

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

UNITED CORPORATION,

Plaintiff,

v.

WAHEED HAMED,
(a/k/a Willy or Willie Hamed),

Defendant.

Case No.: 2013-CV-101

ACTION FOR DAMAGES

JURY TRIAL DEMANDED

**PLAINTIFF UNITED CORPORATION'S
RESPONSES TO [CORRECTED] REQUESTS FOR
ADMISSIONS**

COMES NOW Plaintiff United Corporation, by and through its Counsel The DeWood Law Firm, and hereby responds to the Corrected Requests For Admissions submitted by the Requesting Party as follows:

GENERAL OBJECTIONS

The following general objections (“General Objections”) apply to all of Defendant’s Counsel’s requests for Admissions (“Requests”) and are incorporated by reference into each answer made herein. The assertion of the same, similar, or additional objections or the provision of partial answers in the individual responses to these Requests does not waive any of the Plaintiff’s General Objections as set forth below:

1. Plaintiff objects to the Requests to the extent that they require responses beyond the requirements of the Rules.
2. Plaintiff objects to the Requests to the extent that they are vague and ambiguous as to time and scope.

3. Plaintiff objects to the Requests to the extent that they seek legal conclusions. In particular, Plaintiff objects to the Requests to the extent that they seek admissions that particular documents actually are admissible into evidence because such determinations must be made by the Court, not the parties. Defendant's Counsel is really asking Plaintiff to admit that it will not object to the admissibility of particular documents. Such a request is not authorized under the rules. Accordingly, all Requests should be denied to the extent that they seek an admission that a particular document is admissible into evidence.

4. Plaintiff objects to the Requests to the extent that they seek admissions as to the authenticity of documents because discovery is ongoing and documents not yet reviewed as well as witnesses not yet interviewed may provide a basis to challenge the authenticity of one or more referenced documents. Accordingly, the information presently known to or readily obtainable by Plaintiff is insufficient to enable Plaintiff to admit or deny the authenticity of documents. Plaintiff thus reserve the right to challenge the authenticity of any document referenced in the Requests based on facts learned during discovery.

5. Plaintiff objects to the Requests to the extent that they seek information that is protected from disclosure by the attorney-client privilege, the work product doctrine or any other recognized privilege.

6. Plaintiff objects to the Requests to the extent that they seek admissions as to the authenticity of documents that constitute confidential settlement negotiations/communications regarding the claim, which are inadmissible.

7. Plaintiff objects to the requests to the extent that they call for an expert opinion.

8. Plaintiff objects to the requests to the extent that they are being used to establish the ultimate facts in issue or demand that the Plaintiff admit the truth of a legal conclusion or opinion.

REQUESTS

1. ADMIT or DENY that United Corporation filed the attached Amended Complaint (**Exhibit A**) in the Superior Court of the U.S. Virgin Islands in 2013-CV-101.

ADMIT

2. ADMIT or DENY that United averred in that Complaint, within paragraph 1, that:

Further, this civil action names John Doe 1-10 [hereinafter referred to as the "Does"] as persons who have worked knowingly, and jointly with Waheed Hamed in the commission of each of the causes of action alleged herein.

ADMIT.

3. ADMIT or DENY that with regard to the named "Does" numbered 1-10, described in Paragraph 1 of the Amended Complaint United does not presently have certain knowledge of all of their identities.

ADMIT.

4. ADMIT or DENY that with regard to the named "Does" numbered 1-10, described in Paragraph 1 of the Amended Complaint United has not obtained or served a copy of the Complaint or Amended Complaint on any of such "Does."

ADMIT.

5. ADMIT or DENY that, on January 8, 2013, United Corporation filed a complaint in the V.I. Superior Court, St. Croix Division, against Waleed Hamed and John Does 1-10, *United Corporation v Waleed Hamed, et. al.*, Civil No. SX-13-CV-3 averring as facts in paragraph 11-14 (attached as **Exhibit B**):

11. Sometime in 1986, Plaintiff United, through its shareholder and then President, Fathi Yusuf, entered into an oral agreement, whereby Plaintiff United and Defendant Hamed's father, Mohammed Hamed, agreed to operate a grocery store business.

12. As a result of this oral agreement, Plaintiff United agreed to rent a portion of its real property, United Shopping Plaza, to this supermarket joint venture.

13. United Shopping Plaza is located on the Island of St. Croix, U.S. Virgin Islands.

14. In 1986, the joint venture resulted in the first supermarket store being opened, United began using the trade name "Plaza Extra" and the first supermarket in this joint venture was named Plaza Extra Supermarket. Since 1986, two additional stores opened in the U.S. Virgin Islands; the second in Tutu Park, St. Thomas; the third in Grove Place, St. Croix.

TO THE EXTENT THE LANGUAGE ABOVE IS VERBATIM TO THE LANGUAGE IN PLAINTIFF'S AMENDED COMPLAINT, PLAINTIFF ADMITS.

6. ADMIT or DENY that the representative of United who agreed to United entering into the partnership with Mohammad Hamed in 1986, was United's President Fathi Yusuf.

DENY.

7. ADMIT or DENY that United, along with Fathi Yusuf submitted a document to the V.I. Superior Court, Division of St. Croix in 2012, in which it was stated:

There is no disagreement that Mr. Hamed is entitled to fifty percent (50%) of the profits of the operations of Plaza Extra Store

ADMIT.

8. ADMIT or DENY that United, along with Fathi Yusuf submitted a document to the V.I. Superior Court in 2012, in which it was stated:

The issue here again is not whether Plaintiff Hamed is entitled to 50% of the profits. He is.

ADMIT.

9. ADMIT or DENY that the deposition of Fathi Yusuf was taken on the 2nd day of February 2000, in a case before the Territorial Court of the Virgin Islands, at the Offices of Caribbean Scribes, 2132 Company St., Ste. 3, Christiansted, U.S. Virgin Islands, between 1:05 p.m. and 4:05 p.m.

OBJECTION on grounds of relevance and ambiguity to the extent that request refers to an unrelated case (SX-13-CV-3) and to a non-party.

10. ADMIT or DENY that at the deposition of Fathi Yusuf of February 2, 2000, Attorney Bethaney J. Vazzana appeared for the Defendants.

OBJECTION on grounds of relevance and ambiguity to the extent that request refers to an unrelated case (SX-13-CV-3) and to a non-party.

11. ADMIT or DENY that at the deposition of Fathi Yusuf of February 2, 2000, United was a defendant in the case for which the examination was taken, SX-13-CV-3.

OBJECTION on grounds of relevance and ambiguity to the extent that the request refers to an unrelated case (SX-13-CV-3) and a non-party.

12. ADMIT or DENY that on February 2, 2000, Fathi Yusuf was the President of United Corporation.

DENY.

13. ADMIT or DENY that at the deposition of Fathi Yusuf of February 2, 2000, Fathi Yusuf was also a defendant in the case for which the examination was taken, SX-13-CV-3.

OBJECTION on grounds of relevance and ambiguity to the extent that request refers to an unrelated case (SX-13-CV-3).

14. ADMIT or DENY that at the deposition of Fathi Yusuf of February 2, 2000, Fathi Yusuf was "first duly sworn" and thereupon agreed to testify on his oath.

OBJECTION on grounds of relevance and ambiguity to the extent that request refers to an unrelated case (SX-13-CV-3) and to a non-party.

15. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 10:1-21)

1 So I left Nova Scotia, struggling, left them
2 not to get a loan, but did not close my account. I struggle
3 all over looking to get a loan. I went to all local banks at
4 that, time, and everybody says, I'm sorry, we can't help you.
5 So I find it is a golden opportunity for me to go to Banco
6 Popular.

7 So I went to the manager there, I explained to
8 him my story what Scotia did to me and so he say, I will come
9 to the site.

10 When he come to the site where I'm building,
11 he says, How you going to put this building together?
12 Where's your plan? I show it to him. It's almost zero, the
13 specification. Just numbers for me, columns, but the column
14 doesn't say what thick, what wide. It just give me the
15 height.

16 So the bank, he says, Mr. Yusuf, I'm sorry.
17 We don't do business that, way. We have to have somebody
18 professional plan with full specification. I could see your
19 plan approved, I could see the steel here, but it's -- you
20 don't have the proper material or record to take to my board
21 of director to approve a loan in the millions.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf.

16. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 14:4-25)

4 But before I continue, I'm going to – I would
5 like to go back a little bit more to clear something. When I
6 was in the financial difficulty, when I was in financial
7 difficulty, my brother-in-law, he knew. I shouldn't – he
8 started to bring me money. Okay? He own a grocery, Mohammed
9 Hamed, while I was building, and he have some cash. He knew
10 I'm tight.

11 He started bring me money. Bring me I think
12 5,000, 10,000. I took it. After that I say, Look we
13 Family, we want to stay family. I can't take no money from
14 you because I don't see how I could pay you back. So he
15 insisted, Take the money. If you can afford to, maybe pay
16 me. And if you can't, forget about it. Okay. He kept
17 giving me. I tell him, Under this condition I will take it.
18 I will take it.

19 He kept giving me until \$200,000. Every
20 dollar he make profit, he give it to me. He win the lottery
21 twice, he gave it to me. All right? That time the man have
22 a little grocery, they call Estate Carlton Grocery. Very
23 small, less than 1,000 square foot, but he was a very hard
24 worker with his children. And it was, you know, just like a
25 convenience mom-and-pop stores. He was covering expenses and
(p. 15:1-14)

1 saving money.

2 I say, Brother-in-law, you want to be a
3 partner too? He said, Why not? You know, as a family, we
4 sit down. Says, How much more can you raise. Say, I could
5 raise 200,000 more. I said, Okay. Sell your grocery. I'll
6 take the two hundred, four hundred. You will become
7 25 percent partner.

8 So we end up I'm 25 percent, my two nephew 25
9 each, and my brother-in-law, Mohammad Hamed, 25 percent. I
10 don't recall the year, could be '83 or '84, but at least
11 thanks God in the year that Sunshine Supermarket opened,
12 because his supermarket is the one who carries these two
13 young men and my brother to go into supermarket with me.

14 So I have their money, I finish the building.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf.

17. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 17:6-20, 22-25)

6 Then, but when I been denied, I have to tell
7 my partner what's going on. I been entrusted to handle the
8 job perfect, and I am obligated to report to my partner to
9 anything that happened. I told my nephews and I told my
10 partner, Hey, I can't get a loan, but I'm not giving up.

11 So two, three days later my two nephews split,
12 say, We don't want to be with you no more, and we want our
13 money. I say I don't have no money to pay you. The money's
14 there, but if you want to leave because I default, you free
15 to leave.

16 How we going to get paid?

17 I says, Shopping center is 50 percent owned by
18 you uncle and 50 percent by me. I have to feed my children
19 first, and whatever left over, I'll be more than happy to
20 give it to you.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf

18. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

22 We come to an agreement, I pay them 12 percent
23 on their money, and 150,000 default because I don't fulfill
24 my commitment. I accepted that. We wait until my partner,
25 which is my brother, came. He's an older man. And we came

(p. 18:1-14, 16-25)

1 up to Mr. Mohammed Hamed, I say, You want to follow them? He
2 say, Yeah, I will follow them, but do you have any money to
3 give? I say, Look, Mr. Hamed, you know I don't have no
4 money. It's in the building, and I put down payment in the
5 refrigeration. But if you want to follow them, if you don't
6 feel I'm doing the best I can, if you want to follow them,
7 you're free to follow them. I'll pay you the same penalty,
8 75,000. I will give you 12 percent on your 400,000.

9 He says, Hey. If you don't have no money,
10 it's no use for me to split. I'm going to stay with you.
11 All right. I say, Okay. You want to stay with me, fine. I
12 am with you, I am willing to mortgage whatever the
13 corporation own. Corporation owned by me and my wife at that
14 time.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf.

19. ADMIT or DENY that on February 2, 2000, United Corporation was owned entirely by Fathi Yusuf and his wife.

DENY.

20. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

16 And my partner only put in \$400,000. That's all
17 he put in, and he will own the supermarket. I have no
18 problem. I told my partner, Look, I'll take you under one
19 condition. We will work on this, and I'm obligated to be
20 your partner as long as you want me to be your partner until
21 we lose \$800,000. If I lose 400,000 to match your 400,000, I
22 have all the right to tell you, Hey, we split, and I don't
23 owe you nothing.

24 They say, Mr. Yusuf, we knows each other. I
25 trust you. I keep going. Okay. Now, I told him about the
(p. 19:1-10)

1 two partner left, Mr. Hamed. You know, these two guys, they
2 left, my two nephew, they was your partner and my partner. I
3 give you a choice. If you pay penalty with me and pay the
4 interest with me, whatever they left is for me and you. But
5 if I must pay them the one-fifty penalty and pay them
6 12 percent, then Plaza Extra Supermarket will stay
7 three-quarter for Yusuf and only one-quarter for you.

8 He says, Do whatever you think is right. I
9 tell him, You want my advice? I be honest with you. You
10 better off take 50 percent. So he took the 50 percent.

OBJECTION on Relevance grounds. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Notwithstanding the Deposition transcript speaks for itself.

21. ADMIT or DENY that on the advice of Fathi Yusuf, in 1986 Hamed did take 50 percent ownership of Plaza Extra Supermarket.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf

22. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 19)

20 . . . I want to show
21 to you and the court that Mohammed Hamed is way before
22 Plaza Extra was opened with me, he was my partner.

OBJECTION on grounds Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Plaintiff denies the use of the term "partner" to mean partner within the context of the Uniform Partnership Act.

23. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 20:4-12)

4 When I open up Plaza Extra Supermarket, who
5 was in charge of the money at that time is Wally Hamed. When
6 this gentleman, Mr. Idheileh, lend me his money as a friend,
7 I have never signed for him. Who paid him? I never pay him
8 back. My partner's son is the one who pay him back. And he
9 knew, because he come to my office once or twice a week. And
10 he's not the only one knew. Every single Arab in the Virgin
11 Islands knew that Mr. Mohammed Hamed is my partner, way
12 before Plaza Extra was opened.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Plaintiff denies the use of the term "partner" to mean partner within the context of the Uniform Partnership Act.

24. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 21)

24 . . . You know, I don't
25 have the final word. I will check with my partner,

(p. 22)

1 Mr. Hamed.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Plaintiff denies the use of the term "partner" to mean partner within the context of the Uniform Partnership Act.

25. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 23)

18 A. But I want you please to be aware that my
19 partner's with me since 1984, and up to now his name is not
20 in my corporation. And that -- excuse me -- and that prove
21 my honesty. Because if I was not honest, my brother -in -law
22 will not let me control his 50 percent. And I know very
23 well, my wife knows, my children knows, that whatever
24 Plaza Extra owns in assets, in receivable or payable, we have
25 a 50 percent partner.

(p. 24)

1 But due to my honesty—

4 --my partner, he never have it in
5 writing from me.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Plaintiff denies the use of the term "partner" to mean partner within the context of the Uniform Partnership Act.

27. ADMIT or DENY that Fathi Yusuf did testify at a deposition of Fathi Yusuf of February 2, 2000, that:

(p. 69)

13. Q. Okay. You were asked by Attorney
14 when it says United Corporation in this Joint Venture
15 Agreement, in talking about Plaza Extra, talking about the
16 supermarket on St. Thomas, who owned or who was partners in
17 United Corporation Plaza Extra at the time before you entered
18 into that Joint Venture Agreement?
19 A. It's always, since 1984, Mohammed Hamed.
20 Q. Okay. So when it says United Corporation --
21 A. It's really meant me and Mr. Mohammed Hamed.

OBJECTION on Relevance grounds. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Plaintiff denies the use of the term "partner" to mean partner within the context of the Uniform Partnership Act.

28. ADMIT or DENY that on September 25, 1999, Fathi Yusuf signed an affidavit under oath in *Idheileh v. United et. al.*, Civ. No. 156/1997 in the Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, stating:

2. My brother in law, Mohamed Hamed, and I have been full partners in the Plaza Extra Supermarket since 1984 while we were obtaining financing and constructing the store, which finally opened in 1986.

OBJECTION on grounds of Relevance. Further, Defendant's Counsel is directing an Interrogatory to a Non-Party Fathi Yusuf. Plaintiff denies the use of the term "partner" to mean partner within the context of the Uniform Partnership Act.

29. ADMIT or DENY that on September 25, 1999, United's President Fathi Yusuf signed an affidavit under oath in *Idheileh v. United et. al.*, Civ. No. 156/1997 in the Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, stating:

3. Mohamed Hamed and I decided to open a St. Thomas Plaza Extra store and used our own capital and later obtained financing to make the store ready for opening.

OBJECTION. Defendant is directing an Interrogatory to a Non-Party.

30. ADMIT or DENY that on September 25, 1999, United's President Fathi Yusuf signed an affidavit under oath in *Idheileh v. United et. al.*, Civ. No. 156/1997 in the Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, stating:

4. Mohamed Hamed gave his eldest son, Walleed (a/k/a Wally), power of attorney to manage his interests for the family.

OBJECTION on relevance grounds. Defendant is directing an Interrogatory to a Non-Party.

31. ADMIT or DENY that on September 25, 1999, United's President Fathi Yusuf signed an affidavit under oath in *Idheileh v. United et. al.*, Civ. No. 156/1997 in the Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, stating:

7. Hamed did not want a third partner, but I convinced him that Ahmad could run the store and would protect all of our investments.

OBJECTION on grounds of relevance. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

32. ADMIT or DENY that on September 25, 1999, United's President Fathi Yusuf signed an affidavit under oath in *Idheileh v. United et. al.*, Civ. No. 156/1997 in the Territorial Court of the Virgin Islands, Division of St. Thomas and St. John, stating:

41. The Hameds and I were able to turn the store around by the last part of 1994.

OBJECTION on grounds of relevance. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

33. ADMIT or DENY that on September 27, 1999, Defendants United Corporation and Fathi Yusuf filed a Motion for Summary Judgment in *Idheileh v. United et. al.*, Civ. No. 156/97, V.I. Territorial Court, St. Thomas and stated:

Fathi Yusuf's brother in law, along with United have been the owners of the Plaza Extra Supermarket since its inception¹.

[Footnote 1] Defendants have asked for leave of court to amend their answer to ¶ 13 of plaintiff's complaint to deny that paragraph. Wally Hamed is not a third partner to the joint venture but rather is a co-owner of Plaza Extra since the mid- 1980's even before the store on St. Croix opened. Wally Hamed was brought to the St. Thomas store as a key person of United, under the Joint Venture Agreement with plaintiff, and provided his services for free

OBJECTION on grounds of relevance. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

34. ADMIT or DENY that on September 27, 1999, Defendants United Corporation and Fathi Yusuf filed a Motion for Summary Judgment in *Idheileh v. United et. al.*, Civ. No. 156/97, V.I. Territorial Court, St. Thomas and stated:

The Hameds and Fathi Yusuf worked at the St. Thomas store for free, working 18 - 20 hours a day.

OBJECTION on grounds of relevance. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

35. ADMIT or DENY that on October 6, 1999, United Corporation and Fathi Yusuf filed Responses to Plaintiff's Second Set of Interrogatories to Defendants. In those responses, Yusuf and United stated:

2. State herein the length of employment, job description and duties, rate of pay and other emoluments of Mr. Mohammed Hammad.

Response to Interrogatory No. 2:

. . . Mohamed Hamed is a partner in Plaza Extra Supermarkets and has been since the mid-1980's

OBJECTION on relevance grounds. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

36. ADMIT or DENY that on October 6, 1999, United Corporation and Fathi Yusuf filed Responses to Plaintiff's Second Set of Interrogatories to Defendants. In those responses, Yusuf and United stated:

3. State herein the length of employment, job description and duties, rate of pay and other emoluments of Mr. Waled Hammad.

Response to Interrogatory No. 3:

... Waleed Hamed has been working for Plaza Extra on and off since 1986. At the time he worked at the St. Thomas Plaza Extra, during the period of Plaintiff's Joint Venture with United, which is the only relevant issue, he was a partner with general management duties. He received no salary.

OBJECTION on grounds of relevance. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

37. ADMIT or DENY that on October 6, 1999, United Corporation and Fathi Yusuf filed Responses to Plaintiff's Second Set of Interrogatories to Defendants. In those responses, Yusuf and United stated:

6. Please provide the names and addresses of any and all individuals who have entered into joint venture or partnership agreements with defendant Yusuf.

Response to Interrogatory No. 6:

Objection. Irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without limiting or waiving said objection, with respect to Plaza Extra, the original partners were Khalid Ali, Isam Yousuf, Mohamed Hamed, and Defendant Yusuf. By the time Plaza Extra opened in 1986, Mohamed Hamed and Defendant Yusuf were the only partners. These partners operated Plaza Extra under the corporate name of United Corp., and joined Ahmad Idheileh in a joint venture for the St. Thomas Plaza Extra in 1992.

OBJECTION on grounds of relevance. Defendant is directing an Interrogatory to a Non-Party, Fathi Yusuf. Defendant Hamed fails to provide a copy of the Affidavit as an Exhibit.

38. ADMIT or DENY that United averred as a fact in the Amended Complaint, within paragraph 6 is, that:

6. Plaintiff is owned completely in various shares by Fathi Yusuf, Fawzia Yusuf, Maher Yusuf, Nejah Yusuf, Zayed Yusuf, and Yusuf, hereinafter collectively referred to as the "Yusuf Family".

ADMIT.

39. ADMIT or DENY that in 1987 more than 50% of the shares of United were owned by Fathi Yusuf and his wife.

ADMIT.

40. ADMIT or DENY that in 1996 more than 50% of the shares of United were owned by Fathi Yusuf and his wife.

ADMIT.

41. ADMIT or DENY that in 2002 more than 50% of the shares of United were owned by Fathi Yusuf and his wife.

ADMIT.

42. ADMIT or DENY that in 2011 more than 50% of the shares of United were owned by Fathi Yusuf and his wife.

ADMIT.

43. ADMIT or DENY that as of the date of the filing of the responses to these Requests to Admit that more than 50% of the shares of United are owned by Fathi Yusuf and his wife.

ADMIT.

44. ADMIT or DENY that United averred as a fact in the Amended Complaint, within paragraph 7, that:

7. Defendant Waheed Hamed is a natural person and is a resident of St. Thomas, U.S. Virgin Islands. At all times relevant to this action, Defendant Hamed has been an employee of Plaintiff United.

ADMIT.

45. ADMIT or DENY that United owns and collects rents from real properties.

ADMIT.

46. ADMIT or DENY that United alleges Defendant Hamed works only in regard to those operations of United that United refers to as its United Corporations d/b/a Plaza Extra Supermarkets."

ADMIT.

47. ADMIT or DENY that the Superior Court of the Virgin Islands (Brady, J.) issued a preliminary injunction dated April 25, 2013 ("April 25th PI"), with regard to Plaza Extra Supermarkets (attached hereto as Exhibit C.)

ADMIT.

48. ADMIT or DENY that the April 25th PI ORDERED:

ORDERED that the operations of the three Plaza Extra Supermarket stores shall continue as they have throughout the years prior to this commencement of this litigation, with Hamed, or his designated representative(s), and Yusuf, or his designated representative(s), jointly managing each store, **without unilateral action by either party, or representative(s), affecting the management, employees, methods, procedures and operations.** (Emphasis added.)

ADMIT, to the extent the language is verbatim.

49. ADMIT or DENY that United filed this instant action without the consent or agreement of Mohammad Hamed or his family.

ADMIT.

50. ADMIT or DENY that United averred as a fact in the Amended Complaint, within paragraph 16, that:

16. Defendant Waheed Hamed was never permitted to acquire, engage, or manage any business that may compete with the operations of the Plaza Extra Stores. Defendant Hamed never disclosed to his employer that he was operating a separate wholesale grocery business called "5 Corner's Mini Mart."

ADMIT.

51. ADMIT or DENY that there exists no written legal agreements, contracts, writings or other documentation wherein either United or (United d/b/a Plaza Extra Supermarkets) is a party and defendant Hamed is a party.

Pending full discovery, Plaintiff is unable at this point to admit or deny the Request for Admission No. 51.

52. ADMIT or DENY that there exists no written agreement not to compete wherein either United or (United d/b/a Plaza Extra Supermarkets) is a party and defendant Hamed is a party.

ADMIT.

52. ADMIT or DENY that there exists no written agreement to disclose other business ventures wherein either United or (United d/b/a Plaza Extra Supermarkets) is a party and defendant Hamed is a party.

ADMIT.

53. ADMIT or DENY that United has no contract, writing, license, articles of incorporation or other document stating on its face that defendant Hamed was operating a separate wholesale grocery business called "5 Corner's Mini Mart."

To the extent that "Operating" includes ownership of "5 Corner's Mini-Mart, this request is DENIED. Further, pending full discovery, Plaintiff is unable at this point to admit or deny the Request for Admission No. 53.

54. ADMIT or DENY that United has no document whatsoever stating on its face defendant Hamed's name and "5 Corner's Mini Mart" or "5 Corners."

Pending full discovery, Plaintiff is unable at this point to admit or deny the Request for Admissions No. 54.

55. ADMIT or DENY that United averred as a fact in the Amended Complaint, that:

11. During nine years of criminal proceedings, the U.S. Department of Justice and federal law enforcement (collectively the "U.S. Government"), gathered *significant financial documents*, including but not limited to tax returns, financial ledgers, accounting records, and various other documents concerning the parties herein. Prior to the release of the documents in October of 2010 to Plaintiff United, none of the officers of Plaintiff United had any actual or constructive knowledge of Defendant Hamed's conduct, financial affairs, or tax returns.

12. During a review and inventory of the documents and files delivered and returned by the U.S. Government to Plaintiff United, Plaintiff United reviewed documents comprising tax returns for Waheed Hamed, including but not limited to Defendant's tax returns for the years. (Referred to as "These Documents" hereinafter.).

ADMIT.

56. ADMIT or DENY that United's counsel have had access to These Documents with the ability to review them for multiple days and to copy and scan them -- between 2003 and the present.

OBJECTION on grounds of VAGUENESS and AMBIGUITY. Notwithstanding, pending full discovery, Plaintiff's unable at this point to admit or deny the Request for Admissions No. 56.

57. ADMIT or DENY that United's legal counsel had access to These Documents in 2003.
(See attached Exhibit D), to wit,

In 2003, according to a declaration of Special Agent Thomas L. Petri stated in the criminal case, *United States of America v. Fathi Yusuf Mohammed Yusuf et. al.*, Criminal No. 2005-015 (DE 1148-1), that

In 2003, subsequent to the return of the indictment, counsel for defendants was afforded complete access to seized evidence. Attorney Robert King, the attorney then representing defendants, reviewed the discovery at the FBI office on St. Thomas. He and a team of approximately four or five individuals reviewed evidence for several weeks. They brought with them a copier and made many copies of documents. (See, HAMD247566-HAMD247567.pdf at p. HAMD247566)

OBJECTION. Plaintiff cannot admit or deny the averments of a federal officer.

58. ADMIT or DENY that United's legal counsel had access to These Documents in 2004. *Id.*,
to wit,

In a Declaration Special Agent Thomas L. Petri avers in a document filed in *United States of America v. Fathi Yusuf Mohammed Yusuf et. al.*, Criminal No. 2005-015 (DE 1148-1), that:

8. In 2004, a different set of attorneys presently representing the defendants reviewed the evidence seized in the course of the execution of the search warrants. By my estimation, document review team included up to ten people at any one time. The defense team spent several weeks reviewing the evidence. They had with them at least one copier and one scanner with which they made numerous copies and images of the evidence.

9 During the 2004 review, the defense team was afforded unfettered access to discovery. They were permitted to review any box of documents at any time, including evidence seized during the searches, foreign bank records, documents obtained either consensually or by grand jury subpoena, and FBI Forms 302. The defense team pulled numerous boxes at one time with many different people reviewing different documents from different boxes. (See, HAMD247566-

HAMD247567.pdf)

OBJECTION on grounds of vagueness and scope. Defendant fails to state and attach the documents referred to in the above Request for Admission.

59. ADMIT or DENY that United's legal counsel had access to These Documents in after 2004.

OBJECTION on grounds of vagueness and scope. Defendant fails to state and attach the documents referred to in the above Request for Admission.

60. ADMIT or DENY that United's legal counsel had access to These Documents in 2010.

OBJECTION on grounds of vagueness and scope. Defendant fails to state and attach the documents referred to in the above Request for Admission.

61. ADMIT or DENY that United's legal counsel had access to these Documents in 2011.

DENY.

62. ADMIT or DENY that United's legal counsel had access to These Documents in 2012.

DENY.

63. ADMIT or DENY that until October 1992, there was only one Plaza Extra Supermarket (or United Corporation d/b/a Plaza Extra Supermarket) which was located on St. Croix. (Hereinafter "Plaza Extra East Store.")

DENY.

64. ADMIT or DENY that on January 4, 1992 the Plaza Extra East Store was burned down in a fire.

DENY.

65. ADMIT or DENY that after January 4, 1992 when the Plaza Extra East Store was burned down in a fire, it did not re-open until May of 1993.

DENY

66. ADMIT or DENY that the Plaza Extra Store on St. Thomas did not open until after September of 1993.

ADMIT

67. ADMIT or DENY that United averred as a fact in the Amended Complaint, within paragraph 31, that:

31. [Defendant was at the times relevant to this action] "an at-will employee of Plaintiff United."

ADMIT.

68. ADMIT or DENY that Defendant was at the times relevant to this action an at-will employee."

ADMIT.

Dated: October 07 2013

Respectfully Submitted,

THE DEWOOD LAW FIRM



Nizar A. DeWood, Esq.

V.I. Bar No: 1177

2006 Eastern Suburb, Suite 102

St. Croix, USVI 00820

Tel: 340.773.3444

Fax: 888.398.8428

Email: dewood@gmail.com

Counsel for Plaintiff

Joseph A. DiRuzzo, III, Esq.

Christopher David, Esq.

Fuerst Littleman David & Joseph, PL

1001 Brickell Bay Drive, 32nd. Floor

Miami, FL 33131

Tel: 305.350.5690

Fax: 305.371.8989

Co-Counsel for Plaintiff

CERTIFICATE OF SERVICE

IT IS HEREBY CERTIFIED THAT a true and exact copy of the foregoing was served via U.S.

Mail, postage prepaid, fax, electronic mail or hand delivery on this the 7th day of October 2013 to wit:

Carl J. Hartmann III, Esq.
5000 Estate Coakley Bay
Unit L-6
Christiansted, USVI 00820
Email: carl@carlhartmann.com
Counsel for Defendant

via: CM/ECF | Mail | Fax | Hand Delivery | Email



Cordelia L. Jones
Certified Paralegal