

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

MANAL MOHAMMAD YOUSEF,
Plaintiff

v.

SIXTEEN PLUS CORPORATION,
Defendant.

and

SIXTEEN PLUS CORPORATION,
Counter-Plaintiff

v.

MANAL MOHAMMAD YOUSEF,
Counter-Defendant,

and

SIXTEEN PLUS CORPORATION,
Third-Party Plaintiff

v.

FATHI YUSUF,
Third-Party Defendant,

SIXTEEN PLUS CORPORATION,
Plaintiff,

v.

MANAL MOHAMMAD YOUSEF,
Defendant.,

and

MANAL MOHAMMAD YOUSEF,
Counter-Plaintiff.,

v.

SIXTEEN PLUS CORPORATION,
Counter-Defendant.

CIVIL NO. SX-2017-CV-00342

**ACTION FOR DEBT AND
FORECLOSURE**

**COUNTERCLAIM FOR
DAMAGES**

THIRD PARTY ACTION

JURY TRIAL DEMANDED

Consolidated With

CIVIL NO. SX-2016-CV-00065

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

COUNTERCLAIM

JURY TRIAL DEMANDED

**SIXTEEN PLUS CORPORATION'S
FIRST MOTION TO COMPEL TO MANAL YOUSEF:
FOR ADDRESS, AGENT'S INFORMATION, ACCOUNTING AND TAX INFORMATION**

COMES now, Sixteen Plus Corporation, through undersigned counsel, and moves the Court, pursuant to Rules 26, 33, 34 and 37 for an order requiring Manal Yusuf to produce discovery responses.

I. Introduction

Manal's responses to discovery consist largely of three positions (1) My brother Isam was my agent for everything, he handled everything for me, so I have no knowledge or documents whatsoever, (2) I am a simple housewife and have never had any significant funds and know nothing about the funding of the note and mortgage except what my father (who passed away in 1997) and brother Isam told me, and (3) my father and brother told me that my father had given me \$4.5 million and that I had lent it to Sixteen Plus. Thus, responses from her have been mostly "I don't have it, I don't know and ask Isam."

Sixteen Plus understands that it cannot compel what she says she does not know or have.¹ Thus, this motion is limited to five topics:

1. She has steadfastly refused to provide her address;
2. If Isam did everything for her as her agent (as she states) she has a duty to interview him, obtain documents from him, and to the extent that he has documents or information or is "in control" of it—so is she, and she must get the documents and information--and supply the results to Sixteen Plus;
3. She has refused to provide, or even approximate numbers with regard to assets, income, and expenditures—this is critical—she may not know exact amounts, but she can respond with ranges or approximations;
4. She has refused to provide tax returns for the relevant periods.
5. She has refused to describe the funding of her suit, and its direction by conspirators. Someone is providing the fees for her—and it is apparent to Hamed that it is one of the other co-conspirators in the COCO—Isam or Fathi.

¹ Oddly, however, Manal and Isam are able to pay for the *extensive* services of a top-level USVI lawyer, have matched the legal positions with Fathi Yusuf in the companion CICO conspiracy and have admitted in discovery that they have not paid taxes on over a million dollars they allege they received in cash, but have already spent.

II. Analyses of Each of The Five Types of Refusals to Respond

a. The simplest issue: Manal will not provide her address

Manal Yousef (“Manal”)² states in discovery (1) that her full name is Manal Mohammad Yousef, (2) she was born on April 22, 1968, (3) from January 1995 to June 2010, she resided in St. Maarten at Cole Bay, and (4) and although she refuses to give her actual address or a description of its location in discovery (see **Exhibit 1**, letter from Atty. Hymes to Atty. Hartmann dated November 7, 2022) from June 2010 to the present, she has “resided at Ramallah - West Bank, Palestine.” **Exhibit 2** (Manal’s responses to Interrogatories in 00065, at #1, dated 7/17/2017.)³ Moreover, (5) she “never worked [and has] (6) been a housewife her entire life.” **65 INTER#6**. Finally, (7) over the course of her lifetime she, personally, had not earned more than an aggregate of one million dollars in wages or investment income as of February 13, 1997. **Exhibit 3** (Manal’s responses to RFA, at #5, in 00065, dated 7/17/2017.)⁴

Exhibit 1 is a November 7, 2022, letter from Atty. Hymes to Atty. Hartmann regarding her refusal to produce many responses after the Rule 37 conference. As to this issue, Manal has refused, through counsel, to give her actual street address. (“You

² Sixteen Plus employs this party’s first name rather than “Yousef” because of the various spellings of Yusuf, Yousuf and Yousef among the four related defendants. Despite the various spellings, Mohammad Yusuf, who also goes by the last name Hamdan, is Fathi Yusuf’s brother. Isam Yousuf and Manal Yousef are Mohammad’s children. Thus, Fathi is their uncle. Defendant Jamil Yousuf is the brother of Manal, the son of Mohammad and the nephew of Fathi.

³ Her responses to these interrogatories in Exhibit 2 will be referred to hereafter in the form: **65 INTER#6**.

⁴ Her responses to these RFA in Exhibit 3 will be referred to hereafter in the form: **65 RFA#5**.

indicated to me that you required a description of the present address for my client so that you may serve her with process. I will not provide you with that address. If you need to serve her with process, it may be done through me.”) This was in response to Atty. Hartmann’s October 30, 2022 letter to Atty. Hymes listing the results of the Rule 37 conference where he stated “f. Interrog 6. Manal’s address. I was unclear as to your response. But I again stated that we wanted it produced.” First, Atty. Hymes’ incorrectly asserts that *effective* international process can be served through him if cross-border process-in-aid of discovery is deemed desirable, is incorrect under the applicable United States’ international treaty accord (the *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters*, more commonly called the *Hague Service Convention*). Second, and more to the point, one of the stated reasons for seeking the address in the Rule 37 conference was that Manal alleges she has received over \$1 million from Sixteen Plus in interest—in unaccounted, undocumented, and apparently untraceable cash from Sixteen Plus—which is strongly disputed by Sixteen Plus. As discussed below, she has been asked for a detailed list of her assets, their values, and her expenditures. She has refused, stating, in Exhibit 1, that “[f]inally, you have demanded information as to how the \$1,080,000 of interest which your client denied paying was spent by Manal. She and her husband purchased a supermarket from Isam with the first payment of interest and spent the second payment supporting the operation of the supermarket and for their own personal use. They purchased a car and a van with a portion of the money. Between 1999 and 2003, a second store was opened and supported with the third payment of interest. Any remaining cash was received and used as needed for personal consumption.” Thus, it is difficult to investigate all of

these supposed assets purchased with Sixteen Plus funds if she refuses to provide a starting point for such an investigation—her home address.

b. Isam was her Agent, his Knowledge and Documents are in her Control

Both the applicable rules and case law as to what information is “in the control” of a party are set forth in *Hisham Hamed’s Second Motion to Compel: As to Bank Account Documents in The Control of Isam Yousuf*, dated November 23, 2022, as the same was filed in the companion case, *Hisham Hamed v. Fathi Yusuf, et al.*, SX-2016-CV-00650. Sixteen Plus incorporates that position here. Sixteen Plus hopes that Manal will not contest the similarly black letter law that information and documents in the hands of an agent are in the control of the principal. *See, e.g., In re Glob. Power Equip. Grp. Inc.*, 418 B.R. 833, 836 (Bankr. D. Del. 2009)

The question before the Court, therefore, is whether discovery in this contested matter may be taken under the Federal Rules of Civil Procedure, or whether it must be taken by the more laborious provisions of the Hague Evidence Convention. The Court concludes first that the *documents and witnesses in the possession of the claimant’s French affiliate and agent are within the “control” of the claimant*. Second, applying the “comity analysis” articulated by the United States Supreme Court, the Court concludes that discovery in this contested matter should and shall be conducted under the Federal Rules and not under the Hague Evidence Convention. (Emphasis added.)

See also, Avery Dennison Corp. v. UCB Films PLC, Case No. 95 C 6351, 1998 U.S. Dist.

LEXIS 8495, at *5-6 (N.D. Ill. May 27, 1998):

Control is customarily defined as having “the legal right to obtain the documents requested upon demand.” *Henderson v. Zurn Indus., Inc.*, 131 F.R.D. 560, 567 (S.D. Ind. 1990)(quoting *Searock v. Stripling*, 736 F.2d 650, 653 (11th Cir. 1984); *see In re Folding Carton Antitrust Litig.*, 76 F.R.D. 420, 423 (N.D. Ill. 1977)(it is “well-settled that a party need not have actual possession of documents to be deemed in control of them,” rather the “test is whether the party has a legal right . . . to obtain them.”).

An attorney is an agent of a principal, and documents held by an agent/attorney are within the control of the client/principal. **3** *Estate of*

Cammon, 1989 U.S. Dist. LEXIS 13384, at *12-13, No. 88 C 5549 (N.D. Ill. Nov. 7, 1989)(discussing basic principle of agency law: an attorney is a client's agent, and documents in an attorney's files are within the client's control), *aff'd*, 929 F.2d 1220 (7th Cir. 1991).

and *Firstcom, Inc. v. Qwest Corp.*, Civil Action No. 04-0995(ADM/JJG), 2006 U.S. Dist. LEXIS 107079, at *10-11 (D. Minn. Feb. 16, 2006):

Firstcom has an obligation to provide full and complete responses to Qwest's interrogatories without leaving it to Qwest to ferret through hundreds of pages of deposition transcripts and discovery documents in an effort to weave together Firstcom's responses and contentions regarding Qwest's interrogatories. Only full written response, to interrogatories 2-5, 7-18 and 20 comport with the requirements of the Federal Rules. Firstcom is obligated to comply with the Rules and answer each of these interrogatories separately and fully, unless an objection is raised, *and must include in its responses all information within its control or known by its agents*. Fed. R. Civ. P. 33(b). (Emphasis added.)

Manal has stated that she does not have any documents evidencing the source of any funds used by her to loan money to Sixteen Plus Corporation as consideration for the execution of the Promissory Note. **Exhibit 4**. (Manal's responses to RFPD, at #1, in 00065, dated 7/14/2017.)⁵ The facts alleged by Sixteen Plus are set forth in the second motion to compel--as to Isam' bank records, dated November 23, 2022 Those facts are incorporated here. The essence of the contentions can be seen at pp. 6-7:

[Sixteen Plus] will seek to argue that the central factual issue in this series of cases is starkly black and white: Whose funds were really provided to Sixteen Plus? Did Manal Yousef's father deposit \$4.5 million into Isam Yousuf's BFC accounts over a seven-year period as he alleges, **or** was the money in those accounts simply skimmed funds put there by Wally and Fathi over a very short period from April 1996, onwards? In other words, were Manal's funds loaned to Sixteen Plus to buy the subject land, or were only Hamed's and Yusuf's funds being deposited and transferred to Sixteen Plus to buy the land? If these were not Manal's funds, there was "fraud, coercion *or other nefarious inducement into the [mortgage] contract.*" *Celestin v. LLP Mortg., Ltd.*, No. 2007-014, 2007 VI Supreme LEXIS 6, at

⁵ Her responses to these RFPD in Exhibit 4 will be referred to hereafter in the form: 65 RFPD#1.

*5 (Nov. 9, 2007)(*citing* Restatement (Third) of Property (Mortgages) §§ 1.1 and 12.) The V.I. Supreme Court having adopted it, Hamed will contend that *Restatement 3d of Property: Mortgages*, § 1.2, is clear—that where sham notes and the associated mortgages arise without any real value having been provided by the putative loaning party (i.e., undertaken without actual funding for some other purpose than a real loan) they are, obviously, unenforceable. See, e.g., *Comments & Illustrations, comment c*:

c. Failure of consideration distinguished. It is important to distinguish an absence of consideration from "failure of consideration." While the courts are not always consistent in terminology, the latter phrase is often used to describe cases in which the mortgagor executes a note or contract, secured by a mortgage, but does not receive some or all the value for which she or he bargained. This is simply a material breach of contract, partially or wholly discharging the mortgagor's duty of performance under the note or contract. The mortgage will be unenforceable to the same extent.

and, Illustration 4, which is remarkably similar to the facts here:

4. A and B are partners in a partnership to develop land. They acquire title to the land, transfer it to a trust, and cause the trustee to execute a note and mortgage to A and B as mortgagees for no consideration. **The sole purpose of the mortgage** is to establish a lien priority superior to the claims of possible future creditors or mechanics lienors, and there is no intention that any payments be made on the note. Subsequently the partnership is dissolved and A seeks to foreclose his interest in the mortgage. Because the mortgage was created to insulate the partnership's assets from its creditors, and not with the intention of making a gift, it is unenforceable and no foreclosure should be ordered. (Emphasis added.)

At trial, [Sixteen Plus] will seek to prove that the two \$2 million tranches of funds transmitted by Isam Yousuf to Sixteen Plus were solely monies belonging to the Hamed and Yusuf families: "The sole purpose of the mortgage [from Manal was] to. . ." change the *apparent* owner of the funds and to "establish a lien priority superior to the claims of possible future creditors." *Id.* But Isam Yousuf will counter that this was a real loan—that these were separate, unrelated funds coincidentally in his same 1995 Isam BFC accounts—funds his father (Mohammad) had deposited into Isam's accounts slowly, in smaller deposits over a long period—as a gift to Manal Yousef. These are two radically different stories. The truth would have been instantly discernable and already apparent *if these bank statements had been produced by Isam.*

But in discovery, most of Manal's answers are that Isam was her agent for dealing with her father's gifts, for dealing with Sixteen Plus, for dealing with the transfers, in effect, for dealing with everything. But Isam is not a party here—she is. He is her agent in a transaction in which she claims to have spent \$4.5 million—and where she is seeking land that has been valued by Fathi Yusuf at \$30 million. Manal Yousef takes the position that she has the note, mortgage and corporate documents authorizing the note and mortgage—and apparently, she and her counsel believe that this is sufficient. But this is discovery. In discovery she has a burden to obtain all documents and other information within her control—which means she must obtain the information and documents in the possession of her agent.

1. She states she does not have any documents evidencing the source of any funds used by her to loan any money to Sixteen Plus Corporation as consideration for the execution of the Promissory Note. **65 RFPD #1**. But Isam certainly does. He “controls” all of the bank and other records of his accounts from 1996-2003. She has a duty to ascertain this information and obtain the documents, and to so certify.
2. She has refused to “list all financial accounts you have, that are fully or partially in her name or as to which she is a beneficiary from January 1, 1995 through December 31, 2000. **65 INTER #9**. She and Isam both state she was a beneficiary of Isam's BFC accounts (or other of his accounts into which their father gifted the \$4.5 million over seven years.) She has a duty to ascertain this information and obtain the documents, and to so certify.
3. She does not have any documents showing the transfer of any funds from her to Sixteen Plus corporation as consideration for the execution of the Promissory Note.

65 RFPD#2. Isam does, so she has a duty to ascertain this information and obtain the documents, and to so certify.

4. She does not have any documents evidencing her ownership of any funds loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note.

65 RFPD #3. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

5. She does not have any documents evidencing her control over any funds loaned to Sixteen Plus corporation as consideration for the execution of the Promissory Note.

65 RFPD #4. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

6. She does not have any documents evidencing the consideration she provided in exchange for the Promissory Note regarding the property known as Diamond Keturah as stated in her Counterclaim paragraph 4 in the Civil 65, to wit: "On September 15, 1997, for good and valuable consideration, had executed a Promissory Note secured by a First Priority Mortgage" **65 RFPD #5.** If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

7. She does not have any documents evidencing or discussing any agreement between herself or any of her agents, and Sixteen Plus Corporation to loan it the funds leading up to the execution of the Promissory Note—except the note and mortgage themselves. **65 RFPD #6.** If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

8. She does not have any documents showing the negotiations for the amount of interest to be paid the Defendant by Sixteen Plus Corporation leading up to the execution of

- the Promissory Note. **65 RFPD #7**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.
9. She has no documents or written communications with any lawyer regarding the preparation of the Promissory Note. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.
10. She does not have any closing documents for loan transaction involving the Promissory Note. **65 RFPD #8**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.
11. She has absolutely no financial documents reflecting that she had or transferred any funds to obtain the note. **If Isam does**, she has a duty to ascertain this information and obtain the documents, and to so certify.
12. She does not have any monthly account statements for any checking, savings, investment, or brokerage account titled to her in her name from 1990 through 1997. **65 RFPD #9**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.
13. She has no documents reflecting any payments received by Defendant from Sixteen Plus Corporation regarding the Promissory Note. **65 RFPD #10**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.
14. She has no documents showing any deposit into any bank or brokerage account of any payments received by her from Sixteen Plus Corporation regarding the Promissory Note. **65 RFPD #12**. And more specifically, she says that while in 1998, the \$360,000 interest payment was made by Waleed Hamed in cash, she does not know the form of the payment of \$360,000.00 in 1999, or in 2000. **65 INTER #11**. If

Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

15. Nor has she made a calculation of the accrued interest due through July 1, 2017, or the daily accrual of interest after July 1, 2017. **65 INTER #11**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

16. Nor has she had any written communications with Sixteen Plus or any of the individuals involved—she did not communicate:

17. with any person affiliated with or representing Sixteen Plus since 1996. **65 RFPD #18**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

18. with her brother Isam Yousef since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with her loan to Sixteen Plus. **65 RFPD #16**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

19. with her uncle Fathi Yusuf since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with her loan to Sixteen Plus. **65 RFPD #14**. If Isam does, she has a duty to ascertain this information and obtain the documents, and to so certify.

20. She did not personally negotiate for, receive, manage, control, move, oversee, or otherwise interact with the funds at issue here, as follows:

21. She did not negotiate anything to do with the deal or the note: “All of the terms and conditions of the promissory note and accompanying mortgage were negotiated on my behalf by my father and my brother Isam. **65 INTER #8**. If Isam has such

information, she has a duty to ascertain this information and obtain the documents, and to so certify.

22. When asked to describe the source of “all funds in your name or under your control that you used as consideration for the loan evidenced by the Promissory Note,” she stated that “During the course of my lifetime I was given money by my father for my benefit for investment purposes. These funds were managed for me by my brother, Isam.” **65 INTER #3**. If Isam has such information, she has a duty to ascertain this information and obtain the documents, and to so certify.

23. She did not transfer funds used as consideration for the loan evidenced by the Promissory Note—Isam did. **65 INTER #4**. If Isam has such information, she has a duty to ascertain this information and obtain the documents, and to so certify.

24. She could not identify the bank or brokerage account she used to transfer the funds for the loan evidenced by the Promissory Note—because Isam did it. **65 INTER #5**. If Isam has such information, she has a duty to ascertain this information and obtain the documents, and to so certify.

25. **Nor can she explain exactly how Isam kept her funds. At times she refers to a “fund” in which he kept her money. At other times she does not seem to know, and at other it seems the funds are merged into his or Island Appliances accounts.** If Isam has such information, she has a duty to ascertain this information and obtain the documents, and to so certify.

26. She states: “Assets given to Manal Yousef by her father were maintained in a fund managed by Manal's brother [Isam].” **65 RFA #6**. There is no evidence of such a fund, and, as set forth in the Motion to Compel as to Isam in 650 he is equally all

over the map—though it appears his view is now that all the funds were in the BFC Island Appliance account from which the funds were transferred to Sixteen Plus, put there over seven years by his father, Mohammad Yusuf (aka Mohammad Hamdan). If Isam has such information, she has a duty to ascertain this information and obtain the documents, and to so certify.

Therefore, Manal must inquire, collect documents, and provide the results to Sixteen Plus and state that she has done so.

c. Manal must provide information on her assets and accounts

In Atty. Hartmann's letter to Atty. Hymes containing the Rule 37

Conference results, the following is stated:

u. Interrog 20. She must, as discussed above, provide as much information and transaction timing, amounts, uses, etc. for both funds given to her in cash by Isam, and for amounts spent (including assets) for outgoing funds. Again, "perfect recollection or documentary proof is not [necessary]" she can supply best recollections, Letter Page | 6 approximations, routine activities (i.e., how Isam got funds to her and in what general amounts) and where and how she spent it in general amounts.) I note these must both add up to approximation for \$1,080,000 (3 x \$360k). Your response was unclear. At one point I thought we had reached an understanding that this was proper discovery and there would be a response. But that was unclear as we went on. I thought you said you would inquire and get back, but again—it became a bit garbled. In any case, we will expect substantial amendments on this from both Manal and Isam. The best they can do with transactions in and out adding up to \$1,08 million.

As can be seen in his responsive letter, Exhibit 1, Atty. Hymes refuses any specific information whatsoever. He just lists a business venture, car, and a van. It would be impossible to try to contest her assertion that she received over a million in totally undocumented cash in interest and spent it all without a single record or any specific inflow or outflow information—even if approximated. Atty. Hymes said:

Finally, you have demanded information as to how the \$1,080,000 of interest which your client denied paying was spent by Manal. She and her husband purchased a supermarket from Isam with the first payment of interest, and spent the second payment supporting the operation of the supermarket and for their own personal use. They purchased a car and a van with a portion of the money. Between 1999 and 2003, a second store was opened and supported with the third payment of interest. Any remaining cash was received and used as needed for personal consumption.

Access to the financial records of Island Appliances and my clients will not be granted.

Nor has she provided a single banking or other financial account record from that time *or for the present*. She states she does not have any—but that is incredible. Again, not even approximations are provided. This is a person making a \$30 million claim.

d. Refusal to provide relevant tax returns

In his letter, Exhibit 1, Atty. Hymes also refuses Manal's tax returns for the period when she allegedly received a million dollars in unaccounted, untraceable cash—and the most peculiar thing about the assertion is that the basis for refusal seems to be that Manal did not report the million for tax purposes in the USVI or in her home taxing jurisdiction:

My client has indicated that she has not paid taxes on any interest payments paid to her by your clients. Therefore, I see no need for you to obtain copies of her tax returns for the years 1990 - 2000.

Moreover, she does not intend to report or pay those taxes in her home taxing jurisdiction unless she wins here. In her discovery responses (interrogatory 19(c)), she states:

C. All taxes paid to the **governments of your residence and citizenship** for the three payments of \$360,000 from the Virgin Islands Corporation, Sixteen Plus.

RESPONSE: As a non-US Resident, and non-US Citizen, I did not think I have to pay taxes. If I do, I do not mind paying them when the case is over.

This is despite the fact that Atty. Hymes stated the following, that Manal did have income of over \$1 million, in Exhibit 1:

Isam managed money for Manal in two ways. First, he gave her cash as she needed it from the interest payments paid to her by your clients. Second, he assisted with the agreement for her to lend \$4.5 Million to Sixteen Plus by agreeing on her behalf to do so, and by transferring money given to her for her benefit by her father to Sixteen Plus in accordance with the terms and conditions of the Note and First Priority Mortgage executed by Sixteen Plus. **There was no account specifically titled in her name, or for her benefit. Her father deposited \$2 Million into the Island Appliances account, and Isam transferred it to Sixteen Plus as part of the \$4.5 million loan.**

Sixteen Plus should be provided with the returns for those years.

III. A final Issue: Present Funding

Although Manal and her counsel take the position that neither her past nor her present bank accounts or records exist, and that any transactions with her counsel are privileged, Sixteen Plus must, as a conspiracy is alleged, be allowed get to the bottom of the intertwined questions of (1) are other of the alleged co-conspirators directing her representation—(2) who is funding her expensive, top-level USVI counsel if she states in discovery that she doesn't even have any bank account and is just a simple housewife. Participation in a conspiracy may be shown by payment and/or direction of a co-conspirator's attorney as part of the conspiracy. See, e.g., *Curry v. United States*, Civil Action No. 11-5800 (FSH), 2015 U.S. Dist. LEXIS 20461, at *63 (D.N.J. Feb. 20, 2015) (“the usefulness of this testimony is demonstrably undermined by the wiretap interceptions in which Curry explicitly directed a co-conspirator to pay for Webb's legal representation.”); see also *Loughman v. Consol-Pennsylvania Coal Co.*, 6 F.3d 88 (3d Cir. 1993) (holding all furtherance of the conspiracy.)

Manal is accused of being *in pari delicto* in here, and (by the proposed amendment) of being part of a present conspiracy to do the criminal acts of a USVI CICO in the 650 action. It is alleged she acts with Isam and Fathi to do so. Sixteen Plus has the right to be able to examine the interconnections between the other conspirators, the funds involved in the conspiracy and Manal's positions and funding here.

If she will not agree to provide this information to Sixteen Plus, then an alternative method must be compelled—(1) a special master or (2) in camera review of (a) counsel's billing and receipts of funds, (b) communication directing the litigation to counsel—if it comes from other of the alleged co-conspirators, and (3) client communications with counsel that would reveal her present and ongoing participation in the predicate criminal acts.

IV. Conclusion

This is discovery in a \$30 million case. Sixteen Plus is entitled to basic address, tax, accounting, and other information in a claim of this size. It understands she has a note and mortgage, and that is powerful. But the allegations here are that the note and mortgage were shams and that she was merely part of a scheme to launder skimmed funds which is EXTREMELY well documented—and she provided absolutely no consideration from her own funds whatsoever for that note. Her position on that shows no documents, no proof and nothing to suggest the existence of \$4.5 million gift other than her and Isam's unsupported statements.

A proposed Order is attached as **Exhibit 5**.

Counsel for Sixteen Plus Corporation

Dated: January 3, 2023

/s/Carl J. Hartmann III

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CERTIFICATE OF SERVICE

I hereby certify that, discounting captions, headings, signatures, quotations from authority and recitation of the opposing party's own text, this document complies the page and word limitations set forth in Rule 6-1(e) and that on **January 3, 2023**, I served a copy of the foregoing by email and the Court's E-File system, as agreed by the parties, to:

James Hymes III, Esq.

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Courtesy Copy to Kevin Rames, Esq.

/s/Carl J. Hartmann III

EXHIBIT 1

Hymes Letter of
November 7, 2022

LAW OFFICES
OF
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REPLY TO:
 ST. THOMAS OFFICE

REPLY TO:
 CHRISTIANSTED OFFICE

November 7, 2022

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT

Carl J. Hartmann, III, Esq.
carl@carlhartmann.com
carl@hartmann.attorney

Re: **Sixteen Plus v. Manal Yousuf**
SCVI/STX Civil No. SX-16-CV-65
MMY v. Sixteen Plus
SCVI/STX Civil No. SX-17-CV-342

Dear Attorney Hartmann:

This letter will respond to your letter to me of October 20, 2022, which sets forth your understanding of our discussion, and those items which you believe are deliverable.

With respect to paragraph (2) of the August 1, 2017 letter to me from Joel Holt, I have been reminded by Jamil Yousuf that I requested that he establish a telephone conference call with Manal at the time I was retained to allow her to confirm my retention, and to avoid any question of same if it was only done by Jamil through his power of attorney.

I have agreed to obtain copies of all pages of the passports requested to be produced with the understanding that a request will be made to the Superior Court for them to be filed with the Court under seal, to avoid them being made a matter of public record.

You indicated to me that you required a description of the present address for my client so that you may serve her with process. I will not provide you with that address. If you need to serve her with process, it may be done through me.

CHRISTIANSTED OFFICE:
1138 KING STREET (THE PENTHENY BUILDING), CHRISTIANSTED, ST. CROIX, U.S. VIRGIN ISLANDS 00820-4943
E-MAIL: rauna@hymeslawvi.com
TELEPHONE: (340) 773-1700

My client has indicated that she has not paid taxes on any interest payments paid to her by your clients. Therefore, I see no need for you to obtain copies of her tax returns for the years 1990 - 2000.

I will acknowledge your statement to me that you confused the name of the BFC Island Appliance with Island Appliances. In my opinion the answers to your discovery correctly responded to the question and gave information as if the question properly assumed the name of the company was Island Appliances. If you do not agree with this and wish to send a separate document with the correct name, please feel free to do so.

Points Raised in Isam's Responses:

Isam managed money for Manal in two ways. First, he gave her cash as she needed it from the interest payments paid to her by your clients. Second, he assisted with the agreement for her to lend \$4.5 Million to Sixteen Plus by agreeing on her behalf to do so, and by transferring money given to her for her benefit by her father to Sixteen Plus in accordance with the terms and conditions of the Note and First Priority Mortgage executed by Sixteen Plus. There was no account specifically titled in her name, or for her benefit. Her father deposited \$2 Million into the Island Appliances account, and Isam transferred it to Sixteen Plus as part of the \$4.5 million loan.

Isam has fully described and provided the addresses at which he has resided on the island of St. Maarten. No further supplementation will be forthcoming as such is unnecessary.

A description of the rate of pay of Isam, and his percentage of stock ownership in Island Appliances will not be provided as this information is totally irrelevant to any litigation.

You have asked for a description of all foreign bank accounts in his name during the period 1995 2000. Once again, this is irrelevant to any issue related to this case and will not be provided.

Interrogatory 9(b) asked how you and/or Island Appliances obtained the \$2 Million to transfer to Sixteen Plus on or about February 19, 1997. My clients have repeatedly explained to you that these funds came from Manal's father. No further explanation is required.

Document Request No. 1 asked for copies of all monthly account statements for any checking, savings, investment, brokerage account titled to you in your name from 1990 through 1997. The response was none. This response cannot change since there are no documents in his possession, custody, or control.

You have requested factual answers to Interrogatory No. 22, and its subsections E, F and G. Information will not be provided because the funds for the loan to Sixteen Plus did not come from Island Appliances, but rather from Manal's father.

I have been advised that what you thought was a bank card is in fact an insurance card, and therefore there will be no further supplementation to Document Request No. 9.

Finally, you have demanded information as to how the \$1,080,000 of interest which your client denied paying was spent by Manal. She and her husband purchased a supermarket from Isam with the first payment of interest, and spent the second payment supporting the operation of the supermarket and for their own personal use. They purchased a car and a van with a portion of the money. Between 1999 and 2003, a second store was opened and supported with the third payment of interest. Any remaining cash was received and used as needed for personal consumption.

Access to the financial records of Island Appliances and my clients will not be granted. Your clients have denied making any payments of interest. Therefore, they have no reason to look in bank accounts for those funds. If your clients used the money which they skimmed from Plaza Extra to fund the Note and Mortgage, they should have the documents by which those funds were deposited in a bank in St. Maarten for transfer back to them in the Virgin Islands. Indeed, those documents should have been produced as part of your rule 26 initial disclosures, but, unless I am mistaken, I have not seen them to date.

Respectfully submitted



James L. Hymes, III

JLH:rs

cc: Joel H. Holt, Esq.
holtvi@aol.com

EXHIBIT 2
Manal's
Interrogatory
Responses

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

SIXTEEN PLUS CORPORATION,
Plaintiff/Counterclaim Defendant,

vs.

MANAL MOHAMMAD YOUSEF,
Defendant/Counterclaim Plaintiff.

CIVIL NO. SX-16-CV-65

ACTION FOR
DECLARATORY JUDGMENT

JURY TRIAL DEMANDED



**MANAL MOHAMMAD YOUSEF'S RESPONSE TO
PLAINTIFF/COUNTERCLAIM DEFENDANT SIXTEEN PLUS'
FIRST SET OF INTERROGATORIES TO
DEFENDANT/COUNTERCLAIM PLAINTIFF MANAL MOHAMMAD YOUSEF**

The Defendant/Counterclaim Plaintiff **MANAL MOHAMMAD YOUSEF**, through her undersigned attorney, James L. Hymes, III, hereby responds to Plaintiff/Counterclaim Defendant Sixteen Plus' First Set of Interrogatories 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 1:

Please state your full name, date of birth and all addresses where you have resided since January of 1995.

Response:

My full name is Manal Mohammad Yousef. I was born on April 22, 1968.

From January 1995 to June 2010, I resided in St. Maarten at Cole Bay.

From June 2010 to the present, I have resided at Ramallah - West Bank

- Palestine.

Interrogatory 2:

Please state the full name and address of each person with whom you discussed any aspect the loan transaction for the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it prior to the loan being finalized, and for each such person please state:

- a) The approximate dates of each such discussion;
- b) Whether the discussion was in person or not
- c) The specifics, and if specifics are not recalled, the general nature or gist of all such discussions

Response:

I had discussions with my father and my brother Isam at or about the time I loaned the money to Sixteen Plus Corporation. These discussions took place in person and occurred sometime shortly before February 16, 1997. The gist of the discussions were that I would loan approximately Four Million Five Hundred Thousand Dollars (\$4,500,000) to the Sixteen Plus Corporation from money which had been given to me by my father for investment purposes, and that the corporation would execute a promissory note and mortgage to secure the repayment of the loan proceeds to me, plus interest.

Interrogatory 3:

Please describe the source of all funds in your name or under your control that you used as consideration for the loan evidenced by the Promissory Note attached hereto as Exhibit 1 and please state how you were able to amass such a large sum of money by age 29.

Response:

During the course of my lifetime I was given money by my father for my benefit for investment purposes. These funds were managed for me by my brother, Isam.

Interrogatory 4:

Please state the name and address of each person to whom you transferred the funds used as consideration for the loan evidenced by the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it.

Response:

The money which I loaned to Sixteen Plus Corporation was transferred on my behalf by my brother Isam, who had control and management authority of my money which had been given to me by my father for my benefit and for investment purposes.

Interrogatory 5:

Please identify the bank or brokerage account used by you to transfer the funds for the loan evidenced by the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it.

Response:

The money was transferred from an account managed by my brother **Isam.**

Interrogatory 6:

Please state the name and address of each place you have worked between 1986 and 1996 and for each such place, please state:

- a) Your job title or position
- b) Your rate of pay
- c) The time you started and the time you left each such job

Response:

I have never worked. I have been a housewife my entire life.

Interrogatory 7:

Please state the full name and address of each person with whom you discussed any aspect of the loan transaction for the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it since the loan was made and for each such person please state:

- a) The approximate dates of each such discussion;
- b) Whether the discussion was in person or not
- c) The specifics, and if specifics are not recalled, the general nature or gist of all such discussions

Response:

See Response to Interrogatory 2, above.

Interrogatory 8:

Describe in detail how the loan between you and Sixteen Plus evidenced by the Promissory Note attached as Exhibit 1 and accompanying Mortgage were negotiated and subsequently agreed to, including the identification of the name and address of all lawyers, third parties and financial institutions involved in this transaction.

Response:

All of the terms and conditions of the promissory note and accompanying mortgage were negotiated on my behalf by my father and my brother Isam.

Interrogatory 9:

Please list all financial accounts you have, that are fully or partially in your name or as to which you are a beneficiary from January 1, 1995 through December 31, 2000, including but not be limited to all: bank accounts, stock brokerage accounts, negotiable instrument accounts, retirement accounts, trading or options accounts, and funds transfer accounts, For each identify the name and address of the institution, the title holder(s), the beneficiaries or trust beneficiaries as well as the last four digits of the account number(s).

Response:

I object to providing any identifying bank or financial institution account numbers on the grounds they need to be kept out of the public domain for safety reasons. Without waiving this objection, the money which was given to me by my father was managed for me by my brother in an account over which he had management control.

Interrogatory 10:

Did you retain Kye Walker to represent you in this case? If so, please state:

- a) The date you retained her services;
- b) The form of communication you used to communicate with her;
- c) The date and nature of any communications you have ever had with the law firm of Dudley, Topper and Feuezeig,

Response:

Attorney Kye Walker was retained on my behalf by my nephew Jamil Yousuf on or about May 10, 2016, pursuant to a general power of attorney given to him by me. In March 2017, I spoke on the telephone with Attorney Walker. I have never had any communications with the law firm of Dudley, Topper and Feuerzeig.

Interrogatory 11:

Regarding the amount due under the Promissory Note attached as Exhibit 1, please state:

- a) The date and amount of all payments, if any, made to you;
- b) Your calculation of the remaining principle due on the Note;
- c) Your calculation of accrued interest due through July 1 ,2017;
- d) Your calculation of the daily accrual of interest after July 1, 2017.

Response:

In the years 1998, 1999, and 2000, payments were made to me by the Sixteen Plus Corporation in the amount of \$360,000.00 in each of those years. In 1998, the payment was made by Waleed Hamed in cash. I do not know the form of the payment of \$360,000.00 in 1999, or in 2000. I have not made a calculation of the accrued interest due through July 1, 2017, or the daily accrual of interest after July 1, 2017. These are simple mathematical calculations that an economist, bookkeeper, or CPA can make based on the terms and conditions of the note given to me by the Sixteen Plus Corporation. At such time as these calculations are made, this response will be supplemented.

Interrogatory 12:

Regarding the Power of Attorney ("POA") attached hereto as Exhibit 2, please state:

- a) Who prepared this POA;
- b) Who presented it to you for signature;
- c) Where were you when you signed it;
- d) The name and address of each person with whom you discussed this POA before signing it;
- e) What were the specifics, and if the specifics are not recalled, the general nature or gist of any conversations you had with any person before you signed it.

Response:

The Power of Attorney attached to the Interrogatories as Exhibit 2 was prepared by the Sixteen Plus Corporation, or by someone on its behalf and at its direction. It was given to me for signature by my brother Isam at the office of the notary public in St. Maarten. I discussed the Power of Attorney with my brother at that time and place. At the time I was asked to sign this Power of Attorney, the Sixteen Plus Corporation had a buyer for the Diamond Keturah property, and it was believed that this Power of Attorney might facilitate the sale and permit me as result to get my money repaid.

Interrogatory 13:

Regarding any oral communications you have had with Fathi Yusuf from 1996 to present that you can recall regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

Response:

In early 1996 or 1997, discussions took place in my home at Cole Bay in St. Maarten between me, my father, my brother, Fathi Yusuf, and Waleed Hamed concerning my loaning the Sixteen Plus Corporation money for it to use to purchase property in St. Croix, U.S. Virgin Islands. The essence of the discussions were that it would be beneficial both to me and to the corporation. My loan would be repaid with interest, and the corporation would be able to buy a valuable piece of property in St. Croix.

Interrogatory 14:

Regarding any oral communications you have had with your brother Isam Yousef from 1996 to present that you can recall regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

Response:

From 1996 to the present, I have had no discussions with my brother regarding the United Corporation. I have had many conversations with him about the loan I made to the Sixteen Plus Corporation. Most of our conversations have taken place on the telephone. In the beginning most of our conversations were regarding how I would benefit from this loan. Later on they concerned why the corporation was not paying interest due on the loan, or why it was not making payment of principal. In more recent times our conversations have involved collection of the debt.

Interrogatory 15:

Regarding any oral communications you have had with Jamil Yousef from 2009 to present that you can recall regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

Response:

From 2009 to the present, I have not had any conversations with Jamil regarding the United Corporation. In July, 2012, I met him in Jordan. At that time I gave him a General Power of Attorney to be in charge of the loan which I made to the Sixteen Plus Corporation. Since that time we have spoken on the telephone many times regarding the fact that payments of interest and principal have not been made by the corporation on the loan, and what can and should be done to collect payment.

Interrogatory 16:

Regarding the Promissory Note attached as Exhibit 1, have you ever made a demand for payment? If so, please state when such demand was made. If not, please state why not.

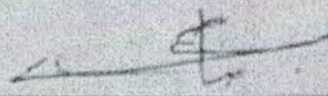
Response:

My brother Isam made many personal requests on my behalf to the corporation for payment of interest and principal on the promissory note. At no time was the validity of the loan or the note denied. Excuses for nonpayment were only that the corporation had financial difficulties. More recently my nephew Jamil arranged for a letter to be sent by a lawyer in St. Maarten asking for payment.

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: _____



Manal Mohammad Yousef

)
) ss.
)

On this, the _____ day of 2017, 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

SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF

SCVI/STX Civil No. SX-16-CV-65


MANAL MOHAMMAD YOUSEF'S RESPONSE TO PLAINTIFF/COUNTERCLAIM DEFENDANT SIXTEEN PLUS' FIRST SET OF INTERROGATORIES

Respectfully Submitted,

DATED: July 17, 2017.

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

By:


JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

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

HISHAM HAMED, individually,)
and derivatively for)
SIXTEEN PLUS CORPORATION,)
)
Plaintiffs/Counterclaim Defendant,)
)
vs.)
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,)
)
vs.)
SIXTEEN PLUS CORPORATION,)
)
Defendant.)

CIVIL NO. SX-17-CV-342

ACTION FOR DEBT AND
FORECLOSURE OF REAL
PROPERTY MORTGAGE

COUNTERCLAIM FOR
DAMAGES

JURY TRIAL DEMANDED

SIXTEEN PLUS CORPORATION,)
)
Counterclaim Plaintiff,)
)
Vs.)
)
MANAL MOHAMMAD YOUSEF a/k/a)
MANAL MOHAMAD YOUSEF and)
FATHI YUSUF,)
)
Counterclaim Defendants.)

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

The Defendant/Counterclaim Plaintiff **MANAL MOHAMMAD YOUSEF**, through her undersigned attorney, James L. Hymes, III, hereby responds to the Second 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 17:

In Interrogatory #9 in the First Interrogatories to you, you were asked the following and provided the following Response:

Interrogatory 9:

Please list all financial accounts you have, that are fully or partially in your name or as to which you are a beneficiary from January 1, 1995 through December 31, 2000, including but not be limited to all: bank accounts, stock brokerage accounts, negotiable instrument accounts, retirement accounts, trading or options accounts, and funds transfer accounts, For each identify the name and address of the institution, the title holder(s), the beneficiaries or trust beneficiaries as well as the last four digits of the account number(s).

Response:

I object to providing any identifying bank or financial institution account numbers on the grounds they need to be kept out of the public domain for safety reasons. Without waiving this objection, the money which was given to me by my father was managed for me by my brother in an account over which he had management control.

In a Rule 37 conference, your counsel, Attorney Hymes agreed to the following:

HISHAM HAMED, et al. v. MANAL MAOHAMMAD YOUSEF, et al.
SCVI/STX Civil Nos. SX-16-CV-00065 and SX-17-CV-00342
MANAL MOHAMMAD YOUSEF'S RESPONSE TO
SECOND INTERROGATORIES TO MANAL YOUSEF

Re: Sixteen Plus v Manal Yousef et al., SX-16-CV-65

Dear Attorney Hymes:

In follow up to our Rule 37 conference, I want to memorialize what I understand we agreed on:

- 1) You will produce (1) the power of attorney from Manal Yousef to Jamil Yousuf as well as (2) the notarized signature page of the interrogatory answers now.
- 2) You will confirm in writing that your only communications have been with Jamil Yousuf, not Manal Yousef. In exchange, I will withdraw the request to produce a privilege log.
- 3) Regarding Manal's passports, you are obtaining copies as promptly as you can, which you will then file under seal with the Court, notifying me when you do.
- 4) As for Interrogatory 9, you will amend to say that Manal has no documents that have any of the requested information.

Please confirm that I have accurately summarized our discussion. If not, please let me know what you recall differently. Thanks.

Describe in detail the full response to Interrogatory #9, unless you had no such accounts, none were in your name or no such accounts existed where you were a beneficiary -- for the stated time period. If there were no such accounts, state, as agreed "I had, had in my name or was the beneficiary of no such accounts for that time period."

RESPONSE:

A copy of my Power of Attorney to Jamal has been produced, as have copies of my passports.

I have no documents relating to my receipt of funds from Sixteen Plus. My brother gave me cash from time to time as I needed it.

Interrogatory 18:

In that same Rule 37 conference, your counsel agreed to produce a power of attorney from you to Jamil. Have you produced it, and if not, why not?

RESPONSE:

A copy of the Power of Attorney has been produced.

Interrogatory 19:

You state in response to Interrogatory #11:

Response:

In the years 1998, 1999, and 2000, payments were made to me by the Sixteen Plus Corporation in the amount of \$360,000.00 in each of those years. In 1998, the payment was made by Waleed Hamed in cash. I do not know the form of the payment of \$360,000.00 in 1999, or in 2000. I have not made a calculation of the accrued interest due through July 1, 2017, or the daily accrual of interest after July 1, 2017. These are simple mathematical calculations that an economist, bookkeeper, or CPA can make based on the terms and conditions of the note given to me by the Sixteen Plus Corporation. At such time as these calculations are made, this response will be supplemented.

Please describe all of the following with a full description of the documents, dates and persons involved:

- A. All taxes paid to the US Virgin Islands Government for the three payments of \$360.000 from the Virgin Islands Corporation, Sixteen Plus. (I.e. all VI sourced income.)

RESPONSE:

As a non-US Resident, and non-US Citizen, I did not think I have to pay taxes. If I do, I do not mind paying them when the case is over.

- B. All taxes paid to the US Government for the three payments of \$360.000 from the Virgin Islands Corporation, Sixteen Plus. (I.e. all US source income.)

RESPONSE:

As a non-US Resident, and non-US Citizen, I don't think I have to pay tax, and if I have to pay, I do not mind paying when the case is over.

- C. All taxes paid to the governments of your residence and citizenship for the three payments of \$360.000 from the Virgin Islands Corporation, Sixteen Plus.

RESPONSE:

As a non-US Resident, and non-US Citizen, I did not think I have to pay taxes. If I do, I do not mind paying them when the case is over.

- D. All transfers of funds to you or for your benefit for those three payments.

RESPONSE:

I receive cash from my brother from time to time, as needed.

Interrogatory 20:

With regard to the three payments to you of \$360,000 each, in the years 1998, 1999, and 2000, please describe in detail:

A. In what form the payments were made

RESPONSE:

Cash.

B. Where those funds were initially deposited.

RESPONSE:

They were not deposited.

C. If you have by the date of your response here, received some or all of those funds, where they are or if spent or otherwise devised, what you spent them on or where they went.

RESPONSE:

My brother gave me cash from time to time as I needed it.

D. If you have not yet received those funds, where they are now.

RESPONSE:

All funds received by my brother have been disbursed to me over time, and there are none left to be distributed.

Interrogatory 21:

Give the dates and identify the person with regard to all communications with any person, including any attorney with who you have had any in person, email, telephone, or computer conversation or communication regarding your upcoming deposition or the answers to discovery from July 1, 2022 to the date of your response here. If you do not respond to this under claim of privilege, supply a privilege log.

RESPONSE:

I object to responding to this interrogatory, and to providing a privilege log for the reason that all of my communications were through an attorney, and that to provide a privilege log would defeat the purpose of privilege of attorney/client confidentiality.

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: September 15th, 2022.

Manal Mohammad Yousef

)
) ss.
)

On this, the 15 day of September, 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*

JAMES L. HYMES, III, [VI Bar No. 264]
P.O. Box 990
St. Thomas, Virgin Islands 00804-0990
Telephone: (340) 776-3470
E-Mail: jim@hymeslawvi.com;
rauna@hymeslawvi.com

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 Second Interrogatories to Manal Yousef***" to be served electronically by e-mail to the following counsel of record:

JOEL H. HOLT, ESQ.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi.plaza@gmail.com

Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CARL J. HARTMANN, III, ESQ.

5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
carl@carlhartmann.com

Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CHARLOTTE PERRELL, ESQ.

STEFAN HERPEL, ESQ.
DUDLEY NEWMAN FEUERZEIG
Law House, 1000 Frederriksberg Gade
P.O. Box 756
St. Thomas, VI 00804-0756
cperrell@dnfvi.com
sherpel@dnfvi.com

Attorneys for Third Party Defendant Fathi Yusuf

/s/ James L. Hymes, III

Banko di Seguro Sosial
Sociale Verzekeringsbank • Social Insurance Bank

Seguro Card
Strikt persoonlik.
Misbruik wordt gestraft.

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
200604861

Handtekening
Verzekerde

Deze kaart is eigendom van de SVB.

201823



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

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

Plaintiffs/Counterclaim Defendant,

vs.
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,

vs.
SIXTEEN PLUS CORPORATION,

Defendant.

CIVIL NO. SX-17-CV-342

ACTION FOR DEBT AND
FORECLOSURE OF REAL
PROPERTY MORTGAGE

COUNTERCLAIM FOR
DAMAGES

JURY TRIAL DEMANDED

SIXTEEN PLUS CORPORATION,

Counterclaim Plaintiff,

Vs.

MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD YOUSEF and
FATHI YUSUF,

Counterclaim Defendants.

**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*

JAMES L. HYMES, III
VI Bar No. 264
P.O. Box 990
St. Thomas, Virgin Islands 00804-0990
Telephone: (340) 776-3470
E-Mail: jim@hymeslawvi.com;
rauna@hymeslawvi.com

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.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi.plaza@gmail.com

Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CARL J. HARTMANN, III, ESQ.

5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
carl@carlhartmann.com

Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

/s/ James L. Hymes, III

Banko di Seguro Sosial
Sociale Verzekeringsbank • Social Insurance Bank

Seguro Card
Strikt persoonlik.
Misbruik wordi gestraff.

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.

201823



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.

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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.

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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:

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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.)

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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.

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RESPONSE TO 22-11:

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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*

JAMES L. HYMES, III
VI Bar No. 264
P.O. Box 990
St. Thomas, Virgin Islands 00804-0990
Telephone: (340) 776-3470
E-Mail: jim@hymeslawvi.com;
rauna@hymeslawvi.com

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.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi.plaza@gmail.com

Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CARL J. HARTMANN, III, ESQ.

5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
carl@carlhartmann.com

Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

/s/ James L. Hymes, III

Banko di Seguro Sosial
Sociale Verzekeringsbank • Social Insurance Bank

Seguro Card
Strikt persoonlik.
Misbruik wordi gestraaf.

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.

201823



EXHIBIT 3

Manal's

RFA

Responses

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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff/Counterclaim Defendant,)	
	)	ACTION FOR
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant/Counterclaim Plaintiff.)	
<hr/>		

NOTICE OF FILING
MANAL MOHAMMAD YOUSEF'S RESPONSE TO
PLAINTIFF SIXTEEN PLUS'
FIRST SET OF REQUESTS FOR ADMISSION


COMES NOW the defendant, **MANAL MOHAMMAD YOUSEF** (hereinafter "MMY"), by and through her undersigned attorneys, the Law Offices of James L. Hymes, III, P.C. (***James L. Hymes, III, of Counsel***), without waiving 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, and pursuant to the provisions of LRCI 26.2(c) and Fed.R.Civ.P. 26(a)(1), provides Notice of Filing her Response to Plaintiff Sixteen Plus' First Set of Requests for Admission by serving same on plaintiff's counsel as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: July 14, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant –
Manal Mohammad Yousef

By:


JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e). I hereby further certify that on this the 14th day of July, 2017, I caused an exact copy of the foregoing "***Notice Of Filing Manal Mohammad Yousef's Response To Plaintiff Sixteen Plus' First Set Of Requests For Admission***" together with the responses referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

MARK W. ECKARD, ESQ.

HAMM ECKARD LLP

5030 Anchor Way, Suite 13

Christiansted, USVI, 00820-2690

Phone: (340) 773-6955

Fax: (855) 456-8784

meckard@hammeckard.com

Counsel for Sixteen Plus Corporation

JOEL H. HOLT, ESQ.

LAW OFFICES OF JOEL H. HOLT

2132 Company Street


Christiansted, USVI, 00820

Phone: (340) 773-8709

Fax: (340) 773-8677

holtvi@aol.com

Co-Counsel for Plaintiff –
Sixteen Plus Corporation



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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff/Counterclaim Defendant,)	
	)	ACTION FOR
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant/Counterclaim Plaintiff.)	
<hr/>		

**MANAL MOHAMMAD YOUSEF'S RESPONSE TO
PLAINTIFF SIXTEEN PLUS'
FIRST SET OF REQUESTS FOR ADMISSION**

The Defendant, **MANAL MOHAMMAD YOUSEF** (hereinafter "**Manal Yousef**"), through her undersigned Attorney, James L. Hymes, III, hereby responds to Plaintiff Sixteen Plus' First Set of Requests for Admission as follows:

GENERAL OBJECTIONS

1. Manal Yousef submits and incorporates into each request the following general objections to Plaintiff's First Set of Requests for Admission set forth herein, and further, by submitting her responses to the Plaintiff's Requests for Admission, 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:

2. Manal Yousef objects to each request contained in Plaintiff's First Set of Requests for Admission to the extent such request asks for communications between her and her lawyers; these attorney-client communications are privileged and not subject to disclosure.

3. Manal Yousef objects to each request contained in Plaintiff's First Set of Requests for Admission to the extent such request asks for disclosure of material prepared by or for her lawyers or her representatives in the course of securing legal counsel, or in anticipation and defense of litigation; this material is protected from disclosure by the work product doctrine. Similarly, Manal Yousef objects to each request contained in Plaintiff's First Set of Requests for Admission to the extent such request asks for communications between her and her lawyers on the grounds of the privilege afforded to parties with a common interest or joint defense.

4. Manal Yousef has made the following responses without waiving: (1) the right to object to the use of any response for any purposes, in this action or in any other actions, on the grounds of privilege, relevance, materiality, or anything else appropriate; (2) the right to object to any other requests involving or relating to the subject matter of this response; and (3) the right to revise, correct, supplement, or clarify these responses should his ongoing investigation in defense of this action warrant such changes.

5. Manal Yousef generally objects to any request that purports to impose requirements more burdensome and beyond the scope of those set forth under the

Federal Rules of Civil Procedure, including without limitation Rule 36. Furthermore, objection is made to each and every request that is uncertain as to time and purports to request admissions as to facts or circumstances unrelated in time to any issue or claim in this action.

REQUESTS FOR ADMISSIONS

1. **ADMIT** that Fathi Yusuf is your uncle.

RESPONSE:
Admit.

2. **ADMIT** that Isam Yousef is your brother.

RESPONSE:
Admit.

3. **ADMIT** that Jamil Yousef is your nephew.

RESPONSE:
Admit.

4. **ADMIT** that you resided in St. Martin in 1997.

RESPONSE:
Admit.

5. **ADMIT** that over the course of your lifetime that you personally had not earned more than an aggregate of one million dollars in wages or investment income as of February 13, 1997.

RESPONSE:

Admit.

6. **ADMIT** that over the course of your lifetime that you personally, never had more than one million dollars in assets in any personal savings account, checking account, investment account or brokerage account that was in your name as of February 13, 1997.

RESPONSE:

Deny. Assets given to Manal Yousef by her father were maintained in a fund managed by Manal's brother.

7. **ADMIT** that you personally did not use any of your own funds for the loan made to Sixteen Plus that is evidenced by the Promissory Note attached hereto as Exhibit 1.

RESPONSE:

Deny. Manal Yousef made a loan to Sixteen Plus Corporation from money given to her by her father.

8. **ADMIT** that Fathi Yusuf requested that you sign the Power of Attorney attached hereto as Exhibit 2.

RESPONSE:

Deny. The request to sign the Power of Attorney came from Waleed Hamed to Manal Yousef, through Manal's brother, Isam.

9. **ADMIT** that you lived in St, Martin at the time you signed the Power of Attorney attached hereto as Exhibit 2.

RESPONSE:

Admit.

10. **ADMIT** that you never spoke to the lawyer in St. Martin who sent the letter attached as Exhibit 3 before the date on the letter.

RESPONSE:

Admit. Manal Yousef's nephew contacted a lawyer in St. Maarten on Manal's behalf pursuant to a general Power of Attorney given to her nephew by Manal.

11. **ADMIT** that you never spoke to Kye Walker at any time prior to April 1, 2017.

RESPONSE:

Denied. Attorney Walker and Manal Yousef had a personal telephone conversation.

12. **ADMIT** that you have never spoken to James Hymes at any time prior to June 1, 2017.

RESPONSE:

Admit. Manal Yousef's nephew has contacted James Hymes and spoken with him on Manal's behalf pursuant to a general Power of Attorney given by Manal to her nephew.

13. **ADMIT** that you are not entitled to keep any funds related to the repayment of the Promissory Note attached hereto as Exhibit 1.

RESPONSE:

Deny. The money which Manal Yousef loaned to Sixteen Plus Corporation came from her own personal assets, and she is entitled to repayment of the principal amount of the loan, interest, and other expenses as provided for in the loan documents.

Respectfully Submitted,

DATED: July 14, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant –
Manal Mohammad Yousef

By: _____

JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

COMES NOW, MANAL MOHAMMAD YOUSEF (hereinafter "**Manal Yousef**"),
through her undersigned attorney, James L. Hymes, III, hereby responds to the Second
Requests to Admit to Manal Yousef, propounded by Sixteen Plus, as follows:

GENERAL OBJECTIONS

1. Manal Yousef submits and incorporates into each request the following general objections to the Second Requests to Admit propounded by Sixteen Plus, set forth herein, and further, by submitting her responses to the Second Requests to Admit, 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:

2. Manal Yousef objects to each request contained in the Second Requests to Admit to the extent such request asks for communications between her and her lawyers; these attorney-client communications are privileged and not subject to disclosure.

3. Manal Yousef objects to each request contained in the Second Requests to Admit to the extent such request asks for disclosure of material prepared by or for her lawyers or her representatives in the course of securing legal counsel, or in anticipation and defense of litigation; this material is protected from disclosure by the work product doctrine. Similarly, Manal Yousef objects to each request contained in the Second Requests to Admit to the extent such request asks for communications between her and her lawyers on the grounds of the privilege afforded to parties with a common interest or joint defense.

4. Manal Yousef has made the following responses without waiving: (1) the right to object to the use of any response for any purposes, in this action or in any other actions, on the grounds of privilege, relevance, materiality, or anything else appropriate; (2) the right to object to any other requests involving or relating to the subject matter of this response; and (3) the right to revise, correct, supplement, or clarify these responses should his ongoing investigation in defense of this action warrant such changes.

5. Manal Yousef generally objects to any request that purports to impose requirements more burdensome and beyond the scope of those set forth under the Federal Rules of Civil Procedure, including without limitation Rule 36. Furthermore, objection is made to each and every request that is uncertain as to time and purports to request admissions as to facts or circumstances unrelated in time to any issue or claim in this action.

6. Manal Yousef objects to being asked to respond to any form of written discovery which is propounded fraudulently and in contradiction of the Answer of Sixteen Plus Corporation and Hisham Hamed to the Complaint to foreclose the note and mortgage, and the affirmative defenses raised in contravention thereto, which appear to deny the legal sufficiency and/or the existence of a valid note and mortgage, or that payments of interest were made by Sixteen Plus Corporation as required by the note and mortgage, and further objects to any response to a fraudulent form of discovery being used against her, and affirmatively asserts that responses and answers to written discovery are given with the assumption that written discovery is being propounded in good faith and with the knowledge that the note, mortgage and payments of interest as required thereby were in fact lawfully issued and made.

REQUESTS TO ADMIT

Request to Admit 14

Admit or Deny that you understand that Fathi Yusuf has refused to answer discovery related to the facts surrounding the Note and Mortgage at issue here on the basis of the 5th Amendment to the U.S. Constitution.

Response:

DENY that MMY has any understanding that Fathi Yusuf refused to answer discovery related to the facts surrounding the Note and Mortgage at issue here on the basis of the Fifth Amendment to the U.S. Constitution, for the reason that neither she nor her attorneys participated in discovery propounded to or elicited from him.

Request to Admit 15

Admit or Deny that you understand that his refusal to answer discovery on the basis of the 5th Amendment is because he is asserting his right against self-incrimination in an existing or potential criminal matter.

Response:

DENY that MMY has any understanding that Fathi Yusuf refused to answer discovery, or knowledge of the reasons for doing so if he did, for the reason that neither she nor her attorneys participated in discovery propounded to or elicited from him.

Request to Admit 16

Admit or Deny that you have been informed that you are or may be a person of interest, a target, or indicted in a pending or potential criminal matter.

Response:

DENY that anyone has informed her that she may be a person of interest, a target, or indicted in a pending or potential matter except from this request to admit which, if it is threatening a crime, is an impermissible form of discovery, criminal in and of itself, and an unethical form of discovery to be conducted by the attorneys in this jurisdiction.

Request to Admit 17

Admit or Deny that you either believe or fear that you are or may be a person of interest, a target, or indicted in a pending or potential criminal matter.

Response:

DENY for the same reasons set forth in the denial in the Request to Admit 16, above.

Request to Admit 18

Admit or Deny that you have, at some point in your life, been within the physical premises of the United States; which shall include its mainland, territories, possessions, the commonwealth of Puerto Rico or physical premises in foreign lands such as embassies, military bases or special use zones.

Response:

DENY for the reason that this Request to Admit is unintelligible, but to the extent it asks if Manal Yousef has ever been physically present in the United States, Puerto Rico(sic), the Virgin Islands, or other places set forth therein, this request is DENIED, with the exception that she went to the US Embassy in Amman, Jordan, in 2017, to apply for a Visa, which was denied.

Request to Admit 19

Admit or Deny that, at the time you are answering this request, you are willing to physically attend a trial in this matter in the USVI.

Response:

ADMIT, but DENY that she will be able to do so because she is unvaccinated and therefore cannot be issued a Visa to travel to the United States or its territories.

Request to Admit 20

Admit or Deny that you are, at the time you are answering this request, physically able to physically attend a trial in this matter in the USVI.

Response:

ADMIT, but DENY that she will be able to do so because she is unvaccinated and therefore cannot be issued a Visa to travel to the United States or its territories.

Request to Admit 21

Admit or Deny that you are willing to apply for a Visa to attend a trial in this matter in the USVI.

Response:

ADMIT, but DENY that she will be able to do so because she is unvaccinated and therefore cannot be issued a Visa to travel to the United States or its territories.

Request to Admit 22

Admit or Deny that at the time you are answering this request if you had the appropriate visa, you are not prevented from physically attending a trial in this matter in the USVI by any legal or other type of impediment.

Response:

ADMIT, but DENIES that she has been issued an appropriate visa to travel despite having made a request to do so, and for the reasons set forth in her Responses to Request to Admit Nos. 19, 20, and 21, above.

Request to Admit 23

Admit or Deny that you personally have not filed or paid any USVI taxes relating to any interest payments you have received from Sixteen Plus.

Response:

ADMIT, and further ADMITS that she is willing to make any payment of income tax obligations due at the conclusion of this litigation and following an admission by the plaintiffs in Civil No. SX-2016-CV-00065, that such payments

were made, and following submission of documentation proving that three payments of interest due on her Note and Mortgage were made which has been denied to date.

Request to Admit 24

Admit or Deny that you personally have not filed or paid any USVI income taxes relating to any interest payments you have received from Sixteen Plus.

Response:

ADMIT for the same reasons set forth in Request to Admit No. 23, above.

Request to Admit 25

Admit or Deny that you personally have not ever filed or paid any USVI income taxes relating to USVI source income.

Response:

ADMIT for the same reasons set forth in Request to Admit No. 23, above.

Request to Admit 26

Admit or Deny that neither Isam nor Jamil have filed or paid any USVI income taxes for you relating to USVI source income.

Response:

ADMIT for the same reasons set forth in Request to Admit No. 23, above.

Request to Admit 27

Admit or Deny that neither Isam or Jamil have ever filed or paid, for you, any USVI income taxes on interest payments from Sixteen Plus to you.

Response:

ADMIT for the same reason forth in Request to Admit No. 23, above.

Respectfully Submitted,

DATED: October 5, 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*

JAMES L. HYMES, III
VI Bar No. 264
P.O. Box 990
St. Thomas, Virgin Islands 00804-0990
Telephone: (340) 776-3470
E-Mail: jim@hymeslawvi.com;
rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify that on this the 5th day of October, 2022, I caused an exact copy of the foregoing ***"Manal Mohammad Yousef's Response to Second Requests to Admit"*** to be served electronically by e-mail to the following counsel of record:

JOEL H. HOLT, ESQ.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi.plaza@gmail.com
Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CARL J. HARTMANN, III, ESQ.
5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
carl@carlhartmann.com
Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CHARLOTTE PERRELL, ESQ.
STEFAN HERPEL, ESQ.
DUDLEY NEWMAN FEUERZEIG
Law House, 1000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804-0756
cperrell@dnfvi.com; sherpel@dnfvi.com
Attorneys for Third Party Defendant Fathi Yusuf

/s/ James L. Hymes, III

EXHIBIT 4

Manal's

RFPD

Responses

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



SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff/Counterclaim Defendant,)	
	)	ACTION FOR
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant/Counterclaim Plaintiff.)	
<hr/>		

NOTICE OF FILING
MANAL MOHAMMAD YOUSEF'S RESPONSE TO
SIXTEEN PLUS' FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS
TO DEFENDANT MANAL MOHAMMAD YOUSEF

COMES NOW the defendant, **MANAL MOHAMMAD YOUSEF** (hereinafter "MMY"), by and through her undersigned attorneys, the Law Offices of James L. Hymes, III, P.C. (*James L. Hymes, III, of Counsel*), without waiving 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, and pursuant to the provisions of LRCI 26.2(c) and Fed.R.Civ.P. 26(a)(1), provides Notice of Filing her Response to Plaintiff Sixteen Plus' First Request for the Production of Documents by serving same on plaintiff's counsel as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: July 14, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant –
Manal Mohammad Yousef

By:



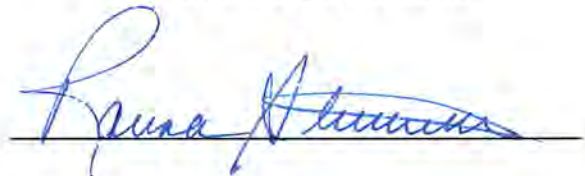
JAMES L. HYMES, III
VI Bar No. 264
P.O. Box 990
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E-Mail: jim@hymeslawvi.com;
rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e). I hereby further certify that on this the 14th day of July, 2017, I caused an exact copy of the foregoing "**Notice Of Filing Manal Mohammad Yousef's Response To Plaintiff Sixteen Plus' First Request for the Production of Documents**" together with the responses referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

MARK W. ECKARD, ESQ.
HAMM ECKARD LLP
5030 Anchor Way, Suite 13
Christiansted, USVI, 00820-2690
Phone: (340) 773-6955
Fax: (855) 456-8784
meckard@hammeckard.com
Counsel for Sixteen Plus Corporation

JOEL H. HOLT, ESQ.
LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
Phone: (340) 773-8709
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holtvi@aol.com
Co-Counsel for Plaintiff –
Sixteen Plus Corporation



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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff/Counterclaim Defendant,)	
	)	ACTION FOR
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant/Counterclaim Plaintiff.)	
<hr/>		

**MANAL MOHAMMAD YOUSEF'S RESPONSE TO
SIXTEEN PLUS' FIRST REQUEST FOR THE PRODUCTION OF DOCUMENTS
TO DEFENDANT MANAL MOHAMMAD YOUSEF**

The Defendant **MANAL MOHAMMAD YOUSEF** (hereinafter "**Manal Yousef**"), through her undersigned attorney, James L. Hymes, III, hereby responds to Plaintiff Sixteen Plus' First Set of Interrogatories as follows:

I. GENERAL OBJECTIONS

Defendant **MANAL YOUSEF**, incorporates the following general objections into each and every response to Plaintiff's request for the production of documents as set forth below, and further, by submitting her responses to these requests, 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. Manal Yousef objects to the portions of the requests, instructions and definitions to the extent they would impose any burden on her not specifically provided for by the Virgin Islands Rules of Civil Procedure.

2. Manal Yousef objects to each production request to the extent that any full answer thereto would require it to divulge information or communications protected by the attorney-client privilege or the attorney work product doctrine, or to the extent that it seeks information reflecting attorney/client communications, documents reflecting attorney work product, or the work product of non-attorneys prepared for, or under the direction of an attorney or in anticipation of litigation. Only non-privileged documents, or portions thereof, will be produced.

3. Manal Yousef objects to each request to the extent that it seeks the information that is not within its possession or custody. Manal Yousef further objects to each demand for documents from entities over whom it has no control.

4. Manal Yousef objects to each production request to the extent that it seeks information that is not, in any meaningful way, related to the parties' claims or defenses.

5. Manal Yousef objects to each production request to the extent it requires the production of information which would be burdensome, oppressive, or expense to produce.

6. Manal Yousef objects to each production request to the extent that it is overly broad, unduly vague, or ambiguous.

7. Manal Yousef objects to each production request, or any portion thereof, that seeks information on matters of public record to which plaintiff has equal access.

8. Manal Yousef objects to each production request to the extent that it seeks the information which may contain or reflect subsequent remedial measures.

9. Manal Yousef objects to each request or portion thereof, which requires a response that may contain or reflect information protected by the privilege of self-critical evaluation.

10. Manal Yousef objects to each production request to the extent it seeks information not calculated to lead to the discovery of relevant or admissible evidence.

11. Manal Yousef objects to any inadvertent disclosure of privileged information being deemed a waiver, or being used affirmatively against it for any reason or purpose.

I. REQUESTS FOR THE PRODUCTION OF DOCUMENTS

Document Request No. 1: All documents evidencing the source of any and all funds used by Defendant to loan any money to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as Exhibit 1.

Response:

None.

Document Request No. 2: All documents showing the transfer of any and all funds from Defendant to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as Exhibit 1.

Response:

None.

Document Request No. 3: All documents evidencing Defendant's ownership of any funds loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as Exhibit 1.

Response:

None.

Document Request No. 4: All documents evidencing Defendant's control over any funds loaned to Sixteen Plus Corporation as consideration for the execution of the Promissory Note attached hereto as Exhibit 1.

Response:

None.

Document Request No 5: All documents evidencing the consideration you provided in exchange for the Promissory Note regarding the property known as Diamond Keturah as stated in the Counterclaim paragraph 4 in the Civil 65 (Sixteen Plus v. Manal Yousef) action, to wit: "On September 15, 1997, [you] for good and valuable consideration, executed a Promissory Note secured by a First Priority Mortgage. . . ."

Response:

None.

Document Request 6: All documents evidencing or discussing any agreement between the Defendant or any of her agents and Sixteen Plus Corporation to loan it the funds leading up to the execution of the Promissory Note attached hereto as Exhibit 1.

Response:

Exhibit 1 attached to the Plaintiff's First Request for the Production of Documents, and the First Priority Mortgage which is not attached, constitute all documents known by Manal Yousef to be responsive to this request.

Document Request No. 7: All documents showing the negotiations for the amount of interest to be paid the Defendant by Sixteen Plus Corporation leading up to the execution of the Promissory Note attached hereto as Exhibit 1.

Response:

Exhibit 1 attached to the Plaintiff's First Request for the Production of Documents, and the First Priority Mortgage which is not attached, constitute all documents known by Manal Yousef to be responsive to this request.

Document Request No. 8: All closing documents for loan transaction involving the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it.

Response:

Exhibit 1 attached to the Plaintiff's First Request for the Production of Documents, and the First Priority Mortgage which is not attached, constitute all documents known by Manal Yousef to be responsive to this request.

Document Request No. 9: All monthly account statements for any checking, savings, investment, brokerage account titled to you in your name from 1990 through 1997.

Response:

None.

Document Request No. 10: All demands for payment made by the Defendant on Sixteen Plus to pay the Promissory Note attached hereto as Exhibit 1.

Response:

See letter dated December 12, 2012 from Attorney Snow to Sixteen Plus Corporation, attached as Exhibit 3 to the Plaintiff's First Request for the Production of Documents.

Document Request No. 11: All payments received by Defendant from Sixteen Plus Corporation regarding the Promissory Note attached hereto as Exhibit 1.

Response:

Manal Yousef has no documents responsive to this request.

Document Request No. 12: All documents showing the deposit into any bank or brokerage account of any payments received by Defendant from Sixteen Plus Corporation regarding the Promissory Note attached hereto as Exhibit 1.

Response:

See Response to Document Request No. 11, above.

Document Request No. 13: All written communications with any lawyer regarding the preparation of the Promissory Note attached hereto as Exhibit 1, as well as the mortgage securing this Note.

Response:

None. The terms and conditions of the Promissory Note and First Priority Mortgage were negotiated orally. The Promissory Note and First Priority Mortgage were prepared by the Sixteen Plus Corporation or persons retained by it or working on its behalf.

Document Request No. 14: All written communications with Defendant's uncle Fathi Yusuf since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

Response:

None.

Document Request No. 15: All written communications with any family members of Fathi Yusuf since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

Response:

None.

Document Request No. 16: All written communications with Defendant's brother Isam Yousef since 1996 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

Response:

None.

Document Request No. 17: All written communications with Defendant's nephew Jamil Yousef since 2009 regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus.

Response:

Manal Yousef has no written communications with her nephew since 2009 regarding the United Corporation for the reason that she has never discussed the United Corporation with him at any time. The only communications between Manal Yousef and her nephew Jamil Yousuf since 2009 involve legal documents sent to Jamil as her legal representative pursuant to the General Power of Attorney by their attorney, James Hymes, which Jamil then transmitted to Manal in connection with this case and her loan of 4.5 Million Dollars (\$4,500,000) to the Sixteen Plus Corporation. These communications are confidential, privileged, constitute attorney/client communications and work product, and are not subject to disclosure. A privilege log will be prepared with respect to this request and the request for identical documents in Document Request No. 23.

Document Request No. 18: All written communications with any person affiliated with or representing Sixteen Plus since 1996.

Response:

None.

Document Request No. 19: All written communications with anyone regarding the preparation and execution of the Power of Attorney attached hereto as Exhibit 2.

Response:

None. The Real Estate Power of Attorney attached as Exhibit 2 to the Plaintiff's Request for the Production of Documents, was prepared by the Sixteen Plus Corporation or persons retained by it or working on its behalf.

Document Request No. 20: All communications with any attorney in St. Martin regarding the collection of the Promissory Note attached hereto as Exhibit 1, including but not limited to the attorney who sent the letter attached hereto as Exhibit 3.

Response:

The defendant objects to the form of the question and further objects to responding to this request to the extent it seeks to obtain information which is confidential, privileged, constitutes attorney/client work product, and seeks to invade the attorney/client privilege. Without waiving this objection, none.

Document Request No. 21: All communications with Kye Walker since 2015

Response:

Manal Yousef spoke on one occasion with Attorney Walker on the telephone and has no written document memorializing what was said.

Document Request No. 22: All communications with any lawyer working for the law firm of Dudley, Topper and Feuerzeig, the law firm representing Defendant's uncle, Fathi Yusuf, since 2012.

Response:

None.

Document Request No. 23: All communications with James Hymes since 2016.

Response:

The defendant objects to the form of the question and further objects to responding to this request to the extent it seeks to obtain information which is confidential, privileged, constitutes attorney/client work product, seeks to invade the attorney/client privilege and is therefore not subject to disclosure. Without waiving this objection, a privilege log will be prepared with respect to this request and will be produced upon completion.

Document Request No. 24: Complete copies of all passports issued to you by any country since 1996, whether current or expired.

Response:

Manal Yousef objects to producing any documents in response to this request for production of documents on the grounds of relevancy, on the grounds that passport information is private and should be kept from the public domain for personal security reasons, and to protect the defendant from annoyance, embarrassment, humiliation, and oppression, and for the reasons set forth in the cases below, which have protected against the production of this type of information:

Bacilio Ruiz and Jose Amador v. Mercer Canyons, Inc., US District Court for the Eastern District of Washington, 2014 U.S. Dist. LEXIS 163782; and

Martha Galaviz-Zamora, et al. v. Brady Farms, Inc., et al., United States District Court For The Western District Of Michigan, Southern Division 230 F.R.D. 499; 2005 U.S. Dist. LEXIS 22120.

Document Request No. 25: All documents showing residential addresses you physically resided at for more than 1 month from 1996 to present.

Response:

None.

Respectfully Submitted,

DATED: July 14, 2017.

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

By: 

JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

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

SIXTEEN PLUS CORPORATION,)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff/Counterclaim Defendant,)	
	)	ACTION FOR
vs.	)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
)	
Defendant/Counterclaim Plaintiff.)	
)	

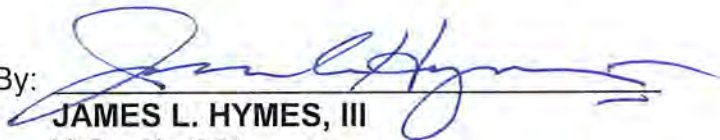
NOTICE OF FILING
MANAL MOHAMMAD YOUSEF'S RESPONSE TO
SIXTEEN PLUS' FIRST SET OF INTERROGATORIES
TO DEFENDANT/COUNTERCLAIM PLAINTIFF MANAL MOHAMMAD YOUSEF

COMES NOW the Defendant/Counterclaim Plaintiff, **MANAL MOHAMMAD YOUSEF** (hereinafter "**MMY**"), by and through her undersigned attorneys, the Law Offices of James L. Hymes, III, P.C. (***James L. Hymes, III, of Counsel***), without waiving 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, and pursuant to the provisions of LRCI 26.2(c) and Fed.R.Civ.P. 26(a)(1), provides Notice of Filing her Response to Plaintiff Sixteen Plus' First Set of Interrogatories by serving same on plaintiff's counsel as set forth in the Certificate of Service, below.

Respectfully Submitted,

DATED: July 17, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant –
Manal Mohammad Yousef

By: 
JAMES L. HYMES, III

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CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e). I hereby further certify that on this the 17th day of July, 2017, I caused an exact copy of the foregoing "***Notice Of Filing Manal Mohammad Yousef's Response To Plaintiff Sixteen Plus' First Set Of Interrogatories To Defendant/Counterclaim Plaintiff Manal Mohammad Yousef***" together with the responses referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

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Co-Counsel for Plaintiff –
Sixteen Plus Corporation



EXHIBIT 5

Proposed

Order

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

MANAL MOHAMMAD YOUSEF,
Plaintiff

v.

SIXTEEN PLUS CORPORATION,
Defendant.

and

SIXTEEN PLUS CORPORATION,
Counter-Plaintiff

v.

MANAL MOHAMMAD YOUSEF,
Counter-Defendant,

and

SIXTEEN PLUS CORPORATION,
Third-Party Plaintiff

v.

FATHI YUSUF,
Third-Party Defendant,

SIXTEEN PLUS CORPORATION,
Plaintiff,

v.

MANAL MOHAMMAD YOUSEF,
Defendant.,

and

MANAL MOHAMMAD YOUSEF,
Counter-Plaintiff.,

v.

SIXTEEN PLUS CORPORATION,
Counter-Defendant.

CIVIL NO. SX-2017-CV-00342

**ACTION FOR DEBT AND
FORECLOSURE**

**COUNTERCLAIM FOR
DAMAGES**

THIRD PARTY ACTION

JURY TRIAL DEMANDED

Consolidated With

CIVIL NO. SX-2016-CV-00065

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

COUNTERCLAIM

JURY TRIAL DEMANDED

ORDER

THIS MATTER having come on before the Court on the motion of Sixteen Plus Corporation pursuant to Rules 26, 33, 34 and 37 for an order requiring Manal Yusuf to produce discovery responses, and the Court being fully informed in the premises,

IT IS HEREBY ORDERED that Manal Yousef shall, within 15 days:

1. Provide her present residential address and a description of how it is located;
2. Because she represents that Isam Yousuf did many things for her as her agent, she or her counsel shall interview him, obtain documents from him, and to the extent that he has documents or information or is in “in control” of suchit—shee is also deemed to be in such control and she must get the documents and information--and supply the results to Sixteen Plus;
3. She will provide, or even approximate numbers or provide ranges with regard to assets, income, and expenditures. Where she may not know exact amounts, she can respond with ranges or approximations;
4. She will provide her tax returns for 1996-2001 and 2016 to present.
5. She will describe the funding of her suit, and its direction by any third persons. If this is arguably privileged, it will supplied to the Court, in camera.

It is **SO ORDERED**.

Dated: _____, 2023

ATTEST: TAMARA CHARLES,
Clerk of the Court

Douglas A. Brady
Judge of the Superior Court

By: Court Clerk Supervisor