

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

<p>HISHAM HAMED on behalf of himself and, derivatively, on behalf of SIXTEEN PLUS CORPORATION</p> <p style="text-align:center">Plaintiffs</p> <p>v.</p> <p>FATHI YUSUF, ISAM YOUSUF, JAMIL YOUSEF</p> <p style="text-align:center">Defendant</p> <p>and</p> <p>SIXTEEN PLUS CORPORATION</p> <p style="text-align:center">a nominal defendant</p>	<p>CIVIL NUMBER SX-16-CV-650</p> <p>DERIVATIVE SHAREHOLDER SUIT, ACTION FOR DAMAGES, CICO RELIEF EQUITABLE RELIEF AND INJUNCTION</p>
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**ANSWER OF NOMINAL DEFENDANT SIXTEEN PLUS CORPORATION TO
FIRST AMENDED VERIFIED COMPLAINT**

COMES NOW THE Nominal Defendant SIXTEEN PLUS CORPORATION (herein “Sixteen Plus” or “Nominal Defendant”) by and through the Law Office of K.A. Rames, P.C. and answers the First Amended Complaint (“Complaint”) OF HISHAM HAMED on behalf of himself and, derivatively, on behalf of SIXTEEN PLUS CORPORATION as follows:

PRELIMINARY STATEMENT

Sixteen Plus is not a party to any of the direct claims alleged in the Complaint. It is merely a nominal party to the derivative claims, and the Complaint does not allege any acts or omissions that could give rise to liability against Sixteen Plus. Accordingly, Sixteen Plus responds to the Complaint primarily with general denials so as to preserve the obligation of the Plaintiff to prove all allegations not admitted by the Defendants. In addition to such general denials, Sixteen Plus submits this Answer for the purpose of articulating and preserving its position regarding matters on which a nominal party in a shareholder derivative action is entitled to be heard. *See: Solimine v. Hollander*, 129 N.J. Eq. 264, 267–68, 19 A. 2d 344, 346 (Ch. 1941) “...where directors are charged with misconduct in office and are sought to be held accountable; the corporation is required to take and maintain a wholly neutral position, taking sides neither with the complaining stockholder nor with the defending director....”

Sixteen Plus answers the Complaint upon its knowledge and otherwise upon information and belief, and responds to the individually numbered paragraphs as follows:

1. The allegation in Paragraph 1 contains a legal conclusion to which no response is required.
2. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraphs 1 through 6.
3. The allegation in Paragraph 7 contains a legal conclusion to which no response is required.
4. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraphs 8 through 17.
5. The allegations of Paragraph 18 contain representations as to the text or to the holdings of certain legal authorities. Such authorities speak for themselves. To the extent that an answer is required, Sixteen Plus denies those allegations.
6. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraphs 19 through 80.
7. The allegations of Paragraph 81 and 82 contain representations as to the text or to the holdings of certain legal authorities. Such authorities speak for themselves. To the extent that an answer is required, Sixteen Plus denies those allegations.
8. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraph 83.
9. The allegations of Paragraphs 84 through 87 contain representations as to the text or to the holdings of certain legal authorities. Such authorities speak for themselves. To the extent that an answer is required, Sixteen Plus denies those allegations.
10. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraph 88.
11. The allegations of Paragraph 89 contain representations as to the text or to the holdings of certain legal authorities. Such authorities speak for themselves. To the extent that an answer is required, Sixteen Plus denies those allegations.
12. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraph 90.
13. The allegations of Paragraph 91 contain representations as to the text or to the holdings of certain legal authorities. Such authorities speak for themselves. To the extent that an answer is required, Sixteen Plus denies those allegations.

14. As a nominal party, Sixteen Plus generally denies the factual allegations against the other parties to this litigation, and therefore denies the allegations of Paragraphs 88 through 111.
15. With respect to Plaintiff's Prayer for Relief, as a nominal defendant, Sixteen Plus denies that Plaintiff is entitled to any relief individually, and expressly asserts that any recovery in this action shall accrue solely to Sixteen Plus as an entity. Sixteen Plus further denies that any attorney's fees, costs or other litigation expenses with respect to the derivative claims.
16. Sixteen Plus denies that Plaintiff is entitled to trial by jury on any of the claims asserted in the Complaint.
17. Sixteen Plus generally denies any and all allegations not specifically admitted or denied herein.

AFFIRMATIVE DEFENSE

Sixteen Plus gives notice that it intends to rely upon any and all affirmative defenses raised herein by the Defendants and that it intends to rely upon such other and further grounds for seeking dismissal of this action as may be available or apparent during pretrial procedures in this matter and hereby reserves all rights to amend this Answer to assert all such additional arguments and claims.

WHEREFORE, Sixteen Plus respectfully prays for the following relief:

1. To the extent that any recovery is obtained by Plaintiff on any claim or cause of action asserted in this case, for such recovery to be paid exclusively to Sixteen Plus, and;
2. For an award in favor of Sixteen Plus and against Plaintiff for the costs and attorney's fees incurred by Sixteen Plus in participating in this action, and;
3. For such other and further relief as to this Court may appear just and proper.

(signature of counsel follows)

February 16, 2017

Respectfully submitted,



Kevin A. Rames, Esq.
V.I. Bar Number 193
Law Offices of K.A. Rames, P.C.
2111 Company Street, Suite 3
Christiansted, VI 00820
Telephone: (340) 773-7284
Facsimile: (340) 773-7282
kevin.rames@rameslaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of February, 2017, I served a copy of the foregoing by email and first class mail, as follows:

Gregory H. Hodges, Esq.
Stefan B. Herpel, Esq.
Dudley, Topper & Feuerzeig, LLP
Law House
1000 Frederiksberg Gade
Charlotte Amalie, St. Thomas
U.S. Virgin Islands 00802

ghodges@dtflaw.com
sherpel@dtflaw.com

Joel H. Holt, Esq.
Law Office of Joel Holt
2132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820

holtvi@aol.com



Kevin A. Rames, Esq.