IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

WALEED HAMED and KAC357, INC.,	)	
	)	**CIVIL NO. SX-16-CV-429**
Plaintiffs,	)	
v.	)	
	)	**ACTION FOR DAMAGES**
BANK OF NOVA SCOTIA, d/b/a SCOTIABANK, FATHI YUSUF, MAHER YUSUF, YUSUF YUSUF, and UNITED CORPORATION,	)	
	)	
Defendants.	)	**JURY TRIAL DEMANDED**
	)	

PLAINTIFF HAMED'S FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO THE YUSUF DEFENDANTS

The Plaintiffs, through 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, and requests the production of documents within thirty (30) days as per the Order of the Court dated October 31, 2017.

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.

12. The parties have consented, pursuant to V.I. 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 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.

REQUESTS

1. Paragraph 6 of the First Amended Complaint ("FAC") provides and the Yusufs denied:

> 6. Defendant Maher Yusuf is an adult resident of St. Croix. He is and at all times relevant to this Complaint has been the President, a director and a shareholder of United Corporation. The Superior Court determined **Maher Yusuf lied under oath in live testimony before the Court about what he had done with $2.7 million of the funds he took out of the joint Partnership account**.

Produce any and all documents or other evidence that supports the proposition, ignoring the term "lied", that "Maher Yusuf did not make a factual misstatement with regard to what had been done with the $2.7 million on the first day of that hearing," and that he was under oath what that testimony was given to the court.

2. Paragraphs 10-15 Verified First Amended Complaint ("VFAC") provide

> 11. In addition to being a shareholder, Plaintiff Hamed is now the Vice-President of Plessen, and has been at all times relevant to this case.
>
> 12. In 2013 and at all times relevant to the claims herein, Plaintiff Hamed's father, Mohammad Hamed, who passed away in 2016, was a shareholder, director and the President of Plessen.
>
> 13. In addition to being a shareholder, Fathi Yusuf is now and always has been the Secretary-Treasurer of Plessen.
>
> 14. No Yusuf is now or ever has been the President or Vice-President of Plessen.
>
> 15. The original three directors of Plessen, as they are listed in the formative corporate documents, were: Fathi Yusuf, Mohammad Hamed and Waleed Hamed.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

3. Paragraphs 16-20 of the Verified First Amended Complaint ("VFAC") provide

> 16. Fathi Yusuf has correctly asserted under oath in sworn, court-filed documents that until April of 2014 there had never been a meeting of the shareholders or directors of Plessen after the original formation meeting.
>
> 17. Thus, there was no such meeting altering the maximum number of directors (3) or the makeup of that Board.
>
> 18. There are no meeting minutes from any Plessen Board meeting altering the maximum number of directors (3) or the makeup of that Board.
>
> 19. There has never been a written consent of the directors of Plessen altering the maximum number of directors, which is three.
>
> 20. There has never been a written consent of the directors of Plessen altering the makeup of the Board of Directors.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

4. Paragraphs 21-22 of the Verified First Amended Complaint ("VFAC") provide

> 21. Plessen opened a bank account with BNS in 1997.
>
> 22. At that time, in 1997, the only officers and directors of Plessen were Fathi Yusuf (Secretary-Treasurer), Mohammad Hamed (President) and Waleed Hamed. (Vice-President).

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

5. Paragraphs 23-25 of the Verified First Amended Complaint ("VFAC") provide

> 23. In the contractual documents establishing the banking relationship between Plessen and BNS in 1997, there was no waiver of the right to a jury trial with regard to dealings between Plessen and BNS.

24. In the contractual documents establishing the banking relationship in 1997, there was no waiver of any right of Plessen to make claims against BNS for tort or negligence.

25. In the contractual documents establishing the banking relationship in 1997, there was no provision that BNS could unilaterally alter the contractual relationship between the parties by simply typing new contractual provisions onto the face of routine banking forms it supplied for use by customers such as Plessen.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

6. Paragraphs 26-27 of the Verified First Amended Complaint ("VFAC") provide

26. In the contractual documents establishing the banking relationship in 1997, there was no provision that "signors" on the account could, without Board approval or approval of the President of Plessen, agree to changes in the contractual relationship between the parties.

27. At the time the banking relationship was established in 1997, BNS required the submission of the Plessen corporate Articles and Bylaws which listed the officers of the corporation - and required updated copies thereafter. Plessen supplied those to BNS originally and as requested later.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

7. Paragraphs 28-30 of the Verified First Amended Complaint ("VFAC") provide

28. In the contractual documents establishing the banking relationship in 1997, there was no provision that BNS could unilaterally alter the contractual relationship between the parties by documents not signed by both parties, without consideration and without notice that the contractual relationship was being modified.

29. At no time after the initial contractual documents establishing the banking relationship, did Plessen ever negotiate for any contractual modification of the right to a jury trial or waiver of any claims for tort or negligence as to dealings between Plessen and BNS which modification was: (1) identified as a modification of the contractual relationship, (2) signed by both Plessen and BNS and (3) altered the parties' positions for consideration.

> 30. At no time after the initial contractual documents establishing the banking relationship, did Plessen ever enter into any contractual modification of the right to a jury trial or waiver of any claims for tort or negligence as to dealings between Plessen and BNS which modification was: (1) identified as a modification of the contractual relationship, (2) was signed by both Plessen and BNS and (3) altered the parties' positions for consideration.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

8. Paragraphs 31-34 of the Verified First Amended Complaint ("VFAC") provide

> 31. At the time of the initial contractual documents establishing the banking relationship in 1997, there was a signature card created on April 23, 1997 (the "1997 Signature Card").
>
> 32.Three signors appeared on that 1997 Signature Card - one of whom was Waleed Hamed.
>
> 33.To transact on the Plessen account, the 1997 Signature Card required only one authorized signor's signature on a check, which could be any of the three authorized signatories. See Exhibit 1 [of the VFAC].
>
> 34.Thus, Waleed Hamed was identified as an authorized signor on the 1997 Signature Card - and could negotiate a check on the account with his signature alone.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

9. Paragraphs 40-43 of the Verified First Amended Complaint ("VFAC") provide

> 40. At some time after August 17, 2009, three forgeries were created by members of the Yusuf family.
>
> 41. The three forgeries were as follows: 1) an obviously altered, undated paper signature card bearing the titles and signatures of United's officers, not Plessen's - with a phrase requiring two family signatures clearly typed in at another time, with another font, 2) an undated information gathering form requiring two family signatures without a date on the final page that bears information related to United, not Plessen, and 3) the ONLY dated document related to the signature requirements, an allegedly dated information

> gathering form requiring two family signatures with a date on the final page
>
> 7 which the Yusuf have stated in Superior Court filings was in the bank's Plessen records as well. (These three items are referred to herein as the "Forged Plessen Banking Documents.")
>
> 42.The creation of these forgeries was part of the Yusuf/United Corporation attempt to steal the Hamed half of the Plaza Extra Supermarket Partnership assets, then valued in excess of $50 million, and to run the Hameds out of competition in the grocery business.
>
> 43. The creation or alteration of the first two of these forgeries somehow and their insertion into BNS' Plessen business file was done on specific dates known to the Yusufs but intentionally hidden from Plaintiff, and with specific intent and malice -- for the specific purpose of maliciously prosecuting Plaintiff Hamed and causing his criminal arrest.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

10. Paragraph 49 of the Verified First Amended Complaint ("VFAC") provides

> 49. At no time prior to March 27, 2013, did the computer-based retail signature card, or any other computer representation of the account signature card in the BNS computer system ever require "two signatures where one of the signatures had to be from the Hamed family and one had to be from the Yusuf family" with regard to the Plessen accounts.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

11. Hamed alleges that in 2012, Mike and Fathi Yusuf unilaterally moved $2.7 from the jointly accessible partnership account for the Plaza Extra Supermarkets to an account that only the Yusufs could draw from. Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

12. Judge Brady stated in footnote 9, page 19 or his April 25, 2013 decision that:

> With regard to the August 2012 diversion of more than $2.7 million by Mahar Yusuf, president of United, **to accounts inaccessible to Plaintiff, a real concern exists that continuing diversions will not be traceable**

> **as the Plaza Extra store have had no system of internal controls in existence** and, to date accounting for the businesses is not completed beyond June 2012. . . .

Produce any and all documents or other evidence that disprove or in any way contest either the finding of (1) the unilateral diversion to "accounts inaccessible to Plaintiff" or that (2) the Court expressed that there was a "real concern... that continuing diversions will not be traceable"; or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

13. Paragraphs 52-54 of the Verified First Amended Complaint ("VFAC") provide, in part,

> 52. . . .Waleed Hamed, acting on the instructions of the President and in his. . .capacity as the Vice-President of Plessen. . .signed a check removing $460,000 from the Plessen account.
>
> 53. BNS. . .cleared the $460,000 check and made payment.
>
> 54. There was no signature of a Yusuf family member on that check.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

14. Paragraphs 65-66 of the Verified First Amended Complaint ("VFAC") provide

> 65. Yusuf Yusuf has admitted in filings in the Superior Court that he met with one or more BNS employees between March 27, 2013 and May 17, 2013 to discuss the March 27, 2013 withdrawal.
>
> 66. . . .Mike Yusuf also met with one or more bank employees between March 27, 2013 and May 17, 2013 to discuss the March 27, 2013 withdrawal.

Produce any and all documents or other evidence that disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response. **Also produce any documents that reflect on, mention, were generated at or given to any of them at any meetings between Mike Yusuf, Nejef Yusuf or Fathi Yusuf and BNS between March and September of 2013.**

15. Paragraphs 67-68 of the Verified First Amended Complaint ("VFAC") provide

> 67. At the request the Yusufs, at that time BNS reviewed the signature cards in the retail signature computer datafile, as follows:

a. Five days after the Answer was filed, and after meeting with one or more of the Yusufs - on Friday May 10, 2013 at 11:47 a.m., internal records of BNS demonstrate that a bank employee went into the bank's computer system to review what was the valid signature card as of that date and printed out a record of having done so.
b. The file designator shown on that printout shows that the BNS system was used to review its "Retail Signature Card" datafile.
c. That the Valid Computer-based Signature Card as of March 27, 2013 reflected three signatures -- and no requirement of a signature from each of the two families.
d. The program/viewer shown on that printout as having been used to view that datafile is "BNS IAP."
e. The printer used to do the printout is shown as BNS's "hp deskjet 6122."
f . Both the computer time on-screen when the printout was done, and the printout date in the lower left corner of the document are the same: 11:47 a.m.
g. A paper copy of the screen print of the Valid Computer-based Signature Card as of March 27, 2013, was placed into the Plessen paper business file to reflect that such a search had been done on May 10th, 2016, and that it reflected the valid signature card as of that date.

68. A copy of that printed May 10, 2013 document was supplied by BNS to the Yusufs at that time - and the Yusufs were informed that it showed that at the time of the withdrawal the signature card in the retail signature system allowed Waleed Hamed to withdraw funds on a single signature.

Produce any and all documents or other evidence that prove, disprove or in any way support or contradict any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

16. Paragraphs 71-73 of the Verified First Amended Complaint ("VFAC") provide

71. . . . .on May 17, 2013 - United's President, Mike Yusuf, and his prior counsel met with and filed a criminal report with the VI Police Department alleging embezzlement of the $460,000 by Plaintiff Waleed Hamed.

72. The alleged embezzlement only concerned that March 27,2013 Plessen BNS check in the amount of $460,000, cleared by BNS.

73. The bases of the alleged embezzlement were (1) Mike Yusuf was a director of Plessen and (2) thus, the Hameds did not have a majority of the Plessen

> Board and that, therefore, (3) the Hameds lacked authority to withdraw the $460,000 because the evenly divided (2-2) Plessen Board had not agreed to the withdrawal.

Produce any and all documents or other evidence that prove or disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

17. Paragraph 76 of the Verified First Amended Complaint ("VFAC") provides

> 76. On that same date, the police were also provided with a document from Consumer Affairs that falsely purported to reflect that Mike Yusuf was a director of Plessen. However, the information had been provided to Consumer Affairs by the Yusufs, and had been entered into the Consume Affairs USVI online website by the Yusufs - through a website for which only the Yusufs, not the Hameds had the password. Thus, the information supplied by the Yusufs and printed out on that form was also fraudulent.

Produce any and all documents or other evidence that prove or disprove or in any way contest any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response. **In addition, as this is a Plessen account, provide the website address, username and password for that online account with Consumer Affairs, as wll as any document relating to its creation, use or present status.**

18. Paragraphs 88-89 of the Verified First Amended Complaint ("VFAC") provide

> 88. Yusufs also withheld from the police the May 10, 2013 printout showing BNS' account signature card review. This was done to misrepresent the active signature card -- with malice and the intent to both defraud and cause the arrest of Plaintiff Hamed.
>
> 89. In addition, the May 10, 2013 printout showing the account signature card check and the results was negligently withheld from the police investigator by BNS. This misrepresented the active signature card.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

19. Provide all documents, files or other records given to or obtained from the VIPD or the VI AG from March 2013 to present, that relate in any way to Plessen or the Hameds.

20. Paragraphs 104-108 of the Verified First Amended Complaint ("VFAC") provide

104. However, when BNS had produced the account documents for this Plessen bank account in another civil case pending before the Superior Court of the Virgin Islands on September 10, 2014, only the original 1997 and updated 2009 signature cards were produced. No undated signature cards or undated information gathering documents reflecting the need for two signatures, one from the Yusuf family and one from the Hamed family, to withdraw funds from the Plessen account, were produced.

105. Similarly, on September 24, 2014, counsel for the Yusuf's also produced documents in a Superior Court civil action regarding the Plessen bank account. Those documents did not include any document with the two family signature requirement either.

106. The Yusufs have attested in court documents that the second, dated information gathering form supplied to police was created by BNS.

107. BNS has represented to Plaintiffs that this statement that BNS created the second, dated form is untrue, The second, dated information form, as altered with a new, dated final page was created by the Yusufs.

108. The Yusufs have attested in court documents that the second, dated information gathering form they supplied to police was supplied to them by BNS and was a valid bank record.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

21. Paragraphs 111-113 of the Verified First Amended Complaint ("VFAC") provide

111. The dated final page on that second information gathering form was added to the document by the Yusufs - and created the ONLY dated document reflecting the need for two family signatures.

112. That second, dated form has an additional "date" page inserted and the date on that inserted page is a clear alteration of the first such form -- typed in a completely unique type font.

113. That second, dated information gathering form was intentionally and maliciously created and supplied to the police by the Yusufs to defraud and procure the prosecution of Plaintiff Hamed. They also maliciously lied to the police as to the existence of that document in BNS files and that BNS had supplied the document.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

22. Paragraphs 117, 120 and 123 of the Verified First Amended Complaint ("VFAC") provide

> 117. The Yusufs, acting individually and as officers and directors of United Corporation also used the arrest in notifications to several off-island commercial entities in an effort to interfere with KAC357, INC.'s grocery businesses which were competing with the Yusufs.
>
> 120. The Yusufs had stated to such off-island suppliers that the Hameds and KAC357, INC. were using embezzled funds to buy supplies from the off-island suppliers - which is an anathema in the retail business as suppliers may be subject to seizure of proceeds of crimes by the authorities.
>
> 123. The Yusufs made copies of the newspaper article they had solicited and gave them to employees and customers as well as to others in the community while making false, disparaging statements to those persons concerning the business and professional integrity of the Hameds and KAC357, Inc.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response.

23. Paragraph 135 of the Verified First Amended Complaint ("VFAC") provides

> 135. Those Defendants have taken further actions up to the present, in concert, to continue and cover-up these actions.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response. **Include but do not limit this to any document or evidence that reflects any contact or communication between the Yusufs and BNS, the VIPD or the VI AG, after the charges were brought against the Hameds.**

24. Paragraphs 157-158 of the Verified First Amended Complaint ("VFAC") provide

> 157. Defendants made disparaging statements and circulated disparaging documents with the intent to harm Plaintiffs Hamed and KAC357, Inc. in their business and profession.
> 158. These were statements and actions intended to harm Plaintiffs' business and professional reputations by impugning their integrity with respect to their job

> performance and attack their competence and skill in carrying out their businesses.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. If there are none, state "None" in response. **Include but do not limit this to any documents or communications by the Yusuf Defendants to any third party after the date of charges of the Hameds.**

25. In the Yusuf Defendants' filing captioned "*Defendants, Fathi Yusuf, Maher Yusef, Yusuf Yusuf and United Corp.'s Motion to Dismiss Plaintiffs' First Amended Complaint*, which has been converted to their Motion for Summary Judgment ("YMSJ"), at page 3, the Yusufs make the following statement.

> Further, in practice, beginning in mid-to-late 2011, all checks on the Plessen account were signed by one Hamed and one Yusuf.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment.

26. In the YMSJ, at page 6, the Yusufs make the following statement.

> Subsequently, the VIPD did a thorough and independent investigation of the allegations, including procuring bank records from both the Bank of Nova Scotia and Banco Popular, and made the independent decision to refer them to the Attorney General for prosecution.

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment. Include but not limit this to any information, documents or communications informing the Yusufs about the investigation, its progress or its independence or thoroughness.

27. In the YMSJ, at page 11-12, the Yusufs make the following statement.

> Plaintiffs' defamation claim also fails on this independent ground given that Plaintiffs have failed to specify which of the defendants made the allegedly defamatory statements, or to specify to whom the statements were made, merely alleging that "the Yusufs" made statements to "off-island commercial entities.

Produce any and all documents or other evidence as "to which of the defendants made the allegedly defamatory statements, [and] specify to whom the statements were made."

28. Provide any records which reflect, mention or were created during any meetings between counsel for BNS and counsel for the Yusufs.

29. In the Yusuf Defendants' filing captioned Defendants, Fathi Yusuf, Maher Yusef, Yusuf Yusuf and United Corp.'s Reply in Support of their Motion to Dismiss Plaintiffs' First Amended Complaint "FReply", at page 1, the Yusufs make the following statement:

Produce any and all documents or other evidence that prove or disprove or in any way relate to any of these assertions, or which Defendants will or may use with regard to these facts in summary judgment.

Dated: November 6, 2017

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CERTIFICATE OF SERVICE

I certify that this filing meets the applicable requirements regarding length and number of words. I also hereby certify that on this 6th day of November, 2017, I served a copy of the foregoing by email/mail, as agreed by the parties, on:

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