

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 MOTION TO COMPEL NO. 3 OF 5 WITH REGARD TO THE "B(1)" CLAIMS  
AS TO: REVISED YUSUF CLAIM H-142 – HALF ACRE IN ESTATE TUTU**

## I. Introduction

The parties must file a motions to compel related to the B(1) group of claims. Hamed is filing the fthird of those motions to compel defendants to respond to interrogatories and requests for the production of documents as they relate Hamed revised claim H-142 – Half Acre in Estate Tutu presently in United's possession.

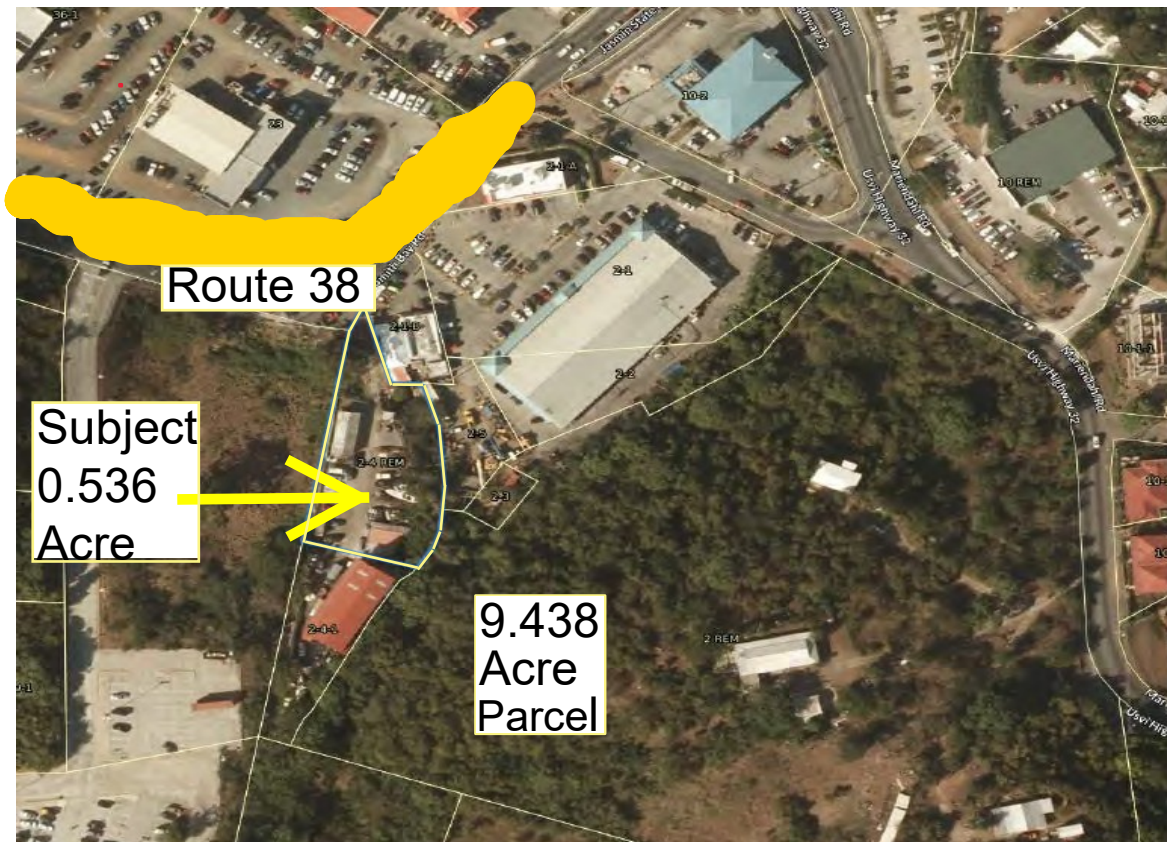
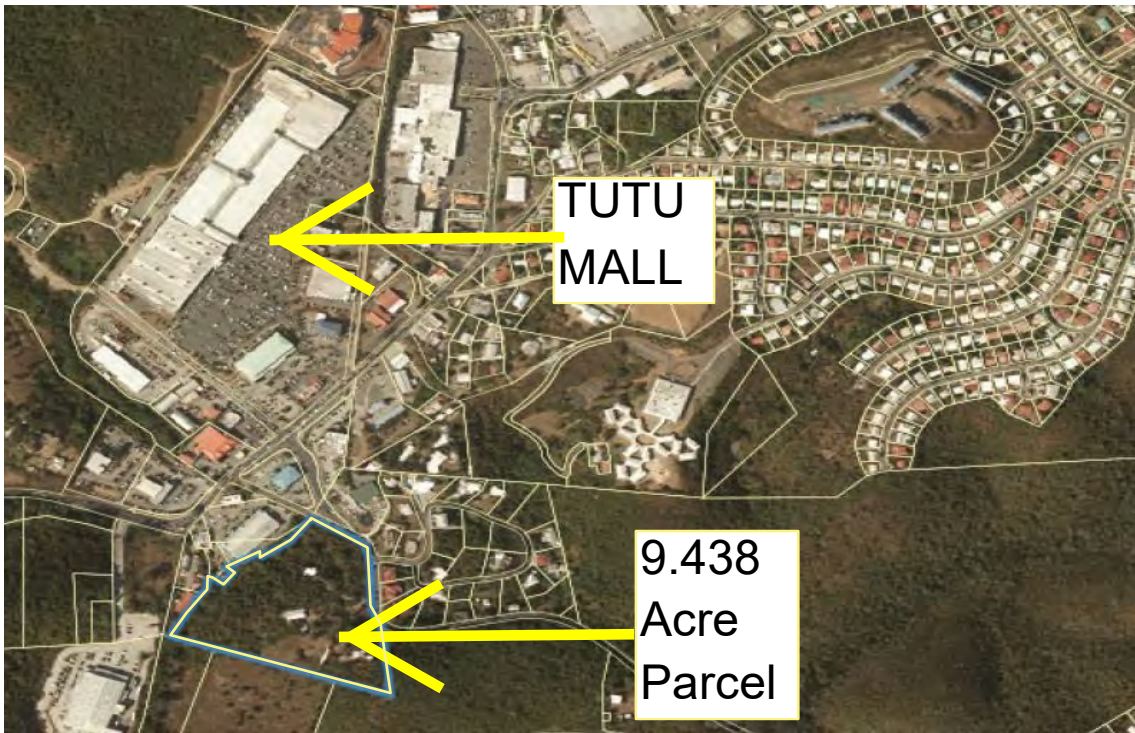
It should be noted, however, that Hamed has been attempting to procure responses to these specific requests from both Yusuf and United **since May 15, 2018 without success**. Hamed respectfully requests that the Master order responses to this long outstanding discovery.

Such discovery is necessary because the Hamed/United Partnership provided \$330,000 to Plessen Enterprises, Inc. ("Plessen", a Hamed/United 50/50 corporation) – from the *D/B/A Plaza Extra Supermarket* account -- to purchase a 0.536 acre parcel.<sup>1</sup> This amount from the Partnership account was 100% of the purchase price. Not a single cent for this land came from Yusuf personally or from the separate United Corporate (Tenant) Account. Thus, Hamed asserts that, pursuant to RUPA, that this is partnership property.

The parcel is adjacent to and provides access to a larger, 9.438 acre, parcel that the Partners owned, and intended to use to build a Plaza Extra Supermarket in Tutu – so that Plaza would not have to rent the present Tutu premises.

---

<sup>1</sup> Parcel No. 2-4 Rem. Estate Charlotte Amalie, No. 3 New Quarter, St. Thomas, U.S. Virgin Islands, consisting of 0.536 acre, more or less, as shown on OLG Map No. D9-7044-T002, dated April 10, 2002.



United obtained this title **after the bar date in this action**. United “foreclosed” on the parcel in a no-consideration proceeding, where United had never contributed a cent. This occurred because, in 2008, at a time when the Partners were under federal criminal charges for skimming supermarket profits away from the Partnership, Fathi United was “moving” around title in some of those properties to accommodate that criminal situation. **Both Fathi United and the Hameds have recently admitted that neither Plessen nor United provided a single cent in consideration for this land – it was 100% Partnership funds. Thus, the United “explanations” as to the factual landscape of what was what happening surrounding the time of the original purchase and at the time of the post-bar foreclosure are critical.**

## II. Procedural Status

On February 26, 2018, United filed a motion to strike Hamed's revised claims H-142 (this claim) and H-143. On March 5, 2018 Hamed filed his opposition and on March 20, 2018 United filed his reply. On July 11, 2018, the Master denied United's motion to strike revised claim H-142 and ordered “[d]iscovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018.” (**Exhibit 1**, at p. 11)

On August 4, 2018, the Master signed a Scheduling Order which allowed the parties to engage in discovery “outside of the deadlines established by the [Discovery Plan] as long as the discovery was completed before the dispositive motion deadline.” (**Exhibit 2**, at p. 2) The parties engaged in discovery pursuant to that Scheduling Order. After the majority of the discovery was produced on May 15, 2018, the parties entered into a series of letters and Rule 37 conferences to resolve their differences. The following motion pertains to Hamed revised claim H-142 – Half Acre in Estate Tutu.

### III. Facts

#### A. United and Yusuf failed to answer Hamed's Interrogatory 21 of 50

On February 21, 2018, Hamed propounded the following interrogatory:

**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses. **(Exhibit 3)**

On May 15, 2018, United/Yusuf refused to respond to interrogatory 21 – stating that there would be no response because United's had filed a pending motion to strike, and it was United's unilateral view that this claim was outside of Judge Brady's Limitation Order.

**United Response to Interrogatory 21 of 50:**

Defendants object to this Interrogatory because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution. **(Exhibit 4)**

On July 11, 2018, in response to United's motion to strike H-142, **the Master denied the motion to strike and ordered "[d]iscovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018."** (Exhibit 1, at p. 11)(Emphasis added).

On July 12, 2018, Hamed's attorney requested that United respond to Hamed's Interrogatory 21 ("ROG 21"), request for production of documents 13 ("RFPDs 13") and request for admissions 22 ("RTA 22") in response to the Master's July 11, 2018 Order. (Exhibit 5) As no discovery responses were forthcoming, on July 17, 2018, Hamed's attorney sent a follow up letter to United's attorney requesting responses to Hamed's ROG 21, RFPDs 13 and RTA 22. (Exhibit 6) On July 19, 2018, Hamed's attorney sent a formal request for a Rule 37 conference to United's attorney, as, once again, no discovery responses had been submitted by United. (Exhibit 7)

Subsequent to Hamed's July 19, 2018 letter, later on July 19, 2018, United propounded supplemental discovery responses. With respect to ROG 21, United stated:

**Supplemental Response**

Defendants show that all documents relating to the purchase of the half acre in Estate Tutu are those documents, which have already been provided in this case including the Warranty Deed and the First Priority Mortgage. Further responding, Defendants show that **Mr. Yusuf is out of the country until August 18, 2018 and to the extent that any additional information is required of him, Defendants are unable to provide that information at this time, but will readily supplement as soon as he is available.** (Exhibit 8) (Emphasis added).

On October 15, 2018, Hamed's counsel sent another letter to United's counsel, outlining the deficiency in United's supplemental response:

Please supplement your response, including identifying how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the



purchase, with reference to all applicable documents, communications and witnesses. **(Exhibit 9)**

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. In a November 20, 2018 letter summarizing the agreements that came out of the November 9, 2018 Rule 37 conference, United's counsel agreed "to answer this interrogatory by December 15, 2018." **(Exhibit 10)**

On December 18, 2018, United did not respond at all to Interrogatory 21, **unilaterally deciding that responding to the interrogatory was not required as the claim was to be considered after August 30, 2019. (Exhibit 11)** A third Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018 to discuss this matter. **(Exhibit 12) United's counsel did not appear and did not provide any written or other notice of non-appearance.**

**B. Similarly, United fails to answer Hamed's RFPDs No. 13 of 50**

**RFPDs 13 of 50**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry -- particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores. **(Exhibit 13)**

**United's Response to RFPDs 13 of 50**

Defendants object to this Request for Production because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to

provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution. (**Exhibit 14**)

On July 11, 2018, in response to United's motion to strike H-142, the Master denied the motion to strike and ordered "[d]iscovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018." (**Exhibit 1**, at p. 11)

On July 12, 2018, Hamed's attorney requested that United respond to Hamed's Interrogatory RFPDs 13 in response to the Master's July 11, 2018 Order. (**Exhibit 5**) As no discovery response was forthcoming, on July 17, 2018, Hamed's attorney sent a follow up letter to United's attorney requesting a response to Hamed's RFPDs 13. (**Exhibit 6**)

Subsequent to Hamed's letter, later on July 19, 2018, United propounded supplemental discovery responses. With respect to RFPDs 13, United stated:

**Supplemental Response**

Defendants show that all documents in their possession, custody or control have already been produced (warranty deed, first priority mortgage, and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed. Further responding, Defendants show that there are no documents responsive to this request to the extent it seeks documents reflecting sources of funds for the purchase other than income from the stores. (**Exhibit 15**)

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. In a November 20, 2018 letter summarizing the agreements



that came out of the November 9, 2018 Rule 37 conference, United's counsel agreed "to answer this request for production of documents by December 15, 2018." (**Exhibit 16**)

December 18, 2018, United did not respond at all to RFPDs 13, unilaterally deciding that responding to the request was not required as the claim was to be considered after August 30, 2019. (**Exhibit 11**) A third Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018 to discuss this matter. (**Exhibit 12**) United's counsel did not appear and did not provide any written or other notice of non-appearance.

#### **IV. Argument**

This Motion to Compel is submitted pursuant to the *Joint Discovery and Scheduling Plan* of January 29, 2018.

##### **A. Rule 26 Duty to Disclose; General Provisions Governing Discovery**

Rule 26 of Virgin Islands Rules of Civil Procedure ("Rule 26") is the foundational rule governing discovery. It broadly allows discovery regarding "**any nonprivileged matter that is relevant to any party's claim or defense**. Information within this scope of discovery need not be admissible in evidence to be discoverable." V.I. R. CIV. P. 26(b)(1), emphasis added.

##### **B. United refuses to respond to Hamed's interrogatory no. 21**

Rule 33 of the Virgin Islands Rules of Civil Procedure ("Rule 33"), among other things, identifies the duties of the party responding.

(a) Answers and Objections.

\* \* \* \*

(3) Answering Each Interrogatory. Each interrogatory must, to the extent it is not objected to, be answered separately and fully in writing under oath.

(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.

United has completely refused to respond to this interrogatory. This discovery is necessary for Hamed to prosecute his claim with respect to the half-acre parcel in Estate Tutu, particularly since United alleges that this property “belongs” to United and not the Partnership – despite the bald admission that it was purchased solely with Partnership funds and neither Plessen nor United even contributed a single cent to its purchase or upkeep. (Exhibits 15 and 17) Hamed respectfully requests that United be required to respond to the following:

- Discuss how the half-acre in Estate Tutu was purchased, for example, why the parcel was purchased, what the benefits from the purchase were.
- Identify the source of funds used to purchase the half-acre in Estate Tutu.
- Identify any funds ever paid for the parcel, at the time of purchase or any other time, including the time of the “foreclosure” by United AFTER Judge Brady’s SOL/laches date in 2006.
- Provide information regarding any discussions or agreements about the funds or the purchase, including a detailed list of the documents and witnesses to the discussions or agreements with regard to the initial purchase or eventual foreclosure. Additionally, describe any communications about the funds or purchase of the land or eventual foreclosure.

**C. Similarly, United refuses to respond to Hamed’s document request no. 13**

Rule 34 of the Virgin Islands Rules of Civil Procedure (“Rule 34”), among other things, identifies the scope of the document production and the duties of the party responding.

(a) In General. A party may serve on any other party a request within the scope of Rule 26(b): (1) to produce and permit the requesting party or its representative to inspect, copy, test, or sample the following items in the responding party's possession, custody, or control: (A) any designated documents or electronically stored information. . .

United has refused to identify the documents in his control regarding RFPDs 13. Instead, United said the following have already been produced: a warranty deed, first priority mortgage, and deed in lieu of foreclosure with accompanying tax clearance letter

from Mohammad Hamed. At a minimum, with all the discovery that has gone back and forth between the parties, United should identify the bates numbers of those documents he listed that have already been produced. Further, he should produce any other documents that may relate to this claim, such as general ledgers, tax documents and bank records related to the purchase, the mortgage and the transfer into United's name in 2008. Any correspondence, letters, faxes or other communications related to the half-acre parcel, whether it relates to the purchase, sale, rationale for acquiring the property, reason for the mortgage and the transfer into United's name should also be produced.

Hamed needs a response to this request in order to fully support his claim that the land is a Partnership asset.

## V. Conclusion

All of Hamed's interrogatories and request for documents discussed above clearly fall within Rule 26's scope allowing discovery regarding "**any nonprivileged matter that is relevant to any party's claim or defense.**" (Emphasis added). Hamed has patiently been trying to get responses to this discovery since *May 15, 2018*, with no success. Accordingly, Hamed respectfully requests that the Master compel United to answer and produce the following:

### **Interrogatory 21 of 50**

- Discuss how the half-acre in Estate Tutu was purchased, for example, why the parcel was purchased, what the benefits from the purchase were.
- Identify the source of funds used to purchase the half-acre in Estate Tutu.
- Identify any funds ever paid for the parcel, at the time of purchase or any other time, including the time of the "foreclosure" by United AFTER Judge Brady's SOL/laches date in 2006.
- Provide information regarding any discussions or agreements about the funds or the purchase, including a detailed list of the documents and witnesses to the discussions or agreements with regard to the initial purchase or eventual

foreclosure. Additionally, describe any communications about the funds or purchase of the land or eventual foreclosure.

**RFPDs 13 of 50**

- Bates numbers referencing the documents United states have already been produced: a warranty deed, first priority mortgage, and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed;
- All financial documents relating to this claim, such as general ledgers, tax documents and bank records related to the purchase, the mortgage and the transfer into United's name in 2008; and
- Any correspondence, letters, faxes or other communications related to the half-acre parcel, whether it relates to the purchase, sale, rationale for acquiring the property, reason for the mortgage or transfer into United's name.

**Dated:** October 2, 2019



**Carl J. Hartmann III, Esq.**

*Co-Counsel for Plaintiff*

5000 Estate Coakley Bay, L6

Christiansted, VI 00820

Email: [carl@carlhartmann.com](mailto: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](mailto:holtvi@aol.com)

Tele: (340) 773-8709

Fax: (340) 773-867

**CERTIFICATE OF SERVICE**

I hereby certify that on this 2<sup>nd</sup> day of October 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).



**CERTIFICATE OF COMPLIANCE WITH RULE 37(a)(1)**

I hereby certify that I made the required efforts in good faith to confer with counsel for United and United in order to obtain the foregoing requested information.



**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**

**HAMED MOTION TO COMPEL NO. 1 OF 5 WITH REGARD TO THE "B(1)" CLAIMS  
AS TO: REVISED YUSUF CLAIM H-142 – HALF ACRE IN ESTATE TUTU**

## I. Introduction

The parties must file a motions to compel related to the B(1) group of claims. Hamed is filing the first of those motions to compel defendants to respond to interrogatories and requests for the production of documents as they relate Hamed revised claim H-142 – Half Acre in Estate Tutu presently in United's possession.

It should be noted, however, that Hamed has been attempting to procure responses to these specific requests from both Yusuf and United **since May 15, 2018 without success**. Hamed respectfully requests that the Master order responses to this long outstanding discovery.

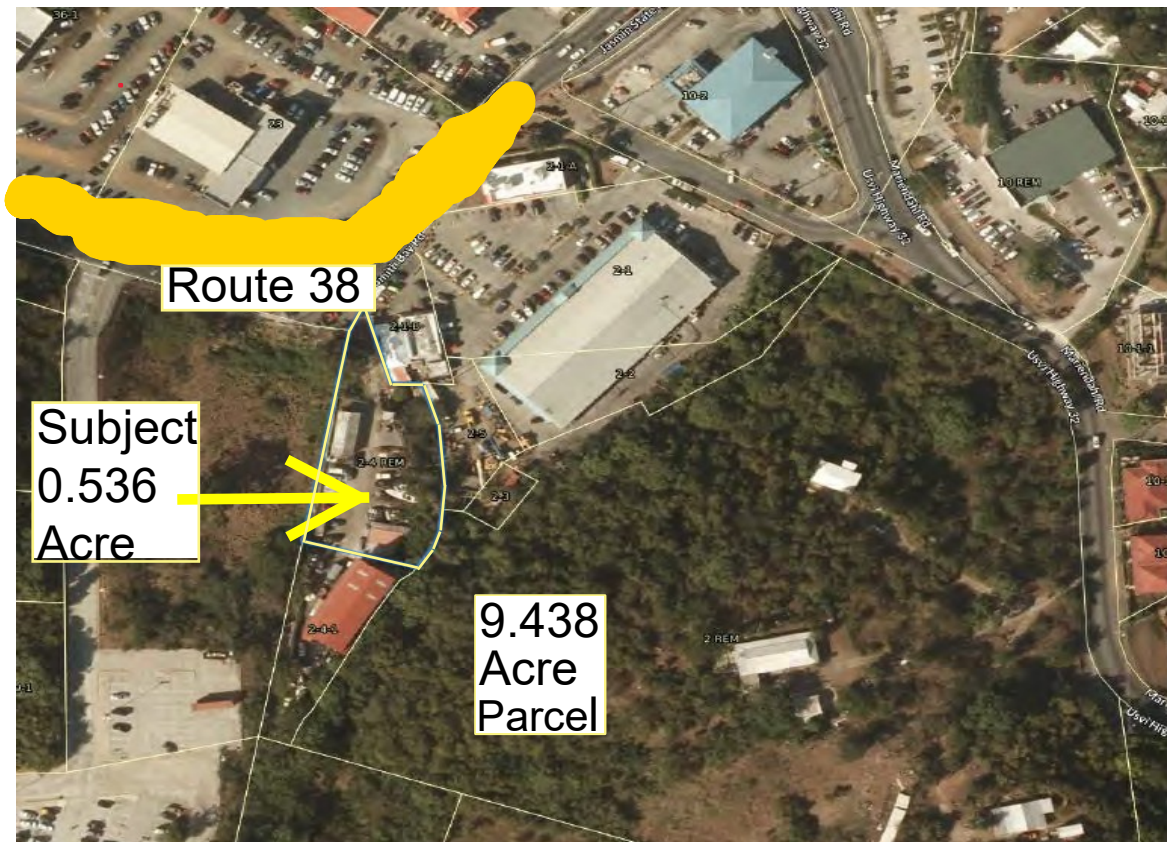
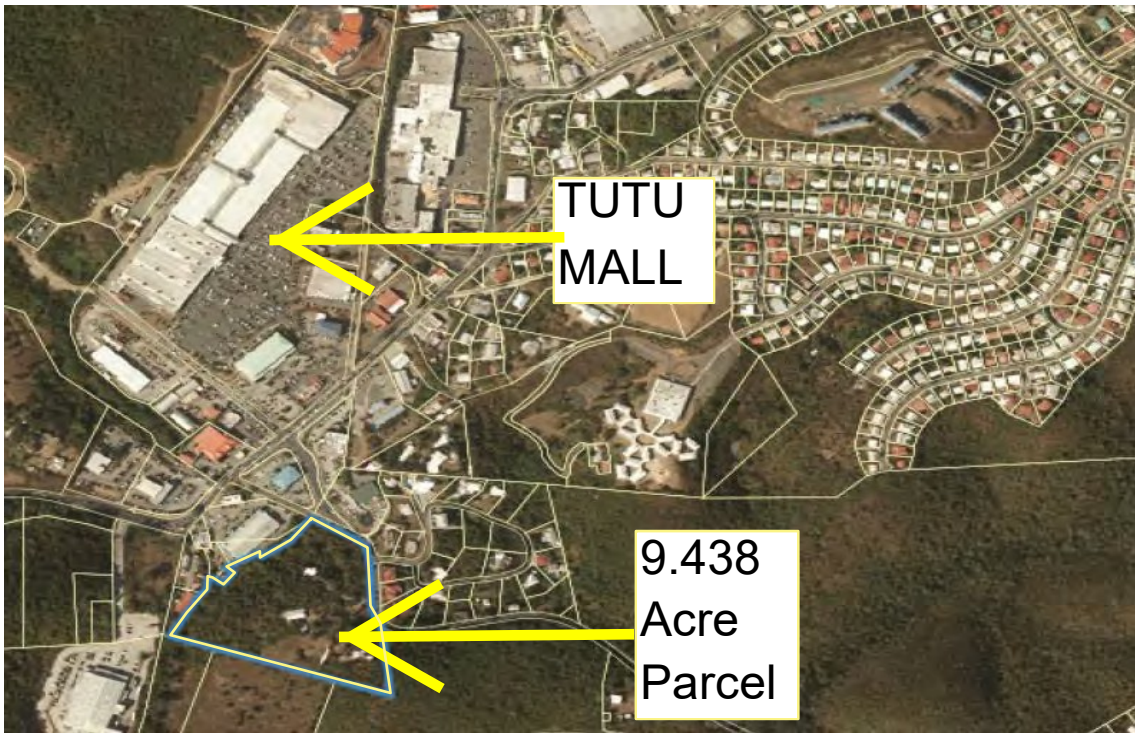
Such discovery is necessary because the Hamed/United Partnership provided \$330,000 to Plessen Enterprises, Inc. ("Plessen", a Hamed/United 50/50 corporation) – from the *D/B/A Plaza Extra Supermarket* account -- to purchase a 0.536 acre parcel.<sup>1</sup> This amount from the Partnership account was 100% of the purchase price. Not a single cent for this land came from Yusuf personally or from the separate United Corporate (Tenant) Account. Thus, Hamed asserts that, pursuant to RUPA, that this is partnership property.

The parcel is adjacent to and provides access to a larger, 9.438 acre, parcel that the Partners owned, and intended to use to build a Plaza Extra Supermarket in Tutu – so that Plaza would not have to rent the present Tutu premises.

---

<sup>1</sup> Parcel No. 2-4 Rem. Estate Charlotte Amalie, No. 3 New Quarter, St. Thomas, U.S. Virgin Islands, consisting of 0.536 acre, more or less, as shown on OLG Map No. D9-7044-T002, dated April 10, 2002.





United obtained this title **after the bar date in this action**. United “foreclosed” on the parcel in a no-consideration proceeding, where United had never contributed a cent. This occurred because, in 2008, at a time when the Partners were under federal criminal charges for skimming supermarket profits away from the Partnership, Fathi United was “moving” around title in some of those properties to accommodate that criminal situation. **Both Fathi United and the Hameds have recently admitted that neither Plessen nor United provided a single cent in consideration for this land – it was 100% Partnership funds. Thus, the United “explanations” as to the factual landscape of what was what happening surrounding the time of the original purchase and at the time of the post-bar foreclosure are critical.**

## II. Procedural Status

On February 26, 2018, United filed a motion to strike Hamed's revised claims H-142 (this claim) and H-143. On March 5, 2018 Hamed filed his opposition and on March 20, 2018 United filed his reply. On July 11, 2018, the Master denied United's motion to strike revised claim H-142 and ordered “[d]iscovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018.” (**Exhibit 1**, at p. 11)

On August 4, 2018, the Master signed a Scheduling Order which allowed the parties to engage in discovery “outside of the deadlines established by the [Discovery Plan] as long as the discovery was completed before the dispositive motion deadline.” (**Exhibit 2**, at p. 2) The parties engaged in discovery pursuant to that Scheduling Order. After the majority of the discovery was produced on May 15, 2018, the parties entered into a series of letters and Rule 37 conferences to resolve their differences. The following motion pertains to Hamed revised claim H-142 – Half Acre in Estate Tutu.

### III. Facts

#### A. United and Yusuf failed to answer Hamed's Interrogatory 21 of 50

On February 21, 2018, Hamed propounded the following interrogatory:

**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses. **(Exhibit 3)**

On May 15, 2018, United/Yusuf refused to respond to interrogatory 21 – stating that there would be no response because United's had filed a pending motion to strike, and it was United's unilateral view that this claim was outside of Judge Brady's Limitation Order.

**United Response to Interrogatory 21 of 50:**

Defendants object to this Interrogatory because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution. **(Exhibit 4)**

On July 11, 2018, in response to United's motion to strike H-142, **the Master denied the motion to strike and ordered "[d]iscovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018."** (Exhibit 1, at p. 11)(Emphasis added).

On July 12, 2018, Hamed's attorney requested that United respond to Hamed's Interrogatory 21 ("ROG 21"), request for production of documents 13 ("RFPDs 13") and request for admissions 22 ("RTA 22") in response to the Master's July 11, 2018 Order. (Exhibit 5) As no discovery responses were forthcoming, on July 17, 2018, Hamed's attorney sent a follow up letter to United's attorney requesting responses to Hamed's ROG 21, RFPDs 13 and RTA 22. (Exhibit 6) On July 19, 2018, Hamed's attorney sent a formal request for a Rule 37 conference to United's attorney, as, once again, no discovery responses had been submitted by United. (Exhibit 7)

Subsequent to Hamed's July 19, 2018 letter, later on July 19, 2018, United propounded supplemental discovery responses. With respect to ROG 21, United stated:

**Supplemental Response**

Defendants show that all documents relating to the purchase of the half acre in Estate Tutu are those documents, which have already been provided in this case including the Warranty Deed and the First Priority Mortgage. Further responding, Defendants show that **Mr. Yusuf is out of the country until August 18, 2018 and to the extent that any additional information is required of him, Defendants are unable to provide that information at this time, but will readily supplement as soon as he is available.** (Exhibit 8) (Emphasis added).

On October 15, 2018, Hamed's counsel sent another letter to United's counsel, outlining the deficiency in United's supplemental response:

Please supplement your response, including identifying how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the

purchase, with reference to all applicable documents, communications and witnesses. **(Exhibit 9)**

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. In a November 20, 2018 letter summarizing the agreements that came out of the November 9, 2018 Rule 37 conference, United's counsel agreed "to answer this interrogatory by December 15, 2018." **(Exhibit 10)**

On December 18, 2018, United did not respond at all to Interrogatory 21, **unilaterally deciding that responding to the interrogatory was not required as the claim was to be considered after August 30, 2019. (Exhibit 11)** A third Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018 to discuss this matter. **(Exhibit 12) United's counsel did not appear and did not provide any written or other notice of non-appearance.**

**B. Similarly, United fails to answer Hamed's RFPDs No. 13 of 50**

**RFPDs 13 of 50**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry -- particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores. **(Exhibit 13)**

**United's Response to RFPDs 13 of 50**

Defendants object to this Request for Production because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to

provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution. (**Exhibit 14**)

On July 11, 2018, in response to United's motion to strike H-142, the Master denied the motion to strike and ordered "[d]iscovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018." (**Exhibit 1**, at p. 11)

On July 12, 2018, Hamed's attorney requested that United respond to Hamed's Interrogatory RFPDs 13 in response to the Master's July 11, 2018 Order. (**Exhibit 5**) As no discovery response was forthcoming, on July 17, 2018, Hamed's attorney sent a follow up letter to United's attorney requesting a response to Hamed's RFPDs 13. (**Exhibit 6**)

Subsequent to Hamed's letter, later on July 19, 2018, United propounded supplemental discovery responses. With respect to RFPDs 13, United stated:

**Supplemental Response**

Defendants show that all documents in their possession, custody or control have already been produced (warranty deed, first priority mortgage, and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed. Further responding, Defendants show that there are no documents responsive to this request to the extent it seeks documents reflecting sources of funds for the purchase other than income from the stores. (**Exhibit 15**)

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. In a November 20, 2018 letter summarizing the agreements

that came out of the November 9, 2018 Rule 37 conference, United's counsel agreed "to answer this request for production of documents by December 15, 2018." (**Exhibit 16**)

December 18, 2018, United did not respond at all to RFPDs 13, unilaterally deciding that responding to the request was not required as the claim was to be considered after August 30, 2019. (**Exhibit 11**) A third Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018 to discuss this matter. (**Exhibit 12**) United's counsel did not appear and did not provide any written or other notice of non-appearance.

#### **IV. Argument**

This Motion to Compel is submitted pursuant to the *Joint Discovery and Scheduling Plan* of January 29, 2018.

##### **A. Rule 26 Duty to Disclose; General Provisions Governing Discovery**

Rule 26 of Virgin Islands Rules of Civil Procedure ("Rule 26") is the foundational rule governing discovery. It broadly allows discovery regarding "**any nonprivileged matter that is relevant to any party's claim or defense**. Information within this scope of discovery need not be admissible in evidence to be discoverable." V.I. R. CIV. P. 26(b)(1), emphasis added.

##### **B. United refuses to respond to Hamed's interrogatory no. 21**

Rule 33 of the Virgin Islands Rules of Civil Procedure ("Rule 33"), among other things, identifies the duties of the party responding.

(a) Answers and Objections.

\* \* \* \*

(3) Answering Each Interrogatory. Each interrogatory must, to the extent it is not objected to, be answered separately and fully in writing under oath.

(4) Objections. The grounds for objecting to an interrogatory must be stated with specificity. Any ground not stated in a timely objection is waived unless the court, for good cause, excuses the failure.



United has completely refused to respond to this interrogatory. This discovery is necessary for Hamed to prosecute his claim with respect to the half-acre parcel in Estate Tutu, particularly since United alleges that this property “belongs” to United and not the Partnership – despite the bald admission that it was purchased solely with Partnership funds and neither Plessen nor United every contributed a single cent to its purchase or upkeep. (Exhibits 15 and 17) Hamed respectfully requests that United be required to respond to the following:

- Discuss how the half-acre in Estate Tutu was purchased, for example, why the parcel was purchased, what the benefits from the purchase were.
- Identify the source of funds used to purchase the half-acre in Estate Tutu.
- Identify any funds ever paid for the parcel, at the time of purchase or any other time, including the time of the “foreclosure” by United AFTER Judge Brady’s SOL/laches date in 2006.
- Provide information regarding any discussions or agreements about the funds or the purchase, including a detailed list of the documents and witnesses to the discussions or agreements with regard to the initial purchase or eventual foreclosure. Additionally, describe any communications about the funds or purchase of the land or eventual foreclosure.

**C. Similarly, United refuses to respond to Hamed’s document request no. 13**

Rule 34 of the Virgin Islands Rules of Civil Procedure (“Rule 34”), among other things, identifies the scope of the document production and the duties of the party responding.

(a) In General. A party may serve on any other party a request within the scope of Rule 26(b): (1) to produce and permit the requesting party or its representative to inspect, copy, test, or sample the following items in the responding party's possession, custody, or control: (A) any designated documents or electronically stored information. . .

United has refused to identify the documents in his control regarding RFPDs 13. Instead, United said the following have already been produced: a warranty deed, first priority mortgage, and deed in lieu of foreclosure with accompanying tax clearance letter

from Mohammad Hamed. At a minimum, with all the discovery that has gone back and forth between the parties, United should identify the bates numbers of those documents he listed that have already been produced. Further, he should produce any other documents that may relate to this claim, such as general ledgers, tax documents and bank records related to the purchase, the mortgage and the transfer into United's name in 2008. Any correspondence, letters, faxes or other communications related to the half-acre parcel, whether it relates to the purchase, sale, rationale for acquiring the property, reason for the mortgage and the transfer into United's name should also be produced.

Hamed needs a response to this request in order to fully support his claim that the land is a Partnership asset.

## V. Conclusion

All of Hamed's interrogatories and request for documents discussed above clearly fall within Rule 26's scope allowing discovery regarding "**any nonprivileged matter that is relevant to any party's claim or defense.**" (Emphasis added). Hamed has patiently been trying to get responses to this discovery since *May 15, 2018*, with no success. Accordingly, Hamed respectfully requests that the Master compel United to answer and produce the following:

### **Interrogatory 21 of 50**

- Discuss how the half-acre in Estate Tutu was purchased, for example, why the parcel was purchased, what the benefits from the purchase were.
- Identify the source of funds used to purchase the half-acre in Estate Tutu.
- Identify any funds ever paid for the parcel, at the time of purchase or any other time, including the time of the "foreclosure" by United AFTER Judge Brady's SOL/laches date in 2006.
- Provide information regarding any discussions or agreements about the funds or the purchase, including a detailed list of the documents and witnesses to the discussions or agreements with regard to the initial purchase or eventual

foreclosure. Additionally, describe any communications about the funds or purchase of the land or eventual foreclosure.

**RFPDs 13 of 50**

- Bates numbers referencing the documents United states have already been produced: a warranty deed, first priority mortgage, and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed;
- All financial documents relating to this claim, such as general ledgers, tax documents and bank records related to the purchase, the mortgage and the transfer into United's name in 2008; and
- Any correspondence, letters, faxes or other communications related to the half-acre parcel, whether it relates to the purchase, sale, rationale for acquiring the property, reason for the mortgage or transfer into United's name.

**Dated:** October 2, 2019



**Carl J. Hartmann III, Esq.**

*Co-Counsel for Plaintiff*

5000 Estate Coakley Bay, L6

Christiansted, VI 00820

Email: [carl@carlhartmann.com](mailto: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](mailto:holtvi@aol.com)

Tele: (340) 773-8709

Fax: (340) 773-867

**CERTIFICATE OF SERVICE**

I hereby certify that on this 2<sup>nd</sup> day of October 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).



**CERTIFICATE OF COMPLIANCE WITH RULE 37(a)(1)**

I hereby certify that I made the required efforts in good faith to confer with counsel for United and United in order to obtain the foregoing requested information.



# Exhibit 1

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

**EXHIBIT**

**1**

**THIS MATTER** came before the Special Master (hereinafter “Master”) on United and Yusuf’s motion to strike Hamed’s Claim Nos. H-142: Parcel No. 2-4 Rem Estate Charlotte Amalie, St. Thomas, and H-143: Plot 4-H Estate Sion Farm, St. Croix.<sup>1</sup> In response, Hamed filed an opposition and Yusuf filed a reply thereafter.

### **BACKGROUND**

Hamed alleged in Hamed Claim Nos. H-142 and H-143 that Parcel No. 2-3 Rem Estate Charlotte Amalie, St. Thomas (“Parcel No. 2-3”) and Plot 4-H Estate Sion Farm, St. Croix (“Plot 4-H”), respectively, are assets of the Partnership.

On June 24, 2017, the Court entered a memorandum opinion and order regarding limitations on accounting whereby the Court 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.**” (“Limitation Order”) *Hamed v. Yusuf*, 2017 V.I. LEXIS 114, \*45 (Super. Ct. July 21, 2017) (“Emphasis added”).

On February 26, 2018, United and Yusuf filed this instant motion to strike Hamed Claim Nos. H-142 and H-143.

### **DISCUSSION**

#### **A. Hamed Claim No. H-142**

In their motion, United and Yusuf pointed out that Hamed’s description of Hamed Claim No. H-142 in his revised notice of Partnership claims and objections to Yusuf’s post-

---

<sup>1</sup> 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 to strike Hamed Claim Nos. H-142 and H-143 falls within the scope of the Master’s report and recommendation given that Hamed Claim Nos. H-142 and H-143 are alleged assets of the Partnership.



January 1, 2012 accounting, filed on October 17, 2016, his submission of suggestions as to the further handling of the remaining claims per the master's discretion of August 24, 2017, filed on October 30, 2017, and his motion for a hearing before Special Master, filed on November 16, 2017, were all "remarkably terse." (Motion, p. 2) United and Yusuf argued that Hamed Claim No. H-142 is "completely irrelevant since the Partners obviously chose to take title to that property in the name of Plessen<sup>2</sup> pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006" and "[f]rom that date forward until Plessen conveyed the property to United pursuant to the Deed In Lieu of Foreclosure signed by Mohammad Hamed, the property was an asset of Plessen, not the Partnership."<sup>3</sup> (Id., at p. 3) United and Yusuf also argued that "[i]n any event, the transaction involving the acquisition of this property occurred before September 17, 2006 and is therefore clearly barred by the Limitation Order." (Id., at p. 3-4) As such, United and Yusuf requested the Master to grant their motion and strike Hamed Claim No. H-142.

In his opposition, Hamed claimed that "[t]hree completely distinct and independent reasons exist as to why this claim cannot be summarily stricken—but instead must proceed to briefing and a decision by the Master like all other claims." (Opp., p. 2) First, Hamed argued that "[Parcel No. 2-4] is a Partnership Asset (paid for with partnership funds), not a 'Claim'" and the "[Final] Wind Up Plan distinguished between 'Claims' and 'Partnership Assets.'" (Id.) Hamed pointed out that, as of the date of entering the Final Wind Up Plan, United owned Parcel No. 2-4 Rem, and in fact, said property was listed as an "asset" on the Partnership's balance sheet when the Final Wind Up Plan was entered and on the combined balance sheet for the

---

<sup>2</sup> All references to "Plessen" and "Plessen Enterprises" by Parties and herein refers to Plessen Enterprises, Inc.

<sup>3</sup> In support of their argument, United and Yusuf attached to their motion, *inter alia*, a copy of the warranty deed, dated July 26, 2006 and recorded on August 24, 2006, a copy of the first priority mortgage, dated and recorded on August 24, 2006, and a copy of the deed in lieu of foreclosure, dated October 23, 2008 and recorded March 24, 2009.

period January 31, 2015 through December 31, 2015.<sup>4</sup> Thus, this claim is not barred by the Limitation Order. (*Id.*, at p. 3) Second, Hamed argued that since United took title to Parcel No. 2-4 on October 23, 2008, title to this disputed property was vested in 2008, after the date set forth in the Limitation Order, and “[t]hus, it is totally irrelevant that another 50/50 Hamed-Yusuf entity, Plessen Enterprises, took title to this property at some earlier date...” (*Id.*, at p. 4) Hence, again, this claim is not barred by the Limitation Order. (*Id.*) Third, Hamed argued that, pursuant to the discovery plan agreed upon, Parties agreed that discovery was needed as to Hamed Claim No. H-142, and Hamed had already propounded discovery thereto, so “at the very least, this motion should be denied as premature.” (*Id.*, at p. 4-5)

In their reply, United and Yusuf responded to arguments raised in Hamed’s opposition. First, United and Yusuf argued that Hamed’s argument that this is a “Partnership Asset” and not a “Claim” is a “non sequitur” because “[a]ny interest the Partnership had in this property ceased when the two Partners decided that title to the parcel would be held in the name of their jointly owned company, Plessen Enterprises, Inc., pursuant to the deed dated July 26, 2006.” (Reply, p. 3) Hamed pointed out that “[t]he fact that this property was reflected as an asset on the balance sheets attached to Exhibits 3 and 4 to the Opposition<sup>5</sup> is of no moment because both of these balance sheets were prepared by John Gaffney, who acknowledged: ‘Land with a Cost of \$330,000 was recorded as an asset of the [P]artnership in error. Reduction to zero corrects the mistaken entry.’” (*Id.*, at p. 4) Second, United and Yusuf argued that “[t]he fact that the land was originally purchased with Partnership funds does not mean that it should be included among Partnership Assets” because “[i]f that were the case, hundreds of acres

---

<sup>4</sup> The Master must note that the balance sheets referenced by Hamed did not specifically refer to Parcel 2-3. The balance sheets simply listed “Land, \$330,000.00” under “ASSETS.”

<sup>5</sup> Exhibit 3 of Hamed’s opposition is a copy of the balance sheet attached to the Final Wind Up Order and Exhibit 4 of Hamed’s opposition is a copy of the combined balance sheet for the period January 31, 2015 through December 31, 2015.

purchased with Partnership funds but titled in the names of Plessen and other companies jointly owned by Hamed and Yusuf...would all constitute Partnership Assets requiring liquidation.” (Id.) United and Yusuf pointed out that Hamed failed to provide any evidence in support of Hamed’s argument that the conveyance to United were intended by the Partners to be conveyances to the Partnership. (Id., at p. 5) Third, United and Yusuf argued that Hamed misrepresented that they agreed to further discovery. (Id.) As United and Yusuf stated in their previous filings,<sup>6</sup> “[b]ecause this claim is clearly barred by the Limitation Order, no discovery is needed or should be allowed.” (Id., at p. 6)

United and Yusuf essentially argued in their motion that the Master should grant their motion to strike Hamed Claim No. H-142 because: (1) Hamed’s description for this claim was terse; (2) Parcel 2-3 is not an asset of the Partnership; and (3) this claim is barred by the Limitation Order. First, the fact that United and Yusuf found Hamed’s description for Hamed Claim No. H-142 terse does not, in and of itself, warrant it meritless. The fact of the matter is, Parties are aware that this claim alleged that Parcel No. 2-3 is an asset of the Partnership. Second, the fact that “United” owns Parcel No. 2-3 pursuant to the deed in lieu of foreclosure, dated October 23, 2008 and recorded on March 24, 2009, does not, in and of itself, preclude Parcel No. 2-3 from being considered an asset of the Partnership. The Court and the Master have both recognized in the past that “the Court has long found indicia of the existence of a partnership and that the partners operated Plaza Extra under the corporate name of United. *See* the Master’s Order re Hamed’s motion as to Hamed Claim No. H-3, dated May 8, 2018; *see*

---

<sup>6</sup> On December 13, 2017, United and Yusuf filed a bench memorandum for the December 15, 2017 status conference. Exhibit A of the bench memorandum stated the following as to Hamed Claim No. H-142:

As reflected in multiple Bi-Monthly Reports of the Liquidating Partner (*see, e.g.*, Ninth Bi-Monthly Report filed on August 1, 2006 at p. 5-6), a deed conveying Parcel 2-4 Rem. To Plessen Enterprises, Inc. and a \$330,000 mortgage from Plessen to United have been of record since August 24, 2006. Accordingly, any claims by Hamed are clearly barred by the Limitation Order. To the extent they are not barred, discovery is required. (Reply, p. 6)

also April 25, 2013 Memorandum Opinion and Order (“Yusuf admitted in the *Idheileh* action that Plaza Extra was a distinct entity from United, although the ‘partners operated Plaza Extra under the corporate name of United Corp.’”); *The United States of America v. United Corporation, et al.*, case no. 1:05-cr-15 (United was named as a defendant as “United Corporation d/b/a Plaza Extra”). Here, similar to United and Yusuf’s accusation that Hamed failed to provide any evidence in support of Hamed’s argument that the conveyance was to United operating as the Partnership and not to United operating as a separate distinct entity from the Partnership, United and Yusuf also failed to provide any evidence to support their argument that the conveyance was to United operating as a separate distinct entity from the Partnership, and not United operating as the Partnership.<sup>7</sup> Third, Hamed Claim No. H-142 is not barred by the Limitation Order because the transaction relevant here—from Plessen to United, assuming *arguendo* it was United operating as the Partnership—did not occur until October 23, 2008, which is after September 17, 2006, the limitation date set forth in the Limitation Order. As such, the Master will deny Yusuf’s motion to strike as to Hamed Claim No. H-142.<sup>8</sup> Furthermore, as United and Yusuf admitted in their previous filings as to Hamed

---

<sup>7</sup> United and Yusuf noted in their motion that Waleed Hamed signed the mortgage and the deed in lieu of foreclosure on behalf of Plessen. However, United and Yusuf failed to explain why this fact supports their claim that the conveyance was to United operating as a separate distinct entity from the Partnership, and not United operating as the Partnership.

<sup>8</sup> The Master will nevertheless briefly address the “claim v. partnership asset” argument raised by Hamed in his opposition. The Limitation Order did not make the distinction between claims or partnership assets. In the Limitation Order, the Court ordered that “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.” *Hamed*, 2017 V.I. LEXIS \*44-45. See *supra*, footnotes 2-3.

Title 26 V.I.C. §177(b) provides: “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.”

Title 26 V.I.C. §71(a) provides: 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

Claim No. H-142, they acknowledged that “[t]o the extent they are not barred, discovery is required.”<sup>9</sup> Thus, the Master will allow discovery as to Hamed Claim No. H-142.

**B. Hamed Claim No. H-143**

In their motion, United and Yusuf pointed out that Hamed’s description of Hamed Claim No. H-143 was similarly terse in his revised notice of Partnership claims and objections to Yusuf’s post-January 1, 2012 accounting, filed on October 17, 2016, his submission of suggestions as to the further handling of the remaining claims per the master’s discretion of August 24, 2017, filed on October 30, 2017, and his motion for a hearing before Special Master, filed on November 16, 2017. (Motion, p. 3) United and Yusuf argued that it is “undisputed that United has been the record owner of [Plot 4-H] since October 6, 1992.”<sup>10</sup> United and Yusuf also pointed out that the “transaction involving Plot 4-H occurred almost fourteen years before the cut off period established by the Limitation Order and is therefore barred by that Order.” (Id., at p. 4) As such, United and Yusuf requested the Master to grant their motion and strike Hamed Claim No. H-143.

Hamed prefaced his opposition with the following statement: “When Plaza [Extra-East] burned down in 1992, it was insured by the Partnership – not by United. As part of that insurance settlement, the Partnership received enough funds to not only re-build the existing Plaza [Extra]-East store, which was done – but to also purchase an adjacent parcel of land (Plot

---

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.

Here, Hamed Claim No. H-142 alleged that Parcel No. 2-3 is an asset of the Partnership and believes Parcel 2-3 should be sold or split between the Partners. See Hamed’s submission of his suggestions as to the further handling of the remaining claims, Exhibit A, p. 12, filed on October 30, 2017 (“Hamed Claim No. H-142.... sale or split of property”); Hamed’s motion for a hearing before Special Master, Exhibit 3, p. 12, filed on November 16, 2017 (“Hamed Claim No. H-142.... sale or split of property”). As such, the Master finds Hamed Claim No. H-142 to fall within the scope of the Limitation Order.

<sup>9</sup> *Supra*, footnote 6.

<sup>10</sup> In support of their argument, United and Yusuf attached to their motion, *inter alia*, a copy of the warranty deed, dated and recorded October 6, 1992.

4-H), which added some additional space to the interior of the store as well as a large open area behind the store.”<sup>11</sup> (Opp., p. 5) Hamed then stated that “[t]here are two distinct reasons exist as to why this claim cannot be summarily stricken—but instead must proceed to briefing and a decision by the Master like all other claims.” (Id.) First, Hamed argued that “in dividing the stores under the [Final Wind Up Plan], the Court recognized that Yusuf would not get the existing Plaza [Extra]-East store unless the Court included Plot 4-H, as the store had been extended onto part of that parcel” and “[a]s such, the Court specifically carved this plot out in Section 8 of the [Final Wind Up] Plan.”<sup>12</sup> Based on that, Hamed reasoned that “the Court clearly did not intend for the value of this asset to become a windfall to Yusuf when it entered its subsequent Bar Order” and that, “[i]n short, the Court clearly intended for Hamed to get the value of this asset in the accounting phase of this case, it just did not want it sold because Plaza [Extra]-East was partially located on it.” (Id., at p. 6) As such, Hamed argued that this claim is not barred by the Limitation Order. Second, Hamed argued that, pursuant to the discovery plan agreed upon, Parties agreed that discovery was needed as to Hamed Claim No. H-143, and Hamed had already propounded discovery thereto, so this motion should be denied as premature. (Id., at p. 6-7)

---

<sup>11</sup> In support of his statement, Hamed attached to his opposition, *inter alia*, an affidavit of Wally Hamed, dated March 5, 2018, whereby Wally Hamed declared under the penalty that:

...

3. When Plaza [Extra-East] burned down in 1992, it was insured by the [P]artnership, not through funds paid by the landlord, United Corporation.

4. As part of that insurance settlement, the [P]artnership received enough funds to not only re-build the existing Plaza [Extra]-East store, which was done – but to also purchase an adjacent parcel of land, Plot 4H [Estate] Sion Farm, which added some additional space to the interior of the store as well as a large open area behind the store.

<sup>12</sup> The Final Wind Up Plan provided in pertinent part:

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.

In their reply, United and Yusuf responded to arguments raised in Hamed's opposition. First, while United and Yusuf acknowledged that the Partnership paid for the insurance of Plot 4-H for the benefit of the property owner, United, and that the insurance proceeds were paid to United after Plaza Extra-East burned down in 1992, United and Yusuf argued that "Hamed has absolutely no claim on the merits with respect to the use of \$150,000 of insurance proceeds since the Partnership benefitted from the reduced rental rate for 10 more years."<sup>13</sup> (Reply, p. 6) Moreover, United and Yusuf pointed out that "Hamed fails to address why, if the Partnership allegedly owned Plot 4-H, it would pay rent that covers those premises for decades." (Id., at p. 7) Second, United and Yusuf argued that Hamed cannot presume to know the Court's specific intent as to Section 8 of the Final Wind Up Plan.<sup>14</sup> Instead, United and Yusuf argued that this claim is clearly barred by the Limitation Order because the transaction date "occurred in 1992 almost fourteen years before the bar date." (Id.) Third, United and Yusuf argued that, similarly to Amended Hamed Claim No. H-142, Hamed misrepresented that they agreed to further discovery.<sup>15</sup> (Id.) As United and Yusuf stated in previous filings, no discovery is needed or should be allowed as to Hamed Claim No. H-143 because it is clearly barred by the Limitation Order. (Id.)

United and Yusuf essentially argued in their motion that the Master should grant their motion to strike Hamed Claim No. H-143 because: (1) Hamed's description for Hamed Claim No. H-143 was terse; (2) Plot 4-H is not an asset of the Partnership; and (3) this claim is barred

---

<sup>13</sup> United and Yusuf noted that "[a]t that time, Yusuf agreed with Hamed to keep the lower than market rate rent of \$5.55 per square foot in place for 10 more years following the date the rebuilt store opened for business." (Reply, p. 6)

<sup>14</sup> *Supra*, footnote 12.

<sup>15</sup> On December 13, 2017, United and Yusuf filed a bench memorandum for the December 15, 2017 status conference. Exhibit A of the bench memorandum stated the following as to Hamed Claim No. H-143:

The deed conveying Plot 4H [Estate Sion Farm] to United has been of record since October 6, 1992. See Exhibit 2. Accordingly, any claims by Hamed are clearly barred by the Limitation Order. To the extent they are not, discovery is required." (Reply, p. 7)



by the Limitation Order. First, as the Master stated above, the fact that United and Yusuf found Hamed's description for Hamed Claim No. H-143 terse does not, in and of itself, warrant it meritless. The fact of the matter is, Parties are aware that Hamed alleged in Hamed Claim No. H-143 claims that Plot 4-H is an asset of the Partnership. Second, for the same reason stated above, the fact that "United" owned Plot 4-H pursuant to the warranty deed, dated October 1, 1992 and recorded on October 6, 1992, does not, in and of itself, preclude Plot 4-H from being considered an asset of the Partnership. However, here, unlike Parcel 2-3, the Partnership rented Plot 4-H from United and paid rent to United. Hamed never addressed the issue of why the Partnership, if it was the owner of Plot 4-H, had to pay rent to United for Plot 4-H. Thus, there is some evidence that the conveyance was to United operating as a separate distinct entity from the Partnership, and not United operating as the Partnership. Nevertheless, at this time, the Master lacks sufficient record before him to make a determination as to the true ownership of Plot 4-H. Third, even if United operating as the Partnership owned Plot 4-H, Hamed Claim No. H-143 is barred by the Limitation Order because the transaction relevant here—from Darnley A. Petersen, as Trustee of the Albert David Trust to United, assuming *arguendo* it was United operating at the Partnership—occurred in October 6, 1992, which is before September 17, 2006, the limitation date set forth in the Limitation Order. As such, the Master will grant Yusuf's motion to strike as to Hamed Claim No. H-143.<sup>16</sup>

---

<sup>16</sup> The Master will briefly address the arguments raised by Hamed in his opposition. First, the fact that Plot 4-H was insured by the Partnership (the tenant) and not by United (the landlord) is not, in and of itself, proof that Plot 4-H is owned by the Partnership. It is not uncommon for landlords to require long term tenants to purchase insurance and name the landlord as an additional insured. Second, the Master finds that Hamed Claim No. H-143 falls within the scope of the Limitation Order for the same reason Hamed Claim No. H-142 falls within the scope of the Limitation Order. Here, Hamed Claim No. H-143 alleged that Plot 4-H is an asset of the Partnership and believes Plot 4-H should be sold or split between the Partners. *See* Hamed's submission of his suggestions as the further handling of the remaining claims, Exhibit A, p. 12, filed on October 30, 2017 ("Hamed Claim No. H-143.... sale or split of property"); Hamed's motion for a hearing before Special Master, Exhibit 3, p. 12, filed on November 16, 2017 ("Hamed Claim No. H-143.... sale or split of property"). Third, based on the Master's finding that Hamed Claim No. 143 is barred by the Limitation Order, there is no need for discover and the Master need not address whether Yusuf chipped in \$100,000.00 of his own funds to purchase Plot 4-H.

**CONCLUSION**

Based on the foregoing, the Master will grant in part and deny in part Yusuf's motion to strike. Accordingly, it is hereby:

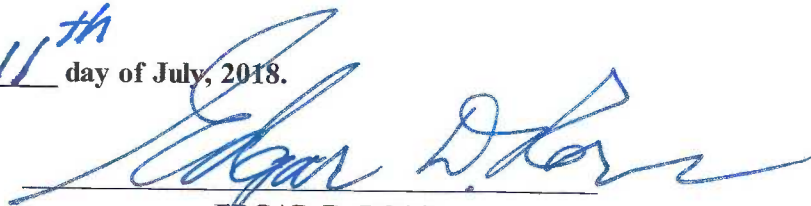
**ORDERED** that Yusuf's motion to strike as to Hamed Claim No. H-142 is **DENIED**.

It is further:

**ORDERED** that Parties may continue with discovery in connection with Hamed Claim No. H-142. Discovery in connection with Hamed Claim No. H-142 shall be completed no later than **August 10, 2018**. And it is further:

**ORDERED** that Yusuf's motion to strike as to Hamed Claim No. H-143 is **GRANTED**. Hamed Claim No. H-143 shall be and is hereby **STRICKEN**.

**DONE** and so **ORDERED** this 11<sup>th</sup> day of July, 2018.



EDGAR D. ROSS  
Special Master

# **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,

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**

**EXHIBIT**

**2**


**THIS MATTER** came before the Special Master (hereinafter “Master”) on Parties’ joint motion re additional 40 days, filed on August 3, 2018.

On July 31, 2018, the Master entered an order whereby the Master denied Yusuf and United’s unopposed motion to modify joint discovery and scheduling plan and order regarding Hamed Claim No. H-142. In the July 31, 2018 order, the Master explained that:

It is the Master’s wish to not drag this matter out any more than it has already. As such, the Master will deny Yusuf and United’s unopposed motion at this juncture and Parties shall continue to adhere to the schedules and deadlines in the Discovery Plan.<sup>1</sup> However, having said that, the Master will still consider granting specific reliefs as to the discovery schedules and deadlines based on circumstances. (July 31, 2018 order)

Parties now files this instant joint motion whereby Parties requested the Master to: (1) allow them to engage in discovery provided for in Section B of the [Discovery Plan] outside of the deadlines established by the [Discovery Plan] as long as they are completed before the dispositive motion deadline, and (2) move the deadline for dispositive motions back 40 days – from January 15<sup>th</sup> to February 25<sup>th</sup>, 2019 – to better accommodate the Christmas and New Year’s Holidays.” Based on the foregoing, the Master will grant Parties’ joint motion re additional 40 days. Accordingly, it is hereby:

**ORDERED** that Parties’ joint motion re additional 40 days is **GRANTED**. It is further:



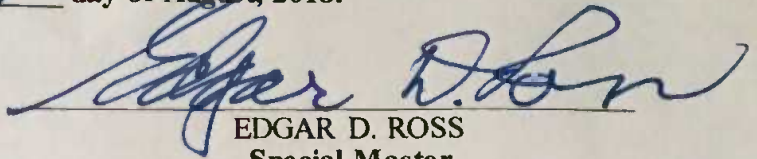
**ORDERED** that Parties are permitted to engage in discovery provided for in Section B of the [Discovery Plan] outside of the deadlines established by the [Discovery Plan] as long as they are completed before the dispositive motion deadline. ~~And it is further:~~

**ORDERED** that the deadline for dispositive motions set forth in the Discovery Plan shall be moved back 40 days – **from January 15, 2019 to February 25, 2019**.

---

<sup>1</sup> On January 29, 2018, the Master signed off the joint discovery and scheduling plan (hereinafter “Discovery Plan”) submitted by Parties on January 12, 2018.

**DONE and so ORDERED** this 4<sup>th</sup> day of August, 2018.

  
EDGAR D. ROSS  
Special Master

# **Exhibit 3**

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

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

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants,*

vs.

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

*Counterclaim Defendants.*

Case No.: **SX-2012-CV-370**

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: **SX-2014-CV-287**

**ACTION FOR DECLARATORY  
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

Case No.: **SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

---

**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.*

**EXHIBIT**

**3**

**HAMED'S FOURTH INTERROGATORIES PER THE CLAIMS DISCOVERY  
PLAN OF 1/29/2018, NOS. 16-28 OF 50 AS TO**



**Y-5: REIMBURSE UNITED FOR GROSS RECEIPT TAXES,  
H-150 AND H-160: UNITED'S GROSS RECEIPTS TAXES,  
H-152: UNITED'S CORPORATE FRANCHISE TAXES AND FEES  
H-153: P FUNDS USED TO PAY UNITED'S PROPERTY INSURANCE,  
H-7: KAC357, INC. PAYMENT OF INVOICES FROM J. DAVID JACKSON, PC  
H-8: DAVID JACKSON, CPA, BILL OWED FOR TAX WORK DONE  
H-15: NEJEH YUSUF'S CASH WITHDRAWALS FROM SAFE,  
H-17: WALLY HAMED'S PERSONAL PAYMENT ACCOUNTING/FEES  
H-22: NEJEH YUSUF REMOVED PROPERTY BELONGING TO KAC357, INC.,  
H-142: HALF ACRE IN ESTATE TUTU,  
H-146: IMBALANCE IN CREDIT CARD POINTS,  
H-147: VENDOR REBATES,  
H-154: ATTORNEY AND ACCOUNTING FEES PAID RE CRIMINAL CASE,  
H-163: LOSS OF ASSETS DUE TO WRONGFUL DISSOLUTION  
H-164: INVENTORY ADJUSTED DOWNWARD BY \$1,660,000  
H-165: DEBTS TOTALING \$176,267.97**

Pursuant to the stipulated Joint Discovery Plan, as ordered by the Special Master on January 29, 2018, Hamed propounds the following Fourth Claims interrogatories relating to the claims listed below.




**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses.

**Response:**

**Dated:** February 21, 2018



**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) 773-867

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of February, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

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

**Gregory H. Hodges**  
**Stefan Herpel**  
**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 4**

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

**EXHIBIT**  
**4**

Claim H-142

DUDLEY, TOPPER  
AND FEUERZEIG, LLP

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

**RESPONSES TO HAMED'S FOURTH INTERROGATORIES PER THE CLAIM  
DISCOVERY PLAN OF 1/29/2018 NOS. 16-28 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 Fourth Set of Interrogatories per the Claims Discovery Plan of 1/29/2018, Nos. 16-28 of 50 as to Y-5: Reimburse United For Gross Receipt Taxes; H-150 And H-160: United's Gross Receipts Taxes; H-152: United's Corporate Franchise Taxes And Fees; H-153: P Funds Used to Pay United's Property Insurance; H-7: Kac357, Inc. Payment Of Invoices from J. David Jackson, PC; H-8: David Jackson, CPA, Bill Owed For Tax Work Done; H-15: NejeH Yusuf's Case Withdrawals from Safe; H-22: NejeH Yusuf Removed Property Belonging To Kac357, Inc.; H-142: Half Acre In Estate Tutu; H-146: Imbalance In Credit Card Points; H-147: Vendor Rebates; H-154: Attorney And Accounting Fees Paid Re Criminal Case; H-163: Loss Of Assets Due To Wrongful Dissolution; H-164: Inventory Adjusted Downward By \$1,660,000; H-165: Debts Totaling \$176,267.97.

**GENERAL OBJECTIONS**

Defendants make the following general objections to the Interrogatories. These general objections apply to all or many of the Interrogatories, 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 Interrogatories, or the failure to assert any additional objections to a discovery request does not waive any of Defendants' objections as set forth below:

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade  
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

**HAMD660352**



**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses.

**Response:**

Defendants object to this Interrogatory because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if

fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

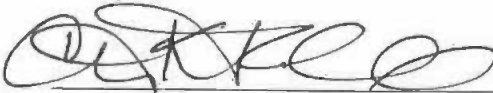
(340) 774-4422

**HAMD660363**



**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: May 15<sup>th</sup>, 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](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United Corporation*

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 15<sup>th</sup> day of May, 2018, I caused the foregoing a true and exact copy of the foregoing **RESPONSE TO HAMED'S FOURTH INTERROGATORIES PER THE CLAIMS DISCOVERY PLAN OF 1/29/2018, NOS. 16-28** to be served upon the following via Case Anywhere docketing system:

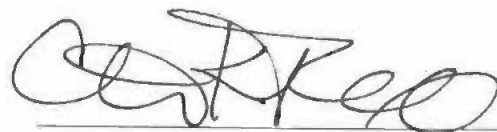
Joel H. Holt, Esq.  
**LAW OFFICES OF JOEL H. HOLT**  
2132 Company, V.I. 00820  
Email: [joelholtpc@gmail.com](mailto:joelholtpc@gmail.com)

Carl Hartmann, III, Esq.  
5000 Estate Coakley Bay, #L-6  
Christiansted, VI 00820  
Email: [carl@catlhartmann.com](mailto:carl@catlhartmann.com)

Mark W. Eckard, Esq.  
**HAMM & ECKARD, LLP**  
5030 Anchor Way – Suite 13  
Christiansted, St. Croix  
U.S. Virgin Islands 00820-4692  
E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
C.R.T. Building  
1132 King Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
E-Mail: [jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.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\DRFTPLDG\17Q4050.DOCX

**HAMD660375**

# **Exhibit 5**

---

**From:** Carl Hartmann  
**Sent:** Thursday, July 12, 2018 11:19 AM  
**To:** Stefan Herpel  
**Cc:** Joel Holt; Kim Japinga; Gregory Hodges; Charlotte Perrell  
**Subject:** Yusuf Discovery Due re H-142 - Tutu Land

Stephan:

Pursuant to Judge Ross' Order today, the discovery that Yusuf incorrectly withheld as to H-142 (based on the pendency of the motion decided in that order) is past due.

Can we get the Yusuf/United responses by EOD tomorrow so that we can make whatever motions are necessary within the short time period allowed by the Order?

Thank you,

Carl

**EXHIBIT**  
**5**

# **Exhibit 6**



2132 Company Street, Suite 2  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
Tel. (340) 773-8709 / Fax (340) 773-8677  
Website: joelholt.com

Joel H. Holt, Esq.  
*Licensed in USVI, DC, VA (inactive)*  
joelholtpc@gmail.com

Robin P. Seila, Esq.  
*Licensed in USVI, MA*  
robin.joelholtpc@gmail.com

July 17, 2018

**Charlotte Perrell, Esq.**  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00802

**By Email & USPS**

**Stefan Herpel, Esq.**  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00802

**RE: Emergency Motion for Discovery Responses - Hamed Claim H-142 (Tutu Land)**

Dear Stefan and Charlotte:

This is notice, pursuant to Rule 37.1, that Hamed will be filing an emergency motion to compel Yusuf's responses to three discovery requests that were due on May 15, 2018.

**1. Procedural Posture**

On July 11, 2018, Special Master Ross issued an order with regard to Hamed Claim H-142 (Tutu Land), in which he ordered the following at page 11:

ORDERED that Yusuf's motion to strike as to Hamed Claim No. H-142 is DENIED.

It is further:

ORDERED that Parties may continue with discovery in connection with Hamed Claim No. H-142. **Discovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018.** (Emphasis added.)

**EXHIBIT**  
**6**

## 2. History of This Discovery re H-142

On January 29, 2018, the parties stipulated to, and the Special Master entered the *Joint Discovery And Scheduling Plan* ("Plan"). Part B ("B. Remaining Claims of Both Parties") required that:

7, Written interrogatories, requests for production of documents, and requests for admissions shall be propounded no later than March 31, 2018.

Pursuant to that requirement Hamed served three items of discovery on Yusuf directly addressing Claim H-142: Interrogatory 21, RFA 22 and RFPD 13. Copies of which are attached (with the Yusuf Responses) as Exhibits 1, 2 and 3. These were due by the end of April.

In response to a request by Charlotte, Hamed agreed to enlarge the time for Yusuf's responses to May 15, 2018, on which date, Yusuf filed various discovery responses.

However, the Yusuf responses as to the three listed inquiries were not provided -- based on the assertion of a pending motion -- the motion that resulted in the July 11th Order set forth in Section 1 above. At the time, we informed you that the pendency of such a motion did not relieve you of the requirement to respond to discovery absent an order.

On July 12th, immediately following the issuance of Special Master Ross' July 11th Order's requirement that discovery in H-142 be completed in 30 days, we sent you an email which stated:

From: Carl Hartmann <carl@carlhartmann.com>  
Sent: Thursday, July 12, 2018 11:19 AM  
To: 'Stefan Herpel' <sherpel@dtflaw.com>  
Cc: 'Joel Holt' <holtvi@aol.com>; 'Kim Japinga' <kim@japinga.com>; 'Gregory Hodges' <Ghodges@dtflaw.com>; 'Charlotte Perrell' <Cperrell@dtflaw.com>  
Subject: Yusuf Discovery Due re H-142 - Tutu Land

Stephan:

Pursuant to Judge Ross' Order today, the discovery that Yusuf incorrectly withheld as to H-142 (based on the pendency of the motion decided in that order) is past due.

Can we get the Yusuf/United responses by EOD tomorrow so that we can make whatever motions are necessary within the short time period allowed by the Order?

Thank you, Carl

This was followed by a more specific update:

From: Carl Hartmann <carl@carlhartmann.com>  
Sent: Thursday, July 12, 2018 11:22 AM  
To: 'Stefan Herpel' <sherpel@dtflaw.com>  
Cc: 'Joel Holt' <holtvi@aol.com>; 'Kim Japinga' <kim@japinga.com>; 'Gregory Hodges' <Ghodes@dtflaw.com>; 'Charlotte Perrell' <Cperrell@dtflaw.com>  
Subject: Ps.....RE: Yusuf Discovery Due re H-142 - Tutu Land

I'm sorry... I should have listed them to save you having to hunt through our discovery:

Interrogatory 21  
RFA 22  
RFPD 13

In addition, we inquired as to whether Stefan or Charlotte was no responsible for responding to such inquiries -- as we had been informed that Charlotte would, but that she had been away and Stefan would, but that Charlotte was back:

From: Carl Hartmann <carl@carlhartmann.com>  
Sent: Thursday, July 12, 2018 11:52 AM  
To: 'Charlotte Perrell' <Cperrell@dtflaw.com>  
Subject: Outstanding Rule 37 question

Charlotte:

Am I dealing with you or Stefan on the several outstanding Rule 37 issues?  
Carl

On Friday the 13th, sent the last email from DTF received to date, in which he stated:

From: Gregory Hodges <Ghodes@dtflaw.com>  
Sent: Friday, July 13, 2018 3:25 PM  
To: Carl@hartmann.attorney  
Cc: Joel Holt <holtvi@aol.com>; Kim Japinga <kim@japinga.com>; Charlotte Perrell <Cperrell@dtflaw.com>; Stefan Herpel <sherpel@dtflaw.com>  
Subject: RE: Ps.....RE: Yusuf Discovery Due re H-142 - Tutu Land

Carl,

As I believe you are aware, Charlotte has been primarily responsible for our discovery responses to date. From the end of last week through this week, she has been tied up in preliminary injunction hearings and related emergency motions. Accordingly, she will not be able to provide the responses you seek by the end of the day. She will get back to you promptly next week.

I disagree with your assertion that our discovery responses are “past due.” I would also note that Hamed’s response to our RFP 24 is deficient since it neither references nor produces any documents concerning H-142.

Gregory H. Hodges

An email was sent less than an hour later that day, to Charlotte, in which it was pointed out that Yusuf RFP 24 was **NOT** in any way an equivalency to the three listed items -- and that the three listed items had to be provided immediately.

From: Carl Hartmann <carl@carlhartmann.com>  
Sent: Friday, July 13, 2018 4:52 PM  
To: 'Charlotte Perrell' <Cperrell@dtflaw.com>  
Cc: 'Stefan Herpel' <sherpel@dtflaw.com>; 'Kim Japinga' <kim@japinga.com>; 'Joel Holt' <holtvi@aol.com>  
Subject: Rule 37 Responses

Charlotte:

There are two different issues.

First, your responses are late. Hamed’s responses are not. The response to your RFPD is not specific to H-142, it is a general “what will you use is all defense” – which we do not know, and is not yet due yet.

RFPD 24. Please produce all documents upon which you intend to rely either in the defense of the Yusuf Claims as set forth in Exhibit 6 or in support of the Hamed Claims.

Response: Hamed objects to this request as overly broad. Subject to that objection, he states that he has not determined which documents will be used in defense of the Yusuf claims or in support of the Hamed claims. He will supplement this response when that decision is ultimately made.

However, as an accommodation to you, we will endeavor to make such a determination as to this issue on receipt of your responses and thus, answer within the new discovery period set by Judge Ross.

But, this is not equivalent. Your responses, were due, are due and are late. Please, I do not want to discuss your late responses and a timetable – just receive them immediately.


Second, as you know there are several other Rule 37 matters outstanding. As soon as we have received your responses above, we would then like to have a conference. As part of that, I would like to get the stip you stated previously would be forthcoming and which I have written to inquire about before.

Carl

Since then the responses have not been forthcoming.

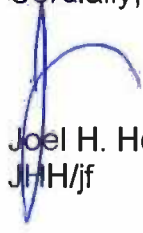


### 3. Conclusion



Yusuf's responses are late. In addition, it has been several additional days after we requested the already late responses and no further communications or documents have been received. We have a very short period in which to complete discovery. Thus, if they are not supplied by 4:00 pm on Thursday, July 19th, Hamed will file this letter along with the emergency motion.

Cordially,



Joel H. Holt  
JHH/jf

**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses.

**Response:**

Defendants object to this Interrogatory because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if

*Response to Hamed's Fourth Set of Interrogatories*  
*Waleed Hamed et al. vs. Fathi Yusuf et al.*  
*Case No.: STX-2012-CV-370*  
*Page 13*

fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**  
1000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, U.S. V.I. 00804-0756  
(340) 774-4422

HAMD662262

Yusuf further objects on the grounds set forth in his Motion to Strike seeking to strike Hamed Claim 39. Yusuf incorporates by reference his Motion to Strike as if fully set forth herein verbatim and submits that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

**Request to Admit 21 of 50:**

Request to admit number 21 of 50 relates to Claim H-40 (old Claim No. 360) as described in Hamed's November 16, 2017 Motion for Hearing Before Special Master as "Approximately \$18 in "purged" (*i.e.*, missing) transactions in 2013."

Admit or deny that not **all** of the original 2013 bookkeeping transactions that were in the computer accounting system are in the Sage 50 2013 transaction provided to Hamed.

**Response:**

Denied.

**Request to Admit 22 of 50:**

Requesting to admit number 22 of 50 relates to Claim H-142 (old Claim No. 490) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Half acre in Estate Tutu."

Admit or deny that the Partnership (or Hamed and Yusuf) did provide the funds for the purchase of this land referenced Claim H-142, "Half acre in Estate Tutu," by using income from the Plaza Extra stores.

**Response:**

Yusuf objects to this Request because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the partnership accounting to only those transactions that occurred on

or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Yusuf has no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Yusuf's Motion to Strike Hamed's Amended Claim Nos. 142 and 143 seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order.

**Request to Admit 23 of 50:**

Request to admit number 23 of 50 relates to Claim H-146 (old Claim No. 3007) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Imbalance in credit card points."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state with specificity what credit card points were earned by paying for purchases/expenses incurred on behalf of the Partnership on the personal credit cards of the Hameds and Yusufs, and thus, whether these points were split evenly between Partners.

**Response:**

Denied.

**Request to Admit 24 of 50:**

Request to admit number 24 of 50 relates to Claim H-147 (old Claim No. 3010) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Vendor rebates."

attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at or near the time that the transactions took place. Reorienting now as to transactions from years ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to revisit these issues, Hamed should bear the cost.

**RFPDs 13 of 50:**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry – particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

**Response:**

DUDLEY, TOPPER  
AND FEUERZEIG, LLP

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

Defendants object to this Request for Production because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

**RFPDs 14 of 50:**

Request for the Production of Documents, 14 of 50, relates to H-148 (old Claim No. 3011): "Excessive travel and entertainment expenses,"

If the answer to the request to admit as to H-148 is "deny," please provide the backup documentation for all travel expenses for the members of the Yusuf family from 2007 to 2014 that exceed \$1000, as it relates to H-148.

**Response:**

DUDLEY, TOPPER  
AND FEUERZEIG, LLP

1000 Frederiksberg Gade  
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756  
(340) 774-4422

# **Exhibit 7**



**CARL J. HARTMANN III**  
ATTORNEY-AT-LAW  
5000 ESTATE COAKLEY BAY, L-6  
CHRISTIANSTED, VI 00820

TELEPHONE  
(340) 719-8941

EMAIL  
CARL@CARLHARTMANN.COM

ADMITTED: USVI, NM & DC


July 19, 2018

Charlotte Perrell, Esq.  
DTF  
Law House  
St. Thomas, VI 00820

By Email Only

RE: Request for Rule 37.1 Conference re Interrogatory 21 of 50 (re H-142 Tutu Land)

Dear Attorney Perrell:



I write regarding one of the Yusuf/United supplemental claims discovery responses served on July 19, 2018. It is Hamed's intention to file an emergency motion to compel directed to the Special Master. Pursuant to Rule 37.1, I request an immediate conference to discuss the basis of the proposed motion and seek amendment to the Yusuf response. Because out time is limited to three more weeks, I would appreciate a time convenient for you or your co-counsel tomorrow (Friday 7/20). The item at issue is: Interrogatory 21 of 50 which relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu,"

## **ANALYSIS OF DEFICIENCIES IN THIS INTERROGATORY**

### ***1. The discovery request and response***

The original Interrogatory 12, and Yusuf's response are set forth below:

#### **Interrogatory 21 of 50:**

*Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.*

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the

**EXHIBIT**  
**7**

**HAMD662267**

purchase, with reference to all applicable documents, communications and witnesses.

Supplemental Response:

Defendants show that all documents relating to the purchase of the half acre in Estate Tutu are those documents, which have already been provided in this case including the Warranty Deed and the First Priority Mortgage. Further responding, Defendants show that Mr. Yusuf is out of the country until August 18, 2018 and to the extent that any additional information is required of him, Defendants are unable to provide that information at this time, but will readily supplement as soon as he is available.

**2. Parsing the “objections”**

Below, Hamed sets out each of the Yusuf objections *verbatim*. Only emphasis and headings have been added.

**a. Yusuf Objection #1 of 2** – Mr. Yusuf is away until August 18th

**c. Yusuf Objection #2 of 2** – So no facts are supplied now --  
or will be supplied until then

If your client is away and you cannot respond within the time set by the Court, the burden is on you to obtain a protective order – as you will be in contempt of the Special Master’s Order dated July 12, 2018.

Even if this were not the case, Yusuf has given no facts whatsoever in response to the request, in interrogatory 21, that Yusuf:

state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase

**3. Applicable Law**

**Applicable Order**

**ORDERED** that Parties may continue with discovery in connection with Hamed Claim No. H-142. **Discovery in connection with Hamed Claim No. H-142 shall be completed no later than August 10, 2018. . . .**  
(Emphasis added.)

## Applicable Rules

### **Rule 37(d) - Party's Failure to Attend Its Own Deposition, Serve Answers to Interrogatories, or Respond to a Request for Inspection.**

- (1) In General. (A) Motion; Grounds for Sanctions. The court may, on motion, order sanctions if:
- (i) a party or a party's officer, director, or managing agent — or a person designated under Rule 30(b)(6) or 31(a)(4) — fails, after being served with proper notice, to appear for that person's deposition; or
  - (ii) a party, after being properly served with interrogatories under Rule 33 or a request for inspection under Rule 34, fails to serve its answers, objections, or written response.**
- (2) \* \* \* \*
- (3) Types of Sanctions. Sanctions may include any of the orders listed in Rule 37(b)(2)(A)(i)-(vi). Instead of or in addition to these sanctions, the court must require the party failing to act, the attorney advising that party, or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the failure was substantially justified or other circumstances make an award of expenses unjust.

### **Rule 26. Duty to Disclose; General Provisions Governing Discovery (b) Discovery Scope and Limits.**

- (1) Scope in General. Unless otherwise limited by court order, **the scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense.** Information within this scope of discovery need not be admissible in evidence to be discoverable (emphasis added).
- (2) Limitations on Frequency and Extent.

\* \* \* \*

- (C) When Required. On motion or on its own, the court must limit the frequency or extent of discovery otherwise allowed by these rules if it determines that:
- (i) the discovery sought is unreasonably cumulative or duplicative, or can be obtained from some other source that is more convenient, less burdensome, or less expensive;
  - (ii) the party seeking discovery has had ample opportunity to obtain the information by discovery in the action; or
  - (iii) the proposed discovery is not relevant to any party's claim or defense.

(D) Duplicative discovery. Duplicative disclosure is not required, and if all information and materials responsive to a request for disclosure has already been made available to the discovery party, the responding party may, for its response, state specifically how and in what form such prior disclosure has been made. Where only part of the information has previously been provided to the discovering party, the response may so state and must then further make available the remaining discoverable information or materials.

\* \* \* \*

(c) Protective Orders.

(1) In General. **A party or any person from whom discovery is sought may move for a protective order in the court where the action is pending** — or as an alternative on matters relating to a deposition, in the court where the deposition will be taken. **The motion must include a certification that the movant has in good faith conferred or attempted to confer with other affected parties in an effort to resolve the dispute without court action** (emphasis added). The court may, for good cause, issue an order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following:

- (A) forbidding the disclosure or discovery;
- (B) specifying terms, including time and place or the allocation of expenses, for the disclosure or discovery;
- (C) prescribing a discovery method other than the one selected by the party seeking discovery;
- (D) forbidding inquiry into certain matters, or limiting the scope of disclosure or discovery to certain matters;
- (E) designating the persons who may be present while the discovery is conducted;
- (F) requiring that a deposition be sealed and opened only on court order;
- (G) requiring that a trade secret or other confidential research, development, or commercial information not be revealed or be revealed only in a specified way; and
- (H) requiring that the parties simultaneously file specified documents or information in sealed envelopes, to be opened as the court directs.

(2) Ordering Discovery. If a motion for a protective order is wholly or partly denied, the court may, on just terms, order that any party or person provide or permit discovery.

(3) Awarding Expenses. Rule 37(a)(5) applies to the award of expenses in motions relating to protective orders.

\* \* \* \*

(3) Sanction for Improper Certification. If a certification violates this rule without substantial justification, the court, on motion or on its own, must impose an appropriate sanction on the signer, the party on whose behalf the signer was acting, or both. The sanction may include an order to pay

the reasonable expenses, including attorney's fees, caused by the violation.

In addition, the revision notes provide:

NOTE. Rule 26 is the foundational provision regarding mandatory early disclosures and the scope of discoverable information throughout the action.

\* \* \* \*

Subpart (b) is the general "scope" provision governing discovery in the Virgin Islands. It defines discoverable materials as "any nonprivileged matter that is relevant to any party's claim or defense."

Rule 33 controls as to interrogatories (emphasis added).

### **Rule 33. Interrogatories to Parties**

(a) In General.

\* \* \* \*

(2) Scope. An interrogatory **may relate to any matter that may be inquired into under Rule 26(b). An interrogatory is not objectionable merely because it asks for an opinion or contention that relates to fact or the application of law to fact. . . .**

\* \* \* \*

(b) Answers and Objections.

(1) Responding Party. The interrogatories **must be answered:**

**(A) by the party to whom they are directed; or . . . .**

### ***3. Application of the Law to Yusuf's Objections***

Yusuf provided no written answer. That violated Rule 37(d).

Yusuf stated that he will be unable to answer within the time given – but has not sought a protective order. That violates Rule 26(c) as well as Rule 37(d).

The entire response violates Rule 26(b)(1), as it does not address a valid inquiry.

I will await your response with dates/times.

Sincerely,

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

Carl J. Hartmann

# **Exhibit 8**

LAW HOUSE  
1000 FREDERIKSBERG GADE  
CHARLOTTE AMALIE, ST. THOMAS  
U.S. VIRGIN ISLANDS 00802-6736  
WEB: [www.DTFLaw.com](http://www.DTFLaw.com)

MAILING ADDRESS:  
P.O. BOX 756  
ST. THOMAS, VI 00804-0756  
TELEPHONE: (340) 774-4422  
TELEFAX: (340) 715-4400

CHARLOTTE K. PERRELL  
DIRECT DIAL: (340) 715-4437  
EMAIL: [CPERRELL@DTFLAW.COM](mailto:CPERRELL@DTFLAW.COM)

July 19, 2018

**VIA EMAIL: [holtvi@aol.com](mailto:holtvi@aol.com)**

Joel H. Holt, Esq.  
Law Offices of Joel H. Holt  
2132 Company Street, Suite 2  
Christiansted, VI 00820

**Re: Hamed v. Yusuf et al.  
Supplemental Discovery Responses as to Hamed Claim-H-142  
Our File No. 6254-1-**

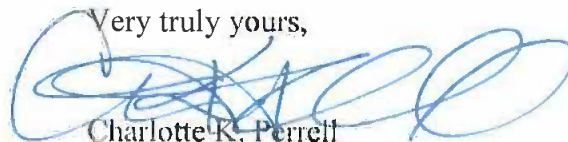
Dear Joel:

In response to your letter dated July 17, 2018, below please find the supplemental responses of Defendants Fathi Yusuf and United Corporation (collectively "Defendants"). While we continue to disagree that our responses are "late" or that arbitrary deadlines should be utilized between counsel, and note that your letter fails to include the full scope of the communications between our offices, we, nonetheless have complied with your request for the supplementation to occur on or before Thursday, July 19, 2018 at 4:00 p.m.

Attached please find Defendants' Supplement Responses to Discovery as to Interrogatory No. 21, Request to Admit No. 22 and Request for Production of Documents No. 13 ("Supplemental Responses").

As set forth in the Supplemental Responses, Mr. Yusuf is out of the country and will not be returning until August 18, 2018. Carl and I previously discussed the fact that an extension of the current discovery schedule is needed for various reasons, including the fact that the Master has not ruled upon the pending Motion to Strike as to claims H-41 through H-141 and others. At one point, we were exchanging possible stipulations to accomplish the extension. Given the open issues, please contact me to discuss a means by which to accomplish the discovery necessary and appropriate deadlines given where the case stands at this point. Also, please copy Greg Hodges on all communications on all communications as we have previously requested.

Very truly yours,



Charlotte K. Perrell

Cc: [ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)  
[sherpel@dtflaw.com](mailto:sherpel@dtflaw.com)  
[carl@carlhartmann.com](mailto:carl@carlhartmann.com)

**EXHIBIT**

**8**





**SUPPLEMENTAL RESPONSES  
TO HAMED'S DISCOVERY AS TO  
INTERROGATORY NO. 21,  
REQUEST TO ADMIT NO. 22 AND  
REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13**

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 Interrogatory No. 21, Request to Admit No. 22 and Request for Production of Documents No. 13 (collectively the "Discovery") as follows:

---

**GENERAL OBJECTIONS**

Defendants incorporate by reference as if fully set forth herein verbatim their General Objections as set forth in their initial Responses and Objections to the Discovery filed on May 15, 2018.

**SUPPLEMENTAL RESPONSES TO DISCOVERY**

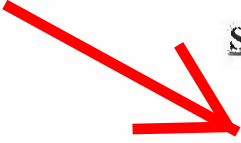
**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the

funds or the purchase, with reference to all applicable documents, communications and witnesses.

**Supplemental Response:**



Defendants show that all documents relating to the purchase of the half acre in Estate Tutu are those documents, which have already been provided in this case including the Warranty Deed and the First Priority Mortgage. Further responding, Defendants show that Mr. Yusuf is out of the country until August 18, 2018 and to the extent that any additional information is required of him, Defendants are unable to provide that information at this time, but will readily supplement as soon as he is available.

~~**Request to Admit 22 of 50:**~~

Requesting to admit number 22 of 50 relates to Claim H-142 (old Claim No. 490) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Half acre in Estate Tutu."

Admit or deny that the Partnership (or Hamed and Yusuf) did provide the funds for the purchase of this land referenced Claim H-142, "Half acre in Estate Tutu," by using income from the Plaza Extra stores.

**Supplemental Response:**

~~Admit.~~

**RFPDs 13 of 50:**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry – particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

**Supplemental Response:**

Defendants show that all documents in their possession, custody or control have already been produced (warranty deed, first priority mortgage and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed). Further responding, Defendants show that there are no documents responsive to this request to the extent it seeks documents reflecting sources of funds for the purchase other than income from the stores.

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: July 19<sup>th</sup>, 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](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United Corporation*

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 19<sup>th</sup> day of July, 2018, I caused the foregoing a true and exact copy of the foregoing **SUPPLEMENTAL RESPONSES TO HAMED'S INTERROGATORY NO. 21, REQUEST TO ADMIT NO. 22 AND REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13** to be served upon the following via Case Anywhere docketing system:

Joel H. Holt, Esq.  
**LAW OFFICES OF JOEL H. HOLT**  
2132 Company, V.I. 00820  
Email: [joelholtpc@gmail.com](mailto:joelholtpc@gmail.com)

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

Mark W. Eckard, Esq.  
**HAMM & ECKARD, LLP**  
5030 Anchor Way – Suite 13  
Christiansted, St. Croix  
U.S. Virgin Islands 00820-4692  
E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
C.R.T. Building  
1132 King Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
E-Mail: [jeffreymlaw@yahoo.com](mailto:jeffreymlaw@yahoo.com)



# **Exhibit 9**

**CARL J. HARTMANN III**  
ATTORNEY-AT-LAW  
5000 ESTATE COAKLEY BAY, L-6  
CHRISTIANSTED, VI 00820

TELEPHONE  
(340) 719-8941

ADMITTED: USVI, NM & DC

KIMBERLY L. JAPINGA, (ADMITTED MI, DC)

EMAIL  
CARL@CARLHARTMANN.COM

Charlotte Perrell, Esq.  
DTF  
Law House  
St. Thomas, VI 00820

Via Email Only

RE: Request for Rule 37 Conference re Claims Discovery Responses, Letter 1 of 2

Dear Attorney Perrell:

As discussed in the telephone conference last week, this is the first of two letters requesting a Rule 37 telephone conference regarding the Yusuf/United responses to the referenced discovery. The deficient discovery requests are separated into five categories. This letter covers items 1-4 and should require a relatively short conference. A second letter will be forthcoming outlining discovery responses that are just generally deficient.

- ~~1) KAC357, Inc. claims (Previously denied because of relevance – the case has since been filed separately and then consolidated),~~
- ~~2) Clams requiring John Gaffney's assistance (previously denied because Yusuf filed a motion seeking to have these transferred to Part A, Gaffney Analysis, but that having since been denied),~~
- ~~3) Claims response pending determination of Yusuf's Motion to Strike (which has since been denied),~~
- ~~4) Claims responses where Yusuf indicated further information or supplementation would be forthcoming – but nothing has been received yet, and~~
- ~~5) Claim discovery responses that are generally deficient.~~

**EXHIBIT**

**9**

~~Finally, you did not describe any documents related to this claim. Please supplement your response with a description of any ledgers, shipping invoices, receipts or other documents which support your claim, including your claim that "the Partnership sold United's water from the Plaza Extra-East location." In other words, please describe any documentation that shows the water belonged to United rather than the Partnership.~~



**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses.

**Initial Response (1/29/18):**

\* \* \*

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

(May 15, 2018, *Responses to Hamed's Fourth Interrogatories per the Claim Discovery Plan of 1/29/2018 Nos. 16-28 of 50*, pp. 12-13)

**Supplemental Response (7/19/18):**

Defendants show that all documents relating to the purchase of the half acre in Estate Tutu are those documents, which have already been provided in this case including the Warranty Deed and the First Priority Mortgage. Further responding, Defendants show that Mr. Yusuf is out of the country until August 18, 2018 and to the extent that any additional information is required of him, Defendants are unable to provide that information at this time, but will readily supplement as soon as he is available. (July 19, 2018, *Supplemental Responses to Hamed's Discovery as to Interrogatory No. 21, Request to Admit 22, and the Request for the Production of Documents No. 13*, pp. 2-3)



**Deficiency for Interrogatory 21:** Please supplement your response, including identifying how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the funds or the purchase, with reference to all applicable documents, communications and witnesses.

**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.

Defendants.

**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.] (May 15, 2018, *Response to Hamed's Fourth Request for Production of Documents Nos. 19-27 Of 50 Pursuant to the Claims Discovery Plan*, pp. 11-12)

**Deficiency for RFPDs 21:** Please supplement your response regarding "need to find out from Mr. Yusuf whether any prior payments were made as to Bays 5 and 8."

**RFPDs 27 of 50: Request for the Production of Documents, 26 of 50, relates to Y-14, "Half of Value of Six Containers."**

With respect to Y-14, please provide all documents substantiating your claim, including the itemized pricing and contents of the six containers.

---

**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. (May 15, 2018, *Response to Hamed's Fourth Request for Production of Documents Nos. 19-27 Of 50 Pursuant to the Claims Discovery Plan*, p. 7)

**Deficiency for RFPDs 27:** Please supplement your response and provide all documents substantiating your claim, including the itemized pricing and contents of the six containers.

---

Please let me know your availability to schedule the first Rule 37 conference by Friday, October 19, 2018.

Sincerely,



cc: Joel H. Holt, Esq., Kimberly L. Japinga, Greg Hodges, Esq. & Stephan Herpel, Esq.

# **Exhibit 10**

**CARL J. HARTMANN III**  
ATTORNEY-AT-LAW  
5000 ESTATE COAKLEY BAY, L-6  
CHRISTIANSTED, VI 00820

TELEPHONE  
(340) 719-8941

ADMITTED: USVI, NM & DC

KIMBERLY L. JAPINGA, (ADMITTED MI, DC)

EMAIL  
CARL@CARLHARTMANN.COM

November 20, 2018

Charlotte Perrell, Esq.  
DTF  
Law House  
St. Thomas, VI 00820

Via Email Only

RE: Summary of Rule 37 Conference re Claims Discovery Responses, Letter 1 of 2

Dear Attorney Perrell:

This letter summarizes our agreements regarding each of the outstanding discovery items from our Rule 37 conference on November 9, 2018.

~~1. **KAC357, Inc. Claims**~~

~~Interrogatory 17 of 50 - Relates to Claims H-7 and H-8 - KAC357, Inc. payments to David Jackson.~~

~~Withdrawn due to stipulation regarding attorneys' fees filed on November 9, 2018.~~

~~2. **Requires John Gaffney's Assistance**~~

~~Interrogatory 8 of 50 - Relates to Claim H-37 - \$186,819.33 due to/from Fathi Yusuf.~~

~~Withdrawn because this claim was moved to the Part A claims that John Gaffney is answering.~~

**EXHIBIT**  
**10**

HAMD663591

~~Interrogatory 2 of 50 – Relates to Claim Y-8 – Water Revenue~~

~~Attorney Perrell agreed to answer this interrogatory by December 15, 2018.~~

Interrogatory 21 of 50 – Relates to Claim H-142 – Half Acre in Estate Tutu

Attorney Perrell agreed to answer this interrogatory by December 15, 2018.

~~RFPD 21 of 50 – Relates to Claim Y-2 – Unpaid rent for Plaza Extra-East Bays 5 & 8~~

~~Attorney Perrell agreed to answer this request for production of documents by December 15, 2018.~~

~~RFPD 27 of 50 – Relates to Claim Y-14 – Half the value of the six containers~~

~~Attorney Perrell agreed to answer this request for production of documents before December 15, 2018.~~

Sincerely,



Carl J. Hartmann

Cc: Joel Holt, Esq., Greg Hodges, Esq., and Kim Japinga

# **Exhibit 11**

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.	)	

**EXHIBIT**  
**11**

**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<sup>1</sup> 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:~~**

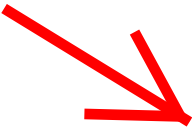
~~There are no additional documents responsive to this request beyond the Declaration of Fathi Yusuf dated August 12, 2014 attached as Exhibit 3 to the Defendant's Motion for Partial Summary Judgment on Counts IV, IX and XII Regarding Rent.~~

**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.~~

<sup>1</sup> Yusuf 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

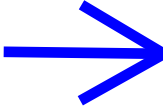
Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: [cperrell@dtflaw.com](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United Corporation*

# **Exhibit 12**



**From:** [Carl Hartmann](#)  
**To:** "[Charlotte Perrell](#)"; "[Japinga, KiM \(kim@japinga.com\)](#)"  
**Cc:** "[Gregory Hodges](#)"; "[Joel Holt](#)"  
**Subject:** Confirming Thursday at 11 am AST conf - Items for Thursday Discussion with Kim/Carl/Charlotte  
**Date:** Tuesday, December 18, 2018 5:55:00 PM

---

Charlotte & Kim:

The issues that will be capable of deposition and briefing (Charlotte's "Red" claims) are listed below.

I would like to discuss the discovery re:

H-1 Dorothea (we would still like Fathi's narrative i.e. interrogatory response to what he recalls about when, how and how much he received – as well as what banks records would reflect that.

Also H-152 and H-153.

Also, all of Yusuf's claims. I want to be clear that no other "factual" assertions or allegations will be made in motions or at trial that have not been set forth – with bu counsel or by affidavit/declarations.

Also need to discuss stips about additional docs/evid. – drafts of which have been circulated.

Carl

<b>New Claim Number</b>	<b>Item No. in Original 8/30/16 Claim Filing</b>	<b>Description</b>	<b>Total Amount of Claim</b>
<b>H-001</b>	201	Reimbursement for sale of the Dorthea condo	\$802,966.00
<b>H-002</b>	355	\$2.7 million unilateral withdrawal from the Partnership account	\$2,784,706.25
<b>H-014</b>	221	Unsubstantiated checks to NejeH Yusuf	\$14,756.00
<b>H-015</b>	242	NejeH Yusuf's cash withdrawals from safe	\$53,384.67
<b>H-016</b>	253	NejeH Yusuf's use of Partnership resources for his Private Businesses on STT	0 Discovery Needed
<b>H-032</b>	335	No credit for expired (spoiled) inventory discovered at Plaza Extra	\$54,592.08

**EXHIBIT**  
**12**

<b>H-034</b>	340	West Rents collected from Triumphant church	\$3,900.00
<b>H-152</b>	3008a	United's corporate franchise taxes and annual franchise fees	\$2,300.52
<b>H-153</b>	3009a	Partnership funds used to pay United Shopping Center's property insurance	\$59,360.84
<b>Y-002</b>	Y's Claims - III.B.2	Unpaid rent for Plaza Extra-East Bays 5 & 8	\$793,984.34
<b>Y-004</b>	Exhibit E	9% interest on rent claims for East Bays 5 & 8	\$241,005.18
<b>Y-012</b>	Y's Claims - VI, Exhibits K-O	Foreign Accts and Jordanian Properties	\$434,921.37
<b>Y-014</b>	Y's Claims - VIII	Half of the value of the six containers	\$210,000.00

**CARL J. HARTMANN III**  
 WEBSITE: [WWW.HARTMANN.ATTORNEY](http://WWW.HARTMANN.ATTORNEY)  
 EMAIL: [CARL@HARTMANN.ATTORNEY](mailto:CARL@HARTMANN.ATTORNEY)  
 ALL FAXES: (202) 403-3750  
 D.C. TELEPHONE: (202) 518-2970  
 USVI TELEPHONE: (340) 642-4422

# **Exhibit 13**

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

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

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants,*

vs.

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

*Counterclaim Defendants.*

Case No.: **SX-2012-CV-370**

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: **SX-2014-CV-287**

**ACTION FOR DECLARATORY  
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

Case No.: **SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

---

**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.*

**EXHIBIT  
13**

**HAMED'S THIRD REQUEST FOR THE PRODUCTION OF DOCUMENTS  
NOS. 8-18 OF 50 PURSUANT TO THE CLAIMS DISCOVERY PLAN**

**HAMD656878**

- H-20: KAC357, INC. PAYMENT OF TROPICAL SHIPPING INVOICES,  
H-26: INVENTORY MOVED FROM PLAZA WEST TO EAST,  
H-27: BJ'S WHOLESALE CLUB VENDOR CREDIT,  
H-36: UNCLEAR UVI PAYMENT,  
H-141: GENERAL LEDGER ENTRY "DUE T/FR SETTLEMENT"  
H-142: HALF ACRE IN ESTATE TUTU,  
H-148: EXCESSIVE TRAVEL AND ENTERTAINMENT EXPENSES,  
H-157: GENERAL LEDGER ENTRY REGARDING "FATHI YUSUF REFUND  
OF OVERPAYMENT,"  
H-159: GENERAL LEDGER ENTRIES INDICATING ACCOUNTS PAYABLE  
TRADE PAYMENTS TO UNITED CORPORATION IN 2015,  
H-166: ENTRY FOR TUTU PARK LTD FOR \$30,359.38, AND  
H-167: "CHECKS TO DAYTONA BEACH MARKET & DELI**

**RFPDs 8 of 50:**

Request for the Production of Documents, 8 of 50, relates to H-20 (old Claim No. 279): "KAC357, Inc. payment of Tropical Shipping invoices."

With respect to H-20, please provide all documents which relate to this transaction and entry in the accounting – the invoice(s), proof of reimbursement to KAC357, Inc., bank statements, etc. and particularly all underlying documents relating to any refusal to pay these invoices.

**Response:**

**RFPDs 9 of 50:**

Request for the Production of Documents, relates to H-26 (old Claim No. 316): "Inventory moved from Plaza West to East after official inventory."

Please provide all documents which relate to H-26 – particularly all underlying documents relating to any sales or transfers from West to East after the date of the inventory amount being set.

**Response:**

~~**RFPDs 12 of 50:**~~

~~Request for the Production of Documents, 12 of 50, relates to H-141 (old Claim No. 488): "Unclear general ledger entry "due t/fr settlement re stmt at 9/30/15."~~

~~With respect to H-141, please provide all documents which relate to this entry – particularly all underlying documents relating to the 9/30/15 settlement referenced, the funds involved and their disposition.~~

~~**Response:**~~

**RFPDs 13 of 50:**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry -- particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

**Response:**

~~**RFPDs 14 of 50:**~~

~~Request for the Production of Documents, 14 of 50, relates to H-148 (old Claim No. 3011): "Excessive travel and entertainment expenses."~~

~~If the answer to the request to admit as to H-148 is "deny," please provide the backup documentation for all travel expenses for the members of the Yusuf family from 2007 to 2014 that exceed \$1000, as it relates to H-148.~~

~~**Response:**~~

~~**RFPDs 15 of 50:**~~



**Dated:** February 21, 2018

  
**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) 773-867

### **CERTIFICATE OF SERVICE**


I hereby certify that on this 21<sup>st</sup> day of February, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

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

**Gregory H. Hodges**  
**Stefan Herpel**  
**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 14**

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

**EXHIBIT**  
**14**

Claim H-142

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 FOR PRODUCTION OF DOCUMENTS  
NOS. 8-18 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 Third Request for Production of Documents Pursuant to the Claims Discovery Plan H-20: KAC357, Inc. Payment of Tropical Shipping Invoices, H-26: Inventory Moved from Plaza West to East, H-27: BJ's Wholesale Club Vendor Credit, H-36: Unclear UVI Payment, H-141: General Ledger Entry "Due T/FR Settlement" H-142: Half Acre in Estate Tutu, H-148: Excessive Travel and Entertainment Expenses, H-157: General Ledger Entry Regarding "Fathi Yusuf Refund of Overpayment," H-159: General Ledger Entries Indicating Accounts Payable Trade Payments to United Corporation in 2015, H-166: Entry For Tutu Park Ltd for \$30,359.38, and H-167: "Checks to Daytona Beach Market & Deli.

**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:~~

~~attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at or near the time that the transactions took place. Reorienting now as to transactions from years ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to revisit these issues, Hamed should bear the cost.~~



**RFPDs 13 of 50:**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry – particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

**Response:**

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

**HAMD660301**

Defendants object to this Request for Production because it involves a potential claim that is barred by the Court's Memorandum Opinion and Order Re Limitation on Accounting ("Limitation Order"), which limits the scope of the accounting to only those transactions that occurred on or after September 17, 2006. Pursuant to a deed dated July 26, 2006 and recorded on August 24, 2006, this property was titled in the name of Plessen Enterprises, Inc. and was not an asset of the Partnership as of September 17, 2006. Accordingly, any claims by Hamed relating to this property are clearly barred by the Limitation Order and Defendants have no obligation to provide discovery concerning a barred claim because "the proposed discovery is not relevant to any party's claim or defense." V.I. R. Civ. P. 26(b)(2)(C)(iii).

Moreover, this claim is the subject of Defendants' Motion to Strike Hamed's Amended Claim Nos. 142 and 143 ("Motion to Strike") seeking to strike Hamed Claim 142 on the grounds that the property was titled in the name of Plessen, was not an asset of the Partnership and is barred by the Limitation Order. Defendants incorporate by reference their Motion to Strike as if fully set forth herein verbatim and submit that because there is a pending Motion to Strike, the requirement for a response should be stayed pending the resolution.

**RFPDs 14 of 50:**

Request for the Production of Documents, 14 of 50, relates to H-148 (old Claim No. 3011): "Excessive travel and entertainment expenses,"

If the answer to the request to admit as to H-148 is "deny," please provide the backup documentation for all travel expenses for the members of the Yusuf family from 2007 to 2014 that exceed \$1000, as it relates to H-148.

**Response:**

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade  
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756  
(340) 774-4422

**HAMD660302**

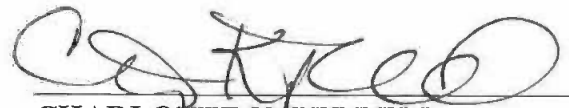
~~ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to  
revisit these issues, Hamed should bear the cost.~~

Without waiving any objection, Defendants show that the documentation relating to same  
has been provided previously as part of the documentation provided with the Bi-Monthly report.  
Hence, Yusuf objects to further reproducing information that has already been provided as the  
~~burden to secure the information is equally borne by Hamed.~~

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: May 15<sup>th</sup>, 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](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United  
Corporation*

# **Exhibit 15**





**SUPPLEMENTAL RESPONSES  
TO HAMED'S DISCOVERY AS TO  
INTERROGATORY NO. 21,  
REQUEST TO ADMIT NO. 22 AND  
REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13**

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 Interrogatory No. 21, Request to Admit No. 22 and Request for Production of Documents No. 13 (collectively the "Discovery") as follows:

---

**GENERAL OBJECTIONS**

Defendants incorporate by reference as if fully set forth herein verbatim their General Objections as set forth in their initial Responses and Objections to the Discovery filed on May 15, 2018.

**SUPPLEMENTAL RESPONSES TO DISCOVERY**

**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the

**RFPDs 13 of 50:**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry – particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

**Supplemental Response:**

Defendants show that all documents in their possession, custody or control have already been produced (warranty deed, first priority mortgage and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed). Further responding, Defendants show that there are no documents responsive to this request to the extent it seeks documents reflecting sources of funds for the purchase other than income from the stores.

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: July 19<sup>th</sup>, 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](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United Corporation*

# **Exhibit 16**

**CARL J. HARTMANN III**  
ATTORNEY-AT-LAW  
5000 ESTATE COAKLEY BAY, L-6  
CHRISTIANSTED, VI 00820

TELEPHONE  
(340) 719-8941

ADMITTED: USVI, NM & DC

KIMBERLY L. JAPINGA, (ADMITTED MI, DC)

EMAIL  
CARL@CARLHARTMANN.COM

November 20, 2018

Charlotte Perrell, Esq.  
DTF  
Law House  
St. Thomas, VI 00820

Via Email Only

RE: Summary of Rule 37 Conference re Claims Discovery Responses, Letter 1 of 2

Dear Attorney Perrell:

This letter summarizes our agreements regarding each of the outstanding discovery items from our Rule 37 conference on November 9, 2018.

~~**1. KAC357, Inc. Claims**~~

~~Interrogatory 17 of 50 - Relates to Claims H-7 and H-8 - KAC357, Inc. payments to David Jackson.~~

~~Withdrawn due to stipulation regarding attorneys' fees filed on November 9, 2018.~~

~~**2. Requires John Gaffney's Assistance**~~

~~Interrogatory 8 of 50 - Relates to Claim H-37 - \$186,819.33 due to/from Fathi Yusuf.~~

~~Withdrawn because this claim was moved to the Part A claims that John Gaffney is answering~~

**EXHIBIT**  
**16**

~~Interrogatory 9 of 50 - Relates to Claim H-144 - \$900,000 in estimated tax payment for the United Corporation shareholders.~~

~~Withdrawn because this claim was moved to the Part A claims that John Gaffney is answering.~~

~~Interrogatory 10 of 50 - Relates to Claim H-145 - WAPA deposits for all three stores.~~

~~Withdrawn because this claim was moved to the Part A claims that John Gaffney is answering.~~

~~RFPD 20 of 50 - Relates to Claim H-144 - \$900,000 in estimated tax payment for the United Corporation shareholders.~~

~~Withdrawn because this claim was moved to the Part A claims that John Gaffney is answering.~~

~~Interrogatory 22 of 50 - Relates to Claim H-146 - Imbalance in credit card points.~~

~~Attorney Perrell agreed to answer this interrogatory by December 15, 2018.~~

~~Interrogatory 26 of 50 - Relates to Claim H-164 - Inventory adjusted downward by \$1,660,000.~~

~~This interrogatory remains viable. Attorney Perrell to answer by December 15, 2018.~~

~~Interrogatory 27 of 50 - H-165 - Debts totaling \$176,267.97~~

~~This interrogatory remains viable. Attorney Perrell to answer by December 15, 2018.~~

### **3. Pending Motion to Strike**

~~Interrogatory 7 of 50 - Relates to Claim H-34 - Rents collected from Triumphant church~~

~~Attorney Perrell agreed to answer this interrogatory by December 15, 2018.~~

RFPD 13 of 50 - Relates to Claim H-142 - Half Acre in Estate Tutu

Attorney Perrell agreed to answer this request for production of documents by December 15, 2018.

~~Interrogatory 2 of 50 – Relates to Claim Y-8 – Water Revenue~~

~~Attorney Perrell agreed to answer this interrogatory by December 15, 2018.~~

~~Interrogatory 21 of 50 – Relates to Claim H-142 – Half Acre in Estate Tutu~~

~~Attorney Perrell agreed to answer this interrogatory by December 15, 2018.~~

~~RFPD 21 of 50 – Relates to Claim Y-2 – Unpaid rent for Plaza Extra-East Bays 5 & 8~~

~~Attorney Perrell agreed to answer this request for production of documents by December 15, 2018.~~

~~RFPD 27 of 50 – Relates to Claim Y-14 – Half the value of the six containers~~

~~Attorney Perrell agreed to answer this request for production of documents before December 15, 2018.~~

Sincerely,



Carl J. Hartmann

Cc: Joel Holt, Esq., Greg Hodges, Esq., and Kim Japinga

# **Exhibit 17**





**SUPPLEMENTAL RESPONSES  
TO HAMED'S DISCOVERY AS TO  
INTERROGATORY NO. 21,  
REQUEST TO ADMIT NO. 22 AND  
REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13**

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 Interrogatory No. 21, Request to Admit No. 22 and Request for Production of Documents No. 13 (collectively the "Discovery") as follows:

---

**GENERAL OBJECTIONS**

Defendants incorporate by reference as if fully set forth herein verbatim their General Objections as set forth in their initial Responses and Objections to the Discovery filed on May 15, 2018.

**SUPPLEMENTAL RESPONSES TO DISCOVERY**

---

**Interrogatory 21 of 50:**

Interrogatory 21 of 50 relates to Claim No. H-142 (old Claim No. 490): "Half acre in Estate Tutu," as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3 and the September 28, 2016 JVZ Engagement Report and Exhibits.

With respect to Claim No. H-142, state in detail how this half acre in Estate Tutu was purchased and what funds were used, the source of those funds and any discussions or agreements about the

~~funds or the purchase, with reference to all applicable documents, communications and witnesses.~~

**Supplemental Response:**

Defendants show that all documents relating to the purchase of the half acre in Estate Tutu are those documents, which have already been provided in this case including the Warranty Deed and the First Priority Mortgage. Further responding, Defendants show that Mr. Yusuf is out of the country until August 18, 2018 and to the extent that any additional information is required of him, Defendants are unable to provide that information at this time, but will readily ~~supplement as soon as he is available.~~

**Request to Admit 22 of 50:**

Requesting to admit number 22 of 50 relates to Claim H-142 (old Claim No. 490) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Half acre in Estate Tutu."

Admit or deny that the Partnership (or Hamed and Yusuf) did provide the funds for the purchase of this land referenced Claim H-142, "Half acre in Estate Tutu," by using income from the Plaza Extra stores.

**Supplemental Response:**

Admit.

**RFPDs 13 of 50:**

Request for the Production of Documents, 13 of 50, relates to H-142 (old Claim No. 490): "Half acre in Estate Tutu."

With respect to H-142, please provide all documents which relate to this entry – particularly (but not limited to) all underlying documents relating to the source of funds for the purchase of this property if it was other than income from the stores.

**Supplemental Response:**

Defendants show that all documents in their possession, custody or control have already been produced (warranty deed, first priority mortgage and deed in lieu of foreclosure with accompanying tax clearance letter from Mohammad Hamed). Further responding, Defendants show that there are no documents responsive to this request to the extent it seeks documents reflecting sources of funds for the purchase other than income from the stores.

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

DATED: July 19<sup>th</sup>, 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](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United Corporation*