

LAWYERS



Davis Wright Tremaine LLP

ANCHORAGE BELLEVUE HONOLULU LOS ANGELES NEW YORK PORTLAND SAN FRANCISCO SEATTLE SHANGHAI WASHINGTON, D C

2600 CENTURY SQUARE
1501 FOURTH AVENUE
SEATTLE, WA 98101-1688

TEL (206) 622-3150
FAX (206) 628-7699
www.dwt.com

MICHAEL REISS
Direct (206) 628-7750
E-Mail mikereiss@dwt.com

September 5, 2002

Clerk of the Court
U S District Court
Western District of Washington
215 U S Courthouse
Seattle, WA 98104

b FILED _____ ENTERED _____
_____ LODGED _____ RECEIVED _____
SEP 05 2002 PM
AT SEATTLE
CLERK U S DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY _____ DEPUTY

Re EEOC v The Boeing Company
Cause No C99-1078C

Dear Clerk of the Court

Enclosed is a copy of the Settlement Agreement with attached exhibits that should be filed with the Court. It was not and should have been attached to the Stipulation and Order of Dismissal filed on December 12, 2001

Thank you for your assistance

Very truly yours,

Davis Wright Tremaine LLP

Margaret C Sinnott
for Kathryn S Loppnow

mcs
Enclosure



CV 99-01078 #00000021

21

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between The United States Equal Employment Opportunity Commission ("EEOC") and The Boeing Company ("Boeing") including, past and present, its subsidiary and affiliated corporations, and their directors, owners, shareholders, officers, managers, agents, and employees.

RECITALS

A. This action originated with discrimination charges by James McFalls, Fred DuToit, Terrell Mace, and Tessa Skinner ("Charging Parties") filed with the EEOC on February 5, 1998, January 20, 1998, December 7, 1998 and July 14, 1998 respectively. The Charging Parties alleged Boeing discriminated against them on the basis of disability, in violation of The Americans With Disabilities Act of 1990 ("ADA") 42 U.S.C. §12112(a). Boeing denied the Charging Parties' allegations.

B. On July 16, 1998, November 10, 1998, January 15, 1999 and November 5, 1998, respectively, the EEOC sent Boeing Letters of Determination with findings of reasonable cause that Boeing violated the ADA. Boeing disputed the reasonable cause findings.

C. The EEOC filed this lawsuit on July 6, 1999, in the United States District court for the Western District of Washington. The Complaint alleges that Boeing withdrew conditional offers of employment made to the Charging Parties and similarly situated individuals because of disability. Boeing denies the allegations set forth in the Complaint.

D. During the course of litigation, the EEOC identified six additional Claimants ("Claimants") who allege that Boeing unlawfully withdrew their conditional offers of employment because of disability. The six additional Claimants are: Gerald Duff, Sheri Whetstine, Angela Quiter, Katrina Barton, Diana Moss, and Gary Dunlap. Boeing denies the Claimants' allegations.

E. The EEOC and Boeing want to conclude all claims arising out of the Charging Parties' charges, Claimants' allegations and the Complaint without expending further resources in contested litigation.

AGREEMENT

In consideration of the mutual promises, obligations and payments set forth below and for good and valuable consideration, the sufficiency of which is hereby acknowledged, EEOC and Boeing agree as follows:

1. No Admission of liability. This Agreement is not an admission of wrongdoing or an adjudication or finding on the merits of the case

2. Duration of Agreement. The parties agree that the duration of this Agreement shall be two (2) years.

3. Process Improvements: Boeing agrees that it will implement certain changes to the Puget Sound Pre-Employment Medical Screening process. Specifically, Boeing agrees to the following.

a. Boeing's Puget Sound Employment Organization will provide each Puget Sound new hire applicant ("Applicant") who receives a Conditional Offer of Employment ("Conditional Offer") with a letter explaining the Puget Sound Pre-Employment Medical Screening Process. A copy of the form letter that Boeing will provide to each Applicant who receives a Conditional Offer is attached hereto as Exhibit A.

b. Boeing's Puget Sound Medical Department will provide each Applicant who receives a Medical Recommendation through the Puget Sound Pre-Employment Medical Screening Process with a letter explaining what a Medical Recommendation is and what the Applicant should do if he or she disagrees with the limitations described in the Medical Recommendation. A copy of the form letter that Boeing's Puget Sound Employment Organization will provide to each Applicant who receives a Medical Recommendation is attached hereto as Exhibit B.

c. Boeing will implement a Dispute Resolution Process to be utilized by Applicants who disagree with a Medical Recommendation. The Dispute Resolution Process is described in detail at Exhibit C attached hereto. Each Applicant who, after receiving Exhibit B, indicates that he or she disagrees with the limitations described in the Medical Recommendation shall receive additional information explaining the particulars of the Dispute Resolution Process.

d. Boeing will provide each Applicant whose conditional offer of employment is withdrawn due to a Medical Recommendation with a letter advising that other jobs may be available to the Applicant at Boeing and instructing the Applicant on finding and applying for current job openings. A copy of the form letter that Boeing will provide to each Applicant whose conditional offer of employment is withdrawn due to a Medical Recommendation is attached hereto as Exhibit D

4. Training and Awareness Program. To further the purposes and requirements of this Agreement, Boeing will provide training to the designated Boeing Puget Sound Medical Department employees as described below. The objective of this training will be to convey Boeing's commitment to the procedures established by this agreement, and to provide information and guidance on how to carry out these procedures. This training will be conducted annually during the duration of this Agreement

a. For **registered nurses** assigned to Boeing Puget Sound Pre-Employment Medical, the training will include:

- i. Principles of the ADA (to be taught by a Boeing in-house lawyer experienced and knowledgeable in ADA principles), particularly in regards to Pre-employment Medical screening
- ii. Detailed requirements of the Agreement, including
 - Distribution of Exhibit A, to all Applicants,
 - Requesting personal health care provider (PHCP) functional capacity information from all Applicants for whom a Boeing Medical Recommendation may be necessary,
 - Distribution of Exhibit B, to all Applicants who receive a Boeing Medical Recommendation; and
 - Requirements of the Dispute Resolution Process with respect to Applicants who disagree with their Boeing Medical Recommendation.

b. For physicians assigned to Boeing Puget Sound Pre-Employment Medical, the training will include:

1. Annual attendance at the NELI ADA training program conducted by David Fram (or an equivalent training program on the principles of the ADA, particularly with regard to pre-employment medical screening).
- ii. Detailed requirements of the Agreement, including.
 - Distribution of Exhibit A, to all Applicants;
 - Requesting personal health care provider functional capacity information from all Applicants for whom a Boeing Medical Recommendation may be necessary;
 - Distribution of Exhibit B, to all Applicants who receive a Boeing Medical Recommendation; and
 - Requirements of the Dispute Resolution Process with respect to Applicants who disagree with their Boeing Medical Recommendation.

5. Reporting And Record Keeping. The reports to be submitted by Boeing on a periodic basis as provided in this Paragraph will be forwarded the Commission within 60 days of the one-year period following the effective date of this Settlement Agreement and

within 60 days of the succeeding one-year periods during the pendency of this Agreement. Boeing will provide the Commission with the following items.

a. An annual report that includes sufficient identifying information with regard to any individuals to whom Conditional Offers of employment were extended by Boeing and whose Conditional Offers were withdrawn because of a medical recommendation and who, as a result, did not become employed by Boeing during the annual reporting period.

b. This report shall describe the reason(s) for withdrawing the Conditional Offers of employment identified in the above subparagraph (a).

c. This report shall also describe the situations in which the Medical Recommendation Dispute Resolution Process (outlined in Exhibit C attached to this Agreement) was utilized during the annual reporting period, including a description of the nature of the disagreement between the Boeing Medical Department (BMD) and the Applicant's personal health care provider (PHCP); whether a third-party, second opinion option was invoked; and, if so, a description of that process and its outcome.

d. A report of the training activities (outlined in Paragraph 4 of this Agreement) held during the annual reporting period.

6. Resolution of Individual Claims. The individual Charging Parties and Claimants (total of 10 persons) will receive the settlement amount of \$89,000 allocated as set forth in the attached list, Exhibit E hereto. The parties will jointly agree, for each individual, on an allocation of the settlement amounts between claims for back pay and claims for nonmonetary damages. In exchange for monetary payment as set forth in Exhibit E, each individual will be required to execute a complete release of all claims against Boeing as a condition of receiving the allocated settlement amount. The release documents will indicate the individual's right to consult with counsel prior to executing the release. Boeing retains the right to opt out of the settlement in its entirety unless each of the ten individuals executes the complete release of claims. Boeing may, in its sole discretion, decide to proceed with the settlement terms except as applied to any individual(s) who decline to execute a full release. The Commission agrees that if Boeing elects not to opt out of the settlement despite less than unanimous execution of releases by the named individuals, the settlement amounts set forth in the attached list, less the amount that would have been paid to the individual had he or she not declined to sign a release, are sufficient to conclude the Commission's processing of charges on behalf on the individuals. In that event, EEOC will not further process the charges whether or not an individual chooses to execute a complete release of claims.

7. Dismissal of Lawsuit. In exchange for Boeing's promises, obligations, and payments set forth herein, the EEOC agrees that it will not further process charges by the Charging Parties or Claimants relating to the allegations set forth in the Complaint and that it will file a Stipulation and Order of Dismissal with Prejudice, attached as Exhibit F, upon

execution of this Agreement by Boeing and notice by Boeing that it will not opt out of the settlement in the event an individual declines to execute a full release as set forth in Paragraph 6.

8 Enforcement of Agreement. Either party shall have the right to initiate an action in the U.S. District Court for the Western District of Washington at Seattle to enforce this Agreement after compliance with paragraphs a-d below.

a If one party believes that there is an issue to resolve, it shall promptly give notice, in writing, to the other party regarding (1) the specific provision, which it believes has not been met, and (2) a complete factual statement of the issue.

b. The parties shall promptly undertake efforts to resolve the areas of dispute or the alleged non-compliance, through phone calls, correspondence, meetings, or other appropriate means.

c. If one party determines that efforts to resolve the matter have failed, the party so finding shall notify the other in writing of such failure to resolve the matter and provide a description of the facts and circumstances surrounding the matter.

d. The parties shall mediate the dispute utilizing Michael Cavanaugh as mediator or, if Mr. Cavanaugh is not available, a mutually acceptable mediator from Judicial Dispute Resolution, within forty-five (45) days of receipt in writing of the notice of impasse. Discussions will be engaged in with the assistance of Mr. Cavanaugh until the mediator determines that discussions are no longer productive.

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

THE BOEING COMPANY

By *A. Juan Lucero Jr.*
Its: *Regional Attorney*

By *John Curran*
Its: *General, Office of the General Counsel*
12/10/01

«DATE»

«NAME»
«ADDRESS1»
«ADDRESS2»
«ADDRESS3»

Dear «NAME»:

We are pleased to extend a contingent offer of employment to you for the position of «Job_Title», job number «Job_Number», with «Div» in «Work_Loc», «Shift» shift.

Your beginning payroll earnings will be \$«PAY» base rate per hour plus the current cost-of-living adjustment of \$«Cola». The cost-of-living adjustment is reviewed each quarter, beginning January 4, to determine any necessary adjustments. Additionally, employees who are assigned to second shift receive a shift differential of \$.75 per hour and \$.10 per hour if assigned to third shift.

In addition to your wages, Boeing offers an outstanding benefits package. Please review the enclosed literature regarding the Health and Welfare Plans, Pension Value Plan, Vacation, Sick Leave and the Voluntary Investment Plan. Your Health and Welfare insurance coverage will be effective on the first day of the month following your first full calendar month of employment.

This offer is contingent upon workforce requirements and your satisfactorily fulfilling the conditions of employment set forth below. Boeing may withdraw this offer if you do not satisfactorily complete these conditions

Conditions of Employment:

1. Pre-Employment Drug Screen Test and Pre-Employment Health Questionnaire -

Before starting work, all new hires must take and pass a pre-employment drug screen test. Enclosed are instructions regarding this requirement.

In addition, all new hires must complete the enclosed Pre-Employment Health Questionnaire as part of a medical review by the Boeing Medical Department. The registered nurses and physicians in the Boeing Medical Department help meet the medical needs of our applicants and employees, and help people work safely and appropriately. Our goal at this stage of the process is to work with you to help identify and address any potential health concerns or medical conditions you may have that may be affected by the job you have been offered.

Please complete the Boeing Pre-employment Health Questionnaire included in your packet. If you have any potential medical concerns related to the job that has been offered, we encourage you to consult with your personal health Care Provider and have

-2-

him/her complete the Boeing Functional Capacity Evaluation form (enclosed), indicating any necessary work restrictions. Please return the FCE form to Boeing Medical with the health questionnaire either mailed in the envelope provided or fax to (425) 965-4203.

2. Employment Application Review and Background Check -

The information requested on the employment application (including information from your resume and other sources) is subject to review, verification and approval.

3. Union Dues -

Hourly positions at Boeing are covered by collective bargaining agreements that require employees to pay monthly dues as a condition of employment. Additional information will be provided to you at time of hire, or by your union steward after you begin your assignment.

4. Proprietary Information and Invention Agreement -

On becoming an employee of the company, you are required to sign the Employee Proprietary Information and Invention Agreement, a copy of which is enclosed. This agreement addresses the ownership and protection of intellectual property. You will be asked to sign the agreement during your New Employee Orientation.

At the time of your new employee orientation you will also need to provide original documents to support each of the following compliance requirements. These requirements must be satisfied as a condition of employment.

5. Export Control Compliance Verification Form -

Verification of export control status for all hires is required to comply with U.S. export control regulations. A list of acceptable documents is shown on the enclosed verification form. You will not be able to report to your assignment until you provide the appropriate documentation.

6. Employment Eligibility Verification (I-9 Form)-

This form establishes proof of your identity and authorization to work in the United States. A list of acceptable documents is provided on the enclosed form. Original documents must be provided within 3 business days following your report date (new employee orientation).

We hope you will accept our offer of employment, but in order to allow you sufficient time to make this important decision, this offer will remain in effect through «TL». To accept this offer, please call «Rep», Staffing representative at «AdmPhone» or 1-800-254-1591 toll free. You may call me between 7:00 a.m and 4:00 p.m. to let us know your decision.

-3-

We continue to stress that you not terminate your current employment until you have a definite pre-employment orientation and report date. Your offer of employment remains contingent on our workforce requirements. We look forward to hearing from you.

Sincerely,

«Adm»

Boeing Employment Office

Enclosures: Pre-Employment Drug Screen Test Information Sheet
Boeing Pre-employment Health Questionnaire
Boeing Functional Capacity Evaluation Form
Employee Benefits - Hourly
Export Control Compliance Form
Employment Eligibility Verification Form (I-9)
Pre-Employment Health Questionnaire
Employee Proprietary Information and Invention
Agreement

[Letter to those receiving a Boeing Medical Recommendation at Pre-employment]

Dear Applicant:

Subject: Boeing Medical Recommendation

You have received a Boeing Medical Recommendation as a result of your post-offer medical evaluation by the Boeing Medical Department. A Boeing Medical Recommendation is a description of an individual's functional capabilities (that is, the person's physical or cognitive abilities) which appear to be limited due to some medical condition. Boeing Medical Recommendations are issued by the Company Physician, based on a review of relevant information, including information from your health care provider, to the extent it has been provided as requested.

Boeing wants to make sure that these Medical Recommendations accurately reflect your physical and cognitive abilities based on your health condition. The Boeing Medical Recommendations will be reviewed and compared to the physical demands of the job you have been offered. You may also be contacted by Boeing if further information is needed.

A copy of your Boeing Medical Recommendation is attached. Please carefully review this form. If you have concerns about any of the limitations described in the Boeing Medical Recommendation, please discuss your concerns with the Boeing nurse immediately, by contacting Boeing Pre-employment Medical at 1-800-XXX-XXX as soon as possible. If you disagree with the limitations, you will need to obtain further information from your personal health care provider, including their assessment of your functional capacity, preferably by completing the Boeing Functional Capacity Form which is attached. Also, please sign and return the enclosed authorization form which will allow a physician from the Boeing Medical Department to talk with your personal health care provider about the job offered in relation to your medical condition.

After review of your health care provider's opinion, someone from the Boeing Medical Department may contact your health care provider to request additional information, or we will contact you regarding the outcome of our review and the next steps available to you.

encl

**E
X
H
I
B
I
T**

DISPUTE RESOLUTION PROCESS

When an applicant/offeree or his/her personal health care provider (PHCP) disagrees with a Boeing Medical Department (BMD) Pre-Employment Medical Recommendation, the following process will be followed:*

1. The applicant/offeree will be asked to obtain a Boeing Functional Capacity Form, completed by his/her personal health care provider (PHCP), including the medical diagnosis and current recommendation for any functional limitations
2. Boeing will have previously provided the applicant/offeree with an authorization form allowing a Boeing Physician to speak with the applicant/offeree's personal health care provider, if needed, about any concerns regarding the job offered in relation to the applicant/offeree's medical condition. In the event the applicant/offeree has not already returned the signed authorization form to BMD, the applicant/offeree shall do so in connection with the Dispute Resolution Process.
3. If the Boeing Physician (BMD) disagrees with the PHCP opinion, the Boeing Physician will attempt to contact the PHCP by phone. The Boeing Physician will make three attempts to contact the PHCP. If the Boeing Physician is unsuccessful in reaching the PHCP in these three attempts, Boeing Medical shall so notify the applicant/offeree. The applicant/offeree then will be responsible for ensuring that his or her PHCP contacts BMD within two weeks. If the PHCP does not contact BMD within that two week period, then BMD will proceed with its decision making to the best of its ability without PHCP information
4. During the phone consultation, the Boeing Physician will describe the job demands of concern, offer to obtain a Job Analysis of the position offered for the PHCP review, and discuss any further information that may help the PHCP and the BMD come to an agreement.
5. If the PHCP and the BMD are still in disagreement, the Boeing Physician will offer to arrange an on-site job visit/review for the PHCP, to help the PHCP better understand the BMD's concerns
6. If the PHCP and the BMD are still in disagreement, the Boeing Physician will offer a third-party, second opinion option to attempt to resolve the disagreement. The exact nature of this third-party, second opinion option will be determined on a case-by-case basis, and may include, but is not limited to: an opinion by a specialist physician, a Physical Capacity Evaluation by a qualified Physical Therapist, a hand evaluation by an Occupational Therapist specializing in hand disorders, a job site review by the physical/occupational therapist, etc
7. When the third-party, second opinion has been obtained, the pre-employment physician, in consultation with the Puget Sound Medical Director, will use all available information to determine the medical qualification status of the employee.

* The Boeing nurse will provide the applicant with a letter describing the Dispute Resolution Process upon learning of the applicant's disagreement with the Medical Recommendation

Disputes regarding the Occupational Health Examinations will be governed by the process below:

DISPUTE RESOLUTION PROCESS

When an applicant or employee's private Health Care Provider (HCP) disputes the qualification status arising from an Occupational Health Examination, the appropriate process listed below shall be followed:

1. Process established by regulation

For the following examination categories, the procedure established by state or federal regulation will be followed:

- i benzene
- ii cadmium
- iii. formaldehyde
- iv. lead
- v. methylene chloride
- vi. methylene dianiline (MDA)

2. Process established by collective bargaining agreement

Where a dispute resolution process is established by collective bargaining agreement, that process shall be followed.

3. Process where no regulation or collective bargaining agreement applies:

- i. The physician designated by SHEA/Medical or their designee who established the qualification status (qualifying physician) will attempt to resolve the situation through direct communication with the applicant or employee's personal health care provider (PHCP).
- ii. If the dispute is not resolved, the qualifying physician, in consultation with the clinic manager, or designee of the Corporate Medical Director where there is no clinic manager, will decide to let the restriction stand, to rescind the restriction, or to request a third opinion for clarification of disputed findings or facts. The cost of a third opinion examination will be borne by Boeing.
- iii If a third opinion is obtained, the clinic manager or designee of the Medical Director will use all available information to determine the medical qualification status of the applicant or employee.

EXHIBIT

[Date]

Re: Assembler/Installer C Job. Conditional Job Offer #123, dated 6-13-01

Dear Applicant:

You applied for the above referenced Job and received a Conditional Offer with respect to this Job. After that, a medical evaluation resulted in a Medical Recommendation. Boeing has performed a comprehensive review of your individual circumstances as they relate to the Conditional Offer and has determined that, given this Medical Recommendation, we cannot place you in this particular Job. Consequently, that Conditional Offer is hereby withdrawn.

There may be other jobs available to you at Boeing for which you would be better suited and qualified. If you are interested in pursuing another available job, we would welcome your interest. Here's how to find out about current job openings:

Using a computer with Internet access, go to <http://www.boeing.com>. When arriving at our home page follow these instructions

- Click on Employment from the list in the upper right hand corner
- Select to your field of interest from the drop down menu in the upper right hand corner
- Click on Job Search and select a location and a category of interest
- Click on Search for Jobs. (A list of jobs should appear)
- Click on the job title of interest
- The complete job description will come up and you can either place your resume online or you can mail it to the address shown on the screen. Whether you mail your resume or complete your resume online please remember to use the requisition number on your resume **This is of the utmost importance. Without the requisition number we will not know which job you have applied for.** If you decide to complete your resume online you will need to go to Online Resume Builder and complete your resume per the instructions on the page. Enclosed please find a pamphlet titled "Submitting Your Resume". This pamphlet explains our process and gives you telephone numbers if you have any questions

We appreciate your desire to pursue employment with The Boeing Company. We hope that you will remain interested in working at Boeing and encourage you to check often about available jobs.

Very truly yours,

The Employment Office

**E
X
H
I
B
I
T**

EEOC (Skinner) v The Boeing Company

Settlement Distribution Amounts

Tessa Skinner	\$6,000
Fred DuToit	\$35,000
Jim Dean McFalls	\$2,000
Terrell Mace	\$6,500
Gerald Duff	\$2,500
Sheri Whetstine	\$1,000
Angela Quiter	\$3,000
Katrina Barton	\$9,000
Diana Moss	\$13,000
Gary Dunlap	\$11,000

**E
X
H
I
B
I
T**

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

The Honorable John C. Coughenour

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	No C99-1078C
Plaintiff,)	
)	STIPULATION AND ORDER OF
v.)	DISMISSAL
)	
THE BOEING COMPANY,)	
)	
Defendant.)	

I. STIPULATION AND ORDER OF DISMISSAL

The parties in this matter, the Equal Employment Opportunity Commission ("EEOC"), plaintiff, by and through its counsel of record, A. Luis Lucero, Jr. and John F. Stanley of the U.S. Equal Employment Opportunity Commission ("EEOC"), and The Boeing Company ("Boeing"), defendant, by and through its counsel of record, Michael Reiss and Kathryn S. Loppnow of Davis Wright Tremaine, stipulate as follows

Based on the foregoing settlement agreement, filed contemporaneously with this stipulation and order, this action shall be dismissed with prejudice and without costs to either party

/////

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

DATED this 12th day of December, 2001.

A. LUIS LUCERO, JR
Regional Attorney

DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendant

JOHN F. STANLEY
Senior Trial Attorney

By Kathryn S. Loppnow
Michael Reiss
WSBA #10707
Kathryn S. Loppnow
WSBA #29465

By: A. Luis Lucero
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Seattle District Office
Attorneys for Plaintiff

II. ORDER

The parties having stipulated to the above, it is, therefore,

ORDERED, ADJUDGED AND DECREED as follows:

This action shall be dismissed with prejudice and without costs to either party.

DATED this _____ day of _____, 2001

The Honorable John C. Coughenour

Presented by:

A. LUIS LUCERO, JR
Regional Attorney

JOHN F. STANLEY
Senior Trial Attorney

By: *A. Luis Lucero*
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Seattle District Office

Attorneys for Plaintiff

DAVIS WRIGHT TREMAINE LLP
Attorneys for Defendant

By: *Kathryn Loppnow*
Michael Reiss
WSBA #10707
Kathryn S. Loppnow
WSBA #29465