

**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
REQUESTS FOR ADMISSION
TO PLAINTIFF, HISHAM HAMED**

COMES NOW, Defendant Fathi Yusuf ("Yusuf") and files this his Requests for Admission 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.

Requests to Admit:

Request No. 1: Admit or Deny that Sixteen Plus received a \$2,000,000 transfer in February, 1997, from an account that was not owned by the Plaza Extra Partnership, which Sixteen Plus used for the purchase of the Diamond Katurah Property.

Request No. 2: Admit or Deny that Sixteen Plus received a \$2,000,000 transfer in September, 1997, from an account that was not owned by the Plaza Extra Partnership, which Sixteen Plus used for the purchase of the Diamond Katurah Property.

Request No. 3: Admit or Deny that Waleed Hamed executed, on behalf of Sixteen Plus, the Note and Mortgage to Manal Yousef in the amount of \$4,500,000.00.

Request No. 4: Admit or Deny that Waleed Hamed, on behalf of Sixteen Plus, communicated with and requested Attorney Carl Beckstedt to prepare the Note and Mortgage and have him record the Mortgage in the St. Croix office of the Recorder of Deeds.

Request No. 5: Admit or Deny that at the time he requested Attorney Carl Backstedt to record the Note and Mortgage, Waleed Hamed, on behalf of Sixteen Plus, did not believe it was a sham Note and Mortgage.

Request No. 6: Admit or Deny that at the time the Note and Mortgage was recorded, Waleed Hamed did not believe it was a sham Note and Mortgage.

Request No. 7: Admit or Deny that Waleed Hamed conspired to engage in a plan to take \$4.5 million in funds from the Plaza Extra Partnership, provide those funds to either Isam Yousef or Manal Yousef, and make it appear that those funds were then loaned to Sixteen Plus for the purpose of purchasing the Diamond Katurah Property.

Request No. 8: Admit or Deny that Waleed Hamed conspired to engage in a plan to request his attorney to prepare a Note and Mortgage that would falsely depict a legitimate loan of funds from Manal Yousef evidenced by the Note and the Mortgage given to Manal Yousef by Sixteen Plus to secure that loan.

Request No. 9: Admit or Deny that Waleed Hamed conspired to engage in a plan to take \$4.5 million in funds from the Plaza Extra Partnership, which would be loaned to Sixteen Plus for the purpose of purchasing the Diamond Katurah Property by requesting a Note and Mortgage be prepared to falsely portray a valid loan and then arranged for said Note and Mortgage to be recorded.

Request No. 10: Admit or Deny that Waleed Hamed was aware in 2005, that Fathi Yusuf was insisting that the Note and Mortgage be paid if and when the Diamond Katurah Property was sold.

Request No. 11: Admit or Deny that Waleed Hamed sought to secure a Real Estate Power of Attorney for Waleed Hamed or for Fathi Yusuf from Manal Yusuf and had one prepared and sent to Manal Yousef for her execution.

Request No. 12: Admit or Deny that Hisham Hamed has no personal knowledge of the events set forth in the First Amended Complaint.

Request No. 13: Admit or Deny that Hisham Hamed was a shareholder in Sixteen Plus in December of 2016.

Request No. 14: Admit or Deny that all of Hisham Hamed's knowledge as to the allegations set forth in the First Amended Complaint was provided to him from Waleed Hamed.

Request No. 15: Admit or Deny that Waleed Hamed, on behalf of Sixteen Plus, paid and caused someone to pay and deliver interest payments on the Note in 1998.

Request No. 16: Admit or Deny that Waleed Hamed, on behalf of Sixteen Plus, paid or caused somebody to pay and deliver interest payments on the Note in 1999.

Request No. 17: Admit or Deny that Waleed Hamed, on behalf of Sixteen Plus, paid or caused somebody to pay and deliver interest payments on the Note in 2000.

Request No. 18: Admit or Deny that no shareholder of Sixteen Plus made any shareholder loans to Sixteen Plus.

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 REQUESTS TO ADMIT 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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