

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

HISHAM HAMED, individually,)	
and derivatively for)	CIVIL NO. SX-16-CV-00065
SIXTEEN PLUS CORPORATION,)	<hr/>
)	
Plaintiffs/Counterclaim Defendant,)	ACTION FOR
)	DECLARATORY JUDGMENT
vs.)	CICO and FIDUCIARY DUTY
MANAL MOHAMMAD YOUSEF,)	
)	JURY TRIAL DEMANDED
Defendant/Counterclaim Plaintiff.)	
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MANAL MOHAMMAD YOUSEF,)	CIVIL NO. SX-17-CV-342
a/k/a MANAL MOHAMAD YOUSEF,)	<hr/>
)	ACTION FOR DEBT AND
Plaintiff,)	FORECLOSURE OF REAL
)	PROPERTY MORTGAGE
vs.)	
SIXTEEN PLUS CORPORATION,)	COUNTERCLAIM FOR
)	DAMAGES
Defendant.)	JURY TRIAL DEMANDED
<hr/>)	
SIXTEEN PLUS CORPORATION,)	
)	
Counterclaim Plaintiff,)	
)	
Vs.)	
)	
MANAL MOHAMMAD YOUSEF a/k/a)	
MANAL MOHAMAD YOUSEF and)	
FATHI YUSUF,)	
)	
Counterclaim Defendants.)	
<hr/>)	

**MANAL MOHAMMAD YOUSEF'S RESPONSE TO
THIRD INTERROGATORIES TO MANAL YOUSEF**

The Defendant/Counterclaim Plaintiff **MANAL MOHAMMAD YOUSEF**, through her undersigned attorney, James L. Hymes, III, hereby responds to the Third Interrogatories to Manal Yousef propounded by Sixteen Plus, as follows:

I. GENERAL OBJECTIONS

Defendant/Counterclaim Plaintiff **MANAL MOHAMMAD YOUSEF**, incorporates the following general objections into each and every interrogatory response as set forth below, and further, by submitting her responses to Interrogatories, does not waive 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:

1. This defendant/counterclaim plaintiff objects to that portion of plaintiff/counterclaim defendant's instructions and definitions to the extent that they impose any burden on this defendant not specifically provided for by the Virgin Islands Rules of Civil Procedure.

2. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that any full answer thereto would require this defendant/counterclaim plaintiff to divulge information, documents, or communications protected by the attorney-client privilege or the attorney work product doctrine, or to the extent that it seeks information or documents reflecting attorney/client communications, attorney work product, or the work product of non-attorneys prepared for, or under the direction of an attorney, or in anticipation of litigation or for trial preparation.

3. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that it seeks information or documents outside of this defendant's possession and custody, or in the control of a third-party over whom this defendant/counterclaim plaintiff has no power.

4. This defendant/counterclaim plaintiff objects to each interrogatory to the extent it is overly broad, unduly vague, or ambiguous.

5. This defendant/counterclaim plaintiff objects to each interrogatory to the extent it requires the production of information which would be burdensome, oppressive, or expense to produce.

6. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that it seeks information that is not, in any meaningful way, related to the parties' claims or defenses.

7. This defendant/counterclaim plaintiff objects to each interrogatory, or any portion thereof, that seeks information on matters of public record, or other information to which plaintiff/counterclaim defendant has equal access.

8. This defendant/counterclaim plaintiff objects to each interrogatory, or portion thereof, which requires a response that may contain or reflect subsequent remedial measures or reflect information protected by the privilege of self-critical evaluation.

9. This defendant/counterclaim plaintiff objects to each interrogatory to the extent it seeks information not calculated to lead to the discovery of relevant or admissible evidence.

10. This defendant/counterclaim plaintiff objects to any inadvertent disclosure of privileged information being deemed a waiver, or being used affirmatively against them for any reason or purpose.

11. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that it seeks information in excess of the numerical limitation including all discrete subparts.

II. INTERROGATORIES

Interrogatory 22:

For each of the Affirmative Defenses In your Answer and Counterclaim in this case (65) listed below, state the factual basis of and describe in detail all facts and documents which support the defense.

22-1. The Complaint fails to state a cause of action against the defendant upon which the Court may grant relief.

RESPONSE TO 22-1:

I object to answering this Interrogatory for the reason that it was prepared by my attorney and consists of his mental thoughts and impressions of which I have no knowledge and of which the parties have no right to inquire about. I further object to responding to this interrogatory to the extent it exceeds the permissible number of 25 interrogatories which may be asked of the opposing party including discrete subparts. Without waiving these objections the Complaint fails to state a cause of action against me to the extent it seeks to declare my Note and Mortgage invalid for the reason that they were duly executed by representatives authorized and appointed by the Corporation.

22-2. The Court lacks personal and subject matter jurisdiction over this defendant due to insufficiency of service of process.

RESPONSE TO 22-2:

I object to answering this interrogatory for the reason that it seeks a legal opinion which I am not qualified or obligated to respond to. Without waiving I am willing to waive this affirmative defense.

22-3. The Court lacks personal and subject matter jurisdiction to the extent the plaintiff is not a corporation in good standing.

RESPONSE TO 22-3:

This affirmative defense was pled so as to avoid waiver. An investigation into the legal status of the Corporation will necessarily have to be conducted during the course of discovery which has not yet been completed.

22-4. The plaintiff is not entitled to the relief which it requests because it is legally estopped from denying the validity of the Promissory Note and First Priority Mortgage (particularly WHY it is estopped.)

RESPONSE TO 22-4:

If the plaintiff did not sign the promissory note and first priority mortgage intending to be bound by the terms and conditions of it, it was committing a fraud for which is not entitled to be rewarded as a matter of law

22-5. The plaintiff is barred from recovery herein because it is equitably estopped from denying the validity of the First Priority Mortgage. (particularly WHY it is estopped.)

RESPONSE TO 22-5:

See Response to paragraph 22-4, above.

22-6. The plaintiff is barred from recovery herein for the reason that it authorized its secretary to swear under oath, subject to the penalties of perjury, that it was justly indebted to the defendant. (And if this occurred, all facts related thereto.)

RESPONSE TO 22-6:

The document speaks for itself.

22-7. The plaintiff is barred from recovery herein to the extent its actions are fraudulent, contrary to law, in furtherance of a criminal act, not brought in good faith for a valid purpose, and therefore not in the best interests of the corporation.

RESPONSE TO 22-7:

I object to answering this interrogatory on the grounds that it seeks a legal opinion. Without waiving this objection, see my Response to paragraph 22-4, above.

22-8. The plaintiff is barred from recovery herein by reason of the fact it has an irreconcilable conflict of interest since it agreed to warrant and defend the defendant's lien and the interest of the defendant against all claims and demands made against the First Priority Mortgage.

RESPONSE TO 22-8:

The Corporation, Sixteen Plus (16+), contends that the note and mortgage which it signed is not a legal valid instrument yet it signed a document by which it agreed to warrant and defend my interest in those documents.

22-9. The plaintiff is barred from recovery herein pursuant to the provisions of the doctrine of unclean hands.

RESPONSE TO 22-9:

The doctrine of unclean hands is a legal principle which I am told prohibits a corporation from benefiting from its own wrongdoing.

22-10. The plaintiff is barred from recovery herein due to the principles of laches.

RESPONSE: TO 22-10

I am told the doctrine of laches is a legal principal which prohibits a corporation from benefiting by sitting on its rights and delaying asserting them to the prejudice of other parties.

22- 11. The plaintiff is barred from recovery herein due to the principles of waiver.

RESPONSE TO 22-11:

I am told he doctrine of waiver is a legal principle which prohibits a litigant from benefiting from sitting on its rights. In this case the Sixteen Plus Corporation issued payments in accordance with the terms and conditions of note mortgage and now seeks to deny the validity of those legal documents.

Interrogatory 23:

Describe all facts and related documents with regard to whether or not Manal Yusuf was a Bona Fide holder of the Note and Mortgage, including but not limited to whether she or her family members knew of the skimming of funds to avoid payment of taxes in the Plaza Extra Partnership, whether she knew Jamil and Isam were laundering money with regard to that tax evasion, and whether she knew of the federal indictment of Fathi, Jamil and Isam -- and the plea deal for tax evasion by United.

RESPONSE TO 23:

See Response to 22-1, above, which makes me a bona fide holder of the Note and Mortgage. I have no knowledge of what any person did with respect to the operation of the Plaza Extra Partnership.

Interrogatory 24:

State all facts and related documents as to your knowledge of the US federal lien on the subject property


RESPONSE TO 22-4:

None.

VERIFICATION

I hereby certify under penalty of perjury that the facts contained in each of the foregoing responses to interrogatories are true and correct to the best of my knowledge, information and belief.

Dated: 9/15/2022



Manal Mohammad Yousef

_____)
_____) ss.
_____)

On this, the 9/15/2022 day of ~~2021~~ ²⁰²², before me, the undersigned officer, personally appeared Manal Mohammad Yousef, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public 
Exp. date: 12/31/2022

Respectfully Submitted,

DATED: September 20, 2022.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
***Counsel for Plaintiff/Counterclaim
Defendant Manal Mohammad Yousef
a/k/a Manal Mohamad Yousef***

By: */s/ James L. Hymes, III*

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CERTIFICATE OF SERVICE

I hereby certify that on this the 20th day of September, 2022, I caused an exact copy of the foregoing "***Manal Mohammad Yousef's Response to Third Interrogatories to Manal Yousef,***" to be served electronically by e-mail to the following counsel of record:

JOEL H. HOLT, ESQ.

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/s/ James L. Hymes, III

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SVB IDnr
680422760

Hoofdverzekerde / Insured under
611205790

Naam / Name
AKHRAS-MOHAMMAD, MANAL MONAMMED YOUSEF

Gaslacht / Gender
V

Geboortedatum / Date of birth
22-04-1968

Huisarts / General practitioner
DENNAOUI M.M.Y.

Geldig / Valid
25-03-2008 <> **25-03-2010**

Geregistreerd / Registered
St. Maarten



Kaartnummer / Card number
200804861

Handtekening
Verzekerde

Deze kaart is eigendom van de SVB.

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