

**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

HISHAM HAMED'S RESPONSES TO YUSUF RFA

COMES NOW Carl J. Hartmann, counsel for Hisham Hamed, responds to Yusuf's RFA as follows:

Objections

Plaintiff Sixteen Plus objects to RFA being directed to the individual rather than to the Corporation, and states that these are the responses of that individual, not the Corporation. That individual has limited personal knowledge as he was not present or involved in any of the activities. The inquiries would properly be directed at the corporation, as under Rule 30(b)(6), to its directors and officers, or to persons present and having personal knowledge.

Similarly, Hisham Hamed objects to answering questions more properly directed to the corporation and states that he lacks significant personal knowledge about the matters herein as he was not present or informed thereto. Nor can either speak for Waleed Hamed (who was present and did have knowledge) or for the rest of the Hamed family members.

Thus, each response below (except for two specifically designated) shall be deemed to be preceded with the Phrase:

I object to having to answer as merely a derivative plaintiff with regard to anything outside of my own, personal knowledge. I lack personal knowledge of the subject matter of all requests below except for this designated, as I was not present and was neither a director nor officer of Sixteen Plus. Subject to that, I provide what information I can glean from the papers and pleadings herein—but can answer only in that very limited personal capacity....The two that I do not object to are designated : [I can answer this of personal knowledge and therefore do not object.]

Responses to 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.

Response: Admit.

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.

Response: Admit.

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.

Response: Admit.

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.

Response: Admit that Waleed and Fahti did so.

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.

Response: Deny.

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.

Response: Deny.

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.

Response: Lack personal knowledge, but based on review of documents, Admit.

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.

Response: Lack personal knowledge, but based on review of documents, Admit.

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.

Response: Lack personal knowledge, but based on review of documents, Admit.

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.

Response: Lack personal knowledge, but based on review of documents, Admit Wally knew Fathi was trying to get mortgage paid out so he could recover the funds—not Manal.

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.

Response: Deny.

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

Response: See objection above. Deny in part, admit in part.

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

Response: Admit..

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.

Response: Deny. The information came from Wally, documents and research by counsel.

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.

Response: Deny.

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.

Response: Deny.

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.

Response: Deny.

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

Response: Deny.

Dated: September 18, 2022

A handwritten signature in black ink, appearing to read "Carl J. Hartmann III", with a long horizontal flourish extending to the right.

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CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on this 18th day of September, 2022, I served a copy of the foregoing by email, as agreed by the parties, on:

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