

**IN THE SUPERIOR COURT OF THE VIRGIN
ISLANDSDIVISION 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 REQUESTS
FOR THE PRODUCTION OF DOCUMENTS TO PLAINTIFF, HISHAM
HAMED**

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

INSTRUCTIONS AND DEFINITIONS

1. If the Plaintiff 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. **“Diamond Keturah Property”** – that 300 plus acre parcel of land on the South shore of St. Croix obtained by Sixteen Plus Corporation from the Bank of Nova Scotia.
4. **“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.
5. **“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.
6. **“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.
7. **“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.
8. **“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.
9. **“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.
10. **“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 for Production

1. Please produce all documents you contend evidence that only funds from the Plaza Extra Partnership were used to buy the Diamond Keturah Property and specifically, identify those documents referenced in Paragraph 36 of the First Amended Complaint.
2. Please produce all documents that you contend evidences any Plaza Extra Partnership funds provided to Isam Yousef or Manal Yousuf for the purpose of buying the Diamond Keturah Property.
3. Please produce all documents that you contend evidences any Plaza Extra Partnerhip funds provided to Isam Yousef or Manal Yousuf for the purpose of buying the Diamond Keturah Property prior to the February 1997 Transfer, the September 1997 Transfer, and the Remaining Transfers and specify:
 - a. the amounts of the transfers or deposits,
 - b. the dates of the transfers or deposits,
 - c. which account they were sent from,
 - d. which account they were sent to,
 - e. any source other than a bank account.
4. Please produce any documents which reflect any agreement or understanding that the loan documentation, including the Note and Mortgage, which Waleed Hamed, on behalf of Sixteen Plus, executed was never intended to be re-paid to Manal Yousef under the terms of the Note and Mortgage.
5. Please produced any documents which reflect communications between Waleed Hamed and Isam Yousef relating to Sixteen Plus's purchase, ownership and potential sale of the Diamond Katurah Property.
6. Please produce all documents provided to Scotia Bank as to the application for a loan in 1997.
7. Please produce documents relating to the Corporate Resolution executed by Waleed

Hamed.

8. Please produce all documents and correspondence exchanged with Attorney Carl Beckstedt relating to the Note, Mortgage, and its recording and the Corporate Resolution.
9. Please produce all documents and correspondence reflecting the drafting, procurement or receipt of any Power of Attorney granted to Waleed Hamed by Manal Yousef.
10. Please produce all documents and correspondence reflecting the drafting, procurement or receipt of any Power of Attorney granted to Fathi Yusuf by Manal Yousef.
11. Please produce all documents and correspondence reflecting the negotiations and purchase of the Diamond Keturah Property from the Bank of Nova Scotia.
12. Please produce all documents reflecting payment or delivery of any Plaza Extra Partnership funds by Waleed Hamed to any account in St. Maarten in 1996 and 1997, that you contend were for the purchase of the Diamond Katurah Property.
13. Please produce all documents and correspondence reflecting any communications between Waleed Hamed and Hisham Hamed relating in any way to the matters in this suit.
14. Please produce any and all documents evidencing potential sale opportunities for the Diamond Katurah Property after 1999 to the present, including the names of the would-be purchasers, the offer price, whether there were any accepted offers, draft contracts or executed contract, earnest money and correspondence relating to same.

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 PRODUCE 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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