

**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,

Case No.: 2016-SX-CV-650

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

JURY TRIAL DEMANDED

**DEFENDANT FATHI YUSUF'S
INTERROGATORIES
TO PLAINTIFF, HISHAM HAMED**

COMES NOW, Defendant Fathi Yusuf ("Yusuf") and files this his Interrogatories to Hisham Hamed individually and derivatively on behalf of Sixteen Plus Corporation as follows:

INSTRUCTIONS AND DEFINITIONS

1. If the Plaintiff, Hisham Hamed lacks information to respond to a particular request for production, in whole or in part, Plaintiff shall state or identify: a) the currently

available information; b) any currently unavailable information; c) the efforts has taken, or will take, to obtain the currently unavailable information; and d) when the Plaintiff expects to obtain this information. Further, if the Plaintiff believes that any other individual or entity may have information that responds to a specific request, in whole or in part, the Plaintiff shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information the Plaintiff believes the entity or individual possesses.

2. **“You”** shall mean Hisham Hamed, acting both in your individual capacity and derivatively on behalf of Sixteen Plus Corporation.
3. **“Sixteen Plus”** shall refer to the entity Sixteen Plus Corporation created in 1997.
4. **“Diamond Keturah Property”** – that 300 plus acre parcel of land on the South shore of St. Croix obtained by Sixteen Plus from the Bank of Nova Scotia.
5. **“Plaza Extra Partnership”** – refers to the oral partnership between Mohammed Hamed and Fathi Yusuf for the operation of grocery store businesses in St. Croix and St. Thomas.
6. **“February 1997 Transfer”** – refers to the transfer of \$2,000,000 from BFC to Sixteen Plus’s account with Bank of Nova Scotia on or about February 14-19, 1997.
7. **“September 1997 Transfer”** - refers to the transfer of \$2,000,000 from BFC to Sixteen Plus’s account with Bank of Nova Scotia on or about September 4, 1997.
8. **“Remaining Transfers”** – refers to any other transfers from BFC to Sixteen Plus’s account with Bank of Nova Scotia in 1997, not including the February 1997 Transfer and the September 1997 Transfer.
9. **“Note”** – the Note executed by Waleed Hamed, on September 15, 1997, on behalf of Sixteen Plus to Manal Yousef in the amount of \$4,500,000.00.

10. “**Mortgage**” – the Mortgage executed by Waleed Hamed, on September 15, 1997, on behalf of Sixteen Plus to Manal Yousef in the amount of \$4,500,000.00.
11. “**Corporate Resolutions**” – the corporate resolutions executed by Waleed Hamed, on September 15, 1997, on behalf of Sixteen Plus to evidence the Board’s agreement to execute the Note and Mortgage.

Interrogatories:

Interrogatory No. 1: Please identify each and every transfer of funds from accounts or cash from the Plaza Extra Partnership that you contend was made to Isam Yousef that was then provided to Sixteen Plus in the form of the February 1997 Transfer, the September 1997 Transfer and the Remaining Transfers?

Interrogatory No. 2: Why did Plessen Enterprises, Inc. provide information to the Bank of Nova Scotia seeking a loan from Bank of Nova Scotia in July 1997 in an effort to purchase the Diamond Katurah Property?

Interrogatory No. 3: What did you understand was the reason for the creation of the alleged “sham” mortgage?

Interrogatory No. 4: Describe any information you have as to any loans provided by shareholders to Sixteen Plus, including when the loan was provided, who provided it, what was the amount of the loan and the terms of the repayment?

Interrogatory No. 5: Describe in detail any and all communications between Waleed Hamed and Isam Yousef relating to the Note, Mortgage, the February 1997 Transfer, the September 1997 Transfer and the Remaining Transfers.

Interrogatory No. 6: Describe in detail any and all communications between Waleed Hamed and Isam Yousef relating to any type of Power of Attorney to be executed by Manal Yousef.

Interrogatory No. 7: Describe in detail any and all communications between Waleed Hamed and Fathi Yusuf relating to the Note, Mortgage, the February 1997 Transfer, the September 1997 Transfer and the Remaining Transfers.

Interrogatory No. 8: Describe in detail any and all communications between Waleed Hamed and Fathi Yusuf relating to any type of Power of Attorney to be executed by Manal Yousef.

Interrogatory No. 9: Describe in detail any and all communications between Waleed Hamed and Fathi Yusuf relating to the purchase of the Diamond Katurah Property and payment for the purchase.

Interrogatory No. 10: Describe in detail any and all communications between Fathi Yusuf and you relating to Sixteen Plus's purchase of the Diamond Katurah Property, payment for the purchase, the Note, the Mortgage, the February 1997 Transfer, the Remaining Transfers, interest payments, any potential sale of the Diamond Katurah Property and any Powers of Attorney from Manal Yousef.

Interrogatory No. 11: Describe in detail how Sixteen Plus learned about and came into possession of the Real Estate Power of Attorney from Manal Yusuf to Fathi Yusuf which is attached as Exhibit 1 to Plaintiff's complaint, including the names of the individuals, who provided any such information to Sixteen Plus and when such information was acquired.

Interrogatory No. 12: Please identify all facts which support your contention that the Note and Mortgage are shams, and as to each such fact please provide the following information:

- 1) state when you learned about each such fact;
- 2) state how you learned about each such fact;
- 3) identify all persons who have knowledge of each such fact; and
- 4) identify and produce any documents which support or tend to support the existence of each such fact.

DUDLEY NEWMAN FEUERZEIG LLP

DATED: September 15, 2022

By: /s/ Charlotte K. Perrell

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CERTIFICATE OF SERVICE

It is hereby certified that on the 15th day of September, 2022, the foregoing **DEFENDANT FATHI YUSUF'S INTERROGATORIES TO PLAINTIFF**, which complies with the page and word limitations set forth in Rule 6-1(e), was filed with the Clerk of the Court and was served via e-mail, as agreed by the parties, addressed to:

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