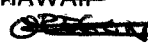


FILED ENTERED
LOGGED RECEIVED

MAR 10 2017 DJ

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

**DISTRICT COURT of WESTERN WASHINGTON
OF THE UNITED STATES OF AMERICA**

STATE OF WASHINGTON, ~~STATE OF~~
~~MINNESOTA, STATE OF HAWAII~~

 Plaintiffs,

v.

DONALD TRUMP, in his official capacity as
 President of the United States; US
 DEPARTMENT OF HOMELAND SECURITY;
 JOHN F. KELLEY, in his official capacity as
 Secretary of the Department of Homeland
 Security; TOM SHANNON, in his official
 capacity as Acting Secretary of State; and the
 UNITED STATES OF AMERICA,

Defendants,

and:

David A. Golden (alias Jeremy Thundercloud/
 G.)

Defendant Intervenor

CIVIL ACTION NO. 2:17-cv-00141 JLR

COMPLAINT FOR DAMAGES/ DECLATORY AND
INJUNCTIVE RELIEF

**PLAINTIFF – INTERVENOR DAVID GOLDEN’S
MOTION TO INTERVENE**

David G. respectfully moves pursuant to Federal Rule of Civil Procedure 24 to intervene as
defendant in this action. Intervention is warranted as a right because of the United States’ interests in

enforcing 18 US § 1964 (RICO). In the alternative, G. should be granted leave to intervene because: (1) G.'s claims against parties Robert W. Ferguson and Jay R. Inslee, et al., share with this action common questions of law and fact; and (2) this action involves interpretation of the law on behalf of the State of Washington, which both Attorney General (ATG) Robert W. Ferguson and the Attorney General's (ATG) Office have been charged with.

MEMORANDUM OF LAW IN SUPPORT OF G.'S MOTION TO INTERVENE

G. respectfully submits this Memorandum of Law in support of this Motion to Intervene in this action against plaintiffs State of Washington/ State of Minnesota/ State of Hawaii. G. moves pursuant to Federal Rule of Civil Procedure 24 to intervene as of right, or alternatively, by permission, to assert claims against plaintiffs under the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapters I, II, and VI); the Racketeering Influenced and Corrupt Organizations Act (RICO, 18 U.S.C. §1964); the bribery statute (18 U.S.C. §201); and the Treason, Sedition, and Subversive Activities Act (18 U.S.C. §2382).

PRELIMINARY STATEMENT

G., a former employee of Washington State, who while serving in this capacity, was charged with protecting the safety and welfare of every single person travelling upon the highways in Washington State (resident, citizen, or otherwise), alleges that plaintiffs Attorney General Robert W. Ferguson and Attorney General's Office (ATG) of Washington, did conspire against him and the citizens of Washington State. Accordingly, G. filed a plea for damages in the Superior Ct. of Spokane County on 12/14/16, see *Golden v. WSDOT, et al No. 16-02-04773-9* (exhibit A5 of this complaint).

FACTUAL BACKGROUND

- On 10/4/16, G. filed a \$16 billion tort claim against the State of Washington for tax fraud. This claim was denied by ATG.
- On 10/31/16, G. filed an amended tort claim against the State of Washington for tax fraud with proof of malice (see Exhibit A4). This claim was denied by ATG.

- On 11/14/16, G. filed an amended \$70 billion tort claim against the State of Washington for tax fraud. This claim was denied by ATG.
- On 12/14/16, G. filed a motion in the Superior Ct. of Spokane County against WSDOT, et al. Included as defendants were Robert W. Ferguson, Jay R. Inslee, The Democratic Party, US Department of Labor (led by Tom Perez), Christine Gregoire, and Barack Obama. See *Golden v. WSDOT, et al. No. 16-02-04773-9* (exhibit A5 of this complaint).
- On or about 1/30/17, ATG Robert W. Ferguson filed a Temporary Restraining Order (TRO) in case *State of WA, et al. v. Donald Trump, et al. No. 2:17-cv-00141*.
- On 2/3/17, Hon. James Robart issued decision in case *State of WA, et al. v. Donald Trump, et al. No. 2:17-cv-00141*.
- Despite awareness of G.'s case, media has chosen to aggrandize case *State of WA, et al. v. Trump, et al.*, while simultaneously ignoring G.'s case, as being un-"newz"-worthy.
- G. was born at Somers Point, NJ on March 20th, 1974. G. is a citizen of the United States of America and entitled to all rights thereof.
- Microsoft, Expedia, and Amazon (aka Challenge Seattle) are known co-conspirators of defendant Gregoire. See *Golden v. WSDOT, et al. No. 16-02-04773-9* (exhibit A5 of this complaint).

ARGUMENT

I. G. Should Be Permitted to Intervene as of Right.

Federal Rule of Civil Procedure 24(a)(1) provides that a court must permit intervention by anyone: "who is given unconditional right to intervene by a federal statute." G. claims right to intervene under 42 U.S.C. Chapter 21 Subchapters I, II, and VI; 18 U.S.C. §201; 18 U.S.C § 1964; and 18 U.S.C. § 2382.

Furthermore, Federal Rule of Civil Procedure 24(a)(2) provides that a court must permit intervention on timely application by anyone: (1) who "claims an interest relating to the property or transaction that is the subject of the action." And (2) whose interest may be "impair(ed) or impede(d)" by disposition of the action., "unless existing parties adequately represent that interest." This rule is "broadly construed in favor of potential intervenors," who must be permitted to intervene if "(1) the application was timely filed; (2) the applicant possesses a substantial legal interest in the case; (3) the applicant's ability to protect its interest will be impaired without intervention; and (4) the existing

parties will not adequately represent the applicant's interest." *Grutter v. Bollinger*, 188 F. 3d 394, 397-98 (6th Cir. 1999). G. meets each of these requirements for intervention as of right.

A. G.'s Motion is Timely.

The timeliness of an application for intervention is evaluated "in the context of all relevant circumstance," including:

(1) the point to which the suit has progressed; (2) the purpose for which intervention is sought; (3) the length of time preceding the application during which the proposed intervenors knew or should have known of their interest in the case; (4) the prejudice to the original parties due to the proposed intervenors' failure to promptly intervene after they knew or reasonably should have known of their interest in the case; and (5) the existence of unusual circumstances militating against or in favor of intervention.

Jensen v. City of Cincinnati, 904 F.2d 336,340 (6th Cir 1990); *United States v. City of Detroit*, 712 F. 3d 925, 930-31 (6th Cir 2013) (same).

Here, though decision has been issued in the District Court of Western Washington, this decision was made only without knowledge of G.'s complaint. And though G. is required to provide (under 18 U.S.C. § 2382) intervention in this matter, he vainly hoped that either "newz" media or Hon. James Triplett would do so while this case was still in the District Court. After all, this is only G.'s second motion filed. This did not happen.

Furthermore, since Hon. Canby, Clifton, and Friedland denied G.'s motion to intervene in the appellate court (citing no reason for the denial), state of WA has moved to advertise a new \$425 million contract. By law, this money belongs to G.

B. G. Has a Significant Interest In the Subject Matter of this Case.

G. has significant interest in this case as he is curious how people who are not citizens of the United States of America are entitled to non-solicited representation by ATG while G. is entitled to none. See 42 U.S.C. Chapter 21 Subchapters I, II, and VI. See also Exhibit I.

C. Intervention in this Case is Necessary to Protect G.'s Interests

Under the third intervention prong, "a would-be intervenor must show only that impairment of its substantial legal interest is possible if intervention is denied." While G. has been denied media coverage for his 2016 auditor/governor campaign, and corrupt media (aka "fake newz") has chosen to disregard G.'s own allegations of public corruption (see *Golden v. WSDOT, et al. No. 16-02-04773-9*) as being un-"newz"- worthy, ATG Robert W. Ferguson and "Democrats" have been hailed as civil rights

champions. This bias only serves to quash G.'s interests while furthering the interests of Robert W. Ferguson and ATG.

D. The Existing Parties Cannot Protect the Interests of G.

As G.'s own interests often coincide with the safety and welfare of the citizens of the United States, and Robert W. Ferguson has acted repeatedly against G.'s interests, G. has right to intervene under 18 U.S.C. § 2382.

Also note that G. had cause to ask for sua sponte en banc in the Ninth Appellate court but was unable to because he was immediately excluded from the action (see Exhibit I).

II. Alternatively, G. Should Be Allowed to Intervene By Permission

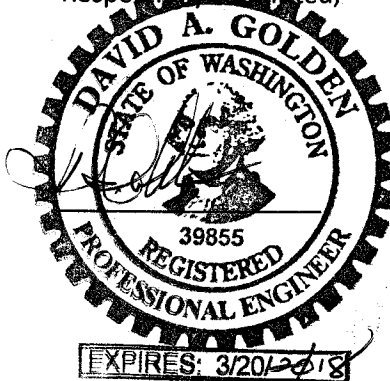
G. may also be granted leave to intervene by permission. Rule 24(b)(1) permits intervention on timely motion by anyone who: (A) is given a conditional right to intervene by a federal statute; or (B) has a claim or defense that shares with the main action a common question of law or fact. G. satisfies both of these requirements.

CONCLUSION

For the foregoing reasons, G. respectfully requests that the Court grant G.'s Motion to Intervene.

Dated: March 10, 2017

Respectfully submitted,



Submitted
3/10/17

Attachments: EXHIBITS A-1

CERTIFICATE OF SERVICE

I, David A. Golden, certify that pursuant to L.R. 5.2 that I filed the foregoing motion (and Exhibits A-I) at the clerk's office in the Western WA district court. I then served the associated parties by email or mail a true copy of the same.

 3/10/17

¹ As point in fact, G. admits that he plagiarized motion of United States right to Intervene (as template) in case *Aleeha Dudley v. Miami University, et al.* 1.14-cv-038 authored by William F. Lynch, due to time constraints.



EXHIBIT
A1

May 16, 2013

Mr. David Golden
312 17th Ave SE
Olympia, WA 98501

Re: Washington State Dept. of Transportation/Golden/0-1960-13-043

Dear Mr. Golden:

This is to acknowledge receipt of your complaint of retaliation under the National Transit Systems Security Act (NTSSA), 6 U.S.C. §1142, which you filed on March 29, 2013. Please save any evidence bearing on your complaint, such as notes, minutes, letters, or check stubs, etc., and have them ready when the investigator named below meets with you. It will be helpful for you to jot down a brief factual account of what happened and to prepare a list of the names, addresses, and telephone numbers of the potential witnesses, together with a brief summary of what each witness should know. The investigator will be contacting you in the near future.

We are also notifying the party named in the complaint about the filing of the complaint and that we are conducting an investigation into your allegations. We are providing the named party with a copy of your complaint and information concerning the Occupational Safety and Health Administration's responsibilities under the law. You may obtain a copy of the pertinent statute, NTSSA-29 CFR Part 1982, 6 USC §1142, at <http://www.whistleblower.gov>. Upon request, a printed copy of these materials will be mailed to you.

If you submit any paperwork or documentation to OSHA that you believe will support your complaint, you should provide a copy of it to the Respondent at the address below:

Lynn Peterson
Secretary of Transportation
Washington State Dept. of Transportation
P.O. Box 47340
Olympia, WA 98504-7340

If the information you provide contains private, personally identifiable information about individuals other than you, or includes your social security number or medical information, that information should be redacted (deleted) before sending it to the Respondent. We have notified the Respondent to send you a copy of its written response to your complaint as well as any documentation submitted to OSHA, redacted if necessary.

A1 1

OSHA may, at its discretion, disclose to the parties in this case any information relevant to the resolution of the case, as evidence submitted by the parties must be tested and the opposing party provided the opportunity to fully respond. If information provided contains personal, identifiable information about individuals other than you, such information, where appropriate, will be redacted before disclosure. We encourage the parties to exchange with each other copies of any documents or evidence filed with the agency, in order to facilitate the timely resolution of the complaint.

You are expected to cooperate in the investigation of your complaint and failure to do so may cause your complaint to be dismissed.

Please know that any submitted statement (written or oral), as well as any document, is subject to applicable federal laws pertaining to false statements. Specifically, anyone who knowingly and willfully makes any materially false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; may be subject to penalties under 18 U.S.C. §1001 and 29 U.S.C. §666. Penalties may involve a monetary fine, imprisonment, or both.

Enclosed is a Complainant Job Search Log. If your employment was terminated, please use this log to keep track of jobs that you have applied for, and return it to OSHA upon request.

If OSHA has failed to issue Secretary Findings within 210 days from the date the complaint was filed, and the delay was not due to bad faith on your part, you have the option of withdrawing your matter from OSHA's jurisdiction and filing directly in federal district court, pursuant to the applicable statute and regulations. If you choose to do so, please send the Investigator a written request. If you have additional questions, please contact the investigator below.

Please be aware that the U.S. Department of Labor represents neither the complainant (employee) nor respondent (employer) in this process. Our role is to conduct an investigation, ascertain facts and determine whether the complaint has merit. We are, in effect, neutral fact finders charged with enforcing the law, and there should be absolutely no expectation that the Department will represent either party at any stage of this process, including litigation.

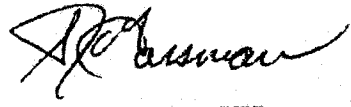
This case has been assigned to the investigator below.

In the event this complaint is settled, the settlement agreement must be first reviewed and approved by OSHA before this matter is closed and the complaint withdrawn.¹ If a settlement has not been reviewed and approved by OSHA, the settlement will not be enforceable.

¹ The following federal regulations for whistleblower complaints filed with the U.S. Department of Labor pertain to OSHA's approval of withdrawn complaints due to a settlement agreement. See 29 CFR Part §1979.111 (AIR 21); 29 CFR Part §24.111 (EPA/ERA); 29 CFR Part §1980.111 (SOX); 29 CFR Part §1981.111 (PSIA); 29 CFR Part §1978.111 (STAA); 29 CFR Part 1982.111 (NTSSA or FRSA); 29 CFR Part 1983.111 (CPSIA).

For more information about OSHA's Whistleblower Protection Program, please visit our Web site at: <https://www.osha.gov/> and go to the link marked "Enforcement" and "Whistleblower Protection."

Sincerely,



Steve Gossman, CIH
Assistant Regional Administrator
Office of Federal and State Operations

Investigator:
Patricia Brown
U.S. Department of Labor - OSHA
300 Fifth Avenue, Suite 1280
Seattle, WA 98104-3308
Telephone: 206-757-6674
E-mail: brown.patricia@dol.gov
Fax: 206-757-6705

Enclosures: Copy of Complaint
Complainant Job Search Lob

312 17th AVE SE
Olympia, WA 98501

2/27/13

U.S. Department of Labor
200 Constitution Ave., NW
Washington, DC 20210

To whom it may concern:

My name is David Golden. I am a bridge engineer that works in the bridge preservation office for the state Department of Transportation in Olympia, WA. My job is to inspect bridges and to close or restrict them if necessary. The bridges that I look at are not typically ones that are under construction, I look mostly at bridges that have already been built and have traffic on them. This complaint is filed under the National Transit Systems Security Act of US Code Title 6 Section 1142.

This complaint is in regards to another inspector, [redacted], who works in the same office as myself. [redacted] started working for the bridge section in the design office as the consultant liaison. He began working in the preservation office around 2007. When he started with preservation, he split his duties between the two offices. He started full time work in bridge preservation after the financial crisis - when funding for his position dried up and he would have been let go in a reduction in force.

From the beginning, there were problems with his work. [redacted] was having a hard time figuring out bridge orientations - defects mentioned in his reports were often backwards. Nobody, however, seemed willing to do anything, especially the management. No action was taken against [redacted]. When funding ended for his position in the design office and he would have been let go in the RIF, [redacted] (the State Bridge Preservation Engineer) made a permanent position for him as a lead inspector in the preservation office. One of the supervisors (Roman Peralta) even told me that before [redacted] was placed in the permanent position of lead inspector, [redacted] had told him that he knew that [redacted] was not a good inspector but then placed him in that role anyway. I was surprised by this, as another lead inspector, [redacted], was placed in the lead inspector role temporarily, but was demoted after a year of trial service. I did not understand why this inspector was demoted while [redacted] was untouchable (especially since [redacted] work was of a much higher caliber). I gave up on complaining after a while because I realized that the management would not do anything. This leads us up to more recent events.

On 8/22/2012, I was in the office talking to another inspector ([redacted]) about inspecting detention vaults. Inspection of the detention vaults was dangerous and a new thing. I was not happy about having to do this work, especially since [redacted] was always placed on the more simple routine inspections. I said why don't they send the expendable guy in there? I was referring to [redacted] but [redacted] didn't get it at first so I said you know [redacted] (friend of [redacted]) was nearby. He overheard this and threatened to file a complaint against me with [redacted] (DOT personnel). He also told me that they had a nickname for me too, the professor (I had recently received my masters degree). Later that day, I

went back and told him that if he did that, I would file a complaint against [redacted] as I had seen some bridges where he was the previous inspector that I felt were near to collapse.

That weekend (8/25 -26/12), I was scheduled to work with [redacted] on a multi-crew inspection on the Skagit River I-5 bridge. After the 8/22/12 incident, I tried to think of the best way I could handle the situation because I knew there would be problems on the job site that weekend. On Saturday (8/25), [redacted] said something to me at breakfast about being expendable - I assumed [redacted] had told him about what was said. I took [redacted] to coffee at Starbucks and explained to him that he was not doing his job. I told him of the bridges that I had seen (where he was the previous inspector) that were in poor condition. I told him to ask the other inspectors working that weekend how they felt because I was not the only one concerned about his work. I told him that I felt he was being negligent. We also spoke of inspecting the panel points on the truss we were looking at that weekend. [redacted] said that we cannot inspect the panel points because they are full of dirt. I told him that if a crack were to form in a member, it would form at the outer row of rivets, and that location was not buried. After this conversation was over, [redacted] and myself went to the Evergreen County fair.

The next day, we inspected the east side of the Skagit River I-5 truss. My final inspection task was to take soundings to check for scour. While we were doing this, my co-inspector, [redacted] pointed out a \$1 bill in one of the panel points in the span that [redacted] had just inspected. I could not believe that this had happened, as I had just talked to him about this. I was especially concerned because [redacted] was the Inspector that would be putting his signature on this report and held accountable for this bridge if anything happened (even though there were four teams on site). I realized that I had no choice but to complain to the bridge preservation engineer about [redacted] work.

On 8/30/2012, I complained to the bridge preservation engineer about [redacted] (I had initially intended to speak to [redacted] Monday morning (8/27) but he did not show up until late that morning. I had a trip to go out on and left without speaking with him). I told him about the five bridges that were in poor condition. I also told him of the \$1 bill incident. The bridge preservation engineer told me to tell my supervisor what I had seen. I did this. On 9/12/12, I received an email from [redacted] telling me that he needs to have my complaint in writing to initiate any action. That night I sent him my complaint.

On 9/25/12, [redacted] was yelled at by his supervisors in the office for what I had seen. After this, it became very uncomfortable for me in the office as it was obvious that I had made the complaint. On 9/27/12, [redacted] came into the bathroom when I was in there. [redacted] was in one of the stalls though I don't believe [redacted] knew this. He put his arm around me and gripped me tightly to show how strong he was. He then said, "no hard feelings, huh Dave". I replied that I had seen something so egregious that I had to do something. [redacted] then went into the bridge preservation supervisor's office (Glen Scroggins) and complained about me in retaliation for my complaint against [redacted]. He also complained to the bridge preservation supervisor about something I had said in the bathroom (I had said nothing to him other than I had seen something so egregious that I had to do something). I found this out because I ran into Glen Scroggins in the atrium downstairs later that day. After this incident, I used either the

bathroom downstairs or the one on the other side of the building as I dreaded running into either alone the bathroom.

A few years in the past, [redacted] had had surgery on his back. After he had this surgery, it became apparent that he takes a lot of prescription painkillers. I also knew that he had, or had access to, handguns. I was extremely concerned for my own safety so on 9/28/12, I asked the bridge preservation supervisor (Glen Scroggins) to contact the personnel office ([redacted]) to ask for administrative leave. I received no response from him. I also asked my supervisor if I could work at home. That was denied as my supervisor told me that [redacted] would not allow that. I took Monday and Tuesday off of the next week. I was forced to return to work on Wednesday and had to use my own leave for the time I had already taken off. I told my supervisor that he had a supervisor harassing me. My supervisor told me that [redacted] is no longer a supervisor (although he is an E-6 while I am an E-5 and he regularly attends the supervisor meetings) and that I shouldn't worry because he has had death threats before.

Between 10/1/2012 and 10/4/2012, I went into the state bridge preservation engineer's office ([redacted]) to find out what was being done about [redacted]. I wanted him to do something before we had a bridge collapse. I told him that he needed to have the QA engineer go out and re-inspect every single bridge that [redacted] had looked at over the last two years. I told him to interview the other inspectors because I was not the only one worried about [redacted] work. I told him that he had a responsibility to the taxpayers to do something. I told him that [redacted] was not even functioning at the co-inspector level. I told him that I was not going to work in a place that allowed this. I told him that the auditor is going to wonder why he didn't do anything. [redacted] told me that the auditor would come to him as there is no other office. He stated that he had not heard of the problem prior to this point in time. He further stated that he was not concerned about any of these bridges except the timber ones. He further stated that there was no telling how the \$1 bill got there. Furthermore, on the SR 542 bridge, he said that he was more concerned about me not checking [redacted] work a third time (the review process is first I review, then supervisor, then complete). I asked him what was being done as I had seen [redacted] this week going out and inspecting more bridges. [redacted] finally disclosed that nothing had been done and said it was not my business as I was not a supervisor. He then asked me if I wanted to be a supervisor. I replied no I don't. He then said that I should leave the matter to the supervisors. Between 10/4/2012 and 11/28/12, [redacted] was removed from inspection work while [redacted] feigned an investigation (thinking that the auditor would show up). I tried to make myself as scarce as possible in the office during this time.

On 10/8/12, I went into my primary care physician, [redacted], to obtain vallium as I didn't think I could continue working without this - it was too uncomfortable for me. I was given a prescription for about ten pills but [redacted] told me that I would need to see a psychologist or psychiatrist. I was referred to [redacted] at Allenmore Psychological Associates in Tacoma. [redacted] also gave me a note during this visit that said I did not have to work in the same building as [redacted].

On 10/25/12, I contacted [redacted] the Secretary of Transportation, to file a whistleblower complaint for my own protection. On 10/31/12, I asked [redacted] for administrative leave as I was not comfortable being at work. Accompanied with this request was the note from my doctor stating that I

was unable to work in the same building as the inspector I complained about and his friend. The Secretary told me that retaliation of any kind would not be tolerated. She then violated the confidentiality of my complaint by forwarding my request to _____ and saying that they would work with _____ to take care of appropriate arrangements as she was out of the office. I finally felt that at last something would be done and somebody would help me. I never heard from any of these people again and no arrangements were made for me.

On 11/2/2012, I filed a complaint about _____ work through the state auditor's website. At this point, I fully expected that the state bridge preservation engineer would take care of the matter and the auditor's intervention would not be required. No investigation was opened as I thought the bridge preservation engineer would do something about the problem and share my concern. This was not the case. On 11/26/12, _____ was returned to his regular inspection duties. I shouldn't have been surprised by this (although I was) because _____ had been complained about many times by not only myself but also by others who were concerned about his work. These complaints were directed to (_____ had talked directly to _____ about the quality of his reports, I also spoke to him directly before discovery of the \$1), his supervisors (Craig Yasuda and Roman Peralta), and even directly to Mr. _____ and Mr. Scroggins themselves (_____ told me he had complained to both of these people prior to this point in time). Even _____, the former QA engineer, had once told me long ago that _____ was a disaster. On 11/28/12, I contacted the auditor's office asking for a full investigation (I had no choice but to do this at this point as the initial letter to the auditor stated that I don't require an investigation as _____ is no longer inspecting bridges). I did this - after verifying through the bridge inspection software - that _____ was doing production work. Not only was this the case, but he was also inspecting fracture critical bridges.

On 12/6/12, I saw _____ talking to the bridge preservation supervisor (Glen Scroggins) in his office. He was in there for some time. _____ had made it clear to me that he was going to make my life hell for complaining about _____. I did not know what he was doing in there but shortly afterwards, Glen sent me an email asking for a change to be made to another bridge that I had inspected. For this bridge (Bridge 202/60), the regional maintenance supervisor (Kirk Tullar) had asked for more repairs to be written for the sidewalk (the regions get credit based on how many priority 1 repairs are written and completed). I did what was asked and sent an email to Kirk Tullar and Glen Scroggins, saying that I had made this change. Within 10 minutes, Glen came over to my office and started yelling at me. He said, "What do you think you're doing?" I replied that I had done exactly what Kirk had asked for. I further stated that if it was not correct, he could simply make an informational report and change it. He became even more angry at me and yelled at me some more. He then walked away shaking his head, belittling me in front of my co-workers. I became so angry, I started shaking. I could not believe I was being treated in this way. I had never been so upset at work before. This conversation was clearly not about this bridge (as I had done exactly what was asked), it was to intimidate me from filing a complaint. Regardless, the complaint had already been filed and there was nothing I could do at this point. I immediately reported Mr. Scroggins's outrageous behavior to my supervisor, Craig Yasuda. The next day, I received an e-mail from Mr. Tullar saying thank you for making this change. I then directed an e-mail to Glen Scroggins and _____ (DOT senior human resource consultant) stating that his

behavior was harassment and if he wanted to talk of behavior that required severe punishment that we should talk of his own – Glen had recently violated the state ethics law. Unfortunately, I soon found out that contacting [redacted] was not going to help me, but only make things worse.

The ethics violation was in regards to a bottle of scotch that Glen had accepted from [redacted] after [redacted] had been promoted to Glen's assistant in September of 2012. [redacted] had bragged about how he had bought the scotch for Glen and [redacted] to at least three of the young and impressionable co-inspectors in the office. I had heard from each of these co-inspectors how they had been told about the scotch directly by [redacted]. On 12/7/12 after receiving the grateful email from Kirk Tullar, I sent an email to [redacted] and Glen about his recent harassment, his sleeping at work (a well known fact to almost everyone in the office), and his recent ethics violation.

On 12/7/12 at 10:31 am, [redacted] replied to this email that she needed to receive more information from me in order to begin an investigation. I refused to meet with her until I had secured a lawyer as I had talked to multiple people ([redacted]) about [redacted] and had been advised that if I ever have to meet with her to secure an attorney beforehand. On 12/10/12, I told [redacted] to interview the entire office because I was not the only one to experience Glen's particular brand of supervision and I did not have a lawyer at this time. On 12/11/12, I changed my mind and told her that she only need interview the section supervisors and the former office secretary to keep fewer people involved (all were aware of Glen's working habits).

During a conversation with my supervisor prior to this time, I had been told that everyone in the office had a gun and that he could not think of one person that didn't have one. I felt it would be a lot easier for all involved if I was simply dead. I was also unable to sleep at night. So, on 12/7/12, I bought a gun to place next to my bed at night so that I could sleep. I had never felt that I needed a gun prior to 8/30/12.

I felt I needed help badly, so, on 12/11/12, I went into [redacted] office, an ARNP who works at Allenmore Psychological Associates in Tacoma. I went to her after talking to [redacted] (a psychologist who works in the same building). I had told [redacted] that I needed valium for work. [redacted] told me that she could not prescribe medicine (she did not have that ability) and that I would have to talk to the ARNP. The situation was so horrible at this point, that I felt I could not continue working without this. I walked into [redacted] office, expecting to quickly be prescribed the medicine and be on my way. I sat down in the chair and waited for her to finish reading my chart notes that [redacted] had made. [redacted] was seated at her desk directly in front of me. I was to the left of her. She would not look at me and continued to read the chart. I told her that I would wait for her to finish reading as I wanted her undivided attention before I started telling my story. She said that I can listen and look at the chart at the same time. After a couple more minutes, I started in. After 10 minutes of listening to what was happening to me, she told me well you're not going to get any valium so you might as well go home. I started to cry. I could not believe that this was happening to me. I was standing up for the public safety and I was being treated like a liar. I continued talking to her the rest of the hour because I had driven all the way to her office from Olympia for this appointment. This was a huge mistake. She told me that I was wasting my time as she does not prescribe controlled substances. In fact, it seemed to give her

Page 5 of 8

some strange pleasure having me cry next to her in the chair. After a full hour of abuse from her (which got progressively worse), I finally gave up and asked for Ambien because I was also unable to sleep at night. She gave me a prescription for 10 tablets. When this appointment ended, I dried my eyes and tried to compose myself enough to get through the waiting room with some dignity. I got out to my car and started crying even more. I did not want to stay there anymore as I did not want to be seen crying. I drove about two blocks away from her office and cried for about a 1/2 hour more in a deserted bank parking lot.

On 12/11/12, I told my supervisor that I won't be coming into the office that week as I had been unable to sleep. I told him to gather my reports and computer and I will complete my reports at home. On 12/12/12, I went in to see my primary care physician. I told her I needed a note for FMLA leave. I had given up on the system. On 12/13/12, I provided this doctor's note to my supervisor saying that I am unable to go to work until I am reevaluated in one month.

On 12/17/12, I received an email from my supervisor saying that I could not work from home (per) saying that this was to comply with my doctor's request. No attempt was made to contact my doctor to see if working at home was permissible. On 12/19/12, my supervisor told me that he needed to take my laptop and reports away from me. I believe this was done to prevent me from disclosing work to the auditor. I then told that I plan on using my vacation leave starting on the 10th of January (the day I am supposed to be reevaluated by my doctor) until I run out. This request was denied as I was told by my supervisor that I cannot take any leave until I finish my reports. I felt that this was unfair as I had offered to do the reports at home but had my laptop taken away from me. then told me that I will be receiving paperwork from about how I can take leave without pay under the federal medical leave act. I received a letter dated 12/20/12 that says I am authorized for lwop "due to my own serious health condition". On 1/2/13, I returned to office (my primary care physician) who helped me fill out the paperwork for the FMLA leave. After I submitted this paperwork, the DOT HR people felt it necessary to contact my doctor for more information (saying that the application was incomplete). I did not understand why the HR people thought it was necessary to talk to my doctor about the FMLA forms but not about my working from home. I was then placed on fmla leave without pay from 12/6/12 until 3/4/13. Glen Scroggins, were all allowed to continue working without consequence during this time.

On 1/8/13, I received a text from a friend stating:

Friend: "I don't think you should come back to work. This place is no good for you anymore."

Me: "What do you mean?"

Friend: "Bad culture forming"

Me: "What's that mean?"

Friend: "You've been gone for so long with no word rumor mili is growing and jokes are being thrown around. I'm just saying. The longer you stay away the worst it's going to get"

Me: "What r the rumors"

Me: "and who is telling them"

Friend: "I don't know man I stay out of it all. Everyone is just wondering what's up and where you at and what's going on"

Me: "It's none of their f%&g business. If I were you, I'd pretend like you r not my frd anymore too"

Me: "you don't have to tell me but make sure you write down what is said and by whom"

Page 6 of 8

On 1/23/13, I asked this friend if he thought the workplace was hostile to me. He replied that he had obtained a lawyer and that that person had told him not to talk to me about work stuff anymore. In the past, [redacted] had restricted the entire office from talking to [redacted] the Highways and Local Programs Engineer. I believed that this was happening to me as well.

On 1/28/13, I learned from the state auditor that my complaint had been forwarded to the inspector general's office. The reasoning for this was that the state auditor had neither enforcement ability nor engineers.

On 2/15/13, I went in to see [redacted], a psychiatrist who works in Renton, WA. I decided to see a psychiatrist because I did not want to go through the process of telling my story twice to different people and have one of them treat me like a liar again. I didn't need any medication at this point and I told [redacted] as such in this initial consultation.

On 2/21/13, I went to speak to a lawyer at Davies Pearson in Tacoma. I did not want to return to work and was afraid to go back. He told me that I had no choice but to return - else I forfeit my job. I was extremely concerned for my own safety (this was also about the same time that [redacted] was on a personal vendetta against the LAPD). So, on 2/22/12, I went into the state auditor's office and asked for a bullet proof vest for my return to work. I was refused. On 2/25/12, I went into the inspector general's office in Seattle and asked for the same. I was again refused. [redacted] told me that these situations deescalate after the OIG comes in. I was told this after not only having had to go through a metal detector to enter the building, but also having had five federal agents and a police dog come up and go through my bag. I bought my own bullet proof vest on 2/26/13. The vest is scheduled to be ready around 3/20/13. For this reason (and also the fact that [redacted] had recently had surgery), I asked for the inspector general to come into the office on 3/20/13.

On 2/26/13, I returned to [redacted] office asking for valium because, as previously mentioned, the lawyer told me that I would have to return to work. [redacted] told me that valium was not the correct medication and tried to offer me something else. She handed me a form to sign as this medication required special paperwork in order for me to be placed on it. I read the first paragraph of the form which said that I will be placed on this medication due to my own serious mental condition. I gave this form back to her and told her that there was no way that I was going to sign something that stated that I had a mental condition. On 2/27/12, I revoked [redacted] ability to converse with my other doctors (two faxes were sent: the first at 10:29 am and the second at 1 pm - the office said that they did not receive the first fax although my fax log said that it went through) as I did not feel that she was helping me. Subsequent to this revocation, she contacted [redacted] and told her that she was worried about me showing up with a gun at work. I had never stated anything to this effect. In fact, I felt like she was trying to coerce me into saying that I was. I had difficulty securing a release from Dr.

[redacted] for my return to work after this. [redacted] told me that since [redacted] had told her this, I would need to be under the care of a psychiatrist. I called [redacted] office back and set up an appointment. An appointment was made for the following Friday. On Thursday, I received a call from [redacted] office to tell me that [redacted] could not see me due to the revocation (I had told Dr. [redacted] that my case would likely end up in a legal battle and she had made it clear to me that she did

not want any part of that). The secretary told me that I would have to go through the reenrollment process of a new patient and start all over again. Again, I had been totally let down by the medical community.

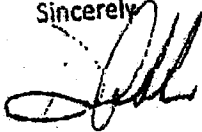
Also on 2/26/13, I started receiving more email from [redacted]. She said that she would require a release from my doctor in order to allow me to return to work. I asked her if she had completed investigating Glen Scroggins. She said that she could not because she had not been able to meet with me yet. I told her that I had given her twelve weeks (during my FMLA leave) to conduct an investigation and that the email that I had sent to her was self-evident. In spite of this, no action was taken against Mr. Scroggins.

On 3/21/13, I told [redacted] and the bridge information section that I did not want the report for Bridge 202/60 released from the server as it was evidence against Glen Scroggins. I felt that the date stamp on the report was a critical piece of evidence as the last time I had worked on this report was prior to the time that Glen had yelled at me. At 11 am on that morning, I told [redacted] and my supervisor that I was going down to the courthouse to obtain an injunction in order to prevent the modification of this report. I drove to the courthouse and collected the paperwork required. I planned on completing the paperwork at work and returning to the courthouse later that afternoon to file (as I knew I would be forced to use my own leave). When I returned to work, I discovered that [redacted] had already told the people in the bridge information section to modify my report.

In January of 2013, I went for a trip outside of the country. This was the first time that I slept normally since last August. I am extremely tired. I do not feel that I can continue living in Olympia. It is a small town and I am afraid for my life. I will have to start over again elsewhere in order to live normally. I also don't think that I can continue working for the Department of Transportation. My job requires me to trust other people with my life. I don't think that I can do that anymore - [redacted] has spread a distorted reality of what happened throughout the office. These people have cost me my job.

All told, I have spent over \$2500 on this ordeal. I also have twelve weeks of lost wages or leave taken due to the FMLA leave. I don't understand why it is more important that [redacted] have Engineer 5 wages than the safety of the taxpayers. I also don't understand why for my concern for the public safety, I was rewarded with such horrible treatment. I personally believe that [redacted] is friends with, or related to, someone in a position of power within the Department of Transportation.

Sincerely



David Golden

Exhibit
FILED A2

APR 25 2013

THURSTON COUNTY
DISTRICT COURT

THURSTON CO. DIST. COURT

Court of Washington

For
Lynn Ann A. Peterson
Petitioner

David Golden
Respondent

No. AH 13-54

Petition for an Order for Protection -
Harassment
(PTORAH)

Screen for court's jurisdiction. Petitioner, complete this section:

- 1) Does this case involve title or possession of real property? yes no.
- 2) If yes, does the respondent claim an interest in that property, such as the right to occupy? yes no. NA
- 3) Would the order interfere with respondent's care, custody, or control of his or her minor children? yes no.
- 4) Are you and the respondent parties in a superior court case? yes no. If yes, list case in paragraph 5. below.
- 5) Is respondent under the age of 18? yes no.
- 6) Is respondent your family or household member? yes no.
- 7) Did respondent sexually assault you or a minor for whom you are seeking this order? yes no.
- If you answer "yes" to 1, 2, 3, 4, or 5, file your petition in superior court. Otherwise file in district court.

1. I am petitioning for an Order for Protection against Unlawful Harassment.
 I request a fee waiver because this incident involved stalking, sexual assault, domestic violence.
2. I am the victim of unlawful harassment committed by respondent, as described in the statement below.
 I am the parent or guardian of child(ren) under age 18 and seek to restrain a person age 18 years or over from contact with my child(ren).
3. The harassment took place in Thurston county. Respondent lives in Thurston county.

4. Identification of Minors:

Name (First, Middle Initial, Last)	Age	Race	Sex	How Related to		Resides with
				Petitioner	Respondent	

A2

<input checked="" type="checkbox"/>	Respondent is EXCLUDED from any place that the petitioner and minors listed in this order may reside.
<input checked="" type="checkbox"/>	Respondent is RESTRAINED from entering or being within <u>250 feet</u> (distance) of petitioner's <input checked="" type="checkbox"/> residence <input checked="" type="checkbox"/> place of employment <input type="checkbox"/> other:
<input type="checkbox"/>	The address is confidential <input checked="" type="checkbox"/> Petitioner waives confidentiality of the address which is: <u>207 17th SE, Olympia WA 98501</u>
	Other: _____

It is further ordered that the clerk of court shall forward a copy of this order on or before the next judicial day to: _____ County Sheriff's Office
 Olympia Police Department WHERE
PETITIONER LIVES which shall enter it in a computer-based criminal intelligence system available in this state used by law enforcement to list outstanding warrants.

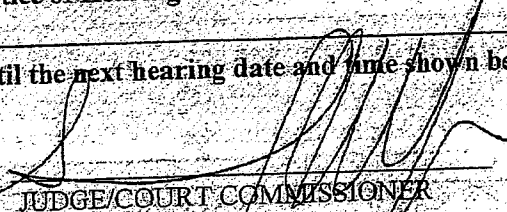
The clerk of court petitioner shall forward a copy of this order on or before the next judicial day to:
 _____ County Sheriff's Office
 Olympia Police Department WHERE
RESPONDENT LIVES which shall personally serve the respondent with a copy of this order and shall promptly complete and return to this court proof of service.

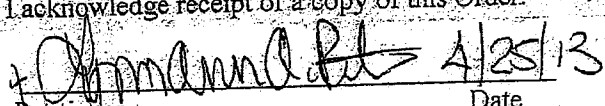
OR Petitioner has made private arrangements for service of this order.
OR Respondent appeared; further service is not required.

The respondent is directed to appear and show cause why the court should not enter an order for protection effective for one year or more and order the relief requested by the petitioner or other relief the court deems proper, which may include payment of costs. **FAILURE TO APPEAR AT THE HEARING OR TO OTHERWISE RESPOND WILL RESULT IN THE COURT ISSUING AN ORDER FOR PROTECTION PURSUANT TO CHAPTER 10.14 RCW EFFECTIVE FOR A MINIMUM OF ONE YEAR FROM THE DATE OF THE HEARING. THE NEXT HEARING DATE AND TIME IS SHOWN BELOW THE CAPTION ON PAGE ONE.**

A copy of this Temporary Protection Order and Notice of Hearing has been filed with the clerk of the court.

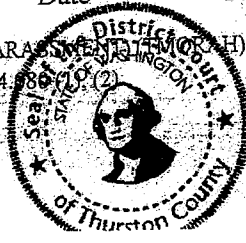
This Temporary Order for Protection is effective until the next hearing date and time shown below the caption on page one.

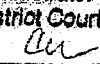
DATED 4/25/13 at 4:25 a.m./p.m. 
JUDGE/COURT COMMISSIONER

I acknowledge receipt of a copy of this Order:

Petitioner Date 4/25/13

I acknowledge receipt of a copy of this Order:
STATE OF WASHINGTON
County of Thurston) s.s.

The undersigned does hereby certify that the Respondent is a true and correct copy of the original on file in the office of the Thurston County District Court.

TEMP PROTECTION ORD/NT OF HRG (HARASSMENT PROTECTION)
UH-03.0200 (7/2001).CR 65(b). - RCW 10.14.030(2)


Date this 25th day of April, 2013
Theresa Ewing, Administrator
Thurston County District Court
By  Deputy

A22

parked out front.

Past History

Around 6pm yesterday (4/24/13) the interim Chief of Staff for WSDOT notified me that he has been flagged by ^{WSDOT} HR & State Patrol due to abnormal behavior w/in last ~~4~~ 4.5 months

All of this documented by WSDOT HR dept and police reports

- He showed up @ the Auditor's office demanding a bullet proof vest because he was in fear for his safety
- ~~He~~ If I remember correctly - employees reported he discussed guns
- Talked to a state patrol officer about killing someone
- He showed up at his lawyer's office demanding to see his lawyer. He became so out of control when told his lawyer was not available that the law office contacted WSDOT HR.
- He was put on medical leave until he could return w/ doctor permission
- He has just returned to work after 3 months off.

My concern

• Based on proximity to my home, his past behavior, his demeanor at my front door, the emails (especially referring to the end of his employment) and other external incidents in the community nation

Court Judge Michael Bettles, I am fearful
for myself, my husband and dogs.

Specifically the threat in the email about
his career w/ the agency is almost
complete, after his aggressive and unstable
pattern of behavior and comments, I am
worried that his aggressive behavior will
escalate as he has already showed up
at my house by following me and
lives in very close proximity.

Email
4/25/13 7:47am "Please consider my supervisor, Craig Vasoda, as a member of your executive staff. He is the most competent person I have worked for in this agency. I have no selfish motive in this request - my career w/ the agency is almost complete." (~~with~~ underlining added by me)

Email
4/25/13 7:38am "Request after work mtg when you are available. My address is 312 17th ave se. David"

204 17th SE - Front door of my residence - As I walked up to my house
~5:15pm 4/24/13 from the transportation building, a white truck parked in front of my house and I noticed a person (who turned out to be David Golden) the driver, stare strangely. I met a locksmith at my front door (had locked myself out). When we got into the house, the front door bell rang. I answered and David introduced himself. He was agitated / Nervous. He said he lived five doors down and

If you are requesting a fee waiver, describe the incident(s) involving stalking, a sex offense, or domestic violence:

that he works in the Bridge Section of Engineering at USDOT. He said he wanted to talk to me about his section and I told him that this wasn't a good time and that I had an appointment to get to @ 6pm. He proceeded to want to know when I would return home. I told him to make an appointment through the admin. assistant. He got more agitated and said it was important and I was being sold a bill of goods on his section. He grabbed the screen door that I was moving to close and said he needed to talk. I repeated that he needed to schedule. He became more agitated both physically backed down and walked down the street not to his plus shirt

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Dated: April 25th 2013 Thurston Co Washington
Petitioner: [Signature]

Petitioner may be served with legal documents at the address below (If you are the petitioner, you have a right to keep your residential address confidential. You may list an address that is not your residential address where you agree to accept legal documents): 555 G Ave, Lake Oswego OR 97034

(on attached sheet)

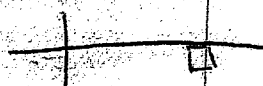
AZ 5

5. Other court cases or any other protection, restraining or no-contact orders involving me, the minors and the respondent:

Case Name and Number		
Court/County	Thurston County District Court	THURSTON

Request for Temporary Order: An emergency exists as described in the statement below. I need a temporary restraining order issued immediately without notice to the respondent until a hearing to avoid great or irreparable harm. I request a Temporary Order for Protection that will:

I Request an Order for Protection following a hearing that will:

<input checked="" type="checkbox"/>	Restrain respondent from making any attempts to keep under surveillance, <input checked="" type="checkbox"/> me <input type="checkbox"/> the minors named in paragraph 4 above.
<input checked="" type="checkbox"/>	Restrain respondent from making any attempts to contact, except for mailing of court documents, <input checked="" type="checkbox"/> me <input type="checkbox"/> the minors named in paragraph 4 above.
<input checked="" type="checkbox"/>	Exclude respondent from any place I may reside.
<input checked="" type="checkbox"/>	Restrain respondent from entering or being within <u>500'</u> (distance) of my <input checked="" type="checkbox"/> residence <input checked="" type="checkbox"/> workplace <input type="checkbox"/> other: <u>(lives w/in 500' down the street)</u>
	Other: 
<input checked="" type="checkbox"/>	Remain effective longer than one year because respondent is likely to resume acts of unlawful harassment against me if the order expires in a year.
<input checked="" type="checkbox"/>	Require the respondent to pay the fees and costs of this action.

Unlawful harassment means a knowing and willful course of conduct directed at a specific person which seriously alarms, annoys, or harasses, or is detrimental to such person and which serves no legitimate or lawful purpose. The course of conduct shall be such as would cause a reasonable person to suffer substantial emotional distress and shall actually cause substantial emotional distress to the petitioner or when the course of conduct would cause a reasonable parent to fear for the well-being of their child. Course of conduct means a pattern of conduct composed of a series of acts over a period of time, however short, evidencing a continuity of purpose. "Course of conduct" includes, in addition to any other form of communication, contact, or conduct, the sending of an electronic communication. Constitutionally protected activities, including free speech, are not included within the meaning of "course of conduct."

Statement: The respondent has committed acts of unlawful harassment as follows: (Describe specific acts of harassment and their approximate dates, beginning with the most recent act. You may want to include police responses.)

E-mail "Oh I see why you sent the lawyer over. This doesn't sound good. Sorry" 4/25/13 12:29pm

used Human Resource Investigator sends delinquent Letter of Concern to David 4/25/13 ~11am that states no more contact and outlined bringing work related activity to a private residence.

He asked repeatedly with a smirk whether he had scared me. He evidently asked many times.

A2 6

Tumwater Police Department Crime and Incident Report

(Rev 2/2010)

Domestic Violence

Case Number

2013-00465

Other Related Number(s)

PAGE 1 OF 3

Video Recording: Y N

Case Dispo: 11 - Information Only

Month	Day	Year	Time	Month	Day	Year	Time	Month	Day	Year	Time
02	22	2013	1400	02	27	2013		02	28	2013	

Mental Problem--5301 3200 Capitol Blvd Government Public Building--34

Mental complaint	<input type="checkbox"/> RCW	<input type="checkbox"/> TMC
	<input type="checkbox"/> RCW	<input type="checkbox"/> TMC
	<input type="checkbox"/> RCW	<input type="checkbox"/> TMC
	<input type="checkbox"/> RCW	<input type="checkbox"/> TMC

Computer related Victim <input type="checkbox"/> Offender <input type="checkbox"/>	Alcohol Related Victim <input type="checkbox"/> Offender <input type="checkbox"/>	Drug Related Victim <input type="checkbox"/> Offender <input type="checkbox"/>	Gang Related Victim <input type="checkbox"/> Offender <input type="checkbox"/>	Officer Safety <input type="checkbox"/>	Officer Assaulted <input type="checkbox"/>	Weapon Related <input type="checkbox"/>
--	---	--	--	---	--	---

Subject #	VOO #	Name (Last, First, M.I.)	Race	Sex	Date of Birth	Height	Weight
X1		Washington Dept of Transportation					
Hair	Eyes	Street Address	City	State	Zip Code	E-mail Address	
		S. 2nd Ave SW / 5900 Capitol Blvd	Tumwater	WA	98501		
Home Phone	Work Phone	Cell Phone	Rate Bins	Victim Type	Victim Injury	VOR	
			<input type="checkbox"/>				
Business/School:	Relationship to Business:						

Subject #	Charge #	Name (Last, First, M.I.)	Race	Sex	Date of Birth	Height	Weight
I-1		Golden, David Anthony	W - W	M		603	210
Hair	Eyes	Street Address	City	State	Zip Code	VOR	
brn	brn	312 17th Ave SE	Olympia	WA	98501	35-Employee	
Home Phone	Work Phone	Cell Phone	E-mail		Aliases		
Social Security #	Drivers License #	State	Business/School	Relationship to Business	Alias Type		
	GOLDEDA262D0	WA	WAD.O.T.	Employee			
Other ID	Scars-Marks-Tattoos		Where Booked	Date	Time		
Juvenile Parents Name	Notified	By Whom	Date/Time	Citation Number	Miranda	Date	Time
	<input type="checkbox"/>				<input type="checkbox"/>		

Unit #	License #	State	Lic Type	Year	Make	Model	Color	Style	Vehicle Identification #

Officer Name	Personnel #	Date	Supervisor	Assigned To:	Date Assigned
R.J. Hedin-Baughn	0104	03-07-2013			031213

AZ 7

TUMWATER POLICE DEPARTMENT
Case Report
Case # 2013-00465

Narrative: On February, 2013 around 0200 hours; WA State Trooper Atkinson wanted to pass a suspicious incident the patrol was investigating.

He told me an employee, David Golden, worked for the Department of Transportation. He did not have Golden's middle initial or date of birth for Golden at that time. Trooper Atkinson told me Golden was an engineer whose job entailed inspecting the state's bridges for safety. Trooper Atkinson told me Golden was on sick leave from his job for an unknown reason. He said his employer at DOT had advised Golden he was to report back to work around February 27, 2013. Golden had responded by calling the State Auditor's Office in Tumwater. He provided them with a list of bridges around the state the he felt were no longer safe to the public for various reasons. Employees for the State Auditor's Office reported that Golden seemed mentally unstable as he told them he feared employees from the Department of Transportation would want to kill him. Golden expressed his reluctance to return to work and asked if they could provide him with a bullet proof vest. Golden appeared to believe he was going to be harmed and told employees he would be arming himself, by unknown means, to protect himself from harm if he was forced to return to work.

Trooper Atkinson said he had learned Golden had also contacted Federal Transportation Office in Seattle. He had reported the same bridge deficiencies. He had also expressed his fear for his personal safety from retribution from his supervisors.

Trooper Atkinson said he had not spoken to Golden, but employees at State Auditor's Office (SAO) reported that Golden appeared to believe he was going to be physically harmed by DOT Supervisors. They said they feared he might show up at their office and would be calling the Tumwater Police Department to ensure their safety based on his mental state. Trooper Atkinson said Golden had not made any statements to harm anyone, but stated to employees at SAO that he would protect himself from physical harm if confronted by DOT staff. Trooper Atkinson said that he believed Golden likely worked on the Olympia Capitol Campus under their jurisdiction. He said he was advising our agency for information purposes at that time. I advised Tumwater patrol units, via e-mail, with the information provided to me by Trooper Atkinson.

On February 28, 2013 around 1600 hours, I was asked to contact WA State Trooper Lieutenant James Riley regarding this incident. I contacted Lt. Riley. He told me he had received additional information related to Golden activity that he wanted to pass on to Tumwater for informational purposes as he had assumed the investigation for the WSP. He told me he had spoken with Kim Hurley, an employee at SAO, who had routinely been speaking with Golden about his concerns. She confirmed the statements made to SAO and the Federal Department of Transportation by Golden as reported by Trooper Atkinson. She expressed to Lt. Riley that she felt Golden truly feared that his safety was at risk. Hurley had told Lt. Riley that Golden had stated he had purchased a thousand dollars' worth of weapons and ammunition for his protection. He expressed his concern for his safety as DOT was requiring him to return to work. Hurley said Golden made a statement referring to an unknown DOT employee that he wanted that employee to let him do his job and that he didn't want to kill him. According to Lt. Riley; Hurley received information that Golden had contacted the SAO Seattle office where he claimed he was armed while in the building.

In response to Lt. Riley's conversation with Hurley; he contacted Golden by telephone. Lt. Riley spoke to Golden about his personal wellbeing and let him know how security worked on the capitol campus to assist

him with his security. Golden told Lt. Riley he did not work on the capitol campus. Golden told him he worked at the "ELG" DOT office in Tumwater. Lt. Riley said he then became suspicious of Golden's line of questioning. Golden asked if he called 911, how long would it take Tumwater officers to respond to the DOT office. He then asked additional suspicious clarifying questions about where Tumwater officers would be responding from and what our average response times were. Lt. Riley did not provide him with specific answers for officer safety reasons, but after a few minutes speaking with Golden said his paranoia appeared to lessen. Golden ended the conversation by thanking Lt. Riley.

Lt. Riley told me he had completed his investigation and wanted to report his finding with the Tumwater Police Department for information purpose related to responses related to Golden in our jurisdiction. He later e-mailed me a copy of his report and a DOL photo of Golden. A DOL return for Golden showed him to reside at 312 17th Ave SE in Olympia.

Case Status: Closed / Information only

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

OFFICER: R.J. Hedin-Baughn

PERSONNEL: 0104

DATE: March 7, 2013

AZ 8

Randy Hedinbaughn - Medically unstable employee for DOT

From: Randy Hedinbaughn
To: Police Mail
Date: 2/27/2013 12:42 AM
Subject: Medically unstable employee for DOT

Patrol,

I received a call from Trooper Atkinson today. He wanted to make us aware that there is employee that works at the Department of Transportation (Capitol Campus) named David Golden. Trooper Atkinson did not have Golden's middle initial, d.o.b., or current address.

Golden is an engineer whose job entails inspecting the state's bridges for safety. Golden was put on medical leave sometime ago for an unknown medical issue. He was advised last week that he was to report back to work on 02 27 13. Golden appears to have become mentally unstable. He called the State Auditor's Office in Tumwater. He told them he wanted to be a "whistle blower" and provided a list of WA bridges that he felt were no longer safe to the public for various reasons. He then made no sense as he asked them wear he could find a bullet proof vest. He felt a male, assumed to be a supervisor, would be after him to cause him harm for his actions. He said he would be "arming" himself: was not specific to what he would be arming himself with. He then told the State Auditor's Office he did not want to kill "him" (unknown who). He also contacted the Federal Transportation office in Seattle and provided them with a list of "unsafe bridges" and spoke of "Him" wanting to harm Golden after "Him" found out that he reported the unsafe bridges to them.

Basically, if David Golden shows up at the State Auditors Office they will call police. They want to give us a heads up, so we are aware of the situation and that he might be armed. Trooper Atkinson was supposed to call me back after the call to give me Golden's full information, but failed to do so.

Randy

Officer R.J. Hedin-Baughn
Tumwater Police Department
555 Israel Rd SW
Tumwater, WA 98501
(360) 754-4200
(360) 754-4198 fax
rhedinbaughn@ci.tumwater.wa.us

PRIVILEGED AND CONFIDENTIAL

The information contained in this e-mail is privileged, confidential, or otherwise exempt from discovery and is intended solely for the use of the individual named above. If you are not the intended recipient, or the person responsible for delivering this e-mail to the intended recipient, you are notified that any use, dissemination, distribution, copying, or the taking of any action in reliance on the contents of this e-mail is prohibited. If you have received this e-mail in error, please immediately reply to the sender.

EXHIBIT A3

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

DAVID GOLDEN,

Plaintiff,

v.

STATE OF WASHINGTON –
DEPARTMENT OF TRANSPORTATION;

Defendants

Case No. 16-2-00011-8 SEA

COMPLAINT FOR DECLARATORY
RELIEF and DAMAGES
Invalidity of Contract (Duress); Wrongful
Termination in Violation of Public Policy

COMES NOW Plaintiff and alleges as follows:

PARTIES

1. Plaintiff DAVID GOLDEN is a civil engineer who formerly worked for the Washington Department of Transportation.
2. The Department of Transportation of the State of Washington is an executive agency of the State of Washington and the former employer of Plaintiff David Golden.

JURISDICTION AND VENUE

3. The Superior Courts of the State of Washington have jurisdiction over claims against the administrative agencies of the State of Washington.
4. The Superior Court of the State of Washington for King County is the proper venue for this dispute, because the execution of the settlement agreement at issue occurred in King County, Washington.

COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES

NW BUSINESS LAW LLC
1700 7TH AVE. #2100
SEATTLE, WA 98101
(206) 209-0069

A3

1 **COMMON ALLEGATIONS**

- 2 5. Mr. Golden was formerly a civil engineer for the Washington Department of
3 Transportation, whose responsibilities principally involved verifying the integrity of
4 bridges.
- 5 6. Between 2011 and 2013, Mr. Golden noted several critical structural problems at bridges
6 throughout Washington, and observed incompetent execution on the part of some of his
7 fellow engineers. Mr. Golden determined, in his professional judgment, that these
8 structural defects and incompetent acts on the part of his colleagues manifested a clear
9 and present danger to the public. He reported the same to his employer, Washington
10 Department of Transportation, and filed a complaint with the Occupational Health and
11 Safety Administration (OSHA).
- 12 7. In response to Mr. Golden's reporting of these dangerous conditions, Washington
13 Department of Transportation subjected him to a series of unlawful, oppressive, and
14 retaliatory actions, including but not limited to physical intimidation and deliberate
15 endangerment in the workplace. Defendant's unlawful conduct caused Plaintiff to
16 experience significant and medically-document psychological distress.
- 17 8. On or about August 28, 2013, Defendant compelled Mr. Golden to enter into a settlement
18 agreement of matters arising from and relating to his OSHA complaint, under pain of
19 losing his job. The terms of the agreement were inadequate to compensate him for the
20 loss of his job or the psychological damages that Defendant had caused him. Mr. Golden
21 would not have executed the agreement in the absence of Defendant's unlawful,
22 oppressive, and retaliatory tactics.
- 23
24

1 **CLAIMS FOR RELIEF**

2 ***First Claim for Relief – DECLARATORY RELIEF***
3 **Invalidity of Contract – Duress**

4 9. Plaintiff realleges all of the foregoing allegations and re-incorporates them herein in their
5 entirety.

6 10. Defendants' conduct, as alleged above, was wrongful and/or oppressive.

7 11. Defendant's wrongful and/or oppressive conduct subjected Plaintiff to undue duress at
8 the time of the execution of the settlement agreement.

9 12. As a result of Defendants' wrongful conduct and the duress inherent in the execution of
10 the settlement agreement, the settlement agreement is invalid.

11 13. Accordingly, Plaintiff respectfully prays the Court for declaratory relief, declaring the
12 settlement agreement between Plaintiff and Defendant (of August 2013) to be void and
13 invalid as a matter of law.

14 **SECOND CLAIM FOR RELIEF**

15 **Wrongful Termination in Violation of Public Policy**
16 **(for adjudication upon granting of declaratory relief).**

17 14. Plaintiff re-alleges each of the foregoing allegations and reincorporates them in their
18 entirety herein. Plaintiff presents this claim for determination simultaneously with, and
19 upon, the Court's determination of invalidity of the above-noted settlement agreement,
20 per the First Claim for Relief.

21 15. There is a clear mandate of public policy in Washington of ensuring that employers do
22 not retaliate against employees for reporting employer misconduct where the employee's
23

1 termination contravenes a public interest. Reninger v. State Dep't of Corr., 134 Wash. 2d
2 437, 951 P.2d 782 (1998).

3 16. Defendant terminated David Golden's employment because he reported structural defects
4 in Washington bridges, reported professional misconduct by his fellow engineers,

5 17. Defendant's termination of David Golden's employment, in retaliation for his reporting
6 structural defects and professional misconduct among other personnel of the Department
7 of Transportation, and/or in retaliation for his filing a report with OSHA, jeopardizes the
8 public policy of not retaliating against employees for reporting employer misconduct
9 where the employee's termination contravenes a public interest.

10 18. As a result of Defendant's unlawful conduct, as alleged above, Plaintiff has suffered
11 economic and non-economic damages, per the prayer below.

12
13 **PRAYER**

14 WHEREFORE, Plaintiff prays for the following relief:

15
16 ***On the First Claim for Relief***

- 17 1. For declaratory relief, to the effect that the settlement agreement between the parties
18 of August 2013 is invalid, and is null and void;

19 ***On the Second Claim for Relief***

- 20 2. For economic damages against in an amount to be determined at trial;
21 3. For non-economic damages in an amount to be determined at trial;

22 ***On All Claims for Relief***

23
24
25 COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES

NW BUSINESS LAW LLC
1700 7TH AVE. #2100
SEATTLE, WA 98101
(206) 209-0069

A3

4

1 4. For any and all other relief that the Court may grant per its powers at law and/or in
2 equity.

3
4 DATED this 4th day of January, 2015

NW BUSINESS LAW LLC

5 By: 

6 Eric K. Helmly, OSB # 012833

7 Of Attorneys for Plaintiff

8 DAVID GOLDEN

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25 COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES

NW BUSINESS LAW LLC
1700 7TH AVE. #2100
SEATTLE, WA 98101
(206) 209-0069

A3

S

STANDARD TORT CLAIM FORM

General Liability Claim Form #SF 210

Pursuant to Chapter 4.92 RCW, this form is for filing a tort claim against the state of Washington. Some of the information requested on this form is required by RCW 4.92.100 and may be subject to public disclosure.

EXHIBIT
~~A~~ 4
Tort claim

PLEASE TYPE OR PRINT CLEARLY IN INK

Mail or deliver original claim to Department of Enterprise Services
Office of Risk Management
1500 Jefferson Street SE
MS 41466
Olympia, Washington 98504-1466
Fax: 360-407-8022
Email: WashingtonStateTortClaimE-Filing@des.wa.gov

Business Hours: Monday – Friday 8:00 a.m. – 5:00 p.m.
Closed on weekends and official state holidays.

1. Claimant's name: Golden David Anthony 03/20/2074
Last name First Middle Date of birth (mm/dd/yyyy)
2. Inmate DOC number (if applicable): _____
3. Current residential address: _____
4. Mailing address (if different): _____
5. Residential address at the time of the incident: 312 17th AVE SE
(if different from current address)
6. Claimant's daytime telephone number: _____
Home Business or Cell
7. Claimant's e-mail address: _____
8. Date of the incident: _____ Time: _____ a.m. p.m. (check one)
(mm/dd/yyyy)
9. If the incident occurred over a period of time, date of first and last occurrences:
from 09/01/2012 Time: 10:04 a.m. p.m.
(mm/dd/yyyy) (mm/dd/yyyy)
to _____ Time: _____ a.m. p.m.
(mm/dd/yyyy) (mm/dd/yyyy)
10. Location of incident: Olympia, WA
State and county City, if applicable Place where occurred

A4 (

11. If the incident occurred on a street or highway:

Name of street or highway	Milepost number	At the intersection with or nearest intersecting street
---------------------------	-----------------	---

12. State agency or department alleged responsible for damage/injury:

WSDOT/ AG/ GOV

13. Names, addresses and telephone numbers of all persons involved in or witness to this incident:

Bob Ferguson/ Jay Inslee/ Lynn Peterson/ Harvey Coffman

I can provide more if you really need that

14. Names, addresses and telephone numbers of all state employees having knowledge about this incident:

15. Names, addresses and telephone numbers of all individuals not already identified in #13 and #14 above that have knowledge regarding the liability issues involved in this incident, or knowledge of the Claimant's resulting damages. Please include a brief description as to the nature and extent of each person's knowledge. Attach additional sheets if necessary.

16. Describe the cause of the injury or damages. Explain the extent of property loss or medical, physical or mental injuries. Attach additional sheets if necessary.

Coersion/ malfeasance/ racketerring/ conspiracy and fraud to state of WA

Influence Peddling / Malice

Per statute, there is no limitation on cases involving taxpayer fraud

A 4 2

17. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom? Please attach a copy of the report or contact information.

18. Names, addresses and telephone numbers of treating medical providers. Attach copies of all medical reports and billings.

19. Please attach documents which support the allegations of the claim.

20. I claim damages from the state of Washington in the sum of \$ \$ 16,000,000.00.

This Claim form must be signed by the Claimant, a person holding a written power of attorney from the Claimant, by the attorney in fact for the Claimant, by an attorney admitted to practice in Washington State on the Claimant's behalf, or by a court-approved guardian or guardian ad litem on behalf of the Claimant.

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

David Golden

Signature of Claimant

Or

Signature of Representative

Print Name of Representative

*Today is 10/31/16. Please let me
Date and place (residential address, city and county)
know which court to file in and on
which date - I know I have 60 days
after 10/4/16 which makes 12/4/16 -
Date and place (residential address, city and county)
or therabouts.*

Bar Number (if applicable)



Jeremy Thundercloud <jeremythundercloud@gmail.com>

(EXHIBIT A4)
Subcat. A

Fwd: Exhibit A

1 message

(G)

Mon, Oct 31, 2016 at 9:21 AM

To: claims@des.wa.gov

Etymology

Edit

Although the term *kangaroo court* has been erroneously explained to have its origin from Australia's courts while it was a penal colony,^[3] the first published instance is from an American source in the year 1853.^[4] Some sources suggest that it may have been popularized during the California Gold Rush of 1849, along with *mustang court*,^[5] as a description of the hastily carried-out proceedings used to deal with the issue of claim jumping miners.^[3] Ostensibly the term comes from the notion of justice proceeding "by leaps", like a kangaroo^[6]— in other words, "jumping over" (intentionally ignoring) evidence that would be in favour of the defendant. Another possibility is that the phrase could refer to the pouch of a kangaroo, meaning the court is in someone's pocket. The phrase is popular in the UK, US, Australia and New Zealand and is still in common use.^[7]

Begin forwarded message:

From: [redacted]
Date: October 31, 2016 at 10:26:30 CDT
To: claims@des.wa.gov
Subject: Exhibit A

(G)

Open
main
menu

Read in
another

Watch Edit
this page

Kangaroo court

A **kangaroo court** is a judicial tribunal or assembly that blatantly disregards recognized standards of law or justice, and often carries little or no official standing in the territory within which it resides.

[1] The term may also apply to a court held by a legitimate judicial authority who intentionally disregards the court's legal or ethical obligations.

A4 5

A kangaroo court is often held to give the appearance of a fair and just trial, even though the verdict has in reality already been decided before the trial has begun. This could be because of the biases of the decision-maker, or because the structure and operation of the forum result in an inferior brand of adjudication. A common example of this is when institutional disputants ("repeat players") have excessive and unfair structural advantages over individual disputants ("one-shot players").^[2]

Etymology

As informal proceedings in sports

Examples

Edit

Some examples of adjudication venues described as kangaroo courts are the People's Court (Volksgerichtshof) that convicted people who were suspected of being involved with the failed plot to assassinate Hitler on July 20, 1944, hospital peer review,^[9] and the Detention, Treatment, and Trial of Certain Non-Citizens in the War Against Terrorism military tribunals.^[10]

See also

Edit

- Drumhead court-martial
- Legal abuse
- Lynching
- Mock trial
- Show trial
- Star Chamber
- Alternative dispute resolution
- International Arbitration

References

External links

A4 6

M Gmail

Jeremy Thundercloud <jeremythundercloud@gmail.com>

(Exhibit A4)
Sub cat. B1

Fwd: slides

1 message

EXHIBIT B1

Jeremy Thundercloud <jeremythundercloud@gmail.com>

Mon, Oct 31, 2016 at 4:19 PM

To: claims@des.wa.gov, [REDACTED]

You see - I know exactly what you're going to do before you do it. I will refile my claim w/ malice.

Begin forwarded message:

(G)

From: Jeremy Thundercloud <jeremythundercloud@gmail.com>

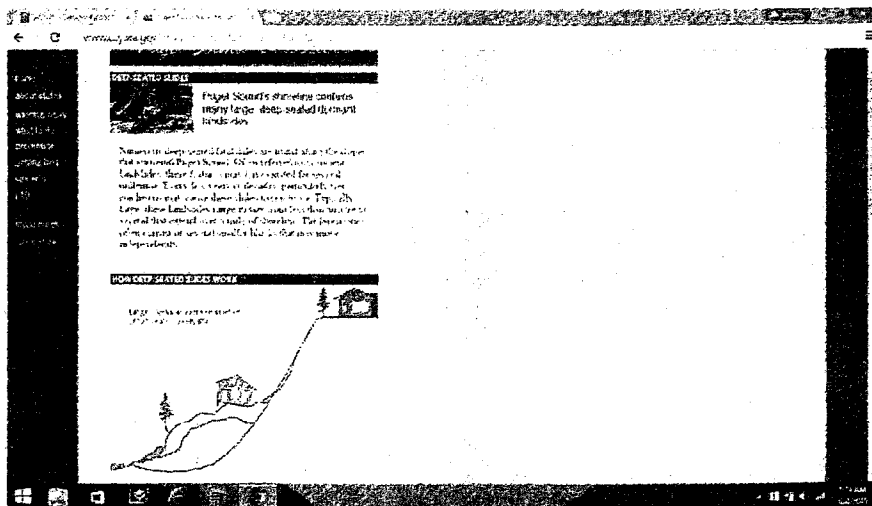
Date: June 4, 2015 at 07:29:54 CDT

To: [REDACTED]

Subject: slides

I have a friend that used to teach math at university. She quit teaching because she was told to manipulate the data to a predetermined outcome.

Very large slides almost always are rotational.



⇒ On January 4th 2015 you were also notified (via my website) about my knowledge of the slides, you chose to proceed without abandon.

A9 7 1/1

9

Exhibit A4
Subcat. B2

EXHIBIT B2

Editorials

Oso families deserved more from Attorney General Bob Ferguson



Manipulation of Scientific Data

Originally published October 12, 2016 at 4:56 pm Updated October 12, 2016 at 4:58 pm



Tim Ward, who lost his wife, Brandy, of 38 years, speaks to the media after a settlement was reached in the Oso landslide trial Monday. (Mike Siegel/The Seattle Times)

A4 8

Exhibit A4
Subcat B3

The Honorable Roger Rogoff
Noted for Wednesday August 31, 2016 at 9:00 a.m.
ORAL ARGUMENT IS BEING REQUESTED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

RYAN M. PSZONKA, et al., Plaintiffs, v. SNOHOMISH COUNTY, et al., Defendants.
TIM WARD, et al., Plaintiffs, v. SNOHOMISH COUNTY, et al., Defendants.
GREGORY REGELBRUGGE, et al., Plaintiffs, v. SNOHOMISH COUNTY, et al., Defendants.

Case No. 14-2-18401-8 SEA

**CERTAIN PLAINTIFFS' MOTION
FOR SANCTIONS AGAINST
DEFENDANT STATE OF
WASHINGTON**

*Pages 1-3 of 33 page
Complaint*

A4
9

1 RANDI LESTER, individually; and ROBIN
2 YOUNGBLOOD, individually,

3 Plaintiffs,

4 v.

5 SNOHOMISH COUNTY, et al.,

6 Defendants.

7 **I. INTRODUCTION**

8 The State of Washington has repeatedly described this case as the largest tort claim in the
9 history of the State. It has now become apparent that this case will also be known as the biggest
10 discovery fraud in the history of the State – a fraud orchestrated by the State’s own Attorney
11 General. Over the past two years, the Court has granted the State two trial continuances, and
12 Plaintiffs have patiently waited for their day in Court, which is now five weeks away. We now
13 know that the State hid the truth from the Steelhead Haven community before the Oso Landslide
14 and has continued to hide the truth from them in this prolonged litigation after the slide. The
15 State has spent over \$3 million in taxpayer dollars developing the opinions of its expert team, but
16 that undertaking was launched 17 months ago with a secret pact by the State’s experts, with the
17 blessing of the State Attorney General, to systematically destroy emails and repeatedly deceive
18 Plaintiffs about what they were doing. Rather than an investigation to find the truth, the
19 undertaking of the State’s expert team has been a carefully orchestrated scheme to hide and
20 distort the truth. The Court recently ordered the State to present and pay for the depositions of
21 its experts after the close of discovery based on the State’s “egregious” violation of the Court’s
22 Scheduling Order. Dkt. #817A, August 11, 2016 Order at 10. Plaintiffs have taken those
23 depositions, and what we have now learned makes the State’s earlier discovery violations pale in
24 comparison. What Plaintiffs have now learned about the State’s discovery fraud and deception is
25 shocking, and requires the most severe sanctions possible to protect the administration of justice.

AY 10

1 The destroyed expert emails were clearly subject to production under the civil rules and
2 responsive to Plaintiffs' discovery requests and a subpoena. They also were emails the State's
3 attorneys repeatedly agreed to produce while knowing that its experts were systematically
4 destroying them. When this conspiracy began to unravel in the last few months, the State
5 Attorney General compounded the fraud by instructing the State's expert team to copy the
6 State's lawyers on expert communications so that the State could create a fake "privilege" and
7 evade its duty to produce those critical expert communications. The State's destruction of
8 critical discoverable documents, as well as its fake "privilege" scheme, strikes at the integrity of
9 the Court and the very heart of our system of justice.

10 These acts of destruction and deception – unveiled on the eve of trial – have deeply
11 prejudiced Plaintiffs' trial preparations. Plaintiffs spent 17 months chasing emails, which the
12 State agreed to produce and then systematically destroyed. Plaintiffs then were required to take
13 last-minute expert depositions – on brand new opinions – after the close of discovery with one
14 arm tied behind their back as critical evidence and communications between the deposed experts
15 had been destroyed or withheld. Those communications would show that far from seeking truth;
16 the State was seeking to avoid accountability, and it had a group of highly paid experts more than
17 willing to reverse their opinions to best protect the State's interests in this litigation. We know
18 this is true only because some of those emails slipped through the cracks and were not destroyed
19 as they were intended to be. The surviving emails demonstrate that the State's experts believed
20 that changes on State property made the landslide more dangerous to the Steelhead Haven
21 community, until the Court ruled the State could be liable on that ground. Then the State's
22 experts quickly "scrambled" to change their opinions. What we will never know is the true depth
23 of this deceit, because the vast majority of emails were destroyed and will never see the light of
24 day.

25 This outrageous dishonesty, uncovered on the eve of trial, requires entry of a finding of
26 liability against the State to protect the system of justice the Court administers. This is the most
27

<http://www.seattletimes.com/seattle-news/crime/state-ag-proposes-assault-weapons-ban/>

Washington attorney general proposes assault-weapons ban

Originally published September 7, 2016 at 10:50 am Updated September 8, 2016 at 5:48 am



Exhibit A4
Subcat B4
Bob Ferguson SPMS
assault weapons
ban on same day
Settles OSO strike claim

Attorney General Bob Ferguson speaks at a press conference Wednesday morning in Seattle. (Ellen M. Banner/The Seattle Times)

Attorney General Bob Ferguson says he will propose legislation to ban military-style assault weapons and high-capacity magazines.

By

David Gutman

Seattle Times staff reporter

Spurred by the recent killings of three teenagers in Mukilteo, state Attorney General Bob Ferguson will propose legislation next year to ban the sale of assault-style weapons and high-capacity magazines in Washington.

Ferguson announced his proposal Wednesday, flanked by the parents of a fourth Mukilteo victim, who was seriously injured, as well as dozens of Democratic legislators and officials.

The legislation, which has not yet been written, would ban semi-automatic assault-style weapons — like the AR-15 rifle that police say

A4 12

was used by the 19-year-old accused gunman in Mukilteo in July — as well as any magazine that holds more than 10 rounds of ammunition.

“Military-style weapons are designed for killing people,” Ferguson said. “These weapons have no place in civilian use.”

Ferguson and other speakers noted repeatedly that the accused Mukilteo shooter bought the rifle legally but wasn’t old enough to buy a beer.

Ferguson, who is up for re-election this fall, acknowledged that an assault-weapons ban would be difficult to pass. Several other recent gun-control measures have failed in the Legislature.

“I do not propose bills that I do not think I can pass,” he said. “Will this be hard? You bet. Will the gun lobby engage on this issue? Absolutely.”

Dr. Liz Raemont, whose 18-year-old son Will Kramer was seriously injured in the Mukilteo shooting, spending 17 days in the hospital, called it a “disgrace and insanity” that assault-style weapons are legal.

“They are weapons of choice for our country’s mass-murderers. These guns are not used in self-defense,” Raemont said.

Similar weapons were used in high-profile mass shootings in Newtown, Conn.; Aurora, Colo.; San Bernardino, Calif., Dallas and Orlando, among others.

Dave Workman, senior editor of The Gun Mag, a publication of the Bellevue-based Second Amendment Foundation, said that rifles of any kind are used in a very small percentage of homicides — fewer than 4 percent in Washington in 2014, according to FBI data.

“We’re talking about one 19-year-old kid who is now charged with that crime and thousands and tens of thousands of people who own these guns in Washington state who haven’t hurt anybody,” Workman said.

Seattle Police Chief Kathleen O’Toole urged the Legislature to act.

“Individuals should not have easy access to assault weapons,” O’Toole said. “This would be a wonderful prevention tool.”

Congress passed a nationwide ban on assault weapons in 1994, but it expired in 2004. Currently, seven states and the District of Columbia

have some form of assault-weapon ban, according to the Law Center to Prevent Gun Violence.

Jaime Smith, spokeswoman for Gov. Jay Inslee, said the governor, who voted for the 1994 assault-weapons ban while in Congress, supported Ferguson's proposal in concept.

"The governor has a record of supporting this type of thing," Smith said. "The attorney general's proposal is one of many things that we should all be looking at to reduce gun violence."

Bill Bryant, Inslee's Republican challenger, said he would have to wait to see how "assault weapon" is defined before saying if he would support a ban. He said the state needed to focus on its mental-health system and noted there is already a ban on automatic weapons.

In a June interview with The Seattle Times, Bryant said he did not support bringing back the federal ban on assault weapons.

"We have strong protections in Washington state," Bryant said in June. "We have strong background checks. I'm comfortable where we are right now."

Recent efforts to strengthen gun laws in the Legislature have stalled.

A push for universal background checks on gun sales failed in 2013, before passing by ballot initiative the next year. A proposal to take guns from people deemed a danger to themselves or others — following a court hearing — got nowhere in the Legislature, but is on the ballot this year as Initiative 1491.

Senate Majority Leader Mark Schoesler, R-Ritzville, accused Ferguson of "using state resources to promote himself in an election year."

Schoesler said the definition of "military style" was too vague and would prove unworkable, and said the focus should be on enforcing existing gun laws.

State Sen. David Frockt, a Seattle Democrat who will work with Ferguson to write the legislation, said they would look to other states that have passed similar laws when drafting the bill to ensure its constitutionality. Five of the seven states that ban assault weapons do so by explicitly listing names and types of banned guns.

A4 14

In June, the U.S. Supreme Court declined to review challenges to assault weapons bans in New York and Connecticut, allowing the bans to stand. The court had previously allowed an assault-weapons ban in a Chicago suburb to stand.

Frocht emphasized that assault weapons owned prior to a bill's passage would be grandfathered in, but could not be sold or transferred.

Staff reporter Lewis Kamb contributed to this report.

David Gutman: dgutman@seattletimes.com

View 1009 Comments

A4 15

EXHIBIT A4 Sub Cat B5

<http://www.therepublic.com/2016/10/05/wa-oso-landslide-lawsuit/>

Judge: State must pay for email destruction in Oso case

10/5/16 10:29 PM

SEATTLE — Washington state will have to pay significant sanctions after its expert witnesses deleted emails related to a lawsuit over liability for the deadly Oso landslide, a judge said Tuesday.

Appointed by Inslee

King County Superior Court Judge Roger Rogoff said Tuesday he needs more time to determine the amount of the sanctions, but will include costs the plaintiffs' attorneys incurred because of the deletions, The Daily Herald of Everett reported (<https://goo.gl/1wMSx2>).

The judge denied the plaintiffs' requests to decide in their favor without trial or to exclude testimony from certain state experts.

Rogoff said at least one of the state's attorneys encouraged the experts to destroy records, and he wants to spur the Attorney General's Office to overhaul its training practices.

"The fact that the public may be impacted by this may hopefully deter other problems in this area," Rogoff said.

Victims of the slide, which killed 43 people, argue that the state and a timber company should be held liable for the landslide, based on the notion that their actions — including the construction of a sediment retention wall and logging — made the hillside more dangerous and failed to warn residents of the danger. Their attorneys say damages could top \$100 million. Opening statements are set for next Monday.

A4 16

Attorney General Bob Ferguson has already acknowledged that one of his lawyers, Mark Jobson, knew for the past year and a half that experts hired by the state to determine the cause of the 2014 slide were deleting emails among themselves. But the office insists that its other lawyers were unaware, and that Jobson and the experts sincerely believed the emails did not need to be turned over to the plaintiffs and thus could be deleted.

Rogoff said the evidence — including internal emails he required the Attorney General's Office to produce — didn't support Jobson's explanation. The judge also said other lawyers representing the state may have been aware of the strategy to delete emails.

Rogoff Appointed BY Insler

Ferguson's office has been working with a computer forensic consultant to recover deleted records from numerous electronic devices used by eight people.

In his ruling, Rogoff said the Attorney General's Office should have acknowledged the problem by December of last year, but didn't until August, when attorneys for the plaintiffs discovered the problem and accused the state of fraud.

In asking the judge to punish the state, the victims' lawyers argued that the experts tailored their findings to suit the state's case and that deleting the emails helped them cover their tracks.

Information from: The Daily Herald, <http://www.heraldnet.com>

EXHIBIT A4 Subcat. B6

<http://www.heraldnet.com/news/judge-lack-of-emails-harms-plaintiffs-in-oso-mudslide-case/>

Judge: Lack of emails harms plaintiffs in Oso mudslide case

Judge appointed by Inslee

- NOAH HAGLUND
- Mon Sep 12th, 2016 8:58pm

SEATTLE — The decision by state experts and lawyers to delete internal emails discussing the possible cause of the Oso mudslide harmed the legal case being brought by survivors of the disaster and relatives of those who were killed, a judge said Monday.

King County Superior Court Judge Roger Rogoff wants to see more records to determine the extent of prejudice to the plaintiffs' case. Some of the more severe sanctions available to the court include deciding the case in favor of the plaintiffs without a trial, or barring state expert witnesses from testifying.

"What I haven't settled yet is what the level of prejudice is," Rogoff said.

Some emails from the state's team have been handed over to the court, while others could take weeks to retrieve.

The state Attorney General's Office has acknowledged destroying records for nearly a year and a half while preparing to defend against allegations that the state's actions in the Oso area made the mudslide more catastrophic. A computer forensic consultant has estimated that it would take until early October to recover information from at least 17 electronic devices used by eight different people working for the state.

That overlaps with the trial schedule. Jury selection is expected to begin this month.

Attorneys for the plaintiffs have argued that their case has been compromised, regardless of what records were lost. Instead of preparing for trial, they've been busy trying to get a handle on the missing information, attorney Emily Harris said.

"There is no question that we are being severely impacted by what the state has done," Harris told the judge.

Rogoff said he might issue a ruling as early as Wednesday, though it could take longer.

The mudslide killed 43 people when it raced through the Stillaguamish Valley on the morning of March 22, 2014. The rural Steelhead Haven neighborhood was destroyed.

A4 18

Lawyers for families of people who died, those who were injured, or those who lost property contend that the state made the hillside more dangerous by allowing a crib wall to be built along the river, at the bottom of the hill, as part of an effort to improve salmon habitat. They argue that the state should have done more to investigate, monitor or lessen the danger to neighbors.

Also named in the suit are Snohomish County and the Grandy Lake Forest Associates timber company.

When scientists and engineers hired by the state met about the case in March 2015, they apparently agreed on a strategy to destroy emails about their findings, according to notes from that meeting. Special assistant attorney general Mark Jobson has said he was present and mistakenly believed they would be in compliance with rules for legal discovery if they followed that course.

In court papers, plaintiffs' attorneys suggested that other lawyers working with the state knew about destroying emails. They focused on Bob Christie, a Seattle lawyer who had been brought into the case as a special assistant attorney general at the request of the state's insurance carrier. Months before joining the mudslide litigation, Christie was sanctioned in an unrelated case in which a judge determined that records had been improperly destroyed. Christie recently told the court he was at the meeting with state experts, but could recall no discussion about email and had no role advising experts on what records to keep.

Preliminary reports from the geotechnical experts working for the state challenge the theory that logging over the years made the hillside dangerously prone to collapse. Studies since the disaster have documented evidence of giant slides in the river valley over thousands of years.


Noah Haglund: 425-339-3465; nhaglund@heraldnet.com. Twitter: @NWhaglund.

A4 19

EXHIBIT
AS

(Copy Receipt)

Clerk's Date Stamp

 <p style="text-align: center;">SUPERIOR COURT OF WASHINGTON COUNTY OF SPOKANE</p>	<p>JUDGE JAMES M. TRIPLET 99</p>
<p>GOLDEN, DAVID</p> <p>Plaintiff(s)/Petitioner(s),</p> <p>vs.</p> <p>WA STATE DEPT. OF TRANS.</p> <p>Defendant(s)/Respondent(s).</p>	<p>CASE NO. 2016-02-04773-9</p> <p>CASE ASSIGNMENT NOTICE AND ORDER (NTAS)</p> <p>CASE STATUS CONFERENCE DATE: MARCH 17, 2017 AT 8:30 AM</p>

ORDER

YOU ARE HEREBY NOTIFIED that this case is preassigned for all further proceedings to the judge noted above. You are required to attend a Case Status Conference before your assigned judge on the date also noted above. The Joint Case Status Report must be completed and brought to the Status Conference. A Case Schedule Order, with the trial date, will be issued at the Status Conference.

Under the individual calendar system, the court will operate on a four-day trial week. Trials will commence on Monday, Tuesday, Wednesday or Thursday. Motion Calendars are held on Friday. All motions, other than ex parte motions, must be scheduled with the assigned judge. Counsel must contact the assigned court to schedule motions and working copies of all motion pleadings must be provided to the assigned court at the time of filing with the Clerk of Court. Pursuant to LCR 40 (b) (10), motions must be confirmed no later than 12:00 noon two days before the hearing by notifying the judicial assistant for the assigned judge.

Please contact the assigned court to schedule matters regarding this case. You may contact the assigned court by phone, court department e-mail or through the Spokane County Superior Court web page at <http://www.spokanecounty.org/1140/Superior-Court>

DATED: 12/14/2016



SALVATORE F. COZZA
PRESIDING JUDGE

NOTICE: The plaintiff shall serve a copy of the Case Assignment Notice on the defendant(s).

AS 1

10204773-9

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR SPOKANE COUNTY

DAVID GOLDEN, (alias JEREMY
THUNDERCLOUD, alias JOHNY BIGFISH), an
individual,

NO: _____

COMPLAINT FOR DAMAGES

Plaintiff,

v.

WASHINGTON STATE DEPT OF
TRANSPORTATION; WASHINGTON STATE
AUDITOR; US OFFICE OF THE INSPECTOR
GENERAL; US DEPT OF LABOR; US DEPT OF
JUSTICE; WASHINGTON STATE ATTORNEY
GENERAL'S OFFICE; BOB FERGUSON, individually
and the marital community composed thereof; DANA
DELUE, individually and the marital community
composed thereof; JENNY DURKAN, individually and
the marital community composed thereof; BARACK
OBAMA, individually and the marital community
composed thereof; CHRISTINE GREGOIRE,
individually and the marital community composed
thereof; PAULA HAMMOND, individually and the
marital community composed thereof; JAY INSLEE,
individually and the marital community composed
thereof; LYNN PETERSON, individually and the
marital community composed thereof; TREVOR
OSBORNE, individually and the marital community
composed thereof; PETER PETRICH, individually and
the marital community composed thereof; THURSTON
CO. SUPERIOR CT.; HON. CAROL MURPHY,
individually and the marital community composed
thereof; SHELLEY BRANDT, individually and the
marital community composed thereof; WASHINGTON
STATE BAR ASSOCIATION; SCOTT NICHOLSON,
individually and the marital community composed
thereof; TODD HARRISON, individually and the
marital community composed thereof; TOM STEYER,
individually and the marital community composed
thereof; THE DEMOCRATIC PARTY

Defendants.

1
AS 2

Plaintiff, David Golden, an individual, alleges as follows:

1. **PARTIES**

- 1.1 David G. (plaintiff), was a licensed engineer practicing structural engineering at:
- 1.2 Washington State Dept. of Transportation (WSDOT). He filed a whistleblower report with:
- 1.3 Washington State Auditor's office (SAO) alleging faulty work. SAO sent his complaint to:
- 1.4 Office of the Inspector General (OIG). OIG did not investigate but action was required as Plaintiff G. had independently originated a complaint alleging harassment under 6 US §1142 with:
 - 1.5 US Dept. of Labor (US DOL).
 - 1.6 US DOJ arranged "independent" alternate dispute resolution in *Golden v WSDOT* (0-1960-13-043) with:
 - 1.7 Washington State Attorney General's Office (ATG), headed by:
 - 1.8 Bob Ferguson, ATG "elect" against:
 - 1.9 Dan Delue, who served as G.'s attorney representing his interests in the matter.
- 1.10 Jenny Durkan worked as US Attorney for US DOJ during the time of G.'s complaint. She was appointed to this post by:
- 1.11 Barack Obama, President of the United States (POTUS). Durkan also serves(d) as personal attorney to:
 - 1.12 Christine Gregoire, who signed into law the Seattle tunnel "mega"project. Gregoire appointed:
 - 1.13 Paula Hammond secretary of WSDOT. Hammond also performed work on the 520 bridge "mega"project.
- 1.14 Jay Inslee was governor "elect" during the time of G.'s OSHA complaint. He appointed:
- 1.15 Lynn Peterson secretary of WSDOT, replacing Hammond. Peterson filed an "independent" temporary restraining order (TRO) against G. alleging harassment. G. was represented by:
- 1.16 Trevor Osborne, who served as G.'s attorney representing his interests in the matter. Osborne worked under guidance of:
 - 1.17 Peter Petrich (presumably of the Clare Petrich family). The TRO was filed in the:
 - 1.18 Thurston Superior Co. Sup. Ct. where:
 - 1.19 Hon. Carol Murphy presides.
 - 1.20 Shelley Brandt is an attorney "practicing law" in Olympia, WA. Brandt sits on the:
 - 1.21 WSBA board of governors.

AS 3

- 1.22 Scott Nicholson (WSDOT) was the labor relations manager for WSDOT during the time of G.'s complaint.
- 1.23 Todd Harrison (WSDOT) was appointed acting supervisor after G. filed his complaint with SAO. Harrison also served as chief negotiator for WSDOT during the time of OSHA mediation.
- 1.24 Tom Steyer is a "philanthropist" and contributor to the:
- 1.25 "Democratic" party.

II. JURISDICTION AND VENUE

- 2.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 2.2 Venue is correct because amongst other things, Washington State imposed a tariff on gas in 2015 for Spokane area residents (where plaintiff resides). The tariff's purpose was to, amongst other things, increase spending on government "mega" projects. Bonds were issued by the state, through their representative, to cover the "mega" projects" against the surety of this tax increase at the pump.

III. FACTUAL ALLEGATIONS

- 3.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 3.2 G. brought concerns alleging faulty work in practice of bridge inspection to supervisor and SAO in late 2012. SAO forwarded this information to OIG, who did not investigate the substance of his complaint.
- 3.3 On 2/22/13, and under alias Jeremy Thundercloud, G. electronically filed a FOIA request for WSDOT employee Harvey Coffman, amongst others.
- 3.4 On 3/29/13, and under true name David Golden, G. electronically filed a federal complaint for harassment under 6 US § 1142. He made this complaint without guidance of counsel.
- 3.5 On 4/12/13, and under alias Johny Bigfish, G. electronically filed a FOIA request for WSDOT employees Peterson and Hammond, amongst others.
- 3.6 On 4/23/13, Peterson moved into a home located at 204 17th AVE SE, a short distance from G.'s own. This particular home had been on the market for some time.
- 3.7 On 4/25/13, Peterson filed a complaint in Thurston Co. Sup. Ct. It was an "Ex Parte TRO" against G. (see *Peterson v. Golden*), alleging harassment. Witness to G.'s alleged behavior were Peterson, Brandt, Nicholson, Harrison, and a third party locksmith.

- 3.8 On 5/16/13, US Department of Labor (US DOL) responded to G.'s own allegation of harassment against WSDOT (see *Golden v WSDOT*).
- 3.9 On 5/23/13, the Skagit R. I-5 truss was struck by an over-height load; multiple sway struts were damaged (see *State v. Mullen Trucking, et al*). Ultimately, this action resulted in a buckling of the top chord, and subsequent bridge collapse. G. was not interviewed by any defendants about his knowledge of the subject matter (other than Delue and Osborne).
- 3.10 On 6/17/13, Trevor Osborne, settled Peterson's TRO allegation of harassment against G. by agreement (see *Peterson v. Golden*). At time of allegation, US DOL had not responded to G.'s OSHA complaint. When US DOL did finally respond, Osborne excluded himself from the proceedings saying it was a "separate case". As for the TRO matter, Osborne advised G. to forego trial and settle with an "ostensible acquittal" due to problems with the third party witness whom Osborne regarded to G. as unreliable. G. was unable to recover attorney fees in the matter.
- 3.11 On 8/13/13, Dana Delue, settled G.'s OSHA complaint for \$70,000. This amount was significantly larger than Delue recommended prior to mediation. Delue advised G. to forego trial due to his *significant mental disability*. Delue did not subpoena any witnesses in G.'s defense. Delue advised G. that he had no case at all as there was no safety issues because WSDOT had said so. Delue advised G. that his best course of action was to drop all pending bar complaints he had made. G. was unable to recover attorney fees and he incurred tax liability in the matter.
- 3.12 On 9/4/14, Steve Rogers (WSF) was reprimanded by Lynn Peterson with collaborating testimony from Scott Nicholson (now serving as labor manager for Jay Inslee). G. contacted Delue about the matter who advised no action.
- 3.13 On 3/23/2015, Bridge 08557500 (substance of G.'s original OSHA complaint), was found to be under contract replacement. Plaintiff G. learnt of this whilst travelling to Pioneer Square in south Seattle. G. was told by WSDOT that there were no safety concerns with this bridge at the time of the OSHA settlement (see Paragraph 3.11).
- 3.14 In April, 2015 (SID 0003523A/ Bridge #410/ 101 was damaged by an over-height load). WSDOT wrongly identified this bridge as being posted correctly to media sources.
- 3.15 On 7/15/15, Jay Inslee, signed into law a \$16.1 billion gas tax.
- 3.16 On 5/31/16, Delue sent G. a *cease and desist order* (via court representative).
- 3.17 On 10/4/16, G. filed a tort claim against the state of Washington for \$16,000,000,000.00 in actual damages. This claim was denied.
- 3.18 On 10/9/16, ATG reached a \$50,000,000.00 settlement with plaintiffs in the Oso slide tort.

- 3.19 On 10/31/16, G. amended his tort claim to show demonstrable proof of criminal action (malice) in the Oso slide case against ATG. G. was unable to prove criminal action at time of OSHA settlement due to the meddling actions of Petrich, Osborne, and Delue. This claim was denied.
- 3.20 Hon. Carol Murphy is magistrate in Thurston Sup. Ct. and associated with the state ATG. Mrs. Murphy is married to Mike Sellars¹, who is employed by the Public Employment Relations Commission (PERC), "the independent state agency for resolving labor disputes²".
- 3.21 On or about 11/4/2016, Hon. Carol Murphy issued judgment in case *Seattle Tunnel Partners v. State* in favor of state denying damages for "Bertha" tunnel boring machine (TBM).
- 3.22 Hon. Carol Murphy also issued judgment in civil case *Freedom Foundation v. Gregoire* (executive privilege "Bertha" records) in favor of Gregoire in 2011.
- 3.23 Jenny Durkan, served as US Attorney for western Washington from the time of G.'s original OSHA complaint and up until that time of final settlement³. She was appointed to this post by Barack Obama. Durkan also serves(d) as personal attorney to Gregoire. Durkan, now involved in private practice is, by self admission, "not just respected for obtaining favorable verdicts and multi-million dollar settlements, but also for her ability to resolve sensitive cases discretely"⁴. Durkan serves(d) on the WSBA board of governors with Brandt. Plaintiff was unaware of all facts contained in paragraph herein at time of OSHA settlement.
- 3.22 On 11/8/16, Pat McCarthy was elected state auditor. Gregoire and Dow Constantine worked on her campaign. All three were supporters of the ST3 tax levy - a \$54 billion property tax increase for Seattle residents that passed by popular vote on that same day.
- 3.23 Members of the Sound Transit (ST) expert review panel (ERP) are selected cooperatively by the chairs of the state senate and house transportation committees (WSTC), the secretary of the transportation, and the governor. The ERP makes significant recommendation to the legislature on construction projects.
- 3.24 On 11/14/16, Golden filed an ammended tort claim against the state of Washington for \$70,000,000,000.00 in compounded actual damages for the gas tax and ST3 levy. This claim was

¹ <http://votingforjudges.org/08pri/div2/thur/thur3cm.html>

² <http://perc.wa.gov/executive-director-2/>

³ https://en.wikipedia.org/wiki/Jenny_Durkan

⁴ <http://www.jennydurkan.com/firm-profile>

5
A5-6

denied by ATG.

- 3.25 Jay Inslee (WA governor), Cylvia Hayes (fiance of John Kitzhaber – OR governor), Jerry Brown (CA governor), and Barack Obama (POTUS) are all associates of Tom Steyer.

IV. FIRST CAUSE OF ACTION:

(as to defendants OIG, US DOL, US DOJ, Delue, Durkan, Obama, Osborne, Petrich, and WSBA)
LEGAL ABUSE/ BREACH OF FIDUCIARY DUTY/ MALICIOUS PROSECUTION/ INTENTIONAL DEPRIVATION OF CIVIL RIGHTS UNDER COLOR OF LAW/ INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS/ BREACH OF CONTRACT/ RENDERING CRIMINAL ASSISTANCE/ INFLUENCING CRIMINAL PROCEEDINGS/ OBSTRUCTING PUBLIC SERVANT

- 4.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 4.2 G. defended allegation of harassment in April, 2013 (see *Peterson v. Golden*) which resulted in the "ostensible acquittal" condition already established in paragraph 3.10. Again, defendant Osborne (under supervision of Petrich): (1) did not subpoena witness testimony (except the locksmith whom he regarded to plaintiff G. as unreliable), (2) did not advise G. of any associations he had which may have been detrimental to G., (3) advised G. that he had no case, (4) refused to file documents in G.'s defense, and (5) advised G. to forego trial.
- 4.3 G. brought his own allegations of harassment against defendant WSDOT in March, 2013 (see *Golden v. WSDOT*). This effort resulted ultimately in a favorable settlement by defendant Delue. However, Delue: (1) advised G. to forego trial, (2) advised G. that he had no case, (3) advised G. to settle for less, (4) failed to subpoena any witness testimony in G.'s defense, (5) failed to warn of the severity of the collateral action clause contained in 6 US §1142 4 B, and the gravity thereof. Lastly, Delue ordered G. to: (6) drop all active or pending bar complaints and (7) drop all FOIA request he had made.
- 4.4 As a direct and proximate cause of defendants' combined negligence and criminal action, (co)defendants were able to pass a \$16.1 billion gas tax followed by a \$54 billion property tax upon the citizens of Washington. These bonds are subject to forfeiture due to the fraudulent conditions of their procurement under RCW 9A.82.100(4)(f).

V. SECOND CAUSE OF ACTION:

(as to defendants Delue, Durkan, Gregoire, Osborne, Petrich, Brandt, and WSBA)
LEGAL ABUSE/ABUSE OF PROCESS/ CONSPIRACY

6
AS-7

- 5.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 5.2 G. was unable to find competent representation by any member of WSBA. G. was abandoned by his first attorney. She referred plaintiff to Brandt whom she classified as "a good attorney". Brandt betrayed case information (see TRO) either prior or just after G.'s consult visit. Brandt sits on the board of governors at WSBA with Durkan. Durkan serves(d) as personal counsel to Gregoire.
- 5.3 Durkan was US Attorney for US DOJ at the time of G.'s OIG complaint. Durkan's relationship with Gregoire and her penchant for "resolving sensitive cases discretely" was damaging to G.
- 5.4 As a direct and proximate cause of defendants' combined actions, (co)defendants passed the taxes mentioned in paragraph 4.4. These bonds are subject to forfeiture due to the fraudulent conditions of their procurance under RCW 9A.82.100(4)(f)(iii).

VI. THIRD CAUSE OF ACTION:

(as to defendants Delue and WSBA)

LEGAL ABUSE/ BREACH OF CONTRACT/ INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

- 6.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 6.2 Defendant Delue sent Golden a *cease and desist* order through his attorney to establish, ostensibly, more ostensible guilt upon the "ostensible guilt" already established. This action is willful in nature and in direct violation of the terms set forth in the breach of contract provision of the OSHA agreement.
- 6.3 As a direct and proximate cause of defendants' malicious act(s), the OSHA contract is void; as Delue, through his state licensed intermediary, has activated the very clause he himself "negotiated".

VII. FOURTH CAUSE OF ACTION:

(as to defendants WSDOT, SAO, OIG, ATG, Ferguson, Delue, Hammond, Inslee, Peterson, WSBA, Nicholson, and Harrison)

DURESS/ABUSE OF PROCESS/INEFFECTIVE ASSISTANCE OF COUNCIL/ CONSPIRACY/ MONEY LAUNDERING

- 7.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.

7
AS-8

- 7.2 G. did advise Delue, both prior and subsequent to OSHA settlement, that he was under duress. Despite this, Delue advised G. that his condition was due to general anxiety disorder (GAD), a significant mental disability that his psychologist had diagnosed him with. According to Delue, this condition barred G. from standing trial.
- 7.3 G. was unable to learn jurisprudence prior to OSHA mediation. G. was disciplined repeatedly for taking leave from work by Harrison and WSDOT to work on his case. As such, he had to rely, to his detriment, on the advice of Delue. Delue advised G. that the true value of his complaint was \$50,000. G. vehemently disagreed, but at mediation, he bizarrely watched Harrison converge on this same number, and not without significant effort from Delue. After this number came, and G. still did refuse it, state finally did offer \$70,000 as a last number. At this time, and, "in confidence", Delue told G. that if he did not agree, he would get nothing as G. had no case.
- 7.3 After this day of mediation, but prior to final signature of the stipulated \$70,000 contract, G. told Delue that he would not sign the OSHA agreement. In response, Delue told G. that he had no recourse, as he would be sued as well if he did not, implying further legal action against G.
- 7.4 As such, and in broad hindsight, G. can only conclude that all parties in this cause of action had separate agreement prior to mediation unbeknownst to G., and that the amount reached was not due to profound knowledge of law as Delue professed.
- 7.5 This separate agreement was damaging to the interest of G.
- 7.6 As a direct and proximate cause of defendants' actions, (co)defendants passed the taxes mentioned in paragraph 4.4. These bonds are subject to forfeiture due to the fraudulent conditions of their procurement under RCW 9A.82.100(4)(f).

VIII. FIFTH CAUSE OF ACTION:

(as to defendants Murphy, Gregoire, and Thurston Co. Sup. Ct.)

BRIBERY/MONEY LAUNDERING

- 8.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 8.2 STP filed case *STP v. State* in Thurston Co. Sup. Ct. where Hon. Carol Murphy presides.
- 8.3 Murphy is associated with ATG and the unions through her husband, Mike Sellars.
- 8.4 Murphy decided case *Freedom Foundation v. Gregoire* in favor of Gregoire regarding "Bertha" records.
- 8.5 Immediate decision of *STP v State* subsequent to G. proving malice against ATG establishes a pattern of corrupt intent.
- 8.6 These actions may be available to prosecution under RCW 9A.68.010 and RCW 9A.83.020.

IX. SIXTH CAUSE OF ACTION:

(as to defendants Democratic Party, Steyer, Inslee, and Obama)

BRIBERY/ TRADING IN PUBLIC OFFICE

- 9.1 Plaintiff restates, as though fully set forth herein, each and every claim, assertion, and allegation contained in the preceding paragraphs.
- 9.2 Defendant Steyer provides campaign contributions to Inslee, Obama, and Clinton; either directly or through the "Democratic" party.
- 9.3 Steyer holds major interests in renewable energy securities.
- 9.4 "Democratic" candidates Inslee, Clinton, and Obama have all taken significant knowing action towards the advancement of renewable energies.
- 9.5 A pattern of corrupt intent has been established in the preceding paragraphs.
- 9.6 These actions may be available to prosecution under RCW 9A.68.010, RCW 9A.68.040, and RCW 9A.68.060.

X. RELIEF REQUESTED:

- 10.1 For declaratory relief, to the effect that the settlement between the parties of August 2013 is invalid, and is null and void.
- 10.2 For economic and noneconomic damage in amount to be determined at trial.
- 10.3 For recovery of attorney's fees by Delue and Osborne.
- 10.4 For leave to amend this complaint as and when new claims arise.
- 10.5 For such other relief as the Court may deem proper.

DATED this 17 day of December, 2016.

David A. Golden
WA Professional Engineer #39855

Pro Se

9 A5-10

<http://www.agcwa.com/posts/1908>

Exh. B

AGC Honors Frank Imhof and Mike Ferring

(16-62-0477
-9)

Mike Ferring Partner
Ferring & DeLue LLP

Frank Imhof President of IMCO General Construction Inc.

AGC of Washington honored Frank Imhof President of IMCO General Construction Inc. of Ferndale as Contractor of the Year and Mike Ferring Partner in the law firm Ferring & DeLue LLP of Seattle as Affiliate of the Year during its annual convention on Jan. 28. Several others were recognized for member recruitment and long-time AGC membership.

Imhof is a member of AGC's Board of Trustees having served as its Northern District representative for the last two years. He is also very active in government affairs at the local state and federal levels.

"Frank is a true leader with regard to representing the construction industry in the legislative and political processes" said 2010 AGC of Washington President Tom Zamzow of Granite Construction. "He has helped the association develop and strengthen relationships with key policymakers including city and county officials state legislators and members of Congress. He's always willing to take the time to represent the industry before legislative bodies and to help get AGC-supported candidates elected to office. Frank never misses a chance to remind elected officials of their responsibilities to their constituents."

Imhof's colleague on the AGC Board Steve Isenhardt of Tiger Construction concurs. "Frank brought government affairs to the forefront in the AGC Northern District" Isenhardt said. "He sets an example of positive and productive involvement in legislative issues and pushed contractors to understand the importance of government affairs."

Isenhardt cited some examples of Imhof's active involvement such as his efforts to fly contractors in his own plane to Olympia for industry lobbying efforts. Plus Isenhardt noted that in recent years Imhof organized a tour of IMCO's Guide Meridian construction project for policymakers increasing their understanding of the challenges of public construction projects.

Sufficient Evidence to obtain

G Copy

B

Frank and Patti Imhof founded IMCO in 1978. The company emphasizes safety and as it has in previous years the firm was awarded an AGC Build Washington Award for Safety Excellence in 2010.

"Frank's not just an industry leader he's also a community leader" Isenhart added. "Frank and Patti Imhof are heavily involved in just about every charity in Whatcom County." Among other philanthropic roles Imhof is currently President of the Board of Trustees for PeaceHealth St. Joseph Medical Center Foundation.

Ferring was honored as Affiliate of the Year for his service as Chairman of AGC's Legal Affairs Committee. "Mike serves the AGC community as chairman of this important committee that among other things helps AGC evaluate legislative proposals and supports the chapter's lobbying efforts" said Zamzow. "Under his leadership the Legal Affairs Committee has prepared amicus briefs on behalf of AGC for State Supreme Court cases important to the industry. Plus Mike provides wise counsel to the AGC as it determines whether or not to be more directly involved in matters before the court."

AGC's Government Affairs Director Rick Slunaker noted that Ferring has played a central role in interviewing and recommending candidates for judicial offices.

"Mike leads a committee of premier construction industry attorneys and manages to get consensus with his calm demeanor and gentle humor" Slunaker added. "Plus he led a revitalization of AGC's One-Call Service through which AGC contractors can get free initial legal advice."

Ferring's practice includes civil litigation and dispute resolution principally in the areas of construction government contracts issues real estate and employment. Before entering private practice he worked for the Corps of Engineers as district counsel in Seattle and St. Paul.

At the convention AGC also presented a Membership Award for Best Growth to AGC's Central District (Brian Parsons of Pipkin Inc. District Representative and David Kearby AGC Central District Manager).

AGC also recognized these companies for achieving membership milestones.

Member company that has reached 75 years of AGC membership:

- Lakeside Industry

Member companies that have reached 50 years of AGC membership:

- Ellstrom Manufacturing Inc.

Place holder

Joined Parties

Exh. C

16-02-04773-9

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Exhibit D Delue Interrogatory # 2

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

DAVID GOLDEN,

Plaintiff,

vs.

WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION, et al

Defendants.

No. 17-2-04369-9

DEFENDANT DELUE'S REQUESTS
FOR ADMISSION TO PLAINTIFF

TO: DAVID GOLDEN, Plaintiff;

COMES NOW Defendant DeLue, by and through his attorney of record, and in accordance with Washington Civil Rule 36 of the Superior Court request the plaintiff David Golden to answer the following requests for admission within the time prescribed by law. These requests are intended to impose a continuing duty upon the plaintiff to furnish the requested information, which may be acquired after answering the requests for admission.

Pursuant to CR 36, the matter is deemed admitted unless, within thirty (30) days after service of the request or within such shorter or longer time the court may allow, the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party to whom the requests are directed or by his attorney. A denial shall fairly meet the substance of the requested admission, and when good faith requires that you qualify your admission or deny only a part of the matter of which an

{5216118.doc}

DEFENDANT DELUE'S REQUEST FOR
ADMISSION TO PLAINTIFF - 1
6051542.doc

LEE · SMART

P.S., Inc. · Pacific Northwest Law Offices

1800 One Convention Place · 701 Pike Street · Seattle · WA · 98101-3929
Tel. 206.624.7990 · Toll Free 877.624.7990 · Fax 206.624.5944

DI

1 admission is requested, you shall specify so much of it as is true and qualify or deny the
2 remainder. You may not give lack of information or knowledge as a reason for failure to
3 admit or deny, unless you state that you made a reasonable inquiry and that the information
4 known or readily obtainable to you is insufficient to enable you to admit or deny.

5 If you fail to admit the truth of any matter requested under CR 36, the defendants may
6 apply to the Court for an Order requiring you to pay reasonable expenses incurred in making
7 that proof, including reasonable attorneys' fees.

8
9 **REQUEST FOR ADMISSION NO. 1:** Admit that you signed the attached
10 Settlement Agreement on September 3, 2013, with your former employer WSDOT, attached
11 as Exhibit 1.

12 **RESPONSE:** *Signature holds NO WEIGHT AS WAS CONVICTION
MADE UNDER ADVICE OF ATTORNEY
ACTING IN CONSPIRACY w/ OPPOSING PARTY
TO IMPOSE \$70 Billion gas tax! Sound Transit Tax*

*Also Note
Breach of Contract
Provision
Which is
Active*

13
14
15 **REQUEST FOR ADMISSION NO. 2:** Admit that you signed the Settlement
16 Agreement on August 28, 2013, with the U.S. Department of Labor, Occupational Safety and
17 Health Administration, attached as Exhibit 2.

18 **RESPONSE:** *(SEE EXHIBIT B) Signature
Held per RCWA 9A.82.100
SAME (FRAUD) (4)(f) iii*

19 *→ COULDN'T PROVE ANY CHARGES AGAINST ATG
due to conspiring attorneys even though had a
simple case - attorneys said NO CASE Delue said*

20
21 **REQUEST FOR ADMISSION NO. 3:** Admit that you participated in a mediation on
22 August 12, 2013, attached as Exhibit 3. *complex litigation. New know what complex
B. Delue apparently does not. Delue Ltd,*

23 **RESPONSE:** *SAME (FRAUD) See Exhibit B*

24 *RPC 1.7 b4
states must provide
informed consent confirmed
in writing of concurrent
conflict. Please provide
(5216118.doc) signature of David
DEFENDANT DELUE'S REQUEST FOR
ADMISSION TO PLAINTIFF - 2
6051542.doc Golden Showings
Returned consent of lobbying
fics of Ferris/Delue*

25 *→ when everyone is against you (including my
attorney you are paying \$200 an hour) who
advises you (frankly), mediation means
nothing (Kandaroo)
CONVICT
Sheezy to take \$ from someone while
simultaneously working against their interests*

*Shreezy
attorneys*

DOES NOT EXIST

DZ

1 **REQUEST FOR ADMISSION NO. 4:** Admit that attorney Mr. DeLue ceased his
2 representation of you as of dates the attached settlement agreements were fully executed by all
3 parties on September 16, 2013, attached as Exhibits 1 and 2.

4 **RESPONSE:**

5 *See 5*

6
7 **REQUEST FOR ADMISSION NO. 5:** Admit that attorney Mr. DeLue was no
8 longer representing you as your attorney after the attached Settlement Agreements were fully
9 executed by all parties on September 16, 2013, attached as Exhibits 1 and 2.

10 **RESPONSE:** *Not true DeLue said he would provide*
11 *ONE HOUR FREE LEGAL SERVICES*
12 *IN which he told me not to sue Osborne for*
13 *Malpractice.*

14 **REQUEST FOR ADMISSION NO. 6:** Admit that you voluntarily resigned from the
15 Washington State Department of Transportation effective August 12, 2013. *See RCWA*

16 **RESPONSE:** *Underemployment of DeLue of No claim and that*
17 *G. could not go to court (fraud). Contract is void*
18 *DeLue arranged Kumaroo Court w/ opposing counsel.*

19 **REQUEST FOR ADMISSION NO 7:** Admit that you signed the attached Non-
20 Revocable Resignation of David Golden dated August 28, 2013, attached as Exhibit 4.

21 **RESPONSE:** *(See Exhibit B) See Also RCWA 9A.82.100 9A.82.100*
22 *I don't understand how this would absolve*
23 *you of any crimes you are charged with. Please*

24 *You are*
25 *in clear*
violation
of RPC
i.e. please
provide signed
informed
consent
(5216118.doc)

26 *cite the Statute. Being an attorney does not*
27 *give unlimited license to break the law. ~~It~~*
28 *Signed under conditions of fraud. (and take advantage of)*
29 *clients*

30 **DEFENDANT DELUE'S REQUEST FOR**
31 **ADMISSION TO PLAINTIFF - 3**
32 6051542.doc

LEE SMART *Revocable*
P.S., Inc. · Pacific Northwest Law Offices *Under*

800 One Convention Place · 701 Pike Street · Seattle · WA · 98101-3929
Tel. 206.624.7990 · Toll Free 877.624.7990 · Fax 206.624.5944

This would help co-defendants (conspirator)
Not DeLue as he is being
charged w/ legal malpractice

RCWA 9A.82.100 9A.82.100 4P
Evangel iii

B

1 **REQUEST FOR ADMISSION NO. 8:** Admit that you signed the attached
2 Voluntary Consent to Employment Waiver on September 6, 2013, attached as Exhibit 5.

3 **RESPONSE:** ONLY AFTER P.O.L. (Durkan) and
4 (See Exhibit B)

5 DeLue arranged contract in such matter as
6 limiting G.S. rights which somehow
7 DeLue forgot to mention as he is in conspiracy
8 (Ferring DeLue)

DATED this 1st day of March, 2017.

LEE SMART, P.S., INC.

9 Also
10 See RCWA 9A.82.100(4)(f) ^{ii and iii}

11 By: Jeffrey P. Downer
12 Jeffrey P. Downer, WSBA No. 12625
13 Of Attorneys for Defendant DeLue

14 Need Stamp

15 W/ WSDOT (G. didn't understand
16 law @ time of signature & had to take
17 DeLue's advice. As he is charged w/
18 ~~to~~ conspiring w/ opposite party

19 DeLue ^(and codefendants) is ^(and) being sued for ^{conspiracy} malpractice
20 grand total of \$70 billion. ^(triple) As per ^{Monahan (under)} ^{statute} mentioned

21 In original place, ^(12/14/16) ~~contract~~ = [210 billion]
22 because DeLue said G. couldn't go to court.

23 Due to his associates ^(and under heavy petitioning by DeLue/Rushel) lobbying ^{relationships}
24 DEFENDANT DELUE'S REQUEST FOR
25 ADMISSION TO PLAINTIFF - 4

6051542.doc

LEE SMART
P.S., Inc. - Pacific Northwest Law Offices
1800 One Convention Place - 701 Pike Street - Seattle - WA - 98101-3929
Tel. 206.624.7990 - Toll Free 877.624.7990 - Fax 206.624.5944

DeLue obviously made false representations to and other investors.
Contract is void in entirety. DeLue also forcefully manipulated G.

by yelling @ him to get him to sign contract the way he wanted

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

VERIFICATION

STATE OF WASHINGTON)
) : ss.
COUNTY OF Spokane)

~~David Golden, being first duly sworn, on oath, deposes and states,~~

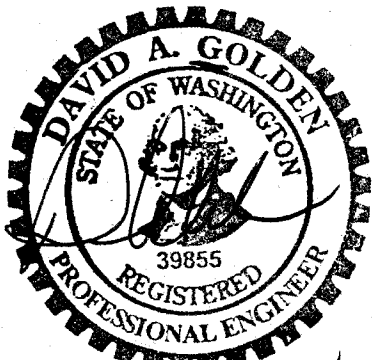
That I am a plaintiff in the above-captioned action. That he has read the foregoing
Requests for Admission thereto, know the contents thereof, and believe the same to be true.

[Signature] 3/4/17
David Golden, Plaintiff

(G.)

SIGNED AND SWORN to before me this _____ day of _____, 2017.

NOTARY PUBLIC, in and for the State of
Washington.
My Commission Expires: _____



EXPIRES: 3/20/2018

Obama and
Where is Steyer's attorney? They have not responded.
I guess they think they are above the law?
Do you really think stupid politicians &
lawyers are smarter than G?
Why does Delue think he has right to
separate trial? Don't
understand?

DS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF SERVICE

The undersigned declares that on March 1, 2017, I caused to be served the Defendant DeLue's Request for Admissions to Plaintiff via U.S. Mail to the last known publicly listed address on plaintiff:

David A. Golden
11826 N. Mayfair Rd. #28
Spokane, WA 99218

The undersigned declares that on March 1, 2017, I caused to be served via Email the following: Defendant DeLue's Request for Admission to Plaintiff, on the following:

Jarold Cartwright
Attorney General of Washington
Torts Division
1116 West Riverside, Suite 100
Spokane, WA 99201-1106

Kirsten Schimpff
Washington State Bar Association
1325 4th Ave., Suite 600
Seattle, WA 98101

Christopher Marston
Davis Pearson P.C.
920 Fawcett Ave.
P.O. Box 1657
Tacoma, WA 98401

Michael Topping
Jane Futterman
Thurston County Superior Court
2000 Lakeridge Dr. Bldg. No 5
Olympia, WA 98402

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

DATED this 1 day of March, 2017.

LEE SMART, P.S., INC.

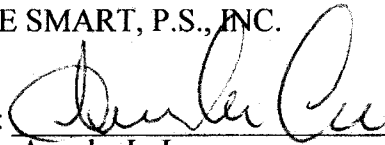
By: 
Anneke L. Lee
Legal Assistant

EXHIBIT 1

**U.S. DEPARTMENT OF LABOR (OSHA) MATTER NO. 0-1960-13-043
GOLDEN/WASHINGTON STATE DEPARTMENT OF TRANSPORTION**

SETTLEMENT AGREEMENT

The parties in this matter, DAVID GOLDEN, Complainant, and State of Washington, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), Respondent/Employer, by and through the undersigned, desiring to fully and finally resolve and settle U.S. Department of Labor Matter No. 0-1960-13-043, and the full range of misunderstandings, disputes and other claims or potential claims between DAVID GOLDEN and WSDOT, enter into this Agreement contemporaneous with a U.S. Department of Labor Settlement Agreement (attached hereto and incorporated here in) under the following terms and conditions:

A. DAVID GOLDEN AGREES:

1. To resign his position with WSDOT as a Bridge Engineer 5 effective August 12, 2013, and to execute the non-revocable resignation contemporaneous with his signature to this Agreement which shall state: "I hereby resign my position as Bridge Engineer 5 with WSDOT effective at the end of my shift on August 12, 2013."
2. To accept a lump sum of \$70,000 as full and final settlement for all monetary and other claims arising as a result of his employment with WSDOT, including, but not limited to the circumstances underlying and relating in any way to U.S. Department of Labor Matter No. 0-1960-13-043, said sum of \$70,000 identified herein being the same \$70,000 identified as the monetary consideration in the U.S. Department of Labor Settlement Agreement, not an additional sum of \$70,000.
3. That the sum of \$70,000 will be reported on IRS Form 1099, categorized on the Form 1099 for tax purposes only as \$10,800 for future COBRA payments, \$18,500 as payment in lieu of leave restoration, \$18,500 for attorney's fees, and \$22,200 as wages.
4. That the sum of \$70,000 is accepted as consideration for his withdrawal of his complaint identified in U.S. Department of Labor Matter No. 0-1960-13-043 and his full release of all any and claims against WSDOT, including but not limited to any potential claims for general damages, attorney fees, statutory penalties such as double damages, and interest. DAVID GOLDEN understands and acknowledges that he is responsible for payment of any and all state or federal taxes that may be due and owing on this payment. This payment and all other consideration described and provided for in this Agreement, together with any additional consideration referenced in the U.S. Department of Labor Settlement Agreement that is not reflected in this Agreement, are full settlement for all claims arising out of the circumstances underlying and resulting from U.S. Department of Labor Matter No. 0-1960-13-043 and DAVID GOLDEN'S employment with WSDOT, along with any other related pending or potential claims or actions.

D8

5. DAVID GOLDEN acknowledges and understands that no part of the \$70,000 payment qualifies as compensation earnable, and therefore no part of the payment is subject to retirement contributions or deductions.

6. That he and his heirs, assigns or other successors in interest, shall release WSDOT, the State of Washington, and its executives, officers, employees and contractors from any and all claims, causes of action, suits, civil or otherwise, known or unknown, based upon actions taken in their official and/or individual capacity that arise out of or relate to DAVID GOLDEN'S employment with WSDOT. This includes, but is not limited to any and all complaints, PRB appeals, unfair labor practice complaints, claims arising under the Washington State Law Against Discrimination (WSLAD), the Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), and the Fair Labor Standards Act (FLSA), lawsuits, civil or otherwise, and all other statutory, common law and tort claims, whether under state or federal law. Nothing in this Agreement prohibits DAVID GOLDEN from waiving his right to file a complaint in the future and/or to recover future or additional benefits from actions that occurred prior to the date of the settlement agreement if the complaint is based on future actions of the employer perceived as retaliatory by DAVID GOLDEN.

7. That he will not seek further employment with WSDOT. This does not prevent him from contacting WSDOT for business matters related to his future employment or from working for a company that has a business relationship with WSDOT.

8. To direct all inquiries from prospective employers to the Human Resources Director, who will respond only with dates of employment, job classification, professional licenses held, and last rate of pay, unless WSDOT receives a valid release and authorization, signed by DAVID GOLDEN, to provide employment information, in which case the WSDOT will provide any and all information authorized by the release.

9. DAVID GOLDEN acknowledges that he has read this Agreement and fully understands the terms and conditions contained herein. DAVID GOLDEN further declares that he has had a full and fair opportunity to obtain any advice that he deems necessary prior to signing this Agreement.

B. WSDOT AGREES:

1. To accept DAVID GOLDEN'S resignation of his position as Bridge Engineer 5 effective August 12, 2013.

2. To pay DAVID GOLDEN a lump sum of \$70,000 as full and final settlement for all monetary and other claims arising as a result of DAVID GOLDEN'S employment with WSDOT, including, but not limited to the circumstances underlying and relating in any way to U.S. Department of Labor Matter No. 0-1960-13-043.

3. To pay DAVID GOLDEN the lump sum of \$70,000 in consideration for his withdrawal of his complaint and his release of claims as set forth in Paragraph A.6 of this Settlement Agreement

GOLDEN/ WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
U.S. Department of Labor (OSHA) Matter No. 0-1960-13-043

*Breach
of
contract
Par 3 in
Verbs contract
Agum Sec A6
RHO*

D9

Agreement, including but not limited to any potential claims for general damages, liquidated damages, attorney fees, statutory penalties such as double damages, and interest. This payment will be reported on IRS Form 1099. This sum shall be made payable to DAVID GOLDEN and shall be sent to the U.S. Department of Labor, OSHA, in accordance with paragraph 4(c) of the U.S. Department of Labor Settlement Agreement attached hereto. DAVID GOLDEN understands and acknowledges that he is responsible for payment of any and all state or federal taxes that may be due and owing on this payment.

4. That any and all employment inquiries regarding DAVID GOLDEN properly referred by DAVID GOLDEN to the Human Resource Director at WSDOT will be answered only with dates of employment, job classification, professional licenses held, and last rate of pay, and by indicating that DAVID GOLDEN voluntarily resigned. No additional information will be provided unless WSDOT receives a valid release and authorization, signed by DAVID GOLDEN, to provide employment information, in which case the WSDOT will provide any and all information authorized by the release.

5. That WSDOT has no known claims against DAVID GOLDEN as of the date of this Agreement.

C. THE PARTIES FURTHER AGREE:

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that DAVID GOLDEN has or may have had against the State of Washington, WSDOT, its officers, agents and employees, arising out of or relating in any way to DAVID GOLDEN's employment with WSDOT including the issues identified in U.S. Department of Labor Matter No. 0-1960-13-043, up to and through the effective date of this Agreement.

2. This Agreement and the parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.

3. No information regarding this Agreement will be voluntarily disclosed to, or discussed with, outside parties unless by mutual agreement of the parties; provided that, this Agreement will be disclosed in its entirety with or without agreement if disclosure is required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing disclosure of public documents, or as necessary during the course of litigation. Nothing in this Agreement is intended to or shall prevent, impede, or interfere with DAVID GOLDEN providing truthful testimony and information in the course of an investigation or proceeding authorized by law and conducted by an agency of the United States Government.

4. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties and resolution of all disputes that may exist between the parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated Settlement Agreement

GOLDEN/ WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
U.S. Department of Labor (OSHA) Matter No. 0-1960-13-043
Page 3 of 5

*No investigation as to
in conspiracy w/ govt. against
David Golden*

0-1960

DIO

herein in full.

5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. A photocopied signature to this Agreement shall be given effect as if it were an original signature.

If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

↑
Entire
agreement
Not enforceable
See RCHWA 9A-52.100
47 11/10/00

D11

By signing this Agreement I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement. This Agreement shall become effective on the date of the final signature of the parties and/or their authorized representatives and constitutes the full and final agreement of the parties and resolution of all disputes that may exist between the parties in relation to the appeal described herein except as specifically noted within the Agreement.

Signed:

Date:

TODD HARRISON

Interim Bridge and Structures Engineer
Washington State Department
of Transportation

Signed: ~~_____~~

Date: ~~8/28/13~~

DAVID GOLDEN

Handwritten notes:
Herald
See ~~_____~~
RWA 9A.82.100/4/1/11/11/11

Approved as to form:

Signed:

Date:

KRISTI D. KELLY

Assistant Attorney General
Labor & Personnel Division
WSBA # 45088

Approved as to form:

Signed: ~~_____~~

Date: ~~9-3-13~~

DANIEL DeLUE
Attorney for David Golden
WSBA # 29357

Handwritten: D12

**U.S. DEPARTMENT OF LABOR (OSHA) MATTER NO. 0-1960-13-043
GOLDEN/WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

SETTLEMENT AGREEMENT

The parties in this matter, DAVID GOLDEN, Complainant, and State of Washington, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT), Respondent/ Employer, by and through the undersigned, desiring to fully and finally resolve and settle U.S. Department of Labor Matter No. 0-1960-13-043, and the full range of misunderstandings, disputes and other claims or potential claims between DAVID GOLDEN and WSDOT, enter into this Agreement contemporaneous with a U.S. Department of Labor Settlement Agreement (attached hereto and incorporated here in) under the following terms and conditions:

A. DAVID GOLDEN AGREES:

1. To resign his position with WSDOT as a Bridge Engineer 5 effective August 12, 2013, and to execute the non-revocable resignation contemporaneous with his signature to this Agreement which shall state: "I hereby resign my position as Bridge Engineer 5 with WSDOT effective at the end of my shift on August 12, 2013."
2. To accept a lump sum of \$70,000 as full and final settlement for all monetary and other claims arising as a result of his employment with WSDOT, including, but not limited to the circumstances underlying and relating in any way to U.S. Department of Labor Matter No. 0-1960-13-043, said sum of \$70,000 identified herein being the same \$70,000 identified as the monetary consideration in the U.S. Department of Labor Settlement Agreement, not an additional sum of \$70,000.
3. That the sum of \$70,000 will be reported on IRS Form 1099, categorized on the Form 1099 for tax purposes only as \$10,800 for future COBRA payments, \$18,500 as payment in lieu of leave restoration, \$18,500 for attorney's fees, and \$22,200 as wages.
4. That the sum of \$70,000 is accepted as consideration for his withdrawal of his complaint identified in U.S. Department of Labor Matter No. 0-1960-13-043 and his full release of all any and claims against WSDOT, including but not limited to any potential claims for general damages, attorney fees, statutory penalties such as double damages, and interest. DAVID GOLDEN understands and acknowledges that he is responsible for payment of any and all state or federal taxes that may be due and owing on this payment. This payment and all other consideration described and provided for in this Agreement, together with any additional consideration referenced in the U.S. Department of Labor Settlement Agreement that is not reflected in this Agreement, are full settlement for all claims arising out of the circumstances underlying and resulting from U.S. Department of Labor Matter No. 0-1960-13-043 and DAVID GOLDEN'S employment with WSDOT, along with any other related pending or potential claims or actions.

DB

5. DAVID GOLDEN acknowledges and understands that no part of the \$70,000 payment qualifies as compensation earnable, and therefore no part of the payment is subject to retirement contributions or deductions.

6. That he and his heirs, assigns or other successors in interest, shall release WSDOT, the State of Washington, and its executives, officers, employees and contractors from any and all claims, causes of action, suits, civil or otherwise, known or unknown, based upon actions taken in their official and/or individual capacity that arise out of or relate to DAVID GOLDEN'S employment with WSDOT. This includes, but is not limited to any and all complaints, PRB appeals, unfair labor practice complaints, claims arising under the Washington State Law Against Discrimination (WSLAD), the Americans with Disabilities Act (ADA), the Family Medical Leave Act (FMLA), and the Fair Labor Standards Act (FLSA), lawsuits, civil or otherwise, and all other statutory, common law and tort claims, whether under state or federal law. Nothing in this Agreement prohibits DAVID GOLDEN from waiving his right to file a complaint in the future and/or to recover future or additional benefits from actions that occurred prior to the date of the settlement agreement if the complaint is based on future actions of the employer perceived as retaliatory by DAVID GOLDEN.

7. That he will not seek further employment with WSDOT. This does not prevent him from contacting WSDOT for business matters related to his future employment or from working for a company that has a business relationship with WSDOT.

8. To direct all inquiries from prospective employers to the Human Resources Director, who will respond only with dates of employment, job classification, professional licenses held, and last rate of pay, unless WSDOT receives a valid release and authorization, signed by DAVID GOLDEN, to provide employment information, in which case the WSDOT will provide any and all information authorized by the release.

9. DAVID GOLDEN acknowledges that he has read this Agreement and fully understands the terms and conditions contained herein. DAVID GOLDEN further declares that he has had a full and fair opportunity to obtain any advice that he deems necessary prior to signing this Agreement.

B. WSDOT AGREES:

1. To accept DAVID GOLDEN'S resignation of his position as Bridge Engineer 5 effective August 12, 2013.

2. To pay DAVID GOLDEN a lump sum of \$70,000 as full and final settlement for all monetary and other claims arising as a result of DAVID GOLDEN'S employment with WSDOT, including, but not limited to the circumstances underlying and relating in any way to U.S. Department of Labor Matter No. 0-1960-13-043.

3. To pay DAVID GOLDEN the lump sum of \$70,000 in consideration for his withdrawal of his complaint and his release of claims as set forth in Paragraph A.6 of this Settlement Agreement

GOLDEN/ WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
U.S. Department of Labor (OSHA) Matter No. 0-1960-13-043

D14 |

Agreement, including but not limited to any potential claims for general damages, liquidated damages, attorney fees, statutory penalties such as double damages, and interest. This payment will be reported on IRS Form 1099. This sum shall be made payable to DAVID GOLDEN and shall be sent to the U.S. Department of Labor, OSHA, in accordance with paragraph 4(c) of the U.S. Department of Labor Settlement Agreement attached hereto. DAVID GOLDEN understands and acknowledges that he is responsible for payment of any and all state or federal taxes that may be due and owing on this payment.

4. That any and all employment inquiries regarding DAVID GOLDEN properly referred by DAVID GOLDEN to the Human Resource Director at WSDOT will be answered only with dates of employment, job classification, professional licenses held, and last rate of pay, and by indicating that DAVID GOLDEN voluntarily resigned. No additional information will be provided unless WSDOT receives a valid release and authorization, signed by DAVID GOLDEN, to provide employment information, in which case the WSDOT will provide any and all information authorized by the release.

5. That WSDOT has no known claims against DAVID GOLDEN as of the date of this Agreement.

C. THE PARTIES FURTHER AGREE:

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that DAVID GOLDEN has or may have had against the State of Washington, WSDOT, its officers, agents and employees, arising out of or relating in any way to DAVID GOLDEN's employment with WSDOT including the issues identified in U.S. Department of Labor Matter No. 0-1960-13-043, up to and through the effective date of this Agreement.

2. This Agreement and the parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.

3. No information regarding this Agreement will be voluntarily disclosed to, or discussed with, outside parties unless by mutual agreement of the parties; provided that, this Agreement will be disclosed in its entirety with or without agreement if disclosure is required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing disclosure of public documents, or as necessary during the course of litigation. Nothing in this Agreement is intended to or shall prevent, impede, or interfere with DAVID GOLDEN providing truthful testimony and information in the course of an investigation or proceeding authorized by law and conducted by an agency of the United States Government.

4. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties and resolution of all disputes that may exist between the parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated Settlement Agreement

GOLDEN/ WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
U.S. Department of Labor (OSHA) Matter No. 0-1960-13-043
Page 3 of 5

Govt has no interest in conducting investigation

Govt. investigated government

Govt. is corrupt - See complaint.

Govt. tried in cover up w/ Belver

Entire contract is found. Gov. now has more than 65,000 files on the matter.

D/S

herein in full.

5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. A photocopied signature to this Agreement shall be given effect as if it were an original signature.

If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

D16

1

By signing this Agreement I acknowledge that I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement. This Agreement shall become effective on the date of the final signature of the parties and/or their authorized representatives and constitutes the full and final agreement of the parties and resolution of all disputes that may exist between the parties in relation to the appeal described herein except as specifically noted within the Agreement.

Signed: *Todd Harrison*
Date: 9/3/13
TODD HARRISON
Interim Bridge and Structures Engineer
Washington State Department
of Transportation

Signed: *David Golden*
Date: 9/3/13
DAVID GOLDEN

For RCWA 9A.52.1004 file

Approved as to form:

Signed: *Kristi D Kelly*
Date: 9/3/13
KRISTI D. KELLY
Assistant Attorney General
Labor & Personnel Division
WSBA # 45088

Approved as to form:

Signed:
Date:
DANIEL DeLUE
Attorney for David Golden
WSBA # 29357

*Legal Advisor acting in collusion
w/ opposite party against G,
See Exhibit B10*

D17 |

EXHIBIT 2

D18

RECEIVED
OSHA-REGION X
2013 SEP 13 PM 12: 22



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
300 Fifth Avenue; Suite 1280
Seattle, Washington 98104-2397

In the Matter of: WSDOT/Golden/0-1960-13-043

SETTLEMENT AGREEMENT

Whereas, Complainant, **David Golden** has filed a discrimination complaint under the whistleblower provisions of NTSSA - National Transit Systems Security Act [6 U.S.C. §1142], alleging violations of said provision, and;

Respondent, **WSDOT** without admitting any violation of said Act, and Complainant David Golden, in the settlement of the above matter and subject to the approval of the Regional Supervisory Investigator for Federal and State Operations of the Occupational Safety and Health Administration, HEREBY AGREE AS FOLLOWS:

1. **SEPARATE AGREEMENT:** Respondent and Complainant have signed a separate agreement encompassing matters not within the Occupational Safety and Health Administration's (OSHA's) authority. OSHA's authority over that agreement is limited to the statutes within its authority. Therefore, OSHA approves and incorporates in this agreement only the terms of the other agreement pertaining to the above-referenced law under which the complaint was filed. Said Separate Agreement is attached.
2. **COMPLIANCE WITH ACT:** Respondent will not discharge or in any other manner retaliate against Complainant or any other employee because of activity protected by the whistleblower provision of the above-referenced law. Such compliance includes not retaliating against the Complainant in any manner for instituting or causing to be instituted any proceeding under or related to the above-referenced law.
3. **GENERAL POSTING:** Respondent will permanently post in a conspicuous place where posters for employees are customarily posted in or about its premises, including electronic posting, where the employer communicates with its employees electronically, the OSHA Fact Sheet: Whistleblower Protection for Public Transportation Agency Workers. Said Fact Sheet is attached.¹
4. **FAIR AND EQUITABLE:** Respondent agrees to the following terms and provisions which will provide the Complainant with a fair and equitable remedy in accordance with OSHA's policy:

1. Additional copies of OSHA Fact Sheets and other information may be found on the OSHA Whistleblower Protection Program website at: www.whistleblowers.gov

D19

- a. **Complainant Waives the right to Reinstatement:** In exchange for the consideration provided herein, Complainant shall resign his employment effective August 12, 2013.

In resigning his employment, Complainant waives the right to reinstatement that would have been afforded to him in the event that an investigation had established reasonable cause to believe that Respondent had violated the Act. This does not prevent him from contacting WSDOT for business matters related to his future employment or from working for a company that has a business relationship with WSDOT.

- b. **Monies:** Respondent will pay Complainant, a lump sum amount of seventy thousand and no/100 dollars (\$ 70,000.00). Complainant agrees to comply with applicable tax laws requiring the reporting of said lump sum settlement amount.
- c. **Settlement Check:** Respondent will provide the settlement check to OSHA by courier, overnight express mail, or certified mail by close of business on 9/11/2013. The settlement check will be made payable to Complainant. OSHA will forward the settlement check to Complainant after the parties' Separate Agreement and the OSHA Agreement have been approved.
- d. **Personnel Record:** Respondent will expunge any adverse references from Complainant's personnel records, including all computerized data systems, relating to any adverse action and not make any negative references relating to any adverse action in any future requests for employment references.
- e. **Neutral Reference:** Respondent agrees to provide the Complainant with a neutral reference indicating that Complainant has voluntarily resigned and is no longer employed by Respondent. Respondent shall only provide Complainant's job title, the dates of employment, professional certifications held, and final rate of pay.
- f. **Inquiries Concerning Complainant:** Should any third parties, including prospective employers, inquire as to the employment of Complainant with the Respondent, Respondent agrees to refrain from any mention of Complainant's protected activity. Respondent agrees that nothing will be said or conveyed to any third party that could be construed as damaging the name, character, or employment of Complainant.
- g. **Unemployment Benefits:** Respondent will not contest or dispute Complainant's entitlement to unemployment benefits.
- h. **Return of Property:** Complainant shall return any and all of Respondent's property prior to signing.
5. **ENFORCEMENT OF SETTLEMENT:** This settlement constitutes the Secretary's findings and preliminary order under NTSSA-National Transit Systems Security Act [6 U.S.C. §1142]. The parties' signatures constitute a stipulation of no objection to the findings and order under that law. Therefore, this settlement is a final order under that law and is enforceable in an appropriate United States District Court.

D20

6. **NON-RETALIATION:** Respondent agrees not to retaliate or discriminate against Complainant in any manner for instituting or causing to be instituted any proceeding under or related to the aforementioned statute.
7. **NON-ADMISSION:** Respondent's signing of this Agreement in no way constitutes an admission by Respondent of wrongdoing or a violation of any statute or regulation enforced by the Occupational Safety and Health Administration. Nothing in this Agreement may be used against either party except for the enforcement of its terms and provisions.
8. **NOTIFICATION OF COMPLIANCE:** Respondent agrees that within ten (10) days of receiving a fully executed and approved copy of this Agreement, Respondent will notify the Regional Administrator in writing of the steps it has taken to comply with the terms and conditions of this Agreement.
9. **CLOSURE OF COMPLAINT:** Complainant agrees that acceptance of this Agreement constitutes settlement in full of any and all claims against Respondent arising out of the issues raised in the above referenced complaint and will cause the complaint to be closed.

SIGNATURES & COPIES: The parties agree that this Settlement Agreement can be signed in counterparts and that a copy can be deemed the original.

This Agreement has been obtained and entered into without duress and in the best interest of all parties.

RESPONDENT

Todd Harrison 9/3/13
 Todd Harrison Date
 Interim State Bridge and Structures Engineer
 WSDOT

COMPLAINANT

David Golden
 David Golden Date
 See RCV 9A, 82, 10064/A/K/11/11

Recommended By:

Patricia Brown 9/10/13
 Patricia Brown Date
 Investigator
 Office Of Federal And State Operations
 Region X

Approved By:

Vicky Coleman 9/14/13
 Vicky Coleman Date
 Regional Supervisory Investigator
 Office of Federal and State Operations
 Region X

FRAUD / COLLUSION

If Debra & WSDOT lie about everything to get contract, contract is invalid. See Exhibit B.

D21

EXHIBIT 3



SEATTLE FEDERAL EXECUTIVE BOARD ADR CONSORTIUM

AGREEMENT TO MEDIATE

In consideration of receiving services from the FEB Mediation Consortium, I agree to enter into this mediation in good faith. I will sincerely attempt to resolve this dispute; agree to cooperate with the mediators assigned to this case, and give serious consideration to all suggestions made in regard to developing a realistic solution to the problem. All dispute resolution communications made under this Agreement to Mediate are for the purpose of compromise and settlement of the parties' dispute.

The parties understand that mediators assigned to this case will not be serving as advocates, attorneys, or judges. Their sole function is to act as neutral facilitators of the process to assist the parties in reaching a satisfactory solution. The parties understand that they have a right to have a representative assist them during the mediation process. Any agreements or decisions resulting from this mediation session are entered into voluntarily and by mutual acceptance of the parties.

All communications made under this Agreement to Mediate are intended to be confidential. However, parties and participants understand that some communications to mediators are not confidential under the Alternative Dispute Resolution Act of 1996. A mediator must disclose a communication when a court determines that the disclosure is necessary to prevent a manifest injustice, help establish a violation of law, or prevent harm to the public health or safety. Parties and participants also understand that a mediator must disclose a communication to prevent criminal activity.

No party shall be bound by anything said or done at the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing and, when signed and approved by the appropriate authorities for all parties, shall be binding upon all parties to the agreement.

No admission of guilt or wrongdoing by any party is implied, and none should be inferred, by participating in this process.

The parties understand that, where negotiated bargaining agreements exist, settlements may not violate the terms or intent of the agreement.

Lying Dele told G. he couldnt go to court because codefendants (F Furring / Dele) would be stopped from imposing gas tax and property tax for ST3.

DTL

The parties agree to not subpoena or require any mediator to testify or produce records, notes or work products in any future proceedings and that no recordings or stenographic records will be made of the mediation session. A mediator or neutral who is involved in a mediation of this charge will not voluntarily testify on behalf of a party in any pending or future administrative or judicial proceeding. The parties further agree that the mediator and any neutral who is involved in their case will be held harmless for any claim arising from the mediation process.

Mediators assigned to this mediation, or another mediator assigned by the Seattle Federal Executive Board, will call to follow up with you after three months.

By signature, we acknowledge that we have read, understand and consent to the terms of this Agreement to Mediate and this mediation.

Dated this 12th day of August, 2013.

Mediation Clients/Mediator(s)

~~_____~~

~~_____ to Golden~~

~~_____~~

Christie Kelly
B. B. B. B.

Mediator

Deey Higgins, Mediator

_____, absent.

See RCWA 9A.82.100(4) f. ii
RCWA 9A.82.160(4) f. ii

D23

EXHIBIT 4

D29

NON-REVOCABLE RESIGNATION OF DAVID GOLDEN

I, David Golden, hereby resign my position as Bridge Engineer 5 with WSDOT effective at the end of my shift on August 12, 2013.

Signed: ~~(Signature)~~

Date: ~~8/25/13~~

DAVID GOLDEN

VOID

See RCWA 9A.82.160 4(f) ^{10/9/13}
Mostly did this because harassment
w/ Harrison; others had no choice
except to leave. It was a definite
postponement until G. would
have ultimately been terminated as
he to be Delue during mediation.
Delue to be G's trial who not
available forcing this agreement
(Fraud)

Contract is unenforceable due to lying
conspiring attorneys and government
officials. G. is the only one who did his
job and was worried about innocent people
getting killed. For this, Delue and company
destroyed G's career (>>> \$70,000 for
education wasted). Delue and co. are
PIGS ↓ DKS

EXHIBIT 5

D 26



IN RE THE MATTER OF: WSDOT/Golden/0-1960-13-043
VOLUNTARY CONSENT TO EMPLOYMENT WAIVER

PLEASE READ THE INFORMATION LISTED BELOW CONCERNING YOUR PENDING SETTLEMENT AGREEMENT WITH OSHA. YOU MAY HAVE AN ATTORNEY OF YOUR CHOOSING REVIEW THIS WAIVER BEFORE SIGNING. YOU ARE NOT REQUIRED TO SIGN THIS FORM.

USE BLUE OR BLACK INK.

RETURN THIS FORM BY MAIL, FAX, OR ELECTRONIC MAIL TO OSHA WITHIN 10 DAYS OF RECEIPT.

In OSHA's administration of whistleblower protection statutes, OSHA reviews settlement agreements between complainants and their employers reached during the investigative stage to ensure they are fair, adequate, and reasonable, in the public interest, and that the employee's consent was knowing and voluntary. A limited number of these agreements contain clauses wherein a complainant waives the right to seek further employment with his or her employer (or its subsidiaries and/or parent companies). In those cases, OSHA must ensure that such clauses are consistent with the underlying purposes of our whistleblower protection programs. In certain circumstances, an employment waiver in a whistleblower settlement may not be reasonable or in the public interest.

Please answer the following questions either YES or NO, and sign at the bottom of the form if you agree to the waiver.

1. Do you believe this employment waiver stops you from working in your chosen field in the locality in which you reside? NO
2. Are your particular skills readily transferable to many employers or to several industries? YES
3. Do you believe this settlement adequately compensates you for your agreement not to apply for future employment with this employer? YES
4. Has OSHA discussed with you the strength of your case and informed you that the proposed settlement agreement is "fair, adequate, and reasonable"? YES
5. Are you represented by a lawyer? YES
6. Do you enter into this employment waiver voluntarily? YES
7. Did the employer promise you anything in exchange for your acceptance of the employment waiver outside of what is in the settlement agreement? NO
8. Did the employer threaten or coerce you to accept the employment waiver? NO
9. Do you intend to leave your profession, to relocate, to pursue other employment opportunities, or to retire? YES If so, you may reasonably choose to forego the option to apply for future employment in exchange for a larger monetary settlement as often occurs generally in employment litigation when additional compensation (often characterized as front pay in a settlement) is substituted for reinstatement by mutual agreement.

ALL RESPONSES BASED ON ADVICE BY OSHA'S DEWUE AS DETAILED IN COMPLAINT 12/14/16

I HEREBY VOLUNTARILY WAIVE MY RIGHT TO EMPLOYMENT WITH WSDOT (Washington State Department of Transportation)	
Print Name Clearly (Above) <i>Dennis L. [Signature]</i>	Date: <u>9/10/13</u>
Signature: <i>[Signature]</i>	

¹ OSHA Memorandum from Asst. Secretary, Edwin G. Foulke, Jr.; July 23, 2007

See RWA 9A.82.100(4) f 660

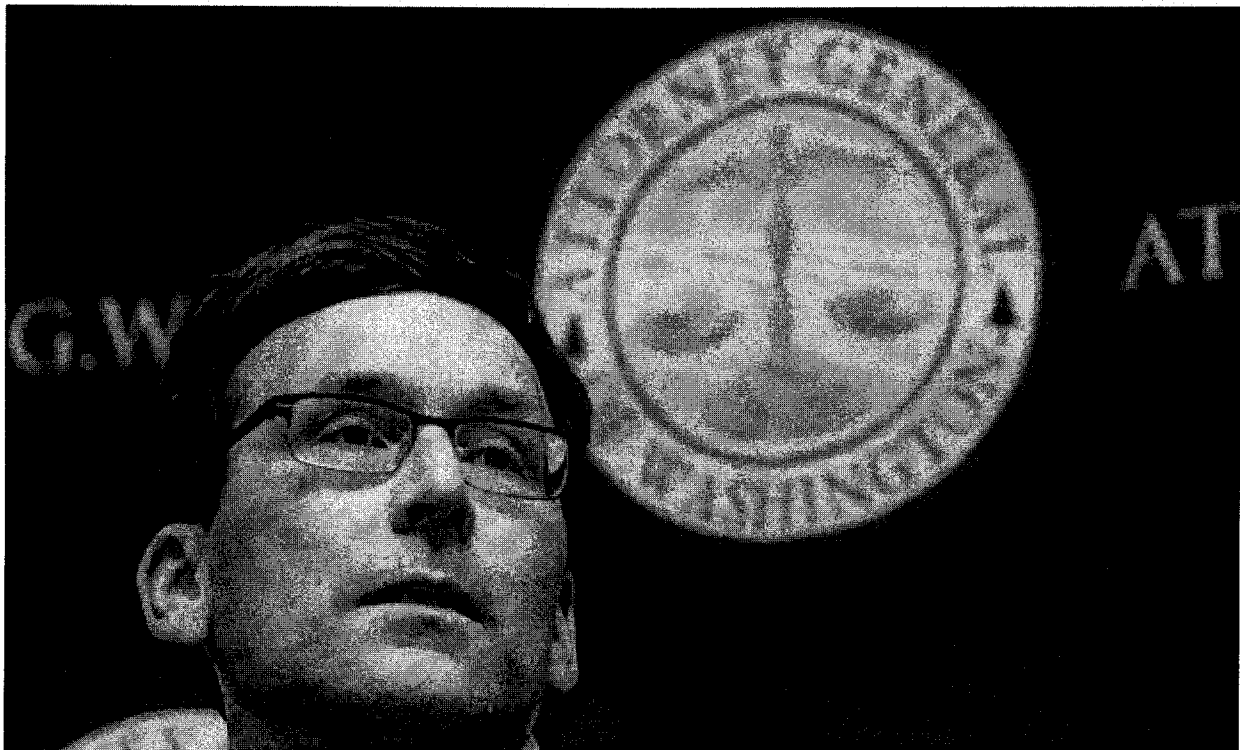
DZF

Exhibit E - Washington taxpayer funds

<http://mynorthwest.com/561432/bob-ferguson-police-protection/>

Washington AG Bob Ferguson 'painted a giant target on himself'

BY KIPP ROBERTSON, MyNorthwest.com Writer | March 2, 2017 @ 10:40 am



Washington Attorney General Bob Ferguson is now under police protection because of his lawsuit that halted President Trump's travel ban. (AP Photo/Elaine Thompson)

After successfully challenging President Donald Trump's travel ban, Washington State Attorney General Bob Ferguson is now under 24-hour police protection.

E1

Ross: President Trump's big congressional speech was ... optimistic

One of Ferguson's neighbors told KIRO 7 they're not surprised the court battle brought threats.

"When he challenged that travel ban, he effectively painted a giant target on himself," she said.

Ferguson says the threats come with the territory.

According to a Reddit post from someone claiming to be his neighbor, the police have had a 24-7 presence for the past two weeks.

If true, that means that despite the threats, Ferguson **hasn't been quieted**. It was just last week when the state's attorney general said he's willing to continue his fight for immigrant's rights while ramping up a fight with the federal government over legalized marijuana.

After White House Press Secretary Sean Spicer — vaguely — discussed a federal crackdown on marijuana, Ferguson said individual states should have the freedom to continue experimenting with new ideas. When asked if he was ready to fight the White House on two fronts, Ferguson simply responded: "Yes."

Bob Ferguson gained national attention when he **filed a lawsuit** targeting President Trump's executive order that banned immigrants from seven predominantly Muslim countries and paused the U.S. refugee program. After a court battle, a U.S. judge imposed a nationwide hold on the ban.

Noah Purcell: WA's de facto defender of the Constitution

Since then, Trump said he will issue a new order, which was expected as soon as Wednesday. A draft suggested it would target people from the same seven predominantly Muslim countries but would exempt travelers who already have visas to come to the U.S. Trump advisers have reportedly advocated for removing Iraq from the list.

Trump signaled he may go along with a path to citizenship for people already here legally. He will also set up an agency that would highlight crimes of people he calls the "bad ones."

BZ

"We are removing gang members, drug dealers, and criminals that threaten our communities and prey on our very innocent citizens," Trump said. "Bad ones are going out as I speak."

E3



Jeremy Thundercloud <jeremythundercloud@gmail.com>
 Exhibit F
 (G trying to train Reporters about lying politicians)
 Lawyers / judges

Fwd: spin - phd level

1 message

Jeremy Thundercloud <jeremythundercloud@gmail.com>

Wed, Apr 8, 2015 at 8:44 PM

To: [Redacted]

Begin forwarded message:

From: Jeremy Thundercloud <jeremythundercloud@gmail.com>
 Date: February 3, 2015 at 9:37:52 AM CST
 To: [Redacted]
 Subject: spin - phd level

Two Argentinean Judges Decline to Handle Nisman's Allegations

Judges in Argentina say there are "insufficient grounds" to explore the allegations by Alberto Nisman regarding the AMIA bombing.

Share on facebook Share on twitter Share on email Share on print More Sharing Services 16

By Arutz Sheva Staff

First Publish: 2/3/2015, 4:16 AM



Protest by relatives of AMIA victims (file)
Reuters

Two judges in Argentina on Monday declined to handle the allegations brought by late prosecutor Alberto Nisman against President Cristina Fernandez, charging her with seeking to derail his investigation of the deadly 1994 bombing of a Jewish community center, *Reuters* reported.

Nisman's death came hours before he had been due to testify against senior government officials on the subject of the bombing of the Jewish center in Buenos Aires in 1994, which left 85 people dead.

He had accused several senior government figures - including Kirchner and Foreign Minister Hector Timerman - of involvement in a plot to cover up Iran's alleged role in the bombing.

F1

3/7/2017

Gmail - Fwd: spin - phd level

His death has set off a huge scandal, with Kirchner suggesting Nisman was manipulated by former intelligence agents who then killed him to smear her.

Nisman had brought his case before Judge Ariel Lijo as he was already investigating charges of attempts to derail the prosecutor's investigation of the 1994 bombing of the AMIA Jewish community center that killed 85.

The other cover-up charges involve ex-President Carlos Menem, who ruled the South American country from 1989 to 1999, noted *Reuters*.

But Lijo said in a statement on Monday that there were insufficient grounds to link the two charges given the alleged crimes took place during different time periods and by different people.

"There mere fact it has some kind of [redacted] direct with the attack on the AMIA, as in the present case," is not sufficient to tack Nisman's charges onto the others, Lijo said, according to *Reuters*.

The second judge called upon to take up Nisman's charges, Daniel Rafecas, also declined to do so, according to private and state-run Argentine media. His office did not return calls seeking comment.

Public anger over the official reaction to Nisman's death - which officials initially attempted to dismiss as suicide - prompted the Argentine government to back a probe into his death.

In 2013, Kirchner signed a memorandum of understanding with Tehran agreeing to set up a "truth commission" to investigate the bombing and allowing Argentine prosecutors to question the suspects in Iran.

The rapprochement was vehemently opposed at the time by Jewish community leaders, who charged it was "unconstitutional."

FZ

EXHIBIT G.

1/4

10/7/16

WITNESS STATEMENT - Tupac

Snoop Dogg

Redacted

[Redacted]

You done put two of America's
most wanted in the same

[Redacted] place at the same
[Redacted] time

Y'all [Redacted] about to feel this

Break out the champagne glasses

[Redacted]

Playerz

and have one on us

Picture perfect, I paint a perfect picture

Bomb the hoochies with precision my intention's to get richer

With the S-N double-O-P, Dogg [Redacted] homey

You'se a cold [Redacted] on them hogs

Sure enough, I keep my hand on my gun, cuz they got me on the run

Now I'm back in the courtroom waiting on the outcome

Tupac knows what's on [Redacted] mind

But at the same time it seem like they're trying to take mine

So I'm a get smart, and get defensive [Redacted]

And put together a million march, for [Redacted]

So now they got us laced

Two multimillionare [Redacted] catchin cases

[Redacted] get ready for the throwdown, [Redacted] about to go down

Uhh, me and Snoop about to clown

I'm "Losin My Religion", I'm vicious on these stool pigeons

You might be deep in this game, but you got the rules missing

[Redacted] be actin like they savage, they out to get the cabbage

I got nothing but love, for [Redacted] divin lavish

File to: Tupac Interview 10/7/16

SNOOP DOGG Also Present

[Signature]

I got a pit named [redacted]
I got a house out in the hills right next to Chino
and I, think I got a black Beamer
but my dream is to own a fly casino
like [redacted] and do it all legal
and get scooped up, by the little homie in the Regal
it feel good to [redacted]

You see
this is for the G's and the keys [redacted]
Now follow as we ride
[redacted] the rest, two of the best from the West side
And I can make you famous
[redacted] been dyin for years, so how could they blame us

I live in fear of a felony
I never stop bailin these, [redacted] G's
If ya got it better flaunt it,
I know they want it

2 of Amerikaz Most Wanted
Ain't nuttin but a gangsta party
Ain't nuttin but a gangsta party
Nuthin but a gangsta party...
Ain't nuttin but a gangsta party
Nuthin but a gangsta party
it ain't nuthin but a
[redacted] gangsta party
Ain't nuttin but a gangsta party
Nuthin but a gangsta party
it ain't nuthin but a
[redacted] gangsta party
Ain't nuttin but a gangsta party

Tupac / S. D. D 10/7/16 Interview

Now give me fifty feet
 Defeat is not my destiny, release me to the streets
 And keep whatever's left of me
 Jealousy is misery, suffering is grief
 Better be prepared when you cowards [redacted] with me
 I bust and flea, [redacted] must be crazy what??
 There ain't no mercy [redacted] who can fade the Thugs?
 (hahah right) You thought it was but it wasn't, now disappear
 Bow down in the presence of a boss player

It's like cuz, blood, gangbangin
 Everybody in the party [redacted]
 You got to have paper in this world
 You might get your purse snatched before your eyes whirl
 You;re doing your job, every day
 And then you work so hard til ypur hair turn gray
 Let me tell you about life, and bout the way it is
 You see we live by the gun, so we die by the gun as a kid

They tell me not to roll with [redacted]
 So now I gotta throw away [redacted]
 Floatin in the black Benz, trying to do a show a day
 They wonder how I live, with five shots
 [redacted] on my block
 Schemes for currency and doe related
 Affiliated with the hustlers, so we made it
 Now answer the question, I'm tryin to get up on it
 My [redacted] Dogg with me, eternally the most wanted

Ain't nuttin but a gangsta party
 Ain't nuttin but a gangsta party
 Nuthin but a gangsta party...

Tupac / S.D.D / GOLDEN 10/7/16 Interview

4/4

Ain't nuttin but a gangsta party

Nuthin but a gangsta party

it ain't nuthin but a

[REDACTED] gangsta party

Ain't nuttin but a gangsta party

Nuthin but a gangsta party

it ain't nuthin but a

[REDACTED] gangsta party

Ain't nuttin but a gangsta party

Written by Tupac Amaru Shakur, Delmar Drew Arnaud, Calvin Cordozar Broadus • Copyright ©
Warner/Chappell Music, Inc, Universal Music Publishing Group

This Statement, including any edits by me, is true to my
best knowledge and belief.

 10/7/16

64

EXHIBIT #1
Obama talk about Spin

Gmail - Spin



before he filters cash to Tehran (See Exhibit #2)
after

Jeremy Thundercloud <jeremythundercloud@gmail.com>

Spin
1 message

Jeremy Thundercloud <jeremythundercloud@gmail.com>

Mon, May 16, 2016 at 7:41 AM

To: [Redacted]

<http://www.wsj.com/articles/thats-what-politicians-do-1437069041>

BEST OF THE WEB

'That's What Politicians Do'

The president's unsettling press conference.

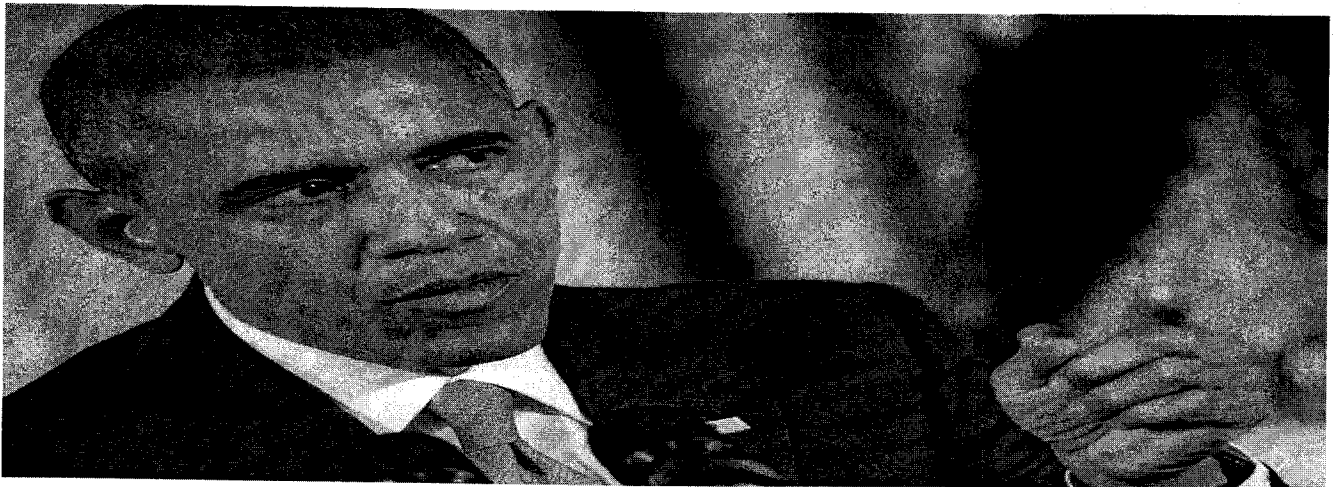


PHOTO: AGENCE FRANCE-PRESSE/GETTY IMAGES

SHARE



By James Taranto

July 16, 2015 1:50 p.m. ET

Perhaps the most telling moment in yesterday's presidential press conference was this exchange with ABC's Jonathan Karl:

Karl: Mr. President, does it give you any pause to see this deal praised by Syrian dictator Assad as a "great victory for Iran," or praised by those in Tehran who still shout "death to America," and yet our closest ally in the Middle East calls it "a mistake of historic proportions"? And here in Congress, it looks like a large

H1 - 1

majority will vote to reject this deal. I know you can veto that rejection, but do you have any concerns about seeing a majority of the people's representatives in Congress saying that this is a bad deal? . . .

Obama: Let me answer the question that you asked. It does not give me pause that Mr. Assad or others in Tehran may be trying to spin the deal in a way that they think is favorable to what their constituencies want to hear. That's what politicians do. I mean, you'll recall that during the course of these negotiations over the last couple of months every time the Supreme Leader or somebody tweeted something out, for some reason we all bought into the notion, well, the Obama administration must be giving this or capitulating to that.

"That's what politicians do" was essentially his response to congressional opposition as well. If lawmakers evaluate the plan "based on the facts," he asserted, then "the majority of Congress should approve of this deal. But we live in Washington and politics do intrude." He did not dismiss Israel's objections in the same manner—nor could he, since the Israeli opposition leader, Isaac Herzog, has said "he would work with Prime Minister Benjamin Netanyahu's ruling coalition" against the deal, as the Times of Israel reports. Obama's cynical view of "politicians"—meaning his domestic adversaries—is a recurring theme in his presidency. Usually he employs it against Republicans, though in May he said of left-wing Democrat Elizabeth Warren, who opposes his trade agenda, that "Elizabeth is, you know, a politician like everybody else."

ADVERTISEMENT

Of course it is true that politicians frequently "spin" and pander to their constituents. That's part of democracy. But it's bizarre and unsettling for Obama to wave away the triumphalist remarks of Bashar Assad or Ayatollah Ali Khamenei as if they were democratic politicians trying to attract votes. Dictators don't need votes. Further, Obama is also a politician, and dismissing substantive objections as political "spin" is itself an instance of political spin. As is his answer to Israel's objection:

For all the objections of Prime Minister Netanyahu, or, for that matter, some of the Republican leadership that's already spoken, none of them have presented to me, or the American people, a better alternative.

I'm hearing a lot of talking points being repeated about "this is a bad deal"—"this is a historically bad deal," "this will threaten Israel and threaten the world and threaten the United States." I mean, there's been a lot of that.

What I haven't heard is, what is your preferred alternative? If 99% of the world community and the majority of nuclear experts look at this thing and they say, this will prevent Iran from getting a nuclear bomb, and you are arguing either that it does not, or that even if it does it's temporary, or that because they're going to get a windfall of their accounts being unfrozen that they'll cause more problems, then you should have some alternative to present. And I haven't heard that. And the reason is because there really are only two

alternatives here: Either the issue of Iran obtaining a nuclear weapon is resolved diplomatically through a negotiation, or it's resolved through force, through war. Those are the options.

That's an impressive display of faulty logic. He's got the argumentum ad populum ("99% of the world community"), the appeal to authority ("the majority of nuclear experts") and the false dilemma, all in one paragraph.

As to what he means by "the world community" or by what method he has surveyed them to come up with that 99% figure, your guess is as good as ours. It may be significant, though, that when it comes to the "experts," he claims the support of only a simple majority. And not only the Israelis but also some of Iran's Arab neighbors do not share his view that this deal will prevent Iran from getting nuclear weapons. Their views would seem more authoritative than that of a nebulous "world community."

As to the false dilemma, The Wall Street Journal notes in an editorial today that there is "an alternative to his diplomacy of concessions," which "many critics have suggested": "It's called coercive diplomacy, and it might have worked to get a better deal if Mr. Obama had tried it." One might add that even accepting the premise that some sort of deal is ultimately necessary, it does not follow that it was necessary to strike a deal *now*.

The answer to the question "Why now?" seems obvious: With his presidency nearing an end, Obama was determined to strike a deal, any deal, to cement his legacy. "He's like some old guy with a bucket list, checking off boxes and basking in the consternation that trails him," writes Yahoo! News's Matt Bai—who, incredibly, seems to view that at least somewhat approvingly:

If this is how Obama intends to go out, he will have at least reset the debate on a series of issues where 20th century orthodoxies have long created a kind of stasis. He has a chance to be remembered as a transitional president, if not a transformational one.

That's not exactly what he might have aspired to in 2008, but it's not so far off, either.

It reminds us of the ObamaCare steamroll in 2009-10. Then as now Obama felt an urgency to impose a new policy but lacked the ability to forge a consensus behind it or even behind the idea that a new policy was urgent, or to win significant support (if any at all) across party lines.

Then as now there was significant resistance even from Democrats. Politicoreports:

[Delaware's Sen. Chris] Coons is among a group of roughly a dozen Democratic senators who constitute President Barack Obama's firewall on the Iran deal. In interviews with several of them Tuesday, it was clear the White House has its work cut out to shore up a veto-proof foundation: In the Senate, the White House can lose no more than 12 Democrats from the 46-member caucus to keep the deal alive.

With Congress about to begin a 60-day review period, and the deal expected to linger for critics to attack during the August recess, senators said Tuesday that the administration needs to mount a sustained lobbying push just as aggressively as it did on the recent issue of international trade.

11 3

"They are getting a lot of pressure from constituents who are suspicious of any agreement," Senate Minority Whip Dick Durbin said of fellow Democrats. "[Obama] has his hands full."

Then as now, Democrats in Congress made unusual efforts to enable the president to get his way with only support from his own party, and less-than-unanimous support at that. Actually Politico errs in asserting that Obama can't afford to lose more than a dozen Senate Democrats. Since Congress needs to override a veto in order to scuttle the deal (and then only in part, as the U.N. Security Council is expected to lift international sanctions before Congress acts), one-third of *either chamber* will be sufficient to save the deal.

Then as now, Obama is repeating an assurance so often that it sounds like a mantra. Why should we expect his promise that "this will prevent Iran from getting a nuclear bomb" to prove any more trustworthy than "if you like your plan, you can keep your plan"?

41 4

EXHIBIT #2

<http://www.washingtontimes.com/news/2016/aug/2/report-obama-paid-iran-400-million-ransom-american/>

Obama paid Iran \$400 million ransom for American hostages: report

By Dave Boyer - The Washington Times - Tuesday, August 2, 2016

The Obama administration secretly airlifted \$400 million in cash to Iran in January at the same time Tehran was releasing four jailed Americans, payment that a top congressional Republican is calling "ransom."

The Wall Street Journal, citing U.S. and European officials and congressional sources, reported that the administration procured the money from central banks in Switzerland and the Netherlands. The money was stacked on wooden pallets and flown to Tehran in an unmarked cargo plane.

The money represented the first installment of a \$1.7 billion settlement that the administration reached with Iran to resolve a decades-old failed arms deal signed before the Iranian revolution in 1979, the Journal reported.

The settlement came at the same time as formal implementation of the historic nuclear agreement reached between Tehran, the U.S. and other world powers.

"With the nuclear deal done, prisoners released, the time was right to resolve this dispute as well," President Obama said at the time, without revealing the \$400 million payment.

Senior U.S. officials denied that there was any link between the payment and the prisoner exchange.

(Spn Exhibit #2)

PENGUIN CLASSICS
NICCOLÒ MACHIAVELLI
THE DISCOURSES

EXHIBIT I



ORIGINS
LETTER TO
CASSINO
DELIVERANCE OF JERUSALEM
BY ALFRED & SAMUEL
YAS
REFORM
PRINCIPAL
BAD
REFORM
SANDER
MANN

up with in order to arrive at the greatness of Rome. For, besides the reasons already adduced to show that the authority of the tribunes was essential to the preservation of liberty, it is easy to see what benefit a republic derives when there is an authority that can bring charges in court, which was among the powers vested in the tribunes, as will be shown in the following chapter.

7. *How necessary Public Indictments are for the Maintenance of Liberty in a Republic*

No authority more useful and necessary can be granted to those appointed to look after the liberties of a state^a than that of being able to indict before the people or some magistrate or court such citizens as have committed any offence prejudicial to the freedom of the state.^b Such an institution has two consequences most useful in a republic. First, for fear of being prosecuted, its citizens attempt nothing prejudicial to the state, and, if they do attempt anything, are suppressed forthwith without respect to persons. Secondly, an outlet is provided for that all feeling which is apt to grow up in cities against some particular citizen, however it comes about; and, when for such ill feeling there is no normal outlet, recourse is had to abnormal methods likely to bring disaster on the republic as a whole. Hence nothing does so much to stabilize and strengthen a republic as some institution whereby the changeful humours which agitate it are afforded a proper outlet by way of the laws.

This can be shown by numerous examples, and especially by one that Titus Livy adduces, namely, that of Coriolanus. Livy tells us that, when the nobility were annoyed with the plebs because it seemed to them that the plebs had too much authority owing to the appointment of tribunes to protect

^a *civitas*. ^b *ad litem liberam*.

them, and when, besides this, there was a great scarcity of provisions in Rome and the senate had to send to Sicily for corn, Coriolanus, who was hostile to the popular faction, suggested that the time had come to punish the plebs and to deprive them of the authority they had assumed to the prejudice of the nobility. Hence he advised that they should be kept hungry and that the corn should not be distributed among them. When this came to the ears of the populace, indignation against Coriolanus grew so intense that, as he was leaving the senate, he would have been killed in the tumult if the tribunes had not cited him to appear in his own defence. One notes in this incident what has been said above, namely, how useful and necessary it is for republics to provide a legal outlet for the anger which the general public has conceived against a particular citizen, because when no such normal means are available, recourse is had to abnormal means, which unquestionably have a worse effect than does the normal method.

The reason is that, though wrong may be done when a citizen is punished in the normal way, scarce any disorder, or none at all, is brought about in the republic, for in carrying out the sentence no appeal is made either to private or to foreign forces, and it is these that entail the downfall of civic liberties. On the contrary, such force as is employed, is employed by public authority which functions within specified limits, and does not, overstepping them, go on to do things which ruin the republic.

There is no need to corroborate this view by citing further examples from olden times in addition to that of Coriolanus. In his regard, however, all should reflect on the evils that might have ensued in the Roman republic had he been tumultuously put to death, for this would have given rise to private feuding, which would have aroused fear; and fear would have led to defensive action; this to the procuring of partisans; partisans would have meant the formation of

factions^a in the city; and factions would have brought about its downfall. As, however, the matter was settled by persons vested with the requisite authority, no opening was provided for the evils that might have resulted had the matter been settled by private authority.

In our own times we have seen disturbances introduced into the republic of Florence owing to the inability of the masses to find a normal outlet for the animus aroused by one of its citizens – as for instance happened at the time when Francesco Valori's standing in the city was akin to that of a prince.⁶ He was regarded by many as an ambitious man, likely, owing to his audacity and animosity, to resort to unconstitutional methods. As there was no way of resisting him save by forming a rival party, it came about that he began to collect supporters to defend himself since he had nothing to be afraid of unless extraordinary steps were taken. On the other hand, since to his opponents no ordinary means of suppressing him were available, they made up their minds to use other means, and eventually took up arms. Had it in this case been possible to oppose Valori by constitutional methods, an end would have been put to his authority without harm to anybody but himself; but since it had to be done by unconstitutional methods, harm resulted not only to him, but to many other noble citizens.

One might also cite in support of the conclusion just reached an incident that also happened in Florence. It concerns Piero Soderini, and was entirely due to the absence in this republic of any means whereby legal action might be taken against the ambition displayed by powerful citizens. For to indict a powerful citizen before eight judges is inadequate. There should have been plenty of judges, for the few always act as the few are wont to act. Had this been the case, the citizens would either have indicted him, if his conduct had been bad,

^a *partii*.

and in this way would have found an outlet for the animosity without getting a Spanish army to intervene; or, if his conduct had not been bad, would not have dared to take action against him for fear that they themselves should be indicted. Thus in either case the appetite which occasioned the trouble would have ceased to operate.

We thus reach the conclusion that, whenever one finds outside forces called in by a party of men residing in a city, it may be taken for granted that this is due to a defect in its constitution in that it comprises no institution which provides an outlet for the malignant humours to which men are prone, without their taking unconstitutional action. Adequate provision for this is made when there are many judges before whom indictments may be made, and when judgeship is looked on as an honourable post.

Such matters were so well provided for in Rome that in the great disputes which arose between the senate and the plebs, never did either the senate, the plebs, or any private citizen, contemplate the calling in of outside forces, because, there being a remedy at home, there was no need to seek one abroad. And, though the examples already cited should suffice to prove my case, I am going to give you yet another, taken from Titus Livy's history. In it he relates how in Clusium – in those days the most noble city in Tuscany – a sister of Aruns had been violated by Lucumon, and how Aruns, unable to obtain justice owing to the power of her ravisher, went to the Gauls who then controlled the province we now call Lombardy, and besought them to bring armed forces to Clusium, pointing out that it would be to their own advantage to avenge the injustice done to him; and how if Aruns had seen how to obtain justice by appeal to the city's laws he would not have invoked barbarian forces. But if such indictments are of advantage to a republic, calumny is not only useless, but harmful, as we shall show in the next chapter.

8. Calumnies are as Injurious to Republics as

Speech
Public Indictments are Useful

ALTHOUGH the virtue of Furius Camillus, who had freed Rome from the yoke of the Gauls, had caused all the citizens of Rome to give him precedence without its appearing to them that, by so doing, they were diminishing their own repute or rank, none the less Manlius Capitolinus could not bear that so much honour and glory should be ascribed to Camillus, since it seemed to him that his own merits were as great as those of Camillus, since it was he who had saved the Capitol, nor was he inferior to Camillus in other praiseworthy military exploits. Consequently, so fraught was he with envy, that he could not remain tranquil while Camillus had such glory, but, realizing that he could not sow discord among the patricians, he turned to the plebs and disseminated among them diverse sinister rumours. Among other things, he said that the treasure which had been collected to give to the Gauls, had not been given to them, but had been appropriated by private citizens, and that, if it could be recovered, it might be used to the advantage of the public either in lessening the taxation of the plebs or in the discharge of certain private debts. This speech had a considerable effect on the plebs, who began to hold meetings and to raise numerous tumults in the city as it pleased them. This displeased the senate, to whom it appeared to be a serious matter and dangerous, so they appointed a dictator who should take cognizance of the situation and restrain the impetuosity of Manlius. The dictator accordingly cited Manlius to appear in public, where they confronted one another, the dictator surrounded by the nobles and Manlius surrounded by plebeians. Manlius was asked to state in whose hands the treasure was of which he had spoken, for the senate was as desirous to be informed of this as was the plebs. In his reply Manlius gave no details, but evaded the

issue, saying that it was unnecessary to tell them what they already knew. So the dictator sent him to prison. *Speech*

It is clear from this incident in what detestation calumnies should be held in free cities and in all other forms of society, and how with a view to checking them no institution which serves this end should be neglected. Nor for their prevention can there be anything better than an institution which provides adequate facilities for charges to be brought, because indictments are as helpful to republics as calumnies are harmful. The difference between them is this: There is no need of witnesses or of any other corroboration of the facts to set calumnies going, so that anybody can be calumniated by anybody else. But one cannot in this way be indicted, for indictments must be corroborated and circumstances be adduced to prove the truth of the indictment. Indictments are made before magistrates, before the people, and before courts. Calumnies are circulated in the squares and the arcades. Calumnies are more prevalent in cities in which less use is made of public accusations, and in which less provision has been made for receiving them. He, therefore, who constitutes a republic should do it in such a way that charges may be brought against any citizen without fear of any kind and without respect to persons. Where provision for this has been made, and due recourse is had to it, calumniators should be severely punished. Nor can they complain of such punishment, since they had an opportunity to make charges openly against those whom they calumniated in private. But where adequate provision for this has not been made, there invariably ensue considerable disorders. For calumnies do not castigate citizens, they do but exasperate them; and, since hate is more quickly aroused than is fear, they think, when exasperated, how to get their own back for what has been said against them. This eventuality, as has been said, was adequately provided for in Rome, but was ever badly provided for in our city of