

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

**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff/Counterclaim Defendant,*

vs.

**FATHI YUSUF** and **UNITED CORPORATION**

*Defendants and Counterclaimants.*

vs.

**WALEED HAMED, WAHEED HAMED,  
MUFEED HAMED, HISHAM HAMED, and  
PLESSEN ENTERPRISES, INC.,**

*Counterclaim Defendants,*

**Case No.: SX-2012-cv-370**

**ACTION FOR DAMAGES,  
INJUNCTIVE RELIEF AND  
DECLARATORY RELIEF**

JURY TRIAL DEMANDED

Consolidated with

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**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff,*

vs.

**UNITED CORPORATION,**

*Defendant.*

**Case No.: SX-2014-CV-287**

**ACTION FOR DECLARATORY  
JUDGMENT**

JURY TRIAL DEMANDED

Consolidated with

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**WALEED HAMED**, as the Executor of the  
Estate of MOHAMMAD HAMED,

*Plaintiff,*

vs.

**FATHI YUSUF,**

*Defendant.*

**Case No.: SX-2014-CV-278**

**ACTION FOR DEBT AND  
CONVERSION**

JURY TRIAL DEMANDED

**HAMED'S REPLY AS TO CLAIM NO. H-10 --  
MARY GONZALES' POST-SPLIT BONUS**

In his motion as to this issue, Hamed made two salient points: (1) by order, all employment issues after a 'date certain' when the two St. Croix stores split were to be paid by the new employer, and (2) Yusuf paid Mary Gonzales' bonus from Partnership funds, but did not pay similar amounts to Hamed for employees who left after that date.<sup>1</sup> Yusuf does not dispute these two points, admitting: "**Thereafter**, Mr. Yusuf used Partnership funds to pay this bonus, **which is not disputed**." That admission ends the matter.

Moreover, he concedes that when Ms. Gonzales retired, she was solely and completely his employee: stating ".24% of her period of employment working for Plaza Extra-East **after its transfer**." Yes, but it was the *LAST* .24% -- a period for which Yusuf had taken full legal and financial responsibility. Imagine any other employer claiming that an employee's last employer should pay for a retirement bonus that a new employer agreed to -- and without discussion!

Instead, Yusuf comes up with a new theory, completely divorced from the plain language of the Orders severing the operations of the two stores -- arguing that since most of her time was as a Partnership employee, and because he 'can decide whatever he wants,' all of those Orders should be ignored. At page 2, he states "Yusuf had the discretion

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<sup>1</sup> Hamed stated in part in his opening memorandum on this Claim:

The Plaza East store was transferred to Yusuf on March 9, 2015. See Exhibit 1. After that date, Gonzales was on that store's payroll, as **she was not an employee of the Partnership**. A decision was **subsequently made** in April of 2015 by Mr. Yusuf and Mary Gonzales that she should retire, with her to receive \$28,899.28 as a retirement "bonus". See Exhibit 2. The only thing that makes this unique is that Yusuf then charged the \$28,899.28 back to the Partnership, even though Gonzales was his employee when it was decided she should retire, and not an employee of the Partnership.

**Thereafter, Mr. Yusuf used Partnership funds to pay this bonus, which is not disputed.** However, as the decision to retire was made after she was an employee of New Plaza East, owned by Yusuf, this is not a Partnership obligation. The Hameds were not consulted. The Hameds paid such retirement benefits to the employees who went to the West store and subsequently retired. (Emphasis supplied.)

as Liquidating Partner to determine the amount of Ms. Gonzales' bonus for her long service to the partnership." He could determine the amount of the bonus, but under the applicable Orders **he had no power to make *the Partnership pay for it after she was solely his employee.***

In short, the fact that Mary Gonzales may have been a fine candidate for such a voluntary bonus is *not* the issue. The only question is who should pay for it—her then current employer or a former employer. Indeed, if this bonus is subject to 'allocation' between the Partnership and the new employers based on percentages of time worked, does this mean **every employee who has retired or will retire** should be paid, in part, from Partnership funds even though the stores were separated almost three years ago? Can it be just Yusuf employee in his "discretion" ? How long will this go on? Will it be a continuing liability until 50% of the time was for the Partnership, or will it go out a full 20 years? How will it be administered?

**Dated:** January 19, 2018



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**CERTIFICATE OF SERVICE**

I hereby certify that on this 19th day of January, 2018, I served a copy of the foregoing by email, as agreed by the parties, on:

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Handwritten signature of Carl J. Hamed in blue ink, written over a horizontal line.

**CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)**

This document complies with the page or word limitation set forth in Rule 6-1(e).



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