

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

SIXTEEN PLUS CORPORATION,	)	
	)	Civil No. SX-16-CV-65
Plaintiff,	)	
	)	ACTION FOR
v.	)	DECLARATORY JUDGMENT
	)	
MANAL MOHAMMAD YOUSEF,	)	
	)	
_____ Defendant.	)	

**ANSWER TO AMENDED COUNTERCLAIM**

Sixteen Plus Corporation (“Plaintiff”) files this Answer to the Amended Counterclaim filed on April 6, 2017 (the “Amended Counterclaim”) by Manal Mohammad Yousef (“Defendant”) and states as follows:

1. To the extent a response is required to the allegations set forth in Paragraph 1 of the Amended Counterclaim, Plaintiff adopts its allegations in set forth in Paragraphs 1-16 of Plaintiff’s Complaint (the “Complaint”) as though set forth herein.

2. Plaintiff admits that the Court has jurisdiction over the allegations raised in this case by both parties, but otherwise denies the allegations set forth in Paragraph 2 of the Amended Counterclaim.

3. Plaintiff admits that venue is proper in the Division of St. Croix but otherwise denies the allegations set forth in Paragraph 3 of the Amended Counterclaim, as the mortgage is not valid.

4. Denied that the sham mortgage referred to in Paragraph 4 of the Amended Counterclaim is valid or enforceable, for the reasons set forth in Plaintiff’s Complaint.

5. Denied that any monies are owed in connection with the sham note and/or mortgage referred to in Paragraph 5 of the Amended Counterclaim.

6. Denied.

### **AFFIRMATIVE DEFENSES**

1. The sham note and mortgage referred to in the Amended Counterclaim are unenforceable because there was no consideration paid or otherwise given by Defendant in exchange for the sham note and/or mortgage.

2. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the doctrine of unclean hands.

3. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the doctrine of equitable estoppel.

4. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the doctrine of waiver.

5. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the equitable doctrine of laches.

6. Defendant is barred from the relief sought in the Amended Counterclaim by the applicable statute of limitations.

7. Defendant is barred from the relief sought in the Amended Counterclaim because the sham note and mortgage referred to in the Amended Counterclaim are unenforceable because the sham note and mortgage were procured as part of and in furtherance of a fraudulent criminal conspiracy in which Defendant was an active participant.

**RESERVATION OF RIGHTS**

Plaintiff intends to rely on all other applicable defenses as such defenses may become apparent during discovery in this Action and Plaintiff reserves the right to amend its answer to add affirmative defenses accordingly.

WHEREFORE Plaintiff respectfully requests that the Court (i) dismiss the Amended Counterclaim ***with prejudice***; (ii) award Plaintiff its fees and costs incurred in connection with its defense against the Amended Counterclaim; and (iii) grant to Plaintiff such other and further relief as is just and proper.

**PLAINTIFF DEMANDS TRIAL BY JURY**

Respectfully submitted,

**HAMMECKARD, LLP**



Dated: April 18, 2017

By: \_\_\_\_\_

Mark W. Eckard, Esquire (VI Bar No. 1051)  
5030 Anchor Way, Ste. 13  
Christiansted, VI 00824  
Phone: (340) 773-6955  
Facsimile (302) 543-2455  
Email: meckard@hammeckard.com

Counsel to Sixteen Plus Corporation

**CERTIFICATE OF SERVICE**

I certify that this document complies with the page limitation set forth in V.I.R.Civ.P. 6-1(e), and that on April 18, 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:

**James Hymes VI, Esq.**

Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

[jjm@hymeslawvi.com](mailto:jjm@hymeslawvi.com)

[rauna@hymeslawvi.com](mailto:rauna@hymeslawvi.com)

*Counsel for Manal Yousef*

  
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