

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

**HISHAM HAMED, individually, and  
derivatively, on behalf of SIXTEEN PLUS  
CORPORATION,**

*Plaintiff,*

v.

**FATHI YUSUF, ISAM YOUSUF and  
JAMIL YOUSEF**

*Defendants,*

and

**SIXTEEN PLUS CORPORATION,**

*a nominal Defendant.*

**Case No.: 2016-SX-CV-650**

**DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES  
AND CICO RELIEF**

**JURY TRIAL DEMANDED**

**REQUEST FOR A RULING**

Judge Meade just recused himself from the following three cases that were then all reassigned to The Honorable Judge Brady:

2016-SX-CV-650    *Hisham Hamed et. al. v. Fathi Yusuv, et. al.*

2016-SX-CV-65    *Sixteen Plus Corporation v. Manal Yousef*

2017-SX-CV-342    *Manal Yousef v. Sixteen Plus Corporation*

Two of these cases were previously consolidated by Judge Willocks when those two cases were assigned to him:

2016-SX-CV-65    *Sixteen Plus Corporation v. Manal Yousef*

2017-SX-CV-342    *Manal Yousef v. Sixteen Plus Corporation*

The two separate cases (#650) and (#65 and #342) now have identical scheduling orders in place.

There is a fully briefed motion to consolidate all three. The motion, opposition and reply are attached as Exhibits A, B and C.

As there are common issues being addressed in discovery in these cases, it is respectfully requested that this Court rule on the pending motion to consolidate. A proposed order is attached.

**Dated:** September 7, 2022

/s/ Joel Holt

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

*Counsel for Plaintiffs*

Law Offices of Joel H. Holt

2132 Company Street,

Christiansted, VI 00820

Email: holtvi@aol.com

Tele: (340) 773-8709

Fax: (340) 773-8677

**Carl J. Hartmann III, Esq.**

*Co-Counsel for Plaintiffs*

2940 Brookwind Drive

Holland, MI 49424

Email: carl@carlhartmann.com

Phone: 340-642-4422

### **CERTIFICATE OF SERVICE**

I hereby certify that this document that on this September 7, 2022, I served a copy of the foregoing by mail and email, as agreed by the parties, on:

**Stefan Herpel, Esq.**

**Charlotte Perrell, Esq.**

Law House, 10000 Frederiksberg Gade

P.O. Box 756

St. Thomas, VI 00804-0756

Tel: (340) 774-4422

**James L. Hymes, III, Esq.**

V.I. Bar No. 264

P.O. Box 990

St. Thomas, VI 00804-0990

Tel: (340) 776-3470

/s/ Joel Holt

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

HISHAM HAMED, individually, and  
derivatively, on behalf of SIXTEEN PLUS  
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*Plaintiff,*

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FATHI YUSUF, ISAM YOUSUF and  
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*Defendants,*

and

SIXTEEN PLUS CORPORATION,

*a nominal Defendant.*

Case No.: 2016-SX-CV-650

DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES  
AND CICO RELIEF

JURY TRIAL DEMANDED

**EXHIBIT**

A - Mot for Ruling

**PLAINTIFF'S MOTION TO CONSOLIDATE**

**I. Introduction**

Three cases involving the identical land, mortgage and transactions were pending before three different Judges of the Superior Court.

2016-SX-CV-650 Before this Court (Judge Meade)

2016-ST-CV-65 Initially before Judge Willocks

2017-SX-CV-342 Initially before Judge Brady

On December 17, 2018, Judge Willocks consolidated his case (#65) with Judge Brady's case (#342), and then transferred the case to Judge Meade. See **Exhibit 1**.

Hamed, the Plaintiff in this case (#650), hereby moves this Court (Meade, J.) to complete this process by consolidating the other two consolidated cases (#65 and #342) into this "#650" case.

### **Argument**

On February 12, 2016, a USVI Corporation, Sixteen Plus, filed an action against an individual who holds a Note and Mortgage (Manal) to property owned by the corporation (Diamond Keturah). The action seeks to set aside the mortgage for lack of consideration and fraud. See **Exhibit 2**, Complaint in 16-CV-65.

On October 31, 2016, the complaint in this derivative case was filed against three individuals who assisted the mortgage holder Manal in committing the alleged fraud. See **Exhibit 3**, Complaint in 16-CV-650.

On March 29, 2017, Defendant Manal filed a counterclaim in the 16-CV-65 action seeking to foreclose on the Note and Mortgage. She then filed her own direct foreclosure action in a new complaint on August 31, 2017. See **Exhibit 4**, Complaint in 17-CV-342. This case has now been consolidated with the initial derivative action case (#65), which also has a pending counterclaim for foreclosure, as noted.

Thus, as all three cases are related and all are now assigned to Judge Meade, it is respectfully submitted that all three be consolidated into one case. A proposed Order is attached.

**Dated:** January 2, 2019



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**Joel H. Holt, Esq. (Bar #6)**  
*Counsel for Plaintiff*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: [holtvi@aol.com](mailto:holtvi@aol.com)

**Carl J. Hartmann III, Esq (Bar #48)**  
*Co-Counsel for Plaintiff*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com  
T: (340) 642-4422/F: (212) 202-3733

**CERTIFICATE OF SERVICE**

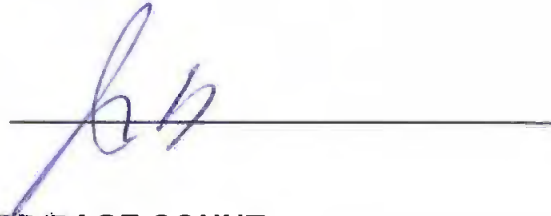
I hereby certify that on this 2<sup>nd</sup> day of January, 2019, I served a copy of the foregoing by email (via CaseAnywhere), as agreed by the parties, on:

**James Hymes, Esq.**  
Law Offices of James L. Hymes, III, P.C.  
P.O. Box 990  
St. Thomas, VI 00804-0990  
jim@hymeslawvi.com

**Mark W. Eckard**  
Hamm, Eckard, LLP  
5030 Anchor Way  
Christiansted, VI 00820  
mark@markeckard.com

**Gregory H. Hodges**  
**Charlotte Perrell**  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00802  
ghodges@dtflaw.com

**Jeffrey B. C. Moorhead**  
CRT Brow Building  
1132 King Street, Suite 3  
Christiansted, VI 00820  
jeffreymlaw@yahoo.com



**CERTIFICATE OF WORD/PAGE COUNT**

This document complies with the page or word limitation set forth in Rule 6-1 (e).



# EXHIBIT 1

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

SIXTEEN PLUS CORPORATION **Plaintiff** )  
)  
)  
)  
vs )  
)  
MANAL MOHAMMED YOUSEF )  
)  
)  
**Defendant**

CASE NO. SX-16-CV-0000065

ACTION FOR: DECLARATORY  
JUDGMENT

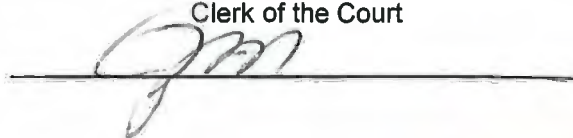
**NOTICE OF ENTRY OF  
ORDER GRANTING  
CONSOLIDATION AND  
JUDGE REASSIGNMENT**

TO: ✓ JOEL H. HOLT, ESQ.  
JAMES HYMES, ESQ.  
MARK ECKARD, ESQ.  
GREGORY HODGES, ESQ.  
STEPHEN HERPEL, ESQ.  
LISA KOMIVES, ESQ.

Please take notice that on December 17, 2018 a(n) ORDER GRANTING  
CONSOLIDATION AND JUDGE REASSIGNMENT dated December 17, 2018  
was entered by the Clerk in the above-entitled matter.

Dated: December 17, 2018

Estrella H. George  
Clerk of the Court



JANEEN MARANDA  
COURT CLERK II



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

SIXTEEN PLUS CORPORATION, ,

Plaintiff/Counterclaim Defendant,

v.

MANAL MOHAMMAD YOUSEF

Defendant/Counterclaim Plaintiff

CIVIL NO. ST-16-CV- 0065

**ACTION FOR  
DECLARATORY JUDGMENT**

JURY TRIAL DEMANDED

MANAL MOHAMMAD YOUSEF a/k/a  
MANAL MOHAMAD YOUSEF,

Plaintiff,

v.

SIXTEEN PLUS CORPORATION,

Defendant.

CIVIL NO. SX-17-CV- 342

**ACTION FOR DEBT AND  
FORECLOSURE**

**COUNTERCLAIM FOR  
DAMAGES**

**JURY TRIAL DEMANDED**

SIXTEEN PLUS CORPORATION,

Counterclaim Plaintiff,

v.

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

Counterclaim Defendants.

**ORDER RE CONSOLIDATION**



This matter is before the Court on Plaintiff's Motion to Consolidate the above tow matters. Thus, upon consideration of the matters before the Court, it is hereby

**ORDERED THAT THE MOTION FOR CONSOLIDATION IS GRANTED and this matter is hereby assigned to the Honorable Judge** James Meade

Dated: Dec. 17, 2018

David W. L. [Signature]  
Judge, Superior Court

ATTEST: ESTRELLA GEORGE  
Clerk of Court

By: [Signature]  
Deputy Clerk II 12/17/18

Dist: Joel H. Holt, James Hymes, Mark Eckard, Gregory Hodges, Stephen Herpel, Lisa Komives

CERTIFIED A TRUE COPY

DATE: 12/17/18  
ESTRELLA H. GEORGE  
CLERK OF THE COURT  
BY: [Signature]  
COURT CLERK II

# EXHIBIT 2

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

SIXTEEN PLUS CORPORATION, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 MANAL MOHAMMAD YOUSEF, )  
 )  
 Defendant. )

Civil No. SX-15-CV- 65  
16 FEB 12 12:54  
ACTION FOR  
DECLARATORY JUDGMENT

COPY

**COMPLAINT**

Sixteen Plus Corporation ("Plaintiff"), by and through its undersigned counsel, files this Complaint against Defendant Manal Mohammad Yousef ("Defendant") and states as follows:

**PRELIMINARY STATEMENT**

1. Plaintiff seeks judgment declaring a mortgage to be null, void and unenforceable for lack of consideration.

**PARTIES**

2. Plaintiff is a Virgin Islands corporation in good standing.  
3. Defendant is an adult individual who, upon information and belief, is a citizen of St. Maarten.

**JURISDICTION; VENUE; STATUTORY PREDICATE FOR RELIEF**

4. The Court has *in personam* jurisdiction over Defendant pursuant to 5 V.I.C. § 4903(5) because Defendant purports to have an interest (specifically, a security interest pursuant to a purported mortgage) in real property located within the Territory of the United States Virgin Islands.

5. Venue of this Action is appropriate in the Division of St. Croix because the real property against which the invalid mortgage is recorded is located on the island of St. Croix.



6. Plaintiff seeks relief herein pursuant to Chapter 89 of Title 5 of the Virgin Islands Code.

**FACTUAL BACKGROUND**

7. Plaintiff is the fee simple owner of the following described real property (collectively, the "Property"):

Parcel No. 8, Estate Cane Garden, consisting of approximately 2.6171 U.S. Acres;

Remainder no. 46A, Estate Cane Garden, consisting of approximately 7.6460 U.S. Acres;

Parcel No. 10, Estate Cane Garden, consisting of approximately 2.0867 U.S. Acres;

Road Plot No. 11, Estate Cane Garden, consisting of approximately 0.868 U.S. Acres;

Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Minde, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all consisting of approximately 42.3095 U.S. Acres;

Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres;

Parcel No. 9 Estate Cane Garden, consisting of approximately 11.9965 U.S. Acres;

Remainder Matr. 32A, Estate Granard, consisting of approximately 41.0736 U.S. Acres;

Parcel No. 40, Estate Granard, consisting of approximately 14.9507 U.S. Acres;

Remainder Matr. No. 31, Estate Diamond, consisting of approximately 74.4220 U.S. Acres;

Parcel No. 4, Estate Diamond, consisting of approximately 5.8662 U.S. Acres;

Parcel No. 1, Estate Diamond, consisting of approximately 61.2358 U.S. Acres;

Parcel No. 3, Estate Diamond, consisting of approximately 6.9368 U.S. Acres;

Parcel No. 2, Estate Diamond, consisting of approximately 6.5484 U.S. Acres;

Road Plot No. 12, Estate Cane Garden, consisting of approximately 0.4252 U.S. Acres;

Road Plot No. 41, Estate Granard, consisting of approximately 0.4255 U.S. Acres; and

Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.

8. On September 15, 1997, Plaintiff executed a mortgage on the Property to Defendant in the amount of \$4,500,000 (the "Mortgage").
9. Defendant did not have any funds to advance for the Mortgage.
10. Defendant simply agreed for her name to be used as a "straw" mortgagee, without any consideration given by her in exchange for the Mortgage.
11. The Mortgage was signed well over a year before the Property was purchased.
12. Defendant did not advance any funds or other consideration of any kind whatsoever to Plaintiff as consideration for the mortgage.
13. The Mortgage is unenforceable because Defendant did not give any consideration to Plaintiff in exchange for the Mortgage.

**COUNT FOR RELIEF**

14. Plaintiff incorporates each and every of the foregoing allegations as though fully set forth herein.
15. Plaintiff is a person interested under the Mortgage, which constitutes a contract, as contemplated in 5 V.I.C. § 1262.

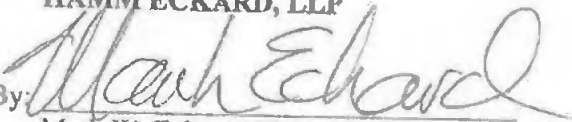
16. Plaintiff is entitled to declaratory judgment declaring the Mortgage to be null, void and unenforceable.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in favor of Plaintiff and against Defendant: (i) declaring the Mortgage to be null, void and unenforceable; (ii) granting to Plaintiff such other and further legal and/or equitable relief as is just and proper; and (iii) granting to Plaintiff its attorneys' fees and costs incurred in connection with this Action.

**PLAINTIFF DEMANDS TRIAL BY JURY**

Respectfully submitted,

**HAMMECKARD, LLP**

By: 

Mark W. Eckard (VI Bar No. 1051)  
5030 Anchor Way, Suite 13  
Christiansted, VI 00820-4692  
Telephone: (340) 514-2690  
Facsimile: (855) 456-8784  
Email: [meckard@hammeckard.com](mailto:meckard@hammeckard.com)

Counsel to Sixteen Plus Corporation

Dated: February 9, 2016

# EXHIBIT 3

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

HISHAM HAMED, derivatively, on behalf  
of SIXTEEN PLUS CORPORATION,

*Plaintiff,*

v.

FATHI YUSUF, ISAM YOUSUF and  
JAMIL YOUSEF

*Defendants,*

and

SIXTEEN PLUS CORPORATION,

*a nominal defendant.*

Case No.: 2016-ST-CV-650

DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES  
AND CICO RELIEF

JURY TRIAL DEMANDED

**VERIFIED COMPLAINT**

The Plaintiff, by counsel, hereby alleges as the basis of his Verified Complaint against the Defendants as follows:

**JURISDICTION AND PARTIES**

1. This Court has jurisdiction pursuant to 4 V.I.C. §76 and 14 V.I.C. §607.
2. Plaintiff Hisham Hamed, ("Hamed") is an adult resident of St. Croix and is an owner of stock in nominal defendant Sixteen Plus Corporation ("Sixteen Plus").
3. Defendant Fathi Yusuf is an adult resident of St. Croix who was (and still is) a shareholder, officer and director of Sixteen Plus at all times relative hereto.
4. The Defendant Isam Yousuf is an adult resident of St. Martin and has been at all times relative hereto.





5. The Defendant Jamil Yousef is an adult resident of St. Martin and has been at all times relative hereto.
6. The Plaintiff brings this shareholder's derivative action on behalf of Sixteen Plus Corporation ("Sixteen Plus"), a Virgin Islands corporation that was formed in February of 1997, which is joined as a nominal defendant, as the cause of action belongs to the corporation, but its Board of Directors is such that the Board cannot be reasonably expected to bring suit in the name of the corporation.
7. The Plaintiff was (and still is) a shareholder of Sixteen Plus at all times relative hereto, as he was an initial shareholder when the corporation was formed and has continuously remained a shareholder during all times relevant.
8. The Plaintiff has standing to bring this suit pursuant to Rule 23.1 of the Federal Rules of Civil Procedure, which is applicable to this cause of action.
9. The Board of Directors of Sixteen Plus currently consists of two directors, Fathi Yusuf, a named defendant, and Waleed Hamed.
10. Fathi Yusuf and Waleed Hamed and their families are in intractable litigation in several other matters. Both have acknowledged this to be the case, and have filed papers in other proceedings before the Superior Court attesting to this. Moreover, the Superior Court (Willocks, J.) has entered an Order stating that the Hamed and Yusuf families could file a derivative action as to another jointly controlled corporation for the same reason.
11. Thus, Plaintiff has not made a demand on the Board of Directors, as it would be futile to make a demand on them to bring this suit on behalf of Sixteen Plus. As was true in the same situation before Judge Willocks, there would be no

reasonable expectation that Fathi Yusuf would agree to have Sixteen Plus sue him for embezzlement, fraud and a violation of Section 605 of Title 14 of the Virgin Islands Code

### **FACTS**

12. 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.
13. 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.
14. At the time it was formed and at all times up to the present, all of Sixteen Plus' stock has been owned 50% by family members of Fathi Yusuf and 50% by family members of Mohammad Hamed.
15. At the time Sixteen Plus was formed, Fathi Yusuf and Mohammad Hamed were 50/50 partners in a grocery business known as Plaza Extra Supermarkets.
16. 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 store they owned -- which they did as described below.
17. Yusuf, acting for the partners, then undertook the business arrangements regarding the purchase of the Land.
18. Yusuf made these business arrangements as to the purchase of the Land on behalf of the partnership rather than involving 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.*")

19. 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.
20. However, Fathi Yusuf did not want either the Government of the Virgin Islands or BNS to know the 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 criminal money laundering effort.
21. As such, Fathi Yusuf conspired 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.
22. 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 13<sup>th</sup> and September 4<sup>th</sup> of 1997.

23. 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 niece who lived in St. Martin, Manal Mohammad Yousef ("Manal Yousef"), as the sham mortgagee.
24. 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 business transaction to protect the property, that Manal Yousef could never actually enforce the mortgage, and that he could get it discharged at any time.
25. Fathi Yusuf then caused a 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 belonged 50/50 to the Hameds and Yusufs.
26. 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.

27. On December 24, 1997, BNS finally was entitled to a conveyance of the Land from the Marshal of the Territorial (now Superior) Court, as the rights of redemption in the foreclosure sale had expired.
28. 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.
29. On February 22, 1998, Sixteen Plus finally received and recorded the deed to the Land. On that same day, Sixteen Plus also recorded the sham mortgage (dated September 15, 1997) in favor of Manal Yousef.
30. In 2003, the Federal Government filed felony money laundering and tax evasion criminal charges against Fathi Yusuf and Isam Yousuf, among others.
31. 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.
32. 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.
33. As part of its investigation and the charges, the FBI retrieved the bank records from St. Martin showing the diversion of the 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.

34. 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.
35. Recognizing this substantial increase of 500% in value in less than 10 years, Fathi Yusuf tried to figure out how to pocket these funds for himself.
36. 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.
37. Contrary to the best interests of Sixteen Plus and its shareholders, Fathi Yusuf initiated a plan (the "Plan") to embezzle from and defraud Sixteen Plus of the value of the Land, rejecting the offers for the Land unless the sham Manal Yousef note and mortgage were paid so he could then get sole control of these funds.
38. The Federal Government refused to agree to the request that the Manal Yousef mortgage be paid first, confirming its own doubts about the validity of this mortgage.
39. 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.

40. As such, Sixteen Plus lost the benefit of such sales 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.
41. By May of 2010 it was clear that a settlement and plea would eventually be reached in the criminal action.
42. In May of 2010, without the knowledge of the Hameds, Defendants took an additional step to further the Plan (the "Plan") to obtain 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% for the Land. See **Exhibit 1.**
43. This power of attorney gave no rights or benefits to Sixteen Plus, even though Fathi Yusuf was an officer and director to the corporation, as well as a shareholder.
44. Additionally, this undisclosed power of attorney specifically stated that Fathi Yusuf was effectively 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.

45. Upon information and belief, the power of attorney was drawn up by a Virgin Islands lawyer retained by Fathi Yusuf and executed by Manal Yousef on St. Martin.
46. 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.
47. 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.
48. 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.
49. 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, who subsequently was determined to be the partnership.
50. As a result of the plea and settlement, the Federal Government removed its lien on the Land. Also, Fathi Yusuf and several of the other defendants were given personal immunity from criminal prosecution for pre-2002 acts of tax evasion and money laundering.



51. After the criminal case was dismissed, the Defendants, in furtherance of the Plan, retained 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. See **Exhibit 2**.
52. That St. Martin counsel did not disclose to Sixteen Plus or the Hameds that Fathi Yusuf was the person personally directing the demand.
53. 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. See **Exhibit 3**.
54. While counsel on St. Martin promised to get a response to that letter after discussing the matter with his real "client" (see **Exhibit 4**), he never did so, strongly indicating to the Hameds that he had never really been retained by Manal Yousef.
55. In 2016, Fathi Yusuf filed a civil lawsuit in the Superior Court as part of the Plan; seeking to dissolve Sixteen Plus in an attempt to, inter alia, dispose of the Land and trigger payment of the sham mortgage.
56. 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.
57. When Fathi Yusuf did supply what he represented to be all such documents on July 26, 2016, the power of attorney was not disclosed.

58. Hamed's counsel wrote to Yusuf's counsel pursuant to Fed. R. Civ. P. 34 and 37 (**Exhibit 5**), 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:

\* \* \* \*

3) 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.)

59. 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 there was no such power of attorney. See **Exhibit 5**.

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.)

60. 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 Plan – Fathi Yusuf stated under oath as follows (See **Exhibit 6**):

- That Manal Yousef loaned \$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.

61. All of the foregoing statements made by Fathi Yusuf in his interrogatory response are false, and were made in furtherance of the 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 in furtherance of the Plan when he made these statements.

62. 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.

63. 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. See **Exhibit 7**.

64. 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.
65. Yusuf knew, when he falsely certified to the contrary, that this was not the location where Manal Yousef resided.
66. The purpose of this false representation in response to the Court's Order being that the Defendants planned to intercept any mail, service or other communications to Manal before she could receive them.
67. Indeed, when service of process in the another pending Superior Court action was left at that address for Manal Yousef, Isam and Jamil Yousef intercepted the summons and contacted Fathi Yusuf, telling him about the suit instead.
68. 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.
69. 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.

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

71. 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.

#### COUNT I

72. Plaintiff repeats and realleges all preceding paragraphs, which are incorporated herein by reference.

73. Section 605 of Title 14 of the Virgin Islands Code provides in part as follows:

(a) It is unlawful for any person employed by, or associated with, any enterprise, as that term is defined herein, to conduct or participate in, directly or indirectly, the affairs of the enterprise through a pattern of criminal activity.

(b) It is unlawful for any person, through a pattern of criminal activity, to acquire or maintain, directly or indirectly, any interest in, or control of, any enterprise or real property.

(c) It is unlawful for any person who has received any proceeds derived, directly or indirectly, from a pattern of criminal activity in which he participated as a principal, to use or invest, directly or indirectly, any part of the proceeds thereof, or any proceeds derived from the investment or use of any of those proceeds, in the acquisition of any title to, or any right, interest, or equity in, real property, or in the establishment or operation of any enterprise. . . .

74. Pursuant to 14 V.I.C. §607(a), any aggrieved party may institute civil proceedings against any persons to obtain relief from a violation of §605.

75. Sixteen Plus and its shareholders are such aggrieved parties, as the Defendants have acted in concert with one another in conspiring together to embezzle funds from and criminally defraud Sixteen Plus and its shareholders, which is expressly prohibited by 14 V.I.C. §834, causing damages to Sixteen Plus and its shareholders.
76. The Defendants conspired together to accomplish this goal by using unlawful means, including the use of knowingly false court filings in two different cases -- and perjured testimony in violation of 14 V.I.C. §1541 and §1548.
77. This enterprise of criminal activity included criminal activity as defined by Title 14, Chapter 41 (giving false statements), Chapter 75 (obstruction of justice) and Chapter 77 (perjury) as well as various wire fraud and other crimes.
78. Such conduct by the Defendants constitutes an enterprise of criminal activity as defined by Chapter 30 of Title 14 of the Virgin Islands Code, as the Defendants acted in concert as a group in association with one another in carrying out their goal of embezzling funds from and otherwise defrauding Sixteen Plus and its shareholders, with each of the named Defendants being a Principal in this enterprise.
79. This enterprise of criminal activity involved a continued pattern of related criminal acts, beginning in 2005 when the first offers to purchase the Land were received, continuing through their more recent actions following the release of the Federal lien, and up to the current date -- related to the goal of the enterprise, which consisted of multiple felonies during this time period. These were not isolated

acts, and were all done with the intent to embezzle from, defraud and otherwise injure Sixteen Plus.

80. Pursuant to 14 V.I.C. §605, it is unlawful for the Defendants to engage in such a criminal activity, as was done here.

81. Sixteen Plus has been injured by this enterprise of criminal activity, subjecting its real property to a sham mortgage in a present value in the millions of dollars and by loss of value from the time the Land could have been sold for peak value but for the enterprise.

82. As such, Sixteen Plus is entitled to all civil remedies permitted an aggrieved party by 14 V.I.C. § 607, **including statutory treble damages**, for all damages caused by Defendants' unlawful criminal enterprise.

## COUNT II

83. Plaintiff repeats and realleges all preceding paragraphs, which are incorporated herein by reference.

84. The actions of the Defendants were intentional, wanton, extreme and outrageous.

85. The actions of the Defendants were culpable and not justifiable under the circumstances.

86. The actions of the Defendants caused injury to Sixteen Plus.

87. As such, the Defendants are liable for said injuries suffered by Sixteen Plus as a result of their intentional and unjustifiable misconduct.

**WHEREFORE**, the Plaintiff seeks an award of compensatory damages, including treble damages where permitted by law, as well as consequential damages against the Defendants, jointly and severally, in an amount as determined by the trier of fact, along with any other relief ~~the~~ Court deems appropriate, including but not limited to punitive damages if warranted by the facts and applicable law.

**A TRIAL BY JURY IS DEMANDED AS TO ALL ISSUES**

**Dated:** October 31, 2016



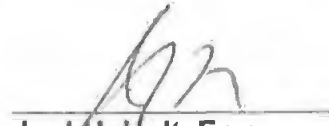
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**Joel H. Holt, Esq. (Bar # 6)**  
*Counsel for Plaintiff*  
Law Offices of Joel H. Holt  
2132 Company Street,  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709  
Fax: (340) 773-8677

**Carl J. Hartmann III, Esq.**  
*Co-Counsel for Plaintiff*  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
Email: carl@carlhartmann.com

Counsel hereby certifies that he has affixed his signature hereto pursuant to the requirements of 14 V.I.C. §607(d) and has sent a true copy to the Attorney General as required by § 607(f). See Exhibit 1.

**Dated:** October 31, 2016



---


**Joel H. Holt, Esq.**  
V.I. Bar No. 6  
Law Office of Joel H. Holt, P.C.  
Counsel for Plaintiff  
2132 Company Street  
Christiansted, VI 00820  
Email: holtvi@aol.com  
Tele: (340) 773-8709




**VERIFICATION**

I, Hisham Hamed, do hereby verify that I have carefully read the Complaint and that based upon reasonable inquiry, I believe that the Complaint comports with the requirements set forth in items (1) through (3) of 14 V.I.C. §607(d), which I have read.

**Dated:** October 31, 2015

  
\_\_\_\_\_  
**Hisham Hamed**

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 31<sup>st</sup> DAY  
OF OCTOBER, 2016

  
\_\_\_\_\_  
**NOTARY PUBLIC**  
NOTARY PUBLIC  
**JERRI FARRANTE**  
Commission Exp: September 3, 2019  
NP-93-15

# EXHIBIT 4

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

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

COMPLAINT

**COMES NOW** the plaintiff, Manal Mohamad Yousef, also known as Manal Mohammad Yousef, (hereinafter "**Yousef**"), through her undersigned attorney, James L. Hymes, III, and as and for her complaint to foreclose mortgage against the Sixteen Plus Corporation (hereinafter "**Sixteen Plus**"), respectfully shows to the Court and alleges:

1. This Court has jurisdiction over this matter pursuant to 4 V.I.C. § 76.
2. Venue is proper in this forum.
3. Yousef is a resident of Ramallah, West Bank, Palestine.
4. Sixteen Plus is a United States Virgin Islands corporation with its principal place of business in St. Croix, U.S. Virgin Islands.
5. On or about September 15, 1997, Sixteen Plus executed and delivered a Promissory Note (the "**Note**") in favor of the plaintiff Yousef in the principal sum of Four



Million Five Hundred Thousand Dollars (\$4,500,000.00) together with interest at eight percent (8%) per annum. A copy of the Note is marked as "**Exhibit A**", is attached hereto and is made a part hereof.

6. The repayment of the indebtedness under the Note is secured by a First Priority Mortgage dated the 15<sup>th</sup> day of September, 1997, in the amount of \$4,500,000.00, given by the defendant Sixteen Plus to the plaintiff Yousef which was recorded in the Office of the Recorder of Deeds for the District of St. Croix, U.S. Virgin Islands, on February 22, 1999, in Photocopy Book 679, at page 33, Document No. 768/1999. A copy of the First Priority Mortgage is marked as "**Exhibit B**", is attached hereto and made a part hereof.

7. The defendant Sixteen Plus executed a corporate acknowledgment on September 15, 1997, on both the Note and First Priority Mortgage executed by the Secretary of the defendant corporation attesting to the fact that both the note and mortgage document were properly signed by the President of the defendant corporation, Waleed Hamed, and that the First Priority Mortgage was signed and delivered by the corporation as its voluntary act. The corporate acknowledgment appears on the Note attached as Exhibit A and the First Priority Mortgage attached as Exhibit B.

8. The First Priority Mortgage covers the mortgaged premises described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings in Exhibit A to the First Priority Mortgage, and commonly known as the Estate Diamond Keturah located in St. Croix, U.S. Virgin Islands.

9. The defendant Sixteen Plus made three (3) payments of interest only in the amount of \$360,000.00 each in 1998, 1999, and 2000, but otherwise failed to comply with the terms and conditions of the Note and First Priority Mortgage (the “**loan documents**”), and is in default under those instruments, despite demand for payment for failing to pay principal and interest when due.

10. The three (3) interest only payments made by the defendant Sixteen Plus to the plaintiff Yousef in the amount of \$1,180,000.00, is an acknowledgment by Sixteen Plus of the validity of the Note and First Priority Mortgage executed by it, and the defendant Sixteen Plus is estopped to deny its obligation to make payment in full of all of the principal and interest due by it to the plaintiff as set forth therein.

11. The plaintiff Yousef, pursuant to the terms and conditions of the loan documents, has elected to declare the entire unpaid principal sum, and all accrued interest and late charges, due and payable

12. The plaintiff Yousef is entitled to be reimbursed from defendant Sixteen Plus for the costs and fees, including reasonable attorneys' fees, for being required to institute and prosecute this action.

**WHEREFORE**, the plaintiff Yousef respectfully requests that the Court enter judgment:

a) declaring that defendant has defaulted on the loan documents, thereby entitling the plaintiff to exercise all of the remedies provided for in those instruments;

b) declaring the outstanding unpaid debt due under the loan documents, including principal, interest, late charges, costs incurred by plaintiff in protecting her rights in the mortgaged premises, if any, including any payments made by her with respect to the mortgaged premises during the pendency of this action and prior to the foreclosure sale thereof, together with post judgment interest on the judgment amount;

c) against defendant Sixteen Plus, awarding plaintiff Yousef all unpaid principal and interest, due and payable to plaintiff Yousef as of the date of judgment, plus interest accruing thereafter at the legal rate until judgment is satisfied;

d) enforcing and foreclosing plaintiff Yousef's first priority lien on the mortgaged premises, determining the priority of liens in ordering the mortgaged premises to be sold in satisfaction of the total indebtedness to plaintiff Yousef, and foreclosing upon any and all junior liens or encumbrances of any nature recorded after the date of the mortgage herein;

e) against defendant Sixteen Plus for any deficiency that may remain due after such sale;

f) declaring that defendant Sixteen Plus, and all persons claiming from and under it, are barred and forever foreclosed of all right, title, lien, claim, and equity of redemption in and to the mortgaged premises subject only to the statutory right of redemption, except where waived and released;

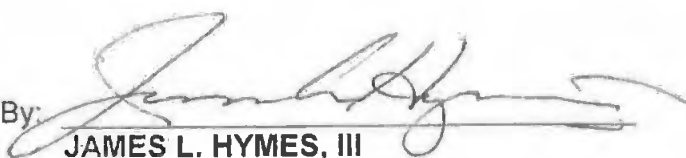
MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF vs. SIXTEEN PLUS CORPORATION  
SCVI/STX Civil No. SX-17-CV-\_\_\_\_\_  
COMPLAINT

- g) granting possession of the mortgaged premises to plaintiff Yousef, or the purchaser at the foreclosure sale against defendant, or anyone holding under defendant;
- h) appointing a receiver, if one is sought by plaintiff Yousef, to manage the mortgaged premises pending resolution of this foreclosure;
- i) awarding plaintiff Yousef the costs and fees incurred by her in protecting her rights in the mortgaged premises during the pendency of this action and prior to the foreclosure sale thereof; together with post judgment interest on the judgment amount, costs and reasonable attorneys' fees and
- j) awarding plaintiff Yousef such other and further relief as the Court appears just and proper in the premises

Respectfully Submitted,

DATED: August 31, 2017.

**LAW OFFICES OF JAMES L. HYMES, III, P.C.**  
*Counsel for Plaintiff –*  
*Manal Mohammad Yousef*  
*a/k/a Manal Mohamad 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](mailto:jim@hymeslawvi.com);  
[rauna@hymeslawvi.com](mailto:rauna@hymeslawvi.com)

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IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

**EXHIBIT**  
**B - Mot for Ruling**

**HISHAM HAMED**, on behalf of himself )  
and derivatively, on behalf of **SIXTEEN** )  
**PLUS CORPORATION**, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
**FATHI YUSUF, ISAM YOUSUF** and )  
**JAMIL YOUSEF**, )  
 )  
Defendants, )  
 )  
and )  
 )  
**SIXTEEN PLUS CORPORATION**, )  
 )  
a nominal defendant. )  
\_\_\_\_\_ )

Case No.: 2016-SX-CV-650

DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES,  
CICO RELIEF, EQUITABLE RELIEF  
AND INJUNCTION

**JURY TRIAL DEMANDED**

**DEFENDANTS ISAM YOUSUF AND JAMIL YOUSUF'S**  
**OPPOSITION TO PLAINTIFF HISHAM HAMED'S MOTION TO CONSOLIDATE**

The Defendants Isam Yousuf and Jamil Yousuf (incorrectly referred to in the caption as "Jamil Yousef") (hereinafter collectively referred to as "Yousufs"), by and through their undersigned counsel, do not voluntarily appear in this matter, do not submit to the jurisdiction of the Court, and do not waive any objections to subject matter jurisdiction, personal jurisdiction, 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, hereby respectfully request the Court



deny plaintiff Hisham Hamed's ("hereinafter "Hamed"), individually and derivatively, on behalf of Sixteen Plus Corporation (hereinafter "16 Plus"), motion to consolidate three matters – the instant Hamed v. Yusuf/Yousufs Actions with previously consolidated 16 Plus v. Manal Yousef and Manal Yousef v. 16 Plus Actions. The Yousufs submit there is no valid basis upon which to consolidate the instant action with the two (2) other consolidated declaratory judgment/mortgage foreclosure actions.

There are different claims asserted by different plaintiffs against different defendants. The actions arise under different legal theories, with different defendants, different plaintiffs, and different legal claims. 16 Plus is the only party in common with all three actions. Hamed, the Yousufs, Manal Yousef, and even Fathi Yusuf are not named parties in all three (3) actions. While Hisham Hamed is a named plaintiff in Civil No. 650, he is not in the consolidated Civil Nos. 65 and 342. Neither Isam Yousuf nor Jamil Yousuf are named in the consolidated Civil Nos. 65 and 342. Although Manal Yousef is a named party in the consolidated Civil Nos. 65 and 342, she is not a party to Civil No. 650. The present action and the two (2) consolidated declaratory judgment/mortgage foreclosure actions concern different claims. The factual overlap between this case and the two (2) consolidated declaratory judgment/mortgage foreclosure actions is minimal. Despite Hamed/16 Plus' contention that the actions may involve some common facts, the mere presence of these purported common facts does not compel consolidation. Although Hamed/16 Plus allege some common facts, the already consolidated declaratory judgment action/mortgage foreclosure action and the present litigation involve different questions of fact and entirely different law. Due to the differences, consolidating this action with the already consolidated cases would not result in any judicial economy but rather

would be prejudicial and confuse the issues in these matters. The Yousufs submit the motion to consolidate should be denied.

**I. Description Of The Three (3) Cases Sought To Be Consolidated**

The actions sought to be consolidated are as follows:

- 1) ***Hisham Hamed, individually and derivatively on behalf of Sixteen Plus Corporation v. Fathi Yusuf, Isam Yousuf, and Jamil Yousuf, Civil No. 2016-SX-CV-650*** (“CICO conspiracy/tort action”).

The present action, 2016-SX-CV-650, is a derivative action brought by Hisham Hamed individually and derivatively on behalf of Sixteen Plus Corporation against Fathi Yusuf, Isam Yousuf, and Jamil Yousuf premised upon causes of action for CICO conspiracy to embezzle money, tort of outrage (that is, claim for intentional infliction of emotional distress), breach of fiduciary duties (Fathi Yusuf only), and usurping of corporate opportunity (Fathi Yusuf only). [See First Amended Verified Complaint dated December 23, 2016]. Although Hamed/16 Plus attaches the Complaint to Civil No. 650 as Exhibit 3, the Complaint was superseded by the First Amended Complaint.

- 2) Two (2) other consolidated actions for declaratory judgment/mortgage foreclosure (“**declaratory judgment/mortgage foreclosures actions**”):

- a) ***Sixteen Plus v. Manal Yousef, Civil No. 2016-SX-CV-65*** (“**declaratory judgment action**”).

Case 2016-SX-CV-65 is a declaratory judgment action brought by 16 Plus against Manal Yousef asserting that the mortgage debt is invalid for lack of consideration (the mortgage is “null, void and unenforceable for lack of consideration”). This is not a derivative action, as represented by Hamed/16 Plus [see Plaintiff's Motion to Consolidate at page 2 (“the initial derivative action case (#65)”)], because it is not prosecuted as a derivative action and does not

comply with requirements of V.I.R.Civ.P. Rule 23.1. Manal Yousef asserted a Compulsory Counterclaim that the Promissory Note and First Priority Mortgage pertaining to property known as Diamond Keturah are valid and enforceable.

b) ***Manal Yousef v. Sixteen Plus v. Manal Yousef and Fathi Yusuf, Civil No. 2017-SX-CV-342*** (“mortgage foreclosure”).

Case 2017-SX-CV-342 is a mortgage foreclosure action by Manal Yousef against 16 Plus to foreclose on the mortgage. 16 Plus asserted a counterclaim and Third Party Complaint against Fathi Yusuf ostensibly alleging vague claims for tort and declaratory judgment to estop foreclosure on the mortgage.

The existence of a valid debt and right to foreclose on the mortgage prosecuted in the already consolidated declaratory judgment/mortgage foreclosure actions is separate of distinct from CICO conspiracy and tort claims in the present action.

## **II. The Cases Should Not Be Consolidated**

### **a. The Standard**

A common question of law or fact shared by all of the cases is a prerequisite for consolidation under Rule 42(a) of the Virgin Islands Rules of Civil Procedure. *Gerald v. R.J. Reynolds Tobacco Co.*, 2017 V.I. LEXIS 102, \*5 (V.I. Super. Ct. July 10, 2017). The burden of proof rests with the moving party on a motion to consolidate. *Fahie v. Ferguson*, 2017 V.I. LEXIS 33, \*2-\*3 (V.I. Super. Ct. February 23, 2017). The decision to consolidate rests in the sound discretion of the district court. *Gerald v. R.J. Reynolds Tobacco Co.*, 2017 V.I. LEXIS 102, \*4 (V.I. Super. Ct. July 10, 2017). However, the mere commonality of questions of law or fact is insufficient to warrant consolidation. In exercising its discretion the court should weigh the interests of judicial economy against the potential for new delays, inconvenience, expense,

confusion, or prejudice. *Gerald v. R.J. Reynolds Tobacco Co.*, 2017 V.I. LEXIS 102, \*4 (V.I. Super. Ct. July 10, 2017).

**b. Different Questions Of Law And Fact Arise From The Cases And Any Purported Common Question Of Law Or Fact Is Outweighed By The Disadvantages Of Consolidation**

The CICO conspiracy/tort action and declaratory judgment/mortgage foreclosure actions involve separate and distinct claims and issues. Claims and issues for CICO conspiracy to embezzle money, tort of outrage (claim for intentional infliction of emotional distress), breach of fiduciary duties, and usurping of corporate opportunity are different from those relating to mortgage loan validity and mortgage foreclosure. The questions of law pertaining to CICO conspiracy/tort actions as compared to questions of law pertaining to declaratory judgment/mortgage foreclosure actions are so dissimilar that consolidation should be denied. The questions of facts in the CICO conspiracy/tort and declaratory judgment/mortgage foreclosure actions are different as well despite some potential overlap of facts.

As the basis for their motion to consolidate, Hamed/16 Plus state the three (3) cases involve "identical land, mortgage and transactions." [See Plaintiff's Motion to Consolidate at page 1.] While some facts and evidence may be similar, they are not the same. The CICO conspiracy/tort and declaratory judgment/mortgage foreclosure actions are governed by different statutory schemes or principles of law and legal considerations. Consequently, different facts will be emphasized relative to each matter. Moreover other than preliminarily indicating that the cases involve the "identical land, mortgage and transactions," Hamed/16 Plus do not delineate common questions of fact and/or specify common legal question or issue that warrant consolidation of these actions in the moving papers. Reassignment of the instant action (16-SX-

CV-650) and the two (2) consolidated declaratory judgment/mortgage foreclosure actions to one judge, Judge Jomo Meade, does not equate to a basis to consolidate the matters.

The actions involve different parties. 16 Plus is the only party common among the three (3) individual cases. The Yousufs and Hamed are not named-parties in the declaratory judgment/mortgage foreclosure actions. Manal Yousef is not a named-party in the CICO conspiracy/tort action.

Because the CICO conspiracy/tort and declaratory judgment/mortgage foreclosure actions concern different claims and issues involving different parties, the Yousufs submit judicial economy would not be realized from consolidation. Rather than streamlining the issues for trial, consolidation would lead to confusion of the issues and substantial prejudice. Fairness to the Yousufs must be emphasized over efficiency. The request for consolidation attempts to erroneously equate and artificially link the separate and distinct causes of action requiring an application of dissimilar statutes and principles of law at issue in the matters. Furthermore the consolidation of these actions may unduly delay or hinder a prompt resolution of this matter when the Yousufs' Motion to Dismiss Plaintiff's First Amended Complain remains pending as does defendant Fathi Yusuf's in the CICO conspiracy/tort action. Moreover Fathi Yusuf filed a motion to dismiss the third party complaint in the mortgage foreclosure action (Civil No. 342) that is currently pending.

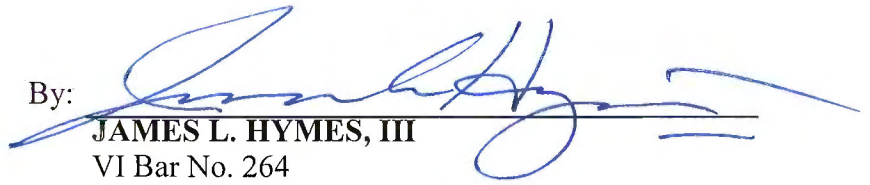
**WHEREFORE**, based upon the foregoing, Defendants Isam Yousuf and Jamil Yousuf hereby request the Court deny Hamed/16 Plus' motion to consolidate the distinct cases and allow them to proceed on their own.

Respectfully Submitted,

DATED: January 25, 2019.

**LAW OFFICES OF JAMES L. HYMES, III, P.C.**  
*Counsel for Defendants –*  
*Isam Yousuf, and Jamil Yousuf*

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

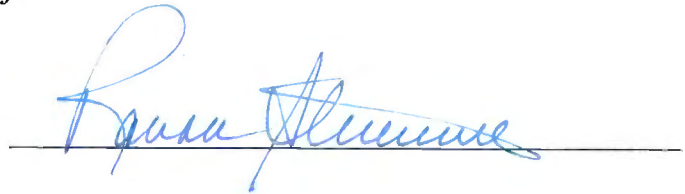
**CERTIFICATE OF SERVICE**

I hereby certify this document complies with the page or word limitation set forth in V.I. R. Civ. P. 6-1(e) and that on this the 25<sup>th</sup> day of January, 2019, I caused an exact copy of the foregoing **"Defendants Isam Yousuf and Jamil Yousuf's Opposition to Plaintiff Hisham Hamed's Motion to Consolidate"** to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

**JOEL H. HOLT, ESQ.**  
LAW OFFICES OF JOEL H. HOLT  
2132 Company Street  
Christiansted, USVI, 00820  
Telephone: (340) 773-8709  
Facsimile: (340) 773-8677  
holtvi@aol.com  
*Counsel for Plaintiff*

**CARL J. HARTMANN, III, ESQ.**  
5000 Estate Coakley Bay, L-6  
Christiansted, VI 00820  
carl@carlhartmann.com  
*Co-Counsel for Plaintiff*

**GREGORY H. HODGES, ESQ.**  
**STEPHEN HERPEL, ESQ.**  
**LISA MICHELLE KÖMIVES, ESQ.**  
DUDLEY, TOPPER AND FEUERZEIG, LLP  
Law House, 10000 Frederriksberg Gade  
P.O. Box 756  
St. Thomas, VI 00804-0756  
ghodges@dtflaw.com  
sherpel@dtflaw.com  
lkomives@dtflaw.com  
*Attorneys for Defendant Fathi Yusuf*





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

**HISHAM HAMED**, on behalf of himself )  
and derivatively, on behalf of **SIXTEEN** )  
**PLUS CORPORATION**, )

Plaintiff, )

v. )

**FATHI YUSUF, ISAM YOUSUF, and** )  
**JAMIL YOUSUF**, )

Defendants, )

and )

**SIXTEEN PLUS CORPORATION**, )

Nominal Defendant. )

Case No. SX-16-CV-650

DERIVATIVE SHAREHOLDER  
SUIT, ACTION FOR DAMAGES  
AND CICO RELIEF

**JURY TRIAL DEMANDED**

**PLAINTIFF’S REPLY IN FURTHER SUPPORT OF MOTION TO CONSOLIDATE**

Hisham Hamed (“Plaintiff”), on behalf of himself and, derivatively, on behalf of Sixteen Plus Corporation (“Sixteen Plus”), by and through undersigned counsel, files this Reply in response to the Opposition to the Motion filed by Defendants Isam Yousuf and Jamil Yousuf (the “Yousuf Defendants”), respectfully stating as follows:

**I. INTRODUCTION**

The Opposition shows that this Action should be consolidated with Case Numbers SX-16-CV-65 and SX-17-CV-342 (the “Sister Cases”), both of which are already pending before this Court and assigned to Honorable Jomo Meade (“Judge Meade”). The Yousuf Defendants argue that there is no basis to consolidate this Action with its Sister Cases but, in so arguing, the Yousuf Defendants actually confirm the following facts:

- Sixteen Plus is a common party in all three cases;



- 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.<sup>1</sup>

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

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<sup>1</sup> 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).

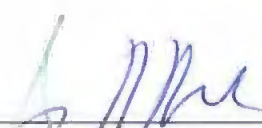
771194, at \*4 (V.I. Super. Ct. Feb. 23, 2017) (citing, in turn, *Saudi Basic Industries Corp. v. Exxonmobil Corp.*, 194 F.Supp.2d 378, 416 (D.N.J. 2002)). As noted by the Yousuf Defendants, the Court must weigh considerations of judicial economy against “the possible inconvenience, delay, or prejudice 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 (4<sup>th</sup> 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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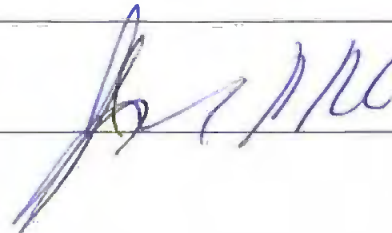
**Joel H. Holt, Esquire (Bar #6)**  
Counsel for Plaintiff  
Law Offices of Joel H. Holt  
2132 Company Street  
Christiansted, VI 00820  
Email: [holtvi@aol.com](mailto:holtvi@aol.com)  
Telephone: (340) 773-8709

**Carl J. Hartmann III, Esquire (Bar #48)**  
Co-Counsel for Plaintiff  
5000 Coakley Bay, Unit L-6  
Christiansted, VI 00820  
Email: [carl@carlhartmann.com](mailto:carl@carlhartmann.com)  
Telephone: (340) 642-4422  
Fax: (212) 202-3733

**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).

<p><b>James Hymes, Esquire</b> Law Offices of James L. Hymes III, P.C. P.O. Box 990 St. Thomas, VI 00804-0990 <a href="mailto:jim@hymeslawvi.com">jim@hymeslawvi.com</a></p>	<p><b>Mark W. Eckard, Esquire</b> Hamm Eckard, LLP 5030 Anchor Way, Suite 13 Christiansted, VI 00820 <a href="mailto:meckard@usvi.law">meckard@usvi.law</a></p>
<p><b>Gregory H. Hodges, Esquire</b> <b>Charlotte Perrell, Esquire</b> Dudley Topper &amp; Feuerzig 1000 Frederiksberg Gade ("Law House") P.O. Box 756 St. Thomas, VI 00802 <a href="mailto:ghodges@dtflaw.com">ghodges@dtflaw.com</a></p>	<p><b>Jeffrey B.C. Moorhead, Esquire</b> CRT Brow Building 1132 King Street, Suite 3 Christiansted, VI 00820 <a href="mailto:jeffreymlaw@yahoo.com">jeffreymlaw@yahoo.com</a></p>



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# EXHIBIT A

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

SIXTEEN PLUS CORPORATION,

Plaintiff,

vs.

MANAL MOHAMMAD YOUSEF,

Defendant.

CIVIL NO. SX-16-CV-65

ACTION FOR DECLARATORY  
DECLARATORY JUDGMENT

JURY TRIAL DEMANDED

MANAL MOHAMMAD YOUSEF,

Counter-Claimant,

vs.

SIXTEEN PLUS CORPORATION,

Counter-Defendant.

COUNTERCLAIM

**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.

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**

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

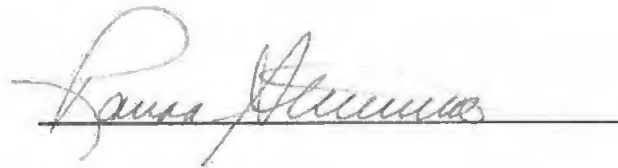
E-Mail: [jim@hymeslawvi.com](mailto:jim@hymeslawvi.com);

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

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 29<sup>th</sup> 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.**  
HAMM ECKARD LLP  
5030 Anchor Way, Suite 13  
Christiansted, USVI, 00820-2690  
Phone: (340) 773-6955  
Fax: (855) 456-8784  
[meckard@hammeckard.com](mailto:meckard@hammeckard.com)  
***Counsel for Sixteen Plus Corporation***

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

c:\yousef\2017-03-26...answer...

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

MANAL MOHAMMAD YOUSEF,	)	
a/k/a MANAL MOHAMAD YOUSEF,	)	
	)	CIVIL NO. SX-17-CV-342
Plaintiff,	)	
	)	ACTION FOR DEBT AND
vs.	)	FORECLOSURE OF REAL
	)	PROPERTY MORTGAGE
SIXTEEN PLUS CORPORATION,	)	
	)	COUNTERCLAIM FOR
Defendant.	)	DAMAGES
<hr/>		JURY TRIAL DEMANDED
SIXTEEN PLUS CORPORATION,	)	
	)	
Counterclaim Plaintiff,	)	
	)	
Vs.	)	
	)	
MANAL MOHAMMAD YOUSEF a/k/a	)	
MANAL MOHAMAD YOUSEF and	)	
FATHI YUSUF,	)	
	)	
Counterclaim Defendants.	)	
<hr/>		

**ANSWER TO COUNTERCLAIM**

**COMES NOW** the Plaintiff/Counterclaim Defendant, Manal Mohammad Yousef a/k/a Manal Mohamad Yousef, and, without waiving any portions of her Motion to Disqualify Counsel for the Defendant/Counterclaim Plaintiff, and without waiving the lack of jurisdiction of this Court to hear the Counterclaim, and in an effort to avoid and mitigate

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.

MANAL MOHAMMAD YOUSEF a/k/a MANAL MOHAMAD YOUSEF vs. SIXTEEN PLUS CORPORATION;  
SIXTEEN PLUS CORPORATION v. MANAL MOHAMMAD YOUSEF, et al.  
SCVI/STX Civil No. SX-17-CV-342  
ANSWER TO COUNTERCLAIM

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.

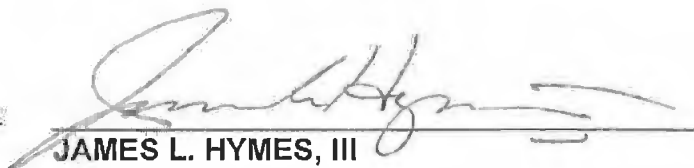
**WHEREFORE**, the Plaintiff/Counterclaim Defendant respectfully requests this Court enter an order dismissing the Counterclaim against her, and further awarding her the relief requested by her in her Complaint to foreclose her mortgage.

Respectfully Submitted,

DATED: December 29, 2017.

**LAW OFFICES OF JAMES L. HYMES, III, P.C.**  
*Counsel for Plaintiff/Counterclaim Defendant –*  
*Manal Mohammad Yousef*  
*a/k/a Manal Mohamad 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](mailto:jim@hymeslawvi.com);

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

**CERTIFICATE OF SERVICE**

I hereby certify that on this the 29<sup>th</sup> 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:

**JOEL H. HOLT, ESQ.**

LAW OFFICES OF JOEL H. HOLT  
2132 Company Street  
Christiansted, USVI, 00820  
[holtvi.plaza@gmail.com](mailto: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](mailto:carl@carlhartmann.com)

***Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation***

**GREGORY H. HODGES, ESQ.** (VI Bar No. 174)  
**STEPHEN HERPEL, ESQ.** (VI Bar No. 1019)  
**LISA MICHELLE KOMIVES, ESQ.** (VI Bar No. 1171)  
DUDLEY, TOPPER AND FEUERZEIG, LLP  
Law House, 10000 Frederiksberg Gade  
P.O. Box 756  
St. Thomas, VI 00804-0756  
[ghodges@dtflaw.com](mailto:ghodges@dtflaw.com)  
[sherpel@dtflaw.com](mailto:sherpel@dtflaw.com)  
[lkomives@dtflaw.com](mailto:lkomives@dtflaw.com)

***Attorneys for Counterclaim Defendant Fathi Yusuf***

