7/12/01

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

COMPSYS TECHNOLOGIES, INC.
4244 Ridge Lea Road, Suite 3
Amherest, New York

Plaintiff Index No. I 2001/1542

-against- ANSWER

VIJAY SUBRAMANIAN,

Defendant.

----------X

Defendant, Vijay Subramanian, by his attorneys, RASTOGI & UNNIKRISHNAN, PLLC for its answer to the plaintiff's Complaint, states as follows:

1. Denies the allegations contained in the paragraphs "7" and "8" of the Complaint.

2. Denies the allegations contained in the paragraph "10", "11" and "12" of the complaint. The allegations in the paragraph "10" of the complaint are not only false but are malicious, scandalous, frivolous and vexatious. The Promissory Note is not valid for lack of consideration. The Employment Agreement is also invalid as it is in violation of Immigration and Labor Laws.

ANSWERING THE FIRST CAUSE OF ACTION

3. Denies the allegations contained in the paragraph (s) "13" and "14" of the complaint.

4. Denies the allegations contained in the paragraph "15" of the complaint. The allegations are misconceived. It is submitted that the Note is invalid due to lack of consideration and Employment Agreement is in violation of Immigration & Naturalization Law. The Plaintiff breached the Employment Agreement by not paying

proper wages every month as filed with Immigration & Naturalization Service in their Petition for H-1B. It is further submitted that under American Competitiveness and Workforce Improvement Act (P.L. 105-277, Title IV) (ACWIA), it is required that an employer who designate an H-1B worker as full time in the H-1B petition to pay that worker full time wages, regardless of any nonproductive time due to, for example lack of work, or lack of a required license, or at the discretion of the employer (Exhibit A). The Plaintiff/ Defendant violated the payment clause as per H-1B Petition. The Employment Contract as per Schedule 1 is in violation of Petition filed with INS for H-1B (Exhibit B). The Plaintiff never paid the wages according to INS and Labor Rules and Regulation, so in breach of Contract.

5. Denies the allegations in the paragraph(s) "16" of the complaint. Plaintiff is not entitled for any of the relief as claimed in the paragraph (s) under reply. No cause of action ever accrued to the plaintiff to initiate the present action. On the contrary, the present action is a counter blast and retaliation to the lawful demand of the defendant for recovery of the arrears of the salary/ compensation for the work performed by the defendant.

ANSWERING THE SECOND CAUSE OF ACTION

6. Repeats and re-alleges every answer set forth above in response to the allegations set forth in prior paragraphs of the complaint.

7. In reply to paragraph "18" of the complaint it is submitted that Defendant performed his duties in a loyal, honest and proper manner. But the employer never followed the Rules and Regulations of Immigration & Naturalization and Labor Laws. As per Petition filed with the INS for H-1B, the Plaintiff showed in its Labor Condition

Application, Work Place at Pittsburgh, PA, while the defendant was sent to work at West Orange, New Jersey (Exhibit C). The plaintiff used Pittsburgh, PA to pay less salary in that area. But according to Rules and Regulations, the plaintiff was supposed to get new Labor Condition Application to send the Defendant to work at West Orange, New Jersey at its Client site. The wages in New Jersey at West Orange as per Labor Department are $ 79,872.00 for the same position (See Exhibit D, a letter from the Department of Labor, NJ indicating prevailing wages in New Jersey for the position of Programmer Analyst or Systems Analyst). The plaintiff paid far less amount from due amount to be paid in that area on the basis of its Employment Agreement. Plaintiff also did not paid any salary from December 15, 2000 to February 5, 2001. So the Plaintiff is in gross violation of Immigration and Labor Laws and its Employment Agreement and Note are invalid. In absence of any valid Agreement and Note there is no breach.

8. Denies the allegations contained in the paragraph(s) "19" and "20" of the complaint. No damage has ever occurred to the plaintiff. The plaintiff does not deserve the relief as claimed in the paragraph "19" and "20".

FIRST AFFIRMATIVE DEFENSE

9. The complaint fails to state a cause of action against the defendant as no cause of action ever accrued to the plaintiff.

The present action is only counter blast and retaliation for recovery of the balance payment of defendant services performed for the plaintiff.

SECOND AFFIRMATIVE DEFENSE

10. Lack of personal jurisdiction.

THIRD AFFIRMATIVE DEFENSE

13. Lack of subject matter jurisdiction as the complaint is not properly verified in accordance with the provision of the law, in as much as the verification has not been done by duly authorized officer of the Corporation.

COUNTER CLAIM

AS AND FOR A FIRST CAUSE OF ACTION

14. The defendant worked with the plaintiff from May 16, 2000 to February 5, 2001 at Client sites of the plaintiff in New Jersey. As per Labor laws the wages for the position of Programmer/Analyst in New Jersey are $79, 872.00 per year. The amount due for this period as per prevailing wages is $ 57,685.33.

15. The defendant received payment for only $22,683.87. The defendant is thus entitled for a sum of thirty five thousands and one dollars forty six ($35,001.46) towards balance his salary/ compensation of his services for eight months and 20 days at the rate of $6656.00 per month.

That the defendant made several requests for claim of his salary /compensation of his services as he was not paid since December 15, 2000. The plaintiff failed and neglected to pay arrears in spite of repeated efforts and brought this action to harass the defendant.

16. By reason of the forgoing, defendant is entitled to recover all of his balance of salary/ compensation from the plaintiff in an amount Thirty five Thousands one Dollars and 46 cents ($35,001.46).

AS AND FOR A SECOND CAUSE OF ACTION

17. Defendant, VIJAY SUBRAMANIAN, repeats, reiterates and

realleges each and every allegation contained in the First Cause of Action of this Counter Claim with the same force and effect as if fully set forth herein at length.

18. The defendant performed his duties in a loyal, honest and proper manner. The defendant never breached the contract with the plaintiff. The allegation of breach of contract are false to avoid any due payment of defendant. Plaintiff do not want to pay, if it do not have any project for the defendant, as it had not paid from December 16 till February 5, 2001, when defendant resigned as he is unable to maintain him self in this country with out any salary.

19. That solely by reason of the foregoing, defendant, Vijay Subramanian was rendered sick, hurt and still remains and suffers and will continue to suffer and has suffered great mental anguish and intentional infliction of emotional distress. As a result thereof, defendant has been unable to continue his vocation, all to his damage in the sum of Five hundred thousand ($500,000.00) Dollars.

WHEREFORE, the defendant request the judgment dismissing the Complaint together with order for payment of balance amount of $35,001.46 with interest for services rendered by the defendant for plaintiff on the First Cause of Action; and the defendant, Vijay Subramanian, request the judgment against the plaintiff on the Second Cause of Action in the sum of Five hundred thousand Dollars, together with the cost, disbursement and attorney's fee incurred in connection with the captioned action and further relief as this Court may seem just and proper.

Dated: New York, New York

July 12, 2001

Yours, etc.,
RASTOGI & UNNIKRISHNAN, PLLC

By: K. K. RASTOGI

Attorneys for the Defendant
1170 Broadway, Suite 1101
New York, NY 10001
(212) 481-5604

III. New $500 Fee

When does it go into effect?

The fee is effective for certain petitions received by INS on or after December 1, 1998 and before October 1, 2001.

What types of petitions must have the fee?

The fee must accompany the following types of H-1B petitions: (1) all petitions for "new employment" (whether initial, consecutive, or concurrent employment), and (2) the first extension petition filed by an employer for a particular H-1B employee.

Who must pay?

Under the statute, the employer MUST pay this fee. The employer cannot require or accept reimbursement for the fee from the employee, or risk a $1000 fine.

Is anyone exempt from the fee?

Institutions of higher education and their related or affiliated non-profit entities, other nonprofit research institutions and government research institutions are not required to pay the fee.

Why can't the employee pay?

The Clinton Administration promoted this fee on employers to fund education and training programs for U.S. workers. Since the purpose is to fund training programs that would help to eliminate U.S. employer's reliance on foreign workers, it was felt that the employer should bear the burden.

When is it paid?

The fee is paid at the time of filing the types of petitions described above.

How often is it paid?

The fee must accompany the following types of H-1B petitions: (1) all petitions for "new employment" (whether initial, consecutive, or concurrent employment), and (2) the first extension petition filed by an employer for a particular H-1B employee. Therefore, no single employer would have to pay the fee more than twice for any single H-1B worker.

Where do I send the check? Who is it made out to?

The check is collected by the INS and should be made out to the INS.

Can I put all my fees in one check?

Although the INS is indicating it should be able to accept "all-in-one" checks, because of the requirement that the training fee come only from the employer, we would recommend that attorneys obtain a check directly from the employer for the new fee, and attach it to the petition with a separate check for the filing fee.

What does the money go for?

The majority of the funds will be used by the Department of Labor for training programs for U.S. workers and by the National Science Foundation for scholarships for low-income students in math, engineering and computer science. Six percent of the funds go to DOL for administration and enforcement of the H-1B program, although the Department cannot use any of the funds on enforcement until it has reduced LCA processing time to within the seven-day statutory requirement. Finally, 1.5 percent of the funds will go to INS to reduce processing times for H-1B petitions.

IV. No Benching Rule

What is "benching"?

"Benching" is the colloquial term for temporarily laying off an employee or putting the employee in nonproductive status without pay or with reduced pay during periods of no work. This practice is most common in the service contract industry.

What does this provision prohibit?

This provision prohibits the practice of benching generally. Specifically, it requires an employer who designates an H-1B worker as "full-time" in the H-1B petition to pay that worker full-time wages, regardless of any nonproductive time due to, for example, lack of work, or lack of a required license, or at the discretion of the employer. For H-1B workers designated as part-time, the employer must pay the employee for the number of hours designated on the petition. Finally, the employer is required to begin paying the H-1B nonimmigrant the required wage no later than 30 days after the worker enters the United States pursuant to an approved petition filed by that employer, or no later than 60 days after the date the employee becomes eligible to work for that employer, if the worker is already in the United States.

Whom does it cover?

This provision applies to ALL employers.

When is it effective? When does it sunset?

This provision became effective upon enactment of the H-1B law, and applies to all employers of H-1B workers as of that date. This provision does NOT sunset.

period of effectiveness of the additional attestations applicable only to H–1B-dependent employers and willful violators.

Comments were received from members of Congress, OMB, law firms, information technology industry associations, other industry associations, information technology firms, research firms, other employers of H–1B workers, Federal agencies and individuals. Commenters questioned DOL authority under the ACWIA and/or the Immigration and Nationality Act to impose the paperwork requirements contained in the proposed rule. Further, commenters questioned the DOL burden estimates for these information collections, indicating that the estimates were much too low. Many commenters contended DOL should only require the production of records in an investigation context. One commenter suggested for clarity that DOL provide a check list for H–1B employers indicating which records must be kept, which records are required by other statutes or regulations and where these records must be kept.

Many commenters have fundamental misunderstandings of the nature of the reporting and disclosure requirements proposed in the NPRM. The Department has made every effort in the NPRM and in the Interim Final Rule to limit recordkeeping requirements to documents which are necessary for the Department to ensure compliance, and to documents which are already required by other statutes and regulations or would ordinarily be kept by a prudent businessperson. As a general matter, when reviewing the recordkeeping and disclosure obligations set forth in the regulations, employers should be aware that the regulations distinguish between a requirement to "preserve" or "retain" records if they otherwise exist, and a requirement to "maintain" records whether or not they already exist. A requirement that employers retain, for example, "any" documentation on a particular subject requires only that any such documents be retained if they otherwise exist, but does not require creation of any documents. In addition, the Department points out that where the regulations do not explicitly require public access, the records may be kept in the employer's files in any manner desired; they do not need to be segregated by labor condition application (LCA) or establishment and do not need to be segregated from the records of non-H–1B workers, provided they are promptly made available to the Department upon request in the conduct of an investigation. The Department considers it important to require that such records be maintained, as in other enforcement programs, so that in the event of an investigation, the Department is able to determine compliance or, in the event of violations, to determine the nature and extent of the violations. This can only be accomplished with adequate, accurate records since it is only the employer who is in a position to know and produce the most probative underlying facts. *See Anderson* v. *Mt. Clemens Pottery Co.,* 328 U.S. 680, 687 (1946).

In addition, in the regulations, the Department has limited the documents that must be disclosed to the public to those which the Department has concluded are necessary for a member of the public to be able to determine the employer's obligations and the general contours of how it will comply with its attestation obligations. The regulations on public access files do not require that there be a separate public access file for each LCA or for each worker. Thus, for example, an employer might choose to keep a single public access file with one copy of each of the required documents which are applicable to all LCAs (such as the description of the employer's pay system), and separately clip together those documents which are specific to each LCA.

Nothing in the ACWIA suggests that it intends to deny the Department the usual authority to require recordkeeping as a means of ensuring compliance with an employer's statutory obligations. To the contrary, Section 212(n)(1) specifically requires employers to make the LCA "and such accompanying documents as are necessary" available for public examination. The Department believes that this provision clearly permits the Department to determine what documents must be created or retained by employers to support the LCA. In the absence of such records, the Department is unable to ascertain whether an employer in fact is in compliance or the extent of violations.

In an effort to fully educate the public regarding the H–1B program and its requirements (including paperwork), DOL intends to prepare and make available pamphlets, fact sheets and a small business compliance guide. Further compliance assistance material will be made available on the DOL website. See Section IV.B, below, for an extensive discussion of this public outreach effort. The following is a brief discussion of the paperwork requirements contained in the proposed rule, the public comments on those requirements, the DOL response and the paperwork requirements imposed by this interim final rule. A much more extensive discussion of the issues, including the paperwork requirements, is contained in Section IV of the preamble.

A. Labor Condition Application (§ 655.700)

The process of protecting U.S. workers begins with a requirement that employers file a labor condition application (LCA) (Form ETA 9035) with the Department. In this application the employer is required to attest: (1) That it will pay H–1B aliens prevailing wages or actual wages, whichever are greater—including, pursuant to the ACWIA, the requirement to pay for certain nonproductive time and to provide benefits on the same basis as they are provided to U.S. workers; (2) that it will provide working conditions that will not adversely affect the working conditions of U.S. workers similarly employed; (3) that there is no strike or lockout at the place of employment; and (4) that it has publicly notified the bargaining representative or, if there is no bargaining representative, the employees, by posting at the place of employment or by electronic notification—and will provide copies of the LCA to each H–1B nonimmigrant employed under the LCA. In addition, the employer must provide the information required in the application about the number of aliens sought, occupational classification, wage rate, the prevailing wage rate and the source of the wage rate, and period of employment. Pursuant to the ACWIA, additional attestation requirements become applicable to H–1B-dependent employers and willful violators after promulgation of these regulations. This form, currently approved by OMB under OMB No. 1205–0310, was revised in the NPRM to identify H–1B dependent employers and provide for their attestation to the new requirements. The ACWIA increased the number of H–1B nonimmigrants from 65,000 to 115,000 in fiscal years 1999 and 2000 and to 107,500 in fiscal year 2002. Besides the increase in LCAs filed for these additional workers, by regulation H–1B-dependent employers are required to file new LCAs if they wish to file petitions for new H–1B nonimmigrants or to seek extensions of status for existing workers. The Department estimated in the proposal that 249,500 LCAs are filed annually by 50,000 H–1B employers (dependent and nondependent). The only added LCA burden proposed in the NPRM was for H–1B-dependent employers and willful violators to indicate on the LCA their status and their agreement to the

EMPLOYMENT AGREEMENT
("Agreement")

This Agreement made as of this 19 day of May, 2001 by and between CompSys Technologies, Inc., a corporation organized and existing under the laws of the State of New York and having its principal place of business at 4244 Ridge Lea Road, Suite 3, Amherst, New York 14226, hereinafter called "Employer" and Mr.Subramanian,Vijay an individual having a current address M103/[illegible], 30th cross street,Besant nagar chennai 600090, India, and a future United States address at 3976C Ridge Lea Road, Amherst, New York, hereinafter called "Employee".

PREMISES:

WHEREAS, Employer is engaged in the computer consulting business wherein Employer provides computer consulting to various commercial businesses.

WHEREAS, Employer is engaged in its business in the Western New York region as well as at selected locations around the World. (The area within a one hundred (100) mile radius of any city (or similar discreet locale) in which the Employer is doing business during the term of this Agreement shall hereinafter be called a "Trade Area").

WHEREAS, Employer has or is developing customers in the Trade Areas and has established or is developing trade therein, which Employer services on the basis of confidential proprietary information and other trade secrets that are of great value to Employer.

WHEREAS, Employer has and claims protectable interests in all phases of its business, including, but not limited to, its customer contacts, methods of computing customer price quotations, its goodwill, and its sales and resales to customers, methods of marketing and selling its products and referrals, and its unique business niche and customer mix.

WHEREAS, irreparable injury to Employer would result by Employee's use or disclosure of Employer's method of conducting its business, by Employee's use or disclosure of other secret and confidential information to a competing business, by Employee rendering services in competition with Employer in the Trade Areas, or by Employee soliciting Employer's customers or employees either on behalf of himself or herself or some third party, or by Employee working for an end client/customer or any other entity for which the Employee works or is assigned from the commencement of his/her employment with Employer to his/her separation from employment.

WHEREAS, Employer has invested and will continue to invest significant amounts of time and resources to assist Employee in relocating to the United States, including, but not limited to, transportation, training, living expenses, and fees and expenses in connection with obtaining appropriate work documents.

WHEREAS, Employer desires to employ and/or retain Employee and Employee desires to accept such employment and continue in his or her employment on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Premises, and of Employer's hiring, promotion and/or raise in compensation of Employee, and/or continuation of Employee's employment with Employer and of the mutual covenants and Agreements herein contained, it is agreed as follows:

Employee_____ Employer_____

1. Employment Compensation:

a. Employer employs Employee and Employee accepts employment with Employer on all the terms and conditions of this Agreement. Employee shall be compensated in a manner mutually agreeable to Employee and Employer which compensation may be determined and changed from time to time by Employer as noted herein or in other written Agreements that are dated hereafter and which supercede this Agreement. The employee's initial compensation for services provided hereunder shall be comprised of two parts: Base Pay (of an annual amount of $24,000) + Allowances (of an annual amount of $18,000) both of which will be paid in monthly installments. The pay policy is specifically described in Schedule 1 attached hereto.

b. Employer shall deduct or withhold from salary payments, all amounts which may be required to be deducted or withheld under any Agreement in writing by the Employee or under any applicable law now in effect or which may become effective during the term of this Agreement (including, but not limited to, Social Security contributions and income tax withholding). Thereafter, any changes in Employee's compensation shall be set forth on Schedule 1 attached hereto and made a part hereof by this reference. Whenever the project is terminated for any reason, Employee must report back for duty to Employer's offices at 4244 Ridge Lea Road, Suite 3, Amherst, New York (the "Head Office"), immediately, unless otherwise advised. During such time, when Employee is working at the Head Office, Employer shall provide living accommodations for Employee, such accommodations to be chosen by the Employer, in its sole and exclusive discretion. In such an event, Employee shall reimburse Employer for the accommodation provided by way of payroll deduction in a per diem amount of $25.00 OR at a different rate fixed by Employer from time to time. This salary deduction is for the exclusive and sole benefit of the Employee.

2. Term and Termination:

a. Employee's employment shall begin on 5/19/00 or upon completion of the I-9, Employment Eligibility Verification Form and shall remain in effect for a period of two years from the date of the first project as mentioned in the Employment Verification Form (the "Term"). Upon expiration of the Term, this Agreement may be extended upon terms and conditions to be agreed upon by Employer and Employee. As a courtesy to Employee, Employer shall provide Employee with a cultural orientation program not to exceed one work- week in length Employer shall also provide housing for Employee during this period, such accommodations to be chosen by the Employer in its sole and exclusive discretion. In such an event, Employee shall reimburse Employer for the accommodation provided by way of payroll deduction in a per diem amount of $25.00 or at a different rate fixed by Employer from time to time. This salary deduction is for the exclusive and sole benefit of the Employee.

b. Notwithstanding the provisions set forth in Section 2(a), Employer may discharge Employee at any time for any reason or no reason. If Employer terminates Employee without cause (as "cause" is hereinafter defined), Employer shall give two (2) weeks prior notice of termination, or two weeks of pay at the base pay rate as described in Schedule 1 hereto, the choice of notice or pay is to be made by the Employer in its sole and exclusive discretion. If Employer terminates Employee for cause, such termination may be without notice. If Employee terminates his or her employment, Employee shall give Employer two (2) weeks prior notice of termination. Employee acknowledges that Employer has incurred substantial out-of-pocket expenses in connection with hiring and housing the Employee including, but not limited to, recruitment, travel, relocation and living expenses, training and management costs, costs of lost confidential information and other expenses related to obtaining appropriate work documents for Employee(with the exception of the statutory $500.00 fee (Section 214(c)(9)) imposed on H-1B employers), all in the amount of Fifteen Thousand Dollars ($15,000.00) which the Employee agrees shall constitute liquidated damages and not a penalty. Employee further acknowledges that Employer will be irreparably damaged if Employee terminates this Agreement prior to the end of the Term or is terminated for cause prior to the end of the Term. Therefore, if either Employer terminates Employee for cause prior to the end of the Term or should Employee terminate his or her position with Employer prior to the expiration of the Term, Employee agrees to immediately, upon demand, reimburse Employer for all expenses, liquidated and damages, referred to above including attorney's fees and costs expended by the Employer in the event that this Agreement or any documents executed herewith must be enforced through legal action or otherwise. As security for the payment of these monetary amounts to Employer, Employee agrees to execute a Promissory Note and an Affidavit of Confession of Judgment, as attached herewith as Exhibits A and B respectively.

Employee _____ Employer _____

c. Upon termination of Employee's employment, to the extent that Employer has paid for any personal expense of Employee's (e.g., but not limited to personal long distance telephone calls) without reimbursement, such payment by Employer shall be deemed a cash expense allowance or salary advance which not justified by expense receipts to Employer. Employee agrees and authorizes Employer to deduct and/or offset from Employee's final wages any amount to satisfy or partially satisfy these advances, which were for the sole benefit of the Employee. Notwithstanding the foregoing, Employer also reserves the right to collect from Employee any additional amounts hereunder which are over and above the amount realized through any deduction and/or offset.

d. For purposes of this Agreement, "cause" shall mean (i) a material breach of or substantial failure to perform any obligation of Employee under this Agreement which breach or failure remains uncured for fifteen (15) days after receipt of notice thereof from Employer, (ii) the conviction of Employee of a felony or crime involving moral turpitude, theft, fraud or deceit, (iii) gross negligence or willful and deliberate misconduct of Employee in the performance of his or her duties or (iv) any fraudulent or dishonest act by Employee to Employer.

3. Employment Duties: Employee hereby agrees that he or she will work in any location directed by Employer during the duration of this Agreement. Any refusal to do so will be deemed as a material breach of the Agreement and cause under 2(d) above. During Employee's employment, Employee shall devote so much of his or her business time, skill, energy and attention to the business of Employer, as Employer directs and perform such duties as assigned by Employer. During the time of his or her employment by Employer, Employee covenants and agrees not to engage, directly or indirectly, in any other business, or sell or cause to be sold any merchandise or products or services other than Employer's without the prior written consent of Employer.

4. Employee Covenants: Confidential Information: The parties acknowledge and agree that Employer has legally protectable interests in, among other things, maintaining confidential its business, proprietary and commercial information and trade secrets (including, without limitation, Customer lists, job bidding procedures and pricing/costing methods, trade secrets, pricing information, manufacturer's cost of information, knowledge as to sources, Customer purchasing histories, customer data, formulae, ideas, improvements, inventions, research, computer programs, system documentation, copyrighted or patented information, inventory, profit margin and credit histories or any other information of, about or concerning the business of Employer, its manner of operation, its plans, processes or other data of any kind, nature or description without regard to whether any or all of the foregoing matters would be deemed confidential material or important (the "Confidential Information"). Therefore:

a. Employee covenants and agrees that at no time will Employee use, cause to be used or permit to be used any Confidential Information of Employer for any purpose other than in connection with Employee's duties hereunder.

b. Employee covenants and agrees that, except as necessary in the performance of his or her duties, at no time will Employee directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any Confidential Information of any kind, nature or type. Employee acknowledges and agrees the Confidential Information is confidential and gravely affects the successful conduct of the business of Employer and its goodwill, and that any breach of the terms of this Section shall be deemed a material breach of this Agreement.

5. Return of Information: Upon Employee's termination of employment by either party, all tangible items comprising the Confidential Information, (including, but not limited to, all sales and operation catalogues, manuals, price lists, and pricing information, customer list, customer purchasing histories, customer contracts, sale lists, employee lists, technology, software source codes, programs, marketing plans, development plans, inventions, computer data, copies of invoices, mailing lists and all other trade secrets of every kind and character) and all other written materials of any kind whatsoever acquired by Employee from or relating to Employer whether originals, copies, notes, abstracts, or facsimiles thereof or therefrom, shall immediately be returned to Employer by Employee.

Employee _____ Employer _____

6. **Employee Covenants: Non-Competition:** The parties acknowledge and agree that Employer has legally protectable interests in, among other things, its goodwill, sales and resales to customers and referrals, and its unique business niche. Therefore, during Employee's employment and for a period of twenty four (24) months thereafter, whether termination of employment is occasioned by Employer, Employee or by mutual Agreement, or whether Employee is terminated with or without cause, Employee covenants and agrees not to directly or indirectly, within the geographical limits of any Trade Area, for himself or herself or on behalf of any other enterprise, person, persons, firm, partnership, corporation or company; (i) own, manage, operate, join, control, be employed by, participate in or consult with the ownership, management, operation or control of, or be connected in any manner with any business of the type and character of business engaged in by Employer, (ii) compete with Employer in the Trade Areas in the conduct of Employer's business, or engage or participate directly or indirectly in any business or businesses conducting activities in the Trade Areas, which are substantially similar to, or directly or indirectly competitive with, the business conducted by Employer, (iii) solicit or attempt to solicit the business or patronage of any firm, firms, corporations, factory sales agency, companies or partnerships trading within the Trade Areas for the purpose of selling any service or merchandise similar to, or directly or indirectly competitive with, those sold by Employer, (iv) perform such other incidental business and services that are engaged in by Employer, or (v) perform similar work as an employee or otherwise for any entity that the Employee worked for or was associated with during his or her employment with the Employer, including, but not limited to, the "end client", the end client's clients, or any other entities prior to or in connection with the end client.

7. **Employee Covenants: Non-Solicitation:** The parties acknowledge and agree that Employer has a legally protectable interest in, among other things, its Customer contacts, goodwill and unique customer mix, and therefore, during Employee's employment and for a period of twenty four (24) months thereafter, whether termination of employment is occasioned by Employer, Employee or by mutual Agreement, or whether Employee is terminated with or without cause, Employee covenants and agrees not to directly or indirectly, for himself or herself or on behalf of any other enterprise, person, persons, firm, partnership, corporation or company (i) solicit or cause to be solicited, or recruit or cause any other person to recruit, any employee of Employer, (ii) call upon, solicit, divert or attempt to divert any Customer of Employer for the purpose of obtaining its or their patronage, or solicit or sell to any such customer any service or merchandise that is the same or substantially the same as the service and merchandise and products sold by Employer, or (iii) call upon, solicit or sell to any Customer of Employer on behalf of any firm, corporation, company, individual, partnership, group organization or enterprise selling their service or products in direct or indirect competition with Employer or others in a business similar to Employer's. "Customer(s)" shall mean any individual, corporation, partnership, business or other entity, whether for-profit or not-for-profit (i) whose existence and business is known to Employee as a result of Employer's access to the company's customer lists or customer account information; or (ii) that is a business entity or individual with whom the Company has contracted or negotiated during the two (2) year period preceding the termination of Employee's employment.

8. **Work Product:**

a. Employee and Employer agree that each discovery, idea, invention, market opportunity, work of authorship, computer program and other work product and creative work, developed, authored or compiled by Employee, whether individually or jointly with other persons, (including, but not limited to, any such work product that may be protected as a copyright, patent or trademark) in connection with the performance of his or her duties to Employer pursuant to this Agreement or otherwise relating to any business now or hereafter undertaken by Employer, and each document, model and other tangible item relating to such discovery, idea, invention and other work product as well as all improvements and additions to such work product, whether made during the term of this Agreement or after its termination, (collectively "Work Product") shall be "work made for hire" pursuant to Title 17, Section 101 of the United States Code and as such shall be the sole and exclusive property of Employer, and Employee shall not have any right, title or interest in such Work Product. Employer shall have the right, in its sole discretion, to copyright any Work Product or take any other actions it shall desire with respect to such Work Product.

b. To the extent applicable law provides that any Work Product belongs to Employee rather than Employer notwithstanding paragraph (a) of this Section, Employee grants to Employer an exclusive, perpetual and transferable license to copy, exploit, modify, sublicense or otherwise use such Work Product in its sole discretion for no consideration other than that which is given in connection with this Agreement.

Employee _____ Employer _____

c. Employee shall (a) assign to Employer (i) all of Employee's right, title and interest in all Work Product, (ii) each application for a copyright, patent or trademark that is filed anywhere in the world with respect to any Work Product and (iii) each copyright, patent and trademark registration that is granted anywhere in the world with respect to any Work Product and (b) execute and deliver to Employer each document, instrument and other writing, and take each other action, requested by Employer (including, but not limited to, preparing any copyright, patent, or trademark application) in order to assist Employer in protecting its interest in any Work Product. Such obligations shall continue beyond the termination of employment or this Agreement, and such obligations are binding upon the Employee's assigns, executions, administrators and other legal representatives.

d. Disclosure of Other Discoveries, Ideas and Inventions/Assignment of Patents. Employee shall disclose promptly to the Company, and all work product, inventions, discoveries, artistic works, designs, products, processes, details of ideas, compilations of data, algorithms, computer codes in both source code and object code and computer programs (collectively the "Work Product"), together with all improvements, authored, conceived or made by Employee during the period of employment and related to the business or activities of the Company, solely or jointly with others, which is related to the lines of business, work or investigation of the Company at the time of such discovery, idea or invention or which results from, or is suggested by, any work which the Employee may do for or on behalf of the Company. All such work product, inventions, discoveries and improvements shall remain the sole and exclusive property of the Company, whether patentable or not. In the event that Employee is unable or unwilling to execute any documents as reasonably required to protect the work product and to file copyright, patent, integrated circuit topography, and/or patent applications, Employee hereby irrevocably appoints the President of the Company, or her designee, as Employee's attorney to execute such documents on Employee's behalf. All such work product and improvements thereto shall remain in the sole and exclusive property of the Company, whether patentable or not.

e. No Viruses. Employee agrees that the work product shall not contain any virus or other harmful code.

f. Employee acknowledges that the consideration to be received pursuant to this Agreement is full and adequate consideration for the agreements and restrictions set forth in this Section.

9. Employee Representation: Employee represents and warrants that he or she is not a party to any employment Agreement, confidentiality Agreement, non-solicitation Agreement, non-competition Agreement or the like with any other individual, groups of individuals, firm, organization, partnership, corporation, company or other business enterprise which does or could prohibit Employee from accepting employment with Employer or performing any duties for Employer. In the event such representation of Employee proves to be untrue, then Employee will be deemed to have materially breached this Agreement and will be subjected to termination by Employer for cause. Employee certifies that all information provided by him or her for gaining employment with Employer is true and complete to the best of his or her knowledge. Employee understands that false or misleading information given in any interview or any resume application may result in discharge for cause. In such an event, Employer may avail itself of the remedies against Employee as set out in paragraph 10 hereof.

10. Remedies: Employee acknowledges that any breach, violation or evasion by him or her of the terms of this Agreement will result in immediate and irreparable injury and harm to Employer and will cause damage to Employer in amounts difficult to ascertain and for which remedies at law may be inadequate. Thus, the Employee has guaranteed liquidated damages. In the event of any breach, violation or evasion by Employee of this Agreement, therefore, Employer shall also be entitled to pursue any lawful remedies whether at law or in equity, including but not limited to the remedies of injunction and specific performance or either or both of such remedies. Any remedy pursued by Employer in the event of a breach, violation or evasion by Employee of this Agreement shall be deemed to be cumulative in nature, and the exercise by Employer of one or more of the remedies shall not be deemed to preclude the exercise of any others. In the event of any breach, violation or evasion of this Agreement by Employee, Employee agrees to pay all costs of Employer to enforce or protect Employer's rights, including all reasonable attorney's fees and court costs. To the extent that any breach, violation or evasion of this Agreement by Employee causes damages, Employee agrees to pay prejudgment interest on said damages at the annual rate of ten percent (10%) or the highest lawful rate, whichever is lower.

Employee _____ Employer _____

11. **Severability:** If any term or provision of this Agreement hereof or the application thereof to any on or circumstance shall, to any extent be deemed or declared invalid or unenforceable, then such invalid or nforceable term or provision shall be interpreted and enforced to the extent such term or provision is valid and rceable, and all other terms and provisions of this Agreement shall remain in full force and effect except for unenforceable or invalid term, provision or application.

12. **Entire Agreement; Modification:** This Agreement constitutes the entire Agreement by and een the parties hereto with respect to the transaction contemplated. The provisions of this Agreement herein rsede all prior understandings or Agreements by and between the parties. No oral modification hereof shall nding upon the parties, and any modification shall be in writing and signed by the parties.

13. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties o, and their respective heirs, devisees, personal representatives, successors, and assignees. Employee shall ssign or delegate this Agreement without Employer's prior written consent.

14. **No Waiver:** Failure by Employer or Employee to insist upon or enforce any of their rights shall not itute a waiver thereof, and nothing shall constitute a waiver of Employer's or Employee's right to insist upon compliance with the provisions thereof. No express or implied consent to or waiver of any breach or default performance of the same or any other obligation hereunder shall be effective unless in writing. Any waiver her party of any right or remedy under this Agreement shall be limited to the specific instance and shall not tute a waiver of such right or remedy in the future.

15. **New York State Law:** This Agreement shall be governed, construed and enforced under the f the State of New York, without regard to principles of conflicts of laws. The parties expressly consent to ve jurisdiction as appropriate in either the United States District Court for the Western District of New York, liction in the New York State Supreme Court located in Erie County.

16. **Employee Understanding:** Employee: (a) has read and understands all the terms and s of this Agreement, (b) is twenty one (21) years old or older, (c) executes this Agreement of his or her will intending to be bound by this Agreement and (d) agrees that his or her age and capabilities are such sources of employment and commercial activities remaining available to him or her in light of the s placed upon him or her by this Agreement, including but not limited to those contained in paragraph 6 not unduly restrict him or her from supporting himself or herself and his or her family and it is mutually d and agreed by and between the parties that the covenants contained in paragraphs 3, 4, 5, 6, 7, 8, 9 fair, reasonable and are required to protect the legitimate business interests of Employer.

Notices: All notices and other communications provided for hereunder shall be in writing and mailed, telegraphed, telecopied or delivered to the address of Employer or Employee set forth at the beginning of this Agreement or to any other address as may be specified by such party in a written notice delivered pursuant to this Section. If a notice or communication is mailed or sent in the manner provided above within the time prescribed, it is duly given.

Employer_____

18. Employment Dispute Settlement Procedure-Waiver of Rights. In consideration of the Employer employing Employee and the wages and benefits provided under this Agreement, Employee and the Employer each agree that, in the event either party (or its representatives, successors or assigns) brings an action in a court of competent jurisdiction relating to Employee's recruitment, employment with, or termination of employment from the Employer, the plaintiff in such action agrees to waive his, her or its right to a trail by jury, and further agrees that no demand request or motion will be made for trail by jury.

In consideration of the Employer employing Employee, and the wages and benefits provided under this Agreement, Employee further agrees that, in the event that Employee seeks relief in a court of competent jurisdiction for a dispute covered by this Agreement, the Employer may, at any time within 60 days of the service of Employee's complaint upon the Employer, at its option, require all or part of the dispute to be arbitrated by one arbitrator in accordance with the rules of the American Arbitration Association. Employee agrees that the option to arbitrate any dispute is governed by the Federal Arbitration Act, and is fully enforceable. Employee understands and agrees that, if the Employer exercises its option, any dispute arbitrated will be heard solely by the arbitrator, and not by a court. The Employer agrees to pay the fees and expenses relating to arbitration, except those related to Employee" legal fees.

This pre-dispute resolution agreement will cover all matters directly or indirectly related to Employee's recruitment, employment or termination of employment by the Employer, including, but not limited to, claims involving laws against any form of discrimination whether brought under federal and/or state law, and/or claims involving co-employees but excluding Worker's Compensation Claims.

THE RIGHT TO A TRIAL, AND TO A TRIAL BY JURY, IS OF VALUE. YOU MAY WISH TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. IF SO, TAKE A COPY OF THIS AGREEMENT WITH YOU. HOWEVER, YOU WILL NOT BE OFFERED EMPLOYMENT UNDER THIS AGREEMENT UNTIL THIS AGREEMENT IS SIGNED AND RETURNED BY YOU.

19. Headings: Headings used herein are for convenience purpose only and are not deemed to be substantive in nature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COMPSYS TECHNOLOGIES, INC.

Malini Sridhar, Ph. D.,
President

DATE:

EMPLOYEE

Mr. Subramanian, Vijay

DATE: 5/16/01

Sworn before me this 16th day of May, 2001

Employee

Employer

TAMMY KUTCH
NOTARY PUBLIC, STATE OF NEW YORK

Schedule 1

Employee Compensation Schedule

The Employer's pay policy can be described with regards to two different time periods:

a. Project-period: This is the productive period wherein the Employees will be paid in full their *base pay* and *allowances*.

b. Period between Projects: This is a *non-productive* period wherein the Employees will be paid at the rate of *base pay*.

This Employee Compensation Schedule is affixed to that Employment Agreement dated 5/19/01, and made a part thereof as set forth in paragraph 1 of said Employment Agreement.

c. Disability or Death: In the event Employee suffers from a disability (defined as any illness which precludes employee from working more than one hundred and twenty (120) consecutive days or at least one hundred and eighty-three (183) days within any twelve (12) month period), Company may terminate this Agreement. This Agreement shall terminate upon Employee's death. Upon either such occurrence, Company shall pay to Employee (or Employee's estate, as the case may be) all salary and bonuses earned by actual work to the date of termination of this Agreement. Base pay or allowances will not be paid during an Employee's disability. Employee expressly recognizes that the Employee's covenants herein shall survive Employee and be binding upon Employee or Employee's Estate.

d. Voluntary Absence: This is a *non-productive* period when the Employee will not receive either base pay or allowances. This section applies when the Employee takes a voluntary Leave of Absence or under circumstances rendering the individual unable to work, such as in sub-paragraph (c) above. (i.e., a disability from the first day of such disability)

Date	Employer Initial	Employee Initial	Compensation		
			Base pay	Allowances	Total

Employee _____ Employer _____

...ondition Application
...1B Nonimmigrants

U.S. Department of Labor
Employment and Training Administration
U.S. Employment Service

MAR 0 1 1999

OMB Approval No.: 1205-0310
Expiration Date: 11-30-97

1. Legal Name of Employer COMPSYS TECHNOLOGIES, INC.	5. Employer's Address (No., Street, City, State, and ZIP Code) 4244 RIDGE LEA ROAD, SUITE #3 AMHERST NY 14226
2. Federal Employer I.D. Number 16-1455379	
3. Employer's Telephone No. (716)838-3558	6. Address Where Documentation is Kept (If different than Item 5)
4. Employer's FAX No. (716)838-3563	

7. OCCUPATIONAL INFORMATION (Use attachment if additional space is needed) PROGRAMMER ANALYST

(a) Three-digit Occupational Group Code (From Appendix 2): 030 (b) Job Title (Check Box if Part-Time): ☐

(c) No. of H-1B Nonimmigrants	(d) Rate of Pay	(e) Prevailing Wage Rate and its Source (see instructions)	(f) Period of Employment From	To	(g) Location(s) Where H-1B Nonimmigrants Will Work (see instructions)
$	$ 36,000/YR	$ 37,024/YR ☒ SESA ☐ Other:	3/15/99	3/14/02	Pittsburgh, PA
	$	$ ☐ SESA ☐ Other:			

8. EMPLOYER LABOR CONDITION STATEMENTS (Employers are required to develop and maintain documentation supporting labor condition statements 8(a) and 8(d). Employers are further required to make available for public examination a copy of the labor condition application and necessary supporting documentation within one (1) working day after the date on which the application is filed with DOL. Check each box to indicate that the employer will comply with each statement.)

☒ (a) H-1B nonimmigrants will be paid at least the actual wage level paid by the employer to all other individuals with similar experience and qualifications for the specific employment in question or the prevailing wage level for the occupation in the area of employment, whichever is higher.

☒ (b) The employment of H-1B nonimmigrants will not adversely affect the working conditions of workers similarly employed in the area of intended employment.

☒ (c) On the date this application is signed and submitted, there is not a strike, lockout or work stoppage in the course of a labor dispute in the occupation in which H-1B nonimmigrants will be employed at the place of employment. If such a strike or lockout occurs after this application is submitted, I will notify ETA within 3 days of the occurrence of such a strike or lockout and the application will not be used in support of petition filings with INS for H-1B nonimmigrants to work in the same occupation at the place of employment until ETA determines the strike or lockout has ceased.

☒ (d) A copy of this application has been, or will be, provided to each H-1B nonimmigrant employed pursuant to this application, and, as of this date, notice of this application has been provided to workers employed in the occupation in which H-1B nonimmigrants will be employed: (check appropriate box)

☐ (i) Notice of this filing has been provided to bargaining representative of workers in the occupation in which H-1B nonimmigrants will be employed; or

☒ (ii) There is no such bargaining representative; therefore, a notice of this filing has been posted and was, or will remain, posted for 10 days in at least two conspicuous locations where H-1B nonimmigrants will be employed.

9. DECLARATION OF EMPLOYER. Pursuant to 28 U.S.C. 1746, I declare under penalty of perjury that the information provided on this form is true and correct. In addition, I declare that I will comply with the Department of Labor regulations governing this program, and, in particular, that I will make this application, supporting documentation, and other records, files and documents available to officials of the Department of Labor, upon such official's request, during any investigation under this application or the Immigration and Nationality Act.

Dr. Malini Sridhar, President — Name and Title of Hiring or Other Designated Official

Malini — Signature

3/1/99 — Date

Complaints alleging misrepresentation of material facts in the labor condition application and/or failure to comply with the terms of the labor condition application may be filed with any office of the Wage and Hour Division of the United States Department of Labor.

AN APPLICATION CERTIFIED BY DOL MUST BE FILED IN SUPPORT OF AN H-1B VISA PETITION WITH THE INS.

FOR U.S. GOVERNMENT AGENCY USE ONLY: By virtue of my signature below, I acknowledge that this application is hereby certified and will be valid from 3/15/99 through 3/14/2003

Richard E. Pamat — Signature and Title of Authorized DOL Official

0330-5555 — ETA Case No.

MAR 12 1999 — Date

Subsequent DOL Action: Suspended _____ (date) Invalidated _____ (date) Withdrawn _____ (date)

The Department of Labor is not the guarantor of the accuracy, truthfulness or adequacy of a certified labor condition application.

U.S. Department of Justice
Immigration and Naturalization Service

OMB No. 1115-0168

Petition for a Nonimmigrant Worker

START HERE - Please Type or Print

Part 1. Information about the employer filing this petition.

If the employer is an individual, use the top name line. Organizations should use the second line.

Family Name	Given Name	Middle Initial

Company or Organization Name: CompSys Technologies, Inc.

Address - Attn: Suresh ramalingam, Operations Manager

Street Number and Name	Apt. #
4244 Ridge Lea Road, Suite #3	

City	State or Province	Zip/Postal Code
Amherst	NY	14226

Country: USA

IRS Tax #: 16-1455379

Part 2. Information about this Petition.

(See instructions to determine the fee)

1. **Requested Nonimmigrant classification:** (write classification symbol at right) H-1B
2. **Basis for Classification** (check one)
   - a. ☒ New employment
   - b. ☐ Continuation of previously approved employment without change
   - c. ☐ Change in previously approved employment
   - d. ☐ New concurrent employment
3. **Prior Petition.** If you checked other than "New Employment" in item 2 (above) give the most recent prior petition numbers for the worker(s):
4. **Requested Action:** (check one)
   - a. ☒ Notify the office in Part 4 so the person(s) can obtain a visa or be admitted (NOTE: a petition is not required for an E-1, E-2, or R visa)
   - b. ☐ Change the person(s) status and extend their stay since they are all now in the U.S. in another status (see instructions for limitations). This is available only where you check "New Employment" in item 2, above.
   - c. ☐ Extend or amend the stay of the person(s) since they now hold this status.
5. **Total number of workers in petition:** One

(See instructions for where more than one worker can be included)

Part 3. Information about the person(s) you are filing for.

Complete the blocks below. Use the continuation sheet to name each person included in this petition.

If an entertainment group, give their group name.

Family Name	Given Name	Middle Initial
Subramanian	Vijay	

Date of Birth (Month/Day/Year)	Country of Birth
1/5/75	India

Social Security #	A #
Nil	Nil

If in the United States, complete the following:

Date of Arrival (Month/Day/Year)	I-94 #
Nil	Nil

Current Nonimmigrant Status	Expires (Month/Day/Year)
Nil	Nil

FOR INS USE ONLY

Returned	Receipt

Resubmitted

Reloc Sent

Reloc Rec'd

Interviewed
- ☐ Petitioner
- ☐ Beneficiary

Class:
# of Workers:
Priority Number:
Validity Dates: From
To

- ☐ Classification Approved
  - ☐ Consulate/POE/PFI Notified
  - At:
  - ☐ Extension Granted
  - ☐ COS/Extension Granted

Partial Approval (explain)

Action Block

To be Completed by Attorney or Representative, if any

- ☐ Fill in box if G-28 is attached to represent the applicant

VOLAG#

ATTY State License #

Continued on back.

Part 4. Processing Information

a. If the person named in Part 3 is outside the U.S. or a requested extension of stay or change of status cannot be granted, give the U.S. consulate or inspection facility you want to be notified if this petition is approved.

Type of Office (check one): ☒ Consulate ☐ Pre-flight Inspection ☐ Port of Entry

Office Address (City): Chennai, India — U.S. State or Foreign Country:

Person's Foreign Address: M 103/15, 30th Cross Street, Besant Nagar — Chennai — Tamil Nadu — India — 600090

b. Does each person in this petition have a valid passport?	☐ Not required to have passport	☐ No - explain on separate paper	☒ Yes
c. Are you filing any other petitions with this one?	☒ No	☐ Yes - How many?	
d. Are applications for replacement/initial I-94's being filed with this petition?	☒ No	☐ Yes - How many?	
e. Are applications by dependents being filed with this petition?	☒ No	☐ Yes - How many?	
f. Is any person in this petition in exclusion or deportation proceedings?	☒ No	☐ Yes - explain on separate paper	
g. Have you ever filed an immigrant petition for any person in this petition?	☒ No	☐ Yes - explain on separate paper	
h. If you indicated you were filing a new petition in Part 2, within the past seven years has any person in this petition:			
1) ever been given the classification you are now requesting?	☒ No	☐ Yes - explain on separate paper	
2) ever been denied the classification you are now requesting?	☒ No	☐ Yes - explain on separate paper	
i. If you are filing for an entertainment group, has any person in this petition not been with the group for at least 1 year?	☒ No	☐ Yes - explain on separate paper	

Part 5. Basic information about the proposed employment and employer.

Attach the supplement relating to the classification you are requesting.

Job Title: Programmer Analyst

Nontechnical Description of Job: See Employer's Attached Letter

Address where the person(s) will work if different from the address in Part 1.: Pittsburgh, PA

Is this a full-time position? ☐ No - Hours per week ☒ Yes

Wages per week or per year: $24,000-Base + $16000-Allowance

Other Compensation (Explain): Medical Insurance — Value per week or per year: $150/month

Dates of intended employment From: 5/30/99 To: 4/29/02

Type of petitioner - check one: ☐ U.S. citizen or permanent resident ☒ Organization ☐ Other - explain on separate paper

Type of business: Software Development & Consulting

Year established: 1994

Current number of employees: 19

Gross Annual Income: 950096

Net Annual Income: 7,590

Part 6. Signature.

Read the information on penalties in the instructions before completing this section.

I certify, under penalty of perjury under the laws of the United States of America, that this petition, and the evidence submitted with it, is all true and correct. If filing this on behalf of an organization, I certify that I am empowered to do so by that organization. If this petition is to extend a prior petition, I certify that the proposed employment is under the same terms and conditions as in the prior approved petition. I authorize the release of any information from my records, or from petitioning organization's records, which the Immigration and Naturalization Service needs to determine eligibility for the benefit being sought.

Signature and title	Print Name	Date
Operations Manager	Suresh Ramalingam	5/11/1999

Please note: If you do not completely fill out this form and the required supplement, or fail to submit required documents listed in the instructions, then the person(s) filed for may not be found eligible for the requested benefit, and this petition may be denied.

Part 7. Signature of person preparing form if other than above.

I declare that I prepared this application at the request of the above person and it is based on all information of which I have knowledge.

Signature	Print Name	Date
Chandler B Sharma	Chandler B. Sharma	5/13/99

Firm Name and Address: Smith, White, Sharma & Halpern Attorneys at Law
1126 ponce de Leon Avenue, Atlanta, GA 30306

OMB No. 1115-0168

U.S. Department of Justice
Immigration and Naturalization Service

H Classification
Supplement to Form I-129

Name of person or organization filing petition: CompSys Technologies, Inc.

Name of person or total number of workers you are filing for: Vijay Subramanian

List the alien's and any dependent family members' prior periods of stay in H classification in the U.S. for the last six years. Be sure to list only those periods in which the alien and/or family members were actually in the U.S. in an H classification. If more space is needed, attach an additional sheet.

Classification sought (check one):

- ☐ H-1A Registered Professional nurse
- ☒ H-1B1 Specialty occupation
- ☐ H-1A2 Exceptional services relating to a cooperative research and development project administered by the U.S. Department of Defense
- ☐ H-1B3 Artist, entertainer or fashion model of national or international acclaim
- ☐ H-1B4 Artist or entertainer in unique or traditional art form
- ☐ H-1B5 Athlete
- ☐ H-1BS Essential support personnel for H-1B entertainer or athlete
- ☐ H-2A Agricultural worker
- ☐ H-2B Nonagricultural worker
- ☐ H-3 Trainee
- ☐ H-3 Special education exchange visitor program

Section 1. Complete this section if filing for H-1A or H1B classification.

Describe the proposed duties
See Attached Letter

Alien's present occupation and summary of prior work experience
See Attached resume

Statement for H-1B specialty occupations only:
By filing this petition, I agree to the terms of the labor condition application for the duration of the alien's authorized period of stay for H1-B employment

Petitioner's Signature Suresh Ramalingam Date 5/11/1999

Statement for H-1B specialty occupations and DOD projects:
As an authorized official of the employer, I certify that the employer will be liable for the reasonable costs of the return transportation of the alien abroad if the alien is dismissed from employment by the employer before the end of the period of the authorized stay.

Signature of authorized official of employer Suresh Ramalingam Date 5/11/1999

Statement for H1-B DOD projects only:
I certify that the alien will be working on a cooperative research and development project under a reciprocal Government-to-Government agreement administered by the Department of Defense.

DOD project manager's signature Date

Section 2. Complete this section if filing for H-2A or H-2B classification.

Employment is: (check one)
- ☐ Seasonal
- ☐ Peakload
- ☐ Intermittent
- ☐ One-time occurrence

Temporary need is: (check one)
- ☐ Unpredictable
- ☐ Periodic
- ☐ Recurrent Annually

Explain your temporary need for alien's services (attach a separate paper if additional space is needed).

Continued on back.

STATE OF NEW JERSEY * DEPARTMENT OF LABOR *ALIEN LABOR CERTIFICATION
P O BOX 053 * TRENTON, NJ 08625-0053 ANSWERING MACHINE # 609-984-3520

THIS APPLICATION WILL BE
INACTIVATED IF A RESPONSE
IS NOT POSTMARKED ON OR
BEFORE: 07/27/2001

CASE # OR #'s [redacted]
ALIEN(s): [redacted]

[redacted]

VINAYAK RAMPALLI
COMPUNNEL SOFTWARE GROUP INC
[redacted]

ADDITIONAL INFORMATION OR CHANGES ARE NEEDED.

THE EMPLOYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) IS: _____

(All employers have this with their unemployment records.) (This number is needed before a job order can be entered.)

WE ARE ENCLOSING THE FOLLOWING FORMS:
750A's (Sent to Lawyer/Agent, if any listed above.)
Any amendments to the 750 A, 750 B or other original documents must be **initialed and dated** by the original signer.

Please return these and **ALL pages** of our correspondence with your reply include the case number and the company name in your response. The name of the case manager must be on both the letter and on the ENVELOPE.

You must respond to each issue. Send all requested items back at the same time. This office will not honor or respond to partial returns. If the response is UNTIMELY or INCOMPLETE, the alien's FILING DATE (priority date) will be CANCELLED and the application returned to you in accordance with Federal Regulation 20 CFR 656.21 (h). If the application is resubmitted, a new filing date will be assigned.

06/12/2001 CASE MANAGER: JUNE SWANN

1. FORM 750-A # 12. The wage offer indicated on the application is below the prevailing wage. Prevailing wage is $79872.00 per Year and $57.60 per hour for overtime. This is the OES WAGE RATE. Failure to offer to pay the prevailing wage is grounds for denial of the application by the Certifying Officer. To increase your wage offer, you must amend the forms, and the employer must initial and date the changes on each form. If you wish to use an alternate survey, see attached. If you are considering changes in the job description which will result in a new DOT code, for anything other than removing a combination of duties, please note that any change which results in a new DOT title will also result in a new priority date being assigned and your case being placed in the backlog.

2. You have posted the position below prevailing wage and/or with restrictive requirements. If the employer does not wish to withdraw his waiver request, he may re-post the position as amended and submit a copy of the posting together with a signed and dated statement of the dates posted and the results.

3.

AFFIDAVIT OF SERVICE BY MAIL

State of New York)
County of New York) ss.:

K. Krishna Rastogi, being duly sworn and deposes and says, that deponent is not a party to this action, is over 18 years of age and resides in South Plainfield, New Jersey.

On July 16, 2001, deponent caused to serve, by U. S. First Class Certified Mail, the within Answer upon the Plaintiffs attorney at the attorneys address designated as:

Ginger D. Schroder, Esq.
BUCHANAN INGERSOLL P.C.
1100 Main Place Tower
350 Main Street
Buffalo, NY 14202

K. Krishna Rastogi

Sworn to before me on this
16th. day of July, 2001

NOTARY PUBLIC

SRINIVASA JONNALAGADDA
Notary Public - State of New York
NO. 02JO6003071
Qualified in New York County
My Commission Expires 02/23/02