

Received  
Washington State Supreme Court

MAR 28 2014

Ronald R. Carpenter  
Clerk

No.89574-I

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

ALEXANDER HANUSKA PhD, Appellant

v.

DEPARTMENT OF LABOR & INDUSTRIES

and

BOARD OF INDUSTRIAL INSURANCE APPEALS

and

NORDSTROMS, Defendants.

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**SWORN STATEMENT OF JUDr. DAGMAR HANUSKOVA RE: PERJURIES OF  
JUDGE CAROL J. MOLCHIOR, GARY D.KEEHN, D.MICHAEL REILLY**

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ALEXANDER HANUSKA PhD

Pro Se Appellant

C/o Joseph Russell Haynes

3104 East Broadway Road # 2, Mesa, AZ 85204-1736

JUDr. Dagmar Hanuskova declares as follows:

My name is JUDr. Dagmar Hanuskova, residing in Bratislava, Slovak Republic. I am over the age of 18, competent to declare that I am personally familiar with all the facts and details filed in this lawsuit against Nordstrom Inc., the Board of Industrial Insurance Appeals and Department of Labor and Industries in Seattle Washington by my son Alexander Hanuska PhD. I am a retired Attorney General and a Civil Law Supreme Court judge with 45 years of spotless service (which promoted me after the

fall of communism), as one of the only four non- communist party members in the judicial system of the former Czechoslovakia, now Slovak Republic. I had previously stated on my May 1, 2013 under oath following:

*"1. I am very familiar with my sons disability, his medical diagnoses and the medical fraud Nordstrom's attorneys Gary Donald Keehn and D. Michael Reilley are trying to present to the Washington State Courts (first in his Discrimination lawsuit against his former employer for deliberate ignorance of his reasonable disability accommodation needs in 2005, which was resolved out of court in November of 2007) and now in his still pending Labor and Industries case W-654504 since December of 2002. I am very aware that Gary D. Keehn repeatedly presented false evidence to the courts of judge Carol J. Molchior, Catherine Shaffer; the Washington State Bar Association with full knowledge by doing so was a fraud. When my son and his entire medical team advised the Washington State Courts of this injustice, Mr. Keehn and judge Molchior repeatedly intimidated my son (and his domestic partner Mr. Joseph R. Haynes) which escalated into his heart attack he had suffered on September 26, 2012, as an outcome of such illegal actions of their hired agent the previous evening.*

*2. My son was born with cerebral palsy, which cannot have any medical connection to the injuries he sustained on November 13, 2012 during his former employment at Nordstrom Inc. in Seattle Washington, leaving him with a partially paralyzed left arm and digits 3, 4, 5 on his left hand, excruciating pain and permanent acute stress, which put him into permanent Social Security Disability since November 13, 2002. These medical issues cannot be connected to his cerebral palsy which happened "in vitro" prior to his delivery on August 21, 1962. This illness could not repeat itself 40 years later in November 2002. I am also aware that my son's original medical chart (surviving a chain of all his previous medical providers between 1962 to February 24, 2006) suddenly disappeared from the hands of his former primary care physician Mark C. Carlson MD on February 24, 2006 when he met with Mr. Keehn without my son's, his former attorney's knowledge (who was recovering from a cancer surgery in a Seattle hospital). Dr. Carlson after this meeting made a false medical statement to Mr. Keehn that my son's medical benefits for his on the job injury and the employer's liability expired (backtracking the date with another false statement, contradicting all of his previous statements as presented in 2006 to the Board of Industrial Insurance Appeals), blaming all my son's medical problems on his disability which he was born with. This is a medical impossibility, mainly because Dr. Carlson failed to properly diagnose him as a cerebral palsy patient in all those six years he was under his care. The Board entered incorrectly this information as if it had happened on February 24, 2004 and not 2 years later as the statement signed by Dr. Carlson*

*shows until today. My son repeatedly advised the Board and all the judges that this was incorrect and false, but nobody of them wanted to pay any attention to it, or was even willing to listen and Mr. Keehn tried to suppress any document from my son's medical history charts (which only few pages resurfaced from several hospital archives in Slovakia, where he underwent numerous surgeries in his teen years connected to his cerebral palsy), proving that Dr. Carlson's and Mr. Keehn's statements tried to defraud the Washington State Courts by claiming a non-existing diagnoses of my son as the reason for his medical problems in 2002, in order to avoid financial responsibilities for his future permanent medical care and loss of income. Even an employee from Nordstrom Risk Management, who was appalled by such dirty tactics of Mr. Keehn, send to my son's former attorney a copy of an e-mail where Mr. Keehn discloses his tactics how to discredit my son's medical and financial benefits, knowing that doing so would put him in danger, that his neurological injuries would become permanent.*

*3. Because of this fraud of Gary Keehn I started to look up for my son as his Legal advisor. Slovakia has a civil law: if the Plaintiff is permanently disabled (which he is since November 13, 2002), I as his parent can be his legal representative and adviser. I am not familiar with Washington State laws and court rules; but I am aware that the basic litigation procedures are very similar, so I had silently participated in all scheduled phone actions of judge Molchior and Mr. Keehn with my son, giving an executive order to have them taped, which is completely legal in Slovakia without disclosing it to my son or anybody else at that time. I've heard judge Molchior's indiscretions of her judicial decorum with Mr. Keehn and Mr. Flygare and how judge Molchior and Mr. Keehn abused my son's rights. I am not sure if she represented her prior connections with "Gary" (as she preferred to call him during official court proceedings in front of my son), or the rules of the power that Washington State gave her as an industrial judge in all her actions after these major unprofessional indiscretions and questionable impartialness. They both claimed them false and immunity towards their actions, but they are in violation of several Washington State laws with no statute of limitations for Mr. Keehn's misconduct under ELC 1.4 and Codes of Judicial Conduct and Rules of Professional Conduct. All of my evidence should be admissible under: RCW 9A.72.010 (1) My son is not claiming any collateral damages from his disability discrimination case (which was resolved out of court in November of 2007), but to recover his reasonable medical and financial benefits for his valid Labor and Industries case (which was not provided in November of 2007); and disability discrimination how judge Molchior and Mr. Keehn treated him during the proceedings in his verified medical absence; how they altered the Board records creating prejudice and fraud in his case. They received fair repeated warnings from his medical team not to do so and they still*

*refused to accommodate his new disability limitations and needs which arose from his August 28, 2008 severe injuries, following his so far three emergency surgeries and reasonable recovery. Judge Molchior abused her judicial discretion by removing all of these documents from the official record, pretending and perjuring herself later for the remainder of the case together with Mr. Keehn that they have not received them.”*

It is very unfortunate that nobody tried to believe my son, despite his honest attempts to provide judge Molchior, judge Schaffer, the Appellate Court and this Supreme Court with literal transcripts of these violations of Gary D. Keehn and Judge Molchior in 2008 and 2009. As truthfully said before, I had listened to most of his actions between judge Molchior, Gary Keehn and his former attorney James Walsh and his assistant Mr. Sikes (for details see attached Chronology). Both, judge Molchior and Mr. Keehn, denied my son's accusations that she addressed Mr. Keehn on a first name base during official court proceedings, literally “shut up” my son when presenting her with valid information, contradicting Mr. Keehn's lay statements about my son's illness and judge Molchior editing the official court records, so that no other jurist would find any of her judicial indiscretions, removing all opposing medical evidence from his medical team (Dr. Tripp, Dr. de Witt, Dr. Anderson etc.) which would not allowed her to continue official court proceedings in June of 2009 and falsely claiming that my son was a “no show” and that nobody had notified her that he was medically incapable and precluded to participate. Judge Schaffer was correctly advised about these issues, but dismissed them without any kind of investigation. I had given an order to have these discussions recorded on my end in Slovakia (which is completely legal) and as my son's adviser I am presenting you today with few crucial fragments contradicting the written statements of judge Molchior and Gary D. Keehn, perjuring themselves on numerous occasions between June of 2008 trough judge Molchior's dismissals of my son's case in January of 2010 on the official court record.

The opposing counsel's may try to exclude it, but if doing so, cannot prevent me to send copies to the medias and appropriate authorities including DSHS and AHCCCS. I do declare again that Defendant Nordstrom Inc. had not provided any medical treatment for my son for his industrial injuries of November 13, 2002 under the umbrella of L & I, as outlined in the judgment of Honorable judge Greg Canova on November 11, 2005. I do challenge Mr. Reilley to reply to these accusations:

On November 17, 2007 Mr. Keehn replied to my son that he received his letter giving him the opportunity to have his case settled after his discrimination case was

resolved on October 5, 2007. Mr. Keehn lied about this to judge Molchior on June 30, 2009. Mr. Keehn also exchanged information with Mr. Reilley, illegally without following the proper venues of subpoenas in April of 2008 and illegally intimidated my son with a false breach of settlement on April 8, 2008. My son in his reply on April 14, 2008 advised Mr. Reilley that it was illegal, what he was doing and that he indeed had not violated the settlement of October 5, 2007. He only provided to the Courts the correct information, that Defendants had full knowledge in November of 2007, that:

- They had not corrected since 2003 the incorrect diagnoses, false statements of Dr. Carlson, on which the original closure is based
- During dispositions of my son and Diane DeWitt PhD, Mr. Reilly received the correct diagnoses information, which contradicted Dr. Carlson's incorrect diagnoses
- Mr. Reilley received from my son's attorney's word by word transcript of Dr. Hamm's evaluation, in which his own statement is suggesting treatment and contradicts his written and paid statement by Nordstrom later submitted to the Board
- Mr. Reilley had full knowledge that my son was still undergoing limited treatment for his on the job injuries paid until December of 2007 by DSHS of Washington State until his relocation to Arizona State later that same month
- Judge Molchior and Mr. Keehn received a letter from Warren H. Tripp MD on October 31, 2008 informing her that my son was in need to continue his treatment which in Arizona is not covered under his AHCCCS medical insurance
- Mr. Reilley had full knowledge that Mr. Blake Nordstrom gave him an order to issue a check for my son's medical treatment, which never became a part of the settlement of October 5, 2007 and such my son did not breach anything by correctly and truthfully disclosing the truth that he was in need of such medical assistance and permanently unemployable because of his allowed diagnoses and partially paralyzed left hand and digits 3, 4, 5 since November 13, 2002. By deliberately requesting a closure of my son's benefits in November of 2007, both Mr. Keehn and Mr. Reilley are in a major violation of conduct under Fundamental Principles of Professional Conduct Rule: "**8.4 (c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation ;(d)engage in conduct that is prejudicial to the administration of justice; (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.**"

Bratislava March 20, 2014

JUDr. Dagmar HANUSKOVA

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D. MICHAEL REILLY  
206.223.7051  
reillym@lanepowell.com

April 8, 2008

Via Overnight Mail

Alexander Hanuska  
3104 East Broadway #2  
Mesa, AZ 85204-1736

Re: Notice of Breach of Confidentiality Agreement and Penalty

Dear Mr. Hanuska:

Recently Nordstrom learned that you violated the terms of the settlement agreement with Nordstrom. You protested the closure of your worker's compensation claim by submitting a document that arose out of the settlement negotiations for settlement of your employment claim. This document, merely a "draft" addendum to the final settlement agreement, was never accepted as part of the settlement agreement.

Your unfortunate decision to disclose this draft document is notable for two reasons.

First, by communicating this document to a third party you have violated the settlement agreement. A copy of the signed settlement agreement and addendum is enclosed. Paragraph 6 of the agreement reads:

6. Confidentiality. Hanuska agrees the terms and conditions of this Agreement -- as well as the negotiations and mediation preceding this Agreement (including the facts and events pertaining to this lawsuit) -- are confidential, and have not/shall not be disclosed, discussed or revealed by Hanuska to any other person or entity except Hanuska's domestic partner, parents, attorney, or financial advisor, *provided that* these people are advised of the confidentiality provisions in this agreement and agree to comply with them. Hanuska agrees he will not discuss his lawsuit against Nordstrom or characterize the settlement in any manner (except with those set forth above in this Paragraph) and agrees that he will only state "the matter has been resolved" if he receives an inquiry about the status of the lawsuit. Hanuska agrees to pay as liquidated damages the amount of \$5,000 for each time that Nordstrom proves he breaches these confidentiality provisions. Nothing in this paragraph is intended to nor does it in fact prevent Hanuska from speaking freely to his treatment providers except that he shall not disclose the terms and amounts in this settlement agreement to them.

Your communication of documents related to the settlement negotiations entitles Nordstrom to liquidated damages of \$5,000 per occurrence.

Thomas F. Klein, Esq.  
April 8, 2008  
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Second, your communication of a draft settlement document, never made part of the settlement, is a fraud on the worker's compensation proceedings. You apparently falsely represented this was a true and correct document of the settlement, which it is not.

Nordstrom wishes to come to an appropriate resolution of this violation of the settlement agreement.

Please provide your response to this letter by April 15, 2008. If we have not received a response from you, Nordstrom will not hesitate to pursue all remedies available under the settlement agreement.

Very truly yours,

LANE POWELL PC

A handwritten signature in cursive script that reads "Mike Reilly".

D. Michael Reilly

DMR:ms

ALEX HANUSKA



3104 E. Broadway #2  
Mesa, AZ 85204-1736, USA

**Mr. D .Michael Reilly  
Lane Powell Law Offices  
1420 Fifth Avenue, Suite 4100  
Seattle, WA 98101-2338**

**Re: Notice of Breach and Confidentiality Agreement and Penalty**

**Dear Mr. Reilly:**

**Thank you for your letter dated April 8<sup>th</sup>, 2008. I am very sorry to inform you that your information about the "breach of confidentiality" is completely incorrect.**

**The document submitted to the board of L&I, you call merely "a draft", was the actual flawed settlement of 8/23/08, which was revoked by my attorney of record at that time, Thomas F. Klein, on 8/28/08; it did not become legal or binding to me or to Nordstrom. Since I filed this document on 9/28/08 I did not breach the confidentiality agreement of the Settlement signed a week later on October 5<sup>th</sup>, 2008. So if I had no settlement confidentiality agreement on 9/28/2008 in any legal or binding form, I could not have breached anything.**

**Secondly, you mention a communication of a draft settlement document, never made a part of the settlement and claiming "is a fraud on the worker's compensation proceedings. "You even continue "You apparently falsely represented this was a true and correct document of the settlement, which it is not."**

**Again Mr. Reilly, you are incorrect. The mentioned e-mail included in my appeal is a private e-mail communication between me and my attorney of record at that time, Mr. Thomas F. Klein, who waived his rights of attorney-client privilege to any e-mails between me and him on 10/12/2007 and as you claim in your own writing in your letter from 4/8/08 this draft never became a part of the settlement; so I could not have breached any confidentiality by submitting my private e-mail correspondence with my attorney at that time, Mr. Thomas F. Klein.**

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Also I would like to make you aware that you fabricated a false violation of a breach of confidentiality, contradicting yourself in your own lines. Yes, I am currently my own attorney "per se" in my pending L&I case and as per paragraph No.3 of the Settlement agreement dated 10/5/08: "...Hanuska does not waive any right to seek worker compensation benefits which may include reimbursement for medical bills, including those for psychological treatment, gastro-intestinal disease including Barrett's syndrome, and for pain and paralysis of digits 3,4, and 5 on his left hand. Nordstrom reserves the right to oppose any workers compensation claim."

So Mr. Ralily, that means it does not give you the right to try to intimidate and harass me prior to the current L&I proceedings. As said above, the only legal proper way for your client is to oppose any worker compensation claim, but trough their attorney of record Mr. Gary D Keahn, and not trough you, because you do not represent Nordstrom in the pending L&I case. For the same reason I do not need to explain to you any of my actions as my own attorney "per se".

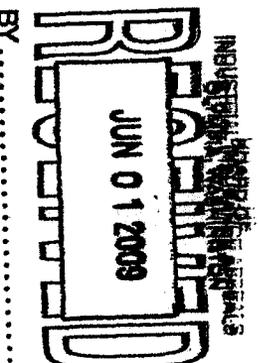
Last, but not least, it is very questionable how you received any of this information in the first place, because as said before, you are not the Nordstrom's attorney for my L&I case, I did not see any subpoens of those records and so every information you received the incorrect legal path way (and as you see even not accurate), could not be admissible in court of law.

Plus be kindly aware, that further attacks of such matter as this one is considered intimidation and harassment and can have legal consequences for you and your client.

Have a wonderful day

Alexander Hanuska

Mesa, 4/14/2008



BY .....