

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

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

Plaintiffs/Counterclaim Defendant,

v.

**MANAL MOHAMMAD YOUSEF,**

Defendant/Counterclaim Plaintiff.

**CIVIL NO. SX-16-CV-00065**

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

JURY TRIAL DEMANDED

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

v.

**SIXTEEN PLUS CORPORATION,**

Defendant.

**CIVIL NO. SX-17-CV- 00342**

**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,**

Counterclaim Defendants, and

**FATHI YUSUF,**

Third Party Defendant.

**THIRD-PARTY DEFENDANT FATHI  
YUSUF' OBJECTIONS AND RESPONSES  
TO FIRST INTERROGATORIES**

COMES NOW, Defendant Fathi Yusuf ("Yusuf") and files his Objections and Responses to Plaintiff's Interrogatories to Yusuf as follows:

**OBJECTIONS AND RESPONSES**

**Interrogatory #1:**

Describe in detail all correspondence or other communications you have had with third parties seeking to buy, offering to buy or expressing interest in buying the property subject to the note and mortgage herein.

**Response:** Yusuf had communications with a wealthy gentleman, whose name he does not recall at the moment, regarding the potential purchase of the Diamond Katurah Property in for a potential purchase price of \$30,000,000. At that time, the Diamond Katurah Property was restricted from being sold as a result of the criminal matter that was pending. Yusuf discussed the potential sale with the Federal Marshal Briskman. In those discussions, the Marshal would not allow for the proceeds from the sale to be used to pay the Note and release the Mortgage. The Marshal was going to require the entire proceeds be held, and not released to anyone, if there was a sale of the Diamond Katurah Property.

**Interrogatory #2:**

Describe in detail all correspondence or other communications you have had with Jamil, Isam or Manal regarding the note and mortgage herein.

**Response:**

I became aware that the Diamond Kuturah Property was owned by the Bank of Nova Scotia and I considered it to be a good investment. However, at the time, Plaza Extra did not have sufficient funds to purchase the property at the \$4.5 million price and would need to borrow funds to make the purchase.

I spoke to my brother Mohammed Yousef, who is Manal Yousef's and Isam Yousef's father about providing a loan for this property. Prior to reaching out to my brother, I had previously spoken to him, about 3 to 4 years earlier, about his daughter Manal's investments and a concern, at the time, about whether she would have children to help provide for her.

I spoke with my brother on the telephone and then I travelled to St. Maarten in early 1997 to further discuss the loan. During that trip I spoke with my brother, and his son (my nephew) Isam Yousef. My brother and his son manage any investments for his daughter (Isam's sister) Manal. I understand from Isam's answers to interrogatories that he stated that Waleed Hamed was also present on that trip. I do not recall that Waleed was present but he may have been.

I advised Bank of Nova Scotia that we would purchase the property and would close upon the end of the right of redemption period. United made a \$500,000 deposit to hold the property. Upon my return to the Virgin Islands, the first installment on the loan was received. We created Sixteen Plus, LLC to purchase the Diamond Kuturah property.

The funds transferred were funds originally belonging to Manal Yousef. It is my understanding that these were Manal Yousef's funds that had been provided to her by her father. I am not specifically familiar with the accounts of my nephew Isam but I understand that the funds from my brother were deposited into the account identified as Banque Francaise Commerciale Account No. 4060663541 (Bates Numbers HAMD203062), from which they were withdrawn and transferred to Sixteen Plus.

We did explore the possibility of securing a bank loan for the purchase but were not amendable to the terms and therefore, we received the balance of the purchase price and second installment on the loan in September, 1997.

We contacted our attorney Carl Beckstedt to draft the documents to evidence the loan from Manal Yousef. The Note and Mortgage have already been identified in this case. Carl Beckstedt recorded the Note and Mortgage. We made three payments of interest on the note.

The note remains outstanding.

I did not request a Power of Attorney from Manal Yusuf. When I was advised that one had been secured, I rejected it. It is my understanding from reading the answers of Isam in this case, that Waleed Hamed requested the Power of Attorney from Manal Yusuf but that she or her brother, instead provided the Power of Attorney to me. Again, when I was made aware of it, I rejected it and have taken no action based upon any authority granted therein. I do not recall ever having seen such a Power of Attorney until it was presented to me by Attorney Carl Hartmann in or around a deposition in one of these cases.

I was unaware that the suit was filed by Hisham Hamed at the time that it was filed and do not believe that he has the authority to make such a filing.

**Interrogatory #3:**

Describe in detail all correspondence or other communications you have had with any bank or bank officials in the USVI, St. Martin, St. Marteen, Jordan, the West Bank or elsewhere regarding:

1. the funds used for the note and mortgage herein.
2. the funds used by Sixteen Plus for the purchase of the property subject to the note and mortgage herein.

**Response:** Yusuf incorporates his Response to Interrogatory No. 2 as his response to Interrogatory No. 3 as if fully set forth herein verbatim.

**Interrogatory #4:**

Describe in detail all discussions, negotiations or communications with any person of entity with regard to the funds used to purchase the subject property herein.

**Response:** Yusuf incorporates his Response to Interrogatory No. 2 as his response to Interrogatory No. 4 as if fully set forth herein verbatim.

**DUDLEY NEWMAN FEUERZEIG LLP**

**DATED:** September 16, 2022

By: /s/ Charlotte K. Perrell  
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Attorneys for Defendant Fathi Yusuf

**CERTIFICATE OF SERVICE**

It is hereby certified that on the 16<sup>th</sup> day of September, 2022, the foregoing **DEFENDANT FATHI YUSUF'S OBJECTIONS AND RESPONSES TO INTERROGATORIES**, which complies with the page and word limitations set forth in Rule 6-1(e), was filed with the Clerk of the Court and was served via e-mail, as agreed by the parties, addressed to:

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/s/Charlotte K. Perrell

**VERIFICATION**

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

Dated: \_ \_ \_ \_ \_

\_\_\_\_\_  
Fathi Yusuf

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS

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) ss.

DISTRICT OF \_ \_ \_ \_ \_

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On this, the \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Fathi Yusuf, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document and acknowledged that he/she executed the same for the purpose therein contained.

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

\_\_\_\_\_  
Notary Public



