

**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, JAMIL
YOUSUF and MANAL YOUSUF**,
Defendants,

and

SIXTEEN PLUS CORPORATION,
a nominal Defendant.

SIXTEEN PLUS CORPORATION,
Plaintiff,

v.

MANAL MOHAMMAD YOUSEF,
Defendant,

and

MANAL MOHAMMAD YOUSEF,
Counter-Plaintiff,

v.

SIXTEEN PLUS CORPORATION,
Counter-Defendant.

MANAL MOHAMMAD YOUSEF,
Plaintiff,

v.

SIXTEEN PLUS CORPORATION,
Defendant,

and

SIXTEEN PLUS CORPORATION,
Counter-Plaintiff,

v.

MANAL MOHAMMAD YOUSEF,
Counter-Defendant.

Case No.: SX-2016-CV-00650

DERIVATIVE SHAREHOLDER
SUIT, ACTION FOR DAMAGES
AND CICO RELIEF

JURY TRIAL DEMANDED

CONSOLIDATED WITH

CIVIL NO. SX-2016-CV-00065

ACTION FOR
DECLARATORY JUDGMENT,
CICO and FIDUCIARY DUTY

COUNTERCLAIM

JURY TRIAL DEMANDED

CONSOLIDATED WITH

CIVIL NO.: SX-2017-CV-00342

ACTION FOR DEBT AND
FORECLOSURE

COUNTERCLAIM FOR
DAMAGES

JURY TRIAL DEMANDED

**FIRST AMENDED ANSWER TO AMENDED COUNTERCLAIM
IN SUB-CASE SX-2016-CV-00065 (SIXTEEN PLUS v. MANAL YOUSUF)**

Pursuant to the Special Master's Order of November 20, 2023, Sixteen Plus Corporation ("Plaintiff") files this First Amended Answer to the Amended Counterclaim filed on April 6, 2017 (the "Amended Counterclaim") by Manal Mohammad

Yousef (“Defendant”) and states as follows:

1. To the extent a response is required to the allegations set forth in Paragraph 1 of the Amended Counterclaim, Plaintiff adopts its allegations set forth in Paragraphs 1-16 of Plaintiff’s Complaint (the “Complaint”) as though set forth herein.

2. Plaintiff admits that the Court has jurisdiction over the allegations raised in this case by both parties, but otherwise denies the allegations set forth in Paragraph 2 of the Amended Counterclaim.

3. Plaintiff admits that venue is proper in the Division of St. Croix but otherwise denies the allegations set forth in Paragraph 3 of the Amended Counterclaim, as the mortgage is not valid.

4. Denied that the sham mortgage referred to in Paragraph 4 of the Amended Counterclaim is valid or enforceable, for the reasons set forth in Plaintiff’s Complaint.

5. Denied that any monies are owed in connection with the sham note and/or mortgage referred to in Paragraph 5 of the Amended Counterclaim.

6. Denied.

AFFIRMATIVE DEFENSES

1. The sham note and mortgage referred to in the Amended Counterclaim are unenforceable because there was no consideration paid or otherwise given by Defendant in exchange for the sham note and/or mortgage.

2. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the doctrine of unclean hands.

3. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the doctrine of equitable estoppel.

4. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the doctrine of waiver.

5. Defendant is barred from the relief sought in the Amended Counterclaim pursuant to the equitable doctrine of laches.

6. Defendant is barred from the relief sought in the Amended Counterclaim by the applicable statute of limitations.

7. Defendant is barred from the relief sought in the Amended Counterclaim because the sham note and mortgage referred to in the Amended Counterclaim are unenforceable because the sham note and mortgage were procured as part of and in furtherance of a fraudulent criminal conspiracy in which Defendant was an active participant. In the alternative, the Court should decline to hear the substance of these matters as there was an overarching series of coupled illegal activities in which all knowingly and intentionally participated.

RESERVATION OF RIGHTS

Plaintiff intends to rely on all other applicable defenses as such defenses may become apparent during discovery in this Action and Plaintiff reserves the right to amend its answer to add affirmative defenses accordingly.

WHEREFORE Plaintiff respectfully requests that the Court (i) dismiss the Amended Counterclaim **with prejudice**; (ii) award Plaintiff its fees and costs incurred in connection with its defense against the Amended Counterclaim; and (iii) grant to Plaintiff such other and further relief as is just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY

Respectfully submitted,

Counsel to Sixteen Plus Corporation



Dated: November 21, 2023

Carl J. Hartmann III, Esq.

Co-Counsel for Sixteen Plus,
Inc. (Bar #48)

2940 Brookwind Dr.
Holland, MI 49424
carl@carlhartmann.com
Phone: 616-416-0956

Joel H. Holt, Esq, (Bar# 6)
Counsel for Sixteen Plus, Inc.
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted,
VI 00820
holtvi@aol.com
(340) 773-8709
F (340) 773-8677

CERTIFICATE OF SERVICE

I certify that this document complies with the page limitation set forth in V.I.R.Civ.P. 6-1(e), and that on November 11, 2023 I caused a copy of the foregoing document to be served via email and via the Court's docketing system, to:

James Hymes VI, Esq.
Bar No. 264
P.O. Box 990
St. Thomas, VI 00804-0990
jjm@hymeslawvlcom
rauna@hvmeslawvi.com
Counsel for Manal Yousef

Courtesy Copy:

Charlotte Perrell, Esq.
Strefan Herpel, Esq.
DNF
St. Thomas, VI 00820
Counsel for Fathi Yusuf

/s/ Carl J. Hartmann III