

- all three cases involve varying combinations of the same parties: Sixteen Plus, Fathi Yusuf, Manal Yousef and Plaintiff; and
- there is an “overlap” of common facts between all three cases.¹

The “overlap” of common fact between this Action and its Sister Cases is that *all three cases concern a concerted effort by the same group of people to unlawfully take ownership and control of the same parcel of real property: a 300-acre parcel of extremely valuable land on the south shore of St. Croix, known as “Diamond Keturah” (the “South Shore Property”).*

All three cases concern the same (invalid) note and mortgage that is (wrongfully) recorded against the South Shore Property. Furthermore, all three Cases concern the same group of individuals who participated in the same scheme to (wrongfully) assert (fraudulent) claims based on the (invalid) mortgage in order to encumber the South Shore Property with the (invalid) note and mortgage.

Perhaps the best proof of the close relation and “overlap” of all three cases is the fact that James L. Hymes, Esquire (“Attorney Hymes”) represents the Yousuf Defendants in this Action and simultaneously represents Manal Yousef in the Sister Cases. Attached as **Exhibit A** are pleadings showing Attorney Hymes’ representation of Manal Yousef in each of the Sister Cases. Attorney Hymes’ representation of all of these parties is logical, given that Defendant Jamil Yousef and Manal Yousef are brother/sister and they are both the children of Defendant Isam Yousef. Furthermore, all three of them bear a familial relation with Defendant Fathi Yusuf.

“Rule 42(a) does not require that the cases be identical, merely that there be a common question of law or fact.” *Gerald v. R.J. Reynolds Tobacco Co.*, 2017 WL 2929124, at *3 (V.I. Super. Ct. July 10, 2017) (“*Gerald v. R.J. Reynolds*”) (citing *Fahie v. Ferguson*, 2017 WL

¹ See Opposition at p. 2 (admitting the existence of a “*factual overlap* between this case and the two (2) consolidated declaratory judgment/mortgage foreclosure actions”) (emphasis added).

771194, at *4 (V.I. Super. Ct. Feb. 23, 2017) (citing, in turn, Saudi Basic Industries Corp. v. Exxonmobil Corp., 194 F.Supp.2d 378, 416 (D.N.J. 2002)). As noted by the Yousuf Defendants, the Court must weigh considerations of judicial economy against “the possible inconvenience, delay, or prejudice to the parties.” Id. (citing Fahie, 2017 WL 771194, at *3-4 (in turn citing Arnold v. Eastern Air Lines, Inc., 681 F.2d 186, 193 (4th Cir. 1982)).

In Gerald v. R.J.R., the Court consolidated cases over the objection of the defendant, finding that any disadvantages to the defendant “do not outweigh the advantages because proper precautions will diminish the risk of jury confusion and resulting prejudice” to the defendant.

Here, the Yousuf Defendants concede that there are common facts between all three cases. The Yousuf Defendants do not show that any “inconvenience, delay or prejudice to the parties” would result from consolidation. Id. In fact, other than self-serving conclusory statements, the only arguments made by the Yousuf Defendants on this point is to state that this Action and its Sister Cases involve different claims and issues among different parties. But that situation is regularly found in the same case. The Yousuf Defendants do not and, respectfully, cannot show any meaningful risk of “inconvenience, delay or prejudice” because – again – ***all three cases involve the same scheme to steal ownership and control of the South Shore Property.*** Given Attorney Hymes’ concurrent representation of Manal Yousef in the Sister Cases and his representation of her father and brother in this Action, consolidation will actually be more efficient, especially for his own clients.

WHEREFORE, for the reasons set forth herein and in the Motion, Plaintiff respectfully requests that the Court enter an order GRANTING the Motion and granting to Plaintiff such other and further relief as is just and proper.

Dated: January 31, 2019



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CERTIFICATE OF SERVICE

I certify that on this 31 day of January, 2019, I served a copy of the foregoing by email, as agreed by the parties, on the following attorneys of record. This document complies with the page or word limitations set forth in V.I.R.Civ.P. 6-1(e).

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EXHIBIT A

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

SIXTEEN PLUS CORPORATION,)	
)	CIVIL NO. SX-16-CV-65
Plaintiff,)	
)	ACTION FOR DECLARATORY
vs.)	DECLARATORY JUDGMENT
)	
MANAL MOHAMMAD YOUSEF,)	JURY TRIAL DEMANDED
)	
Defendant.)	
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MANAL MOHAMMAD YOUSEF,)	
)	
Counter-Claimant,)	COUNTERCLAIM
)	
vs.)	
)	
SIXTEEN PLUS CORPORATION,)	
)	
Counter-Defendant.)	
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ANSWER TO COMPLAINT
AND COMPULSORY COUNTERCLAIM

COMES NOW the defendant, **MANAL MOHAMMAD YOUSEF**, by her undersigned attorney, James L. Hymes, III, and, as and for her answer to the Complaint, respectfully shows to the Court and alleges:

PRELIMINARY STATEMENT

1. Neither admits nor denies the legal conclusion asserted in the Preliminary Statement as none is required thereto, but to the extent one is required, it is **DENIED**.

PARTIES

2. **DENIES** the allegations contained in paragraph 2 of the Parties section of the Complaint for lack of information.

3. **ADMITS** that the defendant is an adult, but denies the remaining allegations contained in paragraph 3 of the Parties section of the Complaint.

JURISDICTION: VENUE: STATUTORY PREDICATE FOR RELIEF

4. **ADMITS** that the defendant has a First Priority Mortgage which confers specific rights to her pursuant to the terms and conditions set forth therein dated September 15, 1997, the payment of which is secured by its recording against the real property owned by the plaintiff as described in paragraph 7 of the Factual Background section of the plaintiff's Complaint, but **DENIES** the remaining allegations contained in paragraph 4 of the Jurisdiction; Venue; Statutory Predicate For Relief section of the Complaint due to insufficiency of service of process.

5. To the extent this Court has jurisdiction over this defendant, which is not admitted due to insufficiency of service of process, venue of this action is appropriate because the real property against which the Mortgage is recorded is located on the island of St. Croix, United States Virgin Islands.

6. Neither admits nor denies the legal conclusion asserted in paragraph 6 of the Jurisdiction; Venue; Statutory Predicate For Relief section of the Complaint, as none is required thereto, but to the extent one is required, it is **DENIED**.

FACTUAL BACKGROUND

7. **ADMITS** the allegations contained in paragraph 7 of the Factual Background section of the Complaint.

8. **ADMITS** the allegations contained in paragraph 8 of the Factual Background section of the Complaint.

9. **DENIES** the allegations contained in paragraph 9 of the Factual Background section of the Complaint.

10. **DENIES** the allegations contained in paragraph 10 of the Factual Background section of the Complaint.

11. **ADMITS** that the Mortgage was executed on September 15, 1997, but denies the remaining allegations contained in paragraph 11 of the Factual Background section of the Complaint for lack of information.

12. **DENIES** the allegations contained in paragraph 12 of the Factual Allegations section of the Complaint.

13. **DENIES** the allegations contained in paragraph 13 of the Factual Allegations section of the Complaint.

COUNT FOR RELIEF

14. The defendant repeats and re-alleges her responses to paragraphs 1 through 13 above as if fully set forth herein below.

15. **ADMITS** the allegations contained in paragraph 15 of the Count for Relief section of the Complaint.

16. **DENIES** the allegations contained in paragraph 16 of the Count for Relief section of the Complaint.

AFFIRMATIVE DEFENSES

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

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

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

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.

5. The plaintiff is barred from recovery herein because it is equitably estopped from denying the validity of the First Priority Mortgage.

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.

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.

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.

COMPULSORY COUNTERCLAIM

COMES NOW the defendant/counter-claimant, **MANAL MOHAMMAD YOUSEF**, by her undersigned attorney, James L. Hymes, III, and, without waiving any of her jurisdictional defenses, asserts the following compulsory counterclaim against the plaintiff to be considered by the Court in the event it finds that it has jurisdiction over the parties and the subject matter of this litigation, and respectfully shows to the Court as follows:

1. The defendant/counter-claimant repeats and realleges her responses to paragraphs 1-16 above, and her affirmative defenses 1-8 above, as if fully set forth herein below.

2. This Court has jurisdiction over this compulsory counterclaim pursuant to the provisions of Chapter 89 of Title 5 of the Virgin Islands Code.

3. Venue of this action is appropriate in the division of St. Croix, because the real property against which the counter-claimant has recorded a valid mortgage is located on the island of St. Croix.

4. On September 15, 1997, the plaintiff/counter-defendant, for good and valuable consideration, executed a Promissory Note secured by a First Priority Mortgage, the payment of which was secured by recording said mortgage against the real property owned by the plaintiff/counter-defendant, said real property being set forth and described in paragraph 7 of the Factual Background section of the plaintiff's Complaint.

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ANSWER TO COMPLAINT AND COMPULSORY COUNTERCLAIM

5. The Promissory Note and First Priority Mortgage remain unpaid to date.

6. The First Priority Mortgage is valid and enforceable pursuant to the terms and conditions set forth therein, and the plaintiff/counter-defendant is contractually obligated to fulfill all of the terms and conditions of the Promissory Note and First Priority Mortgage and to make the payments due in accordance to the terms and conditions to which it agreed to be legally bound and obligated.

WHEREFORE, the defendant/counter-claimant respectfully requests this Court enter an order declaring the Promissory Note and First Priority Mortgage executed by the plaintiff/counter-defendant valid and fully enforceable, together with interest due and owing and further awarding the defendant/counter-claimant her costs including an award of attorney's fees, for being required to defend the Complaint and to bring this counterclaim.

Respectfully Submitted,

DATED: March 29, 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 on this the 29th day of March, 2017, I caused an exact copy of the foregoing "***Answer to Complaint and Compulsory Counterclaim***" to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

MARK W. ECKARD, ESQ.
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meckard@hammeckard.com
Counsel for Sixteen Plus Corporation

A handwritten signature in cursive script, appearing to read "Mark W. Eckard", is written over a horizontal line.

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threatened protracted motion practice by the attorney for the Defendant/Counterclaimant, respectfully submits her answer to the Counterclaim:

1. **DENIES** the allegations contained in paragraph 1 of the Counterclaim and leaves the plaintiff to its strict proof thereof.
2. **DENIES** the allegations contained in paragraph 2 of the Counterclaim either by reason of the fact they are false, or for lack of information.
3. **ADMITS** the allegations contained in paragraph 3 of the Counterclaim.
4. **DENIES** the allegations contained in paragraph 4 of the Counterclaim.
5. **DENIES** allegations contained in paragraph 5 of the Counterclaim for lack of information.
6. **DENIES** the allegations contained in paragraph 6 of the Counterclaim for lack of information.
7. **DENIES** allegations contained in paragraph 7 of the Counterclaim for lack of information.
8. **DENIES** the allegations contained in paragraph 8 of the Counterclaim for lack of information.
9. **DENIES** the allegations contained in paragraph 9 of the Counterclaim for lack of information.
10. **DENIES** the allegations contained in paragraph 10 of the Counterclaim for lack of information.
11. **DENIES** allegations contained in paragraph 11 of the Counterclaim for lack of information.

12. **DENIES** the allegations contained in paragraph 12 of the Counterclaim.

13. **DENIES** the allegations contained in paragraph 13 of the Counterclaim either by reason of the fact they are false, or for lack of information.

14. **DENIES** the allegations contained in paragraph 14 of the Counterclaim.

15. **DENIES** the allegations contained in paragraph 15 of the Counterclaim.

16. **DENIES** the allegations contained in paragraph 16 of the Counterclaim.

17. **DENIES** the allegations contained in paragraph 17 of the Counterclaim either by reason of the fact they are false, or for lack of information.

18. **DENIES** the allegations contained in paragraph 18 of the Counterclaim.

19. **DENIES** the allegations contained in paragraph 19 of the Counterclaim.

20. **DENIES** the allegations contained in paragraph 20 of the Counterclaim for lack of information.

21. **DENIES** the allegations contained in paragraph 21 of the Counterclaim for lack of information.

22. **DENIES** that the mortgage given by Sixteen Plus Corporation to the Plaintiff/Counterclaim Defendant was a sham, and further **DENIES** the remaining allegations contained in paragraph 22 of the Counterclaim for lack of information.

23. **DENIES** the allegations contained in paragraph 23 of the Counterclaim.

24. **DENIES** the allegations contained in paragraph 24 of the Counterclaim for lack of information.

25. **DENIES** the allegations contained in paragraph 25 of the Counterclaim for lack of information.

26. **DENIES** the allegations contained in paragraph 26 of the Counterclaim for lack of information.

27. **DENIES** the allegations contained in paragraph 27 of the Counterclaim for lack of information.

28. **ADMITS** that in May, 2010, the Plaintiff/Counterclaim Defendant gave a Real Estate Power of Attorney to Fathi Yusuf, the content of which speaks for itself, but **DENIES** the remaining allegations contained in paragraph 28 of the Counterclaim either by reason of the fact they are false, or for lack of information.

29. **DENIES** the allegations contained in paragraph 29 of the Counterclaim either by reason of the fact they are false, or for lack of information.

30. **DENIES** the allegations contained in paragraph 30 of the Counterclaim for lack of information.

31. **DENIES** the allegations contained in paragraph 31 of the Counterclaim for lack of information.

32. **ADMITS** that immunity was not given by the federal government to the plaintiff Counterclaim defendant, but **DENIES** the remaining allegations contained in paragraph 32 of the Counterclaim for lack of information.

33. **DENIES** the allegations contained in paragraph 33 of the Counterclaim.

34. **DENIES** the allegations contained in paragraph 34 of the Counterclaim.

COUNT I

35. The Plaintiff/Counterclaim Defendant repeats and re-alleges her responses to paragraphs 1 through 34 above as if fully set forth herein below.

36. **DENIES** the allegations contained in paragraph 36 of Count I of the Counterclaim.

37. **DENIES** the allegations contained in paragraph 37 of Count I of the Counterclaim.

38. **DENIES** the allegations contained in paragraph 38 of Count I of the Counterclaim.

39. **DENIES** the allegations contained in paragraph 39 of Count I of the Counterclaim.

COUNT II

40. The Plaintiff/Counterclaim Defendant repeats and re-alleges her responses to paragraphs 1 through 39 above as if fully set forth herein below.

41. **DENIES** the allegations contained in paragraph 41 of Count II of the Counterclaim for lack of information.

42. **DENIES** the allegations contained in paragraph 42 of Count II of the Counterclaim for lack of information.

43. **DENIES** that Fathi Yusuf is the agent for the Plaintiff/Counterclaim Defendant, and further **DENIES** the remaining allegations contained in paragraph 43 of

Count II of the Counterclaim either by reason of the fact they are false, or for lack of information.

44. **DENIES** the allegations contained in paragraph 44 of Count II of the Counterclaim.

AFFIRMATIVE DEFENSES

1. This Court lacks subject matter jurisdiction to hear the Counterclaim.
2. The Counterclaim fails to state a cause of action against the Plaintiff/Counterclaim Defendant upon which the Court may grant relief.
3. The Counterclaim is null and void as never having been authorized by a corporate resolution of the Board of Directors as required by law.
4. Counsel for the Defendant/Counterclaim Plaintiff must be disqualified and further barred from taking any action with respect to this litigation for the reasons set forth in the pending motions to disqualify counsel heretofore filed herein.
5. The Counterclaim Plaintiff is barred from recovery herein due to the doctrine of unclean hands
6. The Counterclaim Plaintiff is barred from recovery herein due to principles of estoppel.
7. The Counterclaim Plaintiff is barred from recovery herein due to principles of unjust enrichment.

8. The Counterclaim Plaintiff is barred from recovery herein to the extent he seeks to benefit from criminal acts conducted by it or its directors or shareholders who authorized the institution of his Counterclaim

9. The Plaintiff/Counterclaim Defendant is entitled to an award of damages which offsets her recovery of the principal amount of her mortgage, including interest and penalties against any damages recovered herein.

10. The Defendant/Counterclaim Plaintiff is barred from recovery herein based on the principles of waiver and estoppel.

11. The Defendant/Counterclaim Plaintiff is barred from recovery herein by reason of the fact the note and mortgage held by the Plaintiff/Counterclaim Defendant is valid and enforceable.

12. The Defendant/Counterclaim Plaintiff is barred from recovery herein by reason of the fact that there was good and valuable consideration for the note and mortgage given by it to the Plaintiff/Counterclaim Defendant.

13. The Defendant/Counterclaim Plaintiff is barred from recovery herein for the reason set forth in the Complaint of the Plaintiff/Counterclaim Defendant to foreclose her mortgage in this same cause of action.

14. The Court lacks personal and subject matter jurisdiction to the extent the Defendant/Counterclaim Plaintiff is not a corporation in good standing.

15. The Defendant/Counterclaim Plaintiff is barred from recovery herein due to the principles of laches.

16. The Defendant/Counterclaim Plaintiff is barred from recovery herein by reason of the expiration of the applicable statute of limitations.

17. The Defendant/Counterclaim Plaintiff is barred from recovery herein to the extent he seeks to benefit from criminal acts conducted by it or its directors or shareholders who authorized the institution of his Counterclaim and 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 not in the best interests of the corporation.

18. Defendant/Counterclaim Plaintiff's three (3) interest only payments pursuant to the terms and conditions of the First Priority Mortgage and/or Promissory Note constitutes an admission by Defendant/Counterclaim Plaintiff of its liability for the whole debt due and owing under the First Priority Mortgage and/or Promissory Note and any portion remaining unpaid.

19. Defendant/Counterclaim Plaintiff's Counterclaim is barred by doctrines of res judicata and/or collateral estoppel.

20. Defendant/Counterclaim Plaintiff's claims are defeated by documentary evidence.

21. Plaintiff/Counterclaim Defendant assert a valid and binding First Priority Mortgage and/or Promissory Note exists between her and Defendant/Counterclaim Plaintiff.

22. The Plaintiff/Counterclaim Defendant adopts any other relevant defenses asserted by Counterclaim Defendant Fathi Yusuf.

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23. The Plaintiff/Counterclaim Defendant reserves the right to add additional defenses which may become appropriate and available to her during the course of discovery.

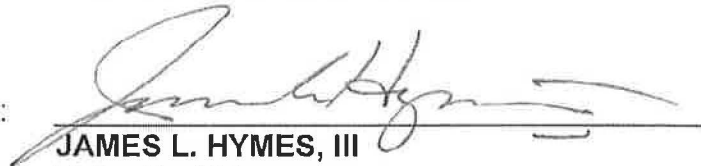
WHEREFORE, the Plaintiff/Counterclaim Defendant respectfully requests this Court enter an order dismissing the Counterclaim against her, and further awarding her the relief requested by her in her Complaint to foreclose her mortgage.

Respectfully Submitted,

DATED: December 29, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Plaintiff/Counterclaim Defendant –
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CERTIFICATE OF SERVICE

I hereby certify that on this the 29th day of December, 2017, I caused an exact copy of the foregoing "***Answer to Counterclaim***" to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

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