

EXHIBIT 20

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

LAKEISHA ELLIS
507B MONTGOMERY STREET
LAUREL, MD 20707

PLAINTIFF,

v.

GEORGETOWN UNIVERSITY HOSPITAL
3800 RESERVOIR ROAD, NW
ROOM 3 CCC
WASHINGTON, DC 20007

DEFENDANT.

Civil Action No. 08-1174 (JDB)

PLAINTIFF'S SECOND AMENDED COMPLAINT

Plaintiff Lakeisha Ellis ("Ellis"), by her attorney, Denise M. Clark, alleges as follows:

NATURE OF ACTION

1. This is a challenge to Defendant's unlawful employment discrimination against Ellis and retaliatory discharge based on her disability in violation of the Americans With Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, 42 U.S.C. § 12203(a) ("ADA") and the Rehabilitation Act of 1973, 29 U.S.C. § 791, as amended, 29 U.S.C. § 794(a); ("Rehabilitation Act"); and the District of Columbia Human Rights Act, D.C. CODE ANN. §§ 2-1401.01 *et seq.* ("DCHRA").
2. This action concerns Defendant's discriminatory action of refusing to engage in the interactive process with Plaintiff, and Defendant's discriminatory and retaliatory termination of Plaintiff upon regarding Plaintiff as disabled.

3. To remedy these violations of the ADA, Rehabilitation Act, and DCHRA, Plaintiff seeks back pay, compensatory damages, attorneys' fees and costs, injunctive relief, and such other equitable relief this Court deems appropriate.
4. Ellis was hired by the Defendant as a Patient Financial Associate ("PFA") in the Patient Access Department at Georgetown University Hospital ("GUH"), even though she originally applied for a PFA position in the Pre-Registration Department, which entailed a set 8 a.m. to 4:30 p.m. work schedule and working in a building outside of GUH.
5. When Ellis was hired, she was seen by GUH's Employee Health Department on May 26, 2006, at which time GUH noted that she had asthma, and that she was taking medication for her condition.
6. Ellis performed quite well, and so she was moved to various departments where she received training regarding the needs of each department.
7. On July 25, 2006, Ellis was assigned to the Emergency Department (ED). There she began experiencing a sudden onset of symptoms brought about by her disability.
8. The next day, Ellis was examined by her primary care physician, Dr. Ellen Finkelman, at a Kaiser facility located in Hyattsville, Maryland.
9. During this appointment Plaintiff expressed her concerns and fear about being exposed to conditions in the ED that could exacerbate Plaintiff's disability.
10. At Plaintiff's request, Dr. Finkelman wrote a note for Plaintiff to present to her employer, reflecting such concerns. This note outlined Plaintiff's disability and instructed GUH to not schedule Plaintiff to work in the ED.
11. GUH Employee Health Department noted Plaintiff's request not to work in the ED.

12. Before Plaintiff returned to work, Defendant terminated her because of her disability and request for reasonable accommodations.

JURISDICTION AND VENUE

13. Jurisdiction of the Court over this controversy is invoked pursuant to the provisions of, 29 U.S.C. § 1331, 28 U.S.C. § 1343(a)(4); 42 U.S.C.A. §2000e-5; and D.C. CODE ANN. § 11-921.
14. This court has personal jurisdiction pursuant to D.C. CODE ANN. § 2-1403.16.
15. The unlawful employment practices alleged below were committed within the District of Columbia. Accordingly, venue lies in the United States District Court for the District of Columbia.
16. Venue is proper in the U.S. District Court in the District of Columbia pursuant to 28 U.S.C. § 1391(a).

PARTIES

17. Plaintiff is a citizen of the United States and resides in Laurel Maryland.
18. The Defendant, a hospital located in Washington, D.C., is a private employer with fifteen or more employees and is therefore prohibited pursuant to the ADA, from discriminating against otherwise qualified people with disabilities in the terms or conditions of employment.

FACTUAL ALLEGATIONS

19. Plaintiff was hired by the Defendant on May 11, 2006. Even though Plaintiff originally applied for a PFA position in the Pre-Registration Department, Ellis was hired as a PFA in the Patient Access Department at GUH.

20. After Ellis was hired, she underwent an initial health screening in May 2006; during this health screening, Defendant was notified of Plaintiff's asthmatic condition.
21. Upon being hired Ellis was notified that there was a temporary probationary period which was designed for the employees to "become proficient in the basic responsibilities of a new position" there was no indication that Ellis would be training in a department for which she was not hired to work in.
22. On July 25, 2006 Ellis's supervisor, Fannice Beckett, asked Ellis to work in the Emergency Department (ED). Upon her arrival, Ellis began experiencing complications with her asthma, suffering an asthma attack among other complications.
23. Ellis informed her Team Leader, Rennie McKenzie of her condition.
24. Ellis was examined by her primary care doctor at a Kaiser facility located in Hyattsville, Maryland. After discussing Plaintiff's concerns that the ED's conditions would exacerbate Plaintiff's disability, Dr. Finkelman wrote a note for Plaintiff to present to her employer, reflecting such concerns. This note outlined Plaintiff's disability and instructed GUH to not schedule Plaintiff to work in the ED.
25. That evening Ellis contacted her supervisor that she could not train in the ED because of her disability; her supervisors' immediate response was "if you cannot work in the Emergency Department then we will have to part ways."
26. On July 31, 2006, Ellis met with her supervisor and her department director where Ellis stated that although she could not work in the ED because of her disability, she was willing to work in any department. The meeting was concluded when the Department Director told Ellis that they would notify her the following day if they were going to accept Ellis's restrictions and accommodate her or if they were going to terminate her.

27. Ellis also met with the Human Resources Department and spoke to Ms. Angela Freeman who assured Ellis not to worry because her "health was non-negotiable."
28. On August 1, 2008, Ellis was seen by Employee Health which verified that Ellis was to not work in the Emergency Department due to her asthma. After giving her supervisor the clearance form from Employee Health, Ellis spoke to her supervisor who told her that she could wait on the premises or go home and return when she received a phone call telling her a decision had been reached. Ellis decided to return to her home.
29. By letter, dated August 2, 2006, Defendant informed Ellis that she was being terminated because she had not followed the supervisors' instructions and remained on the premises while a decision was being made. The letter also stated that Ellis "could not fulfill the requirements of the position."
30. Ellis is a highly motivated employee who was recognized for scoring the highest score in a long time on her pre-employment testing and on her post-hiring training.

**EXHAUSTION OF
ADMINISTRATIVE REMEDIES**

31. Prior to filing this action, Plaintiff timely filed her written charge under oath asserting disability discrimination with the Equal Employment Opportunity Commission (EEOC) within the appropriate number of days by filing with the EEOC. A copy of said charge is attached hereto and marked Exhibit "A." Said Exhibit "A" is incorporated herein as through herein set forth in full. The EEOC issued a right to sue letter to Plaintiff on April 4, 2008, permitting her to file this action in federal district within 90 days of receipt of this letter. Plaintiff received the letter on April 6, 2008.

32. In conformance with the law, Plaintiff has filed this action subsequent to the expiration of ninety (90) days from the date of receiving her right to sue letter from the EEOC, which she received on April 6, 2008.

CLAIMS FOR RELIEF

DISTRICT OF COLUMBIA HUMAN RIGHTS ACT

33. Plaintiff realleges and incorporates all preceding paragraphs.
34. Defendant is an employer within the meaning of the DCHRA. D.C. CODE ANN. § 2-1401.02(10).
35. Plaintiff suffers from the physical impairment asthma, which substantially limits her breathing, a major life activity. D.C. CODE ANN. § 2-1401.02(5A).
36. Plaintiff has a record of such disability, as she was diagnosed in 1998 and has been consistently treated for asthma since her diagnosis. Moreover, Defendant was made aware of Plaintiff's disability during her initial health screening examination in May 2006 and again on August 1, 2006.
37. Plaintiff's asthma, even with mitigating measures, is a disability.
38. Plaintiff's disability was exacerbated by the requirement that she work in the ED, a place her treating physician believed exposed her to increased triggers of her asthma.
39. The essential functions of Plaintiff's position did not require her to be placed in the ED to complete her work, as there were other Departments where Plaintiff could perform primary activities of Plaintiff's position.
40. Plaintiff sought an accommodation to her working conditions, specifically removal from the ED assignments which exacerbated her physical impairment.

41. Regarding Plaintiff as disabled, Defendant did not return Plaintiff to work. Beckett sought input from Human Resources, but did not advise Plaintiff that she could return to work.
42. Following Plaintiff's request for accommodation, instead of engaging in the interactive process, she was fired.
43. Due to Defendant's discriminatory action in violation of the DCHRA, Ellis is entitled to injunctive relief, back pay, compensatory damages, and attorneys' fees and costs.

REHABILITATION ACT

44. Plaintiff realleges and incorporates all preceding paragraphs.
45. Upon information and relief, Defendant and or any of its programs or activities receives federal assistance.
46. Plaintiff suffers from the physical impairment asthma, which substantially limits her breathing, a major life activity.
47. Plaintiff has a record of such disability, as she was diagnosed in 1998 and has been consistently treated for asthma since her diagnosis. Moreover, Defendant was made aware of Plaintiff's disability during her initial health screening examination in May 2006 and again on August 1, 2006.
48. Plaintiff's asthma, even with mitigating measures, is a disability.
49. Plaintiff's disability was exacerbated by the requirement that she work in the ED, a place her treating physician believed exposed her to increased triggers of her asthma.
50. Plaintiff was qualified to perform the requisite activities of her position.

51. The essential functions of Plaintiff's position did not require her to be placed in the ED to complete her work, as there were other Departments where Plaintiff could perform primary activities of Plaintiff's position.
52. Plaintiff sought an accommodation to her working conditions, specifically removal from the ED assignments which exacerbated her physical impairment.
53. Regarding Plaintiff as disabled, Defendant did not return Plaintiff to work. Beckett sought input from Human Resources, but did not advise Plaintiff that she could return to work.
54. Following Plaintiff's request for accommodation, instead of engaging in the interactive process, she was fired.
55. Due to Defendant's violation of the Rehabilitation Act, Plaintiff is entitled to back pay, compensatory damages, and attorneys' fees and costs.

AMERICANS WITH DISABILITIES ACT OF 1990—FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS

56. Plaintiff alleges and incorporates all preceding paragraphs.
57. Due to her severe asthma, Ellis has a "physical or mental impairment that substantially limits one or more of the major life activities." 42 U.S.C. § 12102(2)(A).
58. Plaintiff has a record of such disability, as she was diagnosed in 1998 and has been consistently treated for asthma since her diagnosis. Moreover, Defendant was made aware of Plaintiff's disability during her initial health screening examination in May 2006 and again on August 1, 2006.

59. As required by the ADA, Ellis “has the requisite skills, experience, and education for the job she holds or desires and can perform the essential functions of that job with or without reasonable accommodation.” 29 C.F.R. app. § 1630.2(m).
60. Plaintiff requested reasonable accommodations for her asthma disability.
61. Under the ADA, Defendant was required to engage Ellis in the process of discussing and evaluating her request for reasonable accommodations in order to perform her job (“interactive process”). 42 U.S.C. § 12102(2).
62. Defendant failed to engage in the interactive process as Defendant terminated Ellis following her request for reasonable accommodation.
63. Defendant proceeded to terminate Ellis falsely claiming that it was because she did not follow instructions.
64. Due to Defendant’s ADA violation, Ellis is entitled to injunctive relief, back pay, compensatory damages and attorneys’ fees and costs.

**DEFENDANT’S TERMINATION OF PLAINTIFF IN VIOLATION OF THE
DCHRA, ADA’S ANTI-RETALIATION PROVISION, 42 U.S.C. § 12203(a) AND
REHABILITATION ACT, 29 U.S.C. § 794(a)**

65. Plaintiff alleges and incorporates all preceding paragraphs.
66. On July 26, 2006, Dr. Ellen Finkelman, Ellis’s Primary Care Provider, composed a note advising that because of Ellis’s asthma, she would not be able to work in ED as it would threaten her health.
67. Later that evening (on July 26), Ellis spoke with Beckett regarding her health restriction and requested an accommodation.

68. Beckett's response was: "If you cannot work in the Emergency Department, then we will have to part ways." Beckett did not attempt to engage in any dialogue regarding reasonable accommodations.
69. Ellis informed Beckett that Beckett did not have the authorization to terminate any employee without permission from Human Resources; Beckett then suggested that they discuss the matter further when Plaintiff returned to work.
70. When Ellis returned to work on July 31, 2006, she met with Beckett and the Patient Access Department Director, Cynthia Hecker ("Hecker").
71. In this meeting, Hecker informed Plaintiff that Defendant could decide to keep Plaintiff or let her go based on the restriction outlined by Dr. Finkelman.
72. Ellis quickly pointed out that to terminate someone based solely on her disability violates the ADA. Plaintiff's challenge to Defendant's clearly unlawful behavior was protected activity under the ADA.
73. Hecker ended the meeting by again stating that ultimately they (Defendant) would ultimately decide if they were willing to accept or decline Plaintiff's health restriction.
74. Hecker also informed Ellis that they would let her know whether Defendant would accommodate or terminate her by August 1, 2006, the next day.
75. On August 1, 2006, while awaiting the decision, Beckett told Plaintiff that she could either wait in the Leavey Center or go home and wait for Defendant to call her; Ellis opted to go home.
76. Ellis received a telephone call to return to her shift from Beckett; Ellis alerted Beckett that she had just gotten off the metro in Maryland and that she would have to retrieve her car to drive back into the city.

77. Beckett ultimately terminated Plaintiff, using Plaintiff's delay in returning to work as an excuse for Plaintiff's termination (even though Beckett gave Plaintiff the choice to go home or remain at GUH).
78. Defendant regarded Plaintiff as having a disability within the meaning of the ADA, Rehabilitation Act, and DCHRA.
79. Defendant's failure to engage in the interactive process and consider Plaintiff for other positions within GUH clearly demonstrates that Defendant regarded as having a physical impairment that substantially limited the major life activity of working.
80. Instead of engaging in the interactive process when GUH received Plaintiff's request for reasonable accommodations, Defendant terminated Plaintiff.
81. Defendant's adverse employment action (terminating Ellis) and Ellis's assertion of her rights under the ADA and request for accommodations were causally related as both events were within one day of each other.
82. Defendant had no intention in engaging in the interactive process as such an inquiry to Human Resources regarding an accommodation for an employee can take up to one to two weeks, according to Mary Jo Scheickhardt, Interim Vice President for GUH's Human Resources Department.
83. Due to Defendant's willful retaliatory action taken against Plaintiff in violation of the ADA, Rehabilitation Act, and DCHRA, Ellis is entitled to injunctive relief, compensatory damages, punitive damages, and attorneys' fees and costs. Further, Defendant has demonstrated actual malice towards Plaintiff, entitling her to punitive damages.

PRAAYER FOR RELIEF

Plaintiff respectfully requests that this Court grant the following relief:

84. Award Plaintiff back pay under the ADA, DCHRA, and Rehabilitation Act;
85. Award Plaintiff injunctive relief;
86. Award Plaintiff compensatory damages;
87. Award Plaintiff emotional distress damages;
88. Award Plaintiff punitive damages for Defendant's willful violation of the ADA, Rehabilitation Act, and DCHRA;
89. Award Plaintiffs reasonable attorneys' fees as well as the costs of this action;
90. Award such other relief as this Court deems necessary and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by the Complaint.

Dated: May 14, 2009

Respectfully submitted,

/s/ Denise M. Clark

Denise M. Clark, Esq. (420480)
The Law Office of Denise M. Clark, PLLC
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(202)293-0015
dmclark@benefitcounsel.com

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

LAKEISHA ELLIS)

Plaintiff,)

v.)

GEORGETOWN UNIVERSITY HOSPITAL)

Defendant.)

Case No. 1:08-cv-01174-JDB
Judge John D. Bates

PROPOSED ORDER

This Court having reviewed Plaintiff's Motion for Leave to File a Second Amended Complaint, and accompanying Memorandum of Points and Authorities supporting such Motion, hereby GRANTS Plaintiff's Motion, and orders that the Second Amended Complaint be filed immediately, and that Defendant files its Answer to the Amended Complaint by May ___, 2009.

It Is So Ordered, this ___ day of _____, 2009.

JOHN D. BATES
UNITED STATES DISTRICT JUDGE

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

LAKEISHA ELLIS)

Plaintiff,)

v.)

GEORGETOWN UNIVERSITY HOSPITAL)

Defendant.)

Case No. 1:08-cv-01174-JDB
Judge John D. Bates

CERTIFICATE OF SERVICE

This certifies that I served a true and correct copy of Plaintiff's Motion for Leave to File a Second Amended Complaint and the accompanying Second Amended Complaint via CM/ECF to Defendant's counsel, Trina Fairley, Esq. on May 14, 2009.

/s/Denise M. Clark
Denise M. Clark

EXHIBIT 21



Mid-Atlantic Permanente Medical Group, P.C.
Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.
2101 East Jefferson Street Rockville, MD 20852

Lakeisha N Ellis
481202001

VERIFICATION OF TREATMENT

The above named patient has asthma.
Lakeisha N Ellis Should not work in the emergency department as this is too high an exposure to many sick patients and puts her at risk for her own health.

Provider Signature : *Ed Finkelman*
ELLEN D FINKELMAN MD 7/26/2006 4:55 PM

Internal Med Pg
6525 Belcrest Road
Hyattsville, MD 20782
Phone: 301-209-6221

=====
I certify that I have reviewed, understand and agree with the information above. I authorize the verification of this VOT form by my school, my employer, or any person or entity that may be responsible for payment of services provided through Kaiser Permanente MidAtlantic States.

Patient Signature Date

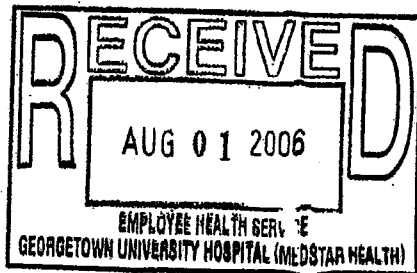


EXHIBIT 22



Georgetown University Hospital **EMPLOYEE HEALTH SERVICE**
STATEMENT OF WORK STATUS
MedStar Health

DEPARTMENT HEAD/MGR: Cindy Heekel, Dri

DEPARTMENT: PT Access

FROM: EMPLOYEE HEALTH SERVICE

NAME <u>Lakesha Ellis</u>	DUE DATE OF NEXT ANNUAL CLEARANCE <u>5/7/07 (Temporary)</u>
JOB TITLE <u>PEA</u>	CLEARANCE DATE <u>8/01/06</u>

Work Disposition: Full Time Part Time Other _____

The employee listed above was evaluated in Employee Health Service for the following reason:

- Pre-placement evaluation
- Annual evaluation
- Fitness for duty/return to work evaluation

Based upon the evaluation this employee:

Is able to perform the essential functions of the job, with or without accommodation.

Accommodation if needed:

was unable to work 7/25 + 7/26/06

May Return to work But may not work in the Emergency Dept.

Is not able to perform the essential functions of the job.
Comments:

Barbara Williams
SIGNATURE OF EMPLOYEE HEALTH SERVICE PROVIDER

8/01/06
DATE

ELLIS000077

EXHIBIT 23

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

COPY

LAKEISHA ELLIS,)	
)	
Plaintiff,)	Civil Action No.
)	08-1174 (JDB)
V.)	
)	
GEORGETOWN UNIVERSITY)	
HOSPITAL,)	
)	
Defendant.)	
)	

WASHINGTON, D.C.

MONDAY, DECEMBER 8, 2008

Deposition of:

CYNTHIA GALE HECKER,

called for oral examination by counsel for Plaintiff,
pursuant to notice, at the law offices of Denise M.
Clark, 1250 Connecticut Avenue, NW, Suite 200, Washington,
D.C. 20036, before Leslie A. Todd, RPR/CSR, of Capital
Reporting, a Notary Public in and for the Commonwealth
of Virginia, beginning at 12:35 p.m., when were present
on behalf of the respective parties:

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1 about anything. I would include this case.

2 MS. FAIRLEY: Okay. Just so the record is
3 clear.

4 BY MS. CLARK:

5 Q. Would you like to clarify your answer?

6 A. I have not received a request to -- for
7 consideration for the way you described it, mental
8 and physical.

9 Q. Mental or physical condition?

10 A. Right. Other than the ones that I
11 described earlier that I recall.

12 (Plaintiff's Exhibit No. 2 was marked
13 for identification.)

14 BY MS. CLARK:

15 Q. Please take a look at this. Let me know
16 when you are ready.

17 A. Okay.

18 Q. Are you familiar with the form?

19 A. Yes.

20 Q. Are you familiar with this particular
21 form?

22 A. Yes.

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1 work status.

2 Q. So the individuals who had foot surgery,
3 did they have a form like this that came to you?

4 A. I would have to look at their files, but
5 they would have required one for accommodations.

6 Q. So are you saying you didn't see this
7 form? I think you've previously testified you never
8 saw this form.

9 A. That's correct.

10 Q. But if you saw this form and saw the
11 language that was written here, what does the
12 language mean to you?

13 MS. FAIRLEY: Objection. Calls for
14 speculation, and it has also been asked and answered.

15 But you can try one more time.

16 THE WITNESS: As I said, I would have read
17 this. I would have contacted employee health
18 services for clarification; I would have talked to
19 HR.

20 BY MS. CLARK:

21 Q. Is there something that is unclear in the
22 language here?

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1 A. There is no statement for is this a
2 permanent or temporary disability and accommodation
3 requirement. And then I would have talked to HR.

4 Q. But you do consider it to be an
5 accommodation request for disability?

6 A. It says in the box that you had me read,
7 "with." So this is an accommodation request. You
8 are saying she needs an accommodation.

9 Q. Thank you. And you would have had a
10 discussion with HR regarding that accommodation
11 request, and you would have had a discussion with
12 employee health because you believe you would have
13 needed clarification.

14 Is that what I just heard you say?

15 MS. FAIRLEY: Objection. Mischaracterizes
16 testimony. It is also compound because you asked her
17 about three different entities.

18 So if you can answer it, you can try,
19 but --

20 THE WITNESS: Yes, I would have talked to
21 HR; yes, I would have talked to employee health
22 services.

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1 BY MS. CLARK:

2 Q. You've testified so far that you are aware
3 of two accommodations both involving foot surgery
4 and the ability to wear tennis shoes.

5 A. Clarification. I think I said, actually,
6 foot surgery on one and a foot issue on another.

7 Q. Okay. Foot surgery and foot issue, but it
8 seems that the accommodation of tennis shoes is the
9 thing that you can recall.

10 A. Correct.

11 (Plaintiff's Exhibit Nos. 3 and 4 were
12 marked for identification.)

13 BY MS. CLARK:

14 Q. Let me know when you have had a chance to
15 review it.

16 A. All right. I have.

17 Q. Looking at Exhibit 3, those two pages
18 together, this -- is this a document that would be
19 filled out by a new hire, a new hire PFA?

20 A. No.

21 Q. When would this be completed?

22 A. A PFA wouldn't complete this.

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1 A. No, I do not.

2 Q. Do you recall ever having a meeting with
3 Fannice Beckett and Lakeisha Ellis?

4 A. No, I do not.

5 Q. How many supervisors in total do you have
6 under you?

7 A. Two.

8 Q. And that's Ms. Felton and Ms. Beckett?

9 A. Correct.

10 MS. CLARK: I have no further questions.

11 MS. FAIRLEY: Okay. I'm going to take a
12 minute to -- do you need the lady's room or anything,
13 or are you okay?

14 THE WITNESS: I'm fine.

15 (Recess.)

16 MS. FAIRLEY: I just have one or two
17 questions for you, Ms. Hecker.

18

19 EXAMINATION BY COUNSEL FOR DEFENDANT

20 BY MS. FAIRLEY:

21 Q. I'm showing you what's been previously
22 marked at this deposition as Exhibit No. 2, and it

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1 is the Employee Health Service Statement of Work
2 Status form.

3 Do you recall having an opportunity to
4 review this document previously?

5 A. Yes.

6 Q. And counsel directed you to the bottom
7 portion of the form that states, "Based upon the
8 evaluation this employee," and then there is a
9 check, "is able to perform the essential functions
10 of the job," with a circle around "with
11 accommodation." And then it has "Accommodation if
12 needed," and it states "was unable to work," and it
13 states the dates, and then it states "May return to
14 work but may not work in the emergency department."

15 Do you see all that?

16 A. Yes.

17 Q. Can you please tell us whether or not the
18 information here means that the employee was
19 automatically granted the accommodation requested?

20 A. No.

21 Q. What does this statement mean?

22 A. This statement means that as a manager or

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1 leader, I would have to talk to various departments
2 to determine whether we could accommodate a
3 patient -- an employee or not. And as I previously
4 stated, I would have contacted employee health, I
5 would have contacted HR, and determined whether we
6 could make these accommodations.

7 Q. And can you tell us whether or not you had
8 an opportunity to make those calls in this case?

9 A. No, I did not.

10 Q. Why was that?

11 A. I never received this form on this date.

12 Q. And why is it that you appear certain that
13 you did not receive the form on this specified date?

14 A. Because I was out on a family health issue
15 on 8/1.

16 MS. FAIRLEY: Thank you.

17 MS. CLARK: 2006?

18 THE WITNESS: 2006.

19 MS. FAIRLEY: Thank you.

20 MS. CLARK: I have cross.

21 MS. FAIRLEY: I'm sorry?

22 MS. CLARK: Or redirect, I should say.

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1 BY MS. CLARK:

2 Q. So you would have determined whether you
3 could have made those accommodations after talking
4 to employee health and talking to HR?

5 MS. FAIRLEY: Objection. Mischaracterizes
6 the testimony.

7 MS. CLARK: No. She just read it. That's
8 exactly what it read.

9 MS. FAIRLEY: Denise, I'm objecting for the
10 record. You can proceed with your questions, as you
11 know, but my objection stands.

12 You may answer to the extent you can.

13 THE WITNESS: I would have consulted the
14 two departments, and the decision would have been
15 made from the consultation.

16 BY MS. CLARK:

17 Q. You would have made that decision after
18 the consultation?

19 A. It would have been a group effort from
20 employee health and HR. I would assume HR would be
21 contacting our legal department and then the
22 decision would be made. I do not have the final

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1 statement on accommodations. Would I have been the
2 one to sign? Yes. But I would have contacted all
3 appropriate departments before a decision was made.

4 Q. Where would the decision be documented?

5 MS. FAIRLEY: Objection. Calls for
6 speculation.

7 But you can answer to the extent you know.

8 THE WITNESS: There is a statement of -- it
9 would be written up and it would be in writing, and I
10 believe there is a second page of this that would
11 have said that we are department able to accommodate,
12 or there is a statement that is made, "accommodations
13 accepted," and I'm not sure what the documentation
14 was back then, but we would have to put it in writing
15 to the employee and to employee health.

16 BY MS. CLARK:

17 Q. Okay. And would that have happened on
18 August 1st?

19 MS. FAIRLEY: Objection. Calls for
20 speculation.

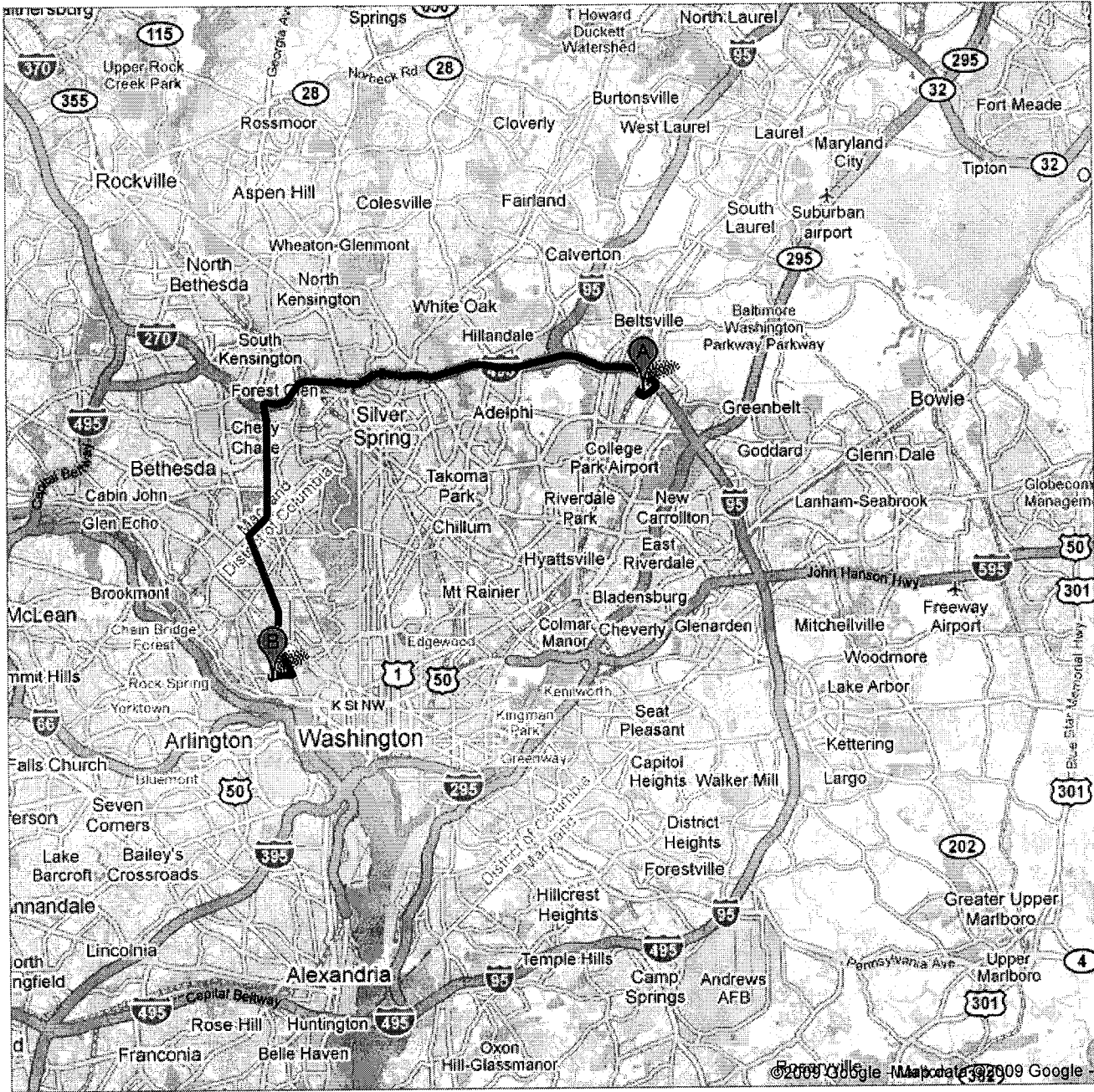

21 You can answer it if you can.


22 THE WITNESS: I can't tell you how long it







EXHIBIT 24

Directions to 380 Reservoir Rd NW
Washington, District of Columbia, 20007
18.2 mi – about 31 mins – up to 1 hour 0 mins in traffic

Save trees. Go green!
Download Google Maps on your phone at google.com/gmm



 Greenbelt Metro Station, Berwyn Heights, MD 20740

-
- | | |
|---|----------------------------|
| 1. Head southwest on Exit 24 | go 0.2 mi
total 0.2 mi |
| 2. Continue straight | go 0.3 mi
total 0.5 mi |
|  3. Take the ramp onto I-495 N
About 10 mins | go 9.9 mi
total 10.4 mi |
|  4. Take exit 33 for MD-185/Connecticut Ave toward Kensington/Chevy Chase | go 0.4 mi
total 10.8 mi |
|  5. Turn left at Connecticut Ave/MD-185 S
About 6 mins | go 2.7 mi
total 13.4 mi |
| 6. At the traffic circle, take the 3rd exit onto Western Ave NW
Entering District of Columbia
About 2 mins | go 0.7 mi
total 14.1 mi |
|  7. Turn left at Wisconsin Ave NW
About 9 mins | go 3.6 mi
total 17.7 mi |
|  8. Turn right at Reservoir Rd NW
About 2 mins | go 0.5 mi
total 18.2 mi |
|  9. Turn left
Destination will be on the left | go 233 ft
total 18.2 mi |

 3800 Reservoir Rd NW, Washington, District of Columbia, 20007

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.