

**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.)	
)	
FATHI YUSUF and UNITED CORPORATION,	)	ACTION FOR INJUNCTIVE
	)	RELIEF, DECLARATORY
Defendants/Counterclaimants,	)	JUDGMENT, AND
v.	)	PARTNERSHIP DISSOLUTION,
	)	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,)	
)	
Plaintiff,	)	CIVIL NO. SX-14-CV-287
v.)	
)	
UNITED CORPORATION,	)	ACTION FOR DAMAGES AND
	)	DECLARATORY JUDGMENT
)	
<u>Defendant.</u>)	
WALEED HAMED, as Executor of the)	
Estate of MOHAMMAD HAMED,)	
)	
Plaintiff,	)	CIVIL NO. SX-14-CV-278
v.)	
)	
FATHI YUSUF,)	
)	
<u>Defendant.</u>)	
FATHI YUSUF and)	
UNITED CORPORATION,)	
)	
Plaintiffs,	)	CIVIL NO. ST-17-CV-384
v.)	
)	
THE ESTATE OF MOHAMMAD HAMED,)	
Waleed Hamed as Executor of the Estate of)	
Mohammad Hamed, and)	
THE MOHAMMAD A. HAMED LIVING TRUST,)	
)	
Defendants.)	
)	

_____)

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

Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United")(collectively, the "Defendants") through their attorneys, Dudley Newman Feuerzeig, LLP, hereby provide their Supplemental Responses to Hamed's Interrogatory No. 21 and Request for Production of Documents No. 13 (collectively the "Discovery") as follows:

SECOND SUPPLEMENTAL RESPONSES TO DISCOVERY

Interrogatory 21 of 50:

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

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

Second Supplemental Response:

Defendants incorporate their prior responses and discovery produced as well as their recently filed Opposition to Motion for Partial Summary Judgment as to H-142 filed on

December 20, 2019 and documents attached thereto as responsive to this interrogatory and also supplement their response as follows:

1. "State in detail how this half acre in Estate Tutu was purchased" - The Half-Acre in Tutu was purchased from Winsor E. Daniel and Juel Daniel on or about August 6, 2006 to provide an entrance parcel for the 9.31 acre tract in Estate Tutu. I am unable to recall all of the discussions surrounding the purchase of this property. However, I conducted the negotiations and it was my idea to purchase the parcel. Documents reflecting the purchase are already in the possession of Hamed and are found at HAMED596589-690.
2. "What funds were used and the source of those funds" - Funds used were from income from the grocery store operations and were Yusuf-Hamed Partnership funds. I am unable to recall all of the discussions surrounding the purchase of this property. Documents reflecting the purchase are already in the possession of Hamed and are found at HAMED596589-690.
3. "Any discussions or agreements about the funds or the purchase" – I am unable to recall all of the discussions surrounding the purchase of this property. The discussions were simply to purchase the property as an access parcel to the 9.31 acres in Estate Tutu and to title it in the name of Plessen Enterprises with a mortgage to United. The documents executed reflect that understanding. Such documents are already in the possession of Hamed and are found at HAMED596589-690.
4. Although not specifically responsive to this Interrogatory, out of an abundance of caution, Yusuf shows that as he stated throughout his Opposition to Hamed's Motion for Partial Summary Judgment as to H-142, Yusuf had reached an agreement with

Hamed to reconcile \$2,000,000 in misappropriations by Hamed, wherein Hamed agreed to relinquish his interests to two properties purchased with Partnership funds: 1) one located in the district of Tababour in Jordan and 2) property located in Tutu, St. Thomas including both a 9.31 acre tract titled in Plessen and the Tutu Half-Acre so that Yusuf would then own these properties separate and apart from the Partnership or Plessen and Yusuf would forebear pursuit of Hamed for his \$2,000,000 misappropriation of Partnership assets. Yusuf further confirms that his deposition testimony of April 2, 2014 reflects that agreement. To clarify, when Yusuf spoke with Waleed Hamed and asked him whether he spoke with his father, Mohammad Hamed, and Waleed Hamed said "yes," Yusuf was asking whether Mohammad Hamed had agreed to the transfer and relinquishment of the two properties – the Jordan Property and the Estate Tutu property, consisting of both the 9.31 acre tract and the Tutu Half-Acre. Yusuf was not simply asking whether a conversation took place, without asking the substance of the discussion. To the contrary, Yusuf was asking Waleed whether his father had agreed to the original terms of the agreement reached the previous day, which was for the exchange of Hamed's interests in the two properties and Waleed confirmed that Mohammad Hamed agreed to it. The affidavits produced below further support the agreement reached during the meetings.

RFPDs 13 of 50:

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

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

Supplemental Response:

Defendants incorporate their prior responses and discovery produced as well as their recently filed Opposition to Motion for Partial Summary Judgment as to H-142 filed on December 20, 2019 and documents attached thereto as responsive to this request and also supplement their response as follows:

In addition to the documents previously produced, Defendants shows that any other documents responsive to this request are already in the possession of Hamed and are found at HAMED596589-690.

Finally, although Yusuf does not deem these documents specifically responsive to the Request, in light of the Master's recent Order and out of an abundance of caution, Yusuf produces the following documents which relate to the subsequent agreement to transfer two properties in 2011, including property located in Jordan and property located in Tutu, St. Thomas including both a 9.31 acre tract titled in Plessen and the Tutu Half-Acre. *See* Bates Number FY015024-26 – Affidavit of Bakir Hussein (previously produced on December 13, 2017 as Exhibit 1 to Bench Memorandum for Status Conference), and Bates Number FY015034-39 — Affidavit of Mohammad Hunnun—and Bates Number FY015040-43—Affidavit of Suleiman Khaled.

Respectfully submitted,

DUDLEY NEWMAN FEUERZEIG, LLP

DATED: December 30, 2019

By: /s/Charlotte K. Perrell
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CHARLOTTE K. PERRELL (V.I. Bar No. 1281)
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Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

It is hereby certified that on this 30th day of December, 2019, I served a true and correct copy of the foregoing **SECOND SUPPLEMENTAL RESPONSES TO HAMED'S DISCOVERY AS TO INTERROGATORY NO. 21 AND REQUEST FOR PRODUCTION OF DOCUMENTS NO. 13**, which complies with the page and word limitations set forth in Rule 6-1(e), via email addressed to:

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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: DEC., 30th, 2019

Frank. [Signature] Attesting Individual

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS
DISTRICT OF ST. CROIX) ss

On this, the 30 day of DECEMBER, 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] NP-49.17 Notary Public

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

*Second Supplemental Response to Hamed's Interrogatory No. 21,
and Request for Production of Documents No. 13
Waleed Hamed et al. vs. Fathi Yusuf et al.
Case No.: STX-2012-CV-370
Page 7*

/s/Charlotte K. Perrell

without Mr. Yusuf's knowledge. The second dispute concerned the issue of excess funds that were withdrawn by the Hameds for which the Yusufs did not take in matching withdrawals.

7. As to the first dispute, Mr. Yusuf, Waleed Hamed, and Mohammed Hamed agreed that Mr. Yusuf would receive title to two properties in satisfaction of Waleed Hamed's unauthorized withdrawals. The first property is an 8 acre property located in Jordan, and the second property was a 9-10 acre property in Tutu Park.
8. To my knowledge the first property was transferred to Mr. Yusuf, however to date the second property was not transferred.
9. In several open meetings, Mr. Yusuf said that the Hameds took \$1.6 million more than the Yusufs. Waleed Hamed admitted that he took the excess \$1.6 million dollars, which is the difference between the \$2.9 Million taken by the Hameds and the \$1.3 Million taken by the Yusufs. In addition to the \$1.6 million dollars which I heard Waleed Hamed admit to, both Waleed Hamed and Fathi Yusuf both agreed to additional withdrawals by the Yusufs provided that the Yusufs produced receipts to show proof of the additional withdrawals.
10. I personally heard Waleed Hamed admitting to owing \$1.6 million dollars to the Yusufs as a result of excess withdrawals by the Hameds, and that the receipts for that amount were not available because they were destroyed prior to the raid by the U.S. Government.
11. In addition, Mr. Yusuf and Waleed Hamed discussed the unpaid rent on the Plaza Extra – East store that has been pending for many years. Specifically, Waleed Hamed agreed to pay the rent for the rental period prior to 2004.
12. At one point, there was an agreement in place between the Hameds and Fathi Yusuf that the Hameds would transfer two (2) properties to Mr. Yusuf for what he had discovered so far.
12. Despite meeting with both sides, individually and together on a number of occasions, two issues began to stand out as the sticking points.
13. First, Fathi Yusuf stated that the Hameds were not being straight with him when the Hameds refused to transfer the second property, as agreed for the transactions he had discovered so far. On the other hand, Waleed Hamed said that he did not believe that Fathi would not stop with his final request for the third property for everything. At the end, the parties could not agree to the transfer of the third piece of land to satisfy Mr. Yusuf's claims regarding the unauthorized monies taken by the Hameds. The parties also could not agree on how to divide up the business and go their separate ways.

I attest that the above facts are true.

Date: 08-10-2014


Bakir Hussein

SUBSCRIBED AND SWORN TO before me
On this 10th day of Aug., 2014.

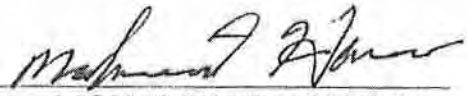

NOTARY PUBLIC

 HIZAR A. DEWOOD
My Commission #: LNP-09-11
Expires: July 14, 2015
St. Croix, U.S.V.I.

8. Fathi Yusef worked night and day to get the supermarket off the ground and was struggling to get a loan to get the supermarket loan. Fathi Yusuf mortgaged everything he owned to get the supermarket off the ground. I know that Fathi Yusuf was going to open the store without a dairy department. Just before he opened, friends of him took a tour of the store, saw that he had no dairy and offered him the money to buy the dairy. I know that they made this loan to Fathi Yusuf, just on his word alone.
9. Waleed Hamed came home from college, and started to work in the Supermarket with Mr. Yusuf, and he became Fathi's right hand person once the business got off the ground. Mike was in college at the time. Everyone knew that if you needed something from Fathi, and he wasn't around that you could ask Waleed Hamed, but that Fathi had the last word. Fathi Yusuf would treat Waleed better than his own son, and gave Waleed more authority than he gave his own son, Mike. Everyone in the whole community knew that when it come to the Supermarket, it was Fathi Yusuf, first and Waleed Hamed, second.
10. When the supermarket was being built, Mohammad Hamed was renting his house in Estate Carlton had no property to put up, he did not own any property. However, as the supermarket business became more profitable, Mohammad Hamed was able to buy the place he was renting in Estate Carlton. Mohammad Hamed now owns three (3) homes that I know about: 1) the house in Estate Carlton; 2) A house in the Westbank; and 3) a house in Irbid, Jordan, where my niece who married Mohammad Hamad's nephew lives. The house in Jordan he bought as a 2-story house then he added an additional level to make it three stories. I have been to all three homes.
11. I was surprised that Fathi Yusuf wanted to sell, when both families were doing well with the supermarket business. For example, Mohammad Hamed was later able to buy an Olive Farm in the Westbank, about 5 acres. That Olive Farm is fully planted with olive trees that were producing Olive Oil.
12. I know the supermarket was doing well for both families for the Hameds were able to open stock and operate the Five (5) Corners Mini-Mart store. I know that store was operated by Mohammad Hamed's nephews, Frankie Asad and Mike Abukais Quayyas.
13. I know the supermarket was doing well because all the Hamed sons now have their own homes. The Hameds only work at the Supermarket so the Supermarket business had to be doing well because I know that Waleed Hamed had brought a land overlooking the Estate Rattan and Estate Princess area, to build his home, but later brought a home on the East End, in Estate Southgate.
14. I know the Hameds also brought a duplex and property in Estate Carlton. The duplex was brought with two apartments and then they added three (3) other buildings with two (2) apartments each.

15. It was because I know the supermarket business was so doing well that I was really surprised to learn that Fathi wanted to sell the business. I asked Fathi Yusuf several times, "Fathi you doing well in the business, why do you want to sell" and he repeatedly told me that it was time to split up, because the families were getting too big.
16. It was not until I was asked to help settle a dispute between Waleed and, that I realized that there was a money problem between the families. At first all I knew was that Fathi was asking Waleed to explain about some money, and he was not getting an answer from Waleed.
17. I along with other family members, and close business' friends were asked to mediate a serious dispute Fathi Yusuf had with Waleed Hamed and Mohammed Hamed regarding monies taken from the business without his knowledge.
18. By the time of the first meeting to mediate, it was my understanding that the Hameds had agreed to turn-over two (2) properties to Mr. Yusuf, for what he had discovered so far: \$1.4 million, for the \$2 million transfer, including the \$700K that Mohammad Hamed agreed he received for the Batch Plant, and to cover what was spent on Waleed's gambling habit.
19. We called Waleed after Mr. Yusuf had agreed to settle the dispute for the two properties for what he had discovered, we called Waleed who came in and we told him of the agreement and we shook hands, and everyone left. Later that night, before 24 hours past, Mr. Yusuf called and asked, if I find anything else, can he ask for it, and I said no the agreement covers everything, even what he doesn't know about right now, and Mr. Yusuf said no, that the agreement was for what he knew now, not for anything else he finds. Then there was no more agreement.
20. There were other meetings to discuss splitting up the business, and there were discussions about the Yusuf family drawing \$1.3 million and the Hamed family drawing \$2.9 million. In trying to put together a settlement, Baker and Khaled Ali stated that Waleed had agreed that he owed Mr. Yusuf \$1.6, and that he was going to pay that money.
21. Finally, at one the last meetings, Mr. Yusuf said that if the Hameds transferred a third piece of property that would settle everything about the unauthorized monies, whatever he knows and he would not do any more searching for monies he did not know about.
22. Mr. Yusuf said he cannot work with the Hameds and that they still had to sell business and to divide up the business and go their separate ways

Date: 4/21/14


MOHAMMAD HANNUN

SUBSCRIBED AND SWORN TO before me

on this 21st day of April 2014.


NOTARY PUBLIC

K. Glenda Cameron
Commission Number LNP 010-09
Expiration Date: May 26, 2017

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Approved: _____
Special Agent in Charge

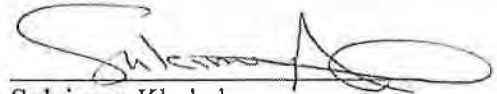
8. In an effort to resolve their disputes privately, I along with Mohammed K. Hannun sat with Waleed Hamed in my store--Food Town. Only Waleed Hamed, from the Hamed side of the family, appeared at that meeting.
9. At that meeting, I informed Waleed Hamed of Mr. Yusuf s concerns regarding the unauthorized monies that were taken. Waleed Hamed responded that he "would pay what he owes." Waleed also said that the Bank made a mistake and Mr. Yusuf needed to prove these allegations. At the meeting in Food Town, I also learned from Waleed Hamed that Mr. Yusuf and Mohammed Hamed had already discussed the families splitting up and ending doing business together.
10. The agreement that had been reached with Mohammad Hamed was that Fathi Yusuf would accept two pieces of land as settlement for the unauthorized monies taken. However, Mr. Yusuf position was that those two pieces of land would cover only the amounts of money Mr. Yusuf found out about thus far.
11. Shortly thereafter, I was part of several discussions with Mr. Yusuf and others about settling the ongoing dispute. Mr. Yusuf described additional unauthorized monies he found out about, for example the casino gambling. Mr. Yusuf then stated that he would be willing to settle regarding the unauthorized monies taken, once and for all, in exchange for a third piece of land that he and Mohammed Hamed owned. I learned from Waleed that Mr. Yusuf had offered to accept a third piece of land to settle all claims of unauthorized money taken by Waleed Hamed and his father Mohammed Hamed, but Waleed's response was "how do I know that would be the end of it -and he won't ask for more."
12. After meeting with both sides, individually and together on a number of occasions, two issues began to stand out as the sticking points: One, Fathi Yusuf [stated] that the Hameds were not being straight with him when the Hameds refused to transfer the second property, as agreed for the transactions he had discovered so far. On the other hand, Waleed Hamed said that he did not believe that Fathi would not stop with his final request for the third property for everything.
13. Another dispute concerned the issue of the funds that were withdrawn by the Hameds for which the Yusufs did not take in matching withdrawals. In several open meetings, Mr. Yusuf said that the Hameds took \$1.6 million more than the Yusufs. Waleed Hamed admitted that he took \$1.6 million dollars, which is the difference between the \$2.9 Million taken by the Hameds and the \$1.3 Million taken by the Yusufs.

Affidavit of Suleiman Khaled

14. Mr. Yusuf and Waleed Hamed and Mohammed Hamed met at other meetings, but unfortunately they could not agree regarding the transfer of the third piece of land in satisfaction of Mr. Yusuf's claims regarding the unauthorized monies taken, or how to divide up the business and go their separate ways.

I attest that above is true.

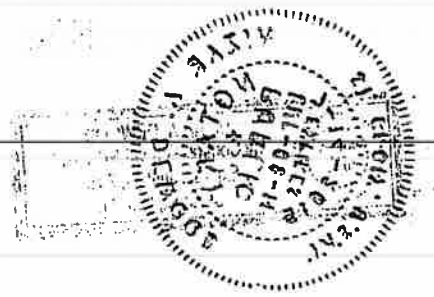
Date: 5/31/14


Suleiman Khaled

SUBSCRIBED AND SWORN TO before me
On this 31st day of May, 2014.


NOTARY PUBLIC





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Florida State Bank, Inc.
Commissioner
Glen G. Gandy
00-010-00