

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. )

CIVIL NO. SX-12-CV-370

ACTION FOR INJUNCTIVE  
RELIEF, DECLARATORY  
JUDGMENT, AND  
PARTNERSHIP DISSOLUTION,  
WIND UP, AND ACCOUNTING

WALEED HAMED, WAHEED HAMED, )  
MUFEED HAMED, HISHAM HAMED, and )  
PLESSEN ENTERPRISES, INC., )

Additional Counterclaim Defendants. )

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. )

CIVIL NO. ST-17-CV-384

ACTION TO SET ASIDE  
FRAUDULENT TRANSFERS

THE ESTATE OF MOHAMMAD HAMED, )  
Waleed Hamed as Executor of the Estate of )  
Mohammad Hamed, and )  
THE MOHAMMAD A. HAMED LIVING TRUST, )

Defendants. )

DUDLEY, TOPPER  
AND FEUERZEIG, LLP

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

**RESPONSES TO HAMED'S SEVENTH INTERROGATORIES PER THE CLAIM  
DISCOVERY PLAN OF 1/29/2018 NOS. 42-48 OF 50**

Defendant/Counterclaimants Fathi Yusuf ("Yusuf") and United Corporation ("United")(collectively, the "Defendants") through their attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provide their Responses to Hamed's Seventh Set of Interrogatories per the Claims Discovery Plan of 1/29/2018, Nos. 42-48 of 50.

**GENERAL OBJECTIONS**

Defendants make the following general objections to the Interrogatories. These general objections apply to all or many of the Interrogatories, thus, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Request to Admit. The assertion of the same, similar, or additional objections in the individual responses to the Interrogatories, or the failure to assert any additional objections to a discovery request does not waive any of Defendants' objections as set forth below:

(1) Defendants object to these Interrogatories to the extent they may impose obligations different from or in addition to those required under the Virgin Islands Rules of Civil Procedure.

(2) Defendants object to these Interrogatories to the extent that they use the words "any" and "all" as being overly broad, unduly burdensome, immaterial, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence.

(3) Defendants object to these Interrogatories to the extent they seek information which is protected by the attorney-client privilege or work-product doctrine, including information prepared in anticipation of litigation, or for trial, by or on behalf of Defendants or

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade  
P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

relating to mental impressions, conclusions, opinions, or legal theories of their attorneys or representatives, or any other applicable privilege or doctrine under federal or territorial statutory, constitutional or common law. Defendants' answers shall not include any information protected by such privileges or doctrine, and documents or information inadvertently produced which includes such privileged information shall not be deemed a waiver by Defendants of such privilege or doctrine.

(4) Defendants object to these Interrogatories to the extent that they seek information and documents concerning any matter that is irrelevant to the claims or defenses of any party to this action, and not reasonably calculated to lead to the discovery of admissible evidence.

(5) Defendants object to these Interrogatories to the extent that they use terms or phrases that are vague, ambiguous, or undefined. Defendants' response to such request will be based upon their understanding of the request.

(6) Defendants object to these Interrogatories to the extent they seek documents or information not in the possession, custody or control of Defendants, on the grounds that it would subject them to undue burden, oppression and expense, and impose obligations not required by the Virgin Islands Rules of Civil Procedure.

(7) Defendants have not completed either their discovery or preparation for trial of this matter. Accordingly, Defendants' responses to these Interrogatories are made without prejudice to their right to make any use of, or proffer at any hearing or at trial evidence later discovered, and are based only upon information presently available. If any additional, non-privileged, responsive information is discovered, these Interrogatories will be supplemented to the extent that supplementation may be required by the Virgin Islands Rules of Civil Procedure.

(8) Defendants object to these Interrogatories to the extent that they are compound and not a single Request. Hence, these Interrogatories should be counted as more than a single Request such that when all of the subparts are included together with other Interrogatories they exceed the 50 Interrogatories allowed in the Joint Discovery and Scheduling Plan ("JDSP").

Pursuant to the stipulated *Joint Discovery Plan*, as ordered by the Special Master on January 29, 2018, Hamed propounds the following Seventh Claims interrogatories numbered 42-48, relating to Yusuf claims:

- Y-06** Black Book Balance Owed United
- Y-07** Ledger Balance Owed United
- Y-09** Unreimbursed Transfers
- Y-10** Past Partnership Withdrawals – Receipts

More particularly, they relate to the attached **Exhibit A** – an excerpt of the videotaped Deposition of Maher Yusuf (with referenced exhibits) taken under oath in this action; on April 3, 2014. Respondent signing the verification attached hereto is asked to review the attached deposition testimony and the referenced exhibits as being the true and correct testimony under oath of Maher Yusuf and United Corporation in this action.

## RESPONSES TO INTERROGATORIES

### Interrogatory 42 of 50:

Beginning at page 54 and running through this deposition testimony there is reference to \$1.6 million ("the \$1.6 million") that Yusuf/United assert is owed to either United or Yusuf by the Hameds as set forth in Maher Yusuf Deposition Exhibit 144 (attached to **Exhibit A**), Bate numbered HAMD200103, dated August 15<sup>th</sup>, 2012. Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to whom (or what entity) the amounts are owed, witnesses, what stores or business operations that \$1.6 million relates to and, in full and similar levels of detail, which stores or business operations it does not relate to. Include but do not limit this to a discussion of all underlying documents used for the calculations and the calculations at to which amounts are ascribable to which stores.

### Response:

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objection, Defendants submit that the factual details and evidentiary support in response to this Interrogatory are set forth in the various transcript testimony of which Hamed is well aware as well as in Defendants' Response to Hamed's Motion as to Hamed Claim H-2: \$2,704,786.25 Taken in 2012 by Yusuf filed on January 16, 2018 ("Yusuf's Brief"). Defendants incorporate herein by reference as if fully set forth herein verbatim such testimony and Yusuf's Brief with attachments as responsive to this Interrogatory.

**Interrogatory 43 of 50:**

Keeping in mind that Maher Yusuf's testimony, most clearly at page 67-68, is that some of the receipts that were added to "calculate" \$1.6 million figure were intentionally destroyed by Maher Yusuf and others in anticipation of an FBI raid.

Deposition Transcript Excerpt [given the length same was not reproduced herein].

Explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to who (or what entity) the amounts are owed, witnesses, whether amounts that might have been due to Hamed at that exact same point in time, from the other stores, were included in this \$1.6 million calculation. Include, but do not limit this to how the \$1.6 million due for East is an accurate accounting of the total amount Hamed owed (or was owed) at that time or how admitting that \$1.6 million owed with regard to that one, East store is an admission to the **full amount** either way at that time -- further explaining his testimony at 69-70:

Deposition Transcript Excerpt [given the length same was not reproduced herein].

**Response:**

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the

maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, Defendants incorporate by reference their response to Interrogatory No. 42 as his response to this Interrogatory No. 43.

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

**Interrogatory 44 of 50:**

Keeping in mind that Maher Yusuf was testifying for United (as its President) in this deposition (it is captioned "30(B)(6) OF UNITED CORP. – MAHER "MIKE" YUSUF) and that Maher Yusuf's testimony, most clearly at pages 73-75, is that the receipts that were added to "calculate" \$1.6 million figure and it the Black Books and ledgers were **not** between Hamed and united, but **rather** between the Hameds and the Yusufs – correcting amounts in the supermarket partnership, not with United.

Deposition Transcript Excerpt [given the length same was not reproduced herein].

explain in detail, including reference to the phrases "these were **not** adjustments for United Corporation" but were "partnership reconciliations", any applicable documents dates, conversations, to whom (or what entity) the amounts are owed, witnesses, to what person or entity United and Mike Yusuf as its President understand the claims against Hamed were owed on April 3, 2014 and it, how and why that has since changed.

**Response:**

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**

1000 Frederiksberg Gade

P.O. Box 756

St. Thomas, U.S. V.I. 00804-0756

(340) 774-4422

**Interrogatory 45 of 50:**

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at page 57-58:

Deposition Transcript Excerpt [given the length same was not reproduced herein].

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to who (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently--where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

**Response:**

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.



**Interrogatory 46 of 50:**

Similarly, Maher Yusuf testified that the ledger excerpts sent in regard to this case were not the full set of all such ledgers, most clearly at pages 57-58:

Deposition Transcript Excerpt [given the length, same was not reproduced herein].

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to who (or what entity) the amounts are owed, witnesses, how many total ledger books existed at different times in the Partnership at each location, more particularly in 2001 prior to the FBI-raid, on September 17, 2006 and presently--where they are and how it can be determined that they are complete with regard to the amounts that Fathi Yusuf "pulled" as that term is used here by Maher Yusuf?

**Response:**

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections to this Interrogatory, which duplicated the preceding interrogatory, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

**Interrogatory 47 of 50:**

Similarly, Maher Yusuf testified that the ledger entries referenced in regard to this case were sometimes made in ledgers, but also sometimes made in "receipts" and that many of those receipts were destroyed prior to the FBI raid in 2001, most clearly at page 58-63.

**Deposition Transcript** [given the length, same was not reproduced herein].

explain in detail, including (but not limited to) reference to any applicable documents, dates, conversations, to who (or what entity) the amounts are owed, witnesses, how it is possible to have a complete accounting of the ledgers when some transactions were included in ledgers, but others in receipts ("there would have **either** been an entry in a ledger, or a receipt") and some of those ledgers or receipts were intentionally destroyed?

**Response:**

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Without waiving any objections, to the extent that this Interrogatory seeks information relating to the \$1.6 million Hamed conceded was owed to the Yusufs with regard to the Plaza Extra East store, Defendants incorporate by reference their response to Interrogatory No. 42 as if fully set forth herein verbatim.

**Interrogatory 48 of 50:**

Please describe Joint Defense agreement (“JDA”) in United States of America v United Corp., Et al., VI D.C.t. 2005-cr-015 referenced in the Declaration of Gordon C. Rhea, Esq., on March 2, 2017 (**EXHIBIT B**). In your description, please include, but not limited to, what defendants were covered, what attorneys were paid under the agreement, the terms of how payment should be made to the defendants’ attorneys, how those payments were made, by whom the payments were made, when the payments were made, expert fees and expenses and the time period the JDA was in effect. Also describe how litigation decisions were made, who had conversations with attorneys directing their activities and which Defendants chose what would be stated in pleadings. (The response to this may be filed under seal if Yusuf asserts privilege or confidentiality, however, Hamed waives any such privilege or confidentiality.)

**Response**

Defendants object to this interrogatory as vague, ambiguous, and compound such that the total number of interrogatories together with their sub parts and other discovery exceeds the maximum allowable number of interrogatories under the JDSP and violates both the spirit and the terms of the JDSP limiting the number of interrogatory questions.

Defendants further object to this Interrogatory because they do not currently possess a fully executed version of the JDA to compare with their unexecuted version.

Without waiving any objections to this Interrogatory, Defendants state that the JDA is a document prepared by Attorney Rhea, counsel for Waleed Hamed, which speaks for itself and does not address the payment of attorneys.

**DUDLEY, TOPPER AND FEUERZEIG, LLP**

**DATED:** May 15<sup>th</sup>, 2018

By: 

**CHARLOTTE K. PERRELL**

(V.I. Bar #1281)

Law House

1000 Frederiksberg Gade - P.O. Box 756

St. Thomas, VI 00804-0756

Telephone: (340) 715-4422

Facsimile: (340) 715-4400

E-Mail: [cperrell@dtflaw.com](mailto:cperrell@dtflaw.com)

*Attorneys for Fathi Yusuf and United Corporation*

**CERTIFICATE OF SERVICE**

It is hereby certified that on this 15<sup>th</sup> day of May, 2018, I caused the foregoing a true and exact copy of the foregoing **RESPONSE TO HAMED'S SEVENTH INTERROGATORIES PER THE CLAIMS DISCOVERY PLAN OF 1/29/2018, NOS. 42-48** to be served upon the following via Case Anywhere docketing system:

Joel H. Holt, Esq.  
**LAW OFFICES OF JOEL H. HOLT**  
2132 Company, V.I. 00820  
Email: [joelholtpc@gmail.com](mailto:joelholtpc@gmail.com)

Carl Hartmann, III, Esq.  
5000 Estate Coakley Bay, #L-6  
Christiansted, VI 00820  
Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)

Mark W. Eckard, Esq.  
**HAMM & ECKARD, LLP**  
5030 Anchor Way – Suite 13  
Christiansted, St. Croix  
U.S. Virgin Islands 00820-4692  
E-Mail: [mark@markeckard.com](mailto:mark@markeckard.com)

Jeffrey B.C. Moorhead, Esq.  
C.R.T. Building  
1132 King Street  
Christiansted, St. Croix  
U.S. Virgin Islands 00820  
E-Mail: [jeffreynlaw@yahoo.com](mailto:jeffreynlaw@yahoo.com)

**DUDLEY, TOPPER  
AND FEUERZEIG, LLP**  
1000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, U.S. V.I. 00804-0756  
(340) 774-4422

