

FILED

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SX-2016-CV-00650
TAMARA CHARLES
CLERK OF THE COURT

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

**HISHAM HAMED, on behalf of himself
and derivatively, on behalf of SIXTEEN
PLUS CORPORATION,**

Plaintiffs,

v.

**FATHI YUSUF, ISAM YOUSUF,
JAMIL YOUSUF, and
MANAL MOHAMMAD YOUSEF,**

Defendants,

and

SIXTEEN PLUS CORPORATION,

a nominal defendant.

Case No.: 2016-SX-CV-650

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

JURY TRIAL DEMANDED

**CONSOLIDATED CASES: Civil Case No. SX-2016-CV-650; Civil Case No. SX-2016-CV
00065; Civil Case No. SX-2017-CV-342**

HAMED'S RESPONSE TO ISAM AND JAMIL YOUSUF'S REQUESTS TO ADMIT

Objections

Plaintiff Hisham Hmed 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 no present of 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.]

Request to Admit No. 1:

Do you admit or deny the parcels of land described as Diamond Keturah are the parcels of land 16 Plus Corporation ("16 Plus") subjected to a Pror informed omissory Note dated September 15, 1997 ("Promissory Note"), a copy is attached as Exhibit "A," and First Priority Mortgage dated September 15, 1997 ("First Priority Mortgage"), a copy is attached as Exhibit "B," to Manal Mohammad Yousef a/k/a Manal Mohamad Yousef ("MMY")?

Response: Admit.

Request to Admit No. 2:

Do you admit or deny the property described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings ("Diamond Keturah") in Exhibit A to the First Priority Mortgage (Exhibit B) accurately describes the premises involved in the instant action?

Response: Admit.

Request to Admit No. 3:

Do you admit or deny Diamond Keturah was conveyed by deed to 16 Plus on or about December 24, 1998, a copy of Marshal's Deed is attached as Exhibit "C"?

Response: Admit.

Request to Admit No. 4:

Do you admit or deny the deed conveying Diamond Keturah to 16 Plus was recorded on February 22, 1999?

Response: Admit.

Request to Admit No. 5:

Do you admit or deny 16 Plus holds title to the property known as Diamond Keturah, St. Croix, U.S. Virgin Islands?

Response: Admit.

Request to Admit No. 6:

Do you admit or deny 16 Plus has full and complete control over the disposition of Diamond Keturah property, subject only to the First Priority Mortgage (Exhibit B) that 16 Plus gave as part of its purchase price?

Response: Deny.

Request to Admit No. 7:

Do you admit or deny at all times relevant hereto, the Hamed family members hold a corporate interest and/or are beneficiaries of a corporate interest in 16 Plus?

Response: Admit.

Request to Admit No. 8:

Do you admit or deny at all times relevant hereto, the Hamed family members are heirs/distributees in the Estate of Mohammed A. Hamed?

Response: Admit.

Request to Admit No. 9:

Do you admit or deny 16 Plus and MMY entered into agreements in writing, namely a Promissory Note (Exhibit A) and a First Priority Mortgage (Exhibit B) both dated September 15, 1997, under which MMY supplied funds to 16 Plus subject to a mortgage on Diamond Keturah?

Response: Admit.

Request to Admit No. 10:

Do you admit or deny 16 Plus received a true copy of the Promissory Note (Exhibit A) that is the subject of this action completely filled in before 16 Plus executed it?

Response: Admit.

Request to Admit No. 11:

Do you admit or deny 16 Plus received a true copy of the First Priority Mortgage (Exhibit B) that is the subject of this action completely filled in before 16 Plus executed it?

Response: Admit.

Request to Admit No. 12:

Do you admit or deny the Promissory Note (Exhibit A) was prepared by 16 Plus?

Response: Admit,

Request to Admit No. 13:

Do you admit or deny the First Priority Mortgage (Exhibit B) was prepared by 16 Plus?

Response: Admit.

Request to Admit No. 14:

Do you admit or deny the Promissory Note (Exhibit A) is a true and correct copy of the original, was executed by Waleed Hamed as President of 16 Plus and attested to by Fathi Yusuf as Secretary of 16 Plus, and the signatures on the note are genuine?

Response: Admit.

Request to Admit No. 15:

Do you admit or deny the First Priority Mortgage to secure debt (Exhibit B) is a true and correct copy of the original, was executed by Waleed Hamed as President of 16 Plus and attested to by Fathi Yusuf as Secretary of 16 Plus, and the signatures on the mortgage are genuine?

Response: Admit.

Request to Admit No. 16:

Do you admit or deny at the time the First Priority Mortgage (Exhibit B) was given, Waleed Hamed and Fathi Yusuf were officers and shareholders of the mortgagor, 16 Plus?

Response: Admit.

Request to Admit No. 17:

Do you admit or deny that the Diamond Keturah property purchased by 16 Plus has been covered by a valid security interest of MMY?

Response: Deny.

Request to Admit No. 18:

Do you admit or deny the Promissory Note (Exhibit A) was for a term of five (5) years starting on the date the Promissory Note was signed on September 15, 1997?

Response: Admit.

Request to Admit No. 19:

Do you admit or deny 16 Plus executed and delivered to MMY the First Priority Mortgage (Exhibit B)?

Response: Admit.

Request to Admit No. 20:

Admission: Do you admit or deny 16 Plus on or about September 15, 1997, conveyed, transferred, or encumbered its real property known as Diamond Keturah to MMY?

Response: Deny.

Request to Admit No. 21:

Do you admit or deny the entire agreement between 16 Plus and MMY was contained in the Promissory Note (Exhibit A) and First Priority Mortgage (Exhibit B), both dated September 15, 1997?

Response: Deny.

Request to Admit No. 22:

Do you admit or deny MMY is the holder of the First Priority Mortgage, and any debt owed by 16 Plus for the purchase of Diamond Keturah is owed to MMY?

Response: Deny.

Request to Admit No. 23:

Do you admit or deny MMY supplied \$4.5 million in funds to 16 Plus subject to a mortgage for Diamond Keturah?

Response: Deny.

Request to Admit No. 24:

Do you admit or deny 16 Plus received a \$4.5 million loan from MMY which was secured by a First Priority Mortgage (Exhibit B) on the Diamond Keturah property?

Response: Deny.

Request to Admit No. 25:

Do you admit or deny a Promissory Note (Exhibit A) pertaining to Diamond Keturah property is a valid, binding obligation?

Response: Deny.

Request to Admit No. 26:

Do you admit or deny a First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property is a valid, binding obligation?

Response: Deny.

Request to Admit No. 27:

Do you admit or deny 16 Plus is indebted to MMY in the amount of \$4.5 million?

Response: Deny.

Request to Admit No. 28:

Do you admit or deny you are willing to pay the amount due on the promissory note?

Response: Deny.

Request to Admit No. 29:

Do you admit or deny there is owing to MMY the sum of \$4.5 million at eight percent (8%) interest per annum less the three (3) interest only payments of \$360,000.00 made in 1998, 1999, and 2000 plus a late charge computed as follows:

| | | | | |
|----------------------------|---|----------------------------------|---|---------------------|
| Principal Balance | X | then applicable prime rate | X | number of days |
| <u>Outstanding on Note</u> | | of interest plus $\frac{1}{2}\%$ | | between date |
| 365 | | | | installment due and |
| | | | | date installment |
| | | | | received? |

Response: Deny.

Request to Admit No. 30:

Do you admit or deny pursuant to the Promissory Note (Exhibit A), when a monetary default remains uncured for a period of fifteen (15) days, a default exists and any sums advanced or due under the First Priority Mortgage (Exhibit B) becomes due and payable and the unpaid principal balance of this Promissory Note shall bear interest at eighteen (18%) per annum simple interest?

Response: Deny.

Request to Admit No. 31:

Do you admit or deny you knew in 2005 the mortgage needed to be paid when Diamond Keturah was sold?

Response: Deny.

Request to Admit No. 32:

Do you admit or deny there is an unpaid balance due and payable on the promissory note secured by the mortgage?

Response: Deny.

Request to Admit No. 33:

Do you admit or deny 16 Plus owes an unpaid balance due on the promissory note secured by the mortgage to MMY?

Response: Deny.

Request to Admit No. 34:

Do you admit or deny 16 Plus has failed to reimburse MMY the money, \$4.5 million, MMY loaned to 16 Plus in September 1997?

Response: Deny.

Request to Admit No. 35:

Do you admit or deny 16 Plus did not pay MMY the sums 16 Plus agreed to pay in the promissory note secured by the mortgage?

Response: Deny.

Request to Admit No. 36:

Do you admit or deny the balance sued for is due and owing by 16 Plus to MMY?

Response: Deny.

Request to Admit No. 37:

Do you admit or deny that MMY and/or Fathi Yusuf never made a representation to 16 Plus pertaining to the lack of validity of the First Priority Mortgage that is at issue in this case?

Response: Deny.

Request to Admit No. 38:

Do you admit or deny there is no document relating to a modification of the terms and conditions of the Promissory Note (Exhibit A)?

Response: Admit.

Request to Admit No. 39:

Do you admit or deny there is no document relating to a modification of the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response: Admit.

Request to Admit No. 40:

Do you admit or deny there is no written modification of the terms and conditions of the Promissory Note (Exhibit A)?

Response: Admit.

Request to Admit No. 41:

Do you admit or deny there is no oral modification of the terms and conditions of the Promissory Note (Exhibit A)?

Response: Admit.

Request to Admit No. 42:

Do you admit or deny there is no written modification of the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response: Admit.

Request to Admit No. 43:

Do you admit or deny there is no oral modification of the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response: Admit.

Request to Admit No. 44:

Do you admit or deny 16 Plus did not request a change in the payment terms of the Promissory Note (Exhibit A)?

Response: Admit.

Request to Admit No. 45:

Do you admit or deny 16 Plus did not request a change in the terms of the First Priority Mortgage (Exhibit B)?

Response: Admit.

Request to Admit No. 46:

Do you admit or deny MMY did not enter into an accord and satisfaction and/or an agreement to forgive, excuse, release, discharge, settle, and/or forebear the indebtedness and/or obligation due in connection with the First Priority Mortgage (Exhibit B)?

Response: Deny.

Request to Admit No. 47:

Do you admit or deny 16 Plus gave MMY no consideration for an alleged accord and satisfaction?

Response: Deny.

Request to Admit No. 48:

Do you admit or deny MMY received no consideration of value in exchange for an alleged accord and satisfaction pertaining to Diamond Keturah property?

Response: Deny.

Request to Admit No. 49:

Do you admit or deny 16 Plus gave MMY no consideration for an alleged agreement to forgive, excuse, release, discharge, settle, and/or forebear the indebtedness and/or obligation due in connection with the First Priority Mortgage (Exhibit B)?

Response: Deny.

Request to Admit No. 50:

Do you admit or deny MMY received no consideration of value in exchange for an alleged agreement to forgive, excuse, release, discharge, settle, and/or forebear the indebtedness and/or obligation due pertaining to Diamond Keturah property?

Response: Deny.

Request to Admit No. 51:

Do you admit or deny that in 1998, 16 Plus made a payment in the amount of \$360,000.00 as and for payment of the first yearly interest only payment pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property?

Response: Deny.

Request to Admit No. 52:

Do you admit or deny that in 1999, 16 Plus made a payment in the amount of \$360,000.00 as and for payment of the second yearly interest only payment pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property?

Response: Deny.

Request to Admit No. 53:

Do you admit or deny that in 2000, 16 Plus made a payment in the amount of \$360,000.00 as and for payment of the third yearly interest only payment pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah property?

Response: Deny.

Request to Admit No. 54:

Do you admit or deny only three (3) yearly interest only payments in 1998, 1999, and 2000 have been made on the promissory note of September 15, 1997, since its execution?

Response: Deny.

Request to Admit No. 55:

Do you admit or deny the last payment made by 16 Plus on the Promissory Note (Exhibit A) was made sometime in 2000 and was in the sum of \$360,000.00 as a yearly interest only payment?

Response: Deny.

Request to Admit No. 56:

Do you admit or deny at no time after 16 Plus paid the third yearly interest only payment in 2000 due under the Promissory Note (Exhibit A) and secured by the First Priority Mortgage (Exhibit B) did 16 Plus pay any amounts due and owing to MMY under the promissory note?

Response: Deny as to assumption of payment due, admit as to subsequent non-payment.

Request to Admit No. 57:

Do you admit or deny 16 Plus is not entitled to claim any credit, offsets, or deductions other than a future payment of the \$4.5 million loan?

Response: Deny.

Request to Admit No. 58:

Do you admit or deny the yearly interest only payment of \$360,000.00 due on September 15, 2001, was not paid in full when due according to the terms of the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B)?

Response: Deny as to obligation, admit as to non-payment.

Request to Admit No. 59:

Do you admit or deny the yearly interest only payment of \$360,000.00 due on September 15, 2002, was not paid in full when due according to the terms of the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B)?

Response: Deny as to assumption of payment due, admit as to subsequent non-payment.

Request to Admit No. 60:

Do you admit or deny the payment of the full principal, \$4.5 million, due on September 15, 2002, was not paid in full when due according to the terms of the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B)?

Response: Deny as to assumption of payment due, admit as to subsequent non-payment.

Request to Admit No. 61:

Do you admit or deny 16 Plus failed to pay installments that came due pursuant to the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) on September 15, 2001, and September 15, 2002?

Response: Deny as to assumption of payment due, admit as to subsequent non-payment.

Request to Admit No. 62:

Do you admit or deny you possess no proof or evidence that the unpaid balance due on the Promissory Note (Exhibit A) secured by the First Priority Mortgage (Exhibit B) is not \$4.5 million, plus interest, as of ***September 15, 2001?

Response: Deny as to assumption of payment due, admit as to subsequent non-payment.

Request to Admit No. 63:

Do you admit or deny the Promissory Note (Exhibit A) became in default for non-payment on the maturity date and the default was never cured?

Response: Deny.

Request to Admit No. 65:

Do you admit or deny the First Priority Mortgage (Exhibit B) became in default because of nonpayment of the Promissory Note (Exhibit A) on its maturity date and the default was never cured?

Response: Deny.

Request to Admit No. 65:

Do you admit or deny 16 Plus has failed to comply with all the terms and conditions of the Promissory Note (Exhibit A)?

Response: Deny.

Request to Admit No. 66:

Do you admit or deny 16 Plus has failed to comply with all the terms and conditions of the First Priority Mortgage (Exhibit B)?

Response: Deny.

Request to Admit No. 67:

Do you admit or deny that interest on the claim asserted herein by MMY is due?

Response: Deny.

Request to Admit No. 68:

Do you admit or deny on or about December 12, 2012, MMY made a written demand, a copy is attached as Exhibit "D," upon 16 Plus to pay all of the indebtedness 16 Plus owes to MMY?

Response: Admit.

Request to Admit No. 69:

Do you admit or deny a letter dated December 12, 2012 (Exhibit D) was received by 16 Plus via courier?

Response: Admit.

Request to Admit No. 70:

Do you admit or deny the indebtedness represented by the Promissory Note (Exhibit A) and secured by the First Priority Mortgage (Exhibit B) was not paid within fifteen (15) days from receipt of the letter dated December 12, 2012 (Exhibit D) by its respective addressee, nor has the indebtedness been paid by 16 Plus or its representative?

Response: Deny as written.

Request to Admit No. 71:

Do you admit or deny MMY has fully performed her obligations under the terms of the Promissory Note (Exhibit A)?

Response: Deny.

Request to Admit No. 72:

Do you admit or deny MMY has fully performed her obligations under the terms of the First Priority Mortgage (Exhibit B)?

Response: Deny.

Request to Admit No. 73:

Do you admit or deny there are no facts which form the basis of any defense in this action?

Response:Deny.

Request to Admit No. 74:

Do you admit or deny there are no documents, writings, letters, records or other papers of any sort upon which you intend to utilize as evidence of or a basis for any defense in this action?

Response: Deny.

Request to Admit No. 75:

Do you admit or deny you were aware MMY intended to relocate from Sint Marteen sometime in 2010?

Response: Deny.

Request to Admit No. 76:

Do you admit or deny a member of the Hamed family requested MMY to sign a document to facilitate a sale of Diamond Keturah if MMY intended to relocate from Sint Marteen?

Response: Deny.

Request to Admit No. 77:

Do you admit or deny Mr. Waleed Hamed requested MMY to sign a document to facilitate a sale of Diamond Keturah if MMY intended to relocate from Sint Marteen?

Response: Deny.

Request to Admit No. 78:

Do you admit or deny in 2010 Mr. Waleed Hamed requested MMY to sign a power of attorney, a copy is attached as Exhibit "E," to facilitate a sale of Diamond Keturah before MMY relocated from Sint Maarten?

Response: Deny.

Request to Admit No. 79:

Do you admit or deny MMY is and was a resident of Ramallah, West Bank, Palestine at the time the instant action was commenced?

Response: No knowledge, thus deny.

Request to Admit No. 80:

Do you admit or deny MMY presently resides, and since 2010 has resided, in Ramallah, West Bank, Palestine?

Response: No knowledge, thus deny.

Request to Admit No. 81:

Do you admit or deny the Hamed family and/or representatives or agents of 16 Plus knew MMY was planning to relocate from Sint Marteen sometime in the early 2010s?

Response: Deny.

Request to Admit No. 82:

Do you admit or deny the Hamed family and/or representatives or agents of 16 Plus knew MMY has not reside in Sint Marteen in 2016 and thereafter?

Response: Deny.

Request to Admit No. 83:

Do you admit or deny Waleed Hamed participated in a pattern of criminal activity that is at issue in this case?

Response: Admit.

Request to Admit No. 84:

Do you admit or deny at all times relevant to this matter Mr. Waleed Hamed was an agent or representative of the Hamed family and/or 16 Plus?

Response: Deny.

Request to Admit No. 85:

Do you admit or deny at all times relevant to this matter Mr. Waleed Hamed was authorized to act for and on behalf of the Hamed family and/or 16 Plus?

Response: Deny.

Request to Admit No. 86:

Do you admit or deny Fathi Yusuf was not the agent or representative of MMY at any time relevant hereto?

Response: Deny.

Request to Admit No. 87:

Do you admit or deny that Fathi Yusuf never represented to you that he was an agent of MMY in this case?

Response: Deny.

Request to Admit No. 88:

Do you admit or deny that MMY never represented to you that Fathi Yusuf was her agent?

Response: Deny.

Request to Admit No. 89:

Do you admit or deny that MMY never represented to you that Fathi Yusuf had the authority to act on MMY's behalf and/or was subject to her control in connection with the activity, conduct, and/or incident that is at issue in this case?

Response: Deny.

Request to Admit No. 90:

Do you admit or deny MMY was not an agent or representative of Fathi Yusuf at anytime relevant hereto?

Response: Deny.

Request to Admit No. 91:

Do you admit or deny MMY did not act at the direction of and is not subject to control by Fathi Yusuf in procuring the Promissory Note (Exhibit A) and First Priority Mortgage (Exhibit B) pertaining to Diamond Keturah?

Response: Deny.

Request to Admit No. 92:

Do you admit or deny at all times relevant to this matter 16 Plus was a Virgin Islands corporation and licensed to do business in the Territory of the U.S. Virgin Islands?

Response: Admit.

Request to Admit No. 93:

Do you admit or deny 16 Plus has not paid its annual franchise tax in accordance with 13 V.I.C. § 533(a)?

Response: Lack knowledge so deny.

Request to Admit No. 94:

Do you admit or deny a consolidated matter styled as *Hamed v. Yusuf et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix involves the dissolution, accounting including claimed credits and charges against partner accounts, and wind up of the partnership between Mohammed A. Hamed and Fathi Yusuf ("Hamed/Yusuf partnership")?

Response: Admit,

Request to Admit No. 95:

Do you admit or deny the pleadings in consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix sought a claim for dissolution, wind up, and accounting of a partnership including those related to Plaza Extra Stores?

Response: Admit.

Request to Admit No. 96:

Do you admit or deny in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix, the Hamed family members submitted "Hamed Partnership Claims for 1986 through January 1, 2012," a copy is attached as Exhibit "F"?

Response: Deny.

Request to Admit No. 97:

Do you admit or deny in that submission, entitled "Hamed Partnership Claims for 1986 through January 1, 2012" (Exhibit F), the Hamed family members made a claim for \$4.5 million dollars in partnership funds which the Hamed family members claimed were transferred to Isam Yousuf in 1996-1997 and used to purchase the Diamond Keturah property?

Response: Deny.

Request to Admit No. 98:

Do you admit or deny an accounting of partnership funds, including those pertaining to Plaza Extra Stores, was litigated in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Deny. Only claims as to the partners and United Corporation.

Request to Admit No. 99:

Do you admit or deny in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, the Superior Court of the Virgin Islands, Division of St. Croix rendered a decision concerning each partner's accounting pursuant to *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response: Deny.

Request to Admit No. 100:

Do you admit or deny in consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix, Fathi Yusuf was discharged from any and all liability to 16 Plus and the Hamed family members pertaining to the source of the \$4.5 million loan between MMY and 16 Plus?

Response: Deny.

Request to Admit No. 101:

Do you admit or deny claimed credits and charges against the partner accounts of Plaza Extra Stores partnership funds in the present action is the same and was litigated in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Deny.

Request to Admit No. 102:

Do you admit or deny in consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX- 12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix the Superior Court determined that the Final Wind Up Plan of the partnership relating to Plaza Extra Stores is limited in scope to claimed credits and charges to partner accounts for transactions occurring on or after September 17, 2006?

Response: Deny.

Request to Admit No. 103:

Do you admit or deny the Hamed family members' accounting claims relating to Hamed/Yusuf partnership including Plaza Extra Stores has been decided and is limited to transactions that post-date September 17, 2006 pursuant to *Hamed v. Yusuf, et al.*, 2017 V.I. LEXIS 114 (V.I. Super. Ct. July 21, 2017)?

Response: Deny.

Request to Admit No. 104:

Do you admit or deny the alleged transfer of Plaza Extra Stores partnership funds that is the subject of the loan in this action occurred in 1997 and prior thereto?

Response: Deny.

Request to Admit No. 105:

Do you admit or deny an accounting of Plaza Extra Stores partnership funds for the years 1996-1997 was encompassed and determined pursuant to *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response: Deny.

Request to Admit No. 106:

Do you admit or deny the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, concluded Plaza Extra Stores is not the source of the funds for the purchase of Diamond Keturah property?

Response: Deny.

Request to Admit No. 107:

Do you admit or deny the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, concluded Plaza Extra Stores is not the source of the funds MMY advanced to 16 Plus in exchange for the mortgage relating to Diamond Keturah property?

Response: Deny.

Request to Admit No. 108:

Do you admit or deny the Hamed family members are precluded from challenging that Manal Mohamad Yoused supplied the funds to 16 Plus subject to a mortgage for Diamond Keturah in prior consolidated actions styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix pursuant to *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response: Deny.

Request to Admit No. 109:

Do you admit or deny 16 Plus in the present action has the same interest as the Hamed family members in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Deny.

Request to Admit No. 110:

Do you admit or deny 16 Plus in the present action is in privity with the Hamed family members in a consolidated matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Deny.

Request to Admit No. 111:

Do you admit or deny the Hamed family members with an interest in 16 Plus are identical to or in privity with the named Hamed parties referred to in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV- 278, in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Deny.

Request to Admit No. 112:

Do you admit or deny Mr. Waleed Hamed, who executed the Promissory Note (Exhibit A) and Mortgage (Exhibit B) as President of 16 Plus, is the same Waleed Hamed who appeared as a party in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX- 12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Admit he is same person, but deny as to the same capacity – there he is representative for his Father.

Request to Admit No. 113:

Do you admit or deny Mr. Hisham Hamed, who is a plaintiff in the present action, is the same Hisham Hamed who was a party in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278, in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: [I can answer this of personal knowledge and therefore do not object.] Admit.

Request to Admit No. 114:

Do you admit or deny Mr. Waleed Hamed, who is referenced in the First Amended Complaint in the present action is the same Waleed Hamed who was a party in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Admit as to person, deny as to capacity.

Request to Admit No. 115:

Do you admit or deny the Hamed family members, who are referenced in the Answer to Complaint and Counterclaim of 16 Plus in the present action are the same Hamed family members who were parties in the consolidated cases *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Admit as to persons, deny as to capacity.

Request to Admit No. 116:

Do you admit or deny the interests of 16 Plus was fully and fairly represented by the Hamed family members in a matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX- 12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: Deny.

Request to Admit No. 117:

Do you admit or deny the interests of Mr. Hisham Hamed was fully and fairly represented by himself and the Hamed family members in a matter styled as *Hamed v. Yusuf, et al.*, Civil Nos. SX-12-CV-370, SX-14-CV-287, and SX-14-CV-278 in the Superior Court of the Virgin Islands, Division of St. Croix?

Response: : [I can answer this of personal knowledge and therefore do not object.] Deny.

Request to Admit No. 118:

Do you admit or deny the damages and/or remedies sought by you against Isam Yousuf and/or Jamil Yousuf in this case are precluded by the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response: Deny.

Request to Admit No. 119:

Do you admit or deny the damages and/or remedies sought by you against MMY in this case are precluded by the Superior Court of the Virgin Islands, Division of St. Croix in *Hamed v. Yusuf*, 2017 V.I. LEXIS 114 (Super. Ct. V.I. July 21, 2017)?

Response: Deny.

Request to Admit No. 120:

Do you admit or deny that you did not suffer and/or incur injuries and/or damages as a result of the alleged misrepresentation made by MMY regarding the loan agreement between MMY and 16 Plus that is at issue in this case?

Response: Deny.

Request to Admit No. 121:

Do you admit or deny that MMY, Isam Yousuf, and/or Jamil Yousuf never induced 16 Plus to contract for a loan that is at issue in this case?

Response: Deny.

Request to Admit No. 122:

Do you admit or deny that you did not detrimentally rely on the alleged CICO-prohibited activity and/or conduct of MMY, Isam Yousuf, and/or Jamil Yousuf that is at issue in this case?

Response: Admit detrimental reliance. Wording is confusing.

Request to Admit No. 123:

Do you admit or deny that you did not suffer and/or incur injuries and/or damages to yourself and to business and/or to property in connection with the alleged CICO- prohibited activity, conduct, and/or incident involving MMY, Isam Yousuf, and/or Jamil Yousuf that is at issue in this case?

Response: Admit did suffer, wording is confusing.

Dated: June 27, 2024

/s/ Carl J. Hartmann III
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CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of September 2022, I attempted to serve the responses herein by email, but am unable to document receipt by opposing counsel. Moreover I did then serve the answers here to opposing counsel from Hamed and request enlargement of time from the Court, but with errors in the caption. Pursuant to the *Notice of No Opposition* of June 21, 2022 and the subsequent *Stipulation* of counsel for Hamed and the Yousufs requested by the Special Master, of June 24, 2022, On this 7th day of May, 2024, I re-served a clean copy of those same responses with a corrected caption on the 27th day of June, 2024—a copy of the foregoing--by the Court's E-File System and email, as agreed by the parties, on:

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