

73104-1

Received
Washington State Supreme Court
73104-1
AUG 20 2014
Ronald R. Carpenter
Clerk

**THE SUPREME COURT
OF THE STATE OF WASHINGTON**

THE BOEING COMPANY,

Plaintiff,

vs,

PRENTISS B. DAVIS, pro se

Defendant,

73104-1
WA Supreme Court No. ~~90168-6~~
WA Supreme Court No. ~~90208-9~~
Snohomish County Superior
Court No. 13 2 07139 6

STATEMENT OF GROUNDS FOR
DIRECT REVIEW BY THE
SUPREME COURT
Appellant's Brief
DATED: APRIL 24, 2014

INTRODUCTION

1. The Defendant, PRENTISS B. DAVIS, pro se, is seeking direct review of The Superior Court of the State of Washington in and for the County of Snohomish Jury Trial decision dated April 10, 2014 to be reviewed by the WA Supreme Court discretionary review. Final Judgment was entered on April 10, 2014 (see "NOTICE OF APPEAL" dated May 13, 2014). The Defendant is seeking a WA Supreme Court discretionary review of the initial August of 2006 Plaintiff, The Boeing Company's (Boeing), "classification" of the Defendant as a Payloads Engineer "Class 1". During the Superior Court proceedings prior to and including this Superior Court Trial, Boeing/Court illegally reclassified the Defendant's "classification" to a Payloads Engineer "Class 2" when hired by Boeing in August of 2006. This illegal reclassification allows Boeing to pay only ~\$16K (for the "Class 2") per the WA Insurance Laws in penalties for the Defendant's severe lower back injury in a Boeing turnstile on February 5, 2007 vs. hundreds of thousands of dollars or more in penalties as a Payloads Engineer (for "Class 1"). This illegal reclassification denies the Defendant of his local, state and federal, U.S. Constitutional Title VII of the Civil Rights Act and Americans for Disabilities Rights to compensation for the permanent mental, physical and economic hardships Boeing has inflicted on the Defendant. The Defendant currently resides at 7684 Estate Avenue, Hudson, OH 44236. Of note, the Defendant still suffers from excruciating lower back pain as a result of the February 5, 2007 Boeing turnstile lower back injury; hence, the Defendant still has serious mobility problems and unable to lay flat on his back and erect himself from a fall without outside assistance since his lower back injury in a Boeing turnstile dated February 5, 2007.

2. The Defendant requests that The Superior Court's Jury Verdict and Special Verdict Form strike the illegal "Class 2" option from the Boeing classification of the Defendant

when the Defendant hired into Boeing in August of 2006. The Defendant respectfully requests that The Supreme Court of The State of Washington allow the following responses to be entered into the Court's records. The Defendant filed an injury claim with The Washington Department of Labor and Industries (Claim #789CN214023/Self-Insured SC95397). The Plaintiff, The Boeing Company, will be designated "Boeing" within this response. The Defendant has returned home with severe aggravated chronic lower back pain, and will not be able to attend The Supreme Court of The State of Washington proceedings.

3. The Defendant is (1) not aware of the Court's legal definition of "Permanent Partial Disability" as presented to the jury relevant to The Defendant, (2) unaware that this definition was presented to the jury at all, and (3) has been unable to locate the Court's legal definition of "Permanent Partial Disability" associated with the Defendant's "pre-existing level" relative to the Court's "Category in Instruction 14" associated with "Class" 1, 2, or 3. These were unqualified statements from the Court regarding The Defendant directed to the Jury that made it impossible for the Jury to choose Class 1 associated with "Permanent Partial Disability" and The Defendant's "pre-existing level" prior to The Defendant's injury in a Boeing turnstile as recorded on February 5, 2007. The Defendant asked the Court to throw out the Class 2 designation with no success. The Defendant was not evaluated by anyone prior to The Defendant's injury in a Boeing turnstile as recorded on February 5, 2007. The Defendant's "Permanent Partial Disability" and "pre-existing level" were never evaluated and were never established by professionals prior to the Boeing turnstile injury. The Defendant's Civil Rights have illegally been denied to the Defendant. The Court falsely defined the Defendant's as a disease. The Defendant has been singled out, and has been illegally reclassified by the Court / Boeing / Board of Industrial Insurance's definition of The Defendant's physical conditions prior to his Boeing turnstile lower back injury dated February 5, 2007. This "reclassification" was used after he was injured in a Boeing turnstile as recorded on February 5, 2007 as an ex post facto rule. Of note, cerebral palsy (CP) victims include those who show no outward CP symptoms, and those who are unaware that they are afflicted with CP. No two CP(s) are the same. Under the Industrial Insurance Act, the Board of Industrial Insurance Appeals has declared that The Defendant has Cerebral Palsy with Spasticity. But the Board of Industrial Insurance Appeals failed to note that The Defendant did not suffer from excruciating lower back pain nor any lower back pain prior to The Defendant's lower back injury in a Boeing turnstile dated February 5, 2007. Cerebral Palsy with Spasticity is not and was not painful. The Defendant's lower back injury is and has been extremely painful through today from damage to The Defendant's lower back and nervous system caused by the injury in the Boeing turnstile dated February 5, 2007.

4. The Court's "Categories of Impairment", lack of prior Evaluation prior to The Defendant's injury in a Boeing Turnstile on February 5, 2007, lack of prior "Objective Clinical Findings", and the Court's Special Verdict Form biased the Jury regarding The Defendant. In August of 2006 the Boeing doctor evidently hired The Defendant into Boeing with a Class 1 rating since she denied The Defendant the right to use Boeing and Global Aeronautical handicapped parking, forced The Defendant to use Boeing and

Global Aeronautical turnstiles, and forced The Defendant to walk enormous distances and climb stairs, forced The Defendant to carry Boeing's issued backpack, 17" encrypted computer, and Boeing/FAA materials approximately 35 lb. every working day both from August of 2006 to March of 2007 at Boeing Everett and March of 2007 to July of 2008 on an 18 month temporary Boeing assignment at Global Aeronautical in Charleston, SC. The Defendant requests that the "Class 2" verdict be stricken from the Court's records. The Court's Special Verdict Form Question 6 "What Category in Instruction 14 best describes Mr. Davis' pre-existing level?" is illegal under Federal law (The Americans with Disabilities Act of 1990) and never allowed the Jury to refuse the illegal choice "Class 2". Classification of The Defendant was performed illegally with discrimination toward The Defendant. Dr. Summe has always stated that he was not a professional regarding cerebral palsy victim(s). Dr. Summe only agreed that Dr. Braun had more experience with cerebral palsy victims, thus, more suited to fill out an illegal Department of Labor and Industries form that is unproven at classifying cerebral palsy victims. Dr. Summe has always stood by his "Class 1" prior to the Defendant's turnstile injury, "Class 3" after the Defendant's turnstile injury. Boeing is guilty of introducing false medical records claiming that the Defendant was seeing chiropractors prior his Boeing turnstile accident.

5. The Americans with Disabilities Act (ADA) of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship. Boeing and the Court have failed to follow this Federal law, and have used "classification" as a central issue to deny The Defendant the right to a fair trial, to the imposed undue hardships including mental and physical permanent damage, and enormous economic hardships including loss of his Texas house, denied Workmen's Comp of approximately \$146K, Right to Work, denied Boeing Health Insurance to The Defendant both as a direct Boeing employee while forcing him to pay \$520/mo. for a year and have never reimbursed that health insurance money to The Defendant, and issuing The Defendant an "involuntary termination" based on The Defendant physical impairment resulting from the injury in the Boeing turnstile dated February 5, 2007. Boeing has broken many of the ERISA and WA Insurance Laws, and has exceeded the scope of these Laws only to break the federal Civil Rights and ADA Laws in order to avoid paying any and all penalties under the law.

6. ADA Title I requires that employers make reasonable accommodation to the known physical limitations of otherwise qualified individuals with disabilities. Boeing failed to follow this law, and failed to inform the Jury.

7. ADA Title I: Employment requires employers with 15 or more employees to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others. Boeing failed to follow this law, and failed to inform the Jury.

8. The Defendant has the right to file a complaint per the "Private Suit Rights" under Title VII of the Civil Rights Act and The Americans with Disabilities Act (ADA). The Defendant received his "Notice of Suit Rights" dated May 5, 2011. The Defendant has been unable to find a lawyer willing to fully litigate this case after using The Yellow pages, internet, EEOC list of lawyers and personal references, Public Defender's Office and The University of WA Department of Law, etc. The Defendant is struggling with a mobility problem and permanent lower back and nerve damage that occurred in a Boeing turnstile on February 5, 2007. The Defendant will/has represent himself.

9. The questions presented to the jury at the end of the Superior Court Trial dated April 1, 2, 3, 2014 were misleading questions that assumed false physical conditions of the Plaintiff when he hired into Boeing in August of 2006. Question 1: "Was the board correct in deciding that Mr. Davis' industrial injury proximately caused a condition diagnosed as a permanent worsening of a preexisting degenerative joint disease?" Dr Sam Stubbins diagnosed the Defendant's physical challenge as cerebral palsy in the early 1950s. Several doctors over the past 60+ years have disputed that diagnosis as a mild stroke shortly after birth. Assuming that the Defendant has cerebral palsy, less than one per cent of cerebral palsy victims have "degenerative joint disease" which is inherited from their parents and shows no signs of degeneration until they approach later teens or later 20s. The Defendant has never had "a preexisting degenerative joint disease" as Question 1 claims. The Defendant's "cerebral palsy" has never "degenerated" in his entire life due to cerebral palsy and has never been diagnosed as a "disease". The Defendant has a natural degeneration due to the aging process within all humans. Quite the contrary the Defendant has improved and overcome most of the symptoms diagnosed as cerebral palsy over his life span. Since the Defendant was not analyzed by a Boeing medical professional when he hired into Boeing in August of 2006, Question 1 does not consider that the Defendant's two damaged discs (lower back injury) were the result of the Boeing doctor's refusal to allow him access to handicapped parking, daily long distance walking through Boeing parking lots, placed the Defendant in a Boeing turnstile on February 5, 2007 while forced to carry 35+ lbs. of Boeing equipment every working day from August of 2006 and every day after damaging his lower back in that Boeing turnstile for approximately 19 months after that Boeing turnstile injury. The Defendant has never recovered from the lower back injury that occurred on February 5, 2007 in a Boeing turnstile through today. Boeing caused the Defendant's lower back injury and exacerbated that injury every day since that injury occurred. The ADA Law prohibits Boeing from claiming that the Defendant was anything but a "Class 1" when he hired into Boeing in August of 2006. The Defendant respectfully requests that the Court modify the Jury's "Class 2" verdict when the Defendant hired into Boeing in August of 2006 to "Class 1".

CONCLUSION

10. The Defendant is trying to halt further injustice by Boeing toward the Defendant. (A) The Defendant respectfully requests that The WA Supreme Court strike the "Class 2" from the day the Defendant hired into Boeing in August of 2006 until the Defendant's injury in a Boeing turnstile on February 5, 2007 through Boeing's "Involuntary

Termination” of the Defendant and from all of Court records in this Case. (B) The Defendant respectfully requests that The WA Supreme Court enforce any and all of the local, state and federal, U.S. Constitutional Title VII of the Civil Rights Act and Americans for Disabilities Rights that have been denied to the Defendant by Boeing, the Insurance Laws and possibly the Courts. (C) The Defendant swears to this Court that he never told his personal Doctor (Dr. Paul Gibbons) about the Boeing allocated scooter: hence, the blank yellow lined paper in evidence signed by Dr. Gibbons requesting a scooter for the Defendant after he hired into Boeing in August of 2006 is/was falsified medical record(s) entered into the Court records by Boeing. (D) The Defendant was in good health prior to the Boeing turnstile accident dated February 5, 2007. Boeing is the criminal in this Case. The Defendant respectfully requests that Boeing be punished to the fullest extent of the Laws for entering false medical records regarding the Defendant. (E) The Defendant requests that the Court enter the “Class 1” regarding the Defendant when he hired into Boeing in August of 2006, and that the Court enter the “Class 3” regarding the Defendant when he was “involuntarily terminated” from Boeing in November of 2010, and that the Court enter the “Class 3” regarding the Defendant through today because the Defendant has been unable to reverse the severe lower back damage to his lower back resulting from the Boeing turnstile injury dated February 5, 2007. Boeing caused irreparable damage to the Defendant’s lower back by denying the Defendant access to handicapped parking, denying medical assistance, forcing him to carry excessive weight for approximately two years over excessive distances through multiple turnstiles even though they were aware that they had caused severe damage to the Defendant’s lower back injury within an Everett turnstile, denied the Defendant income, denied Boeing health care insurance, denied the Defendant’s disability after approximately eight weeks of workmen’s comp even though up to that time the Boeing’s South Carolina Independent Medical Examiner and two of the Defendant’s neurologists (all of the neurologist up to that time) all agreed that the Defendant had severely injured his lower back in a Boeing turnstile, recorded and noted to the Boeing doctor and the Department of Labor and Industries immediately after the February 5, 2007 accident. These serious crimes committed by Boeing are outside the scope of the federal laws noted above including the Employee Retirement Income Security Act, a federal law. The Defendant respectfully requests that Boeing be fully punished, the maximum that the law permits.

11. The above “Brief” was submitted on May 27, 2014 to the persons listed below except the WA Attorney General. The last “Designation of Clerk’s Papers on Appeal” was submitted on June 6, 2014 to the persons listed below except the WA Attorney General (see Exhibit A). A letter with an attached Cashier’s Check with Payer’s Name “PRENTISS BRYANT DAVIS” and Cause Number “CASE # 13 2 07139 6” appearing on the face of the check made out to “Clerk, Snohomish County Superior Court” in the amount of “\$299.00” was mailed to the Clerk, Snohomish County Superior Court on June 18, 2014 (see Exhibit B&D) and to the persons listed below except the WA Attorney General. The Defendant used the letter from the Snohomish County Clerk dated June 2, 2014 (see Exhibit C) as a guide to correctly address the Courts and, hopefully follow the “Rules” of the Court(s). The Supreme Court Deputy Clerk (see Exhibit E) appears to be unaware of “Designation of Clerk’s Papers on Appeal” and the above “Brief” submitted

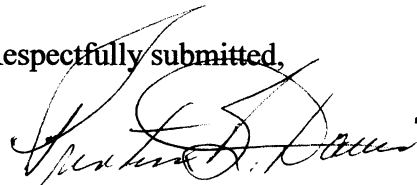
on May 27, 2014. The Defendant is not a lawyer, and has been unable to find an injury claims lawyer in WA, OR and ID willing to fully litigate this Case. The Defendant is a United States citizen who believes that he has his U.S. Constitutional Right to have his day in Court vs. Boeing even if Boeing is considered one of "We the People" per the U.S. Constitution. Boeing has entered false testimony and false medical records regarding the Defendant directing a "CHARACTER ASSASINATION" upon the Defendant before the Courts. The "Designation of Clerk's Papers on Appeal" can and will prove in the WA Supreme Court that Boeing has entered false testimony and false medical records regarding the Defendant and will allow the Judge to know all of the true facts in this Case, and how this Case is so far outside of ERISA and WA Insurance Laws. The Defendant is concerned that the Clerk(s) of the WA Superior Court/WA Supreme Court are going to issue the Defendant additional monetary sanctions, dismiss the Defendant's Case, force another Case number assignment, delay this Appeal of this Case to the WA Supreme Court, and any unknown methods of jeopardizing this Case. The Defendant has received nothing from the Courts since filing the "Designation of Clerk's Papers on Appeal" and the mailing of the Defendant's Check (\$299) and the Defendant's "Brief" that was submitted on May 27, 2014. Therefore, the Defendant will seek the help of the WA Attorney General (Attorney General Bob Ferguson) to protect his interests in this Appeal to the WA Supreme Court. Again, the Court has given the Defendant less than a week to respond to their letter/demands with the threat of dismissal (see Exhibit E). A September 16, 2013 copy of the Defendant's "Response to The Boeing Company's Notice of Appeal Dated: August 28, 2013" is enclosed (see Exhibit F).

Under penalties of perjury, I declare that the facts presented above which are set out in the accompany statement of facts and other attached statements, are to the best of my knowledge and belief, are true, correct and complete.

Wherefore, Defendant prays that this Court determine that Boeing has subjected the Defendant to permanent physical injuries, employment discrimination that led to his injury noted in the Injury Claim on the basis of disability, determine that Boeing owes the Defendant substantial compensation for Boeing inflicted hardships and permanent disabilities, a retirement income, and grant that such other and further relief to the Defendant, Prentiss B. Davis, as the Court deems appropriate. Defendant prays that this Court reject the Jury's verdict regarding the "Class 2" in any manner, shape or form.

Dated: August 20, 2014

Respectfully submitted,



Prentiss B. Davis
7684 Estate Avenue
Hudson, OH 44236
(817) 823-5356

CERTIFICATE OF SERVICE

SNOHOMISH COUNTY SUPERIOR CASE NO. 13 2 07139 6
WA SUPREME COURT NO. 90168-6, 90208-9

I certify that a copy of Prentiss B. Davis vs. The Boeing Company and any attachments were served, either in person, or by mail on the persons listed below:

Original to:	Clerk of the Court Snohomish County Superior Court 3000 Rockefeller Avenue M/S 502 Everett, WA 98201	Attorney General Bob Ferguson 800 5th Ave, Suite 2000 Seattle, WA 98104-3188
Copies to:	Director Department of Labor and Industries P. O. Box 44001 Olympia, WA 98504-4510	Boeing Company Jackie Pierce P. O. Box 3707 MS 5F-08 Seattle, WA 98124-2207
Copies to:	J. Scott Timmons, Executive Secretary Board of Industrial Appeals 2430 Chandler Ct., SW, MS F1-13 P. O. Box 42401 Olympia, WA 98504-2401	Gary E. Keehn, Atty Keehn Kunkler, PLLC 810 Third Avenue #730 Seattle, WA 98104
Copies to:	Office of the Attorney General/Tumwater Docket Manager P. O. Box 40121 Olympia, WA 98504-0121	Supreme Court Clerk P. O. Box 40929 Olympia, WA 98501-2314 415 12 th Ave SW

EXHIBIT A

**IN THE SUPREME COURT
OF THE STATE OF WASHINGTON**

THE BOEING COMPANY, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs,</p> PRENTISS B. DAVIS, pro se <p style="text-align: center;">Defendant,</p>		WA Supreme Court No. <u>90168-6</u> WA Supreme Court No. <u>90208-9</u> Snohomish County Superior Court No. <u>13 2 07139 6</u> DESIGNATION OF CLERK'S PAPERS ON APPEAL DATED: MAY 27, 2014
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TO THE CLERK OF THE SUPERIOR COURT

Please prepare and transmit to the Supreme Court, the following Clerk's papers.

SUB#	CODE/ CONN	TITLE OF DOCUMENT/ DESC	DATE FILED
-	\$FFR	FILING FEE RECEIVED	08/28/2013
1	NTASUP ATP01	NOTICE OF APPEAL TO SUPERIOR COURT KEEHN, GARY DONALD	08/28/2013
2	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	08/28/2013
3	NTAPR INV01 AIP01	NOTICE OF APPEARANCE DEPARTMENT OF LABOR & INDUSTRIES WEIDEMAN, PAUL MICHAEL	09/19/2013
4	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	09/19/2013
5	LTR	LETTER RE BOARD RECORD	09/25/2013
6	CRABR	CERTIFIED APPEAL BOARD RECORD	09/25/2013
7	NTAPR PSD01	NOTICE OF APPEARANCE DAVIS, PRENTISS B	09/26/2013
8	RSP	RESPONSE TO NOTICE OF APPEAL	09/26/2013
9	\$JDR6	JURY DEMAND RECEIVED – SIX 125.00	09/26/2013
10	NTTSNA	NT FOR TRIAL & STATEMENT OF NONARBITRA 2013TA	11/05/2013
	ACTION	SET FOR 6 PERSON JURY TRIAL	
11	MT	MOTION	11/15/2013
12	NTC	NOTE FOR CALENDAR 01-24-2014MA	11/15/2013
	ACTION	MOTION TO CONSOLIDATE APPEALS #11	
	ACTION	CONFIRMED/KEEHN	
13	NTAB	NOTICE OF ABSENCE/UNAVAILABILITY 13-2-07139-6 SNOHOMISH SUPERIOR COURT 06-02-14 06:54 PAGE 2	11/15/2013
14	AFSR ASTD	AFFIDAVIT/DCLR/CERT OF SERVICE ASSIGNMENT OF TRIAL DATE 04-01-2014JT	11/15/2013
15	NTTD	NOTICE OF TRIAL DATE	12/04/2013
16	MTHRG JDG29	MOTION HEARING JUDGE JANICE E. ELLIS	01/24/2014



SUB#	CODE/ CONN	TITLE OF DOCUMENT/ DESC	DATE FILED
17	ORCNS	ORDER CONSOLIDATING CASES WITH 13-2-07125—6	01/24/2014
18	NTAB	NOTICE OF ABSENCE/UNAVAILABILITY	03/24/2014
19	AFSR	AFFIDAVIT/DCLR/CERT OF SERVICE	09/24/2014
	AST	ASSIGNED TO DEPT 6	04/01/2014
	JDG24	JUDGE DAVID A. KURTZ	
20	JTRIAL	JURY TRIAL 04-10-2014JC @ 9:00AM IN DEPT 5/JUDGE KURTZ	04/01/2014
	JDG24	JUDGE DAVID A. KURTZ	
21	TRMM	BOEING CO'S TRIAL MEMORANDUM	04/01/2014
22	AT	ATTACHMENT, DECISION & ORDER	04/01/2014
23	ST	STATEMENT OF THE CASE	04/01/2014
24	PLPIN	PLAINTIFF'S PROPOSED INSTRUCTIONS	04/01/2014
25	AT	ATTACHMENT, REDACTED PAGES FROM TRANSCRIPT OF FREDERICK BRAUN	04/02/2014
26	AT	ATTACHMENT, REDACTED PAGES FROM TRANSCRIPT OF TIMOTHY DALY	04/02/2014
27	AT	ATTACHMENT, REDACTED PAGES FROM TRANSCRIPT OF PRENTISS DAVIS	04/02/2014
28	CTINJY	COURT'S INSTRUCTION TO JURY	04/03/2014
29	SPV	SPECIAL VERDICT	04/03/2014
30	RSP	RESPONSE TO JURY'S VERDICT	04/09/2014
31	MTHRG	MOTION HEARING	04/10/2014
	JDG24	JUDGE DAVID A. KURTZ	
32	RSP	RESPONSE TO JURY'S VERDICT	04/10/2014
33	JD	JUDGMENT	04/10/2014
	OR	ORDER AFFIRMING BIIA DECISION	
34	NTDRSC	NT OF DISCR. REVIEW TO SUPREME CT.	04/22/2014
	\$FFR	FILING FEE RECEIVED 125.00	
35	NT	NOTICE OF APPEAL FEE PAID -PARTIAL	04/22/2014
36	NTDRSC	NOTICE OF DISCR. REVIEW TO SUPREME CT.	04/23/2014
37	TRLC	TRANSMITTAL LETTER - COPY FILED	04/23/2014
38	LTR	LETTER FROM SUPREME CT RE NOTICE	04/28/2014
39	LTR	LETTER FROM ATTY GARY KEEHN TO SUPREME CT RE NOTICE	05/01/2014
40	NTASC	NOTICE OF APPEAL TO SUPREME CT	05/06/2014
41	TRLC	TRANSMITTAL LETTER - COPY FILED	05/07/2014
42	LTR	LETTER FROM SUPREME CT	05/13/2014
43	NTASC	NOTICE OF APPEAL TO SUPREME CT	05/19/2014
44	TRLC	TRANSMITTAL LETTER - COPY FILED	05/20/2014
45	TRLC	TRANSMITTAL LETTER - COPY FILED	05/20/2014
46	LTR	LETTER FROM SUPREME COURT	05/27/2014

Under penalties of perjury, I declare that the facts presented above which are set out in the accompany statement of facts and other attached statements, are to the best of my knowledge and belief, are true, correct and complete.



Wherefore, Defendant prays that this Court determine that Boeing has subjected the Defendant to employment discrimination that led to his injury noted in the Injury Claim on the basis of disability, determine that Boeing owes the Defendant substantial compensation for Boeing inflicted hardships and permanent disabilities, a retirement income, and grant that such other and further relief to the Defendant, Prentiss B. Davis, as the Court deems appropriate. Defendant prays that this Court reject the Jury's verdict regarding the "Class 2" in any manner, shape or form.

Dated: June 6, 2014

Signed,

Prentiss B. Davis
7684 Estate Avenue
Hudson, OH 44236
(817) 823-5356

CERTIFICATE OF SERVICE

SNOHOMISH COUNTY SUPERIOR CASE NO. 13 2 07139 6
WA SUPREME COURT NO. 90168-6, 90208-9

I certify that a copy of Prentiss B. Davis vs. The Boeing Company and any attachments were served, either in person, or by mail on the persons listed below:

Original to:	Clerk of the Court Snohomish County Superior Court 3000 Rockefeller Avenue M/S 502 Everett, WA 98201	Director of Arbitration Room 502, Superior Ct Arbitration
Copies to:	Director Department of Labor and Industries P. O. Box 44001 Olympia, WA 98504-4510	Boeing Company Jackie Pierce P. O. Box 3707 MS 5F-08 Seattle, WA 98124-2207
Copies to:	J. Scott Timmons, Executive Secretary Board of Industrial Appeals 2430 Chandler Ct., SW, MS F1-13 P. O. Box 42401 Olympia, WA 98504-2401	Gary E. Keehn, Atty Keehn Kunkler, PLLC 810 Third Avenue #730 Seattle, WA 98104
Copies to:	Office of the Attorney General/Tumwater Docket Manager P. O. Box 40121 Olympia, WA 98504-0121	Supreme Court Clerk P. O. Box 40929 Olympia, WA 98501-2314 415 12 th Ave SW

EXHIBIT B

Date: June 18, 2014

From: Prentiss Bryant Davis
7684 Marwell Blvd.
Hudson, OH 44236
(817) 823-5356 Cell

To: Clerk of the Court
Snohomish County Superior Court
3000 Rockefeller Avenue
M/S 502
Everett, WA 98201
(425) 388-3466

RE: CASE # 13 2 07139 6
Enclosed please find a Cashier's Check with Payer's Name "PRENTISS BRYANT DAVIS" and Cause Number "CASE # 13 2 07139 6" appearing on the face of the check made out to "Clerk, Snohomish County Superior Court" in the amount of "\$299.00".

Attn.: Cashier (Re: Appeals)
SNOHOMISH COUNTY SUPERIOR CASE NO. 13 2 07139 6
WA SUPREME COURT NO. 90168-6, 90208-9
Ms. Sue Billen, Deputy Clerk

Ms. Sonya Kraski, Snohomish County Clerk:

Enclosed please find a Cashier's Check with Payer's Name "PRENTISS BRYANT DAVIS" and Cause Number "CASE # 13 2 07139 6" appearing on the face of the check made out to "Clerk, Snohomish County Superior Court" in the amount of "\$299.00" per your demands per your phone call to me on June 12, 2014 and your Deputy Clerk's letter to me dated June 12, 2014 (see Attached Letter).

Please allow this Appeal to proceed.

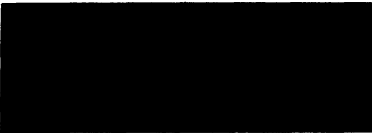
Signed,

Prentiss B. Davis

I certify that a copy of Prentiss B. Davis vs. The Boeing Company and any attachments were served, either in person, or by mail on the persons listed below:

Original to: Clerk of the Court
Snohomish County Superior Court
3000 Rockefeller Avenue
M/S 502
Everett, WA 98201

Director of Arbitration
Room 502, Superior Ct
Arbitration



Copies to: Director
Department of Labor and Industries
P. O. Box 44001
Olympia, WA 98504-4510

Copies to: J. Scott Timmons, Executive Secretary
Board of Industrial Appeals
2430 Chandler Ct., SW, MS F1-13
P. O. Box 42401
Olympia, WA 98504-2401

Copies to: Office of the Attorney General
Attn.: Paul Weideman
800 Fifth Avenue, Suite 2000
Seattle, WA 98104

Boeing Company
Jackie Pierce
P. O. Box 3707 MS 5F-08
Seattle, WA 98124-2207

Gary E. Keehn, Atty
Keehn Kunkler, PLLC
810 Third Avenue #730
Seattle, WA 98104

Supreme Court Clerk
P. O. Box 40929
Olympia, WA 98501-2314
415 12th Ave SW



EXHIBIT C



Snohomish County Clerk

and Ex-Officio Clerk of Superior Court

June 2, 2014

Sonya Kraski
County Clerk
M/S #605
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3466
FAX (425) 388-3806

Prentiss B. Davis
7684 Estate Ave.
Hudson, OH 44236

RE: PLAINTIFF'S CLERK'S PAPERS
Boeing Co. vs. Davis
Snohomish County No. 13-2-07139-6
Supreme Court No. 90168-6
Supreme Court No. 90208-9

Dear Mr. Davis:

Please resubmit your Designation of Clerk's Papers for appeal. I've enclosed a copy of the index of documents filed in the case, a blank Designation of Clerk's Papers form and a copy of the Designation of Clerk's Papers you filed. The documents requested for designation must match the sub number, date and description listed in the index.

Thank you.

Sincerely,

SONYA KRASKI, Snohomish County Clerk

By: Sue Billen
Sue Billen Deputy Clerk



EXHIBIT D



Snohomish County Clerk

and Ex-Officio Clerk of Superior Court

June 12, 2014

Sonya Kraski
County Clerk
M/S #605
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3466
FAX (425) 388-3806

PRENTISS B DAVIS
7684 ESTATE AVE
HUDSON, OH 44236

RE: CLERK'S PAPERS
Boeing Co. vs. Prentiss B. Davis
Snohomish County No. 13-2-07139-6
Supreme Court No. 90168-6 & 90208-9

Dear Sir/Madam:

Enclosed is a copy of the Index to Clerk's Papers in the referenced cause on appeal.

Our costs incurred for preparing the Clerk's Papers are:

528 Photocopies @ \$.50 each	\$ 264.00
Copy of Index to Opposing Counsel (\$5.00 1st pg.; \$1.00 ca. add'l pg.)	35.00

Total: \$ 299.00

A copy of the Index to the Clerk's Papers was mailed to Director of L.&I. J. Scott Timmons, Office of Attorney General, Jackie Pierce and Gary E Kechn on the above date. Additionally, a copy of the Clerk's Papers is available electronically for a fee of \$25 per CD and \$.25 per page.



As personal checks are not accepted by this office, please remit a cashier's check, money order, or attorney's office check, along with the enclosed copy of this letter. Attn: Cashier (Re: Appeals). PURSUANT TO RAP 9.7(a), PAYMENT MUST BE MADE WITHIN 14 DAYS OF RECEIPT OF THE INDEX. FAILURE TO DO SO MAY RESULT IN SANCTIONS UNDER RULE 18.9. Upon receipt of payment, the clerk's papers will be forwarded to the appellate court.

Sincerely,

SONYA KRASKI, Snohomish County Clerk

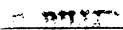
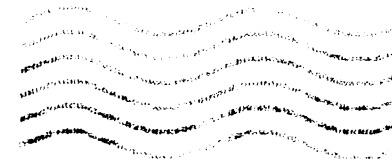
By:  _____
Sue Billen Deputy Clerk



EXHIBIT E

WASHINGTON STATE SUPREME COURT
TEMPLE OF JUSTICE
PO BOX 40929
OLYMPIA WA 98504-0929

OLYMPIA WASHINGTON
98504-0929



Prentiss B. Davis
7684 Estate Avenue
Hudson, OH 44236



RONALD R. CARPENTER
SUPREME COURT CLERK

SUSAN L. CARLSON
DEPUTY CLERK / CHIEF STAFF ATTORNEY

THE SUPREME COURT
STATE OF WASHINGTON



TEMPLE OF JUSTICE
P.O. BOX 40929
OLYMPIA, WA 98504-0929

(360) 357-2077
e-mail: supreme@courts.wa.gov
www.courts.wa.gov

August 13, 2014

LETTER SENT BY E-MAIL

Prentiss B. Davis (**sent by U.S. mail only**)
7684 Estate Avenue
Hudson, OH 44236

Gary Donald Keehn
Keehn Kunkler PLLC
810 3rd Avenue Suite 730
Seattle, WA 98104-1695

Paul Michael Weideman
Attorney at Law
800 5th Avenue Suite 2000
Seattle, WA 98104-3188

Lydia Palmer
Attorney at Law
PO Box 50203
Bellevue, WA 98015-0203

Re: Supreme Court Nos. 90168-6 and 90208-9 - The Boeing Company v. Prentiss B. Davis
Snohomish County Superior Court No. 13-2-07139-6

Counsel and Mr. Davis:

A review of our records indicates that the Appellant's opening brief is overdue for filing. RAP 10.2(a) requires that the brief be served and filed within 45 days after filing of the report of proceedings which was filed in the superior court on June 9, 2014. (Because the initial letter sent by this Court regarding due dates was not clear as to whether the 45 days ran from the date of filing in the superior court or the date of filing in the Supreme Court, which was June 24, 2014, the due date was set as August 8, 2014.)

Accordingly, the Appellant is directed to serve and file his opening brief with this Court by not later than August 22, 2014. Unless the brief is served and received for filing with this Court by August 22, 2014, either a substantial monetary sanction will most likely be imposed upon the Appellant or the case may be dismissed. See RAP 10.2(i) and 18.9(a).

Sincerely,

A handwritten signature in cursive script that reads "Susan L. Carlson".

Susan L. Carlson
Supreme Court Deputy Clerk

SLC:drc



EXHIBIT F

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH**

THE BOEING COMPANY,

Plaintiff,

v.

PRENTISS B. DAVIS pro se,

Defendant,

Case No. 13 2 07139 6

Response to The Boeing Company's
Notice of Appeal

Dated: August 28, 2013

INTRODUCTION

The Defendant, Prentiss B. Davis, hereby replies to The Boeing Company's (Boeing) Notice of Appeal. The Defendant respectfully requests that The Superior Court of The State of Washington in and for The County of Snohomish (Court) allow the following responses to be entered into the Court's records. Boeing hired the Defendant in August of 2006 as a contract Payloads Engineer, denied the Defendant access to handicapped parking, created an environment that forced the Defendant for months to walk extreme distances daily on Boeing property through massive occupied Boeing parking lots while carrying excessive Boeing materials on his back including a Boeing backpack supplied to the Defendant (that was NOT requested by the Defendant), forced the Defendant to use Boeing's security turnstile within which the Defendant's lower back was severely injured on February 5, 2007 while the Defendant was performing his designated Boeing duties. Even though the Defendant immediately filed an injury claim with The WA Department of Labor and Industries (Claim #789CN214023/Self-Insured SC95397) and on that same day in person informed the Boeing doctor of that Boeing injury and Claim, Boeing and that Boeing doctor sent the Defendant to Global Aeronautica (GA) in South Carolina on an 18-month temporary assignment as a direct Boeing employee within four weeks after that severe Boeing turnstile back injury. Boeing and that Boeing doctor did not supply the Defendant with GA handicap parking, and no GA desk, and daily forced the Defendant to walk across massive occupied GA parking lots while carrying excessive Boeing materials on his back including that Boeing backpack, and forced the Defendant daily to enter a Global Aeronautica (GA) turnstile to perform his Boeing duties at GA. **Boeing was and is guilty of employment discrimination on the basis of disability that led to the Defendant's severe lower back injury for (1) discrimination for the illegal and unethical discharge (involuntary termination) of the Defendant under ADA Title I: Employment (2) discrimination in providing an equal opportunity to benefit from the full range of Boeing Liaison Engineer employment-related opportunities available to other Boeing Liaison Engineers under ADA Title I: Employment, (3) discrimination in promotions, training, social activities, and other privileges of employment under ADA Title I: Employment, (4) failure to make reasonable accommodation to the complainant's known physical limitations of otherwise qualified individuals with disabilities under**

ADA Title I: Employment. The following Complaint seeks Boeing retirement, AD&D, Short Term Disability (STD) and Long Term Disability (LTD) reimbursement of denied injury payments (Workman's Compensation) and/or disability payments to the Defendant while employed with Boeing, reinstatement of Defendant's Boeing Health Insurance at Boeing's expense, reinstatement of Defendant's Boeing seniority and benefits/retirement option(s), compensation for loss of use of Defendant's left hand while employed with Boeing. And, as a basis for Defendant's suit alleges as follows:

1. The Defendant is seeking a Boeing retirement income/package, seniority and health insurance commensurate with his professional background, the Boeing FAA Certification that will reestablish his well-earned, very experienced engineering reputation, lost yearly SPEEA contract raises, and fair/legal treatment under the ADA Title I Employment laws.

2. The Defendant is seeking payment of unpaid \$145,625.00 in denied disability /workmen's compensation plus AD&D payments.

3. The Defendant is an individual with his legal residence now at 7684 Estate Avenue, Hudson, OH 44236. The Defendant's telephone number is 817-823-5356. The Defendant, a U.S. citizen, was born with cerebral palsy of the legs. The Defendant graduated from The University of Akron in 1973 with a Bachelor of Science in Mechanical Engineering plus post-graduate classes at Kent State University. For 35+ years the Defendant has served in most areas of engineering and computers serving GM, Rockwell Int'l B-1 Bomber and Space Shuttle, Northrop's B-2 Bomber, United Technologies' secret programs, Lockheed's F-16, F-22 and F-35 programs, Boeing's 777, F-22, 757-X, 787 programs, and acquiring special skills in stress analysis, flight controls, composites, systems analyst, CAD/CAM, Top Secret Programs and on. Prior to the Defendant's termination from Boeing, the Defendant served Boeing as a Liaison Engineer IV with a salary of \$96,500. Boeing issued the Defendant a discharge (involuntary termination) on November 17, 2010 per "The Boeing Leave of Absence Policy (PRO-1874), a combination of consecutive Medical leaves of absence shall not exceed (30) months in duration", terminated the Defendant's Boeing Health Insurance, and issued a final check closing out all the Defendant's Boeing seniority, vacation and benefits (see Exhibit N). The Defendant's first Medical leave and appeal were denied for a period of approximately twelve months by Boeing after serving approximately four months of approved Medical leave (see Exhibit M). The Defendant's total discontinuous Medical leaves did not exceed (20) months in duration; hence, the termination was illegal. Boeing discharged the Defendant to cover up their years of illegal and unethical discrimination toward the Defendant that resulted in the Defendant's lower back injury.

4. Boeing Commercial Aircraft in Everett, WA hired the Defendant in August of 2006 to serve as a contract 787 Payloads Engineer with strong composite skills on the new computer aided design system "Catia V5". The Boeing 787 Aircraft was 60%+ composites. The Defendant's doctors (Dr. Curtis Evans of TX and Dr. Paul Gibbons of OH) sent medical forms to Boeing Medical in Everett, WA requesting limited walking and access to Boeing handicapped parking for the Defendant. Boeing Medical refused to

grant handicapped parking to the Defendant. The Defendant's manager (Robert A. Marts, Boeing 787 Payloads Manager, (425-231-0948) personally called Boeing Medical in the presence of the Defendant to request access to Boeing handicapped parking for the Defendant, but access to handicapped parking was denied. The Defendant was issued a warning of a "parked illegally" in a Boeing handicapped-parking space on September 20, 2006 (see Exhibit B). The Defendant was forced to walk across multiple Boeing parking lots with his Boeing computer each day since no handicapped parking was provided within those employee Boeing parking lots. The Defendant was required per Boeing security rules to carry his Boeing assigned 17" laptop with him when away from his desk. Security was supposed to confiscate any and all unattended Boeing assigned 17" laptops. Each Boeing employee was supposed to be assigned a desk with a secured docking station while working at his/her desk.

5. Boeing Commercial Aircraft in Everett, WA hired the Defendant in January of 2007 to serve as a direct 787 Liaison Engineer IV. The Defendant (then a Boeing direct employee) again requested Boeing Medical approval for a handicapped assigned parking space only to be denied again. The Boeing 787 Liaison Engineer IV position required FAA Certification in order to keep that 787 Liaison Engineer position. For FAA Certification the Defendant began taking required FAA courses in December of 2006 through mid-February of 2007 at the Boeing training facilities. The Defendant completed his daily Boeing assigned tasks as a 787 Payloads Engineer (Bldg 40-88) after the FAA classes (Boeing Training Center). A Boeing 787 Liaison Engineer named Carl Lee, that was assigned to the Defendant, told the Defendant that he would receive his FAA Certification upon successful completion of the FAA courses and testing, and twenty discrepancy tags that he (Carl Lee) would choose as tests of the Defendant's knowledge of engineering production and repairs. Carl Lee informed the Defendant that the other new liaison engineers within the Defendant's department and group had to fulfill the same requirements. The Defendant successfully completed all of the FAA courses and tests by mid-February of 2007. The Defendant successfully completed only six discrepancy tags before the Defendant was given orders to report to Global Aeronautica in N. Charleston, SC at the beginning of March of 2007 for an 18-month temporary assignment on the Boeing 787 Program. None of the newly hired liaison engineers were able to complete the required twenty discrepancy tags prior to their departure to SC. Carl Lee worked with the Defendant prior to, during and after the Defendant's turnstile accident on February 5, 2007. After more than a hundred discrepancy tags, the Defendant was never granted FAA certification through the day that he was discharged ("involuntarily terminated") from Boeing on November 17, 2010. The Defendant's denied certification was discrimination.

6. On February 2, 2007 the Defendant double-parked in Boeing's Bldg 40-88 lower parking deck after completing his morning FAA classes. Officer Glenn V. McLoughlin issued the Defendant a double-parking citation (see Exhibit C & D). Officer Glenn V. McLoughlin was a 16-year WA police officer serving as a Boeing security guard. Officer Glenn V. McLoughlin later informed Boeing Medical that the Defendant's car had valid handicapped TX license plates. Officer Glenn V. McLoughlin also noted his concerns that the Boeing Medical negative response to allow the Defendant access to

handicapped parking might be in violation of federal and state laws for the physically challenged (see Exhibit B, ref. September 21, 2006, Ms. Prichard, Line #4 "The Boeing Company's compliance with the Americans Disability Act (ADA) is not State or Federal funded this is private property"). Officer Glenn V. McLoughlin contacted the Defendant and informed the Defendant of the officer's action. Boeing was claiming that they made their own laws, superior to state and federal civil rights and ADA laws.

7. On February 5, 2007 concerned about receiving another double-parking citation, the Defendant completed his morning FAA classes on the west side of Boeing Everett, drove to the east side of Boeing Everett, parked in the nearest open parking space, walked across two Boeing parking lots to nearby Bldg 40-88 carrying a 17" Boeing laptop computer and FAA course material in a backpack walking with one cane, and attempted to pass through a Boeing turnstile next to Bldg 40-88 to continue his Boeing assigned daily tasks. The Defendant's heel became trapped under the mobile portion of the turnstile, badly twisting the Defendant's body trapping him under his heavy backpack severely damaging his back. The Defendant has suffered excruciating back pain every day since the turnstile incident through today. The Defendant has never been able to lay flat on his back since that Boeing turnstile injury. Due to a lack of a positive response from Boeing Medical, the Defendant filed a claim with the WA Department of Labor & Industries (Claim # 789CN214023, Self Insured # SC95397). Broadspire and Sedgwick handled the Workmen's Comp Claim for Boeing. Boeing used this injury to discharge the Defendant Nov. 17, 2011.

8. In early March of 2007 the Defendant was placed on a temporary 18-month Boeing assignment and relocated to N. Charleston, SC to serve as a Boeing Liaison Engineer on the new Global Aeronautica (GA) Boeing 787 mid-section. Boeing Medical offered and agreed to send the Defendant a scooter to the assigned GA facility to help him perform his Boeing duties while in GA's facilities. The Defendant did NOT request a scooter nor informed any doctor outside of WA about that scooter. Boeing offered the Defendant no assistance with the ongoing GA parking problems and cold environment. Within the next few weeks the new Boeing Liaison managers arrived in SC by April of 2007. The Boeing 1st level manager, David Labarge, aware of the Defendant's physical challenges never met with the Defendant, and has never had a face-to-face meeting with the Defendant. The newly assigned Boeing Liaison Lead immediately separated the Defendant from the other Boeing engineers. GA assigned him to a temporary desk isolated and alone on the 2nd floor at the opposite end of GA. The Boeing lead claimed that the other Boeing engineers would be going to another upper level, close to the GA assembly line without elevator access. That same lead privately told the Defendant the he would not approve the Defendant's FAA certification, and he never did. Their relationship was tense throughout the temporary assignment. Without FAA Certification the Defendant was unable to transfer to any other Boeing Liaison group. No other company would recognize the Defendant's experience as a Boeing Liaison Engineer without FAA Certification. The average experience of the Boeing Liaison engineers in SC was less than 3 years. The Defendant contacted the EEOC about the constant flagrant discrimination that Boeing was subjecting the Defendant to (see Exhibit E). The Defendant filed unethical and discrimination complaints with the Boeing personnel HR

department, ethics, union, EEO, and higher management directed against him by his lead and 1st level manager. Prior to returning to Boeing Everett the Defendant contacted his 1st, 2nd and 3rd level Boeing managers requesting a transfer to another department to serve another manager. The 1st level manager denied the request. The Defendant applied for other jobs inside and outside of Boeing during and after his temporary GA assignment. (ADA Title I requires that employers make reasonable accommodation to the known physical limitations of otherwise qualified individuals with disabilities). Under these conditions the Defendant's lower back injury grew worse daily. The Defendant's excruciating pain caused him to fall far too often unable to upright himself without help.

9. The Defendant's excruciating back pain and general health declined from March of 2007 through May of 2008. The Defendant met with his doctor, Internal Medicine Dr. Gibbons, in July of 2007. An MRI of the Defendant's lower back and an increase in the Defendant's blood pressure medication were prescribed. The MRI showed evidence of two bulging discs, at least one possible bleeding bulging disc. The Defendant was referred to a SC Neurosurgeon, Dr. Highsmith. Dr. Highsmith ordered MRIs, three lumbar epidural injections, and physical therapy from August of 2007 through April of 2008 for the Defendant. There was no notable improvement in the Defendant's physical condition and excruciating back pain. In the spring of 2008 Boeing management moved all of the Boeing Liaison Engineer's including the Defendant to the GA factory floor at the farthest end of the factory. The GA factory maintained a temperature of 60 degrees or below required in the manufacture of composite aircraft primary structure. These cooler temperatures aggravated the Defendant's back pain even more. The other Boeing Liaison Engineers were not very happy with the move; especially, when they heard the move was a result of the Defendant's complaints to the Boeing EEO and ethics departments. From April of 2007 through May of 2008 the Defendant was told that he needed 40 discrepancy tags for certification instead of the previous 20 discrepancy tags for certification, but was never granted FAA Certification even after doubling the newly required 40 tags. The Defendant's lead did not issue the Defendant discrepancy tags as Carl Lee had done while in Boeing Everett. Any Boeing Liaison Engineer could sign out a discrepancy tag, but only FAA Certified Boeing Liaison Engineers could signoff and release discrepancy tags. Any Certified Boeing Liaison Engineer could take any discrepancy tag from the Defendant. There was strong competition between the Boeing Liaison Engineers for discrepancy tags. Discrepancy tags helped Boeing Liaison Engineers earn their raises and promotions. Usually, the Boeing Lead was on a different shift from the complainant. (ADA Title I: Employment requires employers with 15 or more employees to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others). These accounts establish a precedent that explained why the Defendant's lower back was unable to improve, and led to more permanent lower back injury even though the Defendant reached out to all Boeing department section heads for help with his lower back injury. After several months the Defendant's back pain was so severe that he could not maneuver between his apartment, laundry and mail boxes. The night the Defendant failed to exit his car due to massive excruciating lower back pain, the Defendant decided to buy a mobility equipped RV to live in. The Defendant was forced to pay the apartment manager \$3K+ to close his rental agreement.

10. On May 15, 2008 Dr. Highsmith placed the Defendant on a medical leave in GA. The Defendant was placed on a Boeing Short Term Disability (STD) and received STD paychecks through August of 2008. Boeing manager, David Labarge, ordered the Defendant to report back to Boeing Everett on July 15, 2008. Dr. Highsmith examined the Defendant on July 1, 2008, and extended the medical leave. The Defendant's Boeing manager, David Labarge, told the Defendant not to return to work until Boeing Everett Medical approved the Defendant's return to work. Boeing Everett Medical told the Defendant not to return to work until the Defendant's doctor approved the Defendant's return to work. Upon the Defendant's return to Everett, WA, the Defendant met with his WA Neurosurgeon Dr. Summe about the excruciating back pain. On August 18, 2008 Dr Summe examined the Defendant and continued the Defendant's medical leave. Dr. Summe could not issue more epidural injections because three in one year was at the maximum allowed. Increased pain from physical therapy ruled out therapy for the time being. Unknown by the Defendant, on September 12, 2008 the Defendant's STD was denied by Boeing. On September 15, 2008 Dr Summe examined the Defendant, and again prescribed the Defendant a continued medical leave (see Exhibit F). Per the request of the Defendant at the end of that examination, Dr. Summe contacted Boeing and requested an Independent Medical Examiner (IME) that could examine and evaluate if and when the Defendant could return to work and/or with what restrictions. The Defendant met with that scheduled Boeing IME on November 11, 2008. Dr. Summe strongly disagreed with that Boeing IME's negative medical exam report. That following spring, the Defendant appealed the denied disability benefits using Dr. Summe's medical reports (see Exhibit M). That appeal was denied. On September 12, 2008 Boeing Aetna claimed that they stopped all STD paychecks to the Defendant until all of the Defendant's medical records could be "found" and reviewed. Boeing Aetna never "found" the Defendant's medical records even though the WA Department L & I, Broadspire, and the Defendant's doctors' sent Boeing Aetna copies of the Defendant's medical records. (Note, months later it was found that the Defendant's November 11, 2008 IME Boeing Aetna medical records contained someone else's medical records). Later, Dr Summe had the Defendant examined by Edwin T. Malijan, PCE Coordinator (MOUNTLAKE SPORTS & PHYSICAL THERAPY, 9505 – 19TH AVE SE, STE 101, EVERETT, WA 98208, EDWIN T. MALIJAN, PCE COORDINATOR, (425) 379-8120, (425) 338-1789 FAX, SATURDAY, OCTOBER 3, 2009 AT 8:00 AM APPT. (425) 775-2900 ELLIE) to determine the Defendant's physical capabilities.

11. The Defendant was offered a relocation package from Granbury, TX to Everett, WA at the time he was hired into Boeing in January of 2007. No relocation funds have been released to the Defendant. On September 30, 2008 the Defendant's manager, David Labarge, canceled the Defendant's Boeing Admin Rights, and asked for the return of his Boeing laptop computer. Any and all contacts with Boeing Personnel, EEO, union, ethics, and on per the Boeing Network were canceled. The Defendant's only access to Boeing was through a telephone number entitled "Total Access" and his personal email. The unpaid balance of the STD paychecks (September thru November of 2008) was approximately 80% x \$96,500/yr x three months = \$19,300. The Defendant initially filed a complaint with Boeing for the unpaid STD paychecks. In August of 2009 Broadspire

issued the Defendant a Workmen's Comp Award check in the amount of \$12K+ for September thru November when Boeing replaced Broadspire with Sedgwick (see Exhibit P). Boeing/Aetna claimed that the Workmen's Comp Award was an advanced payment for September thru November of 2009 instead of the unpaid payment for September thru November of 2008 (Boeing has never paid the Defendant any advanced payments). Boeing Aetna's claim allowed Boeing to collect the Workmen's Comp Award "overpayment" from the Defendant's Long Term Disability (LTD) paychecks for his injured hand from December of 2009 through November of 2010 (The Defendant received no net income). Boeing Union contract rules supposedly stated that the Defendant could not collect more than 60% of the Defendant monthly salary within the same month. Sedgwick began submitting Workmen's Comp paychecks to the Defendant starting in July of 2010 (~\$4600). The Defendant was led to believe that those paychecks were for the confiscated \$15K+ Workmen's Comp Award payments. Boeing Aetna again withheld future LTD payments starting in November of 2010 for Workmen's Comp "overpayments" from the Defendant by withholding all STD/LTD payment checks. Boeing has been financially bankrupting the Defendant from September of 2008 through the Defendant's Boeing discharge date and through 2012 using unethical and illegal methods of denied disability and workmen's comp payments to the Defendant. The Defendant filed a complaint with the WA Insurance Commissioner against Boeing Aetna (see Exhibit G). The Defendant is requesting a refund of all unpaid STD and LTD payments. On paper Boeing claims that they have paid the Defendant when the Defendant has received nothing from them. The Defendant suffered from extreme physical, mental and financial stress caused by Boeing.

12. As noted above the Defendant had received no income and relocation funds from Boeing from September of 2007 through November of 2008. Maintaining residences in Granbury, TX and Everett, WA forced the Defendant to pack up his personal possessions and drive from Everett, WA to Granbury, TX on November 21, 2008. On November 22, 2008 the Defendant was involved in an auto accident on Hwy I-80 in Buffalo, WY while trying to avoid deer on the highway at night. The Defendant lost the upper skin, upper tendons and muscles, and some bones in his left hand. Immediately after the accident, Boeing refused to acknowledge to the hospital(s) that the Defendant had Boeing Medical Insurance until the complainant agreed to pay Boeing the entire Boeing monthly payment of approximately \$520/mo starting in December of 2008 out of his own pocket (see Exhibit H). The Defendant was forced to pay more than ten months of Boeing Medical Insurance payments at its maximum charge starting in December of 2008 even though he was entitled to the no charge Boeing Medical Insurance of a Boeing employee covered under the Boeing Union contract Boeing Medical Insurance. The Defendant has never received a Boeing check regarding the refund of the Boeing Medical Insurance payments in spite of the numerous complaints to Boeing Aetna and Boeing managers up to and including Boeing V.P. overseeing Boeing Aetna. After more than eight surgeries on the Defendant's badly damaged left hand, the Defendant is unable to use his left hand. Boeing's AD&D insurance refused the Defendant's claim of loss of usage of his left hand because more than 50% of the hand was still attached (see Exhibit J). The Defendant requests a refund of all unauthorized Boeing Medical Insurance payments paid by the Defendant (approx. \$4160), and AD&D insurance compensation for loss of usage of his

left hand. From December of 2008 through November of 2009 the Defendant received no Long Term Disability (LTD) payments ($60\% \times \$96,500/12\text{mo} \times 12\text{mo} = \57900) from Boeing. Boeing gave no reason to the Defendant for the denied payments from December of 2008 through April of 2009. At the end of April of 2009 Boeing informed the Defendant that all of his STD and LTD from September of 2008 through April of 2009 had been denied with no reason provided. The Defendant filed an appeal with Boeing. Boeing denied the appeal (see Exhibit K). Boeing used medical reports from Dr. Wilson and Dr. Venesy during the appeal, and ignored all of the Defendant's other medical specialists. Neither Dr. Wilson nor Dr. Venesy ever saw an MRI of the Defendant's back injury. Neither Dr. Wilson nor Dr. Venesy ever saw the Defendant walk contrary to the Boeing Aetna Appeal Report. The Defendant saw Dr. Venesy one time for approximately 20 minutes. Cleveland Clinic's Dr. Venesy requested a pre-approved claim's payment from Broadspire for an MRI of the Defendant's upper back based on a theory from Dr. Wilson. Broadspire denied approval to the Cleveland Clinic for the MRI payment, and the result was no MRI and the Defendant never saw Dr. Wilson and Dr. Venesy again. The Defendant had cerebral palsy, excruciating back pain, loss of usage of his left hand, unable to stand up without assistance after falling down, and restricted to a wheelchair, unable to sleep flat on his back.

13. The Defendant received a Boeing letter ordering him to report to Boeing Everett for work on November 16, 2010 or be discharged (see Exhibit A). The Defendant was examined by Dr. Hendricksen on June 30, 2010 for his left hand injury. Dr. Hendricksen informed the Defendant that he had issued a conditional release to work effective on August 27, 2010 (see Exhibit L). The Defendant was examined by Dr. Summe on August 18, 2010 and November 10, 2010, and Dr. Summe issued his medical report to Boeing refusing to allow the Defendant medical permission to return to work. The Defendant contacted Boeing's Rob Stroud, John Curry, Jacqueline Coulter, Eric Hisken, Nancy Cannon, Michael Mesick, Savita Prakasam, Debra Bodhaine, and Diane Gill and Sydney Jordan, Boeing Ethics, for assistance to prevent the Defendant's November 17, 2010 discharge. These Boeing people represented Boeing's HR, lawyer, executives and managers of the Boeing department overseeing Boeing Aetna, Boeing union and ethics, and on. The Defendant reminded them that he still had two open Boeing medical claims, and supplied copies of Dr. Summe's August 18, 2010 and November 10, 2010 medical exam reports requiring the continued medical leave and rejection of the Defendant's return to work on November 16, 2010. The Defendant was discharged on November 17, 2010 in spite of the Defendant's efforts to avoid termination of his job with Boeing. The Defendant has been denied the right-to-work, nearly financially bankrupted, denied any and all of his civil rights, and was exposed to constant discrimination of his disability. (The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship).

14. The following last known address/contact numbers are as follows: (1) The Boeing Company, Administrative Offices, 7755 E. Marginal Way S, Seattle, WA 98108, (206) 655-2121 (2) Boeing Aetna, P. O. Box 14559, Lexington, KY 40512-4559, (800) 882-5968, (888) 329-4093 Fax, Long Term Disability Control: 0720390, Control Number: 1885699, (3) Glenn V. McLoughlin, Uniformed Security, The Boeing Company, Everett 2nd Shift, Emergency: (206) 655-2222, Cell: (425) 418-4891, Dispatch: (206) 655-8800 (4) David C. LaBarge and Carl Lee through Boeing Total Access (866) 473-2016 (5) Dr. Jason M. Highsmith, MD, 9313 Medical Plaza Dr, Suite 305, N Charleston, Sc 29406, (843) 553-7615 (6) Broadspire Claim # 789214023, Carolyn Moore 877-632-2995 X7641, Claim Dept., 18000 Int'l Blvd, Ste 200, SeaTac, WA 98188-4247, (7) Sedgwick CMS – Boeing, Sedgwick Claims Management Services, Inc., Attn.: Jennifer McConville, Claims Examiner II, PO Box 14523, Lexington, KY 40512-4518, (206) 214-2800 Fax, (206) 214-2801 (8) Dr. Jeff Summe, Summe, Jeff L Do - Summe Medical Clinic, 7614 195th St SW # 200, Edmonds, WA 98026, Lee (425) 744-0709.

15. Prior to becoming a direct Boeing employee in January of 2007, the Defendant was in excellent health, financially stable, driving an automobile on his own, and walking with one cane. The Defendant never had to carry heavy objects in his entire life. Boeing ignored state and federal laws for the physically challenged (the Defendant), placed the Defendant in stressful environmental and economic conditions that exacerbated the Defendant's injuries, subjected the Defendant to ongoing on the job discrimination while employed by Boeing. Once placed on a medical leave the Defendant was denied disability payments and medical leave, Boeing Health Insurance, and constantly faced personal financial bankruptcy (Defendant's TX house was foreclosed by the bank). At the time of the Defendant's discharge, the Defendant was forced to use a wheelchair, live with excruciating back pain, loss of left hand usage, and continued to survive without a job, health insurance and a questionable future both professionally and financially. The Defendant's injuries were a direct result of Boeing's continued discrimination toward the Defendant. Boeing used the Defendant's injuries caused by Boeing to discharge the Defendant. Boeing discharged the Defendant to cover up their illegal and unethical discrimination toward the Defendant. The Defendant met with his doctor, Dr. Summe, in February of 2013 noting that the left lower back pain had suddenly significantly increased and down his left leg. Dr. Summe believed that the Defendant's damaged disc had completely collapsed on the other side. Dr. Summe contacted Boeing/Sedgwick about paying for the Defendant's regular office visits and authorizing an MRI for the Defendant's lower back. Both requests were rejected even though Boeing caused the back injury. The Defendant still suffers from stroke seizure-like symptoms suffered in the spring of 2013 resulting from too much pain, Boeing mental, physical and financial stress (DR. LARRY SALTIS, NEUROLOGIST, 5655 HUDSON DR #110, HUDSON, OH 44236, 330-342-5437, 701 WHITE POND #300, AKRON, OH 44320, 330-572-1011, ZONISAMIDE). The Defendant still suffers from severe pain from an esophagus ulcer resulting from extremely powerful back pain medication (SOUTH POINTE HOSPITAL, a CLEVELAND CLINIC HOSPITAL, SAGAMORE , EDICAL CENTER, 863 W AURORA ROAD, SAGAMORE HILLS, OH 44067, (330) 468-0190, (330) 467-2283, CATSCAN ULCER 11/29/2009, DR MARSHALL, DR PAMELA GIZZO).

BOEING EVERETT IME DOCTORS

16. Dr. Hutchinson claimed that the Defendant refused his requests. That was not true. Dr. Hutchinson told the Defendant that he could use his mind to overcome his back pain and return to work (DR. THOMAS HUTCHINSON, IME, NOVEMBER 10, 2008 AT 2:15 PM, INLAND MEDICAL EVALUATIONS, 3202 COLBY AVE. SUITE C, EVERETT, WA 98201, PH: 1 (800) 545-4715, 425-259-3335).

17. Dr. Golar and Dr. Daly treated the Defendant like he was not human. Explanation is below in paragraph 20 (SUNRISE MEDICAL CONSULTANTS, TIM DALY MD ORTHOPEDIC SURGEON, KARL GOLER MD NEUROSURGEON, DR AYERS' OFFICE, 1819 100TH PL SE, EVERETT, WA 98208, 866-391-9911, 206-214-2825, IME % JENNIFER CCONVILLE, SEDGWICK – SEATAC, FRIDAY, MARCH 19, 2010, 3:00 PM).

18. Dr. Daly and Dr. Robins performed a very short interview late in the day. The Defendant had to call his lawyer in order to obtain transportation home from Boeing's Sedgwick intervention. Their receptionist claimed that was a common "leave him out in the cold" tactic against people who make a claim against Boeing (MES SOLUTIONS, TIMOTHY DALY MD ORTHOPEDIC SURGEON, JOSEPH ROBINS MD NEUROSURGEON, 8625 EVERGREEN WAY, SUITE 210, EVERETT, WA 98208, 866-253-6959, IME % JENNIFER MCONVILLE SEDGWICK – EATAC, THURSDAY, MARCH 10, 2011, 1:00 PM).

19. Dr. Stump ordered the Defendant to lay flat on his back even after the Defendant told him that his excruciating back pain would not let him lay on his back. Dr. Stump claimed that he could not examine the Defendant and walked out to file his report (OMAC, G. M. SELIGMAN, MD ORTHOPEDIC SURGEON, WM STUMP, MD, NEUROLOGY, 127 E. INTERCITY, SUITE B, EVERETT, WA 98208, 800-331-6622, IME % JENNIFER MCONVILLE SEDGWICK – SEATAC, TUESDAY, JULY 5, 2011, 1:00 PM).

20. Boeing subjected the Defendant to hours of physical and mental examinations that have left the Defendant physical and mental scars still carried by the Defendant today. One example would be Boeing's Independent Medical Examiner (IME) Karl Goler, MD Neurosurgeon, Sunrise Medical Consultants, 1819 100th Pl SE, Everett, WA 98208, who examined the Defendant on March 19, 2010. Dr. Goler conducted his examination starting with placing his voice recorder on his table, barking out orders, making false accusations at the Defendant literally physically stripping the Defendant of his clothes in a matter of a few seconds while the Defendant expressed concerns of the removal of his socks while ignoring the Defendant's verbal concerns. Dr. Goler claimed that the Defendant's back injury and not the Defendant's cerebral palsy (CP) was the subject of his examination. But, on a very cold day in his cold examination room, Dr. Goler had the Defendant stand and walk on cold floors and sit on a cold examination table knowing that CP reacts negatively and violently to sudden contact with extreme temperature changes,

sudden noise deviations and touch, whether by his voice, hand and/or his little hammer. Dr. Goler used the Defendant's CP to aggravate the Plaintiff's severe back pain during that exam and blamed CP. CP does not cause the Defendant pain. The Defendant was subjected to tactics used on terrorists at Gitmo. (Note, All of Boeing's IME doctors located outside of WA agreed with the Defendant's neurologists.)

HISTORY

21. Boeing is responsible for the following. The Defendant noted the auto accident that damaged his left wrist joint, the loss of the upper skin, tendons, muscles, and some of the left hand bones. According to the Defendant's WY doctors, the first two surgeries were performed to save the left hand fingers and rebuild the left wrist and hand with the remaining bones and hand. A vacuum machine was connected to the Plaintiff's badly damaged hand. With the help of the WY doctors, a specialist Dr. Mark J. Hendrickson of the Cleveland Clinic in Ohio was contacted. As the Defendant prepared to fly back to Ohio, the WY doctors informed the Defendant that his Boeing Medical Insurance would not insure the owners of the vacuum machine; hence, the Defendant was not allowed to fly to Ohio with the vacuum machine. The WY doctors informed the Defendant that without the vacuum machine, the exposed new and old human cells would begin to die within two hours allowing for increased/new infections of the exposed damaged left hand and possible loss of that hand. The Defendant asked the WY doctors/hospital personnel to contact the Cleveland Clinic in Ohio about sending one of their vacuum machines to WY. The Cleveland Clinic in Ohio refused because of the lack of insurance approval. The Defendant flew to Ohio accompanied by his mother and sister, both Licensed Practical Nurses. Per the WY doctors' specific instructions, the Defendant's bandages were changed every two hours. When the Defendant arrived at the Cleveland Clinic in Ohio and met with Dr. Hendrickson, Dr. Hendrickson informed the Defendant that he could not take his case. The Defendant begged Dr. Hendrickson to take him on as his patient, assured him that he would not blame him for anything under any circumstances. The Defendant was admitted to the Cleveland Clinic that day. The Ohio owners of the vacuum machine called the Defendant while he was in the Cleveland Clinic that same day, requesting a credit card to be on file before they would deliver their vacuum machine that night to the Cleveland Clinic, installing it, and verifying that it was working properly. During the Defendant's several conversations with WY and OH doctors and hospital personnel, it was noted that the Aetna Life Insurance Company/Boeing would lose \$100K+ in future surgeries vs. amputation of the Defendant's left hand. The Defendant's phone calls to Boeing fell on deaf ears even though the Defendant guaranteed them that he would pay for all of their demanded out-of-pocket insurance payments. Boeing caused the Defendant extreme emotional distress and nearly the loss of his left hand necessary for the usage of a left hand brake control of a cerebral palsy of the legs automobile driver, necessary to maintain some upright balance when attempting to walk. The Defendant alleges that Boeing was trying to save money, and turned their back on their lawful responsibilities by supplying no personal nor medical aide. The addresses of the above noted doctors are as follows:

Dr Clayton Turner (Primary Orthopedic Dr), Casper Orthopedic Associates, 4140 Centennial Hills Blvd, Suite A, Casper, WY 82604, (307) 265-7205

Dr Matthew Mitchell (On-Call Orthopedic Dr), Casper Orthopedic Associates, 4140 Centennial Hills Blvd, Suite A, Casper, WY 82604, (307) 265-7205

Dr David Barahal (1st Two Surgeries), Anesthesiologist, 111 W 2nd St. Casper, WY 82601, (307) 237-5848

Dr Robert Ratcliff (On-Call Trauma Dr Init Receiving Dr), Wyoming Surgical Associates, 419 S Washington St, Casper, WY 82601, (307) 577-4220

Wyoming Medical Ctr, 1233 E 2nd St, Casper, WY 82601, (307) 577-7201

The Cleveland Clinic – Main Campus, Dr. Mark J. Hendrickson, Plastic Surgery, Mail Code A40, 9500 Euclid Avenue, Cleveland, Oh 44195, 440-519-6800

22. Boeing is responsible for the following. ALLSUP, hired by Boeing, contacted the Defendant on behalf of Boeing claiming that the Defendant would lose all of his Short and Long Term Boeing/Aetna Disability Benefits (STD/LTD) if he did not allow them to apply for his Social Security Disability Benefits. The Defendant filled out all of the ALLSUP papers on 6/10/2009 and signed all of the papers except the one allowing ALLSUP/Boeing free access to the Defendant's bank account. ALLSUP refused to continue with the Social Security Disability Benefits application without that signature. The ALLSUP papers claimed that the Defendant's Social Security Disability Claim was based on a Boeing Disability Claim that had been denied, and its appeal had been denied. The Defendant contacted the Social Security Disability Department. The Social Security Disability Rep told the Defendant that Boeing had no right to subsidize their monetary obligations by using the Social Security Disability Division. The Defendant contacted Boeing. Boeing neither commented nor responded to the Defendant. Some months later another lady called the Plaintiff on behalf of Boeing claiming that the Defendant would lose all of his Short and Long Term Boeing/Aetna Disability Benefits if he did not allow them to apply for his Social Security Disability Benefits. The Defendant informed her about ALLSUP, and told her that he would not allow anyone access to his bank accounts. Boeing then sent the Defendant a letter claiming that he had broken some rule(s) by refusing to work with the unknown lady above. Boeing/Aetna began deducting \$2008/mo for Social Security even though SSDI had been rejected twice. The Defendant explained to Boeing that he did not want to apply for Social Security Disability Benefits as long as Boeing was going to continually open then close his Boeing Disability Claim directly affecting whether the Defendant was eligible for Social Security Disability Benefits. After Boeing issued the Defendant an involuntary termination on 11/17/2010, the Defendant canceled all of his 12/2010 doctors' appointments, applied for private health insurance, rescheduled his 12/2010 doctors' appointments for 03/2011. Boeing then demanded that the Defendant meet with their Independent Medical Examiner (IME) on 3/10/2011 and 7/5/2011 forcing the Defendant to twice pay for his airline ticket change reimbursing the last change only, and missing the 4th of July holiday with his

Ohio family. Then Boeing denied the Defendant's Boeing disability claim and filed with the Courts to permanently close his Boeing injury claim. Several months in 2011 without disability claim income resulted in the beginning of the Defendant's Texas house foreclosure by PNC. The Defendant could not stop the foreclosure, costing him \$100K equity and \$156K loan.

SUMMARIZE UNPAID STD/LTD WORKMEN'S COMPENSATION

23. The Boeing Medical Leave of Absence calculates to 80% of annual base salary (STD) and 60% of annual base salary (LTD). The Defendant's annual base salary was \$96,500. In 2010 Boeing sent the Defendant \$4628.65. That Check added to the 2009 \$12K+ Broadspire check totaled up to the (~\$19,200K or half of the annual LTD) which Boeing recovered through their 2010 check statements to the Defendant; hence they paid the Defendant nothing. Boeing closed the Defendant's medical disability leave of absence a couple of times during the 2009-2010 years. The last Boeing closing date of the Defendant's medical disability leave of absence was August of 2010. The Defendant received ~\$19200 in the 2010, 2011, 2012 from Aetna. SSDI sent the Defendant ~\$18K in 2010, ~\$24K in 2011, ~\$24K in 2012. The Defendant was denied ~\$25200 in the 2010 and ~\$19200 in the 2011 and 2012 respectively by Boeing regarding workmen's comp and disability payments. No reason(s) for Boeing's denied Workmen's Compensation were ever given to the Defendant. Boeing used false doctors' reports including someone else's medical records noted in IME Dr. Hutchinson's medical reports to originally deny the Defendant medical disability leave of absence. In summary Boeing owes the Defendant \$145,625.00 in Workmen's Comp for the years 2007-2012: ($\$19300 + \$4825 + \$57900 + \$25200 + \$19200 + \$19200 = \$145625$)~(2007 thru 2012)

BOARD OF INDUSTRIAL APPEAL - DOCTOR'S WORK SHEET

24. Dr. Braun established that the Defendant was a Class 3 after one visit personally examining the Defendant and using his experience and wisdom to reach a conclusion based on visual and tangible facts. But, Dr. Braun had no right to establish a Class 2 for one individual (the Defendant) based on a general work sheet. Dr. Braun has never examined the Defendant when he was not suffering from excruciating back pain nor seen the Defendant prior to his back injury, and has seen the Defendant only one time. The Defendant has lived with cerebral palsy his entire life. He attended a school for the handicap for ten years which included cerebral palsy victims throughout Cleveland, OH and surrounding suburbs. The Defendant worked with the best bone specialist doctors his entire life learning about the theories and realities of the cause and effects of cerebral palsy, possible inventions by mechanical engineers that can assist one's nervous system, robotics, external assistance, etc. Every single cerebral palsy victim is unique. Prior to the Defendant's severe back injury, no doctor has ever come close to determining what the Defendant could have and has accomplished physically and mentally in his lifetime. The Defendant requests that the Class 2 recommendation be struck from the Court's record and disregarded in its entirety. (DR FREDERIC BRAUN, 1633 BIRCHWOOD AVE, STE 103, ELLINGHAM, WA 98225, 360-733-3696, 07/09/2012 02:00PM).

Curiously, nothing regarding the Boeing doctor that denied the Defendant any and all medical assistance and contacted Ken Ericksen was presented to The Board Of Industrial Appeal. The Defendant told Mr. Ericksen that the Boeing doctor had denied the Defendant handicap parking, and blamed that Boeing doctor for his back injury. Mr. Ericksen's comment about a probable 45 day assignment is not possible and should be stricken from the Court's records. Mr. Ericksen received his assignment the same day the Defendant contacted the WA Department of Labor and Industries and informed that Boeing doctor.

DISCOVERY

25. The Defendant respectfully requests that the Court ORDER copies for him of any and all documents, depositions, related material and anything allowed by the Court and Court Rules and Laws that has been and could be used by the Plaintiff/Boeing in this Case.

SUMMARY

26. Boeing denied the Defendant any and all of his Rights under Civil Rights and ADA Laws, state and federal laws, and human rights that caused the Defendant severe hardships, permanent back injury, physical, mental and financial damage, and personal discrimination toward the Defendant, and broke the Law far outside the scope of ERISA. Boeing committed these crimes twice. First, after hiring the Defendant as a contract engineer from August of 2006 through February of 2007, and secondly repeated the same crimes knowing that the Defendant had a severe back injury with excruciating pain after sending the Defendant on an 18-month temporary assignment to N. Charleston, SC from March of 2007 through the present. Boeing has purposely and knowingly committed all of these crimes twice, massively, continuously and ongoing. Boeing should be punished to the fullest extent of the Law. The Defendant is seeking a Boeing Pension for the permanent injury subject in the Injury Claim. The Defendant respectfully requests that the Court allow the Defendant to have his day in Court with a jury trial.

27. The Defendant has the right to file a complaint per the "Private Suit Rights" under Title VII of the Civil Rights Act and The Americans with Disabilities Act (ADA). The Defendant received his "Notice of Suit Rights" dated May 5, 2011 (see Exhibit R). The Defendant has been unable to find a lawyer willing to fully litigate this case after using The Yellow pages, internet, EEOC list of lawyers and personal references (including the Defendant's previous lawyer, Mathew Daheim). The Defendant is struggling with a mobility problem. The Defendant will represent himself (See Exhibit S). Boeing has filed this Appeal prior to the Defendant. If the law requires that the Defendant file an Appeal as well in order to utilize the fullest extent of the Law, then the Defendant requests an extension of time in order to exercise his Rights under the Law.

Under penalties of perjury, I declare that the facts presented above which are set out in the accompany statement of facts and other attached statements, are to the best of my knowledge and belief, are true, correct and complete.

Wherefore, Defendant prays that this court determines that Boeing is and was responsible for the Defendant's back injury in a Boeing turnstile and has subjected the Defendant to employment discrimination on the basis of disability, determine that Boeing owes the complainant \$145,625.00, a retirement income, and grant that such other and further relief to the Defendant, Prentiss B. Davis, as the Court deems appropriate.

DESIGNATION OF PLACE AND TYPE OF TRIAL

Complainant hereby designates Everett, WA as the place of the trial for this case.

Complainant hereby requests a jury trial for this case (see Exhibit T).

Dated: September 16, 2013

Signed,

Prentiss B. Davis
7684 Estate Avenue
Hudson, OH 44236
(817) 823-5356

I certify under penalty of perjury that I mailed this day the documents referenced below to the following, postage prepaid, or as otherwise noted to:

Original to: Clerk of the Court
Snohomish County Superior Court
3000 Rockefeller Avenue
M/S 502
Everett, WA 98201

Copies to:	Director Department of Labor and Industries P. O. Box 44001 Olympia, WA 98504-4510	Boeing Company Jackie Pierce P. O. Box 3707 MS 5F-08 Seattle, WA 98124-2207
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Copies to:	J. Scott Timmons, Executive Secretary Board of Industrial Appeals 2430 Chandler Ct., SW, MS F1-13 P. O. Box 42401 Olympia, WA 98504-2401	Gary E. Keehn, Atty Keehn Kunkler, PLLC 810 Third Avenue #730 Seattle, WA 98104
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Copies to:	Office of the Attorney General/Tumwater Docket Manager P. O. Box 40121 Olympia, WA 98504-0121	Prentiss B. Davis 7684 Estate Avenue Hudson, OH 44236
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EXHIBIT A

August 12, 2010
BEMS 200865

Mr. Prentiss Davis
12321 HW #152
Everett, WA 98204

Dear Mr. Davis:

In accordance with The Boeing Company's Leave of Absence policy (PRO-1874), any combination of consecutive Medical leaves of absence shall not exceed thirty (30) months in duration unless required by law or where collective bargaining agreements take precedence.

If you do not actively return to work before your leave of absence exhausts on your employment with The Boeing Company will end.

As a first step if you are planning on returning to work, you must be released by your healthcare provider to return to work. If you will have restrictions or require a reasonable accommodation to perform your job, you must provide medical documentation directly to Boeing Health Services before your leave exhausts to allow sufficient time for an accommodation review to be conducted.

If you are receiving disability income, such as Long Term Disability, disability payments will end as soon as you are released to return to work.

If you currently are receiving Long Term Disability payments and are NOT released to return to work, continue to be disabled, continue to meet ongoing disability requirements, and are released from employment with The Boeing Company, your Long Term Disability payments will continue as long as you remain eligible.

If you are currently holding a 60-Day Advance Notification of Layoff and are NOT released to return to work, you will not be eligible for layoff benefits.

If you have further questions, please contact the focal at the telephone number on the Tip Sheet located on the back of this letter.

Sincerely,

Boeing Leave Management Services

FOR QUESTIONS ABOUT:	CONTACT AND RESOURCE INFORMATION:
Benefits-Medical, health coverage, COBRA	Call Boeing TotalAccess at 1-866-473-2016; when prompted say, "Health and Insurance" or access the external web site at https://my-ext.boeing.com . You will need to enter your BEMS ID or Social Security Number and Boeing TotalAccess password to access the web site. Service Representatives are available Monday through Friday, excluding holidays, 8 a.m. to 8 p.m. Eastern time; 7 a.m. to 7 p.m. Central time; 6 a.m. to 6 p.m. Mountain time; 5 a.m. to 5 p.m. Pacific time. Hearing impaired callers can access TTY/TDD service at 800-755-6363.
Boeing Medical Clinic / Health Services to schedule obtaining clearance if you are released to return to work with restrictions	Call your most convenient Boeing location to ask for Boeing Medical or Boeing Health Services to schedule obtaining clearance if you are released to return to work with restrictions.
Clearance to Return to Work instructions from Aetna via TotalAccess	Call Boeing TotalAccess at 1-866-473-2016; when prompted say, "Leave of Absence."
Company Property return	Return to your Boeing Company supervisor or Guard Gate.
Long Term Disability payments	Call Boeing TotalAccess at 1-866-473-2016; when prompted say, "Leave of Absence."
Pension	Call Boeing TotalAccess at 1-866-473-2016; when prompted say, "Pension" or access the external web site at https://my-ext.boeing.com . You will need to enter your BEMS ID or Social Security Number and Boeing TotalAccess password to access the web site. Service Representatives are available Monday through Friday, excluding holidays, 8 a.m. to 8 p.m. Eastern time; 7 a.m. to 7 p.m. Central time; 6 a.m. to 6 p.m. Mountain time; 5 a.m. to 5 p.m. Pacific time. Hearing impaired callers can access TTY/TDD service at 800-755-6363.
PTD (Permanent & Total Disability)	Call Boeing TotalAccess at 1-866-473-2016; when prompted say, "Leave of Absence."
Resignation while on a Leave of Absence	Contact your Human Resources focal or Manager for instructions or access the external Boeing TotalAccess website at https://my-ext.boeing.com .
Retirement Paperwork (Commencement Packet to begin the retirement process)	Call Boeing TotalAccess at 1-866-473-2016; when asked "How can I help you today," say "Retirement." If you <i>have NOT requested a retirement packet</i> , request that a packet be mailed to you, complete it, and return it by the deadline given to you by your representative. If you <i>have submitted the retirement paper work</i> , when asked "Have you requested a commencement packet," say "Yes."
Savings (VIP)	Call Boeing TotalAccess at 1-866-473-2016; when prompted say, "Savings," once transferred to the Boeing Savings Service Center, you may press the zero key to be connected to a customer service representative. Or access your account from the external web site at https://my-ext.boeing.com . You will need to enter your BEMS ID or Social Security Number and Boeing TotalAccess password. Service Representatives are available Monday through Friday, excluding holidays, 8 a.m. to 8 p.m. Eastern time; 7 a.m. to 7 p.m. Central time; 6 a.m. to 6 p.m. Mountain time; 5 a.m. to 5 p.m. Pacific time. Hearing impaired callers can access TTY/TDD service at 800 755 6363.

EXHIBIT B

JUNO Message Center

From: "Davis, Prentiss B" <Prentiss.B.Davis@boeing.com>
 To: "Pritchard, Mardel R" <Mardel.R.Pritchard@boeing.com>
 Cc: <prentiss.davis@juno.com>
 Sent: Tue, Mar 06, 2007 08:06 AM
 Subject: RE: Parked Illegally

Will do...See you in 16 months. Thanks, Prentiss

> From: Pritchard, Mardel R
 > Sent: Tuesday, March 06, 2007 7:42 AM
 > To: Davis, Prentiss B
 > Subject: RE: Parked Illegally

> Thank you for letting me know and good luck in SC. Let me know in advance when you will be returning.

> Thank you.

> Mardel Pritchard
 > Parking Consultant
 > The Parking Office
 > 425-294-3152/Cell Phone 253-740-4664
 > M/C 0W-06/Fax: 425-294-6380
 > http://workplace-services.web.boeing.com/parking/ps/

> From: Davis, Prentiss B
 > Sent: Tuesday, March 06, 2007 6:56 AM
 > To: Pritchard, Mardel R
 > Subject: RE: Parked Illegally

> Hi Mardel, I will be heading out tomorrow (3/7/2007) for SC. As of COB today I won't be needing stall no. 1509

> Thanks, Prentiss

> From: Pritchard, Mardel R
 > Sent: Tuesday, February 06, 2007 4:00 PM
 > To: Davis, Prentiss B
 > Subject: RE: Parked Illegally
 > Importance: High

> Hi Prentiss,

> Please find attached the assigned stall number 1509 at the 40-87 second floor. I am so happy everything is working out for you. Please let me know when your leaving so I can release your stall and also prior to you returning to Everett, Washington.

> Let me know if there is anything else I can do for you.

> Good Luck and enjoy South Carolina.

> << File: 40-87 - Stall 1509.ppt >>

http://webmailab.juno.com/webmail/new/8?folder=Inbox&command=print&msgList=0000... 1/9/2011

>
 > Mardel Pritchard
 > Parking Consultant
 > The Parking Office
 > 425-294-3152/Cell Phone 253-740-4664
 > M/C 0W-06/Fax: 425-294-6380
 > http://workplace-services.web.boeing.com/parking/ps/

> From: Davis, Prentiss B
 > Sent: Tuesday, February 06, 2007 2:13 PM
 > To: Pritchard, Mardel R
 > Subject: RE: Parked Illegally

> Thank you for your help...Prentiss

> From: Pritchard, Mardel R
 > Sent: Thursday, September 21, 2006 10:35 AM
 > To: EXT-Davis, Prentiss B
 > Subject: RE: Parked Illegally
 > Importance: High

> Prentiss,

> I apologize you have misunderstood me. Answer to your questions below:

> 1). You were given an Tier 2 Medical pass which allows you to park in any "red square", unmarked parking stall OR any ADA parking stall that does not have a number on the ground. Yesterday you were parking in an Numbered ADA parking stall that is assigned to an individual person that has a medical limitation that allows them their own permanent parking stall.

> 2). You bring up a good question as to why the badge office does not have any ADA stalls in their area I wasn't aware of that I will certainly look into. Thank you.

> 3). As for Medical I don't know their processes as I work for the Parking Office but you do bring up some validating points.

> 4). The Boeing Company's compliance with the Americans Disability Act (ADA) is not State or Federal funded this is private property.

> I hope I cleared up any questions our doubts you may have had. Please give me a call if you still need clarification at 425-294-3152. Thank you.

> Mardel Pritchard
 > Parking Administration Office
 > 425-294-3152/Cell Phone 253-740-4664
 > M/C 0W-06/Fax: 425-294-6380
 > http://workplace-services.web.boeing.com/parking/ps/

> From: EXT-Davis, Prentiss B
 > Sent: Thursday, September 21, 2006 9:43 AM
 > To: Pritchard, Mardel R
 > Subject: RE: Parked Illegally

http://webmailab.juno.com/webmail/new/8?folder=Inbox&command=print&msgList=0000... 1/9/2011

> I am curious about your rules and regulations. I was in Ohio with my
 > car, when I received this Boeing assignment. My home is in TX. My
 > car has handicap TX tags. I stay in WA motels during this assignment
 > (two different ones since I started this Boeing assignment about three
 > weeks ago). I drive down to Portland, Oregon every other weekend. I
 > maintain my home in TX in which I am the only resident. Each and
 > every month I fly to TX to take care of my personal business. I have
 > AA flight reservations for Oct, Nov Dec 2006 and Jan, 2007 back or.
 > I am on a temporary contract in WA for six months or less with Boeing
 > I called the WA BMV. They told me that under these conditions that
 > have just stated, I am within the WA law to drive my vehicle with TX
 > tags and park my car in public WA handicap parking spaces. And, they
 > said I would have a problem using a motel as a permanent address to
 > acquire a WA driver's license/tags. I checked with the WA state
 > regarding ownership of WA handicap parking spaces. It seems most WA
 > handicap parking spaces are funded by federal and state funds, which
 > place those handicap parking spaces under federal jurisdiction. Did
 > Boeing receive federal and/or state funds for your Boeing handicap
 > parking spaces? I see that you have handicap parking spaces by your
 > Boeing Personnel and medical center. Is there a reason why there is
 > no handicap parking space by the badging entry in each of your other
 > Boeing parking areas? I see you have motorcycle parking by these
 > entrances. Your Boeing doctor demanded TX medical records from me
 > when I was sent to her for handicap parking pass. Those records are
 > nearly 10 years old. Why does Boeing have the right to demand
 > out-of-state medical records from a doctor no longer used by me? I
 > and my personal physicians had supplied the requested Boeing medical
 > forms from my two long time doctors (OH and TX). My handicap is a
 > lifetime condition. I have worked at Boeing Renton and Everett on
 > previous assignments. Boeing allowed me to park in Boeing handicap
 > parking spaces on those assignments.

> I try to follow all rules to the letter. I did not want to come under
 > your radar. I thought the latest medical pass tier 2 was sent to me
 > in the mail by the medical department. Now I am not so sure since I
 > am not allowed to park in the handicap space. I also have a medical
 > parking pass issued by your medical department until Sept 21 for that
 > handicap space. Sorry I did not have that handicap parking pass
 > displayed yesterday. When I can find a parking space outside building
 > 40-87, I will use it. I do not want to and will not knowingly break
 > your rules.

> Prentiss

> From: Pritchard, Mardel R
 > Sent: Wednesday, September 20, 2006 12:38 PM
 > To: EXT-Davis, Prentiss B
 > Subject: RE: Parked Illegally

> I understand you have come here from out of state and haven't learned
 > all of our rules and regulations. Thank you.

> Mardel Pritchard
 > Parking Administration Office
 > 425-294-3152/Cell Phone 253-740-4664
 > M/C OW-06/Fax: 425-294-6380
 > <http://workplace-services.web.boeing.com/parking/ps/>

> From: EXT-Davis, Prentiss B
 > Sent: Wednesday, September 20, 2006 12:04 PM
 > To: Pritchard, Mardel R

> Subject: RE: Parked Illegally
 > Sorry, I won't do it again. Prentiss Davis

> From: Pritchard, Mardel R
 > Sent: Wednesday, September 20, 2006 12:33 PM
 > To: EXT-Davis, Prentiss B
 > Subject: Parked Illegally
 > Importance: High

> Prentiss,
 > You are parked illegally in an assigned Medical Stall #625 which is
 > assigned to an individual employee. You have a Tier 2 medical pass
 > which allows you to park in any Red Square stall or any general
 > parking (unmarked) stalls. Please see link describing the different
 > parking tier levels and what they mean.

> http://workplace-services.web.boeing.com/Parking/PS/parking_faq.asp#tier_level

> If you should have any further questions regarding this matter please
 > do not hesitate to contact me at 425-294-3152 or through my email.

> Thank you.

> Mardel Pritchard
 > Parking Administration Office
 > 425-294-3152/Cell Phone 253-740-4664
 > M/C OW-06/Fax: 425-294-6380
 > <http://workplace-services.web.boeing.com/parking/ps/>



EXHIBIT C



FW: Vehicle Violation

"McLoughlin, Glenn V" <Glenn.V.McLoughlin@boeing.com>
"Davis, Prentiss B" <Prentiss.B.Davis@boeing.com>
Fri, 9 Feb 2007 19:58:48 -0800

Boeing Citation 0 (385KB)

Prentiss,

FYI, this was my original response to your issue. Just thought you'd like to have the documentation in case anything else happens.

Take Care,

Glenn V. McLoughlin
Uniformed Security
The Boeing Company
Everett 2nd Shift
Emergency: (206)855-2222
Cell: (425)418-4891
Dispatch: (206)855-8800

>
> From: McLoughlin, Glenn V
> Sent: Saturday, February 03, 2007 2:43 PM
> To: Rocco, Douglas C
> Cc: 'mrslueth@aol.com'
> Subject: FW: Vehicle Violation

> Doug, I encountered Mr. Davis while doing routine patrol in the 40-87 parking garage. His vehicle was double parked into the travel lane restricting traffic as were other vehicles, all of which were cited
> I did issue Mr. Davis' vehicle a Boeing citation for this infraction.
> As I was placing this infraction upon his windshield he approached.
> He informed me that this was his only recourse as all of the handicapped stalls were assigned otherwise and he was told he could not park in them. I told Mr. Davis that he had the right under Washington State Law to park in any properly marked handicapped stall...period! I also believe this was a right guaranteed to him under the Americans with Disabilities Act (ADA). His vehicle currently displays an unexpired Texas state handicapped plate and he clearly walked with a great need of assistance from his crutches. Mr. Davis was cited without incident and was told to contact you. I suggest we make every attempt to accommodate him before this becomes a bigger issue that any of us can handle. Furthermore, I do not know how we can assign to people, permanent parking stalls that are handicapped. If the issue is that we don't have enough handicapped parking for our customers/employees/business partners, then we need to get with the parking committee and resolve the issue by adding more stalls. There certainly is plenty of non handicapped stalls that can be converted. These other people can walk...he can't. As a 18 year police veteran I cant see how we can defend any other position.

> Thanks for your immediate attention to this issue.

>
> Glenn V. McLoughlin
> Uniformed Security
> The Boeing Company
> Everett 2nd Shift
> Emergency: (206)855-2222
> Cell: (425)418-4891
> Dispatch: (206)855-8800

>
> From: Davis, Prentiss B
> Sent: Saturday, February 03, 2007 10:18 AM
> To: Rocco, Douglas C
> Cc: McLoughlin, Glenn V
> Subject: Vehicle Violation
>
> Official McLoughlin suggested that I contact you about a problem that I have had since beginning working with Boeing Everett in Sept. of 2006.
> I have Cerebral Palsy or the legs since birth and until death. I drive a car equipped with hand controls with TX handicap plates. The Boeing doctor and her manager have consistently refused to allow me to park in any and all handicap parking spaces in any WA Boeing facility.
> Your parking attendants have called me when I have violated any of your parking restrictions. I went direct with Boeing last week and the doctors have still barred me from all handicap parking. Your officer and I agree that I am entitled to some help with parking since Boeing demands that I move from building to building to do my job. My OH and TX doctors filled out all requested Boeing medical paperwork declaring that I am permanently disabled with regards to walking last Sept. Yesterday evening I was given a citation because I double parked when I could not find an open parking space after returning from an MRB class. If you feel that you can be of help to me with my parking problem, I would appreciate any and all help. I have been stressed many times parking far away and endangering myself walking on ice, snow and slippery conditions. I am scheduled to report to South Carolina next month. But, I fear that Boeing will not help me there either.
>
> Thanks, Prentiss Davis 425-294-5150
>
> <<Boeing Citation 02-02-2007.jpg>>

Total: 1 Image(s) | View Slideshow | Download Selected





DATE	TIME	LOCATION OF VIOLATION	
OWNER / OPERATOR		DEPARTMENT	MAIL CODE
BEMS ID / SSN	VEHICLE MAKE / MODEL	LICENSE / ID NO.	VEHICLE COLOR

PARKING CITATION

IN NUMBERED STALL BLOCKING FIRE EQUIPMENT / BUILDING ACCESS
 MOTORCYCLE AREA IN VEHICLE AISLE / PEDESTRIAN AISLE
 NO PARKING ZONE / NOT DESIGNATED PARKING AREA PARKED IN HANDICAP STALL
 TAKING MORE THAN ONE STALL OTHER: _____

TRAFFIC CITATION

VEHICLE WHEEL LOCK YES NO CASE #: _____
 VEHICLE TOW YES NO CASE #: _____
 UNSAFE BACKING FAIL TO OBEY OFFICER VEHICLE LIGHTING
 LICENSING LISTENING DEVICE PASSENGERS
 TRAFFIC CONTROL DEVICE SCOOTERS / BICYCLE
 SPEEDING _____ IN _____ ZONE

OTHER: _____

REMARKS: _____

PATROL NUMBER: _____

OFFICER I.D. (BEMS ID / SSN) _____

F71000048 NEW (11 MAR 2002)



EXHIBIT D



RE: Vehicle Violation

"McLoughlin, Glenn V" <Glenn.V.McLoughlin@boeing.com>
 "Davis, Prentiss B" <Prentiss.B.Davis@boeing.com>
 Fri, 9 Feb 2007 19:51:38 -0800

Prentiss,

It sounds like it might be worth a 100 boeing pride points...LOL. Just joking! Anyway, did they dismiss the parking infraction as well? If not then let me know and I will see what it is that I can do about that too! If there is anything else I can do for you please DO NOT HESITATE to ask.

Take Care,

Glenn V. McLoughlin
 Uniformed Security
 The Boeing Company
 Everett 2nd Shift
 Emergency: (206)855-2222
 Cell: (425)418-4891
 Dispatch: (206)855-8800

> From: Davis, Prentiss B
 > Sent: Friday, February 09, 2007 2:56 PM
 > To: McLoughlin, Glenn V
 > Subject: RE: Vehicle Violation

> Hi there Glenn, I was going to email you about the parking. Yes, a lot has happened. On Wednesday, the Boeing doctor did a 180 and allocated me a numbered handicap stall in Bldg 40-87, and treated me as though we were old friends. On top of that, she requested a Boeing supplied handicap scooter for me to be delivered to South Carolina where I will be temporarily assign starting next month. Once I return to Everett, I have been promised another numbered handicap parking space. The numbered stall will help me more than any of these people can imagine. So, thank you for all of your help. Your manager took time to speak to me, too. I don't believe any of this would have happened without your input. If there ever is anything I can do for you, feel free to ask me.

> Take care, Prentiss

> From: McLoughlin, Glenn V
 > Sent: Friday, February 09, 2007 2:16 PM
 > To: Davis, Prentiss B
 > Subject: RE: Vehicle Violation

> Hi Mr. Davis,
 > I just wanted to follow up with you and find out if there has been any resolution to you parking dilemma. Please let me know.

> Thanks

> Glenn

> Glenn V. McLoughlin
 > Uniformed Security
 > The Boeing Company
 > Everett 2nd Shift

> Emergency: (206)855-2222
 > Cell: (425)418-4891
 > Dispatch: (206)855-8800

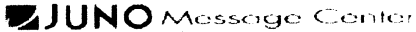
> From: Davis, Prentiss B
 > Sent: Friday, February 09, 2007 10:13 AM
 > To: Rocco, Douglas C
 > Cc: McLoughlin, Glenn V
 > Subject: Vehicle Violation

> Officer McLoughlin suggested that I contact you about a problem that I have had since I began working with Boeing Everett last Sept. of 2006. I have Cerebral Palsy of the legs since birth and until death. I drive a car equipped with hand controls with TX handicap plates. The Boeing doctor and her manager have consistently refused to allow me to park in any and all handicap parking spaces in any WA Boeing facility, Your parking attendants have called me when I have violated any of your parking restrictions. I went direct with Boeing last week and the doctors have still barred me from all handicap parking. Your officer and I agree that I am entitled to some help with parking since Boeing demands that I move from building to building to do my job. My OH and TX doctors filled out all requested Boeing medical paperwork declaring that I am permanently disabled with regards to walking last Sept. Yesterday evening I was given a citation because I double parked when I could not find an open parking space after returning from an MRB class. If you feel that you can be of help to me with my parking problem, I would appreciate any and all help. I have been stressed many times parking far away and endangering myself walking on ice, snow and slippery conditions. I am scheduled to report to South Carolina next month. But, I fear that Boeing will not help me there either.

> Thanks, Prentiss Davis 425-294-5150

> << File: Boeing Citation 02-02-2007.jpg >>

EXHIBIT E



From: "prentiss.davis@juno.com" <prentiss.davis@juno.com>

To: info@eeoc.gov

Sent: Wed, Feb 11, 2009 05:50 AM

Subject: PHYSICALLY CHALLENGED/RACIAL DISCRIMINATION

DEAR SIR OR MADAM: I AM AN AFRICAN AMERICAN SR AERONAUTICAL ENGINEER BORN WITH CEREBRAL PALSY OF THE LEGS WHO WALKED WITH ONE CANE AND WHO WORKED FOR BOEING COMMERCIAL AIRCRAFT (BCA) IN EVERETT, WA AS A CONTRACT ENGINEER ON THE 787 PROGRAM FROM AUG OF 2006 UNTIL GOING DIRECT WITH BCA ON JAN 26, 2007 AS A 787 BOEING LIAISON ENGINEER. AS A FORMER CONTRACT ENGINEER I WAS NOT ALLOWED TO USE BOEING HANDICAPPED PARKING SPACES PER BCA'S EVERETT MEDICAL DEPARTMENT DIRECTIVE. MY PERSONAL DOCTORS AND MGMT REQUESTED ACCESS TO BCA HANDICAPPED PARKING FOR ME ONLY TO BE CONSTANTLY TURNED DOWN BY BCA MEDICAL FROM AUG OF 2006 THRU JAN OF 2007. WHEN I WENT DIRECT WITH BCA ON JAN 26, 2007 I AGAIN REQUESTED ACCESS TO BCA HANDICAPPED PARKING ONLY TO BE DENIED AGAIN. MY NEW DIRECT JOB POSITION REQUIRED THAT I TAKE CLASSES LEADING TO MY LIAISON ENGINEER CERTIFICATION WITH THE FAA PRIOR TO MY ASSIGNMENT ON THE 787 AT GLOBAL AERONAUTICA IN CHARLESTON, SC; HENCE, I HAD TO FIND AVAILABLE PARKING AND MANUALLY CARRY MY BCA COMPUTER AND CLASS MATERIAL TO CLASS AND BACK TO MY BCA JOB ASSIGNMENT IN ANOTHER BUILDING AFTER CLASS OVER LARGE CHALLENGING WALKING DISTANCES. I WAS REQUIRED TO PASS ANY AND ALL EXAMINATIONS AND WRITE TWENTY (20) TAGS TO ACQUIRE MY FAA CERTIFICATION. ON FEB 5, 2007 AFTER COMPLETING MY FAA LESSONS I HAD TO PARK TWO PARKING LOTS AWAY DUE TO THE OVERCROWDED PARKING, CARRY MY BCA COMPUTER AND CLASS MATERIALS ACROSS THOSE TWO PARKING LOTS AND TRANSFER ME AND MY BCA COMPUTER AND CLASS MATERIALS THRU A BCA TURNSTYLE. UNFORTUNATELY, MY HEEL BECAME CAUGHT WITHIN THAT TURNSTYLE AND MY BODY BECAME BADLY TWISTED WITHIN THAT TURNSTYLE WITH THE HEAVY WEIGHT OF COMPUTER AND CLASS MATERIALS CAUSING SEVERE DAMAGE TO MY SPINAL CHORD. I HAVE SUFFERED FROM SEVERE LOWER BACK PAIN AND FORCED TO WALK IN AGONY WITH TWO CANES FROM THAT DAY ON. BECAUSE THE BCA MEDICAL DEPT HAD BEEN SO BIASED TOWARD ME WITH THE DENIAL OF HANDICAPPED PARKING, I FILED A DISCRIMINATION COMPLAINT WITH L&I INVESTIGATIONS, P. O. BOX 44277, OLYMPIA, WA 98504-4277. A WA 16 YEAR POLICE OFFICER WORKING PARTTIME AS A BCA SECURITY HAD TICKETED ME FOR DOUBLE PARKING PRIOR TO MY INJURY. IT WAS HE WHO INFORMED BCA MEDICAL THAT I HAD ALL OF THE PROPER HANDICAPPED PLATES/IDS THAT GAVE ME THE RIGHT TO PARK IN WA HANDICAPPED PARKING SPACES. HE INFORMED BCA MEDICAL THE FEDERAL AND STATE LAWS SUPERSEDED BOEING'S LAWS THAT HAD BEEN STATED BY BCA MEDICAL. LATE ON FEB 5, 2007 I REQUESTED AN AUDIENCE WITH BCA MEDICAL. I INFORMED BCA MEDICAL THAT I HAD FILED A WA CLAIM AGAINST BOEING. I LEARNED THAT THE POLICE OFFICER HAD GONE OVER HIS MANGER'S HEAD AND CONTACTED BCA MEDICAL WHICH IMMEDIATELY LED TO BCA MEDICAL ASSIGNING ME A HANDICAP PARKING SPACE NEAR THE ELEVATOR BY MY ASSIGNED WORK POSITION IN EVERETT, WA. I PASSED ALL OF THE BOEING/FAA COURSES AND BEGAN TO WRITE TAGS TO SATISFY MY CERTIFICATION REQUIREMENTS. I WAS THEN DIRECTED TO IMMEDIATELY RELOCATE TO GLOBAL AERONAUTICA IN CHARLESTON, SC THE FIRST WEEK IN MARCH OF 2007 FOR MY 16 MONTH TEMPORARY ASSIGNMENT AS A 787 BOEING LIAISON ENGINEER. BCA ISSUED ME AN ELECTRIC SCOOTER TO ASSIST ME WITH MY INJURED BACK WHILE AT GA, NO HELP OUTSIDE OF WORK. WHILE AT GA, MY LEAD CHANGED THE RULES TOWARD/FOR ME AND ME ALONE (35+ YEARS AS A DEGREEED ENGINEER) REQUIRING THAT I COMPLETE 40 TAGS, AND THEN LATER AN INDEFINITE NUMBER OF TAGS TO GAIN CERTIFICATION. I WAS TRANSFERRED TO THE END OF THE SECOND FLOOR OF GA AND ISOLATED FROM THE REST OF THE LIAISON ENGINEERS. I WAS CUT OFF FROM ANY AND ALL COMMUNICATION WITH THE LIAISON ENGINEERS EXCEPT THROUGH MY BCA COMPUTER. WITHOUT CERTIFICATION I COULD NOT TRANSFER TO ANOTHER AREA IN BOEING NOR TRANSFER MY FUTURE "CERTIFICATION" TO ANOTHER COMPANY. MY LEAD WAS PHYSICALLY CHALLENGED / RACIALLY BIASED TOWARD ME. THERE WERE NO BLACK LIAISON ENGINEERS VISIBLE TO ME IN EVERETT, WA NOR AT GA IN SC. AND, IT WAS MY LEAD THAT ISOLATED ME

FROM EVERYONE DURING HIS TIME AT GA (AUG OF 2007 THRU AUG OF 2008). MY MANAGER'S PERSONAL EVALUATION OF ME IN DEC OF 2007 INCLUDED TERMS THAT HE WOULD NO LONGER "TOLFPATE" ME AS HIS LIAISON ENGINEER. MY MANAGER AND LEAD WERE PREPARING TO FIRE ME. I HAVE NEVER REUSED TO DO AN ASSIGNMENT NOR DISRESPECT MY MGMT. I RECEIVED A 1 OUTSTANDING REVIEW FROM MY PREVIOUS MANAGERS. TWO DAYS PRIOR TO THE START OF LIMITATIONS (FEB 5, 2008) BOEING SENT ME A LETTER CLAIMING NO RESPONSIBILITY FOR MY BACK INJURY NOR ANYTHING THAT LED UP TO MY BACK INJURY ON BOEING PROPERTY. ON FEB 4, 2008 I HIRED A WA DOCTOR AND FILED A CLAIM FOR WORKMEN'S COMP AGAINST BOEING (CLAIM # 789214023). AFTER SEEKING MEDICAL HELP FOR MY BACK FROM FOUR PROFESSIONAL DOCTORS PLUS TWO BOEING ASSIGNED DOCTORS (IME), PHYSICAL THERAPY, EPIDURAL INJECTIONS, AND AFTER A SHORT TERM DISABILITY LEAVE FROM MAY 14, 2008 THROUGH NOV 14, 2008, BOEING HAS CEASED ANY AND ALL INCOME TO ME, AND ANY AND ALL BOEING INSURANCE COVERAGE FOR ME. I AM STILL A BOEING EMPLOYEE IN NAME ONLY. I HAVE HAD TO PAY \$492/MO SINCE NOV 1, 2008 FOR CONTINUED INSURANCE COVERAGE OUT OF MY OWN POCKET, PRIOR TO THE END OF THE SHORT TERM DISABILITY. I PAID FOR BOTH SHORT TERM AND LONG TERM DISABILITY HEALTH BENEFITS AS A DIRECT BOEING EMPLOYEE. WHILE DRIVING FROM EVERETT, WA TO OHIO ON NOV 22, 2008 FOR THANKSGIVING, I WAS INVOLVED IN AN AUTO ACCIDENT WHILE TRYING TO AVOID DEER ON I-90 IN BUFFALO, WY AT NIGHT. I HAVE LOST THE USE OF MY LEFT HAND WHILE UNDERGOING MULTIPLE SURGERIES TO REPAIR MY INJURIES. I AM FACING BANKRUPTCY WITH NO INCOME AND NO HELP FROM BOEING. I NEED THE HELP OF A VERY GOOD LAWYER. I DID NOT WANT TO FIGHT ANYONE. BUT, NOW IT IS IMPERATIVE THAT I FIGHT BACK. THANK YOU FOR ANY AND ALL HELP, PRENTISS DAVIS 216-403-4749 EVERETT, WA 98204 (TEMPORARY ADDR: 7684 ESTATE AVE, HUDSON, OH 44236 UNDERGOING SURGERIES AT CLEVELAND CLINIC HOSPITAL IN OHIO)

<http://webmailab.juno.com/webmail/new/8?folder=Sent&command=print&msgList=0000...> 1/11/2011

<http://webmailab.juno.com/webmail/new/8?folder=Sent&command=print&msgList=0000...> 1/11/2011

EXHIBIT F

10/1/09

Re: Whom I May Concern:

Premiss Davis was instructed to say hello on August 15, 2008, September 15, 2008 through November 7th, 2008, which was the date of the Independent Medical Exam, due to his unbar injury.

Jeff Sumner, DA

[REDACTED]

EXHIBIT G

MIKE KREIDLER
STATE INSURANCE COMMISSIONER



Phone: 360-427-4200
Toll-Free: 1-800-562-6900

Sincerely,

Bianca Stoner

Bianca Stoner
Compliance Analyst
1-800-562-6900
(Fax) 360-586-2018

January 07, 2011

Prentiss Davis
12321 Highway 99 South
#128
Everett WA 98204

Re: Case Number 1045425

Dear Mr. Davis:

We have received a response from Aetna regarding the disability insurance issue that you had mentioned to our office.

As you had mentioned, you were questioning the calculation method that Aetna used to offset your disability income by the amount of your worker's compensation income.

Unfortunately, Aetna's disability contract contains language that allows them to offset disability income by other sources of income, including worker's compensation.

You had also mentioned that you want Boeing to refund the amount that you had to pay towards health insurance premiums. Although our office doesn't have jurisdiction over employers, there's an agency that does have such jurisdiction: the U.S. Department of Labor. They have a Seattle office, and their phone number is (866) 444-3272. If you file a complaint with their office, they may be able to assist you in recovering some of that money.

We really wish that there was more we could do to assist you, but unfortunately, this issue is a contractual dispute between you and Aetna, and our office doesn't have the authority to settle these types of disputes. I really do wish that we had better news for you and that the outcome was more favorable. Please feel free to contact me if you have any questions.

Want to learn more about the Office of the Insurance Commissioner and our services? Go online to:

Read our WAinsuranceblog: <http://wainsurance.blogspot.com>

Follow our consumer updates on Twitter: <http://twitter.com/WAinsuranceblog>

Get our news releases and updates on new laws: <http://inscr.wa.gov/cgi-bin/wa/OC-REGULATIONS>

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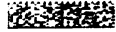
EXHIBIT H



Billing Notice



Statement Date 06-10-2009
Account Number 185240043



003057
PRENTISS B. DAVIS
12321 HWY 99 S
152
EVERETT WA 98204

This bill is for your benefit coverage.

Previous Balance	-	Payments Received	+	Current Billing Period Charges	+	Account Adjustments	=	Total Amount Due
\$482.35		\$482.35		\$520.81		\$0.00		\$520.81

Your payment must be received by 07-01-2009.

Please include your account number on your check or money order. Do not include any additional correspondence with your bill. Any correspondence returned with your bill will be discarded.

Pay With Direct Debit

For future payments, consider paying your bill with the convenience of direct debit. To enroll in direct debit, please follow the link to the Health and Insurance Plans through the internal Boeing computing network at <http://my.boeing.com>. From outside the Boeing computing network, follow the links at <https://my-ext.boeing.com>.

Total Amount Due: \$520.81

PRENTISS B. DAVIS

- Make your check or money order payable to **The Boeing Company** (do NOT send cash).
- Tear off and enclose this portion of the bill with your payment in the envelope provided.
- See the For More Information section on the back of this bill for address or coverage changes.

THE BOEING COMPANY
P.O. BOX 0654
CAROL STREAM IL 60132-0654

2346 000654 185240043 052081 07312009 1 0



185240043 02346-V003057



EXHIBIT J



AIG Claim Services, Inc.[®]
A&H Claims Department
 P. O. Box 25987
 Shawnee Mission, KS 66225
 800.551.0824

On behalf of:
AIG Life Insurance Company

Mr. Prentiss Davis
 June 9, 2009
 Page 2

June 9, 2009

Mr. Prentiss Davis
 7684 Estate Ave.
 Hudson, OH 44236

RE: Prentiss Davis
 Policy Number: BSC 8051004
 Policyholder: The Boeing Company
 Claim Number: 645-604275

Dear Mr. Davis:

We are writing with regard to your claim for accidental dismemberment benefits and were very sorry to learn of the injury you sustained to your left wrist and hand on November 23, 2008.

We have completed our review of this claim and concluded that no benefits are payable. The following is intended to provide a full explanation for our decision. We regret that our decision could not be favorable.

- The Proof of Loss-Accidental Dismemberment/Paralysis claim form dated February 18, 2009.
- The Attending Physician's Statement completed by Dr. Mark Hendrickson on February 18, 2009.
- Medical records of Dr. Mark Hendrickson and Cleveland Clinic from December 3, 2008 to February 10, 2009.

The information reviewed indicates that on November 23, 2008 you were involved in a rollover MVC in Wyoming when you were driving to Ohio and sustained injuries to your left hand and wrist.

Please be advised that this Policy provides coverage for certain types of losses. Relevant to this claim, the Policy provides the following:

Injury-means bodily injury caused by an accident occurring while this Policy is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes in a covered loss.

Accidental Dismemberment and Paralysis Benefit- If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

<i>For Loss of</i>	<i>Percentage of Principal Sum</i>
<i>One Hand or One Foot</i>	<i>50%</i>

A Member Company of
 American International Group, Inc.

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint

After reviewing the information received, we have determined that we must decline payment of this claim as you did not sustain a complete severance of your hand at or above the wrist joint. We regret that our decision could not be favorable.

While we firmly believe our position is correct, we understand that you may disagree with our decision. In accordance with the terms and conditions of the Employee Retirement Income Security Act (ERISA) that governs this plan, you have the right to a review through appeal. Your appeal must be submitted in writing to this office not later than 180 days after you receive this written notice. The appeal must include the specific reasons you disagree with our determination. You must submit medical proof that you sustained a complete severance of your hand at above the wrist joint. Please address your appeal to:

AIG Claims Services, Inc.
 Accident & Health Division
 Claims Department
 On behalf of AIG Life Insurance Company
 P.O. Box 25987
 Shawnee Mission, KS 66225

You have the right to bring civil action under ERISA 502(a) following exhaustion of the plan's administrative remedies.

If you have any questions, do not hesitate to contact our office at the above telephone number

American International Group reserves all rights and defenses concerning this claim for plan benefits. Nothing in this letter or any other communication that you have received or will receive from us should be interpreted as waiving or prejudicing any of the rights and defenses of ourselves or the plan, which we specifically reserve.

Sincerely,

Charlene L. Stokes
 AD&D Claims Examiner

cc: The Boeing Company

EXHIBIT K



PO Box 14557
Lexington, KY 40512-4557

Douglas A. Burdick
Sr. Technical Specialist
Benefit Management Services
Phone 800-882-5966
Fax 866-275-2174

**** Keep a copy of this letter for your records****

May 26, 2009

Prentiss Davis
12321 Highway 99, South #152
Everette, WA 98204

Group Plan No 777
Employer The Boeing Company

Dear Mr. Davis:

Claims under The Boeing Company's Short Term Disability (STD) group plan are administered by Aetna Life Insurance Company (Aetna).

We have completed our appeal review of the termination of your claim for STD benefits. Based upon our review we have upheld the decision to terminate STD benefits effective September 12, 2008.

Your STD file has been returned to the claim team for processing

Pursuant to The Boeing Company's disability plan.

"You become disabled as a result of accidental injury, illness, or a pregnancy-related condition and your accidental injury, illness, or pregnancy-related condition prevents you from performing the material duties of your own occupation or other appropriate work the Company makes available.

- You continue under the care of a physician throughout your disability. You also may be required to be examined by a physician chosen by the service representative as often as reasonably necessary to verify your disability.
- You are earning 80 percent or less of your indexed predisability earnings."

The information contained in your file noted that you were employed with The Boeing Company since January 26, 2007. You held the position of Product Review Engineer 4 as of your last date worked of May 16, 2008. Your diagnoses were reported as lower back pain, lumbar disc displacement, lumbar strain, spondylolisthesis, spinal stenosis and a history of cerebral palsy.

Your STD benefits were approved through September 11, 2008, and terminated September 12, 2008 as it was determined that you were no longer considered totally disabled according to your disability plan.

You submitted a letter not dated, but received on March 17, 2009, requesting a review of our decision. You also provided additional medical to be considered in our appeal evaluation.

The following medical documentation was considered in our appeal review:

1. Undated letter from EF
2. Undated Insurer Activity Prescription Form
3. Undated timeline
4. Injury and illness reports, dated 2/6/07, 1/14/08, 2/5/08
5. MRI of the lumbar spine, dated 7/6/07
6. Office notes from Dr. Highsmith, dated 8/6/07, 1/10/08, 3/11/08, 5/15/08, 7/1/08
7. Completed form from Dr. Highsmith, dated 1/9/08
8. Lumbar spine with flexion and extension views, dated 1/19/08
9. Workers' Compensation authorization form, dated 1/10/08
10. Letters from Dr. Highsmith, dated 1/10/08, 1/15/08, 6/5/08
11. Medical status report, dated 1/24/08
12. Insurer activity prescription forms, dated 2/5/08, 5/22/08, 8/18/08, 9/15/08
13. Physician's initial report, dated 2/5/08
14. Progress notes from Dr. Summe, dated 2/5/08, 8/18/08, 9/15/08
15. Letter from Amanda Hayme, dated 2/14/08
16. Letter from Dr. Alexander, dated 3/10/08
17. Procedure reports, dated 3/28/08, 4/25/08
18. Chart note abbreviations, dated 4/7/08
19. Follow up note, dated 5/9/08
20. Out of work notes, dated 5/15/08, 1/28/09, 3/2/09
21. Note from Premier Physical Therapy, dated 5/19/08
22. Attending Physician Statements, dated 5/23/08, 3/15/09, 3/16/09
23. Clinical evaluation - physical therapy, dated 5/29/08
24. Office notes from Premier Physical Therapy, dated 5/30/08, 6/5/08
25. Functional progress for, dated 8/18/08
26. Letter from EF, dated 9/13/08
27. Letter from Dr. Summe, dated 9/15/08
28. Orthopedic Evaluation report from Inland Medical Evaluations, dated 11/10/08
29. Statement from Dr. Summe, dated 11/26/08
30. Office notes from Dr. Hendrickson, dated 12/3/08, 12/12/08, 1/7/09, 1/19/09, 1/27/09, 2/18/09, 3/18/09
31. ED visit note, dated 12/6/08
32. Note from Cleveland Clinic, dated 12/3/08
33. Epic Care Operative Reports, dated 12/4/08, 12/16/08, 1/14/09, 2/10/09
34. Protest letter regarding independent medical examination letter, dated 12/22/08
35. Office note from Dr. Van Duin, dated 12/27/08
36. Office note from Dr. Bernard, dated 12/29/08
37. Hospital discharge summary, dated 1/14/09
38. Office notes from Dr. Wilson, dated 1/27/09, 1/28/09, 3/2/09



39. Physician review report by Dr. James Wallquist, dated 2/22/09
 40. Order notes, dated 3/2/09 (3/9/09) (x4)
 41. Office notes from Dr. Vensky, dated 3/9/09 (x3)
 42. X-ray of the neck, dated 3/9/09
 43. Radiology report, dated 3/9/09
 44. Physician's request for medical service or recommendation for additional conditions for industrial injury or occupational disease forms, dated 3/11/09 (x2)
 45. Signed medical, dated 3/17/09

Sincerely,

Douglas A. Burdick
 Aetna Life Insurance Company

To assist in this review, we had your file reviewed by an independent peer physician consultant who specialized in Occupational Medicine.

The consultant attempted a peer-to-peer conversation with Dr. Jeff Summe on May 4, 2009 and May 6, 2009, indicating the purpose of his call and hours of availability. However, Dr. Summe never returned the consultant's calls. Therefore, the peer-to-peer physician conversation was not able to be completed.

The consultant opined that during the timeframe in question, you exhibited lower back pain and difficulty with range of motion and ambulating. You are using two canes to ambulate with your back pain and have cerebral palsy. The consultant noted that in the past you only required one cane to ambulate and now required two canes. The consultant concluded that after review of the medical documentation it was his opinion that you did not have a functional impairment from your own occupation during the time frame in question. The consultant noted that your occupation was classified as sedentary and that you should be able to perform that type of work activity in spite of your impairment.

Since a peer-to-peer physician telephonic conversation was not completed with Dr. Summe, we faxed a copy of the consultant's report to him and gave him the opportunity to submit additional information or to participate in a peer-to-peer physician conversation. We requested that he respond either in writing or telephonically by May 22, 2009. As of today's date, we have not received a response from Dr. Summe.

Based upon our review of the submitted documentation, and the rationale detailed herein, we have determined that there was insufficient medical evidence to support your continued disability from a sedentary occupation from September 12, 2008 through the maximum STD duration on this claim of November 15, 2008. Therefore, we are upholding the determination not to extend your STD benefits beyond September 12, 2008.

The records noted that you do have a second disability claim with a first date absence of November 23, 2008 for a motor vehicle accident and hand injury, which is not in review on appeal.

You are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim, as well as any specific rule, guideline or protocol relied on in the adverse determination. You have the right to bring an action under Section 502(a) of ERISA.

Should you have questions on this decision, please do not hesitate to contact our office at 1-800-882-5968.

EXHIBIT L

THE CLEVELAND CLINIC
FOUNDATION 

Mark F. Hendrickson, M.D.
Chief, Section of Hand Surgery
Plastic and Reconstructive Surgery
Hand and Upper Extremity Center #A4
9500 Euclid Avenue, Cleveland, Ohio 44195
Office: 216/444-2610 Appts.: 216/444-6260
Fax: 216/445-3694

You may find that work restrictions have been recommended as part of your recovery process. Your injury may not allow you to safely return to your previous position without certain restrictions at the present time. However, it is for you and your employer to decide whether or not you can work *within* the restrictions (if any) or in another capacity in the interim. If your employer has no other work for you to perform, they may send you home. Other employers may require you to maintain employment with restricted duty.

If you have questions regarding your work status, you may find your employer's human resource department capable of assisting you with this information.

Regardless of your work status, it is recommended to wear a slip-resistant shoe as a reflection of a *medical diagnosis and treatment*.

8/26/2009

Prentiss B Davis
7684 Estate Ave
Hudson, OH 44236

RETURN TO WORK MEDICAL NOTE

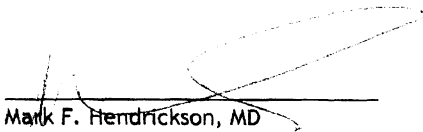
This is to certify that Prentiss B Davis has been under my care for a severe degloving injury of his left dorsal wrist and hand that occurred on November 22, 2008.

Mr. Davis may return to work with the following restrictions: as of August 27, 2009, he may return to work with a scooter as a stress engineer, understanding that he could ONLY use his right upper extremity, NOT his left upper extremity. In my medical opinion I believe Mr. Davis should not use a cane with his left upper extremity.

With regards to his back restrictions this should be addressed by his spine specialist.

If you have any questions please feel free to contact my office at 216-444-2610.

Sincerely,


Mark F. Hendrickson, MD
MFH/bms

(your here)

Dear Prentiss B Davis,

You have received a return to work slip. This has been done at either your or your employer's request.

EXHIBIT M

Date: September 13, 2009

To: AETNA LIFE INSURANCE COMPANY
ATTN.: BOEING APPEALS UNIT
P O BOX 14552
LEXINGTON, KY 40512-4552
1-800-882-5968 OPTION 4

From: Prentiss B. Davis
7684 Estate Avenue
Hudson, OH 44236
216-403-4749 Cell
SSN 288-50-7845
Bems-ID 200965 (BOEING COMMERCIAL AIRCRAFT EVERETT)

RE: Back Injury Appeal (Boeing Broadspire Claim # 789214023)

Dear Sir or Madam:

I read your letter (See Exhibit A) denying me Short Term Disability benefits. Most of the comments seem to rely on the medical conclusions of Boeing's last IME, DR. THOMAS HUTCHINSON (See Exhibit G) and some secret panel of doctors whom I have never met. It also seems like your people had/have little if any medical records about me from my doctors. I believe my doctors are some of the best doctors in the areas of back injuries, pain management and general care of my medical problems. I totally disagree with your decision to deny my Short Term Disability benefits. I will attempt to present/provide supporting medical results/conclusions supporting my Short/Long Term Disability benefits from May 15, 2008 through today.

I have been suffering from excruciating lower back pain since February 5, 2007 that is explained in Boeing Broadspire Claim # 789214023. Dr. Summe (See Exhibit G) helped me to file this claim after performing a medical examination on me. Dr. Summe is still my doctor to this day.

It was DR. JASON M. HIGHSMITH, MD (See Exhibit G) who decided that I should be placed on a Short Term medical leave starting May 15, 2008. Dr. Highsmith (SC) specializes in back injuries, as does Dr. Summe (WA). Dr. Highsmith used X-Rays, MRIs, etc. to diagnose my excruciating lower back pain. He felt that back surgery may be necessary for me. Prior to my Short Term medical leave starting May 15, 2008, Dr. Highsmith had me meet with DR. MARK W WEST, MD (See Exhibit G) on several monthly appointments to help with my growing excruciating lower back pain. Over those months Dr. West performed three epidural injections to help lower my severe back pain levels. During this same period Dr Paul Gibbons, Internal Medicine, increased my blood pressure medication due to the high BP levels (150+/110+) and severe headaches. The lower back pains were blamed for the higher BP levels. I was on a Boeing temporary assignment in SC on May 15, 2008. During my Short Term medical leave Dr.

Highsmith referred me to a group of physical therapists that specialized in back pain with experience in cerebral palsy. My lower back pain increased in severity during the physical therapy.

On July 15, 2008 my Boeing manager ordered me to report back to Boeing Everett. On July 15, 2008 I called my supervisor for directions relative to my ongoing Short Term Disability Leave. My supervisor said that I could not return to Boeing until Boeing Medical gave the OK. Boeing Medical told me that I needed for my doctor to release me to return to work. During my appointment with Dr. Summe on August 15, 2008, I was told not to return to work at Boeing based on his medical examination (See Exhibit B). During my appointment with Dr. Summe on September 15, 2008, I was told not to return to work at Boeing until I met with Boeing's Broadspire appointed IME (See Exhibit B). During that visit I stood next to Dr. Summe as he faxed the medical examination results and the request for an independent medical exam per Boeing Broadspire.

On November 10, 2008 I met with DR. THOMAS HUTCHINSON, IME. Dr. Hutchinson had someone else's medical records with him. He had no x-rays, no MRIs, no apparent knowledge of my previous doctors. He did not seem familiar with my condition of cerebral palsy. He asked me questions about CP that a novice on the street would ask. He performed no physical exam on me. He simply watched me walk ten feet. He filed a report with Boeing's Broadspire and shared no information with me.

Dr. Hutchinson's IME report was forwarded to Dr. Summe. Dr. Summe totally disagreed with the report (See Exhibit E) and responded to Boeing's Broadspire.

Boeing's Broadspire contacted me informing me that they had reversed Dr. Hutchinson's IME report and reinstated my L&I checks based on Dr. Summe's response (See Exhibit C & F).

Boeing's Leave Management has claimed they have not received my medical reports from my doctors. But, each time I called into Boeing's Leave Management, they always in time found all of the records relative to all of my doctors while I was on the phone with them. Boeing's Leave Management began to demand by phone on several occasions that I provide the medical results of the last IME doctor. The IME doctors were not allowed to speak with me. Note, the first IME doctor agreed with my neurosurgeons. Boeing's Leave Management ignored the first and chose the second IME doctor that no one seemed to agree with. Boeing's Broadspire recently told me that they supplied Boeing's Leave Management with all of my medical records to justify my Short Term Disability benefits. They have offered to supply your people with any and all of my medical records (See Exhibit D).

I have tried to personally follow all of Boeing's rules relative to my back injury per Boeing's Total Access. I have also followed up and forwarded any and all medical forms mailed to me to my respective doctors. My doctors have told me that they tried to respond all Boeing inquiries. I do not believe my Short Term Disability benefits should

have been denied. I am requesting a new review of my Short/Long Term Disability benefits by the Boeing Appeals Unit. If I can be of assistance, please feel free to call me. Please contact my doctors for clarification on medical questions about me.

Thank you,

Prentiss B. Davis





Fax (877) 693-7258
(866) 473-2016

Aetna Life Insurance Co.

Prentiss Davis

March 4, 2009

****MAINTAIN A COPY OF THIS LETTER FOR YOUR RECORDS****

March 4, 2009

Prentiss Davis
684 Estate Ave.
Hudson, OH 44236



RE: Boeing Short-Term Disability (STD) Benefit Plan
Control#: 777

Dear Mr. Davis:

Please read this letter completely as it contains important information regarding your Short-Term Disability (STD) claim.

We would like to inform you that we have completed our review of your request for STD benefits and made a decision. We understand that your primary disabling diagnosis of lumbar disc displacement, lumbar strain, spondylolisthesis, spinal stenosis and a history of cerebral palsy. Due to insufficient clinical information supporting your claim for disability, we must deny your request for additional STD benefits beyond September 11, 2008. In addition, your claim for Long-Term Disability (LTD) benefits has been denied in accordance with policy guidelines. The denial of your STD claim does not necessarily mean that your Leave of Absence is denied. To be advised on your Leave of Absence options, please contact Boeing Leave Management through Total Access at 866-473-2016.

It is important that you understand how we make our decisions and who makes them. The decision to approve your disability benefits is not determined by your physician, but rather by our medical consultants and claims analysts who are trained in disability evaluation. The information provided to us by your physician is reviewed and compared with your occupational requirements. In making our determination we take into consideration the opinion of your treating physician and the information provided to us, however, the decision to pay benefits or not is determined by our disability professionals in accordance with your group disability policy, plan 777, and applicable laws.

Totally disabled, as defined by your group policy, means all of the following conditions apply to you:

- You are disabled as a result of accidental injury or illness (including a pregnancy-related condition).
- As a result, you are earning 80 percent or less of indexed predisability earnings.

- Your accidental injury or illness prevents you from performing the material duties of your own occupation or other appropriate work the Company makes available.

In determining whether or not you are eligible for disability benefits, we first must determine the severity of your diagnosis, and assess how your functional ability is impacted as it relates to the functional requirements of your occupation. To do this, we have evaluated your subjective and objective medical information to ascertain your most current status and disposition.

On February 23, 2009 we received the final peer review report which was completed on February 22, 2009 by our Aetna peer reviewer consultant, who is board certified in orthopedic surgery. The results from the independent medical examinations (IME) from March 10, 2008 and November 10, 2008 were reviewed. The second IME found that you had static encephalopathy with diplegia which was related to your pre-existing condition, and that your continued back conditions were likely related to prolonged gait disturbance which was pre-existing. The report found that you were physically capable of sedentary work. No updated physical exam findings were documented from your provider to support functional impairment from your own sedentary occupational duties from September 12, 2008 thru November 15, 2008.

Our peer reviewer consultant reported that additional clinical documentation that would be helpful for evaluation of your functional impairment from your reported disabling diagnoses would include updated comprehensive physical examination of your lumbar spine and lower extremities including range of motion measurements in degrees, gait analysis, provocative testing, and neurological examination, all of which should emphasize functional deficits and specifically address limitations and restrictions. Based on a thorough clinical review by our consultant, the provided documentation failed to support functional impairment from your own sedentary occupational duties for the entire time frame from September 12, 2008 thru November 15, 2008.

While you may be impaired to the point where you cannot reasonably perform your job full time, the clinical documentation is lacking and there is insufficient observable impairment in functioning (e.g. current complete physical or diagnostic exam findings or test results showing significant loss of functionality, etc.) to demonstrate a severity of impairment which would preclude you from performing your sedentary occupation as a Product Reviewer Engineer as defined by the U.S. Department of Labor Dictionary of Occupational Titles.

Based on the information reviewed, we do not find symptoms of severity that would generally be noted in an individual with reported incapacitation from performing his or her own occupation related to the primary conditions of lumbar disc displacement, lumbar strain, spondylolisthesis, spinal stenosis, and a history of cerebral palsy. While you may indeed have symptoms that necessitate treatment, there is a lack of information currently submitted to indicate that your condition causes your inability to perform the material functions of your occupation. In the absence of clinical findings which would be indicators of a severe impairment, we find that the evidence does not support disability as defined by your group policy. In addition, because you have not completed the 26 week waiting LTD benefits, your LTD claim has been denied. The denial of your STD claim does not necessarily mean that your Leave of Absence is denied. To be advised on your Leave of Absence options, please contact Boeing Leave Management through Total Access at 866-473-2016



March 4, 2009

We understand that you may not agree with our decision. If you do not agree, you may request a review of it. If you request a review, it would be helpful if you submitted the type of additional medical information, as noted above. Specifically, clinical findings and test results that indicate that your condition is of the severity that would impair you from performing your occupation.

Aetna is willing to review any additional information that you or your treating physicians feel is pertinent to your disability claim, such as medical information from all physicians who have treated you for the condition(s) in question including:

- A detailed description of your functional impairments and restrictions, with evidence to support those limitations.
- A detailed explanation of how the severity of your condition is documented, other than by subjective complaints.
- Any documents or information specific to the condition(s) for which you are claiming total disability, and which would assist in the evaluation of your disability status.
- Any other information or documentation you believe may assist us in reviewing your claim.

To obtain a review, you or your authorized representative must submit a written request. Your request should include your group's name (e.g. employer), your name, social security number, other pertinent identifying information, comments, documents, records and other information you would like to have considered. You may also ask for copies of documents relevant to your request.

To obtain a review, you or your representative should submit a request in writing to:

Aetna Life Insurance Company
 Attn: Boeing Appeals Unit
 PO Box 14552
 Lexington, KY 40512-4552
 Phone: 1-800-882-5968, Option 4

Your written request for review must be mailed or delivered to the address above within 180 days following receipt of this notice, or a longer period if specified in your plan brochure or Summary Plan Description. You will receive notification of the final determination within 45 days following receipt of your request. This period may be extended up to an additional 45 days if special circumstances require such an extension, in which case you will be notified prior to the end of the first 45 day period.

If your plan is covered under the Employee Retirement Income Security Act (ERISA), and you do not agree with the final determination upon review, you have the right to bring a civil action under section 502(a) of ERISA.



March 4, 2009

If you have any questions regarding this letter or your claim, please feel free to contact us at the Boeing Leave Service Center at Aetna at 866-473-2076.

Sincerely,

Christy St. Clair, RN, NCM
 Disability Nurse Case Manager Consultant
 Aetna Life Insurance Company

cc: file

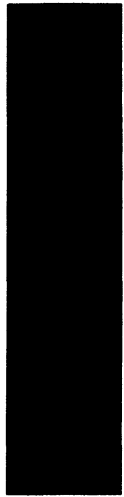


3/2/09

To Whom It May Concern:

Premises Davis was instructed to stay home on August 15, 2008, September 15, 2008 through November 7, 2008, which was the date of the Independent Medical Exam, due to his lumbar injury.

Jeff Summe, DCO



Administrative Information
Case No. 08-00001
Date of Report 08/11/08
Report No. 08-00001-001
Client Name Davis, Premises
Insured Name Davis, Premises
Policy No. 08-00001
Insurer Name Davis, Premises
Adjuster Name Jeff Summe
Adjuster Title DCO
Adjuster Phone (714) 231-1111
Adjuster Fax (714) 231-1111
Adjuster Email jsumme@dcos.com
Adjuster Address 10000 Wilshire Blvd, Suite 1000, Beverly Hills, CA 90210
Adjuster Website www.dcos.com



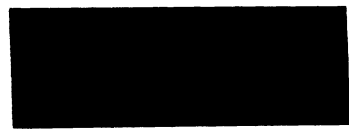
: Carolyn Moore<choosabroadspire.com>
 : "prentiss.davis@juno.com" <prentiss.davis@juno.com>
 : Re: BROADSPIRE CLAIM # 789214023
 : Tue, Jan 06, 2009 12:25 PM

You will continue to received time loss benefits under your work related claim. I have nothing to do with your health benefits or premiums owed.
 Carolyn L. Moore
 Claims Examiner
 206-277-7641
 FX: 866-221-2331


"prentiss.davis@juno.com" <prentiss.davis@juno.com>
 To: Carolyn L. Moore/CRAWFORDCOUS@CRAWFORDCO
 cc: jameswalsh@outgun.com
 Subject: Re: BROADSPIRE CLAIM # 789214023
 01/06/2009 11:23 AM

What does this mean? Am I still paying for my Boeing Health Insurance out of my pocket? Will Boeing reimburse me the Nov & Dec Boeing Health Insurance payments (~\$1,000)? Will I receive an L&I check for the missed payments? ? Prentiss Davis 216-403-4749

This transmission is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is confidential, proprietary, privileged or otherwise exempt from disclosure. If you are not the named addressee, you are NOT authorized to read, print, retain, copy or disseminate this communication, its attachments or any part of them. If you have received this communication in error, please notify the sender immediately and delete this communication from all computers. This communication does not form any contractual obligation on behalf of the sender, the sender's employer, or the employer's parent company, affiliates or subsidiaries.



: Carolyn Moore<choosabroadspire.com>
 : "prentiss.davis@juno.com" <prentiss.davis@juno.com>
 : Re: Leave Mgmt denied Short Term Leave
 : Tue, Mar 03, 2009 11:35 AM

Mr. Davis
 I have sent medical information to the leave desk to support your time off work. 
 Carolyn L. Moore
 Claims Examiner
 206-277-7641
 FX: 866-221-2331

"prentiss.davis@juno.com" <prentiss.davis@juno.com>
 To: Carolyn L. Moore/CRAWFORDCOUS@CRAWFORDCO, jameswalsh@outgun.com
 cc:
 Subject: Leave Mgmt denied Short Term Leave
 03/03/2009 09:34 AM

Hello Ms Moore and Mr Waish: I just received a call from Boeing's Leave Mgmt informing me that my Short Term Leave was denied. My HR Rep and SPEEA Union Rep also contacted Leave Mgmt. Leave Mgmt claims they attempted to contact my lawyer, my doctor, Dr. Summe, and Broadspire by phone and mail requesting information that would validate my medical absence from Boeing from 9/10/2008 to present and received no response from any of you. My HR Rep suggested that I request Broadspire to send Leave Mgmt the requested information. Thru this email please supply Boeing's Leave Mgmt the necessary info justifying my time off work due to my back injury while waiting for an apptmt with the IME doctor on 11/10/2008 to determine if I could return to work with medical conditions or unable to return to work due to medical conditions. My SPEEA Rep claims I am entitled to continued insurance coverage if the Short Term Leave is valid. Since I have not received any Boeing income since Dec of 2008 (covering thru Nov of 2008), and I have had to pay \$493 /mo since Nov 1, 2008 out of my pocket, I would appreciate some help in resolving this problem ASAP. Thank you, Prentiss Davis, Bems-ID 200965, 216-403-4749.

This transmission is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is confidential, proprietary, privileged or otherwise exempt from disclosure. If you are not the named addressee, you are NOT authorized to read, print, retain, copy or disseminate this communication, its attachments or any part of them. If you have received this communication in error, please notify the sender immediately and delete this communication from all computers. This communication does not form any contractual obligation on behalf of the sender, the sender's employer, or the employer's parent company, affiliates or subsidiaries.

ROADSIDE

November 14, 2000

10147 Signature
Roadside #300
2000-2000 2000-2000

Employee
Company
Phone No.
Ext. No.

The Hearing Center
Attention: Manager
0202-2000
0202-2000
0202-2000

Handwritten notes:
NIBBS
Roadside
Ben Starn
PIP
K. Adams

Send the specimen
returned to an independent Medical Examination from Dr. Theodorsson dated November 14, 2000. Please
return this report and advise us of whether you agree with the examiner's findings and conclusions.

If you agree with the findings/conclusions, please sign in the space provided below:

I agree: DISAGREE Illegible Illegible

If you do not agree with any of these results, please provide a narrative report that specifically
addresses why you do not agree. If I do not hear from you within 14 days, I will assume that you
agree and proceed accordingly.

Thank you for your attention to this matter. We look forward to receiving your response. Please call me at the
numbers listed below if you have any questions.

Illegible

Illegible

Illegible

Illegible

Illegible

Illegible

Illegible





: Carolyn.Moore@choicobroadspire.com
 : "prentiss.davis@juno.com" <prentiss.davis@juno.com>
 : Re: BROADSPIRE CLAIM # 789214023
 : Mon, Jan 05, 2009 10:27 AM

Your time loss has been reinstated based upon Dr. Summe's report

Carolyn L. Moore
 Claims Examiner
 206-277-7841
 FX: 866-221-233

"prentiss.davis@juno.com" <prentiss.davis@juno.com>

To: Carolyn L. Moore/CRAWFORDCOUS@CRAWFORDCO

01/05/2009 11:05 AM

cc: jameswelsh@burgun.com

Subject: Re: BROADSPIRE CLAIM # 789214023

Hi Ms. Moore: I have not received an L & I check deposit since 12/8/2008. I will not be able to pay my house payment due this week. Please let me know if this is the beginning of the end for me. I will contact L & I Investigations and try to determine the status of my claim if this is the proper procedure.
 Prentiss Davis

This transmission is intended exclusively for the individual, or entity to which it is addressed. This communication may contain information that is confidential, proprietary, privileged or otherwise exempt from disclosure. If you are not the named addressee, you are NOT authorized to read, print, retain, copy or disseminate this communication, its attachments or any part of them. If you have received this communication in error, please notify the sender immediately and delete this communication from all computers. This communication does not form any contractual obligation on behalf of the sender, the sender's employer, or the employer's parent company, affiliates or subsidiaries.



http://www.broadspire.com/portal/portal.asp?cid=789214023&cid=789214023_01/05/2009 11:05 AM

BOHING BROADSPIRE CLAIM # 789214023

5/15/2008 BEGAN SHORT TERM DISABILITY DURING TWA AT GA IN SC PER:

DR. JASON M. HIGHSMITH, MD
 9313 MEDICAL PLAZA DR. SUITE 305
 N CHARLESTON, SC 29406
 (843) 553-7615 KATHY (INSURANCE CLAIM)
 (843) 513-7615 MI N. CLERIC - L

7/15/2008 RETURNED TO BOHING BUYERS BUT UNDER CARE OF:

WA DOCTOR FILE INJURY CLAIM ON 5/5/2008
 DR. JEFF SUMME
 SUMME, JEFF L DG - SUMME MEDICAL CLINIC
 7614 195TH ST SW # 200
 EDMONDS, WA 98026
 LEE (425) 744-0709
 APPT: 2PM 8/18/2008, APPT: 1:45PM 9/10/2008 (ORDERED UP TIME)

11/10/2008 MET WITH SECOND BOHING BROADSPIRE TWA PAIN:

DR. THOMAS HUTCHINSON, DME
 NOVEMBER 10, 2008 AT 2:15 PM
 INLAND MEDICAL EVALUATIONS
 3202 COLBY AVE. SUITE C
 EVERETT, WA 98201
 PH: 1 (800) 545-4715
 425-259-3335

***PRIOR PAIN CARE PHYSICIAN AND FIRST BOHING BROADSPIRE TWA:

PAIN CARE PHYSICIANS OF CHARLESTON, LLC
 MARK W WEST, MD
 9326 MEDICAL PLAZA DRIVE, STE C
 CHARLESTON, SC 29405-9138
 843-414-1224, 843-414-1226 FAX
 843-414-1224 ANGLE
 LUMBAR EPIDURAL INJECTION (S)

DR ALEXANDER
 STEPHANIE - DME
 3/10/2008, 9:15AM
 843-558-9727



EXHIBIT N

THE BOEING COMPANY
HOURS AND EARNINGS

ATTN: PAYROLL P.O. Box 3707, MC 6X-MP Seattle, WA, 98124-2207

DESCRIPTION	SHIFT	RATE	HOURS	EARNINGS
VACATION BALANCE PAID PERM		48.9467	11.12	543.87

TOTAL 543.87

DESCRIPTION	CURRENT	DESCRIPTION	AFTER-TAX DEDUCTIONS	CURRENT
COMP PERM DISABILITY ADJ	29.22			

TOTAL 29.22

DESCRIPTION	CURRENT	YTD	DESCRIPTION	CURRENT	YTD
FED WITHHOLDING	11.07	1,107.15	VACATION HOURS BALANCE		
FED MEDICARE	1.45	14.50	SS26 LEAVE HOURS TAKEN		
FED SOCIAL SEC	285.43	2,854.28			

TOTAL 406.95

TAX DATA	Federal	State	Local	Other	Name	PRENTISS B DAVIS
Marital Status					Employee ID	20788
Allowances					Pay Beg Date	12/18/2010
Advt. Pct.					Pay End Date	12/21/2011
					Pay Rate	48.9467

TOTAL YEAR TO DATE	FEDERAL TAXES	STATE TAXES	LOCAL TAXES	OTHER TAXES	Net Amount to be Withholding
	1,107.15	14.50	2,854.28		

The Boeing Company - Attn: Payroll
P.O. Box 3707, MC 6X-MP
Seattle, WA, 98124-2207
0999 0965 1CC

68 154
331

Wachovia Bank
A Division of Wells Fargo Bank, N.A.
Chapel Hill, NC, 27514

CHECK NUMBER 066173131
VOID 90 DAYS AFTER 12/09/2010
AMOUNT *****93,117.35

PAY THE SUM OF *****THREE THOUSAND ONE HUNDRED SEVENTEEN AND 35/100 DOLLARS*****

TO THE ORDER OF PRENTISS B DAVIS
12321 HWY 99 S
128
EVERETT WA 98204



⑈006173131⑈ ⑆053101561⑆2079900589168⑈

AETNA LIFE INSURANCE COMPANY
P.O. Box 189148
Plantation, FL, 33318-9148, USA

Pay Group	11M Boeing 11D INSA	Claim No.	1885609
Earnings Begin Date	12/01/2011	Advice #	7246167
Earnings End Date	12/31/2011	Advice Date	12/21/2011

Employee ID	9006280	TAX DATA	Federal	WA State
EOB No.	8291829	Marital Status	Single	Single
Days Paid	00	Allowances	0	0
		Advt. Pct.		
		Advt. Amt.		

HOURS AND EARNINGS					TAXES			
Description	Rate	Current		YTD		Description	Current	YTD
		Hours	Earnings	Hours	Earnings			
Gross Benefit Non-Taxable			4,825.00		67,000.00			
Estimated Primary SS			2,034.00		24,048.00			
Workers Compensation			4,767.49		67,209.88			
NET AUTO MINIMUM BENEFIT			3,554.52		12,657.84			
Total:			1,608.33		19,299.96	Total:	0.00	0.00

BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Overpayment PY Recovery	0.00	14,105.00			
Total:		0.00	0.00	Total:	0.00	14,105.00	Taxable	
TOTAL GROSS		1,608.33	FED TAXABLE GROSS	0.00	TOTAL TAXES	0.00	TOTAL DEDUCTIONS	0.00
Current		1,608.33		0.00				1,608.33
YTD		19,299.96		0.00			14,105.00	5,194.96

COMPANY MESSAGE: IF YOU HAVE ANY QUESTIONS CONCERNING THIS PAYMENT, PLEASE FEEL FREE TO CONTACT OUR CUSTOMER SERVICE DEPARTMENT AT (800)882-5968

NET PAY DISTRIBUTION	
Advice #7246167	1,608.33
Total:	1,608.33

PERSONAL MESSAGE:

AETNA LIFE INSURANCE COMPANY
ON BEHALF OF THE BOEING COMPANY
P.O. Box 189148
Plantation, FL, 33318-9148, USA
Phone: (800)825968

Date 12/21/2011 Advice No. 7246167

Deposit Amount: \$1,608.33

To The Account(s) OF

PRENTISS B DAVIS
12321 HWY 99 SO #128
EVERETT, WA 98204

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checkno	XXXXX1130	\$1,608.33
Total:		\$1,608.33

NON-NEGOTIABLE



Y000561

PRENTISS B. DAVIS
12321 HWY 99 S
128
EVERETT WA 98204

This notice provides the necessary plan information you will need if you wish to convert your benefit coverage to a personal policy or continue your benefit coverage directly with the insurance company. Generally, you must apply for conversion or continuation within 31 days. Contact the insurance company directly for more information on your conversion or portability option and corresponding cost.

Employer Information

Employer Name The Boeing Company

Supplemental Employee Life Insurance Plan

- Control Number
- Insurance Company MetLife
- Option 1 - 1 x base annual salary
- Active Coverage \$97,000.00
- Coverage End Date November 17, 2010

If you need more information, please call Boeing TotalAccess or visit the *Your Benefits Resources™* Web site through Boeing TotalAccess.

To speak with a customer service representative at the Boeing Service Center for Health and Insurance Plans, call Boeing TotalAccess at **1-866-473-2016**. Be sure to have your BEMS ID number or Social Security number and your Boeing TotalAccess Password. When the automated phone system asks, "How can I help you today?" say "Health and Insurance," and then follow the menu and prompts to reach a representative. Representative are available Monday - Friday, 9 a.m. to 8 p.m. Eastern time (8 a.m. to 7 p.m. Central time; 7 a.m. to 6 p.m. Mountain time; 6 a.m. to 5 p.m. Pacific time). TTY/TDD service is available at **1-800-755-6363**.

You can go to the *Your Benefits Resources™* Web site at work or from home. **At work**, log on to the MyBoeing employee portal at <https://my.boeing.com> by entering your network password. Then click TotalAccess, and under Quick Links, click Health & Insurance Plans. **From home**, log on to www.boeing.com/express by typing your BEMS ID number or Social Security number and your Boeing TotalAccess Password. Click TotalAccess. Then click the My Health & Wellness link, and under Things You Can Do, click "See a summary of your medical plan." **Alternatively**, log on to <https://my-ext.boeing.com> by entering your BEMS ID number or Social Security number and your Boeing TotalAccess password. Then click the Logon button, and on the next page, click the Health, Life, and Disability Plans button. The Web sites are available 24 hours a day, seven days a week.



EXHIBIT P



12/04/2009



P/O Box 14559
Levittown, KY 40512-4559
Phone: 1-800-882-5968
Fax: 1-888-329-4093

PRENTISS DAVIS
12321 HWY 99 SO #152
EVERETT, WA 98204

MAINTAIN A COPY OF THIS LETTER FOR YOUR RECORDS

RE: Long-Term Disability (LTD)
Control: 0720390
Claim Number: 1885699
BEMSID: 200965

Dear MR. PRENTISS DAVIS:

We were informed that you were awarded workers' compensation benefits in the amount of \$2,086.98 per week. Your LTD plan requires that we decrease your monthly benefit by the amount of your workers' compensation benefit. Therefore, an offset of the workers' compensation benefit has been applied effective December 1, 2009, forward. This offset has reduced your LTD benefit to the minimum monthly benefit equal to 20% of your monthly predisability earnings of \$8,041.67 or \$1,608.33.

We have requested verification of the start date of your workers' compensation benefit, as well as the duration, from Broadspire adjuster, Ms. Carolyn Moore. Once this information is verified, your LTD claim will be reviewed for potential retroactive offset, which may result in an overpayment to you. You will be notified in writing once this information is received.

If you have any questions regarding this claim or the information contained in this letter, please contact our office at 1-800-882-5968. TTY/TDD hearing enhanced service is available at 1-800-755-6363.

Sincerely,

SANDY ROSKELLEY
Disability Benefit Analyst
Aetna Life Insurance Company

EXHIBIT R

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
SEATTLE FIELD OFFICE
909 1ST AVE., SUITE 400
SEATTLE, WA 98104

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE: \$300

SEATTLE WA 981

05 MAY 2011 PM 5:1

AN EQUAL OPPORTUNITY EMPLOYER

Prentiss B. Davis
12321 Hwy 99 South
Apartment 128
Everett, WA 98204

128

982043311

982043311



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle Field Office

Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6885
TTY (206) 220-6882
FAX (206) 220-6911

April 19, 2011

Mr. Prentiss B. Davis
12321 Highway 99 South
Apartment 128
Everett, Washington 98204

RE: Prentiss B. Davis v. The Boeing Company
Charge No: 846-2011-25374

Dear Mr. Davis:

This is to advise you that after careful consideration of all the information offered by you and by the employer, the EEOC has made a preliminary determination to dismiss your charge of employment discrimination. Our review of the charge indicated that is very unlikely that further investigation will establish a violation of the laws we enforce.

You stated that you manager, Boeing Medical and Boeing Aetna were aware of your physical disabilities and when you were asked to provide medical documentation to return to work in August, 2010, you directed that your physician provide the information. When one provider indicated that you were still not fit for duty, Boeing terminated your employment. Boeing responded that your physician never cleared you to return to work after thirty (30) consecutive months of medical leave of absence. At the time of your termination in November, 2010, your medical provider reported that you were "unable to do any gainful employment. A review of your Long-Term Disability Claim which was completed by Aetna on February 24, 2011 determined that you remained "totally disabled from any occupation" and that you continue to be eligible for Long Term Disability. Two additional reviews have been conducted since your termination and both reviews found that you remain unable to return to work.

Absent more specific indications of unlawful discrimination, it is likely that the EEOC will take no further action on the case. If you have additional information to provide, you should submit it within fifteen days of the date of this letter. A decision will be reached based on all the information in the file at that time.

If the charge is dismissed, you will received a Notice of Right to Sue, which will inform you of your right to file a private lawsuit against the employer, so long as the lawsuit is filed within 90 days of the date of the Notice.

Sincerely,


WILLIAM BENEDICT
EEOC Investigator
206.220.6918



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Prentiss B. Davis**
12321 Hwy 99 South
Apartment 128
Everett, WA 98204

From: **Seattle Field Office**
909 First Avenue
Suite 400
Seattle, WA 98104

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
846-2011-25374	William S. Benedict, Investigator	(206) 220-6918

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- Your allegations did not involve a disability as defined by the Americans With Disabilities Act.
- The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge.
- The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- Other (briefly state)

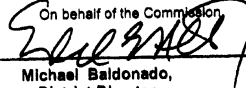
- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred **more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission


Michael Baldonado,
District Director

MAY 05 2011

(Date Mailed)

Enclosures(s)

cc: **Katie Frisbie**
EEO Compliance - Northwest Region
THE BOEING COMPANY
Mail Stop 61-15
P. O. Box 3707
Seattle, WA 98124

Enclosure with EEOC
Form 161 (11/09)INFORMATION RELATED TO FILING SUIT
UNDER THE LAWS ENFORCED BY THE EEOC

(This information relates to filing suit in Federal or State court under Federal law.
If you also plan to sue claiming violations of State law, please be aware that time limits and other
provisions of State law may be shorter or more limited than those described below.)

PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),
the Genetic Information Nondiscrimination Act (GINA), or the Age
Discrimination in Employment Act (ADEA):

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment; back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10** -- not 12/1/10 -- in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice **and** within the 2- or 3-year EPA back pay recovery period.

ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do **not** relieve you of the requirement to bring suit within 90 days.

ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, please make your review request **within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.

EXHIBITS

**SUPERIOR COURT OF WASHINGTON
IN AND FOR SNOHOMISH COUNTY**

THE BOEING COMPANY

Petitioner/Plaintiff(s)

vs.

PRENTISS B. DAVIS pro se

Respondent/Defendant(s)

CASE NO. **13 2 07139 6**

NOTICE OF APPEARANCE PRO SE

I/We **PRENTISS B. DAVIS**

(Insert Your Name(s))

hereby give notice of my/our appearance in the above entitled case and direct and request that all further papers and pleadings herein, except original process, be served on me/us by leaving the same at or mailing to the address stated below, pursuant to Civil Rule 5 (CR 5).

Dated (mm/dd/yyyy): **09/16/2013**

(Signature)

Dated (mm/dd/yyyy):

(Signature)

Print or Type Name: **PRENTISS B. DAVIS**

Address: **7684 ESTATE AVENUE**

City, State, Zip: **HUDSON, OH 44236**

Phone: **(817) 823-5356** ext.

EXHIBIT T



**Superior Court of Washington
In and For Snohomish County**

_____ Petitioner/Plaintiff, vs. _____ Respondent/Defendant.	Cause No. DEMAND FOR JURY
---	---

The _____ hereby elects to have the above
Plaintiff/Defendant

entitled cause tried by a jury. The jury demand fee is hereby paid, in the amount of:

- Six Member Jury -- \$125.00
- Twelve Member Jury -- \$250.00

Dated this _____ day of _____, 20_____

By _____
 Attorney for _____
 Address _____
 Phone Number _____
 Bar Number _____

EXHIBIT U

AETNA LIFE INSURANCE COMPANY
P.O. Box 189148
Plantation, FL, 33318-9148, USA

Pay Group:	11M-Boeing (LTD/INS)	Claim No.:	1885699
Earnings Begin Date:	12/01/2011	Advice #:	7246167
Earnings End Date:	12/31/2011	Advice Date:	12/21/2011

Employee ID: 00366280	TAX DATA: Federal WA State
EOB No.: 8291829	Marital Status: Single Single
Days Paid: 30	Allowances: 0 0
	Addl. Pct.: 0
	Addl. Amt.: 0

HOURS AND EARNINGS					TAXES			
Description	Current		YTD		Description	Current	YTD	
	Rate	Hours	Earnings	Hours				Earnings
Gross Benefit Non-Taxable			4,825.00				57,900.00	
Estimated Primary SS			2,004.00				24,048.00	
Workers Compensation			4,767.49				57,209.88	
N AUTO MINIMUM BENEFIT			1,554.82				42,657.84	
Total:			1,608.33			0.00	19,299.96	
BEFORE-TAX DEDUCTIONS			AFTER-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current	YTD	Description	Current	YTD	Description	Current	YTD
			Overpayment PY Recovery	0.00	14,105.00			
Total:	0.00	0.00	Total:	0.00	14,105.00			
TOTAL GROSS		FED TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS		NET PAY
Current:	1,608.33	0.00	0.00	0.00	0.00	0.00	1,608.33	
YTD:	19,299.96	0.00	0.00	0.00	14,105.00	5,194.96	5,194.96	

COMPANY MESSAGE: IF YOU HAVE ANY QUESTIONS CONCERNING THIS PAYMENT, PLEASE FEEL FREE TO CONTACT OUR CUSTOMER SERVICE DEPARTMENT AT (800)882-5968.

NET PAY DISTRIBUTION	
Advice #7246167	1,608.33
Total:	1,608.33

PERSONAL MESSAGE:

AETNA LIFE INSURANCE COMPANY
ON BEHALF OF THE BOEING COMPANY
P.O. Box 189148
Plantation, FL, 33318-9148, USA
Phone: (800)825968

Date
12/21/2011

Advice No.
7246167

Deposit Amount: \$1,608.33

To The Account(s) Of

PRENTISS B DAVIS
12321 HWY 99 SO #128
EVERETT, WA 98204

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking	XXXXX1330	\$1,608.33
Total:		\$1,608.33

NON-NEGOTIABLE



Metropolitan Life Insurance Company

Life Waiver Unit
P.O. Box 14632
Lexington, KY 40512-4632
Phone: 1-800-300-4296
Fax: 1-315-792-6600

August 13, 2013

ACTION REQUESTED
(Within 10 days of the date on this letter)

PRENTISS B DAVIS
12321 HWY 99 S # 128
EVERETT, WA 98204

RE: Customer Number: 0013984
Claim Number: 21201006939

Dear Mr. Davis:

The purpose of this letter is to bring our records up to date regarding your present condition. In accordance with the terms of your group life plan and its disability provision, you are required to provide proof of continued eligibility upon MetLife request.

Action Requested:

- If you continue to be disabled, please complete the "Supplemental Statement of Claimant" below and have your Attending Physician complete the enclosed "Physician's Statement of Disability". (*Please note any expense incurred for completion of the Physician's Statement is the responsibility of the insured)
- If you are no longer disabled, please complete the "Supplemental Statement of Claimant" below with pertinent details only.
- Upon completion, sign and date where indicated, make a copy for your records.
- Return to: Life Waiver Unit, PO Box 14632 Lexington, KY 40512-4632

If you have any questions, please call our toll-free telephone number above and refer to your Claim Number.

SUPPLEMENTAL STATEMENT OF CLAIMANT (Claimant fill out 1-5)

1. Is the above address correct? Yes No If No, please provide the new address and telephone number.
Address: 7684 ESTATE AVE City: HUDSON State: OH Zip: 44236 Phone: (330) 965-4622
 2. If you are confined to a hospital or other institution, please provide the name, address, and telephone number:
Name of Hospital or Institution _____
Address: _____ City: _____ State: _____ Zip: _____ Phone: () _____
 3. Have you at any time since the beginning of this disability, or are you now, engaged in any work or business? Yes No
If yes, please describe: Working from ___/___/___ to ___/___/___ Describe: _____
 4. Name and address of your Employer or Self-employment, if applicable.
Name of Employer or Self-employment _____
Address: _____ City: _____ State: _____ Zip: _____ Phone: () _____
 5. Please provide the name, address, and telephone number of your current attending physician:
Name of Attending Physician PAUL GIBBONS M.D.
Address: 4465 DARROW RD City: STOW State: OH Zip: 44224 Phone: (330) 688-9501
- Prentiss B Davis Signature of Claimant PRENTISS B DAVIS Printed Name of Claimant 9/6/2013 Date

ATTENDING PHYSICIAN STATEMENT OF DISABILITY

Name: Prentiss B Davis

Claim Number: 21201006939

The patient is responsible for the completion of this form without expense to the Company.

1. Diagnosis and Treatment:

Primary ICD 722.52

Diagnosis Intract DDD/Back pa

Secondary ICD 343.9

Diagnosis Cerebral Palsy

(a) Subjective Symptoms: Chronic Pain - related to DDD - Falls complicated by cerebral palsy

(b) Objective Findings (attach copies of results of current x-ray, E.K.G.'s, or any other special tests).
MRI's etc - Done in Washington

(c) Is patient: Ambulatory Bed Confined House Confined Hospital Confined

(d) Medications prescribed (name and dosages):

Zonisamide, Duloxetine 40mg, Pregabalin 100mg, Simvastatin 40mg, Piroxicam 10mg

2. History:

(a) Date of first visit.....MM ____ DD ____ YY ____

(b) Date of last visit.....MM ____ DD ____ YY ____

(c) Frequency of visit..... Weekly Monthly Other: _____

3. Progress: Reached Max Medical Improvement (MMI) Improved Unimproved Retrogressed

Physical Capabilities

(a) Patient's ability to: (circle)

Hours (check)
Sit 0 1 2 3 4 5 6 7 8 Continuously Intermittently
Stand 0 1 2 3 4 5 6 7 8 Continuously Intermittently
Walk 0 1 2 3 4 5 6 7 8 Continuously Intermittently

(b) Patient's ability to: (circle)

Climb Yes No
Twist/bend/stoop Yes No
Reach above shoulder level Yes No
Operate a motor vehicle Yes No

(c) Patient's ability to lift/carry: (check)

	Never 0%	Occasionally 1-35%	Frequently 36-66%	Continuously 67-100%
Up to 10 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 to 20 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21 to 50 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51 to 100 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Over 100 lbs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(d) Patient's ability to perform Repetitively: (circle)

	Right Hand	Left Hand
Finger movements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Eye/hand movements	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pushing/pulling	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Dominant hand	<input checked="" type="checkbox"/> Right <input type="checkbox"/> Left	

Patient can work a total of _____ hours per day?

Prognosis

Is the patient capable of returning to work?

Yes If Yes, date of return _____ To regular occupation Full Time Part Time
 To any other occupation Full Time Part Time

No If Not, please explain _____

Any work/activity restrictions applicable (please be specific) _____

Physician

Name (print) Paul Gibbons Degree/Specialty MD/Int Med
Address 4465 Darrow Rd City Stow State OH Zip Code 44223
Telephone # 330-688-9501 Fax # 330-688-9516
Signature [Signature] Date 9/6/13