

**FILED
SUPREME COURT
STATE OF WASHINGTON**

9/15/2025 12:57 PM

BY SARAH R. PENDLETON JES DISTRICT COURT
CLERK

WESTERN DISTRICT OF WASHINGTON
Case No. 2:25-cv-01356-JNW

SUPREME COURT OF WASHINGTON

Supreme Court No. 1043279
Court of Appeals No. 863894
Superior Court No. 23-2-23850-8

COVER SHEET

Title of Document:

Motion for Immediate Relief and Amended [Proposed] Order Declaring July 2019 Pension Entitlement (Jurisdictional Defect: Abandoned Job Analysis)

Filed by:

Aedin Quinn, pro se
1054 Glenwood Ave SE
Atlanta, GA 30316
Tel: 404-992-1235
Email: aedinquinn@gmail.com

Relief Sought:

Immediate reinstatement of pension benefits retroactive to July 15, 2019, with statutory interest, Medicare lien satisfaction, reimbursement of medical co-pays, storage costs, and related economic damages.

Attachments:

1. Motion for Immediate Relief (2 pages)
2. Amended [Proposed] Order Declaring July 2019 Pension Entitlement (3 pages)

DATED: September 15, 2025

Respectfully submitted,



/s/ Aedin Quinn
Aedin Quinn, Plaintiff / Petitioner pro se

SUPREME COURT OF THE STATE OF WASHINGTON

Supreme Court No. 1043279

Court of Appeals No. 863894

Superior Court No. 23-2-23850-8

AEDIN QUINN, Petitioner,

v.

KING COUNTY, Respondent.

MOTION FOR IMMEDIATE RELIEF

Petitioner respectfully moves this Court for immediate relief reinstating pension benefits retroactive to July 2019, with statutory interest, Medicare lien satisfaction, and reimbursement of medical co-pays, storage costs, and related economic damages.

Basis for Motion

1. Medical Separation Admissions. On July 15, 2019, King County HR issued MS-1 declaring Worker unable to perform essential functions with or without accommodation. On the same date, the Union issued MS-3 in concurrence. These constitute binding admissions of disability under RCW 51.32.090(4)(c).
2. Berry Packet Defect. Rhonda Berry exhibit KC-2, page 3E confirms that employees medically separated for disability are eligible for reassignment services. No reassignment was ever offered, and no Job Analysis was ever completed as required by RCW 51.32.099 and RCW 51.36.010.
3. Statutory Fork. The statutory fork closed in July 2019: reassignment or pension. Because no reassignment occurred and no Job Analysis was performed, pension entitlement commenced by law on July 15, 2019.
4. Single-Point Trigger. On July 15, 2019, MS-2, MS-1, and MS-3 were all logged on the same date. This convergence represents a single-point statutory trigger: both employer and union admitted disability simultaneously, foreclosing any later “strain stabilized” narrative. Pension entitlement therefore commenced by law as of July 15, 2019.
5. Denial Order Cover-Up. The July 7, 2023 denial order attempted to recast the inquiry backwards into Feb–June 2019 to obscure the County’s July 15, 2019 admissions. This reframing cannot cure the jurisdictional defect.
6. Derivative Proceedings Collapse – Judge Ascher. Judge Ascher’s proceedings on Petitioner’s hip condition are derivative of the abandoned Job Analysis and therefore collapse once MS-1, MS-3, and KC-2 are enforced. All later disputes lack jurisdiction because pension entitlement should already have been in pay status since July 2019.
7. Disparate Treatment. A similarly situated worker, Richard LaVata, in the same age cohort received two years of time-loss compensation and retraining support in

cybersecurity after self-inflicted removal of a growth from his foot, which became infected and required subsequent toe amputations. Petitioner—one of the highest-paid operators at \$164,000/year out of 2,500 operators including LaVata—Aedin Quinn was denied a Job Analysis and supports. This disparate treatment underscores the unlawful cutoff and demonstrates arbitrary withholding of statutory rights.

Constitutional and Statutory Violations

On July 15, 2019, both employer (MS-1) and union (MS-3) admitted that Petitioner could not perform essential functions, triggering pension entitlement under RCW 51.32.090(4)(c).

King County was statutorily required under RCW 51.32.099 and RCW 51.36.010 to complete and submit a Job Analysis to the attending physician; none was ever produced.

By refusing to award pension benefits once entitlement vested, King County deprived Petitioner of a protected property interest without due process of law, in violation of the Fourteenth Amendment, demanding immediate reinstatement and retroactive relief.

Relief Requested

Petitioner respectfully requests that this Court order:

- Immediate reinstatement of pension benefits retroactive to July 15, 2019;
- Payment of retroactive time-loss benefits to that date;
- Compounded statutory interest;
- Payment of Medicare liens, Grady co-pays, storage costs, and other economic damages caused by the unlawful cutoff.

Petitioner has been financially harmed by the unlawful withholding of statutory benefits and is entitled to relief without further delay.

This Motion supersedes and replaces any prior motion seeking similar relief. It is intended to be the controlling request now before the Court.

DATED: September 15, 2025

Respectfully submitted,

/s/ Aedin Quinn
Aedin Quinn, Petitioner pro se
1054 Glenwood Ave SE
Atlanta, GA 30316
Tel: 404-992-1235
Email: aedinquinn@gmail.com

SUPREME COURT OF WASHINGTON

Supreme Court No. 1043279

Court of Appeals No. 863894

Superior Court No. 23-2-23850-8

AEDIN QUINN, Petitioner,

v.

KING COUNTY, Respondent.

AMENDED [PROPOSED] ORDER DECLARING JULY 2019 PENSION
ENTITLEMENT

(Jurisdictional Defect: Abandoned Job Analysis)

Findings

1. Transit Accident and Injury (July 27, 2017). Worker sustained disabling spinal and hip trauma in the July 27, 2017 transit coach #4531 accident, producing ongoing vibration-related pain (Exhibit 57A).
2. Attending Physician History. King County's adjuster refused to fund a psychological evaluation with Dr. Johnson (Renton, WA). Worker came under the care of Dr. Cooley as attending physician.
3. Medical Separation Admissions. On July 15, 2019, King County HR issued MS-1 declaring Worker unable to perform essential functions with or without accommodation. The Union issued MS-3 on July 15, 2019 in concurrence. These constitute binding admissions of disability under RCW 51.32.090(4)(c), foreclosing any later "strain stabilized" narrative. Once entered, the statutory process allowed only two lawful outcomes: (a) reassignment supported by a completed Job Analysis or (b) pension entitlement. Because no Job Analysis was ever completed, pension entitlement commenced by law in July 2019.
4. Virginia Mason Jan. 7, 2018 MRI exhibit 8K documented disc fluid loss and trauma before the July 2019 separation.
5. Grady Exhibit 11 (Jan. 2020). MRI showed edema, inflammation, acute degeneration at L3-L5 under mechanical stress.
6. Penn Medicine MRI (Feb. 6, 2025). Imaging confirmed severe spinal stenosis and collapse at the same levels.
7. Dr. Nwosu Surgical Plan (Apr. 15, 2025). After reviewing Penn Medicine MRI, Dr. Nwosu recommended two fusions, laminectomy, cage, screws.

8. Progressive Trauma Timeline. Virginia Mason MRI (2018) → Grady MRI (1/2020) → Penn MRI (2/6/2025) → Dr. Nwosu plan (4/15/2025).
 9. Abandoned Job Analysis. King County was statutorily obligated under RCW 51.32.090 / RCW 51.32.099 to complete and serve a Job Analysis for Dr. Cooley's review. No such completed Job Analysis was ever produced or approved.
 10. Berry Packet Page 4 Substitution. The Medical Separation packet (Exhibit KC-2) contains 3 pages of narrative; Page 4 is generic policy text instead of the required Job Analysis.
 11. Rhonda Berry exhibit KC-2, Page 3, ¶ E. "An employee who receives a medical separation due to a disability that prevents him from performing one or more of the essential functions of his job with or without reasonable accommodation is eligible for Reassignment program services."
 12. Disparate Treatment – Richard LaVata. Same age cohort worker received 2 years time-loss compensation for cybersecurity retraining after removing growth from his foot, which became infected and required subsequent toe amputations; while Aedin Quinn, 1 of 2 highest-paid operators @\$164,000/year, 85 hours/week out of 2,500 operators, was denied Job Analysis and supports.
 13. Cybersecurity Industry Standards. Seattle/King County has multiple cybersecurity jobs \$150K+ compatible with Worker's restrictions (remote/hybrid, minimal standing).
 14. Retraining Foreclosed. At age 62, with two fusions, laminectomy, cage, screws and hip procedure pending, retraining is not realistic.
 15. Cover-Up in July 7, 2023 Denial Order. The July 7, 2023 Order (pp. 11–12) recast the inquiry into whether Petitioner was disabled between February 23, 2019 and June 17, 2019, and declared his condition "fixed and stable" as of June 17, 2019. These findings were timed to predate the County's own binding admissions of disability in MS-1, MS-3, and Rhonda Berry ¶E (Exhibit KC-2). By collapsing the July 2019 pension trigger into an earlier temporary disability window, the County sought to cover up its abandoned Job Analysis. This reframing cannot cure the jurisdictional defect.
 16. Irrelevance of Later "Strain Stabilized" Narrative. Any later "strain stabilized" narrative, including the July 7, 2023 denial order, is irrelevant. Once King County admitted medical separation in July 2019 (MS-1, MS-3, Rhonda Berry exhibit KC-2 ¶E) without completing a Job Analysis, the statutory fork closed: reassignment or pension. Because no Job Analysis was performed and reassignment was never offered, pension commenced by law in July 2019. The omission of Virginia Mason's January 2018 MRI further voids the "strain" theory, confirming that the July 7, 2023 denial was built on an irreconcilable contradiction.
 17. Summary Statement. The July 7, 2023 denial order demonstrates an intentional effort to recast and obscure the July 2019 disability admissions, thereby attempting to cover up the abandoned Job Analysis. This deliberate attempt to deceive cannot cure the jurisdictional defect. Once disability was admitted in July 2019, the statutory process ended: reassignment
-

or pension. Because reassignment was never offered and no Job Analysis was completed, pension commenced by law in July 2019.

18. Derivative Proceedings Collapse. Judge Ascher's proceedings on Petitioner's hip impairment are derivative of the abandoned Job Analysis and have no jurisdictional footing once MS-1, MS-3, and KC-2 are enforced. Pension entitlement lawfully commenced in July 2019, foreclosing all later disputes.

19. Single-Point Trigger (July 15, 2019). On July 15, 2019, MS-2, MS-1 (HR), and MS-3 (Union concurrence) were all logged on the same date. This convergence represents a single-point statutory trigger: both employer and union admitted disability simultaneously, foreclosing any later "strain stabilized" narrative. The coincidence of dates establishes July 15, 2019 as the operative commencement date for pension entitlement under RCW 51.32.090(4)(c). Because no reassignment was offered and no Job Analysis was ever completed, the law required pension to begin as of that date.

20. Constitutional and Statutory Violations. On July 15, 2019, both employer (MS-1) and union (MS-3) admitted that Petitioner could not perform essential functions, triggering pension entitlement under RCW 51.32.090(4)(c). King County was statutorily required under RCW 51.32.099 and RCW 51.36.010 to complete and submit a Job Analysis to the attending physician; none was ever produced. By refusing to award pension benefits once entitlement vested, King County deprived Petitioner of a protected property interest without due process of law in violation of the Fourteenth Amendment, demanding immediate reinstatement and retroactive relief.

Order

21. The employability determination and termination of time-loss benefits are VOID ab initio.

22. Pension entitlement is declared to have lawfully commenced July 12–15, 2019.

23. King County shall immediately reinstate pension benefits retroactive to that date, with statutory interest compounded.

24. Plaintiff shall be compensated for economic damages flowing from the unlawful cutoff, including storage collections, medical debt, and housing retrofit costs.

25. Judge Ascher's proceedings on Plaintiff's hip condition are derivative of the abandoned Job Analysis and therefore collapse once MS-1, MS-3, and KC-2 are enforced. All later disputes lack jurisdiction because pension entitlement should already have been in pay status since July 2019.

Superseding Effect

This Order, once entered, shall supersede and replace any prior proposed orders or motions on the same subject matter, and shall control the relief granted by the Court.

DATED: _____

Judge/Justice of the Court

Document Code No.: PER-22-4-3-EP

Title: Reasonable Accommodation in Employment for Individuals with Disabilities

Affected Agencies: All Executive Branch Agencies of King County Government

Authorities: ADA, as amended, WLAD Chapter 49.60 RCW, WIA Title 51 RCW, KCC Chapter 3.12, KC Policy PER-26 (AEP), KC Personnel Guidelines

Keywords: Disability, Reasonable Accommodation

Sponsoring Agency: Department of Executive Services, Human Resources Division

Executive signature: *Shondra Berry*

Date signed and effective: *3-3-14*



King County

I. Purpose

This policy replaces and supersedes PER 22-4-2 (AEP), Disability Accommodation in Employment, April 22, 2004.

This policy is intended to guide King County in providing reasonable accommodations in employment to qualified individuals with disabilities consistent with federal and state law.

This policy is a general statement of King County's administrative policies and procedures and: (a) does not create a private right of action; (b) does not limit the reasons for dissolution of the employment relationship; and (c) does not constitute an express or implied contract.

II. Applicability and Purpose This policy applies to all King County Executive Branch departments and agencies.

III. References


- A. The Americans with Disability Act (ADA), as amended
- B. Washington Law Against Discrimination - Chapter 49.60 RCW
- C. Washington Industrial Insurance Act - Title 51 RCW
- D. King County Code - Chapter 3.12 (Personnel System)
- E. King County Policy PER 22-6 (AEP) "Transitional Duty for Employees with Temporary Medical Restrictions"
- F. King County Personnel Guidelines

IV. Definitions King County's definitions are intended to be consistent with the ADA, as amended, and the Washington Law Against Discrimination.

- A. "Disability" - "Disability" means the presence of a sensory, mental, or physical impairment that is medically cognizable or diagnosable; or exists as a record or history. A disability exists whether it is temporary or permanent, common or uncommon, mitigated (e.g., corrected with medication) or unmitigated, or whether or not it limits the ability to work generally or work at a particular job, or whether or not it limits any other activity as provided in law. For purposes of reasonable accommodation, an employee also is disabled if he or she has a physical or mental impairment that substantially limits a major life activity or that substantially limits the employee's ability to perform his or her job.
- B. "Disability Services Program" - The Disability Services Program is a program within the Executive Branch's Human Resources Division and Transit Division that assists in providing reasonable accommodations in employment to qualified individuals with disabilities.

- C. "Employee" - For purposes of this policy, the term "employee" means current employees and former employees eligible for Reassignment Program services.
- D. "Essential function" - An essential function is a fundamental job duty of a position an employee must be able to perform, with or without reasonable accommodation.
- E. "Interactive process" - The interactive process requires the employee, and the employer to communicate in good faith in a cooperative effort by all involved to: identify limitations resulting from a disability; identify potential reasonable accommodations; and to facilitate the implementation of and/or cessation of reasonable accommodations.
- F. "Medical Separation"- A medical separation is an action taken by the County to separate an employee from employment due to a disability that prevents an employee from performing one or more essential functions of his or her job, with or without reasonable accommodation.
- G. "Promotion"- A promotion is the movement of an employee from one position to a different position having a higher maximum salary; movement from a non-benefited to a benefited position; movement from a temporary to a regular or appointed position; or movement from part-time to full-time employment.
- H. "Qualified individual with a disability"- A qualified individual with a disability is an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the job such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of the job.
- I. "Reasonable accommodation"- A reasonable accommodation may include:
 - 1. A modification or adjustment to the job application process that enables a qualified applicant with a disability to be considered for the position the qualified applicant desires;
 - 2. A modification or adjustment to the work environment and/or the manner under which a position is customarily performed that enables a qualified individual with a disability to perform the essential functions of the job;
 - 3. Reassignment.
- J. "Reassignment"- Reassignment means placement of a qualified employee with a disability into a vacant, non-promotional position because the employee can no longer perform one or more of the essential functions of his or her job with or without reasonable accommodation.
- K. "Reassignment Program Services"- Include the identification of reassignment opportunities and the facilitation of reassignment placements. These services are provided to employees who can no longer perform the essential functions of their King County job due to a disability but are able to work in another capacity.
- L. "Reassignment Program Participants"- Employees or former employees eligible for Reassignment Program Services.

V. Policy

- A. King County is committed to providing equal employment opportunities for qualified individuals with disabilities.
- B. A qualified individual with a disability has the right to request a reasonable accommodation when applying for employment and during employment.
- C. King County will provide a reasonable accommodation to a qualified individual with a disability. King County may require the individual seeking reasonable accommodation to provide medical documentation of his or her disability by a qualified health care professional or obtain additional medical documentation from a different health care provider, or may request that the individual sign a medical release.
- D. King County is not required to eliminate one or more of the essential functions of a position as a reasonable accommodation.
- E. An employee who receives a medical separation due to a disability that prevents him or her from performing one or more of the essential functions of his or her job with or without reasonable accommodation is eligible for Reassignment Program services. 
- F. Employees must be medically released to work in some capacity to be eligible for Reassignment Program services.
- G. Reassignment Program participants must meet the minimum qualifications of a particular position to be eligible for a job referral to that position. King County is not obligated to train Reassignment Program participants to become qualified for reassignment positions.
- H. Reassignment Program participants are only eligible for job referrals to non-promotional job vacancies within agencies covered by this policy. A Reassignment Program participant who is hired into a career services position pursuant to a job referral may serve a probationary period for that position consistent with KC Code 3.12.100.
- I. King County is not obligated to create vacant positions, waive job qualifications, or waive the probationary period for Reassignment Program participants.
- J. Employees who are terminated or resign in lieu of termination from King County employment for disciplinary reasons are not eligible for Reassignment Program services.
- K. Employees who engage in conduct which would otherwise disqualify the individual from county employment are not eligible for Reassignment Program services.
- L. If an employee rejects a reasonable accommodation that is necessary to enable the employee to perform the essential functions of the position, and cannot, as a result of that rejection, perform the essential functions of the position, the employee will not be considered qualified.

- M. Reasonable accommodation items that are purchased by King County are the property of King County.
- N. Employees who are temporarily unable to perform the essential functions of their positions due to medical restrictions that cannot be reasonably accommodated may be eligible for Transitional Duty as outlined in King County's policy entitled "Transitional Duty for Employees with Temporary Medical Restrictions."
- O. All agencies affected by this policy are responsible for coordinating with the Disability Services Program to ensure compliance with the policies and procedures, their dissemination, and any necessary training related to them.
- P. The respective agencies' supervisors, managers, and Human Resources Service Delivery Managers, and the Human Resources Division Director are responsible for administering any complaints that are filed with them related to these policies and procedures.

VI. Implementation Plan

- A. This policy becomes effective for Executive Branch departments and agencies on the date that it is signed. The Human Resources Division's Disability Services Program is responsible for implementation of this policy.
- B. The Human Resources Division's Disability Services Program is responsible for communicating this policy to covered departments and agencies.

VII. Maintenance

- A. This policy will be maintained by the Human Resources Division, or its successor agency.
- B. This policy will automatically expire five (5) years after its effective date. A new, revised, or renewed policy will be initiated by the Human Resources Division, or its successor agency prior to the expiration date.

VIII. Consequences for Noncompliance

The Director of the Human Resources Division in the Department of Executive Services, or his or her designee, shall make all final determinations related to consequences for noncompliance with this policy.

King County does not tolerate discrimination, harassment, or retaliation on the basis of disability and such actions are misconduct in violation of these policies and procedures and King County's Nondiscrimination and Prohibition Against Retaliation Policy and Procedures.

Appendices:

None



King County

Department of Transportation
Metro Transit

Human Resources Section

KSC-TR-0230
201 South Jackson Street
Seattle, WA 98104-3856
206-477-6000 TTY Relay: 711
www.kingcounty.gov

Exhibit KC-1 pg 1 of 2

October 9, 2018

RE: Aedin Quinn / DOB: 05-01-1963

Dear Physician:

As you may know, Aedin Quinn is employed with Metro Transit as a Transit Operator and is currently on a medical leave of absence due to an on the job injury. As Aedin's treating physician, I would like for you to provide me with an updated objective medical opinion regarding his/her medical condition, return-to-work status and ability to provide predictable and reliable attendance. The information you provide shall remain confidential and will only be used in the interactive process to identify possible reasonable workplace accommodations.

Please answer the following questions:

1. Please provide Aedin's current medical diagnosis and prognosis for recovery:
2. Will Aedin be able to return to work and perform all the essential functions of his/her Transit Operator position? A copy of the Transit Operator Job Analysis is attached for your reference.
3. Is Aedin currently able to perform predictable and reliable attendance as a Transit Operator? If not, please indicate when Aedin will be able to perform predictable and reliable attendance.

Exhibit KC-1 p92 of 1

Aedin Quinn
October 9, 2018
Page 2

The treating physician letter should be faxed to (206) 899-1555, Attn: Diana Wurn by October 30, 2018. This fax machine is located in the offices of Transit Disability Services to help preserve the confidentiality of the documents received.

The goal of this interactive process is to explore your ability to perform the essential functions of your job, including predictable and reliable attendance on a sustained basis; and how Transit can reasonably accommodate your medical condition.

If you believe you need assistance with issues that are impacting your ability to work, please contact the Making Life Easier program at (888) 874-7290.

I am available to answer your questions and provide you with assistance in this process. Please contact me at (206) 477-5999.

Sincerely,



Diana Wurn
Transit Disability Services

cc: Tutti Compton, Chief of Atlantic Base Operations

Enc: Treating physician letter

Exhibit KC-3



Disability Services
Safety and Claims Management
Department of Executive Services
Human Resources Management Division
500 4th Ave Rm 500
Seattle, WA 98104
(206) 205-8575
(206) 296-0514 FAX

JOB ANALYSIS

Job Title:	Transit Operator	DOT Title:	Bus Driver (motor trans.)
SVP:	4	DOT #:	913.463-010
Location of Analysis:		Name of Employee:	
Analyst:	Kyle Pletz, VRC, CDMS	JA Source:	Laura Merritt
Presenting VRC:		Employer Contact:	Dennis Lock
Date Analysis Completed:	7/1/16	Supervisor Contact Information	Phone: 206-684-2816 E-mail: dennis.lock@kingcounty.gov

☒ On-Site ☐ Interview ☐ Representative

JOB DUTIES:

Essential Functions according to the employer:

All King County jobs require ability/essential function to:

- Demonstrate predictable, reliable, and timely attendance.
- Follow written and verbal directions to complete assigned tasks on schedule.
- Read, write, and communicate in English & understand basic math.
- Learn from directions, observations, and mistakes and apply procedures using good judgment.
- Work independently or as part of a team and interact appropriately with others.

This is a safety sensitive position and the employee is subject to random drug testing and other conditions as required to maintain a Commercial Driver's License (CDL). The employee must be able to operate diesel or electric-powered mass transit vehicles, collect passenger fares, issue passes, provide fare, route and schedule information, and comply with federal requirements under the Americans with Disabilities Act (ADA) for announcing stops.

1. Regularly and safely operate a transit coach on a pre-determined route and schedule; in order to transport passengers for a large public transportation system.
2. Comply with all traffic laws and rules, state/federal regulations, Metro Transit policy and procedures in order to provide safe and reliable service.
3. Perform inspection of coach before going on-route in order to provide safe and reliable service.
4. Operate transit coach using both hands on the steering wheel without interference.
5. Interact appropriately with the public and co-workers in order to provide positive customer services and the safe transport of passengers.
6. Assist passengers with limited mobility by operating an electronic lift or utilizing a ramp, lifting backing bus seats and kneeling to secure wheelchairs with straps and seat belts.
7. Change the destination sign.
8. Respond to emergency situations and apply braking and steering (to include pressure to arms, legs, and hands generated while bracing one's self during such maneuvers).
9. Provide evacuation assistance to all customers, including physically assisting the elderly, customers with disabilities and young customers during emergency situations. As needed, use a fire

Exhibit MS-1



King County

Department of Transportation
Metro Transit

www.kingcounty.gov

July 15, 2019

Aedin Quinn
3606 S. 180th Street, Apt. C12
Seatac, WA 98188

Dear Aedin,

This letter is a follow-up to the information you received from Transit Disability Services regarding your proposed medical separation. Based on all the available information, and after careful consideration, King County is proceeding with a medical separation. The decision to medically separate you is based on the information we have at this time, which indicates you are unable to perform the essential functions of your Transit Operator position, including regular and reliable attendance, either with or without reasonable accommodation. The effective date of your medical separation is July 12, 2019.

To assist you in making informed choices about the medical separation from your employment with King County, I am providing you with the following information:

Reasonable Accommodation in Employment for Individuals with Disabilities Policy:

In accordance with the King County Reasonable Accommodation in Employment for Individuals with Disabilities policy (PER-22-4-3), King County offers a Reassignment Program to assist employees unable to continue in their jobs due to medical restrictions. A copy of this policy was mailed to you by Sara Schmitz. The reassignment program includes priority rehire rights for up to six months from the date of entry into the program, for non-promotional King County jobs that you are qualified to perform. You have two years to initiate your Reassignment Rights (until July 12, 2021) and would contact Jamie Christensen at (206) 263-6730.

King County Job Openings:

At any time you may view information and apply for any King County job openings at <http://www.kingcounty.gov/jobs.aspx>.

Exhibit MS-2



King County

Department of Transportation
Metro Transit

Human Resources Section

KSC-TR-0230
201 South Jackson Street
Seattle, WA 98104-3856
206-477-6000 TTY Relay: 711
www.kingcounty.gov

July 15, 2019

Aedin Quinn
3606 S. 180th Street, Apt. C12
Seatac, WA 98188

Dear Aedin:

This letter is a follow-up to letter from your chief which notified you of your non-disciplinary medical termination (NDMT) from the position of Transit Operator. I am enclosing some materials which would have been given to you in our scheduled meeting. Since you were unable to attend, I am mailing the information. Please read through the enclosed information and sign and return them to me at the address noted above.

I am available to answer any questions you have regarding the information by phone at (206) 263-3316 or by email at sschmitz@kingcounty.gov.

Sincerely,

Sara M. Schmitz
Transit Disability Services

cc: Disability Services File

Exhibit MS-3



**AMALGAMATED TRANSIT UNION
LOCAL 587**

2815 Second Avenue, Suite 230
Seattle, Washington 98121
Telephone (206) 448-8588
Fax: (206) 448-4482
1-800-847-4696
www.atu587.org

AFFILIATED WITH
AFL-CIO
WASHINGTON STATE
LABOR COUNCIL
KING COUNTY
LABOR COUNCIL
OLYMPIC
LABOR COUNCIL
NORTHWEST JOINT
CONFERENCE BOARD
AMALGAMATED
TRANSIT UNION
LEGISLATIVE COUNCIL
KING COUNTY
COALITION OF UNIONS

July 15, 2019

AEDIN QUINN
3606 S 180TH ST
SEATAC, WA 98188

Dear AEDIN:

I have received a copy of a notice to you from METRO/KING COUNTY regarding your **Non-Disciplinary Medical Termination**. If you believe this action to be in violation of the labor agreement or for any other reason unjust, you have the right to file a grievance within 15 days from the date of your notification.

I am concerned about the appropriateness of management's action since I am unfamiliar with the specific details regarding this matter. Therefore, I would appreciate it if you would contact the Union office and let us know if you are interested in filing a grievance. We have no desire to pry into your personal life or into your working relationship with management. Our offer is intended only to provide you with assistance and guidance if you wish to pursue a grievance.

If you chose to accept your non-disciplinary medical termination, and are approved for service retirement you may stay in the Retiree Chapter or apply for a Withdrawal Card. If you stay in the Retiree Chapter you can transfer back to "active member" without a Withdrawal Card within one year's time should you be able to return to work. As long as you remain a member, Local 587 will continue to pay limited attorney fees for your L&I claim.

In addition, as a retiree all the union membership benefits of retired status will be yours. This entitles you to receive the In Transit from the International, attend the monthly meetings of our retired members and, most importantly, you maintain your International and Local funeral benefit totaling up to \$1,400.00. The dues for a retired member are only \$4.50 per month. However, if you have already filed a grievance or have decided not to pursue this matter, please disregard this notice.

If you believe you will become eligible to return to work, and would like to stay on reduced dues, you may do so for up to two years. Please contact the Union Office within 15 days of receipt of this letter to confirm.

Please give me a call if you have any questions.

In solidarity,

Ron Anderson
Vice President
ATU Local 587
opeu8aficio

KEN PRICE
President
Business Representative
kprice.president@atu587.org

RON ANDERSON
Vice President
Assistant Business Representative
randerson.vp1@atu587.org

CORY RIGTRUP
Vice President-Maintenance
Assistant Business Representative
crigtrup.vp2@atu587.org

PATRICK BRADY
Financial Secretary
Treasurer
pbrady.finsec@atu587.org

TAMIEKO COOK
Recording Secretary
Correspondent to In Transit
tcook.recsec@atu587.org

Exhibit A

 King County
METRO
Transit Disability Services
King Street Center
KSC-TR-0230
201 South Jackson Street
Seattle, WA 98104

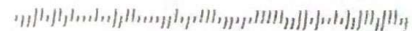
Aedin Quinn
3606 S 180th St, Apt C-12
SeaTac, WA 98188

PRESORTED
FIRST CLASS



U.S. POSTAGE  PITNEY BOWES
ZIP 98104 \$ 000.42⁴
02 4W
0000337232 OCT 10 2018

9818834344 0045



ETRC

Visit Disability Services

Street Center
TR-0230
South Jackson Street
Seattle, WA 98104



ZIP 98104 \$ 002.35^c
02 4W
0000337134 JUL 16 2015

Aedin Quinn
3606 S. 180th Street, Apt. C12
Seatac, WA 98188

Exhibit B

CERTIFICATE OF SERVICE

I, Aedin Quinn, hereby certify that on this ____ day of September 2025, I served true and correct copies of the following documents:

- Motion for Immediate Relief (2 pages)
- Amended [Proposed] Order Declaring July 2019 Pension Entitlement (3 pages)
- Cover Sheet (1 page)

by electronic filing through the respective court systems and by service on the Defendant's counsel, addressed as follows:

For Both Courts:

Tylar Edwards, Deputy Prosecuting Attorney
King County Prosecuting Attorney's Office
500 Fourth Avenue, Suite 900
Seattle, WA 98104
Email: tylar.edwards@kingcounty.gov

Filed In:

- United States District Court, Western District of Washington (Case No. 2:25-cv-01356-JNW)
- Supreme Court of Washington (Supreme Court No. 1043279; Court of Appeals No. 863894; Superior Court No. 23-2-23850-8)

I declare under penalty of perjury under the laws of the United States and the State of Washington that the foregoing is true and correct.

DATED: 9/15/2025

Respectfully submitted,

/s/ Aedin Quinn
Aedin Quinn, Plaintiff / Petitioner pro se
1054 Glenwood Ave SE
Atlanta, GA 30316
Tel: 404-992-1235
Email: aedinquinn@gmail.com

AEDIN QUINN - FILING PRO SE

September 15, 2025 - 12:57 PM

Filing Petition for Review

Transmittal Information

Filed with Court: Supreme Court
Appellate Court Case Number: Case Initiation
Appellate Court Case Title: Aedin Quinn, Appellant v. King County, Respondent (863894)

The following documents have been uploaded:

- PRV_Petition_for_Review_20250915125645SC261775_8411.pdf
This File Contains:
Petition for Review
The Original File Name was Signed Supremd Court Motion For Immediate Relief.pdf

A copy of the uploaded files will be sent to:

- aedinquinn@gmail.com
- anastasia.sandstrom@atg.wa.gov
- tylar.edwards@kingcounty.gov

Comments:

Sender Name: Aedin Quinn - Email: aedinquinn@gmail.com
Address:
1054 Glenwood Avenue SE
Atlanta, GA, 30316
Phone: (206) 849-6321

Note: The Filing Id is 20250915125645SC261775