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COURT OF APPEALS
SNOHOMISH COUNTY SUPERIOR COURT
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COURT OF APPEALS NO. 684426
SNOHOMISH COUNTY SUPERIOR COURT NO.10-2-05656-2

IN THE COURT OF APPEALS
DIVISION I
OF THE STATE OF WASHINGTON

MELODIE. R. HOFF

Appellant,

v.

STATE OF WASHINGTON
DEPARTMENT OF EMPLOYMENT SECURITY,

Respondent.

APPELLANT'S REPLY BRIEF

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Assignments of Error.

1. The trial judge erred by failing to award the Appellant the overpayment of approximately \$6,253.00 that was awarded in a Monetary Decision with the Appellant’s primary employer, Bonnie’s Eastside Cleaning.

2. The trial judge erred by failing to award the Appellant the garnishment of approximately \$2.00 from the Appellant's Wells Fargo account. The trial judge erred by failing to award the garnishment fee incurred at Wells Fargo.

3. The trial judge erred by failing to award the Appellant the unemployment claim the Appellant had already been granted by Employment Security with her primary employer, Bonnie's Eastside Cleaning who paid into unemployment and David Zimmar did not as he illegally made Appellant contract.

4. The trial judge erred by failing to award compensation for fees incurred for extreme hardship of Appellant without employment or unemployment.

Issues Pertaining to Assignments of Error.

1. Did the trial court err by failing to award the Appellant the overpayment of approximately \$6,253.00 that was awarded in a Monetary Decision with the Appellant's primary employer, Bonnie's Eastside Cleaning?

2. Did the trial court err by failing to award the Appellant the garnishment of approximately \$2.00 from the Appellant's Wells Fargo account? Did the trial judge err by failing to award the garnishment fee

incurred at Wells Fargo?

3. Did the trial court err by failing to award the Appellant the unemployment claim the Appellant had already been granted by Employment Security with her primary employer, Bonnie's Eastside Cleaning who paid into unemployment and David Zimmar did not as he illegally made Appellant contract?

4. Did the trial court err by failing to award compensation for fees incurred for extreme hardship of Appellant without employment or unemployment?

Statement of the Case.

See Judicial Appeal Regarding Unemployment , Reply Brief of Claimant and Respondent's Brief.

Argument.

1. The Trial Court Erred by Failing to Award the Appellant the Overpayment of Approximately \$6,253.00 that was Awarded in a Monetary Decision with Employer, Bonnie's Eastside Cleaning.

The Appellant was approved for unemployment in a Monetary Decision by Employment Security with Appellant's employment at Bonnie's Eastside Cleaning. The employer was in a business bankruptcy and pay was behind. The first cut was medical insurance ceased to be provided by the employer. Then payroll was behind. Then salary was to be cut 60%.

Why would the unemployment that Appellant had already been approved suddenly be cancelled? That decision for unemployment should have had merit and Appellant should receive the unemployment for that decision that was already made. The Appellant should not have to pay back a claim she had been approved for.

Monetary Decision of Bonnie's Eastside Cleaning, stating Benefits Payable of \$8,658.00. This Decision based on Ms. Hoff's primary and full-time, night employment with Bonnie's Eastside Cleaning (whom made Ms. Hoff an employee and whom paid into unemployment) **should have merit and Ms. Hoff should not be required to repay funds that was determined in the Monetary Decision that she was to receive.**

2. The Trial Court Erred and the Appellant is Entitled to Recover the Approximate \$2.00 Garnishment and Garnishment Fee from Wells Fargo.

The Appellant could not repay the overpayment but yet Employment Security garnished the Appellant's bank account after the unemployment that had been approved based on the employment with employer, Bonnie's Eastside Cleaning was taken away. The Appellant had no employment or unemployment.

3. The Trial Court Erred and the Appellant is Entitled to Receive the Unemployment Claim Benefits Approved by Employment Security as a Total Claim.

REPLY TO RESPONDENT'S BRIEF

The Appellant's reasons and factors for quitting was not due to dissatisfaction of pay. Ms. Hoff never discussed anything about pay until the employer, David Zimmar brought up pay to Ms. Hoff in March 2009 when an increase was given at the end of March 2009. This inaccurate fact was on the Initial Order by Judge Kimberly Boyce along with numerous inaccuracies of the dates and facts by Judge Kimberly Boyce. See **EXHIBIT 5, Page 1 on my initial quit statement.** I did not continue to complain I was not making enough money. *"David Zimmar told me July 2009 he could give me \$20.00 more a week." The employer also stated, "I could give you \$20.00 more a week and that would be one less church you have to ask."*

David Zimmar never gave me the weekly increase WHICH PUT ME IN THE POSITION TO ASK FOR SOMETHING HE SAID HE WOULD GIVE. THAT IS WHY HE WAS ASKED ABOUT INCREASES IS BECAUSE HE SAID HE WOULD GIVE ME AN INCREASE. *Judge Kimberly A. Boyce turned this situation into that I was continually asking for an increase, BUT THE REALITY IS THAT I WAS TOLD I WOULD GET AN INCREASE WHICH WAS NEVER GIVEN, WHICH PUTS ME IN THE POSITION TO ASK FOR SOMETHING I WAS TOLD I WOULD RECEIVE. THE*

INFORMATION ABOUT WHY THE INCREASE WAS ASKED FOR
IS ON TAPE AND FURTHER IN EXHIBIT 5, PAGE 1.

Ms. Hoff has stated repeatedly that her hours were reduced from 4 hours per day to 3 hours per day. The agreement at the start of employment was 4 hours per day, 4 days per week.

INCOME ABILITY WORKING 4 HOURS PER DAY AS MY HOURS WERE FOR OVER 1-1/2 YEARS:
MY INCOME ABILITY WAS REDUCED 38% AS I WOULD HAVE MADE \$25.00 PER HOUR x FOUR HOURS = \$100.00 per day = \$400.00 PER WEEK

INCOME ABILITY WORKING 3 HOURS PER DAY:
THE INCOME CALCULATED AT \$25.00 PER HOUR X 3 HOURS PER DAY = \$75.00 PER DAY = \$300.00 PER WEEK (ACTUAL PAY \$290.00 PER WEEK IS A 38% REDUCTION)

Further reductions of pay occurred each and every time the employer, David Zimmar was out of the office for vacation, holidays or any other time he was not in the office that affected Ms. Hoff's paycheck each and every time.

Telephone Conference Hearing March 23, 2010 Initial Order, Page 2 - No. 3: "The claimant's pay was not based upon the number of hours that she worked." *The employer David G. Zimmar stated that she made \$25.00 an hour after her increase.* When he gave me the raise, he calculated the raise based on an hourly amount. The employer used his calculator and stated "you will be making \$25.00 per hour". He stated "you work 3

hours per day". I told him then I worked 4 hours per day. *As recorded on transcript the employer stated that I made an hourly amount.*

See Page 39 of the transcript where David Zimmar states "she was making \$25.00 an hour".

Telephone Conference Hearing March 23, 2010 Initial Order, Page 42:

Employer taking vacation, the employer stated "I took the vacation, I even paid her and she didn't do the work". Every time David Zimmar took a vacation or took off time at Christmas or any other time, **I never received a full paycheck with deductions and much less than the agreed amount. This was always without any notice to me about receiving the deducted pay and had to absorb the pay loss at the time he took off. Generally I would only receive about a third of my pay while David Zimmar was on vacation or taking time off. I did do work during his vacations and time he left the office. The work had been given to do and I also went into the office in his absence.**

The pay was not the reason or factor that Ms. Hoff quit the employment of David Zimmar. The reason for quitting was the reduction of daily hours from 4 hours per day to 3 hours per day reducing Ms. Hoff's income ability by 25%. The reason for quitting was the reduction of pay each and every time the employer, David Zimmar was out of the office on vacation or otherwise, reducing Ms. Hoff's pay without any

notice to Ms. Hoff, not paying the agreed pay from the start of Appellant's employment, significantly reducing Ms. Hoff's paycheck each and every time the employer, David Zimmar was out of the office.

EMPLOYER NOTIFIED OF ISSUES

The employer, David Zimmar was notified and made aware of his reduction of daily hours from 4 hours per day to 3 hours per day. David Zimmar was informed that Ms. Hoff's agreed hours from the start of employment was 4 hours per day, and not 3 hours per day that the employer just arbitrarily changed, reducing Ms. Hoff's income ability. The issue was raised during my Telephone Conference Hearing that the reduction of hours was a reduction of pay.

The employer, David Zimmar was notified verbally and in writing many times of his yelling at me and others that created a hostile work environment, and that the yelling was causing Ms. Hoff health issues. As an employee, Ms. Hoff has the right to work in a professional work environment where she is not yelled at. This compromised my religious and moral beliefs that I should not have to be subjected to.

Telephone Conference Hearing March 23, 2010 Initial Order, Page 2 - No. 7: "The claimant did not quit in May of 2009 when Mr. Zimmar yelled at her, and she never raised with him an ongoing issue about his yelling, either at her or at others." **The date on the Initial Order is wrong about**

the significant date when one of the instances with yelling had occurred when I was seen for high blood pressure in an emergency clinic right at the time I was yelled at on August 1, 2009 (Exhibit 1 of Judicial Appeal). Also Exhibit 2 of Judicial Appeal shows where I had raised an ongoing issue about his yelling and that it was compromising my health.

The date of August 2009 is the accurate date which is the date I saw a emergency clinic as I had been yelled at then. The eyelid spasms developed shortly after. **It was directly related to the employer David Zimmar as I had not been working for Bonnie's Eastside Cleaning since March 2009. The eyelid spasms ceased shortly after Ms. Hoff quit David Zimmar's employment.**

Ms. Hoff made client appts on David Zimmar's calendar. Ms. Hoff was not required to **have permission to put the client appts on David Zimmar's calendar. It was my job to put the appts on the calendar where it is stated incorrectly "without his permission".**

See Respondent's Brief at Page 6.

Telephone Conference Hearing March 23, 2010 Initial Order, Page 3 - No.

10: The claimant did not tell Mr. Zimmar that she was having medical problems as a result of stress from this job.

The Initial Order by Judge Boyce is incorrect. See Exhibit 2 of Judicial Appeal that shows where I had raised an ongoing issue about his yelling and that it was compromising my health and I was having medical problems as a result of the job with David Zimmar. David Zimmar had been told verbally and in writing about his yelling and the affect on my health.

David G. Zimmar made me a contract employee and I had asked him to make me an employee. He refused. Attached is the investigation conducted by the Internal Revenue Service dated July 1, 2011 which has been in process since I quit David Zimmar's employment October 2009. The investigation by Internal Revenue Service concludes that I was an employee and had worked at David Zimmar's office for two years. The law is stated in the letter from the Internal Revenue Service which was stated as another reason I left the employer's employment. It was illegal that David Zimmar made me a contract employee and I was an employee.

The letter from the Internal Revenue Service cites 4 pages of law to my employer, David G. Zimmar, who knows law. Based on the IRS letter the employer, David G. Zimmar, commenced my employment with inequity and not legal determined by the SS-8 Determination conducted by the IRS. The SS-8 Determination Letter illustrates his ability to do things to reduce his expenses and not even pay into unemployment as he should

have because I was an employee.

As an employee, Ms. Hoff should not have to be subjected to continuously ask the employer, David Zimmar to make her an employee after 2 years of employment at his office, during his office hours using his equipment. This act alone by the employer, David Zimmar demonstrates his ability to wrongfully classify Ms. Hoff's employment status and subject Ms. Hoff to this as an employee. From the start of Ms. Hoff's employment with David Zimmar, the employer was unethical and unlawful in his treatment of Ms. Hoff as an employee.

EMPLOYER CREDIBILITY

The employer, David Zimmar from the start of Ms. Hoff's employment illegally made Ms. Hoff contract when she was an employee as determined by the SS-8 Determination Letter. *The Internal Revenue Service had to bring it to the attention of the employer, David Zimmar that Ms. Hoff was an employee, and the employer, David Zimmar knowingly mis-classified Ms. Hoff to benefit himself.* How credible is an employer who starts an employment relationship with an employee by illegally and wrongfully mis-classifying the employee for the employer's benefit? The employer as a result of this unlawful mis-classification of the employee, Ms. Hoff twisted the working relationship to not pay taxes or unemployment taxes. If an employer starts an employment relationship

this way, what else is the employer capable of twisting for his benefit? How credible is an employer that obtains a Waiver of Mandated Court Filing Fees in King County Superior Court? That Waiver of Mandated Court Filing Fees obtained from not being able to afford the fees yet vacation in Europe for a month, and that waiver approved and sent by the court during the Europe vacation absence. That is unethical.

***TELEPHONE CONFERENCE
FACTS AND DATE INACCURACIES***

Ms. Hoff's Opening Brief outlines two sections entitled Initial Order Inaccuracies that lists numerous inaccuracies of dates and facts reported in the Initial Order. The Telephone Conference Transcript lists numerous statements that are inaccurate and false by the employer, David Zimmar.

Legal Hearings where facts and dates are inaccurate with dates and facts wrong give doubt as to the accuracy of the hearing and results of that hearing. Judge Kimberly Boyce allowed the employer, David Zimmar to speak hearsay about Ms. Hoff. Whenever Ms. Hoff spoke of any hearsay, it was immediately cut off. The employer, David Zimmar was allowed to talk about what his wife said and even a complete personal conversation Ms. Hoff had with the employer, David Zimmar. ***During the telephone conference hearing, Ms. Hoff was aware that the employer, David***

Zimmar was allowed to speak hearsay. As a result, Ms. Hoff was not comfortable at all with Judge Kimberly Boyce.

To date, Ms. Hoff's reason for quitting has been falsely interpreted that "Appellant dissatisfied with pay". **That interpretation is 100% inaccurate and false. Ms. Hoff never "discussed repeated unhappiness with pay" with the employer, David Zimmar. Pay was never discussed with the employer, David Zimmar until David Zimmar brought it up to Ms. Hoff in March 2009.** Ms. Hoff has stated that her reasons for quitting were:

- **Reduction of hours and pay by 25% with employer, David Zimmar.** *From the start of employment, the hours were 4 hours per day, 4 days per week. The hours were reduced to 3 hours per day.*

This was set hours from the start of employment that were cut down to 3 hours per day by the employer, David Zimmar. This reduction of hours from 4 hours to 3 hours per day is also reflected in the daily parking record that the employer, David Zimmar submitted to IRS as an offset to his business expenses.

Telephone Conference Hearing March 23, 2010 Initial Order, Page 38:

Employer states "I'm not going to pay you on a hourly basis". The work agreement from the beginning was hourly and the rate was figured on 4 hours per day, so much per hour from the beginning. If the number of

hours was changed from 4 in the beginning to 3 hours, then my pay was less.

Ms. Hoff never received a full paycheck with deductions and much less than the agreed amount. This was always without any notice to Ms. Hoff about receiving the deducted pay and had to absorb the pay loss at the time David Zimmar took off. Generally I would only receive about a third of my pay while David Zimmar was on vacation or taking time off. I did do work during his vacations and time he left the office. The work had been given to do and I also went into the office in his absence.

If Ms. Hoff never received reductions to her pay, then why was Ms. Hoff's paycheck always a small fraction of what it was supposed to be? Ms. Hoff's pay was reduced every day when the set hours were cut to 3 hours per day from the original employment agreement of 4 hours per day; and Ms. Hoff's pay reduced down to a third whenever the employer, David Zimmar was on vacation or out of the office, without notice to Ms. Hoff, and not keeping the original agreement of hours and pay at the start of her employment.

- **Yelling at Ms. Hoff and others Numerous Times that employer, David Zimmar was informed of verbally and in writing that it was affecting Ms. Hoff's health.**
- **Illegally Activity of Client Known by employer, David Zimmar told to me by David Zimmar.**

Mr. Zimmar is the person who told Ms. Hoff about the illegal activities of a client and then performed work for the client. *It was Mr. Zimmar's duty to report that illegal activity which he had firsthand knowledge of, not me. The one occasion of illegal activity was significant and wrong. As an employee of a law office, I don't want to work for a attorney who has knowledge of illegal activity and then does not report it. It is against my religious beliefs to have to do work for a client involved in illegal activity that the employer knowingly did work for. The employer was unethical and didn't consider my morals putting me in a wrongful position to do work for a client involved in illegal activity.*

- **Mis-Classification of Ms. Hoff determined by IRS to be illegal. David Zimmar refusing to make Ms. Hoff an employee after repeatedly requesting.**
 - **Violation of my religious and moral convictions due to yelling and the employer, David Zimmar knowingly performing work for a client, that the employer, David Zimmar informed me were engaged in illegal activity.**
- 4) The Trial Court Erred and the Appellant is Entitled to Receive Compensation for Fees Incurred for Extreme Hardship of Appellant Without Employment or Unemployment.**

The Appellant had been granted unemployment through the Appellant's primary employer, Bonnie's Eastside Cleaning as a result of the employer not being able to pay and the employer in a business bankruptcy. The Appellant suffered in that position for 6 months while the payroll was

behind, medical insurance cancelled and ultimately the pay to be reduced 60%. The unemployment that the Appellant had been granted was taken away leaving the Appellant with no employment or unemployment. The Appellant then after suffering 6 months in the position endured tremendous hardship as a single parent with no employment or unemployment. The Appellant has incurred fees as a result.

ARGUMENT SUMMARY

As recorded on tape during the telephone conference on March 23, 2010, I worked day and night, 16 hours per day with no sleep in between jobs, for two employers who didn't pay, reduced my hours, reduced my pay, changed my pay with no notice when David Zimmar was out of the office on vacation or weeks taken off during the holiday, and yelled at me giving me severe health issues and put in the position to perform work for clients that the employer, David G. Zimmar, had informed me were engaged in illegal activity.

I tried for months to change the working conditions with both employers to the extreme point where my pay and hours were reduced.

The issues related to the hostile, yelling work environment at David G. Zimmar's compromised my religion, morals; I developed severe health conditions while working in the environment. *David Zimmar was informed in writing and verbally about his yelling and that it was*

compromising my health. This is two of the unemployment reasons for a valid quit in the Washington State Unemployment Claims Kit at Page 16, Nos 2 and 10:

- 2. Due to your illness or disability or the death, illness or disability of a member of your immediate family, as long as you pursued all reasonable alternatives to keep your job.**
- 10. If your employer caused your usual work to change that would now violate your religious convictions or sincere moral beliefs.**

Constitutional Provision.

The First Amendment of the Constitution allows the Appellant the right to her religious and moral beliefs. To work in an employer's office who yells at the Appellant and his family members on a regular basis is an extreme conflict of who I am both morally and by my religious convictions. As an employee, I have a right to not be subjected to the actions of yelling in an office. As an employee, I have a right to a professional work environment and not having that in place is a direct violation of the First Amendment and my religious and moral convictions.

My income ability was reduced 38%. David Zimmar was informed that my hours from the start of my employment were 4 hours per day and

he changed those hours to 3 hours per day which was one of the reasons I quit as it was a 25% reduction in hours. This is two of the unemployment reasons for a valid quit in the Washington State Unemployment Claims Kit at Page 16. Nos 5 and 6:

5. **Because your employer reduced your usual pay by 25 percent or more.**
6. **Because your employer reduced your usual hours of work by 25 percent or more.**

RCW 50.20.050 (B) (v) (vi)

(v) The individual's usual compensation was reduced by twenty-five percent or more;

(vi) The individual's usual hours were reduced by twenty-five percent or more;

INCOME ABILITY WORKING 4 HOURS PER DAY AS MY HOURS WERE FOR OVER 1-1/2 YEARS:
MY INCOME ABILITY WAS REDUCED 38% AS I WOULD HAVE MADE \$25.00 PER HOUR x FOUR HOURS = \$100.00 per day = \$400.00 PER WEEK

INCOME ABILITY WORKING 3 HOURS PER DAY:
THE INCOME CALCULATED AT \$25.00 PER HOUR X 3 HOURS PER DAY = \$75.00 PER DAY = \$300.00 PER WEEK (ACTUAL PAY \$290.00 PER WEEK IS A 38% REDUCTION)

My son and I have lived the Great Depression Era when unemployment was not available and when workers were out of work they

had no unemployment or income to rely upon. President Roosevelt then put into place unemployment so workers who were subjected to unethical employment standards could live while they sought new employment. In the years 2010 and 2011 my son and I have not been able to rely upon the unemployment I had already been approved for based on Bonnie's Eastside Cleaning's business bankruptcy (No. 09-10269). David G. Zimmar didn't even pay into unemployment.

The employer, David G. Zimmar, reduced my hours from 4 to 3 per day and that was one of the Appellant's reasons for quitting as it affected the Appellant's pay by a 25% reduction. Every day I worked there was a parking record kept by my employer that he submitted as an offset to his business expenses. **Each daily parking record accurately reflects the hours I worked by the time documented that I parked and clearly reflected the decrease in hours from 4 per day in the beginning and then changed to 3.** The testimony by David G. Zimmar in the transcript is an absolute lie on Page 38 that "I'm not going to pay you on an hourly basis". The agreement from the beginning was based on 4 hours per day. The statement on Page 64 of the transcript that "there was no such thing as cutting pay". *My pay was cut every day when the hours that I would be compensated for changed from 4 to 3. My pay was cut all the time when the employer went on vacation or was out of the office.*

The daily parking record clearly shows the hours I worked by the hours parked. David G. Zimmar did reduce my hours from 4 to 3 per day documented in the daily parking record. He lied about it in the telephone conference hearing.

FURTHER PAY DEDUCTIONS:

PAY REDUCED EVERY TIME THE EMPLOYER WAS OUT:

*David G. Zimmar reduced my earnings to about a third of what I made when he went to Russia for almost a month. When David G. Zimmar went to Russia my paycheck was almost \$500.00 less. He reduced my pay to approximately one-third when he went to North Carolina. Every opportunity he had he reduced my paycheck. I was supposed to receive a set amount each week and he continually took advantage of me by deducting my check whenever he was out. During Christmas he sent me a check for \$120.00 for the week because he decided to not go into the office. **The reduced checks occurred as a result of him taking time off and then not keep the agreement of my weekly wages, paying me a full check.***

If I never received a deduction to my check then why was I always paid a fraction whenever the employer was out on vacation or out of the office? My check was deducted every day when the

employer changed my agreed work hours from 4 hours per day from the start of my employment to 3 hours per day.

As a senior and single parent I worked 2 jobs totaling 16 hours of work per day, back-to-back with no sleep in between jobs to provide. My unemployment I was approved for based on my primary employer, Bonnie's Eastside Cleaning, who paid into unemployment and David G. Zimmar paid nothing into unemployment, was taken from me and my son.

As a senior and worker in the State of Washington who worked 2 jobs, 16 hours per day, myself and my son have had to endure what was endured during the Great Depression. No Unemployment or Employment. I thought this country had come out of the Great Depression with the morality and laws to treat workers decently for their job labor and what I endured from 2 employers.

As a single parent, I worked 2 jobs and for that have lived the Great Depression. My son and I have suffered beyond words as a result of the hearing and decisions that took away unemployment from a senior and single mother who had multiple reasons for both employers to leave both of their employments.

Conclusion.

For each of the foregoing reasons, this Court should reverse and

hold that Ms. Hoff is entitled to recover the overpayment of unemployment, that all payments made to Employment Security on the overpayment be returned to the Ms. Hoff and the interest dismissed. It has been an extreme hardship to Ms. Hoff as a single parent with no employment or unemployment. The unemployment Ms. Hoff had been granted through her primary employer, Bonnie's Eastside Cleaning was approved by Employment Security as a claim. Then the claim that was granted taken away.

Additionally, this Court should reverse and hold that the garnishment of Ms. Hoff's bank account be returned to Ms. Hoff. This Court should reverse and hold that the garnishment fee incurred at Wells Fargo be paid by Employment Security. Ms. Hoff could not repay the overpayment but yet Employment Security garnished her bank account after the unemployment she had been approved for with her primary employer, Bonnie's Eastside Cleaning, was taken away.

Additionally, this Court should reverse and hold that Ms. Hoff should receive compensation from Employment Security for fees incurred as a result of the extreme hardship of being granted unemployment in a Monetary Decision with Bonnie's Eastside Cleaning. Then the unemployment granted taken away.

In addition, this Court should reverse and hold that the unemployment claim benefits approved by Employment Security with her primary employer, Bonnie's Eastside Cleaning be paid to Ms. Hoff as a total claim. The Monetary Decision approved through Ms. Hoff's employment with Bonnie's Eastside Cleaning should have merit. Why would the unemployment Ms. Hoff had already been approved for suddenly be cancelled? That decision for unemployment should have had merit and Ms. Hoff should receive the unemployment for that decision that was already made. The unemployment that the decision was made on Bonnie's Eastside Cleaning should have not just been erased leaving Ms. Hoff with no employment or unemployment.

Respectfully submitted this 2nd¹ day of August, 2012.



Melodie R. Hoff
Appellant, Pro Se

I certify that the Appellant's Reply Brief was mailed to the Court of Appeals, Division I and to Anthony Pasinetti, Assistant Attorney General on August 2, 2012.

458764954 20090514EMS5330

880105614

MELODIE R HOFF

01

05 12 09

770

Social Security Number

Claimant's Name

Program

Application Date

TeleCenter

State of Washington - Employment Security Department

STATEMENT OF WAGES AND HOURS
MONETARY DETERMINATION

Shown below is the quarterly wage and hour information received from your present or past employer(s). The amount of unemployment benefits you can potentially receive is based on these figures. The weekly amount and maximum benefits payable, if you are found eligible, are shown in the lower right-hand corner.

Employers pay for the entire cost of this insurance. Nothing has been charged to you or deducted from your pay.

PLEASE COMPARE THIS INFORMATION WITH YOUR OWN PAYROLL RECORDS AS SOON AS POSSIBLE. If you think any of the information on this form is wrong, or there is missing information, see the bottom of this form for instructions on requesting a redetermination or filing an appeal. *The Department will not process redeterminations to add hours on already valid claims.* Explanations of the terms used on this Statement of Wages and Hours are on the reverse of this form.

MELODIE R HOFF
1817 214TH ST SW
LYNNWOOD WA 98036-7930

REPORTED WAGES AND HOURS FOR YOUR BASE YEAR:			1/08		THROUGH:		4/08			
BENEFIT YEAR BEGINS:			05 03 09		BENEFIT YEAR ENDS:		05 01 10			
			DATE MAILED:		05 14 09					
CLAIMANT NAME	EMPLOYER NAME	ACCOUNT NUMBER	1ST QTR OF BASE YEAR 1/08		2ND QTR OF BASE YEAR 2/08		3RD QTR OF BASE YEAR 3/08		4TH QTR OF BASE YEAR 4/08	
			WAGES	HOURS	WAGES	HOURS	WAGES	HOURS	WAGES	HOURS
HOFFMEL BONNIE		18217900	7500.00	480	7500.00	400	5000.00	160	7500.00	480
<p>003 THIS IS A CORRECTED STATEMENT OF WAGES AND HOURS. YOUR EMPLOYER ORIGINALLY REPORTED YOUR WAGES OR HOURS INCORRECTLY.</p> <p>150 THE MAXIMUM BENEFITS PAYABLE AND THE WEEKLY BENEFIT AMOUNT SHOWN BELOW DO NOT INCLUDE THE \$25.00 WEEKLY PAYMENTS FROM THE FEDERAL ADDITIONAL COMPENSATION (FAC) PROGRAM. FOR EACH WEEK YOU ARE ELIGIBLE FOR BENEFITS, THE \$25 FAC WILL BE ADDED TO YOUR WEEKLY PAYMENT.</p>										
QUARTERLY TOTALS:			7500.00	480	7500.00	400	5000.00	160	7500.00	480
REDETERMINATION			INITIAL DETERMINATION If you believe the employer, wage or hour information is wrong, contact your Unemployment Claims TeleCenter for instructions on providing proof of wages and/or hours. This request must be made within one year of the mailing date of this Statement of Wages and Hours. (Note: This request must be made and a redetermination issued before an appeal can be filed.)				TOTAL REPORTED EARNINGS		HOURS	
							STATE(S)	27,500.00	1520	
							FEDERAL	.00	0	
							TOTAL	27,500.00	1520	
							WEEKLY BENEFIT AMOUNT		\$333.00	
							MAXIMUM BENEFITS PAYABLE		\$8658.00	

REDETERMINATION Appeal Notice - The law states that this redetermination is final unless an appeal is filed in writing by mail or fax to the Unemployment Claims TeleCenter within thirty (30) days after the mailing date of the redetermination. The postmark date will count as the date the appeal was filed if it is properly addressed and has sufficient postage. If you file an appeal, continue to file your weekly claims each week as usual while waiting for your hearing.

REDETERMINACION Notificacion de Apelacion - La ley establece que esta redeterminación es final a menos que registre una apelación por escrito y la envíe por fax o por correo al TeleCentro para Reclamos por Desempleo antes de que pasen treinta (30) días de la fecha de envío de la redeterminación. El matasello de su sobre cuenta como la fecha en que registro la apelación si es que el sobre tenía la dirección postal correcta y el suficiente franqueo postal. Si registra una apelación, continúe registrando su reclamo semanal.