

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345. This action is authorized and instituted pursuant to Section 703 (a)(1) of Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 U.S.C Section 2000-e2(a)(1)
2. The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court of the Eastern District of California

Parties

3 Plaintiff , Bennie Len Bullock worked in the Bakersfield , California area when Plaintiff wrongfully terminated him.

4. At all times , Defendant has been and continuously been and are now doing business in the State of California and have continuously had had at least 15 employees.

5. At all relevant times , Defendant has continuously been engaged in an industry affecting commerce under sections 701(b) (, g) and(h) of Title VII, 42 U.S.C. Section 2000e (b) and (h)

Statement of Claims

6. On May 31, 2013 Melissa Barrios, Director of the U. S. Equal Employment Opportunity Commission in Fresno , California issued a Dismissal and Notice of Rights to Sue . All conditions precedent to the commencement of this lawsuit have been fulfilled

7. Plaintiff is a victim of disparate treatment in that

A. He is a member of protected class in terms of being an African American.

B. He performed his job as fire watch in a satisfactory manner . This is seen in terms of Plaintiff being certified in construction project management and safety and the letter of termination which states Plaintiff was fired for not being a good cultural fit “ as opposed to inadequate job performance .

C. On Jan. 22, 2012 the safety representative for Defendant’s client approached Plaintiff at his fire watch post and asked to see the “ job hazard analysis (JHA) . “ He asked Plaintiff who filled it out and Plaintiff told him “ Mary “ a member of the crew. He reviewed it with Plaintiff and said that he wanted the wording to be more specific and asked Plaintiff to convey this during the 7 am safety meeting on Jan. 23, 2013. The client’s safety rep then approached the Superintendent and threatened to shut the jobsite down if the job hazard analysis was not filled out properly. After their discussion the Superintendent immediately held a meeting with all of the employees concerning the JHA. During the safety meeting on Jan. 23, 2012 the foreign nationals and Mexicans were allowed to give input but 2 or 3 times when Plaintiff tried to convey the message tha t “ the wording needed to more specific “ he was rebuffed by Mr. Gibson and members of his crew. At about 11am when Plaintiff saw Mr. Gibson alone he

approached him and in a normal tone of voice and said " you are the leader , " Mr. Gibson then interrupted Plaintiff and said " don't talk to me in that manner and go see the Superintendent. " Plaintiff suffered an adverse employment action in that on Jan.23. 2012 Defendant fired him for refusing to sign a false misconduct written by a foreman name Carlyse Gibson. Mr. Gibson falsely claimed that Plaintiff threatened him and supported his claim with statements coerced and coaxed from members of his crew.

D. Mr. Gibson and his crew are either foreign nationals or Mexicans and therefore the Defendant treated similarly situated persons from outside Plaintiff protected class more favorably. They wanted Plaintiff to be seen not heard during the safety meeting and to forfeit his right and duty to speak about the hazards of the job assignment and they were not mistreated and punished for doing so in terms of being falsely accused of misconduct and terminated for refusing to sign that misconduct.

Defendant and Plaintiff entered a \$10,000 settlement agreement on Feb . 22,2012. Plaintiff entered the agreement because the original letter of termination dated 01-23-12 listed the reason for termination as " not a good cultural fit for PCL " and human resource staff informed Plaintiff that it would not affect his unemployment benefits . .

On Feb 23, 2012 when the Texas Workforce Commission requested information from PCL from Plaintiff's petition for unemployment compensation the Defendant modified the attached letter of termination to read as follows " not a good cultural fit for PCL due to insubordinate behavior with a supervisor. " (See Benefits - Non Monetary Determination Fact finding dated 02-23-12 and Notice of Application for Unemployment Benefits which is date stamped received Feb. 23, 2012) As a result of modifying the letter of termination Plaintiff was denied unemployment compensation in the amount of \$1260.00 a month for approximately 8 months and would not have entered the settlement agreement had he known that the Defendant would modify the letter of termination.

8. The racial discrimination disguised as fraudulent misconduct and witness reports effectively deprived Plaintiff of equal employment because of his race.

9. The unlawful employment practice was intentional and done with malice and reckless indifference to Plaintiff's federally protected rights.

10.The settlement agreement is invalid because it was induced by fraud - fraud seen in terms of modifying the original letter of termination and Defendant's letter to the Texas Workforce Commission dated May 15, 2013 stating that Plaintiff did not commit misconduct

Prayer for Relief

Wherefore, Plaintiff respectfully request that this Court :

- A. Rule the settlement agreement is invalid
- B. Order the Defendants to make Plaintiff whole by re hiring and providing appropriate back pay with prejudgment interest in amounts to be determined at trial, pecuniary damages, including

out of pocket expenses, and other affirmative relief necessary to eradicate the effects of the Defendants unlawful employment practice.

- C. Order the Defendant to make Plaintiff whole by providing compensation for past and future non-pecuniary losses resulting from the unlawful employment practice described in paragraph 7 above , including but not limited to emotional pain, suffering , inconvenience, mental anguish, and loss of enjoyment of life, in amounts to be determined at trial.
- D. Order the Defendants to pay Plaintiff punitive damages for their malicious conduct and reckless indifference described in paragraph 7 in an amount to be determined at trial
- E. Grant such further relief as the court deems necessary and proper in the public interest

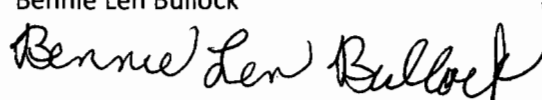
Jury Demand

Plaintiff requests a jury trial on all questions raised by this Complaint

Respectfully Submitted

Pro Se Plaintiff

Bennie Len Bullock



September 13, 2013

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Easter District of California

Bennie L. Bullock

Plaintiff

v.

Civil Action No.

PCL Industrial Services, Inc

Defendant

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

DISMISSAL AND NOTICE OF RIGHTS

To: **Bennie Bullock**
1373 Gold Ave.
Memphis, TN 38106

From: **Fresno Local Office**
2300 Tulare Street
Suite 215
Fresno, CA 93721

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

480-2012-02144

Melissa Barrios,
Local Office Director

(559) 487-5797**THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

Other (briefly state)

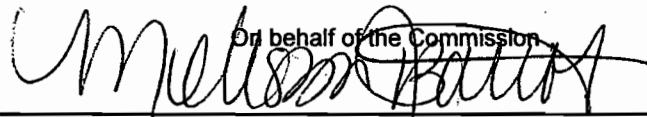
- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



Melissa Barrios,
Director

5/31/13

(Date Mailed)

Enclosures(s)

cc: **Todd Yopez**
HR Manager
PCL INDUSTRIAL SERVICES
1500 South Union Avenue
Bakersfield, CA 93307

AGREEMENT OF SEPARATION

In return for considerations and under the conditions outlined below, Bennie Len Bullock (Employee) hereby agrees to terminate his employment relationship with PCL Industrial Services, Inc. and the PCL family of companies (Employer) effective January 23, 2012.

1. Employee will be paid \$10,000 following execution of this agreement as compensation for the releases contemplated by this Agreement. Normal tax deductions for FICA and Medicare will be withheld from this payment. Inasmuch as Employee has represented that he is exempt from federal and state income taxes on his federal W-4 form; the original of which is attached to this Agreement, state and federal taxes will not be withheld from this payment. Employee hereby indemnifies Employer from any and all liability with regard to any tax amounts that he may ultimately owe.
2. Employee will be provided with a written employment reference letter from his prior employer, PCL Industrial Construction Co.
3. Employee agrees that any and all claims or obligations, whether known or unknown at the present time, including any claim for violation of civil rights, or any other state or federal statute which Employee may have against any person or party including officers, directors, employees, shareholders and affiliated companies of Employer including PCL Employees Holdings, Ltd. and PCL U.S. Holdings, Inc. arising out of Employee's employment with Employer or the termination of that employment, except for the promises contained herein, are fully and completely settled and all liability or potential liability for any such claim is hereby released. This agreement to waive claims specifically includes all claims, including claims of discrimination based on race, sex, religion, national origin, sexual preference, disability, handicap, or veteran status which Employee may have under the terms of Title VII of the Civil Rights Act of 1964; the Family and Medical Leave Act; Executive Order 11246; The Rehabilitation Act of 1983; The Vietnam Era Veteran's Readjustment Assistance Act of 1974; The Americans with Disabilities Act (ADA); The Civil Rights Act of 1991; The Civil Rights Acts of 1866 and 1871; The Worker Adjustment and Retraining Notification Act; including claims of retaliation, breach of contract, wrongful termination and/or claims under any other federal, state or local rule, regulation, order or statute.

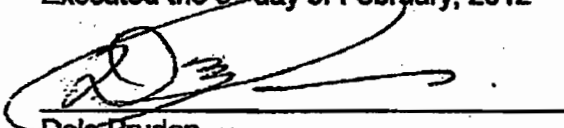
This agreement does not bar Employee from filing a charge or assisting in any charge filed with any federal, state or local governmental agency. However, to the maximum extent permitted by law, Employee agrees that Employee will not seek and waives any right to accept any relief or award from any charge or action against Employer before any federal, state or local administrative agency or federal, state or local court whether filed by Employee or on Employee's behalf with respect to any claim or right covered by paragraph 6.

4. Employee acknowledges that he has no work related injury and has been fully paid for all wages prior to separation.
5. Employee hereby waives any right he may have to re-employment or reinstatement with Employer.

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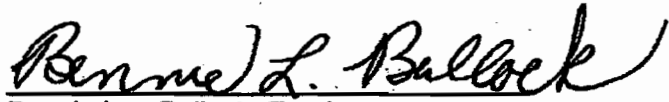
6. Employee acknowledges that he has had an opportunity to negotiate with regard to the terms of this Agreement and has had reasonable opportunity to receive advice with regard to it and to consider the terms of this agreement prior to signing said Agreement. Employee is advised to seek legal counsel, if desired, prior to entering into this Agreement.
7. To the extent that any portion of this Agreement of Separation may be declared unenforceable, it is our intent that the court considering the issue will revise this agreement as may be necessary to ensure the broadest enforcement possible of the remainder of this Agreement.
8. This Agreement will be available for Employee's consideration for a period of seven days.

Executed the 9th day of February, 2012



Dale Pruden
Operations Manager
PCL Industrial Services, Inc.

Executed the 10th day of Feb., 2012



Bennie Len Bullock, Employee

PCL Industrial Services, Inc.

1500 S. Union Avenue
Bakersfield, CA 93307

Contact: Human Resources at 661-835-4471

HR's Copy
Employee's Copy

Notice to Employee as to Change in Relationship

(Termination Notice Pursuant to Provisions of Section 1089 of the California Unemployment Insurance Code)

Date: January 23, 2012 Name of Person Preparing Form: Adam Gomez

Employee Name: BENNIE LEN BULLOCK Sec. # 415928384 EE # 72843

Last rate of pay: \$17 Position Title: TRAVELER- FIRE WATCH

Date of Hire: 1/16/2012 Last Day actually worked: 1/23/2012

REASON FOR SEPARATION

Mark the appropriate box below:

Voluntary Quit: Effective Date: _____

Lay-off: Effective Date: _____

Termination: Date: 1/23/2012

Violated company policy (Attach Details)

Safety Violation (Attach specific information)

Poor Attendance or Tardiness (Circle one)

Poor Performance

Change of status from employee to contractor: Effective Date: _____

Family Medical Leave: Effective Date: ___ Expected return date ___

Personal Leave of Absence: Effective Date: ___ Expected return date ___

Other:

Comments: Not a cultural fit for PCL.

PCL Representative's Signature: _____

Date 1-23-12

Copy sent to the Employee via US Certified Mail or FedEx on (Date mailed): _____

Employee Comments: _____

I have received a copy of this document, EDD pamphlet DE 2320, and HIPP notice. In addition, my signature below indicates that I have received my final paycheck, my final paycheck is correct, and I am owed no additional wages or money from PCL Industrial Services, Inc.

Employee's Signature: _____ Date _____

Current Information (IF NOT THE SAME AS ON PAYCHECK), PRINT:

Street Address: _____

City: _____ State: _____ Zip: _____

Home Telephone #: _____ Cell Telephone #: _____

Email Address: _____

Received 2/23/2012 6:46:43 PM [Central Standard Time] in 01-51 on line [1] for: Espinosa, Monica - Pg 2/13 P. 2

PCL Industrial Services, Inc.

1500 S. Union Avenue
Bakersfield, CA 93307

Contact: Human Resources at 661-835-4471

HR's Copy
Employee's Copy

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Violated company policy (Attach Details)

Safety Violation (Attach specific information)

Poor Attendance or Tardiness (Circle one)

Poor Performance

Change of status from employee to contractor: Effective Date: _____

Family Medical Leave: Effective Date: _____ Expected return date _____

Personal Leave of Absence: Effective Date: _____ Expected return date _____

Other:

Comments: Not a cultural fit for PCL due to inebriated behavior with supervisor. *Adrian Newazee* 2-23-12

Witness Adrian Newazee 2-23-12
PCL Representative's Signature: [Signature] Date 1-23-12

Copy sent to the Employee via US Certified Mail or FedEx on (Date mailed): _____

Employee Comments: _____

I have received a copy of this document, EDD pamphlet DE 2320, and HIPP notice. In addition, my signature below indicates that I have received my final paycheck, my final paycheck is correct, and I am owed no additional wages or money from PCL Industrial Services, Inc.

Employee's Signature: [Signature] Date 1-23-12

Current Information (IF NOT THE SAME AS ON PAYCHECK), PRINT:

Street Address: _____

City: _____ State: _____ Zip: _____

Home Telephone #: _____ Cell Telephone #: _____

Email Address: _____

Office Use only

- KA - Discharged/Not Qualified
- KB - Discharged/Failed to report to work or call in. Job Abandonment.
- KC - Discharge/Unsatisfactory performance
- KD - Discharge/Violation of company rules/misconduct
- KE - other (involuntary): Specify in comments
- A - Shortage of Work (Lay-off)
- C - Return to school
- D - Illness/Injury (Accommodation or a Leave must be discussed and documented with the employee.)
- EA - Quit/Unsatisfactory compensation
- EB - Quit/Better Opportunity
- EC - Quit/Personality/Conflict
- ED - Quit/Working conditions
- EE - Quit/Other: Specify in comments
- J - Apprentice training

Entered into EI: _____
By _____ Date _____

Phone Stmt: Y Claim ID: 2012-01-22 Claim Dt: 01-22-2012 Rebuttal: Y Footnote: Y

1010119405 1 9405 2
9811 1 9811 2
9810 2

END

TAKEN: 02-23-12 08:13:02 AM LEFT MESSAGE FOR: PCL INDUSTRIAL
SERVICES INC LEFT MESSAGE ON OR WITH: VOICEMAIL
ADVISED CALLING FOR INFORMATION ON UNEMPLOYMENT CLAIM DEADLINE
TO RESPOND: 03-01-12 GAVE CONSEQUENCES FOR FAILURE TO
RESPOND BY DEADLINE. COMMENTS:

Page: 3

**Benefits – Non-Monetary Determinations
Fact Finding**

SSN: 415-92-8384 BENNIE L BULLOCK Case Nbr: 21
Issue Nbr: 1 Type: FIRED Reason: INSUBORDINATION
Stnt Nbr: 3 of: 4 Stnt of: Employer Taken: 02-23-2012 03:47:02 PM

Name: TODD YEPEZ, H.R. MGR Title: 661-835-4471
Phone Stmt: Y Claim ID: 2012-01-22 Claim Dt: 01-22-2012 Rebuttal: N Footnote: Y

What was reason for separation from work?

**HE WAS FIRED DUE TO
INSUBORDINATION.**

Name and title of person discharging claimant.

ADAM GOMEZ, H.R.

When/how discharged?

IN PERSON

**1010119405 IHE WAS INSUBORDINATE TO HIS DIRECT SPVR (CARLIE 9405 2GI
9811 1DURING A SAFETY MEETING THE EMPLOYEE WAS DISRUPTIVE AND 9811 2DI
SAFETY MEETING HE CONTINUED TO TALK AND DIDNOT WANT TO 9810 2LISTEN.**

What exactly was said?

(STMENTS FROM WITNESSES IN THE SAFETY MEETING)

Witness(es)

THERE WERE 5 WITNESS

If yes, explain.

SAME DAY

END

I WILL SUBMIT COPIES OF THE WITNESS STMENTS TO YOU NO LATER THAN 022712
BY 4P. I UNDERSTAND IF INFORMATION NOT SUBMITTED A DECISION ON THE CLAIM
WILL BE MADE W/THE INFORMATION AVAILABLE.

28 - A

Received 2/23/2012 6:46:43 PM (Central Standard Time) in 01-51 on-line (T) for: Espinosa, Monica - Pg 12/13

TEXAS WORKFORCE COMMISSION
BOX 149346
AUSTIN TX 78714-9346

RECEIVED FEB 21 2012

320404610018950101

NOTICE OF APPLICATION FOR UNEMPLOYMENT BENEFITS

Date Mailed: February 16, 2012

Received

FEB 23 2012

Monica Espinosa

DK 2-28-12

PCL INDUSTRIAL SERVICES INC
1500 S UNION AVE
BAKERSFIELD CA 93307-4144

TWC McAllen Tele-Center

All dates are shown in month-day-year order.
Account Number: 12-900988-8
Name: BENNIE BULLOCK
Social Security Number: 415-92-8384
Access Key: 049485

IMPORTANT

Protect your interests! Use the Internet, call, fax or have your response postmarked on or before 03-01-12. The person named above filed an application for unemployment benefits naming you and/or your organization as the last place worked before filing. State law requires we notify you of this action. If you are an employer covered by the Texas Unemployment Compensation Act, the decision the Texas Workforce Commission (TWC) renders on this application could affect the amount of taxes or reimbursements you pay.

How do I protect my appeal rights?

To receive a copy of any determination TWC makes and to protect your right to appeal, respond on or before 03-01-12, complete the reverse side of this form in detail, and be prepared to answer any additional questions.

How do I submit my response?

You have four response options. Only one is necessary to protect your interests.

* Respond by using the Internet at www.texasworkforce.org/ui/er.html Enter the Social Security Number and Access Key found above. At the completion of your entry you may print a confirmation sheet as proof of your response.

or * Call TWC at (866) 876-6107, Monday through Friday, between 8:00 a.m. and 5:00 p.m. central time to respond verbally. A Customer Service Representative (CSR) will take your information. When completing the call the CSR will give you an 11-digit confirmation number. You must speak with a CSR and receive a confirmation number. Leaving a voice message does not constitute a response. Record the number in the spaces below and keep this notice for your records.

or * Fax the notice to (512) 322-2815. When faxing, be sure to include both sides of the page. TWC will use the date we receive the fax to determine whether your response is timely. If you file your appeal by fax, you should retain your fax confirmation as proof of transmission.

or * Mail a copy of this notice and any attachments to the TWC address located in the upper left-hand corner.

Please Note: We may allow the applicant an opportunity to respond in a fact finding interview, if the information you submitted does not agree with his/her initial statement. If you want to participate during the initial interview, please indicate so in your response. TWC will notify you how you may participate. The applicant gave the following statement when he/she filed the application for unemployment benefits.

REASON NO LONGER EMPLOYED
FIRBD Verbal statement by telephone

If you have difficulty interpreting the applicant's statement, call TWC at the telephone number listed above.

PLEASE ANSWER ALL QUESTIONS ON REVERSE

2D610B 03/26/2009

Case No: 01-22-12
Claim ID: 01-22-12
Entry Date:
Entry Type:
ENTERIC SERVICES IMPAIRED CLIENTS
Relay Texas TDD No: 1-800-735-2988
Relay Texas Voice No: 1-800-735-2988

PLEASE ANSWER ALL QUESTIONS ON REVERSE

JS 44 (Rev. 12/07)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Bennie L Bullock **DEFENDANTS** PCL Industrial Services Inc

(b) County of Residence of First Listed Plaintiff Shelby **County of Residence of First Listed Defendant** Kern
 (EXCEPT IN U.S. PLAINTIFF CASES) (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number) **Attorneys (If Known)**
AUG 08 2013 1:13 CV 01233 LJO SKO

**CLERK, U.S. DISTRICT COURT
 EASTERN DISTRICT OF CALIFORNIA**

RECEIVED

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) **III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

Citizen of This State 1 PTF 1 DEF
 Citizen of Another State 2 PTF 2 DEF
 Citizen or Subject of a Foreign Country 3 PTF 3 DEF
 Incorporated or Principal Place of Business In This State 4 PTF 4 DEF
 Incorporated and Principal Place of Business In Another State 5 PTF 5 DEF
 Foreign Nation 6 PTF 6 DEF

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	PROPERTY RIGHTS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
			IMMIGRATION	SOCIAL SECURITY
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
				FEDERAL TAX SUITS
				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Title VII Civil Rights Act 1964, Title I Civil Rights Act 1991
 Brief description of cause:
Wrongful termination - breach of contract

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** _____ **CHECK YES only if demanded in complaint:**
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): **JUDGE** _____ **DOCKET NUMBER** _____

DATE _____ **SIGNATURE OF ATTORNEY OF RECORD** _____

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFF _____ JUDGE _____ MAG. JUDGE _____

ORIGINAL FILED

SAO 240 (Rev. 9/96)

UNITED STATES DISTRICT COURT

AUG 08 2013

EASTERN

District of

CALIFORNIA
CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
DEPUTY CLERK

Plaintiff

APPLICATION TO PROCEED WITHOUT PREPAYMENT OF FEES AND AFFIDAVIT

V.

CASE NUMBER: **1: 13 CV 01233 LJO SKO**

Defendant

I, Bennie Len Bullock declare that I am the (check appropriate box)

petitioner/plaintiff/movant other

in the above-entitled proceeding; that in support of my request to proceed without prepayment of fees or costs under 28 USC §1915 I declare that I am unable to pay the costs of these proceedings and that I am entitled to the relief sought in the complaint/petition/motion.

In support of this application, I answer the following questions under penalty of perjury:

1. Are you currently incarcerated? Yes No (If "No," go to Part 2)

If "Yes," state the place of your incarceration _____

Are you employed at the institution? _____ Do you receive any payment from the _____

Attach a ledger sheet from the institution(s) of your incarceration showing at least the past six months' transactions.

2. Are you currently employed? Yes No

a. If the answer is "Yes," state the amount of your take-home salary or wages and pay period and give the name and address of your employer.

b. If the answer is "No," state the date of your last employment, the amount of your take-home salary or wages and pay period and the name and address of your last employer.

3. In the past 12 twelve months have you received any money from any of the following sources?

- a. Business, profession or other self-employment Yes No
- b. Rent payments, interest or dividends Yes No
- c. Pensions, annuities or life insurance payments Yes No
- d. Disability or workers compensation payments Yes No
- e. Gifts or inheritances Yes No
- f. Any other sources Yes No

If the answer to any of the above is "Yes," describe, on the following page, each source of money and state the amount received and what you expect you will continue to receive.

AO 240 Reverse (Rev. 9/96)

Unemployment, \$1800 month is short term compensation

4. Do you have any cash or checking or savings accounts? Yes No

If "Yes," state the total amount. _____

5. Do you own any real estate, stocks, bonds, securities, other financial instruments, automobiles or any other thing of value? Yes No

If "Yes," describe the property and state its value.

6. List the persons who are dependent on you for support, state your relationship to each person and indicate how much you contribute to their support.

I declare under penalty of perjury that the above information is true and correct.

07-20-13

Date

Bennet Len Bullock

Signature of Applicant

NOTICE TO PRISONER: A Prisoner seeking to proceed IFP shall submit an affidavit stating all assets. In addition, a prisoner must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

Application To Proceed Without Prepayment of Fees and Affidavit

Bullock v PCL, Industrial Services Inc

Expenses

Utilities \$250

House Ins \$ 85

Car Payment \$605

Car Ins \$ 96

Gas \$200

Food \$300

Life Ins \$ 63

Phone \$ 75

School loan \$ 20

Debts

Capitol One \$800

Sears \$500

American Express \$1200

Citi card \$1400

Chase \$9000