

72396-1

72396-1

BRIEF

Court Of Appeal

Div -1

Case 723961-I

Shaw Rahman

v.

WA State Employment Security department

RECEIVED
COURT OF APPEALS
DIVISION I
JAN 11 2011



Appellant,

Shaw Rahman

Respondent,

WA state Employment Security Department

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BLACK LETTER LAW, RULE OF LAW, STATUES, CASE LAW.

De Beers Consol. Mines V US 325 US 212 217 (1945)
EEOC v Boeing.
Harlow v. Fitzgerald, 457 U.S. 800, 815-819 (1982)
Mireles v. Waco, 502 U.S. 9, 9-10, 112 S.Ct. 286, 287, 116 L.Ed.2d 9 (1991).
Miller 885,
Milligan 110.
Orwick v Seattle, 103
Pierson v. Ray, 386 U.S., at 554,
Ridgewater Props v. Starbuck 1982
Stegall v Citadel Board Co
Triton Energy Corp v Sqaure D Co
RCW 49.60
RCW 49.60.180
RCW 34.05.330
RCW 34.05.320
RCW 34.05.655
RCW 43.17.010
RCW 50.20.010
RCW 50.04.030
RCW 49.60.270
RCW 49.44,
RCW 49.44.(170)
RCW49.44.080

Appeal from orders of administrative law judge.

Any respondent or complainant, including the commission, aggrieved by a final order of an administrative law judge may obtain judicial review of such order as provided under the administrative procedure act, chapter 34.05 RCW. From the time a petition for review is filed, the court has jurisdiction to grant to any party such temporary relief or restraining order as it deems just and suitable. If the court affirms the order, it shall enter a judgment and decree enforcing the order as affirmed.

RCW 34.05.330

(1) Any person may petition an agency requesting the adoption, amendment, or repeal of any rule. The office of financial management shall prescribe by rule the format for such petitions and the procedure for their submission, consideration, and disposition and provide a standard form that may be used to petition any agency. Within sixty days after submission of a petition, the agency shall either (a) deny the petition in writing, stating (i) its reasons for the denial, specifically addressing the concerns raised by the petitioner, and, where appropriate, (ii) the alternative means by which it will address the concerns raised by the petitioner, or (b) initiate rule-making proceedings in accordance with RCW 34.05.320.

(2) If an agency denies a petition to repeal or amend a rule submitted under subsection (1) of this section, and the petition alleges that the rule is not within the intent of the legislature or was not adopted in accordance with all applicable provisions of law, the person may petition for review of the rule by the joint administrative rules review committee under RCW 34.05.655.

(3) If an agency denies a petition to repeal or amend a rule submitted under subsection (1) of this section, the petitioner, within thirty days of the denial, may appeal the denial to the governor. The governor shall immediately file notice of the appeal with the code reviser for publication in the Washington state register. Within forty-five days after receiving the appeal, the governor shall either (a) deny the petition in writing, stating (i) his or her reasons for

the denial, specifically addressing the concerns raised by the petitioner, and, (ii) where appropriate, the alternative means by which he or she will address the concerns raised by the petitioner; (b) for agencies listed in RCW 43.17.010, direct the agency to initiate rule-making proceedings in accordance with this chapter; or (c) for agencies not listed in RCW 43.17.010, recommend that the agency initiate rule-making proceedings in accordance with this chapter. The governor's response to the appeal shall be published in the Washington state register and copies shall be submitted to the chief clerk of the House of Representatives and the secretary of the senate.

(4) In petitioning for repeal or amendment of a rule under this section, a person is encouraged to address, among other concerns:

- (a) Whether the rule is authorized;
- (b) Whether the rule is needed;
- (c) Whether the rule conflicts with or duplicates other federal, state, or local laws;
- (d) Whether alternatives to the rule exist that will serve the same purpose at less cost;
- (e) Whether the rule applies differently to public and private entities;
- (f) Whether the rule serves the purposes for which it was adopted;
- (g) Whether the costs imposed by the rule are unreasonable;
- (h) Whether the rule is clearly and simply stated;
- (i) Whether the rule is different than a federal law applicable to the same activity or subject matter without adequate justification; and
- (j) Whether the rule was adopted according to all applicable provisions of law.

(5) The *department of community, trade, and economic development and the office of financial management shall coordinate efforts among agencies to inform the public about the existence of this rules review process.

(6) The office of financial management shall initiate the rule making required by subsection (1) of this section by September 1, 1995.

BRIEF

DIV -1 CASE NO. 723961

SHAW RAHMAN

VS.

WA STATE EMPLOYMENT SECURITY DEPARTMENT

STATEMENT OF CASE

PROCEDUREAL HISTORY & FACTS

The plaintiff asserts and relies the reasoning based on case law below, for page 1-14 of this appeal.

"substantial evidence, which is evidence sufficient to persuade a fair minded person of the truth of declared premise" . Ridgewater Props v. Starbuck 1982.

Plaintiff was denied unemployment benefit unlawfully (page 71,)by Administrative law judges in determination of eligibility, for the claiming period, unlawfully, for benefit year end date 3/2/2013.

11/4/2012 – 12/1/2012

06/30/2013- 12/28/2013

“Page’s below (for 1-10) refers to, clerks paper’s

(CP)sub no. #7 ‘s contained pages,] exhibits

from employment security department,

commissioner’s record, for case above, page 1-316]

1. Plaintiff was out of the country on an interviews and was travelling and earlier he had to vacate his Redmond WA, residence after his unemployment benefit was denied. by ESD, as a result he didn’t receive the hearing notice that was sent to Redmond address,305-307.
2. Plaintiff appeal at the decision of ESD that his claims wasn’t fraudulent and replied to Fraud investigation dept, per page 102,but was made within claiming period, exhibit clerk’s paper , EXHIBT page 73-76, repeating requiring employer to pay on time and not(“make” /”enforce contract”) breach the contract ,under the definition of break of contract , page 80, proving time sheets(page every “week” accordingly within the weekly (RCW 50.04.360 also see the word , on page 132 , “WEEKLY”,298-300,) claiming period, per page 81-84 instructing ESD to update his pay record accordingly per page 84.
3. Employer didn’t on pay or approve on time tine, per page 85-86, and willingly break contract ‘s terms and condition intentionally, page 92,violation of f 42 USC(“make and enforce” clause).

Employer evades with excuses to make time sheet available per exhibit 108, (issue Narrative) by ESD note.

4. Plaintiff disclosed his earnings per deposition testimony page,
5. Plaintiff appeal the ESD decision per page 103
6. Subsequently after denial by Administrative Judge Plaintiff petitioned to commissioner's review office ,page 186, plaintiff within each "claiming period" didn't have any service work hours approved or were in dispute or not signed by employers, or earned any wage, as a result of employers' (4ci/Deloitte's) intentional discrimination and harassment, Plaintiff had shown substantial good cause holding on RCWs in relations , to weekly claiming (in charts) , per page 197,198
7. Judge Naccarato's order page 200-206, violated RCW and is discriminatory with fraudulent statements when plaintiff provided employers, timesheet for work hours of within RCW 50.04.360, definition of "week"
8. Commissioner's review office failed to provide justice page 225,(order, UIO 770)-231))on decision of unemployment benefits claimed by Plaintiff on each weekly (RCW 50.04.360)claiming period, for appeal by Plaintiff, page 233(,petition for review) -- 238, along with clear distinction 239(AA),240,BB)-248,
9. A reconsideration decision , per page 225-234(review no 2013-4063) which was responded.

10. On January 17, 2014, per page 302 -308, plaintiff petition for review was dismissed for reconsideration causing Plaintiff to appeal in superior court, at king county under judge Spearman

ASSIGNMENT OF ERROR

Court of appeal determines a case based on factual allegation, or facts rather than procedure technicalities of Pro Se.

Hon. Judge Spearman's decision, Not to re/reconsider (CP sub No . 11 page 248-249, CP sub no 15 A, page 259) and Dismiss Unemployment benefit doesn't convince the fair minded Plaintiff with reason and LAW that a justice had been provided to him, for the following reasons

1. Plaintiff provided "trace record"(with this brief's appendix, EM 043166245CA)) of the shipment that was sent to the Superior court of appeal via EMS hat it was delivered in 6th Jan 2014, CP sub No 17 page 261, for initial "FILLING" of the appeal. Therefore, the appeal was filed on time. It was returned for a coversheet to a wrong address where plaintiff was not residing by superior court clerk's office disregarding the self-posted return envelope(

with Fedex tracking number provided) for a return from clerk's office to him in Vancouver bc,, in statement of "motion to amend/reconsider" to judge Spearman , CP sub No 12, page 250,

The Facts in this case are referenced in the following documents: Please refer to the case docket above No 14-2-03626-4-SEA

(1-a) "Motion to amend /reconsideration" CP sub no. 12, 13 page 250-251-252;

(1-b)Initial order, CP sub no 11 page 248-249

(2) Motion for Re-reconsider with provided exhibit filed in the court docket, CP sub No, 13, page 251-252

(3)Appeal (ALR2) to Superior court for unemployment benefit

For case review No 2013-4063-RC , for Unemployment benefit claim # 072013-01680R1, page 1-7 and Appendix 1 , exhibit it reference within that case review, with cover sheet dated 1/28/2014,

Notice of appeal to superior court, CP sub No 1 page 1-105;

CP sub No 3 page 106-109 ;

CP sub No 4 page 110

CP sub No 6 page 111

CP sub No 1 page 1-105

CP sub No 7 page referenced in 1-10 above,

CP sub No 9 page 112-113

CP sub No 10 page 114-247, response to motion to
dismiss in sup court

CP sub No 11 page 248-249

CP sub No 12 page 250

CP sub No 13 page 251-252

CP sub No 14 page 253-256

CP sub No 15 page 257-258

CP sub No 16 page 260

CP sub No 17 page 261

CP sub No 18 page 262-268

(4) Deposition Transcripts filed with the court with
statements regarding notice of intent filed on
October 22,2014, with appendix -5(1-2) transcript
page and line numbers.

ARGUMENT/ REASONING/LEGAL

AUTHORITY:

Plaintiff, holds, and reasons that the unlawful
dismissal and denial of reconsideration violates

statutory right and holds that WA state
Employment security Department committed
discrimination violating, RCW 49.60 , in more
specific this denial violates, RCW 49.60.270 ,

JUDGE NACCARATO'S STATEMENT
OF BIAS-- STATEMENT OF CLAIMS -
INJUSTICE, IN DEPRIVATION OF
BENEFIT RCW 49.60.270; 49.60.180
(Employer's & ESD's unfair business
practice):

Judge Naccarato's statements in deposition
Transcript page 40 of 316:20-24 shows clear bias in
judicial determination, Plaintiff's asserts via
deposition, page 36:1-25,,page 37:1-5,10-15,18-25,;
page 39: 17-23, page 41: 9-25; 42:8-25;43:1-8;15-
18;23-24; 44:8-11;22-25;45:3-5;16-25; page 40:1-
3;7-9;12-25; 52:1-25;53:4-11;16-25;54:1-25;55:1-
25;56:1-25;57:1-18;58:1-22; vs. page 46:1-15;20-
25; 48:6-25;49:1-25;59:18-25;60:1-5;24-25;61:1-
25;62:9-25;63:1-25;64:1-20;65:6-13;66:1-20, 24-
25;67:1-17;68:61-25, for claims made within

“claiming period RCW 50.04.360 “.Employers breached contract, by not paying Plaintiff on time, as a result of “intentional” discrimination and bias by presiding judge, Plaintiff holds onto)No doubt exists,) per *Orwick v Seattle*, 103, in judicial injustice and error for determination of denial of benefit, within each claiming period with intentional bias, in judge’s order, when contractual relationship was deliberately breached-in an unfair business practices by both employers, (nucleus of RCW 49.60.180, RCW 49.44,(170),RCW49.44.080,), by the employers, (in violation of “make and enforce” clause of the 42 USC ,contract as agreed prior to start of employment , by termination Plaintiff without any just cause without any notice, to subject his living and livelihood endangering him to live on ESD support, as a result of employers’ breach in contract. In his subsequent employment his salary went down by \$10/hr. And Hon. Judge’s excuses to write fraudulently and misinterpreted order is thereby, merely “pretext” and “unworthy of credence”, holding on *Miller 885, Milligan 110*.

EEOC v Boeing. And the employers acted along with presiding judge's with , acts of fraud, intent and motive of discrimination , --specific and substantial (*EEOC v Boeing*, *Stegall v Citadel Board Co*), is demonstrated, with the presence of "discriminatory motive" ,as required by law holding on *Triton Energy Corp v Sqaure D Co* , that violated state laws, in abuse of power, with manifest injustice. Therefore, (The Judicial Doctrine of Immunity) this obvious injustice that deprived Plaintiff from his unemployment benefit, forcing him, from fair living, plaintiff holds on , "Immunity applies even when the judge is accused of acting maliciously and corruptly." – United States Supreme Court ,See *Harlow v. Fitzgerald*, 457 U.S. 800, 815-819 (1982) *Pierson v. Ray*, 386 U.S., at 554, *Mireles v. Waco*, 502 U.S. 9, 9-10, 112 S.Ct. 286, 287, 116 L.Ed.2d 9 (1991). & *De Beers Consol. Mines V US* 325 US 212 217 (1945). Therefore benefit denial was unlawful by Administrative Judge and commissioners review office.

**SUBSEQUENT RECOVERY OF OUTSTANDING
BE STAYED TILL APPEAL DECISION**

Recently, ESD filed a warrant with case No. 14-2-28833-6 SEA, for outstanding \$604, after the opening brief transcript was served to the attorney general's office via a commissioner's. Plaintiff is now on ,only EBT food support ,unemployed and have pendant decision on this appeal, for co related ESD benefit overpayment, and have an order of indecency by judge Spearman, that he requests that until a decision is made , "be stayed " to deduct if any perceived outstanding funds owing to ESD (Exhibit attached). Furthermore, to the best of Plaintiff's knowledge when he was receiving benefit this year Feb 2014, he was told the owing overpaid amount had been deducted before he was given unemployment benefit at the beginning of this year; Since his last employment, ending in May, 2014, he had not received any further unemployment employment insurance benefit from ESD.

CONCLUSION

Therefore the plaintiff petitioned, for joint administrative review, under nested statute at the nucleus of RCW 34.05, at the court of appeal at Div -1 , by a panel of judges , to Grant Unemployment benefit (RCW 50.20.010)to Plaintiff., for the benefit year question (RCW 50.04.030) (WITH African American Judge on the panel, who are not Arab or Jewish descendants or related in spousal rations of such religious / ethic background.)

Appendix attached with Brief.
Respectfully put forth,

per - Muly Rahman

Pro Se, Plaintiff s/shaw Rahman

Certificate of service
Div – 1 Case No. 723961
Shaw Rahman v. WA ESD

I shaw Rahman certify that I caused copy of this brief to serve on the attorney of record of respondent, Marya Colignon, at the address on record via certified mail with return receipt.

Shaw Rahman
Pro se, appellant s/Shaw Rahman
Date: 11-03-2014

AFFIDAVIT

SHAW RAHMAN V. WA STATE EMPLOYMENT SECURITY
COURT OF APPEAL DIV -1
CASE 723961

I shaw Rahman state that the statements in the appeal are true to the best of Plaintiff 's knowledge.

sh. Rahman
Pro se , plaintiff
s/shaw Rahman

APPENDIX

EXHIBIT

(FROM CASE DOCKET)

To COMMISSIONER, EMPLOYMENT SECURITY DEPARTMENT(Warrant BPC 003(6/09) IN RESPONSE TO
CASE 14-2-28833-6 SEA ESD V. SHAW RAHMAN To Hon. Presiding Judge

RE : WARRANT FOR OVERPAYMENT ID 951 563865 9

In response to this warrant, Shaw Rahman asserts the following:

Imposing a warrant would be unlawful and be halted "stayed" (for a related case exists 14203626-4) , for the Plaintiff who is unemployed (living on EBT)and have not received benefit, till this time, from his previous overdue unemployment benefit (in 14-2-03626-4) , from the WA state's ESD, because a case 14-203626-4 SEA , pursuant to RCW 50. RCW 49.60.270, is underway for a review by a panel of judges ,for benefit denial by ESD, at Court of appeal, at division -1 (DIV1 case # 723961) , which is a "co related matter" in "cause", because of denial of benefit " improperly by ESD, for employers 4Ci and Deloitte," for which Plaintiff was compelled to, rely on WA state's ESD, support , for "the breach of contract by the employers" .- which was " caused" , when the employers' , deliberately were engaged in, a "continual pattern of unlawful acts" by not paying salary and approving plaintiff's timesheets per "weekly work hours" under each weekly " claiming period", defined under RCW definition of "week" , Plaintiff wasn't "even paid" , "EVEN for" , "one single week" properly, for approved work or services hours on time, forcing Plaintiff to rely on ESD support , with no other options for living.

Therefore the Judgment, should "stay " till the decision of court of appeal is finalized for the benefit denial case 14-203626-4 ,against WA state ESD, by a panel of Judges.

Plaintiff Shaw Rahman assert the a this filing of case 14-2-288336 SEA is unlawful. And the garnishment be taken or applied , after the decision of the case 14-2-03626- 9 is finalized ,so that , WA state does not maliciously cause damage to Appellant , when he is eligible to obtain benefit pursuant to chapter RCW 50.

Once the decision of the appeal , is made the, outstanding amount can be taken for such if allowed, and the warrant decision be "stayed" till such decision is made by the court of appeal.

Under the circumstances, the warranted amount to cause a judgment in plaintiff records, is clearly a malicious discrimination , to "cause" damage by ESD, holding on RCW 49.60,as a malicious intent , motivated discrimination , when the correlated, pending case of unlawful denial of benefit by ESD ,is being reviewed, by a panel of judges, at Division 1,for judicial errors, "as causes of discrimination"/ judicial injustice /manifest injustice, under RCW 49.60.270.

Once such decision is made by division -1's, panel of judges, to grant benefit, the outstanding amount can be deducted for the owing amount in question. Therefore the Plaintiff asserts, a repeal under RCW 34.05.330 for this action (warrant)of the ESD unlawfully, for an alternative, holding on RCW 34.05.320, and holds that this "cause be halted as alternate option has been provided " to agency for its international act from imposing ,under RCW 43.17 or Rcw 34.05.320 ; rcw 34.05.330

Shaw Rahman
Respectfully, Pro se. s/Shaw Rahman ,date 10-31-2014

PRAECIPE

To COMMISSIONER, EMPLOYMENT SECURITY DEPARTMENT(Warrant BPC 003(6/09) IN RESPONSE TO
CASE 14-2-28833-6 SEA ESD V. SHAW RAHMAN To Hon. Presiding Judge

RE : WARRANT FOR OVERPAYMENT ID 951 563865 9

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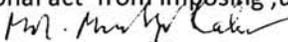
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Once the decision of the appeal , is made the, outstanding amount can be taken for such if allowed, and the warrant decision be "stayed" till such decision is made by the court of appeal.

Under the circumstances, the warranted amount to cause a judgment in plaintiff records, is clearly a malicious discrimination , to "cause" damage by ESD, holding on RCW 49.60,as a malicious intent , motivated discrimination , when the correlated, pending case of unlawful denial of benefit by ESD ,is being reviewed, by a panel of judges, at Division 1,for judicial errors, "as causes of discrimination"/ judicial injustice /manifest injustice, under RCW 49.60.270.

Once such decision is made by division -1's, panel of judges, to grant benefit, the outstanding amount can be deducted for the owing amount in question. Therefore the Plaintiff asserts, a repeal under RCW 34.05.330 for this action (warrant)of the ESD unlawfully, for an alternative, holding on RCW 34.05.320, and holds that this "cause be halted as alternate option has been provided " to agency for its international act from imposing ,under RCW 43.17 or Rcw 34.05.320 ; rcw 34.05.330


Respectfully, Pro se. s/Shaw Rahman ,date 10-31-2014

CONFIRMATION RECEIPT

Case Number: 14-2-28833-6 SEA
Case Title: WA STATE OF EMPLOY SEC VS RAHMAN
Submitted By: shaw rahman
Bar Number: na
User ID: mailtoshawrah
Submitted Date/Time: 10/31/2014 7:45:57 PM
Received Date/Time: 11/3/2014 9:00:00 AM
Total Cost: \$0.00

DOCUMENTS

Document Type: RESPONSE OF SHAW RAHMAN RE PRAECIPE TO REPSONE TO
WARRETN
File Name: In response to this warrant-pra.pdf
Cost: \$0.00

Printed On: 10/31/2014 7:46:06 PM

CONFIRMATION RECEIPT

Case Number: 14-2-28833-6 SEA
Case Title: WA STATE OF EMPLOY SEC VS RAHMAN
Submitted By: shaw rahman
Bar Number: na
User ID: mailtoshawrah
Submitted Date/Time: 10/31/2014 6:22:12 PM
Received Date/Time: 11/3/2014 9:00:00 AM
Total Cost: \$0.00

DOCUMENTS

Document Type: RESPONSE OF SHAW RAHMAN RE REPLY TO WARRENT
DECISION
File Name: In response to this warrant.pdf
Cost: \$0.00

Printed On: 10/31/2014 6:22:43 PM

1. From / Expéditeur Please print and print firmly / Écrivez en caractères d'imprimerie, fermement V.P.
 Date: 04/07/14
 Sender's Name / Nom de l'expéditeur: Show Robinson
 Phone / Téléphone: 77853947
 Address / Adresse: 915-360 Robson St
 City / Ville: Vancouver
 Province: BC
 Postal Code / Code postal: V6A43

2. Your Internal Reference / Votre référence interne
 Recipient's Name / Nom du destinataire: Judge Spearman
 Phone / Téléphone: 206-771647
 Address / Adresse: 576 3RD Avenue, Room # 203
 City / Ville: Seattle
 State / Province/État: WA
 Country / Pays: USA
 ZIP/Postal Code / Code postal: 98101-2381

3. To / Destinataire
 Recipient's Name / Nom du destinataire: Judge Spearman
 Address / Adresse: 576 3RD Avenue, Room # 203
 City / Ville: Seattle
 State / Province/État: WA
 Country / Pays: USA
 ZIP/Postal Code / Code postal: 98101-2381

4. Shipment Information / Informations sur l'envoi
 Total Packages / Nombre total de colis: 1
 Total Weight / Poids total: 0.1 lbs / 0.05 kg
 Description of Contents / Description de la marchandise: Documents / B.S.
 Value for Customs / Valeur déclarée à la douane: 1.00 CAD

5. Express Package Service / Service colis express
 FedEx International Priority
 FedEx International First
 FedEx International Economy

6. Packaging / Emballage
 FedEx Envelope / Enveloppe FedEx
 FedEx Pak / Pak FedEx
 FedEx Box / Boîte FedEx
 FedEx Tube / Tube FedEx

7. Special Handling / Manutention spéciale
 HOLD at FedEx Location / RETENIR à la succursale FedEx
 SATURDAY Delivery / Livrer le SAMEDI

8. Payment / Paiement
 Bill transportation charges to / Facturer le transport à:
 Sender / Expéditeur
 Recipient / Destinataire
 Third Party / Tierce partie
 Cash/Cheque / Argent liquide / Cheque

Bill Customs charges to / Facturer les droits de douane à:
 Sender / Expéditeur
 Recipient / Destinataire
 Third Party / Tierce partie

9. Required Signature / Signature requise
 Sender's Signature / Signature de l'expéditeur: [Signature]
 This is not authorization to deliver this shipment without a recipient signature.
 For Completion Instructions, see back of fourth page.

FedEx Tracking Number / Numéro de suivi de FedEx: 8049 2139 6884
 Ship and track packages at fedex.ca / Faites vos envois et leur suivi à fedex.ca

For packages over 15 (50 kg), dangerous goods, Broker Select, please contact your local FedEx office. For all services and available to all FedEx customers, please refer to the FedEx International Air Waybill. For more information, visit fedex.com. For packages over 15 (50 kg), dangereux goods, Broker Select, please contact your local FedEx office. For all services and available to all FedEx customers, please refer to the FedEx International Air Waybill. For more information, visit fedex.com.



PART 1
PRINT 1

Form ID No. / N° du formulaire: 0

Freight / Frais: _____ Other / Autre: _____ Total: _____

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

KATHLEEN MANNING
BAILIFF & LAW CLERK TO:
JUDGE MARIANE C. SPEARMAN

KING COUNTY COURTHOUSE
516 THIRD AVENUE, ROOM C-203
SEATTLE, WASHINGTON 98104-2381
206-477-1647
SPEARMAN.COURT@KINGCOUNTY.GOV

August 6, 2014

Mr. Shaw Rahman
4739 University Ave. NE #1422
Seattle, WA 98105

RE: *Rahman v. Employment Security Department*, Cause No. 14-2-03626-4 SEA

Dear Mr. Rahman:

On August 1, 2014, you sent the Court an email with documents entitled "Motion to Amend Order" and "Exhibit." The Court responded on the same day stating that "the Court does not accept working copies via email." A copy of these emails is enclosed.

The Court has not received any hard copies of this motion. If you want the Court to consider your motion, then you need to have working copies sent to the mailroom, room C-203 of the King County Courthouse.

Thank you,



Kathleen Manning
Law Clerk & Bailiff to the Honorable Mariane Spearman

Fed Ex

804921396884

Encl: 08/01/2014 Email

Cc: Court File
Marya Colignon, Opposing Counsel

Court, Spearman

From: Court, Spearman
Sent: Friday, August 01, 2014 10:14 AM
To: shaw rahman
Cc: Colignon, Marya (ATG)
Subject: RE: Rahman v. Employment Security Department, Cause No. 14-2-03626-4 SEA

Good morning,

The Court does not file pleadings for parties.

Also, the Court does not accept working copies via email.

Thank you,

Kathleen Manning

Law Clerk/Bailiff to Judge Mariane C. Spearman, Chief Civil Judge
King County Superior Court
516 Third Avenue – Courtroom E-863
Seattle, WA 98104
NOTE NEW Phone Number: 206.477.1647
E-mail: spearman.court@kingcounty.gov

Please be advised that the Clerk's Office does not provide working copies to the court, unless the parties sign up for that additional service. It is the responsibility of the parties to make sure that the court receives working copies, prior to a hearing, in accordance with the rules.

IMPORTANT: In order to avoid inappropriate ex parte contact, you are hereby directed to forward this communication to all other counsel not already copied on this email.

From: shaw rahman [mailto:contactforshawrahman@gmail.com]
Sent: Friday, August 01, 2014 10:11 AM
To: Court, Spearman
Subject: Re: Rahman v. Employment Security Department, Cause No. 14-2-03626-4 SEA

Hello To court MOTION OT AMEND THE ORDER and Grant Benefit

please forward this and file to the court as I cannot efile the case under this case number , Please verify that via efile the case is AMENDABLE. PLEASE fiel this and forward to Hon Judge and State of WA WA state is asked to verify info with the clerks office

respectfully,
s/shaw rahman

On Thu, Jul 31, 2014 at 4:18 PM, Court, Spearman <Spearman.Court@kingcounty.gov> wrote:

Motion to Amend order and */Reconsideration*
Grant benefit to Petitioner, for On time filing Appeal.
Shaw Rahman v. WA state Employment Security Dept.
No. 14-2-03626-4 SEA

Plaintiff hold on to the following facts:

Please refer to page 2 of appeal:

Per page 2 paragraph (5), the initial appeal was "received" and "filed" at the superior court's clerk's office on 7th Jan 2014 as of records obtained from information at the clerk's office,

The appeal was send back after receiving it and filed at the superior court's clerk's office on th 8th Jan 2014. There fore the appeal was "filed" on the 7th 2014, initially, "on time. " although "not accepted the "same day. It was sent on 12/31/2013 per stamped exhibit , from Vancouver BC. **EMS tracking 102834 date 2013-12-31 FOR FIRST TIME FILING, at king county superior court.**

The Appeal was filed on time and it was THEREFORE timely.

It was" rejected for procedure " [but was filed earlier/the day before]and sent back as described on th 8th Jan , 2014 from clerk's office, to Redmond WA, address INCORRECTLY BY THE COURT, although the return envelope was paid for and had a return address of 915-360 robson st Vancouver, bc.to send back the stamped copy to petitioner. Fedex tracking # 804204091139 (obtained from clerks office)

Plaintiff holds on to his statement of page 2 of the appeal that the initial appeal was field on time. Defense [State] is asked to verify the info with superior court ' clerk's office , the appel was "received on 7th Jan 2014 " initially within 30 day time for filing an appeal for judicial review. And corrected and sent by 1/29/2014.This information was gathered form the clerk read out information recorded in written by the clerk's office Thus it was "filed " on time.

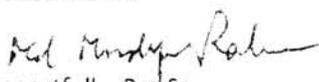
The second Appeal was resent on 1/29/2014.via fedex track# 3046 1754 7361 on 1/29/2014
Plaintiff holds on to WAC 192-100-050 that the order contain inaccurate information,
Attorney general'' office is asked to verify the information, with the clerk's office of the superior court, king County, Seattle, WA, with reasons stated FOR CORRECTION.

Besides in regards to service of the appeal to Party:

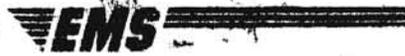
(1)Besides, referring to exhibits of" motion of prejudice which was sent later on in addition to appeal , dated 1/17/2014, - states received jan 27,2014, to stamped page 296 of 316,298, 299, 300," the time stamp is DEFINITELY before 30 jan 2014,

(2)Per exhibit 227 , dated Dec 13, 2013 and 30 days from that is , Jan 30, 2014 for judicial review
Under RCW 49.60.270 Plaintiff has right to fair justice provided with facts.

Note: Although very vanishing plz see it stated king county and 516 3rd ave in address of EMS record EM 043166245 CA



Respectfully, Pro Se.
s/Shaw Rahman



1



Sender Expéditeur telephone No N° de téléphone

Name Nom

Address Adresse

City Ville

Postal Code Code postal

Addressee Destinataire telephone No N° de téléphone

Name Nom

Address Adresse

City Ville

ZIP Code

C.C. No. 102254	N° du c.c. J	Date YA MM DJ 3 23 11
Insured Value	Value assurée	Volumetric Weight
Gross Weight	Postage Rate	Tarif d'affranchissement

CANADA

UNITED STATES UNIS

In case of non-delivery, return at **SENDER'S EXPENSE** OR **ABANDON** En cas de non-livraison, renvoyer **AUX FRAIS DE L'EXPÉDITEUR** OU **ABANDON**

Itemized List of Contents and Country of Origin/Manufacture	Désignation détaillée du contenu et pays de fabrication	Total declared value
<input type="checkbox"/> Gift <input type="checkbox"/> Document <input type="checkbox"/> Other (please specify)		Total declared value Valeur déclarée totale
<input type="checkbox"/> Other Documentation (please specify) Signature of Sender Signature de l'expéditeur Date		

Customer Receipt **Reçu du client**

Item Number N° de l'article **EM 043 166 245 CA**

For Delivery Confirmation **Outlet Date Stamp** **Timbre à date du point de vente**

2013 - 12 - 11

Vancouver BC

1
2
3
4
5
6
7 STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

8 SHAW RAHMAN,

9 Petitioner.

10 v.

11 WASHINGTON STATE
12 DEPARTMENT OF
EMPLOYMENT SECURITY.

13 Respondent.

NO. 14-2-03626-4 SEA
ORDER OF DISMISSAL
(Clerk's Action Required)

14 This matter came on before the above-entitled court on July 29, 2014, the
15 ~~petitioner, appearing~~ without oral argument not appearing pro se, and the Respondent being represented by MARYA
16 COLIGNON, Assistant Attorney General, the court being familiar with the record and pleadings
17 on file herein.

18 Dec 17, 2013 was the decision of the Commissioner
19 Mr Rahman was notified he had 30 days to file
an appeal (by Jan 13, 2014).
20 Mr Rahman filed his appeal to Sup. Ct on
21 Jan 30, 2014, beyond the 30 day time period
22 Mr Rahman's appeal is untimely.
23
24
25
26

1 IT IS HEREBY ORDERED that this action be dismissed for petitioner's failure to
2 comply with the requirements of RCW 34.05.542(2), without costs to either party.

3 Dated this 30 day of July, 2014.

4
5 

JUDGE

Mariane C. Spearman

6 Presented by:

7 ROBERT W. FERGUSON
8 Attorney General

9
10 _____
11 MARYA COLIGNON
12 WSBA NO. 42225
13 Assistant Attorney General

14 Copy Received:

15 _____
16 SHAW RAHMAN
17 Petitioner Pro Se

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

14-2-C-3626-43EA

vs. SHAW RAHMAN
WA State Employment Security Dept

NO.
NOTICE FOR HEARING
SEATTLE COURTHOUSE ONLY
(Clerk's Action Required) (NTHG)

TO: THE CLERK OF THE COURT and to all other parties per list on Page 2:
PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the calendar checked below.

Calendar Date: Aug 8th 2014 Day of Week: FRIDAY

Nature of Motion: CIVIL

CASES ASSIGNED TO INDIVIDUAL JUDGES – SEATTLE	
If oral argument on the motion is allowed (LCR 7(b)(2)), contact staff of assigned judge to schedule date and time before filing this notice. Working Papers: The judge's name, date and time of hearing must be noted in the upper right corner of the Judge's copy. Deliver Judge's copies to Judges' Mailroom at C203	
<input checked="" type="checkbox"/> Without oral argument (Mon - Fri)	<input type="checkbox"/> With oral argument Hearing
Date/Time: _____	
Judge's Name: <u>Judge Hon. M.S. [unclear]</u> Trial Date: _____	
CHIEF CRIMINAL DEPARTMENT – SEATTLE (E1201)	
<input type="checkbox"/> Bond Forfeiture 3:15 pm, 2 nd Thursday of each month	
<input type="checkbox"/> Certificates of Rehabilitation- Weapon Possession (Convictions from Limited Jurisdiction Courts) 3:30 First Tues of each month	
CHIEF CIVIL DEPARTMENT – SEATTLE (Please report to E863 for assignment)	
Deliver working copies to Judges' Mailroom, Room C203. In upper right corner of papers write "Chief Civil Department" or judge's name and date of hearing	
<input type="checkbox"/> Extraordinary Writs (Show Cause Hearing) (LCR 98.40) 1:30 p.m. Thurs/Fri -report to Room E863	
<input type="checkbox"/> Supplemental Proceedings/ Judicial Subpoenas (1:30 pm Thurs/Fri)(LCR 69)	
<input type="checkbox"/> Motions to Consolidate with multiple judges assigned (LCR 40(a)(4) (without oral argument) M-F	
<input type="checkbox"/> Structured Settlements (1:30 pm Thurs/Fri)(LCR 40(2)(S))	
Non-Assigned Cases:	
<input type="checkbox"/> Non-Dispositive Motions M-F (without oral argument).	
<input type="checkbox"/> Dispositive Motions and Revisions (1:30 pm Tues/Wed).	
<input type="checkbox"/> Certificates of Rehabilitation (Employment) 1:30 pm Tues/Wed (LR 40(a)(2)(B))	

You may list an address that is not your residential address where you agree to accept legal documents.

Sign: [Signature] Print/Type Name: SHAW RAHMAN
WSBA # _____ (if attorney) Attorney for: Pro Se Plaintiff
Address: 4739 University Ave NE #1422 City, State, Zip Seattle, WA 98105
Telephone: 425-533-1230 Date: 8/11/2014

DO NOT USE THIS FORM FOR FAMILY LAW OR EX PARTE MOTIONS.

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty. For: _____
 Telephone #: _____

Name MARVA CUBAN
 Service Address: 800 Fifth Ave Ste # 200
 City, State, Zip Seattle, WA 98104
 WSBA# _____ Atty. For: no Atty. For
 Telephone #: 206-460-6595

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty. For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty. For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty. For: _____
 Telephone #: _____

Name _____
 Service Address: _____
 City, State, Zip _____
 WSBA# _____ Atty. For: _____
 Telephone #: _____

IMPORTANT NOTICE REGARDING CASES

Party requesting hearing must file motion & affidavits separately along with this notice. List the names, addresses and telephone numbers of all parties requiring notice (including GAL) on this page. Serve a copy of this notice, with motion documents, on all parties.

The original must be filed at the Clerk's Office not less than six court days prior to requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance).

THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES AND ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY.

The SEATTLE COURTHOUSE is in Seattle, Washington at 515 Third Avenue. The Clerk's Office is on the sixth floor, room E609. The Judges' Mailroom is Room C203.

SUPERIOR COURT OF WASHINGTON, County of KING

Shaw Rahman

Plaintiff,

vs. [unclear]

Defendant,

No.

14-2-03626-4 SEA

ORDER _____

[Signature]

THIS MATTER having come on regularly before the above-entitled court upon the plaintiff's/ defendant's motion, the plaintiff appearing through its attorney of record, the defendant appearing through its attorney of record, the court having considered the files and records herein and the arguments of the parties and being fully advised in the premise.

IT IS HEREBY ORDERED as follows: _____

DATED: _____

JUDGE

PRESENTED BY:

Attorney for Plaintiff/ Defendant

Printed Name of Attorney

Order _____

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

Shaw Rahman

Plaintiff/Petitioner,

vs.

at State Employment

Security Dept

Defendant/Respondent.

NO

1-2-03620--SEA

SEA
 KNT

AFFIAVIT

is attached.

I Shaw Rahman Pro Se Plaintiff, state the followings and attached documents and statements to be true.

I do not see any other attached documents or statements to be true.

Respectfully,

S/ Shaw Rahman

Pro Se, Plaintiff.



Track a Package Printout

SHAW RAHMAN

WA STATE EMPLOYMENT SECURITY DEPT

Appeal Delivered to Superior Court by
6th, Jan 2014

CASE # 14-2-03626-4
SEA

Detailed Item Information

Product Number: EM043166245CA

Product Type:

Delivery Events (8 item(s))

Event Date: 1/6/2014
 Event Time: 3:39 PM
 Location:
 Description: Item successfully delivered
 Retail Location:
 Signatory Name:

TO

Event Date: 1/6/2014
 Event Time: 7:58 AM
 Location:
 Description: Item has been received at the delivery office in the destination country
 Retail Location:
 Signatory Name:

Event Date: 1/4/2014
 Event Time: 11:00 AM
 Location:
 Description: International item released from Customs to Foreign Postal Administration
 Retail Location:
 Signatory Name:

Event Date: 1/3/2014
 Event Time: 10:10 PM
 Location:
 Description: Item has been sent to customs in the destination country
 Retail Location:
 Signatory Name:

Event Date: 1/3/2014
 Event Time: 10:10 PM
 Location:
 Description: International item has arrived in a foreign country
 Retail Location:
 Signatory Name:

From

Event Date: 1/2/2014
 Event Time: 7:03 PM
 Location: RICHMOND, BC
 Description: International item has left Canada
 Retail Location:
 Signatory Name:

Event Date: 1/2/2014
 Event Time: 5:36 PM
 Location: RICHMOND, BC
 Description: Item processed
 Retail Location:
 Signatory Name:

W/ CRABR

IN THE SUPERIOR COURT OF WASHINGTON, COUNTY OF KING
INDEX TO CLERK'S PAPERS

Title: RAHMAN VS WASHINGTON STATE OF EMPLOYMENT SECURITY

Case No.: 14-2-03626-4 SEA

Index Date: 10-09-2014

Appeal No.: 72396-1-I

Desg. Party: SHAW RAHMAN

Pages: 1 - 268

NOT BILLED per: 50-52,110

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4	LETTER	110 - 110
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IN THE SUPERIOR COURT OF WASHINGTON, COUNTY OF KING
INDEX TO CLERK'S PAPERS "

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Appeal No.: 72396-1-I

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7	CERTIFIED APPEAL BOARD RECORD SENT AS ORIGINAL	

Shawn Rehman
360 Robinson St #2916
Vancouver BC V6B 2B2
Canada

SEATTLE WA 98101
12 NOV 2013 PM 3 L



TO
Commissioner's Review Office
Employment Security Department
PO Box 9555
Olympia, WA 98507-9555

RECEIVED
NOV 14 2013
Employment Security Dept
Mail Center

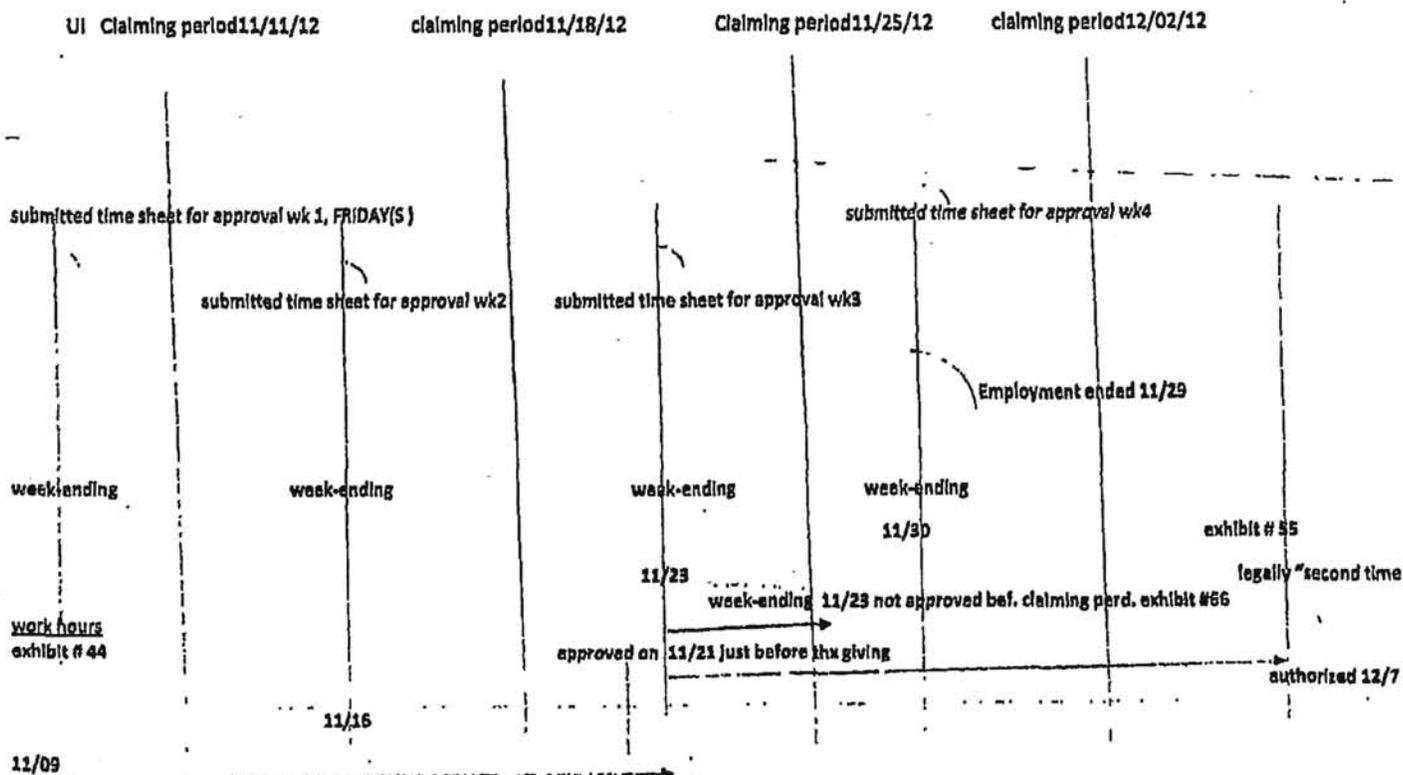
RECEIVED
NOV 14 2013
Employment Security Dept.
Review Office

98507955555

AA

Unemployed claimed per following in each claiming period.-chart 2

Appendix 1 Exhibits



"First time Authorized legally work hours" by employer exceeds claiming period

Time sheet submitted every week ending, Friday, but was NOT approved to declare to WA as work-hours within the claiming period in uncertainty, legally,

BB

Claiming period Vs. Week ending per graph for explanation

Week 1 and 2 approved on Nov 21st, 2012 just before thanks giving break by Ravishanka Krishna Murthy per managers Stephen Bailys direction.

weekending	Timesheet submitted	Approval Date	Within Claiming period Y/N
11/9	11/09(exhibit 1000)	11/21(same day by Krishnamurthy)	N
11/16	11/14(exhibit 2000)	11/21(same day by Krishnamurthy)	N
11/23	11/23(exhibit 3000)	Not approved before 11/25	N
11/30	11/30 Manager was on vacation till 1st week dec, 2012	12/7-resend and submitted	N
Approved hours contention-2 hrs less	Exhibit 4000		

1000

Windows Explorer (C:\Program Files\Internet Explorer\Internet Explorer.exe) - Windows Explorer [Explor...]

Google | https://www.google.com/ | Search | More

File Edit View Favorites Tools Help

Google

Account Information & Returns End new Version Settings

Google

Search bar with 'rabsh' entered

Gmail

Accounting Training - CD College

Accounting Training - CD College

- Inbox (7,233)
- Starred
- Important
- Sent Mail
- Drafts (11)
- Clubs
- Filters
- Family
- Accountants
- Following
- 1/11/2011 (18)
- 3-25-2011 (1,141)
- Accountants (1)
- Account (1,428)
- Case brief (4)
- Deloitte
- Send
- Good Agency
- good fortune
- GOOD RECRUITERS
- Interview
- Jack Bessell
- law & ethics
- Udacity
- McKenney (1)
- Move to Other Accounts
- Oracle Contact (1)
- Paycom
- referred (1)
- referred
- referred job
- referred-enrollment (1)
- Resume
- Use keyboard control
- social media
- step (1,127)
- status report

Re: Timesheet Period 6 (timesheet for week ending 11/11/2012)

Show Rahman's contact information | Print

Hi Robin

On Wed, Nov 14, 2012 at 4:52 PM, Robin Perrell <rober@cd-college.com>

Wrote: To: Rabsh Perrell <rabsh@cd-college.com>

From: Rabsh Perrell <rabsh@cd-college.com>

Sent: Fri, Nov 9, 2012 at 4:52 PM

Subject: Re: Timesheet Period 6 (timesheet for week ending 11/11/2012)

Hi Rabsh,

Thank you for your email regarding the timesheet for the week ending 11/11/2012.

I have reviewed the timesheet and it appears to be correct.

Please let me know if you have any questions.

Best regards,

Robin Perrell

CD College

1221 Adams Road

Richmond, Texas 77351-4288

Phone: (714) 898-8822 x 8142

Fax: (714) 898-8824 Fax

Cell: (714) 775-7366 x 646

Direct: (714) 898-8822

Mobile: (714) 898-8822

YOU ARE CALIFORNIA | FLORIDA | DELAWARE | MARYLAND | MICHIGAN | ATLANTA

Continuity Inc. The information in this email is confidential and may be legally privileged. Access to this email is restricted to the intended addressee(s) only. If you are not the intended recipient of this message, any action, disclosure, copying, distribution, retention, or any other use is prohibited. If you are not the intended recipient, please notify us immediately by email. A copy of this message to the sender will follow this message, any attachments, and any copies stored from your system. If you wish to be removed from this register, please reply to IT@CDCollege.com with 'REMOVE' in the subject line.

PT-11, Dale's Time Sheet (Period 6)-11.11.12

Robin Perrell

Add to circle

Use links

NetSuite @ Official Site

You Rated 5.0/5 ERP Software

Best Used by 1000+ Orgs. Free Demo

Wrought Demise of 100

First Professional Employment & Employment Law Specialist

Reverse Mortgage Rates

Are You Over 55 and Own Your Home? Take Advantage of our Rates!

Social Media Training

100% Driving Course on Social Media Fundamentals, Content Strategy

Premium Hi-Speed Internet

No Activation Fee - Up To 7 Mbs Speed & Unlimited Usage. Why?

Mortgage Rates Can't Be

Best Mortgage Rates Can't Be

Free Time Tracking

Accounting For 20 Years

John 7000+ Companies Worldwide

Resistant Condo Rises

View Condos from 1900-2000

Neutral 20-year Parade Car

2000

time sheet weekendin 11/18/2012 - emailshawrahman@gmail.com - Gmail - Windows Internet Explorer

https://mail.google.com/mail/?ui=2&search=rabin/12602

File Edit View Favorites Tools Help

Google Search Stars More

Home Page Safety Tools

Contact information & Resume End now Vacation Settings

Google

rabin



Gmail

Compose

- Inbox (24,898)
- Starred
- Important
- Sent Mail
- Drafts (63)
- Circles
- Friends
- Family
- Acquaintances
- Following
- 3/31/2011 (958)
- 3-28-2012 (1,181)
- areovillon (1)
- BeneDi (1,422)
- CASE brief (4)
- debits
- Hend
- Good Agency
- good contact
- GOOD RECRUITERS
- Interview
- Junk E-mail
- law suit mastech
- Mgstech
- MKenzy (2)
- Move to Good Contacts
- Oracle Contact (16)
- Personal
- redhat (1)
- reference
- reference job
- rentals-margaret (2)
- Resume
- sap interview contact
- saudi arabia
- sap (25-363)
- status report

time sheet weekendin 11/18/2012

Inbox

Shaw Rahman <emailshawrahman@gmail.com>
to Rabin

from Shaw Rahman <emailshawrahman@gmail.com>
to Rabin Parejuli <rabin@4cl-usa.com>
date Fri, Nov 16, 2012 at 4:08 PM
subject: time sheet weekendin 11/18/2012
marked by gmail.com

Rabin Parejuli
to Rabin, me

Shaw,

Please have your manager/ supervisor approval for your hours. I had mentioned in my earlier email that if you have trouble getting signature on your timesheet, then you can get E-approval and send me the Also please include your all expense in the timesheet (in expenses rows) and get approval at the same time.

Thanks
Kend Riggs
Rabin Parejuli
4CONSULTING, INC.
IT Consulting | 1224 14 | BPO

Walrus Abrams Plaza
1224 Abrams Road
Suite 200
Richardson, Texas 75081-0389

(214) 836-8833 x 8100
(214) 836-8836 Fax
(214) 878-7333 E-Ext
rabin@4cl-usa.com
www.4cl-usa.com

You are invisible
on mobile

TEXAS | CALIFORNIA | FLORIDA | DELAWARE | MARYLAND | MICHIGAN | ATLANTA

4

Exhibit #44

4CONSULTING, INC.
Walnut Abrams Plaza, 1221 Abrams Road, Suite 216, Richardson, Texas 75081-3581 P (214) 698-8433 F (214) 698-2830 www.A4-usa.com

FY Period:	2011/8				10/31/12-11/17/12				# of days	20	#Std Hrs In Day:				8	# Std hrs in period:				160
	Oct	Oct	Oct	Oct	Oct	Oct	Oct	Oct			Oct	Oct	Oct	Oct		Oct	Nov	Nov	Nov	
HOURS	21	22	23	24	25	26	27	28	29	30	31	1	2	3						
Regular (hrs)																				
Overtime (hrs)																				
Non-bill (hrs)																				
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov	Nov				
HOURS	4	5	6	7	8	9	10	11	12	13	14	15	16	17						
Regular (hrs)				9.5	8.5	8.5			8.5	10.5	8.5	8.5	8.5	8						
Overtime (hrs)																				
Non-bill (hrs)																				
TOTAL	0	0	0	0	0	0	0	0	8.5	10.5	8.5	8.5	8.5	8	0	0				
EXPENSES	21	22	23	24	25	26	27	28	29	30	31	1	2	3						
Air																				
Ground																				
Lodging																				
Meals																				
Phone																				
Misc																				
Per Diem																				
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				
EXPENSES	4	5	6	7	8	9	10	11	12	13	14	15	16	17						
Air								\$150.00						\$144.00						
Ground								\$50.00	\$1.50	\$5.00	\$5.00			\$77.50						
Lodging														\$508.00						
Meals									\$9.30	\$22.68										
Phone														\$78.73						
Misc/mileage 140								\$77.00												
Per Diem																				
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$507.50	\$2.80	\$14.30	\$26.83	\$1,006.23	\$0.00	\$0.00		\$1,597.23				

PAGE 12

9

APPROVALS

Subcontractor
Signature: shaw rhaman
Printed Name: shaw rhaman
Contact No: 4255881230
Date: 11/9/2012

DC Manager/Supervisor
Signature: _____
Printed Name: _____
Contact No: _____
Date: _____

NO pay was receive till 11/30/12

Kjo

6

STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT

IN THE MATTER OF THE ASSESSMENT OF _____
AN OVERPAYMENT AND/OR PENALTY AND INTEREST AGAINST _____ CAUSE NO. _____

RAHMAN, SHAW WARRANT CAUSE NO.
APT 1422
4739 UNIVERSITY WAY NE
SEATTLE WA 98105-4412

AND THE MARITAL COMMUNITY, IF ANY, OF RAHMAN, SHAW AN INDIVIDUAL,
ID 951563865 9, FOR OVERPAID UNEMPLOYMENT INSURANCE BENEFITS.

SUMMARY OF LIABILITY

DETERMINATION DATE(S):
04/15/2014-023

OVERPAID	PENALTY	INTEREST	OFFSET	PAYMENT	BALANCE
\$604.00	\$0.00	\$30.20	\$0.00	\$0.00	\$634.20

THE STATE OF WASHINGTON THROUGH THE EMPLOYMENT SECURITY DEPARTMENT TO THE
CLERK OF KING COUNTY, STATE OF WASHINGTON:

THE INDIVIDUAL IS INDEBTED TO THE STATE OF WASHINGTON FOR AN OVERPAYMENT OF
UNEMPLOYMENT BENEFITS WITH PENALTY AND/OR INTEREST, FOR \$634.20 AS SET FORTH
IN THE DETERMINATION SHOWN ABOVE. THE DETERMINATION HAS BECOME FINAL AND THE
INDIVIDUAL HAS BEEN GIVEN DUE NOTICE OF THE DEPARTMENT'S INTENTION TO FILE
THIS WARRANT PURSUANT TO RCW 50.20.190.

THE CLERK SHOULD DESIGNATE A SUPERIOR COURT CAUSE NUMBER FOR THIS WARRANT AND
CAUSE TO BE ENTERED IN THE JUDGMENT DOCKET UNDER THE CAUSE NUMBER ASSIGNED,
THE INDIVIDUAL'S NAME, THE DATE OF FILING OF THE WARRANT AND THE WARRANT
AMOUNT (WHICH INCLUDES A STATUTORY FILING FEE OF TWENTY DOLLARS AND A TWENTY
DOLLAR SURCHARGE) OF: \$674.20 PLUS INTEREST AS REQUIRED BY RCW 50.20.190.

THE AGGREGATE AMOUNT OF THIS WARRANT AS DOCKETED IS A LIEN UPON THE TITLE TO
AND INTEREST IN ALL REAL AND PERSONAL PROPERTY OF THE INDIVIDUAL, THE SAME AS
A JUDGMENT IN A CIVIL CASE DULY DOCKETED IN THE OFFICE OF SUCH CLERK, AND IS
SUFFICIENT TO SUPPORT THE ISSUANCE OF WRITS OF GARNISHMENT IN FAVOR OF THE
STATE, THE SAME AS A JUDGMENT, WHOLLY OR PARTIALLY UNSATISFIED.

DONE UNDER MY HAND ON THIS 14, DAY OF Oct, 2014.

FOR THE COMMISSIONER EMPLOYMENT SECURITY DEPARTMENT
AUTHORIZED REPRESENTATIVE: _____
WARRANT BPC-003(6/09) 6 





Thank you. Your document(s) has been received by the Clerk.

Your order setting case schedule is listed below. Please click on the hyperlink and print a copy for your records and for service.

Confirmation Receipt			
Filed By: Kathleen Raikes		Submitted Date/Time: 10/21/2014 11:13:38 AM	
User ID: esdkr45		WSBA #:	
14-2-28833-6 SEA ESD vs RAHMAN, SHAW			
Received Date:		10/21/2014 11:13:38 AM	
Case Category: JUDGMENT			
Case Sub-Category:		TAX WARRANT OVERPAID BENEFITS EMPLOYMENT SECURITY	
Case Filing Fee: 0.00			
Document Type	File Name	Attachment(s)	Document Fee
WARRANT OVERPAID BENEFITS EMPLY SEC	20141021103701220_00000027.pdf		0.00
CASE INFORMATION COVER SHEET	cics.pdf		0.00

CERTIFICATE OF SERVICE

I certify that I mailed a copy of this decision to the within named interested parties at their respective addresses, postage prepaid, on January 17, 2014.

Stognele
Representative, Commissioner's Review Office
Employment Security Department

UIO: 770
BYE: 03/02/2013

**BEFORE THE COMMISSIONER OF
THE EMPLOYMENT SECURITY DEPARTMENT
OF THE STATE OF WASHINGTON**

Review No. 2013-4063-RC

In re:

SHAW RAHMAN
SSA No. [REDACTED] 9159

Docket No. 072013-01680R1

**ORDER DISMISSING PETITION
FOR RECONSIDERATION**

On January 06, 2014 SHAW RAHMAN filed a Petition for Reconsideration of a Decision of Commissioner issued on December 13, 2013, pursuant to RCW 34.05.470 and WAC 192-04-190.

The Decision of Commissioner was issued and mailed on December 13, 2013. The written request for reconsideration was postmarked January 06, 2014.

A Petition for Reconsideration must be filed within ten days of the mailing of the Decision of Commissioner, WAC 192-04-190. As it was not timely filed, this office has no jurisdiction to reconsider the matter.

Now, therefore,

IT IS HEREBY ORDERED that said Petition for Reconsideration is **DISMISSED** pursuant to RCW 34.05.470.

Dated at Olympia, Washington, January 17, 2014.*

D. Elias Freeman

Review Judge
Commissioner's Review Office

*Copies of this decision were mailed to all interested parties on this date.

JUDICIAL REVIEW

If you are a party aggrieved by the Decision of Commissioner issued on December 13, 2013, your attention is directed to RCW 34.05.510 through RCW 34.05.598, which provide that further appeal may be taken to the Superior Court within thirty (30) days from December 13, 2013. If no such appeal is filed, the Decision of Commissioner issued on December 13, 2013 will become final.

If you choose to file a judicial appeal, you must both:

Timely file your judicial appeal directly with the Superior Court of the county of your residence or Thurston County. If you are not a Washington state resident, you must file your judicial appeal with the Superior Court of Thurston County. See RCW 34.05.514. (The Department does not furnish judicial appeal forms.) AND

Serve a copy of your judicial appeal by mail or personal service within the thirty (30) day judicial appeal period on the Commissioner of the Employment Security Department, the Office of the Attorney General, and all parties of record.

The copy of your judicial appeal you serve on the Commissioner of the Employment Security Department should be served on or mailed to: Commissioner, Employment Security Department, Attention: Agency Records Center Manager, 212 Maple Park Drive, Post Office Box 9555, Olympia, WA 98507-9555. To properly serve by mail, the copy of your judicial appeal must be received by the Employment Security Department on or before the thirtieth (30th) day of the appeal period. See RCW 34.05.542(4) and WAC 192-04-210. The copy of your judicial appeal you serve on the Office of the Attorney General should be served on or mailed to the Office of the Attorney General, Licensing and Administrative Law Division, 1125 Washington Street SE, Post Office Box 40110, Olympia, WA 98504-0110.

INTERESTED PARTIES

Shaw Rahman
360 Robson Street, #915
Vancouver BC V6B2B2 Canada

4 Consulting, Inc.
1221 Abrams Road, Ste. 326
Richardson, TX 75081-5581

TC Christian
Office of Special Investigations
PO Box 9046
Olympia, WA 98507-9046

ALJ Naccarato, Spokane

DEF:es

STATE OF WASHINGTON
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE EMPLOYMENT SECURITY DEPARTMENT

In re:

SHAW RAHMAN

Claimant

DOCKET NO: 072013-01680-R1

INITIAL ORDER

ID: [REDACTED] 9159

BYE: 03/02/2013

UIO: 770

CID: 951563865

Result: Based on the issues in this case, benefits are DENIED. Read the full order below for details.

Hearing: This case was heard by Administrative Law Judge Aaron M. Naccarato on October 10, 2013 at Spokane, Washington after notice to all interested parties.

Persons Present: the claimant, Shaw Rahman and the employer, represented by Ruchi Anand. OSI did not appear.

Exhibits: The Administrative Law Judge (ALJ) admitted Exhibits 1 through 166.

The purpose of the hearing was to determine whether:

- The claimant is not an unemployed individual and is subject to denial pursuant to RCW 50.04.310 and RCW 50.20.010
- The claimant should be disqualified from benefits and responsible for an overpayment assessment pursuant to RCW 50.20.070 for knowingly making a false statement or representation involving a material fact or knowingly failing to report a material fact and has thereby obtained or attempted to obtain benefits
- The claimant is liable for the refund of regular benefits pursuant to RCW 50.20.190
- The claimant/employer had good cause for failure to appear at a previously scheduled hearing

After considering all of the evidence, the Administrative Law Judge enters the following Findings of Fact, Conclusions of Law and Initial Order.

FINDINGS OF FACT

1. On September 13, 2013, the Employment Security Department (Department) issued a written Determination Notice (Notice) which denied the claimant unemployment benefits. The claimant is the Appellant in this matter and filed an appeal on September 13, 2013.

2. The claimant was employed as a Lead Architect for the interested employer from November 7, 2012 until November 29, 2012.
3. The claimant earned \$100.00 per hour and worked variable hours per week.
4. The claimant's employment was a non-union position.
5. The claimant's employment was a short term, temporary project. The claimant was employed by the employer pursuant to the terms of an employment contract. (Exhibit Pages 20-31.)
6. During the course of the claimant's employment, he submitted his time worked for the week to his supervisor via email on a weekly basis. The claimant sent the email with the timesheets on the Friday of each week he worked.
7. The claimant worked for the interested employer from November 7, 2013 through November 9, 2013 for a total of 20.5 hours. The claimant was paid for this work on or about November 30, 2012. The claimant's total gross earnings during the week ending November 10, 2013 were \$2,050.00.
8. The claimant worked for the interested employer a total of 38.8 hours during the week ending November 17, 2012. The claimant was paid for this work performed. The claimant's total gross earnings during the week ending November 17, 2012 was \$3,880.00.
9. The claimant worked for the interested employer during the week ending November 24, 2012. The claimant reported his hours to his supervisor on Friday. The claimant was paid for the work he performed during this period on or about December 18, 2012.
10. The claimant worked for the interested employer during the week ending November December 1, 2012. The claimant reported his hours to his supervisor on Friday. The claimant was paid for the work he performed during this period on or about December 18, 2012.
11. The claimant was paid gross income in the amount of \$6,850.00 for work he performed during the period of November 17, 2012 through December 1, 2012.
12. The claimant graduated from Minnesota State University with a Bachelor's Degree in Computer Information Science and Mathematics. The claimant is highly educated and sophisticated.
13. The claimant filed for unemployment benefits during the week ending November 10, 2012. The claimant received the unemployment claims kit booklet and received the fraud warning when filing his claim. The claimant answered "No" to the question asking whether he worked during the week ending November 10, 2012. (Exhibit Page 50.)

14. The claimant filed for unemployment benefits during the week ending November 10, 2012. The claimant received the unemployment claims kit booklet and received the fraud warning when filing his claim. The claimant answered "No" to the question asking whether he worked during the week ending November 10, 2012. (Exhibit Page 50.)
15. The claimant filed for unemployment benefits during the week ending November 17, 2012. The claimant received the unemployment claims kit booklet and received the fraud warning when filing his claim. The claimant answered "No" to the question asking whether he worked during the week ending November 17, 2012. (Exhibit Page 51.)
16. The claimant filed for unemployment benefits during the week ending November 24, 2012. The claimant received the unemployment claims kit booklet and received the fraud warning when filing his claim. The claimant answered "No" to the question asking whether he worked during the week ending November 24, 2012. (Exhibit Page 52.)
17. The claimant filed for unemployment benefits during the week ending December 1, 2012. The claimant received the unemployment claims kit booklet and received the fraud warning when filing his claim. The claimant answered "No" to the question asking whether he worked during the week ending December 1, 2012. (Exhibit Page 54.)
18. The claimant was paid for the hours he worked November 7, 2012 through November 17, 2012 on November 30, 2012. The claimant did not claim the hours he worked or the money he received when he filed his claim for the week ending December 1, 2012.
19. The undersigned has evaluated the claimant's credibility regarding the issues presented and finds that his testimony is not credible. The undersigned finds the claimant's testimony is not credible based upon his education and sophistication. The claimant's argument that he spoke with a representative of ESD who advised him not to report his hours when claiming for benefits is simply not credible. ESD representatives know that a claimant is required to report hours worked when claiming unemployment benefits. This argument is especially weakened due to the claimant's assertion that he was told by the representative that he was "unemployed" during the period because the employer had not approved his submitted hours. There is no record of the claimant's conversation with a representative in the ESD comments inquiry log. (Exhibit Pages 59-61.) The most damaging fact to the claimant's argument is that he did not claim his earnings for the week ending December 1, 2012. For the claimant's argument to hold any shred of truth, he would have reported his earnings during the week ending December 1, 2012. The claimant did not report the earnings.

20. The claimant's arguments are unpersuasive and undermine his credibility to the point the undersigned gives no credibility to the claimant's testimony regarding his alleged conversations with ESD, or his intent to report his earnings and hours.
21. The claimant's answers to the questions regarding his employment during the weeks at issue were for the purpose of obtaining unemployment benefits because the claimant was not getting paid during the weeks he worked. The claimant intended that the Department would rely upon his representations to receive unemployment benefits. The claimant's statements were false, and the claimant knew they were false.
22. The claimant was scheduled for a hearing on August 22, 2013 before Administrative Law Judge Kristina Fager.
23. The claimant did not receive the Notice of Hearing for the August 22, 2013 hearing because he was no longer living in the State of Washington, essentially homeless and living in his car at the time the hearing was scheduled.
24. There was no evidence presented at the hearing to determine the claimant's availability pursuant to RCW 50.20.010(1)(c).

CONCLUSIONS OF LAW

1. The Office of Administrative Hearings has jurisdiction to hear and decide this appeal under RCW, Chapters 50.32 and 34.05.
2. The provisions of RCW 50.32.040, WAC 192-04-070 and WAC 192-04-180 apply. In cases where an interested party aggrieved by the entry of an order of default has petitioned for review of such order, the matter may be remanded for a hearing and decision on whether the aggrieved party should be allowed another opportunity to be heard on the merits. The default of such party shall be set aside only upon a showing of good cause for failure to appear or to request a postponement prior to the scheduled time for hearing.
3. The claimant has established good cause for failing to appear at the August 22, 2013 hearing. Therefore, the Default Order issued August 22, 2013 is hereby **VACATED**.
4. The provisions of RCW 50.20.010 and RCW 50.04.310 apply. An individual is unemployed in any week during which the individual performs no services and with respect to which no remuneration is payable to the individual, or in any week of less than full-time work, if the remuneration payable to the individual with respect to such week is less than one and one-third times the individuals' weekly benefit amount plus five dollars. (Emphasis added.)
5. In the present matter, the undersigned concludes the claimant was not unemployed pursuant to RCW 50.20.010 during the period at issue. The claimant performed

services during the time. The claimant submitted his timesheets on a weekly basis to the employer with the expectation that he was to be paid for his services. The claimant's argument that he was not employed during this period because the employer was required to approve of his timesheet and approve his hours submitted is without merit. The claimant was employed during the time he claimed unemployment benefits, and signed an employment contract memorializing the terms of the employment. The claimant was not unemployed during the period at issue and is not eligible to receive unemployment benefits during the weeks of November 4, 2012 through December 1, 2012.

6. The provisions of RCW 50.20.070, WAC 192-100-050, WAC 192-220-015, WAC 192-220-040, WAC 192-220-045, WAC 192-220-050 apply.
7. According to RCW 50.20.070(2)(a), an individual is disqualified from benefits for any week he or she has knowingly made a false statement or representation involving a material fact or knowingly failed to report a material fact and, as a result, has obtained or attempted to obtain any benefits under the provisions of Title 50 RCW.
8. An individual disqualified pursuant to RCW 50.20.070(2) for the first time is disqualified for an additional twenty-six weeks. For a second decision finding a violation of RCW 50.20.070(2), an individual is disqualified for an additional fifty-two weeks and subject to an additional penalty of twenty-five percent of the amount of benefits overpaid or deemed overpaid. For a third or greater decision finding a violation of RCW 50.20.070(2), the individual is disqualified for an additional one hundred four weeks and subject to an additional penalty of fifty percent of the amount of benefits overpaid or deemed overpaid. The period of disqualification begins with the Sunday of the week in which the decision finding a violation of RCW 50.20.070(2) is mailed or delivered.
9. A violation of RCW 50.20.070 must meet the following definition of fraud. Fraud means an action by an individual where all of the following elements are present:
 - (a) The individual has made a statement or provided information.
 - (b) The statement was false.
 - (c) The individual either knew the statement was false or did not know whether it was true or false when making it.
 - (d) The statement concerned a fact that was material to the individual's rights and benefits under Title 50 RCW.
 - (e) The individual made the statement with the intent that the department would rely on it when taking action.

To Hon Judge,
Petition for Review For
Unemployment Claims,
Claims # 951563865

Hon Judge,

Simply recruited by an employer via signing contract, does not make a person Employed by an employer:

Unless a person meets the definition of an employed person, that is:

1. Within a claiming period a person, has to have authorized and legally approved hours that he /she can state to STATE that he has work hours as, legally reportable work hours and thereby worked for a recruited Employer, as a contract employee or employee or independent contractor, hence the person is an "employed person".

That is the fundamental of the principle: did you work for an employer? - work meaning he /she provided some service for which he has legally approved hours that are billable within a claiming period.

Appellant "did not have any billable hour within each claiming period, approved by the recruited employer, to report to the WA state" as recruited Employer's & client maneuvered, to approve appellant's work hours as billable work hours, throughout the contractual relationship, FOR each claiming period.

As a result Appellant answered NO to the question: did you work for any employer? Per (a) for page 1 of 9 attached.

(b) employer fraudulently provided to WA state that the appellant received pay for each weeks hours trying convince to WA state that the appellant was paid for approved hours for those weeks in question, Appellant proves actual pay stubs in contrast.

But that is contrary to the Truth. Employer acted in FRAUD and BAD FAITH to the STATE of WA.

To answer: line 2 of (b) "we don't care WHEN you are paid we only ask you to "report" the hours you worked and the amount you earned during that week"

Appellant show to the court (1) above that he had NO reportable hours or pay within the claiming period legally approved by the employer.

Employer fraudulently listed earnings and provided to the state, that within each claiming period for, hours that the employer shows in the Employer provided pay stub to WA state, the appellant was paid - which is a LIE and misconduct.

In fact, the appellant was only paid on 11/30 /2012 partially for the first time. (refer to actual pay stubs for hours)and his hours were NEVER approved as legitimate work hours to report to the STATE within each claiming period.

Making him of unemployed status during the claiming period.

Appellant reported his legally approved hours and pay which he received much later to WA State prior to his Unemployment benefit processing, by legally disclosing by email to WA state's UI benefit processing representative. (Exhibit provided earlier).

Appellant appropriately disclosed his earning wages when they were received much later on from employer 4ci, which was outside the boundary for claiming period, for much later approved hours.

Previously Provide to Judge Naccaradi



Shaw Rahman <emailshawrahman@gmail.com>

Your Unemployment Appeal Letter

16 messages

Christian, Teresa (ESD) <TEChristian@esd.wa.gov>

Wed, Jul 17, 2013 at 9:42 AM

To: "EMAILSHAWRAHMAN@GMAIL.COM" <EMAILSHAWRAHMAN@gmail.com>

Dear Mr. Rahman:

I received your letter requesting an appeal of your unemployment fraud overpayment of \$2,332.00.

After review of what you provided and what your employer provided to us, I want to bring to your attention the following:

(a)

When you filed your claims for benefits each week during the issue period (11/10/12 - 12/1/12), you answered "No" to the question, "Did you work for any employer?" If you had answered "yes" to that question, it would bring you to the next questions which are, "how much did you earn?" and "Enter your gross earnings for the week." The fact that you answered No to the question constitutes fraud in itself because you did work. There is no question that asks you when or if you were paid, because you must report earnings during the week they are earned, NOT when you are paid.

The Unemployment Claims Kit that you were sent, as well as the questions you had to read and answer when you filed via the Internet clearly lay out your responsibilities. You answered that you understood the Fraud Warning which is given at the beginning of each claim you filed.

(b)

Your employer provided pay stubs for the weeks you worked, showing that you were paid for each week. Again, we do not care WHEN you are paid, we only ask you to report the hours you worked and the amount you earned during that week. Those earnings are listed on the Schedule of Claims report you refer to in your letter. *Not opposed*

I just wanted to make it clear to you that if you continue with your appeal, you will have to prove that the employer did not pay you for the weeks at issue *within a claim period (NID)*

Please let me know if you have any questions or need further clarification. I will be happy to explain this further if you need. Also, if you simply wish to continue with your appeal as it is, let me know. Please note that filing an appeal doesn't necessarily stop any collection activity.

Sincerely,

Employer (4ci and its client) are liable for maneuvering the work hours within "each claim period", for Appellant to State to WA state, as "worked hours for that employer"

For which he is payable at any time sooner or later.

Employer used a deceiving maneuver, as a result appellant sustained economic hardship and was unable to state to WA state that he was "employed" by the employer, WITHIN EACH claiming period.

Respectfully put forth,

Pro Se. *M. Muly-Rah*

s/Shaw Rahman

9/18/2013

Petition for Review

Docket # 072 013-01 80 -R1

CI0 # 951 52 3865

ID # [REDACTED] 9159

33

To
Commissioner's Review Office
Employment Security Department
PO Box 9555
Olympia, WA 98507-9555

Hon Judge, Review Panel,

The applicant petitions for a Review of this order because the previous presiding Judge issued order contrary to the CONCEPT OF (1) "Claiming Period", (2) The Definition of "Employment" and (3) Ability to be considered a payable person for "approved hours" within "each claiming period."

The Hon Judge was not able to comprehend on the basis of ORDER OF PRECEDENCE in determining what makes a person payable. As a result, the claimant states the below: - In order of precedence -

(1) A Person is payable WHEN HIS EACH WEEK'S work hours are approved by his employer or manager. According to ESD "You should enter work hours that your manager approved while filing for weekly claims" by representative.

In the absence of weekly approved work hours a person is not payable for any hours that his manager did not approve on that claiming period (this manager presiding in case were never approved). The claimant's work hours were never approved by his manager on each claiming period. As a result, of employer's negligence, and based on order of precedence, claimant's each week's work hours, for the entire duration of the employment, which can be seen as total payable work hours, were manipulated such way that the claimant

Thus a more elemental level legal understanding is ³⁴ needed for reviewing the matter as the Employer is in stealthily manipulating the claimant, making him unemployed every week when the employer refuses to approve work hours within claiming period.

A more elaborate appeal will be mailed with this Notice of Appeal for a more elemental review that the claimant is entitled for his Employment benefits and he did not act in fraud.

PS: Document & Exhibits
will be provided by mail

Respectfully,
Pro se, claimant
Shaw Rahman
Mr. Munkit-Rah
11/11/2013

To Hon Judge.

Claim# 951563865

Plaintiff knowingly didn't make any false statement, because

1. Per exhibit #7 , plaintiff informed the WA employment security that he had received payment for hours worked from 4c , prior to his decision of UI denial for this filing of claim. Thus under RCW 50.20.070 his disqualification for his filing doesn't apply , because he held honesty to state to the State to adjust his payment prior to this decision was made.
2. Plaintiff via explanation of " Claiming period vs. week ending" , submitted time sheet shows that he had on-time submitted timesheet but was not approved within claiming period with exhibit(s) 1000,2000,3000,4000
3. The work hours were not approved within claiming period to be considered payable for service per RCW 50.04.310(1) to state to WA state legally, that employer has legitimized his work hours within claiming period.
4. Plaintiff was eligible under RCW 50.20.010(a) and MET requirement under RCW 50.20.010
5. Plaintiff had job Interviews out of state with three different employers, the whole week and had evacuated his resident in WA on 21st June 2013 ,evening, for job interviews, and was traveling while maintaining email communication with the State of WA , because his unemployment benefit was denied to carry on rent, at his WA residence. So, he had justifiable good cause, that he didn't received the Notice of Appeal on time, to attend the hearing, per RCW 50.20.010(1)(d)(ii)

Pro Se , appellant

S/Shaw Rahman

Date: 10/2/2013

Gmail - RE:

Page 3 of 4

Additional Information for
Petition For Review

shaw rahman <contactforshawrahman@gmail.com>
To: ESD GP UI Claims Centers <uitelecenters@esd.wa.gov>

Fri, Sep 13, 2013 at 9:09 PM

hello

I tried to email them at the email they provided, spokaneoah@oah.wa.gov but it is bouncing back, can you help reply/reply this to them, at Spokane office, to attaché to the file for Judge's review, please:

sincerely

SEP 25 2013

Office of Administrative Hearings
Spokane

SSN - [REDACTED] 9159

TO: Petition For Review application (attachment)

Subject: Fwd: petition for review of unemployment benefit for Shaw Rahman SSN 471259159

Hello sir,

During the unemployment period I have to be always on the road for Job search and related interviews.

Unfortunately I missed my appeal session with the Judge because I was out of state on job search and interviews and did not receive the papers at the address to attend the remote meeting although I had indicated to UI -appeal office and was constantly in touch to receive a date by email but unfortunately I was not able to obtain that information or was convey to me

I feel employer is maneuvering with office clerks, so that I am unable to attend a session.

Please contact me at this email address, as I keep continuing calling the OAH office Spokane to weekly check the status

please inform at this address a administrative review date for the appeal, so that I dont miss the session again

I have taken all necessary measures to keep myself in tuned with the process

In tis regard I assert the state the followings:

Employer didn't disclose to Appellant any web based tools to enter hours or have approval but made him fill paper works continually.

1. The employer, within the claiming period of UI benefit did not approve legitimate work hours for plaintiff to state to WA state, and initially disputed for approval for "first week" as a result plaintiff was not able to state on time to WA state what would be hours he should quote to State LEGALLY, as legitimate work hours, in uncertainty

2 Employer for second week's hours, at the end of second week, initially approved for first and second week, by manager Stephen Baily, then changed violating the contractual agreement, at the "end of the third week" "to have them all three reapprove" (first, second and third weeks) by project Lead Ravishanker Krisnamurthy "making the approved works hours unstable/uncertain till end of third week exceeding claiming period for each week where appellant was not able to state hours in his each week's claim in uncertainty for week 1, 2, 3

3. Employer approved work hours of the "fourth week" long after the end of assignment, with repeated request by appellant, exceeding the claiming period, in uncertainty, for plaintiff to state such hours, within claiming period. Although the

DG

PAGE 127

Gmail - RE:

Page 4 of 4

appellant stated to the WA State his earned income hours "before this UI claim decision was made per email exhibit , to adjust his UI benefit". he was not able to ascertain and state to WA state what hours he would be considered as legitimate work hours as the employer kept the Appellant dangling with maneuvering , to approve legitimate "work hours", legally" , for Appellant to State to WA state within each claiming period. he had to choose no legitimate work was done , as legitimate work hours was not approved by employer 4c client Deloitte.

Appellant requests for a review of his case, because employer unprofessionally harassed the appellant.

Respectfully,

shaw rahman

tel 7788353967



[Quoted text hidden]

NG

PAGE 128

sent 8:11=121104367 4/15/2013

Ce

To

Commissioner's Review Office
Employment Security Department
PO Box 9555
Olympia, Wa 98507

Hon Court/Reviewer,

Via email exhibit, the appeal for the benefit was filed and confirmed to plaintiff, that on the 13 Aug it was done by Christian Teresa of WA state security.

Appellant never received any letter at his residence where the notice of hearing re: Aug 2, 2013 at 9:30 AM was stated, per Default dismissed letter. As a result he has been in constant communication with Christian Teresa of employment security, per emails and wondered when would be the appeal hearing day, as the appellant felt the needed to speak to Judge rather than Christian Teresa, as he felt employer is maneuvering the appeal and he needs to speak to a judge with the conversation that he has with Christian Teresa, and would be rather best thing. Please see all email explanation and note to her back and forth.

Yesterday 8/26 was the first time she revealed, when appellant asked for a hearing date and to speak with a Judge rather, she provided him the default order by email, as the appellant was out of state on job interviews. Coming back to WA appellant received the mailed letter of default order finding he had already missed the date of hearing, unfortunately.

As a result the appellant requests a review of the appeal so that he can participate in a review, at Tel 7788353967, or notified by email, for any correspondence by email. As appellant on the road most of the time and out of home on various job search, he is best reachable for any hearing matter related correspondence via email contactforshawrahman@gmail.com

Appellant requests/petitions for a review by this office, as he was unable to participate and did not receive the letter regarding hearing date at this residence for the hearing date stated. He didn't willingly negate the participation, he simply didn't receive any letter at his address and thus requested email correspondence for avoidance of any such matters. Appellant failed to appear because he never received any correspondence regarding the hearing date, and was constantly in contact with the office OAH for a hearing date. Please see emails.

Further, the appellant had to evacuate the residence at the end of July, 2013

Pro Se, Plaintiff
Shaw Rahman
s/Shaw Rahman

date: 8/27/2013.

Please refer until further notice the means of communication is by telephone or ^{of new address} email address above. Email preferred because it can be accessible anywhere. (PK)

Lin

Ref Page 129-136; 40
PAGE 116

Gmail - *key RE: Re:

Petition for Review, Documentation Page 1 of 5



To: OAH,
Hon. Presiding Judge 1-1 SSN # [redacted] 9159
Exhibit
Attached
shaw rahman <contactforshawrahman@gmail.com>

*key RE: Re:

1 message

ESD GP UI Claims Centers <uifilecenters@esd.wa.gov>
To: shaw rahman <contactforshawrahman@gmail.com>

Mon. Sep 16, 2013 at 2:26 PM

claim # 951 563 865

Mr. Rahman,

To contact the Office of Administrative Hearings, please call the following phone number:

(509) 456-3975
(800) 366-0955 (Toll-free)

Sincerely,

Page 1-6
Please see page #1

Washington State Employment Security Department
Unemployment Insurance
188/780

From: shaw rahman [mailto:contactforshawrahman@gmail.com]
Sent: Friday, September 13, 2013 6:09 PM
To: ESD GP UI Claims Centers
Subject: Re:

hello

I tried to email them at the email they provided, spokaneoah@oah.wa.gov but it is bouncing back, can you help reply/rely this to them, at Spokane office, to attaché to the file for Judge's review, please:
sincerely

Subject: Fwd: petition for review of unemployment benefit for Shaw Rahman SSN951563865

129



Hello sir,

* |

During the unemployment period I have to be always on the road for Job search a and related interviews.

Unfortunately I missed my appeal session with the Judge because I was out of state on job search and interviews and did not receive the papers at the address to attend the remote meeting although I had indicated to UI -appeal office and was constantly in touch to receive a date by email but unfortunately I was not able to obtain that information or was convey to me

I feel employer is maneuvering with office clerks so that I am unable to attend a session.

Please contact me at this email address , as I keep continuing calling the QAH office Spokane to weekly check the status

please inform at this address a administrative review date for the appeal, so that I dont miss the session again

I have taken all necessary measures to keep myself in tuned with the process

To Hon. Judge , OAH 1-3 below Please Refers
EXHIBIT: Pay stubs attached.

In tis regard I assert the state the followings.

Employer didn't disclose to Appellant any web based tools to enter hours or have approval but made him fill paper works continually.

1. The employer , within the claiming period of UI benefit did not approve legitimate work hours for plaintiff to state to WA state. and initially disputed for approval for " first week " as a result plaintiff was not able to state on time to WA state what would be hours he should quote to State LEGALLY.

as legitimate work hours, in uncertainty

2 Employer for second week's hours , at the end of second week, initially approved for first and second week, by manager Stephen Baily, then changed violating the contractual agreement, at the "end of the third week" "to have them all three reapprove " (first ,second and third weeks) by project Lead

130

Gmail - *key RE: Re:

SSN [REDACTED] 9159

Page 4 of 5

Your Docket number is 072013-01680

Gmail - *key RE: Re:

SSN # [REDACTED] 9159

Page 3 of 5

Ravishanker Krishnamurthy "making the approved works hours unstable/uncertain till end of third week exceeding claiming period for each week where appellant was not able to state hours in his each week's claim in uncertainty for week 1, 2, 3

3. Employer approved work hours of the "fourth week" long after the end of assignment, with repeated request by appellant, exceeding the claiming period, in uncertainty, for plaintiff to state such hours, within claiming period. Although the

appellant stated to the WA State his eared income hours "before this UI claim decision was made per email exhibit, to adjust his UI benefit", he was not able to ascertain and state to WA state what hours he would be considered as legitimate work hours as the employer

kept the Appellant dangling with maneuvering, to approve legitimate "work hours", legally, for Appellant to State to WA state within each claiming period.

he had to choose no legitimate work was done, as legitimate work hours was not approved by employer 4c client Deloitte.

Appellant requests for a review of his case, because employer unprofessionally harassed the appellant

Respectfully,

shaw rahman

tel 7788353967

On Wed, Sep 11, 2013 at 11:15 AM, ESD GP UI Claims Centers <ui@esd.wa.gov> wrote.

Hello:

It appears from the records that we received, your Petition for Review has been acknowledged. If you need to check on the status of the Petition for Review or advise them of anything, you need to mail them at the:

Commissioner's Review Office

PO BOX 9555

Olympia, WA 98507

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Gmail - *key RE: Re:

SSN [REDACTED] 7159

Page 5 of 5

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I wanted to correct the name. stating his legalname to keep in the file

please contact me at this email address as I travel and don't have emails properly , and have missed my appeal hearing as a result , I don't wan to have the same situation reoccur

please contact me at 7788323967

best regards,

Shaw Rahman

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Shaw Rahman <emailshawrahman@gmail.com>

Your Unemployment Appeal Letter

16 messages

Christian, Teresa (ESD) <TEChristian@esd.wa.gov>

Wed, Jul 17, 2013 at 9:42 AM

To: "EMAILSHAWRAHMAN@GMAIL.COM" <EMAILSHAWRAHMAN@gmail.com>

Dear Mr. Rahman:

I received your letter requesting an appeal of your unemployment fraud overpayment of \$2,332.00.

After review of what you provided and what your employer provided to us, I want to bring to your attention the following:

When you filed your claims for benefits each week during the issue period (11/10/12 - 12/1/12), you answered "No" to the question, "Did you work for any employer?" If you had answered "yes" to that question, it would bring you to the next questions which are, "how much did you earn?" and "Enter your gross earnings for the week." The fact that you answered No to the question constitutes fraud in itself because you did work. There is no question that asks you when or if you were paid, because you must report earnings during the week they are earned, NOT when you are paid.

The Unemployment Claims Kit that you were sent, as well as the questions you had to read and answer when you filed via the Internet clearly lay out your responsibilities. You answered that you understood the Fraud Warning which is given at the beginning of each claim you filed.

Your employer provided pay stubs for the weeks you worked, showing that you were paid for each week. Again, we do not care WHEN you are paid, we only ask you to report the hours you worked and the amount you earned during that week. Those earnings are listed on the Schedule of Claims report you refer to in your letter.

I just wanted to make it clear to you that if you continue with your appeal, you will have to prove that the employer did not pay you for the weeks at issue.

Please let me know if you have any questions or need further clarification. I will be happy to explain this further if you need. Also, if you simply wish to continue with your appeal as it is, let me know. Please note that filing an appeal doesn't necessarily stop any collection activity.

Sincerely,

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TC Christian, Inv 105
Office of Special Investigations
Fraud Investigation Unit
(360) 407-4484

Shaw Rahman <ernestshawrahman@gmail.com>
To: "Christian, Teresa (ESD)" <TEChristian@esd.wa.gov>

Wed, Jul 17, 2013 at 1:22 PM

To answer to the email :

yes, The employer "did not pay me accordingly, in violation of contract,"

1. the first pay I got was 11/30, please refer to bank statement they made a out of state ATM deposit for the weeks on 11.30 of partial pay (NOT the two weeks pay either) ,

they fraudulently showed to the state that I was paid for every week but that is fraud, I was only paid first time on 11/30 partially ,please refer to my bank deposit(exhibit).

With out pay for the weeks from 11/7-11/30, I showed Cleary employer fraudulently stated to the state that I was paid accordingly.

Employer portrayed in the pay stubs that I was getting pay weekly hours approved ,

The burden of proved is the the Employer to show that they had deposited to my bank account OR any check they had deposited before 11/30 since no pay was even issued earlier .

The answer is NO.

They employer did not pay any fund before 11/30 in violation of , playing a game of evasion of contractual obligation, of every 15 days of pay.

As I was not receiving any pay I did not earn any funds to state to the next screen to received any pay of any kind during the weeks per your statement above,

I DID NOT have any reported earning of any kind at ALL per your paragraph 1 .

The employer must proved :

(1) they paid me in accordance with contractual obligation of 15 days(answer :NO

(2) issued pay /deposited ay before 11/30 of any kind (answer NO) (3) for weeks payable

(3) had the plaintiff cashed any checks prior to 11/30 with receipts form their account :answer NO

(4) When A person "works for a employer" [per "Did you work for any employer?"] they receive pay under obligation- thus the questionnaire is put forth such a ways that to a fair minded person , of the truth :

"when a person works he is receiving pay", (according to WA States assumption) in this case the "Indian employer evaded the obligation via maneuvering the standard principle" to deprive employee for each week 's work payable continually, in discrimination. As a result the appalled is at a loss when he is asked:

(a) "Did you work for any employers?" - WHEN he is not receiving any pay to answer: (see below explanation of definition per law and logical legal reasoning)

(b)"how much did you earn?" and -Nothing

(c) "Enter your gross earnings for the week." WHICH are (a, b, c) NO

To your question:

if you had answered "yes" to that question, it would bring you to the next questions which are, "how much did you earn?" and "Enter your gross earnings for the week."

as I didn't earn anything I could only choose this option to proceed to claim , weekly claim SINCE NO pay of any kind was received - IT IS VERY Simple .

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Employed person is a person who is under contractual obligation payable per contractual time frame to receive pay of any kind from an employer, Thus is clearly a situation under definition that I was to be construed as "unemployed/unpaid in violation of contract" making me an unemployed stated person to claim.

to answer:

Again, we do not care WHEN you are paid, we only ask you to report the "hours you worked and the amount you earned" during that week. - hours reporting "AND" for No "amount earned"
As the employer didn't approve any hours playing an evasive game, there was nothing to report to the WA state that I had legitimate work hours approved by employer per "contract", making question: "hours you worked" illegal to report to the state because employer evaded approving hours on item even though they were submitted every week accordingly for approval, first showing the approved hours by a "manager" need to be reapproved by a "lead" who was not a signing authority, only manager was.

Those earnings are listed on the Schedule of Claims report you refer to in your letter. -

that is legally incorrect per you definition of "unemployed" person - it has two clause "payable" per "contract" and "worked" for - BOTH together determines the definition of employed person. if any of the two clauses are NOT true - the definition does not hold, as a "employed" person.
Thus the legal definition falls as Untrue.
Please consult with a lawyer if you are not sure. Thus in order to get to second screen using the portfolio I had to "assume/construe" per definition, that I am "unemployed" and do not have any pay of any kind.
Thus the clauses of both parts are true to state as "unemployed" definition making the resultant statement to be False (for example: true+true =true; true +false = false), This is basic principle of legal philosophy.

to answer:

I just wanted to make it clear to you that if you continue with your appeal, you will have to prove that the employer did not pay you for the weeks at issue.

Yes I have already answered

this, the burden of prove is on the employer to PROVE that they actually paid in deposit to account before 11/30 of any kind for weeks 11/7- onward- the answer is NO, they didn't. in fact the employed is still fraudulently evading the State with falsehood ness and FRAUD still stating the employed paid the employes ACCORDINGLY to contract.

Thus I acted on the above, clearly showing I could not possibly defraud the State With "Non approved hours" and "Non pay" under a payable contract, making me "unemployed" situation, for which I can Claim benefit. NOT Fraud AT ALL. Employer must prove the burden above.(1-3)
[Quoted text hidden]

Thanks
please find a copy of my resume below.

LinkedIn:
<http://www.linkedin.com/pub/shaw-rahman/1a/815/b3>
resume : <http://syslogiconline.com/resume-shawrahman.doc>

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Shaw Rahman <emailshawrahman@gmail.com>
To: "Christian, Teresa (ESD)" <TEChristian@esd.wa.gov>

Wed, Jul 17, 2013 at 1:35 PM

further more, for the weeks claimed, there was no hours approved within that claiming period, to state to WA, that weekly (every weeks hours) were legitimate hours to state, to the WA State - simply clear, as the employer evaded and played games in approving legitimate work hours during the claiming period for week in maneuvering payable work hours .
That is why the appellant stated for adjustment when he claimed later on.

hope his clarifies.

regards

[Quoted text hidden]

Christian, Teresa (ESD) <TEChristian@esd.wa.gov>
To: Shaw Rahman <emailshawrahman@gmail.com>

Wed, Jul 17, 2013 at 1:42 PM

Thank you, Mr. Rahman. I will process your appeal.

TC Christian, Inv 105

Office of Special Investigations¹

(360) 407-4484

From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Wednesday, July 17, 2013 1:36 PM
To: Christian, Teresa (ESD)
Subject: Re: Your Unemployment Appeal Letter

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: "Christian, Teresa (ESD)" <TEChristian@esd.wa.gov>

Sun, Aug 11, 2013 at 8:36 PM

hello
could you please update me about any potential hearing date ,if I need to participate to disuses with Judge, I will be happy to , the number ,day ant time, I didn't receive anything so far from State, wondering I missed anything.

regards,
shaw

On Wed, Jul 17, 2013 at 9:42 AM, Christian, Teresa (ESD) <TEChristian@esd.wa.gov> wrote:
[Quoted text hidden]

—
Thanks

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please find a copy of my resume below:

LinkedIn:
http://www.linkedin.com/pub/shaw-rahman/1a/815/b3
resume : http://syslogiconline.com/resume-shawrahman.doc

Christian, Teresa (ESD) <TEChristian@esd.wa.gov>
To: Shaw Rahman <emailshawrahman@gmail.com>

Tue, Aug 13, 2013 at 7:38 AM

Mr. Rahman "

I have not processed your appeal yet as you didn't respond to my email as requested. You did not provide any documentation to prove that your employer incorrectly reported your earnings to us. Also, you did not explain why you answered No to the question "Did you work?"

If you want to continue with the appeal without evidence to support your appeal I will process go ahead and process it today. You will receive a notice of hearing date and time for the Office of Administrative Hearings.

Please let me know if you have any questions.

Sincerely,

TC Christian, Appeals Coordinator
Office of Special Investigations
(360) 407-4484

From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Sunday, August 11, 2013 9:36 PM
To: Christian, Teresa (ESD)
Subject: Re: Your Unemployment Appeal Letter

hello

[Quoted text hidden]
[Quoted text hidden]

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Appeals Additional
EXHIBITS:

Commissioners

Review for Petition by
SSN [redacted] 9159
Shaw Robinson

fort.ms.gov

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To show claimant didn't
MIS report his earnings
for 1-15 to NOV, 2012
he presents this exhibit

Exhibit showing
the earned income
for the 1st week - 2nd week
of employment 1-15 to NOV, 2012 DOES
fall under most recent /
current weekly claim
filing.

As shown by (Employer that applies to 1-15 NOV 2012 dates NOT for
payment record)
date range of NOV 30, 2012 days. — Respectfully
Shaw Robinson

If your mailing address or telephone number has changed since you last checked, you must immediately notify the Employment Security Department of the change. If you file your weekly claim before this change is processed, your check will be mailed to your old address. The Post Office will not forward your check.

You can make these changes using this system or by calling the Unemployment Claims Telecenter. Changes using this system, may take 48 hours to process. If you wish to change your address or telephone number using the Internet form, select the address change option from the main menu.

To file your claim, you will be asked a series of questions. If you do not receive a message that your claim has now been accepted, your answers will not be recorded and you will have to start from the beginning.

The following questions apply only to the 7 days during the calendar week ending at midnight on Saturday January 4, 2014.

To claim for any other week, please contact your Unemployment Claims Telecenter during normal business hours.

To claim benefits for the week ending January 4, 2014

To return to the Main Menu

To exit immediately and return to ead.ms.gov, click here.

If you close this window by any other method, you must wait at least 10 minutes to re-access.

Post Office

Exhibit showing claim period is

within scope of a
WEEK dated.

Services currently available for your claims

Information current as of January 4, 2014

- File weekly certification for unemployment benefits. This service is not available between 1:01pm the last working day of the week through midnight Saturday
- Check your benefit payment information or claim status.
- For information about an overpayment.
- Change your address.

If the service you are seeking is not available, please review the chart below.

Services	This service is available	This service is NOT available
Weekly Claims	24 hours a day beginning Sunday through 5:00 p.m. of the last business day of each week (usually Friday, unless a state holiday).	<ul style="list-style-type: none"> When you have already filed your weekly claim for last week, or When you missed claiming one or more of your weekly claims. You must say you're filing your claims on lines each week.
Address Change	24 hours a day beginning Sunday through 5:00 p.m. of the last business day of each week (usually Friday, unless a state holiday).	<ul style="list-style-type: none"> When you have already filed an address change this week. You can only submit one address change per week using this system.
Report Your Claim	24 hours a day beginning Sunday through 5:00 p.m. of the last business day of each week (usually Friday, unless a state holiday).	<ul style="list-style-type: none"> When you have already filed a weekly claim, reported and pending claim, or filed a new claim within the last four weeks.
Recall Payment Information	24 hours a day. Status of the last 4 weeks claimed is currently available from the "Information Current as of" Data.	<ul style="list-style-type: none"> When your claim is inactive or expired.
Overpayment Information	24 hours a day. Current status of an existing or pending Overpayment. January - April, 24 hours a day. Total amount of a claim.	<ul style="list-style-type: none"> When you do not have an overpayment of benefits.

Employer Commitment
JAN 27 2014

915-360 Robson St

Vancouver, BC V6B 2B2

Canada

AIRMAIL



TO

Commissioner's Review Office
Employment Security Dept, PO Box 9555
Olympia, WA
USA

RECEIVED

JAN 27 2014
Employment Security Dept
Mail Center

Employment Security Dept
Review Office

98507\$9555

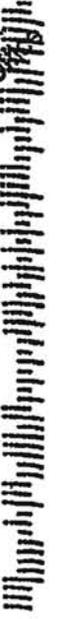


Exhibit #7



Shaw Rahman <emailshawrahman@gmail.com>

* *

Urgent !! Re: shaw rahman' s unemployment benefit application SSN

[REDACTED] 9159

1 message

email SENT to WA state for correction

Shaw Rahman <emailshawrahman@gmail.com>
To: bpcunit@esd.wa.gov

Mon, Jul 1, 2013 at 3:03 PM

hello , I was not able to file my claim at all for the last week 21-28th June, 2013. I it is blocked from filing , I called 7-8 time and left my call back 2 lice but have not received any calls, I am concerned, please open so tha fi can file the claims every week,

I have been a WA state worker all though bout and based out of WA state

even with my employment at 4ci I was only on client site to initial setup ,assignment maties reporting etc, and orientation 12-15 = 4days, and the following next week 3 days(week of 25th thanks giving) , on the 3rd week 3days (29th NOV) assignment was terminated , all these weeks I was based out of WA and flew or drove

I am unable to file claims and it is huritn gme.

On Wed, Jun 26, 2013 at 12:06 PM, Shaw Rahman <emailshawrahman@gmail.com> wrote:

Hello, I filed my unemployment benefit information via online on Sat Jun 22/2013 when I wanted to add employers information from federal database, it looked to me that some employer names were not correct or have change names. for example, last year I claimed under mastech inc,(office headquarter in PA) which seems different in the federal databasa,

* I worked at mastech last year 2012, for 3 weeks, you can see that from the previous claims and add the exact dates: I believe it was form 3/4-3/21 of 2012.

* I worked for 4 ci (appears to be 4 consulting in the federal data base): from 11/7- 11/29 (nearly 3 weeks)of 2012 based out of WA state,(home base).

4ci address:

4CONSULTING, INC.

Walnut Abrams Plaza, 1221 Abrams Road, Suite 326, Richardson, Texas 75081-5581 P (214) 698-8633 F (214) 698-8630 www.4ci-usa.com

* please update my application accordingly, I was not able to reopen it , I was on the phone for over an hour for a 3 hour delay , I tried Monday, Tuesday as well but was disconnect. for delay.

thanks

shaw rahman

please acknowledge this email, and reply so that the application is proper - thanks you
I wait for your response. Please forward accordingly.

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4 CONSULTING INC
 1221 ABRAMS RD STE# 326
 RICHARDSON, TX 75081

Shaw Rahman
 16596 NE 84th Ct 4A
 Redmond, WA 98052

Employee Pay Stub Check number: 13615 Pay Period: 11/07/2012 - 11/15/2012 Pay Date: 11/30/2012

Employee SSN
 Shaw Rahman, 16596 NE 84th Ct 4A, Redmond, WA 98052 ***-**-9159

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	59.90	100.00	5,990.00	5,990.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	0.00
Social Security Employee			-249.90	-249.90
Medicare Employee			-88.28	-88.28
			-338.18	-338.18
Adjustments to Net Pay			Current	YTD Amount
Expense Reimbursement			136.20	136.20
Miscellaneous Deduction (3)			-1,338.00	-1,338.00
			-1,201.80	-1,201.80
Net Pay			4,382.02	4,382.02

4 CONSULTING INC
 1221 ABRAMS RD STE# 326
 RICHARDSON, TX 75081

Shaw Rahman
 16596 NE 84th Ct 4A
 Redmond, WA 98052

Employee Pay Stub Check number: 13868 Pay Period: 11/16/2012 - 11/30/2012 Pay Date: 12/14/2012

Employee SSN
 S → Rahman, 16596 NE 84th Ct 4A, Redmond, WA 98052 ***-**-9159

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	65.30	100.00	6,530.00	12,600.00
Taxes			Current	YTD Amount
Federal Withholding			0.00	0.00
Social Security Employee			-279.30	-529.20
Medicare Employee			-82.42	-182.70
			-375.72	-711.90
Adjustments to Net Pay			Current	YTD Amount
Miscellaneous Deduction (3)			-1,564.00	-2,932.00
Expense Reimbursement				136.20
			-1,564.00	-2,795.80
Net Pay			4,710.28	9,092.30

4 CONSULTING INC
 1221 ABRAMS RD STE# 326
 RICHARDSON, TX 75081

Shaw Rahman
 16596 NE 84th Ct 4A
 Redmond, WA 98052

Unpaid hrs, Expenses and Adjustment of Federal Tax Withheld in prior pay

Employee Pay Stub	Check number: 12650	Pay Period: 11/19/2012 - 11/21/2012	Pay Date: 12/18/2012		
Employee	SSN	Status (Fed/State)	Advances/Extra		
Shaw Rahman, 16596 NE 84th Ct 4A, Redmond, WA 98052	***-**-9159	Don't Withhold(Zone)	Fed-OK/WA-00		
Earnings and Hours	Qty	Rate	Current	YTD Amount	Memo
Hourly	1.30	100.00	150.00	12,750.00	Unpaid hrs, Expenses and Adjustment of Federal Tax Withheld in prior pay
Taxes			Current	YTD Amount	
Federal Withholding			0.00	0.00	
Social Security Employee			-6.30	-535.50	
Medicare Employee			-2.16	-184.86	
			-8.46	-720.36	
Adjustments to Net Pay			Current	YTD Amount	
Miscellaneous Deduction (3)			2,832.00		
Expense Reimbursement			221.10	357.30	
			3,153.10	357.30	
Net Pay			3,294.62	12,385.82	

CONTRACT

4CI

EMPLOYMENT AGREEMENT

This 'Employment Agreement' (the 'Agreement') is made and entered into as of November-01, 2012, between 4CONSULTING, INC (hereinafter referred to as '4CI' or 'Company' or 'Employer') a Texas Corporation having its principal offices at Walnut Abrams Plaza, 1221 Abrams Road, Suite 326, Richardson, Texas - 75081, USA and Shaw Rahman hereinafter referred to as ('Employee' or 'I' or 'me' or 'you').

WHEREAS, the Company desires to employ the Employee and to provide certain benefits to Employee as set forth in this Agreement; and

WHEREAS, the Employee desires to accept such Employment subject to terms and conditions set forth below;

NOW THEREOF, in consideration of the mutual covenants contained herein, the parties hereby agree as follows;

SECTION 1 | EFFECTIVE DATE OF EMPLOYMENT

This Employment Agreement is effective from the date of joining which shall not be later than 5th day of November, 2012 and is subject to satisfactory background and reference checks. Date of joining may be subject to change and shall be notified in the Employment Offer Letter.

SECTION 2 | AT-WILL EMPLOYMENT

The Company hereby employs the Employee, and the Employee hereby accepts such Employment to continue until terminated as per Section 6 of the Agreement. Employee acknowledges and agrees that the Employment is on an "at will" basis, which means that either the Employee or the Company is free to terminate the Employment at any time and for any reason or for no reason at all and is for no specified duration. Nevertheless, Company requests the employee to provide two (2) weeks of notice for termination of Employment.

SECTION 3 | POSITION & DUTIES

3.1 Position

The Employee will serve the Company as Lead Application Architect in Technical Consulting Group or in such other position(s) as the Company's Management (the 'Management') may determine from time to time.

3.2 Duties

The Employee will, to the best of the Employee's ability, perform the customary duties of the Employee's position and such other duties as are assigned to the Employee by the Management from time to time. The Employee will at all times perform such duties loyally and conscientiously.

4CI is an equal opportunity/affirmative action Employer (m/f/d/v) supporting workforce diversity
1221 Abrams Road, Suite 326, Richardson, TX - 75081, (214) 698-8633 (214) 698-8630 fax
www.4ci-usa.com



3.3 Full Time and Best Efforts

During the Employment, the Employee will devote the Employee's full time and best efforts to the performance of the duties hereunder and to the business and affairs of the Company. The Employee will not, without the express written consent of the Company, undertake other Employment or significant other professional responsibilities during the Employment with the Company.

3.4 Principal Office & Work Location

The Employee will perform Employee's duties from 4Ci's office and, or Client locations as applicable. The Employee may be required to work from a different 4Ci office, on reasonable notice, and will be required to travel from time to time in the performance of Employee's duties.

SECTION 4 | COMPENSATION

4.1 Base Salary

4Ci shall pay to the Employee an Hourly remuneration exclusive of fringe benefits of USD One Hundred (US\$ 100) on semi-monthly installments consistent with the Company's established payroll practices. Such salary shall be subject to increase at Company's sole discretion and shall be reviewed annually for possible increase. Additionally, Employee may, at the Company's discretion, be eligible to participate in incentive bonus and/or stock option plans made available from time to time.

4.2 Overtime Wages

Based on the exempt / non-exempt status of Employee and as per the applicable government regulations for overtime wage rate in-effect for specific US States; an Employee may or may not be eligible for overtime wages. This shall be specified in the Employment Offer Letter.

4.3 Benefits

During the Employment, the Employee will be entitled to participate in the Benefits program, consistent with the Company's established policies applicable to the Employee as of the date hereof and such other benefits as affect all Employees similarly situated under the Company's benefit policies in effect from time to time. Details of the same will be provided upon joining. Nothing in this Agreement shall be deemed to be a benefit plan or a summary plan description. For more information on the Company's Benefits program, Employee should consult with the Company's Human Resources Department. In the event you have declined to receive these benefits, please sign the 'Waiver of Benefits' form for our internal records.

4.4 Tax Withholding

Employee recognizes that the compensation, benefits, incentives and other amounts provided by 4Ci under this Agreement may be subject to central, state, or local income taxes. It is expressly understood and agreed that all such taxes shall be the responsibility of the Employee. To the extent that the central, state, or local law requires withholding of taxes or government

4Ci is an equal opportunity/affirmative action Employer (m/f/d/v) supporting workforce diversity
1221 Abrams Road, Suite 326, Richardson, TX - 75081, (214) 698-8633 (214) 698-8630 fax
www.4ci-tsa.com



imposed deductions (such as child support, tax levies, etc) on compensation, benefits or other amounts provided under this Agreement, 4Ci shall withhold the necessary amounts from the amounts payable to Employee under this agreement.

Employer did not pay every 15 days

4.5 Pay Period

Employee will be paid on 15th and last day of each month (semi-monthly). Salary for the work performed between 1st and 15th of the month will be paid on last working day of the month, and salary for the work performed between 16th and last day of the month will be paid in the next pay cycle. Any exception to this is notified in writing or verbally. If the 1st day of the month is a weekend or is a holiday then the paychecks will be disbursed on the day after the weekend or holiday.

*15th pay was not paid
only 30th pay was paid
and I was shocked
although I started remotely from 7th Nov 2012*

For hourly wage Employee; compensation for each pay period will be based on total hours worked within that pay period. For salaried Employee; compensation for each pay period will be equally divided and shall be irrespective of days in a pay period; except for holidays or days not worked, for which salary shall be deducted at the rate of salary earned on per day basis.

4.6 Time & Attendance Recordkeeping

Employees must submit 4Ci and Client approved time sheets either on-line via computer to payroll department at timesheet@4ci-usa.com each week or via fax at (214) 698-8630. An approved timesheet requires signature of Client authorized personnel and Employee. Time and attendance data must be entered into the computer and submitted to Payroll by the last day (Friday) of that week. If Friday is a holiday, then Time & Attendance record must be submitted on Thursday of the same week. Any over or under payment of salary in a pay period shall be adjusted in the next pay cycle.

SECTION 5 | BUSINESS EXPENSES

5.1 Reimbursements

Subject to the conditions hereof, the Company will reimburse the Employee for reasonable actual business expenses incurred by the Employee in the course of the Employment, in accordance with the policies of the Company in effect from time to time. Prior written approval of 4Ci supervisor is required to incur any business expense. Expenses incurred without prior approval of the Company will not be reimbursed.

5.2 Adequate Records

No such expenditure / business expense will be reimbursable unless the Employee furnishes to the Company adequate records and other documentary evidence required under the tax laws for substantiation of such expenditure.

4Ci is an equal opportunity/affirmative action Employer (m/f/d/v) supporting workforce diversity
1221 Abrams Road, Suite 326, Richardson, TX - 75081, (214) 698-8633 (214) 698-8630 fax
www.4ci-usa.com



5.3 Relocation Expenses

Subject to the conditions hereof, the Company will reimburse the Employee for reasonable relocation expenses incurred by the Employee and as per the Company Relocation Policy.

SECTION 6 | TERMINATION PROCESS

4Ci shall have the right to terminate the Employment of any Employee for no cause or any cause by either providing verbal or written notification of termination of Employment or the applicability of such notification shall be immediate. If an Employee decides to voluntarily terminate the Employment with the Company, then 4Ci requests that the Employee provide at least two weeks' notice before resigning from the Employment. A written and signed notification of resignation must be faxed to (214) 698 8630 to disburse any eligible monetary dues toward the Employee. A verbal notification is acceptable for establishing termination of Employment on the date and time of Employment.

Wages in Lieu of Notice: Wages in lieu of notice are additional wages and the Company is neither obligated nor commits to pay the same.

Upon termination of Employment, all benefits including and not limited to insurance, holiday, vacation, incentive plans, will cease as of the date of termination. Employee shall not be eligible for monetary compensation in lieu of accrued and/or unused benefits after termination of Employment. 4Ci at its sole discretion may or may not decide to pay monetary compensation in lieu of unused benefits.

Upon termination of Employment, Employee shall, within 5 business days of being notified by 4Ci, reimburse 4Ci for (a) relocation expenses if the Employment is terminated within two years of relocation of Employee; (b) all cash and salary advances; (c) expenses related to any training cost incurred by the Company if Employment is terminated within 18 months of training provided.

SECTION 7 | CONFIDENTIAL & PROPRIETARY INFORMATION

'Confidential and Proprietary Information' is defined as all information disclosed to or received by you as a result of or in connection with Employment or invented or created by you as a result or in connection with that Employment. This includes such information relating to third parties, such as Company Clients and its Customers.

Company Information: Employee agrees that at all times during the term of Employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company, or to disclose to any person, firm or corporation without written authorization of Company, the Confidential Information of Company and Company's Client. I understand that "Confidential Information" means any Company or Company's Clients' proprietary information, architecture analysis, business plans and information, collections & compilation of information, concept

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creations, customer lists or other information, data designs, devices, discoveries, documentation, Employee salaries and other information, flow charts, forecasts, formulas, ideas, improvements, know-how, specifications, studies, strategies, operating procedures, patterns, processes, projections, protocols, screen displays, specifications, studies, strategies, structure, surveys, system designs, techniques, tolerances, all information obtained by the Company from third parties, and all other information obtained by the Company not generally known to the public, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I call or with whom I became acquainted during the term of my Employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed to me by Company or Company's Client, either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. Company acknowledges that Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of me or of others who were under confidentiality obligations as to the item or items involved.

Former Employer Information: Employee agrees not to improperly use or disclose any proprietary information or trade secrets of any former or concurrent Employer or other person or entity and will not bring onto the premises of the Company and/or Company's Client any unpublished document or proprietary information belonging to any such Employer, person or entity unless consented to in writing by such Employer, person or entity.

Third Party Information: Employee recognizes that Company has received and in the future will receive from third parties their confidential or proprietary information (such as, but not limited to, software programs provided by license) subject to a duty on Company's part to maintain the confidentiality of such information. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out work for Company consistent with Company's agreement with such third party. Employee agrees to comply with Company's policies and procedures, as applicable from time to time, with respect to such information.

SECTION 8 | RESTRICTION ON COMPETITIVE ACTIVITIES

Employee acknowledges that he or she will have access to significant confidential and valuable information which can be used unfairly and to the harm of 4Ci by present or potential competitors, any business entity or individual. Employee therefore agrees as below;

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8.1 Conflict of Interest & Other Agreements

The Employee shall execute the Company's Conflict of Interest policy in effect from time to time, a copy of which is attached to this agreement as Exhibit H. Employee further agrees to execute other such policies and agreements that the Company may present for signature from time to time.

8.2 Non Solicitation of Business Affiliates, Customers

Employee understands and agrees that Employee may interact with Company's various Clients, Prospects, Business Affiliates, and Suppliers. Exchange of confidential information, names of individuals may happen during such interaction. Employee will not, upon termination of Employment or voluntary resignation by Employee; for a period of one year (12 months) from the date of termination of Employment or resignation; transact business with 4CI existing clients, prospects, and suppliers; render services or give advice to 4CI's clients, prospects, and suppliers; and transact business with current and former independent subcontractors, or current and former contractors, who have had less than one year of separation from the date they were last employed or contracted with 4CI.

8.3 Non Solicitation of Employees

During the Employment and for a period of one (1) year following the termination of the Employment (irrespective of the reason for the termination of the Employment), the Employee shall not, either directly or indirectly, solicit, induce, recruit or encourage any current Employee to terminate his or her Employment with the Company. Nor shall Employee, either directly or indirectly, engage, hire, or retain any current or Former Company Employee to perform services of any type that the Company can render. ("Former Company Employee" means an individual who has left the Company within a span of 180 days.)

If the Employee was deployed to perform services for any of 4CI's Client then during the term of Employment and for a period of one (1) year following the termination of the Employment (irrespective of the reason for the termination of the Employment), the Employee shall not, either directly or indirectly, solicit, induce, recruit or encourage any Employee of 4CI's Client to terminate his or her Employment with 4CI's Client.

SECTION 9 | INVENTIONS

9.1 Inventions Retained and Licensed

Attached hereto, as Exhibit A, is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which I made prior to Employment with Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list attached, I represent that there are no such Prior Inventions. If in the course of Employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have has an

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interest, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

9.2 Assignment of Inventions

I agree to promptly make full written disclosure to Company, to hold in trust for the sole right and benefit of the Company, and hereby assign to Company, or its designee, all of my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registerable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3.C. below. I further acknowledge that all original works of authorship which are made by the Employee (solely or jointly with others) within the scope of and during the period of my Employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

9.3 Inventions Assigned to the United States

I agree to assign to the United States government all of my right, title, and interest in and to any and all inventions whenever such full title is required to be in the United States by a contract between Company and the United States or any of its agencies.

9.4 Maintenance of Records

I agree to assist Company, or its designee, at Company's expense, in every proper way to secure the Company's rights in the inventions and any copyrights, patents, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I agree that the obligation to execute or cause to be executed, when it is in my power to do so, and such instrument or papers shall continue after the termination of my Employment. If Company is unable to secure my signature due to mental or physical incapacity or if I am otherwise unavailable or unable to sign or to apply for or pursue any application for any United States or foreign patents or for copyright registrations covering inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

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SECTION 10 | COMPANY PROPERTY & DOCUMENTS

Employee agrees, that, at the time Employee leaves the employ of Company, Employee will deliver immediately, to Company and /or to Company's Client or any other Third Party (and will not keep in possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to Employment with Company or otherwise belonging to Company, its successors or assigns. Upon termination of Employment for any reason or no reason, Employee agrees to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

SECTION 11 | RELATIONSHIP WITH 4CI'S CLIENTS

As stated in Section 3.4, Employee may be required to perform Employee's duties from 4CI's Client's locations as and when applicable. Under such circumstances, Employee understands, acknowledges, and agrees; that, while performing services for 4CI's client:

11.1 Employee shall not entertain or initiate Offer of Employment from 4CI's Client's. Any conversation related to this matter should be brought to the attention of 4CI Human Resources Department immediately.

11.2 Employee shall not execute any work or perform any action that will establish an employee, employer relationship between 4CI's employee and its Client. Examples of such work and actions are, but not limited to initiating or engaging in communication with the Client to; (a) seek approval of vacation, (b) negotiate rate increment, (c) provide notice of resignation with the Company or leaving the project, etc.

11.3 Employee; during the term of employment and for one year (12 months) from date of termination of Employment; shall not disclose, discuss, act upon, or respond to any communication from 4CI's customer to discuss about 4CI's business practices, any disputes between 4CI and Employee, any dispute between 4CI's Employee and its Client, or any other situation(s) that are derogatory about 4CI and may result in loss of credibility, may adversely affect 4CI's business relationship with its Client, and, or result in loss of current and future business with the Client.

11.4 Employee shall not try to resolve the dispute with 4CI's Client without prior approval from the Company. Any dispute(s) between 4CI's Employee and its Client shall be first brought to the attention of 4CI Human Resources Department. Employee hereby acknowledges and agrees to abide by Company's instructions in matters related to any disputes between Employee and 4CI's Client during the term of employment and for one year (12 months) from the date of

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termination of Employment.

SECTION 12 | ENFORCEMENT

Both parties agree that any legal action concerning the Employment of this Agreement shall be tried by a judge alone, and both parties hereby waive and forever renounce the right to a trial before a civil jury.

SECTION 13 | WAIVERS

No failure or delay on the part of either party in the exercise of any right hereunder will operate as a waiver thereof. Any waiver of any right hereunder will be effective only if in writing. Any single or partial waiver of any right hereunder shall not operate as a waiver of any preceding or succeeding such right or any other right.

SECTION 14 | AMENDMENT

The foregoing is the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended, supplemented, canceled or discharged except written instrument executed by both parties hereto. The Employer reserves the 'At Will' right to change the terms of Employment modify Company policies and procedures with or without notice to Employee. Any subsequent change in Employee's salary or remuneration, duties will not affect the validity or scope of the Terms of Employment Agreement.

SECTION 15 | EQUITABLE RELIEF

Employee agrees that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in this Employment Agreement. Accordingly, Employee agrees that upon breach of any of such Sections, Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Terms of Employment. Employee hereby consents to the issuance of such injunction and to any order of specific performance.

SECTION 16 | LIMITATIONS OF LIABILITY

Employee fully and completely understand that Company has informed Employee about 'Conversion to Full Time Employment' either with the Company or with Company's Client, and in the event, Company's Client decide not to hire Employee as full time Employee; Employee will not make any claims, monetary or otherwise, such as but not limited to, for loss of potential other job opportunities, loss of pay, and agree to indemnify, hold harmless and defend 4Consulting, its officers, directors, Employees, agents, and it's Client, harmless from and

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against all claims, judgments, demands or liabilities in connection with the performance of the services under this Agreement.

SECTION 17 | GENERAL PROVISIONS

17.1 Governing Law

Consent to Personal Jurisdiction. These Terms of Employment will be governed by the laws of the State of Texas, and I hereby expressly consent to the personal jurisdiction of the state and federal courts located therein for any lawsuit filed there by the Company arising from or relating to my Employment.

17.2 Severability

If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect.

17.3 Successors and Assigns

This Terms of Employment will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

17.4 Legal Expenses

The prevailing party in any legal action between the parties arising out of this Agreement will be entitled, in addition to any other rights and remedies such party may have, to reimbursement for such party's legal expenses, including court costs and reasonable attorney's fees.

17.5 Background Checks & Authorization

By signing below, you authorize 4CI (or its third-party designee) to conduct inquiries into your background, including but not limited to: criminal history, driving records, previous Employment, credit history, and other searches. You agree that such inquiries may be conducted prior to your Employment and periodically during your Employment. You further agree that 4CI may share the results of such inquiries internally and with third-parties, including clients, compliance personnel, and auditors, provided that such third parties agree to maintain the confidentiality of such information. By signing below, you release and waive any claim against 4CI relating to the performance of any background check or the use or disclosure of the results of a background check internally or to third parties.

17.6 Employee Policy Handbook

4CI's Employee Policy Handbook is available with Human Resource Department. The Employee Policy Handbook contains important information on 4CI's policies and your obligations as an Employee. We urge you to read the entire Employee Handbook carefully and to abide by the policies and procedures it describes. The policies and procedures in the Employee Handbook may undergo changes including in view of changed local laws from time to

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time and this may or may not be communicated to you. You are advised to keep yourself updated on such changes from time to time.

17.7 Notices

Any notice which either party is required or permitted to give to the other party hereunder shall be given by personal delivery or by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below:

If to the Company: 4Consulting, Inc
Walnut Abrams Plaza,
1221 Abrams Road, Suite 326
Richardson, Texas 75081-5581

If to the Employee: Shaw Rahman

SECTION 18 | INTERPRETATION

In accepting Employment by Company, I have not relied and will not rely on any statements or representations, whether oral or in writing, by any officers, Employees or agents of Company concerning the duration or term of Employment, grounds and procedures for discharge or termination of Employment, or any other terms and conditions of Employment except those specifically stated in writing and signed by both me and an authorized officer of Company. I further understand that the provisions of any Employee handbooks, personnel manuals and any and all other written statements of or regarding personnel policies, practices or procedures that are or may be issued by Company or any official or department thereof from time to time do not and shall not constitute a contract of Employment and create no vested rights; that any such provisions may be changed, revised, modified, suspended, cancelled, or eliminated by Company at any time without notice; and that they constitute guidelines only and may be disregarded either in individual or Company-wide situations when in the sole opinion and judgment of Company circumstances so require.

The Signature page follows:

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Executed effective as of the date first set forth above:

The Company: For 4Consulting, Inc.

Vivek Anand
President
North America

The Employee: Shaw Rahman

Signature:

Date:

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kjo

PAGE 31



Shaw Rahman <emailshawrahman@gmail.com>

i dont see any reason for the remainder hours of week 2 and 3 yet to be paid , and deposit has not being made by 15th?

17 messages

Shaw Rahman <emailshawrahman@gmail.com>

Sat, Dec 15, 2012 at 4:16 PM

To: Rabin Parajuli <rabin@4ci-usa.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 12:28 PM

To: Shaw Rahman <emailshawrahman@gmail.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

holding of 5 days restriction was when asked for cash deposit for immediate fund transfer

Your Pay check was deposited into your designated account. Please see attached PAYSTUB.

Your expenses amt was not included in this check as expense approval was not received on Friday. So, expenses check amt will be mailed out soon as it was received today.

Thanks

Kind Rgds

Rabin Parajuli

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Walnut Abrams Plaza

1221 Abrams Road

Suite 326

Richardson, Texas 75081-5589

(214) 698-8633 x 5103

(214) 698-8630 Fax

(214) 276-7395 E-fax

rabin@4ci-usa.com

Gmail - i dont see any reason for the remainder hours of week 2 and 3 yet to be paid , and ... Page 2 of 9

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From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Saturday, December 15, 2012 6:16 PM
To: Rabin Parajuli; Ananth Ramaswamy
Subject: i dont see any reason for the remainder hours of week 2 and 3 yet to be paid , and deposit has not being made by 15th?

 Shaw Paystub.pdf
1332K

Shaw Rahman <emailshawrahman@gmail.com> Mon, Dec 17, 2012 at 12:35 PM
To: Rabin Parajuli <rabin@4ci-usa.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

i don t understand this : sec week s 8 hour st 24hours + 36 hours = 68 hours , i was not paid fo r send week 's Friday , there is mistake in toal hours , please verify and adjust
[Quoted text hidden]

Rabin Parajuli <rabin@4ci-usa.com> Mon, Dec 17, 2012 at 12:43 PM
To: Shaw Rahman <emailshawrahman@gmail.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

I also do not understand you. You can not track your hours and blaming us. Please see attached your timesheet that you sent us on Friday.

Here are Hours = 8 +22.5 +36 = 66.5 hrs

5.5+8.5+8.5 = 22.5 (Not 24) Please check the total and see the attachment that you sent us on Friday.

Thanks

Kind Rgds

Rabin Parajuli

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Suite 326

Richardson, Texas 75081-5589

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(214) 698-8630 Fax

(214) 276-7395 E-fax

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From: Shaw Rahman [mailto:emailshawrahman@gmail.com]

Sent: Monday, December 17, 2012 2:35 PM

To: Rabin Parajuli; Ananth Ramaswamy

Subject: Re: i dont see any reason for the remainder hours of week 2 and 3 yet to be paid , and deposit has not being made by 15th?

[Quoted text hidden]

 noname.eml
48K

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 12:55 PM

22.5 ? 3 day on sec week is 24 hours 22.5 ws the first week ,please refer to sheet , week -1 22.5 week 2 -45, -you paid me two week not including Friday 8 hours so not for 67.5 hours but 67.5-8 = 59.5 hours in the previous pay please re -chck, i hav enot paitent to play games

week 3 - 24 -

week 4 - 36

all approved

[Quoted text hidden]

Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:00 PM

To: Shaw Rahman <emailshawrahman@gmail.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

I just can not pay whatever you say.

Your timesheet has only 22.5 NOT 24 hrs. Show me the timesheet which has 24 hrs and you have approval for this.

Thanks

Kind Rgds

Rabin Parajuli

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From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Monday, December 17, 2012 2:55 PM
To: Rabin Parajuli

[Quoted text hidden]

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:01 PM

that is the first weeks seet you are referign to iti s22.5 hours , sec week 24
[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:03 PM

i meant 3rd week , we allworked remotely 3 days
24 hours , send week was 45
[Quoted text hidden]

Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:05 PM

To: Shaw Rahman <emailshawrahman@gmail.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

Open the sheet you sent me on Friday and add all the hours. It has 22.5 hrs + 36 hrs.

I do not see more than this.

Thanks

Kind Rgds

Rabin Parajuli

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Walnut Abrams Plaza

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From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Monday, December 17, 2012 3:03 PM

[Quoted text hidden]

[Quoted text hidden]

Rabin Parajuli <rabin@4ci-usa.com>

To: Shaw Rahman <emailshawrahman@gmail.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

Mon, Dec 17, 2012 at 1:07 PM

If you still think that you got less paid for 2 hrs, You can send me your all approved sheet. I would be happy to review. But make a note that they must have approval.

Thanks

Kind Rgds

Rabin Parajuli

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From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Monday, December 17, 2012 3:03 PM

[Quoted text hidden]

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:09 PM

the sheet was sent for hotel , i will sent it agains , after work , i have fax confirmation with me, on friday i sent yo uonly one sheet for 36 hours, 24 hours was signed by the lead soma,
[Quoted text hidden]

Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:12 PM

To: Shaw Rahman <emailshawrahman@gmail.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

Ok, then send me that signed sheet which has 24 hrs. I would be happy to work with.

Thanks

Kind Rgds

Rabin Parajuli

4CONSULTING, INC.

IT Consulting | Staffing | BPO

Walnut Abrams Plaza

1221 Abrams Road

Suite 326

Richardson, Texas 75081-5589

(214) 698-8633 x 5103

(214) 698-8630 Fax

(214) 276-7395 E-fax

rabin@4ci-usa.com

www.4ci-usa.com

TEXAS | CALIFORNIA | FLORIDA | DELAWARE | MARYLAND | MICHIGAN | ATLANTA

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From: Shaw Rahman [mailto:emailshawrahman@gmail.com]
Sent: Monday, December 17, 2012 3:09 PM

[Quoted text hidden]

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 1:15 PM

yes they were all approved , and signed 2 were signed by som week 2 and 3 (24_+ 45) hours

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 3:45 PM

hey Rabin I am federally exempt for beign dual citizen , I filled up W4 that way EXEMPT why are you deducting my federal taxes \$ 2932 please reimburse them and refer to the w4 accordingly it is EXEMPT

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>

Mon, Dec 17, 2012 at 3:46 PM

there is tax treaty between two counfries

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>
To: Rabin Parajuli <rabin@4ci-usa.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

Mon, Dec 17, 2012 at 3:49 PM

See blow , I am tax exempt for beign dual national and ther eis tax traety between my nationas, tha ti show i filed W4 , bu know you are deducting federal taxes, please compensate back

[Quoted text hidden]

Shaw Rahman <emailshawrahman@gmail.com>

Mon, Dec 17, 2012 at 3:51 PM

To: Rabin Parajuli <rabin@4ci-usa.com>, Ananth Ramaswamy <ananth@4ci-usa.com>

please correct and deposit the federally withheld taxes to my account

[Quoted text hidden]