

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

<b>MOHAMMAD HAMED</b> , by his authorized agent <b>WALEED HAMED</b> ,	)	
	)	
Plaintiff,	)	<b>CIVIL NO. SX-12-CV-370</b>
	)	
v.	)	<b>ACTION FOR DAMAGES,</b>
	)	<b>INJUNCTIVE AND</b>
<b>FATHI YUSUF</b> and <b>UNITED CORPORATION</b> ,	)	<b>DECLARATORY RELIEF</b>
	)	
Defendants.	)	<b>JURY TRIAL DEMANDED</b>
	)	

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**PLAINTIFF'S REQUEST FOR THE PRODUCTION OF DOCUMENTS  
TO DEFENDANT YUSUF: FIRST SET**

Plaintiff Hamed, by counsel, propounds the following request for production of documents pursuant to Rule 34 of the Federal Rules of Civil Procedure as well as Local Rule 22 on defendant Fathi Yusuf:

**INSTRUCTIONS**

In responding to these Requests for Production of Documents, the following instructions shall apply:

1. The obligations imposed by Fed. R. Civ. P. 26 and 34 are hereby incorporated, including but not limited to, the duty to supplement imposed by Fed. R. Civ. P. 26(e).

2. If the Defendant lacks information to respond to a particular request for production, in whole or in part, Defendant shall state or identify: a) the currently available information; b) any currently unavailable information; c) the efforts Defendant has taken, or will take, to obtain the currently unavailable information; and d) when the Defendant expects to obtain this information. Further, if the Defendant believes that any

**Plaintiff's Request for Production of Documents to Yusuf: First Set**  
**Page 2**

other individual or entity may have information that responds to a specific request, in whole or in part, the Defendant shall provide the individual or entity's: a) name, address and telephone number and b) a brief description of the information the Defendant believes the entity or individual possesses.

3. Whenever in these requests for production the Defendant is directed to produce or "identify" a "document," the Defendant shall, besides providing the document itself (if asked to produce), state or identify the following: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient (both addressee and recipients of copies); d) the document type (e.g., letter, memorandum, report, etc.); e) the document title; f) the document's control number or Bates number; and g) the name, address and telephone number of the document's custodian.

4. If the Defendant no longer possesses any document the Defendant requests, the Defendant shall state or identify: a) the date the document was prepared; b) the name, address and telephone number of each author or signatory; c) the name, address and telephone number of each recipient; d) the document type ( e.g., letter, memorandum, report, etc.); e) what was done with the document; f) the name, address and telephone number of each individual responsible for, or otherwise involved with, transferring or disposing of the document; and g) reason(s) the document was disposed of or transferred; and h) the name, address and telephone of the document's custodian, if known.

5. If the Defendant believes any information the Defendant requests is privileged and/or protected, in whole or in part, the Defendant shall provide the following: a) the

document's title; b) the document type (e.g., memorandum, letter, report, email etc.), c) the name, address and telephone number of each author or signatory; d) the name, address and telephone number of each recipient; e) the date the document was prepared; f) the privilege(s) and/or protection(s) the Defendant is asserting; g) the factual bases for the Defendant asserting the privilege(s) and /or protection(s); and h) a summary of the information the Defendant is not producing to enable a court of competent jurisdiction to rule whether the information is privileged and/or protected.

6. If the Defendant redacts anything from a document it produces in response to these requests for production, the Defendant shall state or provide the following: a) a summary of the deleted information; b) the reason(s) for deleting the information; and c) the name, address and telephone number of each person responsible for, or otherwise involved with, deleting the information.

7. The Defendant shall respond to each of these requests for production to the fullest extent possible, and in good faith, preserving any valid objections the Defendant may have. The Defendant may further ask the Defendant's attorney to clarify or limit any request for production Defendant believes is vague or unduly burdensome.

8. Whenever these requests for production use any word in the plural, the Defendant shall understand the word to include the singular as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the singular, the Defendant shall understand the word to include the plural as necessary to make the request for production inclusive rather than exclusive.

9. Whenever these requests for production use any word in the masculine, the Defendant shall understand the word to include the feminine as necessary to make the request for production inclusive rather than exclusive. Further, whenever these requests for production use any word in the feminine, the Defendant shall understand the word to include the masculine as necessary to make the request for production inclusive rather than exclusive.

10. Verbs written in the present tense shall also be taken to mean and include the past. Verbs written in the past tense shall also be taken to mean and include the present.

11. Whenever these requests for production use the word "and" or the word "or," the Defendant shall understand the word conjunctively or disjunctively as necessary to make the request for production inclusive rather than exclusive.

12. The parties have consented, pursuant to Fed. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action including discovery requests and responses.

#### **TERMS AND MEANINGS**

The terms used in this Discovery have the following meaning:

As used herein, the term "**document(s)**" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in the custody, possession or control of the Defendant - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either

electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums — including e-mails, letters, affidavits, filings, engineering studies and/or tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and/or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

**"Communication"** means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"**Relevant time period**" means 1986 to present.

"**United**" or "**United Corp**" shall mean the defendant United Corporation.

"**Yusuf**" shall mean defendant Fathi Yusuf.

"**Hamed**" shall mean the plaintiff herein Mohammad Hamed.

### REQUESTS

1. All documents during the Relevant Time Period making reference to a "partnership," or "joint venture" in connection to Mohammad Hamed's relationship to Fathi Yusuf, Plaza Extra Supermarkets or United.

2. All documents making reference to "partners" or "partnership" in connection to Mohammad Hamed's relationship to Fathi Yusuf, Plaza Extra Supermarkets or United.

3. All documents which show how proceeds or profits from the three Plaza Extra Supermarkets were ***distributed*** to you or your family members from 1986 to present. (Any amounts not paid as corporate distributions or Sub-Chapter S pass throughs, salaries or direct reimbursements of costs.)

4. All documents which show how proceeds or profits from United Corporation were distributed to you or family members by corporate distributions or pass throughs Sub-Chapter S set forth on tax forms, from 1986 to present, other than salaries or direct reimbursements of costs.

5. The filed tax returns of Defendant Yusuf and his wife for the years 1986 to present.

6. All documents evidencing the removal, transfer, subsequent transfer and use of funds from any of the Plaza Extra Supermarket operating accounts held by United (as

**Plaintiff's Request for Production of Documents to Yusuf: First Set**  
**Page 7**

defined by this Court) by you or your family members, other than salaries or direct reimbursements of costs.

7. All documents evidencing the removal, transfer, subsequent transfer by you or your family members of the approximately \$2.7 million discussed by the Court in the Preliminary Injunction. This shall include the ultimate purchases, saving or investments thereof.

8. All documents evidencing sale, gift or other transfer of stock of United corporation from Yusuf or his wife from 1986 to date.

9. All documents evidencing sale, gift or other transfer of stock of United corporation by any other person than Yusuf or his wife from 1986 to date.

10. Documents supporting any and all claims or counterclaims you may have against the plaintiff for any type of relief, including but not limited to money damages.

11. Documents supporting any and all claims you may have against any third party for any type of relief related to the allegations in this case, including but not limited to money damages.

12. Documents supporting all defenses or offsets you have or may have with regard to the claims of plaintiff.

13. Documents supporting all defenses or offsets United Corporation has or may have with regard to plaintiff's claims about which you have any knowledge.

14. Documents showing all amounts which you or your family members have taken from the Plaza Extra operations or operating accounts beyond salaries from 1986 to present.

**Plaintiff's Request for Production of Documents to Yusuf: First Set**  
**Page 8**

15. Documents showing all amounts which Mohammad Hamed or his family members have taken from the Plaza Extra operations or operating accounts beyond salaries from 1986 to present.

16. Documents showing all funds removed by you or United from Plaza Extra operations or operating accounts that were used to buy real estate or other assets, and list all assets purchased, form of ownership, the date of purchase and the percentile owners at that time and now.

17. Documents showing all investigations, reports, studies, surveys, valuations or expert advice obtained by you or United with regard to the Plaza Extra Stores from January 1, 2011, to the date of these interrogatories.

18. Documents relating to all witnesses you or United have interviewed, may or will call at trial in this matter. Provide all witness statements, notes and information provided by them to you.

19. All physical evidence other than documents, which support your defense, counterclaims or third-party claims.

20. All accountings, valuations or other information in your possession or which you have caused to be created as to the valuation or division of the Plaza Extra Supermarkets.

21. Any documents or other physical medium containing or describing surveillance of plaintiff or his sons undertaken by you, your sons or your agents. This shall include private investigators, reading of email to or from any member of the Hamed Family from store or other email systems, including video or sound recordings.

22. With regard to the letter attached as Exhibit A to the First Set of Interrogatories to Yusuf, all documents related to the line of the calculation that states:



A. "Past Confirmed Withdrawals . . . . . \$ 1,600,000.00"

B. "Fifty percent (50%) of St. Maarten Bank Account..... \$44,355.50"; and

C. "Fifty percent (50%) of Cairo Amman Bank .....544,696.00"

23. At some time between 1986 and 1989 Fathi Yusuf paid some amount believed to be \$1 million to his brother -- Ahmad Yusef -- to buy him out of the Plaza Shopping Center real estate. Provide all documents reflecting any buyout of Yusuf's brother or any other person from United corporation or the Plaza Extra real estate, including but not limited to the sourcing of the funds used to pay such a buyout.

24. Between the years 1986 and 1992, Fathi Yusuf keep a record of amount due to and from Hamed and Yusuf family members in what has been referred to as "the black book". Provide all records kept by Yusuf, Plaza Extra Supermarket or United for keeping track of withdrawals and amounts due to Hameds or Yusufs from 1986 through 2003.

25. For the years 2003 to date, provide documents that reflect bonus points, rebates or other valuable transfers to Fathi Yusuf or his sons in which they personally paid for food products or other purchases for Plaza Extra Supermarkets with their own personal credit cards and kept the points or monetary rebates.

26. Provide the financial documents for all accounts and transactions on those accounts for Sixteen Plus and Plessen Enterprises Inc.

27. Documents provided to or by all third persons or entities having knowledge of the claims or defenses of any party hereto. This shall include any person or entity which you may or will call as a witness as well as any person or entity with

whom: you have spoken about such matters, you have obtained information about such matters or you have provided with information about such matters.

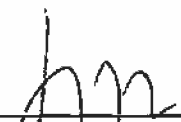
28. All financial and accounting data, documents or records which contain, include or otherwise reflect transactions involving Plaza Extra Supermarkets for the years 2003-present other than those provided to Plaintiff as Sage 50 backup files.

29. Billings from all attorneys, financial consultants, investment advisors, accountants, or bookkeepers paid more than \$100 by you any member of your family, any corporation or entity in which you have any interest from January 2011 to present.

30. Please produce any surveillance of plaintiff or his sons undertaken by you, your sons or your agents.

31. All documents related to the transaction(s) reflected in **Exhibit 1** hereto.

**Dated:** November 15, 2013



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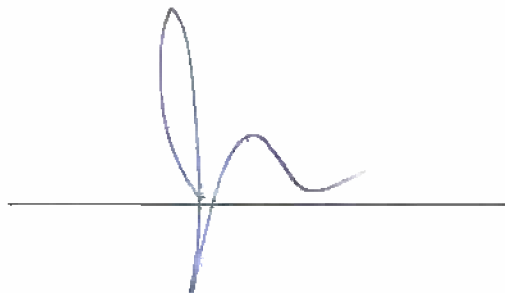
**CERTIFICATE OF SERVICE**

I hereby certify that on November 15, 2013, a true and accurate copy of the foregoing was served by hand on:

Nizar A. DeWood, Esq.  
The Dewood Law Firm  
2006 Eastern Suburb, Suite 101  
Christiansted, VI 00820

And by email on:

Gregory H. Hodges  
Dudley, Topper and Feuerzeig, LLP  
Law House  
1000 Fredericksberg Gade  
P. O. Box 756  
St. Thomas, VI 00804

A handwritten signature in blue ink is positioned above a solid horizontal black line. The signature consists of a large, looped initial 'G' followed by a series of smaller, connected strokes that form the rest of the name.

**BFC**

BON POUR DOLLARS ~~2000~~ 2,000,000.00

Banque Française Commerciale  
Antilles Guyane

Ne peut servir de chèque NON ENCAISSABLE SAUF au profit  
d'une banque d'une caisse d'épargne ou d'un établissement assimilé

Walzed Hamed  
Two Million Dollars <sup>88</sup>/<sub>100</sub>

Wuuuuuff

01 PAYABLE 40606388790 RIB 44 6022 August 11 1996  
BELLEVUE \*\*\*\*\*  
30 97150 SAINT-MARTIN HAMDAM DIAMOND CORPORATI  
07 TEL. (590) 87-53-80 12 CANNEGIETER ROAD PHI  
96 POINTES-À-PITRE C/O ISAM YOUSUF  
POINTE A PITRE 3 99999 SINT-MARTEN N.A. (29)

⑆3633491⑆ ⑆971038729000⑆ 040606388790⑆

N. 3633491

**BFC**

BON POUR DOLLARS ~~4000~~ 400,000.00

Banque Française Commerciale  
Antilles Guyane

Ne peut servir de chèque NON ENCAISSABLE SAUF au profit  
d'une banque d'une caisse d'épargne ou d'un établissement assimilé

Walzed Hamed  
Four hundred Thousand <sup>88</sup>/<sub>100</sub>

Wuuuuuff

01 PAYABLE 40606387790 RIB 37 6020 August 11 1996  
BELLEVUE MR  
30 97150 SAINT-MARTIN YUSUF FATHI  
07 TEL. (590) 87-53-80 NR 12 CANNIGIETE ROAD  
96 PHILIPSBURG (ISAM YOUSUF)  
POINTE A PITRE 3 99999 SINT-MARTEN N.A. (30)

⑆3633441⑆ ⑆971038729000⑆ 040606387790⑆

N. 3633466

**BFC**

BON POUR DOLLARS ~~4000~~ 400,000.00

Banque Française Commerciale  
Antilles Guyane

Ne peut servir de chèque NON ENCAISSABLE SAUF au profit  
d'une banque d'une caisse d'épargne ou d'un établissement assimilé

Walzed Hamed  
four hundred thousand <sup>88</sup>/<sub>100</sub>

Wuuuuuff

01 PAYABLE 40606387890 RIB 28 6021 August 11 1996  
BELLEVUE MR  
30 97150 SAINT-MARTIN HAMED WALEED  
07 TEL. (590) 87-53-80 NR 12 CANNIGIETE ROAD  
96 PHILIPSBURG (ISAM YOUSUF)  
POINTE A PITRE 3 99999 SINT-MARTEN N.A. (12)

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Fathi Yusuf

Thank you Mr. Gumbax. Please pay these checks

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TOTAL PAGES

EXHIBIT  
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