(32.10)	(32.00)	(32.30)	(32.10)	(32.10)	(32.10)		181.71	49%	
American Beeper	3	534.87	9-Feb-01	15-Mar-01	16-Mar-01	(534.87)							0.00	0%	
Dimension Video	21	534.87	9-Feb-01	15-Mar-01			(250.00)			0.00			284.87	53%	
Crucian Fashions	12	534.87	9-Feb-01	15-Mar-01	gone								534.87	100%	GONE
Island Finance	25	748.82	9-Feb-01	15-Mar-01				(748.35)					0.00	0%	
King Cash	30	748.82	9-Feb-01	15-Mar-01				(200.00)		(48.32)	(200.00)		300.50	40%	
Dina's	14	1,046.81	9-Feb-01	15-Mar-01	gone								1,046.81	100%	GONE
Naty's Cafeteria	9	1,330.72	9-Feb-01	15-Mar-01									1,330.72	100%	
Irfel & figar	26	1,483.67	9-Feb-01	15-Mar-01	06-Mar-01					(300.00)			1,183.67	80%	Paying gone
Bee's records	16	1,760.90	9-Feb-01	15-Mar-01									1,760.90	100%	
Plaza Cafe	13	2,093.63	9-Feb-01	15-Mar-01									2,093.63	100%	
Mid Island Mensware	23	3,772.53	9-Feb-01	15-Mar-01			(500.00)						3,272.53	87%	
Best Furniture	36	33,930.20	9-Feb-01	15-Mar-01									33,930.20	100%	
Paid Bills		49,815.09		Pd to date		(666.47)	(1,156.41)	(980.65)	(32.10)	(626.46)	(232.10)	0.00	(3,694.19)		Total Paid
Bills	#	425,332.79											45,920.43		Total still Due
Business	Unit	TOTAL	Billing Date	Date Due	March	Ammt	April	May	June	July	August	Sept	Balance	% Balance	

Accts Receivable Current Month

Accounts Receivable

8/22/01

Type	#	Business	last name	First Name	Rent	Sq Ft	\$/Sq. Ft.	A/R 2001	Comments
Bay	2	U-Rental & Sales	Elcock & DeLaMot	Claude & Hilda	\$ 995.00	1,250	\$ 9.55	995.00	Late
Bay	3	American Beeper	Leonardis	Robert	\$ 835.00	1,250	\$ 8.02	0.00	
Bay	4	Vacant	Vacant	Vacant	\$ 1,150.00	1,250	\$ 11.04	V	
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,825.00	3,125	\$ 7.01	V	
Bay	6	JP Sales	Piñero	Juan	\$ 2,340.00	3,125	\$ 8.99	2,594.99	Int
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 1,692.71	3,125	\$ 6.50	V	
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vaca	\$ 2,864.58	6,250	\$ 5.50	V	
Bay	9	Naty's Cafeteria	Ruiz	Cesar	\$ 625.00	500	\$ 15.00	925.00	Late
Bay	10	Kay Travels	Zenon	Alidia	\$ 782.50	625	\$ 15.02	0.00	
Bay	11	Augustin Nolosco Torres	Nolosco-Torres	Augustin	\$ 600.00	625	\$ 11.52	1,350.00	Late
Bay	12	Vacant	Vacant	Vacant	\$ 1,150.00	1,250	\$ 11.04	0.00	settled \$4000 cash
Bay	13	Plaza Cafe	Martin	Horatio	\$ 1,355.00	1,250	\$ 13.01	16,700.84	PMT Plan \$1500/month
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	625	\$ 14.98	V	settled \$4000 @100/mo
Bay	15	VI Nails	Nguyen	Kent	\$ 575.00	625	\$ 11.04	0.00	
Bay	16	Bee's records	Bramble	Joseph	\$ 781.25	625	\$ 15.00	5,360.94	PMT Plan \$1000/mo
Bay	17	Gill Electronics	Gill	Michael	\$ 781.25	625	\$ 15.00	3,502.48	PMT Plan \$1200/month
Bay	18	Elsa Beauty Salon	Eisa	Rodriguez	\$ 780.00	625	\$ 14.98	0.00	
Bay	19	47Th St. Jewelers	Perez	Emillio	\$ 781.25	625	\$ 15.00	781.25	
Bay	20	Peoples Laundry	Ballantine	Judith A.	\$ 2,650.00	1,250	\$ 25.44	3,008.00	Late
Bay	21	Dimension Video	Roper.	Eustace	\$ 250.00	1,250	\$ 2.40	0.00	
Bay	22	Vacant	Vacant	Vacant	\$ 900.00	1,250	\$ 8.64	V	
Bay	23	Mid Island Mensware	Idheileh	Mahmud	\$ 1,165.00	1,750	\$ 7.99	0.00	
Bay	24	UIWU	Peters	Amos	\$ 1,500.00	1,750	\$ 10.29	0.00	
Bay	25	Island Finance	Island finance	Wells Fargo	\$ 2,406.25	1,750	\$ 16.50	0.00	
Bay	26	Sports Plus	Alecia	Luis	\$ 1,100.00	1,750	\$ 7.54	0.00	
Bay	27	Boyd Cleaners	Boyd	John & Dolores	\$ 1,458.00	3,500.00	\$ 5.00	0.00	
Bay	29	Sunstroke-	Clenance	Rashidi	\$ 729.00	1,750	\$ 5.00	729.00	
Bay	30	King Cash	Barry, Jr	Arthur	\$ 900.00	1,750	\$ 6.17	0.00	
Bay	32	Best Furniture	Hussein	Bakr & Akeil	\$ 7,000.00	10,500	\$ 8.00	11,053.88	PMT Plan
							Average	\$ 10.73	
Suite	1	Vacant	Vacant	Vacant	\$ 525.00	520	\$ 12.12	V	
Suite	2	Vacant	Vacant	Vacant	\$ 900.00	888	\$ 12.16	V	
Suite	3	Vacant	Vacant	Vacant	\$ 450.00	466	\$ 11.59	V	
Suite	3a	Mutual of Omaha	Phillip	Solomon	\$ 475.00	450	\$ 12.67	(25.00)	
Suite	4	Vacant	Vacant	Vacant	\$ 925.00	925	\$ 12.00	V	
Suite	5	Dr F. Alonso	Alonso	Dr. Francisco.	\$ 1,250.00	1,250	\$ 12.00	0.00	
Suite	7	Vacant	Vacant	Vacant	\$ 595.00	576	\$ 12.40	V	
Suite	8	LEI Technology	Lindsey	Ronald	\$ 725.00	720	\$ 12.08	0.00	
Suite	9	USW Regional Off.	Joseph	Fred	\$ 1,500.00	1,126	\$ 15.99	0.00	
Suite	11	Ranger Security	Richards	Delroy	\$ 700.00	575	\$ 14.61	0.00	
Suite	12	vacant	vacant	vacant	\$ 675.00	576	\$ 14.06	V	
Suite	13	vacant-Storeroom	vacant-Storeroom	vacant-Storeroor	\$ 275.00	220	\$ 15.00	V	
Suite	14	USW 8526-Oct	Jackson	Gerry	\$ 1,195.00	1,056	\$ 13.58	0.00	
Vacancy Rate						64,973.00	\$ 11.08	Average \$/Sq. Ft.	
stores	30	27%	22 Occupied		\$ 50,941.79			46,976.37	
Offices	13	54%	6 Occupied		Rent	Sq Ft	\$/Sq. Ft.	A/R 2001	

Installment to		Installment loans	
Payments YTD			
Felix		Felix	(\$840.00)
JP		JP	(\$1,400.00)
Liger		Liger	\$0.00 Ct 8/21
Maynard		Maynard	(\$125.00) Ct 8/22
Grand Total		(\$2,365.00)	
% of Billed			

Grand Total: \$ 2,982.00
% of Billed

Maynard	\$122.00	Ct 823
Liger	\$0.00	Ct 821
JP	\$1,400.00	
Felix	\$240.00	

Payments YTD
Installation to Installation loans

Office	30	Vacancy Rate	21%	Occupied	8	Occupied	360,841.78	2nd Fl.	\$12.97	AVR 2001	48,978.37	Average 2nd Fl.	64,973.00	\$ 11.96
Office	13	Rate	84%	Occupied	8	Occupied		2nd Fl.	\$12.97	AVR 2001	48,978.37	Average 2nd Fl.	64,973.00	\$ 11.96

Type	#	Business	Last Name	First Name	Rent	2d Fl.	2nd Fl.	AVR 2001	Comments
Bay	35	Best Furniture	Hussain	Bakr & Akel	\$ 2,000.00	\$ 2,000.00	10,800	3.00	PMT Plan
Bay	30	King Cash	Bakr, J	Arhif	\$ 800.00	\$ 800.00	1,750	0.17	
Bay	29	Entrustok	Chenace	Rashidi	\$ 720.00	\$ 720.00	1,750	3.00	
Bay	27	Boyd Cleaners	Boyd	John & Dorcas	\$ 1,488.00	\$ 1,488.00	3,500.00	0.00	
Bay	26	Sports Plus	Alicia	Luis	\$ 1,100.00	\$ 1,100.00	1,750	7.84	
Bay	25	Island Finance	Island Finance	Wells Fargo	\$ 2,400.25	\$ 2,400.25	1,750	10.28	
Bay	24	UWU	Peter	Anna	\$ 1,500.00	\$ 1,500.00	1,750	10.28	
Bay	23	Mid Island Hardware	Blair	Majumdar	\$ 1,168.00	\$ 1,168.00	1,750	7.99	
Bay	22	Vacant	Vacant	Vacant	\$ 300.00	\$ 300.00	1,250	0.84	V
Bay	21	Dimension Video	Peter	Eustace	\$ 280.00	\$ 280.00	1,250	2.40	
Bay	20	People Laundry	Balentine	Judith A.	\$ 2,880.00	\$ 2,880.00	1,250	22.14	Late
Bay	19	417th St Jewellers	Peter	Emilio	\$ 781.28	\$ 781.28	825	12.00	
Bay	18	East Beach Salon	Eisa	Rodriguez	\$ 780.00	\$ 780.00	825	14.88	
Bay	17	Gill Electronics	Gill	Mikolaj	\$ 781.28	\$ 781.28	825	12.00	
Bay	16	Best Records	Samble	Joseph	\$ 781.28	\$ 781.28	825	12.00	
Bay	15	Vi Halls	Nguyen	Kent	\$ 275.00	\$ 275.00	825	11.04	
Bay	14	Vacant	Vacant	Vacant	\$ 780.00	\$ 780.00	825	14.88	V
Bay	13	Rizza Cafe	Morho	Hortega	\$ 1,252.00	\$ 1,252.00	1,250	13.01	PMT Plan \$100/month
Bay	12	Vacant	Vacant	Vacant	\$ 1,250.00	\$ 1,250.00	1,250	11.04	settled \$400 cash
Bay	11	Augustin Nicotco Torres	Nicotco-Torres	Augustin	\$ 600.00	\$ 600.00	825	11.52	Late
Bay	10	Kay Tavern	Tanon	Albino	\$ 782.50	\$ 782.50	825	12.02	
Bay	9	Nat's Catering	Ruis	Cesar	\$ 828.00	\$ 828.00	500	12.00	Late
Bay	8	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 2,884.58	\$ 2,884.58	825	8.50	V
Bay	7	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 1,892.71	\$ 1,892.71	3,125	0.50	V
Bay	6	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 2,340.00	\$ 2,340.00	3,125	8.99	2,584.89 Int
Bay	5	plaza extra-Vacant	plaza extra-Vacant	plaza extra-Vacant	\$ 1,828.00	\$ 1,828.00	3,125	7.01	V
Bay	4	Vacant	Vacant	Vacant	\$ 1,150.00	\$ 1,150.00	1,250	11.04	V
Bay	3	American Paper	Leonida	Robert	\$ 892.00	\$ 892.00	1,250	8.02	
Bay	2	U-Rent & Sales	Black & Decker	Clara & Hilba	\$ 892.00	\$ 892.00	1,250	8.28	Late

Accounts Receivable Current Month

8/23/01

2001 Tax Calculation

Unit	Sq Ft	Business	Tax Due 2001	old #'s
2	1,250	U-Rental & Sales	526.20	535.75
3	1,250	American Beeper	526.20	535.75
4	1,250	Vacant	V	
5	3,125	plaza extra-Vacant	V	
7	3,125	plaza extra-Vacant	V	
8	6,250	plaza extra-Vacant	V	
9	500	Naty's Cafeteria	210.48	214.30
10	625	Kay Travels	263.10	267.88
11	625	Nolasco Shoe Repair	263.10	267.88
12	1,250	vacant	V	
13	1,250	Plaza Cafe	526.20	535.75
14	625	Vacant	V	
15	625	VI Nails	263.10	267.88
16	625	Bee's records	263.10	267.88
17	625	Gill Electronics	263.10	267.88
20	1,250	Peoples Laundry	526.20	535.75
21	1,250	Dimension Video	526.20	535.75
22	1,250	Vacant	V	
23	1,750	Mid Island Mensware	736.68	750.05
24	1,750	UIWU	736.68	750.05
25	1,750	Island Finance	736.68	750.05
27	3,500	Sion Farm Cleaners	1,473.36	1500.10
28	Incl above	Incl above	Incl above	
29	1,750	Sunstroke-	736.68	750.05
30	1,750	King Cash	736.68	750.05
32	10,500	Best Furniture	4,420.08	4500.30
Offices don't pay taxes				
1	520	Vacant	V	
2	888	Vacant	V	
3	466	vacant	V	
4	925	Vacant	V	
7	576	Vacant	V	
12	576	vacant	V	
13	220	vacant-Storeroom	V	
Number -B	18	Total	13,733.82	13,983.08

Number - B	Rate	Description	Rate	Rate
18	250	Vacant	250	250
19	250	Vacant	250	250
20	250	Vacant	250	250
1	250	Vacant	250	250
4	250	Vacant	250	250
3	250	Vacant	250	250
5	250	Vacant	250	250
1	250	Vacant	250	250
Offices paid by taxes				
25	10,000	Best Furniture	4,430.08	4,200.00
30	1,120	King Cash	130.00	120.00
38	1,120	Shutrope	130.00	120.00
38	incl above	incl above	incl above	
31	3,200	Shon Farm Cleaners	1,413.30	1,200.00
32	1,120	Island Finance	130.00	120.00
34	1,120	UWU	130.00	120.00
33	1,120	Mid Island Menswear	130.00	120.00
33	1,120	Vacant		
31	1,120	Dimension Video	250.50	232.12
30	1,120	Peoples Laundry	250.50	232.12
11	852	Gill Electronics	503.10	501.88
10	852	Bee's records	503.10	501.88
12	852	VI Mail	503.10	501.88
14	852	Vacant		
13	1,120	Blaze Cafe	250.50	232.12
15	1,120	Vacant		
11	852	Indisco Shoe Repair	503.10	501.88
10	852	Kay Travel	503.10	501.88
8	200	Maly's Cafeteria	310.48	314.30
8	852	blaze extra-Vacant		
1	3,122	blaze extra-Vacant		
2	3,122	blaze extra-Vacant		
4	1,120	Vacant		
3	1,120	American Beeper	250.50	232.12
5	1,120	U-Rental & Sales	250.50	232.12
Unit	Rate	Business	Tax Due 3001	Old #2

2001 Tax Calculation

*Don
Rent Fee* *Basin
2001
and*

Type	#	Business	A/R 2001	A/R 2000	A/R 99
Bay	2	U-Rental & Sales	0.00	(995.00)	0.00
Bay	3	American Beeper	835.00	0.00	0.00
Bay	4	Vacant	8,280.00	8,280.00	2,435.00
Bay	5	plaza extra-Vacant	V	V	0.00
Bay	6	J & P Sales	4,410.00	2,070.00	4,680.00
Bay	7	plaza extra-Vacant	V	V	V
Bay	8	plaza extra-Vacant	V	V	V
Bay	9	Naty's Cafeteria	925.00	300.00	0.00
Bay	10	Kay's Travels	2,147.50	1,365.00	1,565.00
Bay	11	Vacant	2,648.35	2,648.35	582.40
Bay	12	Crucian Fashions	4,250.00	3,400.00	(850.00)
Bay	13	Plaza Cafe	18,895.00	17,540.00	16,280.00
Bay	14	Dina's	6,654.00	6,029.00	4,304.00
Bay	15	Pronails	(575.00)	(575.00)	0.00
Bay	16	Bee's records	4,181.25	3,400.00	6,625.00
Bay	17	Gill Electronics	5,776.00	4,994.75	5,711.75
Bay	18	Vacant	0.00	0.00	5,350.00
Bay	19	47Th St. Jewelers	781.25	0.00	0.00
Bay	20	Peoples Laundry	2,658.00	2,658.00	0.00
Bay	21	Dimension Video	250.00	0.00	0.00
Bay	22	MP Medical Prod.	2,071.67	1,521.67	0.00
Bay	23	Mid Island Mensware	1,166.67	0.00	0.00
Bay	24	UIWU	0.00	0.00	0.00
Bay	25	Island Finance	2,486.25	0.00	0.00
Bay	26	Irfel & figar	2,916.00	2,187.00	0.00
Bay	27	Boyd Cleaners	0.00	(1,458.33)	(1,458.33)
Bay	28	Boyd Cleaners	Incl above	Incl above	Incl above
Bay	29	Sunstroke-	0.00	(729.00)	(729.00)
Bay	30	King Cash	900.00	0.00	0.00
Bay	36	Best Furniture	7,000.00	0.00	14,000.00
Suite	1	Vacant	V	V	0.00
Suite	2	Vacant	V	V	0.00
Suite	3	Dr Low-a-chee	400.00	0.00	0.00
Suite	3a	Mutual of Omaha	0.00	(475.00)	475.00
Suite	4	Vacant	V	V	0.00
Suite	5	Dr F. Alonso	1,250.00	0.00	0.00
Suite	7	Vacant	25.00	25.00	0.00
Suite	8	LEI Technology	0.00	(675.00)	0.00
Suite	9	USW Regional Off.	0.00	(1,500.00)	(1,500.00)
Suite	11	Ranger Security	0.00	(700.00)	(700.00)
Suite	12	vacant	V	V	V
Suite	13	vacant-Storeroom	V	V	V
Suite	14	USW 8526-Oct	1,195.00	0.00	0.00
stores	33		32,135.50	49,311.44	56,750.82
offices	12				

Paying in tolls
Paying debt

Jan 1/01 Balance

Paying disk all
- Paying 1500/mo

Paying \$1000/mo

A/R 2001 A/R 2000 A/R 99

DATE: 25 OCT 2000

PRICE-BOOK

PLAZA EXTRA

PAGE: 159

UPC	DESCRIPTION	P.A.	A.P.A.	COST	FREIGHT	DUTY	UNIT	DATES	1	2	3	4	CODE
005000048044	24 5.5 Z SNIOR SL/LAMB&RCE	0.00	0.00	7.37	0.00	0.00	0.31						189951
005000048054	24 5.5 Z SNIOR O/WHT/FISH	0.72	0.00	6.65	* 0.00	0.00	0.28	05/15/00-12/29/00					189977
002310001059	24 5.5 Z WHISK COUNTRY CHI	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					082081
002310002006	12 21.2Z WHISK MEALTIME CA	0.00	0.00	9.31	0.00	0.00	0.78						086611
002310001118	24 5.5 Z WHISK BEEF	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					087502
002310002056	12 21.2Z WHISK CHIX/TUN DI	0.00	0.00	9.31	0.00	0.00	0.78						087668
002310001134	24 5.5 Z WHISK SEASIDE SUP	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					155036
002310001267	24 3 Z WHISK HRTY BF N G	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					159509
002310001269	24 3 Z WHISK COD SHRMP S	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					159814
002310001268	24 3 Z WHISK OCE WHTFSH/	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					160184
002310001258	24 3 Z WHISK POACHED SAL	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					160267
002310001264	24 3 Z WHISK TUNA IN SAU	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					160275
002310001259	24 3 Z WHISK COUNTRY CHI	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					161257
002310001270	24 3 Z WHISK TURKEY & GI	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					161638
002310001266	24 3 Z WHISK TURKEY N GR	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					161687
002310001144	24 5.5 Z WHISK SEAFOOD SAU	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					183012
002310001304	24 5.5 Z WHISK MEATIME	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					183061
002310001164	24 5.5 Z WHISK CHIK/LIVER	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					183285
002310001124	24 5.5 Z WHISK SALMON SUPR	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					183319
002310001014	24 5.5 Z WHISK BIT O BEEF	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					183376
002310001054	24 5.5 Z WHISK TUNA CHIX C	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					184010
002310001305	24 12.3Z WHISK MEALTIME	0.00	0.00	11.29	0.00	0.00	0.47						184069
002310001441	24 3 Z WHISK HS TROUT/SA	0.00	0.72	6.71	* 0.00	0.00	0.28	09/11/00-12/29/00					185041
002310001442	24 3 Z WHISK HS MIXED GR	0.00	0.72	6.71	* 0.00	0.00	0.28	09/11/00-12/29/00					185397
002310001439	24 3 Z WHISK HS CHICK LI	0.00	0.72	6.71	* 0.00	0.00	0.28	09/11/00-12/29/00					185637
002310001440	24 3 Z WHISK HS CHICK SA	0.00	0.72	6.71	* 0.00	0.00	0.28	09/11/00-12/29/00					185645
002310001057	24 5.5 Z WHISK MORSEL W/ T	0.00	0.72	6.71	* 0.00	0.00	0.28	07/17/00-12/29/00					188037
452	CAT FOOD DRY												
007910001522	12 3.5 Z 9LIVE DRY CAT SUP	0.00	0.00	40.21	0.00	0.00	3.35						138529
001113201250	12 16.2Z ALPO SEAFOOD	0.00	0.00	9.33	0.00	0.00	0.78						191957
001113201242	12 16.2Z ALPO GOURMET DIN	0.00	0.00	9.33	0.00	0.00	0.78						191965
007015592492	12 3.1LB CAT-C OCEANFISH 1	2.68	0.00	16.61	* 0.00	0.00	1.38	06/12/00-12/29/00					064915
007015592491	12 3.1LB CAT-C CHICKEN 1.7	2.68	0.00	16.61	* 0.00	0.00	1.38	06/12/00-12/29/00					065482
007015512457	12 16 Z CAT-C CAT BOCEAN	0.00	0.72	6.39	0.00	0.00	0.53	11/27/00-12/29/00					184291
007015512164	5 6 LB CAT/C CHICKEN FLA	0.00	2.50	12.12	* 0.00	0.00	2.42	02/07/00-12/29/00					181081
007015512990	5 6 LB CAT/C OCEAN/FISH/	0.00	2.50	12.12	* 0.00	0.00	2.42	02/07/00-12/29/00					181180
005000008450	12 3.2LB CHEF BLEND CAT F	0.00	0.00	30.39	0.00	0.00	2.53						189860

HAMD665071

Exhibit BB

From: Neje F. Yusuf [mailto:nejeh27@earthlink.net]
Sent: Tuesday, April 15, 2014 7:47 PM
To: Mikee Yusuf; Yusuff Yusuf
Cc: Willie Hamed
Subject: Fwd: Scanning Project

FYI

Sent from St. Thomas, Virgin Islands

Begin forwarded message:

From: "Joyce Bailey" <joycebailey@earthlink.net>
Date: April 15, 2014 at 3:11:58 PM AST
To: <nejeh27@earthlink.net>
Subject: Scanning Project

Dear Neje,

In anticipation of starting this project I will need to purchase the following items per my engagement letter:

The equipment needed:

- High speed Scanner
- Computer with software capable of accepting scanned documents and creating Adobe PDF files
- Desk
- Chair
- Shelving to accommodate 140 boxes

Please let me know if you will procure the items listed above or you would like me to procure them and bill United Corporation. I also anticipate needing between 200 & 300 sq feet of space.

Joyce Bailey
joycebailey@earthlink.net
Phone: 340-777-6156 Cell: 340-514-4897 Fax: 866-257-5057

EXHIBIT BB

Exhibit CC

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 4151-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel-Railey

(Street Address) 10-1-19 Estate Peterburg

(City) St. Thomas, United States Virgin Islands (USVI)

Description of Item(s): The Following Items were provided in response to subpoena

- Box 1 - Daily Cashier Reports
- Box 2 - Daily Cashier Reports
- Box 3 - Daily Cashier Reports
- Box 4 - Daily Cashier Reports
- Box 5 - Daily Cashier Reports
- Box 6 - Daily Cashier Reports
- Box 7 - Daily Cashier Reports
- Box 8 - Daily Cashier Reports
- Box 9 - Register Receipts and Daily Cashier Reports
- Box 10 - Daily Balance Sheets, R/U ELS
- Box 11 - Daily Balance Sheets, R/U ELS
- Box 12 - Daily Balance Sheets, R/U ELS
- Box 13 - Register Receipts
- Box 14 - Daily Cashier Reports
- Box 15 - Daily Cashier Reports
- Box 16 - Daily Balance Sheets, A/E x ELS
- Box 17 - Daily Cashier Reports
- Box 18 - Daily Cashier Reports

Received By: Joyce Wensel-Railey
(Signature)

Received From: [Signature]
(Signature)

EXHIBIT
CC

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-SJ-38281

On (date) April 24, 2014

- item(s) listed below were:
- Received From
 - Returned To
 - Released To
 - Seized

(Name) Joyce Wensel-Bailey
 (Street Address) 10-1-19 Estate Peterburg
 (City) St. Thomas, United States Virgin Islands (USVI)

Description of Item(s): The following items were provided in response to a subpoena

- Box 19 - Daily Cashier Reports
- Box 20 - Register Receipts GLS & AJE's
- Box 21 - Daily Cashier Reports
- Box 22 - Corporate Records
- Box 23 - Daily Cashier Reports
- Box 24 - Register Receipts
- Box 25 - Daily Cashier Reports
- Box 26 - Daily Cashier Reports
- Box 27 - Daily Cashier Reports
- Box 28 - Daily Cashier Reports
- Box 29 - Register Receipts
- Box 30 - Register Receipts
- Box 31 - Daily Cashier Reports
- Box 32 - Daily Cashier Reports
- Box 33 - Daily Cashier Reports
- Box 34 - Daily Cashier Reports
- Box 35 - Register Receipts
- Box 36 - Register Receipts

Received By: [Signature]
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 4152-SJ-38281

On (date) April 24, 2014

- item(s) listed below were:
- Received From
 - Returned To
 - Released To
 - Seized

(Name) Joyce Wenzel-Railey

(Street Address) 10-1-19 Estate Peter-borg

(City) St. Thomas, United States Virgin Islands (USVI)

Description of Item(s): The Following Items were provided in response to a subpoena

- Box 37 - Register Receipts
- Box 38 - Register Receipts; Review; Update G/L's
- Cashier Reports
- Box 39 - Register Receipts Documents
- Box 40 - Register Receipts
- Box 41 - Register Receipts
- Box 42 - Daily Cashier Reports
- Box 43 - Daily Cashier Reports
- Box 44 - Daily Cashier Reports
- Box 45 - Register Receipts
- Box 46 - Daily Cashier Receipts
- Box 47 - Daily Cashier Reports
- Box 48 - Tax Records (Pablo Oneal)

Received By: [Signature]
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel-Bailey

(Street Address) 10-1-19 Estate Peterborg

(City) ST. Thomas, United States Virgin Islands (USVI)

Description of Item(s): The following items were acquired from Plaza Extra Supermarket, Tutu Park Shopping Center, St. Thomas, USVI Plaza Extra St. Croix, USVI stores

ITEM # 1 (1B135 - box) Documents including Bank records, financial documents and miscellaneous records

ITEM # 2 (1B179 - box) vendor invoices, accounts payable and misc records

ITEM # 3 (1B175 - box 2 r/w) Payroll accounts, vendor invoices and misc records

ITEM # 4 (1B170 - box) financial records, vendor invoices and misc items

ITEM # 5 (1B169 - box) vendor invoices, brochures, bank records, financial documents and misc records

ITEM # 6 (1B163 - box) vendor invoices and misc records

ITEM # 7 (1B173 - box) vendor invoices, accounts payable and misc records

ITEM # 8 (1B180 - box) financial records, vendor invoices, Plaza Extra Accounting records and misc documents

ITEM # 9 (1B176 - r/w) Financial records

ITEM # 10 (1B154 - box) financial documents and misc records

ITEM # 11 (1B38 - 2 r/w) misc documents and financial records

ITEM # 12 (1B35 - box) Bank documents and misc records

Received By: Joyce Bailey
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Weisel-Baiky
 (Street Address) 10-1-19 Estate Peterborg
 (City) St. Thomas, US VI

Description of Item(s): ITEM #12 (continued); and misc records
ITEM #13 (1B79-box) financial records and
MISC records
ITEM #14 (1B21-box) Documents including Plaza
Extra Accounting records and misc records
ITEM #15 (1B106-R/W) Plaza Extra Accounting records
ITEM #16 (1B102-box 3 r/o) Documents including ^{MISC pp}
Plaza Extra Accounting records and
MISC records.
ITEM #17 (1B106-R/W) Employee records and documents
ITEM #18 (1B76-2 R/W) financial records and Plaza
Extra Accounting documents
ITEM #19 (1B22-box) MISC Documents incl. financial
records and bank documents
ITEM #20 (1B82-box) financial records and bank documents
ITEM #21 (1B95-box) documents including vendor
invoices, Plaza Extra Accounting records, bank
records and MISC
ITEM #22 (1B51-R/W) MISC papers/documents and
financial records

Received By: [Signature] Received From: [Signature]
 (Signature) (Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415 L-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel-Bailey

(Street Address) 10-199 Estate Peterborg

(City) St. Thomas, USVI

Description of Item(s): ITEM # 23 (1B83 - box) Bank Records - Financial
ITEM # 24 (1B33 - box) Bank documents & Plaza
Extra Accounting Records
ITEM # 25 (1B87 - box) Financial records, bank
documents and Plaza Extra Accounting records
ITEM # 26 (1B85 - box) Financial Records and
Bank Records
ITEM # 27 (1B26 - box) Bank documents
ITEM # 28 (1B47 - box) Financial records (black +
gray storage box returned in 2002), vendor
invoices and miscellaneous documents
ITEM # 29 (1B72 - r/w) Financial records and
Misc. documents
ITEM # 30 (1B74) Financial records and Plaza
Extra Accounting records
ITEM # 31 (1B46 r/w) Financial records and
MISC DOCUMENTS
ITEM # 32 (1B71 r/w) vendor invoices and ^{financial} misc records
ITEM # 33 (1B37 - box) Bank documents,
Tax records and MISC DOCUMENTS

Received By: Joyce Wensel-Bailey
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L SJ-38201On (date) April 24, 2014

item(s) listed below were:

- Received From
 Returned To
 Released To
 Seized

(Name) Joyce-Wensel-Bailey
(Street Address) 10-1-19 Estate Peterborg
(City) ST. THOMAS, USVI

Description of Item(s): ITEM # 34 (1B103 2rlw) financial and
MISC DOCUMENTS
ITEM # 35 (1B148-rlw) MISC DOCUMENTS, balance sheets,
and Plaza Extra Accounting Records.
ITEM # 36 (1B55-box r/w) Plaza store sales reports,
and Plaza Extra documents
ITEM # 37 (1B48-box r/w) financial records, bank
records and misc documents.
ITEM # 38 (1B25-box) bank documents, and Plaza
Extra Accounting records
ITEM # 39 (1B53 +rlw) misc financial papers
ITEM # 40 (1B40-box) bank documents and
misc documents/records
ITEM # 41 (1B81-2rlw) financial records, + Plaza
Extra Accounting records.
ITEM # 42 (1B63 rw) Employee records.
ITEM # 43 (1B88-box) bank statements, and
financial records
ITEM # 44 (1B29-box r/w) Pay stubs and bank
records

Received By: Joyce-Wensel-Bailey
(Signature)Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415 L-55 - 8281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel-Bailey

(Street Address) 10-1-19 estate parkway

(City) ST. THOMAS, USVI

Description of Item(s): ITEM #45 (1B75 r/w) Financial records

ITEM #46 (1B77-box) financial records and bank documents

ITEM #47 (1B60-box) Accounts payable and vendor invoices

ITEM #48 (1B101-box) misc documents, Plaza Extra Accounting records

ITEM #49 (1B58-box) accounts payable, and vendor invoices

ITEM #50 (1B34 box) misc documents, pay stubs, time and attendance

ITEM #51 (1B97-2r/w) misc documents, Plaza Extra Accounting Records

ITEM #52 (1B99-box) misc documents, receipts and Plaza Extra Accounting records

ITEM #53 (1B104-box) misc documents, financial records and Plaza Extra Accounting records

ITEM #54 (1B105-box r/w) misc documents and Plaza Extra Accounting records

ITEM #55 (1B84-box) Bank records financial records

Received By: Joyce Wensel-Bailey
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel-Bailey

(Street Address) 101-19 Estate Parkway

(City) St. Thomas, USVI

Description of Item(s): ITEM # 56 (1B39 - 2 rw) MISC DOCUMENTS

ITEM # 57 (1B57 - box) Accounts payable and vendor invoices

ITEM # 58 (1B27 - box) Bank documents, A.I. Plaza Extra Accounting Records

ITEM # 59 (1B89 - box) General journal, ledger and Plaza Extra Accounting Records

ITEM # 60 (1B67 - rw) Employee records & misc documents

ITEM # 61 (1B108 - box) financial records and vendor invoices

ITEM # 62 (1B73 - rw) financial records

ITEM # 63 (1B96 - rw) MISC DOCUMENTS

ITEM # 64 (1B86 - box rw) financial records and MISC DOCUMENTS

ITEM # 65 (1B32 - box) Bank documents

ITEM # 66 (1B113 - box) Computer evidence including

ITEM 14, ITEM 15, ITEM 17, ITEM 18,

ITEM 31, ITEM 32, ITEM 37, ITEM 43,

ITEM 45, ITEM 49, ITEM 55, ITEM 88A,

ITEM 90, ITEM 176

Received By: Joyce Wensel-Bailey
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-55-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wenzel - Bailey
 (Street Address) 10-1-19 Estate Parkway
 (City) St. Thomas, USVI

Description of Item(s): ITEM # 67 (1B110 - box) Various Documents including tax financial + misc records/tax sales figs + receipts and misc items
ITEM # 68 (1B24 RW) misc documents and financial documents
ITEM # 69 (1B23 RW) misc documents including financial records
ITEM # 70 (1B18 - RW) misc financial papers
ITEM # 71 (1B111 - 2 RW) misc documents and cards misc papers/documents misc items
ITEM # 72 (1B112 RW) computer evidence including:
ITEM 63, ITEM 65, ITEM 71, ITEM 72, ITEM 73, ITEM 74, ITEM 75, ITEM 87, ITEM 89, ITEM 153, ITEM 187, ITEM 189
ITEM # 73 (1B116 - RW) misc documents
ITEM # 74 (1B41 - RW) Seena Bank documents
ITEM # 75 (1B100 - box) misc documents
ITEM # 76 (1B147 - box) Documents/Deposit slips
ITEM # 77 (1B144 - RW) misc documents
ITEM # 78 (1B151 - RW) misc documents - Daily balance sheets

Received By: Joyce Wenzel - Bailey (Signature) Received From: [Signature] (Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-55-38281

On (date) April 24, 2014

item(s) listed below were:
 Received From
 Returned To
 Released To
 Seized

(Name) Joyce Wensel-Bailey
(Street Address) 10-1-19 Estate Peterborg
(City) ST. MARIAS, VSVT

Description of Item(s): ITEM # 79 (1B150-AL) MISC DOCUMENTS,
Deposit slips + financial records
ITEM # 80 (1B149-Box) MISC Documents and
Dulanic sheets
ITEM # 81 (1B146-Box) - MISC DOCUMENTS
ITEM # 82 (1B152-Box) - MISC DOCUMENTS and
Daily Reports
ITEM # 83 (1B117-2Rlw) - daily Balance Sheets
ITEM # 84 (1B118-Box Rlw) Daily Balance Sheets
ITEM # 85 (1B185-2R) Plaza Extra St. Maras
business card + work receipt for
we need itamed (only went taken from ST. Maras extra
Wanted itamed (residence) Plaza Extra store
ITEM # 86 (1B94-Box) Personal Financial Documents
ITEM # 87 (1B242-Box) MISC DOCUMENTS
ITEM # 88 (1B212-Box) Financial Documents
ITEM # 89 (1B192-Box Rlw) Plaza Extra Accounting
records, misc documents, misc items
Financial Record + bank records
ITEM # 90 (1B256-Box) MISC DOCUMENTS.

Received By: Joyce Wensel-Bailey (Signature)
Received From: [Signature] (Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415 L-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wenzel-Bailey

(Street Address) 10-1-19 - Estate Peterborg

(City) St. Thomas, USVI

Description of Item(s):

- ITEM # 91 (1B 237-Box) Misc Documents
- ITEM # 92 (1B 246-Box) Misc Documents
- ITEM # 93 (1B 195-RW) ITEM 51495 SUMMARY REPORTS
- ITEM # 94 (1B 201-Box) Financial Records
- ITEM # 95 (1B 243-Box) Misc Documents
- ITEM # 96 (1B 193-Box) Misc Documents
- ITEM # 97 (1B 198-Box) Financial Documents
- ITEM # 98 (1B 208-RW) Financial Documents
- ITEM # 99 (1B 247-Box) Misc Documents
- ITEM # 100 (1B 234-RW) Bank Records
- ITEM # 101 (1B 270-RW) Misc Documents
- * MISCILLANEOUS
- ITEM # 102 (1B 365-RW) Misc Documents
- ITEM # 103 (1B 386-RW) Misc Records
- ITEM # 104 (1B 298-Box) Misc Documents
- ITEM # 105 (1B 359-RW) Box with Documents
- ITEM # 106 (1B 389-Box) Misc Records
- ITEM # 107 (1B 412-Box) Misc Receipts
- ITEM # 108 (1B 390-Box) Misc Records
- ITEM # 109 (1B 391-Box) Misc Records

Received By: Joyce Wenzel-Bailey
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415 L-55-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel - Bailey

(Street Address) 10-1-19 - Estate Peter Dorg

(City) ST. MARYS, USVI

Description of Item(s): ITEM 109 (cont'd) video cassette.

ITEM #110 (1B 303-RW) MISC DOCUMENTS

ITEM #111 (1B 404-RW) ITEM 8 BULKY MISC

DOCUMENTS

ITEM #112 (1B 405-2RW) ITEM 8 BULKY MISC DOCUMENTS

ITEM #113 (1B 395-2RW) MISC DOCUMENTS

ITEM #114 (1B 396-2RW) MISC DOCUMENTS

ITEM #115 (1B 397-2RW) MISC DOCUMENTS

ITEM #116 (1B 398-RW) MISC DOCUMENTS

ITEM #117 (1B 399-2RW) MISC DOCUMENTS

ITEM #118 (1B 400-2RW) MISC DOCUMENTS

ITEM #119 (1B 401-2RW) MISC DOCUMENTS

ITEM #120 (1B 402-2RW) MISC DOCUMENTS

ITEM #121 (1B 403-RW) MISC DOCUMENTS

ITEM #122 (1B 304-bx) MIS DOCUMENTS

ITEM #123 (1B 411-bx) BOX OF RECEIPTS

ITEM #124 (1B 364-bx) MISC DOCUMENTS

ITEM #125 (1B 308-RW) FINANCIAL RECORDS

and MISC DOCUMENTS

ITEM #126 (1B 308-RW) MISC DOCUMENTS

Received By: Joyce Wensel - Bailey
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-ST-38281

On (date) April 24, 2004

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel - Bailey
 (Street Address) 10-1-19 Estate Petriburg
 (City) ST. THOMAS, USVI

Description of Item(s): ITEM # 127 (1B312-box) MISC DOCUMENTS
ITEM # 128 (1B383-2RW) Plaza Extra DOCUMENTS
and misc RECORDS.
ITEM # 129 (1B378-box) RECEIPTS, VENDOR
INDICES and MISC DOCUMENTS
ITEM # 130 (10211-box) MISC DOCUMENTS
ITEM # 131 (1B362-2RW) MISC DOCUMENTS
ITEM # 132 (1B319-box) MISC DOCUMENTS
ITEM # 133 (1B321-box) MISC DOCUMENTS.
ITEM # 134 (1B387-box) MISC RECORDS AND
MISC DOCUMENTS
ITEM # 135 (1B327-2RW) MISC DOCUMENTS
BANK RECORDS
ITEM # 136 (1B331-box) MISC DOCUMENTS
FINANCIAL STATEMENTS
ITEM # 137 (1B406-box) LOGS - Plaza
Extra Daily Balance Sheets

~~ITEM # 138 (1B332-box) MISC DOCUMENTS~~
~~ITEM # 139 (1B333-box) MISC DOCUMENTS~~
~~ITEM # 140 (1B334-box) MISC DOCUMENTS~~
~~ITEM # 141 (1B335-box) MISC DOCUMENTS~~
~~ITEM # 142 (1B336-box) MISC DOCUMENTS~~
~~ITEM # 143 (1B337-box) MISC DOCUMENTS~~
~~ITEM # 144 (1B338-box) MISC DOCUMENTS~~
~~ITEM # 145 (1B339-box) MISC DOCUMENTS~~
~~ITEM # 146 (1B340-box) MISC DOCUMENTS~~
~~ITEM # 147 (1B341-box) MISC DOCUMENTS~~
~~ITEM # 148 (1B342-box) MISC DOCUMENTS~~
~~ITEM # 149 (1B343-box) MISC DOCUMENTS~~
~~ITEM # 150 (1B344-box) MISC DOCUMENTS~~

Received By: [Signature]
(Signature)

Received From: [Signature]
(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 415L-SJ-38281

On (date) April 24, 2014

item(s) listed below were:

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce - Wensel - Bailey

(Street Address) 10-1-19 Estate Peterborg

(City) ST. THOMAS, USVI

Description of Item(s): ITEM # 138 (1B 337-box) MISC

DOCUMENTS, BANK RECORDS and MISC ITEMS

ITEM # 139 (1B 381-box) MISC RECORDS, PLATA

EXTRA ACCOUNTING RECORDS

ITEM # 140 (1B 384-2RW) MISC RECORDS

ITEM # 141 (1B 385-2RW) MISC RECORDS and PLATA

EXTRA ACCOUNTING DOCUMENTS

ITEM # 142 (1B 370-box) MISC DOCUMENTS-VENDOR WORKS

ITEM # 143 (1B 342-RW) MISC DOCUMENTS and

financial records

ITEM # 144 (1B 371-box) MISC DOCUMENTS and

vendor INVOICES

ITEM # 145 (1B 343-box) MISC DOCUMENTS and

bank records

ITEM # 146 (1B 376-RW) MISC DOCUMENTS and

PLATA EXTRA ACCOUNTING RECORDS

ITEM # 147 (1B 408-RW) RECEIPTS and

MISC ITEMS

ITEM # 148 (1B 373-box) MISC DOCUMENTS and

BANK RECORDS

Received By: [Signature]

(Signature)

Received From: [Signature]

(Signature)

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
Receipt for Property Received/Returned/Released/Seized

File # 4154-SJ-38281

On (date) April 24, 2011

- Received From
- Returned To
- Released To
- Seized

(Name) Joyce Wensel-Bartley
 (Street Address) 10-1-19 Estate Petersburg
 (City) St. Thomas, USVI

- Description of Item(s):
- ITEM # 149 (IB 361-RW) Misc Documents
 - ITEM # 150 (IB 367-RW) Deposit tickets, Bank + Financial statements & Misc Documents
 - ITEM # 151 (IB 372-RW) Misc Documents
 - ITEM # 152 (IB 351-box) Misc Documents - Bank
 - ITEM # 153 (IB 409-box^{R/W}) Receipts & Plaza Extra Accounting Records
 - ITEM # 154 (IB 353-box) Misc Documents
 - ITEM # 155 (IB 379-RW) - Misc Documents
 - ITEM # 156 (IB 364-2RW) - Misc Documents and Financial records.
 - ITEM # 157 (IB 393-box) Misc Documents, Plaza Extra Accounting Records
 - ITEM # 158 (IB-360-RW) Misc Documents and financial records
 - ITEM # 159 (IB-438-RW) Misc Documents
 - ITEM # 160 (IB-422-box) financial documents
 - ITEM # 161 (IB 423 Box) financial documents

Received By: [Signature] Received From: [Signature]
 (Signature) (Signature)

Exhibit DD

EXHIBIT
DD



HAMD665089

Exhibit EE

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
Subpoena box 1		<u>Kimberly E. J...</u>
Box 1	X	
Subpoena box 2		<u>Kimberly E. J...</u>
Box 2		<u>Kimberly E. J...</u>
Subpoena box 3		<u>Kimberly E. J...</u>
Box 3		<u>Kimberly E. J...</u>
Envelope 3		<u>Kimberly E. J...</u>
Subpoena box 4		<u>Kimberly E. J...</u>
Box 4		<u>Kimberly E. J...</u>
Subpoena box 5		<u>Kimberly E. J...</u>
Box 5		<u>Kimberly E. J...</u>
Subpoena box 6		<u>Kimberly E. J...</u>
Box 6		<u>Kimberly E. J...</u>
Subpoena box 7		<u>Kimberly E. J...</u>
Box 7		<u>Kimberly E. J...</u>
Subpoena box 8		<u>Kimberly E. J...</u>
Box 8		<u>Kimberly E. J...</u>
Subpoena box 9		<u>Kimberly E. J...</u>
Envelope 9		<u>Kimberly E. J...</u>
Subpoena box 10		<u>Kimberly E. J...</u>
Box 10		<u>Kimberly E. J...</u>
Subpoena box 11		<u>Kimberly E. J...</u>
Envelope 11-1		
Envelope 11-2	X w/attached only	Kimberly E. J...
Subpoena box 12		<u>Kimberly E. J...</u>
Box 12		
Subpoena box 13		<u>Kimberly E. J...</u>
Box 13		
Subpoena box 14		<u>Kimberly E. J...</u>
Box 14		
Subpoena box 15		<u>Kimberly E. J...</u>
Envelope 15		<u>Kimberly E. J...</u>
Subpoena box 16		<u>Kimberly E. J...</u>
Box 16	<u>Kimberly E. J...</u>	<u>Kimberly E. J...</u>
Envelope 16-1		<u>Kimberly E. J...</u>
Envelope 16-2		<u>Kimberly E. J...</u>
Envelope 16-3		<u>Kimberly E. J...</u>
Subpoena box 17		<u>Kimberly E. J...</u>
Envelope 17		<u>Kimberly E. J...</u>
Subpoena box 18		<u>Kimberly E. J...</u>

ENVELOPE 16-4

EXHIBIT
EE

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
Envelope 18-1	X	
Envelope 18-2		Kimberly E. J... [Signature]
Subpoena box 19		Kimberly E. J... [Signature]
Box 19	Scan Envelope only	
Subpoena box 20	X	
Box 20	X	
Subpoena box 21		Kimberly E. J... [Signature]
Box 21	X	
Subpoena box 22	X	
Envelope 22		Kimberly E. J... [Signature]
Subpoena box 23		Kimberly E. J... [Signature]
Box 23	X	
Subpoena box 24		Kimberly E. J... [Signature]
Box 24	X	
Subpoena box 25		Kimberly E. J... [Signature]
Box 25	X	
Subpoena box 26		Kimberly E. J... [Signature]
Box 26	X	
Subpoena box 27		Kimberly E. J... [Signature]
Box 27	X	
Subpoena box 28		Kimberly E. J... [Signature]
Box 28		Kimberly E. J... [Signature]
Subpoena box 29		Kimberly E. J... [Signature]
Envelope 29	X	
Subpoena box 30		Kimberly E. J... [Signature]
Box 30		Kimberly E. J... [Signature]
Subpoena box 31		Kimberly E. J... [Signature]
Envelope 31	See NOTE X	
Subpoena box 32		Kimberly E. J... [Signature]
Envelope 32	SCAN SEE NOTES	
Subpoena box 33		Kimberly E. J... [Signature]
Box 33		Kimberly E. J... [Signature]
Subpoena box 34		Kimberly E. J... [Signature]
Envelope 34-1		Kimberly E. J... [Signature]
Envelope 34-2		Kimberly E. J... [Signature]
Envelope 34-3		Kimberly E. J... [Signature]
Subpoena box 35		Kimberly E. J... [Signature]
Envelope 35-1		Kimberly E. J... [Signature]
Envelope 35-2		Kimberly E. J... [Signature]
Subpoena box 36		Kimberly E. J... [Signature]

NO B1

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
Box 36	Kimberly E. J... X	CONFIDENTIAL
Envelope 36	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 37	Kimberly E. J... X	CONFIDENTIAL
Box 37	Kimberly E. J... X	CONFIDENTIAL
Envelope 37	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 38	Kimberly E. J... X	CONFIDENTIAL
Box 38	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 39	Kimberly E. J... X	CONFIDENTIAL
Envelope 39-1	see instructions	
Envelope 39-2	see instructions	
Subpoena box 40	Kimberly E. J... X	CONFIDENTIAL
Box 40	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 41	Kimberly E. J... X	CONFIDENTIAL
Envelope 41-1	Kimberly E. J... X	CONFIDENTIAL
Envelope 41-2	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 42	Kimberly E. J... X	CONFIDENTIAL
Envelope 42	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 43	Kimberly E. J... X	CONFIDENTIAL
Box 43	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 44	Kimberly E. J... X	CONFIDENTIAL
Box 44	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 45	Kimberly E. J... X	CONFIDENTIAL
Envelope 45	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 46	Kimberly E. J... X	CONFIDENTIAL
Box 46	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 47	Kimberly E. J... X	CONFIDENTIAL
Box 47	Kimberly E. J... X	CONFIDENTIAL
Subpoena box 48	Kimberly E. J... X	CONFIDENTIAL
Box 48-1	Kimberly E. J... X	CONFIDENTIAL
Box 48-2	Kimberly E. J... X	CONFIDENTIAL
Box 49	Kimberly E. J... X	CONFIDENTIAL
Box 50	Kimberly E. J... X	CONFIDENTIAL
Envelope 51-1	Kimberly E. J... X	CONFIDENTIAL
Envelope 51-2	Kimberly E. J... X	CONFIDENTIAL
Box 52	- NOT Folder 1 NOT Dep. Slips X	
Box 53	NOT Dep. Slips X	
Box 54	Kimberly E. J... X	CONFIDENTIAL
envelope 54-1	Kimberly E. J... X	CONFIDENTIAL
envelope 54-2	Kimberly E. J... X	CONFIDENTIAL
Box 55	Kimberly E. J... X	CONFIDENTIAL

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
Envelope 56-1	X	
Envelope 56-2	X	
Box 57		_____
Box 58	X see notes	_____
Box 59		_____
Envelope 60		_____
Box 61		_____
Envelope 62		_____
Envelope 63		_____
Box 64	X	
Envelope 64 - marked	X	
Box 65 marked	X	
Box 66 Floppy Disks	X	
Box 67 as marked / envelope	X	
Envelope 68 as marked X		
Envelope 69		_____
Envelope 70	X as marked	_____
Envelope 71-1		_____
Envelope 71-2	X	
Envelope 72	DISCS	
Envelope 73		_____
Envelope 74	X	_____
Box 75		_____
Envelope 75-1		_____
Envelope 75-2		_____
Box 76		_____
envelope 77-1		_____
envelope 77-2		_____
Envelope 78-1		_____
Envelope 78-2		_____
Envelope 79		_____
Box 80-1		_____
Box 80-2		_____
Box 81		_____
Box 82		_____
Envelope 83-1		_____
Envelope 83-2		_____
Box 84		_____
Envelope 84		_____
Envelope 85		_____

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
Box 86	X Marked	
Box 87	X Marked	
Envelope 87		Cancelled
Box 88-1		Cancelled
Box 88-2		Cancelled
Box 89	X Marked	
Envelope 89	X Marked	
Box 90-1		Cancelled
Box 90-2		Cancelled
Box 91		Cancelled
Box 92	X as marked	
Envelope 93		Cancelled
Box 94		Cancelled
Box 95	X	
Box 96	X	
Box 97		Cancelled
Envelope 98		Cancelled
Box 99	X	
Envelope 100		Cancelled
Envelope 101		Cancelled
Envelope 102	As marked	
Envelope 103		Cancelled
Box 104	X AS marked	
Envelope 105	X AS marked	
Box 106		Cancelled
Box 107		Cancelled
Box 108		Cancelled
Box 109		Cancelled
Envelope 110	DISC X as marked	
Envelope 111-1		Cancelled
Envelope 111-2		Cancelled
Envelope 112-1		Cancelled
Envelope 112-2		Cancelled
Envelope 113-1		Cancelled
Envelope 113-2		Cancelled
Envelope 114-1		Cancelled
Envelope 114-2		Cancelled
Envelope 115-1		Cancelled
Envelope 115-2		Cancelled
Envelope 116-1		Cancelled

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
Envelope 116-2	Ki J...	CANCELLED
Envelope 117-1	Ki J...	CANCELLED
Envelope 117-2	Ki J...	CANCELLED
Envelope 118-1	Ki J...	CANCELLED
Envelope 118-2	Ki J...	CANCELLED
Envelope 119-1	Ki J...	CANCELLED
Envelope 119-2	Ki J...	CANCELLED
Envelope 120-1	Ki J...	CANCELLED
Envelope 120-2	Ki J...	CANCELLED
Envelope 121	Ki J...	CANCELLED
Box 122	X as marked	
Box 123	Ki J...	CANCELLED
Box 124	X as marked	
Envelope 125-1	Ki J...	CANCELLED
Envelope 125-2	Ki J...	CANCELLED
Envelope 126	Ki J...	
Box 127	X AS Marked	
Envelope 128-1	Ki J...	CANCELLED
Envelope 128-2	Ki J...	CANCELLED
Box 129		CANCELLED
Box 130	X as marked	
Envelope 131	X as marked	
Box 132	X as marked	
Box 133	X as marked	
Box 134	Ki J...	CANCELLED
Box 135	X as marked	
Box 136	*	CANCELLED
Box 137	Ki J...	CANCELLED
Box 138	X as marked	
Box 139	Ki J...	CANCELLED
Envelope 140-1	Ki J...	CANCELLED
Envelope 140-2	Ki J...	CANCELLED
Envelope 141-1	Ki J...	CANCELLED
Envelope 141-2	Ki J...	CANCELLED
Box 142	Ki J...	CANCELLED
Envelope 143	X	
Box 144	Ki J...	CANCELLED
Box 145	X as marked	
Envelope 146	Kim J...	CANCELLED
Box 147	Ki J...	CANCELLED
ENVELOPE 135	X AS Marked	

UNITED CORPORATION-SCAN PROJECT

DOCUMENT #	DATE SCANNED	NOT TO SCAN
------------	--------------	-------------

Box 148	X	
Envelope 149	X	
Envelope 150	X	
Envelope 151		Cancelled
Box 152	X	
Box 153		Cancelled
Envelope 153		Cancelled
Box 154	X	
Envelope 155		Cancelled
Envelope 156-1	X	
Envelope 156-2	X	
Box 157	X	
Envelope 158		Cancelled
Envelope 159	X	
Box 160	X	
Box 161	X	

Suppoena Box 80-BINDER

ENVELOPE 86 A ^{IN Box 21}

ENV 32 pac

ENV 39-1 p

ENV 39-2

Box 52 Folder

~~52 Folder~~

~~52 Folder~~

Box 53 Folder

Box 55 Depar

Box 58 Folders

ENV. 64 Folders Marked

Box 65 Dep. Slips Marked

ENV 68 Misc Doc. Marked

Box 67 & Except ENV Marked

to SCAN

ENV. 70 Misc Doc Marked

ENV 71-2 Misc Doc Marked

ENV 74 Dep. Slips

Box 87 Except 1 Folder marked

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~E. J...~~

~~E. J...~~

~~Kimberly E. J...~~

~~E. J...~~

~~E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Kimberly E. J...~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

~~Cancelled~~

Not to Scan

Box 86	Except Files Marked	Kimberly C. J. J. J.	CONFIDENTIAL
ENV 89	Except Files Marked	Kimberly C. J. J. J.	CONFIDENTIAL
Box 89	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 92	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 96	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 95	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 104	Except Files Marked	K. J. J. J.	CONFIDENTIAL
ENV. 102	Except Files Marked	K. J. J. J.	CONFIDENTIAL
ENV 105	Except Files Marked	K. J. J. J.	CONFIDENTIAL
ENV 110	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 122	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 124	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 127	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 130	Except Files Marked	K. J. J. J.	CONFIDENTIAL
ENV 131 131	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 133	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 132	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 135	Except Files Marked	K. J. J. J.	CONFIDENTIAL
ENV 135	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 138	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 145	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 149	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 148	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 150	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 152	Except Files Marked	K. J. J. J.	CONFIDENTIAL
Box 154	Except Files Marked	K. J. J. J.	CONFIDENTIAL

Env 156-#1

Except as marked

K:

~~John C. D. H. E.~~

Env 156-#2

except as marked

K:

~~John C. D. H. E.~~

Box 157

except as marked

K:

~~John C. D. H. E.~~

Env 158-#9

except as marked

K:

~~John C. D. H. E.~~

Box 160

except as marked

K:

~~John C. D. H. E.~~

Exhibit FF

Joyce Wensel-Bailey, P.C.
Certified Public Accountant

August 19, 2014

Law Office of Joel Holt
2132 Company Street
Christiansted, VI 00820

Dear Attorney Holt,

Enclosed herewith is a jump drive which contains the scanned records of United Corporation that were completed between 8/1/14 and 8/19/14.

Sincerely,



Joyce Wensel-Bailey, CPA

P.O. Box 11612 • St. Thomas, V.I. 00801 •
Tel: (340)777-6156 • Fax: (866)257-5057 • Email: joycebailey@earthlink.net

HAMD665099