

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

**HISHAM HAMED, individually,
and derivatively for
SIXTEEN PLUS CORPORATION,**

Plaintiffs/Counterclaim Defendant,

v.

MANAL MOHAMMAD YOUSEF,

Defendant/Counterclaim Plaintiff.

CIVIL NO. SX-16-CV-00065

**ACTION FOR
DECLARATORY JUDGMENT
CICO and FIDUCIARY DUTY**

JURY TRIAL DEMANDED

**MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD YOUSEF, *Plaintiff***

v.

SIXTEEN PLUS CORPORATION,

Defendant.

CIVIL NO. SX-17-CV- 00342

**ACTION FOR DEBT AND
FORECLOSURE**

**COUNTERCLAIM FOR
DAMAGES**

JURY TRIAL DEMANDED

SIXTEEN PLUS CORPORATION,

Counterclaim Plaintiff,

v.

**MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD,**

Counterclaim Defendants, and

FATHI YUSUF,

Third Party Defendant.

**FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS TO
THIRD-PARTY DEFENDANT FATHI YUSUF**

COMES NOW Joel H. Holt, counsel for Sixteen Plus, and propounds the following request for documents on Third-Party Defendant, Fathi Yusuf.

If any of the following requests 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 request, or portion of any request, 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.

Please take notice that these Requests 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 Requests 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 requests are continuing in nature so as to require **you** to file supplemental answers if any additional or different information responsive to these requests is discovered or obtained subsequent to the filing of answers to these requests.

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 1995 to present.

"Manal Mohammad Yousef" or **"Manal"** shall mean the party herein.

Prior Factual Allegation by Hamed Related to Requests 1-4:

Hamed has alleged that:

While the criminal case continued over the next years, **various third parties attempted to buy the Land from Sixteen Plus at substantially higher prices than was paid for the property, with the highest offer exceeding \$22 million.**

Recognizing this substantial increase of 500% in value in less than 10 years, Fathi Yusuf began to try to figure out how to pocket these funds for himself. In this regard, the Federal Government agreed that it would remove its lien and the Land could be sold - but only if the proceeds of any such sale were escrowed pending the outcome of the criminal case and not paid to Manal Yousef.

Contrary to the best interests of Sixteen Plus and its shareholders, Fathi Yusuf began to formulate a plan to embezzle from and defraud Sixteen Plus of the value of the Land, and thus rejected offers for the Land unless the sham Manal Yousef note and mortgage were paid -- so he could then get sole control of these funds.

The Federal Government refused to agree to the request that the Manal Yousef mortgage be paid first, asserting its own doubts about the validity of the sham mortgage.

Fathi Yusuf could also, pursuant to the POA she had granted him, have had Manal Yousef agree to an escrow of the sales proceeds while preserving her alleged mortgage rights, which would have allowed the sale to take place and fully protect the debt allegedly owed to her

Indeed, once the funds were escrowed, Fathi Yusuf would lose his opportunity to keep the funds for himself pursuant to his Plan.

Request #1

After reviewing the factual assertion above, provide all correspondence or other communications you have had with third parties inquiring about some or all of the property subject to the note and mortgage herein.

Request #2:

After reviewing the factual assertion above, provide all correspondence or other communications you have had with third parties seeking to buy, offering to buy or expressing interest in buying the property subject to the note and mortgage herein.

Request #3:

After reviewing the factual assertion above, provide all correspondence or other communications you have had with the federal government, the Territorial government, the Department of Justice, the U.S. Attorney or the USVI Attorney General or their office or employees discussing any inquiries or offers to buy the property subject to the note and mortgage herein.

Request #4:

After reviewing the factual assertion above, provide all correspondence or other communications you have had with the federal government, the Territorial government, the Department of Justice, the U.S. Attorney or the USVI Attorney General or their office or employees discussing the lifting, altering, or modification of the federal lien that was placed on the subject property.

Request #5:

Provide all correspondence or other communications you have had with Jamil, Isam or Manal regarding the note and mortgage herein. This shall include but not be limited to any discussion of inquires or offers to purchase the subject land or any part thereof.

Request #6:

Provide all correspondence or other communications you have had with any bank or bank officials in the USVI, St. Martin, St. Marteen, Jordan, the West Bank or elsewhere regarding:

1. the funds used for the note and mortgage herein.
2. the funds used by Sixteen Plus for the purchase of the property subject to the note and mortgage herein.

Request #7:

Provide all writings or communication related to discussions, negotiations or communications with any person or entity with regard to the funds used to purchase the subject property here.

Request #8:

Provide all writings or communication related to the assertion that:

The Board of Directors of Sixteen Plus currently consists of two directors, Fathi Yusuf, a named defendant, and Waleed Hamed. An original third director voluntarily withdrew from the Board before the acts complained of here when he sold all of his stock in the corporation to the Hameds and Yusufs.

Request #9:

Provide all writings or communication related to the assertion that:

all of the financials of the 16+ corporation, its USVI tax filings and its annual USVI corporate filings reflect that the funds came from Hamed and Yusuf as the shareholders - and do not reflect the note and mortgage as a valid corporate debt.

This shall include but not be limited to:

- A. Any tax documents submitted to the USVI government on behalf of the corporation that reflect mortgages, debts, realty owned or amounts owed to shareholders.
- B. Any corporate status documents submitted to the USVI government on behalf of the corporation that reflect mortgages, debts, realty owned or amounts owed to shareholders.
- C. Any tax, corporate documents or financials submitted to any bank or lender on behalf of the corporation that reflect mortgages, debts, realty owned or amounts owed to shareholders.

Request #10:

Provide all writings or communication related to the assertion that:

The subject note and mortgage exceeded the amount received from St. Martin by \$500,000. The additional \$500,000 came from partnership funds that Fathi Yusuf caused the supermarkets to deposit directly as currency into the corporation's bank account. Thus, \$500,000 of the \$4.5 million used to buy the land was directly provided by the Partnership as cash deposits.

This shall include but not be limited to the source of that \$500,000, or the movement of those funds.

Dated: August 17, 2022

/s/ _____

Joel H. Holt. (Bar # 6)

Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820 Email:
holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

Carl J. Hartmann III, Esq.

Co-Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on August 17, 2022, I served a copy of the foregoing by email, as agreed by the parties, as well as a copy mailed to James Hymes at the address below, on:

Charlotte Perrell

Stefan Herpel, Esq.

Law House, 10000 Frederiksberg Gade

P.O. Box 756

St. Thomas, VI 00804-0756

Tel: (340) 774-4422

sherpel@dtflaw.com

James L. Hymes, III, Esq.

P.O. Box 990

St. Thomas, VI 00804-0990

Tel: (340) 776-3470

jim@hymeslawvi.com

/s/ Carl J. Hartmann III