

FILED  
SUPREME COURT  
STATE OF WASHINGTON  
3/24/2021 4:21 PM  
BY SUSAN L. CARLSON  
CLERK

No. 99524-9

SUPREME COURT  
OF THE STATE OF WASHINGTON

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ATM SHAFIQL KHALID, XENCARE SOFTWARE, INC.,  
a Washington corporation,

Plaintiff-Petitioner

v.

MICROSOFT CORPORATION, a Washington Corporation,

Defendant-Respondent

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ANSWER TO  
PETITION FOR DISCRETIONARY REVIEW

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## I. INTRODUCTION

Respondent Microsoft Corporation (“Microsoft”) was the Defendant in the trial court, and the Appellee in the Court of Appeals. Microsoft submits this Answer to the Petition for Discretionary Review (the “Review Petition” or “PDR”), which seeks review by this Court of the unpublished opinion issued by the Washington Court of Appeals, Division I, in the matter of *ATM Shafiqul Khalid, Xencare Software, Inc. v. Microsoft Corporation*, Appeal No. 80590-8-1.

In its October 12, 2020 Opinion (“Op.”), the Washington Court of Appeals affirmed “in substantial part” the trial court’s dismissal with prejudice of the fourteen counts asserted in the Amended Complaint. Op. at 1. Plaintiff-Petitioner ATM Shafiqul Khalid (“Khalid”) brought his Review Petition seeking review of dismissal of four claims asserted in the Amended Complaint, after those dismissals were affirmed by the Court of Appeals: restraint of trade (Count II), criminal profiteering (Count X), tortious interference (Counts V and VI), and wage claims (Count VII).

But the Review Petition does nothing to identify points of fact or law that conflict with the decisions of this Court the Court of Appeals, or that present a significant question of law or an issue of substantial public interest, as required by RAP 13.4(b). Instead, it largely re-hashes arguments made to—and rejected by—the Court of Appeals. The

arguments fare no better here, and Microsoft respectfully requests that the Court deny Khalid's Review Petition.

## **II. ISSUES PRESENTED FOR REVIEW**

The Review Petition presents the following issues:

- (1) Whether grounds exist for the Court to review dismissal of Khalid's restraint of trade claim as time-barred, where the claim accrued upon signing of the challenged Employee Agreement in 2011, and where the Amended Complaint otherwise shows no set of facts that would justify recovery.
- (2) Whether grounds exist for the Court to review dismissal of Khalid's claim under the Criminal Profiteering Act as time barred, where more than three years had passed after Khalid could have discovered the alleged "pattern of criminal conduct" giving rise to his claim, and where the Amended Complaint does not properly plead predicate acts.
- (3) Whether grounds exist for the Court to review dismissal of Khalid's claim for tortious interference with business expectancy at time-barred, where Khalid became aware of the cloud on his title more than three years before filing suit, and where the Amended Complaint does not allege the elements of tortious interference.
- (4) Whether grounds exist for this Court to review dismissal of the Wage Act claim for the period between signing the Employee Agreement

and starting work for failure to state a claim, where the Employee Agreement did not grant Microsoft rights to Khalid's inventive services before he began work, and where that claim would be time-barred under either a three- or six-year limitations period.

### **III. COUNTERSTATEMENT OF THE CASE**

This lawsuit arises out of Khalid's employment with Microsoft between January of 2012 and February of 2015. On December 19, 2011, before starting work, Khalid signed an Employee Agreement with Microsoft. CP 46. The Employee Agreement contained standard terms addressing intellectual property rights (sometimes referred to as an "invention assignment provision"). CP 104-105. The terms closely paralleled RCW 49.44.140, which governs such provisions.

Khalid alleges that, at the time he signed the Employee Agreement on December 19, 2011, he also emailed a list of nine inventions to his assigned recruiter. *Id.* at 46. He started work at Microsoft three weeks later. *Id.* at 47. On February 15, 2015, following Khalid's termination, a Microsoft in-house lawyer emailed Khalid to notify him of his obligation under the Employee Agreement to assign certain intellectual property to Microsoft unless it was excluded pursuant to the invention assignment provision. *Id.* at 52. The lawyer noted that "no inventions were listed by you for exclusion." *Id.*

The parties continued to correspond through the summer, culminating in a proposal from Microsoft on July 9, 2015 offering to transfer Microsoft's interest in the patents to Khalid in exchange for a royalty-free license to the patents to settle any claims. *Id.* at 53. On May 27, 2016, an outside lawyer for Microsoft made a similar proposal, again proposing a transfer of Microsoft's interest in the patents to Khalid in exchange for a "non-exclusive, royalty-free" license to the patents and a release of all claims against Microsoft. *Id.* at 161.

At the time he received the letter from Microsoft's outside counsel, Khalid was engaged in litigation against Citrix concerning claims by Citrix on the patents that were also the subject of Khalid's dispute with Microsoft. *Id.* at 56. Khalid prevailed in that suit at trial, but did not win the full measure of damages he sought. *Id.*

Khalid filed suit against Microsoft in King County Superior Court on January 28 2019. *Id.* at 1. The Amended Complaint alleged fourteen causes of action, and Microsoft moved to dismiss all of them. The trial court ruled from the bench, granting the motion in its entirety, and dismissing the Amended Complaint with prejudice. VRP 34:17-18.

Khalid appealed the trial court's dismissal of the Amended Complaint, and on October 12, 2020, the Appeals Court issued its Opinion affirming the trial court's ruling in substantial part, but reversing the trial



court's dismissal of claims for breach of contract, breach of the implied covenant of good faith and fair dealing, one of Khalid's Consumer Protection Act claims, and his request for declaratory relief regarding Microsoft's "right of first refusal" in the Employee Agreement. Op. at 1. Khalid then filed a Reconsideration Motion pursuant to RAP 12.4, seeking reconsideration of the Appeals Court's affirmance of dismissal of his claims restraint of trade, racketeering, and a wage claim. The Appeals Court summarily denied the Reconsideration Motion.

#### **IV. ARGUMENT**

##### **A. Standard of Review**

"To obtain discretionary review in this court, [petitioner] must demonstrate that the Court of Appeals decision conflicts with a decision of this court or with another Court of Appeals decision, or that he is raising a significant constitutional question or an issue of substantial public interest." *In re Flippo*, 185 Wash. 2d 1032, 380 P.3d 413 (2016); *see also*, RAP 13.4(b).

CR 12(b)(6) dismissals are reviewed de novo. "Dismissal is proper if the court concludes that the plaintiff can prove no set of facts that would justify recovery." *Trujillo v. Nw. Tr. Servs., Inc.*, 183 Wash. 2d 820, 830, 355 P.3d 1100 (2015). Also, "a defendant may ask a trial court to

dismiss a claim brought after the statute of limitations has expired.”

*Hipple v. McFadden*, 161 Wash. App. 550, 557, 255 P.3d 730 (2011).

**B. There are No Grounds to Review Dismissal of the Restraint of Trade Claim (Count II)**

The Appeals Court dismissed Khalid’s restraint of trade claim as time-barred, and Khalid cites no decision of this Court or the Court of Appeals with which that decision conflicts. Moreover, the allegations in the Amended Complaint do not give rise to a restraint of trade claim as a matter of law, and there is no significant question of law or substantial public interest in review of the decision dismissing this claim.

*1. The Restraint of Trade Claim is Time-Barred*

The Amended Complaint alleges that “Section 5 and 6 of Microsoft’s contract is overbroad and a restraint of trade.” CP at 65. Because the restraint of trade claim presents a facial challenge to the Employee Agreement, the Appeals Court correctly held that the claim accrued on December 19, 2011—the date on which Khalid signed the Employee Agreement. Op. at 12. As of that date, “Khalid had knowledge of all elements of this cause of action.” *Id.* None of the subsequent damages Khalid alleges served to re-start the limitations period, and the Appeals Court correctly affirmed the trial court’s dismissal of Khalid’s restraint of trade claim as time barred.

Khalid argues his claim for restraint of trade accrues from a date on which he alleges he suffered a particular type of damage, rather than from the date on which the challenged contract was entered. PDR at 7-8. But the statutory language on which he relies says only that a claim for damages under RCW 19.86.090 must be commenced “within four years after the cause of action accrues.” RCW 19.86.120. That language does nothing to support the proposition that a cause of action for unreasonable restraint of trade accrues only after a plaintiff suffers a particular type of damage of his choosing.<sup>1</sup>

The U.S. Supreme Court addressed the question of when an antitrust cause of action accrues in *Zenith Radio Corp. v. Hazeltine Research, Inc.*, 401 U.S. 321, 91 S. Ct. 795, 806, 28 L. Ed. 2d 77 (1971). As the Court held there, “[g]enerally, a cause of action accrues and the statute begins to run when a defendant commits an act that injures a plaintiff’s business. *Zenith Radio Corp.* 401 U.S. at 338. In other words, it is the *commission of the act* (here, entry into the Employee Agreement)

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<sup>1</sup> Nor does *McKee v. AT&T Corp.*, 164 Wash.2d 372, 191 P.3d 845 (2008), support Khalid’s argument. In *McKee*, the Court held only that parties could not agree to shorten a statute of limitations by contract. The Amended Complaint does not allege that the Employee Agreement purports to shorten the limitation time, and nothing about the Appeals Court’s Order conflicts with *McKee*.

that triggers the running of the statute of limitations, not the date on which plaintiff claims a particular injury.

The *Zenith* Court recognized, however, that certain anticompetitive acts may be part of a “continuing conspiracy” to violate the antitrust laws, in which case, “each time a plaintiff is injured by an act of the defendants . . . the statute of limitations runs from the commission of the act.” *Zenith Radio Corp.*, 401 U.S. at 338. Even when plaintiff alleges a continuing conspiracy, however, an “overt act” by the defendant is required to restart the limitations period, and the statute runs from the last overt act. *Id.*

No “continuing” conspiracy is alleged here. Rather, Khalid argues that certain actions by Microsoft from 2015 through 2018 should re-start the running of the statute of limitations. PDR at 10. The Ninth Circuit in *Pace Industries, Inc. v. Three Phoenix Co.*, 813 F.2d 234 (9th Cir. 1987), examined the question of when additional “overt acts” restart the limitations period where the original challenged contract was entered outside the limitations period. “[T]wo elements characterize an overt act which will restart the statute of limitations: 1) it must be a *new and independent act* that is not merely a reaffirmation of a previous act; and 2) it must *inflict new and accumulating injury* on the plaintiff.” *Pace Indus., Inc.*, 813 F.2d at 238 (emphasis in original).

Here, the correspondence from Microsoft's in house and outside counsel in 2015 and 2016 are simply reaffirmations of Microsoft's rights under the 2011 contract. They do not constitute new and independent overt acts that would restart the limitations period, and the Appeals Court's Opinion does not conflict with any statute or decision.

2. *The Restraint of Trade Claim Is Defective*

Even if the claim were not time-barred, Khalid's challenge to the Employee Agreement does not give rise to a claim under RCW 19.86.030. The Appeals Court affirmed dismissal of a claim brought by Khalid under RCW 19.86.030 challenging an invention assignment provision included in a separate employment agreement with Citrix. *Khalid v. Citrix*, 15 Wash.App.2d 1043 (2020).

In *Khalid v. Citrix*, as here, Khalid argued that an unlawful invention assignment provision in an employment contract is analogous to a broad noncompete provision, which was held to constitute a restraint of trade in *Sheppard v. Blackstock Lumber Co.*, 85 Wash. 2d 929, 540 P.2d 1373 (1975). The Appeals Court concluded that "*Sheppard* does not control here" for several reasons, including that "the language of RCW 49.44.140 and corresponding case law indicate that the exclusive remedy for an overbroad invention assignment clause is reformation of the

agreement, not a cause of action for unlawful restraint of trade.” *Khalid v. Citrix*, 85 Wash. App. 2d at \*11-12.

Khalid’s restraint of trade claim fails for additional reasons. *First*, the Amended Complaint alleges unilateral conduct exempt from Section 1 of the Sherman Act under *Copperweld Corp. v. Indep. Tube Corp.*, 467 U.S. 752, 769, 104 S. Ct. 2731 (1984) (internal agreement among single firm and its employees to implement firm’s policies “does not raise the antitrust dangers that § 1 was designed to police.”).

*Second*, Khalid’s challenge to the contract provision does not state a claim for a per se antitrust violation. As the Court observed in *Khalid v. Citrix*, “the legislature has repeatedly identified conduct it deems to be per se CPA violations,” and a violation of RCW 49.44.140 (governing invention assignment provisions) is not among them. 85 Wash. App. 2d at \*11 (quoting *Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co.*, 105 Wash. 2d 778, 786, 719 P.2d 531 (1986)).

*Third*, to state a claim under the rule of reason, the Amended Complaint must also allege Microsoft has market power. *Ballo v. James S. Black Co.*, 39 Wash. App. 21, 28, 692 P.2d 182 (1984). It must further allege “that the challenged practice results in an actual injury to competition.” *Murray Pub. Co. v. Malmquist*, 66 Wash. App. 318, 326, 832 P.2d 493 (1992). The Amended Complaint fails to do so, alleging

only market share, with no allegation of injury to competition. “A mere showing of substantial or even dominant market share alone cannot establish market power.” *Rebel Oil Co. v. Atl. Richfield Co.*, 51 F.3d 1421, 1439 (9<sup>th</sup> Cir. 1995).

Thus, *even if* dismissal statute of limitations grounds conflicted with the decisions of this Court or the Court of Appeals, Khalid’s challenge to the Employee Agreement does not give rise to a cause of action under RCW 19.86.030 as a matter of law. There is no significant question of law or issue of substantial public interest for the Court to address here. RAP 13.4(b)(4).

**C. There is no Basis to Review Dismissal of the RICO Claim (Count X)**

The trial court dismissed Khalid’s claim for criminal profiteering on the grounds that the Amended Complaint failed to allege a racketeering pattern. VRP 31:18-20. The Appeals Court affirmed on the alternative grounds that Khalid’s criminal profiteering claim was time barred. Op. at 24. The dismissal was proper on either ground, and Khalid has not provided any basis for discretionary review.

*1. The RICO Claim is Time-Barred*

Khalid seeks relief under RCW 9A.82.100, which provides a cause of action for a person who has been injured “by an act of criminal

profiteering that is part of a pattern of criminal profiteering activity,” or by “leading organized crime” under RCW 9A.82.060. Such claims must be brought within three years “after discovery of the pattern of criminal profiteering activity or after the pattern should reasonably have been discovered.” RCW 9A.82.100(7).

The Amended Complaint alleges that “Defendant Microsoft used overbroad employee agreement., [sic] It is ongoing; the overbroad Employee Agreement and uses of that overbroad Agreement by Microsoft equate to fraud and extortion to claim employee patents.” CP 69. It further alleges that “Microsoft employed at least 3 employees (two recruiters who contacted Plaintiff Khalid initially, and Microsoft patent attorney Patrick Evans) to conduct its patent grabbing scheme.” *Id.*

If the recruiters who initially contacted Khalid in 2010 were allegedly involved in the “patent grabbing scheme,” along with the lawyer who corresponded with Khalid regarding his patents in 2015, then Khalid must have discovered the pattern of activity by 2015 at the latest. The Appeals Court agreed. “Khalid knew of the threats underlying this ‘extortion’ by March 2015, when Microsoft contended it owned his intellectual property and demanded that he execute a patent assignment document.” *Op.* at 24. Khalid cites no decisions of this Court or any other



that conflicts with the Appeals Court’s decision dismissing the RICO claim, and discretionary review is not warranted under RAP 13.4(b).

2. *The RICO Claim is Defective*

Discretionary review is also unwarranted because dismissal was proper on the original grounds articulated by the trial court—namely, that the Amended Complaint fails to allege a racketeering pattern.

To state a cause of action under Washington’s RICO statute, the Amended Complaint must allege “[1] that [Microsoft] committed an enumerated felony that [2] was part of a pattern of profiteering activity.” *Trujillo*, 183 Wash. 2d at 838. A pattern of profiteering activity requires “[1] three or more acts of criminal profiteering [2] within a five-year period [3] that have specific similarities or are ‘interrelated’ with a ‘nexus to the same enterprise.’” *Id.*

The Amended Complaint itself does not enumerate the acts it claims form the basis of the profiteering scheme, beyond alleging that Microsoft employed a “patent grabbing scheme in at least 3 employee agreements” that constituted “fraud” and “extortion.” CP 69. But regardless of how Microsoft’s actions are described, neither the Employee Agreement nor Microsoft’s lawyers’ letters asserting rights under the Employee Agreement fit the set of “violent felonies and felonies relating to gambling, drugs, pornography, prostitution, extortion, and securities

fraud” that constitute Washington RICO predicates. *Winchester v. Stein*, 135 Wash. 2d 835, 850, 959 P.2d 1077 (1998). Thus, even if the claim were not time-barred, there is no significant question of law or issue of substantial public interest implicated by dismissal of Khalid’s RICO claim. Discretionary review is not warranted.

**D. There are No Grounds for Review of the Tortious Interference Claims (Counts V and VI)**

The Appeals Court affirmed dismissal of Khalid’s tortious interference claims because they are time-barred. Khalid cites no cases or laws that conflict with this holding. Even if not time-barred, the allegations regarding tortious interference fail to state a claim, and dismissal of these claims do not present any issues of substantial public interest.

*1. The Tortious Interference Claims are Time-Barred*

“[T]he limitations period for a cause of action for tortious interference is three years, as specified in RCW 4.16.080(2).” *City of Seattle v. Blume*, 134 Wn.2d 243, 251, 947 P.2d 223 (1997). Count V in the Amended Complaint alleges a tort that accrued in 2015 when Microsoft’s claim to own patents caused Mr. Khalid actual and appreciable damage. *See* CP 66 (“Microsoft caused unlawful business interference by *clouding the title of patents 219 and 637 in 2015* when Khalid was trying to create an IP incubation and licensing his startup.”) (emphasis added). Because Khalid

did not file his lawsuit until nearly four years later in 2019, the Appeals Court correctly held that this claim is time-barred.

In Count VI, Khalid separately alleges “Tort Impacting Full Damage Recovery.” CP at 67. As the Appeals Court described this claim, “Khalid alleged that Microsoft’s actions in sending the M&G letter in 2016 impacted his ability to fully recover in his suit against Citrix.” Op. at 18. But the Appeals Court held “if Microsoft’s assertion of rights to Khalid’s ‘219 and ‘637 Patents was tortious, that act occurred in February 2015, and not in 2016.” *Id.* Microsoft’s outside counsel’s 2016 letter merely repeated what Microsoft had told Khalid previously—it did not constitute a separate tort.

Khalid seeks to rescue these claims via equitable tolling or the “continuing tort” doctrine. PDR at 6. Neither applies here. With respect to equitable tolling, Microsoft never concealed its position first articulated in 2015 that it claimed a right to the patents at issue. And the continuing tort doctrine is limited to real property, not patents.<sup>2</sup> *Antonius v. King County*, 153 Wash.2d 256, 103 P.3d 729 (2004), which Khalid cites in support, specifically *rejected* application of that doctrine to hostile work environment claims. *Id.* at 269. Khalid cites no decisions of this Court (or

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<sup>2</sup> *Consolidated Fruit-Jar Co. v. Wright*, 94 U.S. 92, 96 (1877) does not hold that a patent is real property. The Court simply said, in dicta, that a patent “is as much property as a patent for land.”

any other) that supports his contention that the limitations clock should re-set each time he suffers additional injury arising out of the same tort. Discretionary review is not warranted.

2. *The Tortious Interference Claims are Defective*

Even if not time-barred, the Amended Complaint does not allege the elements of tortious interference with a business expectancy. *See Pac. Nw. Shooting Park Ass'n v. City of Sequim*, 158 Wn.2d 342, 351, 144 P.3d 276 (2006) (listing elements). Microsoft could not interfere with a business expectancy or cloud title to patents by the mere act of communicating with Khalid. *See* Restatement (Second) Torts § 766, cmt. h (Am. Law Inst. 1979) (describing intentional interference by communication with the third party).

Further, the Amended Complaint fails to allege a “prospective contractual or business relationship that would be of pecuniary value” and to show that his “future business opportunities are a reasonable expectation and not merely wishful thinking.” *Greensun Group, LLC v. City of Bellevue*, 7 Wn. App. 2d 754, 768–69, 436 P.3d 397 (2019) (quotations omitted). This is particularly true with respect to Khalid’s claim for “Tortious Interference With Full Damage Recovery.” A jury trial is not a “prospective contractual or business relationship” about which Mr. Khalid could have “a reasonable expectation” for recovery. *Id.* 768–69. For all of these reasons, Khalid’s

tortious interference claims would fail even if not time-barred, and review does not involve an issue of substantial public interest.

**E. Review of the Wage Act Claim (Count VII) is Not Warranted**

The Appeals Court affirmed dismissal of Khalid's claim for wrongful withholding of wages for failure to state a claim. Khalid argues both that his wage claim was properly pled, and that it is not time-barred.<sup>3</sup> Because it dismissed for failure to state a claim, the Appeals Court did not reach the question of whether Khalid's claim for wages from the 2010 period were time-barred, but it would have been in any event. There is no basis for discretionary review.

*1. The Wage Claim for Pre-Employment Pay Fails*

With respect to the claim for pay between December 19, 2011 (when Khalid signed his Employee Agreement) and January 9, 2012 (when he commenced work at Microsoft), the Appeals Court held the Amended Complaint fails to state a claim for wrongful withholding of wages. Op. at 20.

As the Appeals Court observed, Section 5 of the Employee Agreement provides for the assignment of inventions and the right of first

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<sup>3</sup> Khalid appears not to challenge the Appeals Court's affirmance of dismissal of his wage claim for delayed payout of vacation pay following his termination. That claim is also time-barred. Op. at 21.

refusal only on inventions developed “during my employment with Microsoft.” *Id.* at 11. As the Appeals Court explained, “the Employee Agreement’s effective date is not the date he initially signed that document, but was his first day of employment with Microsoft.” *Id.* Accordingly, “because the Employee Agreement did not confer any rights to Khalid’s ‘inventive services’ before January 9, 2012, he fails to state a claim for wrongful withholding of wages for the December 19, 2011 to January 9, 2012 time period.” *Id.* at 20.

Khalid does not identify a single court decision or question of law that would support the grant of discretionary review regarding dismissal of Khalid’s wage claim from 2011.

## 2. *The Wage Claim is Time-Barred*

The Appeals Court did not reach the question of whether the claim for wages from the pre-employment period was timely, but it considered and rejected Khalid’s argument that another claim for unpaid vacation wages upon his termination in 2015 should be subject to the six-year statute of limitations for contract claims under RCW 4.16.040(1). *Op.* at 20-21. The claim for wages from the 2010 period is time-barred for the same reasons.

The Appeals Court cited *Seattle Professional Engineering Employees Ass’n (“SPEEA”) v. Boeing Co.*, 139 Wash. 2d 824, 991 P.2d

1126 (2000) *opinion corrected on denial of reconsideration*, 1 P.3d 578 (Wash. 2000), in support of application of the three-year period. Op. at 21. In *SPEEA*, this Court applied the three-year limitation period to claims under the Minimum Wage Act seeking pay for attendance at a “pre-employment” orientation session. As the *SPEEA* court held, though the written contract required attendance at the orientation session, “Boeing did not contract with the employees to pay for orientation; therefore, the six-year statute of limitations set forth in RCW 4.16.040(1) for written contracts does not apply.” *SPEEA*, 139 Wash. 2d at 837.

Khalid attempts to distinguish *SPEEA* on the grounds that the Boeing employees were not required to sign their employment agreements until after they attended the orientation for which they claimed wages. But in any event, where the employer does not contract with the employee to pay for the pre-employment period, a claim for wages from that period does not arise under the contract, and the six-year limitations period does not apply. *Accord*, Op. at 21.

Khalid also seeks to characterize the vacation pay as an “account receivable,” for which the six-year statute of limitations in RCW 4.16.040 applies. PDR at 13-14. But a statutory claim for unpaid wages is not an account receivable. This Court has held “[t]he technical definition for ‘account receivable,’ as ‘an amount due a business on account from a

customer who has bought merchandise or received services,’ is the appropriate definition to read into RCW 4.16.040(2).” *Tingey v. Haisch*, 159 Wash. 2d 652, 659, 152 P.3d 1020, 1024 (2007). The subsequent amendment to the definition of “account receivable” in RCW 4.16.040(2) “appears to confirm the holding in *Tingey* . . . .” Douglas J. Ende, *Washington Practice Series Handbook on Civil Procedure*, § 5.5 (2020-2021 ed.). Khalid is not a business seeking to collect from a client or customer for merchandise or received services, and he cannot avail himself of the six-year limitations period. And in any event, a claim for unpaid wages from 2010 would be time-barred regardless of which limitations period applies.

Khalid does not identify any conflicting court decisions, questions of law, or issues of substantial public interest that would warrant revisiting the court’s dismissal of Khalid’s wage act claim.

## V. CONCLUSION

For the foregoing reasons, Microsoft respectfully requests that the Court deny Khalid’s Petition for Discretionary Review.



RESPECTFULLY SUBMITTED this 24th day of March, 2021.

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 24, 2021, I caused to be served a copy of the foregoing document to be delivered via JIS/ECF and via Electronic Mail to the following person at the following address:

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