

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

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

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants.*

vs.

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

*Counterclaim Defendants,*

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

vs.

**UNITED CORPORATION**, *Defendant.*

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

vs.

**FATHI YUSUF**, *Defendant.*

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**FATHI YUSUF**, *Plaintiff,*

vs.

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

*Defendants.*

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**KAC357 Inc.**, *Plaintiff,*

vs.

**HAMED/YUSUF PARTNERSHIP**,

*Defendant.*

**Case No.: SX-2012-CV-370**

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

**JURY TRIAL DEMANDED**

Consolidated with

**Case No.: SX-2014-CV-287**

Consolidated with

**Case No.: SX-2014-CV-278**

Consolidated with

**Case No.: ST-17-CV-384**

Consolidated with

**Case No.: ST-18-CV-219**

**HAMED'S MOTION FOR SUMMARY JUDGMENT  
AS TO CLAIM H-21 (PAYMENT OF NEJEH'S CREDIT CARD CHARGES)**

## I. Introduction

**COMES NOW** Plaintiff Hamed, though undersigned counsel, pursuant to Rule 56 and the applicable Orders of the Special Master: (1) Joint Discovery and Scheduling Plan, January 29, 2018; (2) Order re Joint Motion for 40 Days, August 6, 2018, and (3) Order re Motion to Strike Hamed Claim Nos. H-41 to H-141 and Additional "Maybe" Claims, August 12, 2018. Hamed moves for a judgment that his Claim H-21 be allowed.

## II. Description of the "A" Claims Process Applied to this Claim

The "A" claims were created for the pre-trial analysis of certain financial transactions by Mr. Yusuf undertaken by him after litigation began—at times when he was in control of the Partnership's accounting system and payments. Thus, the purpose of the "A" process was for Mr. Gaffney to provide any documentary support for unexplained or suspicious transactions prior to further litigation. Mr. Hamed agreed to pay for Mr. Gaffney's assistance **so that Mr. Yusuf could 'initially' explain and validate such transactions prior to protracted proceedings.**

On August 17, 2018, John Gaffney received a document from Hamed's counsel that listed the 101 Hamed "A" Claims (H-41 to H-141).<sup>1</sup> Attached to each was the description given by Hamed in his original Partnership claim, the exhibits from Hamed's CPA's expert report related to the claim – listing both the old and new claim numbers—and a pre-written form (in Word) for Gaffney's completing the analysis. Pursuant to the

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<sup>1</sup> Eighteen "B" claims were later moved to this "A" list.

mutually agreed "A" process, Mr. Gaffney was to do the following—being paid a full hourly fee solely by Hamed:

- 1 . . .Mr. Gaffney will submit daily emails to counsel for Hamed [with copy to counsel for Yusuf] informing them of the hours worked and what was done. . . .
2. For each of the Hamed Claims numbered H-41 through H-141. . .John Gaffney will provide a written response, in his fiduciary capacity as the Partnership Accountant, to the following two items:
  - a. **interrogatory**: Provide a written statement describing the transaction, with reference to when the actual activity or delivery occurred, who the persons/entities are, what amounts were involved, and what it was for (with reference to why the funds are allegedly properly charged to the Partnership) and making reference to any checks, invoices or other relevant documents.
  - b. **Production of Documents**: Attach to the above interrogatory response, the documents referenced in your response. (Emphasis underlining added.)

Because of a number of factors such as COVID, Mr. Gaffney's "day job" and the joint movement of some "B" claims to the "A" claim list, this process has not kept pace with the "B" claims—which are almost completed. (Hamed has either settled or voluntarily dropped many of these claims. See the Special Master's Orders #1 through #8.) There were 179 "Original Claims" of both types combined:

93 Claims have been Completed (Decided, Settled, or Withdrawn)

8 "B" Claims remain (though all but three have been addressed and are pending)

78 "A" Claims remain<sup>2</sup> – for which Mr. Gaffney has completed 11 of the described analyses

The parties expect the remaining "B" claims will be completed this year. The 11 "A" claims for which Mr. Gaffney has completed analyses can be dealt with in the same manner as

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<sup>2</sup> The original 101 "A" claims, plus the 18 added totals to 119 "A" claims. With 78 remaining, which means 41 "A" claims have been disposed of.

the "B" claims were. But this leaves 67 "A" claims—with an approximate value of \$6.2 million. In January of 2022, all counsel tried to re-start the Gaffney analysis process. **Exhibit A.** This, and several other attempts have failed. Through no fault on his part, it is clear that Mr. Gaffney simply lacks the available time to do these in addition to his regular employment.

Several efforts have been made in good faith by counsel to reduce, settle or otherwise deal with a number of these, but these efforts have been unsuccessful. Thus, this motion for summary judgment is the first of a number of 'brief' attempts to end these remaining "A" claims with minimal, very succinct filings and a very compact series of hearings.

### **III. The Description of This Claim**

The description of the instant claim from those original Hamed claim materials is as follows:

**HAMED CLAIM H-21:** Payment of Nejeh Yusuf credit card bill

**DESCRIPTION OF THIS CLAIM:** Hamed's CPA noted a Bank of America credit card in the name of Nejeh Yusuf and the Partnership.

**ALL INFORMATION AND RELATED DOCUMENTS KNOWN TO HAMED:**

Hamed's CPA interviewed Waleed Hamed regarding the credit card bill. In addition, Hamed's CPA were provided a copy of the credit card statement from Bank of America (Exhibit 281-a). Hamed's CPA also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) to advise who is responsible for this liability and where is the liability recorded in the general ledger, and provide the canceled checks, bank statements, credit card statements, invoices and any other back up documentation.

**INFORMATION RECEIVED BY HAMED FROM YUSUF/GAFFNEY:** John Gaffney did not respond to our request.

**HAMED'S CPA'S EXPERT ANALYSIS OF WHY THE CLAIM IS VALID:** IRS Pub. 535 - Business Expenses states "[g]enerally, you cannot deduct personal, living, or family expenses." —Since no audit evidence was obtained, it is impossible to conclude that the expenditures were for business related

purposes. Therefore, Hamed's CPA conclude these checks would not be deductible for tax purposes under IRS Pub. 535. As such, Hamed's CPA were not able to satisfy themselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in AU-C 315.A128. —Hamed's CPA concluded these amounts should be returned to the Partnership to conform to the management's assertions. —The total amount of the claim is \$49,715.05.

#### **IV. Hamed's Discovery Attempts**

Hamed attempted to do discovery as to this claim—but was (perhaps properly) blocked by Yusuf—who took the position that no discovery for an "A" claim could be done outside of the "A" process. On January 30, 2018, Hamed served a discovery request on Yusuf. The first request for the production of documents asked:

**Request for the Production of Documents 1 of 50:**

RFPD number 1 of 50 relates to Claim H-21 (previously identified as 281) – described in the claims list as "Payment of Nejeh Yusuf credit card bill."

Please provide all documents relating to or substantiating the \$49,715.05 in charges attributed to Nejeh Yusuf on the Bank of America credit card statement (5474 1500 8271 1556), including, but not limited to, credit card statements and invoices substantiating the charges—and the Partnership business purpose therefore. See Exhibit 281, Exhibits to JVZ Engagement Report, September 28, 2016, bates numbers JVZ-001252-JVZ-001253.

Yusuf responded that this should have been "directed" to John Gaffney.

<p>DUDLEY, TOPPER AND FEUERZEIG, LLP 1000 Frederiksberg Gade P.O. Box 756 St. Thomas, U.S. VI. 00804-0756 (340) 774-4422</p>	<p><b>Response:</b></p> <p>Yusuf objects to this Request for Production as it is properly directed to John Gaffney. Yusuf shows that this Request along with other discovery recently submitted should be directed to John Gaffney and maintain that these items were not included in the original list of Gaffney Items H-41 through H-141 in what appears to be an attempt to circumvent the agreement for John Gaffney to respond to discovery and that payment for his time to be at the expense of the Hamed pursuant to the Joint Discovery and Scheduling Plan. Further responding, Yusuf has no</p>
	<p><i>Yusuf's Response To Hamed's Request For the Production of Documents Nos. 1 - 5 Waleed Hamed et al vs. Fathi Yusuf et al. Page 5</i></p> <p>knowledge any particular payment for expenses incurred on the Bank of America credit card held by Nejeh Yusuf, how reimbursement is documented and the items reflected in the April - May 2015 statement included as Exhibit 281 which document was provided by Hamed and, therefore, is unable to provide any information responsive to this Request.</p>

Thus, no supplemental information was received from Yusuf and there is no means for Hamed to attempt to obtain it. However, the record consists of sufficient information for summary judgment:

**V. Statement of facts not in dispute**

(1) there is an undisputed invoice entry paying this "Nejeh" credit card invoice (thus making it a payment by the Partnership),

(2) the expert opinion of Hamed's CPA (Bracey Alexander) stating that lacking sufficient documentation as to a valid business charge or charges, this payment was not an allowable charge, and

(3) the sole exhibit originally provided by Yusuf—Exhibit 281-A (**Exhibit B** hereto). That exhibit shows what is necessary—a card in the name of “Yusuf, Nejeh”. It shows the amount charged on that card as “\$49,715.05”.

## **V. Applicable Law**

What that exhibit does not show—and what is not in the accounting system materials provided to Hamed (or his CPA)—is why these unidentified “Nejeh” charges were paid by the Partnership. There is no detail or itemization. Thus, it is merely an unsubstantiated, “mere possibility” that this payment for Nejeh by the Partnership was for the Partnership and not Nejeh’s personal interests.

The Special Master has repeatedly set forth the applicable standard. Rule 56 of Virgin Islands Rules of Civil Procedure (hereinafter “Rule 56”) governs motions for summary judgment and sets forth the procedures thereto. Under Rule 56, “[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.”). “A factual dispute is deemed genuine if ‘the evidence is such that a reasonable jury could return a verdict for the nonmoving party[.]’” and a fact is material only where it “might affect the outcome of the suit under the governing law[.]”

*Todman v. Hicks*, 70 V.I. 430, 436 (V.I. Super. Ct. April 17, 2019)(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. *Kennedy Funding, Inc. v. GB Properties, Ltd.*, 2020 V.I. 5, ¶14 (V.I. 2020). "The movant may discharge this burden simply by pointing out to the ... court that there is an absence of evidence to support the nonmoving party's case." *Id.* (internal quotation marks and citation omitted).

**Once the moving party meets this burden, "the non-moving party then has the burden of set[ting] out specific facts showing a genuine issue for trial." *Id.* (internal quotation marks and citation 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)) (Emphasis added.) "Such evidence may be direct or circumstantial, but the mere possibility that something occurred in a particular way is not enough, as a matter of law, for a jury to find it probably happened that way." *Kennedy*, 2020 V.I. 5, ¶14.**

Moreover, the court "should not weigh the evidence, make credibility determinations, or draw 'legitimate inferences' from the facts when ruling upon summary judgment motions because these are the functions of the jury." *Todman*, 70 V.I. at 437 (quoting *Williams*, 50 V.I. at 197); see *Kennedy*, 2020 V.I. 5, ¶14; see also, *Rymer*, 68 V.I. at 577 ("When considering a summary judgment motion, a trial judge may not weigh the credibility of evidence or witnesses."). In deciding a motion for summary judgment, the



court's role "is not to determine the truth, but rather to determine whether a factual dispute exists that warrants trial on the merits." *Todman*, 70 V.I. at 437 (citations omitted); see *Kennedy*, 2020 V.I. 5, ¶14 (noting that the court "decide only whether there is a genuine issue for trial such that a reasonable jury could return a verdict for the non-moving party"). Accordingly, "if a credibility determination is necessary as to the existence of a material fact, a grant of summary judgment would be improper." *Rymer*, 68 V.I. at 577.

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. at 194). The Court is required to "state on the record the reasons for granting or denying the motion." V.I. R. CIV. P. 56(a).

Here, there are no facts in dispute.

## **VI. Argument**

Hamed has shown that there was a payment by the Partnership: That the payment was for charges by Nejeh as shown on the face of the exhibit, and that there is insufficient documentation to demonstrate that this was a valid payment of an individual's charges by a business—in the absence of detail—as shown by the expert report.

It is obvious that if the detail exists, Yusuf can easily defeat this motion by (a) submitting it as an exhibit to the opposition—the credit card statement showing the detail, along with a declaration that the itemized charges were not personal to Nejeh—i.e., were for a valid Partnership purpose; or (b) submitting his own contrary expert report. As stated above, Yusuf's burden under the applicable law is clear:

Once the moving party meets this burden, “the non-moving party then has the burden of set[ting] out specific facts showing a genuine issue for trial.” *Id.* (internal quotation marks and citation 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)) (Emphasis added.) “Such evidence may be direct or circumstantial, **but the mere possibility that something occurred in a particular way is not enough, as a matter of law, for a jury to find it probably happened that way.**” *Kennedy*, 2020 V.I. 5, ¶14. (Emphasis added.)

In the absence of any additional evidence, there is sufficient information in the record to show a payment for Nejeh using Partnership funds that is not supported by sufficient evidence to prevent Hamed's claim. If, however, the motion is denied because Yusuf does come forward and shows a valid business purpose for Nejeh's expenditures, Hamed will have to determine whether he will ask for a hearing. Absent that, Yusuf has no reasonable basis for denying the motion—just the mere possibility that the payment was for the Partnership.

## **VII. Conclusion**

This is a simple accounting motion. A payment was made for Nejeh's benefit by the Partnership. The accounting documents do not reflect that it was for a business purpose. Thus, the claim should be approved.

**Dated:** March 15, 2023

A handwritten signature in black ink, appearing to read "Carl J. Hartmann III", with a long horizontal flourish extending to the right.

**Carl J. Hartmann III, Esq.**

*Co-Counsel for Plaintiff*

2940 Brookwind Drive

Holland, MI 49424

Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Tele: (340) 719-8941

**Joel H. Holt, Esq.**

*Counsel for Plaintiff*

Law Offices of Joel H. Holt

2132 Company Street,

Christiansted, VI 00820

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Tele: (340) 773-8709

Fax: (340) 773-8670

### CERTIFICATE OF SERVICE

I hereby certify that on this 8<sup>th</sup> day of April, 2023, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

**Hon. Edgar Ross**  
Special Master  
edgarrossjudge@hotmail.com

**Charlotte Perrell**  
**Stefan Herpel**  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00802  
Cperrell@dnfvi.com  
Sherpel@dnfvi.com

A handwritten signature in black ink, appearing to read "Carl J. Hamel", with a long horizontal flourish extending to the right.

### CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

This document complies with the page or word limitation set forth in Rule 6-1(e).

A handwritten signature in black ink, appearing to read "Carl J. Hamel", with a long horizontal flourish extending to the right.



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**From:** Carl Hartmann <carl@carlhartmann.com>  
**Sent:** Friday, January 28, 2022 10:55 AM  
**To:** 'JOHN GAFFNEY' <johngaffney52@outlook.com>  
**Cc:** 'Stefan Herpel' <sherpel@dnfvi.com>; 'Charlotte Perrell' <Cperrell@dnfvi.com>; Kim Japinga <kim@japinga.com>; 'holtvi@aol.com' <holtvi@aol.com>  
**Subject:** Next "A" Claim - H-21 NejeH Credit Card

John:

Let's try this one next, should be pretty easy.

<b>H-021</b>	<b>281</b>	Payment of NejeH Yusuf credit card bill	\$49,715.05
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Carl

CARL J. HARTMANN III  
WEBSITE: [WWW.HARTMANN.ATTORNEY](http://WWW.HARTMANN.ATTORNEY)  
EMAIL: [CARL@HARTMANN.ATTORNEY](mailto:CARL@HARTMANN.ATTORNEY)  
FAXES: (202) 403-3750  
TELEPHONE: (340) 642-4422

**From:** JOHN GAFFNEY <[johngaffney52@outlook.com](mailto:johngaffney52@outlook.com)>  
**Sent:** Friday, January 28, 2022 7:28 AM  
**To:** [Carl@hartmann.attorney](mailto:Carl@hartmann.attorney); Stefan Herpel <[sherpel@dnfvi.com](mailto:sherpel@dnfvi.com)>; Charlotte Perrell <[Cperrell@dnfvi.com](mailto:Cperrell@dnfvi.com)>; Kim Japinga <[kim@japinga.com](mailto:kim@japinga.com)>; [holtvi@aol.com](mailto:holtvi@aol.com)  
**Subject:** RE: Email 1 of 3 - 2022-01-27 - Gaffney Special - --Abbreviated-- From Updated Hamed Yusuf Claims Spreadsheet

Carl,

I had hoped to open and review your attachments before responding. Unfortunately, I'm pressed for time. So I just wanted to acknowledge receipt of your email and let you know that I will do my best to get back to work on the claims in early February. I was off island for 3 months and returned on Dec 15. I have a huge backlog of work to do.

Regards...John

**From:** Carl Hartmann <[carl@carlhartmann.com](mailto:carl@carlhartmann.com)>

**Sent:** Thursday, January 27, 2022 12:17 PM

**To:** Stefan Herpel <[sherpel@dnfvi.com](mailto:sherpel@dnfvi.com)>; Charlotte Perrell <[Cperrell@dnfvi.com](mailto:Cperrell@dnfvi.com)>; JOHN GAFFNEY <[johngaffney52@outlook.com](mailto:johngaffney52@outlook.com)>; Kim Japinga <[kim@japinga.com](mailto:kim@japinga.com)>; [holtvi@aol.com](mailto:holtvi@aol.com)

**Subject:** Email 1 of 3 - 2022-01-27 - Gaffney Special - --Abbreviated-- From Updated Hamed Yusuf Claims Spreadsheet

All:

We are all in a boat of our own making. If we want to end this claims process and get to the appeals, I suggest that we find a PRACTICAL way to do away with many of these...perhaps the smaller ones – a way that will be acceptable to both parties.

But regardless, we MUST proceed.

Returning to the Gaffney (“A”) claims, this is the first of the three emails you will get today.

All remaining “A” Claims sorted first by whether they are completed by John, and then by amount at issue. (Also noted is whether Hamed accepts the explanation or will dispute via brief or hearing.)

**EXHIBIT**

**B**

# Exhibits for claim 281



PLAZA EXTRA SUPERMARKET

WorldPoints

April 20, 2015 - May 19, 2015

Company Activity Statement

Account Information	
<b>Web Address:</b> www.bankofamerica.com	<b>Customer Service:</b> 1.800.873.1044, 24 Hours
<b>Mail Billing Inquiries to:</b> BANK OF AMERICA PO BOX 982238 EL PASO, TX 79998-2238	<b>TTY Hearing Impaired:</b> 1.888.500.6267, 24 Hours
<b>Mail Payments to:</b> BUSINESS CARD PO BOX 15796 WILMINGTON, DE 19886-5796	<b>Outside the U.S.:</b> 1.509.353.6656, 24 Hours
	<b>For Lost or Stolen Card:</b> 1.800.873.1044, 24 Hours
	<b>Business Offers:</b> www.bankofamerica.com/mybusinesscenter

Account Summary	
Previous Balance .....	\$50,240.77
Payments and Other Credits .....	-300.00
Balance Transfer Activity .....	50.00
Cash Advance Activity .....	50.00
Purchases and Other Charges .....	547.70
<b>Fees Charged .....</b>	<b>50.00</b>
<b>Finance Charge .....</b>	<b>326.58</b>
<b>Total Activity .....</b>	<b>549,715.05</b>
Credit Limit .....	\$50,000
Credit Available .....	\$284.95
Statement Closing Date .....	05/19/15
Days in Billing Cycle .....	30
Payment Due Date .....	06/15/15

Cardholder Activity Summary							
Account Number	Credit Limit	Payments and Other Credits	Balance Transfer Activity	Cash Advance Activity	Purchases and Other Charges	Fees Charged	Finance Charge
YUSUF, NEJEH	50,000	-300.00	0.00	0.00	547.70	50.00	326.58
<b>Previous Balance: \$50,240.77</b>						<b>New Balance: \$49,715.05</b>	

**Important Messages**  
Your credit card now has an added security feature. To learn more, visit [bankofamerica.com/businesschipcard](http://bankofamerica.com/businesschipcard).

281-a

A Detailed Remittance Document is included with this statement for your convenience. Please return the entire Detailed Remittance Document with your payment.

Account Number: [REDACTED]  
April 20, 2015 - May 19, 2015

Total Activity ..... \$49,715.05  
Payment Due Date ..... 06/15/15

PLAZA EXTRA SUPERMARKET  
PLAZA EXTRA SUPERMARKET  
4605 TUTU PARK MALL STE 200  
ST THOMAS, VI 00802-173650  
\*\*\*0014745

HAMD627973

Exhibit: 281-a

JVZ-001252





PLAZA EXTRA SUPERMARKET

April 20, 2015 - May 19, 2015

Page 5 of 6

PAYMENT DUE DATE  
06/15/16

Detailed Remittance Document

THIS IS THE DETAILED REMITTANCE DOCUMENT FOR THIS BILL. PLEASE PRINT AND MAIL WITH YOUR PAYMENT.

Please do not include individual remittance slips.

Cardholder Name	Account Number	New Balance	Minimum Payment Due	Payment Amount
YUSUF, NEJEH	[REDACTED]	\$49,715.05	\$820.46	\$

New Balance Total ..... \$49,715.05

Total Minimum Payment Due ..... \$820.46

AMOUNT ENCLOSED:

\$

THE AMOUNT OF YOUR CHECK SHOULD EQUAL THE AMOUNT INDICATED IN THE "AMOUNT ENCLOSED" BOX.

FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD...FOLD

Ensure address shows in the window.



BUSINESS CARD  
PO BOX 15796  
WILMINGTON, DE 19886-5796

Check here for a change of mailing address or phone numbers.  
 Please provide all corrections on the reverse side.

PLAZA EXTRA SUPERMARKET  
PLAZA EXTRA SUPERMARKET  
4605 TUTU PARK MALL STE 200  
ST THOMAS, VI 00802-173650

HAMD627974

JVZ-001253