

Office of Disciplinary Counsel  
Complaint Processing Dept.  
201 Merchant Street, Suite 1600  
Honolulu, Hawaii 96813

October 20, 2019

**RE: Complaint Filed 8.26.2019**

Aloha Office of Disciplinary Counsel:

I have received new information in this matter related to Attorneys Thao Tran, Susan Li and Attorney CEO Constance Hee Lau.

In Hawaiian Electric's April 12, 2019 letter, which I enclosed initially, they made a number of false and deceptive claims. I pointed these out. You did not feel these were violations. Attorneys claimed there were **NOT AWARE** of my "asserted disability and related medical issues at any time before the decision to rescind was made." See below.

"In this respect, Hawaiian Electric could not have been motivated to rescind Mr. Goold's job offer because of his 'disability and related medical issues' or his use of cannabis for medical purpose, as Mr. Goold so claimed. It is undisputed that Hawaiian Electric was **not aware** of Mr. Goold's asserted disability and related medical issues at any time before the decision to rescind was made." [Page 2, paragraph 1, emphasis mine]

I recently received a letter from Straub Occupational Health Services. Michael M. Kusaka, MD, notified me around February 18, 2019 by telephone. He informed me he had notified company HR personnel verbally. He notified the company in writing February 19, 2019. HR Director Shana Buco explained they didn't terminate me immediately as they waited to receive Dr. Kusaka's letter.

Company personnel were aware. Attorneys lied; they deceived. They engaged negotiations with us in bad faith and unethical behavior. See attached letter from Straub.

StarAdvertiser reported on the protests in Kahuku related to wind turbines. "The plan is to hold them back as much as we can," said Alfred Medeiros, 36, who lives in Manoa but is originally from Waianae. He commented how Waianae and Kahuku butt heads on the football field, but "people are just coming together" to support one another.

**"TMT — It's not about telescopes. It's that people don't get heard."**

People in Hawai'i are tired of not being heard; of the powerful pushing and bullying us; and nobody holds them accountable. Hawaiian Electric was aware. They lied and deceived. Hold them accountable. Thank you in advance.

\\s\Scott Goold \s\  
Scott Goold  
1778 Ala Moana Blvd  
Honolulu, HI 96815  
(808)



Office of Disciplinary Counsel  
**Complaint Form**

[ODC form 1 (4/12/2019)]

**ODC use only:**

Date Rcvd: \_\_\_\_\_

Case No: \_\_\_\_\_

Clerk: \_\_\_\_\_

**Note: this complaint must be submitted on paper and signed, in ink, by the complainant. ODC does not accept on line submissions.**

If you need more space, please attach additional pages. **Please only provide copies – not originals – of your documents.**

**Date of this complaint:**

**Your Name:**

**Your Mailing Address:**

City:  , State:   , Zip Code:

**Your telephone numbers:**

preferred:

alternate:

**Who are you complaining against? (up to two attorneys if all in the same firm.)**

*Attorney #1*

*Attorney #2*

Attorney Name:

Law firm name (if any):

Firm or Office Address:

Tele. No.:

*NOTE: If the attorneys work in separate firms, you must file separate complaints.*

*(optional)* Size of the law firm complained about:

<input type="radio"/> 1 attorney	<input checked="" type="radio"/> 2-10 attorneys	<input type="radio"/> 11+ attorneys	<input type="radio"/> Government Agency	<input type="radio"/> Unknown
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**Have you or a member of your family complained about the attorney(s) previously?**

Yes [approximate date of prior complaint:

No

**Did you employ the attorney(s)?**

Yes [date of hire:

No [briefly explain your connection with this attorney(s):

**If your complaint is about a legal proceeding, provide:**

Title of the case:

Name of court or agency:

Case number:

Approx. date filed:

Your role in the suit:

[e.g., Plaintiff, Defendant, other]

**What did you hire or want the attorney to do?**

Engage employees and public in good faith and competent, ethical legal behavior

**Your complaint against this attorney:** State what the attorney did or failed to do which is the basis of your complaint. State the facts as you understand them. Do not include opinions or arguments.

SEE ATTACHED FIVE PAGES OF FIVE REGARDING:  
1. Thao T. Tran, Sr. Associate General Counsel  
2. Susan Li, Sr. Vice President, General Counsel, Chief Compliance & Administrative Officer & Corporate Secretary  
3. Constance Hee Lau, CEO & President, attorney  
Hawaiian Electric Industries

Additional pages? (Do not send original documents! Documents will not be returned.)

**Identify any witness (provide name and contact info.) who might back up your complaint:**

Witness 1: Joseph T Rosenbaum, Esq., Fujiwara & Rosenbaum, LLLC  
Witness 2:  
Witness 3:

Your signature: \_\_\_\_\_ (sign in ink - must be signed).

Date signed: \_\_\_\_\_

Mail to: Office of Disciplinary Counsel  
Complaint Processing Dept.  
201 Merchant Street, Suite 1600  
Honolulu, Hawaii 96813

Office of Disciplinary Counsel  
Complaint Processing Dept.  
201 Merchant Street, Suite 1600  
Honolulu, Hawaii 96813

August 26, 2019

**RE: Office of Disciplinary Counsel Complaint Form**

*ATTACHMENT: Your complaint against this attorney: State what the attorney did or failed to do which is the basis of your complaint. State the facts as you understand them. Do not include opinions or arguments.*

**I. BACKGROUND**

**Hawaiian Electric Industries is corporate parent of Hawaiian Electric Company, Maui Electric Company, Hawai'i Electric Light Company and American Savings Bank.**

1. Hired by Hawaiian Electric Company [HECO] as contract employee August 13, 2018.
2. Received Hawaiian Electric Industry [HEI] Code of Conduct about August 13, 2018.
3. Mr. Goold is legal, medical cannabis patient authorized by State of Hawai'i Department of Health. He is also legal, medical cannabis patient authorized by State of New Mexico Department of Health.
4. Relevant Alcohol, drug and illicit substance HEI Code of Conduct written by HEI attorneys: CEO Constance Hee Lau; Thao T. Tran, Sr. Associate General Counsel; Susan Li, Sr. Vice President, General Counsel, Chief Compliance & Administrative Officer & Corporate Secretary
  - d. Reporting to work under the influence of alcohol or drugs, drinking alcoholic beverages (other than as permitted at functions or events approved by your respective Company President), possession or the unprescribed use or distribution of any controlled substance or illegal drug, or any other illegal act which occurs on work premises (including any non-Company site where you are performing work on behalf of the Company) or during your work hours (including meal breaks or rest periods) or which interferes with work performance.\*
5. Relevant FairDealing HEI Code of Conduct written by HEI attorneys: CEO Constance Hee Lau; Thao T. Tran, Sr. Associate General Counsel; Susan Li, Sr. Vice President, General Counsel, Chief Compliance & Administrative Officer & Corporate Secretary.

**11. Fair Dealing**

The Company depends on its reputation for quality, service and integrity. The way we deal with our customers, competitors, suppliers and fellow employees molds our reputation, builds long-term trust and ultimately determines our success. You should endeavor to deal fairly with the Company's customers, suppliers, competitors and your fellow employees. We must never take unfair advantage of others through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice.

6. Relevant Values of HEI and HECO written by HEI attorneys: CEO Constance Hee Lau; Thao T. Tran, Sr. Associate General Counsel; Susan Li, Sr. Vice President, General Counsel, Chief Compliance & Administrative Officer & Corporate Secretary.



**Hawaiian  
Electric**

## Our Values

The following foundational values of our Companies are embodied in the way we interact and it is evident in every business decision we make:

### Safety

We live a culture of safety every day

### Aloha

We care for each other as family

We care for our community

We care for our Hawaii and its future

### Integrity

We are honest and ethical in our words and actions

### Excellence

We perform to the highest standards

We embrace change to make things better

We hold ourselves accountable

7. Relevant HEI and HECO Corporate Code of Conduct philosophy *'imi pono* — strive to be righteous — written by HEI attorneys: CEO Constance Hee Lau; Thao T. Tran, Sr. Associate General Counsel; Susan Li, Sr. Vice President, General Counsel, Chief Compliance & Administrative Officer & Corporate Secretary.

*'imi pono ~ to strive to be righteous*



Hawaiian Electric Industries Inc.

*'imi pono to strive to be righteous*



# ***Corporate Code of Conduct***

## II. HISTORY

8. HEI/ HECO did not require Mr. Goold submit to pre-employment drug screen prior to hire August 13, 2018. HEI does not require 100s of contract employees to submit to pre-employment or employment drug screen.
9. HECO valued Goold performance. Extended my contract December 2018 until July 31, 2019.
10. HECO valued Goold performance. Offered me opportunity to apply internal position January 2019.
11. HECO valued Goold performance. Selected me for internal position conditionally February 11, 2019. Required to pass background check and pre-employment drug screen.
12. HEI and HECO failed to provide any written or verbal information about alleged corporate policy restricting or prohibiting use of legal, prescribed medical cannabis.
13. Discussion with HECO HR director Shana Bucu February 27, 2019. Stated she has never seen any written information or policy about alleged corporate restriction or prohibition of use of legal, prescribed medical cannabis. Ms. Bucu has been with corporation over seven years.
14. Discussion with HECO HR rep Elizabeth “Liz” Deer February 14, 2019. Disclosed mobility disability and related legal, prescribed DOH medical cannabis authorization for chronic pain. Ms. Deer thanked Mr. Goold for being “pro-active” and stated he would “be fine.” Requested Mr. Goold provide copy DOH “329” card to HR office at future time.
15. Submitted to corporate required URINE drug screen at Straub Clinic February 14, 2019. Informed technician of legal, prescribed medical cannabis use.
16. About February 18, 2019, received confirmation from Straub Clinic drug screen showed active for cannabis. Informed clinic had reported results to HECO HR.
17. February 20, 2019, received phone call from Herman Lau, HECO IT Security, disclosing HECO HR had approved Goold official internal employment. Official *first day* would be February 25, 2019.
18. February 25, 2019, received phone call from Shana Bucu, terminating my employment with HECO per HEI corporate restriction on medical cannabis. Bucu claimed drug screen showed Mr. Goold was intoxicated and impaired in workplace; that he was danger to coworkers, company and general public; and that he was engaged in criminal behavior.
19. February 25, 2019, asked Shana Bucu to speak with HEI corporate legal team. She denied Mr. Goold’s request.
20. HEI required pre-employment URINE drug screen measures THC-COOH metabolites. This does not assess impairment or intoxication — just past use.
21. February 27, 2019, received phone call from Shana Bucu. Ms. Bucu reaffirmed claim drug screen showed Mr. Goold was intoxicated and impaired in workplace; that he was danger to coworkers, company and general public; and that he was engaged in criminal behavior. Mr. Goold asked to speak with HEI corporate legal team. Ms. Bucu said she would relay request but would not promise.

22. February 27, 2019 at 2:06PM, forwarded Memorialized transcript of earlier conversation. SEE Exhibit 1.
23. HEI attorneys refused to speak with Mr. Goold by email, phone or in-person.
24. Forced to hire attorney, Joseph T. Rosenbaum, for \$5,000.00 plus GET, to open conversation with HEI attorneys.
25. April 12, 2019, HEI attorneys respond to Rosenbaum demand letter. SEE Exhibit 2.
- a. HEI attorneys state (p1), "Mr. Goold did not pass his drug test." False. Per HEI Code of Conduct, Goold medication was legal and prescribed. HEI allows opioid medication.
  - b. HEI attorneys state (p1), "We questioned the validity of Mr. Goold's assertion that he informed the Company's HR Service Center Representative, Ms. Elizabeth Deer, of his disability and his use of cannabis for his disability prior to his drug test." Non-denial denial, unethical. Ms. Deer does not deny our conversation.
  - c. HEI attorneys state (p1-2), "*anguendo*, that Mr. Goold did tell Ms. Deer of his asserted disability ... It is undisputed that Hawaiian Electric was not aware of Mr. Goold's asserted disability and related medical issues at any time before the decision to rescind was made." Ms. Deer is Hawaiian Electric. Legal malpractice, unethical, violation of good faith.
  - d. HEI attorneys state (p1-2), "Mr. Goold admitted that Ms. Deer did not inform 'her superiors, including Ms. Bucu.'" Mr. Goold did not admit anything. Hearsay.
  - e. HEI attorneys state, (p2), "Mr. Goold, therefore, was not discriminated against because of his asserted disability." Unethical and bad faith conclusion.
26. HEI terminates negotiations May 3, 2019.

From: Tran, Thao <thao.tran@hawaiianelectric.com>  
Sent: Friday, May 3, 2019 12:16 PM  
To: 'Joseph T. Rosenbaum' <jtr@frlawhi.com>  
Cc: 'Christina Michailidis' <ejfujiwara.paralegal@gmail.com>; 'Elizabeth Jubin Fujiwara' <ejf@frlawhi.com>  
Subject: RE: Scott Goold

Hi Joe:

Thank you for your email and the proposed counteroffer. This is to inform you that we reject your counteroffer and, as you know, our offer is off the table as the deadline to respond to that offer has passed.

As mentioned in my previous phone conversation with you, the Company is discovering on a regular basis Mr. Goold's continued misrepresentation of, among others, our company's relationship with him, which was never an employer-employee relationship. Mr. Goold was never an employee of the Company and was not terminated from our Company. The Company has concerns with such misrepresentations.

Thank you,  
Thao

THAO T. TRAN

Senior Associate General Counsel  
Hawaiian Electric  
PO Box 2750 / Honolulu, HI 96840  
O: 808.543.4644  
E: thao.tran@hawaiianelectric.com

27. HEI terminated negotiators in part claiming falsely Mr. Goold spoke untruthfully.

“Mr. Goold was never an employee of the Company and was not terminated from our Company. The Company has concerns with such misrepresentations.”

28. Attorney for Mr. Goold in March 25, 2019, Demand Letter wrote. SEE Exhibit 3.

RE: HECO’s Wrongful Denial of Employment and Termination of Disabled Employee  
Scott Goold

Mr. Goold’s attorney stated he was “terminated.” HEI attorneys did not object.

29. Mr. Goold sends via email and Certified Letter July 24, 2019, to HEI attorneys announcing *pro se* status and requesting to meet. SEE Exhibit 4. HEI attorney refused to acknowledge or respond.

30. Mr. Goold emails “anniversary memo” to HECO team on about August 14, 2019. Receives auto-response from HEI attorney Thao Tran:

Aloha:

Thank you for your email. I'm currently out of the office. I will respond to you upon my return to the office. If you need more immediate assistance, please call my cell at (808) 265-4753 or email me. I will be checking email occasionally.  
Thank you.

31. Mr. Goold contacts Ms. Tran August 15, 2019 about 8:45AM at phone number provided previous day. Ms. Tran tells Mr. Goold she has family emergency and cannot speak at length. Asks Mr. Goold for his phone number and promises to return his call. Ms. Tran never returned his call.

32. HCRC filed Charge of Discrimination against HEI August 21, 2019. SEE Exhibit 5.

- Mr. Goold claims HEI attorneys failed to provide ethical, competent policy information to prospective employees, contracted employees and internal employees.
- 
- Mr. Goold claims HEI attorneys failed to engage him in good faith, ethical behavior and have violated legal practice requirements.
- 
- Mr. Goold claims HEI attorneys failed to respect his *pro se* status ethically and as professional requirements demand.

Scott Goold  
1778 Ala Moana Blvd  
Honolulu, HI 96815



EXHIBIT 1: Goold Phone Call Transcript February 27, 2019

**From:** Scott Goold  
**Subject:** Conversation with HECO HR Today  
**Date:** February 27, 2019 at 2:06 PM



**To:** shana.buco@hawaiianelectric.com, Yafuso, Lori lori.yafuso@hawaiianelectric.com  
**Cc:** Scott Goold, AnaMalia Goold

Hi Lori and Shana,

I received a call from Shana today and wanted to memorialize our conversation. I really appreciate Shana's time this morning. We spoke for over an hour. As always, she was kind, professional and gracious. Thank you, Shana!

I realize this situation is frustrating to all of us. We wanted and hoped to continue working together. The events of February 25th, the day of the untimely termination, was confusing and difficult for all of us. As I mentioned, I was shocked and blindsided. I had no knowledge my pain medication created a problem for HECO.

As a contractor, I did not have full access to HR or personnel pages. HECO provided me simply with Code of Conduct (Code). The Code is clear. Employees are prohibited from using "illegal" or "unprescribed" drugs. As the State of Hawai'i, and my former location, State of New Mexico, considers medical cannabis to be both legal and prescribed. I was unaware this medication would interfere with my path toward HECO employment. Other companies have tested me. As a medical cannabis patient, they ignored the positive results for cannabis. Employers told me my situation was a HIPPA issue and not a concern for their internal IT workgroups. Frankly, most companies and law enforcement are concerned today with meth, cocaine and opioids.

ONE

Prior to the drug screen, I notified HR about my profile. This is how I acted in previous situations with employers. I informed Ms. Deer of my legal DOH permit and that I was active on cannabis. She did not raise an objection or warn me medical cannabis was prohibited. Shana told me Ms. Deer was not tasked to do anything but arrange the test.

This creates a legal dilemma. Ms. Deer is an agent of HECO. HECO allegedly considers both cannabis and medical cannabis to be illegal substances. I admitted alleged "illegal" activity to HR. Apparently, Ms. Deer did nothing. Shana informed me Ms. Deer did not relay the information to her. This might be a violation of the Code. Ms. Deer is required by the Code to "report immediately" any suspected violation.

### Reporting Potential or Suspected Violations of the Code

All potential or suspected violations of applicable laws, rules, regulations, the Code of Company's related policies should be reported immediately to your supervisor, department director or manager, your Compliance Officer or compliance personnel, the Internal Department (for HECO, HELCO and MECO, the Corporate Audit Department) or, if appropriate HECO Environmental Compliance Committee. The person contacted should promptly bring potential or suspected violation of the Code to the attention of the appropriate Compliance Officer.

When I met with staff at Straub testing, I informed them of my active and legal medical cannabis use. When Dr. Kasuka (sp) called and spoke with me, I informed him of my active and legal medical cannabis use. I do not hide this, although I am discreet. I don't discuss my medications casually. I am open and transparent when the situation warrants disclosure.

TWO

I asked Shana why HECO considers medical cannabis to be illegal. She agreed with me the State of Hawai'i permits legal use. She said HECO's concern was the federal position. We agreed the FDA continues cannabis as a Schedule I drug. Yet I pointed out during the Obama administration, the DOJ officially stated the federal government would NOT intervene or interfere with state policy, unless the federal government found the state to be irresponsible. The federal government considers Hawai'i's medical cannabis program to be responsible.

Similar to President Clinton's evolution on gay lifestyle in the military, President Obama established a "don't ask, don't tell" type policy framework around medical cannabis. Attorney General Jeff Sessions of the Trump administration suggested he would overturn this policy. He didn't during his tenure. Newly appointed AG William Pelham Barr has indicated his DOJ would continue Obama administration policy regarding medical cannabis.

For the most part today, across the nation, nobody appears concerned about medical cannabis. We are far more alarmed about the deadly opioid prescription drug epidemic that leads to the tragic death of some 150 Americans each day. I was certified in 2009 to educate community groups about opioid addiction, overdose and use. There is a PowerPoint presentation on my LinkedIn account from 2010-11 where I discuss this important topic. As a PhD researcher in illicit and illegal drugs, I have refused opioid pain analgesics for my numerous surgeries. The risk is simply too great. I am unable to take many of the available alternatives for medical reasons. The best option was medical

cannabis.

### THREE

Aware of the trending acceptance of medical cannabis, and reading HECO code, I had no indication my medication would be problematic. I asked Shana why HECO didn't specifically state in the Code medical cannabis wasn't permitted. The lack of clarity causes confusion.

Second, I asked Shana about any written HECO policy regarding medical cannabis. She told me honestly, to the best of her knowledge, as of Feb. 27th, she never remembers seeing anything in HECO documentation about medical cannabis. She explained the policy was transmitted verbally through legal and HR ranks. This creates a legal dilemma as well. Medical cannabis is a serious issue. Serious policy decisions should be in writing.

### FOUR

Absent clear policy, HECO created confusion about their standards. As a trained professional in pain medication, I had no reason to believe my behavior might be in violation of company policy. I am being penalized for doing something I believed was legal and permitted. HECO must accept responsibly to fully and completely inform employees of their standards. Failure to do so may be considered "arbitrary and capricious" policy, although I'm not an attorney.

HECO does not drug test contractors and HECO relies on many contractors. If cannabis or other drugs are such a concern, why aren't contractors held to similar standards? This does not make logical sense. I've been on this medication since I started with HECO. Why was my position as a contractor terminated as well? HECO didn't believe I posed a threat on Day 1; why do they on Day 181?

Near the end of our conversation, I asked Shana why she didn't immediately remove me from duty when I notified Ms. Deer of my active cannabis use. HECO allegedly believes medical cannabis users pose a threat, a risk to safety and security, yet I was allowed to continue working for about two more weeks. Shana said she wasn't informed and didn't want to be held accountable for something of which she had not been informed. EXACTLY!!!

Righteous people don't punish each other when the person wasn't properly and reasonably informed. I had taken measured steps to be legal. Patients pay money out-of-pocket to be in the program. There are many regulatory hurdles. I made an active, informed and conscientious decision to ensure my behavior was legal.

### FIVE

I asked about applying for the position, Database Administrator, 3342, posted on 02/25/2019. Shana told me I had already applied, and since it's the same position, I cannot apply again. She said I'm still listed in the applicant pool, but disqualified due to the drug screen results. In sum, HECO will not consider me for this opportunity, as it's the same job. The job is different. The previous was Database Analyst, I believe. Lori mentioned the title didn't seem accurate. The position has officially changed in name.

Shana also said HECO policy does not allow me to be retested for the drug screen. Essentially, HECO will not allow me to be considered for employment going forward. This seems to be a form of Double Jeopardy. HECO considers medical cannabis use to be illegal. People who do illegal activities are criminals. Thus, by rules of transitive logic, HECO considers Scott Goold to be a criminal. For example:

- A=B
- B=C
- Therefore, A = C

I'm not a criminal. A court of law generally does not punish someone for a crime if the person reasonably believed they were engaged in legal behavior. Why then does HECO punish me?

### SIX

I'm an imperfect human being. We're all imperfect. HECO likewise isn't a perfect company. I am sorry for this situation. I ask HECO to be sorry as well. We have an amazing relationship. We are doing excellent work. We make an awesome team and we have much work to do going forward together.

Ms. Deer may have made a mistake. Shana may have made mistakes. I may have made mistakes. The legal team may have made mistakes. We could sort this out litigiously in a hostile environment. I don't believe this is the preferred choice by any of us. This isn't aloha. This isn't the Hawaiian way.

Concluding by phone with Shana today, I asked for a meeting. I adore the Hawaiian tradition of ho'oponopono. What a sophisticated means of dispute resolution! There is no wise reason to break up this team. This minor issue can be easily resolved if we have the will to meet and talk with each other.

This is an amazing company staffed by tremendously talented and dedicated people. Please allow our greatness to shine at this challenging time. This situation offers us an opportunity to reveal our true character!

At the end of the day,

Aiona and manaio!

ps — although I took notes, I did not record my conversation with Shana. She told me she didn't record our conversation either. I've done my best to accurately report what we discussed. I apologize in advance if I've misstated anything said by Shana. Please feel free to correct the record if my recollection or perception is flawed.

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Scott Goold

"I Can't Accept Not Trying"

EXHIBIT 2: HEI April 12, 2019 Response to Goold Demand Letter



**SUBJECT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE  
AND THE HAWAII RULES OF EVIDENCE**

April 12, 2019

Via U.S. Postal Mail &  
Email ([jtr@frlawhi.com](mailto:jtr@frlawhi.com))

Joseph T. Rosenbaum, Esq.  
Fujiwara & Rosenbaum, LLLC  
1100 Alakea Street, Floor 20, Suite B  
Honolulu, HI 96813

**Re: Mr. Scott Goold**

Dear Joe:

Hawaiian Electric Company, Inc. ("Hawaiian Electric" or the "Company") is in receipt of your letter, dated March 25, 2019, which requests that the Company reconsider its rescission of the conditional offer of employment to Mr. Jeffrey Scott Goold (also known as Mr. Scott Goold) due to his confirmed positive drug test. Thank you for the additional time to consider and respond to your request.

At the outset, we do not agree with the conclusion that Hawaiian Electric violated the disability discrimination law. Such conclusion is based on substantial factual and legal errors contained in the commentary of your letter, which need to be corrected before any meaningful settlement discussion can take place.

Hawaiian Electric has a strong commitment to maintaining a non-discriminatory working environment. Hawaiian Electric also has a vital interest in ensuring a safe working environment for all employees, including the prevention of possible accidents and injuries resulting from the potential misuse of alcohol and drugs. The unlawful or improper presence or use of drugs or alcohol in the workplace presents a danger to everyone.

In this respect, Hawaiian Electric maintains a drug-free workplace policy and requires all applicants to whom Hawaiian Electric has given a conditional offer of employment to submit to a pre-employment drug test and receive a negative result as a condition of employment. Any applicant who received a confirmed positive drug test result will be ineligible for employment with Hawaiian Electric. Consistent with Hawaiian Electric's established process, Mr. Goold was offered the position of Database Analyst, conditioned upon his negative drug test. Mr. Goold, however, did not pass his drug test. Upon receiving the confirmed positive test and consistent with the express terms of Mr. Goold's conditional offer, Hawaiian Electric rescinded the conditional offer of employment to Mr. Goold.

We questioned the validity of Mr. Goold's assertion that he informed the Company's HR Service Center Representative, Ms. Elizabeth Deer, of his disability and his use of cannabis for his disability prior to his drug test.<sup>1</sup> Ms. Deer's responsibility in the pre-employment process was to schedule a date and time for the drug screen and communicate such appointment to the applicant. Indeed, even if, assuming *arguendo*, that Mr. Goold did tell Ms. Deer of his asserted disability, Mr. Goold admitted that Ms. Deer

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<sup>1</sup> We further questioned the accuracy of Mr. Goold's summary of his conversation with Ms. Shana Buce, the Company's HR Business Partner, and the events that transpired. However, for purposes of this letter, we do not deem it necessary to delve into the particulars of the factual errors.

did not inform “her superiors, including Ms. Bucu,” the Company’s HR Business Partner, of his medical use of cannabis. In this respect, Hawaiian Electric could not have been motivated to rescind Mr. Goold’s job offer because of his “disability and related medical issues” or his use of cannabis for medicinal purpose, as Mr. Goold so claimed. It is undisputed that Hawaiian Electric was not aware of Mr. Goold’s asserted disability and related medical issues at any time before the decision to rescind was made. Rather, as discussed above, Mr. Goold received a positive drug test and, in accordance with the Company drug-free workplace policy and as consistently enforced with all applicants testing positive, Mr. Goold was no longer eligible to work at Hawaiian Electric.

**Mr. Goold, therefore, was not discriminated against because of his asserted disability.** The Hawaii Supreme Court has declared that, because the Hawaii statute and Hawaii Administrative Rules (“HAR”) prohibiting discrimination based on disability are textually similar to the Americans with Disabilities Act (“ADA”), it adopted the analysis for establishing *prima facie* case of disability discrimination under Hawaii Revised Statutes (“HRS”) § 378-2 that was established in Sutton v. United Air Lines, Inc., 527 U.S. 417 (1999). French v. Hawaii Pizza Hut, Inc., 105 Hawaii 462, 467, 99 P.3d 1046, 1051 (2004). Specifically, to establish a *prima facie* case of disability discrimination,

a plaintiff has the burden of establishing that: (1) he or she is an individual with a “disability” within the meaning of the statute; (2) he or she is otherwise qualified to perform the essential duties of his or her job with or without reasonable accommodation; and (3) he or she suffered an adverse employment decision **because of his or her disability.**

Id. (citation omitted) (emphasis added). There must be a causal link between Mr. Goold’s asserted disability and the adverse employment action, *i.e.*, the rescission of the offer of employment. There is no such link in this case and Mr. Goold cannot prove otherwise. Mr. Goold cannot deny that Hawaiian Electric withdrew its offer because he tested positive for cannabis, which reflected his use of cannabis. Mr. Goold will not be able to demonstrate that his employment offer was rescinded because of his asserted disability, which was never disclosed to Hawaiian Electric.

**Moreover, Hawaiian Electric is not legally obligated to engage in the interactive process, even if Mr. Goold informed the Company of his qualified status as a medical cannabis user.** As discussed above, Hawaii courts have determined that, because of the textual similarity between the ADA and Hawaii statutes and HAR prohibiting disability discrimination, they look “to the federal courts’ interpretation of the ADA for guidance.” Suzuki v. State, 119 Hawaii 288, 297-98, 196 P.3d 290, 299-300 (App. 2008); French, 105 Hawaii at 476, 99 P.3d at 1051. Like the ADA, the HAR relating to disability discrimination, promulgated to implement HRS Chapter 378, provides that the protection of the discrimination statute does not apply to persons who are currently engaged in the illegal use of drugs. HAR § 12-46-19. The federal Controlled Substances Act prohibits the possession of marijuana without regard to whether it is used for medicinal purposes. It follows that interpreting Hawaii disability discrimination law consistent with the ADA, Hawaii disability discrimination law also does not apply to persons who are currently engaged in the use of medical marijuana. Indeed, nothing in Part IX of HRS Chapter 329 (Medical Use of Cannabis), which you conveniently did not mention in your letter, requires an accommodation for the medical use of cannabis or limit the range of allowable private employment actions. The legislature could have very well provided employment protection for qualified medical cannabis users, just as it carved out protection against prosecution involving cannabis and searches and seizures pertaining to the misapplication of the medical use of cannabis. HRS § 329-125. It did not. Other courts have found that their similar state medical marijuana laws do not regulate private employment action. See Casias v. Wal-Mart Stores, Inc., 695 F.3d 428 (6<sup>th</sup> Cir. 2012) (Michigan Medical

Marihuana Act (MMMA) did not restrict private employer's ability to discipline employee for medical marijuana use, and thus, could not support wrongful discharge claim – its law only afforded defense against criminal prosecution and did not expressly refer to employment); Roe v. TeleTech Customer Care Mgmt., LLC, 216 P.3d 1055 (Wash. App. 2009) (“[I]t is unlikely that voters intended to create such a sweeping change to current employment practices [under the Medical Use of Marijuana Act].”); Ross v. RagingWire Telecomms., Inc., 174 P.3d 200, 203 (Cal. 2008) (“Nothing in the text or history of the Compassionate Use Act [California's medical marijuana law] suggests the voters intended the measure to address the respective rights and duties of employers and employees.”). Hawaiian Electric, therefore, was under no legal obligation to make an exception to its drug-free workplace policy for Mr. Goold, regardless of his medical cannabis prescription.

Based on the foregoing, we are unconvinced that Mr. Goold will be able to prevail on his discrimination claims against Hawaiian Electric.

However, this letter is made in the spirit of compromise and settlement. Nothing in this letter is intended to be an admission of any fact or other matter and is made pursuant to Rule 408 HRE and FRE.

Hawaiian Electric is willing to re-offer Mr. Goold the position of Database Analyst, under the same terms and conditions as discussed in his offer letter, dated February 11, 2019, provided that Mr. Goold agrees to the following additional terms and conditions:

1. Per his request and before he can commence work with the Company, Mr. Goold will be provided the opportunity to obtain an alternative medication so that he is no longer using cannabis.
2. Mr. Goold must re-take and pass a drug test prior to his first day of work with the Company. This drug test shall include but not be limited to testing for cannabis and its components. Mr. Goold will be allowed not more than ninety (90) calendar days to provide a negative drug test result from the execution of this agreement. During this 90-day period, Mr. Goold is required to provide a drug test result every thirty (30) calendar days from the execution of this agreement showing that the amount of cannabis and its components are decreasing with each test. Testing shall be administered at a Company approved facility and the cost of the tests shall be at Mr. Goold's expense. Failure to provide the negative drug test or a result of the drug test showing the decreasing of cannabis and its components within the prescribed time period will result in permanent rescission of the offer of employment.
3. For a period of twelve (12) months from his first day of work with the Company, Mr. Goold will be subject up to four (4) unannounced drug tests, at any date and time (during Mr. Goold's regular work hours) determined in the Company's sole discretion. A positive test result will be grounds for immediate termination of employment, notwithstanding the violation disciplines set forth in the Company's Substance Abuse Policies and Procedures and regardless in any change in laws relating to the use of medically prescribed marijuana unless such law is expressly made retrospective to existing contracts previously executed.
4. Mr. Goold, his heirs, assigns and personal representatives (the “Releasing Parties”) agree to forever release, without any condition, any and all claims, whether known or unknown, from the beginning of time to the date of this Agreement, that they may have against Hawaiian Electric, its officers, directors, agents, employees, representatives, insurers, including any parent, subsidiaries and affiliated entities and all of their respective heirs and/or assigns (the “Released



Parties"). This includes but shall not be limited to any and all claims asserted and/or alluded to in communications with Hawaiian Electric (including your letter dated March 25, 2019) and any and all claims under any state, federal or local law arising out of and/or related to Mr. Goold's offer of employment and rescission of such offer.

5. Should Mr. Goold be terminated from employment as of result of his positive test or a breach of this Agreement, Mr. Goold shall not reapply to Hawaiian Electric for employment and shall not, individually and/or with any other person(s) and/or entity(ies) and/or in any way, file and/or otherwise commence, join, assist, prosecute, encourage, cause or permit any lawsuits, actions, claims, demands, and/or other proceeding against the Released Parties arising out of, involving and/or related to events, occurrences, and/or transactions predating the date of his termination from employment.
6. The Released Parties do not admit any wrongdoing and specifically deny any wrongdoing.
7. Mr. Goold also will not disclose, orally or in writing, directly or indirectly, the terms of settlement with Hawaiian Electric or the terms of this Agreement. Mr. Goold may make such disclosure to his attorneys and/or as required by any court subpoena or court order. In the event of a breach under the terms of this provision, such a breach shall be considered a material breach for which Mr. Goold agrees there is no adequate remedy at law and Hawaiian Electric shall be entitled to terminate Mr. Goold's employment and may seek temporary and permanent injunctive relief together with damages and recovery of its attorneys' fees and costs.
8. As an employee of the Company, Mr. Goold agrees to perform his work and responsibilities in a satisfactory manner and abide by all policies and procedures of the Company, as adopted and revised by the Company from time to time, including but not limited to the Corporate Code of Conduct, Substance Abuse Policies and Procedures, and Social Media Policy.
9. Nothing in this Agreement may be used to justify interfering with Mr. Goold's protected rights (e.g., to file a charge or to participate in an investigation or proceeding conducted by any federal, state or local governmental agency); however, the Releasing Parties agree to waive and shall waive any remedy that may be awarded and the amounts paid herein shall be considered an advance on any awards.
10. Nothing in this Agreement is intended or should it be considered as an employment contract for a definite or indefinite period of time. Mr. Goold understands that the offer of employment is for at-will employment.
11. This Agreement contains the entire understanding of the parties hereto, and fully supersedes any and all prior agreements or understandings pertaining to the subject matter of this Agreement. In the event any provision of this Agreement is found to be unlawful, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement and the court/arbitrator may revise the offending provision and enforce the remaining provisions, that it deems valid.
12. This Agreement is entered into and shall be governed by, enforced in, and interpreted under the laws of the State of Hawaii. In the event of a dispute or breach of any of the terms of this letter, the parties agree to arbitrate any such disagreement in Honolulu, Hawaii, pursuant to the

existing arbitration rules and procedures of Dispute Prevention and Resolution, Inc. ("DPR"). The parties agree to use the Arbitrator selection procedures set forth by DPR, and as provided for by the Federal Arbitration Act.

13. This Agreement may be executed in two or more counterparts, or by e-mail/facsimile, and any set of counterparts, which is collectively executed by all the parties, shall be sufficient proof of the Agreement.
14. Once this Agreement is fully executed and accepted, the parties agree that the terms of the Agreement are enforceable and that each party will be responsible for paying its own attorneys' fees and costs.

The above offer will expire unless accepted in writing and received by our office on or before **Monday, April 22, 2019 at 4:00 p.m. HST.**

Thank you for your prompt attention to this matter. We look forward to hearing from you soon.

Sincerely,



Thao T. Tran  
Sr. Associate General Counsel

**UNDERSTOOD AND AGREED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JEFFREY SCOTT GOOLD  
(also known as SCOTT GOOLD)

\_\_\_\_\_  
JOSEPH T. ROSENBAUM, ESQ.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

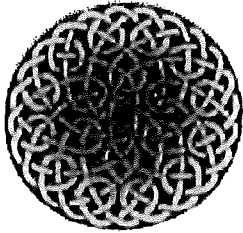
**UNDERSTOOD AND AGREED:**

HAWAIIAN ELECTRIC COMPANY, INC.

\_\_\_\_\_  
By: Susan Li  
Its: Sr. Vice President, General Counsel, Chief Compliance  
& Administrative Officer & Corporate Secretary

\_\_\_\_\_  
Date:

EXHIBIT 3: March 25, 2019 Goold Demand Letter



*Fujiwara & Rosenbaum, LLC*  
1100 Alakea Street, FL 20, STE B  
Honolulu, Hawaii 96813

March 25, 2019

*Sent Via Certified Mail*

*Written Pursuant to  
HRE/FRE 408*

Constance H. Lau  
President and CEO, Hawaiian Electric Industries  
1001 Bishop St., Ste 2900  
Honolulu, Hawaii 96813

Alan M. Oshima  
President and CEO, Hawaiian Electric Company  
1001 Bishop St., Ste 2900  
Honolulu, Hawaii 96813

Re: HECO's Wrongful Denial of Employment and Termination of Disabled  
Employee Scott Goold

Subject: *You have an opportunity to rectify a wrong against a dedicated and  
deserving man who was willing to change his medicine to be brought on board as an employee  
at Hawaiian Electric Company*

Dear Ms. Lau and Mr. Oshima:

This office represents Scott Goold, a disabled man, with respect to the above-referenced matter. This demand letter invites you to discuss the settlement and resolution of Mr. Goold's legal claims against Hawaiian Electric Industries (HEI) and Hawaiian Electric Company (HECO), who will be collectively referred to as "HECO" hereinafter. Mr. Goold is interested in being placed in the position at HECO that he would have received but for the discrimination described below.

HECO has clearly violated Mr. Goold's right to be free from, *inter alia*, disability discrimination in the workplace. **By noon Hawaii Standard Time on April 8, 2019 indicate your willingness, or lack thereof, to enter into good faith settlement negotiations short of our office filing Mr. Goold's lawsuit against the HECO alleging disability discrimination.** If you are willing to enter into good faith settlement negotiations, we will gladly engage said negotiations to get Mr. Goold back to work. If we are ultimately unable to agree upon a just settlement for Mr. Goold in

Letter to Constance Lau  
March 25, 2019  
Page 2

getting him back to work, we will be forced to pursue a lawsuit against HECO to exercise and protect Mr. Goold's legal rights that have clearly been disregarded.

### **The Facts**

On or about August 13, 2018, Mr. Goold was hired on at HECO as a contractor through EdgeRock Technologies at ninety dollars (\$90.00) per hour and for approximately forty (40) hours per week. Mr. Goold initial contract with HECO was set to expire at the end of 2018 before it was extended to approximately July 2019.

Then after applying for an internal position with HECO, Database Analyst, and passing a background check, Mr. Goold was offered the position on February 11, 2019. Mr. Goold starting salary at HECO was to be one hundred thousand dollars (\$100,000.00) annually. Mr. Goold signed an agreement with HECO that he would have to pass his drug screen to become employed. Mr. Goold signed said agreement based on his assumption that "legal" medications would not be a problem on the drug screen as he had dealt with this issue with previous employers and it was not a problem.

On February 12, 2019, Mr. Goold received an email from HECO's human resources representative Shana Bucu informing him that the next step in his hiring process was to go through his pre-employment drug screen. On February 14, 2019 at around 9:45 a.m., Mr. Goold, via a telephone call, informed HECO's human resources representative Elizabeth "Liz" Deer that he suffered from a disability, was a legal patient in the State of Hawai'i Department of Health's Medical Cannabis Program and that he used medical cannabis for his disability. As such, Mr. Goold informed Ms. Deer that he would likely test positive for cannabis on his pre-employment drug screen. Ms. Deer responded by saying, "Thank you for being proactive." Mr. Goold offered to provide a copy of his medical cannabis card. Ms. Goold stated, "That will be fine." Ms. Deer did not warn Mr. Goold that HECO prohibited an employee from using medical cannabis and continued on to tell Mr. Goold the logistics of the drug screen. Consequently, Mr. Goold thought that HECO would recognize his legal and physician recommended medicine as his prior employers had. That very day Mr. Goold took his drug screen.

On February 20, 2019, Mr. Goold was told by HECO Information Technologies Security's Herman Lau that HECO human resources said Mr. Goold's start date was to be Monday, February 25, 2019.

Letter to Constance Lau

March 25, 2019

Page 3

Then on February 25, 2019, HECO, via human resources representative Shana Buco, withdrew its offer of employment to Mr. Goold and also terminated his contract position. Mr. Goold was told these actions were taken because his drug test came back positive and HECO has a zero-tolerance policy. Ms. Buco stated that the company went by the federal standard. Mr. Goold was completely shocked that HECO was discriminating against him based on the medicine he needs to treat his disability and related medical issues.

On February 26, 2019, Mr. Goold wrote the first of many communications to Ms. Buco urging her and HECO to rethink its decision as Mr. Goold was compliant with the Hawai'i law, was never impaired at work, never brought his medicine onto HECO property and was never unsafe or underperforming while working at HECO. See attached letter emailed to Ms. Buco on February 26, 2019. In said letter, Mr. Goold cites HECO's own Corporate Code of Conduct policies regarding disability discrimination and providing reasonable accommodations to disabled employees. Mr. Goold also cites HECO's policy regarding the waiver of portions of the Corporate Code of Conduct where warranted. In sum, Mr. Goold requested that HECO's non-hire decision be rescinded and his offer of employment be reinstated. Also on February 26, 2019, Mr. Goold wrote another email to Ms. Buco reiterated that he had not been informed of HECO's medical cannabis prohibition when he spoke with Ms. Deer and also stated that he could have switched medicines if he would have known. Mr. Goold pleads to be given an opportunity to change his medicine and come on to work with HECO. Mr. Goold also requested a session of ho'oponopono to try to sit down with all parties, discuss the issue and try to resolve it amicably. Mr. Goold even went so far as to reapply for the same position knowing he could change medicine. Mr. Goold was notified that he could not reapply.

On Wednesday, February 27, 2019, Mr. Goold spoke with Ms. Buco over the phone to appeal HECO's decision. Mr. Goold told Ms. Buco that he didn't know about and was not informed of HECO's medical cannabis prohibition as his medicine is legal and prescribed. Mr. Goold also stated that the HEI Company Code of Conduct is misleading as it only prohibits illegal or unprescribed drugs, those used on work time or those that interfere with work performance. Mr. Goold's medical use of cannabis violated none of these policies. Moreover, Ms. Deer did not disclose Mr. Goold's legal medical cannabis use to her superiors, including Ms. Buco, when Mr. Goold informed her of his medical use of cannabis prior to the drug screen. During the call, Ms. Buco admitted that she didn't remember ever seeing a written HECO policy regarding medical cannabis and that the policy was transmitted verbally from

Letter to Constance Lau  
March 25, 2019  
Page 4

legal and human resources. *See* attached the summary of conversation of February 27, 2019.

On March 1, 2019, Mr. Goold again wrote Ms. Bucu an email again requested to be returned to work. *See* attached email dated March 1, 2019.

Mr. Goold thereafter sent numerous emails to Ms. Bucu stating, amongst other things, that he could change his medicine and that he wanted to return to work at HECO. He received no response whatsoever. *See* attached emails of March 2019.

The discriminatory non-hire and termination of Mr. Goold's contract at HECO is clearly actionable in court as HECO's lack of engagement with Mr. Goold in trying to find him a reasonable accommodation is a very clear and easy to prove violation of the law. If Mr. Goold is forced to litigate this matter against HECO in state court, he will without doubt pass summary judgment on his disability claim and will inevitably be redeemed by way of a jury verdict against HECO.

### **The Law**

#### **Hawai'i Revised Statute § 378-2. Discriminatory Practices Made Unlawful; Offenses Defined**

It shall be an unlawful discriminatory practice:

(1) Because of race, sex, sexual orientation, age, religion, color, ancestry, disability, marital status, or arrest and court record:

(A) For any employer to refuse to hire or employ or to bar or discharge from employment, or otherwise to discriminate against any individual in compensation or in the terms, conditions, or privileges of employment;...

(2) For any employer, labor organization, or employment agency to discharge, expel, or otherwise discriminate against any individual because the individual has opposed any practice forbidden by this part or has filed a complaint, testified, or assisted in any proceeding respecting the discriminatory practices prohibited under this part;

Employers are fairly savvy these days. Often, there is no direct evidence that the employer had a discriminatory motive in the termination of an employee. Because it is difficult, if not impossible, to read the minds of the employer's decisionmakers, the United States Supreme Court articulated a three-step analytical framework for establishing indirect/circumstantial evidence of a discriminatory motive. *See McDonnell Douglas Corp. v. Green, 411 U.S. 792, 802-07 (1973).*

The *McDonnell Douglas* circumstantial evidence proof framework, which has been adopted by the Hawai'i Supreme Court in numerous cases involves three (3) steps. First, the plaintiff must establish a *prima facie* case of discrimination by demonstrating, by a preponderance of evidence, the following four elements: (1) that plaintiff is a member of a protected class; (2) that plaintiff is qualified for the position for which plaintiff has applied or from which plaintiff has been discharged; (3) that plaintiff has suffered some adverse employment action, such as a discharge; and (4) that the position still exists. *See McDonnell Douglas*, 411 U.S. at 802, 93 S.Ct. 1817; *Texas Dep't of Community Affairs v. Burdine*, 450 U.S. 248, 253 n. 6, 101 S.Ct. 1089, 67 L.Ed.2d 207 (1981) (reaffirming elements of the *prima facie* case as set forth in *McDonnell Douglas*); *see also Teague*, 89 Hawai'i at 279 n. 10, 971 P.2d at 1114 n. 10 (citing *Furukawa*, 85 Hawai'i at 12, 936 P.2d at 648).

Once the plaintiff establishes a *prima facie* case of discrimination, the burden of production shifts to the defendant to articulate a legitimate, nondiscriminatory reason for the adverse employment action. *See McDonnell Douglas*, 411 U.S. at 802–03, 93 S.Ct. 1817; *see also Teague*, 89 Hawai'i at 279 n. 10, 971 P.2d at 1114 n. 10 (citing *Furukawa*, 85 Hawai'i at 12, 936 P.2d at 648). The employer's explanation must be in the form of admissible evidence and must clearly set forth reasons that, if believed by the trier of fact, would support a finding that unlawful discrimination was not the cause of the challenged employment action. *Burdine*, 450 U.S. at 254–55, 101 S.Ct. 1089.

Finally, if the employer rebuts the *prima facie* case, the burden reverts to the plaintiff to demonstrate that the defendant's proffered reasons were “pretextual.” *See McDonnell Douglas*, 411 U.S. at 804, 93 S.Ct. 1817; *Burdine*, 450 U.S. at 254–55, 101 S.Ct. 1089; *Harrison v. Metropolitan Gov't of Nashville & Davidson County*, 80 F.3d 1107 (6th Cir.1996) (African American officer showed that the reasons given by the employer were pretextual by adducing evidence that a white officer was not terminated for comparable reasons), *cert. denied*, 519 U.S. 863, 117 S.Ct. 169, 136 L.Ed.2d 111 (1996); *see also Teague*, 89 Hawai'i at 279 n. 10, 971 P.2d at 1114 n. 10 (citing *Furukawa*, 85 Hawai'i at 12, 936 P.2d at 648). A plaintiff may establish pretext “either directly by persuading the court that a discriminatory reason more likely motivated the employer or indirectly by showing that the employer's proffered explanation is unworthy of credence.” *Burdine*, 450 U.S. at 256, 101 S.Ct. 1089 (citing *McDonnell Douglas*, 411 U.S. at 804–05, 93 S.Ct. 1817).

For Mr. Goold to make out his *prima facie* case of discrimination he would need to meet the requirements of *McDonnell Douglas*, which he can do without question.

### **Mr. Goold's Prima Facie Case**

#### **1. Is Mr. Goold a member of a protected group?**



Yes. Mr. Goold is disabled under the law.

**2. Was Mr. Goold qualified for the position?**

Yes. You only have to Mr. Goold's offer of employment to see he meets this prong of the *McDonnell Douglas* test.

**3. Was Mr. Goold denied employment and terminated?**

Yes.

**4. Does the position still exist?**

Yes.

At this point in the legal analysis for Mr. Goold to win in front of a jury he would have to show that the reason for his non-hire was pretextual. *See Adams v. CDM Media USA, Inc.*, 135 Hawai'i 1, 14, 346 P.3d 70, 83 (2015) (a plaintiff may establish pretext by persuading the court that a discriminatory reason more likely motivated the employer or by showing that the employer's proffered explanation is unworthy of credence." **It is a violation of the Hawai'i employment discrimination law for an employer to discharge an individual for reasons unrelating to the individual's ability to perform the work in question.** *Id.* at 23. Mr. Goold will without doubt be able to prove to the jury that he was more than qualified for the position and performing at a high level.

The ADA, and associated state law in similar part, provides that "[n]o covered entity shall discriminate against a qualified individual with a disability because of the disability...." 42 U.S.C. § 12112(a). An individual is a "qualified individual with a disability" if she can perform the essential functions of the position that she holds or desires, with or without reasonable accommodation. 42 U.S.C. § 12111(8); *Kennedy v. Applause*, 90 F.3d 1477, 1481 (9th Cir.1996); *see also Cripe v. City of San Jose*, 261 F.3d 877, 884 (9th Cir.2001). It is an act of discrimination to fail reasonably to accommodate a qualified employee with a disability unless the employer can show that such an accommodation would impose an undue hardship. *See* 42 U.S.C. § 12112(b)(5)(A); *see also McAlindin v. County of San Diego*, 192 F.3d 1226, 1236 (9th Cir.1999), *amended by*, 201 F.3d 1211 (9th Cir.), *cert. denied*, 530 U.S. 1243, 120 S.Ct. 2689, 147 L.Ed.2d 961 (2000); *Braunling v. Countrywide Home 1253\*1253 Loans Inc.*, 220 F.3d 1154, 1157 (9th Cir. 2000).

Under the framework of the ADA an employer must reasonably accommodate the employee's disability. 29 C.F.R. § 1630.9 (2006). The Ninth Circuit has made clear that the employer must affirmatively engage in the "interactive process in order to identify, if possible, a reasonable

Letter to Constance Lau  
March 25, 2019  
Page 7

accommodation that would permit [the employee] to retain [her] employment." *Dark v. Curry County*, 451 F.3d 1078, 1088 (9th Cir., 2006); *see also Morton v. United Parcel Service*, 272 F.3d 1249 (9th Cir. 2002), (making clear that summary judgment is available only where there is no genuine dispute that the employer has engaged in the interactive process in good faith).

In *Morton* out of the 9<sup>th</sup> Circuit, in which plaintiff Morton requested an accommodation and the defendant UPS did not engage Morton in the interactive process to see if a reasonable accommodation existed, the 9<sup>th</sup> Circuit held that summary judgment in favor of the defendant UPS on plaintiff Morton's ADA claim was improper. The *Morton* Court explained:

Those circumstances, most notably, include the fact that UPS, by its own admission, did not participate with the plaintiff in the interactive process that the statute contemplates. *See Barnett v. U.S. Air, Inc.*, 228 F.3d 1105, 1113-14 (9th Cir.2000) (en banc), *cert. granted*, \_\_\_ U.S. \_\_\_, 121 S.Ct. 1600, 149 L.Ed.2d 467 (2001) (granting certiorari on an unrelated issue). *Barnett* holds that "employers, who fail to engage in the interactive process in good faith, face liability for the remedies imposed by the statute if a reasonable accommodation would have been possible." *Id.* at 1116; *see also id.* ("[S]ummary judgment is available only where there is no genuine dispute that the employer has engaged in the interactive process in good faith.") It is the employer's responsibility, through participation in the interactive process, to assist in identifying possible accommodations. *Id.* at 1115. Here, UPS does not argue that it *did* engage in good faith in the interactive process. The question whether this failure should be excused because there would in any event have been no reasonable accommodation available is one as to which the employer, not the employee, should bear the burden of persuasion throughout the litigation. *See id.* at 1115-16 ("[T]he jury is entitled to bear in mind that had the employer participated in good faith, there may have been other, unmentioned possible accommodations.") *Id.* at 1256.

The situation in the present matter is nearly identical to *Morton*. Mr. Goold requested an accommodation in being able to change his medicine to one not prohibited by HECO to get him back to work. At that point HECO had a duty to engage Mr. Goold in the "interactive process" to determine if a reasonable accommodation could be found to get him back to work. However, the HECO completely failed to engage Mr. Goold in the required "interactive process" even though an accommodation could have been found to get Mr. Goold back to work. This is a clear violation of the law.

### **Settlement Demand**

Mr. Goold is not interested in a monetary settlement with HECO and simply wants to be placed back at work in the job he applied for. If HECO is unwilling to place Mr. Goold in the workplace then he will have no choice, but to seek his lost wages, emotional distress damages and attorneys' fees.

Letter to Constance Lau  
March 25, 2019  
Page 8

If we are not able to come to an agreement that provides Mr. Goold with a fair resolution of this matter, Mr. Goold will pursue his case through the court. Based on the facts and law, stated *supra*, we can reasonably expect to win a lawsuit against HECO, if one is necessary. However, to explore the prospect of resolving this matter before litigation, we extend this offer of settlement. This offer is, however, contingent upon the HECO's willingness to enter into good faith settlement negotiations promptly, no later noon on April 8, 2019.

**This demand letter is submitted for settlement discussions only, pursuant to Rule 408, FRE and HRE, and is not to be used in anyway in defense of the case.**

Sincerely,



JOSEPH T. ROSENBAUM

**P.S. To insure there is no misunderstanding, I am hereby notifying you in advance that our willingness to compromise is related solely to this round of negotiations. If we do not settle during this round, we will withdraw the offer and the demand will be increased after filing with the agency. HECO should also be aware that Mr. Goold has a statutory right to recover all of his attorneys' fees from HECO in the event that he prevails in his discrimination lawsuit against HECO. Through litigation Mr. Goold's attorneys' fees will easily be over \$100,000.00.**

EXHIBIT 4: Goold *Pro Se* Certified Letter of July 24, 2019

**July 24, 2019**

Constance Hee Lau  
President and CEO, Hawaiian Electric Industries, Inc.  
1001 Bishop St., Ste 2900  
Honolulu, Hawai'i 96813

Alan M. Oshima  
Chairman, President and CEO, Hawaiian Electric Company, Inc.  
1001 Bishop St., Ste 2900  
Honolulu, Hawai'i 96813

**RE: Wrongful Denial of Employment and Termination of Disabled Employee Scott Goold**

Hawaiian Electric Industries, Inc. and Hawaiian Electric Company, Inc. [herein HEI] wrongfully denied Scott Goold employment and wrongfully terminated Scott Goold on February 25, 2019.

HEI has refused to communicate directly with Mr. Scott Goold since February 27, 2019. This forced Mr. Goold to hire expensive attorneys from Fujiwara & Rosenbaum, LLC [herein attorneys]. Mr. Goold believes attorneys did not act in his best interest — which was to negotiate his immediate return to work. Rather, Mr. Goold believes attorneys deliberately neglected to zealously defend his rights to purposely frustrate negotiations and move this matter toward formal court proceedings. This action is not in the interest of Mr. Goold or HEI, and only served the financial interests of attorneys.

Mr. Goold thereby represents himself *pro se* in a final attempt to achieve an amicable and just resolution to his minor conflict. Mr. Goold and his wife have over \$350,000 in liquid and semi-liquid personal resources. They are committed to resolving this matter at the lowest level possible, but are willing to hire an expert legal team if needed.

Mr. Goold was terminated unjustly for his use of medical cannabis. Mr. Goold is a member of over 26,000+ patients in Hawai'i who have a legal and prescribed license to use medical cannabis. Mr. Goold recognizes HEI might be confused about the latest science in this matter. HEI policy would have allowed Mr. Goold to use a prescribed legal opioid medication. This is neither reasonable nor rational corporate behavior.

Tens of thousands of deaths are linked to opioid use. The State of Hawai'i now sues the Sackler family and Purdue Pharma due to their alleged role in the national opioid epidemic. Mr. Goold is highly trained in opioid addiction and pain management through the University of New Mexico School of Medicine. When offered opioids or cannabis to manage his long-term chronic pain, Mr. Goold's scientific and medical background led him to select medical cannabis.

In HEI's letter *RE Scott Goold* to attorneys on April 12, 2019, Thao T. Tran, Sr. Associate General Counsel, wrote, "Hawaiian Electric maintains a drug-free workplace policy." This is inconsistent with HEI action and information available to employees and prospective candidates.

HEI recruited Mr. Goold through Edgerock Technologies. HEI never informed Mr. Goold of a medical cannabis prohibition. Mr. Goold started with HEI on August 13, 2019. HEI never informed Mr. Goold of a medical cannabis prohibition. HEI policy does not state this. Instead, it suggests medical cannabis would be permitted — as Mr. Goold has a legal and prescribed authorization to use this medication, which the State of Hawai'i legalized in 2000. (See below. Emphasis in RED)

- d. Reporting to work under the influence of alcohol or drugs, drinking alcoholic beverages (other than as permitted at functions or events approved by your respective Company President), possession or the unprescribed use or distribution of any controlled substance or illegal drug, or any other illegal act which occurs on work premises (including any non-Company site where you are performing work on behalf of the Company) or during your work hours (including meal breaks or rest periods) or which interferes with work performance.\*

HEI extended Mr. Goold's contract through the end of July 2019 on about December 2018. HEI did not inform Mr. Goold of a medical cannabis prohibition. In January 2019, an internal position opened. HEI encouraged Mr. Goold to apply. HEI confirmed his work was outstanding and his behavior exemplary — although Mr. Goold had been a medical cannabis patient since his start in August.

In February, HEI informed Mr. Goold he has been selected for the open position conditionally. Mr. Goold successfully passed the background screening process. HEI still had not informed Mr. Goold the company had an alleged medical cannabis restriction.

On February 14, 2019, HEI HR rep Liz Deer contacted Mr. Goold about the pre-employment drug screen process by phone. Mr. Goold was not in a private setting. His medical history is HIPAA-protected. After the their phone call, Mr. Goold emailed Ms. Deer asking for her phone number so he could call her privately. Ms. Deer emailed Mr. Goold her phone number. Mr. Goold went to a small office, closed the door, and called Ms. Deer using his personal cell phone. They had a three minute conversation about 9:45AM on February 14, 2019.

Feb 13	3:00 PM	505.293	Honolulu, HI	Incoming, CL	3
Feb 13	3:03 PM	505.293	Honolulu, HI	Incoming, CL	1
Feb 14	9:45 AM	808.202.5241	Honolulu, HI	Honolulu, HI	3
Feb 14	12:24 PM	808.586	Honolulu, HI	Honolulu, HI	3

Mr. Goold will testify under oath he informed HEI HR rep Ms. Deer of his disability and use of legal medical cannabis. He will testify he offered to bring his DOH "329" license so HEI HR could copy for their files. He will testify Ms. Deer thanked him for being proactive and said this would be fine.

About February 20, 2019, Mr. Goold received a phone call from IT Security, Herman Lau. Mr. Lau informed Mr. Goold he had spoken with HEI HR and confirmed his official start date would be February 25, 2019. Mr. Goold informed coworkers and family he had been hired. Mr. Goold's wife will testify the two celebrated dinner that evening due to the good news.

On February 25, 2019, Mr. Goold received a phone call from HEI HR rep Shana Buco. She informed him his drug screen showed positive cannabis. Mr. Goold did not deny this. He said he expected this. Mr. Goold will testify HEI HR rep Buco claimed he was intoxicated in the workplace; that he presented a danger to coworkers, the company and the general public; and that Mr. Goold was engaged in illegal activity. A standard urine screen does not establish this. It can only measure past substance use — THC-COOH. HEI does not use the more sophisticated DOT assessment that measures Delta 9 THC, which is the active and intoxicating component.

HEI HR rep Buco informed him HEI had withdrawn the offer of employment and demanded Mr. Goold clear his desk, exit the building immediately, and never return. Mr. Goold sought his manager, Lori Yafuso. Mr. Goold will testify she informed him HEI HR rep Buco told her similarly. Ms. Yafuso requested his employee ID badge and urged him to depart as soon as possible. Mr. Goold has not returned.

On February 25, 2019, HEI informed Mr. Goold for the first time medical cannabis was not permitted. HEI does not test contract employees at all. Mr. Goold, as a contracted employee, was not considered to be a danger to coworkers, the company or general public due to possible cannabis or any illicit substance use. HEI policy is deceptive and misleading. HEI pretends to protect company employees, the company and general public. They hire hundreds of contracted employees — sometimes for years. They do not drug screen these workers.

As an internal employee, although sitting in the same desk, using the same computers, engaged in the same assignments, on the same team, HEI denied Mr. Goold the legal use of medical cannabis, although he had not presented any danger to the company, exhibited any signs of impairment or intoxication in some six months of closely monitored work.

Mr. Goold is a “non-safety sensitive” IT employee sitting in a backroom at a desk. He did not medicate prior to or during work hours. This is not disputed.

On February 27, 2019, Mr. Goold will testify HEI HR rep Buco informed him she had never seen any written policy, training information, corporate memos or literature, or received any advanced training on the topic of medical cannabis. She said she only knew of the policy due to casual verbal conversation around her office. It is highly possibly HEI HR rep Ms. Deer had never been trained about the issue of medical cannabis.

In Ms. Tran’s letter of April 12th, she wrote, “We questioned the validity of Mr. Goold’s assertion that he informed the Company’s HR Service Center Representative, Ms. Elizabeth Deer, of his disability and his use of cannabis for his disability prior to this drug test.” This is a weak response — what negotiators call a “non-denial denial.” This will not stand in a formal legal proceeding before a judge or jury.

Also in her letter of April 12th, Ms. Tran wrote, “Even if, assuming *arguendo*, that Mr. Goold did tell Ms. Deer of his asserted disability ... it is undisputed that Hawaiian Electric was not aware of Mr. Goold’s asserted disability and related medical issues at any time before the decision to rescind was made.”

Mr. Tran supports her statement, “Mr. Goold admitted that Ms. Deer did not ‘inform her superiors, including Ms. Buco,’ the Company’s HR Business Partner, of his medical use of cannabis.”

This is a false representation. Mr. Goold only knows of this due to what HEI HR rep Buco stated to him. Mr. Goold does not know what HEI HR rep Deer did with the information he disclosed to her in private. Nevertheless, this does not relieve HEI of their corporate responsibility.

Mr. Goold informed a HEI representative he believed the company tasked to manage the drug screen process. Possibly HEI failed to train their employee professionally and competently. A judge and/or jury will likely not look favorably on HEI for this possible negligence.

Mr. Goold does not use medical cannabis at this time. Island leading expert informed Mr. Goold it might take 6-9 months to clear the inert, non-intoxicating THC-COOH from his system. Mr. Goold will testify he accomplished this feat in 33 days — putting himself through dangerous and rigorous training, while suffering numerous painful injuries.

Mr. Goold was forced to the pavement by a motorist on March 28, 2019. He suffered a broken pelvis, road-rash, lacerations, massive hematoma and bursa swelling due to the accident. He used medical cannabis through April 11, 2019. He stopped immediately on April 12th due to the HEI letter from Ms. Tran.

Mr. Goold has suffered the pain of his injuries without any medication at all — due to policy confusion over medical cannabis and medical concerns over alternative medications.

Mr. Goold is an experienced athlete and former Veteran. Both push through and are trained to endure pain. Mr. Goold wants to be returned to his position and team. He suffers pain quietly and heroically, as the mission is more important than his personal comfort or lack thereof.

Mr. Goold had respected and admired HEI CEO Connie Lau. He is unclear why she is treating him so cruelly. Refusing to speak directly with him is unprofessional. Refusing to negotiate in good faith is unethical.

On about May 3, 2019, Ms. Tran wrote to attorneys:

*Thank you for your email and the proposed counteroffer. This is to inform you that we reject your counteroffer and, as you know, our offer is off the table as the deadline to respond to that offer has passed.*

*As mentioned in my previous phone conversation with you, the Company is discovering on a regular basis Mr. Goold's continued misrepresentation of, among others, our company's relationship with him, which was never an employer-employee relationship. Mr. Goold was never an employee of the Company and was not terminated from our Company. The Company has concerns with such misrepresentations.*

“... **was not terminated from our Company.**” Attorneys in their letter of March 25, 2019, started with a subject similar to the one listed in this letter:

## **RE: Wrongful Denial of Employment and Termination of Disabled Employee Scott Goold**

Prior to May 3rd, Ms. Tran did not inform Mr. Goold, or attorneys to the best of his knowledge, that a conflict over the perception of “termination” was an issue. Nowhere in her letter April 12th does Ms. Tran take exception to the use of this word or phrasing.



Mr. Goold requests an immediate in-person meeting with HEI CEO Lau or her representative. If there is no response by **Monday, July 29, 2019, at 4:00pm HST by either email or phone**, Mr. Goold will proceed with formal legal action.

If HEI forces this official step, Mr. Goold pledges he will not settle unless HEI admits full guilt in this matter and he is allowed to publish the agreement in full. Otherwise Mr. Goold will be committed financially and willing fully to take this matter to the conclusion of a jury trial — as over 26,000+ medical cannabis patients do not deserve to be treated as lepers in our community.

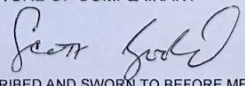
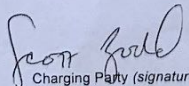
**NOTE: Forwarded using email on July 24, 2019; mailed via USPS on July 25, 2019 due to lateness of day and post office is currently closed.**

Sincerely,

\s\ Scott Goold \s\  
Scott Goold  
1778 Ala Moana Blvd  
Honolulu, HI 968145  
(808)

email: scott@

EXHIBIT 5: Charge of Discrimination August 21, 2019

CHARGE OF DISCRIMINATION		AGENCY	CHARGE NUMBER
This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.		<input checked="" type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	20793 37B-2019- [REDACTED]
Hawaii Civil Rights Commission and EEOC <i>State or local Agency, if any</i>			
NAME (Indicate Mr., Ms., Mrs.)		HOME TELEPHONE (Include Area Code)	
Jeffrey S. Goold		[REDACTED]	
STREET ADDRESS		CITY, STATE AND ZIP CODE	DATE OF BIRTH
1778 Ala Moana Blvd. [REDACTED]		Honolulu, HI 96815	
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)			
NAME		NUMBER OF EMPLOYEES, MEMBERS	TELEPHONE (Include Area Code)
Hawaiian Electric Industries, Inc.		15+	(808) 543-5662
STREET ADDRESS		CITY, STATE AND ZIP CODE	COUNTY
2900 American Savings Bank Tower 1001 Bishop Street		Honolulu, HI 96813	003
NAME		TELEPHONE (Include Area Code)	
STREET ADDRESS		CITY, STATE AND ZIP CODE	COUNTY
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST	
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN / ANCESTRY <input type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		<input type="checkbox"/> CONTINUING ACTION 2/27/19	
THE PARTICULARS ARE (If additional space is needed attach extra sheet(s):			
<p>I. I was denied a reasonable accommodation for my disability (physical), and discharged on February 25, 2019 from my IT Specialist position, earning \$90 hourly. On February 27, 2019, I was denied the opportunity to apply for a position based upon my disability. I was hired in or about August 2018. These are violations of Hawai'i Revised Statutes, Chapter 378, Part I. My beliefs are based upon the following:</p> <p>A. On August 13, 2018, I was hired as a contract employee working in the IT Department.</p> <p>B. My contract was extended on December 15, 2018 through July 2019.</p> <p>C. In or about January 2019 my employer encouraged me to apply for an internal Database Administrator position for which I was selected on February 11, 2019.</p> <p>D. On or about February 11, 2019 I was requested to provide information for a background security check, which I passed.</p>			
Page 1 of 3			
<input checked="" type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.		NOTARY - (When necessary for State & local requirements)	
I declare under penalty of perjury that the following is true and correct		I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief	
Date 8/21/19		SIGNATURE OF COMPLAINANT 	
Charging Party (signature) 		SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)	
EEOC FORM 5		DATE FILED:	WKA:tsp
AUG 21 2019			



### CHARGE OF DISCRIMINATION

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AGENCY

CHARGE NUMBER

- FEPA
- EEOC

20793  
37B-2019-00269

Hawaii Civil Rights Commission

and EEOC

State or local Agency, if any

THE PARTICULARS ARE (If additional space is needed attach extra sheet(s):

- E. On or about February 14, 2019 I notified Elizabeth Deer, Human Resource Manager, of my disability and that I had a legal prescription for medical cannabis and offered to provide a copy of my Hawai'i State Department of Health 329 Medical Cannabis Registration Card. Ms. Deer said that that would be fine in the future.
- F. On or about February 14, 2019 Ms. Deer requested that I provide a urine sample as part of a drug screen. I informed Ms. Deer that the medical cannabis will likely show active in the drug screen.
- G. On or about February 14, 2019 I submitted to the drug screen and informed the Straub Medical Center lab that I was prescribed medical cannabis.
- H. On February 18, 2019 Straub contacted me and notified me that I tested positive for cannabis in the drug screen. I informed the doctor that I was a legal patient of the State of Hawai'i Department of Health Medical Cannabis Program.
- I. On February 20, 2019, Herman Lau, IT Security Manager, called and confirmed my employment and informed me that my start date would be on February 25, 2019.
- J. On February 25, 2019 I began my position in the IT Department. Later that morning Shana Bucu, Human Resource Director, informed me that I was terminated. Ms. Bucu said I was terminated because I was engaged in illegal activity, was a danger to the employees, to the public and the company. I informed Ms. Bucu that I had a mobility disability and that my doctor prescribed medical cannabis for my disability. I requested for an accommodation from the company's policy prohibition of use of legal medical cannabis. Ms. Bucu said that the company had zero tolerance for cannabis.
- K. On February 27, 2019 Ms. Bucu finally returned my calls. She said that the drug screen showed that I was intoxicated and was doing illegal activity. She said that the company had federal government contracts and cannabis was against federal law. I again informed Ms. Bucu that I was legally participating in the State of Hawai'i Department of Health's Medical Cannabis Program because of my disability. I informed Ms. Bucu that I had a prescription from my physician for medical cannabis for my disability. Ms. Bucu said I was discharged and that I was not able to apply for a position with the company.

Page 2 of 3

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

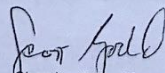
NOTARY - (When necessary for State & local requirements)

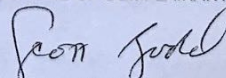
I swear or affirm that I have read the above-charge and that it is true to the best of my knowledge, information and belief

I declare under penalty of perjury that the following is true and correct

SIGNATURE OF COMPLAINANT

Date 8/21/19

  
Charging Party (signature)  
Jeffrey S. Goold



SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
(Day, month, and year)

EEOC FORM 5

DATE FILED:

AUG 21 2019

WKA:tsp



**CHARGE OF DISCRIMINATION**

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AGENCY

CHARGE NUMBER

- FEPA
- EEOC

20793  
37B-2019-00269

Hawaii Civil Rights Commission

and EEOC

State or local Agency, if any

THE PARTICULARS ARE (If additional space is needed attach extra sheet(s):

- L. I informed Ms. Bucu that the company's Code of Conduct nor any of the other written information or statements by supervisors or managers speak about the company having a medical cannabis prohibition.
- M. I deny that I used medical cannabis prior to going to work or during work hours. My medical cannabis use is for pain management after work at my home.
- N. I believe that the Federal Drug-Free Workplace Act (DFWA) does not require drug testing. I further believe that the DFWA is not opposed to hiring employees who use medical cannabis outside of work while off-duty because the federal government under the False Claims Act is not defrauded. I believe that Federal law requires federal contractors to make a good faith effort to maintain a drug-free workplace, but does not require a "zero-tolerance" drug-testing policy.
- O. I believe I was denied a reasonable accommodation, discharged and denied from applying for positions based upon my disability (physical).

Page 3 of 3

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

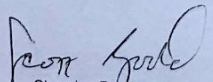
NOTARY - (When necessary for State & local requirements)

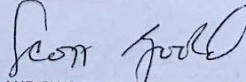
I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief

I declare under penalty of perjury that the following is true and correct

SIGNATURE OF COMPLAINANT

Date 8/21/19

  
Charging Party (signature)  
Jeffrey S. Goold

  
SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
(Day, month, and year)

EEOC FORM 5

DATE FILED:

AUG 21 2019

WKA:tsp