EXHIBIT B PART V

1	Q.	Is there a suite number?
2	А	470.
3	Q	And what is your job title there?
4	, A	Security.
5	Q	Has that \$9 per hour, has that been your rate
6	of pay	since you started there?
7	A	No.
8	Q	What did you start
9	A	I started there as the utility officer. It was
10	11.50.	
11	Q	So it was higher up front?
12	A	Uh-huh.
13	, Q	And why did it go from 11.50 to 9?
14	A	The utility officers wasn't getting 40 hours a
15	week.	
16	Q	Was that was that a rover position?
17	· A	Yeah.
18	Q	How many hours a week do you work at Thorpe
19	now?	
20	A	40.
21	Q	How many hours a week were you working as a
22	rover?	
23	. A	It averaged. Sometimes it was 25. Sometimes
24	it was	35, you know.
25	Q	And if you started there in November of 2006,

```
how long did you work as a rover?
1
2
               Oh, about six months.
               And since then you've been working the $9 an
3
          0
     hour --
4
5
          Α
               Right.
               Is -- well, I think I know the answer.
6
     is not the only place you've been employed since leaving
7
     Wackenhut; right?
8
               No.
9
          Α
               KSI was also an employer?
10
          Q
11
          A.
               Yes.
               What were your dates of employment with KSI?
12
          Q
               Oh, I don't know.
                                   It was about five months.
13
          Α
               So I think you testified that you started there
14
          0
      two weeks or so after you left Wackenhut?
15
                       That's correct.
          Α
               Right.
16
               And you worked there for five or so months
17
          0
      before you started --
18
               So 2006 and say somewhere around September.
19
          А
              Of -- you started --
20
          Q
               Or say November.
21
          Α
               Is when you ended at KSI?
22
          0
23
               Around about that time, yeah.
          Α
               But you were only unemployed for roughly two
24
      weeks after leaving Wackenhut?
25
```

1	A	About that.
2	Q	Who was your supervisor at KSI?
3	А	That's the one that I gave you.
4	. Q	Oh, that's right.
5	A	Yeah, same one.
6	Q	And we also looked at that was a Piedmont
· 7	address?	
8	A	Right.
9	Q	What was your rate of pay there?
10	А	I think it was \$10 an hour.
11	Q	And that was the same rate of pay as Wackenhut;
12	right?	
13	A	Well, Wackenhut, they pay you according to what
14	post you	're at.
15	Q	Okay. Well, the \$10 an hour was the same that
16	you were	making at Google?
17	A	Right.
18	· Q	Was the \$10 an hour at KSI, was that your rate
19	of pay t	he whole time?
20	, A	That's correct.
21	Q	How many hours a week were you working at KSI?
22	A	About 40.
23	Q	And we've covered a lot today. The KSI
24	employme	ent ended was that the wrongful termination
25	that you	testified about earlier?
		·

ļ		· I
1	A	That's correct.
2	Q	So you left that job because they they fired
3	you in a	manner in which you believe was wrongful?
4.	А	That's correct. Well, actually, they didn't
5	fire me.	They just said that they didn't have any work
. 6	for me.	
7	Q	Okay. So they let you go?
8	A	Right.
9	Q	Are there any other than KSI and Thorpe, are
10	there an	y other places that you've worked since leaving
11	Wackenhu	t?
12	Α.	No, that's it.
13	Q	During that two weeks when you after you
14	left Wac	kenhut and before you started at KSI, did you
15	make any	efforts to get employment during that time?
16	A	Sure, I was looking for a position.
17	Q	Did you maintain any records of your job search
18	during t	hat time?
19	A	No.
20	Q	Did you send out your resume during that time?
21	A	No, I just carried mines with me.
22	Q	Did you have any interviews during that time?
23	A	Yes, several places.
24	Q	Where at?
25	A	Oh, I couldn't tell you where. That's been too

```
That's two years, three years.
     long ago.
1
              Did you have any job offers during that two
2
     weeks?
3
                   Naturally, if I'm unemployed, I'm going to
               No.
         Α
4
     take the first one that I get.
5
               So the first job offer you got was with KSI?
 6
               Right.
 7
          Α
               Have you had any other sources of income since
 8
      you resigned from Wackenhut?
 9
               No, that's it.
10
          Α
               Everybody doing okay? Does anybody need a
11
     break?
12
               All right. Let's mark --
13
         (Defendant's Exhibits Nos. 27 and 28 were marked.)
14
      BY MR. FERGUSON:
15
               Now, Mr. Jones, I've handed you what we've
16
      marked as Exhibits 27 and 28. Have you seen these
17
      documents before?
18
19
          Α
               Yes.
               And is Exhibit 27 a copy of the Complaint that
20
      you filed to initiate this lawsuit?
21
               I believe both of them are.
          Α
22
               Well, I think the second one, Exhibit 28, has a
23
      later date on there. I believe that's the Amended
24
      Complaint that you filed in this case, is that right,
25
```

1	Exhibit 28?
2	A Well, there was one you said that you all
3	you said you all didn't receive it or something or
4	other, and I refiled it.
5	Q Well, the I'll show you the difference I see
6	in 27 and 28. If you look right here on the defendant
7	line
8	A Uh-huh.
9	Q on the first page in the caption, Exhibit 27
10	says Wackenhut percent Google, Inc., and Exhibit 28 just
11	says Google, Inc. Do you see that?
12	A Right.
13	Q So Exhibit 28, did you file that just to
14	make just to point out to the court that you were
15	actually indeed suing Google, too?
16	A That's correct.
17	Q And is that the only difference between 27 and
18	28?
19	A Should be.
20	Q And you weren't adding any new claims with
21	Exhibit 28?
22	A No, same thing.
23	Q In paragraph 9 of both the Complaint and the
24	Amended Complaint, you list an address. What is that
25	address?

1	A Where at?
2	Q Paragraph 9. Right there (indicating).
3	A That's Google. That's where the Google
4	location at.
5	Q Okay. So if you could, read that address into
6	the record, please.
7	A Aquilla Way 101 Aquilla Way, Austell,
8	Georgia 30168.
9	Q So that was the location of Google's
10	building
11	A Right.
12	Q where you were on assignment?
13	A That's correct.
14	Q And in paragraph let's see. A couple down
15	in paragraph 11-A of both of these Complaints, you list
16	the date that you received the right to sue notice from
17	the EEOC. Do you see that?
18	A Right.
19	Q What date did you receive that notice?
20	A December 11th.
21	Q And in your complaint on the last page, you
22	claim that you're seeking \$225,000 in damages from
23	Wackenhut; is that right?
24	A That's correct.
25	Q How did you calculate that amount?

1	A Nothing. I just felt that that's was that
2	would have been a decent amount. You know, usually,
3	with lawsuits like this, you settle what, for 70 million
4	dollars, and you usually settle it for 10. But I knew
5	that you needed, like, hospital for stress and whatnot.
6	As I said in in the depository [sic], I couldn't
7	afford to go to the hospital. Therefore, without those
8	type of documents, I'm not going to put 70 million
9	dollars.
10	Q And I do want to touch on medical issues in a
11	second. But before we do that, are you seeking punitive
12	damages in this case?
13	A Loss of money?
14	Q Well, I view those as economic damages and
15	compensatory damages in the form of back pay or front
16	pay. Are you seeking back pay this case?
17	A No, I wouldn't say any back back pay. Like,
18	the money that for the suspension and for the money
19	that they took, I just rounded out and put it in there
20	as all the same.
21	Q How about punitive damages, are you seeking
22	punitive damages?
23	A What you mean by punitive?
24	Q Well, it's a type of damages available under
25	the law, and

1 .	A If it's legal, I'll do it, yean.
2	Q Well, do you claim that Wackenhut's conduct was
3	intentional and willfully wrong?
4	A Yes.
5	Q Have we discussed all of Wackenhut's actions
6	that you think were intentional and wrongful already?
7	A I believe so. Outside of fighting this case
8	and denying that they didn't do any wrong.
9 -	Q And other than what we've already discussed
10	today and the documents that you produced, do you have
11	any other evidence that Wackenhut's conduct was willful
12	or wrongful?
13	A No, that's it. That's the evidence I
14	submitted.
15 [.] .	Q And other than what we've discussed today and
16	the documents that we've gone through, you don't have
17	any other evidence that Wackenhut's actions were
18	discriminatory or retaliatory; right?
19	A Those are the evidence that's the evidence
20	that we have right in front of us.
21	Q So that's right, you don't have any other
22	evidence other than what we've looked at today; right?
23	A That's correct.
24.	Q Are you seeking emotional distress damages in
25	this case?

1	$oldsymbol{\cdot}$
1 .	A Well, that's what you need doctor's notes for.
2	But, of course, I of course, it was emotional. But
3	like I said, I couldn't afford to go to no doctor.
4	Q So are you seeking emotional distress damages
5	in this case?
6	A That's one of the things that I'm looking at,
7	yes.
8	Q How much are you seeking in emotional distress?
9	A The entire amount is right there. Whatever I
10	put down there. 225,000.
11	Q 225?
12	A Right, everything is all wrapped in there.
13	Q And do you claim that you suffered mental and
14	emotional distress as a result of Wackenhut's actions?
15	A For all what I went through, yes.
16	Q Who caused you that mental and emotional
17	distress?
18	A Jennifer Turner.
19 .	Q Who else?
20	A P.E what is his name?
21	Q Penifold?
- 22	A Penifold. Godfrey. I think more or less
23	Ms. Linda Demings, I think she just basically, like I
24	said, was more like in the office and just getting
25	involved. I don't think that lady really meant any real

1 harm to anybody. And were the acts that caused you the mental 2 and emotional distress, was that the ending of the 3 Google assignment and the deductions from your paychecks? 5 That's correct. Α Describe the mental and emotional distress that 7 you have suffered. 8 Well, it's -- it's -- mental distress is the matter of just having these things sitting on top of 10 your mind. I mean, you go to -- you never know what's 11 going to happen the next day you go to work. It was 12 always something new. 13 And what symptoms have you experienced? 0 14 Headaches. Α 15 And what other symptoms? 16 Q Dizziness. 17 Α What else? 18 0 That's it. Α 19 How often do you -- do you experience 0 20 21 headaches? There was times when I was experience А 22 headaches -- it was just a matter of -- say, like, when 23 she walked up to me and started asking me about the 18 24 hours, and I just -- as I said, after I answer her, then

25

```
I left, then comes the, headache and then comes the
1
     slight tendon [sic] of dizziness. It's just when the
2
     lady is behind you when you know you're being accused of
3
     something. That's -- that's when it comes.
              And after July 21st when your assignment ended,
5
     did you stop experiencing the headaches and the
6
     dizziness?
7
               From them, yes.
8
               And after July 21st, Wackenhut didn't do
         Q
9
      anything else that caused you to have a headache --
10
               No.
          Α
11
               -- or caused you to become dizzy --
          Q
12
               No.
          Α
13
               -- is that right?
          Q
14
               No.
15
          Α
               Is that right?
          Q
16
               That's correct.
17
          Α
               And I think you said you didn't seek any
          Q
18
      medical treatment?
19
                Not on a $9 a week salary -- $9 an hour salary.
20
                Did you take any medication for the emotional
21
      distress?
22
                No.
           Α
23
                And who are your witnesses in this case?
 24
           Q
                I'm not going to bring up the witness. As I
           Α
 25
```

said, if I can still get them, because they no doubt
they've been through a whole lot. They see the way this
case is going. They still going to even if they
still going to testify. Like I said, I haven't been in
touch with them.
Q Have you spoken to anybody since
A Not not recently.
Q. Let me finish that. Have you spoken to any of
your witnesses about this case recently?
A No.
Q Who was the last person you spoke to about it?
A One of them.
Q But are you are you refusing to discuss the
names of your witnesses with me today?
A That's correct. That's what I I asked for
that order of protection from, and we're going
through we went through that.
Q And the Court has issued an order on that
A You mean
Q compelling you to provide those
A You mean Judge Cooper?
Q Yes.
A No, I don't pay anything Judge Cooper, to
me, is not a judge, much of a judge, and that's why I'm
appealing his decision.

So are you -- so do you acknowledge that Judge 1 Cooper issued an order requiring you to provide the 2 names of the witnesses? 3 This case is no longer underneath Judge --This case is being -- well, it hasn't Judge Cooper. 5 been accepted in the Court of Appeals, but it is 6 being -- it is in the Court of Appeals whether or not. 7 Now, if the Court of Appeals take it, Judge Cooper is 8 not going to be the judge. They're going to give it to 9 somebody else. 10 Well, do you have -- so it sounds like you're 11 not going to comply with Judge Cooper's --12 No, I'm not going to comply with anything with 13 Α that man. 14 Well, let me finish. So it sounds like you're 15 not going to comply with Judge Cooper's order requiring 16 you to provide us with the name of your witnesses; is 17 that right? 18 I asked Judge Cooper to rescue [sic] himself. 19 That's what I asked him to do, and that -- because of 2.0 that one -- because of his own -- his decisions, period. 21 So that's why the case is under appeal. 22 Well, let me get -- I don't think I got an 23 answer to my question. Is it your intention to not 24 comply with Judge Cooper's order on -- order compelling 25

l	
1	you to provide us with the names of your witnesses?
2	A I'm waiting for the decision from the Court of
3	Appeals.
4	Q So is that a, yes, you're not going to
5	comply
6	A That's correct.
7	Q with Judge Cooper's
8	A Because that's correct.
9	Q And I think we're talking over ourselves there.
10	Am I correct that you're not going to comply with
11	Judge Cooper's order at this time?
12	A That's correct.
13	Q Have you produced all the documents to me that
14	you're aware of which contain information to support
15	your allegations?
16	A Yes, everything I sent you.
17	Q Have you obtained any written or recorded
18	statements from any witnesses?
19	A No. I haven't discussed it with them as of
20	yet.
21	Q Maybe if we could take a break
22	A No. No. No. I'm okay. I want to get this
23	thing over with.
24	Q Well, I understand. But I need to if we
25	could take a bathroom break.

Oh, okay. Α Oh. 1 (Recess from 3:05 p.m. through 3:16 p.m.) 2 BY MR. FERGUSON: 3 Okay. Mr. Jones, at this time I do not have any further questions. I do want to leave the record 5 open to explore areas that you refused to answer 6 questions about during some subsequent deposition. You mean about the witnesses? 8 The witnesses, prior EEOC charges from New 9 Q York --10 Α Okay. 11 -- prior employers from New York. So to the 12 Q extent -- I just want to leave the record open to at 13 some point possibly come back in the future to discuss 14 those areas where you acknowledged that you would not 15 answer questions. 16 I don't understand what you're saying. 17 as New York is concerned, I think we -- we crossed roads 18. on that when I asked you in the discovery to give me the 19 records of the employees and -- at Googles. I asked for 20 four years. You only gave me three years. 21 Well, I think we'll just agree to disagree. 22 It's not really a -- I'm just making a statement that 23 I'm reserving the right to keep the record open to 24 possibly come back and explore --25

A Oh, sure.

Q -- those areas --

A Yeah, because it's got to -- and this is why I had asked Judge Cooper to remove himself, because you got to play -- you got to be -- you can't be blitz in it, you know. He's got to be even-handed.

Q What do you mean?

A Whatever's good for the defendant, that's good for the plaintiff. You got to be even-handed across the board.

Q And is it your opinion that the Judge Cooper is not being even-handed?

A He's way overboard.

Q Why do you say that?

asked him to interconvene [sic], he just flatly ruled out everything as far as anything that I wrote, and he agreed with everything that y'all did. Not only that, but he released Google, you know. It really sounds like he's very blitz, very, enough so that — but what I don't understand is there's roomfuls that he's showing that he's blitz, and he's been asked to rescue [sic] himself. And it's hard for me to understand why he got — why he's not doing it.

O Okay. Well, and that really wasn't my point

1	for just reserving the right to keep the record open.
2	A Oh, okay.
3	Q So those are the questions that I have at this
4 ⁻	time, and I want to thank you for coming down and
5	answering my questions today.
6	A Oh, no problem.
7 ·	
8	(Deposition concluded at 3:18 p.m.)
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
23	
24	
25	

CERTIFICATE

GEORGIA

5 CARROLL COUNTY:

I hereby certify that the foregoing deposition was taken down, as stated in the caption, and the questions and the answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 218 represent a true and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in any way interested in the result of said case.

This, the 11th day of February 2008.



MICHELLE J. FULLER, CCR-B-1991 My License Expires: March 31, 2008

I, the undersigned, DONALD JONES, do hereby certify that I have read the foregoing deposition and that, to the best of my knowledge, said deposition is true and accurate (with the exception of the following				
accurate (with corrections li	sted below.)	or the rorrow	ing	
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		DONALD JONES		
Sworn to and	Subscribed befo			
	, No	tary Public.		

EXHIBITS TO THE DEPOSITION OF DONALD JONES





NOTE: This application is used not only in considering you for employment, but is also kept as part of your permanent record if you are employed. Please fill it out with this in mind. All questions must be answered; if a question does not apply, so state.

Name JONES DONAID Last First Middle	Position Applied for? Security OFFicers
Home Address 3279 STAC / LN	Type of Work Desired? Full Time ☑ Part Time □
Street	If Part Time, Hour Available?
FAST POINT CA 30344	Salary expected? 9.00 MR
	Are you employed at present? Yes 🖾 No 🗆
Phone Number: 404 209 - 76 41 Home & Message •	If so, may we contact present employer? Yes 🗵 No 🖸
Social Security Number 122-32-2954	Do you have your own transportation? Yes V No 🗆
	Do you hold a current Operator's 🖸 Chauffeur's 🖫 License?
Are you a United States Citizen? Yes No D	Have you ever been employed by Arko? Yes 🗆 No 🔀
Have you ever served in the U.S. Armed Forces?	If yes: Where?
Yes □ No 🔀	When?
If yes, Branch of Service?	Position?
Highest rank or rating?	Reason for leaving?
Period of active duty fromto	
Type of duty?	Education: Circle the highest grade completed.
Type of discharge?	1 2 3 4 5 6 7 8 9 10 11 ② 13 14 15 16
Have you ever been granted a Military or Government Security Clearance? Yes ☐ No ☑	Did you graduate from High School? Yes ♥ No□
Have you ever been denied a Military	Did you graduate from College? Yes No No No No No No No No No No
or Government Security Clearance? Yes No 🖫	If yes, Name of College
Level of Clearance	List any Military or other education PROCRAMM: WC
Horro year area have a series to the state of	AND SYSTEMS INSTITUTE
Have you ever been convicted for the violation of any law? (exclude traffic conviction where fine was \$25.00 or less) Yes No	
If yes: Where?	Name and relationship of relatives employed by Arko.
When?	
Conviction?	
	Name of acquaintance employed by Arko.
Do you have any physical or mental health problems, disabilities, or handicaps that will prevent you from satisfactorily performing the job(s) for which you are applying? If yes, please explain:	
No	_
	Do you use intoxicating beverages? Yes □ No №
	If so, to what extent?
	Do you use Drugs? Yes □ No 🖫
	If so, to what extent?



List, beginning with your present job or last job held, all employment in the last 10 years:

				ie last 10 ye	
	Dates (Mo. & Yr.)	Names, Address and Phone # of Employer	Type of position held Name of Supervisor	Rate of Pay	Reason for Leaving
F	11/99	Employer R. PS	Position: PACKACE HANGIER	\$ 950	
7	Fo:	Address: ATLANTA INDUSTRIAL PARK	Supervisor	Per	
\vdash		City, State, Zio			
-	From: -		Position: 404-505 8458	\$	
	From: 198	Address:	Mail HANdlek	* 850	
L	7/99	JAMES AFARley BLDE	Supervisor MS BROOKS	Lei	
		City, State, Zip N.C.W YORK NY 10189	212 330 3460		MOVE TO GA
I	From:/99	Employer PUTNAM LADDERC	ShiffING CLERK	\$ 7.00	
5	90/3°T	Address: 32 HOWARD ST	Supervisor:	Per	
Ī		City, State, Zip NEW YORK NY 100 13	Phone: 212 126 5147		move to 6
1	From 0 i	Employer LUNDY BROS RESTAURANT	Position: APPRENTICE	\$ 6.75	1370 9 2 10 9
-	11/97		Supervisor. Chef Doumhia	9. 1) Per	
-	<i>111</i> ¥ 6	Address: 1901 EMMONS AUE City, State, Zip 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		<u> </u>	Don't son
-	From:	Employer Control of Co	7/8 - 143 - 00 2 2 Position:	5	BETTER Jo
; -		AIPHA FLIGHT SERVICES	Position: Food HAND/ER	\$ 6.95 Per	
Ţ	196	147-CUY BREWLE BLD	Chef STANPEF	rer	
		City, State, Zip JAMAISA NY 11434	Phone: 718-917 77 82		BEHERJO
1	From: 11/23	Employer DICKARD/WIDDER	Position: Sec VIRITY ELEVATOR OPER	\$ 605	
	5/20	56-02 mospeth aux	Supervisor: MAG Tolla	Per	
		City, State, Zip MASPETH NY 1/378	Phone: 2/2 326 3700		BeHerd
7	From: //83	Employer	Position: CL erk	\$ 6.50	0 : 11 0 10 0
ج ا	11/63 5/79	Addmana	Supervisor:	Per	
H	5 / / /	City, State, Zip. 1.	Phone:		
L		City, State, Zip WE W YORK			OUTOFBUI

Don If Jones

THOMAS P. DEBERRY ATTORNEY AT LAW

DEFENDANTIS

3781 Presidential Parkway Suite 103 Atlanta, GA 30340 (770) 457-9082 (770) 457-7115 tpdeberry@edgeconnect.com

October 30, 2000

ARKA Executive Services Jim Berman **Deputy Project Services** 2400 Herodian Way Suite 350 Smyrna, GA 30080-8500

RE: Donald Jones

Dear Mr. Berman,

I have been retained by Mr. Donald Jones to resolve a matter of overtime pay. Mr. Jones states your company paid him overtime pay and subsequently deducted it from other pay to which he is entitled.

Please apprise me if such is not the case and provide pay records which show a proper reconciliation of this matter.

I am not concerned so much with the EEO settlement and retaliation. I am very concerned whether or not I believe a violation of the Fair Labor Standards Act has occurred.

Please correspond at your earliest convenience. Sincerely, Attorney at Law

Dear Mr. Velton Bowie:

I am asking to have shift from 0600 to 1400 on april 8,2000 alter to 10.00 pm to 0600 pm april 9,8,2000. I have to pick some one up; the airport. And on april 14, 2000. I have a court date (copy inclose) I am asking for the midnight shift because of the drug problem I spoke to you early about.

Very truly yours,



STATE OF NORTH CAROLINA

FILE NO. 00 CVD 741

In the General Court of Justice

District Court Superior Court

NEW HANOVER COUNTY	In the General Court of Justice
	☐ District Court ☐ Superior Court
Name And Address Of Plaintiff(s)	
DONALD JONES	ARBITRATION
3279 STACI LANE	
EAST POINT, GA 30344	NOTICE OF ARBITRATION HEARING
	G.S. 7A-37; Rules 3, 8, Court-Ordered Arbitration
VERSUS ·	
Name And Address Of Defendant(s)	Name And Address of Arbitrator
MICHAEL'S AUTO SALES, INC.	•
6412 MARKET STREET	WILLIS D. BROWN
WILMINGTON, NC 28405	
Date Of Hearing	Place Of Hearing
4/14/00	NEW HANOVER COUNTY JUDICIAL BLDG.
Time	Courtroom 512, Fifth Floor - 316 PRINCESS STREET
12:00	WILMINGTON, NC 28401
be held at the date, time and place shown above.	d above has been appointed arbitrator in this case, and a hearing will within sixty (60) days of the filing of the last responsive
pleading. Any continuance beyond the sixtieth day may of a strong and compelling reason to do so.	parties must notify the person named below before the hearing
date so that the hearing may be canceled.	
Failure to appear for the hearing and participate in good if of the Rules For Court-Ordered Arbitration.	faith may result in an adverse award and/or sanctions. See Rule 3(1)
If you have any questions concerning this he	earing, please contact the person named below.
Date Of Notice	Signature
March 22, 2000	Marin W. Dreet
	Name (Type Or Print)
	SUSAN W. GREER
316 PRINCESS STREET, SUITE 500 WILMINGTON, NC 28401	Trial Court Administrator's Staff District Court Judge's Staff
,	Telephone No.
•	(910)341-4380
CEPTI	FICATE OF SERVICE
A CONTROL OF THE PARTY OF THE P	
I certify that a copy of this Notice was served by	
depositing a copy enclosed in a postpaid properly ac exclusive care and custody of the U.S. Postal service	ddressed wrapper in a post office of official depository under the
plaintiff.	plainuit's attorney.
⊠ defendant.	defendant's attorney.
	
delivering a copy personally to	The same and the s
plaintiff.	plaintiff's attorney.
defendant.	defendant's attorney.
leaving a copy at the	office with a partner or employee
plaintiff's attorney's	office with a partner or employee.
defendant's attorney	's office with a partner or employee.
Ω	
Date Served Signature Of Party Or Attorney	Trial Court Administrator's Staff
March 22, 2000 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	() District Court Judge's Staff

AOC-CV-801 Rev. 4/97

Original - File

Coov - Plaintiff

Copy - Defendant

Copy - Arbitrator





APPLICATION FOR EMPLOYMENT

Wackenhut is an Equal Opportunity/Affirmative Action Employer. Applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, or marital or veteran status, or the presence of a medical condition or disability.

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ADDRIESS	
	4701 FIAT ShoAIS RD
NAME AND	
NA	(フ フ ₀) フ カム - 9 ユ
	7. Position Applied For Security GUARD
SIBE	8. (X) Full Time () Part Time - If Part Time, Hours Available
Θ	Salary Expected Date Available <u>NOW</u>
POSITION	9. Wackenhut must provide 24 hour-a-day service to its customers. Are you available to work whatever schedule is necessary to help us meet our Corporate objectives and our obligations to our customers? Yes (१) No ()
POS	If no, what shifts or days are you available?
	10. Are you presently employed? <u>yes</u> If yes, may we contact your present employer? <u>yes</u>
	11. Do you have transportation? yes
	12. Have you ever been employed by Wackenhut? <u>No</u> If yes, where?
	When?Position
	Reason for leaving
S E	(13) Referral Source: () Newspaper Advertisement () Job Service () Employee Referral () Other <u>FRでは</u>
@FMATION	14. Names and relationships of relatives or acquaintances employed at Wackenhut:
PERSONAL INFO	15. Have you ever been convicted for the violation of any law in a military or criminal court which has not been sealed, annulled or deleted from the record? Yes (x) No (x)
350h	If yes, where? <u>UNION CITY</u> When? <u>2/12-/2003</u>
Ħ	Type of conviction?
	Are you prevented from lawfully becoming employed in this country because of Visa or Immigration Status? Yes () No ()
	THE FOLLOWING INFORMATION WILL ONLY BE CONSIDERED IF IT IS RELEVANT TO THE POSITION FOR WHICH YOU ARE APPLYING OR COULD BEAR UPON STATE LICENSING REQUIREMENTS.
	Are you currently engaged in using illegal drugs? <u>#0</u> If yes, to what extent?

SOUTH PROPERTY.	
	22. Have you been dismissed, or asked to resign from employment? <u>ネ/()</u> Date
	Employer Reason
31	23. Have you ever been granted a military or government security clearance? Yes () No (K)
2	If yes, level of clearance
WORK HISTOR	24. Po you have any special job skills or qualifications that may be relevant to the position for which you are
Ю.	applying? If so, describe BANK SECURITY
5	
	25. Names of five persons who are not related to you and who are not former employers:
	Name and Occupation Address Phone Number
HENGES	MS MARION Allen Tever COORD, NATOR 2163 KENTINGTON: BIRET 770-8983485
8	MS Felicia AShFORD BRANCH MANAger 45 CROOKED CREEK COURT 770 385 591
田	DE NANCY SMITH BANK TEHER 2900 BEN HILL RD 4043440987
	MS SANGRA NORWOOD REALTOR 3191 WEIT STETHENRD 770 210 0491
	MRWILLIE NORWOOD REALTOR 3/91 WEIT STETHEN RD 170 2100491
	MR CARY ADDINSON CIERK 504 VAN BRUN 117 504 8083
* -	UNDERSTANDINGS AND AGREEMENTS

I understand that any misrepresentation, falsification or omission of this application shall be sufficient reason for refusal or dismissal of my employment. I hereby authorize investigation of all matters contained in this application and agree that if the results of such investigation are not satisfactory, any offer of employment made by The Wackenhut Corporation or any subsidiary hereinafter referred to as Wackenhut may be withdrawn, or my employment with Wackenhut may be terminated immediately. I agree to conform and adhere to the rules and regulations of Wackenhut. Further, I understand and agree that this application and any other materials I may receive are not intended to be, nor shall be construed to be a contract of employment, and that my employment and compensation may terminate, with or without cause, and with or without notice, at any time, at the option of either Wackenhut or myself.

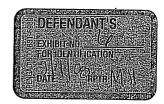
In consideration of any offer of employment by Wackenhut, I hereby acknowledge, understand and agree that the following will constitute terms and conditions of any such employment:

- (1) any losses or expenses incurred by Wackenhut, its clientele, or other third parties as a result of my unauthorized actions shall be immediately reimbursed to Wackenhut on terms that are satisfactory and acceptable to Wackenhut. To the extent permitted by law, I agree and hereby authorize Wackenhut to reduce my wages for any sums owing by me hereunder; and
- (2) in recognition of the fact that any work related injuries which might be sustained by me are covered by state Workers' Compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the customers or clients of Wackenhut based on the same injury or injuries, and to the extent permitted by law, I HEREBY WAIVE AND FOREVER RELEASE ANY RIGHTS I MIGHT HAVE to make claims or bring suit against any client or customer of Wackenhut for damages based upon injuries which are covered under such Workers' Compensation statutes.

2/12/2003

		Gender	91916	TH COVERAGE	1 3	wedical rian is as tollows:	lan V	nsid s,esnods Au	pian			Income Replacement - Starbridge	Er Waive (No Coverage)	A1- Émployee Only •		Homis New York New Jeron	Hawall, Rhode Island and Puerto Rico		Address						SECULIARION OF THE SECOND OF T			Wy Group Instrance Plan (Plan) is part of my employer's 125 Plan. The 125 Plan. The 125 Plan. The 125 Plan must changes to make changes to my annual entrottement elections during open enrollment. If Incar a Change in Status, as described in Your Benefits Under Section 125,* I may be particular as controlled in Your Benefits Under Section 125,* I may be particular as a size of the section of the control of the Change in Status and Change and Section 125,* I may be particular as a size of the section of the control of the Change of the Change in Status and Section 125,* I may be able to arrow of the control of the Change in Status and Change in Status. I have cerebred and tead the printed material explaining the Plan and my benefit change. I indication of any requires controlled on the Change in Status. I status and change in the Status in the Plan in the Change in the Status in the Plan in the Change in Status and Change in Status. I status and change in the Status in	ing date apacitied by the knaurer of Plan	
		Date of Birth	Other	REFUSAL OF HEALTH COVERAGE	The reason I am not entrolling in the Martins Dive is a sell		Coverage through an Individual Plan Coverage through the U.S. Millary	C Covered as a dependent under my spouse's plan	Other.		计计算 医阴道性 经济通	Income Rep	EN Val	-14 -		┿	-	ATION	4									Under Section 125.* I may be pen Historia in the Plan die to other ha 1. or plecoment for adoption I may 1. from I am making a kinding elec y be reservolled in the benefits I	5	b / // 0/ a
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Enrollment Application and/or Change Form	RMATION	umber 2	elow 🗅 Cancel ALL Coverage		Optional Life	Mary (No Coverage)	C A4 - \$20,000	CD A6 - \$30,000	C A8 - \$40,000	No.	7.L.T	Ten	M.A.			di opolomoj.	T produce		Name (Last, First, MI)									oracionent. Il Incar a Change in St. oracion. I further understand that if I incaryage ende. Il idab a new depon islating the Plan and my benefit their incaryage in my my deponent in their incaryage in my my deponent in their incaryage.		\mathcal{Q}
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		First Name O O	u Initial Enrollment						verage" section	1 7	作者的	Coverage Level	Ch Waive (No Coverage)	☐ 1- Employee Only	Ca 2- Employee & One	☐ 3- Employee & Family	With the Property of	DOB DOB	Relation (MM/DD/	Spouse	Eligible		Eligibte Child	Ellgible	Child	Eligible		ur's 125 Plan. The 125 Plan permits renge and want to portcipate in the Politic coverage ends produced to other coverage with a 13 days after automate. It was actuated the changed unional, it he amount of any proquised contribute the amount of any proques days after the amount of any progues they are the contribute.	or Fian Administrator.	/ Spine
		an es	Qualifying Event Election/Change Type: 🗅 initial Enrollment	Madical - IMC PI AN 43 CHOICE BI IIS	El Walve (No Coverage)*	Cl A1- Employee Only	☐ A2- Employee & Family		* Complete "Refusal of Health Coverage" section	Constitution of the second second	Modical College	Plan	S Walve (No Coverage)	☐ A-Level 1	D B - Level 2	C - LBVBI 3	CONFEDERATION OF THE PARTY OF THE PROPERTY OF THE PARTY O	ייייים סבר בוייטבויוס	Name (Last, First, MI)								· 医神经性 医二种 医二种	My Group Instrance Plan (Plan) is part of my amployer's 125 Plan. The 125 Plan. The 125 Plan are changes to my annual entrollment excitors during open entrollment. If I facts a Change in Status, as described in "Your Benefits Under Section 125," I may be provided provided to perdicipate in the Plan as later date, coverage may be subject to treatment as a late entrolled. The my dependent that I' (or my dependent) and the Plan are described in the Plan and the Plan are described in the Plan and the Plan are described in the Plan are described to perdicipate in the Plan are accorded to perdicipate in the Plan are described to be managed by a set accorded to be a targed united. There is no perdicipated the plan are described to be managed to the perdicipate in the plan are described to be designed united. There are described in the plan are described to be designed united. The perdicipate in the perdicipate the perdicipate the plan are described to be designed united. The perdicipate in the perdicipate the perd	Mines read approved by the insulation	· 1 mak
Benefit Group	42A (BS780) Effective Date of	Goverage Last Name	Caveekly		ourly	□ Salaried		L Non Union	Chon Exempt Qualifying Event Com	<u></u>	C) BirlivAdoption	Court Order		Dependent Dependent	<u> </u>		Overage			☐ Naw Hire Soc. Sec. No.	In New Hire- incumbent GOPEN Sec. No.	- -	Full-Time Soc Sec No.		Cl Rehire after Soc. Sec. No. MORE than 90	days	800		Wackenhut-Office	Cllent Signature Signature





The Wackenhut Corporation Wackenhut Institute General Orientation and Training Record

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Name: Last:	First:	Middle:	Date:
JONES	DONAIN		2/24/200)
Soc id Security Number:	Area/Bra	nch/Facility:	
	The Wo	ickenhut Corpo	oration Atlanta Georgia (ATL01)
City:	State:		Zip Code:
Atlanta	Georgi	a .	30329-2012

I understand that I will not become an employee to the Wackenhut Corporation (TWC) unless I complete to the satisfaction of the company, an orientation program to familiarize me with the requirements of being a security officer and I am at that time offered employment by the company. During this orientation, I will not be an employee of the company I will not do any productive work for or receive any pay from the company. At the end of the orientation, the company in its sole discretion may not offer me employment. I understand that this stipulation may extend to my participation in any training program required by federal, state or local legislation foe which compensation is not required by I aw. The company may supply me with one or more uniform (or parts thereof) before, during or after the orientation, but such action on the part of the company shall in no way be construed or considered as an act of hire. I have not been guaranteed or promised employment by the company. If I do receive one or more uniforms (or parts there of) from the company before or after being hired by the company I shall return all items in good condition, save for ordinary wear, at the termination of my employment by the company.

Applicant Applicant

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Subject		Progro Lengt	ım	Date		Initials t TWC Agent
Security Officers Orientation Program (S	OGP) 1,2,3	2 Hrs.	•	0224		1111
Sexual Harassment (LP – 59) / Video		1 Hr.		0224		1/1/1/1
CPR and First Aid		6 Hrs.			10	
	(September	e di lies	heir			
General Duties and Responsibilities (LP1)		2 Hrs.		04240	3	
Legal Authority (LP3)		2 Hrs.		1000		
Search and Seizure (LP5)		2 Hrs.		5		
Access control (LP18)		2 Hrs.		/		
Georgia Required Training		Total 8 Ho	ours	7	1.11	
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TR - 11		Score: F	-	V	22.8	
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	Employee		The second	cessful	Completion	
Subject	Initials	Length		ate	Sup Initials	Comments
Received Security Officer Hand Book	131			1403	4.1/1	
Completed Security Officer Handbook	50.7					
Exam	271	1 Hr	1.22	403		

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	Employee		Success	ful Completion	The same of the sa
Subject	Initials	Length		Sup. Initials	Comments
General Duties and Responsibilities LP1	Dv	1 Hr.	(1225)	1 // . /	1
Shift Work (Sleep and the Security			10	1 1/1 - 1/2	
Officer) LP33	1 1)7	1.5 Hrs			<i>y</i>
Managers Guide to Security Officers	0 /	1 Hr	1/		
Power of Arrest LP 38	2 V				
Legal Authority LP 3	JA.	2 Hrs.		7	
Search and Seizure LP 5	Qq	1 Hr.		/	
Evidence and Crime Scene LP 4	X) X	1 Hr.		(78
Courtroom Procedures LP 11	12/	2 Hrs.)		(0)
Interpersonal Communications LP 17	27	2 Hrs.		/	01/1/4
Human relations LP 2	10%	1.5 Hrs.	1. (. /	
Abnormal Relations LP 35	ijŸγ	1 Hr.		/	
Interviewing Techniques LP 56	116	1 Hr.	16		
Telephone Procedures and Etiquette	101		1		
LP 13	() () () () () () () () () ()	1 Hr.			/
Private Security Officers and Police			1000102	1 / /	1 1 / 1
relations LP 56	117	1 Hr.	0274c3	/ /	
Fundament of Personal Security LP 50	I I	1 Hr.		/	
Techniques of Effective Patrol LP 6	26	1.5 Hrs.	(-	(
Patrol Vehicle Driving Safety LP 12	[]()	1 Hr	1 / 1		
Traffic Control LP 12	X/f	1.Hr			
Two-Way Radio Communications LP 14	$\mathcal{L}_{\mathcal{M}}$	1 Hr.			
Field Note Taking LP 22	1)-4	1 Hr.	/		
Protective Alarm System LP 29	DI.	1 Hr.			
Facility Access and Key Control LP 18	176	1 Hr.			·
Night Vision LP 10	27.4	1 Hr.	10000		
Crowd Control LP 9	77.7	1 Hr.	639703	-//-//-N	
Controlled Substance LP 44	27	2 Hr	-6-	-/ (//////	<u> </u>
OSHA First responder Awareness LP 32	カケ	1 Hr.	/	/ 	
Accident Prevention LP 32	12-1/	1 Hr.			
Fire Detection, Suppression, and Life	11 1	7 !!	1 6 1		
Safety Diagram Bernand LR 52	# f).	1 Hr. 1 Hr.		\ 	
Disaster Response LP 52		and the Control of			
		Meda	gmug.		
Serving the Security Customer LP 63		1 Hr.			
Closed Circuit Television LP 69	-	1 Hr.			
Elevator Entrapment		30 Min.	· ·		
Violence in the Workplace LP 53		2 Hrs.			
Robbery Prevention and Response		7.15-			
LP 31		1 Hr.			
Managers Guide to Bomb Threats LP 19		1 Hr.			
Information Security/Industrial		7 41-			1.
Espionage LP 19		1 Hr.			
Over View		6 Hrs.			

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		Employee	Leng	THE PLANT OF THE PARTY OF THE P	cessf	ul Comp	letion	- CONTRACTOR NA	
Subject		Initials	th	Dat			nitials		Comments
TR – 7A			1 Hr				***************************************		***************************************
TR — 7B	***************************************		1 Hr.						
TR - 7C	**************************************		1 Hr.					1	
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Course	Date			nature		Date	,	Instru	ctors Signature
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Date	•	Employee's Sign	ature			Witnes	s/Trainir	ig Ma	nager
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Employee's Signature

Date

Witness/Training Manager