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

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WALEED HAMED, as the Executor of )
the Estate of MOHAMMAD HAMED, )
    Plaintiff/Counterclaim Deft.,)
    VS.
FATHI YUSUF and UNITED
CORPORATION,
        Defendants/Counterclaimants,
    VS.
WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and )
PLESSEN ENTERPRISES, INC.,
            Counterclaim Defendants.
WALEED HAMED, as Executor of the )
Estate of MOHAMMAD HAMED,
                        Plaintiff, )
    VS.
UNITED CORPORATION, Defendant
WALEED HAMED, as Executor of the
Estate of MOHAMMAD HAMED,
                        Plaintiff, )
    VS.
FATHI YUSUF, Defendant.
FATHI YUSUF, Plaintiff,
    VS
MOHAMMAD A. HAMD TRUST, et al.,
    Defendants.
KAC357 Inc., Plaintiff
    VS.
HAMED/YUSUF PARTNERSHIP,
    Defendant.
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            THE VIDEOTAPED ORAL DEPOSITIONS OF FATHI YUSUF,
        MAHER "MIKE" YUSUF, WALEED "WALLY" HAMED, NEJEH YUSUF,
        MAFEED "MAFI" HAMED, AND JOHN GAFFNEY
was taken on the 21st day of January, 2020, at the Law
Offices of Joel H. Holt, 2132 Company Street, The Alcove
Room, Christiansted, St. Croix, U.S. Virgin Islands, between
the hours of 10:00 a.m. and 5:09 p.m., pursuant to Notice
and Federal Rules of Civil Procedure.
Reported by:
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## $\mathrm{A}-\mathrm{P}-\mathrm{P}-\mathrm{E}-\mathrm{A}-\mathrm{R}-\mathrm{A}-\mathrm{N}-\mathrm{C}-\mathrm{E}-\mathrm{S}$

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Also Present: Michael Gelardi, Videographer
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COLLOQUY

THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I'm the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 21st, 2020. The deponent is Fathi Yusuf. The time is 9:59.

For the purpose of voice identification, I'm requesting that the attorneys present to identify themselves at this time.

MS. PERRELL: Good morning. Charlotte Perrell, on behalf of Mr. Yusuf, as well as United Corporation.

MR. HARTMANN: Good morning. Carl Hartmann, on behalf of the plaintiffs, Hameds.

THE VIDEOGRAPHER: Please swear in the witness.

MR. HOLT: Joel Holt, on behalf of the Hameds.

THE VIDEOGRAPHER: Could I have you say that one more time a little louder, please?

MR. HOLT: Yes. Joel Holt, on behalf of the Hameds.

FATHI YUSUF -- DIRECT

THE VIDEOGRAPHER: Please swear in the witness.

## FATHI YUSUF,

called as a witness, having been first duly sworn, testified on his oath as follows:

## DIRECT EXAMINATION

BY MS. PERRELL:
Q. All right. Good morning, Mr. Yusuf.
A. Good morning.
Q. So this particular deposition, this set of depositions, is going to be relating to a number of claims the parties have made as to gross receipts, okay? And the payment of gross receipts.

Do you recall that as a owner of United -and I'm going to say United operating as a Yusuf entity, as opposed to United operating, or with the hat of the partnership, okay?
A. Okay.
Q. So when I say United, I'm talking about United that is your family's entity that owns real estate and the shopping center and so forth.
A. Okay.
Q. Okay. Have -- has United made a claim to recover certain gross receipts taxes for monies received from tenants that were renting at the United Shopping Center?

FATHI YUSUF -- DIRECT
A. Repeat the question, please.
Q. Okay. Has United made a claim in this lawsuit --
A. Yes.
Q. -- to recover gross receipts that has been paid by the United on behalf of receipts from tenants that United believes should have been paid by the partnership?
A. It should have. That's the agreement between me and Mr. Mohammad Hamed, is the rent, it was very, very low, \$3 a square foot. I entered with a partner just simply for the purpose of helping him. He's my brother-in-law. He have six children. He went 1 year or 18 months in school. I did not want any very much more, but I think about no more than six. So we both, uneducated, let's put it this way, and we have no trade whatsoever that we can use in St. Croix, except I met Mohammad Hamed in the '70s, sometime in the '70s, and I was from the '60 in the retail business. Mohammad Hamed, it was zero before he come to St. Croix when it come to dealing with customers.
Q. Okay. So can you tell me, what was the agreement that you had with Mr. Hamed when you were beginning to operate the grocery store business? What was the arrangement that was going to be made specifically with regard to gross receipts for the shopping center and the parts that were not part of the grocery store operations?
A. Yeah, you see, because $I$ told him that -- what do

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FATHI YUSUF -- DIRECT
you have? He said 400,000. I know we're going to face a project in the millions, at least \$3- to \$4 million. And I know my brother-in-law have nothing beside what he save, 400,000. So for us to go into a big business way above our financial capacity, we have no choice but to hit a lending institute. And from experience, nobody will lend any money without taking United Shopping Center as a collateral, and the house, and the owner personal financial guarantee. And based on that, I say, Listen, I am giving you this \$3 a square foot, but I'm not paying no insurance, I'm not paying no gross receipt. The store have to take care of it.

Well, if you look at it, the store is automatically, whether I'm a partner or not a partner. It's always responsible for insurance anyhow. And the gross receipt from the supermarket was not involved, so we was really talking less than a half a million dollars annually. So if you look at half a million dollars, time 4 percent, the whole thing is about $\$ 20,000$.
Q. Okay.
A. So we was not really talking about big money. We know then. Later, it went up to 5 percent.
Q. Okay. Let me back up. So when this -- when this partnership agreement started in 19, I'm going to say 1986, and the shopping center was up, how were the gross receipts paid, and who was responsible for paying the gross receipts

FATHI YUSUF -- DIRECT
from 1996 until the time of the fire? How -- how did it get paid?
A. Who?
Q. How did the gross receipts tax for the shopping center get paid from 19 -- 1986 until the time of the fire?
A. It's being paid by the -- by the partnership.
Q. Okay.
A. By United.
Q. Okay.
A. But the -- the money in my hand, I know 100 percent is not mine. I have a partner who own interest, 50 percent.
Q. Right.
A. And he agreed to that, that all gross receipt will be paid by the store.
Q. Okay. So after the fire, did you -- when did you move to St. Thomas to open the St. Thomas store?
A. I don't know, maybe '92, I believe.
Q. Okay. So after you moved to St. Thomas to develop the St. Thomas store, did you coordinate with anybody back here at the St. Thomas -- or, I mean, excuse me, at the Plaza Extra East store, to make sure that those gross receipts taxes for the shopping center were being paid by the partnership?
A. No. You see, I did not tell my son, but Wally

FATHI YUSUF -- DIRECT
knows.
Q. Okay.
A. Wally knew more often he sign the check for the gross receipt.
Q. Okay.
A. He knew all consultation, 99 percent of my discussion, is always with Wally. I have -- I have not discussed anything with my son, not even 1 percent for the -- for respect of the partnership rule. My son, whatever I do, he have to accept, whether it's good or bad. But I been very honest and fair with my partner. Anything I do, either he or his son is aware of it and approve it.
Q. Okay. So after 1992, or whenever you moved to St. Thomas _-
A. Yes.
Q. -- in the '90s, were you following up or dealing with the shopping center gross receipt taxes while you were in St. Thomas?
A. I have never dealt with the gross receipt. I dealt with the gross receipt out of St. Thomas store covering the three store.
Q. Okay.
A. The grocery stores. But the -- the -- the supermarket, I mean, the tenant, I -- I never -- it never came in my mind that my son will go ahead and pay it. I

FATHI YUSUF -- DIRECT
thought, Wally's an honest person and he will continue doing exactly what we was doing.
Q. Okay. So when did you discover that the shopping center gross receipt taxes had not been paid?
A. About 20 years later.
Q. Okay. And was that when you came back to

St. Croix?
A. When I came back to St. Croix.
Q. Okay. And that's when this lawsuit was pending and then you made the claim --
A. Yes.
Q. -- on behalf of United?
A. Yes.
Q. All right. Okay. And I'm going to hand you what will be marked as Exhibit 2.

MR. HARTMANN: Can we put 1 in first?
MS. JAPINGA: Both of them are marked.
MR. HARTMANN: This will be 1 and 2.

MS. PERRELL: Okay. You have 1 and 2.
MR. HARTMANN: Yours is 3.
(Deposition Exhibit No. 1 was marked for identification.)
(Deposition Exhibit No. 2 was marked for identification.)
Q. (Ms. Perrell) All right. Mr. Yusuf, just so we

FATHI YUSUF -- DIRECT
have a -- a document to --
A. Yeah, okay.
Q. -- refer to, I'm going to hand you what's been marked as Exhibit 1 .
A. Um-hum.
Q. Just simply to introduce it into the deposition. This simply shows in 1993 these years.
A. Yeah.
Q. The -- these are basically the time frames for the gross receipt that United is -- is requesting.
A. Um-hum.
Q. And then there's a dispute relating to gross receipts taxes from 2007 to 2011, and then some -- another dispute, really, after the lawsuit gets filed in 2012 through 2015.
A. Yeah, whatever it is.
Q. Okay. Just telling this is why we're doing this. And also let me hand you what's been marked as Exhibit 2.

Exhibit 2, this is the amount, the 60,586 is what United is claiming needs to be repaid.
A. Um-hum.
Q. There's some question about the time frame in 2007 through '11. And then the amount that was in dispute from 2012 to '15 is the 69,000. That's all Exhibit 2 is showing.

FATHI YUSUF -- DIRECT

And Mr. Hartmann may be using these documents so that you have an orientation as to the time, okay?
A. Okay.
Q. All right. So that's Exhibits 1 and 2.

MR. HARTMANN: Let's just --
Q. (Ms. Perrell) Let me hand you what's been marked as Exhibit 3.

$$
\text { (Deposition Exhibit No. } 3 \text { was }
$$ marked for identification.) I've got a copy for you guys. So, Mr. Yusuf, I've handed you what's been marked as Exhibit 3. It is -- I will represent to you this is Exhibit F, --

A. Yes.
Q. -- which is something that was submitted as part of the claims process in the primary case. And it is a listing of what it is that United is claiming.

Have you reviewed this in the past before?
A. Yes.
Q. Okay. All right. Other than these amounts, is there any amounts that United is claiming for gross receipts?
A. I honestly don't remember.
Q. Okay. So --

MR. HARTMANN: We'll stipulate to that.

FATHI YUSUF -- DIRECT
Q. (Ms. Perrell) Okay. All right. Let me ask you about with regard to this arrangement or this agreement, you originally had this conversation with Mr. Mohammad Hamed; is that right?
A. Yes.
Q. Okay. And at any point in time, did -- well, let me say this: Before you left to go to St. Thomas, was there any point in time when you and Wally Hamed ever had any discussions that he didn't agree with that, paying for the gross receipts for the shopping center, or any problem with that arrangement?
A. We never mentioned such thing.
Q. Okay. All right. And after you went to St. Thomas, was there any dispute or issue that you ever had with Wally Hamed about that issue?
A. No.
Q. Okay. And was there any point in time where you had any disputes with any other members of the Hamed family regarding the partnership's obligation to pay the gross receipts for the shopping center?
A. I recall, I think, once I noticed that the accountant is paying based on Mafi instruction, and I told my accountant, No.
Q. I'm sorry?
A. The agreement -- the agreement is the store must

FATHI YUSUF -- DIRECT
pay all gross receipt.
Q. Okay. And that was later, when the lawsuit's already been filed?
A. Yes.
Q. Okay. All right. Relatively speaking, is the gross receipts taxes for the shopping center a very large number relative to all of the finances involved in -- in this case and the partnership operations?
A. No, I would say zero.
Q. Okay.
A. It's not much compared to the millions of dollars that we was turning over every year.
Q. And did you ever request -- when you came back, other than in the context of the lawsuit, was there ever an opportunity -- you didn't find out about this until the lawsuit was filed, right? That some things hadn't been paid?
A. Yes.
Q. Okay.
A. Until we went through the record.
Q. Okay. So any other time where there was a payment of rent and so forth, you didn't realize that the gross receipts tax for the shopping center hadn't been paid over those years; is that right?
A. When you say "payment of rent," what rent?

FATHI YUSUF -- DIRECT
Q. Hang on. Your mic just fell off. Yeah.
A. No problem. All right.
Q. Okay. Sorry. We don't want to lose it.

My question is, is there any -- let me back
up.
One of the defenses that the Hamed has raised to this claim for the 60,000 --
A. Um-hum.
Q. -- is, how do we know it wasn't already paid back to United? And my question to you is, did you ever make any claim to it until after this lawsuit was filed, when you discovered it?
A. I -- once or twice. I think is -- John is the answer -- the one to answer this question.
Q. So until --
A. I don't recall, but John, he -- he's the man have the record, books, record, and remember, we sit down one time. We sit down with the -- with Judge Ross about it. I don't know what the outcome of it.
Q. Okay.
A. That question could be directed to John, please.
Q. Okay. But all of that is after John's involved in 2012 and '13 and so forth?
A. Yeah, yeah, yeah.

MS. PERRELL: Okay. All right. I don't

FATHI YUSUF -- CROSS
think I have any further questions for Mr. Yusuf on this issue with regard to the gross receipts.

If you have questions and it brings up something else, I may redirect, --

MR. HARTMANN: Sure.

MS. PERRELI: -- but $I$ think that's it for me right now on the gross receipts.

MR. HARTMANN: Okay.

MS. PERRELI: Mr. Hartmann's going to ask you some questions.

## CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. Okay. I'd like to, first off, Mr. Yusuf, thank you for being here today. And I don't know if you remember me.
A. You're welcome. I know who you are.
Q. Okay. Let's talk a little bit about the original deal back with you and Mr. Mohammad Hamed, okay? Back when -- when you say that you agreed about gross receipts tax and insurance, that you weren't going to pay it, okay? When was that? Do you remember, was that like in 1986 when you first started?
A. Before 1986.
Q. Before there was a partnership --
A. Yes.

FATHI YUSUF -- CROSS
Q. -- you agreed?
A. Yeah.
Q. Tell me a little bit about how that took place. Like, if you remember kind of like what he said and what you said.
A. What he said, he never say nothing. Whatever I say goes.
Q. Okay.
A. And he accepted it.
Q. I see.
A. We used to have -- by the way, first we decided to put up a supermarket, it's four of us. Two of us walk out. And he said -- and I have to end up paying penalty by not keeping up my promise. And which I honor whatever word I give. And before I -- I told Mr. Mohammad, Listen, I'm facing penalty here. Are you going to pay the penalty with me or I must pick up the penalty myself? Before you answer me, Mr. Mohammad, if I pick up the penalty myself, all the share walk out will be mine. The 25 percent each person. I will end up owning 75 percent and you own 25 percent.
Q. Your mic is --
A. Okay. I'll hold it. I'll hold it this way, if you want. I'll hold it for you.
(Respite.)
Thank you.

He say, I'll get back to you. Then I think a day or two, he say, I decided. I say, What do you decide? He asked me a question, to be honest. I say, You know I'm always honest. I'm not -- I'm telling you, if $I$ was in your place, we are already in the ocean. What hopefully that we will get out of this ocean and get out of this mess, because we was in financial difficulty. If I was you, I will grab the 50 percent, and then you have 50 percent, but under one condition: All insurance and gross receipt, it must be paid by the -- I don't have no other income. Plus I told him I'm going to put my property as a collateral. He have nothing to put collateral, okay? I bought my house, 'cause the house is in the name of United Corporation, and I bought everything I own, myself and my wife. And I took the management.

Mr. Mohammad Hamed, as I say, he never run a business in the past, with respect to him. He have -- he was working in Kuwait. He run a little grocery store in Khaitan, which grocery store, we all know, is not -- is mom and pop stores. It's not in a capacity of a grocery store selling $\$ 50,000$ a month. A supermarket is doing 25 to -- \$3 to $\$ 4$ million a month. That's completely different capacity of management.

Okay. Wally, he's much educated more than me. He have a diploma, but he was a kid at that time. He

FATHI YUSUF -- CROSS
was still in school when $I$ cut that deal with his father. And Wally came into work only 4 years -- 4 months before we opened, but we was in a partner about 3 years looking for finance. And I was all doing the work myself and my daughter for the sake of the partnership with not a penny charged to the partnership.

Finally, with the help of friend of ours, we get a loan, two-and-a-half million dollar loan. I was 100-percent in charge. Of course, I don't do anything without the consulting of Wally or his father. The majority is Wally. His father is always at the receiving, and respect to him, that's all he knows.
Q. Okay. So now let me -- let me just see if I've got it correct, okay?

Before you even opened, when you were
still --
A. Before what?
Q. -- before you even opened the store.
A. Yeah.
Q. When you were still talking to Mohammad, excuse me, when you were still talking to Mohammad about how the deal would go together.
A. We only talk once, we're not talking every day.
Q. Okay. No, no, but when you had that talk, --
A. Yeah.

FATHI YUSUF -- CROSS
Q. -- you said to him, The grocery store's got to pay the receipts, not only for the grocery store, but also for my -- what your lawyer called the part of United that is just the Yusuf, I'll call it Yusuf's United. So the gross receipts tax would be paid not only for the grocery store, but also for Yusufs' United?
A. Um-hum.
Q. And you said that you told him that?
A. Yeah.
Q. And he never said anything?
A. He never said. And then I explain to him.
Q. Okay.
A. All my building depreciation, two-and-a-half --two-and-a-half, $\$ 3$ million, it being wiped out, credit, to the income of this partnership. So Mohammad Hamed, he getting depreciation on something that he don't even own.
Q. Right.

Could you use a depreciation at the time?
A. Sure.
Q. Did you have enough income?
A. Yeah.
Q. Okay.
A. All the -- my building value, it being wiped out completely to the partnership.
Q. Okay. So after you explained this to him, once

FATHI YUSUF -- CROSS
you had this talk with him and you explained how the taxes would work, you said Wally wasn't there yet, right?
A. No, Wally was not. Wally was in school.
Q. Okay. And you said that Wally came like 4 months afterwards? After you opened?
A. Wally, I believe, he came in 4 months or three-and-a-half months before we opened.
Q. Okay.
A. We was in the final stages.
Q. Okay. And -- and when Wally came in, you said because Wally had the degree, even though he was a kid, --
A. Yes.
Q. -- you dealt mostly on business stuff with Wally, who?
A. Who?
Q. With Wally.
A. What?
Q. Did you deal with him on the business stuff, --
A. Wally --
Q. -- not Mohammad?
A. -- business experience, he have zero.
Q. Right.
A. A -- a butler selling from the street. In the street.
Q. But what I'm saying --

FATHI YUSUF -- CROSS
A. He have more experience in business than a doctor.
Q. What I'm saying is, if you had to talk to somebody about something dealing with like taxes, did you talk to Mohammad or did you talk to Wally?
A. What, taxes?
Q. Taxes?
A. What did you say just now?
Q. If you needed to talk to somebody about taxes, like if you wanted to talk to -- to one of the Hameds about taxes, would you talk to Mohammad or would you talk to Wally?
A. We never have to talk about taxes before -- after we open up.
Q. Okay. Okay.
A. After we open up, we don't have to.
Q. Okay. And who -- and who -- after you opened up in '86, who took -- physically took care of the taxes? Who wrote the check, et cetera?
A. Write the check, sometime I write it. Sometime Wally write it.
Q. Wrote the check?
A. Yeah.
Q. Okay.
A. And, by the way, I never have a private office. My checkbook is always in the desk. Even, let's assume,

FATHI YUSUF -- CROSS
maybe one or two or 10 check is not signed by wally, but he could be able to see it.
Q. Okay. And -- and during that time, you had to -even back in those days, you had to fill out a sheet, right, for the gross receipts tax every month?
A. Yes.
Q. Yeah. And was -- did one of you, in particular, do it, or did whoever do it?
A. No, the man who collecting the rent. I don't collect rent. I used to have a manager.
Q. Okay.
A. Or several managers.
Q. Okay. So you had a manager who filled out the tax forms --
A. Yeah.
Q. -- and then paid them?
A. Yes.
Q. Okay.
A. He asked for a check and check would be written and give to him.
Q. Okay. And -- and do you remember what that person's name was?
A. I have no idea. I think all of them pass away.
Q. Okay.
A. Two or three of them pass away.

FATHI YUSUF -- CROSS
Q. Okay. And -- and did it stay that way from -from the time you opened until you left for St. Thomas in '92?
A. Yes.
Q. Okay. So --
A. This is my -- this is the deal we have.
Q. Okay. And then in -- as I understand it -- now, from 1992 on, after you moved to St. Thomas, you moved at the end of '92, so we'll say -- I think your claim is for '93, '93 forward.

So -- so when you moved to St. Thomas at the end of '92, did the taxes continue to get paid the same way? In other words, did your manager --
A. I would assume so.
Q. Okay. But you don't know?
A. I don't know.
Q. Okay. And did there ever come a time when you got -- you, yourself, got involved in the taxes again?
A. Never involved in the taxes. I always have be able to do the work and they're supposed to follow instruction.
Q. Okay.
A. I was always, most of the time, depending on Wally to do the work, not his father.
Q. Right.

FATHI YUSUF -- CROSS
A. But he do it exactly what $I$ tell him and he never object anything. I don't know if he consulted with his father or not, but he never, never objected anything. The thing is about the gross receipt, and I want you to bear in mind, that the partnership get benefit over $\$ 3$ million. The gross receipt we talk about, $\$ 30,000 \mathrm{a}$ year. Ten years, 20 years, 600,000. I give the partnership \$3 million or maybe a little bit more worth of depreciation. It being taken off from the income.
Q. Okay.
A. So -- plus, I put everything I own on the line with only 50-percent benefit and the rest of the benefits was going directly to Mohammad Hamed and his children. And this is, I will call it mistake, but this is a schooling for me.
Q. Okay. So when -- when you went over to St. Thomas, you were working there, you said that you thought either Mike or Wally, or somebody else was taking care of the taxes, but what I'm trying to get out, was -- was the person still doing the -- the filling out the sheet and writing the check, was that still your manager?
A. Sir, I was in St. Thomas. You talking to me like you want to put me back on St. Croix, and you know damn well I'm in St. Thomas. I already told you I'm working at St. Thomas.

FATHI YUSUF -- CROSS
Q. But was there a manager still on St. Croix?
A. Yes, but when it come to money, manager does not have access to our checking account.
Q. I see.
A. Wally's the one who has access.
Q. Okay.
A. And this son of mine, which I'm, you know, I can't blame myself, I never consult anything with him.
Q. Okay.
A. I always consult with Mr. Wally.
Q. Okay.
A. But you give me a lesson, I will never forget it.
Q. But the only thing I'm trying to ask is, do you think -- do you think -- I know you weren't there, but do you think that after '92, do you think Wally was filling out those tax forms, or do you think a manager was?
A. Sir, my job really is running the business, not running the books.
Q. Okay.
A. I can't do both.
Q. Okay.
A. I tell you, I only went six years of schooling. It's not that I don't know how to put numbers together, but not accountant level.
Q. Okay.

```
                (Respite.)
                            Okay. I'm going to ask you to look -- maybe
your counsel could help you. Can you get him to that page?
            MS. PERRELL: 1501.
            MR. HARTMANN: This is -- while you're
getting that, I'll just make the record.
                            I'm showing the witness Exhibit F, which has
been marked as Exhibit 3 for the purposes of this
deposition, which previously the witness identified as his
claim.
MS. PERRELL: It looks like my numbers are a little out of order. That's why I was wondering.
MR. HARTMANN: That's okay. Take your time.
MS. PERRELL: Here it is. Sorry. It just wasn't in order originally.
MR. HARTMANN: That's okay.
Q. (Mr. Hartmann) And what I'm referring to is marked with a Bates Stamp Number Exhibit FY 015001.
And might I lead just a little?
MS. PERRELL: Yeah.
Q. (Mr. Hartmann) What I'm showing you is a check written on United Corporation Tenants Account.
A. Um-hum, yes.
Q. The tenants' account, not -- not on the partnership account.
```

FATHI YUSUF -- CROSS
A. Yeah.
Q. And -- and it's Check Number 1870 -- I'm sorry, 1674, dated 8-27-99. And itself written to the Government of the Virgin Islands for gross receipts taxes for July. In the notation, it says July of '99. And it's accompanied by a -- by a form that was submitted with it.

Do you see that check?
A. Yes, it's in front of me.
Q. Okay. And could you tell me whose signature appears on that check?
A. I believe this is my son, Mike.
Q. Okay.
A. Maher Yusuf.
Q. And -- and do you recognize the signature -- the presented name and the signature on the form below it?
A. Below?
Q. I think it says Thomas.
A. I don't know who's that.
Q. Thomas Luff.
A. I don't know. I don't know. I tell you, I'm in St. Thomas.
Q. Okay. So -- so --
A. That must be the manager of the shopping center.
Q. So this is a check from 1999 paying the gross receipts tax.
A. Um-hum.
Q. Written on the tenants' account, and it's signed by your son, Mike?
A. Right.
Q. Not by Wally?
A. Sir, I told you, my son never been advised whatsoever about the partnership. I was never discussed it, anything with my son. And I was always fighting with his mother, Let your son knows everything. I said, Listen, honey, my son have to respect my opinion. I have to have my partner at -- at peace. I dealing with a partner. I'm obligated to my partner. I am not obligated to one of my ten children. They have to go with whatever I say.
Q. Okay. I guess the question I'm asking, though, is that you weren't there?
A. And my son didn't know.
Q. And your son didn't know, but your son was still signing the stuff?
A. Yes, his signature is on the account.
Q. And if you'll turn over to the next page.
A. Um-hum.
Q. You'll see a check. It's Bates Number FY 015000, and it's dated -- a check on the United Corporation Tenants Account dated 9-30-99. Says it's for the payments of August of '99. And -- do you see that one?

FATHI YUSUF -- CROSS
A. Yes, I seen it.
Q. 1714 -- Check Number 1714?
A. Yeah.
Q. And whose signature is at the bottom of that?
A. Maher Yusuf. You -- we come up through this already.
Q. That's the --
A. And many time, I tell you, my son didn't know anything about the deal.
Q. No, I -- I don't know -- I'm not asking about whether he knew anything about the deal. I'm asking --
A. I know, but you are getting to the same similar result. Hey, I'm a human being. Don't put words in my mouth.

MS. PERRELL: I think we'll stipulate.
A. I think he took it. That's it. One evidence is enough, it shows. If I start this road, I keep continuing until it's finished.

MR. HARTMANN: Okay.
MS. PERRELL: We would stipulate Mike signed these. These are Mike's signatures. We knew that. That's why I said Mike is going to need to testify at some point relating to this. Happy to stipulate that those -- I believe most of these are Mike's signatures.

MR. HARTMANN: Will you stipulate that Mike

FATHI YUSUF -- CROSS
was not the person who was running the -- paying of the gross receipts operation?

MS. PERRELL: What do you mean?

MR. HARTMANN: He's testified that -- can we go off the record for one second?

MS. PERRELL: Sorry.

THE VIDEOGRAPHER: Going off the record. The time is 10:37.
(Discussion off the record.)

THE VIDEOGRAPHER: Going back on the record. The time is 10:39.

MS. PERRELL: Just wanted to stipulate that very -- I believe that all of the signatures, I'll have to go through, but $I$ believe that the various --
A. Some of it is mine.
(Respite.)
MS. PERRELL: Yeah. Beginning at Page FY 15005 -- oh, these are all out of order, so I'm happy to stipulate that --

MR. HARTMANN: You don't have to use numbers. Just do it generally.

MS. PERRELL: I'll say most of these checks are signed by Mike Yusuf during the time in which Mr. Yusuf was out of St. Croix. Most of them.

MR. HARTMANN: Okay.

FATHI YUSUF -- CROSS

MS. PERRELL: I believe there's a few on the front that are different, so --

MR. HARTMANN: And maybe we can stipulate.

MS. PERRELL: And if you need to ask

Mr. Yusuf any further question, I just -- that's where I am.

MR. HARTMANN: That's fine. And maybe we can cut through this by you can stipulate to this: That many of the checks that are provided as proof of your claim, such as Check 1812, which is FY 015009. Here, you can look at my copy.

MS. PERRELI: Okay.

MR. HARTMANN: As well as the ones on the following pages, such as Check Number 1840, which is FY 015008. And Check Number 1869, which is FY 014978. Many of these checks are not signed; is that correct? I mean, can you stipulate to that?

MS. PERRELL: I can stipulate that they are not signed.

MR. HARTMANN: Okay.

MS. PERRELL: My recollection -- I think this is helpful.

My recollection is, is that there were at least some -- there's some -- in some of these other documents in the -- in the next grouping of documents, you'll see some of the payments to the VIBR (sic) for gross

FATHI YUSUF -- CROSS
receipts that are in some of those tenant account
statements. That's all I'm saying.

But I would stipulate that the ones that you
pointed out here are not signed. I'm not saying they
weren't ultimately signed and cashed.

MR. HARTMANN: But -- but we also stipulate
that -- that the person whose name appears on everything is this Mr. Thomas Luff.

MS. PERRELI: Yes, it appears that that's --

MR. HARTMANN: Luff; L-U-F-F. Okay.

So he wanted to say something about this now.

MS. PERRELI: Okay.
Q. (Mr. Hartmann) Mr. Yusuf, --
A. Yes.
Q. -- you wanted to say something about the fact that your son was signing all these checks, not Wally?
A. No, no. I don't have nothing to say.
Q. Oh, okay. (Respite.)
A. See, this. Copy of this.

MS. PERRELI: I know.
A. Sometime he will make a copy before he sign.

Before he sign it.

MR. HARTMANN: What did he say?
A. I talking to my lawyer.

FATHI YUSUF -- CROSS

MR. HARTMANN: Oh, okay.
All right. So -- so I guess what you're proffering is that rather than asking him a question, you would like to take your direct examination of Mike and have him cross Mike?

MS. PERRELL: I think that's going to help --
MR. HARTMANN: Okay.
MS. PERRELL: -- clear up. I think he's told you what he can tell you about it.

MR. HARTMANN: Why don't you let him step off subject to --

MS. PERRELL: Okay.
MR. HARTMANN: -- that mine field being
clear. So why don't you take a seat, sir? We'll stop now.
A. You want to call me back, or I should go?

MS. PERRELL: No, I -- I don't think there's any -- I have nothing to follow up with you. I think we're okay for this.
A. So do I leave the premises --

MS. PERRELL: No, no.
A. -- or do I stay?

MS. PERRELL: No. Sit right here.
MR. HARTMANN: We're going to continue the deposition.

THE VIDEOGRAPHER: This is the continuance --

MAHER "MIKE" YUSUF -- DIRECT
end of continuance. Time is 10:43.
(Short recess taken.)
THE VIDEOGRAPHER: In the matter of Waleed
Hamed versus Fathi Yusuf and United Corporation in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I am the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 21st, 2020. The deponent is Maher "Mike" Yusuf. The time is 10:46.

For the purpose of voice identification, I am requesting the attorneys present to please identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HOLT: Joel Holt, on behalf of the Hameds.

MR. HARTMANN: Carl Hartmann, on behalf of the Hameds.

THE VIDEOGRAPHER: Please swear in the
witness.

MAHER "MIKE" YUSUF -- DIRECT

$$
\begin{gathered}
\text { MAHER "MIKE" YUSUF, } \\
\text { called as a witness, having been first duly sworn, } \\
\text { testified on his oath as follows: } \\
\text { DIRECT EXAMINATION }
\end{gathered}
$$

## BY MS. PERRELL:

Q. Okay. Mike, we were asking some questions a few minutes ago. I'm going to direct your attention to Exhibit 3, which has already been identified. Do you mind if $I$ flip him to the right page here? Let's see.

All right. Just for ease, since we've already been discussing Exhibit -- this particular page, FY 015001. Let me start with that one. Let me back up.

Did you have any conversations with your father prior to the time that he went over to St. Thomas about how the gross receipts issues were supposed to be resolved with the shopping center?
A. No.
Q. Okay. Were you primarily in charge of writing checks for the tenant account here in St. Croix?
A. I -- we -- I wrote some, but we usually have a property manager.
Q. Okay. With regard to the property manager, what, exactly, was his role?
A. Going around issuing rent, invoices, collecting rent.
Q. Okay. And he tracked it?
A. Yeah.
Q. Okay. And did you -- did he provide and prepare the various forms for the payment of the gross receipts taxes?
A. Well, $I$ can't remember, but from looking at this, this Tom Luff is the property manager that we had.
Q. Okay. Was he the only property manager that you guys had?
A. No, we had several.
Q. Okay. Do you remember about when he was there? Obviously dates here reflect 1999.
A. No. Yeah.
Q. Do you have a sense of when he was there?
A. Nah, I don't remember when he began and when he left, no.
Q. Okay. All right. And was it -- well, just to be clear, none of the members of the Hamed family had access to the tenant account; is that correct?
A. Correct.
Q. Okay. When -- did he provide you, for example, do you recall, did he provide you this information and a -- and a -- and a check or ask you for a check for the gross receipts, do you recall?
A. I -- I don't recall, but I'm sure he -- he did all

## MAHER "MIKE" YUSUF -- DIRECT

the work or whatever.
Q. Okay. All right. And when you issued the check, did you have any idea whether there had already been a prior arrangement between your father and Mr. Hamed?
A. No, I didn't know the details back then.
Q. Okay.
A. All right.
Q. And so you thought -- well, what did you think when you were handed this information from the property manager?
A. Well, usually at that time, I was younger and all the instructions I took was from Wally.
Q. Okay. All right. Did Wally ever discuss with you the issues regarding -- or any arrangement that had been made with regard to the gross receipt taxes for the shopping center?
A. I don't remember.
Q. Okay. All right. Would Wally have provided you any instructions with regard to the tenant account?
A. No. Not any instruction with the tenant account, no.
Q. All right. So when you were provided this information, was there any other things that Mr. Luff would give you and say, You need to pay this, or you need to do this out of the tenant account?

MAHER "MIKE" YUSUF -- DIRECT
A. Yeah. I mean, we had, you know, garbage disposal, electric, you know, all the regular --
Q. Other expenses?
A. -- expenses, yeah.
Q. Okay. All right. How -- do you mind if I ask, how old are you?
A. Me? 52 .
Q. All right. How old is Wally? Is he older than you?
A. Yeah, I think he's 6 years older than me. 58. You 58?
Q. Okay.
A. I think he's 58.
Q. All right. When did you start working at the Plaza Extra East store?
A. I was there from before, when it was dirt --
Q. Okay.
A. -- until 1986, of -- if I'm not mistaken, late August or early September, and I went to college.
Q. Okay. So in 19 -- in the early '90s, though, you were in high school, right?
A. Yeah.
Q. Okay. So what role did you have -- this was just an extra job for you?
A. No. Whatever needs to be done, I did.

MAHER "MIKE" YUSUF -- DIRECT
Q. Okay. All right. But you weren't writing checks in high school, correct?
A. No, no, no.
Q. So when you left for college, did you come back immediately after you were finished or --
A. Yes.
Q. Okay. And so when did you come back and work full time at the United Shopping Center, Plaza Extra East?
A. 1990, I believe.
Q. 1990, okay.
A. Yeah, 19 -- no, '91.
Q. Before the fire?
A. Yeah. Before the fire, yeah.
Q. Okay. And at that time, both Mr. Yusuf and Wally were working in the store as well?
A. Yes.
Q. Okay. And from a hierarchy perspective, were both of them your boss?
A. Yes.
Q. Okay. All right. And then when your father, Mr. Yusuf, ended up moving to St. Thomas, did you stay at the St. Croix store?
A. Yes.
Q. Okay. And at that point in time, I'm just going to say mid-'90s, who would you consider to be your boss
while you were at the Plaza Extra East store?
A. Well, my father, and, well, Wally was working in the Plaza East store, so most of the instructions came from Wally.
Q. Okay. Because he was on site?
A. Yes.
Q. Okay. All right. And then eventually when did you -- let me ask you this: Did you ultimately have responsivity for the Plaza Extra West store?
A. Yes.
Q. And when was that?
A. From -- from day one before construction.
Q. But when? When was it? What is the years?
A. We started -- we broke ground in 1998.
Q. Okay.
A. And we opened in 2000, November.
Q. Okay. And so 2000, November?
A. Right.
Q. All right. And so after 2000, November of 2000, were you at the Plaza Extra West store primarily, like moved --
A. Permanently, yes.
Q. Okay. All right. And then at that point in time, who was primarily handling the things that needed to be done with regard to the tenant account after you were over at

## MAHER "MIKE" YUSUF -- DIRECT

Plaza Extra West?
A. It was just the property manager. It was --
Q. Okay.
A. You know, just the property manager. And I believe we had -- the store had an accountant that would consult with Wally and what needs to be done.
Q. Okay. And when you say, "an accountant," you mean like an internal comptroller-type person or bookkeeper?
A. I -- I believe so, yeah.
Q. Okay.
A. I believe so.
Q. Do you remember the names of these people?
A. No.
Q. Was there any one person that was there for any particular long period of time, or was it a number of different people?
A. I don't remember who it was.
Q. Okay. Did there ever come a time when the payment of gross receipts taxes, ultimately for the grocery store operations, get consolidated in and paid out of St. Thomas?
A. I don't remember.
Q. Okay.
A. I mean, I -- I never handled the --
Q. Okay.
A. -- the book, paper, you know, what to pay, who to

## MAHER "MIKE" YUSUF -- CROSS

pay. That, I was always told.
Q. Okay. All right. Other than signing the -- the various checks that are set forth in -- in this exhibit, Exhibit 3?
A. Um-hum.
Q. Do you have any other information relating to the payment of the gross receipts for the United Shopping Center that we haven't already discussed?
A. No.
Q. Okay.

MR. HARTMANN: You're done?
MS. PERRELL: Yeah.

## CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. I'm going to ask you, are you a good artist?

I'm going to ask you on what I'm going to give you is a blank sheet of paper as Exhibit 4, if you could just sketch just roughly as possible the physical layout of the East store? Not -- just the -- the shopping plaza.

In other words, where's the grocery store and where are the rentals and stuff like that? Could you do that?
A. Yeah, sure. (Witness complies.)
Q. We're not going to hold you to this.

MAHER "MIKE" YUSUF -- CROSS
(Deposition Exhibit No. 4 was
marked for identification.)
MS. PERRELL: And we have this information in the rent issues. We have a -- if you really want one.

MR. HARTMANN: No, no.
MS. PERRELL: Oh, okay. I'm not sure what the purpose, but, okay.

MR. HARTMANN: I'm going to ask him some questions --

MS. PERRELL: Okay.
MR. HARTMANN: -- to locate some people and stuff.
(Respite.)
Q. (Mr. Hartmann) Okay. Now draw a really dark square where the grocery store is. And -- and label that A. Just stick a big A in there.
A. (Witness complies.)
Q. Okay. So when we're talking about -- we're talking about two versions of United: Your lawyers said there's the United that was the part that dealt with Plaza Extra the partnership; and then we're talking about the United, I call it Yusufs' United, which deals with the rental parcels.

The rentals are -- are everything that isn't
labeled A on Exhibit 4; is that correct?

## MAHER "MIKE" YUSUF -- CROSS

A. Correct.
Q. Okay. So -- so in effect, there were two completely different businesses going on here: One was Plaza Extra, the grocery store supermarket, which operated under the United name; and then there was this other thing called -- which we always refer to as the rental account, it's all the rest of the stuff that was handled -- that was non-grocery store; is that correct?
A. Um-hum.
Q. Okay. Now, we've talked about this Mr. Luff and -- and what he did here.

First of all, where was Mr. Luff physically located on that chart? On Exhibit 4, if you'd draw a circle there, just put a $B$ in it.
A. He was located upstairs.
Q. Approximately. I'm not going to hold you to it. Okay.
A. Yeah.
Q. He was situated where within the -- within the A. Okay.

So Mr. Luff was paid by which of these entities? In other words, if I looked at his paycheck, was he being paid out of the rental account, or was he being paid out of the Plaza Extra partnership account?
A. Out of the rental account.

MAHER "MIKE" YUSUF -- CROSS
Q. So he was strictly an employee of Yusufs' United, not of the partnership?
A. Tenants, yeah.
Q. The tenant. Okay.

So does it make it -- everybody feel better if I just use the word "tenant" to refer to that side of the operation? There's the grocery store side and there's the tenant side.

MS. PERRELL: That's fine. I've been referring to it as the shopping center, but --

MR. HARTMANN: Okay.
MS. PERRELL: -- whatever works for you.
Q. (Mr. Hartmann) Whatever. Okay.

So -- so the -- the problem that we're having here, as I understand it, is that for a large number of years, the -- the grocery store was paying -- Mr. Luff was filling out these forms and paying for the gross receipts for the tenants out of the tenants' own account, right?
A. Um-hum.
Q. Okay. He wasn't using partnership funds to pay the tenants' gross receipts?
A. No.
Q. Okay. And I believe you've testified that you have no idea whatsoever what the deal was between your father and Mr. Hamed for the rents? At the time, you didn't

## MAHER "MIKE" YUSUF -- CROSS

know anything about what was going on?
A. No. I mean, some details, but not, you know, not everything.
Q. What -- what did you -- I don't want to put words in your mouth. Why don't you start when you came, and tell me kind of what you thought was going on with the rent? With the gross receipts taxes?
A. I know they had a business agreement that we ran the store and they -- they collect 50 percent of the -- the income of -- of the store.
Q. Okay.
A. And anything to do --
Q. You knew about that agreement?
A. But anything that we did pertaining to tenants or anything was solely, we were responsible. I mean, it's ours as it is. But certain conditions was merged together. I know the insurance, for sure, was, you know, the store paid it, for everything.
Q. Okay.
A. And according to the gross receipt, I don't know what's the customary that they used to do. I mean, I got lost.
Q. Okay. And -- and so the person who -- who -- the only person who was on site at the time -- and -- and the time I'm referring, if you look at Exhibit 1, the stuff

## MAHER "MIKE" YUSUF -- CROSS

colored pink is what we're talking about right now this morning, those years, the only person who was kind of on site who was -- who was a tenant account employee was -- was the business manager. Were there any other people being paid -- strike that question.

Were there any other people at the East store who were being paid out of the tenant account, besides Mr. Luff or his replacement? Were there secretaries? Were there -- were there --
A. As an employees?
Q. Yeah.
A. I don't believe so. I don't remember.
Q. Okay. So Mr. Luff would have been the person who was -- who was really the partnership's business guy at -at the East store; is that correct?

MS. PERRELL: Objection.
A. No, no.

MS. PERRELL: You said "partnership's business guy."
A. Right, he's not.

MR. HARTMANN: I'm sorry.
MS. PERRELL: I think it was a mistake.
Q. (Mr. Hartmann) The rental. Mr. Luff was the person who was really the -- the rental business's representative at the East store?

MAHER "MIKE" YUSUF -- CROSS
A. Yeah, the rental, which is, yeah.
Q. And Mr. Luff would -- would -- would fill out these forms, such as FY 015001, and he would then give them to you and say, Mike, write a check, right?
A. Right.
Q. You didn't understand what was going on?
A. No, I didn't.
Q. Okay.
A. No.
Q. But Luff did?
A. I'm not sure if it was handed to him. I'm not sure if it was handed to him or he knew what to do, but I just --
Q. Okay.
A. -- I was -- a check was written and all I needed to do was sign it.
Q. Okay. So -- so you didn't know where the thing was coming from? All you knew, you got a check one day in -- in -- in this form and you signed it and it got mailed out, right?
A. I don't know. I don't know it got mailed out or sent out or --
Q. Oh, okay.
A. Or walked in. Walked out. I don't know.
Q. All you did --

## MAHER "MIKE" YUSUF -- CROSS

A. I'm not going to agree to that.
Q. All you did was sign it?
A. Sign it, yes.
Q. Okay. And did you deal -- did you deal with

Mr. Luff on other tenant or tenant account business?
A. Yes.
Q. Okay. What kind of stuff? What kind of other stuff did you deal with Mr. Luff on?
A. In general, just the -- taking care of the place.
Q. Taking care of everything that isn't A here?
A. Taking care of everything that's what?
Q. All this other stuff that is not A in Exhibit 4?
A. He was the property management for everything.
Q. Did he manage the supermarket?
A. He didn't manage the supermarket, but you have a sidewalk to the supermarket. You have a side wall to -- I mean, that was part of the shopping center. He took care of the shopping center, which that was included in the shopping center.
Q. Okay. But he didn't -- for instance, he took care of the inside of -- of all the rest of the building, but not the inside of the grocery store; is that correct?
A. He didn't take care of the inside of any of the buildings.
Q. Oh, no?

MAHER "MIKE" YUSUF -- CROSS
A. $\quad \mathrm{NO}$.
Q. Okay. And you dealt with him on those things?
A. Yes.
Q. Okay. For instance, if -- if there was a light out in the parking lot, he wouldn't know it because he wasn't there at night, but you would know it, so --
A. Right.
Q. So you would report it to him?
A. No, not really.
Q. Okay.
A. Not --
Q. How would that happen?
A. I would fix it.
Q. You would fix it?
A. I would fix it, or we would. I mean, I don't know. I don't remember.
Q. Oh, okay.
A. We'll get somebody to fix it or --
Q. I'm just trying to get a better view of what it is Mr. Luff did.
A. Or I would -- I would tell him. I don't know. I don't remember.
Q. I'm just trying to get a view of what Mr. Luff was doing there besides paying gross receipts taxes.
A. I told you, he's the property manager.

## MAHER "MIKE" YUSUF -- CROSS

Q. But what -- what did he do as property manager?
A. Anything to do with the -- the shopping center.
Q. But not the lights and not the inside of the buildings, so what I'm --
A. I said, I'm not sure if he does. If he took care of the lights or not, or we will do it.
Q. Okay. And what kind of things would you interact with him about? Like, if you saw him and -- and you were talking about the rental business, what kinds of things would you and he talk about, just generally?
A. If certain things need to be done around the shopping center --
Q. Okay.
A. -- I would tell him, or who's behind in rent.
Q. Okay.
A. You know, we would discuss it to me -- with me. General stuff as whatever takes to run a shopping center.
Q. Okay. And how did you know what to tell him? Or how did he know what to do? Did he talk to your father?

In other words, you got the guy writing the gross receipt taxes who also does this other stuff. Who's his boss? Who's telling him how to do his job or what decisions to make?
A. Either me or my dad.
Q. Okay. And we also looked at a couple checks that

## MAHER "MIKE" YUSUF -- CROSS

just -- claims that are being made where the checks weren't actually physically signed.

For instance, I'm going to show you within Exhibit 3, FY 014978. Here, you can look at my copy.
A. Um-hum.
Q. Can you explain to me what -- what you think was going on then, or do you know?
A. I guess he made a copy of the check and the gross receipt before $I$ could sign it.
Q. Okay. So you think that this check was actually signed and then --
A. And processed.
Q. -- and processed?
A. Yes.
Q. Okay. Did you ever have a discussion with -- I know this is a silly question to ask, but do you remember having any questions with Wally Hamed about how the gross receipts tax got paid? Who was supposed to sign the gross receipts tax, or processing of gross receipts tax?
A. No, I didn't know anything about gross receipt taxes back then.
Q. So the only person that -- the only two people that would have known about it were Luff and Wally?
A. No. I'm not sure if it was Wally or we -- I think we had an accountant there.

## MAHER "MIKE" YUSUF -- REDIRECT

Q. Oh, I see.
A. I wasn't sure, but, you know, all the instructions came from Wally maybe to the accountant to Luff if something to do with gross receipts, or --
Q. But you don't know?
A. No, I don't know. Or it was the other way around.

MR. HARTMANN: Okay. Okay. I think that
we're -- unless you've got another witness on that 2000 -'93 to 2001 period, I think we're done.

MS. PERRELL: Let me -- I just have a follow-up question for Mike.

MR. HARTMANN: You're going to take -- are you going to take Wally direct or am I?

MS. PERRELL: However, but I had a
follow-up --
MR. HARTMANN: Oh, okay. Sorry.
MS. PERRELL: -- before we --
MR. HARTMANN: Okay.

MS. PERRELL: -- get to the next part of it.

## REDIRECT EXAMINATION

BY MS. PERRELL:
Q. Mike, $I$ just wanted to ask you a question: During this time frame that Mr. Luff was there -- well, let me ask you this: Do you know for sure when Mr. Luff -- I mean, we know he was -- wherever he was there when he signed various

MAHER "MIKE" YUSUF -- REDIRECT
documents in Exhibit 3, but do you remember his exact time frame, start to finish?
A. $\quad \mathrm{No}$.
Q. Okay.
A. No.
Q. Do you -- do you know whether Mr. Luff had ever met with Mr. Fathi Yusuf?
A. Yeah.
Q. Okay.
A. Oh, yeah.
Q. Do you know with -- whether or not Mr. Yusuf ever gave him any particular instructions?
A. No, I don't.
Q. Okay.
A. I mean, I'm sure he gives him instructions.
Q. Okay.
A. I mean, he has to report to somebody.
Q. Okay. Do you know whether or not Mr. Luff was ever advised that there was, in essence, this partnership agreement that was different from the United Corporation, which is what all outward appearances were that this operation was running through United?
A. No, I'm not sure.
Q. Okay. Did he have any idea that the partnership was going to be paying rent to United, the Yusuf United?

MAHER "MIKE" YUSUF -- REDIRECT
A. I'm not sure.
Q. Okay. You don't know whether he knew that?
A. No.
Q. Okay. Do you know whether that was information -did you ever discuss with him that there was going to be rent coming from the United -- from the Plaza Extra store to United?
A. Yeah, yeah.
Q. Okay. No, no, no.

Did you ever discuss with him --
A. No.
Q. -- that the Plaza Extra, like the grocery store, was going to pay rent for --
A. No, I never discussed anything.
Q. Okay. All right. With regard to Mr. Luff, was the primary purpose for engaging him to deal with the collection of rents from the tenants?
A. The collection of the rent and the upkeeping of the -- the ground.
Q. Upkeeping of the grounds. Okay. All right. All right.

Do you recall who hired Mr. Luff?
A. No.
Q. You don't know who hired him?
A. No, I don't know.

MAHER "MIKE" YUSUF -- RECROSS
Q. Okay. All right. Did he have any other responsibilities -- did he have any responsibilities with regard to the grocery store, or was he really just a -- a tenant -- a person to deal with the tenants?
A. Person to deal with the tenants.
Q. Okay.
A. Nothing to do with the physical inside of the store.
Q. Okay. And just the upkeep of the property in general?
A. Right.

MS. PERRELL: Okay. All right. I don't think
I have any further questions.
MR. HARTMANN: I just have one. RECROSS-EXAMINATION

## BY MR. HARTMANN:

Q. You said that Mr. Luff had met with your father a number of times?
A. Yeah, of course.
Q. Okay. And -- and I assume that your father must have hired him?
A. I don't recall who hired him.
Q. Oh, okay. But Wally Hamed didn't hire him?
A. I don't recall.
Q. Okay. Did Wally Hamed have any interactions with

FATHI YUSUF -- DIRECT

Mr. Luff?
A. Yes.
Q. Okay. And what were those interactions?
A. I don't recall. I don't know.

MR. HARTMANN: Okay. I'll ask Wally that.

Okay. I think we're done with the -- with your claim '93 to 2001. Okay. You can step down.

MS. PERRELL: I was going to say, I would
like to recall him to clarify.

THE VIDEOGRAPHER: Continuance or conclusion?

MR. HARTMANN: I know. I'm thinking. Okay.

Okay. But they're asking whether he's concluded. It's a -all these will be continuation. That's --

MS. PERRELI: I agree.

THE VIDEOGRAPHER: This is the continuance of the deposition. The time is 11:13.
(Short recess taken.)

FATHI YUSUF

THE VIDEOGRAPHER: This is the continuation
of the deposition of Fathi Yusuf. The time is 11:14.

MS. PERRELI: Do you need us to re-identify?

MR. HARTMANN: No.

DIRECT EXAMINATION

BY MS. PERRELI:
Q. Okay. Mr. Yusuf, I just had a couple of quick

FATHI YUSUF -- DIRECT
follow-up questions. This shouldn't take long.
Do you recall -- do you recall ever meeting
with Mr. Luff?
A. Yes.
Q. Okay. Did you ever advise Mr. Luff that the gross receipt taxes are not to be paid out of the United Shopping Center tenant account?
A. No.
Q. Okay. At the time, did Mr. Luff, was he ever advised that United operated both as United, the landlord and the owner of the shopping center, and also as the partnership? Did he know that there was any difference?
A. He didn't know what was going on between each other.
Q. So he did not know that?
A. No, he did not.
Q. Okay. All right. I have no further questions.
A. The insurance, by the way.
Q. Okay. So --
A. I would like to correct myself.
Q. Okay. If you'd like to correct yourself, something related to --
A. About the insurance, I was paying my own insurance. United was paying its own insurance. The only agreement was -- is the rent. Why the rent? Because it's

FATHI YUSUF -- DIRECT
in the same income tax where Mohammad Hamed is involved. He's involved in the income tax return. He was involved in everything on net profit, not as a partner as what -- with respect to Judge Brady say, now he's a partner. Well, if he's a partner, I don't want to work with him, period.

MR. HARTMANN: Okay.

MS. PERRELL: All right. I think we can clarify that at another time on another issue. I think on gross receipts, I think we're good.
A. Yeah, just the gross receipt.

MS. PERRELI: Okay.

MR. HARTMANN: We can go off.

MS. PERRELL: No further questions on that. That will be the end of that one.

MR. HARTMANN: Yeah, but we're continuing.

MS. PERRELI: Oh, I'm sorry.

THE VIDEOGRAPHER: This is the continuance of
the deposition. The time is 11:16.
(Short recess taken.)

THE VIDEOGRAPHER: In the matter of Waleed

Hamed versus Fathi Yusuf and United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I'm the
videographer for today's proceedings. Our court reporter is

WALEED "WALLY" HAMED -- DIRECT

Susan Nissman. Today's date is January 21st, 2020. The deponent is Waleed Hamed. The time is 11:18.

For the purpose of voice identification, I'm requesting the attorneys present to identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of
United Corporation and Fathi Yusuf.
MR. HOLT: Joel Holt, on behalf of the
Hameds.
MR. HARTMANN: Carl Hartmann, on behalf of the Hameds.

THE VIDEOGRAPHER: Please swear in the witness. WALEED "WALLY" HAMED, called as a witness, having been first duly sworn, testified on his oath as follows:

## DIRECT EXAMINATION

BY MS. PERRELL:
Q. Good morning. You've been present for the last couple depositions, and so I just have a couple quick questions regarding the gross receipts paid by -- that relate to the shopping center, the Plaza shopping center, United Shopping Center.

The first question $I$ have is, were you aware of the agreement between Mr. Fathi Yusuf and your father,

WALEED "WALLY" HAMED -- DIRECT

Mohammad Hamed, that Mr. Yusuf testified to that the grocery store operations, the partnership, would ultimately pay all of the gross receipts for the shopping center? Were you aware of that?
A. No.
Q. Okay. Did you ever have any discussions with

Mr. Yusuf regarding gross receipts tax at some later point in time as you were working in the Plaza Extra East store?
A. Never.
Q. Okay. Did you have any conversations -- so if you weren't aware of it, that means you also, just to clarify, didn't discuss that issue with your father, correct?
A. That's correct.
Q. Okay. All right. So as we sit here today, you can't dispute what Mr. Yusuf has said was the arrangement that he had with Mohammad Hamed relating to gross receipts, correct?
A. That's correct, but this is a new notion. I mean, I never heard of this before. Why, never, it came out before?
Q. Okay. But you weren't aware of the agreement, correct?
A. According to him, there's an agreement, but there's no agreement that I'm aware of.
Q. Okay. You weren't aware of it, correct?

WALEED "WALLY" HAMED -- DIRECT
A. Correct.
Q. Okay. With regard to the -- with regard to

Mr. Luff, do you recall this Mr. Luff person?
A. Most likely, yes.
Q. Okay. Do you have any recollection of how long he was at the shopping center?
A. No, ma'am.
Q. Okay. Any -- I'm just trying to get a ballpark. Nobody seems to recall this guy very well.

Did -- was either for a year or two, your recollection or --
A. I have no idea. I had no dealings with Mr. Luff. I had no interaction except good morning, goodbye, have a nice day, and that's it. Had nothing to do with the shopping center.
Q. Okay.
A. Had nothing to do with Mr. Luff.
Q. Okay. Was there a point in time in which the St. Thomas store handled the gross receipts taxes for -payment of those for all of the stores?
A. For the Plaza Extra stores, yes.
Q. Okay. Do you recall when that happened?
A. I think it's after the St. Thomas store opened.
Q. Okay. And approximate year would that have been?
A. I believe maybe '94, I think, the store opened, if

## WALEED "WALLY" HAMED -- DIRECT

I'm correct.
Q. Okay. And so that was about the time Mr. Yusuf obviously went to St. Thomas, correct? Or he went a little before, but that's that same time frame, correct?
A. Yes.
Q. Okay. And so before Mr. Yusuf left, did you have anything to do with the writing of any checks for the gross receipts, either for the grocery store operations, or any other gross receipts taxes?
A. Like I told you, I had nothing to with the shopping center whatsoever.

And as far as me signing checks, we opened Plaza Extra East in 1986. I didn't have any signing check -- I mean, I had no authority to sign checks. Fathi was the only one who signed the checks --
Q. Okay.
A. -- for the Plaza Extra East.
Q. When was it you were given authority to sign checks?
A. Sometime probably 3-4 years after that.
Q. Okay. So would that be early '90s?
A. I'm not sure. I think probably after we moved to St. Thomas, or right after we moved to St. Thomas.
Q. Okay. Because at that point, Mr. Yusuf would be gone and somebody would need to do it on behalf of the East

WALEED "WALLY" HAMED -- DIRECT
store?
A. I believe around that time, yes.
Q. Okay. So that makes sense. All right.
Q. (Mr. Hartmann) And just for the record, what was the date of that?
A. The date of?
Q. When you opened St. Thomas.
A. St. Thomas, I believe it's in '94.

MR. HARTMANN: Okay.
Q. (Ms. Perrell) Which was also shortly after the fire and so forth; is that right?
A. Yes.
Q. Okay. All right. So before Mr. Yusuf left to go to St. Thomas, was there any sit-down that you had with him regarding any of the -- the documents, any of the paperwork, anything that needed to be done?
A. No.
Q. Okay.
A. Fathi Yusuf always took care of that.
Q. Okay. But when he went to St. Thomas, you picked up that role?
A. Absolutely not. He continued doing it himself with the accountants that he had in St. Thomas.
Q. Okay. But for every check that was written at the United -- let me ask you this: For the things that you had

WALEED "WALLY" HAMED -- CROSS
to write -- checks that had to be written out of the
St. Croix office, wasn't that something that you then picked up?
A. The St. Croix office was only for Plaza Extra East, --
Q. Correct.
A. -- which is the accounts payable or accounts payroll.
Q. Okay.
A. That's the only thing I did.

MS. PERRELL: Okay. All right. All right.
I think the rest of my questions are for later on, so I think we'll just --

MR. HARTMANN: Yeah, we'll just leave him on and then we'll start them later on.

MS. PERRELL: Okay. That sounds good. All
right.
MR. HARTMANN: And I've got a couple questions.

MS. PERRELL: And I don't have any more questions on this right now.

## CROSS-EXAMINATION

BY MR. HARTMANN:
Q. Okay. Counsel asked you if you knew about this agreement.

WALEED "WALLY" HAMED -- CROSS
A. Absolutely not.
Q. Okay. Could you explain why you think it doesn't exist?
A. This is a new notion that Fathi just came up with in 2000 -- after the lawsuit. We filed the lawsuit. We never -- I mean, if it was an issue at any time, he had full authority to do what he wanted. At the time, he signed the checks for all these years for Plaza Extra East, West. Not West, I'm sorry. I mean, the accountant who was in St. Thomas always dealt with Fathi in paying the gross receipts. I never had anything to do with that. He always was the one who was directing the management for the shopping center. I had nothing to do with that. I had no authority with the shopping center whatsoever.
Q. But he says he entered into this agreement with your father about gross receipts taxes.

Do you believe that he did enter into that?
A. Absolutely not.
Q. And why do you think that is?
A. Because we have nothing to do with the shopping center. We had -- shopping center was Fathi's (sic) Yusuf's own shopping center. As a matter of fact, why would anybody agree to something that they don't own? Why pay -- why pay

## WALEED "WALLY" HAMED -- CROSS

the gross receipts?
Fathi, at one time, had a partner in the shopping center. I'm not too sure when he bought his -- his brother out or something like that, so why my father would agree to pay gross receipts for something that he had nothing to do with when Fathi only owed -- I'm not sure if it was 50/50 between him and his brother, but why my father would agree to that?
Q. Is it possible that your father entered into a secret agreement for these gross receipts taxes with Fathi and didn't tell you about it?
A. Absolutely not.
Q. Why is that?
A. Because he wouldn't do that. I mean, the agreement is we have 50/50 in the grocery store. We're partners in the grocery store. We have nothing to do with the shopping center. We didn't talk to tenants. We didn't collect tenants. We didn't repair the buildings. We didn't do any of that stuff.
Q. But Mr. Yusuf could talk your father into some -some things. He was a pretty persuasive talker. Couldn't he have talked your father into a secret agreement and run under that for 8 years without you knowing about it?

MS. PERRELL: Objection to characterizing it as "a secret agreement."

WALEED "WALLY" HAMED -- CROSS
A. I don't think that would ever happen.

MS. PERRELL: Okay.
Q. (Mr. Hartmann) When Mr. Yusuf left for St. Thomas and left everybody in charge, how were the gross receipts tax handled?
A. For what?
Q. For East?
A. For East, they were done out of St. Thomas store. We would provide our sale figures to St. Thomas and he would deal with it with -- I think we had -- over the years, we had different accounts in that office.
Q. But Mr. Yusuf ran that?
A. Yes, sir.
Q. And tell me a little bit about how, exactly, the process worked. So at the end of a month, you had a certain amount of sales, right?
A. Yes.
Q. Okay. So who -- who knew how much -- who got that actual physical number of how much sales there were?
A. The accountant would in St. Thomas.
Q. But -- but they had to get it from somebody in St. Croix?
A. Yes, the -- the accountant would either call Mike, at the time, 'cause Mike was in -- in Plaza Extra East from 1994 when we opened -- I'm sorry. When did we open? I

## WALEED "WALLY" HAMED -- CROSS

think '95, we opened Plaza Extra East, or could be '94, I'm not sure, but he was there. He was in charge of the POS system. He was in charge of the safe. He was in charge of the monies.
Q. Okay.
A. He handled that. So now it's either the accountant would either call Mike, or he would call one of the ladies in the office and they would provide him with the numbers, but the numbers weren't, at that time -- I'm sorry. Let me correct that.
Q. Go ahead.
A. The numbers weren't taken from the POS system. The numbers were taken based on deposits that were made to the -- to the Plaza Extra account.
Q. Okay. So just so I'm clear, the accountant, who was in St. Thomas and working directly under Fathi Yusuf, would call either Mike or one of the ladies in St. Croix; is that correct?
A. Yes.
Q. Okay. And they would get the -- that account would get that gross receipt number; is that correct?
A. Yes.
Q. Okay. So then what would happen?
A. I assume that he would -- because Fathi was in charge of the accountant in St. Thomas for the -- both

WALEED "WALLY" HAMED -- CROSS
stores. He would discuss with Fathi what they need to do, and they would file the papers and sign them and --
Q. But -- but it wasn't Fathi signing it, it was Mr. Luff?
A. No, no. You see you're confusing the issue. Now, Mr. Luff was for the tenant account, --
Q. Okay.
A. -- not for the Plaza Extra East or West. I mean, Plaza Extra East or Tutu account. I was talking -- the process that I explained was for the Plaza Extra East and Tutu Park --
Q. Okay. So --
A. -- account.
Q. So how did the same process work for the tenant account?
A. They handled that. I had nothing to do with it. I assume it was Mr. Luff who was managing it through Mike and they will get that process going. I have no idea how the internal structure was. I was not privy to any of the stuff they did with the tenants, to the accounts. I don't have no signatory powers on anything for the tenant account, or the leases, or anything of that stuff. I had nothing to do with that. That was their baby, not mine.
Q. Okay. And you testi -- you were here earlier for the testimony of Mike Yusuf, who said that he knew nothing

WALEED "WALLY" HAMED -- CROSS
about how the gross receipts tax was done. All he did was sign checks.

Does that comport with your understanding of what was happening at the time?
A. My -- you're talking about the Plaza Extra East and Tutu, or the tenant account.
Q. Well, tell me about both.
A. Well, Mike knows when -- what's his name? I forgot the accountant, the controller's name in St. Thomas. He knows him. He talks to him, like he talks to me. I mean, we would provide, whether it's Mike or -- I think he mostly dealt with the girls or the ladies at the office to supply him with the numbers and the deposit slips.

As far as for the tenant, I have no idea what the process would be, because I wasn't involved. I wasn't privy to that.
Q. Okay. But it's your understanding that whether it was the tenant account or the -- or the grocery store account, all this information was going to St. Thomas?
A. Yes.

MS. PERRELL: Objection. That's not --
that's a misstatement. A mischaracterization of the testimony.
Q. (Mr. Hartmann) You can answer.
A. I know -- I know it was for Plaza Extra East and

WALEED "WALLY" HAMED -- CROSS

Tutu.
Q. And you don't know at all about --
A. The way they handled their business, I wasn't privy to that.

MR. HARTMANN: Okay. I have no further questions on this issue, so why don't we just go on to the --

MS. PERRELI: Yeah, I have no further questions on that issue, either --

MR. HARTMANN: Okay. So --

MS. PERRELI: -- which is relating to the claim that we had our $Y$, whatever number it is, right.

MR. HARTMANN: Okay. So let's --

MS. PERRELL: Hold on.

MR. HARTMANN: -- go to the Hamed claim with the same witness.

MS. PERRELL: Yeah, 'cause my other -- to the extent Nejeh has any testimony, it's relating to some of this later stuff, --

MR. HARTMANN: Okay.
MS. PERRELI: -- which is relating more to
your questions for $H-150$ and $H-160$.

MR. HARTMANN: Okay.

MS. PERRELI: Okay.

MR. HARTMANN: So for -- for our two claims,

WALEED "WALLY" HAMED -- DIRECT
would you like to examine first, or would you like me to?
MS. PERRELL: No, you go ahead.

## DIRECT EXAMINATION

BY MR. HARTMANN:
Q. So, Wally, there came a time when you filed a lawsuit?
A. Yes.
Q. And why was that lawsuit filed?
A. Because there were certain things that Fathi Yusuf was doing. He was trying to really put us out. Basically wanted to run with everything that we owned.
Q. Okay. And -- and when you filed that lawsuit, did you have an attorney at that time?
A. Yes.
Q. And who was that attorney?
A. Joel Holt.
Q. And did Joel Holt inform the Yusufs of the lawsuit?
A. Yes.
Q. Okay. And at the time he informed them of the lawsuit, did he tell him to stop writing checks unilaterally for the partnership?
A. That is correct, yes.
Q. Okay. And was any exception made on that with regard to, for instance, gross receipt taxes?

## WALEED "WALLY" HAMED -- DIRECT

A. Yes, I believe I've seen something like that, yes, he did.
Q. Okay. Tell me what you understand about who you thought was paying the gross receipt taxes?
A. Could you repeat the question?
Q. Okay. Did -- did the Hameds approve the payment of the tenant accounts gross receipts taxes after the lawsuit's filed?
A. Absolutely not.
Q. Okay. Tell me what you know about that.
A. Well, Fathi figured that he's going to go ahead and start saying that everything belongs to him. And then the supermarket is supposed to pay all that, because at that time, Fathi says everything is his. We have nothing. And over -- over the previous years, he's always threatening us, saying, Hey, remember, you guys don't have nothing in your name. There's nothing written in our name to say that we're partners.
Q. But on the gross receipts taxes, specifically, did -- did you, your father, your brothers, did any of the Hameds ever give Fathi Yusuf authority to pay the tenant gross receipt taxes with partnership funds?
A. Absolutely not.
Q. And there came a time -- there came a time when the -- the Court appointed a special master, and -- and the

WALEED "WALLY" HAMED -- CROSS
special master appointed a liquidating partner; is that correct?
A. Yes.
Q. And who's the liquidating partner?
A. Fathi Yusuf.
Q. Okay. And did you ever have a discussion in which you or your father told them that it was okay for you to -for them to charge the tenant account funds, the gross receipt tax, to the partnership?
A. No, sir.

MR. HARTMANN: Okay. I have no further questions.

## CROSS-EXAMINATION

BY MS. PERRELL:
Q. All right. What point in time are you contending that Mr. Yusuf improperly paid the gross receipts taxes for the tenant account?
A. Show me. I really don't recall exactly what time it is.
Q. Okay.
A. You can show me something, I can probably --
Q. Well, you've made -- there's a couple claims that have been made in the case.
A. Um-hum.
Q. One of them is Claim 150 and another claim is

## WALEED "WALLY" HAMED -- CROSS

numbered 160. And I think I have a pretty good understanding of -- of the 160 claim, but I guess my question is to you, are you making a claim that the partnership improperly paid certain gross receipts for the shopping center? And if so, what time frame?

MR. HARTMANN: We'll stipulate that -- that the claim prior to the dissolution of the -- to the filing of the lawsuit is -- is not being pursued.

MS. PERRELL: Okay. That's what I was confused about.

MR. HARTMANN: Right.
MS. PERRELL: Okay. So that helps clarify.
MR. HARTMANN: Right.
Q. (Ms. Perrell) So the lawsuit was filed, I believe --

MR. HARTMANN: September.
Q. (Ms. Perrell) -- September of 2012, does that sound right to you?
A. Yes.
Q. Okay. So -- and then do you recall a point in time when the -- an accountant named John Gaffney was engaged?
A. Yeah. He was engaged sometime, yes.
Q. Okay. And do you recall that there was, what I would call, an accounting or reconciliation that John

## WALEED "WALLY" HAMED -- CROSS

Gaffney undertook to try to work out all of the various numbers for the partnership so that we could come to a way to unwind this partnership? Do you recall him undertaking those efforts?
A. I guess. I'm not quite sure exactly what period that was, but --
Q. Okay. And I guess then let me ask you this: What exactly is the value of the claim that you're contending the partnership should not have paid for the United Shopping Center gross receipts?
A. I don't exactly know the value, but I think it might be listed, which is, I guess, Exhibit 2.
Q. Okay.
A. 69,000.
Q. So Exhibit 2 is a document that was prepared by your counsel and it reflected -- it's got a number in there, $\$ 69,000$.

Do you -- are you aware of the supporting
documentation for this 69,000?
A. Are you asking me if --
Q. How did you get to the 69,000, is what I'm asking?
A. I'm pretty sure there's -- there's documents that support that.
Q. Okay. Do you know what they are?
A. I've seen some of them.

WALEED "WALLY" HAMED -- CROSS

MS. PERRELL: Okay. I guess my question to you is, is -- are these all documents that are going to be Gaffney documents that Gaffney's aware of, or is this something else? That's what I'm trying to understand. Carl?

MR. HARTMANN: They're the ones that are
attached.

MS. PERRELL: To your -- this claim here?

MR. HARTMANN: Yes.

MS. PERRELI: Okay.
MR. HARTMANN: Yes. It's -- it's just the mathematical addition of the items listed.

MS. PERRELL: Okay. So let me go ahead and introduce this one then. What number are we at, 4 now?

MR. HARTMANN: Five.
Q. (Ms. Perrell) Five. Let me hand you, the witness, Exhibit Number 5 .
(Deposition Exhibit No. 5 was
marked for identification.)
All right. I've handed you what's been
marked Exhibit 5, which I understand from the documents provided by your attorneys, that these represent the supporting documentation for this \$69,000 claim.

If you could take a minute to look through
that and see if that's what you understand this to be as

## Susan C. Nissman, RPR-RMR

(340) 773-8161

WALEED "WALLY" HAMED -- CROSS
well.
A. It appears, yes.
Q. Okay. So if you flip to the very first page, which, at the bottom, I'm going to represent there's a number here, JVZ-870. This number says 70,193.20.

Is this the number that you're contending is the improper -- you're contending is an improper payment of gross receipt taxes, or is this something else?
A. I'm not quite sure.
Q. Okay.

MR. HARTMANN: I'll stipulate that at the time that we filed our claim, we didn't have yet this accounting. This was a later document produced to us.

MS. PERRELL: Which one, the --
MR. HARTMANN: This JVZ is your
accountant's -- excuse me, our accountant's adding up of the these amounts. This didn't -- wasn't in existence yet at the time that the claim was filed, so the corrected number is probably the 70,193. Excuse me. (Respite.)

I'm sorry, the 69,000 is the correct number. This was done first. The Yusufs submitted additional documents. The number was corrected downwards to the 69,000.

MS. PERRELL: Okay. So this was an earlier

WALEED "WALLY" HAMED -- CROSS
calculation.

MR. HARTMANN: That was an earlier
calculation.

MS. PERRELL: Okay. But these numbers represent the gross receipts numbers paid for the shopping center, correct? That you're claiming should not have been paid --

MR. HARTMANN: Yes.
MS. PERRELL: -- by the partnership?
MR. HARTMANN: Yes.

MS. PERRELI: Okay. And it looks like the time frame on those was -- there was a chunk between 2012 and 2014. And then there was January, February, March, and April of '15, and that's basically when the split occurred; is that correct?

MR. HARTMANN: Correct.
Q. (Ms. Perrell) Okay. Sorry I'm asking the lawyers. I'm just trying to understand what the documents are.

Okay. And do you have any information exactly how the payments occurred? In other words, how were the -- was there a check for the gross receipts paid? Was there a credit card used, or what was the mechanism, if you know? You may not.
A. There's a combination of things. These guys, what they did, after we filed the lawsuit and most likely a

## WALEED "WALLY" HAMED -- CROSS

little bit prior, they put us out that we're not privy to talk or look at any records or even talk to Mr. Luff or any other accountants. They shut us out as though we don't want anything. We have no right to anything.
Q. Okay. Let me back up a little bit.

Mr. Luff, though, isn't an accountant, right?
He's the property --
A. He's the controller.
Q. No, no.
A. I'm sorry. I'm sorry. You're right.
Q. Okay.
A. I'm going with Mr. Gaffney. I'm sorry.
Q. Okay. Okay.
A. John Gaffney. I'm sorry.
Q. Okay. Gotcha. All right. We're on the same page.
A. Sorry, sorry.
Q. It's all right. Okay.

So -- but I guess my question is, is your testimony earlier was -- is that the handling of the payment of the gross receipts was a function that was really handled, the physical part of it and the actual payment, was something that was handled out of $S t$. Thomas; is that correct?
A. You're asking me two different questions here.

WALEED "WALLY" HAMED -- CROSS
Q. Okay. Let me back it up.
A. You're asking for 2012 to 2015, or is it prior to those years?
Q. Okay. So let me -- it's a good point. Let me back up.

After Mr. Yusuf went to open Tutu operations,
between the time that he went there, let's just say 1994, when it opened, until the time of the lawsuit, okay? My understanding of your testimony was that the functioning of the payment of gross receipts for the grocery store operations for all three stores was paid out of the St. Thomas store? The physical payment in coordination was out of the St. Thomas store; is that correct?
A. Yes, ma'am.
Q. Okay. And are you -- other than providing the numbers, or having someone in your office provide the numbers, or maybe have Mike providing the gross receipts numbers for what was deposited into the accounts of the St. Croix East store, your involvement with gross receipts taxes for the grocery store operations, that was the extent of your involvement; is that correct?
A. Well, there came a time right after the indictment. We were raided in 2001.
Q. Um-hum.
A. After -- well, we had three stores open at the

## WALEED "WALLY" HAMED -- CROSS

time. We were raided in 2001. We had an indictment in 2003 by the federal government. In 2001, all gross receipts and supporting documentation was done from deposit slips into the bank. So each store would supply those -- that information to the controller in St. Thomas.
Q. Got it.
A. After that, everything was -- because we had the federal government oversight, --
Q. Um-hum.
A. -- everything was done the same way, but it wasn't according to deposits anymore, it was according to POS system.
Q. Okay. And was it done at each store, or was information transferred over to St. Thomas?
A. Information was transferred to St. Thomas.
Q. Okay. But you're saying they were pulling a different number?
A. Yes.
Q. Okay. All right. Other than any involvement in the coordination to pull the numbers, did you have any other dealings with the gross receipts taxes between the time St. Thomas opened and the opening -- and the filing of the lawsuit?
A. No, ma'am.
Q. Okay. So at the time of the filing of the

## WALEED "WALLY" HAMED -- CROSS

lawsuit, which is in September of 2012 , did this process of paying the gross receipts taxes for the grocery store operations change at all, to your knowledge?
A. To my knowledge, no.
Q. Okay. All right. However, there came a point in time in which these claims that you're making now, which relate to the shopping center operations, right? Gross receipts for the shopping center operations were paid by the partnership, and you're disputing it?
A. Yes.
Q. Okay. Are you disputing it because it was -well, let me ask you this: When was that issue first raised? Was it after the lawsuit was filed?
A. I believe it was sometime after the lawsuit was filed.
Q. Okay. And after the lawsuit was filed -- let me ask you this: When did Mr. Yusuf ultimately come back and work in the St. Croix East store? 2014?
A. No. Much earlier than that, I think.
Q. Do you recall --
A. I don't recall, exactly, but it was prior to me. Probably -- maybe 2012. Not sure.
Q. Okay. So the issue of the gross receipts for the shopping center, is it your recollection that that arose after Mr. Yusuf got back to Plaza Extra East?

WALEED "WALLY" HAMED -- CROSS
A. I'm not quite sure on that. I don't recall, exactly.
Q. Was it around that same similar time frame?
A. Possibly. Possibly.
Q. All right. All right. Other than the documentation that we have here in Exhibit 5, are you aware of any other information that is relevant or relates in any way to the Hameds' claim that this 69,000 that was ultimately paid for the shopping center should not have been paid by the partnership?
A. You're asking me if there's any other documents?
Q. Are you aware of any?
A. I'm not aware of any, no.
Q. There's no like, Oh, yeah, in my safe, I have the one document that explains? There's no other documents you're aware of, is what I'm trying to understand?
A. No.

MS. PERRELL: Okay. I have no further questions.

MR. HARTMANN: I'm good.
MS. PERRELL: Okay.
MR. HARTMANN: So you can continue him.
THE VIDEOGRAPHER: This is a continuance of the deposition. The time is 11:48.
(Short recess taken.)

NEJEH YUSUF -- DIRECT

THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and United Corporation in the Superior Court of the Virgin Islands, Division of St. Croix. Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I'm the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 21st, 2020. The deponent is Nejeh Yusuf. The time is 11:52.

For the purpose of voice identification, I am requesting that the attorneys present identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HOLT: Joel Holt, on behalf of the Hameds.

MR. HARTMANN: Carl Hartmann, on behalf of the Hameds.

THE VIDEOGRAPHER: Please swear in the witness.

## NEJEH YUSUF,

 called as a witness, having been first duly sworn, testified on his oath as follows:DIRECT EXAMINATION

## BY MS. PERRELL:

Q. All right. Can you please just state your full

## NEJEH YUSUF -- DIRECT

name for the record?
A. Nejeh Yusuf.
Q. Nejeh, you've been present for the depositions that we've taken relating to the gross receipts and how they've been handled throughout this time frame. I'm just going to be asking you about the time frame from -- I'm just going to say during the time frame that you were in the St. Thomas store. I think that's a cleaner way to just simply say it.

The -- first of all, let me ask you this: Do you have any familiarity with the process as to how the partnership paid the partnership gross receipts taxes?
A. Well, we -- we paid it, I believe, in the beginning by check, and then eventually we started paying by credit card.
Q. Okay. And did you have any involvement in that process?
A. I would go to the IRB and -- and use credit cards to pay for the -- for the gross receipt.
Q. Okay. And did anybody else at the St. Thomas store participate in this process, of paying the gross receipts taxes?
A. Physically going, was -- it was mostly myself, but preparing it, we always had someone doing the books there, either a accountant or comptroller.

NEJEH YUSUF -- DIRECT
Q. Okay. Would any of the -- would Willie Hamed, for example, ever be the one to go and do the payment of the gross receipts taxes?
A. I can't remember.
Q. Okay. Is it possible?
A. It's possible. I used to -- I believe I used his cards. Whomever's cards were available, we used.
Q. Okay. All right. And do you recall whether he actually ever physically went down and did the payment?
A. He could have been sometimes, because, you know, it depends. If the cashier wanted to see the person in person -- you know, if the cashier wanted to see the person in person, they come and pay with the credit card, then most likely he would have gone.
Q. Okay. All right. But as between the two of you, would you be able to give a percentage of how many times, percentage-wise, you would do it versus, let's say, Willie?
A. No, I wouldn't be able to tell you.
Q. Okay. Would you do it more than he did?
A. I did it more than he did. Sometimes the controller himself, I guess when he was doing it by check, he would go down.
Q. Okay. All right. And can you just tell us what, exactly, was the process? What exactly was the process?
A. I don't know. From what I remember, I mean,

## NEJEH YUSUF -- DIRECT

the -- the -- we would get the documents from Plaza East, from St. Croix, and the controller would put it together. I remember printing, you know, the POS report at the end of the month when asked. And I don't know how he got the ones from St. Croix.
Q. Okay. And then somebody, I assume, would -- who would contact you and say you need to go down and make this payment?
A. Of course the controller.
Q. Okay. Was Mr. Yusuf involved in this process of paying the -- the taxes? The physical coordination of paying the taxes?
A. He was there in the St. Thomas store, but, I mean, he had involvement with the controller, of course.
Q. But was he involved in the actual coordination of the payment of those receipt taxes?
A. When you say "coordination" --
Q. The -- the filling out of the documents. The getting it paid. The going down, making it happen.
A. I don't know. I don't know. I don't know.
Q. Okay. When you would be called to actually go down and pay, was it the comptroller who primarily called you to coordinate that?
A. Yeah, pretty much. I mean, if the controller, he might mention it to my dad or to Willie, and they would,

## NEJEH YUSUF -- DIRECT

Hey, you need to go and pay this. We had a certain time to get it paid, because I used my cards and I had a little bit more space than Willie or my dad or whomever's other card I used. I went down and I paid them.
Q. Okay. So you would pay it with a credit card. And then how would the -- would the partnership then pay the credit card payment?
A. She would -- she would cut a check to the -- if I remember right, either to the bank or go straight to the credit card company.
Q. Okay. All right. So let me have you take a look at Exhibit 5. Give me a second.

So, let me -- just as an example here.
There's a -- are you familiar with -- let me show you this document here. It's -- I'm going to just use these numbers, JVZ-874. Have you ever seen -- maybe not this specific document, but this kind of a report or a printout?
A. I can't remember if I've seen it. It doesn't look familiar.
Q. Okay. Have you seen a document that looks like JVZ-875 before?

I know -- I know you may not remember this specific one, but this -- this document? Kind of document?
A. Yeah, yeah. This -- this is pretty much a sheet that you take down. It would be in the paperwork, 'cause

## NEJEH YUSUF -- DIRECT

they would want me to keep the paperwork together when I took down. And, of course, I believe it needed to be stamped.
Q. Okay. So is this -- this document, JVZ-875, is the kind of the gross receipt form that needed to be filled out?
A. Filled out, yeah.
Q. Okay. And there's a lady's name at the bottom here, Margaret Soeffing. I'm not sure of her last name.
A. Soeffing, yeah.
Q. Do you recognize that name?
A. Yeah, she worked in the St. Thomas location.
Q. Okay. And was -- there was some testimony before from Waleed Hamed that the St. Thomas location was paying the gross receipts for all three grocery store operations; is that fair?
A. From what I remember, yeah, we paid out of St. Thomas, but eventually it changed where I think each store was paying their own gross receipts at the end, or they were contributing more and keeping it separate.
Q. Okay.
A. That's something you have to ask the controller, but from what I understand, I remember writing, this is East, this is West, this is St. Thomas on the -- on the receipts when $I$ turned it in for payment.

NEJEH YUSUF -- DIRECT
Q. Okay. All right. And do you have any recollection of when that breakup happened?
A. I don't know.
Q. Okay. Was that, just orienting, before or after the lawsuit? Sometime before the lawsuit?
A. It was -- it was towards the end.
Q. Okay. Was that anything to do with the fact that the monitors were in place and they were requiring separation there, or do you know?
A. It could be.
Q. Okay.
A. Yeah.
Q. All right. So let me ask you to look at JVZ-877, and ask you, is that your signature on the bottom of that check?
A. My signature's there.
Q. Okay. And there's another signature. Do you know who that other signature is?
A. Yeah; Willie Hamed.
Q. Willie Hamed?
A. Yeah.
Q. Okay. And what was the date on this particular check?
A. Says March 20th, 2012.
Q. And the payment is going -- it says it's going to

NEJEH YUSUF -- DIRECT

Citi Cards.
Was this -- do you know whether Citi Cards
was one of the cards that you used to pay these gross receipt taxes?
A. We -- yeah, I had a Citi card card (sic).
Q. Okay.
A. So we -- that was one of the cards that I used.
Q. Okay. And then did Willie Hamed have cards that were used as well?
A. Yes.
Q. Okay. And then what about Mr. Yusuf, Fathi Yusuf?
A. I don't know if he had cards at the time, but, I mean, as a family, both sides, whoever had space, or first, you know, to take out of the St. Thomas location, if we need more space, then we'll call on St. Croix.

But I'm not sure if he had -- if he had a card at that time to pay the gross receipt.
Q. Okay.
A. I know I was doing it mostly with -- with Willie.
Q. Okay. And so just to give us an understanding of the process, you have to pay these gross receipt taxes once a month; is that right?
A. At the end of the month, yeah.
Q. At the end of the month?
A. Yeah. I mean, yeah, once a month.

## NEJEH YUSUF -- DIRECT

Q. Okay. Ish. All right.

So when you would go down and payment (sic), you'd pay it with a credit card, then how quickly did these checks get cut to the credit card company? Same --
A. We turned it in. Probably take a day or two for them to cut the checks for it.
Q. So pretty quickly after the payment was made; is that fair?
A. Yeah, it's not too -- I mean, right after.
Q. Okay.
A. As soon as they get a chance around to getting it done, then most likely, it was pretty soon.
Q. Okay. All right. And at this time frame, you've got both your name, and this one, this particular one, which is 877, has got Willie Hamed's name on there as well.

What was the reason for the dual signatures?
A. I believe that changed when the marshals came in, from what $I$ under -- from what I could remember.
Q. Okay. All right. They required two signatures?
A. Yeah. I believe one -- when either the marshals came in or -- or towards a little bit the end of when they were there, I believe we had two signatures. It was required to have two signatures.
Q. Okay. Do you have -- let's see. And the signatures, you know, there's been a lot of debate, and I

## NEJEH YUSUF -- DIRECT

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don't want to go down this path, but there's been a lot of
debate at different points in times about having one Yusuf
and one Hamed.
                    Was the reason for this that issue, or was
this simply something that the monitors were requiring, the
two signatures?
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A. I can't remember.
Q. Not sure?
A. Yeah.
Q. Okay. All right. All right. Other than going to make these payments, did you have any other involvement with payment of the gross receipts for the -- the grocery store operations?
A. Say that question again.
Q. Other than what we've already talked about --
A. Right.
Q. -- today, --
A. Right.
Q. -- did you have any other involvement with regard to the payment of the grocery -- I'm sorry, the payment of gross receipts taxes for the grocery store operations?
A. I really don't know. I don't think so.
Q. Okay. All right. And then did you have any -was there any -- hold on just a second.

All right. Did there come a point in time

NAJEH YUSUF -- CROSS
where you became aware of payments of the grocery store -I'm sorry, of the shopping center at -- in St. Croix's payment of gross receipts?
A. I have nothing to do with that.
Q. Okay. Is it fair to say that someone filled out these forms, told you to go pay it, and that's what you did?
A. Pretty much, yes.

MS. PERRELL: Okay. All right. I don't think I have any further questions.

## CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. Attorney Perrell asked you these questions. She said, Let's talk about the time period when you were in the St. Thomas store. I'd just like to figure out the exact -not the exact, but kind of the approximate years we're talking about.

What years were you in the St. Thomas store and what years was your dad there with you?
A. I was there right after college, so roughly around the end of '98. And as far as my dad being there, I'm not sure.
Q. You don't remember when he came?
A. No, I don't remember.
Q. He was there when you got there?
A. I believe so.

NAJEH YUSUF -- CROSS
Q. Yeah.
A. If I remember right, yeah, I think so.
Q. And then he left at some point?
A. And then he left at some point, correct.
Q. All right. And when you and your dad were there, who was in charge of the store?
A. Well, my dad was there and you had Willie, so both were there at the St. Thomas store.
Q. And -- and what did your -- and what kind of things was your father in charge of and what kind of stuff was Willie in charge of, just generally?
A. My dad, I mean, he was on the floor. He was in charge of pretty much everything, but he had -- he had administration work to do as well, but he always consulted with Willie and told Willie what was going on. Willie was always actively involved in what was happening in the St. Thomas store when my dad was there.
Q. Okay. But, for instance, did -- did Willie run any of the financial stuff?
A. Can't remember, but he was briefed by the controller as well --
Q. Right.
A. -- on everything that was happening.
Q. But who -- maybe I'm asking the question wrong. Who hired the comptroller?

NAJEH YUSUF -- CROSS
A. I can't remember.
Q. Okay. Would anybody have hired the comptroller other than your dad?
A. Possibly.
Q. Really?
A. I -- I mean --
Q. Who -- who might have hired the comptroller?
A. You have -- Willie hires. Willie's a partner there, so he hires.
Q. Willie hired managers?
A. I didn't say he hired.

Willie hired -- Willie was involved as well.
I mean, when you had my dad there, Willie was brought in, of course, to sit down in the interview. So I would say both of them, because when my dad said something, he involved the other one.
Q. Okay. And who made the ultimate decisions?
A. I'm not sure.
Q. Okay. And who -- who supervised the comptroller, for instance?
A. The comptroller was -- was dealing with my dad a lot on a lot of things. So, I mean, as far as supervision, I can't really answer that. I don't know who. You know, if Willie had an involvement in supervising, which I'm sure he did, because the controller reported to him as well.

NAJEH YUSUF -- CROSS

MR. HARTMANN: Um-hum. Okay. I have no further questions.

MS. PERRELL: No more questions. Thank you.
MR. HARTMANN: I'd like to put Mafi on.
MS. PERRELL: Yes.
THE VIDEOGRAPHER: Continuance?
MR. HARTMANN: Yes.
MS. PERRELL: Yes.
THE VIDEOGRAPHER: This is the continuance of the deposition. The time is 12:08.
(Short recess taken.)
THE VIDEOGRAPHER: In the matter Waleed Hamed versus Fathi Yusuf and the United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I'm the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 21st, 2020. The deponent is Mafeed Hamed. The time is 12:13.

For the purpose of voice recognition, I'm requesting that the attorneys present identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HOLT: Joel Holt, on behalf of the

MAFEED "MAFI" HAMED -- DIRECT

Hameds.

MR. HARTMANN: Carl Hartmann, on behalf of the Hameds.

THE VIDEOGRAPHER: Please swear in the
witness.

## MAFEED "MAFI" HAMED,

called as a witness, having been first duly sworn, testified on his oath as follows:

DIRECT EXAMINATION

BY MR. HARTMANN:
Q. Good after -- good morning, sir.
A. Morning.
Q. Could you give me your full name?
A. Mafeed Hamed.
(Deposition Exhibit No. 6 was marked for identification.)
Q. Okay. And I'm going to show you a document that's been marked Exhibit 6 to this deposition. If you'd take a look at this.

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                    Can you identify that document?
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A. Yes.
Q. And what is that document?
A. That is a United Corporation gross receipt tax.
Q. What does that mean?
A. That is gross receipt taxes for the supermarket

MAFEED "MAFI" HAMED -- DIRECT
operation, as well as the United rentals in East.
Q. And why would this document -- well, have you dealt with this document in the past?
A. Yes.
Q. Okay. And how do you know that?
A. I've seen similar documents like this.
Q. Okay. And the notation that's on it, that has the little letter B underneath it.
A. Yes.
Q. Do you recognize the handwriting there?
A. That's my handwriting.
Q. Okay. So this is a document that you made a notation on contemporaneously when you received it?
A. No, I called my counsel or -- or my brother about it, Wally.
Q. At the time you received it?
A. At the time I received it.
Q. Okay. And do you know when the time you received it was?
A. No.
Q. Approximately?
A. I can't -- I can't remember. In February 14, as it says on the document.
Q. Okay. February 14 th of what year?
A. February 2014.

MAFEED "MAFI" HAMED -- DIRECT
Q. February 2014.
A. That's what it looks like.
Q. I direct your attention to the heading on the top of this sheet, says, "C:\Users\John Gaffney\Desktop\United Corp(oration) \2014 EOY\GRT Files \2014-23100 Accrued GRT." Do you know who supplied this document to you?
A. That was supplied by the office personnel with a -- with a check.
Q. Okay. So it was being given to you to -- to -for what reason?
A. To sign the check.
Q. To sign a check for what?
A. Sign the check for the gross receipt taxes for -for the supermarket operations, and the rentals were included in it, which I found odd.
Q. What do you mean, you "found odd"?
A. They were not supposed to be included.
Q. Explain that to me.
A. They're United tenant rental. We have nothing to do with the tenants.
Q. Okay. So you were being asked to sign a single check that was paying for both the tenants' account, gross receipts, and also the Plaza Extra gross receipts; is that correct?

## MAFEED "MAFI" HAMED -- DIRECT

A. Correct.
Q. Okay. And someone presented you with a check, said, Please sign this?
A. Yes.
Q. Okay. And what did you do when you were presented with that check?
A. That's when I called counsel or I called my brother, I can't remember who.
Q. Okay.
A. And they instructed me not to sign it at the time.
Q. Okay. And did you write, then, what's shown as B there?
A. Yes.
Q. Okay. And what does that say?
A. Says, "Not Plaza Extra."
Q. And what does that convey?
A. The Plaza Extra supermarket. That does not belong to the Plaza Extra supermarket gross receipts.
Q. And, therefore, what were you trying to tell the office staff?
A. That's supposed to be separate.
Q. Okay.
A. A separate check.
Q. Okay. And if you look at the second page of this, and you notice down at the bottom where it's annotated -- at

MAFEED "MAFI" HAMED -- DIRECT
the very bottom, it says March 14 th?
A. Yes.
Q. March 14, I mean?
A. Yes.
Q. Is this the same type of document as the first one we looked at?
A. Yes.
Q. Okay. And explain to me what's going on in this document?
A. The same thing again; we were being charged for the rentals' gross receipts.

MR. HARTMANN: Okay. Now, I'm going to just hand you for a second, you don't have to look through it, but what we've marked for -- is Exhibit 5. You've got your own copy. You don't have to go through, but I think counsel will stipulate that this -- these are two pages out of Exhibit 5; is that correct, Counsel?

MS. PERRELI: Which numbers are they? I mean, I'm assuming that they are, because they seem like that would be part of this, but --

MR. HARTMANN: Okay.
MS. PERRELL: -- if you can show me where it is, that's fine.

MR. HARTMANN: It's at JVZ-00128.

MS. PERRELL: Okay. 028, yes, that looks

MAFEED "MAFI" HAMED -- DIRECT
correct

MR. HARTMANN: And the other one is JVZ-001033.

MS. PERRELL: That's fine.
MR. HARTMANN: Okay.

MS. PERRELL: These are out of that, except for the handwriting in blue.

MR. HARTMANN: Right.
MS. PERRELL: Right.
Q. (Mr. Hartmann) And on the second page that we're looking at, which is Bates numbered HAMD604234, it says -well, first of all, you tell me, what is -- what is the handwriting on that about?
A. It is basically -- it is what it says. It says, "Please deduct $\$ 1,455.92$ from the check." A check.
Q. So where -- where it says, "Wadda," you wrote that to Wadda?
A. I wrote that back to Wadda, yes.
Q. And what -- who's Wadda?
A. Wadda was the office manager at the time.
Q. Okay. And when you said, Please deduct fourteen fifty-five ninety-two from the check, what did that mean?
A. That means take out the United rentals' gross receipts amount from the Plaza Extra supermarket account.
Q. Okay.

## MAFEED "MAFI" HAMED -- DIRECT

A. I mean, amount.
Q. Now, do you know if eventually you were forced to sign this check with -- notwithstanding your problems with it?
A. Yes.
Q. Okay. Tell me about how that came about.
A. I don't -- I don't recall.
Q. Okay.
A. We were supposed to sign it and --
Q. Well, when you say, "we were supposed to," who was telling you you were supposed to?
A. We were told to sign it, I think through our counsel, said go ahead and sign it, and we will handle it later.
Q. Okay.
A. I'm not sure.
Q. And -- and so -- so you thought this was wrong and you didn't want to sign it and you told people that you didn't want to sign it. You told them why you didn't want to sign it and you told them the specific reason you didn't want to sign it was because it was paying the tenants' account, and that had nothing to do with this?
A. Yeah, clearly, it's wrong.
Q. Okay.
A. Yes.

MAFEED "MAFI" HAMED -- CROSS
Q. But -- but somebody made you sign it --
A. Yes.
Q. -- against your will? They held you down --
A. Well --

MS. PERRELL: Objection.
MR. HARTMANN: Okay. All right. I have no
further questions.
MS. PERRELL: All right.
Q. (Mr. Hartmann) Oh, wait. I'm sorry. I do have
a -- and did they make you do this many times?
A. Yes.
Q. Okay. Against your objections?
A. Against my objections.

MR. HARTMANN: Thank you.
MS. PERRELL: I just have a couple follow-up
questions.

## CROSS-EXAMINATION

BY MS. PERRELL:
Q. If $\operatorname{I}$ can direct your attention -- I'm directing your attention to Exhibit 5, which is the -- the total exhibit from which Exhibit 6 came out of, and I'm going to direct your attention to Page JVZ-1003.

This is a similar document that lists out various gross receipts taxes that are to be paid, for this time it was the month of November of 2013.

MAFEED "MAFI" HAMED -- CROSS
document?
A. No, I don't recall it.
Q. Okay. But you recall receiving the one in February 14 that we just discussed as Exhibit C?
A. Yes.
Q. Six, correct?
A. Yes.
Q. This particular document also reflects a payment of gross receipts for the shopping center in November of '13.

Do you see that?
A. It's an invoice. It doesn't reflect -- I don't see the payment on there.
Q. But that's --
A. Is there a check?
Q. But that's what it's purporting?
A. Okay.
Q. This is the same kind of document, correct, as

Exhibit 6, the first page?
A. That is correct, Counsel.
Q. Okay. And it reflects at least that this amount is owed, correct?
A. Correct.
Q. Okay. All right. And are you aware as to whether
or not that amount was paid?
A. I'm sure it was paid.
Q. Okay. And are you aware as to how it was paid?

Was it paid from the partnership accounts, or did the partnership reimburse for that, or do you know?
A. It was paid out of the partnership account.
Q. Okay. And wasn't it also the process that a credit card was used and then a reimbursement into the credit card was paid via check?
A. Yeah, generally, that's -- that was the process. But, you know, the Yusuf would go more often, just because they wanted to grab as much points as they can.
Q. Okay. All right. So would you have been receiving these documents, these reports, on a regular basis?
A. No.
Q. Okay. So after you received the one in February, did you receive one every month afterwards about the payment of the --
A. Yes, I -- yes, I made sure.
Q. After February --
A. After.
Q. -- '14.

So before that, it's your testimony that you
don't recall receiving --
A. I don't recall.
Q. -- this? Okay.
A. I may or may have (sic), but I don't recall.
Q. All right. Well, if you had received -- well, let me ask you this: You're not aware -- you were not present during the meeting that Mr. Yusuf had with Mr. Mohammad Hamed, your father, that he testified about earlier regarding how the gross receipts for the shopping center were to be paid; isn't that correct?
A. Yeah, that's correct, but just because he says it, that doesn't mean it's true.
Q. But you weren't present for the conversation, sir, you don't know, correct?
A. No, I don't know.
Q. Okay. All right. And you never discussed that with your father, correct?
A. No. My father would discuss everything that was owed to Mr. Yusuf and we would know about it.
Q. Okay.
A. He wouldn't keep anything out. He wouldn't have these secret meetings. He wouldn't have any of these other situation. My father's an honorable man. He's an honest man, and he was to his word.
Q. Okay. But you didn't have any conversations relating to this particular issue? And this issue happened

MAFEED "MAFI" HAMED -- REDIRECT
even before -- this agreement happened even before this --
A. I was a kid at the time, Counsel.
Q. That's right, you were a kid at the time.
A. Yes.

MS. PERRELL: All right. I don't have any further questions regarding this.

MR. HARTMANN: Okay. I got one follow-up. REDIRECT EXAMINATION

BY MR. HARTMANN:
Q. Counsel showed you the document that you have open, it's JVZ-001003. And you said that you didn't recall ever seeing this document, but you did recall seeing the one with your handwriting on it, right, which was in 2014?
A. Yes.
Q. Do you recall if there was a particular reason you weren't seeing these types of documents in 2013?
A. Yes.
Q. And what was that?
A. They would keep information from us. They would take us out of the accounts. They would hold back anything that would have to do mostly with administration of the business, they locked us out.
Q. Okay. And did there come a time when the Court told them they couldn't do that anymore?
A. Yes.

MAFEED "MAFI" HAMED -- RECROSS
Q. And then suddenly you started getting the material?
A. Yes.
Q. Okay. And so when you got that material, when you got the document that you marked as Exhibit 6, you -- you were probably seeing this for the first time after this drought and you immediately picked up on something going wrong?
A. Yes.
Q. Okay. And -- and what was it that you picked up on that was going wrong?
A. The gross receipt tax for the tenant account should not be paid out of the supermarket account.
Q. Okay.
A. It's a separate entity.
Q. That had been done when you guys were being shut out?
A. Yes.

MR. HARTMANN: Okay. I have no further questions.

## RECROSS-EXAMINATION

BY MS. PERRELL:
Q. Let me direct your attention to -- let me direct your attention to JV-981.

Do you recall, is this your handwriting at

MAFEED "MAFI" HAMED -- RECROSS
all?
A. No, it isn't, Counsel. So that is -- appears to be Wadda Charriez, the office manager, she entered it into the accounting system.
Q. All right.
A. So she initialed it.
Q. During 2013, was there ever a time in which you were called on to go and make the payment for the gross receipt taxes?
A. If I physically went down to the -- no.
Q. Not in 2013? Not ever?
A. No, I don't go to the tax office.
Q. Okay.
A. It's usually Wadda or one of the Yusufs --
Q. Okay.
A. -- so they could use their credit card.
Q. So if you weren't going to be the one to go down to actually pay it, there would not have been an occasion for you to have reviewed a document like 981, correct?
A. Well, if it was paid with check, then the check would have to be presented to me. But if it was paid through a credit card, then that's a different process.
Q. Right.
A. The amount goes to the credit card.
Q. Correct, and you wouldn't need to be involved in

MAFEED "MAFI" HAMED -- RECROSS
the process?
A. No, because I would have to review it.
Q. Okay. So you're saying for every single check, whether it was paid to a credit card or whether it was paid to -- directly to VIBR, you were supposed to be reviewing it?
A. Yes. If I'm going to put my signature on it, I wanted to review it.
Q. All right. So then that means that you would have reviewed every single check, correct?
A. Correct.
Q. All right. Even if it was in 2013?
A. Correct.
Q. All right. So let me ask you, this is for -this, the one we were looking at, 981, was for August of 2013, correct?
A. Yes.
Q. Okay. Let me ask you to turn back to -- the pages are a little messed up. This page here, 978.
978, whose signature is this first signature here on the top?
A. That looks like one of the Yusufs.
Q. Okay. And who's the signature on the bottom?
A. That's mine.
Q. Okay. And do you understand what is this check

MAFEED "MAFI" HAMED -- RECROSS
for? I'm not saying it relates to the one a second ago, but do you know what this check was for?
A. This is a check of $\$ 41,000$. Approximately $\$ 41,000$ paid to Banco Popular Advantage account.
Q. And do you know what this was for?
A. It says on the top, "gross receipts tax."
Q. And do you know whether the gross receipts tax included or did not include gross receipts tax for the United Shopping Center in St. Croix?
A. At the time, I didn't look at it. I did not look at -- that there was a difference.
Q. Okay. So it's not until -- even though you were presented with these -- and let's go back a few more, 974. Here's another check, 974. There's a gross receipts tax. It's a check.

And, again, is that your signature, the bottom line?
A. No, it isn't, ma'am.
Q. That's not. Whose -- whose signature is that one?
A. That looks like Wally's.
Q. Okay. So that's Wally's signature?
A. Yes.
Q. All right. 968, whose signature is on the bottom there?
A. That's mine.

MAFEED "MAFI" HAMED -- RECROSS
Q. Okay. So that's a check. And what is that check for?
A. Says, "May 2013."
Q. Okay. What is it for?
A. Gross receipts.
Q. Okay. Do you know whether that gross receipts included the Plaza Extra East? I'm sorry. The Plaza Extra -- I'm sorry. Whether that check included gross receipts for the shopping center, the United Shopping Center in St. Croix?
A. Based on the check, I can't tell. But if I looked -- I got to look at the statement.
Q. Do you know?
A. I don't recall, but --
Q. Okay.
A. No, this is not there.

MS. PERRELL: Okay. All right. I no further questions.

MR. HARTMANN: Okay. I don't have any.
MS. PERRELL: Okay.
MR. HARTMANN: So --
MS. PERRELL: Think for --

MR. HARTMANN: -- we want to put Shawn on --
THE VIDEOGRAPHER: This is the continuance of
the deposition. The time is 12:32.

MAFEED "MAFI" HAMED -- RECROSS
(Short recess taken.)
THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370. My name is Michael Gelardi. I am the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 21st, 2020. The deponent is John Gaffney. The time is 12:38.

For the purpose of voice identification, I am requesting that the attorneys present identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HARTMANN: Joel?

MR. HOLT: Joel Holt, here for the Hameds.
MR. HARTMANN: Carl Hartmann, for the Hameds.
THE VIDEOGRAPHER: Please swear in the
witness.

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                                    JOHN GAFFNEY,
called as a witness, having been first duly sworn,
    testified on his oath as follows:
                DIRECT EXAMINATION
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BY MS. PERRELL:
Q. All right. Mr. Gaffney, just briefly, emphasis on

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briefly, explain to us your involvement with the let's just go high level first, the involvement with the partnership accounting and when that involvement began.
A. Briefly, the agreement to treat the Plaza stores as a partnership was made, I believe, it was in May of 2014, retroactive to January of 2013.
Q. Okay. And what was your charge, or your task, with regard to that declaration and that decision?
A. Well, my -- my task was originally established before that with the Department of Justice, the plea agreement, to establish records with controls, built-in controls in each of the stores.
Q. Okay. With regard to the partnership designation in mid-2014, retroactive to January of '13, what was your task in order to --
A. Well, mainly, I mean, it was actually a fairly simple accounting task because all of the accounting was already done. It couldn't be -- it couldn't -- we couldn't go back and restart all over or anything like that, but the good news was that each of the stores was being accounted for individually and separately. So, in other words, it had its set of controls, so the truth of the matter is is the partnership accounting was unwittingly already done, because, for instance, everything that happened in St. Thomas was on the St. Thomas books. Everything that

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happened at Plaza East was on the Plaza East books.
Everything that happened at Plaza West was on the Plaza West books. And anything that would happen to the shopping center was on the shopping center books.
Q. Okay. And when you say, "already," that was -you mean from the -- from what period forward?
A. Well, on the establishment of the partnership was January 1st, 2013.
Q. Okay. So --
A. And this was actually -- let me add to that. That was -- actually happens to be the conversion date that -where my -- my task was to install controls and an accounting system that was, you know, offered sufficient audit trails to be able to validate the controls.
Q. Okay. Did you, as part of your responsibilities with regard to the partnership accounting, have an occasion to come in contact or deal with the gross receipts taxes for both the grocery store operations, as well as the gross receipt taxes for the shopping center?
A. Yes. As a matter of fact, I'm the person who prepared them all.
Q. Okay. And there were some documents previously identified as Exhibit 5. Let me just go here.

Okay. I'm just going to have you look at -and this is sort of a -- oh, actually, this is one of the

MAFEED "MAFI" HAMED -- RECROSS
documents we were talking about. So it's JVZ-1028, and ask you if this document is something that you had initially prepared without the handwriting, just the typed portions?
A. Yes, this is -- this is something that I prepared every month.
Q. Okay. And you did this as part of your duties as the partnership accountant?
A. Yes.
Q. Okay. And included in there is a payment for or a potential payment for the gross receipts due for the Plaza Extra shopping -- I'm sorry, for the United Shopping Center in St. Croix; is that right?
A. Correct, yes.
Q. Okay. And what was your understanding as to why the gross receipts for the shopping center, which was not part of the partnership, would be paid by the partnership?
A. Just discussions with Mr. Yusuf over the agreement, the purported agreement that the shopping center gross receipts taxes are to be paid by the -- by Plaza Extra.
Q. Okay. And did there come a point in time with the Hamed side, or the Hamed family, objected to the payment of those gross receipt taxes for the United Shopping Center?
A. Yes.
Q. Okay. And what was the interim resolution or

MAFEED "MAFI" HAMED -- RECROSS
accounting of that that took place?
A. Well, what happened was, I spent some time with Mafi, in particular, explaining to him that I was posting these in a due to/from account. In other words -- and when I say "these," I'm talking about the United Shopping Center gross receipts tax. I was posting them to a due to/from account to be settled at a later date.

To me, it didn't matter who paid the cash out. It didn't matter whether it was paid by credit card. None of that mattered to me. What mattered to me was the handling of the gross receipts taxes, because the portion that applied to the Plaza operations was an expense on the financial statement. It was -- it was posted to an account called taxes, gross receipts.
Q. Okay.
A. Whereas the portion that was the United rentals was posted from due to/from shopping center account. So it was something to be settled at a later date, which it was.
Q. Okay. And when you say it was "settled at a later date" -- when you say "settled," I think you mean accounting settled as opposed to --
A. Right.
Q. -- what lawyers mean --
A. Exactly.
Q. -- when you say "settled."
A. Exactly.
Q. So just to be clear, when you say it was resolved at a later date or settled at a later date, what do you mean by that?
A. Well, what happened was after some of the larger items were resolved, meaning inventory, fixed assets, those were -- those were the various meetings, there were still a number of items on the balance sheet that $I$ kept on saying that we need to -- we need to resolve these, because we're trying to get it down to a couple of assets, namely the securities account and namely the cash accounts. Then -and basically get it down to its simplicity.

One of the items that we had, one substantial
item that we had was very obvious on the balance sheet, was
a $\$ 900,000$ payment that was made to the V.I. Bureau of Internal Revenue for the quarterly estimated taxes for the Yusufs. So Joel Holt brought that up in a conference call and said that that needs to be repaid, and we agreed. That became part of the due to/from items, along with the gross receipts taxes, the accumulation of the gross receipts taxes, which, at that point, had accumulated to about $\$ 44,000$--
Q. Okay.
A. -- from January 1st, 2013 forward.
Q. Okay. So as we sit here today, has the

## MAFEED "MAFI" HAMED -- RECROSS

partnership paid for the United Shopping Center's gross receipt taxes from January of '13 forward until the split?
A. On the books right now, you know, that -- that -I don't mind pointing out this schedule, but this was -this was my effort to try and highlight everything that needed to be discussed between the two parties. And -- and ultimately what happened was in a meeting with Judge Ross, Mr. Yusuf and I, we spent quite a bit of time on this, and the point was argued about who was supposed to be incurring the cost of the shopping center. Judge Ross finally said, Okay. For our purposes right now, go ahead, and let's, you know, let's go ahead. I proposed a journal entry. I proposed a journal entry so that we could get these off the books. And then the point about the $\$ 44,000$ in the gross receipts taxes could be argued later.

But ultimately what happened was, once I posted that journal entry, I expensed $\$ 44,000$ to taxes, gross receipts, and I did that in 2015.
Q. Okay. So if I -- I'm going to try to summarize that into --
A. Okay.
Q. -- laymen non-accounting speak, okay?
A. Okay.
Q. And my understanding of this laymen version of what you just described is that clearly there was debate,

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there was conversations between yourself, counsel for the Hameds, Mr. Yusuf and so forth, and Judge Ross, who's operating as the master. And in order simply to continue to comb through the accounts and get it down to basically just simply liquid assets at the end that could ultimately be divided, things have to be paid, things have to be dealt with and so forth. Ultimately the gross receipts taxes that were paid on behalf of the United Shopping Center were charged as an expense of the partnership --
A. Exactly.
Q. -- for the time being, because that's Mr. Yusuf's understanding of what was supposed to happen as per his agreement with Mr. Hamed, but we understood that would be a claim that the Hameds would then be able to make because they're disputing that; is that correct?
A. Right, that's correct.
Q. Okay. And the total amount that was paid from February -- I'm sorry, from January '13 through the end of the -- for the time of the split is how much?
A. I have actually on this, if you don't mind me --
Q. It's the second page.
A. Second page.
Q. Let me hand you -- before we go --
A. Okay.
Q. -- let me back up from that question.
(Deposition Exhibit No. 7 was
marked for identification.)

I've handed you what's been marked as

Exhibit 7. It's a two-page document. Can you identify what this document is?
A. Yes, this is the document that I prepared. It was
kind of a wrap-up of all the remaining items on the balance sheet that I was asserting needed to be cleaned up.
Q. Okay. But before you go any further.
A. Okay.
Q. Was this document provided to counsel for the Hameds?
A. Yes.
Q. Okay.
A. It has been provided, yes.
Q. Okay. Go ahead.
A. Okay. One of the items on here is due to/from shopping center account, 14,500. I actually changed the account number in the part -- in one of the records to fourteen three, but it all consolidated properly. But the amount of the gross receipts taxes for those years, for those years and months in question totaled forty-four thousand nine forty-two eighty-eight.
Q. Okay. And that is on -- you're referring to the second page?

JOHN GAFFNEY -- CROSS
A. The second page, which is a detailed -- that's the general ledger of all the entries made to the due to/from account during that period of time. And then I prepared a little recap down at the bottom of it that recapped the -the subtotals for -- that comprised the balance at that particular point in time of $\$ 119,529.01$.
Q. Okay. So the forty-four thousand nine forty-two eighty-eight is the amount that was paid?
A. By the partnership on behalf of the shopping center, yes.
Q. That can be contested. And that's from

January 1st, 2013 to the time of the split?
A. Correct.

MS. PERRELL: Okay. All right. I don't have any more questions relating to that. I don't know if you do.

## CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. Okay. So dealing with Exhibit 7, if there were some amounts that were due, the amount of our claim is --

MS. PERRELL: This one.
Q. (Mr. Hartmann) Sixty-nine thousand dollars, if there were some amounts due in 2012, that wouldn't have picked up in this --
A. No. It wasn't picked up on there, no.

## JOHN GAFFNEY -- CROSS

Q. -- accounting?

So your forty-four thousand is -- is just for a set period?
A. That's correct.
Q. And you said that the source of your information about the fact that the partnership was supposed to pay for the tenant gross receipts tax was Mr. Yusuf?
A. Correct.
Q. And Mr. Yusuf told you what?
A. Well, he just told me that his agreement had always been that the gross receipts taxes for the shopping center were to be paid by Plaza. The -- the -- I will say that I had conversations with the former controller, Margie Soeffing, about that too, and she was under the -- she was under the same guideline.
Q. Okay. And -- and did you -- did you ever have a -- is there like a file or any written backup or copy of an agreement or anything that would support it for the purposes of, for instance, a GAAP-type of accounting?
A. I'm not sure I understand completely what your question is as far as GAAP accounting, but the answer is no, the -- the accounting for -- that I did was -- was based upon my conversations with Mr. Yusuf. But also I set it up as a due to/from item because I also had conversations with Mafi and I -- I explained to him at length that I was
setting up as a due to/from item so that could be something that they could resolve later on.
Q. I understand that, and we appreciate that. And this is that "later on time."
A. Right.
Q. So -- so what I'm asking is kind of a slightly different question than how you did it. It was -- first of all, just tell me very briefly, what is GAAP?
A. Generally accepted accounting principles.
Q. Okay. And what is -- what is it used for?
A. Well, it covers basically the entire subject of accounting for businesses, but simply put, for instance, if -- if I have to repair a compressor to a refrigerator, it's appropriate to charge it to repairs and maintenance, okay? And so GAAP would sort of have something to do with that, and -- and --
Q. Okay. Let's use that example.
A. Okay.
Q. If $I$ was going to charge repairs to a refrigerator, I would get an invoice from the person who repaired it, that would go into my books. And later on, when the IRS or someone else came knocking, I would go back and show them that document to show why it was in there; is that correct?
A. Correct, yes.

JOHN GAFFNEY -- CROSS
Q. Okay. And is there any such document with regard to this agreement? That's all I'm asking.
A. No.
Q. Okay. And -- and would this -- would this -would the documentation that you have with regard to this, survive an audit under GAAP?
A. Yes, it could survive an audit under GAAP, based upon consistency, because sometimes agreements are made. They're not necessarily always in writing. And then what happens is if something has been handled a certain way for so many years and --
Q. Okay.
A. -- so many months, it could -- it could be actually easily accepted.
Q. Okay. I'm going to show you a document that's been labeled Exhibit 1, which is Chart 1. And I'll represent to you that the entire period that's in pink there, this was paid -- this was paid by one or the other of the parties for the other. I'm not going to tell you which paid for whom.

Can -- can you tell from looking at that document who paid whose taxes for 2003 through 2000 -- I mean, I'm sorry, 1993 through 2001?

MS. PERRELL: I'm going to object to --
MR. HARTMANN: That's okay.

JOHN GAFFNEY -- CROSS

MS. PERRELL: -- asking him whether he can tell from a chart that you created that has labels on them.

MR. HARTMANN: No, I -- I've --
MS. PERRELL: I mean --
MR. HARTMANN: -- represented to him.
MS. PERRELL: And also John Gaffney has
stated that he was -- his involvement occurred starting in 2012.

MR. HARTMANN: Counsel, that's a rolling objection, but let me respond.

MS. PERRELL: But I'm just saying --
MR. HARTMANN: Let me respond to it. He just testified to consistency. He wasn't even there before 2012.

MS. PERRELL: Okay. I know he wasn't there before 2012.

MR. HARTMANN: So I'm just going to establish that.

MS. PERRELL: Okay. So just ask him when he was there, but you're asking him, what does this chart indicate.

MR. HARTMANN: No.
MS. PERRELL: Yeah, you did, so I objected to that.

MR. HARTMANN: Just -- okay. Let me just ask my questions.

JOHN GAFFNEY -- CROSS
Q. (Mr. Hartmann) Okay. Sir, looking at this chart, I'm telling you, somebody paid somebody else's taxes for that entire period of time. Do you -- under this agreement, do you have any idea who paid whose taxes?
A. No.
Q. Okay. Now look at the white section, the years for the white section.

Do you have any idea who paid whose taxes for that period? Whether the partnership paid for the tenant account or the tenant account paid for the partnership, do you have any idea?
A. No. From 2002 to 2006, no.
Q. Okay. How about the next period, the light blue period?
A. The light blue period, I have some recollection of records that I had reviewed in preparing for the conversion that started on January 1st of 2013.
Q. And who did you think paid those?
A. In actuality, I saw evidence of payments coming from the Plaza -- and I'm going to just say Plaza cash accounts, okay?
Q. Okay.
A. And I also saw evidence of an occasional payment out of the shopping center account during some years that I reviewed. I just reviewed manual records back then.
Q. Okay.
A. Yeah.
Q. So -- so if payments were made from both, how does that -- how does that gel with a view of consistency?

I guess what I'm -- let me ask the question in a different way.

You weren't there before 2012, were you?
A. Arrived in October of 2012.
Q. Okay. So you don't really have any idea what was done before then, do you?
A. I have some idea, because what happened was, when I arrived, they were about eight months or -- eight to ten months behind on their accounting. And so what happened was, I had discussions with Margie Soeffing, and we agreed, we -- we came to an agreement on how it would be brought current and so forth.
Q. And you also --
A. I was aware of the fact that -- I was aware of the fact that they were paying for the gross receipts taxes over in St. Thomas, because that's where she was located and that's where Mr. Yusuf was located at that time, too.
Q. And you also attempted to go back and -- and find all computer records and also old paper documents; is that correct?
A. I did try. I did attempt to do that, yes.

JOHN GAFFNEY -- CROSS
Q. And -- and you did -- when I say "you didn't," I misspoke.

When I say you didn't know anything at all before 2012, you knew some stuff?
A. I did.
Q. And, for instance, on this, you knew that some of the times, the partnership paid its own -- paid the tenants' account and sometimes the tenant paid the tenants' --
A. Yes.
Q. -- gross receipts taxes?
A. Yes.

Now, can I add something to that?
Q. You can add whatever you'd like.
A. Okay. See, who -- who paid it and what account it came out of is irrelevant. It is the debit side that is -has the most relevance to me, because if the debit side is going to a due to/from account, it's entirely different than if the debt's going to an expense account called taxes, gross receipts. If it's going to a due to/from account, it's accumulating to be resolved at some future point.
Q. Exactly.
A. And so what happened was, I will say that it got -- I saw a little bit of -- oh, I hate to use the word confusion, but in the due to/from accounting, depending on who paid for it, if it went -- if it came out of the, let's

## JOHN GAFFNEY -- CROSS

say, the shopping center account, it might give an accountant a little pause to say, Okay, wait a minute. How do I handle this now because this is inconsistent. Last month, it was paid by the Plaza, and I just posted it to the due to/from account. Now this time it was -- does it go to the due to/from account or does it not? You see what I'm saying?
Q. Right.
A. So, in other words, it's really the debit side of it, how that's treated, that really is relevant to me.
Q. Okay. And -- and so prior to your getting there, how -- how accurate was the accountant at getting those things into the right due to/from account?
A. I -- I will probably -- the best I can say is that I felt that there were honest people trying to do it, okay? But there was -- there -- there was some -- a little bit of confused accounts and it was hard to get to -- it was hard to get rock solid -- to rock solid numbers.
Q. Okay. So going back to my GAAP question again, you said that -- you said that you had no personal knowledge and that no documents in there, but that you could make some sort of statement about consistency. What statement could you make about consistency?
A. Well, there was an effort to basically treat the

## JOHN GAFFNEY -- CROSS

payments that were being made on behalf of the shopping center gross receipts taxes as a due to/from item.
Q. Okay. So if I understand what you're saying is they weren't trying to pay the tenant gross receipts taxes out of the partnership, or they were?
A. I -- I believe, and I'm going to just say I
believe because I believe that Margie was trying to account for it as a due to/from item. And what was happening is occasionally it would come up and she would be pressured into expensing it.
Q. Okay.
A. And so the -- the -- you know, the issue is an older issue than just January 1st of 2013.

When I came on board on January 1st of 2013, categorically I said, No, I'm recording it as a due to/from item. I'm not going to -- I'm not going to argue with one party or the other. I'm going to record it as a due to/from item. Took me a while, but I spent some time with Mafi. I convinced him of that. And what happened was, in those -- I mean, they -- in order to get them to sign the checks, they had to be convinced of it, and -- and Mafi might have forgotten who -- who forced him to pay it, but what -- in fact, what it was, it was being convinced to pay it. I was basically saying, Look, I'm setting it up as due to/from item. It's something that you can resolve years from now or

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whenever, and that was how I handled it.
Q. So returning back to my GAAP problem again.
A. Okay.
Q. The government shows up, and they say, We've got a problem. You've got two totally unrelated entities; one is we'll call the partnership and we'll call the tenant account. And it appears to us like the tenant account is just getting free money from the partnership. That the partnership is just going out -- from 2013 to the end, that the partnership is just going out and paying somebody else's gross receipts tax, right? And the government might have a a little problem with it; is that correct?
A. No.

MS. PERRELL: Wait. Let me object. I think that the way you've couched this question calls for speculation. To the extent that he can answer it, you can try, but --
A. I can answer it. It's easy.

MS. PERRELL: All right.
Q. (Mr. Hartmann) Go ahead.
A. In actuality, it was all United Corporation. And -- and -- and while we can sit here and we can say that, Yeah, we had a shopping center division and stuff like that, it was all still reported under United Corporation. The truth of the matter --
Q. Just pretend with me for a moment.
A. Okay. All right.
Q. Pretend with me for the moment that the judge actually is in charge of this. And you know now that the judge has said that was a partnership, right? By January 1st, 2013, there was a partnership and there was a corporation.
A. Well, I will -- I will kind of argue with that and say that you can't go back and change 18 months prior to, okay? In other words, you can't make that decision in the middle of 2014 retroactive to January 1st, 2013.

The fact of the matter is, is all of the accounts, including the Plaza Extra accounts, all had United Corporation. They all had the federal ID number United Corporation on them. All of the credit cards accounts and the merchant accounts had United Corporation. And all the annual reporting of all gross receipts was under that United Corporation, whether it was a shopping center or whether it was Plaza Extra. Didn't matter. It's all United Corporation, you see? So what happens was, the truth of the matter is -- the truth of the matter is that that -everything that was paid on behalf of the shopping center was a legitimate gross receipts tax for purposes of the tax return. But $I$ was setting it up as a due to/from between the two items, and that created a little bit of, you know,

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created a little bit of tracking challenge, but it was still easy to do.
Q. I -- I get exactly what you're saying, but engage with me in the fantasy world in which the partnership actually came into existence. And that from January of 2013 on, you were supposed to be looking at it as though two different entities existed and two different entities were paying stuff, right?
A. Um-hum.
Q. Okay. So starting in that -- that part, one entity, the partnership, was paying for the gross receipts of a totally unrelated entity, right?
A. Well, I can't -- I can't characterize it like that, no. And then the other -- and the reason --
Q. How would you characterize it?
A. Basically the -- it's irrelevant how it's being paid or who's paying it. It's irrelevant. It's the debit side of it, how it's being treated on the --
Q. But it's still debited to it?
A. It was still being -- it was posted to a due to/from account. That's the thing.
Q. I understand that, but it was being posted -- it was still being posted to the partnership? In other words --
A. No, no. It was only being paid by the
partnership. That's different than -- in other words --
Q. It has been --
A. Yeah. The -- the -- the due to/from, the only thing that the due to/from accounting did was it delayed the recognition of the expense until this settlement -- this settlement sheet that we looked at before. I forget what it was -- oh, this one right here.

In other words, the due to/from accounting of the gross receipts taxes were deferred until this settlement, at which point, the $\$ 44,000$ was expensed for the first time on the books of anybody's books.
Q. Right, but the due to -- explain to me the relationship between your view that -- that this was done in a particular way consistently and the fact that it was being charged to a due to/from account.
A. The -- the -- there's a tendency to say, I paid it out of this cash here, to mean that that's the end-all. That that's the expense. When, in fact, if you paid it out of this cash right here with an agreement that somebody was going to pay that cash back, it -- it's not necessarily an expense, and so it has a slightly different character.
Q. Excuse me.
(Respite.)
A. So, in -- in essence, what -- what -- what
happened was, I prepared this -- each month, I prepared

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this. And on this, I also put the general ledger account numbers that were being -- that the amounts were supposed to be posted to.

The -- the United rentals was being posted. The debit was going to 14,500 . The credit for the entire amount of the gross receipts taxes was going to accrued gross receipts taxes. And then I would -- then I would post an entry, an accrual entry, which would recognize the expense portion, which was the Plaza stores. And I would also recognize the due to/from between the shopping center and the -- and -- and United Corporation Plaza stores.
Q. But who -- who -- where did the money come from?
A. If money was paid from -- the majority of the money was paid out of the Plaza cash accounts.
Q. The partnership?
A. Yeah.
Q. Okay. And has it ever been paid back to the partner?
A. Sure.
Q. It's been paid back to the partnership?
A. Yeah. I mean, that cash is still sitting there to be distributed, okay? That cash is still part of -- that's part of the --
Q. That's part of the --
A. -- cumulation of all the cash that's sitting in
the claims reserve --
Q. Right.
A. -- account. The liquidating expense account. And there's also, for that matter, you could even say that it's part of the Banco Popular securities accounts.
Q. And do you have an opinion on which way it should, when it's distributed, whether it should go back to the partnership or --
A. Well, no.

MS. PERRELL: I -- whoa. Hang on.
A. That's exactly --

MS. PERRELI: Wait.
A. Okay.

MS. PERRELI: You have to let me object
first.

I would object to him offering an opinion as to where he believes it should go one way or the other.

MR. HARTMANN: You can still answer. You can give an opinion.

MS. PERRELL: I object to him offering an opinion.
Q. (Mr. Hartmann) Yeah, but you can still give the opinion.
A. The fact of the matter is I accounted for it as a due to/from item specifically not to make -- have my own

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opinion on it. I specifically put it there so that you guys can come and argue the point and I didn't have an opinion on it.
Q. Okay. So let me go back to my GAAP question again.
A. Okay.
Q. Someone comes up to me and says, Okay. I've got $\$ 42,000$ sitting in an account. I've got to decide which party it goes to. And one party says, It's mine because you paid it out of my funds. And the other side says, No, it's mine because $I$ have a theoretical agreement entered into -into 1986 with a guy who's dead. I got no paperwork at all. I got no backup. I've got no consistent history. How would you decide there?
A. Well, --

MS. PERRELI: Objection.

MR. HARTMANN: He can testify to --

MS. PERRELL: I can object to your question.

MR. HARTMANN: I know you can, but you say
objection.

MS. PERRELI: I can object on the basis of the ob -- I can give the basis for the objection, okay?

MR. HARTMANN: Object to form. Object to relevance. Object to privilege. Those are the three.

MS. PERRELI: I object to the form.

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MR. HARTMANN: Okay.
MS. PERRELL: I also object to relevance.
MR. HARTMANN: Okay. Fine.
MS. PERRELL: All right. And I do not
believe that he -- is calling for speculation, so --
MR. HARTMANN: He can speculate.
MS. PERRELL: And I'd also object that it mischaracterizes the facts in evidence.
Q. (Mr. Hartmann) Okay. You've got your whole rolling objection.

Now you can answer the question, if you can still remember it.
A. The -- this happens in GAAP all the time. It's usually covered in the notes to the financial statements. I mean, there are lease agreements between parties that are covered in audited financial statements under lease agreements. And so what happens is, things like this happen in GAAP accounting all the time. There can be differences of opinion that give rise to a balance sheet item that can sit there for a while until it's resolved.
Q. And under GAAP, how are things like that resolved?
A. Well, what happens is they're resolved, just like you guys are doing right now, and eventually what happens is somebody makes a journal entry.
Q. Okay. And -- and the general entry is ultimately
going to decide one question and one question only for GAAP purposes, right? Was there an underlying agreement?
A. No, not necessarily.

Like in my case, the 44,000, it was really simple. When I made the journal entry, I posted that 44,000 to taxes, gross receipts expense for the first time on the -- on the books of both the partnership and United Corporation, I posted it at. You can see it in the financial statement.
Q. Right.
A. And so what happened was, all I did was, by subjecting it to due to/from -- the due to/from aspect, all I did was defer the recognition of it on the part -- on the partnership's books --
Q. Right.
A. -- and I eventually put it there, yeah.
Q. Okay.
A. And that's legitimate.
Q. No, it is. And what I'm really asking is, would you have posted that way had Mr. Yusuf not come and told you, based on the paper record, based on all the things in the files, based on the normal finance things that you would have had to deal with, would you have had a question about posting that to the tenant account, or was the only reason that you put it in a to/from account because you were told
about this theoretical 1985 oral agreement?

MS. PERRELL: Objection. Also objection as to form and speculation. And --

MR. HARTMANN: No, I'm asking him why he did it.

MS. PERRELL: Well, I mean, the whole fact that there's a partnership is an oral partnership with no paperwork and no paper trail, so --
Q. (Mr. Hartmann) So he can answer.

Go ahead.
A. Well, no. I mean, I recognized very quickly what Mr. Yusuf told me was the agreement between him and Mohammad Hamed was their agreement. And there was no way I was going to be able to prove it.

What happened was, when it came down to now we had to take action, we had to get it paid, I was caught in the middle of, it's got to be paid by them, okay? It's -- and I was caught in the middle. And I said, Okay. The easy way out for me is to account for this as a due to/from item and not even -- not even engage in the argument with either side.
Q. Right.
A. Just account for it as a due to/from.
Q. We're not -- we're not asking -- I understand that. And what I'm asking is, and the only reason that came

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up, the only reason you were placed in that position is Mr. Hamed -- Mr. Yusuf told you that there was some old oral agreement that would have the partnership pay the tenant account's gross receipts tax; is that correct?
A. That, plus the fact $I$ did see some evidence of the same issue existing before 2000 -- I started the, you know, doing the conversion in January of 2013.
Q. So you shook your head yes, but you didn't say the word yes.
A. Oh, I'm sorry, yes.

MR. HARTMANN: Okay. Thank you. I have no further questions.

## REDIRECT EXAMINATION

BY MS. PERRELL:
Q. I have one follow-up question to that.
A. Okay.
Q. You said you saw some evidence. And that evidence was you had had some conversations with a lady that was the accountant. What was her name?
A. Margie Soeffing.
Q. Right. And that it was her understanding --

MR. HARTMANN: Object. Hearsay.
Q. (Ms. Perrell) You -- you spoke with her directly, right?
A. I've spoke with her directly, yes.
Q. And as a result of that conversation, did you have an understanding how the tenant -- how the shopping center gross receipts were to be paid, at least what was --
A. Well, Margie -- Margie flip-flopped back and forth, and she admitted to it, to me that she did. And she did tell me that, you know, sometimes under pressure from Mr. Yusuf, she would start feeling like she needed to write it off, and then sometimes under, I don't know whether she was getting pressure from anybody else, I can't say specifically, but she would -- she did have a tendency to also try and treat it as a due to/from item, too.
Q. All right. So that you understood that there were folks that were treating it both ways?
A. Yeah.

MS. PERRELL: Okay. All right. No further questions.

THE VIDEOGRAPHER: This is a conclusion?
MR. HARTMANN: Yes. No, continuation.
THE VIDEOGRAPHER: This is a continuation of the deposition. The time is 1:15.
(Lunch recess taken.) JOHN GAFFNEY

THE VIDEOGRAPHER: This is the continuation of the deposition of John Gaffney. The time is 2:33. DIRECT EXAMINATION

JOHN GAFFNEY -- REDIRECT

## BY MR. HARTMANN:

Q. All right, Mr. Gaffney. We have -- there's a -an issue about a number of amounts that I guess the way you put it, you guys reserved the funds, and you've been paying them off, or drawing them down, or doing something. Why don't you just explain to me a little bit what happened?

I didn't receive any documents about this, so I can't really ask you a whole lot of questions.
A. Okay.
Q. Okay.
A. Well, of course, the financial statement that this comes from is something that was provided as part of the bimonthly reporting. And -- and as part of that, I always provided PDF copies of the support for the whatever --
Q. Right.
A. -- entries.

There were two things going on, in particular, that I kept tracking, and I had been actually doing it since I first arrived. One was we had this persistent issue that apparently was 25 years old with the VIESA with Department of Labor. There was a -- VIESA was constantly asserting that we owed them $\$ 40,000-\mathrm{plus}$. And whenever I --
Q. And who is VIESA?
A. VIESA is the V.I. Employment Security Agency,

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okay?
Q. Okay.
A. It's unemployment. It's basically the territorial unemployment. And it's handled through the Department of Labor. And what happened, in all of my interaction with the Department of Labor on unemployment, I caught them in -- in numerous errors. And so there was a bit of a contentious relationship between me and the Department of Labor because I was trying to clear up these old balances.

So when we formed the partnership officially on the 1st of January 2013, I wanted to make sure that everybody was aware of that, that the fact that this was a -- this was a contingency that needed to be provided for. So I put it in accounts payable. I -- I essentially set it up as an accounts payable item.

Another thing that used to happen was repetitive. Every year, we used to get a bill from the Internal Revenue Service on federal -- I call it FUTA, but it's federal unemployment tax. And it was the local territorial's failure to report properly to the federal government that we were paying our unemployment taxes timely and fully. And they kept failing to report that to the federal government, so what would happen is, instead of paying, let's say when we had all three stores, we would pay about $\$ 30,000$ in federal unemployment tax per year, that's
all. What would happen is, they'd come back and they would send me a bill saying that we're proposing, you know, because you didn't pay your territorial taxes, we're proposing a bill of $\$ 289,000$. So each year, I used to set that up until I resolved it. And it always took me about a year of correspondence with the IRS to get that resolved. And believe it or not, I'm still doing it, but it doesn't affect the partnership anymore, but $I$ still do it year after year, because the VI Department of Labor doesn't accurately report to. So those were two of the items that were in the balance that was mentioned to me, this one seventy-six, those were two.

The other portion of it was actually just the accrual of the -- the wages for Fathi Yusuf and 50 percent of my wages during that period of time. That was during that agreed-upon period of time where our wages were being paid out the partnership. And when you add all three of those up, it comes to a total of $\$ 176,000$, and what month was that? I forget right offhand.
Q. Well, that's okay.
A. Yeah, but anyway, and now what would happen is, whenever the IRS, for instance, when the IRS would say, Okay, we agree with you. We've adjusted your balance due down to zero, what $I$ would do is I would reverse the debit and credit, because essentially my -- my debit was FUTA tax.

Tax, federal unemployment, and my credit was accounts payable. And then what would happen, a year later when the IRS would finally acknowledge that it was a -- it was a -it was cleared, I'd just simply reverse the two entries and then suddenly accounts payable would drop down to close to zero, or whatever.

But in the meantime, if anything else came in of a contingency nature, that would, you know, I would set it up that way.

Now, the $\$ 30,000$, which was always kind of a consistent, that $\$ 30,000$, in the very beginning not knowing how all of this would play out, how everything would play out, I just told -- I knew I was having to do tax returns and so forth, and I basically talked to Judge Ross, and I said, Now, Judge Ross, what often happens in situations like this, is that long after everybody's basically parted company and said, You know, we're all done, what happens is there's administrative things, such as preparation of tax returns and so forth. And he said, What would you think would be a reasonable estimate, and I said $\$ 30,000$, and he said, Set it up as an accrual, and we did, and we just left it there. And honestly, there's been a couple times where I was almost tempted to reverse it and throw it, you know, and basically get rid of the accrual, --
Q. Right.
A. -- because the way things are playing out now, everything has been paid in the, you know, through the systematic way that we have to do it.
Q. And employment VIESA dropped their claim?
A. Yeah, what happened was, it wasn't free. I wound up having to hire somebody. I wound up having to hire somebody just to be able to get in to talk to -- what was the director of the Department of Labor? Hendrickson. Hendrickson, or something like that, was her name. And what would happen, she just wouldn't -- she wouldn't -- I tried a hundred times to get in to have a conversation with her so I could show her things --
Q. Yeah.
A. -- and she wouldn't do it. And basically I had to hire a broker to do it. And ultimately those bills got paid, but we finally settled with them. We didn't save a lot of money. If we saved $\$ 10,000$, that was a lot, because by the time we paid the broker, and by the time we paid the settlement amount with them, because that's what I was working for the whole time, was the settlement amount, because I felt that I had sufficient facts to prove the errors that they, you know, made, you know, in present time. I couldn't go back to, you know, 25 years, though.
Q. Right.
A. And that's what there -- that's what they were

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trying to collect for, from things that were dated back in the 1990s.
Q. Okay. So the settlement you did with them, is that in writing?
A. Yeah.
Q. Could I get a copy of that?
A. Sure. I can find that, yeah.
Q. And how about the -- the one with the -- the FUTA?
A. With FUTA, yeah, I've got all the correspondence on that. On those two, yeah.
Q. Could you supply that to your counsel?
A. Yeah.
Q. Okay.
A. Yeah.
Q. And there was your amount. And then there was the amount for Fathi and your wages.
A. Right, which continued until the end of 2015, I believe.
Q. Okay. And that's --
A. 2015 or '16, I forget.
Q. And that used up all the funds in that?
A. Yeah. In other words, what would happen, I would set it up as a payable in the month it occurred. And then when Mr. -- when Judge Ross would come in and we'd do a check signing, which would happen every couple, three
months, what would happen is that those payables would get paid and they'd go away.
Q. And I would leave the thirty there.
A. Yeah, well, yeah.

MR. HARTMANN: Okay. That's all the questions I have.
A. Okay.

MS. PERRELI: Let me just put these in because $I$ think it will be helpful. Just, should we continue the numbers?

MR. HARTMANN: Sure.

MS. PERRELI: Okay. So we're on 8.

MR. HARTMANN: 8.
(Deposition Exhibit No. 8 was marked for identification.)

CROSS-EXAMINATION

BY MS. PERRELL:
Q. Let me hand you what's been marked as Exhibit 8.

The -- you don't really need the initial part of it. I just really need you to flip to the back. This is documents that we filed in response to some requests.

Let me ask you to look at Exhibit B.
A. Okay.
Q. Okay. What is Exhibit B?
A. Well, Exhibit B is just basically a monthly
presentation of the balance sheet and the income statements for the year 2016 .
Q. Okay. And was this information provided to both the parties?
A. Yes.
Q. Okay. Was this part of the documents provided with the bimonthly reports?
A. Correct, yes.
Q. Okay. All right. And there's a box with an error pointing to it.
What -- what does that represent?
A. Well, that's the -- what we're actually talking about, the $\$ 176,000$.

The -- the first portion of it, 146,000 is the accounts payable, and that's kind of like a fluid number because it starts out the month. Might start out the month 300,000 and we might have written checks and now it's down to less than $\$ 146,000$.

But the simple way to look at it is to say, what is accounts payable on August 31st, 2016? And that's essentially what $I$ did. I laid it out. There were three numbers. I should say there was a fourth number too, there was actually --
Q. Okay. We're going to get to the details in a minute.

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A. Okay.
Q. I'm just trying to -- I know it's hard for you not to keep it, but this is the -- this is the numbers that comprise the $\$ 176,267.97$, is numbers you were just discussing with --
A. Correct.
Q. -- Attorney Hartmann a minute ago?
A. Yes.
Q. Okay. And these were monies that ultimately were going to have to be paid as part of the partnership, but they hadn't been ultimately netted down to a number that could actually be sent, a check that would be sent --
A. Correct.
Q. -- at the time?
A. Yeah. As a matter of fact, one of them went away totally just through the IRS adjusted their records. One of the -- the largest portion of it went away completely.
Q. Right. Okay. And then the next pages, 2, 3, 4, 5, 6, what -- what are all of these numbers? Is this just simply the rest of the balance sheet?
A. Well, actually, Page -- Page 2 is the income statement portion of -- that matches page -- the page before, Page 1.
Q. Okay.

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A. So, in other words, Page 1 was the -- was the balance sheet, which was the assets, liabilities, and equity, and then Page 2 is the income statement and --
Q. And these documents, again, this, all of Exhibit B, was provided to the Hameds --
A. That's correct.
Q. -- contemporaneous? Okay.
A. That's correct.
Q. All right.
A. And then Page -- the next page is now -- oh, by the way, Pages 2 and 3, what I just mentioned, that is the combined, all the partnership.
Q. Okay.
A. In other words, Plaza West, Plaza East, Plaza St. Thomas, that's combined.
Q. Okay.
A. Then the next one $I$ see is Page -- Page 3, is actually the same thing, the balance sheet, but only Plaza East, --
Q. Okay.
A. -- okay?

And then the next one after that is the balance sheet income statement, same period of time, but only Plaza West.

And I might mention at this point that there

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were only two accounts payable balances that combined into that $\$ 176,000$ figure. The bulk of it was sitting on the books of Plaza East because that's where it originated. And then there was a very small offsetting item for advance rent that we paid for, you know, the rent for the space that we have old records in and we pay every month. We still got.
Q. The TOPA -- the TOPA property?

MR. HARTMANN: St. Thomas.
A. The TOPA. The TOPA properties, right. I always forget the name, yeah.
Q. (Ms. Perrell) Okay.
A. So it was an advance payment, so it was like, you know, otherwise the accounts payable would have been a hundred -- that combined figure would have $\$ 177,000$ but for the fact we had prepaid -- we had a prepaid item, essentially.
Q. Okay. I believe that there -- well, let me ask you this: Can you flip to Exhibit C?
A. Exhibit C.
Q. Keep going.
A. Okay. Yes.
Q. What is Exhibit C?
A. Exhibit C. Well, this is all of the -- and this is Plaza East. Page 1.

MS. PERRELL: Did it not?

MR. HARTMANN: Maybe it's on the back of a page.

MS. JAPINGA: Oh.
MS. PERRELL: Okay. I was like, wait a
minute. Wait a minute.
A. Okay. Well, I had to --

MS. PERRELL: Wait, wait, John. Sorry.
MS. JAPINGA: No, that's okay. That's okay.
Thank you.
Q. (Ms. Perrell) Okay. I'm sorry. Okay. So John, Exhibit C is what?
A. Okay. Exhibit C. Pages 1, 2, and 3 of Exhibit C are a complete general ledger, year-to-date general ledger, for -- for Plaza Extra East.
Q. Okay. And my question to you, just like before, was all of this information provided to --
A. Yes.
Q. -- the Hamed counsel?
A. Yes.
Q. Okay. And it was provided contemporaneous with the various bimonthly reports?
A. Yes.
Q. And at the top of the document, it indicates which bimonthly report it coincides with?
A. Yes.
Q. Okay.
A. As a matter of fact, it does.
Q. Okay. In Exhibit $C$, can you show me where the issue is as to the accounts payable that -- well, let me ask you this: Does any of the information in Exhibit C reflect the $\$ 176,000$ that we've been discussing the last few minutes?
A. Well, for instance, there was an entry made on April 1st, and the reference says FUTA, F-U-T-A, 2013. And the journal is purchase journal, and it says Internal Revenue Service, 74,779.10. So that was one of the items. That was -- I had probably just received a document dated April 1st from the IRS for 74,779, so I booked it.
Q. Okay. So part of the 176,000 would have been comprised of this 74,779.10, which is this FUTA issue you discussed a minute ago?
A. That's correct.
Q. All right.
A. Yeah. I'm looking to see if there would have been an entry related to VIESA, but $I$ doubt it, because the VIESA was a number that had been coming forward for a lot of years. It had been coming forward for a lot of years, so it's not likely to be here.
Q. Okay.
A. The rest are just the debits and credits. The
customary charges that were being processed then.
Q. Okay. So let me -- let me understand this.

The $\$ 176,000$ that one of the -- we -- that
the Yusuf United side when they filed their initial claims, said we probably need to set aside a hundred and -- we need to make sure that there's $\$ 176,000$ still in an account before we start doing distributions, okay?
A. Yeah, if --
Q. But --
A. Go ahead.
Q. So my question is, is -- can -- can -- does Exhibit C show how that 176,000 started getting whittled down?
A. Well, it does. You know, I see in all of the 2000 account, 20000 account, which is accounts payable, I see a lot of payments being made. And, of course, it's items going in and going out. Like one that just stood out, and I remember specifically -- I don't remember their name of it, but it was a workers' comp settlement. It was a workers' comp settlement that was -- that both parties agreed, and it was paid by United Corporation. And then what happened was it was reimbursed by the partnership for $\$ 50,000$. So the -I accrued that on July 31st. And the check would have been paid on August 9th. So it would have been paid from the partnership back to United Corporation for that.
Q. Okay. What I'm trying to understand is, and I think this is the accounting issue, as of October -August -- August 31st, 2016, when the initial claims were filed, there was a document that you've showed us before that said there was $\$ 176,000$, in essence, in an accounts payable --
A. Right.
Q. -- that needs to be held. We can't distribute that.
A. Right.
Q. And what I'm trying to understand is, is the documentation that shows how we go from one seventy-six to whatever it is today. And my understanding is that Exhibit C will reflect that information.
A. It does. Exhibit C is -- see, accounts payable, as I mentioned in the beginning, is kind of a fluid thing. It -- it -- you might start out with an accounts payable balance of 300,000, which might be an accumulated -- an accumulation of 20 years of history that arrives at 300,000. Then during the month, you might pay $\$ 100,000$ off, and now it's down to, at the end of the month, it's 200,000. So all that one seventy-six or the one forty-six represents is if you were to settle everything right then and there at midnight on August 31st, 2016, that one seventy-six would have been -- would been held out of any distribution.
Q. John, here's what I'm trying to get to.
A. Okay.
Q. Okay. What I'm trying to get to is the Hameds are trying to figure out at -- in August, when we said we need to hold out a $\$ 176,000$ because there's an accounts payable, there's various contingent issues, taxes, whatever it is, whatever you told us it was, they need to be able to understand what it is and where the money, either new payables that came in that you paid, or how that $\$ 176,000$ snapshot got reduced; is that fair?
A. Okay. It's been paid. It's all been -- I mean, it's all cleared.
Q. Okay.
A. The one forty-six --
Q. And did this Document $C$ show that?

MR. HARTMANN: No.
A. It probably doesn't. Not concisely. What does, it would be a -- an aging of accounts payable at the end of each month. I happen to have -- I happen to have -- when I looked at this --
Q. (Ms. Perrell) Okay.
A. -- I happen to have it, but --
Q. So -- but this -- what is it now? What is the accounts payable now? What is it down to?
A. Oh, I imagine it's virtually nothing. I'd say

JOHN GAFFNEY -- CROSS
it's probably -- the $\$ 30,000$ sits there, but I'd almost --
Q. I understand that.
A. -- be willing to say that the accounts payable is zero right now.
Q. Okay. And the 30,000 is an arbitrary amount that was allocated? There's no actual receipt for 30,000 or a bill that's sitting there waiting for -- to be paid for the 30,000, right?
A. No, it's just a memo accrual entry to establish that there might be some costs after everybody thinks everything's done, there might be some costs after that. At this point, I can honestly say I don't think there will be.
Q. Okay.
A. Back then, I -- I -- I -- I would -- you would have never got me to say that back then --
Q. Okay.
A. -- but today I can say that.
Q. All right. And so for the Hameds to be able to see all of the different payments that have happened, can you provide them that information, which I understood originally was Exhibit C, but I'm saying -- I'm understanding now it's not Exhibit C. Can you --
A. Well, Exhibit --
Q. -- get them any information so that they can see

JOHN GAFFNEY -- CROSS
what all has happened with all of the accounts payable? And I'm saying from August of 2000 and -- August 31st of 2016 through now?

MR. HARTMANN: I think he said the account age will reflect that, so you could supply that to her.
A. Yeah, I could.
Q. (Ms. Perrell) That will do it.
A. And this goes through to the end of the year. And I'm going to say that the likelihood is -- is that I can tell you that all but possibly one item was resolved by the end of the year, and it could actually -- you could actually decipher from this, but that's the wrong way to go about it.
Q. Okay.
A. But the one item that might have continued on beyond December 31st, 2016 -- and actually, I don't think it did even, was the VIESA dispute, because I worked on that, it seems like forever, but $I$ think that was resolved before 2017, but maybe not.
Q. Okay. And is the VIESA thing where there's a settlement?
A. Yeah, that was the thing where --
Q. Okay.
A. -- yeah, they had to -- they had to come up with a letter and they had to give me -- I made them give me a letter stating that when we make this payment with this
check, that they're no longer going to send us a bill that we owe, you know, territorial taxes.
Q. Okay. Hold on just a second.

MR. HARTMANN: Could I ask one or two
questions that might --
Q. (Ms. Perrell) Yeah. Hold on just a second. Let me ask you to take a look at Exhibit -- there's these -- if you go to the back of this Exhibit, I think it's still C.
A. Um-hum. Okay.
Q. Hold on. And the name of it says Plaza Extra East General Ledger for the period August through June of '19.
A. Is there a page number here?
Q. No, just 1 of 8 .
A. Okay.
Q. It's near the end.
A. Okay. Okay. 1 of 8. What are we looking at?
Q. It's the general ledger for the period August 2016 through June 30th, 2019.
A. Okay. Good.
Q. Is that what you're seeing?
A. Yeah, there you go. Okay.
Q. All right. Is this document -- will this reflect the issue that we have been talking about, which is the payments that have been made -- part of this accounts payable that originally complies (sic) the $\$ 176,000$ ?

JOHN GAFFNEY -- CROSS
A. As a matter of fact, if we went to June 30th of 2019, I'm sure it would.
Q. Okay.
A. Let's see here. This covers a lot of years. This is Plaza East. Yeah, you get down to the June 30th, 2019, and the -- the ending balance is $\$ 4,050$. And the $\$ 4,050$ is the -- was the monthly charge that we were doing for the -the accounting after -- after Mr. Yusuf and my salaries were --
Q. What page is that?
A. Page 4 of 8 .
Q. Four of 8?
A. Four of 8, yeah.
Q. All right. Page 4 of 8 showing the $\$ 4,050$ ?
A. Yeah.
Q. Okay.
A. $\$ 4,050$. So the accounts payable for Plaza East was that. And I can tell you that there was very little accounts payable activity in Plaza East after a certain point, because everything that we did, we did through Plaza West. So let me -- you see all the TOPA payments. So all of the TOPA payments were being paid through Plaza West after that. Page 7, Page 8.

MR. HARTMANN: Charlotte?
A. And that was down to --

MR. HARTMANN: Let me cross him, and then we'll agree to that.

MS. PERRELL: I'm almost done.
A. That was down to $\$ 100.95$ at the end of 2000 -- on June 30th, 2019, so you're talking -- it was pretty much what I said, which is the accounts payable is probably virtually zero.
Q. (Ms. Perrell) Okay.
A. Because then $I$ can tell you categorically, $I$ know St. Thomas was certainly zero by that time.
Q. Okay. So all of these various entries that are in this -- this, Pages 1 through 8, which is this general ledger --
A. Right.
Q. -- that we had, would reflect various payments from the August through June of 2000 -- August of '16 through June of '19, correct?
A. Exactly.
Q. So these would be all of those payments for accounts payable?
A. All activity, yes.
Q. Is here?
A. It's all there, exactly.
Q. Okay. And then with regard to the next page, which is the balance sheet.

## JOHN GAFFNEY -- CROSS

A. Okay.
Q. This -- what is the --
A. There it is. Okay. There's the 4,000. That's the total of those two, the $\$ 100.95$, plus the 4,050 .
Q. Um-hum.
A. And that's -- combined, it adds up to 4,15.95. And then there's the $\$ 30,000$ that still remains.
Q. Okay. So just -- so these documents, the 1 through 8, is the backup information for this document here, this balance sheet, which is showing what is currently there, correct?
A. Right, correct.
Q. And then you've described already that the 30,000 is really just a -- it's an arbitrary number?
A. It was a -- it was a contingency number that we guessed.
Q. Okay. And the 4,150 is the combination of that 4,050 --
A. Right.
Q. -- and the hundred dollars on this other one.

So my question is, is what -- what this 4,000, what -- what is still due?
A. Well, the $\$ 4,000$ was actually an accrual of $\$ 450 \mathrm{a}$ month for the continuing work that gets done, like every month, I get the Banco Popular statement, and I spend an

JOHN GAFFNEY -- CROSS
hour and a half analyzing that so that we have a tracking on investment trades, long-term capital gains, and so forth. That still gets reported through the partnership.

Now, I will tell you that that 4,000 -- that 4,150 that's there, it won't get paid. The reason it won't get paid is because there's -- now there's another item. It probably -- I don't know if it -- it was the item that you and I discussed. It was about WAPA. What happened was we revisited on one of the claims, WAPA Plaza West settlement. And I was not aware of the fact that the Hameds had actually created a new WAPA account under KAC. I thought that all of that information just transferred to Plessen because the bill was in the name of Plessen.
Q. Okay.
A. The WAPA bill had always been in the name of Plessen.

And so what happened was, when I went back, and Mr. Yusuf and I, as a matter of fact, we went to WAPA to get all of the details of it. They wouldn't provide it for me for the longest time. And then when I got details of it, I revisited it, and I actually booked some entries, and it wound up that we owed the partnership something close to forty-something thousand. So at that point, we have a slight offset, so $I$ knew that that 4,150 's not going to get paid.
Q. Okay. So let me ask you this: With regard to accounts payable, as we sit here today, other than this 30,000, is there any other accounts payable that -- assuming for the sake of argument, that we would be dividing the remaining liquid partnership assets today, are there any outstanding accounts payable that would need to be held in reserve?
A. No.
Q. No?
A. No.

MS. PERRELL: Okay. All right. Sorry, Carl, if you needed to --

MR. HARTMANN: That's --
MS. PERRELL: -- clarify.

## REDIRECT EXAMINATION

## BY MR. HARTMANN:

Q. Okay. Where, on this, do I look to find the terms of your settlement with VIESA?
A. There's probably an entry in Plaza East. Let me see if I can find one that would be, and then --
Q. No, I understand. You don't have to look all through, John.
A. Okay.
Q. I understand that there might be an entry in there.
A. Yeah.
Q. What I'm saying is, where do I go to see the check or the terms or the letter?
A. Well, I would have those things. And I believe that I provided those things, although it might have been after we were doing the bimonthly reporting, where I was providing thumb drives that had -- contained copies, PDF copies, of all the documents. Like any bills that had come in late that $I$ paid, the PDF -- the PDF files on there would contain copies of all the bills.

Now, the -- the VIESA, I have to kind of zero in on exactly when that happened. It was when John Lewis was around, and I'm thinking that would have been 2016-2017, but -_
Q. But stop, John, --
A. Yeah.
Q. -- for one second.
A. Yeah.
Q. What Charlotte was asking you before was, at one point, there was a number. It was $\$ 176,000$.
A. Right.
Q. Okay. Then you -- you paid chunks of it. One of the chunks you paid was for VIESA.
A. Yes.
Q. And another chunk you paid was for something else.
A. No, we didn't pay it. I just reversed the entry.
Q. Okay. Reverse. Whichever you did.

But -- but all of those things that happened, you could put a list together that basically said this $\$ 176,000$ was reduced by this much on this day, and this much on this day, and this much on this day. And then like we do with the claim -- the A claims accounting, you could say, Okay, that that first chunk, the VIESA chunk went to a settlement on such-and-such date, and you could attach a document to it?
A. Yes, I could.
Q. So you could basically show that there were, I don't know, 10 or 20 transactions starting with $\$ 176,000$, working down to the 4,000, and explain what they were?
A. Yes.
Q. Right? Okay.
A. Yeah.
Q. And how much time would that take?
A. Couple of hours.
Q. Okay. If -- if we paid for it under the A agreement, --
A. Yeah.
Q. -- would you please do that and give it to -- to Attorney Perrell?
A. Yeah, that will be fine.
Q. Okay. Great.

MS. PERRELL: And I just have one follow-up question, just to be clear, and I think I misunderstood this before, it started at $\$ 176,000$. And while we can net it down, are you also saying that other times, it -- there were additions to the one --
A. Yes.

MS. PERRELL: -- seventy-six?
MR. HARTMANN: But -- but he can track that.

MS. PERRELL: Exactly.
MR. HARTMANN: Yes.
MS. PERRELL: So there's going to be the -the reductions, and then there's going to be additions, and then those reductions of the things --
Q. (Mr. Hartmann) You're just going to show an aging of the account and then --
A. Yeah. I mean, what I'm going to do is I'm going to go to the VIESA vendor account.
Q. Exactly.
A. And I'm going to basically produce all the transactions that settled that.

The -- the largest item there, the $\$ 74,000$, which was the FUTA, that happened to relate to 2013. So we're already 3 years behind, so would have been another one that would have arisen after that for 2014. There would
have been --
Q. Okay.
A. -- another one for 2015.

MR. HARTMANN: But I think we've -- we've answered the essential question. I have no more questions.

## RECROSS-EXAMINATION

BY MS. PERRELL:
Q. And then I just have one follow up.

So the document that we have identified in the middle of this Exhibit $C$ where it was Page 1 through 8.
A. Eight, yes.
Q. And it went from August 16 to June 30th of 2019, this is basically the listing all of those things that they want the backup for, is that --
A. That's correct.
Q. -- fair? Okay.

So I just want to be clear you guys, the tracking of the list is here. And I know you want the backup for it, but I'm just saying --

MR. HARTMANN: Yeah, and you know what the problem with the tracking -- let me ask him a question.

MS. PERRELL: The top of the document says, General Ledger August 1, '16.

## REDIRECT EXAMINATION

## BY MR. HARTMANN:

Q. Let me just show you what the problem is, John.
A. Um-hum.
Q. Take a look at this right here, where it says United Corporation.
A. Right.
Q. Okay. What's happening there?

I just want to make clear what the -- what the problem is.

United was paying things and then it was just getting reimbursed as United.
A. Yeah, this is merely a reflection of the cash transactions, okay? If you want to see what's happening there, you have to look in the accounts payable, because all I see, of course, is I see a -- essentially a payment via Check 321 from the partnership to United Corporation.
Q. Right, so just stop there.
A. Yeah.
Q. So what was happening, if I understand, is, for a lot of these accounts payables amounts, United was paying the amount that was due out of a United checking account. And then the partnership was simply making -- doing a transaction that simply showed as transaction to United?
A. Yeah. In fact, during this time period, a good
portion, whenever we would get with Judge Ross and write checks, a good portion of the monies that were being paid back to United related to Mr. Yusuf's money.
Q. Okay. So let's stop for a second.
A. Okay.
Q. So looking at this document, there's no way to tell what that amount really was underneath, right? In other words, United paid it. And all you showed on your accounting was that the partnership reimbursed United, but we don't know what for.
A. No, because whenever I sent -- especially during the bimonthly period.
Q. No, I know during the bimonthly.
A. Yeah, and -- and even after that, I -- I often provided like a ledger, which would add up to that 71,000 that would show all the items that it was paying. I would actually include that with it. So, in other words --
Q. Okay. But what I'm saying is this set of numbers that you're looking at right now doesn't show that information?
A. No. This is the general ledger. And the general ledger is, by definition, a book of summary entry.
Q. Okay. That's good.

And so -- and so all that we're looking for,
all that we've been asking for is what you're going to

JOHN GAFFNEY -- REDIRECT
produce, which is an aging of the actual account with -with a statement as to what it really went for? Not that it got paid to United, who then paid it to somebody else, but -- but that you paid it to VIESA, for instance?
A. Well, on the VIESA issue, I -- I recall that I did write -- there were -- there were two, maybe even three checks. I had to do it in segments. And Judge Ross, I presented Judge Ross with all of the, you know, the -- the letter, the documentation that I got from Department of Labor and --
Q. Right.
A. -- and then we settled that. And then eventually I got an agreement from the Department of Labor, that for all intents and purposes, our account was closed. It was zero.
Q. Okay.
A. And that's what I've been seeking the whole time.
Q. So I think we see where the disconnect came. The disconnect came in the fact that what we were trying to do is say, Okay. You've got $\$ 176,000$. Where did it go?
A. Okay.
Q. And what you are showing me is where it went, but without any, you know --
A. Yeah, like basically I can show you that there were four items that comprised that one seventy-six. The

JOHN GAFFNEY -- REDIRECT
neat thing is I can show you that very simply. And then I can take those four items and show you the disposition of all four items.
Q. Okay.
A. Those items. And that's simple.
Q. And what was the reason, if you recall, that the checks were being written out of United instead of being written out of the partnership account? Like --
A. Well, for instance, like -- and you bring to -you bring to -- this is a completely different issue for $\$ 71,000$, the fact that the $\$ 70,000$ approximates anything else is just coincidence.

The fact of the matter is, is that United Corporation was being reimbursed for the salaries that was paid for Mr. Yusuf and to me. And that continued on, for me, it would have been 50 percent of my salary. For Mr. Yusuf, I think it was a hundred percent of his salary until the end of 2016. Does that -- does that sound --

MS. PERRELL: You have to answer.
A. Oh, yeah. Okay.
Q. (Mr. Hartmann) I guess the question I'm really asking is, this was money that the partnership was supposed to pay to Mr. Yusuf, right?
A. Oh, it was -- it was -- not to Mr. Yusuf. It was, like that payment there, if I have to -- if I have to make a

JOHN GAFFNEY -- RECROSS
guess without looking further into it, my guess is that bulk of that $\$ 71,000$ was reimbursement of payroll that was paid by United Corporation.
Q. I get it.

What I'm saying, though, let's say
hypothetically the Court said, Look, Mr. Yusuf is going to supply his services to the partnership, and everybody agrees that that's fine. And so in the normal world, if these all weren't the same company with the same comptroller, normally what would have happened was the partnership would have cut a check from its remaining funds and given it to Mr. Yusuf. What you're saying is what happened was, Mr. Yusuf had already been paid, so we just internally kind of --
A. Reimbursed it.
Q. -- reimbursed?
A. 'Cause there was no way we were going to set up W-2 reporting and all the administration that goes with that --
Q. That answers my question. Thank you.
A. Okay.

## RECROSS-EXAMINATION

## BY MS. PERRELL:

Q. All right. So just to be -- just to be clear, with regard to the providing of the documents and providing
of the information -- let me back up.
These documents that we've identified as

Exhibits B and C were part of the providing of the documents as part of the bimonthly reporting, correct?
A. Yes.
Q. Okay. And even prior to the providing of documents in the bimonthly reporting, from the time that you came in, was there ever any time where you didn't provide financial information to the Hameds?
A. No.
Q. Okay.
A. There were times when I didn't have the
information that they were asking for, and I couldn't provide something that I didn't have the information for. It was -- that was particularly true in about the first 8 months of 2013. I was working day and night to try and get the accounting system established and get the personnel.
Q. Okay.
A. And -- and the only time that I couldn't provide information was when $I$ couldn't even get it to myself, because it was such a big work and process.
Q. Okay. Was there ever a time where the Hameds were blocked from receiving financial information?
A. No.
Q. Okay.
A. Never.

MS. PERRELL: All right. All right. No further questions.

## REDIRECT EXAMINATION

BY MR. HARTMANN:
Q. Do you know if the Hameds went to Court to get a court order to get financial information that they were denied, and the Court issued an order?
A. I'm aware of the court order, but there was no information to be gotten that they were ever denied. There was never any information that $I$ ever denied.

There were some times when somebody would say, Can't you just press a button and do this? And I'd say, No, I can't do that because the information is not even in the accounting system. It's not even there yet. It's not in there. I can't press a button to produce a list.
Q. But after the order was issued --
A. The work hadn't been done.
Q. But after that order was issued, you provided 21 megabits worth of data, right?
A. I don't know, but, I mean, what $I$ can say is that the whole time my first -- in particular, I remember the first financial statement that I generated, which had any legitimacy, was in July of 2013, because that was the first time I could provide one.

MAHER "MIKE" YUSUF -- DIRECT

And what happened was, if there was any date coincidence, it was purely coincidence. It had nothing to do with Court orders or anything like that. There was never anything withheld. I can tell you that for a fact.

MR. HARTMANN: Okay. I have no further questions.
A. Okay.

MS. PERRELL: No further questions. Thank you, John.
A. Okay.

MS. PERRELI: Appreciate it.

THE VIDEOGRAPHER: Continuance or conclusion?

MS. PERRELL: I think -- I think he's concluded.

MR. HARTMANN: Yeah.

THE VIDEOGRAPHER: This is the conclusion of
the deposition. The time is 3:12.
(Short recess taken.)

MAHER "MIKE" YUSUF

THE VIDEOGRAPHER: This is the continuation of the deposition of Maher "Mike" Yusuf. The time is 3:14. DIRECT EXAMINATION

BY MS. PERRELI:
Q. All right. He's already been sworn in, so we're just continuing.

MAHER "MIKE" YUSUF -- DIRECT

Okay. So Mike, just to recap, you were primarily at the Plaza Extra East store starting in what year?
A. 2000 -- I mean, 1991.
Q. 1991?
A. Yeah.
Q. Okay. So before the fire?
A. Before the fire, yeah.
Q. Okay. And then when -- just to give a time frame orientation, when was it that you ended up working mostly at the Plaza West store?
A. I started in -- I broke ground. I was doing the construction, --
Q. Um-hum.
A. -- so I broke down -- broke ground in '98, 1998, in late 1998. And then between the construction and Plaza East --
Q. Um-hum.
A. -- until I -- whatever I used to handle, I taught

Mafi --
Q. Um-hum.
A. -- stuff and get him to par on everything that I did. And then $I$ kind of faded away from the Plaza East store --
Q. Okay.

MAHER "MIKE" YUSUF -- DIRECT
A. -- because I was full -- fully in the construction.
Q. Okay. And so by the -- what time would you say you were fully on Plaza Extra West?
A. In construction or --
Q. No, actually like --
A. Open? 2000. November 2000 .
Q. Okay. So November of 2000?
A. Yeah.
Q. All right. So one of the claims that's being made in the case is for certain transfers from the United tenant account into the United grocery store account.
A. Um-hum.
Q. I'll call it partnership account, okay? That Mr. Yusuf is asking to be -- those need to be reimbursed back to United.

Do you have information related to that? To
those transfers?
A. Yes.
Q. Okay.
A. From the tenant, yes.
Q. Okay. Let me hand you -- what's been marked as Exhibit 9 .

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(Deposition Exhibit No. 9 was
marked for identification.)
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## MAHER "MIKE" YUSUF -- DIRECT

All right. I'll hand you what's been marked as Exhibit 9. I mean, Exhibit 9 is a exhibit that was attached to the claims that were made by Mr. Yusuf, and it represents the summary of the various transfers that happened in 1996 from the tenant account. So let me ask you about these transfers.

Were you the one, in 1996, who would have had access to the tenant account to make these transfers?
A. Yes.
Q. Okay. Would there have been anyone else who would have had access to the tenant account in 1996 to make these transfers?
A. No.
Q. Okay. Could Mr. Yusuf have -- did he have access, but he just wasn't here?
A. Yeah, he could have had access, but he wasn't here.
Q. Okay. All right. So there's various amounts that were transferred, January, March, and so forth. We got each of the months there. Then we have the bank statements from Virgin Islands Community Bank related to those.

Can you explain to us what would be the occasion for there need to be transfers from the tenant account?

Well, let me ask you this: Were these

MAHER "MIKE" YUSUF -- DIRECT
transfers from the tenant account to the United Plaza partnership account?
A. Yes.
Q. Okay.

MR. HARTMANN: Excuse me. I'm just going to object on the basis of authenticity. You go ahead.
Q. (Ms. Perrell) Okay. Well, let me go back.

Are you familiar with the Virgin Islands Community Bank statements?
A. Yes, yes.
Q. Okay. And these documents, beginning with the bottom number that says FY, I'm just going to go to the last three numbers, 9 -- 14966, do you see that?
A. Yes.
Q. Does that document purport to be, and do you recall it being, a statement from the Virgin Islands Community Bank?
A. Yes.
Q. Okay. And if you could look through the rest of them, the rest of the documents in this, do those all similarly look like documents -- are they from the Virgin Islands Community Bank?
A. Yes, they are.
Q. Okay. Now, I notice at the top, there's some information that says G/L. And like it will have a number

MAHER "MIKE" YUSUF -- DIRECT
or something. Do you see that? Go a couple pages in. For example, here.
A. Um-hum.
Q. All right. Are these -- are you sure that these are from the Virgin Islands Community Bank, or are these some kind of an internal document that is generated?
A. Yeah, it could be. I'm not sure.
Q. Okay.
A. Yeah, I'm not sure now.
Q. So let me ask you this: Do you -- do you know if these are bank statements, or whether these are actually just in an internal log or ledger of -- of the payments that were made out of the tenant account?
A. Yeah, now I'm confused. These are ledgers for the tenant account.
Q. Okay.
A. Yes, this was all the expenses or money come out of the tenant account.
Q. Okay. So let's just clarify.

So rather than being a bank statement, you know, that the bank generates, do you -- what do you believe these to be? Not from the bank?
A. No.
Q. Where are these from?
A. I think these are from the accountant that
generated it.
Q. Okay. And do you remember who the accountant was back in 1996?
A. Well, looking up here, it's Ben, Ben Irvin --
Q. Okay. So --
A. -- at that time.
Q. Okay.
A. Yeah.
Q. So Ben Irvin was the accountant for the tenant account, or was you just an accountant for United, generally?
A. He was for United, generally.
Q. Okay.
A. Comptroller, we call it.
Q. Okay. And he would have had access to the tenant, or at least knowledge of what was going on in the tenant account?
A. Yes. He -- he kept records of everything, yes.
Q. Okay. And then -- but would he have signatory authority for --
A. No.
Q. Okay. So the -- then let me back up here.

For the amounts that were transferred over, the -- let's say -- let's go about the first one, the 15,900, do you have any particular recollection as to why

MAHER "MIKE" YUSUF -- DIRECT
there was a transfer for 15,900 to Plaza partnership account?
A. We -- we -- this is in 1996.
Q. Yes.
A. 1996, $I$ know we were -- were tight, really, really tight for money.
Q. Okay.
A. And when we had extra money in the tenant account, we would transfer it over to the Plaza account.
Q. Okay. Was that for helping with operating expenses, or what was the purpose of transferring?
A. With helping with operating expenses, I believe.
Q. Okay. All right.

MR. HARTMANN: Let me -- excuse me. Just let me make a continuing -- I won't interrupt anymore. I'll just make a continuing objection on foundation and authenticity.
Q. (Ms. Perrell) All right. Other than -- let me ask you this: So this one is a specific amount, 15,900. Do you have -- let me ask you, what would have -- first of all, do you have any recollection of this particular entry?
A. No. I don't have recollection of the amounts, no.
Q. Okay. How would you know what transfers to make and the amounts to make?

MAHER "MIKE" YUSUF -- DIRECT
A. I don't remember who it was told from to transfer it.
Q. Okay. Would it have -- okay. So who are the possible people that would have told you to do the transfer?
A. It could be Wally or Ben Irvin.
Q. Okay. All right. And if Ben Irvin had access to at least see both accounts, he would know whether the Plaza Extra East was low?
A. Right.
Q. Okay. And then the -- the -- would that be the same with all of the other amounts that were transferred over to the Plaza store?
A. Correct.
Q. Okay. Other than 1996, do you recall any other times where there were amounts going from the Plaza United -- I'm sorry, from the United tenant account into the Plaza Extra partnership account? When you were doing these transfers back and forth, do you recall that?
A. No, no, these are all the checks going into -directly to the -- the operating account for Plaza.
Q. Okay. Other than in 1996 -- these are just 1996.
A. Right.
Q. Other than 1996, there seem to be quite -- it happened regularly. Other than 1996, was that something that was occurring?
A. I don't remember.
Q. Okay.
A. I don't remember. I mean, I was dependent on Ben Irvin to keep the record with the -- with the tenant account.
Q. Okay. All right. All right. And you're not aware of any other records that would reflect transfers going from the tenant account into the Plaza Extra partnership account?
A. No.
Q. Okay. All right. And just to be clear, you would have been the one person who would have either been signing -- you're saying these are checks, right, because there's a check number?
A. Yeah, yeah. I would be the one that signs them. I don't think -- either me or my dad, but my dad wasn't here.
Q. Okay.
A. He was not in St. Croix. And if he came, he came for the weekend and went, but that's about it.
Q. Okay. All right. With regard to these amounts, would this have been information that -- well, let me ask you this: Why would those -- you know, it's almost $\$ 188,000$, why was that amount not settled and paid back to United before all of this dispute arose?

MAHER "MIKE" YUSUF -- DIRECT
A. Well, you know, I -- I -- I thought Ben Irvin is taking care of all this --
Q. Um-hum.
A. -- and how he treats it and all that, but $I$ don't know.
Q. Okay. So was there any reason to believe that -that the partnership would not ultimately reimburse United tenant account?
A. You know, anything that we did, or United did for the Plazas, we never settled anything, like reimburse the tenant --
Q. Um-hum.
A. -- or -- or United for many, many years. We never -- the store always used it, the money to grow or buy property or do different things.
Q. Okay. So the store benefited from having that cash come in?
A. Yes.
Q. Okay. All right.
A. And I want to add to that, at that time, we just had opened the St. Thomas store.
Q. Um-hum.
A. And then we opened the East store. St. Thomas store was not making any money. The East store just opened, so the stores were in need of cash.

MAHER "MIKE" YUSUF -- DIRECT
Q. Okay. And -- and they -- let me ask you this: The -- why open the St. Thomas store right around the time right after the fire in 1992? Why -- why open the St. Thomas store?
A. Because we didn't -- we didn't expect the fire. We -- I wasn't into the deal when we opened. I mean, when we did agreement for the St. Thomas store, but I know we were going to St. Thomas before the fire.
Q. So was there a commitment already?
A. I -- I believe there was a commitment and everything. I was not there, but I know from hearing from Wally and my dad, that we were going to make a move to St. Thomas. And then we were -- I guess before the fire, I don't think we started, or we started, I can't remember, and then we had the fire.
Q. Okay.
A. At the same time, we were here, we were in St. Croix, and then all of a sudden, you know, everybody had to go to St. Thomas to get St. Thomas ready, and I stayed back and --
Q. And Wally stayed back?
A. No, Wally didn't stay back. Wally went to St. Thomas, too. I -- I pretty much put back the store together with construction and everything, and then about to open, then Wally came.

MAHER "MIKE" YUSUF -- CROSS

MS. PERRELL: I see. All right. I have no further questions on this.

## CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. All right. Let's look at the exhibit that Attorney Perrell handed you, Exhibit 9.

And I notice that the Plaza transfers are amounts like fifteen thousand nine, thirty thousand three. I'm on, I believe, the page she was referring to, which is Bates Stamp Number FY 0014966. Page 1 of 3, it says.

Did sometimes your father -- well, let me ask you this: First of all, where was -- where was the tenant account getting these large amounts of funds? In other words, right there, in just January, the tenants' account transferred over almost $\$ 50,000$.

Were you getting $\$ 50,000$ in rent at the time?
A. No, but we had money in the account. We were receiving rent money for years.
Q. So -- so you think that -- that the money that was coming out of this account and going across was money that had been building up from -- from prior years?
A. Yes.
Q. Okay. And did anyone ever, for instance, take a tenant check, say they wanted some cash, and write it and take it over to Plaza Extra and get cash out for it?

## MAHER "MIKE" YUSUF -- CROSS

A. No, not -- not 15,900.
Q. Okay. And at the time, from '90 -- let's start at '96 and go to 2001. From '96 to 2001-ish, as your counsel has said, there was a -- there was a gigantic money laundering operation going on, right? We're now past the statute of limitations. We can now talk about what was really happening here.

So during this time, people were taking out vast amounts of money, hundreds of thousands of dollars in cash and otherwise and moving it to other places; is that correct? Everybody. I mean, Wally was doing it. Your father was doing it.

MS. PERRELL: I'm going to object that it's got no relevance with regard to this claim relating to the tenant account.

MR. HARTMANN: Well, he just testified that they had a lot of money in the tenant account. I'm going to tie those two things together, but you can answer.
Q. (Mr. Hartmann) I'm just -- I'm just saying it was a general -- well, here, let me do it this way: I'm going to hand you what's been marked as Exhibit 10.
(Deposition Exhibit No. 10 was
marked for identification.)
Would you make that 10? Would you make that
10? This is a -- it's a document that was filed by the

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MAHER "MIKE" YUSUF -- CROSS
government in the -- in the criminal case. And I'd ask you to turn over to the page that says at the top, 1996.

It's -- at the bottom, it says FY 009995.
Okay. First of all, have you ever seen this document before?
A. Probably did, but $I$ don't -- I don't remember.
Q. Okay. Okay. But you know that at same point in the criminal case, the government did an analysis of the years '96 through 2001, and they figured out if you look in that first column, it says A.
A. Yeah.
Q. They figured out in the first column that -- that you made a total of $\$ 44,900,133.37$ in actual sales. And that you reported thirty-six thousand, eight hundred eighty-six thousand, three hundred and ninety-four dollars (sic) in gross receipts tax amounts and paid tax on that amount, which meant, where that $B$ is, that there was $\$ 8,103,738.77$ that was just, for lack of a better word, missing. It -- it never got reported to the government and it never got run through a checking account, or what was the bank here? It never got run through Virgin Islands Community Bank; is that correct?
A. Okay. And what's your point?
Q. No, I'm just asking you.
A. Yeah, I understand that, but --

## MAHER "MIKE" YUSUF -- CROSS

MS. PERRELL: One thing I would object to is I don't recall that the Plaza Extra accounts were the Virgin Islands Community Bank. The -- the partnership.

MR. HARTMANN: They didn't. On a unitary basis. It was all the accounts together.

MS. PERRELL: Okay. I would just object.
MR. HARTMANN: No, no, that's okay.
MS. PERRELL: I think that's a misstatement of fact.

MR. HARTMANN: You can make the objection.
Q. (Mr. Hartmann) So -- and then in '97, the next page, which ends in 008, there was $\$ 5,800,000$. In '98, there was $\$ 15,487,000$. And in '99, there was $\$ 15,090,000$. 2000, there was $\$ 16$ million. And in 2001, there was \$11 million. All of this money that the combined entities took in and was unreported in taxes.

And you said that this money was paid out of the -- the tenant account from -- from rents. How do you know that none of that $\$ 40$ million went to -- to the Yusufs and that they didn't use that money to transfer this?

In other words, I understand this is something that Ben did, but Ben was kind of in on the deal, right? Ben was part of the money laundering thing.
A. I don't know, but, you know, it clearly says here. It's a check number, and it clearly says here, Plaza

## MAHER "MIKE" YUSUF -- CROSS

transfer.
Q. Oh, no, no, no. I -- I understand that a check --
A. So the only place a check can go to is to the operating account --
Q. No, I -- I agree.
A. -- for the -- for the grocery store.
Q. I agree.
A. Where it go, if we launder it or we give it away or we spit on it, it went from the tenant account to benefit both parties.
Q. Right, but how did it get into the tenant account?
A. By check. Everything here is listed by check.
Q. No, no, no, this is money going out of the tenant account.
A. Correct.
Q. What I'm saying is, how did that money get into the tenant account?
A. How?
Q. In other words --
A. Generated --
Q. -- you took $\$ 40$ million --
A. Uh-huh.
Q. -- that you never reported.
A. Okay.
Q. Did you put none of that into the tenant account?

## MAHER "MIKE" YUSUF -- CROSS

A. That's nothing to do with -- forty million. The tenant contract doesn't make $\$ 40$ million.
Q. No, I know that.
A. United is the grocery store also. Everything is -- is combined as one.
Q. I get it, but what I'm saying is this: Let's say that in -- in '96, I'll just use as an example, in 1996, you -- this says that $\$ 8$ million came into the grocery store more than was reported to the government. So someone -- a bunch of guys, apparently pretty smart guys, since this worked, took $\$ 8$ million in cash and went somewhere with it. I have no idea where it went. I'll betcha nobody could trace today where it went.

Did some of it go into the tenant account?
A. How could it go into the tenant account?
Q. I don't know. You just put a bunch of money in the tenants' account.
A. Why would I put -- why would I transfer money from the tenant account to the operating account and then put it back?
Q. Well, because if -- if it was paid from the tenant account to the operating account, it would have been laundered. It would have been real money coming in from somewhere else.
A. That's not for me to say.

## MAHER "MIKE" YUSUF -- CROSS

Q. Okay.
A. The only thing we collect -- the only thing the tenant account got is from the tenants.
Q. Okay. So -- so then I should be able to -- to figure that out. To figure the fact that that's true, I should be able to look at the tenant account ledger. Somewhere there's, as your attorney pointed out, this was an account at Virgin Islands Community Bank. Somewhere there's a -- a statement that shows all the money going into the tenant account and all the money coming back out of the tenant account, right?
A. Correct.
Q. Okay. And have you supplied that document to your counsel?
A. I don't think it's available. I don't know.
Q. It's -- it's not available for 1996?
A. I'm not sure. That's going to be to the accountant.
Q. Which accountant?
A. Whoever we have that's doing the accounting.
Q. Ben, you mean?
A. Well, Ben is the one who used to have -- get everything. All the statements and everything.
Q. Okay.
A. So I don't know where those records are.

## MAHER "MIKE" YUSUF -- CROSS

Q. And where's Ben?
A. I don't know.
Q. Okay. And so -- so let's try it from a different standpoint.

You don't know where Ben is and you think Ben did this, but the reason you think Ben did this is because it says Ben up there, right?
A. Right. I see his name here.
Q. But -- but you don't know?
A. No, I don't know, but this is --
Q. I could have typed this out yesterday?
A. But this is check numbers and this is --
Q. No, no, no.
A. -- reimbursements.
Q. What I'm saying --

MS. PERRELL: Let him finish.
Q. (Mr. Hartmann) Okay.
A. This is payments. And you could see it's payments to different companies, employees, even Larry Motto was our property manager back then in '96, so his name is here. And you could see every so often, he gets paid.
Q. Okay. I guess what I'm -- I'm not making my question clear. This is what I'm saying is, yesterday I could have sat down at my computer and I could have typed out this page, right?

## MAHER "MIKE" YUSUF -- CROSS

A. Yeah.
Q. And I could have written File:/BEN/TENANT, you know, and all that kind of stuff. And I could have printed this out. And I could have put any set of numbers here and you wouldn't have any idea whether those numbers were right or not, would you?
A. Yeah, I -- I believe in this here.
Q. But you don't know?
A. This is -- I mean, why should I fabricate something? This is not today. This is in '96, this was created.
Q. Well, but you don't know that. The only reason you think it was created in '96 is because it says that?
A. Right.
Q. But you don't have any independent knowledge of that, do you?
A. Of -- of this -- of this statement?
Q. Of any of this stuff on here?
A. Yes, I do. I -- I know about the checks going over to Plaza.
Q. No, I understand, but not these particular checks?
A. And I know about -- I know about -- when I look at Bob-A-Ru, whatever it is. I remember paying checks to that. These -- these people here. Texaco Caribbean, I remember paying all these people. Ocean System, I remember all these

## MAHER "MIKE" YUSUF -- CROSS

things, yeah. This -- this comes back to mind.
Q. Okay.
A. So this is not something we just forked out.
Q. Let -- let me just put it a different way: Sure you guys are completely honest, but I'm also sure that you know that sometimes in lawsuits, people are not entirely honest about stuff. And if I was not entirely honest, I could have gone out yesterday and I could have typed up this document, right? Or in 2016, when this was submitted? There's nothing on this document, for instance, that shows that it came from a bank. It's not part of a set of records. You said all the financial records are gone. MS. PERRELL: I would object, first of all, to this line of questioning. The assumption that there is somehow a fabricated document. I mean, that's just -there's also Bates numbers on here that are pretty clear that they were part of the FBI investigation.
A. Right, that's what $I$ was going to and how you're accusing me of fabricating this, or not being honest.
Q. (Mr. Hartmann) No, I'm not accusing.
A. You said it. You just said it a little while ago.
Q. No, I said --
A. And you was going to my point in saying this record was held by the FBI.
Q. And -- and when the FBI collected it, collected

## MAHER "MIKE" YUSUF -- CROSS

all the records, did it account the tenant account records?
A. Of course. It collected everything.
Q. So -- so we should be able to look in the FBI records and find the bank statement that this reflects? In other words, this says it comes from a Community Bank Account 182-600135 tenant account.
A. Um-hum.
Q. And that this is a statement that Ben typed up, but I'll tell you, I've been through the FBI records that you got, there's no such thing. There's no Community Bank records. How do you explain that?
A. Well, I guess you're not sharp enough to find it, maybe.
Q. Oh, you think they're in there?
A. They have to be in there.
Q. Okay, good --
A. This came from the FBI.
Q. -- because -- 'cause this is your --
A. I didn't -- I didn't fabricate this.
Q. Okay.
A. I didn't -- I didn't dishonestly do this.
Q. Okay.
A. I got this from someplace, and it have a Bates Stamp on it.
Q. Okay. And the rest of the documents are there?

MAHER "MIKE" YUSUF -- CROSS
A. They should be there.
Q. Okay. Great.
A. Where to find them, I don't know.
Q. That's okay.
A. But I got this.
Q. This is your claim. I'm just asking questions.

Okay. So what was -- what was Ben's last
name again?
A. Irvin.
Q. Irvin?

MR. FATHI YUSUF: Ben Irvin, I think.
A. Ben Irvin, or Ben Irvin.
Q. (Mr. Hartmann) Irvin?
A. I -- I believe so.

MS. PERRELL: It's with an E or an I. I've seen it before.

MR. FATHI YUSUF: Can I talk?
MS. PERRELL: No, not yet.
Q. (Mr. Hartmann) And you don't know where Ben Irvin went?
A. No.
Q. Okay.
A. By the way, Ben Irvin was stationed in St. Thomas, not in St. Croix.
Q. Okay.

MAHER "MIKE" YUSUF -- CROSS
A. So if anything was done, it was done through Wally, not through me, so I was just -- I was given instructions --
Q. Um-hum.
A. -- to do whatever I need -- needed to be done, and it's through Wally.

MS. PERRELL: Mr. -- Mr. Yusuf, your phone
is --
MR. FATHI YUSUF: Yeah, it's telling me to go to pray.

MS. PERRELL: It's telling him to go to pray. MR. FATHI YUSUF: I'm telling it next time. MS. PERRELL: Okay.
Q. (Mr. Hartmann) Okay. So tell me, what steps did you guys take, you and your dad, to find Mr. Irvin?
A. Find him for what?
Q. I -- I can't answer that.

Did -- did you attempt to locate him?
A. No.
Q. Okay. Do you know of any attempts by your lawyers to locate him?
A. I believe so, but I'm not positive.
Q. Okay. All right. Can $I$ have Chart 18, please?

Is 10 over there?
MS. PERRELL: This is 10, but it's the one I

MAHER "MIKE" YUSUF -- CROSS
wrote on.
Q. (Mr. Hartmann) This was -- you can just put that in the pile.

So -- so your recollection is that every time in Exhibit 9 that it says a Plaza Extra transfer, that was money that the partnership now owes back to the -- back to the tenant account; is that correct?
A. Correct.
Q. Okay. So let's go down through. On Page 1 of 3, let's go down through these and see if you can tell me what -- what each of them is.

The first one is Check 565, and it's for $\$ 566$ to Alfred Ferrol.

What was that for?
MS. PERRELL: Carl, I just -- I don't mean to -- I think you're misstating. The only amounts that are being claimed are these.

MR. HARTMANN: Oh, I'm sorry.
MS. PERRELL: Okay.
MR. HARTMANN: Okay.
MS. PERRELL: So that's what I'm saying.
MR. HARTMANN: Oh, I'm sorry. I read -you're right.

MS. PERRELL: This is the list that he --
MR. HARTMANN: Yes.

MAHER "MIKE" YUSUF -- CROSS

MS. PERRELL: And then this -- there's only certain ones that are being --

MR. HARTMANN: Right.
MS. PERRELL: If they say Plaza Extra.
MR. HARTMANN: It's -- it's five sixty-seven, right.

MS. PERRELL: Sorry. I just --
MR. HARTMANN: No, no, no, you were right.
MS. PERRELL: Otherwise, we're going to be here for a day and a half.
Q. (Mr. Hartmann) Five sixty-seven is to Plaza Extra for $\$ 15,900$, okay.

Do you know what that was for?
A. No, I don't.
Q. Okay. And Check 575 was for $\$ 30,300$.

Do you know what that was for?
A. No.
Q. Okay. And would it be fair to say that on all of these pages, and all of the amounts that are listed on this column that your attorney just showed me, that it's Page 2 of Exhibit 9, that you don't know what those amounts were actually for?
A. No. I was told to transfer them, and I -- they were transferred.
Q. Okay. And to the best of your knowledge today, is

## MAHER "MIKE" YUSUF -- CROSS

there any written records somewhere that would show what those amounts were for?
A. No, I don't know if it have or doesn't have. I'm not sure.
Q. Okay. This sheet at the top of it says, "BEN/TENANT96/013196.WK3."

Do you see that?
A. Yes.
Q. Do you know what the -- the DOS extender WK3 goes to? What kind of a file Ben is printing out there?
A. No.
Q. Okay. Do you know if that's a spreadsheet or whether it's an accounting program?
A. I don't know what it is.
Q. Okay. And your counsel first asked you whether this was not a Community Bank statement, and at first you identified and then you corrected -- actually, you corrected her and said, No, no, this isn't a Community Bank statement, this is actually a statement from internal to your -- to the tenant account.

And do you recognize what -- what system this is presented on? In other words, today what financial system, computer system, do you use at -- at the store?
A. I don't know.
Q. What do they use? Sage. Sage 50?

MAHER "MIKE" YUSUF -- REDIRECT
A. I don't know.
Q. Oh, you don't know. Okay.

So you don't know what system this came out of?
A. No.
Q. Okay. So this might not be out of the -- out of the accounting system that the store was even using at that time, right?
A. I don't know.

MR. HARTMANN: Okay. I have no further questions.

## REDIRECT EXAMINATION

BY MS. PERRELL:
Q. Okay. Mike, on the document, there is a list of -- let's just stick with the same page. And it will say G, G/L account number.

Do you see that?
A. Um-hum.
Q. Okay. Do you see these various numbers listed, some are 5300. One is 5350 and so forth, do you see those numbers listed for general ledger account?
A. Right.
Q. Okay. So the ones for 1201, first one relates to the check for the 15,000?
A. Right.

MAHER "MIKE" YUSUF -- REDIRECT
Q. Do you see that?
A. Right.
Q. All right. And the same for the 30,000?
A. Right.
Q. Okay. It's 1201.

Do you -- do you have any recollection as to whether the 1201 general ledger account number related to any -- would that provide us any further description as to it going to Plaza tenant -- going to the -- I'm sorry. I'm getting tired.

MR. HARTMANN: Partnership.
Q. (Ms. Perrell) Partnership account.
A. I would believe that 1201, he referred it as a transfer from tenant to -- to operating account or for Plaza.
Q. Okay. And do you see that general ledger account entry number throughout the -- this document?
A. Yes.

MS. PERRELL: Okay. All right. I have no further questions.

MR. HARTMANN: Okay.
MS. PERRELL: All right. I think that's it for this one.

THE VIDEOGRAPHER: Is this a continuation or conclusion?

WALEED "WALLY" HAMED -- DIRECT

MS. PERRELI: It's a continuance.

THE VIDEOGRAPHER: This is the continuance of
the deposition. The time is 3:52.
(Short recess taken.)

WALEED "WALLY" HAMED

THE VIDEOGRAPHER: This is the continuation of the deposition of Waleed Hamed. The time is 3:56. DIRECT EXAMINATION

BY MR. HARTMANN:
Q. Mr. Hamed, were you -- you were present for the earlier deposition of Mike Yusuf; is that correct?
A. Yes, sir.
Q. And you saw his testimony as to what Document 9, Page Bates Numbered FY 01966 is?
A. Yes.
Q. Okay. Do you -- do you recognize this document?
A. Never seen it.
Q. Okay. And do you recognize the format that it's in?
A. No, sir.
Q. Okay. Was this a format that was commonly used at the time at the -- at the Plaza Extra East store in 1996?
A. Not that $I$ know of, no.
Q. Okay. And let's talk about what he testified were transfers to Plaza Extra.

WALEED "WALLY" HAMED -- DIRECT
for $\$ 15,900$.
Do you see that entry?
A. Yes.
Q. Okay. Do you know -- first of all, do you know what account this is?
A. I have no idea.
Q. Okay. And do you know if 15,900 was received by Plaza?
A. Absolutely not.
Q. You know, or you don't know?
A. I don't know.
Q. You have no idea? Okay.

If you look further down, there's a Check Number 575 for $\$ 30,300$.
A. Yes.
Q. Says it was a transfer.
A. I see that.
Q. Okay. Mr. Yusuf testified that that was a transfer of $\$ 30,000$ from the tenant account to Plaza Extra partnership account.

Was the tenant account transferring \$30,000 a
shot into the Plaza Extra account?
A. I don't recall. And I know of no time that the tenant account ever transferred any money into Plaza East
Susan C. Nissman, RPR-RMR
(340) 773-8161

WALEED "WALLY" HAMED -- DIRECT
account or Tutu account --
Q. Okay.
A. -- in '95 or ' 96 .
Q. Okay. In '95 or '96 -- well, I asked him about Document Number -- where's 10?

Now, you heard me go over with Mike Yusuf the
fact that there was a fair amount of extra cash running around in '96, '97, '98, '99, 2000, and 2001, as shown in Exhibit 10.

Was -- at any time, during that period, was the grocery store -- I'm going to take a date, April 1st, 1999, was -- was there any need for money to be transferred from the tenant account to the --
A. Absolutely not.
Q. Okay.
A. Absolutely not.
Q. And why? Why would it -- why would money not be? How about in '96, '97, '98, '99, 2000, and 2001?
A. Absolutely not.
Q. Okay. And why would there not have been a need to be transferring money?
A. Because we were making a lot of money back then.
Q. A lot of money?
A. Yes.
Q. Okay. And -- and have you seen this Exhibit

## WALEED "WALLY" HAMED -- DIRECT

Number 10 before?
A. I might have had maybe earlier on sometime.
Q. Okay. Were you aware that the FBI and the Justice Department did an analysis of the earnings, the tax payment and the unreported income from '96 to 2001?
A. I know they've done several things, yes.
Q. Okay. And -- and eventually you know that United pled guilty to -- to tax evasion during that time period for these dates for these amounts; is that correct?
A. Yes, sir.
Q. Okay. So if I'm correct, in 19 -- Mr. Yusuf said that the reason that the -- the tenant account would have transferred money to the partnership was because the partnership would have needed money.

But isn't it true that the government figured that the partnership took in $\$ 44$ million, reported taxes on 36, and walked away with eight point something million?
A. Yes. What it says, yes.
Q. Okay.

MS. PERRELL: All right.
A. Can I -- can I just add? Just, can I say just one thing?
Q. (Mr. Hartmann) Sure.
A. I don't see where Plaza would need a thousand dollars to be transferred from United. I don't see why

WALEED "WALLY" HAMED -- CROSS

Plaza Extra would need $\$ 950$ to be transferred in '96 from the tenant, and we were making so much money. Why would that be?
Q. I don't know.
A. I mean, that's why I'm looking at it. I'm questioning myself. When I look at that, it's impossible.

MS. PERRELL: Okay. Are you done?
MR. HARTMANN: I'm done.
MS. PERRELL: All right. I have a couple questions.

## CROSS-EXAMINATION

BY MS. PERRELL:
Q. Mr. Hamed, the information that is reflected in Exhibit 10, the summary schedules that were prepared by the Department of Justice, they don't -- this reflects sales, correct? Exhibit -- the Page 9995.
A. It says actual sales, yes.
Q. Right. Actual sales. All right.

But that's not -- that's not profit, correct?
A. No. It says, "Actual Sales."
Q. Okay. So that's not accounting for any of the expenses incurred in those sales, correct?
A. I'm no accountant. All that $I$ see is a document, and it says, "Actual Sales."
Q. Right.

## WALEED "WALLY" HAMED -- CROSS

A. Whatever else that you're asking me, but I
don't --
Q. But you were -- in 1996, you were primarily operating the Plaza Extra East store, correct?
A. No. I mean, me, personally?
Q. Yes.
A. Yes.
Q. Okay. So in 1996 -- 1996, what was your average weekly gross income?
A. I don't remember.
Q. All right. What would have been your average gross income for the year 1996?
A. I don't remember. I mean, the records should speak for itself.
Q. Okay. What was the last year that you ran the Plaza Extra East store? 2012? '11?
A. Somewhere around there.
Q. All right. What was the average -- what was the total gross actual sales for Plaza Extra East in 2011?
A. I don't -- I don't recall.
Q. You don't have any idea?
A. I don't recall. It's been such a long time, so many numbers, I don't recall.
Q. So do you have any idea whether forty-four million dollars nine hundred and ten was a good year or a bad year?

## WALEED "WALLY" HAMED -- CROSS

A. Based on these?
Q. No. I'm asking you. You ran the store, Plaza Extra East, from basically 1994 or '93, '94, when it reopened until 2011. And what is a typical good year? I asked you and you said you don't know. So my question is, then you don't know whether these actual sales numbers, they're big numbers, but that doesn't necessarily mean that's profit; isn't that correct?
A. Of course not.
Q. Of course it's correct?
A. Of course it's correct. They're not profit. It says the actual sales.
Q. Right. So you don't know, is $\$ 44$ million for 1996 a good year, or not?
A. When you say -- this is per store. See, I'm not sure if this is per store or for the two stores.
Q. Okay.
A. So I'm not sure what -- what that is.
Q. Well, what's a good year -- what's a good year for Plaza Extra East?
A. Excuse me, you're trying to tell me because they -- well, supposedly I got a thousand dollars or Plaza Extra got a thousand dollars in 1996 transferred, supposedly transferred from the tenant account just because Plaza needed a thousand dollars? Because they needed help? In

## WALEED "WALLY" HAMED -- CROSS

doing what?
When there sales, whether this is combined
Tutu and -- and -- and East of $\$ 44$ million, why would the store need a thousand dollars, or $\$ 950$, or $\$ 4,182$ ? I don't see that.
Q. All right. Object. Nonresponsive.

My question to you is, what is a good year --
MR. HARTMANN: Object. Asked and answered.
Q. (Ms. Perrell) -- in sales?

He did not answer the question.
MR. HARTMANN: He said he didn't know.
MS. PERRELL: Okay.
MR. HARTMANN: Three times, actually.
Q. (Ms. Perrell) So you don't know whether or not this $\$ 44,000,000$-- $\$ 44,999,000$ was for both stores? For three stores? Well, in 1996, it would only be for potentially two stores, correct? Because the third store wasn't --
A. Yeah. I told you. I just stated that, yes.
Q. All right. So just potentially for two stores.

So if that's both stores' gross for the year, do you have any sense of whether or not there was any profits made in 1996?
A. Show me the documents. I have no idea. I mean, this back what, 20 years ago? 25 years ago?

WALEED "WALLY" HAMED -- CROSS
Q. Well, according to you, you guys were making tons of money. And my question for you is, is how do you know that?
A. 'Cause we made tons of money.
Q. Always?
A. Always.
Q. Every year?
A. Always.
Q. You were never underwater?
A. Look at the amount of money that was laundered.
Q. So it's your testimony --

MR. HARTMANN: No, let him answer. You
wanted --
Q. (Ms. Perrell) I think he was finished.

So in 1996, you're telling me after all the expenses and so forth, that you were never -- that the Plaza Extra grocery store was not underwater at all? Meaning they didn't have enough cash flow to pay for their expenses on any given week or month?
A. Could you repeat the question, please, because I think you lost me there somewhere.
Q. All right. During 1996, --
A. Um-hum.
Q. -- are you telling me that the Plaza Extra grocery store operations always had sufficient cash flow from their

WALEED "WALLY" HAMED -- CROSS
sales so that they were never underwater at all, meaning they didn't have enough cash to pay their --
A. We always had cash. We had so much cash. We had cash all over the place, all right?
Q. Okay. Wasn't it true that in 1992, the Plaza Extra East store burned down?
A. Yeah, that's true.
Q. All right. So -- and it happened early in 1992, didn't it?
A. Yeah, I think so.
Q. All right. So that would mean, you would agree with me, in 1992, there was no cash coming into Plaza Extra East in 1992 from grocery store operations, 'cause it was burned down, correct?
A. That's correct.
Q. All right. So the same for 1993, the store was still down. There was no sale of any -- not one item. Not one grocery item was sold in 1993; is that correct?
A. That's correct.
Q. All right. And at the same time, the store was having to be rebuilt; is that correct?
A. Yes.
Q. All right. So there were cash outlays associated with that, correct?
A. Yes.

WALEED "WALLY" HAMED -- CROSS
Q. Okay. And isn't it true that Mr. Yusuf took loans in order to assess -- help with that as well, the rebuilding?
A. No. The partnership took loans to assess that.
Q. Did you put up any collateral?
A. Doesn't matter if I put up collateral. We put the store for collateral.
Q. Okay.
A. We had the insurance proceeds.
Q. Okay. Did you put up -- did you, personally, sign any guarantees?
A. I didn't have to sign guarantees.
Q. So that's a no, you did not sign any guarantees?
A. No, I didn't sign guarantees.
Q. Do you know if Mr. Yusuf signed any guarantees?
A. I don't even recall if he did, but we, I know -- I know we had the store equipment and inventory, I believe, I'm not sure, for collateral.
Q. Okay. What was the debt service on the loan?
A. I don't recall exactly. I think it's a couple of -- couple of million dollars, I think.
Q. Okay. What was the monthly debt service on it?
A. I don't recall, exactly.
Q. And so you were also -- so you were down in '92, you were down in '93, and you opened in 1994, correct?

## WALEED "WALLY" HAMED -- CROSS

A. If -- I -- you say so. It might be '93 or '94, I'm not sure about the date. The years.
Q. And so at the same time, the Plaza Extra operations were opening up the St. Thomas store; isn't that true?
A. Yes.
Q. And there were cash outlays associated with the opening up the St. Thomas store, correct?
A. Yes.
Q. And do you know whether or not the St. Thomas store, when it opened, which was, I believe, around 1994, whether or not it was actually making money or losing money in 1994?
A. I believe probably we were breaking even at the time.
Q. Okay. So no profit?
A. I don't recall exactly, but $I$ know we had a third partner in there and finally he got out. We got him out. And we got hit by a hurricane in '95, maybe, in St. Thomas. I think it was Hurricane Marilyn. I'm not sure what year, '95-' 96.
Q. Okay.
A. And I know at that time, things just went -- sales just tripled. So when you tell me that Plaza needed money at that time, no way in heaven I would believe that for a

## WALEED "WALLY" HAMED -- CROSS

second.
Q. Okay. So -- but yet, you can't tell me whether or not in 1996, the 44 million was, in fact, a good year or not?
A. I know sales were up.
Q. Okay. But with regard to expenses, you have no idea whether there was any net profits for the Plaza --
A. I -- I --
Q. I'm asking. Let me finish. Whether the Plaza Extra East store had any profits in 1996, you don't know the answer; is that right?
A. I don't know the answer.
Q. Okay. And, likewise, you don't know the answer as to whether or not the Plaza Extra Tutu Park store had any net profits in 2 -- in 1996; isn't that correct?
A. Look, if you're looking --
Q. No, I'm just asking. Do you know?
A. I don't know, to be certain. It was a long time ago, but there was a lot of money that we laundered, okay? There was a lot of cash flow. You can't tell me that's not profit.
Q. Okay. But you don't know, correct? You don't know?
A. I just told you. I just answered.
Q. You don't know?

## WALEED "WALLY" HAMED -- CROSS

A. I just answered, Lady.
Q. You do not know, correct, in 1996, whether there was any profit on either store; isn't that right?

MR. HARTMANN: Object. Asked and answered.
A. I've already answered.
Q. (Ms. Perrell) Well, I'm asking you to answer it.
A. I just told you, there was so much money around all over the place.
Q. But you did not know whether or not there was any net profit in 1996, --
A. If you --
Q. -- at either the Plaza Extra East store or the Tutu Park store; isn't that true?
A. I didn't handle the accountant. I don't know what the accountants do. I mean, the accountant might have been doing something that we're losing money and he's going to show that we're losing money because we were laundering so much money.
Q. Do you recall whether or not -- I'm going to ask this one last time, whether or not there was enough cash flow coming into the Plaza Extra East store in 2000 -- I'm sorry, in 1996, to cover all of the expenses that it was paying in 1996 --
A. Yes.
Q. -- as it --

WALEED "WALLY" HAMED -- CROSS
A. Yes, it was.
Q. And you know this now?
A. No. Yes, it was, because there was a lot of cash flow all over the place.
Q. All right. But you don't know that for sure, though, do you?

MR. HARTMANN: Object. Argumentative. You just asked him to answer, and he answered.

MS. PERRELI: Yeah, he's answering
differently. On the one hand, he said he doesn't know. He doesn't have any idea. And I asked him to confirm that he doesn't know and then he comes up and he tries to give another answer. So I'm trying to understand.
Q. (Ms. Perrell) Do you have any idea whether or not there was any profit available to any of the stores in 1996?

MR. HARTMANN: He answered that there was.

He said that there were tons of money around.

MS. PERRELI: Okay.
MR. HARTMANN: That's the answer.
Q. (Ms. Perrell) I'm not asking counsel, I'm asking you.
A. Repeat the question, please.
Q. Do you know whether or not there was any profit in 1996? Do you know for sure whether there was any profit in 1996 at the Plaza Extra East store and the Plaza Extra Tutu

WALEED "WALLY" HAMED -- REDIRECT

Park store? Do you know? Not what you surmise. What you know.
A. I know there was a lot of cash around. How the accountants do their thing, I have no idea, and I don't recall exactly what's on paper, but $I$ know there was a lot of cash around.

MS. PERRELL: So you don't know. All right. I don't have any more questions.

## REDIRECT EXAMINATION

BY MR. HARTMANN:
Q. Let's go back to the questions counsel asked you. Tell me what happened in 1995.
A. Where?
Q. In St. Thomas?
A. St. Thomas, I believe we had -- I'm not sure if it was '94 or '95 when we bought out our -- our partner that we had in the St. Thomas store.
Q. And right after that, was there a hurricane?
A. Right after that, we had a hurricane.
Q. And how bad was the hurricane?
A. That hurricane, I think -- I'm not sure the category they referred to it, but it was --
Q. It was that --
A. -- significant. Yeah, Marilyn.
Q. Marilyn. Okay.

## WALEED "WALLY" HAMED -- REDIRECT

And tell me how the business did in '95 and then in '96 compared to how it had ever done before?
A. Probably triple, quadruple, maybe 10 times.
Q. And why was that?
A. Because of the hurricane. I mean, business just went out -- just went through the roof.
Q. I'll put Mr. Yusuf on next and ask him the same questions if you'd like. He'll tell you the same thing.

And why did the profits and the income triple?
A. Well, we -- we probably were one or two of the surviving stores in St. Thomas.
Q. So your volume --
A. My volume, our sales, went up.
Q. By how much?
A. Three, four, maybe five times.
Q. Okay. And -- and that was in late '95 and into '96?
A. Yes, sir.
Q. And how long was it from '95 until the other stores recovered?
A. The other? I'm sorry?
Q. The other stores. Your competitors got --
A. We had -- we had, I think '95, '96, '97, '98, and '99 were stellar years. I mean, we just -- we were really,

## WALEED "WALLY" HAMED -- REDIRECT

really busy. I mean, we had one time, St. Thomas was beating the $S t$. Croix locations.
Q. Okay. And -- and what's the impact of St. Thomas beating the St. Croix locations?
A. It's significant, because at the time, the St. Croix location was beating the St. Thomas location --
Q. Okay.
A. -- in sales.
Q. So -- so would it be fair to say -- as I said, I'll call Mr. Yusuf next on this -- but would it be fair to say that '95 through '99 were probably the greatest years possible for a grocery store anywhere ever?

MS. PERRELL: Object. Speculation.
Q. (Mr. Hartmann) You can answer.
A. I'm not too sure if you could say for all over the place, but, I mean, for -- for --
Q. Well, --
A. It was good years for us.
Q. Let me put it to you a different way: Were you guys loading bundles of cash into suitcases and taking it to foreign countries?
A. Yes, sir.
Q. And what -- and what year did that all started?
A. That was late '95 to 2000-2001.
Q. And why -- why were these bundles of cash just

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rolling in and rolling out during that period?
A. It's good business.

MR. HARTMANN: Okay. I have no more
questions for him, but I'd like to call Mr. Yusuf now on the same thing.

THE VIDEOGRAPHER: Okay. This is a
continuance of the deposition. The time is 4:17.
(Short recess taken.)

FATHI YUSUF

THE VIDEOGRAPHER: This is the continuation of the deposition of Fathi Yusuf, and the time is 4:18. DIRECT EXAMINATION

BY MR. HARTMANN :
Q. Mr. Yusuf, tell me what happened after Hurricane Marilyn with regard to your business.
A. We have to establish when Hurricane Marilyn occur. What year?
Q. ' 95.
A. ' 95.
Q. Um-hum.
A. We dead broke before that.
Q. Right.
A. Because we were building maybe October 28, 1992 in

St. Thomas. We open with a grand opening, big advertising. We sell \$292,000 that week. And -- and the second week, we

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lost funds about 10-20,000. We kept going down, going down until we reach $\$ 135,000$ a week. And for me to break even, I have to do at least 160 - to 170,000 in sale just to break even.

And when we was doing so bad, I have -- I have a very coward partner. Very coward. He give us all kind of problem. He put pressure on us to -- to split. I charge him, after the pressure, from -- not from him. Pressure to pressure, it don't bother me, but I'm a human being and I have a lot of people that I highly, respect very highly, they put pressure to me just to get him out. And I get him out with a loss of 150,000. Why?

From October 28 till sometime in March, I was estimating we have a loss at least of 450,000. Therefore, I'm not going to let him lose without putting his share of the loss at least. And I do not have a cent to pay him. His investment was seven fifty. My offer was 600. And the down -- I think I get a down payment from a relative of his. He just give it to me because he want -- don't want to create a problem to give it to him.

And so you can see that we was really losing money until about April or maybe May of '94. '94 sometime on the 10th or sometime in the April, St. Croix store opened up after the fire. So you can see that we open up a store that was losing money. Wally, he's here. I'm sitting in

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front of him. And his brother, Willie, came to me more than once shaky. Uncle, uncle, we're going to lose all our money. I said, Don't worry. I'll take care of it. Don't worry. Just give me time to think.

So I -- we get -- I keep trying and trying and trying. And finally I turn the store around by copying the concept of Costco. Because Costco has people coming from all over the island to Cost-U -- to Costco. And Costco investment was not even 25 percent of my investment. And he was considered the -- the key person, the supermarket, and I became the convenience store. I said, No way in the world I'm going to stay like that.

So, I told Wally, come up to the office.
After I tried several ideas. I just copied the concept of Cost-U-Less. I have about 50,000 item, Cost-U-Less have maybe two, three thousand. I say I'm going to copy it, and use his items as leaders.
Q. And when did it turn around?
A. The turn around, sometime late in '94.
Q. Okay.
A. Okay. It turn around, but we still heavily loaded with debt. I don't know if it's to the bank and also to the suppliers. But the suppliers, first in St. Thomas, I order 50 cases, suppliers start to give me 30. They want to sell me, but they don't want to give me what I want because they
could see the business is going forward -- backward. So when I turn the store around, then I show it in my credit rating, because suppliers human being. Like me and you. They could see if I'm losing money. And it's straight people. So you can say we finish 1994 with -- '94 definitely loaded with debts. We're not losing money, but it take some time for -- for St. Croix store to regain his own customers, because the supermarket is -- the hardest thing in a supermarket is to get a customer. Because I like you, is my friend, but I don't have time to come and shop in your store. I don't know where you putting the item is. I'm not too familiar with your stores.
Q. Um-hum.
A. So I normally stays shopping at the same store I normally go to. It's much easier for me. I could find everything where it is. So actually supermarket takes time for it to build its own customers, okay?
Q. Okay.
A. Unless -- just to show you, that absolutely was in solid debts, maybe at least all part of '95.
Q. Okay.
A. Then our business start to be really profitable. And then we start, you know, making money, but, you know, if today --
Q. After '95?

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A. $\quad \mathrm{Hmm}$ ?
Q. After '95?
A. After '95.
Q. Okay. When Hurricane Marilyn, it hit on September 15th and 16th of ' 95.
A. Okay. September.
Q. 15th and 16th.
A. At least until that day, we were in trouble.
Q. And --
A. Excuse me. Let me finish.
Q. Okay.
A. And it take me two, three months to rebuild my inventory. So I was out of work for two or three weeks. And because I lost my -- my ceiling, my roof, I end up having a total loss in -- right after the hurricane, I get a total loss. And unless -- I didn't suffer until late, late '96, or maybe early '97. So right there in '96, we're absolutely broke and we're absolutely in need of money. And I don't mind no problem for me to put my rent money into the store, 'cause I know my capability of running the store. Wally knows my capability of running the store. This is enough to prove to you that in '96, we was deeply needing money.

Remember, my partner, he have loss at one fifty and get out, and get out with no money. Why? That

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would tell you right there. We was in danger. I offer my store to Pueblo to buy me out. To the big boss. You know what his answer is after I drink my coffee? He laugh and say, I buy you later. I say, Please, sir, one more thing, one more thing. I want to tell you one more word. He say, What it is? I tell him, I don't think you know how to run business. I promise you as a man, I either put you break even in St. Thomas or put you out of St. Thomas.
Q. And in '90 -- '95, after the hurricane, how many stores were reopened? How many grocery stores were opened besides you?
A. Well, I have no idea.
Q. Was anybody open besides you?
A. Yeah.
Q. How many?
A. Some people. Maybe it's not all. Well, I could tell you, Cost-U-Less was not out. None of us was out. It was out maybe few weeks. Not destroyed like what we seen Cost-U-Less this -- the past hurricane. The last two years for him to come back. No, everybody went back with less than a month.
Q. So -- so you think that in '96, you were rebuilding? You didn't have a roof then?
A. I lost my roof.
Q. But -- but how soon after you lost your roof were

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you guys back solid?
A. No, no, I have to do construction for maybe a month, or 2 months, or 3 months.
Q. Okay.
A. First of all, the first month, forget it. Just like a chicken on the road. Nowhere to go. No food, no water, no this, no that. Nothing. Looking for construction to fix your building. Look for an adjustor. It was not that simple.

Finally, we find an adjustor. We enter into a contract. We let the adjustor -- adjustor hold the -handle the claim, because I'm not an insurance man and I'm not a adjustor. I don't know how to talk. I know how to run a supermarket. And then I go.

But now, it take you 3-4 months after the hurricane if you try to get a trailer, because I was clean. It takes me time to clean my store. Take me time to rebuild. Put everything back towing. The roof takes time, about 3 months, because I give my money to the guy and he went to Switzerland and have an operation. I can't restock myself.

First of all, I have no money to restock myself. Insurance haven't paid me yet. And I don't think -- I think it's first quarter of '96. '97. Sorry to say it's '96. '97. Maybe the first quarter we open up, but

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we're not the only one. We open up along with all the others.
Q. And how about the -- how about your tenants in that same period, '95, when Marilyn hit?
A. My tenant -- my concrete building is concrete there. Nobody lost. That's -- that is the -- whenever hurricane come, I'm the most manmade money because all my tenant, when everybody's open, there's -- there's not enough business on either island for existing stores. When a hurricane come, some of the store will be interrupted. Some will be wiped out. Some will come back. Some will never come back. But my tenant, the best days is when a hurricane occur, 'cause I will not lose a tenant. My concrete is building. My building is concrete. While on roof and everything.
Q. So the best days for your tenants was when the hurricane hit.
A. The what?
Q. Okay.
A. Yeah, because the simple reason, right now -right now, I don't have a hurricane insurance. I don't need it.
Q. Um-hum.
A. Hurricane -- earthquake might take my building out, but not the hurricane. I have concrete. Eight-inch

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roof. My --
Q. So your recollection is -- let me just check.

Your recollection is after Marilyn, that -- that you were -you were open how soon after the hurricane did you start?
A. Maybe 3 or 4 months. No, no, no. Maybe 6 month.
Q. You think you were closed for 6 months?
A. Yeah, maybe -- yeah, closed. Not really closed. It's fix. Preparing myself.
Q. But were you selling to the public? Were you selling groceries?
A. The public, at least 6 months.
Q. You didn't sell any groceries for 6 months?
A. No, I couldn't, because I had no roof. Even if I have money, I can't put my merchandise underneath the roof. There's no roof. And you can see, I pay my deposit to the man. Big, heavy deposit.
Q. Um-hum.
A. And he says I have to place an order. And when he place an order, all of a sudden, the man went to Switzerland and he have an emergency operation.
Q. And your recollection is that all your competitors were up and functioning immediately?
A. I think so, yes.
Q. Okay.
A. I think so.

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MR. HARTMANN: I have no further questions.
A. I think so.

## CROSS-EXAMINATION

## BY MS. PERRELL:

Q. I just want to clarify, Mr. Yusuf.
A. Yes.
Q. You're saying that the roof damage after Hurricane Marilyn was as to the St. Thomas store; is that right?
A. Right.
Q. Okay. Was there any damage to the Plaza Extra East store during Hurricane Marilyn?
A. No.
Q. Okay.
A. No.
Q. All right.
A. I -- I don't recall, no.
Q. Okay. Was there a period of time when the Plaza Extra East store, right after Hurricane Marilyn, had -didn't close operations?
A. No.
Q. Was it operating always?
A. It's always operating, yes.
Q. Okay. But Plaza Extra St. Thomas was not?
A. It was -- the roof was destroyed, really.
Q. Okay. And what kind of roof was the Plaza Extra

FATHI YUSUF -- CROSS

Tutu Park roof?
A. Tarpaulin.
Q. I'm sorry?
A. Tarpaulin. What you call it? Tarpaulin.
Q. No, what was -- what was the --
A. Cloth. Cloth. Like --
Q. What was the material? Was it the metal?
A. No, no metal.
Q. Okay.
A. It was rafters, what they call joist or beams. Above the beams, very, very light galvanize. Above the galvanize, it's -- I don't know. Hypalon. No, not Hypalon. It's -- it's something that rolling. Just like a tent.
Q. Okay.
A. Quality is tent. And I even have an argument with the landlord because I didn't consult with him. I said, Look, you were not there. It's up to -- okay.
Q. All right.
A. Now, this hurricane now, there was complaining about the hurricane. I did not rebuild the same way he give me. The next hurricane, the hurricane did not touch the roof.
Q. Okay.
A. It destroyed Kmart, but it did not destroy the one

I rebuild.

FATHI YUSUF -- CROSS
Q. All right. Was it common to transfer funds between the St. Thomas store -- let's just talk about the grocery stores. Was it common to transfer monies from the grocery store operations in St. Thomas, along with the grocery store operations in St. Croix, to cover for monies --
A. Yeah, well, many often, I ask for money from Wally.
Q. Okay.
A. And he -- he deposited it in my account, 400, 500, 600.

MS. PERRELL: Okay. All right. No more questions.
A. I would like to speak one more word. My son is maybe overlook it.

Sometimes somebody will do a service for the store and the tenant will pay a check to cover that service.
Q. Okay.
A. The store really, it was the plumber work, and the store does not need \$900. But if the store owes you 900 and -- and he tell you, you know, you tell me, write him a check. I write him a check and I write it to Plaza.
Q. Okay.
A. That's it.

MS. PERRELL: All right.

FATHI YUSUF -- REDIRECT

## REDIRECT EXAMINATION

## BY MR. HARTMANN:

Q. I have two more quick questions.

Sir, if you look at this. I'm showing the witness Exhibit 9, third page in.
A. Yes.
Q. Okay. Do you see the two amounts on that list for

15 --
A. What?
Q. On the list, there's one for 15,000 and one for

30,000. Do you see this?
A. Yes.
Q. Okay. Do you know what those were for?
A. I don't know. I was not here.
Q. You weren't there?
A. I was in St. Thomas.
Q. '96?
A. From the time -- sir, from the time St. Thomas opened.
Q. I forgot.
A. Wally kick me out and say, go to St. Thomas. And

I were respecting that.
Q. Okay.
A. I was not troublemaker. But now I know Wally more than himself.

MAHER "MIKE" YUSUF -- DIRECT
Q. Okay.
A. Okay.

MR. HARTMANN: I can take this. Thank you very much. I have no more questions.

MS. PERRELL: I have no more questions, either. Thank you. Appreciate it.

MR. HARTMANN: Now you can sit back over
there again.
MS. PERRELL: We're done for the day, aren't we?

MR. HARTMANN: No.
THE VIDEOGRAPHER: Wait. This is the
continuance of the deposition. The time is 4:38.
(Short recess taken.)
MAHER "MIKE" YUSUF
THE VIDEOGRAPHER: This is the continuation of the deposition of Maher Yusuf. The time is 4:41. DIRECT EXAMINATION

BY MS. PERRELL:
Q. All right. Mike, let me ask you, there's another claim that is being made by United relating to certain ledger balances that United is contending needed to be reimbursed by the partnership. Reimbursed to United.

Are you familiar with that claim that United
is making?

MAHER "MIKE" YUSUF -- DIRECT
A. Yes, that's my handwriting.
(Deposition Exhibit No. 11 was marked for identification.)
Q. Okay. So what I've handed you has been marked as Exhibit 11. Can you identify it?
A. Yes.
Q. What is it?
A. It's a -- what I paid from United. What tenant account for Plaza. I used to write it down on this ledger.
Q. Okay.
A. And I used to keep -- it was in a black book that I used to keep in the safe.
Q. Okay. All right. And this particular sheet is -the Bates Number on it is FY 14955.

Is that your handwriting?
A. No, no.
Q. No, no, no, not the 14955. That's just the number of thing.

Is the handwritten portions of it, --
A. Oh, yes, yes.
Q. -- this document?
A. Yes, it's my handwriting. I said that earlier.
Q. Okay. That's what I was asking.

Okay. So -- and why did you keep this list
or this ledger?
A. Because Plaza owes this back to United.
Q. Okay.
A. I kept it. I used to -- I kept it in the safe because it's things that I did, you know, I was told to do certain things and I -- I wrote the check and took it to wherever and I used to keep a ledger --
Q. Okay.
A. -- of what I paid out of the tenant account.
Q. Okay. And at the top, can you read -- I know the copy of it is not that great.
A. Yeah.
Q. Can you read basically what you understood it to say?
A. What I understand, this is Plaza paid out for -- I mean, United paid out for Plaza.
Q. Okay.
A. When I say, "United," I mean tenant account.
Q. Okay. And when you say Plaza, you mean the partnership?
A. The supermarket.
Q. Okay. And at the time -- at the time when you would say "Plaza, you meant the partnership, correct?
A. Yeah.
Q. Okay. All right. So let me go down these various items.

MAHER "MIKE" YUSUF -- DIRECT

The first one is on May 23rd, 1994. It says, Steve -- well, let me ask you this: Can you read the first item and just state what it is and if you recall what it was for?
A. Yeah. I -- I looked -- I looked at this paper earlier and a lot of stuff came back to me. Steve Nesky was a guy that used to do the chlorination for us and I used to pay him out of the tenant account for the tenant and the supermarket. So I -- I used to break it out and charge, you know, Plaza their portion out of it.
Q. Okay. So is the 400 the portion that should be paid by the Plaza? And I'm going to say Plaza, the --
A. The stores. The store.
Q. The operation?
A. Right.
Q. Okay. All right. And can you please read the next one?
A. That's Prudential. I think that was like Prudential Securities. We used to have, or we had stocks between the -- both families.
Q. Um-hum.
A. And I think if they had margin calls or something that they needed to put money, I guess, I -- I used to do it and take down the check.
Q. Okay.

MAHER "MIKE" YUSUF -- DIRECT
A. Something pertaining to stocks or bonds or whatever that they were involved in.
Q. Okay.
A. You know.
Q. And the amount was how much?
A. 30,000 .
Q. Okay. And it's your understanding that normally that might have come out of the operating account, but instead, for whatever reason, you paid it out of the tenant account, but it should have been for both families, correct?
A. Yeah, I don't know what the reason that $I$ took it out of the tenant account. This is in '94. I'm not sure if I could not -- at the time, I couldn't sign on the operating account for Plaza or not. I wasn't sure.
Q. Okay.
A. Or Plaza didn't have the money, you know, at that time, so it was quicker to do it this way.
Q. Okay.
A. I wasn't -- not certain of the details why it came out.
Q. Okay. All right. The next one is, if you could read the third one down.
A. If I'm not mistaken, this is Core State Properties in St. Thomas.
Q. Um-hum. What was the amount?

MAHER "MIKE" YUSUF -- DIRECT
A. $\$ 40,010$. So looking at this with the $\$ 10$, it looks like I transferred money to Core State for something to do with Plaza.
Q. Okay. And do you know -- this year was what year?
A. It's the same. If you go down -- how I usually used to write stuff down. I would start -- I put the first 5-23-94 and I'll just keep going just the day. I mean, the month and day. And then if it changes to another year, I would start. If you notice, it says 2-17-95, and then all that is 2-17 -- I mean, year '95.
Q. Okay. So this was in 9-23, would be 1994?
A. '94, correct.
Q. Okay. And it's your belief that because it was 40,000, because there was a $\$ 10$ on it, that it must have been some kind of a transfer?
A. Yeah, and it says in St. Thomas. Something. Something Core -- I don't know if it's Core State Properties, but it says in St. Thomas. So it's something. Had to be a transfer, something like that.
Q. All right. Can you read the fourth one down?
A. Refrigerator times two. I think that's -- it should be 500. It's a thousand.
Q. Um-hum.
A. I'm not -- I'm not sure if both families agreed to give it, our refrigerator to whoever. Or the families took

## MAHER "MIKE" YUSUF -- DIRECT

one here and one there. But we had a tenant -- we have a tenant that's Best Furniture, which is Ashley. And if the families or somebody wanted to -- I think in this instant, I don't know if it was -- went to the two families, one for each here, one for each there. And it came out of our tenant, so I deducted it from our tenant's rent. So Plaza
owes the tenant -- not the tenant, but the tenant account
back that money, 'cause I deducted it from the rents for -it was Best Furniture at that time.
Q. So Best Furniture paid less in rent --
A. For that, yeah.
Q. -- for that? And then it should have been paid for by the partnership, so the partnership would owe United the money back?
A. Correct.
Q. Okay. The next one, can you read that? Starts -says bed, but I'll let you read it.
A. Oh, bed and bench. I'm not sure if that's what it is, bed and bench, 350. Same thing. I don't know.
Q. And then the next one is? What is the next one?
A. I think that's property -- property for United.
Q. Um-hum. And then there's --
A. And it says something '90. 1993.
Q. Um-hum.
A. So I'm not sure. It's not clear.
Q. Okay.
A. So I'm not -- I can't pinpoint what this is for.
Q. And the 20,000, --
A. Yeah.
Q. -- do you recall what that is for?
A. No.
Q. All right. And then the next one, 5-5?
A. That's Peter's Farm investment.
Q. Um-hum.
A. Corp.
Q. Um-hum.
A. 60,000. Well, Peter's Farm is owned by the -both families.
Q. Um-hum.
A. So this came out of the tenant account to, I guess, to Peter's Farm Investment Corp.
Q. Okay. And that's something that should have been a joint payment, is that what you --
A. Right. It should come out of the store, but I guess for some reason, $I$ don't know who, told me to pay it out of the tenant account.
Q. Okay. And the next one is 8-31?
A. It's another property. Oh, this is property tax for United.
Q. Um-hum.

MAHER "MIKE" YUSUF -- DIRECT
A. '94. 40,000. I'm not sure. It's not clear.
Q. All right. And then the last one says something 5, a date.
A. Oh, five something '98.
Q. What is that?
A. Bedroom.
Q. What does it mean?
A. Bedroom set. If I'm not mistaken, that's a cousin of ours. Both families.
Q. What is his name?
A. Allaah.
Q. Um-hum.
A. He's my -- he's my first cousin and their first cousin. I guess he got married that year.
Q. Um-hum.
A. And I did ask somebody yesterday if he did, and they said yes. So that was a gift from the -- both families to him.
Q. Like a wedding gift?
A. Right.
Q. Okay.
A. And that came out of the same issue like the refrigerator.
Q. Um-hum.
A. Best Furniture. We got it from Best Furniture for

MAHER "MIKE" YUSUF -- DIRECT
him, and I deducted it from the rent for Best Furniture.
Q. Okay. So it would have been a gift from both families?
A. Correct.
Q. All right. Other than this ledger with these however many, $3,4,5,6,7,8,9$, other than these 9 .
A. Um-hum.
Q. And not talking about the transfer issues that we dealt with earlier, these are the only amounts that you recall came out of the tenant account that somehow should have been reimbursed by the partnership, or you're contending that, correct?
A. Correct, this -- yes. And I know there's more.
Q. Okay.
A. Because I had a black book, and it's the same page just like this. And I know there's more, but it's just to put my hands on it.
Q. This is the only one that you have?
A. It's the only one I have, yes.
Q. Okay. All right. All right. Do you recall whether you had conversations with Wally or any -- well, let me just ask you, any of the Hameds related to this, or do you recall?
A. I -- I took his instructions from Wally. In -- in
'94, I, you know, my dad wasn't there. Most of my

## MAHER "MIKE" YUSUF -- CROSS

instructions were from Wally.

MS. PERRELI: Okay. All right. Okay. I
have no further questions on this.

## CROSS-EXAMINATION

BY MR. HARTMANN :
Q. Okay. So I have a couple.

First of all, two of these things say that they're property tax for the United, right? The one on 2-17-95 and the one on 8-30-96. One says it's the property tax for United for 1993, and I think the other one says it's the property tax for United for 1996, right?
A. No.
Q. No?
A. ' 96.
Q. 20,000 - -
A. The 20,000 -- if I'm not mistaken, it seems like it says property tax for United. And the --
Q. The one, two down from that.
A. And the other one --
Q. Says property tax for United 1990 -- one says '93, one says '96.
A. '94.
Q. Or '94.
A. ' 94.
Q. Okay. I'm sorry, I'm old.

MAHER "MIKE" YUSUF -- CROSS

Okay. So United was paying its property tax for -- $\$ 60,000$ of your claim is United paying its own property tax? I'm just trying to understand what the claims are.
A. Excuse me?
Q. This says it was property tax for United, right?
A. United paid out for Plaza. That's what it says on top.
Q. No, I understand.
A. Oh, here, property tax for United.
Q. Property tax for United?
A. Yes, yes.
Q. Okay. So what did United pay property tax on?

In other words, what -- what land was -- did
United own that it was paying property tax for?
A. The Sion Farm location.
Q. The Sion Farm. The shopping plaza?
A. Yeah.
Q. Okay. And the -- the Prudential Bache one, the second one down there, you said that was an investment, you think?
A. I know we had investment -- at that time, I think it was called -- I think it was Merrill Lynch, but I don't know. I don't know.
Q. Okay.

## MAHER "MIKE" YUSUF -- CROSS

A. I had nothing to do with it. I was just following instructions.
Q. Okay. And when you were following instructions, did someone tell you that -- for instance, let's take the Prudential Bache. Did someone say, Go ahead. Write a check out of the tenant account for Prudential Bache for $\$ 30,000$, but that's for United? I mean, that's for -- that's for the partnership?
A. That's for the families.
Q. Okay.
A. Partnership.
Q. And that was Wally telling you, you think?
A. I -- if anything, it came from Wally.
Q. Uh-huh.
A. To take care of something like this. I don't think it would be my dad, because Wally was the one who --
Q. Okay.
A. -- who was here on the island.
Q. So if this came out of the United -- if these were checks out of the United tenant account, somewhere there's a sheet just like the one we were looking for -- at before which shows, for instance, a check number and an account number, and then the check amount, right?
A. Correct.
Q. Okay. And -- and do you have that, or does your

## MAHER "MIKE" YUSUF -- CROSS

counsel have that?
A. No, I -- I didn't keep it. When I -- when I did this here, I didn't keep that that way. I just whatever --
Q. I see.
A. -- I paid out. I kept a black book. Not just this, but other, you know, other stuff --
Q. Okay.
A. -- that pertains between the two families.
Q. Okay. And -- and you see over on the right side here, there are a bunch of -- of tab stickers? They look like things that were copied when this page was copied?
A. Right.
Q. Do you -- do you know what was underneath this page?
A. No. That's what I'm telling you. That's the black book. I don't know where it is.
Q. Do you know when this copy was made?
A. When it was made?
Q. Yeah.
A. Not sure, no.
Q. Okay. Well, I'm curious, because in your earlier testimony when you were testifying about the --

MS. JAPINGA: Transfers?
Q. (Mr. Hartmann) The transfers, yes, I said, Well, this -- you could have written this yesterday, right? And

MAHER "MIKE" YUSUF -- CROSS
you said, No, no, no, that's like calling me a liar. And you said you can see that's not the case, because down here, because this was in the business, there's this Bates Stamp from the FBI. Because all -- you said all of the documents that were seized from the business had that FBI Bates Stamp on it. All of them.

So I'm kind of wondering, where's the Bates Stamp, if this was a business -- at the business?
A. I don't know.
Q. You said it was in a safe at the business, right?
A. Yes.
Q. Okay. What safe was that?
A. Plaza East.
Q. Plaza East?
A. Plaza East.
Q. Okay. And was it the big safe or the little safe?
A. The big safe.
Q. And -- and who had access to the big safe?
A. Mafi.
Q. Mafi and you?
A. Me until a period until I left.
Q. Okay. And when the FBI raided the place, they emptied the safes, right?
A. Not really. Not really.
Q. They left the --

## MAHER "MIKE" YUSUF -- CROSS

A. They left some stuff in there, yes.
Q. They did?
A. Yes, they did.
Q. So -- so -- so not all the documents -- I'm really shocked.
A. I'm surprised you're shocked.
Q. So all the documents from the store don't have Bates Stamps, is what you're saying? Some of the FBI didn't get some of the documents?
A. I don't believe so. I think some stuff was still in -- in the safe.
Q. Okay. So you keep -- you said to your own lawyer a couple times that you -- this came from your black book?
A. Yeah.
Q. But you can't find your black book?
A. No.
Q. Okay. Where do you think this photocopy from your black book came from?
A. I don't know. I don't know. But I didn't -- I never had tabs in the book when I had -- when I had it.
Q. Yeah, that looks more like the FBI's work, doesn't it?
A. It looks like it, yeah. So I don't know if was cut off. I mean, it's not this short. It's a small, you know, one of those small black book, not a full-size --

## MAHER "MIKE" YUSUF -- CROSS

Q. Okay.
A. -- black book.
Q. Okay. So -- so in this black book, there were other pages, right? Obviously, or it wouldn't be a book, but in -- do you know what was on the other pages?
A. Yeah. I tell you, it has other stuff that -that's --
Q. Back and forth?
A. Back and forth, yes.
Q. Okay.
A. There's other stuff. And there's -- I used to keep record of anything that I did if I need to refer back to it. And if it was not just this, it was even -- our records that I used to keep. This was not, you know, we talked about a black book that the partnership had, well, this was something I used to keep for -- so I don't forget.
Q. Okay.
A. I can go back to.
Q. So -- so there could have been like the next page of this thing. I don't have it, but obviously somebody did, because they put all these tabs on it. So let's say I flipped up this tab and read the heading at the next page, could the next page say -- this one says -- what does it say at the top? Can you just read that out for me where it says A?

MAHER "MIKE" YUSUF -- REDIRECT
A. I think that says United paid out for Plaza.
Q. For Plaza. Okay.

So if I flipped it over, could the next page have said, Plaza paid out for United?
A. Possibly.

MR. HARTMANN: Okay. I have no further questions.

## REDIRECT EXAMINATION

BY MS. PERRELL:
Q. Mike, are you aware as to whether or not there's any documents that the FBI seized that they did not put Bates Stamps on?
A. Yeah. Yes.
Q. Okay. So there are documents that the FBI seized that didn't get a Bates Stamp?
A. They didn't get a Bates Stamp, yes.
Q. And your testimony today was that there was some documents that the FBI could have seized, but they chose not to seize?
A. Right. And they left. They left behind. I mean, there were things on my desk. They didn't seize everything. Still paperwork was still there.

MR. HARTMANN: No, I was just stunned when you said that they left stuff in the safes. I mean, you don't think about that with the FBI.

MS. PERRELL: Okay.

MR. HARTMANN: All right.
Q. (Ms. Perrell) All right. But this is the only copy that you have?
A. This the only copy.
Q. That you have? You don't have any others of this -- of this book or anything else in this?
A. I got -- you know, I'm the -- the book is someplace. It's got to be someplace.
Q. Okay. But this document, is it possible that the FBI took this document and then just didn't put a Bates number on it?
A. No, I believe -- I believe they did, but I'm not -- I'm not -- not a 100-percent sure.
Q. All right.
A. But I -- I -- there's more in that book.
Q. Okay.
A. You know.
Q. All right. But as far as making the claims, this is the only amount that you're making?
A. That's the only amount in this -- from this page, yes, 'cause I remember this. I did this.

MS. PERRELL: Yeah. Okay. I have no further questions. I think we're done.

MR. HARTMANN: Okay.

FATHI YUSUF - DIRECT

THE VIDEOGRAPHER: Okay. This is the continuance of the deposition.

MS. PERRELL: Oh, did you want to speak on this?

MR. FATHI YUSUF: Yeah, you ask. MS. PERRELL: Yeah, okay.

THE VIDEOGRAPHER: This is the continuance of the deposition. The time is 5:02.
(Short recess taken.)

## FATHI YUSUF

THE VIDEOGRAPHER: This is the continuation
of the deposition of Fathi Yusuf, and the time is 5:04.

## DIRECT EXAMINATION

BY MS. PERRELL:
Q. All right. Mr. Yusuf, I just wanted to ask you a couple of questions. You were present for the testimony of Mike Yusuf a minute ago, --
A. Yes.
Q. -- right?
A. Yes.
Q. Are there any of these items that you have any information relating to these particular entries and why those amounts were paid by United and why United is seeking them back from the partnership?
A. Okay. You see whatever here, Peter's Farm or

FATHI YUSUF - DIRECT
whatever is $50 / 50$ partners. $50 / 50$ partner in the -- in the profit of Plaza Extra and 50/50 interest in any company. We have four, five companies.

I heard you asking my question -- somebody asking my question about the taxes. This taxes refer to investment tax. See, wherever the government is, they have two kind of taxes: They have the bare land, unfinished property. Very, very minimum. And after that, they come and appraise your investment. They come up with number and that what the taxes is. That's what you call it improvement tax. So the supermarket really is over acre and a half. Just an example. Acre and half with nothing on it in Sion Farm, maybe about \$250. But when it's a building and it's solid concrete and sidewalk, that jump to \$40-50,000 improvement tax. And I believe these taxes are for improvement tax.
Q. Okay. And so United paid these. And in 19 -for, it looks like, the periods 1993 and 1994; is that right?
A. Please understand, I did not make any payment. The instruction for my son, Listen to Wally. Whatever Wally tell you, he's our partner. He's representing his father. Make sure the man make him feel good.
Q. Okay.
A. It's not --

FATHI YUSUF - DIRECT
Q. Okay.
A. -- my son, anything else.
Q. All right.
A. And he was taking my instruction to listen to Wally and their cousins, and we believe in Wally and father and mother. And unfortunately, everybody do the best he can to hurt us.
Q. Okay. But Mr. Yusuf, let me ask you this: So this is for the United -- I'm asking, do you know whether this property taxes is for the United property taxes at Sion Farm?
A. No. It could be the improvements of the supermarket.
Q. Okay. And why is that amount an amount that should be paid by the partnership?
A. Well, what you mean? If they have no money, we explain already.
Q. No, but --
A. Supermarket was dry with cash.
Q. Was the supermarket operations supposed to be paying that, those amounts?
A. Yes.
Q. Okay. So that was supposed to be paid --
A. But if they don't have no money, he could tell
you -- my son, Go ahead and pay it.

FATHI YUSUF - DIRECT
Q. Okay.
A. And my son being told to listen to Mr. Wally.
Q. Okay. All right.
A. Everybody make mistake, and I did make a mistake.

Now I know Wally very good.
Q. Okay. Do you --
A. Now if he cheat me with $\$ 5$, I'll give him 50,000 for that.
Q. Okay. Let me ask you about the third one. It says Core States Property in St. Thomas.

Do you know what that was about?
A. The what?
Q. It says Core States?
A. Core State is a bank.
Q. It's a bank?
A. Yeah, Core State Bank, I believe is V.I. bank used to be.
Q. Okay. So do you have any recollection as to why there would be a $\$ 45,000$ payment, basically?
A. I have no idea.
Q. Okay.
A. They must have -- maybe it's a stock.
Q. Okay.
A. And it's being paid. I don't know. I was not in

St. Croix.

FATHI YUSUF - DIRECT
Q. Okay.
A. All I know is my son was acting, not as in he's the president of the company.
Q. Right.
A. But if $I$ tell him, be an employee to Wally, he listen to me.
Q. Okay. All right.
A. And that may be a mistake I made. It's okay. I'll correct it later.
Q. Okay.

MR. HARTMANN: Can $I$ ask one question for my own curiosity?

MS. PERRELL: Sure.
Q. (Mr. Hartmann) What kind of business did you guys do at Prudential Bache?
A. Stock. Stock. Prudential known as stock.
Q. So that was a stock trading account?
A. Yeah, yeah.

MR. HARTMANN: Okay. I have no further questions.

MS. PERRELL: Me, neither. Thank you.
A. You're very welcome.

MS. PERRELL: Thank you, everybody.
MR. HARTMANN: Continuation.
THE VIDEOGRAPHER: This is the continuation

FATHI YUSUF - DIRECT

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    of the deposition. The time is 5:09.
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    of the deposition. The time is 5:09.
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at 5:09 p.m.)
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(Whereupon the depositions adjourned at 5:09 p.m.)

## C-E-R-T-I-F-I-C-A-T-E

I, SUSAN C. NISSMAN, a Registered Merit Reporter and Notary Public for the U.S. Virgin Islands, Christiansted, St. Croix, do hereby certify that the above and named witnesses, FATHI YUSUF, MAHER "MIKE" YUSUF, WALEED "WALLY" HAMED, NEJEH YUSUF, MAFEED "MAFI" HAMED, and JOHN GAFFNEY, were first duly sworn to testify the truth; that said witnesses did thereupon testify as is set forth; that the answers of said witnesses to the oral interrogatories propounded by counsel were taken by me in stenotype and thereafter reduced to typewriting under my personal direction and supervision.

I further certify that the facts stated in the caption hereto are true; and that all of the proceedings in the course of the hearing of said deposition are correctly and accurately set forth herein.

I further certify that I am not counsel, attorney or relative of either party, nor financially or otherwise interested in the event of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand as such Registered Merit Reporter on this the 22nd day of February, 2020, at Christiansted, St. Croix, U.S. Virgin Islands.

My Commission Expires:
Susan C. Nissman, RPR-RMR June 28, 2023

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

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WALEED HAMED, as the Executor of )
the Estate of MOHAMMAD HAMED, )
    Plaintiff/Counterclaim Deft.,)
    VS.
FATHI YUSUF and UNITED
CORPORATION,
        Defendants/Counterclaimants,
    VS.
WALEED HAMED, WAHEED HAMED,
MUFEED HAMED, HISHAM HAMED, and )
PLESSEN ENTERPRISES, INC., (
    Counterclaim Defendants.
WALEED HAMED, as Executor of the )
Estate of MOHAMMAD HAMED,
                        Plaintiff, )
    VS.
UNITED CORPORATION, Defendant
WALEED HAMED, as Executor of the
Estate of MOHAMMAD HAMED,
                        Plaintiff, )
    VS.
FATHI YUSUF, Defendant.
FATHI YUSUF, Plaintiff,
    VS
MOHAMMAD A. HAMD TRUST, et al.,
    Defendants.
KAC357 Inc., Plaintiff
    VS.
HAMED/YUSUF PARTNERSHIP,
    Defendant.
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## THE VIDEOTAPED ORAL DEPOSITIONS OF FATHI YUSUF, WALEED "WALLY" HAMED, MAHER "MIKE" YUSUF, MAFEED "MAFI" HAMED, AND YUSUF YUSUF

was taken on the 22nd day of January, 2020, at the Law Offices of DNF, 1131 King Street, Suite 204, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 10:15 a.m. and 3:57 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:
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## $\mathrm{A}-\mathrm{P}-\mathrm{P}-\mathrm{E}-\mathrm{A}-\mathrm{R}-\mathrm{A}-\mathrm{N}-\mathrm{C}-\mathrm{E}-\mathrm{S}$

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By: Charlotte Perrell

Also Present: Michael Gelardi, Videographer Hisham "Shawn" Hamed

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THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and the United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I am the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 22nd, 2020. The deponent is Fathi Yusuf. The time is 10:15.

For the purpose of voice identification, I am requesting that the attorneys present identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HARTMANN: Carl Hartmann, for the Hameds. And Joel Holt will be joining us during the proceeding. He's out of the room for a moment, but I don't want to stop the tape when he comes in and makes his appearance, so I'll mention that he's appearing.

THE VIDEOGRAPHER: Okay. Please swear in the witness.

FATHI YUSUF -- DIRECT

## FATHI YUSUF,

called as a witness, having been first duly sworn, testified on his oath as follows:

## DIRECT EXAMINATION

BY MS. PERRELL:
Q. All right. Good morning, Mr. Yusuf.
A. Good morning.
Q. All right. Today, we want to ask you some questions about the United's claim for water revenue from April of 2004 through, in essence, the present or the time when the -- the -- the parties split, okay?

So was there an arrangement that you had with
Mr. Mohammad Hamed relating to the water revenues at the United Shopping Center?
A. Yes, there is arrangement.
Q. Can you explain what that was?
A. Well, during construction, the final construction, I was bidding for the -- for the water supply. I know that I have a lot of well on the property. I think a total of five wells. I say, Let me ask Mr. Mohammad if he will agree to spend \$4- to \$5,000, maximum -- maximum will be seven. And we should start sell water. And just because we are committed with each for the common 10 years, it is my duty to get his approval. And I say the result, the -- the -the money that comes in from the water, I don't need it, and

FATHI YUSUF -- DIRECT

I'm sure you don't need it, but this is a good way of accumulating some free money to send to your -- to your poor people in your family and my -- some -- every family have some wealthy, medium, and poor. And we give these monies for these guys. And he said, that's a good idea.

So we have a big cistern anyhow. The nature of our construction, we are force to put a big huge cistern. The simple reason why, because the property is way below the street level. And if you want to enter into the driveway, it will be almost impossible for trucks with trailer loaded to come down that sharp level down. I say, Let me build a cistern in there.

So behind the supermarket -- all of you know is Plaza Extra East supermarket. Behind it is cistern. It serve two purposes: It collect the water from the roof, and we raise the land to accommodate the trucks coming into the properties. And sees it's an opportunity to do it. And we did it with the approval of Mr. Mohammad, but my commitment was 10 years only. Ten years from the opening. Ten years after that. I remember that we opened sometime in April, either late April or early May in 1994. That for automatically 10 years later, that commitment on my part, it will be over.

And so we was selling the water. And I, being in St. Thomas all the time, and the money that was

FATHI YUSUF -- DIRECT
there for -- we used to send it back home. We send it every year until we been raided by the FBI . So we have to follow the FBI instruction: No money out -- to be out of the store. So that -- we did not stop selling water, because we have a customer. We have commitment. We have commitment to our customers and the community, and we kept selling water. And the -- whatever we get from the water goes into the business of Plaza Extra East.
Q. Okay. Mr. Yusuf, the 1994 through 2004 time frame, can you tell me what you understood how many -- how many trucks per day were coming into the store to get water? Let's say the first part of it, the 1994, '95, '96?
A. First of all, as I said, I was never at Plaza Extra East location.
Q. Right. Okay.
A. I can tell you the numbers I used to see in the book.
Q. Okay.
A. Wally have wrote it for 2 years.
Q. Okay.
A. One, I think -- I don't remember, 52-something, but I know one time, he sent $\$ 72,000$.
Q. For 1 year?
A. For 1 year.
Q. Okay.

FATHI YUSUF -- DIRECT
A. One year, I think 52, between the 50 and 60 .

That money was going to the -- to his family -- not really his immediate family or my immediate family. I don't have no immediate family back home, but a 60,000 people village is consisting of 16 -- 13 family. And he's part of one of the families and I'm part from a different family, and each -- each, you know, each family may be 4-5,000 to 8,000. Is small and big. And we said, Let's give them some money. Things is bad.
Q. So when you say give the families money, was that a charitable, like a -- like a gift? A charitable donation?
A. Yes, to buy food.
Q. Okay. All right. And both of the families did that with those funds?
A. Yes.
Q. Okay. All right. And who was primarily in charge of coordinating, and all of these funds for the water revenues, from 1994 through the raid, or up to the raid in 2001?
A. Wally is the man in charge of Plaza Extra East.
Q. Okay.
A. I have one or two son maybe was working there.
Q. Um-hum.
A. But it was under the supervision of Wally.
Q. Okay. And do you know what the systems were to

FATHI YUSUF -- DIRECT
track, or if there were systems to track the water, how much was being collected in water revenue?
A. Now, my feeling is they must have a system. What kind of system Wally carry, I honestly don't know.
Q. Okay. All right. And with regard to the papers that you saw, that's the only evidence that you've seen?
A. That's the only evidence I seen. And, you know, every 10 days, I used to come to St. Croix, because I was only by myself in St. Thomas, but my wife and my children, they are in St. Croix. I used to come four days every 10 days.
Q. Um-hum.
A. But not too much to be involved in the business. It's just I want to rest and take the pressure off my head. Relax. I'm obligated to my children to be with them once in a while, and my wife. But I was not coming really to do some duties --
Q. Okay.
A. -- in St. Croix.
Q. Did Wally ever tell you that the water revenue dropped off after a certain period of time, between 1994 and 2001?
A. No.
Q. Okay. Did Wally ever tell you that the water revenue dropped off -- I know that you couldn't do the

FATHI YUSUF -- DIRECT
family thing after 2001, but did he ever say that the water revenue dropped off after 2001, even?
A. No.
Q. Okay.
A. Because you see, I want to point out that the water revenue to us, it was a drop in the bucket.
Q. Okay.
A. We have revenue of over $\$ 30$ million annually.
Q. Um-hum.
A. Thirty-five, maybe 4 -- I don't know if we hit 40 or not. And we was collecting between 50- and 75,000 a year. You could imagine it's the -- the different numbers.
Q. Right.
A. So you aren't going to worry about that, a 60$\$ 70,000$ revenue and forget about --
Q. The big one?
A. The big ones.
Q. Right.
A. It's a drop in a bucket, honestly.
Q. Okay. So what was the arrangement to be after 2004?

I know that after 2000 and -- you said that the arrangement was a 10-year arrangement that the monies would be split to give -- to be able to give to charity or do whatever you want, each family.

FATHI YUSUF -- DIRECT

After the 10 years, after April of 2004 , what was the arrangement supposed to be at that point?
A. I supposed to take over my building.
Q. Okay.
A. After 2004 .
Q. Okay.
A. Or negotiate a new kind of deal.
Q. Okay.
A. Whether rent, it become the -- my property with no commitment in my part to any partners.
Q. Okay. And so in 2004, or before 2004 , you know, right before that 10 -year time frame ended, did you have a discussion with Mr. Hamed or Wally about what to do next after 2004?
A. Yeah. Well, I have think about it, what to do, what should I -- what -- how much -- what kind of rent to ask for that building. I know my commitment was free right for them, but I'm obligated to my family. I respect my -Wally's children and wife and himself, but my children come first. I have to really think. I just can't keep going with three. My -- my commitment is over. I fulfill it 100 percent.

Then about a year or 2 years later, before this -- before. I'm sorry, not later, before, 2004 , maybe 2002, maybe 2003, I approach Wally. And I says, Look,

FATHI YUSUF -- DIRECT

Wally, my commitment will be finished in May or something, 2004, and we have to come to an understanding what collect should I be getting. He say, What you have in mind? I say, Look, I want to be reasonable with you. I can't charge you per square footage, because if $I$ charge you per square footage, I will not be fair. Because the St. Thomas store is 30,000 -- 50,000 square foot, and this store is above 60, it's 69,000 square foot. But if you really look at it, it's -- it does not produce as much revenue as St. Thomas.

He say, What do you want? I said, I prefer to be fair for you and fair for me, is to charge you rent based on sale. Whatever it costs us in St. Thomas, we'll just simply apply it to St. Croix. We both accept St. Thomas bills, why we can't accept St. Thomas bills (sic)? I'm not going to go by size, because if I go by size, I'll be charging him a lot more for less revenue.

And --
Q. But how --
A. He says, That's fine. Yes.
Q. How does that -- that -- that issue relating to the rent, how does that apply or relate to the water revenue?
A. Okay. The water revenue after 2004 is absolutely out of the question. Then when 2004 came in and I send him a bill, I show him how much it costs us, every expense in

FATHI YUSUF -- DIRECT

St. Thomas; base rent, percentage rent, insurance. Maybe not -- maybe the insurance, no, because that's the insurance always. It -- everything go individual. Maintenance and consumption of water.

He says, Are you going to charge me water? I says, Yes. The agreement, whatever costs us in -- in St. Thomas, we want to apply it to St. Croix to be fair. Then he didn't even answer me back. And I bill him. I think he have the record up to now. Water was included. It's not -- it's a -- it's a matching, but water was costing us about $\$ 40,000$ annually in the $S t$. Thomas store. So most likely, he bid $\$ 40,000$ for water annually for Plaza Extra East.
Q. So let me just stop you right here.

So what you're saying is when you tagged the rent that was to be paid by Plaza Extra East from 2004 through, I think you guys did a 10-year -- another 10-year --
A. No.
Q. Okay.
A. 1994 to 2004 --
Q. I know, but I'm talking --
A. -- is my commitment.
Q. I understand, but at 2004, the deal changed?
A. Right.

FATHI YUSUF -- DIRECT
Q. Right, that's what I'm talking about.
A. Exactly.
Q. So in 2004 when the deal changed and you -- you connected or linked --
A. Yes.
Q. -- the rent for Plaza Extra East to, in essence, what was happening in St. Thomas just to provide a base or a means to calculate it, right?
A. The calculation is we have bill from Tutu Park Mall.
Q. I understand.

What I'm saying is when that happened, when it went from the prior arrangement to the new arrangement.
A. As of the first day after 2004 commitment.
Q. I understand.

So from that point, what I'm asking you is,
is water was being charged to the partnership for consumption --
A. Yes.
Q. -- based the consumption that was used at --
A. In St. Thomas.
Q. -- in St. Thomas?
A. Yes.
Q. Okay. So your -- Wally was aware that water was no longer free, in essence, to Plaza Extra East?

FATHI YUSUF -- DIRECT
A. Yes, he knew.
Q. Because of this rent?
A. The bill can prove it. It's evidence.
Q. Okay. Now, that's the charge for consumption and it's just a number that ties to what was done in St. Thomas, right?
A. Right.
Q. It's not the actual consumption, because it was just a way --
A. It's way it's matching --
Q. Right.
A. -- St. Thomas bill.
Q. Right. But it put Wally on notice that water is no longer free?
A. He knows that. Whatever penny.
Q. Okay.
A. Whatever it costing me, you know.
Q. I understand.
A. Look in the dictionary, say what is the -- what is the whatsoever. Whatever it cost in expenses to operate --
Q. Right.
A. -- in St. Thomas, he -- the St. Thomas --

St. Croix store obligated to match --
Q. Right.
A. -- for that location, without looking at the size.

FATHI YUSUF -- DIRECT
Q. Okay. So that -- that deals with the expense of the water consumption.
A. Yes.
Q. Now, my question for you is --
A. Yes.
Q. -- I'm trying to get to the next part.
A. Sure.
Q. The next part is, how was there -- what was the discussion, or was there a discussion, or what was the arrangement for the water revenue, not the consumption, which I understand you put them on notice, there's no -it's not free anymore.
A. Yes.
Q. What was the arrangement for the revenue for the water sales after 2004?
A. The -- the -- I didn't understand what you mean.
Q. So after 2000 --
A. You mean the revenue outside?
Q. The revenue that was coming from the sale of water, what was the arrangement with Wally --
A. Um-hum.
Q. -- for how that would be -- how that would go? How it would go to United? How -- how would you deal with the revenue?
A. Naturally, it have to go to United.

FATHI YUSUF -- DIRECT
Q. Okay. Did you discuss -- tell me how that conversation went.
A. No, we did not discuss. I thought everything he write it down.
Q. Okay.
A. And when we sit down and do our balance, he knew that money get into Plaza and is not Plaza money, it's my own money.
Q. Okay.
(Whereupon Attorney Holt enters room.)
Did you discuss with him how that money was going to be put into the United accounts?
A. No, I did not discussed it, --
Q. Okay.
A. -- honestly.
Q. And at the time that these conversations were happening, was it during the period that the FBI was monitoring you, because this was in 2003 and '4?
A. Yeah, yeah.
Q. All right.
A. Well, we couldn't make any changes --
Q. Okay.
A. -- because of the FBI.
Q. Okay. All right.
A. But we have -- we have a -- a running balance,

FATHI YUSUF -- DIRECT
what they consume, what I consume. How much rent he owes. Whatever my duty is and his duty is. Whenever they -- we want to consolidate our -- everybody have his right, we'll go through what you owe me and what I owe you.
Q. Okay.
A. Now, the store was collecting the water, I'm expecting to that water, above any other expense.
Q. Okay. All right.
A. He know the water was not free. If he was knew that the water is free, why my commitment only to 2004?
Q. Right.
A. After 2004, I have the right to do whatever I want with my water. It was never given to the partnership.
Q. Okay.
A. It was I did enough for the partnership.
Q. All right. So -- just a minute.
(Respite.)
MR. HARTMANN: Just for the record, during
the last question, Joel Holt entered the room. We entered his appearance on the record earlier, but he's now physically in attendance.
Q. (Ms. Perrell) All right. So Mr. Yusuf, you're making a claim for the water revenue from 2004, April of 2004, forward, correct?
A. Yes.

FATHI YUSUF -- DIRECT
Q. All right. Did you do a -- how did you determine, or how do you calculate the amount of the water revenue for that time?
A. I was looking to -- I looking for something. I looking through records and I came across this. I says, This water was Wally handwriting. It was in the book twice. For 1 year, it was -- I honestly don't remember. It was 52 or 54. I know it's more than 50, and less than 60. But the second numbers was absolutely 72. I remember it like in front of my own eyes.
Q. Okay.
A. So what I did, how much month I'm looking for, and I -- I calculate how many month. I divide it -- I add in these two numbers together. I divide it in -- on 24 months, or if $I$ divide it -- if I divide it, come total and divide in two and then it will be for 12 month. And then I multiply that for how many months that Plaza Extra should come up with that water money.
Q. Okay.

MR. HARTMANN: Just not to interrupt, I'm just going to make a continuing objection on hearsay, foundation, and best evidence.
Q. (Ms. Perrell) Okay. All right. Mr. Yusuf, this document that you said you -- you looked at, can you describe where you found this document?

FATHI YUSUF -- DIRECT
A. I -- I don't know. I believe it was in one of the books.
Q. Okay. At the Plaza Extra East store?
A. At the Plaza Extra East store, yes.
Q. Okay. And do you recall whether you provided that document to the attorneys?
A. Yes.
Q. Okay. Do you recall when you would have done that?
A. When there's a case between us and Hamed family.
Q. Okay. During the pendency of this lawsuit?
A. Yes.
Q. Okay. All right. And you -- was there anything else written on this -- was it a ledger book or --
A. It was a ledger book, but it was -- water money was on two separate pages and nothing else but one number says, Water revenue, amount.
Q. Okay.
A. That's one page. Second page --
Q. Um-hum.
A. Maybe 4-5 page, because as he need it, he write notes. The following year, he come up with the clear page and he wrote again that -- that amount was 72,000 . His handwriting, not my handwriting.
Q. Okay. All right.

FATHI YUSUF -- DIRECT

MR. HARTMANN: Excuse me, whose handwriting?
A. Wally handwriting, not my handwriting. Wally is the man, the final man work in the store.

MR. HARTMANN: I'm sorry, I just couldn't hear you. I'm sorry.
Q. (Ms. Perrell) Okay. Based on those two numbers for those 2 years, you made the calculation?
A. Yes.
Q. Okay. And have you done that calculation in this lawsuit and provided answers to the opposing side?
A. Yes, I think so.
Q. Okay. Let me hand you what we'll mark as -- I'm just going to go out of order for a minute. It will be 13.
(Deposition Exhibit No. 13 was marked for identification.)
(Respite.)
Hold on a second. I think some of these got clipped together.

Carl, I was going to hand him -- and I don't know where my third copy is.

MR. HARTMANN: That's okay.
MS. PERRELL: The discovery responses, the original discovery responses from May 15th.

MR. HARTMANN: Okay. We don't need a copy.
MS. PERRELL: I'm just telling you what it

## Susan C. Nissman, RPR-RMR

(340) 773-8161

FATHI YUSUF -- DIRECT
is.
MR. HARTMANN: No problem.
Q. (Ms. Perrell) Okay. So Mr. Yusuf, I'm handing you what's been marked as Exhibit 13. And I'll represent to you that these were discovery responses that had been submitted in this case previously.
A. Um-hum.
Q. And there's some calculations here. And just want you to just take a quick minute to read, and just, if you have any changes to it, or if that number is -- is correct, if you can please confirm.
A. I'm sure I went more than once through the calculation and $I$ find it, it's final.
Q. Okay. So these -- these numbers are correct?
A. Yes, it is.
Q. Okay. All right. And the calculation you prepared there is the calculation you were just describing a moment ago?
A. Based on these two item.
Q. Okay. All right. Do you have -- I know I asked you this a minute ago --
A. Keep asking me. No problem.
Q. -- so I apologize. Apologize if I do it again.
A. No problem.
Q. Was there any point in time where you understood,

FATHI YUSUF -- DIRECT
or heard, or just generally knew that the water that was sold, the -- the amount of water that was sold, dropped or diminished?
A. No. Before we split, I was never told, or $I$ never noticed anything drop. When I say I never noticed, because nobody ever tell me.
Q. Okay.
A. I really don't go and look how much we sell water.
Q. Okay.
A. This is minor for me and them.
Q. Okay. All right. One of the statements that the Hameds have stated in this case is that they believe that in 2000, around 2000, the water consumption dropped a lot because they state that there were competitors such as Marco's and others.

Do you have any information about the -whether the water dropped off or not in the 2000s?
A. I was never told of any water drop off.
Q. Okay.
A. And the water is something beyond anybody control. Three month ago, if $I$ have 10 million -- 10 million gallon of water, $I$ would sell it.
Q. Um-hum.
A. They have WAPA, they couldn't deliver water to the -- to the customers, and everybody turn to his well,

FATHI YUSUF -- DIRECT
whatever, until everybody well end up dry, and then they come to us, and we can't keep up with it. We just simply can't keep up with it.
Q. Okay.
A. And we have five well running, and we have a 500,000 gallon cistern, and we can't keep up with it. And -- and this is just about 3 or 4 months ago, not 3 or 4 years ago.

But we was -- we known, you could see from the main road, there's a commercial water for sale for trucks, 'cause you could see the -- the setup, and everybody knows we have water to sell.

Now, by the way, for the past month or 2 month, I find it difficult to accept any trucks, because I have too much machinery on the cistern, on the roadway. I have backhoes. I have two, three trucks of ours. And, you know, we have construction in Barren -- Barren Spot, and we just don't want that water business no more.
Q. All right. Mr. Yusuf, one of the things that -one of the issues that the Hamed family has raised during the course of this case is that various agreements are not in writing.

Isn't it true, Mr. Yusuf, that the -- the entire partnership arrangement that you had was not in writing with Mr. Hamed?

FATHI YUSUF -- CROSS
A. Nothing in writing whatsoever.
Q. Okay. All right.
A. Everything is visibly -- verbally. They have leased as much as they can. I don't care. But any time I find thiefing, I will shut that door the same day. I can't work with a thief.
Q. All right.
A. I just can't turn my back --
Q. All right.
A. -- and leave myself exposed. Enough is enough. And, therefore, I decide to split. I understand the judge says you's a partner. I don't need this partnership.

MS. PERRELL: All right. All right. All
right, Mr. Yusuf. I don't think I have any further questions. You confirmed this number. We've talked about everything else. I may come back and ask you a couple more questions.
A. Sure. No problem.

MS. PERRELL: But Mr. Hartmann, go ahead.
(Deposition Exhibit No. 12 was marked for identification.)

## CROSS-EXAMINATION

BY MR. HARTMANN:
Q. Thank you.

Mr. Yusuf, if you'll look at the exhibit

FATHI YUSUF -- CROSS
that's marked Exhibit --
MS. JAPINGA: 12.
Q. (Mr. Hartmann) -- 12, that's a listing of the months and years that your claim states. And if you'll notice that the light pink color ends at 9-17-2006, which was the bar date that Judge Brady imposed. And then the rest of the chart, the darker pink runs from that date going into the time when the stores were actually split up.

> Do you see that chart?
A. Yeah, I see it.
Q. Okay. Now, during -- during that time, any of the colored time, you said earlier in response to Attorney Perrell's question, we were selling the water. And I just want to be clear about something.

If $I$ drove a truck into -- to the facility, right?
A. Yeah.
Q. Into the east facility, at any time on this chart.
A. Yes.
Q. And I was a truck driver.
A. Um-hum.
Q. Okay. I had to pay somebody, right?
A. Yes.
Q. When I drove. You weren't there, so you don't know really how the process worked, right?

FATHI YUSUF -- CROSS
A. I know -- I was not there, but I know how it works.
Q. Okay. So then the truck driver drove in. And -and now the truck driver has to pay.

How does the truck driver pay? Who does the truck driver pay?
A. I understand the truck driver will go to the cashier and pay. The -- the one that you see in very, very -- not -- not rapidly -- not daily. He comes once a week. Once every 2 weeks. He only have one truck. But there's customers own 3-4, up to -- maybe some of them up to 10 trucks. These people, it was easier for them -- none of them -- none -- the owner cannot drive the truck, he has drivers, so it's preferred to pay by checks, not by cash and not keep receipt.

Wally permit them to take -- some of them pay
money in advance and bill against it. Or some -- some of these people will -- we will give them a credit and they come and pay. Both ways.
Q. Okay. Okay. So let's talk about both ways.

So before we talk about the checks, we'll put
that over here for a second. We'll just talk about the truck, individual truck driver who drives up.
A. Um-hum.
Q. The individual truck driver drives up. He says, I

FATHI YUSUF -- CROSS
want a truckload of water. He goes into the store.
A. Um-hum.
Q. He gives a cashier, the Plaza Extra store cashier, the money.
A. Okay.
Q. Okay. And the store cashier gives him a receipt?
A. Yes.
Q. Okay. Now, the other way you just described is, he might make a special deal with Wally where he wants to pay by check.
A. Um-hum.
Q. And if I understand what you said, he can pay by check two different ways.
A. Yes.
Q. He can send a check to Plaza Extra supermarkets that says, I'm paying a month in advance. And then he would bring his trucks in and take the water out.
A. Yes.
Q. Or he could pay -- he could take some water out and then pay at the end of the month?
A. Yes.
Q. Okay. And the person that he would talk to about that was Wally, right?
A. Wally is the one who set up this.
Q. Right. Okay.

FATHI YUSUF -- CROSS

And -- and -- and the person who took the money in, if it was in the store, was the Plaza Extra cashier, right?
A. Yes.
Q. Okay.
A. I would assume so, yes.
Q. And -- and who -- do you -- I don't know if you know this. If you don't, just say, I don't know. Who would actually pump the water into the truck?
A. You got it. I don't know.
Q. Okay. I'll ask somebody else then.

And who -- if -- if the person had to be billed for water, who would do the billing?
A. Someone in the office.
Q. Okay. Somebody in the Plaza Extra supermarket office?
A. Yeah.
Q. Okay. And did they -- did they ever get a bill from the -- the tenant account? Did they ever pay a check into the tenant account?
A. A tenant -- which you mean, tenant account?
Q. The United account. The separate United account.
A. I don't charge for water. None of my tenant pays water.
Q. Okay.

FATHI YUSUF -- CROSS
A. And they get it directly. No transportation. It does not even go into that cistern.
Q. Okay. So there are two different systems?
A. Yeah. All my tenant for the past 40 years never pay for water.
Q. Okay. And who -- between you and Yusuf Yusuf, who would be the person who could tell me a little bit something about the system itself, like how the system was built and -- and things like that? Would that be you or would that be Yusuf Yusuf?
A. When you say "system," what kind of system you talking about?
Q. Well, when you rebuilt the store, you built a separate water system that fed into the cistern that you use to sell the water to the trucks, right?
A. I told you the purpose of putting up that cistern; it's to level off the entrance of --
Q. I understand that.
A. -- of the premises.
Q. No, I understand that.
A. And then we used it -- the only different is I get commitment for -- when $I$ have to spend about \$4- to \$10-12,000 for big jumbo pump and piping to the cistern into the truck preparation. That's is the only -- when I came up with that idea, and I using the partnership money, I have to

FATHI YUSUF -- CROSS
be fair enough, and I'm not that greedy. I let him feel good, my partner.
Q. Okay.
A. I don't mind. I'm giving it to my tenant for the past 40 years free. I could give it to my partner for as long he's in the store.
Q. That's not what I'm asking. What I'm asking is, is a slightly different question. Can I ask you questions --
A. You ask me any question you wish.
Q. Okay. I'll ask you the questions.

When -- when you built the new system with the cistern, when you came up with that idea, right, to do that?
A. Yes.
Q. Did you do that when you were rebuilding the store?
A. You see, the system, you could say, it split into two. The availability of the water, the water is available from the beginning of the building in -- in the '80s. I have 4-5 well on that property. And I have, I think, three big cistern on the property. And one of the cistern was designed it to the store, inside the store.

This one now, I -- as I tell you, I don't
need no cistern, honestly. I just needed a cistern to level

FATHI YUSUF -- CROSS
off the driveway. And I founded an opportunity. And I have -- excuse me -- I have the water. I have the roof. And I'm forced to put in this, because if $I$ put fill, it's useless. You know, when you go fill, about 10-12 feet, I don't care how much you compact it, it's going to sink.
Q. I understand that.
A. So that's why I came up with the idea a cistern. Take out all the fill and bring the cistern and collect the water. And then all that is just to provide convenience for the truck to come.

The only thing when the piping came up, this -- this a new idea came up in my mind not to waste the opportunity.
Q. Let me ask the question a different way.
A. I check with my partner, if it's okay. He say, Okay. Go ahead.
Q. Let me ask the question a different way. Where's the cistern, the one we're talking about, the one that you elevated, you know, that allowed the trucks to get access? Is that on the old property or on the new property?
A. Which old property?
Q. Well, you bought an extra acre.
A. Yeah.
Q. Okay.

FATHI YUSUF -- CROSS
A. It's a new property.
Q. It's on the new property?
A. Yes.
Q. So -- so that cistern wasn't there before you got the new property?
A. No.
Q. Okay. And how did you get the new property?
A. I get the new property when we was running the new supermarket -- the old supermarket. Unfortunately, we have fire started at our store, and naturally we have insurance. And we finally collected our insurance. And at that time, unfortunately, we was heavily penalized because we was underinsured. So we -- we, as a family, his wife and my wife are sisters. They always in my house, at their -- in their house, you know. I says -- and we could -- we would like to continue together. I says, Look, the old store now maybe is good, but not for the future. That's my language to Wally. I tell him, this store, 33,000 square foot is -is an excellent for what's going on now, but soon, in the future, this type of store is not going to survive. And we have that fire. I asked Wally -- let's put it Wally, because 99.9 of my discussion is with Wally. His father, I don't bother to talk to him. Just hello, how are you, and that's it. And --
Q. Can -- can I ask you one other question?

FATHI YUSUF -- CROSS
A. No, no, no, no, let me finish your question, please.
Q. Okay.
A. I told Wally, Since we're going in, the best thing is to go expand and we have no more property to expand. I say, Let's see if we can buy at least an acre from the neighbor. I'm willing to put in 100,000 of my own money, the rental money, and if -- if the partnership bought the additional one fifty, $I$ will give the store 10 years at \$3, at the same old price. \$3 a square foot. And he says, It's okay. I'll go for it. I did not want to buy the land. Wally's the one negotiate it. Wally is the one bought it, United Corporation. Wally knows that he can get -- being compensated. Look, there is no space in St. Croix since the '40s. Not since the $\quad 80$ s at $\$ 3$ a square foot. Wait a minute, $I$ commit myself for additional 10 years, because, you know, really, really my -- my commitment, really, because it's -- I have five sons with me and five daughter. Three with me and two with them. So it wasn't really a big deal to give Mohammad Hamed free ride and his children, because I figure out, it's my daughter enjoying it. That was the -- that's the whole thing all about. Otherwise, I will treat Mohammad Hamed just like I treat any other Arab.
Q. Okay. Now --
A. But $I$ was treating him as a family.

FATHI YUSUF -- CROSS
Q. But to go back to the water for a second.
A. Yeah, go ahead.
Q. When you put the cistern in.

So you put the cistern in, using the
insurance money, and also did you take out some loans?
A. Excuse me, sir. The insurance money is the landlord money.
Q. Okay. But also did you take out some loans?
A. I -- maybe. I'm not sure.
Q. After the store burned down?
A. I'm not sure. Maybe I took a loan, maybe I didn't.
Q. Okay.
A. But -- please, I would like to make this clear: If $I$ ever take a loan after we became partner, I have never invest a penny outside of the business. If I get a loan, I get it for the business, because before we become a partner, I have the shopping center free and clear. It does not owe a penny. I have a house on top of the hill, 12,500 square foot. No lien whatsoever. So, if any loan ever option is being to the interest of Plaza Extra.
Q. And Plaza Extra would have paid back that loan?
A. Yes.
Q. Okay. That's what $I$ was trying to get to.

Okay. So now you said that -- that the way

FATHI YUSUF -- CROSS
you figured out the -- the water amount, you saw a document that had Wally's handwriting on it. And it had 2 years:

One year you said was between 50 and 55, you're not --
A. Fifty and sixty.
Q. Oh, 50 and 60.
A. Yes.
Q. And the next year was 72?
A. Absolutely 72.
Q. Okay. So there was a big difference between those

2 years, right?
A. Yeah, I could say that.
Q. Okay. But -- but to get the number that you used, you averaged the two years?
A. I add both of them to come up with an average.
Q. Okay. But for the next 10 years, it could have run at 50, you don't know?
A. It could have run at a hundred twenty-five.
Q. It could have run at two fifty?
A. Well, let's say --
Q. Okay.
A. Let's be realistic.
Q. Okay. All right. And then finally, you said Wally never told you that the amount of -- of water was -was -- was higher or lower at any other year.

Did -- during all of the years that are on

FATHI YUSUF -- CROSS

Chart 12, was all the money for this, for water sales to truck drivers, was all that money always being booked in to the -- to the Plaza Extra supermarket accounts?
A. Yeah.
Q. In other words, so Wally would have been seeing all it --
A. Yes.
Q. -- because it was all coming into the Plaza Extra?
A. Yes.
Q. Okay. And -- and with it coming into the Plaza Extra for all those years, was there ever a time when -when the tenant account said, you owe me a bunch of money, because this is really not your money, this is my money?
A. Who's the tenant?
Q. United?
A. Oh, no, no, it's commitment.
Q. Okay.
A. My commitment. I tell you already, my commitment in giving them the 10 years.
Q. Okay.
A. And after -- 1 year before the 10 years or 18 months before, I come up. I say, I can't -- I want to continue working with these people, but I can no way let him stay getting a free ride.
Q. Okay.

FATHI YUSUF -- CROSS
A. I have responsibility toward the rest of my daughters and sons, and I can't give everything to my two daughters, in which one of them being divorced already.
Q. Okay. Now, my last question is, your counsel showed you Exhibit 13, I believe.

MS. PERRELL: Yes.
MR. HARTMANN: No, I want the one with the calculation. Is that 13?

MS. PERRELL: Yeah, there's a calculation.
Q. (Mr. Hartmann) Thirteen. Look at the calculation on -- that you said that you used.
A. Whatever this is, is final.

MR. HARTMANN: Look at the column pile of numbers that he added up. You didn't show him a column of numbers?

MS. PERRELL: I did not show him a column of -- okay. Here is the one from May of '18. There was a supplement.

MR. HARTMANN: You showed him a set of numbers and you said, is this still correct.

MS. JAPINGA: No.
MS. PERRELL: No, no, I didn't. No column of numbers.

MR. HARTMANN: Okay.
MS. PERRELL: What I showed him was this, the

FATHI YUSUF -- CROSS
answer.

MR. HARTMANN: Okay.
MS. PERRELL: Which is here.
MR. HARTMANN: Oh, okay.
MS. PERRELL: There's some numbers --

MR. HARTMANN: The text. Okay.
MS. PERRELL: -- down at the bottom here.

The text.
MR. HARTMANN: All right. I don't have a copy of it, so I --

MS. PERRELL: Sorry. Yes.
Q. (Mr. Hartmann) So you see that column of numbers that's -- how you told your counsel how you calculated it?

In other words, you took the sales. You created an average number, and then you multiplied it by this number of years, right?
A. Right.
Q. Okay. Where, in that calculation, is -- is the cost to deliver the water?

In other words, where's the -- that's the gross sales. That's just money coming in. Okay. Where -where's the amount that comes out of that, for instance, for the -- you testified the cashiers took in the money and who -- who took care of the cisterns?
A. We take care of the cistern.

FATHI YUSUF -- CROSS
Q. "We," who? The partnership?
A. What care of the cistern? Cistern doesn't need care.
Q. You didn't -- they were never inspected by the government? You never cleaned them out?
A. No, we cleaned them out once maybe after -- after the hurricane, we cleaned them out.
Q. Who did that?
A. We did it.
Q. "We," who?
A. We did it. We -- we have partner.
Q. The partnership?
A. I say we don't have partner. We clean it after these people leave.
Q. No, I'm sorry.

During the period here --
A. I don't recall.
Q. Okay. So who -- who paid the -- who paid the cashiers to take in the money?
A. Who paid?
Q. Yes.
A. The supermarket.
Q. Okay. And who paid the accountants to send out the bills?
A. Which accountant?

FATHI YUSUF -- CROSS
Q. You said that -- you said that sometimes they had to send out bills to people.
A. Oh, oh, you want to charge me for the cashier and the accountant.
Q. I just want --
A. Take out 5 percent.
Q. I just want to know who did it.
A. He did it.
Q. Wally did it?
A. Yeah, or his staff.
Q. And who's --
A. You want -- you want 10 percent off? Take 10 percent off. I'm not greedy. But my money has to be paid.
Q. Okay. And who -- and who supervised the operation?
A. He. I trust him. I made a big mistake by trusting the wrong man.
Q. Okay. "He," being Wally?
A. Um-hum.
Q. Okay. And when you say you made a big mistake by trusting him, you mean with regard to the water?
A. With everything.
Q. But how about the water?
A. Well, less -- I already told you, sir. I respect

FATHI YUSUF -- CROSS
you and I will continue respect you.
The water is a drop in the bucket. If I was
trusting him with a lot of thing, what is the water?
Q. The water is a drop in the bucket.
A. It is.
Q. Okay.
A. Compared to our sale. You selling half a million dollar water a year? Or two million?
Q. Did you make any mistakes with regard to Wally with regard to the water?
A. I don't make no mistake. I simply don't make no mistake, because I always double and triple check before I even give my numbers.
Q. Okay. So when you said that no one told you about what was going on for -- for 15 years, you were double and triple checking all those numbers?
A. Which 15 years?
Q. You start -- this chart starts in 2004. I'm sorry, '4 to 2015, so there's 11 years where you said no one ever told you what was going on with water sales.
A. Nobody ever told me what was going on with anything.
Q. Okay.
A. I told you, it was a drop in the bucket, and our sale is above 30 million in that location.

FATHI YUSUF -- CROSS
Q. Okay.
A. And the last year we quit, our sale exceed \$120 million in three stores.
Q. And this was a drop in the bucket?
A. It is.

MR. HARTMANN: Okay. I have no further questions.

MS. PERRELL: I don't think I have any further questions for Mr. Yusuf, either. I think we're good.

MR. HARTMANN: Thank you. Continuation, please.

THE VIDEOGRAPHER: Okay. This is a continuation of the deposition. The time is 11:10. (Short recess taken.)

THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I am the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 22nd, 2020. The deponent is Waleed Hamed. The time is 11:13.

For the purpose of voice identification, I am requesting that the attorneys present identify themselves at

[^3](340) 773-8161

WALEED "WALLY" HAMED -- DIRECT
this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HOLT: Joel Holt, on behalf of the Hameds.

MR. HARTMANN: Carl Hartmann, on behalf of the Hameds.

THE VIDEOGRAPHER: Please swear in the
witness.

MR. HARTMANN: He's already sworn. This is a continuation.

THE VIDEOGRAPHER: This is a continuation. WALEED "WALLY" HAMED DIRECT EXAMINATION

BY MS. PERRELL:
Q. All right. Good morning.
A. Morning.
Q. I wanted to ask you a couple questions related to the water sales at the Plaza Extra East store from, in essence, the entire time that you were there, all right? I'll break it down into years, but that's what I'd like to ask you questions about.

You've heard Mr. Yusuf testify a few minutes ago. Would you agree that, in fact, there was an agreement to -- for some period of time, for the water revenues to be

WALEED "WALLY" HAMED -- DIRECT
split between the two families to be able to give, in essence, to charity or to -- as gifts to other family members?
A. No, there was no agreement for that period.
Q. Okay. Was there an agreement to do that at all? To give the revenues to family members? Half to -- or to provide charitable donations to half of the family and the other half of the family?
A. There was an agreement to go ahead and give the proceeds or the funds to charitable organiz -- no, family.
Q. Okay. But the idea was it was gifts?
A. Yes.
Q. Okay. Not loans? Not investments? Gifts. Do you need some water?
A. I have some, thanks.
Q. So were you present during the conversations between Mr. Yusuf and Mohammad Hamed when the decisions were made to begin to sell water after the fire?
A. I might have been, yes.
Q. Okay. Do you recall having -- being present for any of those conversations?
A. I don't recall. It's been such a long time, but I know I was there. I was around, yes.
Q. Okay. Do you -- okay. Well, you either recall or you don't.

## WALEED "WALLY" HAMED -- DIRECT

Do you recall, during a meeting with
Mr. Yusuf and Mr. Hamed, where they discussed that that
would be an arrangement for 10 years to do -- to do water sales; and in order to do it, there would be -- to give to charitable family members or charitable donations, is just what I'm going to call it, for 10 years?
A. There was an agreement to go ahead and give the proceeds for charitable --
Q. Okay.
A. -- donations.
Q. Okay.
A. As far as the 10-year period, anything like that, no.

Remember talking about building the cistern after the fire, buying the property after the fire, to do that sort of stuff.
Q. Okay. So is it possible that Mr. Yusuf and Mr. Mohammad Hamed, your father, agreed to the 10 years, and you're just not aware of it?
A. I doubt that very much, 'cause if there's anything, my dad would tell us.
Q. Okay. So -- but you don't know that for sure, correct?
A. I'm pretty certain if it is, yes, because we know that the monies are supposed to go to charitable
Susan C. Nissman, RPR-RMR

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(340) \quad 773-8161
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WALEED "WALLY" HAMED -- DIRECT
organizations.
Q. All right. So how did that happen? How did the
money -- so in 1994, Mr. Yusuf is in St. Thomas, right?
Mostly?
A. Yes.
Q. So you would agree that you were primarily in
charge of the store from 1994 until the time of the -- the split, is what I'll say?
A. Yes.
Q. Okay. And so did proceeds actually go to
family -- split to these family charitable donations?
A. Yes.
Q. All right. And did you coordinate that?
A. I didn't coordinate that, no.
Q. Okay.
A. 'Cause I'm not the person who's receiving the funds.
Q. Okay.
A. The person who would receive the funds and who would calculate how much or tabulate how much money was sold in the water would be Mike Yusuf at the time. For that period that's in question, which I think you said 1994 to -till I think when Mike left and he started -- excuse me, not working at the East store, which is ' 98 or ' 99.
Q. Okay. So from '94 through, let's say '98, which

## WALEED "WALLY" HAMED -- DIRECT

is when they started breaking ground on the West store.
A. Yes.
Q. Okay. It's your recollection that Mike Yusuf was in charge of receiving and calculating the revenues for the water sales?
A. It was tabulated, yes.
Q. Okay. And so obviously, you had -- how did he get you the money for the half of the money that was supposed to be split?
A. He didn't give me the money. I didn't take money. I didn't receive the money.
Q. Okay. So did you send any -- did the Hameds send any money to family members in Jordon as a result of the receipt of the monies from the water sales?
A. Yes.
Q. Okay. How did they get the money to do that?
A. Well, Mike would give them the money. Would give it to his father or give it to my father. How, I don't exactly remember the dates or how that was done, but it was done.
Q. Okay. So the money would go directly to your father, not you?
A. Absolutely. Yeah, not me.
Q. All right. So Mike was in charge of -- of receipt of those funds?

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A. Yes.
Q. Okay. And then let me ask you this: So the funds for that, would you agree with me, that some folks, some of the vendors, would have -- or the customers, I'll just say, really not a vendor, a customer, would have -- it would be a one guy with one truck. He would pay the cashier, and then he would go get his monies.

Was that money paid to the cashier, was there any particular code set up for the cashier? And I'm talking, let's keep the time frame 1994 through 1998 when Mike was in charge. Was there a code?
A. No, no, there wasn't any code.
Q. Oh, your voice sounds really bad.
A. It's really bad. I'm sorry. In '94, from that period, '94, to say
'98-'99, the truckers would go to the warehouse and actually pay the warehouse attendant.
Q. Okay.
A. Or if -- I don't know if we had at the time, we had set up charge accounts for certain truckers or not, but they would pay the warehouse attendant in cash or check.
Q. Okay.
A. And then he would tabulate that at the end of the day. Give it to Mike or -- I'm sure he would give it to Mike, because Mike was in charge of the sales. He was in

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charge of the POS, or the front end, to say.
Q. Okay. So, for the one -- so let's say those were the individual, let's say the guys that had sort of the -the one -- one truck, one guy.

For the companies, for example, that would have multiple trucks and so forth, do you know how they would pay in this 1994 through 1998 time frame?
A. If they had a charge account, they -- they would be billed at the end of the period, whatever it is, or whatever arrangements that we had with them at the time.
Q. Okay.
A. I don't recall if there were that many or who they were.
Q. Okay. And were you coordinating for those bills?
A. No.
Q. Okay. Who was coordinating for those bills from '94 through '98?
A. It could have been the office staff. It could have been Mike.
Q. Okay. So that was just another charge.

Do you have other clients that you have these, where you would have like a monthly charge, besides the water trucks?
A. At that time, no.
Q. Okay. But is that just something that was set up

## WALEED "WALLY" HAMED -- DIRECT

in the system for them to send out an invoice?
A. I don't think it was a system in place at that time.
Q. Okay. All right. And we're talking '94 through '98?
A. Yes.
Q. Okay. So '94 through '98, did you ever have anything in writing that you ever kept track of the water sales? The water revenues?
A. I never did.
Q. Okay. So Mr. Yusuf described a document that had handwriting on it with a number for 1997 that was around between 50- and 60,000, and another number that said 72,000 .

Did you have any documents that you would keep like that, handwritten notes or documents that you would keep with that kind of information?
A. No, ma'am. No.
Q. Okay. And if you had to, based on your understanding and familiarity, would it be your -- who do you believe would have kept track of that?
A. Mike.
Q. Okay. All right. Other than those -- well, you said -- let me ask you this: If you were to -- in 1998, before Mike starts really getting going on West, if you wanted to get a -- a full list of how much water revenue

WALEED "WALLY" HAMED -- DIRECT
there had been from 1994 through 1998, what would you have done? How would you have gotten that information?
A. I never thought about it that way, but I guess you'd go to Mike, or the person who was in charge of that.
Q. Okay. And your testimony is that would have been Mike?
A. Yes.
Q. Okay. All right. After 1998, Mike is busy with getting Plaza Extra -- Plaza Extra West up and running; is that fair?
A. Um-hum.
Q. All right. Who would be in charge of water revenues after 1998? From 1998 through 2001, which is, I'm just going to say, the raid?
A. It -- it could have been Mafi, or it could have been Yusuf. I'm not sure if Yusuf was back from college at that time or not.
Q. Okay.
A. Yusuf Yusuf.
Q. Yeah, yeah. Okay.

So was there any change in the systems, as far as how it was tracked or kept track of?
A. I'm not sure if it was -- at that time. Maybe one -- between '98 to 2000, I'm -- I don't -- I'm not quite sure. Maybe it's a little bit different.

## WALEED "WALLY" HAMED -- DIRECT

I know at one time down the road, we've changed where we had -- the truckers would go and they would go to the front end and they would sign a receipt. A receipt would be kept and they would be given a copy and they'll go back to the warehouse. Be given to the warehouse attendant and turn the switch on so they can get the water.
Q. Okay. But let's -- let's -- let's -- and I -- I think I'm -- I know when that started, so let me back up a little bit.

So between 1998, and let's say before the raid, or at the time of the raid, 2001, it's your belief that it would have been either Mafi Yusuf -- I'm sorry, Mafi Hamed -- I apologize -- or possibly Yusuf Yusuf, but you're not sure because you don't remember when Yusuf -- 'cause Yusuf's younger when he came back from college, right?
A. Yes.
Q. Okay. But was that -- from that period of time, 1998 through 2001, was not something that you were specifically tracking, as far as the water revenue?
A. No.
Q. Okay. And you're not aware, even though you were over the store, that there was any particular system to track that water revenue, like any specific mechanism? It was just, you know, as they came, a receipt and so forth, and it all got put together; is that fair?

## WALEED "WALLY" HAMED -- DIRECT

A. I -- I know what the system was.
Q. Okay. But, I mean, there's no way for you -- in 2001, let's say, you know the raid is happening and you want to get the money, let's say, for sending money to family members for this charitable donation and you want to make sure that all of that revenue money from 1998, when Mike left, to 2001 is accounted for. Where would you go, before the raid, to have figured out that number?
A. I would ask whoever was in charge of that particular department or the revenues that were coming in.
Q. Okay. And what I'm asking you is, was it kept in some kind of a formal system with a accounting general ledger number or something like that, or was it just somebody kept track of it in the books, or do you know?
A. I -- I believe it wasn't in the general ledger, or, you know, accounting system. I think it was on a pad or something that someone kept.
Q. Okay.
A. As the revenues came in, they would put it in.
Q. Okay.
A. Mark it down.
Q. Okay. That -- that helps. Okay. Then let me just back up.

So from 1994, when the sales started, until
the time of the raid, which was in October of 2001, do you

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have a familiarity with the number of trucks that would come at any given time for water?

I know that you weren't necessarily in charge of that, but, you know, do you have a sense of just being at the store, how many trucks would come, and did that change over time?
A. What period, ma'am?
Q. Okay. Well, let me break it up. So let's keep same time frames.

From 1994 through 1998, when Mike was in charge of keeping track, from 1994 through '98, do you have any knowledge as to generally how many trucks per day of water were being sold?
A. I don't know the exact number of trucks, but I know there was a period prior to 2000, I believe St. Croix had a drought, and there was a lot of business happening. Probably '97, '98, '99. We had a lot, a lot of business --
Q. Okay.
A. -- as far as the trucks.

I know after a period of time, the same individuals that were purchasing water opened up their own wells or they put up their own cisterns, so they no longer needed to come by us, and I know it dropped significantly for sure.
Q. Okay. So you believe that happened around

## WALEED "WALLY" HAMED -- DIRECT

2000-2001?
A. Probably, yeah. '99, 2000, 2001, yes.
Q. All right. But whoever was keeping track in the book would be able to demonstrate whether the sales -- well, that would be reflected in that sales drop, do you think?
A. Well, the sales, but at the same time, you can see the traffic.
Q. Right.
A. The traffic in the back. I mean, I've always been on the floor. I've always been in the warehouse. Know what kind of traffic goes in and out.
Q. Okay. So after 2000, and I'm going to say 2000-2001, when you say it dropped, how many trucks would you estimate came in on a daily basis?
A. Five, six. I'm not sure. I'm not quite sure.
Q. Okay.
A. I mean, it's been a while. I don't remember exactly.
Q. Okay. But there was still sales?
A. Well, yeah, there were still sales.
Q. Okay. All right. Who were the primary -- did you have folks that were primary customers that had, you know, multiple drivers and so forth? Who were those?
A. You had, I think, Schuster's, Schuster's Water.
Q. Okay.

WALEED "WALLY" HAMED -- DIRECT
A. You had Marco.
Q. Um-hum.
A. But I'm not too sure if Marco really started back in the early 2000 s or not. I'm not sure.
Q. Okay.
A. It could have been that down the road, he did. You also had Mario, I believe. He had a couple of trucks.
Q. Okay.
A. Or a few trucks that came by.
Q. Okay. So those were the primary ones at different points in time of the customers that would have the multiple trucks?
A. Yes.
Q. Okay. Otherwise, they were people that I would call sort of a one-off or one-man show, small operations?
A. Yeah, it's not that many.
Q. Okay.
A. It's not that many.
Q. All right. After 2001, when the FBI came in for a raid -- well, let me back up.

Before the FBI came in for a raid, was there any reconciliation -- was there any reconciliation of the water revenue that was supposed to go and be divided between the families?

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MR. HARTMANN: Object. Assumes evidence not in record.
A. Could you repeat the -- repeat the question, please?
Q. (Ms. Perrell) Yeah. You had said a minute ago that you agreed there was an -- an agreement that the water revenue -- you dispute whether it ended, you know, this relationship ended, but that certainly in 1994 through, let's say the time of the raid, which would have been 2001 , the arrangement was to be that any water revenues that came in was to -- supposed to be split to the families to each then be able to give as gifts or donations or whatever they chose to do with it.

My question is, you don't -- well, let me ask you this: At any point in time, between 1994 through 2001, it's your understanding that monies did come in to the families to be given away that was part of the water revenue, correct?
A. Yes.
Q. Okay. At the time of the raid, do you know whether there was any reconciliation or saying, Okay, well, the last time we did the water revenue was 2 years ago, we need to shore up where we are on the water revenue? Did that happen at all before the raid?

If you know. It may not have happened. I

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don't know. That's why I'm asking.
A. It could have happened. I'm not sure. If I
understand the question, if you're asking me, was the monies disbursed?
Q. Yes.
A. That's what you're asking me?
Q. Yes.
A. Possibly.
Q. Okay. All right. And if it had been disbursed, you're saying it really wouldn't have come to you, it would have gone straight to Mohammad Hamed?
A. And -- and Mr. Yusuf.
Q. And Mr. Yusuf?
A. Yes.
Q. All right. All right. All right. After 2001, when the FBI was in there monitoring, it's true, at that point in time, that there could have been no split of the monies at that point, right? No pulling of the money out?
A. That's correct.
Q. Okay. Because of the way that the monitor was looking at all of the finances?
A. Yes.
Q. Okay. And that -- I understand we disagree as to what was supposed to happen after 2004, but no monies could have been distributed to any one family from the water

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revenues from the time of the raid in 2001 , basically until after the end of the criminal case, in 2011 or '12, right?
A. That's correct.
Q. Okay. All right. After 2001, who was in charge of monitoring the water revenue?
A. I think, at that time, we changed. Rather than having receipts --
Q. Um-hum.
A. -- being written up, in order to have, I guess, more control because the -- the federal government --
Q. Um-hum.
A. -- was there, came up -- I -- I came up with, and I told them that I needed a key. Told Yusuf or I told -I'm not sure if it's Yusuf or Mafi, that I needed a key at the register. I'm sorry, at the service desk on the register, so anybody who comes in, they'll say, I want 15,000 gallons, 30,000 gallons, whatever they're paying for it at the time, and they'll give them a receipt.
Q. And then the person takes the receipt back to the back?
A. Yes.
Q. And shows the receipt?
A. Show that it was paid, yeah.
Q. And shows the time that it just -- a minutes before, they fill up, and off they go?

WALEED "WALLY" HAMED -- DIRECT
A. Yes.
Q. Okay. And then if they were one of the vendors that had the scenarios where -- not vendors, the customers where there were multiple checks, how did that work? Multiple fill-ups between payment?
A. I believe what started happening, some of these people weren't paying.
Q. Uh-huh.
A. Collection was a little bit of a problem, returned checks.
Q. Um-hum.
A. And I believe that's why we came up with the you got to pay --
Q. Um-hum.
A. -- in order to fill up.
Q. Okay. And during that time frame, it still would have been either Yusuf Yusuf, you're saying, or Mafeed?
A. Well, they were no longer collecting the money or -- or tallying the money, it's on the register. It's on the POS system.
Q. Okay. And is there a specific -- would have been on the POS system, but would it have been designated out for water?
A. Yes, yes.
Q. Okay.

## WALEED "WALLY" HAMED -- DIRECT

A. There was -- there was a key, and it says water.
Q. Okay. And you believe that that POS code, for lack of a better word, would be what? What was that code?
A. Whatcha mean, "what was that code"?
Q. Well, if I wanted to pull this up, you're saying that -- that it was coded in at the -- at the -- when they came in. They said, I want to fill up my truck. It's 3,000 gallons. And the cashier rings it up. She has to put in what it is that she's ringing up, right?
A. Yes.
Q. And so my question to you is, what -- what was it called?
A. Water.
Q. Water. Okay.

So if you wanted to get the water sales, specifically, you could pull that up, is what you're saying?
A. From the POS system, yes.
Q. Okay. And when was that POS system created?
A. I'm not sure what year we started doing it, but it's around the time that the fed -- the federal government was there.
Q. Okay. So you think it was all the way back in like 2001 and '2?
A. It's possible. I'm not sure.
Q. Okay. Is it possible it was in 2013?

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A. I'm not sure.
Q. Okay.
A. I mean, it could be around that time.
Q. All right.
A. I'm not sure what year.
Q. All right. Okay. All right. In some of your discovery responses, you indicate that you believe that the water sales is something that belongs to the partnership, as opposed to something that is United's as part of owning of the shopping center.

> Why do you believe that?
A. Well, it's on the rented property. We paid rent for the Plaza store. We paid to construct the cistern. We paid to maintain the cistern. We paid for the power. We paid for the pumps. We paid for -- for the whole operation.
Q. Okay. But it's -- the arrangement is very -- I mean, many tenant arrangements, many arrangements would be that certain things are pulled out or included.

For example, Mr. Yusuf said with other tenants in the shopping center, he doesn't charge them water, but he could charge them water. That doesn't mean that because he gave the tenants water for free, or as part of their just general rent payment, he didn't charge them separate, that somehow that's no longer his water, correct?

MR. HARTMANN: Object. Argumentative.

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Assumes facts not in evidence. And -- just a second, and hypothetical. Calls for a conclusion and facts not in evidence.
Q. (Ms. Perrell) Okay. All right.
A. Would you repeat the question, please?
Q. Right. Just because there were certain -- let me ask you this: For example, because Mr. Yusuf didn't charge other tenants for water, that doesn't mean that the water isn't owned by United, correct?
A. I -- I don't know how to answer that one. I mean, you're -- you're telling me that I should speak on his behalf, or the way -- what he owns, what. I can't speak on his behalf.
Q. Okay. The payment or nonpayment doesn't necessarily change the ownership of the water, correct?
A. You're asking me stuff that I shouldn't answer on his behalf.
Q. Okay. You don't know the answer?
A. No.
Q. All right. So you don't know whether or not, just because payments were made by the Plaza Extra grocery store operations, whether that changes the ownership to the water --

MR. HARTMANN: Object.
Q. (Ms. Perrell) -- that was collected by the -- by

## WALEED "WALLY" HAMED -- DIRECT

the shopping center, correct?
MR. HARTMANN: Object. Asks for a legal
conclusion.
A. You're asking me who owns the water. I don't know how to answer that one. I really don't.
Q. (Ms. Perrell) Okay. You heard Mr. Yusuf testify that after 2002-'3 time frame, that he had discussions with you about a change in the rental relationship, or the rental amounts that would ultimately be tied or tagged to what was going on in St. Thomas.

Do you recall that testimony?
A. Yes.
Q. Okay. And as part of that arrangement, I think we've all seen these, there were documents that come through that show all the various expenses in St. Thomas. And then there was a percentage or an amount calculated for what the rent would be in St. Croix Plaza Extra East, correct?
A. Show me that document you're referring to.
Q. Let me ask you this: Do you recall that there was a change in the arrangement, as far as the rent after 2004?
A. There was a change in the arrangements, yes --
Q. Okay.
A. -- for the rental.
Q. And what is your understanding of that
arrangement?

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A. My understanding is the rent, the lease property, or the Plaza Extra rent would be based on St. Thomas rate, base rate.
Q. Okay.
A. I'm sorry, not base rate, percentage.
Q. Right.
A. Yes.
Q. And as part of tying those together, then isn't it true that you would receive information from -- relating to the St. Thomas store?
A. I don't understand the question.
Q. How would you figure out the rent?
A. Based on the sales. Based on -- yeah, percentage rate, yes.
Q. And was a document provided to you that would have that information?
A. Yes.
Q. Okay. And did there come a point in time when you questioned Mr. Yusuf about the fact that in St. Thomas, they have to pay for water?
A. I don't recall saying or any -- discussing that, to be honest with you.
Q. Okay. So is it possible that you discussed it and you just don't recall?
A. It's -- I don't recall. I just don't recall

## WALEED "WALLY" HAMED -- DIRECT

discussing that.
Q. Okay. All right. All right.
A. And besides, that document that you're referring to, that list that you're referring to, I don't think that came about in 2004 or 2005, like what you're saying. I think that came about in 2009 or '10, when we started -when Yusuf started having problems with us.
Q. Okay. All right. (Respite.)

Do you know whether or not any other members of the Hamed family that are still with us, either Mafeed, Hisham, Willie, would have information about the receipt of the water revenues? You know, a distribution of the water revenues to the families?

MR. HARTMANN: We'll stipulate that they don't.
A. The distribution that -- what -- I mean, that they know that there is an arrangement to go ahead?
Q. (Ms. Perrell) No, I'm sorry. I'll clarify. I apologize.

What I mean is, is you had testified that you knew that at some point in time, I believe it was prior to the raid, that water -- that the water revenue monies did -some portion of the water revenues monies did go to the Hamed family, and some portion of it did go to the Yusuf

## WALEED "WALLY" HAMED -- CROSS

family to be given away and provided to charity, and that that would have gone straight to your father.

I'm trying to find out if there's anybody
else that knows about the receipt of those funds? You said
it was your dad who would have received it.
A. I don't think anybody would have --
Q. Information?
A. -- information about that.
Q. That's fine. It is what it is. Okay. Just trying to understand that. All right.

All right. I don't think I have any further questions. Thank you.

MR. HARTMANN: Okay. I just have a couple. CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. When you were asked by Attorney Perrell why you thought that the water revenues were coming into the partnership, you said because we paid for the cistern. We maintained the cistern. We took the money and we sent the bills.

Okay. Was -- was all of that work done by Plaza Extra partnership employees?
A. Yes.
Q. Okay. And give me the names of some of the employees that would have been involved in that?

WALEED "WALLY" HAMED -- CROSS
A. Over the years, I -- it could be -- Wadda could be one of them. Chris could be one of them. Fathi. Fathi Hannun would be part of them. So many over the years.
Q. A lot of them?
A. Yeah, a lot of them.
Q. And -- and all of the people that were -- that were doing this work were being paid as employees of the partnership?
A. Yes, sir.
Q. Okay. And when -- when you said Mike oversaw it for a while, and maybe Yusuf Yusuf, and maybe Mafi at some point possibly even, were they all being paid as Plaza Extra employees?
A. Yes, sir.
Q. Okay. And the -- the way that the unit works, as I understand, is that this is a cistern located on the Plaza Extra partnership leased land?
A. Yes.
Q. Okay. And the trucks drove onto the Plaza Extra leased land?
A. Yes.
Q. Do they drive onto the shopping center land?
A. Well, they drive around the -- the dock.
Q. Right, but actually do the loading and unloading?
A. Yeah. Well, around that area.

WALEED "WALLY" HAMED -- CROSS
Q. Okay. And -- and you said that the partnership paid for it.

What did you mean when you said the partnership paid for it?
A. Paid for -- I'm sorry?
Q. The cistern and the stuff like that?
A. We built it. We built it.
Q. The partnership?
A. Yeah, the partnership built the cistern.
Q. Okay. And did you also install some pumps?
A. Yes, there were pumps.
Q. And that was installed by the partnership?
A. Yes.
Q. Okay. And where did you get the money to -- well, strike that. Wrong question.

The pumps you talked about that you bought, they ran on electricity?
A. Yes.
Q. And what meter did those go through?
A. Plaza Extra.
Q. Okay. And to the best of your knowledge, were you ever reimbursed for any of this money by -- by the tenant account?
A. No, sir.
Q. Okay. Did you ever deal with the tenant account

WALEED "WALLY" HAMED -- CROSS
with regard to it?
A. No, sir.
Q. Did -- did anybody -- did Mr. Yusuf or Mike or anybody ever suggest to you that this was really money that was due to the tenant account?
A. No.
Q. Or to United Corporation?
A. No, sir.
Q. And I'll ask you to take a look at Exhibit 12 here.

And those -- I will represent to you that those are the months for which, what I call Yusuf's United, the tenant account side of United, not the partnership side, is making claims here. If you'll notice, it's April of 2004 through February of 2015.

Now, during that time, did -- did -- did you ever change how the water income was coming into the partnership?

In other words, counsel asked you if -- if records were kept of the -- of the -- the water income, and you said at one point, it was under a key. At another point, it was kept in ledgers. But in all that time, that was all money coming into the partnership; is that correct?
A. Yes, sir.
Q. Okay. And did that process ever change from 2004

WALEED "WALLY" HAMED -- CROSS
to 2015?
A. It's -- it's possible. Throughout the time that you're talking about, yeah, it's possible.
Q. So the process might have changed?
A. Yes.
Q. But did the -- did the actual recipient of the money ever change?

In other words, did it ever go to anybody, other than the partnership? But the money was always coming into the partnership.
A. Yes.
Q. And if -- if they existed, I could go and look at the partnership amounts -- at the partnership accounting from 2004 to 2015, and I could see in there where the money for water sales was coming into the partnership, right?
A. Yes.
Q. And do those accounting books exist?
A. I -- I'm not sure if they do. I'm not in control of it.
Q. Okay. But the books would never show that money went to anyone, other than the partnership?
A. That's correct.
Q. Okay. And when did the -- when did the stores come out from underneath the federal control, approximately?
A. I think the plea agreement was signed in 2013,

WALEED "WALLY" HAMED -- CROSS
maybe, or 2012 , something like that.
Q. And so from 2013 to 2015, did the water revenues start going to -- to the -- someone other than the partnership?
A. $\quad \mathrm{NO}$.
Q. I have no further questions. Oh, no, I do have a further question. I'm sorry.

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                                    So -- so all that time that this water
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revenue was being collected, it was -- it was going into the
accounting system of the store as gross income, right?
A. Yes.
Q. Okay. And every month, at the end of the month, someone did up a gross receipts payment for the East store; is that correct?
A. Yes.
Q. Okay. And -- and who was that reported to?
A. That was reported to the controller.
Q. Okay. And -- and then the controller would do a check and pay the government?
A. The gross receipts, yeah.
Q. Okay. The gross receipts.

And where was that handled?
A. That was handled out of St. Thomas.
Q. Okay. And so the water sales were in that amount of gross receipts?

WALEED "WALLY" HAMED -- REDIRECT
A. I assume, yes.
Q. Okay. So for that entire time, the partnership was paying the gross receipts?
A. Yes.
Q. Not only that, but for the entire time, the partnership was representing to the government that that was income of the partnership; is that correct?
A. Yes.
Q. Okay. And do you know who signed the gross receipts forms that went to the government?
A. I'm not sure, but --
Q. Was it someone in St. Thomas?
A. It was somebody in St. Thomas.
Q. Somebody in the accounting department?
A. It's -- it's possible.
Q. And who was in charge of that contracting deputy?
A. Fathi Yusuf.

MR. HARTMANN: Okay. I have no further questions.

MS. PERRELL: All right. I have a couple follow-ups.

## REDIRECT EXAMINATION

## BY MS. PERRELL:

Q. The entire time that the criminal case was pending, isn't it true that there was never any disclosure

## WALEED "WALLY" HAMED -- REDIRECT

of the fact of a partnership during the criminal proceedings?
A. Could you repeat the question, please?
Q. During the time of the criminal case, there was never any disclosure that there was this partnership, this oral partnership, between Mohammad Hamed and Yusuf Hamed; isn't that correct?
A. There were -- there were discussions and there was discussions among the legal team that we had back and forth. I don't remember exactly what year it was or -- but there was, to the federal government, no, there wasn't.
Q. Right.

So the fact that Attorney Hartmann just asked you, during this entire time of, you know, from the time of the federal monitors until 2013, the fact that gross receipts were being paid by, and signed by, United, would have been completely consistent with the relationship and the manner in which it was disclosed to the federal government, correct? That it was just United? There was no partnership?
A. It is what it is. Yeah, I assume so.
Q. Correct. Okay.

Let me go back and ask this: Your -- you own other commercial properties, correct?
A. Yes.

## WALEED "WALLY" HAMED -- REDIRECT

Q. Okay. And you're aware that it's common for tenants to oftentimes do a build-out of a particular commercial location and to pay for that build-out, correct?
A. Yes.
Q. Okay. And it's also common that the build-out and whatever changes are made to the property, along with the landlord's approval, remain on the property, or those changes are part of the property, even though the tenant may leave, correct?
A. Yeah. Depends on the negotiations that you do.
Q. Exactly.
A. The lease that you have.
Q. Exactly.

So isn't it also true that the relationship for the building and the cistern and so forth by the partnership was an arrangement that was made, as Mr. Yusuf said, for the partnership to make certain payments, along with investments that he also made, and that that build-out would be allowed, but at the end of the day, all of that property is still owned by the landlord, United, correct?
A. I'm not sure $I$ understand what you're saying. Maybe you need to repeat it for me, please, because --
Q. Okay. Just like any other build-out, if a tenant makes changes to a particular property, in negotiation with the landlord, it's all -- it's common for those changes to

## WALEED "WALLY" HAMED -- REDIRECT

remain part of the property, and the tenant may leave, correct?
A. Yes.
Q. Okay. The same could apply in this case, where the changes that were made to the Plaza Extra store after the fire, that a portion of which may have been paid for by the partnership, were changes to the physical store, including the cistern and so forth, but that all of those changes didn't change the fact that the property was still owned by United, correct?
A. No. You're telling me changes. There were no changes made to the store. The cistern. You have a build-out from the beginning.
Q. Right.
A. Right.
Q. Okay?
A. So there's no changes. It's not a change like you're stating that I have a lease. I leased a place and whatever changes I make, yes, they -- possibly they could stay, but this is from the ground up. The store went from the ground up. The cistern went the ground up.
Q. Okay. So are you saying that it's -- it's beyond -- are you familiar with scenarios where a tenant will come in and actually build the store, build a store from the ground up, and at the end of the lease, as part of

WALEED "WALLY" HAMED -- REDIRECT
that negotiation, they may get a break on the rent for a little bit -- I'm just asking -- and then the tenant would leave, and that doesn't change the fact that the landowner would still own that building that the landowner may not have paid to build?
A. Yeah, I understand that, yes.
Q. Okay.
A. Yes. There's scenarios like that, yes.
Q. Okay. So isn't it also true that in this situation, that the fact that the partnership may have contributed in some way to the building of the additional cistern space, along with investment that the landlord made as well, that the arrangement was just as Mr. Yusuf said, that just because they might -- the tenant may have paid for certain portions, that that doesn't mean that the tenant would then be entitled to all of the water revenue that would ultimately result from the cistern being built and so forth?
A. I think I'm -- I'm a little bit confused with that. I mean, you're talking about the cistern. You're talking about improvements. And now you're telling me it's water.

MR. HARTMANN: Excuse me. Wait. Let me -let me object.

MS. PERRELL: No, no, you're going to have to

WALEED "WALLY" HAMED -- REDIRECT
object to the question when the question comes up.

MR. FATHI YUSUF: May I have a piece of
paper, please?
MS. PERRELI: You didn't object.

MR. FATHI YUSUF: I'll write it for you and let everybody see it.

MS. PERRELL: Okay. Mr. Yusuf, here. Let me ask.

MR. FATHI YUSUF: What happened to these two?
Q. (Ms. Perrell) Okay. You've already agreed that there are scenarios where a tenant might actually pay for the physical building of a building that they would then lease. And that at the end of their tenant relationship, they would leave and the landowner would get the benefit of the entire now-built building and would still own the building, correct?
A. Yes.
Q. Okay. In this scenario, isn't it also possible that the fact that the partnership may have contributed to some of the building of the cistern, or the infrastructure, or the piping and the so forth, that that contribution doesn't necessarily mean that the tenant would have a right to water revenue that resulted from that infrastructure that was put into place?

MR. HARTMANN: Now I'll object. The question

## WALEED "WALLY" HAMED -- REDIRECT

is over. Object. It posses a hypothetical. You keep shifting between keeping it at the end and during the pendency.
Q. (Ms. Perrell) You can still answer the question.
A. While it's being leased, right, we are entitled to the water. It's being -- I'm paying rent for the Plaza store. It's being collected off of the roof of Plaza store. I'm entitled to the water.
Q. And you believe that simply because of the fact of the payments, correct?
A. I'm sorry?
Q. You believe that you're entitled to the water simply because -- the reason you believe that is because you believe that because the tenant paid for some of the coordination of the collection, correct? The employees collecting the water?
A. Um-hum.
Q. And because the tenant pays for and may have contributed some portion to the building of the infrastructure so that there is additional cistern capacity, yada, so forth, that that's the reason that the tenant is entitled to the water revenue?
A. That's part of it, plus you're paying rent.
Q. So you believe those are the reasons why?
A. Yes.

## WALEED "WALLY" HAMED -- REDIRECT

Q. Okay. But isn't it also true that an arrangement could have been made that those contributions by the tenant were there, but that after 2004, the tenant would not have any entitlement to the water revenue?

MR. HARTMANN: Object. Asked and answered.
A. There's no arrangement.
Q. (Ms. Perrell) Okay. And you believe there's no arrangement because you were not told by your father of the arrangement?

MR. HARTMANN: Object. Asked and answered.
A. There was no arrangement that I know of.
Q. (Ms. Perrell) But you're not aware of whether or not your father had a conversation with Mr. Yusuf for that arrangement?

MR. HARTMANN: Object. Asked and answered.
A. I -- if there was an arrangement, we would know about it.
Q. (Ms. Perrell) Okay. But it is possible that Mr. Hamed and Mr. Yusuf had this arrangement and you don't know about it; isn't that true?

MR. HARTMANN: Object. Asked and answered.
A. There's no arrangement that I'm aware of.
Q. (Ms. Perrell) That you're aware of. Okay.

MR. HARTMANN: Object. Argumentative. Move
to strike.

WALEED "WALLY" HAMED -- REDIRECT

My witness?
MR. FATHI YUSUF: Attorney Charlotte.
MS. PERRELL: No, I'm not done yet.
MR. HARTMANN: Okay.
MR. FATHI YUSUF: Attorney Charlotte.
MS. PERRELL: Yes.

MR. FATHI YUSUF: I want to have an
opportunity to go back on the stand.
MS. PERRELL: Okay.
MR. FATHI YUSUF: Give me another
opportunity.
(Respite.)
Q. (Ms. Perrell) The water that was being used for the delivery of water, what cistern was it pulling from?
A. The water that was, I'm sorry?
Q. The water that we're talking about, this water that was being sold --
A. Uh-huh.
Q. -- to the truckers, to the water trucks, what cistern was it pulling from?
A. The cistern that's right behind the store.
Q. The cistern that was in place before the storm?
A. No, the one that -- behind the store that was built when we rebuilt the store.

MS. PERRELL: Okay. All right. Let me talk

## Susan C. Nissman, RPR-RMR

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WALEED "WALLY" HAMED -- RECROSS
to Mr. Yusuf for just a moment. He has -- and then $I$ can finish up with this witness, so I just need a two-minute break.

THE VIDEOGRAPHER: Going off the record. The time is 12:01.
(Short recess taken.)
THE VIDEOGRAPHER: Going back on the record.
The time is 12:06.
Q. (Ms. Perrell) Okay. All right. Just to clarify, it's your testimony that the water that was sold between 2004, April of 2004 through February of 2015, all came from the cistern that was put into place after the store burned?
A. That's what $I$ understand, yes.
Q. That's your understanding?
A. Yes.

MS. PERRELL: Okay. I have no further questions.

## RECROSS-EXAMINATION

## BY MR. HARTMANN:

Q. To clarify something counsel asked you, she said that you couldn't tell the government that there was a partnership.

Did there come a time in 2012 when you hired counsel to bring a lawsuit?
A. Yes.

WALEED "WALLY" HAMED -- RECROSS
Q. Okay. And who did you bring the lawsuit against?
A. Fathi Yusuf, United Corporation.
Q. And who was the plaintiff in that lawsuit?
A. Mohammad Hamed.
Q. Okay. And you -- at that time in the lawsuit, you acted with his power of attorney so you could file documents and do things for him; is that correct?
A. Yes, sir.
Q. And did you cause that lawsuit to be filed?
A. Yes.
Q. Okay. And in that lawsuit, did you say there was a partnership?
A. Yes.
Q. And did you say when the partnership started?
A. Yes.
Q. And did you say who was the -- who were the partners?
A. Yes.
Q. And did you say that the money that looked like it was coming into United was really coming into the partnership?
A. Yes.
Q. Okay. And did you make a claim for that money?
A. Yes, sir.
Q. And did you make a claim for your half of that

## WALEED "WALLY" HAMED -- RECROSS

partnership?
A. Yes, sir.
Q. Okay. And do you recall -- and do you think the government knew about that? Knew about that lawsuit?
A. I'm pretty sure they did.
Q. And, in fact, isn't it true that on 12-18 of 2014, there was a proceeding -- actually just before that, but as a result of a hearing in front of the federal judge here that on 2-18-2014, all the TROs and all the other controls by the federal government were lifted?
A. Yes.
Q. Okay. So let's take the month after that. Let's take January 1st of 2015.

Do you -- do you know whether all the stores filed gross receipts returns then?

In other words, did you report monthly gross receipts after 2014?
A. Yes.
Q. Okay. So -- and it would be the same process you described before, let's say, I'm going to pick a month, February of 2014?
A. Yes.
Q. There were no federal impediments stopping if -if the tenant account believed that it was -- actually received that income, there was nothing from them filing a

WALEED "WALLY" HAMED -- RECROSS
gross receipts tax return, was there?
A. That's true.
Q. So -- so during that time, who was paying the gross receipts tax on the water income?
A. The partnership.
Q. The partnership.

And who was controlling the office at the
time that gross receipts tax was paid?
A. The Fathis.
Q. And did they represent to the government that that was income of the partnership?
A. Yes.

MR. HARTMANN: Okay. I have no further questions.

MS. PERRELL: Okay.
Q. (Mr. Hartmann) Oh, I'm sorry. I do have one further question.

And did that continue up until the -- the stores split up?
A. Yes, sir.

MR. HARTMANN: Okay. Thank you.
MS. PERRELL: Okay. I have no more
questions. Thank you.
MR. HARTMANN: Thank you.
THE VIDEOGRAPHER: This is the continuance of

MAHER "MIKE" YUSUF -- DIRECT
the deposition. The time is 12:10.
(Short recess taken.)

## MAHER "MIKE" YUSUF

THE VIDEOGRAPHER: This is the continuation of the deposition of Maher Yusuf. The date is January 22nd, 2020. The time is 12:14. The witness is sworn in.

## DIRECT EXAMINATION

BY MS. PERRELL:
Q. All right. Mike, you've been here for most, or part, of the testimony that we've had today relating to the water revenue that was collected.

When were you at -- just to refamiliarize and have this in this particular transcript, when were you physically at the -- working at the Plaza Extra East store?
A. Before the fire.
Q. Okay. And when was the fire?
A. 2001. January 2001, if I remember.
Q. All right. The fire?
A. Fire.
Q. Okay. I think --
A. Oh, sorry. 2001, I came. I came in 2001, yeah.
Q. Let's back up. Let's back up.

When did you come back from college and begin working at the Plaza Extra East store?
A. 2001 .

MAHER "MIKE" YUSUF -- DIRECT
2. 2001?
A. I mean, sorry. 1991.
Q. Sorry.
A. Sorry.
Q. I can't testify for you, but I --

MR. HARTMANN: Sure, you can.
A. Yeah, I get that one stuck.

MR. HARTMANN: Are you sure it wasn't 1991?
Q. (Ms. Perrell) Okay. So now we're back in the right decade.
A. Yeah, yeah.
Q. 1991.
A. 1900s.
Q. Okay. 1991.

And when was -- when was the fire?
A. 2000 .
Q. Okay.
A. Sorry. 1992.
Q. All right. I feel good about how this is going to go.
(Laughter.)
MR. HARTMANN: Me, too.
Q. (Ms. Perrell) Okay. It's all right. All right.

So in 1992 is when the fire happened. All
right. Are you familiar with the -- the rebuilding of the

MAHER "MIKE" YUSUF -- DIRECT
property in 2000 -- in 19 -- now I'm doing it.

MR. HARTMANN: Counsel, please lead your
witness.

MS. PERRELI: Okay.

MR. HARTMANN: You can lead all you want.

MS. PERRELI: Okay.

MR. HARTMANN: You don't have to --
Q. (Ms. Perrell) Okay. So -- well, I'm just going to ask him, though, are you familiar with the -- the construction, or the reconstruction of the store after the fire?
A. Yes.
Q. Okay. And you've heard testimony today about the construction of an -- of an additional cistern subsequent to the fire?
A. Correct.
Q. Okay. Once the store reopened in 1994, are you familiar with the fact that the store started doing water revenues?
A. Yes.
Q. Okay. And how are you familiar with that? How do you know about that?
A. Because $I$ was the one involved installing --
Q. Okay. Installing?
A. -- the pipe stand and for the truckers. I was

MAHER "MIKE" YUSUF -- DIRECT
involved with hooking up the pipe stand for the truckers.
Q. From what cistern did -- the water that was used for sales to the water trucks, what cistern did it come from?
A. There was a cistern that -- right behind the pharmacy that we used to pull the water from.
Q. Okay. And was that a cistern that was already in place on the shopping center before the store was rebuilt?
A. Yes.
Q. Okay. Do you mind if I have that grouping of documents from before?

I'm going to show you what's been marked as Exhibit 4.
A. Yes.
Q. And Exhibit 4 is a sketch that was prepared yesterday.

Did you prepare this one yesterday?
MR. HARTMANN: Yes.
A. Yes.
Q. (Ms. Perrell) I don't remember who did what.

Okay. So this is, you know, a rough outline of the Plaza -- of the United Shopping Center; is that right?
A. Right.
Q. Okay. You said that it pulled -- that the water

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that was used to fill up the trucks that was part of the water revenue sale from the sales --
A. Um-hum.
Q. -- came from a cistern near the pharmacy?
A. Correct.
Q. Okay.
A. Yeah.
Q. Can you indicate?
A. Sure.
Q. I'll tell you what, don't write on this, 'cause it will mess it up.

MR. HARTMANN: No, no. Write on it.
MS. PERRELL: You're sure?

MR. HARTMANN: Just put another letter.
MS. PERRELL: Okay.
MR. HARTMANN: You put A there.
Q. (Ms. Perrell) We have an $A$ and a B, so put $C$ where is the pharmacy and where the cistern would have been.
A. This would be rough. Someplace here is the cistern. It was two compartment cistern.
Q. Okay.
A. And the pharmacy was like right here in the store.
Q. Okay. So the pharmacy is in the store?
A. Yes.
Q. Okay. And is this cistern in place before the

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fire?
A. Yes.
Q. Okay. So that was in place before the fire?
A. Right.
Q. Okay. So where is the cistern that was built after the fire?
A. Write it down?
Q. Yeah.

MR. HARTMANN: Do it as D.
A. There's two cisterns, by the way.
Q. (Ms. Perrell) Okay.
A. Not one.
Q. Okay. Put $D-1$ and $D-2$ or something.

MR. HARTMANN: Yeah.
A. (Witness complies.)
Q. (Ms. Perrell) Okay. Where did the trucks pull up to fill up for the water?
A. I'm going to give you the pipe stand here, okay?
Q. Okay.
A. Kind of. Okay.

MR. HARTMANN: That's good.
Q. (Ms. Perrell) Okay. So when the water trucks would pull up to fill up, let's say in 1994. Let's just keep it easy. 1994, you opened, and the water -- first water truck pulls up and you're going to sell him some

MAHER "MIKE" YUSUF -- DIRECT
water, where's he going to go on this?
A. He's going to go here, on this.
Q. Okay. And where is the water that he would get in his truck coming from?
A. From here.
Q. Okay. How did you know that?
A. Because I was the one who was involved in the installation.
Q. Okay.
A. Now, the water that was supplying the cistern --
Q. Um-hum.
A. -- was from two wells out of four wells we had at that time.
Q. Okay. Where are the wells?
A. The well was -- one was here. Can I mark on this?

MR. HARTMANN: Yeah, just every time you put something else in, just put another letter.
A. Okay.

MR. HARTMANN: So what letter is it?
A. This is the well.

MS. PERRELL: E.
MR. HARTMANN: I thought the standpipe was E.
A. And there's another one out here.
Q. (Ms. Perrell) Okay. Make that F.
A. Okay. The standpipe.

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MR. HARTMANN: What letter is that?
A. I can put --

MR. HARTMANN: G.
A. $--\quad G$.

MR. HARTMANN: Okay.
A. Okay.
Q. (Ms. Perrell) Okay. So the water -- so what I'm trying to understand is, is the water that is actually being sold is coming from the cistern -- we need to put a letter on this one. Make this $H$ just to --

MR. HARTMANN: What is it?

MS. PERRELL: I'm getting ready to describe it.

MR. HARTMANN: Okay.
Q. (Ms. Perrell) It's the cistern that is underneath the pharmacy; is that correct?
A. No, behind the pharmacy.
Q. Behind the pharmacy?
A. Underneath, behind, I'm not sure, but it was -- in that. Behind the pharmacy is where the access to the pump was.
Q. Okay. And this is the $H$, which is the -- I'm going to call it the pharmacy cistern, okay?
A. Um-hum.
Q. The $H$ pharmacy cistern was a cistern that was in

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place and had been in place in the -- on the property before the fire?
A. Correct.
Q. Okay. And the water that fed that cistern was from the two wells, $F$ and $E$ is that correct?
A. Correct.
Q. And so the water that was being sold to the trucks, when the trucks would pull up, the water trucks starting in 1994, came from the wells -- well, let me ask you this: Were both Wells $E$ and $F$ on the property and installed before the fire?
A. Before the fire, yes. I know this one, yes. And this one, I believe so. I can't recall, but we -- I know we had one in the back and one in the front from years ago or -- I'm not sure. I'm not sure.
Q. Okay. So the sales are going from $F$ and E, and the cistern that is $H$; is that correct?
A. Right.
Q. Okay. These new cisterns, $D-1$ and $D-2$.
A. Right.
Q. That were -- these were definitely built post-2000 -- or post fire, correct?
A. Right.
Q. Okay. Was water from these two utilized to sell to the trucks in 1994?

MAHER "MIKE" YUSUF -- DIRECT
A. We used to have a pump to supply it. The standpipe.
Q. Um-hum.
A. But we always -- we always had problems with that pump.
Q. Um-hum.
A. And it was on the -- this roof here, all the water went into this cistern.
Q. Um-hum.
A. And into this cistern, it overflows to this
cistern.
Q. Okay.
A. So if we was to use this cistern for truckers, it would empty out real quick. We didn't have water going in unless it's rainwater, and that was it.
Q. Okay.
A. So -- and at the same time, we always had problems with it. It was a smaller pump versus the pump that we had here.
Q. Okay.
A. And so if we got it working, we probably got it working and it would break down. You know, we spent more time -- I spent a lot of time rearranging the piping and all that.
Q. All right.

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A. But this was our main --
Q. Okay.
A. -- guy here.
Q. Okay. So the majority of the sales for the water from, let's just say from 1994 through 1998, were from the ones that we've just described a second ago, the $F$ well, the E well, and the $H$ cistern primarily; is that fair?
A. Yeah.
Q. Okay. All right.
A. Do you want me -- we had more wells on the property, if you want me to indicate those.
Q. Okay. Yes. Show me where the other wells are.
A. I have a well here.
Q. Make it -- where --

MR. FATHI YUSUF: You want to use this pen?
Q. (Ms. Perrell) H.
A. H? No.
Q. No.
A. We are G.
Q. It would be I.
A. And I have one here.
Q. J.
A. J. Okay.
Q. And where does this water from Well I run to?
A. Well, I, we didn't kind of use it. It was a well

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sitting there.
Q. Okay.
A. We didn't use it.

This, we had another cistern here that was supplying this.
Q. Okay.
A. The laundry. We had a laundry there.
Q. Okay. So Well J really, though, was never utilized for anything having to do with the water or truck or whatever, okay? It just happened to be the other wells and --
A. The other well, and it used to feed the tenants.
Q. Got it. Okay. All right. All right.

With regard to the -- the piping and the utilization of the water that was sold, even after you left in 1998, did the source of the water ever change between the time that you left, 1998, through February of 2015?
A. No, it never changed.
Q. Okay.
A. Yeah, until I left, it never changed. After I left -- after I got out of the store, I changed it.
Q. Okay. What does that mean? Say that again?
A. Well, it never changed from where the source of the water was coming and which well it was coming from.
Q. Okay.

## MAHER "MIKE" YUSUF -- DIRECT

A. I mean, the source of the water coming from the wells.
Q. Um-hum.
A. And which cistern the standpipe was getting its water from.
Q. Okay. And then you just said something until you changed it. What does that mean?
A. I just changed the piping.
Q. Just when?
A. About a year ago.
Q. Okay. After the February of 2015?
A. Yeah, way after.
Q. Okay. All right. So after Mr. -- your father, Mr. Yusuf, went to St. Thomas in 1994, and you were at the St. Croix store, were you the one in charge of tracking or keeping track of the sale of the water at the Plaza Extra East store?
A. Yes.
Q. Okay. How did you do that?
A. I don't recall, but it was just -- it was a bunch of different ways we used to do it.
Q. Okay.
A. And listening to Wally's testimony, one was that we used to write down and charge a certain driver a lump sum, or some would come and pay in advance, and they'll

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pull. And when they pulled their loads, then they'd go and pay more. Different drivers or different companies, we'd treat them differently.
Q. Okay.
A. They'd pay at the end of the month. You know, it was just different. But $I$ was the sole person that kept a tally of what was that standpipe generated.
Q. Okay.
A. Yesterday we were talking about a black book. I used to keep that in that black book, what -- what I had and what we had for that year and all that stuff.
Q. Okay. So is it possible that the -- well, let me ask you this: Did Wally keep a list of that? Of that water sales?
A. No.
Q. Okay. So how did you get the information as to what the water revenues were?
A. It was several different ways. I can't remember --
Q. Okay.
A. -- how we did.
Q. Okay. So did you -- was there a general ledger number or -- when the cashier would do a receipt, how would you know that that was for a water sale?
A. We didn't -- at that time, I'm not sure if we had

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them paying in the front and the girl keep the receipts in the back, plus some of them was writing it down and they paid us as a lump sum. 'Cause we used to have -- they used to come after hours. The receiving used to close at a certain time, so they had to come up front and do, you know, write down or -- or pay, or go in the back, write down in the book. Take the key, go around, and put the water.
Q. Okay. What I'm asking, though, is how did you know what the water sales were? Did you go get the monthly receipts? Did you go get the -- how did you write it down?
A. Oh, yeah, on a daily basis, they used to give me all the information. If it was sold by check or -- or by receipts or whatever, I used to collect all that information.
Q. Okay. So did you keep copies of all those?
A. Yeah.
Q. Okay. And where would those copies be?
A. It would be maybe on my desk or I kept it on the safe until I wrote down --
Q. Okay.
A. -- a lump-sum number.
Q. And then after you wrote down the lump-sum number, what did you do with those records?
A. Well, every time my dad came over from St. Thomas, he would ask me, how much water -- how much money you made

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in water?
Q. Okay. And then -- and so that's how you -- you kept a record of that?
A. Right.
Q. Okay.
A. I used to write it down in this -- in this book.
Q. And how did you pay Mohammad Hamed? How did you pay Mohammad Hamed his half or his portion during the 1994 through 2004 time frame?
A. I -- I was the one who gave them the number of, you know, this is how much I collected in water sales.
Q. Okay.
A. Either my father or Wally would be the one that tell me how to distribute it. And I don't remember how I distribute it. I know it was given to Mr. Mohammad on several occasions.
Q. Okay.
A. And some occasions, I know my dad would tell Mr. Mohammad, Give this to such and such family or this or that when you go back home. And so he would get the lump sum of -- of it and it -- it would be split 50/50 and he would give whoever he wanted to, my dad, and Mohammad would give to whoever he wanted to.
Q. Okay. All right. After you left, you really were not involved in that much after 1998, or after 2000, when

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you were doing Plaza Extra West; is that fair?
A. Yeah. I mean, when -- I don't know what year Mafeed came in, but everything that I used to do, I used to tell him or show him what, 'cause I knew I was going to go and do the store. And that was -- that would be one of the things that $I$ was doing, because he was solely responsible now for what $I$ do is the front end, the registers, the POS system, the safe, and all that.
Q. Okay.
A. So he -- he keep the track. I don't know how he kept his records.
Q. And after you left in 2000, were you -- do you remember when you turned this over to Mafeed?
A. It had to be in 1998, when $I$ kind of -- I'm not there like during the day. I'd come in the evenings, so no way for access.
Q. Okay. All right. So between 1998, and let's say the time of the raid in 2 -- October of 2001 , do you recall if there was ever an occasion that Mafeed said or provided the accounting to Mr. Yusuf or Mohammad?
A. I'm not sure.
Q. Okay.
A. After I left, it was hard for me to, you know. I wasn't there all the time, so my dad, if he came and they asked Mafi --
Q. Okay.
A. -- or -- or Wally about --
Q. Okay.
A. -- the water money, I don't know what -- what --
Q. Okay. And at the time you were leaving in 1998ish, would that -- would Yusuf Yusuf have been on site yet, or no?
A. No, no, no.
Q. Okay. So -- and then did you -- do you ever recall having this sort of handover of this information or this process to Wally Hamed?
A. No. It was mostly to Mafeed.
Q. To Mafeed. Okay. All right.
A. And the reason for that, because I kept it in the safe.
Q. Okay.
A. A book that I used to use.
Q. That book. Okay. All right. Okay. All right. I don't think I have any further questions about that. I think we're -- well, let me ask you this. Let me back up.

So between 1994 and 1998, when you step back and were in the West store, about how many trucks were delivering -- were coming to the store to fill up? Let's say in 1994, do you have a sense of that?

MAHER "MIKE" YUSUF -- DIRECT
A. No. I mean, it was -- people got to know that we have water all the time, so the business was picking up more and more.
Q. Okay.
A. We had some -- a lot of occasions that we had to just say, come back this afternoon. We're low on water. Let the cistern build up.
Q. Um-hum.
A. You know, it was always constant. We watched that -- that cistern, you know, that it doesn't run out.
Q. Okay. Do you have any recollection -- you heard Mr. Yusuf testify today as to one number in 1997 that was somewhere between $\$ 50-$ and $\$ 60,000$ for 1997, and $\$ 72,000$ for 1998, I believe. Do those numbers -- do you have any recollection of those amounts as the water sales for the time frame?
A. I don't -- I don't remember the value of it, or the total sales that we did.
Q. Okay.
A. I used to have it that -- that book --
Q. Okay.
A. -- for -- for each year.
Q. Okay.
A. If I see it, I'll know.
Q. Okay. And do those amounts -- you are familiar,

MAHER "MIKE" YUSUF -- DIRECT
however, with the amounts. If the number was 400,000 , would you be surprised that the number would be that big?
A. In a year?
Q. Yeah.
A. Yeah.
Q. Okay. And if the number was down at 10,000, would you be surprised at how low that would be?
A. Yes.
Q. Okay.
A. Yes.
Q. So are the numbers, the around 50,000 or around early 70, you know, low 70,000, was that consistent with your general recollection as to the amounts?
A. Yeah.
Q. Okay. And then Wally Hamed testified that after, I believe it was early 2000, that the water sales dropped off significantly.

Do you have any information? Are you aware of that at all? I know you were no longer at that store.
A. I wasn't no longer there, but, you know, we're in a tropical and we always had droughts that we didn't have water for months and that's when the truckers really are very busy and we had availability of water all the time.
Q. Okay.
A. You know.

## MAHER "MIKE" YUSUF -- DIRECT

Q. And so did Wally ever say something to you like, This whole water sales thing is really dropping and it's not worth our time, or anything like that?
A. No.
Q. Okay. Are you familiar with the agreement that was in place for the water sales to be split from 1994 through 2004, and then not after that?

MR. HARTMANN: Object. Assumes evidence not
in the record.
Q. (Ms. Perrell) You can still answer.
A. I don't -- I don't remember what inspired back then. How -- how they used to handle it.
Q. Okay.
A. I was -- I was too busy in the West store.
Q. Okay. What I'm asking is, is do you know -Mr. Yusuf testified earlier about the arrangement for the splitting between the families of the -- of the water, which you said that you helped coordinate.
A. Yeah.
Q. That it was supposed to go from 1994 to only 2004.

Do you have any information about that, other than what you hear today? Did you know about that before or did you not know about that before?
A. No, there was an agreement between my dad and Mr. Mohammad --
Q. Okay.
A. -- about, you know, whatever proceeds, the water, and they'd give it to charity.
Q. Okay.
A. And what the details were, I was just doing what $I$ was told to do.
Q. Okay. All right. So other than that, you don't have any other information about it?
A. No.
Q. Okay. All right.
A. But I want to mention something.

When I heard Wally's deposition, he was saying about Plaza employees was maintaining and --
Q. Right.
A. -- taking care of all this --
Q. The cisterns?
A. -- the cistern and this and that, there was nothing to take care of.
Q. Okay.
A. The well pumps in the thing and it pumps out.
Q. Okay. And you were the one that was involved with the coordinating for the installation of the -- the standpipe or --
A. Yes.
Q. -- or whatever; is that correct?

MAHER "MIKE" YUSUF -- CROSS
A. Yes.

MS. PERRELL: All right. I have no further questions.

## CROSS-EXAMINATION

BY MR. HARTMANN:
Q. On the maintenance, didn't you have -- say earlier in your deposition that you had to go down there and do stuff a lot, working with the cistern and the stuff?
A. Yeah, yeah.
Q. Weren't you an employee of the partnership?
A. Yeah, of United Corporation.
Q. But you were being paid out of the grocery store?
A. Yeah.
Q. Okay. Turning back to this. I'm confused now. Yesterday on Exhibit 4, yesterday, I had you draw what has turned out to be the most important exhibit, I'd like to point out. And you said that -- I asked you to draw a box around what is the supermarket.
A. Right.
Q. And you've put a cistern. You said that the main cistern that's being used here is the $H$ cistern; is that right? The one you put the $H$ by?
A. For the standpipe for the truckers?
Q. Yeah, for the truckers.
A. Yes.

MAHER "MIKE" YUSUF -- CROSS
Q. But, excuse me, but that seems to be inside of A?
A. Correct. Yeah, correct.
Q. So there's a big cistern standing up on the floor somewhere inside of $A$ ?
A. Do you know what's a cistern?
Q. Yeah, I got a general idea. I know that these outside are standing up, right?
A. No.
Q. Oh, they're buried?
A. Yeah.
Q. Oh, okay.

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So all of this stuff is buried?
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A. Yeah.
Q. Okay. So this is actually buried underneath the store?
A. Yes.
Q. Okay. And that's the store that the partnership leases?
A. Yes.
Q. Okay. So all of the water that was being given to the truckers came from basically a cistern that was located inside the store?
A. Right.
Q. Okay. And --

MS. PERRELL: I would object.

MR. HARTMANN: Okay.
MS. PERRELL: Not inside the store.
A. Sorry, yeah. Not inside the store.
Q. (Mr. Hartmann) Let me add, sir. I'll do it.

And -- and some of that water was coming from here?

MS. JAPINGA: Say where you're saying.
Q. (Mr. Hartmann) From $F$; is that correct?
A. Yes.
Q. Okay. But it was being stored in cisterns in A?
A. In A. I --
Q. Okay.
A. Some of that cistern, if I'm not mistaken, was under -- under one of the tenants. There was a small bay on -- on --
Q. Okay. And you said that sometimes water from D-2 was used in the standpipe as well, right?
A. No.
Q. It was never used?
A. We always had problems, and that was D-1.
Q. D-1 was the overflow?
A. $D-1$ was the back cistern, --
Q. Okay.
A. -- which used to overflow from D-2.
Q. So one of them you did sometimes use to supply the

## MAHER "MIKE" YUSUF -- CROSS

standpipe. You know that because you had problems with it?
A. We always had problems with it.
Q. Okay.
A. Always had problems. We never could get it working.
Q. But sometimes it worked and sometimes it didn't?
A. It was just there.
Q. Okay. So where did all the water in $D-1$ and $D-2$ go?
A. To the store.
Q. To the store. Okay.

So this one that's located underneath the store, the $H$ cistern, you said you installed the pumping cistern?
A. I coordinate the pumping.
Q. Okay.
A. To install it. I -- I, maybe, physically did it with the plumber or I was the one who did the --
Q. So to -- to look at this cistern, I would go into the store and I'd go behind the pharmacy and I'd open a hatch; is that right?
A. No, it's not a hatch. It's concrete.
Q. It's what?
A. It's a concrete -- a concrete hatch.
Q. Okay. A thing? It's a --

## MAHER "MIKE" YUSUF -- CROSS

A. Concrete cover.
Q. A big concrete cover. Okay.
A. Right.
Q. And where would I go to see the actual motor that's driving that?
A. You should be able to go into the warehouse and see that.
Q. Warehouse in the supermarket?
A. The warehouse in the back of the supermarket.
Q. Okay. And if -- if I went to that pump and I followed -- there's electric lines going into it, right? If I followed those electric lines, where would they go?
A. I don't know.
Q. Well, I mean, somebody was paying to run the pump?
A. Yeah, yeah.
Q. The store?
A. I believe so.
Q. Okay. I've been told I have to say which letter it is.

So just to be clear, the -- could you draw in, $I$ think, we're up to $K$, could you draw in where, on that map, the electrical connection would be? 'Cause apparently me saying "there" is not going to look very good on the transcript. So just wherever you think the electrical supply was for the --

MAHER "MIKE" YUSUF -- REDIRECT
A. Well, the pump was in -- in H, so --
Q. The pump was in $H$, okay.
A. So the electrical is in H.
Q. Okay. And -- and where was the meter that the pump ran to?
A. I'm not sure.
Q. Okay. But it was somewhere in the store?
A. It was -- I'm not sure what it was hooked up to. If it was hooked up to the store or not, --
Q. Okay.
A. -- I'm not sure.
Q. Okay. All right.
A. I didn't know.

MR. HARTMANN: Okay. I have no further questions.

## REDIRECT EXAMINATION

BY MS. PERRELL:
Q. I just have one follow-up question. With regard to Cistern $H$ that is labeled here.
A. Um-hum.
Q. And you said it's under the pharmacy. This cistern existed before the fire; is that correct?
A. Correct.
Q. Okay. So none of the funds that were part of the

MAHER "MIKE" YUSUF -- REDIRECT
reconstruction build-out after the fire were utilized to build this cistern, correct?
A. No. And I'm going to go back a little bit.

Before the fire, that cistern was actually under a tenant, one of the tenants before, 'cause the store never -- the store was not that big. It was maybe about -a little bit smaller than that box, so this $H$ cistern was under one of our tenants.
Q. Okay. Before the fire?
A. Before fire.
Q. Okay.
A. Yes.
Q. And the -- the build-out, there was nothing relating to the subsequent build-out of the store after the fire that contributed to the construction of this cistern? It was already there?
A. It's already there, yeah.
Q. Okay. And the same would go for at least the Well F, correct?
A. I believe so, yes.
Q. Okay. All right. And what about Well E?
A. The same thing.

MS. PERRELL: Okay. All right. I have no further questions.

MAHER "MIKE" YUSUF -- RECROSS

## RECROSS-EXAMINATION

## BY MR. HARTMANN:

Q. Weren't some wells put in?
A. Yes.
Q. Which wells were put in -- in that time when the rebuilding was done and the new cisterns were put in?
A. I believe we put in E. E, at that time.
Q. Okay. And -- and what does E do? What does E supply?
A. E supply H.
Q. E supplies H?
A. Right.
Q. Okay. So when you put in a new well, E, it was pouring into the Cistern $H$ ?
A. Right.

MR. HARTMANN: Okay.
MS. PERRELL: I have no further questions.
MR. HARTMANN: I have no further questions.
THE VIDEOGRAPHER: This is the continuance of the deposition. The time is 12:46.
(Short recess taken.)
THE VIDEOGRAPHER: This is the continuation of the deposition of Mafeed Hamed, January 22, 2020. The time is 12:48. The witness has been sworn in.

MAFEED "MAFI" HAMED -- DIRECT

## MAFEED "MAFI" HAMED <br> DIRECT EXAMINATION

## BY MS. PERRELL:

Q. All right. Good afternoon.
A. Good afternoon.

MR. HARTMANN: Whoever you are.
Q. (Ms. Perrell) Just had a couple of questions for you. And I apologize, I had -- I had forgotten when your time frame was at the Plaza Extra East store. So could you just tell me what time frame did you start working at the Plaza Extra East store?
A. I started in 1995.
Q. 1995?
A. Of August.
Q. August of --
A. Yeah, shortly after Hurricane Marilyn.
Q. Okay. All right. And you heard testimony from Mike Yusuf just a few moments ago that around the 1998 time frame -- can you still hear me with all this? Okay.

Around the 1998 time frame when he started spending more time putting together and -- and working on Plaza Extra West, that he turned over to you -- one of the things that he turned over was tracking and keeping track of those water revenues.

Do you recall the testimony?
A. Yeah, I recall it. I was here, yes.
Q. Okay. And so do you recall that happening?
A. Yes, he did.
Q. Okay. So in -- and was it around 1998?
A. It was around 1998.
Q. Okay.
A. But let me add that it wasn't that he left the store completely.
Q. No, no, I understand.
A. He still had -- he still had -- he oversaw everything there.
Q. Okay.
A. He oversaw the front end. He oversaw the cash room. He oversaw the safe. He oversaw the water revenues.
Q. Okay. And so with regard to the water revenues, what -- what did you understand you were to do?
A. Well, the process was, when $I$ first got there in '95, it was a lot of cash. It was a lot of cash receipts. People would come in. They would go to the warehouse manager. They would say how much they want. We would write -- the warehouse manager would write it on a carbon receipt with a copy.
Q. Um-hum.
A. And then once they collect the amount, they would give them the key. Then the driver would go up and dispense

## MAFEED "MAFI" HAMED -- DIRECT

the water.
Q. Um-hum.
A. And basically what we would know what the size of the tank is so we would know what amount to charge.
Q. Okay.
A. So it was being received -- the cash was being received by the warehouse managers. And that cash would then, at the end of the day, would be presented to Mike, and Mike would put it in the safe.
Q. Okay. And then did there come a point in time where that process changed and they would go and pay the cashier at the front?
A. Yeah. There came a point in time.
Q. Do you remember when that was?
A. I think in 19 -- I mean, we got raided in 1999. And then we got raided again in 2001.
Q. Okay.
A. In 1999, I mean, it was like, you know, when you see a pile of shit, nobody wants to come around it. So a lot of these water companies didn't want to come around us no more, just because they thought we had issues.
Q. Um-hum.
A. Federal issues.
Q. Um-hum.
A. So things had to change.

MAFEED "MAFI" HAMED -- DIRECT
Q. Okay. So --
A. Excuse my language. Sorry.
Q. Oh, that's okay. So in 1990 --
A. Pardon me.
Q. Regardless of what -- what the trucks did, there was a point in time in which whoever was coming, okay, to get water, would actually go up to the cashier and make a payment there?
A. Yeah, they would have to go to the front end. We didn't want the cash to be sent --
Q. Um-hum.
A. -- to the warehouse anymore.
Q. Um-hum.
A. Go to the front. Ring it up on the register so it's in the POS system.
Q. Um-hum.
A. And then they walk back with the receipt. The warehouse manager would see how much it is and verify that that's the correct amount for the size truck, --
Q. Um-hum.
A. -- and they give them the key.
Q. Okay. So that -- so what happens to the receipt and the -- and the money that comes in? Does it -- when it goes into the POS system, is it going in just as non --non-food? Is it going in as water in the 1998 time frame,
do you know?
A. I think that happened in 1999. That's when Yusuf was there. I only did it for maybe almost a year.
Q. One year. Okay.
A. Mike left, then Yusuf came in. And then Yusuf took over the safe, the front end, the POS, everything.
Q. Okay. So you had it for one year from 1990 --
A. Approximately, yeah.
Q. 1998 until --
A. ' 99.
Q. -- about 1999. Okay.

Did you keep a book?
A. No, I didn't keep a book.
Q. Okay. So how did -- what did you do to keep track of the --
A. Whatever was in process before, which was cash would come in. It would be given -- it used to be given to Mike, then it was given to me. I would put it in the safe.
Q. Okay. Did you keep track of it? Like did you keep track of how much of it?
A. No, it was kept in a -- in a box, basically, or a -- some kind of an area designated for water sales.

MR. HARTMANN: Inside the safe?
A. Inside the safe.

MR. HARTMANN: Okay.

MAFEED "MAFI" HAMED -- DIRECT
Q. (Ms. Perrell) Okay. Was there ever a tally, or -I understand the physical money was going in there, but how do you know how much was in there?
A. Mike --
Q. Did you keep a ledger?
A. Mike was still in charge of the safe until Yusuf came over. I mean, I basically just maintained whatever status quo until he came over. I didn't implement anything new. I didn't change anything.
Q. Okay. So did you write it down? In other words, you would just put money in and that was the --
A. Yeah, because it would -- it would be sales.
Q. Yeah, every day?
A. It would be a receipt --
Q. Right.
A. -- with the cash amounts, stapled it or clipped on.
Q. Um-hum.
A. And it would be in that pile.
Q. Okay. What I'm trying to get to is, I understand you didn't change the system, but did you keep a tally, like for a week, or a month, or --
A. No, I didn't keep a tally.
Q. Okay. So you just physically put the money with the receipts in there?

## MAFEED "MAFI" HAMED -- DIRECT

A. And then it was supposed to be tallied up at a later date.
Q. And that was it, and you were out?
A. And that was it.
Q. Okay. So when did Yusuf Yusuf come in?
A. In '99.
Q. In 1999? Okay.

And then did you show Yusuf Yusuf in '99 the system?
A. I showed him, as well as Mike. I mean, we were friends at one time, so we got together. We showed him. We taught him everything that we needed to teach him.
Q. Right.
A. And he took over.
Q. Okay. And then you were still at the St. Croix store for a longer period of time after 1999, right?
A. I was until the split in 2015.
Q. Okay. So you were the whole time?
A. I was there for the 20 years, yes.
Q. Okay. So you were there the whole time. So --
A. And was there prior when the store was being built, too.
Q. Right. Okay.

So after 1999, when this is now under
Yusuf's -- Yusuf Yusuf's responsibility, did you see any

MAFEED "MAFI" HAMED -- DIRECT
changes or any issues that came up with the system that you guys were doing with the receipt, and the key, and the whole thing? Any changes to the system?
A. The changes were to go to the cash register, yes.
Q. Okay. But that was implemented under your --
A. I didn't say that.
Q. Oh, I misunderstood. I apologize.

When -- when was that?
A. I said I didn't change anything. And then when Yusuf Yusuf came over, things changed.
Q. Okay.
A. In 1999, we also were raided the first time.
Q. Okay. So, I'm sorry, I misunderstood.

So as of 1999, with the raid, as a part of that, I guess, or -- is the -- is the raid the reason that there was a change?
A. A change in the way we do our business?
Q. Yes.
A. Or the change in the amount of business that we were getting in water revenues?
Q. How you did it?
A. In the way we did, when Yusuf Yusuf came over, we changed some -- we changed some things under his --
Q. Time?
A. -- time.

MAFEED "MAFI" HAMED -- DIRECT
Q. Okay. All right. So -- and he's the one -- when he was overseeing it, is when it changed to the receipt at the cashier system; is that what you're saying?
A. That's -- it should have been. I believe so, yes.
Q. Okay.
A. I can't remember exactly if it was 1999, but I know things changed within that period after the raid.
Q. Okay. Okay. I'm just trying to get the timeline, so this is not a trick.
A. And it's been a long time --
Q. I know.
A. -- and I'm trying to remember as best I can.
Q. All right. Okay. The -- there's been some number -- as a result of you were -- your -- you -- you were tracking this, or at least had some participation in this water revenue during the 1998 to '99 time frame, right?
A. Right.
Q. Okay. And do you have any sense of how much revenue was generated during that year?
A. That's an open-ended question. I mean, I would really have to think and --
Q. Well, you were the one that saw how much was going in.
A. No, I wasn't physically sitting there. I wouldn't tally it up, so $I$ wouldn't know how much was coming in.

MAFEED "MAFI" HAMED -- DIRECT
Q. Okay. That's what I'm asking.
A. I mean, on Sundays, they don't open. On Saturdays, it was hardly any business. These water trucks don't deliver on those days.
Q. Right.
A. And drought is just like a -- you know, unless you've got weather forecasts where, I mean, weather records to know when droughts were.
Q. All right. So --
A. Business was up and down.
Q. Okay. So you don't have any idea whether a 72,000 year is good or bad for water revenue; is that correct?
A. At this -- at this point, no, I would really have to look at the numbers and remember.
Q. That's fine.
A. It's been a while.
Q. I know. That's fine. I'm just trying to understand. Okay.

So after -- although you weren't actually physically coordinating the cash and so forth after 1999, did you have any view, and because you were on site on the store, at the store, as to whether or not there was an increase in the sales, let's say after 2001, or a decrease in the sales?
A. Well, after 2001, the second raid, it was worse.
Q. Okay.
A. I mean, our names were all over the news, even nation news.
Q. Um-hum.
A. Nobody wanted to come near us.
Q. Okay.
A. Business went down.
Q. Um-hum.
A. Store sales went down.
Q. Um-hum.
A. Water sales went down. I mean, it was a mess.
Q. Okay. So let's move forward to 2004. It's a number of years past the raid.
A. Sure.
Q. Do you have a sense as to the business? Did it start to come back?
A. No, no, it didn't come back.
Q. Okay. So -- and when I say "the business," I mean the water revenue?
A. The water business, yeah, obviously these guys figured out better ways of getting their water.
Q. Okay.
A. Whether they bought property and they did their own thing, or they went to a different supplier, but they all did it their way.

## MAFEED "MAFI" HAMED -- DIRECT

Q. Okay. So do you have a sense of how many trucks, on average, would have been coming to the store from the --
A. I -- I never keep a tally or count.
Q. So you don't have any information about that?
A. No.
Q. Okay. All right. Do you have any familiarity as to the cisterns that are used for this?
A. Yes. I've been working there for 20 years. I'm very familiar with that whole property.
Q. Okay. And Mike's testimony earlier was -- is that the -- the primary source for the water truck fill-ups was the $H$ cistern.

Do you agree with that?
A. Yes.
Q. Okay. And do you agree that the -- do you know, or do you have any familiarity with regard to what feeds the H cistern? What source of water feeds into the $H$ cistern?
A. The source of the $H$ cistern is Well $F$, which was built after the fire, along with Well E, which was built after the cistern. And also part of the roof, part of the physical store is underneath where he put $A$, that's the physical store, but there's about another hundred feet that -- of -- of underneath this roof that the store is -is under that -- under that roof. I don't know if I'm -yeah.

MAFEED "MAFI" HAMED -- DIRECT

MR. HARTMANN: Does it feed into that
cistern?
A. It feeds into that cistern, yes. So part of this roof -- it doesn't have a -- can I put a -- J, H. Can I put a $K$ ?

MS. PERRELL: Yes.

MR. HARTMANN: No, not a K.
A. No?

MR. HARTMANN: We used K . You got to use M.

MS. PERRELL: I don't see a K.
A. Sorry. M.
Q. (Ms. Perrell) Okay.
A. So M also feeds into H.
Q. All of M?
A. M. Part of $M$ feeds into H.
Q. Okay.
A. Actually, correction: All of them.
Q. Okay. So how do you know that F was a well that was built or prepared after the fire?
A. That's general knowledge. I asked. I -- I used to fix the wells.
Q. Um-hum.
A. I used to fix the pumps. I would buy the pumps.

I would call up the suppliers in Florida, have them shipped down in our containers. I would set up with the -- the

## MAFEED "MAFI" HAMED -- DIRECT

installers, and I would physically be out there late at night pulling the old well out, installing the new well, doing the wiring, and dropping it back in and make sure it runs.
Q. Okay.
A. So I'm familiar -- prior to the fire, they had two wells, I and J. I is condemned. It actually doesn't work. Never worked. It used to work, but it stopped working after the store was built after the fire. J was kept and it was continuing to be used for the -- primarily for the laundry that they owned.
Q. Um-hum.
A. And E and F were built afterwards.
Q. Okay. When were they built?
A. After -- during the reconstruction of the -- after the fire.
Q. Okay. You came in August of 1995, right?
A. Yes.
Q. Okay. So reconstruction occurred prior to that time, right?
A. Yes. That doesn't mean I wasn't -- I never came back to St. Croix.
Q. Okay.
A. Obviously during the holiday breaks, I would see things.

MAFEED "MAFI" HAMED -- DIRECT
Q. Okay. So -- but --
A. And this is general knowledge that I asked Mike. When I got -- when I got to St. Croix, I mean, we talked about all this. And, you know, we were -- I was very much involved in the operations and -- and the processes and -and the equipment of the -- of the building. Of the store's.
Q. Okay. So -- but I just want to be clear.
A. Sure.
Q. So your testimony is, is that the $F$ well that you know that it was built after the storm, even though you weren't working at the store until August of 2000 -- or 1995?
A. Yeah.
Q. That's your testimony?
A. That is my testimony, yes.
Q. Okay.
A. Because $I$ was there even prior to the fire. Prior to the rebuilding, I would be back and forth on the island.
Q. Okay. And you were in college?
A. I was in college at the time.
Q. And -- which was off island?
A. It was off island, yes.
Q. Okay. All right. With regard to Well E, is it your testimony that that was put in after the fire?

MAFEED "MAFI" HAMED -- DIRECT
A. Yes.
Q. Okay. And you know that for the same reason that you believe that's just something common knowledge when you came back --
A. Yes.
Q. -- to visit?
A. Yes.
Q. Okay. All right. With regard to providing any of the monies that was part of the water revenues to any of the family members, were you involved with distributing any of the monies to either your father or to Mr. Yusuf?
A. No.
Q. Okay. Did you have any conversations with -- do you know as to whether any of the water revenue was distributed to Mr. -- your father, Mohammad Hamed, and Mr. Yusuf?
A. No, I don't know.
Q. You don't know? Okay.

Did you have any discussions with your father about the water revenue and how that was supposed to be handled, and for how long?
A. We had discussions, yes.
Q. Okay. And what were those discussions?
A. The discussions were, the revenues generated from the water sales was going to go as to the family members, or
the -- or to the unfortunate family members that are abroad.
Q. Okay.
A. And there was no time limit, as he's saying.
Q. Okay. And that was because -- you know this because of the conversations you had with your father?
A. This is direct knowledge from my father, yes.
Q. Okay.
A. Because my father talks to us.
Q. Okay.
A. We have conversations. He lets us know what's -what's the right way to do things and what's the proper way.
Q. All right.
A. And what's owed and what's -- what's owed to us.
Q. Okay. And your father was gone and no longer on St. Croix after 1996; isn't that right?
A. My father was going back and forth. I think in 1996, that's when he went and did the pilgrimage in Mecca with my mother, --
Q. Okay.
A. -- yes.
Q. I mean, it's been a fact -- so 1996, though, he was no longer at the store on a daily basis?
A. Right.
Q. A hundred percent?
A. Yes.

MAFEED "MAFI" HAMED -- CROSS

MS. PERRELL: Okay. All right. All right. All right. I -- I have no further questions. Thank you. CROSS-EXAMINATION

BY MR. HARTMANN:
Q. Two minutes.

You said that you did the maintenance on E and F? The Wells E and F?
A. I -- I did the maintenance on E, F, and J, also.
Q. Okay. And on $E$ and $F$, could you tell that that -from the physical building of it, from the equipment in it, that it was a newer well?
A. Yes.
Q. Okay. And when you said you -- how often did these well pumps burn out?
A. Every few years.
Q. Okay. So you were the person who actually dragged the -- the sticky thing up, and pulled it out, and threw it in a garbage truck, --
A. Yes.
Q. -- and you ordered a new one from Miami, you said?
A. Yes.
Q. And who paid for that?
A. The partnership.
Q. Okay. And who paid for your time to do that?
A. The partnership.

MAFEED "MAFI" HAMED -- CROSS
Q. Okay. Did you ever hear anybody say that these -that this water operation, or the wells, or anything involved with it, was -- was anybody other than the partnership's?
A. No, it's always been the partner -- partnership's.
Q. Okay. And -- and did you ever hear that the -that the splitting of the -- of the -- the monies ended at some time?
A. No.
Q. Okay. When -- when was the first time you ever heard that story?
A. Today.

MR. HARTMANN: Oh, okay. All right. I have no further questions.

MS. PERRELL: I have no further questions. Thank you.

MR. MAHER YUSUF: By the way, they are not stinky wells, okay?

MR. HARTMANN: They're not what?
MR. MAHER YUSUF: They're not stinky wells.
MR. HARTMANN: Well, I heard they were brackish.

MR. MAHER YUSUF: Yeah, they are brackish.
MS. JAPINGA: Wait, you guys.
MR. HARTMANN: Oh, I'm sorry.

## YUSUF YUSUF -- DIRECT

MR. MAHER YUSUF: Oh, sorry.

THE VIDEOGRAPHER: This is the continuance of the deposition. The time is 1:07.
(Short recess taken.).

THE VIDEOGRAPHER: In the matter of Waleed Hamed versus Fathi Yusuf and the United Corporation, in the Superior Court of the Virgin Islands, Division of St. Croix, Civil Action Number SX-2012-CV-370.

My name is Michael Gelardi. I am the videographer for today's proceedings. Our court reporter is Susan Nissman. Today's date is January 22nd, 2020. The deponent is Yusuf Yusuf. The time is 11:15 (sic).

For the purpose of voice identification, I am requesting that the attorneys present identify themselves at this time.

MS. PERRELL: Charlotte Perrell, on behalf of United Corporation and Fathi Yusuf.

MR. HARTMANN: Carl Hartmann, for the Hameds.

THE VIDEOGRAPHER: Please swear in the witness.

YUSUF YUSUF -- DIRECT

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            YUSUF YUSUF,
    called as a witness, having been first duly sworn,
        testified on his oath as follows:
                DIRECT EXAMINATION
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BY MS. PERRELL:
Q. Okay. Could you please state your name for the record?
A. Yusuf Yusuf.
Q. Okay. Yusuf Yusuf, we've been talking about a number of things having to do with the water revenues that are generated at the Plaza Extra -- I'm sorry, at the, well, I'll just call it the Plaza Extra at St. Croix, okay?
A. Okay.
Q. All right. I just want to ask you a couple of questions relating to that.

At what point, or did at any point, you have involvement in tracking or collecting revenues for the water sales?
A. I started in -- end of September in 2000, so whatever was in place, $I$ just continued from there forward. So I can't recall exactly when $I$ had any involvement in the water.
Q. Okay. So end of September, 2000. All right.

And do you recall anyone meeting with you, or showing you what needed to be done with regard to collection

## YUSUF YUSUF -- DIRECT

of the water revenue?
A. I didn't -- I didn't collect anything for water.

Everything was processed through two -- two steps, basically.
Q. Um-hum.
A. The cash register in the front, and whoever collected -- in other words, they generated a book.
Q. Um-hum.
A. A tally on whoever, like, for example, Marco Trucking, he would have like a large amount of collecting water.
Q. Um-hum.
A. At, you know, per day or per week, so he -- they kept a tally, and that was transferred to the office.
Q. Okay. And so when a -- a particular water truck would come and make a payment to the cashier and the receipt would be generated, they would go fill up the truck, but they paid. They paid cash or would pay for it.

Was those -- was that -- what happened to that cash?
A. I don't know.
Q. Okay. Did anybody ever then provide you copies of the receipts relating to the water sales?
A. The -- just as you said, someone would cash -that would want to purchase water, --

## YUSUF YUSUF -- DIRECT

Q. Um-hum.
A. -- they would go to the register and present that receipt to the receiving --
Q. Um-hum.
A. -- to show what amount he's paying for and what's going to be collecting. And that -- that was it. That's the only thing that I would -- I would have knowledge of.
Q. Okay. No, what I'm trying to understand is, is I understand the process that the truck driver had to go through to pay for it. Go in the back. Show his receipt. He gets a key or whatever. He -- they fill it up. They verify the amount and so forth. And he fills it and he's on his way. I'm fine with what's going on with the truck, water truck.

What I'm trying to understand is, is at the front, then, the money came in for the -- for the water, right, to the cashier?
A. Correct. It was collected at the -- majority of the time -- well, all of the time $I$ know for someone walking into the front would be at the service counter.
Q. Okay. And so my question is, is as the money was coming into the service counter, after the time that you were there and that you had any involvement, did any of those folks at the service counter, the cashiers, anyone at the service counter, ever provide, then, to you, a stack of

## YUSUF YUSUF -- DIRECT

receipts, or anything relating to the water sales?
A. No.
Q. Okay. They didn't give it to you on a daily basis?
A. No, I never got them.
Q. Okay. Do you know how they rung up water?
A. Well, they would either run it up as a grocery, the tender grocery, tender non-food. Anything just to be able to show that there was $\$ 12$ changed, or 15 , or whatever amount was purchased, and they would send it to the back through the guidance of the young lady from the back.
Q. Um-hum.
A. She would say, you know, there's someone in the front that's paying for a truck load, and this is how much he's paying.
Q. Okay.
A. And that's it.
Q. Okay. So was -- when they rung it up, did they keep any kind of -- what -- was there ever a way, if you wanted to know, let's say in 2000, how much water revenue there was for all the people that came to the front and would pay in the manner that you just described, how would you have gotten that information?
A. I was not in control of it.
Q. Okay. Who was?

## YUSUF YUSUF -- DIRECT

A. So everything was mainly between Wally and Mafi.
Q. Okay. All right. So do you know if, after you were there in 2000, Mafi would receive receipts relating to the water sales?
A. Not that $I$ know of. I just know that whatever was collected, it was collected under grocery, non-food. And however they have collected to -- to know how much was generated, that -- I was never taught that.
Q. Okay.
A. I was never given direction of how to gather that information.
Q. Okay. And with regard to the people that would have multiple trucks coming and so forth, how was the money collected from those folks?
A. Well, if they would -- they would generate -- they would have a receipt book and they would keep a log of, if it's a 3,000-gallon, 5,000-gallon. And I can't -- I don't know if it was at the end of the week, or at the end of the day, that they turned in the book to the office.
Q. Okay. And then did someone, like one of the administrative folks, generate an invoice or something? How did that work?
A. Well, everything was sent to Wadda Charriez.
Q. Um-hum.
A. And she would -- she was the one who used to --

## YUSUF YUSUF -- DIRECT

collected any of the funds.
Q. Okay.
A. So, like, you know, normal procedure, you have a log.
Q. Um-hum.
A. And then you would send out an invoice.
Q. Okay. All right. And this log is something that you're saying is kept in the back of the store where the actual fill-up was happening?
A. They used -- they used receipts box as a reference of a log --
Q. Um-hum.
A. -- so that way they could send it to the office to say, Hey, this -- this company, Marco Trucking or Hamilton, have collected so much in this period of time, and here you go. This is the book.
Q. Okay. Was there a point in time in which there was a specific number that was utilized, like a -- and I'm -- I'm sorry, I'm not using the right words, like a POS number, or a general ledger number, or something to indicate that a sale was a water sale?
A. That was generated like very late. I would say this -- it was generated recent, to my knowledge, like 2013.
Q. Okay.
A. Because I'm the one who was -- who created that.

## YUSUF YUSUF -- DIRECT

Q. Okay.
A. Like, for example, a code.
Q. Okay.
A. You would walk into the store and you would want to purchase banana or apples, they would put in a code and weigh it. But with this, a trucker would come to the front. They would put in a code to reference that.
Q. Okay.
A. But that was done in 2013.
Q. Okay. So prior to 2013, is it fair to say, at least as to your knowledge, there was no specific code that was being used all the time consistently to demonstrate water revenue?
A. Correct. There was no -- there was no, per se, code, other than they just randomly put whatever tender, which would be grocery. It could be dairy. It could be produce. Whatever is generated, but majority of the time, it would be grocery or non-food.
Q. Okay. So based upon the amount of time that you spent at the store, do you have a sense, or a belief as to -- or any knowledge of the number of trucks that would normally come, let's say in -- when you first started in 2000, how many trucks were coming, average trucks per day, were coming to get water? And then did it change over time?
A. Well, when I first started, a lot of different

## YUSUF YUSUF -- DIRECT

truckers used to come and get water from us. And I would say 10 plus, more than 10.
Q. Um-hum.
A. And it -- it all depends on the season. Summer versus winter. It -- it varies. You would -- sometimes you would get more than 15 trucks a day. Sometimes you'd get as low as maybe eight, six.
Q. Okay. All right. And was there a period of time just over the course -- I understand seasonal issues and so forth, but were there a period of years where that just dropped off, as you recall?
A. No. Between -- I would -- I would say it started to slow down maybe 2 years ago.
Q. Um-hum.
A. And that's -- the reason for that is because of our changes that we've been -- made in the back. We made it more difficult for them to come and get that easy service.
Q. Okay. So I'm talking about between now -- between April of 2004 until February of 2015, based upon your time at the store during that time, do you recall any particular period where it had significantly dropped or increased during that 2 -- April 2004 through February of 2015 time frame?
A. No.
Q. Okay. Based upon the information that you see --

## YUSUF YUSUF -- DIRECT

I'm sorry, that you see in your position, do you have any sense as to the value of the water sales on an annual basis?
A. No.
Q. Okay. All right. Do you have any knowledge as to the wells that supply the water? Which wells are used and which cistern used to supply the water?
A. Generally, yes, I do. There is a four-compartment cistern that is underneath the pharmacy as per se right now, and the pump room --
Q. Okay.
A. -- where we have the sprinkler system.
Q. Okay.
A. That is what mainly supplied the trucks --
Q. Okay.
A. -- that was collecting water.
Q. Okay.
A. And well-wise, would be the one directly outside. We have four on the property.
Q. Okay.
A. And, generally, it was -- it was mainly two of them all the time that catered to servicing the service trucks.

MS. PERRELL: Okay. All right. I don't think I have any more questions. Thank you.
A. You're welcome.

YUSUF YUSUF -- CROSS

## CROSS-EXAMINATION

## BY MR. HARTMANN:

Q. I'm sorry, I got lost.

Have you -- you started -- when you first got
there, you took over the water fairly quickly, right? And have you been the person sort of coordinating the water the whole time?
A. No, I never took over the -- the water.
Q. No?
A. No.
Q. Who -- who ran the water after Mike and Mafi
weren't running it?
A. Well, it was always Wally and Mafi that kind of showed me what is the normal business running for the water.
Q. Oh, okay.
A. Just like anything else in the store.
Q. But sometimes you did work on the water stuff, generally?
A. Well, if you want to say "work on." Pump goes down, yes, I catered to it.
Q. Okay. And -- and when you did that, whenever you were doing that, who was paying you?
A. Plaza Extra was paying me.
Q. The supermarket?
A. I was an employee, yeah.

WALEED "WALLY" HAMED -- DIRECT

MR. HARTMANN: All right. I have no further questions.

MS. PERRELL: No further questions. I think we're good.
A. Okay.

MS. PERRELL: Okay.
THE VIDEOGRAPHER: That's the conclusion of the deposition. The time is 1:28.
(Lunch recess taken.)

THE VIDEOGRAPHER: This is the continuation of the deposition of Waleed Hamed. The time is 2:08.

WALEED "WALLY" HAMED

DIRECT EXAMINATION

BY MR. HARTMANN:
Q. Okay. Mr. Hamed, I'm going to need you to actually come back over to the seat over here. I'm going to have you look at a short video and ask you some questions about it, if you could. I just have to turn -- the court reporter needs the thing turned this way. I don't need this transcribed, by the way.

THE COURT REPORTER: Your discussion with him?

MR. HARTMANN: No, no, the -- the discussion

I do, but not --
THE COURT REPORTER: Yeah, of course.

## WALEED "WALLY" HAMED -- DIRECT

MR. HARTMANN: -- the existing tape.
THE COURT REPORTER: Yeah.

THE VIDEOGRAPHER: Do you want this on film?

MR. HARTMANN: Yes. That's why I'm turning it so you can see it.

MS. JAPINGA: Do you want him to sit next to you, Carl?

MR. HARTMANN: It -- it doesn't really
matter. He'll be able to hear it. That's all that's really important. This is ground we've all been over many times.
(Video played.)
Q. (Mr. Hartmann) Okay. You can take the seat back.
A. (Witness complies.)
Q. Now, I'll represent to you that -- I'll represent to you that that was a deposition taken in this case on the 2nd day of April of 2014.

Did you attend that deposition?
A. Yes, sir.
Q. Okay. And did you see that testimony?
A. Yes.
Q. Okay. And do you recall the meeting between yourself and Mr. Yusuf and your father that's being described there?
A. Yes.
Q. Okay. Could you tell me what led up to that

## WALEED "WALLY" HAMED -- DIRECT

meeting?
A. Fathi Yusuf was accusing us of stealing from him, doing many things, and he was talking all over the place.
Q. And when did that start?
A. Probably 2010, right after I think we came in -right around when we were negotiating a plea agreement with the federal government.
Q. Okay. And -- and what kinds of things was Fathi Yusuf saying about you guys in the community?
A. Well, that we stole from him. That my father stole $\$ 2$ million. That -- that, you know, several monies were -- that were transferred that went to him, went to his account. He was accusing me of stealing and all that.
Q. And that was -- if you -- your recollection is that was in 2010, soon after the -- the plea agreement was entered into in February of 2010?
A. Somewhere around that, yes.
Q. Okay. And did that continue through the middle of 2010?
A. Yes, sir.
Q. Okay. And do you recall the specific day that Mr. Yusuf was talking about? The day where you and he and your father met?
A. It was sometime -- sometime in 2010.
Q. Okay. And what -- just start with where you were

WALEED "WALLY" HAMED -- DIRECT
and where Mr. Yusuf was and how it ended up at your father's and what happened.
A. I think Fathi Yusuf came over from St. Thomas that week, or maybe he was here for a few days, I'm not quite sure, but he was in the store, $I$ was in the store. And how it came about to go ahead and go see my father that day, I think my father have heard stuff that he's been saying around in the community about him and stuff like that. And how it became that we went over, I don't exactly recall, but we ended up at my dad's home that afternoon.
Q. And you and Mr. Yusuf had been meeting prior to going over to your father's?
A. Yes. We were at the store together, yes.
Q. Okay. And was Mike there?
A. I don't recall if Mike was there, no.
Q. Okay. Did Mike go with you over to the meeting?
A. Absolutely not, no.
Q. Okay. So you went over to a meeting at your father's house?
A. Yes.
Q. Okay. And -- and tell me, just generally, were you a participant in that meeting?
A. I was -- I was, what you call, I was the subject of that meeting.
Q. What do you mean by that?

## WALEED "WALLY" HAMED -- DIRECT

A. Well, Fathi was accusing me of doing -- of stealing money. Of hiding things. Of doing everything that was -- that's wrong and --
Q. Were you taking part in the actual negotiation yourself?
A. No, sir.
Q. Who was taking part in the negotiation?
A. My father and Fathi.
Q. Okay. And in what language was that negotiation taking place?
A. In Arabic.
Q. Okay. And how fluent are you in Arabic?
A. Fairly decent.
Q. Okay. So you could understand what they were saying?
A. Yes.
Q. Okay. Were you speaking in Arabic?
A. I don't recall. No, I don't think so.
Q. Okay.
A. I don't think so, no.
Q. And you said they were discussing things back and forth.

About how long did that discussion take place?
A. Two to three hours.

## WALEED "WALLY" HAMED -- DIRECT

Q. Okay. And at the end of it, was there a deal?
A. There was a deal made.
Q. Go ahead.
A. There was a deal made, and they agreed on -- on certain things, and they shook hands and we left.
Q. Okay. So tell me about the negotiation. What -what -- what went on back and forth between them, to the best of your recollection?
A. Well, you know, they talked extensively about the relationship and they don't want to lose each other. And then Fathi was saying that you took monies. And, you know, prior to that, we -- my dad -- Fathi requested certain documentation and we provided all those documentations that he asked. He wanted bank accounts. We gave him bank accounts for my dad. Wherever the bank accounts, we gave him power of attorney on our behalf to go ahead and do what he needs to do, and he still didn't stop and wasn't convinced that nothing was wrong.
Q. Excuse me, I don't mean to interrupt, but did you also give him a power of attorney to go and get your actual bank accounts --
A. Yes.
Q. -- in -- wherever they --
A. Yes.
Q. -- existed?

## WALEED "WALLY" HAMED -- DIRECT

A. Yes.
Q. Okay. Go ahead.
A. And the deal was to go ahead. We're going to sell the stores. We're going to get our half. Everybody goes his own way. And like Fathi said in the video, we're family and we want to stay family and so on.

At the end of the deal where my dad asked Fathi, Okay. Well, look, we need to finish with this. We need to buy peace or -- or get peace together, we can't continue doing this. And he offered -- Fathi said, I want two pieces of property. My father said, Yes. Fathi said, Look, it's not -- at the end of the day, he only accepted one.
Q. And where were those two pieces?
A. Those two pieces of property were -- were in Jordan.
Q. So the original deal was for two pieces -- your father said yes to a deal for two pieces of property in Jordan?
A. Yes, sir.
Q. Okay. And -- and after he said yes, Mr. Yusuf and your father talked some more?
A. Yes.
Q. And before the thing was over, Mr. Yusuf said, You don't need to give me two pieces, you just give me one

WALEED "WALLY" HAMED -- CROSS
parcel?
A. Yes.
Q. Okay. And did they shake on that?
A. Yes, they did.
Q. And did they say that's a deal?
A. Yes, sir.
Q. And that was it, it was over?
A. Yes.

MR. HARTMANN: Okay. I have no further
questions.

## CROSS-EXAMINATION

BY MS. PERRELL:
Q. Okay. I have a few questions.

So this meeting that took place, after they shook on it, the -- you said the two pieces of property that were originally discussed were both in Jordan?
A. Yes, ma'am.
Q. Okay. Mr. Yusuf's position is that the property that were discussed at this meeting with the three of you actually involved property in St. Thomas, that we refer to as the Tutu Park property. Not Tutu Park, just Tutu property.

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                                    Do you dispute that?
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A. Yes.
Q. Okay. So is it your testimony that there was no

## WALEED "WALLY" HAMED -- CROSS

discussion about the Tutu property at all during this meeting that you had -- well, that you were present for between Mohammad Hamed and Mr. Yusuf?
A. That's correct.
Q. Okay. After the meeting that took place in the afternoon, did you have an occasion to speak to Mr. Yusuf later that day back at the store?
A. Yes.
Q. Okay. Did you have an occasion to speak to him about the deal that you said was resolved? Was there any further discussions about the deal that afternoon, or that evening?
A. Well, like he said in his deposition, he came back and he said, No, Go back and tell your father $I$ want the other piece.
Q. Okay. So there was a conversation about that?
A. Yeah, that's what he told me.
Q. Okay. And in your mind, you understood "the other piece" to mean, the other piece that is a piece of property in Jordan?
A. Well, that's the only two pieces they discussed.
Q. I know. I'm just clarifying for the record.
A. Yeah.
Q. Okay. I mean, Mr. Yusuf is going to say it's a different piece, but your -- you understood Mr. Yusuf said

WALEED "WALLY" HAMED -- CROSS
to you, No, tell him I actually want the two, which was the original agreement, correct?
A. Yes.
Q. Okay. And your father had originally agreed to the two pieces?
A. Yes.
Q. Okay. That's not how it ended up, but that's what he'd agreed to earlier?
A. Yes.
Q. Okay. So did Mr. Yusuf say to go back and talk to your father about that?
A. He told me to go back and tell him.
Q. Okay. And did you do that?
A. Yeah, I told him.
Q. Okay. And what did your father say?
A. He said, Okay.
Q. Okay. And then did you come back the next day and tell Mr. Yusuf that your father had agreed to go back to the two-property deal?

MR. HARTMANN: Object.
A. No.

MR. HARTMANN: Go ahead.
Q. (Ms. Perrell) Okay. So your father had agreed to go to the two-property deal?
A. No.

WALEED "WALLY" HAMED -- CROSS
Q. That's what you just --
A. My father said, Okay.
Q. Okay. Was that an agreement to go to the twoproperty -- to do the two-property deal?
A. Nope.
Q. Okay. So --
A. That's not what $I$ gathered from what -- he just told me to go and tell your father, and that's exactly what I told my father.
Q. Okay. Well, why would he tell your father if you weren't -- I mean, the whole purpose of this 2- or 3-hour meeting was to reach an agreement, correct? The original meeting?
A. Yeah. And they did reach an agreement.
Q. Okay. And so then Mr. Yusuf went back and then says to you, No, go tell your father I need the two. And you said, Okay. I'll go tell my father, right? So you go and you tell your father that, --
A. Yeah, um-hum.
Q. -- correct?
A. Um-hum.
Q. Okay. And your father says, Okay?
A. Okay, but he didn't agree on giving him.
Q. Okay. So, at that point, did your father say, I do not agree to give him anything, or what did your

WALEED "WALLY" HAMED -- CROSS
father --
A. My father said, We had a -- we had a deal, and that's the deal, which is one piece of property.
Q. Okay. But earlier in the day, your father had already agreed to the two?
A. But the agreement, at the end of the day, shook hand for one.
Q. Okay. But it wasn't as if your father was -- when you go back and you said, Actually, it's going to be the two, that wasn't some -- you had already -- they had already been discussing those two properties already, correct?
A. Yeah. They discussed it, yes.
Q. Right.

And earlier in the day, your father had gone ahead and agreed to that earlier in the day?
A. Yes.
Q. Okay. All right. So when you saw Mr. Yusuf again, $I$ assume you saw him the next day; is that correct?
A. I'm not sure if it's the next day or the same day.
Q. Okay.
A. Could be.
Q. Soon thereafter?
A. Yes.
Q. Okay. You saw Mr. Yusuf. And did you report to him that you had, in fact, conveyed what he had asked you

WALEED "WALLY" HAMED -- CROSS
to, to Mr. Hamed?
A. Yeah. He asked me, I said, Yes.
Q. Okay. And did you tell him, My father does not agree?
A. I didn't tell him my father agreed or my father disagreed. I didn't tell him either. I said, I told him. That's it.
Q. Okay. So you understood that the purpose of the conversation was to reach a deal?
A. But they reached the deal.
Q. Okay.
A. When he walked out of that house, they reached a deal for one property.

Now Fathi reneged and went back and said, I want -- I don't want that deal anymore. I want the new deal. It can't happen that way. He can't have things according to whatever he says is right.
Q. Okay. So did you lead Mr. Yusuf to believe that after you spoke with your father that it was all right, that he had agreed to the two-property deal?
A. Absolutely not.
Q. Okay. But you said a minute ago that you didn't tell him he agreed or you didn't tell him he disagreed, you -- you just said that you said, I told him.
A. He asked me if I told him. I told him, Yes, I

## WALEED "WALLY" HAMED -- CROSS

told him. That's it.
Q. All right. And did you say, My father does not agree?
A. I didn't tell him anything like that. He asked me and I said, Yes, I told him. Did he ask me, Did he agreed? He didn't ask me if my father agreed. He asked me if I told him, and I said, Yes, I told him.
Q. So you were aware that Mr. Yusuf was extending a counteroffer, basically?
A. What counteroffer? The deal was already made. We shook hands.
Q. Okay.
A. We shook hands. They had an agreement and they left. So Fathi decide he wants to change the deal the following evening or the following day, why? They had an agreement. They had had a gentlemen's agreement, right?

And as a matter of fact, that gentleman agreement was fulfilled because if there was a deal for another piece of property, he would have signed for it, right?
Q. So when you came back and you spoke to Mr. Yusuf, you were aware that Mr. Yusuf was seeking to return to an amount or an arrangement that had previously been discussed, and an amount and agreement that your father actually had agreed to less than 24 hours earlier?

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WALEED "WALLY" HAMED -- CROSS

MR. HARTMANN: Object. Asked and answered.
Argumentative.
A. Ma'am, I told you already what was -- what happened, and I already stated what happened, and you want to go back, and he reneged on the first deal, all right? He had an agreement. They both shook hands on it. Then he changed it and -- or wanted to change it later on.
Q. (Ms. Perrell) Okay. But --
A. The first deal was signed and done.
Q. Okay. It wasn't signed. There was no paper, written agreement that says, This is what's going to happen, was there? A written agreement?
A. No, there wasn't.
Q. Okay. So isn't it true, also, that at the beginning of the day, the agreement was for two properties that your father agreed to it?

MR. HARTMANN: Object. Asked and answered and argumentative.

And if you ask it a third time, I'm going to instruct him not to answer. You asked him the exact same question twice now.
Q. (Ms. Perrell) You can still answer.
A. That's what happened and that's what the deal
was, --
Q. Okay.

WALEED "WALLY" HAMED -- CROSS
A. -- yes.
Q. Okay. So the deal went from two. And then Mr. Yusuf changed his mind and said, No, you know what, one is enough, right? And so Mr. -- the Hameds got the benefit of the fact that Mr. Yusuf had changed his mind, even though he'd previously agreed to the two, you also got the benefit of Mr. Yusuf reconsidering and deciding one was enough, right?

MR. HARTMANN: Object. Asked and answered and argumentative. You don't have to answer it a third time.

MS. PERRELL: It's a different question.
MR. HARTMANN: No, it isn't.
Q. (Ms. Perrell) Hamed got the benefit -- isn't it true that Mr. Hamed got the benefit of the change of the negotiation over the course of the day that ended up at one property, 'cause he'd already agreed previously to two properties? He got the benefit of that change of heart, Mr. Yusuf, right?
A. According to you, or according to Yusuf.

The deal was one piece of property. That's when we walked out of that house, it was one-deal property. That's all.
Q. So when Mr. Yusuf asked you the next day, Did you tell your father, and you responded, I told him, you're

## WALEED "WALLY" HAMED -- CROSS

saying to -- your testimony here is that you intended to convey to him that all you did was communicate the information, but that there was no change, even though that's what Mr. Yusuf was asking for? That's what you're saying you were trying to convey to him?
A. I wasn't trying to convey anything. He asked me a question, I answered it.
Q. Okay. But you didn't tell Mr. Yusuf that your father would not agree to the two properties, correct?

MR. HARTMANN: Object. Asked and answered.
Argumentative. He's already testified he wasn't a principal in the negotiation. You've asked him this now four times.

MS. PERRELL: Okay.
MR. HARTMANN: He wasn't the person
negotiating. He was communicating something that the two principal negotiators were talking about.

MS. PERRELL: I'm asking --
MR. HARTMANN: You've asked him four times.
MS. PERRELL: I am asking him what he
intended to convey when he made the statement, and I can ask him that question.

MR. HARTMANN: Ask it again.
Q. (Ms. Perrell) When you conveyed -- when Mr. Yusuf said, Did you speak with your father about the fact that he wanted to go to two -- go back to the two properties and you

WALEED "WALLY" HAMED -- CROSS
simply indicated, yes, you had spoken to your father.
That's correct, right?
A. Yeah, I told him.
Q. Okay. But you did not intend to convey to Mr. Yusuf, in that response, that your father had no intention of going forward with the two-property deal; is that correct?
A. He didn't ask me that. He asked me if I told him, and I answered back, and I said, Yes, I told him.
Q. Okay. So you never provided any further information to Mr. Yusuf?
A. He didn't ask me.
Q. Wow. All right.

Do you believe that Mr. Yusuf would have wanted to know what your father's response was to the question, I want to go back to the two properties?
A. You should ask Yusuf that, not me.
Q. I'm asking you, though. Do you believe --
A. I have no idea.

MR. HARTMANN: Objection. Calls for him to speculate --
A. I have no idea.

MR. HARTMANN: -- on the state of Mr. Yusuf's mind.
A. I have no idea. Question was proposed to me, I

WALEED "WALLY" HAMED -- CROSS
answered.
Q. (Ms. Perrell) Okay. The fact --

MR. HARTMANN: And, Counsel, can we go off
the record for one second?
THE VIDEOGRAPHER: Going off the record. The time is 2:29.
(Discussion off the record.)
THE VIDEOGRAPHER: Going back on the record.
The time is 2:30.
Q. (Ms. Perrell) All right. Have you ever told

Mr. Yusuf that Mohammad Hamed never intended to agree to go back to the two properties that was originally discussed the day before?

MR. HARTMANN: Object. Asked and answered.
Argumentative.
Q. (Ms. Perrell) You can still answer.
A. I have to answer?

Like I said, he asked me to deliver a message. I delivered the message. He asked me if I did. I said, Yes, I did.
Q. Okay. And you -- just to be clear, you never told Mr. Yusuf that your father did not agree to go back to the two properties; is that correct?
A. He never asked me that.

MR. HARTMANN: Object. Asked and answered.

WALEED "WALLY" HAMED -- CROSS

MS. PERRELI: It is not asked and answered,
Carl. I've asked him whether he ever said that to him.
MR. HARTMANN: Yeah, you asked him that like three times, Charlotte.
Q. (Ms. Perrell) Okay. But he's answering that he was never asked.

And my question is not whether you were asked, my question is, did you ever say to Mr. Yusuf, My father does not agree to go back to the two properties that we discussed the day before, that he does not agree to that?
A. If that's what -- if he asked me that, I would have answered it back then.
Q. Okay. So you've never told him that?
A. No.
Q. Okay. All right. With regard to the -- what was the second property in Jordan that was discussed on the afternoon meeting?
A. I think it was called Taberpour.
Q. The second one?
A. Yes.
Q. Okay. So which was the one that was conveyed, ultimately?
A. I really don't remember. Really don't remember which one.
Q. And you're absolutely certain that the Taberpour

## WALEED "WALLY" HAMED -- CROSS

property was the one that was ultimately not part of the deal?
A. I could be mistaken, but I know there was two pieces of property: The one of them was Taberpour; and there was another one --

MR. HARTMANN: Do you know where it was?
A. I -- I'm just -- I got a mind block. Sorry.

Maybe --
Q. (Ms. Perrell) The -- the agreement, as you understood it, which was to transfer one property, was it your understanding that that was an agreement that would resolve all of the outstanding issues between the partners?
A. Yes.

And it was an agreement also to go ahead and sell the stores or divide the stores up equally and everybody goes their separate ways.
Q. Okay. Are you aware, or were you ever present for a series of other meetings that took place in -- subsequent to this initial meeting that you had with Mr. Yusuf and your father?

MR. HARTMANN: Object. And direct that -the witness not to answer as a matter of privilege, if these are mediations you're talking about. Mediations are privileged and confidential. You can't invade them in a court proceeding.

WALEED "WALLY" HAMED -- CROSS

MS. PERRELL: Right. This was all pre-court proceedings and this was with the other members of the Arab community.

MR. HARTMANN: They were mediations.
Q. (Ms. Perrell) Okay. So -- but were you present for -- you want to call them mediations, I want to call them a meeting, okay? I mean, you had outside third parties present.

MR. HARTMANN: It doesn't matter. Whatever they are, they are privileged and confidential under V.I. law. You can't go into them.

MS. PERRELL: Okay. So you're not going to allow me to ask him any questions relating to those things?

MR. HARTMANN: No, I'll allow you. I'm telling you that it violates privilege and confidentiality for you to do so.

MS. PERRELL: Okay.
MR. HARTMANN: If you want to ask him the questions, go ahead.
Q. (Ms. Perrell) All right. Were you pre -- were you in certain meetings that occurred between you -- well, between Mr. Yusuf and Mr. Mohammad Hamed and other members of the Arab community to discuss resolving the issues between the two families?
A. There was a lot of meetings. Don't recall

## WALEED "WALLY" HAMED -- CROSS

exactly. My father really wasn't present in most of those meetings.
Q. Okay. So were you present, though?
A. Yeah. Fathi would go out there. He would have his little session with his little people. They're nice people. And then they would call me and say, Come over. Let's solve this.
Q. So as a result of that -- when did those meetings take place?
A. I don't have specific dates, but sometime after -probably after the middle of 2010 and on.
Q. Okay. Do you recall when the property -- you're not sure which property it was -- but the property in Jordan was transferred?
A. It was transferred in 2011.
Q. Okay. So these meetings that were taking place, took place before the transfer?
A. No, I would say probably after.
Q. Okay. So you said -- do you know when the transfer took place? I'm sorry if you just said that, I missed it.

MR. HARTMANN: He misspoke. You said 2010. That's what she's asking about.
Q. (Ms. Perrell) When did the transfer of the property take place?

WALEED "WALLY" HAMED -- CROSS
A. 2010. I mean, 2011, I think.
Q. Okay. And so these meetings --

MR. HARTMANN: The meetings were after that, is all she's asking.
A. Yes.
Q. (Ms. Perrell) I was asking when the meetings took place.

Did the meetings take place before the
transfer or after the transfer?
A. After.
Q. After the transfer?
A. Yes.
Q. Okay. All right. What is your understanding as to the arrangement for the half acre in Tutu? How it was to be purchased and owned?
A. We had -- I went over to St. Thomas. I think Yusuf and Willie was working on a half-acre access deal, access parcel to the nine-and-a-half acres that we purchased about -- several years ago to put a project -- a Plaza Extra project there.

Yusuf wasn't present for that -- for that closing, I was. I went over to St. Thomas. Took over the check. Did the closing on it with, I believe, Mr. Hank Smock, if I remember. There was an attorney there. We did the closing, me, Willie, and the attorneys. Paid them the

## WALEED "WALLY" HAMED -- CROSS

money. Got the title. And it was titled into Plessen Enterprises.

At the time, we were under the indictment and we -- once the feds found out that it was in Plessen's name, they said, No, no, no, no, you can't do that. You need to put it in United because United is under the federal indictment. So that's when the transfer happened back to United.
Q. Okay. And do you recall the time frame when that happened?
A. No.
Q. Okay. And just to be clear, you dispute Mr. Yusuf's contention that the resolution that he had reached with your father as to a limited number of claims he had involved the Tutu half acre or the Tutu property; is that correct?
A. Yeah, I disagree with him.
Q. Okay. All right. So are you -- do you have any knowledge of any communications between either yourself and Mr. Yusuf, or your father and Mr. Yusuf, related to the Tutu half acre or the 9.3 acres being transferred, in any way, to the Yusufs?
A. Well, down the road when -- after Fathi came back from Jordan after he followed my father to go ahead and do that document they did in 2011, he came back and the -- the

## WALEED "WALLY" HAMED -- CROSS

deal was, it's a complete disengagement. Complete peace out. Everybody divided. Everybody out of it. The stores as well. Anything that he has, whatever claims that he has in his head. It's a complete, complete everything.

Now, after he secure my dad's signature on
that document, he came back from Jordan and he brought me offer to the desk. And he says, I found more. I found 1.5 million. Where did this go?

Okay. I looked at it, and I said, in my head, What the hell is going on? That's what I said in my head. I thought we had a deal. You got the property. The property's transferred. We're going to go ahead and divide up whatever and we're done. He's asking me about stuff that's already closed. I said, You have all the documents. You see all the documents. We've shown you everything. We've given you everything and you're not satisfied. What is it going to take for you to finish all this? He says, I want another piece of property. I told him, Let me think about it. And that's when the Tutu acre came up.
Q. So when --
A. Not -- the Tutu property came up.
Q. Okay. And when you were talking about the Tutu property, or having this conversation with Mr. Yusuf, did you understand, when you said Tutu property, it encompassed both the 9.3 and the half acre, together?

## WALEED "WALLY" HAMED -- CROSS

A. I -- honestly, I don't exactly remember if it, but I know we have land in Tutu that we owned.
Q. Okay. Did you bring that discussion or this conversation that you had with Mr. Yusuf back to your father? 'Cause you said, Let me think about it, but as your counsel has pointed out, you are not the one to negotiate with Mr. Yusuf on anything. So did you take this back to your father?
A. My dad was sick at that time, and I'm not sure if he was there present at the time or not. I really don't recall exactly if he did. Maybe sometime down the road, but I don't recall exactly.
Q. So your father was present in -- in 2011 to do the transfer of the Jordan property?
A. In Jordan.
Q. In Jordan, right.

And did -- and you said this was shortly after that, this conversation you had with Mr. Yusuf?
A. In St. Croix.
Q. I understand, but it was shortly after this transfer that happened in Jordan, correct?
A. Some -- some months down the road. I'm not sure exactly. I think that happened in July, maybe. September, October.
Q. Okay.

## WALEED "WALLY" HAMED -- CROSS

A. Maybe August. I'm not sure.
Q. Okay. And so my -- I just -- so that I'm clear, you -- at or about the time that the conversation happened with Mr. Yusuf, within close proximity of time when you said, Let me think about it, did you ever go back to your father and explain that to -- explain what Mr. Yusuf had said?
A. I don't -- don't remember, or I don't recall exactly if I did. I didn't -- like, I didn't like the initial deal, but I respected my father's wishes. And for him to go ahead and give him the property, I disagreed with it. I, personally, disagreed. And when I see Fathi, he want another piece, and another piece, I disagreed with that. And, you know, for me not to sit there and argue with Fathi or anything, I just told him, I'll think about it.
Q. So you didn't convey the message?
A. I don't recall if $I$ did or $I$ didn't. Maybe I did at one time, but I don't think my dad was around that time for me to go ahead and convey or tell him that at that time.
Q. Did you speak with your father on the phone, even though he might not have been here?
A. No, I don't think I spoke to him on the phone.
Q. No, I'm just asking in general. Did you not speak to your father on the phone? Did he have to be present for you to speak with your father?

## WALEED "WALLY" HAMED -- CROSS

A. Who? What? I don't understand the question.
Q. You. Did you -- when you said your father wasn't here in St. Croix, so, therefore, you didn't speak with him relating to this conversation. And my question is, did you speak with your father on the telephone at all at the time that he was in Jordan?
A. I don't think so. I don't remember.
Q. Okay. You would agree with me that in 2011, that it was Mohammad Hamed, your father, to the extent there was any negotiations that needed to happen, that it would be Mohammad Hamed who would need to negotiate with Mr. Yusuf, correct, not you?
A. That's correct.
Q. And that as your attorney has already pointed out, that you were the messenger between the two, correct?
A. Yes.
Q. Okay. So would you agree with me that not conveying to Mr. Mohammad Hamed a proposal that was provided by Mr. Yusuf, you weren't properly conveying the message that was requested, correct?
A. Shoot me. I mean, really, you got this man telling me all -- he's accusing us left and right of everything. And then every -- every day, it depends on the flavor of the day, he changes his mind, and I'm supposed to take him on.

## WALEED "WALLY" HAMED -- CROSS

When we provided every single thing so we can accommodate the things that he has in his head, okay? Power of attorney, everything, and then you're telling me that he wants a second and third piece of property.
Q. So with regard to the -- did you ever have any subsequent conversations with Mr. Yusuf about conveying the 9.3 acres or the Tutu half acre that was already in United's name, other than the conversation you just described?
A. I -- I don't recall, no.
Q. Okay. When did it become clear to you that the deal that you indicate you thought was done was not a comprehensive resolution of the claims between the two families?
A. I believe that's when Fathi came back, and he start questioning or start looking, bringing up new materials, so-called new material and he's saying that he wants more property and more property.
Q. I'm just trying to get the timeline on this, okay?
A. Um-hum.
Q. So you had a conversation with Mr. -- let's go back in time.

You had a conversation with Mr. Yusuf within 24 hours of the handshake deal that you understood was a final resolution of all matters, right?
A. Yes.

## WALEED "WALLY" HAMED -- CROSS

Q. And you -- at that conversation, Mr. Yusuf says, No, I want to go back to the two. Okay. We're not going to revisit all this.

Subsequent to that conversation, when is it that you believed that the -- there was no deal to resolve everything?

MR. HARTMANN: Object. Asked and answered.
A. I think after Fathi secured my father's signature on a document to transfer the first property that he made a deal with my dad, and that was sometime in 2011.
Q. (Ms. Perrell) Okay. So even though 24 hours after the handshake, Mr. Yusuf says to you, I actually want to go back to the two properties, in your mind, that didn't change anything?

MR. HARTMANN: Object. Asked and answered. Counsel, move on. I'm -- I'm just going to tell him not to answer anymore.

MS. PERRELL: No, no. I'm asking --
MR. HARTMANN: You don't have to answer this anymore.
Q. (Ms. Perrell) There's a point in time in which he says he does not believe that the deal was the deal. And you said that you don't believe that the deal was what you thought it was after they came back from the Jordan transfer, is that -- I think that's what you just said?

WALEED "WALLY" HAMED -- CROSS

MR. HARTMANN: And then you've asked him whether --

MS. PERRELI: And I'm asking him --

MR. HARTMANN: -- when he got back, and he said, Yes, Mr. Yusuf then started asking him for more property.

MS. PERRELI: Right.

MR. HARTMANN: And you said, Was that in a bunch of meetings, and he said, Yeah, that was in a bunch of meetings.
Q. (Ms. Perrell) Okay. And I'm trying to ask, didn't -- it didn't occur to you in that subsequent conversation that you had back when Mr. Yusuf says, I want to go back to the two properties, that somehow the deal wasn't complete?
A. In my mind, no, I think the deal was complete. They shook hand on it and subsequently they went and my dad signed a document to -- transfer document for the property.
Q. Okay.
A. And he accepted that.
Q. Okay. So when Mr. Yusuf talks to you about the Tutu property, did you ever convey to any of your siblings that the deal we thought we had to resolve all of this is no longer viable, or is not happening?

MR. HARTMANN: Object. That assumes facts

## WALEED "WALLY" HAMED -- CROSS

not -- they did have a deal. You -- you keep saying that there wasn't a deal. He said there was a deal. He's testified to it four times now.
Q. (Ms. Perrell) Okay. Carl, I thought that he -let me just ask the question.

I thought that you just testified -- I asked you, when did you think that this was not -- that there wasn't actually a -- that -- that there was no longer this would have resolved it all, and you said, When we came back, and Mr. Yusuf says to me, Now I want the Tutu property. In your mind, that's when you understood, Okay. Well, wait a minute. I thought we were done, and I think that now this may not be the case.

And I'm asking you -- I know you didn't convey that to your father -- I'm asking you, did you ever convey that belief to any of the siblings?
A. It's possible. I'm pretty sure we discussed many things, and this is over what, 9 years, 10 years, 8 years. I mean, --
Q. Okay.
A. -- there's a lot of things that happened between 2010, '11 and so on. I mean --
Q. Okay. Well, I mean, at some point, you realized that there hadn't been a deal, correct?

MR. HARTMANN: No, no. Object.

WALEED "WALLY" HAMED -- CROSS

Argumentative. He said there was a deal. And what you want to ask is, At what point did you realize Mr. Yusuf breached his deal and wanted a whole new deal? So answer that question. When did you realize he reneged on the deal?

MS. PERRELL: No, I object. This is my part of the --

MR. HARTMANN: Okay.
MS. PERRELL: -- deposition. If you want to cross.

MR. HARTMANN: Then I -- I will object to argumentative if you keep asking him the same question over and over.
Q. (Ms. Perrell) All right. When you filed this lawsuit in September of 2012, did you have a belief that the partners had reached an agreement, or did you -- as to a resolution of all the issues between them, or did you believe that it was an issue that needed to be resolved in the courts?
A. That's why I filed a lawsuit. That's why I filed a lawsuit, because there was no resolve. Excuse me.
Q. Okay. Do you have an opinion as to the ownership of the Tutu half acre?
A. What you mean by --

MR. HARTMANN: Object, because --
A. Sorry.

WALEED "WALLY" HAMED -- CROSS
Q. (Ms. Perrell) Let me -- let me rephrase that. Are you making a claim on behalf -- are you claiming that the Tutu half acre is owned by the partnership, or is it owned -- do you know, if it is owned separate from the partnership by United, meaning Yusuf United?
A. It's not -- it's not -- it's definitely not United's. It's owned by the partnership.
Q. Okay. (Respite.)

Did you -- are you making a claim to undo the transfer that occurred in Jordan?
A. I think that's in a different district. Different everything. I don't know. I really don't know how to answer that one.
Q. Well, but I'm -- I'm trying to understand.

On what basis would you contend that the transfer in Jordan wasn't proper?
A. Because we haven't been able to -- how to assert that it was transferred.
Q. Okay. You said at the -- at the early meeting that you had with Mr. Yusuf, yourself, and your father, that part of the deal was that the parties were going to sell the property -- I'm sorry. Sell the grocery store operations and everyone go their separate ways; is that right?

## WALEED "WALLY" HAMED -- CROSS

A. Yes, ma'am.
Q. Okay. What efforts were undertaken to effectuate that or to -- to go forward with that? What was the next step that you understood was going to happen after you leave that day?
A. Mr. Yusuf would start the process.
Q. Okay. And so did -- and -- and what did you understand was going to happen?
A. I don't know. The attorneys or accountants or whatever it is they're going to do, they're going to do.
Q. Okay. And did you see anything that occurred that -- that started to effectuate that part of the arrangement?
A. No, I didn't. I didn't.
Q. Okay. Did you raise that issue with Mr. Yusuf?
A. I think everything. There was so much was going on that time. And my dad, prior to that, he just came back from the hospital, I think. It was during -- during some really tough time for the family. Trying to coordinate with my dad. He had to go back to the hospital before he took his trip. And then my dad went to -- to a wedding, my niece's wedding. And then right after that, Fathi just followed him, and they did it over there. So there's a lot of -- there was a lot happening. There was a lot happening at that time.

## WALEED "WALLY" HAMED -- CROSS

But I expected after he came back that we start the process, but rather than starting the process, he started the stuff all over again.
Q. Okay. What was the -- do you have any -- and I'm sorry if you have answered this. This is not an attempt for me to ask you a question yet again. The question $I$ have is, is how long between the time that you had this meeting, the three of you and the transfer of the property? I apologize if I have asked that before. Was it months or a year?
A. No, definitely not a year, really. I, really, it's not here.
Q. So if the transfer of the Jordan property was in 2011, midyear, July of 2011, how many months before that would you say this conversation took place, if you can?
A. It's in 2000 -- 2011, maybe. It's right after -it was after the -- it's maybe within a couple months --
Q. Okay.
A. -- prior.
Q. Okay.
A. Yeah.
Q. So earlier in 2011?
A. Yes.

MS. PERRELL: Okay. All right. I need a quick break, but I think that I might be done with my questions from him. So can we take just a two-minute break?

WALEED "WALLY" HAMED -- REDIRECT

MR. HARTMANN: I only have a couple questions. Do you want to hear those before?

THE VIDEOGRAPHER: Going off the record. The time is 2:58.
(Short recess taken.)

THE VIDEOGRAPHER: Going back on the record. The time is 3:03.

MS. PERRELI: I have no further questions subject to potential re -- recross.

MR. HARTMANN: Okay. At this time, I'd like to go off the record and suspend this deposition.

THE VIDEOGRAPHER: Going off the record. The time is 3:03.
(Discussion off the record.)

THE VIDEOGRAPHER: Going back on record.

This is the sealed portion of the deposition. The time is 3:04.

## REDIRECT EXAMINATION

## BY MR. HARTMANN:

Q. Okay. Mr. Hamed, you were asked questions about meetings that you had with a bunch of other people to try to solve this.
A. Yes, sir.
Q. Okay. And you said that they occurred after you came back and transferred the one parcel, right?

## WALEED "WALLY" HAMED -- REDIRECT

A. Yeah, after my father and Fathi, yeah.
Q. And when you came back and after you transferred the one parcel, you still thought you had a deal because you had delivered the one parcel; is that correct?
A. Yeah, we delivered the one parcel.
Q. And were you called in to a -- a series of -- of mediations where various members of the community and -- and religious people acted as the mediators to try to reach settlements?
A. Yes, sir.
Q. Okay. I'm now going to hand you what's been marked -- Exhibit 14?

MS. PERRELL: Yes, I think so.
Q. (Mr. Hartmann) Fourteen.
(Deposition Exhibit No. 14 was marked for identification.)

I'd ask you to look that over --
A. No, that's a duplicate.
Q. -- and ask you if you've ever seen that before?
A. Fourteen?
Q. Yes.
A. Yes, sir.
Q. Okay. And what do you understand that document to be?
A. That's an affidavit of Mohammad Hannun.

## WALEED "WALLY" HAMED -- REDIRECT

Q. Okay. And when did you find out about this document?
A. Couple weeks ago, I guess.
Q. Okay. And do you know when your lawyers found out about it?
A. Same. Probably on the same time.
Q. Okay. And I'd ask you to turn over in this affidavit to Page 3 of 4, Paragraph 19. And I'll read the paragraph into the record and then I'll ask you some questions.
"We called Wally" had -- Wally. Excuse me.
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 (and he) 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, 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."

Do you see that section?
A. Yes, sir.
Q. Do you remember that meeting?
A. Yes.

## WALEED "WALLY" HAMED -- REDIRECT

Q. Okay. Tell me what happened in that meeting.
A. I -- I was called, I believe, into Food Town, that's where they had, I guess, a meeting session. Prior to that, Fathi has had -- sitting down with the good folks over there. They came to some conclusion after hours and hour of talking to him and all that. And they called me over and they put a lot of pressure on me. I didn't agree to it, but -- but they put a lot of pressure. A lot of pressure just to get -- get this over with. Done with it, so I agreed to --
Q. You agreed to what?
A. To a second piece of property.
Q. That was the second piece in Jordan, the one that Mr. --
A. Yes.
Q. Okay. So -- so in -- now, when you said they put a lot of pressure on you, was this -- were they threatening to beat you up, or was this moral pressure by community leaders?
A. It wasn't threatening things. It was just moral pressure as far as -- because they are the elders in the community, in our community, and we, you know, we have to respect and honor them.
Q. And did you understand this to be a mediation where they were trying to help you understand?

## WALEED "WALLY" HAMED -- REDIRECT

A. Yes.
Q. And him understand?
A. Yes.
Q. And were you trying -- were the negotiations for the purpose of settling a contested claim?
A. Not the contested -- contested claim.
Q. Well, a claim between two parties?
A. Yes, yes, yes.
Q. All right. And -- and at the conclusion of this thing, did you once again agree to a two-parcel property deal?
A. Yes, yes.
Q. Okay. Now, how come you didn't call up your father and okay it with him at that -- this time?
A. Because my father gave me the authority to act on his behalf.
Q. Okay. And why did he do that? Why did this time, in particular?
A. Because he was sick.
Q. Okay.
A. He was sick.
Q. What did he have?
A. He had cancer.
Q. Okay. And was he being actively -- as soon as he got back from Jordan, did he start being actively treated

## WALEED "WALLY" HAMED -- REDIRECT

for cancer again?
A. Yes, sir. Yes.
Q. And did he become so debilitated that he wasn't eventually able to do things like this?
A. Yes, sir.
Q. Okay. And did he eventually die from that cancer?
A. Yes, sir.
Q. Okay. And so you went into a meeting and they asked you stuff. And so finally after being berated by the local pooh-bahs, you said, Okay. Fine. I'll give you the second piece in Jordan; is that correct?
A. Yes, sir.
Q. Okay. And were you happy about that?
A. Definitely not, but there was so much pressure exerted, and just to get it over with. My dad was sick. We -- Fathi always threatening that we have nothing in our names and he's going to take everything.
Q. Okay. So -- so at the end of that, you shook hands. And now for the second time in 2011, you had a two-parcel-in-Jordan deal; is that correct?
A. Yes.
Q. Okay. And you went home and you thought to yourself, Thank God, this is all over, right?
A. Yes, sir.
Q. Okay. And then what happened?

WALEED "WALLY" HAMED -- REDIRECT
A. The flavor changed.
Q. Did the phone ring?
A. Yes, sir.
Q. And who was on the phone?
A. Mr. Hannun.
Q. And what did Mr. Hannun tell you?
A. That there's no deal. There's no deal. Fathi wants this and Fathi wants that.
Q. And what, specifically, did Fathi want this time?
A. Fathi wants a third piece.
Q. Let me finish asking the question.
A. Fathi wants a third piece.
Q. And what third piece is that?
A. Oh, St. Thomas, Tutu.
Q. Okay. So now he wants a third piece, which is St. Thomas, Tutu.

And what do you say to Mr. Hannun?
A. I told --
Q. Who is who? By the way, who is Mr. Hannun?
A. Mr. Hannun is my uncle and Mike's uncle.
Q. Okay.
A. He is Fathi's brother-in-law and my father's brother-in-law.
Q. So he's -- he's a relative of both of you. He sat in the meeting. He's watched you shake hands, right?

## WALEED "WALLY" HAMED -- REDIRECT

A. Yes, sir.
Q. He's heard Fathi Yusuf say, We have a deal.

You've left believing you have a deal. And then Mr. Hannun called you up and told you, you have no deal, right?
A. Yes.
Q. Okay. And what did you say to Mr. Hannun?
A. I told him, No deal. I'm not going to agree to one property. I'm not going to agree to two properties. I'm not going to agree to three properties. I'm done.
Q. And why wouldn't you -- why did you tell him you wouldn't give him the third property?
A. Because he's always changing his mind. He can't -- can't agree onto one thing. I mean, it's just -it's more and more. You give him one, you give him two, you give him three. What's the end? What's going to be it? Is there going to be more? Going to be the fourth, the fifth, the sixth?
Q. Okay.
A. Until what?
Q. And -- and at that time, when you were in this meeting with Mr. Hannun that he speaks of, when they asked for the third parcel, which was the Tutu parcel, and you said no to that, now to the -- to the renegotiation of the renegotiation, did you still think you had a deal with Mr. Yusuf for a fair splitting up of the stores and

WALEED "WALLY" HAMED -- RECROSS
everything?
A. No, sir.
Q. And how many times did you think you agreed to that deal already?
A. Several times. MR. HARTMANN: Okay. I have no further questions.

## RECROSS-EXAMINATION

BY MS. PERRELL:
Q. All right. I just have a follow-up on that. Can I direct your attention to Paragraph 18?

Let me read that into the record. This is the same affidavit of Mr. Hannun.
"By the time of the first meeting to mediate,
it was my understanding that the Hameds had agreed to turn-over two properties to Mr. Yusuf, for what he had discovered so far: \$1.4 million, for the $\$ 2$ million transfer, including the $\$ 700 \mathrm{~K}$ that Mohammad Hamed agreed he received for the Batch Plant, and to cover what was spent on" Wally's -- "Waleed's gambling habit."

Do you see that?
A. Yes.
Q. Okay. So going into this meeting, would you dispute it if Mr. Hannun testified that it was his understanding going into this meeting that the original deal

WALEED "WALLY" HAMED -- RECROSS
was actually for -- as he describes here in Paragraph 18? Do you dispute Paragraph 18, I guess, is the easiest way to ask?

MR. HARTMANN: Object. Compound. Could you re-ask the question? You asked two completely separate questions. First you asked whether Mr. Hannun believed it, which he could have believed it from Mr. Yusuf --
Q. (Ms. Perrell) My question is, do you dispute what Mr. Hannun has stated in his affidavit at Paragraph 18?
A. According to this, this is Fathi's words, man, because we -- the way he's saying two pieces of property discovered so far, because that's not the agreement we had.
Q. So you dispute Mr. Hannun's statements that are set forth in Paragraph 18?
A. That doesn't sound right to me.
(Respite.)
Q. Okay. Paragraph 20 indicates that there were other meetings to discuss splitting up the business in Paragraph 20, do you see that?
A. Yes.
Q. All right. So after you had this meeting, in which Mr. Hannun was present, were there subsequent meetings where you're still talking meeting splitting up the business?
A. I think that probably within this particular

WALEED "WALLY" HAMED -- RECROSS
meeting, there was discussion about that. And we probably had maybe one or two after that before the end of the year.
Q. Okay. So wouldn't it be fair to say after you left this meeting, because you had subsequent meetings to discuss how to resolve certain things, that you believe that there was still discussion about how to resolve it all, and you were still discussing it?
A. No, ma'am.
Q. Okay.
A. When I left this meeting -- when I left this meeting, it was a done deal. Just like when we left that meeting earlier in the year, it was a done deal. Now we have another meeting with maybe 7-8 adults in the community, and I get a call there's no deal, because he changed the flavor.
Q. All right. And just to be clear, it's your understanding that when there was a discussion of what is called a third property, that it's your belief that the third property relates to the property in Tutu, the 9.3 and the half acre; is that correct?
A. It was Tutu. Whether it was the -- like you say, half acre, 9.3, I know it's St. Thomas property.

MS. PERRELL: Okay. All right. I have no more questions.

## WALEED "WALLY" HAMED -- REDIRECT

## REDIRECT EXAMINATION

## BY MR. HARTMANN:

Q. I would like you to look at Paragraph 21 there. I'll read it into the record and then ask you a question.

Paragraph 21 says, "Finally, at one of 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" about "he would not do" -- "and he would not do any more searching for monies he did not know about."

So, whether it was at that particular meeting with Hannun, or at some other point, there finally came a point where he said there was going to be no settlement unless there was a third parcel; is that correct?
A. Yes, sir.
Q. And you didn't accept that, right?
A. I didn't accept that, no.
Q. And that's reflected in 20 -- Paragraph 22 here?
A. Twenty-one.
Q. Mr. Yusuf -- after you said no to the third parcel, he "said he cannot work with the Hameds and that they still had to sell the business and to divide the business and go their separate ways."

Was that the end result of all of these negotiations after you rejected that third parcel?

FATHI YUSUF -- DIRECT
A. Yes, sir.

MR. HARTMANN: Okay. I have no more questions.

MS. PERRELL: I have no questions.

MR. HARTMANN: Okay. We can go off the sealed deposition and if --

THE VIDEOGRAPHER: Going off the record, the sealed deposition. The time is 3:18.
(Discussion off the record.)

THE VIDEOGRAPHER: Going back on the record. The time is 3:18. This is the conclusion of the deposition, and the time is 3:19.
(Short recess taken.)

THE VIDEOGRAPHER: This is the continuation of the deposition of Fathi Yusuf. The time is 3:23.

## FATHI YUSUF

DIRECT EXAMINATION

BY MR. HARTMANN:
Q. Good afternoon, Mr. Yusuf. I have only one question for you. Actually, it's two questions.

The first one is, do you recall being in the deposition of Mohammad Hamed on the 31st day of March, 2014? Do you remember, in Adam Hoover's office, do you remember being at Mr. Hamed's deposition?
A. I don't understand the question.

FATHI YUSUF -- DIRECT
Q. Do you -- we took -- a long time ago in 2014, we took Mr. Hamed's deposition.

Do you remember being there?
A. I believe. I believe so. Yeah, I believe so.
Q. Okay. And do you remember him testifying about this deal, the one that we're talking about here?
A. Who we're talking about?
Q. About the --
A. Who?
Q. -- the two parcels?
A. Wally or his father?
Q. Mr. -- Wally's father.
A. Oh.
Q. Mohammad Hamed.
A. Okay. Let me see.
Q. Okay.
A. I remember where I seen him in the deposition, yes.
Q. Okay. And do you remember that in his deposition, he testified that originally, you asked for two parcels in Jordan?
A. Never in Jordan, sir. It's always one in Jordan and one at Tutu Park.
Q. Okay. But you were at the deposition, right?

I'm now going to show you a small part of a

FATHI YUSUF -- DIRECT
transcript.
A. Okay.
Q. The video --
A. Yeah.
Q. -- of Mr. Hamed testifying. (Respite.)
A. What is that?

MS. PERRELL: I don't think it's playing.
MR. HARTMANN: I didn't hit the play thing.
Wally, do you want to go outside for this?
MR. WALEED HAMED: No, that's fine.
(Video played.)
Q. (Mr. Hartmann) Could you hear that, sir?
A. Not really.
Q. When the translator says for two pieces in Jordan, that's what I want you to listen to.
A. Never. I don't care what he said.

MS. PERRELL: Just --
(Video played.)
Q. (Mr. Hartmann) Okay. So do you remember him testifying? I know you don't agree.
A. I believe he mean to say I ask for two in St. Croix -- one in St. Croix -- St. Thomas and one in -- in Jordan.
Q. Okay. But you were there when he said two in

FATHI YUSUF -- DIRECT

Jordan?
A. Excuse me, let me please finish, please.

Only for what I discover. And he say, What
do you want? I say, I will take one piece, such a such a piece in Jordan. 310, Plot 310 Taberpour. And the second one by Tutu Park. He say, You can have them.
Q. I'm not asking that question, sir.

I'm asking simply if you were at the
deposition --
A. Um-hum.
Q. -- and whether you heard Mr. Hamed say the deal was that you were originally asked for was two parcels in Jordan? Did you hear him testify to that?
A. Not at the same time, sir.

After the two, I discover more item. Then the third time -- the second time, I asked for a piece in Jordan.
Q. Okay. I have no further questions.
A. This is how it happened.
Q. Okay. Thank you.
A. I never asked for two pieces in Jordan at the same time. At the very beginning.
Q. Okay. I do have one more question.

Did you -- did -- at some point, did you ask
for an appraisal of two parcels in Jordan?

FATHI YUSUF -- DIRECT
A. I want about it the way it happened.

I said, Give me two pieces of property; one in Jordan and one at Tutu Park. He say, You can have them.

After that, you know, I feel we're friend.
We're family. And the man being very gentle, I say, No, one is enough.

When I went to the office, less than half an hour, I hit the store and I find out -- go back through what Mr. Mohammad told me, it end up to be untrue. None of what he told me is right. I get angry, and I went to his son, Wally, and say, Wally, do me a favor. Tell your father I have to have the second piece. All I'm discussing is two pieces. The two pieces in Tutu Park, we always call it one piece, and the one in Jordan.
Q. Okay.
A. And that's it. Now --
Q. Wait, wait.
A. Allow me, please, to continue.
Q. Wait, wait. Before you go on, move to strike.
A. Shoot me then.
Q. Move to strike.
A. I want to continue my -- my statement.
Q. Your lawyer is going to get to ask you questions. You'll get to tell your whole story.
A. Should I stop?

FATHI YUSUF -- DIRECT

MS. PERRELL: Yes.
A. Okay.

MS. PERRELL: He's only asking you certain --
Q. (Mr. Hartmann) I'm only asking you a simple question.
A. Uh-huh.
Q. At some point, did you write over to your lawyers or appraisers in Jordan and ask for them to approve two -to appraise two pieces east of property in Jordan?
A. No.
Q. You didn't? Okay.
A. No --
Q. So I'm going to show you Exhibit 15, which your lawyers have told the Court --
A. Yes.
Q. -- is an appraisal that you got done --
A. Yes.
Q. -- of two parcels in Jordan.
A. Yes.
Q. Okay. So you did?
A. Apple is apple, oranges is oranges.
Q. Okay.
A. This two-piece -- two pieces of property in Jordan have nothing to do with this deal whatsoever.
Q. Okay.

FATHI YUSUF -- CROSS
A. Is absolutely two separate property that when Mohammad Hamed have to give me back my half, we forget it. He did not transfer it to my half. And then I ask him to give me an appraisal on two separate property have nothing to do with the deal whatsoever.

MR. HARTMANN: Okay. I withdraw the exhibit.
I have no further questions.
A. It's different number completely.

MR. HARTMANN: Okay. CROSS-EXAMINATION

## BY MS. PERRELL:

Q. All right. Mr. Yusuf, you've heard the testimony that's happened today.
A. Yes.
Q. Tell me what you remember about the meeting that took place between yourself, Wally Hamed, and Mohammad Hamed, in the afternoon at their house.
A. I went and -- see, we were supposed to send \$1 million -- I want to go from the beginning -- to try to have some kind of work for -- to employ some unemployed people. In substitution with the money we used to send from the water, sometime we late, they making noise, why you don't send the money? I told Mr. Mohammad, Look, our people is getting lazy, man. They don't want to work. They start to wait for the fund. Let's give them lump sum and give them

FATHI YUSUF -- CROSS
some pressure to work where they can help the community. He said, What do you want to do? They say, according to our law, we supposed to come up with two-and-a-half percent of our net worth annually and we have their money. He say, What do you mean, want? I say, Can we send $\$ 1$ million to build a batch plant in Jordan? He say, Okay.

Then I told Wally, Do me a favor, Wally. Go to St. Maarten and transfer $\$ 1$ million to your father. And I done.

And after that, we have the raid. There's no communication with the people at the batch plant. And one day, I went to Jordan, and the two people that we put them to manage the batch plant, came to me and say, We need money. I asked him about work and they tell me work is good, but we short of money. I say, What you mean, you're short of money? I send you a million dollar. How come you short of money? I say, What do you want the short of money for? He says he lose a lot of business because we don't have a concrete pump to provide the service when -- when it's needed. I said, But we send you a million dollars, man? That's not enough? They say, No. All we have is 700 . You know, I didn't take it any way, because I never asked Mohammad how much money you gave them. My impression, it was a million dollars and should have a million dollars.

Then when I met Mohammad, I asked him, how
much did you give these people? He said, seven fifty. I think he said seven fifty. Yeah, seven fifty. I think Wally gave them is less than 700. What he give them is less than 700. I says, But -- but they say all you give them is this. And he say, I give seven fifty. And when I -- when I told him I think it was 700, he scratch his head, and he said, I spend the money on something else.

I still, you know, the man maybe forget or something. Something like that. Until we have the raid. When the raid came, I look. Mohammad Hamed, where is located in Jordan, $\$ 2$ million. Hey, I'm not aware of no \$2 million. All I know is a million dollars I told Wally to send. And I been confirmed by the people, the two manager in the batch plant, it's 700. Mr. Mohammad, he said, No, no, no, I give him seven fifty. So there's a lot of confirmation I have. I told him to send one million. The people receive the money, they say 700. Hamed say, I give seven fifty. I said, What -- these people received 700. What did you do with the seven fifty? With the 50,000, you know? He scratch his head and give all -- all kind of excuses. I accept it and I let it go.

Then, that's before I received the FBI
report. I look at that. When I see the 2 million, I get upset, really upset. Now I start to look at Mohammad Hamed and his son completely different to what I thought.

Okay. I came. Approach Wally.
Q. So you -- okay. Go ahead.
A. I approach Wally and I say, Wally, here is the document. It's \$2 million your father send, and I told you to send a million. Why you send two? He say, No, I never sent. I never -- I sent a million. And the bank have to be making a mistake. I say, Wally, can't be making a mistake with a million dollars. And it's your father account number in Jordan, in West Bank, and your father address, and your father full name, and I know the bank. They don't make mistakes like this. He kept insisting. I say, Look, Wally. I make a bargain with you. Prove to me that the bank deliver the one million to your father, and for that, the bank make a mistake. So he can't get no way from our -- my offer, because he admit the million. Your father say seven fifty. The batch plant is 700. At least prove to me what you say you sent. For me to say the bank don't know what they doing, you have to prove the bank -- 'cause they went through the same bank.
Q. Okay. Mr. Yusuf, what happened at the meeting that you had with Wally, Mr. Hamed and yourself?
A. Then I decided after giving Wally to think over about a week, he don't want to admit.
While I am searching, I find one million four
came in transfer to the Bank of Nova Scotia to -- I think to

FATHI YUSUF -- CROSS

16 Plus or to Plessen Enterprise, I'm not remember to whom. And I say, Wally -- I was in St. Thomas. Always in

St. Thomas. He call me, and I say, Open up account and put what's sitting in the account.

And in about less than 2 minutes, Wally
called me and say the bank refuse to open up account for us.
I say, Why, Wally? He said, because we did not do the paperwork. We're not register with the government. We have nothing to prove there's a company exist. I say, Then put it in United, and I hung up the phone and I never check it. Never. Just to show you how much I trust Wally and Wally father and I never thought something will go wrong.
Q. Okay.
A. A million four hundred.
Q. Mr. Yusuf, we've got limited time today, so can -so what happened? So go to the meeting. The meeting you had.
A. The meeting I told you.
Q. Right. No, what happened at the actual meeting that you had with --
A. I told him about the 2 million.
Q. Okay.
A. And the story of the batch plant.
Q. Right.
A. And the one million four.

FATHI YUSUF -- CROSS
Q. Okay.
A. He say, What do you want?
Q. Who said, What do you want?
A. Mohammad Hamed.
Q. Okay.
A. He say, Give me the property in Jordan and the two property at Tutu Park and we settle that.
Q. Okay. Stop.
A. But Mr. Mohammad, I want you to know, the settlement only cover what I discover so far.

Now, I have all the right to accuse these people, they're not straight. So I will take it as a settlement in exchange of the 3.4 ; the 2 million and the one million point 4. Because the property, Tutu Park, I purchased for $\$ 1$ million. And the half acre, three thirty. That's one million three. And the property in Jordan is about one million one, one million two. So it's a total of like two million something.
Q. Mr. Yusuf, I'm going to ask a question: The property in Jordan that you were discussing at this first meeting, --
A. Yes.
Q. -- what is the -- which property is that?
A. It's in Jordan. It's a land, empty land. It's zoned residential.

FATHI YUSUF -- CROSS
Q. Is it the Taberpour or whatever property?
A. It's 310 Taberpour.
Q. Okay.
A. 310 Taberpour.
Q. Okay.
A. And --
Q. At that meeting, did you guys discuss at all any other Jordan properties?
A. No.
Q. Okay. All right.
A. No. The Jordanian property is just --
Q. Did Mr. Hamed agree --
A. Excuse me, may $I$ just mention something --
Q. Yes.
A. -- before?

That appraisal is just 2 years ago, based on my request, because $I$ find there's three, maybe two or three property then when we transfer. Now, look, one day I have property, but the FBI, I sold the property I own.
Q. Okay.
A. And I bought the property from Mohammad Hamed with the same money because the proceed is mine and his. I don't want to interfere with any more property. I put everything in his name.
Q. Okay.

FATHI YUSUF -- CROSS
A. Now when I --

MR. HARTMANN: Mr. Yusuf, when your attorney raises her hand, you've got to stop and let her ask her next question, okay?
Q. (Ms. Perrell) Yeah, let me ask the next question, okay?

So at -- you were talking about the meeting.

You were talking about that you discussed the Jordan
property and then you discussed the Tutu property, the half acre and the 9.3.
A. Yes.
Q. And did Hamed agree to do that?
A. Yes.
Q. Okay. And then before?
A. I told him --
Q. Wait. Before the day ended, did you discuss it further?
A. Yeah, at the meeting, I say one is enough.
Q. Okay.
A. I respect him. The old man is about 10-15 years older than me and $I$ respect him a lot. And, you know, he's the father-in-law of my two daughters. I say, Hell with it. I still own half of it. I drop it. But unfortunate, when I get to my office, every word he tells me is a lie.
Q. Okay. Let me -- before you --

FATHI YUSUF -- CROSS
A. I'm sorry to say this, --
Q. Okay.
A. -- but that's the fact.
Q. Before you go to -- when you get back to the office, $I$ want to stick to at the meeting, you said, I'll only take one. Which?
A. The one in -- back home.
Q. The Jordan Taberpour --
A. Yes.
Q. -- property? Okay.

And everybody understood that was the one that you were going to take?
A. Up to the time I left Mr. Hamed.
Q. Okay. And Mr. Wally was present?
A. And Wally was present.
Q. Okay.
A. We both left.
Q. Okay.
A. In separate cars.
Q. Um-hum.
A. He come back to work in his car and back to my
car. We meet in the same floor. I told Wally -- after about half an hour in my office, I double-check. I find what Mohammad told me unfortunately is the opposite.
Q. Okay.

FATHI YUSUF -- CROSS
A. I say then, I should never done what I did, and they don't deserve it. They have to put it back. But now these two property, only for what I discover. Only and only for what $I$ discover. A million four and 2 million.
Q. Okay. So what did you say to Wally?
A. I told him, Wally, do me a favor. Tell your father I have to have the two property for this deal to cover this, the three million four is, you know, to cover it up.
Q. Okay.
A. And he says the next day, Did you tell your father? He said, Yes.
Q. Okay. And when he said that, did you understand that he -- what did you understood he meant when he said, Yes?
A. That it's okay.
Q. Okay.
A. And I could tell you, my calculation is right. Two months later, he travel to Jordan and he move one of the property to me.

Then when I come back, I told Wally, When are we going to change the Tutu Park property? He say, We're not going to do it. Then, Hey, look. I been burned. I been working for 28 years, and I honestly believe -- I'll put my hand on the Quran. I hardly miss more than

FATHI YUSUF -- CROSS

2 percent. I believe I lost about $\$ 50$ million. $\$ 50$ to $\$ 50$ million. \$50- to $\$ 55$ million --
Q. Okay.
A. -- with these family.
Q. So the first time you understood that Wally was not agreeing, or that the Hamed side was not agreeing, was after you got back from Jordan?
A. Yes.
Q. And you said, When are we going to handle the Tutu Park property?
A. And he said, We're not going to do it.
Q. Okay. All right. And at that point --
A. By the way.
Q. Yes.
A. When I left Mohammad Hamed, --
Q. Um-hum.
A. -- the only time $I$ saw him is in Jordan.
Q. Um-hum.
A. And after I saw him in Jordan, I -- we never talked to each other. And he signed it, the property to me, and one of his sons was witness on his signature.
Q. Okay.
A. And that evidence, that is okay to transfer to Tutu Park, because, you know, when I don't want to give you a ten dollar, I'm not going to give you a dollar.

FATHI YUSUF -- CROSS
Q. Okay.
A. Do whatever you want.
Q. Did you and Mr. Hamed talk about the Tutu property at all when you were in Jordan?
A. No.
Q. Okay. Did Wally ever say to you that -- before you went to Jordan to do the transfer, --
A. Um-hum.
Q. -- we don't agree to the Tutu Park?
A. No.
Q. Okay. So that was your understanding when you had that conversation with him that morning after the first deal?
A. Yes.
Q. Okay. All right. And all of that occurred in 2011; is that correct?
A. To be honest with you, I wouldn't even remember the year.
Q. Okay. Well, all this -- you would agree that whenever the property in Jordan was transferred, all of this happened in a couple of months before and then after?
A. Yeah.
Q. Shortly after?
A. Yes.
Q. Okay. All right.
A. May I continue?
Q. Sure. So -- so what happened next?
A. When I find more wrongdoing -- even a check of a hundred thousand dollars written out of the St. Maarten account. In the back of it, it says, Attention Gloria. And deposited -- it have to be in his fund. The check is written in my name. He signs it, because it's in his account. He wrote the check in my name. And in -- in the check stub, it says Attention Gloria. I never saw that check. And Gloria looked like she passes it on to him. That's not the way people go partnership. And that's why I couldn't leave myself open.

Then I asked for the third property in
Jordan, because the third property in Jordan, I pay \$3 million for it. And we have an offer, $\$ 30$ million, and $I$ turned it down. And I figure out 55 million, I believe I lost, at least I get back something and I'm okay. And these people, they are my partner in the profit, but Judge Brady say, No, they are your brother. Your partner. Okay. With a thief, I don't want to work. If he give me \$2-million-aday profit, $I$ 'm not that type of person.
Q. Okay. So Mr. Yusuf, what is the property, the third property, in Jordan? What is it?
A. It is commercial. It is 3 acre of land. It's -it makes it expensive. It is -- became the only large

FATHI YUSUF -- CROSS
property.
Q. Okay. Did -- did -- how did you convey this, that you wanted the third property? How did you convey that to --
A. I told Wally.
Q. Okay. And what did he say when you told him?
A. He said, we're not going to give you nothing.
Q. Okay.
A. Then I thought we talked to, you know, our relatives and friend, trying to settle with the third property. And then I tell him whatever I find, it's my problem. I'll swell (sic) it. I'll decide to stop searching.
Q. Okay.
A. If I get that property, you know, but I will never give him forever -- what you mean, the case close? I already seen three million four hundred in cash.
Q. Okay.
A. Bank language be denied.
Q. So Mr. Yusuf, was your understanding that after you came -- after you had the original meeting and the conversation the next day, that there was a set deal that everybody had agreed to for the two properties: The one in Jordan, the Taberpour property, and also the Tutu property, including --

FATHI YUSUF -- CROSS
A. Yes.
Q. -- the 9.3 and the half acre; is that right?
A. Yes, that's correct.
Q. And that's based upon the conversations that you had both with Mr. Hamed --
A. Um-hum.
Q. -- and the fact that he had agreed to that the day
before --
A. Yes.
Q. -- and then that's ultimately what you believe was settled on the following day?
A. That was settled the same evening.
Q. Okay. But he had to come back to you the next day and tell you --
A. But telling me from there. From his house.
Q. Okay.
A. We don't agree to it.
Q. Okay. But he never told you that they didn't agree?
A. No.
Q. You understood there was an agreement?
A. It is an agreement. It is an agreement.
Q. Okay.
A. And Mohammad Hamed to go two months later and transfer the property from Jordan to me, it's certified.

FATHI YUSUF -- CROSS

The agreement is valid.
Q. Okay. And then the only time the third property
came into play was when you had discovered other issues, and you said, I'll -- for a third property, because the first two was already done, or would have -- was agreed?
A. Yes.
Q. Then the third property would resolve everything; is that correct?
A. I was taking the chance to resolve everything with the last property.
Q. Okay. But you guys never agreed to that?
A. Never agreed.
Q. To the third property?
A. Yeah.
Q. Okay.
A. It was never agreed.
Q. And then you also found out that Wally wasn't going to agree to the Tutu property to do the transfer?
A. Yeah. He told me that. I spoke to him over the phone.
Q. Okay.
A. And he said, No, we're not going to give it to you. I said, Okay.

MS. PERRELL: Okay. All right. I have no
further questions.

FATHI YUSUF -- REDIRECT

## REDIRECT EXAMINATION

## BY MR. HARTMANN:

Q. Okay. Mr. Yusuf, when you and Wally and

Mr. Hamed, Mohammad Hamed, met at his house.
A. Yes.
Q. You didn't just talk about these parcels, did you? You talked about ending the whole thing, right?
A. What the whole thing?
Q. The whole partnership? Everything?
A. No, no, no, no. We have not talking about any partnership at that time.
Q. Okay.
A. I think two or three weeks later, I say, Wally -I never went back to his father, because he's an old man and I -- whether he's right or wrong, I have to respect him.
Q. Okay.
A. I will be blame if $I$ make a mistake with him. So all my discussion is with his son.
Q. Okay.
A. Say, Wally, I'm sorry. I can't work with you guys. That sometime in about July, I say, Not this year Christmas. I will allow you to stay in my property until the following year and we have to come out and liquidate the other two stores.
Q. Okay. But when the three of you were meeting in

FATHI YUSUF -- REDIRECT
his house.
A. Yes.
Q. Just the three of you there.
A. Yes.
Q. Okay. You remember that meeting?
A. Yes.
Q. Okay. And who was there? Just you and Wally and Mohammad?
A. Yes. Only.
Q. Okay. Only.

And -- and when you were there, did you say to them, I'm -- I want two parcels of property to settle things, but this is -- but I might come back later and want a third piece of property or a fourth piece of property? Did you say that?
A. Attorney Hartmann, be logical. You're a intelligent man. I -- how could I say it? I already have three million four. I take a property, I pay three million four for it.
Q. But did you tell them -- at that time, during that meeting --
A. I told him anything I catch, you'll have to pay 10 times, ten time. I will not accept five time. His lawyer was Attorney Smock.
Q. And you said --

FATHI YUSUF -- REDIRECT
A. Who recommend -- he come to me and five time.
Q. And you said --
A. Five percent. And I said, No. Five time.
Q. And you said that to him just before you said, No, no, one parcel is enough, and you left feeling really good about it?
A. Listen, I told him, one piece is enough, because the man, I could see his face getting red. I could see, he show me that he's sorry. I -- you know, all that is into it.
Q. I understand that.
A. Plus my two daughter is with his sons.
Q. I understand.
A. So I say -- excuse me.
Q. Okay.
A. Let me finish.
Q. Um-hum.
A. You's a lawyer, you know your field. I'm a businessman, I know what it is.
Q. Okay.
A. I still own half -- half of the property anyhow. I'm giving up only half. It's not worth it to destroy my two daughters.
Q. I guess what I'm asking is this. Can I ask this question?

FATHI YUSUF -- REDIRECT
A. Sure. Ask any question you want.
Q. You're saying -- you're saying that you felt sorry for the guy. You -- you were feeling -- you said, We're all family. You said all these nice things. You said it's just -- he offered to give you two and you said, No, no, I'm feeling so good about you, I'll take one parcel. And then did you say, when you said, I'll take one parcel, but if I find you stealing more stuff, I'm going to want more parcels?
A. Sir.
Q. You said that, even though you said only one parcel?
A. Wait, wait, wait. That's from the very discussion, anything I find, I want 10 time as much.
Q. And -- and that was the discussion you had with Wally afterwards, you mean?
A. Yes.
Q. Okay. Good.
A. He never said no, and he never said yes. His father never said no and never said yes. And up to now, I will not settle less than 10 time.
Q. Okay. Good. I have no further questions.
A. Because the property for $\$ 3$ million, --
Q. Okay.
A. -- I could have buy it for 3 million. It sold for

FATHI YUSUF -- RECROSS

35 million.

## RECROSS-EXAMINATION

BY MS. PERRELL:
Q. Mr. Yusuf, I think I need to clarify one question. When you had the initial meeting with the three of you, --
A. Yes.
Q. -- was that on the basis of just what you had found out so far?
A. Exactly.
Q. Okay. And did you convey that to both Mohammad

Hamed --
A. Explain.
Q. But I'm asking you, did you --
A. Yes.
Q. -- say to them, we're going to resolve this issue only?
A. Yes.
Q. Okay. All right.
A. I even told you, if you recall, or you can tell your associate, I remind him with this case, do not mention the 2 million and do not mention the 1.4 , because it already taken care of, if you recall.
Q. Correct. Okay.
A. And that's why -- you know, because I can't ask

FATHI YUSUF -- RECROSS
for -- for my right twice. I already agreed to it and I give up the three million four. Besides the three million four, I will not give up anything.
Q. All right.

MR. HARTMANN: Okay.

MS. PERRELI: Okay. I think we're good. I
have no more questions.

MR. HARTMANN: I have no more questions.

THE VIDEOGRAPHER: Okay. This is the
conclusion -- conclusion?

MS. PERRELL: Um-hum, yes.

THE VIDEOGRAPHER: Conclusion of the
deposition. The time is 3:57.

## C-E-R-T-I-F-I-C-A-T-E

I, SUSAN C. NISSMAN, a Registered Merit Reporter and Notary Public for the U.S. Virgin Islands, Christiansted, St. Croix, do hereby certify that the above and named witnesses, FATHI YUSUF, MAHER "MIKE" YUSUF, WALEED "WALLY" HAMED, YUSUF YUSUF, and MAFEED "MAFI" HAMED were first duly sworn to testify the truth; that said witnesses did thereupon testify as is set forth; that the answers of said witnesses to the oral interrogatories propounded by counsel were taken by me in stenotype and thereafter reduced to typewriting under my personal direction and supervision.

I further certify that the facts stated in the caption hereto are true; and that all of the proceedings in the course of the hearing of said deposition are correctly and accurately set forth herein.

I further certify that I am not counsel, attorney or relative of either party, nor financially or otherwise interested in the event of this suit.

IN WITNESS WHEREOF, I have hereunto set my hand as such Registered Merit Reporter on this the 25th day of February, 2020, at Christiansted, St. Croix, United States Virgin Islands.

My Commission Expires:
Susan C. Nissman, RPR-RMR
June 28, 2023
NP 234-19

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

WALEED HAMED, as the Executor of ( the Estate of MOHAMMAD HAMED, ) Plaintiff/Counterclaim Deft., )
vs.
FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants,
vs.
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Counterclaim Defendants.
WALEED HAMED, as Executor of the) Estate of MOHAMMAD HAMED, Plaintiff,
vs.
UNITED CORPORATION, Defendant.
WALEED HAMED, as Executor of the
Estate of MOHAMMAD HAMED, Plaintiff,
vs.
FATHI YUSUF, Defendant.
FATHI YUSUF, Plaintiff,
vs.
MOHAMMAD A. HAMD TRUST, et al., Defendants.
KAC357 Inc., Plaintiff,
vs.
HAMED/YUSUF PARTNERSHIP, Defendant.

$$
\mathrm{E}-\mathrm{X}-\mathrm{H}-\mathrm{I}-\mathrm{B}-\mathrm{I}-\mathrm{T}-\mathrm{S}
$$

| Exhibit | Description |
| :---: | :---: |
| 1 - | Chart 1 - Gross Receipts Tax Claimed by The Yusufs and Hameds, 1993-2016 |
| 2 - | Chart 2 - Gross Receipts Tax Claimed by The Yusufs and Hameds, 1993-2016 |
| 3 | Exhibit F |
| 4 | Sketch |
| 5 | Exhibits for Claim 3002a |
| 6 | Chart 17-2014 |
| 7 | United Corporation West (Pship) Summary of Remaining Partnership Items For the Period from January 1, 2013 to Sep 30, 2015 |
| 8 | Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim - H-165 regarding $\$ 176,267,97$ in Unclear Accounting Entries |
| 9 | Exhibit I |
| $10-$ | Draft Summary Schedules |
| 11 - | Exhibit H |
| 12 - | Chart 3 - Water Revenues Claimed by United |
| 13 - | Response to Hamed's Interrogatories 2 through 13 of 50 - New Claim Numbers: $\mathrm{Y}-8, \mathrm{H}-1, \mathrm{H}-23, \mathrm{H}-19$, $\mathrm{H}-33, \mathrm{H}-34, \mathrm{H}-37, \mathrm{H}-144, \mathrm{H}-145$, H-155, H-156, H-158 \& H-160 |
| 14 - | Affidavit of Mohammad Hannun |

## CHART 1 - Gross Receipts Tax Claimed By The Yusufs and Hameds



The notations on this were made by me this day of January, 2020: $\qquad$

## CHART 2 - Gross Receipts Tax Claimed By The Yusufs and Hameds



The notations on this were made by me this 2/ day of January, 2020: $\qquad$

## EXHIBIT F

Gross Receipts Paid by United Tenant Account - Owed By Partnership to United

| Year | Month | Amount |
| :---: | :---: | :---: |
| 1993 | 29-Mar | 1226.29 |
| 1994 | 28-Feb | 647.39 |
| 1994 | 29-Mar | 974.49 |
| 1994 | 28-Apr | 978.29 |
| 1994 | 31-May | 602 |
| 1994 | 30-Jun | 1582.57 |
| 1994 | 31-Aug | 1015.04 |
| 1994 | 30-Sep | 1303.75 |
| 1994 | 31-Oct | 1242.37 |
| 1994 | 30-Nov | 1079.4 |
| 1994 | 30-Dec | 1485.41 |
| 1994 |  | 1360.66 |
| 1995 | 31-Jan | 1789.58 |
| 1995 | 1-Dec | 1557.14 |
| 1996 | 1-Feb | 1598.27 |
| 1996 | 1-Mar | 1069.07 |
| 1996 | 1-Apr | 1366.72 |
| 1996 | 1-May | 1184.04 |
| 1996 | 1-Jun | 1288.54 |
| 1996 | 1-Jul | 1231.24 |
| 1996 | 1-Aug | 1199.02 |
| 1996 | 1-Sep | 1271.85 |
| 1996 | 1-Oct | 1052.23 |
| 1996 | 1-Dec | 1215.26 |
| 1999 | 30-May | 1,161.38 |
| 1999 | 29-Jun | 1285.42 |
| 1999 | 30-Jul | 1395.83 |
| 1999 | 27-Aug | 1605.26 |
| 1999 | 30-Sep | 1470.76 |
| 1999 | 29-Dec | 1224.04 |
| 2000 | 1-Jan | 1569.18 |
| 2000 | 31-Jan | 1637.16 |
| 2000 | 28-Feb | 1,322.54 |
| 2000 | 28-Apr | 1298.78 |
| 2000 | 30-Jun | 970.58 |
| 2000 | 28-Jul | 1344.36 |
| 2000 | 29-Aug | 816.79 |
| 2000 | 30-Sep | 1628.66 |
| 2000 | 30-Oct | 1097.58 |
| 2000 | 29-Nov | 1620.79 |
| 2000 | 26-Dec | 1777.5 |
| 2001 | 30-Jan | 1333.53 |
| 2001 | 28-Feb | 815.04 |
| 2001 | 29-Mar | 1370.89 |

2001 26-Apr 1968.46
2001 30-May 925.85
2001 29-Jun 1402.45
2001 20-Aug 223.51 60586.96



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COROSS RECEIPTSTAXRETURN







FY 015004

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iNTERNAL REvENOU

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UNITED CORPORATICN
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EXEMPTIONS


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OVERNI GROSS RECEIPTS TAXRETURN




Virgin Islands Community Bank
Aocount \#182~600135
Tenant Account

AJE \#2

February 1996

Cheok 类 G/LAoot. \# Disbursements

| 587 | 5300 | 1,600.00 * | Alired 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. |
| 694 | 6250 | 530.50 * | WAPA |
| 595 | 6690 | 200.00* | Robert Rlvera |
| 696 | 6680 | 311.05* | Larry Motta |
| 597 | 5400 | 38.25 * | St. Crolx Avis |
| 598 | 6150 | $\checkmark 97.92$ * | VITELCO |
| 599 | 5300 | 90.00* | Enger Phitlips |
| 600 | 5300 | 807.31 * | Alired Ferrol |
| 601 | 8690 | 200.00* | Robert Rlvera |
| 602 | 6890 | 316.45 * | Larry Motta |
| 603 | 5300 | 75.00 | Dad V. Onestop |
| 604 | 5300 | 90.00 * | Ocean System |
| 605 | 5300 | 700.00* | Jamas Estridge |
| 606 | 6690 | 200.00 * | Robert Rivara |
| 607 | 5300 | 165,00 | Sunny Fiefridg. |
| 608 | 6690 | 315.49* | Larry Matte |
| 609 | 6150 | $\checkmark$ 36.63* | VItelco |
| 810 | 6710 | $\checkmark 1,000,00$ * | Usra Yusut |
| 811 | 2200 | 1,598.27 | V.I. B.I.R. - Gross Tax |
| 812 | 8150 | $\checkmark 117.17$ | STSJ Telephone |
| 613 | 0 | Void * | Vold |
|  |  | 13,368,16 |  |

Virgin Istands Community Bank
Aocount \#1.82-800135

## Tenant Acoount

AJE \#2

March 1998

Cheok \# G/LAcct. \# Disbursements


Page 1 of 3

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

G/L \#105日

Aprll 1986

AJE \#2


Page 1 of 1

| Virgin Islands Community B Account \#182-600135 Tenant Aocount |  | G/L \#1058 <br> May 1956 | AJE \#2 |
| :---: | :---: | :---: | :---: |
| Check \# | G/L. Acct. \# | Disbursaments |  |
| 671 | 4500 | 492.00* | Crowley Amerioan |
| 672 | 6710 | 500.00* | Joseph Greenway |
| 673 | 5300 | 90.00* | Ocean Systems |
| 674 | 6690 | 200,00* | Roberto Rivera |
| 675 | 6590 | 300.00 * | Larty Motta |
| 676 | 6710 | 29.75 | St. Crolx |
| 677 | 6250 | 1,109,09* | WAPA |
| 678 | 8250 | 383.6E* | WAPA |
| 679 | 5300 | 1,551.60* | Superior Block |
| 680 | 6050 | 1,117.84* | Carlbe Do-it Center |
| 681 | 6690 | 300.00* | Larry Motta |
| 682 | 6690 | 200.00* | Robert Rivera |
| 683 | 5300 | 1,200.00* | Rudy Calnes |
| 684 | 6150 | 291.42* | Cellular One |
| 685 | 6050 | 1,145.94* | Carlbe Do-ll Center |
| 686 | 6710 | 400.24 * | Shnama |
| 887 | 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 - Transier |
| 693 | 6050 | 3,05e,60* | Carlbe Do-lt Center |
| 694 | 6710 | 30,00* | Olson Williams |
| 695 | 5300 | 269.38 * | Pei-Lack Electrical Supply |
| 686 | 1201 | 3,500.00 | Plaza Extra - Transfer |
| 697 | 5300 | 1,935,08 * | Floor Speolatists |
| 698 | 5300 | 128.94 * | Glldden Paint Co, |
| 699 | 6690 | 316.00 * | Larry Motta |
| 700 | 6690 | 200.00* | Robert Plvera |
| 701 | 5300 | 306.15 | Sonny's Refridgerallon |
| 702 | 6050 | 454.15* | Caribe Do-ls Center |
| 703 | 5300 | 441.84 * | Glldden Paint Co. |
| 704 | 0 | Vold* | Vold |
| 705 | 0 | Vold* | Vold |
| 706 | 6050 | 88.00 * | Carlbe Do-It Center |
| 707 | 5300 | 40.00 | ABC Sarvices |
| 708 | 2200 | 1,184,04 | VIBIR - Gross Recelpts - Apill 1996 |
| 709 | 1201 | 5,500,00 | Plaza Extra - Transfer |
| 710 | 6050 | 599.00 | Carlbe Do-It Center |
| 711 | 5300 | 486,00 | Gulf Coast Custom Kitchen |
| 712 | 6690 | 200.00 | Robert Rivera |
|  |  | 47,323.00) |  |

Page 1 of 3

Virgin Islands Community Bank
G/L \#1058
AJE \#2 Account \#182-600135 Tenant Account

June 1996
Check \# G/LAcct. \# 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 Electical |
| 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 |$\quad$ STSJ Global

## Page 1 of 1

| Virgin Islands Community Bank Account \#182-600135 Tenant Account |  | G/L \#1058 <br> July 1996 | AJE \#1 |
| :---: | :---: | :---: | :---: |
|  |  |  |  |
| Check \# | G/L Acct. \# | Disbursements |  |
| 747 | 6250 | 996.02 * | WAPA |
| 748 | 1201 | 1,000,00* | Plaza Transfer |
| 749 | 5300 | 695.52 * | Qualliy Electric |
| 750 | 6710 | 200.00 * | Roberto Rivera |
| 751 | 1201 | 4,182,00 | Plazs Transfer |
| 752 | 6690 | 306,69 * | Larry Motta |
| 753 | 5300 | 90.00 * | Ocean Systems |
| 754 | 0 | Void* | Vold |
| 755 | 6250 | 450.54* | WAPA |
| 756 | 5300 | 4,500:00 * | Jeseph Greenway |
| 757 | 6710 | 200.00 * | Roberta Rivera |
| 758 | 6690 | 300.00 * | Larry Motta |
| 759 | 5300 | 1,900,00 | Rudy Calnes |
| 760 | 5400 | 231.00 * | St. Crolx Avis |
| 761 | 5300 | 500.00 | Jeseph Greenway |
| 762 | 6150 | $\checkmark 93,60$ * | Telephone |
| 763 | 6710 | 200.00 | Roberto Rivera |
| 764 | 6710 | 200.00 * | Roberto Rlvera |
| 765 | 6150 | $\sqrt{36.30}$ | Vitelco |
| 766 | 6690 | 300.00 | Larry Mota |
| 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 |

Page 1 of 3

| Virgin Islands Community Bank | G/L. \#1058 | AJE \#2 |
| :--- | :--- | :--- |
| Account \#182-600135 |  |  |
| Tenant Account |  |  |

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 | $\checkmark 32.44$ | Telephone |
| 796 | 6690 | 300.00 | Larry Motta |
| 797 | 6250 | 393.82 | WAPA |
| 798 | 5300 | 2,000,00 | Rudy Caines |



072-2005
FY 014974

Page 1 of 1

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* | Vold |
| 831 | 5300 | 550.00* | Sun Electric |
| 832 | 6710 | 130,00* | Pedro Huggins |
| 833 | 6250 | 13.49 * | WAPA |
| 834 | 6710 | 200.00* | Roberto Rlvera |
| 835 | 6690 | 343,92* | Larry Mota |
| 836 | 5300 | 135.00 * | Occan Systems |
| 837 | 6150 | $\sqrt{84.83}$ * | Vitelco |
| 838 | 0 | Vold | Void |
| 839 | 6710 | 200.00* | Roberto Rivera |
| 840 | 6710 | 55.00 * | Pedro Huggins |
| 841 | 6690 | 326.75 ${ }^{\text {, }}$ | Larry Motta |
| 842 | 6650 | 1,052.23 | Gross Receipts Tax - Sept. 1996 |
| 843 | 6710 | / 25.00 | Pedro Huggins |
| 844 | 6150 | $\checkmark 208.93$ | STSJ Telephone |



Page 1 of 1

| Virgin Islands Community Account \#182-600135 Tenant Account |  | G/L H/2058 <br> AJE \#2 <br> November $1996^{\circ}$ |  |
| :---: | :---: | :---: | :---: |
| Check (1) | O/L Acct. \# | Disbursements |  |
| 845 | 6710 | 200.00 * | Roberto Rlvera |
| 846 | 6710 | 320.56 * | Larry Motta |
| 847 | 5300 | 32.50 | Troplcal 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 Wirliams |
| 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 |

## Page 3 of 3








FY 015001


FY 015000


FY 015009




FY 014978


## Form 720 V.ll.



## Form 720 V.l.





FY 014985

## Form 720 V.ll.

| (Use for filing receipts of move than \$120,000 per yeari) Please Print or TYype Clear |
| :---: |
| GROSS RECEIPT MONTHLY TAX RETURN GOVERHMENT OF THE VIAGIN ISLANDS, BUREAU OF INTERNAL REVENUE EMPLOYER IDENTIFICATION NUMBER (EIN) CURRENT MONTH 660301237 0.7 SOCIAL SECURITY NUMBER (SSN) <br> Indicate Firm Type: |
|  |
| I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND COMPLEIE, PURSUANT TO TITLE 33 VIC SECTICNS 42 \& 43 PRINT NAME: $\qquad$ THUMAS $v_{0}$. тTtLe: $\qquad$ Trop. Mar. signature: $\qquad$ CThenico 2c $c^{2}$ ziff , mamem date: $\qquad$ $\qquad$ y/30/06 |



FY 015020






Form 720 V.I.


Form 720 ViI.
(Use for filing receipts of more than \$ 120,000 per year,) Please Print or Type Clearly GROSS RECEIPT MONTHLY TAX RETURN Government of the virain is in nos, buegau of internal revenue EMPLOYER IDENTIFICATION NUMBER (EIN) CURRENT MONTH $66039 / 2.3$ SOCIAL SECURITY NUMBER (SN)

SERIAL \# (FOR INTERNAL USE ONLY)
1.) GROSS RECEIPTS $\qquad$ 1.
2.) (minus) EXEMPTIONS (ex, semadard ss,000, Fithememen, $\qquad$ 2. IDC, lotiery commlations, affordable housing, reverse omasa, atc...)
3.) PLEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE $\qquad$ $\frac{N A}{\text { (SEE REVERSE) }}$ 3.
4.) TAXABLE RECEIPTS (lImo mm hus mon 2). $\qquad$ 4.
 $\qquad$ 5.
 $\qquad$ 6.
 $\qquad$ 7.
8.) (minus) CREDITS (ravnevi, error payments or whtheat amounts). $\qquad$ 8.
9.) TOTAL AMOUNT DUE (add lien $5,6,7$ minus una i) .... $\qquad$ PEEVED WITH REMITTANCE Name PROCESS \& ACCT. BRANCH

| 33 | 38.78 |
| :---: | :---: | :---: | :---: |
|  | 0.60 |

 .
$\qquad$



FY 015011


Form 720 V.l.


FY 014990



FY 014988



FORM 720 V.I.

Goverminent of the U.S. Virgin Islands BUREAU OF INTERNAL REVENUE

Gross Receipt Monthly Tax Return
(Use for filing recelpts of more than $\$ 120,000$ per year.)


Government of the y.S.S. Virgin Istands
Gross Receipt Monthly Tax Return bureau of internal revenue
(Use for filing rer uts of more than $\$ 120,000$ por yoar.)


To
From

VI Bureau of Internal Revenue
Thomas W. Luff, Property Manager Unitod Shopping Plaza

Ms Loah D. Findey
EIN 680391237

Following our review today of January and March Groes Recelpter returns, I aukmit the following changea;

\$223.61 Total Owend per IRB Chock enclosed
In the futura all Gross recelpts will be pald by our St. Thomes office.
Respeotiflly aubmiltied,


Unted Shopping Plaza



# Exhibits for claim 3002a 

## EXHIBITS

JVZ-000869

Expert report of Jackson, Vizcaino Zomerfeld, LLP re Hamed v. Yusuf et.al
Exhibit 3002a-a

## Yusuf Withdrawal of Cash Via Plaza Extra Checks

W/p ref
49,808.13 3002.02c
1,844.75 VZ calc.
12,913.22 VZ calc. 7 months
Jan-15
Feb-15
Mar-15
Apr-15
1,931.92 3002-d
1,610.92 3002-d
2,001.42 3002-d
1,927.59 3002-d

| Jan 2012 - May 2014 | $49,808.13$ |
| :--- | ---: |
| Est. June - December 2014 | $12,913.22$ |
| Jan - April 2015 | $7,471.85$ |
|  |  |





## EM5名7931コ77US



## Cash Requirements

As of Feb 13, 2012
Filler Crileria inctudes: 1) IDs from IRB to iRB; 2) Invoices Due (no discount avallable). Report order is by ID. Report is printed in Detail Format.

| Vendor ID <br> Vendor | Invoice/CM \# | Date | Date Due | Amourst Due | Disc Amt Age |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| IRB |  |  |  |  |  |  |
| CITI CARDS | GROSS REC JAN | $2 / 13 / 12$ | $2 / 13 / 12$ | $130,000,00$ |  |  |
|  | GROS REC JAN 2 | $2 / 13 / 12$ | $2 / 13 / 12$ | $120,000,00$ |  |  |
|  | GRO REC JAN 20 | $2 / 13 / 12$ | $2 / 13 / 12$ | $120,000.00$ |  |  |
| GROSS REC 012 | $2 / 13 / 12$ | $2 / 13 / 12$ | $29,868.40$ |  |  |  |
| IRB |  |  |  | $399,868,40$ |  |  |
| CITI CARDS |  |  |  |  |  |  |
| Report Total |  |  |  | $399,868.40$ |  |  |

- Government of the U.S. Virgin Islands BUREAU OF INTERNAL REVENUE

Gross Receipts Monthly Tax Return
(Was for fling raxeipes of more than $\$ 120,000$ per year.)
Print Form


1 DECLARE UNDER PENALTY OF PERUURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OP MY KNOWLEDGE AND BFIIEF TT TS TRUE, CORRECT ANID CDMPI,ETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 \& 43.



| CITI CARDS | Check Number: Check Data: | $\begin{aligned} & 35462 \\ & \text { Mar 20, } 2012 \end{aligned}$ |
| :---: | :---: | :---: |
| 2 | Check Amount | \$119,721,64 |
| Ifem to be Pald - Description | Discount Taken | Amount Paid |
| FEB 2012 |  | 119,721.64 |



## 






Gross Receipts Monthly Tax Return
(Jue for filing zeceipiso of mown than $\$ 120,000$ per gnar.)
Government of the U. S. Virgin Islands
BUREAU OF INTERNAL REVENUE
Employer Identification Number (EIN)
Social Security Number (SSN)
Serial (FOR INTERNAL USE ONLS)

CWRRENT MONTH

$20[1]$

## Indicate Firm Type:

| $\square$ Solc Proprietor | Accounting Method: |
| :--- | :--- | :--- |
| $\square$ Partnership |  |
| $\square$ CASH  <br> Corporation $\boxed{X}$ ACCRUAI. |  |

I DECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HLAS BEEN EXAMINEDD BY ME AND TO THE BEST OF MY ' $N N O W L E D G E$ AND BEL IEF TT IS TRUE. CORRECT AND COMPLETE, PURSUANT TO $2 T T L E ~ 33 ~ V I C ~ S E C T I O N S ~ 42 ~ \& ~ 43 . ~$


CITICARDS
ftem to be Paid - Description

GROSREC | Check Number: 35597 |
| ---: |
| Check Date: Apr 21, 2012 |





UNITED CORPORATION DBA PLAZA EXTRA
35596



UNITED CORPORATION DBA PLAZA EXTRA
35593

Check Number; 35695 Check Date: Apr 21, 2012

Check Ampunt: $\$ 105,000.00$
Item to be Paid - Description
Discount Taken Amount Paid
GROSS REC

## EM58793lı555US






HAMD604095

Government of the U. S. Virgin Islands BUREAU OF INTERNAL REVENUE


Gross Receipts Monthly Tax Return (Case for filum receipts we more than $\$ 130,000$ per year.)

Please Print or Type Clearly

CURRENT MONTH
05

201

## Indicate Firm Type:

$\left\{\begin{array}{l|l}\square & \text { Sole Proprietor } \\ \square & \text { Partnership } \\ \text { 区 Corporation }\end{array}\right.$
1.) GROSS RECEIPTS
2.) (MINUS) EXEMPTION (ex, Standard 59,000 . Fisternuen, EDC. lowery conminisoiont, affordable housing, reverse arrocsis, wee,
3.) PIEASE INDICATE REASON FOR EXEMPTION TAKEN ON LINE 2 ABOVE

RECEIVED WITH REEMTHFNKKSE)

5.) TAX DUE (multiply line 4 by the tars rate of ofldald 42 ) 22012
6.) PENALTY nf cayman Is late, multi

7.) INTEREST (ifpaynant is late, multiply line 5 by .01 or 1 ad per month)
8.) (minus) CREDITS (refiwids, prior payments or withheld amounts)
9.) TOTAL AMOUNT DUE (add line 5. 6,7 minus (tine 8)

1. $\square \square 8,1][5,3,5,0$
2. 


3.

 3. $\square \square \square, 4,6,7,5$ 6. $\square \square \square \square \square \square \square 0,0$
7. $\square \square \square, \square \square \square \square \square 0$
8. $\square \square \square \square \square \square \square \square \square 0$
9. $\square \square \square, 4,6,7,6,5,5$

## Name



BIRLS

| PIP /A | P | P | $A$ | $Z$ | $A$ |  | $E$ | $X$ | $T$ | $R$ | $A$ |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | | S | U | P | E | R | M | $A$ | R | K | E | T |  |  |  |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| Mailing Address |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| P | . | O |  | B | O | X |  | 5 | 0 | 3 | 3 | 5 | 8 |  |


10.) Indicate Principal Business Activity Code:

12.) Telephone Number


IDECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE. CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 \& 43.

Print Name: - MARGARET SOEFFNG
Signature:



Date: $\qquad$


| UNITED CORPORATION DBA PLAZA EXTRA |  |  |
| :---: | :---: | :---: |
| CITI CARDS | Check Number: Check Date: | $\begin{aligned} & 35970 \\ & \text { Jun 23, } 2012 \end{aligned}$ |
| 4 | Check Amount | \$125,000,00 |
| Item to be Pald - Description | Discount Taken | Amount Paid |






UNITED CORPORATION DBA PLAZA EXTRA
35967 ML CREDIT CARDS

| ML CREDIT CARDS | Check Number: Check Date: | $\begin{aligned} & 35967 \\ & \text { Jun 23, } 2012 \end{aligned}$ |
| :---: | :---: | :---: |
|  | Check Amount | \$28,765,25 |
| Item to be Paid - Descriplion | Discount Taken | Amount Paid |
| GROSS REC |  | 28,765.25 |





DoBlA

| H | L | A | Z | A | E | X | T | R | A | C | C |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | | $S$ | $U$ | $P$ | $E$ | $R$ | $M$ | $A$ | $R$ | $K$ | $E$ | $T$ |  |  |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


10.) Indicate Principal Business Activity Code:
 (SEE REVERSE ) 12.) Telephone Number

| 3 | 4 | 0 | 7 | 7 | 5 | 5 | 6 | 4 | 6 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

PLEASE REMIT BY DUE DATE TO: bureau of internal revenue ST. THOMAS, U.S.V.L DOBRO ST. CROIX, U.S.V.I. 00820

IDECLARE UNDER PENALTY OF PERJURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BEISFF IT IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TITLE 33 VIC SECTIONS 42 \& 43.


Date:












UNITED CORPORATION DBAPLAZA EXTRA



| UNITED CUAPORATION DEAPLAZA EXTAA |  |  |
| :---: | :---: | :---: |
| CITI CARDS | Check Number: Check Date: | 36276 |
|  |  | Aug 21, 2012 |
|  | Check Amount: | \$140,000,00 |
| ,tem to be Paid - Description | Discount Taken | Amount Paid |
| JUL 2012 |  | 140,000.00 |







(REV. 30R2008)







| CITICARDS | Check Number: <br> Check Date: <br> Sep 6,2012 |
| :---: | :---: |
|  | Check Amount: $\$ 145,000,00$ |




Fleasa keap This Receist For Referencer



CITICARDS Check Number: 36547
Check Date: Oct 14, 2012
Check Amount $\$ 58,709.35$
Liem to be Paid - Description $\quad$ Discount Taken $\frac{\text { Amount Paid }}{58,709.35}$




Chack Number: 36549
Check Date: Oct 14, 2012
Check Amount: $\$ 120,000.00$

: Ifem to be Paid - Description $\quad$| Check Amount $\$ 120,000,00$ |
| :---: |
| GROSS RECP |





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:
FORMC 7.20 V.I.
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1.) GROSS RECEIPTS
2.) (MINUIS) EXEMPTION (ex, Sandird 30,000 . Fisbermen, EDC, lofiery commlssiona, offormable henvi.g. mestre ormotis. cic.
3) PLEASE INDICATE REASON FOR
EXEMPTION TAKEN ON LINE 2 ABOVE

(SEE REVERSE)
4.) TAXABLE RECEIPTS (line I minus lhne 2)
5.) TAX DUE (multiply ithe 4 by the lax rate of ons or \$\%ji
1.
$\square[\square], 0][0], 8][5,7]$
2.

3.

4. $\square \square[8,0][4][0][8][5], 7], 1]$



8.) (minus) CREDITS Irefimeds, nrior provenents or with

9.) TOTAL AMOUNT DUE (add line 5.6. 7 minus line ?)




## Name




| S | U | P | E | R | M | A | R | K | E | T | I | I |  |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


10.) Indicate Principal Business Activity Code:

(SEE RETVERSE)

12.) Telephone Number | 3 | 4 | 0 | -7 | 7 | 5 | -5 | 6 | 4 | 6 |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

PLhASEREMTT BY DUE BATETOS BUREAU OF INTERNAI. REVENUE ST. THOM,AS, U.S.V.L 00802 ST, CROIX, U,S,VJ. 00820

IDECLARB UNDER PENALTY OF PERIURY THAT THTS RETURN HAS BEEN HXAMINED BY ME AND TO THE BEST OF MY KNOWLEDCIE AND RELIEF IT IS TRUE CORRECT AND COMPLETE, PIRSUANT YO TTILE 33 VIC SECTIONS 42 \& 43.





UNITED COBPORATION DBA PLAZA EXTAA

## 8






UNITED CORPORATION DEA PLAZA EXTRA
36797
BANK OF AMERICAN

| Item to be Paid - Description | Check Amount: $\$ 18,000,00$ <br> Discount Taken | Amount Paid |
| :--- | ---: | ---: |
| OCT GROS | $18,000.00$ |  |

!






| . UNITED CORPORATION DBAPLAZA EXTRA |  |  |
| :---: | :---: | :---: |
| BANCO POPULAR | Check Number: Check Date: | $\begin{aligned} & 36906 \\ & \text { Dec 17, } 2012 \end{aligned}$ |
|  | Check Amount: | \$74,805.00 |
| Item to be Paid - Description | Discount Taken | Amount Paid |



| YNITES CORPORATION DBAPLAZA EXTRA |  |  |
| :---: | :---: | :---: |
| BANK OF AMERICA | Check Number; Check Date: | $\begin{aligned} & 36903 \\ & \text { Dec 17, } 2012 \end{aligned}$ |
|  | Check Amount | \$45,000.00 |
| Item to be Paid - Description | Discount Taken | Amount Paid |





| BANCO POPULAR |
| :--- |
|  |
| Item to be Päid - Description |
| Check Number: <br> GROS REC <br> Check Date: <br> Check Amount: $\$ 74,805.00$ <br> Cec 17, 2012 |


(REV 10/200: )




₹

Item to be Paid - Description
01302013-2

Check Number: 37219
Check Date: Jan 30, 2013
Duplicate
Check Ampunt $\$ 74,965.00$
Discount Taken Amount Paid
$74,965.00$



## UNITED CORPORATION DBA PLAZA EXTAA




GAMD604145

## UNITED CORPORATION DBA PLAZA EXYRA

BANCO POPULAR

| Check Number: |
| ---: |
| Check Date: |
| Duplicate |
| Ilem to be Paid-Description |
| $01302013-5$ |


| Check Amount: $\$ 41,000,00$ |
| :---: |

Discount Taken



Check Number： 37224
Check Date：Jan 30， 2013
Dupicate
Check Amount $\$ 50,000.00$
Item to be Paid－Description

Discount Taken Amount Paid
01302013－7

. . . C: \Users Vohn Gaffney\Desktop\United Corpl2013-01 EOM\Z013 23100 Accrued Gross Rcpts Tax
*
UNITED CORFORATION
GROSS RECEIPTS TAX 5

205! $75^{-13} 3 \equiv$








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UI BUREAU OF YNTERNAL SIRSPGAMF

costores ctpy




| PLAZA EATRA | 12) Telephome Number |
| :--- | :--- | :--- |

SUIPRRNARKET
Mailing hadreas
P.O.BON 50.3358

Ciise State
ST. THOMAS
$3+0 \quad 7 \quad 7 \quad 5 \quad 3 \quad 6 \quad 46$









| BANCO POPULAR-ADVANTAGE | Check Number: Check Date: | $\begin{aligned} & 67154 \\ & \operatorname{Mar} 28,2013 \end{aligned}$ |
| :---: | :---: | :---: |
|  | Check Amount: | \$91,429.67 |
| Item to be gaid - Description | Discount Taken | Amount Paid |
| GROSS TAX GROSs TAX RECEIET 3/27/13 |  | 44,429.67 |
| GROSS TAX GROSS TAX RECEIPT 3/27/13 |  | 47,000.00 |

GANCO POPULARDEE PUERTO RICO

## UNITED CORPORATION D/E/A

PLAZA EXTAA
$4 C \& 4 D$ ESTATE SION FARM
CHPISTIANSTED, V 00821
(340) $778-6240$ (340) 719-1870

DATE
Max 29, 2013
AMOUNT
\$ ******\$91,429.67
Ninety-One Thousand Foun Hundred Twhty-Nine and 67/100 Doilars
pay
PTHE
ORDER RANCO POPULAR-ADVANTAEE
2.0. B0X 70100

BAN IUAN, PR 00936

Mamo: 4549-0550-4631-3791



UNITED CORPDPATION D/E/A PLAZA EXTRA


zar. $\mathfrak{n}$



CUSTWIR COPY

## FORM 720 V.I.

(REV. 03/20L2)


IDECLARE UNDER PENALTY OF PERUURY THAT THIS RETURN HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELJEF IT IS TRUE, CORRECT AND COMPLETE, PURSUANT TO TILE 33 VIC SECTIONS 42 \& 43.





| UNTED CORPORATION D/B/A PLAZA EXTRA |
| :--- |
| BANK OF ALERICA |


| Item to be Paid-Description |
| ---: | :--- |
| GROSS |





FORM 720 V.I.


| Name |  |
| :---: | :---: |
| UNITED CORPORATION |  |
|  |  <br>  |
| D/B/A |  |

## SUPERMARKET

Mailing Addraay
PO BOX 503358
$\begin{array}{cccc}\text { Citg } & \text { State } & \text { Zip Code } \\ \text { ST. THOMAS } & \text { V } 1 & \end{array}$
11.) Indicate Priacipal Buninevs Activity Code:
$\begin{array}{llllll}4 & 4 & 5 & 1 & 0 & 0\end{array}$ (SEE REVERSE)
12.) Tclophone Number
$\begin{array}{llllllllll}3 & 4 & 0 & 7 & 7 & 5 & 5 & 6 & 4 & 6\end{array}$
FLEASE REMIT EY DUE DATE TO:
guteau of internal reverue ST THOMAS, US V.I, DOs02 ST CROIX US.V.I 00R20


C:\Users\Nejeh F. YusuMAppData\Local\Microsoft\Windows\Temporary Internet files\Content.Outlook\W5TFNA1H\2013 23100 Accrued Gross Repts Tax

| GROSS RECEIPTS TAX | 5\% |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Plaza <br> East | Plaza <br> West | Plaza <br> $5 \pi$ | United <br> Rentals | Total |
| Total Revenues | 2,766,741.81 | 2,639,963.35 | 2,528,682,78 | 23,318,33 | 7,958,706.27 |
| M1S,Revenues | - |  |  |  |  |
| Adjustments: |  |  |  |  |  |
| Net Lotta SalesGross Receipts | - | - | - | - | , |
|  | 2,766,741,81 | 2,639,963,35 | 2,528,682.78 | 23,318.33 | 7,958,706.27 |
| GRT Oue | 138,337.09 | 131,998.17 | 126,434.14 | 1,165.92 | 397,935.32 |
|  | 23500 | 23100 | 23200 | 14500 | 23100 |
|  |  | 139,503.01 |  |  |  |







Gross Receipts Monthly Tax Return







| BANCO POPULAR- ADVANTAGE | Check Number: <br> Check Date: <br> Jun 26, 2013 |
| :---: | :---: |
| Item to be Paid-Description | Check Amount; $\$ 45,054.44$ |




| UNITED CORPORATION D/B/A <br> PLAZA EXTRA <br> $4 C \& 4 D$ ESTATE SION FARM CHRISTIANSTED, VI 00821 <br> ( 340 ) $778-6240$ (340) $719 \cdot 1870$ |  |
| :---: | :---: |
| Ninety-Nine Thousand and 00/100 Dollars | ******\$99,000.00 |
| THE BANCO POPULAR-ADVANTAGE <br> OF: P.O. BOX 7O100 <br> SAN TUAN, PR 00936  VOIDAFTER 9O DAYS |  |
|  |  |
| Mero: 4549-0550-4631-3791 | * |
| "\#ロG? |  |







$$
\begin{aligned}
& \text { Tilk: MANAGER } \\
& 07,10,13
\end{aligned}
$$



UNITED CORPORATION D/E/A PLAZA EXTRA
BANCO EOPULAR- ADVANTAGE

68873

| BANCO POPULAR- ADVANTAGE | Check Number: Check Date: | 67813 <br> Jul 24, 2013 |
| :---: | :---: | :---: |
| tem to be Paid - Description | Check Amount: <br> Discount Taken | $\$ 42,691.8 \mathrm{~B}$ <br> Amount Paid |
| JUNE2013 JUNE2013 GROSS LTAX |  | 42,691,88 |



UNITED CORPORATLON D/G/A PLAZA EXTAA
01812

Check Number: 67812
Check Date: Jul 24, 2013
Check Amount: $\$ 99,000.00$
Discount Taken
Amount Paid
49,500,00
JUNE2013 JUNE2013 GROSS TAK
$49,500.00$





| GANCO POPULAR- ADVANTAGE | Check Number: Check Date: | $\begin{aligned} & 68023 \\ & \text { Aug } 28,2013 \end{aligned}$ |
| :---: | :---: | :---: |
| (a) |  |  |
| . . . * | Check Amount: | \$41,779.23 |
| Item ta be Paid-Description | Discount Taken | Amount Paid |
| ULX2013 GROSS JULY 2013 gROSS TAX RECEIPT |  | 41,779.23 |



UNTTED CORPORATION D/B/A PLAZA EXTRA
68023






| BANCO POPULAR- ADVANTAGE | Check Number: Check Date: | $\begin{aligned} & 68165 \\ & \text { Sep 25, } 2013 \end{aligned}$ |
| :---: | :---: | :---: |
| - | Check Amount: | \$39,784.69 |
| Item to be Paid - Description | Discount Taken | Amount Paid |
| AUGUST2013-2 AUGUST 2023 GROSS RECEIRT |  | 39,784,69 |




FORM 720 V.I. (REV. 03/1012)




Title: MNNAGER
Date: $\qquad$

C: \Users\Owner\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\FyzPWCF2\2013 23100 Acerued Gross Rcpts Tax




UNITED CORPORATION D/G/A PLAZA EXTHA

Check Number: 68377
Check Date: Oet 30, 2013

Check Amount: $\$ 99,000.00$
Discount Taken
Amount Paid
ltem to be Paid - Dascription
-_-_.............

SERTLOU13'GROSS TAX
SEPT2013TAX-1 SEPT2013 GROSS TAX
$49,500.00$
5 49,500,00



FORM 720 V.I.
dajeV. pounuia)


I DECLARE UNDER PENALTY OF PEPUURY THAT THIS RETCRN HAS SEEN EXAMINED BY ML ANIS TOTHE BEST OF MY




HAMD604199







UNITED CORPORATION D/B/A PLAZA EXTRA


```
        BANCO POPULAR- ADVANTAGE
        Check Number: 68496
        Check Date: Nov 22, 2013
        Check Amount: $39,280.75
        frem to be Pard - Deseription
        Discount Taken
        Amount Paid
GROSS RECEIPT GROSS RECEIPT OCTI3
```

BANCO POPULAR DE PUEATO RICO
UNITED CORPORATION D/B/A PLAZA EXTRA
$4 C$ \& 4 D ESTATE SION FARM CHRISTIANSTED, VI 00821
(2ㄱNㄱㄱ 778-5240 (240) 719-1870

68496
 DATE Nov 22, 2013 AMOUNT $\$$ ******\$39.280.75

Thirty-Nine Inousand Two Hundired Eighty and 75/100 Dollars
v
THE BANCO POROLAR-ADVANTAEE
OF: P, O. BOX 70100
SAN JUAK RR 03936
USA

Memo: 4549-2102-0515-6075







ikjain hisur


GIR OF IIIEKIAAL REVEIU



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|  |  |

SALE

TRAh SEQ H: BEB44




UIB OF THIFRHAL REUEHU
6: 15 ESIATE SMITH BAY







> CUSTRICS CREY



| SCOTIA MASTERCARD | Check Number: Check Date: | $\begin{aligned} & 68645 \\ & \text { Dec 24, } 2013 \end{aligned}$ |
| :---: | :---: | :---: |
|  | Check Amount: | \$4,642.15 |
| Itemso be Paid - Description | Discount Taken | Amount Paid |
| GROSS REC. GROSS RECIIPTS NOV 2013 |  | 4,642.15 |













| UMIED CORPORATION D/E/A PLAZAESTRA |
| :---: |
| SCOTIA MASTERCARP |

Itam to be Paid - Description

| UNITED CORPORATION D/B/A <br> PLAZA EXTRA <br> 4C \& 4D ESTATE SION FARM CHRISTIANSTED, VI DO821 <br> (340) 778-6240 (340) 719-1870 |  | MLAR DE PUERTO RICO 101-687/216 |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Four Thousand Fiva Hundred Thirty-Five and 32/100 Dollara |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |



BANCO POEULAR-ADVANTAGE
Item to be paid - Description
DEC. 2013


UNITED CORPORATION D/B/A PLAZA EXTRA
68851

| UNITED CORPORATION D／G／A PLAZA EXTRA． 6885 |  |  |
| :---: | :---: | :---: |
| banco popular－advantage | Check Number： Check Date： | 68850 |
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| JAN24 GROSS | TANUARY 2014 GROSS TAX |  | 49,500.00 |


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Gross Receipts

GRT Due

United Rentals
East







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Check Number： 69352
Check Date：May 1， 2014

Check Amount：$\$ 97,544.08$
Discount Taken
Amount Paid
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| :---: | :---: | :---: | :---: | :---: | :---: |
| GROSS RECEIPTS TAX | 5\% |  |  |  |  |
|  | Plaza East | Plaza <br> West | Plaza <br> STI | United Rentals | Total |
| Total Revenues | 2,680,469.59 | 2,547,249.69 | 2,569,261. 32 | 54,468.33 | 7,851,449,43 |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | 2,331.59 | (5,616,80) |  |  | (3,285.21) |
| Gross Receipts | 2,682,801.18 | 2,541,632.89 | 2,569,261.82 | 54,468.33 | 7,848,164.22 |
| GRT Due | 134,140.06 | 127,081.64 | 128,463.09 | 2,723.42 | 392,408.21 |
|  |  | 23100 | 23200 | 14500 | 29300 |
| United Rentals East | 2,723.42 |  |  |  |  |
|  | 136,863.48 |  |  |  |  |
|  | 23, ${ }^{\text {a }}$ |  |  |  |  |





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| UNTED CORPORATION D/E/A PLAZA EXTRA טY - |  |  |
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| EASCO PQPOULAR-ADVANTACE | Check Number: Check Date: | $\begin{aligned} & 69515 \\ & J u n 2,2014 \end{aligned}$ |
| Item to be Paid - Description | Check Amount: Discount Taken | $\$ 99,000.00$ <br> Amount Pajd |
| APRIL2014 GRT APRII 2014 GRT |  | 49,500.00 |
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EANCO POPULAR DE PUERTO RICO 69515
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TO THE
ORDER BANCO POPULAR-ADVANTAGE
OF: P.O. BOX 70100
SAN JUAN, PR 00936

Memo: 4549-0550-4631-3791


UNITED CORPORATION D/E/A PLAZA EXTRA


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Check Date: Jun 30, 2014
Check Amount: $\$ 99,000.00$
Discount Taken Amount Paid

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BANCO POPTEAR- ADYANTAGE
Check Number: 69664
Check Date: Jun 30, 2014

Check Amount: \$1,710.42
Item to be Paid - Description
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RUSTOER DPPY

## Payment of United Shopping Center Gross Receipt Taxes from Plaza Account Summary 01/12-05/14



| UNITED CORPORATION GROSS RECEIPTS TAX | 5\% |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Plaza <br> East | Plaza <br> West | Plaza STI | United Rentals | Total |
| Total Revenues | 2,866,827.78 | 2,762,357.57 | 2,570,323.47 | 38,638.33 | 8,238,147.15 |
| Adjustments: |  |  |  |  |  |
| Net Latto Sales | (4,020.43) | 480.11 |  |  | $(3,540.32)$ |
| Net Phone Card Sales | $(2,809.00)$ | $(3,155.00)$ |  |  | (5,964.00) |
| Gross Receipts | 2,859,998,35 | 2,759,682.68 | 2,570,323.47 | 38,638.33 | 8,228,642.83 |
| GRT Due | 142,999.92 | 137,984,13 | 128,516,17 | 1,931.92 | 411,432.14 |
|  |  | 23100 | 23100 | 14500 |  |
| United Rentals | 1,931.92 |  |  |  |  |
| East | 144,931.84 |  |  |  |  |
|  | 23100 |  |  |  |  |


| UNITED CORPORATION GROSS RECEIPTS TAX | 5\% |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Plaza <br> East | Plaza <br> West | Plaza <br> STI | United Reritals | Total |
| Total Revenues | 2,596,519,75 | 2,566,532.74 | 2,242,225,63 | 32,218.33 | 7,437,496.45 |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | (3,084.21) | (2,943.86) |  |  | $(6,028.07)$ |
| Net Phone Card Sales | $(1,650.00)$ | $(3,440,00)$ |  |  | $(5,090.00)$ |
| Gross Receipts | 2,591,785.54 | 2,560,148.88 | 2,242,225,63 | 32,218.33 | 7,426,378.38 |
| GRT Due | 129,589.28 | 128,007.44 | 112,111.28 | 1,610.92 | 371,318.92 |
|  |  | 23100 | 23100 | 14500 |  |
| United Rentals | 1,610.92 |  |  |  |  |
| East | 131,200.20 |  |  |  |  |
|  | 23100 |  |  |  |  |


| GROSS RECEIPTS TAX | 5\% |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Plaza <br> East | Plaza <br> West | Plaza <br> STI | United Rentals | Total |
| Total Revenues | 2,749,467.17 | 973,436.63 | 2,402,852.74 | 40,028.33 | 6,165,784,87 |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | (1,086.34) | $(1,648.53)$ |  |  | $(2,734.87)$ |
| Net Phone Card Sales | $(1,840.00)$ | (670.00) |  |  | (2,510,00) |
| Gross Receipts | 2,746,540.83 | 971,118.10 | 2,402,852,74 | 40,028.33 | 6,160,540.00 |
| GRT Due | 137,327.04 | 48,555.91 | 120,142.64 | 2,001,42 | 308,027.01 |
|  |  | 23100 | 23100 | 14500 |  |
| United Rentals | 2,001.42 |  |  |  |  |
| East | 139,328.46 |  |  |  |  |
|  | 23100 |  |  |  |  |
| PARTNERSHIP: |  |  |  |  |  |
| Total Revenues | 923,331.13 | 973,436.63 | - | 0 | 1,896,767.76 |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | 5,505.40 | (1,648.53) |  |  | 3,856.87 |
| Net Phone Card Sales | (735.00) | (670.00) |  |  | $(1,405.00)$ |
| Gross Receipts | 928,101.53 | 971,118.10 | $\checkmark$ | - | 1,899,219.63 |
| GRT Due | 46,405.08 | 48,555.91 | - | - | 94,960.99 |
|  | 23100 | 23100 | 23100 | 14500 |  |
| UNITED CORPORATION: $1,826,136.04$ <br> Total Revenues 1, |  |  |  |  | $25$ |
|  |  | - | 2,402,852.74 | 40,028.33 | 4,269,017.11 |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | (6,591.74) | - |  |  | (6,591.74) |
| Net Phone Card Sales | (1,105.00) | - |  |  | $(1,105,00)$ |
| Gross Receipts | 1,818,439.30 | - | 2,402,852.74 | 40,028.33 | 4,261,320.37 |
| GRT Due | 90,921.97 | - | 120,142.64 | 2,001.42 | 213,066.02 |
|  |  | 23100 | 23100 | 14500 |  |
| United Rentals | 2,001.42 |  |  |  |  |
| East | 92,923.39 |  |  |  |  |
|  | 23100 |  |  |  |  |


| UNITED CORPORATION GROSS RECEIPTS TAX | 5\% |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Plaza <br> East | Plaza West | Plaza <br> STI | United Rentals | Total |
| Total Revenues | 2,638,448.96 | . | 2,347,478.62 | 38,551.82 | 5,024,479.40 |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | (4,857.01) |  |  |  | (4,857.01) |
| Net Phone Card Sales | (1,540.00) |  |  |  | $(1,540.00)$ |
| Gross Receipts | 2,632,051.95 | - | 2,347,478,62 | 38,551.82 | 5,018,082.39 |
| GRT Due | 131,602.60 | - | 117,373,93 | 1,927.59 | 250,904.12 |
|  |  | 23100 | 23100 | 14500 |  |
| United Rentals | 1,927.59 |  |  |  |  |
| East | 133,530.19 |  |  |  |  |
|  | 23100 |  |  |  |  |



CHART 17
C:\Users\لohn Gaffney\Desktop\United Corp\2014 EOY\GRT Files\2014-23100 Accrued GRT

| UNITED CORPORATION |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| GROSS RECEIPTS TAX | 5\% |  |  |  |  |
|  | Plaza <br> East | Plaza West | Plaza SIT | United Rentals | Total |
| Total Revenues | 2,616,452.52 | 2,462,292,49 | 2,347,850.82 | 39,718.33 | 7,466,314.16 |
| MIS.Revenues |  |  |  |  |  |
| Adjustments: |  |  |  |  |  |
| Net Lotto Sales | $(5,250.89)$ | (3,754.08) | - | - | (9,004.97) |

Gross Receipts
GRT Due

United Rentals East


# CHART 17, P.Z 

C: \Users\لohn Gaffney\Desktop\United Corp\2014 EOYZ2014-00 Gross Rcpts Tax\2014-00 23100 Accrued GRT

UNITED CORPORATION

Total Revenues
MIS.Revenues
Adjustments:
Net Lotto Sales
$5 \%$


Gross Receipts

$$
\begin{array}{llll}
2,891,433.13 & 2,653,978.79 & 2,584,310.63 & 29,118,33
\end{array}
$$

GRT Due

United Rentals
East


$C \rightarrow \quad \operatorname{Mar14}$

## United Corporation West (Pship)

## Summary of Remaining Partnership Items

For the Period From Jan 1, 2013 to Sep 30, 2015

| Location | A/C | A/C Description | Yusuf <br> $(176,353.61)$ | Hamed |
| :--- | :--- | :--- | :---: | ---: |
| East | 10400 | Cash - Banco CC 3307 | - |  |
| East | 14500 | Due from/to Shopping Ctr | $(119,529.01)$ | - |
| East | 14500 | Adjust Re Mtg on 10/01 | $119,529.01$ | - |
| East | 20000 | Accounts Payable (@ 8/31/15) | $326,017.99$ | - |
| East | 25800 | Deposit Error Suspense | $193,649.63$ | - |
|  |  |  | $343,314.01$ | - |
|  |  |  |  |  |
| STT | 14000 | Due from/to Yusuf | $186,819.33$ | - |
| STT | 25800 | Deposit Error Suspense | - | $181,355.40$ |
| STT | Adjust | Paid to KAC357 in July 2015 | - | $(181,355.40)$ |
| STT | Adjust | Trop Shpg Pd for KAC357 | - | $(10,242.00)$ |
|  |  |  | $186,819.33$ | $(10,242.00)$ |
|  |  |  |  |  |


| West | 14000 | Due from/to Yusuf | 120,167.33 | - |
| :---: | :---: | :---: | :---: | :---: |
| West | 14500 | Due from/to Shopping Ctr | (900,000.00) | - |
| West | 14600 | Due from/to Hamed | - | (24,700.00) |
| West | 20000 | Accounts Payable | $(5,632.57)$ | 2,780.41 |
| West | 25800 | Deposit Error Suspense | - | $(39,788.40)$ |
|  |  |  | (785,465.24) | $(61,707.99)$ |
|  |  | Due from (to) Partnership | (255,331.90) | $(71,949.99)$ |
|  |  | Partnership Distribution | 255,331.90 | 255,331.90 |
|  |  | Repmt fr NonCash Distrib | (255,331.90) | (71,949.99) |
|  |  | Net Cash Payout | - | 183,381.91 |



## United Corporation East (Pship)

## General Ledger

For the Period From Jan 1, 2013 to Sep 30, 2015


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

| WALEED HAMED, as Executor of theEstate of MOHAMMAD HAMED, | CIVIL NO. SX-12-CV-370 |
| :---: | :---: |
|  |  |
| v. Plaintiff/Counterclaim Defendant, ) |  |
|  |  |
|  |  |
|  |  |
| ) | ACTION FOR INJUNCTIVE |
| FATHI YUSUF and UNITED CORPORATION, | RELIEF, DECLARATORY |
|  | JUDGMENT, AND |
| Defendants/Counterclaimants, ) | PARTNERSHIP DISSOLUTION, |
|  | WIND UP, AND ACCOUNTING |
| v. ) |  |
| ) |  |
| 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, |  |
|  |  |
|  | CIVIL NO. SX-14-CV-287 |
| Plaintiff, ) |  |
|  | ACTION FOR DAMAGES AND |
| v. ) | DECLARATORY JUDGMENT |
| ) |  |
| UNITED CORPORATION, ) |  |
|  |  |
| Defendant. ) |  |
|  |  |
| ) |  |
| WALEED HAMED, as Executor of the ) |  |
| Estate of MOHAMMAD HAMED, ) | CIVIL NO. SX-14-CV-278 |
|  |  |
| v. Plaintiff, ) | ACTION FOR DEBT AND |
|  | CONVERSION |
| ) |  |
| FATHI YUSUF, |  |
|  |  |
| Defendant. ) |  |

Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries Page 2 of 19

FATHI YUSUF and ) UNITED CORPORATION, )

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. ST-17-CV-384
ACTION TO SET ASIDE FRAUDULENT TRANSFERS

CASE NO.: SX-18-CV-219
ACTION FOR DEBT AND UNJUST ENRICHMENT

YUSUF'S OPPOSITION TO HAMED'S MOTION TO COMPEL AS TO HAMED CLAIM - H-165 REGARDING \$176,267.97 IN UNCLEAR ACCOUNTING ENTRIES

Defendant/counterclaimant Fathi Yusuf ("Yusuf"), through his undersigned counsel, respectfully submits this Opposition to Hamed's Motion to Compel as to Hamed Claim - H-165

Regarding $\$ 176,267.97$ in Unclear Accounting Entries as follows:

## I. Hamed Claim H-165 for $\$ 176,267.97$ Represents Partnership Liabilities from the Partnership Financial Statements.

The $\$ 176,267.97$, which is the subject of Hamed Claim H-165 and this motion as to Interrogatory No. 27 and RTP 35 is a number that was listed on the Partnership Financial Statements as "Partnership Liabilities" prepared by John Gaffney and provided to both partners. See Exhibit A - January 31, 2017 Email from John Gaffney providing supporting documentation including Partnership Financial Statements to parties in support of the Twelfth Bi-Monthly Report, Exhibit B - Partnership Financial Statement reflecting the \$176,267.97 in September 31, 2016 attached to the January 31, 2017 email and Exhibit C-Partnership General Ledger, also attached to the January 31, 2017 email. ${ }^{1}$ When Yusuf filed his initial Accounting Claims and Proposed Distribution Plan on September 30, 2016, he listed a number of debts and potential liabilities of the Partnership that would need to be held in reserve or paid before any distribution of the remaining Partnership assets could be made. The $\$ 176,267.97$ was listed in Yusuf's initial Accounting Claims and Proposed Distribution. See Exhibit E - Yusuf Original Accounting Claims excerpts, p. 6 and Chart attached as Exhibit A thereto. Said number was taken directly from the Partnership's Financial Statement as of the end of September, 2016. To be clear, the $\$ 176,267.97$ in Current Liabilities it is not a claim that Yusuf is making-rather, it is a fact as to what was showing as Current Liabilities on the Partnership Financial Statement at the time.

[^6]When the parties were required to update their Accounting Claims, Yusuf filed his Amended Accounting Claims and Proposed Distribution Plan on October 30, 2017. See Exhibit F - Yusuf's Amended Claims excerpts, p. 7-8 and Chart attached as Exhibit A-1 thereto. Yusuf again noted the then current value of the Current Liabilities for the Partnership, updated as per the latest financial information on the Partnership Financial Statements provided to both parties by the Partnership Accountant. Yusuf also noted that the value of the Partnership Liabilities included a possible $\$ 30,000.00$ for John Gaffney as the Partnership Accountant, which Yusuf had identified elsewhere in his Amended Claim and, therefore, noted that the various Current Liabilities had been reduced over time (as would be expected) and therefore, the amount remaining was only $\$ 39,273.51$.

## II. Yusuf's Discovery Responses Were Proper.

In responding to discovery, Yusuf pointed out all of the above and explained that Yusuf was not the proper individual to respond to the inquiry but that he was relying upon John Gaffney, who prepared the Partnership Financial Statements and financial information supporting the various Bi-Monthly Reports to explain the details of the $\$ 176,267.97$ and the subsequent reductions. Yusuf then provided the information he had available and where the information could be found. See Exhibit G-Yusuf's Initial Responses. Yusuf maintains that those responses and objections were proper.

Further, Hamed attempts to create the narrative that Yusuf ignored a Rule 37 letter or agreed to provide documents and then in support of this false narrative references a number of letters submitted by Hamed as Exhibits 3 through 8 to his Motion. However, Yusuf shows that this is incorrect and disingenuous. There is absolutely nothing anywhere in Hamed's Exhibits 4,
$5,6,7$ or 8 that even reference Interrogatory No. 27 or RTP 35 or some deficiency by Yusuf. The only reference is made is Exhibit 3 and notes a deficiency that appears completely unrelated and as it references Judge Ross' ruling as to claims H-41 through H-141- not the subject of the alleged unclear $\$ 176,267.97$ in alleged unclear accounting entries. After misleadingly referencing Exhibits 3 through 8 in an effort to improperly demonstrate repeated attempts by Hamed to secure information, Hamed then states, "the parties had some passing conversations but nothing was documented in writing." If nothing was documented in writing - why does Hamed reference and attach five exhibits that have nothing to do with the discovery at issue? Rather, the first substantive time that there was any issue raised as to any alleged deficiency as to Interrogatory No. 27 and RTP 35 was on October 3, 2019. Hamed had failed to submit his Rule 37 letter within sufficient time to provide Yusuf with 14 days to respond under the rules but requested a truncated time to review and discuss. Although under no obligation to do so, Yusuf obliged so as to keep the scheduling order that the parties had submitted to the Master for filing motions to compel by October 15, 2019. During the call, Yusuf advised that this information was better suited for Gaffney to respond. Given the compressed time, Hamed advised that he will simply proceed to file his motion and we could work together if supplementation occurred thereafter. Again, both counsel were attempting to cooperate with each other and yet, adhere to the deadlines of the proposed scheduling order to file motions to compel. Nonetheless, Yusuf shows that there has been no lingering attempt to ignore any specific deficiency or unilateral attempt to avoid response. ${ }^{2}$

[^7]Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
Page 6 of 19

Further, Hamed had possession of the information and if he needed further clarification, Hamed should have sought the information directly from Gaffney - a process which Hamed otherwise has pursued and has been working.

## III. Although Objections and Prior Responses Were Proper, Supplemental Responses Provided.

Although Yusuf maintains that his prior responses and objections were proper, nonetheless, in an effort to bring this matter to a close, Yusuf has inquired further of John Gaffney to explain the number and detail that comprises it. See Exhibit H - Supplemental Responses to Interrogatory No. 27 and RTP 35 with attachments. The attachments include:

1. Partnership Financial Statement from 2016, 2017, 2018 and June 2019, (already in Hamed's possession).
2. January 31, 2017 Email from Gaffney with Partnership Financial Statement and Partnership General Ledger (already in Hamed's possession).
3. Partnership Accounts Payable General Ledger as to Current Liabilities updated (earlier version already in Hamed's possession - See Exhibit C.
4. Printout of specific charges with explanations from John Gaffney. The substance of information was provided to Hamed when the various Bi-Monthly Reports and supporting documentation was provided. As noted, Hamed previously objected, inter alia, to payments to Fathi Yusuf for example in his role as Liquidating Partner.
[^8]In its essence, the account is a list of liabilities that the Partnership owes and is anticipated to owe and then pays. The value fluctuates as liabilities are incurred and payments made. As explained before, many of the payments reflect potential tax liabilities, salaries paid to Yusuf as Liquidating Partner and to John Gaffney as the Partnership Accountant. Gaffney was in communication with Judge Ross as to when those salaries should end and same was reflected in the account. Over time, the amount has diminished as payments were made as to those liabilities. At present, the potential liabilities account is down to $\$ 4,150,95$, excluding the potential reserve of $\$ 30,000$ possible payment to Gaffney. See Exhibit H - Supplemental Response, June 2019 Partnership Financial Statement.

In the event, that additional information regarding these values is necessary, Yusuf shows that he is unable to provide the information beyond simply parroting what John Gaffney may explain. John Gaffney is aware of the information as it is the result of his work as the Partnership Accountant. To the extent that Hamed has further inquiries relating to this value, Hamed should depose Mr. Gaffney and should be required to pay for his time to do so. Yusuf is not seeking to claim this amount and rather, Yusuf was just indicating that whatever contingent liabilities existed for the Partnership at the time that distribution of Partnership assets is made, then those liabilities must be paid first - a basic tenant of the dissolution process. Hamed has engaged in a process, which seeks information directly from John Gaffney relating to his accounting for the Partnership. If Hamed seeks further clarification for that issue, then Hamed can undertake the process of submitting it to Gaffney for response.

## CONCLUSION

Yusuf's Responses to Interrogatory 27 and RTP 35 were proper objections and responses. Hamed has been in possession of the information, which supports the valuation, provided directly by the Partnership Accountant and to the extent that Hamed seeks even further clarification from Gaffney, Hamed may depose him for that information at his expense. On these grounds, Yusuf respectfully requests that Hamed's Motion be denied.

Respectfully submitted,

## Dudley Newman Feuerzeig LLP

DATED: November 4, 2019
By: ls/Charlotte K. Perrell
GREGORY H. HODGES (V.I. Bar No. 174)
CHARLOTTE K. PERRELL (V.I. Bar No. 1281)
P.O. Box 756

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E-Mail: ghodgesandnfvi,com cperrelladnfvi.com

Attorneys for Fathi Yusuf and United Corporation

## CERTIFICATE OF SERVICE

I hereby certify that on this $4^{\text {th }}$ day of November, 2019, I caused the foregoing YUSUF'S OPPOSITION TO HAMED'S MOTION TO COMPEL AS TO HAMED CLAIM - H-165 REGARDING $\$ 176,267.97$ IN UNCLEAR ACCOUNTING ENTRIES, which complies with the page and word limitations of Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

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/s/Charlotte K. Perrell

## INDEX OF EXHIBITS

Exhibit A - January 31, 2017 Email from John Gaffney providing supporting documentation including Partnership Financial Statements to parties in support of the Twelfth Bi-Monthly Report

Exhibit B - Partnership Financial Statement reflecting the $\$ 176,267.97$ in September 31, 2016 attached to January 31, 2017 Email from Gaffney

Exhibit C - Partnership General Ledger attached to January 31, 2017 Email from Gaffney

Exhibit D - Hamed Objection to Twelfth Bi-Monthly Report
Exhibit E- Yusuf Original Accounting Claims excerpts, p. 6 and Chart attached as Exhibit thereto

Exhibit F - Yusuf's Amended Claims excerpts, p. 7-8 and Chart attached as Exhibit A1 thereto

Exhibit G - Yusuf's Initial Responses to Interrogatory No. 27 and RTP 35
Exhibit H - Supplemental Responses to Interrogatory No. 27 and RTP 35 with attachments

Exhibit I - Email communication on December 20, 2018 at 10:33 a.m. from Counsel for Yusuf to Counsel for Hamed

Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
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## Exhibit A

| From: | John Gaffney [johngaffney@tampabay.rr.com](mailto:johngaffney@tampabay.rr.com) <br> Sent: <br> To: |
| :--- | :--- |
| Tuesday, January 31, 2017 4:45 PM |  |
| Cc: | Edgar Ross |
| fathiyusuf@yahoo.com; George H.T. Dudley; Gregory H. Hodges; 'Joel Holt' 'Carl |  |
| Subject: | Hartmann' |
| Attachments: | 12th Bi-Monthly Report |
|  | 2016-12 00 Plaza Liquidation Budget.pdf; 2016-12 00 Plaza Liquidation Actualypdf; |
|  | 2016-12 00 Plaza Actual P\&L.pdf; 2016-12 01 Plaza Pship Fin Statements.pdf; 2016-12 |
|  | 02 Plaza Pship Cash Recons.pdf; 2016-12 03 Plaza Pship Cash Register.pdf; 2016-12 04 |
|  | Plaza Pship AP Aging.pdf; 2016-12 05 Plaza Pship GL's.pdf; 2016-12 06 BPPR Securities |
|  | Summary.pdf |

Dear Judge Ross,
Attached are the files supporting the $12^{\text {th }}$ bi-monthly report. Financials are presented for the period ended $12 / 31 / 16$.

Regards,

John Gaffney
(305)332-7094

Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
Page 12 of 19

## Exhibit B

Plaza Exira Partnership Balance Sheets

| As of: |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10300 Cash in Bank - Operating | (\$ | 15,145.11) (\$ | 15,145.11) (\$ | 12,440 32) (S | 12,440 32) (\$ | ( $12,440.32)(\$$ | 12,440,32) (\$ | 12,440,32) (\$ | 12,44032)(\$ | 12,440.32) (\$ | 12,44032)(\$ | \$ 12,44032$)$ \$ | 000 |
| 10350 Cash in Bank - Payroll |  | (625 79) | (625 79) | (625.79) | $(62579)$ | (625.79) | (625.79) | (625 79) | (625.79) | (625.79) | (625.79) | (625 79) | 000 |
| 10600 Cash - Bank Claims 9091 |  | 1,562,603.20 | 1,559,619.87 | 1,467,480 75 | 831,428 21 | 838,489.42 | 718,450.97 | 718,45097 | 581,040.51 | 581,106.23 | 517,482.54 | 485,285.04 | 454,162 15 |
| 10700 Cash-Bank Liquid 9075 |  | 125,585.24 | 125,565,24 | 125,545 24 | 125,525 24 | 125,505.24 | 125.48524 | 125,465 24 | 125,445.24 | 125,425 24 | 125,405 24 | 125,385 24 | 125,365 24 |
| 14600 Due from (to) Hamed |  | 524.67 | 000 | 0.00 | 0.00 | 000 | 000 | 000 | 0.00 | 0.00 | 000 | 0.00 | 0.00 |
| 15100 Marketable Secunities - BPPR |  | 8,027,354 43 | 8,044,180 41 | 8,218,31985 | 8,261,088.99 | 8,272.725.45 | 8,343,036 76 | 8,451,995 35 | 8,468,668 59 | 8,468,462.07 | 8,363,271,11 | 8,291,87190 | 8,369,401 67 |
| 15150 Uurrealized (Gain) Loss-BPPR |  | 138,768 48 | 132,51297 | $(16,53826)$ | (71,61754) | $(72,331.63)$ | $(100,378.74)$ | (213,275.14) | (204,919.69) | (188,532.69) | $(92,049.70)$ | (22,973.74) | (57,590,78) |
| Total Current Assets |  | 9,839,065,12 | 9,846,107,59 | 9,781,741,47 | 9,133,358 79 | 9,151,322.37 | 9,073,528.12 | 9,069,57031 | 8,957,16854 | 8,973,39474 | 8,901,043 08 | 8,866,502.33 | 8,891,338 28 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |  |

Total Property and Equipment
Other Assets
Total Other Assets
Total Assets


LIABILITIES AND CAPITAL

| Current Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Current 20000 | Accounts Payable - Trade | \$ | 50,166.00 \$ | 91,083 00 | \$ | 71,519 08 \$ | 113,157,89 | \$ | 144,062.89 | \$ | 115,369.35 | 5 | 208.719 .15 | 5 | 146,267,97 | 5 | 174,628.49 |  | 143,943,70 |  | 138,440,74 5 | 5 137,114,78 |
| 23000 | Accrued Expenses |  | 30,000 00 | 30,000.00 |  | 30,000.00 | 30,00000 |  | 30,000,00 |  | 30,000,00 |  | 30,000,00 |  | 30,000,00 |  | 30,000.00 |  | 30,000.00 |  | 30,000.00 | 30,000,00 |
|  | Total Current Liabilities |  | 80,166.00 | 121,083.00 |  | 101,519.08 | 143,15789 |  | 174,062 89 |  | 145,36935 |  | 238,719 15 |  | 176,267.97 |  | 204,628.49 |  | 173,943 70 |  | 168,440 74 | 167,114,78 |
| Long-Term Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Long-Term Liabilities |  | 0.00 | 0.00 |  | 0,00 | 0.00 |  | 000 |  | 000 |  | 0.00 |  | 0.00 |  | 000 |  | 0.00 |  | 0.00 | 0.00 |
|  | Total Liabilities |  | 80.166 .00 | 121,083.00 |  | 101,519.08 | 143,15789 |  | 174,062.89 |  | 145,36935 |  | 238,71915 |  | 176,267 97 |  | 204,628 49 |  | 173.943.70 |  | 168,440,74 | 167,114,78 |
| Capital |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 33000 | Dividend Distrib's (Ptr Draws) |  | 000 | 000 |  | 0.00 | (563,287.25) |  | (563,287.25) |  | (563,287 25 ) |  | $(563,287.25)$ |  | $(563,287.25)$ |  | (563,287.25) |  | (563,287.25) |  | (563,287.25) | $(563,287.25)$ |
| 39000 | Retained Eamings |  | 9,807,484,84 | 9,807,484.84 |  | 9,807,484.84 | 9,807,484 84 |  | 9,807,484.84 |  | 9,807,484.84 |  | , 807,484.84 |  | 9,807,484.84 |  | 9,807,484.84 |  | 9,807,484.84 |  | 9,807,484.84 | 9,807,484.84 |
|  | Net Income |  | (48,585.72) | (82,460.25) |  | (127,262.45) | (253,996.69) |  | (266,938,1]) |  | (316,038.82) |  | 413,346.43) |  | (463,297.02) |  | (475,431,34) |  | (517,09821) |  | (546,136.00) | (519,974.09) |
|  | Total Capital |  | 9.758,899.12 | 9,725,024,59 |  | 9,680,222.39 | 8,990,200,90 |  | 8,977,259 48 |  | 8,928,158.77 |  | 8,830,351.16 |  | 8,780,900.57 |  | 8,768.766.25 |  | 8,727,099.38 |  | 8.698.061.59 | 8,724.223 50 |
|  | Total Liabilities \& Capital | $\underline{ }$ | 9,839,065.12 5 | 9,846,107.59 | S | 9,781,741.47 \$ | 9,133,358 9 |  | 9,151,32237 |  | 9,073,528 12 |  | ,069,57031 |  | 8,957,168,54 |  | 8,973,394,74 |  | 8,901,043.08 |  | 8,866,502,33 \$8,88 | 8,891,338.28 |

Plaza Extra Partnership
Income Statement - 12 Periods
2016


|  | Month Ended | 01/31/16 | 02/29/1G | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/10 | 10/31/16 | 11/30/16 | 12/31/16 | YTD Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 47000 | Revenue - Miscellaneous Sales | \$ 000 | 000 | 000 | $(50.00)$ | 000 | 000 | 0.00 | 0.00 | 000 | 000 | 000 | 000 (\$ | 50.00 ) |
| 48000 | Reverue - Sales Discounts | 000 | $(3,64000)$ | 000 | 0.00 | 000 | 000 | 000 | (40.00) | 0.00 | 0.00 | 000 | 000 | (3,680 00) |
|  | Total Revenues | 0.00 | (3.640.00) | 000 | (50.00) | 0.00 | 0.00 | 0.00 | (40.00) | 0.00 | 0.00 | 000 | 0.00 | (3,730.00) |
| Cost of Sales |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 50000 | COS-Purchases | (410.00) | 0.00 | 000 | 000 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (41000) |
| 51000 | COS - Freight Expense | 000 | 0,00 | 000 | 26000 | 0.00 | 0,00 | 0.00 | 000 | 0.00 | 000 | 000 | 000 | 26000 |
| 52200 | COS - US Customs Expense | 0.00 | 2.250 .00 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.250 .00 |
|  | Total Cost of Sales | (410.00) | 2.250 .00 | 0.00 | 260.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.100 .00 |
|  | Gross Profit | 410.00 | (5,890.00) | 0.00 | (310.00) | 0,00 | 0.00 | 0.00 | (40.00) | 0.00 | 0.00 | 0.00 | 000 | (5,830,00) |
| Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 60000 | Accounting Fees | 0,00 | 0,00 | 000 | 000 | 000 | 0.00 | 0,00 | 1.55000 | 0,00 | 000 | 0.00 | 000 | 1,55000 |
| 60800 | Bank Charges | 20.00 | 2000 | 2000 | 2000 | 2000 | 2000 | 20.00 | 20.00 | 20.00 | 20.00 | 2000 | 2000 | 240.00 |
| 61300 | Contract Labor Expense | 0,00 | 000 | 000 | 0.00 | 000 | 36,20000 | 0.00 | 0.00 | 0.00 | 3,800 00 | 5,000 00 | 0,00 | 45,000,00 |
| 63000 | Insurance - Emp Health | 000 | 0.00 | 000 | 000 | 000 | 000 | 000 | 39761 | 0.00 | 0,00 | 000 | 000 | 39761 |
| 63200 | Insurance - Gen Liability | 0,40 | 0.00 | 0.00 | 0.00 | 000 | 000 | 50,000 00 | 0.00 | 000 | 000 | 000 | 000 | 50,000 40 |
| 63600 | Insurance - Workers' Comp | 000 | 31799 | 000 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 000 | 000 | 000 | 31799 |
| 64500 | Legal Fees Expense | 17,337,00 | 4,07100 | 27,083 00 | 6,020 00 | 000 | 1,240.50 | 11,41880 | 000 | 495.00 | 0.00 | 1,192.50 | 1.43750 | 70,295 30 |
| 66400 | Rent Expense - Other | 733,33 | 73333 | 1,466,66 | 000 | 733.33 | 1,50701 | 0.00 | 741.40 | 74140 | 741.40 | 74140 | 741.40 | 8.880,66 |
| 67400 | Taxes-Empr FUTA Expense | 0,00 | 982.68 | 000 | 74,779 10 | (9,935 49) | 0,00 | 000 | 000 | 000 | 000 | 000 | 000 | 65,826.29 |
| 67500 | Taxes-Empt VI Unemp | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,547,65 | 0.00 | 38,44990 | 000 | 1,273,38 | (13,51951) | 0.00 | 38,751,42 |
| 68200 | Travel \& Hotels Expense | 000 | 0.00 | 3,000,00 | 1,000 00 | 1,000 00 | 1.00000 | 1,000.00 | 50000 | 50000 | 50000 | 000 | 0.00 | 8,500,00 |
| 69000 | Wages - Officer Salaries | 24,055,00 | 23,698.00 | 29,603.75 | 23,683,00 | 23,683,00 | 28.084 .75 | 22,319,00 | 27,89875 | 22,319.00 | 22,319 00 | 27,898.75 | 22,31900 | 297,88100 |
| 69200 | Wages - Managers | 8,774.00 | 8.732 .00 | 8,717.00 | 8,612.00 | 8,612.00 | 10,765.00 | 8,612.00 | 5,381.62 | 4,305.12 | 4,305.12 | 5,381.40 | 5,299.03 | 87,496.29 |
|  | Total Expenses | 50,919.73 | 38,555.00 | 69,890.41 | 114.114-10 | 24.112 .84 | 91.364 .91 | 93,369.80 | 74,939 28 | 28,380.52 | 32.958.90 | 26,714. 54 | 29.81693 | 675,136.76 |
|  | Net Operating Income | (50,509.73) | (44,445.00) | (69.890.41) | (114,424.10) | (24, 112,84) | (91,364,91) | (93, 369.80) | (74,979.28) | (28,380.52) | (32.958.90) | [26,714.54) | (29.816.93) | (680,966.96) |

Other Income (Expense)
80000 Other Income (Expense)
80150 Interest Income - Nontaxable
80200 Dividend Income
$\$ 0800$ Broker \& Account Mgt Fees
81100 Proceeds from Securities Sold
81200 Cost of Securities Sold
81300 Basis Adj's Securities Sold
83100 ST Cap Gain Distrib's - BPPR
83200 LT Cap Gain Distrib's - BPPR
Total Other Income (Expense)
Net Income

| 0.00 | 000 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 65.72 | 0.00 | 0.00 | 13,066,11 | 13,13183 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0.00 | 0.00 | 0.00 | 0,00 | 249.05 | 000 | 0.00 | 0,00 | 0,00 | 0.00 | 0.00 | 0.00 | 249.05 |
| 20,000.00 | 16,250.00 | 7,093,75 | 5,625,00 | 16,250 00 | 23,750.00 | 14,375 00 | 19,343 75 | 7,875,00 | 10,405 56 | 12,312 50 | 24,878,47 | 178,159 03 |
| 1.15 | 1.16 | 18,39713 | 1.42 | 1.51 | 23,693 84 | 1.78 | 2.91 | 13,872.20 | 1.15 | 152 | 26,332 32 | 82,308,09 |
| ( $12,774.99$ ) | 0.00 | 000 | (12,959 05) | 0.00 | 0.00 | $(13,29733)$ | 0.00 | 000 | (13,540.06) | 0.00 | 0.00 | $(52,57143)$ |
| 0.00 | 000 | 248,088,50 | 0.00 | 000 | 000 | 000 | 249,394,50 | 000 | 0.00 | 178,335.00 | 142,027,72 | 817,845,72 |
| 0.00 | 000 | $(243,377,86)$ | 0.00 | 0.00 | 0.00 | 0.00 | (235,642 51) | 0.00 | 000 | (187,510.3i) | ( $157,636.66$ ) | (824,16734) |
| $(5,302,15)$ | $(5,68069)$ | ( $5,113 \mathrm{31}$ ) | (4,977 51) | (5,329 14) | $(5,179$ 64) | $(5,017.26)$ | (8,069 96) | $(5,566.72)$ | $(5,574.62)$ | (5,461,96) | $(5,296.19)$ | (66,569 15) |
| 0.00 | 000 | 0.00 | 0.00 | 000 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 208.97 | 20897 |
| 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 | 12,398.10 | 12,398.10 |
| 1,92401 | 10,570.47 | 25,088.21 | (12,310.14) | 11,171,42 | 42,264,20 | (3,937.81) | 25,028.69 | 16,24620 | (8,707.97) | (2,323 25) | 55,978.84 | 160,992.87 |
| (\$ 48,585.72) | (33.874.53) | (44,802.20) | (126,73424) | (12,941, 42) | (49,100.71) | (97.307.61) | (49.950.59) | (12,134,32) | (41.666.87) | (29,037,79) | 26,161.91 | 519,974.09) |

United Corporation East (Pship)
Balance Sheets

| As of |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10300 Cash - Bank Op'g 8830 | (\$ | 871.05) (\$ | 87105) (S | 871.05) (S | 871 05) (\$ | 87105)(\$ | 87105) (S | 87105) (\$ | 871.05) (\$ | 871 05) (S | 871.05) (\$ | 871.05) \$ | 0.00 |
| Total Current Assets |  | (871.05) | (871.05) | (871 05) | (871 05) | (871 05) | (871.05) | (87105) | (871 05) | (871,05) | (871.05) | (871 05) | 0.00 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Property and Equipment |  | 000 | 0.00 | 000 | 0.00 | 000 | 000 | 0.00 | 000 | 000 | 000 | 0.00 | 000 |
| Other Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Other Assets |  | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 0.00 | 000 | 0,00 | 000 | 000 |
| Total Assets | (S | 871 05) (\$ | 871.05) (S | 871.05) (5 | $87105)(\mathrm{S}$ | 871 05) (\$ | 871.05) (5 | 871.05) (\$ | 871.05) (\$ | $871.05)$ (S | $871.05)$ (\$ | $871.05) 5$ | 0.00 |

LTABILITIES AND CAPTTAL

| Curren | ties |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & 20000 \\ & 23000 \end{aligned}$ | Accounts Payable - Trade <br> Accrued Expenses | \$ | $\begin{aligned} & 32,829.00 \mathrm{~s} \\ & 10,000.00 \end{aligned}$ | $\begin{aligned} & 66,55967 \mathrm{~s} \\ & 10,000.00 \end{aligned}$ | $\begin{aligned} & 41,320.75 \mathrm{~S} \\ & 10,000.00 \end{aligned}$ | $\begin{gathered} 107,137,89 \$ \\ 10,000.00 \end{gathered}$ | $\begin{gathered} 140,43289 \mathrm{~S} \\ 10.000 .00 \end{gathered}$ | $\begin{gathered} 114,128,85 \mathrm{~S} \\ 10,000.00 \end{gathered}$ | $\begin{gathered} 196,059.85 \mathrm{~s} \\ 10.000 .00 \\ \hline \end{gathered}$ | $\begin{gathered} 147,009,37 \mathrm{~S} \\ 10,00000 \end{gathered}$ | $\begin{gathered} 174,133,49 \mathrm{~S} \\ 10,000.00 \end{gathered}$ | $\begin{aligned} & 140,35312 \mathrm{~s} \\ & 10,000.00 \end{aligned}$ | $\begin{gathered} 108,059.25 \mathrm{~s} \\ 10,000.00 \\ \hline \end{gathered}$ | $\begin{array}{r} 135,67728 \\ 10.000 .00 \\ \hline \end{array}$ |
|  | Total Current Liabilities |  | 42,829 00 | 76,559 67 | 51,320 75 | 117,13789 | 150.43289 | 124,128 85 | 206,059.85 | 157,00937 | 184,133.49 | 150,353 12 | 118,059 25 | 145,677 28 |
| Long-T | Term Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 28600 | Pship Claims Reserve Clearing |  | 65,294.61 | 65,294,61 | 131,854.28 | 174,421 24 | 174,421 24 | 240,075,03 | 240,075,03 | 361,395,78 | 361,395 78 | 422.300 .27 | 449,424.39 | 449,42439 |
|  | Total Long-Term Liabilities |  | 65,294.61 | 65,29461 | 131,854.28 | 174,421.24 | 174,421:24 | 240,075,03 | 240,075.03 | 361,395.78 | 361,395.78 | 422,300.27 | 449,424.39 | 449,424.39 |
|  | Total Liabilities |  | 108,123.61 | 141.854,28 | 183,175,03 | 291,559 13 | 324,854,13 | 364,203,88 | 446,134 88 | 518,405 15 | 545,529 27 | 572,653.39 | 567,483, 64 | 595,10L.67 |
| Capital |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 39000 | Retained Earnings |  | $(76,165,66)$ | $(76,165.66)$ | $(76,165,66)$ | $(76,165,66)$ | $(76,165.66)$ | $(76,165,66)$ | $(76,165,66)$ <br> (370.840 27) | $(76,165.66)$ <br> (443.11054) | $\begin{array}{r} (76,165,66) \\ (470,234,66) \\ \hline \end{array}$ | $\begin{gathered} (76,165.66) \\ (497,358.78) \end{gathered}$ | $(76,165,66)$ $(492,189.03)$ | $(76,16566)$ $(518,936.01)$ |
|  | Total Capita! |  | (108,994,66) | (142,725.33) | (184,046.08) | (292,430.18) | (325,725,18) | ( $365,074.93$ ) | (447.005.93) | (519,276 20) | ( $546,400.32$ ) | ( $573,524.4$ ) | ( 568.354 .69 ) | (595,101.67) |
|  | Total Liabilities \& Capital | (S | 871.05) (S | 871.05) (S | ( 871.05) (S | 871.05)(\$ | 871.051 (S | 871.05) (\$ | ( 871.05) (\$ | 87105)(\$ | 871.05) (5 | 87105)(s | 871.0575 | 000 |


| United Corporation East (Pship) Income Statement - 12 Periods |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Month Ended |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 | $\begin{gathered} 2016 \\ \text { YTD Total } \\ \hline \end{gathered}$ |
| Revenues |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 47000 Revenue - Miscellaneous Sales | \$ | 000 | 000 | 0.00 | (50 00) | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | (5000) |
| 48000 Revenue - Sales Discounts |  | 000 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | $(40,00)$ | 000 | 0.00 | 0.00 | 0.00 | (40,00) |
| Total Revenues |  | 0.00 | 0.00 | 000 | (50.00) | 0.00 | 0.00 | 0.00 | (40.00) | 000 | 0.00 | 0.00 | 0.00 | (90.00) |
| Cost of Sales |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 51000 COS - Freight Expense |  | 0.00 | 0.00 | 0.00 | 26000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 260.00 |
| Total Cost of Sales |  | 0.00 | 000 | 000 | 260.00 | 0.00 | 000 | 000 | 000 | 000 | 0.00 | 0.00 | 0.00 | 26000 |
| Gross Profit |  | 000 | 0.00 | 0.00 | (310.00) | 0.00 | 0.00 | 0.00 | (40.00) | 0.00 | 0.00 | 0.00 | 0.00 | (350.00) |
| Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 63200 Insurance - Gen Liability |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50,000,00 | 0.00 | 000 | 000 | 0.00 | 000 | 50,000 00 |
| 63600 Insurance - Workers' Comp |  | 0.00 | 317,99 | 0.00 | 000 | 000 | 0.00 | 000 | 000 | 000 | 0.00 | 000 | 0.00 | 31799 |
| 67400 Taxes-Empr FUTA Expense |  | 000 | 982.68 | 0.00 | 74,779, 10 | 000 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 000 | 000 | 75,761 78 |
| 67500 Taxes - Empr VI Unemp |  | 0.00 | 000 | 000 | 000 | 000 | (500.00) | 0.00 | 38,449.90 | 0,00 | 000 | $(38,44990)$ | 000 | (50000) |
| 68200 Travel \& Hotels Expense |  | 000 | 0.00 | 3,000,00 | 1,000 00 | 1,000.00 | 1,000,00 | 1,000,00 | 500.00 | 500.00 | 500.00 | 000 | 000 | 8,500.00 |
| 69000 Wages - Officer Salaries |  | 24.055.00 | 23,698,00 | 29,603 75 | 23,683.00 | 23,683.00 | 28,084.75 | 22,319.00 | 27,898 75 | 22,319 00 | 22,31900 | 27,898.75 | 22,31900 | 297,881 00 |
| 69200 Wages - Managers |  | 8,774.00 | 8,732.00 | 8,717,00 | 8,612.00 | 8,612.00 | 10,765.00 | 8,612.00 | 5,381.62 | 4,30512 | 4,305,12 | 5,381,40 | 5,299,03 | 87,496.29 |
| Total Expenses |  | 32.829.00 | 33,730.67 | 41.32075 | 108.074.10 | 33,295,00 | 39,349,75 | 81.931 .00 | 72.230.27 | 27,124.12 | 27,124,12 | (5,169,75) | 27,618.03 | 519,457.06 |
| Net Operating Income |  | (32.829.00) | $(33,730,67)$ | (41,320, 75) | ( $108,384,10)$ | (33.295.00) | (39,34975) | (81,931.00) | $(72.270,27)$ | (27,124, 12) | (27.124.12) | 5,169.75 | (27,618,03) | (519,807.05) |
| Other Income (Expense) |  | 0.00 | 0.00 | 0.00 | 000 | 000 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 87105 | 87105 |
| Total Other Income (Expense) |  | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 871.05 | 871.05 |
| Net Income | (S | $32,829.00)$ | $(33,730.67)$ | (41,320.75) | (108,384.10) | (33,295.00) | (39,349,75) | (81,931.00) | $(72,270.27)$ | (27,124.12) | (27,124.12) | 5,160,75 | (26,746.98) | (518,936.01) |

United Corporation West (Pship
Balance Sheets

| As of | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31:16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assets |  |  |  |  |  |  |  |  |  |  |  |  |
| 10300 Cash - Bank Op'g 6269 | (\$ 4,846.12) | (\$ 4,846.12) | (\$ 4,846, i2) | (\$ 4,846, 12) | (\$ 4,846.12) | (\$ 4,846.12) | (\$ 4,846.12) | (\$ 4,846.12) | (\$ 4,846.12) | (\$ 4,846.12) | (\$ 4,846.12) | 000 |
| 10600 Cash - Bank Claims 9091 | 1,562,603.20 | 1,559,619 87 | 1,467,480,75 | 831,428,21 | 838,489 42 | 718,450 97 | 718,45097 | 581.04051 | 581,106 23 | 517.482.54 | 485.285.04 | 454.162 15 |
| 10700 Cash - Bank Liquid 9075 | 125,585.24 | 125,565 24 | 125,545,24 | 125,525:24 | 125,505,24 | 125,485,24 | 125,465,24 | 125,445,24 | 125,425,24 | 125,40524 | 125,38524 | 125,365 24 |
| 14600 Due from (to) Hamed | 52467 | 000 | 000 | 0.00 | 000 | 0.00 | 000 | 0.00 | 0.00 | 000 | 0.00 | 0.00 |
| 15100 Marketable Sccurities - BPPR | 8,027,354,43 | 8,044,180 4I | 8,218,319.85 | 8,261,088 99 | 8,272,725.45 | 8,343,036 76 | 8,451,995,35 | 8,468,668 59 | 8,468,462,07 | 8,363,27111 | 8,291,871 90 | 8,369,401 67 |
| 15150 Unrealized (Gain) Loss - BPPR | 138,768.48 | 132,512.97 | (16,538 26) | (71,617.54) | ( $72,331.63$ ) | (100.378.74) | (213.275.14) | (204.919.69) | (188,532.69) | (92,049.70) | (22,973,74) | (57,590 78) |
| Total Current Assets | 9,849,989,90 | 9,857.032.37 | 9,789,961.46 | 9,141,578.78 | 9,159,542,36 | 9,081,748.11 | 9,077,790.30 | 8,965,388.53 | 8.981,614 73 | 8,909,263,07 | 8,874,722.32 | 8,891,338 28 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Property and Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 000 | 000 | 0.00 | 0.00 | 000 |
| Other Assets |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Other Assets | 0.00 | 0.00 | 0.00 | 000 | 000 | 0.00 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 |

Total Assets


LIABILITIES AND CAPITAL
Current Lisbilities
20000 Accounts Payable - Trade
23000 Accrued Expenses
Total Current Liabilities
Long-Term Liabilities
28600 Pship Claims Reserve Clearing

| $(76,196.12)$ | $(82,086.12)$ | $(151,350.58)$ | $(193,917,54)$ | $(193,917.54)$ | $(259,571$ | $33)$ | $(259,571$ | $33)$ | $(380,892,08)$ | $(380,89208)$ | $(441,796.57)$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

Total Loog-Term Liabilities
Total Liabilities
Capital
30000 Common Stock
31000 Additional Paid-In Capital
32000 Less Cost of Treasury Stock
33000 Dividend Distributions
39000 Retained Earnings
Net Income
Total Capital
Total Liabitities \& Capital

| $\begin{array}{ll} \$ & 17,337.00 \\ & 10,000.00 \\ \hline \end{array}$ | $\begin{array}{ll} \$ & 24,52333 \\ & 10,00000 \\ \hline \end{array}$ | $\begin{array}{ll} \$ & 30,198,33 \\ & 10,000,00 \\ \hline \end{array}$ | $\begin{array}{lr} \mathrm{S} & 6,020.00 \\ & 10,000.00 \\ \hline \end{array}$ | $\begin{array}{r} 3,63000 \\ 10,00000 \\ \hline \end{array}$ | $\begin{array}{lr} \$ & 1,240.50 \\ & 10,000.00 \\ \hline \end{array}$ | S $\begin{array}{r}12,659,30 \\ 10,00000\end{array}$ | $\text { (S } \begin{array}{r} 741,40) \\ 10,000.00 \\ \hline \end{array}$ | S $\begin{array}{r}49500 \\ 10,00000\end{array}$ | S $\begin{array}{r}3,59058 \\ 10,000,00\end{array}$ | $\begin{array}{ll} \$ & 30,381.49 \\ & 10,000.00 \\ \hline \end{array}$ | $\begin{array}{lr} 1,43750 \\ & 10,00000 \\ \hline \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27,337.00 | 34.52333 | 40,198 33 | 16,020.00 | 13,63000 | 11.240 .50 | 22.65930 | 9,25860 | 10.49500 | 13,590 58 | 40,381.49 | 11.43750 |
| (76,196.12) | (82,086.12) | (151,350.58) | (193,917.54) | (193,917,54) | (259,571 33) | (259,571 33 ) | (380,892,08) | (380,89208) | (441,796.57) | (468,920.69) | (468,920,69) |
| (76,196.12) | (82,086,12) | ( $151,350.58$ ) | (193,917.54) | (193,917 54) | (259,57133) | (259,571 33) | (380,892.08) | (380,892.08) | (4,41,796,57) | (468,920.69) | $(468,920.69)$ |
| (48,859 12) | (47.562.79) | (111,152.25) | (177,897.54) | (180,287.54) | (248,330.83) | (236,91203) | (371,633.48) | (370,397.08) | (428,205.99) | (428,539.20) | (457,483.19) |
| 200,000 00 | 200,000 00 | 200,000 00 | 200,000.00 | 200.00000 | 200,000.00 | 200,000,00 | 200,000.00 | 200,00000 | 200,000 00 | 200,000.00 | 200,000 00 |
| 12,454,539.26 | 12,454,539 26 | 12,454,539.26 | 12.454,539.26 | 12,454,539 26 | 12,454,539.26 | 12,454,539 26 | 12,454,539.26 | 12.454,539 26 | 12,454,539.26 | 12,454.539.26 | 12.454,539.26 |
| (400,000.00) | $(400,000$ 00) | (400,000 00) | $(400,000,00)$ | $(400,00000)$ | $(400,000,00)$ | ( 400,000000 | $(400,00000)$ | $(400,000.00)$ | $(400,000,00)$ | $(400,000,00)$ | $(400,000.00)$ |
| 0.00 | 000 | 000 | ( $563,287.25$ ) | $(563,28725)$ | $(563,287,25)$ | ( $563,287.25$ ) | $(563,287.25)$ | ( $563,287.25$ ) | $(563,287.25)$ | $(563,28725)$ | ( 563,287 25) |
| (2,339.523.52) | (2.339,523.52) | (2.339.523.52) | ( $2,339,523.52$ ) | (2.339.523 52) | ( $2,339,523,52$ ) | (2.339.523.52) | (2.339,523.52) | (2.339.523 52) | (2,339.523.52) | (2,339.523.52) | (2,339,523.52) |
| (16,166.72) | (10,420.58) | (13,90203) | (32.252.17) | (11,898.59) | (21.64955) | (37.026.16) | (14,706,48) | 28332 | (14,259.43) | $(48,466.97)$ | [2,907.02) |
| 9,898,849.02 | 9,904,595.16 | 2,901,113.71 | 9,319,476.32 | 9,339,829.90 | 9,230,078.94 | 9314,70233 | 9337,02201 | 9,352,01181 | 9,337,469.06 | 9,303.261.52 | 9,348,821,47 |
| \$9.849,989,90 | \$9.857,032,37 | \$9,789.96146 | \$9,141,578.78 | \$9.159,542,36 | \$9,081,748.11 | \$9.077,790 30 | \$8,965,388 53 | S 8,981,614.73 | \$8,909,263 07 | \$8.874,722,32 | \$8,891,338 28 |

United Corporation West (Pship)
income Statement - 12 Periods

|  | Month Ended: | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/10 | 12/31/16 | $\begin{gathered} 2016 \\ \text { YTD Total } \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Revenues |  | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Cost of Sales


United Corporation STT (Pship)
Balance Sheets

| As of |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10300 Cash - Bank Op'g 2010 | (\$ | 9,427.94) (S | 9,42794) (\$ | 6,723.15) (\$ | 6,723 15) (\$ | 6,723,15) (\$ | 6,723.15) (\$ | 6,723.15) (\$ | 6,723.15) (\$ | 6,723.15) (\$ | 6,723.15) (\$ | $6,723.15) \mathrm{S}$ | 0.00 |
| 10350 Cash - Bank Payroll 0640 |  | (625 79) | (625.79) | (625 79) | (625 79) | (625.79) | (625.79) | $(625.79)$ | $(625.79)$ | (62579) | (625.79) | (625 79) | 0.00 |
| Total Current Assets |  | (10,053 73) | (10,053.73) | (7,348,94) | (7,348 94) | $(7,348,94)$ | (7,348,94) | (7,348,94) | (7,348.94) | (7,348,94) | $(7,348,94)$ | (7,348,94) | 0,00 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Property and Equipment |  | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 0,00 | 000 |
| Other Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Other Assets |  | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Assets | (\$ | 10,053 73) (\$ | 10,053.73) (\$ | 7,348.94) (\$ | 7,348.94) ( $\S$ | 7,348,94)(\$ | 7,348.94) (\$ | 7,348.94) (\$ | 7,348.94) (\$ | 7.348.94) (\$ | 7,348.94) (\$ | 7,34894) s | 0.00 |

LIABILITIES AND CAPITAL.

| Current Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 23000 Accrued Expenses | \$ | $10,000.00 \$$ | 10,000 00 \$ | $10,000.00$ \$ | $10,000.00$ \$ | $10,00000 \$$ | $10,000.00 \$$ | $10,000.00 \mathrm{~s}$ | 10,000 00 s | 10,000 00 \$ | $10,000,00$ \$ | $10,000.00 \mathrm{~s}$ | 10,000.00 |
| Total Current Liabilities |  | $10,000.00$ | 10,00000 | 10,000.00 | 10,000 00 | 10,000 00 | 10,000 00 | 10,000 00 | 10,000,00 | 10,00000 | 10,000 00 | 10,000 00 | 10,000.00 |
| Long-Term Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 28600 Pship Claims Reserve Clearing |  | 10,901 S1 | 16,791.51 | 19,49630 | 19,49630 | 19,496 30 | 19,496,30 | 19,49630 | 19,496,30 | 19,49630 | 19,496.30 | 19,496.30 | 19,496.30 |
| Total Long-Term Liabilities |  | 10,901.51 | 16,79151 | 19,496,30 | 19,49630 | 19,496.30 | 19,496,30 | 19,496,30 | 19,496,30 | 19,496 30 | 19,496 30 | 19,496.30 | 19,496.30 |
| Total Liabilities |  | 20,901.51 | 26,791.51 | 29,496.30 | 29,496.30 | 29,496,30 | 29,496.30 | 29,496.30 | 29,496.30 | 29,496.30 | 29,496.30 | 29,496.30 | 29,496.30 |
| Capital |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 39000 Retained Earnings Net Income |  | $\begin{array}{r} (31,365,24) \\ 410.00 \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,36524) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365.24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,36524) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,36524) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ 1,868,94 \\ \hline \end{array}$ |
| Total Capital |  | $(30,955.24)$ | (36,845,24) | (36,845.24) | $(36,845,24)$ | ( $36,845.24$ ) | $(36,845,24)$ | $(36,845.24)$ | (36,845.24) | $(36,845.24)$ | ( $36,845,24$ ) | (36,845.24) | (29,496.30) |
| Total Liabilities \& Capital | (\$ | 10,053.73) (\$ | 10,053.73) (\$ | 7,348.94) (\$ | 7,348.94)(\$ | 7,348.94) (\$ | 7,348.94) (\$ | 7,348.94) (\$ | 7,348.94) (\$ | 7,348.94) (\% | 7,348.94) (S | $7,348.94) \mathrm{S}$ | 000 |



Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
Page 13 of 19
Exhibit C

## United Corporation East (Pship) <br> General Ledger

For the Period From Jan 1, 2016 to Dec 31, 2016

| Account lo | Account Description | Date | Reference | Jrifl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10300 | Cash - Bank Op'g 8830 | 1/1/16 |  |  | Beginning Balance |  |  | -871.05 |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJE111 | GEN $j$ | WIO P'SHIP STALE DTD O/S CK 100095 | 500.00 |  |  |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJE1T1 | GENJ | WIO P'SHIP STALE DTD O/S CK 100055 | 149.17 |  |  |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJET11 | GENJ | WIO P'SHIP STALE DTD O/S CK 100309 | 87.17 |  |  |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJE111 | GENJ | WIO P'SHIP STALE DTD O/S CK 63813 | 99.98 |  |  |
| 10300 | Cash - Bank Op'g 8830 | 12/31/76 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 99060 | 34.73 |  |  |
| 10300 | Cash-Bank Op'g 8830 |  |  |  | Change | 871.05 |  | 871.05 |
| 20000 | Accounts Payable - Trade | 1/1/16 |  |  | Beginning Balance |  |  | -65,294.61 |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-112 | 6,459.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: CRA2 |  | 30,827.00 |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-103 | 375.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA 292 | CDJ | UNITED CORPORATION - Invoice: 15-082 | 174.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-113 | 22,319.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-122 | 5.75 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-123 | 26,149.07 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: $15-121$ | 54.89 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-123 | 27.898 .75 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/15 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-123 | 12,686,15 |  |  |
| 20000 | Accounts Payable - Trade | 1/31/16 | 16-0131-01 | PJ | UNITED CORPORATION |  | 24,055.00 |  |
| 20000 | Accounts Payable - Trade | 1/31/16 | 16-0131-02 | PJ | UNITED CORPORATION |  | 8,774.00 |  |
| 20000 | Accounts Payable - Trade | 2/16/16 | 16-0216-01 | PJ | UNITED CORPORATION |  | 317.99 |  |
| 20000 | Accounts Payable - Trade | 2/16/16 | 16-0216-02 | PJ | UNITED CORPORATION |  | 982.68 |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-01 | PJ | UNITED CORPORATION |  | 23,698.00 |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-02 | PJ | UNITED CORPORATION |  | 8,732.00 |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice; 16-013 | 24,055.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: $16-022$ | 8,732.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 16-022 | 23,698.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 16-021 | 317.99 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 16-021 | 982.68 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 16-013 | B,774.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/31/16 | 16-0331-01 | PJ | UNITED CORPORATION |  | 29,603.75 |  |
| 20000 | Accounts Payable - Trade | 3/31/16 | 16-0331-02 | PJ | UNITED CORPORATION |  | 8,717.00 |  |
| 20000 | Accounts Payable - Trade | 3/31/16 | 16-0331-03 | PJ | UNITED CORPORATION |  | 3,000.00 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 302 | CDJ | UNITED CORPORATION - Invoice: $16-03{ }^{3}$ | 29,603.75 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 302 | CDJ | UNITED CORPORATION - Invoice: 16-033 | $3,000.00$ |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 302 | CDS | UNITED CORPORATION - Invoice: 16-033 | 8,717,00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | FUTA2013 | PJ 1 | INTERNAL REVENUE SERVICE |  | 74,779.10 |  |
| 20000 | Accounts Payable - Trade | 4/15/16 | 16-0415-01 | PJ | UNITED CORPORATION |  | 50.00 |  |
| 20000 | Accounts Payable - Trade | 4/18/16 | 16-0418-01 | PJ | UNITED CORPORATION |  | 260,00 |  |
| 20000 | Accounts Payable - Trade | 4/22/16 | 16-0422-01 | PJ | UNITED CORPORATION | 1,246.21 |  |  |
| 20000 | Accounts Payable - Trade | 4/30/16 | 16-0430-01 | PJ | UNITED CORPORATION |  | 23,683,00 |  |
| 20000 | Accounts Payable - Trade | 4/30/16 | 16-0430-02 | PJ | UNITED CORPORATION |  | 8,612.00 |  |
| 20000 | Accounts Payable - Trade | 4/30/16 | 16-0430-03 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | Accounts Payable - Trade | 5/31/16 | 16-0531-01 | PJ | UNITED CORPORATION |  | 23,883,00 |  |
| 20000 | Accounts Payable - Trade | 5/31/16 | 16-0531-02 | PJ | UNITED CORPORATION |  | 8,612.00 |  |
| 20000 | Accounts Payable - Trade | 5/31/16 | 16-0531-03 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312CM | PJ | UNITED CORPORATION |  |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-042 | 1,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: $16-041$ | 260.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-041 | 50.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-042 |  | 1,246.21 |  |
| 20000 | Accounts Payable - Trade | 6/10/15 | CRA312 | CDJ | UNITED CORPORATION - Invoice: CRA3- |  | 65,653.79 |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CD. 1 | UNITED CORPORATION - Invoice: 16-05? | B,612.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-052 | 1,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-0.53 | 23,683.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-043 | 23,683.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-04? | 8,612.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA315CM | PJ | UNITED CORPORATION | 500.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/30/16 | 16-0630-01 | PJ | UNITED CORPORATION |  | 28,084.75 |  |
| 20000 | Accounts Payable - Trade | 6/30/16 | 16-0630-02 | PJ | UNITED CORPORATION |  | 10,765.00 |  |
| 20000 | Accounts Payable - Trade | 6/30/16 | 16-0630-03 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | Accounts Payable - Trade | 7/19/16 | 16-0719-01 | PJ | UNITED CORPORATION |  | $50,000.00$ |  |
| 20000 | Accounts Payable - Trade | 7/31/16 | 16-0731-01 | PJ | UNITED CORPORATION |  | 22,319,00 |  |
| 20000 | Accounts Payable - Trade | 7/31/16 | 16-0731-02 | PJ | UNITED CORPORATION |  | 8,612.00 |  |
| 20000 | Accounts Payable - Trade | 7/31/16 | 16-0731-03 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | CM16-0719-01 | PJ | UNITED CORPORATION | 50,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | 321 CM | PJ | UNITED CORPORATION | $71,280.75$ |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 16-06? | 28,084,75 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 16-073 | 1,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CO.J | UNITED CORPORATION - Invoice: 16-072 | 8,512.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 16-073 | 22,319.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 16-06? | 1,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | COJ | UNITED CORPORATION - Invoice: CRA3 |  | 500.00 |  |


| Account ID | Account Description | Date | Reference | Jand | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice 321 CN |  | 71,280.75 |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: $16-06{ }^{\circ}$ | 10,765.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/13/16 | 16-0813-01 | PJ | UNITED CORPORATION |  | 40.00 |  |
| 20000 | Accounts Payable - Trade | 8/17/16 | 16-0817-01 | PJ | VIEMPLOYMENT SECURITY AGENCY |  | 38,449,80 |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 16-0813-01CM | PJ | UNITED CORPORATION | 40.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/31/16 | 16-0831-01 | PJ | UNITED CORPORATION |  | 27,898.75 |  |
| 20000 | Accounts Payable - Trade | 8/31/16 | 16-0831-02 | PJ | UNITED CORPORATION |  | 5,381.62 |  |
| 20000 | Accounts Payable - Trade | 8/31/16 | 16-0831-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | Accounts Payable - Trade | 9/30/16 | 16-0930-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | Accounts Payable - Trade | 9/30/16 | 16-0930-02 | PJ | UNITED CORPORATION |  | 4,305.12 |  |
| 20000 | Accounts Payzble - Trade | 9/30/16 | 16-0930-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | Accounts Payable - Trade | 107716 | CM16-0930 | PJ | UNITED CORPORATION | 80,904,49 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: $16-$ D88 | 5,381,62 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice; CM16- |  | 60,904.49 |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-093 | 22,319.00 |  |  |
| 20000 | Accounts Payable - Trade | 1077/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-092 | 500,00 |  |  |
| 20000 | Accounts Payable - Trade | 1077116 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-082 | 500.00 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: $16-082$ | 27,898.75 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CD. ${ }^{\text {d }}$ | UNITED CORPORATION - Invoice: $16-093$ | 4,305.12 |  |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 16-1031-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 16-1031-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 16-1031-02 | PJ | UNITED CORPORATION |  | 4,305.12 |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CM16-1031 | PJ | UNITED CORPORATION | 27,124,12 |  |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice: $16-102$ | 4,305.12 |  |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CD. 1 | UNITED CORPORATION - Invoice: $16-102$ | 500,00 |  |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice: CM16- |  | 27.124.12 |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice: 16 -10? | 22,319,00 |  |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-0817-01CM | PJ | VIEMPLOYMENT SECURITY AGENCY | 38,449,90 |  |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-1101-01 | PJ | UNITED CORPORATION |  | 27,898.75 |  |
| 20000 | Accounis Payable - Trade | 11/30/16 | 16-1130-02 | PJ | UNITED CORPORATION |  | 5,381.40 |  |
| 20000 | Accounts Payable - Trade | 12/31/16 | 16-1231-01 | PJ | UNITED CORPORATION |  | 22,319,00 |  |
| $\begin{aligned} & 20000 \\ & 20000 \end{aligned}$ | Accounts Payable - Trade | 12/31/16 | 16-1231-02 | PJJ | UNITED CORPORATION |  | 5,299,03 |  |
|  | Accounts Payable - Trade |  |  |  | Change | 745,910,65 | 816,293.32 | -70,382.67 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-135,677.28$ |
| 23000 | Accrued Expenses | 1/1/16 |  |  | Beginning Balance |  |  | $-10,000,00$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -10,000.00 |
| 28600 | Pship Claims Reserve Clearing | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 3/9/16 | 297 | CDJ | UNITED CORPORATION |  | 66,559,67 |  |
| 28600 | Pship Claims Reserve Clearing | 4/1/16 | 302 | CDJ | UNITED CORPORATION |  | $41,320.75$ |  |
| 28600 | Pship Claims Reserve Clearing | 4/22/16 | 16-0422-01 | PJ | UNITED CORPORATION - LUTHERAN FI |  | 1,246.21 |  |
| 28600 | Pship Claims Reserve Clearing | 6/10/16 | CRA312CM | PJ | UNITED CORPORATION - REIMB APR \& |  | 65,653.79 |  |
| 28600 | Pship Claims Reserve Clearing | 8/9/16 | CM16-0719-01 | PJ | UNITED CORPORATION - JONES SETTL |  | 50,000.00 |  |
| 28600 | Pship Claims Reserve Clearing | 8/12/16 | 321 CM | PJ | UNITED CORPORATION - CRA REIMB PI |  | 71,280.75 |  |
| 28600 | Pship Claims Reserve Clearing | 8/30/16 | 16-0813-01CM | PJ | UNITED CORPORATION - PAID BY WES |  | 40.00 |  |
| 28600 | Pship Claims Reserve Clearing | 10/7/16 | CM16-0930 | PJ | UNITED CORPORATION - P'SHIP EAST : |  | 60,904.49 |  |
| 28600 | Pship Claims Reserve Clearing | 11/23/16 | CM16-1031 | PJ | UNITED CORPORATION - CRA CHK 332 |  | 27,124.12 |  |
| 28600 | Pship Claims Reserve Clearing |  |  |  | Change |  | 449,424.39 | -449,424.39 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -449,424.39 |
| 39000 | Retained Earnings | 1/1/16 |  |  | Beginning Balance |  |  | 76,165.66 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 76,165.66 |
| 47000 | Revenue - Miscellaneous Sales | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 47000 | Revenue-Miscellaneous Sales | 4/15/16 | 16-0415-01 | PJ | UNITED CORPORATION - STT GIFT CEF | 50.00 |  |  |
| 47000 | Revenue - Miscellaneous Sales |  |  |  | Change | 50.00 |  | 50.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 50.00 |
| 48000 | Revenue - Sales Discounts | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 48000 | Revenue - Sales Discounts | 8/13/16 | 16-0813-01 | PJ | UNITED CORPORATION - GIFT CERT RE | 40.00 |  |  |
| 48000 | Revenue - Sales Discounts |  |  |  | Change | 40.00 |  | 40,00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 40.00 |
| 51000 | COS - Freight Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 51000 | COS - Freight Expense | 4/18/16 | 15-0418-01 | PJ | UNITED CORPORATION - REIMB PE EAE | 280.00 |  |  |
| 51000 | COS - Freight Expense |  |  |  | Change | 260.00 |  | 260.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 260.00 |
| 63200 | Insurance - Gen Liability | 1/1/16 |  |  | Begining Balance |  |  |  |
| 63200 | Insurance - Gen Liability | 7/19/16 | 16-0719-01 | PJ | UNITED CORPORATION - JONES SETTL | 50,000.00 |  |  |
| 63200 | Insurance - Gen Liability |  |  |  | Change | 50,000,00 |  | 50,000.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 50,000.00 |
| 63600 | Insurance - Workers' Comp | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63600 | Insurance - Workers' Comp | 2/16/16 | 16-0216-01 | PJ | UNITED CORPORATION - WORKERS' Cl | 317.98 |  |  |
| 63600 | Insurance - Workers' Comp |  |  |  | Change | 317.99 |  | 317.99 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 317.99 |
| 67400 | Taxes-Empr FUTA Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 67400 | Taxes-Empr FUTA Expense | 2/16/16 | 16-0216-02 | PJ | UNITED CORPORATION - FUTA LATE FE | 982.68 |  |  |
| 67400 | Taxes - Empr FUTA Expense | 4/1/16 | FUTA2013 | P.J | INTERNAL REVENUE SERVICE - 02/12/4 | 74,779.10 |  |  |
| 67400 | Taxes - Empr FUTA Expense |  |  |  | Change | 75,761.78 |  | $75,761,78$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $75,761.78$ |
| 67500 | Taxes - Empr VI Unemp | 1/1/16 |  |  | Beginning Balance |  |  |  |


| Account ID | Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 67500 | Taxes - Empr Vi Unemp | 6/10/16 | CRA315CM | PJ | UNITED CORPORATION - CREDIT PSHIF |  | 500.00 |  |
| 67500 | Taxes - Empr VI Unemp | 8/17/16 | 16-0817-01 | PJ | VI EMPLOYMENT SECURITY AGENCY- | 38.449 .90 |  |  |
| 67500 | Taxes - Empr VI Unemp | 11/30/16 | 16-0817-01CM | PJ | VI EMPLOYMENT SECURITY AGENCY - |  | 38,449.90 |  |
| 67500 | Taxes - Empr VI Unemp |  |  |  | Change | 38,449.90 | 38,949.90 | -500.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -500.00 |
| 68200 | Travel \& Hotels Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 68200 | Travel \& Hotels Expense | 3/31/16 | 16-0331-03 | PJ | UNITED CORPORATION - GAFFNEY TR/ | 3,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 4/30/16 | 16-0430-03 | PJ | UNITED CORPORATION - GAFFNEY API | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 5/31/16 | 16-0531-03 | PJ | UNITED CORPORATION - GAFFNEY MA' | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 6/30/16 | 16-0630-03 | PJ | UNITED CORPORATION - GAFFNEY JUN | 1,000,00 |  |  |
| 68200 | Travel \& Hotels Expense | 7/31/16 | 16-0731-03 | PJ | UNITED CORPORATION - GAFFNEY JUL | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 8/31/16 | 16-083t-03 | PJ | UNITED CORPORATION - 50\% GAFFNEI | 500.00 |  |  |
| 68200 | Travel \& Hotels Expense | 9/30/16 | 16-0930-03 | PJ | UNITED CORPORATION - 50\% GAFFNE) | 500.00 |  |  |
| 68200 | Travel \& Hotels Expense | 10/31/16 | 16-1031-03 | P.) | UNITED CORPORATION - $50 \%$ GAFFNEI | 500.00 |  |  |
| 68200 | Travel \& Hotels Expense |  |  |  | Change | 8,500,00 |  | 8,500,00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 8,500.00 |
| 69000 | Wages - Officer Salaries | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 69000 | Wages - Officer Salaries | 1/31/16 | 16-0131-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 24,055.00 |  |  |
| 65000 | Wages - Officer Salaries | 2/29/16 | 16-0229-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 23,698,00 |  |  |
| 69000 | Wages - Officer Salanies | 3/31/16 | 16-0331-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 29,603.75 |  |  |
| 69000 | Wages - Officer Salaries | 4/30/16 | 16-0430-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 23,683,00 |  |  |
| 69000 | Wages - Officer Salaries | 5/31/16 | 16-0531-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 23,683.00 |  |  |
| 69000 | Wages - Officer Salaries | 6/30/16 | 16-0630-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 28,084.75 |  |  |
| 69000 | Wages - Officer Salaries | 7/31/16 | 16-0731-01 | PJ | UNITED CORPORATION - FATHY YUSUF | 22,319,00 |  |  |
| 69000 | Wages - Officer Salaries | 8/31/16 | 16-0831-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 27,898.75 |  |  |
| 69000 | Wages - Officer Salaries | 9/30/16 | 16-0930-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 22,319.00 |  |  |
| 69000 | Wages - Officer Salaries | 10/31/16 | 16-1031-01 | PJ | UNITED CORPORATION - FATHi YUSUF | 22,319.00 |  |  |
| 69000 | Wages - Officer Salaries | 11/30/16 | 16-1101-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 27,898.75 |  |  |
| 69000 | Wages - Officer Salaries | 12/31/16 | 16-1231-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 22,319,00 |  |  |
| 69000 | Wages - Officer Salaries |  |  |  | Change | 297,881.00 |  | 297,881.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 297,881,00 |
| 69200 | Wages - Managers | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 69200 | Wages - Managers | 1/31/16 | 16-0131-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,774,00 |  |  |
| 69200 | Wages - Managers | 2/29/16 | 16-0229-02 | PJ | UNITED CORPORATION - JOHN GAFFNE | 8,732.00 |  |  |
| 69200 | Wages - Managers | 3/31/16 | 16-0331-02 | PJ | UNITED CORPORATION - GAFFNEY MAI | $8,717.00$ |  |  |
| 69200 | Wages - Managers | 4/30/16 | 16-0430-02 | PJ | UNITED CORRORATION - JOHN GAFFNE | 8,612.00 |  |  |
| 69200 | Wages - Managers | 5/31/16 | 16-0531-02 | PJ | UNITED CORPORATION - JOHN GAFFNF | 8,612.00 |  |  |
| 69200 | Wages - Managers | 6/30/16 | 16-0630-02 | PJ | UNITED CORPORATION - JOHN GAFFNE | 10,765.00 |  |  |
| 69200 | Wages - Managers | 7/31/16 | 16-0731-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,612.00 |  |  |
| 69200 | Wages - Managers | 8/31/16 | 16-0831-02 | PJ | UNITED CORPORATION - GAFFNEY AUI | 5,381.62 |  |  |
| 69200 | Wages - Managers | 9/30/16 | 16-0930-02 | PJ | UNITED CORPORATION - GAFFNEY SEF | 4,305.12 |  |  |
| 69200 | Wages - Managers | 10/31/16 | 16-1031-02 | PJ | UNITED CORPORATION - GAFFNEY OC: | 4,305.12 |  |  |
| 69200 | Wages - Managers | 11/30/16 | 16-1130-02 | PJ | UNITED CORPORATION - JOHN GAFFNi | 5,381.40 |  |  |
| 69200 | Wages - Managers | 12/31/16 | 16-1231-02 | PJ | UNITED CORPORATION - JOHN GAFFNE | 5,299.03 |  |  |
| 69200 | Wages - Managers |  |  |  | Change | 87,496.29 |  | $87,496.29$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $87,496.29$ |
| 80000 | Other Income (Expense) | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | WIO P'SHIP STALE DTD O/S CK 100309 |  | 87.17 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | WIO P'SHIP STALE DTD O/S CK 100095 |  | 500.00 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | WIO P'SHIP STALE DTD OIS CK 99060 |  | 34.73 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 100055 |  | 149,17 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD OIS CK 63813 |  | 99.98 |  |
| 80000 | Other Income (Expense) |  |  |  | Change |  | 871.05 | $-871.05$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-871.05$ |

United Corporation STT (Pship)
General Ledger
For the Period From Jan 1, 2016 to Dec 31, 2016

| Accountid | Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10360 | Cash - Bank Op'g 2010 | 1/1/16 |  |  | Beginning Balance |  |  | -9,427.94 |
| 10300 | Cash - Bank Op'g 2010 | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC | 2,704.79 |  |  |
| 10300 | Cash-Bank Op'g 2010 | 12/31/16 | JE31 | GENJ | W/O STALE DATED CHECKS IN CLOSEI | 6,723,15 |  |  |
| 10300 | Cash - Bank Op'g 2010 |  |  |  | Change | 9,427,94 |  | 9,427.94 |
| 10350 | Cash - Bank Payroll 0640 | 1/1/16 |  |  | Beginning Balance |  |  | -625.79 |
| 10350 | Cash-Bank Payroll 0640 | 12/31/16 | JE31 | GENJ | W/O STALE DATED CHECKS IN CLOSEI | 625.79 |  |  |
| 10350 | Cash - Bank Payroll 0640 |  |  |  | Change | 625.79 |  | 625.79 |
| 20000 | Accounts Payable - Trade | 1/1/16 |  |  | Beginning Balance |  |  | -11.311.51 |
| 20000 | Accounts Payable - Trade | 1/1/16 | 16-0101-01 | PJ | RAJA FOODS | 410.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 16-0125-01 | PJ | CARIBBEAN REFRIGERATION \& MECH | 5,088.97 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 16-0125-02 | PJ | CARIBBEAN REFRIGERATION \& MECH | 5,812,54 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0197 |  | 242,36 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0377 |  | 480.00 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0372 | 35.53 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0396 |  | 604.61 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375V | CDJ | WE ARE WINE LLC - Invoice: 0253 |  | 330.22 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0311 |  | 519.14 |  |
| 20000 | Accounis Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 037 t |  | 563.99 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0377 | 480.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0396 | 604.61 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - invoice: 0372 |  | 35.53 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0371 | 563.99 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0311 | 519.14 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0197 | 242.36 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0253 | 330.22 |  |  |
| 20000 | Accounts Payable - Trade |  |  |  | Change | 14,087.36 | 2,775,85 | 11,311.51 |
| 23000 | Accrued Expenses | 1/1/16 |  |  | Beginning Balance |  |  | -10,000.00 |
|  |  | $12 / 31 / 16$ |  |  | Ending Balance |  |  | -10,000.00 |
| 28600 | Pship Claims Reserve Clearing | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 285 | GENJ | CRMVI INV 4783 PD BY CRA |  | 5,088.97 |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 286 | GENJ | CRMVI INV 4984 PD BY CRA |  | 5,812.54 |  |
| 28600 | Pship Claims Reserve Clearing | 2/8/16 | 293 | GENJ | US CUSTOMS PENALTY PD BY CRA |  | 2,250,00 |  |
| 28600 | Pship Claims Reserve Clearing | 2/29/16 | 16-0229-02 | GENJ | PSHIP GIFT CERTS REDEEMED IN STT |  | 3,640,00 |  |
| 28600 | Pship Claims Reserve Clearing | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC |  | 2,704.79 |  |
| 28600 | Pship Claims Reserve Clearing |  |  |  | Change |  | 19,496.30 | $-19,496,30$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-19,496.30$ |
| 39000 | Retained Earnings | $1 / 1 / 16$ |  |  | Eleginning Balance |  |  | $31,365.24$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $31,365.24$ |
| 48000 | Revenue - Sales Discounts | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 48000 | Revenue - Sales Discounts | 2/29/16 | 16-0229-02 | GENJ | PSHIP GIFT CERTS REDEEMED IN STT | 3,640,00 |  |  |
| 48000 | Revenue - Sales Discounts |  |  |  | Change | 3,640.00 |  | $3,640,00$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $3,640,00$ |
| 50000 | COS - Purchases | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 50000 | COS - Purchases | 1/1/16 | 16-0101-01 | PJ | RAJA FOODS - LATE NOTICE OF BAL DI |  | 410.00 |  |
| 50000 | COS - Purchases |  |  |  | Change |  | 410.00 | $-410.00$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -410.00 |
| 52200 | COS - US Customs Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 52200 | COS - US Customs Expense | 2/8/16 | 293 | GENJ | US CUSTOMS PENALTY PD BY CRA | 2,250.00 |  |  |
| 52200 | COS - US Customs Expense |  |  |  | Change | 2,250.00 |  | 2,250,00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 2,250.00 |
| 66700 | Repairs \& Maintenance Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 285 | GENJ | CRMVI INV 4783 PD BY CRA | 5,088.97 |  |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 286 | GENJ | CRMVI INV 4984 PD BY CRA | 5,812.54 |  |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 16-0125-01 | PJ | CARIBEEAN REFRIGERATION \& MECH - |  | 5,088.97 |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 16-0125-02 | PJ | CARIBBEAN REFRIGERATION \& MECH . |  | 5,812.54 |  |
| 66700 | Repairs \& Maintenance Expense |  |  |  | Change | 10,901.51 | 10,901.51 |  |
| 80000 | Other Income (Expense) | 1/1/16 |  |  | Beginning Ealance |  |  |  |
| 80000 | Other Income (Expense) | 12/31/16 | JE31 | GENJ | W/O STALE DATED CHECKS IN CLOSEI |  | 625.79 |  |
| 80000 | Other Income (Expense) | 12/31/16 | JE3 ${ }^{\text {r }}$ | GENJ | WIO STALE DATED CHECKS IN CLOSE[ |  | 6,723.15 |  |
| 80000 | Other Income (Expense) |  |  |  | Change |  | 7,348.94 | -7,348.94 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -7,348.94 |

## United Corporation West (Pship) <br> General Ledger

For the Period From Jan 1, 2016 to Dec 31, 2016

| Account to | Account Description | Date | Reference | Jmi | Trans Description | Deblt Amt | Credit Amt | Batance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10300 | Cash - Bank Op'g 6269 | 1/1/16 |  |  | Begirning Balance |  |  | $-4.846 .12$ |
| 10300 | Cash - Bank Op'g 6259 | 12/31/16 | JE31 | GENJ | CLR STALE DATED CHECKS IN CLOSEL | 4,846.12 |  |  |
| 10300 | Cash - Bank Op'g 6269 |  |  |  | Change | 4,846.12 |  | 4,846.12 |
| 10600 | Cash - Bank Claims 9091 | 1/1/16 |  |  | Beginning Balance |  |  | 1,648,436.13 |
| 10600 | Cash - Bank Claims 9091 | 1/5/16 | 283 | GENJ | EDGAR ROSS (INV \#4 MASTER FEES) |  | 43,300.00 |  |
| 10600 | Cash - Bank Claims 9091 | 1/5/16 | 284 | GENJ | TOPA PROPERTIES (JAN RENT) |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 285 | GENJ | CRMVI LLC INV 4783 PD BY CRA FOR $\mathrm{S}^{*}$ |  | 5,088.97 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 286 | GENJ | CRMVI LLC INV 4984 PD BY CRA FOR S* |  | 5,812.54 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 291 | GENJ | UNITED CORP 12/31/15 AP BAL PD BY C |  | 65,294.61 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 288 | CDJ | BECKSTEDT \& ASSOCIATES |  | 950.00 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 289 | CDJ | BECKSTEDT \& ASSOCIATES |  | 1,372.50 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 290 | CDJ | BECKSTEDT \& ASSOCIATES |  | 540.00 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 287 | CDJ | AMERICAN MEDIATION INSTITUTE |  | 1,397.50 |  |
| 10600 | Cash-Bank Claims 9091 | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND | $38,656,52$ |  |  |
| 10600 | Cash - Bank Claims 9091 | 2/8/16 | CRA294 | GENJ | TOPA PROPERTIES (PSHIP DOC STORA |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 2/8/16 | CRA293 | GENJ | US CUSTOMS (STT PENALTY RE SHPT I |  | 2,250,00 |  |
| 10600 | Cash-Bank Claims 9031 | 3/9/16 | 295 | GENJ | TOPA PROPERTIES MAR 2016 RENT |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 3/9/16 | 296 | GENJ | TOPA PROPERTIES APR 2016 RENT |  | 733,33 |  |
| 10600 | Cash - Bank Claims 9091 | 3/9/16 | 297 | GENJ | UNITED CORP 2/29/16 AP BAL PD BY CF |  | 66,559,67 |  |
| 10600 | Cash - Bank Claims 8091 | 3/11/18 | 298 | CDJ | BECKSTEDT \& ASSOCIATES |  | 21,408.00 |  |
| 10800 | Cash - Bank Claims 9091 | 3/11/16 | 299 | GEN.J | WE ARE WINE LLC PMT BY CRA FOR S 1 |  | 2,704,79 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 300 | GENJ | YUSUF-2015 PTR TAX DISTR |  | 282,266.73 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 301 | GENJ | HAMED - 2015 PTR TAX DISTR |  | 282,266.73 |  |
| 10600 | Cash - Bank Claims 8091 | 4/1/16 | 302 | GENJ | UNITED CORP BAL DUE 3/31 AP AGING |  | 41,320.75 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 303 | CDN | BECKSTEDT \& ASSOCIATES |  | 17,403.00 |  |
| 10600 | Cash-Bank Claims 9091 | 4/1/16 | 304 | CDJ | KAC357 LLC |  | 3,115.33 |  |
| 10600 | Cash-Bank Claims 9091 | 4/2/16 | 305 | CDJ | DUDLEY TOPPER AND FEUERZEIG LL |  | 9,680.00 |  |
| 10600 | Cash - Bank Claims 9091 | 5/11/16 | SJ11 | GENJ | IRS REFUND RE 2012 FORM 940 | $10,184,54$ |  |  |
| 10600 | Cash - Bank Claims 9091 | 5/11/16 | 307 | CD. 1 | BECKSTEDT \& ASSOCIATES |  | 2,390,00 |  |
| 10600 | Cash-Bank Claims 9091 | 5/11/16 | 306 | GENJ | TOPA PROPERTIES - DOC WHSE (MAY) |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 308 | CDJ | BECKSTEDT \& ASSOCIATES |  | 3,630.00 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 309 | CDJ | EDGAR D.ROSS |  | 36,200.00 |  |
| 10600 | Cash-Bank Claims 9091 | 6/10/16 | 310 | CDJ | TOPA PROPERTIES |  | 765.61 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 311 | CD. $J$ | TOPA PROPERTIES |  | 741.40 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 312 | CDJ | UNITED CORPORATION |  | 65,653.79 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 313 | CDJ | V.I. EMPLOYMENT SECURITY AGENC |  | 12,082,65 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 314 | CDJ | V.I. EMPLOYMENT SECURITY AGENC |  | 240.00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/10/16 | 315 | CDJ | V.I. EMPLOYMENT SECURITY AGENC |  | 725.00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 316 | CDJ | TOPA PROPERTIES |  | 741.40 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 317 | CDJ | TOPA PROPERTIES |  | 741.40 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES |  | 8,991,30 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 319 | CDJ | UNITED CORPORATION |  | 50,000,00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES |  | 1,240.50 |  |
| 10600 | Cash - Bank Claims 9091 | 8/12/16 | 321 | CDJ | UNITED CORPORATION |  | 71,280.75 |  |
| 10600 | Cash - Bank Claims 8091 | 8/30/16 | 322 | CDJ | UNITED CORPORATION |  | 40.00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 323 | CDJ | LINDA ESPRIT |  | 397.61 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES |  | 2,427.50 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 325 | COJ | SOURCE ACCOUNTING |  | 1,550.00 |  |
| 10600 | Cash - Bank Claims 9091 | 9/30/16 | JE30 | GENJ | VOID CK 227 THAT GALLOW'S BAY BAK | 65.72 |  |  |
| 10600 | Cash - Bank Claims 9091 | 10/7/16 | 326 | CDJ | UNITED CORPORATION |  | 60,904,49 |  |
| 10600 | Cash-Bank Clairns 9091 | 10/7/16 | 327 | CDJ | BECKSTEDT \& ASSOCIATES |  | 495.00 |  |
| 10800 | Cash - Bank Claims 9091 | 10/7/16 | 328 | CDJ | TOPA PROPERTIES |  | 2,224.20 |  |
| 10600 | Cash - Bank Claims 9091 | 11/3/16 | 329 | CDJ | V.L.EMPLOYMENT SECURITY AGENC |  | 1,273.38 |  |
| 10600 | Cash - Bank Claims 9091 | 11/23/16 | 331 | CDJ | LEWIS CONSULTING LLC |  | 3,800,00 |  |
| 10600 | Cash - Bank Claims 9091 | 11/23/16 | 332 | CDJ | UNITED CORPORATION |  | 27,124,12 |  |
| 10600 | Cash - Bank Claims 9091 | 12/6/16 | 330 | CDJ | V.L. EMPLOYMENT SECURITY AGENC |  | 24,930.39 |  |
| 10600 | Cash - Bank Claims 9091 | 12/6/16 | 333 | CDJ | LEWIS CONSULTING LLC |  | 5,000.00 |  |
| 10600 | Cash - Bank Claims 9091 | 12/6/16 | 334 | CDJ | BECKSTEDT \& ASSOCIATES |  | 1,192.50 |  |
| 10600 | Cash-Bank Claims 8091 |  |  |  | Change | 48,906.78 | 1.243,180.76 | -1,194,273.98 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $454,162.15$ |
| 10700 | Cash - Bank Liquid 9075 | 1/1/16 |  |  | Beginning Balance |  |  | $125,605,24$ |
| 10700 | Cash - Bank Liquid 9075 | 1/31/16 | JE31 | GENJ | BANCO 9075 SVC FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 2/29/16 | JE29 | GENJ | BANCO 9075 SVC FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 3/31/16 | JE31 | GENJ | BANCO 9075 SVC CHARGE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 4/30/16 | JE30 | GENJ | BANCO 9075 SVC CHARGE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 5/31/16 | JE31 | GENJ | SVC CHARGES |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 6/30/16 | JE30 | GENJ | SVC CHARGES |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 7/31/16 | JE31 | GENJ | BANCO 9075 SVC FEE |  | 20.00 |  |
| 10700 | Cash-Bank Liquid 9075 | 8/31/16 | JE31 | GENJ | STD MONTHLY BK FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 9/30/16 | JE30 | GENJ | STD MONTHL Y BANK FEE |  | 20.00 |  |
| 10700 | Gash - Bank Liquid 9075 | 10/31/16 | JE30 | GENJ | SVC CHARGES |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 11/30/16 | JE30 | GEN, | BANCO SVC CHG |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 12/31/16 | JE31 | GENJ | BANCO FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 |  |  |  | Change |  | 240.00 | -240.00 |


| Account ID | Account Description | Date | Reference | Jmi | Trans Description | Debit Amt | Credit Amt | Balatice |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 125,365.24 |
| 11000 | Accounts Receivable - Trade | 4/1/16 |  |  | Beginning Balance |  |  |  |
| 11000 | Accounts Receivable - Trade | 4/22/16 | 86028800 CM | SJJ | LUTHERAN SOCIAL SERVICES OF TH |  | 1,246.21 |  |
| 11000 | Accounts Receivable - Trade | 4/22/16 | JE22 | GENJ | LUTHERAN FAM RECOVERY REVERSE | 1,246.21 |  |  |
| 11000 | Accounts Receivable - Trade |  |  |  | Change | 1,246,21 | 1,246.21 |  |
| 13000 | POS In -Store Charges | 4/1/16 |  |  | Beginning Balance |  |  |  |
| 13000 | POS In-Store Charges | 4/22/16 | 8602880 CM | SJ | LUTHERAN SOCIAL SERVICES OF TH-1 | 1,246.21 |  |  |
| 13000 | POS In -Store Charges | 4/22/16 | JE22 | GENJ | LUTHERAN FAM SVCS REC'D BY UNITE |  | 1,246.21 |  |
| 13000 | POS In-Store Charges |  |  |  | Change | 1.246.21 | $1.246,21$ |  |
| 13100 | Prepald Insurance | 1/1/16 |  |  | Beginining Balance |  |  | 38,656.92 |
| 13100 | Prepaid Insurance | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND |  | 4,865.21 |  |
| 13100 | Prepaid Insurance | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND |  | 19,218.81 |  |
| 13100 | Prepald insurance | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND |  | 14,572.50 |  |
| 13100 | Prepaid insurance | 1/28/16 | JE28 | GENJ | EXPENSE NOMINAL PREPAID INSUR RE |  | 0.40 |  |
| 13100 | Prepaid Insurance |  |  |  | Change |  | 38,656.92 | -38,856.92 |
| 14600 | Due from (to) Hamed | 1/1/16 |  |  | Beginning Balance |  |  | 524.67 |
| 14600 | Due from (to) Hamed | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC - CHG FOR VERA CRUZ \$ F |  | 99.14 |  |
| 14600 | Due from (to) Hamed | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC - CHG FOR VERA CRUZ \$ F |  | 221.95 |  |
| 14600 | Due from (to) Hamed | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC - CHG FOR VERA CRUZ \$ F |  | 203.58 |  |
| 14600 | Due from (to) Hamed |  |  |  | Change |  | 524.67 | $-524.67$ |
| 15100 | Marketable Securities - BPPR | 1/1/16 |  |  | Beginning Balance |  |  | 8,091,374.55 |
| 15100 | Marketable Securities - BPPR | 1/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 64,020.12 |  |
| 15100 | Marketable Securities - BPPR | 2/1/16 | SJE03 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 64,020.12 |  |  |
| 15100 | Marketable Securities - BPPR | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 47,194,14 |  |
| 15100 | Marketable Securities - BPPR | 3/1/16 | SJE03 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 47,194.14 |  |  |
| 15100 | Marketable Securities - BPPR | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 126,945.30 |  |  |
| 15100 | Marketable Securities - BPPR | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 126,945.30 |  |
| 15100 | Marketable Securities - BPPR | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 169.714 .44 |  |  |
| 15100 | Marketable Securities - BPPR | 5/1/46 | SJE03 | GENJ | POST BPPR NET MONTHL Y ACTIVITY |  | 169,714.44 |  |
| 15100 | Marketable Socurities - BPPR | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 181,350.90 |  |  |
| 15100 | Marketable Securities - BPPR | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 181,350.90 |  |
| 15100 | Marketable Securities - BPPR | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 251,662,21 |  |  |
| 15100 | Marketable Securities - BPPR | 7/1/16 | SJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 251,662,21 |  |
| 15100 | Marketable Securities - BPPR | 7/31/16 | XJE103 | GENJ | POST EPPR NET MONTHLY Y ACTIVITY | $360,620.80$ |  |  |
| 15100 | Marketable Securities - BPPR | 8/1/16 | XJE103 | GEN.J | POST BPPR NET MONTHLY ACTIVITY |  | 360,620.80 |  |
| 15100 | Marketable Securities - BPPR | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 377.294 .04 |  |  |
| 15100 | Marketable Securities - EPPR | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 377,294,04 |  |
| 15100 | Marketable Securities - BPPR | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 377,087.52 |  |  |
| 15100 | Marketable Securities - BPPR | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 377,087,52 |  |
| 15100 | Marketable Securities - BPPR | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 271,896.56 |  |  |
| 15100 | Marketable Securiles - BPPR | 11/1/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 271,896.56 |  |
| 15100 | Marketable Securities - BPPR | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 200,497.35 |  |  |
| 15100 | Marketable Securities - BPPR | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 200,497.35 |  |
| 15100 | Marketable Securities - BPPR | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 278,027.12 |  |  |
| 15100 | Marketable Securities - BPPR |  |  |  | Change | 2,706,310.50 | 2,428,283.38 | 278,027.12 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 8,369,401.67 |
| 15150 | Unrealized (Gain) Loss - BPPR | 1/1/16 |  |  | Beginning Balance |  |  | 72,824.35 |
| 15150 | Unrealized (Gain) Loss - EPPR | 1/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 85,944,13 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 65,944.13 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 59,688,62 |  |  |
| 15150 | Unreallzed (Gain) Loss - BPPR | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHL Y ACTIVITY |  | 59,688,62 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 89,362,61 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 89,362.61 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 144,441,69 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 144,441.89 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 145,155.98 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | $6 / 1 / 16$ | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 145,155.98 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 173,203,09 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 711/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 173,203.09 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 286,099,49 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 286,099,49 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 277,744,04 |  |
| 15150 | Unrealized (Gain) Loss - gPPR | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 277,744,04 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 9/30/16 | XJE103 | GENJ | POST EPPR NET MONTHL Y ACTIVITY |  | 261,357.04 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 10/1/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 261,357,04 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 164.874.05 |  |
| 15150 | Unrealized (Gain) Loss - GPPR | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY | 164,874,05 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 11/30/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 95,798.09 |  |
| 15150 | Unreallzed (Gain) Loss - BPPR | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 35,798.09 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 12/31/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 130,415,13 |  |
| 15150 | Unrealized (Gain) Loss - BPPR |  |  |  | Change | 1,763,668.03 | 1,894,084.16 | -130,415.13 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -57,590.78 |
| 20000 | Accounts Payable - Trade | 1/1/16 |  |  | Beginining Balance |  |  | -4,260.00 |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1932 | PJ | BECKSTEDT \& ASSOCIATES |  | 135.00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1934 | PJ | BECKSTEDT \& ASSOCIATES |  | 112.50 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1935 | PJ | BECKSTEDT \& ASSOCIATES |  | 22.50 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1936 | PJ | BECKSTEDT \& ASSOCIATES |  | 1.745 .00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1937 | PJ | BECKSTEDT \& ASSOCIATES |  | 82.00 |  |
| 20000 | Aocounts Payable - Trade | 1/1/16 | 1763 | P. 1 | BECKSTEDT \& ASSOCIATES |  | 400.00 |  |


| AccountiD | Account Description. | Date | Reference | Imi | Trans Description | Debit Amt | Gredit Ant | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | 1911/6 | 1762 | P! | EECKSTEDT \& ASSOCIATES |  | 1,095.00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1761 | PJ | BECKSTEDT \& ASSOCIATES |  | 2,890,00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1759 | PJ | BECKSTEDT \& ASSOCIATES |  | 10,855.00 |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 288 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 \% | \$50.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 289 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: if | 1,372,50 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 290 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: il | 540.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 287 | CDJ | AMERICAN MEDIATION INSTITUTE - Invi | 1,397.50 |  |  |
| 20000 | Accounts Payable - Trade | 2/4/16 | 1956 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,552.50 |  |
| 20000 | Accounts Payable - Trade | 2/4/16 | 1957 | PJ | BECKSTEDT \& ASSOCIATES |  | 2,518.50 |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC | 524.87 |  |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-02 | PJ | KAC357 LLC |  | 3,640.00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 1976 | PJ | BECKSTEDT \& ASSOCIATES |  | 11,175.00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 1977 | PJ | BECKSTEDT \& ASSOCIATES |  | 6,228.00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 167848 | PJ | DUDLEY TOPPER AND FEUERZEIG LL |  | 3,280.00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 168038 | PJ | DUDLEY TOPPER AND FEUERZEIG LL |  | 6,400,00 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 11 | 112.50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: if | 22.50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 1,745.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 if | 82.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - invoice: 1 ? | 135.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: $1^{\text {\% }}$ | 400.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 I | 2,518.50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 1,552.50 |  |  |
| 20000 | Accounts Payable - Trade | $3 / 11 / 16$ | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 - | 2,890.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 : | 10,855.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 I | 1,095.00 |  |  |
| 20000 | Aocounts Payable - Trade | 4/1/16 | 303 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 11,175,00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 303 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: if | 8,228,00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 304 | CDJ | KAC357 LLC - Invoice: 16-0229-02 | 3,640.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 304 | CDJ | KAC357 LLC - Invoice: 16-0229-01 |  | 524.67 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 2010 | PJ | BECKSTEDT \& ASSOCIATES |  | 1.215 .00 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 2008 | PJ | BECKSTEDT \& ASSOCIATES |  | 900,00 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 2006 | PJ | BECKSTEDT \& ASSOCIATES |  | 275,00 |  |
| 20000 | Accounts Payable - Trade | 4/2/16 | 305 | CDJ | DUDLEY TOPPER AND FEUERZEIG LL - | 3,280.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/2/16 | 305 | CDJ | DUDLEY TOPPER AND FEUERZEIG LL- | 6,400.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/22/16 | 2046 | PJ | BECKSTEDT \& ASSOCIATES |  | 3,300,00 |  |
| 20000 | Accounts Payable - Trade | 4/22/16 | 2048 | PJ | BECKSTEDT \& ASSOCIATES |  | 330.00 |  |
| 20000 | Accounts Payable - Trade | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 275.00 |  |  |
| 20000 | Accounts Payable - Trade | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES - invoice: 21 | 1,215.00 |  |  |
| 20000 | Accounts Payable - Trade | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 900.00 |  |  |
| 20000 | Accounts Payable - Trade | $6 / 1116$ | 16-0601 | PJ | TOPA PROPERTIES |  | 765.61 |  |
| 20000 | Accounts Payable - Trade | 6/1/16 | 16-0701 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 6/4/16 | 2093 | PJ | BECKSTEDT \& ASSOCIATES |  | 925.00 |  |
| 20000 | Aocounts Payable - Trade | 6/4/16 | 2095 | PJ | EECKSTEDT \& ASSOCIATES |  | 315.50 |  |
| 20000 | Accounts Payable - Trade | 6/8/16 | 5 | PJ | EDGARD. ROSS |  | 36,200.00 |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 308 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 3,300.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 308 | CDJ | BECKSTEDT \& ASSOCIATES - Invoite: 21 | 330.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 309 | CDJ | EDGAR D, ROSS - Invoice: 5 | 36,200,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 310 | CDJ | TOPA PROPERTIES - Invoice: 16-0601 | 765.61 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 311 | CDJ | TOPA PROPERTIES - Invoice: 16-0701 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 7/8/16 | 2127 | PJ | BECKSTEDT \& ASSOCIATES |  | 8,496.30 |  |
| 20000 | Accounts Payable - Trade | 7/8/16 | 2129 | PJ | BECKSTEDT \& ASSOCIATES |  | 395.00 |  |
| 20000 | Accounts Payable - Trade | 7/8/16 | 2130 | PJ | BECKSTEDT \& ASSOCIATES |  | 100,00 |  |
| 20000 | Accounts Payable - Trade | 7/30/16 | 2159 | PJ | BECKSTEDT \& ASSOCIATES |  | 75.00 |  |
| 20000 | Accounts Payable - Trade | 7/30/16 | 2160 | PJ | BECKSTEDT \& ASSOCIATES |  | 2,352.50 |  |
| 20000 | Accounts Payable - Trade | 8/1/16 | 16-0801-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 316 | CDJ | TOPA PROPERTIES - Invoice: 16-0801-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 317 | CDJ | TOPA PROPERTIES - Invoice: 16-0901-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | 100,00 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: $2 \cdot$ | 395.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | $8.496,30$ |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 925,00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 315.50 |  |  |
| 20000 | Accounts Payable - Trade | 8/17/16 | 16-0817-01 | PJ | SOURCE ACCOUNTING |  | 1,550.00 |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2. | 2,352,50 |  |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | 75.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 325 | CDJ | SOURCE ACCOUNTING - Invoice: 16-081 | 1,550,00 |  |  |
| 20000 | Accounts Payable - Trade | 9/1/16 | 16-0901-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 9/8/16 | 2193 | PJ | BECKSTEDT \& ASSOCIATES |  | 495.00 |  |
| 20000 | Accounts Payable - Trade | 10/1/16 | 16-1001-01 | RJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 327 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | 495.00 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16-1001-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade. | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16-1201-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16-1101-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 10/27/16 | 16-1027-01 | PJ | V.I. EMPL.OYMENT SECURITY AGENC |  | 1,273.38 |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 2016-01 | PJ | LEWIS CONSULTING LLC |  | 3,800.00 |  |
| 20000 | Accounts Payable - Trade | 11/1/16 | 16-1101-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 11/3/16 | 329 | CDJ | V.I. EMPLOYMENT SECURITY AGENC - I | 1,273.38 |  |  |
| 20000 | Accounts Payable - Trade | 11/3/16 | 2258 | PJ | BECKSTEDT \& ASSOCIATES |  | ¢,192.50 |  |


| Account ID | Account Description | Date | Reference | J ml | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | 11/23/16 | 331 | CDJ | LEWIS CONSULTING LLC - Invoice: 2016 | 3,800.00 |  |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 2016-02 | PJ | LEWIS CONSULTING LLC |  | 5,000.00 |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-1130 | PJ | V.I. EMPLOYMENT SECURITY AGENC |  | 24,930.39 |  |
| 20000 | Accounts Payable - Trade | 12/1/16 | 16-1201-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 12/4116 | 2276 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,437.50 |  |
| 20000 | Accounts Payable - Trade | 12/6/16 | 330 | CDJ | V,1. EMPLOYMENT SECURITY AGENC - 1 | 24,930.39 |  |  |
| 20000 | Accounts Payable - Trade | 12/6/16 | 333 | CDS | LEWIS CONSULTING LLC - Invoice: 2016 | 5,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 12/6/16 | 334 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 : | 1,192.50 |  |  |
| 20000 | Accounts Payable - Trade |  |  |  | Change | 155,250.25 | 152,427.75 | 2,822.50 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -1,437.50 |
| 23000 | Accrued Expenses | 1/1/16 |  |  | Beginning Balance |  |  | -53,300.00 |
| 23000 | Accrued Expenses | 1/5/16 | 283 | GENJ | EDGAR ROSS (INV \# 4 MASTER FEES) | 43,300.00 |  |  |
| 23000 | Accrued Expenses |  |  |  | Change | 43,300.00 |  | 43,300.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -10,000.00 |
| 28600 | Pship Claims Reserve Clearing | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 285 | GENJ | CRMVI LLC INV 4783 PD BY CRA FOR ${ }^{-}$ | 5,098.97 |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 286 | GENJ | CRMVI LLC INV 4984 PD BY CRA FOR S ${ }^{-}$ | 5.812 .54 |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 291 | GENJ | UNITED CORP 12/31/15 AP BAL PD BY C | 65,294,61 |  |  |
| 28600 | Pship Claims Reserve Clearing | 2/8/16 | CRA293 | GENJ | US CUSTOMS (STT PENALTY RE SHPTI | 2,250,00 |  |  |
| 28600 | Pship Claims Reserve Clearing | 2/29/16 | 16-0229-02 | PJ | KAC357 LLC - PSHIP GIFT CERTS REDE | 3,640.00 |  |  |
| 28600 | Pship Claims Reserve Clearing | 3/9/16 | 297 | GENJ | UNITED CORP 2/29/16 AP BAL PD BY CF | 66,559.67 |  |  |
| 28600 | Pship Claims Reserve Clearing | 3/11/16 | 299 | GENJ | WE ARE WIINE LLC PMT BY CRA FOR ST | 2,704.79 |  |  |
| 28600 | Pship Claims Reserve Clearing | 4/1/16 | 302 | GENJ | UNITED CORP BAL DUE 3/31 AP AGING | 41,320.75 |  |  |
| 28600 | Pship Claims Reserve Clearing | 4/22/16 | JE22 | GENJ | LUTHERAN FAM SVCS REC'D EY UNITE | 1,246.21 |  |  |
| 28600 | Pship Claims Reserve Clearing | 6/10/16 | 312 | CD. 1 | UNITED CORPORATION - UNITED EAST | 65,653.79 |  |  |
| 28600 | Pship Claims Reserve Clearing | 8/9/16 | 319 | CD.J | UNITED CORPORATION - JONES V UNIT | 50,000.00 |  |  |
| 28600 | Pship Claims Reserve Clearing | 8/12/16 | 321 | CDJ | UNITED CORPORATION - JUNE \& JULY | 71,280.75 |  |  |
| 28600 | Pship Claims Reserve Clearing | 8/30/16 | 322 | CDJ | UNITED CORPORATION | 40.00 |  |  |
| 28600 | Pship Claims Reserve Clearing | 107/116 | 326 | CDJ | UNITED CORPORATION - PAID 9/30/16 A | 60,904.49 |  |  |
| 28600 | Pship Claims Reserve Clearing | 11/23/16 | 332 | CDJ | UNITED CORPORATION - AP BALANCE ; | 27,124.12 |  |  |
| 28600 | Pship Claims Reserve Cleating |  |  |  | Change | 468,920.69 |  | 468,920.69 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 468,920.69 |
| 30000 | Common Stock | 1/1/16 |  |  | Beginning Balance |  |  | -200,000.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -200,000.00 |
| 31000 | Additional Paid-In Capital | 1/1/16 |  |  | Beginning Balance |  |  | -12,454,539.26 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -12,454,539.26 |
| 32000 | Less Cost of Treasury Stock | 1/1/16 |  |  | Beginning Balance |  |  | 400,000.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 400,000.00 |
| 33000 | Dividend Distributions | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 33000 | Dividend Distributions | 4/1/16 | 300 | GENJ | YUSUF - 2015 PTR TAX DISTR | 282,266,73 |  |  |
| 33000 | Dividend Distributions | 4/1/16 | 301 | GENJ | HAMED - 2015 PTR TAX DISTR | 282,266.73 |  |  |
| 33000 | Dividend Distributions | 4/22/16 | JE22 | GENJ | LUTHERAN FAM RECOVERY REVERSE |  | 1,246.21 |  |
| 33000 | Dividend Distributions |  |  |  | Change | 564,533.46 | 1,246.21 | 563,287.25 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 563,287.25 |
| 39000 | Retained Eamings | $1 / 1 / 16$ |  |  | Beginning Balance |  |  | 2,339,523.52 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $2,339,523.52$ |
| 60000 | Accounting Fees | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 60000 | Accounting Fees | 8/17/16 | 16-0817-01 | PJ | SOURCE ACCOUNTING - 2015 PLAZA P' | 1,550,00 |  |  |
| 60000 | Accounting Fees |  |  |  | Change | 1,550,00 |  |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $1,550.00$ |
| 60800 | Bank Charges | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 60800 | Bank Charges | 1/31/16 | JE31 | GENJ | BANCO 9075 SVC FEE | 20.00 |  |  |
| 60800 | Bank Charges | 2/29/16 | JE29 | GENJ | BANCO 9075 SVC FEE | 20.00 |  |  |
| 60800 | Bank Charges | 3/31/16 | JE31 | GENJ | BANCO 9075 SVC CHARGE | 20.00 |  |  |
| 60800 | Bank Charges | 4/30/16 | JE30 | GENJ | BANCO 9075 SVC CHARGE | 20.00 |  |  |
| 60800 | Bank Charges | 5/31/16 | JE31 | GENJ | SVC CHARGES | 20.00 |  |  |
| 60800 | Bank Chárges | 6/30/46 | JE30 | GENJ | SVC CHARGES | 20.00 |  |  |
| 60800 | Bank Charges | 7/31/16 | JE31 | GENJ | GANCO 9075 SVC FEE | 20.00 |  |  |
| 60800 | Bank Charges | 8/31/16 | JE31 | GENJ | STD MONTHLY BK FEE | 20.00 |  |  |
| 60800 | Bank Charges | 9/30/16 | JE30 | GENJ | STD MONTHLY BANK FEE | 20.00 |  |  |
| 60800 | Bank Charges | 10/31/16 | JE30 | GEN. | SVC CHARGES | 20.00 |  |  |
| 60800 | Bank Charges | 11/30/16 | JE30 | GENJ | BANCO SVC CHG | 20.00 |  |  |
| 60800 | Bank Charges | 12/31/16 | JE31 | GENJ | BANCO FEE | 20.00 |  |  |
| 60800 | Bank Charges |  |  |  | Change | 240.00 |  | $240.00$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $240.00$ |
| 61300 | Contract Labor Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 61300 | Contract Labor Expense | 6/8/16 | 5 | PJ | EDGAR D. ROSS - JAN 5 - JUN 6, 2016 | 36,200.00 |  |  |
| 61300 | Contract Labor Expense | 10/31/16 | 2016-01 | PJ | LEWIS CONSULTING LLC - NEGOTIATE | 3,800.00 |  |  |
| 61300 | Contract Labor Expense | 11/30/16 | 2016-02 | PJ | LEWIS CONSULTING LLC - VIESA CONS | 5,000.00 |  |  |
| 61300 | Contract Labor Expense |  |  |  | Change | 45,000.00 |  | 45,000.00 |
|  |  | 12/31/16 |  |  | Ending Ealance |  |  | 45,000.00 |
| 63000 | Insurance - Emp Health | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63000 | Insurance - Emp Health | 8/30/16 | 323 | CDJ | LINDA ESPRIT - SETTLE MASA DEDUCT | 397.61 |  |  |
| 63000 | Insurance - Emp Health |  |  |  | Change | 397.61 |  | 397.61 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 397.61 |
| 63200 | Insurance - Gen Llability | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63200 | Insurance - Gen Liability | 1/28/16 | JE28 | GENJ | EXPENSE NOMINAL PREPAID INSUR RE | 0.40 |  |  |
| 63200 | Insurance - Gen Liability |  |  |  | Change | 0.40 |  | 0.40 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 0.40 |
|  |  |  |  |  | WEST |  |  | 8 of |


| Account ID | Account Description | Date | Reference | Jrnl | Trans Description | Deblt Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 64500 | Legal Fees Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1932 | PJ | BECKSTEDT \& ASSOCIATES - HIPPOLC | 135.00 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1934 | PJ | BECKSTEDT \& ASSOCIATES - SANTIAGI | 112.50 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1935 | PJ | BECKSTEDT \& ASSOCIATES - HIPPOLY | 22.50 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1936 | PJ | BECKSTEDT \& ASSOCIATES - JONES, JI | 1,745.00 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1937 | PJ | BECKSTEDT \& ASSOCIATES - MATTHEV | 82.00 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1763 | P. 1 | BECKSTEDT \& ASSOCIATES - MATTHEV | 400.00 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1762 | PJ | BECKSTEDT \& ASSOCIATES - JONES, JI | 1,095.00 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1761 | PJ | BECKSTEDT \& ASSOCIATES - HIPPOL $r$ | 2,890.00 |  |  |
| 64500 | Legal Fees Expense | 1/1/16 | 1759 | PJ | BECKSTEDT \& ASSOCIATES - SANTIAGI | 10,855.00 |  |  |
| 64500 | Legal Fees Expense | 2/4/16 | 1956 | PJ | BECKSTEDT \& ASSOCIATES - SANTIAG | 1,552.50 |  |  |
| 64500 | Legal Fees Expense | 2/4/16 | 1957 | PJ ${ }^{\text {d }}$ | BECKSTEDT \& ASSOCIATES - JONES, JI | 2,518.50 |  |  |
| 64500 | Legal Fees Expense | 3/1/16 | 1976 | PJ | BECKSTEDT \& ASSOCIATES - SANTIAGI | 11,175.00 |  |  |
| 64500 | Legal Fees Expense | 3/1/16 | 1977 | PJ | BECKSTEDT \& ASSOCIATES - JONES, jl | 6,228.00 |  |  |
| 64500 | Legal Fees Expense | 3/1/16 | 167848 | PJ | DUDLEY TOPPER AND FEUERZEIG LL. | 3,280.00 |  |  |
| 64500 | Legal Fees Expense | 3/1/16 | 168038 | PJ | DUDLEY TOPPER AND FEUERZEIG LL- | 6,400,00 |  |  |
| 64500 | Legal Fees Expense | 4/1/16 | 2010 | PJ | BECKSTEDT \& ASSOCIATES - U/JONES, | 1,215.00 |  |  |
| 64500 | Legal Fees Expense | 4/1/16 | 2008 | PJ | BECKSTEDT \& ASSOCIATES - U/SANTIA | 900.00 |  |  |
| 64500 | Legal Fees Expense | 4/1/16 | 2006 | PJ | BECKSTEDT \& ASSOCIATES - U/GENER | 275.00 |  |  |
| 64500 | Legal Fees Expense | 4/22/16 | 2046 | PJ | BECKSTEDT \& ASSOCIATES - U/SANTIA | 3,300.00 |  |  |
| 64500 | Legal Fees Expense | 4/22/16 | 2048 | PJ | BECKSTEDT \& ASSOCIATES - Y/JONES, | 330.00 |  |  |
| 64500 | Legal Fees Expense | 6/4/16 | 2093 | PJ | BECKSTEDT \& ASSOCIATES - UISANTIA | 925.00 |  |  |
| 64500 | Legal Fees Expense | 6/4/16 | 2095 | PJ | BECKSTEDT \& ASSOCIATES - U/JONES, | 315.50 |  |  |
| 64500 | Legal Fees Expense | 718/16 | 2127 | PJ | BECKSTEDT \& ASSOCIATES - U/SANTIA | 8,496.30 |  |  |
| 64500 | Legal Fees Expense | 7/8/16 | 2129 | PJ | BECKSTEDT \& ASSOCIATES - U/JONES, | 395.00 |  |  |
| 64500 | Legal Fees Expense | 7/8/16 | 2130 | PJ | BECKSTEDT \& ASSOCIATES - UNELASC | 100.00 |  |  |
| 64500 | Legal Fees Expense | 7/30/16 | 2159 | PJ | BECKSTEDT \& ASSOCIATES - U/SANTIA | 75.00 |  |  |
| 64500 | Legal Fees Expense | 7/30/16 | 2160 | PJ | BECKSTEDT \& ASSOCIATES - U/JONES, | 2,352.50 |  |  |
| 64500 | Legal Fees Expense | 9/8/16 | 2193 | PJJ | BECKSTEDT \& ASSOCIATES - U/JONES, | 495.00 |  |  |
| 64500 | Legal Fees Expense | 11/3/16 | 2258 | PJ | BECKSTEDT \& ASSOCIATES - U/SANTIA | 1,192.50 |  |  |
| 64500 | Legal Fees Expense | 12/4/16 | 2276 | PJ | BECKSTEDT \& ASSOCIATES - U/SANTIA | 1,437.50 |  |  |
| 64500 | Legal Fees Expense |  |  |  | Change | 70,295.30 |  | 70,295.30 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 70,295.30 |
| 66400 | Rent Expense - Other | 1/1/16 |  |  | Beginning Ealance |  |  |  |
| 66400 | Rent Expense - Other | 1/5/16 | 284 | GENJ | TOPA PROPERTIES (JAN RENT) | 733.33 |  |  |
| 86400 | Rent Expense - Other | 2/8/16 | CRA294 | GENJ | TOPA PROPERTIES (PSHIP DOC STORA | 733.33 |  |  |
| 66400 | Rent Expense - Other | 3/9/16 | 295 | GENJ | TOPA PROPERTIES MAR 2016 RENT | 733.33 |  |  |
| 66400 | Rent Expense - Other | 3/9/16 | 296 | GENJ | TOPA PROPERTIES APR 2016 RENT | 733.33 |  |  |
| 66400 | Rent Expense - Other | 5/11/16 | 306 | GENJ | TOPA PROPERTIES - DOC WHSE (MAY) | 733.33 |  |  |
| 66400 | Rent Expense - Other | 6/1/16 | 16-0601 | PJ | TOPA PROPERTIES - STORAGE UNIT FC | 765.61 |  |  |
| 66400 | Rent Expense - Other | 6/1116 | 16-0701 | PJ | TOPA PROPERTIES - JULY STORAGE IN | 741.40 |  |  |
| 66400 | Rent Expense - Other | 8/1/16 | 16-0801-01 | PJ | TOPA PROPERTIES - August Rent | 741.40 |  |  |
| 66400 | Rent Expense - Other | 9/1/16 | 16-0901-01 | PJ | TOPA PROPERTIES - SEPTEMBER REN | 741.40 |  |  |
| 66400 | Rent Expense - Other | 10/1/16 | 16-1001-01 | PJ | TOPA PROPERTIES - OCTOBER RENT | 741.40 |  |  |
| 66400 | Rent Expense - Other | 11/1/16 | 16-1101-01 | PJ | TOPA PROPERTIES - NOV RENT | 741.40 |  |  |
| 66400 | Rent Expense - Other | 12/1/16 | 16-1201-01 | PJ | TOPA PROPERTIES - DEC RENT | 741.40 |  |  |
| 66400 | Rent Expense - Other |  |  |  | Change | 8,880.66 |  | 8,880.66 |
|  |  | 12/31/16 |  |  | Ending Ealance |  |  | 8,880.66 |
| 67400 | Taxes - Empr FUTA Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 67400 | Taxes - Empr FUTA Expense | 5/11/16 | SJ14 | GENJ | IRS REFUND RE 2012 FORM 940 |  | 9,935.49 |  |
| 57400 | Taxes - Empr FUTA Expense |  |  |  | Change |  | 9,935.49 | -9,935.49 |
|  |  | 12/31/16 |  |  | Ending Ealance |  |  | -9,935,49 |
| 67500 | Taxes - Empr VI Unemp | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 67500 | Taxes - Empr VI Unemp | 6/10/16 | 313 | CDJ | V.1. EMPLOYMENT SECURITY AGENC - 1 | 12,082,65 |  |  |
| 67500 | Taxes - Empr VI Unemp | 6/10/16 | 314 | CDJ | V.I. EMPLOYMENT SECURITY AGENC - 1 | 240.00 |  |  |
| 67500 | Taxes - Empr VI Unemp | 6/10/16 | 315 | CDJ | V.1. EMPLOYMENT SECURITY AGENC - 1 | 725.00 |  |  |
| 67500 | Taxes - Empr VI Unemp | 10/27/16 | 16-1027-01 | PJ | VIL EMPLOYMENT SECURITY AGENC-F | 1,273.38 |  |  |
| 67500 | Taxes - Empr VI Unemp | 11/30/16 | 16-1130 | PJ | V.I. EMPLOYMENT SECURITY AGENC - 1 | 24,930,39 |  |  |
| 67500 | Taxes - Empr Vi Unemp |  |  |  | Change | 39,251.42 |  | $39,251.42$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $39,251,42$ |
| 80000 | Other Incorne (Expense) | 1/1/16 |  |  | Beginining Balance |  |  |  |
| 80000 | Other Income (Expense) | 9/30/16 | JE30 | GENJ | VOID CK 227 THAT GALLOWS BAY BAK |  | 65,72 |  |
| 80000 | Other Income (Expense) | 12/31/16 | JE31 | GENJ | CLR STALE DATED CHECKS IN CLOSEC |  | 4,846.12 |  |
| 80000 | Other Income (Expense) |  |  |  | Change |  | 4,911.84 | -4,911.84 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -4,911,84 |
| 80100 | Interest Income - Taxable | 1/1/16 |  |  | Beginning Balance |  |  |  |
| B0100 | Interest Income - Taxable | 5/11/16 | 5.111 | GENJ | IRS REFUND RE 2012 FORM 940 |  | 249.05 |  |
| 80100 | Interest Income - Taxable |  |  |  | Change |  | 249.05 | -249.05 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -249,05 |
| 80150 | Interest Income - Nontaxable | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80150 | Interest Income - Nontaxable | 1/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 20,000.00 |  |
| 80150 | Interest income - Nontaxable | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 20,000.00 |  |  |
| 80150 | Interest Income - Nontaxable | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 36,250.00 |  |
| 80150 | Interest Income - Nontaxable | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 36,250,00 |  |  |
| 80150 | Interest Income-Nontaxable | 3/31/16 | SJE03 | GEN, 1 | POST BPPR NET MONTHLY ACTIVITY |  | 43,343,75 |  |
| 80150 | Interest Income - Nontaxable | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 43,343,75 |  |  |
| 80150 | Interest Income - Nontaxable | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 48,968.75 |  |
| 80150 | Interest Income - Nontaxable | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 48,968.75 |  |  |
| 80150 | Interest Income - Nonlaxable | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 65,218.75 |  |


| Accountil | Account Description | Date | Reference | Jmi | Trans Description | Debit Amt | Credit Aint | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 80150 | Interest Income - Nontaxable | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 65,218,75 |  |  |
| 80150 | Interest Income - Nontaxable | 6/30/16 | S.JE103 | GENJ $J$ | POST BPPR NET MONTHLY ACTIVITY |  | $88,968.75$ |  |
| 80150 | Interest Income - Nontaxable | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 88,968.75 |  |  |
| 80150 | Interest Income - Nontaxable. | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 103,343,75 |  |
| 60150 | Interest Income - Nontaxable | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 103,343.75 |  |  |
| 80150 | Interest Income - Nontaxable | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 122,687.50 |  |
| 80150 | Interest Income - Nontaxable | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 122,687.50 |  |  |
| 80150 | Interest Income - Nontaxable | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 130,562.50 |  |
| 80150 | Interest Income - Nontaxable | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 130,562.50 |  |  |
| 80150 | Interest Income - Nontaxable | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 140,968.06 |  |
| 80150 | Interest Income - Nontaxable. | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 140,968.06 |  |  |
| 80150 | Interest Income - Nontaxable | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 153,280.56 |  |
| 80150 | Interest Income - Nontaxable | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 153,280.56 |  |  |
| 80150 | Interest Income - Nontaxable | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 178,159,03 |  |
| 80150 | Interest Income - Nontaxable |  |  |  | Change | 953,592.37 | 1,131,751,40 | -178,159.03 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -178,159.03 |
| 80200 | Dividend Income | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80200 | Dividend Income | 1/31/16 | S.JE03 | GEN, | POST BPPR NET MONTHLY ACTIVITY |  | 1.15 |  |
| 80200 | Dividend Income | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 1.15 |  |  |
| 80200 | Dividend Income | 2/29/16 | S.JE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 2.31 |  |
| 80200 | Dividend Income | 3/1/16 | S.JE03 | GEN, ${ }^{\text {d }}$ | POST BPPR NET MONTHL. ${ }^{\text {P ACTIVITY }}$ | 2.31 |  |  |
| 80200 | Dividend Income | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 18,399,44 |  |
| 80200 | Dividend Income | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 18,398.44 |  |  |
| 80200 | Dividend Income | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 18,400.86 |  |
| 80200 | Dividend Income | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 18,400,86 |  |  |
| 80200 | Dividend Income | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 18,402,97 |  |
| 80200 | Dividend Income | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 18,402,37 |  |  |
| 80200 | Dividend Income | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 42,096.21 |  |
| 80200 | Dividend Income | 7/1/16 | S.JE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 42,096.21 |  |  |
| 80200 | Dividend Income | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 42,097.98 |  |
| 80200 | Dividend Income | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 42,097.99 |  |  |
| 80200 | Dividend Income | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 42,100,90 |  |
| 80200 | Dividend Income | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 42,100.90 |  |  |
| 80200 | Dividend Income | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 55,973.10 |  |
| 80200 | Dividend Income | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,973.10 |  |  |
| 80200 | Dividend Incame | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 55,974.25 |  |
| 80200 | Dividend Income | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,974.25 |  |  |
| 80200 | Dividend Income | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | $55,975.77$ |  |
| 80200 | Dividend Income | 1211/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,975,77 |  |  |
| 80200 | Dividend Income | 12/31/16 | XJE103 | GEN./ | POST BPPR NET MONTHLY ACTIVITY |  | 82,308.09 |  |
| 80200 | Dividend Income |  |  |  | Change | 349,424.35 | 431,732,44 | -82,308.09 |
|  |  | 12/31/16 |  |  | Ending Batance |  |  | -82,308,09 |
| 80800 | Broker \& Account Mgt Fees | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80800 | Braker \& Account Mgt Fees | 1/31/16 | S.JE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 12,774,99 |  |  |
| 80800 | Braker \& Account Mgt Fees | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,774.99 |  |
| 80800 | Broker \& Account Mgt Fees | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 12,774.99 |  |  |
| 80800 | Broker \& Account Mgt Fees | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,774.99 |  |
| 80800 | Broker \& Account Mgt Fees | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 12,774.99 |  |  |
| 80800 | Broker \& Account Mgt Fees | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,774.99 |  |
| 80800 | Broker \& Account Mgt Fees | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 25,734.04 |  |  |
| 80800 | Broker \& Account Mgt Fees | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 25,734.04 |  |
| 80800 | Broker \& Account Mgt Fees | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 25,734.04 |  |  |
| 80800 | Broker \& Account Mgt Fees | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 25,734.04 |  |
| 80800 | Broker \& Account Mgt Fees | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 25,734.04 |  |  |
| 80800 | Broker \& Account Mgt Fees | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 25,734.04 |  |
| 80800 | Broker \& Account Mgl Fees | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 39,031.37 |  |  |
| 80800 | Broker \& Account Mgt Fees | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 39,031.37 |  |
| 80800 | Broker \& Account Mgt Fees | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 39,031,37 |  |  |
| 80800 | Broker \& Account Mgt Fees | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 39,031.37 |  |
| 80800 | Broker \& Account Mgt Fees | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY AGTIVITY | 39,031,37 |  |  |
| 80800 | Broker \& Account Mgt Fees | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 39,031.37 |  |
| 80800 | Broker \& Account Mgt Fees | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 52,571.43 |  |  |
| 80800 | Broker \& Account Mgt Fees | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 52,571.43 |  |
| 80800 | Broker \& Account Mgt Fees | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 52,571.43 |  |  |
| 80800 | Broker \& Account Mgt Fees | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 52,571.43 |  |
| 80800 | Broker \& Account Mgl Fees | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 52,571.43 |  |  |
| 80800 | Broker \& Account Mgt Fees |  |  |  | Change | 390,335.49 | 337,764.06 | 52,571.43 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 52,571,43 |
| 81100 | Proceeds from Securties Sold | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 81100 | Proceeds from Securties Sold | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securtiles Sold | 4/1/16 | SJEO3 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 248,088. 50 |  |  |
| 81100 | Proceeds from Securties Sold | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securties Sold | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds from Securties Sold | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088,50 |  |
| 81100 | Proceeds from Securties Sold | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds from Securties Sold | 6/30/46 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securties Sold | 711/16 | SJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds from Securties Sold | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securties Sold | 8/1/16 | XJE103 | GEN, ${ }^{\text {d }}$ | POST BPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |



Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -
H-165 Regarding \$176,267.97 in Unclear Accounting Entries
Page 14 of 19

## Exhibit D

## IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

 DIVISION OF ST. CROIXMOHAMMAD 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, INC.

Counterclaim Defendants.
MOHAMMAD HAMED,

Plaintiff,
vs.

## UNITED CORPORATION,

Defendant.

## MOHAMMAD HAMED,

Plaintiff,
vs.
FATHI YUSUF,
Defendant.

CIVIL NO. SX-12-CV-370

ACTION FOR DAMAGES INJUNCTIVE RELIEF AND DECLARATORY RELIEF

JURY TRIAL DEMANDED

## Consolidated With

CIVIL NO. SX-I4-CY-287

ACTION FOR DAMAGES AND DECLARATORY RELIEF

CIVIL NO, SX-14-CY-278
ACTION FOR DEBT AND CONVERSION

JURY TRIAL DEMANDED

## PLAINTIFF'S NOTICE OF OBJECTION TO LIQUIDATING PARTNER'S TWELFTH BI-MONTHLY REPORT

The Liquidating Partner's Twelfth Bi-Monthly Report, filed January 31, 2017, is once again filled with self-serving and inaccurate statements. As such, Hamed hereby submits a general objection to that report.

Much of the report restates assertions from reports 1-11 - Plaintiff incorporates his prior objections 1-11 herein.

Because requests for even the most basic information such as cancelled checks, vendor invoices and operating bank statements apparently cannot be provided/answered, Hamed also objects to the provided "financials" which are just Yusuf's manipulated statements based on no disclosed backup documents.

Specifically, Hamed request details on the following listed financials:
A. Supporting documents for the following;

1/25/16 285 Other CRMVI LLC INV 4783 PD BY CRA F 5,088.97
1/25/16 286 Other CRMVI LLC INV 4984 PD BY CRA F 5,812.54
11/23/16 331 Withdrawal LEWIS CONSULTING LLC 3,800.00
12/6/16 333 Withdrawal LEWIS CONSULTING LLC 5,000.00 20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 0197 242.36
20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 0377480.00
20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 037235.53
20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 0396 604.61
20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 0253 330.22
20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 0311519.14
20000 Accounts Payable - Trade 3/11/16 41375 V CDJ WE ARE WINE LLC Invoice: 0371563.99
20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC Invoice: 0377480.00
20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC Invoice: 0396604.61
20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC Invoice: 037235.53
20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC Invoice: 0371563.99
20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC . Invoice: 0311519.14

20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC Invoice: 0197242.36
20000 Accounts Payable - Trade 3/11/16 CRA299 CDJ WE ARE WINE LLC Invoice: 0253330.22
B. Also all information regarding these payments to United Corp, Dudley Topper

28600 Pship Claims Reserve Clearing 1/1/16 Beginning Balance 28600 Pship Claims Reserve Clearing 1/27/16 CRA292 CDJ UNITED CORPORATION 65,294.61
28600 Pship Claims Reserve Clearing 3/9/16 297 CDJ UNITED CORPORATION 66,559.67
28600 Pship Claims Reserve Clearing 4/1/16 302 CDJ UNITED CORPORATION 41,320.75
28600 Pship Claims Reserve Clearing 4/22/16 16-0422-01 PJ UNITED CORPORATION - LUTHERAN FA M SVCS PMT REC'D BY UN1IT,2E4D6. 2E1AST FOR PE WEST
28600 Pship Claims Reserve Clearing 6/10/16 CRA312CM PJ UNITED
CORPORATION - REIMB APR \& M AY AP AGING TOT 65,653.79
28600 Pship Claims Reserve Clearing 8/9/16 CM16-0719-01 PJ UNITED
CORPORATION - JONES SETTLE MENT VIA UNITED EAST5 COK,0 0404.5080 TO COLIANNI

28600 Pship Claims Reserve Clearing 8/12/16 321CM PJ UNITED
CORPORATION - CRA REIMB PM T TO UNITED 71,280.75
28600 Pship Claims Reserve Clearing 8/30/16 16-0813-01CM PJ UNITED
CORPORATION - PAID BY WEST CRA CK 32240.00
28600 Pship Claims Reserve Clearing 10/7/16 CM16-0930 PJ UNITED
CORPORATION - P'SHIP EAST S EP AP AGING PD BY WES6TO ,C90R4A. 49
28600 Pship Claims Reserve Clearing 11/23/16 CM16-1031 PJ UNITED
CORPORATION - CRA CHK 332 T O PAY AP BALANCE AT 1207/,3112/41.612
28600 Pship Claims Reserve Clearing Change 449,424.39
C. Explanation of the following re General Liability Insurance (with refunds coming in, why a $\$ 50,000$ expense for instance)

63200 Insurance - Gen Liability $0.400 .000 .000 .000 .000 .0050,000.000 .00$
$0.000 .000 .000 .0050,000.40$
13100 Prepaid Insurance 1/28/16 JE28 GENJ INTER OCEAN 2015 REFUND 4,865.21
13100 Prepaid Insurance 1/28/16 JE28 GENJ INTER OCEAN 2015 REFUND 19,218.81
13100 Prepaid Insurance 1/28/16 JE28 GENJ INTER OCEAN 2015 REFUND 14,572.50
13100 Prepaid Insurance Change $38,656.92$

Notice of Objection
Page 4
D. More detail on the Legal Fees to Beckstedt \& Associates

What cases are pending and what been settled, how much?
E. Explanation why contract labor was needed.

Contract Labor Expense 98,395.98 $0.000 .000 .000 .000 .0036,200.000 .000 .00$ 0.00 3,800.00 5,000.00 $0.00143,395.98$

Finally, Hamed again disagrees with any payments to Yusuf or Gaffney which are not supported by time sheets or other proof of hours worked, and seeks recovery of those amounts.

Dated: February 13, 2017
 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) 773-8677
Carl J. Hartmann III, Esq. Co-Counsel for Plaintiff
5000 Estate Coakley Bay, Unit L-6
Christiansted, VI 00820
Email: carl@carlhartmann.com
Tele: (340) 719-8941

Notice of Objection
Page 5

## CERTIFICATE OF SERVICE

I hereby certify that on this 13 th day of February, 2016, 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
Law House, 10000 Frederiksberg Gade
P.O. Box 756

St.Thomas, VI 00802
ghodges@dtflaw.com
Mark W. Eckard
Hamm Eckard, LLP
5030 Anchor Way
Christiansted, VI 00820
mark@markeckard.com
Jeffrey B. C. Moorhead
CRT Brow Building
1132 King Street, Suite 3 Christiansted, VI 00820
jeffreymlaw @yahoo.com


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Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
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## Exhibit E

These reserves include the claims of Dada Charriez ${ }^{8}$ since her counterclaims are effectively against the Partnership and, therefore, constitute a potential obligation of the Partnership.

## III. Outstanding Debts of the Partnership

Although nearly all of the undisputed Debts of the Partnership have been paid or resolved, the following Debts remain:


## A. Miscellaneous Debts

There are Debts totaling $\$ 176,267.97$, which must be paid prior to any distribution of the remaining Partnership Assets to the Partners ${ }^{9}$. This amount relates primarily to accounts payable for open tax issues from 2013.

## B. Unpaid Rent for Plaza Extra-East and Adjacent Bays

While the Court determined that certain past due rent obligations for Plaza Extra-East must be paid pursuant to the Rent Order, there remain additional rent claims for Plaza ExtraEast. These claims have not yet been resolved ${ }^{10}$ and, if found to be due and owing, then these are Debts of the Partnership that should be paid prior to any distribution of the remaining Partnership Assets to the Partners.

United makes the following claims against the Partnership as set forth in its Amended Counterclaim and Motion For Partial Summary Judgment Regarding Rent:

DUDLEY, TOPPER AND FEUERZEIG, LLD 1000 Frederiksberg Gade PO.) $\mathrm{Box} 755^{\circ}$
St. Thomas. U.S. Via 90004 -075e (340) $774-4422$
${ }^{8}$ These claims are the subject of a separate suit, United Corporation v. Wadda Charriez, SX-13-CV-152, which Yusuf has moved to consolidate into this action for resolution. See Motion to Consolidate filed on March 17, 2016.
${ }^{9}$ The total liabilities are reflected in the Partnership balance sheet provided to the Master and counsel for the Partners by Gaffney on September 30, 2016.
${ }^{10}$ See Rent Order, p. 2, n. 1; p. 11, n. 4.

## EXHIBIT A

## Claim Distribution Summary

L. Total Assets Remaining After Liquidation: ${ }^{1}$
$\$ 8,957,168.54$
II. Less Reserves:
A. Tutu Park Rent:
\$ $887,203.26$
B. Tutu Park Property Taxes: ${ }^{2}$
C. Matching Payment to United: ${ }^{3}$
\$ 14,356.44
D. FUTA Taxes:
E. Master's Fees ${ }^{4}$ : \$ $350,000.00$
F. Accounting Fees: \$ $150,000.00$ \$ $30,000.00$
G. Litigation Risks:
$\$ 1,320,777,00$
Subtotal:

$$
\$ 2,762,148.84
$$

## Balance Less Reserves: $\quad \$ 6,195,019.70$

III. Less Debts of the Partnership:
A. Balance Sheet Liabilities ${ }^{5}$ \$ $176,267.97$
B. Add'l Rent for Bay 1: $\$ 6,974,063.10$
C. Interest on Bay 1 Rent Awarded: $\$ 881,955.08$
D. Rent for Bays 5 \& 8: \$ 793,984.34
E. Interest on Unpaid Rent, Bays 5 \& 8: \$ 241,005.18
F. Reimb. United for Gross Receipts Taxes \$ 60,586.96
G. Black Book Balance owed to United \$ 49,997.00
H. Ledger Balances owed to United \$ 199,760.00

1. Water Revenue Re: Plaza Extra-East \$ 693,207.46
J. Unreimbursed Transfers from United $\$ \quad 188,132.00$

$$
\text { Subtotal: } \quad \$ 10,258,959.09
$$

IV. Net Partnership Assets Avallable for Distribution After Debts and Reserves: $(\$ 4,063,939.39)$
V. Past Partnership Withdrawals and Distribution Reconciliation:
A. Net funds withdrawn or deemed to be
a distribution between the Partners per
BDO Report - Net Due to Yusuf: ${ }^{6} \quad \$ 9,670,675.36$

[^9]Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
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## Exhibit F

DUDLEY, TOPPER AND FEUERZEIG, LLP 1000 Frederiksberg Gade P.O. Box 756

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

## 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, |
| y. | WIND UP, AND ACCOUNTING |
|  |  |
| WALEED HAMED, WAHEED HAMED, |  |
| MUFEED HAMED, HISHAM HAMED, and |  |
| PLESSEN ENTERPRISES, INC., |  |
|  |  |
| Additional Counterelaim Defendants, | Consolidated With |
|  |  |
| WALEED HAMED, as Executor of the |  |
| Estate of MOHAMMAD HAMED, |  |
|  | CIVIL NO. SX-14-CV-287 |
| Plaintiff, |  |
| v. | ACTION FOR DAMAGES AND |
|  | DECLARATORY JUDGMENT |
| UNITED CORPORATION, |  |
|  |  |
| Defendant. |  |
|  |  |
| WALEED HAMED, as Executor of the |  |
| Estate of MOHAMMAD HAMED, | ClVIL NO. SX-14-CV-278 |
|  |  |
| Plaintiff, | ACTION FOR DEBT AND |
| v. | CONVERSION |
|  |  |
| FATHI YUSUF, |  |
|  |  |
| Defendant. |  |

Defendant.

YUSUF'S AMENDED ACCOUNTING CLAIMS
LIMITED TO TRANSACTIONS OCCURRING ON OR AFTER SEPTEMBER 17, 2006

Disputed/Undisputed, Ripe for Determination or Discovery Necded: The parties and the Master should be able to agree upon the amount necessary to be set aside for payment of the Master's future fees and expenses.

## D. Accounting Fees

Accounting fees for coordination and payment of various Debts and wind up of the Partnership will need to be reserved. It is estimated that $\$ 30,000.00$ should be set aside for such expenses.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: It is Yusuf's position that this item should not be disputed and is ripe for determination by the Master.

## E. Funds to Be Held in Reserve for Litigation Risks

Reserves must be set aside for pending and possible litigation relating to claims for injuries allegedly suffered at the various Plaza Extra Stores prior to the dissolution of the Partnership and transfer of ownership of the stores. See Exhibit C-2 to the Seventh Bi-Monthly Report filed on April 1, 2016. Yusuf submits that the amount required to satisfy the potential risk to the Partnership as well as costs and expenses not otherwise covered by insurance for those claims is approximately $\$ 1,320,777.00$. This amount is comprised of two primary components: 1) pending claims and 2) estimated future claims. ${ }^{7}$

As to the pending claims, they are further divided into two categories: a) those claims with insurance coverage and a self-insured retention and b) uncovered claims. For those claims

DUDLEY, TOPPER AND FEUERZEIG, LLP 1000 Frederiksberg Gade P.O. Box 756 Si. Thromas, U.S. V.I. a0804-0756 (340) 774-4422
with insurance coverage, reserves are calculated by considering the total amount claimed or last

[^10]Hamed v. Yusuf, SX-12-CV-370
Yusuf's Amended Accounting Claims
Page 7
demanded in settlement by the plaintiffs, multiplied by the probability of plaintiffs' success in each case, added to the costs for the litigation not covered by insurance. ${ }^{8}$

As to the estimated future claims, the average value of claims in a given year is calculated by review of historical claims. Then this value is multiplied by the average number of claims per year and by the number of years in the statute of limitation period to determine the total risk. That figure is in turn multiplied by the percentage of time remaining in the applicable statute of limitations. The statute of limitations is calculated for each store from the last date it was controlled by the Partnership; i.e. March 9, 2015 for Plaza Extra-East and West, and April 30, 2015 for Plaza Extra-Tutu Park. Such formulas are commonly utilized to evaluate risk exposure by insurers in setting insurance loss reserves. ${ }^{9}$

These reserves include the claims of Wadda Charriez ${ }^{10}$ since her counterclaims are effectively against the Partnership and, therefore, constitute a potential obligation of the Partnership.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: It is Yusufs position that this item should not be disputed. The Master should assess whether the estimated amounts for the reserves should be adjusted but it is otherwise ready for determination.

## III. Outstanding Debts of the Partnership

Although nearly all of the undisputed Debts of the Partnership have been paid or resolved, the following Debts remain:

[^11]DUDLEY, TOPPER AND FEUERZEIG, LLP 1020 Ftederiksberg Gade PD. $\mathrm{B} 0 \times 750$
8: Thomes, U.S. V.I, 00804-0756
(940) 174) 4422

Hamed v. Yusuf, SX-12-CV-370
Yusuf's Amended Accounting Claims
Page 8

## A. Miscellaneous Debts

There are Debts totaling $\$ 167,114.78$, which must be paid prior to any distribution of the emaining Partnership Assets to the Partners $\frac{11}{}$. This amount relates primarily to accounts payable for open tax issues.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: It is Yusuf's position that this item should not be disputed and is ready for determination by the Master.

## B. Unpaid Rent for Plaza Extra-East and Adjacent Bays

While the Court determined that certain past due rent obligations for Plaza Extra-East must be paid pursuant to the Rent Order, there remain additional rent claims for Plaza ExtraEast. These claims have not yet been resolved ${ }^{12}$ and, if found to be due and owing, then these are Debts of the Partnership that should be paid prior to any distribution of the remaining Partnership Assets to the Partners.

United makes the following claims against the Partnership as set forth in its Amended Counterclaim and Motion For Partial Summary Judgment Regarding Rent:

## 1. Bay 1-Increased Rent Due Net of Rent Paid

United provided formal notice of increased rent of $\$ 200,000$ per month to the Partnership, which was to begin on January 1, 2012 through March 31, 2012, if the premises were not vacated before then. Thereafter, beginning on April 1, 2012 through March 8, 2015, United provided formal notice of increased rent of $\$ 250,000$ per month. See Exhibit D to Yusuf's Declaration dated August 12, 2014 (the "Yusuf Declaration") in support of Defendants"
"These liabilities are as of December 31, 2016 and are reflected in the Partnership financial statement provided to the Master and counsel for the Partners by Gaffney on January 31, 2017. As of August 31, 2017, Gaffney advises that these liabilities are $\$ 69,273.51$, which includes the $\$ 30,000$ accrued for accounting fecs pursuant to $\S$ II $D$, above.
${ }^{12}$ See Rent Order, p. 2, n. 1; p. 11, n. 4 .


[^12]| 11. Less | Debts of the Partnership: |  |  | III. Les | Debts of the Partnership: |  |  | Disputed or Undisputed | Ripe for Determination | Additional Discovery Needed |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Balance Sheet Liabilities ${ }^{9}$ |  | 176,267.97 | A. | Balance Sheet Liabilities ${ }^{10}$ | \$ | 39,273.51 | Disputed | Yes | No |
|  | Add'I Rent for Bay 1: |  | 6,974,063.10 |  | Add'I Rent for Bay 1: |  | 6,974,063.10 | Disputed | Yes | No |
|  | Int. on Bay 1 Rent Awarded: | \$ | 881,955.08 |  | Int. on Bay 1 Rent Awarded: |  | 881,955.08 | Disputed | Yes | No |
|  | Rent for Bays 5 \& 8: | \$ | 793,984.34 |  | Rent for Bays 5 \& 8: | \$ | 793,984.34 | Disputed | Yes | No |
|  | Int. on Unpaid Rent, Bays 5 \& | 8: \$ | 241,005.18 |  | Int. on Unpaid Rent, Bays 5 \& 8 |  | 241,005.18 | Disputed | Yes | No |
|  | Reimb. United for Gross Receipts Taxes |  | 60,586.96 |  | Reimb. United for Gross Receipts Taxes | \$ | 60,586.96 | Disputed | No | Yes |
|  | Black Book Balance owed to United |  | 49,997.00 | G, | Black Book Balance owed to United | \$ | 49,997.00 | Disputed | No | Yes |
|  | Ledger Baiances owed to United |  | 199,760.00 |  | Ledger Balances owed to United |  | 199,760.00 | Disputed | No | Yes |
|  | Water Revenue Re: Plaza Extra-East |  | 693,207.46 |  | Water Revenue <br> Re: Plaza Extra-East |  | 693,207.46 | Disputed | No | Yes |
| J. | Unreimbursed Transfers from United <br> Subtotal: | \$ | 188,132.00 |  | Unreimbursed Transfers from United <br> Subtotal: |  | $\frac{188,132.00}{1,121,964.60}$ | Disputed | No | Yes |
|  | Partnership Assets Available <br> er Debts and Reserves: |  | stribution $(\$ 3,176,736.04)$ | IV. Ne | Partnership Assets Available for er Debts and Reserves: | or Dis | $\begin{aligned} & \text { istribution } \\ & \$ 2,767,009.22) \end{aligned}$ |  |  |  | After Debts and Reserves:

$\longrightarrow{ }^{9}$ See Total Liabilities shown on balance sheet provided by John Gaffney on September 30, 2016.
$\longrightarrow{ }^{10}$ see ftn. 11 of the Amended Claims. Since $\$ 30.000$ was included as a reserve in item II $E$, above, that amount was not also included in the balance sheet liabilities.

| V. Past Partnership Withdrawals and Distribution Reconciliation: | V. Past Partnership Withdrawals and Distribution Reconciliation: | Disputed or Undisputed | Ripe For Determination | Additional <br> Discovery <br> Needed |
| :---: | :---: | :---: | :---: | :---: |
| A. Net funds withdrawn or deemed to be a distribution between the Partners per BDO Report Net Due to Yusuff ${ }^{11}$ : $\$ 9,670,675.36$ | A. Net funds withdrawn or deemed to be a distribution between the Partners per BDO ReportNet Due to Yusuf ${ }^{12}$ : $\$ 2,549,819.22$ | Disputed | No | Yes |
| VI. Y\&S Corporation and R\&F Condominium Stock Sale Proceeds Distribution: <br> $\$ 802,966.00$ | VI. Y\&S Corporation and R\&F Condominium Stock Sale Proceeds Distribution: | No longer applicable as barred by Accounting Order | N/A | N/A |
| VII. Foreign Accounts and Jordanian Properties: <br> A. Net Due to Yusuf: <br> \$TBD, but at least \$434,921.37 | VII. Foreign Accounts and Jordanian Properties <br> A. Net Due to Yusuf: <br> \$TBD, but at least \$434,921.37 <br> (Exhibit R) | Disputed | No | Yes |
| VIII. Loss of Going Concern Value of Plaza Extra West: $\$ 4,385,000.00$ | Vili. Loss of Going Concern Value of Plaza Extra West: $\$ 4,385,000.00$ | Disputed | No | Yes |
|  |  |  |  |  |

[^13]Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
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## Exhibit G

DUDLEV, TOPPEA
AND FEUERZEIG, LLP 1000 Frederksberg Gade P.O. Box 756 St, Thomar, U.S. V.I. opeot 02056 (3-40) 714-4922

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



Defendant. )

DUDLEY, TOPPER AND FEUERZEIG, LLP

1000 Fraderiksterg Gade P.O. Box 758

SL. Thiomas, U.S. V.I. ©0004-0758 (340) 774.4422

Response to Hanred's Fourth Set of Interrogutories Haleet Haned er at. vs. Fenthi l'usuf et al. Case No.: STX-2012-CV-370
Page 2

## RESPONSES TO HAMED'S FOURTII INTERROGATORIES PER THE CLAIM DISCOVERY PLAN OF $1 / 29 / 2018$ NOS, 16 -28 OF 50

[^14] ("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Responses to Hamed's Fourth Set of Inlerrogatories per the Claims Discovery Plan of $1 / 29 / 2018$, Nos. $16-28$ of 50 as to Y-5: Reimbrrse United For Gross Receipt Taxes; H-150 And H-160; United's Gross Receipts Taxes; H-152: United's Corporate Franchise Taxes And Fees; H-153: P Funds Used to Pay Uypted's Property Insurance; H-7: Kac357, Inc. Payment Of Invoices from J. David Jackson. PC; H-8: David Jackson, CPA, Bill Owed For Tax Work Done; H-15: Nejeh Yusuf's Case Withdrawals from Safe; H-22: Nejeh Yusuf Removed Property Belonging To Kac357, Inc. At-142: Half Acre In Estate Tutu; H-146: Imbalance In Credit Card Points; H-147: Vendry Rebates; H-154: Attorney And Accounting Fees Paid Re Criminal Case; H-163: Loss Of Assets Due To Wrongful Dissolution; H-164: Inventory Adjusted Downward By $\$ 1,660,000 ;$ H-165: Debts Totaling $\$ 176,267.97$.

## EENERAL OBJECTIONS

Defendants make the following general objections to the Interrogatories. These general objections apply to a or many of the Interrogatories, thus, for convenience, they are set forth herein and are nor 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 fanure to assert any additional objections to a discovery request does not waive any of Detendants' objections as set forth below:

Response to Hanted's Fouth Set of Interrogatories
Waleed Haned et al. vs. Fathi Yusuf et al.
Case No, : STX-2012-CV-370
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## Interrogatory 27 of 50 ;

Interrogatory 27 of 50 relates to Claim No. H-165: "Debts totaling $\$ 176,267.97$, which must be paid prior to any distribution of the remaining Partnership Assets to the Partners," as of September 30, 2016, as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master, Exhibit 3.

With respect to $\mathrm{H}-165$, described in detail, with reference to all related and underlying documents, each of the "debts totaling $\$ 176,267.97$, which must be paid prior to any distribution of the remaining Partnership Assets to the Partners,"

## 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 because all information as to the accounting performed by Mr. Gaffney during his employment as the accountant for the Partnership has been provided by John Gaffiney in various forms including the submissions accompanying the numerous bi-monthly reports as well as the additional information and explanations provided by Gaffney directly to counsel and accountants for Hamed. This question relates to an accounting allocation made by the accountant to the Partnership under the supervision of the Master. Yusuf, as a pariner, is without sufficient knowledge to respond to this inquiry as the information is not with in his care, custody or control. Yusuf has made reasonable inquiry into this Interrogatory and the information he knows or can readily obtain is insufficient to enable him to respond to same.

DUDLEY, TOPPER AND FEUERZEIG, LLP 1000 Frederikubarg Gade p.O. Box 756 SL. Thomas, U.S. V.1. 00004-0756 (340) 774 -4422

Response to Hamed's Fourlt Sel of Interrogatories
Waleed Hamed et al. vs. Fathi Yusuf et al.
Case No.: STX-2012-CV-370
Page 23
Defendants further object on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, former Partnership accountant, to revisit his accounting and work papers. Yusuf is no longer being paid to function as the Liquidating Partner to answer questions on behalf of the Partnership and the accounting that took place during the liquidation process. Likewise, John Gaffney is no longer employed by the Partnership to function in the role as Partnership accountant. To respond to these questions, the expertise and knowledge of John Gaffney is necessary, which diverts him away from his employment with United. Rather, if Hamed seeks information from John Gaffney for questions as to the accounting efforts he undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at or near the time that the transactions took place. Reorienting now as to transactions from years ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to revisit these issues, Hamed should bear the cost.

Without waiving any objections, Defendants state that this information was previously provided in the exhibits to Yusur's Accounting Claims as well as the Amended Claims. The supporting documentation for same has been provided in the numerous bi-monthly reports or the accompanying financial information prepared by John Gaffney. Defendants incorporate same in lieu of a narrative response.

DUOLEV, TOPPER AND FEUERZEIG, LLP 1000 Frederikeborg Gade P.O. Box 756 St Thamas. U.S. V.L 00804-0756 (240) 774.4422

Response to Hamed's Fourth Ser of Interrogatories
Weleed Hamed et al. vs. Futhi Yusuf et al. Case No.: STX-2012-C1-370
Page 25
Dudley, Topper and Feuerzeyg, lle

DATED: May $15^{\text {tr }}, 2018$


CHARLOTTE K. PERRELL
(V.I. Bar \#1281)

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Attorneys for Fathi Yusuf and United Corporation

## CERTIFICATE OF SERVICE

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

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
2132 Company, V.1. 00820
Email: joelholtperagazail.com

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1132 King Street
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AHD FEUERZEIG, LLP wou Finderissimin Oxdo F:Q thax 75:
Et itronter US WWI Dunge atso (340) 7204.422?

Response to Hamed's Fifth Request for the Production of Documents
Waleed Hamed et al, vs. Fathi Yusuf et al. Case No.; STX-2012-CV-370
Page 2

## RESPONSE TO HAMED'S FIFTH REQUEST FOR PRODUCTION OF DOCUMENTS NOS. 28-36 OF 50 PURSUANT TO THE CLAIMS DISCOYERY PLAN

DefendandCounterelaimants- Fathi-Xuruf ("Yusuf") and-United Conporationy ("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Responses to Hamed's Fifth Request for Prodhation of Documents Pursuant to the Claims Discovery Plan of 1/29/2018.

## GENERAL OBJECTIONS

Defendants make the following general objections to the Requests for Production. These general objections apply to all or many of the Requests for Pyoduction, thus, for convenience, they are set forth herein and are not necessarily repeated ffter each objectionable Requests for Production. The assertion of the same, similar, of additional objections in the individual responses to the Requests for Production, or the failure to assert any additional objections to a discovery request does not waive any of Defendants' objections as set forth below:
(1) Defendants object to these Requests for Production to the extent they may impose obligations different from or in adition to those required under the Virgin Islands Rules of Civil Procedure.
(2) Deferdants 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 alculated to lead to the discovery of admissible evidence.
(3) Defendants object to these Requests for Production to the extent they seek fofformation-which is-protected by the-atterney elient privilege-or-werk predtet-deetrine,


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Response to Hamed's Fifth Request for the
Proctuction of Documents
Waleed Hamed et al. vs. Fathi Yusuf et al. Case No.: STX-2012-CV-370
Page 11
Defendants further-object to this Request-for Produetion beeatse it seekrpersonel financial information concerning Yusuf's sons, who are not parties to this case.

Defendants further object to this Request for Production because it seeks personal information when there has been no allegation that monies were removed from the partnership by any member of the Yusuf family which were not otherwise disclosed to the Hameds. Furthermore, unlike the Hameds, the Yusufs had sources of income other than the partnership which would account for income and assets in excess of the funds acknowledged to have been withdrawn-from the partnership. Hence, the discovery is irrelevant because "the proposed discovery is not relevant to any party'solaim-ordefense." V.I.R. Giv.P. $26(\mathrm{~b})(2)($ (C)(iii).

Dudley, Topper and Feuerzeig, llp
DATED: May $15^{\text {tr }}, 2018$


CHARLO'TIEK. PERRELL
(V.I. Bar \#1281)

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Allorneys for Fathi Yusuf and United Corporation

Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
Page 18 of 19

## Exhibit H

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

| WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, | CIVIL NO. SX-12-CV-370 |
| :---: | :---: |
|  |  |
|  |  |
| Plaintiff/Counterclaim Defendant, ) |  |
|  |  |
| v. ) |  |
| ) | ACTION FOR INJUNCTIVE |
| FATHI YUSUF and UNITED CORPORATION, ) | RELIEF, DECLARATORY |
|  | JUDGMENT, AND |
| Defendants/Counterclaimants, ) | PARTNERSHIP DISSOLUTİON, |
|  | WIND UP, AND ACCOUNTING |
| v. ) |  |
| ) |  |
| WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., |  |
|  |  |
|  |  |
|  |  |
| Additional Counterclaim Defendants. ${ }^{\text {( ) }}$ | Consolidated With |
|  |  |
| ) |  |
| WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, |  |
|  |  |
|  | CIVIL NO. SX-14-CV-287 |
| Plaintiff, ) |  |
|  | ACTION FOR DAMAGES AND |
| v. ) | DECLARATORY JUDGMENT |
| ) |  |
| UNITED CORPORATION, ) |  |
|  |  |
| Defendant. ) |  |
|  |  |
| ) |  |
| WALEED HAMED, as Executor of the ) |  |
| Estate of MOHAMMAD HAMED, $\}$ | CIVIL NO. SX-14-CV-278 |
|  |  |
| v. Plaintiff, ) | ACTION FOR DEBT AND |
|  | CONVERSION |
| ) |  |
| FATHI YUSUF, ${ }^{\text {D }}$ (efendant. ) |  |
|  |  |
|  |  |
|  |  |

FATHI YUSUF and ) UNITED CORPORATION,
v.

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

Defendants.
$\qquad$
KAC357, INC., a USVI Corporation,
Plaintiff,
v.

FATHI YUSUF, a partner, and
THE HAMED-YUSUF PARTNERSHIP a/k/a THE PLAZA EXTRA SUPERMARKET PARTNERSHIP,

Defendants.

CIVIL NO. ST-17-CV-384
ACTION TO SET ASIDE FRAUDULENT TRANSFERS

CASE NO.: SX-18-CV-219
ACTION FOR DEBT AND UNJUST ENRICHMENT

## SUPPLEMENTAL RESPONSES <br> TO HAMED'S DISCOVERY

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

1. Interrogatory No, 27 and RTP 35-Relating to H-165 \$176,267.97 in Unclear Accounting Entries.

Yusuf reaffirms his prior responses and objections to Interrogatory No. 27 and RTP 35. Yusuf further supplements his responses to Interrogatory No. 27 and RTP 35:

Yusuf objects again on the grounds that the responsive information cannot be readily obtained by making reasonable inquiries as these inquiries require the skilled and detailed attention and focus of John Gaffney, the Partnership Accountant as the request relates specifically to a valuation that is the product of Gaffney's work in his role as the Partnership Accountant. Hamed has contended that specific reference to supporting information was not previously made. Again, Yusuf believes his prior responses and objections were sufficient but shows that the following documents constitute specific references to the responding information:

1. Partnership Financial Statement from 2016, 2017, 2018 and June 2019, (already in Hamed's possession, but attached again hereto).
2. January 31, 2017 Email from Gaffney with Partnership Financial Statement and Partnership General Ledger (already in Hamed's possession, but attached again hereto).
3. Partnership Accounts Payable General Ledger as to Current Liabilities updated (attached).
4. Printout of specific charges with explanations from John Gaffney (attached). The substance of information was provided to Hamed when the various Bi -Monthly Reports and supporting documentation was provided. As noted, Hamed previously objected, inter alia, to payments to Fathi Yusuf for example in his role as Liquidating Partner,

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Supplemental Responses to Hamed's Discovery
Page 4 of 5

In its essence, the account is a list of liabilities that the Partnership owes and is anticipated to owe and then pays. The value fluctuates as liabilities are incurred and payments made. As explained before, many of the payments reflect potential tax liabilities, salaries paid to Yusuf as liquidating partner and to John Gaffney as the Partnership Accountant. Gaffney was in communication with Judge Ross as to when those salaries should end and same was reflected in the account. Over time, the amount has diminished as payments were made as to those liabilities. At present, the potential liabilities account is down to $\$ 4,150.95$, excluding the potential reserve of $\$ 30,000$ possible payment to Gaffney. See June 2019 Partnership Financial Statement.

In the event, that additional information regarding these values is necessary, Yusuf shows that he is unable to provide the information beyond simply parroting what John Gaffney may explain. John Gaffney is aware of the information as it is the result of his work as the Partnership Accountant.

Respectfully submitted,

## Dudley Newman Feuerzeig, LLP

DATED: November 4, 2019
By: Is/Charlotte K. Perrell
GREGORY H. HODGES (V.I. Bar No. 174)
CHARLOTTE K. PERRELL (V.I. Bar No. 1281)
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Waleed Hamed, et al. vs. Fathi Yusuf, et al.
Case No.: SX-12-CV-370
Supplemental Responses to Hamed's Discovery
Page 5 of 5

## CERTIFICATE OF SERVICE

It is hereby certified that on this $4^{\text {th }}$ day of November, 2019, I served a true and correct copy of the foregoing SUPPLEMENTAL RESPONSES TO HAMED'S DISCOVERY, which complies with the page and word limitations set forth in Rule 6-1(e), via email addressed to:

Joel H. Holt, Esq.
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U.S. Virgin Islands 00820

E-Mail: ieffrevmlawia vahoo.com

## 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.


TERRITORY OF THE UNITED STATES VIRGIN ISLANDS DISTRICT OF ST, CR\&i $k$ ) ss

On this, the $H$ day of TVENMGEn, 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.


United Corporation East (Pship)
General Ledger
For the Period From Jan 1, 2016 to Dec 31, 2016

| Account ID | Account Description | Date | Reference | Jrmi | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10300 | Cash - Bank Op'g 8830 | 1/1/16 |  |  | Begirning Balance |  |  | -871.05 |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 100095 | 500.00 |  |  |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 100055 | 149,17 |  |  |
| 10300 | Cash-Bank Op'g 8830 | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 100309 | 87.17 |  |  |
| 10300 | Cash - Bank Op'q 8830 | 12/31/46 | XJE111 | GENJ | W/O P'SHIP STALE DTD OIS CK 63813 | 99,98 |  |  |
| 10300 | Cash - Bank Op'g 8830 | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD OIS CK 99060 | 34.73 |  |  |
| 10300 | Cash - Bank Op'g 8830 |  |  |  | Change | 871.05 |  | 871.05 |
| 20000 | Accounts Payable - Trade | 1/1/16 |  |  | Beginning Balance |  |  | -65,294,61 |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-112 | 6,459.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: CRA2I |  | 30,827,00 |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: $15-103$ | 375.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-082 | 174.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-113 | 22,319.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: $15-122$ | 5.75 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: $15-12{ }^{2}$ | 26,149.07 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-121 | 54.89 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CD. $J$ | UNITED CORPORATION - Invoice: 15-122 | 27,898,75 |  |  |
| 20000 | Accounts Payable - Trade | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION - Invoice: 15-12? | 12,686.15 |  |  |
| 20000 | Accounts Payable - Trade | 1/31/16 | 16-0131-01 | PJ | UNITED CORPORATION |  | 24,055,00 |  |
| 20000 | Accounts Payable - Trade | 1/31/16 | 16-0131-02 | PJ | UNITED CORPORATION |  | 8,774,00 |  |
| 20000 | Accounts Payable - Trade | 2/16/16 | 16-0216-01 | PJ | UNITED CORPORATION |  | 317.99 |  |
| 20000 | Accounts Payable - Trade | 2/18/16 | 16-0216-02 | PJ | UNITED CORPORATION |  | 982,68 |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-01 | PJ | UNITED CORPORATION |  | 23,698.00 |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-02 | PJ | UNITED CORPORATION |  | 8,732,00 |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: $16-012$ | 24,055.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 16-022 | 8,732,00 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: $16-022$ | 23,698.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 16-021 | 317.99 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: $16-021$ | 982.68 |  |  |
| 20000 | Accounts Payable - Trade | 3/9/16 | 297 | CDJ | UNITED CORPORATION - Invoice: 18-012 | 8.774 .00 |  |  |
| 20000 | Accounts Payable - Trade | 3/31/16 | 16-0331-01 | PJ | UNITED CORPORATION |  | 29,603.75 |  |
| 20000 | Accounts Payable - Trade | 3/31/16 | 16-0331-02 | PJ | UNITED CORPORATION |  | 8,717.00 |  |
| 20000 | Accounts Payable - Trade | 3/31/16 | 16-0331-03 | PJ | UNITED CORPORATION |  | $3,000,00$ |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 302 | CDJ | UNITED CORPORATION - Invoice: 16-033 | 29,603,75 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 302 | CDJ | UNITED CORPORATION - Invoice: $16-033$ | 3,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 302 | CDJ | UNITED CORPORATION - Invoice: 16-03s | 8,717.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | FUTA2013 | PJ | INTERNAL REVENUE SERVICE |  | 74,779.10 |  |
| 20000 | Accounts Payable - Trade | 4/15/16 | 16-0415-01 | PJ | UNITED CORPORATION |  | 50,00 |  |
| 20000 | Accounts Payable - Trade | 4/18/16 | 16-0418-01 | PJ | UNITED CORPORATION |  | 260.00 |  |
| 20000 | Accounts Payable - Trade | 4/22/16 | 16-0422-01 | PJ | UNITED CORPORATION | 1,246,21 |  |  |
| 20000 | Accounts Payable - Trade | 4/30/16 | 16-0430-01 | PJ | UNITED CORPORATION |  | 23,683,00 |  |
| 20000 | Accounts Payable - Trade | 4/30/16 | 16-0430-02 | PJ | UNITED CORPORATION |  | 8,612.00 |  |
| 20000 | Accounts Payable - Trade | 4/30/16 | 16-0430-03 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | Accounts Payable - Trade | 5/31/16 | 16-0531-01 | PJ | UNITED CORPORATION |  | 23.683.00 |  |
| 20000 | Accounts Payable - Trade | 5/31/16 | 16-0531-02 | PJ | UNITED CORPORATION |  | 8,612.00 |  |
| 20000 | Accounts Payable - Trade | 5/31/16 | 16-0531-03 | PJ | UNITED CORPORATION |  | 1,000,00 |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312CM | PJ | UNITED CORPORATION | 65,653,79 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-042 | 1,000,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: $16-041$ | 260.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: $16-041$ | 50.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-042 |  | 1,246.21 |  |
| 20000 | Accounts Payable - Trade | 6/10/15 | CRA312 | CD. 1 | UNITED CORPORATION - Invoice: CRA3. |  | 65,653.79 |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: $16-052$ | 8,612.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDS | UNTED CORPORATION - Invoice: $16-053$ | 1,000,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-05? | 23,683,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: $16-043$ | 23,683.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA312 | CDJ | UNITED CORPORATION - Invoice: 16-042 | 8,612,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | CRA315CM | PJ | UNITED CORPORATION | 500.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/30/16 | 16-0630-01 | PJ | UNITED CORPORATION |  | 28,084,75 |  |
| 20000 | Accounts Payable - Trade | 6/30/16 | 16-0630-02 | PJ | UNITED CORPORATION |  | 10,765.00 |  |
| 20000 | Accounts Payable - Trade | 6/30/16 | 16-0630-03 | PJ | UNITED CORPORATION |  | 1,000,00 |  |
| 20000 | Accounts Payable - Trade | 7/19/16 | 16-0719-01 | PJ | UNITED CORPORATION |  | 50,000.00 |  |
| 20000 | Accounts Payable - Trade | 7/31/16 | 16-0731-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | Accounts Payable - Trade | 7/31/16 | 16-0731-02 | PJ | UNITED CORPORATION |  | 8,612.00 |  |
| 20000 | Accounts Payable - Trade | 7/31/16 | 16-0731-03 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | CM16-0719-01 | PJ | UNITED CORPORATION | 50,000,00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | 321 CM | PJ | UNITED CORPORATION | 71,280,75 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: $16-063$ | 28,084,75 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: $16-078$ | 1,000.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 16-073 | 8,612.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ $\rfloor$ | UNITED CORPORATION - Invoice: 16-073 | 22,319,00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: $16-062$ | 1,000,00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: CRA3* |  | 500.00 |  |


| Account ID | Account Description | Date | Reforence | Jrnl | Trans Description | Debit Amt | Credit Amit | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | 8/12/15 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 321 CN |  | 71,280.75 |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice: 16-06? | 10,765.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/13/16 | 16-0813-01 | PJ | UNITED CORPORATION |  | 40.00 |  |
| 20000 | Accounts Payable - Trade | 8/17/16 | 16-0817-04 | PJ | VI EMPLOYMENT SECURITY AGENCY |  | 38,449.90 |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 16-0813-01CM | PJ | UNITED CORPORATION | 40.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/31/16 | 16-0831-01 | PJ | UNITED CORPORATION |  | 27,898 75 |  |
| 20000 | Accounts Payable - Trade | 8/31/16 | 16-0831-02 | PJ | UNITED CORPORATION |  | 5,381.62 |  |
| 20000 | Accounts Payable - Trade | 8/31/16 | 16-0831-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | Accounts Payable - Trade | 9/30/16 | 16-0930-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | Accounts Payable - Trade | 9/30/16 | 16-0930-02 | PJ | UNITED CORPORATION |  | 4,305.12 |  |
| 20000 | Accounts Payable - Trade | 9/30/16 | 16-0930-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CM16-0930 | PJ | UNITED CORPORATION | 60,904.49 |  |  |
| 20000 | Accounts Payable - Trade | 1077116 | CRA326 | CDJ $J$ | UNITED CORPORATION - Invoice: 16-08? | 5,381.62 |  |  |
| 20000 | Accounts Payable - Trade | 107/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: CM16- |  | 60,904,48 |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-093 | 22,319.00 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA 326 | CDJ | UNITED CORPORATION - Invoice: 16-093 | 500,00 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-083 | 500.00 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-083 | 27,898,75 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice: 16-09? | 4,305,12 |  |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 16-1031-03 | PJ | UNITED CORPORATION |  | 500,00 |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 16-1031-01 | PJ | UNITED CORPORATION |  | 22,319,00 |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 16-1031-02 | PJ | UNITED CORPORATION |  | 4,305.12 |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CM16-1031 | PJ | UNITED CORPORATION | 27,124.12 |  |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice: 16-103 | 4,305.12 |  |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice: 16-102 | 500,00 |  |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA 332 | CDJ | UNITED CORPORATION - Invoice: CM16- |  | 27,124,12 |  |
| 20000 | Accounts Payable - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice: 16-103 | 22,319,00 |  |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-0817-01CM | PJ | VI EMPLOYMENT SECURITY AGENCY | 38,449,90 |  |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-1101-01 | P. ${ }^{\text {d }}$ | UNITED CORPORATION |  | 27,898,75 |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-1130-02 | PJ | UNITED CORPORATION |  | 5,381,40 |  |
| 20000 | Accounts Payable - Trade | 12/31/16 | 16-1231-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | Accounts Payable - Trade | 12/31/16 | 16-1231-02 | PJ | UNITED CORPORATION |  | 5,299,03 |  |
| 20000 | Accounts Payable - Trade |  |  |  | Change | 745,910.65 | 816,293.32 | -70,382.67 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-135,677,28$ |
| 23000 | Accrued Experises | 1/1/16 |  |  | Beginning Balance |  |  | $-10,000.00$ |
|  |  | 12131/16 |  |  | Ending Balance |  |  | -10,000,00 |
| 28600 | Pship Claims Reserve Clearing | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/27/16 | CRA292 | CDJ | UNITED CORPORATION |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 3/9/16 | 297 | CD. J | UNITED CORPORATION |  | $66,559,67$ |  |
| 28600 | Pship Claims Reserve Clearing | 4/1/16 | 302 | CDJ | UNITED CORPORATION |  | 41,320.75 |  |
| 28600 | Pship Claims Reserve Clearing | 4/22/16 | 16-0422-01 | PJ | UNITED CORPORATION - LUTHERANFI |  | 1,246.21 |  |
| 28600 | Pship Claims Reserve Clearing | 6/10/16 | CRA312CM | PJ | UNITED CORPORATION - REIME APR \& |  | $65,653,79$ |  |
| 28600 | Pship Claims Reserve Clearing | 8/9/16 | CM16-0719-01 | PJ | UNITED CORPORATION - JONES SETTL |  | $50,000.00$ |  |
| 28600 | Pship Claims Reserve Clearing | 8/12/16 | 321 CM | PJ | UNITED CORPORATION - CRA REIMB PI |  | 71,280.75 |  |
| 28600 | Pship Claims Reserve Clearing | 8/30/16 | 16-0813-01CM | P. $]$ | UNITED CORPORATION - PAID BY WES |  | 40,00 |  |
| 28600 | Pship Claims Reserve Clearing | 107/116 | CM16-0930 | PJ | UNITED CORPORATION - P'SHIP EAST |  | 60,904,49 |  |
| 28600 | Pship Claims Reserve Cleaning | 11/23/16 | CM16-1031 | PJ | UNITED CORPORATION - CRA CHK 332 |  | 27,124,12 |  |
| 28600 | Pship Claims Reserve Clearing |  |  |  | Change |  | 449,424,39 | -449,424.39 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -449,424.39 |
| 39000 | Retained Earnings | 1/1/16 |  |  | Beginning Balance |  |  | 76,165.65 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 76,165.66 |
| 47000 | Revenue - Miscellaneous Sales | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 47000 | Revenue - Miscellaneous Sales | 4/15/16 | 16-0415-01 | Pd | UNITED CORPORATION - STT GIFT CEF | $50,00$ |  |  |
| 47000 | Revenue - Miscellaneous Sales |  |  |  | Change | 50,00 |  | 50.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 50.00 |
| 48000 | Revenue - Sales Discounts | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 48000 | Revenue - Sales Discounts | 8/13/16 | 16-0813-01 | PJ | UNITED CORPORATION - GIFT CERT RE | 40.00 |  |  |
| 48000 | Revenue - Sales Discounts |  |  |  | Change | 40.00 |  | 40.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 40.00 |
| 51000 | COS - Freight Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 51000 | COS - Freight Expense | 4/18/16 | 16-0418-01 | PJ | UNITED CORPORATION - REIMB PE EA: | 260.00 |  |  |
| 51000 | COS - Freight Expense |  |  |  | Change | 260.00 |  | 260.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 260.00 |
| 63200 | Insurance - Gen Liability | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63200 | Insurance - Gen Liability | 7/19/16 | 16-0719-01 | PJ | UNITED CORPORATION - JONES SETTL | $50,000.00$ |  |  |
| 63200 | Insurance - Gen Liability |  |  |  | Change | 50,000.00 |  | $50,000,00$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 50,000.00 |
| 63600 | Insurance - Workers' Comp | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63600 | Insurance - Workers' Comp | 2/16/16 | 16-0216-01 | PJ | UNITED CORPORATION - WORKERS' ${ }^{\prime}$ CI | 317.99 |  |  |
| 63600 | Insurance - Workers' Comp |  |  |  | Change | 317.99 |  | 317.99 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 317.99 |
| 67400 | Taxes - Empr FUTA Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 67400 | Taxes-Empr FUTA Expense | 2/16/16 | 16-0216-02 | PJ | UNITED CORPORATION - FUTA LATE FE | 982.68 |  |  |
| 67400 | Taxes - Empr FUTA Expense | 4/1/16 | FUTA2013 | Pd | INTERNAL REVENUE SERVICE - 02/12/1 | 74,779.10 |  |  |
| 67400 | Taxes-Empr FUTA Expense |  |  |  | Change | 75,761.78 |  | 75,761.78 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 75,761.78 |
| 67500 | Taxes - Empr VI Unemp | 1/1/16 |  |  | Beginning Balance |  |  |  |


| Account ID | Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Gredit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 67500 | Taxes - Empr VI Unemp | 6/10/16 | CRA315CM | PJ | UNITED CORPORATION - CREDIT PSHIF |  | 500.00 |  |
| 67500 | Taxes - Empr VI Unemp | 8/17/16 | 16-0817-01 | PJ | VI EMPLOYMENT SECURITY AGENCY- | 38,449,90 |  |  |
| 67500 | Taxes - Empr VI Unemp | 11/30/16 | 16-0817-01CM | PJ | VIEMPLOYMENT SECURITY AGENCY- |  | 38,449.90 |  |
| 67500 | Taxes-Empr VI Unemp |  |  |  | Change | 38,449.90 | 38,949,90 | -500,00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -500.00 |
| 68200 | Travel \& Hotels Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 68200 | Travel \& Hotels Expense | 3/31/16 | 16-0331-03 | PJ | UNITED CORPORATION - GAFFNEY TR/ | 3,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 4/30/16 | 16-0430-03 | PJ | UNITED CORPORATION - GAFFNEY APF | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 5/31/16 | 16-0531-03 | PJ | UNITED CORPORATION - GAFFNEY MA' | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 6/30/16 | 16-0630-03 | PJ | UNITED CORPORATION - GAFFNEY JUA | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 7/31/16 | 16-0731-03 | PJ | UNITED CORPORATION - GAFFNEY JUL | 1,000.00 |  |  |
| 68200 | Travel \& Hotels Expense | 8/31/16 | 16-0831-03 | PJ | UNITED CORPORATION - 50\% GAFFNE | 500.00 |  |  |
| 68200 | Travel \& Hotels Expense | 9/30/16 | 16-0930-03 | PJ | UNITED CORPORATION - 50\% GAFFNE | 500.00 |  |  |
| 68200 | Travel \& Hotels Expense | 10/31/16 | 16-1031-03 | PJJ | UNITED CORPORATION - $50 \%$ GAFFNE | 500,00 |  |  |
| 68200 | Travel \& Hotels Expense |  |  |  | Change | B,500.00 |  | 8,500.00 |
|  |  | 12131/16 |  |  | Ending Balance |  |  | 8,500.00 |
| 69000 | Wages - Officer Salaries | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 69000 | Wages - Officer Salaries | 1/31/16 | 16-0131-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 24,055.00 |  |  |
| 69000 | Wages - Officer Salaries | 2/29/16 | 16-0229-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 23,698.00 |  |  |
| 69000 | Wages - Officer Salaries | 3/31/16 | 16-0331-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 29,603.75 |  |  |
| 69000 | Wages - Officer Salaries | 4/30/16 | 16-0430-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 23,683,00 |  |  |
| 69000 | Wages - Officer Salaries | 5/31/16 | 16-0531-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 23,683.00 |  |  |
| 69000 | Wages - Officer Salaries | 6/30/16 | 16-0630-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 28,084.75 |  |  |
| 69000 | Wages - Officer Salanies | 7/31/16 | 16-0731-01 | PJ | UNITED CORPORATION - FATHY YUSUF | 22,319.00 |  |  |
| 69000 | Wages - Officer Salaries | 8/31/16 | 16-0831-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 27,898.75 |  |  |
| 69000 | Wages - Officer Salaries | 9/30/16 | 16-0930-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 22,319.00 |  |  |
| 69000 | Wages - Officer Salaries | 10/31/16 | 16-1031-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 22,319.00 |  |  |
| 69000 | Wages - Officer Salaries | 11/30/16 | 16-1101-01 | PJJ | UNITED CORPORATION - FATHI YUSUF | 27,898.75 |  |  |
| 69000 | Wages - Officer Salaries | 12/31/16 | 16-1231-01 | PJ | UNITED CORPORATION - FATHI YUSUF | 22,319.00 |  |  |
| 69000 | Wages - Officer Salaries |  |  |  | Change | 297,881,00 |  | 297,881,00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 297,881,00 |
| 69200 | Wages - Managers | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 69200 | Wages - Managers | 1/31/16 | 16-0131-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,774,00 |  |  |
| 69200 | Wages - Managers | 2/29/16 | 16-0229-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,732.00 |  |  |
| 69200 | Wages - Managers | 3/31/16 | 16-0331-02 | PJ | UNITED CORPORATION - GAFFNEY MAI | 8,717.00 |  |  |
| 69200 | Wages - Managers | 4/30/16 | 16-0430-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,612.00 |  |  |
| 69200 | Wages - Managers | 5/31/16 | 16-0531-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,612,00 |  |  |
| 59200 | Wages - Managers | 6/30/16 | 16-0630-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 10,765.00 |  |  |
| 69200 | Wages - Managers | 7/31/16 | 16-0731-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 8,612,00 |  |  |
| 69200 | Wages - Managers | 8/31/16 | 16-0831-02 | PJ | UNITED CORPORATION - GAFFNEY AUS | 5,381,62 |  |  |
| 68200 | Wages - Managers | 9/30/16 | 16-0930-02 | PJ | UNITED CORPORATION - GAFFNEY SEY | 4,305.12 |  |  |
| 69200 | Wages - Managers | 10/31/16 | 16-1031-02 | PJ | UNITED CORPORATION - GAFFNEY OC* | 4,305,12 |  |  |
| 69200 | Wages - Managers | 11/30/16 | 16-1130-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 5,381.40 |  |  |
| 69200 | Wages - Managers | 12/31/16 | 16-1231-02 | PJ | UNITED CORPORATION - JOHN GAFFNI | 5,299.03 |  |  |
| 69200 | Wages - Managers |  |  |  | Change | 87,496.29 |  | 87.496 .29 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 87,496.29 |
| 80000 | Other Income (Expense) | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 100309 |  | 87.17 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | WIO P'SHIP STALE DTD O/S CK 100095 |  | 500.00 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 99060 |  | 34.73 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 100055 |  | 149,17 |  |
| 80000 | Other Income (Expense) | 12/31/16 | XJE111 | GENJ | W/O P'SHIP STALE DTD O/S CK 63813 |  | 99.98 |  |
| 80000 | Other Income (Expense) |  |  |  | Change |  | 871.05 | -871.05 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -871.05 |

United Corporation STT (Pship)
General Ledger
For the Period From Jan 1, 2016 to Dec 31, 2016

| Account id | Account Description | Date | Reference | Jrnl | Trans Description | Debit Aimt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10300 | Cash - Bank Op'g 2010 | 1/1/16 |  |  | Beginning Balance |  |  | $-9,427.94$ |
| 10300 | Cash - Bank Op'g 2010 | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC | 2,704.79 |  |  |
| 10300 | Cash-Bank Op'g 2010 | 12/31/16 | JE31 | GENJ | W/O STALE DATED CHECKS IN CLOSEİ | 6,723.15 |  |  |
| 10300 | Cash - Bank Op'g 2010 |  |  |  | Change | 9,427.94 |  | 8,427.94 |
| 10350 | Cash-Bank Payroll 0640 | 1/1/16 |  |  | Beginning Balance |  |  | -625.79 |
| 10350 | Cash - Bank Payroll 0640 | 12/31/16 | JE31 | GENJ | WIO STALE DATED CHECKS IN CLOSEI | 625,79 |  |  |
| 10350 | Cash - Bank Payroll 0640 |  |  |  | Change | 625.79 |  | 625.79 |
| 20000 | Accounts Payable - Trade | 1/1/16 |  |  | Beginning Balance |  |  | -11,311.51 |
| 20000 | Accounts Payable - Trade | 1/1/16 | 16-0101-01 | PJ | RAJA FOODS | 410.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 16-0125-01 | PJ | CARIBBEAN REFRIGERATION \& MECH | 5,088.97 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 16-0125-02 | PJ | CARIBBEAN REFRIGERATION \& MECH | 5,812.54 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0197 |  | 242.36 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0377 |  | 480.00 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0372 | 35.53 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0396 |  | 604.61 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0253 |  | 330.22 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0311 |  | 519,14 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 41375 V | CDJ | WE ARE WINE LLC - Invoice: 0371 |  | 563.99 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0377 | 480.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0396 | 604.61 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0372 |  | 35.53 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0371 | 563.99 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0311 | 519.14 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice 0197 | 242.36 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC - Invoice: 0253 | 330.22 |  |  |
| 20000 | Accounts Payable - Trade |  |  |  | Change | 14,087,36 | 2,775.85 | 11,311,51 |
| 23000 | Accrued Expenses | 1/1/16 |  |  | Beginning Balance |  |  | -10,000.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -10,000.00 |
| 28600 | Pship Claims Reserve Clearing | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 285 | GENJ | CRMVI INV 4783 PD BY CRA |  | 5,088.97 |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 286 | GENJ | CRMVI INV 4984 PD BY CRA |  | 5,812.54 |  |
| 28600 | Pship Claims Reserve Clearing | 2/8/16 | 293 | GENJ | US CUSTOMS PENALTY PD EY CRA |  | 2,250.00 |  |
| 28600 | Pship Claims Reserve Clearing | 2/29/16 | 16-0229-02 | GENJ | PSHIP GIFT CERTS REDEEMED IN STT |  | 3,640,00 |  |
| 28600 | Pship Claims Reserve Clearing | 3/11/16 | CRA299 | CDJ | WE ARE WINE LLC |  | 2,704.79 |  |
| 28600 | Pship Claims Reserve Clearing |  |  |  | Change |  | 19,496.30 | -19,496.30 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -19,496.30 |
| 39000 | Retained Earnings | 1/1/16 |  |  | Beginning Balance |  |  | 31,365.24 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 31,365.24 |
| 48000 | Revenue - Sales Discounts | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 48000 | Revenue - Sales Discounts | 2/29/16 | 16-0229-02 | GENJ | PSHIP GIFT CERTS REDEEMED IN STT | 3,640,00 |  |  |
| 48000 | Revenue-Sales Discounts |  |  |  | Change | 3,640.00 |  | 3,640.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 3,640,00 |
| 50000 | COS - Purchases | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 50000 | COS-Purchases | 1/1/16 | 16-0101-01 | Pd | RAJA FOODS - LATE NOTICE OF BAL DI |  | 410.00 |  |
| 50000 | COS - Purchases |  |  |  | Change |  | 410.00 | -410.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -410.00 |
| 52200 | COS-US Customs Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 52200 | COS - US Customs Expense | 2/8/16 | 293 | GENJ | US CUSTOMS PENALTY PD BY CRA | 2,250.00 |  |  |
| 52200 | COS-US Customs Expense |  |  |  | Change | 2,250,00 |  | 2,250.00 |
|  |  | 12/31/46 |  |  | Ending Balance |  |  | 2,250.00 |
| 66700 | Repairs \& Maintenance Expense | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 285 | GENJ | CRMVI INV 4783 PD BY CRA | 5,088.97 |  |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 286 | GENJ | CRMVI INV 4984 PD BY CRA | 5,812.54 |  |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 16-0125-01 | PJ | CARIBBEAN REFRIGERATION \& MECH - |  | 5,088.97 |  |
| 66700 | Repairs \& Maintenance Expense | 1/25/16 | 16-0125-02 | PJ | CARIBEEAN REFRIGERATION \& MECH. |  | 5,812.54 |  |
| 66700 | Repairs \& Maintenance Expense |  |  |  | Change | 10,001.51 | 10,901.51 |  |
| 80000 | Oiher Income (Expense) | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80000 | Other Income (Expense) | 12/31/16 | JE31 | GENJ | W/O STALE DATED CHECKS IN CLOSEt |  | 625.79 |  |
| 80000 | Other Income (Expense) | 12/31/16 | JE31 | GENJ | W/O STALE DATED CHECKS IN CLOSEI |  | 6,723.15 |  |
| 80000 | Other Income (Expense) |  |  |  | Change |  | 7,348.94 | -7,348,94 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -7,348.94 |

## United Corporation West (Pship)

General Ledger
For the Period From Jan 1, 2016 to Dec 31, 2016

| Accountid | Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10300 | Cash-Bank Op'g 6269 | 1/1/16 |  |  | Beginning Balance |  |  | -4,846.12 |
| 10300 | Cash - Bank Op'g 5269 | 12/31/16 | JE31 | GENJ | CLR STALE DATED CHECKS IN CLOSE[ | 4,846.12 |  |  |
| 10300 | Cash - Bank Op'g 6269 |  |  |  | Change | 4,846,12 |  | 4,846,12 |
| 10600 | Cash - Bank Claims 9091 | 1/1/16 |  |  | Beginning Balance |  |  | 1,648,436.13 |
| 10600 | Cash - Bank Claims 9091 | 1/5/16 | 283 | GENJ | EDGAR ROSS (INV \#4 MASTER FEES) |  | 43,300.00 |  |
| 10600 | Cash - Bank Claims 9091 | 1/5/46 | 284 | GENJ | TOPA PROPERTIES (JAN RENT) |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 285 | GENJ | CRMVI LLC INV 4783 PD BY CRA FOR S |  | 5,088.97 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/18 | 286 | GENJ | CRMVI LLC INV 4984 PD BY CRA FOR S ${ }^{-}$ |  | 5,812.54 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/46 | 291 | GENJ | UNITED CORP 12/31/15 AP BAL PD BYC |  | 65,294.61 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 288 | CDJ | BECKSTEDT \& ASSOCIATES |  | 950,00 |  |
| 10600 | Cash-Bank Claims 9091 | 1/25/16 | 289 | CDJ | BECKSTEDT \& ASSOCIATES |  | 1,372,50 |  |
| 10600 | Cash - Bank Clalims 9091 | 1/25/16 | 290 | CDJ | BECKSTEDT \& ASSOCIATES |  | 540.00 |  |
| 10600 | Cash - Bank Claims 9091 | 1/25/16 | 287 | CDJ | AMERICAN MEDIATION INSTITUTE |  | 1,397.50 |  |
| 10600 | Cash - Bank Claims 9091 | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND | 38,656.52 |  |  |
| 10600 | Cash - Eank Claims 9091 | 2/8/16 | CRA294 | GENJ | TOPA PROPERTIES (PSHIP DOC STORA |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 2/8/16 | CRA293 | GENJ | US CUSTOMS (STT PENALTY RE SHPT 1 |  | 2,250.00 |  |
| 10600 | Cash - Bank Claims 9091 | 3/9/16 | 295 | GENJ | TOPA PROPERTIES MAR 2016 RENT |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 3/9/16 | 296 | GENJ | TOPA PROPERTIES APR 2016 RENT |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 3/9/16 | 297 | GENJ | UNITED CORP 2/29/16 AP BAL PD BY CF |  | 66,559,67 |  |
| 10600 | Cash - Bank Claims 9091 | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES |  | 21,408,00 |  |
| 10600 | Cash - Bank Claims 9091 | 3/11/16 | 299 | GENJ | WE ARE WINE LLC PMT BY CRA FOR ST |  | 2,704.79 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 300 | GENJ | YUSUF - 2015 PTR TAX DISTR |  | 282,266.73 |  |
| 10600 | Cash-Bank Claims 9091 | 4/1/16 | 301 | GENJ | HAMED - 2015 PTR TAX DISTR |  | 282,266.73 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 302 | GENJ | UNITED CORP BAL DUE 3/31 AP AGING |  | 41,320.75 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 303 | CDJ | BECKSTEDT \& ASSOCIATES |  | 17,403.00 |  |
| 10600 | Cash - Bank Claims 9091 | 4/1/16 | 304 | CDJ | KAC357 LLC |  | 3,115.33 |  |
| 10600 | Cash - Bank Claims 9091 | 4/2/16 | 305 | CDJ | DUDLEY TOPPER AND FEUERZEIG LL |  | 9,680,00 |  |
| 10600 | Cash-Bank Claims 9091 | 5/11/16 | S. 111 | GENJ | IRS REFUND RE 2012 FORM 940 | 10,184.54 |  |  |
| 10600 | Cash - Bank Claims 9091 | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES |  | 2,390.00 |  |
| 10600 | Cash - Bank Claims 9091 | 5/11/16 | 306 | GENJ | TOPA PROPERTIES - DOC WHSE (MAY) |  | 733.33 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 308 | CDJ | BECKSTEDT \& ASSOCIATES |  | 3,630,00 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 309 | CDJ | EDGAR D. ROSS |  | 36,200,00 |  |
| 10600 | Cash - Eank Claims 9091 | 6/10/16 | 310 | CDJ | TOPA PROPERTIES |  | 765.61 |  |
| 10600 | Cash-Bank Claims 9091 | 6/10/16 | 311 | CDJ | TOPA PROPERTIES |  | 741.40 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 312 | CDJ | UNITED CORPORATION |  | 65,653.79 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 313 | CDJ | V.I. EMPLOYMENT SECURITY AGENC |  | 12,082,65 |  |
| 10600 | Cash - Bank Claims 9091 | 6/10/16 | 314 | CDJ | V.I. EMPLOYMENT SECURITY AGENC |  | 240.00 |  |
| 10600 | Cast - Bank Claims 9091 | 6/10/16 | 315 | CDJ | V,I. EMPLOYMENT SECURITY AGENC |  | 725.00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 316 | CDJ | TOPA PROPERTIES |  | 741.40 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 317 | CDJ | TOPA PROPERTIES |  | 741.40 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES |  | 8,991.30 |  |
| 10600 | Cash - Bank Claims 9091 | 8/9/16 | 319 | CDJ | UNITED GORPORATION |  | 50,000.00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES |  | 1,240.50 |  |
| 10600 | Cash - Bank Claims 9091 | 8/12/16 | 321 | CDJ | UNITED CORPORATION |  | 71,280.75 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 322 | CDJ | UNITED CORPORATION |  | 40,00 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 323 | CDJ | LINDA ESPRIT |  | 397.61 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES |  | 2,427.50 |  |
| 10600 | Cash - Bank Claims 9091 | 8/30/16 | 325 | CDJ | SOURCE ACCOUNTING |  | 1,550.00 |  |
| 10600 | Cash - Bank Claims 9091 | 9/30/16 | JE30 | GENJ | VOID CK 227 THAT GALLOW'S BAY BAK | 65.72 |  |  |
| 10600 | Cash - Bank Claims 9091 | 10/7/16 | 326 | CDJ | UNITED CORPORATION |  | 60,904,49 |  |
| 10600 | Cash - Bank Claims 9091 | 10/7/16 | 327 | CDJ | BECKSTEDT \& ASSOCIATES |  | 495.00 |  |
| 10600 | Cash - Bank Claims 9091 | 10/7/16 | 328 | CDJ | TOPA PROPERTIES |  | 2,224.20 |  |
| 10600 | Cash-Bank Claims 9091 | 11/3/16 | 329 | CDJ | V.I. EMPLOYMENT SECURITY AGENG |  | 1,273,38 |  |
| 10600 | Cash-Bank Claims 9091 | 11/23/16 | 331 | CDJ | LEWIS CONSULTING LLC |  | 3,800.00 |  |
| 10600 | Cash - Bank Claims 9091 | 11/23/16 | 332 | CDJ | UNITED CORPORATION |  | 27,124.12 |  |
| 10600 | Cash - Bank Claims 9091 | 12/6/16 | 330 | CDJ | V.L. EMPLOYMENT SECURITY AGENC |  | 24,930,39 |  |
| 10600 | Cash - Bank Claims 9091 | 12/6/16 | 333 | CD. $\downarrow$ | LEWIS CONSULTING LLC |  | 5,000,00 |  |
| 10600 | Cash - Bank Claims 9091 | 12/6/16 | 334 | CDJ | BECKSTEDT \& ASSOCIATES |  | 1,192.50 |  |
| 10600 | Cash - Bank Claims 9091 |  |  |  | Change | 48;906.78 | 1,243,180.76 | -1,194,273.98 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 454,162.15 |
| 10700 | Cash - Bank Liquid 9075 | 111/16 |  |  | Beginning Balance |  |  | 125,605.24 |
| 10700 | Cash - Bank Liquid 9075 | 1/31/16 | JE31 | GEN.J | BANCO 9075 SVC FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 2/29/16 | JE29 | GENJ | BANCO 9075 SVC FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 3/31/16 | JE31 | GENJ | BANCO 9075 SVC CHARGE |  | 20,00 |  |
| 10700 | Cash - Bank Liquid 9075 | 4/30/16 | JE30 | GENJ | BANCO 9075 SVC CHARGE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 5/31/16 | JE31 | GENJ | SVC CHARGES |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 6/30/16 | JE30 | GENJ | SVC CHARGES |  | 20:00 |  |
| 10700 | Cash - Bank Liquid 9075 | 7/31/16 | JE31 | GENJ | BANCO 9075 SVC FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 8/31/16 | JE31 | GENJ | STD MONTHLY BK FEE |  | 20.00 |  |
| 10700 | Cash-Bank Liquid 9075 | 9/30/16 | JE30 | GENJ | STD MONTHLY BANK FEE |  | 20.00 |  |
| 10700 | Cash - Bank Llquid 9075 | 10/31/16 | JE30 | GENJ | SVC CHARGES |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 11/30/16 | JE30 | GENJ | BANCO SVC CHG |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 | 12/31/16 | JE31 | GENJ | BANCO FEE |  | 20.00 |  |
| 10700 | Cash - Bank Liquid 9075 |  |  |  | Change |  | 240.00 | -240.00 |


| Account ID | Account Descriptiant | Date | Reference | Jml | Trans Description | Debit Amt | Credit Amt | Ealance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 125,365.24 |
| 11000 | Accounts Receivable - Trade | 4/1/16 |  |  | Beginning Balance |  |  |  |
| 11000 | Accounts Receivable - Trade | 4/22/16 | 8602 B BOCM | SJ | LUTHERAN SOCIAL SERVICES OF TH |  | 1.246 .21 |  |
| 11000 | Accounts Receivable - Trade | 4/22/16 | JE22 | GENJ | LUTHERAN FAM RECOVERY REVERSE | 1,246.21 |  |  |
| 11000 | Accounts Receivable - Trade |  |  |  | Change | 1,246.21 | 1,246,21 |  |
| 13000 | POS In-Store Charges | 4/1/16 |  |  | Beginning Balance |  |  |  |
| 13000 | POS In-Store Charges | 4/22/16 | B 602 B 80CM | SJ | LUTHERAN SOCIAL SERVICES OF TH-1 | 1,246,21 |  |  |
| 13000 | POS In-Store Charges | 4/22/16 | JE22 | GENJ | LUTHERAN FAM SVCS REC'D BY UNITE |  | 1,246.21 |  |
| 13000 | POS In -Store Charges |  |  |  | Change | 1,246.21 | 1,246.21 |  |
| 13100 | Prepaid Insurance | 1/1/16 |  |  | Beginning Balance |  |  | 38,656.92 |
| 13100 | Prepaid Insurance | 1/28/16 | JE2B | GENJ | INTER OCEAN 2015 REFUND |  | 4.865.21 |  |
| 13100 | Prepaid Insurance | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND |  | 19,218.81 |  |
| 13100 | Prepaid Insurance | 1/28/16 | JE28 | GENJ | INTER OCEAN 2015 REFUND |  | 14,572,50 |  |
| 13100 | Prepaid Insurance | 1/28/16 | JE28 | GEN.J | EXPENSE NOMINAL PREPAID INSUR RE |  | 0.40 |  |
| 13100 | Prepaid Insurance |  |  |  | Change |  | 38,656.92 | $-38,656.92$ |
| 14600 | Due from (to) Hamed | 1/1/16 |  |  | Beginning Balance |  |  | $524.67$ |
| 14600 | Due from (to) Hamed | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC - CHG FOR VERA CRUZ \$ F |  | 99.14 |  |
| 14600 | Due from (to) Hamed | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC - CHG FOR VERA CRUZ \$ F |  | 221.95 |  |
| 14600 | Due from (to) Hamed | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC - CHG FOR VERA CRUZ \$ F |  | 203.58 |  |
| 14600 | Due from (to) Hamed |  |  |  | Change |  | $524.67$ | $-524.67$ |
| 15100 | Marketable Securitles - BPPR | 1/1/16 |  |  | Beginning Balance |  |  | 8,091,374.55 |
| 15100 | Marketable Securities - BPPR | 1/31/16 | SJE03 | GEN.J | POST BPPR NET MONTHLY ACTIVITY |  | 64,020.12 |  |
| 15100 | Marketable Securities - BPPR | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHL. Y ACTIVITY | 64,020,12 |  |  |
| 15100 | Marketable Securities - BPPR | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 47,194.14 |  |
| 15100 | Marketable Securities - BPPR | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 47,194,14 |  |  |
| 15100 | Marketable Securities - BPPR | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | $126,945.30$ |  |  |
| 15100 | Marketable Securities - BPPR | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 126,945.30 |  |
| 15100 | Marketable Securities - BPPR | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 169,714,44 |  |  |
| 15100 | Marketable Securities - BPPR | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 169.714.44 |  |
| 15100 | Marketable Securities - BPPR | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 181,350.90 |  |  |
| 15100 | Marketable Securities - BPPR | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 181,350,90 |  |
| 15100 | Marketable Securities - BPPR | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 251,662.21 |  |  |
| 15100 | Marketable Securities - BPPR | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 251,662.21 |  |
| 15100 | Marketable Securities - BPPR | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | $360,620.80$ |  |  |
| 15100 | Marketable Securities - BPPR | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 380,620.80 |  |
| 15100 | Marketable Securities - BPPR | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 377,294.04 |  |  |
| 15100 | Marketable Securities - BPPR | 9/1/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | $377,294.04$ |  |
| 15100 | Marketable Securities - BPPR | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 377,087.52 |  |  |
| 15100 | Marketable Securities - BPPR | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 377087.52 |  |
| 15100 | Marketable Securities - BPPR | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 271,896.56 |  |  |
| 15100 | Marketable Securities - BPPR | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY |  | 271,896.56 |  |
| 15100 | Marketable Securities - BPPR | 11/30/16 | XJE103 | GENJ | POST EPPR NET MONTHL Y ACTIVITY | 200,497.35 |  |  |
| 15100 | Marketable Securities - BPPR | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY |  | 200,497.35 |  |
| 15100 | Marketable Securities - BPPR | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 278,027.12 |  |  |
| 15100 | Marketable Securities - BPPR |  |  |  | Change | 2,706,310.50 | 2,428,283.38 | 278,027.12 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $8,369,401,67$ |
| 15150 | Unrealized (Gain) Loss - BPPR | 1/1/16 |  |  | Beginning Balance |  |  | $72,824.35$ |
| 15150 | Unrealized (Gain) Loss - BPPR | 1/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 65,944.13 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 65,944,13 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 2/29/16 | SJE03 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 59,688.62 |  |  |
| 15150 | Unreallzed (Gain) Loss - 8PPR | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 59,688.62 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 89,362,61 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 4/1/16 | SJEO3 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 89,362.61 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 144,441.89 |  |
| 15150 | Unreallzed (Gain) Loss - BPPR | 5/1/16 | SJE03 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 144,441.89 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 145,155.98 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 145,155.98 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 173,203.09 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 173,203.09 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 286,099.49 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 286,099.49 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 277,744,04 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 277,744.04 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 261,357.04 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 261,357,04 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 164,874.05 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 164,874.05 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 95,798.09 |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 12/1/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 95,798.09 |  |  |
| 15150 | Unrealized (Gain) Loss - BPPR | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 130,415.13 |  |
| 15150 | Unrealized (Gain) Loss - BPPR |  |  |  | Change | 1,763,669.03 | 1.894,084.16 | -130,415,13 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -57,590.78 |
| 20000 | Accounts Payable - Trade | 1/1/16 |  |  | Beginning Balance |  |  | -4,260,00 |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1932 | PJ | EECKSTEDT \& ASSOCIATES |  | 135.00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1934 | PJ | BECKSTEDT \& ASSOCIATES |  | 112.50 |  |
| 20000 | Accounts Payable - Trade. | 1/1/16 | 1935 | PJ | BECKSTEDT \& ASSOCIATES |  | 22.50 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1936 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,745.00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1937 | PJ | BECKSTEDT \& ASSOCIATES |  | 82.00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1763 | PJ | BECKSTEDT \& ASSOCIATES |  | 400.00 |  |


| Account ID | Account Description | Date | Reference | Jmi | Trans Description | Debit Amt | Credit Ami | Baiante |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1762 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,095.00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1761 | PJ | BECKSTEDT \& ASSOCIATES |  | 2,890,00 |  |
| 20000 | Accounts Payable - Trade | 1/1/16 | 1758 | PJ | BECKSTEDT \& ASSOCIATES |  | 10,855,00 |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 288 | CDJ | BECKSTEDT \& ASSOCIATES = Invoice: 18 | 950.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 289 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 \% | 1,372.50 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/16 | 290 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1! | 540.00 |  |  |
| 20000 | Accounts Payable - Trade | 1/25/46 | 287 | CDJ | AMERICAN MEDIATION INSTITUTE - Inve | 1,397.50 |  |  |
| 20000 | Accounts Payable - Trade | 2/4/16 | 1956 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,552.50 |  |
| 20000 | Accounts Payable - Trade | 2/4/16 | 1957 | PJ | BECKSTEDT \& ASSOCIATES |  | 2,518.50 |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-01 | PJ | KAC357 LLC | 524.67 |  |  |
| 20000 | Accounts Payable - Trade | 2/29/16 | 16-0229-02 | P $\rfloor$ | KAC357 LLC |  | 3,640,00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 1976 | PJ | BECKSTEDT \& ASSOCIATES |  | 11,175.00 |  |
| 20000 | Accounis Payable - Trade | 3/1/16 | 1977 | PJ | BECKSTEDT \& ASSOCIATES |  | 6,228.00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 167848 | PJ | DUDLEY TOPPER AND FEUERZEIG LL |  | 3,280,00 |  |
| 20000 | Accounts Payable - Trade | 3/1/16 | 168038 | PJ | DUDLEY TOPPER AND FEUERZEIG LL |  | 6,400.00 |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: if | 112.50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 22.50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - invoice: 1 ! | 1,745.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 82.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 135.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 : | 400,00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 2,518,50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: if | 1,552.50 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ; | 2,890,00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1; | 10,855.00 |  |  |
| 20000 | Accounts Payable - Trade | 3/11/16 | 298 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 : | 1,095.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 303 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 1 ! | 11,175.00 |  |  |
| 20000 | Accourts Payable - Trade | 4/1/16 | 303 | CDJ | BECKSTEDT \& ASSOCIATES - invaice: $1!$ | 6,228.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 304 | CDJ | KAC357 LLC - invoice: 16-0229-02 | 3,640,00 |  |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 304 | CDJ | KAC357 LLC - Invoice: 16-0229-01 |  | 524.67 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 2010 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,215.00 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 2008 | PJ | BECKSTEDT \& ASSOCIATES |  | 900,00 |  |
| 20000 | Accounts Payable - Trade | 4/1/16 | 2006 | PJ | BECKSTEDT \& ASSOCIATES |  | 275.00 |  |
| 20000 | Accounts Payable - Trade | 4/2/16 | 305 | CDJ | DUDLEY TOPPER AND FEUERZEIG LL- | 3,280.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/2/16 | 305 | CDJ | DUDLEY TOPPER AND FEUERZEIG LL - | 6,400.00 |  |  |
| 20000 | Accounts Payable - Trade | 4/22/16 | 2046 | PJ | BECKSTEDT \& ASSOCIATES |  | 3,300.00 |  |
| 20000 | Accounts Payable - Trade | 4/22/16 | 2048 | PJ | BECKSTEDT \& ASSOCIATES |  | 330.00 |  |
| 20000 | Accounts Payable - Trade | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 275.00 |  |  |
| 20000 | Accounts Payable - Trade | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 1,215,00 |  |  |
| 20000 | Accounts Payable - Trade | 5/11/16 | 307 | CDJ | BECKSTEDT \& ASSOCIATES - invoice: 21 | 900.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/1/16 | 16-0601 | $\mathrm{P} \downarrow$ | TOPA PROPERTIES |  | 765.61 |  |
| 20000 | Accounts Payable - Trade | 6/1/16 | 16-0701 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 6/4/16 | 2093 | PJ | BECKSTEDT \& ASSOCIATES |  | 925.00 |  |
| 20000 | Accounts Payable - Trade | 8/4/16 | 2095 | PJ | BECKSTEDT \& ASSOCIATES |  | 315.50 |  |
| 20000 | Accounts Payable - Trade | 6/8/16 | 5 | PJ | EDGAR D. ROSS |  | 36,200.00 |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 308 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 3,300,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 308 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: $2 i$ | 330.00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 309 | CDJ | EDGAR D. ROSS - Invoice: 5 | 36,200,00 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 310 | CDJ | TOPA PROPERTIES - Invoice: 16-0601 | 765.61 |  |  |
| 20000 | Accounts Payable - Trade | 6/10/16 | 311 | CDJ | TOPA PROPERTIES - Invoice: 16-0701 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 7/8/16 | 2127 | PJ | BECKSTEDT \& ASSOCIATES |  | 8,496,30 |  |
| 20000 | Accounts Payable - Trade | 7/8/16 | 2129 | PJ | BECKSTEDT \& ASSOCIATES |  | 395.00 |  |
| 20000 | Accounts Payable - Trade | 7/8/16 | 2130 | PJJ | BECKSTEDT \& ASSOCIATES |  | 100.00 |  |
| 20000 | Accounts Payable - Trade | 7/30/16 | 2159 | PJ | 日ECKSTEDT \& ASSOCIATES |  | 75.00 |  |
| 20000 | Accounts Payable - Trade | 7/30/16 | 2160 | PJ | BECKSTEDT \& ASSOCIATES |  | 2,352.50 |  |
| 20000 | Accounts Payable - Trade | 8/1/16 | 16-0801-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 8/9/76 | 316 | CDJ | TOPA PROPERTIES - Invoice: 16-0801-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 317 | CDJ | TOPA PROPERTIES - Invoice: 16-0901-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: $2 \cdot$ | 100,00 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | 395.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - invoice: 2 - | 8,486,30 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 925.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 21 | 315.50 |  |  |
| 20000 | Accounts Payable - Trade | 8/17/16 | 16-0847-01 | PJ | SOURCE ACCOUNTING |  | 1,550.00 |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | 2,352.50 |  |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: 2 | 75.00 |  |  |
| 20000 | Accounts Payable - Trade | 8/30/16 | 325 | CDJ | SOURCE ACCOUNTING - Invoice: 16-081 | 1,550,00 |  |  |
| 20000 | Accounts Payable - Trade | 9/1/16 | 16-0901-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 9/8/16 | 2193 | P」 | BECKSTEDT \& ASSOCIATES |  | 495.00 |  |
| 20000 | Accounts Payable - Trade | 10/1/16 | 16-1001-01 | PJ ${ }^{\text {d }}$ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 327 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: $2 \cdot$ | 495,00 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invaice: 16-1001-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice; 16-1201-01 | 741,40 |  |  |
| 20000 | Accounts Payable - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16-1101-01 | 741.40 |  |  |
| 20000 | Accounts Payable - Trade | 10/27/16 | 16-1027-01 | PJ | V.I. EMPLOYMENT SECURITY AGENC |  | 1,273.38 |  |
| 20000 | Accounts Payable - Trade | 10/31/16 | 2016-01 | PJ | LEWIS CONSULTING LLC |  | 3,800 00 |  |
| 20000 | Accounts Payable - Trade | 11/1/16 | 16-1101-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | Accounts Payable - Trade | 11/3/16 | 329 | CDJ | V.I. EMPLOYMENT SECURITY AGENC - I | 1,273.38 |  |  |
| 20000 | Accounts Payable - Trade | 11/3/16 | 2258 | PJJ | BECKSTEDT \& ASSOCIATES |  | 1,192.50 |  |


| Account iD | Account Description | Date | Reference | Jmi | Trans Description | Debil Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | 11/23/16 | 331 | CDJ | LEWIS CONSULTING LLC - Invaice: 2016 | 3,800.00 |  |  |
| 20000 | Accounts Payable - Trade | 11/30116 | 2016-02 | PJ | LEWIS CONSULTING LLC |  | 5,000.00 |  |
| 20000 | Accounts Payable - Trade | 11/30/16 | 16-1130 | PJ | V.I. EMPLOYMENT SECURITY AGENC |  | 24,930.39 |  |
| 20000 | Accounts Payable - Trade | 12/1/16 | 16-1201-01 | PJ | TOPA PROPERTIES |  | 741,40 |  |
| 20000 | Accounts Payable - Trade | 12/4/16 | 2276 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,437.50 |  |
| 20000 | Accounts Payable - Trade | 12/6/16 | 330 | CDJ | V.I. EMPL OYMENT SECURITY AGENC - I | 24,930.39 |  |  |
| 20000 | Accounts Payable - Trade | 12/6/16 | 333 | CDJ | LEWIS CONSULTING LLC - Invoice: 2016 | 5,000,00 |  |  |
| 20000 | Accounts Payable - Trade | 12/6/16 | 334 | CDJ | BECKSTEDT \& ASSOCIATES - Invoice: $2:$ | 1,192.50 |  |  |
| 20000 | Accounts Payable - Trade |  |  |  | Change | 155,250.25 | $152,427.75$ |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-1,437.50$ |
| 23000 | Accrued Expenses | 1/1/16 |  |  | Beginning Balance |  |  | -53,300.00 |
| 23000 | Accrued Expenses | 1/5/16 | 283 | GENJ | EDGAR ROSS (INV \# 4 MASTER FEES) | 43,300,00 |  |  |
| 23000 | Accrued Expenses |  |  |  | Change | 43,300.00 |  |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-10,000.00$ |
| 28600 | Pship Claims Reserve Clearing | 1/1/16 |  |  | Beginning Balanca |  |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 285 | GENJ | CRMVI LLC INV 4783 PD BY CRA FOR S | 5,088.97 |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 286 | GENJ | CRMVI LLC INV 4984 PD BY CRA FOR S ${ }^{-}$ | 5,812.54 |  |  |
| 28600 | Pship Claims Reserve Clearing | 1/25/16 | 291 | GENJ | UNITED CORP 12/31/15 AP BAL PD BY C | 65,294.61 |  |  |
| 28600 | Pship Claims Reserve Clearing | 2/8/16 | CRA293 | GENJ | US CUSTOMS (STT PENALTY RE SHPT I | 2,250.00 |  |  |
| 28600 | Pship Claims Reserve Clearing | 2/29/16 | 16-0229-02 | PJ | KAC357 LLC - PSHIP GIFT CERTS REDE | 3,640.00 |  |  |
| 28600 | Pshlp Claims Reserve Clearing | 3/9/16 | 297 | GENJ | UNITED CORP $2 / 29 / 16$ AP BAL PD BY CF | 66,559.67 |  |  |
| 28800 | Pship Claims Reserve Clearing | 3/11/16 | 299 | GENJ | WE ARE WINE LLC PMT BY CRA FOR S 1 | 2,704.79 |  |  |
| 28600 | Pship Claims Reserve Clearing | 4/1/16 | 302 | GENJ | UNITED CORP BAL DUE 3/31 AP AGING | 41,320.75 |  |  |
| 28600 | Pship Claims Reserve Clearing | 4/22/16 | JE22 | GENJ | LUTHERAN FAM SVCS REC'D BY UNITE | 1,246.21 |  |  |
| 28600 | Pship Claims Reserve Clearing | 6/10/16 | 312 | CDJ | UNITED CORPORATION - UNITED EAST | 65,653.79 |  |  |
| 28600 | Pship Claims Reserve Clearing | 8/9/16 | 319 | CDJ | UNITED CORPORATION - JONES V UNIT | 50,000.00 |  |  |
| 28600 | Pship Claims Reserve Clearing | 8/12/16 | 321 | CD. 1 | UNITED CORPORATION - JUNE \& JULY | 71,280.75 |  |  |
| 28600 | Pship Claims Reserve Clearing | $8 / 30 / 16$ | 322 | CDS | UNITED CORPORATION | 40.00 |  |  |
| 28600 | Pship Claims Reserve Clearing | $10 / 7 / 16$ | 326 | CDJ | UNITED CORPORATION - PAID 9/30/16 A | 60,904.49 |  |  |
| 28800 | Pship Claims Reserve Clearing | 11/23/16 | 332 | CDJ | UNITED CORPORATION - AP BALANCE, | 27,124.12 |  |  |
| 28600 | Pship Claims Reserve Clearing |  |  |  | Change | 468,920,69 |  | 468,920.69 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 468,920.69 |
| 30000 | Common Stock | 1/1/16 |  |  | Beginning Balance |  |  | -200,000.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -200,000.00 |
| 31000 | Additional Paid-In Capital | 1/1/16 |  |  | Beginning Balance |  |  | -12,454,539,26 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -12,454,539.26 |
| 32000 | Less Cost of Treasury Stock | 1/1/16 |  |  | Beginning Balance |  |  | 400,000.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 400,000.00 |
| 33000 | Dividend Distributions | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 33000 | Dividend Distributions | 4/1/16 | 300 | GENJ | YUSUF-2015 PTR TAX DISTR | $282,286.73$ |  |  |
| 33000 | Dividend Distributions | 4/1/16 | 301 | GENJ | HAMED - 2015 PTR TAX DISTR | 282,266.73 |  |  |
| 33000 | Dividend Distributions | 4/22/16 | JE22 | GENJ | LUTHERAN FAM RECOVERY REVERSE |  | 1,246.21 |  |
| 33000 | Dividend Distributions |  |  |  | Change | 564,533.46 | 1,246.21 | 563,287,25 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 563,287.25 |
| 39000 | Retained Eamings | $1 / 1 / 16$ |  |  | Beginning Balance |  |  | 2,339,523.52 |
|  |  | $12 / 31 / 16$ |  |  | Ending Balance |  |  | 2,339,523.52 |
| 60000 | Accounting Fees | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 60000 | Accounting Fees | 8/17/16 | 16-0817-01 | PJ | SOURCE ACCOUNTING - 2015 PLAZA P' | 1,550.00 |  |  |
| 60000 | Accounting Fees |  |  |  | Change | 1,550,00 |  |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $1,550,00$ |
| 60800 | Bank Charges | 1/1/16 |  |  | Beginning Ealance |  |  |  |
| 60800 | Bank Charges | 1/31/16 | JE31 | GENJ | BANCO 9075 SVC FEE | 20.00 |  |  |
| 60800 | Bank Charges | 2/29/16 | JE29 | GENJ | BANCO 9075 SVC FEE | 20.00 |  |  |
| 60800 | Bank Charges | 3/31/16 | JE31 | GENJ | BANCO 9075 SVC CHARGE | 20.00 |  |  |
| 60800 | Bank Charges | 4/30/16 | JE30 | GENJ | BANCO 9075 SVC CHARGE | 20.00 |  |  |
| 60800 | Bank Charges | 5/31/16 | JE31 | GENJ | SVC CHARGES | 20.00 |  |  |
| 60800 | Bank Charges | 6/30/16 | JE30 | GENJ | SVC CHARGES | 20.00 |  |  |
| 60800 | Bank Charges | 7/31/16 | JE31 | GENJ | BANCO 9075 SVC FEE | 20.00 |  |  |
| 60800 | Bank Charges | 8/31/16 | JE31 | GENJ | STD MONTHLY BK FEE | 20.00 |  |  |
| 60800 | Bank Charges | 9/30/16 | JE30 | GENJ | STD MONTHLY BANK FEE | 20.00 |  |  |
| 60800 | Bank Charges | 10/31/16 | JE30 | GENJ | SVC CHARGES | 20.00 |  |  |
| 60800 | Bank Charges | 11/30/16 | JE30 | GENJ | BANCO SVC CHG | 20.00 |  |  |
| 60800 | Bank Charges | 12/31/16 | JE31 | GENJ | BANCO FEE | 20.00 |  |  |
| 60800 | Bank Charges |  |  |  | Change | 240.00 |  | 240.00 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 240.00 |
| 61300 | Contract Labor Expense | 1/4/16 |  |  | Beginning Balance |  |  |  |
| 61300 | Contract Labor Expense | 6/8/16 | 5 | PJ | EDGAR D. ROSS - JAN 5 - JUN 6, 2016 | 36,200.00 |  |  |
| 61300 | Contract Labor Expense | 10/31/16 | 2016-01 | PJ | LEWIS CONSULTING LLC - NEGOTIATE | 3,800.00 |  |  |
| 61300 | Contract Labor Expense | 11/30/16 | 2016-02 | Pd | LEWIS CONSULTING LLC - VIESA CONS | 5,000.00 |  |  |
| 61300 | Contract Labor Expense |  |  |  | Change | 45,000.00 |  |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $45,000,00$ |
| 63000 | Insurance-Emp Heaith | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63000 | Insurance - Emp Health | 8/30/16 | 323 | CDJ | LINDA ESPRIT - SETTLE MASA DEDUCT | 397.61 |  |  |
| 63000 | Insurance - Emp Heath |  |  |  | Change | 397.61 |  | $397.61$ |
|  |  | 12/31/16 |  |  | Ending Ealance |  |  | $397.61$ |
| 63200 | Insurance - Gen Liability | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 63200 | Insurance - Gen Llability | 1/28/16 | JE28 | GENJ | EXPENSE NOMINAL PREPAID INSUR RE | 0.40 |  |  |
| 63200 | Insurance-Gen Liability |  |  |  | Change | 0.40 |  | 0.40 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 0.40 |
|  |  |  |  |  | WEST |  |  | 8 of |



| Account ID | Account Description | Date | Roferance | Jmil | Trans Description | Debit Amt | Cradit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 80150 | Interest Income - Nontaxable | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 65,218.75 |  |  |
| 80150 | Interest Income - Nontaxable | 6/30/16 | SJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 88,968.75 |  |
| 80150 | Interest income - Nontaxable | 7/1/16 | S.JE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 88,968.75 |  |  |
| 80150 | Interest Income - Nontaxable | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 103,343.75 |  |
| 80150 | Interest Income - Nontaxable | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 103,343.75 |  |  |
| 80150 | Interest Income - Nontaxable | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 122,687.50 |  |
| 80150 | Interest Income - Nontaxable | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 122,687.50 |  |  |
| 80150 | Interest income - Nontaxable | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 130,562.50 |  |
| 80150 | Interest income - Nontaxable | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 130,562,50 |  |  |
| 80150 | Interest Income - Nontaxable | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 140,968.06 |  |
| 80150 | Interest income - Nontaxable | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 140,968, 06 |  |  |
| 80150 | Interest Income - Nonlaxable | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 153,280.56 |  |
| 80150 | Interest Income - Nontaxable | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 153,280.56 |  |  |
| 80150 | Interest Income - Nontaxable | 12/31/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 178,159.03 |  |
| 80150 | Interest Income - Nontaxable |  |  |  | Change | 953,592.37 | 1,131,751.40 |  |
|  |  | 12/31/16 |  |  | Ending Balance | 963,592.37 | , | $-178,159,03$ |
| 80200 | Dividend Income | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80200 | Dividend Income | 1/31/16 | S.JE03 | GEN $J$ | POST EPPR NET MONTHLY ACTIVITY |  | 1,15 |  |
| 80200 | Dividend income | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 1.15 |  |  |
| 80200 | Dividend Income | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 2.31 |  |
| 80200 | Dividend Income | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 2.31 |  |  |
| 80200 | Dividend Income | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 18.399.44 |  |
| 80200 | Dividend Income | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 18,399.44 |  |  |
| 80200 | Dividend Income | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 18,400.86 |  |
| 80200 | Dividend Income | 5/1/16 | SJE03 | GENJ. | POST BPPR NET MONTHLY ACTIVITY | 18,400.86 |  |  |
| 80200 | Dividend Income | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 18,402,37 |  |
| 80200 | Dividend Income | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 18,402.37 |  |  |
| 80200 | Dividend Income | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 42,096.21 |  |
| 80200 | Dividend Income | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 42,096.21 |  |  |
| 80200 | Dividend Income | 7/31/16 | XJE103 | GEN.J | POST BPPR NET MONTHLY ACTIVITY |  | 42,097.99 |  |
| 80200 | Dividend Income | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 42,097.99 |  |  |
| 80200 | Dividend Income | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 42,100,90 |  |
| 80200 | Dividend Income | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 42,100.90 |  |  |
| 80200 | Dividend Income | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 55,973.10 |  |
| 80200 | Dividend Income | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,973,10 |  |  |
| 80200 | Dividend Income | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 55,974.25 |  |
| 80200 | Dividend Income | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,974.25 |  |  |
| 80200 | Dividend Income | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHL. Y ACTIVITY |  | 55,975.77 |  |
| 80200 | Dividend Income | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,975.77 |  |  |
| 80200 | Dividend Income | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | $82,308.09$ |  |
| 80200 | Dividend Income |  |  |  | Change | 349,424.35 | $431,732.44$ | -82,308.09 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -82,308.09 |
| 80800 | Broker \& Account Mgt Fees | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 80800 | Broker \& Account Mgt Fees | 1/31/16 | SJE03 | GENJ | POST BPPR NET MONTHL Y ACTIVITY | 12,774.99 |  |  |
| 80800 | Broker \& Account Mgt Fees | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,774.99 |  |
| 80800 | Broker \& Account Mgt Fees | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHL Y ACTIVITY | 12,774.99 |  |  |
| 80800 | Broker \& Account Mgt Fees | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,774.99 |  |
| 80800 | Broker \& Account Mgt Fees | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 12,774.99 |  |  |
| 80800 | Broker \& Account Mgt Fees | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,774.99 |  |
| 80800 | Braker \& Account Mgt Fees | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 25,734,04 |  |  |
| 80800 | Broker \& Account Mgt Fees | 5/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 25,734.04 |  |
| 80800 | Broker \& Account Mgt Fees | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 25,734.04 |  |  |
| 80800 | Broker \& Account Mgt Fees | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 25,734,04 |  |
| 80800 | Broker \& Account Mgt Fees | 6/30/16 | SJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 25,734,04 |  |  |
| 80800 | Broker \& Account Mgt Fees | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY |  | 25,734.04 |  |
| 80800 | Broker \& Account Mgt Fees | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 39,031,37 |  |  |
| 80800 | Broker \& Account Mgt Fees | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 39,031.37 |  |
| 80800 | Broker \& Account Mgt Fees | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY | 39,031.37 |  |  |
| 80800 | Broker \& Account Mgt Fees | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 39,031,37 |  |
| 80800 | Broker \& Account Mgt Fees | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 39,031,37 |  |  |
| 80800 | Broker \& Account Mgt Fees | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 39,031,37 |  |
| 80800 | Broker \& Account Mgt Fees | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHL Y ACTIVITY | 52,571,43 |  |  |
| 80800 | Broker \& Account Mgt Fees | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 52,571,43 |  |
| 80800 | Broker \& Account Mgt Fees | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 52,571.43 |  |  |
| 80800 | Broker \& Account Mgt Fees | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 52,571,43 |  |
| 80800 | Broker \& Account Mgt Fees | 12/31/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY | $52,571,43$ |  |  |
| 80800 | Broker \& Account Mgt Fees |  |  |  | Change | 390,335.49 | 337,764.06 |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $52,571,43$ |
| 81100 | Proceeds from Securties Sold | 1/1/46 |  |  | Beginning Balance |  |  |  |
| 81100 | Proceeds from Securties Sold | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securties Sold | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds Irom Securties Sold | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securliies Sold | 5/1/16 | SJE03 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds from Securties Sold | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securties Sold | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds from Securties Sold | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088,50 |  |
| 81100 | Proceeds from Securties Sold | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY Y ACTIVITY | 248,088.50 |  |  |
| 81100 | Proceeds from Securties Sold | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 248,088.50 |  |
| 81100 | Proceeds from Securties Sold | 8/1/16 | XJJE103 | GENS | POST BPPR NET MONTHLY ACTIVITY | 248,088.50 |  |  |


| Account ID | Account Description | Date | Referance | Jinl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 81100 | Proceeds from Securties Sold | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY Y ACTIVITY |  | 497,483,00 |  |
| B1100 | Proceeds from Securties Sold | 9/1/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 497,483.00 |  |  |
| 81100 | Proceeds from Securties Sold | 9/30/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 497,483.00 |  |
| 81100 | Proceeds from Securties Sold | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 497,483.00 |  |  |
| 81100 | Proceeds from Securties Sold | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 497,483.00 |  |
| 81100 | Proceeds from Securtiles Sold | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 497,483.00 |  |  |
| 81100 | Proceeds from Securties Sold | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 675,818,00 |  |
| 81100 | Proceeds from Securties Sold | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 675,818.00 |  |  |
| 81100 | Proceeds from Securties Sold | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 817,845,72 |  |
| 81100 | Proceeds from Securties Sold |  |  |  | Change | 3,408,709.50 | 4,226,555.22 |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-817,845.72$ |
| 81200 | Cost of Securities Sold | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 81200 | Cost of Securities Sold | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 243,377,86 |  |  |
| 81200 | Cost of Securities Sold | 4/1/16 | S.JE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 243,377.86 |  |
| 81200 | Cost of Securities Sold | 4/30/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 243,377.86 |  |  |
| 81200 | Cost of Securities Sold | 5/1/16 | S.JE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 243,377.86 |  |
| 81200 | Cost of Securities Sold | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 243,377,86 |  |  |
| 81200 | Cost of Securities Sold | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 243,377.86 |  |
| 81200 | Cost of Securities Sold | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITV | 243,377.86 |  |  |
| 81200 | Cost of Securities Sold | 7/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 243,377,86 |  |
| 81200 | Cost of Securities Sold | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 243,377,86 |  |  |
| 81200 | Cost of Securities Sold | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 243,377.86 |  |
| B1200 | Cost of Securities Sold | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 479,020.37 |  |  |
| 81200 | Cost of Securities Sold | 9/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 479,020.37 |  |
| 81200 | Cost of Securities Sold | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 479,020,37 |  |  |
| 81200 | Cost of Securities Sold | 10/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 479,020.37 |  |
| 81200 | Cost of Secarities Sold | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 479,020.37 |  |  |
| 81200 | Cost of Securities Sold | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 479,020.37 |  |
| 81200 | Cost of Securities Sold | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 666,530,68 |  |  |
| B1200 | Cost of Securities Sold | 1211/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 666,530.68 |  |
| B1200 | Cost of Securities Sold | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHL. A ACTIVITY $^{\text {S }}$ | 824,167,34 |  |  |
| B1200 | Cost of Securities Sold |  |  |  | Change | 4,144,648.43 | 3,320,481.09 | $824,167.34$ |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $824,167,34$ |
| 81300 | Basis Adj's Securities Soid | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 81300 | Basis Adj's Securities Sold | 1/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 5,302.15 |  |  |
| 81300 | Basis Adj's Securities Sold | 2/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 5,302.15 |  |
| 81300 | Basis Adj's Securities Sold | 2/29/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 10,982.84 |  |  |
| 81300 | Basis Adj's Securities Sold | 3/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 10,982.84 |  |
| 81300 | Basis Adj's Securities Sold | 3/31/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 16,096,15 |  |  |
| 81300 | Basis Adj's Securities Sold | 4/1/16 | SJE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 16,096.15 |  |
| 81300 | Basis Adj's Securities Sold | 4/30/16 | S.JE03 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 21,073,66 |  |  |
| 81300 | Basis Adj's Securities Sold | 5/1/16 | SJE03 | GENJJ | POST BPPR NET MONTHLY ACTIVITY |  | 21,073.66 |  |
| 81300 | Basis Adj's Securities Sold | 5/31/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 26,402.80 |  |  |
| 81300 | Basls Adj's Securities Sold | 6/1/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 26,402,80 |  |
| 81300 | Basis Adj's Securities Sold | 6/30/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 31,582.44 |  |  |
| 81300 | Basis Adj's Securities Sold | 711/16 | SJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 31,582.44 |  |
| 81300 | Basis Adj's Securities Sold | 7/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 36,599,70 |  |  |
| 81300 | Basis Adj's Securities Sold | 8/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 36,599.70 |  |
| 81300 | Basis Adj's Securities Sold | 8/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 44,669.66 |  |  |
| 81300 | Basis Adj's Securities Sold | 9/1/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY |  | 44,669,66 |  |
| 81300 | Basis Adj's Securities Sold | 9/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 50,236.38 |  |  |
| 81300 | Basis Adj's Securities Sold | 10/1/16 | X.JE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 50,236,38 |  |
| 81300 | Basis Adj's Securities Sold | 10/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 55,811.00 |  |  |
| 81300 | Basis Adj's Securities Sold | 11/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | $55,811.00$ |  |
| 81300 | Basis Adj's Securites Sold | 11/30/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY | 61,272.96 |  |  |
| 81300 | Basis Adj's Securities Sold | 12/1/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 61,272,96 |  |
| 81300 | Basis Adj's Securities Sold | 12/31/16 | XJE103 | GENJ | POST EPPR NET MONTHLY ACTIVITY | 66,569.15 |  |  |
| 81300 | Basis Adj's Securities Sold |  |  |  | Change | 426,598.89 | 360,029.74 | 66,569.15 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | 66,569.15 |
| 83100 | ST Cap Gain Distrib's - BPPR | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 83100 | ST Cap Gain Distrib's - BPPR | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 208.97 |  |
| 83100 | ST Cap Gain Distrib's - BPPR |  |  |  | Change |  | 208.97 | -208.87 |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | -208.97 |
| B3200 | LT Cap Gain Distrib's - BPPR | 1/1/16 |  |  | Beginning Balance |  |  |  |
| 83200 | LT Cap Gain Distrib's - BPPR | 12/31/16 | XJE103 | GENJ | POST BPPR NET MONTHLY ACTIVITY |  | 12,398.10 |  |
| 83200 | LT Cap Gain Distrib's - BPPR |  |  |  | Change |  | 12,398.10 |  |
|  |  | 12/31/16 |  |  | Ending Balance |  |  | $-12,398.10$ |


| Plaza Extra Partnership <br> Balance Sheets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| As of |  | 01/31/16 |  | 02/29/16 | 03/31/16 |  | 04/30/16 |  | 05/31/16 |  | 06/30/16 |  | 07/31/16 |  | 08/31/16 |  | 09/30/16 |  | 10/31/16 |  | 11/30/16 |  | 12/31/16 |  |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10300 | Cash in Bank - Operating | (\$ | 15,145.11) (\$ | 15,145 11) |  | 12,440 32) |  | 12,440 32) |  | 12,440.32) |  | 12,440.32) |  | 12,440,32) |  | 12,440 32) |  | 12,44032) |  | 12,440.32) |  | 12,440.32) |  | 000 |
| 10350 | Cash in Bank - Payroll |  | (625.79) | (625 79) |  | (62579) |  | (625.79) |  | (625.79) |  | (625.79) |  | (625,79) |  | (625.79) |  | (625 79) |  | $(625,79)$ |  | (625.79) |  | 0.00 |
| 10600 | Cash - Bank Claims 9091 |  | 1,562,60320 | 1,559,619.87 |  | 1,467,480,75 |  | 831,428.21 |  | 838,489.42 |  | 718,450,97 |  | 718,45097 |  | 581,04051 |  | 581,106.23 |  | 517,48254 |  | 485,285 04 |  | 454,162, 15 |
| 10700 | Cash - Bank Liquid 9075 |  | 125,585 24 | 125,565.24 |  | 125.545 .24 |  | 125,525,24 |  | 125,505.24 |  | 125,485.24 |  | 125,465:24 |  | 125,445.24 |  | 125,425,24 |  | 125,405.24 |  | 125,385 24 |  | 125,365 24 |
| 14600 | Due from (to) Hamed |  | 524.67 | 000 |  | 0.00 |  | 0.00 |  | 000 |  | 0.00 |  | 000 |  | 000 |  | 0.00 |  | 0.00 |  | 0.00 |  |  |
| 15100 | Marketable Securites - BPPR |  | 8,027,354,43 | 8,044,180.41 |  | 8,218,31985 |  | 8,261,088,99 |  | 8,272,725,45 |  | 8,343,036 76 |  | 8,451,995 35 |  | 8,468,668 59 |  | 8,468,462.07 |  | 8,363,271.11 |  | 8,291,871,90 |  | 8,369,401 67 |
| 15150 | Unrealized (Gain) Loss-BPPR |  | 138.76848 | $132,512.97$ |  | (16,538.26) |  | (71,617.54) |  | (72,331,63) |  | (100,37874) |  | (213,275.14) |  | (204,919.69) |  | (188,532.69) |  | (92,04970) |  | (22.973 74) |  | $(57,590.78)$ |
|  | Total Current Assets |  | 9,839,065.12 | 9,846,107.59 |  | 9,781,741,47 |  | 9,133,358.79 |  | $9,151,322,37$ |  | 9,073,528.12 |  | 9,069,570 31 |  | 8,957,168 54 |  | 8,973,394.74 |  | 8,901,043.08 |  | 8,866,502.33 |  | 8,891,33828 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Property and Equipment |  | 000 | 0.00 |  | 000 |  | 0,00 |  | 0,00 |  | 0.00 |  | 0.00 |  | 0.00 |  | 0.00 |  | 0,00 |  | 0.00 |  | 000 |
| Other Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Other Assets |  | 0.00 | 000 |  | 000 |  | 0.00 |  | 0.00 |  | 0.00 |  | 000 |  | 000 |  | 0.00 |  | 0,00 |  | 0.00 |  | 0.00 |
|  | Total Assets | \$ | 9,839,065.12 S | 9,846,107 59 |  | 9,781,74147 | 5 | 9,133,358,79 |  | 9,151,322 37 | \$9, | 9,073,528.12 |  | 9,069,570 31 |  | 8,957,168 54 | \$8 | 8,973,394 74 | S 8 | 8,901,043.08 |  | 8,866,502 33 |  | 8,891,338 28 |
| LIABILITIES AND CAPITAL |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20000 | Accounts Payable - Trade | 5 | 50,16600 \$ | 91,083,00 | S | 71,519.08 |  | 113,157.89 | \$ | 144,062.89 | 5 | 115,369.35 |  | 208,719.15 | \$ | 146,267,97 | 5 | 174,628.49 | S | 143,943,70 | \$ | 138,440,74 |  | 137,114.78 |
| 23000 | Accrued Expenses |  | 30,000.00 | 30,000.00 |  | 30,000.00 |  | 30,000.00 |  | 30,00000 |  | 30,000,00 |  | 30,000,00 |  | 30.000 .00 |  | 30,000.00 |  | 30.000 .00 |  | 30,000.00 |  | 30,000.00 |
|  | Total Current Liabilities |  | 80,16600 | 121,083.00 |  | 101,51908 |  | 143,157.89 |  | 174,062 89 |  | 145,369 35 |  | 238,719 15 |  | 176,267,97 |  | 204,628.49 |  | 173,943.70 |  | 168,440.74 |  | 167,114 78 |
| Long-Term Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Long-Term Liabilities |  | 000 | 0.00 |  | 0.00 |  | 0.00 |  | 0.00 |  | 000 |  | 0.00 |  | 000 |  | 000 |  | 0.00 |  | 0.00 |  | 0.00 |
|  | Total Liabilities |  | 80,16600 | 121,083,00 |  | 101,519,08 |  | 143,157.89 |  | 174,062.89 |  | 145,369.35 |  | 238,719.15 |  | 176,267.97 |  | 204,628.49 |  | 173,943,70 |  | 168,440.74 |  | 167,114 78 |
| Capital |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 33000 | Dividend Distrib's (Pts Draws) |  | 000 | 000 |  | 0,00 |  | $(563,28725)$ |  | (563,28725) |  | $(563,287,25)$ |  | (563,287,25) |  | $(563,287,25)$ |  | (563,287 25) |  | $(563,287.25)$ |  | $(563,287$ 25) |  | $(563,287$ 25) |
| 39000 | Retained Earnings |  | 9,807,484 84 | 9,807,484, 84 |  | 9,807,484.84 |  | 9,807,484,84 |  | 9,807,484,84 |  | 9,807,484,84 |  | 9,807,484.84 |  | 9,807,484.84 |  | 9,807,484,84 |  | 9,807,484.84 |  | 9,807,484.84 |  | 9,807,484.84 |
|  | Net Income |  | (48,585.72) | (82,460.25) |  | (127,262.45) |  | (253, 996.69 ) |  | (266,938.11) |  | (316,038.82) |  | (413,346.43) |  | $(463,297.02)$ |  | 475.43134) |  | (517,098,21) |  | (546,136.00) |  | (519,974.09) |
|  | Total Capita! |  | 9,758,899.12 | 9,725,024,39 |  | 9,680,222,39 |  | 8,990,200 90 |  | 8,977,259.48 |  | 8,928,158.77 |  | 8,830,851.16 |  | 8,780,900,57 |  | 8.768.766.25 |  | 8,727,099.38 |  | $8.698,06159$ |  | 8,724,223,50 |
|  | Total Liabilities \& Capital | \$ | 9,839,065,12 S | 9,846,107 59 | \$ | 9,781,741.47 | \$ | 9,133,358,79 |  | 9,151,322 37 | \$9, | 9,073,528 12 |  | 9,069,570,31 |  | 3,957,168 54 |  | 8,973,394.74 |  | 8,901,043.08 |  | 8,866,502 33 |  | 8,891,338,28 |


| Plaza Extra Partnership Income Staternent - 12 Periods |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Month Ended: |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/15 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 | $\begin{gathered} 2016 \\ \text { YTD Total } \\ \hline \end{gathered}$ |
| Revenues |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 47000 | Revenue - Miscellaneous Sales | s | 000. | 000 | 000 | $(5000)$ | 000 | 000 | 000 | 000 | 000 | 0.00 | 000 | 0.00 (S | $5000)$ |
| 48000 | Revenue - Sales Discounts |  | 0.00 | (3,640.00) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $(40,00)$ | 0.00 | 0.00 | 0.00 | 0.00 | (3,680.00) |
|  | Total Revenues |  | 0.00 | (3,640,00) | 0.00 | ( 50.00 ) | 0.00 | 0.00 | 0.00 | (40.00) | 0.00 | 0.00 | 0.00 | 0.00 | (3,730,00) |
| Cost of Sales |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 50000 | COS-Purchases |  | (410.00) | 0.00 | 000 | 000 | 0.00 | 000 | 0.00 | 0,00 | 0.00 | 0,00 | 0.00 | 0.00 | (410 00) |
| 51000 | COS - Freight Expense |  | 000 | 0.00 | 0.00 | 26000 | 000 | 0.00 | 0.00 | 000 | 000 | 0.60 | 0.00 | 0.00 | 26000 |
| 52200 | COS - US Customs Expense |  | 0.00 | 2,250.00 | 000 | 0.00 | 000 | 0.00 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 2,250.00 |
|  | Total Cost of Sales |  | (410.00) | 2.250 .00 | 000 | 260.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $2,100.00$ |
|  | Gross Profit |  | 410.00 | (5,890.00) | 000 | (310.00) | 000 | 0.00 | 0.00 | (4000) | 000 | 0.60 | 000 | 0.00 | $(5,830,00)$ |
| Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 60000 | Accounting Fees |  | 0.00 | 0.00 | 0.00 | 000 | 000 | 000 | 0.00 | 1,55000 | 000 | 0.00 | 0.00 | 0.00 | 1,550,00 |
| 60800 | Bank Charges |  | 2000 | 20.00 | 20.00 | 20,00 | 2000 | 2000 | 2000 | 2000 | 20,00 | 2000 | 20.00 | 20.00 | 240,00 |
| 61300 | Contract Labor Expense |  | 000 | 000 | 000 | 000 | 000 | 36,20000 | 0.00 | 000 | 0.00 | 3,800,00 | 5,00000 | 0.00 | 45,000.00 |
| 63000 | Insurance - Emp Healtb |  | 0,00 | 000 | 000 | 0.00 | 000 | 000 | 000 | 397.61 | 000 | 0,00 | 000 | 000 | 39761 |
| 63200 | Insurance - Gen Liability |  | 0.40 | 000 | 0.00 | 000 | 000 | 000 | 50,000 00 | 000 | 0.00 | 000 | 0.00 | 0.00 | 50,000 40 |
| 63600 | Insurance - Workers' Comp |  | 000 | 317.99 | 0.00 | 000 | 000 | 000 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 31799 |
| 64500 | Legal Fees Expense |  | 17,337,00 | 4,071,00 | 27,083,00 | 6,020,00 | 000 | 1,240,50 | 11,41880 | 000 | 49500 | 0.00 | 1,19250 | 1,43750 | 70,295 30 |
| 66400 | Rent Expense - Other |  | 73333 | 73333 | 1,466.66 | 000 | 73333 | 1,507 01 | 0.00 | 741.40 | 741.40 | 74140 | 74140 | 741.40 | 8.880 .66 |
| 67400 | Taxes - Empr FUTA Expense |  | 0,00 | 982,68 | 0,00 | 74,779 10 | $(9,935.49)$ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 000 | 65,82629 |
| 67500 | Taxes - Empr VI Unemp |  | 0.00 | 0.00 | 0.00 | 000 | 000 | 12,54765 | 000 | 38,449 90 | 0.00 | 1.27338 | (13,519 51) | 0.00 | 38,751.42 |
| 68200 | Travel \& Hotels Expense |  | 0.00 | 0.00 | 3,000.00 | 1.000 .00 | 1,00000 | 1,000 00 | 1,000.00 | 50000 | 500.00 | 500.60 | 0,00 | 0.00 | 8,500,00 |
| 69000 | Wages - Officer Salaries |  | 24,055,00 | 23,698,00 | 29,603 75 | 23,683 00 | 23,683.00 | 28.084 .75 | 22,319 00 | 27,898,75 | 22,319,00 | 22,319.60 | 27,898.75 | 22,319.00 | 297,881,00 |
| 69200 | Wages - Managers |  | 8.77400 | 8.732 .00 | 8,717.00 | 8.612 .00 | 8.612 .00 | 10,765.00 | 8,612:00 | 5,381.62 | 4,305.12 | 4.305 .12 | 5,381.40 | 5,299.03 | 87,496,29 |
|  | Total Expenses |  | 50,919,73 | 38,555.00 | 69,890,41 | 114,114.10 | 24,112 84 | 91,364,91 | 93,369,80 | 74,939,28 | 28.380 .52 | 32,958.90 | 26,714,54 | 29,816.93 | 675,136.96 |
|  | Net Operating Income |  | (50.509.73) | 144.445.007 | (69,890.41) | (114.424.10) | $(24,112.84)$ | (91,364.91) | (93,369.80) | (74.97928) | (28,380.52) | (32.958.90) | (26,714.54) | (29,816.93) (680) | (680,966.96) |
| Other Income (Expense) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 80000 | Other Income (Expense) |  | 0.00 | 0.00 | 0,00 | 0,00 | 0.00 | 0.00 | 000 | 0.00 | 6572 | 0.00 | 000 | 13,066,11 | 13,13183 |
| 80100 | Interest fricome - Taxable |  | 000 | 0.00 | 000 | 0.00 | 249.05 | 0.00 | 000 | 000 | 000 | 000 | 000 | 0.00 | 24905 |
| 80150 | Interest Income - Nontaxable |  | 20,000,00 | 16,250,00 | 7,093,75 | 5,62500 | 16,250,00 | 23,750,00 | 14,375 00 | 19,343,75 | 7,875.00 | 10,405.56 | 12,312.50 | 24,878 47 | 178,159.03 |
| 80200 | Dividend Income |  | 1.15 | 1.16 | 18,397.13 | 1.42 | 1.51 | 23,693 84 | 1.78 | 291 | 13,872 20 | 115 | 152 | 26,332 32 | 82,308,09 |
| 80800 | Broker \& Account Mgt Fees |  | (12,774.99) | 0.00 | 0.00 | (12,959 05) | 0.00 | 0.00 | (13,297,33) | 0.00 | 0.00 | (13,540 06) | 000 | 0.00 | (52,571 43) |
| 81100 | Proceeds from Secarities Sold |  | 0.00 | 0.00 | 248,088, 50 | 0,00 | 0,00 | 0,00 | 0.00 | 249,394,50 | 000 | 000 | 178,335,00 | 142.027 .72 | 817,845,72 |
| 81200 | Cost of Securities Sold |  | 0.00 | 0.00 | (243,377 85) | 0.00 | 000 | 0.00 | 000 | (235,642 51) | 000 | 0.00 | (187,510,31) | (157,636 66) (8 | (824,167 34) |
| 81300 | Basis Adj's Securities Sold |  | (5,302 [5) | $(5,680,69)$ | $(5,11331)$ | (4,977 51) | $(5,329,14)$ | $(5,179,64)$ | $(5,01726)$ | (8,069 96) | $(5,56672)$ | $(5,574.62)$ | (5,46196) | $(5,296.19)$ | (66,569 15) |
| 83100 | ST Cap Gain Distrib's - BPPR |  | 000 | 000 | 000 | 000 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 208.97 | 20897 |
| 83200 | LT Cap Gain Distrib's - BPPR |  | 000 | 000 | 0.00 | 000 | 000 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 12,398.10 | 12,398.10 |
|  | Total Other Income (Expense) |  | 1,924.01 | 10,570,47 | 25,088 21 | (12,310 14) | 11,171,42 | 42,264,20 | (3.937.81) | 25,028 69 | 16,24620 | (8,707.97) | (2,323,25) | 55,978.84 | 160,992.87 |
|  | Net Income | (S | 48,585.72) | (33.874.53) | (44,802.20) | (126,734.24) | (12,941.42) | (49.10071) | (97.307.61) | (49,950.59) | (12,134,32) | (41,666.87) | (29,037 79) | 26,161.91 (\$ 5 | $519.974 .09)$ |


| United <br> Balance | Corporation East (Pship) <br> Sheets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | As of: |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/15 |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10300 | Cash - Bank Op'g 8830 | (\$ | 871.05) (\$ | 871.05) (\$ | \$ 87105)(\$ | 87105)(\$ | 87105)(S | 87105) (\$ | 871.05) (\$ | 8 87105)(S | 871.05) (\$ | S 87105) (\$ | 871.05) S | 0.00 |
|  | Total Current Assets |  | (871.05) | (871.05) | (871 05) | (871.05) | (871.05) | $(871,05)$ | (871 05) | (871.05) | (871, 05) | (871 05) | (871.05) | 0.00 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Property and Equipment |  | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 000 | 0.00 | 0.00 | 000 |
| Other Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Other Assets |  | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 0.00 |
|  | Total Assets | (\$ | 87105) (S | 87L.05) (\$ | \$ 87105$)(\$$ | \% 87105 (\$ | \$ 871 05) (\$ | 871.05) (\$ | 871.05 ( (\$ | 871.05) (S | 871.05) (\$ | 8 871.05) [8 | $871.05) \mathrm{S}$ | 0.00 |
| LIABILITIES AND CAPITAL |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 20000 | Accounts Payable - Trade | S | 32,829 00 \$ | 66,559.67 \$ | 41,320 75 S | 107,13789 \$ | $140,432.89 \mathrm{~S}$ | 114,128.85 \$ | 196,059.85 \$ | 147,009 37 \$ | 174,133.49 \$ | 140,353 12 \$ | 108,059 25 S | 135,677 28 |
| 23000 | Accrued Expenses |  | 10,000.00 | 10,00000 | 10,000 00 | 10,000 00 | 10,000.00 | 10,000.00 | 10,000 00 | 10,000.00 | 10,000.00 | $10,000.00$ | 10,000 00 | 10,000.00 |
|  | Total Current Liabilities |  | 42,829,00 | 76,559.67 | 51,320 75 | 117,13789 | 150,432 89 | 124,128 85 | 206,059 85 | 157,009 37 | 184,133 49 | 150,353.12 | 118,059 25 | 145,677,28 |
| Long-Term Liabilities |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 28600 Pship Claims Reserve Clearing |  |  | 65.294.61 | 65,294 61 | 131.85428 | 174.421 24 | 174.42124 | 240,075,03 | 240,075.03 | 361,395.78 | 361,395.78 | 422.300,27 | 449.424.39 | 449,424,39 |
| Total Long-Term Liabilities |  |  | 65,294.61 | 65,294.61 | 131,854.28 | 174,421,24 | 174,421.24 | 240,075.03 | 240,075,03 | 361,395.78 | 361,395.78 | 422,300 27 | 449,424.39 | 449.424.39 |
| Total Liabilities |  |  | 108,123.61 | 141.85428 | 183,175.03 | 291,559.13 | 324,854,13 | 364,203.88 | 446,134 88 | 518,405.15 | 545,529.27 | 572,653,39 | 567,483.64 | 595,101.67 |
| Capital |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 39000 | Retained Earnings |  | $(76,165.66)$ | $(76,165.66)$ | $(76,165.66)$ | (76,165.66) | $(76,165,66)$ | $(76,165,66)$ | $(76,16566)$ | (76,165.66) | (76,165.66) | $(76,16566)$ | (76,165 66) | (76,165;66) |
|  | Net Income |  | (32,829,00) | (66,559,67) | (107,880.42) | (216,264,52) | (249,559.52) | (288,909,27) | (370.840.27) | (443,110 54) | (470,234,66) | (497, 358.78 ) | (492,18903) | ( $518,936.01$ ) |
|  | Total Capital | (108,994.66) |  | (142,725.33) | (184,046.08) | (292,430.18) | $(325,725,18)$ | (365,074.93) | (447,005.93) | (519,276,20) | ( $546,400.32$ ) | (573,524,44) | ( $568,354.69$ ) | $(595,101.67)$ |
|  | Total Liabilities \& Capital | (\$ | 871,05) (\$ | 871.05) (\$ | 8 871.05)(\$ | 871.05) (\$ | S 871.05) (\$ | 87105)(\$ | 871.05) (\$ | 871.05) (S | 871.05) (\$ | 8 87105$)(\$$ | 871.05) S | 0,00 |


| United Corporation East (Pship) Income Statement - 12 Periods |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Month Ended: |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 | $\begin{gathered} 2016 \\ \text { YTD Total } \\ \hline \end{gathered}$ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 47000 Revenue - Miscellaneous Sales | \$ | 000 | 000 | 000 | (50.00) | 0,00 | 000 | 000 | 000 | 000 | 000 | 000 | 000 | ( 5000 ) |
| 48000 Revenue - Sales Discounts |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | (40.00) | 0.00 | 0.00 | 000 | 0.00 | $(40,00)$ |
| Total Revenues |  | 0.00 | 0.00 | 000 | (50.00) | 0.00 | 000 | 000 | (40.00) | 0.00 | 0.00 | 0.00 | 0.00 | (90.00) |
| Cost of Sales |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 51000 COS - Freight Expense |  | 0.00 | 0.00 | 0.00 | 260.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 260.00 |
| Total Cost of Sales |  | 0.00 | 0.00 | 000 | 260.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 26000 |
| Gross Profit |  | 000 | 000 | 0.00 | (31000) | 0.00 | 0.00 | 0.00 | (40.00) | 0.00 | 0.00 | 0.00 | 0.00 | (350.00) |
| Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 63200 Insurance - Gen Liability |  | 000 | 000 | 0.00 | 000 | 000 | 000 | 50,000 00 | 000 | 000 | 000 | 000 | 0.00 | 50,000 00 |
| 63600 Insurance - Workers' Comp |  | 000 | 31799 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 000 | 000 | 000 | 0.00 | 31799 |
| 67400 Taxes-Empr FUTA Expense |  | 000 | 982.68 | 000 | 74,779.10 | 0.00 | 000 | 0.00 | 000 | 0.00 | 0.00 | 000 | 000 | 75,76178 |
| 67500 Taxes - Empr VI Unemp |  | 0.00 | 000 | 000 | 000 | 0.00 | (500.00) | 0.00 | 38,449 90 | 000 | 000 | $(38,44990)$ | 000 | (500.00) |
| 68200 Travel \& Hotels Expense |  | 000 | 000 | 3,000.00 | 1,000,00 | 1,000.00 | 1,000 00 | 1,000.00 | 50000 | 500,00 | 500.00 | 000 | 0.00 | 8,500 00 |
| 69000 Wages-Officer Salaries |  | 24,055,00 | 23,698.00 | 29,603.75 | 23,683.00 | 23,683.00 | 28,084.75 | 22,31900 | 27,898 75 | 22,319,00 | 22,319.00 | 27,898,75 | 22,31900 | 297,88100 |
| 69200 Wages-Managers |  | 8.774 .00 | 8,732.00 | 8,717,00 | 8,612.00 | 8,612,00 | 10,765.00 | 8,612.00 | 5,381.62 | $4,305.12$ | 4,305,12 | 5,381,40 | 5,299,03 | 87,496.29 |
| Total Expenses |  | 32,829,00 | 33,730,67 | 41,320,75 | 108,07410 | 33,29500 | 39,3,49.75 | 81.931 .00 | 72,23027 | 27,124.12 | 27,124,12 | (5,169 75) | 27,618,03 | 319.457 .06 |
| Net Operating Incorne |  | ( $32,829.00$ ) | (33,730.67) | (41,320 75) | (108,384 10) | $(33,295.00)$ | $(39,34975)$ | (81,931.00) | (72,270.27) | $(27,124.12)$ | (27,124.12) | 5,169.75 | (27,618.03) | ( $519,807.06$ ) |
| Other Income (Expense) |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 871.05 | 871.05 |
| Totat Other Income (Expense) |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 87105 | 87105 |
| Net Income | S | 32.829 .001 | (33,730.67) | (41,320.75) | (108,384.10) | (33,295.00) | (39,349.75) | (81.931.00) | (72,27027) | (27.124.12) | (27,124.12) | 5,169.75 | (26,746.98) | (518,936.01) |

United Corporation West (Pship)
Balance Sheets
ASSETS
As of $\quad 01 / 31 / 16 \quad 02 / 29 / 16 \quad 03 / 3116$

Current Asset
10300 Cash - Bank Op'g 6269 10600 Cash - Bank Claims 9091 10700 Cash - Bank Liquid 9075 14600 Due from (to) Hamed 15100 Marketable Securities - BPPR 15150 Unrealized (Gain) Loss - BPPR

Total Current Assets
Property and Equipment
Total Property and Equipment
Other Assets

Total Other Assets
Total Assets

LIABILITIES AND CAPITAL
Current Liabilities
20000 Accounts Payable - Trade
23000 Accrued Expenses

Total Current Liabilities
Long-Term Liabilities
28600 Pship Claims Reserve Clearing

| $\text { \& } \begin{aligned} & 17,337,00 \mathrm{\$} \\ & 10,000.00 \\ & \hline \end{aligned}$ | $\begin{aligned} & 24,523,33 \\ & 10,000.00 \\ & \hline \end{aligned}$ | $\begin{array}{ll} \$ & 30,198.33 \mathrm{\$} \\ & 10,000.00 \\ \hline \end{array}$ | $\begin{array}{r} 6,020.00 \\ 10,000.00 \\ \hline \end{array}$ | $\begin{array}{r} 3,630.00 \\ 10,000.00 \\ \hline \end{array}$ | $\begin{array}{rr} \$ & 1,240.50 \\ 10,000.00 \\ \hline \end{array}$ | $\begin{aligned} & 12,659,30 \\ & 10,000.00 \\ & \hline \end{aligned}$ | $\text { (s } \begin{array}{r} 741.40) \\ \\ 10,000.00 \\ \hline \end{array}$ | $\begin{array}{r} 495,00 \\ 10,000,00 \\ \hline \end{array}$ | $\begin{array}{r} 3,590,58 \\ 10,000.00 \\ \hline \end{array}$ | $\begin{aligned} & 30,381,49 \mathrm{~s} \\ & 10,000,00 \end{aligned}$ | $\begin{array}{r} 1,43750 \\ 10.800 .00 \\ \hline \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27,337,00 | 34,523 33 | 40,198 33 | 16,02000 | 13,630,00 | $11.240,50$ | 22,659.30 | 9,258.60 | 10.49500 | 13,590,58 | 40,381.49 | 11,43750 |
| (76,196.12) | (82,086.12) | (151.350.58) | (193,917.54) | (193,917.54) | (259,571,33) | (259,571.33) | (380, 892.08) | (380,892.08) | (441,796.57) | (468,920.69) | $(468,920.69)$ |
| (76, 196.12) | (82,086.12) | (151,350,58) | (193,917.54) | (193,917.54) | (259,571.33) | (259,571 33) | (380,892.08) | (380,892.08) | (441,796.57) | (468,920.69) | (468.920.69) |
| (48,859 12) | (47,562 79) | (111,152,25) | (177,897.54) | (180,287 54) | (248,330.83) | (236,912.03) | (371,633,48) | ( $370,397,08$ ) | ( 428,20599 ) | (428,539,20) | (457,483 19) |

Capital
30000 Common Stock
31000 Additional Paid-In Capital
32000 Less Cost of Treasury Stock
33000 Dividend Distributions
39000 Retained Earnings
Net Income
Total Capita)
Total Liabilities \& Capital

| (\$ 4,846.12) | (\$ 4,846 12) | (5 4,846.12) | (\$ 4,846 12) | (\$ 4,846,12) | (\$ 4,846 12) | (S 4,846 12) | (S 4,846.12) | (\$ 4,846 12) | (\$ 4,846.12) | (S 4,846,12) s | \$ 000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1,562,603.20 | 1,559,619,87 | 1,467,480 75 | 831,42821 | 838,489 42 | 718.45097 | 718,45097 | 581.04051 | 581,10623 | 517.482,54 | 485,285,04 | 454,162 15 |
| 125,585.24 | 125,565,24 | 125,545,24 | 125,525 24 | 125,505,24 | 125,485 24 | 125,465:24 | 125,445 24 | [25,425 24 | 125,405 24 | 125,385 24 | 125.36524 |
| 524.67 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 000 | 000 |
| 8,027,354.43 | 8,044,180,41 | 8,218,319 85 | 8,261,088.99 | 8,272,725 45 | 8,343,036,76 | 8,451,995 35 | 8,468,668.59 | 8,468,462.07 | 8,363,271,11 | 8,291,871.90 | $8,369.40167$ |
| 138.768 .48 | 132.512 .97 | (16,538.26) | (71.61754) | (72.331.63) | (100.378.74) | (213.275.14) | (204,919.69) | (188,532,69) | (92,049.70) | [22,973,74) | (57,590,78) |
| 9,849,989,90 | 9,857,032 37 | 9,789,961 46 | 9,141,578,78 | 9,159,542 36 | 9,081,748.11 | 9,077.790.30 | 8,965,388,53 | 8,981,614.73 | 8,909,263 07 | 8,874, 722.32 | 8,891,338 28 |


| 000 | 000 | 0.00 | 0.00 | 000 | 000 | 0.00 | 000 | 0.00 | 0.00 | 000 | 000 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 000 | 000 | 000 | 0.00 | 000 | 000 |


| Total Long-Term Liabilities |
| :--- |
| Total Liabilities |
| Capital |
| 30000 |
| 31000 |
| Common Stock |
| 32000 |
| 3000 |
| Additional Paid-In Cast of Treasury Stal |
| 39000 |
| Detaidend Distributions |
| Net Incomings |


$\begin{array}{llllllllllll}200,000.00 & 200,000.00 & 200,000 & 00 & 200,000.00 & 200,000.00 & 200,000,00 & 200,00000 & 200,000,00 & 200,000,00 & 200,00000 & 200,000,00 \\ 200,000 & 00\end{array}$ $\begin{array}{lllllllllllllll}12,454,539.26 & 12,454,539 & 126,454,53926 & 12,454,539.26 & 12,454,53926 & 12,454,53926 & 12,454,53926 & 12,454,53926 & 12,454,539.26 & 12,454,53926 & 12,454,539.26 & 12,454,539 & 26\end{array}$ $\begin{array}{rrrrrrrrrr}(400,000.00) & (400,00000) & (400,000,00) & (400,000,00) & (400,00000) & (400,000,00) & (400,000,00) & (400,00000) & (400,000,00) & (400,000,00) \\ 000 & 000 & 0,00 & (563,28725) & (563,28725) & (563,287,25) & (563,28725) & (563,28725) & (563,28725) & (563,287,25)\end{array}(563,28725) \quad(400,00000)$ $\begin{array}{rrrrrrrrrrrr}000 & 0.00 & 0,00 & (563,28725) & (563,28725) & (563,287.25) & (563,28725) & (563,28725) & (563,28725) & (563,28725) & (563,287,25) & (563,28725) \\ (2,339,52352) & (2,339,52352) & (2,339,523.52) & (2,339,52352) & (2,339,523,52) & (2,339,523.52) & (2,339,523,52) & (2,339,523.52) & (2,339,52352) & (2,339,523.52) & (2,339,523,52) & (2,339,523 \\ 52)\end{array}$ | $(16,166.72)$ | $(10,420.58)$ | $(13,902.03)$ | $(32,252.17)$ | $(11.898 .59)$ | $(21,649.55)$ | $(37.026 .16)$ | $(14,706.48)$ | 283.32 | $(14.259 .43)$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | | $9,898,849.02$ | $9,904,59516$ | $9,901,113.71$ | $9,319,476,32$ | $9,339,829,90$ | $9,330,078,94$ | $9,314,702.33$ | $9,337,022.01$ | $9,352,01181$ | $9,337,469.06$ | $9,303,261.52$ | $9,348,821,47$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |



United Corporation West (Pship)
income Statement - 12 Periods

|  | Month Ended | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16. | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 | $2016$ <br> YTD Total |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Revenues |  | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Cost of Sales


## United Corporation STT (Pship)

Balance Sheets

| As of |  | 01/31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Current Assers |  |  |  |  |  |  |  |  |  |  |  |  |  |
| $\begin{aligned} & 10300 \text { Cash - Bank Op'g } 2010 \\ & 10350 \text { Cash - Bank Payroll } 0640 \end{aligned}$ | (\$ | $\begin{gathered} 9,427.94)(\$ \\ (625.79) \\ \hline \end{gathered}$ | $\begin{gathered} 9,427.94)(\$ \\ (625.79) \\ \hline \end{gathered}$ | $\begin{gathered} 6,723.15)(\$ \\ (625.79) \\ \hline \end{gathered}$ | $\begin{gathered} 6,723.15)(\$ \\ (625.79) \end{gathered}$ | $\begin{gathered} 6,723.15)(\$ \\ (625.79) \end{gathered}$ | $\begin{gathered} 6,723,15)(\$ \\ (625,79) \\ \hline \end{gathered}$ | $\begin{gathered} 6,723.15)(\$ \\ (625.79) \\ \hline \end{gathered}$ | $\begin{gathered} 6,723.15)(\$ \\ (625.79) \end{gathered}$ | $\begin{gathered} 6,723.15)(\$ \\ (625.79) \\ \hline \end{gathered}$ | $\begin{gathered} 6,72315)(\$ \\ (625.79) \end{gathered}$ | $\begin{gathered} 6,723.15) \mathrm{s} \\ (625.79) \\ \hline \end{gathered}$ | $\begin{aligned} & 0.00 \\ & 0.00 \\ & \hline \end{aligned}$ |
| Total Current Assets |  | $(10,053,73)$ | (10,053 73) | (7,34894) | (7,348 94) | (7,34894) | (7,34894) | (7,348 94) | (7,348 94) | (7,348 94) | (7,348 94) | (7,34894) | 000 |
| Property and Equipment |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Property and Equipment |  | 000 | 000 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 000 | 0.00 | 000 | 0.00 | 000 |
| Other Assets |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Total Other Assets |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 |
| Total Assets | (S | 10,053.73) (\$ | $10,05373)(\mathrm{S}$ | 7,348.94) (\% | 7,348.94) (S | 7,348.94)(S | 7,348.94) ( S | 7,348.94) (S | 7.348.94) (S | 7,348.94) (\$ | 7348.94) (\$ | $7348.94) \mathrm{S}$ | 0.00 |

LIABILITIES AND CAPITAL
Current Liabilities
23000 Accrued Expenses

Total Current Liabilitie
Long-Term Liabilities
28600 Pship Claims Reserve Clearing
Total Long-Term Liabilities

Total Liabilities
Capital
39000 Retained Earnings
Net Income
Total Capital
Total Liabilities \& Capital


| 10,000 00 | 10,00000 | 10,000 00 | 10,000 00 | 10,000 00 | 10,000 00 | 10,000 00 | 10,000.00 | 10,000 00 | 10,000 00 | 10,000 00 | 10,000,00 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 10,901,51 | 16.791 .51 | 19,496.30 | 19,496,30 | 19,496.30 | 19,496.30 | 19.496 .30 | 19.496 .30 | 19,49630 | 19,496.30 | 19.496 .30 | 19.496.30 |
| $10,901.51$ | 16,79151 | 19,496,30 | 19.496.30 | 19,496.30 | $19,496.30$ | 19.496.30 | 19,496.30 | 19,496,30 | 19,496,30 | 19,496.30 | 19,496.30 |
| 20,901.51 | 26,79151 | 29,496 30 | 29,496.30 | 29.49630 | 29,496.30 | 29,496,30 | 29,496 30 | 29,49630 | 29,496 30 | 29,496.30 | 29,496 30 |
| $\begin{array}{r} (31,365.24) \\ 410.00 \\ \hline \end{array}$ | $\begin{array}{r} (31,365.24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365.24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,36524) \\ (5,48000) \\ \hline \end{array}$ | $\begin{array}{r} (31,365.24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365.24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,36524) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,36524) \\ (5,480.00) \end{array}$ | $\begin{array}{r} (31,365.24) \\ (5,480.00) \\ \hline \end{array}$ | $\begin{array}{r} (31,365,24) \\ (5,480.00) \end{array}$ | $\begin{array}{r} (31,365,24) \\ 1,868,94 \\ \hline \end{array}$ |
| (30,955,24) | (36,845,24) | (36,845.24) | ( $36,845.24$ ) | (36,845.24) | ( $36,845,24$ ) | (36,845.24) | ( $36,845,24$ ) | (36,845.24) | (36,845, 24) | (36.845.24) | (29,496,30) |



United Corporation STT (Pship)
Income Statement - 12 Periods

|  | Month Ended: |  | /31/16 | 02/29/16 | 03/31/16 | 04/30/16 | 05/31/16 | 06/30/16 | 07/31/16 | 08/31/16 | 09/30/16 | 10/31/16 | 11/30/16 | 12/31/16 | $\begin{gathered} 2016 \\ \text { YID Total } \\ \hline \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 48000 | Revenue - Sales Discounts | 5 | 0.00 | $(3,640.00)$ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.0015 | 3,640,00) |
|  | Total Revenues |  | 0.00 | (3,640.00) | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | $(3,64000)$ |
| Cost of Sales |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 50000 | COS - Purchases |  | (410.00) | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 000 | 0.00 | 0.00 | 000 | 0.00 | (41000) |
| 52200 | COS - US Customs Expense |  | 0.00 | 2,250.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 2.250 .00 |
|  | Total Cost of Sales |  | $(410,00)$ | 2.250 .00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.840.00 |
|  | Gross Profit |  | 410.00 | (5,890,00) | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 000 | 000 | 0.00 | 0.00 | 000 | (5,480.00) |
| Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Expenses |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|  | Net Operating Income |  | 410.00 | $(5,890.00)$ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | (5,480.00) |
| Other Income (Expense) |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 80000 | Other Income (Expense) |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 000 | 0.00 | 0.00 | 7,348,94 | 7,348.94 |
|  | Total Other Income (Expense) |  | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 17.348.94 | 73.348 .94 |
|  | Net Income | \$ | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 7,348.94 | 1,868.94 |


| From: | John Gaffney [johngaffney@tampabay.rr.com](mailto:johngaffney@tampabay.rr.com) |
| :---: | :---: |
| Sent: | Tuesday, January 31, 2017 4:45 PM |
| To: | Edgar Ross |
| Cc: | fathiyusuf@yahoo.com; George H.T. Dudley; Gregory H. Hodges; 'Joel Holt'; 'Carl Hartmann' |
| Subject: | 12th Bi-Monthly Report |
| Attachments: | 2016-12 00 Plaza Liquidation Budget.pdf; 2016-12 00 Plaza Liquidation Actualypdf; 2016-12 00 Plaza Actual P\&L.pdf; 2016-12 01 Plaza Pship Fin Statements.pdf; 2016-12 |
|  | 02 Plaza Pship Cash Recons.pdf; 2016-12 03 Plaza Pship Cash Register.pdf; 2016-12 04 |
|  | Plaza Pship AP Aging.pdf; 2016-12 05 Plaza Pship GL’s.pdf; 2016-12 06 BPPR Securities |

Dear Judge Ross,
Attached are the files supporting the $12^{\text {th }}$ bi-monthly report. Financials are presented for the period ended $12 / 31 / 16$.
Regards,
John Gaffney
(305)332-7094


THIS IS A CHARGE TO THE PARTNERSHIP ON THE BOOKS OF PLAZA EAST. IT WAS AGREED BY ALL PARTIES (INCLUDING HAMEDS) TO SETTLE A LAWSUIT BY A FORMER EMPLOYEE OF PLAZA EAST WHO LOCKED HIMSELF IN A FREEZER AND INJURED HIMSELF CLIMBING OUT. IT WAS PAID BY UNITED CORPORATION AND REIMBURSED BY THE PARTNERSHIP.


Decount account 55000 S
NOTE THAT THIS IS ACTUALLY A ZERO PAYMENT CHECK SINCE THE ACTUAL PAYMENT WAS MADE AND RECORDED ON PLAZA WEST'S BOOKS - NOT PLAZA EAST'S BOOKS. THEREFORE, A CREDIT MEMO WAS POSTED ON PLAZA EAST'S BOOKS TO CLEAR THE LIABILITIES.

THIS ENTRY RECORDS PAYMENT BY PLAZA WEST CLAIMS RESERVE ACCOUNT TO UNITED CORPORATION FOR APPROVED CHARGES. ALL CHARGES RELATE TO FATHI YUSUF AND GAFFNEY WAGES PLUS GAFFNEY TRAVEL/HOUSING ALLOWANCE WITH THE EXCEPTION OF A SINGLE \$500 CREDIT MEMO WHICH RELATES TO A PREVIOUS OVERPAYMENT BY THE PARTNERSHIP FOR A VIESA PAYMENT IN JUNE 2016.

KEEP IN MIND THAT "PJ" ENTRIES UNDER THE CREDIT COLUMN IN ACCOUNTS PAYABLE ARE THE LIABILITIES. THE "CDJ" AND THE "PH" ENTRIES IN THE DEBIT COLUMN ARE THE PAYMENTS OF PREVIOUSLY RECORDED LIABILITIES.

THIS ACCOUNTING MAY SEEM COMPLICATED. BUT IT IS ACTUALLY EASY TO UNDERSTAND IF YOU SEE THE OTHER SIDE (PLAZA WEST). A CONTROL ACCOUNT (28600) IS USED ON BOTH SETS OF BOOKS, THE COMBINED TOTAL OF WHICH MUST ALWAYS EQUAL ZERO TO ESTABLISH NO ERRORS OR INCOMPLETE WORK.

NOTE: ALL OTHER ACTIVITY YOU CIRCLED RELATES TO FATHI YUSUF AND GAFFNEY WAGES \& ALLOWANCE WITH THE EXCEPTION OF THE \$50,000 SETTLEMENT, THE \$500 CREDIT MEMO AND A NOMINAL \$40 CREDIT MEMO THAT RELATES TO A REDEEMED GIFT CERT AFTER THE SPLIT.

SEE THE FINAL WAGE CHARGES BELOW WHICH WAS THE BEGINNING OF A SALARY REDUCTION PERIOD. JUDGE ROSS AND I AGREED TO REDUCE MY CHARGES BY 50\%. ALL WAGES CHARGES STOPPED AFTER JANUARY 2017.


Plaza East (Pship)
General Ledger
For the Period From Aug 1, 2016 to Jun 30, 2019

| Account | Acct Descr | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade | 8/1/16 |  |  | Beginning Balance |  |  | -196,059.85 |
| 20000 | AP - Trade | 8/9/16 | CM16-0719-01 | PJ | UNITED CORPORATION | 50,000.00 |  |  |
| 20000 | AP - Trade | 8/12/16 | 321CM | PJ | UNITED CORPORATION | 71,280.75 |  |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoic | 28,084.75 |  |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoict | 1,000,00 |  |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice | 8,612.00 |  |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice | 22,319.00 |  |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice | 1,000.00 |  |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice |  | 500.00 |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice |  | 71,280.75 |  |
| 20000 | AP - Trade | 8/12/16 | CRA321 | CDJ | UNITED CORPORATION - Invoice | 10,765.00 |  |  |
| 20000 | AP - Trade | 8/13/16 | 16-0813-01 | PJ | UNITED CORPORATION |  | 40.00 |  |
| 20000 | AP - Trade | 8/17/16 | 16-0817-01 | PJ | VI EMPLOYMENT SECURITY AG |  | 38,449.90 |  |
| 20000 | AP - Trade | 8/30/16 | 16-0813-01CM | PJ | UNITED CORPORATION | 40.00 |  |  |
| 20000 | AP - Trade | 8/31/16 | 16-0831-01 | PJ | UNITED CORPORATION |  | 27,898.75 |  |
| 20000 | AP - Trade | 8/31/16 | 16-0831-02 | PJ | UNITED CORPORATION |  | 5,381.62 |  |
| 20000 | AP - Trade | 8/31/16 | 16-0831-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 193,101.50 | 144,051.02 | 49,050.48 |
| 20000 | AP - Trade | 9/1/16 |  |  | Beginning Balance |  |  | -147,009.37 |
| 20000 | AP - Trade | 9/30/16 | 16-0930-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | AP - Trade | 9/30/16 | 16-0930-02 | PJ | UNITED CORPORATION |  | 4,305.12 |  |
| 20000 | AP - Trade | 9/30/16 | 16-0930-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 27,124.12 | -27,124.12 |
| 20000 | AP - Trade | 10/1/16 |  |  | Beginning Balance |  |  | -174,133,49 |
| 20000 | AP-Trade | 10/7/16 | CM16-0930 | PJ | UNITED CORPORATION |  |  |  |
| 20000 | AP - Trade | 1077/16 | CRA326 | CDJ | UNITED CORPORATION - Invoict | $5,381.62$ |  |  |
| 20000 | AP - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoict |  | 60,904.49 |  |
| 20000 | AP - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice | 22,319.00 |  |  |
| 20000 | AP - Trade | 107/116 | CRA326 | CDJ | UNITED CORPORATION - Invoice | 500.00 |  |  |
| 20000 | AP - Trade | 107716 | CRA326 | CDJ | UNITED CORPORATION - Invoice | 500.00 |  |  |
| 20000 | AP - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice | 27,898.75 |  |  |
| 20000 | AP - Trade | 10/7/16 | CRA326 | CDJ | UNITED CORPORATION - Invoice | 4,305,12 |  |  |
| 20000 | AP - Trade | 10/31/16 | 16-1031-03 | PJ | UNITED CORPORATION |  | 500.00 |  |
| 20000 | AP - Trade | 10/31/16 | 16-1031-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | AP - Trade | 10/31/16 | 16-1031-02 | PJ | UNITED CORPORATION |  | 4,305,12 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 121,808.98 | 88,028.61 | 33,780.37 |
| 20000 | AP - Trade | 11/1/16 |  |  | Beginning Balance |  |  | -140,353.12 |
| 20000 | AP - Trade | 11/23/16 | CM16-1031 | PJ | UNITED CORPORATION | 27,124,12 |  |  |
| 20000 | AP - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice | 4,305.12 |  |  |
| 20000 | AP - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoic¢ | 500.00 |  |  |
| 20000 | AP - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoic¢ |  | 27,124.12 |  |
| 20000 | AP - Trade | 11/23/16 | CRA332 | CDJ | UNITED CORPORATION - Invoice | 22,319.00 |  |  |
| 20000 | AP - Trade | 11/30/16 | 16-0817-01CM | PJ | VI EMPLOYMENT SECURITY AG | 38,449,90 |  |  |
| 20000 | AP - Trade | 11/30/16 | 16-1101-01 | PJ | UNITED CORPORATION |  | 27,898.75 |  |
| 20000 | AP - Trade | 11/30/16 | 16-1130-02 | PJ | UNITED CORPORATION |  | 5,381,40 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 92,698.14 | 60,404.27 | 32,293.87 |
| 20000 | AP - Trade | 12/1/16 |  |  | Beginning Balance |  |  | -108,059.25 |
| 20000 | AP - Trade | 12/31/16 | 16-1231-01 | PJ | UNITED CORPORATION |  | 22,319.00 |  |
| 20000 | AP - Trade | 12/31/16 | 16-1231-02 | PJ | UNITED CORPORATION |  | 5,299.03 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 27,618.03 |  |
| 20000 | AP - Trade | 12/31/16 |  |  | Fiscal Year End Balance |  |  | -135,677.28 |
| 20000 | AP - Trade | 1/1/17 |  |  | Beginning Balance |  |  | -135,677.28 |
| 20000 | AP - Trade | 1/9/17 | 337 | CDJ | UNITED CORPORATION - Invoice | 27,898,75 |  |  |
| 20000 | AP - Trade | 1/9/17 | 337 | CDJ | UNITED CORPORATION - Invoice | 5,299.03 |  |  |

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| Account | Acct Descr | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade | 1/9/17 | 337 | CDJ | UNITED CORPORATION - Invoice | 5,381,40 |  |  |
| 20000 | AP - Trade | 1/9/17 | 337 | CDJ | UNITED CORPORATION - Invoice | 22,319.00 |  |  |
| 20000 | AP - Trade | 1/10/17 | 1001 | PJ | UNITED CORPORATION |  | 300.00 |  |
| 20000 | AP - Trade | 1/18/17 | 1002 | PJ | UNITED CORPORATION |  | 600.00 |  |
| 20000 | AP - Trade | 1/30/17 | 1003 | PJ | UNITED CORPORATION |  | 1,050.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 60,898.18 | 1,950.00 | 58,948.18 |
| 20000 | AP - Trade | 2/1/47 |  |  | Beginning Balance |  |  | -76,729.10 |
| 20000 | AP - Trade | 2/9/17 | 1004 | PJ | UNITED CORPORATION |  | 300.00 |  |
| 20000 | AP - Trade | 2/21/17 | 1005 | PJ | UNITED CORPORATION |  | 600.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 900.00 | -900.00 |
| 20000 | AP - Trade | 3/1/17 |  |  | Beginning Balance |  |  | -77,629.10 |
| 20000 | AP - Trade | 3/6/17 | 1006 | PJ | UNITED CORPORATION |  | 300.00 |  |
| 20000 | AP - Trade | 3/10/17 | 1007 | PJ | UNITED CORPORATION |  | 675.00 |  |
| 20000 | AP - Trade | 3/13/17 | 1008 | PJ | UNITED CORPORATION |  | 600.00 |  |
| 20000 | AP - Trade | 3/14/17 | DTF167459 | PJ | UNITED CORPORATION |  | 80.00 |  |
| 20000 | AP - Trade | 3/14/17 | DTF168441 | PJ | UNITED CORPORATION |  | 2,857,00 |  |
| 20000 | AP - Trade | 3/14/17 | DTF168678 | PJ | UNITED CORPORATION |  | 3,749.50 |  |
| 20000 | AP - Trade | 3/14/17 | DTF169229 | PJ | UNITED CORPORATION |  | 2,645.00 |  |
| 20000 | AP - Trade | 3/14/17 | DTF169382 | PJ | UNITED CORPORATION |  | 3,055.00 |  |
| 20000 | AP - Trade | 3/14/17 | DTF169852 | PJ | UNITED CORPORATION |  | 800.00 |  |
| 20000 | AP - Trade | $3 / 14 / 17$ | DTF170637 | PJ | UNITED CORPORATION |  | 1,280.00 |  |
| 20000 | AP - Trade | 3/14/17 | DTF171419 | PJ | UNITED CORPORATION |  | 1,000.00 |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 1,050.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 1,000,00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoic¢ | 600,00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 1,280.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 800.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 3,749.50 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoic | 2,857.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 675.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 300.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 2,645.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 300.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 600.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 80.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 300.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 600.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 340 | CDJ | UNITED CORPORATION - Invoice | 3,055.00 |  |  |
| 20000 | AP - Trade | 3/15/17 | 1009 | PJ | UNITED CORPORATION |  | 75.00 |  |
| 20000 | AP - Trade | 3/15/17 | 1010 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade | 3/28/17 | 1011 | PJ | UNITED CORPORATION |  | 300.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 19,891.50 | 17,866.50 | 2,025.00 |
| 20000 | AP - Trade | 4/1/17 |  |  | Beginning Balance |  |  | -75,604.10 |
| 20000 | AP - Trade | 4/3/17 | 1012 | PJ | UNITED CORPORATION |  | 1,200.00 |  |
| 20000 | AP - Trade | 4/27/17 | 1013 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 1,650,00 | -1,650,00 |
| 20000 | AP - Trade | 5/1/17 |  |  | Beginning Balance |  |  | -77,254.10 |
| 20000 | AP - Trade | 5/1/17 | 940-201412 | PJ | INTERNAL REVENUE SERVICE |  | 74,902.32 |  |
| 20000 | AP - Trade | 5/2/17 | CRA341 | CDJ | UNITED CORPORATION - Invoice | 1,200.00 |  |  |
| 20000 | AP - Trade | 5/2/17 | CRA341 | CDJ | UNITED CORPORATION - Invoice | 75.00 |  |  |
| 20000 | AP - Trade | 5/2/17 | CRA341 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 5/2/17 | CRA341 | CDJ | UNITED CORPORATION - Invoice | 300.00 |  |  |
| 20000 | AP - Trade | 5/15/17 | FUTA2013CM | PJ | INTERNAL REVENUE SERVICE | 74,779,10 |  |  |
| 20000 | AP - Trade | 5/19/17 | 1014 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 76,804.10 | 75,352.32 | 1,451.78 |
| 20000 | AP - Trade | 6/1/17 |  |  | Beginning Balance |  |  | -75,802.32 |
| 20000 | AP -Trade | 6/13/17 | 1015 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade | 6/23/17 | FUTA2014 | PJ | INTERNAL REVENUE SERVICE | 74,902.32 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 74,902,32 | 450.00 | 74,452.32 |

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| Account | Acct Descr | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade | 711/17 |  |  | Beginning Balance |  |  | -1,350.00 |
| 20000 | AP - Trade | 7/5/17 | CRA347 | CDJ | UNITED CORPORATION - Invoict | 450.00 |  |  |
| 20000 | AP - Trade | 7/5/17 | CRA347 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 7/5/17 | CRA347 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 7/13/17 | 17-0713 | PJ | BUREAU OF INTERNAL REVENL |  | 37,448.60 |  |
| 20000 | AP - Trade | 7/21/17 | 1019 | PJ | UNITED CORPORATION |  | 1,650,00 |  |
| 20000 | AP - Trade | 7/22/17 | 1020 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 1,350.00 | 39,548,60 | -38,198.60 |
| 20000 | AP - Trade | 8/1/17 |  |  | Beginning Balance |  |  | -39,548.60 |
| 20000 | AP - Trade | B/20/17 | 1021 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 9/1/17 |  |  | Beginning Balance |  |  | -39,998.60 |
| 20000 | AP - Trade | 9/20/17 | 1022 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450,00 | -450.00 |
| 20000 | AP - Trade | 10/1/17 |  |  | Beginning Balance |  |  | -40,448.60 |
| 20000 | AP - Trade | 10/20/17 | 1023 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450,00 | -450.00 |
| 20000 | AP - Trade | 11/1/17 |  |  | Beginning Balance |  |  | -40,898.60 |
| 20000 | AP - Trade | 11/17/17 | 349 | CDJ | UNITED CORPORATION - Invoict | 450.00 |  |  |
| 20000 | AP - Trade | 11/17/17 | 349 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 11/17/17 | 349 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 11/17/17 | 349 | CDJ | UNITED CORPORATION - Invoic¢ | 450.00 |  |  |
| 20000 | AP - Trade | 11/17/17 | 349 | CDJ | UNITED CORPORATION - Invoice | 1,650,00 |  |  |
| 20000 | AP - Trade | 11/20/17 | 1024 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 3,450.00 | 450.00 | 3,000.00 |
| 20000 | AP - Trade | 12/1/17 |  |  | Beginning Balance |  |  | -37,898.60 |
| 20000 | AP - Trade | 12/20/17 | 1025 | P.J | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 12/31/17 |  |  | Fiscal Year End Balance |  |  | -38,348.60 |
| 20000 | AP - Trade | 1/1/18 |  |  | Beginning Balance |  |  | -38,348.60 |
| 20000 | AP - Trade | 1/16/18 | 1026 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 2/1/18 |  |  | Beginning Balance |  |  | -38,798.60 |
| 20000 | AP - Trade | 2/8/18 | 351 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 2/8/18 | 351 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 2/8/18 | 351 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 2/23/18 | 1027 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 1,350,00 | 450.00 | 900.00 |
| 20000 | AP - Trade | 3/1/18 |  |  | Beginning Balance |  |  | -37,898.60 |
| 20000 | AP - Trade | 3/20/18 | 1028 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 4/1/18 |  |  | Beginning Balance |  |  | -38,348.60 |
| 20000 | AP - Trade | 4/19/18 | 1029 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 5/1/18 |  |  | Beginning Balance |  |  | -38,798.60 |
| 20000 | AP - Trade | 5/15/18 | 1030 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 6/1/18 |  |  | Beginning Balance |  |  | -39,248.60 |
| 20000 | AP - Trade | 6/15/18 | 1031 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450,00 | -450.00 |
| 20000 | AP - Trade | 7/1/18 |  |  | Beginning Balance |  |  | -39,698.60 |
| 20000 | AP - Trade | 7/15/18 | 1032 | PJ | UNITED CORPORATION |  | 450.00 |  |
|  |  |  |  |  | East |  |  | 3 of 8 |

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| Account | Acct Descr | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 8/1/18 |  |  | Beginning Balance |  |  | -40,148.60 |
| 20000 | AP - Trade | 8/15/18 | 1033 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 9/1/18 |  |  | Beginning Balance |  |  | -40,598.60 |
| 20000 | AP - Trade | 9/13/18 | 1034 | PJ | UNITED CORPORATION |  | 450,00 |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450,00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 358 | CDJ | UNITED CORPORATION - Invoice | 450,00 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 3,600.00 | 450.00 | 3,150,00 |
| 20000 | AP - Trade | 10/1/18 |  |  | Beginning Balance |  |  | -37,448,60 |
| 20000 | AP - Trade | 10/15/18 | 1035 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 11/1/18 |  |  | Beginning Balance |  |  | $-37,898.60$ |
| 20000 | AP - Trade | 11/15/18 | 1036 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 12/1/18 |  |  | Beginning Balance |  |  | -38,348.60 |
| 20000 | AP - Trade | 12/15/18 | 1037 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 12/31/18 |  |  | Fiscal Year End Balance |  |  | -38,798.60 |
| 20000 | AP - Trade | 1/1/19 |  |  | Beginning Balance |  |  | -38,798.60 |
| 20000 | AP - Trade | 1/1/19 | 17-0713CM | PJ | BUREAU OF INTERNAL REVENL | 37,448.60 |  |  |
| 20000 | AP - Trade | 1/15/19 | 1038 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 37,448,60 | 450.00 | 36,998.60 |
| 20000 | AP - Trade | 2/1/19 |  |  | Beginning Balance |  |  | -1,800.00 |
| 20000 | AP - Trade | 2/15/19 | 1039 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 3/1/19 |  |  | Beginning Balance |  |  | -2,250.00 |
| 20000 | AP - Trade | 3/15/19 | 1040 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 4/1/19 |  |  | Beginning Balance |  |  | -2,700.00 |
| 20000 | AP - Trade | 4/15/19 | 1041 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 5/1/19 |  |  | Beginning Balance |  |  | $-3,150.00$ |
| 20000 | AP - Trade | 5/15/19 | 1042 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
| 20000 | AP - Trade | 6/1/19 |  |  | Beginning Balance |  |  | -3,600.00 |
| 20000 | AP - Trade | 6/15/19 | 1043 | PJ | UNITED CORPORATION |  | 450.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 450.00 | -450.00 |
|  |  | 6/30/19 |  |  | Ending Balance |  |  | -4,050,00 |

## Plaza West

General Ledger
For the Period From Aug 1, 2016 to Jun 30, 2019

| Account | Account Desc | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade | 8/1/16 |  |  | Beginning Balance |  |  | -12,659.30 |
| 20000 | AP - Trade | 8/1/16 | 16-0801-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade | 8/9/16 | 316 | CDJ | TOPA PROPERTIES - Invoice: 16. | 741.40 |  |  |
| 20000 | AP - Trade | 8/9/16 | 317 | CDJ | TOPA PROPERTIES - Invoice: 16. | 741.40 |  |  |
| 20000 | AP - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES , in | 100.00 |  |  |
| 20000 | AP-Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - In | 395.00 |  |  |
| 20000 | AP - Trade | 8/9/16 | 318 | CDJ | BECKSTEDT \& ASSOCIATES - In | 8,496.30 |  |  |
| 20000 | AP - Trade | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES - ln | 925.00 |  |  |
| 20000 | AP - Trade | 8/12/16 | 320 | CDJ | BECKSTEDT \& ASSOCIATES - In | 315.50 |  |  |
| 20000 | AP - Trade | 8/17/16 | 16-0817-01 | PJ | SOURCE ACCOUNTING |  | 1,550.00 |  |
| 20000 | AP - Trade | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES - In | 2,352.50 |  |  |
| 20000 | AP - Trade | 8/30/16 | 324 | CDJ | BECKSTEDT \& ASSOCIATES - In | 75,00 |  |  |
| 20000 | AP - Trade | 8/30/16 | 325 | CDJ | SOURCE ACCOUNTING - Invoice | 1,550.00 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 15,692.10 | 2,291.40 | 13,400.70 |
| 20000 | AP - Trade | 9/1/16 |  |  | Beginning Balance |  |  | 741.40 |
| 20000 | AP - Trade | 9/1/16 | 16-0901-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade | 9/8/16 | 2193 | PJ | BECKSTEDT \& ASSOCIATES |  | 495.00 |  |
| 20000 | AP-Trade |  |  |  | Current Period Change |  | 1,236.40 | -1,236.40 |
| 20000 | AP - Trade | 10/1/16 |  |  | Beginning Balance |  |  | -495.00 |
| 20000 | AP - Trade | 10/1/16 | 16-1001-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade | 10/7/16 | 327 | CDJ | BECKSTEDT \& ASSOCIATES - In | 495.00 |  |  |
| 20000 | AP - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16. | 741.40 |  |  |
| 20000 | AP - Trade | 107/116 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16. | 741.40 |  |  |
| 20000 | AP - Trade | 10/7/16 | 328 | CDJ | TOPA PROPERTIES - Invoice: 16. | 741,40 |  |  |
| 20000 | AP - Trade | 10/27/16 | 16-1027-01 | PJ | V.I. EMPLOYMENT SECURITY AI |  | 1,273,38 |  |
| 20000 | AP - Trade | 10/31/16 | 2016-01 | PJ | LEWIS CONSULTING LLC |  | 3,800.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 2,719.20 | 5,814.78 | -3,095.58 |
| 20000 | AP - Trade | 11/1/16 |  |  | Beginning Balance |  |  | -3,590.58 |
| 20000 | AP - Trade | 11/1/16 | 16-1101-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade | 11/3/16 | 329 | CDJ | V.I. EMPLOYMENT SECURITY A | 1,273.38 |  |  |
| 20000 | AP-Trade | 11/3/16 | 2258 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,192.50 |  |
| 20000 | AP - Trade | 11/23/16 | 331 | CDJ | LEWIS CONSULTING LLC - Invoir | 3,800.00 |  |  |
| 20000 | AP-Trade | 11/30/16 | 2016-02 | PJ | LEWIS CONSULTING LLC |  | 5,000.00 |  |
| 20000 | AP - Trade | 11/30/16 | 16-1130 | PJ | V.I. EMPLOYMENT SECURITY As |  | 24,930.39 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 5,073.38 | 31,864.29 | -26,790.91 |
| 20000 | AP - Trade | 12/1/16 |  |  | Beginning Balance |  |  | -30,381.49 |
| 20000 | AP - Trade | 12/1/16 | 16-1201-01 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP-Trade | 12/4/16 | 2276 | PJ | BECKSTEDT \& ASSOCIATES |  | 1,437,50 |  |
| 20000 | AP-Trade | 12/6/16 | 330 | CDJ | V.I. EMPLOYMENT SECURITY AS | 24,930,39 |  |  |
| 20000 | AP - Trade | 12/6/16 | 333 | CDJ | LEWIS CONSULTING LLC - Invoir | 5,000.00 |  |  |
| 20000 | AP - Trade | 12/6/16 | 334 | CDJ | BECKSTEDT \& ASSOCIATES - $\ln$ | 1,192.50 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 31,122.89 | 2,178.90 | 28,943.99 |
| 20000 | AP - Trade | 12/31/16 |  |  | Fiscal Year End Balance |  |  | -1,437.50 |


| 20000 | AP - Trade | $1 / 1 / 17$ |  |
| :--- | :--- | :--- | :--- |
| 20000 | AP - Trade | $1 / 1 / 17$ | $17-0101$ |
| 20000 | AP - Trade | $1 / 4 / 17$ | 2300 |
| 20000 | AP - Trade | $1 / 9 / 17$ | 335 |
| 20000 | AP - Trade | $1 / 9 / 17$ | 335 |
| 20000 | AP - Trade | $1 / 9 / 17$ | 335 |
| 20000 | AP - Trade | $1 / 9 / 17$ | 336 |
| 20000 | AP - Trade |  |  |
|  |  |  |  |
| 20000 | AP - Trade | $2 / 1 / 17$ |  |


| Beginning Balance |  |  | $\mathbf{1 4 , 4 3 7 . 5 0}$ |
| :--- | :--- | ---: | ---: |
| PJ TOPA PROPERTIES |  | 741.40 |  |
| PJ BECKSTEDT \& ASSOCIATES |  | 338.10 |  |
| CDJ TOPA PROPERTIES - Invoice: 17 | 741.40 |  |  |
| CDJ TOPA PROPERTIES - Invoice: 17 | 741.40 |  |  |
| CDJ TOPA PROPERTIES - Invoice: 17 | 741.40 |  |  |
| CDJ BECKSTEDT \& ASSOCIATES - In | $1,437.50$ |  |  |
| Current Period Change | $3,661.70$ | $1,079.50$ | $\mathbf{2 , 5 8 2 . 2 0}$ |
|  |  |  |  |
| Beginning Balance |  |  | $\mathbf{1 , 1 4 4 . 7 0}$ |


| Account | Account Desc | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade | 2/1/17 | 17-0201 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 741.40 | -741.40 |
| 20000 | AP - Trade | 3/1/17 |  |  | Beginning Balance |  |  | 403,30 |
| 20000 | AP - Trade | 3/1/17 | 17-0301 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade | 3/3/17 | 2017/01 | PJ | LEWIS CONSULTING LLC |  | 2,000.00 |  |
| 20000 | AP - Trade | 3/15/17 | 338 | CDJ | BECKSTEDT \& ASSOCIATES - In | 338.10 |  |  |
| 20000 | AP - Trade | 3/15/17 | 339 | CDJ | TOPA PROPERTIES - Invoice: 17. | 741.40 |  |  |
| 20000 | AP - Trade | 3/15/17 | 339 | CDJ | TOPA PROPERTIES - Invoice: 17. | 741.40 |  |  |
| 20000 | AP - Trade | 3/15/17 | 339 | CDJ | TOPA PROPERTIES - Invoice: 17. | 741.40 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 2,562.30 | 2,741.40 | -179.10 |
| 20000 | AP - Trade | 4/1/17 |  |  | Beginning Balance |  |  | 224.20 |
| 20000 | AP - Trade | 4/1/17 | 17-0401 | PJ | TOPA PROPERTIES |  | 741.40 |  |
| 20000 | AP - Trade | 4/18/17 | SX-12CV-370 | PJ | EDGAR D. ROSS |  | 23,800.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 24,541.40 | -24,541,40 |
| 20000 | AP-Trade | 5/1/17 |  |  | Beginning Balance |  |  | $-24,317.20$ |
| 20000 | AP - Trade | 5/1/17 | 17-0501 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade | 5/2/17 | 342 | CDJ | EDGAR D. ROSS - Invoice: SX-12 | 23,800.00 |  |  |
| 20000 | AP - Trade | 5/2/17 | 343 | CDJ | LEWIS CONSULTING LLC - Invoir | 2,000.00 |  |  |
| 20000 | AP - Trade | 5/10/17 | 2464 | PJ | BECKSTEDT \& ASSOCIATES |  | 367.50 |  |
| 20000 | AP-Trade | 5/24/17 | 17-0524 | PJ | TOPA PROPERTIES |  | 32.62 |  |
| 20000 | AP-Trade |  |  |  | Current Period Change | 25,800.00 | 1,157.83 | 24,642.17 |
| 20000 | AP - Trade | 6/1/17 |  |  | Beginning Balance |  |  | 324.97 |
| 20000 | AP-Trade | 6/1/17 | 17-0601 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP-Trade | 6/19/17 | 17-0619 | PJ | SOURCE ACCOUNTING |  | 1,705.00 |  |
| 20000 | AP-Trade |  |  |  | Current Period Change |  | 2,462.71 | -2,462.71 |
| 20000 | AP - Trade | 7/1/17 |  |  | Beginning Balance |  |  | -2,137.74 |
| 20000 | AP - Trade | 7/1/17 | 17-0701 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP-Trade | 715/17 | 344 | CDJ | BECKSTEDT \& ASSOCIATES - In | 367.50 |  |  |
| 20000 | AP-Trade | 715/17 | 346 | CDJ | TOPA PROPERTIES - Invoice: 17 | 16.31 |  |  |
| 20000 | AP-Trade | 7/5/17 | 346 | CDJ | TOPA PROPERTIES - Invoice: 17 | 16.31 |  |  |
| 20000 | AP - Trade | 7/5/17 | 346 | CDJ | TOPA PROPERTIES - Invoice: 17. | 757.71 |  |  |
| 20000 | AP - Trade | 715/17 | 346 | CDJ | TOPA PROPERTIES - Invoice: 17. | 757.71 |  |  |
| 20000 | AP - Trade | 715/17 | 346 | CDJ | TOPA PROPERTIES - Invoice: 17. | 757.71 |  |  |
| 20000 | AP - Trade | 7/5/17 | 345 | CDJ | SOURCE ACCOUNTING - Invoice | 1,705.00 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 4,378.25 | 757.71 | 3,620.54 |
| 20000 | AP - Trade | 8/1/17 |  |  | Beginning Balance |  |  | 1,482.80 |
| 20000 | AP - Trade | 8/1/17 | 17-0801 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 757.71 | -757.71 |
| 20000 | AP - Trade | 9/1/17 |  |  | Beginning Balance |  |  | 725.09 |
| 20000 | AP - Trade | 9/1/17 | 17-0901 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 757.71 | -757.71 |
| 20000 | AP - Trade | 10/1/17 |  |  | Beginning Balance |  |  | -32.62 |
| 20000 | AP - Trade | 10/1/17 | 17-1001 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 757.71 | -757.71 |
| 20000 | AP - Trade | 11/1/17 |  |  | Beginning Balance |  |  | -790.33 |
| 20000 | AP - Trade | 11/1/17 | 17-1101 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade | 11/17/17 | 348 | CDJ | TOPA PROPERTIES - Invoice: 17 | 32.62 |  |  |
| 20000 | AP - Trade | 11/17/17 | 348 | CDJ | TOPA PROPERTIES - Invoice: 17 | 757.71 |  |  |
| 20000 | AP-Trade | 11/17/17 | 348 | CDJ | TOPA PROPERTIES - Invoice: 17 | 757.71 |  |  |
| 20000 | AP - Trade | 11/17/17 | 348 | CDJ | TOPA PROPERTIES - Invoice: 17. | 757.71 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 2,305.75 | 757.71 | 1,548.04 |
| 20000 | AP-Trade | 12/1/17 |  |  | Beginning Balance |  |  | 757.71 |
| 20000 | AP - Trade | 12/1/17 | 17-1201 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 757.71 | -757.71 |
| 20000 | AP - Trade | 12/31/17 |  |  | Fiscal Year End Balance |  |  |  |
|  |  |  |  |  | West |  |  | 6 of 8 |


| Account | Account Desc | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade | 1/1/18 |  |  | Beginning Balance |  |  |  |
| 20000 | AP - Trade | 1/1/18 | 18-0101 | PJ | TOPA PROPERTIES |  | 768.65 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 768.65 | -768,65 |
| 20000 | AP - Trade | 2/1/18 |  |  | Beginning Balance |  |  | -768.65 |
| 20000 | AP - Trade | 2/1/18 | 18-0201 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade | 2/8/18 | 350 | CDJ | TOPA PROPERTIES - Invoice: 18 . | 757.71 |  |  |
| 20000 | AP - Trade | 2/8/18 | 350 | CDJ | TOPA PROPERTIES - Invoice: 18 . | 757.71 |  |  |
| 20000 | AP - Trade | 218/18 | 350 | CDJ | TOPA PROPERTIES - Invoice: 18. | 768.65 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 2,284.07 | 757.71 | 1,526.36 |
| 20000 | AP - Trade | 3/1/18 |  |  | Beginning Balance |  |  | 757.71 |
| 20000 | AP - Trade | 3/1/18 | 18-0301 | PJ | TOPA PROPERTIES |  | $757.71$ |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | $757.71$ | -757.71 |
| 20000 | AP - Trade | 4/1/18 |  |  | Beginning Balance |  |  |  |
| 20000 | AP - Trade | 4/1/18 | 2018-0401 | PJ | TOPA PROPERTIES |  | 757.71 |  |
| 20000 | AP - Trade | 4/1/18 | 2018-0401CM | PJ | TOPA PROPERTIES |  |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | $757.71$ | 757.71 |  |
| 20000 | AP-Trade | 5/1/18 |  |  | Beginning Balance |  |  |  |
| 20000 | AP - Trade | 5/1/18 | 18-0501 | PJ | TOPA PROPERTIES |  | 814.53 |  |
| 20000 | AP - Trade | 5/3/18 | 352 | CDJ | TOPA PROPERTIES - Invoice: 18 | 757.71 |  |  |
| 20000 | AP - Trade | 5/3/18 | 352 | CDJ | TOPA PROPERTIES - Invoice: 18. | 757.71 |  |  |
| 20000 | AP - Trade | 5/3/18 | 352 | CDJ | TOPA PROPERTIES - Invoice: 18 | 757.71 |  |  |
| 20000 | AP - Trade | 5/19/18 | SX-12-CV-370 | PJ | EDGARD.ROSS |  | 27,800.00 |  |
| 20000 | AP - Trade | 5/21/18 | 353 | CDJ | EDGAR D. ROSS - Invoice: SX-12 | 27,800,00 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 30,073.13 | 28,614.53 | 1,458.60 |
| 20000 | AP-Trade | 6/1/18 |  |  | Beginning Balance |  |  | 1,458.60 |
| 20000 | AP - Trade | 6/1/18 | 18-0601 | PJ | TOPA PROPERTIES |  | 776,65 |  |
| 20000 | AP-Trade |  |  |  | Current Period Change |  | 776.65 | -776.65 |
| 20000 | AP - Trade | 711/18 |  |  | Beginning Balance |  |  | 681.95 |
| 20000 | AP-Trade | 7/1/18 | 18-0701 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 7/27/18 | 2018-0727 | PJ | SOURCE ACCOUNTING |  | 1,707.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 2,483.65 | -2,483.65 |
| 20000 | AP - Trade | 8/1/18 |  |  | Beginning Balance |  |  | -1,801.70 |
| 20000 | AP - Trade | 8/1/18 | 18-0801 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 776.65 | -776.65 |
| 20000 | AP-Trade | 9/1/18 |  |  | Beginning Balance |  |  | -2,578.35 |
| 20000 | AP - Trade | 9/1/18 | 18-0901 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 9/10/18 | JE30 | PJ | GALLOW'S BAY PASTRY \& CAFE |  | 65.72 |  |
| 20000 | AP - Trade | 9/14/18 | 355 | CDJ | SOURCE ACCOUNTING - Invoice | 1,707.00 |  |  |
| 20000 | AP - Trade | 9/14/18 | 356 | CDJ | TOPA PROPERTIES - Invoice: 18 | 56.82 |  |  |
| 20000 | AP - Trade | 9/14/18 | 356 | CDJ | TOPA PROPERTIES - Invoice: 18 . | 18.94 |  |  |
| 20000 | AP - Trade | 9/14/18 | 356 | CDJ | TOPA PROPERTIES - Invoice: 18. | 776.65 |  |  |
| 20000 | AP-Trade | 9/14/18 | 356 | CD. $J$ | TOPA PROPERTIES - Invoice: 18. | 18.94 |  |  |
| 20000 | AP - Trade | 9/14/18 | 356 | CDJ | TOPA PROPERTIES - Invoice: 18. | 776.65 |  |  |
| 20000 | AP - Trade | 9/14/18 | 357 | CDJ | TOPA PROPERTIES - Invoice: 18. | 776.65 |  |  |
| 20000 | AP - Trade | 9/14/18 | 357 | CDJ | TOPA PROPERTIES - Invoice: 18 | 776.65 |  |  |
| 20000 | AP - Trade | 9/14/18 | 357 | CDJ | TOPA PROPERTIES - Invoice: 18. | 776.65 |  |  |
| 20000 | AP - Trade | 9/14/18 | 354 | CDJ | GALLOW'S BAY PASTRY \& CAFE | 65.72 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 5,750.67 | 842.37 | 4,908,30 |
| 20000 | AP - Trade | 10/1/18 |  |  | Beginning Balance |  |  | 2,329.95 |
| 20000 | AP - Trade | 10/1/18 | 18-1001 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 776.65 | -776.65 |
| 20000 | AP - Trade | 11/1/18 |  |  | Beginning Balance |  |  | 1,553.30 |
| 20000 | AP - Trade | 11/1/18 | 18-1101 | PJ | TOPA PROPERTIES |  | 776.65 |  |
|  |  |  |  |  | West |  |  | 7 of 8 |

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| Account | Account Desc | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 776.65 | -776.65 |
| 20000 | AP - Trade | 12/1/18 |  |  | Beginning Balance |  |  | 776.65 |
| 20000 | AP - Trade | 12/1/18 | 18-1201 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 776.65 | -776.65 |
| 20000 | AP-Trade | 12/31/18 |  |  | Fiscal Year End Balance |  |  |  |
| 20000 | AP - Trade | 1/1/19 |  |  | Beginning Balance |  |  |  |
| 20000 | AP - Trade | 1/1/19 | 19-0101 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 1/21/19 | 359 | CDJ | TOPA PROPERTIES - Invoice: 19 | 776.65 |  |  |
| 20000 | AP - Trade | 1/21/19 | 359 | CDJ | TOPA PROPERTIES - Invoice: 19 | 776.65 |  |  |
| 20000 | AP - Trade | 1/21/19 | 359 | CDJ | TOPA PROPERTIES - Invoice: 19. | 776.65 |  |  |
| 20000 | AP - Trade | 1/25/19 | 87166 | PJ | TOPA PROPERTIES |  | 38.83 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 2,329.95 | 815.48 | 1,514.47 |
| 20000 | AP - Trade | 2/1/19 |  |  | Beginning Balance |  |  | 1,514.47 |
| 20000 | AP - Trade | 2/1/19 | 19-0201 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 776,65 | -776.65 |
| 20000 | AP - Trade | 3/1/19 |  |  | Beginning Balance |  |  | 737.82 |
| 20000 | AP - Trade | 3/1/19 | 19-0301 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 3/10/19 | 19-0310 | PJ | SOURCE ACCOUNTING |  | 1,709.00 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 2,485.65 | -2,485.65 |
| 20000 | AP - Trade | 4/1/19 |  |  | Beginning Balance |  |  | -1,747,83 |
| 20000 | AP - Trade | 4/1/19 | 19-0401 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 4/3/19 | 360 | CDJ | TOPA PROPERTIES - Invoice: 19. | 776.65 |  |  |
| 20000 | AP - Trade | 4/3/19 | 360 | CDJ | TOPA PROPERTIES - Invoice: 19 | 776.65 |  |  |
| 20000 | AP - Trade | 4/3/19 | 360 | CDJ | TOPA PROPERTIES - lnvoice: 19 | 776.65 |  |  |
| 20000 | AP - Trade | 4/3/19 | 361 | CDJ | SOURCE ACCOUNTING - Invoice | 1,709.00 |  |  |
| 20000 | AP - Trade |  |  |  | Current Period Change | 4,038.95 | 776.65 | 3,262.30 |
| 20000 | AP - Trade | 5/1/19 |  |  | Beginning Balance |  |  | 1,514.47 |
| 20000 | AP - Trade | 5/1/19 | 19-0501 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 5/14/19 | 88949 | PJ | TOPA PROPERTIES |  | 15.53 |  |
| 20000 | AP - Trade | 5/14/19 | 88950 | PJ | TOPA PROPERTIES |  | 31.06 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 823.24 | -823.24 |
| 20000 | AP - Trade | 6/1/19 |  |  | Beginning Balance |  |  | 691.23 |
| 20000 | AP - Trade | 6/1/19 | 19-0601 | PJ | TOPA PROPERTIES |  | 776.65 |  |
| 20000 | AP - Trade | 6/1/19 | 89231 | PJ | TOPA PROPERTIES |  | 15.53 |  |
| 20000 | AP - Trade |  |  |  | Current Period Change |  | 792.18 | -792.18 |
|  |  | 6/30/19 |  |  | Ending Balance |  |  | -100.95 |

## Plaza Extra Partnership

Balance Sheet
As of June 30, 2019 and Last Year End

|  | As of 06/30/19 |  | As of 12/31/18 |  |
| :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |
| Current Assets |  |  |  |  |
| 10600 Cash - Bank Claims 9091 | \$ | 282,770.90 | \$ | 289,139.80 |
| 10700 Cash - Bank Liquid 9075 |  | 124,765.24 |  | 124,885.24 |
| 14000 Due from (to) Yusufs |  | 44,619,28 |  | 44,619.28 |
| 15100 Marketable Securities - BPPR |  | 9,458,239.87 |  | 8,784,531.90 |
| 15150 Unrealized (Gain) Loss-BPPR |  | $(646,363,88)$ |  | $(48,512.47)$ |
| Total Current Assets |  | 9,264,031.41 |  | 9,194,663.75 |
| Property and Equipment |  |  |  |  |
| Total Property and Equipment |  | 0.00 |  | 0.00 |
| Other Assets |  |  |  |  |
| 19000 Deposits |  | 1,584.36 |  | 1,553.30 |
| Total Other Assets |  | 1,584.36 |  | 1,553.30 |
| Total Assets | \$ | 9,265,615.77 | \$ | 9,196,217.05 |

LIABILITIES AND CAPITAL

| Current Liabilities |  |  |  | \$ | $\begin{array}{r} 38,798.60 \\ 30,000.00 \\ \hline \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | \$ | 4,150.95 |  |  |
| 23000 | Accrued Expenses |  | 30,000.00 |  |  |
|  | Total Current Liabilities |  | 34,150.95 | $\leftarrow$ | 68,798.60 |
| Long-Term Liabilities |  |  |  |  |  |
|  | Total Long-Term Liabilities |  | 0.00 |  | 0.00 |
|  | Total Liabilities |  | 34,150.95 |  | 68,798.60 |
| Capital |  |  |  |  |  |
| 33000 | Dividend Distrib's (Ptr Draws) |  | 0.00 |  | 237,879.03 |
| 39000 | Retained Earnings |  | 9,127,418.45 |  | 8,898,294.12 |
|  | Net Income |  | 104,046.37 |  | $(8,754.70)$ |
|  | Total Capital |  | 9,231,464.82 |  | 9,127,418.45 |
|  | Total Liabilities \& Capital | \$ | 9,265,615,77 | \$ | 9,196,217.05 |


|  | Plaza Extra Partnership <br> Income Statement |
| :--- | :--- | ---: | :--- |
|  |  |
|  | For the Six Months Ending June 30, 2019 |

## Plaza Extra Partnership

Balance Sheet
As of December 31, 2018 and 2017

|  | As of 12/31/18 |  | As of 12/31/17 |  |
| :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |
| Current Assets |  |  |  |  |
| 10600 Cash - Bank Claims 9091 | \$ | 289,139.80 | \$ | 332,197.67 |
| 10700 Cash - Bank Liquid 9075 |  | 124,885.24 |  | 125,125.24 |
| 14000 Due from (to) Yusufs |  | 44,619.28 |  | 0.00 |
| 15100 Marketable Securities - BPPR |  | 8,784,531.90 |  | 9,100,817.60 |
| 15150 Unrealized (Gain) Loss-BPPR |  | $(48,512.47)$ |  | $(593,013.21)$ |
| Total Current Assets |  | 9,194,663.75 |  | 8,965,127.30 |
| Property and Equipment |  |  |  |  |
| Total Property and Equipment |  | 0.00 |  | 0.00 |
| Other Assets |  |  |  |  |
| 19000 Deposits |  | 1,553.30 |  | 1,515.42 |
| Total Other Assets |  | 1,553.30 |  | 1,515.42 |
| Total Assets | \$ | 9,196,217.05 | \$ | 8,966,642.72 |

## LIABILITIES AND CAPITAL

| Current Liabilities |  |  |  | \$ | $\begin{aligned} & 38,348.60 \\ & 30,000.00 \\ & \hline \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | \$ | 38,798.60 |  |  |
| 23000 | Accrued Expenses |  | 30,000.00 |  |  |
|  | Total Current Liabilities |  | 68,798.60 |  | 68,348.60 |
| Long-Term Liabilities |  |  |  |  |  |
|  | Total Long-Term Liabilities |  | 0.00 |  | 0.00 |
|  | Total Liabilities |  | 68,798.60 |  | 68,348,60 |
| Capital |  |  |  |  |  |
| 33000 | Dividend Distrib's (Ptr Draws) |  | 237,879.03 |  | 0.00 |
| 39000 | Retained Earnings |  | 8,898,294.12 |  | 8,724,223.50 |
|  | Net Income |  | (8,754.70) |  | 174,070.62 |
|  | Total Capital |  | 9,127,418.45 |  | 8,898,294.12 |
|  | Total Liabilities \& Capital | \$ | 9,196,217.05 | \$ | 8,966,642.72 |

## Plaza Extra Partnership

Income Statement
For the Years Ended December 31, 2018 and 2017

|  |  | 12/31/18 |  | 12/31/17 |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Revenues |  |  |  |  |  |
|  | Total Revenues |  | 0.00 |  | 0.00 |
| Cost of Sales |  |  |  |  |  |
| 50000 | COS - Purchases | \$ | 65.72 |  |  |
|  | Total Cost of Sales |  | 65.72 |  | 0.00 |
|  | Gross Profit |  | (65.72) |  | 0.00 |
| Operating Expenses |  |  |  |  |  |
| 60000 | Accounting Fees |  | 7,107.00 | \$ | 13,855.00 |
| 60800 | Bank Charges |  | 240.00 |  | 381.80 |
| 61300 | Contract Labor Expense |  | 27,800.00 |  | 25,800,00 |
| 63900 | Interest Expense |  | 9,405.31 |  | 0.00 |
| 64500 | Legal Fees Expense |  | 0.00 |  | 15,372.10 |
| 66400 | Rent Expense - Other |  | 8,497.27 |  | 7,544.48 |
| 67200 | Taxes - Empr FICA \& Medicare |  | 0.00 |  | 37,448.60 |
| 67400 | Taxes - Empr FUTA Expense |  | 0.00 |  | (74,779.10) |
| 68400 | Utilities - Electric |  | 183,854.44 |  | 800.00 |
|  | Total Operating Expenses |  | 236,904.02 |  | 26,422.88 |
|  | Net Operating Income |  | (236,969.74) |  | $(26,422.88)$ |
| Other Income (Expense) |  |  |  |  |  |
| 80000 | Other Income (Expense) |  | 0.00 |  | 4,500.00 |
| 80150 | Interest Income - Nontaxable |  | 186,840,28 |  | 176,435,07 |
| 80200 | Dividend Income |  | 114,187.01 |  | 92,410.00 |
| 80800 | Broker \& Account Mgt Fees |  | $(57,492,40)$ |  | $(55,140.72)$ |
| 81100 | Proceeds from Securities Sold |  | 915,473,78 |  | 891,456.25 |
| 81200 | Cost of Securities Sold |  | (864,266.56) |  | (852,582.15) |
| 81300 | Basis Adj's Securities Sold |  | (83,714.44) |  | $(73,521.00)$ |
| 83100 | ST Cap Gain Distrib's - BPPR |  | 0.00 |  | 300.03 |
| 83200 | LT Cap Gain Distrib's - BPPR |  | 17.187.37 |  | 16,636.02 |
|  | Total Other Income (Expense) |  | 228,215.04 |  | 200,493.50 |
|  | Net Income | (\$ | 8,754.70) | \$ | 174,070.62 |

Plaza Extra Partnership
Balance Sheet
As of December 31, 2017 and 2016

|  | 12/31/17 |  | 12/31/16 |  |
| :---: | :---: | :---: | :---: | :---: |
| ASSETS |  |  |  |  |
| Current Assets |  |  |  |  |
| 10600 Cash - Bank Claims 9091 | \$ | 332,197.67 | \$ | 454,162.15 |
| 10700 Cash - Bank Liquid 9075 |  | 125,125.24 |  | 125,365.24 |
| 15100 Marketable Securities - BPPR |  | 9,100,817.60 |  | 8,369,401.67 |
| 15150 Unrealized (Gain) Loss-BPPR |  | $(593,013.21)$ |  | $(57,590.78)$ |
| Total Current Assets |  | 8,965,127.30 |  | 8,891,338.28 |
| Property and Equipment |  |  |  |  |
| Total Property and Equipment |  | 0.00 |  | 0.00 |
| Other Assets |  |  |  |  |
| 19000 Deposits |  | 1,515.42 |  | 0.00 |
| Total Other Assets |  | 1,515.42 |  | 0.00 |
| Total Assets | \$ | 8,966,642.72 | \$ | 8,891,338.28 |

## LIABILITIES AND CAPITAL

| Current Liabilities |  |  |  | \$ | $\begin{array}{r} 137,114.78 \\ 30,000.00 \\ \hline \end{array}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | \$ | 38,348,60 |  |  |
| 23000 | Accrued Expenses |  | 30,000.00 |  |  |
|  | Total Current Liabilities |  | 68,348.60 |  | 167,114.78 |
| Long-Term Liabilities |  |  |  |  |  |
|  | Total Long-Term Liabilities |  | 0.00 |  | 0.00 |
|  | Total Liabilities |  | 68,348,60 |  | 167,114.78 |
| Capital |  |  |  |  |  |
| 33000 | Dividend Distrib's (Ptr Draws) |  | 0.00 |  | (563,287.25) |
| 39000 | Retained Earnings |  | 8,724,223.50 |  | 9,807,484.84 |
|  | Net Income |  | 174,070.62 |  | $(519,974.09)$ |
|  | Total Capital |  | 8,898,294.12 |  | 8,724,223.50 |
|  | Total Liabilities \& Capital | \$ | 8,966,642.72 | \$ | 8,891,338.28 |

## Plaza Extra Partnership <br> Income Statement <br> For the Years Ended December 31, 2017 and 2016



Plaza Extra Partnership
Balance Sheet
As of December 31, 2016 and Prior Year
As of: $12 / 31 / 16 \quad 12 / 31 / 15$

ASSETS

| Current | Assets |
| :--- | :--- |
| 10300 | Cash in Bank - Operating |
| 10350 | Cash in Bank - Payroll |
| 10600 | Cash - Bank Claims 9091 |
| 10700 | Cash - Bank Liquid 9075 |
| 13100 | Prepaid Insurance |
| 14600 | Due from (to) Hamed |
| 15100 | Marketable Securities - BPPR |
| 15150 | Unrealized (Gain) Loss-BPPR |
|  |  |
|  | Total Current Assets |

Property and Equipment
Total Property and Equipment
$\overline{0.00}$

Other Assets
Total Other Assets

| 0.00 |  |  | 0.00 |
| :---: | :---: | :---: | :---: |
| \$ | 8,891,338.28 | \$ | 9,961,650.96 |

## LIABILITIES AND CAPITAL

| Current Liabilities |  |  |  | \$ | 80,866.12 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 20000 | Accounts Payable - Trade | \$ | 137,114.78 |  |  |
| 23000 | Accrued Expenses |  | 30,000.00 |  | 73,300.00 |
|  | Total Current Liabilities |  | 167,114.78 | < 154,166,12 |  |
| Long-Term Liabilities |  |  |  |  |  |  |
|  | Total Long-Term Liabilities |  | 0.00 |  | 0.00 |
|  | Total Liabilities |  | 167,114.78 |  | 154,166.12 |
| Capital |  |  |  |  |  |
| 33000 | Dividend Distrib's (Ptr Draws) |  | $(563,287.25)$ |  | 41,838,791,22) |
| 39000 | Retained Earnings |  | 9,807,484.84 |  | 49,150,981.20 |
|  | Net Income |  | $(519,974.09)$ |  | 2,495,294.86 |
|  | Total Capital |  | 8,724,223.50 |  | 9,807,484.84 |
|  | Total Liabilities \& Capital | \$ | 8,891,338.28 | \$ | 9,961,650.96 |


|  | Plaza Extra Partnership |
| :---: | :---: |
|  | Income Statement |
| For the Twelve | e Months Ending December 31, 2016 |


|  | Year Ended: | 12/31/16 | 12/31/15 |
| :---: | :---: | :---: | :---: |
| Revenues |  |  |  |
| 40000 | Revenue - Sales | \$ 0.00 | \$ 22,588,317.54 |
| 40800 | Revenue - Less Pharmacy Sales | 0.00 | $(143,332.60)$ |
| 41000 | Revenue - Net Lotto Sales | 0.00 | 5,711.52 |
| 42000 | Revenue - Net Phone Card Sales | 0.00 | 12,459.00 |
| 47000 | Revenue - Miscellaneous Sales | (50.00) | 64,285.87 |
| 48000 | Revenue - Sales Discounts | $(3,680.00)$ | $(282,606.98)$ |
| 49000 | Revenue - Rental Income | 0.00 | 9,000.00 |
|  | Total Revenues | (3,730.00) | 22,253,834.35 |
| Cost of Sales |  |  |  |
| 50000 | COS - Purchases | (410.00) | 12,778,564.70 |
| 50900 | COS - Inventory Adjustments | 0.00 | 224,479.87 |
| 51000 | COS - Freight Expense | 260.00 | 816,482.07 |
| 52000 | COS - Excise Tax Expense | 0.00 | 110,008.18 |
| 52200 | COS - US Customs Expense | 2,250.00 | 167,163.79 |
| 52400 | COS - Broker Fees | 0.00 | 1,107.00 |
| 54000 | COS - Supplies | 0.00 | 10,811.22 |
| 58000 | COS - Less Vendor Rebates | 0.00 | $(617,549.85)$ |
|  | Total Cost of Sales | 2,100.00 | 13,491,066.98 |
|  | Gross Profit | $(5,830,00)$ | 8,762,767.37 |
| Operating Expenses |  |  |  |
| 60000 | Accounting Fees | 1,550.00 | 18,315.00 |
| 60100 | Advertising \& Promotion | 0.00 | 71,565.35 |
| 60500 | Auto Expenses | 0.00 | 1,048.28 |
| 60700 | Bad Debts Expense | 0.00 | 31,341,06 |
| 60800 | Bank Charges | 240.00 | 18,982.57 |
| 61000 | Cash Short (Over) | 0.00 | 50,408.96 |
| 61050 | CC Batch (Over) Short | 0.00 | $(15,182.70)$ |
| 61100 | Charitable Contributions | 0.00 | 150,00 |
| 61200 | Computer Supplies \& Expense | 0.00 | 4,714.45 |
| 61300 | Contract Labor Expense | 45,000.00 | 98,395.98 |
| 61800 | Depreciation Expense | 0.00 | 65,109.99 |
| 62100 | Education Assistance Expense | 0.00 | 2,000.00 |
| 62300 | Employee Benefits Expense | 0.00 | 1,600.00 |
| 63000 | Insurance - Emp Health | 397.61 | 113,478.35 |
| 63200 | Insurance - Gen Liability | 50,000.40 | 223,586.23 |
| 63400 | Insurance - Property | 0.00 | 187,444.27 |
| 63600 | Insurance - Workers' Comp | 317.99 | 27,506.08 |
| 64500 | Legal Fees Expense | 70,295,30 | 300,873.32 |
| 64900 | Meals \& Entertainment Expense | 0.00 | 2,780.02 |
| 65100 | Merchant Fees - MC/Visa/Amex | 0.00 | 259,725.80 |
| 65200 | Merchant Fees - Telecheck | 0.00 | 6,505.35 |
| 65300 | NSF Checks Expense | 0.00 | $(4,299.91)$ |
| 65500 | Office Supplies \& Expense | 0.00 | 6,935.48 |
| 65700 | Postage \& Overnight Delivery | 0.00 | 2,149.43 |
| 65900 | Physical Inventory Expense | 0.00 | 71,654.91 |
| 66000 | Rent Expense - Buildings | 0.00 | 669,775.94 |

Plaza Extra Partnership
Income Statement
For the Twelve Months Ending December 31, 2016

|  | Year Ended: | 12/31/16 | $12131 / 15$ |
| :---: | :---: | :---: | :---: |
| 66400 | Rent Expense - Other | 8,880.66 | 4,883.31 |
| 66700 | Repairs \& Maintenance Expense | 0,00 | 234,688.36 |
| 66900 | Security Expense | 0.00 | 11,066.42 |
| 67000 | Taxes - Gross Receipts | 0.00 | 1,156,679.56 |
| 67200 | Taxes - Empr FICA \& Medicare | 0.00 | 188,216.20 |
| 67400 | Taxes - Empr FUTA Expense | 65,826.29 | 37,727,99 |
| 67500 | Taxes - Empr VI Unemp | 38,751.42 | 47,756.21 |
| 67600 | Taxes-Licenses | 0.00 | 1,200.00 |
| 67900 | Taxes - Penalties | 0.00 | 1,746.28 |
| 68000 | Telephone Expense | 0.00 | 12,986.72 |
| 68100 | Trash Removal | 0.00 | 16,841.00 |
| 68200 | Travel \& Hotels Expense | 8,500.00 | 15,448.84 |
| 68400 | Utilities - Electric | 0.00 | 1,078,100.15 |
| 68600 | Utilities - Gas \& Diesel | 0.00 | 10,388.49 |
| 68800 | Utilities - Water | 0.00 | 10,387.82 |
| 69000 | Wages - Officer Salaries | 297,881.00 | 260,653.22 |
| 69200 | Wages - Managers | 87,496.29 | 718,959.39 |
| 69300 | Wages - Other | 0.00 | 1,745,252.64 |
| 69400 | Wages - Bonuses | 0.00 | 1,000.00 |
| 69500 | Wages - Vacation | 0.00 | 456.72 |
|  | Total Operating Expenses | 675,136.96 | 7,771,003.53 |
|  | Net Operating Income | (680,966.96) | 991,763.84 |
| Other Income (Expense) |  |  |  |
| 80000 | Other Income (Expense) | 13,131.83 | 42,366.44 |
| 80100 | Interest Income - Taxable | 249.05 | 157,097.72 |
| 80150 | Interest Income - Nontaxable | 178,159.03 | 471,397.37 |
| 80200 | Dividend Income | 82,308.09 | 95,050.85 |
| 80800 | Broker \& Account Mgt Fees | $(52,571.43)$ | $(90,064.35)$ |
| 81100 | Proceeds from Securities Sold | 817,845.72 | 31,568,057.86 |
| 81200 | Cost of Securities Sold | $(824,167.34)$ | (30,657,894.75) |
| 81300 | Basis Adj's Securities Sold | $(66,569.15)$ | $(106,243.32)$ |
| 83100 | ST Cap Gain Distrib's - BPPR | 208.97 | 181.48 |
| 83200 | LT Cap Gain Distrib's - BPPR | 12,398.10 | 32,581.72 |
| 89200 | Settlements \& Fines Paid | 0.00 | (9,000.00) |
|  | Total Other Income (Expense) | 160,992.87 | 1,503,531,02 |
|  | Net Income | (\$ 519,974.09) | \$ 2,495,294,86 |

Hamed v. Yusuf, SX-12-CV-370
Yusuf's Opposition to Hamed's Motion to Compel as to Hamed Claim -H-165 Regarding \$176,267.97 in Unclear Accounting Entries
Page 19 of 19

## Exhibit I

## Charlotte Perrell

| From: | Kim Japinga [kim@japinga.com](mailto:kim@japinga.com) |
| :--- | :--- |
| Sent: | Thursday, December 20, 2018 12:03 PM |
| To: | Charlotte Perrell; Carl@hartmann.attorney |
| Cc: | Gregory Hodges; kim@japinga.com |
| Subject: | RE: Charlotte ?????? Are you there? 11 am AST conf ? |

Good morning, Charlotte,

We don't need to meet tomorrow, as we are filing a motion to compel now. So, no meeting tomorrow.

Thanks, Kim

From: Charlotte Perrell [Cperrell@dilow.com](mailto:Cperrell@dilow.com)
Sent: Thursday, December 20, 2018 10:33 AM
To: Carl@hartmann.attorney
Cc: Gregory Hodges [Ghodges@dtflaw.com](mailto:Ghodges@dtflaw.com); Japinga, KiM <kimplapinga, com>
Subject: Re: Charlotte ?????? Are you there? 11 am AST conf ?

Carl and Kim,

I am in a meeting and I had this down for tomorrow-Friday at 11 AST. My apologies if I had the wrong day. I am a bit tied up today but can still make the time tomorrow.

Charlotte
Sent from my iPhone

On Dec 20, 2018, at 11:19 AM, Carl Hartmann <cari@carthartmann,com> wrote:
We called into DTF and they could not locate you.

Are you available?

Carl

CARL J. HARTMANN III
WEBSITE: WWW HARTMANN ATTORNEY
EMAIL: CNRLPHARTMANN ACTPITMEY
ALl FAXES: (202) 403-3750
D.C. TELEPHONE: (202) 518-2970

USVI TELEPHONE: (340) 642-4422

## EXHIBIT I

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

| Year $\quad$ 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 |

Flle: IBENTTENANT96I013196.WK3


Virgin Isiands Community Bank
Acoount \#182-600135
Tenant Account

AJE \#2

February 1996

| 567 | 5300 | 1,500.00 * | Alired Ferrol |
| :---: | :---: | :---: | :---: |
| 588 | 6690 | 200.00* | Robert Rlvara |
| 569 | 6890 | 300.00 * | Larry Motta |
| 590 | 5300 | 2,700.00 | Rudt Calnes |
| 591 | 6250 | 1,054.02 * | WAPA |
| 692 | 5300 | 611.10 * | Pan Am Dist. |
| 593 | 5300 | 114.00* | Pan Am Dist. |
| 594 | 6250 | 530.50* | WAPA |
| 595 | 6690 | 200.00 * | Robart Rivera |
| 596 | 6690 | 311,05* | Larry Moita |
| 697 | 5400 | 38.25 * | St. Crolx Avls |
| 598 | B150 | $\checkmark 97.92$ * | VITELCO |
| 599 | 5900 | 90.00* | Enger Phillips |
| 600 | 5300 | 807.31 * | Alfred Ferrol |
| 601 | 6890 | 200.00* | Robert Plvera |
| 602 | 6890 | 316.45* | Lary Motta |
| 603 | 5300 | 75.00 | Dad V. Onestop |
| 604 | 5300 | 80.00* | Ocean System |
| 605 | \$300 | 700.00* | Jamas Estridge |
| 606 | 6690 | 200,00* | Robert Plvera |
| 607 | 5300 | 165,00 | Sunny Refridg. |
| 608 | 6690 | 315.49* | Larry Motta |
| 809 | 6150 | $\checkmark 36.63$ * | VITELCO |
| 610 | 8710 | -1,000,00 * | Usra Yusuf |
| 611 | 2200 | 1,598.27 | V.I. B.I.R.- Gross Tax |
| 612 | 6150 | $\checkmark 117.17$ | STSJ Telephone |
| 613 | 0 | Vold* | Vold |
|  |  | 13,368,16 |  |

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

AJE \#2

March 1996

Cheok \# G/LAccL \# Disbursements.


Virgin Islands Community Bank Acoount 坓182-600135 Teriant Account

G/L \#1058

April 1906

Check \# G/L Aoct. \# Disbursements

| 635 | 6690 | 200.00* | Roberto Rlvera |
| :---: | :---: | :---: | :---: |
| 636 | 6690 | 300,00 * | Larry Motta |
| 637 | 5300 | 1,500.00* | Rudt Calnes |
| 638 | 5300 | 90.00* | Ocean Systems |
| 639 | 5300 | 30.00* | Edgar Phillips |
| 640 | 6250 | 962.02* | WAPA |
| 641 | 1201 | 6,000,00* | Plaza Transier |
| 642 | 6690 | 160.00 * | Roberto Rivera |
| 643 | 5300 | 55.97 * | Glldden Paint |
| 644 | 6250 | 321.94 * | WAPA |
| 645 | 8890 | 305.97 * | Larry Motta |
| 646 | 5400 | 127.50 | St. Crolx Avis |
| 647 | 5250 | 2,247,43* | Bryant. White |
| 648 | 5250 | 37.50* | Bryanf, White |
| 649 | 1201 | 6.98 * | Plaza Transier |
| 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 |
| 664 | 6840 | /500.00* | V.I. Bureau of Internal Rev, -F.Yusuf |
| 655 | 1201 | 5,000,00 * | Plaza Transfer |
| 656 | 0 | Vold* | Vold |
| 657 | 5300 | 1,003.33* | Joe Greenway |
| 658 | 6690 | 200.00* | Roberto Rivera |
| 659 | 1201 | 2,000.00 | Plaza Transier |
| 660 | 6690 | 302.95 * | Larry Motla |
| 661 | 5300 | 2,800.00 * | Gregory Sohuster |
| 662 | 5300 | 6,234.00 | Florlda Welding |
| 663 | 1201 | 8,000.00 | Plaza Transfer |
| 664 | 6150 | $\checkmark 41.98$ | STSJ Global |
| 665 | 5300 | 436.45 | ABC Services |
| 666 | 6690 | 200,00 | Robarto Rivera |
| 667 | 6690 | 300.00 | Larry Motta |
| 668 | 5300 | 1,800,00 | Rudy Caines |
| 669 | 6150 | 30.01* | Vitelco |
| 670 | 6850 | 1,366.72 | V.I, Bureau of Internal Revenue |
|  |  | 45,496,65 |  |

Page 1 of 1

| Virgin Islands Community Bank Acoount \#182-600135 Tenant Account |  | G/L \#1058 | AJE \#2 |
| :---: | :---: | :---: | :---: |
|  |  | May 1996 |  |
| Cheok \# | G/L Acot. \# | Disbursements |  |
| 671 | 4500 | 492.00 * | Growley American |
| 672 | 6710 | 500.00 * | Joseph Greenway |
| 673 | 5300 | 90.00* | Ocean Systems |
| 674 | 6690 | 200.00* | Roberto Rivera |
| 675 | 6690 | 300.00 * | Larty Motta |
| 676 | 6710 | 29.75 | St. Grolx |
| 677 | 6250 | 1,109.09 * | WAPA |
| 678 | 6260 | 383.66 * | WAPA |
| 679 | 5300 | 1,551,60* | Superior Block |
| 680 | 6050 | 1,117.84* | Carlbe Do-lt Center |
| 681 | 6690 | 300.00 * | Larry Motta |
| 682 | 6690 | 200.00 * | Robert Rivera |
| 683 | 5300 | 1,200,00* | Rudy Calnes |
| 684 | 6150 | 291.42 * | Cellular Ona |
| 685 | 6050 | 1,145,94* | Cariba Do-ll Center |
| 686 | 6710 | 400.24 * | Shnarna |
| 687 | 1201 | 4,000,00 | Plaza Extra - Transfer |
| 688 | 6690 | 200.00* | Robert Rlvera |
| 689 | 5300 | 263.00 * | Joseph Greanway |
| 690 | 6690 | 304.40* | Larry Motta |
| 691 | 1201 | 13,000,00 * | Plaza Extra - Transfer |
| 692 | 1201 | 1,500,00 * | Plaza Extra - Tranaler |
| 693 | 6050 | 3,056,60 * | Caribe Do-it Center |
| 694 | 6710 | 30,00* | Olson Willams |
| 695 | 5900 | 269.38* | Pet-Lock Electrical Supply |
| 696 | 1201 | 3,500.00 | Plaza Extra - Transier |
| 697 | 5300 | 1,935.06 * | Floor Speolalists |
| 698 | 5300 | 128.94 * | Glldden Paint Co. |
| 699 | 6690 | 316.00 * | Larry Motta |
| 700 | 6690 | 200.00 * | Robert Rlvara |
| 701 | 5300 | 306.15 | Sonny's Refridgeration |
| 702 | 6050 | 454.15* | Caribe Do-lt Center |
| 703 | 5300 | 441.84 * | Glldden Palnt Co. |
| 704 | 0 | Vold* | Vold |
| 705 | 0 | Vold* | Void |
| 706 | 6050 | 88.00* | Caribe Do-it Center |
| 707 | 5300 | 40.00 | ABC Services |
| 708 | 2200 | 1,184.04 | VIBIR - Gross Recelpts - April 1996 |
| 709 | 1201 | 5,500,00 | Plaza Extra - Transfor |
| 710 | 6050 | 599,00 | Cartbe Do-lt Center |
| 711 | 5300 | 486.00 | Gulf Coast Custom Kitchen |
| 712 | 6690 | 200.00 | Robert Rivera |
|  |  | 47,323,00 |  |

$$
\text { Page } 1 \text { of } 3
$$

Virgin Islands Community Bank
G/L \#1058
AJE \#2
Account \#182-600135
Tenant Account
Junc 1996
Check if G/L, Acct. if Disbursoments

| 713 | 6150 | $\checkmark 24.93$ * 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 | $\checkmark 40.30$ * Vitelco |
| 739 | 5300 | 90.00* Ocean System |
| 740 | 1201 | 6,000.00 Plaza Transfer |
| 741 | 5300 | $336,00{ }^{\text {* V,I, Cement }}$ |
| 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 |
|  |  | 44,514.11 |

Virgin Islands Community Bank G/L \#1058 AJE \#1

Account \#182-600135
Tenant Account

G/L\#1058 AJE \#1

July 1996
Check \# G/LAccl. \# Disbursements

| 747 | 6250 | - 996.02* WAPA |
| :---: | :---: | :---: |
| 748 | 1201 | 1,000.00* Plaza Transfer |
| 749 | 5300 | 695,52 * Quality Electric |
| 750 | 6710 | 200.00 * Roberto Rlvera |
| 751 | 1201 | 4,182.00* Plaza Transfer |
| 752 | 6690 | 306,69 * Larry Motta |
| 753 | 5300 | 90,00* Ocean Systems |
| 754 | 0 | Void Vold |
| 755 | 6250 | 450,54 WAPA |
| 756 | 5300 | 4,500:00* Jeseph Greenway |
| 757 | 6710 | 200.00 * Roberto Rivera |
| 758 | 6690 | 300.00 - Larry Motta |
| 759 | 5300 | 1,900.00 * Rudy Calnes |
| 760 | 5400 | 231.00 * St. Croix Avis |
| 761 | 5300 | 500,00 * Jeseph Greenway |
| 762 | 6150 | - 93.60 * Telephone |
| 763 | 6710 | 200.00 * Roberto Rivera |
| 764 | 6710 | 200.00 * Roberto Rivera |
| 765 | 6150 | $\sqrt{36.30}{ }^{\text {* Vitelco }}$ |
| 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 |

Page 1 of 3

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

G/L \#1058 AJE \#2

August 1996
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 Mota |
| 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 | 6590 | 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 | L267.72 | Telephone |
| 792 | 1201 | 12,000.00 | Plaza Extra |
| 793 | 6650 | 1,199,02 | Gross Receipts Tax |
| 794 | 6710 | 200.00 | Roberto Rivera |
| 795 | 6150 | $\checkmark 32.44$ | Telephone |
| 796 | 6690 | 300.00 | Larry Motta |
| 797 | 6250 | 393.82 | WARA |
| 798 | 5300 | 2,000,00 | Rudy Caines |
|  |  | 40,297.84 |  |


|  |  | Page 1 of 1 |  |
| :---: | :---: | :---: | :---: |
| Vligin Islands Community Bank Account \#182-600135 Tenent Account |  | G/L \#1058 | AJE \#2N |
|  |  | September 1996 |  |
| Check \% | G/L Acct. 11 | Disbursements |  |
| 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 | 6590 | 300.00 | Larry Molta |
| 813 | 6150 | 38.30 * | Telephone |
| 814 | 5150 | 225.00 * | Brammer Chasen \& $\mathrm{O}^{\prime}$ Connell |
| 815 | 6710 | 200.00 | Roberto Rivera |
| 816 | 5300 | 90.00 | Ocean Systeris |
| 817 | 5300 | 1,022.50 | Gar Services |
| 818 | 6115 | 549.19 | Carib-Do-It-Center |
| 819 | 6690 | 300.00 | Larry Morta |
| 820 | 6250 | 399.18 * | WAPA |
| 821 | 6650 | 1,271.85 | Gross Receipts Tax - Aug. 1996 |

Paga 1 of 1

| Virgin Islands Community Bank Account \#182-600135 <br> Tenant Account |  | G/L \#1058 | AJE \#2 |
| :---: | :---: | :---: | :---: |
| Check 去 | G/L Accl. \#f | October 1996 <br> 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 ${ }^{\text {* }}$ | Vold |
| 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 * | Occan Systems |
| 837 | 6150 | $\sqrt{84.83}$ * | Vitelca |
| 838 | 0 | Vold ${ }^{\text {* }}$ | Vold |
| 839 | 6710 | 200.00 * | Roberto Rivera |
| 840 | 6710 | 55.00 | Pedro Huggins |
| 841 | 6690 | $326.75{ }^{\text {* }}$ | Larry Motta |
| 842 | 6650 | 1,052.23 | Gross Receipts Tax - Sept. 1996 |
| 843 | 6710 | 25:00 | Pedro Huggins |
| 844 | 6150 | $\checkmark 208.93$ | STSJ Telephone |
|  |  | 19,780.2.9 |  |




# IN THE DISTRRCT COURT OF TIIE VIRGIN ISLANDS DIMISION OF ST. THOMAS AND ST. JOHN 

-JAN 042005

UNITED STATES OF AMERICA, aind GOVERNMENT OF THE VIRGIN ISLANDS, Plaintiff, *.

FATH YUSUT MOHAMAD YUSUF akn Fathi Yusuf,
WALEED MOHAMMAD HAMED, aka Wally Hamed.
WAHEED MOHAMMED HAMED, aika Whillie Hamed.
MAHER FATHI YUSUF,
aka Mikc Yusuf.
ISAMMOHAMAD YOUSGF. aka Sam Yousuf,
NESEH FATHI YUSUF, and UNITED CORPORATION dora Plaza Extra,

Defendants.

## DRAFT SUMMARY SCHEDULES

Claims
H-150, H-160 \& Y-5

Urited States \& The Goverment of the Virgin Islands v. Fathi Yusuf Mohammed Yusuf, et. al. Draft Summary Schedules.

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United States \& The Government of the Virgin Islands v. Fathi Yusuf Mohanmed Yusuf, et. al, Draft Summary Schedules

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TABZ
TAB AA

Computation of Additional Taxable Income,
Waleed Hamed, 1996-2001
Deposit Analysis, Banque Francaise Commerciale, Waleed Hamed, Account 40606387890

Deposit Ánalysis, Cairo Amman Bank, Waleed Mohamad Hamed, Account 02501171878

Deposil Analysis, Cairo Amman Bank, Waleed Mohamad Hamed, Account 02533171878

Deposit Aralysis, Cairo Amman Bank, Waleed Mohamad Hamed, Account 6101863

Deposit Analysis, Virgin Islands Community Bank, Wally Hanced, Accourit 182605817

Deposit Analysis, Virgin Jslands Community Bank, Wally Hamed, Account 182556086

Deposit Analysis, Bank of Nova Scotia, Waleed Hamed, Account 5800308313

Deposit Analysis, Banco Popular, Wally Hamed, Account 194-602753

Deposit Analysis, Merill Lynch, Wally Hamed, Account, 140-16184

Corrected Taxable Income and Tax, Wahieed Hamed, 1997-2000

Schedule of Cash Recoipts for Waheed Hamed
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Deposit Analysis, Sixteen Plus Corporation, Bank of Nova Scotia, Accoupt 39411

Deposit Analysis, Plessen Enterprises, Inc., Bank of Nova Scotia, Account 45012

## SUMMARY GROSS INCOME ANALYSIS PLAZA EXTRA 1996


+


## SUMMARY GROSS INCOME ANALYSIS PLAZA EXTRA 1997



## SUMMARY INCOME ANALYSIS PLAZA EXTRA 1998




## SUMMARY INCOME ANALYSIS PLAZA EXTRA 1999

|  | STT Actual Salas | STT Salos Pet Crase Recoptiter Resurn | $\begin{aligned} & \text { Achol SMer Losy } \\ & \text { Safay Per Con Tox } \end{aligned}$ Actums | STX Actual 5ates | $57 x 52 \mathrm{el} \mathrm{Fen}$ Gress Recreat Yex Retwm | Astuas Sates Leas Sslen Pet G/R Tax Rexims | Total Acrual Sates | Toot Syes Per Grate Recopt Tor Return | Iotal Unseportad Salas |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jan-99 | 2,687,273.91. | 2,307,905:81 | 380,168.10 | 2,225,029,12 | 1,973,205,67 | 251,822.45 | 4,812,303,03 | 4.280, 312.48 | 631.990.55 |
| Feb-99 | 2,397,038,02. | 5,764,330.82 | 632.707.20 | 2,340,291.70 | 1,955,697,55 | 384,594.15 | 4,737,329.72 | 3,720,028.37 | $1.017,301.35$ |
| Mat-0g | 2.641.727,821 | 2,012,801.10 | 628,826.72 | $2,102,124.16$ | 1,954,503,14 | 147.621.02 | 4.743 .851 .98 | 3,967,404.24 | 776.447 .74 |
| Anr-99. | 2,604,675.77 | 2,012,235.25 | 592,440.52 | 1,726,159.69 | 1.726,159.69 | 0.00 | 4,330,635.46 | 3,738,394,94 | 592.440.52 |
| May-69 | 2,627,431.65 | 1,870,660,83 | 7.47.870.82 | 1,996.270.17 | 1,511,272.86 | 484,897.31 | 4,623,701.82 | 3,390.833.69 | 1,232,868.13 |
| Jun-99 | 2,522.727.80 | 1,513,176.35 | 1,009,551.45 | 4,5227.629,19 | 1,527.629.19 | 0.00 | 4,050,356.99 | 3,040,805,64 | 1,009.551.45 |
| sul'99 | 2,712,009.72 | 1,766.592.43 | 045,417.29 | 2,391,978,61 | 1,682,258,46 | 709.720.15 | 5,103,983.33 | 3.448.050.89 | 1.655,137.44 |
| Aug: 99 | 2,546,307,.88 | 1,924,520.69 | 621.787.29 | 2,164,725,45 | 1,480,007.10 | 684.718 .35 | 4,711,033,43 | 3,404,527,79 | 1,305.505.64 |
| Sop.99 | 2,437,284,11 | 1,585,697,51 | 851,586.60 | 2,344, 621.62 | 1,697,356.52 | 647,465.10 | 4,782,105.73 | 3,283,054.03 | 1.490,051.70 |
| Oct. 99 | 2,672,027.08 | 1.850, 143.18 | 822.484.80 | 2,440.280.37 | 1,861,183.93 | 579,096.44 | 5,112,908.35 | 3,711,327.11 | 1,401,581.24 |
| Nov.99: | 2.735,279.24 | 1,787,136,73 | 948,442.51 | 2.644,535.06 | 1,940,736.43 | 703,799.53 | 6,379,815.20: | 3,727,873.15 | 1.551,942,04 |
| Do0-99! | $3,288,780,241$ | 2,061,572.22 | 1,227,208,02! | 3,280,994.18 | 2,192,186.74 | 1,088,807,44 | 6,569,774,42 | 4.253,758.96. | 2,316,015.46 |
|  | $31,873,164.241$ | 22,464,872.92 | 9,408,191.32 | 27,184,840.22. | 21,502,198 28 | 6,082,641.94 | 59.059.004.46 | 43,967,171.20 | 15.090,633.26 |
| Gross Recceipts Tax Due 8 Owing ( $4 \%$ of Total Unraported Sules) |  |  |  |  |  |  |  |  | 603,633,33 |
|  |  |  |  |  |  |  |  |  |  |



## SUMMARY INCOME ANALYSIS PLAZA EXTRA <br> 2000

|  | STT Aenual Saley | STT Sever Per Grois Receitt Tar Retum | Actual Swiet Less Salas per Grites Relumin | STX Amtun/ Shles | STX Sales Por Gross Recert Tan Rotian | Actual 5ates Less Sales Pet car tax Retums | Tetal Actual 5 des | Tots Swas Pet Grdsat Recept Tax Relami | Total Unreported Sales |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jan-00 | 2.723,361.49 | 1,688,942.73 | 1,034.418.76 | 2,881,028.09 | 2,197,962.99 | 483.065 .10 | 5,404,389.58 | 3.886,905.72 | 1,517,483.86 |
| Feb-00 | 2,593,210,13 | 1,955,448,51 | 637.770 .62 | 2,379,830,46 | 1,995,574,54 | 384,255,92 | 4,973,049,59 | 3,951,023.05 | 1,022,026.54 |
| Mar-001 | 2,655,012.34 | 1,997,003.89 | 657,048.45 1. | * 2,607,900.30t | 1 1,802,011.38 | 614,088.02 | 5,162,912.64 | 3,889,975,27 | 1,272,937,37 |
| Apr.00 | 2.712,848.42 | 2,289,374,89 | 423,473.53 | 2,502.813.22 | 1,848,028,36 | 714,784.86 | 5,275,661.64 | 4,137,403.26 | 1,138,258.39 |
| May 00 | 2,600,109,22 | 1,769,785,35 | $830,323.87$ | 2,A89,294.50 | 1,938,970.99 | 550,323.51 | 5,089,403,72 | 3,708,756,34 | $1,390,647,38$ |
| Jan-00 | 2.517.627.34 | 1.048.947.24 | 1,468,080,10 | 2,573,925.85 | 2,042,081,96 | 531.863.89 | 5,091.553,19 | 3,091,009.20 | 2,000,543.99 |
| Jut-00 | 2,450,286,94 | 1,975,822.31 | 474,464.63 | 2,570,401.51. | 1,030,912.10 | 639,489.41 | 6,020,688,45 | $3.905 .734,41$ | $1.113,854.04$ |
| Aug.00. | 2.526,890.22 | 1,863,391,28 | 063,493,94 | 2,525,957.64 | 1,042,201.88 | 583,755.66 | 5,052,847.86 | 3.805.593.26 | 1,247,254.60 |
| Sop.00 | 2,549,719.10 | 1,889,352.07 | 680,367,03 | 2.605.413.20 | 2,241,346.71 | 364,068.49 | $5,155,132.30$ | 4,130,698.78 | 1,024,433.62 |
| Oct-00 | 2,514,049.52 | 2.275,533.61 | 23B,515.91 | 2,585,458.86 | 1,998,582.70 | 586,874.18 | 5,099,506.38 | 4,274,116.31 | B25,390,07 |
| Nov.00 | 2.739,921.07 | 2,086,093.59 | 653:828.08 | 3,427.328,92 | 2,427,227,94 | 1,000,100.98 | 6,167,250.69 | 4,513,321.53 | 1,653,929.06 |
| Duc-00: | 3,143,399,19 | 2,211.539,97 | 831,859.18 ! | 4,626,790,31. | 3,704,082,27 | 922,714.04 - | 7,770.195,47 | 5.915,622.24 | 1.8554.573.23 |
| 31,726,444,55, 23,051,295,44 |  |  | B,675,149.11 | 33,536, 146.86 | 26,159,863.92 | 7,376,282.94 | 65,262,591,41 | 49,211.159.36 | 16,051,432.05 |
| Gross Receipts Tax Due \& Owing (4\% of Total Unroported Salos) |  |  |  |  |  |  |  |  | 642,057,28 |



## SUMMMARY INCOME ANALYSIS PLAZA EXTRA 2001

|  | $5 \pi 7$ Actuat 5ales | sit Solasper ,Grots Roceipt 7 axe Retum | Actual 5ales teets Salas Por Ger Tax _ Retums | SYX Actail Satit | STX Balay Per Gron Recapt Jnx Retum | Actuol Sanas Lass Sílas Per Girtas Returns | Tenatatia'Sales | Tous Seloz Pa Grome Reciplitar Retum | Total Unroporlad Sales |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jan-01. | 12.653,333,40 | 2,155,883,04 | 497,449,46 | 4.280,302.57 | 3,425,849,65 | B54,452.92 | 6,933,635,97 | 5,581.733.59 | -1,351,902.38 |
| Feb-01 | 2,507,092.57. | 2,146,871.59 | 300,220.98 | 3,960,590.72 | 3,662,921.02 | 297,669.70 | 6,467,683.29 | 5,809,792.61 | 657,890.68 |
| Marmol: | 2,779,478,537 | 2,052,643.75 | 726,834.78 । | 4.357,592.62 | 3,322,695,50 | 1,034.897.12 | 7.137.071.15 | 5,375,339.25 | 1,761,731,90 |
| Apr-011 | 2,675,385.64 | 12,293,444.76 | 381,940.88 | 4,113,562,86 | 5, $5151,814.71$ | $(1,038,251.85)$ | 6,788,948.50 | 7,445,259,A7 | -650,310,97 |
| May-01 | 2,299,934.02 | 1,870,339.76 | 428,594:25 | 4.072.819.50 | 3,309,624.25 | 674,195,31 | 6,372,753.68 | 5,268,954.01 | 1,103,789,57 |
| Jun-011 | 2.395,314:47 | 1,653,108,54 | 742,205.03 | 4,253,507,65 | 3,209,767.99 | 1,043,739,66 | 6,648,822.12 | 4.852,876.53 | 1,785,945.59 |
| Jut-01 | 2,398,892.65 | 2,090,752.61 | 308,140,04 | 4.278,389.84 | 3,070,768,54 | 1,207,821.30 | 6,677.282.49 | 5,161,521.15 | 1,515.761.34 |
| Aug-01 | 2,403, 179,25 | 1,852.265.36 | 550,913.90 | 4.128,103,09 | 3,256,365,80 | 769,827.29 | 6,529,372.35 | 5,208, 631.16 | 1.320.741.19 |
| Sop-01 | 2,304,535.27i | 2,115,672,16 | 108,803.51 | 4,069,327,95 | 3,413,012.02 | 656.315.93 | 6,373,863,22 | 5,528,684,18 | 845.179 .04 |
| Oct-01s. | 2,083,391.04 | 1,808,228.51 | 275,162.53-i | 3,736,298,57 | 3,002.803.08 | 733,435.49 | 5,819,689,61 | 4,811.091,59 | $1.008,598.02$ |
| Nov-011 | 2,291,846.02 | 2,208,825,89 | B3,019.13 | 4,058,802.78 | 3,693,721.35 | 365,031.43 | 8,350,648,80 | 5,902,548.24 | 44B, 100.56 |
| Dea-01 | 2,564,411:51. | 2,420,846.86 | 143.564.65, | 4,647,705.041 | 3,957,883.30 | 689,911.74 | 27,212,206.55 | 6,378,730,15 | 833.476.39 |
|  | 29,356,704.38. 2 | 24,668,884.73 | 4,687,909,65 | 49,955,183.25i | 42,666,287,21 | 7,288,806.04 ! | 179,311,977.63 | 67,335,171.94 | 11,976.805.69 |
| Gross Recelpls Tax Due of Owinn (4\% of Tolal Unreported Sales) |  |  |  |  |  |  |  |  | 479,072.23 |



EXHIBIT H



## CHART 3 - Water Revenues Claimed By United



|  |  | UNITED 1 |  |  |  | UNITED 2 |  |  |  |  | November | December |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| year | January | February | March | April | May | June | July | August | September | October |  |  |
| 1993 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1994 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1995 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1996 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1997 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1998 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1999 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2000 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2001 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2002 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2003 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2004 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2005 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2006 |  |  |  |  |  |  |  |  | 9/17/2006 |  |  |  |
| 2007 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2008 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2009 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2010 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2011 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2012 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2013 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2014 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2015 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2016 |  |  |  |  |  |  |  |  |  |  |  |  |

The notations on this were made by me this $\qquad$ day of January, 2020:

## 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 Counterelaim 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


DUDLEY, TOPPEA AND FEUERZEIG, LLP 1000 Fraderiksborg Gade P.O. Box 756

SL. Thomas, U.S. V.L. 00804-0756 (340) 774-4422

Response To Hamed's Request
For Interrogatories 2 through 13 of 50
Waleed Haned et al vs, Fathit Yusuf et al.
Page 2

## RESPONSE TO HAMED'S

INTERROGATORIES 2 THROUGH 13 OF 50 - NEW CLAIM NUMBERS: Y-8, H-1, H-23,H-19, H-33, H-34, H-37, H-144, H-145, H-155, H-156, H-158 \& H-160

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 Interrogatory 2 through 13 of 50 as to New Claim Numbers: Y-8, H-1, H-23, H-19, H-33, H-34, H-37, H-144, H-145, H-155, H-156, H-158 \& H-160.

## 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

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information prepared in anticipation of litigation, or for trial, by or on behalf of Defendants or relating to mental impressions, conclusions, opinions, or legal theories of their attomeys or representatives, or any other applicable privilege or doctrine under federal or territorial statutory, constitutional or common law. Defendants' answers shall not include any information protected by such privileges or doctrine, and documents or information inadvertently produced which includes such privileged information shall not be deemed a waiver by Defendants of such privilege or doctrine.
(4) Defendants object to these Interrogatories to the extent that they seek information and documents concerning any matter that is irrelevant to the claims or defenses of any party to this action, and not reasonably calculated to lead to the discovery of admissible evidence.
(5) Defendants object to these Interrogatories to the extent that they use terms or phrases that are vague, ambiguous, or undefined. Defendants' response to such request will be based upon their understanding of the request.
(6) Defendants object to these Interrogatories to the extent they seek documents or information not in the possession, custody or control of Defendants, on the grounds that it would subject them to undue burden, oppression and expense, and impose obligations not required by the Virgin Islands Rules of Civil Procedure.
(7) Defendants have not completed either their discovery or preparation for trial of this matter. Accordingly, Defendants ${ }^{\text { }}$ responses to these Interrogatories are made 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-

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privileged, responsive information is discovered, these Interrogatories will be supplemented to the extent that supplementation may be required by the Virgin Islands Rules of Civil Procedure.
(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").

## RESPONSES TO INTERIROGATORIES

## Interrogatory 2 of 50 - New Claim Number Y-08 - Old Claim \#: Y's III.F

## 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.

## RESPONSE:

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

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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.

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Interrogatory 3 of 50 - New Claim Number H-001-- Old Claim \#: 201

## Reimbursement for sale of the Dorthea condo

Describe what was sold and to whom, as well as each payment received for the sale of that stock - with particularity. For each such payment, this will include but not be limited to payor, receiving party, amount, where deposited, present location of funds and what amount, if any, of this was given to any member of the Hamed family. Identify any documents which support or relate to your response, and any witnesses who would have knowledge and what knowledge you believe they have.

## RESPONSE:

Defendants object to this Interrogatory as it is vague, ambiguous and involves a transaction occurring prior to the Accounting Order limiting claims between the Partners to those prior to September 17, 2006.

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undertook as the Partnership accountant, Hamed should be required to compensate John Gaffney for his time in researching and preparing those responses. Furthermore, many of these inquiries as to the Partnership accounting are duplicative of questions Gaffney has previously addressed at or near the time that the transactions took place. Reorienting now as to transactions from years ago constitutes an undue burden and causes unnecessary time and expense. If Hamed seeks to revisit these issues, Hamed should bear the cost.

## Dudley, Topper and Feuerzeig, Llp

DATED: May $15^{\text {x }}, 2018$

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1000 Erodociksberg Gado
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## CERTIFICATE OF SERVICE

It is hereby certified that on this $\mathbf{S}^{\text {th }}$ day of May, 2018, I caused the foregoing a true and exact copy of the foregoing RESPONSE TO HAMED'S INTERROGATORY 2-13 OF 50 AS TO CLAIM H-143 to be served upon the following via Case Anywhere docketing system:

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## EXHIBIT

## AFFIDAVIT OF MOHAMMAD HANNUN

## TERRITORY OF THE VIRGIN ISLANDS

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) SS.

## DIVISION OF ST. CROIX

I, MOHAMMAD HANNUN, being first duly sworn, declare under penalty of perjury that the foregoing is true and correct.

1. I make this affidavit of my own personal knowledge and information.

2, I am an adult of sound mind, and a resident of St. Croix, Virgin Islands; I personally know Fathi Yusuf, Waleed Hared, and Mohammed Hamed and am family to both the Yusuf and Hamed Families because I am the brother of the wives of Fath Yusuf and Mohammad hammed. Fath \& Mohammad Meet 2010
3. Sometime in late 2010, I heard that Fath Yusuf wanted to sell the supermarket business. I approached Fathi and asked him "brother in-law why do you want sell, you guys are doing good business, why do you want to sell?" Fathi responded that "yeah, the business is doing well, but the families were getting too big, and that he needed to spread out." At that time, Fathi never mentioned that there was any fight or any dispute.
4. I knew that the families had done well in the business together. Before Mohammad Hamed went into a business with Fathi, he did not own his home or any property. He was operating a small store in Estate Carlton, and then he opened another small store in Estate Glenn, which was operated by Haytham Abdullah. The first store in Estate Carlton was operated for a longer period of time, and then sold it.
5. Mohammad Hamed at some point went into the retail business, Amigo Cash and Carry, which he operated with Fathi' nephew, Isam Yousef and Othman (Steve) Mustafa.
6. Sometime before 1983 or so, Fathi who owned United Shopping Plaza with his brother Ahmad Yousef, Fathi Yousef decided to use part of that property to operate a supermarket business.
7. I know that Fathi Yusuf needed additional funds to start the supermarket business, and he took on his two nephews (Isam Yousef and Khaled Ali) and Mohammad Hamed as business partners, in the Supermarket business. Later Fathi's two nephews decided not to go forward with operating the supermarket business and then it was only Fathi Yusef and Mohammad Hared in that business. It was well known throughout the community that Fathi made the business decisions and the business deals and that Mohammad Hared was a partner in the profits of supermarket only and not in the building.
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. 1 know that Fathi Yusuf was going to open the store without a diary 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 Cariton 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 Eistate-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.

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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 $\$ 700 \mathrm{~K}$ 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

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SUBSCRIBED AND SWORN TO before me

K. Glenda Cameron

Commission Number LNP 010-09
Expiration Date: May Re, 2017



[^0]:    Susan C. Nissman, RPR-RMR

[^1]:    Susan C. Nissman, RPR-RMR

[^2]:    Susan C. Nissman, RPR-RMR

[^3]:    Susan C. Nissman, RPR-RMR

[^4]:    Susan C. Nissman, RPR-RMR

[^5]:    
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[^6]:    ${ }^{1}$ Not only was Hamed in possession of these documents and the supporting information that accompanied these documents, on February 13, 2017, Hamed filed an Objection to the Twelfth Bi-Monthly Report, demonstrating that Hamed had been in possession of the information relating to this value and thus, this motion to compel is not warranted. See Exhibit D - Hamed Objection to Twelfth $\mathrm{Bi}-$ Monthly Report.

[^7]:    ${ }^{2}$ Hamed continues to assert that counsel for Yusuf's inadvertent mis-calendaring of a conference call reflects some type of deliberate attempt to ignore or evade communication with counsel for Hamed. As explained previously, Counsel for Yusuf mistakenly mis-calendared the call for the following day (a Friday, which had been the parties standing time for weekly meetings regarding open issues in this case) and upon learning of the mistake immediately attempted to contact counsel

[^8]:    for Hamed and reschedule for the following day to which Counsel for Hamed refused. See Exhibit I-Email communication on December 20,2018 at 10:33 a.m. from Counsel for Yusuf to Counsel for Hamed.

[^9]:    ${ }^{1}$ See Partnership Balance Sheet as of August 31, 2016 provided by John Gaffney to the Master and counsel for the Partners on September 30, 2016,
    ${ }^{2}$ See ftn. 6 to Tenth BI-Monthly Report filed on September 30, 2016.
    ${ }^{3}$ See ftn. 6 to Tenth Bi-Monthly Report filed on September 30, 2016.
    ${ }^{4}$ This is an estimated amount.
    ${ }^{5}$ See Total Liabilitles shown on Balance Sheet provided by John Gaffney on September 30, 2016.
    ${ }^{6}$ See BDO Report at p. 63.

[^10]:    ${ }^{7}$ At present, Yusuf is unaware of any unfiled claims within the statute of limitations.

[^11]:    ${ }^{8}$ See Exhibit B to the Original Claims, Litigation Reserves Calculations.
    ${ }^{9}$ A User-Friendly Introduction to Property and Casualty Claims Reserves, Joseph Calandro, Jr. and Thomas J. O'Brien, 2004, describing accounting methodologies as to assessment of litigation risks and costs for setting reserves.
    ${ }^{10}$ These claims are the subject of a scparate suit, United Corporation v. Wadda Charriez, SX-13-CV-152, which Yusuf has moved to consolidate into this action for resolution. See Motion to Consolidate filed on March 17, 2016.

[^12]:    ${ }^{1}$ See Partnership balance sheet as of August 31, 2016 provided by John Gaffney to the Master and counsel for the Partners on September 30, 2016.
    ${ }^{2}$ See ftn. 4 of the Amended Claims.
    ${ }^{3}$ See ftn. 6 to Tenth Bi-Monthly Report filed on September 30, 2016.
    ${ }^{4}$ See ftn. 6 to Tenth Bi-Monthly Report filed on September 30, 2016,
    ${ }^{5}$ See ftn. 5 to Twelfth and Final Bi-Monthly Report filed on January 31, 2017.
    ${ }^{6}$ This is an estimated amount.
    ${ }^{7}$ This is an estimated amount to be updated by the Master.
    ${ }^{8}$ This is an estimated amount.

[^13]:    ${ }^{11}$ See BDO Report at p. 63.
    ${ }^{12}$ See Exhibit J-2.

[^14]:    Defendant/Coumterclamants Eathi Xusuf ("Yusuf") and United-Corporation

