

**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**

**PLAINTIFF’S OPPOSITION TO JAMIL AND ISAM YOUSUF’S
MOTIONS TO DISMISS THE (1) SECOND AMENDED COMPLAINT AND
(2) SUPPLEMENTAL COMPLAINT**

Jamil and Isam Yousuf have moved to dismiss Plaintiff’s Second Amended Complaint (“SAC”) pursuant to V.I.R. Civ. P. 12(b)(2), 12(b)(5) and 12(b)(6). They also moved simultaneously to dismiss the Supplemental Complaint (SC) in a separate Rule 12 motion, based on essentially the same issues.

Plaintiff hereby responds to both motions in this single opposition memorandum, as V.I.R. Civ. P. 7(a) only provides for “a Complaint” in a case. Although the Special Master ordered separate filings in his May 9, 2024 Order, to separate the factual allegations before and after the date of the initial complaint, there can be only one Complaint in a case. Hence, a combined

response to both Rule 12 motions, consistent with the V.I. Rules of Civil Procedure, is respectfully submitted for the sake of judicial economy.

I. Both Yousufs Waived Any Objection to Jurisdiction and Service

At the outset of this section, one preliminary comment is in order. The jurisdictional arguments set forth herein, as well as the service of process issues, are the identical arguments raised in a prior Yousuf motion (June 14, 2017) to dismiss the First Amended Complaint (“FAC”). As set forth in the original opposition (July 19, 2017) and again herein, the failure to present certain evidence with that motion is equally fatal here as to the jurisdictional and service of process issues.

In this regard, it is uncontested that after the First Amended Complaint (FAC) was served, Kye Walker entered the following general notice of appearance (“NOA”) on March 13, 2017, on behalf of Isam and Jamil Yousuf (see **Exhibit 1**):

COMES NOW Kye Walker, Esq. of The Walker Legal Group, and enters her appearance as counsel for Defendants, Isam Yousuf and Jamil Yousuf, in the above captioned matter. Please direct copies of all future proceedings, pleadings, briefs, correspondence and other papers filed in this proceeding prior to and subsequent to this date to the undersigned counsel at 16A8 Church Street, 2nd Floor, Christiansted, St. Croix, USVI 00820.

In addressing the effect of such an entry of appearance, the V.I. Supreme Court held in *In re Najawicz*, 52 V.I. 311 (V.I. 2009), that **such a general appearance waives any objection to personal jurisdiction, service and service of process**, stating in depth as follows, *id.* at 338-339:

The record reveals that Miller’s attorney, Attorney Glore, appeared at the August 18, 2008 hearing on the motions filed by Najawicz and Carty. Importantly, the record reveals that Miller’s attorney entered a general appearance rather than a special or limited appearance. *See, e.g., Williams v. Williams*, 266 S.E.2d 25, 28 (N.C.Ct.App.1980); (“[A] **general appearance by a party’s attorney will dispense with process and service**”); *Springs v. Springs*, 651 N.Y.S.2d 579, 579 (N.Y.App.Div.1996) (“[T]he attorney’s appearance without asserting the defense of lack of personal jurisdiction conferred personal jurisdiction over his client.”); *Nixon v. Rowland*, 63 S.E.2d 757, 759 (Va.1951) (“[A] general appearance in a case is a waiver of process, equivalent to personal service of process, and confers jurisdiction of the person on the court; but to have this effect the appearance must have been authorized”); 7A C.J.S. *Attorney & Client* § 239 (Westlaw 2009) (“While the general appearance by an attorney submits his or her client to the jurisdiction of the court if the

appearance has been authorized, it has also been held that **no specific authority to enter a general appearance is necessary, and that a client may be bound by his or her attorney's general appearance although the authority actually granted was to make only a special appearance.** The general rule is that an attorney is presumed to have authority to appear and act on behalf of his or her client unless it is shown conclusively that the attorney was not authorized to do so.”). (Emphasis added).

Of note, the Yousufs fail to address this point in their motion to dismiss the SAC, even though it was previously raised in Plaintiff's opposition to the motion to dismiss the FAC. Neither Isam nor Jamil submitted a declaration asserting that Attorney Walker was expressly not authorized to enter a general notice of appearance, nor did they do so in this renewed motion to dismiss, despite being on notice that Plaintiff deems *Najawicz* to be dispositive as to the jurisdiction and service issues.

More importantly, these Defendants did not submit a declaration from Attorney Walker acknowledging that she was expressly instructed not to enter a general notice of appearance, but did so anyway. Moreover, a review of the record confirms that Attorney Walker intended to only make a general appearance and did not intend to challenge jurisdiction or service of process:

- The language in the NOA filed in this case (Case #650) has no qualifying language about it being a special or limited NOA. See **Exhibit 1.**
- The NOA specifically requests all pleadings and other documents generated “prior to *and subsequent to*” the NOA to be served in her. See **Exhibit 1.**
- After her NOA was filed, Plaintiff's counsel contacted Attorney Walker about submitting a revised scheduling order in this case (Case # 650). See **Exhibit 2.**
- In response, Attorney Walker requested certain documents, resulting in multiple exchanges with Attorney Walker about the case proceeding—including getting those documents to her. See **Exhibit 2.**
- Attorney Walker was then provided some 35,000 documents addressing the underlying facts in this case. See **Exhibit 2.**
- In fact, Attorney Walker was familiar with the facts relevant to the allegations in the FAC in Case # 650, as she had been representing Manal Yousef for over nine months in another case (*Sixteen Plus v Manal Yousef and Fathi Yusuf*, Civ No. STX-2016-0065)(“Case 65”), involving the same core issue as raised in the FAC—the fraudulent mortgage placed on the Diamond Keturah property owned by the Plaintiff. See **Exhibit 2.**

- Moreover, Kye Walker was also already quite familiar with both Isam and Jamil Yousuf well before she entered a NOA in this case, as she had been retained by Isam and Jamil Yousuf to represent Manal Yousef in Case 65, who also paid her and oversaw her work in that related case, as Isam Yousef acknowledged in his deposition here. See **Exhibits 3** (pp. 143-146), **Exhibit 4** (p. 67) and **Exhibit 5** (36-37).
- Likewise, the co-Defendant in this case, Fathi Yusuf, stated under oath in response to interrogatories that Kye Walker was not only counsel for Manal Yousef, but that Isam Yousef was her agent well before this suit was filed. See **Exhibit 2**.
- The issues of jurisdiction and service of process on Isam and Jamil Yousuf were never raised at any time by Kye Walker, as those issues were first raised later by Attorney Hymes after he substituted for Kye Walker. See **Exhibit 2**.

Thus, this Court need go no further, as *Najawicz* is dispositive, holding that the jurisdiction and service defenses raised by Isam and Jamil Yousuf in this motion were waived once their counsel entered a general appearance for them on March 13, 2017.

Moreover, while the Yousuf Defendants previously tried to argue that the distinction between a general NOA and special or limited NOA is only a theoretical distinction that should be ignored by this Court, *Najawicz* holds the direct opposite, recognizing such a distinction, and thus is binding (and dispositive in this case).

In summary, the Yousuf Defendants *knew* the Plaintiff would raise the *Najawicz* holding, as was done over seven years ago, yet they failed to offer any evidence that Attorney Walker was directed to only enter a special appearance so that she could subsequently challenge jurisdiction or service on their behalf. To the contrary, the record demonstrates that Attorney Walker was extremely familiar with the relevant facts and parties, but purposefully sought to appear and secure the documents needed to fully defend this case.

II. **There was service pursuant to 5 V.I.C. § 115**

Regarding service of process, Jamil Yousuf conceded on page 9 of Defendants' instant Rule 12 motion as to the SAC that he was properly served, while Isam Yousuf argues that he was not

properly served. See pp. 7-9. However, in addition to the holding in *Najawicz*, there is one statute and several rules that warrant a finding of proper service on Isam Yousef as well.

First, 5 V.I.C. §115 also moots the issue of service on Isam Yousef, providing in part:

A voluntary appearance of the defendant shall be the **equivalent to personal service of the summons** on him. (Emphasis added.)

See, e.g., *In re Catalyst Litigation*, 2015 WL 9851055, (V.I. Super., 2015) (Third party defendant waived service pursuant to 5 V.I.C. § 115 by entering a voluntary appearance).

Second, V.I.R. Civ. P. 4(n) provides that service shall be deemed valid even if not technically proper if the summons in fact reaches the person. As the comment to this rule notes, it is a “safety valve” provision where Plaintiff can demonstrate the process was actually received.

Here there is no doubt that the summons reached Isam Yousef, which he does not dispute, as he simply claims it was not served in the precise technical fashion prescribed by Rule 4.

Thus, the issue of personal service on Isam Yousuf was also mooted by 5 V.I.C. §115 once Attorney Walker filed the NOA in this case in his behalf (See **Exhibit 1**), as well as Rule 4(n).

One final comment is in order. Both Jamil and Isam argue in their second Rule 12 motion as to the SC that neither was served after the SC was filed. However, the Special Master did not order the SC to be filed under a new civil number. Moreover, both were both already parties in this case, so it is unknown why it should be re-served on either one again. However, even if this argument had merit, a process server has been hired to serve both again, mooted this argument.¹

See **Exhibit 2**.

¹ The SAC and SC were filed on June 28, 2024. Service can be made up to 120 days after a complaint is filed, so that 120 period has not expired. Moreover, pursuant to V.I.R. Civ. P. 4(m), the 120 day deadline for service does not apply to non-residents.

III. Personal Jurisdiction can be found in other ways as well

Finally, even if *Najawicz* did not apply, there is personal jurisdiction over the Yousuf Defendants in this case based on two statutes, either of which also supports denying Defendants' personal jurisdiction arguments in addition to *Najawicz, supra*.

A. CICO's controlling jurisdictional statute-14 V.I.C. §607(j)

Count I of the SAC asserts a CICO claim against the Yousuf Defendants pursuant Chapter 30 of Title 14 of the V.I. Code. To address the type of conduct covered by CICO claims, there is a special jurisdictional provision which controls here, 14 V.I.C. § 607(j), which states:

(j) Personal service of any process in a proceeding or action under this section may be made upon any person outside the Territory of the Virgin Islands **if the person was a principal in any conduct constituting a violation of this chapter in this Territory. The person shall be deemed, by having engaged in such conduct within this Territory, to have thereby submitted himself to the jurisdiction of the courts of this Territory for the purposes of this section.** (Emphasis added.)

The allegations of the SAC clearly allege MANY specific acts of a CICO conspiracy against Fathi Yousuf, Manal Yousef, Isam Yousuf and Jamil Yousuf--as principals in the alleged criminal enterprise. See, e.g. SAC ¶¶ 22, 23, 24, 46-52, 56-61, 66-80 and SC¶¶ 16, 17, 23-34, 39-43. As noted recently in *Erbey Holding Corporation, et al. v. Blackrock Fin. Mgmt., Inc., et al.*, 2023 WL at 8432847 at *24; (Super. Dec. 4, 2023):

Section 607(j) could be used to reach nonresidents—such as drug dealers, gun suppliers, or scam artists, for example—**so long as they have associated with a person located in the Territory when acts violating CICO have occurred.** The nonresident—by having aided, abetted, counseled, commanded, induced or procured another to commit one or more acts that violate CICO—will be deemed to have submitted himself to the jurisdiction of Virgin Islands courts. *Accord Pa Fire Ins. Co.*, 243 U.S. at 96-96. (Emphasis added).

Thus, while the Yousuf Defendants failed to even discuss 14 V.I.C. § 607(j), with only a summary mischaracterization of it in footnote 2 on p. 4 of their Rule 12 motion as to the SAC, that statute expressly creates personal jurisdiction over both Isam and Jamil Yousuf under CICO since the

SAC and the SC both allege multiple acts done in furtherance of this criminal conspiracy in the Virgin Islands by another principal of the CICO conspiracy, Fathi Yusuf.

In summary, *in addition to the holding in Najawicz*, 14 V.I.C. § 607(j) provides for personal jurisdiction over Isam and Jamil Yousuf as well.

B. 5 V.I.C. §4903(4)

Finally, there is one additional basis for exercising personal jurisdiction over both Isam and Jamil Yousuf, 5 V.I.C. §4903(4), which authorizes the exercise of jurisdiction over a nonresident defendant who causes tortious injury in the Virgin Islands by an act or omission outside the Virgin Islands if the defendant engages in a persistent course of conduct in the Virgin Islands. As the Yousufs noted, this section also requires a showing that the Yousuf's due process rights would not be violated by being "hailed" into court in the Virgin Islands.

At the outset, it must be noted that the Plaintiff has the burden of proving that exercising of personal jurisdiction will be proper. *See Molloy v. Indep. Blue Cross*, 56 V.I. 155, 172 (V.I. 2012) ("The plaintiff bears the ultimate responsibility to prove ... that the trial court may exercise personal jurisdiction over the out-of-state defendant.). As *Molloy* also held, *id.* at 172:

However, at the motion to dismiss stage of the litigation, the burden on the plaintiff depends on the actions a trial court takes in disposing of the motion. . . . If the trial court holds an evidentiary hearing on the issue of personal jurisdiction, then the plaintiff must come forward with evidence to prove the court's jurisdiction by a preponderance of the evidence. **However, if the trial court does not hold an evidentiary hearing ... the plaintiff is only required to establish a *prima facie* case for personal jurisdiction.** (Emphasis added.)

With this standard in mind, the record in this case supports a *prima facie* finding of personal jurisdiction under §4903(4) as to Isam Yousuf based on the following evidence:

- Wally Hamed has submitted a statement in this case, explaining the detailed involvement of Isam Yousuf in the laundering of cash in St. Martin and then the transmitting of these laundered funds back to St. Croix in order to buy the Diamond Keturah property. See **Exhibit 6** at §5 -§57 filed under seal. He also explained in the details of the bank

transactions in which Isam was involved in the illegal laundering of these funds. See **Exhibit 6** at §72 -§77. This statement was then verified when he acknowledged and included its contents in his deposition. See **Exhibit 7** at pp. 34-35.

- In his deposition, Wally Hamed again explained the detailed involvement of Isam Yousuf in the laundering of cash in St. Martin and then the transmitting of these laundered funds back to St. Croix in order to buy the Diamond Keturah property. See **Exhibit 7** (depo excerpts pp. 81-87).
- In his deposition in this case (see **Exhibit 3**), Isam Yousuf testified he was “Manal's agent for the purpose of dealing with this money [for the USVI land at issue], the note and the mortgage” (pp. 121-124). He did her USVI collections regarding the Sixteen Plus note as her agent, including retaining a lawyer in St. Martin to send a demand for payment letter on her behalf to Sixteen Plus (pp. 121-124). Together with his son Jamil, he hired and supervised her lawyer for these related actions in the St. Croix courts, including Kye Walker (pp. 141-143 and James Hymes (pp. 144-146). He further testified that he (not Jamil) was the person who provided the USVI power of attorney regarding the land at issue here to Manal (pp. 150-151). As to that POA, he also testified that he read it and was aware that the “power of attorney gave [Fathi] complete control over the property, the note and the mortgage” and that it also gave Fathi the ability to do so “without any liability or indemnification.” (p. 153).
- Isam Yousuf also testified that he lived, worked and owned a business on St. Croix for years, and was naturalized as a U.S. citizen here (pp. 18-20). Moreover, Isam admitted he traveled to the USVI in 2014 to close a brokerage account here (See **Exhibit 2**), demonstrating that his contacts here are not simply fortuitous, but long standing.
- Manal Yousef also testified in her deposition (see **Exhibit 4**) that Isam Yousuf is her brother (p. 20). He handled all relevant discussions with Fathi, all funds and all documents. as she had never spoken to Fathi about the Diamond Keturah transaction (pp. 23, 74-75). All of her funds were always in Isam’s possession and under Isam’s sole supervision (pp. 23, 25). She never had any accounts of her own, as any funds used for this transaction were in accounts titled to and managed by Isam. (pp. 32, 35-36, 39). As for the power of attorney to Fathi Yusuf at issue here, Manal “gave the real estate power of attorney [she signed] to Isam, and Isam handed this document to [Fathi Yusuf] (pp. 63-67). Finally, it was Isam, acting with Jamil, who provided funding for the foreclosure suit that is the center of the CICO conspiracy. (pp. 67). She testified that with regard to this matter: “There's no difference between me and Isam” (pp. 67).

The record also supports a finding of personal jurisdiction in this case under §4903(4) as to Jamil Yousuf based on the following evidence:

- In his deposition in this case (see **Exhibit 5**), Jamil Yousuf testified has been involved in the note, mortgage and the legal matters in this case from 2012 onward (p.24), when he was given a power of attorney to deal with Manal’s USVI legal affairs in the matters under

litigation here (p. 25). He testified that Isam was her agent in the USVI for these litigation matters (p. 26), and that he also acted as her agent in the USVI for these matters from 2012 on—along with Isam (pp. 26-29). He participated in the retention of counsel on St. Croix to represent Manal Yousef, both paying her bills and giving her lawyer instructions (pp. 36-38).

- Manal Yousef has confirmed these assertions in her deposition (see **Exhibit 4**), noting that she gave Jamil a power of attorney to so he could act on her behalf in all matters related to the USVI litigation (p. 65), which included authorizing him to bring the foreclosure lawsuit against Sixteen Plus (p. 66). She also testified that Jamil is using funds from Isam to pay all of her legal bills being incurred in this USVI litigation (pp. 66-67).
- In fact, Jamil Yousuf was the one who submitted the initial false affidavit in this case seeking to have this Court find that Manal Yousef was not subject to this Court’s jurisdiction (see **Exhibit 2**), but then reversed his position and authorized the filing of the foreclosure complaint in her name (see **Exhibit 5** at pp. 24-29, 35-38), which seeks to collect an alleged USVI debt that is not owed to her. See **Exhibits 6 and 7**.

In short, the Plaintiff has certainly met the prima facie burden needed for this Court to find that it can exercise personal jurisdiction over Isam and Jamil Yousuf pursuant to 5 V.I.C. §4903(4) as well, as there is a plethora of evidence demonstrating a persistent course of conduct from 2010 to the present date by both Yousuf Defendants.

As for the constitutional concerns of exercising long arm jurisdiction over these two defendants, based on the evidence cited above, the Yousufs cannot be surprised to being “hailed” into this Court to account for their years of involvement in the USVI, the Diamond Keturah property, and the litigation. They have been central actors from its initial purchase through the on-going efforts to try to steal this property from its rightful owner, Sixteen Plus. Indeed, as Manal Yousef’s agents and alleged “protectors,” they both were actively involved in multiple facets of this matter; orchestrating and carrying out the entire scheme to try to enforce this fraudulent claim against Sixteen Plus. They hired Manal’s lawyers and gave litigation instructions to them, as well as paying their fees from their own funds. In fact, Manal has admitted she never had any contact with her main lawyer, Attorney Hymes, even though he filed the initial motion to dismiss the FAC,

raising the exact same issues now being raised in this motion. See **Exhibit 2**. Isam also testified that he lived, worked and owned a business on St. Croix for years, and was naturalized as a U.S. citizen here (pp. 18-20), admitting he traveled to the USVI in 2014 to close a brokerage account here. See **Exhibit 2**. In short, neither he nor Jamil can claim they have such minimal ties with the Virgin Islands that it would be unfair to them to be “hailed” into court here.

Thus, in addition to *Najawicz* and 14 V.I.C. §607(j), §4903(4) of the V.I. long arm statute also allows this Court to exercise personal jurisdiction over the Yousuf Defendants.

IV. The SAC/SA state a CICO cause action against the Yousuf Defendants

Count I is a statutory claim based on the USVI CICO statute permitting civil CICO claims, 14 V.I.C. § 607. It is respectfully submitted that Count I in the SAC and SC satisfies the relevant pleading of V.I. Civ. P. 8(a)(2), which has changed the applicable pleading standard in the Virgin Islands, to “**notice pleading**” that is easily met here. See, e.g. *Mills-Williams v. Mapp*, 67 V.I. 574, 585 (V.I. 2017) (acknowledging that Rule 8(a)(2) permits a complaint so long as it “adequately alleges facts that put an accused party on notice of claims brought against it”).

Equally important, in considering a Rule 12 motion, only the facts alleged in the complaint are considered, which must be taken as true at this juncture. See, e.g., *Brady v. Cintron*, 2011 WL 4543906, at *9 (V.I. 2011) (where there are well-pleaded factual allegations, a court should assume their veracity in considering a Rule 12(b)(6) motion).

With this standard in mind, the Yousuf Defendants assert that Count I fails to meet the Rule 12(b)(6) threshold for several reasons, which are addressed in the order raised in the motion.

A. The Statute Of Limitations (SOL) Rule 12(b)(6) Argument.

CICO has a 5 year SOL. See 14 V.I.C. §607(h). It is black letter law that the SOL for a cause of action does not accrue until the wrong is discovered, which rule the Yousuf defendants

concede in their Rule 12 SAC motion (at p. 10) applies to CICO claims, citing *Pemberton Sales & Serv. v. Banco Popular de P.R.*, 877 F. Supp. 961, 970 (D.V.I. 1994). Thus, no further discussion is necessary regarding this rule.

In this case, the Defendants incorrectly assert that the SOL began to run when the mortgage and note were executed to Manal Yousef in 1997 so that Sixteen Plus could buy the Diamond Keturah property on St. Croix. However, that is not the gravamen of the SAC. The “hidden” plan that is the basis for the CICO claim in Count I could only have been discovered in 2012, as alleged in the SAC and as discussed herein, which facts this Court must assume are true for the limited purpose of this Rule 12(b)(6) SOL argument.

In this regard, as alleged in the SAC, there was never any intent for the mortgage and note given to Manal Yousef to be considered to be a valid loan transaction, as it was agreed that the loan documents were a ruse to simply help hide the fact from the Government and the banks that the purchase funds were actually laundered funds from the Plaza Extra operations, with the sham mortgage being unenforceable. See SAC ¶¶ 13-32. In short, while it would look like Manal Yousef loaned Sixteen Plus funds to buy the Diamond Keturah property, she did not do so, as the funds came from the Plaza businesses equally owned by Fathi Yusuf and Mohammed Hamed. SAC ¶¶ 13-20. As specifically alleged in SAC (¶¶ 25-26) Fathi told Mohamed Hamed, his partner in Plaza, that he would get the sham mortgage discharged when needed and that he would make sure the USVI corporate filings for the Plaza business would accurately reflect that the purchase money came from Plaza, not Manal.

While it is unknown exactly when Fathi Yusuf decided to use these “Manal documents” to try to steal Hamed’s 50% interest in Sixteen Plus, the SAC alleges that while a “hidden” plan to do so began around May of 2010, with Manal Yousef, Isam Yousuf and Jamil Yousuf aiding Fathi

Yusuf to effectuate his “hidden” plan (SAC ¶¶ 46-52), which was not immediately discovered by Plaintiff.

The SAC then goes on to allege that the Hamed shareholders (and officers²) of Sixteen Plus “did not learn” about this “hidden” plan until 2012, when Fathi Yusuf also attempted to steal the 50% assets of Sixteen Plus and the Plaza Extra Partnership from Hamed. See SAC ¶ 50. The SAC further alleges that the Plaintiff discovered this plan when Sixteen Plus received a December 2012 letter from an attorney for Manal Yousef in St. Martin asserting for the first time that the sham mortgage was in fact valid and due (SAC ¶ 56). The letter referenced in ¶56 is attached to the SAC as Exhibit 2, dated December 12, 2012. Sixteen Plus had counsel respond immediately to this absurd claim, as alleged in ¶¶ 57-58 of the SAC, as this was the first time Sixteen Plus was placed on notice that the defendants would try to enforce the terms of this sham mortgage and note, and now understood there was a plan to obtain the Sixteen Plus assets as well as the Plaza Extra assets.

In short, the SAC clearly alleges that Sixteen Plus only discovered this “hidden” plan in late 2012, which must be taken as true at this juncture in considering this Rule 12(b)(6) motion, which is within the SOL for filing the CICO claim asserted in Count I, as the initial complaint in this case was filed on October 31, 2016.

In summary, as the Plaintiff did not discover that there was a plan to divest Sixteen Plus of its rightful interest in the Diamond Keturah property until 2012, when the Hamed shareholders (and officers) of Sixteen Plus became aware of Fathi Yusuf’s predatory plans to steal its only asset, the Diamond Keturah property, the initial Complaint filed in this case was well within the 5 year SOL for CICO claims, as alleged in the SAC, which facts must be assumed to be true at this stage.

² Mohammed Hamed was the President of Sixteen Plus in 2012, while Wally Hamed was its Vice-President. See Exhibits B and C referenced in SAC ¶ 76(d) and attached to the SAC.

More importantly, the SAC and the SC allege multiple acts in furtherance of this CICO criminal conspiracy during and *after* 2012, which are continuing. See SAC ¶¶ 61-80; SC ¶¶ 13-34. In this regard, the commencement of the SOL is triggered again each time a new “act” in furtherance of the criminal conspiracy is committed, as noted by the V.I. Supreme Court in *Anthony v. FirstBank Virgin Islands*, 58 V.I. 224, 230–31, 2013 WL 211707, at *3 (V.I. Jan. 17, 2013), *as amended* (June 21, 2013) (“When courts apply the continuing violation doctrine, the claim will not be barred provided that at least one wrongful *act* occurred during the statute of limitations period and that it was committed in furtherance of a continuing wrongful act or policy or is directly related to a similar wrongful act committed outside the statute of limitations.”) *See also, Goellet Dev. Inc. v. Kemthorne, Sec’y of the Interior*, No. CV 07-50, 2016 WL 7015629, at *6 (D.V.I. Nov. 30, 2016) (“The NPS regularly locked and unlocked the gate. Each time that the NPS locked the gate could be viewed as a recurring act.”); *Bluebeard's Castle, Inc. v. Hodge*, 51 V.I. 672, 685 (D.V.I.App.Div.2009) (continuing tortious conduct, such as trespass, extends the time in which a claim need be filed). This concept is simple, black letter law. See, e.g., *Udolf 631, LLC v. Select Energy Contracting, Inc.*, No. HHD CV 09 5032387 S, 2012 WL 386633, at *6 (Conn. Super. Ct. Jan. 12, 2012) (“continued to make misrepresentations and to conceal facts from the plaintiff”).

Thus, based on the express wording of § 607(h), the five year CICO statute of limitations has not run. Indeed, the Yousuf Defendants continue to commit sufficient acts under CICO jurisdictional requirements up to the present, as the predicate acts in which Jamil and Isam are participating in furtherance of this hidden plan have continued to take place since then, with specific predicate acts in furtherance of this plan occurring each year since 2012 through the current date. See SAC ¶¶ 61-80 and SC ¶¶ 13-34. In short, the acts to perpetrate this criminal fraud

on the Plaintiff, as well as this Court, still continue so that the CICO limitations period has not even begun, much less run.

The Rule 12(b)(6) SOL defense should be summarily rejected.³

B. The Rule 12(b)(6) Statute of Frauds Argument

The Yousuf Defendants also assert that the SAC fails because Plaintiff is not an aggrieved party under 14 V.I.C. §607(a). The Yousuf Defendants argue that 28 V.I.C. §241(a), which codifies the V.I. Statute of Frauds, bars any allegation of wrongdoing to take real property unless there is written agreement regarding this property. This short argument (one paragraph) is nonsensical, to put it mildly.

The SAC makes it clear that the Yousuf Defendants, in concert with Fathi Yusuf and Manal Yousef, engaged in many specific criminal acts in order to try to take Plaintiff's real property by foreclosing a sham mortgage that they knew was not valid and was never intended to be enforced. SAC ¶¶ 17-32, 46-55. The SAC also alleges that the Yousef Defendants, in conjunction with the other defendants, committed specific violations of law, as defined by 14 V.I.C. §605 in their attempt to gain control of USVI property from Sixteen Plus. SAC ¶¶ 86-88. Thus, Sixteen Plus, as the title owner of the property that is the target of the CICO conspiracy, is clearly an aggrieved party under §607(a), as it seeks to obtain relief from criminal, wrongful acts to take that title.

³ The Yousufs did not raise this SOL argument as to the prima facie tort in Count IV. Had they done so, the SOL defense would fail for the same reasons, as both the SAC and SC allege that this wrongful conduct was first discovered in 2012 and continued each year since 2012. Moreover, as the Virgin Islands Supreme Court held in another case between the Yusuf/Hamed parties, whenever there is *any* factual dispute as to the application of the SOL discovery rule in a case where a jury demand has been made, **those facts must be resolved by the jury**. See *United Corp. v. Waheed Hamed*, 2016 WL 154893, at *7 (V.I. Jan. 12, 2016) (reversing a SOL summary judgment ruling).

C. The elements of a CICO conspiracy were properly pled as to the Yousufs

To plead a claim under § 607, one need allege facts sufficient to support a finding that the Defendants have violated one of the subsections of § 605, including:

(a) It is unlawful for any person employed by, or associated with, any enterprise, as that term is defined herein, to conduct or participate in, directly or indirectly, the affairs of the enterprise through a pattern of criminal activity.

(b) It is unlawful for any person, through a pattern of criminal activity, to acquire or maintain, directly or indirectly, **any interest in, or control of, any enterprise or real property**. (Emphasis added.)

Violations of sections (a) and (b) of §605 are specifically pled as part of the Plaintiff's claim, so the elements of a CICO claim have been properly alleged. FAC ¶¶ 82-91.

The Yousufs seem to argue that the Plaintiff failed to properly plead a CICO conspiracy under §605(a) because: (1) there is no allegation of a manifest agreement to participate in the conspiracy by the Defendants (2) through the commission of two or more predicate acts. That argument is also without merit, as the SAC alleges a manifest agreement for both Isam and Jamil Yousef to participate in the conspiracy, starting in 2010 and continuing through the current date. SAC ¶¶ 46-52, 56-57, 74-75 and SC ¶¶ 23-34. Indeed, the SAC alleges that they helped obtain a USVI power of attorney from Manal Yousef which they planned to use to deprive the Hameds of their 50% interest in the Diamond Keturah property. It then alleges that these two "St. Martin Defendants" had a lawyer in St. Martin send the threatening, fraudulent demand letter to Sixteen Plus, in the USVI, seeking to collect the sham mortgage. SAC ¶¶ 56. The SAC further alleges that the Yousufs then agreed to (and did) intercept the foreclosure complaint filed against Manal Yousef and to try to hide her from the Court by both mail fraud and lies to the Court. SAC ¶¶ 46-52, 74-75 and SC ¶¶ 23-34.

Indeed, the sufficiency of the CICO allegations are all succinctly stated in the referenced paragraphs that speak for themselves, explaining the specific persons involved, the agreement of Isam and Jamil Yousuf to knowingly participate in this “hidden” plan, the time that they pursued this plan and the means by which they did so. In short, a plain reading of the referenced paragraphs in the SAC and the SC confirms that the CICO elements were properly pled.

D. The existence of a criminal enterprise was properly pled as to the Yousufs

Section 605(h) allows a criminal enterprise to be an “association in fact,” as the Yousuf Defendants concede. As the U.S. Supreme Court explained in *Boyle v. United States*, 556 U.S. 938 (2009), an association-in-fact enterprise need not be a formal one or in writing, stating, *id.* at 946:

Such a group need not have a hierarchical structure or a “chain of command”; decisions may be made on an ad hoc basis and by any number of methods—by majority vote, consensus, a show of strength, etc. Members of the group need not have fixed roles; different members may perform different roles at different times. The group need not have a name, regular meetings, dues, established rules and regulations, disciplinary procedures, or induction or initiation ceremonies. While the group must function as a continuing unit and remain in existence long enough to pursue a course of conduct, nothing in RICO exempts an enterprise whose associates engage in spurts of activity punctuated by periods of quiescence.

This language was quoted with approval in *Erbey, supra*, at *82, which noted that V.I. Courts generally follow RICO federal law where there is no V.I. Supreme Court case yet on point.

With this standard in mind, the “association in fact” element is pled in detail in the SAC and the SC—the purpose (to steal Diamond Keturah from Sixteen Plus and the Hamed shareholders) is repeatedly stated as being undertaken via the relationship between four family members (Fathi Yusuf, Isam Yousuf, Manal Yousef and Jamil Yousuf) working together in St. Martin and St. Croix between 2010 and the current date to accomplish the wrongful goal of stealing the land. SAC ¶¶ 45-80 and SC ¶¶ 23-34.

Likewise, despite Defendants' attempt to mischaracterize the theory of the CICO claim (on page 14 of the Rule 12 motion as to the SAC) this criminal enterprise is completely different than the creation of the sham mortgage in 1997. The SAC relates the decisions and acts to implement a "hidden" plan in 2010 to the present. (SAC ¶¶ 46-52). As alleged in the SAC, this sustained and continuous effort initially extended over six years from 2010 to 2016 (SAC ¶¶ 46-52, 56-57, 61-80), which is enough time to satisfy the "longevity" prong of CICO. Moreover, the SC contains multiple allegations regarding additional acts since the initial complaint was filed that continue to this day. SC ¶¶ 23-34.

In summary, as alleged in the SAC, while Isam Yousuf was a part of the initial money laundering scheme to divert cash to St. Martin and then wire it back to St. Croix--for which he was indicted on St. Croix for this precise conduct. SAC ¶¶ 17-37, these acts are not part of the CICO conspiracy alleged in Count I, though they do show that when he (along with Jamil) knew when they had Manal execute the POA in St. Martin to gain control over the mortgage (SAC ¶¶ 46-51) that they were now beginning to engage in a new criminal enterprise. The subsequent acts that have taken place in St. Martin over the last 14 years, orchestrated by Fathi Yusuf and performed by both Isam with Jamil, as alleged in both the SAC and the SC (e.g., the letter from the St. Martin lawyer, diverting the complaint filed against Manal in St. Martin, hiding her and then lying to the Court as to the location of Manal despite a court order that they provide her contact information, filing interrogatory responses directly contrary to verified tax returns, etc.) all show a purpose, longevity and a relationship between these co-conspirator Defendants.

As such, the facts as alleged show a very persistent and continuing criminal enterprise in which both Isam and Jamil Yousuf actively participated, which they are still doing, warranting this aspect of the Defendants' Rule 12 motions to be denied as well.

E. A pattern of criminal activity was properly pled as to the Yousufs

Finally, Plaintiff has alleged a proper “Pattern of Criminal Activity.” This element of §605(a) defines this pattern as “two or more occasions of conduct” that is further described in §604(j) that “(A) constitutes criminal activity, (B) are related to the affairs of the enterprise, and (C) are not isolated.”

Again, the factual allegations in the SAC and SC, taken as true, more than meet this test. SAC ¶¶ 46-52, 56-57, 74-75 and SC ¶¶ 23-34. As already noted in detail, the Plaintiff has alleged more than two criminal acts of predicate mail and wire fraud, as well as acts of perjury, theft, and obstruction of justice. SAC ¶¶ 86-90. The SAC also alleges that each act within this criminal conspiracy is specifically related to the enterprise. These were not isolated acts, these acts were done with the common purpose of stealing Diamond Keturah from Sixteen Plus that have been continuous over the past 14 years and are continuing. SAC ¶¶ 46-90, SC 23-34.

F. The SC Allegations

While the arguments made by Plaintiff in subsections A. through E. above address Defendants’ Rule 12 as to the Defendants’ Rule 12 motions, one additional comment is in order. In their SC motion, Defendants also argue that there are no acts directed towards them in the SC, as the SC simply alleges acts against Manal Yousef. However, the SC makes it clear by its title that it is supplementing the prior allegations, as repeated in ¶ 7 of the SC. The SC then states in ¶ 23:

23. Thereafter, the alleged conspirators, along with Manal Yusuf did many *post-complaint* acts in furtherance of the CICO conspiracy as follows.

Thus, the acts attributed to “Manal Yousef” were, in fact, actually done by either Isam or Jamil Yousef as shown in their deposition testimony, as Manal did not do these acts directly. They were carried out by her agents, as she has conceded in discovery responses referenced. See **Exhibit 2**.

V. Count IV: Prima Facie Tort

The Defendants try to summarily dismiss Count IV, claiming the only relief the cause of action affords are emotional damages, which a corporation cannot suffer. However, it is black letter law that the action in Count IV is not limited to just emotional damages, as it is based on what is known as the *prima facie tort*, articulated in §870 of the Restatement (Second) of Torts as follows:

One who intentionally causes injury to another is subject to liability to the other for that injury, if his conduct is generally culpable and not justifiable under the circumstances. This liability may be imposed although the actor's conduct does not come within a traditional category of tort liability.

As for whether this tort is recognized in the Virgin Islands, multiple courts in the Virgin Islands have recognized this tort by and against corporate entities. *See e.g., Gov't Guarantee Fund of Finland v Hyatt Corporation*, 955 F. Supp. 441, 463 (D.V.I. 1997). In fact, a *Banks* analysis was done in *Bank of Nova Scotia v. Boynes*, 2016 WL 6268827, at *3, n. 16 (V.I. Super. Ct. 2016):

While the Supreme Court of the Virgin Islands has not yet weighed in on the issue, the Third Circuit, the District Court of the Virgin Islands, and the Superior Court have all recognized prima facie tort as a viable cause of action. In addition, many other jurisdictions also recognize prima facie tort as actionable. *See, e.g., The Modern Prima Facie Tort Doctrine*, 79 Ky. L.J. 519, 525–27 (1990/1991) (“twenty-one states, including New Jersey, plus the Virgin Islands and District of Columbia recognize prima facie tort”). Given that prima facie tort fills in gaps in the law and grants relief where there may not be any available, the Court finds that recognition of prima facie tort as a cause of action represents the soundest rule for the Virgin Islands and is in accord with local public policy.

Likewise, the recent decision in *Erbey*, *supra* at *33, did an extensive *Banks* analysis, noting that courts in many states have discussed this tort with approval:

Among the jurisdictions whose highest courts have recognize prima facie tort by name are only New Mexico, Missouri, and New York, while Ohio initially rejected prima facie tort by name, but then recognized the theory under the Restatement (Second) of Torts. New Jersey acknowledged that it had not squarely addressed whether to adopt prima facie tort, then addressed it, but declined to decide whether to recognize it. The District of Columbia acknowledged that it has not recognized prima facie tort, while Wyoming observed that, if it were to recognize prima facie tort, it would be available only to the exclusion of other causes of action. Utah too acknowledged that it has not recognized prima facie tort but observed in dicta that it would only be available for lawful acts. Only Alabama, Montana,

Oregon, and Vermont have explicitly declined to recognize it. Other jurisdictions' highest courts do not appear to have addressed whether to adopt prima facie tort. (Footnotes that refer to each case citation omitted).

Erbey then goes on hold, *id.* at *32, that “the majority of judges and scholars that have considered the underlying theory have recognized its soundness.” *Erbey* then adopted these elements for the prima facie tort in the Virgin Islands as the soundest rule for the Virgin Islands, noting they track §870 of the Restatement, *supra* at *33:

To state a claim for prima facie tort, a plaintiff must allege “(1) an intentional lawful act by defendant; (2) defendant's intent to injure the plaintiff; (3) injury to the plaintiff; and (4) an absence of or insufficient justification for defendant's act.”

Erbey, *supra* at *33, also held that the prima facie tort is a stand-alone tort in the Virgin Islands, no longer to be summarily dismissed prior to trial even if another claim is similar.

As it relates to the Yousufs' Rule 12 motions, *Comment m* to the most updated version of §870 points out that *all types of damages are available for this tort*, including pecuniary and non-pecuniary damages as well as punitive damages.⁴ Thus, the entire argument on Count IV can and should be summarily rejected.

VI. Conclusion

For the reasons set forth herein, it is respectfully submitted that Yousufs' motions should be denied. Moreover, if the SAC or SC pleadings were deficient in any way, leave to amend should be freely granted at this juncture. *See, e.g., Fowler v. UPMC Corp.*, 578 F.3d 203, 212 n. 6 (3rd Cir. 2009) (a party should be given “an opportunity to amend” their complaint so as to provide “further specifics” in the event the Court found such details needed.)

⁴ This same reference was in *Comment g* to the original version of §870, that can be supplied to the Court if requested.

Dated: October 7, 2024

/s/ Joel H. Holt
Joel H. Holt, Esq. (Bar # 6)
Counsel for Plaintiffs
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

**CERTIFICATE OF PAGE LIMIT REQUIREMENTS
AND CERTIFICATE OF SERVICE**

I hereby certify that this filing complies with the applicable page length requirements and that on the 7th day of October, 2024, I served a copy of the foregoing--by the Court's E-File System and email, as agreed by the parties, on:

Charlotte Perrell
Stephen Herpel
Counsel for Defendant Fathi Yusuf

Christopher Allen Kroblin
Marjorie Whalen
Counsel for Defendants
Manal Mohammad Yousef
Jamil Yousuf
Isam Yousuf

Kevin Rames
Counsel for Nominal Defendant
Sixteen Plus Corporation

/s/ Joel H. Holt

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 YOUSUF, ISAM YOUSUF and
JAMIL YOUSEF**

Defendants,

And

SIXTEEN PLUS CORPORATION,

A nominal Defendant.

CASE NO.: SX-2016-CV-650

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

JURY TRIAL DEMANDED

NOTICE OF APPEARANCE

COMES NOW, Kye Walker, Esq., of The Walker Legal Group and hereby enters her appearance as counsel for Defendants, Isam Yousuf and Jamil Yousef, in the above-captioned matter. Please direct copies of all future proceedings, pleadings, briefs, correspondence and other papers filed in this proceeding prior to and subsequent to this date to the undersigned counsel at 16AB Church Street, 2nd Floor, Christiansted, St. Croix, USVI 00820.

Respectfully Submitted,

THE WALKER LEGAL GROUP
*Attorney for Defendants Isam Yousuf
and Jamil Yousef,*

BY: 

Kye Walker, Esq.
VI Bar No. 995
2201 Church Street,

DATED: March 13, 2017


The Walker Legal Group
16AB Church St.
2nd Floor
Christiansted, St. Croix
USVI 00820
Tel: 340-773-0601
Fax: 888-231-0601
kye@thewalkerlegalgroup.com

**PLAINTIFF'S
EXHIBIT**

tabbles

1

NOTICE OF APPEARANCE

Page 2

Suite #16AB, 2nd Floor
Christiansted, St. Croix
U.S. Virgin Islands 00820-4611
Telephone: (340) 773-0601
Fax: (888) 231-0601
kve@thewalkerlegalgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on, a true and correct copy of NOTICE OF APPEARANCE was served upon the following parties or their counsel as noted below:

VIA EMAIL AND HAND DELIVERY :

Joel H. Holt, Esq. (Bar # 6)
Counsel for Plaintiff
Law Offices of Joel H. Holt
2132 Company Street
Christiansted, St. Croix,
U.S. Virgin Islands, 00820
Tel: (340) 773-8709
Fax: (340) 773-8677
holtvi@aol.com

Carl J. Hartmann, III, Esq.
Co-Counsel for Plaintiff
5000 Estate Coakley Bay, L-6
Christiansted, St. Croix,
U.S. Virgin Islands, 00820
carl@carlhartmann.com

And via email and U.S. Mail to the following:

Stefan B. Herpel, Esq. (V.I. Bar No. 1019)
Lisa Michelle Komives, Esq. (V.I. Bar No. 1171)
Counsels for Defendant, Fathi Yousuf
1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, U.S. Virgin Islands, 00804
Tel: (340)774-4422
Telefax: (340)715-4400
sherpel@dtflaw.com
lkomives@dtflaw.com

BY: 

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

DECLARATION OF JOEL H. HOLT

I, Joel H. Holt, declare, pursuant to V.I. R. CIV. P. 84, as follows:

1. I am a lawyer licensed to practice law in the U.S. Virgin Islands and am familiar with the facts set forth herein.
2. After Attorney Kye Walker filed a Notice of Appearance in this case, I contacted Attorney Walker about submitting a revised scheduling order in this case (Case # 650). See **Exhibit A**.
3. In response, Attorney Walker requested certain documents, resulting in multiple exchanges with Attorney Walker about the case proceeding—including getting those documents to her. See **Exhibit A**.
4. Attorney Walker was then provided some 35,000 documents addressing the underlying facts in this case. See **Exhibit A**.
5. Attorney Walker was familiar with the facts relevant to the allegations in the FAC in Case # 650, as she had been representing Manal Yousef for over nine months in another case (*Sixteen Plus v Manal Yousef and Fathi Yusuf*, Civ No. STX-2016-0065) (“Case 65”), involving the same core issue as raised in the FAC—the fraudulent mortgage placed on the Diamond Keturah property owned by the Plaintiff.



6. The co-Defendant in this case, Fathi Yusuf, stated under oath in response to interrogatories that Kye Walker was not only counsel for Manal Yousef, but that Isam Yousuf was her agent well before this suit was filed. See **Exhibit B**.
7. The issues of jurisdiction and service of process on Isam and Jamil Yousuf were never raised at any time by Kye Walker, as those issues were first raised later by Attorney Hymes after he substituted for Kye Walker.
8. Jamil Yousuf submitted an affidavit in this case seeking to have this Court find that Manal Yousef was not subject to this Court's jurisdiction (See **Exhibit C**), even though she now admits otherwise in her court filings.
9. Manal has admitted she never had any contact with Attorney Hymes. See **Exhibit D**.
10. Isam Yousuf admitted he came to the Virgin Islands in 2014 (See **Exhibit E**), which he did to close a brokerage account at Merrill-Lynch according to the account representative I spoke to, James Ross.
11. My office has sent the Supplemental Complaint as two summons to a process server in St. Martin to serve it on Jamil Yousuf and Isam Yousuf.

I declare under penalty of perjury that the foregoing is true and correct, executed on this 7th day of October, 2024.



JOEL H. HOLT

From: Kye Walker [<mailto:kye@thewalkerlegalgroup.com>]
Sent: Wednesday, March 15, 2017 12:21 PM
To: Kim Japinga <KIM@japinga.com>
Cc: carl@carlhartmann.com; Joel Holt <holtvi@aol.com>; Paralegal @ The Walker Legal Group <paralegal@thewalkerlegalgroup.com>; Rowena Jones <rowena@thewalkerlegalgroup.com>
Subject: RE: Your Request for Filed Documents, Hamed v. Yusuf - 16-650

Kim:

This is acceptable to me.

Thank you,

Kye Walker, Esq.

From: Kim Japinga [<mailto:KIM@japinga.com>]
Sent: Wednesday, March 15, 2017 10:21 AM
To: Kye Walker
Cc: carl@carlhartmann.com; Joel Holt
Subject: Your Request for Filed Documents, Hamed v. Yusuf - 16-650

Good morning, Attorney Walker:

Attorney Hartmann asked me to get in touch with you regarding our Rule 26 document production. As the production is quite large, I have ordered an external thumb drive of sufficient size to be able to send you the documents. The drive should arrive by the end of the week. It is an encrypted drive (the documents contain social security numbers, bank account numbers, etc.). I will email the passcode to you after I have set it, so when the drive arrives, you will be able to open it.

Because the drive is expensive, I would appreciate it if you could send it back to me. I will include a pre-paid USPS priority mail envelope for this purpose.

I am in Washington DC, so I don't anticipate being able to get the documents to you until next week, the following at the latest. I will let you know when I put them in the mail.

Please let me know if this process is acceptable to you.

Kindest regards, Kim



From: Kye Walker [mailto:kye@thewalkerlegalgroup.com]
Sent: Tuesday, March 14, 2017 5:36 PM
To: Carl@hartmann.attorney
Cc: Japinga, KiM <kim@japinga.com>; holtvi@aol.com
Subject: RE: Your Request for Filed Documents, Hamed v. Yusuf - 16-650

This is very helpful. Thank you.

Kye Walker, Esq.

From: Carl Hartmann [mailto:carl@carlhartmann.com]
Sent: Tuesday, March 14, 2017 5:25 PM
To: kye@thewalkerlegalgroup.com
Cc: Japinga, KiM; holtvi@aol.com
Subject: Re: Your Request for Filed Documents, Hamed v. Yusuf - 16-650

Attorney Walker:

Joel Holt has asked that I provide you with the following – it provides links to all of the pleadings we have as being filed in the *Hamed v. Yusuf* - 16-650 action. Kim Japinga (kim@japinga.com) will be getting in touch with you regard to other documents in this action that you might want.

Best Regards,

Carl Hartmann

Ps. Just click on the highlighted text to the left of the document while connected to the internet.

Date Filed	DE#	Filer	Document(s)
3/9/2017	SuperiorSTX	Hamed	Opposition to Motion to Stay Discovery Pending Motion to Dismiss
3/9/2017	SuperiorSTX	Hamed	Motion for entry of a Scheduling Order
3/9/2017	SuperiorSTX	Hamed	Rule 47 Motion for Default Judgment as to 2 St. Martin Defendants
3/6/2017	SuperiorSTX	Yusuf	Motion for Sur-Reply re Partial SJ on Fiduciary Duty
2/24/2017	SuperiorSTX	Hamed	Yusuf Motion to Stay

			Discover pending Mot to Dismiss
2/13/2017	SuperiorSTX	Hamed	Reply re Motion for SJ as to Count III
2/9/2017	SuperiorSTX	Yusuf	Opposition to Motion for SJ as to Count III
2/6/2017	SuperiorSTX	Yusuf	Reply re Motion to Dismiss
1/20/2017	SuperiorSTX	Hamed	Motion for Partial Summary Judgment as to Fiduciary Duty
1/20/2017	SuperiorSTX	Hamed	Opposition to Motion to Dismiss
1/20/2017	SuperiorSTX	Hamed	Motion to Strike Yusuf Motion to Dismiss for page limit
1/9/2017	SuperiorSTX	Yusuf	Motion to Dismiss the Amended Complaint
12/23/2016	SuperiorSTX	Hamed	Opposition to Motion to Dismiss (as Moot)
12/23/2016	SuperiorSTX	Hamed	Notice of Filing of First Amended Complaint with Redline
12/23/2016	SuperiorSTX	Hamed	First Amended Verified Complaint
12/5/2016	SuperiorSTX	Yusuf	Motion to Dismiss; and for Indispensable Party
11/07/2016	SuperiorSTX	Hamed	2 Proofs of Service of Summons & Complaint: (1) Wally Hamed as Agent and (2) Fathi Yusuf as Defendant
10/31/2016	SuperiorSTX	Hamed	Complaint

From: Kye Walker <kye@thewalkerlegalgroup.com>
Date: March 14, 2017 at 4:41:41 PM AST
To: Joel Holt <holtvi@aol.com>
Subject: RE: Hamed v. Yusuf - 16-650 Scheduling Order

Joel:

Thank you for your offer to provide copies of pleadings in this matter. Can you provide the following pleadings below? My office can provide a blank cd or jump drive for convenience.

01/27/17 – Notice of Filing Proof of Service on Isam Yousef an Jamil Yousef Submitted by Joel Holt, Esq.
02/06/17 – Defendant, Faith Yusuf’s Motion for Leave, Nunc Pro Tunc, to File a Motion Over 20 Pages Attached with Proposed Order and Notice of Filing Documents in the Other Division Filed by Stefan B. Herpel, Esq.
02/06/17 – Defendant, Faith Yusuf’s Reply in Support of His Motion to Dismiss Plaintiff’s First Amended Complaint Filed by Stefan B. Herpel, Esq.
02/09/17 – Notice of Filing Documents in the Other Division, Defendant Fathi Yusuf’s Rule 56(d) Opposition to Plaintiff’s Motion for Partial Summary Judgment and Order Submitted by Stefan B. Herpel, Esq.
02/14/17 – Plaintiff’s Reply to Yusuf’s Opposition to Motion for Partial Summary Judgment Filed by Joel Holt, Esq.
02/24/17 – Defendant Faith Yusuf’s Motion to Stay Discovery Pending the Disposition of His Motion to Dismiss Plaintiff’s First Amended Complaint Attached with Proposed Order and Notice of Filing in Other Division Filed by Stefan B. Herpel, Esq.
03/06/17 – Defendant Fathi Yusuf’s Motion for Leave to File a Sur Reply to Plaintiff’s Motion for Partial Summary Judgment Attached with Exhibits and Proposed Order Filed by Stefan B. Herpel, Esq.

Kye Walker, Esq.

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Monday, March 13, 2017 3:45 PM
To: kye@thewalkerlegalgroup.com
Subject: Re: Hamed v. Yusuf - 16-650 Scheduling Order

ok-thanks. If there are nay pleadings you need, I would be glad to send them

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

-----Original Message-----

From: Kye Walker <kye@thewalkerlegalgroup.com>
To: Joel Holt <holtvi@aol.com>
Sent: Mon, Mar 13, 2017 2:50 pm
Subject: RE: Hamed v. Yusuf - 16-650 Scheduling Order

Thank you Joel. I requested a copy of the docket sheet, which should be placed in my box this afternoon. I will respond by end of day tomorrow after I have reviewed the docket.

Kye Walker, Esq.

From: Joel Holt [mailto:holtvi@aol.com]
Sent: Monday, March 13, 2017 2:45 PM
To: kye@thewalkerlegalgroup.com
Subject: Hamed v. Yusuf - 16-650 Scheduling Order

Kye:

Welcome to the case. Attached is the proposed scheduling order. Do you have any changes?

Joel H. Holt, Esq.
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

The pages comprising this email transmission contain confidential information from The Walker Legal Group. This information is intended solely for use by the individual entity named as the recipient thereof. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is prohibited. If you have received this transmission in error, please notify us immediately at 340-773-0601 or info@thewalkerlegalgroup.com.

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The pages comprising this email transmission contain confidential information from The Walker Legal Group. This information is intended solely for use by the individual entity named as the recipient thereof. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is prohibited. If you have received this transmission in error, please notify us immediately at 340-773-

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN**

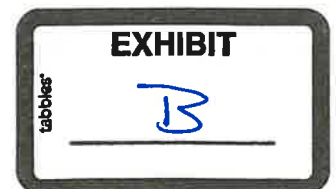
FATHI YUSUF,)	
)	
Plaintiff,	)	CASE NO. ST-15-CV-344
)	
v.	)	ACTION FOR DISSOLUTION
	)	AND OTHER RELIEF
PETER'S FARM INVESTMENT CORPORATION, SIXTEEN PLUS CORPORATION, MOHAMMAD A. HAMED, WALEED M. HAMED, WAHEED M.HAMED, MUFEED M. HAMED, and HISHAM M. HAMED,)	
)	
Defendants.)	
)	

**PLAINTIFF'S SECOND SUPPLEMENTAL AND AMENDED RESPONSES TO
DEFENDANT WALEED M. HAMED'S FIRST SET OF INTERROGATORIES**

Plaintiff, Fathi Yusuf, through his attorneys, Dudley, Topper and Feuerzeig, LLP, hereby provides its Second Supplemental and Amended Responses to Defendant Waleed M. Hamed's First Set of Interrogatories:

GENERAL OBJECTIONS

Plaintiff makes the following general objections to the Interrogatories. These general objections apply to all or so many of the Interrogatories that, for convenience, they are set forth herein and are not necessarily repeated after each objectionable Interrogatory. The assertion of the same, similar, or additional objections in the individual responses to the Interrogatories, or the failure to assert any additional objections to a discovery request does not waive any of Plaintiff's objections as set forth below:



(Note: Correction page sent by Nizar DeWood on August 10, 2016 via email)

Fathi Yusuf (v. Peter's Farm Investment Corporation, et al.)
Case No. ST-15-CV-344
Plaintiff's First Supplemental Response to Defendant Waleed M. Hamed's Interrogatories
Page 9 of 11

5. Did Sixteen Plus ever borrow funds to help secure the purchase of any property it has owned in the Virgin Islands and if so, please state for each such loan:
- a) The name and location of the lender;
 - b) The property purchased with the loan proceeds;
 - c) The amount of the loan;
 - d) The date of the loan;
 - e) The date of all payments on the loan;
 - f) The current address and phone number of the lender;
 - g) The last date you had any communication with the lender; and
 - h) The current balance on the loan.

AMENDED AND SUPPLEMENTAL RESPONSE:

Yes. The name of the lender is Manal Yousef. The date of the loan was September 15, 1997, and the amount, \$4.5 million dollars. Three interest-only payments were made during the 1998-2000 period to Manal Yousef. I do not recall the last date I had any communication with her. Manal Yousef's current address to the best of my knowledge is 25 Gold Finch Road, Pointe Blanche, St. Martin. She is represented by counsel (Kye Walker, Esq.) in an illegitimate lawsuit that was filed by Sixteen Plus Corporation without my authority or approval, and without consulting with me or any other of the Yusuf shareholders or letting any of us know it would be filed. The lawsuit is pending in the Virgin Islands Superior Court (St. Croix Division), and is styled Sixteen Plus Corporation v. Manal Mohammad Yousef, case no. SX-16-CV-65. Because Manal Yousef is represented by counsel in the lawsuit, and because the lawsuit was brought at the behest of the Hamed shareholder interests in Sixteen Plus Corporation, counsel for any of the Hameds are barred from speaking directly to Manal Yousef. For that reason, Defendant objects to providing her telephone number. You and other attorneys acting for the Hameds are permitted to discuss this matter with her counsel, Attorney Walker, whose phone number is (340) 773-0601. The current principal balance on the loan is \$4.5 million, plus accrued interest. I also spoke to an agent of Manal Yousef named Isam Yousuf, shortly after the service of the lawsuit filed against Manal Yousef. I do not recall the exact date. He telephoned me to tell me about the lawsuit, which I knew nothing about. I told him that the lawsuit was filed without my knowledge or approval, and that it was wrong in claiming that the mortgage given by Sixteen Plus to Manal Yousef was invalid. I have had no conversations with him since that one.

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS AND ST. JOHN

FATHI YUSUF,

Plaintiff,

v.

PETER'S FARM INVESTMENT
CORPORATION, SIXTEEN PLUS
CORPORATION, MOHAMMAD A.
HAMED, WALEED M. HAMED,
WAHEED M. HAMED, MUFEED M.
HAMED, and HISHAM M. HAMED,

Defendants.

CASE NO. ST-15-CV-344

ACTION FOR DISSOLUTION
AND OTHER RELIEF

CERTIFICATION

I hereby swear and affirm that the factual portions of the Plaintiff's Second Supplemental and Amended Responses to Defendant Waleed M. Hamed's First Set of Interrogatories are true and correct to the best of my knowledge and belief.



FATHI YUSUF

SUBSCRIBED AND SWORN to, before me, this 9th day of August, 2016.



Notary Public

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Rupertha A. Andrews
Notary Public
District of St. Croix, USVI
Commission # NP-115-15
Commission Expires October 21, 2019

HAMD633336

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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff,)	
	)	ACTION FOR DECLARATORY
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant.)	

AFFIDAVIT OF JAMIL YOUSUF

I, **JAMIL YOUSUF**, being first duly sworn, deposes and states as follows:

1. I am an adult resident of Sint Maarten, and obtained a copy of a Complaint in this matter. As the result thereof, I am familiar with the pleadings and facts concerning this matter, and make this Affidavit in this capacity. I am of legal age and am legally competent.
2. Manal Mohammad Yousef is not currently domiciled in Sint Maarten, N.A., was not residing in Sint Maarten, N.A. in April of 2016, and has not lived in Sint Maarten, N.A. for approximately seven (7) years.
3. Manal Mohammad Yousef was not residing at 25 Gold Finch Road, Pointe Blanche, Sint Maarten, N.A. on April 5, 2016.
4. Manal Mohammad Yousef does not own, use, lease, or rent any real property in the U.S. Virgin Islands.
5. Manal Mohammad Yousef is not licensed to and does not do business, does not solicit business, and does not have any offices or places of business in the U.S. Virgin Islands.
6. Manal Mohammad Yousef does not contract to supply services or things in the U.S. Virgin Islands.



SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF
SCVI/STX Civil No. SX-16-CV-65
AFFIDAVIT OF JAMIL YOUSUF

7. Manal Mohammad Yousef has not sought to participate in any business activity in the U.S. Virgin Islands and does not receive substantial revenue from any such activity.

8. Manal Mohammad Yousef has not caused tortious injury by an act or omission in the U.S. Virgin Islands, and has not caused tortious injury in the U.S. Virgin Islands by an act or omission outside the U.S. Virgin Islands.

9. Manal Mohammad Yousef does not write insurance policies in the U.S. Virgin Islands.

10. Manal Mohammad Yousef has no agents, offices, bank accounts, or post offices boxes in the United States Virgin Islands.

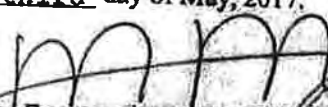
11. Manal Mohammad Yousef does not have a registered agent upon whom process can be served in the U.S. Virgin Islands.

FURTHER AFFIANT SAYETH NOT.

DATED: May 3, 2017


JAMIL YOUSUF

SUBSCRIBED and SWORN TO before
me this third day of May, 2017.


Marlene Francoise Mingo

[NOTARY PUBLIC]

Commission Expires: XXXX is for life

Commission No.: N/A



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Seen for legalization of the signature of JAMIL ISAM YOUSUF, who identified himself with an identification card, issued by Sint Maarten, under number IJY046649/1984112179, by me, Martène Francoise Mingo, LL.M., a civil law notary, established on Sint Maarten, on this 3rd day of May, 2017. This declaration for the legalization of the signature, by the civil law notary, contains no opinion as to the contents of this document.

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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff/Counterclaim Defendant,)	
	)	ACTION FOR
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,)	JURY TRIAL DEMANDED
)	
Defendant/Counterclaim Plaintiff.)	
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NOTICE OF FILING
MANAL MOHAMMAD YOUSEF'S RESPONSE TO
PLAINTIFF SIXTEEN PLUS'
FIRST SET OF REQUESTS FOR ADMISSION

COMES NOW the defendant, **MANAL MOHAMMAD YOUSEF** (hereinafter "MMY"), by and through her undersigned attorneys, the Law Offices of James L. Hymes, III, P.C. (***James L. Hymes, III, of Counsel***), without waiving any objections to subject matter jurisdiction, personal jurisdiction, service of process, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, and pursuant to the provisions of LRCI 26.2(c) and Fed.R.Civ.P. 26(a)(1), provides Notice of Filing her Response to Plaintiff Sixteen Plus' First Set of Requests for Admission by serving same on plaintiff's counsel as set forth in the Certificate of Service, below.



9. **ADMIT** that you lived in St, Martin at the time you signed the Power of Attorney attached hereto as Exhibit 2.

RESPONSE:

Admit.

10. **ADMIT** that you never spoke to the lawyer in St. Martin who sent the letter attached as Exhibit 3 before the date on the letter.

RESPONSE:

Admit. Manal Yousef's nephew contacted a lawyer in St. Maarten on Manal's behalf pursuant to a general Power of Attorney given to her nephew by Manal.

11. **ADMIT** that you never spoke to Kye Walker at any time prior to April 1, 2017.

RESPONSE:

Denied. Attorney Walker and Manal Yousef had a personal telephone conversation.

12. **ADMIT** that you have never spoken to James Hymes at any time prior to June 1, 2017.

RESPONSE:

Admit. Manal Yousef's nephew has contacted James Hymes and spoken with him on Manal's behalf pursuant to a general Power of Attorney given by Manal to her nephew.



SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF

SCVI/STX Civil No. SX-16-CV-65

MANAL MOHAMMAD YOUSEF'S RESPONSE TO PLAINTIFF SIXTEEN PLUS' FIRST SET OF REQUESTS FOR ADMISSION

13. **ADMIT** that you are not entitled to keep any funds related to the repayment of the Promissory Note attached hereto as Exhibit 1.

RESPONSE:

Deny. The money which Manal Yousef loaned to Sixteen Plus Corporation came from her own personal assets, and she is entitled to repayment of the principal amount of the loan, interest, and other expenses as provided for in the loan documents.

Respectfully Submitted,

DATED: July 14, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant –
Manal Mohammad Yousef

By: 

JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

c:\yousef\16Plus\2017-07-14...MMY's Response to RFA....

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

HISHAM HAMED, individually, and
Derivatively, on behalf of **SIXTEEN
PLUS CORPORATION**,

Plaintiff,

vs.

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

Defendants.

and

SIXTEEN PLUS CORPORATION,

a nominal Defendant,

CIVIL NO. SX-16-CV-650

DERIVATIVE SHAREHOLDER
SUIT, ACTION FOR DAMAGES
AND CICO RELIEF

JURY TRIAL DEMANDED

**ISAM YOUSUF'S RESPONSE TO PLAINTIFF HISHAM HAMED'S
FIRST REQUEST FOR ADMISSIONS TO DEFENDANT ISAM YOUSEF**

The Defendant, ISAM YOUSUF, through his undersigned Attorney, James L. Hymes, III, does not voluntarily appear in this matter, does not submit to the jurisdiction of the Court, and does not waive any objections to subject matter jurisdiction, personal jurisdiction, improper venue, insufficiency of process, insufficiency of service of process, or failure to state a claim upon which relief can be granted, or any other defense or objection which may be presented whether by pleading or motion in this action, and



15. **ADMIT** that the funds documented on page 6 of Exhibit 2, as well as Exhibits 3 and 4 attached, transferred to the Sixteen Plus account at the Bank of Nova Scotia had never been in any account titled for the benefit or trust of Manal Yousef.

RESPONSE:

DENY. See Response to Request for Admissions No. 6, above.

16. **ADMIT** that you knew prior to February 19, 1997, Fathi Yusuf was going to create the Note and Mortgage in favor of Manal Yousef attached hereto as Exhibits 5 and 6.

RESPONSE:

DENY. This is a misstatement of fact.

17. **ADMIT** that prior to January 1, 1997 Manal Yousef never had \$4.5 million in personal net worth.

RESPONSE:

DENY. This is a misstatement of fact.

18. **ADMIT** that you came to the Virgin Islands in 2014.

RESPONSE:

ADMIT.



19. **ADMIT** that you are involved in helping Fathi Yusuf deprive Sixteen Plus of the value of the Diamond Keturah property secured by the Mortgage attached hereto as Exhibit 6.

RESPONSE:

DENY. This is a misstatement of fact.

20. **ADMIT** that you helped Fathi Yusuf meet with the lawyer who send the letter on behalf of Manal Yousef, attached as Exhibit 8.

RESPONSE:

DENY. This is a misstatement of fact.

Respectfully Submitted,

DATED: August 16, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendants –
Isam Yousuf, and Jamil Yousuf

By: _____

JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify that on this the 16TH day of August, 2017, I caused an exact copy of the foregoing ***““ISAM YOUSUF'S RESPONSE TO PLAINTIFF HISHAM HAMED'S FIRST REQUEST FOR ADMISSIONS TO DEFENDANT ISAM YOUSEF””*** to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

JOEL H. HOLT, ESQ.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
Telephone: (340) 773-8709
Facsimile: (340) 773-8677
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Counsel for Plaintiff

CARL J. HARTMANN, III, ESQ.
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Co-Counsel for Plaintiff

GREGORY H. HODGES, ESQ.
STEFAN HERPEL, ESQ.
LISA MICHELLE KÖMIVES, ESQ.
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Attorneys for Sixteen Plus Corporation



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IN THE SUPERIOR COURT FOR THE VIRGIN ISLANDS
DIVISION OF ST. CROIX
HISHAM HAMED, Individually and Case No.
derivatively on behalf of
SIXTEEN PLUS CORPORATION, SX-2016-CV-00650
Plaintiff,
v.
FATHI YUSUF, ISAM YOUSUF and
JAMIL YOUSUF,
Defendants,
and
SIXTEEN PLUS CORPORATION,
a nominal Defendant.

SIXTEEN PLUS CORPORATION,
Plaintiff, Consolidated with
v. Civil No.
MANAL MOHAMMAD YOUSEF, SX-2016-CV-00065
Defendant,
and
MANAL MOHAMMAD YOUSEF,
Counter-Plaintiff,
v.
SIXTEEN PLUS CORPORATION,
Counter-Defendant.

MANAL MOHAMMAD YOUSEF,
Plaintiff, Consolidated with
v. Civil No.
SIXTEEN PLUS CORPORATION SX-2017-CV-00342
Defendant,
and
SIXTEEN PLUS CORPORATION,
Counter-Plaintiff,
v.
MANAL MOHAMMAD YOUSEF,
Counter-Defendant.



1 to your ability to testify here today.

2 A Yes, sir.

3 Q Are you on any sort of medications or do
4 you have any sort of condition that would interfere
5 with your ability to clearly and fully answer
6 questions today?

7 A I don't think so. I feel good today. I
8 am diabetic, but that's all, yeah. Probably my
9 life.

10 Q All right. And can you give me, spell out
11 for the court reporter your full name, please?

12 A Isam, I-S-A-M, Mohmad, M-O-H-M-A-D. Last
13 name Yousuf, Y-O-U-S-U-F.

14 Q Okay. And could you give me your address?
15 And if you could spell out the street name for the
16 court reporter.

17 A Right at the moment right now, No. 15
18 Simpson Bay Road, No. 15 Simpson, S-I-M-P-O-S-O-N,
19 Road, or called Airport Road.

20 Q And is that in Dutch or French
21 St. Maarten?

1 A '7 to 1970. After that, I went to Kuwait.

2 Q Okay. And when you were -- so just so I'm
3 clear, you consider yourself as having been born in
4 Palestine; is that correct?

5 A Palestine, well, I didn't carry the
6 Palestinian passport. I carry the Jordanian
7 passport, and I'm Jordanian until they split in
8 1984. They send me back to Palestine, but I choose
9 to keep the Jordanian passport.

10 Q Okay. Now, let's go back to where you
11 lived after -- you went to Kuwait, and what years
12 were you in Kuwait?

13 A '70 to '73.

14 Q Okay. And what did you do while you were
15 in Kuwait?

16 A I finish schooling there.

17 Q And, and what degree or other end of
18 education did you reach?

19 A I, that what I finish in Kuwait, high
20 school.

21 Q Okay. And when you left Kuwait, where did

1 you go next?

2 A I go to United States, specifically
3 St. Croix.

4 Q Okay. That would be St. Croix in the
5 United States Virgin Islands?

6 A Virgin Island, yeah.

7 Q Okay. And what years did you live there?

8 A From 1973, I stay for about a year. Then
9 I went about a year to New York, me and my father.
10 Then I went back the same year, which is like in
11 '74. Then a year I live in New York. After that, I
12 stay in St. Croix until 1985.

13 Q Okay. And what did you do while you were
14 in St. Croix?

15 A My father gave -- well, first I did all of
16 things until I start to get to know the island.
17 Then my father sponsor me with about \$100,000, and I
18 bought a gas station.

19 Q Okay. Now, during that time, did you
20 become an American citizen?

21 A Yes, sir.

1 Q Tell me a little bit about how that
2 process worked. How did you become an American
3 citizen?

4 A Well, my father, he was a U.S. resident
5 and he apply for me, and I travel from Kuwait to
6 United States with document to be a naturalized, to
7 be, to get a green card. Then after I stay for
8 about nine year -- about five year, I apply for the
9 passport.

10 Q Okay. And tell me how you applied for the
11 passport. You already had a green card if I
12 understand you.

13 A Yes, sir.

14 Q So what did you do next?

15 A Well, just the legal way. I went to law
16 immigration. They give you form. You fill it out.
17 They see you have five years already in the island.
18 You go testify. They do the necessary. I cannot
19 remember everything right now. After that, you go
20 to court and you swear to be a citizen, and I did
21 swear.

1 Q And do you recall what you swore to?

2 A I do not swear. I swear the way you just
3 told me swear, I swear.

4 Q Okay. Now, when you did that, did you
5 give up your Jordanian passport?

6 A No, it was not necessary, no.

7 Q Okay. So presently, you have, do you
8 still have a Jordanian passport?

9 A Yes, sir.

10 Q Okay. And presently, do you still have an
11 American passport?

12 A Yes, sir.

13 Q And after you left St. Croix, where did
14 you go next?

15 A 1985, I move down to St. Maarten.

16 Q Okay. And why did you move to
17 St. Maarten?

18 A Because I was supposed to do business with
19 Hamed and Fathi, and we had some problem and I
20 choose to pull out, and I move to St. Maarten.

21 Q Okay. And what year was that?

1 be cleared before they direct it somewhere else.

2 All right. Second thing, I told you in March 2002,
3 my account was closed. This \$8 million you talking
4 about, it's in April something, 2002, '2. I don't
5 know, I don't know. That's not my account.

6 Q Okay.

7 A I really didn't get it. It's 2000, March
8 2002, my account closed. How I could receive or
9 transfer money while my account closed and how the
10 bank could say that or the FBI say that, I don't
11 know who say that. I believe them, they're trying
12 to involve me somehow.

13 Q Okay. So let's go back to the note and
14 the mortgage that you were administering for Manal.

15 A Yeah.

16 Q You, you were Manal's agent for the
17 purpose of dealing with this money, the note and the
18 mortgage; is that correct?

19 A Yeah. Yes, sir.

20 Q Okay. As her agent, when the, when the
21 payments stopped coming and there's no 2001 payment;

1 is that correct?

2 A Yeah.

3 Q And there was no 2002 payment or 2003
4 payment or 2004 payment; is that correct?

5 A Uh-huh.

6 Q Did you ever write to anybody or retain a
7 lawyer to try to collect those amounts?

8 A Maybe I took in 2009 or 2000 something
9 like this, yeah, just to find out what going on,
10 because all six, seven years, yes, nobody would be
11 through this and that and nothing done. Then I took
12 a lawyer (inaudible).

13 Q And who was that lawyer?

14 A I think Mr. Snow.

15 Q Okay. And what did you say to Mr. Snow?

16 A I just told him exactly I have a note for
17 my sister and I used to get payment, but lately, I'm
18 not getting it. Before I used to understand, but
19 right now, I really don't understand why.

20 Q Okay. And did you pay Mr. Snow for his
21 services?

1 A Any time. If I say hello to him, he send
2 me a bill.

3 Q Okay. But the demand letter Mr. Snow sent
4 for the note and mortgage, you paid him to do that;
5 is that correct?

6 A Yeah, and we help my sister. Anything,
7 when you say you, I pay him in behalf of my sister,
8 yeah.

9 Q Okay. Did you get any receipts from him
10 or any documents from him?

11 A Not really at this moment. Maybe at that
12 time, he gave me, but right now, I don't have
13 nothing in my hand.

14 Q Do you have them anywhere, not just in
15 your hands?

16 A Huh? No, I didn't have them, but maybe I
17 had them, but when this finish, I didn't have
18 nothing to do with Snow, and I said he get what he
19 want and I get the service I want.

20 Q Okay. Let me back up to be clearer in my
21 question. You went to Mr. Snow and you retained him

1 to write a demand letter on the note and mortgage;
2 is that correct?

3 A Yeah, I think something like this, yeah.

4 Q Okay. And you paid him to do so; is that
5 correct?

6 A Yes, sir.

7 Q Okay. And he produced a letter and
8 perhaps a receipt to you for the money you gave him
9 and you received that. Do you still have that in
10 your possession?

11 A That's what I tell you. No, I didn't have
12 it.

13 Q You don't have it anymore?

14 A I didn't have it anymore. I said
15 something done, finished, I don't need it.

16 Q Okay. Well, is that finished?

17 A With him, with the lawyer. Then I try to
18 choose another lawyer. It doesn't finish yet.

19 Q Okay. And I just, at this point, I'd like
20 to go back and just cover what documents you say you
21 don't have and what documents you've, you told --

1 intention was that they go back normal, no problem.
2 Then I see also the same way is no way to interfere
3 between them. I want to make it easier to put like
4 the money, but no respond. I went to Waleed. I
5 told him I could make Fathi listen to you if you
6 have something to say, so he said where he was
7 before, why you don't come before. I didn't know
8 what between you and him. I didn't know. I knew it
9 end up that I could not do anything. We turn to a
10 lawyer in St. Croix.

11 Q When you say you turned to a lawyer, was
12 that Kye Walker?

13 A After all thing. All right. After I give
14 up on me doing something between them and do
15 everything in the best way, I start to search for a
16 lawyer.

17 Q Okay. And did you find a lawyer in
18 St. Croix?

19 A Yes, it was a lady, we involve with a lady
20 lawyer and --

21 Q Is her name Kye Walker?

1 A Huh? Walker, Walker, yeah.

2 Q That's spelled K-Y-E W-A-L-K-E-R?

3 A I think so.

4 Q Yes.

5 A Yeah.

6 Q Okay. And what happened when you went to
7 her?

8 A Well, we communicate from here through
9 phone and messages and we send that (inaudible).

10 Q When you say we, who do you mean, we?

11 A I didn't get you. Me, me.

12 Q You said we communicated with her.

13 A Me, me, me, and help of my son, too.

14 Q Okay. So it was you and Jamil talking --

15 A Yeah.

16 Q -- to Walker?

17 A Yeah.

18 Q Okay. And what did you say?

19 A Jamil, he didn't know much about events.
20 He was talking to her and a few things she ask
21 questions, yeah.

1 Q Okay. And did you retain the services of
2 Kye Walker for Manal's benefit?

3 A We, we -- huh? We pay in advance.

4 Q Okay. Did you send Kye Walker a check?

5 A I don't remember check or whether I
6 transfer, but she receive it.

7 Q Okay. And do you have a copy of that
8 check or wire transfer?

9 A Maybe, maybe I could find this, yeah.
10 Since this problem, I start to keep some record,
11 yeah.

12 Q Okay. Will you please look for that
13 document, and if you find that document, would you
14 provide that to your present counsel so he can
15 supply it to me?

16 A Let me just get a note or (inaudible)
17 knows it now. Okay. Yeah, I will.

18 Q Okay. So you retained her, and did she go
19 into court and file documents for you, for Manal?

20 A That's what she supposed to do, but we
21 find out like six, seven month and she didn't do

1 nothing.

2 Q Okay. And then what happened?

3 A Then I start to find out how hard it going
4 to be. First my lawyer in St. Maarten and he give
5 up at me. Second, Miss Walker and look like eight
6 months she had doing nothing, and as I told you, I
7 was trying to do something between them like
8 mediation because I hear they had some mediation
9 between the other community, you know. Then, but
10 Waleed is stuck between.

11 Q Okay. And when that didn't work out, what
12 did you do next?

13 A Well, I reckon my son, he had opportunity
14 from his aunt. We start to search for, until we get
15 Mr. Hymes.

16 Q Okay. And who spoke to Mr. Hymes to
17 obtain representation for Manal?

18 A Well, my son and me, because we working in
19 the same thing, and what he don't know, my son, he
20 ask me about it. I respond to my (inaudible).

21 Q Okay. So you, when you say your son, you

1 mean Jamil, right?

2 A Yeah, Jamil, because we all come the same
3 office.

4 Q Okay. So you and Jamil contacted Attorney
5 Hymes?

6 A Yeah.

7 Q And you were acting as Manal's agent; is
8 that correct?

9 A Until that moment, until Jamil the agent,
10 but Jamil, he didn't know much about the case. Then
11 he was asking me.

12 Q Okay. But together the two of you acting
13 as an agent for Manal retained Mr. Hymes to
14 represent Manal; is that correct?

15 A Yeah.

16 Q Okay. And did you give Mr. Hymes money?

17 A Yeah. Otherwise, he wouldn't do nothing.

18 Q Okay. And --

19 MR. HYMES: Counselor, let me indicate to
20 you that you're getting awful close to
21 attorney-client privilege, and I caution you

1 not to go too deep into that rabbit hole.

2 Q And, and who communicates with Mr. Hymes
3 with regard to Manal's interests in this case? Do
4 you do that or does Jamil do that?

5 A Jamil.

6 Q Okay. So --

7 A Jamil, many question he ask. He ask me
8 just to clear things, yeah.

9 Q Okay. So, and is it Jamil who arranges
10 for the payment to Mr. Hymes?

11 A Yes.

12 Q Okay. And --

13 A I didn't hear you.

14 Q No, I'm sorry. I paused.

15 A Oh.

16 Q Do you yourself participate any more in
17 the discussions with Mr. Hymes or with Manal about
18 this case, or is that now all Jamil?

19 A Jamil, but sometimes Mr. Hymes, he send,
20 he send me some paper to like question me or answer
21 you, and it's me when he come to me personally.

1 of money that you've advanced to Manal Yousef other
2 than attorney's fees for the purpose of this case?
3 In other words, have you given her any money --

4 A No, no, no. Her husband working and he
5 have business, and if I, if I give anything, social,
6 really. Not that I owe her or something, no, or she
7 need, no, but we always like with even my sister,
8 she's a millionaire. She like to see couple of
9 hundred from her brother just to mean oh, I'm still
10 your brother, even you didn't need it. Same way my
11 father. He have money, but he like to see a
12 thousand from me. Just, you know, that's the way we
13 live.

14 Q Okay. That's fine.

15 A Yeah.

16 Q Let me, let me go back to the time before
17 you retained Ms. Walker or Attorney Hymes. I
18 believe that at some point, either you or Jamil took
19 to Manal a power of attorney; is that correct?

20 A What it is?

21 Q Did you ever, did you ever take a power of

1 attorney to Manal?

2 A From Manal.

3 Q No, to Manal for her to sign.

4 A For her to sign. She sign for Jamil a
5 power of attorney.

6 Q Did she, did she ever sign a power of
7 attorney to Fathi Yusuf?

8 A Yes, she did.

9 Q How did she get that document?

10 A Waleed send it over a fax, and he made
11 somebody write it for him because he told me there's
12 a way we want it. We want power of attorney for
13 your uncle, from Manal to her uncle.

14 Q Okay. And who handled that? Was that you
15 or Jamil?

16 A Me.

17 Q And you said Waleed sent it to you by a
18 fax. Where did, where did he send that fax?

19 A I really right now, I think probably in
20 hotel. I think yeah, probably in hotel he send it.

21 Q Okay. And did you take it to Manal?

1 Q You read the power of attorney?

2 A Yeah, I read it.

3 Q Okay. And did you note that the power of
4 attorney gave all of the rights to operate for Manal
5 to Fathi Yusuf?

6 A Yes. Fathi is her uncle. Our uncle, put
7 it this way, our uncle.

8 Q Right. And so you understood that the
9 power of attorney was giving him complete control
10 over the property, the note and the mortgage?

11 A Because Waleed you see make speed up the
12 process in case of any buyer.

13 Q Okay. And did you also notice that the
14 note, the power of attorney created an ability for
15 Fathi Yusuf to do so without any liability or
16 indemnification?

17 A I think -- well, I know power of attorney,
18 power of attorney, what, what it is. Yeah, I think
19 so.

20 Q Okay. And you didn't think it was odd
21 that even though no interest was being paid, Fathi

1 IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

2 DIVISION OF ST. CROIX

3
4 -----
4 HISHAM HAMED, individually, and

5 derivatively on behalf of

6 SIXTEEN PLUS CORPORATION,

7 Plaintiff,

8 v.

Case No.

9 FATHI YUSUF, ISAM YOUSUF,

SX-2016-CV-00650

10 and JAMIL YOUSUF,

11 Defendants.

12 and

13 SIXTEEN PLUS CORPORATION,

14 a nominal Defendant.

15 -----
16 SIXTEEN PLUS CORPORATION,

17 Plaintiff,

Consolidated with

18 v.

Civil No.

19 MANAL MOHAMMAD YOUSEF,

SX-2016-CV-00065

20 Defendant,

21 and

22 MANAL MOHAMMAD YOUSEF,



1 WHEREUPON,

2 MANAL MOHAMMAD YOUSUF AKHRAS,
3 called as a witness, and having been first duly sworn
4 to tell the truth, the whole truth, and nothing but
5 the truth, was examined and testified as follows:

6 THE REPORTER: Thank you. You may
7 proceed.

8 EXAMINATION

9 BY MR. HOLT:

10 Q Good morning. Can you state your full name
11 for the record?

12 THE INTERPRETER: Sorry, say again?

13 BY MR. HOLT:

14 Q Good morning. Could you state your full
15 name for the record?

16 A My name is Manal Mohammad Yousuf Akhras.

17 Q How do you spell your last name?

18 A (In English.) Akhras, A-K-H-R-A-S.

19 Q I'm sorry, was that --

20 THE INTERPRETER: She just -- sorry,
21 sir. She just mentioned the spelling. Doesn't need
22 any interpretation for spelling. She said it in

1 A No.

2 Q Did he have a business anywhere in the
3 United States that you're aware of?

4 A I think he had a furniture shop in Virgin
5 Island, and shoe shop also.

6 Q When did your father pass away?

7 A In the beginning of 1997.

8 Q Can you tell me the names of your brothers?

9 A Isam --

10 MR. HYMES: -- little objection, okay.

11 A Everybody, like all girls and boys, man or
12 woman?

13 Q I want to know the names of the brothers and
14 the sisters; correct.

15 A Oldest, Fayzeh. Then Isam. Then Fawzyeh.
16 Then Ayed. Then me, Manal. Then Arabieh.

17 MR. HYMES: And Joel, before we go any
18 further, I would just like the interpret to please
19 interpret fully and completely all of the witness's
20 answers. There's some feeling that this is not being
21 done on a regular, consecutive basis.

22 //

1 A No.

2 Q Have you ever met Mayor Mike Yusuf?

3 A Mayor Mike Yusuf? I saw him before. That
4 was in the past, really long long time.

5 Q Did you discuss any business with him?

6 A No, we were little, young.

7 Q Okay. And you never discussed any business
8 with Fathi Yusuf either?

9 A Me personally, I don't talk with him in any
10 business. But Isam and my father, they were talking
11 about things like concerning me.

12 Q Okay. What did you hear them discussing?

13 A Can you repeat the question?

14 Q Yes. When you heard your father speaking
15 with Isam, did you hear what they were speaking about?

16 A Yes, of course.

17 Q And what were they speaking about?

18 A There's certain money which is my father
19 want to give it to me, and it will be under Isam
20 supervision, or in his opinion, how he do that.

21 Q Was your father present when this
22 conversation took place?

1 life."

2 (Exhibit 1 was marked for
3 identification.)

4 A That's correct.

5 Q Is this sworn response still true today?

6 A Yes.

7 Q Have you ever owned a business?

8 A No.

9 Q Showing you Exhibit number 2. In response
10 to interrogatory number 3, you stated the following:
11 "During the course of my lifetime, I was given money
12 by my father for my benefit for investment purposes.
13 These funds were managed for me by my brother, Isam."
14 Is that statement true?

15 (Exhibit 2 was marked for
16 identification.)

17 A Yes, correct.

18 Q When did you father first discuss giving
19 these funds to you?

20 A The idea was in 1996, maybe before.

21 Q Did he tell you how much he intended to give
22 you?

1 not Exhibit number 3. There we go. Thank you.

2 In repose to interrogatory 9 sent to you in
3 this case, asking about where these funds were held,
4 you were asked and then answered as follows:

5 "Interrogatory 9: Please list all financial accounts
6 you have, that are fully or partially in your name or
7 as to which you are a beneficiary from January 1,
8 1995, through December 31, 2000, including but not
9 limited to all bank accounts, stock brokerage
10 accounts, negotiable instrument accounts, retirement
11 accounts, trading or options accounts, and funds
12 transfer accounts. For each identify the name and
13 address of the institution, the title holders, the
14 beneficiaries or trust beneficiaries as well as the
15 last four digits of the account numbers."

16 You responded: "I object to providing any
17 identifying bank or financial institution account
18 numbers on the grounds they need to be kept out of the
19 public domain for safety reasons. Without waiving the
20 objection, the money which was given to me by my
21 father was managed for me by my brother in an account
22 over which he had management control."

1 your own personal possession; correct?

2 A Yes, correct.

3 Q Do you know where the account was located
4 where the accounts were deposited?

5 A No.

6 Q Did you ever, other than these funds, did
7 you ever yourself ever have another account where you
8 held any funds in your own name?

9 A No. And I will not give you details about
10 my account number.

11 Q Did you have other accounts?

12 A I have personal account, but regarding this
13 subject, no.

14 Q How many other personal accounts have you
15 ever had?

16 A Is that necessary to answer this question?

17 Q Yes.

18 A I don't want to answer.

19 Q Let me ask you a little differently. I
20 might -- what is the most money you have ever had in
21 an account in your own name?

22 A Was this going to be benefit for the case?

1 Q Yes.

2 THE INTERPRETER: She asking, was this
3 going to be any benefit for the case?

4 THE INTERPRETER (FOR THE WITNESS):
5 This is personal.

6 MR. HOLT: I know. She still needs to
7 answer the question.

8 THE INTERPRETER (FOR THE WITNESS): I
9 object.

10 BY MR. HOLT:

11 Q You have to provide the information.

12 A Regarding this case, I don't have anything
13 relative to this case, any bank account.

14 Q Have you ever had a bank account anywhere
15 with more than \$100,000 in your lifetime?

16 A Also I object for this question.

17 MR. HOLT: Attorney Hymes, can you
18 instruct her to answer these questions?

19 THE INTERPRETER: I'm sorry?

20 MR. HOLT: I'm asking her lawyer to
21 tell her she has to answer these questions.

22 MR. HYMES: I'm certainly not directing

1 claims she has millions of dollars, and the question
2 is, does she have her own money?

3 BY MR. HOLT:

4 Q In 1996 and 1997, did you have any bank
5 accounts in your name that had more than \$100,000
6 dollars in it?

7 THE INTERPRETER: Are you asking 1991
8 and 1996 -- 1997?

9 MR. HOLT: I'll rephrase it.

10 BY MR. HOLT:

11 Q Between 1991 and 1997, did you have any
12 accounts of any kind in your personal name with more
13 than \$100,000 in it?

14 A So it will be \$100,000 or more; right?

15 Q Right.

16 A No.

17 Q Since 1997, have you ever had a bank account
18 in your name that had more than \$100,000 in it?

19 A No, my money was -- all my money was with
20 Isam and I take money from him.

21 Q When you say, "All your money was with
22 Isam," is that the 4.5 million that we're already

1 BY MR. HOLT:

2 Q Was the 4.5 million mentioned in this answer
3 the funds that your father had provided to you?

4 A Mr. Holt, maybe I'm confused about your
5 question. Can you rephrase it?

6 Q The 4.5 million mentioned in this answer, is
7 that the money that your father gave to Isam to hold
8 for you?

9 A Yes, correct.

10 Q Do you know what a promissory note is?

11 THE INTERPRETER: What's the name?
12 Sorry?

13 BY MR. HOLT:

14 Q Do you know what a promissory note is?

15 A I think I guess it's something like to
16 approve, something like that.

17 Q Do you know what a mortgage is?

18 A Yes.

19 Q What is a mortgage?

20 A Like the same in my situation. I give the
21 money and they give me something to guarantee my
22 money.

1 Q Okay. Showing you Exhibit number 6. In
2 response to interrogatory number 4, you stated: "The
3 money which I loaned to Sixteen Plus Corporation was
4 transferred on my behalf by my brother Isam, who had
5 control and management authority of my money which had
6 been given to me by my father for my benefit and for
7 investment purposes."

8 Is this true?

9 (Exhibit 6 was marked for
10 identification.)

11 A Yes, correct.

12 Q And was this authority to control and
13 management authority you gave Isam in writing or just
14 verbally?

15 A It was verbally, because my father he gave
16 him the authorization also for that.

17 Q I'm showing you Exhibit number 7. In
18 response to interrogatory number 8 sent you in this
19 case asking about the negotiations for the terms of
20 the loan to Sixteen Plus, you stated: "All of the
21 terms and conditions of the promissory note and
22 accompanying mortgage were negotiated on my behalf by

1 promise note was there.

2 Q Okay. Thank you. Showing you Exhibit
3 number 12. Well, let me just go right to Exhibit
4 number 13. Exhibit number 13 is a real estate power
5 of attorney given by you to Fathi Yousef. Do you
6 recognize that document?

7 (Exhibit 12 and Exhibit 13 were marked
8 for identification.)

9 A Yeah, I think that is the same, but I did
10 real estate power of attorney.

11 Q So you gave Fathi Yousef a real estate power
12 of attorney to deal with the property Diamond Keturah;
13 is that correct?

14 A Yes, correct.

15 Q And you recall that you gave that to him
16 around 2009 in Saint Martin when you met with him?

17 A I don't remember if it's 2009 -- but I did
18 not meet him that time.

19 Q I thought the beginning of this deposition
20 you indicated you met him in 2009 to give him the
21 power of attorney.

22 A Yes, because I want to give the

1 authorization document.

2 Q So you met him in 2009 to give him the
3 authorization document so he could deal with the
4 property --

5 A At the time of -- issuing the real estate
6 power of attorney, I did not meet him.

7 Q So you're changing your testimony from
8 earlier this morning where you said you met him in
9 2009?

10 A Yes. I met him in 2009, but not the same
11 time of issuing the real estate power of attorney.

12 Q Where did you meet him in 2009?

13 A It wasn't like a meeting. He just -- like
14 saying hi, and then I gave him the power of
15 attorney -- real estate power of attorney. By the
16 way, I gave the real estate power of attorney to Isam,
17 and Isam handed this document to him.

18 Q Okay. Do you know if you've ever revoked
19 this power of attorney?

20 A Fathi -- my uncle did not want this real
21 estate power of attorney. I don't remember.

22 Q Okay. Since we began this deposition today,

1 have you talked to anybody other than perhaps your
2 lawyer about anything about this case?

3 A No, just my lawyer.

4 Q Showing you Exhibit number 14. Do you
5 recognize this document?

6 (Exhibit 14 was marked for
7 identification.)

8 A It's not clear to me.

9 Q Do you recall whether or not you ever gave
10 Jamil Isam Yousuf a power of attorney as well?

11 A Yes.

12 Q And why did you give him a power of
13 attorney?

14 A Because I am not an expert on this kind of
15 business, and I also not available all the time there.
16 And by the way, Isam, he did not want this power of
17 attorney.

18 Q Why not?

19 A (In English) He stopped doing -- it's hard
20 for him. So he -- give to his son. By then, at that
21 time --

22 A (Interpreter) During that time, he was

1 having some kind of problems, troubles to go to that
2 state.

3 Q And is that Isam who had trouble, or Jamil
4 who had trouble?

5 A Isam --

6 Q So you gave a power of attorney to Jamil?

7 A Yes.

8 Q Do you know whether or not he filed a
9 lawsuit for you?

10 A Yes, I know.

11 Q Does he provide information to you about
12 that lawsuit?

13 A Yes.

14 Q How often does he provide information to
15 you?

16 A Every time there's something new occurred.

17 Q Do you know what the current status of the
18 case is?

19 A Well, now we are dealing with it.

20 Q Do you know who has been paying the bills
21 that your lawyer has been sending?

22 A Jamil.

1 Q And do you know where Jamil is getting the
2 money from to pay the bills?

3 A Jamil, he's paying, but he's taking his --
4 the money from his father.

5 Q So you haven't been sending money to him?

6 A Isam, he is spending from my money that he's
7 holding in his position.

8 Q Okay. So Isam still is holding money for
9 you?

10 A There's no difference between me and Isam.
11 He spend money, and then I will -- I mean, dealing
12 with that later, how much I owe him.

13 Q Okay. Does Isam still have any money that
14 was given to him to hold for you? Is any of that
15 money still around?

16 A No.

17 MR. HOLT: I'm sorry, did she answer
18 that "No"?

19 THE INTERPRETER: Yes. She answered
20 before I do an interpretation, so ...

21 MR. HOLT: Okay. Can we agree that the
22 answer to that question is no, then, Attorney Hymes?

1 Q And do you know of any of the type of
2 businesses that your father had when he was in Brazil
3 or South America?

4 A Textile, trading, shoes.

5 Q Do you know if your brother -- sorry, your
6 father was ever in business with Mr. Fathi Yusuf, his
7 brother, in the Virgin Islands?

8 A I'm not sure, honestly. This is between
9 them. I don't know -- certain things between them,
10 like as a business.

11 MS. PERRELL: Okay. If the court
12 reporter could pull up Exhibit number 13.

13 BY MS. PERRELL:

14 Q Okay. This is the Real Estate Power of
15 Attorney that was given to Fathi Yusuf. My question
16 is, how did this come about? How did this occur?

17 A The subject was arised because there's
18 someone was interested in this property, and -- this
19 kind of real estate power of attorney will help to
20 sell this property.

21 Q And how did you first hear about this?

22 A Which subject?

1 Q How did you first hear about someone wanting
2 to purchase the property?

3 A It was because Isam told me.

4 Q Okay. And then how did you come to learn
5 about this document that was needed?

6 A Isam.

7 Q Okay. And did you ever talk to Mr. Fathi
8 Yusuf about this document?

9 A No.

10 Q Okay. And did you --

11 MS. PERRELL: If the court reporter can
12 go down to the next page? Is the signature page part
13 of Exhibit 13?

14 MR. HOLT: No.

15 MS. PERRELL: It's not?

16 MR. HOLT: I circulated these
17 yesterday. I just have the translated part.

18 MS. PERRELL: I see. Okay. Can we --
19 let's mark an exhibit, then. We'll mark this as
20 Yousef Exhibit 1. And I will ask if we can have Pam
21 Bayless, my legal assistant, pull up the power of
22 attorney for Fathi. Okay. And can you scroll to the

1 IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
2 DIVISION OF ST. CROIX

3
4 HISHAM HAMED, individually, and
5 derivatively on behalf of
6 SIXTEEN PLUS CORPORATION,
7 Plaintiff,

8 v.

Case No.

9 FATHI YUSUF, ISAM YOUSUF, and
10 JAMIL YOUSUF,
11 Defendants,

SX-2016-CV-00650

12 and
13 SIXTEEN PLUS CORPORATION,
14 a nominal Defendant.

15
16 SIXTEEN PLUS CORPORATION,
17 Plaintiff,

18 v.

Civil No.

19 MANAL MOHAMMAD YOUSEF,
20 Defendant,

SX-2016-CV-00065

21 and
22 MANAL MOHAMMAD YOUSEF,



1 Q And is that on the French or the Dutch side
2 of St. Maarten?

3 A Dutch side.

4 Q Okay. And have you taken any medications or
5 are you in any kind of mental or physical condition
6 that would not allow you to fully and truthfully
7 answer the questions put to you today?

8 A No, I'm not.

9 Q Okay. And could you, for the record, just
10 spell your full name as it appears on your passport?

11 A Sure. Jamil, J-A-M-I-L, Isam, I-S-A-M,
12 Yousuf, Y-O-U-S-U-F.

13 Q And could you state your country of
14 residence?

15 A St. Maarten.

16 Q And your address in St. Maarten, your
17 physical residence address?

18 A 3D Billy Folly Road, Pelican, St. Maarten.

19 Q And could you spell those for the court
20 reporter?

21 A Okay. 3D Billy, B-I-L-L-Y, Folly, F-O-L-L-
22 Y, Road; Pelican, P-E-L-I-C-A-N.

1 A Yes.

2 Q Okay. And can you tell me when you first
3 became -- I know that you weren't involved in the
4 early stages of it because, let's see, when the --

5 A 2012 I was involved.

6 Q I.m sorry?

7 A I was involved from July 2012.

8 Q 2012.

9 A That's my early stage.

10 Q So you have no personal knowledge, and you
11 knew nothing about the situation from the inception of
12 the note and mortgage in 1997 through 2012. Is that
13 correct?

14 A I start to learn it from my father and my
15 aunt in 2012.

16 Q Okay. And tell me what happened in 2012
17 that caused you to learn about what was involved with
18 the note and mortgage.

19 A In 2012 my daughter was born then in Jordan,
20 so I went there for a while. My wife, she was
21 delivering by her mom, so I spent quite a good time
22 there. In the meantime, my aunt was there and she was

1 discussing it with my father. And we all agreed, so
2 she give me general power of attorney so when I came
3 back to St. Maarten, I could act on behalf of her.

4 Q And when you say your aunt, do you mean the
5 defendant Manal Yousef?

6 A My aunt, yes.

7 Q Okay. And what exactly were you told at
8 that time and who told you about the note and the
9 mortgage?

10 A Both my father and my aunt.

11 Q And what did they tell you?

12 A That she lend them money, and they have to
13 pay her back the money plus interest and late fees, I
14 believe.

15 Q Okay. And I take it from that that you had
16 nothing to do with the 2009 power of attorney to Fathi
17 Yusuf?

18 A I'm not aware of it.

19 Q Okay.

20 A Until you start bring it up in this case.

21 Q Okay. Now up until 2012, isn't it true that
22 your father, Isam, acted as the agent of your aunt

1 Manal for the purposes of the note and mortgage?

2 A From day one? Yes. And then I start from
3 2012. After I get the general power of attorney from
4 her, I start to be her agent, her legal agent.

5 Q And why did they -- when they explained the
6 situation there, why was it decided that you would
7 start working on it rather than your father, Isam?

8 A As I told you, I was in Jordan for a period
9 of time, and I was the one there, and she give it to
10 me while I was there. My father was not there at the
11 time.

12 Q I guess what I'm asking you is, if he was
13 handling it already, why did he and she believe that
14 it was necessary for you to start taking care of it?

15 A He was, I think, busy at some of works, he
16 could not come to Jordan at that time, and I was the
17 one there at that time to discuss it, and she gave it
18 to me. And I'm, like -- I'm -- lately I'm close to my
19 father, and I'm dealing with everything close to him.

20 Q Okay. So would it be fair to say that you,
21 in your capacity as the manager directly under your
22 father, are privy to most of his business dealings and

1 dealings with the family?

2 A Say that again.

3 Q You said that you are the general manager of
4 the hotel, directly under your father. Is that
5 correct?

6 A I'm the only son, one of two sons that --
7 that's why I'm working with my father. And then my
8 father -- my brother came late in 2017.

9 Q Okay. And in that capacity, are you privy
10 to -- are you involved with most of your father's
11 business and personal dealings?

12 A Not -- not banking and signing, but
13 everything toward work, payroll and employees, I'm
14 taking care of that.

15 Q Okay. And from the time in 2012, when you
16 received the power of attorney from your aunt Manal,
17 moving forward, did you take over Isam's role as the
18 agent for Manal with regard to the note and mortgage,
19 or did you both work on it together?

20 A Three of us work on it; me, my aunt, and my
21 father work on it together.

22 Q Okay. So even though you were given the

1 power of attorney, your father continued also to act
2 as her agent. Is that correct?

3 A He was educating me about the case, you
4 know. I don't know what happened from 1997 or before
5 1997 or after, so I still need information, and he was
6 close to me so I don't have to go on the phone call
7 and she explain to me over the phone. He would
8 discuss it maybe with her most of the time, and he
9 will tell me, this, this, this, and so --

10 And I replied back to the lawyers with the
11 typing and Mr. Hymes, Attorney Hymes, needed a lot of
12 description so I was the one typing and taking the
13 ideas from them.

14 Q Okay. And under that power of attorney,
15 what authority did you have with regard to the note
16 and the mortgage?

17 A Sorry? Again.

18 Q I'm sorry?

19 A Say the question again.

20 Q Okay. Under the 2012 power of attorney that
21 you received from your aunt Manal, what authority did
22 you have regarding the note and mortgage?

1 A The general power of attorney she gave me.
2 The copies are with Mr. Hymes.

3 Q So you could act in all ways for her with
4 regard to that land?

5 MR. HYMES: I'm going to object. We
6 produced a copy of that, and I think it speaks for
7 itself.

8 MR. HARTMANN: You can answer, Mr.
9 Yousuf.

10 THE WITNESS: Mr. Hymes, I should
11 answer?

12 MR. HYMES: Yes.

13 THE WITNESS: It's a general power of
14 attorney. I'm sure you're a lawyer, and you know what
15 it means, a general power of attorney.

16 BY MR. HARTMANN:

17 Q Okay. And, by the way, just as an aside, if
18 your attorney has an issue with a question I ask you,
19 he'll make an objection for the record. You'll then
20 be required to answer the question unless he expressly
21 directs you not to answer the question. Okay?

22 A To me or to my lawyer?

1 hire an attorney, she could direct the attorney. Is
2 that correct?

3 A Of course. She's the main -- she the one
4 that lend the money. And she give me -- she give me
5 general power of attorney, so she -- she's the one.

6 Q Okay. So other than yourself, do you know
7 of anybody else that could act with regard to that
8 land and mortgage; could legally act?

9 A No.

10 Q Okay. And so with regard to the litigation,
11 and the various lawsuits, and the answers to questions
12 that have been going on from 2012 forward, have you
13 been the actor. In other words, your father yesterday
14 described retaining Kye Walker as an attorney to
15 represent your aunt's interest. Okay?

16 A Both of us.

17 Q Okay. But you're the only one that can
18 actually act under power of attorney for her. Is that
19 correct?

20 A Correct. And if you see the contract with
21 Kye Walker, I just send it today to Mr. Hymes, my
22 signature on it.

1 Q Okay. Well that answers my next question.
2 So as legal matters progressed from 2012 forward, for
3 instance the retention of Kye Walker, you were the
4 person authorizing them and signing the documents?

5 A After submitting the general power of
6 attorney, yes. The lawyer was -- she had to make sure
7 I had the general power of attorney before acting on
8 behalf of her.

9 Q Okay. And you said that you produced to
10 your lawyer yesterday the retention agreement between
11 yourself and Kye Walker for the benefit of Manal?

12 A Plus the payment; proof of the payment.

13 Q Okay. And where did those payments come
14 from? Were they from you or from your father?

15 A Father business.

16 Q Okay. And when you retained Kye Walker,
17 what did you retain her to do?

18 A I could -- to -- to get Manal money, plus
19 the interest.

20 Q Okay. And Manal had been sued by Sixteen
21 Plus Corporation in 2016. Isn't that correct?

22 A Yes.

1 Q Okay. And did you authorize Kye Walker to
2 act for Manal Yousef in that lawsuit?

3 A Correct. That's when I hired her.

4 Q Okay. And at some point, did you or your
5 father become unhappy with the representation by Kye
6 Walker?

7 A Yes. She didn't do nothing.

8 Q Okay. And when that happened, did you
9 retain attorney Hymes?

10 A Yes.

11 Q And again it was you entering into the
12 agreement?

13 A Yes.

14 Q Okay. And not to repeat myself, but you
15 entered into that agreement with regard to the note
16 and mortgage, and authorized him to both defend or
17 bring lawsuits on Manal's behalf. Is that correct?

18 A Yeah. They were suing us, and there's
19 counter-claims, and, you know, a law thing. The first
20 time I get involved so I start to have more ideas
21 about how courts works in the U.S. So it was, I
22 believe, Hisham. I don't know why he was suing us.

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 YOUSUF,

Defendants,

and

SIXTEEN PLUS CORPORATION,

a nominal Defendant.

Case No.: SX-2016-CV-00650

DERIVATIVE SHAREHOLDER
SUIT, ACTION FOR DAMAGES
AND CICO RELIEF

JURY TRIAL DEMANDED

WARNING:

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Financial Account
and
Social Security Information**

**WALEED (“WALLY”) HAMED’S STATEMENT
IN SUPPORT OF HISHAM HAMED’S REPLY TO MANAL YOUSEF’S OPPOSITION
TO HAMED’S MOTION TO COMPEL FATHI YUSUF
AS TO THE FIFTH AMENDMENT
(ORIGINAL FILED UNDER SEAL)**

I, Waleed (“Wally”) Hamed, make the following statement in support of Hisham Hamed’s REPLY with regard to his *Motion to Compel* as to Fathi Yusuf’s assertion of the Fifth Amendment to avoid testifying:

I. Introduction and Background

1. In complaints in the two related “Diamond Keturah” cases (650 and consolidated 65/342) and in discovery responses, facts were stated by Hamed and Sixteen Plus Corporation relating to the actions of Fathi Yusuf, Isam Yousuf, Manal Yousef, Hamdan Diamond, Island Appliances and myself regarding operations which led to a criminal conviction of United Corporation, For example:

15. At the time Sixteen Plus was formed in the late 1990’s, Fathi Yusuf and Mohammad Hamed were 50/50 partners in a grocery business known as Plaza Extra Supermarkets.

16. Fathi Yusuf and Mohammad Hamed decided to buy the Land in question by providing the necessary funds to Sixteen Plus — using only proceeds from the grocery stores they owned – which they did as described below.



17. Yusuf, acting for the Plaza Extra partners, then directed the business arrangements regarding the purchase of the Land.

18. Yusuf directed these business arrangements for the partnership as to the purchase of the Land using partnership funds rather than involving his partner Mohammad Hamed because, as both the Court in Hamed v. Yusuf and Fathi Yusuf himself have stated — Fathi Yusuf was “in charge” of the business transactions for the partnership and they were under his “exclusive ultimate control”. (See, Hamed v. Yusuf, 2013 WL 1846506 (V.I.Super. April 25, 2013)(para. 19 at page *6, “Yusuf’s management and control of the “office” was such that Hamed was completely removed from the financial aspects of the business. . . .” and Yusuf’s May 9, 2013, Motion to Stay the Preliminary Injunction in that same action — where Yusuf admitted “[Hamed] never worked in any management capacity at any of the Plaza Extra Stores, which role was under the exclusive ultimate control of Fathi Yusuf.”)

19. All funds used to buy the Land came from the Plaza Extra Supermarkets partnership – and thus from Yusuf and Hamed as the only two partners.

20. However, Fathi Yusuf decided he did not want either the Government of the Virgin Islands or BNS to know the partnership source of the funds he was using to buy the Land, as he did not want them to know he was secretly diverting unreported cash from the Plaza Extra Supermarket to Sixteen Plus as part of a money laundering effort. . . .

2. While this is true, it does not go into the details of my own knowledge and participation in the operation. As no discovery has been directed to me individually (or to me as a director/officer of Sixteen Plus) I have asked my counsel to assemble the documents, pleadings, and case information attached or referenced here for my review—and after reviewing these materials to refresh my recollection I am voluntarily providing, through counsel, the facts below, which are true to the best of my ability to recall and reconstruct the matters discussed.

3. The skimming and transport of Plaza Extra funds was conceived, directed and participated in by Fathi Yusuf. But there is no question that Isam, Manal, Yussra and I (and others) took those directions from Fathi, or that I discussed his planning with him and fully participated in the operation to skim funds, create laundering accounts on St. Martin and remove Yusuf and Hamed family funds from the USVI to St. Martin to avoid USVI taxes. Below I present the mechanics of how this was carried out, and how the money was moved to St. Martin, USVI and Jordan to then buy property in the USVI and overseas. Almost every statement here about the transfers of such funds, as well as the tax and corporate filings involved, is supported by a document. I want to make it clear that I am not suggesting that Fathi was deceptive with me about the existence of the described operations. However, he was deceptive about the note, mortgage and associated corporate documents relating to the Diamond Keturah land and Manal, his

niece.¹ He told me that while *our families'* funds had to be routed through St. Martin to obscure their source and create a shield against creditors by changing the apparent identity of the buyers—and that such actions were a violation of the law—with regard to the land, which would be ours long after the skimming stopped, *all USVI tax and corporate reports had to be normal, true and legitimate tax and business filings*—they had reflect the true nature of the obligation on the land. He made it clear that because these were really loans to the company from him and my father (as shareholders in Sixteen Plus) it was important that we not falsely describe the real lender or the false note and mortgage in such filings. He said the purpose was to protect the property—by not misrepresenting the true nature of the funding of the land on tax returns and corporate filings that would go long into the future with the land. After the statutes of limitations ran out on our acts, the land would be legitimately described in all documents. Fathi always stated, and both Isam and I understood, that this was an empty, unfunded note and mortgage that could later be canceled at any time on our instructions to Manal² and we could then pay 'back taxes' with penalties if necessary.³

4. As I will detail below in reference to the filings, *every USVI tax filing from 1997 through 2012 for Sixteen Plus correctly showed exactly what Fathi had told me and was true—the payment for the Diamond Keturah land was always represented as a loan due to shareholders (he and my father)—and there was not one single entry for loans and mortgages to third parties in the lines for that--until after the lawsuit began between the Hameds and Yusufs—and Fathi decided to change the story. Almost all of the yearly tax filings were signed under the penalty of perjury by Fathi. (I did sign a few times—for example, I signed the 2006-2008 tax filings after the criminal indictment and reviewed them to make sure they were correct.) Similarly, no USVI Annual Corporate filing from 1997 through 2012 for Sixteen Plus was erroneous—none showed the payment for the land as pertaining to loans and mortgages to third parties in the line for those. These were signed by Fathi—and me. Thus, for fifteen years Sixteen Plus reported the*

¹ Fathi's deception is not the point of these cases—the major point is that Manal Yousuf did not have, nor did she lend any money to Sixteen Plus. We all knew and agreed.

² Moreover, by the time we re-paid all of the taxes and added on the additional fines, this very bad decision ended up costing more money than if we had not done it. A similar mistake was made when Fathi lost a small fortune in our funds trading options at Merrill Lynch by using the Hamdan Diamond shell company we had jointly created. See, e.g. [H-Ex-013-c.pdf](#)

³ Oddly, when the criminal Plea Agreement was being finalized *in 2010*, and we all received immunity for past acts, instead of voiding the note and mortgage as promised, Fathi instead, almost immediately, got a power of attorney from Manal making him the sole person deciding and benefitting from the note and mortgage. He now says this was related to our possibly selling the land, but those potential sale negotiations and offers were in 2005 ([H-Ex-003.pdf](#)) and 2006. [H-Ex-003-a.pdf](#). What he did in 2010 was much later. Those 2005-2006 offers were discussed with the US Marshal then. As I will describe below, there was no way in the world that the Marshal would have accepted such a POA—and he outright refused giving the funds directly to Manal.

obligation on the land the same way.⁴ This was even true when we were under close scrutiny of the FBI and DOJ after Third Indictment in 2003, and had stopped all illegal activity and reports. I do not believe that Sixteen Plus ever represented this note and mortgage on any financial, tax or corporate filing as being due to Manal or involving any outside loan or mortgage holder—until Fathi changed it after the 2012 Hamed-Yusuf litigation started. I also want to point out that *even after the criminal settlement was finalized, after Fathi had switched accountants and after partnership litigation started—Fathi was still stating under penalty of perjury that these were “Loans from Shareholders” in the amount of \$4.5 million with no mention of the note or mortgage—on August 20, 2015, in the 2014 tax filing for Sixteen Plus—just months before the first filing in these Diamond Keturah cases on February 12, 2016.* [H-Ex-004.pdf](#)

II. How the Skimming Operation Began

5. Up until 1995 I was not involved in all of the decisions between Fathi and my father.

6. However, at the very beginning of 1995, my father, Mohammad Hamed, wanted more time off, and to have me and my brothers to begin to take over the family activities. Although this was not formalized by a power of attorney to me until March of 1996,⁵ beginning in January of 1995 this significantly changed my involvement in financial decisions and what happened next—because Fathi was freed from my father’s more conservative restraints. So, as if waiting to be shed of that oversight, beginning in 1995, Fathi immediately began to devise and initiate a plan to skim gross receipts, to hide them from USVI tax authorities,⁶ and once they were in the hands of the Hamed and Yusuf families, to then smuggle the funds to St. Martin and Jordan—for the use in purchasing real estate in the USVI and abroad. Funds that moved to St. Martin would be “laundered”—the apparent owner changed—and then either sent to Jordan or

⁴ As will be seen below, this was not a rote number being carried forward by mistake—it changed throughout the years and was frequently re-calculated and altered.

⁵ On March 29, 1996, my father, Mohammad Hamed, signed a general durable power of attorney to me—essentially formalizing his earlier decision to continue at some level of participation, but to have me act in his stead in many of the upper-level parts of the business. [H-Ex-006.pdf](#)

⁶ This is not to say that some smaller amounts of skimming didn’t occur before 1995. However, the US Government correctly described this post-1995, more organized and larger skimming operation in the *Third Superseding Criminal Indictment* as follows, ([H-Ex-006-a.pdf](#)) at p. 5, ¶ 12,

Defendants . . . directed and caused Plaza Extra employees to withhold from deposit substantial amounts of cash received from sales, typically bills in denominations of \$100, \$50 and \$20. Instead of being deposited into the bank accounts with other sales receipts, this cash was delivered to one of the defendants or placed in a designated safe in the cash room. From

1996 through 2001, tens of millions of dollars in cash was withheld from deposit in this manner and as such, was not reported as gross receipts on tax returns filed. . . .

returned to the USVI under another name—for purchasing land. This was done many, many times. The Hamed and Yusuf families, through jointly owned corporations such as Plessen, East-West, Peter's Farm and J&S, bought a great deal of USVI real estate in addition to similar purchases overseas.

7. The skimming that began at the beginning of 1995 mushroomed after Hurricane Marilyn later that year. But it became clear almost instantly that we had to have a way to move the money out of the USVI. I remember one time either then or a little later when Fathi consulted with a pilot who was involved with money smuggling as a side business. My brother had given a ride to Fathi when Fathi had a discussion with the man. My brother overheard the conversation, and he related the following: Fathi said "if I send one million what would it cost me. That kind of language. The man started low like 100k but kept moving the number higher. There was a good deal of negotiating with him about the payment. Then Fathi said he also wanted reassurance that the money will be delivered. He wanted some sort of guarantee. He wanted some sort of collateral. "No," the man said. Fathi got upset and said he would do it himself." Afterwards Fathi said to my brother that "I do not trust the guy. I will charter a plane and head to St. Martin and my nephew will pick me up. I would spend the night with Isam and his brother then they would drop me off top the airport the next day."

8. When Fathi was unable to have the funds professionally laundered, he constructed his own "network" to do so—all of whom were trusted members of his family—on St. Croix (Khalid Ali, his nephew) and on St. Martin: his aging brother Mohammad Hamden, Hamden's son Isam "Sam" Yousuf who co-owned and ran Island Appliances⁷, Fathi's daughter Yussra who was married to one of the Isam's brother, Ayed Yousuf—and Manal Yousuf,⁸ Hamden's daughter and Isam's sister — who was a housewife living at the time on St. Martin.

A. 9. At that time in early 1995, Isam ran and managed a small furniture/appliance store—Island Appliances.⁹ I understood that only Isam owned and ran it. It was a small operation and would certainly not generate millions of dollars in income in a year. The letterhead reflects this. [H-Ex-009.pdf](#) Did you, United, Plaza Extra or any other business owned by one or more Yusuf family members ever ship products to Island Appliances? If so, please describe (spproximately) what, how much, how often and the value.

⁷ Between 1986 and 2001, Isam was the manager/shareholder of *Island Appliances*, Canigater Street, Dutch St. Maarten. [H-Ex-008.pdf](#) (Isam 650 Interrog 2).

⁸ Manal has never worked outside of the home. She has been a housewife her entire life. [H-Ex-008-a.pdf](#) (Manal 65 Interrog 6). Manal has stated that over the course of her lifetime that she personally had not *earned* more than an aggregate of one million dollars in wages or investment income as of January, 1997. [H-Ex-008-b.pdf](#) (Manal 65 Admit 5). Manal has also stated that she never *had* a million dollars in assets. [H-Ex-008-b.pdf](#) (Manal 65 Admit 6).

⁹ Up to that time Fathi had some minor financial contacts with St. Martin because his relatives were there, but these were minor. For example, on as late as January 1996, Fathi's personal BFC statement shows there was only a \$24,900 balance, and a single \$15 withdrawal. [H-Ex-009-a.pdf](#)

. As a result, he stopped using the name Mohammad Yusuf—which is his real family name as he is Fathi's brother—and started calling himself Mohammad Hamdan. In any case, he didn't own the store and never really had any real trade or way to earn a living. He was a small-time hustler—and he occasionally did things or acted as a straw man for Fathi—where he would appear to loan or borrow some money to avoid taxes. One of the ways I know he had no real money—and certainly no available, cash funds in excess of \$100,000, is that throughout the 1990's Fathi always had to send him some money to get by—a few hundred or a few thousand at a time. Fathi and I would record these *many* "donations" in a ledger book we used. I was involved because these support payments for Mohammad would be recorded against Fathi's share.¹⁰ H-Ex-009-b.pdf

10. Fathi stated, in his discovery responses—that to the best of his knowledge and belief, his nephew Isam Yousef, not his bother Mohammad, owned and managed Island Appliances. H-Ex-010.pdf . Moreover, as discussed below, all of the "Island Appliances" accounts are actually personal accounts titled in Isam's name, "Island Appliances" is simply listed as a "tradenname" Isam uses. The French investigation discussed below stated that Isam's father Mohammad was not a signatory and was not involved in opening or funding them. In the French Reports, all the documents used to open the accounts were personal such as passports, there were no corporate documents.

11. On February 13, 1995, in what was one of the first, actual, physical steps in the planning for the operation, at Fathi's instruction Isam opened Bank Francais Commercial ("BFC") Euro account No. 60201869000 in the name of "YOUSUF, Isam" (it was not opened by Island Appliances as a corporate account, it was Isam's with a notation of a trade name: Island Appliances). Despite already having other personal and business accounts that he had used for many years at BFC,¹¹ on that same day he also opened the BFC dollar account No. 60635419040 in the name of "YOUSUF Isam (again, merely trade named: Island Appliances)"¹² The application documents were his ID card No.

¹⁰ This exhibit is from the inter-family "black book"—a ledger where transactions were tracked between the Yusufs and Hameds. This one is January 1992-May-1994. That was not too long before Isam's father Mohammad passed away—and was just before he supposedly gave Manal \$4.5 million. On page 3 of the exhibit there is a check to Mohammad for \$12,000. Similarly, on page 4 is the notation partly in Arabic for "cash" going to Abu Isam—or Isam's father—in the amount of \$13,800.

¹¹ Isam already had regular personal and business accounts at Bank Francais Commercial ("BFC") on Sint Maarten NA. The "real" Island Appliances business account (406063 544) had been in place from 1986, or the beginning of 1987. H-Ex-011-a.pdf (Isam 650 Interrog 3). (As Isam had a personal bank account and Island Appliances had a business account at the same bank he was known and trusted by the bank. H-Ex-011-b.pdf (Isam 650 Interrog 4)

¹² This pivotal account would see *many* millions of dollars pass through, bound for both the USVI and the Middle East—and would be the source of the two \$2 million transfers to Sixteen Plus for Diamond Keturah, For example, according to the French police who

31570 issued by Sint Maarten, in the name of YOUSUF, Isam Mohamad, and a U.S. passport issued on September 11, 1986 in the name of YOUSUF Isam Mohamad. His father Mohammad Yusuf (Hamden) is not listed or mentioned. [H-Ex-011.pdf](#)

12. Early in 1996, Fathi began creating a shell company in Anguilla using his local lawyer there to do all of the papers and filings. He wanted to be able to open an offshore STM bank account in a totally anonymous name. The company was called Hamden Diamond because his brother (Mohammad Hamdan) *would be the straw man with a totally different last name*. I assisted Fathi in going to Antigua to meet with the lawyer, setting it up and then in getting its accounts on St. Martin open with Isam—and I was also the other co-director of the company. It was a sham company created so that the non-US company under someone else's name could have bank and brokerage accounts in St. Martin to receive incoming funds from Plaza Extra skimming, and to use those funds under our control¹³ but without our names on them—for purchasing land in the USVI (such as the Peter's Rest properties and some of Plessen's holdings¹⁴) and the Middle East and making investments with Merrill Lynch. Mohammad Hamden put nothing in and was paid a small percentage fee. He was entirely a "face" to create to outside illusion that we did not entirely control the company and its funds. We controlled it 100%—Hamdan never even got the statements on the brokerage accounts—they all went to Fathi at the Plaza Extra store. For example, when Fathi Yusuf signed paperwork for his ill-fated option trading agreement with Merrill Lynch for Hamdan Diamond Corporation, LTD, The paperwork showed Plaza Extra as the address on the account. [H-Ex-012.pdf](#)

13. But in setting it up we also had to make sure that if something happened to Hamdan, we could control the company's funds. The lawyer set up a fallback straw

subpoenaed the BFC account records, on one day, this account was credited \$8,782,962 and was then debited \$8,859,094 later in the very same day. [H-Ex-011-c.pdf](#)

¹³ On November 12, 1996, Anguillan Attorney George C. J. Moore sent a letter to Mercedes Spatz at Merrill Lynch, regarding Hamdan Diamond Corporation. Attorney Moore asserted the following:

I am pleased to advise that the Hamdan Diamond Corporation is a duly organized company incorporated in Anguilla on May 16, 1996. The company is in good standing. According to the documentation submitted for my review, Hamdan Diamond Corporation is authorized to buy and sell securities on both a WCMA cash and margin basis. According to the documentation submitted, *Fathi Yusuf and Wally Hamed are authorized individually to give written or oral instructions on behalf of Hamdan Diamond Corporation to Merrill Lynch in relation to the subject account.* [H-Ex-012-a.pdf](#)

¹⁴ Fathi now says that this was only for non-USVI property—but it would have been impossible to purchase the extensive USVI property we bought in other jointly owned companies such as Peter's Rest, Plessen, Y&H and East-West, after 1995 on our small, declared incomes. He has taken the Fifth Amendment and refused to state the specifics about these USVI purchases—but the amounts involved prove the point.

man—Hamdan's daughter, Fathia.¹⁵ Like Manal with the mortgage, she was just a family member whose name was used.

14. By May 16, 1996, Hamdan Diamond Corporation's *Articles of Incorporation* were filed with the Anguilla Registrar of Companies. [H-Ex-014.pdf](#)

15. Also on May 16, 1996, *By-Laws* for the Hamdan Diamond Corporation were signed by Fathi Yusuf. [H-Ex-015.pdf](#)

16. On May 24, 1996, Fathi sent a letter to his lawyer in Anguilla — attached to it are the executed papers for filing signed by him—where Mohammad Hamden gets the single share, but Fathi is listed as the Director. [H-Ex-016.pdf](#)

17. Once Hamden Diamond existed, we immediately started arranging to use the accounts on St. Martin controlled by Fathi,¹⁶ with me (and Isam as to Hamdan Diamond) as signatories—for the Hamed and Yusuf funds to flow into. We created a Fathi Yusuf account (406063 7790), a Wally Hamed account (406063 7890), and, with Isam, added the new Hamden Diamond account (406063 8870). They were all at the same bank (BFC)—all were controlled by some combination of Isam, Fathi and me, *with all statements sent to Island Appliances' address and specifically c/o Isam Yousuf.* [H-Ex-017.pdf](#)

18. When we would get checks from the Wally Hamed account and the Fathi Yusuf account, we signed—Isam was not a signatory to keep him one step away, [H-Ex-018.pdf](#). But he was on the Hamdan Diamond account.

¹⁵ In fact, this is exactly what happened the next year. On March 18, 1997, Mohammad Hamdan died. Fathi Yusuf was the executor of his estate and signed an affidavit to that effect. [H-Ex-013.pdf](#) On April 24, 1997 the Anguilla lawyer Dyrud stated to Fathi "You [Fathi] indeed, are the Director of the Company. I have confirmed this with Mr. Andy Simpson, your attorney in St. Croix. [H-Ex-013-a.pdf](#) On April 16, 1997 Fathi was fully controlling the funds of Hamden Diamond. The lawyer stated the company had \$10 million in assets and that: "We recommend that the *original plan* for the operation of the Company (i.e. that your brother be the sole shareholder and that when he should die, the process of probate would allow you as Executor to continue to control the funds invested in the Company...." [H-Ex-013-b.pdf](#) Similarly, Similarly, on February 2, 2000, Beverly Black Hunnewell, VP-Merrill Lynch, sent a letter to Fathi Yusuf regarding *his* excessive trading on the Hamdan Diamond Corporation account. [H-Ex-013-c.pdf](#) On September 28, 2001, BFC wrote to end Hamden Diamond account "HAMDAM DIAMOND CORPORATION. . . . We regret to inform you that we will no longer be able to maintain the account number 40606388790." [H-Ex-013-d.pdf](#)

¹⁶ For example, on August 5, 1996 Fathi opened a Merrill Lynch margin trading account for Hamden Diamond as its director. [H-Ex-17-a.pdf](#) As another example, in a September 12, 1996, letter from Fathi to Mr. Gumbs the VP and account manager at BFC, Fathi directs the bank on what to do on the Hamden Diamond account "please pay check no. 3633491 in the amount of two million dollars *drawn on Hamdan Diamond Corporation*, account no. 040606388790." It [H-Ex-017-b.pdf](#)

19. Under Fathi's direction, Isam was the hub at the center of all of these activities. Isam ran it completely under Fathi's direction, all of the many bank accounts we created gave his business as the physical address for mailing. All of those laundering bank accounts were directed "c/o" Isam'. Large containers of mattresses, into which have been places or families' funds, were also sent there and opened by Isam. All cash amounts were delivered to Isam at Island Appliances and all of Isam's efforts to distribute the cash between the various accounts operated from there also using Manal and Yussra so that the deposits would look varied. Finally, as noted above, huge cash amounts (in one case, over \$8 million) moved into and out of the Island Appliance account in a single day as funds were transported.

20. Isam, Manal and Fathi's eldest daughter, Yussra, became the primary actors for receiving and spreading the funds around those five accounts. At Plaza Extra we would hold back money, convert them to \$100 bills, put them into Fedex envelopes or brown cardboard boxes and then send them to Isam in St. Martin in a number of ways—but there were three main ways: (1) I would fly on LIAT with the cash, (2) Fathi and his wife would charter a plane and carry the cash, or (3) for large amounts a box would be placed in a container by the mattress company owned by Fathi's nephew (Isam's cousin) Khalid Ali, and it would be sent to STM – to Island Appliances (which sold mattresses.)

21. Whichever route the funds would take to STM, Isam would receive them.¹⁷ If it was cash in Fedex envelopes, we would simply hand them to Isam at Island Appliances. If it was a large amount, Isam would recover it from a container shipped to Island Appliances. In one such shipment by container, I participated in the boxing of \$2 million in \$100 bills, and Fathi placed the box in the far back of a container at his friend's mattress company before the rest of the container was filled with mattresses. It was then sealed and shipped by freighter to Isam at Island Appliance on STM. Fathi has admitted that after removing cash before gross receipt accounting, when the partners or their agents caused those funds to be deposited in financial institutions outside of the US—the names of the account holders included Fathi Yusuf and Waleed Hamed. [H-Ex-021.pdf](#).

III. The Full-Scale Operation Moves the Funds

22. Then, in the summer of 1996, the full-scale skimming operation ramped up the STM transfer operation. In June 1996, the BFC statement for Fathi Yusuf's BFC account shows 3 deposits totaling \$95,000 The third page shows one of the deposit slips indicating 500 \$100 bills (\$50k) in Isam's handwriting. [H-Ex-022.pdf](#)

23. The extent of this increased skimming can be seen in analyses by the government in the criminal case. The government audited the Plaza Extra stores and the STM accounts and, based on my personal knowledge, they correctly stated in a filing ([H-Ex-023.pdf](#)) that "Defendant has conceded it is true" that "[t]here is no dispute that United

¹⁷ Along with Fathi and I, Isam was indicted in the Virgin Islands for a multitude of alleged criminal offenses. [H-Ex-021-a.pdf](#) (Isam 650 Admit 1). The criminal charges against Isam stemmed from his part in this transfer of funds as part of a money laundering scheme using Plaza Extra funds. [H-Ex-021-a.pdf](#) (Isam 650 Admit 2)

failed to report at least \$60 million in sales on its gross receipts tax returns and corporate income tax returns for the years 1996, 1997, 1998, 1999, 2000, and 2001, as set forth in the table below”:

Year	Reported	GR Corrected	Unreported GR
1996	\$36,771,260	\$44,959,700	\$8,188,440
1997	\$36,823,771	\$44,008,813	\$7,185,042
1998	\$40,706,669	\$54,607,514	\$13,900,845
1999	\$47,004,399	\$57,937,943	\$10,933,544
2000	\$51,746,933	\$65,262,591	\$13,515,658
2001	\$69,579,413	\$79,305,980	\$9,726,567
TOTAL	\$282,632,445	\$346,082,541	\$63,450,096

24. In spring of 1996, Fathi told me that he had become aware, from Joe Jabar, that the Diamond Keturah property was soon going to be owned by the Bank of Nova Scotia due to a foreclosure and Marshal’s Sale. Fathi told me that he considered it to be a good investment for us—and that we could collect enough money in St. Martin to pay for it.

[H-Ex-024.pdf](#)

25. Therefore, the July 1996 BFC statement for the Hamden Diamond account correctly shows several deposits of \$50,000 and two for \$200,000. The address on the account is Island Appliances - 12 Cannegieter Road Philip C/O Isam Yousuf, Sint Maarten. [H-Ex-025.pdf](#)

26. The July 1996 statement for my “Wally” BFC account, correctly shows there were 7 large deposits and the balance went from \$95k to \$415k. These statements were also sent to the Island Appliance address ‘c/o Isam’. [H-Ex-026.pdf](#)

27. In the August 1996 BFC statement for the Hamden Diamond account, Isam is again the addressee at the Island Appliances address. The amount was, by then, going up rapidly--as we needed the funds to buy land in both the USVI and Jordan. The balance was over \$2.3 million. [H-Ex-027.pdf](#)

28. The August 1996 BFC account statement for Fathi’s account correctly shows a deposit of \$10k - with handwriting on the deposit slip that I believe is Isam’s handwriting. [H-Ex-028.pdf](#)

29. On August 6, 1996 there are handwritten notes on Island Appliances’ letterhead "Attn: Mr. Yusuf" listing the name and fax number for Mr. Gumbs at BFC and the account numbers for “Fathi Yusuf” (406063877.90), “Wally” (406063878.90), and “Diamond” (406063687.90) that says “To Isam Yousuf: and “Ayed Yousef” It also states “to Isam Yousuf” [H-Ex-029.pdf](#)

30. In a September 12, 1996, letter from Fathi to Mr. Gumbs at BFC, Fathi directed the bank to pay a check for \$2 million “issued and signed” by me. He stated: “please pay check no. 3633491 in the amount of two million dollars **drawn on Hamdan Diamond Corporation**, account no. 040606388790. [H-Ex-030.pdf](#), Fathi Yusuf was totally in control of the Hamdan Diamond account and funds—as can be seen on an attached account holder’s authorization to pay these two withdrawals out to me from Hamden Diamond. I then gave the cash to Isam to use to purchase the land we were buying.

31. Isam was also directed, by both Fathi and me, to move funds into the Island Appliances' account to be used for Diamond Keturah—as a transfer would be needed soon.¹⁸ It had to go to STM because, as Fathi explained, the funds had to come back into the USVI in some way that could be explained and would not appear to be income, so it would be non-taxable. A sham loan was the perfect solution. Fathi said that while this might be illegal laundering on STM, we would file all USVI taxes and annual reports on the company that held the land showing the truth—the loans that really *were from the shareholders, not a note and mortgage to a third party.*

32. The next day, on September 13, 1996, Scotiabank was the successful bidder at a foreclosure sale held at the Office of the Territorial Court Marshal, Kingshill, STX in connection with a foreclosure action in the Territorial Court of the VI, Div STX, captioned *The Bank of Nova Scotia v. Palm Shores Venture Group, CILFA Limited, Jerry C. Tobin, Pedro L. Angarita, John Hourihan, Winston A. Hodge, The Builder's Yard, Inc. and D.J.C. Construction, Inc., Action to Foreclose Mortgage and for Debt*, Civ. No. 746/1992. [H-Ex-032.pdf](#)

33. Four days later, on September 17, 1996, a \$2 million check was negotiated from the BFC Hamden Diamond account—exactly as Fathi had directed in his written instructions to the bank. **H-Ex-033**

34. On October 28, 1996, the foreclosure sale on Diamond Keturah was confirmed by Order of the Territorial Court. **H-Ex-034.pdf**

35. In preparation for buying Diamond Keturah, Fathi also said we needed a 'clean' shell company we would call Sixteen Plus. So Fathi and I contacted Attorney Andy Simpson to have him do so. On January 11, 1997, Atty. Simpson sent me a memo regarding his having drafted a shareholder agreement for the Sixteen Plus Corporation that would allow Mike Yusuf and me to appear to run the corporation: "I am putting together a shareholder agreement in which all shareholders pledge to allow you and Mike to run the corporation." [H-Ex-035.pdf](#)

36. The December BFC statement for Hamden Diamond shows that \$2 million was now gone and the balance was back down to \$300k. [H-Ex-036.pdf](#)

37. **The 1996 Income Tax filing for Fathi shows \$36k Adjusted Gross Income.** [H-Ex-037.pdf](#)

IV. The Agreement with ScotiaBank is Signed — and \$2 Million is Transferred to STX

¹⁸ It is very important to note that Isam was also running part of the huge "Middle East" side of the operation out of Island Appliances. He had the major laundering account in Amman, Jordan, at Bank of Cairo Amman, (according to the French government, it is number 02503171142) in his own name—with the address listed in HAMD207142 as Garden Street, Amman Jordan. Millions of dollars and Euros poured into and out of his account—funding land acquisition in the Middle East. In fact, this was the central account probed in the criminal investigation. I have not attached the huge number of documents evidencing this—which would triple the record. But the method and use of banks was almost the same. Funds were sent to by Isam, they went into accounts and back out to buy land.

38. At the very beginning of 1997, Fathi and I began communications and correspondence with Bank of Nova Scotia regarding the purchase of Diamond Keturah. The funds used by Sixteen Plus for the purchase of the property subject to the note and mortgage were still with Isam on St. Martin. [H-Ex-038.pdf](#).

39. In further preparation, on January 16, 1997, Sixteen Plus became a client of Bramm Chasen, O'Neill CPAs. At that point we were still listing *Mike as President*, me as VP, and my brother as Sec/Treasurer. [H-Ex-039.pdf](#)

40. By January 31, 1997, in preparation for the transfer of \$2 million from Isam's Island Appliance account, in just that one month Isam "deposited, in 10 consecutive transfers" \$1.5 million in cash to bring the balance up over the \$2 million needed. This fact was later discovered by the French Banking Commission—which stated that this should have set off alarms about money laundering and that BFC had failed to properly report this: "At this point, at least a monitoring file should have been set up." [H-Ex-040.pdf](#)

41. Obviously, as this was a sham note and mortgage there are no documents or communications negotiating them or discussing them in any way. They are never mentioned in any document, email, letter, communication or other writing. I know this from my personal knowledge and from the discovery answers where Isam admitted he has no written communications between himself and Fathi Yusuf from 1996 on, regarding any matters related to United Corporation, Sixteen Plus, Manal Mohammad Yousef or anything to do with Manal Mohammad's supposed loan to Sixteen Plus mentioned by the Promissory Note and Mortgage. [H-Ex-041.pdf](#) (Isam 650 RFPD 2). There was no such loan.

42. Sixteen Plus had not been officially created at the Lt. Governor's Office yet. So In February 1997, Plessen Enterprises and Scotia entered into negotiations on an agreement for purchase and sale from the Bank of Nova Scotia for property referred to as Diamond Keturah in the amount of \$4,550,000.00. [H-Ex-042.pdf](#)

43. On February 4, 1997, Fathi and I wrote and I, as the VP for Plessen, sent a letter to Ralph T. Chan, the Bank of Nova Scotia, regarding the purchase of the Diamond Keturah property. I stated: "Please accept this letter as our serious intent to purchase the Diamond Keturah Property in St. Croix. PURCHASE PRICE: Your judgment amount plus costs, and interest through the end of redemption period (April 28, 1997). In no event will my offer exceed \$4,550,000.00 US." [H-Ex-043.pdf](#)

44. On February 6, 1997, the Sixteen Plus Articles of Incorporation ([H-Ex-044.pdf](#)) with the attached By-Laws was signed. [H-Ex-044-a.pdf](#)

45. On February 6, 1997, I was also named the agent for service of process for the Sixteen Plus Corporation. [H-Ex-045.pdf](#)

46. Four days later, on February 10, 1997, Sixteen Plus was formed as a corporation by filing documents with the office of Lt. Governor USVI. [H-Ex-046.pdf](#). Fathi correctly states in his discovery responses that the Board of Directors of Sixteen Plus currently consists of two directors, Fathi Yusuf and Waleed Hamed—my father who was the third,

having passed away. [H-Ex-046-a.pdf](#)¹⁹ Under those articles, I am now the President and act with full authority of a CEO.

47. Fathi also correctly stated in discovery that it was not until February 10, 1997, that Sixteen Plus was officially filed as a corporation. [H-Ex-046-a.pdf](#).

48. Later that same day, February 10, 1997, Sixteen Plus Corporation opened a Scotiabank account—to receive the funds from Isam via Island Appliances. Our initial deposit was \$3,000. It was account number #058-00039411. [H-Ex-048.pdf](#)

49. I have seen in Manal's discovery responses that she objected to (and refused to supply) any identifying bank or financial institution account numbers for years including 1995-2000—on the grounds they need to be kept out of the public domain for safety reasons. She refused to provide or describe any financial accounts she has that are fully or partially in her name or as to which she was beneficiary, including but not be limited to all bank accounts, stock brokerage accounts, negotiable instrument accounts, retirement accounts, trading or options accounts, and funds transfer accounts. When this was followed up on in Interrogatory 17, she did not answer—only stating “I have no documents relating to my receipt of funds from Sixteen Plus. My brother gave me cash from time to time as I needed it.” [H-Ex-049.pdf](#)

50. Instead Manal now states that assets given to her by her father (Mohammad Hamdan) were maintained in a “fund” “managed” by Manal's brother [Isam]. [H-Ex-050.pdf](#) (Manal 65 Admit 6). This is not true. There was no such “fund” and she had no such assets. All of the money sent from Isam to Sixteen Plus belonged solely to the Hamed and Yusuf families. That is why she admitted in discovery that she has no documents evidencing the source of any funds used by her to loan any money to Sixteen Plus Corporation as consideration for the execution of the Promissory Note. [H-Ex-050.pdf](#) (Manal 65 RFPD 1). She has no documents showing the transfer of any money from to Sixteen Plus Corporation as consideration for the execution of the Promissory Note. [H-Ex-050.pdf](#) (Manal 65 RFPD 2). She has no documents evidencing her ownership of any of the monies loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note. [H-Ex-050.pdf](#) (Manal 65 RFPD 3). She has no documents evidencing her control over any funds loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note. [H-Ex-050.pdf](#) (Manal 65 RFPD 4). She has no documents evidencing the consideration she provided in exchange for the Promissory Note regarding the property known as Diamond Keturah. [H-Ex-050.pdf](#) (Manal 65 RFPD 5). Finally, aside from the note and mortgage, she has no documents evidencing or discussing any agreement between her or any of her agents and Sixteen Plus Corporation to loan it the funds leading up to the execution of the Promissory Note. [H-Ex-050.pdf](#) (Manal 65 RFPD 6.)

¹⁹ This is still the case. On September 25, 2012, the Sixteen Plus Corporation filed the USVI Annual Report on Domestic or Foreign Corporations with the Virgin Island's Lt. Governor's office showing that Mohammad Hamed, Fathi Yusuf and I were Directors of the corporation. Like all of the others, it lists no note or mortgage, but does list a shareholder loan of \$4,710,626. [H-Ex-046-b.pdf](#)

51. On February 13, 1997, Isam Yousuf presented a Transfer Order for \$2,000,000 on Isam's (trademark *Island Appliances*'s) account (406053541) to Banque Francaise Commerciale. It states that that amount should be directed to Sixteen Plus Corporation's Bank of Nova Scotia account. [H-Ex-051.pdf](#)

52. The very next day, on February 14, 1997, Plessen and Scotia entered into the Plessen/Scotia Agreement (H-Ex-042) for Purchase and Sale. It is subject to the right of redemption. It provides: "As is where is" at a price of "\$4,550,000.00" Closing on May 1st [1997], "Buyer has delivered or will deliver to Seller the sum of Five Hundred Fifty Thousand Dollars (\$550,000.00) "Non-Refundable) Balance due \$4 million. [H-Ex-052.pdf](#) (Isam 650 Admit 3) and (Isam 650 Interrog 9)

53. *There is no evidence that Manal ever received or otherwise possessed or transferred any funds.* To the contrary, Isam has admitted in his discovery responses that Island Appliances and Isam Yousuf are the only names on the transfer account. [H-Ex-053.pdf](#) (Isam 650 Interrog 22) and that he personally filled out the transfer form. He has also stated that the handwriting on it is his. [H-Ex-053.pdf](#) (Isam 650 Interrog 21). He also said that he handled the necessary instructions to send the funds to Sixteen Plus Corporation, but he has no present recollection of the names of any bank officers involved in this transaction since it occurred so many years ago. [H-Ex-053.pdf](#) (Isam 650 Interrog 10). Again, Isam has no documents providing the directions from anyone to authorize the wire transfers that were sent on or about February 19, 1997 and September 4, 1997. [H-Ex-053.pdf](#) (Isam 650 RFPD 15). He has no documents reflecting the source of all funds used to make the wire transfer that was sent on or about September 4, 1997. [H-Ex-053.pdf](#) (Isam 650 RFPD 16). He has no documents showing the transfer of any funds by Manal Mohammad Yousef to Isam or Island Appliances that were included in either of the wire transfers that were sent on or about February 19, 1997 and September 4, 1997. [H-Ex-053.pdf](#) (Isam 650 RFPD 17). He has no monthly account statements for any checking, savings, investment, brokerage account titled in his name from 1990 through 1997. [H-Ex-053.pdf](#) (Isam 650 RFPD 1). He has no written communications with any person affiliated with or representing Sixteen Plus since 1996. [H-Ex-053.pdf](#) (Isam 650 RFPD 5). He has no documents detailing how the Note and Mortgage between Manal Yousef and Sixteen Plus was arranged for, negotiated, drafted, executed, delivered, and recorded. [H-Ex-053.pdf](#) (Isam 650 RFPD 13). Finally, he has no documents reflecting the source of funds used to make the wire transfer that was sent on or about February 19 , 1997. [H-Ex-053.pdf](#) (Isam 650 RFPD 14)

54. On February 19, 1997, Scotia Bank received that \$2,000,000 transfer by Isam Yousuf from the Banque Francaise Commerciale to Sixteen Plus Corporation's Bank of Nova Scotia account. The transfer states that it was initiated by Isam Yousuf and lists his tradename Island Appliances account as the sender. [H-Ex-054.pdf](#)

55. That \$2 million was still in the Sixteen Plus account at the end of May 1997. [H-Ex-055.pdf](#)

56. There is an August 1, 1997 letter from Andy Simpson to Fathi in which it is clear that Fathi is running the Diamond Keturah acquisition, not me. It discusses the survey, the title commitment, a problematic lien and Fathi not wanting the Marshal's Deed at this time. [H-056.pdf](#)

57. On September 4, 1997, after Manal's father's death, \$2,000,000 was again transferred to Sixteen Plus Corporation's Scotiabank account from Isam, via the Island Appliances account, c/o Isam Yousuf. [H-Ex-057.pdf](#)

58. On September 15, 1997, Sixteen Plus Corporation signed the sham promissory note with Manal Mohamad Yousef. [H-Ex-058.pdf](#)

59. On September 15, 1997, Sixteen Plus Corporation signed the sham first priority mortgage on Diamond Keturah. [H-Ex-059.pdf](#)

V. For Over a Decade, Fathi Swore Repeatedly That Manal's Loan was not Valid Even after the Plea Agreement was Reached and Criminal Immunity Attached

60. For more than a decade, almost all of the tax filings for Sixteen Plus were signed by Fathi under penalty of perjury. They all state that there is no mortgage and that the amount of over \$4.5 million is consistently for "Loans from Shareholders". At those same times Fathi's own taxes always showed income under \$100,000 and his Social Security Statement from 2000 shows it was always in that range.

61. The 1997 Tax Return filed for Fathi and his wife shows \$55k Adjusted Gross Income ("AGI"). [H-Ex-061.pdf](#)

62. However, Fathi was obviously taking in a dozen times this amount. For example, the March 1998 Fathi BFC statement shows a \$70k deposit and \$94k total. [H-Ex-062.pdf](#)

63. Similarly, the April 1998 BFC Fathi Yusuf account shows \$95k starting balance, 4 deposits of \$100k, and 1 of \$130k. [H-Ex-063.pdf](#)

64. Similarly, the May 1998 Fathi BFC account statement shows **he added a million dollars in that month.** [H-Ex-064.pdf](#)

65. On July 10, 1998, Plessen Enterprises paid taxes for property at 26 Diamond (see, HAMD435924-HAMD435924—RP_Disc06_449-3192.pdf), MTR 28 & 29 Plessen (see, HAMD435924-HAMD435924), and Matr 39 & 5-B Diamond (see, HAMD214688-HAMD214690.pdf). Part of the property paid for is Diamond Keturah.

66. On December 31, 1998, Sixteen Plus Corporation's draft 1998 tax return had a spreadsheet attached to it that showed \$4,522,261 as "loans from stockholders." No amount is listed on the available lines for any mortgages or notes. [H-Ex-066.pdf](#)

67. Similarly, the 1999 tax return filing for Sixteen Plus signed by Fathi under penalty of perjury shows no notes or mortgages on the available lines but does show \$4,708,261 in "loans from shareholders". [H-Ex-067.pdf](#)

68. Fathi received a US Social Security account statement that shows his declared income to the end of 1999...with yearly income statement for each year of his whole life up to 1999. [H-Ex-068.pdf](#)

Years You Worked	Your Taxed Social Security Earnings	Your Taxed Medicare Earnings
1990	\$ 23,723	\$ 23,723
1991	27,706	27,706
1992	19,768	19,768
1993	0	0
1994	31,215	31,215
1995	14,407	14,407
1996	35,926	35,926
1997	55,617	55,617
1998	32,409	32,409
1999	27,200	27,200
2000	Not yet recorded-	

69. As can be seen from the deposits listed above, Fathi's *real* income during the period from 1997-2000 easily exceeded \$2 million per year.

70. The 2000 USVI Annual Corporate Report for Sixteen Plus shows \$4,708,467 in a "Loan to Shareholders" under "Liabilities and Shareholders' Equity". There is no amount listed for the Manal Note/Mortgage. [H-Ex-070.pdf](#)

71. Fathi primarily dealt with the CPA regarding taxes, I seldom signed tax returns for Sixteen Plus prior to 2013, but did so on some occasions.

VI. Criminal Charges are Filed and There were French and US Investigations

72. On January 23, 2002, Mary Ellen Warlow, Director, Office of International Affairs, U.S. Department of Justice, sent the French government a request for assistance in connection with an investigation conducted into Fathi, Isam, me, Island Appliances and Hamdan Diamond. They were conducting an investigation to determine "whether Fathi YUSUF and his accomplices" were trafficking U.S. currency, laundering profits from illegal drug trafficking and trafficking illegal immigrants. They "had opened several bank accounts with the Saint Martin branch of the Banque Francaise Commerciale." The American authorities asked for many documents. [H-Ex-072.pdf](#)

73. Information from that investigation was provided to the French Banking Commission which issued a draft report on January 11, 2002. That report stated the following about Isam and Appliances [H-Ex-072.pdf](#)

Island Appliance

Yousuf Isam is the owner in the Dutch zone of a business specialized in the sale of furniture called "Island Appliances". Two franc and dollar accounts were opened in February 1995 with the BFC-AG. Beginning in July 1996, the bank was intrigued by the very large cash transfers in the account of the party in question. However, the explanations provided by Mr. Isam were enough to appease the bank's concerns even though it does not have any accounting document allowing it to justify the fluctuations observed in the account given the stated business activity⁶. However, transactions which should have raised concerns are still taking place in the account without triggering the slightest reaction (cf. table infra). It was not until May 1998 that the bank made a suspicious transaction report to Tracfin (Schedule 5).

74. That investigation stated the following about Fathi H-Ex-072.pdf:

Mohamad Yusuf Fathi

This customer owns two supermarkets in the U.S. Virgin Islands (St. Croix and St. Thomas), one of which is run by his brother-in-law, Hamed Waleed. He is also President of Hamdam Diamond Corp. (cf. infra). The party in question opened a non-resident dollar account in June 1996 also for the tax reasons mentioned above. As for the customers mentioned above, significant cash transactions were observed in his account during the first few months after it was opened (US\$420K from June to December 1996). Questioned by the bank, Mr. Yusuf merely said that his business was in good health⁸ and that its annual sales were US\$55M with a net profit of US\$9M, which is inconsistent with the 1995 balance sheet⁹. In 1996, the bank nonetheless concluded that the prosperous economic activity *seemed to justify* the transactions recorded in its books¹⁰.

The BFC-AG never obtained the slightest recent accounting information about this relationship¹¹. No analysis of the correlation between the movements, especially those in cash, observed in the account and the business affairs was therefore conducted. Here again, it was not until May 1998 that the transactions carried out by this customer which should have raised flags were brought to the attention of Tracfin.

75. On May 14, 2003, as a result, a STM police investigation was carried out. In reporting on the matter, the police lieutenant investigating, stated H-Ex-075.pdf

Our investigations and hearings allowed us to determine that:

1/ WITH RESPECT TO THE BANK ACCOUNTS OPENED:

The different bank requisitions sent to the Saint Martin branch of the Banque Française Commerciale (BFC) allowed us to determine that:

- **Euro account No. 60201869000** was opened in the name of YOUSUF Isam (trade name: Island Appliances) on February 13, 1995.

The attached documents were:

- the signature card for accounts No. 63541(dollars) and 20186 (francs) opened on February 13, 1995.
- a copy of the passport of ISAM MOHAMAD YOUSUF born on February 20, 1952 in Jordan.
- a copy of a portfolio transfer sheet (accounts No. 60201869000: YOUSUF ISAM and No. 6063541 9040: "Island Appliances").
- a copy of a transfer order dated February 13, 1997 for an amount of \$2,000,000 from account No. 406063541/90 from ISAM YOUSUF in favor of Sixteen Plus Corporation, St. Thomas, Tel.: 809 775 5646 (account No. 058 00039411, drawn on the Bank of Nova Scotia, Sunny Isle Branch, P.O. Box 773, St. Croix, US).
- a copy of a transfer order dated March 11, 2002 in an amount of \$25,000 (USD) from account No. 40606354190 from Island Appliances in favor of ISAM YOUSUF residing on Garden Street, Amman, Jordan (account No. 0250317114200 drawn on the Cairo Amman Bank (Jordan), swift code: CAAB JO AM).
- a copy of a cancelled transfer order dated 10/07/1998 from ISAM Yousuf in favor of AYED YOUSEF (amount: \$300,000 (USD)).
- various documents (statement of account information, information about accounts No. 6020186, 0107026 and 6021266 and various correspondence).
- handwritten correspondence from Alexandre GUMBS dated July 22, 1996 regarding accounts No. 60 63877, 60 63541, 63878 and 60 63830.

Note that this account was not used very extensively and was closed on March 22, 2002.

- **Dollar account No. 60635419040** was opened in the name of YOUSUF Isam (trade name: Island Appliances) on February 13, 1995:

The attached documents were:

- ID card No. 31570 issued by Sint Maarten on September 27, 1999 in the name of YOUSUF Isam Mohamad.
- a U.S. passport issued on September 11, 1986 in the name of YOUSUF Isam Mohamad.
- Account statements mentioning several large cash transfers:
 - *this account was credited \$8,782,962 (USD) on 04/19/2002.
 - *this account was debited \$8,859,094 (USD) on 04/19/2002.
- Various documents relating to term account No. 40 60 63541 91 held by YOUSUF ISSA ISLAND APPLIANCE,

12 Canegeter Road Pondfill, Philipsburg, 99 000 Sint Maarten drawn on the Banque Française Commerciale.
This account was closed on March 27, 2002.

- **Dollar account No. 60638779040** was opened in the name of YUSUF Fathi on June 10, 1996.
The account agents were YOUSUF Fathi and HAMED Waleed.
This account was closed on September 4, 2000.

- **Dollar account No. 60638789040** was opened in the name of HAMED Waleed on June 10, 1996.
The attached documents were:
 - a copy of passport No. 043576417 issued on September 8, 1992 in the name of HAMED Waleed Mohammad born on January 22, 1962 in Jordan, an American national.
 - a copy of the signature card indicating that the agents for this account were HAMED Waleed and YOUSUF Fathi.
 - statements (Exhibit 9) for account No. 40606387890 held by HAMED Waleed.This account was credited with several cash deposits.

- **Dollar account No. 60638879040** was opened in the name of Hamdam Diamond Corporation on June 26, 1996. (Exhibit 8).
The attached documents were:
 - a copy of the signature card indicating that the agents for this account were YOUSUF Fathi, HAMED Waleed and ISAM Mohamad, Yousuf. The manager of Hamdam Diamond Corporation was Fathi Yusuf MOHAMAD YUSUF.
 - a copy of U.S. passport No. 043377662 issued on February 10, 1992 in Miami in the name of Fathi Yusuf MOHAMAD YUSUF.
 - five documents relating to contracts between the BFC bank and YUSUF FATHI, the off-shore company HAMDAM DIAMOND CORPORATION, HAMED WALEED (manager of the Plaza Extra Supermarket) and the Dutch company TED DOOR SPECIALITY.
 - a copy of the U.S. passports for MOHAMAD YUSUF Fathi Yusuf born on April 15, 1941 in Jordan, HAMED WALEED MOHAMMAD born on January 22, 1962 in Jordan, and ISAM MOHAMAD YOUSUF born on February 20, 1952 in Jordan.
 - various correspondence (correspondence from HWANG Antoine addressed to Mr. FAURE (BFC General Inspection Department) dated August 24, 2000 stating that he had been asked by client Walled HAMED personally (40606387890) and on behalf of Hamdam Diamond Corporation (40 606388790) to transfer respectively US\$1,100.00 (*sic*) and US\$1,173,000 to Cairo Amman Bank in Amman, Jordan (a copy of three cheques payable to Walled Hamed drawn on the Banque Française Commerciale, held by Hamdam Diamond Corporation, YUSUF FATHI

and Hamed Waleed. These cheques dated August 11, 1996 are for amounts of US\$2,000,000, US\$400,000 and US\$400,000 respectively).

-a handwritten note by Mr. GUMBS commenting on the opening of the account.

-a copy of the statements for account No. 40 60 63887 90 with the Banque Française Commerciale held by Hamdam Diamond Corporation, 12 Cannegieter Road, Sint Maarten c/o ISAM YOUSUF for the period from June 26, 1996 to April 19, 2002.

Several cash deposits were credited to this account.

This account was closed on February 5, 2002.

76. When Fathi received these reports on the French activities translated into English, he drew up a 4-page, handwritten analysis keyed to those reports individually. He then attached several documents of the French analysis to his handwritten notes (with each French document labeled A through E, and presented them all to me as (1) being an accurate accounting of what we had done, and (2) demanding that they somehow showed that the Hamed had received more than the Yusufs over the years—and thus, my family owed him money. H-Ex-076.pdf

77. In those handwritten notes, he states that the \$2 million February 1996 transfer was from Isam Yousuf and he treated it as part of our funds that he was accounting. H-Ex-076.pdf

①	2-13-1997
4-2	2,000,000.00 From account # HEB063541/90
D-3	From Isam Yousuf to sixteen plus

He also noted that the August 11, 1996, \$2 million movement of funds from the Hamden account to us was our funds.

He also noted millions in Hamden Diamond's funds were our assets:

	Account # HEB06388790	Hamdan Diamond
7 8-1	check # 3633491	Amount \$ 2,000,000.- 8-11-1996
3-1/8-4	check # 3633492	Amount 1,000,000.- 10-23-1996
3-4-10	Waleed Hamed	Amount 1,00,000.- 8-11-1996 2-3-97
-1/8-4	check # 3633493	Amount 150,000.- 4-21-98
	look at the check no.	

78. On September 18, 2003 a criminal indictment was returned by the Grand Jury—the DOJ released a press notice the next day September 19, 2003. H-Ex-078.pdf

79. Despite the indictment and the intense scrutiny we were all under during the 2000's, the USVI tax and corporate filing always carried the amount for Diamond Keturah as a "loan from Shareholder" and always represented there was no note or mortgage. This was after we were all under very close scrutiny and all filings going forward had to be 100% correct. For example, the 2009 USVI Annual Corporate Report for Sixteen Plus shows "Loan to Shareholders" under "Liabilities and Shareholders' Equity". There is no entry for "Mortgages" and thus no amount listed for the Manal Note/Mortgage.²⁰ [H-Ex-079.pdf](#)

80. 2009 USVI Tax Filing for Sixteen Plus shows "Loan from Shareholders" of 4,710,626. There is a line for "Mortgages" and no amount listed for the Manal Note/Mortgage [H-Ex-080.pdf](#)

81. Fathi states the lien [on Diamond Keturah] was removed on the subject land as a result of the [2010] criminal plea and settlement. [H-Ex-081.pdf](#) (Fat 342 Admit 35)

82. On February 26, 2010, the Plea Agreement was filed in the criminal case. At paragraph B on page 2 it lists the people that neither state nor federal officials could prosecute. It includes Sam Mohamad Yousuf [Isam], aka Sam Yousuf, Fathi Yusuf Mohamed Waleed Mohammad Hamed, Waheed Mohammad Hamed, Maher Fathi Yusuf, Nejah Fathi Yusuf, and the Department of Justice. [H-Ex-082.pdf](#)

83. Even after the specter of the criminal charges was gone, and we all had full immunity for what had been done, the note and mortgage continued to be represented by Fathi on the Sixteen Plus tax and corporate filings as a "loan from shareholders" with no mention of a loan or mortgage to Manal. For example, The 2010 USVI Tax Filing for

²⁰ Perhaps even more revealing is the fact that in the mid-2000's, while the criminal case was pending, Fathi had discussions with me regarding potential offers to sell the property. Ultimately, it was not approved by the federal marshal. [H-Ex-079-a.pdf](#) (Fat 650 Interrog 16) It was not approved because Yusuf spoke with the Federal Marshal who was monitoring the operations of the Plaza Extra stores during the criminal case. His name was Marshal Briskman.....discussing inquiries or offers to buy the property subject to the note and mortgage herein. [H-Ex-079-a.pdf](#) (Fathi 342 Admit 3) Yusuf had communications with a wealthy gentleman, whose name he does not recall at the moment, regarding the potential purchase of the Diamond Keturah Property in for a potential purchase price of \$30,000,000. At that time, the Diamond Keturah Property was restricted from being sold as a result of the criminal matter that was pending. Yusuf discussed the potential sale with the Federal Marshal Briskman. *In those discussions, the Marshal would not allow for the proceeds from the sale to be used to pay the Note and release the Mortgage. The Marshal said he would agree to the sale, but was going to require the entire proceeds be held, and not released to anyone, if there was a sale of the Diamond Keturah Property. Fat 342 Interrog 1 This was because the Marshal stated that he did not believe this to be a valid note and mortgage. But Fathi wanted the mortgage and note paid out to Manal—and would not go forward with the sale unless she (meaning Fathi in reality) got the money. It would have mostly gone from Manal back to Fathi—which the Marshal seems to have clearly understood.*

Sixteen Plus shows “Loan from Shareholders”. There is a line for “Mortgages” and no amount listed for the Manal Note/Mortgage. [H-Ex-083.pdf](#)

84. Similarly, after the 2010 Plea Agreement, at the end of 2011, Sixteen Plus filed a tax return signed by Fathi Yusuf under penalty of perjury, in which he states there are no mortgages, but that \$4,710,626 is due as “Loans from Shareholders”. [H-Ex-084.pdf](#)

85. Long after the 2010 Plea Agreement, the June 19, 2012 USVI Domestic Corporation Report is signed by Fathi and me and states no mortgage—but “shareholder loans” of \$4,710,626. [H-Ex-085.pdf](#)

86. On September 25, 2012, the Sixteen Plus Corporation filed the USVI Annual Report on Domestic or Foreign Corporations with the Virgin Island’s Lt. Governor’s office showing that Mohammad Hamed, Fathi Yusuf and I were Directors of the corporation. [H-Ex-086.pdf](#)

88. The litigation (370) in which Hamed charged Fathi with trying to steal our half of the Plaza Extra Partnership was filed in September 2012. In a report dated December 31, 2012 Fathi attempted to change the directors and officers of Sixteen Plus to exclude me. I refused to sign the last page. It is unclear as to whether Fathi actually filed this, but it appears, on its face, that he tried to do so. <http://federal-litigation.com/hamd-docs/H-Ex-087.pdf>

89. In the companion 370 case, Fathi attempted the exact same thing with Plessen Enterprises, Inc. When caught he said it was just an error—the same as here.

90. In 2013, criminal case ended when we paid a lump sum \$10 million payment of taxes to the Government of the Virgin Islands for previously unreported income from the Plaza Extra Supermarkets—and a fine in excess of \$1,000,000. [H-Ex-088.pdf](#) (Fat 342 Admit 34)

91. Even after the criminal settlement was finalized and all charges dismissed with the case closed, after Fathi had switched accountants and after the 370 litigation started—Fathi was still stating under penalty of perjury that these were “Loans from Shareholders” in the amount of \$4.5 million with no mention of the note or mortgage—on August 20, 2015, in the 2014 tax filing for Sixteen Plus—just months before the first filing in these Diamond Keturah cases on February 12, 2016. [H-Ex-004.pdf](#)

92. When Fathi started to lose ground in that 370 litigation, in 2015, he tried to trigger the Manal mortgage outside of that action by filing a lawsuit to dissolve Sixteen Plus. It was filed in St. Thomas (Superior Court) on July 30, 2015. The answer was filed on September 15, 2015. He failed in his attempt when he did not tell the truth in discovery about the power of attorney and Manal’s location/phone number (an order required him produce her phone number but then he said he didn’t have the information.) He agreed to dismiss it, and Judge Francois did so on November 15, 2016.

93. In response, Sixteen Plus sued Manal (65) to void her note and mortgage on February 12, 2016. Manal countersued for foreclosure on March 20, 2017. Then Hisham filed a CICO/Brach of Fiduciary duty case on behalf of Sixteen Plus (derivatively) against Fathi, Isam and Jamil (650) on October 31, 2016. Finally, Manal AGAIN sued Sixteen Plus for foreclosure (same as the countersuit in 65) on September 31, 2017 (342).

And that is pretty much where we all are now.

Dated: February 21, 2023

/s/

Waleed Hamed

1 IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

2 DIVISION OF ST. CROIX

3
4 HISHAM HAMED, individually, and
5 derivatively on behalf of
6 SIXTEEN PLUS CORPORATION,
7 Plaintiff,

8 v.

Case No.

9 FATHI YUSUF, ISAM YOUSUF,
10 and JAMIL YOUSUF,
11 Defendants.

SX-2016-CV-00650

12 and

13 SIXTEEN PLUS CORPORATION,
14 a nominal Defendant.

15
16 SIXTEEN PLUS CORPORATION,
17 Plaintiff,

Consolidated with

18 v.

Civil No.

19 MANAL MOHAMMAD YOUSEF,
20 Defendant,

SX-2016-CV-00065

21 and

22 MANAL MOHAMMAD YOUSEF,



1 VIDEOTAPED DEPOSITION OF
2 WALEED HAMED
3 DATE: Thursday, August 10, 2023
4 TIME: 12:24 p.m.
5 LOCATION: Remote Proceeding
6 Washington, DC 20005
7 REPORTED BY: Shondra Dawson, Notary Public
8 JOB NO.: 6014366
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1 that you contend came from Plaza Extra and were given
2 to Isam specifically for the purpose of purchasing the
3 Diamond Keturah property?

4 A Repeat the question?

5 Q Sure. Do you have any documentation that
6 shows the money that you contend is Plaza Extra money
7 that was given to Isam Yousuf specifically to purchase
8 the Diamond Keturah property?

9 A I have no documentation, but, I mean,
10 there's records of multiple deposit that went in --
11 large amount of money that just been deposited prior
12 to him transferring two million dollars at one time
13 and then two million dollars at another time.
14 Where -- I mean, that money -- we delivered that
15 money. That is the partnership money. That is my
16 father's money and Fathi's money. And that's what we
17 did. That's the way we laundered money.

18 Q Okay. In your statement, I think this is
19 maybe what you're referring to.

20 MS. PERRELL: Pam, if you could pull up
21 Exhibit H-1. Okay.

22 //

1 BY MS. PERRELL:

2 Q Just for identification purposes, this is a
3 document that we received that is -- it's titled,
4 "Waleed Hamed's Statement," and it's 23 pages long.
5 Just wanted to get you to identify it. Have you seen
6 this document before?

7 A Yes, ma'am.

8 Q Okay. And have you reviewed it, and is this
9 your testimony or statement as to the facts relating
10 to this case?

11 A Yes, ma'am.

12 MS. PERRELL: Okay. All right. Pam,
13 if you could turn to page 10, which is paragraph 29
14 and 30. Perfect. All right.

15 BY MS. PERRELL:

16 Q I was asking you specifically about moneys
17 that you contend are Plaza Extra moneys that were to
18 be used for or given ultimately to Isam Yousuf for the
19 purchase of the Diamond Keturah property, and
20 paragraph 30, I'm going to read it to you and ask you
21 for some elaboration. In paragraph 30, you stated:
22 "In a September 12, 1996, letter from Fathi to Mr.

1 testimony is appended to and made part of his
2 testimony in this deposition.

3 BY MR. HARTMANN:

4 Q And so I'd like to look at paragraph 25.
5 And paragraph 25 says that the July '96 BFC statement
6 for the Hamdan Diamond account correctly shows several
7 deposits of 50 and \$200,000. Is that correct?

8 A Yes.

9 Q Okay. And attached to that is the exhibit
10 H-25, which is in fact that bank account statement
11 showing that and showing the deposits. Now Ms. Perrel
12 asked you a series of questions about why would you
13 send cash to Isam Yousuf and have him deposit it as
14 opposed to you're just going over and depositing. So
15 let me ask you this question. Why could you not walk
16 into the bank and simply give that \$400,000 in cash
17 that you deposited in July of 1996 to the bank? Why
18 did you run it through Isam?

19 A Because Isam was the point man and I don't
20 stay over -- because there was only one location for
21 PFC -- PFC, that's what it's called, right? And it's
22 only one location. It was on the French side. And

1 there's no way I would walk in with \$400,000 in cash.
2 The maximum probably I ever walked in or deposited was
3 100. Or if you look at the deposits that were made
4 through the -- with the FBI report, most of those
5 deposits don't exceed 100,000, I believe, and I stand
6 to be corrected if you show me the documents -- but I
7 would go ahead and I would just deposit whatever I
8 carried on, and the rest of the money goes to Isam.
9 And then Isam would use his people, which is him, his
10 brother Ayed, Ayed's wife, and probably some other
11 people that I'm not aware of.

12 Q Okay. And could -- why would Isam split it
13 up between several different couriers to make those
14 deposits?

15 A Well, it's less suspicious.

16 Q Okay. And why could they not -- why could
17 Isam not walk in and deposit \$400,000?

18 A Because it would be -- I mean, it's
19 impossible to carry that amount of cash to go on and
20 do that --

21 Q So the purpose -- the purpose of sending it
22 to Isam Yousuf and having him divide it between a

1 number of people was to make it appear as though a
2 number of people were depositing smaller amounts so it
3 wouldn't trigger the bank's money laundering
4 provisions. Is that --

5 A Absolutely. Absolutely. That's exactly
6 what the plan was.

7 Q Okay. And you said that when you went down
8 there to give this money to Isam, when you traveled
9 with Fathi, that you stayed at the house where Isam,
10 Isam's -- Fathi's daughter Yusa [ph], and Fathi's
11 daughter Yusa's [ph] husband Ayer [ph], they all lived
12 in the same house and you and Fathi stayed with them?

13 A Yes, sir, we did.

14 Q Okay. And did they know that they were
15 getting this money to deposit into these different
16 accounts when you were there and Fathi was there for a
17 day and brought all this money?

18 A Absolutely. Absolutely. I mean, you could
19 see the signatures. You could see the different
20 signatures on the deposit slips.

21 Q Okay. Let's talk about that. I don't
22 believe it's an exhibit to this statement, but I

1 believe that you looked at a file that has over a
2 hundred of these deposit slips in them -- is that
3 correct?

4 A Yes, sir.

5 Q And then all those deposit slips, many of
6 the deposit slips are for your account, and
7 handwritten -- sometimes in print, but sometimes in
8 signature, occurs your name. Is that correct?

9 A Yes, sir.

10 Q And except for the one or two occasions, you
11 said that you went and you signed. Were any of those
12 your signatures?

13 A It's only maybe a couple of them or a few of
14 them, but many of them are not mine.

15 Q So all of the rest of those signature, both
16 in Hamdan Diamond and to your account and to Fathi's
17 account that represented that you were making
18 deposits, were not -- well, they were forgeries. If
19 they wrote your name, it was not you actually doing
20 it. Is that correct?

21 A That is not my signature, sir. Somebody
22 else did it.

1 Q Okay. And who was it that was doing this?

2 A The person who was in charge in doing -- or
3 just really putting all that stuff together, based on
4 Fathi's instructions, it's Isam Yousuf, Ayed Yusuf,
5 and Yusrai Yusuf [ph], and maybe some other cousins or
6 family. All these people that are involved are Fathi
7 Yusuf's family, direct family. He always told me they
8 will do anything for him. They will do anything for
9 him. They trust him. He's their uncle.

10 Q Okay. And did you -- when you were first
11 setting up this money laundering operation with Fathi
12 Yusuf, who suggested that they used his family members
13 in Saint Martin to do this laundering?

14 A Fathi Yusuf.

15 Q And who told you that Fathi -- that Isam
16 would be the guy directing the money and that he would
17 use the rest of the Fathi Yusuf family members to be
18 the couriers for depositing and moving this money?

19 A You have to understand that Isam not just
20 became part of this whole -- he's not just like came
21 and pop -- that, oh, all of a sudden he knows Fathi
22 Yusuf. Isam was the original -- one of the original

1 partners in the Plaza Extra partnership. So he is
2 known. He is Fathi Yusuf's nephew. He was involved
3 in the Plaza Extra initial partnership, and then Isam
4 left. Khalid Ali [ph], which is another nephew of
5 Fathi left, and then there was I think Mr. Hanun [ph],
6 who was also left. I believe he was involved, but I'm
7 not quite sure. So the only two people that stayed
8 behind was my father, Mohamed Hamed, and Fathi Yusuf
9 in the partnership. So Isam is known. Isam, as
10 matter of fact, actually bought Fathi Yusuf furniture
11 store that he used to run. Fathi Yusuf at one time,
12 before he went into the supermarket business, had a
13 furniture store. Sam I believe at one time or other
14 was working for Fathi. Isam bought the furniture
15 store from Fathi.

16 Now Fathi trusted him, number one. He'd
17 known him for a long time. He is his nephew. And he
18 is the perfect person to do that. So all this cash
19 money, all that stuff, Fathi trusted him with it. And
20 then -- this time -- excuse me, let me finish, sir.
21 And at the same time, it's not just that. Isam is his
22 nephew. Ayed is his nephew. And his daughter is

1 married to Ayed. So it's all family, nice,
2 trustworthy money laundering operation that we were
3 all involved in.

4 Q So Fathi Yusuf, when he set up this money
5 laundering down there, he told you specifically that
6 the money would go to Isam and Isam would use family
7 members to distribute it and move it. Is that
8 correct?

9 A Yes, sir.

10 Q Okay. Now you were also shown a document, I
11 believe, that was just a small portion of a federal
12 audit that was done by the Department of Justice and
13 the FBI, and I believe you were directed to your own
14 deposits and movement of money in that document. Do
15 you recall?

16 A Yes.

17 Q Okay. Do you also recall that in that
18 document, there is a discussion about the movement of
19 funds from Isam Yousuf to the Cairo Amman bank for
20 millions and millions of dollars?

21 A Yes.

22 Q Okay. And could you tell me where Isam