

**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 Y-7 LEDGER BALANCE OWED UNITED
AND YUSUF CLAIM Y-9 – UNREIMBURSED TRANSFERS FROM UNITED**

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 to 2 claims: (1) Yusuf revised claims Y-7 – Ledger Balance Owed United, and (2) Y-9 – Unreimbursed Transfers from United. It should be noted, however, that Hamed has been attempting to procure responses to this specific discovery **since May 15, 2018 without success**. Hamed respectfully requests the Master to order responses to this outstanding discovery now, as the time for filing dispositive briefs is fast approaching.

II. Procedural Process

The Parties exchanged discovery pursuant to the August 4, 2018 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. Some issues were resolved, but a number of *critical* issues remain outstanding. These inquiries go to the very heart of the two claims. Thus, the following motion pertains to these two Yusuf revised claims only: Y-7 – Ledger Balances Owed United and Y-9 – Unreimbursed Transfers from United.

III. Facts

A. Yusuf's Unanswered Interrogatories

1. *Hamed's Unanswered Interrogatory 15 of 50 – Claim No. Y-7 – Ledger Balances Owed United*

On February 9, 2018, Hamed propounded the following interrogatory numbered 15 of the 50 allowed to him:

Interrogatory 15 of 50 relates to Claim Y-7 [Y-07] as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Ledger Balances Owed United" and Exhibit H to Yusuf's Original Claims, Ledger Sheet Reflecting United's Payments for Plaza Extra.

Please fully describe Exhibit H "Ledger Sheets Reflecting United's Payments for Plaza Extra," including, but not limited to, the physical location where this ledger sheet was found, who first found this ledger sheet, how this ledger sheet made it to its physical location, when the ledger sheet was placed in the location where it was found, whether the FBI ever had possession of this ledger sheet and if so, the dates of that possession, whether the ledger sheet is part of a larger document, and if so, the total number of pages in the larger document, an explanation of each entry on the ledger sheet, including, but not limited to, the date of each transaction reflected in each entry (including the year), a description of each entry (e.g., what is the name of the person the bedroom set in 1998 was purchased for), an explanation of why each entry is a business expense of the Partnership, and a description of the documents supporting each expenditure description (e.g., an invoice). Also, for each such entry, state the length of time that passed between each entry and the date the FBI seized the document - with a description of all bank, investment and other documents referenced in the exhibit or your explanation. **(Exhibit 1)**

On May 15, 2018, Yusuf's initial response was a complete refusal to answer:

Yusuf Response to Interrogatory 15 of 50:

Defendants object to this Interrogatory because it is vague, ambiguous and compound such that the total number of Interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of Interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of Interrogatory questions. **(Exhibit 2)**

On June 7, 2018, Hamed's attorney tried to elicit a response:

We do not understand how we can defend a claim on these ledger entries if your client will not answer as to the specifics of the claim. Thus, we propose one of three solutions: (1) Yusuf agrees to allow Hamed one each discovery request (interrogatory, RFA and RFPD) to be propounded and answered after you file the motion on this claim. Hamed's opposition would be due 14 days after your responses, (2) you tell us what detail you WILL provide on this interrogatory, and we negotiate to see if we can find a solution, or (3) we file another motion to compel and attach this email. **(Exhibit 3)**

Yusuf did not provide a written response to Hamed's June 7, 2018 letter.

On October 31, 2018, Hamed's counsel sent a request for a Rule 37 conference and outlined the specific deficiencies in Yusuf's response to interrogatory no. 15. **(Exhibit 4)**

A meet and confer was held on November 9, 2018. When the parties held a further Rule 37 conference on November 12, 2018 to allow Yusuf's counsel to locate information, Yusuf's counsel stated the response would be supplemented on December 18, 2018. **(Exhibit 5)**

Instead, Yusuf's December 18, 2018 discovery response dropped the following footnote: "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." **(Exhibit 6)** In other words, Yusuf unilaterally decided not to respond because this claim was going to be addressed after August 30, 2019. This is not what the Rule states and was not what was agreed to.

Yet another, third, Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018. **(Exhibit 7)** Yusuf's counsel did not appear and did not provide any written or other notice of non-appearance.

2. Hamed's Unanswered Interrogatory 44 of 50 – Claims No. Y-7 – Ledger Balances Owed United and Y-7 – Unreimbursed Transfers

Hamed interrogatories 44-47 relate to the following Yusuf claims: Y-07 Ledger Balance Owed United and Y-09 Unreimbursed Transfers. More particularly, they relate to an excerpt of the videotaped Deposition of Maher Yusuf (with referenced exhibits) taken under oath in this action on April 3, 2014.

On March 31, 2018, Hamed propounded the following interrogatory:

Interrogatory 44 of 50

Keeping in mind that Maher Yusuf was testifying for United (as its President) in this deposition (it is captioned "30(B)(6) OF UNITED CORP. - MAHER "MIKE" YUSUF) and that Maher Yusuf's testimony, most clearly at pages 73-75, is that the receipts that were added to "calculate" \$1.6 million figure and in the Black Books and ledgers were **not** between Hamed and United, but **rather** between the Hameds and the Yusufs – correcting amounts in the supermarket partnership, not with United.

Q. (Mr. Hartmann) Okay. And I now am going to show you an Exhibit numbered 149, which is Bates numbered at the upper right-hand corner, HAMD200105, and is a letter addressed on United Corporation stationery to Mr. Mohammad Hamed on August 22nd, 2012 from Fathi Yusuf. Did -- did Fathi Yusuf draw up this letter, or did you?

A. I don't recall if it was me, or me and him, or me alone. I -- I -- I don't -- I don't remember.

Q. Okay. But both of these letters were sent from Fathi Yusuf, right?

A. Yes.

Q. Okay. As a matter of fact, let's look at -- at 144. That's the one with the math on it, or 146, whichever you want.

A. Okay.

Q. Yeah, it's the same one. What does the signature on 144 or 146 say? Whose signature is that?

A. That's my signa --

Q. You recognize it?

A. -- my signature.

Q. Your signature. But it says, For the Fathi Yusuf, right?

A. Right.

Q. Why would Fathi Yusuf -- you were the president, right, of United?

A. Yes.

Q. And -- and these were not adjustments for United Corporation, these were adjustments for Plaza Extra Supermarkets, is that correct?

A. Yes.

Q. Is that why Fathi Yusuf's name appears on all three of these, because these are partnership reconciliations?

A. Yes. It's for -- it's withdrawals from the store. . . . (Emphasis added).

explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed. **(Exhibit 8)**

As with Yusuf's prior responses, he completely refused to answer the interrogatory on May 15, 2018:

Yusuf's Response to Interrogatory 44 of 50:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions. . . . **(Exhibit 9)**

On October 31, 2018, Hamed sent Yusuf a Rule 37 letter requesting a conference and specifically identified the deficiencies in Yusuf's response to Interrogatory 44. **(Exhibit 4)** A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. In a November 28, 2018 letter summarizing the agreements that came out of the November 12, 2018 Rule 37 conference, Yusuf's counsel agreed "[b]y December 15, 2018 to supplement this interrogatory by explaining why Mike Yusuf's testimony was incorrect and the black book and ledger entries really are between Hamed and United." **(Exhibit 5)**

Continuing to delay responding to the interrogatory despite stating her client would respond, on December 18, 2018, Yusuf did not respond at all to Interrogatory 44, unilaterally deciding that responding to the interrogatory was not required as the claim was to be considered after August 30, 2019. **(Exhibit 6)** A third Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018 to discuss this matter. **(Exhibit 7)** Yusuf's counsel did not appear and did not provide any written or other notice of non-appearance.

3. Hamed's Unanswered Interrogatory 45 of 50 – Claims No. Y-7 – Ledger Balances Owed United and Y-7 – Unreimbursed Transfers

On March 31, 2018, Hamed propounded the following interrogatory:

Interrogatory 45 of 50

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at pages 57-58:

A. I mean, Mr. Mohammad was pulling, you know, he was pulling some good money.

Q. Right. And if your father wanted to, you called it "pulling some good money"?

A. Yeah, he was pulling some good money, from the numbers you see here.

Q. I see. And was your father pulling some good money?

A. From where?

Q. From you.

A. He was not here. He was in St. Thomas.

Q. No, no. I'm just asking the question. Was he -- first, let's start with, was he pulling it from you?

A. No.

Q. No. Where was your father pulling it?

A. I'm not sure where he was pulling it from. I was not there where he was.

Q. Okay. He was in St. Thomas, right?

A. He was in St. Thomas. I'm in St. Croix.

Q. Okay. So if money was coming out by your father in St. Thomas, you wouldn't have been the one keeping the records, right?

A. No.

Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently --where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf? **(Exhibit 8)**

On May 15, 2018, again, Yusuf's initial response was a complete refusal to answer:

Yusuf's Response to Interrogatory 45

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions. . . . **(Exhibit 9)**

On October 31, 2018, Hamed sent Yusuf a Rule 37 letter requesting a conference and specifically identified the deficiencies in his response to Interrogatory 45. (**Exhibit 4**)

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. In a November 28, 2018 letter summarizing the agreements that came out of the November 12, 2018 Rule 37 conference, Yusuf's counsel agreed "[t]o review whether any additional ledgers exist and produce them by December 15, 2018." (**Exhibit 5**)

Disappointingly, on December 18, 2018, Yusuf did not respond at all to Interrogatory 45, unilaterally deciding that a response to the interrogatory was not required as the claim was going to be briefed after August 30, 2019. (**Exhibit 6**) Another Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018. (**Exhibit 7**) Yusuf's counsel did not appear and did not provide any written or other notice of non-appearance.

4. *Unanswered Hamed Interrogatory 47 of 50 50 – Claims No. Y-7 – Ledger Balances Owed United and Y-7 – Unreimbursed Transfers*

On March 31, 2018, Hamed propounded the following interrogatory:

Interrogatory 47 of 50:

Similarly, Maher Yusuf testified that the ledger entries referenced in regard to this case were sometimes made in ledgers, but also sometimes made in "receipts" and that many of those receipts were destroyed prior to the FBI raid in 2001, most clearly at pages 58-63:

Q. Okay. So -- so for every time money was withdrawn from the safe, one of two things -- when you were in control of it, one or two things happened, is that correct? Either you wrote a line in the ledger for Mohammad Hamed, or you filled out one of these receipts.

A. Right.

Q. What did -- was there a generic name for these receipts that everybody called them?

A. Receipts.

Q. Were they called chits ever?

A. You guys came up with that word.

Q. Oh, okay.

A. I never heard that word before.

Q. Okay. So these were all receipts.

A. Right.

Q. Okay. And -- and so for every transaction where cash was removed from any of the safes, -- There were three safe rooms, one in each store, is that correct?

A. Yes.

Q. -- there would have either been an entry in a ledger, or a receipt, is that correct?

A. Entry in a ledger, or a receipt?

Yes, yes.

Q. Okay. And -- and so just let's take a year, for example, 1998. I know nothing about it. This is a hypothetical question. If in 1998 I went to all three stores and I added up all the ledger entries, and all the chit -- all the receipt entries, I could find out to the penny how much money the Hameds had withdrawn, and how much money the Yusufs had withdrawn, is that correct?

A. That's, yeah, **if we could find the records, yes.**

Q. Yes. And you say that like you are not sure you can find the records.

A. Well, the FBI came in and took a lot of our records. It's still held by the District Court.

Q. I see. But if you could get those all together and add them up, you could get a number, is that correct?

A. Should be able to, yes.

Q. Okay. And to the best of your knowledge, all of those receipts still exist today from 1986 on?

A. No.

* * * *

Q. . . . I asked you if I could go around and collect all these receipts, add them up and find out how much the Hameds took out, and how much the Yusufs. You said yes. And I said, So I should be able to do that from the -- from back till now, and you said, no, there's a problem. You said some might be in the possession of a third party.

A. Right.

Q. When I have those from the third party, will I then be able to get that number?

A. To physically check every receipt by receipt?

Q. Through all the --

A. There's -- there's some receipt was destroyed by Waleed Hamed, and some receipts were destroyed by me.

Q. Okay. Tell me about that.

Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts ("there would have **either** been an entry in a ledger, **or** a receipt ") and some of those ledgers or receipts were intentionally destroyed? **(Exhibit 8)**

Predictably, on May 15, 2018, Yusuf's initial response was a complete refusal:

Yusuf's Response to Interrogatory 47 Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions. . . . **(Exhibit 9)**

On October 31, 2018, Hamed sent Yusuf a Rule 37 letter requesting a conference and specifically identified the deficiencies in his response to Interrogatory 47:

Yusuf's answer is completely unresponsive. Please answer the interrogatory regarding the receipts and ledgers:

- Explain in detail
 - How it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts
 - How it is possible to have a complete accounting when some of those receipts and ledgers were intentionally destroyed? **(Exhibit 4)**

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. A November 28, 2018 letter summarized the agreements that came out of the November 12, 2018 Rule 37 conference was sent. **(Exhibit 5)** On December 18, 2018, Yusuf did not respond to Interrogatory 45, unilaterally deciding that responding to the interrogatory was not required as the claim was to be considered after August 30, 2019. **(Exhibit 6)** Subsequent to the December 18, 2018 non-response by Yusuf, another Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018.

(Exhibit 7) Yusuf's counsel did not appear and did not provide any written or other notice of non-appearance.

Yusuf's unanswered request for the production of documents

1. *Hamed's RFPDs 6 of 50 – Claims No. Y-7 – Ledger Balances Owed United and Y-9 – Unreimbursed Transfers*

On February 9, 2018, Hamed sent the following request:

RFPDs 6 of 50:

Request for the production of documents, number 6 of 50, relates to Claims . . . Y-7 and Y-9 - as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as . . . "Y-7 - Ledger Balances Owed United," and "Y-9 - Unreimbursed Transfers from United."

Please provide all United Tenant Account bank statements from 1992 to the present, including all deposit slips and canceled checks; all Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1992 to the present (excluding those provided to the Hamed accountants on the Sage 50 system); as well as all invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, G - Relevant Black Book Entries, H - Ledger Sheets Reflecting United's Payments for Plaza Extra, and I - Summary and Supporting Documentation of Unreimbursed Transfers from United. (Exhibit 10)

On May 15, 2018, Defendants refused to respond to the request for the United Tenant bank account documents.

Yusuf's Initial Response to RFPDs No. 6

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of requests for production together with their sub parts and other discovery exceeds the maximum allowable number of requests for production under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of requests for production.

Defendants further object to the production of the United Tenant Account bank statements from 1992 to the present as overly broad and unduly burdensome. Yusuf Claim Y-9 relates to payments made by United in 1996 and attached to Yusuf's Accounting Claim was the supporting

documentation for said claims for that limited period. Production of United's Tenant Account bank statements for four years prior to the claims at issue and for decades thereafter is unduly burdensome and unreasonably cumulative and duplicative, particularly as the information reflecting the substantive basis of the claim has been previously produced in the case and is reproduced as Exhibit I to Yusuf's Accounting Claims. V.I. R. Civ. P. 26(b)(2)(C)(i) and 26(b)(2)(D).

Defendants further object to the production of the ledger statements for 1992 through the present (with the exception of what has previously been produced) as unduly burdensome and unreasonably cumulative and duplicative given that the claims for Y-9 are limited to a single year 1996 and same was produced. V.I. R. Civ. P. 26(b)(2)(C)(i) and 26(b)(2)(D). . . .
(Exhibit 11)

On October 31, 2018, Hamed sent Yusuf a Rule 37 letter requesting a conference and specifically identified the deficiencies in Yusuf's response to RFPDs No. 6.

Yusuf has not responded to the specific requests. Yusuf is claiming United is owed unpaid funds from the Partnership. While Hamed contends these claims are outside the Judge Brady's Limiting Order, Yusuf persists and refuses to drop the claims. Yusuf then expects that Hamed will take him at his word that these balances are legitimate Partnership expenditures and do remain unpaid. In order to ascertain whether these balances legitimate Partnership expenses and are truly unpaid, Hamed needs to see the documentation requested in RFPDs 6. As for the burdensome nature of this request, Yusuf, not Hamed, is the one making claims from 1992. (See FY 004476, "corporate tax 92") This is exactly why Judge Brady limited claims from September 17, 2006 forward.

Please produce the following:

- United Tenant Account bank statements from 1992 to the present, including all deposit slips and canceled checks,
- All Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1992 to the present (excluding those provided to the Hamed accountants on the Sage 50 system), and
- All invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, G-Relevant Black Book Entries, H-Ledger Sheets Reflecting United's Payments for Plaza Extra, and I-Summary and Supporting Documentation of Unreimbursed Transfers from United. **(Exhibit 4)**

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. After the Rule 37 conference, Hamed sent a letter summarizing the results of the conference on November 28, 2018. In that conference, Yusuf's counsel committed to finding out whether her client would respond:

RFPDs 6 of 50 – Relates to United's tenant bank account

Attorney Perrell has agreed to find out whether her client agrees to respond to this request as it relates to United's Tenant banking account from 2006 through May 15, 2018 before December 15, 2018. If her client does not agree to respond, this request will be ready for Hamed's Motion to Compel. **(Exhibit 5)**

On December 18, 2018, Yusuf did not respond to this document request, unilaterally deciding that the request did not need to be answered because the claim wasn't going to be briefed until after August 30, 2019. **(Exhibit 6)** Subsequent to the December 18, 2018 non-response by Yusuf, another Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018. **(Exhibit 7)** Yusuf's counsel did not appear and did not provide any written or other notice of non-appearance.

2. *Hamed's RFPDs 7 of 50 – Claim No. Y-7 – Ledger Balances Owed United*

On February 9, 2018, Hamed sent the following request:

RFPDs 7 of 50:

Request for the production of documents, number 7 of 50, relates to Claims Y-6 and Y-7 - as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Y-6 - Black Book Balances Owed United" and "Y-7- Ledger Balances Owed United."

Please provide the complete Black Book referenced in Yusuf Exhibits to the Original Claims, G - Relevant Black Book Entries and the complete ledger document referenced in Exhibit H - Ledger Sheets Reflecting United's Payments for Plaza Extra. **(Exhibit 10)**

On May 15, 2018, Defendants refused to respond to the request for complete ledger book from which the ledger sheets for Exhibit H were excerpted.

Yusuf's Initial Response to RFPDs No. 7

* * * *

See also attached Bates FY 014955 which was previously produced as Exhibit H to Yusuf's Accounting Claims. (**Exhibit 11**)

On October 31, 2018, Hamed sent Yusuf a Rule 37 letter requesting a conference and specifically identified the deficiencies in Yusuf's response to RFPDs No. 7:

Yusuf has not produced the *complete* ledger document referenced in Exhibit H - Ledger Sheets Reflecting United's Payments for Plaza Extra.

Please produce the complete ledger document or state that Yusuf does not have the complete ledger document. (**Exhibit 4**)

A meet and confer was held on November 9, 2018. Another meet and confer was held on November 12, 2018. After the Rule 37 conference, Hamed sent a letter summarizing the results of the conference on November 28, 2018. In that conference, Yusuf's counsel agreed to provide a response to RFPDs No. 7 by December 15, 2018. (**Exhibit 5**) Instead of providing the promised documents on December 18, 2018, Yusuf unilaterally decided that the documents did not need to be produced because the claim was not going to be briefed until after August 30, 2019. (**Exhibit 6**) Subsequent to the December 18, 2018 non-response by Yusuf, another Rule 37 conference was set for 11 a.m. on Thursday, December 20, 2018. (**Exhibit 7**) Yusuf'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. Yusuf refuses to respond to Hamed’s interrogatories

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.

Yusuf refused to respond at all to interrogatories 15 and 44-45 and 47 and did not state with specificity his objection. Rather, he simply said the interrogatories were “vague, ambiguous and compound” in the number of requests. (**Exhibits 2 and 9**)

These interrogatories directly relate to Hamed’s defense of Yusuf’s claims Y-7 and Y-9 and are relevant in scope under Rule 26. For instance, in Yusuf revised claim Y-7, Yusuf is contending that Hamed owes United for amounts United put into the Partnership in 1995 and earlier and were never reimbursed by the Partnership. He asserts that United

is not bound by Judge Brady's limitation order and he couldn't have brought the claim earlier because FBI seized the records in October 2001. (**Exhibit 12**)

Yusuf has only provided a one-page copy of a handwritten sheet from a ledger book as substantiation for this amount owed. (**Exhibit 13, Yusuf Exhibit H**) In order for Hamed to assess whether this amount is accurate or even owed by the Partnership and is within the applicable statute of limitations timeframe, Hamed requested a description of the following in interrogatory 15 of 50:

- Physical location of where the ledger sheet was found
- Whether the ledger sheet was part of a ledger book or larger document and if so, how many pages are contained in the ledger book or larger document
- Name of the person who found the ledger sheet, when he found it, and who put it in that location where it was discovered
- Indication of whether the FBI had the ledger sheet at all since it has no government bates number stamp on it. If it was seized by the FBI, when was the ledger sheet or book(s)/document returned to the Partnership
- List the name(s) and account numbers of the United bank account(s) that paid for the listed items United is now seeking reimbursement from the Partnership.

Under Judge Brady's July 21, 2017 Limitation Order ("Limitation Order"), credits and charges between the Partners are barred prior to September 17, 2006. In an April 3, 2014 deposition by Maher Yusuf, as a 30(b)(6) witness for the United Corporation, he stated that the withdrawals were between the Partners, not between the Partnership and the United Corporation. Credits and charges between the Partners *would* be covered by the Limitation Order, making this claim moot.

To flesh out Maher Yusuf's testimony in interrogatory no. 44 – that this is a debt of the Partnership – Hamed needs to ascertain answers to the following questions: explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents, dates,

conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed. “

Interrogatory no. 45 is another excerpt from Maher Yusuf's April 3rd, 2014 30(b)(6) deposition testimony. In that excerpt, Maher Yusuf suggested that the ledger excerpt used to prove the amounts owed to United were not the full set of ledgers. In order to flesh out the details surrounding the ledgers referenced in Yusuf claim Y-7, Hamed needs to understand the following:

- How many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently;
- Where are the ledger books now;
- How can it be determined that they are complete with regards to the amounts “pulled” as that term is used by Maher Yusuf

Interrogatory no. 47 covers that fact that some of the Partnership's recordkeeping occurred in the ledger books and other parts of it occurred in written receipts that were not included in the ledgers. Maher Yusuf testified on April 3, 2014 that many receipts were destroyed. To determine the accuracy of the ledgers and whether they can be relied on to assert amounts owed, Hamed needs to understand the following:

- How it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts
- How it is possible to have a complete accounting when some of those receipts and ledgers were intentionally destroyed?

C. Yusuf refuses to produce documents relevant to Yusuf revised claims No. Y-7 – Ledger Balances Owed United and Y-9 – Unreimbursed Transfers

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. . .

Defendants refused to respond to Hamed document request 6 of 50. (**Exhibit 11**) Because these two Yusuf claims date back to 1994, Hamed needs to request documentation from the United tenant account to discern whether the amounts are actually owed by the Partnership. While Yusuf complains that these requests are burdensome, Hamed notes that Yusuf has left him no choice by bringing claims from 1994-1996. According to Fathi Yusuf, the last time the reconciling of the accounts occurred was at the end of 1993.¹ In order to determine whether these amounts are actually owed United, Hamed has to perform his own reconciliation from 1994 to the time the stores split in 2015. While Yusuf has provided some 1995 and 1996 documents, Hamed has no way of knowing whether those were legitimate Partnership expenses to begin with, were actually paid by United (no cancelled checks or bank statements were produced) or were repaid sometime after 1996. Just because a full reconciliation has not occurred since the end of 1993, that does not automatically mean that United was not reimbursed sometime thereafter (assuming the debts were legitimate). To perform the reconciliation and determine the legitimacy of the expenses, Hamed requests the following production of documents:

- All United Tenant Account bank statements from 1994 to the present (2015 split of the stores), including all deposit slips and canceled checks;
- All Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1994 to the present (2015 split of the stores, excluding those provided to the Hamed accountants on the Sage 50 system);

¹ August 12, 2014 Declaration of Fathi Yusuf, ¶ 4. (**Exhibit 14**)

- All invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, H - Ledger Sheets Reflecting United's Payments for Plaza Extra and I - Summary and Supporting Documentation of Unreimbursed Transfers from United.

Defendants also refused to respond to Hamed document request 7 of 50, specifically the request to produce the complete ledger book from which Exhibit H – Ledger Sheets Reflecting United's Payments for Plaza Extra, were excerpted for Yusuf's claim Y-7. (**Exhibit 11**) This request clearly falls within Rule 26's scope for discovery as it directly relates to Hamed's defense and should be produced to Hamed.

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 Yusuf to answer and produce the following:

Interrogatory 15 of 50

An explanation of the following:

- Physical location of where the ledger sheet was found
- Whether the ledger sheet was part of a ledger book or larger document and if so, how many pages are contained in the ledger book or larger document
- Name of the person who found the ledger sheet, when he found it, and who put it in that location where it was discovered
- Indication of whether the FBI had the ledger sheet at all since it has no government bates number stamp on it. If it was seized by the FBI, when was the ledger sheet or book(s)/document returned to the Partnership
- List the name(s) and account numbers of the United bank account(s) that paid for the listed items United is now seeking reimbursement from the Partnership.

Interrogatory 44 of 50

With reference to Maher Yusuf's excerpted testimony for this interrogatory,

- explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed.

Interrogatory 45 of 50

With reference to Maher Yusuf's excerpted testimony for this interrogatory, explain

- How many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently;
- Where are the ledger books now;
- How can it be determined that they are complete with regards to the amounts "pulled" as that term is used by Maher Yusuf

Interrogatory 47 of 50

With reference to Maher Yusuf's excerpted testimony for this interrogatory, explain

- How it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts
- How it is possible to have a complete accounting when some of those receipts and ledgers were intentionally destroyed?

Request for the Production of Documents 6 of 50

- All United Tenant Account bank statements from 1994 to the present (2015 split of the stores), including all deposit slips and canceled checks;
- All Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1994 to the present (2015 split of the stores, excluding those provided to the Hamed accountants on the Sage 50 system);
- All invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, H - Ledger Sheets Reflecting United's Payments for Plaza Extra and I - Summary and Supporting Documentation of Unreimbursed Transfers from United.

Request for the Production of Documents 7 of 50

- The complete ledger book from which Exhibit H – Ledger Sheets Reflecting United's Payments for Plaza Extra, were excerpted for Yusuf's claim Y-7.

Dated: October 2, 2019



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CERTIFICATE OF SERVICE

I hereby certify that on this 2nd 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

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P.O. Box 756
St. Thomas, VI 00802
ghodges@dtflaw.com

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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 Yusuf in order to obtain the foregoing requested information.



Exhibit 1

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
1**

**HAMED'S THIRD INTERROGATORIES PER THE CLAIMS DISCOVERY PLAN
OF 1/29/2018, NOS. 14-15 OF 50 AS TO Y-6, BLACK BOOK BALANCE
OWED UNITED, AND Y-7 LEDGER BALANCES OWED UNITED**



Interrogatory 15 of 50:

Interrogatory 15 of 50 relates to Claim Y-7 – as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Ledger Balances Owed United” and Exhibit H to Yusuf’s Original Claims, Ledger Sheets Reflecting United’s Payments for Plaza Extra.

Please fully describe Exhibit H “Ledger Sheets Reflecting United’s Payments for Plaza Extra,” including, but not limited to, the physical location where this ledger sheet was found, who first found this ledger sheet, how this ledger sheet made it to its physical location, when the ledger sheet was placed in the location where it was found, whether the FBI ever had possession of this ledger sheet and if so, the dates of that possession, whether the ledger sheet is part of a larger document, and if so, the total number of pages in the larger document, an explanation of each entry on the ledger sheet, including, but not limited to, **the date of each transaction reflected in each entry (including the year)**, a description of each entry (*e.g.*, what is the name of the person the bedroom set in 1998 was purchased for), an explanation of why each entry is a business expense of the Partnership, and a description of the documents supporting each expenditure description (*e.g.*, an invoice). Also, for each such entry, state the length of time that passed between each entry and the date the FBI seized the document -- with a description of all bank, investment and other documents referenced in the exhibit or your explanation.

Dated: February 9, 2018



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Fax: (340) 773-867

CERTIFICATE OF SERVICE

I hereby certify that on this 9th 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
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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 2

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

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

Plaintiff/Counterclaim Defendant,)

v.)

FATHI YUSUF and UNITED CORPORATION,)

Defendants/Counterclaimants,)

v.)

CIVIL NO. SX-12-CV-370

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

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

Additional Counterclaim Defendants.)

Consolidated With

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

Plaintiff,)

v.)

UNITED CORPORATION,)

Defendant.)

CIVIL NO. SX-14-CV-287

ACTION FOR DAMAGES AND
DECLARATORY JUDGMENT

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

Plaintiff,)

v.)

FATHI YUSUF,)

Defendant.)

CIVIL NO. SX-14-CV-278

ACTION FOR DEBT AND
CONVERSION

FATHI YUSUF and)
UNITED CORPORATION,)

Plaintiffs,)

v.)

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE
FRAUDULENT TRANSFERS

THE ESTATE OF MOHAMMAD HAMED,)
Waleed Hamed as Executor of the Estate of)
Mohammad Hamed, and)
THE MOHAMMAD A. HAMED LIVING TRUST,)

Defendants.)

EXHIBIT
2

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 THIRD INTERROGATORIES PER THE CLAIM
DISCOVERY PLAN OF 1/29/2018 NOS. 14-15 OF 50 AS TO Y-6, BLACK BOOK
BALANCE OWED UNITED,
AND Y-7 LEDGER BALANCES OWED UNITED**

~~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 Set of Interrogatories Per
the Claims Discovery Plan of 1/29/2018, Nos. 14-15 of 50 as to Y-6, Black Book Balance
Owed United, and Y-7 Ledger Balance Owed United.

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:

(1) Defendants object to these Interrogatories to the extent they may impose
obligations different from or in addition to those required under the Virgin Islands Rules of Civil
Procedure.

(2) Defendants object to these Interrogatories to the extent that they use the words
"any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not
reasonably calculated to lead to the discovery of admissible evidence.

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade
P.O. Box 756

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



Interrogatory 15 of 50:

Interrogatory 15 of 50 relates to Claim Y-y- as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Ledger Balances Owed United" and Exhibit H to Yusuf's Original Claims, Ledger Sheet Reflecting United's Payments for Plaza Extra.

Please fully describe Exhibit H "Ledger Sheets Reflecting United's Payments for Plaza Extra," including, but not limited to, the physical location where this ledger sheet was found, who first found this ledger sheet, how this ledger sheet made it to its physical location, when the ledger sheet was placed in the location where it was found, whether the FBI ever had possession of this ledger sheet and if so, the dates of that possession, whether the ledger sheet is part of a larger document, and if so, the total number of pages in the larger document, an explanation of each entry on the ledger sheet, including, but not limited to, **the date of each transaction reflected in each entry (including the year)**, a description of each entry (*e.g.*, what is the name of the person the bedroom set in 1998 was purchased for), an explanation of why each entry is a business expense of the Partnership, and a description of the documents supporting each expenditure description (*e.g.*, an invoice). Also, for each such entry, state the length of time that passed between each entry and the date the FBI seized the document – with a description of all bank, investment and other documents referenced in the exhibit or your explanation.

Response:

Defendants object to this Interrogatory because it is vague, ambiguous and compound such that the total number of Interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of Interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of Interrogatory questions.

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: May 15th, 2018

By:



CHARLOTTE K. FERRELL

(V.I. Bar #1281)

Law House

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*Attorneys for Fathi Yusuf and United
Corporation*

CERTIFICATE OF SERVICE

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

Joel H. Holt, Esq.
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Exhibit 3

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EMAIL
CARL@CARLHARTMANN.COM

ADMITTED: USVI, NM & DC

June 7, 2018

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

By Email Only

RE: Request for Rule 37 Conference re Interrogatory 15 of 50 - Y-7 Ledger Entries

Dear Attorney Perrell

I write regarding the Yusuf/United 'claims discovery responses' served on May 15, 2018. It is Hamed's intention to file a motion to the Special Master regarding Interrogatory 15 of 50. Pursuant to Rule 37.1, we request that you provide a time and date when you are available to discuss the bases of the proposed motion, and seek amendment to the Yusuf response.

We do not understand how we can defend a claim on these ledger entries if your client will not answer as to the specifics of the claim. Thus, we propose one of three solutions: (1) Yusuf agrees to allow Hamed one each discovery request (interrogatory, RFA and RFPD) to be propounded and answered after you file the motion on this claim. Hamed's opposition would be due 14 days after your responses, (2) you tell us what detail you WILL provide on this interrogatory, and we negotiate to see if we can find a solution, or (3) we file another motion to compel and attach this email.

Please let me know which is the best for your client, and if it is #3, provide us with times and dates for the conference.

Interrogatory 15 of 50 - as to Claim Y-7 - Ledger Entries

Interrogatory 15 of 50 relates to Claim Y-7 as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as

EXHIBIT
3

HAMD661548

"Ledger Balances Owed United" and Exhibit H to Yusuf's Original Claims, Ledger Sheet Reflecting United's Payments for Plaza Extra.

Please fully describe Exhibit H "Ledger Sheets Reflecting United's Payments for Plaza Extra," including, but not limited to, the physical location where this ledger sheet was found, who first found this ledger sheet, how this ledger sheet made it to its physical location, when the ledger sheet was placed in the location where it was found, whether the FBI ever had possession of this ledger sheet and if so, the dates of that possession, whether the ledger sheet is part of a larger document, and if so, the total number of pages in the larger document, an explanation of each entry on the ledger sheet, including, but not limited to, the date of each transaction reflected in each entry (including the year), a description of each entry (e.g., what is the name of the person the bedroom set in 1998 was purchased for), an explanation of why each entry is a business expense of the Partnership, and a description of the documents supporting each expenditure description (e.g., an invoice). Also, for each such entry, state the length of time that passed between each entry and the date the FBI seized the document - with a description of all bank, investment and other documents referenced in the exhibit or your explanation.

Response:

Defendants object to this Interrogatory because it is vague, ambiguous and compound such that the total number of Interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of Interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of Interrogatory questions.

Sincerely,

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

Carl J. Hartmann

Exhibit 4

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

October 31, 2018

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

Via Email Only

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

Dear Attorney Perrell:

As discussed in the telephone conference three weeks ago, this is the second 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. The first letter covered items 1-4, while this second letter deals with the remaining 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
4

~~Hamed is asking Yusuf to respond on the basis of his personal knowledge and the documents he has in his possession. Whether the accounts are in some else's name is irrelevant.~~

~~Please respond to Interrogatory 6.~~



Interrogatory 15 of 50:

Interrogatory 15 of 50 relates to Claim Y -7 [Y-07] as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Ledger Balances Owed United" and Exhibit H to Yusuf s Original Claims, Ledger Sheet Reflecting United's Payments for Plaza Extra.

Please fully describe Exhibit H "Ledger Sheets Reflecting United's Payments for Plaza Extra," including, but not limited to, the physical location where this ledger sheet was found, who first found this ledger sheet, how this ledger sheet made it to its physical location, when the ledger sheet was placed in the location where it was found, whether the FBI ever had possession of this ledger sheet and if so, the dates of that possession, whether the ledger sheet is part of a larger document, and if so, the total number of pages in the larger document, an explanation of each entry on the ledger sheet, including, but not limited to, the date of each transaction reflected in each entry (including the year), a description of each entry (e.g., what is the name of the person the bedroom set in 1998 was purchased for), an explanation of why each entry is a business expense of the Partnership, and a description of the documents supporting each expenditure description (e.g., an invoice). Also, for each such entry, state the length of time that passed between each entry and the date the FBI seized the document - with a description of all bank, investment and other documents referenced in the exhibit or your explanation.

Response:

Defendants object to this Interrogatory because it is vague, ambiguous and compound such that the total number of Interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of Interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of Interrogatory questions.

Deficiency for Interrogatory 15: This interrogatory has one request “[p]lease fully describe Exhibit H “Ledger Sheets Reflecting United’s Payments for Plaza Extra. . .” It then goes on to give examples of what “fully describe” means. This interrogatory is neither “vague, ambiguous,” nor is it a compound question exceeding the maximum 50 interrogatories.

Please respond to Interrogatory 15.

Interrogatory 18 of 50:

Interrogatory 18 of 50 relates to Claim H-15 (old Claim No. 242): NejeH Yusuf's cash withdrawals from safe," 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.

This interrogatory relates to Claim H-15. This is not a question about the practices surrounding withdrawals [sic] from the safe generally, but rather an inquiry as to the particular time period set forth in the claim. State in detail how much cash NejeH Yusuf removed from the safe, where it went and where it is now -- with reference to all applicable documents and any witnesses.

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objection, all of the detail as to the cash withdrawn by NejeH Yusuf for the period in question are set forth in Exhibit 242 (b) JVZ 00180 - 186 with the date and descriptions. Defendants refer to said document in lieu of a narrative response as same would be duplicative.

Deficiency for Interrogatory 18: Please list all applicable documents and any witnesses to this claim, including, but not limited to, receipts or invoices substantiating the withdrawals. Also, please confirm that this is the sum total of withdrawals from the safe by NejeH Yusuf and where the money went and where it is now.

Interrogatory 24 of 50:

Interrogatory 24 of 50 relates to Claim No. H-154 (old Claim No. 346a): "Attorney and accounting fees paid by the Partnership for the criminal case," 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-154, describe in detail, with specifics as to who proposed the acts, when and how the Partnership's plan to remove, hide from taxing authorities and then launder income from the stores, came about - and Yusuf's best approximation of the amounts removed and where they went. As part of the explanation describe who was "in

~~Also, only one document, Exhibit L to Yusuf's September 30, 2016 Accounting Claims and Proposed Distribution Plan has been produced. Please list all other documents relating to the batch plant or state that there are no other documents.~~

Two Parcels of Land in Jordan Titled in Mohammad Hamed's Name

- "Approximately forty (40) parcels of real property were purchased in Jordan using funds from the Plaza Extra Store. . . .Yusuf does seek the Court's assistance, however, with respect to (2) two parcels that were incorrectly titled in Hamed's name alone. These two parcels are identified in the "Land Value Estimation" attached as Exhibit N to the Original Claims.

Deficiency for Two Parcels of Land in Jordan Titled in Mohammad Hamed's Name: All facts and circumstances relating to this portion of the claim have not been identified. For example, there is no explanation as to why Yusuf thinks these parcels were incorrectly titled in Hamed's name, when this property was titled in Hamed's name and what funding was used to purchase this land. Yusuf's October 30, 2017 Amended Claims and Proposed Distribution Plan, p. 17.

Further, no documents have been listed that show the funding source for the property, the date the property was titled in Mr. Hamed's name, for example. Please list all documents related to this claim.

Expenses for Conveying Hamed's Interest in One Piece of Land, No. (310), basin 6, Huwaijer, Tabarbour Village to Fathi Yusuf

- Yusuf sought re-payment for "one-half of the expenses incurred by Yusuf in conveying Hamed's interest in the Jordanian parcel identified in Exhibits O and S. . ." Mr. Yusuf declared the total amount for expenses was \$50,521.29." Supplementation of Yusuf's Accounting Claims and Proposed Distribution Plan, December 7, 2016, p. 2.

Deficiency for Expenses for Conveying Hamed's Interest in One Piece of Land, No. (310), basin 6, Huwaijer, Tabarbour Village to Fathi Yusuf: All facts and circumstances relating to this portion of the claim have not been identified. Please identify the facts and circumstances surrounding this claim, including, but not limited to, your belief that Mr. Hamed should pay for the expenses for conveying this land.

~~Also, list all documents related to the expenses for conveying Hamed's interest. If the documents listed in Exhibits O, R, S and T are the only documents related to this portion of the claim, please confirm this is the case in writing~~



Interrogatory 44 of 50

Keeping in mind that Maher Yusuf was testifying for United (as its President) in this deposition (it is captioned "30(B)(6) OF UNITED CORP. - MAHER "MIKE" YUSUF) and that Maher Yusuf's testimony, most clearly at pages 73-75, is that the receipts that were added to "calculate" \$1.6

million figure and in the Black Books and ledgers were **not** between Hamed and United, but **rather** between the Hameds and the Yusufs – correcting amounts in the supermarket partnership, not with United.

Q. (Mr. Hartmann) Okay. And I now am going to show you an Exhibit numbered 149, which is Bates numbered at the upper right-hand corner, HAMD200105, and is a letter addressed on United Corporation stationery to Mr. Mohammad Hamed on August 22nd, 2012 from Fathi Yusuf. Did -- did Fathi Yusuf draw up this letter, or did you?

A. I don't recall if it was me, or me and him, or me alone. I -- I -- I don't -- I don't remember.

Q. Okay. But both of these letters were sent from Fathi Yusuf, right?

A. Yes.

Q. Okay. As a matter of fact, let's look at -- at 144. That's the one with the math on it, or 146, whichever you want.

A. Okay.

Q. Yeah, it's the same one. What does the signature on 144 or 146 say? Whose signature is that?

A. That's my signa --

Q. You recognize it?

A. -- my signature.

Q. Your signature. But it says, For the Fathi Yusuf, right?

A. Right.

Q. Why would Fathi Yusuf -- you were the president, right, of United?

A. Yes.

Q. And -- and these were not adjustments for United Corporation, these were adjustments for Plaza Extra Supermarkets, is that correct?

A. Yes.

Q. Is that why Fathi Yusuf's name appears on all three of these, because these are partnership reconciliations?

A. Yes. It's for -- it's withdrawals from the store.

Q. Okay.

A. I mean, what's so hard in that?

Q. Nothing.

explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed.

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

Deficiency for Interrogatory 44: Yusuf's answer is completely unresponsive. Please answer the interrogatory as it references Maher Yusuf's 30(b)(6) testimony on behalf of the United Corporation:

- Explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations"
 - Any applicable documents
 - Conversations, to whom (or what entity)
 - Dates of documents or conversations
 - The amounts owed
 - Any witnesses to the conversations
 - To what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed



Interrogatory 45 of 50

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at pages 57-58:

A. I mean, Mr. Mohammad was pulling, you know, he was pulling some good money.

Q. Right. And if your father wanted to, you called it "pulling some good money"?

A. Yeah, he was pulling some good money, from the numbers you see here.

Q. I see. And was your father pulling some good money?

A. From where?

Q. From you.

A. He was not here. He was in St. Thomas.

Q. No, no. I'm just asking the question. Was he -- first, let's start with, was he pulling it from you?

A. No.

Q. No. Where was your father pulling it?

A. I'm not sure where he was pulling it from. I was not there where he was.

Q. Okay. He was in St. Thomas, right?

A. He was in St. Thomas. I'm in St. Croix.

Q. Okay. So if money was coming out by your father in St. Thomas, you wouldn't have been the one keeping the records, right?

A. No.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently --where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

Deficiency for Interrogatory 45: Yusuf's answer is completely unresponsive. Please answer the interrogatory regarding the ledgers:

- Explain in detail
 - How many ledger books existed at different times in the Partnership at each location, more particularly (1) in 2001 prior to the FBI-raid; (2) on September 17, 2006 and (3) presently?
 - Where are the ledger books located?
 - For each ledger book referenced, how can it be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?
 - To whom (or what entity) are owed and the amounts owed, with dates
 - Any documents or conversations and dates of documents or conversations regarding the ledger books



Interrogatory 47 of 50:

Similarly, Maher Yusuf testified that the ledger entries referenced in regard to this case were sometimes made in ledgers, but also sometimes made in "receipts" and that many of those receipts were destroyed prior to the FBI raid in 2001, most clearly at pages 58-63:

Q. Okay. So -- so for every time money was withdrawn from the safe, one of two things -- when you were in control of it, one or two things happened, is that correct? Either you wrote a line in the ledger for Mohammad Hamed, or you filled out one of these receipts.

A. Right.

Q. What did -- was there a generic name for these receipts that everybody called them?

A. Receipts.

Q. Were they called chits ever?

A. You guys came up with that word.

Q. Oh, okay.

A. I never heard that word before.

Q. Okay. So these were all receipts.

A. Right.

Q. Okay. And -- and so for every transaction where cash was removed from any of the safes, -- There were three safe rooms, one in each store, is that correct?

A. Yes.

Q. -- there would have either been an entry in a ledger, or a receipt, is that correct?

A. Entry in a ledger, or a receipt?

Yes, yes.

Q. Okay. And -- and so just let's take a year, for example, 1998. I know nothing about it. This is a hypothetical question. If in 1998 I went to all three stores and I added up all the ledger entries, and all the chit -- all the receipt entries, I could find out to the penny how much money the Hameds had withdrawn, and how much money the Yusufs had withdrawn, is that correct?

A. That's, yeah, if we could find the records, yes.

Q. Yes. And you say that like you are not sure you can find the records.

A. Well, the FBI came in and took a lot of our records. It's still held by the District Court.

Q. I see. But if you could get those all together and add them up, you could get a number, is that correct?

A. Should be able to, yes.

Q. Okay. And to the best of your knowledge, all of those

receipts still exist today from 1986 on?

A. No.

Q. Okay. Why don't you tell me about that?

A. About what?

Q. Why -- why some of them don't exist?

A. Should I explain -- that would explain the 1.6 that we have here on the letter.

Q. I'll get there, I swear. I just want to -- right now, I just want to know, I asked you if I could go around and collect all these receipts, add them up and find out how much the Hameds took out, and how much the Yusufs. You said yes. And I said, So I should be able to do that from the -- from back till now, and you said, no, there's a problem. You said some might be in the possession of a third party.

A. Right.

Q. When I have those from the third party, will I then be able to get that number?

A. To physically check every receipt by receipt?

Q. Through all the --

A. There's -- there's some receipt was destroyed by Waleed Hamed, and some receipts were destroyed by me.

Q. Okay. Tell me about that.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts ("there would have **either** been an entry in a ledger, **or** a receipt ") and some of those ledgers or receipts were intentionally destroyed?

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections to this Interrogatory, which duplicated the preceding interrogatory, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein

verbatim.

Deficiency for Interrogatory 47: Yusuf's answer is completely unresponsive. Please answer the interrogatory regarding the receipts and ledgers:

- Explain in detail
 - How it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts
 - How it is possible to have a complete accounting when some of those receipts and ledgers were intentionally destroyed?

Interrogatory 48 of 50:

Please describe Joint Defense agreement ("JDA") in *United States of America v United Corp., et. al.*, VI D.Ct. 2005-cr-015 referenced in the Declaration of Gordon C. Rhea, Esq. on March 2, 2017 (**EXHIBIT B**). In your description, please include, but not limited to, what defendants were covered, what attorneys were paid under the agreement, the terms of how payment should be made to the defendants' attorneys, how those payments were made, by whom the payments were made, when the payments were made, expert fees and expenses and the time period the JDA was in effect. Also describe how litigation decisions were made, who had conversations with attorneys directing their activities and which Defendants chose what would be stated in pleadings. (The response to this may be filed under seal if Yusuf asserts privilege or confidentiality, however, Hamed waives any such privilege or confidentiality.)

RESPONSE:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Defendants further object to this Interrogatory because they do not currently possess a fully executed version of the JDA to compare with their unexecuted version. Without waiving any objections to this Interrogatory, Defendants state that the JDA is a document prepared by Attorney Rhea, counsel for Waleed Hamed, which speaks for itself and does not address the payment of attorneys.

Deficiency for Interrogatory 47: Without regard to the matters objected to, the inquiry must be answered. This is not a hypothetical question about the meaning of the JDA, but rather what concrete acts occurred.

Interrogatory 49 of 50

With regard to the post September 17, 2006 claims in Y-10, and more specifically your "J-2" Exhibit to Yusuf's Amended Accounting Claims

~~Merrill Accounts Financed with Partnership Funds, H-149, Seaside Market & Deli, LLC., March 1, 2018, p. 8.~~

~~**Deficiency for RFPDs 5 of 50:** Please confirm that all monitoring reports to and/or from the United States or the United States Virgin Islands government or monitors from 9/17/2006 to present related to monitoring or monitoring reports prepared in connection with the *US v United et. al*, criminal case, 2005-15 (D.V.I.). in Yusuf's or the Partnership's possession have been produced.~~



Request for the Production of Documents 6 of 50:

Request for the production of documents, number 6 of 50, relates to Claims Y-6, Y-7 and Y-9 - as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Y-6 - Black Book Balances Owned United," "Y-7 - Ledger Balances Owed United," and "Y-9 - Unreimbursed Transfers from United."

Please provide all United Tenant Account bank statements from 1992 to the present, including all deposit slips and canceled checks; all Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1992 to the present (excluding those provided to the Hamed accountants on the Sage 50 system); as well as all invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, G-Relevant Black Book Entries, H- Ledger Sheets Reflecting United's Payments for Plaza Extra, and I - Summary and Supporting Documentation of Unreimbursed Transfers from United.

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of requests for production together with their sub parts and other discovery exceeds the maximum allowable number of requests for production under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of requests for production.

Defendants further object to the production of the United Tenant Account bank statements from 1992 to the present as overly broad and unduly burdensome. Yusuf Claim Y-9 relates to payments made by United in 1996 and attached to Yusuf's Accounting Claim was the supporting documentation for said claims for that limited period. Production of United's Tenant Account bank statements for four years prior to the claims at issue and for decades thereafter is unduly burdensome and unreasonably cumulative and duplicative, particularly as the information reflecting the substantive basis of the claim has been previously produced in the case and is reproduced as Exhibit I to Yusuf s Accounting Claims. V.I. R. Civ. P. 26(b)(2)(C)(i) and 26(b)(2)(D).

Defendants further object to the production of the ledger statements for 1992 through the present (with the exception of what has previously been produced) as unduly burdensome and unreasonably cumulative and duplicative given that the claims for Y-9 are limited to a single year 1996 and same was produced. V.I. R. Civ. P. 26(b)(2)(C)(i) and 26(b)(2)(D).

Further responding, Yusuf identifies and produces (where not previously produced) the following documents which are otherwise non-objectionable and responsive to this request:

The complete Black Book bate-stamped FY 004411 - 004477 (previously produced). See also attached Bates FY 014955 which was previously produced as Exhibit H to Yusuf's Accounting Claims. See, *Response to Hamed's Second Request for Production of Documents Pursuant to the Claims Discovery Plan of 1/29/2018 Nos. 6-7 of 50 As To Y-6, Black Book Balance Owed United, Y-7 Ledger Balances Owed United, and Y-9 Unreimbursed Transfers Owed United*, May 15, 2018, pp. 4-6)

Deficiency for RFPDs 6 of 50: Yusuf has not responded to the specific requests. Yusuf is claiming United is owed unpaid funds from the Partnership. While Hamed contends these claims are outside the Judge Brady's Limiting Order, Yusuf persists and refuses to drop the claims. Yusuf then expects that Hamed will take him at his word that these balances are legitimate Partnership expenditures and do remain unpaid. In order to ascertain whether these balances legitimate Partnership expenses and are truly unpaid, Hamed needs to see the documentation requested in RFPDs 6. As for the burdensome nature of this request, Yusuf, not Hamed, is the one making claims from 1992. (See FY 004476, "corporate tax 92") This is exactly why Judge Brady limited claims from September 17, 2006 forward.

Please produce the following:

- United Tenant Account bank statements from 1992 to the present, including all deposit slips and canceled checks,
- All Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1992 to the present (excluding those provided to the Hamed accountants on the Sage 50 system), and
- All invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, G-Relevant Black Book Entries, H-Ledger Sheets Reflecting United's Payments for Plaza Extra, and I-Summary and Supporting Documentation of Unreimbursed Transfers from United.



RFPDs 7 of 50:

Request for the production of documents, number 7 of 50, relates to Claims Y-6 and Y-7 - as described in Hamed's November 16, 2017 Motion

for a Hearing Before Special Master as "Y-6 - Black Book Balances Owed United" and "Y-7- Ledger Balances Owed United."

Please provide the complete Black Book referenced in Yusuf Exhibits to the Original Claims, G - Relevant Black Book Entries and the complete ledger document referenced in Exhibit H - Ledger Sheets Reflecting United's Payments for Plaza Extra.

Response:

The complete Black Book bates-stamped FY 004411 - 004477 was previously produced. See also attached Bates FY 014955 which was previously produced as Exhibit H to Yusuf's Accounting Claims. See, *Response to Hamed's Second Request for Production of Documents Pursuant to the Claims Discovery Plan of 1/29/2018 Nos. 6-7 of 50 As To Y-6, Black Book Balance Owed United, Y-7 Ledger Balances Owed United, and Y-9 Unreimbursed Transfers Owed United*, May 15, 2018, p. 6)

Deficiency for RFPDs 7 of 50: Yusuf has not produced the *complete* ledger document referenced in Exhibit H - Ledger Sheets Reflecting United's Payments for Plaza Extra.

Please produce the complete ledger document or state that Yusuf does not have the complete ledger document.

RFPDs 19 of 50:

Request for the Production of Documents, 19 of 50, relates to H-1 (old Claim No. 201): "Reimbursement for sale of the Dorthea condo."

With respect to H-1, please provide all documents relating to the payment received by Fathi Yusuf for the purchase of the Y & S Corporation 1000 shares, including, but not limited to, documents indicating the dates the payments were made to Fathi Yusuf and bank records showing the deposits of the payment made to Fathi Yusuf and any disbursements to the actual shareholders by Fathi Yusuf:

2. In consideration of the transfer of its 1000 shares of Y & S Corporation, Inc., Buyer agrees to pay to seller's nominee, Mr. Fathi Yusuf of 9-C Princess Hill, St. Croix the sum of Nine Hundred thousand (\$900,000.00) Dollars.

3. Price: The amount due and payable hereunder shall be paid over a period of four (4) years in four equal yearly installments, of Two Hundred and Twenty-Five Thousand (\$225,000.00)

Dollars. The first installments shall become due on January 15, 2001, and the remaining installments shall become due on January 15, 2002, January 15, 2003, and January 15, 2004

Request to Admit 37 of 50:

Substantially the same as Yusuf RTA. Admit that the Partners agreed when the Partnership was formed that Fathi Yusuf would provide the services and use of United by the Partnership and the Partnership operated the three Plaza Extra Stores that way.

Response:

Defendants object to this request as vague and ambiguous as to the nature and scope of "the services and use of United by the Partnership."

Deficiency for RTA 37 of 50: This is an improper objection, as the request does not seek details of such use, only the fact that United was used in some manner by the Partnership. Thus, the proper response is admit.

Please let me know your availability to schedule the first Rule 37 as required by the Rule.

Sincerely,



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

Exhibit 5

CARL J. HARTMANN III
ATTORNEY-AT-LAW
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TELEPHONE
(340) 642-4422

ADMITTED: USVI, NM & DC

KIMBERLY L. JAPINGA, (ADMITTED MI, DC)

EMAIL
CARL@CARLHARTMANN.COM

November 28, 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 2 of 2

Dear Attorney Perrell:

This letter summarizes our discussion and agreements regarding each of the outstanding discovery items from our Rule 37 conference on November 12, 2018.

~~Quick Summary:~~

The following claims are ready for Hamed to file his Claim's Motion now: H-15 (interrogatory 18) and H-150 (interrogatory 41).

The following discovery items are ready for Hamed to file his Motion to Compel now: interrogatories 33, 34, 35, 41 (as it relates to Y-11) and request for the production of documents 26, 28, 31 and 32.

Hamed withdraws the following discovery items: interrogatories 25, 28, 41 (as it relates to Y-3 and Y-4 only); request for production of documents 29, 41 (as it relates to ROGs 42 and 43 only), and request to admit 18 and 29.

Once the joint stipulation regarding documents and fact positions is signed, the following discovery items will be withdrawn: interrogatories 41 (as it relates to Y-12 only), 47 and RFPDs 33, 41 (as it relates to ROG 47 only) and RFPDs 43-47.

Once the joint stipulation regarding the documents contained in the BDO report is signed, the following discovery items will be withdrawn: request for production of documents 4 and 38.

EXHIBIT
5

HAMD663606

~~Once the letter requesting documents from Randall P. Andreozzi is jointly signed and sent by the parties, the request for production of documents 5 will be withdrawn.~~

The following discovery items are held in abeyance until the Master rules on the parties' joint motion regarding attorneys' fees for the criminal case: interrogatories 24, 36 and 48 and request for production of documents 41 (as it relates to ROG 48).

Attorney Perrell has agreed to respond to the following discovery items by December 15, 2018: interrogatories 3, 6, 15, 29, 30, 37, 41 (Y-2, Y-10), 44, 45, 49, request for production of documents 2, 6, 7, 19, 23, 24, 30, 34, 40, 41 (as it relates to ROGs 44, 45, & 46) and request to admit 22 and 37.

Detailed Summary:

Interrogatories

Interrogatory 3 of 50 – Relates to H-1 – Reimbursement for Dorthea condo

Attorney Perrell stated that the defendants would be filing a Motion to Strike regarding this claim. She agreed to determine whether there were any more documents to produce related to this claim or whether she would submit a declaration from Fathi Yusuf listing the date he received payments for the Dorthea condo by December 15, 2018. If no documents or declaration are received by December 15th, the parties agree Interrogatory 3 is ready for Hamed's Motion to Compel.

Interrogatory 6 of 50 – Relates to H-33 – Merrill Lynch accounts

Attorney Perrell stated that this interrogatory will be supplemented by December 15, 2018.

 Interrogatory 15 of 50 – Relates to Y-7 – Ledger Balance Owed United

Attorney Perrell stated that this interrogatory will be supplemented by December 15, 2018.

~~Interrogatory 18 of 50 – Relates to H-15, Nejei Yusuf's cash withdrawals from the safe~~

~~Attorney Perrell agreed that this claim is ready for Hamed to make its claim motion.~~

~~Interrogatory 24 of 50 – Relates to H-154 – Attorney and accounting fees paid by the Partnership for the criminal case~~

~~This interrogatory is held in abeyance until the Master rules on the parties' joint motion regarding attorneys' fees for the criminal case.~~

~~Y-10 – Partnership distributions related to the remaining \$178,103.00 for Wally Hamed in the category of “amount owed by Hamed family to Yusuf as per agreement before raid Sept. 2001.”~~

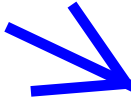
~~Attorney Perrell agreed to supplement this interrogatory with an explanation of what the \$178,103.00 covers and list any documents related to the \$178,103.00 by December 15, 2018.~~

~~Y-11 – Lifestyle Analysis~~

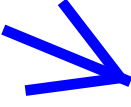
~~Attorney Perrell agreed that not more information would be forthcoming for the interrogatory related to Y-11 and therefore is ready for Hamed’s Motion to Compel.~~

~~Y-12 – Relates to Partnership Foreign Accounts and Jordanian Properties~~

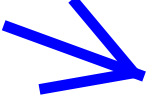
~~Once the stipulation, “2018-11-26 With Greg’s requested changes – mutuality – Joint Stipulation re docs fact positions not disclosed v.2,” emailed to Attorneys Hodges and Perrell by Attorney Hartmann on November 26, 2018 is signed by both parties, this interrogatory as it relates to Y-12 only will be withdrawn.~~

 Interrogatory 44 of 50 – Relates to Mike Yusuf’s deposition testimony as a 30(b)(6) witness for United that the Yusuf claims related to the black book and the ledger were **not** between Hamed and United, but **rather** between the Hameds and the Yusufs.

Attorney Perrell agreed by December 15, 2018 to supplement this interrogatory by explaining why Mike Yusuf’s testimony was incorrect and the black book and ledger entries really are between Hamed and United.

 Interrogatory 45 of 50 – Relates to Mike Yusuf’s deposition testimony as a 30(b)(6) witness for United that the ledger excerpts sent in regard to this case were not the full set of all such ledgers.

Attorney Perrell agreed to review whether any additional ledgers exist and produce them by December 15, 2018. Further, Attorney Perrell agreed this interrogatory would be covered by the stipulation, “2018-11-26 With Greg’s requested changes – mutuality – Joint Stipulation re docs fact positions not disclosed v.2,” emailed to Attorneys Hodges and Perrell by Attorney Hartmann on November 26, 2018.

 Interrogatory 47 of 50 – Relates to the fact that some receipts identifying Partnership withdrawals were destroyed so it would be impossible to reconcile all withdrawals from the Partnership

Once the stipulation, “2018-11-26 With Greg’s requested changes – mutuality – Joint Stipulation re docs fact positions not disclosed v.2,” emailed to Attorneys Hodges and Perrell by Attorney Hartmann on November 26, 2018 is signed by both parties, this interrogatory will be withdrawn.

~~Interrogatory 48 of 50 – Relates to the Joint Defense Agreement in the criminal case~~

This interrogatory is held in abeyance until the Master rules on the parties' joint motion regarding attorneys' fees for the criminal case.

Interrogatory 49 of 50 – Relates to claim Y-10, Partnership Withdrawals

Attorney Perrell agreed to provide additional information regarding the unexplained withdrawals attributed to Waleed Hamed by December 15, 2018 (see interrogatory 41 and RFPDs 23 and 24). Further, Attorney Perrell agreed this interrogatory would be covered by the stipulation, "2018-11-26 With Greg's requested changes – mutuality – Joint Stipulation re docs fact positions not disclosed v.2," emailed to Attorneys Hodges and Perrell by Attorney Hartmann on November 26, 2018.

Request for Production of Documents

RFPDs 2 of 50 – Relates to Merrill Lynch accounts that still existed in 2012 (ML-140-21722, ML-140-07884 and ML-140-07951)

Attorney Perrell agreed to respond to this document request by December 15, 2018.

RFPDs 4 of 50 – Relates to Checks written to Fathi Yusuf for personal use


This request will be withdrawn when the stipulation in Interrogatory 37 is signed by both parties.

RFPDs 5 of 50 – Relates to the monitoring and accounting reports generated from 2006 through 2012.

The parties agree that this RFPDs will be covered by a joint letter sent to Attorney Randy Andreozzi requesting these reports.

 RFPDs 6 of 50 – Relates to United's tenant bank account

Attorney Perrell has agreed to find out whether her client agrees to respond to this request as it relates to United's Tenant banking account from 2006 through May 15, 2018 before December 15, 2018. If her client does not agree to respond, this request will be ready for Hamed's Motion to Compel.

 RFPDs 7 of 50 – Relates to the Partnership's ledgers

Attorney Perrell has agreed to respond to RFPD 7 by December 15, 2018.

Requests to Admit

~~RTA 18 – Relates to no credit for expired (spoiled) inventory discovered at Plaza Extra West~~

Hamed withdraws RTA 18.

RTA 22 – Relates to the half-acre in Estate Tutu

Attorney Perrell agreed to respond to RTA 22 by December 15, 2018.

RTA 29 – Relates to loss of assets due to wrongful dissolution - attorney's fees

Hamed withdraws RTA 29.

RTA 37 – Relates to the Partners agreement that when the Partnership was formed, Fathi Yusuf would provide the services and use of United by the Partnership and the Partnership operated the three Plaza Extra Stores that way

~~Attorney Perrell agreed to respond to RTA 37 by December 15, 2018.~~

Sincerely,



Carl J. Hartmann

cc: Greg Hodges, Joel Holt and Kim Japinga

Exhibit 6

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

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

EXHIBIT
6

**SUPPLEMENTAL RESPONSES
TO HAMED'S DISCOVERY**

Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Supplemental Responses¹ to Hamed's Discovery pursuant to discussion and various letters alleging deficiencies, as follows:

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

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

2. ~~Yusuf Claim Y-14 (Half of the value of the containers at Plaza Extra-Tutu Park), Hamed RFPD 27:~~

~~Yusuf has prepared a detailed analysis of the value of the containers attached hereto as Exhibit 1. To support the calculations as to the value of the items stored in the containers, Yusuf submits various invoices for the types of items stored therein at Bate Numbers FY 015045 – 015134 attached hereto.~~

3. ~~Hamed Claim H-1 (Reimbursement for sale of Dortehea Condo), Hamed Interrog. 3:~~

~~Yusuf supplements his earlier response and confirms that proceeds from the sale were paid and completed before 2006. Yusuf has no records of the payments. Interest was paid directly to a charity as part of the agreement to donate any interest.~~

¹ 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

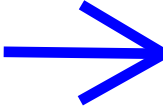
Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: cperrell@dtflaw.com

Attorneys for Fathi Yusuf and United Corporation

Exhibit 7



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

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

EXHIBIT
7

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

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

Exhibit 8

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

8

**HAMED'S SEVENTH INTERROGATORIES PER THE CLAIMS DISCOVERY
PLAN OF 1/29/2018, NOS. 42-48 OF 50**

Pursuant to the stipulated *Joint Discovery Plan*, as ordered by the Special Master on January 29, 2018, Hamed propounds the following Seventh Claims interrogatories numbered 42-48, relating to Yusuf claims:

~~Y-06~~ ~~Black Book Balance Owed United~~

Y-07 Ledger Balance Owed United

Y-09 Unreimbursed Transfers

~~Y-10~~ ~~Past Partnership Withdrawals -- Receipts~~

More particularly, they relate to the attached **Exhibit A** -- an excerpt of the videotaped Deposition of Maher Yusuf (with referenced exhibits) taken under oath in this action; on April 3, 2014. Respondent signing the verification attached hereto is asked to review the attached deposition testimony and the referenced exhibits as being the true and correct testimony under oath of Maher Yusuf and United Corporation in this action.

Interrogatory 42 of 50:

~~Beginning at page 54 and running through this deposition testimony there is reference to \$1.6 million ("the \$1.6 million") that Yusuf/United assert is owed to either United or Yusuf by the Hameds as set forth in Maher Yusuf Deposition Exhibit 144 (attached to **Exhibit A**), Bates numbered HAMD200103, dated August 15th, 2012. Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, what stores or business operations that \$1.6 million relates to and, in full and similar levels of detail, which stores or business operations it does not relate to. Include but do not limit this to a discussion of all underlying documents used for the calculations and the calculations at to which amounts are ascribable to which stores.~~

RESPONSE:



Interrogatory 44 of 50:

Keeping in mind that Maher Yusuf was testifying for United (as its President) in this deposition (it is captioned "30(B)(6) OF UNITED CORP. - MAHER "MIKE" YUSUF) and that Maher Yusuf's testimony, most clearly at pages 73-75, is that the receipts that were added to "calculate" \$1.6 million figure and in the Black Books and ledgers were **not** between Hamed and United, but **rather** between the Hameds and the Yusufs -- correcting amounts in the supermarket partnership, not with United.

Q. (Mr. Hartmann) Okay. And I now am going to show you an Exhibit numbered 149, which is Bates numbered at the upper right-hand corner, HAMD200105, and is a letter addressed on United Corporation stationery to Mr. Mohammad Hamed on August 22nd, 2012 from Fathi Yusuf. Did -- did Fathi Yusuf draw up this letter, or did you?

A. I don't recall if it was me, or me and him, or me alone. I -- I -- I don't -- I don't remember.

Q. Okay. But both of these letters were sent from Fathi Yusuf, right?

A. Yes.

Q. Okay. As a matter of fact, let's look at -- at 144. That's the one with the math on it, or 146, whichever you want.

A. Okay.

Q. Yeah, it's the same one. What does the signature on 144 or 146 say?

Whose signature is that?

A. That's my signa --

Q. You recognize it?

A. -- my signature.

Q. Your signature. But it says, For the Fathi Yusuf, right?

A. Right.

Q. Why would Fathi Yusuf -- you were the president, right, of United?

A. Yes.

Q. And -- and these were not adjustments for United Corporation, these were adjustments for Plaza Extra Supermarkets, is that correct?

A. Yes.

Q. Is that why Fathi Yusuf's name appears on all three of these, because these are partnership reconciliations?

A. Yes. It's for -- it's withdrawals from the store.

Q. Okay.

A. I mean, what's so hard in that?

Q. Nothing.

explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understood the claims against Hamed were owed on April 3, 2014 and if, how and why that has since changed.

RESPONSE:



Interrogatory 45 of 50:

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at pages 57-58:

A. I mean, Mr. Mohammad was pulling, you know, he was pulling some good money.

Q. Right. And if your father wanted to, you called it "pulling some good money"?

A. Yeah, he was pulling some good money, from the numbers you see here.

Q. I see. And was your father pulling some good money?

A. From where?

Q. From you.

A. He was not here. He was in St. Thomas.

Q. No, no. I'm just asking the question. Was he -- first, let's start with, was he pulling it from you?

A. No.

Q. No. Where was your father pulling it?

A. I'm not sure where he was pulling it from. I was not there where he was.

Q. Okay. He was in St. Thomas, right?

A. He was in St. Thomas. I'm in St. Croix.

Q. Okay. So if money was coming out by your father in St. Thomas, you wouldn't have been the one keeping the records, right?

A. No.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently -- where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

RESPONSE:



Interrogatory 47 of 50:

Similarly, Maher Yusuf testified that the ledger entries referenced in regard to this case were sometimes made in ledgers, but also sometimes made in "receipts" and that many of those receipts were destroyed prior to the FBI raid in 2001, most clearly at pages 58-63:

Q. Okay. So -- so for every time money was withdrawn from the safe, one of two things -- when you were in control of it, one or two things happened, is that correct? Either you wrote a line in the ledger for Mohammad Hamed, or you filled out one of these receipts.

A. Right.

Q. What did -- was there a generic name for these receipts that everybody called them?

A. Receipts.

Q. Were they called chits ever?

A. You guys came up with that word.

Q. Oh, okay.

A. I never heard that word before.

Q. Okay. So these were all receipts.

A. Right.

Q. Okay. And -- and so for every transaction where cash was removed from any of the safes, -- There were three safe rooms, one in each store, is that correct?

A. Yes.

Q. -- there would have either been an entry in a ledger, or a receipt, is that correct?

A. Entry in a ledger, or a receipt?

Yes, yes.

Q. Okay. And -- and so just let's take a year, for example, 1998. I know nothing about it. This is a hypothetical question. If in 1998 I went to all three stores and I added up all the ledger entries, and all the chit -- all the receipt entries, I could find out to the penny how much money the Hameds had withdrawn, and how much money the Yusufs had withdrawn, is that correct?

A. That's, yeah, **if we could find the records, yes.**

Q. Yes. And you say that like you are not sure you can find the records.

A. Well, the FBI came in and took a lot of our records. It's still held by the District Court.

Q. I see. But if you could get those all together and add them up, you could get a number, is that correct?

A. Should be able to, yes.

Q. Okay. And to the best of your knowledge, all of those receipts still exist today from 1986 on?

A. No.

Q. Okay. Why don't you tell me about that?

A. About what?

Q. Why -- why some of them don't exist?

A. Should I explain -- that would explain the 1.6 that we have here on the letter.

Q. I'll get there, I swear. I just want to -- right now, I just want to know, I asked you if I could go around and collect all these receipts, add them up and find out how much the Hameds took out, and how much the Yusufs. You said yes. And I said, So I should be able to do that from the -- from back till now, and you said, no, there's a problem. You said some might be in the possession of a third party.

A. Right.

Q. When I have those from the third party, will I then be able to get that number?

A. To physically check every receipt by receipt?

Q. Through all the --

A. **There's -- there's some receipt was destroyed by Waleed Hamed, and some receipts were destroyed by me.**

Q. Okay. Tell me about that.

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, how it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts ("there would have **either** been an entry in a ledger, **or** a receipt ") and some of those ledgers or receipts were intentionally destroyed?

RESPONSE:

Dated: March 31, 2018



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Co-Counsel for Plaintiff
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Christiansted, VI 00820
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Tele: (340) 719-8941

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Counsel for Plaintiff
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Christiansted, VI 00820
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CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of March, 2018, 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

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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



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

MOHAMMED HAMED by His Authorized)
Agent WALEED HAMED,)
)
Plaintiff/Counterclaim Defendant,)
)
vs.) Case No. SX-12-CV-370
)
FATHI YUSUF and UNITED CORPORATION,)
)
Defendants/Counterclaimants,)
)
vs.)
)
WALEED HAMED, WAHEED HAMED, MUFEED)
HAMED, HISHAM HAMED, and PLESSSEN)
ENTERPRISES, INC.,)
)
Additional Counterclaim Defendants.)

THE VIDEOTAPED 30 (b) (6) ORAL DEPOSITION OF UNITED CORPORATION through its representative, MAHER "MIKE" YUSUF, was taken on the 3rd day of April, 2014, at the Law Offices of Adam Hoover, 2006 Eastern Suburb, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 10:07 a.m. and 2:42 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Cheryl L. Haase
Registered Professional Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix U.S.V.I.
(340) 773-8161

EXHIBIT A

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 ~~whether you recall whether those were just Mohammad Hamed's~~
2 withdrawals, or whether they were also Wally's?

3 **A.** I don't remember if anything here was Wally's. I
4 can't remember.

5 **Q.** Okay. You don't know.

6 **A.** I mean, Mr. Mohammad was pulling, you know, he was
7 pulling some good money.

8 **Q.** Right. And if your father wanted to, you called
9 it "pulling some good money"?

10 **A.** Yeah, he was pulling some good money, from the
11 numbers you see here.

12 **Q.** I see. And was your father pulling some good
13 money?

14 **A.** From where?

15 **Q.** From you.

16 **A.** He was not here. He was in St. Thomas.

17 **Q.** No, no. I'm just asking the question. Was he --
18 first, let's start with, was he pulling it from you?

19 **A.** No.

20 **Q.** No.

21 Where was your father pulling it?

22 **A.** I'm not sure where he was pulling it from. I was
23 not there where he was.

24 **Q.** Okay. He was in St. Thomas, right?

25 **A.** He was in St. Thomas. I'm in St. Croix.

Cheryl L. Haase
(340) 773-8161

ROG 45

HAMD659001

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 Q. Okay. So if money was coming out by your father
2 in St. Thomas, you wouldn't have been the one keeping the
3 records, right?

4 A. No.

5 ~~Q. Who would have?~~

6 A. Waheed Hamed.

7 Q. Okay. All right. And -- and did you prepare this
8 letter that we're looking at, the exhibit?

9 A. Yes, I did.

10 Q. And could you explain to me what exactly the --
11 first of all, just generally, in your own terms, describe to
12 me what this letter was for.

13 Why did you send this letter?

14 A. Because they -- they withdrew all this money from
15 Plaza Extra operations, and I wanted to withdraw it to
16 offset this.

17 Q. Okay. So let me -- let me jump back again. I --
18 I kind of lost my track there for a second.

19 You said that for Mr. Mohammad Hamed, you
20 wrote a ledger out.

21 A. Yes.

22 Q. But other people were taking money out, right?

23 A. I never said that.

24 Q. No, no, no. I'm asking you. Besides Mr. Mohammad
25 ~~Hamed, did -- did Wally draw money out, did you draw money~~

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 ~~A. No.~~

2 Q. Oh, you were gone by then?

3 A. Yeah. I was in --

4 Q. Okay.

5 ~~A. -- in construction.~~

6 Q. Okay. So -- so for every time money was withdrawn
7 from the safe, one of two things -- when you were in control
8 of it, one or two things happened, is that correct? Either
9 you wrote a line in the ledger for Mohammad Hamed, or you
10 filled out one of these receipts.

11 A. Right.

12 Q. What did -- was there a generic name for these
13 receipts that everybody called them?

14 A. Receipts.

15 Q. Were they called chits ever?

16 A. You guys came up with that word.

17 Q. Oh, okay.

18 A. I never heard that word before.

19 Q. Okay. So these were all receipts.

20 A. Right.

21 Q. Okay. And -- and so for every transaction where
22 cash was removed from any of the safes, --

23 There were three safe rooms, one in each
24 store, is that correct?

25 A. Yes.

Cheryl L. Haase
(340) 773-8161

ROG 47

HAMD659005

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 **Q.** -- there would have either been an entry in a
2 ledger, or a receipt, is that correct?

3 **A.** Entry in a ledger, or a receipt?

4 Yes, yes.

5 **Q.** Okay. And -- and so just let's take a year, for
6 example, 1998. I know nothing about it. This is a
7 hypothetical question. If in 1998 I went to all three
8 stores and I added up all the ledger entries, and all the
9 chit -- all the receipt entries, I could find out to the
10 penny how much money the Hameds had withdrawn, and how much
11 money the Yusufs had withdrawn, is that correct?

12 **A.** That's, yeah, if we could find the records, yes.

13 **Q.** Yes. And you say that like you are not sure you
14 can find the records.

15 **A.** Well, the FBI came in and took a lot of our
16 records. It's still held by the District Court.

17 **Q.** I see. But if you could get those all together
18 and add them up, you could get a number, is that correct?

19 **A.** Should be able to, yes.

20 **Q.** Okay. And to the best of your knowledge, all of
21 those receipts still exist today from 1986 on?

22 **A.** No.

23 **Q.** Okay. Why don't you tell me about that?

24 **A.** About what?

25 **Q.** Why -- why some of them don't exist?

Cheryl L. Haase
(340) 773-8161

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 **A.** Should I explain -- that would explain the 1.6
2 that we have here on the letter.

3 **Q.** I'll get there, I swear. I just want to -- right
4 now, I just want to know, I asked you if I could go around
5 and collect all these receipts, add them up and find out how
6 much the Hameds took out, and how much the Yusufs. You said
7 yes.

8 And I said, So I should be able to do that
9 from the -- from back till now, and you said, no, there's a
10 problem. You said some might be in the possession of a
11 third party.

12 **A.** Right.

13 **Q.** When I have those from the third party, will I
14 then be able to get that number?

15 **A.** To physically check every receipt by receipt?

16 **Q.** Through all the --

17 **A.** There's -- there's some receipt was destroyed by
18 Waleed Hamed, and some receipts were destroyed by me.

19 **Q.** Okay. Tell me about that.

20 ~~**A.** Sure. In 2000 -- that's, I'm -- to explain to~~
21 ~~you, that's where the 1.6, I'm going to explain.~~

22 **Q.** I -- I understand that.

23 **A.** Okay.

24 **Q.** But right now, just tell me how --

25 ~~**A.** Because it comes -- it's going to drive to this.~~

Cheryl L. Haase
(340) 773-8161

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 And is this the letter that you were
2 discussing that you had received?

3 A. Yes.

4 Q. And you didn't receive this until when, did you
5 say? Oh, I'm sorry. You said you didn't read it until
6 when?

7 A. I don't know what, if I got it a day or two days
8 after, or three days after, I'm not sure. But I don't -- I
9 don't -- I read it a couple days after, a day or so after I
10 got it.

11 Q. After you got it?

12 A. Yeah.

13 Q. How -- when did you read it in relationship to
14 when you took the money out of the bank?

15 A. I don't know a day. I told you a day after I got
16 it. After I got this letter.

17 Q. When did you take the money out of the bank,
18 let -- let me say that.

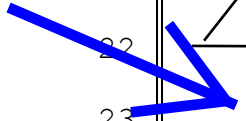
19 Do you recall?

20 A. I don't -- I don't recall that.

21 (Deposition Exhibit No. 149 was
22 marked for identification.)

23 Q. (Mr. Hartmann) Okay. And I now am going to show
24 you an Exhibit numbered 149, which is Bates numbered at the
25 upper right-hand corner, HAMD200105, and is a letter

ROG 44



30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 addressed on United Corporation stationery to Mr. Mohammad
2 Hamed on August 22nd, 2012 from Fathi Yusuf.

3 Did -- did Fathi Yusuf draw up this letter,
4 or did you?

5 **A.** I don't recall if it was me, or me and him, or me
6 alone. I -- I -- I don't -- I don't remember.

7 **Q.** Okay. But both of these letters were sent from
8 Fathi Yusuf, right?

9 **A.** Yes.

10 **Q.** Okay. As a matter of fact, let's look at -- at
11 144. That's the one with the math on it, or 146, whichever
12 you want.

13 **A.** Okay.

14 **Q.** Yeah, it's the same one.

15 What does the signature on 144 or 146 say?
16 Whose signature is that?

17 **A.** That's my signa --

18 **Q.** You recognize it?

19 **A.** -- my signature.

20 **Q.** Your signature.

21 But it says, For the Fathi Yusuf, right?

22 **A.** Right.

23 **Q.** Why would Fathi Yusuf -- you were the president,
24 right, of United?

25 **A.** Yes.

Cheryl L. Haase
(340) 773-8161

30(B) (6) OF UNITED CORP. - MAHER "MIKE" YUSUF -- DIRECT

1 Q. And -- and these were not adjustments for
2 United Corporation, these were adjustments for Plaza Extra
3 Supermarkets, is that correct?

4 A. Yes.

5 Q. Is that why Fathi Yusuf's name appears on all
6 three of these, because these are partnership
7 reconciliations?

8 A. Yes. It's for -- it's withdrawals from the store.

9 Q. Okay.

10 A. I mean, what's so hard in that?

11 Q. Nothing.

12 ~~And is -- and is this third letter that I've~~
13 ~~given you, 149, this is the one that either you or you and~~
14 ~~your father worked on, and you said, did you not, That your~~
15 ~~response letter through your agent, Waleed Hamed, does not~~
16 ~~deny the validity of any of the amounts stated as owing and~~
17 ~~outstanding.~~

18 Is that what you said, that his letter did
19 not refute that?

20 A. Yeah.

21 Q. Okay. Now, let's turn to his letter, 147, and if
22 you'd review that briefly?

23 A. (Witness reviewing document.)

24 Q. Okay. And in that letter, did Mr. Hamed say these
25 figures have not been agreed to?

UNITED CORPORATION
d/b/a PLAZA EXTRA SUPERMARKET
4C & 4D Sion Farm
Christianssted, VI 00820

BY HAND DELIVERY

*Received by
8/16/2012*

Date: August 15, 2012

Mohammed Hamed
By and through Waleed Hamed
Plaza Extra Supermarket
Sion Farm Store
Christianssted, VI, 00820

Re: Notice of Withdrawal

Dear Mr. Hamed,

The amount of \$2,784,706.25 will be withdrawn from United's operating account effective August 15th, 2012. This amount equals the proceeds you previously withdrew through your agent Waleed Hamed. To ensure full accuracy, attached are the receipts you requested during mediation demonstrating the \$1,095,381.75 of withdrawals. The below itemized amounts are not in dispute.

Past Confirmed Withdrawals	\$1,600,000.00
Additional Withdrawals per the attached requested receipts	\$1,095,381.75
Fifty percent (50%) of St. Maarten Bank Account	\$44,335.50
Fifty percent (50%) of Cairo Amman Bank	\$44,696.00

Should you have any concerns about these amounts, please provide the basis for your concerns in writing. Thank you;

Yours,
[Signature]
for Bahi Yusuf



HAMD200103

HAMD599213
HAMD659028

UNITED CORPORATION
d/b/a PLAZA EXTRA SUPERMARKET
4C & 4D Sion Farm
Christiansted, VI 00820

BY HAND DELIVERY

*Received by
8/16/2012*

Date: August 15, 2012

Mohammed Hamed
By and through Waleed Hamed
Plaza Extra Supermarket
Sion Farm Store
Christiansted, V.I. 00820

Re: Notice of Withdrawal

Dear Mr. Hamed,

The amount of \$2,784,706.25 will be withdrawn from United's operating account effective August 15th, 2012. This amount equals the proceeds you previously withdrew through your agent Waleed Hamed. To ensure full accuracy, attached are the receipts you requested during mediation demonstrating the \$1,095,381.75 of withdrawals. The below itemized amounts are not in dispute.

Past Confirmed Withdrawals	\$1,600,000.00
Additional Withdrawals per the attached requested receipts	\$1,095,381.75
Fifty percent (50%) of St. Maarten Bank Account	\$44,355.50
Fifty percent (50%) of Cairo Amman Bank	\$44,696.00

Should you have any concerns about these amounts, please provide the basis for your concerns in writing. Thank you.

Yours,
[Signature]
for Fathi Yusuf



YUSF106059

HAMD599214
HAMD659029

FY 004123

DEFENDANTS' RESPONSE
0112036

UNITED CORPORATION

4-C & 4-D Estate, Sign Farm

P.O. Box 763

Christiansted, VI 00820

Date: August 22, 2012.

HAND DELIVERY

Mohammed Hamed

By Waheed Hamed

Dear Mohammed Hamed:

Re: Set-Off

Your response letter, through your agent Waheed Hamed, does not deny the validity of any of the amounts stated as owing and outstanding to United Corporation. Your letter requests that an accounting be done for other matters, which is a separate issue. Please reduce to writing those other matters you contend are owed, and provide the supporting documentation.

Accordingly, the amount requested will be withdrawn.

Thank you.

Cordially,

Pathi Yusuf
Pathi Yusuf



Exhibit 9

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

9

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 SEVENTH INTERROGATORIES PER THE CLAIM
DISCOVERY PLAN OF 1/29/2018 NOS. 42-48 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 Seventh Set of Interrogatories
per the Claims Discovery Plan of 1/29/2018, Nos. 42-48 of 50.

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:

(1) Defendants object to these Interrogatories to the extent they may impose
obligations different from or in addition to those required under the Virgin Islands Rules of Civil
Procedure.

(2) Defendants object to these Interrogatories to the extent that they use the words
"any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not
reasonably calculated to lead to the discovery of admissible evidence.

(3) Defendants object to these Interrogatories to the extent they seek information
which is protected by the attorney-client privilege or work-product doctrine, including
~~information prepared in anticipation of litigation, or for trial, by or on behalf of Defendants or~~

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AND FEUERZEIG, LLP**

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HAMD660448

~~(8) Defendants object to these Interrogatories to the extent that they are compound and not a single Request. Hence, these Interrogatories should be counted as more than a single Request such that when all of the subparts are included together with other Interrogatories they exceed the 50 Interrogatories allowed in the Joint Discovery and Scheduling Plan ("JDSP").~~

Pursuant to the stipulated *Joint Discovery Plan*, as ordered by the Special Master on January 29, 2018, Hamed propounds the following Seventh Claims interrogatories numbered 42-48, relating to Yusuf claims:

~~Y-06 Black Book Balance Owed United~~

Y-07 Ledger Balance Owed United

Y-09 Unreimbursed Transfers

~~Y-10 Past Partnership Withdrawals – Receipts~~

More particularly, they relate to the attached **Exhibit A** – an excerpt of the videotaped Deposition of Maher Yusuf (with referenced exhibits) taken under oath in this action; on April 3, 2014. Respondent signing the verification attached hereto is asked to review the attached deposition testimony and the referenced exhibits as being the true and correct testimony under oath of Maher Yusuf and United Corporation in this action.

RESPONSES TO INTERROGATORIES

Interrogatory 42 of 50:

Beginning at page 54 and running through this deposition testimony there is reference to \$1.6 million ("the \$1.6 million") that Yusuf/United assert is owed to either United or Yusuf by the Hameds as set forth in Maher Yusuf Deposition Exhibit 144 (attached to **Exhibit A**), Bate numbered HAMD200103, dated August 15th, 2012. Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, what stores or business operations that \$1.6 million relates to and, in full and similar levels of detail, which stores or business operations it does not relate to. Include but do not limit this to a discussion of all underlying documents used for the calculations and the calculations at to which amounts are ascribable to which stores.

Response:

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AND FEUERZEIG, LLP

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(340) 774-4422

HAMD660450



Interrogatory 44 of 50:

Keeping in mind that Maher Yusuf was testifying for United (as its President) in this deposition (it is captioned “30(B)(6) OF UNITED CORP. – MAHER “MIKE” YUSUF) and that Maher Yusuf’s testimony, most clearly at pages 73-75, is that the receipts that were added to “calculate” \$1.6 million figure and it the Black Books and ledgers were **not** between Hamed and united, but **rather** between the Hameds and the Yusufs – correcting amounts in the supermarket partnership, not with United.

Deposition Transcript Excerpt [given the length same was not reproduced herein].

explain in detail, including reference to the phrases “these were **not** adjustments for United Corporation” but were “partnership reconciliations”, any applicable documents dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understand the claims against Hamed were owed on April 3, 2014 and it, how and why that has since changed.

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

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HAMD660453

Interrogatory 45 of 50:

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at page 57-58:

Deposition Transcript Excerpt [given the length same was not reproduced herein].

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to who (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently--where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

**DUDLEY, TOPPER
AND FEUERZEIG, LLP**

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

(340) 774-4422

HAMD660454



Interrogatory 47 of 50:

Similarly, Maher Yusuf testified that the ledger entries referenced in regard to this case were sometimes made in ledgers, but also sometimes made in “receipts” and that many of those receipts were destroyed prior to the FBI raid in 2001, most clearly at page 58-63.

Deposition Transcript [given the length, same was not reproduced herein].

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to who (or what entity) the amounts are owed, witnesses, how it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts (“there would have **either** been an entry in a ledger, or a receipt”) and some of those ledgers or receipts were intentionally destroyed?

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

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HAMD660456

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: May 15th, 2018

By: 

CHARLOTTE K. PERRELL

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: cperrell@dtflaw.com

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

It is hereby certified that on this 15th day of May, 2018, I caused the foregoing a true and exact copy of the foregoing **RESPONSE TO HAMED'S SEVENTH INTERROGATORIES PER THE CLAIMS DISCOVERY PLAN OF 1/29/2018, NOS. 42-48** 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

Carl Hartmann, III, Esq.

5000 Estate Coakley Bay, #L-6

Christiansted, VI 00820

Email: carl@carlhartmann.com

Mark W. Eckard, Esq.

HAMM & ECKARD, LLP

5030 Anchor Way – Suite 13

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U.S. Virgin Islands 00820-4692

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Jeffrey B.C. Moorhead, Esq.

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1132 King Street

Christiansted, St. Croix

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AND FEUERZEIG, LLP**

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Exhibit 10

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.

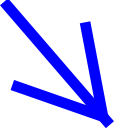
FATHI YUSUF,

Defendant.

**EXHIBIT
10**

**HAMED'S SECOND REQUESTS FOR THE PRODUCTION OF DOCUMENTS
PURSUANT TO THE CLAIMS DISCOVERY PLAN OF 1/29/2018,**

**NOS. 6-7 OF 50 AS TO Y-6, BLACK BOOK BALANCE OWED UNITED,
Y-7 LEDGER BALANCES OWED UNITED, AND
Y-9 UNREIMBURSED TRANSFERS OWED UNITED**



RFPDs 6 of 50:

Request for the production of documents, number 6 of 50, relates to Claims Y-6, Y-7 and Y-9 – as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Y-6 – Black Book Balances Owed United,” “Y-7 – Ledger Balances Owed United,” and “Y-9 – Unreimbursed Transfers from United.”

Please provide all United Tenant Account bank statements from 1992 to the present, including all deposit slips and canceled checks; all Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1992 to the present (excluding those provided to the Hamed accountants on the Sage 50 system); as well as all invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, G – Relevant Black Book Entries, H – Ledger Sheets Reflecting United’s Payments for Plaza Extra, and I – Summary and Supporting Documentation of Unreimbursed Transfers from United.

Response:



RFPDs 7 of 50:

Request for the production of documents, number 7 of 50, relates to Claims Y-6 and Y-7 – as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Y-6 – Black Book Balances Owed United” and “Y-7 – Ledger Balances Owed United.”

Please provide the complete Black Book referenced in Yusuf Exhibits to the Original Claims, G – Relevant Black Book Entries and the complete ledger document referenced in Exhibit H – Ledger Sheets Reflecting United’s Payments for Plaza Extra.

Response:

Dated: February 9, 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 9th 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
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Christiansted, VI 00820
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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 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,)

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
11

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 SECOND REQUEST FOR PRODUCTION OF
DOCUMENTS PURSUANT TO THE CLAIMS DISCOVERY PLAN OF 1/29/2018
NOS. 6-7 OF 50 AS TO Y-6, BLACK BOOK BALANCE OWED UNITED,
Y-7 LEDGER BALANCES OWED UNITED, AND
Y-9 UNREIMBURSED TRANSFERS OWED UNITED**

~~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 Second Request for Production of Documents Pursuant to the Claims Discovery Plan of 1/29/2018, Nos. 6-7 of 50 As To Y-6, Black Book Balance Owed United, Y-7 Ledger Balances Owed United, and Y-9 – Unreimbursed Transfers Owed United.

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:

(1) Defendants object to these Interrogatories to the extent they may impose obligations different from or in addition to those required under the Virgin Islands Rules of Civil Procedure.

(2) Defendants object to these Requests for Production to the extent that they use the words "any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

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AND FEUERZEIG, LLP**

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(340) 774-4422

HAMD660253

~~without prejudice to their right to make any use of, or proffer at any hearing or at trial evidence~~
later discovered, and are based only upon information presently available. If any additional, non-privileged, responsive information is discovered, these Requests for Production will be supplemented to the extent that supplementation may be required by the Virgin Islands Rules of Civil Procedure.

(8) Defendants object to these Requests for Production to the extent that they are compound and not a single Request. Hence, these Requests for Production should be counted as more than a single Request such that when all of the subparts are included together with other Requests for Production they exceed the 50 Requests for Production established in the Joint Discovery and Scheduling Plan.

RESPONSES TO REQUESTS FOR PRODUCTION



RFPDs 6 of 50:

Request for the production of documents, number 6 of 50, relates to Claims Y-6, Y-7 and Y-9 – as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Y-6 – Black Book Balances Owned United," "Y-7 –Ledger Balances Owed United," and "Y-9 – Unreimbursed Transfers from United."

Please provide all United Tenant Account bank statements from 1992 to the present, including all deposit slips and canceled checks; all Plaza Extra adjusted journal entries related to United transfers and general ledger statements from 1992 to the present (excluding those provided to the Hamed accountants on the Sage 50 system); as well as all invoices, receipts or other documentation substantiating each entry on Yusuf Exhibits to the Original Claims, G- Relevant

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AND FEUERZEIG, LLP**

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HAMD660255

Black Book Entries, H- Ledger Sheets Reflecting United's Payments for Plaza Extra, and I- Summary and Supporting Documentation of Unreimbursed Transfers from United.

Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of requests for production together with their sub parts and other discovery exceeds the maximum allowable number of requests for production under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of requests for production.

Defendants further object to the production of the United Tenant Account bank statements from 1992 to the present as overly broad and unduly burdensome. Yusuf Claim Y-9 relates to payments made by United in 1996 and attached to Yusuf's Accounting Claim was the supporting documentation for said claims for that limited period. Production of United's Tenant Account bank statements for four years prior to the claims at issue and for decades thereafter is unduly burdensome and unreasonably cumulative and duplicative, particularly as the information reflecting the substantive basis of the claim has been previously produced in the case and is re-produced as Exhibit I to Yusuf's Accounting Claims. V.I. R. Civ. P. 26(b)(2)(C)(i) and 26(b)(2)(D).

Defendants further object to the production of the ledger statements for 1992 through the present (with the exception of what has previously been produced) as unduly burdensome and unreasonably cumulative and duplicative given that the claims for Y-9 are limited to a single year 1996 and same was produced. V.I. R. Civ. P. 26(b)(2)(C)(i) and 26(b)(2)(D).

Further responding, Yusuf identifies and produces (where not previously produced) the following documents which are otherwise non-objectionable and responsive to this request:

The complete Black Book bate-stamped FY 004411 – 004477 (previously produced).
See also attached Bates FY 014955 which was previously produced as Exhibit H to Yusuf's Accounting Claims.



RFPDs 7 of 50:

Request for the production of documents, number 7 of 50, relates to Claims Y-6 and Y-7 – as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Y-6 – Black Book Balances Owed United" and "Y-7- Ledger Balances Owed United."

Please provide the complete Black Book referenced in Yusuf Exhibits to the Original Claims, G- Relevant Black Book Entries and the complete ledger document referenced in Exhibit H – Ledger Sheets Reflecting United's Payments for Plaza Extra.

Response:

The complete Black Book bate-stamped FY 004411 – 004477 was previously produced. *See* also attached Bates FY 014955 which was previously produced as Exhibit H to Yusuf's Accounting Claims.

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: May 15, 2018

By:



CHARLOTTE K. PERRELL

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

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*Attorneys for Fathi Yusuf and United
Corporation*

CERTIFICATE OF SERVICE

It is hereby certified that on this 15th day of May, 2018, I caused the foregoing a true and exact copy of the foregoing **RESPONSE TO HAMED'S SECOND REQUESTS FOR THE PRODUCTION OF DOCUMENTS PURSUANT TO CLAIMS DISCOVERY PLAN OF 1/29/2018** to be served upon the following via Case Anywhere docketing system:

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HAMD660258

Exhibit 12

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

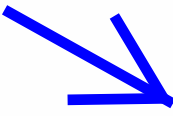
WALEED HAMED, as Executor of the)	
Estate of MOHAMMAD HAMED,)	
)	
Plaintiff/Counterclaim Defendant,	)	CIVIL NO. SX-12-CV-370
v.)	
	)	ACTION FOR INJUNCTIVE
FATHI YUSUF and UNITED CORPORATION,	)	RELIEF, DECLARATORY
	)	JUDGMENT, AND
Defendants/Counterclaimants,	)	PARTNERSHIP DISSOLUTION,
v.	)	WIND UP, AND ACCOUNTING
)	
WALEED HAMED, WAHEED HAMED,)	
MUFEEED 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,)	
)	
<u>Defendant.</u>)	
)	
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,)	
)	
<u>Defendant.</u>)	

UNITED'S BRIEF IN OPPOSITION TO MOTION TO
STRIKE UNITED CLAIMS Y-6, Y-7 and Y-9

EXHIBIT
12

INTRODUCTION

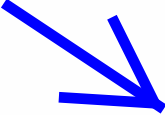
~~The three claims that are the subject of this motion are claims by United Corporation (“United”) for amounts owed to it by the Partnership. Plaintiff argues that these claims should be struck on statute of limitations grounds, because they are based on transactions which predate September 12, 2006, which is six years before September 12, 2012, the date when United and Yusuf’s counterclaim is treated as having been filed. Hamed’s argument ignores extensive briefing on the statute of limitations that United made in connection with both its own motion for partial summary judgment re: rent, and in its opposition to Hamed’s motion for summary judgment based on the statute of limitations. In that briefing,¹ which was supported by two declarations of Yusuf, United gave a number of reasons why the statute of limitations was no bar to rent claims covering the period 1994 to 2004. Judge Brady relied on some of those arguments (and did not reach others) when he rejected Hamed’s statute of limitations defense and ordered payment to United of past due rent for the 1994 to 2004 time period in the amount of \$3,999,679.73. See April 27, 2015 Memorandum Opinion and Order, p. 10. Many of the arguments made by United in the statute of limitations briefing regarding its rent claims apply equally to the claims that are the subject of this Motion to Strike. There are, at the very least, issues of fact regarding the statute of limitations that will have to be fleshed out in discovery before the Master can render a decision on these United claims. For this reason, Hamed’s Motion to Strike should be denied.~~




¹See, e.g., Defendants’ 6/6/14 Brief in Opposition to Hamed’s Motion for Partial Summary Judgment Regarding Statute of Limitations Defense and Defendants’ 8/12/14 Motion for Partial Summary Judgment Regarding Rent, and declarations of Yusuf attached to each. Yusuf’s 8/12/14 Declaration is attached hereto as **Exhibit A**.

ARGUMENT

~~The United claim that Hamed refers to as “Y-6” is based on a 1994 reconciliation of entries made in a black ledger book (the “Black Book”) that was used by the partners to track spending and withdrawals as between the Partners and their families, as well as expenditures made by United on behalf of the Plaza Extra Stores from United accounts. The tabulation of these entries reveals that the Partnership owes United \$49,997.00 for various expenses it paid on behalf of the Partnership. See **Exhibit G**², Relevant Black Book Entries.³~~



The United claim that Hamed designates as “Y-7” is based on entries in a ledger book that showed expenses of the Partnership that were advanced by United. After the last entries in the Black Book made in January 1994, United paid \$199,760.00 for various expenses of the Partnership in 1994, 1995, and 1998. These payments are reflected in sheets from a ledger book whose entries are in Waleed Hamed’s handwriting. See **Exhibit H**, Ledger Sheets Reflecting United’s Payments for Plaza Extra. A total amount of \$199,760.00 paid by United remains due and owing to United on claim Y-7.



The United claim that Hamed has designated as Y-9 is \$188,132; it represents unreimbursed transfers by United to cover Partnership expenses from 1996 that do not appear in the attached Ledger Sheets. See **Exhibit I**, Summary and Supporting Documentation of Unreimbursed Transfers from United.

~~² For the sake of convenience, United is retaining the same exhibit designations (G, H and I) that were used to designate these three exhibits in the September 30, 2016 document setting forth United’s and Yusuf’s claims.~~

~~³ While Hamed asserts in his Motion that the \$49,997 claim arising from the Black Book entries is Yusuf’s partner claim, rather than a United claim, the Black Book indicates otherwise, by using the words “United paid out” to describe what is shown on the pages. Mr. Yusuf will testify in deposition or at a hearing before the Master that the payments that make up the net total of \$49,997.00 were made by United, not himself, and hence that this is indeed a United claim.~~

~~Consistent with Yusuf's declarations submitted in Defendants' briefing on the statute of limitations defense asserted in connection with the rent claims, the evidence will show that Yusuf and Hamed agreed that any Partnership expenses advanced by United from revenues earned in rents paid by third party tenants for space at the United Shopping Center would be reconciled with the Partnership whenever Yusuf in his exclusive discretion determined that they should be reconciled. Yusuf will testify that he was willing to defer that reconciliation (for many years) between United and the Partnership in order to help grow the supermarket business, just as he was willing to defer collection of rent in order to grow the supermarket business. See Exhibit A, Declaration of Fathi Yusuf, ¶ 3. Yusuf will further testify that Hamed understood and agreed that United would not be entitled to reimbursement for those expenses until Yusuf determined that it made economic sense for the supermarket business to make that reimbursement. This agreement between Hamed and Yusuf means that the debts did not accrue for statute of limitations purposes until Yusuf determined that they should be paid (i.e., when he filed his counterclaim in the instant case), and that Hamed's reliance on the statute of limitations defense as to the claims at issue in the Motion to Strike is without merit.~~

Yusuf will testify that even if he had been inclined to declare reimbursement for United's advances due at an earlier time, the pendency of the criminal case precluded him from doing so until late 2011. As explained in his August 12, 2014 declaration attached to his motion for partial summary judgment on the rent issue, all of the Plaza Extra accounts were frozen by an injunction entered contemporaneously with the filing of the criminal case in September 2003.

~~See Exhibit A, Declaration of Fathi Yusuf, ¶ 8. In addition, both the Black Book and the ledger had been seized by the FBI in the October 2001 raid that preceded the filing of the criminal case, which made calculations of the amounts owed to United very difficult. See id. at ¶ 8. Finally, the criminal defense lawyers had instructed Yusuf and the other defendants not to take any action~~

~~that would support the existence of a partnership, and thereby draw Mohammad Hamed (who was not named in the indictment) into the criminal case. See id. at ¶ 8. It was not until the injunction was relaxed in late 2011 and early 2012 that the Partnership could have made reimbursement for United's advances. Thus, even apart from the fact that Yusuf never exercised his exclusive authority to declare these advances due and payable until after the instant case was brought, the doctrine of equitable tolling would apply because he was prevented by extraordinary circumstances from doing so until late 2011. See *Podobnik v. U.S. Postal Serv.*, 409 F.3d 584, 591 (3d Cir. 2005) (holding that equitable tolling of the statute of limitations is appropriate where, *inter alia*, "the plaintiff in some extraordinary way has been prevented from asserting his rights").~~

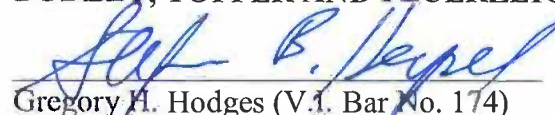
In summary, the facts previously adduced in the briefing on the rent claim show that United's claims for reimbursement are not barred by the statute of limitations, just as Judge Brady concluded that United's multi-million dollar claims for rent going back to 1994 were not time-barred. If Hamed learns facts during discovery which breathe new life into his limitations defense, he can present them to the Master for consideration in resolving the claim. Hamed's ~~Motion to Strike the three United Claims he designates as Y 6, Y 7 and Y 9 should be denied.~~

Respectfully submitted,

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: January 11, 2018

By:



Gregory H. Hodges (V.I. Bar No. 174)

Stefan B. Herpel (V.I. Bar No. 1019)

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Attorneys for Defendants/Counterclaimants

CERTIFICATE OF SERVICE

It is hereby certified that on this 11th day of January, 2018, I served a true and correct copy of the foregoing **YUSUF'S BRIEF IN OPPOSITION TO MOTION TO STRIKE UNITED CLAIMS Y-6, Y-7 and Y-9**, which complies with the page and word limitations set forth in Rule 6-1(e), via the Case Anywhere docketing system:

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The Honorable Edgar A. Ross
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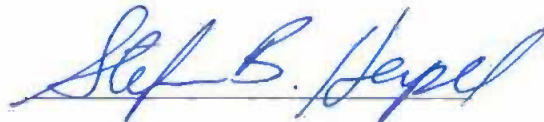


EXHIBIT H

Unit ~~ed~~ per ~~ed~~ out for Plaza

5/23/94	Share	Nesky	Historic			1
5/20	Prudon	trial	Bach		400.00	2
9/23	Core	sp	ubs	proby	30,000.00	3
5	Rehrin	for	X 2	100.00	45,010.00	4
	Bed	and	Banch		1,000.00	5
2/7/95	Proby	for	United	1993	350.00	6
5/5	Peters	form	Investm.	1994	20,000.00	7
9/31	Proby	for	United	1994	60,000.00	8
5/2/98	Bed room	set	for	Alt	40,000.00	9
					3,000.00	10
						11
						12
						13
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						26
						27

EXHIBIT I

Funds Transferred from United's Tenant Account to Plaza Extra - Owed to United

Year	Month	Amount
1996	Jan	15,900
1996	Jan	30,300
1996	Mar	3,000
1996	Apr	6,000
1996	Apr	5,000
1996	Apr	8,000
1996	May	4,000
1996	May	13,000
1996	May	1,500
1996	May	3,500
1996	May	5,500
1996	June	5,000
1996	June	3,500
1996	June	10,000
1996	June	6,000
1996	June	2,000
1996	July	1,000
1996	July	4,182
1996	July	17,000
1996	Aug.	10,000
1996	Aug	3,500
1996	Aug	4,300
1996	Aug	12,000
1996	Sept	950
1996	Oct	12,000
1996	Dec	1,000
		188,132

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

AJE #2

January 1996

<u>Check #</u>	<u>G/L Acct. #</u>	<u>Disbursements</u>	
565	5300	566.00 *	Alfred Ferrol
566	5350	27.20 *	Bob-A-Ru
567	1201	15,900.00 *	Plaza Transfer
568	5300	659.68 *	Barthelmy Joseph
569	0	Void *	Void
570	6690	600.00 *	Larry Motta
571	6690	300.00 *	Larry Motta
572	5300	2,400.00	Rudy Caines
573	5300	35.00 *	Luis Laurencin
574	5300	226.05 *	Texaco Caribbean
575	1201	30,300.00 *	Plaza Transfer
576	6690	303.75 *	Larry Motta
577	5300	1,200.00	Rudy Caines
578	5300	291.00 *	The Glass Shop
579	5300	90.00 *	Ocean Systems
580	5300	200.00 *	Robert Rivera
581	6690	307.66	Larry Motta
582	6150	146.89	STSJ Telephone
583	5300	60.00	Lonis Laurencin
584	5300	748.00	The Glass Shop
585	2200	1,557.14	Gross Receipts - Dec. 1995
586	5250	187.50	Bryant, White
		56,105.77	

Virgin Islands Community Bank
 Account #182--600135
 Tenant Account

AJE #2

February 1996

Check #	G/L Acct. #	Disbursements
587	5300	1,500.00 * Alfred Ferrol
588	6690	200.00 * Robert Rivera
589	6690	300.00 * Larry Motta
590	5300	2,700.00 Rudt Calnes
591	6250	1,054.02 * WAPA
592	5300	611.10 * Pan Am Dist.
593	5300	114.00 * Pan Am Dist.
594	6250	530.50 * WAPA
595	6690	200.00 * Robert Rivera
596	6690	311.05 * Larry Motta
597	5400	38.25 * St. Croix Avis
598	6150	✓ 97.92 * VITELCO
599	5300	90.00 * Enger Phillips
600	5300	807.31 * Alfred Ferrol
601	6690	200.00 * Robert Rivera
602	6690	316.45 * Larry Motta
603	5300	75.00 Dad V. Onestop
604	5300	90.00 * Ocean System
605	5300	700.00 * James Estridge
606	6690	200.00 * Robert Rivera
607	5300	165.00 Sunny Refridg.
608	6690	315.49 * Larry Motta
609	6150	✓ 36.63 * VITELCO
610	6710	✓ 1,000.00 * Usra Yusuf
611	2200	1,598.27 V.I. B.I.R. - Gross Tax
612	6150	✓ 117.17 STSJ Telephone
613	0	Void * Void
		13,368.16

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

AJE #2

March 1996

Check #	G/L Acct. #	Disbursements
614	6690	200.00 * Roberto Rivera
615	1201	3,000.00 * Plaza Extra
616	5300	257.00 * Errol Lindsey
617	6690	304.70 * Larry Motta
618	1201	34.98 * Plaza Extra
619	6690	200.00 * Roberto Rivera
620	5300	46.50 * Frederick Barry
621	6690	300.00 * Larry Motta
622	6250	907.63 * WAPA
623	6250	220.46 * WAPA
624	6690	200.00 * Roberto Rivera
625	5300	180.00 * Errol Lindsey
626	6690	314.25 * Larry Motta
627	5300	1,200.00 Rudy Caines
628	6150	✓134.85 STSJ Telephone
629	5300	218.60 Roof tops
630	6690	200.00 * Roberto Rivera
631	6690	311.25 * Larry Motta
632	5300	1,200.00 Rudy Caines
633	6150	✓33.15 * Vitalco
634	2200	1,069.07 VIBIR - Gross Receipts - Feb 1996

10,532.34

072-2053

FY 014968

HAMD654243

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #2

April 1996

Check #	G/L Acct. #	Disbursements
635	6690	200.00 * Roberto Rivera
636	6690	300.00 * Larry Motta
637	5300	1,500.00 * Rudy Caines
638	5300	90.00 * Ocean Systems
639	5300	30.00 * Edgar Phillips
640	6250	962.02 * WAPA
641	1201	6,000.00 * Plaza Transfer
642	6690	160.00 * Roberto Rivera
643	5300	55.97 * Glidden Paint
644	6250	321.94 * WAPA
645	6690	305.97 * Larry Motta
646	5400	127.50 St. Croix Avis
647	5250	2,247.43 * Bryant, White
648	5250	37.50 * Bryant, White
649	1201	6.98 * Plaza Transfer
650	5350	34.10 * Ferst Office Supply
651	6690	200.00 * Roberto Rivera
652	6690	301.70 * Larry Motta
653	6760	✓ 2,400.00 Internal Revenue Service - F.Yusuf
654	6840	✓ 500.00 * V.I. Bureau of Internal Rev. - F.Yusuf
655	1201	5,000.00 * Plaza Transfer
656	0	Void * Void
657	5300	1,003.33 * Joe Greenway
658	6690	200.00 * Roberto Rivera
659	1201	2,000.00 Plaza Transfer
660	6690	302.95 * Larry Motta
661	5300	2,800.00 * Gregory Schuster
662	5300	6,234.00 Florida Welding
663	1201	8,000.00 Plaza Transfer
664	6150	✓ 41.98 STSJ Global
665	5300	436.45 ABC Services
666	6690	200.00 Roberto Rivera
667	6690	300.00 Larry Motta
668	5300	1,800.00 Rudy Caines
669	6150	✓ 30.01 * Vitelco
670	6650	1,366.72 V.I. Bureau of Internal Revenue

Total:

45,498.65

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #2

May 1996

Check #	G/L Acct. #	Disbursements
671	4500	492.00 * Crowley American
672	6710	500.00 * Joseph Greenway
673	5300	90.00 * Ocean Systems
674	6690	200.00 * Roberto Rivera
675	6690	300.00 * Larry Motta
676	6710	29.75 St. Croix
677	6250	1,109.09 * WAPA
678	6250	383.56 * WAPA
679	5300	1,551.60 * Superior Block
680	6050	1,117.84 * Caribe Do-It Center
681	6690	300.00 * Larry Motta
682	6690	200.00 * Robert Rivera
683	5300	1,200.00 * Rudy Gaines
684	6150	291.42 * Cellular One
685	6050	1,145.94 * Caribe Do-It Center
686	6710	400.24 * Shnama
687	1201	4,000.00 Plaza Extra - Transfer
688	6690	200.00 * Robert Rivera
689	5300	263.00 * Joseph Greenway
690	6690	304.40 * Larry Motta
691	1201	13,000.00 * Plaza Extra - Transfer
692	1201	1,500.00 * Plaza Extra - Transfer
693	6050	3,056.60 * Caribe Do-It Center
694	6710	30.00 * Oison Williams
695	5300	269.38 * Pet-Lock Electrical Supply
696	1201	3,500.00 Plaza Extra - Transfer
697	5300	1,935.06 * Floor Specialists
698	5300	128.94 * Glidden Paint Co.
699	6690	315.00 * Larry Motta
700	6690	200.00 * Robert Rivera
701	5300	306.15 Sonny's Refridgeration
702	6050	454.15 * Caribe Do-It Center
703	5300	441.84 * Glidden Paint Co.
704	0	Void * Void
705	0	Void * Void
706	6050	98.00 * Caribe Do-It Center
707	5300	40.00 ABC Services
708	2200	1,184.04 VIBIR - Gross Receipts - April 1996
709	1201	5,500.00 Plaza Extra - Transfer
710	6050	599.00 Caribe Do-It Center
711	5300	486.00 Gulf Coast Custom Kitchen
712	6690	200.00 Robert Rivera

47,323.00

072-2055

FY 014970

HAMD654245

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #2

Check #	G/L Acct. #	June 1996	
		Disbursements	
713	6150	✓ 24.93 *	Vitelco
714	6150	✓ 199.26 *	Global Telephone
715	6250	969.97 *	WAPA
716	6690	300.00 *	Larry Motta
717	5300	✓ 5,099.99 *	Scotiabank - Yusuf
718	5300	254.05 *	Pet- Lock Electrical
719	1201	5,000.00 *	Plaza Transfer
720	6250	277.93 *	WAPA
721	6690	200.00 *	Roberto Rivera
722	5300	18.99 *	Plaza Extra
723	6690	300.00 *	Larry Motta
724	4500	290.00 *	Bates Trucking
725	1201	3,500.00 *	Plaza Transfer
726	6690	200.00 *	Roberto Rivera
727	1201	10,000.00 *	Plaza Transfer
728	6710	1,202.17 *	Laureach Francis
729	6690	300.00 *	Larry Motta
730	5300	1,900.00	Rudy Caines
731	5250	4.50 *	Bryant, White et al
732	5300	318.93 *	Plaza Transfer
733	6115	109.00 *	Caribe Do-It Center
734	6150	✓ 154.55	STSJ Global
735	6115	1,504.95 *	Caribe Do-It Center
736	6690	200.00 *	Roberto Rivera
737	6690	319.43 *	Larry Motta
738	6150	✓ 40.30 *	Vitelco
739	5300	90.00 *	Ocean System
740	1201	6,000.00	Plaza Transfer
741	5300	336.00 *	V.I. Cement
742	1201	2,000.00	Plaza Transfer
743	2200	1,288.54	Gross Receipts
744	6690	200.00	Roberto Rivera
745	6690	310.62	Larry Motta
746	5300	1,600.00	Rudy Caines

Total:

44,514.11

072-2056
 FY 014971

HAMD654246

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #1

July 1996

Check #	G/L Acct. #	Disbursements
747	6250	996.02 * WAPA
748	1201	1,000.00 * Plaza Transfer
749	5300	695.52 * Quality Electric
750	6710	200.00 * Roberto Rivera
751	1201	4,182.00 * Plaza Transfer
752	6690	306.69 * Larry Motta
753	5300	90.00 * Ocean Systems
754	0	Void * Void
755	6250	450.54 * WAPA
756	5300	4,500.00 * Joseph Greenway
757	6710	200.00 * Roberto Rivera
758	6690	300.00 * Larry Motta
759	5300	1,900.00 * Rudy Caines
760	5400	231.00 * St. Croix Avis
761	5300	500.00 * Joseph Greenway
762	6150	✓ 93.60 * Telephone
763	6710	200.00 * Roberto Rivera
764	6710	200.00 * Roberto Rivera
765	6150	✓ 36.30 * Vitelco
766	6690	300.00 * Larry Motta
767	5300	1,824.00 * VI Cement
768	6690	315.20 * Larry Motta
769	6250	938.16 * WAPA
770	6650	1,231.24 * Gross Receipts - June 1996
771	1199	17,000.00 * Mohamed Y. Hamdan - Interest Payment
		37,690.27
		G/L #1058

072-2057

FY 014972

HAMD654247

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #2

August 1996

Check #	G/L Acct. #	Disbursements
772	1201	10,000.00 * Plaza Extra
773	6710	200.00 * Roberto Rivera
774	5300	415.00 Joseph Greenway
775	6690	319.40 * Larry Motta
776	5300	593.90 * Sonny's A/C Services
777	5300	90.00 * Ocean Systems Lab
778	6710	200.00 * Roberto Rivera
779	5300	1,900.00 * Rudy Caines
780	6690	300.00 * Larry Motta
781	6250	237.30 * WAPA
782	1201	3,500.00 * Plaza Extra
783	5300	825.00 * Atlantic Elevator Sales
784	5800	10.75 * Postage
785	6710	200.00 * Roberto Rivera
786	6250	13.49 * WAPA
787	6690	300.00 * Larry Motta
788	1201	4,300.00 Plaza Extra
789	6710	200.00 Roberto Rivera
790	6690	300.00 * Larry Motta
791	6150	✓ 267.72 Telephone
792	1201	12,000.00 Plaza Extra
793	6650	1,199.02 Gross Receipts Tax
794	6710	200.00 Roberto Rivera
795	6150	✓ 32.44 Telephone
796	6690	300.00 Larry Motta
797	6250	393.82 WAPA
798	5300	2,000.00 Rudy Caines

40,297.84

072-2058
 FY 014973

HAMD654248

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #2

September 1996

<u>Check #</u>	<u>G/L Acct. #</u>	<u>Disbursements</u>
799	6250	307.97 * WAPA
800	6710	200.00 * Roberto Rivera
801	5300	90.00 * Ocean Systems
802	5300	300.00 Rudy Caines
803	6690	300.00 * Larry Motta
804	6710	200.00 * Roberto Rivera
805	6690	303.42 * Larry Motta
806	6150	137.95 * Telephone
807	6710	111.60 * Cruz Rivera
808	2635	4,086.62 * Tropical Shipping - Ship Auto
809	1201	950.00 Plaza Extra
810	5300	320.00 STX Trading - Building Materials
811	6710	200.00 * Roberto Rivera
812	6690	300.00 Larry Motta
813	6150	38.30 * Telephone
814	5150	225.00 * Brammer Chasen & O'Connell
815	6710	200.00 Roberto Rivera
816	5300	90.00 Ocean Systems
817	5300	1,022.50 Gar Services
818	6115	549.19 Carib-Do-It-Center
819	6690	300.00 Larry Motta
820	6250	399.18 * WAPA
821	6650	1,271.85 Gross Receipts Tax - Aug. 1996
		11,903.58

072-2005
 FY 014974

HAMD654249

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058 AJE #2

		October 1996	
Check #	G/L Acct. #	Disbursements	
822	1201	12,000.00 *	Plaza Transfer
823	6710	200.00 *	Roberto Rivera
824	6250	1,478.14 *	WAPA
825	6690	312.00 *	Larry Motta
826	5300	1,900.00 *	Rudy Caines
827	6710	200.00 *	Roberto Rivera
828	6690	300.00 *	Larry Motta
829	6710	65.00 *	Pedro Huggins
830	0	Void *	Void
831	5300	550.00 *	Sun Electric
832	6710	130.00 *	Pedro Huggins
833	6250	13.49 *	WAPA
834	6710	200.00 *	Roberto Rivera
835	6690	343.92 *	Larry Motta
836	5300	135.00 *	Ocean Systems
837	6150	✓ 84.83 *	Vitelco
838	0	Void *	Void
839	6710	200.00 *	Roberto Rivera
840	6710	55.00 *	Pedro Huggins
841	6690	326.75 *	Larry Motta
842	6650	1,052.23	Gross Receipts Tax - Sept. 1996
843	6710	✓ 25.00	Pedro Huggins
844	6150	✓ 208.93	STSJ Telephone

19,780.29

Virgin Islands Community Bank
 Account #182-600135
 Tenant Account

G/L #1058

AJE #2
November 1996

Check #	G/L Acct. #	Disbursements
845	6710	200.00 * Roberto Rivera
846	6710	320.56 * Larry Motta
847	5300	32.50 * Tropical Supply
848	6710	150.00 * Pedro Huggins
849	5300	285.00 * Sun Electric
850	6250	969.55 * WAPA
851	6250	423.60 * WAPA
852	2635	2,830.00 * Estate Carlton Home Owners
853	2635	2,830.00 * Estate Carlton Home Owners
854	6710	200.00 * Roberto Rivera
855	6250	13.49 * WAPA
856	5300	1,900.00 * Rudy Caines
857	6710	300.00 * Larry Motta
858	6710	200.00 * Roberto Rivera
859	6710	300.00 * Larry Motta
860	6150	218.55 STSJ Telephone
861	6710	350.00 * Norman Williams
862	5300	703.00 * General Purpose Electric
863	6710	200.00 * Roberto Rivera
864	6710	300.00 * Larry Motta
865	5300	90.00 Ocean Systems
866	6710	200.00 Roberto Rivera
867	6150	40.00 Vitelco
868	6710	305.49 Larry Motta

[13,361.74 | 1058

072-2031
 FY 014976

December 1996		
Check #	G/L Acct. #	Disbursements
774		415.00 Joseph Greenway - 08/02/96
869		1,000.00 * Plaza Extra
870		1,215.26 * VIBIR - Gross Receipts
871		572.07 * WAPA
872		200.00 * Roberto Rivera
873		178.75 Sonny's Refridgeration
874		300.00 * Larry Motta
875		2,300.00 * Rudy Caines
876		1,148.86 * WAPA
877		34.10 * Ferst Office Supplies
878		200.00 * Roberto Rivera
879		300.00 * Larry Motta
880		13.49 * WAPA
881		11.65 * Sprint
882		156.00 * American Express
883		200.00 * Roberto Rivera
884		300.00 * Larry Motta
885		300.00 * James Estridge
886		200.00 * STX Gas
887		432.00 * Lancing Charles
888		291.00 General Purpose Electric
889		200.00 Roberto Rivera
890		90.00 Ocean Systems

(9,643.18)

Exhibit 13

~~discussed in §IV below, to the extent they represent historical withdrawals as between the Partners and their families. Adjustments have been made as to BDO's allocation of those partnership withdrawals prior to September 17, 2006. However, as to funds which United paid on behalf of the Plaza Extra Stores, the Black Book entries reveal that the Partnership owes United \$49,997.00 for various expenses it paid on behalf of the Partnership. See Exhibit G to the Original Claims, Relevant Black Book Entries.~~

~~**Disputed/Undisputed, Ripe for Determination or Discovery Needed:** This debt is disputed and will likely require additional discovery.~~



E. Additional Ledger Balances Due to United

In addition to the Black Book balance owed to United, at various points in time, United made other payments on behalf of the Plaza Extra Stores. In 1994, 1995 and in 1998, United paid \$199,760.00 for various expenses of the Partnership. See Exhibit H to the Original Claims, Ledger Sheets Reflecting United's Payments for Plaza Extra. In the same ledger book, records of withdrawals by Yusuf are also noted for certain personal expenses in 1995 and 1996. The amounts relating to Yusuf's personal expenses are included in the BDO Report discussed below in § IV, accounting for the withdrawals as between the Partners and their families. Again, adjustments have been made as to BDO's allocation of those historical partner withdrawals prior to September 17, 2016. However, the total amount of \$199,760.00 paid by United has not otherwise been captured in other reconciliations and remains due and owing to United.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: This debt is disputed and will likely require additional discovery.

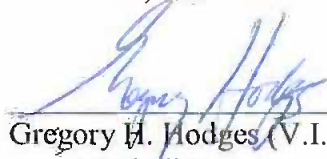
~~and distributions between the Partners adjusted to reflect the period from September 17, 2006 forward, both disclosed and undisclosed, still reveals a large discrepancy in Yusuf's favor. Again, these calculations were prepared without the benefit of deposition testimony and additional written discovery following the stay. It is anticipated that additional discovery will yield information necessitating further revisions to these calculations. On balance, there exists a substantial amount due to Yusuf to reconcile the Partner's withdrawals and distributions. Solvency of Hamed (or his estate)²¹ is in serious doubt given the significant discrepancy in the amounts due to Yusuf. For this reason, Hamed's (or his estate's or his trust's) interests in the jointly owned entities (Plessen Enterprises, Inc., Peter's Farm Investment Corporation, and Sixteen Plus Corporation) may need to be quantified as a means of payment to equalize the Partnership withdrawals.~~

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

DATED: October 30, 2017

By:


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(340) 774-4422

~~²¹ A Petition for Probate of Will and for Letters Testamentary was filed on August 26, 2016 as Case No. SX-2016-PB-76. That petition reflects no available assets to satisfy Yusuf's claims since all of Hamed's interests in real and personal property had previously been conveyed to the Mohammad A. Hamed Living Trust dated September 12, 2012. Yusuf has filed a complaint challenging such conveyance as fraudulent. A copy of that complaint is attached as Exhibit U since Yusuf's Amended Supplementation left off with Exhibit T.~~

HAMD652404

**INDEX OF EXHIBITS TO YUSUF'S AMENDED ACCOUNTING CLAIMS AND PROPOSED
DISTRIBUTION PLAN**

- Exhibit A-1- Revised Summary of Yusuf Plan Distributions
- Exhibit B - Litigation Reserves Calculations
- Exhibit C - Calculation of Additional Rent Net of Rent Paid
- Exhibit D - Calculation of Interest on Bay 1 Rent
- Exhibit E - Calculation of Interest on Bay 5 & 8 Rent
- Exhibit F - Summary and Evidence of United Payment of Gross Receipts Taxes
- Exhibit G - Relevant Black Book Entries
- Exhibit H - Relevant Ledger Entries
- Exhibit I - Summary and Supporting Documentation of Unreimbursed Transfers from United
- Exhibit J - Past Partner Withdrawals and Distribution Reconciliation, BDO Report
- Exhibit J-1 - Tables, Schedules and Supporting Documents for BDO Report
- Exhibit J-2 - Revised Schedules for BDO Report based on limitations of Accounting Order
- Exhibit K - List of Foreign Accounts
- Exhibit L - Wire Transfer Information Supporting Claim
- Exhibit M - Cairo Amman Checks to Waleed Hamed
- Exhibit N - Land Value Estimation
- Exhibit O - Agreement in Arabic Conveying Hamed's Interest in Jordanian Parcel
- Exhibit P - Integra Realty Resources Valuation Report
- Exhibit Q - Integra Realty Resources Appraisal Report
- Exhibit R - Payment Analysis (*See Amended Supplementation*)
- Exhibit S - English translation of Exhibit O (*See Amended Supplementation*)
- Exhibit T - Invoices identified in Exhibit R (*See Amended Supplementation*)

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HAMD652406

Exhibit U - Fraudulent Conveyance Complaint

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HAMD652407

EXHIBIT H

YUSF 237795

Unit - d pa d out for Plaza

5/25/94	Steve	Nesky	Libriank	400.00	2
5/20	Prudon	Paul	Bacher	30,000.00	3
9/23	Core S	Wite	proby	45,018.00	4
5	Rehman	for	X 2	1,000.00	5
	Bed		Branch	350.00	6
2/17/95	Proby	for	United	20,000.00	7
5/5	Peters	Tom	Investor	60,000.00	8
8/31	Proby	for	United	40,000.00	9
5/21/98	Bed room	sed	for	3,000.00	10

FY 01A955

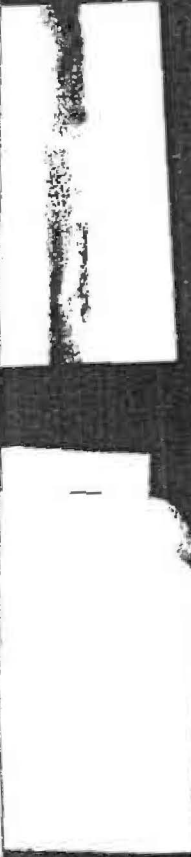


Exhibit 14

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

MOHAMMAD HAMED, by his)
authorized agent **WALEED HAMED**,)

Plaintiff/Counterclaim Defendant,)

vs.)

FATHI YUSUF and UNITED CORPORATION,)

Defendants/Counterclaimants,)

vs.)

**WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES**,)

Additional Counterclaim Defendants.)

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES,
INJUNCTIVE RELIEF
AND DECLARATORY RELIEF

JURY TRIAL DEMANDED

**EXHIBIT
14**

DECLARATION OF FATHI YUSUF

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

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

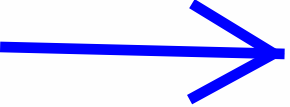
HAMD606083



~~responsible for making all decisions regarding when the reconciliation would take place and hence when the rent would be paid. Hamed and I agreed at the outset that the rent would be calculated at a rate of \$5.55 per square foot for what is referred to as Bay 1, the primary space comprising the Plaza Extra-East store, which originally covered 33,750 square feet~~

2. Our decision to allow rent to accrue for some number of years before paying it was intended to enable the business to retain capital needed to grow the business.

3. This method of allowing rent to accrue for a number of years before being paid was important for the growth of the supermarket business for a number of reasons. First, at the time of the formation of the business agreement, the initial store, Plaza Extra-East, in St. Croix, was still in development. We thereafter made plans to open a second supermarket in St. Thomas (the store now known as Plaza Extra-Tutu Park), and it opened in October 1993. Later, we made plans to open a third grocery store in St. Croix (the store now known as Plaza Extra-West), and it opened in 2000. Construction began in 1998 and finished in 2000. Keeping money in the business for multi-year periods, rather than paying rent to United in monthly or even annual rent payments, ensured that the business would have the capital to establish and grow the stores in very ~~challenging economic conditions.~~



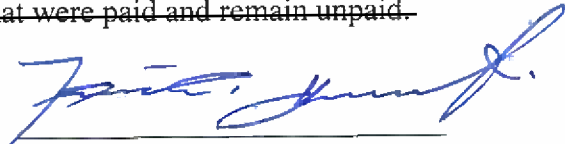
4. For reasons discussed in more detail below, there has been only one reconciliation of accounts since our business agreement was formed, and it occurred at the end of 1993. The rent payment due from 1986 through December 31, 1993 was paid by means of a setoff on an account that reflected credits and debits made between Hamed and me. Specifically, Hamed's one-half portion of the rent was paid by means of a setoff against amounts I owed him by virtue of some large withdrawals I had made in preceding years.

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

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

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

Dated: August 12, 2014



Fathi Yusuf