

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

SIXTEEN PLUS CORPORATION, ,

Plaintiff/Counterclaim Defendant,

v.

MANAL MOHAMMAD YOUSEF

Defendant/Counterclaim Plaintiff

CIVIL NO. ST-16-CV- 0065

**ACTION FOR
DECLARATORY JUDGMENT**

JURY TRIAL DEMANDED

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

Plaintiff/Counterclaim Defendant Sixteen Plus, by counsel, propounds the following first request for interrogatories pursuant to Rule 33 of the *Virgin Islands Rules of Civil Procedure* (V.I. R. CIV. P.) on the Defendant/Counterclaim Plaintiff Manal Mohammad Yousef.

INSTRUCTIONS

If any of the following Interrogatories cannot be answered in full, please answer to the extent possible, specify the reason for your inability to answer the remainder and state whatever information or knowledge you have concerning the unanswered portion.

Where your investigation is incomplete, give all information known as of the date of signing your answer. Where exact data is unavailable, supply estimated data, indicate

that you have done so, and explain the basis on which the estimate was made.

If you decline to answer any interrogatory, or portion of any interrogatory, on a claim of privilege or other basis for withholding an answer, such as the work product doctrine, state each privilege or other basis for withholding claimed and describe in

detail all foundational facts upon which you base such claim of privilege or basis for withholding.

It is requested that all copies of all documents identified in response be attached to the answers to the responses to these Interrogatories as an exhibit. Please take notice that these Interrogatories are deemed to be continuing up to and including the first day of trial of this action. If at any time, you or any person acting on your behalf obtains additional information called for by these Interrogatories between the time of your response and the time set for trial, please serve supplemental sworn answers setting forth such information.

The words "**and**," as well as "or," shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the specifications all responses which might otherwise be construed to be outside its scope.

Terms in the plural include the singular and terms in the singular include the plural; the use of one gender shall include all others as appropriate in the context.

These interrogatories are continuing in nature so as to require **you, the Defendant**, to file supplemental answers if any additional or different information responsive to these interrogatories is discovered or obtained subsequent to the filing of answers to these interrogatories.

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "**document(s)**" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in the custody,

possession or control of the Defendant - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums - including e-mails, letters, affidavits, filings, engineering studies and for tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and /or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter which is capable of being read, heard or seen with or without mechanical or electronic assistance.

"Communication" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the

foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"**Note**" and/or "**Mortgage**" refers to the note and mortgage between Manal Yousef and Sixteen Plus as to the property known as Diamond Keturah on St. Croix, USVI.

"**You**" or "**Your**" or "**Yourself**" means Manal Mohammad Yousef.

INTERROGATORIES

Interrogatory 1:

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

Response:

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:

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:

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:

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:

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:

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:

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:

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:

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 Feuerzeig.

Response:

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:

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:

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:

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:

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:

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:

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

TERRITORY OF THE UNITED STATES VIRGIN ISLANDS)
DISTRICT OF _____) 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 he/she executed the same for the purpose therein contained.

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

Notary Public

Dated: June 14, 2017



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Email: meckard@hammeckard.com

CERTIFICATE OF SERVICE

I certify that his filing complies with the page and word limitations of the VI R Civ P 6-1(e). I further certify that on the 14th day of June, 2017, I caused a true and correct copy of the foregoing document to be served as follows.

Email/Hand Deliver/Mail

jim@hymeslawvi.com
rauna@hymeslawvi.com

James Hymes, VI, Esq.
1131 King Street
Suite 309
Christiansted, VI 00820

James Hymes VI, Esq.
P.O. Box 990
St. Thomas, Virgin Islands 00804



EXHIBIT 1

\$4,500,000

September 15, 1997
St. Croix, U.S.V.I.

PROMISSORY NOTE

FOR VALUE RECEIVED, Sixteen Plus Corporation ("Maker") promises to pay to the order of Manal Mohamad Yousef ("Holder") of 25 Gold Finch Road Pointe Blanche, St. Martin, N.A.;, or such other place as Holder may designate to Maker in writing from time to time, the principal sum of Four Million, Five Hundred Thousand Dollars (\$4,500,000) together with interest at 8% per annum in lawful money of the United States of America.

Such indebtedness shall be paid as follows:

Payments of interest only (\$360,000 per year) will be made on the anniversary of the date of this note for five years, with payment of the full principal due five years from the date of this note.

This Note is secured by a first priority mortgage ("Mortgage"), dated of even date, in favor of the Holder encumbering certain real property known as:

SEE EXHIBIT A

In further consideration for this loan, Maker agrees to pay to Holder 20% of the net profit received from the sale of the property described in Exhibit A at the time of sale.

Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

Principal Balance		then applicable		number of days
Outstanding on Note	x	prime rate of	x	between date
		<u>interest plus 1/2%</u>		installment due
				and date
	365			installment
				received.

All payments received by Holder shall be applied as follows: first, to any unpaid late fees, costs and expenses; second, to any unpaid accrued interest; and finally, the balance, if any, to principal.

This Note may be prepaid in whole or in part at any time without penalty or premium. Partial prepayments shall be applied as set forth herein and shall not cause a change in the due date or amount of the installments unless otherwise agreed by the Holder in writing.

It is hereby expressly agreed that should any default be made in the payment of principal and interest as stipulated above, and if such monetary default remains uncured for a period of fifteen (15) days, or if there is any default in any of the terms and conditions of the Mortgage, subject to the Notice provision, if any, in said instrument, then a default shall exist hereunder, and in such event the principal indebtedness evidenced hereby, and any other sums advanced or



295-1413

due hereunder or under the Mortgage, at the option of the Holder without notice or demand, at once become due and payable and may be collected forthwith, and the entire unpaid principal balance of this Note shall thereafter bear interest at a per annum rate equal to eighteen percent (18.0%) per annum simple interest. A default shall be cured hereunder only upon the occurrence of the following:

- Payment of the sum and/or performance of the obligation which was the basis of the default; and
- Payment of all sums (including late fees and subsequent installments) and/or performance of all obligations which have become due hereunder as of the date of cure.

In the event this Note, or any part thereof, is collected by or through an attorney-at-law, Maker agrees to pay all costs of collection including, but not limited to, attorney's fees and court costs. Any notice sent in connection with this Note shall be sent in compliance with the notice provisions contained in the Mortgage.

Presentment for payment, demand, protest, notice of demand, protest and non-payment are hereby waived by Maker.

This Note is intended as a contract under and shall be construed, interpreted, and enforceable in accordance with the laws of the United States Virgin Islands.


As used herein, the terms "Maker" and "Holder" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary actions of the parties or by operation of law. In the event that more than one person, firm or entity is a Maker hereunder, then all references to "Maker" shall be deemed to refer equally to each of said persons, firms, or entities, all of whom shall be jointly and severally liable for all of the obligations of Maker hereunder.

IN WITNESS WHEREOF, Maker has caused this Note to be executed by its duly authorized officer effective the date first above written.

DATED: 9/15/97

MAKER:

SIXTEEN PLUS CORPORATION


Waleed Hamed, President

[Corporate SEAL]

A T T E S T:

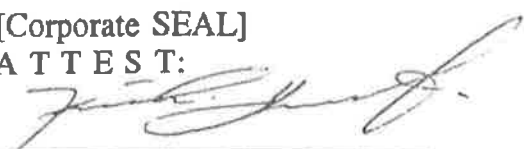

Fathi Yusuf, Secretary

EXHIBIT A

1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
2. Remainder No. 46A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
3. Parcel No. 10, Estate Cane Garden, of approximately 2.0867 U.S. Acres.
4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0868 U.S. Acres.
5. Parcel No. 11, Estate Retreat, Matr. No. 37B of Company Quarter and Peter's Minde, Matr. No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter all of approximately 42.3095 U.S. Acres.
6. Remainder Matr. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres.
7. Parcel No. 9 Estate Cane Garden, of approximately 11.9965 U.S. Acres.
8. Remainder Matr. 32A, Estate Granard, of approximately 41.0736, U.S. Acres.
9. Parcel No. 40, Estate Granard of approximately 14.9507 U.S. Acres.
10. Remainder Matr. No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
11. Parcel No. 4, Estate Diamond, of approximately 5.8662 U.S. Acres.
12. Parcel No. 1, Estate Diamond, of approximately 61.2358 U.S. Acres.
13. Parcel No. 3, Estate Diamond, of approximately 6.9368 U.S. Acres.
14. Parcel No. 2, Estate Diamond, of approximately 6.5484 U.S. Acres.
15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4252 U.S. Acres.
16. Road Plot No. 41, Estate Granard, of approximately 0.4255 U.S. Acres.
17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.

MA

EXHIBIT 2

REAL ESTATE POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that I, Manal Mohamad Yousef, of 25 Gold Finch Road, Pointe Blanche, St. Martin, N.A., have made, constituted and appointed and by these presents do make, constitute and appoint Fathi Yusuf, of P. O. Box 503358, St. Thomas, VI 00804, my true and lawful attorney ["Attorney"], for me and in my name, place and stead, and on my behalf, and for my use and benefit:

To do and perform all and every act and thing whatsoever requisite and necessary to be done in relation to my interest as a Mortgagee/Lender in the real property located on St. Croix, U.S. Virgin Islands, the legal description of which is attached hereto as Exhibit A.

Said acts and things include, but are not limited to all of those powers enumerated in Title 15 Virgin Islands Code, Uniform Power of Attorney Act § 5-604, the execution and delivery of any and all documents such as a Release, Ratification, Assignment, Closing Statement, contracts, affidavits, and any other documents necessary to do all acts related to my interest in said property, including prosecuting foreclosure in my name, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue thereof.

The rights, powers and authority of said attorney-in-fact granted in this instrument shall commence upon the date of execution of this instrument and shall be in and remain in full force and effect until terminated by me in writing and filed in the Recorder of Deeds office wherein said property is situated. I hereby agree to release, indemnify, defend and hold my attorney-in-fact harmless for all claims arising by reason of his acts he so performs in accordance with this instrument and the law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2010.

WITNESSETH:

[Handwritten signatures of witnesses]

[Handwritten signature of Manal Mohamad Yousef]
MANAL MOHAMAD YOUSEF

EXHIBIT



Blumberg No. 5208
EXHIBIT
2

Manal Mohamad Yousef to Fathi Yusuf
Real Estate Power of attorney
Page 2

ACKNOWLEDGMENT

Philipsburg)
) ss:
Sint Maarten)

On this 18th day of May, 2010, before me, the undersigned officer, personally appeared Manal Mohamad Yousef, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and she acknowledged to me that the same was executed for the uses and purposes therein contained.

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



(Signature)
Signature, Notary Public at Law
Francis Edgar Gijssbertha
My Commission Expires: is for life

APOSTILLE

- (Convention de La Haye du 5 octobre 1961)
- 1. Country: Sint Maarten, Netherlands Antilles
The public document
- 2. has been signed by F.E. Gijssbertha
- 3. acting in the capacity of Civil Law Notary
of Sint Maarten
- 4. bears the seal/stamp of the aforementioned
F.E. Gijssbertha
- 5. at Sint Maarten
- 6. the 20-5-10
- 7. The President of the Department of Civil Affairs
acting as Member of The Executive Council
of the Island of Sint Maarten
- 8. No. 464
- 9. Stamp
- 10. Signature: *(Signature)*





11

Handwritten notes and stamps including '20th Feb', 'RECORDED', and 'INDEXED'. The text is partially obscured and difficult to read.

MR



- 1. Parcel No. 8, Estate Cane Garden, of approximately 2.6171 U.S. Acres.
- 2. Remainder No. 45A, Estate Cane Garden, of approximately 7.6460 U.S. Acres.
- 3. Parcel No. 10, Estate Cane Garden, of approximately 2.0857 U.S. Acres.
- 4. Road Plot No. 11, Estate Cane Garden, of approximately 0.0868 U.S. Acres.
- 5. Parcel No. 11, Estate Parcel, Map No. 37B of Company Quarter and Peter's Hedge, Map No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter, of approximately 42.3095 U.S. Acres.
- 6. Remainder Map No. 32B, Estate Cane Garden of approximately 48.5175 U.S. Acres.
- 7. Parcel No. 9, Estate Cane Garden, of approximately 11.9965 U.S. Acres.
- 8. Remainder Map No. 37A, Estate Cane Garden, of approximately 41.0736 U.S. Acres.
- 9. Parcel No. 40, Estate Cane Garden of approximately 14.9307 U.S. Acres.
- 10. Remainder Map No. 31, Estate Diamond, of approximately 74.4220 U.S. Acres.
- 11. Parcel No. 4, Estate Diamond, of approximately 5.8602 U.S. Acres.
- 12. Parcel No. 1, Estate Diamond, of approximately 51.2558 U.S. Acres.
- 13. Parcel No. 3, Estate Diamond, of approximately 6.9968 U.S. Acres.
- 14. Parcel No. 2, Estate Diamond, of approximately 6.3484 U.S. Acres.
- 15. Road Plot No. 12, Estate Cane Garden, of approximately 0.4253 U.S. Acres.
- 16. Road Plot No. 41, Estate Cane Garden, of approximately 0.4253 U.S. Acres.
- 17. Road Plot No. 6, Estate Diamond, of approximately 0.8510 U.S. Acres.

EXHIBIT A

التجديدات
RENEWALS



توقيع صاحب الجواز
SIGNATURE OF HOLDER

المملكة الأردنية الهاشمية THE HASHEMITE KINGDOM OF JORDAN

	جواز سفر Passport	Type / النوع P	رمز الدولة / Country Code JOR	رقم جواز السفر / Passport No. T518558
	الاسم / Name MANAL MOHAMMAD YOUSEF MOHAMMAD منال محمد يوسف محمد			
		تاريخ الميلاد / Date of Birth 1968		مكان الميلاد / Place of Birth AMMAN عمان
		الجنس / Sex F / أنثى		اسم الأم / Mother's Name MASOUDEH مسعودة
		تاريخ الصلاحية / Date of Expiry 20 MAY 2013	تاريخ الميلاد / Date of Issue 21 MAY 2008	مكان الميلاد / Place of Issue AMMAN عمان
				العنوان / Address Holland هولندا

Machine Readable
مقر ملزوم ألبا

