

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

**HISHAM HAMED, individually, and  
derivatively, on behalf of SIXTEEN PLUS  
CORPORATION,**

*Plaintiff,*

v.

**FATHI YUSUF, ISAM YOUSUF and  
JAMIL YOUSEF**

*Defendants,*

and

**SIXTEEN PLUS CORPORATION,**

*a nominal Defendant.*

**Case No.: 2016-SX-CV-650**

**DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES  
AND CICO RELIEF**

**JURY TRIAL DEMANDED**

**PLAINTIFF HISHAM HAMED'S FIRST REQUEST  
FOR THE PRODUCTION OF DOCUMENTS TO DEFENDANT JAMIL YOUSEF**

Plaintiff Hamed, by counsel, propounds the following first request for production of documents pursuant to Rule 26(d)(2) and 34 of the *Virgin Islands Rules of Civil Procedure* (V.I. R. CIV. P.) on the Defendant.

**INSTRUCTIONS**

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

1. The obligations imposed by V.I. R. CIV. P. 26 and 34 are hereby incorporated, including, but not limited to, the duty to supplement imposed by V.I. 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 for 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.

### **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 for 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.

"Jamil Yousef" shall also refer to "Jamil Yousuf" as well, as this Defendant has indicated his name has been misspelled in the First Amended Complaint, which will be corrected by amendment shortly.

## **REQUESTS**

### **Document Request No. 1:**

All written communications between you and Fathi Yusuf since 2008 regarding any matters related to United Corporation, Sixteen Plus, Manal Mohammad Yousef or anything to do with Manal Mohammad's loan to Sixteen Plus as evidenced by the Promissory Note attached as **Exhibit 1**.

**Response:**

**Document Request No. 2:**

All written communications between you and Isam Yousuf since 2008 regarding any matters related to United Corporation, Sixteen Plus, Manal Mohammad Yousef or anything to do with Manal Mohammad's loan to Sixteen Plus as evidenced by the Promissory Note attached as **Exhibit 1**.

**Response:**

**Document Request No. 3:**

All written communications between you and any family members of Fathi Yusuf since 1996 regarding any matters related to United Corporation, Sixteen Plus, Manal Mohammad Yousef or anything to do with Manal Mohammad's loan to Sixteen Plus as evidenced by the Promissory Note attached as **Exhibit 1**.

**Response:**



**Document Request No. 4:**

All written communications with any person affiliated with or representing Sixteen Plus since 2008.

**RESPONSE:**

**Document Request No. 5:**

All written communications with anyone regarding the preparation and execution of the Power of Attorney attached hereto as **Exhibit 2**.

**Response:**

**Document Request No. 6:**

All communications with any attorney in St. Martin regarding the collection of the Promissory Note attached hereto as **Exhibit 1**, including but not limited to the attorney who sent the letter attached hereto as **Exhibit 3**.

**Response:**

**Document Request No. 7:**

All communications with Kye Walker since 2015.

**Response:**

**Document Request No. 8:**

All communications with any lawyer working for the law firm of Dudley, Topper and Feuerzeig, the law firm representing Defendant's Fathi Yusuf, since 2012.

**Response:**

**Document Request No. 9:**

Please provide all documents showing residential addresses you know or believe Manal Yousef physically resided at for more than 1 month from 1990 to present.

**Response:**

**Document Request No. 10:**

Complete copies of all passports issued to you by any country since 1996, whether current or expired.

**Response:**

**Document Request No. 11:**

All documents showing residential addresses you physically resided at for more than 1 month from 2008 to present.

**Response:**



**Document Request No. 12:**

Please provide all documents, including but not limited to any powers of attorney between Manal Yousef and yourself that would allow you to hold yourself out as her agent.

**Response:**

**Document Request No. 13:**

Please provide all documents showing any transfers of funds to you since 2008 from Fathi Yusuf or any of his family members.

**Response:**

**Document Request No. 14:**

Please provide all documents referenced, reviewed or used to prepare your answers to your first set of interrogatory responses in this case.

**Response:**

**Dated:** July 12, 2017



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**Joel H. Holt, Esq. (Bar # 6)**  
*Counsel for Plaintiffs*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709  
Fax: (340) 773-8677

**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Defendants*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com

## CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on this July 12, 2017, I served a copy of the foregoing by mail and email, as agreed by the parties, on:

**Greg Hodges, Esq.**

**Stefan Herpel, Esq.**

**Lisa Komives, Esq.**

Law House, 10000 Frederiksberg Gade

P.O. Box 756

St. Thomas, VI 00804-0756

Tel: (340) 774-4422

ghodges@dtflaw.com

sherpel@dtflaw.com

lkomives@dtflaw.com

**James L. Hymes, III, Esq.**

V.I. Bar No. 264

P.O. Box 990

St. Thomas, VI 00804-0990

Tel: (340) 776-3470

Fax: (340) 775-3300

jim@hymeslawvi.com

**Kevin A. Rames, Esq.**

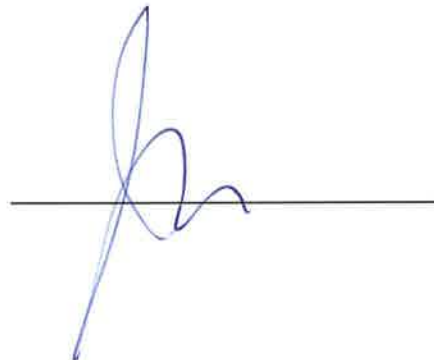
2111 Company Street, Suite 3

Christiansted, VI 00820

Tel: (340) 773-7284

Fax (340) 773-7282

kevin.rames@rameslaw.com

A handwritten signature in blue ink is written over a horizontal black line. The signature is stylized and appears to be the name 'Kevin A. Rames'.

# EXHIBIT 1

\$4,500,000

September 15, 1997  
St. Croix, U.S.V.I.

**PROMISSORY NOTE**

FOR VALUE RECEIVED, Sixteen Plus Corporation ("Maker") promises to pay to the order of Manal Mohamad Yousef ("Holder") of 25 Gold Finch Road Pointe Blanche, St. Martin, N.A.;, or such other place as Holder may designate to Maker in writing from time to time, the principal sum of Four Million, Five Hundred Thousand Dollars (\$4,500,000) together with interest at 8% per annum in lawful money of the United States of America.

Such indebtedness shall be paid as follows:

Payments of interest only (\$360,000 per year) will be made on the anniversary of the date of this note for five years, with payment of the full principal due five years from the date of this note.

This Note is secured by a first priority mortgage ("Mortgage"), dated of even date, in favor of the Holder encumbering certain real property known as:

**SEE EXHIBIT A**

In further consideration for this loan, Maker agrees to pay to Holder 20% of the net profit received from the sale of the property described in Exhibit A at the time of sale.

Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

Principal Balance		then applicable		number of days
Outstanding on Note	x	prime rate of	x	between date
		<u>interest plus 1/2%</u>		installment due
				and date
	365			installment
				received.

All payments received by Holder shall be applied as follows: first, to any unpaid late fees, costs and expenses; second, to any unpaid accrued interest; and finally, the balance, if any, to principal.

This Note may be prepaid in whole or in part at any time without penalty or premium. Partial prepayments shall be applied as set forth herein and shall not cause a change in the due date or amount of the installments unless otherwise agreed by the Holder in writing.

It is hereby expressly agreed that should any default be made in the payment of principal and interest as stipulated above, and if such monetary default remains uncured for a period of fifteen (15) days, or if there is any default in any of the terms and conditions of the Mortgage, subject to the Notice provision, if any, in said instrument, then a default shall exist hereunder, and in such event the principal indebtedness evidenced hereby, and any other sums advanced or

*Handwritten initials*



295-1413

due hereunder or under the Mortgage, at the option of the Holder without notice or demand, at once become due and payable and may be collected forthwith, and the entire unpaid principal balance of this Note shall thereafter bear interest at a per annum rate equal to eighteen percent (18.0%) per annum simple interest. A default shall be cured hereunder only upon the occurrence of the following:

- Payment of the sum and/or performance of the obligation which was the basis of the default; and
- Payment of all sums (including late fees and subsequent installments) and/or performance of all obligations which have become due hereunder as of the date of cure.

In the event this Note, or any part thereof, is collected by or through an attorney-at-law, Maker agrees to pay all costs of collection including, but not limited to, attorney's fees and court costs. Any notice sent in connection with this Note shall be sent in compliance with the notice provisions contained in the Mortgage.

Presentment for payment, demand, protest, notice of demand, protest and non-payment are hereby waived by Maker.

This Note is intended as a contract under and shall be construed, interpreted, and enforceable in accordance with the laws of the United States Virgin Islands.

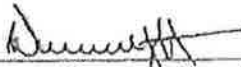
As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary actions of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

IN WITNESS WHEREOF, Maker has caused this Note to be executed by its duly authorized officer effective the date first above written.

DATED: 9/15/97

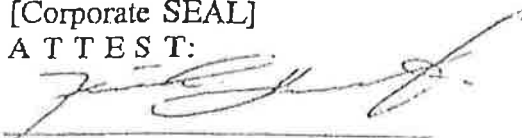
MAKER:

SIXTEEN PLUS CORPORATION

  
Waleed Hamed, President

[Corporate SEAL]

A T T E S T:

  
Fathi Yusuf, Secretary





## EXHIBIT A

1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 46A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Cane Garden, of approximately 2.0867 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Minde, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3095 U.S. Acres.
6. Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.9965 U.S. Acres.
8. Remainder Matr. 32A, Estate Granard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Granard of approximately 14.9507 U.S. Acres.
10. Remainder Matr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 5.8662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9368 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.5484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres."
16. Road Plot No. 41, Estate Granard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.

*AA*

# EXHIBIT 2

REAL ESTATE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A., have made, constituted and appointed and by these presents do make, constitute and appoint Fathi Yusuf, of P. O. Box 503358, St. Thomas, VI 00804, my true and lawful attorney ["Attorney"], for me and in my name, place and stead, and on my behalf, and ~~for~~ my use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgage/Lender in the real property located on St. Croix, U.S. Virgin Islands, the legal description of which is attached hereto as Exhibit A.

Said acts and things include, but are not limited to all of those powers enumerated in Title 15, Virgin Islands Code, Uniform Power of Attorney Act § 5-604, the execution and delivery of any and all documents such as a Release, Ratification, Assignment, Closing Statement, contracts, affidavits, and any other documents necessary to do all acts related to my interest in said property, including prosecuting foreclosure in my name, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue thereof.

The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

WITNESSETH:

*[Handwritten signature]*

*[Handwritten signature]*  
MANAL MOHAMAD YOUSEF

*[Handwritten signature]*

EXHIBIT



EXHIBIT  
2



### EXHIBIT A

1. Parcel No. 8, Estate Case Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 4A, Estate Case Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Case Garden, of approximately 2.0987 U.S. Acres.
4. Road Plot No. 11, Estate Case Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Everts Retreat, Mstr. No. 57B of Company Quarter and Peter's House, Mstr. No. 37A and 57BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 41.3095 U.S. Acres.
6. Remainder Mstr. 32B, Estate Case Garden of approximately 48.5173 U.S. Acres.
7. Parcel No. 9 Estate Case Garden, of approximately 11.9063 U.S. Acres.
8. Remainder Mstr. 32A, Estate Orchard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Orchard of approximately 14.9507 U.S. Acres.
10. Remainder Mstr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 5.9682 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9383 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.3484 U.S. Acres.
15. Road Plot No. 12, Estate Case Garden, of approximately 0.6251 U.S. Acres.
16. Road Plot No. 11, Estate Orchard, of approximately 0.4251 U.S. Acres.
17. Road Plot No. 9, Estate Diamond, of approximately 0.8510 U.S. Acres.




28<sup>th</sup> Feb  
 2010  
 and entered in Registrar's Book for the  
 Office of the Registrar, State of Florida  
 at Tallahassee, Florida  
 11:57 AM Feb 27 2010; 3054306  
*[Signature]*  
 Registrar



التجديدات  
RENEWALS

RENEWALS

توقيع صاحب الجواز  
SIGNATURE OF HOLDER

	نوع الوثيقة Passport	نوع الوثيقة P	رقم الوثيقة JOR	رقم الوثيقة T518558
الاسم MANAL MOHAMMAD YOUSEF MOHAMMAD				
تاريخ الميلاد 1989			مكان الميلاد AMMAN	
تاريخ انتهاء الصلاحية 21 MAY 2006			مكان الميلاد MASOUBEH	
تاريخ انتهاء الصلاحية 20 MAY 2013			مكان الميلاد AMMAN	

Non Machine Readable

غير مقروء آليا

  
E.E. GHISHA, B.A., LL.M.  
CIVIL LAW SOLICITOR

# **EXHIBIT 3**





**BZSE**  
Attorneys at Law | Tax Lawyers

Sixteen Plus Corporation  
4 C & D Sion Farm .  
Christiansted  
St. Croix 00820, U.S.V.I.

Per Courier

St. Maarten, December 12, 2012

Ref.: Manal Mohamad Yousef / Collection loan

Dear Sir, Madame,

My client Manal Mohamad Yousef requested me to inform you of the following.

As it appears from documents in my possession your company owes client an amount of no less than US\$ 14,612,662.23 (Fourteen Million Six Hundred Twelve Thousand Six Hundred Sixty Two United States Dollars and Twenty Three Dollar Cent), for both principle and interest, based on a promissory note between client and your company dated September 15, 1007 and a First Priority Mortgage dated February 22, 1999. Apart from this your company owes client at least an amount of US\$ 3,000,000.00 for late penalties.

Client is no longer willing to accept your negligent payment behavior and hereby summons you to pay off the entire debt mentioned, to the total of US\$ 17,612,662.23, to client within two (2) weeks from the postdating of this letter. Failure to comply therewith shall result in legal measures taken against your company forthwith, the costs of which will be for your account only.

Sincerely yours,



Jelmer G. Snow

