

RECEIVED

DEC 23 2009

CITY CLERK'S OFFICE
SPOKANE, WA

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

1. Claimant's Name: Brad Thoma
Residence: 18211 N. Mushroom Ln.
Mead, WA 99021
(List full address: Street, City, State, Zip Code)

Phone #: Home _____ Work _____ Birthdate: 12/21/1964

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: N/A
TOTAL CLAIM: \$ 4,000,000.00

4. CLAIM INCIDENT DATE: 12/21/09 TIME: 3:00 p.m. PLACE: Spokane Police Department

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached

Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Lost wages, (back and front pay), damages for emotional distress, attorney fees and costs.

Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: _____
Chief Anne Kirkpatrick, Spokane Police Department, 1100 W. Mallon, Spokane, WA 99260

7. Name, address and telephone of witnesses or persons with further information: _____
Dunn & Black, P.S., 111 North Post, Suite 300, Spokane, WA 99201

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 4,000,000.00

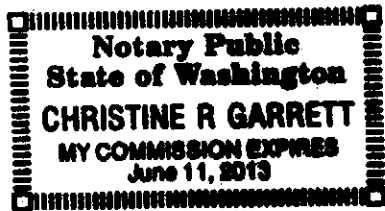
NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.
MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

STATE OF WASHINGTON)
County of Spokane)

I, Brad Thoma (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 23rd day of December, 2009.
Brad Thoma Claimant
Christine R Garrett

FILE COMPLETED FORM WITH:
Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane
My commission expires 6/11/13

Claim for Damages #4

Dunn & Black

Attorneys at Law

John C. Black*
Robert A. Dunn*
Timothy B. Fennessy*
Nicholas D. Kovarik
Wesley D. Mortensen
Susan C. Nelson
Jason T. Piskel
Kevin W. Roberts*
Michael R. Tucker

*Principals

Banner Bank Building
111 N. Post, Suite 300
Spokane, WA 99201
Voice: (509) 455-8711
Fax: (509) 455-8734

December 21, 2009

Mayor Mary Verner
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Via Hand Delivery and Email

Anne Kirkpatrick – Chief of Police
Spokane Police Department
1110 West Mallon
Spokane, WA 99260-0001

Via Hand Delivery and Email

Re: Sergeant Brad Thoma

Dear Mayor Verner and Chief Kirkpatrick:

We represent Sergeant Brad Thoma, a 20-year veteran of the Spokane Police Department. As you know, Sergeant Thoma was recently diagnosed with and suffers from the disability of alcoholism for which he is being medically treated. Unfortunately, his disease resulted in a regrettable off-duty DUI incident in September 2009. Yet, despite the fact that he is being successfully treated for his disability, which in no way has affected his capacity to perform work duties and responsibilities, the City of Spokane has inexplicably decided to engage in the illegal, discriminatory termination of Sgt. Thoma only days before Christmas. As such, we have been retained to pursue his legal and equitable remedies.

On December 9, 2009, Kirkpatrick sent a letter to Sgt. Thoma advising him of her “*intent to terminate*” his employment with the Spokane Police Department (“SPD”) (**Appendix A** hereto). This was done because of and despite knowing about his disability. There is no question that Mark A. Hart, D.O. and others have advised Kirkpatrick that Sgt. Thoma is suffering from alcoholism. (**Appendix B** hereto). In spite of this information, Kirkpatrick intentionally, through her five-page, self-serving letter, is attempting to somehow justify this pretextual termination. This refusal to acknowledge Sgt. Thoma’s disability is both egregious and actionable.

As you certainly must know, the SPD, like any other Washington employer is required to accommodate Sgt. Thoma’s disability. RCW 49.60 et seq. Here, Sgt. Thoma has presented at least two reasonable accommodations. First, the SPD could waive the

Mayor Mary Verner
Chief Anne Kirkpatrick
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ignition interlock device ("IID") requirement in his work vehicle. Indeed, under Washington law, our State recognizes a public policy in favor of permitting individuals with an IID on their personal vehicle to nevertheless continue operating work vehicles without an ignition interlock device. That's the very rationale and purpose behind waiver agreements. (**Appendix C** hereto). Nevertheless, without any basis in law or fact, the City has refused to sign the Employer Declaration for Ignition Interlock Waiver. Kirkpatrick's December 9th letter inanely concludes that "*signing a waiver that would allow you to drive a police vehicle without an interlock device creates an unacceptable risk to the City.*" But, that sweeping conclusion is totally unsupported, both legally and factually. In fact, Sgt. Thoma must now drive to and from work in his personal vehicle¹, which is to be equipped with an IID. As a result, there is absolutely no articulable "*risk*" to the City in accommodating Sgt. Thoma's disability in a work vehicle. In fact, the City's reliance on some contrived "*risk*" further exemplifies the disparate treatment to which Sgt. Thoma has been subjected. Previous SPD officers charged with DUI have not only retained their jobs but were back driving thirty (30) days after their own incidents.

Alternatively, the SPD can certainly accommodate Sgt. Thoma by installing an ignition interlock device in his work vehicle. Indeed, Sgt. Thoma has offered to bear the cost of such installation. Again, without any legitimate basis, the City is apparently refusing to accommodate his illness.

Further, not only has the City refused all reasonable accommodations, but it also is attempting to coerce Sgt. Thoma into waiving his legal and equitable remedies. On or about December 17, 2009, the City submitted such a "release" to Sgt. Thoma. (**Appendix D** hereto). The following day, on Friday, December 18, 2009, Sgt. Thoma, through the Spokane Police Guild's attorney, Hillary McClure, requested the opportunity to at least meet with a non-Guild attorney to review the SPD's proposed "release." Ms. McClure identified the unreasonable "*short time-frame*" to respond as the basis of her request. But, rather than grant this reasonable request, Kirkpatrick immediately placed Sgt. Thoma on "*layoff status*" and threatened that he would be terminated "*effective 3pm Monday [December 21, 2009]*". (**Appendix E** hereto). As a result, in addition to the City's unlawful discrimination, its heavy-handed attempt to discriminate against Sgt. Thoma and force him into signing an illegal release, is a violation of his right to due process.

¹ On page 3 of your December 9th letter, you recognize that Sgt. Thoma does "*not have a take home car.*" Thus, you obviously recognize his personal vehicle will be the means to arrive to-and-from work.

Mayor Mary Verner
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December 21, 2009
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There is no question that Washington State recognizes alcoholism as a disability. Those suffering from this illness are afforded protections under the Human Rights Commission, among others. RCW 49.60 et seq. The City's discriminatory conduct is an egregious violation of Washington law. You should know that we are thoroughly familiar with our State's laws as they apply to individuals with disabilities and are quite prepared to litigate this case on behalf of Sgt. Thoma. Burchfiel v. The Boeing Corp., et al., 149 Wn. App. 468 (2009). The City is no more permitted to discriminate against individuals who are medically or psychologically impaired or disabled than they would be to single out persons because of gender, sexual preference, age or religion.

Thus, be advised that Sgt. Thoma is not going to execute this waiver presented to him with its arbitrary and capricious 3:00 p.m. deadline set for today. Instead, the City has until 9:00 a.m. Wednesday, December 23, 2009 to fully reinstate Sgt. Thoma, along with his back pay. If you refuse to do so, a Tort Claim Notice will be filed to recover lost wages (back and front pay), damages for emotional distress, in addition to his attorney fees and costs. RCW 49.60.030(2). Sgt. Thoma's front pay damages² alone will easily exceed \$1 million.

If the City does not timely reconsider the SPD's decision to terminate Sgt. Thoma's employment and advise him as to which method of accommodation the City has elected to use, we will proceed accordingly.

Very truly yours,

DUNN & BLACK, P.S.



ROBERT A. DUNN
MICHAEL R. TUCKER

MRT:sg
Enclosure

cc: Ernie Wuthrich – President, Spokane Police Guild
Hillary McClure
Sgt. Brad Thoma

² Sgt. Thoma's salary was over \$91,000/year and at only 45 years old, his front pay by itself will easily run for eight (8) years.



SPokane POLICE DEPARTMENT

ANNE E. KIRKPATRICK
CHIEF OF POLICE



December 9, 2009

Sergeant Brad Thoma #239
Spokane Police Department

RE: Loudermill Notice of intent to terminate – I.A. # 09-059

Dear Sergeant Thoma:

The purpose of this letter is to notify you of my intent to terminate your employment because you are unable to perform the essential functions of your position.

BACKGROUND

DUI / Hit and Run

In your IA interview, you admitted that you committed a DUI and were involved in a hit and run incident on September 23, 2009. While playing golf at Wandermere, you started drinking beer at approximately 1300. Over the next couple of hours, you consumed four Coors Lights. Within the 15-20 minutes before driving, you also consumed two 24-28 ounce higher alcohol content beers. You then drove away from the golf course, although you admitted that you were impaired.

At approximately 1700 while proceeding eastbound on Farwell Road in north Spokane County, you came to a red light at the intersection of Farwell and Highway 2, where you hit the back of a vehicle driven by Sherry Prickett. You and Ms. Prickett both proceeded through the intersection after the light turned green. You indicated that you knew you hit Ms. Prickett's vehicle, and that your intent in proceeding through the intersection was to see if she would pull over. Both Ms. Prickett and witnesses stated that she did in fact pull over as soon as she was clear to do so. Ms. Prickett then rolled down her window, stuck her arm out the window, and attempted to waive you over. You indicated that "at the time she obviously pulled over I wasn't payin' attention and did not see her pull over."

Ms. Prickett and witnesses both stated that you continued driving past Ms. Prickett, and that you were driving erratically. It appeared to them that you were trying to pass cars in front of you to get away. They followed you as you turned north onto Market Street, and proceeded into the Yoke's parking lot. You

APPENDIX A

indicated that you planned to buy groceries anyway and thought that maybe the other driver would contact you there if she was behind you. In fact, Ms. Prickett did contact you in the Yoke's parking lot, where you admitted that you hit her and apologized for doing so.

At approximately 1735, Trooper Gillespie placed you under arrest for DUI. Breath tests conducted at 1834 and 1837 showed that your blood alcohol content was .176 and .173, more than twice the legal limit of .08. You repeatedly told Trooper Gillespie that you thought you would lose your job or at least your supervisory position. When asked about these statements in your IA interview, you indicated that you knew at the time that you'd had too much to drink, that you'd be arrested for DUI, and that termination or demotion "could be one of the punishments."

Deferred Prosecution

On October 14, 2009, you were charged with DUI (RCW 46.61.506) and failure to remain at the scene of an accident – attended (RCW 46.52.020).

The Spokane County District Court ordered deferred prosecution of these charges on November 13, 2009. This deferred prosecution requires you to enter treatment for alcoholism and to comply with several conditions.

One condition to your deferred prosecution is that your regular driver's license is suspended, and you instead have an Ignition Interlock Driver License (IIDL). The IIDL only authorizes you to drive vehicles that are equipped with an ignition interlock device for the next two years. This includes work vehicles, unless I, as your employer, sign a waiver to allow you to drive work vehicles without an interlock device.

The interlock device will not allow the vehicle to start until a breath test shows that you have no alcohol on your breath. Further, the device may require additional retests as you are driving.

In addition to equipping all vehicles you drive with an interlock device, you are required to maintain SR-22 high risk auto insurance.

Alcoholism Disability

You have claimed that you have a disability of alcoholism. In fact, your deferred prosecution is premised on the fact that you require treatment for alcoholism. Even assuming that you do have an alcoholism disability, that does not end my inquiry into your employment status.

I may still discipline you for misconduct, even if such misconduct was related to your alcoholism. The fact that you may be an alcoholic does not absolve you of responsibility for your conduct.

Further, I must evaluate whether you are able to perform the essential functions of your job. If you are not able to perform the essential functions of your job, then you are not qualified for the position. In that case, I cannot maintain your employment, disability or not.

Driving is an essential function of your position as sergeant, as it is for all officers in the Department. The job descriptions for Sergeant, Detective, and Police Officer all reference the requirement of a valid driver's license, and Guild attorney Chris Vick noted in your IA interview that "in order to be a police officer you have to have a driver's license." The Police Officer job description also notes the requirement of operating a vehicle under emergency conditions. As specified in their job descriptions, Sergeants and Detectives are all required to perform general police duties, which include driving under emergency conditions.

No Reasonable Accommodation

As indicated above, your regular driver's license is suspended. Instead, assuming you comply with all conditions, you have an IIDL. I must determine whether you can perform the essential functions of your job with your restricted IIDL. Based on the IIDL requirements, there are only two possible accommodations that would allow you to drive a police vehicle, as is required for your employment. The first is to equip your police vehicle with an interlock device, and the second is for me to sign a waiver allowing you to drive a police vehicle without an interlock device. Both of these alternatives are unacceptable and unreasonable.

First, there are countless reasons why it is unreasonable to place an interlock device on a police vehicle. Primary among these is the safety risk inherent in having any kind of delay before the vehicle starts, and the potential for additional delays to conduct retests while driving. In an emergency situation, such delay is unsafe and unacceptable. I also note that you do not have a take home car, and it is certainly unacceptable to require that the Department outfit its entire fleet with interlock devices. Even if you did have a specially assigned car that was equipped with a device, that would make your car essentially unusable by any other officer and any other car unusable by you. Again, this is unacceptable in an emergency situation.

Second, signing a waiver that would allow you to drive a police vehicle without an interlock device creates an unacceptable risk to the City. The interlock requirement exists for a reason. If you are not authorized to drive a personal vehicle without such device, I am hard pressed to see how you could ever be

authorized to drive an emergency vehicle without one. In fact, the State recognized that not all work vehicles are created equal by indicating in the IIDL requirements that you may not drive a commercial motor vehicle under any circumstance. Although the rules do not expressly exempt emergency vehicles from the possibility of an interlock waiver, any rationale for exempting commercial vehicles could be applied tenfold to emergency vehicles. I am simply unwilling to assume that risk of having you drive a police vehicle without an interlock device.

The high risk insurance requirement attached to your deferred prosecution would also pose an undue hardship to the City, whether or not the interlock requirement were waived. To allow you to drive a police vehicle, the City would need to negotiate and purchase a separate high risk policy specifically for you. This is an unreasonable requirement.

The bottom line is that the City cannot accept the risk of liability if (1) you or another officer were unable to respond in an emergency situation because of an interlock device on an emergency vehicle, or (2) you were involved in an accident in a police vehicle after having been waived of the interlock requirement. I find that both possible accommodations that would allow you to perform the essential functions of your position are unreasonable.

FINDING

Based on the above information, I find that you are not qualified to perform the essential functions of your position, either with or without reasonable accommodation. For this reason, I intend to terminate your employment.

I also find that the DUI and Hit and Run described above amounted to misconduct, in violation of RCW 46.61.502 and RCW 46.52.020, as well as the following policies:

Ethical Standard 4.1: "Members of the Spokane Police Department shall refrain from consuming intoxicating beverages to the extent that it results in impairment which brings discredit upon the profession or their employing agency, or renders them unfit for their next tour of duty."

Ethical Standard 4.4: "Members of the Spokane Police Department shall maintain a level of conduct in their personal and business affairs in keeping with the high standards of the Spokane Police Department."

Ethical Standard 4.8: "Members of the Spokane Police Department shall not engage in any activity which would create a conflict of interest or would be in violation of any law."

Sgt. Brad Thoma
I.A. # 09-059
Page 5

Rule of Conduct X, B: "No member of the Department shall conduct himself/herself in a disorderly manner at any time, either on or off duty, or conduct himself/herself in a manner unbecoming the conduct of a member of the City of Spokane Police Department."

These policy violations provide cause for discipline. However, because I find that you are not qualified for continued employment as a result of the interlock device requirement, I do not need to reach the issue of appropriate discipline for your misconduct.

You have the right to respond to these listed findings prior to my taking any action with respect to your employment status. If you desire to offer any mitigating circumstances or other responsive information, you must present the same to me at the Loudermill hearing scheduled for Thursday, December 17, 2009, at 1300 hours. Your presence at this hearing is voluntary. If you intend not to attend this hearing, contact Carla Stamatoplos at 625-4063.

In the event that I proceed with your termination, the City will provide you with written notice.

Sincerely,



Anne Kirkpatrick,
Chief of Police

Brad Thoma

Date

Fax - 625-4066 C

625-6379 HK

Hart Family Medicine, P.L.L.C.

107 E. Holland Ave.
Spokane, WA 99218-1209

Phone: 509-466-3960

Fax: 509-466-9566



Mark A. Hart, D.O.

APPENDIX B

City of Spokane
Police Chief Ann Kirkpatrick

Dear Sirs,

I have examined Mr. Thomas
+ Have diagnosed him with Alcoholism, which
as you know is recognized as a disability.
I have reviewed the job Description +
Feel he can perform all the essential Functions
of his position. At this time I would
Request Accommodation be made for his disability
in the form of an Interlock Ignition device
placed in his employer owned Vehicle, or
Waive ignition device and allow him to drive
employer owned Vehicle without interlock device
as provided by Law. As an Alternative over →

please Re-assign to another position
for which he is qualified.

Sincerely

Dr. Mark Hart D.O.

A handwritten signature in black ink, appearing to be 'Mark Hart', written in a cursive style.

Employer Declaration for Ignition Interlock Waiver

If you are applying for, or have, an Ignition Interlock Driver License, you must:

- carry this completed form when you drive an employer owned vehicle that does not have an ignition interlock device.
- send a copy of this form to:

Driver Records
Department of Licensing
 PO Box 9030
 Olympia, WA 98507

You may only drive this vehicle(s) during working hours.

Employee

PRINT OR TYPE—Name of applicant (Last, First, Middle initial)		
Washington driver license number	Date of birth	(Area code) Daytime telephone number

Employer

Name of employer/representative name	Company (area code) telephone number	
Company name	UBI number	
Company street address		
City	State	ZIP Code

This employee is required to operate a vehicle during working hours that is owned by this company.

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

 Date and place

X _____
 Employer signature

Agreement

Between the City of Spokane and the Spokane Police Guild

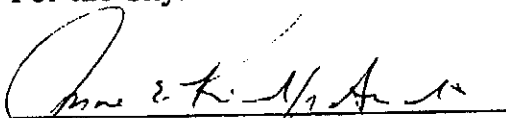
re: Brad Thoma

The City of Spokane (City), Brad Thoma (Thoma), and the Spokane Police Guild (Guild) agree to the following terms regarding the employment status of Thoma, in order to resolve any and all disputes or grievances involving discipline imposed on Thoma as a result of I.A. investigation # 09-059:

1. Thoma will be removed from his commissioned position as Police Sergeant and placed in layoff status immediately upon signing this Agreement.
2. Thoma will be eligible to return to a commissioned position in the rank of Detective upon completion of his deferred prosecution requirements, including return of his driver's license unencumbered by any ignition interlock requirement.
3. The City, through Civil Service, will begin working with Thoma immediately to determine whether there are any non-commissioned positions within the City that Thoma would be eligible to fill.
4. Neither Thoma nor the Guild will file grievances or any other legal challenges related to I.A. investigation # 09-059. The parties expressly acknowledge that this Agreement constitutes a full and complete resolution of all issues related to this investigation.

Dated this 17th day of December, 2009.

For the City:



Anne Kirkpatrick, Police Chief

For the Guild:

Ernie Wuthrich, President

Employee:

Brad Thoma

Subject: RE: Thoma
Date: Fri, 18 Dec 2009 13:35:20 -0800
From: ejacobson@spokanecity.org
To: hillary@aitchisonvick.com
CC: chris@aitchisonvick.com; ewuthrich.guildpres@hotmail.com;
JNicks@spokanepolice.org; akirkpatrick@spokanepolice.org; dchandler@spokanecity.org;
ddaling@spokanecity.org

Hillary,

Chief Kirkpatrick has denied your request for an extension to Tuesday the 22nd. However, the Chief has taken the following action to allow Sgt. Thoma some additional time to consider the offer:

1. Instead of termination, Thoma will be placed in layoff status today.
2. If Thoma signs the agreement by Monday at 3pm, he will remain in layoff status per the agreement.
3. If Thoma chooses not to sign the agreement, he will be terminated effective 3pm Monday.

As previously indicated, I will be out of the office next week, as are Chiefs Kirkpatrick and Nicks. They will have both the agreement and the termination paperwork ready to go for Monday, depending on which selection Thoma makes. Our HR Director Dave Chandler, and HR Analyst Dan Daling, will be in the office on Monday, and I would ask that you direct any technical questions to them, as they will follow through with the processing of whichever paperwork is relevant.

Thank you.
Erin

Erin A. Jacobson

APPENDIX E

12/21/2009

Assistant City Attorney - Labor Relations
Office of the Spokane City Attorney
808 W. Spokane Falls Blvd
Spokane, WA 99201
(509) 625-6225 Telephone
(509) 625-6277 Facsimile
ejacobson@spokanecity.org

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this communication in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Also, please indicate to the sender that you have received this email in error, and delete the copy you received. Thank you.

From: Hillary McClure [mailto:hillary@aitchisonvick.com]
Sent: Friday, December 18, 2009 11:57 AM
To: Kirkpatrick, Anne
Cc: Jacobson, Erin; Chris Vick; Ernie Wuthrich
Subject: Thoma

Chief Kirkpatrick,

Yesterday when we met, you set a timeline for Sgt. Thoma to respond to you by 3:00 today. In the agreement that you presented to Sgt. Thoma for his consideration, one of the conditions of the agreement is that Sgt. Thoma not file legal challenges. As one of the conditions of the agreement is that Sgt. Thoma waive his personal legal rights it is important that he be able to discuss this with an attorney other than the Guild's attorney. This has not been possible in the short time frame that you have set forth. As such I am requesting an extension until Tuesday the 22nd at 3:00 so that Sgt. Thoma.

Thank you for your consideration,
Hillary

Hotmail: Trusted email with powerful SPAM protection. [Sign up now.](#)

Dunn & Black

Attorneys at Law

John C. Black*
Robert A. Dunn*
Timothy B. Fennessy*
Nicholas D. Kovarik
Wesley D. Mortensen
Susan C. Nelson
Jason T. Piskel
Kevin W. Roberts*
Michael R. Tucker

*Principals

Banner Bank Building
111 N. Post, Suite 300
Spokane, WA 99201
Voice: (509) 455-8711
Fax: (509) 455-8734

December 22, 2009

Mayor Mary Verner
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Via Hand Delivery and Email

Anne Kirkpatrick – Chief of Police
Spokane Police Department
1110 West Mallon
Spokane, WA 99260-0001

Via Hand Delivery and Email

Re: Sergeant Brad Thoma

Dear Mayor Verner and Chief Kirkpatrick:

At 3:58 p.m. and 4:35 p.m. yesterday, Chief Kirkpatrick sent emails to various City personnel concerning our client, Brad Thoma. Importantly, Kirkpatrick's emails completely misrepresented two facts. First, "*the City and Police Administration*" never "*made Brad Thoma a reasonable accommodation offer,*" as she contends. In fact, no reasonable accommodation offer was ever made, despite the fact that there are other police officers who have been administratively reassigned. Second, Sgt. Thoma was never guaranteed reinstatement. Rather, his reinstatement was vague, conditioned, and at best, illusory. The term used in Kirkpatrick's attempted release form¹ was as follows: "*Thoma will be eligible to return....*"

Further, we are also aware that other City personnel have actually now endorsed this unlawful conduct, which is reflective of how seriously out of touch the City is with respect to Washington employment law.

¹ (See Appendix D to letter dated December 21, 2009)

Mayor Mary Verner
Chief Anne Kirkpatrick
December 22, 2009
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Lastly, the deadline we set to remedy the City's unlawful acts against Sgt. Thoma stands. If the City does not reverse its decision terminating Sgt. Thoma by 9:00 a.m. Wednesday, December 23, 2009, we will proceed accordingly as promised.

Very truly yours,

DUNN & BLACK, P.S.

A handwritten signature in black ink, appearing to read 'RAD', is written over the printed name of Robert A. Dunn.

ROBERT A. DUNN
MICHAEL R. TUCKER

MRT:sg
Enclosure

cc: Ernie Wuthrich – President, Spokane Police Guild
Hillary McClure
Joe Shogun – City Council President
Sgt. Brad Thoma