

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**

KAC357, INC., a USVI Corporation,)

Plaintiff,)

v.)

**FATHI YUSUF, a partner, and
THE HAMED-YUSUF PARTNERSHIP
a/k/a THE PLAZA EXTRA SUPERMARKET
PARTNERSHIP,**)

Defendants.)

CASE NO.: SX-18-CV-219

**ACTION FOR DEBT AND
UNJUST ENRICHMENT**

**FATHI YUSUF’S OPPOSITION TO
HAMED’S MOTION FOR SUMMARY JUDGEMENT AS TO CLAIM H-21
(PAYMENT OF NEJEH’S CREDIT CARD CHARGES)**

Defendant/Counterclaimant Fathi Yusuf (“Yusuf”) through his attorneys, Dudley Newman Feuerzeig, LLP hereby provides his Opposition to Hamed’s Motion for Summary Judgment As to Claim H-21 (Payment of NejeH’s Credit Card Charges) as follows:

I. Summary of Argument

Hamed seeks summary judgment for certain credit card charges incurred by NejeH Yusuf as reflected in a credit card statement for a Bank of America credit card dated April 20, 2015 –

May 19, 2015, claiming “that there was a payment by the Partnership” and that it was presumably an improper payment not for partnership expenses. *See* Hamed Motion, pp. 6 and 9.

Hamed’s Motion must fail for a number of reasons:

1. Hamed offered no evidence that the Partnership **paid** this invoice. There are no exhibits or references to any affidavits or other evidence that demonstrate that this invoice was paid with Partnership funds.
2. These charges appear to be **after** the various stores were split. The credit card charges as per the statement are from April 20, 2015 – May 19, 2015. However, per the various orders and statements from Hamed, the Order for Final Wind-up of the Partnership was entered on January 9, 2015, Counsel for Hamed have repeatedly indicated the split to have occurred on or before March 9, 2015, and the May 4, 2015 Order confirmed that as of May 1, 2015 the Hamed’s received sole ownership of the Plaza Extra Tutu Park Store. The due date for payment on this card was not until June 15, 2015, clearly after the split had occurred.
3. Evidence from the most recent March 1, 2023 hearing relating to credit card points, provides evidence that the various Hamed and Yusuf family members regularly paid Partnership expenses with their personal credit cards, which benefited the Partnership. Hence, there is no evidence that the Partnership paid these charges, and likewise, there is no evidence to demonstrate that these charges were not for business expenses as was the pattern and practice of both the Hamed and Yusuf family members.

II. Opposition to Hamed's Statement of Undisputed Facts

1. **Statement 1:** Disputed. Hamed has offered no evidence that this credit card statement was paid by the Partnership. First, Hamed's expert does not seem to indicate that he reviewed a Partnership general ledger entry paying this card, simply that "[W]e noted a Bank of America credit card in the name of Nejeah Yusuf and the Partnership." See **Exhibit 1**—Documentation from Hamed's Expert relating to this claim. Second, as indicated on the front of the credit card statement, it appears that the statement was mailed to the Plaza Extra Tutu Store in St. Thomas, after the store was purchased by the Hamed's effective May 1, 2015. See Exhibit B to Hamed's Motion, p. 16, Bates No. JVS-001252. Third, the credit card statement is from April 20, 2015 to May 19, 2015, the timeframe *after* the Partnership had been subject to separation between the partners. See Exhibit B to Hamed's Motion reflecting the dates of the credit cards and its due date as June 15, 2015. The various orders splitting the Partnership occurred prior to this credit card statement. See **Exhibit 2**—January 9, 2015 Order Adopting Final Wind Up Plan and **Exhibit 3**—May 5, 2015 Order confirming sale of Plaza Extra Tutu, effective May 1, 2015. Fourth, Hamed cites to no evidence or documentation reflecting a payment of this statement by the Partnership. See Hamed Motion, p. 6. Hence, Hamed has provided no evidence that the credit card was paid with Partnership funds.
2. **Statement 2:** Disputed. For the same reasons that Statement 1 is disputed, so too is Statement 2. There is no evidence that a payment was made by the Partnership. Hence, the response to Statement 1 is incorporated herein by reference as to

- Statement 2 as if specifically set forth herein verbatim. Further, evidence presented during the recent March 1, 2023 hearing relating to credit card points and the Court’s findings as to same, reflect that the members of both the Hamed and Yusuf families regularly used credit cards to pay business expenses and same was done for the benefit of the Partnership. If these charges were paid by the Partnership, there is no evidence to suggest that these charges are any different from the millions of dollars in proper credit card charges made by both families over the years. *See* Order of April 24, 2023. NejeH Yusuf testified that if he had personal expenses on a particular card, he would pay those, whereas the Partnership would pay the card for Partnership expenses. *See Exhibit 4* - Deposition of NejeH Yusuf, 34:8-15, 35:12-17, 36:13-21.
3. **Statement 3:** Disputed. The statement indicates that Exhibit B attached to Hamed’s Motion “shows what is necessary – a card in the name of ‘Yusuf, NejeH’. It shows the amount charged on that card as ‘\$49,715.05.’” *See* Hamed Motion, p. 7. However, Exhibit B seems to reflect charges *made after* the split of the two partners and *due after* the split of the partners, it does not reflect any payment by the Partnership, and it shows that the credit card statement was addressed and thus, presumably received by the Hamed’s at the Plaza Extra Tutu Store, after the Hamed’s secured ownership of that store effective May 1, 2015. Further, Yusuf adopts his responses to Statements 1 and 2 as if fully set forth herein verbatim.

III. Argument

Rule 56 of Virgin Islands Rules of Civil Procedure (hereinafter “Rule 56”) provides a court reviewing a summary judgment motion 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 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)).

There exists a genuine issues of disputed material fact as to whether these charges were incurred prior to the split of the two partners and whether these charges were paid by the Partnership. Hamed fails to produce any evidence that the credit card statement was paid with Partnership funds. Even if Hamed could overcome that hurdle, Hamed still is unable to demonstrate that such a payment (if one was made) would be improper given the history of the two families using personal credit cards for Partnership business expenses. Consequently, Hamed’s Motion for Summary Judgment should be denied.

A. Hamed Had No Evidence the Partnership Paid this Credit Card Bill.

Because Hamed has offered no evidence that the Partnership even paid this credit card bill, Hamed has no claim that such a payment was improper or should be charged back to the Partnership. At best, Hamed’s expert stated that “[W]e noted a Bank of America credit card in the name of Nejeih Yusuf and the Partnership.” See **Exhibit 1**—Documentation from Hamed’s Expert relating to this claim. Noting that there is a credit card is not the same as stating that there was an improper payment of that credit card by the Partnership. Presumably, Hamed’s expert became aware of this credit card because the credit card statement reflects that it was addressed to the Plaza Extra Tutu Store in St. Thomas and because it would have been received sometime after May 19, 2015 (as reflected on it) which is *after* the St. Thomas store had been

transferred to the Hameds on May 1, 2015. Whether the charges were proper or legitimate business expenses is irrelevant, until such time as Hamed first can demonstrate that the Partnership paid for these charges. Hamed has failed to show that the Partnership paid these charges. Hence, there is no claim for these charges and Hamed's Motion must be denied.

B. The Charges May Not Be Partnership Charges as They Were Incurred After the Split.

Hamed maintains this claim even in the face of the obvious timing of these charges. The credit card statement is from April 20, 2015 to May 19, 2015, the timeframe *after* the Partnership had been subject to separation between the partners. *See* Exhibit B to Hamed's Motion reflecting the dates of the credit cards and its due date as June 15, 2015. The various orders splitting the Partnership occurred prior to this credit card statement. *See* **Exhibit 2**—January 9, 2015 Order Adopting Final Wind Up Plan and **Exhibit 3**—May 5, 2015 Order confirming sale of Plaza Extra Tutu, effective May 1, 2015. It appears that these charges were incurred after the two partners were split. The activity period is April 20, 2015 to May 19, 2015 – this is after the adoption of the Final Wind Up Order and after the date Hamed has regularly argued was the split on March 9, 2015. Given that the timing of these expenses, they do not seem to be during the period that the Partnership remained together, rather, these appear to be charges incurred after the split and thus, not the subject of any review as to whether it was or was not a legitimate Partnership expense. Hence, as Hamed has failed to demonstrate that these charges are even within the purview of the Partnership, as opposed to post-Partnership-split-costs, Hamed's Motion for Summary Judgment must be denied.

C. Hamed Has Offered No Evidence that such Charges, Even if Timely Incurred Before the Split and if Paid by the Partnership, Would Be Improper Given History of Partnership.

Hamed's expert attempts to opine, in the abstract, that these charges may be improper and not allowed in the absence of additional proof that they were for Partnership expenses. However, given the evidence adduced from the most recent hearing on March 1, 2023, relating to credit card points, there is ample evidence that the various Hamed and Yusuf family members regularly paid Partnership expenses with their personal credit cards, which benefited the Partnership. Hence, just as there is no evidence that the Partnership paid these charges, likewise, there is no evidence to demonstrate that these charges were not for business expenses as was the pattern and practice of both the Hamed and Yusuf family members, each having incurred millions of dollars of charges for the Partnership on their personal credit cards. Moreover, NejeH Yusuf testified that if he had personal expenses on a particular card, he would pay those, whereas the Partnership would pay the card for Partnership expenses. *See* Exhibit 4—Deposition of NejeH Yusuf, 34:8-15, 35:12-17, 36:13-21.

Conclusion

For all of the foregoing reasons, Yusuf respectfully requests the Master to deny Hamed's Motion for Summary Judgment as to Claim H-21. In the alternative, Yusuf requests that the Court determine that there are, at the very least, genuine issues of material fact that preclude summary judgment for Hamed.

Respectfully submitted,

DUDLEY NEWMAN FEUERZEIG, LLP

DATED: May 8, 2023

By: s/Charlotte K. Perrell
CHARLOTTE K. PERRELL (V.I. Bar No. 1281)

Law House 1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804-0756
Telephone: (340) 715-4422
Telefax: (340) 715-4400
E-Mail: cperrell@dnfvi.com

Attorneys for Fathi Yusuf and United Corporation

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of May, 2023, I caused the foregoing **Yusuf's Opposition to Hamed's Motion for Summary Judgment as to H-21**, which complies with the page and word limitations of Rule 6-1(e), to be served upon the following via the Case Anywhere docketing system:

Joel H. Holt, Esq.
LAW OFFICES OF JOEL H. HOLT
Quinn House - Suite 2
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
E-Mail: holtvi.plaza@gmail.com

Carl J. Hartmann, III, Esq.
5000 Estate Coakley Bay – Unit L-6
Christiansted, St. Croix
U.S. Virgin Islands 00820
E-Mail: carl@carlhartmann.com

Mark W. Eckard, Esq.
ECKARD, P.C.
P.O. Box 24849
Christiansted, St. Croix
U.S. Virgin Islands 00824
E-Mail: mark@markeckard.com

Jeffrey B.C. Moorhead, Esq.
JEFFREY B.C. MOORHEAD, P.C.
C.R.T. Brow Building – Suite 3
1132 King Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
E-Mail: jeffreylaw@yahoo.com

The Honorable Edgar D. Ross
E-Mail: edgarrossjudge@hotmail.com

and via U.S. Mail to:

The Honorable Edgar D. Ross
Master
P.O. Box 5119
Kingshill, St. Croix
U.S. Virgin Islands 00851

Alice Kuo
5000 Estate Southgate
Christiansted, St. Croix
U.S. Virgin Islands 00820

s/Charlotte K. Perrell

INDEX OF EXHIBITS

- Exhibit 1** Documentation from Hamed's Expert relating to this claim
- Exhibit 2** January 9, 2015 Order Adopting Final Wind Up Plan
- Exhibit 3** May 4, 2015 Order confirming sale of Plaza Extra Tutu, effective May 1, 2015
- Exhibit 4** Deposition of Negeh Yusuf, Jan. 22, 2019

ATTACHMENT IV - Analysis

Item 281 – Payment of NejeH Yusuf credit card bill

Summary Description of Issue Identified:

We noted a Bank of America credit card in the name of NejeH Yusuf and the Partnership.

Work performed:

We interviewed Waleed Hamed regarding the credit card bill. In addition, we were provided a copy of the credit card statement from Bank of America (Exhibit 281-a). We 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.

Gaffney's response:

John Gaffney did not respond to our request.

Opinion as to the Issue Identified:

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, we conclude these checks would not be deductible for tax purposes under **IRS Pub. 535**. As such, we are not able to satisfy ourselves of the following management assertions: 1. Occurrence 2. Accuracy or 3. Classification, as described in **AU-C 315.A128**.

We 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.

Item 290 – NejeH Yusuf removed property belonging to KAC357 Inc.

After the sale of the St. Thomas Plaza Extra store to KAC357 Inc., NejeH Yusuf removed a pressure washer, printer, 32” monitor, and DVD recorder without paying for the items.

Work performed:

We interviewed the Hameds regarding NejeH Yusuf's removal of property from the STT store. In addition, we reviewed the general ledgers from 2012 to present provided by John Gaffney. We did not find any reimbursements to KAC357 Inc. for items removed by NejeH.

Gaffney's response:

No request was sent to John Gaffney.

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

MOHAMMED HAMED by his authorized agent WALEED HAMED
Plaintiff)
Vs.)
FATHI YUSUF and UNITED)
CORPORATION, ET AL)
Defendant)

CASE NO. SX-12-CV-370
ACTION FOR: DAMAGES; ET AL

Exhibit 2

NOTICE
OF
ENTRY OF JUDGMENT/ORDER

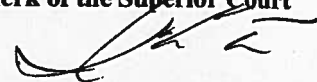
TO: JOEL HOLT, ESQ.; CARL HARTMANN III, Esquire HON. EDGAR ROSS (edgarrossjudge@hotmail.com)
NIZAR DEWOOD, ESQ.; GREGORY HODGES, Esquire
MARK ECKARD, ESQ.; JEFFREY MOORHEAD, Esquire

Please take notice that on JANUARY 7, 2015 Orders were
entered by this Court in the above-entitled matter.

Dated: January 9, 2015

ESTRELLA H. GEORGE (ACTING)

Clerk of the Superior Court



By: IRIS D. CINTRON

COURT CLERK II

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

MOHAMMED HAMED by his authorized agent)
WALEED HAMED,)
Plaintiff/Counterclaim Defendant,)

v.)

FATHI YUSUF and UNITED CORPORATON,)
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 DAMAGES, etc.

ORDER ADOPTING FINAL WIND UP PLAN

By Order Soliciting Comments, Objections and Recommendations, entered October 7, 2014, the Court ordered the parties to review the Proposed Wind Up Plan ("Proposed Plan") presented therewith relative to the Hamed-Yusuf (Plaza Extra) Partnership and to present comments, objections and recommendations. Plaintiff Mohammed Hamed submitted his Comments re Proposed Winding Up Order (filed October 21, 2014); Defendant Fathi Yusuf submitted his Comments, Objections and Recommendations Concerning the Court's Proposed Plan (filed October 21, 2014). The Parties each then responded to the filing of the other: Plaintiff filed his Response to Defendant's Comments re Proposed Winding Up Order on October 28, 2014; and Defendant Yusuf filed his Response to Hamed's Comments Concerning the Court's Proposed Wind-Up Plan on October 29, 2014.

Upon consideration of the Parties' submissions, the Court enters this Order Adopting Final Wind Up Plan of the Plaza Extra Partnership ("Order"). A complete copy of the Final Wind Up Plan of the Plaza Extra Partnership ("Final Plan") adopted by this Order is submitted with and constitutes a part of this Order. The Final Plan incorporates certain modifications to the Proposed Plan, as noted below, with revised provisions in italics, and excluded provisions stricken. These modifications, together with the provisions to which the Parties have jointly agreed, which are accepted and incorporated, are adopted by the Court and shall constitute the Final Plan. For the Parties' ease of reference, provisions of the Proposed Plan are modified by the terms of this Order and incorporated into the Final Plan, as follows:

~~PROPOSED-FINAL~~ WIND UP PLAN

Section 1: Definitions

1.18 "Liquidating Partner" means Yusuf.

Section 3: Liquidating Partner

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the partnership pursuant to this Plan *and the provisions of the V.I. Code Ann. tit. 26, § 173(c)*, under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidation Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary

2) Plaza Extra-Tutu Park

~~Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-Tutu Park: the inventory at landed cost and the equipment and leasehold improvements at their depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. Yusuf will reimburse the Partnership for 50% of the reasonable costs and attorneys' fees incurred to date in the Tutu Park litigation. Upon payment for such inventory, equipment, leasehold improvements and attorneys' fees, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-Tutu Park without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interests of Hamed.~~

The Parties will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Parties may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord, in the Superior Court of the Virgin

Injunction. All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.

Section 8: Plan of Liquidation and Winding Up

1) Plaza Extra-East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at *one half of the* landed cost and the equipment ~~and leasehold improvements~~ at their its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. *In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master.* Upon payment for such inventory, *and upon payment (or auction and distribution of proceeds) for the equipment,* Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-East without any further involvement of Hamed or the Hamed sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered partnership property and is not subject to division under this plan, but without prejudice to any accounting claim that may be presented by Hamed.

Islands, Division of St. Thomas and St. John, United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc. (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

3) Plaza Extra-West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at *one half of the* landed cost and the equipment ~~and leasehold improvements~~ at ~~their~~ its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. *In the event that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master.* Upon payment for such inventory, *and upon payment (or auction and distribution of the proceeds) for the* equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United and free and clear of any claims or interests of Yusuf or United.

Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc.,

the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock being reissued in Hamed's name or his designee's name.

5) Plaza Extra Name

~~Yusuf shall own and have the right to use the trade name "Plaza Extra" in the operation of Yusuf's Plaza Extra stores. Hamed will operate Plaza Extra West under the trade name "Plaza West."~~

The Master will conduct and supervise a closed auction wherein the Parties alone will be allowed to bid to purchase the trade name "Plaza Extra." The prevailing Partner at the auction shall receive the right to the exclusive use of the name "Plaza Extra," to the exclusion of all others, including the other Partner, who shall be forever barred from using the name "Plaza Extra" in connection with operation of any business in the U.S. Virgin Islands.

The auction shall take no more than one day and will be conducted in a manner that will not cause any delay in implementing this Plan or any disruption in the business operations of any Plaza Extra store. The parties may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

Steps to Be Taken for the Orderly Liquidation of the Partnership

This Plan is conditioned upon the ability of Hamed and Yusuf to use the 50% interest of each in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. While the bid-in process may continue, actual payment of the funds shall be subject to approval of the Master, the Court and, to the extent necessary, District Court.

Step 1: Budget for Wind Up Efforts

The Liquidating Partner proposes the Wind Up Budget (Exhibit A) for the Wind Up Expenses. Such expenses include but are not limited to, those incurred in the liquidation process, costs for the continued operations of Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which Plaza Extra and/or United d/b/a/ Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra-East and Plaza Extra-Tutu Park.

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. *All disbursements shall be subject to prior approval by the Master.* The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless

the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, *not including members of the Hamed and Yusuf families*. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act, to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment for the Partnership. *All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.*

Step 5: Other Pending Litigation

The pending litigation against United set forth in Exhibit C arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within 45 days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation of distribution for the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership assets between themselves rather than liquidating assets by sale and distributing proceeds.

Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.

- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in Exhibit D shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

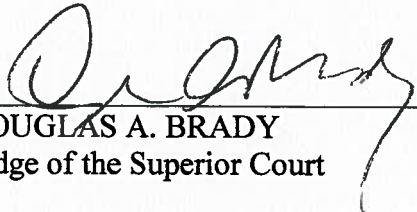
On the basis of the foregoing, it is hereby

ORDERED that the foregoing modifications of the Proposed Plan shall be incorporated into and form a part of the Final Wind Up Plan of the Plaza Extra Partnership, submitted herewith, which Final Plan is ADOPTED by this Order. It is further

ORDERED that the Parties shall meet and confer with the Master FORTHWITH relative to the implementation of the Final Plan, which will be deemed final and effective ten (10) business days following the date of the entry of this Order.

Dated:

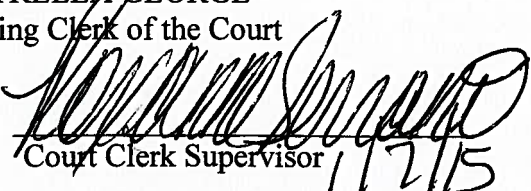
January 7, 2015


DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By:


Court Clerk Supervisor 1/7/15

CERTIFIED TO BE A TRUE COPY
This 7th day of Jan 20 15

CLERK OF THE COURT

By  Court Clerk II

**FINAL WIND UP PLAN
OF THE PLAZA EXTRA PARTNERSHIP**

This Plan provides for the winding up of the Partnership, as defined below. This is a liquidating plan and does not contemplate the continuation of the Partnership's business except as may be required for the orderly winding up of the Partnership.

Section 1. DEFINITIONS

1.1 "Act" means the Uniform Partnership Act, V.I. Code Ann. tit. 26, §§ 1-274.

1.2 "Available Cash" means the aggregate amount of all unencumbered cash and securities held by the Partnership including cash realized from any Litigation Recovery or any Liquidation Proceeds.

1.3 "Case" means *Hamed v. Yusuf, et al.*, Superior Court of the Virgin Islands (Civil No. SX-12-CV-370).

1.4 "Claim" means

- (a) any right to payment from the Partnership whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or
- (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Partnership whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.5 "Claimant" means the holder of a Claim.

1.6 "Claims Reserve Account" means one or more interest-bearing bank account(s), money market or securities account(s) to be established and held in trust by the Master for the purpose of holding the Available Cash until distributed in accordance with the Plan and any interest, dividends or other income earned upon the investment of such Claims Reserve Account. The Claims Reserve Account will be further funded from time to time by the Liquidating Partner with:

- (i) any Liquidation Proceeds realized, plus
- (ii) any Litigation Recovery realized, minus
- (iii) any amounts necessary to pay Wind Up Expenses.

1.7 "Court" means Superior Court of the Virgin Islands in which the Case is pending.

1.8 "Criminal Case" means Case No. 1:05-CR-00015-RLF-GWB pending in the District Court of the Virgin Islands.

1.9 "Debt" means liability on a Claim.

1.10 "Disputed Claim" means any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed, which objection has not been withdrawn or determined by Final Order.

1.11 "District Court" means the District Court of the Virgin Islands, in which the Criminal Case is pending.

1.12 "Effective Date" means ten (10) business days following the date of entry of the Order Adopting Final Wind Up Plan in the Case.

1.13 "Encumbered Cash" means all of the cash and securities encumbered by a restraining order issued by the District Court in the Criminal Case.

1.14 "Final Order" means an order or judgment of the Court or District Court:

- (i) which has not been reversed, stayed, modified or amended;
- (ii) as to which the time to or the right to appeal or seek reconsideration, review, rehearing or *certiorari* has expired or has been waived; and
- (iii) as to which no appeal or motion for reconsideration, review, rehearing or *certiorari* is pending.

1.15 "Hamed" means Mohammad Hamed.

1.16 "Hamed Sons" means Waleed Hamed, Waheed Hamed, Mufeed Hamed, and Hisham Hamed.

1.17 "Liquidating Expenses Account" means one or more checking account(s) to be utilized by the Liquidating Partner for Wind Up Expenses based upon the Wind Up Budget and to satisfy debts of the Partnership.

1.18 "Liquidating Partner" means Yusuf.

1.19 "Liquidating Proceeds" means any cash or other consideration paid to or realized by the Partnership or the Liquidating Partner, as applicable, upon the sale, transfer, assignment or other distribution of the Partnership Assets.

1.20 "Litigation" means the interest of the Partnership or the Liquidating Partner, as applicable, in any and all claims, rights and causes or action that have ben or may be commenced by the Partnership or the Liquidating Partner including, without limitation, any action:

- (i) to avoid and recover any transfers of property determined to be avoidable pursuant to V.I. Code Ann. tit. 28, §§ 171-212 or other applicable law;
- (ii) for the turnover of property to the Partnership or Liquidating Partner, as applicable;
- (iii) for the recovery of property or payment of money that belongs to or can be asserted by the Partnership or the Liquidating Partner, as applicable; and
- (iv) for compensation for damages incurred by the Partnership.

1.21 "Litigation Recovery" means any cash or other property received by the Partnership or the Liquidating Partner, as applicable, from all or any portion of the Litigation including, but not limited to, awards of damages, attorneys' fees and expenses, interest and punitive damages, whether recovered by way of settlement, execution on judgment or otherwise.

1.22 "Master" means Honorable Edgar D. Ross, appointed by the Court to serve as master in the Case.

1.23 "Partnership" means the association of Yusuf and Hamed carried on as co-owners of the business of the Plaza Extra Stores.

1.24 "Partners" means Yusuf and Hamed.

1.25 "Partnership Assets" means any and all property, assets, rights or interest of the Partnership whether tangible or intangible, and any Liquidation Proceeds realized therefrom, including without limitation, all Available Cash, Encumbered Cash, Litigation, and any Litigation Recovery.

1.26 "Plan" means this Final Wind Up Plan of the Plaza Extra Partnership, including exhibits, as it may be amended, modified or supplemented from time to time.

1.27 "Plaza Extra-East" means the supermarket located at Sion Farm, St. Croix.

1.28 "Plaza Extra-Tutu Park" means the supermarket located at Tutu Park, St. Thomas.

1.29 "Plaza Extra-West" means the supermarket located at Estate Plessen (Grove Place), St. Croix.

1.30 "Plaza Extra Stores" means Plaza Extra-East, Plaza Extra-Tutu Park, and Plaza Extra-West.

1.31 "Termination Date" means six months following the Effective Date, when the Liquidating Partner contemplates completing the winding up of the Partnership.

1.32 "United" means United Corporation.

1.33 "Wind Up Budget" means the budget established to satisfy the anticipated Wind

Up Expenses and to satisfy the Debts set forth in **Exhibit A** hereto.

1.34 "Wind Up Expenses" means the costs and expenses incurred by the Liquidating Partner for the purpose of:

- (i) operating the Plaza Extra Stores during the period required to liquidate the Partnership Assets;
- (ii) prosecuting or otherwise attempting to collect or realize upon the Litigation.
- (iii) assembling and selling any of the Partnership Assets or otherwise incurred in connection with generating the Liquidation Proceeds;
- (iv) resolving Disputed Claims and effectuating distributions to Creditors under the Plan; or
- (v) otherwise implementing the Plan and winding up the Partnership.

1.35 "Yusuf" means Fahti Yusuf.

1.36 "Yusuf Sons" means Maher Yusuf, Nejeh Yusuf, and Yusuf Yusuf.

Section 2. APPOINTMENT OF MASTER

The Honorable Edgar D. Ross, appointed by Order Appointing Master in the Case, entered September 18, 2015, shall serve as Master to oversee and act as the judicial supervision of the wind up efforts of the Liquidating Partner.

Section 3. LIQUIDATING PARTNER

Yusuf shall be the Liquidating Partner with the exclusive right and obligation to wind up the Partnership pursuant to this Plan and the provisions of the V.I. Code Ann. tit. 26, § 173(c), under the supervision of the Master. No person other than the Liquidating Partner may act on behalf of the Partnership, represent the Partnership in any official capacity or participate in management or control of the Partnership, for purposes of winding up its business or otherwise. The Liquidating Partner's rights and obligations relative to the winding up, subject to the review and supervision of the Master, shall be deemed to have commenced as of April 25, 2013, the date of the issuance of the Preliminary Injunction in the Case. All acts of the Liquidating Partner, except those customarily undertaken in the ordinary course of the ongoing business operations of the Partnership, are subject to prior notification to and approval of the Master.

Section 4. POWERS OF LIQUIDATING PARTNER

Pursuant to the Act, the Liquidating Partner shall have authority to wind up the Partnership business, including full power and authority to sell and transfer Partnership Assets, engage legal, accounting and other professional services, sign and submit tax matters, execute and record a statement of dissolution of Partnership, pay and settle Debts, and marshal Partnership Assets for

equal distribution to the Partners following payment of all Debts and a full accounting by the Partners, pursuant to agreement of the Partners or by order of the Court.

The Liquidating Partner shall use his best efforts to complete the winding up of the Partnership on or before the Termination Date.

Section 5. DUTIES OF LIQUIDATING PARTNER

The Liquidating Partner shall devote such time as is reasonably necessary to wind up and liquidate the Partnership in the manner provided herein and as required by the Act.

The Liquidating Partner shall be required to report on a bi-monthly basis to Hamed and the Master as to the status of all wind up efforts. In addition, the Liquidating Partner shall prepare and file all required federal and territorial tax returns and shall pay all just Partnership Debts. The Liquidating Partner shall provide a Partnership accounting. Any Liquidation Proceeds and Litigation Recovery shall be placed into the Claim Reserve Account from which all Partnership Debts shall first be paid. Following payment of all Partnership Debts, any remaining funds shall continue to be held in the Claims Reserve Account pending distribution pursuant to agreement of the Partners or order of the Court following a full accounting and reconciliation of the Partners' capital accounts and earlier distributions.

Section 6. SALARIES, WITHDRAWALS

As compensation for serving as Liquidating Partner, Yusuf shall continue to receive the salary Yusuf is currently receiving as shown on the Wind Up Budget. This compensation will be considered an expense of winding up the Partnership's business. For at least one hundred twenty (120) days following the Effective Date, the Hamed Sons and Yusuf Sons shall continue to receive their current salaries in return for assisting the Liquidation Partner in the wind up of the Partnership. Thereafter, the Liquidating Partner shall have the right to terminate their services upon fourteen (14) days notice as the Partnership business operations decline and their services are no longer needed. The Hamed Sons and Yusuf Sons shall be terminated at the same time.

Section 7. CRIMINAL CASE AND ENCUMBERED CASH

There exists a plea agreement ("Plea Agreement") entered by United in the Criminal Case. Nothing in this Plan or the Partnership wind up efforts shall undermine or impair United's Plea Agreement. The President of United shall meet with the U.S. Department of Justice to see what impact, if any, the implementation of the Plan and wind up of the Partnership may have on United's compliance with the Plea Agreement.

The Encumbered Cash shall be deposited into the Claims Reserve Account immediately after it is no longer encumbered by the Restraining Order entered in the Criminal Case and, thereafter, held for distribution in accordance with this Plan.

Section 8. PLAN OF LIQUIDATION AND WINDING UP

1) Plaza Extra-East

Yusuf will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-East: the inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event that Yusuf is unwilling to pay the appraised depreciated value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master, with net proceeds equally divided and disbursed by the Master. Upon payment for such inventory, and upon payment (or auction and distribution of proceeds) for the equipment, Yusuf will assume full ownership and control and may continue to operate the business Plaza Extra-East without any further involvement of Hamed or the Hamed Sons, and free and clear of any claims or interest of Hamed.

For purposes of winding up the Partnership, Plot 4-H Estate Sion Farm shall not be considered Partnership property and is not subject to division under this Plan, without prejudice to any accounting claim that may be presented by Hamed.

2) Plaza Extra-Tutu Park

The Partners will be allowed to bid on Plaza Extra-Tutu Park at a closed auction supervised by the Master. The auction shall take no more than one day and should not cause any delay in implementing this Plan or disrupt the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

The Partnership assets sold in connection with Plaza Extra-Tutu Park shall consist of the leasehold interests, the inventory, equipment, and all leasehold improvements not a part of the real property. The value of such assets shall be determined by a qualified appraiser selected by the Master prior to the auction. Whichever Partner submits the winning bid for Plaza Extra-Tutu Park shall receive and assume all existing rights and obligations to the pending litigation with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, *United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D., Inc.* (Civ. No. ST-01-CV-361) (the "Tutu Park Litigation"). The Partner who receives and assumes said rights and obligations to the Tutu Park Litigation shall be obligated to reimburse the other Partner 50% of the amount of costs and attorneys' fees incurred to date directly attributable to the Tutu Park Litigation. Additionally, the prevailing Partner at auction shall be responsible for obtaining releases or otherwise removing any continuing or further leasehold obligations and guarantees of the Partnership and the other Partner.

3) Plaza Extra-West

Hamed will purchase from the Partnership the following elements of the existing business operation known as Plaza Extra-West: inventory at one half of the landed cost and the equipment at its depreciated value, as mutually determined by the Partners. In the event the Partners cannot agree, such value shall be determined by a qualified appraiser selected by the Master. In the event

that Hamed is unwilling to pay the appraised value of the equipment, the same shall be sold at public auction under the direction and supervision of the Master. Upon payment for the inventory, and upon payment (or auction and distribution of the proceeds) for the equipment, Hamed will assume full ownership and control and may continue to operate Plaza Extra-West without any further involvement of Yusuf, Yusuf's sons or United, and free and clear of any claims or interests of Yusuf or United.

Hamed will be entitled to a recordable non-exclusive easement for the existing sewage line servicing Plaza Extra-West, which shall not preclude Plessen Enterprises, Inc., the owner of the servient parcel, from reserving the right to tap into and to utilize such sewage line.

4) Stock of Associated Grocers

The stock of Associated Grocers held in the name of United shall be split 50/50 between Hamed and Yusuf, with United retaining in its name Yusuf's 50% share, and 50% of such stock being reissued in Hamed's name or in the name of his designee.

5) Plaza Extra Name

The Master will conduct and supervise a closed auction wherein the Partners alone will be allowed to bid to purchase the trade name "Plaza Extra." The prevailing Partner at the auction shall receive the right to the exclusive use of the name "Plaza Extra," to the exclusion of all others, including the other Partner, who shall be forever barred from using the name "Plaza Extra" in connection with operation of any business in the U.S. Virgin Islands.

The auction shall take no more than one day and will be conducted in a manner that will not cause any delay in implementing this Plan or any disruption in the business operations of any Plaza Extra store. The Partners may discuss and jointly or individually propose the format and procedures for the auction, subject however to the Master's sole determination.

Section 9. Steps to Be Taken for the Orderly Liquidation of the Partnership

This Plan is conditioned upon the ability of Hamed and Yusuf to use the 50% interest of each in Available Cash and Encumbered Cash to purchase the non-liquid Partnership Assets. While the bid-in process may continue, actual payment of the funds shall be subject to approval of the Master, the Court and, to the extent necessary, the District Court.

Step 1: Budget for Wind Up Efforts

The Wind Up Budget for the Wind Up Expenses is attached hereto as **Exhibit A**. Such expenses include but are not limited to, those incurred in the liquidation process, costs for the continued operations of Plaza Extra Stores during the wind up, costs for the professional services of the Master, costs relating to pending litigation in which Plaza Extra and/or United *d/b/a* Plaza Extra Stores is named as a party, and the rent to be paid to the landlords of Plaza Extra-East and Plaza Extra-Tutu Park.

funds remaining in the Claim Reserve Account. Thereafter, the Master shall make a report and recommendation for distribution to the Court for its final determination. Nothing herein shall prevent the Partners from agreeing to distribution of Partnership Assets between them rather than liquidating Partnership Assets by sale and distributing proceeds of such sale(s).

Step 7: Additional Measures to Be Taken

- a) Should the funds deposited into the Liquidating Expenses Account prove to be insufficient, the Master shall transfer from the Claims Reserve Account sufficient funds required to complete the wind up and liquidation of the Partnership, determined in the Master's discretion.
- b) All funds realized from the sale of the non-cash Partnership Assets shall be deposited into the Claims Reserve Account under the exclusive control of the Master.
- c) All bank accounts utilized in the operation of the Partnership business shall be consolidated into the Claims Reserve Account.
- d) All brokerage and investment accounts set forth in **Exhibit D** shall be turned over to the Master as part of the Claims Reserve Account.
- e) Any Partnership Assets remaining after the completion of the liquidation process shall be divided equally between Hamed and Yusuf under the supervision of the Master.

Section 10. INDEX OF EXHIBITS

- Exhibit A: Wind Up Budget
- Exhibit B: Plaza Extra Supermarkets Balance Sheet
- Exhibit C: Pending Litigation Against United
- Exhibit D: List of Brokerage and Investment Accounts

DONE AND SO ORDERED this 7 day of January, 2015.


DOUGLAS A. BRADY, JUDGE

ATTEST:
ESTRELLA GEORGE
Acting Clerk of the Court

By: 
Court Clerk Supervisor

CERTIFIED TO BE A TRUE COPY
This 9th day of Jan 2015

CLERK OF THE COURT

By:  Court Clerk 11

1/7/15

Step 2: Setting Aside Reserves

The sum of Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) shall be set aside in a Liquidating Expenses Account to cover the Wind Up Expenses as set out in the Wind Up Budget with a small surplus to cover any miscellaneous or extraordinary Wind Up Expenses that may occur at the conclusion of the liquidation process. Such Account shall be held in trust by the Liquidating Partner under the supervision of the Master. All disbursements shall be subject to prior approval by the Master. The Liquidating Partner shall submit to Hamed and the Master each month a reconciliation of actual expenditures against the projected expenses set forth in Exhibit A. Unless the Partners agree or the Master orders otherwise, the Liquidating Partner shall not exceed the funds deposited in the Liquidated Expenses Account.

Step 3: Continued Employment of Employees

Yusuf and Hamed, and their respective successors, shall attempt to keep all employees of the Plaza Extra Stores fully employed, not including members of the Hamed and Yusuf families. Although approval of this plan should avoid any need to comply with the provisions of the Virgin Islands Plant Closing Act ("PCA"), to the extent necessary, Yusuf and Hamed, and their respective successors, shall comply with the PCA for any affected employees of the Plaza Extra Stores as a result of the winding up and closure of the Partnership business. Any severance payments due to the employees determined in accordance with the PCA shall be paid by the Master out of the Claims Reserve Account.

Step 4: Liquidation of Partnership Assets

The Liquidating Partner shall promptly confer with the Master and Hamed to inventory all non-Plaza Extra Stores Partnership assets, and to agree to and implement a plan to liquidate such assets, which shall result in the maximum recoverable payment to the Partnership. All previous Partnership accountings are deemed preliminary. Hamed's accountant shall be allowed to view all partnership accounting information from January 2012 to present and to submit his findings to the Master. The Liquidating Partner is ordered to submit an updated balance sheet to Hamed and to the Master without delay.

Step 5: Other Pending Litigation

The pending litigation against United, set forth in **Exhibit C**, arises out of the operation of the Plaza Extra Stores. As part of the wind up of the Partnership, the Liquidating Partner shall undertake to resolve those claims in Exhibit C, and to the extent any claims arise in the future relating to the operation of a Plaza Extra Store during the liquidation process, within the available insurance coverage for such claims. Any litigation expenses not covered by the insurance shall be charged against the Claims Reserve Account.

Step 6: Distribution Plan

Upon conclusion of the Liquidation Process, the funds remaining in the Liquidation Expenses Account, if any, shall be deposited into the Claims Reserve Account. Within forty-five (45) days after the Liquidating Partner completes the liquidation of the Partnership Assets, Hamed and Yusuf shall each submit to the Master a proposed accounting and distribution plan for the

EXHIBIT A

Pizza Extra Supermarkets
Liquidation Budget

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Operating Expenses	23,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0.00
Advertising & Promotion	250.00	250.00	250.00	200.00	200.00	0.00
Auto Expenses	0.00	0.00	0.00	0.00	0.00	0.00
Bad Debts Expense	5,000.00	5,000.00	5,000.00	4,000.00	3,000.00	10,000.00
Bank Charges	1,000.00	800.00	600.00	400.00	200.00	2,000.00
Cash Short (Over)	500.00	0.00	0.00	0.00	0.00	0.00
Charitable Contributions	3,000.00	2,500.00	2,000.00	1,500.00	1,000.00	0.00
Computer Supplies & Expense	5,000.00	3,000.00	2,000.00	1,000.00	500.00	500.00
Contract Labor Expense	18,500.00	18,500.00	18,500.00	18,500.00	18,500.00	18,500.00
Depreciation Expense	23,000.00	23,000.00	23,000.00	23,000.00	20,000.00	13,000.00
Insurance - Emp Health	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00
Insurance - Gen Liability	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
Insurance - Property	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	0.00
Insurance - Worker Comp	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Professional Fees	65,000.00	60,000.00	50,000.00	40,000.00	30,000.00	5,000.00
Merchant Fees - MAC/Vis/Amex	2,000.00	2,000.00	2,000.00	1,000.00	750.00	500.00
Merchant Fees - Telebank	500.00	500.00	500.00	500.00	0.00	0.00
NSF Checks Expense	5,000.00	4,000.00	3,000.00	2,000.00	1,000.00	0.00
Office Supplies & Expense	500.00	500.00	500.00	500.00	500.00	500.00
Postage & Overnight Delivery	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
Rent Expense - 10th Park	99,000.00	99,000.00	99,000.00	99,000.00	99,000.00	99,000.00
Repairs & Maintenance Expense	40,000.00	30,000.00	20,000.00	10,000.00	2,000.00	0.00
Security Expense	6,000.00	5,000.00	4,000.00	3,000.00	2,000.00	0.00
Security Expense	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Court Appointed Master	367,000.00	245,000.00	163,000.00	82,000.00	41,000.00	0.00
Taxes - Buror Receipts	78,000.00	65,000.00	59,000.00	46,000.00	34,000.00	5,000.00
Taxes - Buror FICA & Medicare	6,000.00	5,000.00	4,000.00	3,000.00	2,000.00	1,000.00
Taxes - Buror FUTA Expense	10,000.00	9,000.00	8,000.00	6,000.00	4,000.00	1,000.00
Taxes - Buror VI Unemp	300.00	500.00	500.00	500.00	500.00	0.00
Taxes - Licenses	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	0.00
Taxes - Property	4,000.00	4,000.00	4,000.00	4,000.00	3,000.00	2,000.00
Telephone Expense	7,000.00	7,000.00	7,000.00	5,000.00	5,000.00	1,000.00
Trash Removal	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Travel & Hotels Expense	425,000.00	425,000.00	425,000.00	425,000.00	375,000.00	300,000.00
Utilities - Electric	2,500.00	2,500.00	2,500.00	2,500.00	500.00	500.00
Utilities - Gas & Diesel	3,000.00	3,000.00	2,000.00	1,000.00	500.00	500.00
Utilities - Water	27,500.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Wages - Liquidating Partner	27,500.00	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
Wages - Other Salaries	185,000.00	176,000.00	176,000.00	150,000.00	150,000.00	150,000.00
Wages - Managers	831,000.00	665,000.00	600,000.00	450,000.00	300,000.00	150,000.00
Wages - Other						
Total Operating Expenses	2,967,250.00	2,023,550.00	1,843,850.00	1,540,600.00	1,256,650.00	793,000.00
Cumulative Total	2,967,250.00	4,390,800.00	6,234,650.00	7,775,250.00	9,031,900.00	9,824,900.00

*This proposed budget is without prejudice to United Corporation's claim for increased rent effective January 1, 2012.

Forecast

EXHIBIT B

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

	<u>Current Period</u>	<u>Last Year End</u>
ASSETS		
Current Assets		
10000 Cash - Petty	\$ 31,726.00	\$ 31,726.00
10100 Cash - Registers	33,870.00	33,870.00
10200 Cash - Safe	146,520.20	168,220.20
10300 Cash in Bank - Operating	(2,212,795.52)	(970,814.23)
10350 Cash in Bank - Payroll	15,712.17	15,693.98
10400 Cash in Bank - CC Deposit	1,096,301.95	932,533.54
10500 Cash in Bank - Telecheck	7,967,789.80	7,703,852.94
10900 Cash Clearing - Transfers	0.00	106,910.23
11000 Accounts Receivable - Trade	57,323.37	43,129.55
12000 Inventory	9,553,982.57	9,553,982.57
13100 Prepaid Insurance	226,946.88	278,216.83
13300 Due from Cashiers - Shortages	0.00	(2,719.72)
13400 Due from Employees - Loans	60,638.60	73,497.47
14000 Due from (to) Yusuf	(117,644.33)	(117,644.33)
14100 Due from (to) Plaza East	(458,954.70)	(550,471.77)
14300 Due from (to) Plaza West	405,655.79	476,080.46
14400 Due from (to) Plaza STT	53,298.91	53,298.91
14500 Due from (to) Shopping Ctr	67,251.73	65,688.31
15100 Marketable Securities - BPPR	37,767,429.03	37,767,429.03
15150 Unrealized (Gain) Loss - BPPR	(2,324,369.86)	(2,324,369.86)
15200 Marketable Securities - ML	336,378.45	336,378.45
	52,707,061.04	53,674,488.56
Total Current Assets		
Property and Equipment		
16000 Buildings	3,478,103.00	3,478,103.00
16100 Leasehold Improvements	4,214,919.00	4,214,919.00
16200 Fixtures & Store Equipment	7,377,032.21	7,377,032.21
16400 Security Equipment	304,241.60	304,241.60
16500 Vehicles & Transport Equipment	57,050.50	57,050.50
16900 Accum Depreciation	(10,695,527.03)	(10,677,827.03)
	4,735,819.28	4,753,519.28
Total Property and Equipment		
Other Assets		
17000 Land	330,000.00	330,000.00
19000 Deposits	57,963.40	57,963.40
19200 Due from (to) Peter's Farm	1,527,708.00	1,527,708.00
19300 Due from (to) Plessen	5,109,018.00	5,109,018.00
19400 Due from (to) Sixteen Plus	87,004.26	87,004.26
	7,111,693.66	7,111,693.66
Total Other Assets		
	\$ 64,554,573.98	\$ 65,539,701.50
Total Assets		

Unaudited - For Management Purposes Only

Plaza Extra Supermarkets
Balance Sheet
As of January 31, 2014 and Last Year End

	<u>Current Period</u>	<u>Last Year End</u>
LIABILITIES AND CAPITAL		
Current Liabilities		
20000 Accounts Payable - Trade	\$ 3,269,786.86	\$ 5,026,839.62
21000 VI Income Tax W/H & Payable	24,521.07	47,944.73
21100 FICA / Medicare Payable	20,449.67	29,520.57
21200 Accrued FUTA Payable	2,765.34	3,544.84
21300 Accrued VI Unemp Tax Payable	7,989.20	40,429.11
21500 Garnishments W/H & Payable	1,174.50	541.98
21700 AFLAC W/H & Payable	2,489.84	2,489.84
21800 CIGNA W/H & Payable	21,715.29	(73,907.68)
21900 MASA W/H & Payable	694.41	1,205.41
23000 Accrued Expenses Due United	5,442,894.19	5,383,894.19
23100 Accrued Gross Rcpts Tx Payable	411,786.49	303,485.32
25000 Deferred Income	0.00	(804.56)
	<hr/>	<hr/>
Total Current Liabilities	9,206,266.86	10,765,183.37
Long-Term Liabilities		
	<hr/>	<hr/>
Total Long-Term Liabilities	0.00	0.00
	<hr/>	<hr/>
Total Liabilities	9,206,266.86	10,765,183.37
Capital		
33000 Dividend Distrib's (Ptr Draws)	0.00	(8,486,132.00)
39000 Retained Earnings	54,774,518.13	61,840,197.87
Net Income	573,788.99	1,420,452.26
	<hr/>	<hr/>
Total Capital	55,348,307.12	54,774,518.13
	<hr/>	<hr/>
Total Liabilities & Capital	<u>\$ 64,554,573.98</u>	<u>\$ 65,539,701.50</u>

Unaudited - For Management Purposes Only

EXHIBIT C

EXHIBIT C**PENDING LITIGATION AGAINST UNITED**

MATTER	STATUS/CASE NUMBER
1. Carol Daniel v. United Corporation d/b/a Plaza Extra	No suit filed
2. Edwards, Sonia v. United Corporation d/b/a Extra	No suit filed
3. Fell, Isaline v. United Corporation d/b/a Plaza Extra	
4. Harley, George v. United Corporation d/b/a Plaza Extra	No suit filed
5. Harris v. United Corporation d/b/a Plaza Extra	No suit filed
6. Hartzog, Amanda individually and as Next of Friend of Jahmil Perez, a minor v. United Corporation d/b/a Plaza Extra	Case No. 95/2004 Superior Court of the Virgin Islands Division of St. Croix
7. Issac, Laverne v. United Corporation d/b/a Plaza Extra	Superior Court of the Virgin Islands Division of St. Thomas and St. John
8. Javois, Kyshama and Ferdinand Javois as parents of Kai Javois, a minor v. United Corporation	No suit filed
9. Melendez, Carlos, Jr. v. V.I. Asphalt Products Corporation (VIAPCO) and Mike Yusuf	
10. Philip, Nelda P. v. United Corporation d/b/a Plaza Extra	
11. Samuel, Velma v. United Corporation d/b/a Plaza Extra	Case No. ST-12-CV-457 Superior Court of the Virgin Islands Division of St. Thomas and St. John
12. Santiago, Jacqueline v. United Corporation d/b/a Plaza Extra	Superior Court of the Virgin Islands Division of St. Croix

MATTER	STATUS/CASE NUMBER
13. Santiago, Jacqueline v. United Corporation d/b/a Plaza Extra (DOL Appeal Case)	Superior Court of the Virgin Islands Division of St. Croix
14. United Corporation d/b/a Plaza Extra v. Tutu Park Limited (Light Poles)	Civil No. 97/1997 District Court of the St. Thomas and St. John
15. United Corporation d/b/a Plaza Extra v. Tutu Park Limited and P.I.D. Inc.	Civil No. 361/2001 Superior Court of the Virgin Island Division of St. Thomas and St. John
16. Williams, Edith v. United Corporation d/b/a Plaza Extra	Case No. 478/2000 Territorial Court, Division of St. Croix

EXHIBIT D

Exhibit D

LIST OF BROKERAGE AND INVESTMENT ACCOUNTS

1. Popular Securities Accounts United Corp. d/b/a Plaza Extra
(Denoted on Exhibit B - Balance Sheet as #15100)

Value as of 12/31/13: \$37,767,429.06

2. Merrill Lynch Cash Reserve Account
(Denoted on Exhibit B - Balance Sheet as #15200)

Value as of 12/31/13: \$336,378.45

5/1/15

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

MOHAMMED 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.)

15 MAY -1 A 8 :25

Case No. SX-12-CV-370

Action for Damages,
Injunctive Relief and
Declaratory Relief

**MASTER'S ORDER REGARDING TRANSFER OF OWNERSHIP OF
PLAZA EXTRA TUTU PARK, ST. THOMAS**

WHEREAS, on September 18, 2014, the undersigned, Honorable Edgar D. Ross (the "Master"), was appointed by the Court to serve as Judicial Master in the above-captioned civil action to direct and oversee the winding up of the Hamed-Yusuf Partnership *also known as* the Plaza Extra Partnership;

WHEREAS, on January 9, 2015, the Court issued its Order Adopting Final Wind Up Plan ("Wind Up Order") providing, inter alia, for the sale of the business known as Plaza Extra Tutu Park, St. Thomas, to wit, the leasehold interests, the inventory, equipment, all leasehold improvements not a part of the real property, \$50,000.00 cash, all existing rights and obligations to the pending litigations with the landlord in the Superior Court of the Virgin Islands, Division of St. Thomas and St. John, Civ. No ST-01-CV-361 and Civ. No. ST-97-997 (the Tutu Park Litigation), the obligation to reimburse the non-prevailing partner \$220,000.00 for costs and

attorneys fees attributable to the Tutu Park Litigation, and the obligation to obtain releases or otherwise remove any continuing or further leasehold obligations and guarantees of the Partnership or the non-prevailing partner, and the trade name Plaza Tutu Park;

Whereas, the bid auction was conducted as ordered by the Court and Hamed was the successful purchaser;

WHEREAS, Hamed has fully complied with and satisfied the foregoing directive of the Wind Up Order such that as of 12:01 AM on May 1, 2015, Hamed will lawfully has sole right, title, interest, ownership and control of the business known as Plaza Extra Tutu Park, St. Thomas to the exclusion of all other persons and entities that may have previously been involved in the operation of Plaza Extra Tutu Park, St. Thomas;

WHEREAS, the Court and Master have been informed that Hamed's rights, privileges and powers regarding Plaza Extra Tutu Park will be exercised by KAC357, Inc., a duly formed and existing Virgin Islands corporation ("KAC357"), using the trade name "Plaza Extra Tutu Park";

WHEREAS, Plaza Extra Tutu Park, St. Thomas is authorized by the United States Department of Agriculture ("USDA") to accept and transact payments through the USDA Supplemental Nutrition Assistance Program ("SNAP");

WHEREAS, Plaza Extra Tutu Park, St. Thomas is a SNAP superstore, does substantial SNAP transactions and is located in an area of high SNAP participant need;

WHEREAS, Plaza Extra Tutu Park, St. Thomas participates in the Virgin Islands Department of Health Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC") and accepts WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra Tutu Park, St. Thomas is located in super site area and significant hardship would ensue to the communities surrounding Plaza Extra Tutu Park, St. Thomas in the event that Plaza Extra Tutu Park was unable to serve the public and/or accept and transact SNAP payments, WIC checks and WIC Cash Value Checks;

WHEREAS, Plaza Extra Tutu Park, St. Thomas employs a significant number of St. Thomas residents who depend on their jobs at Plaza Extra Tutu Park for their livelihoods and to support their families;

WHEREAS, it is essential that ownership, control and operation of Plaza Extra Tutu Park, St. Thomas be transferred in a smooth and efficient manner in order to prevent interruption or cessation of services to the communities surrounding Plaza Extra Tutu Park and prevent employment interruption; and

WHEREAS, it is therefore necessary (i) that all governmental agencies, persons and businesses doing business with Plaza Extra Tutu Park, St. Thomas act with all deliberate speed to recognize, document and act in accordance with the directives of the Wind Up Order and this Order and (ii) that certain bank accounts remain open to act as trust accounts to hold monies for the benefit of Plaza Extra Tutu Park, St. Thomas for no more than thirty (30) days from May 1, 2015.

The bottom of the page features several handwritten signatures and initials in black ink. From left to right, there is a large, stylized signature, a set of initials that appear to be 'R' and 'D', another large signature, and a final signature on the far right.

NOW THEREFORE, THE MASTER HERBY DECLARES AS FOLLOWS:

A. Recognition of Hameds Full and Sole Ownership of Plaza Extra Tutu Park, St. Thomas

1. Hamed as of 12:01AM, May 1, 2015 has lawfully and rightfully assumed full and sole ownership and control of Plaza Extra Tutu Park, St. Thomas and may continue to operate Plaza Extra Tutu Park without any further involvement of any other person or entity, using the trade name "Plaza Extra Tutu Park."

2. All persons, entities and governmental agencies are hereby directed to recognize KAC357 the operator of Plaza Extra Tutu Park through KAC357, Inc. and to, assist in this transition to the fullest extent permitted by law and regulation with all matters related to preparation and issuance of documentation necessary to reflect KAC357's operation of Plaza Extra Tutu Park.

B. SNAP (Food Stamps) and WIC

3. With regard to USDA Food and Consumer Service Food Stamp Program Permit Number 3417662, all persons, entities and agencies presented with this Order are hereby informed that, consistent with the Wind Up Order and this Order, Nejah Yusuf and Fathi Yusuf have disassociated from Plaza Extra Tutu Park, St. Thomas and it is now fully operated by KAC357, with Waleed ("Wally") Hamed as President and Waheed ("Willie") Hamed as Vice-President

4. With regard to WIC Vendor Agreement dated October 31, 2012, regarding "Plaza Extra" with ID number 66-0391237, all persons, entities and agencies presented with this Order are hereby informed that, consistent with the Wind Up Order and this Order, Nejah Yusuf has disassociated from Plaza Extra Tutu Park. To the extent necessary and in accordance with all

applicable law and regulation, a new WIC Vendor Agreement may be executed by Plaza Extra Tutu Park, acting by and through Waleed (“Wally”) Hamed as President, and the Virgin Islands Department of Health.

5. With regard to vendor relations, the sales and vendor records for the Plaza Extra Tutu Park, St. Thomas store shall forthwith be made available to Hamed or his Designee to insure continuity and avoid disruption in the business operations.

C. Bank Accounts to Remain Open During Transition as Trust Accounts

6. In order to provide for a smooth transition of ownership and to provide time for the preparation and issuance of documentation necessary to memorialize KAC357’s operation of Plaza Extra Tutu Park, the two bank accounts (the “Bank Accounts”) designated as follows:

- a. BANCO POPULAR CREDIT CARD ACCOUNT
No. 192026143
- b. SCOTIA TELECHECK ACCOUNT
No. 044-553566719058-600929218

shall be handled as follows:

(1) All deposits into these Bank Accounts arising from transactions prior to 11:59 PM on April 30, 2015, shall belong to the partnership and shall be turned over to the Master and the Liquidating Partner to be deposited into the Partnership Claim Reserve Account.

(2) All deposits into these Bank Accounts arising from transactions after 12:01 AM on May 1, 2015, shall belong to Hamed or his assignee, KAC357, Inc., and are thereafter declared to be held in trust for Hamed or his assignee, KAC357, Inc. Thereafter, no person or entity other than (i) Waleed (“Wally”) Hamed; (ii) Waheed (“Willie”) Hamed; (iii) Mufeed (“Mafi”) Hamed; and/or (iv) Hisham (“Shawn”) Hamed, is or shall be permitted to withdraw any Plaza Extra Tutu Park, St. Thomas Funds from either of the Bank Accounts.

(3) The parties shall cooperate with requests for execution and completion of all required forms, signature cards and other documentation necessary to affect the directives hereof concerning the Bank Accounts.

D. Business License and Permits

7. All governmental agencies, including but not limited to the Virgin Islands Department of Health, Fire Service, Bureau of Internal Revenue, Department of Labor and Department of Licensing and Consumer Affairs are requested to act with all deliberate speed in connection with any required inspection(s) or diligence necessary to approve and permit KAC357 to operate Plaza Extra and shall, upon satisfaction of all such inspections and diligence, forthwith issue any and all permits, licenses or permissions necessary for KAC357 to operate and exercise full operational control of Plaza Extra Tutu Park, St. Thomas.

E. Further Information

8. Any and all persons having questions or concerns regarding this Order shall contact **Mark W. Eckard, Esquire, at 340.514.2690**, who shall, upon receipt of any questions or concerns regarding this Order, (i) forthwith inform the Master of all such questions or concerns and (ii) respond to all such questions or concerns as directed by the Master.

Dated: April 30, 2015 By: Edgar D. Ross
HONORABLE EDGAR D. ROSS
Judicial Master

ATTEST:

CLERK OF COURT
[Signature]
COURT CLERK
5/4/15

CERTIFIED TO BE A TRUE COPY
This 4th day of May 20 15

CLERK OF THE COURT
By [Signature] Court Clerk II

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

WALEED HAMED, as the Executor of)
the Estate of MOHAMMAD HAMED,)
)
Plaintiff/Counterclaim Deft.,)
)
vs.) Case No. SX-2012-CV-370
)
FATHI YUSUF and UNITED)
CORPORATION,)
)
Defendants/Counterclaimants,)
)
vs.)
)
WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED, and)
PLESSEN ENTERPRISES, INC.,)
)
Counterclaim Defendants.)
WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)
)
Plaintiff,)
)
vs.) Consolidated with
) Case No. SX-2014-CV-287
)
UNITED CORPORATION,)
)
Defendant.)
WALEED HAMED, as Executor of the)
Estate of MOHAMMAD HAMED,)
)
Plaintiff,)
)
vs.) Consolidated with
) Case No. SX-2014-CV-278
)
FATHI YUSUF,)
)
Defendant.)

VIDEOTAPED ORAL DEPOSITION OF
NAJEH YUSUF

THE VIDEOTAPED ORAL DEPOSITION OF NAJEH YUSUF

was taken on the 22nd day of January, 2019, at the Offices of Joel H. Holt, 2132 Company Street, Downstairs Conference Room, Christiansted, St. Croix, U.S. Virgin Islands, between the hours of 12:24 p.m. and 1:30 p.m., pursuant to Notice and Federal Rules of Civil Procedure.

Reported by:

Susan C. Nissman RPR-RMR
Registered Merit Reporter
Caribbean Scribes, Inc.
2132 Company Street, Suite 3
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8161

APPEARANCES**A-P-P-E-A-R-A-N-C-E-S****For the Plaintiff:**

Law Offices of
Carl Hartmann, III
5000 Estate Coakley Bay, L-6
Christiansted, St. Croix
U.S. Virgin Islands 00820

By: Carl Hartmann, III
Kimberly Japinga

For the Defendants:

Law Offices of
Dudley, Topper & Feuerzeig
P.O. Box 756
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00804

By: Charlotte Perrell

Also Present: Fathi Yusuf and Maher Yusuf
Hisham, Mufeed, and Waleed Hamed
Michael Gelardi, Videographer

INDEX**E-X-A-M-I-N-A-T-I-O-N**

Description	Counsel	Page
Direct	by Mr. Hartmann	5
Cross	by Ms. Perrell	54
Redirect	by Mr. Hartmann	59

E-X-H-I-B-I-T-S

(None Marked.)

NAJEH YUSUF -- DIRECT

1 Q. Okay.

2 A. -- who did I sell merchandise to a month before.

3 Q. Did you sell it to anybody outside the normal

4 Plaza --

5 A. No.

6 Q. -- Extra experience?

7 A. No.

8 Q. Okay. And at the time of that sale, and the time

9 the stores were splitting up, did you have a Plaza Extra

10 credit card?

11 A. At the time of the sale, if I had a Plaza Extra

12 credit card? Yes.

13 Q. Okay. And did you make any personal charges to

14 that card?

15 A. It was a Plaza Extra credit card that I believe my

16 dad is listed as the -- the primary or the -- the one

17 responsible for it as, you know, when you open a business

18 account. So that credit card, it could have had -- yes, it

19 could have had some personal stuff on there that was paid

20 off.

21 Q. Okay. And -- and when you say it "was paid off,"

22 you mean you paid for the personal stuff?

23 A. Yeah.

24 Q. Okay. So if I have a -- if I have a credit card

25 payment receipt that shows that -- in fact, that Plaza Extra

NAJEH YUSUF -- DIRECT

1 paid off that -- that card --

2 **A.** It was used both ways.

3 **Q.** Right.

4 **A.** Towards the end when we -- when we closed, or if I
5 did it -- if I used that credit card and I'm away, it's a
6 business expense, I use it. If -- if I used it for --
7 because it was in my dad's name and I believe Plaza Extra or

8 United, I can't remember how it was registered, but if I
9 used it for whatever reason it was, if I used it for
10 personal, I paid it. It was paid off with my funds.

11 Now, if Plaza --

12 **Q.** Okay.

13 **A.** Sometimes there were times if I charged something
14 on that card for Plaza, then it would be paid off by -- by
15 Plaza, by Plaza Extra funds.

16 **Q.** I guess what I'm asking is this: Do you remember
17 there being a final credit card payment of about \$50,000 due
18 and that you were asked to pay some of it for personal
19 expenses and you refused to pay that?

20 **A.** \$50,000 --

21 **Q.** Yeah.

22 **A.** -- on what, the credit card?

23 **Q.** On that credit card?

24 **A.** I can't remember unless I see what it is.

25 **Q.** Okay. And have -- do you -- do you still have the

NAJEH YUSUF -- DIRECT

1 credit card receipts from that account? Or would they be at
2 the corporation?

3 **A.** It's been -- it's been -- you'll have to subpoena
4 the corporation for it. Or most of the documents -- and the
5 mail was coming in, at that time, to Plaza Extra St. Thomas.

6 **Q.** Okay. And if you had paid off the credit card,
7 let's say you had personal charges on it, okay? And if you
8 paid off that -- the personal charges on the credit card,
9 how would you have done that? Would you have paid it
10 directly to the credit card company or would you have paid a
11 reimbursement to Plaza Extra Supermarkets?

12 **A.** If it was used for Plaza, I would mainly take the
13 payments and pay it from Plaza to the credit card so that I
14 don't have to go back and audit anything from my personal
15 account. So if I paid a vendor with the credit card, I
16 would have Plaza cut a check to the credit card company.
17 That is typically how I did it.

18 **Q.** Okay. And -- and if you personally had, let's say
19 one day you were hungry and you went out and bought a
20 package of HoHos down at the 7-11 and -- and you had a \$2
21 charge for the HoHos and wanted to pay off -- you didn't
22 want Plaza Extra to pay the \$2 for the HoHos, would you
23 have -- would you have written a check to Plaza Extra for
24 that \$2 or would you have written that check to -- to the
25 credit card company?

NAJEH YUSUF -- DIRECT

1 **A.** First of all, if it's \$2 or whatever it is and I'm
2 not doing Plaza Extra work, --

3 **Q.** Uh-huh.

4 **A.** -- then I wouldn't charge it on the credit card.
5 That's something I would charge -- I have other credit cards
6 that I use.

7 **Q.** Okay. So you never made personal charges to the
8 Plaza Extra credit card?

9 **A.** I said that earlier I did.

10 **Q.** You did?

11 **A.** Right. I -- I paid and I paid it back with my
12 funds, yeah.

13 **Q.** That's what I'm asking.

14 When you say, "I paid it back with my funds,"
15 how did you do that?

16 **A.** By check from my account.

17 **Q.** Okay. So there would be a check from your account
18 into the Plaza Extra account for whatever was your personal
19 charges?

20 **A.** Right.

21 **Q.** Okay. That's all.

22 And -- and do you know which bank that check
23 would have been written on?

24 **A.** I don't know. I had Scotia. But I had -- I had
25 Banco Popular mainly, probably. Yeah, Banco Popular.

NAJEH YUSUF -- REDIRECT

1 said sign it, I signed it.

2 **Q.** Okay. But you wouldn't have signed it if your
3 father didn't say it was okay to sign it, right?

4 **A.** All of the aspects of a business transaction like
5 that, my dad and the Hameds were aware of it.

6 **MR. HARTMANN:** Okay. That's it.

7 **MS. PERRELL:** I have no questions on that
8 topic.

9 **THE VIDEOGRAPHER:** Okay. This is the --

10 **MR. HARTMANN:** Oh, one thing.

11 Pursuant to a stipulation of the parties, the
12 examination of this witness is only for the purpose of
13 specific items that were set forth on Exhibit 1, the topics
14 of the notice of deposition. By agreement of counsel and
15 the Court, it's been stipulated that this will be adjourned
16 rather than dismissed to a further time for the rest of the
17 topics.

18 **THE VIDEOGRAPHER:** This deposition will be
19 adjourned. The time is 1:30.

20

21

22 (Whereupon the deposition concluded

23 at 1:30 p.m.)

24

25

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

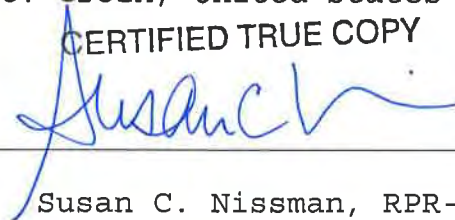
I, SUSAN C. NISSMAN, a Registered Merit Reporter and Notary Public for the U.S. Virgin Islands, Christiansted, St. Croix, do hereby certify that the above and named witness, **NAJEH YUSUF**, was first duly sworn to testify the truth; that said witness did thereupon testify as is set forth; that the answers of said witness to the oral interrogatories propounded by counsel were taken by me in stenotype and thereafter reduced to typewriting under my personal direction and supervision.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as such Registered Merit Reporter on this the 8th day of February, 2019, at Christiansted, St. Croix, United States Virgin Islands.

CERTIFIED TRUE COPY



My Commission Expires:
July 18, 2019

Susan C. Nissman, RPR-RMR
NP-70-15