

**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.

AS TO
H-1: REIMBURSEMENT FOR SALE OF THE DORTHEA CONDO
H-144: \$900,000 ESTIMATED TAX PAYMENT
FOR UNITED CORPORATION SHAREHOLDERS
Y-2: RENT FOR BAYS 5 & 8
Y-10: PAST PSHIP WITHDRAWALS – RECEIPTS
Y-11: LIFESTYLE ANALYSIS
Y-14: HALF OF VALUE OF SIX CONTAINERS

RFPDs 19 of 50:

Request for the Production of Documents, 19 of 50, relates to H-1 (old Claim No. 201): "Reimbursement for sale of the Dorthea condo."

With respect to H-1, please provide all documents relating to the payments received by Fathi Yusuf for the purchase of the Y & S Corporation 1000 shares, including, but not limited to, documents indicating the dates the payments were made to Fathi Yusuf and bank records showing the deposits of the payments made to Fathi Yusuf and any disbursements to the actual shareholders by Fathi Yusuf:

2. In consideration of the transfer of its 1000 shares of Y & S Corporation, Inc., Buyer agrees to pay to seller's nominee, Mr. Fathi Yusef of 9-C Princess Hill, St. Croix the sum of Nine Hundred Thousand (\$900,000.00) Dollars.
3. Price: The amount due and payable hereunder shall be paid over a period of four (4) years in four equal yearly installments, of Two Hundred and Twenty-Five Thousand (\$225,000.00) Dollars. The first installment shall become due on January 15, 2001, and the remaining installments shall become due on January 15, 2002, January 15, 2003, and January 15, 2004.
4. Interest: The installments due hereunder shall accrue interest on the outstanding balance at a rate of twelve percent (12 %) per annum until the entire balance is paid in full. Payment of interest is waived provided payment of each installment due is made within 30 days of the due date for such installment. In the event that an installment is late, the interest payable or accruable to the date of the late payment shall be paid to the IQRA School in St. Croix, United States Virgin Islands. Further, in the event of default, as default is defined hereunder, all interest accruable under this agreement shall be payable to the IQRA School. (See, HAMD601620- HAMD601624 at pp. HAMD601620-21)

Response:

RFPDs 20 of 50:

Request for the Production of Documents, 20 of 50, relates to H-144 (old Claim No. 492): "\$900,000 Estimated tax payment for United Corporation shareholders."

With respect to H-144, an estimated tax payment in April 2013 using Partnership funds was made for United Corporation shareholders. Please provide all documents related to this expenditure, including but not limited to: any written agreements that Partnership funds would be used in this manner, tax returns for each United shareholder documenting any such payments, as well as any documentation showing that the Hameds' taxes for the same time period were paid by the Partnership.

Response:

RFPDs 21 of 50:

Request for the Production of Documents, 21 of 50, relates to Y-2: "Rent for Bays 5 & 8."

With respect to Y-2, please provide all documents demonstrating a written agreement that Hamed or the Partnership agreed to pay rent for Bays 5 & 8, including any documents establishing the amount of rent, a signed lease agreement and any prior payments of rent on Bays 5 & 8. Include but do not limit this to any writings after Hamed brought suit in September of 2012, that would show any such consent or agreement continued after that suit.

Response:

RFPDs 22 of 50:

Request for the Production of Documents, 22 of 50, relates to Y-10, "Past Pship Withdrawals – Receipts."

With respect to Y-10, please provide all documents demonstrating a reconciliation of the Plaza Extra West and St. Thomas stores receipts occurring at the same time as the Plaza Extra East reconciliation, as referenced as "[a]mount owed by Hamed family to Yusuf as per agreement before raid Sept 2001. As per Mike's testimony these tickets were burned ([r]efer to Letter dated August 15, 2012)" in the revised BDO Exhibit J-2, attached to Yusuf's Amended Accounting Claims Limited to Transactions Occurring On or After September 17, 2001, filed on October 30, 2017.

Response:

RFPDs 23 of 50:

Request for the Production of Documents, 23 of 50, relates to Y-10, "Past Pship Withdrawals – Receipts."

With respect to Y-10, please provide all documents substantiating the alleged \$237,352.75 in "[w]ithdrawals from the partnership with a signed ticket/receipt" by Waleed Hamed, as referenced on the revised BDO Exhibit J-2, titled "Summary calculation of Additional Income as a result of withdrawals from Supermarkets' accounts (or partnership's accounts) - January 1994 to August 2014. (Including adjustments for withdrawals before 9/17/2006 as instructed by the Court)," attached to Yusuf's Amended Accounting Claims Limited to Transactions Occurring On or After September 17, 2001, filed on October 30, 2017.

Response:

RFPDs 24 of 50:

Request for the Production of Documents, 24 of 50, relates to Y-10, "Past Pship Withdrawals – Receipts."

With respect to Y-10, please provide all documents substantiating the alleged \$20,311.00 in "[p]ayments to third parties on behalf of Hamed/Yusuf with partnership funds either with tickets or checks" by Waleed Hamed, as referenced on the revised BDO Exhibit J-2, titled "Summary calculation of Additional Income as a result of withdrawals from Supermarkets' accounts (or partnership's accounts) - January 1994 to August 2014. (Including adjustments for withdrawals before 9/17/2006 as instructed by the Court)," attached to Yusuf's Amended Accounting Claims Limited to Transactions Occurring On or After September 17, 2001, filed on October 30, 2017.

Response:

RFPDs 25 of 50:

Request for the Production of Documents, 25 of 50, relates to Y-10, "Past Pship Withdrawals – Receipts."

With respect to Y-10, please provide all documents substantiating the alleged \$1,778,103.00 in the "[a]mount owed by Hamed family to Yusuf as per agreement before raid Sept 2001. As per Mike's testimony these tickets were burned ([r]efer to Letter dated August 15, 2012)" by Waleed Hamed, as referenced on the revised BDO Exhibit J-2, titled "Summary calculation of Additional Income as a result of withdrawals from Supermarkets' accounts (or partnership's accounts) - January 1994 to August 2014. (Including adjustments for withdrawals before 9/17/2006 as instructed by the Court)," attached to Yusuf's Amended Accounting Claims Limited to Transactions Occurring On or After September 17, 2001, filed on October 30, 2017.

Response:

RFPDs 26 of 50:

Request for the Production of Documents, 26 of 50, relates to Y-11, "Lifestyle Analysis."

With respect to Y-11, please provide all bank account statements documenting deposits, all brokerage and retirement accounts documenting deposits and all credit card statements in the names of Fathi, Maher, Nejeh and Yusuf Yusuf (individually and any combination of joint accounts between them and all joint accounts with their spouses), from September 17, 2006 to September 30, 2016. Include but do not limit this to:

- All bank account statements documenting deposits or withdrawals
- All brokerage and retirement account statements documenting deposits or withdrawals
- All credit card statements

Response:

RFPDs 27 of 50:

Request for the Production of Documents, 26 of 50, relates to Y-14, "Half of Value of Six Containers."

With respect to Y-14, please provide all documents substantiating your claim, including the itemized pricing and contents of the six containers.

Response:

Dated: February 25, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of February, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

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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).

