

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS  
DIVISION OF ST. CROIX**

<b>MOHAMMAD HAMED</b> , by his authorized agent <b>WALEED HAMED</b> ,	)	
	)	
Plaintiff,	)	<b>CIVIL NO. SX-12-CV-370</b>
	)	
v.	)	<b>ACTION FOR DAMAGES, INJUNCTIVE AND DECLARATORY RELIEF</b>
	)	
<b>FATHI YUSUF</b> and <b>UNITED CORPORATION</b> ,	)	
	)	
Defendants.	)	<b>JURY TRIAL DEMANDED</b>

**PLAINTIFF'S SECOND INTERROGATORIES  
TO DEFENDANT UNITED**

Plaintiff 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, on the Defendant 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 1986 to present.

**"United" or "United Corp"** shall mean the defendant United Corporation.

**"Yusuf"** shall mean defendant Fathi Yusuf.

**"Hamed"** shall mean the plaintiff herein Mohammad Hamed.

### **INTERROGATORIES**

1. In paragraph 42 of the Amended Counterclaim there is a reference to Mohammad Hamed being repaid "on a periodic basis with 50% of the net profits of the Plaza Extra Stores." Regarding this allegation, please state:
  - a. the process followed in making these payments/distributions to Hamed;
  - b. the dates and amounts of all such payments;
  - c. all amounts that are presently owed to Hamed and
  - d. any offsets to the amount due Hamed.

2. In paragraph 50 of the Amended Counterclaim there is a reference to loans from family members. For all such loans, please list:
  - a. the date of each such loan
  - b. the name and last known address of the family member
  - c. the amount of the loan and interest rate
  - d. the date the loan was repaid
  - e. the bank account from which the repayment was made

3. In paragraph 51 of the Amended Counterclaim you allege in subsection (g) that the repayment to some "creditors/investors" depended on the profitability of the business related to these "creditors/investors." For each such business, please list:
- a. the name of these businesses;
  - b. the names and last known addresses of the creditors/investors involved in each such business;
  - c. the amount of the loan/investment;
  - d. the terms of said repayment that depended on the profitability of the business

4. Regarding any amounts of additional capitalization needed by the Plaza Extra Supermarkets or United after 1986, please state:
  - a. the dollar amount of each new investment of capital put into these businesses after 1986;
  - b. the date of the investment of these additional funds;
  - c. the name and address of any persons or entities who contributed this new capital;
  - d. what each source of new funds was used for.

5. Regarding paragraph 91 of the Amended Complaint, please state as to Y & H Investments, Inc.:

- a. The business and/or assets this company owned and how funding for their purchase was obtained;
- b. What the assets owned by this entity sold for;
- c. Whether Exhibit A attached is related to the sale of the assets by this entity
- d. What happened to the proceeds from the sale of these assets



6. Regarding the allegations for rent set forth in paragraphs 125 to 140 and Count XI of the Amended Counterclaim, please state:
  - a. What amount of rent is due for the Plaza Extra Store located at the Sion Farm store;
  - b. Who owes this rent;
  - c. Please state why United has not filed an action for eviction of the Plaza Extra Sion Farm for non-payment of this rent;
  - d. Please explain how you determined there is allegedly 69,680 square feet of space in the Plaza Extra Store at Sion Farm.

7. Please list all "assets of the Plaza Extra Stores" referenced in paragraph 171 of the Amended Counterclaim.

8. Regarding the claim for compensatory damages in section iv of the "Wherefore clause," of the Amended Counterclaim, please state:
  - a. an itemized list of these specific damages
  - b. the amount of each item claimed as compensatory damages
  - c. the name and address of each witness who has knowledge of the same;
  - d. the identity of all documents that support each item claimed.

9. Regarding the claim for consequential damages in section iv of the "Wherefore clause," of the Amended Counterclaim, please state:
- a. an itemized list of these specific damages
  - b. the amount of each item claimed as consequential damages
  - c. the name and address of each witness who has knowledge of the same;
  - d. the identity of all documents that support each item claimed.

10. Regarding the claim for a "judgment" in section viii of the "Wherefore clause," of the Amended Counterclaim regarding "all debts, liabilities and obligations of the Alleged Partnership, past and present", please state:
  - a. an itemized list of these specific damages
  - b. the amount of each item claimed as compensatory damages
  - c. the name and address of each witness who has knowledge of the same;
  - d. the identity of all documents that support each item claimed.

11. Describe and provide the account numbers for any and all accounts (bank, investment, credit card, wire or other) into which funds from any Plaza Extra store were transferred or deposited from January 1, 2013 to December 31, 2013 and any transactions involving Plaza Extra that were not set forth in the three 2013 sets of Plaza Extra store 2013 financials (Sage50 backups) provided to Plaintiff by Mr. Gaffney on or about 1/11/14 (files dated 1/2/14).

**Dated:** February 3, 2014



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**CERTIFICATE OF SERVICE**

I hereby certify that on this 3<sup>rd</sup> day of February, 2014, I served a copy of the foregoing in compliance with the parties consent, pursuant to Fed. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action on the following persons:

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