

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

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SIXTEEN PLUS CORPORATION,	)	
	)	CIVIL NO. SX-16-CV-65
Plaintiff,	)	
	)	ACTION FOR DECLARATORY
vs.	)	DECLARATORY JUDGMENT
	)	
MANAL MOHAMMAD YOUSEF,	)	JURY TRIAL DEMANDED
	)	
Defendant.	)	
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MANAL MOHAMMAD YOUSEF,	)	
	)	
Counter-Claimant,	)	COUNTERCLAIM
	)	
vs.	)	
	)	
SIXTEEN PLUS CORPORATION,	)	
	)	
Counter-Defendant.	)	
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**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**

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**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:

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