

**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 SIXTEEN PLUS' FIRST SET OF REQUESTS FOR ADMISSION

Sixteen Plus Corporation, by and through its undersigned counsel, propounds the following First Set of Request for Admissions pursuant to V.I. R. Civ. P. 36 of the *Virgin Islands Rules of Civil Procedure* on the Defendant, Manal Mohammad Yousef.

TERMS AND MEANINGS

"**You**" or "**Yours**" shall mean the defendant Manal Yousef.

REQUESTS FOR ADMISSIONS

1. ADMIT that Fathi Yusuf is your uncle
2. ADMIT that Isam Yousef is your brother.
3. ADMIT that Jamil Yousef is your nephew.
4. ADMIT that you resided in St. Martin in 1997.
5. ADMIT that over the course of your lifetime that you personally had not earned more than an aggregate of one million dollars in wages or investment income as of February 13, 1997.
6. ADMIT that over the course of your lifetime that you personally, never had more than one million dollars in assets in any personal savings account, checking account,

investment account or brokerage account that was in your name as of February 13, 1997.

7. ADMIT that you personally did not use any of your own funds for the loan made to Sixteen Plus that is evidenced by the Promissory Note attached hereto as **Exhibit 1**.

8. ADMIT that Fathi Yusuf requested that you sign the Power of Attorney attached hereto as **Exhibit 2**.

9. ADMIT that you lived in St. Martin at the time you signed the Power of Attorney attached hereto as **Exhibit 2**.

10. ADMIT that you never spoke to the lawyer in St. Martin who sent the letter attached as **Exhibit 3** before the date on the letter.

11. ADMIT that you never spoke to Kye Walker at any time prior to April 1, 2017.

12. ADMIT that you have never spoken to James Hymes at any time prior to June 1, 2017.

13. ADMIT that you are not entitled to keep any funds related to the repayment of the Promissory Note attached hereto as **Exhibit 1**.

Dated: June 14, 2017



Joel H. Holt, Esq. (Bar # 6)

Counsel for Plaintiffs
Law Offices of Joel H. Holt
2132 Company Street,
Christiansted, VI 00820
Email: holtvi@aol.com
Tele: (340) 773-8709
Fax: (340) 773-8677

Mark W. Eckard, Esq. (VI Bar No. 1051)
Co-Counsel for Plaintiffs
HAMM ECKARD, LLP
5030 Anchor Way, Ste. 13
Christiansted, VI 00824
Phone: (340) 773-6955
Fax: (302) 543-2455
Email: meckard@hammeckard.com

CERTIFICATE OF SERVICE

I hereby certify that this document complies with the page or word limitation set forth in Rule 6-1(e) and that on June 14, 2017, I caused a copy of the foregoing document to be served via email and to be mailed via regular United States Mail, postage pre-paid, to:

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

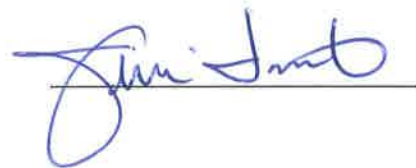
A handwritten signature in blue ink, appearing to read "Jim Hymes", is written over a horizontal line.

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.

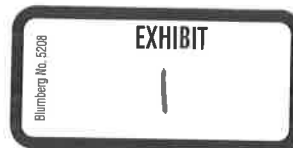
Maker shall pay to holder a late charge in the event that any installment is not received by the Holder on the date that it is due. The late charge shall be computed as follows:

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
Waleed Hamed, President

[Corporate SEAL]

A T T E S T:

Fathi Yusuf
Fathi Yusuf, Secretary

ACKNOWLEDGEMENT FOR CORPORATION

TERRITORY OF THE VIRGIN ISLANDS)
) SS:
DIVISION OF ST. CROIX)

On this 15 day of Sept-, 1997, before me the undersigned officer, personally appeared **Waleed M. Hamed**, known to me (or satisfactorily proven) and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the President of Sixteen Plus Corporation, the corporation named in this Note;
- (b) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this document; and
- (d) this person signed this proof to attest to the truth of these facts.

SIGNED AND SWORN to before me on
this 15 day of Sept, 1997.



Notary Public

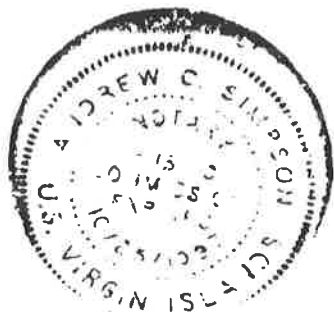


EXHIBIT A

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.



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 Mortgage/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



EXHIBIT
2

Blumberg No. 5206

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
This 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 and stamp of the aforementioned
F.E. Gijssbertha

CERTIFIED

- 1. at Sint Maarten on the 20-5-10
- 2. The official seal of the Department of Civil Affairs
acting as Minister of The Executive Council
of the Island of Sint Maarten
- 3. No. 464-10. Signature: *[Signature]*





Handwritten notes and stamps, including a date stamp 'FEB 28 1966' and a reference to 'RECORDED IN RECORDS BOOK FOR THE DISTRICT OF ST. PETERSBURG, FLORIDA'.

Handwritten initials 'MK'.



- 1. Parcel No. 8, Estate Case Garden, of approximately 2,6171 U.S. Acres.
- 2. Remainder No. 46A, Estate Case Garden, of approximately 7,6460 U.S. Acres.
- 3. Parcel No. 10, Estate Case Garden, of approximately 2,0897 U.S. Acres.
- 4. Road Plot No. 11, Estate Case Garden, of approximately 0,0868 U.S. Acres.
- 5. Parcel No. 11, Estate Forest, Map, No. 37B of Company Quarter and Peter's Middle, Map, No. 37A and 37BA, Company Quarter, and No. 54 Queen's Quarter of approximately 42,3095 U.S. Acres.
- 6. Remainder Map, 32B, Estate Case Garden of approximately 48,5175 U.S. Acres.
- 7. Parcel No. 9, Estate Case Garden, of approximately 11,9965 U.S. Acres.
- 8. Remainder Map, 37A, Estate Garden, of approximately 41,0736, U.S. Acres.
- 9. Parcel No. 40, Estate Garden of approximately 14,3507 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 5,8692 U.S. Acres.
- 12. Parcel No. 1, Estate Diamond, of approximately 61,2958 U.S. Acres.
- 13. Parcel No. 3, Estate Diamond, of approximately 6,9968 U.S. Acres.
- 14. Parcel No. 2, Estate Diamond, of approximately 6,5444 U.S. Acres.
- 15. Road Plot No. 12, Estate Case Garden, of approximately 0,4252 U.S. Acres.
- 16. Road Plot No. 41, Estate Garden, of approximately 0,4255 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	نوع / Type 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 1988		مكان الميلاد / Place of Birth AMMAN عمان
		الجنس / Sex F		اسم الأم / Mother's Name MASOUDEH مسمودة
		تاريخ الصلاحية / Date of Expiry 21 MAY/ 2008		مكان الصلاحية / Validity AMMAN عمان
		تاريخ انتهاء الصلاحية / Date of Expiry 20 MAY/ 2013		العنوان / Address Holland هولندا

Non Machine Readable غير مطروء آليا



EXHIBIT 3



BZSE

Attorneys at Law | Tax Lawyers

Sixteen Plus Corporation
4 C & D Sion Farm
Christiansted
St. Croix 00820, U.S.V.I.

Par Courier

St. Maarten, December 12, 2012

Ref.: **Manal Mohamad Yousef / Collection loan**

Dear Sir, Madame,

My client Manal Mohamad Yousef requested me to inform you of the following.

As it appears from documents in my possession your company owes client an amount of no less than US\$ 14,612,662.23 (Fourteen Million Six Hundred Twelve Thousand Six Hundred Sixty Two United States Dollars and Twenty Three Dollar Cent), for both principle and interest, based on a promissory note between client and your company dated September 15, 1007 and a First Priority Mortgage dated February 22, 1999. Apart from this your company owes client at least an amount of US\$ 3,000,000.00 for late penalties.

Client is no longer willing to accept your negligent payment behavior and hereby summons you to pay off the entire debt mentioned, to the total of US\$ 17,612,662.23, to client within two (2) weeks from the postdating of this letter. Failure to comply therewith shall result in legal measures taken against your company forthwith, the costs of which will be for your account only.

Sincerely yours,

Jelmer G. Snow



JOEL H. HOLT, ESQ. P.C.

*2132 Company Street, Suite 2
Christiansted, St. Croix
U.S. Virgin Islands 00820*

*Tele. (340) 773-8709
Fax (340) 773-8677
E-mail: holtvi@aol.com*

December 24, 2012

Jelmar G. Snow, Esq.
BZSE
Kudu Driver #2, Bel Air
P.O. Box 373, Philipsburg
Sint Maarten

Via fax 599-542-7551 and mail

Re: Manal Mohamad Yousef/Sixteen Plus, Inc.

Dear Mr. Snow:

I understand why you rudely hung up on me on Friday, as you now obviously realize that you should have never sent the letter in question to Sixteen Plus, Inc. Aside from the fact that you are effectively practicing law in a jurisdiction where you are not admitted, you sent a letter on behalf of a person, Manal Mohamad Yousef, whom you have apparently never met or spoken with--and who appears to never have authorized you to send that letter.

Indeed, I do not understand why a lawyer in Sint Maarten would not question the propriety of being asked by someone from the Virgin Islands to send a demand letter to someone in the Virgin Islands involving real property located in the Virgin Islands. It is hard to believe that this scenario did not make you suspicious when you were retained by Mr. Yusuf to send this letter.

I suspect Mr. Yusuf assured you it was proper, but in my view you have an independent duty to verify certain basic facts about the matter before sending such a letter under the questionable circumstances in question. Had you inquired further, you would have found that Mr. Yusuf's family owns one-half of Sixteen Plus, Inc. Obviously he appears to be using your services to try to obtain the other 50% shareholder's interest. Of course, if the mortgage were valid, your alleged client, Manal Mohamed Yousef, would be adverse to your actual client, Mr. Yusuf.

If you had inquired further you would also have discovered that Mr. Yusuf, along with the United Corporation and others, was indicted by the taxing authorities in the Virgin Islands in 2003. While the case against Mr. Yusuf (and others) was finally dropped in

2010, the United Corporation, whom I suspect actually paid for your services, remains under indictment.

Finally, if you had inquired further, you would have discovered that Mr. Yusuf is involved in civil litigation with his partner here, which indirectly involves the asset owned by Sixteen Plus, Inc. Had you known this, you might have thought to ask him why he did not use any of the multiple lawyers he has already retained (who are admitted here) to send the letter you sent.

In due course, the mortgage will be proven to be invalid in my opinion, but I question whether you should remain involved any further in this matter in this jurisdiction unless (1) you can produce something in writing demonstrating that you have authorization to represent Manal Mohamed Yousef which (2) also waives any conflict you appear to have in representing Mr. Yusuf at the same time. I would be very interested in seeing such a document. If you do decide to become involved further here, you might also look into the law in the Virgin Islands regarding what should be included in a demand letter.

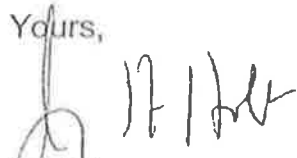
You also commented on the timing of my call, as the holidays are here, but you are the one who dictated the timing by requesting a response by December 26, 2012. I had called twice earlier in the week, as I had hoped a phone call would resolve this matter, but since you requested a written response when we finally spoke on Friday, please consider this letter as that response.

Finally, as for your comment about "American" lawyers, if you take the time to check me out, you will find I have an excellent reputation as well, despite what Mr. Yusuf might say. Indeed, Mr. Yusuf would do far better trying to amicably resolve these matters with his partner than resorting to such tactics like having a Sint Maarten Lawyer send a demand letter to a company in which his family has a 50% interest. In any event, while I do not like sending letters like this one, neither you nor Mr. Yusuf has left me any other alternative.

Please let me know if you have any questions or if you think there is additional information I should know. I am always glad to discuss anything you think I may have misunderstood or overlooked. However, if you wish to communicate with Sixteen Plus, Inc., please do so in writing sent to my attention at the above address.

Enjoy the rest of the holidays.

Yours,



Joel H. Holt
JHH/jf

Subj: **Your letter of today**
Date: 12/24/2012 11:55:30 A.M. Atlantic Standard Time
From: jsnow@bzselaw.com
To: Holtvi@aol.com

Dear Mr. Holt,

Apart from not being aware of any 'rude hang up' on your unannounced interrogative phone call of last Friday, please be notified that I am not accustomed to interrogations being conducted by opposing (American) lawyers through phone calls and see **no** reason to cooperate therewith. In case you find it necessary to interrogate me for whatever reason, you are **strongly** advised to follow the proper procedure(s).

I will discuss the relevant parts of your letter with client and will get back to you in due time.

Sincerely,

mr. Jelmer G. Snow
Attorney at Law



Attorneys at Law | Tax Lawyers

Kudu Drive 2, Belair

P.O. Box 737

St. Maarten

Tel: +1 (721) 542.3832 / +1 (721) 542.7550

Fax: +1 (721) 542.7551

Mobile: +1 (721) 554.4757

jsnow@bzselaw.com

www.bzselaw.com

CONFIDENTIALITY NOTICE

The information contained in this e-mail and any attachments is strictly confidential. If you have received this e-mail in error please delete this e-mail and any attachment without copying. You are not allowed to read, copy or disclose in any way the contents of this e-mail, any attachments or any part thereof.

EXCLUSIVE CONTRACTING PARTY:

BergmanZwanikkenSnowEssed Attorneys at Law is the trade name of a partnership of limited liability companies, registered with the trade register on the Country of Sint Maarten. BergmanZwanikkenSnowEssed is the exclusive contracting party in respect of all commissioned work.

LIMITED LIABILITY NOTICE:

All our services as well as all relations with third parties are governed by the General Terms & Conditions of BergmanZwanikkenSnowEssed, which include a limitation of liability. These terms have been filed with the Court of First Instance, seat Sint Maarten and will be sent to you – free of charge – upon request.

From: Stefan B. Herpel <sherpel@dtflaw.com>
 To: Joel Holt <holtvi@aol.com>
 Cc: nizar <nizar@dewood-law.com>; carl <carl@carlhartmann.com>; kimjapinga <kimjapinga@gmail.com>
 Subject: RE: Supplemental Discovery Responses
 Date: Fri, Aug 5, 2016 4:09 pm

Joel,
 I am on vacation through part of next week. Here are my responses to your numbered paragraphs:

- 1. I will supplement with the nature of the conversation with the agent.
- 2. I stand by my objection to providing a phone number for Manal Yousef, and rely on what I stated in the objection and the decision in Nathaniel v. American Airlines, 2008 U.S. Dist. LEXIS 95336 (D. V.I. 2008). ↙
- 3. I stand by my statement in the supplemental Rule 34 response that based on a reasonable search there are no other documents responsive to your request. I believe that supplemental response to your request is sufficient under the Rules (and I thought from our meet and confer that is what you wanted), and that I am not under any duty to go into more detail.
- 4. Mr. Yusuf is returning imminently to the islands and I should be able to get a scanned signature page to you by Tuesday, along with the supplemental information I described in interrogatory 1.

Regards,
 Stefan

From: Joel Holt [holtvi@aol.com]
 Sent: Monday, August 01, 2016 7:23 AM
 To: Stefan B. Herpel
 Cc: nizar@dewood-law.com; carl@carlhartmann.com; kimjapinga@gmail.com
 Subject: Re: Supplemental Discovery Responses

Stefan-can you respond to the email below?

Joel H Holt
 132 Company St.
 Christiansted, VI 00820
 40-773-8709

On Jul 26, 2016, at 4:21 PM, Joel Holt <holtvi@aol.com<mailto:holtvi@aol.com>> wrote:

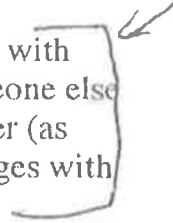
Stefan-I reviewed these new responses and there are still several deficiencies:

1) Interrogatory Response #5-The original interrogatory response indicated the last communication was with the agent for Manal Yousef—thus, we had expected supplementation to deal with communications with that agent. As the supplemental response deleted references to this agent, can you please provide the name and

address of the agent and describe the communications with this agent.

2) Supplemental Interrogatory Response #5-I appreciate the supplementation of this response, but your client is still required to produce Manal Yousef's phone number under Rule 26 as well as this request— please provide it.

3) Supplemental Document Response #13-The documents you referenced as documents exchanged with Manal Yousef only include the deed, mortgage, mortgage note and certain wire transfers from someone else – please confirm there are no letters, faxes, emails, documents showing any interest payments to her (as alleged were made), powers of attorney, pre-mortgage negotiations or any other documents exchanges with your client and her or her agent



4) Interrogatories-I still need a verification page from your client.

Please get back to me as soon as possible so we can resolve these last few issues.

Joel H. Holt, Esq.
1132 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
(340) 773-8709

-----Original Message-----

From: Stefan B. Herpel <sherpel@dtflaw.com<mailto:sherpel@dtflaw.com>>
To: 'Joel Holt' <holtvi@aol.com<mailto:holtvi@aol.com>>
Cc: Nizar A. DeWood, Esq. (nizar@dewood-law.com<mailto:nizar@dewood-law.com>) <nizar@dewood-law.com<mailto:nizar@dewood-law.com>>
Sent: Thu, Jul 21, 2016 8:14 pm
Subject: Supplemental Discovery Responses

Joel,

Attached are the supplemental responses to the interrogatories and documents requests in the Sixteen Plus/Peter's Farm case. I appreciate your patience in waiting for this supplementation.

I believe that these supplementations address the issues raised in our meet and confer, and that they will moot the need for you to file the motion to compel alluded to in your email of this morning.

I still owe you a certification page. Mr. Yusuf is out of town, and I will provide that to you as soon as he returns. I don't have a secretary at this hour, and will send the originals of these attachments by mail tomorrow.

Regards,

Stefan