

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

MANAL MOHAMMAD YOUSEF,)	
a/k/a MANAL MOHAMAD YOUSEF,)	
)	CIVIL NO. SX-17-CV-342
Plaintiff,)	
)	ACTION FOR DEBT AND
vs.)	FORECLOSURE OF REAL
)	PROPERTY MORTGAGE
SIXTEEN PLUS CORPORATION,)	
)	COUNTERCLAIM FOR
Defendant.)	DAMAGES
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SIXTEEN PLUS CORPORATION,)	JURY TRIAL DEMANDED
)	
Counterclaim Plaintiff,)	
)	
Vs.)	
)	
MANAL MOHAMMAD YOUSEF a/k/a)	
MANAL MOHAMAD YOUSEF and)	
FATHI YUSUF,)	
)	
Counterclaim Defendants.)	
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ANSWER TO COUNTERCLAIM

COMES NOW the Plaintiff/Counterclaim Defendant, Manal Mohammad Yousef a/k/a Manal Mohamad Yousef, and, without waiving any portions of her Motion to Disqualify Counsel for the Defendant/Counterclaim Plaintiff, and without waiving the lack of jurisdiction of this Court to hear the Counterclaim, and in an effort to avoid and mitigate

threatened protracted motion practice by the attorney for the Defendant/Counterclaimant, respectfully submits her answer to the Counterclaim:

1. **DENIES** the allegations contained in paragraph 1 of the Counterclaim and leaves the plaintiff to its strict proof thereof.
2. **DENIES** the allegations contained in paragraph 2 of the Counterclaim either by reason of the fact they are false, or for lack of information.
3. **ADMITS** the allegations contained in paragraph 3 of the Counterclaim.
4. **DENIES** the allegations contained in paragraph 4 of the Counterclaim.
5. **DENIES** allegations contained in paragraph 5 of the Counterclaim for lack of information.
6. **DENIES** the allegations contained in paragraph 6 of the Counterclaim for lack of information.
7. **DENIES** allegations contained in paragraph 7 of the Counterclaim for lack of information.
8. **DENIES** the allegations contained in paragraph 8 of the Counterclaim for lack of information.
9. **DENIES** the allegations contained in paragraph 9 of the Counterclaim for lack of information.
10. **DENIES** the allegations contained in paragraph 10 of the Counterclaim for lack of information.
11. **DENIES** allegations contained in paragraph 11 of the Counterclaim for lack of information.

12. **DENIES** the allegations contained in paragraph 12 of the Counterclaim.

13. **DENIES** the allegations contained in paragraph 13 of the Counterclaim either by reason of the fact they are false, or for lack of information.

14. **DENIES** the allegations contained in paragraph 14 of the Counterclaim.

15. **DENIES** the allegations contained in paragraph 15 of the Counterclaim.

16. **DENIES** the allegations contained in paragraph 16 of the Counterclaim.

17. **DENIES** the allegations contained in paragraph 17 of the Counterclaim either by reason of the fact they are false, or for lack of information.

18. **DENIES** the allegations contained in paragraph 18 of the Counterclaim.

19. **DENIES** the allegations contained in paragraph 19 of the Counterclaim.

20. **DENIES** the allegations contained in paragraph 20 of the Counterclaim for lack of information.

21. **DENIES** the allegations contained in paragraph 21 of the Counterclaim for lack of information.

22. **DENIES** that the mortgage given by Sixteen Plus Corporation to the Plaintiff/Counterclaim Defendant was a sham, and further **DENIES** the remaining allegations contained in paragraph 22 of the Counterclaim for lack of information.

23. **DENIES** the allegations contained in paragraph 23 of the Counterclaim.

24. **DENIES** the allegations contained in paragraph 24 of the Counterclaim for lack of information.

25. **DENIES** the allegations contained in paragraph 25 of the Counterclaim for lack of information.

26. **DENIES** the allegations contained in paragraph 26 of the Counterclaim for lack of information.

27. **DENIES** the allegations contained in paragraph 27 of the Counterclaim for lack of information.

28. **ADMITS** that in May, 2010, the Plaintiff/Counterclaim Defendant gave a Real Estate Power of Attorney to Fathi Yusuf, the content of which speaks for itself, but **DENIES** the remaining allegations contained in paragraph 28 of the Counterclaim either by reason of the fact they are false, or for lack of information.

29. **DENIES** the allegations contained in paragraph 29 of the Counterclaim either by reason of the fact they are false, or for lack of information.

30. **DENIES** the allegations contained in paragraph 30 of the Counterclaim for lack of information.

31. **DENIES** the allegations contained in paragraph 31 of the Counterclaim for lack of information.

32. **ADMITS** that immunity was not given by the federal government to the plaintiff Counterclaim defendant, but **DENIES** the remaining allegations contained in paragraph 32 of the Counterclaim for lack of information.

33. **DENIES** the allegations contained in paragraph 33 of the Counterclaim.

34. **DENIES** the allegations contained in paragraph 34 of the Counterclaim.

COUNT I

35. The Plaintiff/Counterclaim Defendant repeats and re-alleges her responses to paragraphs 1 through 34 above as if fully set forth herein below.

36. **DENIES** the allegations contained in paragraph 36 of Count I of the Counterclaim.

37. **DENIES** the allegations contained in paragraph 37 of Count I of the Counterclaim.

38. **DENIES** the allegations contained in paragraph 38 of Count I of the Counterclaim.

39. **DENIES** the allegations contained in paragraph 39 of Count I of the Counterclaim.

COUNT II

40. The Plaintiff/Counterclaim Defendant repeats and re-alleges her responses to paragraphs 1 through 39 above as if fully set forth herein below.

41. **DENIES** the allegations contained in paragraph 41 of Count II of the Counterclaim for lack of information.

42. **DENIES** the allegations contained in paragraph 42 of Count II of the Counterclaim for lack of information.

43. **DENIES** that Fathi Yusuf is the agent for the Plaintiff/Counterclaim Defendant, and further **DENIES** the remaining allegations contained in paragraph 43 of

Count II of the Counterclaim either by reason of the fact they are false, or for lack of information.

44. **DENIES** the allegations contained in paragraph 44 of Count II of the Counterclaim.

AFFIRMATIVE DEFENSES

1. This Court lacks subject matter jurisdiction to hear the Counterclaim.
2. The Counterclaim fails to state a cause of action against the Plaintiff/Counterclaim Defendant upon which the Court may grant relief.
3. The Counterclaim is null and void as never having been authorized by a corporate resolution of the Board of Directors as required by law.
4. Counsel for the Defendant/Counterclaim Plaintiff must be disqualified and further barred from taking any action with respect to this litigation for the reasons set forth in the pending motions to disqualify counsel heretofore filed herein.
5. The Counterclaim Plaintiff is barred from recovery herein due to the doctrine of unclean hands
6. The Counterclaim Plaintiff is barred from recovery herein due to principles of estoppel.
7. The Counterclaim Plaintiff is barred from recovery herein due to principles of unjust enrichment.

8. The Counterclaim Plaintiff is barred from recovery herein to the extent he seeks to benefit from criminal acts conducted by it or its directors or shareholders who authorized the institution of his Counterclaim

9. The Plaintiff/Counterclaim Defendant is entitled to an award of damages which offsets her recovery of the principal amount of her mortgage, including interest and penalties against any damages recovered herein.

10. The Defendant/Counterclaim Plaintiff is barred from recovery herein based on the principles of waiver and estoppel.

11. The Defendant/Counterclaim Plaintiff is barred from recovery herein by reason of the fact the note and mortgage held by the Plaintiff/Counterclaim Defendant is valid and enforceable.

12. The Defendant/Counterclaim Plaintiff is barred from recovery herein by reason of the fact that there was good and valuable consideration for the note and mortgage given by it to the Plaintiff/Counterclaim Defendant.

13. The Defendant/Counterclaim Plaintiff is barred from recovery herein for the reason set forth in the Complaint of the Plaintiff/Counterclaim Defendant to foreclose her mortgage in this same cause of action.

14. The Court lacks personal and subject matter jurisdiction to the extent the Defendant/Counterclaim Plaintiff is not a corporation in good standing.

15. The Defendant/Counterclaim Plaintiff is barred from recovery herein due to the principles of laches.

16. The Defendant/Counterclaim Plaintiff is barred from recovery herein by reason of the expiration of the applicable statute of limitations.

17. The Defendant/Counterclaim Plaintiff is barred from recovery herein to the extent he seeks to benefit from criminal acts conducted by it or its directors or shareholders who authorized the institution of his Counterclaim and 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 not in the best interests of the corporation.

18. Defendant/Counterclaim Plaintiff's three (3) interest only payments pursuant to the terms and conditions of the First Priority Mortgage and/or Promissory Note constitutes an admission by Defendant/Counterclaim Plaintiff of its liability for the whole debt due and owing under the First Priority Mortgage and/or Promissory Note and any portion remaining unpaid.

19. Defendant/Counterclaim Plaintiff's Counterclaim is barred by doctrines of res judicata and/or collateral estoppel.

20. Defendant/Counterclaim Plaintiff's claims are defeated by documentary evidence.

21. Plaintiff/Counterclaim Defendant assert a valid and binding First Priority Mortgage and/or Promissory Note exists between her and Defendant/Counterclaim Plaintiff.

22. The Plaintiff/Counterclaim Defendant adopts any other relevant defenses asserted by Counterclaim Defendant Fathi Yusuf.

23. The Plaintiff/Counterclaim Defendant reserves the right to add additional defenses which may become appropriate and available to her during the course of discovery.

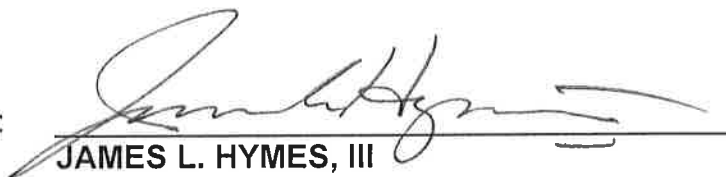
WHEREFORE, the Plaintiff/Counterclaim Defendant respectfully requests this Court enter an order dismissing the Counterclaim against her, and further awarding her the relief requested by her in her Complaint to foreclose her mortgage.

Respectfully Submitted,

DATED: December 29, 2017.

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

By:



JAMES L. HYMES, III

VI Bar No. 264

P.O. Box 990

St. Thomas, Virgin Islands 00804-0990

Telephone: (340) 776-3470

Facsimile: (340) 775-3300

E-Mail: jim@hymeslawvi.com;

rauna@hymeslawvi.com

CERTIFICATE OF SERVICE

I hereby certify that on this the 29th day of December, 2017, I caused an exact copy of the foregoing ***“Answer to Counterclaim”*** to be served electronically by e-mail, and by mailing same, postage pre-paid, to the following counsel of record:

JOEL H. HOLT, ESQ.

LAW OFFICES OF JOEL H. HOLT
2132 Company Street
Christiansted, USVI, 00820
holtvi.plaza@gmail.com

Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

CARL J. HARTMANN, III, ESQ.

5000 Estate Coakley Bay, L-6
Christiansted, VI 00820
carl@carlhartmann.com

Co-Counsel for Defendant/Counterclaim Plaintiff Sixteen Plus Corporation

GREGORY H. HODGES, ESQ. (VI Bar No. 174)

STEPHEN HERPEL, ESQ. (VI Bar No. 1019)

LISA MICHELLE KOMIVES, ESQ. (VI Bar No. 1171)

DUDLEY, TOPPER AND FEUERZEIG, LLP
Law House, 10000 Frederiksberg Gade
P.O. Box 756
St. Thomas, VI 00804-0756

ghodges@dtflaw.com

sherpel@dtflaw.com

lkomives@dtflaw.com

Attorneys for Counterclaim Defendant Fathi Yusuf

