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| **WALEED HAMED**,as the Executor of the Estate of MOHAMMAD HAMED, | **Case No.: SX-2012-CV-370** |
| *Plaintiff/Counterclaim Defendant*, |  |
| vs.  **FATHI YUSUF** and **UNITED CORPORATION** | **ACTION FOR DAMAGES, INJUNCTIVE RELIEF AND DECLARATORY RELIEF** |
|  |  |
| *Defendants and Counterclaimants*.  vs.  **WALEED HAMED, WAHEED** **HAMED, MUFEED HAMED, HISHAM HAMED,** **and PLESSEN ENTERPRISES, INC.**,  *Counterclaim Defendants*, | JURY TRIAL DEMANDED |
|  | Consolidated with |
| **WALEED HAMED**,as the Executor of the Estate of MOHAMMAD HAMED, *Plaintiff,*  vs. | **Case No.: SX-2014-CV-287** |
| **UNITED CORPORATION,** *Defendant.* |  |
| *­­­­­­*­­  **WALEED HAMED**,as the Executor of the Estate of MOHAMMAD HAMED, *Plaintiff*    vs.    **FATHI YUSUF**, *Defendant.* | Consolidated with  **Case No.: SX-2014-CV-278** |
| *­­­­­*­­  **FATHI YUSUF**, *Plaintiff*,  vs.  **MOHAMMAD A. HAMED TRUST***, et al,*  *Defendants.* | Consolidated with  **Case No.: ST-17-CV-384** |
| *­­­­­*­­  **KAC357 Inc.**, *Plaintiff*,  vs.  **HAMED/YUSUF PARTNERSHIP,**  *Defendant.* | Consolidated with  **Case No.: ST-18-CV-219** |
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**HAMED STATEMENT OF FACTS AS TO HAMED REVISED CLAIM H-2 –**

**YUSUF’S $2.78 MILLION UNILATERAL WITHDRAWAL FROM THE PARTNERSHIP’S BANK ACCOUNT**

**STATEMENT OF FACTS**

1. On August 15, 2012, a check to the United Corporation in the amount of $2,784,706.25 was written on the United Corporation D/B/A Plaza Extra Scotiabank account. The check was signed by Maher Yusuf and Fathi Yusuf. (**Exhibit 1**)
2. After the deposit of the $2.78 million check had already occurred, Fathi Yusuf had a letter dated August 15, 2012 addressed to Mohammad Hamed hand delivered to Hamed’s son, Waleed Hamed on August 16, 2012. Yusuf’s letter stated that he was unilaterally withdrawing $2,784,706.25 from the Plaza Extra Supermarkets Partnership operating account -- effective August 15, 2012. He identified three items explaining the withdrawal: past confirmed withdrawals ($1.6 million), additional withdrawals ($1.095 million) and two foreign bank accounts ($89,000).

The amount of $2,784,706.25 will be withdrawn from United's Operating account effective August 12th, 2012: This amount equals the proceeds you previously withdrew through your agent Waleed Hamed. To ensure full accuracy, attached are the receipts you requested during mediation demonstrating the $1,095,381,75 of withdrawals. The below itemized amounts are not in dispute.

Past Confirmed Withdrawals…………………………...……….$1,600,000.00

Additional Withdrawals per the attached requested receipts..$1,095,381.75

Fifty Percent (50%) of St. Maarten Bank Account…………….….$44,355.50

Fifty Percent (50%) of Cairo Amman Bank………………………..$44,696.00 (**Exhibits 2 and 21**)

1. On August 16, 2012, Waleed Hamed sent a letter to Fathi Yusuf stating that the withdrawal of $2,784,706.25 was not agreed to by the Hamed family because no full Partnership accounting was done to indicate the offsets due to the Hamed family.

In response to your August 15th letter re "Notice of Withdrawal", these figures have not been agreed to. Indeed, there were no attachments as indicated and there are numerous other funds that have to be included in any such calculations before any disbursements can be made. For example, all withdrawal receipts have to be reviewed before any withdrawals are paid, no mention or indication of the amounts that the Yusuf family has previously withdrawn, By way of another example, the $800,000 plus due the Hamed family for the sale of the condo property [Dorothea] in St. Thomas would have to be included. In short, while these are just a few examples, no withdrawals will be issued until a full accounting is done and agreed to in writing. (**Exhibit 3**, HAMD200104)

1. On August 20, 2012, the $2,784,706.25 check written to the United Corporation and signed by Fathi and Maher Yusuf cleared the Scotiabank Partnership account. (**Exhibit 4**)
2. On August 22, 2012, Maher Yusuf sent a letter to Mohammad Hamed noting that Hamed did not dispute the validity of the amounts owing the United Corporation. Yusuf also requested that any other items Hamed felt were owed to him be put in writing.

Your response letter, through your agent Waleed Hamed, does not deny the validity of any amounts stated as owing to United Corporation. Your letter requests that an accounting be done for other matters, which is a separate issue. Please reduce to writing those other matters you contend are owed, and provide the supporting documentation. (**Exhibit 5**)

1. On August 25, 2012, Waleed Hamed sent an email to Fathi and Maher Yusuf stating that the Hamed family *did* dispute the United Corporation calculations for items owed by Hamed.

Your suggestion that the Hamed family agreed to your calculations of any sums due you is incorrect. The Hamed family disputes those calculations and insists on a full accounting.

Moreover, any unilateral withdrawal of funds by you would violate the Court's Order currently in place. It would also violate the agreement between our families. If you attempt to take any funds as threatened, we will instruct our counsel to advise the District Court Judge of this violation of its Order, as well as to take any other appropriate action he deems appropriate. (**Exhibit 6**)

1. On September 17, 2012, this action was filed because of: (1) Yusuf’s denial of ALL of Hamed’s partnership rights, and (2) Yusuf’s unilateral taking of $2.7 million from the Partnership. (**Exhibit 7**)
2. On October 4, 2012, Yusuf removed the action to the Federal District Court. (**Exhibit 8**)
3. On October 10, 2012, Yusuf filed his *Memorandum of Law in Support of Defendants’ Motion to Dismiss, Motion for a More Definite Statement, and Motion to Strike*, in *Hamed v Yusuf*, 1:12-CV-099 (D.V.I.). In his memorandum, Yusuf stated that no Partnership existed between him and Mohammad Hamed – and that Hamed’s sole interest in Plaza Extra Supermarket’s was his job as “a warehouse supervisor.”

**iii. No Joint Control and Joint Management**

Hamed’s sole job at the Plaza Extra Supermarket in Sion Farm was that of a warehouse supervisor. Plaintiff ceased working for United in 1996. **Exhibit B:** *Affidavit of Maher Yusuf* at ¶ 13. Hamed has never participated in a single management decision, nor ever risked any losses in the so called alleged “partnership” that Hamed now alleges to exist. **Exhibit A:** *Affidavit of Yusuf* at ¶ 6. Yet according to ¶5 of the Complaint, Hamed alleges that “in the mid-1980’s, Hamed and Yusuf formed a partnership to operate a grocery supermarket on the east side of St. Croix, named Plaza Extra, which was located in a shopping center **operated** by United.” Plaintiff’s Complaint is misleading and intentionally ambiguous. . . (**Exhibit 9**)

1. On November 16, 2012, the District Court remanded this action to this Court, stating, at 11, “Defendants have failed to establish that removal to the District Court of this partnership dispute between Virgin Islands residents is proper.” (**Exhibit 10**, p. 11)
2. On January 9, 2013, Fathi Yusuf called the police and demanded that the Hameds (Waleed “Wally” Hamed and Mufeed “Mafi” Hamed) and Wadda Charriez be removed from the Plaza Extra-East store as trespassers. He also threatened to close down the Plaza Extra-East store if the police did not do so. As Judge Brady recounted in his Finding of Facts in his April 25, 2013 Memorandum Opinion:

40. On January 8, 2013, Yusuf confronted and unilaterally terminated 15 year accounting employee Wadda Charriez for perceived irregularities relative to her timekeeping records of her hours of employment, threatening to report her stealing if she challenged the firing or sought unemployment benefits at Department of Labor, Tr. 181:20-185:16, Jan. 25, 2013. Charriez had a "very critical job" with Plaza Extra (Tr 179.:17-19, Jan. 25, 2013), and the independent accountant retained by Yusuf agreed that she was "a very good worker" and that her work was "excellent." Tr. 94:2-6, Jan. 31, 2013. Because the Hamed co-managers had not been consulted concerning the termination or shown any proof of the employee's improper activity, Mafeed Hamed instructed Charriez to return to work the following day. Tr. 179.:4 -24; 185:17-186:8, Jan. 25, 2013. On Charriez' January 9, 2013 return to work, Yusuf started screaming at her, and told her to leave or he would call the police. Tr. 186:9-187:1, Jan. 25, 2013. Yusuf did call police and demanded on their arrival that Charriez, and Mufeed Hamed and Waleed Hamed be removed from the store, and threatened to close the store. Tr. 93:5-94:15; 164:19-165:18; 187:5 -188:8, Jan. 25, 2013. (**Exhibit 11**, p. 11)

1. On January 25, 2013, in a hearing before Judge Brady, Maher Yusuf admitted that the $2.78 million was removed. (**Exhibit 12**, p. 246:1-4)
2. Maher Yusuf testified at that hearing before Judge Brady that he moved the $2,784,706.25 from a Plaza Extra United bank account to a United Corporate bank account *that the Hameds could not access*.

A [MAHER YUSUF] It didn't remove from the account. It was

removed from one United account and another United

account.

Q [MR. HOLT] And it was removed to an account that the Hamed

family does not have access to; isn't that correct?

A Yes. (**Exhibit 12**, p. 250:9-14)

1. Maher Yusuf also testified at that January 25, 2013 hearing that he used the $2,784,706.25 from a Plaza Extra United bank account *to purchase three properties* in the name of United Corporation, one in Frederiksted, West Airport Road and LaGrange.

Q [MR. HOLT] And the funds are still in the shopping center

account?

A [MAER YUSUF] No.

Q Where are they?

A I bought property with it.

\* \* \* \*

Q [MR. HOLT] Where have you bought property?

A [MAHER YUSUF] Frederiksted, West Airport Road and LaGrange.

\* \* \* \*

Q [MR. HOLT] [W]hat company took title to

these properties? Let's start with Frederiksted, what

company took title to that property?

A United Corporation.

Q And what company took title to the West Airport

Road?

A United Corporation.

Q And what company took title to the LaGrange

property?

A United Corporation.

Q So you purchased these parcels of land since you

transferred the money out?

A Yes. (**Exhibit 12**, pp. 250:15-19, 24-25; 251:1-13)

1. However, on January 31, 2013, Maher Yusuf was caught in a fabrication regarding where the money went. He admitted in a hearing before Judge Brady that, contrary to his prior testimony under oath, the three properties purchased in United’s name with the $2.78 million withdrawn from the Partnership accounts in August actually went to a non-partnership business deal of the Yusufs -- that he purchased one property, a mattress company, and other businesses with the Partnership funds. Maher Yusuf also admitted that the purchase of the mattress company and other businesses with Partnership funds was not in United Corporation d/b/a Plaza Extra’s name and therefore were in entities that were outside of the control of the Partnership and thus the Hameds.

Q [MR. HOLT] Are these deeds the deeds for the three

properties that you indicated 2.7 million was used to

purchase?

A [MAHER YUSUF] Yes.

\* \* \* \*

A [MR. HOLT] [Exhibit] Number 23 is the La Grange.

Q La Grange. And that's a property from the

Armstrong?

A [MAHER YUSUF] Yeah.

Q And what is the date of that deed?

A May 18.

Q 2012?

A 2012, yeah.

Q You see the recording on the side of May 25,

2012?

A Correct.

\* \* \* \*

A [MAHER YUSUF] Exhibit 22?

Q [MR. HOLT] What is the date of that deed?

\* \* \* \*

A [MAHER YUSUF] June 21, 2012.

Q [MR. HOLT] You see the recorder's stamp indicating it was

recorded on July 6, 2012?

A Correct.

Q. . . .And the last exhibit, Exhibit 24, what

is the date of that document?

A December 17, 2012.

Q And that's for the Enfield Green property near

the airport?

A Correct.

Q. . . .And these are the three properties that

you say that you used 2.7 million to purchase?

A Yes.

\* \* \* \*

Q [MR. HOLT]. . . .So you testified in front of this Court

last week that you used it to buy three pieces of

property?

A [MAHER YUSUF] Yes, I did.

Q You would agree now that that isn't true, is

it? You couldn't use it to purchase these three pieces

of property, could you?

A It was part of either one or two properties.

\* \* \* \*

Q. . . .So let's get back to the question.

What did you do with the 2.7 million that you removed,

that was removed from the Plaza Extra supermarket

account into the United account? What was it used for?

A Some properties and whatever else.

\* \* \* \*

Q [MR. HOLT] Have you used it to invest in other

businesses, like the mattress business or things like

that?

A [MAHER YUSUF] Yes, I did.

Q And were those businesses in the name of

United Corporation?

A No. (**Exhibit 13,** pp. 115:2-5; 116:9-19, 23-25; 117:2-14; 118:17-24; 119:10-14, 21-25; 120:1-2)

1. On January 31, 2013 in a hearing before Judge Brady, Waleed Hamed testified that prior to Yusuf’s withdrawal of $2,784,706.25, neither the Hameds nor the Yusufs ever withdrew funds from Partnership accounts without the prior agreement of both families.

Q [MR. HOLT] And prior to the withdrawal of the

2.7 million, can you tell me whether or not any member

of the Hamed or Yusuf family had ever withdrawn funds

that were not agreed to?

A [WALEED HAMED] No. (**Exhibit 13**, p.123:5-9)

1. On April 18, 2013, Attorney Joel Holt sent a letter to Banco Popular on behalf of Mohammad Hamed. In the letter, he stated that Mohammad Hamed had been removed as an authorized signor from the Plaza Extra Partnership accounts.

[I] learned today that the authorized signatures on the account were just changed without my knowledge or approval, even though it is undisputed that I am a partner in this business. Thus, unless these persons are placed back on the account, you are not authorized to release my 50% interest in any of those accounts, which include the following account numbers:

**St. Thomas Plaza Extra Store:**

Credit Card Acct: 1xxxxxxx Banco Popular

**St. Croix Plaza Extra - WEST**

Operating Acct: 19xxxxxx Banco Popular

Credit Card Acct: 19xxxxxx Banco Popular

**St. Croix Plaza Extra - EAST**

Operating Acct: 19xxxxxx Banco Popular

Credit Cart Acct: 19xxxxxx Banco Popular

Mohammad Hamed also has an interest in the securities accounts held by the bank as well, which are as follows:

**Popular Securities**

PSx-xxxx22

PSx-xxxx63

PSx-xxxx60

PSx-xxxx79

PSx-xxxx01

PSx-xxxx10

PSx-xxxx28

PSx-xxxx36 (**Exhibit 14**)

1. On April 23, 2013, Wally Hamed submitted a declaration in Plaintiff’s Motion to Supplement the Record, *Hamed v Yusuf*, SX-12-CV-370, noting that the Yusufs instructed the banks holding the Plaza Extra Partnership accounts to remove the Hamed family’s access to the accounts and to remove them as signatories to the accounts.

2. Despite telling this Court that the status quo will not change, late last week access to the supermarket accounts was denied to the Hamed family by the banks holding the supermarket accounts based on instructions from

the defendants.

3. The banks were also instructed that the names of the Hamed family members must be removed as account signatories on these accounts, which has now been done as well. (**Exhibit 15**)

1. On April 25, 2013, Judge Brady made the following Findings of Fact regarding the Yusuf withdrawal of $2,784,706.25 from the Plaza Extra Partnership account:

35. On or about August 15, 2012, Yusuf wrote a check signed by himself and his son Mahar Yusuf and made payment to United in the amount of $2,784,706.25 from a segregated Plaza Extra Supermarket operating account, despite written objection of Waleed Hamed on behalf of Plaintiff and the Hamed family… Tr. 246:1- 250:14, Jan. 25, 2013; PLGroup Ex. 13.

36. On the first hearing day, Mahar Yusuf, President of United Corporation testified under oath that he used the $2,784,706.25 withdrawn from the Plaza Extra operating account to buy three properties on St. Croix in the name of United. On the second hearing day, Mahar Yusuf contradicted his prior testimony and admitted that those withdrawn funds had actually been used to invest in businesses not owned by United, including a mattress business. . . Tr. 250:2-251:15, Jan. 25, 2013; Tr. 118:12-120: 2, Jan. 31, 2013. (**Exhibit 11**, p. 10)

1. On April 25, 2013, in his memorandum opinion, footnote 9 in Judge Brady’s opinion demonstrated three important points: 1) the $2.7 million in funds Maher Yusuf diverted from the Partnership went into an account that was inaccessible to Hamed, 2) a real concern exists that continuing diversions would not be traceable back to the Plaza Extra stores and 3) *the funds were clearly Partnership funds*, not Yusuf or United Corporation funds.

9 With regard to the August 2012 diversion of more than $2.7 million by Mahar Yusuf, president of United, to accounts inaccessible to Plaintiff, a real concern exists that continuing diversions will not be traceable as the Plaza Extra store have had no system of internal controls in existence and, to date accounting for the businesses is not completed beyond June 2012. (Testimony of accountant John Gaffney, Tr. 71:20-72:3; 75:11-21, Jan. 31, 2013.) As such, the amount of any monetary loss suffered by Plaintiff may not be capable of ascertainment. (**Exhibit 11**, p. 19)

1. On April 1, 2014, Mohammad Hamed testified under oath in his deposition that he did not agree Fathi Yusuf was entitled to withdraw the $2.78 million because Mohammad Hamed should have received half—his share as a Partner.

Q. (Mr. Hodges) Okay. In other words, you agree

that Mr. Yusuf was entitled to withdraw the $2.7 million,

approximately, that is identified?

\* \* \* \*

Q. (Mr. Hodges) Mr. Hamed, you agree with me that

the amounts set forth in this letter, Mr. Yusuf was entitled

to withdraw.

\* \* \* \*

THE INTERPRETER: No.

A. No.

Q. (Mr. Hodges) Why?

A. Because I have to have my share. He get half, and

I get half. Not to take two million and seven, not to

take -- (speaking in Arabic). How is a partner? I'm his

partner in the business. (**Exhibit 16**, p. 73:19-21; 74:6-8, 13-18)

1. On April 3, 2014, Maher Yusuf testified in his deposition that it was impossible to go from 1986 to April 4, 2014 and reconcile all of the receipts demonstrating cash withdrawals from the Plaza Extra stores made by the Hameds and the Yusufs because some of the receipts had been destroyed.

Q. [MR. HARTMANN]. . . .so for every transaction where

cash was removed from any of the safes, -

There were three safe rooms, one in each

store, is that correct?

A. [MAHER YUSUF] Yes.

Q. -- there would have either been an entry in a

ledger, or a receipt, is that correct?

A. Entry in a ledger, or a receipt?

Yes, yes.

\* \* \* \*

Q. [MR. HARTMANN]. . . .And to the best of your knowledge, all of

those receipts still exist today from 1986 on?

A. No.

Q. [MR. HARTMANN] . . . I asked you if I could go around

and collect all these receipts, add them up and find out how

much the Hameds took out, and how much the Yusufs. You said

yes.

And I said, So I should be able to do that

from the -- from back till now, and you said, no, there's a

problem. You said some might be in the possession of a

third party.

A. [MAHER YUSUF] Right.

Q. When I have those from the third party, will I

then be able to get that number?

A. To physically check every receipt by receipt?

\* \* \* \*

A. There's -- there's some receipt was destroyed by

Waleed Hamed, and some receipts were destroyed by me. . . . (**Exhibit 17**, pp. 61:21-25; 62:1-4, 20-22; 63:4-18)

1. On July 21, 2017, Judge Brady issued a Memorandum Opinion and Order re Limitations on Accounting in *Hamed v Yusuf*, SX-12-CV-370. He noted in his opinion that the partners and their sons 1) had unfettered access to large amounts of cash; 2) had deliberately kept that cash off the company books; and 3) had ample opportunity to secretly remove the cash, knowing that no partner, accountant or investigator would be able to ascertain the amount taken after the fact.

Evidence presented at the hearing [March 6-7, 2017] included testimony concerning a cash diversion scheme involving cashier's checks, conflicting testimony regarding the ledger and receipt system for keeping track of cash withdrawals at each partnership store, and testimony that records documenting the withdrawals had been destroyed.

Altogether, the allegations presented in the pleadings paint a clear picture of the partners' loose, "honor system" style accounting practices by which each partner and his sons freely and unilaterally withdrew partnership funds, either by check drawn upon partnership bank accounts or, apparently more often, by directly removing cash from store safes; the only apparent control being a general understanding between the partners that such withdrawals would be documented by hand-written receipts to be placed in the safe so that the partners, at some undetermined date, could reconcile their accounts if, and when, they deemed it appropriate. Additionally, evidence of record reveals one clear instance in which the partners, through their sons, deliberately destroyed a substantial amount of records evidencing such withdrawals, and further suggests a general pattern of negligent, if not willful, failure to record such withdrawals throughout the history of the partnership. At a bare minimum, the pleadings and record evidence establish that the partners and their sons had both unfettered access to large amounts of cash, deliberately kept off company books, and ample opportunity to secretly remove that cash, secure in the knowledge that no partner, accountant, or investigator would be able, after the fact, to ascertain the amount taken, as the total amount of cash kept in store safes was intentionally omitted from any record keeping.

\* \* \* \*

[B]oth partners were clearly aware, during the entire life of the partnership, of their mutual practice of making, either personally or through their sons, unilateral withdrawals of partnership funds documented by hand-written receipts and controlled only by the honor system. Additionally, by at least 2001 and likely before, Hamed and Yusuf were similarly aware that substantial monies deposited in the store safes were being deliberately kept off the partnership books, and that all involved acted without hesitation in destroying voluminous records of cash withdrawals thereby rendering any independently verifiable accounting or audit impossible.

\* \* \* \*

Thus, on the basis of the pleadings and evidence of record, it is clear that both Hamed and Yusuf, personally and through their sons as agents, had actual notice of the informal and imprecise nature of the accounting practices of the partnership since at least 1993, as well as actual notice of

the deliberate destruction of substantial accounting records in 2001. In turn, even if the partners were ignorant of any one withdrawal of partnership funds considered in isolation, they both had actual notice of the significant potential for abuse inherent in their chosen method of recordkeeping, and therefore constructive, if not actual, notice of the need to protect their respective partnership interests by action pursuant to 26 V.I.C. *§* 75(b).

\* \* \* \*

[Footnote 35]Yusuf has argued that certain §71(a) claims are effectively undisputed, and that "if it is undisputed that payments were made to a partner, even without authorization, then to exclude them from an accounting for that reason would be entirely arbitrary." First, it appears doubtful, based upon the record and the representations of the parties in this matter, that any claim submitted by either party would truly be undisputed. But, even if some claims were, in fact, undisputed, because of the great dearth of accurate records there exists such an element of chance in any attempt to reconstruct the partnership accounts that an accounting reaching back to the date of the last partnership true-up in 1993 would ultimately be no more complete, accurate, or fair, than an accounting reaching back only to 2006. (**Exhibi**t **18**, pp. 27, 29-30 and 33)

1. On May 15, 2018 in Yusuf’s Response to Hamed’s Fifth Request to Admit Pursuant to the Claims Discovery Plan of 1/29/18, No. 33-44 of 50, *Hamed v Yusuf*, SX-12-CV-370, Maher Yusuf admitted that the $1.6 million was a reconciliation of the Plaza Extra East store only and did not include a reconciliation of the other two stores.

**Request to Admit 43 of 50**

**Substantially the same as Yusuf RTA #22**. Admit that in 2014, Mike Yusuf acknowledged, under oath, that the $1.6 million Yusuf alleges is due to Yusuf as a result of the accounting true-up of only one operation at that time, and thus, did not show the full accounting at that time.

**Response:**

Admit. (**Exhibit 19**)

1. On July 12, 2018 in his Order, *Hamed v Yusuf*, SX-12-CV-370, Special Master Ross has determined that the appropriate standard for prejudgment interest is “the date Hamed demanded the $504,591.03 and Yusuf refused to return the money.” (**Exhibit** **20**, p. 9)
2. On January 21, 2019, Waleed Hamed confirmed in his deposition that Fathi Yusuf removed the $2,784,706.25 prior to sending his father, Mohammad Hamed, the August 15, 2012 letter identifying Yusuf’s reasons for the withdrawal.

Q. [MR. HARTMANN] Okay. At the time that the $2.7 million was

removed, there was -- Mr. Yusuf sent you a letter explaining

that he was going to be removing it, correct?

A. [WALEED HAMED] Yes.

Q.. . . .And so he didn't -- you didn't find out

about it by happening to check the bank account; Mr. Yusuf

brought you the letter and showed you that he was going to

be removing these funds, correct?

A. Yeah, he send me the letter, but he already

removed the funds.

\* \* \* \*

The funds were already moved after he sent the

letter. (**Exhibit 21**, pp. 27:23-25; 28:1-10)

**Dated:** February 25, 2019 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 25th day of February, 2019, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

**Hon. Edgar Ross**

Special Master

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