

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

SIXTEEN PLUS CORPORATION,)
)
Plaintiff/Counterclaim Defendant,)
)
vs.)
)
MANAL MOHAMMAD YOUSEF,)
)
Defendant/Counterclaim Plaintiff.)
)
)

CIVIL NO. SX-16-CV-65
ACTION FOR
DECLARATORY JUDGMENT
JURY TRIAL DEMANDED

NOTICE OF FILING
MANAL MOHAMMAD YOUSEF'S RESPONSE TO
SIXTEEN PLUS' FIRST SET OF INTERROGATORIES
TO DEFENDANT/COUNTERCLAIM PLAINTIFF MANAL MOHAMMAD YOUSEF

COMES NOW the Defendant/Counterclaim Plaintiff, **MANAL MOHAMMAD YOUSEF** (hereinafter "**MMY**"), by and through her undersigned attorneys, the Law Offices of James L. Hymes, III, P.C. (***James L. Hymes, III, of Counsel***), without waiving any objections to subject matter jurisdiction, personal jurisdiction, service of process, 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, and pursuant to the provisions of LRCI 26.2(c) and Fed.R.Civ.P. 26(a)(1), provides Notice of Filing her Response to Plaintiff Sixteen Plus' First Set of Interrogatories by serving same on plaintiff's counsel as set forth in the Certificate of Service, below.

SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF

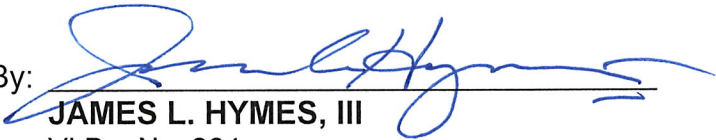
SCVI/STX Civil No. SX-16-CV-65

NOTICE OF FILING MANAL MOHAMMAD YOUSEF'S RESPONSE TO PLAINTIFF SIXTEEN PLUS' FIRST SET OF INTERROGATORIES TO DEFENDANT/COUNTERCLAIM PLAINTIFF MANAL MOHAMMAD YOUSEF

Respectfully Submitted,

DATED: July 17, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
*Counsel for Defendant –
Manal Mohammad Yousef*

By: 

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CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e). I hereby further certify that on this the 17th day of July, 2017, I caused an exact copy of the foregoing "***Notice Of Filing Manal Mohammad Yousef's Response To Plaintiff Sixteen Plus' First Set Of Interrogatories To Defendant/Counterclaim Plaintiff Manal Mohammad Yousef***" together with the responses referred to therein, to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

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**Co-Counsel for Plaintiff –
Sixteen Plus Corporation**



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

| | | |
|-----------------------------------|---|-----------------------|
| SIXTEEN PLUS CORPORATION, |) | |
| |) | CIVIL NO. SX-16-CV-65 |
| Plaintiff/Counterclaim Defendant, |) | |
| |) | ACTION FOR |
| vs. |) | DECLARATORY JUDGMENT |
| |) | |
| MANAL MOHAMMAD YOUSEF, |) | JURY TRIAL DEMANDED |
| |) | |
| Defendant/Counterclaim Plaintiff. |) | |
| |) | |

**MANAL MOHAMMAD YOUSEF'S RESPONSE TO
PLAINTIFF/COUNTERCLAIM DEFENDANT SIXTEEN PLUS'
FIRST SET OF INTERROGATORIES TO
DEFENDANT/COUNTERCLAIM PLAINTIFF MANAL MOHAMMAD YOUSEF**

The Defendant/Counterclaim Plaintiff **MANAL MOHAMMAD YOUSEF**, through her undersigned attorney, James L. Hymes, III, hereby responds to Plaintiff/Counterclaim Defendant Sixteen Plus' First Set of Interrogatories as follows:

I. GENERAL OBJECTIONS

Defendant/Counterclaim Plaintiff **MANAL MOHAMMAD YOUSEF**, incorporates the following general objections into each and every interrogatory response as set forth below, and further, by submitting her responses to Interrogatories, does not waive any objections to subject matter jurisdiction, personal jurisdiction, service of process, 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:

1. This defendant/counterclaim plaintiff objects to that portion of plaintiff/counterclaim defendant's instructions and definitions to the extent that they impose any burden on this defendant not specifically provided for by the Virgin Islands Rules of Civil Procedure.

2. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that any full answer thereto would require this defendant/counterclaim plaintiff to divulge information, documents, or communications protected by the attorney-client privilege or the attorney work product doctrine, or to the extent that it seeks information or documents reflecting attorney/client communications, attorney work product, or the work product of non-attorneys prepared for, or under the direction of an attorney, or in anticipation of litigation or for trial preparation.

3. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that it seeks information or documents outside of this defendant's possession and custody, or in the control of a third-party over whom this defendant/counterclaim plaintiff has no power.

4. This defendant/counterclaim plaintiff objects to each interrogatory to the extent it is overly broad, unduly vague, or ambiguous.

5. This defendant/counterclaim plaintiff objects to each interrogatory to the extent it requires the production of information which would be burdensome, oppressive, or expense to produce.

6. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that it seeks information that is not, in any meaningful way, related to the parties' claims or defenses.

7. This defendant/counterclaim plaintiff objects to each interrogatory, or any portion thereof, that seeks information on matters of public record, or other information to which plaintiff/counterclaim defendant has equal access.

8. This defendant/counterclaim plaintiff objects to each interrogatory, or portion thereof, which requires a response that may contain or reflect subsequent remedial measures or reflect information protected by the privilege of self-critical evaluation.

9. This defendant/counterclaim plaintiff objects to each interrogatory to the extent it seeks information not calculated to lead to the discovery of relevant or admissible evidence.

10. This defendant/counterclaim plaintiff objects to any inadvertent disclosure of privileged information being deemed a waiver, or being used affirmatively against them for any reason or purpose.

11. This defendant/counterclaim plaintiff objects to each interrogatory to the extent that it seeks information in excess of the numerical limitation including all discrete subparts.

II. INTERROGATORIES

Interrogatory 1:

Please state your full name, date of birth and all addresses where you have resided since January of 1995.

Response:

My full name is Manal Mohammad Yousef. I was born on April 22, 1968.

From January 1995 to June 2010, I resided in St. Maarten at Cole Bay.

**From June 2010 to the present, I have resided at Ramallah - West Bank
- Palestine.**

Interrogatory 2:

Please state the full name and address of each person with whom you discussed any aspect the loan transaction for the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it prior to the loan being finalized, and for each such person please state:

- a) The approximate dates of each such discussion;
- b) Whether the discussion was in person or not
- c) The specifics, and if specifics are not recalled, the general nature or gist of all such discussions

Response:

I had discussions with my father and my brother Isam at or about the time I loaned the money to Sixteen Plus Corporation. These discussions took place in person and occurred sometime shortly before February 16, 1997. The gist of the discussions were that I would loan approximately Four Million Five Hundred Thousand Dollars (\$4,500,000) to the Sixteen Plus Corporation from money which had been given to me by my father for investment purposes, and that the corporation would execute a promissory note and mortgage to secure the repayment of the loan proceeds to me, plus interest.

Interrogatory 3:

Please describe the source of all funds in your name or under your control that you used as consideration for the loan evidenced by the Promissory Note attached hereto as Exhibit 1 and please state how you were able to amass such a large sum of money by age 29.

Response:

During the course of my lifetime I was given money by my father for my benefit for investment purposes. These funds were managed for me by my brother, Isam.

Interrogatory 4:

Please state the name and address of each person to whom you transferred the funds used as consideration for the loan evidenced by the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it.

Response:

The money which I loaned to Sixteen Plus Corporation was transferred on my behalf by my brother Isam, who had control and management authority of my money which had been given to me by my father for my benefit and for investment purposes.

Interrogatory 5:

Please identify the bank or brokerage account used by you to transfer the funds for the loan evidenced by the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it.

Response:

**The money was transferred from an account managed by my brother
Isam.**

Interrogatory 6:

Please state the name and address of each place you have worked between 1986 and 1996 and for each such place, please state:

- a) Your job title or position
- b) Your rate of pay
- c) The time you started and the time you left each such job

Response:

I have never worked. I have been a housewife my entire life.

Interrogatory 7:

Please state the full name and address of each person with whom you discussed any aspect of the loan transaction for the Promissory Note attached hereto as Exhibit 1 and the mortgage secured by it since the loan was made and for each such person please state:

- a) The approximate dates of each such discussion;
- b) Whether the discussion was in person or not
- c) The specifics, and if specifics are not recalled, the general nature or gist of all such discussions

Response:

See Response to Interrogatory 2, above.

Interrogatory 8:

Describe in detail how the loan between you and Sixteen Plus evidenced by the Promissory Note attached as Exhibit 1 and accompanying Mortgage were negotiated and subsequently agreed to, including the identification of the name and address of all lawyers, third parties and financial institutions involved in this transaction.

Response:

All of the terms and conditions of the promissory note and accompanying mortgage were negotiated on my behalf by my father and my brother Isam.

Interrogatory 9:

Please list all financial accounts you have, that are fully or partially in your name or as to which you are a beneficiary from January 1, 1995 through December 31, 2000, including but not be limited to all: bank accounts, stock brokerage accounts, negotiable instrument accounts, retirement accounts, trading or options accounts, and funds transfer accounts, For each identify the name and address of the institution, the title holder(s), the beneficiaries or trust beneficiaries as well as the last four digits of the account number(s).

Response:

I object to providing any identifying bank or financial institution account numbers on the grounds they need to be kept out of the public domain for safety reasons. Without waiving this objection, the money which was given to me by my father was managed for me by my brother in an account over which he had management control.

Interrogatory 10:

Did you retain Kye Walker to represent you in this case? If so, please state:

- a) The date you retained her services;
- b) The form of communication you used to communicate with her;
- c) The date and nature of any communications you have ever had with the law firm of Dudley, Topper and Fuezezig,

Response:

Attorney Kye Walker was retained on my behalf by my nephew Jamil Yousuf on or about May 10, 2016, pursuant to a general power of attorney given to him by me. In March 2017, I spoke on the telephone with Attorney Walker. I have never had any communications with the law firm of Dudley, Topper and Feuerzeig.

Interrogatory 11:

Regarding the amount due under the Promissory Note attached as Exhibit 1, please state:

- a) The date and amount of all payments, if any, made to you;
- b) Your calculation of the remaining principle due on the Note;
- c) Your calculation of accrued interest due through July 1 ,2017;
- d) Your calculation of the daily accrual of interest after July 1, 2017.

Response:

In the years 1998, 1999, and 2000, payments were made to me by the Sixteen Plus Corporation in the amount of \$360,000.00 in each of those years. In 1998, the payment was made by Waleed Hamed in cash. I do not know the form of the payment of \$360,000.00 in 1999, or in 2000. I have not made a calculation of the accrued interest due through July 1, 2017, or the daily accrual of interest after July 1, 2017. These are simple mathematical calculations that an economist, bookkeeper, or CPA can make based on the terms and conditions of the note given to me by the Sixteen Plus Corporation. At such time as these calculations are made, this response will be supplemented.

Interrogatory 12:

Regarding the Power of Attorney ("POA") attached hereto as Exhibit 2, please state:

- a) Who prepared this POA;
- b) Who presented it to you for signature;
- c) Where were you when you signed it;
- d) The name and address of each person with whom you discussed this POA before signing it;
- e) What were the specifics, and if the specifics are not recalled, the general nature or gist of any conversations you had with any person before you signed it.

Response:

The Power of Attorney attached to the Interrogatories as Exhibit 2 was prepared by the Sixteen Plus Corporation, or by someone on its behalf and at its direction. It was given to me for signature by my brother Isam at the office of the notary public in St. Maarten. I discussed the Power of Attorney with my brother at that time and place. At the time I was asked to sign this Power of Attorney, the Sixteen Plus Corporation had a buyer for the Diamond Keturah property, and it was believed that this Power of Attorney might facilitate the sale and permit me as result to get my money repaid.

Interrogatory 13:

Regarding any oral communications you have had with Fathi Yusuf from 1996 to present that you can recall regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

Response:

In early 1996 or 1997, discussions took place in my home at Cole Bay in St. Maarten between me, my father, my brother, Fathi Yusuf, and Waleed Hamed concerning my loaning the Sixteen Plus Corporation money for it to use to purchase property in St. Croix, U.S. Virgin Islands. The essence of the discussions were that it would be beneficial both to me and to the corporation. My loan would be repaid with interest, and the corporation would be able to buy a valuable piece of property in St. Croix.

Interrogatory 14:

Regarding any oral communications you have had with your brother Isam Yousef from 1996 to present that you can recall regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

Response:

From 1996 to the present, I have had no discussions with my brother regarding the United Corporation. I have had many conversations with him about the loan I made to the Sixteen Plus Corporation. Most of our conversations have taken place on the telephone. In the beginning most of our conversations were regarding how I would benefit from this loan. Later on they concerned why the corporation was not paying interest due on the loan, or why it was not making payment of principal. In more recent times our conversations have involved collection of the debt.

Interrogatory 15:

Regarding any oral communications you have had with Jamil Yousef from 2009 to present that you can recall regarding any matters related to United Corporation, Sixteen Plus, or anything to do with the Defendant's loan to Sixteen Plus, please state:

- a) The date and place of each such communication;
- b) The specifics, and if specifics are not recalled, the general nature or gist of each conversation;
- c) For each such communication, state where you were located when it occurred.

Response:

From 2009 to the present, I have not had any conversations with Jamil regarding the United Corporation. In July, 2012, I met him in Jordan. At that time I gave him a General Power of Attorney to be in charge of the loan which I made to the Sixteen Plus Corporation. Since that time we have spoken on the telephone many times regarding the fact that payments of interest and principal have not been made by the corporation on the loan, and what can and should be done to collect payment.

Interrogatory 16:

Regarding the Promissory Note attached as Exhibit 1, have you ever made a demand for payment? If so, please state when such demand was made. If not, please state why not.

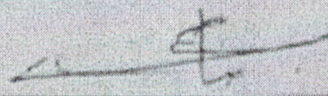
Response:

My brother Isam made many personal requests on my behalf to the corporation for payment of interest and principal on the promissory note. At no time was the validity of the loan or the note denied. Excuses for nonpayment were only that the corporation had financial difficulties. More recently my nephew Jamil arranged for a letter to be sent by a lawyer in St. Maarten asking for payment.

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: _____



Manal Mohammad Yousef

)
) ss.

On this, the _____ day of 2017, before me, the undersigned officer, personally appeared Manal Mohammad Yousef, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document and acknowledged that she executed the same for the purpose therein contained.

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

Notary Public

SIXTEEN PLUS CORPORATION vs. MANAL MOHAMMAD YOUSEF

SCVI/STX Civil No. SX-16-CV-65

MANAL MOHAMMAD YOUSEF'S RESPONSE TO PLAINTIFF/COUNTERCLAIM DEFENDANT SIXTEEN PLUS' FIRST SET OF INTERROGATORIES

Respectfully Submitted,

DATED: July 17, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Defendant/Counterclaim Plaintiff
Manal Mohammad Yousef

By: 

JAMES L. HYMES, III

VI Bar No. 264

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