## 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 ADMISSIONS TO DEFENDANT FATHI YUSUF
Plaintiff Hamed, by counsel, propounds the following first Requests for Admissions pursuant to Rule 36 of the Virgin Islands Rules of Civil Procedure (V.I. R. CIV. P.) on Defendant Fathi Yusuf.

## TERMS AND MEANINGS

"Civil No. 65" refers to the Sixteen Plus Corp. v Mana/ Yousef, SX-15-CV-65 case before the Superior Court of the U.S. Virgin Islands.
"St. Martin" shall mean either the netherland Antilles or French sides of the island.

The term "Family" (as in "Fathi Yusufs Family") shall mean immediate family members (grandparents, spouses, parents and children and their spouses) and any known, aunts, uncles, cousins, nieces and nephews regardless on the number of times removed.

Plaintiff's First Request for Admissions to Fathi Yusuf
Page 2
"Note" and/or "Mortgage" refers to the note and mortgage between Mana!
Yousef and Sixteen plus as to the property known as Diamond Keturah on St. Croix, USVI attached as Exhibit B.
"Power of Attorney" means the document attached as Exhibit C.
"You" means Fathi Yusuf.

## ADMISSIONS

1. Please review the draft report of the US DOJ / FBI with regard to the accounting of the money laundering activities of, among others, Fathi Yusuf and Sixteen Plus--particularly the two pages Bates stamped YUSF113690- YUSF113691. After doing so: ADMIT or DENY that two $\$ 2$ million amounts were transferred to the Sixteen Plus account at the Bank of Nova Scotia, one on or about February 19, 1997 and the other on or about September 4, 1997.
2. ADMIT or DENY that the two $\$ 2$ million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were sent from the BFC Island Appliance account on St. Martin.
3. ADMIT or DENY that at the time the funds were transferred, you knew that the two $\$ 2$ million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were being sent from the BFC Island Appliance account on St. Martin.
4. ADMIT or DENY that at the time the funds were transferred, you knew that the two $\$ 2$ million amounts transferred to the Sixteen Plus account at the Bank of Nova

Scotia on or about February 19, 1997 and September 4, 1997 were not sent from an account in the name of Manal Yousef.
5. ADMIT or DENY that two $\$ 2$ million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were funds originally belonging to Manal Yousef.
6. ADMIT or DENY that two $\$ 2$ million amount transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were funds originally in an account titled in the name of Isam Yousef or BFC Island Appliance, a business associated with him.
7. ADMIT or DENY that on February 19, 1997, BFC Island Appliance was owned directly or indirectly partially or fully, by Isam Yousef and that Manal Yusuf has no ownership thereof.
8. ADMIT or DENY that Isam Yousuf is a family relative of Manal Yousef.
9. ADMIT or DENY that Fathi Yusuf is a family relative of Isam Yousuf.
10. ADMIT or DENY that Fathi Yusuf is a family relative of Manal Yousef.
11. ADMIT or DENY that Isam Yousuf is a family relative of Manal Yousef.
12. ADMIT or DENY that the two $\$ 2$ million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997 were funds originally belonging to Plaza Extra, Mohammad Hamed or Fathi Yusuf (or their families.)
13. ADMIT or DENY that the two $\$ 2$ million amounts transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had originally been brought to Isam Yousef by a Hamed or Yusuf family member, in whole or part, in
the form or cash, checks or other negotiable instruments.
14. ADMIT or DENY that the two $\$ 2$ million in funds transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 had originally been skimmed from Plaza Extra accounts.
15. ADMIT or DENY that on February 19, 1997, Manal Yousef physically resided at 25 Gold Finch Road, Pointe Blanche, St. Martin N.A. as set forth on the Note and Mortgage at issue herein.
16. ADMIT or DENY that on May 18, 2010, Manal Yousef physically resided at 25 Gold Finch Road, Pointe Blanche, St. Martin N.A. as set forth on the Power of Attorney between her and Fathi Yusuf at issue herein as stated in the POA.
17. ADMIT or DENY that you, your counsel, your immediate family members, entities owned by you or intermediaries you funded, provided funds to Kye Walker or James Hymes to pay for Manal Yousef's litigation of the 65 case -- Sixteen Plus Corp. v Mana/ Yousef, SX-15-CV-65.
18. ADMIT or DENY that you, your counsel, your immediate family members, entities owned by you or intermediaries you directed, have instructed Kye Walker or James Hymes how to proceed or act in Manal Yousef's litigation of the 65 case -Sixteen Plus Corp. v Mana/ Yousef, SX-15-CV-65.

Dated: August 10, 2022


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

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 and was served on 81012022 by mail and email, as agreed by the parties, on:

## Stefan Herpel, Esq. <br> Charlotte Perrell, Esq.

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Randoll P Andreozzie, Esq.
Marcus, Andreozzie \& Fichoss
DEC 312004
6255 Sheridan Way
Suite 302
Williamsville, NY 14221

## Re: United Statery. Fathi Yusufet ald Cr. No. 2003-147

## Dear Counsel:

Anclosed piease find copies of the government's draft summary schedules in the abovereferenced case. Please tote that these schedules are in draft form only and may bo subject to ohange deponding upon evidence introduced at trial. The government may also produce additional schedules as needed. Aiso, enclosed plaase find the curriculum vitap of the summaty/expert witness the government intends to call at trial.

Heving complied with its Rule 16, Fed. R. Crim. P. diacovary obligations, the government requests reciprocal discovary of eny photograph books, papers, documents, data, photographs, tangible objecte, buildings or places, or copies or portions of any of theae items to the extent the item is within the defendrnt's control and the defendant intends to use the item in the dofandant's caso-in-ahief at trial. The govenument furlher requests a written summary of any testimony thet the defendant intends to use ander Rules 702, 703 or 705 of the Federal Rules of Evidence. The goverment also requests, pursuant to Rule 12.1(a), Fed. R. Crim. P. that the defendant notify the government of any intended alibi defenses to the charges in the third suporceding indictment.

If you have any questions or concerns regarding this matter, please do not heeitate to call mo (202) 514-1125.

Yours eipcerely,
ANTHONY Y, JENKINS
UNITED STATES ATTORNBY

Enclosure as stated


JAVIER L. BELL
15311 Vantage Parkway, Suite 200
Houston, Texas 77032

## PROFESSIONAL EXPERIENCE

1995-Present Special Agent, Unitod States Interial Revenuo Service, Ciminal Investigation Diviaion

- Investigate financial crimés including tax fraud, moncy laundering, structuring financial transactions, aud other fraud related offenses
- Responsibilitics include determining amounts of unreported income, tax loss; structured and laundered funds, and other financial loss
- Testified as summary witness, including testimony about tax calculations, in felony trials in Southem Distriot of Texas


## PROFESSIONAL CERTIFICATIONS AND CONTINUING EDUCATION

1997 -Present Centified Public Accountant (Texas)
1996-Present - Continuing Profesaional Education in accounting, taxation and financial investigative methods and techniques

1995 - Criminal Investigator Training Program
Federal Law Enforcement Training Center, Glynco, Georgia
1996 - Special Agent Basic Training
Federal Law Rnforcement Training Center, Glynoo, Georgia
BDUCATION
1985-1989 - Bachelor of Science, Operations Rosearch
United States Air Force Academy, Coloredo Sprtuge, Colorado
1995-1995 - 50+ hours towards Master of Scionce, Accounting University of Houston - Clear Lake, Houston, Texas DINISION OF ST. THOAIAS AND ST. JOHN

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UNITED STATES OF AMERJCA, and GOVERNMENT OF THE VIRGIN ISLANDS, Plaintif. ?
FATHI YUSUF MOHAMAD YUSUF. aka Fathi Yusur,
WALEED MOHAMMAD HAMED, aka Waliy Hamed.
WAHEED MOHAMMED HAMED, aka Willie Hamed,
MAHER FATHI IUSUF: aka Mike Yusuf.
ISAM. MOHAMAD YOUSUF, uka Sam Yousuf,
NEJEH FATH! YUSUF, and UNITED CORPORATION dba Plaza Extra,
Defendanis,
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## DRAFT SUMMARY SCHEDULES

V

United States \& The Govemment of the Virgin Lslands v. Fathi Y'usuf Mohammed Yusuf, el. al. Drati Summary Scliedules.

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Summary Gross-Income Andlysis, Plaza Extra, 1998
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Summary Gross Income Analysis, Plaza Exira, 2000
Summary Gipss Income Antilysís, Plaza Extra, 2001
Computation of Corrected Incornc and Tax, United Corporation, 1996-2001

- Schedule of Additional Business:Deductions far United Corporation

Schedule of Consected Taxable lincome and Tax for Fath Yusuf, 19\% 6200 I

Deposil Analysis, Banque:francaise Commerciale. Fachi Yusufaccount 40606387790

Deposit Analystis Bainque Francaise Commerciale, . Hamdan Diamond Corporation, Accoum! 4.0606388 .990

Deposil Antalyia, Cairo Aminam Bank, Fathil Yusaf, Accouni 025031.72349

Deposit Analysis, Cairo Ammar Bark, Fatlii Yusuf, Account 02528172349

Depposit Analysie, Bank of Nova Scotia, Fathi Yusuf, Accounl 058-00365610

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Deporit Analysis, Sixteen Plus Corporation, Bank of Nova Scolia, Account 3941!

Deposit Analysis, Plespen Enterprisos, Inc., Bank of Nova Scolla, Account 45012






September /S, 1997
PROMISSORY NOTE St. Croix, U.S.V.I.
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 <br> Outstanding on Note | $\mathbf{x}$ |  | then applicable <br> prime rate of <br> interest plus $1 / 2 \%$ |
| :--- | :--- | :--- | :--- |$\quad \mathbf{x}$| number of days |
| :--- |

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


## Promissory Note

Page 2
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, attomey'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

[Corporate SEAL]
ATTEST:

Fathi Yusuf, Secretary

## ACKNOWLEDGEMENT FOR CORPORATION

## TERRITORY OF THE VIRGIN ISLANDS ) <br> ) SS: <br> DIVISION OF ST. CROIX <br> )

On this $/ 5$ day of Sept - , 1997, before me the undersigned officer, personally appeared Waleed M. Hamed, known to me (or satisfactorily proven) and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the President of Sixteen Plus Corporation, the corporation named in this Note;
(b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(c) this person knows the proper seal of the corporation which was affixed to this document; and
(d) this person signed this proof to attest to the truth of these facts.

SIGNED AND SWORN to before me on this 15 day of Sept- 1997.


Notary Public


## 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 PIot 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.



## REAL ESCATE POWER OF ATTORNEY

KNOW AL，PERSONS BY THESE PRESENTS，that I，Mankl Mohumad Yousef，of 25
Gold Fiach Road，bointe Blanche，St．Martin，NA．，bave made，constitutod and appaiated and by thece preacots do nake，coostitute and appoint Fathi Yusuf，of P．O．Box 503358，St Thonas，VT 00804．my true and lawful attonacy［＂Attomey＂］，for me and in my name，place and atead and on iny bohalf，and en kny use and benefit：

To do and perform all and every ect and thing whatsoever sequisite and necessary to be done in relation to my interest as a Mortgagea／Lender in the real propenty located on St．Croix，U．S．Virgin Islands，the legal deacription of which is atached boreto as Exhibit A．

Sind acts aif things include，but are not lixaited to all of those powers enumerated in Tithe 15 Vitgin Isdanda Code，Uniform Pawer of Attomey Act $\$ 5-604$ ，the execution aid delivery of any and all documents such as a Releare，Rathicotion， Assignment Closing Statament，contracts，afifidavits，and any other documpats necossary to do afl aota related to my intorest in eaid property，inciludiens prosereuting forcelosure in my name，as I might or could do if personally present，with full powet of subatifution madrevocat oo，heroby ratitying all the my daid attorncy shall lawfulty do or cause to be done by virtue thercof．

The Nghtr，powers and authority of said attomey－in－fect granted in this instrument shall commence upon the date of execution of ebir inctrument and shall be in and rernasp in full force agad effect until terninaced by me in writiog and fllat in the Recorder of Deeds oftice wherein ctidd property is situated 1 hereby agree ta melesase，indennify，defend mad hold my antorney－in－fact famicss for all claims aritiog by reason of his acts be an performes in accondance with this instrument and the law．



Out this 1 etuday of $\qquad$
$\qquad$ 2010, hatare mo, the undersigned ofticar, perssomiliy hppearal Mann Mbhamad Yousef, known to me (or satisfactorily proven) to be the person whinge banc ie subscribed to the withlt mstrument, and the acknowledged to ne that the surne was exceuted for the uses and purpotes therein concained.


## AMCSTMLE


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