

6-2-2008

Van v. Portneuf Med. Ctr. Clerk's Record v. 1 Dckt. 34888

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LAW CLERK VOLUME I

IN THE
SUPREME COURT
OF THE
STATE OF IDAHO

MARK VAN,

Plaintiff and

Appellant,

VS.

PORTNEUF MEDICAL CENTER, ET AL,

Defendant and

Respondent.

HONORABLE PETER D. McDERMOTT District Judge

Appealed from the District Court of the Sixth
Judicial District of the State of Idaho, in and
for Bannock County.

Nick L. Nielson

Attorney for Appellant

Patricia Olsson

Paul D. McFarlane

Attorney for Respondent

Filed this
20

FILED - COPY
JUN - 2 2010
Supreme Court Court of Appeals
Entered on ATS by

Clerk

Deputy

34888

IN THE SUPREME COURT OF THE STATE OF IDAHO

MARK VAN,)
)
 Plaintiff-Appellant,)
)
 vs.)
)
 PORTNEUF MEDICAL CENTER, PAT)
 HERMANSON, Hospital Administrator,)
 PAM HUMPHREY, EMS Program)
 Director, GARY ALZOLA, Director of)
 Operations, RON FERGIE, Chief Pilot/)
 Safety Officer, BARRY NIELSON,)
 Pilot, and DOES 1-X,)
)
 Defendants-Respondents.)

Volume I

Supreme Court Case No. 34888

CLERK'S TRANSCRIPT ON APPEAL

Appeal from the District Court of the Sixth Judicial District of the State of Idaho
in and for the County of Bannock.

HONORABLE PETER D. McDERMOTT, District Judge

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P. O. Box 6159
Pocatello, Idaho 83205-6159
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Paul D. McFarlane
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Boise, Idaho 83701
Attorneys for Defendants-
Respondents

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Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User		Judge
10/17/2005	LOCT	MARLEA	Supreme Court Appeal; Sent to Sandy for Clerk's Record on 12-27-07.	Peter D. McDermott
	NCOC	MARLEA	New Case Filed-Other Claims	Peter D. McDermott
	SMIS	MARLEA	Summons Issued	Peter D. McDermott
		MARLEA	Filing: A1 - Civil Complaint, More Than \$1000 No Prior Appearance Paid by: dAVID gABERT Receipt number: 0037220 Dated: 10/17/2005 Amount: \$82.00 (Check)	Peter D. McDermott
	ATTR	CAMILLE	Plaintiff: Van, Mark C Attorney Retained David E Gabert	Peter D. McDermott
4/5/2006	AFFD	CINDYBF	Affidavit of Service-Summons & Complaint served on Barry Nielson 3-22-06.	Peter D. McDermott
	AFFD	CINDYBF	Affidavit of Service- Summons & Complaint served Pam Holmes fka Humphrey 3-22-06.	Peter D. McDermott
	AFFD	CINDYBF	Affidavit of Service- Summons & Complaint served Pat Hermanson 3-22-06. CH	Peter D. McDermott
4/11/2006		MARLEA	Filing: 11A - Civil Answer Or Appear. More Than \$1000 No Prior Appearance Paid by: moffatt thomas Receipt number: 0013155 Dated: 4/11/2006 Amount: \$52.00 (Check)	Peter D. McDermott
	ANSW	CINDYBF	Answer to Complaint- filed by all defendants thru DA Patricia Olsson.	Peter D. McDermott
4/17/2006	NOTC	CAMILLE	Notice of service of Def req for Admission;	Peter D. McDermott
4/18/2006	HRSC	CAMILLE	Hearing Scheduled (Jury Trial 11/28/2006 09:00 AM)	Peter D. McDermott
	NOTC	DCANO	Notice of Service of Dfdts. First Set of Requests for Production to Plntfs. ; Patricia M. Olsson, atty for Dfdts.	Peter D. McDermott
4/28/2006	NOTC	CAMILLE	Notice of service - Answers to REquests for Admission; aty David Gabert for plntf	Peter D. McDermott
5/26/2006	NOTC	CAMILE	Notice of service - plntfs 1st set of Interrog. : aty David Gabert for plntf	Peter D. McDermott
6/19/2006	NOTC	CAMILLE	Notice of service - answers to second set of Interrog to plntf: aty D/ Gabert for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of service - answers to first set of req for production: aty D/Gabert	Peter D. McDermott
	NOTC	CAMILLE	Notice of service - Answers to second req for Admission: aty D/ Gabert	Peter D. McDermott
6/23/2006	STIP	CAMILLE	Stipulation agreeing to entry of protective order; aty David Gabert for Def.	Peter D. McDermott
6/27/2006	ORDR	CAMILLE	Protective Order regarding confidential information; J Mcdermott 6-26-06	Peter D. McDermott
7/3/2006	NOTC	CAMILLE	Notice of service of Defs Answers and REsp to plntfs first set of Interrog and req for production of documents; aty Paul McFarlane for Def.	Peter D. McDermott
9/12/2006	NOTC	CAMILLE	Notice of Depo of Mark Van on 10-27-06 at 9:00	Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User		Judge
9/14/2006	NOTC	CAMILLE	Notice of service of Defs 2nd set of req for production to plntf; aty Paul McFarlane for Defs.	Peter D. McDermott
	NOTC	CAMILLE	Notice of service of defs third set of Interrog to plntf	Peter D. McDermott
9/15/2006	NOTC	CAMILLE	Notice of service - Answers to third set of Interrog to plntf; aty David Gabert for plntf	Peter D. McDermott
9/22/2006	NOTC	CAMILLE	Notice of service, Answers to second set of req for production; aty David Gabert for plntf	Peter D. McDermott
10/25/2006	NOTC	LINDA	Notice Vacating Deposition Duces Tecum of Mark Van; aty Patricia Olsson	Peter D. McDermott
10/26/2006	SUBC	CAMILLE	Substitution Of Counsel	Peter D. McDermott
10/31/2006		SHAREE	Plaintiff's Request for Status Conference	Peter D. McDermott
11/6/2006	NOTC	LINDA	Notice of Service of Defendants' Second Supplemental Answers and Responses to Plaintiff's First Set of Interrogatories and Requests for Production of Documents; aty Patricia Olsson	Peter D. McDermott
	NOTC	LINDA	Notice of Service of Defendants' First Supplemental Answers and Responses to Plaintiff's First Set of Interrogatories and Request for Production of Documents; aty Patricia Olsson	Peter D. McDermott
11/8/2006	ORDR	LINDA	Order: Status Conference is set for 11/13/06 @ 1:15 p.m. via phone; s/J McDermott 11/08/06	Peter D. McDermott
11/21/2006		LINDA	Minute Entry and Order; Jury trial is reset for 10/02/07 @ 9:00 a.m.; s/J McDermott	Peter D. McDermott
12/6/2006	NOTC	LINDA	Notice of Service of Plaintiff's Third Set of Interrogatories and Requests for Production of Documents; aty Curtis Holmes	Peter D. McDermott
12/7/2006	NOTC	LINDA	Notice of Hearing on 1/08/07 @ 1:30 p.m.; aty Curtis Holmes	Peter D. McDermott
	AFFD	LINDA	Affidavit of Mark Van; aty Curtis Holmes	Peter D. McDermott
	MOTN	LINDA	Plaintiff's Motion to Compel Answers To Discovery; aty Curtis Holmes	Peter D. McDermott
12/29/2006	AFFD	DCANO	Affidavit of Paul D. McFarlane in Support of Memo. in Opposition to Plntfs. Motn. to Compel; patricia M. Olsson, Atty for Dfdts.	Peter D. McDermott
		DCANO	Dfdts. Memorandum in Opposition to Plntfs. Motn. to Compel; Patricia M. Olson, Atty for Dfdts.	Peter D. McDermott
1/8/2007	NOTC	LINDA	Notice of Service Plaintiff's First Set of Interrogatories and Requests for Production of Documents; aty Curtis Holmes	Peter D. McDermott
1/10/2007	MEOR	DCANO	Minute Entry and Order; Plntfs. Motn to Compel is Denied; s/J. McDermott on 1-8-07	Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User		Judge
1/12/2007	NOTC	LINDA	Notice of Service of Defendants' Answers to Plaintiff's Third Set of Interrogatories and Responses to Requests for Production of Documents and a copy of this notice of service; atty Paul McFarlane	Peter D. McDermott
2/9/2007		DCANO	Amended Notice of Services; Plntfs. 2nd Set of Interrogatories and Requests for Production of Documents, mailed on 1-8-07 to Patricia M. Olsson, Atty for Dfdts.	Peter D. McDermott
2/20/2007		DCANO	Dfdts. Motn. for Protective Order; Paul D. McFarlane, Atty for Dfdts.	Peter D. McDermott
		DCANO	Dfdts. Memorandum in Support of Motion for Protective Order; Paul D. McFarlane, Atty for Dfdts	Peter D. McDermott
	AFFD	DCANO	Affidavit of Paul D. McFarlane in Support of Dfdts. Motn. for Protective Order; Paul D. McFarlane, Atty for Dfdts.	Peter D. McDermott
	NOTC	DCANO	Notice of Hearing; Paul D. McFarlane, Atty for Dfdts.	Peter D. McDermott
	HRSC	DCANO	Hearing Scheduled (Motion 03/19/2007 01:30 PM) Dfdts. Motn. for Protective Order	Peter D. McDermott
	NOTC	DCANO	Notice of Service of Dfdts. Answers to Plntfs. Second Set of Interrogatories and Responses to Requests for Production of Documents; Paul d. McFarlane, Atty for Dfdts.	Peter D. McDermott
3/16/2007	ORDR	DCANO	Order Granting Defendants Motn. for Protective Order; s/J. McDermott on 3-16-07	Peter D. McDermott
3/19/2007	WDAT	DCANO	Withdrawal Of Attorney; Curtis N. Homes hereby withdrawn and Nick L. Nielson does hereby enter his appearance for Plntfs.	Peter D. McDermott
	ATTR	DCANO	Plaintiff: Van, Mark C Attorney Retained Nick L Nielson	Peter D. McDermott
3/28/2007	ORDR	DCANO	Order for Jury Trial; s/J. McDermott on 3-28-07	Peter D. McDermott
	HRVC	DCANO	Hearing result for Motion held on 03/19/2007 01:30 PM: Hearing Vacated Dfdts. Motn. for Protective Order	Peter D. McDermott
	HRSC	DCANO	Hearing Scheduled (Jury Trial 10/09/2007 09:00 AM) Jury Trial	Peter D. McDermott
4/25/2007	ANSW	CAMILLE	Amended notice of Depo of Mark Van on 5-3-07 ; aty Paul McFarlane for Def.	Peter D. McDermott
4/27/2007	NOTC	CAMILLE	second amended notice of Depo of Mark Van By Video tape; aty Paul Mcfarlane for def.	Peter D. McDermott
5/3/2007	NOTC	CAMILLE	third amended notice of Depo of Mark Van By Vidotape; aty Patricia Olsson for defs	Peter D. McDermott
6/8/2007	NOTC	CAMILLE	Notice of Videotaped Depo of Ron Fergie 7-25-07 at 9:00 am: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Videotaped Depo of Gary Alzola on 7-24-07: aty Nick Nielson for plntf	Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User		Judge
6/8/2007	NOTC	CAMILLE	Notice of Videotaped Depo of Pam Humphrey on 7-23-07: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Greg Stoltz on 7-25-07 at 3:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Barry Nielson on 7-25-07 at 9:00 am: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Audrey Fletcher on 7-27-07 at 3:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Chad Waller on 7-25-07 at 1:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Laura Vice on 7-25-07 at 3:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Mark Romero on 7-24-07 at 3:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Karl Mcguire on 7-31-07 at 9:00 am: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Dave Cawthra on 7-31-07 at 1:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Tom Mortimer on 7-27-07 at 9:00 am: aty Nick Nielson for plntf	Peter D. McDermott
6/21/2007	NOTC	CAMILLE	Amended notice of Depo (Chad Waller) on 7-26-07 at 1:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Amended notice of Depo (Barry Nielson); aty Nick Nielson for plntf	Peter D. McDermott
6/22/2007	NOTC	CAMILLE	Amended notice of Depo (Greg Stoltz) 7-26-07 at 3:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
7/17/2007		CAMILLE	Withdrawal of notice of Depo (Karl Mcguire) aty Nick Nielson for plntf	Peter D. McDermott
		CAMILLE	withdrawal of notice of Depo of (Dave Cawthra) aty Nick Nielson for plntf	Peter D. McDermott
		CAMILLE	Amended Notice of Videotaped Depo (Gary Alzola) aty Nick Nielson for plntf	Peter D. McDermott
		CAMILLE	Amended Notice of Videotaped Depo (Pam Humphrey) aty Nick Nielson for plntf	Peter D. McDermott
7/25/2007	NOTC	CAMILLE	Notice of service of plntfs 4th set of Interrog and req for production of documents to defs; aty N/ Nielson for plntf	Peter D. McDermott
	MOTN	CAMILLE	Motion for summary judgment, aty Paul Mcfarlane for def	Peter D. McDermott
8/3/2007	AFFD	CAMILLE	Affidavit of Audrey Fletcher ; aty Paul Mcfarlane for def	Peter D. McDermott
	MEMO	CAMILLE	Defs Memorandum in support of motin for summary judgment, aty P/Mcfarlane for def	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Paul D. Mcfarlane;	Peter D. McDermott
8/7/2007	NOTC	CAMILLE	Amended notice of Depo of Audrey Fletcher on 8-23-07 at 9:00 am: aty Nick Nielson for plntf	Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User		Judge
8/7/2007	NOTC	CAMILLE	Amended notice of depo of Greg Vickers on 8-28-07 at 11:00 am: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	2nd Notice of depo on Greg Stoltz on 8-28-07 at 9:00 am: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Pat Hermanson on 8-23-07 at 2:00 pm: aty Niuck Nielson for plntf	Peter D. McDermott
		CAMILLE	2nd Amended Notice of Depo of Barry Nielson on 8-22-07 at 2:00 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Amended Notice of Depo of Mark Romero on 8-29-07 at 11:00 am: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Lance Taysom on 8-29-07 at 3:30 pm: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of Depo of Marilyn Speirn on 8-28-07 at 3:30 pm: aty Nick Nielson for plntf	Peter D. McDermott
8/13/2007	NOTC	JANA	Notice of Service of Defndants' Fouth Set of Interrogatories and Third Set of Requests for Production to Plaintiff; Served Nick L. Nielson through Mail on 08-10-2007	Peter D. McDermott
8/15/2007	HRSC	CAMILLE	Hearing Scheduled (Motion for Summary Judgment 09/04/2007 01:30 PM)	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Pamela K Holmes; aty Paul Mcfarlane for defs	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Gary Alzola; aty Paul McFarlane for defs	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Nick L Nielson in support of Plntfs motion to continue Defs Motion for summary judgment, aty Nick Nielson for plntf	Peter D. McDermott
	MOTN	CAMILLE	Motion to continue Defs Motion for summary judgment hearing and deadline; aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	2nd Amended Notice of Depo of Audrey Fletcher on 8-29-07: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	2nd Amended notice of Depo of Mark Robero on 8-28-07: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Amended notice of Depo of Pat Hermanson on 8-28-07 : aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Amended notice of Depo of Chad Waller o n 8-28-07; aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Amended Notice of Depo of Lance Taysom on 8-27-07: aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Amended notice of Depo of Tom Mortimer on 8-27-07: aty Nick Nielson for plntf	Peter D. McDermott
8/22/2007	ORDR	CAMILLE	Order; telephone conference call on 8-27-07, at 11:30 am: J Mcdermott 8-22-07	Peter D. McDermott
8/27/2007	NOTC	CAMILLE	Notice of service of defs Answers to pntfs 4th set of Interrog. and Resp to Req for production of documents; aty Paul McFarlance for Defs	Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User		Judge
8/28/2007		CAMILLE	Defs Opposition to plntfs motion to continue Defs Motion for summary judgment hearing and deadline, or in the alternative, defs motion to vacate Trial until 2-5-08; aty Paul Mcfrlance for def	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Paul McFarlance in support of defs Opposition to plntfs Motion to continue defs Motion for summary judgment, hearing and deadline, or, in the alternative, defs motion to vacate; aty Paul Mcfarlane for def	Peter D. McDermott
9/10/2007	MOTN	CAMILLE	Motion for reconsideration of courts order granting defs motion for protective order; aty Nick Nielson for plntf	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Nick Nielson in support of plntfs motion for reconsideration of the courts order granting defs motion for protective order; aty Nick Nielson for plntf	Peter D. McDermott
	NOTC	CAMILLE	Notice of service of plntfs answers to defs 4th set of Interrog. and third set of req for production of documents to plntf; aty Nick Nielson for plntf	Peter D. McDermott
9/11/2007	AFFD	CAMILLE	Affidavit of Gregg Schilling; aty Nick Nielson for plntf	Peter D. McDermott
	MEMO	CAMILLE	Plntfs Memorandum in Resp to Defs Motion for Summary Judgment, aty Nick Nielson for plntf	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Mark Van in support of plntfs Memorandum in resp to defs motin for summary judgment; aty Nick Nielson for plntf	Peter D. McDermott
	AFFD	CAMILLE	Affidavit of Nick Nielson in support of plntfs memorandum in resp to defs motion for summary judgment; aty Nick Nielson	Peter D. McDermott
	AFFD	CAMILLE	Amended Affidavit of Nick L Nielson in support of plntfs Memorandum in Resp to Defs Motion for summary judgment, aty Nick Nielson for plntf	Peter D. McDermott
9/13/2007	HRSC	CAMILLE	Hearing Scheduled (Motion 09/24/2007 01:30 PM)	Peter D. McDermott
9/18/2007	MOTN	CAMILLE	Defs Opposition to Plntfs Motion for reconsideration of courts Order granting Defs Motion for protective Order; aty Paul McFarlane for Def.	Peter D. McDermott
9/19/2007	NOTC	CAMILLE	Notice of service of plntfs supplemental answers to defs discovery req to plntf; aty Nick Nielson for plntf	Peter D. McDermott
	BRFS	CAMILLE	Defs Reply Brief in support of motin for summary judgment, aty Paul Mcfarlane for def	Peter D. McDermott
9/24/2007	INHD	CAMILLE	Interim Hearing Held'; minute entry & order, plntfs motion to reconsider courts order granting defs motion for protective order is TAKEN UNDER ADVISEMENT: J Mcdermott 9-24-07	Peter D. McDermott

Date: 12/27/2007

Sixth Judicial District Court - Bannock County

User: DCANO

Time: 04:28 PM

ROA Report

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Case: CV-2005-0004053-OC Current Judge: Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, etal.

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User	Judge
10/31/2007	MEMO	CAMILLE	Memorandum Decision, Order and Judgment, (counsel for the defs shall submit an appropriate memorandum of costs and judgment for this courts signature, Jury Trial set to commence 2-5-08 is Vacated: J Mcdermott 10-30-07
11/9/2007	CDIS	CAMILLE	Civil Disposition; Judgment, ag all Defendants : J Mcdermott 11-9-07
	CSTS	CAMILLE	Case Status Changed: Closed
11/21/2007	AFFD	CAMILLE	Affidavit of Paul D McFarlane in support of Defs Memorandum of Costs and Fees; aty Paul McFarlane for defs
	MEMO	CAMILLE	Defs Memorandum of Costs and Fees; aty Paul McFarlane;
12/5/2007	MOTN	CAMILLE	Motion to disallow fees and costs; aty Nick Nielson for pintf
12/11/2007	MOTN	CAMILLE	Defs Motion to seal no oral argument or hearing requested; aty Paul McFarlane for Def.
	MOTN	CAMILLE	Defs motion to shorten time for ruling without hearing on defs motion to seal; aty Paul McFarlane for Defs.
	APSC	DCANO	Appealed To The Supreme Court
	NOTC	DCANO	NOTICE OF APPEAL; Nick L. Nielson, Atty for Pntfs.
		DCANO	Filing: T - Civil Appeals To The Supreme Court (\$86.00 Directly to Supreme Court Plus this amount to the District Court) Paid by: Nick L. Nielson Receipt number: 0102434 Dated: 12/27/2007 Amount: \$15.00 (Check) For: [NONE]
	MISC	DCANO	Received from Nick Nielson \$15.00 for Court Fee check # 904. \$86.00 for Supreme Court check #905 and \$100.00 Clerk's Record check #907.
12/13/2007	MOTN	DCANO	Dfdts. Motn. to Shorten Time for Ruling without Hearing on Dfdts. Motn. to Seal; Paul D. McFarlane, Atty for Dfdts.
	MOTN	DCANO	Dfdts. Motion to Seal No Oral Argument or Hearing Requested
	ORDR	DCANO	Order Dfdts. Memorandum of Fees and Costs and Pntfs. Objection thereto shall be orally argued by counsel on 1-14-08 at 1:15PM.s/J. McDermott on 12-13-07
	HRSC	DCANO	Hearing Scheduled (Hearing Scheduled 01/14/2008 01:15 PM) Dfdts. Memo. of Fees and Costs and Pntfs. Objection bia telephone;s/J. McDermott
	ORDR	DCANO	Dfdts. Motion to Seal is Granted; s/J. McDermott on 12-13-07
12/21/2007		CAMILLE	Request for Additional Record; aty Paul McFarlane for Defs. 16

Date: 12/27/2007

Sixth Judicial District Court - Bannock County

User: DCANO

Time: 04:28 PM

ROA Report

Page 8 of 8

Case: CV-2005-0004053-OC Current Judge: Peter D. McDermott

Mark C Van vs. Portneuf Medical Center, etal.

Mark C Van vs. Portneuf Medical Center, Pat Hermanson, Pamela K Humphrey, Gary Alzola, Ronald C Fergie, Barry Nielson

Date	Code	User	Judge
12/27/2007	MISC	DCANO	CLERK'S CERTIFICATE OF APPEAL signed by Diane on 12-27-07. Mailed to Supreme court and Counsel; Patricia M. Olsson and Pual D. McFarlane, MOFFAT, THOMAS, BARRETT, ROCK & FIELDS, CHARTERED, Boise for Dfdts. and Nick L. Nielson, for Plntf. Peter D. McDermott.

17

David E. Gabert, Esq.
Attorney at Law
I.S.B. #3285
845 West Center, Suite C
P.O. Box 4267
Pocatello, Idaho 83205-4267
Telephone: (208) 233-9560

FILED
BANNOCK COUNTY
CLERK OF THE COURT

2005 OCT 17 PM 12:27

BY CW
DEPUTY CLERK

Attorney for Plaintiff

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,)
)
Plaintiff,)
PETER D. McDERMOTT)
vs.)
)
PORTNEUF MEDICAL CENTER, PAT)
HERMANSON, Hospital Administrator,)
PAM HUMPHREY, EMS Program Director,)
GARY ALZOLA, Director of)
Operations, RON FERGIE, Chief)
Pilot/Safety Officer, BARRY)
NIELSON, Pilot, and DOES I-X,)
)
Defendants.)

Case No.: CW 2005-4053 OC

COMPLAINT AND DEMAND
FOR JURY TRIAL

COMES NOW Plaintiff, MARK VAN, by and through his attorney,
David E. Gabert, Esq., and for cause of action against Defendants
alleges as follows:

PARTIES

I.

At all times material herein, Plaintiff has been a resident of
the City of Pocatello, County of Bannock, State of Idaho.

II.

At all times material herein, Defendant, PORTNEUF MEDICAL
CENTER, is a Public Governmental Entity doing business in the City

of Pocatello, County of Bannock, State of Idaho. Defendant's current address is as follows:

Portneuf Medical Center, West
651 Memorial Drive
Pocatello, Idaho 83201

III.

At all times material herein, Defendant, PAT HERMANSON, is the Administrator of Portneuf Medical Center, and is ultimately responsible for the decision to terminate employment. Pat Hermanson is also a resident of the County of Bannock, State of Idaho.

IV.

At all times material herein, Defendant, PAM HUMPHREY, is the Program Director of the Emergency Medical Services (EMS) Office of PORTNEUF MEDICAL CENTER. Ms. Humphrey is also a resident of the County of Bannock, State of Idaho.

V.

At all times material herein, Defendant, GARY ALZOLA, is the Director of Operations of the EMS Office of PORTNEUF MEDICAL CENTER. Mr. Alzola is also a resident of the County of Bannock, State of Idaho.

VI.

At all times material herein, Defendant, RON FERGIE, is the Chief Pilot/Safety Officer of the Emergency Medical Services (EMS) Office of PORTNEUF MEDICAL CENTER. Mr. Fergie is also a resident of the County of Bannock, State of Idaho.

VII.

At all times material herein, Defendant, BARRY NIELSON, is a Pilot for the EMS Office of PORTNEUF MEDICAL CENTER. Mr. Nielson is a resident of the County of Power, State of Idaho.

VIII.

At all times material herein, DOES I-X are officers, directors, employees or agents of Portneuf Medical Center.

JURISDICTION AND VENUE

IX.

Plaintiff re-alleges and reincorporates herein by reference each and every allegation set forth in paragraphs numbered I through VIII above.

X.

The above-entitled Court has jurisdiction to hear the instant matter pursuant to Section 6-2101 et seq. of the Idaho Code, and venue is proper in the Sixth Judicial District Court in and for the County of Bannock.

FACTUAL BASES FOR CLAIMS AGAINST DEFENDANTS

XI.

Plaintiff re-alleges and reincorporates herein by reference each and every allegation set forth in paragraphs numbered I through X above.

XII.

In 1984, Plaintiff, Mark Van, began working for Freedom Helicopters, a private corporation contracted with then Bannock Medical Center to provide Emergency Medical Services (EMS)

helicopter support. In 1985, Portneuf Medical Center, then Bannock Regional Medical Center, became the operator of EMS flight services. Plaintiff was contracted by Bannock Regional Center as the Director of Maintenance for the EMS flight services. In 1986, Plaintiff became a full-time employee of Bannock Regional Medical Center as the Director of Maintenance for the EMS flight services under its 135 Air Carrier certificate. EMS provides emergency regional medical helicopter flight services for patients of Portneuf Medical Center and operates under the name "Life Flight."

XIII.

On or about the weekend of October 30/31, 2004, Greg Stoltz, a Life Flight mechanic inspected the Life Flight helicopter and found the aircraft covered with ice and snow. Mr. Stoltz went to the maintenance shop to notify the pilot, Defendant, Barry Nielson, about the condition of the aircraft, specifically to indicate that it was unairworthy; however, he was unable to contact Mr. Nielson. Mr. Stoltz thereafter returned from the maintenance shop less than five (5) minutes later to witness Mr. Nielson lifting off from the helipad in direct violation of Federal Aviation Regulation (FAR) 135.227, and causing a potential safety hazard by flying with ice on the main rotors by creating an imbalance in the rotors, and/or by flinging ice outward from the rotors into the public space.

XIV.

Mr. Stoltz notified Plaintiff of the incident on Monday, November 1st, 2004. Plaintiff then reported the incident to Defendant, Ron Fergie, who represented that he would conduct an

investigation. After Mr. Fergie spoke with Mr. Stoltz about the incident, Plaintiff spoke with Mr. Fergie who said that the incident was "nothing."

XV.

In response to the apparent lack of concern exhibited by Ron Fergie about this incident, Plaintiff sent to Ron Fergie and to Defendant, Gary Alzola, a set of recommendations for protecting the aircraft in inclement weather to ensure maximum operational readiness and safety.

XVI.

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Nevertheless, over the course of the winter of 2004/2005, the maintenance department found several instances of ice on the helicopter's main rotor blades underneath the main rotor blade covers. Since ice should not develop underneath the blade covers if the blades have been properly de-iced, Plaintiff deduced that the pilots had been replacing the blade covers without first cleaning the blades of ice and snow, thereby causing the aircraft to be unairworthy. This deduction was later confirmed after Ron Fergie later admitted this practice to Plaintiff. Since the aircraft is intended to be ready at a moment's notice to respond to an emergency, this practice was unacceptable as it would either delay takeoffs in order to clean the blades or would otherwise endanger the safety of patients and of the flight staff, and Plaintiff reminded Mr. Fergie that he had recommended the previous autumn that the blades be wiped down before installing the main

rotor blade covers to avoid an unairworthy condition when the temperature dipped below freezing.

XVII.

Plaintiff thereafter spoke with junior pilot, Chad Waller, who was present on one of the occasions when the rotor blades covers had been installed over wet and snow covered blades. Mr. Waller informed Plaintiff that after he had started to wipe off the blades to install the main rotor blade covers that Mr. Fergie had rebuked him telling him that it was not necessary since the snow comes right off when the covers are installed. Accordingly, Mr. Waller went along with Mr. Fergie's orders, despite the fact that he knew that this was not the case.

XVIII.

On February 1, 2005, Plaintiff drafted a written report which was sent to Gary Alzola and Pam Humphrey. The report cited the safety problems with pilots replacing rotor blade covers over wet, or snow, or ice covered rotor blades. Mr. Alzola and Ms. Humphrey responded that Mr. Fergie had done nothing wrong and that this practice did not pose a safety issue.

XIX.

On February 25, 2005, Barry Nielson accosted Plaintiff and implicitly threatened him for reporting the October, 2004, incident involving his flight with ice on the main rotor blades.

XX.

On February 28, 2005, Plaintiff was called into a meeting with Mr. Alzola, Ms. Humphrey, and Mr. Fergie. Mr. Alzola, who was

noticeably emotionally upset at the time, told Plaintiff that only a pilot could take an aircraft out of service and that it was not his (Plaintiff's) responsibility to do so. Mr. Alzola also informed Plaintiff that the issue of flying with ice on the rotor blades was between the FAA and the pilots and that it was none of his business. In addition, Mr. Fergie informed the group present that Mr. Nielson had not flown with ice on the rotor blades in October of 2004, but that Mr. Stoltz had told him that there was only frost on the blades, despite the fact that flying with frost on the rotor blades would still constitute a violation of FAR 135.227(a).

XXI.

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In response to this meeting, Plaintiff confronted Mr. Stoltz about the October incident, and Mr. Stoltz confirmed that he had actually witnessed ice and snow on the main rotor blades when Mr. Nielson lifted off. Plaintiff thereafter updated his existing safety policy regarding taking an aircraft out of service, in reference to FAR 43.11. The updated policy provided that while the mechanics would not take an unairworthy aircraft out of service, they would make an entry into the aircraft logbook declaring that the aircraft is unairworthy and would notify dispatch that the aircraft was unairworthy.

XXII.

Plaintiff attempted to raise several safety issues in a Life Flight meeting conducted on March 24, 2005. Since Mr. Fergie was not present at the meeting, Ms. Humphrey, who was present,

indicated she would call a special unscheduled safety meeting to address Plaintiff's concerns a few days later. Accordingly, Plaintiff sent e-mails to most of the Life Flight nurses and paramedics, as well as to Mr. Fergie and Ms. Humphrey notifying them of the specific issues he wanted to raise at the safety meeting.

XXIII.

On April 4, 2005, at a Human Resources meeting, Ms. Humphrey told Plaintiff that she had no intention of calling a safety meeting, telling him that the issue had already been dealt with, and accusing Plaintiff of merely attempting to embarrass Mr. Fergie.

XXIV.

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On April 20, 2005, Plaintiff was terminated as an employee of Portneuf Medical Center. In his termination letter prepared by Pam Humphrey and Dale Mapes, Plaintiff was accused of being "unable to maintain positive interpersonal relations with [his] colleagues", and failing to "foster a positive team environment." Plaintiff alleges that the only bases for such accusations relate directly to the fact that he had reported FAR violations and related misconduct of his fellow employees as they pertained to safety and operational readiness of Life Flight aircraft.

COUNT I

WRONGFUL TERMINATION OF EMPLOYMENT

XXV.

Plaintiff re-alleges and reincorporates herein by reference

each and every allegation set forth in paragraphs numbered I through XXIV above.

XXVI.

Plaintiff alleges as a result of the foregoing conduct of Defendants, as described hereinabove, that his employment was terminated in violation of Section 6-2101 et seq., of the Idaho Code, and contrary to public policy, because he had reported in good faith the existence of waste of public funds and/or violations or suspected violations of the law, and that, as such, Plaintiff is entitled to a claim for wrongful termination of employment.

COUNT II

BREACH OF CONTRACT

XXVII.

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Plaintiff re-alleges and reincorporates herein by reference each and every allegation set forth in paragraphs numbered I through XXVI above.

XXVIII.

Plaintiff alleges that he was employed subject to a contract of employment with Defendant, PORTNEUF MEDICAL CENTER. That he was entitled to the terms, conditions, and protection of his employment contract with Defendant, and that as a result of the conduct of Defendants, as described hereinabove, the policies and procedures of Defendant, PORTNEUF MEDICAL CENTER, were violated with regards to Plaintiff's employment, and that Defendant, PORTNEUF MEDICAL CENTER, breached its policies and procedures in terminating Plaintiff from his employment and further breached the implied

contract of good faith and fair dealing in its decision to terminate Plaintiff's employment.

DAMAGES

XXIX.

Plaintiff re-alleges and reincorporates herein by reference each and every allegation set forth in paragraphs numbered I through XXVIII above.

XXX.

Plaintiff alleges that as a direct and/or proximate result of the conduct of Defendants herein, as hereinbefore described, Plaintiff sustained damages including lost wages and benefits, decreased earning capacity, costs required to relocate in order to secure new income, and emotional distress and suffering, all in an amount to be proven at the trial of this matter.

XXXI.

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Plaintiff further alleges that he is entitled to injunctive relief to restrain Defendants from continued violations of FAR safety regulations under the provisions of Idaho Code, Section 6-2106.

XXXII.

Plaintiff further alleges that he is entitled to reinstatement of his position, including the reinstatement of full wages and benefits and seniority rights under the provisions of Idaho Code, Section 6-2106.

XXXIII.

Plaintiff further alleges that he is entitled to an award of

attorney's fees and costs for bringing the instant cause of action, pursuant to Idaho Code, Section 6-2106, and Section 12-121, in an amount to be proven at the trial of this matter. In the event this matter is uncontested, Plaintiff alleges that his attorney's fees will be FIVE THOUSAND DOLLARS (\$5,000.00).


DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in the above-entitled matter, pursuant to Rule 38 of the Idaho Rules of Civil Procedure.

WHEREFORE, Plaintiff prays that upon examination into this matter as required by law that an Order be issued by the Court for the following:

1. For an award of special and general compensatory damages in the such reasonable amount as may be awarded by the jury for the wrongful conduct of Defendants, as hereinbefore described; and
2. For injunctive relief as set forth hereinabove; and
3. For reinstatement of his position, wages, benefits, and seniority rights, as set forth above; and
4. For an award of Plaintiff's reasonable attorney's fees and costs incurred in the prosecution of this matter, as set forth above; and
5. For such other and further relief as the Court may deem just and equitable in the premises.

DATED this 17th day of October, 2005.


David E. Gabert, Esq.
Attorney for Plaintiff

CH-

Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
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13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

ANSWER TO COMPLAINT

I-1-a \$52.00 pd.

COME NOW the defendants, Portneuf Medical Center ("PMC"), Pat Hermanson,
Hospital Administrator ("Hermanson"), Pam Humphrey, EMS Program Director ("Humphrey"),
Gary Alzola, Director of Operations ("Alzola"), Ron Fergie, Chief Pilot/Safety Officer

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("Fergie"), and Barry Nielson, Pilot ("Nelson") (collectively, "Defendants"), by and through undersigned counsel, and answer plaintiff Mark Van's ("Plaintiff") Complaint and Demand for Jury Trial ("Complaint") as follows:

FIRST DEFENSE

Plaintiff's Complaint, and each and every count therein, fails to state a claim upon which relief can be granted.

SECOND DEFENSE

The answering Defendants deny each and every allegation contained in Plaintiff's Complaint that is not specifically and expressly admitted herein.

PARTIES

31 1. The answering Defendants admit Paragraphs I, II, III, IV, V, VI, and VII of Plaintiff's Complaint.

2. The answering Defendants deny each and every allegation contained in Paragraph VIII of Plaintiff's Complaint.

JURISDICTION AND VENUE

3. In response to paragraph IX of Plaintiff's Complaint, the answering Defendants incorporate by reference their responses to the preceding paragraphs as if set forth in their entirety.

4. Paragraph X of Plaintiff's Complaint calls for legal conclusions and, therefore, no response is required. Should the answering Defendants be required to respond, they would admit that jurisdiction and venue in this Court are proper.

FACTUAL BASIS FOR CLAIMS AGAINST DEFENDANTS

5. In response to paragraph XI of Plaintiff's Complaint, the answering Defendants incorporate by reference their responses to the preceding paragraphs as if set forth in their entirety.

6. The answering Defendants admit Paragraph XII of Plaintiff's Complaint.

7. The answering Defendants deny each and every allegation contained in Paragraphs XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, and XXIV of Plaintiff's Complaint.

**COUNT I
WRONGFUL TERMINATION OF EMPLOYMENT**

8. In response to paragraph XXV of Plaintiff's Complaint, the answering Defendants incorporate by reference their responses to the preceding paragraphs as if set forth in their entirety.

9. The answering Defendants deny each and every allegation contained in Paragraph XXVI of Plaintiff's Complaint.

**COUNT II
BREACH OF CONTRACT**

10. In response to paragraph XXVII of Plaintiff's Complaint, the answering Defendants incorporate by reference their responses to the preceding paragraphs as if set forth in their entirety.

11. The answering Defendants deny each and every allegation contained in Paragraph XXVIII of Plaintiff's Complaint.

DAMAGES

12. In response to paragraph XXIX of Plaintiff's Complaint, the answering Defendants incorporate by reference their responses to the preceding paragraphs as if set forth in their entirety.

13. The answering Defendants deny each and every allegation contained in Paragraphs XXX, XXXI, XXXII, and XXXIII of Plaintiff's Complaint.

PRAYER FOR RELIEF

14. The answering Defendants deny Plaintiff's prayer for relief.

THIRD DEFENSE

Plaintiff's claims are time barred under Idaho Code section 6-2101, *et seq.*

FOURTH DEFENSE

The Plaintiff's claims are barred, either in whole or in part, because the actions complained of, if and to the extent they occurred, were the lawful exercise of discretion and were undertaken in good faith and for lawful, legitimate business reasons.

FIFTH DEFENSE

The Plaintiff's claims are barred, either in whole or in part, because even if the Defendants' actions with respect to Plaintiff are subsequently determined to have been wrongful, the Defendants' actions were at all times based upon a reasonable, good-faith belief that such actions were lawful.

SIXTH DEFENSE

Plaintiff's claims are barred, either in whole or in part, because Defendants' conduct in this matter was at all times privileged and based upon business necessity.

SEVENTH DEFENSE

Plaintiff's action is barred, either in whole or in part, because Plaintiff's claims were processed through Defendant's internal complaint procedures and appropriate action was taken.

EIGHTH DEFENSE

The damages prayed for in Plaintiff's Complaint and the cause of action alleged against the answering Defendants arise out of and stem from activities for which said Defendants are immune from liability by virtue of Title 6, Chapter 9, Idaho Code, and therefore, Plaintiff's cause of action and the damages alleged are barred by virtue of Title 6, Chapter 9, Idaho Code.

NINTH DEFENSE

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Plaintiff's claims are barred, either in whole or in part, because the terms of any employment contract between Plaintiff and Defendant was materially breached and repudiated by Plaintiff; therefore, Plaintiff is entitled to no relief upon any such contract.

TENTH DEFENSE

Any claim based upon breach of contract and/or breach of any alleged implied covenant of such contract is barred to the extent Plaintiff has failed to fulfill any contractual conditions precedent.

ELEVENTH DEFENSE

Any implied covenant of good faith and fair dealing was reciprocal, and any claims based upon a breach of such covenant are barred, either in whole or in part, because Plaintiff materially breached said covenant.

TWELFTH DEFENSE

The amounts the Plaintiff claims are due and owing for lost wages and/or benefits must be reduced and offset by any amounts (including unemployment insurance benefits) that

the Plaintiff earned or could have earned with the exercise of reasonable diligence during the period for which lost earnings are sought by the Plaintiff.

THIRTEENTH DEFENSE

Plaintiff's claims are barred, either in whole or in part, by the equitable doctrines of either estoppel, waiver, laches, and/or unclean hands.

FOURTEENTH DEFENSE

Plaintiff's claims are barred by failure to provide these answering Defendants with reasonable opportunity to cure any alleged breach of duty.

FIFTEENTH DEFENSE

If Plaintiff has sustained injuries or losses as alleged in the Complaint, upon information and belief, such injuries or losses were caused, in whole or in part, through the operation of other intervening and/or superseding cause or causes.

SIXTEENTH DEFENSE

Plaintiff's alleged damages, if any, are limited, either in whole or in part, by the limitation of non-economic damages as provided by Idaho Code section 6-1603.

SEVENTEENTH DEFENSE

Any recovery to which Plaintiff might otherwise be entitled in this action is subject to the provisions of Idaho Code section 6-1606 prohibiting double recoveries from collateral sources.

EIGHTEENTH DEFENSE

Plaintiff is barred from recovery, in whole or in part, by his failure to mitigate damages.

NINETEENTH DEFENSE

Plaintiff's claims may be barred, in whole or in part, by Plaintiff's own conduct, including, without limitation, his own contributory negligence.

TWENTIETH DEFENSE

To the extent that Plaintiff asserts a claim for relief against answering Defendants for emotional distress and/or other damages arising out of any alleged physical or emotional injury or disability, or a claim for relief against answering Defendants for purportedly causing his alleged physical or emotional injury or disability during the course and scope of his employment, Plaintiff's Complaint is barred by Idaho Code sections 72-201, 72-209 and 72-211, which are the exclusive remedy provisions of the Idaho Worker's Compensation Law, Idaho Code sections 72-101 – 72-806.

TWENTY-FIRST DEFENSE

Defendants are entitled to recover their attorney's fees for their defense of Plaintiff's action pursuant to Idaho Code sections 12-120, 12-121 and 12-123, and pursuant to Rule 54 of the Idaho Rules of Civil Procedure.

TWENTY-SECOND DEFENSE

Plaintiff's damages, if any, are limited by the provisions of 42 U.S.C. Section 1981a(b).

TWENTY-THIRD DEFENSE

Discovery is ongoing in this matter and Defendants respectfully reserve the right to amend and/or supplement their answer as may be necessary.

ATTORNEY FEES

The answering Defendants have been required to retain an attorney to defend this action and are entitled to recover their attorney fees incurred in the defense of this action

pursuant to Idaho Code section 12-120(3), Title VII of the Civil Rights Act of 1964, and any other applicable law.

WHEREFORE, the answering Defendants pray:

1. That Plaintiff take nothing by his Complaint, and that the Complaint in this action be dismissed, with prejudice;
2. For their costs and reasonable attorney fees; and
3. For such other and further relief as the court deems proper.

DATED this 10th day of April, 2006.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 

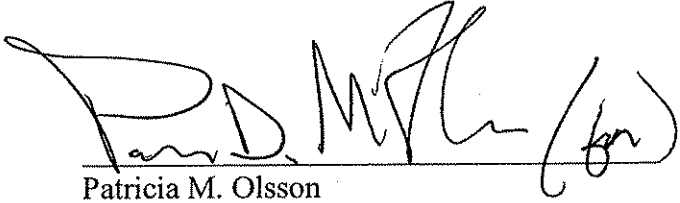
Patricia M. Olsson – Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of April, 2006, I caused a true and correct copy of the foregoing **ANSWER TO COMPLAINT** to be served by the method indicated below, and addressed to the following:

David E. Gabert, Esq.
Attorney at Law
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile


Patricia M. Olsson

FILED
2011 FEB 23 PM 3:04
BY [Signature]
DEPUTY CLERK

Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
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13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' MOTION FOR
PROTECTIVE ORDER**

COME NOW the above-named defendants Portneuf Medical Center, Pat
Hermanson, Pam Humphrey, Gary Alzola, Ron Fergie, and Barry Nielson (collectively "PMC")
and move this Court for a Protective Order against certain discovery propounded by Plaintiff in

S

his Second Set of Interrogatories and Requests for Production of Documents. The requests are unduly burdensome, repetitive, and are irrelevant. This motion is supported by the accompanying memorandum of law and the affidavit of Paul D. McFarlane with attached exhibits.

DATED this 12th day of February, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 

Paul D. McFarlane – Of the Firm
Attorneys for Defendants

HO

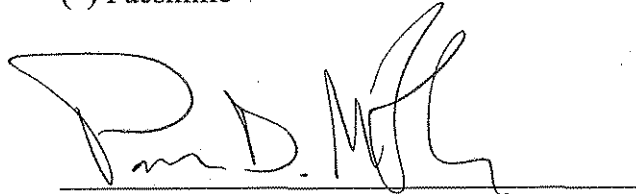
S

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of February, 2007, I caused a true and correct copy of the foregoing **DEFENDANTS' MOTION FOR PROTECTIVE ORDER** to be served by the method indicated below, and addressed to the following:

Curtis N. Holmes
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

41

41

S

FILED
2005 FEB 20 PM 3:04
BY _____ DEPUTY CLERK

Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
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Telephone (208) 345-2000
Facsimile (208) 385-5384
pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' MEMORANDUM IN
SUPPORT OF MOTION FOR
PROTECTIVE ORDER**

I. INTRODUCTION

Portions of Plaintiff's Second Set of Interrogatories and Requests for Production of Documents is duplicative, unduly burdensome and far afield of the issues in this case.

Defendants Portneuf Medical Center, et al. (together, "PMC") object to these discovery requests

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on the grounds that they are duplicative of earlier discovery, unduly burdensome, overly broad, vague, harassing, served for no other purpose than to annoy, and are not reasonably calculated to lead to the discovery of admissible evidence. A significant portion of the interrogatories and requests for production of documents are entirely irrelevant to the issues before the court, in that they seek information on issues far afield of plaintiff's whistleblowing allegations. Given the nature of the requested information, it is virtually impossible for PMC to provide meaningful answers and responses to the clear majority of plaintiffs' discovery. As such, PMC has no alternative but to seek a protective order from the Court under Idaho Rule of Civil Procedure Rule 26(c).

II. FACTS

On May 25, 2006, PMC was served with Plaintiff's First Set of Interrogatories and Requests for Production of Documents ("First Set"). Affidavit of Paul D. McFarlane ("McFarlane Aff., Exh. A. The First Set contained Interrogatory Nos. 1-19 (skipping No. 11 and going straight from No. 10 to No. 19) and Requests for Production Nos. 1-37. PMC served responses and objections to the First Set on June 27, 2006. PMC also supplemented its responses to the First Set on October 31 and November 2, 2006.

On December 5, 2006, PMC was served with Plaintiff's Third Set of Interrogatories and Requests for Production of Documents ("Third Set"). McFarlane Aff., Exh. B. This Third Set was served out of order, as Plaintiff's counsel indicated that a "Second Set" had been drafted and was meant to be served before the "Third Set" was served on December 5, 2006. However, the Second Set was not actually served until after the Third Set. McFarlane Aff., ¶ 2. The Third Set contained Interrogatory Nos. 20-21 and Requests for

Production Nos. 34-37. PMC served responses and objections to the Third Set on January 9, 2007.

On January 8, 2007, PMC was finally served with Plaintiff's Second Set of Interrogatories and Requests for Production of Documents. McFarlane Aff., Exh. C. This set contained Interrogatory Nos. 12-19 and Requests for Production Nos. 17-33. PMC served partial responses and objections to the Second Set on February 12, 2007.

PMC seeks a protective order relating to certain interrogatories and requests for production of documents contained in Plaintiff's Second Set of Interrogatories and Requests for Production of Documents as detailed below.

III. LAW

Rule 26(c) of the Idaho Rules of Civil Procedure provides that "[u]pon motion by a party . . . , and for good cause shown, the court in which the action is pending . . . may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including one or more of the following: (1) that discovery not be had. . . ." The Idaho Appellate Courts have consistently upheld the trial court's exercise of its discretionary function in enforcing such orders. When a trial court's exercise of its discretionary function is reviewed on appeal, the appellate court considers: (1) whether the lower court correctly perceived the issue as one of discretion; (2) whether the lower court acted within the boundaries of such discretion and consistently with any legal standards applicable to the specific choices before it; and (3) whether the court reached its decision by an exercise of reason. See *Sun Valley Shopping Ctr., Inc. v. Idaho Power Co.*, 119 Idaho 87, 94, 803 P.2d 993, 1000 (1991).

IV. ARGUMENT

PMC should be protected from having to respond to certain of Plaintiff's redundant irrelevant, and burdensome interrogatories and requests for production as detailed below.

A. Redundant Discovery Requests.

Many of Plaintiff's discovery requests in the Second Set are simply redundant. Many of them have been previously asked and answered, then re-propounded by Plaintiff with only minor changes, if any. The following are examples of the redundancies contained in Plaintiff's Second Set and Plaintiff's obdurate refusal to accept PMC's responses:

Interrogatory No. 15

45
Interrogatory No. 15 (Second Set) asks about all prior lawsuits against any of the defendants for a variety of reasons. This is a reincarnation of Interrogatory No. 8 (First Set) which was answered in its entirety in PMC's First Supplemental Responses. McFarlane Aff., Exh. D.

Interrogatory No. 16

Interrogatory No. 16 (Second Set) asks whether PMC employees have ever been subject to discipline. This is simply a rewording of Interrogatory No. 9 (First Set) which was answered in its entirety in PMC's Second Supplemental Responses. McFarlane Aff., Exh. E.

Interrogatory No. 17

Interrogatory No. 17 (Second Set) asks PMC to "identify" all documents provided by PMC to OSHA or any other agency relating to safety violations of the Life Flight program. This is virtually identical to Interrogatory No. 10 (First Set), which was answered by PMC. Exh. A. All responsive documents were produced in PMC's original response to Interrogatory No. 10 on June 27, 2006. McFarlane Aff., ¶6.

Interrogatory No. 18

Interrogatory No. 18 (Second Set) asks PMC to identify every record indicating take off and arrival times and the reasons therefore. In substance, it seeks the same information as Request for Production No. 11 (First Set), which was answered by PMC, in which the com center logs were compiled and produced to Plaintiff. McFarlane Aff., Exh. D. All responsive logs have been produced.

Request for Production No. 23

Request for Production No. 23 (Second Set) asks PMC to produce all emails from any defendant to plaintiff. This is almost the same as Request for Production 15 (First Set), which was answered in PMC's First Supplemental Responses on October 31, 2006. McFarlane Aff., Exh. D. All responsive emails have been produced.

Request for Production No. 28

⁴⁶ Request for Production No. 28 (Second Set) asks PMC to produce all dispatch logs from July, 2003. This is a condensed version of Request for Production 10, (First Set), which was answered in PMC's First Supplemental Responses on October 31, 2006. McFarlane Aff., Exh. D. All responsive documents have been produced.

Request for Production Nos. 29 & 30

Request for Production Nos. 29 and 30 (Second Set) ask PMC to produce pilot duty time records and load manifests relating to July 2003. These are merely condensed versions of Request for Production Nos. 12 and 13 (First Set), which were all answered in PMC's First Supplemental Responses on October 31, 2006. McFarlane Aff., Exh. D. In those responses, Plaintiff was informed that pilot duty records were only kept for one year and load manifests for 30 days.

No matter how many times Plaintiff repeats and rewords his interrogatories and requests for production, he has been provided answers and all responsive documents. If Plaintiff believes he is entitled to more, he is free to initiate a Rule 37 conference and then perhaps raise the issue with the Court. In the meantime, however, PMC is entitled to a protective order against these redundant and ultimately expensive discovery requests.

B. Irrelevant Discovery Requests.

Some of Plaintiffs' discovery requests are not meant to address any of the issues in the underlying whistleblower dispute. For example, without even defining the term "policy" or "maintenance program," Plaintiff wants PMC to provide him with all Life Flight maintenance policies and the maintenance protocols relating to a helicopter purchased by PMC (a helicopter Plaintiff did not want PMC to buy):

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REQUEST FOR PRODUCTION NO. 26: Please produce copies of all Life, Flight maintenance policies included either in the Life Flight Maintenance Policy Manual or which were created by Plaintiff in his capacity as Director of Maintenance.

REQUEST FOR PRODUCTION NO. 27: Please produce a complete copy of the Component Overhaul and Maintenance Program for the Life Flight Program from Augusta Aerospace together with all amendments and attached exhibits.

Second Set, McFarlane Aff., Exh. C.

These Requests for Production have nothing to do with Plaintiff's whistleblower claims. PMC can only infer that Plaintiffs' counsel is seeking to so burden defendant with discovery demands that PMC will be forced into settling plaintiff's claims so as to avoid onerous defense expenses. As the Plaintiffs' interrogatories and requests for production are drafted, PMC would be required to answer virtually identical interrogatories, with numerous subparts, several different times. Such tactics, obviously geared toward harassing the PMC, should not be

condoned by this Court. Rather, such aggressive tactics warrant a protective order. This Court should order plaintiffs to limit their Interrogatories and Requests for Production of Documents so that they are relevant to the instant whistleblower dispute and are not geared toward wholesale harassment.

V. CONCLUSION

For the above reasons, PMC respectfully requests that the Court grant its motion for protective order.

DATED this 17th day of February, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 

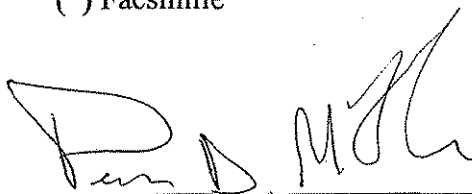
Paul D. McFarlane – Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of February, 2007, I caused a true and correct copy of the foregoing **DEFENDANTS' MEMORANDUM IN SUPPORT OF MOTION FOR PROTECTIVE ORDER** to be served by the method indicated below, and addressed to the following:

Curtis N. Holmes
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

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Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED
101 S. Capitol Blvd., 10th Floor
Post Office Box 829
Boise, Idaho 83701
Telephone (208) 345-2000
Facsimile (208) 385-5384
pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

FILED
2005 FEB 20 PM 3:04
BY [Signature]
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**AFFIDAVIT OF PAUL D. McFARLANE
IN SUPPORT OF DEFENDANTS'
MOTION FOR PROTECTIVE ORDER**

STATE OF IDAHO)
) ss.
County Of Ada)

PAUL D. McFARLANE, being first duly sworn on oath, deposes and says as
follows:

I am an attorney with the law firm of Moffatt, Thomas, Barrett, Rock & Fields, Chartered, counsel of record for the Defendants, and make this affidavit upon my own personal knowledge.

1. On May 25, 2006, Portneuf Medical Center ("PMC") was served with Plaintiff's First Set of Interrogatories and Requests for Production of Documents ("First Set"). The First Set contained Interrogatory Nos. 1-19 (skipping No. 11 and going straight from No. 10 to No. 19) and Requests for Production Nos. 1-37. PMC served responses and objections to the First Set on June 27, 2006. PMC also supplemented its responses to the First Set on October 31, 2006 and November 2, 2006. Attached as Exhibit A to my Affidavit is a true and correct copy of the First Set and PMC's responses.

2. On December 5, 2006, PMC was served with Plaintiff's Third Set of Interrogatories and Requests for Production of Documents ("Third Set"). This Third Set was served out of order, as Plaintiff's counsel Curtis Holmes informed me that a "Second Set" had been drafted and was meant to be served before the "Third Set" was served on December 5, 2006. However, the Second Set was not actually served until after the Third Set. The Third Set contained Interrogatory Nos. 20-21 and Requests for Production Nos. 34-37. PMC served responses and objections to the Third Set on January 9, 2007. Attached as Exhibit B to my Affidavit is a true and correct copy of the Third Set and PMC's responses.

3. On January 8, 2007, PMC was finally served with Plaintiff's Second Set of Interrogatories and Requests for Production of Documents. This set contained Interrogatory Nos. 12-19 and Requests for Production Nos. 17-33. PMC served partial responses and objections to the Second Set on February 12, 2007. PMC seeks a protective order relating to the

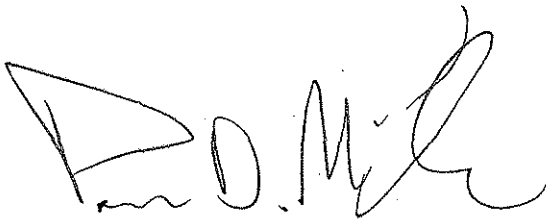
remainder of the discovery in the Second Set. Attached as Exhibit C to my Affidavit is a true and correct copy of the Second Set and PMC's responses.

4. Attached as Exhibit D to my Affidavit is a true and correct copy of PMC's First Supplemental Answers and Responses to Plaintiff's First Set of Interrogatories and Requests for Production of Documents, served on Plaintiff on October 31, 2006.

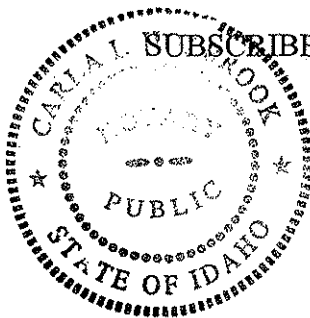
5. Attached as Exhibit E to my Affidavit is a true and correct copy of PMC's Second Supplemental Answers and Responses to Plaintiff's First Set of Interrogatories and Requests for Production of Documents, served on Plaintiff on November 2, 2006.

6. On June 27, 2006, PMC provided Plaintiff with all responsive documents in response to Interrogatory No. 10, which included all documents provided to the Occupational Safety and Health Administration.

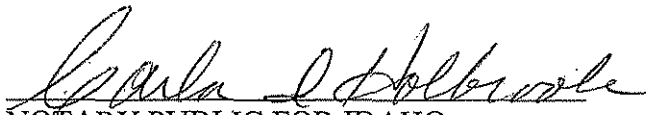
Further this affiant sayeth naught



Paul D. McFarlane



SUBSCRIBED AND SWORN to before me this 12th day of February, 2007.

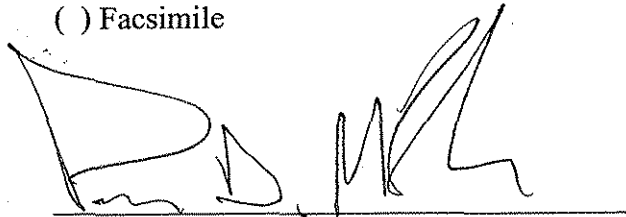

NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My Commission Expires 11-23-2009

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of February, 2007, I caused a true and correct copy of the foregoing **AFFIDAVIT OF PAUL D. McFARLANE IN SUPPORT OF DEFENDANTS' MOTION FOR PROTECTIVE ORDER** to be served by the method indicated below, and addressed to the following:

Curtis N. Holmes
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

EXHIBIT A

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Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED
101 S. Capitol Blvd., 10th Floor
Post Office Box 829
Boise, Idaho 83701
Telephone (208) 345-2000
Facsimile (208) 385-5384
pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' ANSWERS AND
RESPONSES TO PLAINTIFF'S FIRST
SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

COME NOW the above-named defendants, by and through their attorneys of record, and answer and respond to Plaintiff's First Set of Interrogatories and Requests for Production of Documents as follows:

INTERROGATORY NO. 1: Please state the name, address and telephone number of each and every person answering or consulted with to answer these Interrogatories.

ANSWER NO. 1: Objection to the extent this interrogatory requests information protected by the attorney client and/or work product privileges. Without waiving this objection, Patricia M. Olsson, Esq., Paul D. McFarlane, Esq., Moffatt Thomas Barrett Rock & Fields, Chartered, 101 S. Capitol Blvd., Boise, Idaho 83701, 208-345-2000; Richelle Heldwein, Director of Risk Management, Portneuf Medical Center, c/o Moffatt Thomas Barrett Rock & Fields, Chartered, 101 S. Capitol Blvd., Boise, Idaho 83701, 208-345-2000.

INTERROGATORY NO. 2: Please state the full name, current address and telephone number for each and every person, including parties, you intend to call as a witness to testify on your behalf in this action, and please state with particularity the substance of the facts and opinions to which each such person is expected to testify.

ANSWER NO. 2: Defendants have not yet determined the witnesses they will call at trial as discovery is still ongoing. Defendants will supplement their response to this request in accordance with the Idaho Rules of Civil Procedure and the orders of the court.

INTERROGATORY NO. 3: If you have not yet made a **final** decision as to what witnesses you intend or expect to call at trial, please provide the name, address and telephone number of any person whom you believe may have witnessed any event related to the subject matter of the instant cause of action, and the knowledge which you believe each such person may possess.

ANSWER NO. 3: Objection as this interrogatory is overbroad and vague as to what plaintiff means by "any event." Without waiving these objects, see below, see also documents produced in response to Request for Production No. 4.

Pam Holmes

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Ms. Holmes has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Gary Alzola

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Alzola has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Greg Stoltz

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Stoltz has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Tom Mortimer

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Mortimer has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Audrey Fletcher

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Ms. Fletcher has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Dave Perkins

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Perkins has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Ron Fergie

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Fergie has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Barry Nielsen

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Nielsen has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Chad Waller

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Waller has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Dale Mapes

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Mapes has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Jim Ford
c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702
208-345-2000

Mr. Ford has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Richelle Heldwein
c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702
208-345-2000

Ms. Heldwein has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Patrick Hermanson
c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702
208-345-2000

Mr. Hermanson has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Neomi Perez

c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702
208-345-2000

Ms. Perez has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Pamela Niece
c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702
208-345-2000

Ms. Niece has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Cindy Richardson
c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702
208-345-2000

Ms. Richardson has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Diane Kirse
c/o Moffatt Thomas Barrett Rock & Fields, Chartered
101 S. Capitol Blvd., 10th Floor
Boise, ID 83702

208-345-2000

Ms. Kirse has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Tim Brulotte

c/o Moffatt Thomas Barrett Rock & Fields, Chartered

101 S. Capitol Blvd., 10th Floor

Boise, ID 83702

208-345-2000

Mr. Brulotte has knowledge of the facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center.

Mark Van, plaintiff

Dennis Seals

Federal Aviation Administration – address unknown

Lynn Higgins

Federal Aviation Administration – address unknown

Les DeNaughel

Federal Aviation Administration – address unknown

INTERROGATORY NO. 4: Have you engaged any experts for consultation or assistance who are expected to testify at the hearing in this matter? If so, please state the expert's:

- (a) Name, address and telephone number;
- (b) Educational background starting with college or university experience;
- (c) Any field of specialization, special training or skills possessed by the

expert;

- (d) The specific substance of the expected testimony of the expert; and
- (e) All facts, data, knowledge, or information relied upon by the expert in

forming opinions or testimony which is the subject of subparagraph (d) above.

ANSWER NO. 4: Defendants have not yet determined the experts they will call at trial as discovery is still ongoing. Defendants will supplement their response to this request in accordance with the Idaho Rules of Civil Procedure and the orders of the court.

INTERROGATORY NO. 5: Please describe in detail Defendants' reasons for terminating Plaintiff from his employment with Portneuf Medical Center and the factual basis for each such reason.

ANSWER NO. 5: Mr. Van was discharged because of his inability to move on from issues that had been previously addressed (over and over again), which led to lack of trust of the pilots and a breakdown of the *LifeFlight* system. PMC faced the potential loss of members of the *LifeFlight* medical staff and the crew, including the pilots and the Operations Chief, due to Mr. Van's behavior. Mr. Van's employment was terminated because his conduct was jeopardizing the safety of the *LifeFlight* team, the patients they flew, and threatening the continuation of the program.

INTERROGATORY NO. 6: Please state whether you intend to introduce into evidence any oral, written or recorded statements made by any person regarding any incident which relates to the subject matter of the instant cause action when any such was present and witnessed the said incident. If so, please identify when, where, and to whom each such statement was made, whether or not the statement was written or otherwise recorded, the person or persons having possession of the written or recorded statement, and please state the substantive content of each such statement.

ANSWER NO. 6: Defendants have not yet determined the evidence they will introduce at trial as discovery is still ongoing. Defendants will supplement their response to this request in accordance with the Idaho Rules of Civil Procedure and the orders of the court. See documents produced in response to Request for Production No. 4.

INTERROGATORY NO. 7: List and identify each and every exhibit which you intend to introduce at the trial in the above referenced to matter by listing and identifying the same.

ANSWER NO. 7: Defendants have not yet determined the exhibits they will introduce at trial as discovery is still ongoing. Defendants will supplement their response to this request in accordance with the Idaho Rules of Civil Procedure and the orders of the court. See documents produced in response to Request for Production No. 4.

INTERROGATORY NO. 8: Please identify by date, jurisdiction, case number, or any other identifying information which would reasonably allow any person to secure documentation therefrom, any lawsuit filed against any or all of the named Defendants, or any actions filed by any federal or state administrative agency, regarding any claims for wrongful termination, violations of hospital policies, any violations of OSHA standards, any violations of federal aviation regulations, or any violations of state or federal law.

ANSWER NO. 8: Objection. This interrogatory is objectionable as it requests information relating to any conceivable lawsuit or governmental action against any of the named defendants for any conceivable reason at any conceivable time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 9: Please state whether any employee or agent of Portneuf Medical Center has ever received either from Portneuf Medical Center or from any responsible state or federal agency a termination of employment, verbal or written reprimand, or any other disciplinary action resulting from any alleged violations of hospital policies, any Life Flight policies, any violations of OSHA standards, any violations of federal aviation regulations, or any violations of state or federal law. In so doing, please identify the name of the employee or agent, the nature of the disciplinary action, and the violation alleged to have occurred.

ANSWER NO. 9: Objection. This interrogatory is objectionable as it requests information relating to any conceivable warning or reprimand to any employee, vendor, or other agent of Portneuf Medical Center, by Portneuf Medical Center or any conceivable governmental entity, for virtually any reason, at any conceivable time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 10: Please identify each and every document provided by Portneuf Medical Center to OSHA, or to any other state or federal agency regarding any investigation of violations of any state or federal safety regulations allegedly committed at Portneuf Medical Center, or within the Life Flight program, including all documents provided to OSHA or to the FAA relative to Plaintiff's whistleblower claims.

ANSWER NO. 10: Objection. This interrogatory is objectionable as it requests information relating to any document provided by Portneuf Medical Center to any governmental agency relating to any safety violations of any kind at any time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, please see

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documents produced in response to Request for Production No. 4, including documentation provided to the Occupational Health and Safety Administration.

INTERROGATORY NO. 19 [sic]: Please identify each and every benefit to which Plaintiff was entitled as an employee of Portneuf Medical Center. Such benefits should include, without limitation, vacation pay, sick pay, 401k benefits, medical insurance benefits, life insurance benefits, professional liability insurance benefits, and disability insurance benefits. In so doing, please also state the extent of each such benefit, the cost to Plaintiff for each such benefit, and the cost paid by Portneuf Medical Center for each such benefit.

ANSWER NO. 19: Objection. Vague. Without waiving this objection, please see documents produced in response to Request for Production No. 4. Discovery is continuing, and defendants are seeking additional information responsive to this interrogatory. Will supplement as necessary.

REQUEST FOR PRODUCTION NO. 1: Produce copies of all documents used to provide information in answering the above interrogatories.

RESPONSE NO. 1: Objection to the extent this request for production is overly broad, vague, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and requests information protected by the attorney-client and/or work product privileges. Without waiving these objections, please see documents produced in response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 2: Produce copies of all exhibits you intend to introduce at the trial before the Court in this matter.

RESPONSE NO. 2: Please see answer to Interrogatory No. 7.

REQUEST FOR PRODUCTION NO. 3: Produce copies of all written reports or other documents prepared or used by any expert you intend to call to testify in this matter which the expert may use in developing any opinion sought to be introduced in this matter.

RESPONSE NO. 3: Please see answer to Interrogatory No. 4.

REQUEST FOR PRODUCTION NO. 4: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 5 above.

RESPONSE NO. 4: *Objection to the extent this request for production is overly broad and vague and requests information protected by the attorney-client and/or work product privileges. Without waiving these objections, please see documents produced herewith Bates numbered PMC0000001 – 000350, PMC000357 – 000983 and PMC001015 - 001267.*

REQUEST FOR PRODUCTION NO. 5: Produce copies of any written or recorded statements made by any persons to which you have referred in your answer to Interrogatory No. 6 above.

RESPONSE NO. 5: Please see answer to Interrogatory No. 6.

REQUEST FOR PRODUCTION NO. 6: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 8 above.

RESPONSE NO. 6: *Objection. This request for production and the referenced interrogatory are objectionable as they request information relating to any conceivable lawsuit or governmental action against any of the named defendants for any conceivable reason at any conceivable time. As such, defendants object to this request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.*

REQUEST FOR PRODUCTION NO. 7: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 9 above.

RESPONSE NO. 7: Objection. This request for production and the referenced interrogatory are objectionable as they request information relating to any conceivable warning or reprimand to any employee, vendor, or other agent of Portneuf Medical Center, by Portneuf Medical Center or any conceivable governmental entity, for virtually any reason, at any conceivable time. As such, defendants object to this request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 8: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 10 above.

RESPONSE NO. 8: Objection. This request for production and the referenced interrogatory are objectionable as they request information relating to any document provided by Portneuf Medical Center to any governmental agency relating to any safety violations of any kind at any time. As such, defendants object to this request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, please see documents produced in response to Request for Production No. 4, including documentation provided to the Occupational Safety and Health Administration.

REQUEST FOR PRODUCTION NO. 9: Please produce copies of all photographs which you may have in your possession, or which may be readily available to you, which pertain to any state or federal safety regulations allegedly committed at Portneuf Medical Center or within the Life Flight Program.

RESPONSE NO. 9: Objection. Vague and unintelligible. Without waiving these objections, please see documents produced in response to Request for Production No. 4, including newspaper articles and photos attached thereto. Discovery is ongoing, and defendants will supplement this response to the extent that additional information becomes known.

REQUEST FOR PRODUCTION NO. 10: Please produce copies of all dispatch logs for departure and arrival times for the Portneuf Medical Center Life Flight program for the years 2001 to present.

RESPONSE NO. 10: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 11: Please produce copies of all logs for aircraft out of service for the Portneuf Medical Center Life Flight program for the years 2001 to present.

RESPONSE NO. 11: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 12: Please produce copies of all FAA required pilot duty time records for the Portneuf Medical Center Life Flight program for the years 2001 to present.

RESPONSE NO. 12: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 13: Please produce copies of the originals and copies of all copies of load manifests for the Portneuf Medical Center Life Flight program for the years 2001 to present.

RESPONSE NO. 13: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 14: Please produce copies of all pilot duty time records for the Portneuf Medical Center Life Flight program for the years 2001 to present.

RESPONSE NO. 14: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 15: Please produce copies of all e-mails together with their corresponding attachments which were sent from any of the named Defendants to Plaintiff, or to any person in the Human Resources Department of Portneuf Medical Center, or to Cindy Richardson, or to Russ White, for the years 2001 to present. Please also include any attached documents which evidence the date and time when the e-mails were opened.

RESPONSE NO. 15: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to the extent that this request for production seeks information protected by the attorney-client and/or work product privileges. There are literally hundreds of e-mails that could be responsive to this request, the vast majority which have nothing to do with plaintiff and deal with confidential issues pertaining to business and human resources, including confidential employee information. Defendants will not produce any responsive documents without an appropriate scope limitation and protective order in place.

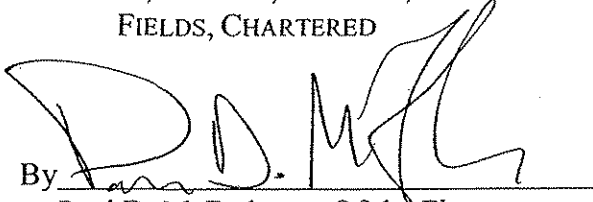
REQUEST FOR PRODUCTION NO. 16: Please produce copies of all e-mails together with their corresponding attachments which were sent by Plaintiff to any of the named Defendants, or to any person in the Human Resources Department of Portneuf Medical Center,

or to Cindy Richardson, or to Russ White, for the years 2001 to present. Please also include any attached documents which evidence the date and time when the e-mails were opened.

RESPONSE NO. 16: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to the extent that this request for production seeks information protected by the attorney-client and/or work product privileges. There are literally hundreds of e-mails that could be responsive to this request, the vast majority which have nothing to do with plaintiff's issues in this lawsuit and deal with confidential issues pertaining to business and human resources, including confidential employee information. Defendants will not produce any responsive documents without an appropriate scope limitation and protective order in place. Without waiving these objections, please see documents produced in response to Request for Production No. 4. Discovery is ongoing, and defendants will supplement this response to the extent that additional information becomes known.

DATED this 27th day of June, 2006.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

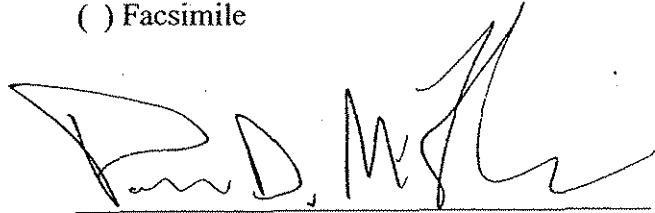
By 
Paul D. McFarlane - Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of June, 2006, I caused a true and correct copy of the foregoing **DEFENDANTS' ANSWERS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS** to be served by the method indicated below, and addressed to the following:

David E. Gabert
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

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EXHIBIT B

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Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED
101 S. Capitol Blvd., 10th Floor
Post Office Box 829
Boise, Idaho 83701
Telephone (208) 345-2000
Facsimile (208) 385-5384
pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

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PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' ANSWERS TO
PLAINTIFF'S THIRD SET OF
INTERROGATORIES AND
RESPONSES TO REQUESTS FOR
PRODUCTION OF DOCUMENTS**

COME NOW the above-named defendants, by and through undersigned counsel
of record, and answer and respond to plaintiff's third set of interrogatories and requests for
production of documents as follows:

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**DEFENDANTS' ANSWERS TO PLAINTIFF'S THIRD SET OF INTERROGATORIES
AND RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**

FILE COPY
1/9/05

INTERROGATORY NO. 20: Please state whether any of the named Defendants herein was designated as a party participating in the investigation of the Life Flight aircraft crash which occurred on or about November 14, 2001, pursuant to CFR Section 831.11. If so, please provide in detail all relevant information explaining how each such person or entity was designated as an investigating party, the scope of each party's authority in the investigation process, and the details of any instructions given to such party at the time or after the party was designated as an investigating party.

ANSWER NO. 20: Objection, to the extent this interrogatory is vague and requires the answering defendants to determine what plaintiff means by "all relevant information" relating to any status as a party participating in the investigation. This interrogatory also requires the answering defendant to reach legal conclusions as to "the scope of each party's authority in the investigation process." Moreover, this interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, the only people interviewed by the FAA relating to the Life Flight aircraft crash which occurred on or about November 14, 2001, and included in the investigation, were the pilot and Mark Van. Documents relating to those interviews would have to be obtained from the FAA.

INTERROGATORY NO. 21: Please provide a detailed response as to why Portneuf Medical Center's air carrier certificate was issued an FAA warning on or about May 27, 2004, for violations of pilot duty time records.

ANSWER NO. 21: Objection, not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this objection, on November 15, 2004, the Board of Directors, Portneuf Medical Center, was issued a warning notice for a violation occurring on

May 27, 2004, that a VII Certificate Holder did not maintain adequate pilot flight time records.
Please see documents produced in response to Request for Production No. 37.

REQUEST FOR PRODUCTION NO. 34: With regards to your answer to Interrogatory No. 20 above, please produce copies of any and all "Statements of Party Representatives to NTSB Investigation" signed by any of the named Defendants herein, if any.

RESPONSE NO. 34: Please see response to Interrogatory No. 20.

REQUEST FOR PRODUCTION NO. 35: Please produce copies of all employment evaluations for Plaintiff prepared for the years 1997, 1999, and 2002.

RESPONSE NO. 35: All employment evaluations have been produced, as detailed below:

07/31/87
05/09/88
06/05/89
09/25/90
09/21/91
09/23/92
period 09/09/95 - 09/09/96
period 10/96 -02/98
period 09/30/97 - 10/01/98
period 10/01/99 - 09/30/00
period 04/01/99 - 03/20/00
01/20/03
01/06/04
01/11/05

REQUEST FOR PRODUCTION NO. 36: Please produce copies of all documents generated as a result of the investigation of Defendant, Barry Nielson's, alleged flight with ice on the main rotor blades which occurred on or about October 30 or 31, 2004.

RESPONSE NO. 36: Objection, overly broad, not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, *see* attached. All

other documents relating to the incident relating to an alleged flight with ice on the main rotor blades which occurred on or about October 30 or 31, 2004, have been previously produced.

REQUEST FOR PRODUCTION NO. 37: Please produce copies of all documents not previously produce [sic] which relate to your response to Interrogatory Number 21 above.

RESPONSE NO. 37: Objection, overly broad, vague, unintelligible. Without waiving these objections, *see* attached documents.

DATED this 9th day of January, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 


Paul D. McFarlane – Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of January, 2007, I caused a true and correct copy of the foregoing **DEFENDANTS' ANSWERS TO PLAINTIFF'S THIRD SET OF INTERROGATORIES AND RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS** to be served by the method indicated below, and addressed to the following:

Curtis N. Holmes
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

80

EXHIBIT C

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S

Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED
101 S. Capitol Blvd., 10th Floor
Post Office Box 829
Boise, Idaho 83701
Telephone (208) 345-2000
Facsimile (208) 385-5384
pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' ANSWERS TO
PLAINTIFF'S SECOND SET OF
INTERROGATORIES AND
RESPONSES TO REQUESTS FOR
PRODUCTION OF DOCUMENTS**

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**DEFENDANTS' ANSWERS TO PLAINTIFF'S SECOND SET OF INTERROGATORIES
AND RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS- 1**

BOI_MT2:638059.1

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COME NOW the above-named defendants, by and through undersigned counsel of record, and answer and respond to plaintiff's second set of interrogatories and requests for production of documents as follows:

INTERROGATORIES

INTERROGATORY NO. 12: With regards to each and every person listed in your Answer to Interrogatory No. 3 of Plaintiff's First Set of Interrogatories and Requests for Production of Documents, please state with particularity all specific facts known to each such person which have a bearing upon the "facts and circumstances surrounding plaintiff's employment and discharge with Portneuf Medical Center" as you have previously stated in your Answer.

ANSWER NO. 12: Objection. Overly broad, not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, see below, see also defendants' Answer to Interrogatory No. 3 of Plaintiff's First Set of Interrogatories and Requests for Production of Documents and documents produced in response to Request for Production No. 4.

Pam Holmes is the Director of Emergency Services at Portneuf Medical Center and has worked with the plaintiff since approximately 1985. Ms. Holmes' duties include overseeing the Emergency Department, Trauma Department, and *LifeFlight*. Ms. Holmes has knowledge of plaintiff's performance evaluations, the January 2005 Safety Meeting, the November 14, 2001 crash of the *LifeFlight* helicopter, and plaintiff's employment and discharge from Portneuf Medical Center.

Gary Alzola is the Director of Operations, Aviation Manager and *LifeFlight* pilot for Portneuf Medical Center. Mr. Alzola worked with the plaintiff for approximately 10 years.

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Mr. Alzola has knowledge of plaintiff's alleged safety complaints, the May 17, 2004 and June 7, 2004 oversights of Airworthiness Directive (AD) inspections, the October 2004 ice on the rotor blades incident, the Component Overhaul and Maintenance Program (COMP) agreement with Augusta Aerospace, the Cold Weather Policy, Portneuf Medical Center's *LifeFlight* program policies, *LifeFlight* pilot policies, how airworthiness is determined, and plaintiff's employment and discharge from Portneuf Medical Center.

Greg Stoltz is the Director of Maintenance for *LifeFlight*. Mr. Stoltz occasionally worked for the *LifeFlight* program as a mechanic for approximately 15 years. Mr. Stoltz has knowledge of the October 2004 ice on the rotor blades incident, how safety issues are dealt with between the *LifeFlight* mechanics and pilots, the Cold Weather Policy, how airworthiness is determined, and plaintiff's employment and discharge from Portneuf Medical Center.

Tom Mortimer is the *LifeFlight* program Chief Flight Nurse at Portneuf Medical Center. Mr. Mortimer has worked for Portneuf Medical Center for approximately 12 years, and has known the plaintiff for approximately 9 years. Mr. Mortimer has knowledge of the relationship between the plaintiff and the *LifeFlight* medical staff and crew, the March 24, 2005 *LifeFlight* Leadership committee meeting, the lack of trust between the *LifeFlight* mechanics and pilots, complaints from *LifeFlight* medical staff regarding plaintiff, Commission on Accreditation of Medical Transport Systems (CAMTS) accreditation, the November 14, 2001 crash of the *LifeFlight* helicopter, and plaintiff's employment and discharge from Portneuf Medical Center.

Audrey Fletcher is the Employee Relations Facilitator at Portneuf Medical Center. Ms. Fletcher has known the plaintiff since November 2001. Ms. Fletcher has knowledge of the

plaintiff's inability to move on from issues, the November 14, 2001 crash of the *LifeFlight* helicopter, the Component Overhaul and Maintenance Program (COMP) agreement with Augusta Aerospace, the September 16, 2004 letter from Pat Hermanson to plaintiff, the performance evaluation process and philosophy at Portneuf Medical Center, severity of letters to plaintiff from Cindy Richardson, Pamela Niece, and Pat Hermanson, breakdown in relationship between *LifeFlight* medical staff, pilots and mechanics, recommendation for plaintiff to use Employee Assistance Program (EAP) and see psychiatrist Dr. Hazel, requested meeting between plaintiff, Dale Mapes, and Pam Humphrey, plaintiff's allegation that he was threatened by Barry Nielsen, Portneuf Medical Center's progressive discipline policy, written guidelines for managers on employee evaluations, the employee handbook, and plaintiff's employment and reasons for discharge from Portneuf Medical Center.

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Dave Perkins is a *LifeFlight* mechanic at Portneuf Medical Center. Mr. Perkins worked with the plaintiff for approximately six months. Mr. Perkins has knowledge of the plaintiff's distrust of the *LifeFlight* pilots and administration, and plaintiff's employment and reasons for discharge from Portneuf Medical Center.

Ron Fergie is the Chief Pilot and Safety Officer for the *LifeFlight* program at Portneuf Medical Center. Mr. Fergie has known the plaintiff since approximately March of 1999. Mr. Fergie has knowledge of the October 2004 ice on the rotor blades incident, the alleged September 2005 "buzzing" of plaintiff's house, the February 1, 2005 snow under blade covers incident, plaintiff's distrust of pilots, *LifeFlight* Cold Weather Policy, the March 24, 2005 *LifeFlight* Leadership committee meeting, the July 2003 mission to Salt Lake City, how

airworthiness is determined, and plaintiff's employment and discharge from Portneuf Medical Center.

Barry Nielsen is a *LifeFlight* pilot at Portneuf Medical Center. Mr. Nielsen has knowledge of the October 2004 ice on the rotor blades incident, the cawling incident in approximately September or October of 2003, plaintiff's allegation that he threatened him, plaintiff's distrust of pilots, how airworthiness is determined, the May 17, 2004 and June 7, 2004 overflights A.D. inspections, and plaintiff's employment and discharge from Portneuf Medical Center.

Chad Waller is a *LifeFlight* pilot at Portneuf Medical Center. Mr. Waller has worked at Portneuf Medical Center for approximately 5 years. Mr. Waller has knowledge of the May 17, 2004 and June 7, 2004 overflights A.D. inspections, and plaintiff's employment and discharge from Portneuf Medical Center.

Dale Mapes is the Vice President of Human Resources and Support Services at Portneuf Medical Center. Mr. Mapes has knowledge of the reasons for and the decision to terminate plaintiff, plaintiff's rejection of Portneuf Medical Center's severance proposal, and plaintiff's employment and discharge from Portneuf Medical Center.

Jim Ford was formerly a *LifeFlight* pilot at Portneuf Medical Center. Mr. Ford has knowledge of plaintiff's distrust of pilots, the May 17, 2004 and June 7, 2004 overflights A.D. inspections, the October 2004 ice on the rotor blades incident, and plaintiff's employment and discharge from Portneuf Medical Center.

Richelle Heldwein is the Risk Manager for Portneuf Medical Center. Ms. Heldwein has knowledge of the November 14, 2001 crash of the *LifeFlight* helicopter, the

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reasons for and the decision to terminate plaintiff, plaintiff's rejection of Portneuf Medical Center's severance proposal, and plaintiff's employment and discharge from Portneuf Medical Center.

Patrick Hermanson is the CEO of Portneuf Medical Center. Mr. Hermanson has knowledge of the Component Overhaul and Maintenance Program (COMP) agreement with Augusta Aerospace, plaintiff's personal trust issues pertaining to the agreement with Augusta Aerospace, the reasons for and the decision to terminate plaintiff, and plaintiff's employment and discharge from Portneuf Medical Center.

Neomi Perez has knowledge regarding plaintiff's request to hire an additional mechanic, the reasons for and the decision to terminate plaintiff, and plaintiff's employment and discharge from Portneuf Medical Center.

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Pamela Niece was the former Vice President of Human Resources at Portneuf Medical Center. Ms. Niece has knowledge of the Component Overhaul and Maintenance Program (COMP) agreement with Augusta Aerospace, the November 14, 2001 crash of the *LifeFlight* helicopter, the alleged September 2005 "buzzing" of plaintiff's house, plaintiff's distrust of pilots, inability to move on from issues, and plaintiff's employment and discharge from Portneuf Medical Center.

Cindy Richardson was the former Vice President of Patient Care Services at Portneuf Medical Center. Ms. Richardson has knowledge of the November 14, 2001 crash of the *LifeFlight* helicopter and plaintiff's allegations regarding the release of information pertaining to the crash, plaintiff's distrust of pilots, inability to move on from issues, and plaintiff's employment and discharge from Portneuf Medical Center.

Diane Kirse was the former Emergency Department Manager at Portneuf Medical Center. Ms. Kirse has knowledge of the November 14, 2001 crash of the *LifeFlight* helicopter and plaintiff's allegations regarding the release of information pertaining to the crash, plaintiff's distrust of pilots, inability to move on from issues, and plaintiff's employment and discharge from Portneuf Medical Center.

Tim Brulotte was a former *LifeFlight* pilot at Portneuf Medical Center. Mr. Brulotte has knowledge of the November 14, 2001 crash of the *LifeFlight* helicopter, and plaintiff's employment and discharge from Portneuf Medical Center.

Dennis Seals was employed by the FAA Salt Lake Flight Standards Office. Mr. Seals has knowledge of the October 2004 ice on the rotor blades incident, the FAA's October 13, 2005 inspection of this incident, and Portneuf Medical Center's cold weather operation procedures.

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Lynn Higgins was employed by the FAA as a Principal Operations Inspector. Mr. Higgins has knowledge of the November 14, 2001 crash of the *LifeFlight* helicopter, Portneuf Medical Center's self-disclosed violation of FAA Regulation Section 39.7 when it overflew an Airworthiness Directive for N91LF on May 17, 2004 and June 7, 2004, and the November 15, 2004 Letter of Correction issued for failure to maintain adequate pilot records.

Les DeNaughel was employed by the FAA. Mr. DeNaughel has knowledge of the whistle blower complaint filed by plaintiff pertaining to October 2004 ice on the rotor blades incident, and the finding of no provable violation.

INTERROGATORY NO. 13: With regards to your Answer to Interrogatory No. 5 of Plaintiff's First Set of Interrogatories and Requests for Production of Documents, please

identify each and every "issue" which you claim had been addressed but from which Plaintiff had refused "to move on." Please also state with particularity how PMC had addressed each such issue.

ANSWER NO. 13: Objection. Work product. Overly broad, not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, see documents previously produced in response to Request for Production No. 4, specifically PMC000197-198, PMC000240-249, PMC000449-452, and PMC000842.

INTERROGATORY NO. 14: With regards to your Answer to Interrogatory No. 5 of Plaintiff's First Set of Interrogatories and Requests for Production of Documents, please identify each and every member of the Life Flight medical staff and crew whom PMC would potentially have lost due to Plaintiff's behavior. In so doing, please identify each and every fact supporting your assertion that PMC would potentially have lost each such person including each and every representation made by each such person, the date it was made, the persons who heard such representation, or any other fact upon which you have based your assertion that PMC would have lost such person from the Life Flight program.

ANSWER NO. 14: Objection. Overly broad and vague and requests information protected by the attorney-client and/or work product privileges.

INTERROGATORY NO. 15: Please identify by date, jurisdiction, case number, or any other identifying information which would reasonably allow any person to secure documentation therefrom, any lawsuit filed against any or all of the named Defendants, or any actions filed by any federal or state administrative agency, regarding any violations of OSHA

standards, any violations of federal aviation regulations, or any violations of state or federal law regarding safety issues associated with the Life Flight program at Portneuf Medical Center.

ANSWER NO. 15: Objection. This interrogatory is objectionable as it requests information relating to any conceivable lawsuit or governmental action against any of the named defendants for any safety issues at any conceivable time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered this Interrogatory, without waiving said objection, see Answer to Interrogatory No. 8.

INTERROGATORY NO. 16: Please state whether any employee or agent of Portneuf Medical Center or formerly Bannock Regional Medical Center has ever received either from Portneuf Medical Center, Bannock Regional Medical Center or from any responsible state or federal agency a termination of employment, demotion of employment, verbal or written reprimand, or any other disciplinary action resulting from any alleged violations of hospital policies, Life Flight policies, any violations of OSHA standards, any violations of federal aviation regulations, or any violations of state or federal law regarding safety issues associated with the Life Flight Program. In so doing, please identify the name of the employee or agent, the nature of the disciplinary action, and the violation alleged to have occurred.

ANSWER NO. 16: Objection. This interrogatory is objectionable as it requests information relating to any conceivable warning or reprimand to any employee, vendor, or other agent of Portneuf Medical Center formerly Bannock Regional Medical Center, by Portneuf Medical Center or any conceivable governmental entity, for virtually any reason, at any conceivable time. As such, defendants object to this interrogatory as overly broad, vague,

unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered this Interrogatory, without waiving said objection, see Answer to Interrogatory No. 9.

INTERROGATORY NO. 17: Please identify each and every document provided by Portneuf Medical Center to OSHA, or to any other state or federal agency regarding any investigation of violations of any state or federal safety regulations allegedly committed within the Life Flight Program at Portneuf Medical Center, including all documents provided to OSHA or to the FAA relative to Plaintiff's whistleblower claims.

ANSWER NO. 17: Objection. This interrogatory is objectionable as it requests information relating to any document provided by Portneuf Medical Center to any governmental agency relating to any safety violations of any kind at any time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, please see documents produced in response to Request for Production No. 4, including documentation provided to the Occupational Health and Safety Administration. Defendants have already answered this Interrogatory, without waiving said objection, see Answer to Interrogatory No. 10.

INTERROGATORY NO. 18: Please identify with particularity each and every record from Portneuf Medical Center which documents all delayed take off times and the reason(s) therefor and also all declined flights and the specific reason(s) therefor on occasions when the aircraft was not ready to fly for the period of 2001 to present.

ANSWER NO. 18: Objection. Overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 19: Please identify the name(s) and address(es) of your professional liability insurer(s) for employees of Portneuf Medical Center for the years 2004 and 2005. In addition, please state what the cost of the premium paid for coverage on behalf of Plaintiff was on a monthly basis in 2004 and 2005, the amount thereof paid by PMC, the amount thereof paid by Plaintiff, and the coverage provided.

ANSWER NO. 19: Objection. Overly broad, vague, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and outside the scope of plaintiff's issues in the lawsuit and deals with confidential issues pertaining to business and human resources.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 17: Produce copies of all documents used to provide information in answering the above interrogatories.

RESPONSE NO. 17: Objection. Overly broad, vague, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, see Answers to Interrogatories 12 – 19.

REQUEST FOR PRODUCTION NO. 18: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 13 above.

RESPONSE NO. 18: Objection. This Request for Production and the reference Interrogatory are objectionable as overly broad, not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, see documents produced in response to Request for Production No. 4, specifically PMC000197-198, PMC000240-249, PMC000449-452, and PMC000842.

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REQUEST FOR PRODUCTION NO. 19: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 14 above.

RESPONSE NO. 19: Objection. This Request for Production and the reference Interrogatory are objectionable as overly broad and vague and requests information protected by the attorney-client and/or work product privileges.

REQUEST FOR PRODUCTION NO. 20: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 15 above.

RESPONSE NO. 20: Objection. This Request for Production and the referenced Interrogatory are objectionable as they request information relating to any conceivable lawsuit or governmental action against any of the named defendants for any safety issues at any conceivable time. As such, defendants object to this interrogatory and request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered this Interrogatory, without waiving said objection, see Answer to Interrogatory Nos. 8 and 15.

REQUEST FOR PRODUCTION NO. 21: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 16 above.

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RESPONSE NO. 21: Objection. This Request for Production and the referenced Interrogatory are objectionable as they request information relating to any conceivable warning or reprimand to any employee, vendor, or other agent of Portneuf Medical Center formerly Bannock Regional Medical Center, by Portneuf Medical Center or any conceivable governmental entity, for virtually any reason, at any conceivable time. As such, defendants object to this interrogatory and request for production as overly broad, vague, unduly

burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered this Interrogatory, without waiving said objection, see Answer to Interrogatory Nos. 9 and 16.

REQUEST FOR PRODUCTION NO. 22: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 17 above.

RESPONSE NO. 22: Objection. This Request for Production and the referenced Interrogatories are objectionable as they request information relating to any document provided by Portneuf Medical Center to any governmental agency relating to any safety violations of any kind at any time. As such, defendants object to this interrogatory and request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, please see documents produced in response to Request for Production No. 4, including documentation provided to the Occupational Health and Safety Administration. Defendants have already answered this Interrogatory, without waiving said objection, see Answer to Interrogatory Nos. 10 and 17.

REQUEST FOR PRODUCTION NO. 23: Please produce copies of all e-mails together with their corresponding attachments which were sent from any of the named Defendants to Plaintiff, or which were sent by any of the named Defendants to any person in the Human Resources Department of Portneuf Medical Center, or which were sent by any of the named Defendants to Cindy Richardson, or to Russ White, regarding the Component Overhaul and Maintenance Program for the Life Flight Program with Augusta Aerospace, and/or safety issues with the Life Flight program, and/or the Life Flight helicopter crash of 2001, and/or correspondence between Plaintiff and Audrey Fletcher, for the years 2001 to present. Please also

include any attached documents which evidence the date and time when the e-mails were opened.

RESPONSE NO. 23: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered the Request for Production, without waiving these objections, see documents produced in response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 24: Please produce copies of all e-mails together with their corresponding attachments which were sent by Plaintiff to any of the named Defendants, or to any person in the Human Resources Department of Portneuf Medical Center, or to Cindy Richardson, or to Russ White, regarding any safety issues and/or requesting any meeting with Human Resources for the months of March and April, 2005. Please also include any attached documents which evidence the date and time when the e-mails were opened.

RESPONSE NO. 24: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered the Request for Production, without waiving these objections, see documents produced in response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 25: Please produce copies of all e-mail notifications of Human Resources meetings in which Plaintiff was to be present for the period of 2001 to the date of Plaintiff's termination of employment.

RESPONSE NO. 25: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery

of admissible evidence. Defendants have already produced all e-mails to plaintiff, without waiving these objections, see documents produced in response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 26: Please produce copies of all Life, Flight maintenance policies included either in the Life Flight Maintenance Policy Manual or which were created by Plaintiff in his capacity as Director of Maintenance.

RESPONSE NO. 26: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 27: Please produce a complete copy of the Component Overhaul and Maintenance Program for the Life Flight Program from Augusta Aerospace together with all amendments and attached exhibits.

RESPONSE NO. 27: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence, and outside the scope of plaintiff's issues in the lawsuit .

REQUEST FOR PRODUCTION NO. 28: Please produce copies of all dispatch logs for departure and arrival times for the Portneuf Medical Center Life Flight program for the month of July, 2003.

RESPONSE NO. 28: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 29: Please produce copies of all FAA required pilot duty time records for the Portneuf Medical Center Life Flight program for the month of July, 2003.

RESPONSE NO. 29: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

REQUEST FOR PRODUCTION NO. 30: Please produce copies of the originals and copies of all copies of load manifests for the Portneuf Medical Center Life Flight program for the month of July, 2003.

RESPONSE NO. 30: Objection. This Request for Production is objectionable as overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered this Request for Production.

REQUEST FOR PRODUCTION NO. 31: Please produce copies of all documents referred to in your Answer to Interrogatory No. 18 above.

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RESPONSE NO. 31: Objection. This Request for Production and the referenced Interrogatory are objectionable as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendants have already answered this Request for Production.

REQUEST FOR PRODUCTION NO. 32: Please produce copies of all documents referred to in your Answer to Interrogatory No. 19 above.

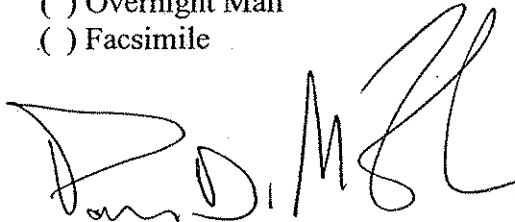
RESPONSE NO. 32: Objection. This Request for Production and the referenced Interrogatory are objectionable as overly broad, vague, unduly burdensome, not reasonably

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of February, 2007, I caused a true and correct copy of the foregoing **DEFENDANTS' ANSWERS TO PLAINTIFF'S SECOND SET OF INTERROGATORIES AND RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS** to be served by the method indicated below, and addressed to the following:

Curtis N. Holmes
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

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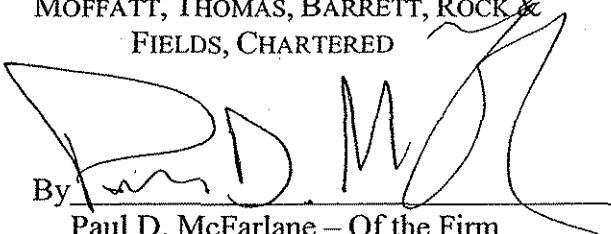
calculated to lead to the discovery of admissible evidence, and outside the scope of plaintiff's issues in the lawsuit and deals with confidential issues pertaining to business and human resources.

REQUEST FOR PRODUCTION NO. 33: Please produce copies of minutes of meetings for all Life Flight meetings and Life Flight leadership meetings for the years 2001 until the present.

RESPONSE NO. 33: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, please see Life Flight meetings and Life Flight leadership meetings produced in response to Request for Production No. 4.

DATED this 17th day of February, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 
Paul D. McFarlane – Of the Firm
Attorneys for Defendants

STATE OF IDAHO)
) ss.
County of Bannock)

D. RICHELLE HELDWEIN, being duly sworn, deposes and says:

She is the **DIRECTOR, RISK MANAGEMENT** of **PORTNEUF MEDICAL CENTER**, the government entity named in the above-entitled proceeding and is authorized to make this verification in its behalf.

She has read the foregoing **DEFENDANTS' ANSWERS TO PLAINTIFF'S SECOND SET OF INTERROGATORIES AND RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS**, knows the contents thereof, and the same are true to the best of her knowledge, information, and belief.

D. Richelle Heldwein

SUBSCRIBED AND SWORN to before me this _____ day of February, 2007.

NOTARY PUBLIC FOR IDAHO

Residing at _____

My Commission Expires _____

100

EXHIBIT D

100

S

Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
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pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' FIRST
SUPPLEMENTAL ANSWERS AND
RESPONSES TO PLAINTIFF'S FIRST
SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

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**DEFENDANTS' FIRST SUPPLEMENTAL ANSWERS AND RESPONSES
TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS - 1**

FILE COPY

COME NOW defendants, by and through their attorneys of record, and hereby supplement their answers and responses to Plaintiff's First Set of Interrogatories and Requests for Production of Documents as follows:

INTERROGATORIES

INTERROGATORY NO. 8: Please identify by date, jurisdiction, case number, or any other identifying information which would reasonably allow any person to secure documentation therefrom, any lawsuit filed against any or all of the named Defendants, or any actions filed by any federal or state administrative agency, regarding any claims for wrongful termination, violations of hospital policies, any violations of OSHA standards, any violations of federal aviation regulations, or any violations of state or federal law.

SUPPLEMENTAL ANSWER NO. 8: Objection. This interrogatory is objectionable as it requests information relating to any conceivable lawsuit or governmental action against any of the named defendants for any conceivable reason at any conceivable time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, there are no actions filed by any federal or state administrative agency, regarding any claims for wrongful termination, violations of hospital policies, any violations of OSHA standards, any violations of federal aviation regulations, or any violations of state or federal law related to the Life Flight Program at Portneuf Medical Center other than issues relating to Mark Van and this lawsuit.

INTERROGATORY NO. 10: Please identify each and every document provided by Portneuf Medical Center to OSHA, or to any other state or federal agency regarding any investigation of violations of any state or federal safety regulations allegedly committed at

Portneuf Medical Center, or within the Life Flight program, including all documents provided to OSHA or to the FAA relative to Plaintiff's whistleblower claims.

SUPPLEMENTAL ANSWER NO. 10: Objection. This interrogatory is objectionable as it requests information relating to any document provided by Portneuf Medical Center to any governmental agency relating to any safety violations of any kind at any time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, defendants therefore limit their response to documents related to the investigation of alleged FAA violations concerning the LifeFlight program at Portneuf Medical Center within the three years preceding the termination of Mark Van's employment. All documents relating to any investigation of FAA violations relating to Portneuf Medical Center's Life Flight program have been produced. See documents previously produced in response to Request for Production No. 4, including documentation provided to the Occupational Health and Safety Administration.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 6: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 8 above.

SUPPLEMENTAL RESPONSE NO. 6: Objection. This request for production and the referenced interrogatory are objectionable as they request information relating to any conceivable lawsuit or governmental action against any of the named defendants for any conceivable reason at any conceivable time. As such, defendants object to this request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, there are no responsive documents other than what has previously been produced.

REQUEST FOR PRODUCTION NO. 8: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 10 above.

SUPPLEMENTAL RESPONSE NO. 8: Objection. This request for production and the referenced interrogatory are objectionable as they request information relating to any document provided by Portneuf Medical Center to any governmental agency relating to any safety violations of any kind at any time. As such, defendants object to this request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, please see documents previously produced in response to Request for Production No. 4, including documentation provided to the Occupational Safety and Health Administration.

REQUEST FOR PRODUCTION NO. 9: Please produce copies of all photographs which you may have in your possession, or which may be readily available to you, which pertain to any state or federal safety regulations allegedly committed at Portneuf Medical Center or within the Life Flight Program.

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SUPPLEMENTAL RESPONSE NO. 9: Objection. Vague and unintelligible. Without waiving these objections, please see documents produced in response to Request for Production No. 4, including newspaper articles and photos attached thereto. Defendants have no photographs in their possession that pertain to any state or federal safety regulations allegedly committed at Portneuf Medical Center or within the Life Flight Program.

REQUEST FOR PRODUCTION NO. 10: Please produce copies of all dispatch logs for departure and arrival times for the Portneuf Medical Center Life Flight program for the years 2001 to present.

SUPPLEMENTAL RESPONSE NO. 10: Objection. Overly broad as to time, as this Request for Production seeks documents relating to the time period after Mr. Van's employment was terminated on April 20, 2004. Defendants further object to this Request for Production as it is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, *see* data compilations of Com Center logs for the year prior to the termination of Mark Van's employment. Patient names have been redacted.

REQUEST FOR PRODUCTION NO. 11: Please produce copies of all logs for aircraft out of service for the Portneuf Medical Center Life Flight program for the years 2001 to present.

SUPPLEMENTAL RESPONSE NO. 11: Objection. Overly broad as to time, as this Request for Production seeks documents relating to the time period after Mr. Van's employment was terminated on April 20, 2004. Defendants further object to this Request for Production as it is unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, there are no such "aircraft out of service" logs. *See* Com Center logs, produced in response to Request for Production No. 10.

REQUEST FOR PRODUCTION NO. 12: Please produce copies of all FAA required pilot duty time records for the Portneuf Medical Center Life Flight program for the years 2001 to present.

SUPPLEMENTAL RESPONSE NO. 12: Objection. Overly broad as to time, as this Request for Production seeks documents relating to the time period after Mr. Van's employment was terminated on April 20, 2004. Defendants further object to this Request for Production as it is unduly burdensome and not reasonably calculated to lead to the discovery of

admissible evidence. Without waiving these objections, per FAA regulation US-FAR 135.63 Recordkeeping Requirements (b), pilot duty time records are only kept for one year. At the time plaintiff propounded this discovery, over one year had passed since the termination of Mark Van's employment. See Response to Request for Production No. 14; see also Com Center logs, produced in response to Request for Production No. 10.

REQUEST FOR PRODUCTION NO. 13: Please produce copies of the originals and copies of all copies of load manifests for the Portneuf Medical Center Life Flight program for the years 2001 to present.

SUPPLEMENTAL RESPONSE NO. 13: Objection. Overly broad as to time, as this Request for Production seeks documents relating to the time period after Mr. Van's employment was terminated on April 20, 2004. Defendants further object to this Request for Production as it is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, per FAA regulation US-FAR 135.63 Recordkeeping Requirements (d), load manifests are only kept for 30 days. At the time plaintiff propounded this discovery, over one year had passed since the termination of Mark Van's employment. See Com Center logs, produced in response to Request for Production No. 10.

REQUEST FOR PRODUCTION NO. 14: Please produce copies of all pilot duty time records for the Portneuf Medical Center Life Flight program for the years 2001 to present.

SUPPLEMENTAL RESPONSE NO. 14: Objection. Overly broad as to time, as this Request for Production seeks documents relating to the time period after Mr. Van's employment was terminated on April 20, 2004. Defendants further object to this Request for Production as it is unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, per FAA regulation US-FAR 135.63

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Recordkeeping Requirements (b), pilot duty time records are only kept for 1 year. At the time Plaintiff propounded this discovery, over one year had passed since the termination of Mark Van's employment. See Response to Request for Production No. 12; see also Com Center logs, produced in response to Request for Production No. 10.

REQUEST FOR PRODUCTION NO. 15: Please produce copies of all e-mails together with their corresponding attachments which were sent from any of the named Defendants to Plaintiff, or to any person in the Human Resources Department of Portneuf Medical Center, or to Cindy Richardson, or to Russ White, for the years 2001 to present. Please also include any attached documents which evidence the date and time when the e-mails were opened.

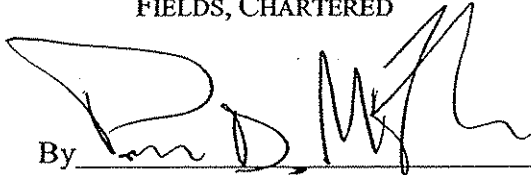
SUPPLEMENTAL RESPONSE NO. 15: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to the extent that this request for production seeks information protected by the attorney-client and/or work product privileges. There are literally hundreds of e-mails that could be responsive to this request, the vast majority of which have nothing to do with plaintiff and deal with confidential issues pertaining to business and human resources, including confidential employee information. Without waiving these objections, responsive documents have already been produced in response to Request for Production No. 4.

REQUEST FOR PRODUCTION NO. 16: Please produce copies of all e-mails together with their corresponding attachments which were sent by Plaintiff to any of the named Defendants, or to any person in the Human Resources Department of Portneuf Medical Center, or to Cindy Richardson, or to Russ White, for the years 2001 to present. Please also include any attached documents which evidence the date and time when the e-mails were opened.

SUPPLEMENTAL RESPONSE NO. 16: Objection. Overly broad, vague, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendants also object to the extent that this request for production seeks information protected by the attorney-client and/or work product privileges. There are literally hundreds of e-mails that could be responsive to this request, the vast majority which have nothing to do with plaintiff's issues in this lawsuit and deal with confidential issues pertaining to business and human resources, including confidential employee information. Without waiving these objections, responsive documents have already been produced in response to Request for Production No. 4.

DATED this 31st day of October, 2006.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 
Paul D. McFarlane – Of the Firm
Attorneys for Defendants

STATE OF IDAHO)
) ss.
County of Bannock)

D. RICHELLE HELDWEIN, being duly sworn, deposes and says:

She is the **DIRECTOR, RISK MANAGEMENT** of **PORTNEUF MEDICAL CENTER**, the government entity named in the above-entitled proceeding and is authorized to make this verification in its behalf.

She has read the foregoing **DEFENDANTS' SUPPLEMENTAL ANSWERS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**, knows the contents thereof, and the same are true to the best of her knowledge, information, and belief.

D. Richelle Heldwein

2006. SUBSCRIBED AND SWORN to before me this ____ day of _____,

NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

109

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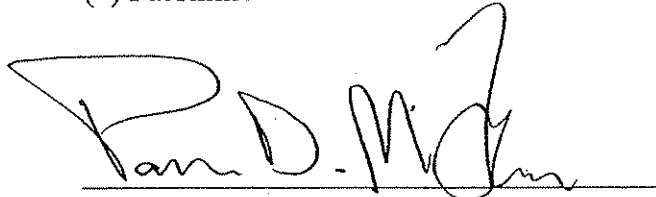
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of October, 2006, I caused a true and correct copy of the foregoing **DEFENDANTS' FIRST SUPPLEMENTAL ANSWERS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENT** to be served by the method indicated below, and addressed to the following:

Curtis Holmes, Esq.
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

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EXHIBIT E

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S

Patricia M. Olsson, ISB No. 3055
Paul D. McFarlane, ISB No. 7093
MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED
101 S. Capitol Blvd., 10th Floor
Post Office Box 829
Boise, Idaho 83701
Telephone (208) 345-2000
Facsimile (208) 385-5384
pmo@moffatt.com
pdm@moffatt.com
13-782.178

Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

112
MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' SECOND
SUPPLEMENTAL ANSWERS AND
RESPONSES TO PLAINTIFF'S FIRST
SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

COME NOW defendants, by and through their attorneys of record, and hereby
supplement their answers and responses to Plaintiff's First Set of Interrogatories and Requests
for Production of Documents as follows:

**DEFENDANTS' SECOND SUPPLEMENTAL ANSWERS AND RESPONSES
TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS - 1**

112

FILE COPY
11/2/00

INTERROGATORIES

INTERROGATORY NO. 9: Please state whether any employee or agent of Portneuf Medical Center has ever received either from Portneuf Medical Center or from any responsible state or federal agency a termination of employment, verbal or written reprimand, or any other disciplinary action resulting from any alleged violations of hospital policies, any Life Flight policies, any violations of OSHA standards, any violations of federal aviation regulations, or any violations of state or federal law. In so doing, please identify the name of the employee or agent, the nature of the disciplinary action, and the violation alleged to have occurred.

SUPPLEMENTAL ANSWER NO. 9: Objection. This interrogatory is objectionable as it requests information relating to any conceivable warning or reprimand to any employee, vendor, or other agent of Portneuf Medical Center, by Portneuf Medical Center or any conceivable governmental entity, for virtually any reason, at any conceivable time. As such, defendants object to this interrogatory as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, defendants therefore limit their response to LifeFlight employees being terminated or receiving discipline resulting from violations of LifeFlight policies, violations of federal aviation regulations, or violations of state or federal law within the three years preceding the termination of Mark Van's employment. Pilot Barry Neilsen was given a written disciplinary on December 23, 2003, for taking off with the engine cowling not securely fastened. See Response to Request for Production No. 7.

INTERROGATORY NO. 19 [sic]: Please identify each and every benefit to which Plaintiff was entitled as an employee of Portneuf Medical Center. Such benefits should include, without limitation, vacation pay, sick pay, 401k benefits, medical insurance benefits, life

insurance benefits, professional liability insurance benefits, and disability insurance benefits. In so doing, please also state the extent of each such benefit, the cost to Plaintiff for each such benefit, and the cost paid by Portneuf Medical Center for each such benefit.

SUPPLEMENTAL ANSWER NO. 19: Objection. Vague. Without waiving this objection, please see documents produced in response to Request for Production No. 4. See attached documents.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 7: Please produce a copy of each and every document related or referred to in your answer to Interrogatory No. 9 above.

SUPPLEMENTAL RESPONSE NO. 7: Objection. This request for production and the referenced interrogatory are objectionable as they request information relating to any conceivable warning or reprimand to any employee, vendor, or other agent of Portneuf Medical Center, by Portneuf Medical Center or any conceivable governmental entity, for virtually any reason, at any conceivable time. As such, defendants object to this request for production as overly broad, vague, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving these objections, see attached. See also Response to Interrogatory No. 9.

DATED this 2nd day of November, 2006.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 

Paul D. McFarlane – Of the Firm
Attorneys for Defendants

STATE OF IDAHO)
) ss.
County of Bannock)

D. RICHELLE HELDWEIN, being duly sworn, deposes and says:

She is the **DIRECTOR, RISK MANAGEMENT** of **PORTNEUF MEDICAL CENTER**, the government entity named in the above-entitled proceeding and is authorized to make this verification in its behalf.

She has read the foregoing **DEFENDANTS' SECOND SUPPLEMENTAL ANSWERS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**, knows the contents thereof, and the same are true to the best of her knowledge, information, and belief.

D. Richelle Heldwein

SUBSCRIBED AND SWORN to before me this ____ day of November, 2006.

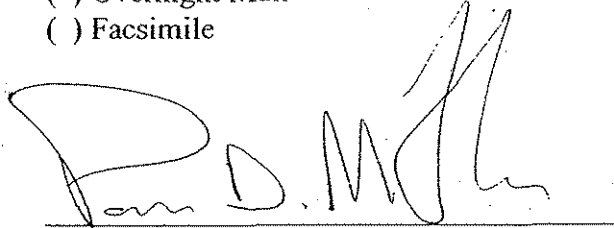
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 2nd day of November, 2006, I caused a true and correct copy of the foregoing **DEFENDANTS' SECOND SUPPLEMENTAL ANSWERS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENT** to be served by the method indicated below, and addressed to the following:

Curtis Holmes, Esq.
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

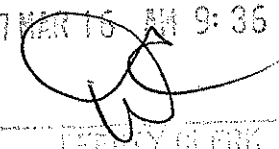
- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

BANNOCK COUNTY
CLERK OF THE COURT

2007 MAR 15 AM 9:36

BY 
DEPUTY CLERK

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**ORDER GRANTING DEFENDANTS'
MOTION FOR PROTECTIVE ORDER**

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The Court, having been duly apprised of Defendants Portneuf Medical Center et al.'s Motion For Protective Order, and the Court having reviewed the briefing submitted by the defendants, and plaintiff having not opposed nor responded to the motion;

IT IS HEREBY ORDERED that certain portions of Plaintiff's Second Set of Interrogatories and Requests for Production of Documents, including Interrogatory Nos. 15, 16, 17, 18, 23, 28, 29, 30; and Requests for Production Nos. 26 and 27; are duplicative, burdensome and irrelevant.

**ORDER GRANTING DEFENDANTS' MOTION FOR
PROTECTIVE ORDER - 1**

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THEREFORE, IT IS ALSO ORDERED that Defendants Portneuf Medical Center et al.'s Motion For Protective Order is GRANTED, and plaintiff, his attorneys, agents, representatives, consultants and/or experts are hereby prohibited from conducting any further discovery as to Interrogatory Nos. 15, 16, 17, 18, 23, 28, 29, 30, and Requests for Production Nos. 26 and 27.

DATED this 16 day of March, 2007.


Honorable Peter D. McDermott
District Judge

CLERK'S CERTIFICATE OF SERVICE

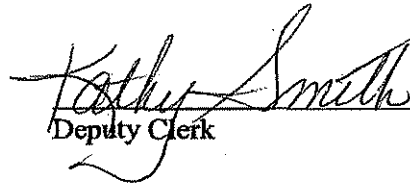
I HEREBY CERTIFY that on this ____ day of March, 2007, I caused a true and correct copy of the foregoing **ORDER GRANTING DEFENDANTS' MOTION FOR PROTECTIVE ORDER** to be served by the method indicated below, and addressed to the following:

Curtis N. Holmes
845 West Center, Suite C
Post Office Box 4267
Pocatello, Idaho 83205-4267
Facsimile (208) 232-8001

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile

Patricia M. Olsson
Paul D. McFarlane
Moffatt, Thomas, Barrett, Rock & Fields
101 S. Capitol Blvd., 10th Floor
P.O. Box 829
Boise, Idaho 83701
Facsimile (208) 345-2000

- U.S. Mail, Postage Prepaid
- Hand Delivered
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Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

120
MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

**DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

COME NOW defendants Portneuf Medical Center, Pat Hermanson, Pam
Humphrey, Gary Alzola, Ron Fergie and Barry Nielson (together "PMC"), through counsel, and
bring this motion for summary judgment pursuant to Idaho Rule of Civil Procedure 56. By this

motion, defendants seek summary judgment on all of plaintiff's claims for relief including, without limitation, plaintiff's claims of

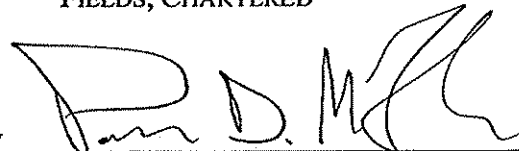
- Wrongful termination of employment, including claims for violation of Idaho Code Sections 6-2101, et seq., and wrongful termination in violation of public policy; and
- Breach of contract, including claims for breach of the implied covenant of good faith and fair dealing.

This motion is supported by a memorandum of law, the Affidavits of Pamela Holmes, Gary Alzola, Audrey Fletcher, and Paul McFarlane, and attached exhibits.

DATED this 3rd day of August, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By



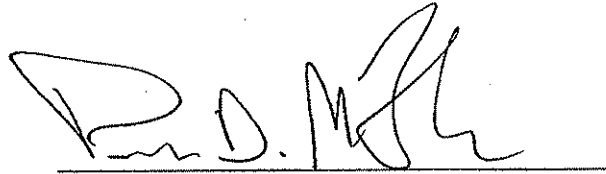
Paul D. McFarlane – Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30th day of August, 2007, I caused a true and correct copy of the foregoing **DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** to be served by the method indicated below, and addressed to the following:

Nick L. Nielson
NIELSON LAW OFFICE
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- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
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Paul D. McFarlane

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Attorneys for Defendants

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

123
MARK VAN,

Plaintiff,

vs.

PORTNEUF MEDICAL CENTER, PAT
HERMANSON, Hospital Administrator,
PAM HUMPHREY, EMS Program Director,
GARY ALZOLA, Director of Operations,
RON FERGIE, Chief Pilot/Safety Officer,
BARRY NIELSON, Pilot, and DOES I-X,

Defendants.

Case No. CV 2005-4053 OC

AFFIDAVIT OF AUDREY FLETCHER

STATE OF CALIFORNIA)
) ss.
County of San Mateo)

AUDREY FLETCHER, having been duly sworn upon oath, deposes and states as follows:

S

1. My name is Audrey Elizabeth Fletcher. I reside at 1970 Alturas Street East, Idaho Falls, Idaho 83401. I am the Employee Relations Facilitator with the Human Resources Department at the Portneuf Medical Center. I first met Mark Van shortly after the helicopter crash in November 2001.

2. In August 2002, I met with Mark Van at Marilyn Speirn's (VP of Community Relations) and Pat Hermanson's (CEO) request. Marilyn had made repeated attempts to meet with Mark Van during the summer ('02) regarding his complaints to Mr. Hermanson that Bannock was deliberately not releasing the FAA report indicating the cause of the LifeFlight crash, in November '01, to be pilot error. Mark Van provided me with a list of 24 media stations that he wanted to contact to run a story on the cause of the crash. Mark Van wanted to provide them with the story. I informed him that I thought it unlikely that these news stations would report "old news" and that Bannock would not support the release of a news report blaming the pilot for the helicopter crash. The Pilot, Tim Brulotte, had lost his leg in the accident and although Mark Van agreed that he had suffered enough, he felt that the media at the time of the incident had implicated him, Mark Van, as the cause of the crash. When asked Mark Van told me that the media report in question stated that it was unknown at that time whether the crash was due to pilot or mechanical error, and that the mechanic had been working on the aircraft prior to the crash. He felt that this report implicated him and laid blame on him for the incident. Mark Van asked me if I recalled Tim repeatedly stating that Mark Van was not to blame and that the crash was his, Tim's, fault? I said yes, I did remember Tim's comments but did not feel that they should be reported to the media. I told Mark Van that I felt that it was the duty of the FAA to investigate the crash and determine cause. Additionally, Tim was in critical condition at the time, in severe pain, on painkillers, and facing the amputation of both legs. I

was not sure how much importance could be attributed to a statement from a person in this condition. I told Mark Van that from a personal perspective I was more concerned at the time with Tim surviving the crash, and the massive injuries incurred, than determining the cause.

3. I informed Mark Van that I would ask Ms. Speirn to send the 11 line summary of the FAA report to the media stations he had identified, but also stated that neither I nor Ms. Speirn, with all her media contacts, could guarantee that they would print the report. I also stated that if they did agree to publish the report it was unlikely to make headline news. Mark Van was somewhat pacified by this attempt at resolution, but still felt a full story more appropriate. Mark Van finally agreed that I would ask Marilyn to contact the media stations he had identified asking them to print the FAA findings. Mark Van stated that he felt that the hospital had been covering up the cause of the crash and deliberately blaming him for what happened. He felt that this was evidenced by our failure to release the FAA report when it was finalized in March. Mark Van had made previous allegations of this nature after the crash and I had been asked to speak with him regarding his comments. During this discussion Mark Van indicated that he felt the news reports blamed him and that an individual in the ski lift at Pebble Creek had identified him as the aircraft mechanic working on the helicopter prior to the crash. This person was not a hospital employee. I asked Mark Van if any Bannock employees had made negative remarks to him concerning the crash to which he replied "no". I informed him that if that should be the case I wanted him to report the incidents to either his manager or directly to me and we would deal with the individual. I had also informed Mark Van that I felt the news reports at the time had been factual and asked if the principal causes of aircraft disasters were not either pilot error or mechanical failure? He replied that generally this was the case, although weather and other aircraft could also be responsible too. During this earlier discussion

with Mark Van I had encouraged him to use the EAP program and to consider taking his son, Anthony, who had been with him when the helicopter went down, with him to the sessions. At least 4 Critical Incident Stress Debriefing's (CISD's) were held at the hospital for hospital employees, LifeFlight Team members and their families. As I was stationed at EIRMC after the crash for the duration of Tim's hospitalization there I had made a specific point of notifying all employees, including Mark Van, of the events taking place back at Bannock. We also had a social worker either present or available at EIRMC for family members and hospital employees.

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4. During this discussion regarding Mark Van's impression of the hospital withholding the FAA report I again suggested Mark Van use the EAP and spoke briefly to him of PTSD (Post Traumatic Shock Disorder). Mark Van stated that he did not need counseling help. Mark Van repeatedly questioned why the FAA report had not been made public in March, I explained that this was an oversight and not as he felt, a deliberate act to withhold the truth. I asked him if our attempt to have the media stations on his list publish the FAA report was the extent of his expectations, he said yes. I also asked him if he felt this would give him closure and allow him to move on and he again said yes.

5. I reported the outcome of my conversation with Mark Van to Marilyn Speirn and gave her a copy of the "media list." She agreed to attempt to publish it but stated that she could only request this • not enforce it. Marilyn asked if this would end the "situation" with Mark Van. His behavior in the months following the crash was becoming increasingly obvious to his department manager, the LifeFlight team, and to certain members of administration. I told her that I doubted that this would be the end of it, but it was perhaps, a step in the right direction.

6. Mark Van's behavior during my meeting with him, though calm, was unsettling as he kept implying that there had been a deliberate attempt by the hospital in

conjunction with the media to blame him for the helicopter crash. When asked why he thought we would do something like this he had no response. He repeatedly stated that Tim's admittance of culpability should have been released to the press therefore vindicating him of responsibility, and even though we discussed why we felt we had to take the action we did and leave the investigation to the FAA, he couldn't accept our position. His response was that if we had indeed been waiting for the FAA report we would have published it in March when it was released. He would not accept my belief that this was an oversight and not a deliberate action on our part to protect the pilot or the hospital.

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7. Mark Van asked if I had seen his written account of the accident. I said no and he told me that he had sent it to Diane Kirse (Emergency Department Manager), and Pam Humphrey (Chief Flight Nurse) the day after the accident and had asked Pam to send it out to everyone so they would know what had happened. He sent me a copy of his report and I later asked Pam about the nature of her discussion with Mark Van regarding this matter. She told me that Mark Van had told her, in email correspondence, that she could give the information out but it should be somewhat guarded and used at her discretion. She therefore believed it was on a need to know basis and did not share it with the entire flight team, but just those in management positions. Mark Van also sent the report to Ron Fergie and Gary Alzola.

8. On November 1, 2002, I attended a meeting with Diane Kirse, Gary Alzola, and Mark Van. Diane Kirse asked me to sit in on this meeting. Mark Van had been making comments to members of the flight team that Gary Alzola had lied to him when he stated after the crash that the FAA prohibits the release of non-official reports regarding the nature of air crashes. After the crash Mark Van had apparently questioned Gary as to why he was not reporting that Tim Brulotte had accepted all responsibility for the disaster and had stated to

numerous people in the ICU at EIRMC that he was at fault not Mark Van. Mark Van was also stating that he did not trust Gary to do his annual performance evaluation.

9. During the meeting Mark Van again accused Gary of lying about FAA stipulations, stating that he had gone onto the FAA website and spoken to someone at the FAA offices and there were no such restrictions. Gary stated that he did not recall saying that the FAA had prohibited anyone from releasing information about air disasters, but did recall saying to Mark Van that he felt that the FAA should be the ones to determine why the aircraft went down.

10. Mark Van stated that he still felt Gary had deliberately lied to him in order to protect Tim's reputation as a pilot. He again stated that he did not trust Gary to give him a fair evaluation and referred to "pilots" as being untrustworthy. I asked Mark Van if he had any basis for this belief and he said "Other than Gary already lying to me?" Mark Van also referenced that pilots should not supervise mechanics and that there should not be a reporting structure of this nature because of the risk. He kept saying that he was not subordinate to Gary. I asked Mark Van what he meant by risk and he commented that it was his duty to raise "pilot issues," Gary stated that Mark Van had a forum at any time to raise issues regarding the program and that would not change. Mark Van stated that the pilots were always screwing up and then covering it up. Diane informed Mark Van that she believed Gary would be fair and honest in his evaluation and that due to his responsibilities in the program he had first hand knowledge of Mark Van's work practices. Diane gave Mark Van feedback that he was difficult to communicate with and that there must be trust in relationships within the flight team for the program to operate effectively. She told Mark Van that regardless of what had happened in the past she expected him to work to

maintain a productive environment within the program and that included treating all team members with respect.

11. Diane stated that she did not feel that it was Gary's intent to mislead him regarding the FAA comment and suggested that Mark Van accept his apology and move on. She also told him that she used a 360-degree evaluation tool and felt this was a fair way to assess everyone. Diane informed Mark Van that she did not know him well enough to evaluate him, but that if he was not happy/satisfied with the result of his evaluation he could raise his concerns with her and she would attempt to re-evaluate him. He was asked to at least give this suggestion a try on the understanding that if his evaluation was not conducted appropriately, or that if he had further concerns with Gary he could address them with Diane. He said he was satisfied with this plan but felt Diane should conduct evaluations, as she was the department manager.

12. Later that week I was informed that-after agreeing to this method of evaluation Mark Van had gone to Pat Hermanson to complain further that Gary Alzola should not conduct his performance evaluation.

13. On Friday, November 15 2002, Mark Van came to see me to express concerns regarding the last meeting. We spoke at length about the 360-evaluation tool and Mark Van repeatedly stated that Gary had lied to him and he didn't trust him to complete a fair evaluation. We discussed Mark Van's feelings as to how he was treated after the crash and the "conspiracy" to blame him, and not Tim, for the accident. He mentioned his altercation with Pam Humphrey (now Holmes) earlier that day regarding the email he sent to her 3 days after the crash detailing the events that night. He had apparently asked her to use her discretion in circulating it. As it had already been sent to Gary and Ron, Pam did not send it to the rest of the crew. Mark Van felt this action was in line with a "cover-up" attempt by those in the program to

defer blame onto him. During this meeting Mark Van repeatedly stated, "They were all out to get him." He went on further to explain that "they" included the pilots and administration. I asked Mark Van why he continued to raise issues that had previously been dealt with and he said they had not been dealt with to his satisfaction because the guilty parties were still here. I asked Mark Van if he thought that because individuals had not been dismissed that corrective action had not been taken. He said that was his impression as people who had made previous mistakes were still here.

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14. Mark Van and I discussed the fact that immediately after the crash all contact with the press was through Marilyn Speirn's office, and that no information about the cause or the pilots condition was to be released by anyone outside of the Community Relations office. That we were in fact, during this time of tragedy attempting to raise awareness of the value of LifeFlight programs, by publishing all the recent success stories connected to the program. This was a deliberate attempt to garner public support for the program in light of the recent tragedy. I again asked Mark Van who was blaming him for the crash, but other than the incident at the ski lift, he gave no other examples. I again instructed him to contact me immediately if other hospital employees treated him inappropriately.

15. As on previous occasions I recommended the EAP to Mark Van, this time going so far as to recommend Dr. Bill Hazle (numerous times I had I suggested that Mark Van obtain counseling, and he always refused). I reminded Mark Van that the EAP was available for other family members too; particularly his son who might still be affected by the events of that evening. Mark Van stated that his son didn't need the EAP. I gave Mark Van Dr. Hazle's office number and Mark Van promised to call him. I told him that three other LifeFlight members had all spoken to me in the last week raising concerns about his behavior. I told him that I felt it was

imperative that he get some assistance and that I felt it was a matter of time before his ability to do his job was questioned in light with his preoccupation and distraction with other events.

Mark Van told me he would call Dr. Hazle and left.

16. On July 24, 2003, I attended a meeting with Pam Niece, Pam Holmes, and Mark Van. Pam Niece, VP of HR, spoke to Mark Van about his emails to Cindy Richardson, VP of Patient Services that Cindy had shared with her and Pat Hermanson, CEO. Pam also mentioned Mark Van's email to Pam Humphrey regarding her statement about Mark Van being responsible for the LifeFlight crash in '01.

17. Mark Van claimed that in a meeting on 2/7/03 in Mark Van's office, Pam Humphrey had accused him of causing the '01 crash. I do remember Pam Humphrey in response to a comment made by Mark Van about "people" who make mistakes should be fired, saying if that was the practice here then Mark Van would no longer be employed. She then referenced the "rag" incident. Mark Van stated that Gary Alzola had suggested after the accident that he was responsible for the 01 crash. Pam Niece said that she had spoken to everyone in administration and asked if there was any information out there that was previously unknown. She was satisfied that there was not. Mark Van said he would accept that and not start a catfight on this but "he heard what he heard." He also stated that that his concerns over Gary Azola's reluctance to share the truth over what caused the crash with the LifeFlight team and outside entities were not investigated fully and were blown off. He felt like this hurt his family and there was no justice as "Gary was not dismissed, disciplined or demoted for his action." Pam said that on the FAA website there is a policy that states no findings should be reported until the NTSB report is final. Mark Van refuted this and asked for a copy of the policy. Pam Humphrey agreed to provide it. I told Mark Van that I felt we had investigated his concerns and felt he had been given an

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opportunity to discuss his perception of Gary's remarks to him in a meeting called by Diane Kirse in November '04. In that meeting Gary had apologized to Mark Van for any misunderstanding or damage that may have been caused by his reference to the FAA prohibiting unofficial releases of information on the cause of air disasters. Gary had told Mark Van, when Mark Van approached him within days of the crash, wanting Tim's comments released to the press, so that he, Mark Van, would not be blamed for the crash, that he felt it was part of his job to "suck it up." Gary said that whenever there was a disaster the first assumption was pilot or mechanical error and only the investigation would determine cause. He told Mark Van in this meeting that it had been a tragic time for everyone especially those directly connected with the program, and that the crash had really made all the pilots and flight crew stop and take note of how dangerous their jobs were. I had personally witnessed first hand the traumatizing event the crash had been on employees, especially those directly connected with the program. I had also witnessed family members and crew alike going up to Mark Van in the ICU waiting room at EIRMC and thanking Mark Van for what he had done. Tim's daughters actually thanked him for saving their father's life. At no time did I witness anyone accusing him of causing the crash.

18. Pam Niece stated that despite previous agreements of resolution these issues keep coming up and that Mark Van appeared unable to let go off past events that had not been resolved to his satisfaction. Pam informed Mark Van that she thought the appropriate action had been taken to resolve his concerns and that any disciplinary action was confidential in nature and would remain so. She asked Mark Van what he was seeking from the organization and Mark Van said some form of retribution and again referenced the FAA (NTSB) report not published in a timely manner. He also made reference to moving his office closer to the helipad to which Pam responded that office space was hard to come buy. She also said she had never

accused Mark Van of being responsible for the '01 crash. Pam Humphrey mentioned that she had been the one to nominate Mark Van for the "Hero" award last year after the crash and would not have done this if she felt he was responsible or had an axe to grind.

19. Pam Niece asked Mark Van if he could finally accept that there had been no cover up or attempt to put the blame for the crash on him and Mark Van stated that he needed time to think about this. She stated that she was concerned with his inability to accept the resolution of past concerns and his continued practice of raising previous issues. Mark Van was asked to respond to Pam Niece ASAP on whether he could accept the resolutions presented today and previously, accepting the fact that his complaint had been taken seriously, dealt with appropriately and the necessary action taken. Pam Niece also asked Mark Van if he would consider counseling to help him deal with his anxiety over all this. Mark Van refused. Additionally, Pam Niece informed Mark Van that he needed to develop positive, trusting relationships with other employees, including those in management positions.

20. Pam Niece informed Mark Van that since their last meeting Marilyn Speirn had agreed to revise the policy on release of information. Pam Niece told Mark Van that once the Release of Information Policy was rewritten he would be involved in this process of determining its suitability. Pam Niece suggested to Pam Humphrey that she work with Marilyn Speirn to ensure both center wide and Life Flight policies were in sync. Pam Niece spoke to the fact that Marilyn Speirn had been asked to work with counterparts at LDS hospital to ensure that we had a standard statement for release in the future. Mark Van was informed that this release would only indicate that a disaster had occurred.

21. Pam Niece suggested that Mark Van should think about what his expectations were regarding his future relationship with Pam Humphrey and this organization and they would meet again to discuss this.

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22. As Marilyn Speirn, myself, Diane Kirse, Pam Humphrey and Pat Hermanson, to some extent, had all tried and failed to resolve Mark Van's issues, Pam Niece, in conjunction with Cindy Richardson, now took on the dubious role of working with Mark Van and his never ending issues. I had little further to do with this although I was privy to some of the more serious issues such as the "buzzing" allegation and the letter from Mr. Hermanson advising Mark Van to cease and desist from further contract negotiations with Agusta. Mark Van had brought the letter to me, asked me to read it and give him my thoughts on what it meant. I had told Mark Van that I felt the letter was extremely clear and that he was being advised, in no uncertain terms, to stay out of the contract negotiations with Agusta. In late March 2005, Mark Van requested I facilitate a meeting with him, Pam Humphrey, Barry Neilson, and Gary Alzola to discuss Barry Neilson's threatening behavior. This meeting was held in April 2005. In attendance were Mark Van, Pam Humphrey, Gary Alzola, Barry Neilson and myself. The meeting was in my office.

23. I informed all present, that the meeting was requested by Mark Van as he was concerned with a comment made in late February by Barry, which he believed was physically threatening. He stated that Barry had approached him on the helipad and asked him "Are you trying to put this program in the crapper?" Mark Van said that he asked Barry what he meant and Barry replied, "You'll find out." Barry then walked away. He stated that Barry had walked right up to him when he made these, comments and that he, Mark Van, felt physically threatened by Barry. Barry stated that he had just been informed by Ron Fergie (Pilot) that the

incident (take-off with (alleged) ice on the blades) from last October '04 had been raised again, and that he was angry that, despite an investigation at the time and subsequent action, Mark Van seemed unable to let the matter drop. Barry stated that he did approach Mark Van on the helipad, but asked him "Are you trying to run this program into the ground?" Mark Van asked him "What do you mean?" and Barry replied, "You'll find out at the meeting." And then walked off. I asked Barry if he had intended to threaten Mark Van physically and he said no, but agreed that due to how angry he was at the time he should not have confronted Mark Van in this manner. He apologized to Mark Van if he had found his behavior threatening. I informed Barry that I felt his behavior was ill advised and told him that it was unacceptable workplace behavior to confront when angry. I asked Mark Van if he was able to accept Barry's apology and Mark Van stated that he would have to think about it.

24. During the meeting Mark Van made repeated references to the "Buzzing" incident, the '01 crash "cover-up," the "lies" told by Gary Alzola regarding the FAA ("If someone treats you wrong will you trust them in the future?"), the safety record of some of the pilots, the proposal to have Gary conduct his '02 performance appraisal, Pam Humphrey's inability to manage the program appropriately and her bias towards the pilots, and the general lack of concern shown towards the safety issues he raised. Both Gary and Barry told him that was not the case and that it was his duty and an expectation that he would raise safety concerns, but that he needed to do it in an appropriate manner and be willing to accept solutions that were sometimes not his own. I dismissed Barry at this point as we were getting into areas that Barry did not need to be involved in.

25. Mark Van continued to discuss previous concerns and openly stated that it was apparent that nothing had been done about his issues, as the people involved were still

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employees of the medical center. He cited Diane Kirse, Pam Humphrey, Gary Alzola, Ron Fergie and Barry Neilson as examples. He stated that there were numerous safety concerns with the program, but when asked to explain, he either referred back in time or to the incident in October '04, or one in early '05 when Ron Fergie had put the rotor blade covers on, without properly drying the blades, and the covers had become stuck. Both Pam and Gary said this was not a safety issue, but an operational issue. Pam stated that it would only be a safety issue if the pilot had taken off with the covers on. I asked for an explanation of the action taken in 2004 following the incident reported by Greg Stoltz. Gary informed me that he had conducted an investigation and had been assured by Barry that, as procedure dictates, he had inspected the aircraft, including the rotor blades, and found the machine airworthy and had proceeded to lift off. I asked if there had been any reports in the flight de-briefing of an unstable lift off or reports made by the security officer (for security reasons an officer is always on the helipad during take off and landing), on duty regarding flying ice. No such reports had been made. I asked if there had been complaints from members of the public regarding damage to vehicles by flying ice, again there were no such reports. I was informed by Gary that it is the duty of the PIC (Pilot In Control) to make the final determination regarding air worthiness and that he was satisfied that this had been determined appropriately by Barry. I asked about the weather conditions at the time and although not logged it was a clear day with sunshine, hence Greg cleaning off two blades and turning the other two into the sun.

26. Gary responded to a comment made by Mark Van regarding his reluctance to take appropriate action with his pilots when concerns were made known and Gary responded that Mark Van did not nor should not know what disciplinary measures were taken as that was confidential information. Both Pam and I reiterated this point. Mark Van again made the

comment that obviously nothing had been done as the people were still there. I asked Mark Van what action he would have advised when Gary had conflicting reports and whether he felt the sun could have melted the 2 - 3 millimeters Greg reported had been on the blades. Mark Van stated that he felt that Barry had lied, had not checked the aircraft and had taken off with ice on them. He cited an incident last year when the engine cowling had come loose on a flight to Twin Falls. Barry had remedied the problem before the flight home but there was damage to the cowling. Unknown to Mark Van, there was disciplinary action taken and the incident was reflected in Barry's 04 evaluations.

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27. Mark Van again referenced the fact that he was the only one paying due attention to safety. Gary stated that every pilot was aware, at all times, of the risk they were taking with not only their own lives, but those of the crew and patients on board every time they accepted a mission and took to the air. Mark Van said he didn't believe that, and that he not only did not trust pilots but felt that he was the only one concerned with the safety of the program. Gary was so insulted by Mark Van's remarks that he left the meeting.

28. I asked Mark Van how he felt the program could continue to operate effectively with this level of dysfunction within the team? Mark Van responded that he had the right to raise safety concerns. Both Pam Humphrey and I told him that it was not the raising of "safety" concerns that was the problem but the manner in which he did this and his inability to accept explanation or solutions other than those he presented. I told Mark Van that members of the LifeFlight team had again begun questioning his behavior and were raising concerns regarding whether his distraction with his issues would lead to an accident. I asked Mark Van if he understood just how insulting his final comments to Gary had been and Mark Van said again that he had every right to raise safety concerns. Pam reiterated that she felt every issue to him

was a safety concern, whereas she saw them as operational issues only, but despite that, every issue he had brought forward had been addressed in their safety meetings and the necessary action taken as evidenced by the minutes of the meeting. I asked Mark Van if he recognized how detrimental his behavior was to the cohesiveness of the team and the success of the program and Mark Van again stated that he had a right to raise safety issues and that he wasn't the only one that had been inappropriate.

29. I told Mark Van that I was at a loss to help the team as there appeared to be no resolution in sight, and we seemed to be constantly re-hashing old incidents, that were previously thought to be resolved, every time a new "safety" issue was raised. I informed him that I felt that every effort had been made to address the concerns that he had continued to raise since the '01 helicopter crash. Mark Van did not respond. As it appeared we were at a stalemate, and it was my opinion that Mark Van was not accepting of his role in the deteriorating climate within the team, I adjourned the meeting.

30. After the meeting was over, I reported to Dale Mapes, Vice President of Human Resources, that I believed the meeting raised significant concerns about viability of the LifeFlight program, and I believed the problem with Mark Van was wider than just the pilots. I then interviewed different LifeFlight team members, medical crew and mechanics to determine the depth of the problems. True and correct copies of my notes from those interviews are attached as Exhibit A to my deposition. Other team members expressed serious concerns about the viability of the LifeFlight program, including Mark Romero and Chief Flight Nurse Tom Mortimer. Attached as Exhibit B to my Affidavit is a true and correct copy of a letter from Tom Mortimer expressing those concerns. Soon after I began interviewing team members and soliciting input, it became very apparent to me that the program was in serious jeopardy.

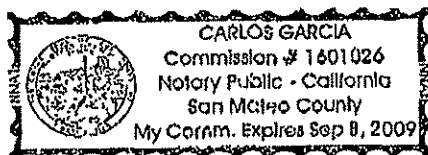
31. Because Mark Van had such serious trust issues with pilots, his superiors, and others, and was unable to move on from the resolution of issues unless the resolution was entirely of his own making, the program was in a state of severe dysfunction. It was apparent Mark Van's behavior had significant impact on the LifeFlight program. I was concerned that the safety and lives of passengers, flight crew and pilots was were at risk due to this dysfunction. Flight crew, pilots and mechanics shared the concerns that Mark Van's behavior detracting from ability of the flight crew to do their jobs. For nearly four years, I believe that we had done all that was humanly possible to help Mark Van move on from his issues, and that our efforts were unsuccessful. Accordingly, I recommended to Dale Mapes that Mark Van be terminated. Dale Mapes concurred. In our opinion, the LifeFlight program was seriously at risk. As such, Mark Van was terminated because of his inability to maintain positive interpersonal relations with his colleagues and foster a positive team environment.

32. Mark Van was terminated on April 20, 2005. The decision to terminate him was a joint decision by Dale Mapes, vice president of human resources, based upon my recommendation, and Pam Holmes. The termination was approved by CEO Pat Hermanson.

Further your affiant snyeth naught.

Audrey Fletcher
Audrey Fletcher

SUBSCRIBED AND SWORN to before me this 02 day of August, 2007.



Carla Garcia
NOTARY PUBLIC FOR CALIFORNIA
Residing at 830 Cabell, Halfway Pt, CA 94019
My Commission Expires Sept. 8, 2009

AFFIDAVIT OF AUDREY FLETCHER - 17

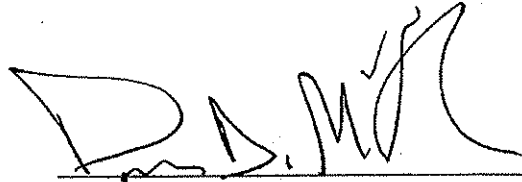
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 30 day of August, 2007, I caused a true and correct copy of the foregoing **AFFIDAVIT OF AUDREY FLETCHER** to be served by the method indicated below, and addressed to the following:

Nick L. Nielson
NIELSON LAW OFFICE
120 North 12th Avenue, Suite 7
Post Office Box 6159
Pocatello, Idaho 83205-6159
Facsimile (208) 232-0048

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile



Paul D. McFarlane

EXHIBIT A

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141

MEMO OF CONVERSATION

NAME: Chad Waller lifeflight Pilot (3 yrs)

DATE: 4 April 2005

TIME: 11:20 am

142
CONTENT: Unable to make Tim's mtg. Wanted to
talk regarding situation re Mark Van - He has had
no personal concerns - even knows Mark outside
program, however, Marks behaviour has caused serious
rift & is jeopardising the program. Chad questioned
"At what point does picking become unsafe? Flight
crews now questioning who's right/wrong? Mark
unable to accept safety measures put into place that
are not his own - continued focus on relationship
- pilots vs mechanic (Mark) has potential for overlooking
other issues.

ACTION: _____

COMPLETION DATE: _____

REPORT SENT/GIVEN: _____

MEMO OF CONVERSATION

NAME: Barry N / Jim Ford / Ron Feggie / Gary Alzoh

DATE: 7 April 2004

TIME: 8am

CONTENT: Supervise of Program.

G known Mark for 10yrs. initially good relationship but Mark disliked 3 other pilots since Day 1? Mark V indicated that he would never wk for a pilot - "too much power". When supervised by Gordon (not voice) Mark was basically supervised. GFA chief Pilot (2000). 2001 after accident Mark's beh changed - appeared to be humiliating extent for Mark - after that Mark seemed to want to be more involved in pilot business. Mark unwilling to new aircraft decision making roles regarding purchase of new helicopter. During this time Mark expressed concerns about GFA being his supervisor. GFA believes Mark doesn't want a boss. Mark continues to want to be involved in operations as well

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Worse Case Scenario

ACTION: Designated person talking to press - Marilyn/Crista

- Talking points for all life flight members
 - Safety issues eg crew/aircraft.
 - Personal Safety issues
 - Mark has company credit card. / Computer Access Code
- Phone Codes changed.

COMPLETION DATE: _____

REPORT SENT/GIVEN: _____

CONTENT CONT.

as maintenance. Concerns that do not get resolved to Marks concern continues...

GA feels that he no longer has the ability to do his job properly due to stress/anxiety. Mark continues to threaten that he will go to the FAA.

Lately Mark has been emailing & contacting flight nurses/paramedics stating that "unsafe practices are taking place" - ie heaters / floor blade covers.

GA feels they (pilots) have jumped thro hoops for Mark Van that other programs would not have done. Aircraft technician example.

GA/Came to work do job can't worry about someone (MV) watching everything he's doing. Sleep at night can't worry.

RF | Every 2/3 months up/downs. Teams shouldn't have to be looking at Altimeter - ("Buzzing" of MV hard incident) Asking/Telling staff to witness wiping off of blades.

Augusta Tech rep (July 04) left due to MV attitude towards him.

Safety issues: People looking over yr shoulder - huge distraction. MV has created a work environment that has everyone looking over their shoulders.

CONTENT CONT.

145
 Jimford - No personal probs in MV. Clinical psychologist for 12 yrs as well as life flight pilot. Previous head of Operations & Chief Pilot - wked in all kinds of mechanics - only 2nd day he had seen where checker of maintenance doesn't answer to Chief of Operations. Both kinds this has resulted in huge breakdown in comm. Also Airframe & Technical Mechanic - had wked on helicopters before - Jim has asked MV about specific mechanical probs in helicopter (vibration etc). When JF offered his services as a AP mechanic Mark declined saying "I would accept if you were not a pilot - pilots don't need to know everything about aircraft."

145
 Gary N / Probs in Mark - believed he shouldn't be a part of the program. Since OI crash pilots have wked really hard to ensure medical staff feel safe in pilots, MV thro his actions is destroying this support - he's raising "safety issues" that are not safety concerns at all but processes or practices. Gary Arizona has superb reputation in this field - he would not raise up safety issues - integrity never in doubt. Can't have unnecessary, undiverted distraction from Mark team - focus must be on flying safely.

GA - Now double checking - doubting yourself. If flight crew have safety concerns they have a responsibility to bring them up in flight debriefings. PN Med staff now commenting on emails from Mark that are going around. Team is not expressing those concerns yet MV continues to say they are.

GA If there is an incident - it will get real ugly.

CONTENT CONT.

In interests of program MV should not be here.

5f David Atkins keep pilots informed builds relationships w pilots/crew - Mark V. makes no attempt to build relationships. MV only raises problems.

Greg Stotts also good mechanic exemplifies many of the same but as David Atkins.

GA program actually needs 10 F/T mechanics who rotate shifts - additional mechanics could help cover full maintenance down times.

Outstanding flight program.

MEMO OF CONVERSATION

NAME: Greg Stoltz life flight mechanic

DATE: Thurs April 14 2005

TIME: 1:40pm Cell phone conversation 241-0828

CONTENT: Asked Greg about Oct 04 incident involving Barry Nelson (Pilot). Greg stated that he came into work - inspected aircraft & removed ice from 2 rotor blades. (Helicopter has 4 blades) & turned other 2 blades into the sun. Ice/frosting on blades was 1-2 centimeters thick similar to light frosting on windscreen that you would remove on blades.

Greg went down to mechanics office - back of building to call Barry & left message that he was taking aircraft out of service until frost/ice was off rotor blades. He was gone 15/20 mins & as he came back to landing pad Barry was taking off.

ACTION: _____

COMPLETION DATE: _____

REPORT SENT/GIVEN: _____

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CONTENT CONT.

Greg was concerned that this was too soon for ice to have cleared off (melted) rotor blades so mentioned incident to Mark Van - mark Van asked him to document it. Greg also spoke to Gary Alzola & Ron Regio - he was treated well after voicing concerns everyone's behavior was appropriate & he sees no reason not to raise issues in the future if necessary. Greg usually wouldn't have taken issue & Barry taking off but was irritated he did so. Fair listening to voice mail. Greg doesn't have much personal contact with the pilots - he works weekend, maintenance projects & when MV wants time off - doesn't attend safety mtgs - but he is vocally stubborn enough that if he felt there was a problem he would raise it.

Greg felt matter was addressed although de-ice was biggest sore spot it is not so now - aircraft is always prepped for flight now - 1st thing - by pilots/mec working together. But new aircraft is just more susceptible to cold weather than previous model.

Greg has a good relationship with pilots although he doesn't see much of them. He does not think Barry Nelson or Ron Regio are as painstakingly careful as the other pilots. They are not lazy or unsafe but perhaps not as meticulous as others but Greg recognises the PIC has the ultimate decision.

CONTENT CONT.

regarding airworthiness. Since the Oct incident things are much improved - all pilots more conscientious about keeping aircraft flightworthy, which is not to say they flew unsafely before but aircraft was not always kept in a constant state of readiness thus delaying take off.

Since the OI crash Mark has really dug in his heels about what he determines to be "safety" issues. He is very hard headed & won't let go & constantly refers to pilots trying to get something by him. Mark gets miffed if pilots not doing what he wants them to. He tends to hammer on the issue & Greg has often advised him to take a more diplomatic & less aggressive/abrupt approach. He gets really forceful/abrupt if what he wants pilots to do.

Mark has repeatedly told Greg that Gary protects pilots & hasn't acted appropriately. That pilots gang-up on him & brush issue off to the side. They push envelope further than they should - not real safety issues just Mark wanting things done to his satisfaction. Greg has never witnessed/experienced this & his perception is based solely on Mark's opinions regarding this.

Ken/Barry not good not bad pilots just different in some respects than other pilots. May be not as overall conscientious but not unsafe either. Do not blatantly break rules.

CONTENT CONT.

Mark has some benafide concerns - according to Mark - but others are just Mark being Mark. Not safety issues but Mark is out there all alone & gets people so mad at him they don't want to listen because he becomes so fixated about what he wants.

150 00 00 Flight crew in Greg's opinion not able to determine safety issues. But pilots should use to close cowetings (sp?) check to see if fuel capion, take boaters air etc. Although no evidence of this in last 2 years.

150 Greg's relationship w pilots very good, normal basis, open communication. Relationship w Mark good working relationship. Mark listens to him & vice versa - but Greg feels Mark sometimes gets carried away w his point of view but Greg not in his shoes living this everyday. Mark good technician though - very thorough. Wants things done to his specifications, handled the way he wants, but good at his job.

MEMO OF CONVERSATION

NAME: David Perkins Lifeguard Mechanic since Nov 04
 DATE: 15 April 2005 1988 - Military - 1997 Aircraft Mec
 TIME: 10-30am 1999 - Nov 04 Columbia Helicopters
 Airframes & Powerplant (Engines) Licence
 Doesn't have IA licence yet.

CONTENT: Had not experienced any safety problems -
Mark has told him a little of what happened in
Oct but trying to keep him out of it.
Frost/ice on wings/rotor blades often denser closer to
the hub - best way to check is use the 3ft ladder
Small volume of ice/frost will fling off at 30%
rotation - aircraft would have left ground - dispersal
perhaps over 6 ft - greater dispersal if ice thicker.

Doesn't know what concerns were like before Nov - but
hasn't seen any probs since he got here - pilots are
safe & use rotor blade covers. Pilots resp for aircraft

ACTION: Outside Air Temperature (OAT) would affect time
it would take for ice/frost to thaw - wind would also keep
blades cool. Weather conditions affect aircraft when not
kept in hangar.

COMPLETION DATE: _____
 REPORT SENT/GIVEN: _____

CONTENT CONT.

maintenance techs ensure aircraft doesn't fly out of sky. Sense that he's busy mech they are pilots - No one has said that - but atmosphere here so different from Columbia. But David feels comfortable ^{enough} relationship he's developing w pilots to raise issues. & would anyway because it's his job. He's still trying to find his feet & opt to know experience - different personalities types & all. Likes Chad, converses well w Ron/Barry.

Program relations at Columbia very different everyone part of same team - when probs arise mech & pilots work it out together - not the same here - no fun effort/spirit. David feels there are long-term issues between Mark & the pilots.

David's opinion is that Mark has put up a lot in last 20 yrs - he's been expected to do pilots job - scraping ice off blades - this is operational not mechanical - Mark had to do all this in 105 aircraft apparently.

At Columbia they worked together to wash helicopter engine but doesn't seem to happen here. Mech/operational here should be kept separate to avoid conflict of interest but teamwork shouldn't suffer.

He's seen pilot push the limits before - flying right up to & beyond limits. BUT NOT HERE AT PMC.

If Mark/pilots having such problems maybe FAA.

CONTENT CONT.

Inspector could come to next safety mtg - see what
FAA think -

Good Program - bunch of good pilots nurses etc
including Mark - he's learnt a lot technically from Mark -
although he had a very dry sense of humor.
• Data logger - stores a hrs information (in flight) if
you feel safety is an issue install one - Columbia
had them - tells you if parameters have been exceeded -
pilots flying too fast etc but also provides advance
warning of potential problems. Data logger basically
a flight data recorder. Gear trouble checking tool.

He's soon all the pilots come to maintenance office
to discuss operational, mission issues ie PR, dual
flight controls - but pilots/Mark always keep
discussion business related. David has developed
good relationships w pilots & they will also "shoot
the breeze" he feels it's important to develop
relationships on a personal level too.

lie on backs
Senses that a small/minor issue had been turned into
massive thing - should have been resolved at the
time if everyone had acted more professionally should
never have come to this. It is way out of hand now
Gp must trust one another to wk well together - personal
skills big part of this - got to be able to raise issues,
discuss & move on.
• Feels very comfortable w Chad (pilot) but others more difficult.

CONTENT CONT.

to get to know - maybe personality type - but has
no qualms about raising concerns - is treated
well by all pilots.

Marks relationship \bar{c} pilots all business
David \bar{c} pilots mixture of both - but still willing
to build relationships - doesn't want to get
involved in Odr concern - needs to be
addressed & left alone.

Situation not affecting program but not a friendly
place to wk - try get to be able to wk together
- roles too important not to.

MEMO OF CONVERSATION

NAME: Gary Alzola ^{10W} 2000 Operations Director & Aircraft Manager

DATE: Fri April 15

TIME: 2:30pm

CONTENT: When complaints are made GA investigates & talks to pilot in question. Asked Gary about Greg Stoltz's comment regarding Ron Fergie & Betty Neilan - Gary agreed to point of view but also reiterated that neither were unsafe just not as meticulous as other pilots. BN had been written up in 03 (Cawling incident) & both of appraisals addressed issue. Gary spoke about buzzing incident - no evidence from eye witnesses on the ground - no complaints from crew members. No evidence to suggest Ron violated PPI. Flight brought head trauma in from Soda - crew requested low altitude flight to help w/ bleeding - (pressure affects blood rate)

How Alzola investigated incident

ACTION: _____

COMPLETION DATE: _____

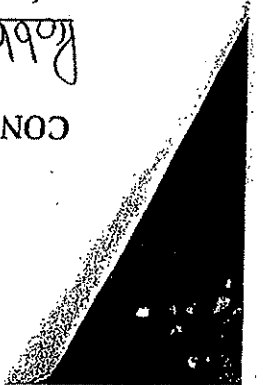
REPORT SENT/GIVEN: _____

Situation in bar you where 2 pilots overflew 25m
 Mark wrote incident up - Gary spoke to pilots Ken/Brad.
 Gary called FTT & self reported then sent report stating what
 had occurred & what steps are taken to ensure non-repeat.
 Both pilots counseled - Gary has copies of all documents
 pertaining to events. Not full violations - same into
 adjudged. Ken violation between 1-6 mins. Chad assumed
 mechanic had completed inspection between flights - not
 the case - Chad discovered this on return - should have
 checked maintenance sheet.

When a pilot is logged to fly time is logged - called
 lift off time. Afterno time to lift off recorded/reported.
 Flight time to keep aircraft ready to reduce lift off
 time - but this got a little out of control - crew
 remaining workers etc. All staff now
 rounded. Pilot skill reports plus - final auditing check
 work-caddings etc. Process on what crew can now do to
 keep in standardized.

Robbin was occurred again - FTT eggs not worked, Ken
 agreed to work all. Made in future, not reports to (owner - relation)
 from other citizens.
 2 yrs Barry Nelson left (airline unsuited - causing bent
 damaged. Written up - Barry admitted fault - action
 to Ken.

CONTENT CONT.



MEMO OF CONVERSATION

NAME: Dale Hapes / Pam Humphrey / AEB

DATE: April 20 2005

TIME: 3:20pm

CONTENT: Conference call to Van after Van refused Pam's request to attend mtg.

M said he only wanted to talk to me - referenced "unfairness of task mtg - people allowed to say 'terrible' things to him." Degree of civility must take place or no resolution. Said he had safety issues - but Van had "knee jerk reaction whenever Ron Feltie (Pilot) was involved in issue. Newsmen covered up" he mentioned West issues - Pam M & G Mzola & going to Pat Hermann over Dave Kuse discussion to have Gary conduct appraisal (O2). Gary A lied to him about FAA release of information - Mark stated you "can't hurt people who do you wrong". GA lied - hurt Mark & his family

ACTION:

Mark told sev. due to hurt/outrage over productive behavior - failure to accept resolution to issues not his raising of safety concerns

COMPLETION DATE: _____

REPORT SENT/GIVEN: _____

CONTENT CONT.

Dale said all issues had been previously addressed - saw no reason to continue down this road. Asked Mark to step down as he was neg affecting tm. Mark said "this is wrong" - "just trying to keep people safe". Dale reiterated point & spoke briefly of Sep Agreement. Mark said he wanted to come into talk - 7/11/11 - Dale told Mark no longer employee could collect things this arrangement & security.

Mark "about reached point where no trust exists between LF team. Mark didn't want from there as he feels that biased towards pilots & takes their side."

Mentioned Major Issue & Diane Kiese

Dale again told Mark previous issues had been "investigated to death" & told Mark he was dismissed - Dale prepared to offer Sep package in recog of yrs of service - keep Mark financially whole while looking after employment. Action was for good of program. Mark said "It was for the good of the program to keep pilots in line". Dale: Sep Agree 52 wk pay/ Healthcare/ Displacement Services

- If accepted = confidentiality agreement
- Advised Mark to consult attorney over Sep agree to be sent by reg. post - ~~Mark~~ consult & attorney prior to signing agreement.
- Mark not an emp after today
- Staff would be told that "Mark had chosen to leave prog."

Mark told Dale he was "dancing around his questions about trust & safety issues" - "you don't want to answer"

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EXHIBIT B

Humphrey, Pam

From: Mortimer, Tom
Sent: Friday, April 01, 2005 5:18 PM
To: Humphrey, Pam
Subject: On going Battles

Pam, thanks for picking up the slack with regards to CAAMTS I hope it wasn't to much more work. I have been talking to Ron this afternoon and I am pretty disturbed by what I am hearing. I think this ongoing battle between the pilots and the Mechanic is becoming a safety concern. I think this is a relationship that must involve trust and also must involve respect. I think there is absolutely none of either. As a member of the medical crew I and the rest of the crew put our trust in both of these groups on a daily basis and it is making me nervous. I also think that this poses a threat to the cohesiveness of our team. I see already the taking of sides and that is never a good sign. I know that none of this is news to you but I wonder if there is a resolution. I am willing to help in anyway that I can, but I think something must be



To Whom It May
Concern.doc

done. Thanks for your help and let me know what I can do.
Thanks again, Tom

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To Whom It May Concern:

During the March 24, 2005 Leadership committee meeting Mark Van raised the issue of unresolved safety concerns and his feelings that safety issues are treated lightly in our program. I felt that his timing was inappropriate and that he purposefully attempted to discredit the pilots in front of the flight crew. I don't know what his specific issues were, but I do know that a large part of a successful flight program is trust. I also know that safety issues are taken seriously here and I trust the pilots and management of this program. I would hope that the parties involved would be able to work through this problem before it erodes our team any further.

Tom Mortimer
Chief Flight Nurse

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PMC000129

1. I am one of the attorneys of record for the defendants Portneuf Medical Center and the named defendants (together, "PMC") and make this affidavit based upon personal knowledge.

2. Attached as Exhibit A to my Affidavit is a true and correct copy of relevant portions of Mark Van's deposition, taken on May 24, 2007.

3. Attached as Exhibit B to my Affidavit is a true and correct copy of relevant portions of the PMC Employee Handbook, providing that Mr. Van was an employee at will.

4. Attached as Exhibit C to my Affidavit is a true and correct copy of an Idaho Falls Post Register article "Rescue pilot crashes near Salmon" dated November 15, 2001. Plaintiff used this article as Exhibit No. 1 to the deposition of Gary Alzola.

5. Attached as Exhibit D to my Affidavit is a true and correct copy of 49 CFR 831.13(b), which provides that information can only be released with the Safety Board's approval during an investigation.

6. Attached as Exhibit E to my Affidavit is a true and correct copy of an email from Mark Van to Diane Kirse dated October 4, 2002.

7. Attached as Exhibit F to my Affidavit is a true and correct copy of Mark Van's Maintenance Policy No. 12, dated August 21, 2003.

8. Attached as Exhibit G to my Affidavit is a true and correct copy of a letter from Mark Van to Agusta rep Ron Cooper.

9. Attached as Exhibit H to my Affidavit is a true and correct copy of a letter from Mark Van to Pat Hermanson.

10. Attached as Exhibit I to my Affidavit is a true and correct copy of the Memo from Pat Hermanson to Mark Van dated September 16, 2004.

11. During the deposition of Ron Fergie, Ron testified that he did not know where Mark Van lived at the time of the alleged buzzing incident.

12. Attached as Exhibit J to my Affidavit is a true and correct copy of the U.S. Department of Labor Secretary's Findings dismissing Van's AIR 21 Whistleblower claim, dated October 11, 2006.

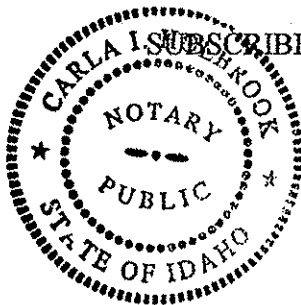
13. Attached as Exhibit K to my Affidavit is a true and correct copy of an e-mail from safety officer and Chief Pilot Ron Fergie dated October 13, 2005, detailing the results of the FAA investigation into whether or not pilot Barry Nielson had taken off with ice on the rotor blades in October, 2004.

14. In their depositions, Gary Alzola and Ron Fergie both testified that they considered quitting LifeFlight because the program was so dysfunctional and they did not know when the other shoe might drop.

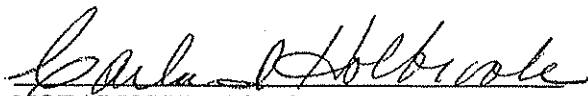
Further your affiant sayeth naught.



Paul D. McFarlane



SUBSCRIBED AND SWORN to before me this 31st day of August, 2007.


NOTARY PUBLIC FOR IDAHO
Residing at Boise Idaho
My Commission Expires 11-23-2009

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3rd day of August, 2007, I caused a true and correct copy of the foregoing **AFFIDAVIT OF PAUL D. McFARLANE** to be served by the method indicated below, and addressed to the following:

Nick L. Nielson
NIELSON LAW OFFICE
120 North 12th Avenue, Suite 7
Post Office Box 6159
Pocatello, Idaho 83205-6159
Facsimile (208) 232-0048

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile


Paul D. McFarlane

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EXHIBIT A

VAN v. PORTNEUF MEDICAL
May 24, 2007

Deposition of:
MARK C. VAN

Page 1

DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

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MARK VAN,)
)
 Plaintiff,)
 vs.) Case No. CV 2005-4053 OC
)
 PORTNEUF MEDICAL CENTER,)
 PAT HERMANSON, Hospital)
 Administrator, PAM HUMPHREY,)
 EMS Program Director,)
 GARY ALZOLA, Director of)
 Operations, RON FERGIE, Chief)
 Pilot/Safety Officer, BARRY)
 NIELSON, Pilot, and DOES I-X;)
)
 Defendants.)
 _____)

BEFORE THE UNITED STATES DEPARTMENT OF LABOR,
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

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MARK VAN,)
)
 Complainant,)
 vs.) Case No. 0-0160-05-016
)
 PORTNEUF MEDICAL CENTER,)
)
 Respondent.)
 _____)

ORAL DEPOSITION OF MARK C. VAN
Taken on May 24, 2006

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BUCHANAN REPORTING SERVICE
(208) 233-0816

67fce8e6-7285-4177-a3e0-44f30df9550b

1 March, April, I am not certain.
2 Q. Would that be the Arrius 2K?
3 A. Correct.
4 Q. First and second line maintenance course?
5 A. There you go.
6 MR. McFARLANE: Let's make this Exhibit No. 1
7 to Mr. Van's deposition, please.
8 (Deposition Exhibit No. 1 marked for
9 identification.)
10 Q. Mr. Van, showing you what has been marked as
11 Exhibit No. 1, could you take a look at that, please? Is
12 this the resume that you referred to a couple of minutes
13 ago?
14 A. It is.
15 Q. Could you take a look at that and tell me if
16 anything has changed or if everything is accurate on
17 that?
18 A. I went through the interrogatories yesterday
19 and I never put on my resume working for Transavia for a
20 month, which was 19 -- let me see, 19 -- oh, I see what
21 is going on. Okay, it was in between 1983 and 1984 for
22 about a month, I did not put that on my resume and
23 therefore, when I gave Curt the resume and he typed up
24 the interrogatory, Curt Holmes, he didn't put it on the
25 answers to the interrogatories. And therefore it was

1 A. No.
2 Q. When did they go out of business; do you know?
3 A. I don't know.
4 Q. Where were you based when you worked for them?
5 A. I was chasing seismic crews around. I was in
6 Rifle, Colorado.
7 Q. And to the best of your recollection what were
8 the names of the two principals for that company, the two
9 owners that you said started it?
10 A. Mike Ivans and his last name was Dean. Or
11 maybe his first name was Dean, I just don't recall.
12 Q. Mike Ivans and Dean. How do you spell the
13 name of this company?
14 A. T-R-A-N-A-V-I-A, I believe.
15 Q. Transavia, just like it sounds?
16 A. To the best of my recollection.
17 Q. Did they have one helicopter?
18 A. At the time that's the only helicopter I
19 remember, was the one I was working on. They might have
20 had more. I had never been to their main shop in
21 Colorado. It was a Lama, I believe it was a 315, an
22 SA315.
23 Q. Where was their main shop in Colorado?
24 A. I don't know; I was never there. I met the
25 helicopter, I believe it was in Meeteetse -- no, it was

1 omitted.
2 Q. Now, where was Transavia?
3 A. That was a company that was started by a man
4 named something Dean, I don't remember his first name,
5 and Mike Ivans, and they were Air West employees, and I
6 went to work for them for about a month.
7 Q. Is it a company they started?
8 A. That's correct.
9 Q. What did you do for them?
10 A. I was an aircraft mechanic.
11 Q. Why did you stop working for them?
12 A. Because I was terminated.
13 Q. And why was that?
14 A. I did an inspection and I told the pilot that
15 I had done an inspection and that the crew was laid up
16 for two days, they weren't going to work for two days, so
17 I told the pilot I did the inspection, filled out the
18 logbooks, threw the log books in the fuel truck and the
19 pilot flew the aircraft without doing a leak check, and I
20 told him to do a leak check and he didn't do a leak check
21 and it ran the engine out of oil and they had to do an
22 out of rotation. And nobody was hurt, there was no
23 damage to the aircraft, the engine wasn't damaged, but I
24 was terminated.
25 Q. Is this company still in business?

1 in a little town in between Steamboat Springs and Rifle;
2 I don't remember the name of it, though. That's the
3 first time I saw the helicopter.
4 Q. Did they have a shop there that you worked out
5 of or did you work out of a truck --
6 A. No, I had a fuel truck, they brought a fuel
7 truck out, or a fuel truck there at the time. Mike
8 Ivans, I met Mike Ivans there and he had the fuel truck
9 there. We rented places for the helicopter to park and
10 chased seismic crews around and they went out and looked
11 for oil.
12 Q. When you say chased seismic crews around, I am
13 not sure what you mean by that.
14 A. They would have miles and miles of line laid
15 out on the ground and they would set up charges on top of
16 the ground and they would have recording equipment with
17 geophones and they would record the vibrations in the
18 ground and they would get a good idea of what was
19 underneath the ground, and they kept moving these lines
20 and moving these lines and pretty soon you would have to
21 move the town where you were at. And they would have
22 different contracts in different areas and you would move
23 all over the West.
24 Q. Did you actually fly with the helicopter as it
25 was doing this work or did you stay back?

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5 (Pages 14 to 17)

1 A. Very rarely, very rarely, sometimes, but not
2 often.
3 Q. But you would mostly stay back at the base
4 area?
5 A. Yes.
6 Q. Did you have tools and such in your truck or
7 in the fuel truck?
8 A. Yes, in the fuel truck. (Witness nods head
9 affirmatively.)
10 Q. So, as I understand it, you had requested that
11 the pilot do a leak inspection on this particular
12 aircraft?
13 A. Well, it's just normal procedures after you do
14 a hundred hour inspection, is what it was, he knew the
15 hundred hour inspection was due, that you do a leak
16 check, because you have to take things apart that have
17 fluid in them, and it just so happened that the oil
18 filter for the engine leaked. And he didn't have the
19 records so legally he couldn't fly the aircraft, but he
20 did.
21 Q. Didn't have the records because you had put
22 them in the truck?
23 A. They were in the fuel truck.
24 Q. And what's involved in doing the leak check,
25 is that looking underneath the helicopter to see if there

1 Q. Wasn't damaged.
2 A. They continued to operate it.
3 Q. Who terminated you?
4 A. Mike Ivans.
5 Q. Did he give you a reason?
6 A. We argued about it. Just that it happened, I
7 guess. I don't know.
8 Q. Did he claim that you weren't a good mechanic
9 or that you had done something wrong?
10 A. I had worked with Mike, with Air West, you
11 know, the year before and, no, he didn't think I was a
12 bad mechanic, it is just something that happened. The
13 pilot didn't have the records and it's the pilot's
14 responsibility to make sure that the aircraft is ready to
15 go and he didn't have the records and he flew it anyway.
16 And he knew an inspection was due, and he had plenty of
17 experience, he knew that a leak check needed to be done.
18 But somebody had to take a fall, so I took the fall, I
19 guess.
20 Q. Was the pilot disciplined in some way for
21 flying without the records?
22 A. I don't think so, but I wouldn't know.
23 Q. Do you think the pilot should have been
24 disciplined for flying without the books?
25 A. Yes.

1 are any spots of oil or is it more involved than that?
2 A. Just run the aircraft up to full r.p.m. and
3 let it warm up and just make sure things don't leak.
4 Q. And there was a leak, it ran out of oil, and
5 he had to auto rotate down?
6 A. Yes, he had some indication, maybe the gauge
7 went down or started fluctuating or light came on. I
8 wasn't in the helicopter so I couldn't tell you. But he
9 noticed it and shut the engine down, and what they call,
10 they call that -- what they do then is they just put the
11 collective, which is what controls the pitch on the main
12 rotor blades, they put the collective all the way down,
13 and as the helicopter is coming down, the air is going
14 through the rotors and it speeds the r.p.m. up
15 (indicating) and you can even overspeed the rotors by
16 doing that. And when you get down close to the ground,
17 then you pull the collective back up, put pitch back in
18 the blades, and you land. You only get one shot at it,
19 though.
20 Q. Right. Nobody was injured?
21 A. Nobody was injured; the aircraft wasn't
22 injured; the engine, they filled it full of oil and there
23 wasn't a problem with that.
24 Q. So the engine wasn't --
25 A. Wasn't damaged.

1 Q. Was that an FAA violation to fly without the
2 books?
3 A. I don't think you have to have the books, but
4 you are responsible as the pilot to ensure that the
5 aircraft is in an airworthy condition to fly it in. If
6 you don't have the books, you don't know whether it's
7 airworthy, do you? How do you make a determination if
8 you don't have the records?
9 Q. How would the records have told him that he
10 needed to do a leak check?
11 A. Because it was written up that the aircraft,
12 the hundred hour had been complied with and that a leak
13 check was due.
14 Q. And so it would have been the pilot's
15 responsibility to perform that leak check before taking
16 off?
17 A. The pilot couldn't do it by himself because he
18 would have to run the helicopter while somebody else
19 would do it.
20 Q. So who would have done the leak -- would it
21 have been you and the pilot together?
22 A. Somebody would have to, yeah.
23 Q. Did you have any way of communicating with the
24 pilot that a leak check needed to be done?
25 A. I went to his trailer, his travel trailer that

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6 (Pages 18 to 21)

1 he was staying in, and I told him that I had done the
2 hundred hour and that a leak check needed to be done.
3 Q. This is beforehand, before the accident?
4 A. Yeah, it was before the --
5 Q. Or before the auto rotation?
6 A. It was before, yes.
7 Q. What did he say?
8 A. He just said okay. He just acknowledged that
9 I had told him.
10 Q. But then he never did it?
11 A. Obviously not.
12 Q. So when you left Trans --
13 A. Transavia.
14 Q. -- Transavia, who did you go to right after
15 that? You went from Transavia to --
16 A. Helicopters West.
17 Q. Helicopters West, okay. And Helicopters West
18 is in Provo, so you lived in Provo?
19 A. I commuted from Driggs -- well, see, they had
20 the base in Provo but I was working seismic again so most
21 of the time -- I did spend some time in Provo and stayed
22 at one of the pilot's -- a friend of mine's house while I
23 was there, maybe for a month or two while we were getting
24 things ready to go before the season started; but for the
25 most part I was out in Filmore, Utah, wherever the job

1 long time ago. I just do remember going over to talk to
2 the pilot.
3 Q. Did the pilot -- do you remember the pilot's
4 name?
5 A. I do not. He was from Canada; but I don't
6 remember his name.
7 Q. Did the pilot blame you for the necessity for
8 the auto rotation?
9 A. He didn't really talk to me about it.
10 Q. He never confronted you or said, hey --
11 A. No, he just said I need to leave.
12 Q. That's what the pilot said?
13 A. Yes.
14 Q. And that's what he told --
15 A. He told me that you never told me that it
16 needed a leak check, and then he asked me to leave. So I
17 left.
18 Q. Did you ever take any sort of legal action or
19 action with the FAA with respect to the Transavia?
20 A. No.
21 Q. Have you ever been a party to a lawsuit of any
22 kind before?
23 A. I don't recall any.
24 Q. Have you ever sued anybody?
25 A. No.

1 took me, Dillon, Montana; Meeteetse, Wyoming; Cody,
2 Wyoming. I just went all over the place, the jobs were
3 all over. Went to Oregon, went to Clatskanie, Oregon,
4 for about a month and a half.
5 Q. Clatskanie --
6 A. Clatskanie, I thought it was called on the
7 other side of the river from -- I can't remember, on the
8 other side of the river in Washington.
9 Q. It sounds like Clatskanie?
10 A. It's in between Portland and the coast, on
11 that road. I thought it was Clatskanie.
12 Q. With this Transavia thing, did the pilot --
13 did you ever have a meeting with Mike Ivans or anybody
14 else and the pilot?
15 A. No.
16 Q. Did the pilot, to your knowledge, misrepresent
17 the events that occurred?
18 A. I went over to his house after I talked to
19 Mike Ivans, or over to his trailer, I should say, and he
20 denied that I ever told him that the aircraft needed a
21 leak check.
22 Q. This is after you got terminated?
23 A. I think this was when I got back before Mike
24 Ivans made it to -- no, he was already in -- I don't
25 know, I don't remember exactly. We are talking about a

1 Q. Have you ever been sued?
2 A. No, I don't recall any.
3 Q. Have you ever sued any employers before?
4 A. I have never sued anybody.
5 Q. So it looks like most of your education since
6 high school has to do with helicopters in some way or
7 another.
8 A. Correct.
9 Q. Do you have any sort of other degree, college
10 degree or anything like that?
11 A. I don't.
12 Q. What did you do in the military, you were in
13 the military from '74 to '77?
14 A. '77 to --
15 Q. To '80?
16 A. -- '80.
17 Q. '77 to '80. What did you do when you were in
18 the military?
19 A. I was a helicopter mechanic.
20 Q. With what outfit?
21 A. 101st Aviation Battalion, Fort Campbell,
22 Kentucky.
23 Q. You were with the 101st the whole time?
24 A. Aviation the whole time, yeah. Other than
25 going to school and basic training, yes. After that I

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2 hundred hour and that a leak check needed to be done.
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25 A. No.

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10 degree or anything like that?
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13 the military from '74 to '77?
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15 Q. To '80?
16 A. -- '80.
17 Q. '77 to '80. What did you do when you were in
18 the military?
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21 A. 101st Aviation Battalion, Fort Campbell,
22 Kentucky.
23 Q. You were with the 101st the whole time?
24 A. Aviation the whole time, yeah. Other than
25 going to school and basic training, yes. After that I

1 was at Fort Campbell, Kentucky, for the rest of the time.
2 Q. You weren't in the reserves or the national
3 guard, this is the --
4 A. No.
5 Q. -- regular army.
6 A. That's correct.
7 Q. Did you see any action in --
8 A. No.
9 Q. I think Grenada was in that time frame.
10 A. No. It was, I think, but no.
11 Q. Were you ever stationed anywhere besides Fort
12 Campbell, Kentucky?
13 A. No, like I said, I went to Fort Rucker to go
14 to school, I went to Fort Knox to go to basic training
15 and that's it.
16 Q. What kind of discharge did you receive?
17 A. Honorable.
18 Q. When you went in the army, did you choose to
19 be a helicopter mechanic or --
20 A. I did.
21 Q. -- is that something that they assigned you or
22 is that a program you signed up for when you joined?
23 A. I took the test and they said I could do
24 anything I wanted to, so I chose that career.
25 Q. What made you choose helicopter mechanics, did

1 many annuals a year, so many progressive inspections or
2 so many alterations or major repairs to keep your
3 license. In order to have an IA, you have to have an
4 airframe and power plant license. And that's kind of
5 vague as far as if you don't use it, I think they are
6 getting -- the last IA meeting we went to, they seemed to
7 say that they are going to be more strict with people
8 that have licenses and never use them. But you have to,
9 you know, currently use the license so much a year or
10 they are going to try to start revoking them. But I have
11 never heard of anybody losing their A and P license
12 because they haven't been using it. But there is a
13 regulation that states that you have to be currently
14 active but I don't think they have ever upheld it.
15 Q. Have you ever had one of your licenses lapse?
16 A. No, I have not.
17 Q. So you have been continuously licensed since
18 you got out of the army?
19 A. Right. Before I got out of the army I had my
20 license. My IA license I didn't get until I believe it
21 was 1986 and I renewed it ever since.
22 Q. What does IA stand for?
23 A. Inspection authorization.
24 Q. When you left Portneuf Medical Center, have
25 you looked for any jobs other than the Avcenter?

1 you have some prior experience before the military?
2 A. My next door neighbor had a plane and it kind
3 of made me interested.
4 Q. When you go to these helicopter mechanic
5 schools that you have listed on Page 2 of Exhibit 1, when
6 you finish a school, do you get a certificate, do you
7 pass, is it possible to fail? How does that work?
8 A. They make you take a test at the end of the
9 class and you can fail and not get a certificate. I got
10 a certificate for all of them except for May 1981 I
11 didn't mention the 727 maintenance course. We didn't get
12 certificates that I recall from those courses.
13 Q. The May 1981, 727 maintenance course, three
14 different courses by American Airlines, Braniff, and TWA?
15 A. Yes, they were pretty short courses where two
16 people from each company on separate occasions came in
17 and talked to us and what they expected with their
18 paperwork and briefly went over the airplane. It was
19 pretty light training.
20 Q. Have you ever taken a maintenance course and
21 not passed it?
22 A. No.
23 Q. Is there certain requirements by the FAA that
24 you are required to do to keep your license?
25 A. My inspection authorization, you have to do so

1 A. I looked but I didn't apply. I looked, went
2 on line and went to justhelicopters.com and was looking
3 at that and there was another website that I don't recall
4 the name of it. But, no, I did not apply to any other
5 facility. Aviation is pretty limited in this part of the
6 country. There is not a lot of opportunities for
7 aircraft mechanics.
8 Q. So did you not find anything other than the
9 Avcenter?
10 A. I did not, nothing, no. I would have had to
11 move and I don't want to move. I live here, all my
12 friends are here.
13 Q. Where would you have had to move to to get
14 another --
15 A. You can look on the Internet, they have jobs
16 all over the United States, but you have to move.
17 Q. Were there any that you were considering?
18 A. No.
19 Q. How much were you making at Portneuf at the
20 time that you left, what was your annual income, say, for
21 2004, your last year?
22 A. It was \$36 and some change an hour.
23 Q. Your last full year would have been, say,
24 2004. What did you earn from Portneuf in 2004,
25 approximately?

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8 (Pages 26 to 29)

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1 Q. This doctor, Dr. Hazle, how did he know -- you
2 said he had preconceived notions about what had happened
3 at the hospital. What is your understanding of how he
4 knew that?
5 A. I have no idea.
6 Q. Are you saying, then, that Dr. Hazle had
7 talked to somebody else about what had happened at the
8 hospital?
9 A. It appeared that way.
10 Q. It appeared that way to you. You don't know?
11 A. I don't.
12 Q. And after you saw Dr. Hazle, then you filed a
13 workers' COMP claim?
14 A. It was quite a bit later. Like I think it was
15 2003 sometime. It was quite a bit later, though. I
16 asked Audrey Fletcher, why don't you just pay for me to
17 go see a counselor, any counselor I want to see, and she
18 wouldn't allow that, it had to be an EAP counselor, which
19 made me more suspicious that something funny was going
20 on.
21 Q. Do you recall when Audrey Fletcher told you
22 that?
23 A. Told me what?
24 Q. That you had to go see an EAP counselor.
25 A. She didn't tell me I had to go, she said I

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1 should. I was talking to her one day and told her the
2 way everything was handled with Gary Alzola and them not
3 doing anything about him lying about his position of what
4 the FAA told him could be released about an accident
5 while I was under investigation, it bothered me greatly.
6 And one day she convinced me to go see an EAP
7 counselor. But even at that point I told her that I
8 wanted to go see somebody that -- you know, not a
9 counselor that they assigned, and she would have none of
10 that.
11 Q. When did you ask her that, could I go see a
12 counselor of my own choosing and she said no, when did
13 that occur?
14 A. I would assume it would have been, you know,
15 late February, maybe March 2003. But I can't be -- I
16 don't have any documentation, I did not document the
17 date. It was shortly after the meeting with -- the 2003
18 meeting, I believe it was in February with Cindy
19 Richardson, division manager; Pam Humphrey; and I believe
20 Audrey Fletcher was there also.
21 Q. Now, this February-March of '03, is this
22 before or after the workers' COMP claim?
23 A. Well before.
24 Q. Well before, okay. And was this before or
25 after you saw Dr. Hazle?

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1 A. This, what do you mean by this?
2 Q. This February-March time frame, I am sorry,
3 this February-March time frame when --
4 A. When I talked to --
5 Q. When you talked to Audrey --
6 A. Obviously Audrey set up the meeting. So when
7 Audrey finally convinced me, I did go and see, you know,
8 Dr. Hazle. You have a copy of everything, and I am sure
9 the date is on it, too, as far as the meeting with Dr.
10 Hazle. So I imagine it's within two weeks of -- you
11 know, I talked to Audrey and within two weeks I saw Dr.
12 Hazle.
13 Q. So within a couple of weeks of you saying to
14 Audrey I want to see a counselor of my own choosing and
15 she said no, within a couple weeks of that conversation
16 you saw Dr. Hazle?
17 A. That's correct.
18 Q. Did you save any of those workers' COMP claim
19 documents from 2003?
20 A. There was only one, and, like I said, I have
21 not seen it. I don't know what happened to it. I don't
22 know. I have not seen it. I have been through every
23 document I have and I don't have it. So obviously it
24 wasn't saved.
25 Q. Is the Avcenter located near where the

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1 Portneuf Medical Center Life Flight helipad is?
2 A. The helipad is at the hospital. The Avcenter
3 is ten miles out of town towards the west. On I-84 or --
4 Q. I have never been there so I need to find out
5 from you -- I thought I read something where they were
6 nearby each other, or they were close or the Avcenter was
7 close by where the Life Flight helicopter would normally
8 be parked or where the maintenance facilities were.
9 A. No.
10 Q. It's ten miles --
11 A. Ten miles away.
12 MR. McFARLANE: Let's make this Exhibit No. 2.
13 (Deposition Exhibit No. 2 marked for
14 identification.)
15 Q. Showing you what's been marked as Exhibit
16 No. 2, it is an Employee Handbook for Portneuf. Have you
17 seen this document before, this document?
18 A. I have seen employee handbooks. I don't know
19 that I have seen this specific copy.
20 Q. I will represent to you that this was the
21 employee handbook in effect in April of 2005. Could you
22 take a look at it --
23 A. But if it was in effect in 4/05, was my copy
24 updated to be the same as this copy?
25 Q. Do you know if it was or not?

1 A. I don't.
2 Q. When is the last --
3 A. I have a copy that I left with, but I don't
4 know if it was the same copy as this, or if whoever was
5 responsible at the hospital made sure I had an updated
6 copy. So go ahead.
7 Q. How often were you given an employee handbook?
8 A. We got a new one when, you know, we changed to
9 Portneuf Medical Center, so I imagine that was, what,
10 2002.
11 Q. Are you familiar with the handbook, did you
12 read it?
13 A. Pretty familiar with it now.
14 Q. Were you familiar with it at the time you were
15 working there?
16 A. As much as I needed to be.
17 Q. Now, did you consider yourself to be an
18 at-will employee when you were working at Portneuf
19 Medical Center?
20 A. I knew that they had changed the employee
21 handbook to say that.
22 Q. One of the claims that you have brought in the
23 state law action is the breach of contract, you brought a
24 breach of contract claim.
25 A. (Witness nods head affirmatively.)

1 Q. Yes.
2 A. I remember a statement back when they made a
3 change, it was probably with the Bannock where we became
4 an at-will employee. As far as this statement here, I
5 can't testify that I had read it before my termination,
6 no.
7 Q. What was the statement you are referring to at
8 Bannock?
9 A. You know, once upon a time, I believe it was
10 in the nineties, they came out with a change with the
11 Bannock employee handbook and it said we are an at-will
12 employee, we are now an at-will employee, and something
13 to -- that we can terminate you for any reason we want to
14 kind of a statement.
15 Q. Before that change at Bannock had there been
16 some other arrangement, had you been under contract?
17 A. No more than the employee handbook.
18 MR. McFARLANE: Let's take a break for just a
19 second.
20 MR. POPA: Going off the record. The time is
21 10:09. We have reached the end of Tape No. 1.
22 (Short recess.)
23 MR. POPA: We are back on the record. The
24 time is 10:11. This is Tape No. 2.
25 Q. Going back to where the maintenance is done

1 Q. Did you have a written contract with Portneuf
2 Medical Center?
3 A. No more than the employee handbook and other
4 verbal agreements.
5 Q. What other verbal agreements are you thinking
6 about?
7 A. There is just many verbal agreements when you
8 work someplace where, say, you talk to your supervisor
9 and say, you know, I need to do -- I need to do this or I
10 need to do that, and they agree to it, they are all
11 verbal agreements.
12 Q. So if you look at Page 39, if you look at the
13 second paragraph down, it's all bold.
14 A. Uh-huh.
15 Q. Where it says, The procedures expressed in
16 this policy do not, nor are they intended to, create any
17 contractual rights of employment or terms of employment,
18 express or implied, nor do they create any property right
19 of any employee. These procedures further do not limit
20 or modify the at-will nature of employment at the medical
21 center. Employment at the medical center may be
22 terminated at any time with or without cause or notice.
23 Had you seen that language before, had you
24 read that language before?
25 A. Before I was terminated?

1 for the hospital aircraft -- do you call helicopter
2 aircraft or do you call it --
3 A. A helicopter is an aircraft.
4 Q. Pardon me?
5 A. A helicopter is an aircraft. You have a
6 helicopter, you have an airplane, and they are both
7 aircraft.
8 Q. I just want to use the right language because
9 I am not a --
10 A. You can call it a helicopter if you want to
11 talk about a helicopter.
12 Q. The hospital's helicopter maintenance, is it
13 done sometimes at the Avcenter?
14 A. Yes, it is.
15 Q. What kind of maintenance is done at the
16 Avcenter?
17 A. Heavy maintenance. In the operations manual,
18 it used to say, the FAA made us put it in the operations
19 manual, that 100 hour, 300 hour, 600 hour, any type of
20 heavy maintenance, transmission changes, engine changes,
21 had to do in a hangar. It didn't say it had to be
22 done at the Avcenter hanger but it had to be done at a
23 hanger. They didn't want us doing it out there on the
24 helipad.
25 Q. And because the hospital had no hangar --

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11 (Pages 38 to 41)

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1 pilot -- I forget I said pilot issue, I don't --
2 Q. You talked about pilot issues in the context
3 of in three years of minutes of the meetings there is no
4 pilot issues.
5 A. There is none.
6 Q. What do you mean by pilot issue?
7 A. Safety issues.
8 Q. Safety issues concerning pilots?
9 A. Correct.
10 Q. Or safety issues, period?
11 A. No, they have safety meetings, but none of the
12 safety meetings in any of the minutes that you can find
13 have anything to do with the pilots. Tim Brulotte
14 crashes an airplane -- not an airplane, a helicopter and
15 there is not one sentence in any safety meeting minute
16 that follows. I raised safety issues in meetings, you
17 can't find my comments in any of those meetings either,
18 very serious issues. I call that a coverup.
19 Q. Gary Alzola told you that the FAA wouldn't let
20 him release information about the accident to the press
21 or something to that effect; right?
22 A. Gary Alzola stated in the 9/3/2002 meeting --
23 I called the meeting with Diane Kirse and Audrey Fletcher
24 and him because I wanted to know, Gordon Roberts had told
25 me that Gary Alzola was the one blocking the information

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1 being released that Tim wanted released. And that is
2 when Gary Alzola said that he couldn't release any
3 information because the FAA had told him that it's FAA
4 policy, you can't release information while an accident
5 is being investigated. Which later turned out to be
6 untrue.
7 Later I asked him on the helipad, I said I
8 have been through NTSB, FAA investigation and nobody said
9 I couldn't release any information. He said, oh, well,
10 nobody really told me at the FAA, it's just FAA policy.
11 So then I called Brent Robinson and another operations
12 inspector, it's in an e-mail and they said they had never
13 heard of anything where anybody but the FAA can release
14 information.
15 Later on the actual accident investigator,
16 Lynn Higgins, who investigated the 2001 accident, I
17 e-mailed him, he e-mailed me back and said that there is
18 no FAA policy stopping anyone from releasing accident
19 information. The FAA can't do it but there is no policy
20 about, you know, operators or persons. Does that answer
21 your question? Was there more to your question? I went
22 on too long, I can't remember.
23 Q. That's okay. Did Gary Alzola ever tell you
24 that someone at the FAA had told him that he couldn't
25 release information?

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1 A. In that 9/3/02 meeting Gary Alzola stated that
2 the FAA had told him he could not release accident
3 information while an accident was under investigation.
4 Q. So in the meeting he said that the FAA told
5 me --
6 A. That's correct.
7 Q. -- and on the helipad he said --
8 A. He changed it.
9 Q. -- they didn't tell me, but that's just my
10 understanding of the regs?
11 A. No, he said -- nobody at the FAA actually told
12 me but that's FAA policy, that you can't release
13 information about an accident while it's being
14 investigated.
15 Q. In the meeting did he tell you who at the FAA
16 had told him?
17 A. No.
18 Q. Did you ask him?
19 A. I was devastated when he said that. I just
20 said, well, if the FAA told you that, I guess it's over.
21 It's documented in one of my documents. I just called
22 the meeting to a close because I mean if the FAA told him
23 that he couldn't release any information, I had no leg to
24 stand on. It wasn't until later I started thinking about
25 it, going, well, I have been investigated by the FAA, I

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1 have been investigated by the NTSB because of this
2 accident, and nobody ever said to me I couldn't release
3 information. So how is that right? Things aren't adding
4 up here.
5 Q. And that's what made you decide to contact the
6 FAA yourself?
7 A. That's correct.
8 Q. On the third page here of Exhibit No. 3, you
9 say you brought this information, on the second
10 paragraph, to Diane Kirse, and who is Diane Kirse?
11 A. I am a little confused about it all, so many
12 people changed, came and went. I believe she was the
13 program director, in fact I am pretty sure she was. When
14 the hospitals merged, Gordon Roberts lost his position,
15 and I think Diane Kirse had that position. I am pretty
16 sure she was, because I took the problem with Gary
17 Alzola, the complaint resolution to her.
18 But Diane Kirse wasn't making any sense at
19 all, this was I believe in the -- this was in a meeting
20 with Audrey Fletcher and Diane Kirse. This was after the
21 9/3 meeting. I don't know what the date is, they
22 wouldn't release the e-mails so I could figure that out.
23 And in the meeting she was just not making any
24 sense at all. She was just getting really emotional and
25 Audrey had to calm her down several times. And the next

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19 (Pages 70 to 73)

1 A. It starts out, In summary, you feel like Gary
2 Alzola, yes, I did sign this, it's my signature.
3 Q. And this discusses a meeting that you had to
4 discuss your grievance about Gary Alzola not allowing
5 information to be released concerning the fact that the
6 accident was not due to maintenance?
7 A. That the pilot noted no mechanical
8 abnormalities or however I termed it. That there was
9 nothing mechanically wrong with the aircraft right before
10 the accident.
11 (Last question read back by the
12 reporter.)
13 Q. Is that what your understanding of this
14 communication is?
15 A. The meeting is about Document MV002, to be
16 more specific. But, yes, that does seem to include my
17 concerns.
18 Q. Who was at this meeting? It looks like Pam
19 Niece, Cindy Richardson and yourself. At least that's
20 what it says in the first paragraph.
21 A. I would swear that Audrey Fletcher was at this
22 meeting also.
23 Q. Do you think or are you sure?
24 A. I'm pretty sure, pretty sure.
25 Q. It says here, in the summary paragraph, toward

1 Q. So you did agree with that, that you didn't
2 have a right to know, or do you feel that --
3 A. They had the right -- they had the right to
4 run their business, you know. I would have liked to have
5 known, but they had the right to run their business that
6 way.
7 Q. The next paragraph says that you were informed
8 that the hospital would not remove Gary Alzola from his
9 position of which you expressed was not a satisfactory
10 solution.
11 A. That's pretty true.
12 Q. What did you say in respect to the not being a
13 satisfactory solution at that meeting?
14 A. I just didn't think it was acceptable that a
15 man who would lie about FAA policy, causing harm to
16 others, should be the director of operations.
17 Q. And the next page it says at the top that you
18 discussed moving forward and how you would be able to
19 accept this decision and continue working as part of the
20 Life Flight team. You indicated you would be able to
21 work with Gary as well as others regardless of this
22 decision. Did you say that, I would be able to work with
23 Gary --
24 A. I agree with it, I did work with Gary.
25 Totally agree with it.

1 the bottom, it says, As a result of these findings, you
2 then stated that although you did not approach Gary with
3 these findings, you did e-mail both him and Diane Kirse.
4 After you found out from the FAA that no such
5 policy existed with respect to the release of
6 information, is this right, you didn't approach Gary, you
7 just e-mailed him?
8 A. I did not confront Gary.
9 Q. So you didn't talk to him about it?
10 A. I did not.
11 Q. You e-mailed him, okay. And down here in the
12 second paragraph from the bottom, it says, It was
13 explained to you that whatever action is taken, it would
14 be held in confidence as we do with other employees. Pam
15 Niece explained it was not and will not be your right to
16 know the action taken disciplinary or otherwise. That
17 does not mean that we condone this type of employee
18 behavior.
19 So what that is talking about is whether or
20 not the hospital decided to do anything or discipline
21 Gary Alzola, that you did not have a right to know that?
22 A. That's what they stated.
23 Q. Did you agree with that?
24 A. You know, they were the employer, they had
25 that right.

1 Q. And then it says in the next paragraph, We
2 made every attempt to come to a satisfactory conclusion
3 and an understanding of how --
4 A. Resolution, made every attempt to come to a
5 satisfactory resolution.
6 Q. Made every attempt to come to a satisfactory
7 resolution and an understanding of how the situation will
8 be handled. It is therefore the expectation that from
9 this point forward the issue is closed for further
10 discussion. The expectation is to be respectful and
11 responsive to each other's positions.
12 Did you agree that the issue from that point
13 forward was closed for further discussion?
14 A. I was fine with it.
15 Q. And by signing your name you indicated that
16 you were fine with it.
17 A. Yes.
18 Q. Pretty soon after this memorandum you
19 received -- not pretty soon, that's relative, this went
20 on for several years. So let's talk about September of
21 '03.
22 MR. McFARLANE: Let's make this No. 5.
23 (Deposition Exhibit No. 5 marked for
24 identification.)
25 Q. Showing you what's been marked as Exhibit

1 enough of it to where I felt I got what I needed out
2 there. Yes, I made, I think it was Policy Letter No. 12,
3 Life Flight -- you guys -- you guys. PMC refused to send
4 me my Life Flight policy letters, Life Flight maintenance
5 policy letters. But I think I do have a copy of it and I
6 believe that you guys -- you guys -- that you were
7 supplied with that policy.

8 But, yes, there was a policy created. And it
9 said that I can't make -- I told the mechanics what the
10 situation was and I am sure Frank Prickett totally agreed
11 and as far as Greg Stoltz, I don't know. Frank Prickett
12 totally agreed. He was the one that brought up the issue
13 to begin with about pilots being tired and him feeling
14 bad about even being in a situation, being placed in a
15 situation where a pilot had flown back after 20 hours
16 after he put his name on the books.

17 Q. So was the motivation for this partly to
18 protect the maintenance department from --

19 A. Partially.

20 Q. -- from consequences if there was an accident?

21 A. It's everybody's protection. It's everybody's
22 protection. But, yes, partially it is the maintenance
23 department. The maintenance department got adversely
24 affected by the 1993 crash landing. The maintenance
25 department was adversely affected by the 2001 accident.

1 Q. Is this one of the reasons you came up with
2 this policy, then, the mechanic on duty will screen the
3 pilot for proper rest minimums before completing and
4 signing off repairs to the aircraft. You testified that
5 you came up with that policy and you put it in a policy
6 letter.

7 Is one of the reasons you came up with this
8 because you felt that maintenance had been unfairly
9 blamed for the previous 2001 crash and you didn't want
10 that to happen again?

11 A. It was part of the reason of many reasons.
12 The main reason being safety and people's lives.

13 Q. Sure.

14 A. But of course, it adversely affected the
15 maintenance department in many ways, not just being left
16 with the public's perception that maintenance was
17 culpable.

18 Q. Let's look at Exhibit No. 7. Is this 7?

19 A. That's the policy letter.

20 (Deposition Exhibit No. 7 marked for
21 identification.)

22 Q. This is the policy letter that's been marked
23 as Exhibit No. 7, document MV009. You drafted this it
24 looks like or you wrote this on 8/21/03, which is the
25 same day as the leadership meeting; is that right?

1 A. That's what the date says.

2 Q. What did you do with this policy letter?

3 A. It went in a Life Flight maintenance policy
4 book that was located in the Life Flight maintenance
5 office, and the other mechanics read it and would have
6 had to sign it, that they had read and understand the
7 policy.

8 Q. Do you know if the other mechanics ever did
9 read and sign this policy?

10 A. Yes, they did. Every year during evaluations
11 part of their evaluation process was to review the Life
12 Flight maintenance policies.

13 Q. Do you write all -- did the director of
14 maintenance write all the maintenance policies?

15 A. The director of maintenance wrote all the Life
16 Flight maintenance policies while I was there. I would
17 assume that that would still be the case.

18 Q. Now, at the top it says, the first full
19 paragraph, On 11/14/01 our helicopter had an accident due
20 to pilot error. Life Flight maintenance was blamed for
21 the accident. The last sentence of that paragraph, From
22 this point forth we need to monitor the state of the
23 pilots and question what they do, to avoid a repeat of
24 that very bad situation.

25 Is this kind of language common in policy

1 letters? Do you usually discuss in the policy letters
2 that you have written, do you discuss --

3 A. This was a very emotional policy letter. If
4 you read any of my other letters, it wouldn't have
5 anything like this written in them. I was a little upset
6 by Gary Alzola's position and with even the thought of
7 Ron Fergie flying after 20 hours as the safety officer
8 and training pilot and chief pilot, I was upset that
9 something else was going to happen if safety issues were
10 not taken care of.

11 Q. It says in the next paragraph, It's apparent
12 to me now, that the new program director, director of
13 operations, and the chief pilot will shift the blame to
14 maintenance, even if they have information that will
15 clear maintenance of any wrongdoing.

16 Are you referring, then, to the 2001 crash?

17 A. Also things happened in 1993 that included Pam
18 Humphrey, but there were things said by the chief pilot
19 and the director of operations and the program director
20 that all pointed to that. Pam Humphrey in the February
21 of 2003 meeting -- yeah, 2003 meeting about Gary Alzola
22 stated that we are never going to release any accident
23 information. I am never going to do anything to Gary
24 Alzola.

25 And right after the accident Ron Fergie was

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1 meeting where people were allowed to say things that were
2 childish and mean spirited like as let's see if we can
3 make somebody -- Mark lose his temper. And I wasn't
4 going to buy it. I wasn't going to buy it. But that's
5 what this document is about, is questions that I never
6 got to ask Audrey Fletcher and her supervisor as to how
7 and why she conducted this meeting this way and why I was
8 treated this way.
9 Q. And the meeting that you are referring to,
10 again, is an April --
11 A. To the best of my recollection, it would be
12 April 4, 2005, but, like I said, since the e-mails were
13 never produced, I cannot confirm that. It was a meeting
14 called to talk with Barry Neilson, myself, and Audrey
15 Fletcher, and when I got there, Pam Humphrey and Gary
16 Alzola were there. Kind of a free-for-all after that.
17 Q. Was this the meeting to discuss --
18 A. Barry Neilson threatening me.
19 Q. Barry Neilson threatening you: Tell me how
20 that came about --
21 MR. NIELSON: Barry Neilson threatening him?
22 MR. McFARLANE: That's right.
23 A. Where should we start. Okay, we went over the
24 letter from Gary Alzola -- Gary's e-mail response which
25 was, what, the 17th of, the 17th of February of 2005, I

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1 e-mailed Gary back and my words on the original e-mail
2 were in blue and I just put paragraphs in between his
3 paragraphs and responded to each paragraph that he had.
4 It's MV022. You should have that.
5 At the beginning of that letter, or the
6 e-mail, it starts out with something to the effect let's
7 get back to the beginning about Barry flying with ice on
8 the blades in October of 2004. This was a private e-mail
9 to Gary Alzola. And in every paragraph that he made I
10 had several paragraphs countering what he had said in his
11 e-mail that we just went over, which would have been
12 Exhibit No. -- is that 19? Yes, Exhibit No. 19.
13 So at the very beginning I believe what made
14 Barry mad was that I said let's get back to the
15 beginning, because something similar to what Barry had
16 done, which was not do his preflight -- of course the
17 helicopter wasn't full of ice on the blades but the same
18 scenario was set up, aircraft left out of service all
19 night with ice on the blades, unairworthy, with the
20 exclusion of nobody flew it.
21 So I said let's get back to the beginning, and
22 I made an example of the instance of Barry, but I did not
23 e-mail it to anybody but to Gary Alzola, it was a private
24 e-mail to Gary Alzola.
25 In Audrey Fletcher's sequence of events, on

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1 Page 7, it's a 10-page document, I believe, it's a PMC
2 document, it states that Ron Fergie had given a copy of
3 that e-mail to Barry Neilson, and that's what inflamed
4 Barry Neilson to come out and threaten me.
5 A private e-mail about a safety concern from
6 the director of maintenance to the director of operations
7 was given to Barry Neilson, who everybody knows has a bit
8 of a temper, and he came out and threatened me on the
9 helipad. And he didn't say a lot.
10 It was 2/25/05 when it happened, it was
11 probably the middle of the day, a little bit later,
12 afternoon a little bit. But I was out there doing
13 documents on the top of my tool box, my roll-around, and
14 Barry came out, and I am writing and not really paying
15 too much attention to Barry.
16 And he comes out and he's going, he gets
17 pretty close to me and he goes, you are making this
18 program go down the crapper. I just kept on writing, I'm
19 going I don't know what you are talking about, Barry.
20 And he says I am tired of all these e-mails and stuff
21 flying around. And actually I think he said both of
22 those sentences before I said I don't know what you are
23 talking about, Barry.
24 And that's when he turned around and stomped
25 off the helipad, he slammed the gate, and he bellowed,

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1 well, you are going to find out, and he stomped on down
2 the pad. And that was the threat. My heart was racing,
3 I was like, whoa, what did I do.
4 Q. What did you take to mean you are going to
5 find out?
6 A. It was a veiled threat, I have no idea what he
7 meant. He was open to any kind of an interpretation. I
8 don't know what he meant. I know he was mad and he
9 didn't tell me what. Heck, I didn't know what was going
10 on. I didn't have a clue. I didn't have a clue because
11 I didn't e-mail him. I didn't tell him anything. I had
12 no discussions about the ice with blades -- ice on the
13 blades.
14 MR. McFARLANE: Let's take a brief break, go
15 off the record.
16 MR. POPA: Going off the record, the time is
17 4:06, end of Tape No. 6.
18 (Short recess.)
19 MR. POPA: Back on the record. The time is
20 4:14. This is the beginning of Tape No. 7.
21 Q. Mr. Van, you were telling me about Mr.
22 Nielson's, Barry Neilson's threat to you on February 25
23 of 2005 and you stated he went off the helipad, he closed
24 the gate, and did he shout at you?
25 A. I'd say he bellowed.

VERIFICATION

STATE OF IDAHO)
) ss.
COUNTY OF _____)

I, MARK C. VAN, do hereby certify that I am the deponent referred to in the foregoing deposition taken on the 24th day of May, 2007, consisting of Pages 1 through 340, that I have read the foregoing deposition and have made the foregoing additions or corrections:

Page Line Change

MARK C. VAN

GIVEN UNDER My hand and Seal of Office on this ___ day
of _____, 2007, at _____, Idaho.

Notary Public In and for Idaho
My Commission Expires

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EXHIBIT B

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EMPLOYEE COMPLAINT RESOLUTION PROCEDURE

Portneuf Medical Center has established a policy to promote and to further employer-employee relations by encouraging communications and reconciliation of work-related problems. This policy provides a process through which you can express legitimate dissatisfaction or complaints made in good faith without fear of criticism or loss of job security.

The procedures expressed in this policy do not, nor are they intended to, create any contractual rights of employment or terms of employment, express or implied, nor do they create any property right of any employee. These procedures further do not limit or modify the at-will nature of employment at the Medical Center. Employment at the Medical Center may be terminated at any time with or without cause or notice.

If you are unhappy about working conditions or feel that you have not been treated in accordance with Portneuf's policies, you should report the problem immediately to your direct supervisor. If you feel that the problem is not satisfactorily resolved, you may follow the steps outlined below (wage/salary determinations, performance evaluations, and layoff decisions are excluded from this complaint procedure). Complaints made in good faith should not jeopardize your job status, security or working conditions. In addition, any complaint request will not become part of your permanent file for the purpose of disciplinary action.

Portneuf also recognizes that employees who have been discharged may take issue with their separation from employment. Accordingly, Portneuf has developed a process pursuant to which such employees may be afforded an opportunity to express their concerns. If you have been discharged and wish to take advantage of this process, you may bypass Steps 1 and 2 below and proceed to Step 3. To do so, you must file a written complaint with the Administrator within 30 calendar days of the effective date of the termination. The complaint should include a statement of the issue, the facts related to your complaint and the identification of any witnesses who may have relevant information concerning your complaint. A copy of the complaint must also be provided to Human Resources.

Employees taking advantage of Portneuf's employee complaint resolution procedure are advised that participation in the procedure may require the disclosure of personnel records and other employment related information to the Administrator's committee as part of Step 3. All members of the committee will be asked to execute a statement agreeing that such information provided during this process shall be kept strictly confidential and will not be disclosed except as required in the performance of their duties as committee members.

Step 1. Department Manager or Human Resources Department staff

In order to minimize the possibility of misunderstanding, you are encouraged to talk over problems or concerns with your immediate supervisor and/or your department manager as they occur.

The Human Resources Department staff are available to you for informal and confidential discussion of work-related situations. The Human Resources Department staff can assist you in assessing the situation and can provide assistance if you wish to pursue the complaint process.

If you have a formal complaint you wish to have reviewed, you must inform your immediate supervisor and the department manager that you wish to pursue the complaint process and then make sure your department manager has a complete understanding of the situation by providing a written statement to your department manager. In order to receive consideration, the complaint must specifically state the issue (include dates, times, names, witnesses, etc.) AND must offer a reasonable suggested resolution proposed in a professional, constructive manner. The written statement initiates the formal complaint process. It must be submitted within 30 calendar days of when you learn of the occurrence which has given rise to the complaint. Any complaint which is not submitted within this time limit should state the reason it was not a timely filing and may be rejected as untimely. A copy of the written complaint must be provided to Human Resources for tracking timeliness of responses.

The department manager will review your complaint and respond within 10 calendar days. If you are not satisfied with the response from your department manager you may proceed to Step 2.

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EXHIBIT C

1206 528 7021

11-10-01 9:53AM IIRMC ADMINISTRATION

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POST REGISTER / THURSDAY, NOVEMBER 16, 2001

THE WEST



B1

CALL ASSISTANT MANAGING EDITOR MARGARET WIMBORNE AT 542-6767, OR E-MAIL AT MWIMBORNE@IDAHONEWS.COM.

Feb 15 06 08:03P

Rachelle Heldwein

208-697-2806

p.10

Rescue pilot crashes near Salmon

By MATTHEW EVANS
Post Register

A pilot is in critical condition at EIRMC after his rescue helicopter crashed early Wednesday morning.

Tim Brulotte, 43, was the only person in the helicopter, which went down near Salmon just after midnight Wednesday.

Brulotte, a retired Army pilot who has worked for Bannock Regional Medical Center's Lifeflight unit for 2 1/2 years, dropped off his crew and a patient Tuesday afternoon when he became alarmed by the helicopter's operation, said Marilyn Spelm, head of community relations at BRMC in Pocatello.

"He called in a ground ambulance to transport the patient and crew and he remained behind," she said of Brulotte, who has been a pilot for more than 20 years.

After talking with a mechanic by telephone, Spelm said, Brulotte tried to take off in the helicopter twice but remained concerned, landed and waited for a mechanic to drive to Salmon to check on the craft, a 1993 Eurocopter with 3,800 flight hours.

"The mechanic felt certain the heli-

copter was OK," Spelm said. "So (Brulotte) went back up ... and crashed between 1 and 1:30 in the morning. The helicopter is not salvageable."

The Federal Aviation Administration and the National Transportation Safety Board are investigating the crash, which occurred in a remote area near Salmon.

"Until they conduct their investigation, the cause of the accident is pure speculation," Spelm said.

Eastern Idaho Regional Medical Center's Air Idaho helicopter rescue unit, as well as rescue units in Twin Falls and Boise, will pick up the slack until EIRMC can find a replacement helicopter.

"They have all called and offered help, and we'll move as quickly as possible ... we may find a loaner, we don't know at this point," Spelm said. "We do know there will be no break in the delivery of services."

BRMC also has a fixed-wing aircraft and a Lear jet it can use in emergency situations, she said, although it's much more complicated to coordinate an airplane's takeoffs and landings than a helicopter's.

EIRMC's Air Idaho helicopter was

sent to Brulotte's rescue at 1:24 a.m. It arrived soon after, but was unable to land because of dense fog, said EIRMC spokeswoman Cindy Smith-Putnam.

Around the same time, medical personnel from Leadore reached Brulotte and stabilized him.

Just before 3 a.m., the EIRMC crew landed at Mud Lake Airport, and a medic and flight nurse traveled by car to the scene of the accident, escorted by Jefferson County Sheriff's deputies.

An hour and a half later, Brulotte was loaded onto the Air Idaho helicopter.

Sixteen minutes later, he arrived at EIRMC.

The injury to the American Falls resident, and father of two daughters who attend college in the Midwest, has hit the rescue community hard, said Sue Farrigin, chief flight nurse for Air Idaho, which makes about 500 rescues a year.

"We see each other as family," she said. "I wasn't on the call, but I know it was very hard for them to take care of him. Our hearts go out to his family."

PMC000009

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EXHIBIT D

Home Page > Executive Branch > Code of Federal Regulations > Electronic Code of Federal Regulations

Electronic Code of Federal Regulations (e-CFR)

e-CFR Data is current as of July 30, 2007

Title 49: Transportation

PART 831—ACCIDENT/INCIDENT INVESTIGATION PROCEDURES

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§ 831.13 Flow and dissemination of accident or incident information.

(a) Release of information during the field investigation, particularly at the accident scene, shall be limited to factual developments, and shall be made only through the Board Member present at the accident scene, the representative of the Board's Office of Public Affairs, or the investigator-in-charge.

(b) All information concerning the accident or incident obtained by any person or organization participating in the investigation shall be passed to the IIC through appropriate channels before being provided to any individual outside the investigation. Parties to the investigation may relay to their respective organizations information necessary for purposes of prevention or remedial action. However, no information concerning the accident or incident may be released to any person not a party representative to the investigation (including non-party representative employees of the party organization) before initial release by the Safety Board without prior consultation and approval of the IIC.

[53 FR 15847, May 4, 1988, as amended at 62 FR 3808, Jan. 27, 1997]

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Section 508 / Accessibility

Last updated: February 19, 2007

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EXHIBIT E

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Kirse, Diane

From: Van, Mark
Sent: Friday, October 04, 2002 5:42 PM
To: Kirse, Diane
Subject: Autonomy

I would like you to reconsider having my evaluation completed by Gary Alzola

In the eighteen years I have worked here I have only had a pilot fill out my employee evaluation once in 1994. When I first became employee Jackie Hansen was the Chief Flight nurse, then Pam Humphrey, Susan Gafney (she had Vince do my evaluation) and then Gordon Roberts arrived on the scene.

In all those years there were many situations that arose that would have had a different outcome if the pilots had their way and I didn't have any say. I will not feel comfortable speaking my mind in situations that will involve casting a bad light on pilots. You will not hear both sides if Gary Alzola fills out my evaluation.

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You stated that you didn't know anything about Maintenance, well I assume the same can be said about pilots and or the Director of Operations. I believe that Pilots and Maintenance should be separate entities to ensure checks and balances. I already have a smaller say because I am outnumbered and get ganged up on in meetings.

Under the prior arrangement I also knew if I fought to hard for the way I feel it should be, they would complain about me and I would get bad evaluations even if they didn't fill them out. But at least I had a voice

My point of view is valuable from a cost and down time conscious perspective. There will be situations where Operations and Maintenance clash, but we need to decide what is in the best interest of Life Flight and not just what the pilots want. The pilots will be coming at you with a agenda, and you'll have no one to ask what the real picture is. I would like the opportunity to give you the big picture during these situations.

Here are some of the confrontations of the past. I would like to add that the pilots we have now do not seem to be as bad as the stories I'm going to tell, but I think they will take advantage of my diminished position.

In the winter of 1993 after a weekend of heavy snows, Don Humphrey (Pam's then husband) took off from our helipad. Just after liftoff the # 1 engine flamed out (the fire went out and lost all power to that engine). The helicopter crash landed in Carter street doing \$150,000.00 damage to the aircraft and a lot of bad PR.

At the team meeting that followed several hours latter, Rick Jones (one of the crewmembers on the flight) asked the first question. Was the continuous ignition supposed to be on? Don Humphrey said no. you only have to have it on when its snowing.

A couple of months went by and I was hearing all sorts of Ideas of why the engine flamed out from the pilots except for the continuous ignition not being on. I happened to look in the flight manual one day and it said that the continuous ignition was supposed to be on any time there is a accumulation of snow on the cabin roof. The continuous ignition was

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PMC000284

supposed to be on.

I had a confrontation with Pam and showed her what the flight manual said. She called Don in and asked him when he knew about what the flight manual said. He replied that he had read it right after the crash.

It was a horrible working experience. I was scared to say anything because Pam was married to Don. It will be the same thing with Gary Alzola filling out my evaluation. The pilots will screw up and cover up and I won't be able to say anything without fearing for my position.

Also how about all the other pilots never telling me that the continuous ignition was supposed to be on. But instead helping Don cover up his mistake and dreaming up other reasons of why the engine flamed out. Don was never reprimanded, the flight crew was never told the truth.

Years later when Don was trying to fire Vince Digeatano who was the Director of operations during the crash. Vince used a copy of the report about the crash that I wrote and tried to get Don in trouble with it. So there is credence in my story I can show you the report if you want.

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I have for years battled with the pilots about covering the aircraft to keep Ice off of the blades. At one time they wouldn't cover the blades and to add insult to injury they wouldn't help thaw the blades out after they caused the mess. Hours of down time! I've had a number of pilots tell me oh its going to warm up by this after noon and they'll thaw out (all the while the aircraft is out of service). I have continuing problems with this issue. It will only get worse in my diminished position

Installing the heaters in cold weather another battle with the pilots. The don't like the extra work, longer response times and there is a possibility that a cowling will not be fastened properly before takeoff. The aircraft has had many starting problems when the heaters have not been installed below 40 degrees f.. Parts go bad because of the cold exposure if the aircraft isn't kept warm.

My side of the story is less downtime and savings on parts purchases. The Pilots perspective is to much work to install, faster response time (if they can get it started) and less danger of leaving something undone. To bad I won't have a side to my story any more!

Fuel caps: We have lost at least 8 fuel caps at over \$500.00 a piece. Also aircraft structural damage due to leaving the cap off on the chain, beating the side of the aircraft in the wind. The last aircraft we had I made it so you couldn't loose the cap, but it made it a little harder to put on.

Vince and I bucked heads over that fix. I won't be fighting those fights with a pilot filling out my evaluation.

Erosion: The engines erode in the environment that we work in. Last year one of the pilots (I don't know which one) landed in sand, and in the 18 years I've been here I have never seen so much sand (10 times more). It took out one of our compressors. Since we were power by the hour they would not pay for abuse. It cost \$30,000.00 to repair the compressor.

This year there was more damage to both compressors from a foreign object. I'm not sure what caused the damage. Haven't got the bill yet, but it will probably be for about the same money. This is why I wanted a particle separator for the new aircraft (it removed particles from the intake air). Gary called a meeting and didn't tell me what it was about. Then Ron Fergie and Gary tag teamed me out of a particle separator. I

What meeting?

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didn't have my arguments well prepared because I wasn't told what the meeting was about..

They had some good reasons to not get the particle separator (power, operation in snow and weight). But with the additional power of the Turbomecca engines it could have worked. They weren't totally honest either. They had taken out the particle separator I wanted and used the \$60,000.00 on equipment that they forgot to put in the initial bid prior to our meeting. So now its going to cost more for Maintenance and additional downtime. In the future I guess Gary will just make the decisions and I won't have to fight with them.

When?

I had concerns about Gary Alzola withholding requested information from Marylin Sperin that would have cleared the Maintenance department and my name. In our meeting with Gary he derailed my point of view with the statement that the FAA told him that no information could be released while the accident was under investigation. I had problems with that statement from the start but if true I had no argument.

I thought through Gary's statement and wondered how I had sat through interrogations by the FAA and the NTSB and they never told me I couldn't release information to anyone until the investigation was over. I thought about the statement that the Pilot should not tell anyone what happened except maybe whisper in the Director of Operations ear what happened during the crash.

Everyone in LF Team aware of Tim's (Cash Pilot) accounting for crash. No LF members held Mark accountable - he wanted Tim's comments released to press. JFY

Then I thought about how I was treated. Gary got on the scene of the accident and asked me what happened in front of Mark Remero. And I told them the whole story. I guess there different rules for different classes of people. Shouldn't I have also not told anyone.

I confronted Gary about these discrepancies in his statement to us. I asked him who at the FAA or NTSB told you that you could not release information from a crash while it was under investigation. He said that no one had, but it was FAA policy not to release information from a crash while still under investigation.

I specifically remember Gary saying that the FAA told him he could not release the information. If the FAA told him, there should have been a person behind the telling. I have serious doubts that Gary can come up with any policy forbidding the release of information while a accident is under investigation.

I again put forth to Gary the question what information did Marylin Sperin request from you that you refused to give her. Again he danced around the question as if a seasoned politician, then gave a vague non answer. I believe that after Tim told Gordon that he didn't want me to take the blame for the crash, Marylin Sperin wanted Gary to release some information to clear my name and Gary refused. I hope Gary takes better care of me while filling out my evaluations.

All we wanted released was that the pilot reported no mechanical abnormalities before the accident happened. I didn't want to assign blame or make anyone look bad. Releasing this statement of Tim's would not in any way alter or tamper with the outcome of the investigation. Sure it would have raised more questions, but Marylin Sperin only answered the questions she chose to. And its Marylin Sperins call not ours to release what she wants to. We also could have avoided the press release in August about the NTSB report.

Instead I was left out to hang by public opinion, my reputation damaged by circumstance and perpetuated by information withheld from the public. When I told Gary of me, my wife and son being harassed by the public, Gary said it was my job. Why didn't he say: The FAA said I can't release information about the crash until the investigation is concluded.

Peculiar he would say something so uncaring about my families feelings when he had such a good reason to withhold information about the crash.

I have been told I should put this behind me. I've been trying to but I can't put it behind me if I can't think it all the way through. I am getting through this. I am much more objective and I have lost almost all of my anger.

I have a solution. I would like to apply for the Aviation Managers position. I know through past experience with Gary that I would be a much better person for the job as far as Portneuf medical center is concerned. And then all of the employees in the Life Flight Aviation department would be treated fairly. And I will bring you the truth no matter how it looks.

Or I would like to work for you Diane and keep my autonomy.

See you in three weeks

Mark C. Van

Director of Maintenance
Life Flight

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EXHIBIT F

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MV009

LIFE FLIGHT MAINTENANCE POLICY LETTER 12

8/21/03

This letter pertains to the release of aircraft to pilots after maintenance events.

On 11/14/01 our helicopter had an accident due to pilot error. Life Flight Maintenance was blamed for the accident. The press release was Life Flight helicopter crashes after maintenance. I fought long and hard to get the NTSB report released. From this point forth we need to monitor the state of the pilots and question what they do, to avoid a repeat of that very bad situation!

It is apparent to me now, that the new Program Director, Director of Operations and the Chief pilot will shift the blame to Maintenance, even if they have information that will clear Maintenance of any wrong doing. They will be dishonest with Administration to attain their end to cover for the pilots at any cost. I am sorry to say that we have an us against them scenario fostered by the aforementioned staff.

I am cordial with them and do not wish to foster a us against them situation but you must always remember that if it's a decision they have to make (pilot against mechanic) you are going to take the hit. I have been striving to change this. I will continue to try until security escorts me off the property. They will gang up on you and make little to no sense to attain the end they desire. It has happened to me on 5 separate occasions.

Please confide in me if you find yourself at odds with these people, and we will work out a solution. If there is an accident or incident you are involved in, do not talk to them about it until we get together to go over it. We will figure out the appropriate action. You must talk with the FAA and NTSB. We can also use the information to trade with them, to get at the facts about the pilot side of the incident.

The secret policy of operations is to cover up the facts. The chief pilot stated the day after Tim's accident that if he were Tim, he would not tell anyone what happened including the FAA, he would let them (the FAA) figure it out. The D.O.O. stated that he would be the only one to know the facts, all others need not know. The Program Director (Pam) stated: we will never release any information about an accident. So if we have another accident, and they have their way, there will be an information blackout. We need to protect ourselves, and stick together.

Since the powers that be conspired to shift the blame to our department for Tim's accident. I feel it is our responsibility to baby sit the pilots and question their fitness for flight, or any other pilot activities that could cause a situation that could blacken our reputations or the programs. The only thing I could be guilty of with Tim's accident was letting him take off after I made my repairs. I will not in the future, let pilots fly away after maintenance if I feel the aircraft is at risk. I want you to cover your ass and follow this policy also.

I talked with Carl Mcguire of the FAA. The only way we can stop the pilot from flying away, is to legally disable the aircraft so it can't be started. With a write up of the work accomplished. I would suggest that the battery be removed and secured in your vehicle,

before repairs are completed to return the aircraft to service (if you believe the pilot should not fly home for whatever reason). Leave the location with the battery so it cannot be reinstalled.

Always be cordial in these situations. If you repair the aircraft and let a pilot take off after he has been up for 17 hours, I feel it's like handing a drunk your car keys due to his impairment from lack of sleep. People that are tired do not make good judgments. They will be grouchy and easily angered and want to go home the fastest way possible. I read a study they had done that people that are up for 24 hours have the same impairment as a .10 alcohol level.

Also get a motel room for yourself Portneuf will pay for it. Take care of yourself, don't drive tired. If you become too tired to work, get some rest. Don't make mistakes. You and your job are very important.

Try to get dispatch to find the next scheduled pilot before you take off to make repairs and bring him with if possible or necessary.

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The FAA lets pilots be on duty for 14 hours before they must be relieved. Tim made the mistake of launching after 17 hours on duty. I think around 15 hours and I'm going to want to tell the pilot on duty to get some rest and I will disable the aircraft. If you let them fly off and something happens, you'll regret it.

We have the power to create a safer Life Flight program. The pilots will be tired and pissed off that they can't take off, but they will be alive and maybe appreciate it latter. I would never reprimand you for not following this policy, but I hope you find it to be the right thing to do.

I have read and understand policy

Name _____ Date _____

Name _____ Date _____

Name _____ Date _____

Name _____ Date _____

Mark C Van



Director of Maintenance
Life Flight
Portneuf Medical Center

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EXHIBIT G

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Ron Cooper

I enjoyed our visit last week. You asked me what Agusta could do to help me with my job. In response to that question I would like to know who I should contact if for instance I found that Portneuf Medical Center's Maintenance department was not being supported the way I feel it should. I have no pending issue at the moment, but I feel (per Jim Minouges instructions) that I am only allowed to address Greg Schilling with all my concerns.

If Greg cannot get resolution on an issue, whom should I take my concerns to?

We discussed the COMP contract in detail. It would be unacceptable to continue operating the Power without a maintenance contract. One of the reasons the Power was chosen was that a power by the hour (COMP) contract was available. It was marketed that all parts over \$100.00 on the standard aircraft as delivered were covered.

When I reviewed the contract per section 2 COVERED COMPONENTS it states that no components other than those identified in exhibit 1 shall be eligible for coverage under this agreement.

The exhibit 1 in the purchase agreement is word for word the same as the COMP contract. We received a whole helicopter from the purchase agreement, it seems to me we should receive COMP coverage for a complete standard aircraft as delivered. However, exhibit 1 does not address all the parts that should be covered.

The second intolerable issue with COMP is the statement that the aircraft will only be maintained by mechanics who have satisfactorily completed the 109E maintenance course conducted by AAC.

When you were here you asked what AAC could do to help reduce our down time. To be able to use non AAC trained mechanics on inspections and repairs while under the supervision of AAC trained mechanics would greatly accelerate maintenance events to reduce down time!

We are told not to worry AAC will take care of us. But AAC has made promises on other issues they have not come through with! Such as ISA +30!

We have been through these issues before and my understanding is that AAC feels all parts are covered, and that other COMP operators do use mechanics that have not been AAC trained. If AAC USA agrees with these arrangements for their USA operators, PMC needs AAC USA to persuade AAC Italy to allow the COMP contract to reflect these arrangements

I need the COMP contract to address these issues to protect PMC's interest

I recommend that an Addendum to the current COMP contract be added addressing the
aforementioned issues.

There is a September 30th deadline approaching because the ISA +30 issue has not been
resolved by AAC. I will be giving the administrator my opinion of the Maintenance
Departments position regarding operating a 109E aircraft. I will turn in my opinion to the
Administrator by the 15th of September so he has time to decide if we will continue to
operate a 109E.

Best regards

Mark Van
Director of Maintenance
Life Flight
Portneuf Medical Center
208 251 5389

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EXHIBIT H

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Pat Hermanson
CEO
Portneuf Medical Center

I took a mandatory class this year called service recovery. In that class I was instructed to bring forth concerns to protect the hospital. Even if bringing forth my concerns put my job in jeopardy.

I debated on seeing you in person and decided that delivering a copy of the COMP contract with a definitive letter pointing out the problems with the contract would be more productive and waist less of our time.

The contract reads that only AAC trained mechanics can work on the aircraft. If NON AAC trained mechanics work on the aircraft the COMP contract can be cancelled. AAC has the legal right to keep all the money we have paid.

The second problem is Exhibit 1: When I reviewed the contract per section **2 COVERED COMPONENTS** it states that no components other than those identified in exhibit 1 shall be eligible for coverage under this agreement.

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We were told by AAC marketing in reference to the COMP contract, that all parts delivered on the standard aircraft are covered over 100 dollars.

The exhibit 1 in the purchase agreement is word for word the same as the COMP contract. We received a whole helicopter from the purchase agreement; it seems to me we should receive COMP coverage for a complete standard aircraft as delivered. However, exhibit 1 does not address all the parts that should be covered.

These issues were addressed before we accepted delivery. Russ Wight buttressed my convictions that changes to the COMP contract must be made to safeguard the hospitals position. Pam Humphrey was adamant that we were getting the Agusta 109 and not to worry about the contract we could trust AAC!

Pam Humphrey told me not to worry Agusta representatives assured her that it will be all right if non AAC trained mechanics work on the aircraft.

My experience dictates we cannot trust what AAC puts in writing let alone what is said verbally. We are paying for a service upfront that is not secure. Agusta can legally refuse to provide the service we are paying for due to untrained mechanics working on the aircraft.

Why would anyone recommend that you sign this contract? Someone should be held accountable.

Due to AAC's temperature limitation they have yet to resolve, the hospital has an opportunity to hold Agusta's feet to the fire until they change/ add an addendum to the contract to protect the hospitals interests.

Best regards

Mark C Van

Mark C Van

Director of Maintenance
Life Flight
Portneuf Medical Center

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