

**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,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES, INC.,**

Counterclaim Defendants,

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

MOHAMMAD A. HAMED TRUST, *et al,*

Defendants.

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-54 (DAAS LOAN)**

I. Introduction

COMES NOW Plaintiff Hamed, though undersigned counsel, pursuant to Rule 56 and moves for a judgment that his Claim H-54 be allowed.

II. The Description of This Claim

This claim involves the “Daas Mortgage” (with \$79,000 imbalance in payments owed to Hamed). This is a mortgage to a son-in-law of Fathi Yusuf that came from Partnership funds. The relevant documents supplied to Hamed are attached as **Exhibit**

A. Briefly, this is what the attached documents show:

1. At page 1, there is a account printout--everything seems correct on it. (In other words, Daas appears to have paid the partnership in full.)
2. At page 10, under the Heading "Attention: Mr. Ahed Daas" (in Yusuf's handwriting), it shows that Yusuf is owed \$203,500 and Hamed is owed the same.
3. However, if one looks at the highlighted items on the first page, **Yusuf had already collected \$79,500.00 from Daas for his personal use**, leaving him owed only \$124,000 (\$203,500 less \$79,500).
4. Daas then paid Plaza Extra a check for the \$327,500, which was incorrectly split 50-50 between Hamed and Yusuf (\$163,750 each).
5. Daas says the \$327,500 is the \$124k still due Fathi (after a credit for the first \$79,500 payment to Fathi) and the \$203,500 due Hamed, In short, Fathi received \$79,500 more than Hamed on the partnership loan to Daas, so he should pay this amount to Hamed from this partnership investment.

Hamed's CPA submitted the following analysis in the Expert Report:

Hamed Claim H-0054: Unclear General Ledger entries regarding Daas corporate loan

DESCRIPTION OF THIS CLAIM: Hamed's CPA noted an unusual journal entry recorded on STT in 2013 with the description "Daas corporate loan." This entry was later reclassified to intercompany with the description "reclass Daas pmt to intraco West acct" and recorded on West.

ALL INFORMATION AND RELATED DOCUMENTS KNOWN TO HAMED: Hamed's CPA interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or the business purpose. Hamed's CPA also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, 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:

Hamed's CPA did not find any sufficient reliable audit evidence, nor were Hamed's CPA provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. 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. -- The total amount of this claim is \$327,500. (Emphasis added.)

III. Gaffney Analysis

On July 26, 2019, John Gaffney provided his analysis of the state of the Partnership's account records regarding this claim. It does not address, nor does it refute the facts above—that Yusuf was partially repaid – and then received 50% of the final payment. Exhibit B is his Report, Exhibit B-1 is his narrative and Exhibit B-2 are his attached exhibits.

V. Statement of facts not in dispute

(1) It is undisputed that Mr. Yusuf received a personal payment.

(2) It is undisputed that Mr. Yusuf then received 50% of the final payment.

(3) Thus, there is no dispute that Mr. Yusuf received \$79,500 more than he should have from the Partnership—and Mr. Hamed, \$79,500 less.

(4) Thus, their Partnership Accounts must be debited and credited these amounts respectively

(5) the expert opinion of Hamed's CPA (Bracey Alexander) states there is no support as to such a disparity.

(6) Yusuf was ordered to submit any expert identifications or reports to contradict the report submitted by Hamed, but did not.

IV. Applicable Law

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.

V. Argument

Hamed has shown that there was a double payment to Fathi Yusuf. His expert opined that there was insufficient documentation of a basis for the 50% payment to Yusuf. It is obvious that if contrary details exist, Yusuf can easily defeat this motion by (a) submitting them as exhibits to the opposition, or (b) by seeking leave to submit his own contrary expert report out of time, or (c) by a declaration that he did not receive the initial payment or the 50% later payment. 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 unequal payment. If, however, the motion is denied because Yusuf does come forward and shows disputing evidence, 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 equal.

VI. Conclusion

This is a simple accounting motion. A 50-50 payment was incorrectly made--as it did not take into account the earlier receipt by Fathi Yusuf of \$79,500. Thus, the claim should be approved.

Dated: April 11, 2023

A handwritten signature in black ink, appearing to read "Carl J. Hartmann III". The signature is fluid and cursive, 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
Tele: (340) 719-8941

Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8670

CERTIFICATE OF SERVICE

I hereby certify that on this 11th 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



CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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



Date	Item	Amount	To Date
9/30/2008	M. Zatar Check _____	\$ 5,000.00	\$ 5,000.00
5/19/2003	Daas Corp Ck 2067 to Plaza Extra ✓	\$ 67,000.00	\$ 72,000.00
5/19/2003	Daas Corp Ck 2068 to Iqra Academy	\$ 10,000.00	\$ 82,000.00
5/27/2003	Daas Corp Ck 2082 to Plaza Extra ✓	\$ 200,000.00	\$ 282,000.00
7/10/2003	Daas Corp Ck 2135 to Plaza Extra ✓	\$ 100,000.00	\$ 382,000.00
9/7/2003	Daas Corp Ck 2205 to Plaza Extra ✓	\$ 50,000.00	\$ 432,000.00
3/29/2004	Daas Corp Ck 2553 to Fathi Yusuf	\$ 30,000.00	\$ 462,000.00
2/2/2005	Daas Corp Ck 3314 to Fathi Yusuf	\$ 30,000.00	\$ 492,000.00
5/12/2005	Daas Corp Ck 3546 to Iqra Academy	\$ 50,000.00	\$ 542,000.00
5/12/2005	Daas Corp Ck _____ to Iqra Academy	\$ 50,000.00	\$ 592,000.00
4/18/2008	Daas Corp Ck 5724 to Scotia (Nadira)	\$ 10,090.00	\$ 602,090.00
2/4/2009	Daas Corp Ck 1768 to Iqra Academy	\$ 30,000.00	\$ 632,090.00
2004	Daas Corp Ck _____ to Fathi Yusuf (STM)	\$ 9,500.00	\$ 641,590.00
4/10/2003	Tropical Ck to Plaza Extra	\$ 23,107.95	\$ 664,697.95
2/25/2004	Tropical Ck to Plaza Extra	\$ 24,880.38	\$ 689,578.33
4/4/2004	Daas Corp Ck 2573 to Plaza Extra	\$ 2,011.67	\$ 691,590.00
5/3/2005	Tropical Ck to Plaza Extra	\$ 25,743.48	\$ 717,333.48
3/15/2006	Tropical Ck to Plaza Extra	\$ 33,908.79	\$ 751,242.27
3/12/2007	Tropical Direct Deposit to Plaza Extra	\$ 35,136.22	\$ 786,378.49
3/24/2008	Tropical to Plaza to VI Islamic (Ck 17423)	\$ 36,909.25	\$ 823,287.74
4/14/2009	Tropical to Daas to VI Islamic (CK 6637)	\$ 43,838.52	\$ 867,126.26
4/2/2010	Tropical to Daas to VI Islamic (CK 7618)	\$ 38,141.71	\$ 905,267.97
2/25/2011	Tropical to Daas to Iqra Academy (CK 8559)	\$ 39,487.77	\$ 944,755.74

\$ 427,000.00

Loan \$ 1,117,000.00

Balance \$ (172,244.26)

DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2067

101-606/218

DATE 5-19-07

PAY
TO THE
ORDER OF

PLAZA EXTRA

\$ 67,000

SIXTY SEVEN THOUSAND 00

DOLLARS



Scotiabank 
THE BANK OF NOVA SCOTIA
CHARLOTTE, AMALIE
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR

payment on loan



⑆00 206 7⑆ ⑆02 1606056⑆ 044 55356 115⑆

DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2082

101-805/216

DATE 5-27-07

PAY
TO THE
ORDER OF

PIAZA EXTRA

\$ 200,000

TWO HUNDRED THOUSAND &

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST THOMAS, U.S. VIRGIN ISLANDS

FOR

PAYMENT ON COAD

[Signature]

⑈002082⑈ ⑆021606056⑆ 044⑈55356115⑈

DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2135

101-005/210

DATE 7-10-03

PAY

TO THE
ORDER OF

PLAZA EXTRA

\$ 100,000

One Hundred Thousand &

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALE
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR

payment on Loan

[Handwritten Signature]

⑈002135⑈ ⑆021606056⑆ 044⑈55356⑈15⑈

DAAS CORPORATION
FOOD CENTER SUPERMARKET
26 & 27 ESTATE FRYDENHOJ
PO BOX 502967
ST THOMAS, VI 00805

2205

101-605/216

DATE 9-7-07

PAY TO THE ORDER OF PLAZA EXTRA

\$ 50,000

FIFTY THOUSAND &

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
CHARLOTTE AMALIE
ST. THOMAS, U.S. VIRGIN ISLANDS

FOR PAYMENT ON LOAN

⑆002205⑆ ⑆021806056⑆ 044⑆55358115⑆

09949

107-505/216

DAAS CORPORATION
FOOD CENTER SUPERMARKET
28 & 27th ESTA FRYDENHOU
PO BOX 502967
ST THOMAS, VI 00805

DATE 7-31-12

PAY
TO THE
ORDER OF

United Corporation

\$100,000-

One Hundred Thousand

DOLLARS



Scotiabank
THE BANK OF NOVA SCOTIA
A EQUAL OPPORTUNITY BANK

FOR

[Signature]

⑆009949⑆ ⑆021606056⑆ 044⑆5356⑆5⑆

DAAS CORPORATION
DBA FOOD CENTER SUPERMARKET
P.O. BOX 502867
26 & 27 ESTATE FRYDENHOLJ
ST THOMAS, VI 00805
TEL (340) 777 8806

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00004
101 605218

10016

8-31-12

PAY TO THE
ORDER OF

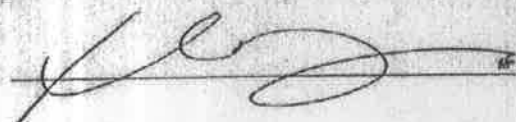
UNITED CORPORATION

\$ 100,000-

ONE HUNDRED THOUSAND

DOLLARS

MEMO



⑆01001⑆ ⑆021606056⑆ 044⑆55356115⑆

DAAS CORPORATION / DBA FOOD CENTER SUPERMARKET

10016

DAAS CORPORATION / DBA FOOD CENTER SUPERMARKET

10016

PAYMENT
RECORD



CASH ONLY IF ALL CHECKLOCK™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

DAAS CORPORATION
DBA FOOD CENTER SUPERMARKET
P.O. BOX 502967
26 & 27 ESTATE FRYDENHOJ
ST THOMAS, VI 00805
TEL. (340) 777-8806

BANK OF NOVA SCOTIA
CHARLOTTE AMALIE, VI 00804
101-6052218

10123

10/15/2012

PAY TO THE ORDER OF United Corporation

\$ 8,000.00

Eight Thousand and 00/100

DOLLARS

United Corporation

MEMO



⑆0⑆10⑆123⑆⑆0⑆2⑆1606096⑆044⑆55356145⑆

DAAS CORPORATION / DBA FOOD CENTER SUPERMARKET

10123

United Corporation

10/15/2012

8,000.00

Scotia Bank

8,000.00

© 2011 INTUITIVE, INC. • FREE • EAT • SECURE

Details on Back • Secure Check

Attention:- MR. Aheed Daas

Food Center	2,117,000.00
paid to YUSUF Aheed Daas	1,000,000.00
	<hr/>
	1,117,000.00
paid to Plaza OK:	417,000.00
	<hr/>
	700,000.00
paid to united	288,000.00
	<hr/>
	412,000.00
paid to MR. Zatter	5,000.00
	<hr/>
	407,000.00

YUSUF

Hamed

203,500.00

203,500.00

paid to YUSUF 10,000 + 30,000 +
 30,000 + 9,500.00 = 79,500.00

3 years Rent of \$2,400.00 monthly + 43,200.00 = 43,200.00

\$ 167,200.00 \$ 160,300.00

167,200.00

\$ 124,000.00

\$ 203,500.00

160,300.00

total \$ 327,500.00

Attention:- MR. Ahmad Daas

Food Center	2,117,000.00
paid to YUSUF	1,000,000.00
	<hr/>
	1,117,000.00
paid to Plaza	417,000.00
	<hr/>
	700,000.00
paid to united	288,000.00
	<hr/>
	412,000.00
paid to MR. Zatter	5,000.00
	<hr/>
	407,000.00

YUSUF

Ahmad

203,500.00

203,500.00

paid to YUSUF 10,000 + 30,000 + 30,000 + 9,500.00

- 79,500.00

3 years Rent of \$2,400.00 - monthly + 43,200.00 = 43,200.00

\$ 167,200.00 = \$ 160,300.00

167,200.00
160,300.00

total \$ 327,500.00

Date	Item	Amount	To Date
9/30/2008	M. Zatar Check	\$ 5,000.00	\$ 5,000.00
5/19/2003	Daas Corp Ck 2067 to Plaza Extra	\$ 67,000.00	\$ 72,000.00
5/19/2003	Daas Corp Ck 2068 to Iqra Academy	\$ 10,000.00	\$ 82,000.00
5/27/2003	Daas Corp Ck 2082 to Plaza Extra	\$ 200,000.00	\$ 282,000.00
7/10/2003	Daas Corp Ck 2135 to Plaza Extra	\$ 100,000.00	\$ 382,000.00
9/7/2003	Daas Corp Ck 2205 to Plaza Extra	\$ 50,000.00	\$ 432,000.00
3/29/2004	Daas Corp Ck 2553 to Fathi Yusuf	\$ 30,000.00	\$ 462,000.00
2/2/2005	Daas Corp Ck 3314 to Fathi Yusuf	\$ 30,000.00	\$ 492,000.00
5/12/2005	Daas Corp Ck 3546 to Iqra Academy	\$ 50,000.00	\$ 542,000.00
5/12/2005	Daas Corp Ck — to Iqra Academy	\$ 50,000.00	\$ 592,000.00
4/18/2008	Daas Corp Ck 5724 to Scotia (Nadira)	\$ 10,090.00	\$ 602,090.00
2/4/2009	Daas Corp Ck 1768 to Iqra Academy	\$ 30,000.00	\$ 632,090.00
2004	Daas Corp Ck — to Fathi Yusuf (StM)	\$ 9,500.00	\$ 641,590.00
4/10/2003	Tropical Ck to Plaza Extra	\$ 23,107.95	\$ 664,697.95
2/25/2004	Tropical Ck to Plaza Extra	\$ 24,880.38	\$ 689,578.33
4/4/2004	Daas Corp Ck 2578 to Plaza Extra	\$ 2,011.67	\$ 691,590.00
5/3/2005	Tropical Ck to Plaza Extra	\$ 25,743.48	\$ 717,333.48
3/15/2006	Tropical Ck to Plaza Extra	\$ 33,908.79	\$ 751,242.27
3/12/2007	Tropical Direct Deposit to Plaza Extra	\$ 35,136.22	\$ 786,378.49
3/24/2008	Tropical to Plaza to VI Islamic (Ck 17423)	\$ 36,909.25	\$ 823,287.74
4/14/2009	Tropical to Daas to VI Islamic (CK 6637)	\$ 43,838.52	\$ 867,126.26
4/2/2010	Tropical to Daas to VI Islamic (CK 7618)	\$ 38,141.71	\$ 905,267.97
2/25/2011	Tropical to Daas to Iqra Academy (CK 8559)	\$ 39,487.77	\$ 944,755.74
		Loan	\$ 1,117,000.00
		Balance	\$ (172,244.26)

DAAS CORPORATION - St. Thomas

Cash Deposits

176
112
288

\$ 288,000.00
From Yusuf

Date	Description	Amount	Balance
13-Jul-99	Cash	\$25,000.00 ✓	\$25,000.00
14-Jul-99	Deposit	\$9,100.00 ✓	\$34,100.00
17-Jul-99	Deposit	\$8,000.00 ✓	\$42,100.00
18-Jul-99	Deposit	\$9,900.00 ✓	\$52,000.00
19-Jul-99	Deposit	\$8,000.00 ✓	\$60,000.00
20-Jul-99	Deposit	\$8,400.00 ✓	\$68,400.00
21-Jul-99	Deposit	\$9,720.00 ✓	\$78,120.00
26-Jul-99	Deposit	\$8,440.00 ✓	\$86,560.00
27-Jul-99	Deposit	\$8,480.00 ✓	\$95,040.00
28-Jul-99	Deposit	\$8,000.00 ✓	\$101,040.00
29-Jul-99	Deposit	\$9,260.00 ✓	\$110,300.00
30-Jul-99	Deposit	\$9,260.00 ✓	\$119,560.00
31-Jul-99	Deposit	\$8,560.00 ✓	\$128,120.00
02-Aug-99	Deposit	\$8,060.00 ✓	\$136,180.00
03-Aug-99	Deposit	\$8,260.00 ✓	\$144,440.00
04-Aug-99	Deposit	\$8,880.00 ✓	\$153,300.00
05-Aug-99	Deposit	\$8,000.00 ✓	\$161,300.00
06-Aug-99	Deposit	\$9,640.00 ✓	\$170,940.00
07-Aug-99	Deposit	\$8,040.00 ✓	\$178,980.00
08-Aug-99	Deposit	\$9,100.00 ✓	\$188,080.00
09-Aug-99	Deposit	\$8,180.00 ✓	\$196,260.00
10-Aug-99	Deposit	\$9,420.00 ✓	\$205,680.00
16-Aug-99	Deposit	\$9,700.00 ✓	\$215,380.00
17-Aug-99	Deposit	\$8,760.00 ✓	\$224,140.00
24-Aug-99	cash	\$200,000.00	\$424,140.00
25-Aug-99	Cash	\$13,860.00	\$438,000.00
08-Sep-99	Cash	\$150,000.00	\$588,000.00
07-Feb-00	Cash	\$200,000.00	\$788,000.00

5/24/99 check 7338 100,000.00

5/10/99 > SAME from STX.
CF + 7286

112,000.00

\$ 1,000,000.00

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

EXHIBIT

B

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,
MUFEED HAMED, HISHAM HAMED, and
PLESSEN ENTERPRISES, INC.,

Counterclaim Defendants,

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

vs.

UNITED CORPORATION, *Defendant.*

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

vs.

FATHI YUSUF, *Defendant.*

FATHI YUSUF, *Plaintiff,*

vs.

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

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

JOHN GAFFNEY ACCOUNTANT'S REPORT
AS TO HAMED CLAIM H-54 --
Unclear General Ledger entries regarding Daas corporate loan

I. Introduction

This submission is made by the fiduciary partnership accountant pursuant to the applicable Orders of the Special Master: (1) Joint Discovery and Scheduling Plan, January 29, 2018; (32) 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.

II. Description of this Claim 'As Made'

On August 17, 2018, I received a document from Hamed's counsel that listed the 101 Hamed Claims (H-41 to H-141) and attached the description given by Hamed to the Special Master, the prior description of each claim and the exhibits to Hamed's CPA's report relate to the claim (if any) – listing both the old and new claim numbers. That material related to this claim is attached as **Exhibit A** hereto. The description of the claim from those materials, and to which I am responding is as follows:

Hamed Claim H-0054

Unclear General Ledger entries regarding Daas corporate loan

DESCRIPTION OF THIS CLAIM:

Hamed's CPA noted an unusual journal entry recorded on STT in 2013 with the description "Daas corporate loan." This entry was later reclassified to intercompany with the description "reclass Daas pmt to intraco West acct" and recorded on West.

ALL INFORMATION AND RELATED DOCUMENTS KNOWN TO HAMED:

Hamed's CPA interviewed the Hameds regarding these unusual journal entries. The Hameds stated that they are not aware of the entries or the business purpose. Hamed's CPA also provided John Gaffney a query dated February 15, 2016 (see Attachment VII) requesting an explanation of the business purpose and canceled checks, 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:

Hamed's CPA did not find any sufficient reliable audit evidence, nor were Hamed's CPA provided any audit evidence from John Gaffney, that this transaction is supported by the accounting records. 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. -- The total amount of this claim is \$327,500.

III. The Work I was Ordered to Do by the Special Master

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.

3. Mr. Gaffney's responses to interrogatories and document requests will be provided in the bi-weekly period in which they are completed and not in groups or all at once. . . .

IV. Accountant's Response to Interrogatory as to Hamed Claim H-41

A. [Date(s)] when the actual activity or delivery occurred:

March 8, 2013

B. Who the persons/entities are:

Plaza STT and DAAS Corporation

C. What amounts were involved,

\$327,500

D. What it was for (with reference to why the funds are allegedly properly charged to the Partnership)

This is not a charge. It was deposited funds from DAAS Corporation to satisfy a debt to United Corporation. See Narrative at Exhibit B-1 and General Ledger Details at Exhibit B-2. Since the Note Receivable was previously transferred to Plaza West books and since payment was received and deposited in St. Thomas, offsetting journal entries were required in both locations. It is not a valid claim.

V. Accountant's Production of Documents

The documents I have used and am therefore providing are as follows:

Exhibit B-1:

Narrative

Exhibit B-2:

GL (General Ledger) Detail

Exhibit B-3:

VI. Reservations and Limitations

A. Information

I was able to obtain any information I requested in writing from the parties.

I requested the following information from a party or parties and was not able to obtain it for the following reason(s) – the written request(s) are attached as Exhibit C. The reasons(s) or explanation I was given in writing is attached as Exhibit D. My concern, reservation or limitation on my responses above is/are as follow:

B. Documents


I was able to obtain any documents I looked for.

I looked for the following documents and was not able to obtain them for the following reason(s) – the written statement as to the efforts I undertook are Exhibit E. The reasons(s) or for my concern, reservation or limitation on my responses above is/are as follow:

CERTIFICATION

The above is true and accurate to the best of my knowledge. I have had no *ex parte* communications with any person, entity, party or counsel in preparing this response. I have provided this to counsel upon my completion of the work.

Dated: July 19, 2019




John Gaffney

CERTIFICATE OF SERVICE

I hereby certify that on the date stated above, I served a copy of the foregoing by email, as agreed by the parties, on:

Gregory H. Hodges
Charlotte Perrell
ghodges@dtflaw.com

Carl J. Hartmann
Joel H. Holt
carl@hartmann.attorney



John Gaffney

H-54 EXHIBIT B-1:

STT - The following entry is on STT books to record receipt of a payment from DAAS Corporation in the amount of \$327,500 in full payment of its debt to United Corporation. Note that the debit is to the Cash in Bank – Operating which is the ScotiaBank account ending in #2010. All records for this account are in St. Thomas and all efforts to obtain them were blocked by Willie Hamed.

General Journal Entry

File Edit Go To Window Help

Close New List Save Print Copy Delete Row Reports Attach Help

Journal Entry

Date: Mar 8, 2013 Reverse Transaction

Reference: SJ8-1

GL Account	Description	Debit	Credit	Job
10300	DAAS CORP LOAN REPAYMENT	327,500.00		
Cash in Bank - Operating		Account will be increased		
19500	DAAS CORP LOAN REPAYMENT		327,500.00	
Note Receivable - DAAS Corp		Account will be decreased		
Totals:		327,500.00	327,500.00	
Out of Balance:		0.00		

STT – The following entry is on STT books and transfers the effects of the above payment to the books of Plaza West which maintained the Note Receivable – DAAS Corp account.

General Journal Entry

File Edit Go To Window Help

Close New List Save Print Copy Delete Row Reports Attach Help

Journal Entry

Date: Mar 8, 2013 Reverse Transaction

Reference: SJ8-2

GL Account	Description	Debit	Credit	Job
19500	RECLASS DAAS PMT TO INTRACO WEST ACCT	327,500.00		
Note Receivable - DAAS Corp		Account will be increased		
14410	RECLASS DAAS PMT TO INTRACO WEST ACCT		327,500.00	
Due from (to) Plaza West		Account will be decreased		
Totals:		327,500.00	327,500.00	
Out of Balance:		0.00		

STX West – The following entry is on the books of Plaza West to reflect that DAAS Corporation paid the obligation in full in St. Thomas.

General Journal Entry

File Edit Go To Window Help

Close New List Print Copy Delete Flow Reports Attach Help

Journal Entry

Date: Mar 31, 2013 Reverse Transaction

Reference: JE31-5

GL Account	Description	Debit	Credit	Job
19500	ADJ DAAS N/R PMT RECD IN STT FOR WEST		327,500.00	
	Due from (to) DAAS Corp	Account will be decreased		
14430	ADJ DAAS N/R PMT RECD IN STT FOR WEST	327,500.00		
	Due from (to) Plaza STT	Account will be increased		
Totals:		327,500.00	327,500.00	
Out of Balance:		0.00		

Conclusion:

H-54 is not a valid claim. The loan to DAAS Corporation was a loan to a Yusuf relative and Fathi Yusuf’s daughter to open the Stop & Shop grocery market in St. Thomas. The loan was made with the full knowledge of Willie Hamed and probably required approval from federal marshals who were monitoring Plaza activity through 2010. Willie and I discussed it while I analyzed the accounting system in St. Thomas attempting to reconcile balance sheet items to outside support.

The payment received in March 2013 was not expected and the new personnel in St. Thomas had no knowledge of the debt. As I recall, I was still attempting to confirm the balance owed and only learned about the payment a few months later while reviewing STT books. Since Humphrey Caswell was a new employee, he posted the payment to income which delayed my discovery. However, once discovered it was reclassified against the balance owing in account 19500 on the books of Plaza West.

General ledger details are provided in Exhibit B-2. But once again, repeated attempts to obtain original source documentation from St. Thomas after the auction were thwarted by Willie. Therefore, I cannot provide bank and other records to further validate the deposit into the ScotiaBank operating account.


 John Gaffney

7/19/19
 Date

**2013 Plaza STT Archive
General Ledger**



For the Period From Jan 1, 2013 to Dec 31, 2013

Filter Criteria includes: 1) IDs: 19500. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID	Date	Refere	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
19500	1/1/13			Beginning Balance			
Note Receivable - DA	2/1/13			Beginning Balance			
	3/1/13			Beginning Balance			
	3/8/13	SJ8-1	GEN	DAAS CORP LOAN REP		327,500.00	
	3/8/13	SJ8-2	GEN	RECLASS DAAS PMT T	327,500.00		
				Current Period Change	327,500.00	327,500.00	
	4/1/13			Beginning Balance			
	5/1/13			Beginning Balance			
	6/1/13			Beginning Balance			
	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	9/1/13			Beginning Balance			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	12/1/13			Beginning Balance			
	12/31/13			Ending Balance			

**Plaza West
General Ledger
For the Period From Jan 1, 2013 to Dec 31, 2013**

Filter Criteria includes: 1) IDs: 19500. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Referen	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
19500	1/1/13			Beginning Balance			327,500.00
Due from (to) DAAS C	2/1/13			Beginning Balance			327,500.00
	3/1/13			Beginning Balance			327,500.00
	3/31/13	JE31-5	GEN	ADJ DAAS N/R PMT R		327,500.00	
				Current Period Change		327,500.00	-327,500.00
	4/1/13			Beginning Balance			
	5/1/13			Beginning Balance			
	6/1/13			Beginning Balance			
	7/1/13			Beginning Balance			
	8/1/13			Beginning Balance			
	9/1/13			Beginning Balance			
	10/1/13			Beginning Balance			
	11/1/13			Beginning Balance			
	12/1/13			Beginning Balance			
	12/31/13			Ending Balance			

**Plaza STT
General Ledger**

For the Period From Mar 1, 2013 to Mar 31, 2013

Filter Criteria includes: 1) IDs: 14410. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Referen	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
14410	3/1/13			Beginning Balance			-278,156.87
Due from (to) Plaza W	3/5/13	37363	CDJ	BUREAU OF INTERNAL	6,102.69		
	3/8/13	SJ8-2	GEN	RECLASS DAAS PMT T		327,500.00	
	3/13/13	37451	CDJ	BUREAU OF INTERNAL	5,689.15		
	3/15/13	MAR201	PJ	CHLIC (Cigna Health an	9,843.60		
	3/20/13	37502	CDJ	BUREAU OF INTERNAL	5,656.30		
	3/27/13	37508	CDJ	BUREAU OF INTERNAL	5,656.39		
	3/31/13	SJ31	GEN	DAILY POS ENTRY (UN		987.30	
				Current Period Change	32,948.13	328,487.30	-295,539.17
	3/31/13			Ending Balance			-573,696.04

**Plaza West
General Ledger**

For the Period From Mar 1, 2013 to Mar 31, 2013

Filter Criteria includes: 1) IDs: 14430. Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
14430	3/1/13			Beginning Balance			278,156.87
Due from (to) Plaza S	3/31/13	JE31-3	GEN	HEALTH INSURAN		9,843.60	
	3/31/13	JE31-5	GEN	ADJ DAAS N/R PM	327,500.00		
	3/31/13	XJE31-2	GEN	Adjust Due From S		22,117.23	
				Current Period Cha	327,500.00	31,960.83	295,539.17
	3/31/13			Ending Balance			573,696.04