

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

YUSUF YUSUF, derivatively on behalf of)	
Plessen Enterprises, Inc.,)	Case No. SX-13-CV-120
)	
Plaintiff,)	Civil Action for Damages
)	and Injunctive Relief
v.)	
)	JURY TRIAL DEMANDED
WALEED HAMED, WAHEED HAMED,)	
MUFEED HAMED, HISHAM HAMED,)	
and FIVE-H HOLDINGS, INC.,)	
)	
Defendants,)	
)	
and)	
)	
PLESSEN ENTERPRISES, INC.,)	
)	
_____)	
Nominal Defendant.)	

MUFEED HAMED’S THIRD SET OF INTERROGATORIES TO PLAINTIFF

Defendant Mufeed Hamed, by undersigned counsel, propounds the following interrogatories upon the Plaintiff pursuant to V.I.R.Civ.P. 33.

If any of the following Interrogatories cannot be answered in full, please answer to the extent possible, specify the reason for your inability to answer the remainder and state whatever information or knowledge you have concerning the unanswered portion. Where your investigation is incomplete, give all information known as of the date of signing your answer. Where exact data is unavailable, supply estimated data, indicate that you have done so, and explain the basis on which the estimate was made.

If you decline to answer any interrogatory, or portion of any interrogatory, on a claim of privilege or other basis for withholding an answer, such as the work product doctrine, state each

privilege or other basis for withholding claimed and describe in detail all foundational facts upon which you base such claim of privilege or basis for withholding.

It is requested that all copies of all documents identified in response be attached to the answers to the responses to these Interrogatories as an exhibit.

Please take notice that these Interrogatories are deemed to be continuing up to and including the first day of trial of this action. If at any time you or any person acting on your behalf obtains additional information called for by these Interrogatories between the time of your response and the time set for trial, please serve supplemental sworn answers setting forth such information.

The words "**and**," as well as "or," shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the specifications all responses which might otherwise be construed to be outside its scope.

Terms in the plural include the singular and terms in the singular include the plural; the use of one gender shall include all others as appropriate in the context.

These interrogatories are continuing in nature so as to require **you, the Plaintiff**, to file supplemental answers if any additional or different information responsive to these interrogatories is discovered or obtained subsequent to the filing of answers to these interrogatories.

The parties have consented 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 Plaintiff - 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, CO-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.

INTERROGATORIES

Numbering continued from First and Second Sets

INTERROGATORY NO. 12

Describe, with particularity, each document and every distinct (different) version of each document in your possession or that you know of that is or purports to be a signature card, draft of a signature card, information gathering document and draft of an information gathering document for any Plessen account at Bank of Nova Scotia from 1998 to the present which bears the original or copied signature of Fathi Yusuf, Yusuf Yusuf, Nejeh Yusuf, Mike Yusuf, Mohammad Hamed, Wally Hamed, Mafi Hamed, Willie Hamed or Shawn Hamed.

RESPONSE:

INTERROGATORY NO. 13

If different from your response to Interrogatory 12, describe, with particularity, each document and every distinct (different) version of each document in your possession or that you know of that is or purports to be a Bank of Nova Scotia form or document from 1998 to the present which bears the original or copied signature of Fathi Yusuf, Yusuf Yusuf, Nejeh Yusuf, Mike Yusuf, Mohammad Hamed, Wally Hamed, Mafi Hamed, Willie Hamed or Shawn Hamed. This does not include checks or deposit slips.

RESPONSE:

INTERROGATORY NO. 14

For each document and version of a document described in response to Interrogatories 11 and 12, state when that document was (1) created by any Yusuf, (2) obtained by any Yusuf or (3) given by any Yusuf to any third party including, but not limited to, BNS, VIPD or the VI Attorney General's Office.

RESPONSE:

INTERROGATORY NO. 15

For any website of the Department of Licensing and Consumer Affairs for which Fathi Yusuf, Yusuf Yusuf, Nejah Yusuf, Mike Yusuf has an account, account name or password that allows submission of information – or which allows obtaining of information – provide the website address, the account name and the last three characters of the password, and describe all transactions on that account.

RESPONSE:

INTERROGATORY NO. 16

For any correspondence, communications or visits with the Department of Licensing and Consumer Affairs by Plessen, Fathi Yusuf, Yusuf Yusuf, Nejeh Yusuf, Mike Yusuf or any Hamed – describe the date or approximate date, nature, contents and any written documents provided or received. This should include but not be limited to the means by which that department came to understand that Mike Yusuf was a director of Plessen.

RESPONSE:

INTERROGATORY NO. 17

The April 25, 2013, Findings and Conclusions by Judge Brady state that:

35. On or about August 15, 2012, Yusuf wrote a check signed by himself and his son Mahar Yusuf and made payment to United in the amount of \$2,784,706.25 from a segregated Plaza Extra Supermarket operating account, despite written objection of Waleed Hamed on behalf of Plaintiff and the Hamed family. . .

Without regard to the truth or accuracy of Judge Brady's finding or of that quote, state with particularity all details of the actions by any member of the Yusuf family regarding the depositing and use of the check in the amount of \$2,784,706.25 dated on or about August 15, 2012. This will include but not be limited to:

who requested or authorized the drafting of the check, when, where and in conversation or correspondence with whom;

who physically drafted the check, when and where;

who signed the check, when and where;

who physically took that check to the bank, when and where

who that person dealt with at the bank, and any conversations,

what those funds were used for; and

a description and the amount of any check or withdrawals from that United account within 90 days of the deposit, in excess of \$10,000.

RESPONSE:

INTERROGATORY NO. 18

You have stated that you understand that Mike Yusuf either did or may have become a “de facto director” of Plessen. Describe in detail when and how you believe this happened – as well as the acts or facts that led to this.

RESPONSE:

CERTIFICATE OF SERVICE

I certify that this document complies with the page limitation set forth in Rule 6-1(e), and that on May 3, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

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