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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING
	Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. UNITED CORPORATION, Defendant.	CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY JUDGMENT
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION

YUSUF'S OPPOSITION TO
HAMED'S MOTION FOR SUMMARY JUDGMENT AS TO
CLAIM H-142 – THE HALF –ACRE ACCESS PARCEL AT TUTU

Fathi Yusuf ("Yusuf") and United Corporation ("United") through their undersigned attorneys, respectfully submit this Opposition to Hamed's Motion for Summary Judgment as to Claim H-142–the Half-Acre Access Parcel at Tutu and show as follows:

I. SUMMARY

This is the second iteration of the dispute relating to the ownership of the half acre parcel near Tutu in St. Thomas (the "Tutu Half-Acre"). The parties have briefed the issue extensively and the Master has issued an Order narrowing the issues. *See* **Exhibit A**–January 14, 2020 Order. Therein, the Master determined various undisputed facts[1] and then found:

> However, there is clearly a genuine dispute as to whether United has since held title to the Half Acre in Estate Tutu as United operating as the Partnership (hereinafter "Partnership's United") or United operating as a separate distinct entity from the Partnership solely owned by Yusuf (hereinafter "Yusuf's United"), and thereby there is clearly a genuine dispute as to whether the Half Acre in Estate Tutu is currently a Partnership asset.

See Exhibit A—January 14, 2020 Order, p. 12. That dispute remains. Nothing in Hamed's newly filed Motion for Summary Judgment resolves this dispute, factually or legally and, therefore, Hamed is not entitled to summary judgment as to Hamed Claim H-142. Rather, there exists additional evidence to support Yusuf's position that Hamed relinquished his interest in the Tutu Half Acre in 2011 as a result of a larger agreement between Yusuf and Hamed, further demonstrating that a genuine issue of material fact remains as to whether the Tutu Half Acre remained a Partnership asset after 2011.

II. FACTUAL BACKGROUND

As Yusuf stated in his original opposition to Hamed's Motion for Partial Summary Judgment, in 2011, the Partners agreed to reconcile a $2,000,000 disparity, in which Yusuf discovered Hamed had misappropriated partnership assets. As part of Hamed's efforts to appease Yusuf following his discovery of this significant misappropriation, Hamed agreed to relinquish his interests to two Partnership properties: to wit, 1) one located in the district of Tabarbour in

[1] Additional deposition testimony was taken following this Order on January 22, 2020, which further developed the record on these issues.

Jordan (the "Jordan Property"), and 2) property located in Tutu, St. Thomas including both a 9.3 acre tract titled in Plessen and the Tutu Half-Acre (titled, at the time, in United)(both the 9.3 acre tract and the Tutu Half-Acre are referred to collectively as the "Collective Tutu Property") so that Yusuf would then own these properties separate and apart from the Partnership. In exchange, Yusuf would forbear pursuit of Hamed for the $2 million misappropriation of partnership assets.

A. Evidence of the Agreement and Partial Performance—Tutu Half-Acre No Longer a Partnership Asset after 2011

As partial performance of this agreement, Hamed relinquished his interests to the Jordan Property on July 18, 2011. As to the Tutu Half-Acre, because the record title was already in the name of United, an entity solely owed by Yusuf, no further documentation was needed to "transfer" or document Hamed's relinquishment of his partnership interests therein. Hence, since the time of the agreement in mid-2011 and, in particular, at the time of the dissolution, the Tutu Half-Acre was not a partnership asset, subject to division.

In his current Motion, Hamed argues that Yusuf's iteration of the events culminating in this agreement with Hamed has somehow changed.[2] Hamed is incorrect. If anything, Yusuf's recitation of events and the agreement have been consistent and detailed. In his Motion, Hamed cites to Yusuf's Interrogatory Responses in another litigation, *Hamed v. Yusuf*, Civil SX-12-CV-377 (the "377 Case"), made in 2013, even before the initial depositions taken in this matter, wherein Yusuf recounts the events in extreme detail. *See* **Exhibit B**—Yusuf Discovery Response in 377 Case, November 2013, Interrogatory No. 1, p.5-9. Therein, Yusuf explains how he came to question the Hameds' suspicious removal of funds, his investigation, the ongoing discussions with Waleed Hamed about the specific transactions in question, the resulting discussions

[2] Hamed even characterizes what he perceives as a change to be a "recent fabrication" or a "new story."

between Yusuf, Mohammed and Waleed, the trip Yusuf and Hamed took to Jordan and Yusuf's repeated discussions with Hamed while in Jordan and the events thereafter. *Id.* Yusuf's November 2013 Interrogatory Response as well as his subsequent testimony on the same issues, further demonstrate the consistency of his recollection of the events and the agreement reached and assented to by himself and Hamed—all contrary to Hamed's assertion that Yusuf's position is fluid. The chronology of the events are as follows:

1. *Discussion with Hamed, Yusuf and Waleed at Hamed's Home in St. Croix*

In his November 2013 Interrogatory Response in the 377 Case, Yusuf testified:

> The discussion went on like this for a while, and because we [Yusuf and Waleed] were getting nowhere, Responding Party [Yusuf] said to Waleed "call your father and let's go see him." Wally then called his father and said that we were coming to see him.
>
> Responding Party [Yusuf] and Wally went in separate cars to see Mohammed Hamed at his Estate Carlton home. …
>
> After discussing the fact that what they were saying was impossible....Responding Party [Yusuf] also reminded Mohammed Hamed that he had told [Mohammed Hamed] even before this dispute arose, to speak to Wally Hamed about his gambling addiction…During this same meeting in Estate Carlton, Responding Party [Yusuf] also discussed several deposits of funds to Wally Hamed's personal Merrill Lynch account that he had seen on the Hard Drive, amounting to about $300,000.00+.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p.7.

2. *Hamed askes Yusuf, "What do you want?" - Hamed agrees to Two Properties (the Jordan Property and the Collective Tutu Property)*

In his November, 2013 Interrogatory Response, Yusuf testified:

> It was then that Mohammed Hamed asked Responding Party [Yusuf], "what he [Responding Party] [Yusuf] wanted in exchange" and Responding Party [Yusuf] requested that for what he has seen so far, including an estimated amount for the gambling, the account will balance out if Mohammed Hamed were transfer his interests in two (2) properties: the one property in Jordan, and the property in Tutu Park. Defendant Yusuf had purchased both properties and

> transferred a half interest to Mohammed Hamed and/or a corporation owned by both families.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p.8. In his April, 2014 deposition testimony, he testified consistently:

> 9 A. I [Yusuf]-- we met, and after I tell him [Mohammed] my story of what
> 10 I know at that time, he say, **What do you want? I say, I'll**
> 11 **take two property for what I discover so far**. He say,
> 12 Which? I give him the description of the property, **one in**
> 13 **Jordan and one at Tutu Park**. The one in Jordan, I pay one
> 14 million two, approximate. The one at Tutu Park, I paid
> 15 1 million for it. 1,000,350, I believe. **It's two pieces at**
> 16 **Tutu Park, but we call it one piece. One-half an acre as an**
> 17 **entrance, and 9.31 as the major piece of property.**
> 18 **He say, You can have it.**

See **Exhibit C-**Yusuf April 2, 2014 Depo, 78:9-18**.** Even before Yusuf's deposition, Mohammed Hamed first testified about this same agreement the day before. Through an interpreter, Hamed testified:

> Interpreter:
> He [Mohammed] says he – he begged Mr. Fathi Yusuf for them to find a way to settle this. And – and Mr. Fathi Yusuf accused him of stealing $2 million. He told Fathi Yusuf –

See **Exhibit D**-Mohammed Hamed April 1, 2014 Depo; 148:1-4.

> He [Mohammed] says he—he pleaded with Mr. Fathi Yusuf not to let this get bigger and get—go to court; that in the process of trying to settle this, that Mr. Fathi had asked for two pieces of property. He [Mohammed] had agreed to that.

Id. at 148:24 – 149:1.

3. *Although Hamed agreed to Two Properties (the Jordan Property and the Collective Tutu Property), Yusuf says one is enough–the Jordan Property.*

In his November, 2013 Interrogatory Response, Yusuf testified:

> When Mohammed Hamed immediately agreed to transferring his interest in the two (2) properties, admitting responsibility, Responding Party [Yusuf] believed that Mohammed Hamed was being straight with him. Responding Party [Yusuf] then said that one property was enough, that he will take the property in Jordan.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 8. Yusuf testified to the same in his April, 2014 deposition. *See* Exhibit C-Yusuf April 2, 2014 Depo, 78:18-79:18**.**

4. *Discussions continue at Hamed's Home, Yusuf's Memory is Triggered to Verify Hamed Statements.*

In his November, 2013 Interrogatory Response, Yusuf testified:

> After Mohammed Hamed had immediately agreed to make up for the transactions and to give up his interests in the two properties, Responding Party [Yusuf] and Mohammed Hamed began to chat. We talked about different properties. As Mohammed Hamed and Responding Party [Yusuf] continued to talk, Mohammed Hamed disclosed to Responding Party[Yusuf] that he had bought a piece of property in Jordan, a five-acre Olive Farm…The conversation triggered a memory, and when Responding Party [Yusuf] went back to the store he looked at the bank statements to confirm what Mohammed Hamed had told him, and the bank statement show that Mohammed Hamed had not been telling the truth…

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 8.

5. *Within hours of returning, Yusuf tells Waleed to advise Mohammed that the deal is for two properties—the Jordan Property and the Collective Tutu Property as originally agreed.*

In his November, 2013 Interrogatory Response, Yusuf testified:

> Immediately, the same afternoon, Responding Party [Yusuf] informed Waleed Hamed to tell his father that one property not enough to compensate and that it had to be the two (2) properties they had agreed on-the Jordanian Property, and the Tutu Park property.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 8-9. In his April, 2014 deposition testimony, he testified consistently. *See* Exhibit C-Yusuf April 2, 2014 Depo; 78:18–79:18**.** In his most recent deposition, her further confirms this understanding. Yusuf testified:

> 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.

See **Exhibit E**-Yusuf January 22, 2020 Depo; 213:5-16.

6. *Waleed Confirms with Yusuf.*

Yusuf's testimony as to this issue is consistent. Yusuf has a firm belief that there is confirmation from Waleed on behalf of Mohammed Hamed, that they have agreed to the deal, as reached originally as to the two properties, that in consideration of Yusuf's agreement not to pursue the Hameds for the $2 million transgression, that Hamed gives up his interest in two properties: the Jordan Property and the Collective Tutu Property. Once Yusuf cited to Waleed's testimony in his Opposition to Hamed earlier Motion for Partial Summary Judgment wherein he said "Yes" to Yusuf's question "did you tell your father" demonstrating Hamed's assent to returning to the original agreement that Hamed immediately had agreed to in their meeting at his home hours before, Waleed then reversed course and indicated that his response "Yes" was actually intended to deceive Yusuf. Waleed argued that when he was asked by Yusuf whether he told his father of the return to the two properties agreement, that he answered "yes, I told him," conveying only the fact *that* a conversation occurred, but not the *substance* of it. Clearly, Waleed's statements were meant to be deceptive. In his most recent testimony, Waleed's intention to withhold information from Yusuf is clear, Waleed testified:

> 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.

See **Exhibit F**-Waleed Jan. 22, 2020 Depo.158:4-16. This answer, also leads one to believe that Hamed said "Okay" he is in agreement. However, Waleed further testified:

> Q. Okay. You saw Mr. Yusuf. And did you report to him that you had, in fact, conveyed what he had asked you 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.

Id. at 160:24-161:7.

> 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 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.

Id. at 161:22-162:7. Clearly, Mr. Yusuf understood that Waleed had confirmed Hamed's assent to return to the agreement originally reached for the two properties. *See* Exhibit E-Yusuf January 22, 2020 Depo; 217:20-219:1. If Waleed's testimony is truthful, it is clear that he deliberately withheld material information from Yusuf, in an attempt to mislead Yusuf and prevent him from further discussions with Hamed. However, Yusuf and Hamed did meet later in Jordan and assent by Hamed was confirmed there.

7. ***July 2011 Trip to Jordan, the Yusuf and Hamed discussion of the deal for Yusuf acceptance and Hamed relinquishment of the two properties (Jordan and Collective Tutu Property) and Hamed's partial performance with transfer of Jordan Property.***

In his November, 2013 Interrogatory Response, Yusuf testified:

> Shortly thereafter [the meeting at Hamed's home in St. Croix], Mohammed Hamed travelled to Jordan with his son Mufeed Hamed. Responding Party [Yusuf] followed them to Jordan to complete the transfer of the property in Jordan. Before Mohammed Hamed transferred the property, **Responding Party [Yusuf] made it clear, more than once, that his acceptance of the two (2) properties** were only for what he had discovered so far, the approximately $300+ Merrill Lynch deposits, the $1.3 million ($2 million less the $700K he had received) and an estimate of a $1 million at least, to cover Wally Hamed's gambling habit.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9. When Yusuf traveled to Jordan and met with Hamed, Yusuf understood that there was an agreement as to the two properties (the Jordan Property and the Collective Tutu Property). Yusuf met with Hamed, while in Jordan, "[b]efore Mohammed transferred the property, Responding Party [Yusuf] made it clear, more than once that his acceptance of the two (2) properties, were only for what he discovered so far…" *Id.* Moreover, even with Waleed's attempt to deceive Yusuf with his deliberately elusive answer of "yes, I told him" to Yusuf's "did-you-tell-your-father" question, Yusuf thereafter, discussed the matter with Hamed, in person, in Jordan, "more than once" at the point in which the partial performance was occurring. *Id.* If Hamed did not agree, assent or did not understand Yusuf during their discussions in Jordan, he could have objected and refused to proceed with the partial performance. Hamed did not. Rather, "Mohammed Hamed went ahead and transferred his interest in the Jordanian Property." *Id.* Hence, there is sufficient evidence of the agreement, as Yusuf has described for the transfer of the Jordan Property and the Collective Tutu Property in 2011, to which Hamed was aware and had assented. *Id.*

Hamed takes issue with the next statement made by Yusuf that:

> Mohammed Hamed went ahead and transferred his interest in the Jordanian Property, and was supposed to transfer his interest in the Tutu Park Property, but never did so.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9. Hamed argues that this failure to transfer demonstrates that there was no agreement. This is incorrect. The failure of Hamed to transfer is a subsequent breach of the agreement. Further, Yusuf did not discover that Hamed was not going to transfer the Tutu Property (the 9.3 acre tract) until several months later. In the remainder of Yusuf's 2013 Interrogatory Response, he further testified:

> When Responding Party [Yusuf] returned to St. Croix, he continued to review the hard-drive and discovered even more unauthorized transactions of Wally Hamed taking funds for his personal use. As a result of these new discoveries of even more unauthorized transfer of funds by Plaintiff Waleed Hamed, the Defendant [Yusuf] informed Wally Hamed that it has to be three (3) properties to cover everything Responding Party [Yusuf] had found. Responding Party requested that Mohammed Hamed transfer his interest in another property in Jordan Responding Party [Yusuf] had bought and given an half interest to Mohammed Hamed.
>
> When Responding Party [Yusuf] asked Waleed Hamed to proceed with the transfer of the Tutu Park property, it is at this point, **several months later**, that Plaintiff Waleed "Wally" Hamed and Plaintiff Mohammed Hamed refused to transfer not only the second property [the Collective Tutu Property], but also the third property[3] requested as a set-off for the unauthorized transactions.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9.

Clearly, it was not until "several months later" that Waleed and Hamed refused to "transfer" the "Tutu Property." In actuality, the only portion of the Collective Tutu Property that required transfer was the 9.3 acre parcel, as the Tutu Half-Acre was already in the name of

[3] There is no doubt that Yusuf discovered other transgressions following the agreement as to the Jordan Property and the Collective Tutu Property and that he sought to initiate new discussions with Hamed to determine if a resolution of those new-found transgressions could be had or possibly a global resolution reached. Those resulted in the meetings with the various community leaders which ultimately were unsuccessful and no agreement as to the additional transgressions or a global resolution was reached. However, none of these facts, impacts the earlier agreement that was reached as to the Jordan Property and the Collective Tutu Property.

United. However, Hamed and Waleed's refusal to transfer the remaining 9.3 acre tract, "several months later" was evidence of their breach but does not negate the agreement or change the status of the Tutu Half Acre as no documented transfer was necessary for Hamed to have relinquished his interests. At the very least, there remains a material issue of fact as to this issue precluding summary judgment for Hamed.

8. *Yusuf's subsequent discovery of other transgressions and efforts to resolve those issues or to reach a possible global settlement, has no bearing on the earlier agreement relating to the $2 million transgression and agreement to transfer/relinquish interest in the Jordan Property and Collective Tutu Property.*

In the conclusion of Yusuf's 2013 Interrogatory Response, he testified that following his discovery of additional transgressions, he attempted to determine if a resolution of those issues could be had with the transfer of a third property and possibly a global resolution. However, as a result of Hamed's refusal *(several months after* the earlier agreement as to the $2 million transgression) to complete the transfer of the 9.3 acre tract in Tutu and then unwillingness to resolve the newly discovered transgressions:

> The parties' relationship broke down completely, Defendant [Yusuf] informed Wally Hamed and Mohammed Hamed that he no longer wanted to work with them and it was time for the families to go their separate ways.
>
> Sometime thereafter Plaintiff Waleed Hamed enlisted the assistance of his Uncle Mohammed Hannun and certain business associates in the Muslim Community to help settle the parties' disputes. The meetings to settle the dispute were arranged with the consent of Plaintiff Waleed Hamed as agent for Plaintiff Mohammed Hamed.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9. While Hamed seeks to limit the admission of the Affidavits relating to these meetings, the information reveals that as to the initial agreement—relating to the $2 million transgression—there was already an agreement.[4]

B. Yusuf's Position in the Litigation

Yusuf also detailed the agreement in his initial Proposed Distribution and Accounting ("Yusuf's Initial Accounting Claims"). *See* **Exhibit G**-Yusuf's Initial Accounting Claims[5], p.13-14 and Exhibit O thereto. *See also* **Exhibit H**-English Translation of Agreement as to Jordan Property. Again in Yusuf's Amended Accounting Claims filed on October 31, 2017, Yusuf chronicled the agreement, his forbearance from recovering the $2,000,000, Hamed's partial performance and noted that Hamed's sons were attempting to rescind Hamed's conveyance of the Jordanian parcel in the 377 Case. *See* **Exhibit I**-Yusuf's Amended Accounting Claims, p. 17-18. Yusuf asked the Court to "bind Hamed's estate by the agreement signed by Hamed." *Id.*[6]

In the 377 Case, Hamed admits "the Hamed family had transferred the property in Jordan…in reliance on Fathi Yusuf's representations that it, the transfer would stop all the slander and defamation and dissension between the families" following Yusuf's discovery of the $2,000,000 misappropriation by Hamed but they contend it did not. *See* **Exhibit J**-Third Amended Complaint in the 377 Case, ¶45, *inter alia*. Hamed confirms that the transfer of the

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[4] Ironically, the very Interrogatory Response from the 377 Case to which Hamed cites in his Motion is in response to a question that solicits information as to "all persons Defendant [Yusuf] discussed those allegations with by name, address, date and what was said."

[5] Yusuf notes that the 9.3 acre parcel together with the Tutu Half-Acre were actually considered to be one property as per Yusuf's deposition testimony. *See* Exhibit A. The description in Yusuf's Initial Accounting Claims inadvertently misstates the 9.3 acre to be considered a third property. Yusuf clarified in his Supplemental Responses to Hamed's Discovery filed on January 15, 2019. *See* **Exhibit K**–Yusuf's Supplemental Responses to Hamed's Discovery, January 15, 2019, p. 7-8 with Verification.

[6] Yusuf's claims relating to the agreement remains pending and has been designated by the parties as Y-12. Furthermore, pursuant to the parties agreement in the Joint Discovery and Scheduling Plan that the Master Ordered on October 5, 2019, Yusuf's claims for Y-12 have been designated as a B-2 claim, the schedule for which requires additional discovery to take place from July 1, 2020 to discovery depositions to occur in 2021.

Jordanian property was made in reliance and as partial performance of the agreement and Hamed is suing Yusuf based upon that agreement and his allegation of Yusuf's failure to cease further disclosure of the misappropriations. *See* Exhibit F-Third Amended Complaint in the 377 Case[7]. Further, Hamed testified that he had agreed to the transfer of the two properties to resolve the $2,000,000 issue. *See* Exhibit D, Mohammed Hamed April 1, 2014 Depo; 148:24–149:1.

Yusuf explained the agreement for Hamed to relinquish his interests in the properties in detail in his Supplemental Responses to Hamed's Discovery filed on January 15, 2019. *See* Exhibit K-Yusuf's Supplemental Discovery Responses, p. 7-8 with Verification. Specifically, Yusuf stated:

> After Yusuf's discovery of the misappropriation of $2,000,000 sent to Hamed from St. Maarten in or around 1997, Mr. Yusuf agreed, in order to resolve that issue only, that Hamed would convey two properties. One of the properties was Property 3 described above [the property in Jordan] and Hamed's conveyance of his interest in a one half acre parcel and its adjacent 9.31 acres in Tutu, St. Thomas.
>
> …
>
> Yusuf is seeking exactly what he set forth in his claims accounting that "[A]lthough Yusuf is not pursuing his claims regarding the misappropriation of 2,000,000, Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in" Property 3 in the 377 case. Yusuf is seeking an order, which binds Hamed's estate by the agreement signed by Hamed at Exhibits O and S. In that agreement entitled "Written Declaration and Undertaking," Hamed confirms that he has the requisite mental faculties to convey his interests in Property 3 to Yusuf that he intends to give him all of his financial and other interest in the Property. Hamed also states that…[he has the requisite mental capacities to so declare and recommends my folks and legal heirs not oppose the transfer or Fathi's right to Property 3]… This was signed by Mohammed Hamed on July 18, 2011.
>
> Ultimately, Yusuf had agreed to resolve the misappropriation by the conveyance of Property 3 and Hamed's conveyance of his interest in a one half

[7] Contrary to Hamed's assertion, in the 377 Case, Hamed uses the agreement as a basis for his alleged detrimental reliance, that he made the transfer of the Jordanian property pursuant to the agreement and in reliance upon Yusuf's forbearance of further accusations against Hamed of improperly removing partnership funds. Hamed cannot now contend that the agreement upon which he is basing his claims in the 377 Case does not exist for the purposes of this case.

> acre parcel and its adjacent 9.32 acres in Tutu, St. Thomas. The 9.31 acres are currently titled in Plessen but should be conveyed to Mr. Yusuf. Likewise, any claims that Hamed would have to the ½ acre entrance parcel should be extinguished.

See Exhibit K-Yusuf's Supplemental Response to Hamed's Discovery, p. 7-8 with Verification.

As to the identification of the Tutu Half-Acre on the books of United, Yusuf shows that he identified that it was erroneously carried on those books in the various Bi-Monthly Reports. In particular, the Ninth Bi-Monthly Report Yusuf notes that error. *See* **Exhibit L**-Ninth Bi-Monthly Report, p. 5-6.

III. YUSUF'S STATEMENT OF DISPUTED MATERIAL FACTS AND OPPOSITION TO HAMED'S STATEMENT OF UNDISPUTED MATERIAL FACTS

As allowed under Rule 56, "a party opposing summary judgment may, if it elects to do so, state additional facts that the party contends are disputed and material to the motion for summary judgment, presenting one or more genuine issues to be tried" and "[t]he party shall supply affidavit(s) or citations specifically identifying the location(s) of the material(s) in the record relied upon as evidence relating to each such material disputed fact, by number." V.I. R. Civ. P. 56(c)(2)(C). Yusuf submits additional facts that he contends are disputed and material to Hamed's Motion for Summary Judgment as to H-142, which presents one or more genuine issues of material fact to be tried and precludes summary judgment, which is attached hereto as **Exhibit N**. Furthermore, Yusuf submits his Opposition to Hamed's Statement of Undisputed Facts, which is attached hereto as **Exhibit O**.

IV. ARGUMENT

In reviewing a summary judgment motion, all inferences from the evidence must be viewed in the light most favorable to the nonmoving party, and take the nonmoving party's conflicting

allegations as true if properly supported. V.I. R. Civ. P.56, *see also Williams v. United Corp.*, 50 V.I. 191, 194 (V.I. 2008); *Perez v. Ritz-Carlton (Virgin Islands), Inc.*, 59 V.I. 522, 527 (V.I. 2013). Because summary judgment is "[a] drastic remedy, a court should only grant summary judgment when the 'pleadings, the discovery and disclosure materials on file, and any affidavits, show there is no genuine issue as to any material fact.'" *Rymer v. Kmart Corp.*, 68 V.I. 571, 575-76 (V.I. 2018) (quoting *Williams v. United Corp.*, 50 V.I. 191, 194 (V.I. 2008)).

A. Hamed and Yusuf entered into a valid and enforceable agreement relating to the Tutu Half Acre.

1. Factual Evidence of Agreement

Yusuf has set forth sufficient factual evidence that he and Hamed had reached an agreement to resolve the $2 million transgression with Hamed's agreement to relinquish his interests to the Jordan Property as well as the Collective Tutu Property. Yusuf has consistently maintained that position in this litigation and the related 377 case. There is evidence that Hamed and Yusuf had so agreed earlier in their discussions and ultimately settled on that agreement. The subsequent meeting between Yusuf and Hamed in Jordan and Yusuf's reiteration of his understanding to Hamed further confirms the parties' agreement and intent. Hamed undertook partial performance by transferring the Jordanian Property in July of 2011. Further, Hamed is suing Yusuf on the basis of that agreement in the 377 Case, which further supports and acknowledges that the agreement existed between the partners for the transfer of Hamed's partnership interest in properties to Yusuf in resolution of the alleged $2,000,000 misappropriation. Likewise, Yusuf did not pursue his claims against Hamed for the $2,000,000 misappropriation as the matter had been resolved as a result of the agreement for the transfer of the properties. *See* Exhibits G and I. Consequently, it is undisputed that in 2011, the agreement

existed for Hamed to transfer and relinquish his partnership interests in the properties to Yusuf, in exchange for Yusuf's forbearance from pursuing Hamed for misappropriation of $2,000,000 from the partnership, which precludes summary judgment as to whether the Tutu Half-Acre was a partnership asset at the time of the dissolution.

2. *No Legal Basis to Deny Agreement and Proof that Tutu Half Acre was not a Partnership Asset after 2011.*

None of the "Legal Issues" raised by Hamed are sufficient to demonstrate an entitlement to summary judgment as to the issue of ownership of the Tutu Half Acre after 2011. As to Hamed's "Legal Issue 1" that the events described were settlement discussions, not an agreement and therefore, are inadmissible is incorrect. Yusuf's agreement with Hamed was a fully consummated agreement, which Hamed breached when he refused to transfer the 9.3 acre portion of the Collective Tutu Property, months after the agreement had been reached and partially performed. As to the Tutu Half Acre, upon so agreeing, Hamed relinquished his interests to the Tutu Half Acre and no further writing was required as it was already titled in United's name.

Hamed's "Legal Issue 2" is that Parol Evidence Rule prevents the introduction of evidence outside the written agreement to transfer the Jordan Property. Subsumed in this contention is the position that any relinquishment or transfer of ownership of real property between the Partnership and partners is subject to the statute of frauds and must be in writing. However, the statute of frauds does not apply to dealings between partners even as to ownership of real property. RUPA provides exceptions to the statute of frauds for:

> agreements concerning the transfer of land, or interests therein in two situations: transfers from partner to partnership and transfers from partner to partner, on behalf of the partnership. In those cases, the parties will be amply protected from fraud in identifying

> partnership property and the partners' respective interests therein by [ORS 67.065][the same as 24 V.I.C. §24]. That statute creates policies to distinguish partnership property from separate property owned by an individual partner.

Wirth v. Sierra Cascade, LLC, 230 P.3d 29, 45–46, 234 Or.App. 740, 769 (Or.App.,2010) (adopting the same RUPA provisions as 24 V.I. §24); *See also*, Caroline N. Brown, 4 *Corbin on Contracts* § 17.12 at 465 (Joseph M. Perillo ed., rev. ed. 1997) is in accord:

> [T]here seems little necessity to invoke the statute [of frauds] in order to protect the parties in title-holding partnerships, there being adequate protection furnished by the provisions of the [Uniform Partnership Act (UPA)] to lend reliability to the identification of partnership property and the interests of the partners in it. In light of the evidentiary standards afforded by those provisions, injustice is more apt to be avoided by giving effect to the oral partnership agreement under the [UPA's] liberal rule rather than by refusing enforcement under the statute of frauds[.] * * * Given the great confusion in the caselaw and the potential difficulty of fitting cases into the rather strained categories suggested by the cases, it seems best to advocate a brightline rule, where there is ample evidence of the partnership and the [UPA] applies. In such cases, it is suggested that any agreement between partners relating to or bringing real property within the framework of a partnership should be held *not* within the statute [of frauds].

Wirth v. Sierra Cascade, LLC, 230 P.3d 29, 46, 234 Or.App. 740, 769 (Or.App., 2010). Furthermore, "the scope of the business subject to that agreement could properly be proved by parol evidence." *Id.* at 45. Therefore, Hamed's argument that the broader agreement reached between the partners as to the relinquishment of Hamed's interests in the Collective Tutu Property cannot exist because it was not in writing is without merit. Oral agreements and testimony by the partners as to the ownership and transfer of ownership of real property between the partnership and themselves is allowed as such matters are not governed by the statute of frauds. Evidence as to such agreements are also not constrained by the parole evidence rule.

Likewise, there is no basis for Hamed to contend that writing which releases Hamed's interests in the Jordan Property must include all of the terms of the broader oral agreement reached between Hamed and Yusuf relating to other real property—the Collective Tutu Property. In fact, Yusuf contemplated that there would be a separate document vis-à-vis the 9.3 acre Tutu parcel as he inquired about it from Waleed at a later point after he returned from Jordan. Again, as to the Tutu Half Acre, no writing was even necessary for Hamed to relinquish his interest, as that property was already titled in United's name. Hence, the argument that somehow the document which effectuates the transfer of the Jordan Property, prepared in Arabic and in a foreign country, was to be inclusive of property located in another country, overstates the nature of the document as a transferring instrument reflecting one part of the broader oral agreement between the parties.

As to Hamed's "Legal Issue 3" that Yusuf should be prohibited from arguing "alternative facts," Yusuf has demonstrated that his position has been consistent from the time the agreement was reached and then breached. His testimony, discovery responses and supporting evidence have been consistent. Hamed has attempted to confuse the issues by using terms interchangeably. However, the Jordan Property was specifically identified, there is no question as to which property in Jordan was the subject of this agreement. Likewise, Yusuf provided testimony that when referring to the property in Tutu that he and the parties would refer to the two different tracts as a single property and it was referred to in the briefing as the Collective Tutu Property. Much attempted confusion was made as to these issues but the agreement is not complicated and Yusuf has articulated it consistently and in great detail. To the extent that an incorrect statement was made in a pleading or an accounting record, it was noted. However, Yusuf's testimony has been un-wavering and uniform.

Likewise, as to Hamed's "Legal Issue 4" whether there was a meeting of the minds, Yusuf has demonstrated a clear understanding as to the agreement and has demonstrated Hamed's assent. Yusuf and Hamed made an agreement which Yusuf confirmed during their meetings in Jordan. Despite Waleed's efforts to be deceptive in his discussions with Yusuf, there was a meeting of the minds between Hamed and Yusuf as evidenced during their interactions which occurred subsequently in Jordan. Moreover, Waleed's deception cannot support an argument that there was no meeting of the minds. To the contrary, Waleed was acting as an agent for his father, Hamed and had a duty to fully disclose to Yusuf information material to matters relating to the partnership. "[P]artners have a duty to one another to make *full disclosure of all matters affecting the partnership*…partners owe one another a fiduciary duty, and that obligation includes a strict duty of good faith and *candor. Zinda v. McCann Street, Ltd.*, 178 S.W.3d 883 (Tex. App. Texarkana 2005). The Washington Court of Appeals, explained:

> A partner should not make any false statement to his copartner. *Bovy,* 17 Wash.App. at 570, 564 P.2d 1175. The good faith obligation of a fiduciary relationship requires a partner to abstain from concealment concerning partnership matters. *Bovy,* 17 Wash.App. at 570, 564 P.2d 1175. Each member of the partnership is required to fully disclose all known information *that is significant and material* to the affairs or property of the partnership. *Bovy,* 17 Wash.App. at 570, 564 P.2d 1175. Partners are confidential agents of each other and have a right to know all that the other partner knows and are required to fully *disclose all material facts* that relate to partnership affairs. *Karle v. Seder,* 35 Wash.2d 542, 550, 214 P.2d 684 (1950). A material nondisclosed fact in the context of a general partner's fiduciary duty is one that "might be expected to have induced action or forbearance by the other partners." *Diamond Parking, Inc., v. Frontier Bldg. P'ship,* 72 Wash.App. 314, 320, 864 P.2d 954 (1993) (quoting 2A BROMBERT & L. RIBSTEIN, PARTNERSHIP, § 6.06 at 6:64 (1992)). What is material depends on the specific context and the partners' knowledge and information. *Diamond Parking,* 72 Wash.App. at 320, 864 P.2d 954.

Bishop of Victoria Corp. Sole v. Corporate Business Park, LLC, 158 P.3d 1183, 1191, 138 Wash.App. 443, 458–59 (Wash.App. Div. 2, 2007). Even assuming Waleed's testimony is truthful, then Waleed was intentionally failing to fully disclose to Yusuf an issue that was material to the partnership. His deceptive answer, clearly led Yusuf to believe that Hamed had assented to the agreement reached hours before during their face-to-face meeting. Yusuf shows that the subsequent meeting between Hamed and Yusuf in Jordan where Yusuf reiterated his understanding is further evidence of meeting of the minds. However, Waleed's attempt to mislead Yusuf and to withhold information from Yusuf was "a material nondisclosed fact in the context of a general partner's fiduciary duty is one that 'might be expected to have induced action or forbearance by the other partners.'" *Id.* Hamed cannot rely upon his deception to create the impression that Hamed had assented, so as to induce Yusuf not to question the matter further and then later argue that there was no meeting of the minds as a result of his self-serving deceptive interactions.

As to Hamed "Legal Issue 5," there was no repudiation, the agreement ultimately reached was for two properties. It had been agreed earlier, and then was reaffirmed by Yusuf subsequently in his interaction with Waleed. It was later manifest in the interactions between Yusuf and Hamed in Jordan when Yusuf, while in Jordan "made it clear, more than once" the extent of the agreement, to which Hamed assented and proceeded with partial performance.

As to Hamed "Legal Issue 6" there was consideration, as Yusuf has not pursued the specific issues giving rise to the $2 million transgression and agreed to forebear the pursuit of them. *See* Original Claims and Amended Claims.

Finally, as to the issue of rebuttable presumption of the nature of the asset, Yusuf has demonstrated that Hamed's relinquishment of the Tutu Half Acre was the result of an agreement

reached between the parties to compensate for misappropriations and that it was effective upon the agreement and evidenced, in part, by the partial performance of the agreement with the transfer of the Jordan Property. Further, it is clear that the partners were willing to enter into an agreement to relinquish their rights property for such purpose as demonstrated by the transfer of the Jordan Property. Moreover, the evidence as to the books and bi-monthly reports which arose later is not determinative of the nature of the asset. *See McCormick v. Brevig*, 96 P.3d 697, 709, 322 Mont. 112, 131, 2004 MT 179, ¶ 69 (Mont.,2004)(holding that despite the fact that the cattle were included in the Partnership tax returns, and proceeds from the sale of the cattle's offspring placed in Partnership accounts, the cattle was separate property of one of the partners).

CONCLUSION

For the foregoing reasons, there is sufficient evidence of the existence of an agreement in 2011 amongst the partners, prior to dissolution, in which Hamed agreed to relinquish his interests to the Collective Tutu Properties including the Tutu Half-Acre, in exchange for Yusuf's forbearance from pursuing his claims for misappropriation against Hamed for $2,000,000.00, which precludes Hamed from securing summary judgment on his claim to still have a partnership interest in the Tutu Half-Acre. Yusuf respectfully requests that Hamed's motion be denied.

Respectfully submitted,
DUDLEY NEWMAN FEUERZEIG LLP

DATED: March 9, 2020 By: s/Charlotte K. Perrell

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CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of March, 2020, I caused the foregoing **Yusuf's Opposition to Hamed's Motion Summary Judgment as to H-142 Half-Acre Tutu** which complies with the page or word limitation set forth in Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

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Exhibit A-January 14, 2020 Order

Exhibit B-Yusuf Discovery Response in 377 Case, Nov. 2013, Interrog. No. 1

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Exhibit L-Ninth Bi-Monthly Report

Exhibit M-Complaint filed September 17, 2012

Exhibit N-Yusuf's Statement of Disputed Material Facts

Exhibit O-Yusuf's Opposition to Hamed's Statement of Undisputed Material Facts

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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. UNITED CORPORATION, Defendant.	CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY JUDGMENT
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION

YUSUF'S NOTICE OF RE-FILING EXHIBITS A THRU O TO OPPOSITION TO HAMED'S REFILED MOTION FOR SUMMARY JUDGMENT AS TO HAMED CLAIM H-142

Fathi Yusuf ("Yusuf") and United Corporation ("United") through their undersigned attorneys, respectfully submit this Notice of Re-Filing Exhibits A thru O to Opposition to Hamed's Refiled Motion for Summary Judgment as to Hamed Claim H-142. It appears that Exhibits N and O to the collective group of exhibits were improperly attached. The corrected Exhibits N and O are now incorporated into the collective exhibit. No other changes are made. The corrected exhibits have already been provided to Counsel for Hamed as soon as the issue was discovered. This filing is to correct the record.

Respectfully submitted,
DUDLEY NEWMAN FEUERZEIG LLP

DATED: March 11, 2020 By: /s/Charlotte K. Perrell

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CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of March, 2020, I caused the foregoing **Yusuf's Notice of Re-Filing of Exhibits A thru O to Yusuf's Opposition to Hamed's Refiled Motion for Summary Judgment as to Hamed Claim H-142** which complies with the page or word limitation set forth in Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

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EXHIBIT A

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

MOHAMMAD HAMED, BY HIS AUTHORIZED AGENT WALEED HAMED, PLAINTIFF/COUNTERCLAIM DEFENDANT, **v.** **FATHI YUSUF AND UNITED CORPORATION,** DEFENDANTS/COUNTERCLAIMANTS, **v.** **WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, AND PLESSEN ENTERPRISES, INC.,** COUNTERCLAIM DEFENDANTS.	**Civil No. SX-12-CV-370** **ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, PARTNERSHIP DISSOLUTION, WIND UP, and ACCOUNTING**
WALEED HAMED, AS EXECUTOR OF THE ESTATE OF MOHAMMAD HAMED, PLAINTIFF, **v.** **UNITED CORPORATION,** DEFENDANT.	CONSOLIDATED WITH **Civil No. SX-14-CV-287** **ACTION FOR DAMAGES and DECLARATORY JUDGMENT**
MOHAMMAD HAMED, PLAINTIFF, **v.** **FATHI YUSUF,** DEFENDANT.	CONSOLIDATED WITH **Civil No. SX-14-CV-378** **ACTION FOR DEBT and CONVERSION**

ORDER

THIS MATTER came before the Special Master (hereinafter "Master") on Hamed's motion to for partial summary judgment for Hamed Claim No. H-142: Parcel No. 2-4 Rem Estate Charlotte Amalie, No. 3 New Quarter, St. Thomas, U.S. Virgin Islands, consisting of 0.536 acre, more or less (hereinafter "Half Acre in Estate Tutu")[1] and Hamed's motion for expedited determination of his motion for partial summary judgment by January 17, 2020. On December 20, 2019, United and Yusuf filed an opposition to the motion for partial summary judgment and on December 22, 2019, Hamed filed a reply thereafter, a motion to exceed the Rule 6.1(e)(2) limitations as to his reply, or in the alternative, to abbreviate his filing, and a notice of no opposition or reply filed by United and Yusuf as to Hamed's motion for expedited determination of his motion for partial summary judgment. On January 6, 2020, United and Yusuf filed a motion for leave to file sur-response to Hamed's reply and Hamed filed a response thereto thereafter.

BACKGROUND

In 2016, per the Master's orders, Parties filed their respective accounting claims. Hamed, in his accounting claims filed on October 17, 2016 (hereinafter "Hamed's Accounting Claims"), included Hamed's claim that the Half Acre in Estate Tutu belongs to the Partnership and was incorrectly titled in United Corporation and thus, Hamed claims a total of $500,000.00 is due to the Partnership. (Hamed's Accounting Claims, Exhibit B-1, p. 12) Yusuf, in his accounting claims filed on September 30, 2016 (hereinafter "Yusuf's Accounting Claims"), claimed:

> Hamed's interest in another parcel that was purchased in Jordan using funds from the Plaza Extra Stores has already been conveyed to Yusuf as part of Hamed's efforts to appease Yusuf following his discovery of the misappropriation of $2,000,000 sent to

[1] The Master was appointed by the Court to "direct and oversee the winding up of the Hamed-Yusuf Partnership" (Sept. 18, 2015 order: Order Appointing Master) and "make a report and recommendation for distribution [of Partnership Assets] to the Court for its final determination." (Jan. 7, 2015 order: Final Wind Up Plan) The Master finds that that Hamed's instant motion to compel falls within the scope of the Master's report and recommendation given that Hamed Claim No. H-142 is an alleged asset of the Partnership.

> Hamed from St. Maarten in or around 1997. A copy of the agreement in Arabic conveying Hamed's interest in such parcel is attached as Exhibit O.[16] Yusuf had agreed to resolve this misappropriation, but not any others that Yusuf might later discover, by the conveyance of Hamed's interest in two parcels, one in Jordan that is the subject of Exhibit N, and one half acre parcel in St, Thomas, previously titled in the name of Plessen Enterprises, Inc., which is addressed in a number of the Liquidating Partner's Bi-Monthly Reports. See Ninth Bi-Monthly Report at p. 5-6. Yusuf insisted that if Hamed wanted a resolution addressing all Hamed misappropriations, whether known or unknown, Hamed would have to arrange for the conveyance to Yusuf or United of another approximately 9.3 acre parcel located on St. Thomas also titled in the name of Plessen Enterprises, Inc. Hamed, through his son, Waleed, refused to convey this third parcel.
> Although Yusuf is not pursuing his claims regarding the misappropriated 2,000,000 [sic], Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in the Jordanian parcel that is the subject of Exhibit N in their second amended complaint in Hamed v. Yusuf, Civil No. SX-12-CV-377. Yusuf asks this Court to bind Hamed's estate by the agreement signed by Hamed.
>
> [16] Yusuf is arranging for this document to be translated. An English version will be provided to the Master and counsel upon receipt. (Yusuf's Accounting Claims, pp.13-14)

Subsequently, the Court entered a memorandum opinion and order dated July 21, 2017 whereby the Court ordered, *inter alia*, that "the accounting in this matter, to which each partner is entitled under 26 V.I.C. § 177(b), conducted pursuant to the Final Wind Up Plan adopted by the Court, shall be limited in scope to consider only those claimed credits and charges to partner accounts, within the meaning of 26 V.I.C. § 71(a), based upon transactions that occurred on or after September 17, 2006" (hereinafter "Limitations Order"). (Limitations Order, pp. 33-34) In light of the Limitations Order, the Master ordered Parties to file their amended accounting claims. Hamed's claim that the Half Acre in Estate Tutu belongs to the Partnership and was incorrectly titled in United Corporation was again included in Hamed's amended accounting claims, filed on filed on October 30, 2017 (hereinafter "Hamed's Amended Accounting Claims"). (Hamed's Amended Accounting Claims, Exhibit A, p. 12) Yusuf's claim that Hamed agreed to transfer, *inter alia*, his interests in the Half Acre in Estate Tutu, to Yusuf in exchange for the resolution of Hamed's misappropriation of $2,000,000 was again included in

Yusuf's amended accounting claims, filed on filed on October 30, 2017 (hereinafter "Yusuf's Amended Accounting Claims"). (Yusuf's Amended Accounting Claims, pp. 17-18)

Thereafter, Parties engaged in discovery. On February 21, 2018, Hamed propounded, *inter alia*, Hamed's Interrogatory 21 of 50 (hereinafter "Hamed's Interrogatory 21") and Hamed's requests for production of document 13 of 50 (hereinafter "Hamed's RFPD 13") that sought information in connection with Hamed's Claim No. H-142. On February 26, 2018, United and Yusuf filed a motion to strike Hamed Claim Nos. H-142 and H-143. In response, Hamed filed an opposition and United and Yusuf filed a reply thereafter. On May 15, 2018, United and Yusuf filed a response to, *inter alia*, Hamed's Interrogatory 21 and Hamed's RFPD 13. On July 12, 2018, the Master entered an order whereby the Master noted that "United and Yusuf essentially argued in their motion that the Master should grant their motion to strike Hamed Claim No. H-142 because: (1) Hamed's description for this claim was terse; (2) Parcel 2-3 is not an asset of the Partnership; and (3) this claim is barred by the Limitation Order" and ordered, *inter alia*, that United and Yusuf's motion to strike as to Hamed Claim No. H-142 is denied and permitted discovery in connection with Hamed Claim No. H-142. (July 12, 2018 order) On July 19, 2018, United and Yusuf provided supplemental responses to, *inter alia*, discovery propounded in connection with Hamed Claim No. H-142—Hamed's Interrogatory 21 and Hamed's RFPD 13 (hereinafter "United and Yusuf's Supplemental Responses"). After subsequent correspondences and meet and confers between Parties, Hamed filed a motion to compel as to Hamed's Interrogatory 21 and Hamed's RFPD 13 on October 2, 2019.

On November 20, 2019, Hamed filed this instant motion for partial summary judgment. On November 27, 2019, Hamed filed a motion for expedited determination of his motion for partial summary judgment by January 17, 2020. On December 19, 2019, the Master entered an order whereby the Master found United and Yusuf's responses to Hamed's Interrogatory 21

and Hamed's RFPD 13 deficient and ordered, *inter alia*, that United and Yusuf's motion to compel is granted and United and Yusuf to provide supplemental responses to Hamed's Interrogatory 21 and Hamed's RFPD 13 in compliance with the Virgin Islands Rules of Civil Procedure. On December 20, 2019, United and Yusuf filed an opposition to the motion for partial summary judgment. Thereafter, on December 22, 2019, Hamed filed a reply, a motion to exceed the Rule 6.1(e)(2) limitations as to his reply, or in the alternative, to abbreviate his filing, and a notice of no opposition or reply filed by United and Yusuf as to Hamed's motion for expedited determination of his motion for partial summary judgment. On January 6, 2020, United and Yusuf filed a motion for leave to file sur-response to Hamed's reply and Hamed filed response thereto thereafter.

STANDARD OF REVIEW

Rule 56 of Virgin Islands Rules of Civil Procedure (hereinafter "Rule 56") provides that "[a] party may move for summary judgment, identifying each claim or defense – or the part of each claim or defense – on which summary judgment is sought" and "[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." V.I. R. CIV. P. 56; *see also Rymer v. Kmart Corp.,* 68 V.I. 571, 575 (V.I. 2018) ("A summary judgment movant is entitled to judgment as a matter of law if the movant can demonstrate the absence of a triable issue of material fact in the record."). "Once the moving party has identified the portions of the record that demonstrate no issue of material fact, "the burden shifts to the non-moving party to present affirmative evidence from which a jury might reasonably return a verdict in his favor." *Rymer*, 68 V.I. at 576 (citing *Chapman v. Cornwall*, 58 V.I. 431, 436 (V.I. 2013) (internal citations and quotation marks omitted). The non-moving party "may not rest upon mere allegations, [but] must present actual evidence showing a genuine issue for trial." *Rymer,* 68 V.I. at 576

(quoting *Williams v. United Corp.*, 50 V.I. 191, 194 (V.I. 2008)). The reviewing court must view all inferences from the evidence in the light most favorable to the nonmoving party, and take the nonmoving party's conflicting allegations as true if properly supported. *Williams,* 50 V.I. at 194; *Perez v. Ritz-Carlton (Virgin Islands), Inc.*, 59 V.I. 522, 527 (V.I. 2013). Because summary judgment is "[a] drastic remedy, a court should only grant summary judgment when the 'pleadings, the discovery and disclosure materials on file, and any affidavits, show there is no genuine issue as to any material fact.'" *Rymer,* 68 V.I. at 575-76 (quoting *Williams,* 50 V.I. 191, 194).

Rule 56 provides that "[e]ach summary judgment motion shall include a statement of undisputed facts in a separate section within the motion" and that "[e]ach paragraph stating an undisputed fact shall be serially numbered and each shall be supported by affidavit(s) or citations identifying specifically the location(s) of the material(s) in the record relied upon regarding such fact." V.I. R. CIV. P. 56(c)(1). Rule 56 also provides that "[a] party opposing entry of summary judgment must address in a separate section of the opposition memorandum each of the facts upon which the movant has relied pursuant to subpart (c)(1) of this Rule, using the corresponding serial numbering…" V.I. R. CIV. P. 56(c)(2)(B). Furthermore, under Rule 56, "a party opposing summary judgment may, if it elects to do so, state additional facts that the party contends are disputed and material to the motion for summary judgment, presenting one or more genuine issues to be tried" and "[t]he party shall supply affidavit(s) or citations specifically identifying the location(s) of the material(s) in the record relied upon as evidence relating to each such material disputed fact, by number." V.I. R. CIV. P. 56(c)(2)(C). "If the non-moving party has identified additional facts as being material and disputed, as provided in subpart (c)(2)(C) of this Rule, the moving party shall respond to these additional facts by filing a response using the corresponding serial numbering of each such fact identified by the non-

moving party…" V.I. R. CIV. P. 56(c)(3). Additionally, Rule 56(e) states that "[i]f a party fails to properly support an assertion of fact or fails to properly address another party's assertion of fact as required by Rule 56(c), the court may: (1) give an opportunity to properly support or address the fact; (2) consider the fact undisputed for purposes of the motion; (3) grant summary judgment if the motion and supporting materials — including the facts considered undisputed — show that the movant is entitled to it; or (4) issue any other appropriate order." V.I. R. CIV. P. 56(e)(1)-(4). Finally, Rule 56 requires the court to "state on the record the reasons for granting or denying the motion." V.I. R. CIV. P. 56(a).

DISCUSSION

In his motion, Hamed sought "a very limited holding: the 'United' that has been in record title since 2008 is 'United operating as the Partnership.'" (Motion, p. 1) (Emphasis omitted) In support of his motion, Hamed pointed to the following: (i) "Yusuf admit[ted] that the Hamed/Yusuf-owned (Plaza Extra) Partnership directly paid the seller the full $330,00 [sic] price for the parcel 'by using income from the Plaza Extra Stores.'" (Id.; Exhibit 3 – United and Yusuf's supplemental response to Hamed's request to admit 22 of 50; SOF ¶¶ 1-5); (ii) "to get these funds from The Partnership, at the time of the original purchase, Plessen issued a simultaneous $330,000 purchase money note and mortgage to one of the two 'version' of 'United'" (Id., at p. 2; Exhibit 5 – Mortgage Note in favor of United Corporation in the total amount of $330,000, dated August 24, 2006 and First Priority Mortgage securing the payment of the Mortgage Note); (iii) "the parcel was always 'treated' by the Partners as a 50/50 asset: (1) Yusuf testified in deposition that their intent was 50/50 ownership, (2) Hamed stated the same in discovery, (3) all rents collected from the parcel went to the Partnership by being deposited directly into its 'd/b/a Plaza Extra' account—not to Plessen and not to Yusuf's-United, (4) after the 2008 Deed, the parcel was carried as a Partnership asset on the

Partnership's books—not on Plessen's books and not on the unconsolidated Yusuf's-United' books, and (5) Fathi Yusuf testified in this action that the intended use of this parcel was as an 'entrance' from Route 38/Rhymer Highway to a 9.438 acre 'major parcel'—adjacent land the Partners had also directly paid for from the Partnership's 'd/b/a Plaza Extra' account—to purchase it in Plessen's name—with the intent of replacing the leased Tutu Park Mall Plaza Extra supermarket." (Motion, p. 2; Exhibits 7 and 17– Deposition of Fathi Yusuf, dated April 2, 2014 at 78, 81; Exhibit 13 – Bill No. 27-0036; Exhibit 14 – Site Plan; Exhibit 18 – Deposition of Najeh Yusuf, dated January 22, 2019; SOF ¶¶ 6-9, 11); and (iv) "Section 204(c) of the Revised Uniform Partnership Act ("RUPA") provides that all property purchased with partnership funds is presumptively partnership property— notwithstanding that it was (1) 'not acquired in the name of the partnership,' or (2) that the paper title of record is in the name of another entity." (Motion, p. 3). As such, Hamed concluded that "[t]he undisputed parts of the record reveal that Yusuf is trying to steal a critical parcel by using the confusion of two versions of United that he created" and requested the Master to grant his motion.

In their opposition, United and Yusuf pointed out that they have consistently maintained that [the Half Acre in Estate Tutu] "was purchased by the Yusuf-Hamed Partnership ("Partnership") utilizing the Partnership income…and that the Partners initially elected to hold title to [the Half Acre in Estate Tutu] in the name of their jointly owned corporation, Plessen Enterprises, Inc. ("Plessen")." (Opp., p. 2) United and Yusuf stated that "[f]or the purpose of this Motion, Yusuf and United conceded that during the 2008-2011 Transfer Period when [the Half Acre in Estate Tutu] was transferred from Plessen to United on October 23, 2008, pursuant to a deed-in-lieu, that it was a Partnership asset until 2011." (Id.) However, they argued that the Half Acre in Estate Tutu "did not remain a Partnership asset after 2011" pursuant to an agreement between Yusuf and Hamed. (Id., at pp. 2-3) More specifically, United and Yusuf

claimed that the Half Acre in Estate Tutu did not remain a Partnership asset after 2011 because in 2011, "[a]s part of Hamed's efforts to appease Yusuf following his discovery of this significant misappropriation [of $2,000,000], Hamed agreed to relinquish his interests to two Partnership properties: to wit, 1) one located in the district of Tabarbour in Jordan, and 2) property located in Tutu, St. Thomas including both a 9.3 acre tract titled in Plessen and [the Half Acre in Estate Tutu]" so that Yusuf would then own these properties separate and apart from the Partnership" and "[i]n exchange, Yusuf would forbear pursuit of Hamed for the $2 million misappropriation of partnership assets." (Id., at p. 3; CSOF ¶¶ 1-4) In support of their argument, United and Yusuf pointed to the following: (i) "as a partial performance of [the aforementioned] agreement, Hamed relinquished his interests to the property in [Tabarbour,] Jordan on July 18, 2011" (Opp., p. 3; Exhibit D – English translation of the Written Declaration and Undertaking of Mohammad Hamed regarding the property in Tabarbour, Jordan; CSOF ¶ 5); (ii) "[a]s to [the Half Acre in Estate Tutu], because the record title to it was already in the name of United, an entity solely owed by Yusuf and his family, no further documentation was needed to 'transfer' or document Hamed's relinquishment of his partnership interests in [the Half Acre in Estate Tutu] per [the aforementioned] agreement" (Opp., p. 3); (iii) "[i]n his deposition on April 2, 2014, Yusuf explained in detail the agreement between himself and Hamed relating to the two properties…" and "the partners ultimately maintained their agreement to resolve that issue only (the $2,000,000 misappropriation) with Hamed's relinquishment of his interests to the two properties; i.e. the [Tabarbour,] Jordanian property and the collective Tutu property, including both the 9.3 acre tract and [the Half Acre in Estate Tutu]" (Id., at pp. 3-5; Exhibit A – Deposition of Fathi Yusuf, dated April 2, 2014 at 78:9-79:18); (iv) "Mohammed Hamed first testified about this same agreement the day before [Yusuf's deposition]" (Opp., p. 4; Opp., Exhibit B – Deposition of Mohammed Hamed, dated

April 1, 2014 at 148:1-149:1); (v) "Yusuf also detailed the agreement in his [Yusuf's Accounting Claims], noted that he was not seeking to claim the $2,000,000 Hamed had misappropriated but rather simply sought to hold Hamed to the Agreement and detailed Hamed's partial performance by transferring one of the two properties, the [Tabarbour,] Jordanian property" and "[a]gain in Yusuf's Amended Accounting Claims]…and noted that Hamed's sons were attempting to rescind Hamed's conveyance of his interest in the [Tabarbour,] Jordanian parcel in their second amended complaint in *Hamed v. Yusuf*, Civil SX-12-CV-377…" (Opp., pp. 5-6; Exhibit C – Yusuf' Accounting Claims; Exhibit E – Yusuf's Amended Accounting Claims); and (vi) "Yusuf explained the agreement for Hamed to relinquish his interests in the properties in detail in his supplemental responses to Hamed's discovery, filed on January 15, 2019" (Opp., p. 7; Opp., Exhibit G – United and Yusuf's supplemental responses to Hamed's interrogatory 30, dated January 15, 2019). In summary, United and Yusuf "concede[d] that during the 2008 to 2011 Transfer Period, when United received title to [the Half Acre in Estate Tutu] in 2008 that it was partnership asset, [United and] Yusuf dispute[d] that it remained a partnership asset and, instead, has consistently maintained that Hamed agreed to relinquish any interest he had to [the Half Acre in Estate Tutu] in 2011 as part of a larger agreement with Yusuf and that no title change occurred, as it was already in the record title of United, an entity solely owned by Yusuf and his family" and thus "[c]onsequently, as of the time of the wind up and dissolution, [the Half Acre in Estate Tutu] was not a partnership asset." (Opp., p. 13; CSOF ¶ 7) As such, United and Yusuf concluded that "there is sufficient evidence of the existence of an agreement in 2011 amongst the partners, prior to dissolution…which precludes Hamed from securing summary judgment on his claim to still have a partnership interest in [the Half Acre in Estate Tutu]" and requested the Master to deny Hamed's motion. (Id., at pp. 19-20)

In his reply, Hamed argued that United and Yusuf conceded in their opposition that "United is holding the property for the Partnership" and thus, "[t]hat ends this issue and warrants entry of partial summary judgment as requested..." (Reply, p. 2) (Emphasis omitted) In support of his argument, Hamed reiterated the points he made in his motion and added the following: (i) "[a]fter quickly conceding the original motion, Yusuf veers complete afield and tries to inject a totally different story…" (Id.); (ii) "Yusuf now state that although he originally represented to the Master that Yusuf's United has held record title since 2008 pursuant to the 2008 Deed (and he filed a motion to strike based on that assertion of record title) the 2008 Deed and record title are actually irrelevant" and now "Yusuf alleges a 2011 oral 'contract' created 3 years after the facts in Hamed's motion…" (Id., at pp. 2-3); (iii) contrary to what United and Yusuf claimed in their opposition—that the agreement between Yusuf and Hamed was for Hamed to transfer both the [Tabarbour,] Jordanian property and the collective Tutu property, including both the 9.3 acre tract and [the Half Acre in Estate Tutu]—Yusuf testified at his April 2, 2014 deposition that that the agreement between Yusuf and Hamed was for Hamed to transfer only one property and Hamed subsequently transferred the Tabarbour, Jordanian property to Yusuf (Id., at pp. 3-4; Exhibit 27 – Deposition of Fathi Yusuf, dated April 2, 2014 at 77-79); (iv) contrary to what United and Yusuf claimed in their opposition—that the English translation of the Written Declaration and Undertaking of Mohammad Hamed regarding the property in Tabarbour, Jordan supports that the agreement between Yusuf and Hamed was for Hamed to transfer both the Tabarbour, Jordanian property and the collective Tutu property—the English translation only shows that the conveyance is only for the Tabarbour, Jordanian property and "did not convey or mention" the Tutu property (Opp., pp. 5-6; Exhibit 29a – English translation of the Written Declaration and Undertaking of Mohammad Hamed regarding the property in Tabarbour, Jordan); and (v) Hamed testified at his April 1, 2014

deposition that that the agreement between Yusuf and Hamed was for Hamed to transfer only one property (Opp., p. 4; Exhibit 28 – Deposition of Mohammed Hamed, dated April 1, 2014 at 137-138). As such, Hamed requested that the Master to grant his motion.

Here, based on the record before the Master, it is undisputed that: (1) partnership funds in the total amount of $330,000 were used to purchase the Half Acre in Estate Tutu, (2) Hamed and Yusuf elected to have their jointly owned corporation, Plessen Enterprises, Inc. (hereinafter "Plessen"), hold title to the Half Acre in Estate Tutu, (3) Plessen simultaneously issued a mortgage note in the amount of $330,000 in favor of United secured by a first priority mortgage on the Half Acre in Estate Tutu, (4) Plessen subsequently transferred title of the Half Acre in Estate Tutu to United pursuant to a deed-in-lieu in 2008, and (5) United has held title to the Half Acre in Estate Tutu since 2008. However, there is clearly a genuine dispute as to whether United has since held title to the Half Acre in Estate Tutu as United operating as the Partnership (hereinafter "Partnership's United") or United operating as a separate distinct entity from the Partnership solely owned by Yusuf (hereinafter "Yusuf's United"), and thereby there is clearly a genuine dispute as to whether the Half Acre in Estate Tutu is currently a Partnership asset. In his motion, Hamed argued that the Partnership's United has held title of the Half Acre in Estate Tutu from 2008 until present and the Half Acre in Estate Tutu remains a Partnership asset, and in his reply, Hamed argued that United and Yusuf conceded in their opposition that "United is holding the property for the Partnership" and thus, "[t]hat ends this issue and warrants entry of partial summary judgment as requested." (Reply, p. 2) However, that is not an accurate restatement of United and Yusuf's concession. In their opposition, United and Yusuf conceded that the Partnership's United held title of the Half Acre in Estate Tutu from 2008 until 2011 and that the Half Acre in Estate Tutu only remained a Partnership asset until 2011. United and Yusuf claimed that in 2011, Hamed transferred, *inter alia*, his interest in the Half Acre in Estate

Tutu to Yusuf per an agreement between Yusuf and Hamed for Hamed to transfer his interest in two Partnership properties—the Tabarbour, Jordanian property and the collective Tutu property, including both the 9.3 acre tract and the Half Acre in Estate Tutu—to Yusuf "[a]s part of Hamed's efforts to appease Yusuf following his discovery of this significant misappropriation [of $2,000,000]." (Opp., p. 3) In his reply, Hamed disputed United and Yusuf's claim that the agreement between Yusuf and Hamed was for Hamed to transfer of both the Tabarbour, Jordanian property and the collective Tutu property, and instead argued that the agreement between Yusuf and Hamed was for Hamed to transfer only one property—the Tabarbour, Jordanian property—which Hamed subsequently transferred to Yusuf.

At this juncture, the Master concludes that Hamed has not satisfied his burden of establishing that there are no genuine disputes as to any material fact regarding Hamed's partial motion for summary judgment for the limited holding that "the 'United' that has been in record title **since** 2008 is 'United operating as the Partnership.'" *See Rymer,* 68 V.I. at 575-76 (quoting *Williams,* 50 V.I. 191, 194) ("Because summary judgment is "[a] drastic remedy, a court should only grant summary judgment when the 'pleadings, the discovery and disclosure materials on file, and any affidavits, show there is no genuine issue as to any material fact.'") With that said, in light of United and Yusuf's concession, the Master will grant summary judgment regarding the narrow issue that the Partnership's United held title to the Half Acre in Estate Tutu from 2008 to 2011; whether the Partnership's United or Yusuf's United held title after 2011 remains in dispute.

CONCLUSION

Based on the foregoing, the Master will deny Hamed's motion to for partial summary judgment for Hamed Claim No. H-142 but will grant summary judgment regarding the narrow issue that the Partnership's United held title to the Half Acre in Estate Tutu from 2008 to 2011.

Having considered all the ancillary motions, the Master will grant Hamed's motion for expedited determination of his motion for partial summary judgment by January 17, 2020, grant Hamed motion to exceed the Rule 6.1(e)(2) limitations as to his reply, and deny United and Yusuf's motion for leave to file sur-response to Hamed's reply. Accordingly, it is hereby:

ORDERED that Hamed's motion for partial summary judgment for Hamed Claim No. H-142: Half Acre of Estate Tutu is **DENIED**. It is further:

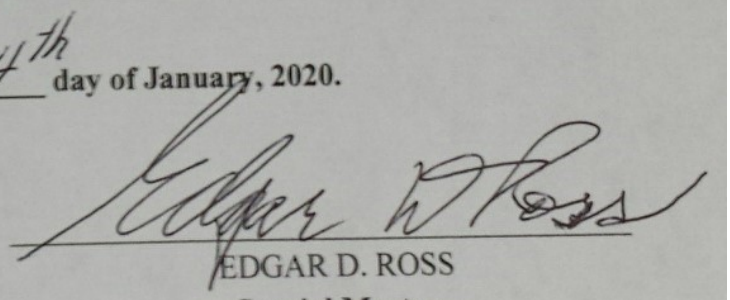
ORDERED that summary judgment regarding the narrow issue that the Partnership's United held title to the Half Acre in Estate Tutu from 2008 to 2011 is **GRANTED**. It is further:

ORDERED that Hamed's motion for expedited determination of his motion for partial summary judgment by January 17, 2020 is **GRANTED**. It is further:

ORDERED that Hamed motion to exceed the Rule 6.1(e)(2) limitations as to his reply is **GRANTED**. It is further:

ORDERED that United and Yusuf's motion for leave to file sur-response to Hamed's reply is **DENIED**. United and Yusuf's sur-response and Hamed's response thereto shall be and are hereby **STRICKEN**.

DONE and so ORDERED this 14th **day of January, 2020.**



EDGAR D. ROSS
Special Master

EXHIBIT B

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

MOHAMMED HAMED, WALEED "WALLY" HAMED, WAHEED "WILLY" HAMED, MUFEED "MAFI" HAMED, HISHAM "SHAWN" HAMED,	CIVIL NO. 377/2012
Plaintiffs,	**ACTION FOR DAMAGES**
vs.	JURY TRIAL DEMANDED
FATHI YUSUF,	
Defendant.	

DEFENDANT FATHI YUSUF'S ANSWERS TO
PLAINTIFF WALEED "WALLY" HAMED'S FIRST SET OF INTERROGATORIES

COMES NOW, Defendant **Fathi Yusuf,** (hereinafter referred to as "Fathi Yusuf" or "Defendant" or "Responding Party"), by and through undersigned counsel, Law Offices of K. Glenda Cameron, by K. Glenda Cameron, Esq., and respectfully answers as follows to Plaintiff Waleed "Wally" Hamed's First Set of Interrogatories to Defendant Fathi Yusuf.

Subject to the objections set forth below, Defendant answers as follows to the First Set of Interrogatories served by Plaintiff Waleed "Wally" Hamed.

PRELIMINARY STATEMENT

These answers and objections are made solely for the purpose of this action. Each answer is subject to any and all objections as to competence, relevance, materiality, propriety, and admissibility; and any and all objections and grounds that would require the exclusion of any statement contained in any response, if such request were asked of, or any statement contained therein were made by, a witness present and testifying in court, all of which objections and grounds are hereby reserved and may be interposed at the time of trial.

INTERROGATORIES

1. Set forth all facts to support Defendant's claim that Plaintiffs' stole two million dollars from United Corporations d/b/a, Plaza Extra, when Defendant learned such facts, how Defendant learned such facts, which of the Plaintiffs' Defendant claims was involved in such alleged theft, what was done to investigate the truthfulness of the allegations and state all persons Defendant discussed those allegations with by name, address, date and what was said.

RESPONSE No. 1:

Responding Party objects to the form of the question as misleadingly stated, in that it makes a statement and does not ask a question, contains a reference to the Plaintiffs' allegations in the Complaint which have been denied and is phrased in such a manner so as to cause any response to be ambiguous and potentially misleading.

The contention that the Responding Party has claimed that "Plaintiffs stole money two million dollars from United Corporation d/b/a/ Plaza Extra" are the allegations of the Plaintiffs which have been denied, and the Plaintiffs are left to their burden of proof as to this claim.

Subject to the above objection, Responding Party has asked Waleed Hamed to account for certain transactions based on the report from the St. Martin Banking Authorities given to the US Government in the Criminal Case against United Corporation d/b/a Plaza Extra and a number of the Plaintiffs, as well as Defendant. Such documents, include and are not limited to, Plaintiffs' **Exhibit 1 to the Complaint**, which shows that "$2,000,000 dollars [were transferred], in favor of **Mohammad Abdel Qader Hamed**, holder of a bank account with the Arab Bank in Israel." [Emphasis added]

Responding Party maintained accounts in St. Martin that held among other funds, proceeds from the operations of United Corporation d/b/a Plaza Extra. Other funds held in the accounts, included Loan proceeds from Amal Yousef in the amount of $4.5 million.

There were three (3) accounts, held in the name of:

- Fathi Yusuf, Account No. 60-63877-90
- Waleed Hamed Account No. 60-63878.90
- Hamden Diamond, Account No.60.63887.90

Waleed Hamed was given access and signatory authority on the three (3) accounts and was primarily responsible for making the transactions relating to the accounts and maintaining the records. The funds in those accounts belonged to both the Hamed and Yusuf families.
Because Plaintiff Waleed Hamed had access to and controlled the three (3) accounts in St. Martin,

Responding Party questioned Waleed Hamed about the Two Million and 00/100 ($2,000,000.00) Dollar transactions for about three (3) to four (4) months only with Waleed "Wally" Hamed.

In response to the questioning about the transactions, Waleed Hamed claimed he would look into to it. Plaintiff Waleed Hamed would later claim that the Bank made a mistake. Responding Party recalls that he then asked Plaintiff Waleed Hamed to prove that the record that there was a $2 Million transfer was a mistake. To date Plaintiff Waleed Hamed has provided no proof that a mistake was made.

After several months had gone by and Waleed Hamed still could not account for the transactions, and when asked again by Responding Party for the proof of the mistake, Waleed Hamed left for Jordan. In or about, July 2010 Responding Party followed Waleed "Wally" Hamed to Jordan and had a discussion with Mohammed Hamed about the transactions he had discovered.

In Jordan, while in the presence of Waleed Hamed and Maher "Mike" Yusuf, Responding Party asked Plaintiff Mohammed Hamed about the Two Million and 00/100 ($2,000,000.00) Dollars transfer, Plaintiff Mohammed Hamed denied receiving $2 Million Dollars and stated that he had only received Seven Hundred Thousand and 00/100 ($700,000.00) Dollars. Plaintiff Mohammed Hamed even explained that he was questioned intensively by Israeli banking authorities about the funds and said he was held up for a long time at the bank answering a lot of questions before the Israeli bank would release the funds of $700, 000.00.

Mohammed Hamed denied all knowledge of the $2 Million dollars transactions and voluntarily swore three (3) times on the Qur'an in Arabic to what translates loosely as "I [Mohammed Hamed] did not betray your [Fathi Yusuf's] trust." Responding Party accepted Mohammed Hamed's word that he did not receive $2 million, and received only $700,000.00

After returning to St. Croix, Responding Party followed up with Waleed Hamed and asked Waleed that he show Responding Party how, when and where the $700,000.00 your father admitted he received, was transferred. Waleed Hamed said he would get back to Responding Party. Several weeks or months went by and when asked for the proof, Plaintiff Waleed Hamed said that his father is sending his bank records to prove that there was no transfer of $2 million and to prove the receipt of only Seven Hundred Thousand and 00/100 ($700,000.00) Dollars

Plaintiff Waleed Hamed later provided six (6) incomplete bank statements from several accounts of Mohammed Hamed from the Arab Bank in the West Bank, Israel. After reviewing the partial bank statements, Responding Party did not see either the $2 million as claimed by the St. Martin Bank or the $700,000 Mohammed Hamed claimed he received. Responding Party then told Waleed Hamed, to forget for now what the St. Martin Bank said, but "prove to me what your father said he received, and I will have to call it that." Waleed Hamed said he would call his father for the proof.

Sometime later Waleed Hamed came to Responding Party, very happy, and said he spoke to his father and his father said that he did not pay the Concrete Batch Plant from the Arab Bank in the West Bank, but from the Cairo Amman Bank. Responding party then asked Wally to have his father send the bank statements. Wally then responded that his father requested it, and would be bringing the statements with him when he next comes to St. Croix.

After Mohammed Hamed returned to St. Croix, Wally Hamed gave Responding Party two (2) statements from Cairo Amman Bank. Responding Party reviewed the statements, and saw a number of deposits of local checks in Jordanian Currency, but no wire transfer of $700,000.00.

Responding Party then went back to Wally and asked him to point out in the bank statements his father provided, where there was a transfer of Seven Hundred Thousand and 00/100 ($700,000.00) Dollars. Wally pointed out the local deposits in Jordanian currency and claimed those were the transfer from the St. Martin Bank of the $700,000.00.

Responding Party then pointed out to Waleed Hamed that the bank statements his father provided only show local check deposits in Jordanian Currency. At first, Plaintiff Waleed Hamed responded that the bank sent the money in installments and that it came in Jordanian Currency from St. Martin.

Responding Party then explained that it is not possible for the St. Martin Bank to send money in Jordanian Currency because the currency is not recognized outside of Jordan. During this discussion, Responding Party asked Waleed Hamed, whether a person who has 6 different bank accounts as was provided by his father could have 7 or 8 accounts; and Waleed agreed it is likely such a person could have more accounts. The discussion went on like this for a while, and because we were getting nowhere, Responding Party said to Waleed "call your father and let's go see him." Wally then called his father and said that we were coming to see him.

Responding Party and Wally went in separate cars to see Mohammed Hamed at his Estate Carlton home. When asked about the transfer of the $700,000.00, Mohammed Hamed at first confirmed what Wally had said, that the money came in installments from the bank in St. Martin, in Jordanian Currency.

Responding Party pointed out that it is impossible what they are saying, that the St. Martin Bank transferred the money in Jordanian Currency, which is not recognized internationally. Responding party recalls saying that there are 190 nations in the United Nations, and only three (3) currencies are recognized internationally, the US Dollar, Pound Sterling and the Euro. Banks do not wire money in any other currency but those three (3) currencies.

After discussing the fact that what they were saying was impossible, and explaining that because

Jordanian Currency is not recognized internationally, any transfer from the St. Martin Bank could not have been in Jordanian Currency as reflected in the Cairo Amman Statements.

Responding Party also reminded Mohammed Hamed that he had told [Mohammed Hamed] even before this dispute arose, to speak to Wally Hamed about his gambling addiction and that Wally has been going almost every night to the casino and gambling the maximum amount of $500.00 on each hand allowed at the table, and sometimes paying as much as three (3) hands at a time, an event Responding Party has personally observed. During this same meeting in Estate Carlton, Responding Party also discussed several deposits of funds to Wally Hamed's personal Merrill Lynch account that he had seen on the Hard Drive, amounting to about $300,000.00+.

It was then that Mohammed Hamed asked Responding Party, "what he [Responding Party] wanted in exchange" and Responding Party requested that for what he has seen so far, including an estimated amount for the gambling, the account will balance out if Mohammed Hamed were transfer his interests in two (2) properties: the one property in Jordan, and the property in Tutu Park. Defendant Yusuf had purchased both properties and transferred a half interest to Mohammed Hamed and/or a corporation owned by both families.

When Mohammed Hamed immediately agreed to transferring his interest in the two (2) properties, admitting responsibility, Responding Party believed that Mohammed Hamed was being straight with him. Responding Party then said that one property was enough, that he will take the property in Jordan.

After Mohammed Hamed had immediately agreed to make up for the transactions and to give up his interests in the two properties, Responding Party and Mohammed Hamed began to chat. We talked about different properties. As Mohammed Hamed and Responding Party continued to talk, Mohammed Hamed disclosed to Responding Party that he had bought a piece of property in Jordan, a five-acre Olive Farm for $20,000.00. The conversation triggered a memory, and when Responding Party went back to the store he looked at the bank statements to confirm what Mohammed Hamed had told him, and the bank statement show that Mohammed Hamed had not been telling the truth and that he had actually paid $119, 000.00 for the Olive Farm.

This proof from Mohammed Hamed's own bank statements and Mohammed Hamed and Waleed Hamed insisting that the money had been transferred from St. Martin Bank in Jordanian dollars, Responding Party realized that when Mohammed Hamed had sworn on the Qur'an that he had not betrayed Responding Party, that this transaction with the farm shows that Mohammed Hamed had not told the truth and had "sworn lie."

Immediately, the same afternoon, Responding Party informed Waleed Hamed to tell his father that

one property not enough to compensate and that it had to be the two (2) properties they had agreed on—the Jordanian Property, and the Tutu Park property.

Shortly thereafter, Mohammed Hamed travelled to Jordan with his son Mufeed Hamed. Responding Party followed them to Jordan to complete the transfer of the property in Jordan. Before Mohammed Hamed transferred the property, Responding Party made it clear, more than once, that his acceptance of the two (2) properties were only for what he had discovered so far, the approximately $300+ Merrill Lynch deposits, the $1.3 million ($2 million less the $700K he had received) and an estimate of a $1 million at least, to cover Wally Hamed's gambling habit.

Mohammed Hamed went ahead and transferred his interest in the Jordanian Property, and was supposed to transfer his interest in the Tutu Park Property, but never did so.

When Responding Party returned to St. Croix, he continued to review the hard-drive and discovered even more unauthorized transactions of Wally Hamed taking funds for his personal use. As a result of these new discoveries of even more unauthorized transfer of funds by Plaintiff Waleed Hamed, the Defendant informed Wally Hamed that it has to be three (3) properties to cover everything Responding Party had found. Responding Party requested that Mohammed Hamed transfer his interest in another property in Jordan Responding Party had bought and given an half interest to Mohammed Hamed.

When Responding Party asked Waleed Hamed to proceed with the transfer of the Tutu Park property, it is at this point, several months later, that Plaintiff Waleed "Wally" Hamed and Plaintiff Mohammed Hamed refused to transfer not only the second property, but also the third property requested as a set-off for the unauthorized transactions.

The parties' relationship broke down completely, Defendant informed Wally Hamed and Mohammed Hamed that he no longer wanted to work with them and it was time for the families to go their separate ways.
Sometime thereafter Plaintiff Waleed Hamed enlisted the assistance of his Uncle Mohammed Hannun and certain business associates in the Muslim Community to help settle the parties' disputes. The meetings to settle the dispute were arranged with the consent of Plaintiff Waleed Hamed as agent for Plaintiff Mohammed Hamed.

2. State whether Defendant claimed that the two million dollars was deposited in an Arab bank account and if so identify that **bank account by name of the bank and the bank account number** and state what efforts have been made on behalf of Defendant to determine if such funds were ever deposited in such bank account, when, by whom and the results learned and whether any such deposit of two million dollars was ever found to be made to that bank account and if not, the bases of continuing to make those allegations of theft.

RESPONSE No. 2:

Responding Party objects to the form of the question as misleadingly stated, in that it makes a statement and does not ask a question, contains a reference to the Plaintiffs allegations in the Complaint which have been denied and is phrased in such a manner so as to cause any response to be ambiguous and potentially misleading.

Subject to the above objection, Responding Party has made no claims, but has asked Waleed "Wally" Hamed to explain and account for the transaction in the St. Martin Bank records which state that Two Million and 00/100 ($2,000,000.00) Dollars was transferred "**in favor of Mohamed Abdel Qader Hamed holder of a bank account with the Arab Bank in Israel.**"

See also, Response to Interrogatory No. 1

RESPECTFULLY SUBMITTED:

Dated: November 20, 2013

LAW OFFICES OF K. G. CAMERON

By: _____

K. Glonda Cameron, Esq.
V.I. Bar No. 683
2006 Eastern Suburb, Suite 101
Christiansted, St. Croix
U.S. Virgin Islands 00820
Tel: 340.773.3444
Fax: 800.869.0181
Email: kglenda@cameronlawvi.com
Counsel for Defendant

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED THAT a true and exact copy of the foregoing ***Defendant Fathi Yusuf's Answers to Plaintiff Waleed "Wally" Hamed's First Set of Interrogatories*** was served via U.S. Mail, postage prepaid, fax, electronic mail or hand delivery on this the 20th day of November 2013 to wit:

Lee J. Rohn, Esq.
Lee J. Rohn & Associates
1101 King Street
St. Croix, Virgin Islands 00820
Tel: 340.778.8855
Email: lee@rohnlaw.com
Counsel for Plaintiffs

via: CM/ECF ☐ | Mail ☐ | Fax ☐ | Hand Delivery ☒ | Email ☒

Cordelia L. Jones
Certified Paralegal, C.L.A

CERTIFICATION

I hereby swear and affirm that the answers to the above Interrogatories are true and correct to the best of my knowledge and belief.

FATHI YUSUF

DATED: 11-19-2013 By: _____
Name

Fathi YUSUF
Print Name

SUBSCRIBED AND SWORN TO BEFORE ME, this 19 day of November 2013

_____
NOTARY PUBLIC

My Commission Expires: _____

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

Attorney for Defendant

DATED: 11-19-13 By: _____
K. Glenda Cameron, Esquire

EXHIBIT C

The Oral Deposition of
Fathi Yusuf

Mohammad Hamed v. Fathi Yusuf, et al

April 2, 2014

Cheryl L. Haase, RPR
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1 THE VIDEOGRAPHER: Going off record at 10:57.
2 (Short recess taken.)
3 THE VIDEOGRAPHER: Going back on record at
4 11:12.
5 Q. (Mr. Holt) Mr. Yusuf, I think you'd finished with
6 your last answer.
7 A. I think so, yes.
8 Q. Okay. But if you recall something that you wanted
9 to say, always feel free to say it. Okay?
10 A. Thank you very much for the offer.
11 Q. You know, I asked a question, but I asked it
12 wrong, but didn't there come a time when you and Mohammad
13 Hamed sat down within the last year and a half and tried to
14 resolve things by -- he talked about it a little bit in his
15 deposition about the giving of properties and things of that
16 nature.
17 Do you recall that?
18 A. Much more than a year and a half.
19 Q. Can you tell me about that?
20 A. Can you come up with question, or you want to come
21 up with a story?
22 Q. I can -- I actually like the way you tell the
23 story, but I'll tell you what I've -- what I've heard, and
24 then you can correct what I've heard.
25 That the two of you met to try to resolve all

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1 the differences between you and yourself, the Hamed family,
2 and Wally in particular.
3 A. Yes.
4 Q. And that he offered two or three properties, and
5 you agreed to take one or something like that. And, you
6 know, I never really quite --
7 A. I can comment on that.
8 Q. Okay. Please.
9 A. I -- we met, and after I tell him my story of what
10 I know at that time, he say, What do you want? I say, I'll
11 take two property for what I discover so far. He say,
12 Which? I give him the description of the property, one in
13 Jordan and one at Tutu Park. The one in Jordan, I pay one
14 million two, approximate. The one at Tutu Park, I paid
15 1 million for it. 1,000,350, I believe. It's two pieces at
16 Tutu Park, but we call it one piece. One-half an acre as an
17 entrance, and 9.31 as the major piece of property.
18 He say, You can have it. And after they say
19 it, the man come up front after I tell him my story, and he
20 was very generous to say, You can have it. And we kept
21 talking, as a family. After all, we are family, as you
22 mentioned over and over in your correspondence. We are
23 family at that time, and we have a very high respect for
24 each other, even though, up to now we still have high
25 respect to each other, and I told him, No, one is enough.

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1 But we kept talking.
2 And when we kept talking, you know, whatever
3 what he was saying, it doesn't add up. So I went to the
4 store, I take a look, and I analyze the bank statement of
5 what he was saying. I say, Man, after that, this man would
6 not even tell me the truth, unfortunate? So immediately I
7 told Wally, Do me a favor, Wally. You was present. Go back
8 to your father and tell him, No, I wanted the two piece of
9 property.
10 That's the same day. Not even, as soon as we
11 get to the store, it take me about half an hour to take a
12 look of what he was talking about. Unfortunate, I have
13 found it's impossible what he was talking about, it could be
14 true. And I say, Come on, man. You know? And -- and he
15 went home that night. He told his father. The next day he
16 come to work, I say, Did you tell your father? He said,
17 Yes. I said, Fine.
18 That's it.
19 Q. Okay. You done?
20 A. Done.
21 Q. Okay. On the property in Jordan, you say that
22 there was 1.2 million paid for that. I take it that was
23 purchased with the money, joint money from the supermarket?
24 A. Money, yes. I own 50 percent, they own 50.
25 Q. Okay. And did you ever get a deed to that

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1 property?
2 A. No. I have a contract.
3 Q. So if I went over to Jordan and did a title
4 search -- I don't even know if they do that -- it would show
5 the property's still in both your names?
6 A. Yes.
7 Q. And the Tutu Park property, is that also called
8 Ft. Milner, as well?
9 A. Yeah, it's Ft. Milner or Tutu. It's Ft. Milner, I
10 believe.
11 Q. Okay. And one is a 9-acre parcel?
12 A. 9.31.
13 Q. Then the other one is like a half-acre parcel?
14 A. It's about .53, if I recall.
15 Q. Okay.
16 A. Not too sure exactly.
17 Q. And -- and both of those properties were supposed
18 to belong 50 percent to you and 50 percent to Hamed?
19 A. Up to the time he give me his word, it was 50/50.
20 After that, I would assume all is mine.
21 Q. Okay. So, and what I'm trying to get at is I know
22 there's a half-acre piece in United, that's in the name of
23 United?
24 A. Yes.
25 Q. But that was actually purchased with --

EXHIBIT D

The Oral Deposition of Mohammad Hamed

Mohammad Hamed v. Fathi Yusuf, et al

April 1, 2014
Vol. 2

Cheryl L. Haase, RPR
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1 translate this document for him?
2 MR. HARTMANN: Object as to form.
3 **A. No.**
4 **Q. (Mr. Hodges) Again, I would ask, if you didn't**
5 **read it or no one ever translated it to you, why did you**
6 **sign it?**
7 **A. My son, he tell me (speaking in Arabic).**
8 THE INTERPRETER: My son told me to sign it,
9 and I signed it.
10 MR. HODGES: Okay. Thank you.
11 **Q. (Mr. Hodges) As I understand, Mr. Hamed, you**
12 **don't understand any of the content of Exhibit No. 8, is**
13 **that correct?**
14 MR. HARTMANN: Object. Mischaracterizes.
15 You won't let it be translated to him. How can he
16 understand it? He does not speak English.
17 MR. HODGES: Will you answer my question?
18 MS. JAPINGA: Read.
19 MR. HARTMANN: He does not read English.
20 THE INTERPRETER: That's correct. He does
21 not understand.
22 MR. HODGES: Okay.
23
24
25

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1 (Deposition Exhibit No. 9 was
2 marked for identification.)
3 MR. HARTMANN: Exhibit No. 9 is a document
4 entitled General Durable Power of Attorney given by Mohammad
5 Hamed as principal. In the lower left-hand corner, it has
6 Bates Stamp HAMD592432. Continues in continuous serial
7 Bates numbers to the last page, which is HMD -- HAMD592443.
8 And it's Exhibit No. 9.
9 **Q. (Mr. Hodges) Mr. Hamed, if you would turn to the**
10 **second-to-the-last page of this document, and tell me if you**
11 **recognize any -- recognize your signature there?**
12 THE INTERPRETER: Yes.
13 **Q. (Mr. Hodges) That is your signature?**
14 THE INTERPRETER: Yes.
15 **Q. (Mr. Hodges) Do you recognize any of the**
16 **signatures of the witnesses to this document?**
17 **A. No.**
18 **THE INTERPRETER: No.**
19 **Q. (Mr. Hodges) Do you know what the purpose of this**
20 **document is?**
21 MR. HARTMANN: I ask that you have the
22 document translated. The witness doesn't read English, as
23 we've established.
24 Object as to form.
25 THE INTERPRETER: No.

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1 **Q. (Mr. Hodges) Has anybody ever translated this**
2 **document for you?**
3 MR. HARTMANN: Object as to form.
4 THE INTERPRETER: No.
5 **Q. (Mr. Hodges) Again, like the previous two**
6 **documents, if you didn't understand what was in the document**
7 **and no one ever translated it for you, why did you sign it?**
8 **A. My son, when he tell me to sign it, I sign it.**
9 **Q. Mr. Hamed, did you authorize your son to file this**
10 **lawsuit against Mr. Yusuf and United Corporation?**
11 **A. Yes.**
12 **Q. You authorized him to do it?**
13 **A. Yeah.**
14 MR. HARTMANN: Object. Asked and answered.
15 **Q. (Mr. Hodges) Why?**
16 MR. HARTMANN: Object. Object. Invades the
17 privilege between attorney and client.
18 **Q. (Mr. Hodges) Why did you authorize your son to**
19 **file this lawsuit?**
20 MR. HARTMANN: Don't answer the question with
21 regard to any discussions you had with your lawyer.
22 Please translate that.
23 THE INTERPRETER: I can --
24 MR. HODGES: Yes.
25 **Q. (Mr. Hodges) Answer the question. Go ahead.**

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1 THE INTERPRETER: He says he -- he begged
2 Mr. Fathi Yusuf for them to find a way to settle this.
3 And -- and Mr. Fathi Yusuf accused him of stealing
4 $2 million. He told Mr. Fathi Yusuf --
5 **A. (Speaking in Arabic.)**
6 THE INTERPRETER: One second.
7 **A. (Speaking in Arabic.)**
8 THE INTERPRETER: Okay. Hold on a second.
9 THE WITNESS: Okay.
10 THE INTERPRETER: And he -- he offered --
11 **A. (Speaking in Arabic continuously.)**
12 MR. HODGES: Could -- can we break this up?
13 **A. (Speaking in Arabic continuously.)**
14 MR. HODGES: May we have an intermediate --
15 THE INTERPRETER: It's hard. I mean, it's --
16 **A. (Speaking in Arabic continuously.)**
17 THE INTERPRETER: Okay. The question was,
18 why did he allow this to go to court, correct?
19 MR. HODGES: Yes.
20 THE INTERPRETER: He -- and I'll do my best
21 to remember everything, and I'll try to relate what he --
22 what he said.
23 He says he -- he pleaded with Mr. Fathi Yusuf
24 not to let this get bigger and get -- go to court; that in
25 the process of trying to settle this, Mr. Fathi had asked

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1 for two pieces of property. He had agreed to that.
2 Mr. Fathi had then said one is enough, and then again
3 changed his mind and said, No, he wants the two. And I
4 understood that then he also asked for a third piece of
5 property. That there was a back and forth trying to find a
6 way to -- to reach settlement, and that he says he's been
7 accused by Mr. Fathi of stealing, he and his son.
8 He says, I have not stolen. My son has not
9 stolen. We are honorable people. We have -- we go back a
10 long ways. We have family, in the sense of, you know,
11 they're related. They have sons -- some of his sons are
12 married to Mr. Fathi Yusuf's daughters. They've been
13 involved in business. It's been -- it's been a long time.
14 He feels saddened by the, you know, the turn of events and
15 how this has come to this point.
16 That after his meetings with Mr. Fathi, his
17 sons approached him and asked what happened. He explained
18 what happened. His sons told them that the only way that
19 this is going to be resolved is through court, and that's
20 the only way that they feel would -- this -- this can be
21 settled between them.
22 And I think -- I think that pretty much
23 summarizes, you know. If anybody -- I mean, it's impossible
24 to -- it's emotional, he's emotional about it. That's the
25 best, really, I can do. If someone feels I've missed

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1 anything, I'm happy to be reminded.
2 **Q. (Mr. Hodges) Mr. Hamed, who pays for all of the**
3 **legal expenses in connection with your cases involving the**
4 **Yusuf family?**
5 **A. I don't know.**
6 **Q. You don't know?**
7 **A. No.**
8 **Q. Okay. So you don't pay for any of the expenses?**
9 **A. I don't know. My sons, they don't tell me.**
10 **Q. Okay. So you have no idea how -- whether or how**
11 **the legal expenses are being paid?**
12 THE INTERPRETER: He says, I have not paid
13 not a -- a -- not a penny. I don't know.
14 **Q. (Mr. Hodges) Okay. Mr. Hamed, do you know what**
15 **the source of the $351,900 in cash for the injunction bond**
16 **in this case is?**
17 THE INTERPRETER: Three hundred fifty --
18 MR. HODGES: 51,900.
19 **A. I don't know.**
20 THE INTERPRETER: I don't know.
21 **Q. (Mr. Hodges) You're familiar with the criminal**
22 **proceedings that have taken place involving United**
23 **Corporation, Mr. Yusuf, and his son and your sons, are you**
24 **not?**
25 **A. No. What criminal case?**

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1 **Q. You're not aware of the criminal case that was**
2 **filed against United Corporation, Mr. Yusuf, his son**
3 **Maher Yusuf, Waleed Yusuf, Waheed Yusuf -- excuse me --**
4 **Waleed Hamed and Waheed Hamed?**
5 MR. HARTMANN: Object as to form.
6 **A. (Speaking in Arabic.) What mean that?**
7 THE INTERPRETER: What -- what criminal case
8 are you referring to? Can you explain, he says.
9 **Q. (Mr. Hodges) Are you aware of a federal, United**
10 **States federal case against United Corporation and its**
11 **officer and shareholder, Mr. Yusuf, and the managers of**
12 **Plaza Extra?**
13 THE INTERPRETER: Okay. Right.
14 MR. HARTMANN: Greg? Greg? Your witness has
15 answered.
16 THE INTERPRETER: He says, Yes, I'm aware. I
17 knew -- I knew -- I know of it.
18 **Q. (Mr. Hodges) Okay. And your awareness is through**
19 **your sons, is that not correct?**
20 THE INTERPRETER: Yes.
21 **Q. (Mr. Hodges) Okay. Who -- who provides you with**
22 **information about the criminal case?**
23 MR. HARTMANN: Object. No. Object to the
24 extent that it calls for any discussions with his attorney.
25 In other words, he isn't to discuss any

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1 discussions about the criminal case that he's had with his
2 lawyer. Okay?
3 THE INTERPRETER: Okay.
4 MR. HARTMANN: Tell him that first.
5 THE INTERPRETER: (Speaking in Arabic.)
6 MR. HODGES: No. Ask my question first, and
7 then you can say his objection.
8 THE INTERPRETER: Okay.
9 He says, There's no appointed person
10 responsible for relaying information. It could be any --
11 any one of them.
12 MR. HODGES: Okay. But does he feel like
13 he's well informed of the status and progress of the case
14 over the last ten years?
15 THE INTERPRETER: No.
16 MR. HODGES: He understands, though, that the
17 criminal case involves the operation of Plaza Extra
18 Supermarket stores?
19 MR. HARTMANN: Object as to form.
20 There's no pending question.
21 MR. HODGES: That's what I'd call a leading
22 question.
23 MR. HARTMANN: It wasn't in the form of a
24 question.
25 MR. HODGES: He can answer it.

EXHIBIT E

INDEX

1 **Q.** Okay.
2 **A.** He say, What do you want?
3 **Q.** Who said, What do you want?
4 **A.** Mohammad Hamed.
5 **Q.** Okay.
6 **A.** He say, Give me the property in Jordan and the two
7 property at Tutu Park and we settle that.
8 **Q.** Okay. Stop.
9 **A.** But Mr. Mohammad, I want you to know, the
10 settlement only cover what I discover so far.
11 Now, I have all the right to accuse these
12 people, they're not straight. So I will take it as a
13 settlement in exchange of the 3.4; the 2 million and the one
14 million point 4. Because the property, Tutu Park, I
15 purchased for $1 million. And the half acre, three thirty.
16 That's one million three. And the property in Jordan is
17 about one million one, one million two. So it's a total of
18 like two million something.
19 **Q.** Mr. Yusuf, I'm going to ask a question: The
20 property in Jordan that you were discussing at this first
21 meeting, --
22 **A.** Yes.
23 **Q.** -- what is the -- which property is that?
24 **A.** It's in Jordan. It's a land, empty land. It's
25 zoned residential.

1 **A.** Now when I --

2 **MR. HARTMANN:** Mr. Yusuf, when your attorney

3 raises her hand, you've got to stop and let her ask her next

4 question, okay?

5 **Q.** **(Ms. Perrell)** Yeah, let me ask the next question,

6 okay?

7 So at -- you were talking about the meeting.

8 You were talking about that you discussed the Jordan

9 property and then you discussed the Tutu property, the half

10 acre and the 9.3.

11 **A.** Yes.

12 **Q.** And did Hamed agree to do that?

13 **A.** Yes.

14 **Q.** Okay. And then before?

15 **A.** I told him --

16 **Q.** Wait. Before the day ended, did you discuss it

17 further?

18 **A.** Yeah, at the meeting, I say one is enough.

19 **Q.** Okay.

20 **A.** I respect him. The old man is about 10-15 years

21 older than me and I respect him a lot. And, you know, he's

22 the father-in-law of my two daughters. I say, Hell with it.

23 I still own half of it. I drop it. But unfortunate, when I

24 get to my office, every word he tells me is a lie.

25 **Q.** Okay. Let me -- before you --

1 **A.** I'm sorry to say this, --
2 **Q.** Okay.
3 **A.** -- but that's the fact.
4 **Q.** Before you go to -- when you get back to the
5 office, I want to stick to at the meeting, you said, I'll
6 only take one. Which?
7 **A.** The one in -- back home.
8 **Q.** The Jordan Taberpour --
9 **A.** Yes.
10 **Q.** -- property? Okay.
11 And everybody understood that was the one
12 that you were going to take?
13 **A.** Up to the time I left Mr. Hamed.
14 **Q.** Okay. And Mr. Wally was present?
15 **A.** And Wally was present.
16 **Q.** Okay.
17 **A.** We both left.
18 **Q.** Okay.
19 **A.** In separate cars.
20 **Q.** Um-hum.
21 **A.** He come back to work in his car and back to my
22 car. We meet in the same floor. I told Wally -- after
23 about half an hour in my office, I double-check. I find
24 what Mohammad told me unfortunately is the opposite.
25 **Q.** Okay.

1 **A.** I say then, I should never done what I did, and
2 they don't deserve it. They have to put it back. But now
3 these two property, only for what I discover. Only and only
4 for what I discover. A million four and 2 million.
5 **Q.** Okay. So what did you say to Wally?
6 **A.** I told him, Wally, do me a favor. Tell your
7 father I have to have the two property for this deal to
8 cover this, the three million four is, you know, to cover it
9 up.
10 **Q.** Okay.
11 **A.** And he says the next day, Did you tell your
12 father? He said, Yes.
13 **Q.** Okay. And when he said that, did you understand
14 that he -- what did you understood he meant when he said,
15 Yes?
16 **A.** That it's okay.
17 **Q.** Okay.
18 **A.** And I could tell you, my calculation is right.
19 Two months later, he travel to Jordan and he move one of the
20 property to me.
21 Then when I come back, I told Wally, When are
22 we going to change the Tutu Park property? He say, We're
23 not going to do it. Then, Hey, look. I been burned. I
24 been working for 28 years, and I honestly believe -- I'll
25 put my hand on the Quran. I hardly miss more than

1 2 percent. I believe I lost about $50 million. $50 to $50
2 million. $50- to $55 million --
3 **Q.** Okay.
4 **A.** -- with these family.
5 **Q.** So the first time you understood that Wally was
6 not agreeing, or that the Hamed side was not agreeing, was
7 after you got back from Jordan?
8 **A.** Yes.
9 **Q.** And you said, When are we going to handle the Tutu
10 Park property?
11 **A.** And he said, We're not going to do it.
12 **Q.** Okay. All right. And at that point --
13 **A.** By the way.
14 **Q.** Yes.
15 **A.** When I left Mohammad Hamed, --
16 **Q.** Um-hum.
17 **A.** -- the only time I saw him is in Jordan.
18 **Q.** Um-hum.
19 **A.** And after I saw him in Jordan, I -- we never
20 talked to each other. And he signed it, the property to me,
21 and one of his sons was witness on his signature.
22 **Q.** Okay.
23 **A.** And that evidence, that is okay to transfer to
24 Tutu Park, because, you know, when I don't want to give you
25 a ten dollar, I'm not going to give you a dollar.

1 property.
2 **Q.** Okay. Did -- did -- how did you convey this, that
3 you wanted the third property? How did you convey that
4 to --
5 **A.** I told Wally.
6 **Q.** Okay. And what did he say when you told him?
7 **A.** He said, we're not going to give you nothing.
8 **Q.** Okay.
9 **A.** Then I thought we talked to, you know, our
10 relatives and friend, trying to settle with the third
11 property. And then I tell him whatever I find, it's my
12 problem. I'll swell (sic) it. I'll decide to stop
13 searching.
14 **Q.** Okay.
15 **A.** If I get that property, you know, but I will never
16 give him forever -- what you mean, the case close? I
17 already seen three million four hundred in cash.
18 **Q.** Okay.
19 **A.** Bank language be denied.
20 **Q.** So Mr. Yusuf, was your understanding that after
21 you came -- after you had the original meeting and the
22 conversation the next day, that there was a set deal that
23 everybody had agreed to for the two properties: The one in
24 Jordan, the Taberpour property, and also the Tutu property,
25 including --

1 **A.** Yes.
2 **Q.** -- the 9.3 and the half acre; is that right?
3 **A.** Yes, that's correct.
4 **Q.** And that's based upon the conversations that you
5 had both with Mr. Hamed --
6 **A.** Um-hum.
7 **Q.** -- and the fact that he had agreed to that the day
8 before --
9 **A.** Yes.
10 **Q.** -- and then that's ultimately what you believe was
11 settled on the following day?
12 **A.** That was settled the same evening.
13 **Q.** Okay. But he had to come back to you the next day
14 and tell you --
15 **A.** But telling me from there. From his house.
16 **Q.** Okay.
17 **A.** We don't agree to it.
18 **Q.** Okay. But he never told you that they didn't
19 agree?
20 **A.** No.
21 **Q.** You understood there was an agreement?
22 **A.** It is an agreement. It is an agreement.
23 **Q.** Okay.
24 **A.** And Mohammad Hamed to go two months later and
25 transfer the property from Jordan to me, it's certified.

1 The agreement is valid.
2 **Q.** Okay. And then the only time the third property
3 came into play was when you had discovered other issues, and
4 you said, I'll -- for a third property, because the first
5 two was already done, or would have -- was agreed?
6 **A.** Yes.
7 **Q.** Then the third property would resolve everything;
8 is that correct?
9 **A.** I was taking the chance to resolve everything with
10 the last property.
11 **Q.** Okay. But you guys never agreed to that?
12 **A.** Never agreed.
13 **Q.** To the third property?
14 **A.** Yeah.
15 **Q.** Okay.
16 **A.** It was never agreed.
17 **Q.** And then you also found out that Wally wasn't
18 going to agree to the Tutu property to do the transfer?
19 **A.** Yeah. He told me that. I spoke to him over the
20 phone.
21 **Q.** Okay.
22 **A.** And he said, No, we're not going to give it to
23 you. I said, Okay.
24 **MS. PERRELL:** Okay. All right. I have no
25 further questions.

EXHIBIT F

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1 to you, No, tell him I actually want the two, which was the
2 original agreement, correct?
3 **A.** Yes.
4 **Q.** Okay. And your father had originally agreed to
5 the two pieces?
6 **A.** Yes.
7 **Q.** Okay. That's not how it ended up, but that's what
8 he'd agreed to earlier?
9 **A.** Yes.
10 **Q.** Okay. So did Mr. Yusuf say to go back and talk to
11 your father about that?
12 **A.** He told me to go back and tell him.
13 **Q.** Okay. And did you do that?
14 **A.** Yeah, I told him.
15 **Q.** Okay. And what did your father say?
16 **A.** He said, Okay.
17 **Q.** Okay. And then did you come back the next day and
18 tell Mr. Yusuf that your father had agreed to go back to the
19 two-property deal?
20 **MR. HARTMANN:** Object.
21 **A.** No.
22 **MR. HARTMANN:** Go ahead.
23 **Q.** **(Ms. Perrell)** Okay. So your father had agreed to
24 go to the two-property deal?
25 **A.** No.

1 father --
2 **A.** My father said, We had a -- we had a deal, and
3 that's the deal, which is one piece of property.
4 **Q.** Okay. But earlier in the day, your father had
5 already agreed to the two?
6 **A.** But the agreement, at the end of the day, shook
7 hand for one.
8 **Q.** Okay. But it wasn't as if your father was -- when
9 you go back and you said, Actually, it's going to be the
10 two, that wasn't some -- you had already -- they had already
11 been discussing those two properties already, correct?
12 **A.** Yeah. They discussed it, yes.
13 **Q.** Right.
14 And earlier in the day, your father had gone
15 ahead and agreed to that earlier in the day?
16 **A.** Yes.
17 **Q.** Okay. All right. So when you saw Mr. Yusuf
18 again, I assume you saw him the next day; is that correct?
19 **A.** I'm not sure if it's the next day or the same day.
20 **Q.** Okay.
21 **A.** Could be.
22 **Q.** Soon thereafter?
23 **A.** Yes.
24 **Q.** Okay. You saw Mr. Yusuf. And did you report to
25 him that you had, in fact, conveyed what he had asked you

1 to, to Mr. Hamed?
2 **A.** Yeah. He asked me, I said, Yes.
3 **Q.** Okay. And did you tell him, My father does not
4 agree?
5 **A.** I didn't tell him my father agreed or my father
6 disagreed. I didn't tell him either. I said, I told him.
7 That's it.
8 **Q.** Okay. So you understood that the purpose of the
9 conversation was to reach a deal?
10 **A.** But they reached the deal.
11 **Q.** Okay.
12 **A.** When he walked out of that house, they reached a
13 deal for one property.
14 Now Fathi reneged and went back and said, I
15 want -- I don't want that deal anymore. I want the new
16 deal. It can't happen that way. He can't have things
17 according to whatever he says is right.
18 **Q.** Okay. So did you lead Mr. Yusuf to believe that
19 after you spoke with your father that it was all right, that
20 he had agreed to the two-property deal?
21 **A.** Absolutely not.
22 **Q.** Okay. But you said a minute ago that you didn't
23 tell him he agreed or you didn't tell him he disagreed,
24 you -- you just said that you said, I told him.
25 **A.** He asked me if I told him. I told him, Yes, I

1 told him. That's it.
2 **Q.** All right. And did you say, My father does not
3 agree?
4 **A.** I didn't tell him anything like that. He asked me
5 and I said, Yes, I told him. Did he ask me, Did he agreed?
6 He didn't ask me if my father agreed. He asked me if I told
7 him, and I said, Yes, I told him.
8 **Q.** So you were aware that Mr. Yusuf was extending a
9 counteroffer, basically?
10 **A.** What counteroffer? The deal was already made. We
11 shook hands.
12 **Q.** Okay.
13 **A.** We shook hands. They had an agreement and they
14 left. So Fathi decide he wants to change the deal the
15 following evening or the following day, why? They had an
16 agreement. They had had a gentlemen's agreement, right?
17 And as a matter of fact, that gentleman
18 agreement was fulfilled because if there was a deal for
19 another piece of property, he would have signed for it,
20 right?
21 **Q.** So when you came back and you spoke to Mr. Yusuf,
22 you were aware that Mr. Yusuf was seeking to return to an
23 amount or an arrangement that had previously been discussed,
24 and an amount and agreement that your father actually had
25 agreed to less than 24 hours earlier?

1 saying to -- your testimony here is that you intended to
2 convey to him that all you did was communicate the
3 information, but that there was no change, even though
4 that's what Mr. Yusuf was asking for? That's what you're
5 saying you were trying to convey to him?
6 **A.** I wasn't trying to convey anything. He asked me a
7 question, I answered it.
8 **Q.** Okay. But you didn't tell Mr. Yusuf that your
9 father would not agree to the two properties, correct?
10 **MR. HARTMANN:** Object. Asked and answered.
11 Argumentative. He's already testified he wasn't a principal
12 in the negotiation. You've asked him this now four times.
13 **MS. PERRELL:** Okay.
14 **MR. HARTMANN:** He wasn't the person
15 negotiating. He was communicating something that the two
16 principal negotiators were talking about.
17 **MS. PERRELL:** I'm asking --
18 **MR. HARTMANN:** You've asked him four times.
19 **MS. PERRELL:** I am asking him what he
20 intended to convey when he made the statement, and I can ask
21 him that question.
22 **MR. HARTMANN:** Ask it again.
23 **Q.** **(Ms. Perrell)** When you conveyed -- when Mr. Yusuf
24 said, Did you speak with your father about the fact that he
25 wanted to go to two -- go back to the two properties and you

1 simply indicated, yes, you had spoken to your father.
2 That's correct, right?
3 **A.** Yeah, I told him.
4 **Q.** Okay. But you did not intend to convey to
5 Mr. Yusuf, in that response, that your father had no
6 intention of going forward with the two-property deal; is
7 that correct?
8 **A.** He didn't ask me that. He asked me if I told him,
9 and I answered back, and I said, Yes, I told him.
10 **Q.** Okay. So you never provided any further
11 information to Mr. Yusuf?
12 **A.** He didn't ask me.
13 **Q.** Wow. All right.
14 Do you believe that Mr. Yusuf would have
15 wanted to know what your father's response was to the
16 question, I want to go back to the two properties?
17 **A.** You should ask Yusuf that, not me.
18 **Q.** I'm asking you, though. Do you believe --
19 **A.** I have no idea.
20 **MR. HARTMANN:** Objection. Calls for him to
21 speculate --
22 **A.** I have no idea.
23 **MR. HARTMANN:** -- on the state of Mr. Yusuf's
24 mind.
25 **A.** I have no idea. Question was proposed to me, I

1 answered.

2 **Q. (Ms. Perrell)** Okay. The fact --

3 **MR. HARTMANN:** And, Counsel, can we go off

4 the record for one second?

5 **THE VIDEOGRAPHER:** Going off the record. The

6 time is 2:29.

7 (Discussion off the record.)

8 **THE VIDEOGRAPHER:** Going back on the record.

9 The time is 2:30.

10 **Q. (Ms. Perrell)** All right. Have you ever told

11 Mr. Yusuf that Mohammad Hamed never intended to agree to go

12 back to the two properties that was originally discussed the

13 day before?

14 **MR. HARTMANN:** Object. Asked and answered.

15 Argumentative.

16 **Q. (Ms. Perrell)** You can still answer.

17 **A.** I have to answer?

18 Like I said, he asked me to deliver a

19 message. I delivered the message. He asked me if I did. I

20 said, Yes, I did.

21 **Q.** Okay. And you -- just to be clear, you never told

22 Mr. Yusuf that your father did not agree to go back to the

23 two properties; is that correct?

24 **A.** He never asked me that.

25 **MR. HARTMANN:** Object. Asked and answered.

1 **MS. PERRELL:** It is not asked and answered,
2 Carl. I've asked him whether he ever said that to him.
3 **MR. HARTMANN:** Yeah, you asked him that like
4 three times, Charlotte.
5 **Q. (Ms. Perrell)** Okay. But he's answering that he
6 was never asked.
7 And my question is not whether you were
8 asked, my question is, did you ever say to Mr. Yusuf, My
9 father does not agree to go back to the two properties that
10 we discussed the day before, that he does not agree to that?
11 **A.** If that's what -- if he asked me that, I would
12 have answered it back then.
13 **Q.** Okay. So you've never told him that?
14 **A.** No.
15 **Q.** Okay. All right. With regard to the -- what was
16 the second property in Jordan that was discussed on the
17 afternoon meeting?
18 **A.** I think it was called Taberpour.
19 **Q.** The second one?
20 **A.** Yes.
21 **Q.** Okay. So which was the one that was conveyed,
22 ultimately?
23 **A.** I really don't remember. Really don't remember
24 which one.
25 **Q.** And you're absolutely certain that the Taberpour

EXHIBIT G

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED, Plaintiff/Counterclaim Defendant, vs. **FATHI YUSUF and UNITED CORPORATION,** Defendants/Counterclaimants, vs. **WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,** Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
MOHAMMAD HAMED, Plaintiff, v. **UNITED CORPORATION,** Defendant.	**Consolidated With** CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY RELIEF

YUSUF'S ACCOUNTING CLAIMS AND PROPOSED DISTRIBUTION PLAN

Pursuant to the "Final Wind Up Plan Of The Plaza Extra Partnership," entered on January 9, 2015 (the "Plan"),[1] §9, Step 6, and the August 31, 2016 directive[2] of the Master, as clarified

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[1] Unless otherwise defined, all capitalized terms have the same meaning as provided in the Plan.
[2] That directive required the Partners to submit any objection to the previously submitted Partnership Accounting and any claims against the Partnership or a Partner by September 30, 2016. It is undisputed that since the inception of the Partnership, the only Partners were Yusuf and Hamed, who died on June 16, 2016. On September 20, 2016, a Motion And Memorandum For Substitution Of Named Plaintiff was filed seeking an Order substituting Waleed M. Hamed, as Executor of the estate of Hamed, as Plaintiff.

c. Waleed Hamed's unauthorized check of $536,405 to Hamed on April 29, 1998 and additional checks for $10,000 and $15,216; *see* **Exhibit M**.

d. Waleed Hamed's failure to account for funds that were removed from the Commercial Francaise Bank in Saint Maarten with four (4) checks totaling $550,373.14 to close out the account in January and February of 1997; and

e. Waleed Hamed's conversion of $1.4 million received in 1996 as reflected in a St. Maarten police report.

Approximately forty (40) parcels of real property were purchased in Jordan using funds from the Plaza Extra Stores. All but two of those properties were jointly titled in the names of Hamed and Yusuf. The Court's assistance in administering or liquidating the jointly titled parcels is not sought at this time. Yusuf does seek the Court's assistance, however, with respect to two (2) parcels that were incorrectly titled in Hamed's name alone. These two parcels are identified in the "Land Value Estimation" attached as **Exhibit N**. Yusuf respectfully requests an Order requiring the Executor/Administrator of Hamed's estate to take such action as may be necessary to properly reflect Yusuf's joint ownership of these parcels.

Hamed's interest in another parcel that was purchased in Jordan using funds from the Plaza Extra Stores has already been conveyed to Yusuf as part of Hamed's efforts to appease Yusuf following his discovery of the misappropriation of $2,000,000 sent to Hamed from St. Maarten in or around 1997. A copy of the agreement in Arabic conveying Hamed's interest in such parcel is attached as **Exhibit O**[16]. Yusuf had agreed to resolve this misappropriation, but not any others that Yusuf might later discover, by the conveyance of Hamed's interest in two parcels,

[16] Yusuf is arranging for this document to be translated. An English version will be provided to the Master and counsel upon receipt.

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one in Jordan that is the subject of Exhibit N, and one half acre parcel in St. Thomas, previously titled in the name of Plessen Enterprises, Inc., which is addressed in a number of the Liquidating Partner's Bi-Monthly Reports. *See* Ninth Bi-Monthly Report at p. 5-6. Yusuf insisted that if Hamed wanted a resolution addressing all Hamed misappropriations, whether known or unknown, Hamed would have to arrange for the conveyance to Yusuf or United of another approximately 9.3 acre parcel located on St. Thomas also titled in the name of Plessen Enterprises, Inc. Hamed, through his son, Waleed, refused to convey this third parcel.

Although Yusuf is not pursuing his claims regarding the misappropriated 2,000,000, Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in the Jordanian parcel that is the subject of Exhibit N in their second amended complaint in *Hamed v. Yusuf*, Civil No. SX-12-CV-377. Yusuf asks this Court to bind Hamed's estate by the agreement signed by Hamed.

VII. Loss of Going Concern Value of Plaza Extra-West

During the period that the Partnership operated Plaza Extra-West, it generated income, supported its expenses and ultimately generated profits. Plaza Extra-West's net profits were expected to continue indefinitely or, upon the dissolution of the Partnership, they were to continue until an orderly liquidation process could be concluded involving purchase of the business by one of the Partners or a third party. In either case, Plaza Extra-West's value as a "going concern" would have been quantified and realized equally by the Partners.

As equal Partners, both Hamed and Yusuf had ownership interests in the "going concern" value of Plaza Extra-West. A "going concern" value recognizes the many advantages that an existing business has over a new business, such as avoidance of start-up costs and improved operating efficiency. In this sense, the "going concern" value of a business represents the

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EXHIBIT O

FY 000272-5

المستشارون للمحاماة والقانون

Counselors For Advocating and Law

إقـــرار وتـــعهد خطـــي

أنا الموقع أدناه محمد عبد القادر اسعد حامد أردني الجنسية واحمل الرقم الوطني (٩٣٥١٠١١٩٧٥ و) وحيث أنني امتلك حصصاً مقدارها (٢٤١٢٠) حصة من أصل (٤٦٨٠٠) حصة إجمالي الحصص في قطعة الأرض رقم (٣١٠) حوض (٦) حويجر قرية طبربور من أراضي شرق عمان أقر وأنا بكامل قواي العقلية بأنني قد قبضت ثمن حصتي في قطعة الأرض المذكورة من السيد فتحي يوسف محمد يوسف أردني الجنسية ويحمل الرقم الوطني (٩٤١١٠١٣٤٦٠) وبذلك يحق للسيد فتحي يوسف المذكور بالتصرف بكامل حصصي تصرف المالك بملكه اعتباراً من تاريخ توقيع هذا الإقرار وأنني أتعهد بعدم إجراء أية تصرفات قانونية في حصصي المباعة من إجارة و/أو رهن و/أو بيع و/أو أية تصرفات و/أو عقود منفعة مع الغير وأتعهد بنقل ملكية الحصة المباعة لدى دائرة الأراضي المختصة بالسرعة الممكنة و/أو تحرير وكالة غير قابلة للعزل للسيد فتحي أو للغير الذي يراه السيد فتحي في حينه مناسباً وأتعهد كذلك بمراجعة المحاكم و/أو الدوائر الرسمية و/أو الأهلية بما يخدم مصلحة المشتري السيد فتحي وحسب ما يراه مناسباً وأن جميع الحقوق المالية و/أو التعويضات التي قد تنشأ عن الاستملاك الواقع على قطعة الأرض موضوع هذا الإقرار والذي قد تحكم به المحكمة هي حقاً مكتسباً لصالح السيد فتحي وأنني أوصي أهلي وورثتي الشرعيين من بعدي بعدم معارضة السيد فتحي في الأرض المذكورة وذلك لتعلق حقه بها وقد قمت بالتوقيع على هذا الإقرار على ثلاث نسخ أصلية وأنا بكامل قواي العقلية المعتبرة شرعاً وقانوناً واسقط حقي بالادعاء بكذب الإقرار و/أو الظروف التي أحاطت بتنظيم هذا الإقرار و/أو أي دفع ناشئ و/أو متعلق بهذا الإقرار و/أو تطبيقاته.

تحريراً بتاريخ ٢٠١١/٧/١٨.

المقر بما فيه

الاسم الرباعي :

التوقيع :

شاهد

شاهد

المستشارون للمحاماة والقانون

COUNSILORS for Advocating and Law

المستشارون للمحاماة والقانون

تنظيم أمامي وبموجب تحريراً في

اليوم الثامن من شهر تموز لعام الفان وعشر

المحامي

Wasfi Al-Tal Str. Youbeel Circal.

شارع وصفي التل - دوار اليوبيل - مجمع الخنجي

المملكة الأردنية الهاشمية
دائرة الأراضي و المساحة
كشف بالأراضي و العقارات للمالكين

التاريخ : 2011/07/11

الصفحة : 1 /1

مديرية التسجيل: اراضي شرق عمان

اسم المالك : محمد عبدالقادر اسعد حامد الرقم الوطني: **********

اسم القرية	رقم واسم الحوض	رقم الحي	رقم اللوحة	رقم القطعة	رقم البناء	المساحة (م2)	حصص المالك
طبربور	6 / حويجر	0	14	310	000	39833	46800 / 24120

٢٨,٨٩٨ لاستعمال

FY 000272-7

المستشارون للمحاماة والقانون

Counsilors For Advocating and Law

وكالة خاصة

أنا / نحن الموقعـ ، إمضائـ بذيله [illegible] وفتحي يوسف محمد يوسف

قد وكلت / وكلنا وأقمـ مقام نفسـ المحامي احمد محمود قاسم

مجتمعين ومنفردين لينوب عني / عنا بتقديم و اقامة الدعوى و المرافعة والمدافعة والمحاكمة والمخاصمة في الدعوى المتكونة او التي ستتكون بينـ وبين

والتي موضوعها

وذلك أمام و / أية محاكم أو دوائر أو مجالس أو هيئات تحكيم أو أية جهات أخرى ذات اختصاص في الأردن والخارج على اختلاف انواعها ووظائفها ودرجاتها واعتراضا واستئنافا وتمييزا واعادة محاكمة وتصحيحا ومحكمة العدل العليا والمحاكم الادارية ولآخر درجات المحاكمة ، بما في ذلك تقديم الدعاوى وتوقيع وتقديم كافة ما يختص بها من لوائح واستدعاءات وطلبات وادعاءات وأوراق و مستندات وادعاء بالحق الشخصي ولينوب عني بالقيام بكافة الاجراءات الادارية والقضائية بالخصوص الموكل به وفي الدعاوى المتقابلة وفي دفع الرسوم والنفقات بما في ذلك توقيع وتقديم وملاحقة أي ادعاء أو طلب أو إستدعاء أو انذار عدلي أو أي مستند على الاطلاق وما يلزم من أوراق ولوائح ومستندات مهما كان نوعها وتسمية البينة وحصرها والطعن ببينة الخصم وشهوده وبالتبلغ والتبليغ والكشف وانتخاب الخبراء وعزلهم والطعن بهم وبقراراتهم والموافقة على التحكيم وتعين المحكم والمحكمين والمميزين وعزلهم والمرافعة أمامهم وباعتراض الغير و الدخول في الدعاوى كشخص ثالث و طلب ادخال أي شخص له علاقة بالدعوى كمدعي أو مدعى عليه أو كشخص ثالث وبطلب الحجز التحفظي و/أو التنفيذي وتثبيته وفكه واليمين ورده وبطلب نقل الدعاوي ورد القضاة والمحكمين والخبراء وبالصلح والاقرار والابراء ومراجعة دوائر التنفيذ و المرافعة أمامها وبطلب إعلان الإفلاس و الموافقة على المصالحة و القيام بكل ما يتعلق بطابق الافلاس دون تحديد وتنفيذ أي قرار أو أمر أو إتفاق يصدر أو يتفق عليه وقبول التسوية ورفضها وبطلب الحبس والتخلية و باستئناف القرارات التي تصدر عن هذه الدوائر و بقبض و باستلام ما يحكم أو يقرر أو يجري الإتفاق عليه وبإعطاء وصولات نافذة وفعالة بذلك وبكل ما يجوز التوكيل به قانوناً ذكر أو لم يذكر و لو كان ذكره مشروطا وبتوكيل الغير بجميع ما وكل به أو ببعضه وعزل من يوكل المرة بعد المرة وكالة مفوضة لرأيه وقوله و فعله.

تحريراً في هذا اليوم الثلاثاء من شهر تموز سنة الفان وثمانية عشر

اصادق على صحة التوكيل والتوقيع في ١٨/ ٧ / ٢٠١٨

المحامي

الموكل / الموكلون

FY 000272-8

المملكة الأردنية الهاشمية

صورة قيد تسجيل الأموال غير المنقولة

المديرية : اراضي شرق عمان
القرية : طبربور
اسم الحي :

رقم القيد : 2011-EA-17377
اسم الحوض : حويجر
نوع الأرض : ملك

يحتوي هذا القيد على 1 (صفحة)

رقم القطعة : 310
رقم الحوض: 6
رقم الشقة : 000
القيمة التسجيلية : 65.844
رقم بيان التغيير : --

المشروحات

رقم الحي: 0
رقم اللوحة : 14
مجموع الحصص: 46800
مقياس الرسم : 1/2500

	متر مربع	دونم
المساحة رقما :	833.000	39

المساحة كتابة : تسعة و ثلاثون دونم وثمانمائة و ثلاثة و ثلاثون مترمربع

يوجد وقوعات

	الرقم الوطني	اسم المالك	الجنسية	الحصص
*	9411013460	فتحي يونس محمد يونس	الأردنية	22680
		محمد عبدالقادر اسعد حامد	الأردنية	24120

إن الأموال غير المنقولة المبينة اعلاه مسجلة بأسماء المالكين المذكورين و قد اعطي هذا السند شهادة بذلك بتاريخ2011/07/13 واستوفيت الرسوم بموجب الوصول رقم 864195 تاريخ 2011/05/23

مدير تسجيل : اراضي شرق عمان

لمياء نهاد نشوان

* : المالك المشار اليه باشاره (*) هو الشخص المعني بهذا السند

خاص بالدائرة: 17377-YOKP6G
منظم سند التسجيل: لمياء نهاد حسين نشوان

EXHIBIT 10

FY 000272-9

المملكة الاردنية الهاشمية
دائرة الاراضي و المساحة
مخطط اراضي

N
W E
S

المحافظة: محافظة العاصمة
المديرية: اراضي شرق عمان
القرية: طبربور (129)

الحوض: حريجر (6)
الحي: -
رقم القطعة: 310

رقم الوصل: للعمل الرسمي
تاريخ الاصدار: 12-7-2011
تاريخ الوصل: 12-7-2011

الختم و التوقيع

مخطط الاراضي صالح لمدة سنة ما لم يتم عليه أي

EXHIBIT 10
Page 5 of 5

EXHIBIT H

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دار الترجمة
TRANSLATION HOUSE
DAR UTTARJAMA

جبل الحسين - مجمع سكينة التجاري
المدخل الشرقي - الطابق الاول
مكتب رقم ١٠
تلفاكس ٥٦٨٩٤٥٩ (٦-٩٦٢+)
تلفون ٥٦٥٨٦٠٤ (٦-٩٦٢+)
(للمراسلات فقط ص.ب ٣٤٣ الزرقاء ١٣١١٠ الاردن)
البريد الالكتروني: translationh@nets.com.jo

Counselors For Advocating and Law

Wasfi Al- Tal Str., Youbeel Circle,
Al-Kafjy Complex, 2nd Entrance, 3rd Floor
Tel. : 009626 5535464/5535414
Fax : 5535965, P.O.B. 2323 code 11910 Jordan

Written Declaration and Undertaking

I, the undersigned Mohammad Abdel Qader Asad Hamed, Jordanian nationality, holder of National No. (0933101975), whereas I own 24120 shares out of 46800 shares of the total shares in piece of land No. (310), basin 6, Huwaijer, Tabarbour Village, of east Amman lands, declare, while in full sound mental powers, that I received the price of my share in the mentioned land from Mr. Fathi Yusuf Mohamad Yusuf, Jordanian nationality, holder of National No. (9411 01 3460), hence the said Mr. Fathi has the right to dispose of my shares in full similar to the acts of owner's disposal of his property as of the date of signing this declaration and I undertake not to make any legal disposals in my sold shares such as lease and/or mortgage and/or sale, and and/or any acts and or benefit contracts with third parties and undertake to transfer the ownership of the sold share at the competent Lands Department as soon as possible or execute an irrevocable power of attorney to Mr. Fathi or third parties as deemed appropriate in due course and undertake also to appear before the courts and/or official departments and/or official and/or national departments so as to serve the interest of the buyer Mr. Fathi and as he deems fit and that all the financial rights and/or compensations which may rise out of the expropriation imposed on the piece of land subject of this declaration and which may be adjudged by the court are an acquired right in favour of Mr. Fathi and I recommend my folks and legal heirs after me not to oppose Mr. Fathi in the said land due to his right in it and I have signed this declaration in three originals whilst enjoying my full mental power that are legitimately and legally considered and drop my right to claim the falsehood of the declaration and/or the circumstances surrounding the execution of this declaration and/or any rebut arising from or relating to this declaration and/or its applications.

Executed on 18/7/2011.

Witness (Signed)

Witness (Signed)

Declarant,
Quadriple Name: Mohammad Abdel Qader Asad Hamed
Signature : (Signed)

(Counselors for Advocating & Law organized before me and with my knowledge. Executed on: the twelveth of July in the year of two thousand and eleven)
Lawyer : (Signed)

Seal of Counselors for Advocating and Law

EXHIBIT
S

إقـــــرار وتـــعهد خطـــي

أنا الموقع أدناه محمد عبد القادر اسعد حامد أردني الجنسية واحمل الرقم الوطني (٩٣٥١٠١١٩٧٥ و) وحيث أنني امتلك حصصاً مقدارها (٢٤١٢٠) حصة من أصل (٤٦٨٠٠) حصة إجمالي الحصص في قطعة الأرض رقم (٣١٠) حوض (٦) حويجر قرية طبربور من أراضي شرق عمان أقر وأنا بكامل قواي العقلية بأنني قد قبضت ثمن حصتي في قطعة الأرض المذكورة من السيد فتحي يوسف محمد يوسف أردني الجنسية ويحمل الرقم الوطني (٩٤١١٠١٣٤٦٠) وبذلك يحق للسيد فتحي يوسف المذكور بالتصرف بكامل حصصي تصرف المالك بملكه اعتباراً من تاريخ توقيع هذا الإقرار وأنني أتعهد بعدم إجراء أية تصرفات قانونية في حصصي المباعة من إجارة و/أو رهن و/أو بيع و/أو أية تصرفات و/أو عقود منفعة مع الغير وأتعهد بنقل ملكية الحصة المباعة لدى دائرة الأراضي المختصة بالسرعة الممكنة و/أو تحرير وكالة غير قابلة للعزل للسيد فتحي أو للغير الذي يراه السيد فتحي في حينه مناسباً وأتعهد كذلك بمراجعة المحاكم و/أو الدوائر الرسمية و/أو الأهلية بما يخدم مصلحة المشتري السيد فتحي وحسب ما يراه مناسباً وأن جميع الحقوق المالية و/أو التعويضات التي قد تنشأ عن الاستملاك الواقع على قطعة الأرض موضوع هذا الإقرار والذي قد تحكم به المحكمة هي حقاً مكتسباً لصالح السيد فتحي وأنني أوصي أهلي وورثتي الشرعيين من بعدي بعدم معارضة السيد فتحي في الأرض المذكورة وذلك لتعلق حقه بها وقد قمت بالتوقيع على هذا الإقرار على ثلاث نسخ أصلية وأنا بكامل قواي العقلية المعتبرة شرعاً وقانوناً واسقط حقي بالادعاء بكذب الإقرار و/أو الظروف التي أحاطت بتنظيم هذا الإقرار و/أو أي دفع ناشئ و/أو متعلق بهذا الإقرار و/أو تطبيقاته.

تحريراً بتاريخ ٢٠١١/٧/١٨.

المقر بما فيه

الاسم الرباعي : محمد عبد القادر اسعد حامد

التوقيع : ٢٠١١/٧/١٨

شاهد أحمد عبد الله

شاهد مصطفى محمد سليمان

المستشارون للمحاماة والقانون
نشهد أمامي وبمعرفتي تحريراً في
اليوم الثامن عشر من شهر تموز لعام الفان وعشر
المحامي أحمد فالح أ

المستشارون للمحاماة والقانون
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المدخل الثاني - الطابق الثالث
هاتف : ٥٥٣٥٤١٤ / ٥٥٣٥٤٦٤ - ٦ - ٠٠٩٦٢
تلفاكس : ٥٥٣٥٩٦٥ - ص.ب ٢٣٢٣ الرمز ١١٩١٠ الاردن

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EXHIBIT I

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED, Plaintiff/Counterclaim Defendant, vs. **FATHI YUSUF and UNITED CORPORATION,** Defendants/Counterclaimants, vs. **WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,** Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
	Consolidated With
MOHAMMAD HAMED, Plaintiff, v. **UNITED CORPORATION,** Defendant.	CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY RELIEF
MOHAMMAD HAMED, Plaintiff, v. **FATHI YUSUF,** Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION **JURY TRIAL DEMANDED**

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AMENDED SUPPLEMENTATION OF YUSUF'S ACCOUNTING CLAIMS AND PROPOSED DISTRIBUTION PLAN

Defendant/counterclaimant Fathi Yusuf ("Yusuf"), through his undersigned counsel, respectfully amends the Supplementation of Yusuf's Accounting Claims and Proposed Distribution Plan filed on December 7, 2016 (the "Supplementation") by changing the penultimate sentence thereof to clarify that the $50,521.29 Yusuf seeks to recover for expenses were incurred in conveying Hamed's interests in a number of Jordanian parcels not the one parcel identified in Exhibits O and S. Accordingly, as amended, the Supplementation should read as follows:

> Defendant/counterclaimant Fathi Yusuf ("Yusuf"), through his undersigned counsel, respectfully submits this Amended Supplementation of § VI of his Accounting Claims And Proposed Distribution Plan (the "Claim"), which was submitted to the Master and counsel for plaintiff/counterclaim defendant Mohammad Hamed ("Hamed") on September 30, 2016.[1] Yusuf supplements § VI of his Claim with the "payment analysis" attached as **Exhibit R**, an English translation of the Arabic version of the declaration and undertaking of Hamed (the original Arabic version was attached as Exhibit O to the Claim) attached as **Exhibit S**, and, among other things, the invoices identified in the payment analysis (Exhibit R) in both English and Arabic attached as collective **Exhibit T**. As reflected in Exhibit R, one-half of the value of the two parcels identified in the "Lands Value Estimation" attached as Exhibit N to the Claim (also included in Exhibit T) is $384,400.08. As further reflected in Exhibit R, one-half of the expenses incurred by Yusuf in conveying Hamed's interests in various Jordanian parcels is $50,521.29. Accordingly, Yusuf's supplemental claims totals US $434,921.37.

Respectfully submitted,

DUDLEY, TOPPER and FEUERZEIG, LLP

Dated: December 12, 2016 By: _____

Gregory H. Hodges (V.I. Bar No. 174)
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Attorneys for Fathi Yusuf
and United Corporation

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[1] Like the Claim, Yusuf is not filing this Amended Supplementation with the Court. Instead, he will file a Notice of Submission of Amended Supplementation with the Court.

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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING
	Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. UNITED CORPORATION, Defendant.	CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY JUDGMENT
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION

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YUSUF'S AMENDED ACCOUNTING CLAIMS
LIMITED TO TRANSACTIONS OCCURRING ON OR AFTER SEPTEMBER 17, 2006

e. Waleed Hamed's conversion of $1.4 million received in 1996 as reflected in a St. Maarten police report. Items (c) – (e) would appear to be barred by the Accounting Order.

Approximately forty (40) parcels of real property were purchased in Jordan using funds from the Plaza Extra Stores. All but two of those properties were jointly titled in the names of Hamed and Yusuf. The Court's assistance in administering or liquidating the jointly titled parcels is not sought at this time. Yusuf does seek the Court's assistance, however, with respect to two (2) parcels that were incorrectly titled in Hamed's name alone. These two parcels are identified in the "Land Value Estimation" attached as Exhibit N to the Original Claims. Yusuf respectfully requests an Order requiring the Executor/Administrator of Hamed's estate to take such action as may be necessary to properly reflect Yusuf's joint ownership of these parcels and to recover the $434,921.37 reflected in Exhibit R to Yusuf's Amended Supplementation Of Accounting Claims submitted to the Master and counsel on December 12, 2016, (the "Amended Supplementation").

Hamed's interest in another parcel that was purchased in Jordan using funds from the Plaza Extra Stores has already been conveyed to Yusuf as part of Hamed's efforts to appease Yusuf following his discovery of the misappropriation of $2,000,000 sent to Hamed from St. Maarten in or around 1997. A copy of the agreement in Arabic conveying Hamed's interest in such parcel is attached as Exhibit O to the Original Claims[18]. Yusuf had agreed to resolve this misappropriation, but not any others that Yusuf might later discover, by the conveyance of Hamed's interest in two parcels, one in Jordan that is the subject of Exhibit N, and one half acre parcel in St. Thomas, previously titled in the name of Plessen Enterprises, Inc., which is

[18] An English translation was provided to the Master and counsel as Exhibit S to the Amended Supplementation on December 12, 2016.

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addressed in a number of the Liquidating Partner's Bi-Monthly Reports. *See* Ninth Bi-Monthly Report at p. 5-6. Yusuf insisted that if Hamed wanted a resolution addressing all Hamed misappropriations, whether known or unknown, Hamed would have to arrange for the conveyance to Yusuf or United of another approximately 9.3 acre parcel located on St. Thomas also titled in the name of Plessen Enterprises, Inc. Hamed, through his son, Waleed, refused to convey this third parcel.

Although Yusuf is not pursuing his claims regarding the misappropriated 2,000,000, Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in the Jordanian parcel that is the subject of Exhibit N of the Original Claims in their second amended complaint in *Hamed v. Yusuf*, Civil No. SX-12-CV-377. Yusuf asks this Court to bind Hamed's estate by the agreement signed by Hamed.

Disputed/Undisputed, Ripe for Determination or Discovery Needed: It is Yusuf's position that these items are disputed and additional discovery is necessary. Furthermore, some of these claims relate to post – September 17, 2006 transactions or agreements between the Partners and therefore have not been eliminated by the Accounting Order.

VII. Loss of Going Concern Value of Plaza Extra-West

During the period that the Partnership operated Plaza Extra-West, it generated income, supported its expenses and ultimately generated profits. Plaza Extra-West's net profits were expected to continue indefinitely or, upon the dissolution of the Partnership, they were to continue until an orderly liquidation process could be concluded involving purchase of the business by one of the Partners or a third party. In either case, Plaza Extra-West's value as a "going concern" would have been quantified and realized equally by the Partners.

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EXHIBIT J

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

THE ESTATE OF MOHAMMED HAMED, through its executor, WALEED "WALLY' HAMED, WALEED "WALLY" HAMED, individually, WAHEED "WILLY" HAMED, MUFEED "MAFI" HAMED, AND HISHAM "SHAWN" HAMED, Plaintiffs, v. FATHI YUSUF, YUSUF YUSUF, MAHER (MIKE) YUSUF, NEJEH YUSUF, Defendants.	CIVIL NO. 377/2012 **ACTION FOR DAMAGES** JURY TRIAL DEMANDED

THIRD AMENDED COMPLAINT

Plaintiffs, by and through undersigned counsel and file their Third Amended this Complaint against Defendants and allege the following:

1. This Court has subject matter jurisdiction pursuant to 4 V.I.C. § 76.
2. Plaintiff, Waleed "Wally" Hamed, individually and in his capacity as executor of the Estate of Mohammad Hamed[1], is a resident of St. Croix, U.S. Virgin Islands. He is the son of the deceased Mohammad Hamed and the brother of the remaining Plaintiffs.
3. Plaintiff, Waheed "Willy" Hamed, is a resident of St. Croix, U.S. Virgin Islands and is the son of deceased Mohammad Hamed and the brother of the remaining

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[1] Mohammad Hamed, during the pendency if this action died and this action is being pursued by his Estate through "Wally Hamed", executor of the Estate of Mohammed Hamed. He was the father of the remaining Plaintiffs.

the "thefts" known at that time and not the ones now discovered, even though the new false allegations were from the same time period.

45. During the same period of time in 2011, Defendant Fathi Yusuf began to falsely inform various vendors that the Hamed family did not have an ownership interest in the Plaza Extra stores and to falsely claim that they were only employees who were going to be discharged.

46. Defendant Fathi Yusuf beginning in mid-2011 to the present has falsely informed vendors and the employees at the Plaza Extra stores that the Hamed family members are being fired for stealing funds.

47. In a further effort at extortion and coercion, Defendant Fathi Yusuf continued to threaten the Hamed family that he would continue to smear their good name, falsely call them thieves, falsely accuse them of stealing millions of dollars, try to kick them out of the business and have the Plaintiffs murdered unless the Hamed family agreed to transfer to Fathi Yusuf property in Jordan worth in excess of 40 million dollars.

48. In approximately September, 2011, Defendant Fathi Yusuf began to falsely claim that in 1993 Plaintiffs had taken and hidden money from United Corporation in the amount of four million dollars and had lost $600,000.00 making Merrill Lynch trades. He made those false representations in associates in Jordon and America and to other in the public.

49. Investigation revealed that those trades had actually been made, by Fathi Yusuf's brother's account that Fathi Yusuf used. Defendant Fathi Yusuf acknowledged he was in error and indicated all Wally Hamed had to have done was fax those

to continue into the foreseeable future.

COUNT I

139. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 138 above and incorporate same as if more fully set out herein.

140. The actions of the Defendants constitute defamation per se.

141. As a result the Plaintiffs have been damaged as set out herein.

COUNT II

142. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 141 above and incorporate same as if more fully set out herein.

143. The actions of Defendant, Fathi Yusuf, constitute misrepresentation, tortuous misrepresentation, fraudulent misrepresentation and fraud and coercion to include but not be limited to; Defendant Fathi Yusuf had no intention of stopping his threats and defamation if the Jordan property was transferred to him and the Plaintiff, Mohammad Hamed, transferred the property to Fathi Yusuf to stop the defamation and threats to kill him and his sons.

144. Plaintiffs relied in good faith on the representations of the Defendant.

145. As a result Plaintiffs have suffered damages as alleged as well as loss of the property in Jordan that should be conveyed back to Plaintiff Mohammad Hamed.

COUNT III

146. Plaintiffs repeat and reallege each and every allegation contained in paragraphs 1 through 145 above and incorporate same as if more fully set out herein.

EXHIBIT K

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

WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff/Counterclaim Defendant, v. FATHI YUSUF and UNITED CORPORATION, Defendants/Counterclaimants, v. WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC., Additional Counterclaim Defendants.	CIVIL NO. SX-12-CV-370 ACTION FOR INJUNCTIVE RELIEF, DECLARATORY JUDGMENT, AND PARTNERSHIP DISSOLUTION, WIND UP, AND ACCOUNTING
	Consolidated With
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. UNITED CORPORATION, Defendant.	CIVIL NO. SX-14-CV-287 ACTION FOR DAMAGES AND DECLARATORY JUDGMENT
WALEED HAMED, as Executor of the Estate of MOHAMMAD HAMED, Plaintiff, v. FATHI YUSUF, Defendant.	CIVIL NO. SX-14-CV-278 ACTION FOR DEBT AND CONVERSION
FATHI YUSUF and UNITED CORPORATION, Plaintiffs, v. 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

SUPPLEMENTAL RESPONSES
TO HAMED'S DISCOVERY

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

1. **Interrogatory No 3 – Relating to H-1, Dorthea Condo**

Dorthea Condo transaction. Mr. Yusuf confirms the following:

1. I was to receive the proceeds under the sales contract for the sale of the Dorthea Condo.
2. The full amount of $1.5 million for the sale was received.
3. I am currently in possession of $1,350,000 of the total amount of those proceeds in the form of another asset. The remaining $150,000, I directed the purchaser to pay directly to the Batch Plant to make up for what Hamed had received 10 years earlier but had failed to deliver to the Batch Plant. Attached is the document that reflects that payment (FY015136). The breakdown is: $750,000 for Yusuf (1/2 of the $1,500,000) and $600,000 for Hamed (total due $750,000 (his ½ of the 1,500,000) minus $150,000 paid to the Batch Plant from Hamed's portion).
4. I believe that I provided the handwritten "Dorothia" document to Willy but I do not recall when.
5. It is my belief that the principle payments were received prior to 2006. However, I cannot say this for sure.

2. Interrogatory No. 29 and Requests for Production of Documents No.s 21 and 34 – Relating to Y-2 and 4 relating to rent for Bays 5 and 8

Yusuf and United provide the following supplemental response to Interrogatory #29 and Requests for Production of Documents #21 and #34:

United has made a claim for past due rent for Bays 5 and 8 which were leased by Plaza Extra East at various points in time and utilized as extra storage. Yusuf set forth in his Declaration dated August 12, 2014 the square footage of each Bay, the period of the rental and the price per square foot. Again, Yusuf incorporates his August 12, 2014 Declaration together with the attached Chart as responsive to Interrogatory #29. In addition, attached is a floor plan of the United Shopping Center reflecting the location of Plaza Extra East and the other commercial/retail storefronts referred to as Bays (FY015135).

A. Bay 5 – Period May 1, 1994 through July 31, 2001

Bay 5 is close to the entrance of Plaza Extra East and is one of the most desirable storefronts in the United Shopping Center given its location and visibility. From 1987 to the time of the fire in 1992, Bay 5 was rented to a pharmacy. There is no copy of the lease for this period as it was destroyed in the fire. During this 1987-1992 timeframe, Plaza Extra East was utilizing a series of trailers as warehouse space to provide additional storage for inventory. There were eight trailers, four on the bottom and four on top. However, this storage system of trailers was very cumbersome and inefficient to access and effectively utilize. As Plaza Extra East was being rebuilt and then reopening, it needed additional space for storage which was easier to access.

As described more fully below, Plaza Extra East began utilizing Bay 8 for storage upon reopening in May, 1994. However, additional space was still needed. Mike Yusuf and Waleed Hamed broke through a cement block wall between Bay 4 and 5 to utilize the space in Bay 5 for sodas. They made an opening big enough for the forklift to go through. Their efforts demonstrate knowledge by Hamed that the space was being used. The space was utilized by Plaza Extra East from May 1, 1994 through July 31, 2001 for storage and primarily for the storage of sodas. Mr. Yusuf was not happy to discover that this particular Bay was needed for storage space because he would have preferred the space to be used as a retail store. In a conversation with Waleed Hamed, Mr. Yusuf explained that he would prefer to use the space to lease to retail but that if Plaza Extra East was going to use it for storage and needed the space, then it would have to pay rent, to which Waleed Hamed responded that he agreed. As Yusuf was in charge of setting the price and collecting the rent, he set the price at the same amount as other commercial tenants for that space. As with the rent for Bay 1, United allowed the rent to accrue so as to provide the partnership with greater liquidity. Waleed Hamed agreed to this arrangement.

At some point in the first half of 2001, Mr. Yusuf explained that Plaza Extra East cannot keep using Bay 5 for warehouse space as it is better utilized as retail space. It was helpful to the partnership to have other retail stores in the United Shopping Center which drives more customers to the area and then into Plaza Extra East. However, using such visible space for storage did not help increase the traffic to the center and by extension to Plaza Extra East. As Bay 5 is a highly visible space, the better use of the space was for retail. Beginning on September 1, 2001, United leased Bay 5 to a retail tenant operating as "Diamond Girl." A copy of the lease is attached to demonstrate the end of the period that Plaza Extra East was utilizing Bay 5. (Bates FY015138-75). The lease with Diamond Girl was for ten years. In December 2011, Diamond Girl entered into another lease with United and expanded their space to use Bay 4 in addition to Bay 5. A copy of that lease is also attached. (Bates FY015176-211). These leases reflect the price charged for the space and the ending time period of Plaza East's occupancy of Bay 5. There is no written lease for Plaza Extra East's use of the Bays 5 or 8, just as there was no written lease for the use of space to house the Plaza Extra East store. Waleed Hamed agreed to this arrangement. The total amount due for the period of rent for Bay 5 is as set forth in Yusuf's August 12, 2014 Declaration for $271,875.00.

B. Bay 8 – May 1, 1994 through September 30, 2002 ("First Bay 8 Rent")

Bay 8 is located in the corner of the shopping center and is a double bay. It is a less desirable location as a retail store given the limited storefront and lack of visibility being in the corner of the center.

From 1987 to the time of the fire in 1992, Bay 8 was rented to Ali's Hardware. Ultimately, United had to evict Ali Hardware at some point prior to the fire. Mike Yusuf recalls the scenario where the renter threw the keys to Mike as they were rebuilding the store after he had been evicted. The eviction was handled by Carl Beckstedt. Attached is an unsigned "Satisfaction of Judgment" reflecting the action brought against Ali Hardware for the collection of back rent demonstrating the date the suit was filed as 1993. (Bates FY01537). As described above, the storage system of stacked trailers used by Plaza Extra East at this time was inefficient. As Plaza Extra East was being rebuilt, it needed the additional space for storage.

Following the fire, Plaza Extra East reopened in May 1994 and began utilizing Bay 8 for additional storage. Given its less desirable location as a retail store, its large size and easy access to the back of the bay with a roll-down door, it was suitable and more feasible to use as a warehouse. Bay 8 was occupied by Plaza Extra East from May 1, 1994 through September 30, 2002. As the space had previously been rented to a third party but was now being utilized by Plaza Extra East, Mr. Yusuf discussed with Waleed Hamed that Plaza Extra East would need to pay rent for the use of this additional space and he agreed. As with the rent for Bay 1, United allowed the rent to accrue so as to provide the partnership with greater liquidity. Waleed Hamed agreed to this arrangement.

From October 1, 2002 to April 1, 2008, the space was then rented to an entity called Riverdale which is a food wholesaler who was not interested in utilizing the space as retail operation. A copy of the lease for Bay 8 is attached to reflect when the First Bay 8 Rent period ended and the amount charged for this space. (Bates FY015212-247). The total amount due to United for the First Bay 8 Rent is as set forth in Yusuf's August 12, 2014 Declaration for $323,515.63.

C. April 1, 2008 through May 30, 2013 ("Second Bay 8 Rent")

When the lease with Riverdale ended, Plaza Extra East began using the space for storage. As with the earlier period of use and the use of Bay 5, Yusuf discussed with Waleed Hamed that Plaza Extra East would pay rent on the same terms as before and Waleed Hamed Agreed. The total amount due to United for the Second Bay 8 Rent is as set forth in Yusuf's August 12, 2014 Declaration for $198,593.44. As before, United allowed the rent for this period to accrue rather than demanding payment so as to allow the partnership greater liquidity.

After May 30, 2013, United again rented Bay 8 to Riverdale or a relative of the individual who rented as Riverdale from that point forward.

There are no written leases between Plaza Extra East and United as to renting Bay 5 and Bay 8. At the time, the stores were all operating as United. However, as described above Mr. Yusuf discussed the matter with Waleed Hamed and he agreed to pay rent for the space utilized. Collection of the rent was deferred for Bays 5 and 8, just as it was deferred for the Plaza Extra East Store. *See* Yusuf Declaration of August 12, 2014, ¶8.

As to the period after this lawsuit was filed, United shows that Plaza Extra East continued to occupy the space until it was rented to the tenant associated with Riverdale. Mr. Yusuf considered the partial rent payments made by the partnership as to Bay 1 as a partial payment of the total rent debt due which included the rent for Bays 5 and 8. When Plaza Extra East was using either Bay 5 or 8, their use and occupancy was continuous during that period of time.

3. Interrogatory No. 30 – Relating to Y-12 Jordanian Property and Accounts

Yusuf supplements his responses to Interrogatory No. 30:

Over the course of time, Mr. Yusuf, on behalf of the partnership, purchased five different properties in Jordan (the "Initial Five Properties") and put in joint names of Hamed and Yusuf. Two of these properties are still owned by them jointly, two others were sold with the proceeds reinvested in a larger number (approximately 40 residential properties) and one Hamed transferred his interests to Mr. Yusuf pursuant to an agreement which also required the transfer of property in St. Thomas.

A. Original Five Properties in Joint Name of Yusuf and Hamed

Property 1: One of the Initial Five Properties was purchased for approximately 3 million Jordanian pounds around 1999 ("Property 1"). It was titled jointly in both Yusuf and Hamed's name. The parties still own it. It is now worth approximately at least 30 million. There is no dispute relating to this property and it is not the subject of Yusuf's Claim Y-12.

Property 2: Another of the Initial Five Properties was purchased for approximately 240,000.00 Jordanian pounds ("Property 2"). It was also titled in jointly in both names. Property 2 was later sold for 1 million Jordanian pounds. The proceeds from the sale of Property 2 and another of the Initial Five Properties were used to purchase additional properties more fully described below. Property 2 is not in dispute and is no longer owned by the partners.

Property 3: Another of the Initial Five Properties was purchased for 858,000.00 Jordanian pounds ("Property 3"). It was also titled jointly in both names. Subsequently after Mr. Yusuf determined that the Hamed's had removed funds without disclosing their receipt, Mr. Yusuf and Mr. Hamed entered into an agreement where Mr. Hamed agreed to provide his half of this property to Mr. Yusuf dated July 18, 2011, Exhibits O and S are the documents that reflects that transfer and agreement.

Property 4: Another of the Initial Five Properties was purchased for 520,000.00 Jordanian pounds. As with all of the Initial Five Properties, it was put in both names. Property 4 is located near an airport. At some point, a portion of Property 4 was needed for the roadway near the airport and the appropriate governmental entity procured the property under an eminent domain basis and ultimately paid 2 million Jordanian pounds. The remainder of the property was sold for 3.3 million Jordanian pounds. The proceeds from these transfers of Property 4 in combination with the proceeds from the transfer of

Property 2 were combined and used to purchase a larger number of residential properties more fully described below.

Property 5: Another one of the Initial Five Properties was purchased in the early 1990's for approximately 1 million Jordanian pounds. It too was in the joint names. The parties still own this particular property. Property 5 remains jointly owned and is not the subject of Yusuf's Claim Y-12.

B. Sale of Properties 2 and 4 and Reinvestment into 40 Residential Properties

With the sale of Properties 2 and 4 for a total of approximately 6.3 million Jordanian pounds, the parties purchased approximately 40 pieces of residential real estate ("40+Properties"). They 40+ Properties are not contiguous properties but are located in the Ahman area and all of the purchases were done during a single trip Mr. Yusuf took to Jordan. Although jointly owned, the 40+ Properties were put in Mohammad Hamed's name solely. However, the parties understood and agreed that Mr. Yusuf had a one-half interest in these properties. This timeframe would have been around 2008.

Sometime in 201l, Mr. Yusuf requested that the 40+ Properties now be titled to reflect his one-half interest. During a trip to Jordan, Hamed and Yusuf coordinated to transfer most but not all of these 40+ Properties to reflect their joint ownership. As described in Yusuf's accounting claim "[A]ll but two of these properties were jointly titled in the names of Hamed and Yusuf." Yusuf is not looking to liquidate these properties but rather "respectfully requests an Order requiring the Executor/Administrator of Hamed's estate to take such action as may be necessary to properly reflect Yusuf's joint ownership of these [two remaining] parcels and to recover the $434,921.37" in costs incurred relating to these 40+ Properties. The costs are set forth in Exhibit R to Yusuf's Original Claims Accounting.

C. Transfer of Property from Hamed to Yusuf Per Agreement

After Yusuf's discovery of the misappropriation of $2,000,000 sent to Hamed from St. Maarten in or around 1997, Mr. Yusuf agreed, in order to resolve that issue only, that Hamed would convey to him two properties. One of the properties was Property 3 described above and Hamed's conveyance of his interest in a one half acre parcel and its adjacent 9.31 acres in Tutu, St. Thomas.

The document reflecting Hamed's transfer of his interest in Property 3 to Yusuf is Exhibit O and Exhibit S which is the English translation. Property 3 is Land Lot No. 310. On Bates page FY000272-9 of Exhibit O, the words "Lot 310" is located in the middle of a residential community of approximately one million in population. It is a very large plot in the middle of all the smaller plots. Hamed's allegations in the 377 case at Paragraphs 43, 44, 143, 145, 153, 154 and 155 all relate to Property 3 and Hamed's transfer of it

to Yusuf. The Hamed's value that piece of property – Property 3 at $10,000,000.00. However, Mr. Yusuf estimates it is closer to only $8,000,000.00. Therefore, the claims in the 377 case do, in fact, relate to the same piece of property ("Property 3") and any alleged claims that Hamed has relating to Property 3 is properly adjudicated in this proceeding.

Yusuf is seeking exactly what he set forth in his claims accounting that "[A]lthough Yusuf is not pursuing his claims regarding the misappropriated 2,000,000, Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in" Property 3 in the 377 case. Yusuf is seeking an order, which binds Hamed's estate by the agreement signed by Hamed at Exhibits O and S. In that agreement entitled "Written Declaration and Undertaking," Hamed confirms that he has the requisite mental faculties to convey his interests in Property 3 to Yusuf, that he intends to give him all of his financial and other interests in the property. Hamed also states that:

> …I recommend my folks and legal heirs after me not to oppose Mr. Fathi [Yusuf] in the said land due to his right in it and I have signed this declaration in three originals whiles enjoying my full mental power that are legitimately and legally considered and drop my right to claim the falsehood of the declaration and/or the circumstances surrounding the execution of this declaration and/or any rebut arising from or relating to this declaration and/or its applications.

This was signed by Mohammed Hamed on July 18, 2011.

Ultimately, Yusuf had agreed to resolve the misappropriation by the conveyance of Property 3 and Hamed's conveyance of his interest in a one half acre parcel and its adjacent 9.31 acres in Tutu, St. Thomas. The 9.31 acres are currently titled in Plessen but should be conveyed to Mr. Yusuf. Likewise, any claims that Hamed would have to the ½ acre entrance parcel should be extinguished.

DUDLEY, TOPPER AND FEUERZEIG, LLP

DATED: January 15, 2019

By: s/Charlotte K. Perrell

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CERTIFICATE OF SERVICE

It is hereby certified that on this 15th day of January, 2019, I caused the foregoing a true and exact copy of the foregoing **SUPPLEMENTAL RESPONSES TO HAMED'S DISCOVERY** to be served upon the following via Case Anywhere docketing system:

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VERIFICATION

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

Dated: Jan. 15th, 2019

Fathi Yusof
Attesting Individual

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

On this, the 15 day of January, 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.

NP-49-17
Notary Public
Exp. 06/16/2021

EXHIBIT 1

FY 015045 – 015134

EXHIBIT L

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

MOHAMMAD HAMED, by his authorized agent WALEED HAMED,	)	CIVIL NO. SX-12-CV-370
Plaintiff/Counterclaim Defendant,	)	ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF
vs.	)	**JURY TRIAL DEMANDED**
FATHI YUSUF and UNITED CORPORATION,	)	
Defendants/Counterclaimants,	)	
vs.	)	
WALEED HAMED, WAHEED HAMED, MUFEED HAMED, HISHAM HAMED, and PLESSEN ENTERPRISES, INC.,	)	
Additional Counterclaim Defendants.	)	

LIQUIDATING PARTNER'S NINTH BI-MONTHLY REPORT

Pursuant to this Court's "Final Wind Up Plan Of The Plaza Extra Partnership" entered on January 9, 2015 (the "Plan"), defendant/counterclaimant Fathi Yusuf ("Yusuf"), as the Liquidating Partner[1], respectfully submits this ninth bi-monthly report of the status of wind up efforts, as required by § 5 of the Plan.

Pursuant to the Court's "Order Adopting Final Wind Up Plan" dated January 7, 2015 and entered on January 9, 2015 (the "Wind Up Order"), the Court adopted the Plan. An Order entered on January 27, 2015 approving a stipulation of the parties provided, among other things, that the effective date of the Plan "shall be changed from ten (10) days following the date of the … [Wind Up] Order to January 30, 2015."

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[1] Capitalized terms not otherwise defined in this report shall have the meaning provided for in the Plan.

the amount of $79,009.87 and for 2014 taxes in the amount of $43,069.36. Checks for those amounts have been delivered to Tutu Park, Ltd. The property taxes for 2015 have not yet been billed, but reserves will be set aside to pay these taxes (estimated to be $14,356.44 based on 4/12 x $43,069.36)[6], disputed federal unemployment (Form 940) taxes (approximately $732,000)[7], and contemplated accounting fees (approximately $30,000).

The Liquidating Partner's sixth bi-monthly report incorrectly stated (at p. 4) that Tutu Park, Ltd.'s claim for percentage rents in the amount of $41,462.28 had been rejected when, in fact, that claim was paid on December 17, 2015 via CRA check no. 278 and a matching check was issued to Yusuf via CRA check no. 279. Copies of these checks were provided to Hamed and the Master with the submission of the sixth bi-monthly report.

To date, no Partnership Assets requiring liquidation beyond those described above have been identified by or to the Liquidating Partner.[8] Hamed has inquired about the disposition of ½ acre of unimproved land located on St. Thomas that is allegedly owned by the Partnership and more particularly described as Parcel No. 2-4 Rem. Estate Charlotte Amalie, No. 3 New Quarter, St. Thomas, as shown on OLG Map. No. D9-7044-T002 (the "Land"). Yusuf submits

[6] If the Liquidating Partner determines that the Partnership is responsible to Tutu Park, Ltd. for additional rent in the form of taxes or otherwise, the Partnership would be obligated to pay United comparable amounts since the rent for the Plaza Extra East store was pegged to the rent for the Tutu Park store, as recognized in this Court's Memorandum Opinion and Order entered on April 27, 2015. For example, when $79,009.87 and $43,069.36 in real property taxes were paid to Tutu Park, Ltd., the Liquidating Partner and the Master authorized matching payments of $89,442.92 and $46,990.48 to United based on this formula. Accordingly, in addition to creating a $14,356.44 reserve for the 2015 pro-rated real property taxes, a reserve for the matching payment to United should be created in the amount of $9,812.14.

[7] The Liquidating Partner does not believe that any such taxes are actually due and owing.

[8] With the permission of the Master, a 2005 Toyota Camry owned by the Partnership and used primarily by Nejeh Yusuf in connection with his co-management of Plaza Extra Tutu Park was purchased by United on May 1, 2015 for the sum of $5,000.

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that the Land has been erroneously carried on the balance sheet of the Partnership, because the record owner of the Land, pursuant to a Warranty Deed dated July 26, 2006 and recorded August 24, 2006, was Plessen Enterprises, Inc. ("Plessen"), a corporation jointly owned by the Hamed and Yusuf families. The Land was encumbered by a mortgage dated August 24, 2006 from Plessen to United in the face amount of $330,000. Pursuant to a Deed In Lieu Of Foreclosure dated October 23, 2008 and recorded on March 24, 2009, Plessen conveyed the Land to United. Pursuant to a Release Of Mortgage dated October 23, 2008 and recorded on March 24, 2009, United released its mortgage covering the Land.[9] Copies of the Deed In Lieu Of Foreclosure and Release Of Mortgage have been provided to the Master and Hamed. Accordingly, the Liquidating Partner does not intend to pursue liquidation of the Land or the mortgage since the Partnership has no continuing interest in either.[10]

Hamed has claimed that the Liquidating Partner has "fail[ed] to identify a significant partnership asset, a Merrill-Lynch account that has in excess of $300,000 in it, all of which came from Plaza Extra funds." *See, e.g.*, Motion To Remove The Liquidating Partner filed by Hamed on January 29, 2016 at p. 6.[11] At page 3 of Yusuf's September 3, 2015 Response to the Objection, Yusuf states:

---

[9] The fourth bi-monthly report contained dated information. After that report was filed, counsel for the Liquidating Partner learned of the subsequent conveyance of the Land to United.

[10] On August 18, 2015, Hamed filed a "Notice of Objection to Liquidating Partners Bi-Monthly Reports" (the "Objection"), which raised the issue of the Land, among other issues, but acknowledged that these issues would be addressed in the "claims portion" of the liquidation process. On September 3, 2015, Yusuf filed his Response to the Objection. On February 8, 2016, Hamed filed his "Notice of Objection to Liquidating Partner's Sixth Bi-Monthly Report," to which Yusuf replied on February 24, 2016.

[11] Yusuf filed his Opposition to that motion on February 17, 2016.

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EXHIBIT M

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

12 SEP 17 A10 :22

MOHAMMAD HAMED By His Authorized Agent WALEED HAMED	)	
Plaintiff,	)	CIVIL NO. SX-12-CV-370
v.	)	
FATHI YUSUF AND UNITED CORPORATION	)	ACTION FOR DAMAGES INJUNCTIVE AND DECLARATORY RELIEF
Defendant.	)	JURY TRIAL DEMANDED

COMPLAINT

Comes now, the Plaintiff, Mohammad Hamed, by his authorized agent, Waleed Hamed, and hereby files this Complaint against Fathi Yusuf and the United Corporation, alleging as follows:

1. This Court has jurisdiction over this matter pursuant to Title 4 V.I.C. §76(a) and 5 V.I.C. §1261.
2. Plaintiff, Mohammad Hamed ("Hamed") and his authorized agent Waleed Hamed (a/k/a Wally Hamed) are both adult residents of St. Croix, United States Virgin Islands. The acts referenced herein attributable to Mohammad Hamed are to acts done either directly by Mohammad Hamed or through his family members acting as his authorized agent, hereinafter collectively referred to as "Hamed."
3. Defendant Fathi Yusuf is a resident of the St. Croix, United States Virgin Islands. The acts referenced herein attributable to Fathi Yusuf are to acts done either directly by Fathi Yusuf or through his family members acting as his authorized agent, hereinafter collectively referred to as "Yusuf."
4. The defendant, United Corporation ("United") is a Virgin Islands Corporation.

5. In the mid-1980's, Hamed and Yusuf formed a partnership to operate a grocery supermarket on the east side of St. Croix, named Plaza Extra, which was located in a shopping center operated by United.
6. The partnership between Hamed and Yusuf subsequently expanded to two other supermarket locations, one in the west end to St. Croix and one in St. Thomas, both of which also operated under the name Plaza Extra. The partners generally refer to these three stores as Plaza Extra East (Sion Farm, St. Croix), Plaza Extra West (Plesson/Grove, St. Croix)) and Plaza Extra St. Thomas (Tutu Park, St. Thomas. The Plaza supermarkets have grown in size, currently employing in excess of 600 employees in the three stores.
7. At all times relative hereto, the three Plaza Extra supermarkets have been managed jointly by Hamed and Yusuf, operating as a partnership with separate accounting records and separate bank accounts for each store, even though the partnership utilized the corporate entity of United for the reporting of tax obligations.
8. The bank accounts for the three Plaza Extra supermarkets have always been accessible equally to Hamed and Yusuf, with the parties agreeing that one family member from each of the Hamed and Yusuf families will sign each check written on these bank accounts. The parties are currently prohibited from removing funds from these accounts other than to operate the three Plaza supermarkets because of an Order entered by the District Court of the Virgin Islands in the

criminal matter entitled, *USA v. United Corporation et al.*, District Court Criminal No. 2005-15. The current bank accounts for each of the three Plaza stores are:

St. Thomas Plaza Extra Store:

Operating Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Payroll Acct:	04xxxxxxxxxx	Bank of Nova Scotia (BNS)
Telecheck Acct:	04xxxxxxx	Bank of Nova Scotia (BNS)
Credit Card Acct:	1xxxxxxx	Banco Popular

St. Croix Plaza Extra – WEST

Operating Acct:	19xxxxxx	Banco Popular
Credit Card Acct:	19xxxxxx	Banco Popular
TeleCheck Acct:	05xxxxxxxxxx	Bank of Nova Scotia (BNS)

St. Croix Plaza Extra – EAST

Operating Acct:	19xxxxxx	Banco Popular
Credit Cart Acct:	19xxxxxx	Banco Popular
Telecheck Acct:	58xxxxxxxxx	Bank of Nova Scotia (BNS)

9. United has always had separate accounting records and separate bank accounts for its shopping center and business operations that were unrelated to the three Plaza Extra supermarket stores. Hamed does not have access to these separate bank accounts used by United for its shopping center and other businesses unrelated to the three Plaza Extra supermarkets.

10. At all times relative hereto, the Hamed and Yusuf partnership profits from the Plaza Extra stores have always been held in banking and brokerage accounts completely separate from the profits of United's other unrelated businesses, even though the banking and brokerage accounts holding the profits from the Hamed and Yusuf partnership are in United's name as well. The parties are currently prohibited from removing funds from these accounts because of the same Order

entered by the District Court of the Virgin Islands in *USA v. United Corporation et al.,* District Court Criminal No. 2005-15. The current brokerage accounts holding these profits are:

Popular Securities
PSx-xxxx22
PSx-xxxx63
PSx-xxxx60
PSx-xxxx79
PSx-xxxx01
PSx-xxxx10
PSx-xxxx28
PSx-xxxx36

11. At all times relative hereto, Hamed and Yusuf have equally shared the profits distributed from the three Plaza supermarkets.
12. From time to time, Hamed and Yusuf have used these profits to buy other businesses and real property, always owning these jointly held assets on a 50/50 basis.
13. In this regard, Hamed and Yusuf have also maintained records of withdrawals from the partnership account to each of them (and their respective family members), to make sure there would always be an equal (50/50) amount of these withdrawals for each partner's family members.
14. Yusuf has repeatedly confirmed the existence of this partnership between himself and Hamed, including statements made under oath.
15. On February 10, 2012, Yusuf's attorney, Nizar DeWood ("DeWood"), informed Hamed (through his agent Wally Hamed) that Yusuf wanted to dissolve the partnership. **See Exhibit A.**

16. On February 12, 2012, (**See Exhibit B**) DeWood sent a letter on Yusuf's behalf to Hamed announcing that Yusuf was ready to proceed with dissolving the partnership, describing the partnership assets to be divided as follows:

> As it stands, the partnership has three major assets: Plaza Extra - West (Grove Place, including the real property), Plaza Extra - East (Sion Farm) and Plaza Extra (Tutu Park, St. Thomas).

17. DeWood then sent a proposed partnership dissolution agreement on behalf of Yusuf on March 13, 2012, to Wally Hamed, regarding the proposed dissolution of the partnership. That document (**See Exhibit C)** then went on to state in part as follows:

> WHEREAS, the Partners have operated the Partnership under an oral partnership Agreement since 1986.
>
> WHEREAS, the Partnership was formed for the purposes of operating Super Markets in the District of St. Croix, and St. Thomas; and
>
> . . . .
>
> WHEREAS, the Partners have shared profits, losses, deductions, credits, and cash of the Partnership;
>
> WHEREAS, the Partners have certain rights and responsibilities under the Virgin Islands Revised Uniform Partnership Act ("Act") governing dissolution of partnerships, and hereby desire to vary or confirm by the terms of this Agreement;

That document then described the partnership assets as follows:

> Section 1.1: Assets of the Partnership
> 1. PLAZA EXTRA EAST- Estate Sion Farm. St. Croix
> 2. PLAZA EXTRÄ WEST- Estate Grove, St. Croix (Super Market Business ONLY)
> 3. PLAZA EXTRA - Tutu Park. St. Thomas

18. The parties thereafter met on numerous occasions to try to address the division of the partnership assets, including the three Plaza Extra Stores and the

partnership profits held in the various bank and brokerage accounts. However, to date no agreement has been reached regarding the division of these partnership assets.

19. In the interim time period, Yusuf has engaged in and continues to engage in numerous acts in breach of his obligations as a partner in his partnership with Hamed, all of which are designed to undermine the partnership's operations and success, including but not limited to the following acts:

a) Threatening to terminate the Hamed family employees in the three Plaza Extra stores;

b) Threatening to have United evict the Plaza Extra store located in the United shopping center on the east side of St. Croix (**See Group Exhibit D**), including the threat of using self help to remove the partnership from the premises without using judicial process;

c) Attempting to have United impose excessive rent obligations on this store (**See Group Exhibit D**);

d) Failing to recognize Plaza Extra's rights in the premises where its Plaza store in the United Shopping Center is located, as the store was damaged by fire in 1992 and was rebuilt entirely with insurance funds from the Plaza supermarket and not from United, including using said partnership funds for the purchase of additional adjacent land for use by the supermarket;

e) Attempting to discredit the operations of these three stores by making defamatory statements about Hamed and his family members to third parties, including suppliers for the three stores, which are completely untrue;

f) Attempting to unilaterally change how the stores have operated by threatening to impose new and unreasonable restrictions on the operations of theses three stores, all of which are aimed at undermining Hamed's partnership interest in the three stores.

g) Refusing to pay valid obligations owed by the partnership, including but not limited to attorney's fees incurred in litigation in the pending District Court criminal case, in an effort to undermine the partnership's operations;

h) Threatening to close down the Plaza Supermarkets;

i) Threatening the Hamed family members working in the Plaza supermarkets with physical harm, trying to intimidate them into leaving the stores;

j) Giving false information to third parties, including suppliers of the three Plaza Supermarkets, regarding its future operations, jeopardizing the good will of the Three Plaza supermarkets;

k) Unilaterally canceling orders placed with vendors and not ordering new inventory for the three Plaza supermarkets; and

l) Spending funds from the bank accounts of the three Plaza supermarkets to support his other personal business interests unrelated to the three Plaza supermarkets.

20. Finally, on or about August 20, 2012, Yusuf unilaterally and wrongfully converted $2.7 million from the Plaza Extra supermarket accounts used to operate the partnership's three stores, placing the funds in a separate United account controlled only by him. Said conversion was a willful and wanton breach of the partnership agreement between Hamed and Yusuf.
21. Despite repeated demands, he has not returned these funds to the Plaza Extra bank accounts from which they were withdrawn, which not only violates the partnership agreement, but also threatens the financial viability of these three Plaza supermarkets and the employment of its 600 employees.
22. Upon information and belief, Yusuf has used these funds to purchase other assets in United's name, such as real property on St. Croix recently purchased for $1.7 million. **See Exhibit E.**
23. The acts in question were designed in part to take advantage of Hamed's failing health to force him out of the partnership and deny him his rightful partnership assets and profits.

COUNT I

24. All preceding allegations are realleged and incorporated herein by reference.
25. The foregoing acts all violate the partnership rights of Hamed as well as the terms of the partnership agreement between Yusuf and Hamed.
26. As such, pursuant to 26 V.I.C. § 75, Hamed is entitled to legal and equitable relief as deemed appropriate to protect and preserve his partnership rights.

27. In this regard Hamed is entitled to declaratory relief as to his rights as well as injunctive relief to protect those rights, including the return of funds to the partnership improperly taken or spent by Yusuf to date in violation of the agreement between the parties.

28. Hamed is also entitled to compensatory damages for all financial losses inflicted by Yusuf on the partnership and/or his partnership interest as well as punitive damages against Yusuf for his willful and wanton misconduct.

COUNT II

29. All preceding allegations are realleged and incorporated herein by reference.

30. The foregoing acts by Yusuf also constitute intentional misconduct, or reckless and grossly negligent conduct, which has adversely and materially affected the partnership between Hamed and Yusuf regarding the three Plaza supermarkets.

31. As such, Hamed is also entitled to a judicial determination under 26 V.I.C. § 121(5) that it is not practicable to continue the partnership with Yusuf so that Yusuf's partnership interests should be disassociated from the business, allowing Hamed to continue the partnership business without him pursuant to the provisions of 26 V.I.C. §§ 122-123 and Subchapter VII of Title 26.

WHEREFORE, the Plaintiff seeks the following relief from this Court as follows:

1) Declaratory Relief against both defendants to establish Hamed's rights under his partnership with Yusuf, including his rights regarding the operation of the three Plaza Extra supermarkets and the withdrawal of funds from the partnership accounts associated with these three Plaza supermarkets;

2) Injunctive Relief enjoining the defendants from interfering with Hamed's partnership rights, including enjoining Yusuf from interfering with the operations of the three Plaza Extra supermarkets and enjoining Yusuf from withdrawing any

funds from any partnership bank accounts or brokerage accounts without the consent of Hamed;

3) Declaratory Relief and Injunctive Relief against both defendants requiring the immediate return of of all funds improperly withdrawn from the bank accounts of the three Plaza supermarket accounts by Yusuf, including but not limited to the $2.7 million recently removed by Yusuf to an account to which Hamed does not have access;

4) Declaratory Relief and Injunctive Relief against both defendants regarding the property rights of the Plaza Extra store located at the United Shopping Center on the east side of St. Croix.

5) Declaratory Relief as to the partnership's rights in any businesses and/or assets purchased by United using partnership assets or obtained without providing the partnership the opportunity to participate in the ownership of these newly acquired businesses and/or assets;

6) An award of compensatory damages against the defendants, jointly and severally, as determined by the trier of fact;

7) A judicial determination under 26 V.I.C. § 121(5) that it is not practicable to continue the partnership with Yusuf so that Yusuf's partnership interests should be disassociated from the business, allowing Hamed to continue the partnership business without him pursuant to the provisions of 26 V.I.C. §§ 122-123 and Subchapter VII of Title 26.

8) An award of prejudgment interest at the statutory rate of 9%;

9) An award of punitive damages against Yusuf as determined by the trier of fact;

10) An award of attorney's fees and costs against both defendants; and

11) Any other relief the Court deems appropriate as warranted by the facts and the applicable law.

A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES TRIABLE BY A JURY

Dated: September 17, 2012

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EXHIBIT N

EXHIBIT N

Yusuf's Statement of Disputed Material Facts

1. In his November 2013 Interrogatory Response in the 377 Case, Yusuf testified:

   > The discussion went on like this for a while, and because we [Yusuf and Waleed] were getting nowhere, Responding Party [Yusuf] said to Waleed "call your father and let's go see him." Wally then called his father and said that we were coming to see him.
   > Responding Party [Yusuf] and Wally went in separate cars to see Mohammed Hamed at his Estate Carlton home. …
   >
   > After discussing the fact that what they were saying was impossible....Responding Party [Yusuf] also reminded Mohammed Hamed that he had told [Mohammed Hamed] even before this dispute arose, to speak to Wally Hamed about his gambling addiction…During this same meeting in Estate Carlton, Responding Party [Yusuf] also discussed several deposits of funds to Wally Hamed's personal Merrill Lynch account that he had seen on the Hard Drive, amounting to about $300,000.00+.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p.7.

2. In his November, 2013 Interrogatory Response, Yusuf testified:

   > It was then that Mohammed Hamed asked Responding Party [Yusuf], "what he [Responding Party] [Yusuf] wanted in exchange" and Responding Party [Yusuf] requested that for what he has seen so far, including an estimated amount for the gambling, the account will balance out if Mohammed Hamed were transfer his interests in two (2) properties: the one property in Jordan, and the property in Tutu Park. Defendant Yusuf had purchased both properties and transferred a half interest to Mohammed Hamed and/or a corporation owned by both families.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p.8.

3. In his April, 2014 deposition testimony, he testified:

   > 9 A. I [Yusuf]-- we met, and after I tell him [Mohammed] my story of what
   > 10 I know at that time, he say, **What do you want? I say, I'll**
   > 11 **take two property for what I discover so far**. He say,
   > 12 Which? I give him the description of the property, **one in**
   > 13 **Jordan and one at Tutu Park**. The one in Jordan, I pay one

> 14 million two, approximate. The one at Tutu Park, I paid
> 15 1 million for it. 1,000,350, I believe. **It's two pieces at**
> 16 **Tutu Park, but we call it one piece. One-half an acre as an**
> 17 **entrance, and 9.31 as the major piece of property.**
> 18 **He say, You can have it.**

See **Exhibit C-**Yusuf April 2, 2014 Depo, 78:9-18**.**

4. Even before Yusuf's deposition in April of 2014, Mohammed Hamed first testified about this same agreement the day before. Through an interpreter, Hamed testified:

> Interpreter:
>
> He [Mohammed] says he – he begged Mr. Fathi Yusuf for them to find a way to settle this. And – and Mr. Fathi Yusuf accused him of stealing $2 million. He told Fathi Yusuf –

See **Exhibit D**-Mohammed Hamed April 1, 2014 Depo; 148:1-4.

> He [Mohammed] says he—he pleaded with Mr. Fathi Yusuf not to let this get bigger and get—go to court; that in the process of trying to settle this, that Mr. Fathi had asked for two pieces of property. He [Mohammed] had agreed to that.

Id. at 148:24 – 149:1.

5. At the meeting at Hamed's St. Croix home, Hamed agreed to relinquish his interests in two properties, the Jordan Property and the Collective Tutu Property, but Yusuf then says one is enough–the Jordan Property**.** In his November, 2013 Interrogatory Response, Yusuf testified:

> When Mohammed Hamed immediately agreed to transferring his interest in the two (2) properties, admitting responsibility, Responding Party [Yusuf] believed that Mohammed Hamed was being straight with him. Responding Party [Yusuf] then said that one property was enough, that he will take the property in Jordan.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 8. Yusuf testified to the same in his April, 2014 deposition. *See* Exhibit C-Yusuf April 2, 2014 Depo, 78:18-79:18**.**

6. Discussions continued at Hamed's home between Yusuf and Hamed and Yusuf's memory is triggered to verify Hamed's statements as he described in his November, 2013 Interrogatory Response:

> After Mohammed Hamed had immediately agreed to make up for the transactions and to give up his interests in the two properties, Responding Party [Yusuf] and Mohammed Hamed began to chat. We talked about different properties. As Mohammed Hamed and Responding Party [Yusuf] continued to talk, Mohammed Hamed disclosed to Responding Party[Yusuf] that he had bought a piece of property in Jordan, a five-acre Olive Farm…The conversation triggered a memory, and when Responding Party [Yusuf] went back to the store he looked at the bank statements to confirm what Mohammed Hamed had told him, and the bank statement show that Mohammed Hamed had not been telling the truth…

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 8.

7. Within hours of returning to the Store from Hamed's home, Yusuf tells Waleed to advise Mohammed that the deal is for two properties—the Jordan Property and the Collective Tutu Property as originally agreed as he testified in his November, 2013 Interrogatory Response:

> Immediately, the same afternoon, Responding Party [Yusuf] informed Waleed Hamed to tell his father that one property not enough to compensate and that it had to be the two (2) properties they had agreed on-the Jordanian Property, and the Tutu Park property.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 8-9.

8. In his April, 2014 deposition testimony, Yusuf testified consistently as to his discussion with Wally to tell his father of the return to the original two property deal and his understanding from him discussion with Waleed that Hamed was in agreement. *See* Exhibit C-Yusuf April 2, 2014 Depo; 78:18–79:18**.**

9. In his most recent deposition, Yusuf further confirms this understanding as to his discussion with Wally and Hamed's assent to return the two property agreement, testifying:

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.

See **Exhibit E**-Yusuf January 22, 2020 Depo; 213:5-16.

10. Waleed confirms with Yusuf, Hamed's assent to the agreement for two properties. Yusuf's testimony as to this issue is consistent. *See* Exhibit E-Yusuf Jan. 22, 2020 Depo. 214:5-21; 217:20-219:1. Yusuf has a firm belief that there is confirmation from Waleed on behalf of Mohammed Hamed, that they have agreed to the deal, as reached originally as to the two properties, that in consideration of Yusuf's agreement not to pursue the Hameds for the $2 million transgression, that Hamed gives up his interest in two properties: the Jordan Property and the Collective Tutu Property. *Id*.

11. Once Yusuf cited to Waleed's testimony in his Opposition to Hamed earlier Motion for Partial Summary Judgment wherein he said "Yes" to Yusuf's question "did you tell your father" demonstrating Hamed's assent to returning to the original agreement that Hamed immediately had agreed to in their meeting at his home hours before, Waleed then reversed course and indicated that his response "Yes" was actually intended to deceive Yusuf. Waleed argued that when he was asked by Yusuf whether he told his father of the return to the two properties agreement, that he answered "yes, I told him," conveying only the fact *that* a conversation occurred, but not the *substance* of it. Clearly, Waleed's statements were deceptive and meant to

be deceptive. In his most recent testimony, Waleed's intention to withhold information from Yusuf is clear, Waleed testified:

> 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.

See **Exhibit F**-Waleed Jan. 22, 2020 Depo;158:4-16. This answer, also leads one to believe that Hamed said "Okay" he is in agreement.

12. Waleed further testified:

> Q. Okay. You saw Mr. Yusuf. And did you report to him that you had, in fact, conveyed what he had asked you 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.

Id. at 160:24-161:7.

> 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 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.

Id. at 161:22-162:7.

13. Mr. Yusuf understood that Waleed had confirmed Hamed's assent to return to the agreement originally reached for the two properties. *See* Exhibit E-Yusuf January 22, 2020 Depo; 217:20-219:1.

14. During the July 2011 trip to Jordan, Yusuf and Hamed discussion of the deal for Yusuf acceptance and Hamed relinquishment of the two properties (Jordan and Collective Tutu Property) and Hamed's assented and proceeded with partial performance with transfer of Jordan Property. As Yusuf testified in his November, 2013 Interrogatory Response:

> Shortly thereafter [the meeting at Hamed's home in St. Croix], Mohammed Hamed travelled to Jordan with his son Mufeed Hamed. Responding Party [Yusuf] followed them to Jordan to complete the transfer of the property in Jordan. Before Mohammed Hamed transferred the property, **Responding Party Yusuf made it clear, more than once, that his acceptance of the two (2) properties** were only for what he had discovered so far, the approximately $300+ Merrill Lynch deposits, the $1.3 million ($2 million less the $700K he had received) and an estimate of a $1 million at least, to cover Wally Hamed's gambling habit.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9.

15. When Yusuf traveled to Jordan and met with Hamed, Yusuf understood that there was an agreement as to the two properties (the Jordan Property and the Collective Tutu Property). *See* Exhibit E-January 22, 2020 Depo. 214:5-21; 217:20-219:1.

16. Yusuf met with Hamed, while in Jordan, "[b]efore Mohammed transferred the property, Responding Party [Yusuf] made it clear, more than once that his acceptance of the two (2) properties, were only for what he discovered so far…" *See* Exhibit B-Yusuf Nov. 2013 Interrog.

Resp. in 377 Case, No. 1, p. 9. Yusuf thereafter, discussed the matter with Hamed, in person, in Jordan, "more than once" at the point in which the partial performance was occurring. *Id.*

17. In light of those discussions with Yusuf in Jordan, "Mohammed Hamed went ahead and transferred his interest in the Jordanian Property." *Id.*

18. Hamed's failure to transfer the 9.3 acres in Tutu occurred several months after Yusuf returned from Jordan and Hamed had already transferred the Jordan Property. In the remainder of Yusuf's 2013 Interrogatory Response, he further testified:

> When Responding Party [Yusuf] returned to St. Croix, he continued to review the hard-drive and discovered even more unauthorized transactions of Wally Hamed taking funds for his personal use. As a result of these new discoveries of even more unauthorized transfer of funds by Plaintiff Waleed Hamed, the Defendant [Yusuf] informed Wally Hamed that it has to be three (3) properties to cover everything Responding Party [Yusuf] had found. Responding Party requested that Mohammed Hamed transfer his interest in another property in Jordan Responding Party [Yusuf] had bought and given an half interest to Mohammed Hamed.
> When Responding Party [Yusuf] asked Waleed Hamed to proceed with the transfer of the Tutu Park property, it is at this point, **several months later**, that Plaintiff Waleed "Wally" Hamed and Plaintiff Mohammed Hamed refused to transfer not only the second property [the Collective Tutu Property], but also the third property[1] requested as a set-off for the unauthorized transactions.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9.

19. The only portion of the Collective Tutu Property that required transfer was the 9.3 acre parcel, as the Tutu Half-Acre was already in the name of United. *See* Exhibit A-January 14,

[1] There is no doubt that Yusuf discovered other transgressions following the agreement as to the Jordan Property and the Collective Tutu Property and that he sought to initiate new discussions with Hamed to determine if a resolution of those new-found transgressions could be had or possibly a global resolution reached. Those resulted in the meetings with the various community leaders which ultimately were unsuccessful and no agreement as to the additional transgressions or a global resolution was reached. However, none of these facts, impacts the earlier agreement that was reached as to the Jordan Property and the Collective Tutu Property.

2020 Order finding that "(5) United has held title to the Half Acre in Estate Tutu since 2008", p. 12.

20. Hamed and Waleed's refusal to transfer the remaining 9.3 acre tract, "several months later" was evidence of their breach but does not negate the agreement or change the status of the Tutu Half Acre as no documented transfer was necessary for Hamed to have relinquished his interests. *See* Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9.

21. Yusuf subsequently discovers other transgressions and he attempts to resolve those issues or to reach a possible global settlement, but these efforts are unrelated to the earlier agreement relating to the $2 million transgression and agreement to transfer/relinquish interest in the Jordan Property and Collective Tutu Property. *See* Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9. Specifically, Yusuf testified:

> The parties' relationship broke down completely, Defendant [Yusuf] informed Wally Hamed and Mohammed Hamed that he no longer wanted to work with them and it was time for the families to go their separate ways.
>
> Sometime thereafter Plaintiff Waleed Hamed enlisted the assistance of his Uncle Mohammed Hannun and certain business associates in the Muslim Community to help settle the parties' disputes. The meetings to settle the dispute were arranged with the consent of Plaintiff Waleed Hamed as agent for Plaintiff Mohammed Hamed.

See Exhibit B-Yusuf Nov. 2013 Interrog. Resp. in 377 Case, No. 1, p. 9.

22. While Hamed seeks to limit the admission of the Affidavits relating to these meetings, the information reveals that as to the initial agreement—relating to the $2 million transgression—there was already an agreement.[2]

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[2] Ironically, the very Interrogatory Response from the 377 Case to which Hamed cites in his Motion is in response to a question that solicits information as to "all persons Defendant [Yusuf] discussed those allegations with by name, address, date and what was said." Yusuf shows that he is filing a response to Hamed's Motion in Limine as to the production of affidavits relating to the very discusses that occurred after the agreement as to the Jordan and Tutu Property occurred. While Yusuf disputes that the information in the affidavits is inadmissible, Yusuf further shows

23. Yusuf also detailed the agreement in his initial Proposed Distribution and Accounting ("Yusuf's Initial Accounting Claims"). *See* **Exhibit G**-Yusuf's Initial Accounting Claims[3], p.13-14 and Exhibit O thereto. *See also* **Exhibit H**-English Translation of Agreement as to Jordan Property.

24. Again in Yusuf's Amended Accounting Claims filed on October 31, 2017, Yusuf chronicled the agreement, his forbearance from recovering the $2,000,000, Hamed's partial performance and noted that Hamed's sons were attempting to rescind Hamed's conveyance of the Jordanian parcel in the 377 Case. *See* **Exhibit I**-Yusuf's Amended Accounting Claims, p. 17-18. Yusuf asked the Court to "bind Hamed's estate by the agreement signed by Hamed." *Id.*[4]

25. In the 377 Case, Hamed admits "the Hamed family had transferred the property in Jordan…in reliance on Fathi Yusuf's representations that it, the transfer would stop all the slander and defamation and dissension between the families" following Yusuf's discovery of the $2,000,000 misappropriation by Hamed but they contend it did not. *See* **Exhibit J**-Third Amended Complaint in the 377 Case, ¶45, *inter alia*.

26. Hamed confirms that the transfer of the Jordanian property was made in reliance and as partial performance of the agreement and Hamed is suing Yusuf based upon that agreement and

---

that such information which is not necessarily offered for the truth of the matter asserted (i.e. that there was an agreement as to the transfer of the two properties, the Jordan and Collective Tutu Property relating to the $2 million transgression by Hamed) but also to evidence that at the time Yusuf had these meetings, it was his understanding, which he conveyed to others, that this deal had been made and that was conveyed to them.

[3] Yusuf notes that the 9.3 acre parcel together with the Tutu Half-Acre were actually considered to be one property as per Yusuf's deposition testimony. *See* Exhibit A. The description in Yusuf's Initial Accounting Claims inadvertently misstates the 9.3 acre to be considered a third property. Yusuf clarified in his Supplemental Responses to Hamed's Discovery filed on January 15, 2019. *See* **Exhibit K**–Yusuf's Supplemental Responses to Hamed's Discovery, January 15, 2019, p. 7-8 with Verification.

[4] Yusuf's claims relating to the agreement remains pending and has been designated by the parties as Y-12. Furthermore, pursuant to the parties agreement in the Joint Discovery and Scheduling Plan that the Master Ordered on October 5, 2019, Yusuf's claims for Y-12 have been designated as a B-2 claim, the schedule for which requires additional discovery to take place from July 1, 2020 to discovery depositions to occur in 2021.

his allegation of Yusuf's failure to cease further disclosure of the misappropriations. *See* Exhibit J-Third Amended Complaint in the 377 Case[5].

27. Further, Hamed testified that he had agreed to the transfer of the two properties to resolve the $2,000,000 issue. *See* Exhibit D, Mohammed Hamed April 1, 2014 Depo; 148:24–149:1.

28. Yusuf explained the agreement for Hamed to relinquish his interests in the properties in detail in his Supplemental Responses to Hamed's Discovery filed on January 15, 2019. *See* Exhibit K-Yusuf's Supplemental Discovery Responses, p. 7-8 with Verification. Specifically, Yusuf stated:

> After Yusuf's discovery of the misappropriation of $2,000,000 sent to Hamed from St. Maarten in or around 1997, Mr. Yusuf agreed, in order to resolve that issue only, that Hamed would convey two properties. One of the properties was Property 3 described above [the property in Jordan] and Hamed's conveyance of his interest in a one half acre parcel and its adjacent 9.31 acres in Tutu, St. Thomas.
>
> …
>
> Yusuf is seeking exactly what he set forth in his claims accounting that "[A]lthough Yusuf is not pursuing his claims regarding the misappropriation of 2,000,000, Hamed's sons are still seeking to somehow rescind Hamed's conveyance of his interest in" Property 3 in the 377 case. Yusuf is seeking an order, which binds Hamed's estate by the agreement signed by Hamed at Exhibits O and S. In that agreement entitled "Written Declaration and Undertaking," Hamed confirms that he has the requisite mental faculties to convey his interests in Property 3 to Yusuf that he intends to give him all of his financial and other interest in the Property. Hamed also states that…[he has the requisite mental capacities to so declare and recommends my folks and legal heirs not oppose the transfer or Fathi's right to Property 3]… This was signed by Mohammed Hamed on July 18, 2011.

[5] Contrary to Hamed's assertion, in the 377 Case, Hamed uses the agreement as a basis for his alleged detrimental reliance, that he made the transfer of the Jordanian property pursuant to the agreement and in reliance upon Yusuf's forbearance of further accusations against Hamed of improperly removing partnership funds. Hamed cannot now contend that the agreement upon which he is basing his claims in the 377 Case does not exist for the purposes of this case.

> Ultimately, Yusuf had agreed to resolve the misappropriation by the conveyance of Property 3 and Hamed's conveyance of his interest in a one half acre parcel and its adjacent 9.32 acres in Tutu, St. Thomas. The 9.31 acres are currently titled in Plessen but should be conveyed to Mr. Yusuf. Likewise, any claims that Hamed would have to the ½ acre entrance parcel should be extinguished.

See Exhibit K-Yusuf's Supplemental Response to Hamed's Discovery, p. 7-8 with Verification.

29. As to the identification of the Tutu Half-Acre on the books of United, Yusuf shows that he identified that it was erroneously carried on those books in the various Bi-Monthly Reports. In particular, the Ninth Bi-Monthly Report Yusuf notes that error. *See* **Exhibit L**-Ninth Bi-Monthly Report, p. 5-6.

EXHIBIT O

EXHIBIT O

Yusuf's Opposition to Hamed's Statement of Undisputed Material Facts

Yusuf shows that Hamed's Statement of Undisputed Facts often relate to time periods and facts unrelated to the issue before the Court. Those facts do not address the issue of whether the Tutu Half-Acre was a partnership asset at the time of dissolution and therefore, subject to division. Furthermore, Yusuf incorporates his Statement of Disputed Material Facts as evidence that genuine issues of fact exist precluding summary judgment as to Hamed Claim H-142 set forth in Exhibit N to Yusuf's Opposition. Pursuant to V.I. Civ. Pro. R. 56(c)(2)(B)(i) and (ii), Yusuf responds as follows:

Hamed Statement No. 1:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf cannot confirm the accuracy of Hamed's Statement 1 but, otherwise, has no reason to dispute that the photo representation is as Hamed purports it to be.

Hamed Statement No. 2:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Admitted.

Hamed Statement No. 3:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Admitted.

Hamed Statement No. 4:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Admitted.

Hamed Statement No. 5:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Admitted.

Hamed Statement No. 6:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Disputed. The January 14, 2020 Order found:

> …4) Plessen subsequently transferred title of the Half Acre in Estate Tutu to United pursuant to a deed-in-lieu in 2008, and (5) United has held title to the Half Acre in Estate Tutu since 2008. However, there is clearly a genuine dispute as to whether United has since held title to the Half Acre in Estate Tutu as United operating as the Partnership (hereinafter "Partnership's United") or United operating as a separate distinct entity from the Partnership solely owned by Yusuf (hereinafter "Yusuf's United"), and thereby there is clearly a genuine dispute as to whether the Half Acre in Estate Tutu is currently a Partnership asset.

See Exhibit A-January 14, 2020 Order, p. 12. The Court further held that Hamed had mischaracterized United and Yusuf's concessions and held that "United and Yusuf conceded that the Partnership's United held title of the Half Acre in Estate Tutu from 2008 until 2011and that the Half Acre in Estate Tutu only remained a Partnership asset until 2011."

Hamed Statement No. 7:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Admit that a plea agreement was entered into by Hamed, Yusuf and United. The terms of which speak for themselves and are the best evidence as to their content. To the extent that Statement 7 does not accurately reflect the terms of the plea agreement it is denied. As to the funds that would become available, Yusuf denies same as stated.

Hamed Statement No. 8:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Disputed as written. Yusuf admits that he discovered transgressions of the Hameds and investigated these issue in discussions with them. There was an agreement reached for Hamed to transfer and/or relinquish his interest in a property in Jordan and property in Tutu consisting of a 9.3 acre tract and the half-acre entrance parcel, which is the subject of Hamed's Motion. The substance of this agreement and factual support for same are set

forth in Yusuf's Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement to the extent that it seeks to evidence any statements to the contrary.

Hamed Statement No. 9:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Disputed as written. Yusuf admits that he discovered transgressions of the Hameds and investigated these issue in discussions with them. There was an agreement reached for Hamed to transfer and/or relinquish his interest in a property in Jordan and property in Tutu consisting of a 9.3 acre tract and the half-acre entrance parcel which is the subject of Hamed's Motion. The substance of this agreement and factual support for same, including the deposition testimony in April 2014, among others, are set forth in Yusuf's Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement to the extent that it seeks to evidence any statements to the contrary.

Hamed Statement No. 10:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf admits that testimony is reproduced in Hamed Statement 10. However, Yusuf objects to the extent that this is intended to demonstrate the full breath of his testimony on this issue. Rather, the substance of the agreement, which was consummated after subsequent discussion than those represented in the deposition excerpt for Statement 10, and factual support for same, including additional deposition testimony in April 2014, among others, are set forth in Yusuf's Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement to the extent that it seeks to evidence any statements to the contrary and which is not inclusive of Yusuf's full testimony on this issue.

Hamed Statement No. 11:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization of his testimony. Yusuf admits that the testimony reproduced in Hamed Statement 11 is his testimony. However, Yusuf objects to the extent that this is intended to demonstrate the full breath of his testimony on this issue. Rather, the substance of the agreement, which was consummated after subsequent discussion than those represented in the deposition excerpt for Statement 11 and factual support for same, including additional deposition testimony in April 2014, among others, are set forth in Yusuf's Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement to the extent that it seeks to evidence any statements to the contrary and which is not inclusive of Yusuf's full testimony on this issue.

Hamed Statement No. 12:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization of his testimony and rather shows that the substance of the agreement with Hamed, which was consummated after subsequent discussion than those represented in the deposition excerpt for Statement 12 and factual support for same, including additional deposition testimony in April 2014, among others, are set forth in Yusuf's Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement to the extent that it seeks to evidence any statements to the contrary and which is not inclusive of Yusuf's full testimony on this issue.

Hamed Statement No. 13:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization of his actions and testimony. Further, Yusuf shows that such "statements" are clearly arguments as opposed to any attempt to state a fact to which there is no genuine issue. Moreover, Yusuf shows that Hamed has failed to cite his alleged source. Furthermore, Yusuf has acknowledged that at footnote 2 of page 4 of his original Opposition he noted: "Yusuf notes that the 9.3 acre parcel together with the Tutu Half-Acre were actually considered to be one property as per Yusuf's deposition testimony. *See* Exhibit A [thereto – Exhibit G hereto]. The description in Yusuf's Initial Accounting Claims inadvertently misstates the 9.3 acre to be considered a third property. Yusuf clarified in his Supplemental Responses to Hamed's Discovery filed on January 15, 2019. *See* Exhibit G [thereto – Exhibit K hereto]–Yusuf's Supplemental Responses to Hamed's Discovery, January 15, 2019, p. 7-8 with Verification."

Hamed Statement No. 14:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies as written. Further, Yusuf shows that such "statements" are clearly arguments as opposed to any attempt to state a fact to which there is no genuine issue. To point to facts contrary to these assertions, Yusuf incorporates his Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 15:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf admits the testimony of Hamed to have been accurately reproduced. Yusuf disputes that this is the extent of the evidence as to the ultimate agreement. To point to facts contrary

to these assertions, Yusuf incorporates his Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 16:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization of Hamed' deposition testimony. Yusuf admits that he communicated the day after they met to return to the earlier agreement as to two properties and that Hamed assented to same. Yusuf incorporates his Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 17:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization in Statement No. 17. Yusuf incorporates his Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 18:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization in Statement No. 18. Yusuf incorporates his Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement and to demonstrate the disputed issues. Hamed is attempting to confuse the representations made by Yusuf. Yusuf shows that his testimony in his earlier discovery responses in a related case and deposition testimony and discovery responses in this case are consistent. The only error resulted in the statement as to the claim in Exhibit G, which Yusuf acknowledged as made in error.

Hamed Statement No. 19:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization in Statement No. 19. Yusuf incorporates his Opposition to the Motion as well as his Statement of Disputed Facts. Both are incorporated herein as responsive to this statement and to demonstrate the disputed issues. Hamed is attempting to confuse the representations made by Yusuf. Yusuf shows that his testimony in his earlier discovery responses in a related case and deposition testimony and discovery responses in this case are consistent. The only error resulted in the statement as to the claim in Exhibit G, which Yusuf acknowledged as made in error.

Hamed Statement No. 20:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization in Statement No. 20. Yusuf shows that at Paragraph 18 of the Hannun affidavit, he confirms that he understood that by the time they were meeting with Waleed and Yusuf in late 2011, that "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 do for the $2 million transfer including the $700k that Mohammad Hamed agreed he received for the Batch Plant, and to cover what was spent on Waleed's gambling habit." This evidences that those familiar with the parties and the disputes, were aware that the Hamed had already agreed to this turn-over of two (2) properties. The subsequent negotiations which ultimately were not successful are immaterial as to the issue of the agreement as to the two properties for the $2 million dollar transgressions by the Hamed. *See* Hamed Exhibit 4, ¶18.

Hamed Statement No. 21:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's Hamed's characterization in Statement No. 21. Yusuf shows that at Paragraph 18 of the Hannun affidavit, he confirms that he understood that by the time they were meeting with Waleed and Yusuf in late 2011, that "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 do for the $2 million transfer including the $700k that Mohammad Hamed agreed he received for the Batch Plant, and to cover what was spent on Waleed's gambling habit." This evidences that those familiar with the parties and the disputes, were aware that the Hamed had already agreed to this turn-over of two (2) properties. The subsequent negotiations which ultimately were not successful are immaterial as to the issue of the agreement as to the two properties for the $2 million dollar transgressions by the Hamed. *See* Hamed Exhibit 4, ¶18. Yusuf is not disputing that a global resolution was never ultimately reached and that the subsequent discussions with members of the community ultimately did not result in an agreement. However, this does not alter the fact that an agreement was reached as to the two properties for the $2 million as described above and in detail in Yusuf Opposition and Statement of Disputed Material Facts incorporated herein.

Hamed Statement No. 22:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization in Statement No. 22. Further, Yusuf incorporates his Opposition and Statement of Disputed Material Facts as responsive to this statement and to demonstrate the disputed issues. Moreover, no written documents were needed to demonstrate that Hamed had relinquished his interest to the Tutu Half Acre in 2011 as the property was already titled in United's name since in 2008.

Hamed Statement No. 23:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf admits that the document transferring the Jordan Property was executed on July 8, 2011 but denies Hamed's characterization in Statement No. 23, that it is the full breath of the agreement reached between Yusuf and Hamed or that a writing was required as to their agreement. See Yusuf's Opposition and Statement of Disputed Material Facts as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 24:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies the characterization set forth in Statement No. 24. Yusuf admits that the documents speaks for itself and is the best evidence of its contents. Yusuf denies Hamed's characterization in Statement No. 24, that it is the full breath of the agreement reached between Yusuf and Hamed or that a writing was required as to their agreement. See Yusuf's Opposition and Statement of Disputed Material Facts as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 25:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies the characterization as to whether the document was faxed and by whom. Otherwise, Yusuf shows that the document speaks for itself and is the best evidence of its contents.

Hamed Statement No. 26:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies the characterization set forth in Statement No. 26. Yusuf admits that the documents speaks for itself and is the best evidence of its contents. Yusuf denies Hamed's characterization in Statement No. 26, that it is the full breath of the agreement reached between Yusuf and Hamed or that a writing was required as to their agreement. See Yusuf's Opposition and Statement of Disputed Material Facts as responsive to this statement and to demonstrate the disputed issues.

Hamed Statement No. 27:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies the characterization set forth in Statement No. 27. Yusuf admits that the documents speaks for itself and is the best evidence of its contents. Yusuf denies Hamed's

characterization in Statement No. 27, that it is the full breath of the agreement reached between Yusuf and Hamed or that a writing was required as to their agreement. See Yusuf's Opposition and Statement of Disputed Material Facts as responsive to this statement and to demonstrate the disputed issues. Moreover, Yusuf shows that no document was necessary to demonstrate Hamed's relinquishment of his interests in the Tutu Half Acre as it was already titled in United's name.

Hamed Statement No. 28:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies the characterization set forth in Statement No. 28. See Yusuf's Opposition and Statement of Disputed Material Facts as responsive to this statement and to demonstrate the disputed issues. Moreover, Yusuf shows that no document was necessary to demonstrate Hamed's relinquishment of his interests in the Tutu Half Acre as it was already titled in United's name and that no attorney was required to effectuate the agreement between Yusuf and Hamed as to the relinquishment of Hamed's interests in the Tutu Half Acre.

Hamed Statement No. 29:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf admits that as to the identification of the Tutu Half-Acre on the books of United, Yusuf shows that he identified that it was erroneously carried on those books in the various Bi-Monthly Reports. In particular, the Ninth Bi-Monthly Report Yusuf notes that error. *See* Exhibit H – Ninth Bi-Monthly Report, p. 5-6. Yusuf shows that the information contained on the 4th Bi-Monthly Report was dated and later modified to reflect the error.

Hamed Statement No. 30:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:
Yusuf denies Hamed's characterization in Statement No. 30. Rather, Yusuf shows that in the 4th bi-monthly report, that in 2015, he changed the parcel's "ownership" in the books from the Partnership to United. (Hodges' letter on behalf of the LP, and the Fourth Bi-Monthly Report.) Yusuf shows that the information contained on the 4th Bi-Monthly Report was dated and later modified to reflect the error. *See* Exhibit H-Ninth Bi-Monthly Report.

Hamed Statement No. 31:
Yusuf shows that due to the length of the statement, same will not be reproduced herein.

Yusuf's Response:

Yusuf denies Hamed's characterization in Statement No. 31. The representations made by Yusuf speak for themselves and are the best evidence of their contents. Further, Yusuf shows that such "statements" are clearly arguments as opposed to any attempt to state a fact to which there is no genuine issue. Moreover, Yusuf shows that Hamed has failed to cite his alleged source.