

**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>
	)	

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**PLAINTIFF'S SECOND REQUEST  
FOR THE PRODUCTION OF DOCUMENTS TO DEFENDANT  
UNITED CORPORATION**

Plaintiff Hamed, by counsel, propounds the following request for production of documents pursuant to Rule 34 of the Federal Rules of Civil Procedure as well as Local Rule 22 on defendant United Corporation (also referred to herein as "Defendant"):

**INSTRUCTIONS**

In responding to these Requests for Production of Documents, the following instructions shall apply:

1. The obligations imposed by Fed. R. Civ. P. 26 and 34 are hereby incorporated, including but not limited to, the duty to supplement imposed by Fed. R. Civ. P. 26(e).
2. These requests for production concern all information within United's custody and control.
3. If the Defendant believes any information the Defendant requests is privileged and/or protected, in whole or in part, the Defendant shall provide the

following: a) the document's title; b) the document type (e.g., memorandum, letter, report, email etc.), c) the name, address and telephone number of each author or signatory; d) the name, address and telephone number of each recipient; e) the date the document was prepared; f) the privilege(s) and/or protection(s) the Defendant is asserting; g) the factual bases for the Defendant asserting the privilege(s) and /or protection(s); and h) a summary of the information the Defendant is not producing to enable a court of competent jurisdiction to rule whether the information is privileged and/or protected.

4. Whenever these requests for production use any word in the plural, the Defendant shall understand the word to include the singular as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the singular, the Defendant shall understand the word to include the plural as necessary to make the request for production inclusive rather than exclusive.

5. Whenever these requests for production use the word "and" or the word "or," the Defendant shall understand the word conjunctively or disjunctively as necessary to make the request for production inclusive rather than exclusive.

#### **TERMS AND MEANINGS**

The terms used in this Discovery have the following meaning:

**"Document(s)"** is used in its broadest sense to include, by way of illustration only and not by way of limitation, any written, printed, typed or graphic matter of any kind or nature however produced or reproduced, including reports, notes, transcripts, records,

photographs, video tapes, or electronic data from which information can be obtained by the defendant.

**"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.

**"Yusuf and Hamed families"** shall mean Fathi Yusuf or his wife or children for the Yusuf family and Mohammad Hamed or his wife or children for the Hamed family.

**"Three Plaza Extra Supermarkets"** shall mean the three supermarkets that the Court found in its preliminary injunction memorandum are operated by a partnership between Yusuf and Hamed.

### **REQUESTS**

Please produce:

1. All documents regarding any contributions to capital (initial or subsequent investments) in United Corporation made personally by Fathi Yusuf between the time it was incorporated in 1979 through the current date.

2. All applications any bank loans (whether or not a loan was actually obtained) by Yusuf or United between 1979 and 2002, including but not limited to the bank loans referenced in paragraphs 49, 58 and 61 of the Amended Counterclaim.
3. Documents demonstrating how the bank loans referenced in #2 above were repaid if they were repaid from any source other than from the proceeds of the Plaza Extra Supermarkets, including but not limited to the bank loans referenced in paragraphs 49, 58 and 61 of the Amended Counterclaim.
4. All documents regarding loans from family members as alleged in paragraph 50 of the Amended Counterclaim.
5. All documents showing the repayment of any loans made by family members as referenced in paragraph 50 of the Amended Counterclaim.
6. All documents regarding the loans/investments by Ahmad Yusuf referenced in paragraph 53 of the Amended Counterclaim, including documentation of the repayment of all such loans/investments.
7. All documents related to any of the "loans" referenced in paragraph 54 of the Amended Counterclaim.
8. All documents related to any loans made by "nephews" referenced in paragraph 59 of the Amended Counterclaim.
9. The drafts as well as the final Joint Venture Agreement referenced in paragraph 69 of the Amended Counterclaim.
10. The drafts as well as the final Termination Agreement referenced in paragraph 71 of the Amended Counterclaim.

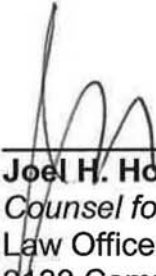
11. The specific documents related to the alleged "defalcation and conversion of substantial assets including cash from united by Hamed and Waleed" referenced in paragraph 102 of the Amended Counterclaim.
12. The tax returns referenced in paragraph 104 of the Amended Counterclaim.
13. All documents related to any evidence of the allegations set forth in paragraph 105 of the Amended Counterclaim.
14. All documents related to any evidence of the allegations set forth in paragraph 106 of the Amended Counterclaim.
15. All documents related to any evidence of the allegations set forth in paragraph 107 of the Amended Counterclaim.
16. All documents related to any evidence of the allegations set forth in paragraph 108 of the Amended Counterclaim.
17. All documents related to any evidence of the allegations set forth in paragraph 109 of the Amended Counterclaim.
18. All documents related to any evidence of the allegations set forth in paragraph 110 of the Amended Counterclaim.
19. All documents related to any evidence of the allegations set forth in paragraph 111 of the Amended Counterclaim.
20. All documents related to any evidence of the allegations set forth in paragraph 112 of the Amended Counterclaim.
21. All documents related to any evidence of the allegations set forth in paragraph 113 of the Amended Counterclaim.

22. All documents related to any evidence of the allegations set forth in paragraph 114 of the Amended Counterclaim.
23. All documents related to any evidence of the allegations set forth in paragraph 115 of the Amended Counterclaim.
24. All documents related to any evidence of the allegations set forth in paragraph 116 of the Amended Counterclaim.
25. All documents related to United's "other investment and businesses separate from its operation of the Plaza Extra Stores" referenced in paragraph 118 of the Amended Counterclaim.
26. All documents related to any evidence of "Waleed's misappropriation of monies from the Plaza Extra Stores" referenced in paragraph 123 of the Amended Counterclaim.
27. All documents related to any evidence of the allegations set forth in paragraph 127 of the Amended Counterclaim.
28. All documents related to the calculation of the square footage of the Plaza Extra Store at Plaza Extra Sion Farm referenced in paragraphs 175 and 176 of the Amended Counterclaim.
29. All documents related to any evidence of the allegations set forth in paragraph 134 of the Amended Counterclaim.
30. All documents related to any evidence of the allegations set forth in paragraph 148 of the Amended Counterclaim.
31. All documents related to any evidence of the allegations set forth in paragraph 155 of the Amended Counterclaim.

32. All documents related to any evidence of the allegations set forth in paragraph 158 of the Amended Counterclaim.
33. All documents related to any evidence of the allegations set forth in paragraph 162 of the Amended Counterclaim.
34. Regarding Count VIII of the Amended Counterclaim, please produce all documents regarding any notices of dissolution of the partnership sent to Mohammad Hamed.
35. All documents related to any agreement to pay rent as alleged in Count XII of the Amended Counterclaim.
36. All documents related to any evidence of the allegations set forth in paragraph 186 of the Amended Counterclaim.
37. All documents related to any evidence of the allegations set forth in paragraph 189 of the Amended Counterclaim.
38. All documents related to any evidence of the allegations set forth in paragraph 190 of the Amended Counterclaim.
39. All documents supporting the calculation or itemization of any damages sought in subsection iv. of the prayer for relief in the Amended Counterclaim. seeking compensatory damages.
40. All documents supporting the calculation or itemization of any damages sought in subsection iv. of the prayer for relief in the Amended Counterclaim. seeking consequential damages.
41. All documents related to the damages allegedly owed or to be incurred as sought in subsection vii. of the prayer for relief of the Amended Counterclaim.

42. All documents related the damages allegedly due being sought in subsection viii. of the prayer for relief of the Amended Counterclaim.
43. All documents that show that any valuable consideration was paid by the shareholders of United for shares of its stock.
44. All documents showing that shareholders other than Fathi Yusuf operate, control or otherwise exercise dominion over United.
45. All documents showing that United owes or has previously paid 50% of net proceeds to Hamed.
46. All documents in the criminal case where United was a defendant showing that United or Yusuf informed the U.S. Government that Hamed was owed and paid 50% of Net proceeds.

**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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