

**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 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.

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

**ACTION FOR DECLARATORY
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

Case No.: SX-2014-CV-278

**ACTION FOR DEBT AND
CONVERSION**

JURY TRIAL DEMANDED

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.

**HAMED'S THIRD REQUESTS TO ADMIT PURSUANT TO THE CLAIMS
DISCOVERY PLAN OF 1/29/2018, NOS. 7-29 OF 50 AS TO**

Y-3: INTEREST ON BAY RENT ALREADY AWARDED
Y-4: INTEREST ON BAYS 5 & 8
Y-5: REIMBURSE UNITED'S GROSS RECEIPT TAXES,
H-150 AND H-160: UNITED'S GROSS RECEIPT TAXES,
H-152: UNITED'S CORPORATE FRANCHISE TAX AND ANNUAL FEES AND
H-153: UNITED'S PROPERTY INSURANCE
H-15: NEJEH YUSUF'S CASH WITHDRAWALS FROM SAFE
H-16: NEJEH YUSUF'S USE OF PARTNERSHIP RESOURCES ON STT
H-22: NEJEH YUSUF REMOVED PROPERTY BELONGING TO KAC 357, INC.
H-26: INVENTORY MOVED FROM WEST TO EAST AFTER INVENTORY
H-27: BJ'S WHOLESALE CLUB VENDOR CREDIT
H-30: KAC357, INC. PAYMENT OF PARTNERSHIP AT&T INVOICES
H-31: POINT OF SALE TRANSACTIONS
H-32: NO CREDIT FOR EXPIRED (SPOILED) INVENTORY
H-35: KAC357, INC.'S AMERICAN EXPRESS PAYMENTS DEPOSITED
H-39: STT TUTU GIFT CERTIFICATES
H-40: APPROXIMATELY \$18 MILLION IN 2013 "PURGED" TRANSACTIONS
H-142: HALF ACRE IN ESTATE TUTU
H-146: IMBALANCE IN CREDIT CARD POINTS
H-147: VENDOR REBATES
H-148: EXCESSIVE TRAVEL AND ENTERTAINMENT EXPENSES
H-163: LOSS OF ASSETS DUE TO WRONGFUL DISSOLUTION

Request to Admit 7 of 50:

Admit or Deny that when Hamed sued Yusuf, on or about September 17, 2012, "to establish Hamed's rights under his partnership" and "*enjoining the defendants from interfering with Hamed's partnership rights*, including enjoining Yusuf from interfering with the operations of the three Plaza Extra supermarkets" that any prior or then existing voluntary consent by Hamed -- for Fathi Yusuf to *unilaterally* act for the Partnership or for the benefit of United Corporation using Partnership funds -- ended.

Response:

Request to Admit 8 of 50:

Request to admit number 8 of 50 relates to Claim Y-3 – as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Interest on Bay 1 Rent Already Awarded by the Court on 4/27/2015.”

Admit or Deny that there was no written agreement between Hamed and Yusuf effective after September 17, 2012, (the date that Hamed sued Yusuf) that the Partnership would pay interest on Bay 1.

Response:

Request to Admit 9 of 50:

Request to admit number 9 of 50 relates to Claim Y-4 – as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master as “Interest on Bays 5 & 8.”

Admit or Deny that there was no written agreement between Hamed and Yusuf after the date that Hamed sued Yusuf in 2012 that the Partnership would pay rent on Bays 5 & 8.

Response:

Request to Admit 10 of 50:

Request to admit number 10 of 50 as described in Hamed’s November 16, 2017 Motion for a Hearing Before Special Master relates to Claim Y-5 as “Reimburse United for Gross Receipt Taxes,” Claim H-150 (old Claim No. 3002a) “United Shopping Center’s gross receipt taxes,” H-152 (old Claim No. 3008a) “United’s corporate franchise tax and annual franchise fees,” H-153 (old Claim No. 3009a) “Partnership funds used to pay United Shopping Center’s property insurance” and H-160 (old Claim No. Exhibit A-H) “United Shopping Center’s gross receipt taxes.”

With regard to Yusuf Claim Y-5 and Hamed Claims H-150, H-152, H-153 and H-160, Admit or Deny that there was no written agreement effective after September 17, 2012, between Hamed and Yusuf (*i.e.* after the date that Hamed sued Yusuf in 2012 for breach

of the Partnership) that the Partnership would continue to pay United's separate gross receipt taxes, franchise taxes, annual franchise fees and property insurance.

Response:

Request to Admit 11 of 50:

Request to admit number 11 of 50 relates to Claim H-15 (old Claim No. 242) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Nejeh Yusuf's cash withdrawals from safe."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state the dates and amounts of Nejeh Yusuf's cash withdrawals from the large safe in the cash room of the Plaza Extra-STT supermarket.

Response:

Request to Admit 12 of 50:

Request to admit number 12 of 50 relates to Claim H-16 (old Claim No. 253) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Nejeh Yusuf's use of Partnership resources for his Private Business on STT."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state what Partnership resources (and the value of the Partnership resources) such as a compressor, shipping containers, personnel and trucks that Nejeh Yusuf used for his personal businesses.

Response:

Request to Admit 13 of 50:

Request to admit number 13 of 50 relates to Claim H-22 (old Claim No. 290) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Nejeh Yusuf removed property belonging to KAC 357, Inc."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state what property (and the value of the property) Nejeh Yusuf removed after the sale of the St. Thomas Plaza Extra store to KAC357 Inc. without paying for.

Response:

Request to Admit 14 of 50:

Request to admit number 14 of 50 relates to Claim H-26 (old Claim No. 316) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Inventory moved from Plaza West to East after official inventory."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state what inventory (and the value of that inventory) was moved from Plaza West to Plaza East shortly before the stores were transferred on March 9, 2015.

Response:

Request to Admit 15 of 50:

Request to admit number 15 of 50 relates to Claim H-27 (old Claim No. 319) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "BJ's Wholesale Club vendor credit."

Admit or Deny that the BJ Wholesale Club vendor credit of \$5,632.57 applied to Mike Yusuf s personal credit card was not returned to the Partnership.

Response:

Request to Admit 16 of 50:

Request to admit number 16 of 50 relates to Claim H-30 (old Claim No. 333) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "KAC357, Inc. payment of Partnership AT&T invoices."

Admit or Deny that the Partnership did not reimburse KAC357, Inc. for two AT&T invoices in the name of Plaza Extra Supermarket, totaling \$755.76 it paid, as reflected in Exhibits 333-a and 333-b, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

Response:

Request to Admit 17 of 50:

Request to admit number 17 of 50 relates to Claim H-31 (old Claim No. 334) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Point of Sale transactions (purchases on account)."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now state the detailed basis of point of sale transactions made by the Yusufs in each of the Plaza Extra supermarkets and then voided on the electronic journal, resulting in the Partnership, not the Yusufs, paying for the goods.

Response:

Request to Admit 18 of 50:

Request to admit number 18 of 50 relates to Claim H-32 (old Claim No. 335) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "No credit for expired (spoiled) inventory discovered at Plaza Extra West."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state the amount and value of spoiled and expired inventory the Hameds discovered after the final inventory was complete and the transfer of the Plaza Extra West store had occurred.

Response:

Request to Admit 19 of 50:

Request to admit number 19 of 50 relates to Claim H-35 (old Claim No. 343) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "KAC357, Inc.'s American Express payments deposited to Partnership account."

Admit or Deny that the Partnership did not reimburse KAC357, Inc. for American Express payments belonging to KAC357, Inc. but, instead, deposited into the Partnership Banco Popular account, as reflected in Exhibits 343, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

Response:

Request to Admit 20 of 50:

Request to admit number 20 of 50 relates to Claim H-39 (old Claim No. 358) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "STT Tutu gift certificates."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now determine whether 143 of the gift certificates that

were purchased prior to the sale and separation and were redeemed at Plaza Extra-STT after the split were reimbursed to KAC357, Inc., as reflected in Exhibits 358, Exhibits to the JVZ Engagement Report, dated September 28, 2016.

Response:

Request to Admit 21 of 50:

Request to admit number 21 of 50 relates to Claim H-40 (old Claim No. 360) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Approximately \$18 million in "purged" (*i.e.*, missing) transactions in 2013."

Admit or deny that not **all** of the original 2013 bookkeeping transactions that were in the computer accounting system are in the Sage 50 2013 transactions provided to Hamed.

Response:

Request to Admit 22 of 50:

Request to admit number 22 of 50 relates to Claim H-142 (old Claim No. 490) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Half acre in Estate Tutu."

Admit or Deny that the Partnership (or Hamed and Yusuf) did provide the funds for the purchase of this land referenced in Claim H-142, "Half acre in Estate Tutu," by using income from the Plaza Extra stores.

Response:

Request to Admit 23 of 50:

Request to admit number 23 of 50 relates to Claim H-146 (old Claim No. 3007) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Imbalance in credit card points."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state with specificity what credit card points were earned by paying for purchases/expenses incurred on behalf of the Partnership on the personal credit cards of the Hameds and Yusufs, and thus, whether these points were split evenly between the Partners.

Response:

Request to Admit 24 of 50:

Request to admit number 24 of 50 relates to Claim H-147 (old Claim No. 3010) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Vendor rebates."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state with specificity what v were earned by vendor rebates -- paying for purchases/expenses incurred on behalf of the Partnership on the personal credit cards of the Hameds and Yusufs, and thus, whether these vendor rebates were split evenly between the Partners.

Response:

Request to Admit 25 of 50:

Request to admit number 25 of 50 relates to Claim H-148 (old Claim No. 3011) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Excessive travel and entertainment expenses."

Admit or Deny that the Partnership's management and accountant did not keep adequate records to allow the Partnership to now calculate and state exactly to where and for what business purpose the travel and entertainment charges appearing in the books of the Partnership were made.

Response:

Request to Admit 26 of 50:

Request to admit number 26 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or Deny that Yusuf initially denied the Partnership existed, but later explicitly admitted it did exist and requested that the Partnership be dissolved.

Response:

Request to Admit 27 of 50:

Request to admit number 27 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or Deny that at the time in 2012 when Yusuf unilaterally removed \$2.7 million from a bank account to which Hamed had access, there was a Partnership between Hamed and Yusuf as to the funds in that account and that Yusuf asserted that there was no such Partnership.

Response:

Request to Admit 28 of 50:

Request to admit number 28 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or Deny that Yusuf did cut off Hamed's access and control as to some of the Partnership bank accounts at some point within the period from January 2013 to March 2013.

Response:

Request to Admit 29 of 50:

Request to admit number 29 of 50 relates to Claim H-163 (old Claim No. Exhibit A-M) as described in Hamed's November 16, 2017 Motion for a Hearing Before Special Master as "Loss of assets due to wrongful dissolution – attorney's fees."

Admit or deny that Yusuf did make unilateral decisions to spend Partnership funds during the period from January to March 2013 and did spend those funds in a manner that Hamed or Hamed's counsel disagreed with in writing.

Response:

Dated: February 21, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of February, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

Hon. Edgar Ross
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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

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

