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EXHIBIT A

**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

**HAMED'S REVISED COUNTER STATEMENT OF FACTS AS TO
REVISED CLAIM Y-14 – HALF THE VALUE OF CONTAINERS
AT PLAZA EXTRA-TUTU**

EXHIBIT A

REVISED COUNTER STATEMENT OF FACTS

1. On January 9, 2015, Judge Brady issued his Final Wind Up Plan of the Plaza Extra Partnership. The Wind Up Plan stated that the closed auction for Plaza Extra – Tutu Park “. . . shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property.” The inventory, without regard to where it was located, was included in the closed auction.

* * * *

2) Plaza Extra -Tutu Park

The Partners will be allowed to bid on Plaza Extra -Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra -Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. . . . (Y-14 Exhibit 1, p. 6)

2. On April 28, 2015, Special Master Judge Ross issued the Master's Order Regarding Bidding Procedures for Ownership of Plaza Extra-Tutu Park, *Hamed v Yusuf*, SX-12-CV-370 (footnote omitted). The order governed the process for the closed auction and what was included in the auction. The inventory, without regard to where it was located, was included in the closed auction.

The closed auction between the Partners for one to purchase the other's one half interest in all of the Partnership Assets associated with the Plaza Extra-Tutu Park store including the leasehold interests, the inventory, equipment, the Tutu Park Litigation, and all leasehold improvements not a part of the real property in their current "as is, where is" condition, and \$50,000.00 in cash. . . (Y-14 Exhibit 2, p. 1)

3. On April 30, 2015 a closed auction for the sale of the Plaza Extra – Tutu Park grocery store was held. The Hameds were the successful bidders (**Y-14 Exhibit 3**)
4. On November 30, 2015, Special Master Judge Ross stated in an email to the parties in *Hamed v Yusuf*, SX-12-CV-370, that the six containers on the Plaza Extra – Tutu Park property were included in the sale of Plaza on April 30, 2015.

The Liquidating Partner insists that the bid process for the Tutu Plaza was flawed because he stated that the subject of the sale was the contents under the roof. As I previously indicated that while I heard his declaration, I considered the subject of the sale to be anything on the premises. The Liquidating Partner examined the contents of a trailer not under the roof prior to the bids but obviously overlooked the other six trailers obviously not likewise under the roof but on the premises. Moreover, the Liquidating Partner has not indicated his oversight affected the outcome of the bidding process. And, taking into consideration all circumstances of the process, I can find no prejudice to the Liquidating Partner caused by his oversight or his unjustified reliance on a view not supported by his conduct nor the circumstances. I therefore again reiterate my conclusion that the subject matter of the bidding process was the goods on the premises. Incidentally, the Liquidating Partner benefited from such ruling when his objections to paying for goods ordered but not delivered prior to the bidding process were sustained. (**Y-14 Exhibit 4**)

5. On December 18, 2018, Fathi Yusuf filed his supplemental responses to Hamed's discovery requests. Yusuf did not have any invoices reflecting the actual inventory present in the containers on April 30, 2015, the date of the sale of the Plaza Extra-Tutu store.

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. (**Y-14 Exhibit 5**)(Emphasis added.)

6. On January 21, 2019, Fathi Yusuf testified that Judge Ross told him that he was only bidding on what was under the roof of the store at the closed auction for Plaza Extra – Tutu Park on April 30, 2015.

[Mr. Hartmann] I'm going to the container. That's Y-14. I'm sorry. Half the value of six containers. (58:23-25)

* * * *

A. [FATHI YUSUF] The thing is, when we do -- when we -- before we start to bid, I told the Master, Judge Ross, I am bidding only what underneath this roof, nothing outside. And he said, Yes. I repeat it, three -- I believe, three time, I'm only bidding what underneath this roof. And he say, he admit, Yes. (59:8-13)

* * * *

Go ahead and bid what underneath this roof. And when I bid underneath that roof, we have never bid -- and I'm sure the other party aware of it -- when we bid, we was bidding on product inventory underneath -- inventory and equipment underneath the roof. (Y-14 Exhibit 6, 58:23-25; 59:8-13,15-19)

7. Fathi Yusuf testified on January 21, 2019 that he did not know what inventory was in the containers at the time of the April 28, 2015 auction. Rather, he gave his lawyers invoices showing what inventory “[a] similar load can be.”

A. What's in the container, I gave my lawyer the -- just the other day what's in the containers. (60:14-15)

* * * *

A. Not what's in container. A similar load can be.(60:17)

* * * *

A. I don't know what's in the container. It's product for sale in -- in the supermarket.

Q.. . .So you don't know what was in the containers?

A. No, I don't know. (Y-14 Exhibit 6, 60:14-15, 17, 19-23)

8. On January 22, 2019 in deposition testimony, Waheed "Willie" Hamed stated that at the time of the Plaza Extra – Tutu Park closed auction, there were four or five 45- foot containers on the property and he was familiar with the contents of the containers.

[Ms. Perrell] How many containers were in St. Thomas that were utilized for storage at the time of the bidding and the split?

A. [WILLIE HAMED] That had product in them?

Q. That were used for storage?

A. About four.

Q. Okay. Was one of the containers a 45-foot container?

A. They're all 45-footers. (33:17-25)

* * * *

Q.. . .And were those four -- well, let me ask you this: Are you familiar with what was in those four 45-foot containers at the time of -- end of April, 2015?

A. Yes, ma'am. (34:14-17)

* * * *

A. [WILLIE HAMED] And I already stated that; I said about four or five of them --

Q. Okay.

A. -- have product in them, the others, no. (Y-14 Exhibit 7, p. 33:17-25; 34:14-17; 42:9-10, 12)

9. In his January 22, 2019 deposition, Willie Hamed estimated that the value of the containers on the Plaza Extra-Tutu Park property at the time of the closed auction in April 2015 was between \$10,000-\$15,000.

Q.. . .And my question to you is, is do you know the value of the product that was in there? There's clearly value in there.

A. It's -- my estimation right now, if I look at it top of my head, no more than maybe \$10,000-\$15,000. (Y-14 Exhibit 7, 44:4-8)

10. Willie Hamed testified that neither Fathi Yusuf nor his sons had ever accessed the containers on the Plaza Extra-Tutu Park property.

A. [WILLIE HAMED] No, no, I'm serious. And even -- even his evaluation of what he's [Fathi Yusuf] done, he has never opened the containers, nor him, nor his son. They have never worked those containers. They don't even know what it looks on the inside. (Y-14 Exhibit 7, 43:6-10)

11. Willie Hamed testified that he had personal knowledge of what was in the containers because "I've worked them with my hands" and "I order for the store, they [the Yusufs] don't."

I've worked them with my hands. I've offloaded them. I've packed them. I did everything with them. I order for the store, they don't. (Y-14 Exhibit 7, 43:12-15)

Dated: July 21, 2019



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CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of July, 2019, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross

Special Master

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A handwritten signature in blue ink, appearing to read "Carl J. Haddad", with a long horizontal flourish extending to the right.

CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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

A handwritten signature in blue ink, reading "Carl J. Hamed" with a long horizontal flourish extending to the right.

Exhibit 1

Upon consideration of the Parties' submissions, the Court enters this Order Adopting Final Wind Up Plan of the Plaza Extra Partnership ("Order"). A complete copy of the Final Wind Up Plan of the Plaza Extra Partnership ("Final Plan") adopted by this Order is submitted with and constitutes a part of this Order. The Final Plan incorporates certain modifications to the Proposed Plan, as noted below, with revised provisions in italics, and excluded provisions stricken. These modifications, together with the provisions to which the Parties have jointly agreed, which are accepted and incorporated, are adopted by the Court and shall constitute the Final Plan. For the Parties' ease of reference, provisions of the Proposed Plan are modified by the terms of this Order and incorporated into the Final Plan, as follows:

~~PROPOSED~~-FINAL WIND UP PLAN

Section 1: Definitions

1.18 "Liquidating Partner" means Yusuf.

Section 3: Liquidating Partner

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the partnership pursuant to this Plan *and the provisions of the V.I. Code Ann. tit. 26, § 173(c)*, under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidation Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary

Injunction. All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.

Section 8: Plan of Liquidation and Winding Up

1) Plaza Extra-East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at *one half of the* landed cost and the equipment ~~and leasehold improvements~~ at their its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. *In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master.* Upon payment for such inventory, *and upon payment (or auction and distribution of proceeds) for the equipment,* Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-East without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered partnership property and is not subject to division under this plan, but without prejudice to any accounting claim that may be presented by Hamed.

2) Plaza Extra-Tutu Park

~~Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra Tutu Park: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Yusuf will reimburse the Partnership for 50% of the reasonable costs and attorneys' fees incurred to date in the Tutu Park litigation. Upon payment for such inventory, equipment, leasehold improvements and attorneys' fees, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra Tutu Park without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interests of Hamed.~~

The Parties will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Parties may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord, in the Superior Court of the Virgin

Islands, Division of St. Thomas and St. John, United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc. (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

3) Plaza Extra-West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at *one half of the* landed cost and the equipment ~~and leasehold improvements~~ at ~~their~~ its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. *In the event that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master.* Upon payment for such inventory, *and upon payment (or auction and distribution of the proceeds) for the* equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United and free and clear of any claims or interests of Yusuf or United.

Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc.,

the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock being reissued in Hamed's name or his designee's name.

5) Plaza Extra Name

~~Yusuf shall own and have the right to use the trade name "Plaza Extra" in the operation of Yusuf's Plaza Extra stores. Hamed will operate Plaza Extra West under the trade name "Plaza West."~~

The Master will conduct and supervise a closed auction wherein the Parties alone will be allowed to bid to purchase the trade name "Plaza Extra." The prevailing Partner at the auction shall receive the right to the exclusive use of the name "Plaza Extra," to the exclusion of all others, including the other Partner, who shall be forever barred from using the name "Plaza Extra" in connection with operation of any business in the U.S. Virgin Islands.

The auction shall take no more than one day and will be conducted in a manner that will not cause any delay in implementing this Plan or any disruption in the business operations of any Plaza Extra store. The parties may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

Steps to Be Taken for the Orderly Liquidation of the Partnership

This Plan is conditioned upon the ability of Hamed and Yusuf to use the 50% interest of each in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. While the bid-in process may continue, actual payment of the funds shall be subject to approval of the Master, the Court and, to the extent necessary, District Court.

Step 1: Budget for Wind Up Efforts

The Liquidating Partner proposes the Wind Up Budget (Exhibit A) for the Wind Up Expenses. Such expenses include but are not limited to, those incurred in the liquidation process, costs for the continued operations of Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which Plaza Extra and/or United d/b/a/ Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra-East and Plaza Extra-Tutu Park.

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. *All disbursements shall be subject to prior approval by the Master.* The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless

the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, *not including members of the Hamed and Yusuf families*. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act, to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment for the Partnership. *All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.*

Step 5: Other Pending Litigation

The pending litigation against United set forth in Exhibit C arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution for the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership assets between themselves rather than liquidating assets by sale and distributing proceeds.

Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.

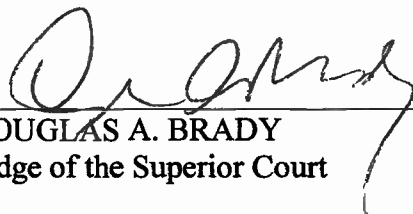
- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in Exhibit D shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

On the basis of the foregoing, it is hereby

ORDERED that the foregoing modifications of the Proposed Plan shall be incorporated into and form a part of the Final Wind Up Plan of the Plaza Extra Partnership, submitted herewith, which Final Plan is ADOPTED by this Order. It is further

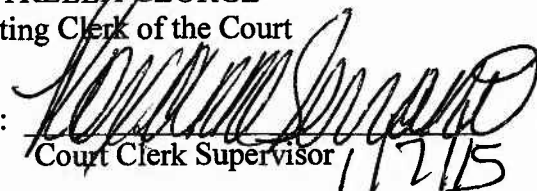
ORDERED that the Parties shall meet and confer with the Master FORTHWITH relative to the implementation of the Final Plan, which will be deemed final and effective ten (10) business days following the date of the entry of this Order.

Dated: January 7, 2015


DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By: 
Court Clerk Supervisor 1/7/15

CERTIFIED TO BE A TRUE COPY
This 9th day of Jan 20 15

CLERK OF THE COURT
By:  Court Clerk II

**FINAL WIND UP PLAN
OF THE PLAZA EXTRA PARTNERSHIP**

This Plan provides for the winding up of the Partnership, as defined below. This is a liquidating plan and does not contemplate the continuation of the Partnership's business except as may be required for the orderly winding up of the Partnership.

Section 1. DEFINITIONS

1.1 "Act" means the Uniform Partnership Act, V.I. Code Ann. tit. 26, §§ 1-274.

1.2 "Available Cash" means the aggregate amount of all unencumbered cash and securities held by the Partnership including cash realized from any Litigation Recovery or any Liquidation Proceeds.

1.3 "Case" means *Hamed v. Yusuf, et al.*, Superior Court of the Virgin Islands (Civil No. SX-12-CV-370).

1.4 "Claim" means

- (a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or
- (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.5 "Claimant" means the holder of a Claim.

1.6 "Claims Reserve Account" means one or more interest-bearing bank account(s), money market or securities account(s) to be established and held in trust by the Master for the purpose of holding the Available Cash until distributed in accordance with the Plan and any interest, dividends or other income earned upon the investment of such Claims Reserve Account. The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

- (i) any Liquidation Proceeds realized, plus
- (ii) any Litigation Recovery realized, minus
- (iii) any amounts necessary to pay Wind Up Expenses.

1.7 "Court" means Superior Court of the Virgin Islands in which the Case is pending.

1.8 “Criminal Case” means Case No. 1:05-CR-00015-RLF-GWB pending in the District Court of the Virgin Islands.

1.9 “Debt” means liability on a Claim.

1.10 “Disputed Claim” means any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed, which objection has not been withdrawn or determined by Final Order.

1.11 “District Court” means the District Court of the Virgin Islands, in which the Criminal Case is pending.

1.12 “Effective Date” means ten (10) business days following the date of entry of the Order Adopting Final Wind Up Plan in the Case.

1.13 “Encumbered Cash” means all of the cash and securities encumbered by a restraining order issued by the District Court in the Criminal Case.

1.14 “Final Order” means an order or judgment of the Court or District Court:

- (i) which has not been reversed, stayed, modified or amended;
- (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing or *certiorari* has expired or has been waived; and
- (iii) as to which no appeal or motion for reconsideration, review, rehearing or *certiorari* is pending.

1.15 “Hamed” means Mohammad Hamed.

1.16 “Hamed Sons” means Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed.

1.17 “Liquidating Expenses Account” means one or more checking account(s) to be utilized by the Liquidating Partner for Wind Up Expenses based upon the Wind Up Budget and to satisfy debts of the Partnership.

1.18 “Liquidating Partner” means Yusuf.

1.19 “Liquidating Proceeds” means any cash or other consideration paid to or realized by the Partnership or the Liquidating Partner, as applicable, upon the sale, transfer, assignment or other distribution of the Partnership Assets.

1.20 “Litigation” means the interest of the Partnership or the Liquidating Partner, as applicable, in any and all claims, rights and causes or action that have been or may be commenced by the Partnership or the Liquidating Partner including, without limitation, any action:

(i) to avoid and recover any transfers of property determined to be avoidable pursuant to V.I. Code Ann. tit. 28, §§ 171-212 or other applicable law;

(ii) for the turnover of property to the Partnership or Liquidating Partner, as applicable;

(iii) for the recovery of property or payment of money that belongs to or can be asserted by the Partnership or the Liquidating Partner, as applicable; and

(iv) for compensation for damages incurred by the Partnership.

1.21 “Litigation Recovery” means any cash or other property received by the Partnership or the Liquidating Partner, as applicable, from all or any portion of the Litigation including, but not limited to, awards of damages, attorneys’ fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise.

1.22 “Master” means Honorable Edgar D. Ross, appointed by the Court to serve as master in the Case.

1.23 “Partnership” means the association of Yusuf and Hamed carried on as co-owners of the business of the Plaza Extra Stores.

1.24 “Partners” means Yusuf and Hamed.

1.25 “Partnership Assets” means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

1.26 “Plan” means this Final Wind Up Plan of the Plaza Extra Partnership, including exhibits, as it may be amended, modified or supplemented from time to time.

1.27 “Plaza Extra-East” means the supermarket located at Sion Farm, St. Croix.

1.28 “Plaza Extra-Tutu Park” means the supermarket located at Tutu Park, St. Thomas.

1.29 “Plaza Extra-West” means the supermarket located at Estate Plessen (Grove Place), St. Croix.

1.30 “Plaza Extra Stores” means Plaza Extra-East, Plaza Extra-Tutu Park, and Plaza Extra-West.

1.31 “Termination Date” means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.32 “United” means United Corporation.

1.33 “Wind Up Budget” means the budget established to satisfy the anticipated Wind

Up Expenses and to satisfy the Debts set forth in **Exhibit A** hereto.

1.34 “Wind Up Expenses” means the costs and expenses incurred by the Liquidating Partner for the purpose of:

- (i) operating the Plaza Extra Stores during the period required to liquidate the Partnership Assets;
- (ii) prosecuting or otherwise attempting to collect or realize upon the Litigation.
- (iii) assembling and selling any of the Partnership Assets or otherwise incurred in connection with generating the Liquidation Proceeds;
- (iv) resolving Disputed Claims and effectuating distributions to Creditors under the Plan; or
- (v) otherwise implementing the Plan and winding up the Partnership.

1.35 “Yusuf” means Fahti Yusuf.

1.36 “Yusuf Sons” means Maher Yusuf, Nekeh Yusuf, and Yusuf Yusuf.

Section 2. APPOINTMENT OF MASTER

The Honorable Edgar D. Ross, appointed by Order Appointing Master in the Case, entered September 18, 2015, shall serve as Master to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner.

Section 3. LIQUIDATING PARTNER

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to this Plan and the provisions of the V.I. Code Ann. tit. 26, § 173(c), under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidating Partner’s rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction in the Case. All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.

Section 4. POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for

equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, pursuant to agreement of the Partners or by order of the Court.

The Liquidating Partner shall use his best efforts to complete the winding up of the Partnership on or before the Termination Date.

Section 5. DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act.

The Liquidating Partner shall be required to report on a bi-monthly basis to Hamed and the Master as to the status of all wind up efforts. In addition, the Liquidating Partner shall prepare and file all required federal and territorial tax returns and shall pay all just Partnership Debts. The Liquidating Partner shall provide a Partnership accounting. Any Liquidation Proceeds and Litigation Recovery shall be placed into the Claim Reserve Account from which all Partnership Debts shall first be paid. Following payment of all Partnership Debts, any remaining funds shall continue to be held in the Claims Reserve Account pending distribution pursuant to agreement of the Partners or order of the Court following a full accounting and reconciliation of the Partners' capital accounts and earlier distributions.

Section 6. SALARIES, WITHDRAWALS

As compensation for serving as Liquidating Partner, Yusuf shall continue to receive the salary Yusuf is currently receiving as shown on the Wind Up Budget. This compensation will be considered an expense of winding up the Partnership's business. For at least one hundred twenty (120) days following the Effective Date, the Hamed Sons and Yusuf Sons shall continue to receive their current salaries in return for assisting the Liquidation Partner in the wind up of the Partnership. Thereafter, the Liquidating Partner shall have the right to terminate their services upon fourteen (14) days notice as the Partnership business operations decline and their services are no longer needed. The Hamed Sons and Yusuf Sons shall be terminated at the same time.

Section 7. CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of United shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement.

The Encumbered Cash shall be deposited into the Claims Reserve Account immediately after it is no longer encumbered by the Restraining Order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8. PLAN OF LIQUIDATION AND WINDING UP

1) Plaza Extra-East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master. Upon payment for such inventory, and upon payment (or auction and distribution of proceeds) for the equipment, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-East without any further involvement of Hamed or the Hamed Sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered Partnership property and is not subject to division under this Plan, without prejudice to any accounting claim that may be presented by Hamed.

2) Plaza Extra-Tutu Park

The Partners will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, *United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc.* (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

3) Plaza Extra-West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event

that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master. Upon payment for the inventory, and upon payment (or auction and distribution of the proceeds) for the equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United, and free and clear of any claims or interests of Yusuf or United.

Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc., the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock being reissued in Hamed's name or in the name of his designee.

5) Plaza Extra Name

The Master will conduct and supervise a closed auction wherein the Partners alone will be allowed to bid to purchase the trade name "Plaza Extra." The prevailing Partner at the auction shall receive the right to the exclusive use of the name "Plaza Extra," to the exclusion of all others, including the other Partner, who shall be forever barred from using the name "Plaza Extra" in connection with operation of any business in the U.S. Virgin Islands.

The auction shall take no more than one day and will be conducted in a manner that will not cause any delay in implementing this Plan or any disruption in the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

Section 9. Steps to Be Taken for the Orderly Liquidation of the Partnership

This Plan is conditioned upon the ability of Hamed and Yusuf to use the 50% interest of each in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. While the bid-in process may continue, actual payment of the funds shall be subject to approval of the Master, the Court and, to the extent necessary, the District Court.

Step 1: Budget for Wind Up Efforts

The Wind Up Budget for the Wind Up Expenses is attached hereto as **Exhibit A**. Such expenses include but are not limited to, those incurred in the liquidation process, costs for the continued operations of Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which Plaza Extra and/or United *d/b/a* Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra-East and Plaza Extra-Tutu Park.

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. All disbursements shall be subject to prior approval by the Master. The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, not including members of the Hamed and Yusuf families. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act ("PCA"), to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment to the Partnership. All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and to submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.

Step 5: Other Pending Litigation

The pending litigation against United, set forth in **Exhibit C**, arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within forty-five (45) days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the

funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation for distribution to the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership Assets between them rather than liquidating Partnership Assets by sale and distributing proceeds of such sale(s).


Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.
- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in **Exhibit D** shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

Section 10. INDEX OF EXHIBITS

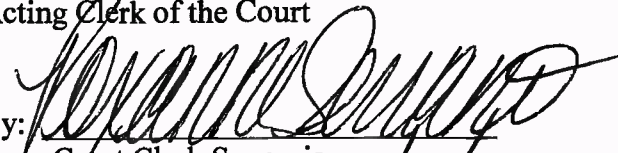
- Exhibit A: Wind Up Budget
- Exhibit B: Plaza Extra Supermarkets Balance Sheet
- Exhibit C: Pending Litigation Against United
- Exhibit D: List of Brokerage and Investment Accounts

DONE AND SO ORDERED this 7 day of January, 2015.



 DOUGLAS A. BRADY, JUDGE

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: 

 Court Clerk Supervisor
 1/7/15

CERTIFIED TO BE A TRUE COPY
This 9th day of Jan 2015

CLERK OF THE COURT
 By 
 _____ Court Clerk "11"

Exhibit 2

**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

15 APR 28 P 3:10

**MASTER'S ORDER REGARDING BIDDING PROCEDURES FOR
OWNERSHIP OF PLAZA EXTRA- TUTU PARK**


WHEREAS, on September 18, 2014, the undersigned, Honorable Edgar D. Ross (the "Master"), was appointed by the Court to serve as Judicial Master in the above-captioned civil action to direct and oversee the winding up of the Hamed-Yusuf Partnership also known as the Plaza Extra Partnership.

WHEREAS, on January 9, 2015, the Court entered an Order Adopting Final Wind Up Plan ("Wind Up Order") providing as follows concerning the transfer of, among other things, the business known as Plaza Extra-Tutu Park:

The Partners will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business

Y-14

**EXHIBIT
2**



operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, *United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I. D., Inc.* (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.


WHEREAS, on January 27, 2015, the Court entered on Order approving the parties' stipulation providing, among other things, "that there is no need to do an appraisal of the Plaza Tutu Park leasehold interest," "that the litigation entitled *United Corporation v. Tutu Park Ltd.*, Civ. No. ST-97-CV-997 should be added to the definition of the "Tutu Park Litigation,"" and

“that the ‘Plaza Extra’ trade name for each of the three stores shall be transferred with each store to the Partner who purchases the partnership assets associated with that location.”

WHEREAS, the Partners have agreed that “50% of the amount of costs and attorneys’ fees incurred directly attributable to the Tutu Park Litigation” shall be \$220,000 (the “Tutu Park Fees”) as of the date of transfer.

WHEREAS, on March 5, 2015, the Master issued a Master’s Order Regarding Transfer of Ownership of Plaza Extra West and, on March 6, 2015, the Master issued a Master’s Order Regarding Transfer of Ownership of Plaza Extra East (“Transfer Orders”).

NOW THEREFORE, THE MASTER ORDERS AS FOLLOWS:



1. The closed auction between the Partners¹ for one to purchase the other’s one half interest in all of the Partnership Assets associated with the Plaza Extra-Tutu Park store including the leasehold interests, the inventory, equipment, the Tutu Park Litigation, and all leasehold improvements not a part of the real property in their current “as is, where is” condition, and \$50,000.00 in cash (collectively “Plaza Tutu”) shall proceed as follows:

- (a) The bidding for Plaza Tutu shall commence at 10:00a.m. on April 30, 2015 in the conference room at Plaza Tutu and shall be open only to the Partners acting on their own behalf or through a designated agent, although the Partners may bring representatives and counsel with them to the auction.
- (b) The bidding will begin by the Partner (or his representative) winning the flip of a coin done by the Master.
- (c) All bids must be made in increments of not less than \$200,000 at ten minute intervals after the first bid unless the bidding exceeds \$2,000,000, at which

¹ Unless otherwise defined in this Order, capitalized terms shall have the same meaning as provided in the “Final Wind Up Plan” (the “Plan”) attached to the Wind Up Order.

time the bidding shall then be in increments of not less than \$100,000 at 15 minute intervals.

- (d) The Master will control the sale. If a bid is not made within the agreed time period, the Master will declare that if no bid is made within 1 minute, the last bidder shall be determined to be the winning bidder. Only the Master can declare the bidding closed or adjourn the bidding before the bidding is completed.
- (e) All bank accounts, cash deposits, and accounts receivable of Plaza Tutu up to the date of transfer belong to the Partnership.
- (f) All debts, including accounts payable, and liabilities of Plaza Tutu including lawsuits against the Partnership or United arising from the operation of Plaza Tutu prior to the transfer to the purchasing partner or his designee, shall be treated as Partnership debts.
- (g) After the auction is concluded, the Partnership shall continue to operate the store as usual until the close of business on April 30, 2015.
- (h) The Partners and any successor owner of Plaza Tutu are bound by the requirements of the Department of Justice and U.S. Office of Probation (collectively the "DOJ") in complying with the terms of probation and any required changes to those terms imposed on United in the criminal case Crim. No. 2005-015 pending in the U.S. District Court.

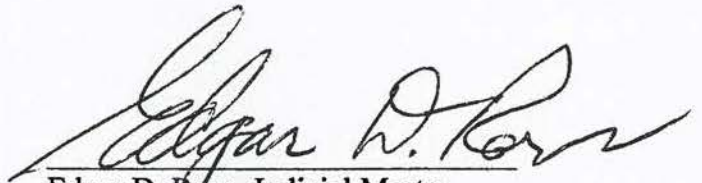
2. The purchase and sale of the assets of the Partnership provided above shall be accomplished by a debit or credit to the partner's interest in the Partnership accounts, depending on whether the partner is treated as the purchaser (debit) or the seller (credit). Such debits and

credits will be reconciled and the net amount of the winning bid plus the Tutu Park Fees paid to the selling partner within a reasonable amount of time after the conclusion of the auction, not to exceed 15 business days.

3. The actual transfer of Plaza Tutu shall take place at 12:01 a.m. on May 1, 2015.

4. The Master reserves the authority to enter a further Order regarding Plaza Tutu similar to the Transfer Orders to insure the smooth transition of ownership of Plaza Tutu and to avoid disruption of the business activities.

SO ORDERED this 28th day of April, 2015.


Edgar D. Ross, Judicial Master

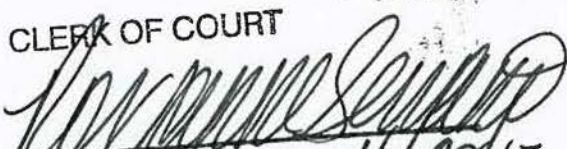
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CERTIFIED TO BE A TRUE COPY
This 28th day of Apr 20 15

ATTEST:

CLERK OF COURT

COURT CLERK


4/28/15

CLERK OF THE COURT

By  Court Clerk

Exhibit 3

5/1/15

**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 CORPORATION,)

Defendants/Counterclaimants,)

v.)

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

Counterclaim Defendants.)

15 MAY -1 A8 :25

Case No. SX-12-CV-370

Action for Damages,
Injunctive Relief and
Declaratory Relief

**MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF
PLAZA EXTRA TUTU PARK, ST. THOMAS**

WHEREAS, on September 18, 2014, the undersigned, Honorable Edgar D. Ross (the "Master"), was appointed by the Court to serve as Judicial Master in the above-captioned civil action to direct and oversee the winding up of the Hamed-Yusuf Partnership *also known as the Plaza Extra Partnership*;

WHEREAS, on January 9, 2015, the Court issued its Order Adopting Final Wind Up Plan ("Wind Up Order") providing, inter alia, for the sale of the business known as Plaza Extra Tutu Park, St. Thomas, to wit, the leasehold interests, the inventory, equipment, all leasehold improvements not a part of the real property, \$50,000.00 cash, all existing rights and obligations to the pending litigations with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, Civ. No ST-01-CV-361 and Civ. No. ST-97-997 (the Tutu Park Litigation), the obligation to reimburse the non-prevailing partner \$220,000.00 for costs and

attorneys fees attributable to the Tutu Park Litigation, and the obligation to obtain releases or otherwise remove any continuing or further leasehold obligations and guarantees of the Partnership or the non-prevailing partner, and the trade name Plaza Tutu Park;

Whereas, the bid auction was conducted as ordered by the Court and Hamed was the successful purchaser;

WHEREAS, Hamed has fully complied with and satisfied the foregoing directive of the Wind Up Order such that as of 12:01 AM on May 1, 2015, Hamed will lawfully has sole right, title, interest, ownership and control of the business known as Plaza Extra Tutu Park, St. Thomas to the exclusion of all other persons and entities that may have previously been involved in the operation of Plaza Extra Tutu Park, St. Thomas;

WHEREAS, the Court and Master have been informed that Hamed's rights, privileges and powers regarding Plaza Extra Tutu Park will be exercised by KAC357, Inc., a duly formed and existing Virgin Islands corporation ("KAC357"), using the trade name "Plaza Extra Tutu Park";

WHEREAS, Plaza Extra Tutu Park, St. Thomas is authorized by the United States Department of Agriculture ("USDA") to accept and transact payments through the USDA Supplemental Nutrition Assistance Program ("SNAP");

WHEREAS, Plaza Extra Tutu Park, St. Thomas is a SNAP superstore, does substantial SNAP transactions and is located in an area of high SNAP participant need;

WHEREAS, Plaza Extra Tutu Park, St. Thomas participates in the Virgin Islands Department of Health Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC") and accepts WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra Tutu Park, St. Thomas is located in super site area and significant hardship would ensue to the communities surrounding Plaza Extra Tutu Park, St. Thomas in the event that Plaza Extra Tutu Park was unable to serve the public and/or accept and transact SNAP payments, WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra Tutu Park, St. Thomas employs a significant number of St. Thomas residents who depend on their jobs at Plaza Extra Tutu Park for their livelihoods and to support their families;

WHEREAS, it is essential that ownership, control and operation of Plaza Extra Tutu Park, St. Thomas be transferred in a smooth and efficient manner in order to prevent interruption or cessation of services to the communities surrounding Plaza Extra Tutu Park and prevent employment interruption; and

WHEREAS, it is therefore necessary (i) that all governmental agencies, persons and businesses doing business with Plaza Extra Tutu Park, St. Thomas act with all deliberate speed to recognize, document and act in accordance with the directives of the Wind Up Order and this Order and (ii) that certain bank accounts remain open to act as trust accounts to hold monies for the benefit of Plaza Extra Tutu Park, St. Thomas for no more than thirty (30) days from May 1, 2015.

A horizontal line is drawn across the page. Below the line, there are several handwritten signatures and initials in black ink. From left to right, there is a large, stylized signature, a smaller signature, a set of initials that appear to be 'R', and another large, stylized signature.

NOW THEREFORE, THE MASTER HERBY DECLARES AS FOLLOWS:

A. Recognition of Hameds Full and Sole Ownership of Plaza Extra Tutu Park, St. Thomas

1. Hamed as of 12:01AM, May 1, 2015 has lawfully and rightfully assumed full and sole ownership and control of Plaza Extra Tutu Park, St. Thomas and may continue to operate Plaza Extra Tutu Park without any further involvement of any other person or entity, using the trade name "Plaza Extra Tutu Park."

2. All persons, entities and governmental agencies are hereby directed to recognize KAC357 the operator of Plaza Extra Tutu Park through KAC357, Inc. and to, assist in this transition to the fullest extent permitted by law and regulation with all matters related to preparation and issuance of documentation necessary to reflect KAC357's operation of Plaza Extra Tutu Park.

B. SNAP (Food Stamps) and WIC

3. With regard to USDA Food and Consumer Service Food Stamp Program Permit Number 3417662, all persons, entities and agencies presented with this Order are hereby informed that, consistent with the Wind Up Order and this Order, Nejah Yusuf and Fathi Yusuf have disassociated from Plaza Extra Tutu Park, St. Thomas and it is now fully operated by KAC357, with Waleed ("Wally") Hamed as President and Waheed ("Willie") Hamed as Vice-President

4. With regard to WIC Vendor Agreement dated October 31, 2012, regarding "Plaza Extra" with ID number 66-0391237, all persons, entities and agencies presented with this Order are hereby informed that, consistent with the Wind Up Order and this Order, Nejah Yusuf has disassociated from Plaza Extra Tutu Park. To the extent necessary and in accordance with all

applicable law and regulation, a new WIC Vendor Agreement may be executed by Plaza Extra Tutu Park, acting by and through Waleed ("Wally") Hamed as President, and the Virgin Islands Department of Health.

5. With regard to vendor relations, the sales and vendor records for the Plaza Extra Tutu Park, St. Thomas store shall forthwith be made available to Hamed or his Designee to insure continuity and avoid disruption in the business operations.

C. Bank Accounts to Remain Open During Transition as Trust Accounts

6. In order to provide for a smooth transition of ownership and to provide time for the preparation and issuance of documentation necessary to memorialize KAC357's operation of Plaza Extra Tutu Park, the two bank accounts (the "Bank Accounts") designated as follows:

- a. BANCO POPULAR CREDIT CARD ACCOUNT
No. 192026143
- b. SCOTIA TELECHECK ACCOUNT
No. 044-553566719058-600929218

shall be handled as follows:


- (1) All deposits into these Bank Accounts arising from transactions prior to 11:59 PM on April 30, 2015, shall belong to the partnership and shall be turned over to the Master and the Liquidating Partner to be deposited into the Partnership Claim Reserve Account.
- (2) All deposits into these Bank Accounts arising from transactions after 12:01 AM on May 1, 2015, shall belong to Hamed or his assignee, KAC357, Inc., and are thereafter declared to be held in trust for Hamed or his assignee, KAC357, Inc. Thereafter, no person or entity other than (i) Waleed ("Wally") Hamed; (ii) Waheed ("Willie") Hamed; (iii) Mufeed ("Mafi") Hamed; and/or (iv) Hisham ("Shawn") Hamed, is or shall be permitted to withdraw any Plaza Extra Tutu Park, St. Thomas Funds from either of the Bank Accounts.
- (3) The parties shall cooperate with requests for execution and completion of all required forms, signature cards and other documentation necessary to affect the directives hereof concerning the Bank Accounts.

D. Business License and Permits

7. All governmental agencies, including but not limited to the Virgin Islands Department of Health, Fire Service, Bureau of Internal Revenue, Department of Labor and Department of Licensing and Consumer Affairs are requested to act with all deliberate speed in connection with any required inspection(s) or diligence necessary to approve and permit KAC357 to operate Plaza Extra and shall, upon satisfaction of all such inspections and diligence, forthwith issue any and all permits, licenses or permissions necessary for KAC357 to operate and exercise full operational control of Plaza Extra Tutu Park, St. Thomas.

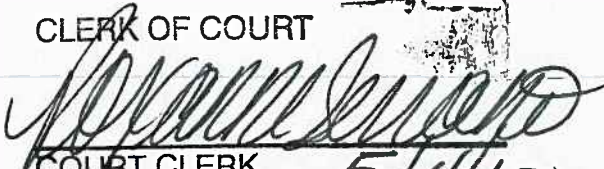
E. Further Information

8. Any and all persons having questions or concerns regarding this Order shall contact **Mark W. Eckard, Esquire, at 340.514.2690**, who shall, upon receipt of any questions or concerns regarding this Order, (i) forthwith inform the Master of all such questions or concerns and (ii) respond to all such questions or concerns as directed by the Master.

Dated: April 30, 2015 By: 
HONORABLE EDGAR D. ROSS
Judicial Master

ATTEST:

CLERK OF COURT


COURT CLERK 5/14/15

CERTIFIED TO BE A TRUE COPY
This 4th day of Apr 20 15

CLERK OF THE COURT

By  Court Clerk

Exhibit 4

From: Edgar Ross [<mailto:edgarrossjudge@hotmail.com>]

Sent: Monday, November 30, 2015 6:43 PM

To: Michele Barber <mbarber@dtflaw.com>; Joel H. Holt (holtvi@aol.com) <holtvi@aol.com>; Carl Hartmann <carl@carlhartmann.com>; Mark Eckard (mark@markeckard.com) <mark@markeckard.com>; Jeffrey B. C. Moorhead (jeffreymlaw@yahoo.com) <jeffreymlaw@yahoo.com>

Cc: Gregory H. Hodges <ghodges@dtflaw.com>; Charlotte Perrell <cperrell@dtflaw.com>; 'Nizar A. DeWood, Esq.' <nizar@dewood-law.com>; Christina Joseph <cjoseph@dewood-law.com>

Subject: RE: Hamed v. Yusuf, et al.

The Liquidating Partner insists that the bid process for the Tutu Plaza was flawed because he stated that the subject of the sale was the contents under the roof. As I previously indicated that while I heard his declaration, I considered the subject of the sale to be anything on the premises. The Liquidating Partner examined the contents of a trailer not under the roof prior to the bids but obviously overlooked the other six trailers obviously not likewise under the roof but on the premises. Moreover, the Liquidating Partner has not indicated his oversight affected the outcome of the bidding process. And, taking into consideration all circumstances of the process, I can find no prejudice to the Liquidating Partner caused by his oversight or his unjustified reliance on a view not supported by his conduct nor the circumstances. I therefore again reiterate my conclusion that the subject matter of the bidding process was the goods on the premises. Incidentally, the Liquidating Partner benefited from such ruling when his objections to paying for goods ordered but not delivered prior to the bidding process were sustained.

Sent via the Samsung GALAXY S®4, an AT&T 4G LTE smartphone

----- Original message -----

From: Michele Barber <mbarber@dtflaw.com>

Date:11/30/2015 10:42 AM (GMT-04:00)

To: "Joel H. Holt (holtvi@aol.com)" <holtvi@aol.com>, Carl Hartmann <carl@carlhartmann.com>, "Mark Eckard (mark@markeckard.com)" <mark@markeckard.com>, "Jeffrey B. C. Moorhead (jeffreymlaw@yahoo.com)" <jeffreymlaw@yahoo.com>, "Edgar A. Ross (edgarrossjudge@hotmail.com)" <edgarrossjudge@hotmail.com>

Cc: "Gregory H. Hodges" <ghodges@dtflaw.com>, Charlotte Perrell <cperrell@dtflaw.com>, "Nizar A. DeWood, Esq." <nizar@dewood-law.com>, Christina Joseph <cjoseph@dewood-law.com>

Subject: Hamed v. Yusuf, et al.

Good morning.

Attached please find Liquidating Partner's Fifth Bi-Monthly Report.

Michele Barber

Assistant to Gregory H. Hodges, Esq.,

Justin K. Holcombe, Esq., and Lisa Michelle Kömives, Esq.

Dudley, Topper and Feuerzeig, LLP

1000 Frederiksberg Gade

St. Thomas, VI 00802

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Exhibit 5

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-14

EXHIBIT

5

**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 Dorthea 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 6

**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-14

EXHIBIT

6

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
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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

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FATHI YUSUF -- REDIRECT

1 money no more.

2 Q. All right. At Page 103, the question was "So one
3 of the items that you owe them for," this is the question to
4 you, "I understand there are items back in forth, but one of
5 the items you owe him is 802,960." And do you recall your
6 answer was, "Not 802, sir. I told you" -- already, "I
7 already spent 105, or most of it, in a property where both
8 of us is responsible to spend that money."

9 Is that the same thing that you're talking
10 about here, the one -0- five?

11 A. I don't know.

12 Q. Okay.

13 A. I honestly don't know. I honestly didn't know.

14 Q. And then the question was, is, "So you would take
15 the 105 off of the 802?"

16 A. Yeah, it have to be off.

17 MS. PERRELL: Okay. All right. I have no
18 more questions on Dorthea.

REDIRECT EXAMINATION

19 BY MR. HARTMANN:

20 Q. Okay. I'd like to move on to Claim H-153, which
21 is partnership funds used to pay for United Shipping (sic)

22 Centers -- oh, no, I'm sorry. That's not the one. I'm
23 going to the container. That's Y-14. I'm sorry. Half the
24 value of six containers.
25

FATHI YUSUF -- REDIRECT

1 **A.** Excuse me?


2 **Q.** Half the value of six containers.

3 **A.** Um-hum.

4 **Q.** Do you know that claim?

5 **A.** Yes.

6 **Q.** Okay. Could you explain that claim to me? Just
7 in your own words.



8 **A.** The thing is, when we do -- when we -- before we
9 start to bid, I told the Master, Judge Ross, I am bidding
10 only what underneath this roof, nothing outside. And he
11 said, Yes. I repeat it, three -- I believe, three time, I'm
12 only bidding what underneath this roof. And he say, he
13 admit, Yes.



14 **Q.** Okay.

15 **A.** Go ahead and bid what underneath this roof.

16 And when I bid underneath that roof, we have
17 never bid -- and I'm sure the other party aware of it --
18 when we bid, we was bidding on product inventory
19 underneath -- inventory and equipment underneath the roof.

20 **Q.** Okay.

21 **A.** Okay.

22 **Q.** So you're saying that your understanding from
23 Judge Ross was that the things in containers and other
24 things like that were not included in the original sales
25 price, so you want to get the value of what's in those

FATHI YUSUF -- REDIRECT

1 containers?

2 **A.** This is -- is the answer. I mean, look, if the
3 bid was only what underneath this roof and something comes
4 up that I forget all about outside that roof, I honestly
5 strongly believe I'm entitled to my right.

6 **Q.** Okay. And -- and during the course of -- of
7 discovery in this case, Mr. Hamed's lawyers have asked your
8 lawyers to ask you for a list of all the items that were in
9 those containers.

10 Do -- do you remember being asked that
11 question in discovery?

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

13 **Q.** What's in the containers?

14 **A.** What's in the container, I gave my lawyer the --
15 just the other day what's in the containers.

16 **Q.** So --

17 **A.** Not what's in container. A similar load can be.

18 ~~**Q.** Aww, okay. So let's talk about --~~

19 **A.** I don't know what's in the container. It's
20 product for sale in -- in the supermarket.

21 **Q.** Okay. So you don't know what was in the
22 containers?

23 **A.** No, I don't know.

24 **Q.** Okay. I have no further questions.

25 **A.** Store inventory for sale in Plaza Extra Tutu Park.

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 7

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-14

EXHIBIT

7

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

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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

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WAHEED "WILLIE" HAMED -- DIRECT

1 **Q.** Okay. And it's true that those containers are
2 used for storage; is that right?

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

4 **Q.** All right. Let me hand you what's been marked as
5 Exhibit 7.

6 Have you had an opportunity to review this?

7 **A.** I looked through it, yes.

8 **Q.** All right. Exhibit 7 is a calculation prepared by
9 Mr. Yusuf.

10 **A.** Based on bogus numbers. Just want to put that in
11 the record.

12 **Q.** All right. So let me just ask you these
13 questions.

14 How many containers are in St. Thomas?

15 **A.** Eight.

16 **Q.** Eight. Okay.

17 How many containers were in St. Thomas that
18 were utilized for storage at the time of the bidding and the
19 split?

20 **A.** That had product in them?

21 **Q.** That were used for storage?

22 **A.** About four.

23 **Q.** Okay. Was one of the containers a 45-foot
24 container?

25 **A.** They're all 45-footers.

WAHEED "WILLIE" HAMED -- DIRECT

1 **Q.** Okay. So they're all 45?

2 **A.** I think there's two that are 40.

3 **Q.** Okay. And I'm talk -- and let me just -- I'm -- I
4 am limiting these questions to the time frame of the bidding
5 and the split.

6 **A.** Um-hum, yes.

7 **Q.** Okay. So which would be, let's say, the end of
8 April 2015.

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

10 **Q.** Okay. So on the property, at the end of April of
11 2015, you're saying that there were four 45-foot containers;
12 is that right?

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

14 **Q.** Okay. And were those four -- well, let me ask you
15 this: Are you familiar with what was in those four 45-foot
16 containers at the time of -- end of April, 2015?

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

18 **Q.** Okay. I just have to establish that you knew what
19 was there.

20 **A.** Sure, yes.

21 **Q.** All right. So inside the four 45-foot containers,
22 were they all containing product that was stored at that
23 time?

24 **A.** They had some product.

25 **Q.** Okay. Do you have an inventory of what was in

WAHEED "WILLIE" HAMED -- DIRECT

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

2 **Q.** Okay. On the site used as storage? Not moving
3 containers?

4 **A.** Eight containers.

5 **Q.** Okay. All right. And the eight containers had
6 product in them? You've already established that?

7 **A.** No, ma'am. Not all eight had product.

8 **Q.** Okay.

9 **A.** And I already stated that; I said about four or
10 five of them --

11 **Q.** Okay.

12 **A.** -- have product in them, the others, no.

13 **Q.** All right. So of the four or five --

14 **A.** Yes.

15 **Q.** -- that had product in them, what type of product
16 was in those containers?

17 **A.** For example, cups --

18 **Q.** Um-hum.

19 **A.** -- from Monte Santos. Proctor & Gamble, some
20 paper towel. Some dish liquid. Water.

21 **Q.** Um-hum.

22 **A.** We had a container of water out there. And then
23 we had some supplies, such as bowls and -- and what you call
24 it? Liquor boxes and plastic bags.

25 **Q.** Okay. So have you undertaken to determine a value

WAHEED "WILLIE" HAMED -- DIRECT

1 for the containers that had product in them, the four to
2 five containers that had product in them, as of April 30th,
3 2015?

4 **A.** No, ma'am, because why would I need to?

5 **Q.** Okay. I'm just asking if you've done it?

6 **A.** No, no, I'm serious. And even -- even his
7 evaluation of what he's done, he has never opened the
8 containers, nor him, nor his son. They have never worked
9 those containers. They don't even know what it looks on the
10 inside.

11 ~~**Q.** Okay.~~

12 **A.** I've worked them with my hands. I've offloaded
13 them. I've packed them. I did everything with them. I
14 order for the store, they don't.

15 **Q.** Okay. So of those products that you've just
16 described, do you have any valuation or any basis to contest
17 his valuation of the \$415,000?

18 **A.** I contest all of it.

19 **Q.** Okay. You don't have an alternative value?

20 **A.** The valuation shouldn't even be considered because
21 when we bid -- when I made the bid for the store, Judge Ross
22 was there and he told him that was part of the deal. The
23 forklifts was part of the deal. The only thing that Judge
24 Ross gave him was the car, which they still had to pay for.

25 **Q.** Okay. I'm just asking you, do you admit that

WAHEED "WILLIE" HAMED -- DIRECT

1 there were four to five containers that had product in them
2 at the time of the bidding?

3 **A.** Yes.

4 **Q.** ~~Okay.~~ And my question to you is, is do you know
5 the value of the product that was in there? There's clearly
6 value in there.

7 **A.** It's -- my estimation right now, if I look at it
8 top of my head, no more than maybe \$10,000-\$15,000.

9 **Q.** All right. And you've not undertaken any effort
10 to try to actually determine those values, correct?
11 Besides, just you said, off the top of your head?

12 **A.** Yeah, because I work it. I mean, you're an
13 attorney. You know how you can judge a case. Well, I can
14 judge my work by knowing what inventory I have.

15 **Q.** All right.

16 **A.** But you're in a profession, I'm in a profession.

17 **Q.** So your review of these various invoices and so
18 forth, are you contending that these are representative of
19 the kinds of things that were in there?

20 **A.** Of course.

21 **Q.** All right. And other than that, no -- other than
22 what you've just stated today, nobody has undertaken to
23 determine a full value of those four to five containers that
24 had product; is that correct?

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

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