

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

<p>MOHAMMAD HAMED, <i>Plaintiff,</i></p> <p>v.</p> <p>UNITED CORPORATION, <i>Defendant.</i></p>	<p>Case No.: 2014-SX-CV- 287</p> <p>ACTION FOR DAMAGES AND DECLARATORY RELIEF</p>
--	--

**NOTICE OF FILING
FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS
TO DEFENDANT UNITED CORPORATION**

Comes now the Plaintiff, by counsel, and hereby gives notice of filing Request for
Production of Documents on Defendant, United Corporation

Dated: January 28, 2016



Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709
holtvi@aol.com

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

CERTIFICATE OF SERVICE

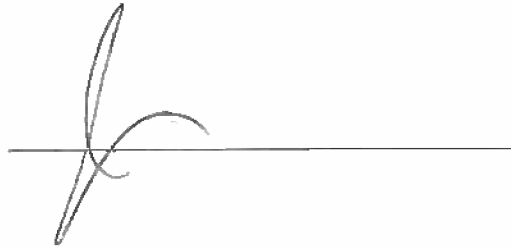
I hereby certify that on the 28th of January 2016 a true and accurate copy of the foregoing was served by email, as agreed by the parties, on:

Gregory Hodges

Dudley, Topper and Feuerzeig
1000 Frederiksberg Gade – Box 756
St. Thomas, VI 00804
ghodges@dtflaw.com

Nizar A. DeWood

The Dewood Law Firm
Eastern Suburb, Suite 101
Christiansted, VI 00820
nizar@dewood-law.com

A handwritten signature in black ink is positioned above a solid horizontal line. The signature is stylized and appears to be the name 'Nizar A. DeWood'.

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

<p>MOHAMMAD HAMED, <i>Plaintiff,</i></p> <p style="text-align:center">v.</p> <p>UNITED CORPORATION, <i>Defendant.</i></p>	<p style="text-align:right">Case No.: 2014-SX-CV- 287</p> <p style="text-align:center">ACTION FOR DAMAGES AND DECLARATORY RELIEF</p>
--	--

**PLAINTIFF MOHAMMAD HAMED'S
FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS
TO DEFENDANT UNITED CORPORATION**

Plaintiff Hamed, by counsel, propounds the following first request for production of documents pursuant to Rule 26(d)(2) and 34 of the Federal Rules of Civil Procedure as well as Local Rule 22 on defendant United Corporation.

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. If the Defendant lacks information to respond to a particular request for production, in whole or in part, Defendant shall state or identify: a) the currently available information; b) any currently unavailable information; c) the efforts Defendant has taken, or will take, to obtain the currently unavailable information; and d) when the Defendant expects to obtain this information. Further, if the

Defendant believes that any other individual or entity may have information that responds to a specific request, in whole or in part, the Defendant shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information the Defendant believes the entity or individual possesses.

3. Whenever in these requests for production the Defendant is directed to produce or "identify" a "document," the Defendant shall, besides providing the document itself (if asked to produce), state or identify the following: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient (both addressee and recipients of copies); d) the document type (e.g., letter, memorandum, report, etc.); e) the document title; f) the document's control number or Bates number; and g) the name, address and telephone number of the document's custodian.
4. If the Defendant no longer possesses any document the Defendant requests, the Defendant shall state or identify: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient; d) the document type (e.g., letter, memorandum, report, etc.); e) what was done with the document; f) the name, address and telephone number of each individual responsible for, or otherwise involved with, transferring or disposing of the document; and g) reason(s) the document was disposed of or transferred; and h) the name, address and telephone of the document's custodian, if known.

5. 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.
6. If the Defendant redacts anything from a document it produces in response to these requests for production, the Defendant shall state or provide the following: a) a summary of the deleted information; b) the reason(s) for deleting the information; and c) the name, address and telephone number of each person responsible for, or otherwise involved with, deleting the information.
7. The Defendant shall respond to each of these requests for production to the fullest extent possible, and in good faith, preserving any valid objections the Defendant may have. The Defendant may further ask the Defendant's attorney to clarify or limit any request for production Defendant believes is vague or unduly burdensome.
8. 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.

9. Whenever these requests for production use any word in the masculine, the Defendant shall understand the word to include the feminine as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the feminine, the Defendant shall understand the word to include the masculine as necessary to make the request for production inclusive rather than exclusive.
10. Verbs written in the present tense shall also be taken to mean and include the past. Verbs written in the past tense shall also be taken to mean and include the present.
11. 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.
12. The parties have consented, pursuant to Fed. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action including discovery requests and responses.

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.

"Enfield Green properties" shall mean the following properties:

Plot 3-A Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 0.067 U.S. acres, as more fully shown on OLG 3173-004 dated 06/16/1975 and revised 03/16/1987

Plot 3-8 Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 0.784 U.S. acres, as more fully shown on OLG 3173-004 dated 06/16/1975 and revised 03/16/1987

Plot 4 Estate Enfield Green, Prince Quarter, U.S. Virgin Islands, consisting of 125.995 U.S. acres, as more fully shown on OLG 2650 dated 08/27/1969 and revised 02/25/2000.

"Hamed" shall mean the plaintiff Mohammad Hamed.

"Relevant time period" means 2012 to the present.

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

"Yusuf" shall mean Fathi Yusuf.

REQUESTS

1. All documents related to the \$2,784,706.25 withdrawal by Yusuf from an operating account of the Plaza Extra Stores in August 2012.
2. All documents showing all or a portion of the \$2,784,706.25 related to the deposit of those funds into a United account.
3. All documents showing all or a portion of the \$2,784,706.25 related to the deposit into any account **other than** United.
4. All title searches and analysis for properties contemplated for purchase using the \$2,784,706.25 withdrawn by Yusuf and/or the Yusuf family from the operating accounts of the Plaza Extra Stores in August 2012. This includes, but is not limited to, the Enfield Green properties.

5. All closing documents for any property purchased using the \$2,784,706.25 withdrawn by Yusuf and/or the Yusuf family from the operating accounts of the Plaza Extra Stores in August 2012. This includes, but is not limited to, the Enfield Green properties.
6. All deeds for any property purchased using the \$2,784,706.25 withdrawn by Yusuf and/or the Yusuf family from the operating accounts of the Plaza Extra Stores in August 2012. This includes, but is not limited to, the Enfield Green properties.
7. All documents related to the purchase of business or businesses using the \$2,784,706.25 withdrawn by Yusuf and/or the Yusuf family from the operating accounts of the Plaza Extra Stores in August 2012 that were purchased in United's name.
8. All documents related to the purchase of business or businesses using the \$2,784,706.25 withdrawn by Yusuf and/or the Yusuf family from the operating accounts of the Plaza Extra Stores in August 2012 that were *not* purchased in United's name.
9. All documents related to the purchase of anything else besides property or business or businesses using the \$2,784,706.25 withdrawn by Yusuf and/or the Yusuf family from the operating accounts of the Plaza Extra Stores in August 2012.
10. All documents supporting defendant United Corporation's contention in its counterclaim that
 14. Pursuant to a letter dated August 15, 2012 to Hamed written on behalf of Yusuf, notice was given to Hamed that Yusuf would be withdrawing the sum of \$2,784,706.25 from United's operating account for the Plaza Extra Stores. As explained in the letter, attached as Exhibit A, that amount represented the sum of \$1,600,000 (the reconciled receipts tabulated from the Plaza Extra - East safe prior to the FBI raid). . .

11. All documents supporting defendant United Corporation's contention in its counterclaim that

14. Pursuant to a letter dated August 15, 2012 to Hamed written on behalf of Yusuf, notice was given to Hamed that Yusuf would be withdrawing the sum of \$2,784,706.25 from United's operating account for the Plaza Extra Stores. As explained in the letter, attached as Exhibit A, that amount represented . . . \$1,095,381.75 (reflected in additional attached receipts that had not been examined by Maher Yusuf and Mufeed Hamed shortly before the FBI raid). . .

12. All documents supporting defendant United Corporation's contention in its counterclaim that

14. Pursuant to a letter dated August 15, 2012 to Hamed written on behalf of Yusuf, notice was given to Hamed that Yusuf would be withdrawing the sum of \$2,784,706.25 from United's operating account for the Plaza Extra Stores. As explained in the letter, attached as Exhibit A, that amount represented . . . 50% of the balances in two foreign bank accounts containing money from the Plaza Extra Stores.

13. All documents supporting defendant United Corporation's counterclaim that

18. United is entitled to a judgment declaring that it has no liability or obligation to Hamed whatsoever with respect to any withdrawal made by Yusuf from the Plaza Extra Stores and that Hamed's notice of lis pendens filed in this case must be discharged of record.

14. All documents supporting defendant United Corporation's counterclaim that

20. In recording the lis pendens in this matter, see Exhibit A to the Complaint, Hamed published false statements, namely, that he has valid claims affecting title to United's property and that United does not hold clear, legal title to such property.

15. All documents supporting defendant United Corporation's counterclaim that

21. Hamed's publication is harmful to United's interest in the property and was made by Hamed with either the intent to harm United or with recognition that it was likely to do so.

16. All documents supporting defendant United Corporation's counterclaim that

22. Hamed knew that the statements published in his notice of lis pendens were false and misleading or acted in reckless disregard of the falsity of such statements.

17. All documents supporting defendant United Corporation's counterclaim that

23. As a result of Hamed's slander of title, United has suffered loss including, but not limited to, impairment of vendibility or value caused by Hamed's disparagement, carrying costs for the property, and the expense United has incurred and will continue to incur to counteract Hamed's false publication.

18. Documents supporting any and all claims you may have against any third party for any type of relief related to the allegations in this case, including but not limited to, money damages.

19. Documents supporting all defenses or offsets you have or may have with regard to the claims of plaintiff.

20. All documents referencing or related to EG Property, Inc. for the relevant time period.

Dated: January 28, 2016



Joel H. Holt, Esq.
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
(340) 773-8709
holtvi@aol.com

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

CERTIFICATE OF SERVICE

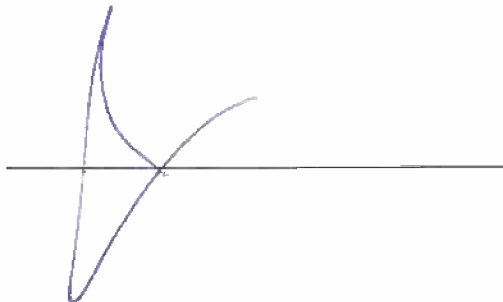
I hereby certify that on the 28th of January 2016 a true and accurate copy of the foregoing was served by email, as agreed by the parties, on:

Gregory Hodges

Dudley, Topper and Feuerzeig
1000 Frederiksberg Gade – Box 756
St. Thomas, VI 00804
ghodges@dtflaw.com

Nizar A. DeWood

The Dewood Law Firm
Eastern Suburb, Suite 101
Christiansted, VI 00820
nizar@dewood-law.com

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'Nizar A. DeWood'.