

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

<p><b>MOHAMMAD HAMED,</b></p> <p style="text-align:center"><b>Plaintiff,</b></p> <p style="text-align:center"><b>v.</b></p> <p><b>FATHI YUSUF,</b></p> <p style="text-align:center"><b>Defendant.</b></p>	<p style="text-align:right"><b>Case No.: 2014-SX-CV- 278</b></p> <p style="text-align:center"><b>ACTION FOR DEBT AND CONVERSION</b></p> <p style="text-align:center"><b><u>JURY TRIAL DEMANDED</u></b></p>
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**PLAINTIFF MOHAMMAD HAMED'S  
FIRST INTERROGATORIES TO DEFENDANT FATHI YUSUF**

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 Yusuf.

**INSTRUCTIONS**

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 Defendant**, 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 1993 to the present.

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

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

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

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

### **INTERROGATORIES**

1. Describe all claims and/or counterclaims you have or may have with regard to plaintiff for any type of relief, including but not limited to money damages, and for each such claim, describe all factual bases and all documents or other evidence which support the claim(s).
2. Describe all claims or counterclaims Yusuf has or may have for any type of relief, including but not limited to money damages, with regard to plaintiff about which you have any knowledge and for each, describe all factual bases and all documents or other evidence which support the claim(s).
3. Describe all defenses or offsets Yusuf has or may have with regard to the claims of plaintiff, and for each, describe all factual bases and all documents or other evidence which support them.
4. Describe all physical evidence other than documents, which supports Yusuf's defenses or counterclaims that Yusuf believes he could assert in this case.
5. Name and describe all attorneys, financial consultants, investment advisors, accountants, bookkeepers or realtors paid more than \$1000 by you, any member

of your family, any corporation or entity in which you have any interest for work done for the Y & S Corporation during the relevant time period.

6. Name, address and describe all attorneys, financial consultants, investment advisors, accountants, bookkeepers or realtors paid more than \$1000 by you, any member of your family, any corporation or entity in which you have any interest for work done for R & F Condominium, Inc. during the relevant time period.
7. Describe what happened with the following Y & S Corporation properties, recorded at Office of the Recorder of Deeds St. Thomas/St. John, no. 6401/1994 and no. 6408(A)/1994.
8. Describe the gist of any conversations you had with Hisham Hamed for the sale of his stock in the Y & S Corporation to Hakim Salem, including, but not limited to, any remuneration Hisham Hamed would receive for the sale of his stock and the reason why you were named the Seller's nominee to receive the \$900,000 for the sale of the Y & S Corporation stock.
9. Describe all funds or other valuable consideration received by you or any other person or entity from the sale of Y & S Corporation stock belonging to Hisham Hamed and Nejeh Yusuf, as referenced in HAMD601620-HAMD601624.
10. Describe the present disposition and or location of all funds or other valuable consideration received by you or any other person or entity from the sale of Y & S Corporation stock belonging to Hisham Hamed and Nejeh Yusuf, as referenced in HAMD601620-HAMD601624.

11. Describe your relationship to Hisham Hamed with regard to his funds or other valuable consideration received by you or any other person or entity from the sale of Y & S Corporation stock as referenced in HAMD601620-HAMD601624.

**VERIFICATION OF RESPONSES**

DATED:

\_\_\_\_\_  
FATHI YUSUF

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2016

\_\_\_\_\_  
NOTARY PUBLIC

**Dated:** January 4, 2016

\_\_\_\_\_  
**Joel H. Holt, Esq.**  
*Counsel for Plaintiff*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
(340) 773-8709

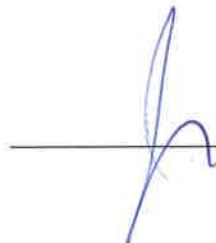
**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Plaintiff*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820

**CERTIFICATE OF SERVICE**

I hereby certify that on the 4<sup>th</sup> of January 2016 a true and accurate copy of the foregoing was served by email, as agreed by the parties, on:

**Gregory Hodges**  
Dudley, Topper and Feuerzeig  
1000 Frederiksberg Gade – Box 756  
St. Thomas, VI 00804

**Nizar A. DeWood**  
The Dewood Law Firm  
Eastern Suburb, Suite 101  
Christiansted, VI 00820

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**Attachment**  
**Request for Interrogatories**



## AGREEMENT OF SALE OF STOCK

This Agreement is entered this 15<sup>th</sup> day of June 2000, by and between Hisham Hamed and Najah Yusef of 9-C Princess Hill, St. Croix, United States Virgin Islands (hereinafter referred to as "Seller") and Hakima Salem of 2E & 2F Estate Annas Retreat, St. Thomas, United States, Virgin Islands (hereinafter referred to as "Buyer" ).

**WHEREAS**, Hashim Hamed, Najah Yusef and Hakima Salem are the holders and registered owners of 100 % of the issued and outstanding shares of Y & S Corporation.; and

**WHEREAS**, Hisham Hamed and Najah Yusef, desire to sell and transfer all of their 1,000 shares of Y & S Corporation, to the Buyer pursuant to the obligations expressed in the shareholder agreement entered on September 20,1994; and

**WHEREAS**, the Buyer is ready, willing and able to purchase the referenced stock pursuant to the terms of the shareholders agreement dated September 20,1994 and in accord with the terms hereinafter provided;

**NOW, therefore, in consideration of the promises and conditions hereinafter set forth and heretofore and hereinafter expressed the seller and buyer agree as follows:**

1. **Seller agrees to sell and transfer 1000 shares of common stock of Y & S Corporation, Inc. representing all of seller's stock ownership interest in that corporation, into escrow and after final payment, to register such transfer of shares upon the books of the corporation.**

2. **In consideration of the transfer of its 1000 shares of Y & S Corporation, Inc., Buyer agrees to pay to seller's nominee, Mr. Fathi Yusef of 9-C Princess Hill, St. Croix the sum of Nine Hundred Thousand (\$ 900,000.00) Dollars.**

3. **Price: The amount due and payable hereunder shall be paid over a period of four (4) years in four equal yearly installments, of Two Hundred and Twenty Five Thousand (\$225,000.00) Dollars. The first installment shall become due on January 15, 2001, and the remaining installments shall become due on January 15, 2002, January 15, 2003, and January 15, 2004.**

4. **Interest: The installments due hereunder shall accrue interest on the outstanding balance at a rate of twelve percent (12%) per annum until the entire balance is paid in full. Payment of interest is waived provided payment of each installment due is made within 30 days of the due date for such installment. In the event that an installment is late, the interest payable or accruable to the date of the late payment shall be paid to the IQRA School in St. Croix, United States Virgin Islands. Further, in the event of default, as default is defined hereunder, all interest accruable under this agreement shall be payable to the IQRA School.**

5. **Default: It shall be a default under this agreement if Buyer shall fail to pay principal payments in the amount of Four Hundred Fifty Thousand (\$450,000.00) Dollars on or**

before January 15, 2002 and the grace period herein provided. It shall also be a default if Buyer shall fail to make timely payment of installments due on January 15, 2003 or January 15, 2004 within the allotted grace period. In the event that Buyer shall default as such term is defined herein, the seller may accelerate the remaining indebtedness, making the entire amount then outstanding, immediately due and payable. Upon acceleration and notice thereof, Buyer shall pay the entire principal balance then outstanding to the Seller's Nominee, Fathi Yusef and shall pay any and all accrued interest to the IQRA School.

6. Escrow: The stock sold under this agreement shall be endorsed by the sellers to the Buyer and such stock shall be held in Escrow by Robert L. King, Esq. until all payments due hereunder have been paid to the Seller's Nominee. Robert L. King, as escrow agent shall deliver the stock certificates sold hereunder to the Buyer within 30 days of receipt of written notice from seller that the entire purchase price has been paid in full. The corporation shall immediately thereafter cause the transfer of shares to be registered upon the books of the corporation. If Buyer shall default in making the payments as required by this agreement within the grace periods provided, and such default is not cured within 60 days after such default, then escrow agent may return said stock certificates to the seller or seller's nominee without recourse from either Buyer or Seller. Both Buyer and Seller agree to hold escrow agent harmless from all manner of cost and liability as a result of escrow agent's attempt to perform his functions under this agreement. In the event of a dispute over who should lawfully possess the stock certificates, escrow agent may, but is not required to, refuse to deliver the certificates to either Seller or Buyer and may hold the same pending a decision by an arbitrator. The arbitrator's decision shall be final and binding on the parties. Escrow agent shall act in accord with the

arbitrator's decision, notwithstanding any actual or proposed appeal by the non-prevailing party. Upon delivery of the stock certificates pursuant to arbitrator's decision or discretionary delivery to the seller, the escrow agent shall be discharged of his duties.

7. Arbitration. The Parties agree that any claim or dispute between them or against any agent, employee, successor, or assign of the other, whether related to this agreement or otherwise, and any claim or dispute related to this agreement or the relationship or duties contemplated under this contract, including the validity of this arbitration clause, shall be resolved by binding arbitration by the National Arbitration Forum, under the Code of Procedure then in effect. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, Mn. 55405. This agreement shall be interpreted under the Federal Arbitration Act.

8. Buyer shall have the right from the date hereof to act, with respect to the certificates sold with all authority of the actual owner of such certificates except that the buyer may not sell such stock certificates unless the proceeds of such sale are first applied to reduce the indebtedness to the Seller.

9. Any and all bank accounts presently in the name of the corporation shall remain the property of the corporation and any claim of entitlement which could be made by seller to such accounts is hereby waived.

10. Any and all obligations of the corporation, including but not limited to, income tax; real property tax; condominium fees; insurance, employment taxes or social security shall remain the obligation of the corporation and buyer shall hold seller harmless from each and every such obligation. Buyer further agrees to hold seller harmless of and from

liability of every kind and nature which is related to or derived in whole or part from the existence of Y & S Corporation, Inc.

11. In the event that Buyer shall sell any of the assets of Y & S Corporation, Inc. before the entire balance has been paid in full, the amount so received shall be first applied to liquidate the balance to the seller.

DATED: June 15, 2000

Rufiq Ali Saif  
WITNESS

HISHAM NAMED

Fauziah Yusoff  
WITNESS

NAJAH YUSUF

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WITNESS

Officer Board  
WITNESS

HAKIMA SALEM