

SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

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

Plaintiff/Counterclaim Defendant,

vs.

FATHI YUSUF and **UNITED CORPORATION**

Defendants and Counterclaimants.

vs.

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

Counterclaim Defendants,

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*
Defendants.

KAC357 Inc., *Plaintiff,*

vs.

HAMED/YUSUF PARTNERSHIP,
Defendant.

Case No.: SX-2012-CV-370

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

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-287

Consolidated with

Case No.: SX-2014-CV-278

Consolidated with

Case No.: ST-17-CV-384

Consolidated with

Case No.: ST-18-CV-219

**HAMED REPLY TO YUSUF'S OPPOSITION TO HAMED'S MOTION TO COMPEL
RE REVISED CLAIM Y-8 – WATER REVENUE OWED UNITED**

I. Introduction

On November 4, 2019, United filed an Opposition to Hamed's Motion to Compel Re Revised Claim Y-8 – Water Revenue Owed United.¹ At the same time, United also filed a supplemental response to Hamed's Interrogatory 2 of 50—Claim No. Y-8 – Water Revenue Owed United.² This supplemental response, outlined below, is still deficient. Hamed respectfully requests the Master grant the relief requested in the motion and detailed in this reply, by ordering a response to the outstanding discovery.

II. A Very Brief Summary of the Procedural Process of Discovery on this Claim

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 issues remain outstanding. Consequently, on October 2, 2019, Hamed filed a Motion to Compel Re Revised Claim Y-8 – Water Revenue Owed United, specifically Hamed interrogatory 2 of 50. On November 4, 2019, Yusuf filed an Opposition to Hamed's Motion to Motion to Compel Re Revised Claim Y-8 – Water Revenue Owed United. United also filed a supplemental response to Hamed's Interrogatory 2 of 50—Claim No. Y-8 – Water Revenue Owed United. (**Exhibit 10**) The following reply pertains to the United's Opposition and supplemental response.

¹ Although it appears that Yusuf and United filed the Opposition, Yusuf states that this is United's claim, so for simplicity's sake, Hamed refers to it as being filed by United.

² Although it appears that Yusuf and United filed the supplemental response, Yusuf states that this is United's claim, so for simplicity's sake, Hamed refers to it as being filed by United.

III. Facts

A. United's Initial Deficient Interrogatory Response

1. *Hamed's Interrogatory 2 of 50 – Claim No. Y-8 – Water Revenue Owed United*

On February 4, 2018, Hamed propounded the following interrogatory:

**Interrogatory 2 of 50 - New Claim Number Y-8
Water Revenue Owed United**

Describe in detail, by month, from Sept 17, 2006 to 2014, the amount of water sold to the Partnership, by whom it was sold, the number of gallons per month, the per gallon cost in each of those months, the total value of the gallons sold by month, year and total amount -- and describe any ledgers, shipping invoices, receipts or other documents which support your claim as well as any witnesses who would have knowledge and what knowledge you believe they have. (**Exhibit 1**)

On May 15, 2018, United's initial response was incomplete:

Yusuf Response to Interrogatory 2 of 50:

Defendants first object that this Interrogatory is unclear as it requests information about water sold "to the Partnership." United's claim against the Partnership is that the Partnership sold United's water from the Plaza Extra-East location. After May 5, 2004, the proceeds from the sale of United's water were to be paid to United, not the Partnership. Nonetheless, in an effort to respond to what appears to be questions relating to the support and calculations for water sales due to United from the Partnership, Defendants submit that the calculations set forth Yusuf's Amended Accounting Claims Limited to Transactions Occurring On or After September 17, 2006 ("Yusuf's Claims") were based upon two years of sales in 1997 (\$52,000) and 1998 (\$75,000) for an average of \$5,291.66 per month. As Waleed Hamed was in charge of the Plaza Extra-East location where the sales took place, Yusuf will be seeking additional information from him as part of the written discovery propounded on him. The number listed in the claims was the average monthly sales multiplied by 131 months demonstrating that United is owed \$693,207.46 from the Partnership for the water sales revenue from April 1, 2004 through February 28, 2015. Yusuf submits that discovery is on-going and that he will supplement this response as and when appropriate. (**Exhibit 2**)

B. United's Deficient Supplemental Response to Interrogatory 2 of 5

On November 4, 2019, United filed a supplemental response to Hamed Interrogatory 2 of 50 - New Claim Number Y-8, Water Revenue Owed United:

Yusuf Supplemental Response to Interrogatory 2 of 50:

Yusuf reaffirms his prior responses and objections to Interrogatory No. 2. Yusuf further supplements his responses to Interrogatory No. 2:

Claim Y-8 relates to water that is collected from the roof of the United Shopping Center and from several wells at the shopping center and stored in a nearly 500,000 gallon cistern and a much smaller cistern. In addition to being used for store operations, much of this water was sold to water delivery services in St. Croix who would send their trucks to the United Shopping Center and have them filled there and leave payment with Plaza Extra-East personnel.

The water collection infrastructure, including the wells that were dug, the pumps, piping and the cisterns themselves, were built exclusively with Yusuf's own money, just as all of the improvements to the United Shopping Center property were built with his money (supplemented in part with insurance proceeds paid to United as the result of a fire¹). United Corporation owns the real estate and all of its improvements, not the partnership. Hamed was aware of and agreed that because the water was collected and stored by equipment that was part of the real estate owned by United, any revenues of sales of water belonged exclusively to United, just as revenues from any rent payments by tenants² at the United Shopping Center, belonged exclusively to United.

Hamed has throughout this litigation recognized that all income from rent paid by tenants of the United Shopping Center belonged exclusively to United, and Hamed has never asserted a claim for any portion of those revenues. The partnership's multi-million dollar rent obligation to United, which Judge Brady recognized in his April 27, 2015 Order granting summary judgment to United of course depends on the fact that United Corporation owns the real estate and improvements at the United Shopping Center.

Prior to the indictment in the criminal case that was filed in September 2003, United donated most revenues from water sales to charitable causes. But soon after the indictment, any proceeds from the sale of water were placed into the Plaza Extra accounts or safes at the store, along with grocery sales revenues. While the water sales were for reasons of convenience collected

by Plaza Extra-East employees and then deposited into the store accounts that were overseen by a federal monitor, that did not change the fact that the water belonged to United and that any revenues from its sale therefore belonged to United. United's Claim Y-8 seeks the return of (or a credit for) all revenues from sales of its water from the period April 1, 2004 to February 28, 2015, just before the Plaza Extra-East store (which is located at the United Shopping Center) ceased being operated by the partnership under the Court's Wind Up Plan and Order.

Waleed Hamed would have knowledge of the water revenue for the period when Fathi Yusuf was present at Plaza Extra-Tutu. Likewise, Yusuf Yusuf may have knowledge of same.

As far as receipts go, Yusuf shows that he derived the value of his calculations from a sheet bearing Waleed's handwriting which reflected the values in 1997 and 1998. At present, Yusuf is unable to locate that document but is continuing to make a diligent search for same. Yusuf does not have a price per month but only a calculated average as previously set forth. Yusuf is familiar with the value of the revenues as he coordinated for the transfer of funds from the revenue to the charities for a number of years. Yusuf disputes that the water sales dropped significantly in the 2000's as stated by Hamed in his discovery responses as Waleed never advised that there had been any significant drop or increase in sales during that period.

[Footnotes:

¹See August 12, 2014 Declaration of Fathi Yusuf, ¶15.

²Hamed has throughout this litigation recognized that all income from rent paid by tenants of the United Shopping Center belonged exclusively to United, and Hamed has never asserted a claim for any portion of those revenues. The partnership's multi-million dollar rent obligation to United, which Judge Brady recognized in his April 27, 2015 Order granting summary judgment to United of course depends on the fact that United Corporation owns the real estate and improvements at the United Shopping Center. (**Exhibit 10**)

IV. Argument

United filed both an Opposition to this Motion to Compel³ and a Supplemental Response to the Interrogatory in question. United's Opposition is addressed first and then the deficiencies in United's supplemental response are identified.

A. Yusuf Still Asserts United is Owed \$693,207.46 for Water from April 1, 2004 to February 28, 2015 without any Clarity as to the Details

In United's Opposition, United has not answered the basic question posed by Hamed: a request for the number of gallons per month sold, to whom it was sold, the cost per gallon for each month and the total value of gallons sold per month. Also, as there are various sources for the water, some rented by Hamed and others owned by United, the relative apportionment of the source of the water for the various periods. Hamed does not believe that such an answer can be given or supported, as these amounts were *never* intended to be recovered between the entities. However, if Yusuf persists, Hamed requests that either the information be provided or Yusuf and United state definitively that the information does not exist. Yusuf and United must not only give records, but must also state that such records were or were not kept by the "office", that Fathi Yusuf ran, in anticipation of the resolution of such a debt.

³ Yusuf claims "that there has been no lingering attempt to ignore any specific deficiency or unilateral attempt to avoid response" to Interrogatory 2. (United Opposition at 3) The documents speak for themselves – a response was required on May 15, 2018 and United did not supplement his response until a November 4, 2019, well after Hamed filed his Motion to Compel on October 2, 2019. This supplemental response is also deficient for the reasons set forth below. As can be seen in the main motion, countless attempts to get this information were made and responses *repeatedly* promised.

B. Yusuf Claims He Couldn't Respond Until Waleed Hamed Answered United's Interrogatory Regarding the Water Claim

On May 15, 2018, in his response to Hamed's Interrogatory 2 of 50, Yusuf "advised that he would supplement following discovery from Waleed." On the same day, May 15, 2018, Waleed Hamed did answer Yusuf's interrogatory regarding United's water claim.

In brief, Waleed Hamed laid out the following facts:

- After the fire in 1992 that destroyed Plaza Extra East, the Partnership took the insurance proceeds (insurance premiums were paid by the Partnership) and purchased the one-acre property, referred to as Plot 4-H, where the cisterns presently sit. Also, the Plaza Extra-East store was expanded after the 1992 fire and part of the expanded store sits on Plot 4-H.
- Using Partnership funds, the Partnership purchased a 400,000 to 450,000 gallon cistern to store the water for sale.
- From 1994-2004, funds from the water sales went to charity—half the funds to the charity of Mr. Yusuf's choice and the other half to the charity of Mr. Mohammad Hamed's choice.
- The funds from the water sales were deposited in the Partnership's bank account.
- For a time, water sales were recorded on handwritten receipts. Eventually, Yusuf Yusuf became responsible for this process and, at Waleed's suggestion, incorporated a key into the register at the service desk for recording water sales.

As Yusuf and United have not provided documentation regarding the processes and actual sales of water – the central question in Hamed's interrogatory 2 of 50 – it makes sense to delve more deeply into the handwritten receipts and the register keys at the service desk for recording water sales. Hamed stated in response to a Yusuf interrogatory about the sale of water at Plaza Extra-East that, for a time, there were handwritten receipts. Hamed requests that Yusuf or United provide those receipts from the East Store or definitively state that no such receipts exist anymore to the best of Yusuf and United's ability to locate them.

Hamed also stated in response to that same Yusuf interrogatory that Wally Hamed had encouraged Yusuf Yusuf to have a key programmed into the register at the service desk to capture the water sales, which Yusuf Yusuf did do. **United did not address this at all in its Opposition or its response to Hamed's interrogatory.** Yusuf Yusuf is still a manager and employee of United and clearly within its control. The statement in the Opposition that "Yusuf might know something" is insufficient. Hamed requests that United supplement its response discussing in detail the water process and the capabilities of this key on the register at the service desk, such as what information the key captures, what information can be generated as a result of using this key, what was the typical process the vendors went through when they purchased the water, etc. Finally, Hamed requests that Yusuf Yusuf and United provide the documents that are generated from that key. If no such documents exist, which is hard to believe, Hamed requests that Yusuf and United state explicitly whether those documents exist or not.

With respect to the rest of Hamed's description regarding the water sales process, Yusuf Yusuf and United did not address in the supplemental response why United claims the water proceeds belong to it when 1) according to the Master, "the Partnership rented Plot 4-H from United and paid rent to United;"⁴ 2) the cistern sits on Plot 4-H that the Partnership rented; 3) the water coming from the roof of the Plaza Extra-East store was a Partnership resource; and 5) the Partners agreed to donate the proceeds from 1994-2004 to the charity of their choice, so why would United think it could control the proceeds from 2004 to the present? Either Fathi Yusuf or Yusuf Yusuf knows this—and Hamed

⁴ Order, *Hamed v. Yusuf*, 12-SX-CV-370 (Jul 11, 2018) at 10.

cannot prepare for depositions without these responses. Hamed respectfully requests that the Master require Yusuf and United to respond to these questions.

C. United Incorrectly Asserts Hamed Has to Get Answers to his Interrogatory at Deposition

In complete violation of the rules and their underlying intent, after avoiding responding for years, United now states, in his Opposition at 3, “[t]o the extent that Hamed seeks further clarification or to expand upon his original interrogatory, he may do so through deposition.” This is absurd. The purpose of interrogatories is to provide the initial information so that depositions can be informed and useful. V.I. R. CIV. P. 33(a)(3) states “[e]ach interrogatory must, to the extent it is not objected to, be answered separately and fully in writing under oath.” **There is absolutely no exception to the rule that requires Hamed to wait until depositions to get responses to his interrogatory requests that comport with the applicable discovery rules.** To allow this sort of evasion in the “paper” portion of the discovery would make depositions a farce.

If time were not so short, given the long and frustrating delays in responding, Hamed would seek sanctions for such an obstructionist objection rather than answers. But time is short now because a year has been wasted with these sorts of denials.

D. United's November 4, 2019 Supplemental Discovery Response is Still Deficient

1. Amount of water sold

United and Yusuf still fail to answer the key question of Hamed's interrogatory:

- A detailed description for *each month* between September 17, 2006 through February 28, 2015 of the following:
 - The process employed
 - The number of gallons per month sold
 - To whom it was sold
 - The source of the water
 - The cost per gallon for each month
 - The total value of the gallons sold per month

Hamed requests that the Master require United and Yusuf to answer this question or state that it has no information that would allow it to respond **and not vary from that in deposition**. There should be ZERO surprises at deposition on something this basic.

2. Water collection infrastructure

United stated in its supplemental response that the

[w]ater collection infrastructure, including the wells that were dug, the pumps, piping and the cisterns themselves, were built exclusively with Yusuf's own money, just as all of the improvements to the United Shopping Center property were built with his money (supplemented in part with insurance proceeds paid to United as the result of a fire¹)

[Footnote: ¹See August 12, 2014 Declaration of Fathi Yusuf, ¶5.]

(United Supplemental Response at 2) United makes this claim with no reference to witnesses or documents for the claim that United built and paid for all of the water collection infrastructure. If Fathi or Yusuf know, they should say now. Hamed requests that the Master require United and Yusuf to respond to Hamed's interrogatory and "describe any . . . documents which support your claim as well as any witnesses who

would have knowledge and what knowledge you believe they have” regarding the water infrastructure. Then, if those witnesses are within the employment or control of United, their descriptions of these items must be provided as well.

3. Ownership of the water

United asserts that “Hamed was aware of and agreed that because the water was collected and stored by equipment that was part of the real estate owned by United, any revenues of sales of water belonged exclusively to United.” (United Supplemental Response at 2) United does not explain or provide any documentation of this alleged agreement and does not explain why, when the Partnership paid rent on the real estate where the cisterns are located and the surface area of the Plaza Extra-East roof (where much of the water was collected), the water and proceeds from the sale of the water would belong to United. Hamed requests that United and Yusuf respond to these questions. Then, if those witnesses are within the employment or control of United, their descriptions of these items must be provided as well.

4. Witnesses with knowledge of the water claim

In United and Yusuf's claim Y-8, he seeks hundreds of thousands of dollars for water sold by the store starting in the 90's, partially off the roof that the Partnership was renting, kept in a cistern the Partnership leased, and the funds for which were collected into Partnership accounts. It is entirely reasonable for Hamed to ask for the simplest of discovery – what does United and Yusuf know about the amount being claimed? In his supplemental response, United stated “Waleed Hamed would have knowledge of the

water revenue for the period when Fathi Yusuf was present at Plaza Extra-Tutu. Likewise, Yusuf Yusuf may have knowledge of same.”

Hamed assumes Yusuf Yusuf is still a manager at the stores, still an employee of United, **still within the ability of United to get his information so that Hamed can prepare for a deposition on this.** In other words, if Yusuf Yusuf or anyone else working for United knows something, THIS IS THE TIME TO LET US KNOW, SINCE THIS IS THEIR CLAIM! We are now seven years into this case, more than three years after YUSUF filed this as HIS claim, and more than a year after the discovery responses were due. Hamed requests that the Master require United and Yusuf to explain whatever knowledge Fathi and Yusuf Yusuf have of the water claim (and from Waleed Hamed's May 15, 2018 interrogatory response, it should be substantial).

5. Deriving the value of the water sales from 2004 to 2015

United and Yusuf have failed to provide any proof—just his assertions—regarding the value of the water sold, United Supplemental Response at 4, emphasis added:

As far as receipts go, Yusuf shows that **he derived the value of his calculations from a sheet bearing Waleed's handwriting which reflected the values in 1997 and 1998. At present, Yusuf is unable to locate that document** but is continuing to make a diligent search for same. Yusuf does not have a price per month but **only a calculated average** as previously set forth.

Thus, this entire claim seems to be based on one document written by Waleed Hamed that cannot be found. What does “unable to locate that document” mean after seven years? Also, it has been a year since this response was due, what does “is continuing to make a diligent search for same” mean in that context? Hamed requests the Master to

require United and Yusuf to turn over any documents it has showing the amount of water sales or state that there are no documents for determining the amount of sales.

6. Yusuf's knowledge of the water sales amounts

Yusuf is familiar with the value of the revenues as he coordinated for the transfer of funds from the revenue to the charities for a number of years. Yusuf disputes that the water sales dropped significantly in the 2000's as stated by Hamed in his discovery responses **as Waleed never advised** that there had been any significant drop or increase in sales during that period. United Supplemental Response at 4. (Emphasis added).

Yusuf states that he "is familiar with the value of the revenues as he coordinated for the transfer of funds from the revenue to the charities for a number of years." He also "disputes that the water sales dropped significantly in the 2000's as stated by Hamed in his discovery responses as Waleed never advised that there had been any significant drop or increase in sales during that period." Those two concepts are in conflict since Yusuf has always maintained that he was responsible for the Partnership's financials. Hamed requests that the Master requires Yusuf to explain why he wouldn't have known about the decrease in water sales since he dealt with the financials for the Partnership through the 2000s and certainly had firm control over the financials from 2013-2015.

V. Conclusion

Hamed respectfully requests that the Master order Yusuf and United to answer the following:

- Provide a detailed description for *each month* between September 17, 2006 through February 28, 2015 of the following:
 - The number of gallons per month sold
 - The source(s)
 - To whom it was sold
 - The cost per gallon for each month
 - The total value of the gallons sold per month;

- Produce the handwritten receipts of water sales or definitely state that no such receipts exist;
- Provide a description of the capabilities of the key on the register at the service desk for recording water sales, such as what information the key captures, what information can be generated as a result of using this key, what was the typical process the vendors went through when they purchased the water, etc.;
- Produce documents that are generated from the register key or definitely state those documents don't exist;
- Provide an explanation of why United claims it owns the water sales when 1) the Partnership rented Plot 4-H, the land where the cisterns sit; 2) the Partnership rented the roof of Plaza Extra-East where the water was collected; 3) the proceeds from the water from 1994-2004 were split 50/50 between the Partners and donated to the charity of each Partner's choice, so why would United think it controls the proceeds from 2004 to the present;
- Provide a description of documents which support the water infrastructure claims as well as any witnesses who would have knowledge and what knowledge you believe they have;
- Provide a description of all the knowledge Yusuf Yusuf has regarding the water claim;
- Produce the document allegedly written by Waleed Hamed containing water sales calculations, as described in the United-Yusuf supplemental response or definitely state that Yusuf and United do not have the document; and
- Explain why Yusuf wouldn't have known about the decrease in water sales in the 2000s to present since Yusuf dealt with the financials for the Partnership through the 2000s and certainly had firm control over the financials from 2013-2015.

Dated: November 7, 2019



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CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of November 2019, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

Hon. Edgar Ross

Special Master
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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 10

**SUPPLEMENTAL RESPONSES
TO HAMED'S DISCOVERY**

Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United") through their attorneys, Dudley Newman Feuerzeig, LLP, hereby provide their Supplemental Responses to Hamed's discovery as follows:

1. Interrogatory No. 2 - Relating to Y-8 – Water Revenue Owed to United

Yusuf reaffirms his prior responses and objections to Interrogatory No. 2. Yusuf further supplements his responses to Interrogatory No. 2:

Claim Y-8 relates to water that is collected from the roof of the United Shopping Center and from several wells at the shopping center and stored in a nearly 500,000 gallon cistern and a much smaller cistern. In addition to being used for store operations, much of this water was sold to water delivery services in St. Croix who would send their trucks to the United Shopping Center and have them filled there and leave payment with Plaza Extra-East personnel.

The water collection infrastructure, including the wells that were dug, the pumps, piping and the cisterns themselves, were built exclusively with Yusuf's own money, just as all of the improvements to the United Shopping Center property were built with his money (supplemented in part with insurance proceeds paid to United as the result of a fire¹). United Corporation owns the real estate and all of its improvements, not the partnership. Hamed was aware of and agreed that because the water was collected and stored by equipment that was part of the real estate owned by United, any revenues of sales of water belonged exclusively to United, just as

¹ See August 12, 2014 Declaration of Fathi Yusuf, ¶5.

revenues from any rent payments by tenants² at the United Shopping Center, belonged exclusively to United.

Hamed has throughout this litigation recognized that all income from rent paid by tenants of the United Shopping Center belonged exclusively to United, and Hamed has never asserted a claim for any portion of those revenues. The partnership's multi-million dollar rent obligation to United, which Judge Brady recognized in his April 27, 2015 Order granting summary judgment to United of course depends on the fact that United Corporation owns the real estate and improvements at the United Shopping Center.

Prior to the indictment in the criminal case that was filed in September 2003, United donated most revenues from water sales to charitable causes. But soon after the indictment, any proceeds from the sale of water were placed into the Plaza Extra accounts or safes at the store, along with grocery sales revenues. While the water sales were for reasons of convenience collected by Plaza Extra-East employees and then deposited into the store accounts that were overseen by a federal monitor, that did not change the fact that the water belonged to United and that any revenues from its sale therefore belonged to United. United's Claim Y-8 seeks the return of (or a credit for) all revenues from sales of its water from the period April 1, 2004 to February 28, 2015, just before the Plaza Extra-East store (which is located at the United Shopping Center) ceased being operated by the partnership under the Court's Wind Up Plan and Order.

Waleed Hamed would have knowledge of the water revenue for the period when Fathi Yusuf was present at Plaza Extra-Tutu. Likewise, Yusuf Yusuf may have knowledge of same.

²Hamed has throughout this litigation recognized that all income from rent paid by tenants of the United Shopping Center belonged exclusively to United, and Hamed has never asserted a claim for any portion of those revenues. The partnership's multi-million dollar rent obligation to United, which Judge Brady recognized in his April 27, 2015 Order granting summary judgment to United of course depends on the fact that United Corporation owns the real estate and improvements at the United Shopping Center.

As far as receipts go, Yusuf shows that he derived the value of his calculations from a sheet bearing Waleed's handwriting which reflected the values in 1997 and 1998. At present, Yusuf is unable to locate that document but is continuing to make a diligent search for same. Yusuf does not have a price per month but only a calculated average as previously set forth. Yusuf is familiar with the value of the revenues as he coordinated for the transfer of funds from the revenue to the charities for a number of years. Yusuf disputes that the water sales dropped significantly in the 2000's as stated by Hamed in his discovery responses as Waleed never advised that there had been any significant drop or increase in sales during that period.

Respectfully submitted,

DUDLEY NEWMAN FEUERZEIG LLP

DATED: November 4, 2019

By: /s/Charlotte K. Perrell
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Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

It is hereby certified that on this 4th day of November, 2019, I caused the foregoing a true and exact copy of the foregoing **SUPPLEMENTAL RESPONSES TO HAMED'S DISCOVERY AS TO INTERROGATORY NO. 2** to be served upon the following via Case Anywhere docketing system:

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s/Charlotte K. Perrell

VERIFICATION

I hereby certify under penalty of perjury that the facts contained in each of the foregoing responses to interrogatories are true and correct to the best of my knowledge, information and belief.

Dated: NOV. 4th, 2019

Paul J. [Signature] Attesting Individual

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

DISTRICT OF ST. CROIX) ss

On this, the 4 day of NOVEMBER, 2019, before me, the undersigned officer, personally appeared the signor known to me (or satisfactorily proven to be) the person whose name is subscribed to the within document and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature] Notary Public

BERNARD W. LIBURD
NOTARY PUBLIC 49-17
MY COMM. EXR 6/6/2021
ST. CROIX, US VIRGIN ISLANDS