

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.

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**WALEED HAMED, AS EXECUTOR OF THE  
ESTATE OF MOHAMMAD HAMED,**

PLAINTIFF,

v.

**UNITED CORPORATION,**

DEFENDANT.

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**MOHAMMAD HAMED,**

PLAINTIFF,

v.

**FATHI YUSUF,**

DEFENDANT.

Civil No. **SX-12-CV-370**

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

CONSOLIDATED WITH

Civil No. **SX-14-CV-287**

**ACTION FOR DAMAGES and  
DECLARATORY JUDGMENT**

CONSOLIDATED WITH

Civil No. **SX-14-CV-278**

**ACTION FOR DEBT and  
CONVERSION**

**ORDER**

**THIS MATTER** came before the Special Master (hereinafter “Master”) on Hamed’s motion for partial summary judgment for Yusuf Claim No. Y-10: reconciliation of past

Partnership withdrawals and distributions (hereinafter “Yusuf Claim No. Y-10”), filed on July 31, 2021.<sup>1</sup> In response, Yusuf filed an opposition and Hamed filed a reply thereto.

## **BACKGROUND**

Per the Master’s order, the parties filed their respective accounting claims in 2016 and their respective amended accounting claims in 2017.<sup>2</sup> On September 30, 2016, Yusuf filed his accounting claims and thereafter, on October 30, 2017, Yusuf filed his amended accounting claims (hereinafter “Yusuf’s Amended Accounting Claims”), whereby both filings included Yusuf’s claim for the reconciliation of past Partnership withdrawals and distributions (Yusuf Claim No. Y-10). More specifically, in Yusuf’s Amended Accounting Claims, Yusuf claimed that “\$2,549,819.22 should be awarded to Yusuf to equalize the distributions between the Partners for the disparity in distributions from September 17, 2006 forward so that both Partners have equal distributions.”<sup>3</sup> (Yusuf’s Amended Accounting Claims, pp. 13-14.) In support of the

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<sup>1</sup> 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 Hamed’s motion for partial summary judgment for Yusuf Claim No. Y-10 falls within the scope of the Master’s report and recommendation given that Yusuf Claim No. Y-10 involves an alleged debt the Partnership owes Yusuf.

<sup>2</sup> On July 25, 2017, the Court entered a memorandum opinion and order limiting accounting (hereinafter “Limitations Order”). In the Limitations Order, the Court “exercise[d] the significant discretion it possesses in fashioning equitable remedies to restrict the scope of the accounting in this matter and 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.” (Limitations Order, pp. 32, 34.) In light of the Limitations Order, the Master ordered the parties to file their amended accounting claims.

<sup>3</sup> Yusuf’s Amended Accounting Claims provided, in relevant part:

#### **IV. Past Partnership Withdrawals and Distribution Reconciliation**

Throughout the Partnership, the Partners and their agents (i.e., their sons) would withdraw cash from safes at the Plaza Extra Stores. Evidence of these withdrawals came in multiple forms including, *inter alia*, receipts, checks or ledger entries. In addition, the Partners and their agents used funds generated by the Plaza Extra Stores for personal expenses. These payments for personal expenses were to be counted against each Partner as a distribution. The withdrawals and payments for personal expenses were supposed to be done on the “honor system,” which relied upon each Partner and their agents to disclose to the other Partner, via “tickets” or receipts left in the store safes, when withdrawals were made or personal expenses were paid from Partnership funds. Occasionally, the Partners would reconcile the various withdrawals and expenses between them. Upon review of the various accounting records as well as information regarding personal accounts and assets of the Partners and their agents, Yusuf submits that Hamed and his agents failed to fully disclose all of the funds they withdrew from the Partnership or personal expenses they paid with Partnership funds. Consequently, these previously undisclosed withdrawals and expenses are treated as distributions in

**ORDER**

above-mentioned claim, Yusuf attached the following document to Yusuf’s Amended Accounting Claims: Exhibit J-2 – a summary of withdrawals prepared by Yusuf’s accounting expert Fernando Scherrer of BDO Puerto Rico, P.S.C (hereinafter “BDO’s Summary of Withdrawals”). BDO’s Summary of Withdrawals included the following items, which were calculated separately for the Hameds and the Yusufs:<sup>4</sup>

| Description  | Hameds Total   | Yusufs Total   | Difference       |
|--|----------------|----------------|------------------|
| Funds received from partnership through checks   | \$1,500,000.00 | \$4,284,706.25 | (\$2,784,706.25) |
| Withdrawals from the partnership with a signed ticket/receipt  | \$237,352.75   | \$2,000.00     | \$235,352.75     |
| Amount owed by Hamed family to Yusuf as per agreement before raid Sept 2001. As per Mike’s testimony these tickets were burned | \$1,778.103.00 | -              | \$1,778.103.00   |
| Payments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks                        | \$20,311.00    | -              | \$20,311.00      |
| Payments to Attorneys with partnership’s funds   | \$4,121,651.43 | \$237,691.05   | \$3,883,960.38   |
| Funds received by cashier’s check  | -              | -              | -                |

the Original Claims and the Amended Claims. A full accounting of the Partnership withdrawals is set forth in the Expert Report of Fernando Scherrer of BDO Puerto Rico, P.S.C. (“BDO”) attached as Exhibit J to the Original Claims<sup>14</sup>. Based on that report, Hamed’s withdrawals/distributions exceeded Yusuf’s withdrawals/distributions by \$19,341,350.72. See Exhibit J at p. 62-3. As a result, under the Original Claims, \$9,670,675.36 should be awarded to Yusuf to equalize the distributions between the Partners so that both Partners have equal distributions of \$18,820,989.98.

Subsequent to the Accounting Order limiting the accounting claims to those transactions occurring on or after September 17, 2006, BDO adjusted their calculations to reflect only transactions from that date forward. Their revised calculations are set forth in the attached Exhibit J-2. Hamed received \$5,099,638.44 more than Yusuf for the defined period. As a result of these amended calculations, \$2,549,819.22 should be awarded to Yusuf to equalize the distributions between the Partners for the disparity in distributions from September 17, 2006 forward so that both Partners have equal distributions.

**Disputed/Undisputed, Ripe for Determination or Discovery Needed:** The various transactions identified and allocated by BDO are in dispute. While not every single allocation will be in dispute, Hamed will need to identify which specific allocations he disputes. It is Yusuf’s position that further discovery is needed as to these claims as well as any accounting claims that Hamed may assert involving transactions occurring on or after September 17, 2006.

<sup>14</sup> The tables, schedules and supporting documentation for that report are voluminous and were submitted to the Master and counsel for Hamed via a flash drive or CD identified as Exhibit J-1.

(Yusuf’s Amended Accounting Claims, pp. 12-14.)

<sup>4</sup> A simplified version of BDO’s Summary of Withdrawals is reproduced here—to wit, (i) the “Lifestyle Analysis” portion of the summary is not included since it is not included in Yusuf Claim No. Y-10, (ii) the columns for the individual Hameds (Mohammad Hamed, Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed) and individual Yusufs (Fathi Yusuf, Nejah Yusuf, Maher Yusuf, Yusuf Yusuf, Najat Yusuf, Zayed Yusuf, Syaid Yusuf, Amal Yusuf, Hoda Yusuf, and Yacer Yusuf) in the summary are not included and instead, only the columns with the total for the Hameds, the total for the Yusufs, and the differences are included.

**ORDER**

|                          |                       |                       |                       |
|--------------------------|-----------------------|-----------------------|-----------------------|
| <b>TOTAL PARTNERSHIP</b> | <b>\$7,657,418.18</b> | <b>\$4,524,397.30</b> | <b>\$3,133,020.88</b> |
|--------------------------|-----------------------|-----------------------|-----------------------|

(Yusuf’s Amended Accounting Claims, Exhibit J-2.)

On October 17, 2016, Hamed filed his accounting claims and thereafter, on October 30, 2017, Hamed filed his amended accounting claims (hereinafter “Hamed’s Amended Accounting Claims”), whereby both filings included Hamed’s claim for Partnership funds in the amount of \$2,784,706.25 that Yusuf unilaterally withdrew from the Partnership in 2012 (Hamed Claim No. H-2). More specifically, in Hamed’s Amended Accounting Claims, Hamed claimed that “[o]ne-half of this amount plus statutory interest should be paid to Hamed.”<sup>5</sup> (Hamed’s Amended Accounting Claims, p. 4.)

Subsequently, Hamed filed a motion for summary judgment for Hamed Claim No. H-2, which the Master granted in part and denied in part in an order entered on September 18, 2019 (hereinafter “September 18, 2019 Order”). The September 18, 2019 Order ordered “that Hamed’s motion for summary judgment regarding Hamed Claim No. H-2: Partnership fund in the amount of \$2,784,706.25 that Yusuf unilaterally withdrawn in 2012 is GRANTED subject to any set offs that are established hereinafter” and “that Hamed's request for prejudgment interest is DENIED.” (Sept. 18, 2019 Order) (emphasis in original.) In the September 18, 2019 Order, the Master noted that “the Limitation Order only applies to ‘claimed credits and charges to partner accounts, within the meaning of 26 V.I.C. § 71(a)’” and “[a]s such, the Master’s prior finding that Yusuf’s claim for \$1,600,000.00 was barred by the Limitation Order does not automatically bar \$1,600,000.00 as a set off.” (Id., p. 16, n.9.)

On July 31, 2021, Hamed filed this instant motion for partial summary judgment for Yusuf Claim No. Y-10.

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<sup>5</sup> However, the Master must note that Hamed presented inconsistent proposals for the resolution for Hamed Claim No. H-2 in his December 20, 2017 motion as to Hamed Claim No. H-2 and his February 25, 2019 motion for summary judgment for Hamed Claim No. H-2—to wit, in his December 20, 2017 motion, Hamed argued that “\$2.7 million plus interest is a valid claim and must be returned to the Partnership” (Dec. 20, 2017 Motion, p. 3) and in his February 25, 2019, Hamed argued that “Hamed is entitled to an equal Partnership withdrawal plus prejudgment interest credited to his Partnership account.” (Feb. 25, 2019 Motion, p. 8.)

**DISCUSSION**

In his motion, Hamed argued that, to “streamline this claim,” Yusuf Claim No. Y-10 should be amended so that all the items in BDO’s Summary of Withdrawals should be removed except the following three items: (1) \$237,352.75, alleged “withdrawals from the partnership with a signed ticket/receipt” by Waleed Hamed, (2) \$20,311.00, alleged “payments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks” by Waleed Hamed, and (3) \$2,000.00, alleged “withdrawals from the partnership with a signed ticket/receipt” by Maher Yusuf.<sup>6</sup> (Motion, p. 2, Charts B, C.) Hamed made the following assertions in support of his argument: (i) “Except for three of those entries which will not be affected by this motion, all of the amounts set forth on that spreadsheet have either (1) been dealt with by the Master in orders, or (2) are being dealt with in other, existing claims.”<sup>7</sup> (Id., at p. 2); (ii) Granting this motion will “streamline this claim down to the remaining amounts – to significantly simplify the remaining discovery and the eventual hearing.” (Id.); and (iii) “[T]he facts of this are merely the simple

<sup>6</sup> Hamed’s proposed amendment to Yusuf Claim No. Y-10:

| <b>Description</b>   | <b>Hameds Total</b> | <b>Yusufs Total</b> | <b>Difference</b>   |
|--|---------------------|---------------------|---------------------|
| Funds received from partnership through checks   | \$0                 | \$0                 | \$0                 |
| Withdrawals from the partnership with a signed ticket/receipt  | \$237,352.75        | \$2,000.00          | \$237,352.75        |
| Amount owed by Hamed family to Yusuf as per agreement before raid Sept 2001. As per Mike’s testimony these tickets were burned | \$0                 | -                   | \$0                 |
| Payments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks                        | \$20,311.00         | -                   | \$20,311.00         |
| Payments to Attorneys with partnership’s funds   | \$0                 | \$0                 | \$0                 |
| Funds received by cashier’s check  | -                   | -                   | -                   |
| <b>TOTAL PARTNERSHIP</b>   | <b>\$237,352.75</b> | <b>\$2,000.00</b>   | <b>\$255,352.75</b> |

(Motion, Exhibit C.)

<sup>7</sup> Hamed noted that “\$88,711 and \$89,392 are in two foreign accounts claims that are properly handled in Yusuf’s claim Y-12 (Foreign Accounts), and \$3 million involves checks withdrawn from the Partnership and used as a wedding present that is fully addressed in Hamed Claim H-151 (Checks Written to Fathi for Personal Use)” and discovery has been propounded thereto. (Motion, p. 2, n.3.)

updating of Yusuf’s own spreadsheet to reflect what has happened in this case subsequent to the filing of Yusuf’s original claim”—to wit, “[t]he Court entered an order that removes the \$2.7 million of the original claim,” “[t]he Court entered an Order that removes the \$1.6 million of the original claim,” “[t]he Parties settled all claims of attys fees -- and the Court entered an Order dismissing them with a small residual amount now being dealt with in a separate claim,” “[t]he contested amounts for foreign accounts that were included in the spreadsheet (August 15<sup>th</sup> letter, Exhibit C) \$88,711 and \$89,392. should properly be dealt with in Yusuf Claim Y-12 (Foreign Accounts and Jordanian Property), and “[t]he contested matching amounts of \$1.5 million each for wedding checks are already being addressed in Hamed’s Claim H-151.”<sup>8</sup> (Id., at pp. 3, 6.)

In his opposition, Yusuf argued that the Master should deny Hamed’s motion. Yusuf made the following assertion in support of his argument: (i) “[T]he extensive allocation and off-sets of funds received by both the Hamed and Yusuf families, which are embodied in the BDO Preliminary Report and extensive tables, were collectively grouped together as the ‘Y-10’ claims.” (Opp., p. 4); (ii) BDO’s Summary of Withdrawals were “based upon the documents available and prior to the completion of the discovery on these matters and thus, remained preliminary allocations and off-sets, just revised as per the Court’s order relating to September 2006 forward.” (Id.); (iii) While “[s]ubsequently, various Hamed claims have been decided which relate to specific allocations and off-sets listed on the BDO revised allocations[,]... the Master specifically made a distinction between a “claim” and an “off-set” in his September 18, 2019 Order”<sup>9</sup> (Id.); (iv) Per the September 18, 2019 Order, “the off-set for \$1,600,000.00 is still viable and [BDO’s Summary of Withdrawals] properly reflects that amount as an off-set.” (Id., at p. 5); (v) “[T]here may be additional off-sets applicable”—to wit, “[a]s to the attorney’s fees claims,... there remains a pending motion as to the \$332,000 in attorney’s fees” and “[a]s to the \$1,500,000 [wedding]

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<sup>8</sup> Hamed noted that “Hamed accepts the Yusuf counterargument as to this amount is a counterclaim to Hamed’s claim regarding the identical withdrawals.” (Opp., p. 6, n.6.)

<sup>9</sup> Yusuf referenced: Sept. 18, 2019 Order, p. 15-16.

allocation on both sides,...the allocation should properly remain until additional discovery on that issues is resolved.” (Id.); and (vi) “Yusuf is entitled to be able to depose the witnesses on these issues and to then to discuss the matter with its expert witness and render a final expert report and allocation.” (Id.) Nevertheless, Yusuf recognized that “there exists some overlap as to the allocations in [Yusuf Claim No.] Y-10 and certain claims made by Hamed” but noted that “this simply means that the depositions can be tailored to address those topics together in certain disposition sessions.” (Id.)

In his reply, Hamed reiterated that “this was merely a streamlining motion—a ministerial request—as many of the matters in this claim have already been dealt with, or are being dealt with in other claims.” (Reply, p. 1.) Hamed noted that he would cooperate if “the Master wishes to enter a housekeeping order directing the parties to get together and remove duplication and out-of-date claims on a good faith, joint basis before completing discovery.” (Id.)

The Master notes at the outset that, although Hamed filed his motion pursuant to Rule 56 of the Virgin Islands Rules of Civil Procedure (hereinafter “Rule 56”), which governs motions for partial summary judgment, Hamed indicated in his motion, and again in his reply, that it was more of a “ministerial request” to streamline the process to resolve Yusuf Claim No. Y-10. Furthermore, Hamed never argued that there is no genuine dispute as to any material fact, the standard for summary judgment; in fact, Hamed admitted that some of the items in BDO’s Summary of Withdrawals he proposed to remove from Yusuf Claim No. Y-10 are still in dispute, i.e., they “are being dealt with in other, existing claims.” (Motion, p. 8.) Thus, based on the substance of Hamed’s motion, the Master will construe Hamed’s motion as a ministerial motion and not as a motion for partial summary judgment. *See Rodriguez v. Bureau of Corr.*, 70 V.I. 924, 928 n.1 (V.I. 2019) (“[T]he substance of a motion, and not its caption, shall determine under which rule the motion is construed.”) (quoting *Joseph v. Bureau of Corrections*, 54 V.I. 644, 648 n.2 (V.I. 2011)).

**ORDER**

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At this juncture, for the reasons provided below, the Master does not find it procedurally sound to amend Yusuf Claim No. Y-10 as proposed by Hamed—namely, to remove all the items in BDO’s Summary of Withdrawals except for the three items he identified. First, as to the amount of \$2,784,706.25, Hamed incorrectly noted that the Master “dismissed a \$2.7 million claim by Yusuf on 9/18/2019.”<sup>10</sup> (Motion, Charts B, C.) The September 18, 2019 Order addressed Hamed Claim No. H-2, a claim by Hamed, not a claim by Yusuf, and although the Master granted Hamed’s motion for summary judgment for Hamed Claim No. H-2: Partnership fund in the amount of \$2,784,706.25 that Yusuf unilaterally withdrew in 2012, the Master specifically stated that “the judgment will be subject to and entitled to any set offs not stated as an individual accounting claim that are established hereinafter.” (Sept. 18, 2019 Order, pp. 15-16.) Thus, given that there are set offs that remain in dispute, the judgment for \$2,784,706.25 is not a final amount, and should not be removed from Yusuf Claim No. Y-10 as suggested by Hamed. Second, as to the amount of \$1,600,000.00, while Hamed correctly noted that the Master “dismissed a \$1.6 million claim by Yusuf [on] 9/24/2018,”<sup>11</sup> Hamed failed to acknowledge the September 18, 2019

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<sup>10</sup> In Charts B and C, Hamed indicated in comment D (which was directed at the amount of \$4,284,706.25 listed under “Fathi Yusuf” for the item “funds received from partnership through checks”; the same amount also makes up the total for the Yusufs for that item):

D. Other

The underlying spreadsheets submitted by Yusuf show that this amount is made up of two items – both of which are now out of this claim.

1. The Master dismissed a \$2.7 million claim by Yusuf on 9/18/2019.
2. The other half or the “wedding amount of \$1.5 million to Yusuf explained under Part “A” to the left – for the wedding.

(Motion, Charts B and C.)

<sup>11</sup> In Charts B and C, Hamed indicated in comment B (which was directed at the amount of \$1,778,103.00 listed under Waleed Hamed for the item “amount owed by Hamed family to Yusuf as per agreement before raid Sept 2001. As per Mike’s testimony these tickets were burned”; the same amount also makes up the total for the Hameds for that item):

B. Three Items

The underlying spreadsheets submitted by Yusuf show that this amount is made up of three items – each of which is now out of this claim.

1. The Master dismissed a \$1.6 million claim by Yusuf 9/24/2018.
2. A Foreign Account Claim by Yusuf for \$88,711.00 that Wally allegedly withdrew from a St. Martin Bank in 2011 or 2012. This is properly handled under Yusuf [Claim No.] Y-12.
3. A Foreign Account Claim by Yusuf for \$89,392.00 from Jordan (Same).

(Motion, Charts B and C.)



**ORDER**

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Order, which specifically stated that the Limitations Order only applies to “claimed credits and charges to partner accounts, within the meaning of 26 V.I.C. § 71(a),” and “[a]s such, the Master’s prior finding that Yusuf’s claim for \$1,600,000.00 was barred by the Limitations Order does not automatically bar \$1,600,000.00 as a set off.” (Id., at p. 16, n. 9.) Thus, \$1,600,000.00 should not be removed from Yusuf Claim No. Y-10 as suggested by Hamed. Third, the claims for the amounts \$88,711.00 and \$89,392.00 have not been resolved.<sup>12</sup> Thus, these amounts should not be removed from Yusuf Claim No. Y-10 as suggested by Hamed. Fourth, the attorneys fees have not been resolved in the entirety.<sup>13</sup> Thus, all the amounts listed for attorneys fees should not be removed from Yusuf Claim No. Y-10 as suggested by Hamed.<sup>14</sup> Fifth, the matching wedding allocations

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<sup>12</sup> See *supra*, footnote 11.

<sup>13</sup> In Charts B and C, Hamed indicated in comment C (which was directed at the amounts listed under Walleed Hamed, Waheed Hamed, Fathi Yusuf, NejeH Yusuf, and Majer Yusuf for the item “payments to Attorneys with partnership’s funds):

C. Attny Fees

All outstanding atty. Fees were settled and dismissed by a stipulated order dated 11/9/2018. The only fees remaining after this settlement are due to Hamed under two earlier order:

\$504,591.03 to Hamed on 5/20/2019 & \$332,900.42 that may go to either party or be offset – but in either case, is being dealt with by a separate motion.

(Motion, Charts B and C.)

<sup>14</sup> The Master nevertheless acknowledges that Yusuf Claim No. Y-10 needs to be amended to reflect Hamed, KAC357, Inc., Yusuf, and United’s joint stipulation filed on May 30, 2018 and joint stipulation filed on November 9, 2018, but not by simply removing all the amounts listed for attorneys fees as suggested by Hamed.

In the May 30, 2018 stipulation, Hamed, KAC357, Inc., Yusuf, and United jointly advised, inter alia:

As to Hamed’s Claim H-3, Yusuf and United agree that, in exchange for the withdrawal of what Yusuf and United regard as expensive discovery over disputed issues regarding what legal services in the criminal case benefitted the partnership, Yusuf and United will concede the amount claimed by Hamed in H-3 (\$504,591.03)...

and jointly stipulated, inter alia:

The terms of this Stipulation shall remain confidential and not filed with the Superior Court unless and until such time as any party seeks the Superior Court’s final determination of the Master’s Report and Recommendation for distribution, under section 9, step 6 of the Final Wind Up Plain.

(May 30, 2018 Stip.)

Per the November 9, 2018 stipulation, which was subsequently granted and deemed accepted by the Master, Hamed, KAC357, Inc., Yusuf, and United jointly stipulated, inter alia:

The only Hamed claims related to attorney, professional and accounting fees that survive this stipulation are those in H-17 relating to Hamed’s claim for payment of attorneys’ fees and expense incurred before termination of the Joint Defendant Agreement (“JDA”) in the criminal case, which shall be limited to a maximum of \$332,900.42 with no entitlement to interest. This stipulation does not impact or alter the prior stipulation the parties entered into on May 30, 2018 regarding Hamed claim H-3, Partnership funds used to pay Fathi Yusuf’s personal legal fees.

The only Yusuf claims related to attorney, professional and accounting fees that survive this stipulation are those included in the Y-10 claim for a maximum of \$332,900.42 with no entitlement to interest, which can

of \$1,500,000.00 to both Hamed and Yusuf have not been resolved.<sup>15</sup> Thus, these allocations should not be removed from Yusuf Claim No. Y-10 as suggested by Hamed. Finally, as Hamed noted in its reply, there is an alternate way to streamline the process to resolve Yusuf Claim No. Y-10 by having “the parties [] get together and remove duplications.” (Reply, p. 2.) As such, the Master will deny Hamed’s ministerial motion for Yusuf Claim No. Y-10 and instead, order Hamed and Yusuf to meet and confer in good faith to determine which individual accounting claim is also stated as a set off in Yusuf Claim No. Y-10,<sup>16</sup> and whether it is in dispute or not in dispute that the identified individual accounting claim is not barred by the Limitations Order. Thereafter, if there is no dispute, or if there is a dispute and the Master determines that the identified individual accounting claim is not barred by the Limitations Order, then the identified individual accounting claim will proceed on its own and be removed as a set off in Yusuf Claim No. Y-10; on the other hand, if the Master determines that the identified individual accounting claim is barred by the Limitations Order, then the identified individual accounting claim will be removed as an individual accounting claim and proceed as a set off in Yusuf Claim No. Y-10.

## CONCLUSION

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be made up of any fees paid to attorneys, accountants or professionals in the criminal case from September 17, 2006 until termination of the JDA.

...

The terms of this Stipulation shall remain confidential and not filed with the Superior Court unless and until such time as any party seeks the Superior Court’s final determination of the Master’s Report and Recommendation for distribution, under section 9, step 6 of the Final Wind Up Plain.

(Nov. 9, 2018 Joint Stip.)

<sup>15</sup> In Charts B and C, comment A, Hamed indicated:

A. Wedding

After the U.S. Marshals began monitoring the accounts, both sides agreed to disburse “gifts” for weddings of their children, BDO simply charged both sides \$1.5 million—here for Hamed and as part of Yusuf’s claim over to the right under “D”.

These are the subject of and may offset each other in Hamed’s Claim H-151 (Checks to Fathi).

(Motion, Charts B and C.)

<sup>16</sup> Hamed and Yusuf both acknowledged in their respective briefings that there are duplications.

Having been advised on the premises, it is hereby:

**ORDERED** that Hamed's ministerial motion for Yusuf Claim No. Y-10, filed on July 31, 2021, is **DENIED**. It is further:

**ORDERED** that, **within thirty (30) days from the date of entry of this Order**, Hamed and Yusuf shall meet and confer in good faith to determine which individual accounting claim is also stated as a set off in Yusuf Claim No. Y-10. It is further:

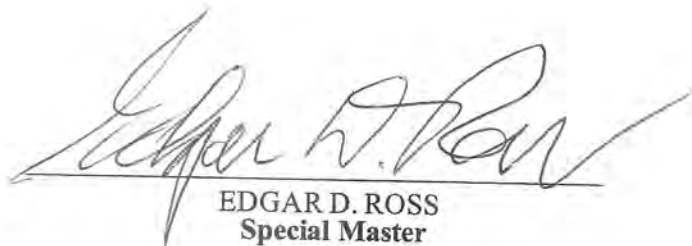
**ORDERED** that, **within forty (45) days from the date of entry of this Order**, Hamed and Yusuf shall file a joint stipulated notice advising the Master as follows:

- (a) Which individual accounting claim is also stated as a set off in Yusuf Claim No. Y-10?
- (b) As to the individual accounting claim(s) identified in (a), whether it is in dispute or not in dispute that the identified individual accounting claim is not barred by the Limitations Order. If there is a dispute, Hamed and Yusuf should provide support for their respective argument.

**And** it is further:

**ORDERED** that this Order shall remain confidential and shall not be filed with the Court unless and until such time as any party seeks the Court's final determination of the Master's report and recommendation for distribution, or alternatively, if filed with the Court for any other reasons, then footnote 14 shall be redacted.

**DONE** and so **ORDERED** this 20<sup>th</sup> day of February, 2022.

  
EDGAR D. ROSS  
Special Master