

**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

**DEFENDANT FATHI YUSUF'S OBJECTIONS AND
RESPONSES TO PLAINTIFF'S
FOR INTERROGATORIES
TO DEFENDANT FATHI YUSUF**

COMES NOW, Defendant Fathi Yusuf ("Yusuf") and files his Objections and Responses to Plaintiff's Interrogatories to Yusuf as follows:

OBJECTIONS AND RESPONSES

Interrogatory 1:

Describe in detail the actions of persons and the movement, laundering, deposit and use of Plaza Extra funds **TO and IN** St. Martin/St. Maartin for the period from 1996 through 2001. Be specific as to dates and amounts. Include the roles of Sixteen Plus, yourself, Waleed Hamed, Isam Yousuf, Manal Yousef and Jamil Yousef.

Response:

Yusuf objects to this interrogatory on the grounds that this discovery request is not proportional to the needs of the case considering that the burden and expense of the requested discovery outweighs it's likely benefit, and as such, Yusuf has limited his search to the period prior to Sixteen Plus' receipts of the loan installments. The loan installments were made in February and September of 1997.

Sixteen Plus did not receive Plaza Extra funds relating to the loan installments and thus, did not have a role in the movement of any Plaza Extra funds. Plaza Extra did not have sufficient funds to purchase the Diamond Kutura property at the purchase price of \$4.5 million and thus, would need to borrow funds for the purchase.

Further responding, to the extent that any further information is requested of Yusuf, he objects to responding on the basis of his Fifth Amendment rights.

Interrogatory 2:

Describe in detail the actions of persons and the movement, laundering, deposit and use of Plaza Extra funds **FROM** St. Martin/St. Maarten **TO and IN** the U.S. Virgin Islands for the period from 1996 through 2001. Be specific as to dates and amounts. Include the roles of Sixteen Plus, yourself, Waleed Hamed, Isam Yousuf, Manal Yousef and Jamil Yousef.

Response:

Yusuf objects to this interrogatory on the grounds that this discovery request is not proportional to the needs of the case considering that the burden and expense of the requested discovery outweighs its likely benefit, and as such, Yusuf has limited his search to the period prior to Sixteen Plus' receipts of the loan installments. The loan installments were made in February and September of 1997.

Sixteen Plus did not receive Plaza Extra funds relating to the loan installments and thus, did not have a role in the movement of any Plaza Extra funds. Plaza Extra did not have sufficient funds to purchase the Diamond Kutura property at the purchase price of \$4.5 million and thus, would need to borrow funds for the purchase.

Further responding, to the extent that any further information is requested of Yusuf, he objects to responding on the basis of his Fifth Amendment rights.

Interrogatory 3:

Describe in detail the actions of persons and the movement, laundering, deposit and use of Plaza Extra funds **FROM** St. Martin/St. Maarten **TO and IN** Jordan for the period from 1996 through 2001. Be specific as to dates and amounts. Include the roles of Sixteen Plus, yourself, Waleed Hamed, Isam Yousuf, Manal Yousef and Jamil Yousef.

Response:

Yusuf objects to this interrogatory on the grounds that this discovery request is not proportional to the needs of the case considering that the burden and expense of the

requested discovery outweighs it's likely benefit, and as such, Yusuf has limited his search to the period prior to Sixteen Plus' receipts of the loan installments. The loan installments were made in February and September of 1997.

Sixteen Plus did not receive Plaza Extra funds relating to the loan installments and thus, did not have a role in the movement of any Plaza Extra funds. Plaza Extra did not have sufficient funds to purchase the Diamond Kutura property at the purchase price of \$4.5 million and thus, would need to borrow funds for the purchase.

Further responding, to the extent that any further information is requested of Yusuf, he objects to responding on the basis of his Fifth Amendment rights.

Interrogatory 4:

Please review the draft report of the US DOJ/FBI with regard to the accounting of the money laundering activities of, among others, yourself and Sixteen Plus--particularly the two pages Bates stamped YUSF113690-YUSF113691. After doing so, describe in detail how, when and where Isam Yousuf **acquired** the two \$2 million amounts that he transferred to the Sixteen Plus account at the Bank of Nova Scotia on or about February 19, 1997 and September 4, 1997, **as well as any conversations, correspondence, instructions or communications** between any members of the Yusuf or Hamed families and Isam Yousuf about those funds or transfers.

Response:

I became aware that the Diamond Kuturah Property was owned by the Bank of Nova Scotia and I considered it to be a good investment. However, at the time, Plaza Extra did not have sufficient funds to purchase the property at the \$4.5 million price and would need to borrow funds to make the purchase.

I spoke to my brother Mohammed Yousef, who is Manal Yousef's and Isam Yousef's father about providing a loan for this property. Prior to reaching out to my brother, I had previously spoken to him, about 3 to 4 years earlier, about his daughter Manal's investments and a concern, at the time, about whether she would have children to help provide for her.

I spoke with my brother on the telephone and then I travelled to St. Maarten in early 1997 to further discuss the loan. During that trip I spoke with my brother, and his son (my nephew) Isam Yousef. My brother and his son manage any investments for his daughter (Isam's sister) Manal. I understand from Isam's answers to interrogatories that he stated that Waleed Hamed was also present on that trip. I do not recall that Waleed was present but he may have been.

I advised Bank of Nova Scotia that we would purchase the property and would close upon the end of the right of redemption period. United made a \$500,000 deposit to hold the property. Upon my return to the Virgin Islands, the first installment on the loan was received. We created Sixteen Plus, LLC to purchase the Diamond Kuturah property.

The funds transferred were funds originally belonging to Manal Yousef. It is my understanding that these were Manal Yousef's funds that had been provided to her by her father. I am not specifically familiar with the accounts of my nephew Isam but I understand that the funds from my brother were deposited into the account identified as Banque Francaise Commerciale Account No. 4060663541 (Bates Numbers HAMD203062), from which they were withdrawn and transferred to Sixteen Plus.

We did explore the possibility of securing a bank loan for the purchase but were not amendable to the terms and therefore, we received the balance of the purchase price and second installment on the loan in September, 1997.

We contacted our attorney Carl Beckstedt to draft the documents to evidence the loan from Manal Yousef. The Note and Mortgage have already been identified in this case. Carl Beckstedt recorded the Note and Mortgage. We made three payments of interest on the note.

The note remains outstanding.

I did not request a Power of Attorney from Manal Yusuf. When I was advised that one had been secured, I rejected it. It is my understanding from reading the answers of Isam in this case, that Waleed Hamed requested the Power of Attorney from Manal Yusuf but that she or her brother, instead provided the Power of Attorney to me. Again, when I was made aware of it, I rejected it and have taken no action based upon any authority granted therein. I do not recall ever having seen such a Power of Attorney until it was presented to me by Attorney Carl Hartmann in or around a deposition in one of these cases.

I was unaware that the suit was filed by Hisham Hamed at the time that it was filed and do not believe that he has the authority to make such a filing.

Interrogatory 5:

Please describe in detail all that you know about BFC Island Appliance, including but not limited to its location, years of operation, ownership, your relationship to it and its owners/operators and how you or others transferred or otherwise provided any Plaza Extra funds to that entity in prior to September 4, 1997.

Response:

Yusuf objects to this interrogatory on the grounds of relevancy. However, notwithstanding that objection, to the best of my knowledge and belief, my nephew Isam Yousef owns and manages BFC Island Appliance. Based upon Isam Yousef's answers to interrogatory responses in this matter and my understanding from my discussions with my brother/his father, he deposited funds with Isam Yousef which were for the benefit of his daughter, Manal Yousef. Neither I nor others on behalf of Plaza Extra deposited funds into BFC Island Appliance.

Interrogatory 6:

Describe in detail all residential addresses you know or believe Manal Yousef physically resided at for more than 1 month from 1990 to present, and the sources of funds she had or had a right to prior to September 4, 1997 including, but not limited to, jobs she had held, investment income, inheritances and gifts. Include, but do not limit this, to the locations and names of any banks or other institutions in which these funds were located. Also, describe all travel by Manal you know of regarding the Note or Mortgage.

Response:

To the best of my knowledge, I understood that 25 Gold Finch Road, Pointe Blanche, St. Martin N.A. was Manal Yousef's address in the 1990's. Further responding, Yusuf shows that this was what he understood even as late as 2016. However, following certain responses provided by Isam Yousef in July, 2017 in this matter, Interrogatory Response No. 6, Yusuf is unable to confirm where she resided specifically, but knew she resided in St. Maarten in 1997.

Based upon Isam Yousef's answers to interrogatory responses in this matter and my discussions with my brother/his father, Mohammed Hamed deposited funds with Isam Yousef which were for the benefit of his daughter, Manal Yousef.

The funds transferred to Sixteen Plus were funds originally belonging to Manal Yousef. It is my understanding that these were Manal Yousef's funds that had been provided to her by her father and deposited into the account of Isam Yousef, identified as Banque Francaise Commerciale Account No. 4060663541 (Bates Numbers HAMD203062), from which they were withdrawn and transferred to Sixteen Plus.

This comports with my discussions with my brother, that he had moneys that he had for his daughter that he wanted to invest for her.

Otherwise, I am not familiar with all of her investments.

Interrogatory 7:

Describe in detail all facts related to the acts and communications that led to Manal Yousef agreeing to provide and then providing the more than four million dollars of funds to Sixteen Plus. This shall include, but not be limited, to any verbal or written communications requesting the funds, agreeing to lend the funds, and providing the funds.

Response:

Yusuf incorporates his Response to Interrogatory No. 4 as if fully set forth herein verbatim as his response to Interrogatory No. 7.

Interrogatory 8:

Describe in detail how the Note and Mortgage between Manal Yousef and Sixteen Plus was arranged for, negotiated, drafted, executed, delivered, and recorded. Include, but do not limit this, to all dates when actions were taken, the amounts discussed or transacted, the documents drafted or executed, the communications, any lawyers involved, all persons involved and all banks/entities where funds originated, were transferred or arrived.

Response:

Yusuf incorporates his Response to Interrogatory No. 4 as if fully set forth herein verbatim as his response to Interrogatory No. 8.

Interrogatory 9:

Describe in detail all payments received by Manal Yousef and communications to her or from you or others from her about the Note or Mortgage from September 4, 1997 to the present. This shall include, but not be limited, to such payments or communications with members of Fathi Yusuf's family, Waleed Hamed's family, Sixteen Plus, Jamil Yousef, Isam Yousuf, any lawyer, any bank, any accountant or other person or entity.

Response:

Yusuf incorporates his Response to Interrogatory No. 4 as if fully set forth herein verbatim as his response to Interrogatory No. 9.

Interrogatory 10:

Describe in detail how Manal Yousef arranged for and filed the court documents in *Sixteen Plus Corp. v Mana/ Yousef*, SX-16-CV-65 ("Civil No. 65") legal action regarding the Note and Mortgage. Include all dates, persons, documents, entities, communications. Also, state all payments or receipt of funds for that representation. Include, but do not limit this, to all communications with Kye Walker, James Hymes or the law firm of Dudley, Topper or their staffs.

Response:

I do not know how Manal Yousef arranged for and filed the Court documents in the above referenced case. I was not involved with her efforts. I am unaware of any communications between Kye Walker, James Hymes or the law firm of Dudley Topper or their staffs.

Interrogatory 11:

Describe in detail all communications you or Manal Yousef have had regarding either this legal action or her legal action in Civil No. 65 -- after the dates of filing. Include all dates, persons, document, entities, and payments or receipt of funds for representation.

Response:

I have had no communications with Manal Yousef regarding her legal actions.

Interrogatory 12:

Describe in detail all amount due to you or Manal Yousef as a result of this action or her other action (Civil No. 65), including the calculations as to how you arrived at those amounts. Include, but do not limit this, to calculations to principal due under the Note, interest due under the Note and any other amounts added to those.

Response:

I am not aware of any funds that are due to me under the documents for the loan.

The funds that would be due to me as a result of this action, would be any funds I would recover for attorney's fees and costs associated with my being named as a defendant in these matters. Further, to the extent that Hisham Hamed had no authority to pursue a derivative suit on behalf of Sixteen Plus, then Sixteen Plus should be reimbursed for these unnecessary expenses and I, as a shareholder, would receive the value of that reimbursement according to my shareholder interest.

Interrogatory 13:

Describe any and all communications you have had with any members of Manal Yusuf's family or her counsel from September 4, 1997 to present. And for each such communication, state where you were located when it occurred.

Response:

I have not communicated with Manal Yusuf but have spoken to her brother Isam Yousef on a few occasions. In my communications, Isam inquired about the name of an attorney when the lawsuit against Manal Yousef was filed. I inquired and supplied the name of Attorney Jim Hymes. I have not communicated with Mr. Hymes and do not know him. I do not recall providing Isam the name of the Attorney Kye Walker, but it is possible as I know the attorney, but I have no present recollection of doing so.

Interrogatory 14:

Describe in detail how Manal Yousef and you arranged for, drafted, executed and filed any and all powers of attorney regarding the Note and Mortgage. Include all dates, persons, documents, entities, communications, and payment or receipt of funds for representation. Include, but do not limit this, to all communications with Kye Walker, James Hymes or the law firm of Dudley, Topper -- or their staffs.

Response:

I did not coordinate, draft, or execute any powers of attorney regarding the Note and Mortgage, nor did I direct anyone to do so.

Interrogatory 15:

Describe in detail how Manal Yousef arranged for, drafted, executed or transmitted any and all other documents to any person or entity regarding the Note and Mortgage. Include all dates, persons, documents, entities, communications, and payment or receipt of funds for representation. This shall include but not be limited to: transfers of any interest, releases of any interest, sale of any interest, and offers or discussion about doing the same. Include but do not limit this to all communications with Kye Walker, her present counsel James Hymes or the law firm of Dudley, Topper - or their staffs.

Response:

Wally and I went to Carl Beckstedt to prepare the Note and Mortgage, which we signed and paid for. Attorney Beckstedt recorded the Mortgage.

Interrogatory 16:

Describe any and all communications you have had with any members of your family or any third person or entity from September 4, 1997 to present regarding proposed or actual transfers of any interest, releases of any interest, sale of any interest, and offers or discussions about doing the same with respect to the property known as Diamond Keturah.

Response:

I have had discussions with Waleed Hamed regarding potential offers to sell the property. Ultimately, it was not approved by federal marshal.

VERIFICATION

I hereby certify under penalty of perjury that the facts contained in each of the foregoing responses to interrogatories are true and correct to the best of my knowledge, information and belief.

Dated: 9-9-2022

Fathi Yusuf
Fathi Yusuf

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) ss.

On this, the 9th day of September, 2022, before me, the undersigned officer, personally appeared Fathi Yusuf, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Heather Andrea Daley
Notary Public
HEATHER ANDREA DALEY
Notary Public
St. Croix, U.S. Virgin Islands
My Commission Expires May 16, 2025
NP-470-21