

Nov 10, 2016, 4:45 pm

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No. 93702-8

THE SUPREME COURT OF THE STATE OF WASHINGTON

FENTAHUN AMARE, Petitioner

Vs.

MOHAMED MOHAMUD, et al. d/b/a WASHINGTON
ACCESSIBLE TRANSPORTATION, LLC., a Washington State
Corporation, Respondents

MOHAMUD SHARAWA, d/b/a WASHINGTON ACCESSIBLE
TAXI ASSOCIATION, LLC., a Washington State Corporation.
Respondents

PETITION FOR REVIEW

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TAXI ASSOCIATION, LLC a
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PETITIONER'S BRIEF

A. IDENTITY OF PETITIONER

Amare Fentahun is the Petitioner, Pro Se who is an immigrant from Ethiopia. Amare is a family man, who leads a clean and honest life, working very hard as he has done throughout his life in pursuit of happiness for his family and himself. Petitioner is a victim of heinous crimes who survived attempted murder.

B. INTRODUCTION

Petitioner was one of the three founders of the Washington Accessible Taxi, LLC formed on July 3, 2006. The Corporation was known as WAT abbreviating its name. The judges have disputed this fact suggesting that all corporations use the term WAT as acronym to refer to the program of King County's Wheelchair Accessible Taxicab services. Petitioner continues to use the word 'Taxi' that the Judges used in references to Washington Accessible Taxi, LLC without accepting or agreeing to the wrong designation.

Taxi, LLC started providing overflow wheelchair accessible taxi services to City of Seattle (City) and King County (County) starting 2006. In 2009, King County launched a project to determine whether the County should transfer the wheelchair accessible taxi services to a private contractor or not. The County subsequently selected Taxi, LLC to run the Pilot Project, and monitored the effectiveness of Taxi's services. At the end of the project, on June 30, 2010, County officials were satisfied and decided that private company run the program run on a permanent basis. There was no doubt that Taxi would win the contract. Petitioner like the rest of the shareholders was excited and enthusiastic about the prospect of good business.

Petitioner, as the founder of Taxi had special interest to make the pilot project successful, and so, he worked extra hard often covering the duties of others who failed to show up last minute. The dedication of Petitioner and a few others made the project very successful, and owing to the success of the Pilot

project, the County eventually selected Taxi to run the program. Petitioner felt that his hard work, dedication, and enormous sacrifices finally paid off.

Realizing the potential growth of Taxi, certain individuals led by Amin Bouanani (Bouanani), Respondent Omar Hussein (Hussein), and Respondent Mohamed Mohamud (Mohamud), an employee of Taxi had a different plan and they were conspiring to take over the business of Taxi by excluding Petitioner. Petitioner is not from the same nationality as the rest and their desire was to make the business family-owned that included relatives and close friends.

Their schemes to achieve their plan were too bold that even highly organized criminals would not dare to do. Not only they removed Petitioner, they also embezzled the funds that belonged to Taxi and money owed to L & I, and destroying the livelihood of Petitioner. The individuals assisted by a Consultant, called Christopher Van Dyk (Van Dyke) embezzled funds including the unpaid Industrial Insurance Premium estimated per Van Dyk about \$175,000 (CP-227, Exhibit 10-2), and \$275,000 (CP-229, Exhibit 11-1).

Taxi had 16 permanent shareholders (CP- 216, Exhibit 2) none of whom were removeable per the bylaws of Taxi, LLC. Mohamud formed Transportation, LLC on April 23, 2010 (CP-217 Exhibit 3 & CP 220, Exhibit 6). Amin Bouanani had tried on numerous occasions to oust Petitioner from the corporation, but he could not due to the rules. On 10/08/2008, he tried in vain to oust Petitioner from Taxi, LLC (CP-219 Exhibit 5-2). Again, on June 30, 2010, Bouanani dissolved the corporation to get rid of Petitioner (CP 218 Exhibit 4) (CP 219 Exhibit 5). He

did so without the knowledge and decision of the shareholders. Mohamud formed Transportation, LLC with shareholders (CP 220 Exhibit 6 & CP221 Exhibit 7), but the company did not qualify for the contract with County because it did not have the required two-year experience. Since Transportation, LLC failed to materialize, the group led by Hussein formed a company with a trade name of Washington Accessible Taxis Associates, LLC (CP-225, Exhibit 9). The list of shareholders contained the same individuals Mohamud used to form Transportation, LLC (CP-232, Exhibit 11-4). However, the corporation that Hussein created in 2010 run into the same problem of qualifying for the contract. Thus, Hussein using a highly sophisticated scheme, combined the profiles of Taxi, LLC, and Associates, LLC (CP-225, Exhibit 9). He submitted RFP acting as if Associates, LLC was Taxi, LLC (CP-225, Exhibit 9). Based on that fraudulent scheme, Hussein obtained the contract from the County, and nobody discovered.

Hussein used the list of shareholders that Mohamud created for Transportation, which included Mohamud, and Sharawe. Sharawe was totally a new and unknown person to the business. He paid Mohamud for the share. Hussein had to include Petitioner in the shareholders' list because Petitioner was one of the original owner / shareholder of Taxi, which was combined with Associates and operated as one Company. Thus, it was in his best interest to include Petitioner and remove one of the new comers either Mohamud or Sharawe. Mohamud was an employee of Taxi, but Sharawe had no association with Taxi. So, Hussein excluded Sharawe. Sharawe was upset losing lots of

money. He refused to return the Taxi No 543 that Mohamud gave him. Hussein wrote a letter on behalf of Taxi-Associates (CP 233 Exhibit 12-3) confirming the rights of Petitioner that he owned Taxicab #543. Sharawe refused falsely claiming that the City and County had issued to him Taxi No. 543. The rules states otherwise (CP 233 Exhibit 12-4). Petitioner sued to regain his Taxicab No. 543, and Sharawe hired Attorney Yoke.

C. COURT OF APPEALS DECISION

The seven-page Unpublished Opinion of the Court of Appeals is riddled with inaccuracies, twisted assertions, illogical and wrong interpretations, and unrepresentative remarks about the truth and facts. The Opinion served no justice, but has done everything to protect the individuals, and associated actors.

Christopher Van Dyke have changed the dynamics of the original shareholders bringing havocs, and confusions to the corporation (Taxi) by injecting toxic ideas about dissolving Taxi for the purposes of personal gains. Attorney Rocke and Van Dyk have played big roles beyond the call of their professional duties and capacities.

The Judges, each of whom has s remarkable and rich judicial experiences, were in this case no friends to justice. They were determined to serve no justice in this case. Substantial amount of money has disappeared, and the victim of Respondents is not only Petitioner, but included L & I, King County, City of Seattle, and SOS.

The wrong and inaccurate assessments and assertions stated under the heading ‘**FACTS**’ raise serious concerns. The Judges restated the issues Petitioner raised, but only to redefined the actual legal questions in manners that distorted the issues, thus blocking Petitioner’s quest for justice. The Judges failed to recognize the fact that Petitioner was a Pro Se litigant who needed protection from the sophisticated individuals who had vast resources and connections, which overwhelmed Petitioner. The Judges allowed Attorney Rockne and Consultant Van Dyk to take advantages of Petitioner’s situation. The Judges were against Petitioner, and the 20 paragraphs of the Opinion full of errors reveal the fact:

1. “Appellant Fentahun Amare, acting pro set brought claims against Respondents Mohamud [Sharawe] and Washington Accessible Transportation, LLC, for violation of Ch. 25.05 RCW, the Revised Uniform Partnership Act (UPA), unjust enrichment, breach of contract, fraud, misrepresentation, and negligent misrepresentation.” (Opinion, p. 1)
2. “On June 30, 2010, one of Taxi's members, Amin [Bouanani], dissolved Taxi. It did not apply for the contract.”
3. “Another former member of Taxi, Hussein submitted a proposal under his similarly named company, Washington Accessible Taxi Associates, LLC, (Associates). According to Amare, Hussein offered him a share in the new company, but later told him that he had given Amare's share to respondent Mohamud W. [Sharawe].” (Opinion, p. 2)
4. “The record contains a declaration signed by two individual members of Associates, explaining that they invited [Sharawe] to replace Amare as a member of Associates and that he agreed to "be a co-owner of yellow cab #543" with Amare if Associates won.” (Opinion, p. 2)
5. “The record contains a declaration signed by two individual members of Associates, explaining that they invited [Sharawe] to replace Amare as a member of Associates and that he agreed to "be a co-owner of yellow cab #543" with Amare if Associates won.” (Opinion, p. 2)

6. “[Sharawe] further agreed to purchase the vehicle and bear ail related expenses. Amare was "required" to pay for the computer, camera, dispatch radio and a Taxi meter.³ Id.” (Opinion, p. 3)
7. “The declaration was signed by Elias [Shifaw] and Omar A. Hussein. A space for a signature by Tadesse Asefa also appeared without a signature. We note that Hussein later recanted the declaration indicating that he signed it under pressure from Amare.” (Opinion, Footnote 2. p.3)
8. “We note that Amare nowhere alleges that he fulfilled his purported obligations under the alleged agreement.” (Opinion, Footnote 3. p.3)
9. “Four of Amare’s five assignments of error pertain to the trial court's "fail[ure] to rule" that the actions of Amin Bouanani, Mohamed Mohamud, Omar Hussein, and Christopher Van Dyk, were illegal and unlawful. But Amare did not bring claims against these persons; none of them are named as parties to this lawsuit, nor is there evidence in the-record that they were ever added or served with a summons and complaint. Proper service of a summons and complaint is essential to invoke personal jurisdiction over a patty. Allstate Ins. Co. v. Khani, 75 Wn. App. 317, 324t 877 P.2d 724 (1994). Accordingly we do not consider these claims of error. In addition, because Amare fails to assign error or make any argument regarding the trial court's dismissal of his claims against Transportation, we do not consider his appeal of that order.” (Opinion, Footnote 4. p.3)
10. “[Sharawe], he specifically claims the "court erred by failing to rule that ... [Sharawe], falsified declaration and testimony under oath that he obtained license directly from the City and Br. of Appellant at 4. He does not specifically assign error to the trial court order granting summary judgment dismissing his claims for violation of the Uniform Partnership Act, unjust enrichment, breach of contract, fraud, misrepresentation and negligent misrepresentation. Nor does he indicate with any specificity that disputed issues of material fact exist as to each element of his various claims.” (Opinion, p. 4)
11. “We review summary judgment orders de novo. Lunsford v. Saberhagen Holdings, Inc., 166 Wn.2d 264, 270, 208 P.3d 1092 (2009). We consider facts and reasonable inferences in the light most favorable to the nonmoving party. McNabb v. Dep't of Corrs.t 163 Wn.2d 393, 397, 180 P.3d 1257 (2008). Summary judgment is appropriate only if "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as

to any material fact and that the moving party is entitled to a judgment as a matter of law." CR 56(c)." (Opinion, p. 4)

12. "To the extent Amare assigns error to the trial court's failure to find that Sharawe committed fraud and fraudulent and/or negligent misrepresentation when he represented that he obtained his Taxi license "directly from the City and County," the claim is without merit.⁵ Brief of Appellant at 4. Amare does not explain how Sharawe intended him to rely on this alleged misrepresentation, or how he, in fact, did so. Thus, he cannot show that there exists a material issue of fact sufficient to defeat summary judgment on these claims." (Opinion, p. 5)
13. "In addition, the record before us is devoid of evidence that [Sharawe] made any representations at all directly to Amare, let alone one that was knowingly false, material, and made with the intent to have Amare rely upon it to his detriment." (Opinion, p. 6)
14. "Sharawe's declaration asserts that prior to commencement of this litigation he had no interaction at all with Amare. CP at 77-78. Amare does not dispute this as he conceded in response to interrogatories that he has "not communicated directly in writing or orally with Defendant Mohamud Sharawe." CP at 76." (Opinion, p.6)
15. "Similarly, Amare has failed to establish an issue of fact as to the elements of a claim against Sharawe for violation of the UPA breach of contract, or unjust enrichment⁶." (Opinion, p. 6)
16. "Even viewing the evidence in the light most favorable to Amare, at most, it shows only an agreement between Sharawe and Associates but not between [Sharawe] and Amare. Nor is there evidence that either [Sharawe] or Amare engaged in any conduct indicating that they intended to carry on as co- owners. Thus, the trial court properly dismissed Amare's contract and UPA" (Opinion, p. 6)
17. "The elements of fraud include: (1) representation of an existing fact; (2) materiality; (3) falsity; (4) the speaker's knowledge of its falsity; (5) intent of the speaker that it should be acted on by the plaintiff; (6) plaintiff's ignorance of its falsity; (7) plaintiff's reliance upon the truth of the representation; (8) plaintiff's right to rely upon it; and (9) damages suffered by the plaintiff. *Stiley v. Block*, 130 Wn.2d 486, 505, 925 P.2d 194 (1996) (citing *Hoffer v. State*, 110 Wn.2d 415, 425, 755 P.2d 781 adhered to on reconsideration (1989))." (Opinion, Footnote 5, p. 5)

18. “Thus, the trial court properly dismissed Amare's contract and UPA” (Opinion, p. 6).
19. “To establish a partnership Amare bears the burden of proving that he and [Sharawe] “[carried] on as co-owners a business for profit[.]” RCW 25.05.055 (1). “Whether evidenced by an express agreement between the parties or implied from the surrounding circumstances, '(t)he existence of a partnership depends upon the intention of the parties.” Kintz v. Read, 28 Wn. App. 731, 734, 626 P.2d 52 (1981) (quoting in re Estate of Thornton, 81 Wn.2d 72, 79, 499 P.2d 864 (1992)).” (Opinion, Footnote 6, p. 6)
20. “In addition, because Amare fails to assign error or make any argument regarding the trial court's dismissal of his claims against Transportation, we do not consider his appeal of that order.” (Opinion, Footnote 4, p. 3).

“We conclude the trial court did not err in granting summary judgment to Transportation and [Sharawe].” (Opinion, p. 7)

The above 20 points were taken from the paragraphs and footnotes of the Unpublished Opinion. They contained statements that were the bases for the final decision. However, the assertions were fundamentally wrong and do not support the decisions made. The fact on the record (CP-225, Exhibit 9) derails the entire assertions of the Judges, and it forces the ruling to fall apart. Therefore, the Unpublished Opinion raises questions about the wisdom of the Judges.

D. ISSUES PRESENTED FOR REVIEW

It is appropriate to suggest that the Judges of the lower court knew about the activities of Respondents, and the nature of the corporations they created and run. Thus, it is fair to assume and presume that the Judged knew what was wrong and what was right from all the documents they reviewed to reach a conclusion.

Therefore, the knowledge and understanding of the Judges about the

issues would not be questioned. However, the idea that the Judges knew about the truth, and about the roles and activities of Respondents and their associates, including those of the Attorney and Agent would be correct. The truth of the matter is that the Judges who reviewed the roles and activities of Respondents and their associates have elected to undermined and ignored the issues that Petitioner raised. To create firm understanding about the roles of Respondents, and the nature of the corporations, how, why, and when the three corporation were created, Petitioner presents facts and describe the matters in detail that the Judges misconstrued.

1 Facts the Court of Appeals Misconstrued

The Judges of the Court of Appeals have completely distorted the nature of the businesses of 1) Petitioner, Fentahun Amare (Petitioner), 2) Respondents, Mohamed Mohamud (Mohamud), and 3) Mohamud Sharawe (Sharawe), and Respondent Omar Hussein (Hussein). The corporations include: 1. Washington Accessible Taxi, LLC, formed by Petitioner and two others, and corporations formed fraudulently, 2) Washington Accessible Transportation, LLC formed by Mohamud, and 3. Washington Accessible Taxis Associates, LLC formed by Omar Hussein and Mohamud Sharawe among others as shareholders. The last two corporations were not qualified to do business with King County to provide wheelchair accessible taxi services. They were established recently and did not have the two-year experiences.

Despite these facts, the Judges gave Respondents undeserving and unjust credence and legitimacy to their fraudulent businesses and questionable existences. The Judges have distorted the facts of the records, shrugging and undermining the legal issues raised. It is necessary to establish the facts about the three corporations, including the Actor, Christopher Van Dyke who caused chaos to a successful corporation by influencing, facilitating, and encouraging shareholders to commit unlawful and illegal acts against Petitioner, and against the interests of the public agencies, which include City of Seattle (Seattle), King County (County), Secretary of the State (SOS), and L & I. The Actors have caused the breakdown of a successful corporation, Taxi.

2. Washington Accessible TAXI, LLC.

Petitioner, Respondent Hussein, and Sellam formed a corporation on July 3, 2006 with trade name, Washington Accessible Taxi, LLC. (CP-215, Exhibit 1)

As is the tradition, shareholders referred to Washington Accessible Taxi, LLC. as WAT abbreviating the three words. The Judges have wrongly concluded that 'WAT' is an acronym used by all corporations. They asserted that the name WAT was used by all three corporation to refer to the "Wheelchair Accessible Taxicab" program of the County. The assertion was misleading and completely wrong. Agencies referred to Washington Accessible Taxi, LLC, as WAT, not Taxi as the Judges suggested. Exhibit 13, 14, 15, 16, and 17 among many others show that agencies referred to the Taxi, LLC as WAT, referring to its trade name, Washington Accessible Taxi, LLC. The Judges ignored these fact, which would

overshadow the real reason why the owners of the fraudulent corporations used the name WAT. Using trade name that has similarity with an existing corporation is a violation. The law prohibits companies from using similar trade names especially when they are in the same industry and doing same kind of business. That is what Respondents did in violations of the State laws.

The Judges ignoring the legal issues mentioned above, and suggested new names that none of the owners used before. The action served the purpose of legitimizing the fraudulent corporations and legalizing the illegal practices. The assertion of the Judges has serious negative impacts to the case. It overshadows and minimizes the legal arguments and position of Petitioner using the proofs of fraud, perjury, and arrays of illegal and unlawful practices of Respondents.

Thus, Petitioner used the same designations the Judges assigned without accepting or acknowledging the wrong interpretation, misunderstanding, and wrong suggestion of the Judges (Opinion, Footnote 1, p. 2).

Washington Accessible Taxi (Taxi) was formed to provide wheelchair accessible taxi services to City of Seattle (City) and King County (County). Starting in 2006, Taxi provided services handling overflow taxi services of the County's wheelchair accessible Taxi program. The services continued until the County decided to launch a Pilot Project in 2009 to help the County determine whether it should use private contractor to provide the wheelchair accessible Taxi services on a permanent basis.

None of the Corporations owned and established by Respondents Mohamud (Transportation, LLC), and Hussein-Sharawe (Associates, LLC) existed until after April 23, 2010. They did not exist to participate in the overflow or the Pilot Project. When the County decided to announce bid for the 2011 contract to provide wheelchair accessible taxi services, both Corporations formed in 2010 did not have the required two-year experience and both did not qualify.

Taxi had done a remarkable job in the Pilot Project, which was completed on June 30, 2010. The County Officials were pleased, and it was based on the success of the Pilot Project, that they decided to have the wheelchair taxicab services run by private Contractor. Taxi was expected to win the new contract.

Taxi was theoretically dissolved on June 30, 2009. Transportation did not qualify. Thus, owner/founder of Associates, LLC, Hussein submitted a Report for Proposal (RFP) (CP-225, Exhibit 9, CP- 216, Exhibit 2). The Exhibits showed that Hussein applied on behalf of Taxi combining it with Associates. There was no contract between the Taxi and Associates to take such undertaking together. However, Hussein provided false info to the County when he submitted RFP. He claimed that Associates, LLC (WAT) was formed on July 3, 2006. Taxi, LLC, not Associates, LLC was formed on July 3, 2006. Thus, in effect, Taxi, not Associates was granted the contract, even though Hussein deceived the County acting as if his company was Taxi (WAT), which the County official were familiar with. It was this fraudulent scheme of Respondents Hussein and by association Sharawe that the Judges refused to acknowledge.

The Judges declined to examine the records to determine whether the shareholders of Associates acting as if owner of WAT was true or a hoax. Judges wrongly concluded that Taxi did not apply. The Judges made assertion that blocked justice. Taxi was the Corporation that won the contract since the company listed on the RFP was WAT (Taxi) formed on July 3, 2006. No other corporation existed by the name WAT. The reason was clear, and that was because Associates did not qualify by itself, and so, Hussein used the profile of Taxi, LLC (CP-225, Exhibit 9) to qualify for the RFP contract. This fact was the deciding factor, and it was this factor that the Judges missed.

3. Washington Accessible TRANSPORTATION, LLC.

Respondent Mohamed Mohamud (Mohamud) was an employee of Taxi starting from 2006. Mohamud worked as Dispatcher first, and later he worked as Contract Manager. He was not a shareholder of Taxi, LLC. While he was still an employee of Taxi, on April 23, 2010, he secretly formed a company with a trade name, Washington Accessible Transportation, LLC (Transportation) (CP-217, Exhibit 3). Per his declaration (CP-222 Exhibit 8-1, CP 223 Exhibit 8-2, and CP 224, Exhibit 8-3), he started his own company to do the same type of business like his employer Taxi was doing providing wheelchair accessible taxi services to the client of Taxi (CP-217, Exhibit 3). By running a similar type of business disregarding the serious legal question of conflict of interests, he committed arrays of laws. The Judges did not find these violations substantial and ‘material facts’ that raise legal issues to be resolved. The Judges did not see any legal issues

that would compel the Court to retain the case, and prevent the dismissal of the case.

About two months after Transportation was formed, on June 30, 2010 an individual by name Amin Bouanani, a close friend of Respondent Mohamud dissolved Taxi. He had no authorization, and the Board (Shareholders) had made no discussion and decision at all to close the most successful company (CP-219, Exhibit 5).

The shareholders of Transportation included shareholders of Taxi plus new shareholders, himself Mohamud and Sharawe (CP-221, Exhibit 7). Petitioner was excluded and his name did not appear in the list of shareholders.

4. Washington Accessible Taxis ASSOCIATES, LLC.

Hussein formed another company with trade name Washington Accessible Taxis Associates, LLC (Associates), (CP-225, Exhibit 9). Associates, LLC like Transportation LLC was formed in 2010. However, the date of establishment was different in all records including in the RFP submitted to the County. Hussein run into same problem, lack of two-year experience to qualify for contract. To overcome the requirement of qualification, Hussein submitted RFP to King County on behalf of Taxi (WAT) formed on July 3, 2006 (CP-225, Exhibit 9). Not only the name WAT, the same phone and address of Taxi was used in the form. The list of shareholder included Petitioner. Later, Hussein replaced Petitioner with Sharawe after Sharawe paid a hefty amount legal fees to retain Attorney Rocke. The Attorney made Hussein to alter his testimony, and the

Judges asserted that Petitioner pressured Hussein to write the declaration. The Judges altered the exact reason Hussein gave for changing his declaration. However, what Hussein wrote was the fact, which reflect the bylaws or the provision of the corporation that would not change whether the testimony changed or not.

5. ASSOCIATES Connection with Respondent SHARAWE

Respondent Mohamed Mohamud (Mohamud) had included, Hussein, Sharawe, and himself along with the former shareholders of Taxi, LLC except Petitioner (CP-221, Exhibit 7). Since Sharawe was a new comer, it was clear that Sharawe paid substantial fees to acquire an existing share that belonged to Petitioner. Thus, Sharawe who was new obtained a share illegally. Mohamud and Hussein must have benefited from this under the table deal. Transportation, LLC did not materialize for reason described above, being a brand-new company, it did not qualify for the wheelchair accessible taxi services contract. Respondent Hussein used the same list of shareholders that Mohamud created to form Transportation.

Hussein used Taxi, LLC in combination with the Associates, LLC to qualify for the contract. Because he used the profile of Taxi, he was obligated to include Petitioner in the list of shareholders because Petitioner was the founder/shareholder of Taxi, LLC. There were 16 shareholders, and Hussein had to exclude Sharawe. Sharawe claimed that he had invested/paid substantial money to obtain the Taxicab No. 543, which legally belonged to Petitioner since 2006.

Sharawe falsely claimed that the City and County issued to him the license of Taxi #543. Hussein aware that Petitioner operated Taxi number 543 since 2006, wrote on behalf of the Corporation that Sharawe was unlawfully possessing Taxi Number 543 that belonged to Petitioner (Exhibit 13). Therefore, contrary to facts as the Exhibits showed, the Judges declared that Taxi did not apply for the Contract. Taxi had applied, and Taxi was the corporation that was granted the contract because it was WAT (Taxi), which was formed on July 3, 2006 that the County awarded the contract. This fact makes every defense of each and all Respondents (Mohamud, Hussein, and Sharawe (shareholders of Transportation and Associates) fall apart, and the ruling of the Trial Court and Court of Appeals.

6. VAN DYK - TRANSPORTATION, ASSOCIATES - SHARAWA

Washington Accessible Taxi, LLC (TAXI) was composed of immigrants with little or no knowledge about running Corporations. Taxi hired Christopher Van Dyk (Van Dyk), who boasted vast experiences, resources, and connections in the areas of transportation. Van Dyk promised to obtain contracts and resolve its unpaid insurance premium fees to L & I. Before too long, shareholders found out that Van Dyk was good for nothing, and his background was not that impressive. Van Dyk was a dangerous person who caused frictions among shareholders. Van Dyk was hired to deal with the external problems. Van Dyk was expected to be neutral in the internal matter of shareholders, taking sides supporting or favoring one against another. His duty was to give advice to the corporation not to individuals. Van Dyk did completely the opposite. He favored Mohamud who

was not a shareholder, and Hussein. In doing so, he exasperated differences and conflicts, and benefited from them. Van Dyk antagonized others defending Mohamud (Transportation, LLC). He threatened Petitioner writing endless emails.

In one email, he wrote:

“Van Dyk to Sium, October 10, 2013

“The Department of Labor & Industries has asserted a claim, against the Taxi LLC, for unpaid industrial insurance premium in years 2009 and 2010, for some \$275,000. Indeed, I had asked certain of the former partners to meet me, over dinner, to celebrate resolution of that matter, that evening.” (CP-229, Exhibit 11-1).

Van Dyk resolved the problem with L & I, and asked shareholders to celebrate the victory with him. He celebrated with Mohamud, Bouanani, and Hussein. What concerned Petitioner was the disappearance of the fund owed to L & I.

Van Dyk wrote threatening Petitioner that his lawsuit was a harassment against his clients. He wrote contradictory statements in his emails and declarations. He spoke against Sharawe changing his position after Sharawe agreed to pay legal fees (\$15,000?) to retain Rocke to secure a share with Taxi-Associates.

“As you are fully aware, the City of Seattle and King County continued the project, based on the pilot project success, at the same time disallowing many of the individuals, who had brought about that success, from participating in the continuing project.” (CP-229, Exhibit 11-1).

“Furthermore, I also pointed out to you that your case against defendant Sharawe is not ripe; defendant has not been granted any ‘ownership’ interest in a Taxi license, nor will he ever be. Taxi licenses are just that, and no more; ...” (CP-229, Exhibit 11-1).

“Washington Accessible Taxis LLC, a partnership that was formally dissolved June 30, 2010. (Attached, Exhibit A) Mohammed Mohamud was a Partner in both partnership, there were at least fifteen other members, in each LLC. I was a regulatory affairs advisor and

consultant to Washington Accessible Taxis LLC, and have assisted with the on going wrap up of their affairs. Accordingly, Mr. Mohamud, on behalf of Washington Accessible Transportation LLC, forwarded the Summons to me.”

“I am not an Attorney, and I do not practice law. My consulting clients are fully aware of this. I have, however, coordinated litigation on behalf of numerous clients. My work with Washington Accessible Taxis LLC, specifically, was as a transportation consultant on Labor & Industries and other regulatory matters, assisting Mr. Henry Aronson, their pro bono legal counsel, with his work organizing the group of Taxi operators to serve King County’s disabled community.” (CP-227, Exhibit 10-2)

Van Dyk indicated his roles dissolving Taxi. Taxi was not formally dissolved as Van Dyk stated. Mohamud was an employee of Taxi, not a shareholder. The Courts accepted these critical errors and dismissed Petitioner’s case. Van Dyk spoke highly of himself, often criticizing the justice system how corrupt it is. The Trial Court and the Judges of the Court of Appeal did not discredit the testimonies of Van Dyk. Instead, they rejected Petitioner’s objections to Van Dyk’s worthless testimonies. Van Dyk implicated many other authorities with whom he often claimed doing business to cover up his own scam.

E. STATEMENT OF THE CASE

Petitioner was one of the founder/shareholder of Taxi, LLC formed in 2006. His Taxicab No. was 543. The County awarded Taxi, LLC the wheelchair accessible taxi services contract for 2011 following the successful completion of the Pilot Project in 2010. Hussein, who acted on behalf of Associates, LLC submitted the bid using the profile of Taxi (CP-225, Exhibit 9). Thus, Petitioner is legally and technically a shareholder of Taxi, LLC.

F. ARGUMENT WHY REVIEW SHOULD BE ACCEPTED

Mohamud, Bouanani, Hussein, Sharawe, and Van Dyk have embezzled funds and committed arrays of illegal actions. Through these schemes, Respondents have robbed the fruits of the hard work of Petitioner. They have embezzled funds that belong to the Taxi, LLC and L & I. The Courts overlooked these crimes. Bouanani dissolved Taxi in violation of RCW 25.15.270. Hussein submitted falsified documents to King County in violation of RCW 9A.28.040, RCW 9A.60.020, RCW 9A.60.050, RCW 9A.60.040, RCW 18.130.200, and RCW 9A.60.020, and misrepresented Petitioner's profile in violation of RCW 18.130. 200, and RCW 25.15.010.

F. CONCLUSION

Petitioner was a victim of numerous violations of his rights. He is a victim of attempted assassination, unlawfully evicted from his public residence where he lived for many years. He believes all these actions against him and family relate to this case. Plaintiff prays for judgment against Respondents for compensatory and punitive damages, for loss of income, mental and emotional distress, pain and suffering, the amount that the Court deems just and equitable to punish and deter Respondents from similar malicious acts in the future.

Dated this 10th day of November, 2016.

Respectfully submitted,

Fentahun Amare, Pro Se Petitioner
2026 S. Main St. #3 Seattle, WA 98144
Email: fentahun@yahoo.com

EXHIBITS

Exhibit 11
124

(Revised by Addendum 8) RFP 1036-10RLD
Page 18 of 30

EXHIBIT A

Primary Driver Group Sheet

#	Driver Name	Date of Birth	For-Hire Number
1	Omar Abdullahi Hussein	11/20/64	10157
2	Mustafa Foes Ges	12/17/92	10280
3	Amin Ahmed Shifow	06/25/70	9858
4	Ahmed Nur Ibrahim	01/01/76	11652
5	Abdullahi Sheikh Dahir	01/01/76	12472
6	Mohamed Mohamud Sofe	01/01/70	12649
7	Ali Mohammed Adam	08/14/66	10557
8	Muhammad Hassan Aden	07/04/55	12027
9	Shamsudin Hersi Mousa	01/01/72	10759
10	Abdideq Mohamoud Firin	04/23/78	12365
11	Ali Osman Abdi	02/25/64	11244
12	Mohamed Aden Mohamud	01/01/80	12272
13	Gerti Abdirahman Ali	01/01/73	11072
14	Mohamud Wasuge Sharawe	01/01/54	12734
15	Mohd Ejaz Khan	09/01/62	8707

CP 221

EXHIBIT 1



**Metro Transit Division
Accessible Services**
Department of Transportation
EXC-TR-1240
821 2nd Avenue, Suite 1240
Seattle, WA 98104-1598
206-205-6578 Fax 206-205-6490
TTY Relay: 711

September 22, 2010

WAT Technical Evaluation Committee
David Leach, Manager
401 5th Avenue, Suite 0300
Seattle, WA 98104

RE: Washington Accessible Taxis

Washington Accessible Taxis (WAT) worked with King County's Accessible Services on a wheelchair accessible taxicab pilot project between September 2007 and June 2010. The drivers were to work together to develop a profitable business. They also were to contribute equally to the major expenses, decisions, and costs of operating the vehicles and business in a mutually agreed upon fashion.

The WAT group of drivers demonstrated that they had the necessary skills, training and experience to provide accountable, high quality service to wheelchair dependant passengers.

WAT's experience, in the pilot project, demonstrated that it was economically feasible to provide accessible taxicab service, on demand, in the city of Seattle including limited portions of King County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Sahm', written over a horizontal line.

Robert Sahm, Supervisor
King County Metro, Accessible Services

EXHIBIT 13

Driver Group Information

Driver Group Name: Washington Accessible Taxis

Business Address: PMB 1463 E. Republican St #34A
City: Seattle, WA 98112

Cell Phone Number: 206-250-7512

e-mail address: kamalshifow@hotmail.com

Driver Group Manager: Kamal Shifow

Lead Driver Representatives: Omar Hussein, 206-371-1858
Fentahun Amare, 206-579-6561

Consultants: Krista Camenzind, 206-799-9844
Henry M. Aronson, 206-623-7834

If members of the Drive Group prove difficult to contact, please feel free to call one of the consultants.

TOP NOTCH INSURANCE SOLUTIONS

Washington Accessible Taxis
Kamal Shifow
PMB 1463 E. Republican Street #34A
Seattle, WA 98112

Thursday, February 09, 2006

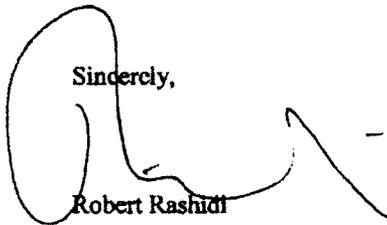
Dear Mr. Shifow,

Thank you for choosing Top Notch Insurance Solutions for your business needs.

Following my phone conversation with Mr. Al Pelton of King County Metro and in response to Insurance Requirements, Section 5.2 of King County WAT Pilot Demonstration Project, I would like to inform you that we are confident that you will be offered insurance coverage from an admitted Insurance company in accordance with King County guidelines.

Again, thank you for choosing Top Notch Insurance Solutions. We can be reached at 206-264-6267. When you call, please ask us about discounts offered by Safeco to their policy holders on Auto, Motorcycle, Boat and even small business coverage.

Sincerely,



Robert Rashidi

2118 8th Avenue
Seattle, WA 98121

PHONE: 206-264-6267
FAX: 206-264-1499
E-MAIL: Robert@topnotchinsurance.com
Web Site: www.topnotchinsurance.com

EXHIBIT 15

V. FORMATION OF THE COMPANY

- A. Formation. The Company was formed on July 3, 2006, when the Certificate of Formation was executed and filed with the office of the Secretary of State in accordance with the Act.
- B. Name. The name of the Company is "Washington Accessible Taxis Associates LLC" (also known as "WAT").
- C. Principal Place of Business. The principal place of business of the Company: 2314 East Union Street, Suite 203/ Seattle, Washington 98122. The Company may locate its places of business at any other place or places as the Members of the Company deem advisable.
- D. Registered Agent. The Company's registered agent and its contact information is:

Omar A. Hussein
 2314 East Union Street, Suite 203
 Seattle, Washington 98122.

The Company may change its registered agent by filing an amendment to the Certificate of Formation.

- E. Term. The Term of the Company shall be perpetual, unless the Company is dissolved in accordance with this Agreement or other applicable laws. *Dissolution rules p. 36 & 37 of 72 Exh. 11, p. 109-110.*

VI. BUSINESS OF THE COMPANY

The business of the Company shall be to (1) carry on any lawful business or activity that may be conducted by a limited liability company organized under the Act; and (2) to exercise all other powers necessary to or reasonably connected with the Company's business that may be legally exercised by limited liability companies under the Act.

VII. NAMES AND ADDRESSES OF THE MEMBERS

The names and addresses of the Company Members are set forth in the execution of Section XXII of this Agreement, and as amended or restated from time to time.



11621 Des Moines Memorial Drive S. - P.O. Box 68813 - Seattle, WA 98168
Ph: (206) 444-0409 Fax: (206) 444-9644 Dispatch: (206) 529-8800

February 8th, 2006

To: Washington Accessible Taxis

From: Orange Cab Dispatch]

Orange Cab is amenable to and willing to provide dispatch and related services to
and/or for Washington Accessible Taxis.

A handwritten signature in cursive script that reads "Dennis Anderson".

Dennis Anderson
General Manager

EXHIBIT 16

ORIGINAL

Agreement

**WHEELCHAIR ACCESSIBLE TAXICAB
PROJECT**

Between
KING COUNTY
and
WHEELCHAIR ACCESSIBLE TAXIS (WAT)

King County contract will be funded in part by a Washington State Department of Transportation (WSDOT) Special Needs Grant.
WSDOT shall not be a party to any subagreement

START DATE - September 15, 2006

King County



Procurement & Contract Services Division
Department of Finance
M.S. EXC-PI-0871
Exchange Building, 5th Floor
821 Second Ave
Seattle, WA 98104-1598
(206) 464-4682
(206) 464-1470 FAX
(206) 296-0100 TDD
Sr. Buyer - Paul C. Russell C.P.M. CPPB

P:\05 WAT final edited doc.doc
Last printed 9/13/2006 1:21:00 PM

EXHIBIT 17

Exhibit 11
78

2010 DRAFT REVISION: CONFIDENTIAL

III. MISSION STATEMENT

Washington Accessible Taxis Associates (the Company) strives to provide the highest quality on-demand taxi service and contract transportation service available to people with disabilities in King County. The Company strives for 100% percent customer satisfaction, for a safe working and riding environment for drivers and passengers, to attract and retain high quality drivers, and to run an ethical and financially healthy business.

IV. BACKGROUND

Washington Accessible Taxis Associates LLC (the Company) provides on-demand, scheduled, and contracted taxi service to people with disabilities throughout King County. WAT began operations in September of 2006 as part of King County's Wheelchair Accessible Taxi pilot project to provide on-demand taxi service for people in wheelchairs. Key to the Company's success is its unique approach to the taxi business: 16 driver-owners ("Members") run the Company *cooperatively*, benefiting from economies of scale that have allowed for lower insurance rates, readily available substitute drivers, lower administrative costs, and the ability to contract with other disabled peoples' service providers.

The Company has been refining its operations since its inception – including negotiating rates and contracts, setting common rules and expectations for its drivers, and distributing costs through a common fund or through special assessments. The Company Members have invested a significant amount of time and money in the Company; and have collectively developed regular procedures and Member expectations for the successful operation of the Company. At this juncture, the Company Members wish document these procedures and expectations.

Page 5 of 72

Submitted with:

ATTACHMENT 9: *Washington Accessible Taxis Associates, LLC: RFP 1036-10-RLD Proposal Response*

CP 225

EXHIBIT 9-1

1. Wheelchair Accessible Taxicab Operation Plan

1.1 Complete a Driver Report Form for each driver.

Completed Driver Report Forms and copies of For-Hire Licenses for each of the 16 drivers in Washington Accessible Taxis are listed below and attached as Appendix A. (Asterisks indicate designated primary drivers to whom licenses will be issued.)

1.	Khadar M. Abdi
2.	Fentahun Amare *
3.	Amin M. Bouanani
4.	Bile Budnl
5.	Salah F. Dodi *
6.	Tadesse A. Feleke *
7.	Mustafa F. Ges
8.	Omar A. Hussein *
9.	Ahmed Nur Ibrahim *
10.	Demelash Jembere
11.	Tilahun A. Meabeaha
12.	Said A. Mohamoud *
13.	Ali A. Muhidin
14.	Camel Sellam *
15.	Kamal Shifow *
16.	Daud Jeite Wehlie

1.2 Name any driver(s) that have been arrested, charged, convicted or been jailed/booked or in confinement.

Camel Sellam, 1998, Charge: holding a car for over 24 hours, Finding: Not Guilty.
1999, Charge: harassment, Finding: Not Guilty.

1.3 Have all of the drivers passed the Basic English Skills Test?

Yes, as evidenced by the fact that each of the 16 drivers holds a For-Hire license, the granting of which was conditioned on passage of the Basic English Skills Test. Copies of the For-Hire licenses of all 16 drivers can be found in Appendix A. Because the King County Business Licenses Office does not retain English Skills Test scores for more than two (2) years, we were not able to obtain scores for many of the members of Washington Accessible Taxis.

Exhibit 11
124

EXHIBIT A

Primary Driver Group Sheet

#	Driver Name	Date of Birth	For-Hire Number
1	Omar Abdullahi Hussein	11/20/64	10157
2	Mustafa Focs Ges	12/17/92	10280
3	Amin Ahmed Shifow	08/25/70	9858
4	Ahmed Nur Ibrahim	01/01/78	11652
5	Abdullahi Sheikh Dahir	01/01/76	12472
6	Mohamed Mohamud Sofe	01/01/70	12649
7	Ali Mohammed Adam	08/14/66	10557
8	Muhammad Hassan Aden	07/04/55	12027
9	Shamsudin Hersi Mousa	01/01/72	10759
10	Abdideq Mohamoud Firin	04/23/78	12365
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12	Mohamed Aden Mohamud	01/01/80	12272
13	Gerti Abdirahman Ali	01/01/73	11072
14	Mohamud Wasuge Sharawe	01/01/54	12734
15	Mohd Ejaz Khan	09/01/62	8707

WASHINGTON ACCESSIBLE TAXIS

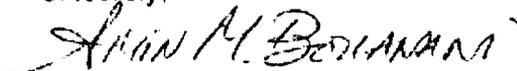
2314 East Union Street, Seattle WA 98122
Phone (206) 325-0280 Fax: (206) 328-6605
watseattle@hotmail.com

10/08/2008

Re: Account Update

Please add Mohamed Mohamud and delete Fentahun Amare effective today October 10, 2008.

Sincerely,



Amin Bouanani

General Mgr.

CP 219

EXHIBIT 5-2

W/a, the undersigned, do hereby declare under the penalties of perjury of the State of Washington that in Sept 2010, Washington Accountable Tax Association invited Mr. Mohammad Sharawi to participate in an RFP proposal by King county for 15 wheelchair accessible vans.

Mr. Sharawi was fully briefed on the terms and conditions of entry to become a WAT member and he accepted all terms without any reservations. Mr. Sharawi was to replace Mr. Faridhan Amare on our list of participants and in return he agreed to be a co-owner of yellow cab# 543 in the event that our team wins the RFP. He further agreed to purchase the vehicle and bear all related expenses; whereas Mr. Amare was required to pay for the computer, camera, dispatch radio and a taxi meter.

In April 2011, WAT was selected by King county as the winner of the RFP, and both the county and the city of Seattle informed us that we had one month from the date of the announcement to put all 15 vehicles on the road.

At this juncture, Mr. Sharawi decided to renege on his promise, stating that the city had actually awarded the license solely to him through a lottery and that he had no obligation to share the taxicab with Mr. Amare. WAT members have reached out to Mr. Sharawi on numerous occasions, even to the point of asking elders to mediate between the two parties to no avail. Mr. Sharawi has rejected any and all offers for a settlement.

All other co-participants who joined WAT under the same terms and conditions as Mr. Sharawi, fulfilled their promise. It is worth noting also that Mr. Sharawi did not win the taxicab license through a lottery as he has claimed, but through the collective efforts of other participants via an RFP. Mr. Sharawi has deliberately deprived Mr. Amare, a family man with battle children of his rightful income for the last 3 1/2 years by collecting and pocketing all the weekly lease money he received from the night driver. Its our belief that Mr. Sharawi must give up all the lease money earned over that period and also give up 50% of yellow cab#543

That is the only fair resolution to this matter.

Corporation Detail

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability, or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the System does so at his or her own risk.

WASHINGTON ACCESSIBLE TRANSPORTATION LLC

UBI Number	603011914
Category	LLC
Active/ Inactive	Active
State Of Incorporation	WA
WA Filing Date	04/23/2010
Expiration Date	04/30/2013
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	MOHAMED MOHAMUD
Address	6951 MARTIN LUTHER KING JR WAY S STE 208
City	SEATTLE
State	WA
ZIP	981183545
Special Address Information	
Address	8417 RAINIER PL S
City	SEATTLE
State	WA
Zip	981184607

Governing Persons

CP 217

EXHIBIT 3

FILED

15 JAN 28 AM 10 02

KING COUNTY
SUPERIOR COURT CLEF
E-FILED
CASE NUMBER 13-2-32479-2

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

FANTAIUN AMARE,

Plaintiff,

v.

MOHAMUD SHARAWE and JANE DOE
SHARAWE individually and their marital
community, and WASHINGTON
ACCESSIBLE TRANSPORTATION
L.L.C. (d/b/a W.A.T.), a Washington
corporation,

Defendants.

Case No.: 13-2-32479-2 SEA

DECLARATION OF MOHAMUD
SHARAWE IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT

Mohamud Sharawe, pursuant to the laws of perjury for the State of Washington,
hereby declares as follows:

1. I am one of the defendants in this matter. I am over the age of eighteen and competent to testify regarding the matters contained in this declaration. This declaration is based upon my actual knowledge.
2. I was award by King County a license to drive a wheelchair accessible cab in March 2011. A copy of the award letter is attached to the motion for summary judgment and labelled exhibit A.

DECLARATION OF MOHAMUD
SHARAWE
Page 1 of 2

Law Office of Joseph L. Rockne, PLLC
2400 NW 80th St., PMB #119
Seattle, WA 98117
(206)297-1122

CP 233

EXHIBIT 12-1

3. After I was awarded the license, I purchased an appropriate vehicle and all the equipment necessary to operate a wheelchair accessible cab. No one else contributed any money or anything else of value toward this.

4. Two and a half years after getting the license, I received a letter from an attorney representing Fantahun Amare. According to the letter, Mr. Amare and I were partners in the taxi cab. Prior to receiving this letter, I had never heard of Mr. Amare. He and I had never met, talked or communicated.

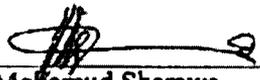
5. Mr. Amare filed a lawsuit against me. I met him, for the first time, at his deposition.

6. I never intended to form a partnership with Mr. Amare.

7. Mr. Amare provided nothing of value or benefit to me. I paid all of the expenses associated with operating the taxi.

8. I never spoke to Mr. Amare. I never told him anything. I never made any representations to him that he could rely on: I never spoke to him.

Dated this 26th day of December at Seattle, Washington.


Mohamud Sharawe

CP 233

EXHIBIT 12-2

DECLARATION OF MOHAMUD
SHARAWA
Page 2 of 2

Law Office of Joseph L. Rockne, PLLC
2400 NW 80th St., PMB #119
Seattle, WA 98117
(206)297-1122

5. If a primary driver leaves the taxicab association that the majority of primary drivers of the driver group have elected to affiliate with or if a primary driver's license is revoked by King County or the City of Seattle, the dual taxicab license for that driver shall be surrendered to King County and the City of Seattle. At the sole discretion of King County and the City of Seattle, the WAT license may be re-awarded to the first alternate driver listed in the driver group proposal or if he/she is not qualified or is unavailable, to the next alternate driver who is qualified and available. Alternate drivers must be qualified under the RFP standards at the time the license is considered for re-award. If there are no alternate drivers qualified and available, King County and the City of Seattle may allow the driver group to submit new alternate drivers for consideration.

PART 4 – CONTRACTED SERVICE OTHER THAN PRIVATE PAY ACCESSIBLE TAXICAB RIDES

The taxicab association, on behalf of the driver group, may contract to provide WAT service with organizations such as King County ACCESS or Hopelink (DSHS Medicaid trips). However, those contracts are subject to the following limitations:

1. Contract service should not absorb more than 50% of the accessible taxicab fleet at any hour.
2. Accessible taxicab rides from private pay customers cannot be turned away.
3. All WAT must accept King County/Metro taxicab as payment in full for fares.

PART 5 – PRIMARY DRIVER REQUIREMENTS

1. The primary drivers must all affiliate with the same taxicab association licensed by the City of Seattle for five (5) consecutive years following the issuance of the WAT licenses. The drivers can change affiliation to a different taxicab association or form a City of Seattle approved association.
2. Primary drivers must submit trip sheets completed by themselves and all second-shift drivers of the WAT. Complete trip sheets using forms specified by the City of Seattle and submit them monthly to the City of Seattle as required by SMC 6.31.330.N.
3. Primary drivers must actively participate in the computerized dispatching service of a taxicab association licensed by the City of Seattle. Take a wheelchair trip before any other trips pursuant to SMC 6.310.450.L and KCC 6.64.660.L. Do not refuse any wheelchair trips in the City of Seattle or King County offered by a dispatch computer or a dispatcher regardless of distance. A WAT driver that fails to accept wheelchair trips may be ordered removed from the WAT by the City of Seattle or King County and, if the driver is a primary driver, the WAT license may be re-awarded to the first ranked alternate driver and the sole discretion of the City of Seattle or King County.
4. Primary drivers must sign a written lease with all other drivers and file a Taxicab Lease Summary Sheet with the City of Seattle pursuant to Rule R-6.310.315. Verify that the lease drivers have a valid for-hire driver license and has completed special training required by SMC 6.310.415.D and KCC 6.64.660.O.
5. All drivers must participate in random drug testing (paid for by the primary driver) when directed by the City of Seattle or King County.
6. Primary drivers shall personally drive the WAT an average of 40 hours per week, 40 weeks per calendar year pursuant to SMC 6.310.330.K and KCC 6.64.420.F. In addition, they are responsible to assure that the WAT is operated a second shift at least the same amount of time.

Exhibit 11
124

EXHIBIT A

Primary Driver Group Sheet

#	Driver Name	Date of Birth	For-Hire Number
1	Omar Abdullahi Hussein	11/20/84	10157
2	Mustafa Foos Ges	12/17/92	10280
3	Amin Ahmed Shifow	08/25/70	9858
4	Ahmed Nur Ibrahim	01/01/76	11652
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6	Mohamed Mohamud Sofe	01/01/70	12649
7	Ali Mohammed Adam	08/14/86	10557
8	Muhammad Hassan Aden	07/04/55	12027
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10	Abdideq Mohamoud Firin	04/23/78	12385
11	Ali Osman Abdi	02/25/84	11244
12	Mohamed Aden Mohamud	01/01/80	12272
13	Gerti Abdirahman Ali	01/01/73	11072
14	Mohamud Wasuge Sharawe	01/01/54	12734
15	Mohd Ejaz Khan	09/01/82	8707

Exhibit "A"

No. 13-2-32479-2 SEA

Page 1 of 2



Limited Liability Company
See attached detailed instructions

- No Fee for Standard Service
- Expedited Service \$20.00

This Box For Office Use Only

UBI Number: 602-630-689

CERTIFICATE OF DISSOLUTION (Domestic/WA)
Chapter 25.15 RCW

SECTION 1

NAME OF LIMITED LIABILITY COMPANY: (as currently recorded with the Office of the Secretary of State)

WASHINGTON ACCESSIBLE TAXIS LLC

SECTION 2

ORIGINAL DATE FOR CERTIFICATE OF FORMATION:

7/3/2006

SECTION 3

REASON FOR DISSOLUTION: (if necessary, attach additional information)

WASHINGTON ACCESSIBLE TAXIS PILOT PROJECT
TERMINATED OFFICIALLY ON JUNE 30TH 2010

SECTION 4

EFFECTIVE DATE OF DISSOLUTION: (please check one of the following)

- Upon filing by the Secretary of State
- Specific Date: 06/30/2010 (Specified effective date must be within 90 days AFTER the Dissolution has been filed by the Office of the Secretary of State)

SECTION 5

MEMBER OR MANAGER SIGNATURE (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

x AMIN M. BOUAYAN GENERAL MANAGER 7/19/10 206-334-6475
 Signature AMIN M. BOUAYAN Printed Name/Title Date Phone



STATE OF WASHINGTON
SECRETARY OF STATE

APPLICATION TO FORM A
LIMITED LIABILITY COMPANY

(Per Chapter 23.15 RCW)
FEE: \$175

FILED
SECRETARY OF STATE
CORPORATIONS DIVISION
801 CAPITOL WAY SOUTH • PO BOX 40234
OLYMPIA, WA 98504-0234

EXPEDITED (SAME-DAY) SERVICE AVAILABLE - \$25 FEE (SHIPPY)
INCLUDE FEE AND POSTAGE "REGISTERED" IN BOLD LETTERS
ON OUTSIDE OF ENVELOPE

JULY 3, 2006

FOR OFFICE USE ONLY

STATE OF WASHINGTON

TAX ID: 05-30-06 USE: 602 630 689

CORPORATION NUMBER:

BE SURE TO INCLUDE FILING FEE. Checks should be made payable to "Secretary of State"

Important Person to contact about this filing
FENTAHUN AMARE
Daytime Phone Number (with area code)
(206) 579-6561

CERTIFICATE OF FORMATION

NAME OF LIMITED LIABILITY COMPANY (LLC) (Must contain the word "Limited Liability Company", "Limited Liability Co.", "LLC," or "LLC")
WASHINGTON ACCESSIBLE TAXIS LLC

ADDRESS OF LLC'S PRINCIPAL PLACE OF BUSINESS
Street Address (Required) 74 S. HUDSON ST SEATTLE WA ZIP 98134
PO Box (Optional - Must be in same city as street address) 80582 ZIP (if different than street ZIP) 98108

EFFECTIVE DATE OF LLC (Specified effective date may be up to 90 days AFTER receipt of the document by the Secretary of State)
 Specific Date: _____ Upon filing by the Secretary of State

DATE OF DISSOLUTION (if applicable) N/A

MANAGEMENT OF LLC IS VESTED IN ONE OR MORE MANAGERS
 Yes No ONE MANAGER

>>> PLEASE ATTACH ANY OTHER PROVISIONS THE LLC ELECTS TO INCLUDE <<<

NAME AND ADDRESS OF WASHINGTON STATE REGISTERED AGENT
Name Camel M Sellam
Street Address (Required) 1463 E. REPUBLIC ST # 34A SEATTLE WA 98108
PO Box (Optional - Must be in same city as street address) _____ ZIP (if different than street ZIP) _____

I consent to serve as Registered Agent in the State of Washington for the above named LLC. I understand it will be my responsibility to accept Service of Process on behalf of the LLC; to forward mail to the LLC; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

Signature of Agent [Signature] Camel M Sellam 06/19/06
Printed Name Date

NAMES ADDRESSES OF EACH PERSON EXECUTING THIS CERTIFICATE (if necessary, attach additional names and addresses)

Printed Name FENTAHUN AMARE Signature [Signature]
Address 2918 S. NEVADA ST SEATTLE WA ZIP 98108

Printed Name OMAR A. HUSSEIN Signature [Signature]
Address 2413 E. UNION ST SEATTLE WA ZIP 98122

Printed Name _____ Signature _____
Address _____ City _____ State _____ ZIP _____

INFORMATION AND ASSISTANCE - 360/753-7115 (TDD - 360/753-1486)

05/31/2006 833566
\$195.00 Check 80650
Trans ID: 112723
Doc No: 833566-001

07/03/2006 873020
\$20.00 Money
Order #205751
Trans ID:
112723
Doc No: 873020-001

CP 215

EXHIBIT 1

RICHARD D. JOHNSON,
Court Administrator/Clerk

*The Court of Appeals
of the
State of Washington
Seattle*

DIVISION I
One Union Square
600 University Street
98101-4170
(206) 464-7750
TDD: (206) 587-5505

August 1, 2016

Fentahun Amare ✓
PO Box 28301
Seattle, WA 98118

Joseph Lars Rockne
Attorney at Law
2400 NW 80th St
Seattle, WA 98117-4449
joseph@rocknelaw.com

CASE #: 73515-2-1
Fentahun Amare, App. v. Mohamud Sharawe and WA Accessible Transportation L.L.C., Res.
King County, Cause No. 13-2-32479-2 SEA

Counsel:

Enclosed is a copy of the opinion filed in the above-referenced appeal which states in part:

"Affirmed."

Counsel may file a motion for reconsideration within 20 days of filing this opinion pursuant to RAP 12.4(b). If counsel does not wish to file a motion for reconsideration but does wish to seek review by the Supreme Court, RAP 13.4(a) provides that if no motion for reconsideration is made, a petition for review must be filed in this court within 30 days. The Supreme Court has determined that a filing fee of \$200 is required.

In accordance with RAP 14.4(a), a claim for costs by the prevailing party must be supported by a cost bill filed and served within ten days after the filing of this opinion, or claim for costs will be deemed waived.

Should counsel desire the opinion to be published by the Reporter of Decisions, a motion to publish should be served and filed within 20 days of the date of filing the opinion, as provided by RAP 12.3 (e).

Sincerely,



Richard D. Johnson
Court Administrator/Clerk

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Enclosure

c: The Honorable Monica Benton

IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON

FENTAHUN AMARE,)
)
 Appellant,)
)
 v.)
 MOHAMUD SHARAWE AND JANE)
 DOE SHARAWE, individually and their)
 Marital community, and WASHINGTON)
 ACCESSIBLE TRANSPORTATION,)
 LLC, (d/b/a W.A.T.), a WASHINGTON,)
 corporation,)
)
 Respondents.)

No. 73515-2-1
DIVISION ONE
UNPUBLISHED OPINION
FILED: August 1, 2016

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2016 AUG -1 PM 10:26

SPEARMAN, J. — Appellant Fentahun Amare appeals pro se from a summary judgment order dismissing his claims against respondents Mohamud Shaware and Washington Accessible Transportation, LLC. Because Amare fails to demonstrate a genuine issue of material fact, we affirm.

FACTS

Appellant Fentahun Amare, acting pro se, brought claims against respondents Mohamud Shaware and Washington Accessible Transportation, LLC, for violation of ch. 25.05 RCW, the Revised Uniform Partnership Act (UPA), unjust enrichment, breach of contract, fraud, misrepresentation, and negligent misrepresentation. From the record on appeal, we discern the following facts.

On July 3, 2006, appellant Fentahun Amare, Camel M. Sellam, and Respondent Omar A. Hussein established a company named Washington

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Accessible Taxis, LLC (Taxi). The company served to provide wheelchair accessible taxi transportation services.

Taxi hired Mohamed Mohamud as an employee, during which time he worked as a contract manager but not as a member of Taxi. On April 23, 2010, Mohamud established his own company known as Washington Accessible Transportation LLC (Transportation).¹

Taxi had a contract to provide services to King County (County) and the City of Seattle (City) through a pilot project that ran from 2006 to 2010. After the completion of the pilot program in 2010, the County sent out a request for proposals for other companies to submit bids to provide wheelchair accessible taxi services.

On June 30, 2010, one of Taxi's members, Amin Bounani, dissolved Taxi. It did not apply for the contract. Another former member of Taxi, Hussein submitted a proposal under his similarly named company, Washington Accessible Taxi Associates, LLC, (Associates). According to Amare, Hussein offered him a share in the new company, but later told him that he had given Amare's share to respondent Mohamud W. Shaware. The record contains a declaration signed by two individual members of Associates, explaining that they invited Shaware to replace Amare as a member of Associates and that he agreed to "be a co-owner of yellow cab #543" with Amare if Associates won the

¹ All of the companies mentioned used the acronym, "WAT," to refer to themselves. Br. of Appellant at 6-7. King County also used the acronym, abbreviating "Wheelchair-Accessible Taxicab" to refer its taxicab licenses. Clerk's Papers (CP) at 163-67.

contract.² Clerk's Papers at 149-150. Shaware further agreed to purchase the vehicle and bear all related expenses. Amare was "required" to pay for the computer, camera, dispatch radio and a taxi meter.³ Id. According to the declaration, Associates was awarded the contracts with the City and County in April 2011. Id. The declaration states that Shaware claimed the license for himself and pocketed the proceeds from the cab. Id.

Shaware received a license to provide wheelchair taxi services to King County in March of 2011. He purchased a vehicle and equipment and had been operating the taxi service for over two years when Amare filed this action against him and Transportation. The trial court granted both defendants' motions for summary judgment. Amare's motion to vacate the order dismissing his claims and for reconsideration was denied. He appeals.

DISCUSSION

Amare assigns error to the trial court's failures to declare unlawful and illegal actions taken by Shaware and by Amare's former associates.⁴ As to

² The declaration was signed by Elias Shifow and Omar A. Hussein. A space for a signature by Tadesse Asefa also appeared without a signature. We note that Hussein later recanted the declaration indicating that he signed it under pressure from Amare.

³ We note that Amare nowhere alleges that he fulfilled his purported obligations under the alleged agreement.

⁴ Four of Amare's five assignments of error pertain to the trial court's "fail[ure] to rule" that the actions of Amin Bouanani, Mohamed Mohamud, Omar Hussein, and Christopher Van Dyk, were illegal and unlawful. But Amare did not bring claims against these persons; none of them are named as parties to this lawsuit, nor is there evidence in the record that they were ever added or served with a summons and complaint. Proper service of a summons and complaint is essential to invoke personal jurisdiction over a party. Allstate Ins. Co. v. Khani, 75 Wn. App. 317, 324, 877 P.2d 724 (1994). Accordingly we do not consider these claims of error. In addition, because Amare fails to assign error or make any argument regarding the trial court's dismissal of his claims against Transportation, we do not consider his appeal of that order.

Shaware, he specifically claims the “court erred by failing to rule that ... Shaware, ... falsified declaration and testimony under oath that he obtained license directly from the City and County[.]” Br. of Appellant at 4. He does not specifically assign error to the trial court order granting summary judgment dismissing his claims for violation of the Uniform Partnership Act, unjust enrichment, breach of contract, fraud, misrepresentation and negligent misrepresentation. Nor does he indicate with any specificity that disputed issues of material fact exist as to each element of his various claims. Nonetheless, for purposes of this appeal, we presume the assignment of error challenges the trial court’s order granting Shaware’s motion for summary judgment.

We review summary judgment orders de novo. Lunsford v. Saberhagen Holdings, Inc., 166 Wn.2d 264, 270, 208 P.3d 1092 (2009). We consider facts and reasonable inferences in the light most favorable to the nonmoving party. McNabb v. Dep’t of Corrs., 163 Wn.2d 393, 397, 180 P.3d 1257 (2008).

Summary judgment is appropriate only if “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.” CR 56(c).

Once the moving party meets its initial burden to show that there is no genuine issue as to any material fact, the nonmoving party must set forth specific facts rebutting the moving party’s contentions and disclosing that a genuine issue as to a material fact exists. Seven Gables Corp. v. MGM/UA Entm’t Co., 106

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Wn.2d 1, 13, 721 P.2d 1 (1986). Statements of ultimate facts, conclusions of fact, or conclusory statements of fact are insufficient to overcome a summary judgment motion. Grimwood v. Univ. of Puget Sound, Inc., 110 Wn.2d 355, 359–60, 753 P.2d 517 (1988).

To the extent Amare assigns error to the trial court's failure to find that Sharawe committed fraud and fraudulent and/or negligent misrepresentation when he represented that he obtained his taxi license "directly from the City and County," the claim is without merit.⁵ Brief of Appellant at 4. Amare does not explain how Sharawe intended him to rely on this alleged misrepresentation, or how he, in fact, did so. Thus, he cannot show that there exists a material issue of fact sufficient to defeat summary judgment on these claims. In addition, the

⁵The elements of fraud include: (1) representation of an existing fact; (2) materiality; (3) falsity; (4) the speaker's knowledge of its falsity; (5) intent of the speaker that it should be acted on by the plaintiff; (6) plaintiff's ignorance of its falsity; (7) plaintiff's reliance upon the truth of the representation; (8) plaintiff's right to rely upon it; and (9) damages suffered by the plaintiff. Stiley v. Block, 130 Wn.2d 486, 505, 925 P.2d 194 (1996) (citing Hoffer v. State, 110 Wn.2d 415, 425, 755 P.2d 781 adhered to on reconsideration (1989)).

To establish fraudulent misrepresentation, a plaintiff must prove nine elements (1) a representation of an existing fact; (2) the materiality of the representation; (3) the falsity of the representation; (4) the speaker's knowledge of the falsity of the representation or ignorance of its truth; (5) the speaker's intent that the listener rely on the false representation; (6) the listener's ignorance of its falsity, (7) the listener's reliance on the false representation, (8) the listener's right to rely on the representation, and (9) damage from reliance on the false representation. Baertschi v. Jordan, 68 Wn.2d 478, 482, 413 P.2d 657 (1966) (citing Swanson v. Solomon, 50 Wn.2d 825, 314 P.2d 655 (1957)).

A plaintiff claiming negligent misrepresentation must prove by clear, cogent, and convincing evidence that (1) the defendant supplied information for the guidance of others in their business transactions that was false, (2) the defendant knew or should have known that the information was supplied to guide the plaintiff in his business transactions, (3) the defendant was negligent in obtaining or communicating the false information, (4) the plaintiff relied on the false information, (5) the plaintiff's reliance was reasonable, and (6), the false information proximately caused the plaintiff damages. Lawyers Title Ins. Corp. v. Baik, 147 Wn.2d 536, 545, 55 P.3d 619 (2002) (citing ESCA Corp. v. KPMG Peat Marwick, 135 Wn.2d 820, 826, 959 P.2d 651 (1998)).

record before us is devoid of evidence that Shaware made any representations at all directly to Amare, let alone one that was knowingly false, material, and made with the intent to have Amare rely upon it to his detriment. Sharawe's declaration asserts that prior to commencement of this litigation he had no interaction at all with Amare. CP at 77-78. Amare does not dispute this as he conceded in response to interrogatories that he has "not communicated directly in writing or orally with Defendant Mohamud Sharawe." CP at 76.

Similarly, Amare has failed to establish an issue of fact as to the elements of a claim against Sharawe for violation of the UPA, breach of contract, or unjust enrichment.⁶ Even viewing the evidence in the light most favorable to Amare, at most, it shows only an agreement between Sharawe and Associates but not between Shaware and Amare. Nor is there evidence that either Shaware or Amare engaged in any conduct indicating that they intended to carry on as co-owners. Thus, the trial court properly dismissed Amare's contract and UPA

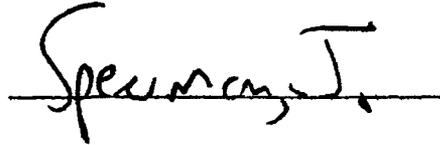
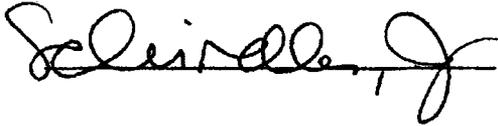
⁶ To establish a partnership Amare bears the burden of proving that he and Shaware "carr[ie]d on as co-owners a business for profit[.]" RCW 25.05.055(1). "Whether evidenced by an express agreement between the parties or implied from the surrounding circumstances, '(t)he existence of a partnership depends upon the intention of the parties.'" Kintz v. Read, 28 Wn. App. 731, 734, 626 P.2d 52 (1981) (quoting In re Estate of Thornton, 81 Wn.2d 72, 79, 499 P.2d 864 (1992)). To establish a breach of contract claim, Amare must first establish its existence. Bogle and Gates, P.L.L.C. v. Zapel, 121 Wn. App. 444, 90 P.3d 703 (2004). The essential elements of a contract are "the subject matter of the contract, the parties, the promise, the terms and conditions, and (in some but not all jurisdictions) the price or consideration." Id. at 448-49 (quoting Holly Mountain Resources v. Bogle and Gates, P.L.L.C., 108 Wn. App. 557, 560, 32 P.3d 1002 (2001)). To establish an unjust enrichment claim, Amare must show "[a] benefit conferred upon the defendant by the plaintiff; an appreciation or knowledge by the defendant of the benefit; and the acceptance or retention by the defendant of the benefit under such circumstances as to make it inequitable for the defendant to retain the benefit without the payment of its value." Baillie Commc'ns, Ltd. v. Trend Bus. Sys., Inc., 61 Wn. App. 151, 160, 810 P.2d 12 (1991) (citing Everhart v. Miles, 47 Md. App. 131, 136, 422 A.2d 28 (1980)).

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claims. And because there is no evidence that Amare conferred any benefit on Shaware, his unjust enrichment claim also fails. We conclude the trial court did not err in granting summary judgment to Transportation and Shaware.

Affirmed.

WE CONCUR:

A handwritten signature in cursive script, appearing to read "Speer, J.", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Scheibel, J.", written over a horizontal line.A handwritten signature in cursive script, appearing to read "Applegate, J.", written over a horizontal line.

SUPREME COURT OF THE STATE OF WASHINGTON

FENTAHUN AMARE, Appellant

Vs.

WASHINGTON ACCESSIBLE TRANSPORTATION,
LLC, (WAT). Mohamed Mohamud, et al.
WASHINGTON ACCESSIBLE TAXI ASSOCIATION,
LLC (WAT) Sharawe, Mohamud, et al. Respondents.

No. 93702-8

PROOF OF SERVICES

I, Fentahun Amare, hereby declare under penalty of perjury under the laws of the state of Washington, that on the 10th of November, 2016, I mailed a copy of the PETITIONER'S BRIEF filed at the Supreme Court on the opposing parties' Attorney at his address shown below, via Email and the selected service listed below.

faxed; and/or

Fed Ex

USPS First Class Mail

sent via Email.

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Dated this 10th day of November, 2016.

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