

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS/ST. JOHN**

UNITED CORPORATION,

Plaintiff,

v.

WALEED HAMED,
(a/k/a Wally Hamed),

Defendant.

Case No.: SX-13-CV-3

ACTION FOR DAMAGES

JURY TRIAL DEMANDED

**DEFENDANT WALEED HAMED'S
FIRST INTERROGATORIES TO PLAINTIFF UNITED**

Defendant Hamed, by undersigned counsel, propounds the following interrogatories pursuant to Rule 33 of the Federal Rules of Civil Procedure as well as Local Rule 22, as they have been made applicable to this Court, on the Plaintiff United.

If any of the following Interrogatories cannot be answered in full, please answer to the extent possible, specify the reason for your inability to answer the remainder and state whatever information or knowledge you have concerning the unanswered portion. Where your investigation is incomplete, give all information known as of the date of signing your answer. Where exact data is unavailable, supply estimated data, indicate that you have done so, and explain the basis on which the estimate was made.

If you decline to answer any interrogatory, or portion of any interrogatory, on a claim of privilege or other basis for withholding an answer, such as the work product doctrine, state each privilege or other basis for withholding claimed and describe in detail all foundational facts upon which you base such claim of privilege or basis for withholding.

It is requested that all copies of all documents identified in response be attached to the answers to the responses to these Interrogatories as an exhibit.

Please take notice that these Interrogatories are deemed to be continuing up to and including the first day of trial of this action. If at any time you or any person acting on your behalf obtains additional information called for by these Interrogatories between the time of your response and the time set for trial, please serve supplemental sworn answers setting forth such information.

The words "**and**," as well as "**or**," shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the specifications all responses which might otherwise be construed to be outside its scope.

Terms in the plural include the singular and terms in the singular include the plural; the use of one gender shall include all others as appropriate in the context. These interrogatories are continuing in nature so as to require **you, the Plaintiff** to file supplemental answers if any additional or different information responsive to these interrogatories is discovered or obtained subsequent to the filing of answers to these interrogatories.

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "**document(s)**" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in the custody, possession or control of the Defendant - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other

mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums — including e-mails, letters, affidavits, filings, engineering studies and/or tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and/or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

“Relevant time period” means 1991 to the current date.

"United" or "United Corp" shall mean the Plaintiff United Corporation.

"Yusuf" shall mean Fathi Yusuf.

"Hamed" shall mean the defendant herein Waleed Hamed.

INTERROGATORIES

1. Regarding paragraph 19 of the complaint, please describe all facts in detail regarding:
 - (a) each purchase and sale of stock by Waleed. Hamed as alleged in the complaint;
 - (b) the date and amount of each such transaction;
 - (c) the identity of the brokerage account where each transaction was made; and
 - (d) the name and address of each witness who has knowledge of these transactions.

2. Regarding paragraph 27(a) of the complaint, please describe all facts in detail regarding:
 - (a) the amount of each loan approved by Waleed Hamed;
 - (b) the person to whom the loan was made
 - (c) the date of the loan
 - (d) the facts you rely upon in support of your allegation that this loan was repaid to Waleed Hamed
 - (e) the name and address of each witness who has knowledge of these loans, including the repayment of these loans.

3. Regarding paragraph 27(b) of the complaint, please describe all facts in detail regarding:
 - (a) each improvement made to Waleed Hamed's house as alleged in the complaint;
 - (b) the date and amount of each such improvement;
 - (c) the accounting showing how you computed this figure to be \$481,000; and
 - (d) the name and address of each witness who has knowledge of these facts.

4. Regarding paragraph 27(c) of the complaint, please describe all facts in detail regarding:
 - (a) the date and amount of each of the 6 checks totaling \$135,000 as alleged in the complaint;
 - (b) the bank account these checks were drawn on
 - (c) The date these checks were cashed
 - (d) the facts upon which you rely upon to support your contention that these checks were improper in any way
 - (e) the name and address of each witness who has knowledge of these facts.

5. Please provide:
 - (a) a detailed calculation of the damages you are seeking in the complaint;
 - (b) a breakdown of each item claimed, the amount sought for said calculation;
 - (c) the information relied upon to make this calculation;
 - (d) the name of each witness who has knowledge of this information; and
 - (e) how the calculation was made.

6. Who is "Hamdan Diamond" referred to in paragraph 23 of the complaint and what is his last known address?

7. What fiduciary duty did Waleed Hamed allegedly breach as alleged in Count I of the complaint?

8. What contract did Waleed Hamed allegedly breach as alleged in Count IV of the complaint?

9. Please list the name and address of all witnesses who have knowledge of any of the facts alleged in the complaint and state the gist of said knowledge each person has.

ECKARD, P.C.

Dated: October 1, 2013

By:



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Counsel to Waleed Hamed

CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2013, a true and accurate copy of the foregoing was served by email, pursuant to the agreement of counsel, on **Nizar A. DeWood, Esq.**, The Dewood Law Firm, at dewoodlaw@gmail.com.

