

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

SIXTEEN PLUS CORPORATION,) **CASE NO. SX-16-CV-065**
Plaintiff,) ACTION FOR
DECLARATORY JUDGMENT

v.)

MANAL MOHAMMAD YOUSEF,)
Defendant)

MANAL MOHAMMAD YOUSEF,)
Counterclaimant)

v.)

SIXTEEN PLUS CORPORATION,)
Counter Defendant, Counterclaimant.)

MANAL MOHAMMAD YOUSEF)

a/k/a MANAL MOHAMAD YOUSEF,) **NO. SX-17-CV-342**
Plaintiff) ACTION FOR: DEBT
FORECLOSURE

v.)

SIXTEEN PLUS CORPORATION,)
Defendant)

SIXTEEN PLUS CORPORATION)

Counterclaim Plaintiff,) **NO. SX-17-CV-342**
ACTION FOR: DEBT
FORECLOSURE

v.)

MANAL MOHAMMAD YOUSEF,)
Counterclaim Defendant)

**DEFENDANT/COUNTERCLAIM PLAINTIFF SIXTEEN PLUS CORPORATION'S
RESPONSES TO PLAINTIFF/COUNTERCLAIM DEFENDANT MANAL MOHAMMAD
YOUSEF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

Defendant/Counterclaim Plaintiff Sixteen Plus Corporation, by and through its undersigned counsel, pursuant to Fed. R. Civ. P. 34, hereby propounds and serves the following written responses to Requests for the Production of Documents (RFPDs).

GENERAL OBJECTIONS

1. Sixteen Plus has, to the extent possible supplied all designated documents or electronically stored information — including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations — stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form; or (B) any designated tangible things. However, Fathi Yusuf is an officer and director of the corporation. He is a party hostile to the President of the corporation who has acted in concert with the Plaintiff. A draft of these responses has been supplied to him. He has not supplied documents other than those provided, but may be in the possession of the same. Thus, the corporation objects to any assertion that it has not supplied documents secreted by the co-conspirators,

2. **Rule 34(B) requires**

The request(s) (A) must describe with reasonable particularity each item or category of items to be inspected; . . (C) may specify the form or forms in which electronically stored information is to be produced.

These requests do not specify items with such particularity. They seek broad responses such as “all documents that prove an entire count” or all documents to be use in any defense. Thus, while Plaintiff has supplied **all** such documents known to it.-- and has noted more specific objections, it is impossible

to match individual documents to each question. Thus, the documents are provided in the manner kept in the normal and ordinary course of business, i.e., in a database of pdf documents with Bates Numbering and the identification of the document in the title of the document.

Plaintiff did not specify the form or forms in which electronically stored information is to be produced. Thus, the documents are provided in the manner kept in the normal and ordinary course of business, i.e., in a database of pdf documents with Bates Numbering and the identification of the document in the title of the document.

3. **Rule 34(b)(2)(b) requires**

(B) For each item or category, the response must either state that inspection and related activities will be permitted as requested or state with specificity the grounds for objecting to the request, including the reasons. The responding party may state that it will produce copies of documents or of electronically stored information instead of permitting inspection

Defendant has provided all such documents. It objects to the lack of specificity in the requests where noted below, and in such each instance has, regardless of the objection, provided all even potentially responsive documents. There are no documents even potentially responsive that have been withheld.

RESPONSES TO THE RFPDs

RFPD 1: Produce all documents referenced, reviewed, or used to prepare answers to First Set of Interrogatory Responses in this case not otherwise produced in response to these document requests.

RESPONSE:

Exhibit A, attached, contains a list of all documents referenced, reviewed, or used to prepare answers to the First Set of Interrogatory Responses in this case. Both a list of the documents with Bates numbers and description in the title is also provided, as well as the documents themselves in the accompanying USB thumbdrive.

RFPD 2: Any and all documents which reflect, relate to, and/or describe any fraudulent representations pertaining to the loan agreement between Manal Yousef and Sixteen Plus Corporation, and/or the activity and/or conduct that is at issue in this case including proof that alleged

misrepresentations of which you complain were done willingly and fraudulently.

RESPONSE:

Exhibit A, attached, contains any and all documents which reflect, relate to, and/or describe any fraudulent representations pertaining to the loan agreement between Manal Yousef and Sixteen Plus Corporation, and/or the activity and/or conduct that is at issue in this case including proof that alleged misrepresentations of which you complain were done willingly and fraudulently. They are provided in the manner kept in the normal and ordinary course of business, i.e., in a database of pdf documents with Bates Numbering and the identification of the document in the title of the document.

RFPD 3: Any and all documents which pertain to and/or support your contention that the language contained in your pleadings confer sufficient standing on you to pursue a fraud, embezzlement or CICO claim against Manal Yousef in this case.

RESPONSE:

Standing is a matter of law. It is "conferred" by the fact that Manal has brought an action in a USVI court for foreclosure of a sham note and mortgage against Sixteen Plus Corporation. No other documents are necessary. Subject to that, out of an abundance of caution, Exhibit A is attached.

RFPD 4: Any and all documents which pertain to and/or support your contention that Manal Yousef participated in the conduct of an enterprise through a pattern of criminal activity in connection with the activity and/or conduct that is at issue in this case.

RESPONSE:

The criminal acts and the documents involved are detailed below. All of the documents references are provided in Exhibit A. On February 10, 1997, Sixteen Plus was formed as a corporation to purchase a 300 plus acre parcel of land on the South shore of St. Croix, often referred to as Diamond Keturah (hereinafter referred to as the "Land") from the Bank of Nova Scotia ("BNS") -- which had obtained its ownership interest subject to rights of redemption through a foreclosure sale conducted on February 13, 1996.

A contract to buy the Land subject to the rights of redemption was then entered into between Sixteen Plus and BNS on February 14, 1997.

At the time it was formed and at all times up to the present, all of the stock of Sixteen Plus has been owned 50% by family members of Fathi Yusuf and 50% by family members of Mohammad Hamed.

At the time Sixteen Plus was formed in the late 1990's, Fathi Yusuf and Mohammad Hamed were 50/50 partners in a grocery business known as Plaza Extra Supermarkets.

Fathi Yusuf and Mohammad Hamed decided to buy the Land in question by providing the necessary funds to Sixteen Plus -- using only proceeds from the grocery stores they owned -- which they did as described below.

Yusuf, acting for the Plaza Extra partners, then directed the business arrangements regarding the purchase of the Land.

Yusuf directed these business arrangements for the partnership as to the purchase of the Land using partnership funds rather than involving his partner Mohammad Hamed because, as both the Court in *Hamed v. Yusuf* and Fathi Yusuf himself have stated -- Fathi Yusuf was "in charge" of the business transactions for the partnership and they were under his "exclusive ultimate control". (See, *Hamed v. Yusuf*, 2013 WL 1846506 (V.I.Super. April 25, 2013)(para. 19 at page *6, "Yusuf's management and control of the "office" was such that Hamed was completely removed from the financial aspects of the business. . . ." and Yusuf's May 9, 2013, *Motion to Stay the Preliminary Injunction* in that same action -- where Yusuf admitted "[Hamed] never worked in any management capacity at any of the Plaza Extra Stores, which role was under *the exclusive ultimate control of Fathi Yusuf.*")

All funds used to buy the Land came from the Plaza Extra Supermarkets partnership -- and thus from Yusuf and Hamed as the only two partners.

However, Fathi Yusuf decided he did not want either the Government of the Virgin Islands or BNS to know the partnership source of the funds he was using to buy the Land, as he did not want them to know he was secretly diverting unreported cash from the Plaza Extra Supermarket to Sixteen Plus as part of a money laundering effort. The following details of that effort are presented here as background information to the later predicate criminal acts and are not the subject of this Complaint.

Fathi Yusuf acted with Isam Yousuf, his nephew who lived on St. Martin, to launder in excess of \$4,000,000 in unreported, untaxed partnership funds to St. Martin from the Plaza Extra Supermarket operations -- so that they could then wire these funds back to a Sixteen Plus account at BNS in order for Sixteen Plus to use these 'laundered' funds to purchase the Land.

To accomplish this, Fathi Yusuf had large sums of cash delivered to Isam Yousuf in St. Martin, who thereafter deposited those funds into various accounts in St. Martin. Fathi Yusuf and Isam Yousuf then transferred the partnership's funds by wire to an account in the name of Sixteen Plus at BNS on St. Croix. The transfers (which exceeded \$4,000,000) to Sixteen Plus' account at BNS took place between February 13th and September 4th of 1997.

To further cover up the partnership source of these funds, as well as to try to shelter Isam Yousuf from exposure to criminal consequences from the effort to launder and use the cash from the partnership's supermarkets, Fathi Yusuf and Isam Yousuf agreed to create a sham note and mortgage for the transaction, naming Fathi Yusuf's young niece who lived in St. Martin, Manal Mohammad Yousef ("Manal Yousef"), as the sham mortgagee.

Fathi Yusuf explained the note and mortgage to his partner, Mohammad Hamed, as well as the various Hamed shareholders of Sixteen Plus as being a legitimate business transaction to protect the property, that Manal Yousef could and would never actually enforce the mortgage, and that Yusuf could get the note and mortgage discharged at any time.

To demonstrate the legitimacy of this arrangement to his partner, Fathi Yusuf stated to Mohamad Hamed and his son Waleed Hamed that all of the financials of the corporation, USVI tax filings and annual USVI corporate filings would **accurately reflect that the funds came from Hamed and Yusuf as the shareholders – and would not reflect the note and mortgage as a valid corporate debt – as further described below**. Thus, he explained, no USVI laws would be broken by making it appear that Manal Yousef had provided funds or was the holder of an enforceable claim.

Fathi Yusuf then caused a corporate resolution, sham note and mortgage in the amount of \$4,500,000 to be drafted by Sixteen Plus' counsel in favor of Manal Yousef, dated September 15, 1997, even though she had no such funds, and had never advanced any funds to Sixteen Plus -- as those funds came solely from the partnership and belonged 50/50 to the Hameds and Yusufs.

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

At Fathi Yusuf's direction, that sham note and mortgage in the amount of \$4,500,000 were then executed by Sixteen Plus in favor of Manal Yousef on September 15, 1997, even though the Land in question had actually not been purchased yet – and the amount transferred through St. Martin was only \$4 million.

On December 24, 1997, BNS finally was entitled to a conveyance of the Land from the Marshal of the Territorial (now Superior) Court of the Virgin Islands, as the rights of redemption in the foreclosure sale had expired.

As per the contract between them, instead of taking title, BNS assigned its right to this conveyance from the Marshal to Sixteen Plus. Sixteen Plus paid for this assignment with the funds from the partnership.

On February 22, 1999, Sixteen Plus finally received and recorded the deed to the Land. On that same day, Sixteen Plus also recorded the sham mortgage (as originally dated September 15, 1997) in favor of Manal Yousef.

The Money Laundering Charges-2003

In 2003, the Federal Government filed felony money laundering and tax evasion criminal charges against Fathi Yusuf and Isam Yousuf, among others.

The felony case included criminal charges related to the aforementioned laundering of funds by diversion from the partnership's Plaza Extra supermarkets to St. Martin to buy the Sixteen Plus Land. *That case and those criminal charges are not the subject of the CICO case here – or claimed as predicate acts.*

Pursuant to those charges, the Federal Government placed a lien against various real property owned by Fathi Yusuf's United Corporation as well as corporations also owned jointly by the Yusuf and Hamed families -- including the Land owned by Sixteen Plus.

The Government also identified the money laundering through St. Martin and the fact that \$500,000 in currency was deposited with funds from the supermarkets to make up the difference.

As part of its investigation and the charges, the FBI retrieved and documented the bank records from St. Martin showing the diversion of the \$4 million in funds from the

partnership's Plaza Extra Supermarkets to St. Martin -- and subsequent transfer of those laundered funds back to the bank account of Sixteen Plus in order to purchase this Land. It also documented the deposits of \$500,000 directly into the St. Croix account by the partnership.

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

Recognizing this substantial increase of 500% in value in less than 10 years, Fathi Yusuf began to try to figure out how to pocket these funds for himself.

In this regard, the Federal Government agreed that it would remove its lien and the Land could be sold – but **only** if the proceeds of any such sale were escrowed pending the outcome of the criminal case and not paid to Manal Yousef.

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

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

Fathi Yusuf could also have had Manal Yousef agree to an escrow of the sales proceeds while preserving her alleged mortgage rights, which would have allowed the sale to take place and fully protect the debt allegedly owed to her, but this would have necessarily involved her in the on-going criminal prosecution since the Land was actually purchased with laundered funds, so such a request was never made. Indeed, once the funds were escrowed, Fathi Yusuf would lose his opportunity to keep the funds for himself pursuant to his Plan.

As such, Sixteen Plus lost then, and is continues to lose the benefit of such sales at the highest and best amount because of Fathi Yusuf's insistence that the sham mortgage be paid upon the sale of the property -- which payment the Federal Government refused to allow.

By May of 2010 it was clear that a settlement and plea would eventually be reached in the criminal action.

In May of 2010, without the knowledge of the Hameds or disclosure of either their acts or the related documents, Defendants began to implement the *Hidden Plan to Convert the Increased Value and Usurp Corporate Opportunity by Criminal Acts and Conspiracy* (the "Hidden Plan") by first obtaining a "Real Estate Power of Attorney" from "Manal Mohammad Yousef Mohammad" **that gave Fathi Yusuf, personally, the power to do whatever he wished with the mortgage**, including releasing the mortgage or foreclosing on the Land for his own benefit, even though the Hamed family had actually paid 50% of the purchase price to buy the Land. The St. Martin Defendants were central to this effort to embezzle the Sixteen Plus funds.

This power of attorney Fathi Yusuf supplied and they had Manal Yousef sign, gave no rights or benefits to Sixteen Plus or the Hameds and thus usurped the corporate opportunity, despite the fact that Fathi Yusuf was an officer and director of the corporation, owing it fiduciary and statutory duties, as well as a shareholder.

Additionally, this undisclosed power of attorney specifically stated that Fathi Yusuf was given total power over what to do with the Land and foreclosure proceeds -- as he

was also released and indemnified as to all actions he might take in regard to his broad, personal power of attorney—which further demonstrated that the mortgage and note were a sham, as no bona fide lender gives a principal of the borrower a full power of attorney to discharge the debt without requiring payment.

Upon information and belief, the power of attorney was drawn up by a Virgin Islands lawyer retained by Fathi Yusuf and executed at the request and direction of the St. Martin Defendants by Manal Yousef on St. Martin..

The existence and purpose of this power of attorney were not disclosed to the Hameds – and they did not learn of it or the Hidden Plan until after Yusuf attempted to steal all of the assets of Sixteen Plus, like he did with the Plaza Extra Supermarkets partnership in 2012 – all of which occurred well within the period of the statute of limitations applicable here.

That execution of the undisclosed, exclusive power of attorney in favor of Fathi Yusuf personally was orchestrated by Isam Yousuf in furtherance of the Plan with Fathi Yusuf to steal half of the value of the Land, then in excess of \$25 million, from Sixteen Plus and the Hamed shareholders.

The Defendants planned to use the sham mortgage to allow Fathi Yusuf to foreclose of the Land *for his own personal benefit*, and to thus deny Sixteen Plus the value of the Land.

In 2013, the Federal Government reached a settlement in the criminal case, which included *inter alia* a lump sum \$10 million payment of taxes to the Government of the Virgin Islands for previously unreported income from the Plaza Extra Supermarkets.

In addition to this large payment for back taxes, a fine in excess of \$1,000,000 was also paid to the Government, along with a plea of guilty to the pending felony charge of tax evasion by the corporate defendant, United Corporation, which subsequently was determined to be Yusuf's agent for the partnership.

As a result of the plea and settlement, the Federal Government removed its lien on the Land. Also, Fathi Yusuf, Waleed Hamed and several of the other defendants were given personal immunity from criminal prosecution for the acts of tax evasion and money laundering described above.

After the criminal case was dismissed, the Fathi Yusuf and the St. Martin Defendants, in furtherance of the Hidden Plan, arranged for counsel on St. Martin to send a demand to Sixteen Plus – for payment of the sham note and mortgage Sixteen Plus allegedly owed to Manal Yousef.

That St. Martin counsel did not disclose to Sixteen Plus or the Hameds that Fathi Yusuf was the person personally directing the demand.

A response was made to that demand by Hamed's counsel on behalf of Sixteen Plus, which was reduced to writing -- pointing out that the mortgage was not valid for the reasons stated herein. That writing also specifically stated that St. Martin counsel was acting improperly in asserting he was representing Manal Yousef's interests rather than Fathi Yusuf's.

While counsel on St. Martin promised to get a response to that letter after discussing the matter with his real "client" he never did so, strongly indicating to the Hameds that he had never really been retained by Manal Yousef.

In furtherance of the Hidden Plan, Fathi Yusuf, in conjunction with the other Defendants, committed multiple criminal acts including conversion, attempted conversion, perjury, attempted perjury, wire and mail fraud, and others.

In 2016, Fathi Yusuf filed a civil lawsuit in the Superior Court as part of the Hidden Plan; seeking to dissolve Sixteen Plus in an attempt to, *inter alia*, dispose of the Land and trigger payment of the sham mortgage.

In the course of that litigation, Fathi Yusuf was required to produce all documents he had exchanged with Manal Yousef, including any powers of attorney.

When Fathi Yusuf did supply what he represented to be all such documents on July 26, 2016, the power of attorney was not disclosed.

Hamed's counsel wrote to Yusuf's counsel pursuant to Fed. R. Civ. P. 34 and 37, specifically asking for verification under the Rules that there was no such "power of attorney":

Stefan - I reviewed these new responses and there are still several deficiencies:
* * *

Supplemental Document Response #13-The documents you referenced as documents exchanged with Manal Yousef only include the deed, mortgage, mortgage note and certain wire transfers from someone else—**please confirm** there are no letters, faxes, emails, documents showing any interest payments to her (as alleged were made), **powers of attorney**, pre-mortgage negotiations or any other documents exchanges with your client and her or her agent. (Emphasis added.)

On August 5, 2016, Fathi Yusuf's counsel responded that he had initiated a "reasonable search" as to his client and his client's documents, and falsely represented – on behalf of Fathi Yusuf -- there was no such power of attorney..

Joel, . . . Here are my responses to your numbered paragraphs:

* * *

I stand by my statement in the supplemental Rule 34 response that **based on a reasonable search there are no other documents responsive to your request**. I believe that supplemental response to your request is sufficient under the Rules (and I thought from our meet and confer that is what you wanted), and that I am not under any duty to go into more detail. (Emphasis added.)

During the same Superior Court litigation, Fathi Yusuf was also required to answer an interrogatory about the note and mortgage on the Land. To falsely make it appear that Manal Yousef was a *bona fide* mortgagee, hide the undisclosed personal power of attorney and protect the Hidden Plan – Fathi Yusuf stated under oath as follows:

That Manal Yousef loaned the full \$4.5 million on September 15, 1997, for the purchase of the Land;

That Manal Yousef was paid three interest only payments on the mortgage between 1998 and 2000;

That Manal's last known address is 25 Gold Finch Road, Point Blanche. St. Martin, N.A.;

That he did not recall the last time he spoke with her;

That Manal Yousef had retained counsel in the Virgin Islands;

That he would not provide a phone number for Manal Yousef because she had counsel in the Virgin Islands.

All of the foregoing statements made by Fathi Yusuf in his interrogatory response are false, and were made in furtherance of the Hidden Plan to steal half of the value of the Land from Sixteen Plus and its shareholders, the Hameds, by a foreclosure -- as Fathi Yusuf committed perjury under oath before the Court in furtherance of the Plan when he made these statements.

Yusuf then filed a motion for a protective order to avoid providing Manal Yusuf's phone number, as a Sixteen Plus or Hamed discussion with Manal would disclose the power of attorney and the Plan to steal half of the value of the Land in a sham foreclosure.

After the Court denied Yusuf's motion and ordered Fathi Yusuf to provide the phone number of Manal Yousef, he then repeated the false statements above -- and **now** stated that he did not have her phone number despite his motion to protect that exact information -- but that she could be reached through her nephew, Jamil Yousef, although to date he has repeatedly refused to verify that response.

However, the location given by Fathi Yusuf as Manal Yousef's address is actually in the possession of and used by Isam Yousuf, which is where he and his son, Jamil Yousef, reside.

Yusuf knew, when he falsely certified to the contrary, that this was not the location where Manal Yousef resided.

The purpose of this false representation in response to the Court's Order being that the St. Martin Defendants had agreed to intercept any mail, service or other communications to Manal before she could receive them.

Indeed, when service of process in another pending Superior Court action was left at that address for Manal Yousef, Isam and Jamil Yousef intercepted the summons and contacted Fathi Yusuf to further the conspiracy to steal the land from Sixteen Plus, telling him about the suit instead.

Upon information and belief, Jamil Yousef then agreed to further participate in this fraudulent Plan by allowing Fathi Yusuf to provide his name to the Court as the alleged contact for Manal Yousef, to hide the truth -- promising to call Fathi Yusuf if he was contacted by anyone, so that her whereabouts would remain secret and she would not learn that "she" alone was allegedly going to get millions of dollars -- money which Fathi Yusuf was seeking.

Fathi Yusuf thereafter represented to the Superior Court, without the necessary identification of the true party in interest, that he had been contacted by Manal Yousef's "agent", when he knew in fact that it was he, Fathi Yusuf, who was directing the case and attempting to foreclose the sham mortgage under the undisclosed power of attorney -- for his own benefit.

During this time period, including in 2012, Fathi Yusuf personally arranged for and signed, under the penalty of perjury -- tax and other governmental filings showing that no outstanding obligations were due to Manal Yousef, and, to the contrary, that the \$4.5 million had been advanced by -- and was due to -- the shareholders, Hamed and Yusuf, as follows:

To conceal the Hidden Plan and deceive the other shareholders and officers of the corporation, Fathi Yusuf filed tax returns for Sixteen Plus during this time period, including 2012.

In those filings he, personally signed and swore under oath and penalty of perjury that the \$4.5 million held by Sixteen Plus was received from shareholders and due to them – and there was no loan or mortgage to a third person. *Id.*

This comported with his repeated representations to the Hameds intended to keep the Hidden Plan hidden.

To hide the Hidden Plan and deceive the other shareholders and officers of the corporation, Fathi Yusuf also prepared and filed annual corporate filings for Sixteen Plus during this time period, including 2012.

In those filings he stated that the \$4.5 million held by Sixteen Plus was received from shareholders and due to them – and was not a loan or mortgage to a third person.

This comported with representations to the Hameds.

In furtherance of this scheme, in 2013 Fathi Yusuf also created and requested Waleed Hamed sign an annual corporate filing that showed \$4.5 million due as a mortgage and loan and not money due to the Shareholders as had been reported for the prior 13 years. He also inserted his family members as the directors on the document, which he signed and proffered to Hamed.

Indeed, the Fathi Yusuf and the other Defendants were wrongfully attempting to hide the fact that Fathi Yusuf was the real plaintiff in interest – and that Manal Yousef had not personally contacted counsel in the USVI to represent her alleged interests.

To further this Plan, Fathi Yusuf retained USVI counsel to represent him “acting” as Manal Yousef -- and then represented to the USVI Court that Manal Yousef had retained USVI counsel, when she had not in fact done so. He did not disclose that the suit was actually being brought by him, that he was the true party in interest, or the existence of the wrongfully undisclosed power of attorney.

Notwithstanding all of these facts being disclosed to Yusuf, he has not recanted any of his false statements or filings -- and continues to pursue his Plan to steal the real property at Diamond Keturah from Sixteen Plus without any payment to the company or its shareholders, as he continues to try to divert all such funds through Manal Yousef, which funds he will then take back for himself with a share to Defendants for their assistance.

RFPD 5: Any and all documents which pertain to and/or support your contention that your CICO claim against Manal Yousef is not barred because the alleged group in association of which you complain constitutes an enterprise under CICO.

RESPONSE:

The factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 6: Any and all documents which pertain to and/or support your contention that Manal Yousef's activity and/or conduct at issue constituted an enterprise under CICO.

RESPONSE:

This is very similar to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 7: Any and all documents which pertain to and/or support your contention that Manal Yousef engaged in a pattern of criminal activity involving multiple acts of mail and/or wire fraud in connection with the activity and/or conduct that is at issue in this case.

RESPONSE:

Those criminal acts being a subset of the CICO claim, the responses are as well. This is very similar to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 8: Any and all documents which pertain to and/or support your contention that Manal Yousef fraudulently induced you or Sixteen Plus Corporation to contract for a loan between Manal Yousef and Sixteen Plus Corporation or to part with money or property that is at issue in this case.

RESPONSE:

Those criminal acts being a subset of the CICO claim, the responses are as well. This is very similar to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 9: Any and all documents which pertain to and/or support your contention that Manal Yousef fraudulently appropriated your or Sixteen Plus Corporation's property that is at issue in this case.

RESPONSE:

Those criminal acts being a subset of the CICO claim, the responses are as well. This is very similar to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 10: Any and all documents which pertain to and/or support your contention that you detrimentally relied on the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct of Manal Yousef that is at issue in this case.

RESPONSE:

Those criminal acts being a subset of the CICO claim, the responses are as well. This is very similar to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 11: Any and all documents which pertain to and/or support your contention that you suffered and/or incurred injuries and/or damages to yourself, to business and/or to property, broken down for each of your claims, in connection with the alleged fraud, embezzlement or CICO-prohibited activity and/or conduct that is at issue in this case.

RESPONSE:

The sole contention that Sixteen Plus Corporation suffered and/or incurred injuries and/or damages lies with the attempt to foreclose on the property by use of a sham note and mortgage – thus the only damages to date are the costs of litigation. All additional damages or injuries would be occasioned by such a foreclosure and have not occurred yet. Thus, there are no documents responsive to this inquiry yet.

RFPD 12: Any and all documents which pertain to and/or support your contention that Manal Yousef acted at the direction or request and under the control of Isam Yousuf, Jamil Yousuf, or Fathi Yusuf.

RESPONSE:

Object on the grounds this is repetitive and has already been answered. Subject to that objection, those acts being a subset of those alleged in the CICO claim, the responses and documents have been provided in response to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 13: Any and all documents which pertain to and/or support your contention that Fathi Yusuf, Isam Yousuf, or Jamil Yousuf was an agent of Manal Yousef.

RESPONSE:

Object on the grounds this is repetitive and has already been answered. Subject to that objection, those acts being a subset of those alleged in the CICO claim, the responses and documents have been provided in response to RFPD 5. Thus, the factual predicate of the CICO charge are set forth in response to the RFPD #4. The documents are described therein, and are attached in Exhibit A.

RFPD 14: Produce all documents that support or otherwise refer or relate to the Affirmative Defenses portion of Sixteen Plus Corporation's Answer to Complaint.

RESPONSE:

A description of the factual predicate for the affirmative defenses are sent forth in response to the parallel interrogatories. The documents related thereto are provided in Exhibit A.

RFPD 15: Produce all photographs, audiotape, videotape, electronic documents, e-mail and attachments, electronic recordings and/or other documents in your possession that relate to the allegations and defenses set forth in the pleadings.

RESPONSE:

Sixteen Plus has no photographs, electronic recordings, audiotape, or videotapes, All non-privileged electronic documents, e-mail and attachments have been printed out in PDF format and are included in Exhibit A.

RFPD 16: Produce all non-privileged written or recorded statements from any party(s) or person(s) that in any way relate to the claims and defenses set forth in the pleadings.

RESPONSE:

Object as duplicative of #15. However, Sixteen Plus has no photographs, electronic recordings, audiotape, or videotapes, All non-privileged electronic

documents, e-mail and attachments have been printed out in PDF format and are included in Exhibit A.

RFPD 17: Produce all documents, communications or contacts between you and any party or other person that discusses or in any other way relates to the issues raised in this litigation regardless of whether such communication or contacts was initiated by you or by such other party or person including, but not limited to, any person in Sint Maarten/St. Martin relating to United Corporation, Plaza Extra Supermarket stores, Sixteen Plus Corporation, Manal Yousef, Isam Yousuf, Jamil Yousuf, Fathi Yusuf or Manal Yousef's loan to Sixteen Plus Corporation since 1996.

RESPONSE:

Object as duplicative of #15. However, Sixteen Plus has no photographs, electronic recordings, audiotape, or videotapes, All non-privileged electronic documents, e-mail and attachments have been printed out in PDF format and are included in Exhibit A.

RFPD 18: All of your financial documents since 1996 relating to matters raised in the pleadings, including but not limited to documents pertaining to or consisting of:

- (a) all canceled checks, check registers, check stubs, bank statements, records of transactions, and reconciliation statements for all savings, checking, certificate of deposit, or brokerage accounts and records from other financial institutions including those showing debts owed by Sixteen Plus Corporation and moneys paid to Manal Yousef;
- (b) copies of all federal and state individual income tax returns, with all schedules and attachments thereto filed since 1997 or an authorization (Internal Revenue Service Form 4506) signed by you to secure copies of Sixteen Plus Corporation's tax returns since 1997;
- (c) all documents relating to or reflecting debts or obligations owed to any creditor including Manal Yousef;
- (d) all deposit receipts, escrow instructions, escrow closing statements, and title insurance policies regarding any real property in which you have or have had any interest;
- (e) all other writings or documents, including appraisals or insurance policies, in which you have a present or potential future beneficial interest of any kind, and assessed value or property tax statements, which are pertinent to your assets, debts and liabilities, and income;
- (f) all financial statements, statements of net worth, or loan applications given by you to any financial institution or any other creditor or prospective lender;

- (g) all relevant books, records, financial statements, balance sheets, profit and loss statements, journal ledgers, and annual reports;
- (h) all correspondence with bookkeepers, accountants, or auditor regarding your operations and financial condition; and
- (i) all documents related to any financial loss or liability by you including without limitation all documents consisting of or relating to:
 - (1) unsatisfactory past loans,
 - (2) any filing for bankruptcy or any document discussing or considering it, and
 - (3) any cessation of your work or business.

RESPONSE:

Object as being duplicative. All such items have been supplied in responses above, as follows:

- (a) all canceled checks, check registers, check stubs, bank statements, records of transactions, and reconciliation statements for all savings, checking, certificate of deposit, or brokerage accounts and records from other financial institutions including those showing debts owed by Sixteen Plus Corporation and moneys paid to Manal Yousef; provided in response to inquires above as part of attached Exhibit A.
- (b) copies of all federal and state individual income tax returns, with all schedules and attachments thereto filed since 1997 or an authorization (Internal Revenue Service Form 4506) signed by you to secure copies of Sixteen Plus Corporation's tax returns since 199; provided in response to inquires above as part of attached Exhibit A.
- (c) all documents relating to or reflecting debts or obligations owed to any creditor including Manal Yousef; provided in response to inquires above as part of attached Exhibit A.
- (d) all deposit receipts, escrow instructions, escrow closing statements, and title insurance policies regarding any real property in which you have or have had any interest; provided in response to inquires above as part of attached Exhibit A.
- (e) all other writings or documents, including appraisals or insurance policies, in which you have a present or potential future beneficial interest of any kind, and assessed value or property tax statements, which are pertinent to your assets, debts and liabilities, and income; provided in response to inquires above as part of attached Exhibit A.
- (f) all financial statements, statements of net worth, or loan applications given by you to any financial institution or any other creditor or prospective

lender; provided in response to inquires above as part of attached Exhibit A.

(g) all relevant books, records, financial statements, balance sheets, profit and loss statements, journal ledgers, and annual reports; provided in response to inquires above as part of attached Exhibit A.

(h) all correspondence with bookkeepers, accountants, or auditor regarding your operations and financial condition; provided in response to inquires above as part of attached Exhibit A.

(i) all documents related to any financial loss or liability by you including without limitation all documents consisting of or relating to:

(1) unsatisfactory past loans,

(2) any filing for bankruptcy or any document discussing or considering it, and

(3) any cessation of your work or business; provided in response to inquires above as part of attached Exhibit A.

RFPD 19: Produce all demands for payments made by Manal Yousef upon Sixteen Plus Corporation to pay the Promissory Note (Exhibit A) and First Priority Mortgage (Exhibit B).

RESPONSE:

Provided in response to inquires above as part of attached Exhibit A.

RFPD 20: Produce all documents detailing your contentions that you did not breach or default on the terms and conditions of the note and mortgage including, but not limited to, payment of the principal and interest due according to the terms of the promissory note and mortgage.

RESPONSE:

Provided in response to inquires above as part of attached Exhibit A.

RFPD 21: Produce all documents relating to the transactions alleged in the pleadings not otherwise called for by this document production request including documents generated by you that discuss or in any other way relate to the issues raised in this litigation.

RESPONSE:

There are none.

RFPD 22: Produce all documents relating to any involvement, plan, or scheme to help Fathi Yusuf or all documents referencing Manal Yousef, Isam Yousuf or Jamil Yousuf acted in concert with Fathi Yusuf to deprive you of the assets of Sixteen Plus Corporation including the value of the Diamond Keturah property.

RESPONSE:

Object as duplicative. Subject to that objection, all such documents have been provided on Exhibit A.

RFPD 23: Any and all documents which may or will be used as an exhibit at trial or any evidentiary hearing in this matter.

RESPONSE:

Defendant has not made final determinations. However, All such documents known as potential exhibits have been provided on Exhibit A.

RFPD 24: Any and all documents which have been provided to any expert witness or lay witness who may or will be called to testify on your behalf at a trial or evidentiary hearing in this matter.

RESPONSE:

No such documents have been so provided to date.

RFPD 25: Any and all documents received from any person who may or will be called as an expert or lay witness at trial or at any evidentiary hearing.

RESPONSE:

No such documents have been so received to date.

Dated: August 3, 2022

/s/ Joel H. Holt

Joel H. Holt, Esq. (Bar # 6)

Counsel for Sixteen Plus, Inc.

Law Offices of Joel H. Holt

2132 Company Street,

Christiansted, VI 00820

Email: holtvi@aol.com

T: (340) 773-8709/ F (340) 773-8677

Carl J. Hartmann III, Esq. (Bar # 48)

Co-Counsel for Sixteen Plus, Inc.

2940 Brookwind Drive

Holland, MI 49424

Email: carl@carlhartmann.com

Phone: 340-642-4422

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of August, 2022, I served a copy of the foregoing by hand delivery and email, as agreed by the parties,

James Hymes VI, Esq.

Counsel for Plaintiff/Counterclaim Defendant Manal Yousef

LAW OFFICES OF JAMES L. HYMES, III, P.C.

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Tel: (340) 776-3470/Fax: (340) 775-3300

jim@hymeslawvi.com

rauna@hymeslawvi.com

/s/ Joel H. Holt