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October 6, 2015

**VIA ELECTRONIC CASE FILING**

The Honorable Joseph F. Bianco  
United States District Court Judge  
United States District Court  
Eastern District of New York  
100 Federal Plaza  
Central Islip, NY 11722

**Re: Zarda v. Altitude Express, Inc. and Raymond Maynard**  
**Case No.: 10-CV-04334 (JFB) (AYS)**

Your Honor:

This firm is counsel to Defendants in the above-referenced action. While our reading of Your Honor's Individual Practice and Rules does not necessitate the electronic filing of our proposed trial exhibits, Plaintiff filed an application with the court yesterday, October 5, requesting an extension of time in which to file proposed exhibits. [ECF Doc. No. 221] Plaintiff's application was granted. Therefore, out of an abundance of caution, we attached hereto Defendants' proposed exhibits.

Defendants' counsel remains available should Your Honor require additional information in connection with this submission.

Respectfully submitted,

**ZABELL & ASSOCIATES, P.C.**

Saul D. Zabell  
SDZlej

cc: Gregory Antollino, Esq. (*via* Electronic Case Filing)  
client

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**DONALD ZARDA,**

**Plaintiff,**

**– against –**

**ALTITUDE EXPRESS, INC., d/b/a SKYDIVE  
LONG ISLAND, and RAY MAYNARD,**

**Defendants.**

**Case No.: 10-cv-4334 (JFB) (AYS)**

**DEFENDANTS' EXHIBIT LIST**

<b>Exhibit</b>	<b>Description</b>
<b>A(1)</b>	Plaintiff's Amended Complaint dated February 22, 2011
<b>A(2)</b>	Plaintiff's Second Amended Complaint dated March 28, 2014
<b>B</b>	Plaintiff's Amended Rule 26 Disclosure Statement dated October 29, 2012
<b>C</b>	Plaintiff's Response to Defendant's First Set of Interrogatories dated January 24, 2011; in part
<b>D</b>	Plaintiff's Amended Response to Defendant's First Set of Interrogatories dated April 7, 2011; in part
<b>E</b>	Plaintiff's Supplemental Response to Defendant's First Set of Interrogatories dated January 31, 2012; in part
<b>F</b>	Plaintiff's Response to Defendant's First Request for Admissions dated January 21, 2011
<b>G</b>	Plaintiff's Supplemental Response to Defendant's First Request for Admissions dated March 25, 2011
<b>H</b>	Plaintiff's Response to Defendant's Second Request for Admissions dated January 18, 2012
<b>I</b>	Plaintiff's EEOC Charge of Discrimination dated August 6, 2010
<b>J</b>	Plaintiff's EEOC Notice of Right to Sue dated August 20, 2010
<b>K</b>	Affidavit of Plaintiff dated July 12, 2010 (EEOC Affidavit)

<b>L</b>	Affidavit of David Kengle dated May 11, 2012
<b>M</b>	Affidavit of Rosana Orellana dated May 11, 2012
<b>N</b>	Plaintiff's Declaration in Opposition to Motion dated April 7, 2013
<b>O</b>	Plaintiff's paycheck dated July 12, 2009
<b>P</b>	Plaintiff's paycheck dated June 27, 2010
<b>Q</b>	Plaintiff's 2009 Jump Log
<b>R</b>	Plaintiff's 2010 Jump Log
<b>S</b>	Plaintiff's 2009 W-2
<b>T</b>	Plaintiff's 2011 1040
<b>U</b>	Plaintiff's School Records from Embry-Riddle Aeronautical University
<b>V</b>	Plaintiff's Agreement, Release of Liability and Assumption of Risk dated May 14, 2010
<b>W</b>	Rosana Orellana's Agreement, Release of Liability and Assumption of Risk dated June 18, 2010
<b>X</b>	David Kengle's Agreement, Release of Liability and Assumption of Risk dated June 18, 2010
<b>Y</b>	2009-2010 Earnings Report for Plaintiff
<b>Z</b>	Rosana Orellana's Jump Video
<b>AA</b>	David Kengle's Jump Video

# EXHIBIT A(1)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

**DONALD ZARDA,**

Plaintiff,

-against-

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.

-----X

**AMENDED  
COMPLAINT**

10-cv-04334-JFB -ARL

**JURY TRIAL  
DEMANDED**

Plaintiff hereby alleges upon personal knowledge and information and belief as follows:

**NATURE OF THIS ACTION**

1. This action is brought by Plaintiff, a gay man, to recover damages for Defendants' discriminatory and otherwise illegal conduct in, among other things, discharging him because of a homophobic customer.

**THE PARTIES**

2. Plaintiff is a citizen of the State of Missouri.  
3. Defendants Altitude Express, Inc., operating as "Skydive Long Island" in Calverton, New York is a corporation organized under the laws of the State of New York, located in Suffolk County, and operates as a "drop zone," i.e., a place

where individuals can come to Skydive under the close supervision of experienced Skydive instructors.

4. Defendant Ray Maynard is the Chief Executive Officer of Skydive Long Island and, upon information and belief, its sole shareholder. Upon information and belief he is a citizen of New York.

5. Plaintiff is an experienced Tandem and Freefall (i.e., Skydive) instructor, who was an employee at Skydive Long Island for various summers in the last decade until his termination in July 2010.

#### JURISDICTION AND VENUE

6. Jurisdiction is proper pursuant to 28 U.S.C. § 1331 in that this action arises under the Constitution and laws of the United States, among them Title VII of the Civil Rights Act of 1964 as amended and the Fair Labor Standards Act. Jurisdiction is also independently predicated on diversity of citizenship.

7. Venue is properly placed in this district pursuant to 28 U.S.C. § 1391(c) in that Defendants Skydive Long Island is deemed to reside in this judicial district.

#### FACTUAL ALLEGATIONS UNDERLYING PLAINTIFF'S CLAIMS

8. Plaintiff repeats and realleges the allegations set forth in all previous paragraphs as if fully set forth herein.

9. Plaintiff was employed at Altitude Express, Inc., dba Skydive Long Island (hereinafter "Skydive Long Island") as a Tandem & Accelerated Freefall Instructor in the summers of 2001, 2009 and 2010. Altitude Express has approximately 20-30 employees.

10. Plaintiff is has been a licensed instructor in this field since 1995. He has participated in 3500 jumps over the course of his distinguished career.

11. He worked for the defendants in the summers of 2001, 2009 and 2010. Skydiving is a seasonal sport and defendants operate mostly in the warmer weather, although not exclusively so.

12. While employed by Skydive Long Island, plaintiff was expected to be at work, seven days a week, until released.

13. The hours of operation were either 7:30 AM to sunset or 9:30 AM to sunset.

14. Plaintiff was expected not to leave the premises in case a potential customer came, unless it was raining.

15. Although expected to be on the premises approximately twelve (or more) hours per day, plaintiff was only paid per jump.

16. Some days went by when he would be there all day and not make a dime, not even minimum wage for the hours he spent at work at his employer's insistence.

17. A skydive is a forcibly intimate experience, for the safety of the passenger. Novices who yearn for the thrill of a skydive cannot do so on their own, and thus the instructor must strap himself hip-to-hip and shoulder-to-shoulder with the client.

18. Because of this, before they dive, students at Skydive Long Island must sign a release that contains the following language:

If I am making a student jump, I understand that I will be wearing a harness which will need to be adjusted by the jumpmaster. If my jump is a tandem jump, I understand that the tandem master will attach my harness to his and that this will put my body in close proximity to that of the tandem master. I specifically agree to this physical contact between the tandem master and myself.

19. Before the client and the instructor jump out of the plane, the client is typically sitting on the instructor's lap. The experience is typically tense for a novice, who is about to jump out of the plane with a stranger strapped to him or her.

20. Notwithstanding the waiver, in order to break the ice and make the client more comfortable, instructors often make light of the intimate situation by making a joke about it.

21. For example, when a man is strapped to another man, plaintiff witnessed instructors saying something like, "I bet you didn't know you were going to be strapped so close to a man." Plaintiff also heard instructors state, in reference to a budge protruding from the equipment, "That's the straps you're feeling."

22. On more than one occasion, plaintiff heard straight instructors say, jokingly, when strapped to male clients, "Don't worry, I'm a lesbian." Or, when a straight man was strapped to a straight man (especially when his girlfriend was present), the instructor might say, "Does your girlfriend know that you're gay?"

23. This was an openly tolerated form of banter. Plaintiff, as an openly gay man was often the butt of jokes about his sexual orientation. He had mixed feelings about that, but was not troubled when sexual banter was a way of breaking the ice in a tense situation. On occasion, over the years, when he was tightly strapped to a woman he might say something like, "You don't have to worry about us being so close because I'm gay."

24. This was never a problem until one homophobic customer complained about it. On June 18, 2010, plaintiff was suspended for

making this remark to a woman whose name, upon information and belief, is Rosanna.

25. It was known at work that plaintiff is gay and he was open about it. Notwithstanding this, however, the terms and conditions of employment were not the same as compared between plaintiff and other similarly situated employees.

26. Ray Maynard was hostile to any expression of sexual orientation that did not conform to sex stereotypes. Plaintiff has a typically masculine demeanor, but as one example, he criticized plaintiff's wearing of the color pink at work. Women at the workplace were allowed to wear pink, and did without criticism.

27. On one occasion, for example, plaintiff broke his ankle and had to wear a cast. It so happened that the color of the cast plaintiff chose was pink. When Ray saw the pink cast for the first time he scoffed at it and said, "That looks gay!" Later, at a staff meeting he said, "If you're going to remain here for the day, you're going to have to paint that black," pointing to plaintiff's cast. It was not a joke.

28. Plaintiff's toenails were also painted pink, which at the time was plaintiff's preference. Women often wore open-toed sandals to work, as well as pink toenail polish.

29. Additionally, many other instructors were barefoot at the drop zone. When Ray saw plaintiff's pink toenail polish, however, he insisted that plaintiff wear a sock and cover up his foot.

30. Plaintiff would have begrudgingly tolerated these backwards attitudes towards men and their use of certain colors, had plaintiff not been fired for expressing to a customer that he was gay.

31. Ray openly tolerated men discussing women and their physical attributes. Specifically, Ray and the men at the office would ogle at women's breasts, including on videos that the company had procured for passengers who had hired the company for a joy ride skydive with an accompanying video.<sup>1</sup> Men often talked of their sexual exploits, and Ray openly discussed his problematic marriage.

32. Plaintiff mentioning the fact that he is gay to a passenger, however, got him fired.

33. In his termination interview, Ray said that plaintiff was being fired because plaintiff had discussed his "personal escapades" outside of the office with a passenger (Rosanna).

34. This was completely untrue plaintiff merely stated he was gay.

35. Being gay is not an escapade; it is an immutable condition.

---

<sup>1</sup> Customers who hired Altitude were referred to as "passengers."

36. All of the men at Altitude made light of the intimate nature of being strapped to a member of the opposite sex. Plaintiff was fired, however, because the levity he used honestly referred to his sexual orientation and did not conform to the straight male macho stereotype.

37. Mentioning one's sexual orientation is as much a protected activity as mentioning to someone that one is Catholic, Scottish, or Hispanic.

38. Ray also made other statements in defense of his termination of plaintiff, including that plaintiff had allegedly touched Rosanna inappropriately.

39. It is unknown to plaintiff at this writing whether Rosanna actually made this statement, or whether Maynard made it up. Maynard told plaintiff that Rosanna had made such a statement about touching, however, in a written objection to plaintiff's request for unemployment benefits, a representative of Long Island Skydiving - Maynard, upon information and belief, did not mention the touching, but rather that plaintiff had revealed "personal information" about himself to a customer.

40. The "personal information" revealed was that plaintiff is gay;

Maynard argued to the Unemployment Division that this was "misconduct" that should disqualify plaintiff from benefits.

41. Unemployment disagreed and plaintiff was awarded benefits.

Neither Maynard nor Unemployment mentioned anything in connection with the alleged touching, either because it did not happen or, in the alternative, even Maynard did not believe it.

42. Again it is unknown at this writing whether Rosanna actually made this complaint of touching. Assuming she did, the fact that Rosanna would simultaneously complain that plaintiff was gay *and* that he touched her inappropriately underscores the facially pretextual manner of the reason for plaintiff's termination, especially in light of the release that all passengers must sign, acknowledging that they will be in close bodily contact with instructors.

43. Maynard, however, did not even investigate Rosanna's allegations by inquiring of plaintiff's side of the story. He did not question plaintiff about the allegations - again, assuming she made them - but decided to accept them as true because, after all, she was a woman, and therefore would give Maynard cover for firing plaintiff since a woman, in general,

would be more likely to be believed in the context of a complaint about inappropriate touching by a man.

44. Even though there was a videotape of the jump that showed no inappropriate touching, Maynard dismissed said evidence and purposely lost custody of the tape so that plaintiff could not use it in his defense.

45. In all, the allegation of touching, if it were even made by Rosanna, was a false pretext for plaintiff's termination, which happened because of one homophobic customer's complaint about being near a gay person and of because of plaintiff's failure to conform to stereotypical gender roles for men.

46. Maynard knew that plaintiff is a homosexual and would have no motive to touch a female passenger in any manner other than to protect her safety in accordance with proper procedures.

47. Maynard knew that Rosanna had signed a release wherein she knew she would in close bodily contact with an instructor.

48. Maynard's reaction to Rosanna's baseless complaint - without even as much as asking for plaintiff's side of the story -- is an instance of sex stereotyping, insofar as it validates a woman's complaint against a man whereas a man's complaint against a woman - gay or straight -

would never have been accorded any credence in similar circumstances. Ray knew this, yet he was more than happy to use what he knew to be a patently false touching complaint against a man as a pretext for firing for being - and saying - that plaintiff is gay.

49. In the alternative, if Maynard made up the allegation of touching, it was meant to bolster his justification for terminating plaintiff for stating he is gay. Maynard's invoking a sex stereotype - i.e., that a woman who complains of being touched by a man must be believed without investigation - in order to justify an unlawful termination is just as bad as if the sex stereotype originated in Rosanna's mind in order to give credence to her frivolous complaint about being told that someone is gay. Plaintiff now sues for relief.

FIRST CAUSE OF ACTION  
DISCRIMINATION UNDER TITLE VII

50. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

51. Plaintiff was fired because his behavior did not conform to sex stereotypes.

52. Such actions were in violation of Title VII.

53. By virtue of the foregoing, Plaintiff has been damaged.

SECOND CAUSE OF ACTION  
SEXUAL ORIENTATION DISCRIMINATION UNDER THE NEW YORK  
STATE HUMAN RIGHTS LAW

54. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

55. Plaintiff was fired because of his sexual orientation.

56. Such actions were in violation of the Executive Law of the State of New York.

57. By virtue of the foregoing, Plaintiff has been damaged.

THIRD CAUSE OF ACTION  
GENDER DISCRIMINATION UNDER THE NEW YORK STATE HUMAN  
RIGHTS LAW

58. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

59. Plaintiff was fired because his behavior did not conform to sex stereotypes.

60. Such actions were in violation of Title VII.

61. By virtue of the foregoing, Plaintiff has been damaged.

FOURTH CAUSE OF ACTION  
VIOLATION OF THE FLSA

62. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

63. At all times mentioned herein, as limited by the applicable statutes of limitation, Defendants failed to comply with the FLSA, in that Defendants frequently required and permitted Plaintiff to work more than 40 hours per week, but provision was not made by Defendants to pay Plaintiff at the rate of one and one-half times the regular rate for the hours worked in excess of the hours provided for in the FLSA.

64. Additionally, and even assuming defendant was not required to pay time and a half, plaintiff was entitled to a minimum wage at all times he was at the premises waiting for customers.

65. Plaintiff was not paid minimum wage for the time he was required to sit and wait around for potential skydive clients to appear and was illegally paid by the job, as if he were an independent contractor.

66. However, plaintiff was not an independent contractor and was entitled to a minimum wage in addition to whatever fee he would earn for each dive that he took.

67. Most of the records concerning the number of hours and excess hours worked by Plaintiff, are in the exclusive possession and under the sole custody and control of the Defendants.

68. Plaintiff is unable to state at this time the exact amount owing to them at this time, and proposes to obtain such information by

appropriate discovery proceedings to be taken promptly in this cause.

69. Upon information and belief, Defendants is and was at all relevant times herein aware that overtime pay is mandatory for non-exempt employees who work more than 40 hours per week.

70. Upon information and belief, Defendants are and were at all material times herein fully aware that Plaintiff worked more than 40 hours per week without receiving overtime compensation for such additional work and that plaintiff was entitled to a minimum wage for hours not compensated by diving customers.

71. Based upon the foregoing, Defendants, for violating the FLSA, are liable on Plaintiff's first cause of action in an amount to be determined at trial, plus liquidated damages, attorney's fees and costs.

FIFTH CAUSE OF ACTION  
VIOLATION OF THE NEW YORK STATE OVERTIME LAW

72. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

73. At all material times herein Defendants failed to comply with, *inter alia*, NYLL § 663(1) and 12 NYCRR § 142-2.2 in that Plaintiff consistently worked for Defendants in excess of the maximum hours provided by state and federal law, but provision was not made by

Defendants to pay Plaintiff at the rate of one and one-half times the regular rate for the hours worked in excess of the hours provided for by state and federal law.

74. Upon information and belief, Defendants were at all material times herein aware that overtime pay is mandatory for non-exempt employees who work more than 40 hours per week.

75. Upon information and belief, Defendants' non-payment of overtime pay to Plaintiff was willful.

76. Based upon the foregoing, Defendants, for consistently violating New York's Labor Law and its implementing regulations are liable on Plaintiff's second cause of action in an amount to be determined at trial, plus a 25% statutory penalty, attorney's fees and costs.

SIXTH CAUSE OF ACTION  
VIOLATION OF THE NEW YORK MINIMUM WAGE LAW

77. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

78. At all material times herein Defendants failed to comply with, *inter alia*, NYLL § 663(1) and 12 NYCRR § 142-2.1 in that Plaintiff consistently worked for Defendants without being paid even a minimum wage for hours in which there were no paying customers.

79. Upon information and belief, Defendants were at all material times herein aware that minimum wage is mandatory.

80. Upon information and belief, Defendants' non-payment of minimum wages to Plaintiff was willful.

81. Based upon the foregoing, Defendants, for consistently violating New York's Labor Law and its implementing regulations are liable on Plaintiff's second cause of action in an amount to be determined at trial, plus a 25% statutory penalty, attorney's fees and costs.

**WHEREFORE**, Plaintiff demands as follows:

- A. Compensatory damages in excess of the jurisdictional amount required of this court;
- B. Punitive damages;
- C. Cost of suit and attorneys fees;
- D. Liquidated damages;
- E. Such other relief as the Court may deem just and proper.

Dated: New York, New York  
February 22, 2011

\_\_\_\_\_/s/\_\_\_\_\_  
GREGORY ANTOLLINO GA 5950  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street, Suite 802  
New York, NY 10010

# EXHIBIT A(2)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
**DONALD ZARDA,**

Plaintiff,

-against-

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD;**

Defendants.  
-----X

**SECOND  
AMENDED  
COMPLAINT**

10-cv-04334-JFB

**JURY TRIAL  
DEMANDED**

Plaintiff hereby alleges upon personal knowledge and information and belief as follows:

**NATURE OF THIS ACTION**

1. This action is brought by Plaintiff, a gay man, to recover damages for Defendants' discriminatory and otherwise illegal conduct in, among other things, discharging him because of a homophobic customer.

**THE PARTIES**

2. Plaintiff at the time of the filing of this complaint was a citizen of the State of Missouri and is currently a citizen of the State of Texas. The amount in controversy concerning the dispute - including merely those claims that survived summary judgment - exceeds \$75,000.

3. Defendants Altitude Express, Inc., operating as "Skydive Long Island" in Calverton, New York is a corporation organized under the laws of the State of New York, located in Suffolk County, and operates as a "drop zone," i.e., a place where individuals can come to Skydive under the close supervision of experienced Skydive instructors.

4. Defendant Ray Maynard is the Chief Executive Officer of Skydive Long Island and, upon information and belief, its sole shareholder. Upon information and belief he is a citizen of New York.

5. Plaintiff is an experienced Tandem and Freefall (i.e., Skydive) instructor, who was an employee at Skydive Long Island for various summers in the last decade until his termination in July 2010.

#### JURISDICTION AND VENUE

6. Jurisdiction is proper pursuant to 28 U.S.C. § 1331 in that this action arises under the Constitution and laws of the United States, among them Title VII of the Civil Rights Act of 1964 as amended and the Fair Labor Standards Act. Jurisdiction is also independently predicated on diversity of citizenship.

7. Venue is properly placed in this district pursuant to 28 U.S.C. § 1391(c) in that Defendants Skydive Long Island is deemed to reside in this judicial district.

#### FACTUAL ALLEGATIONS UNDERLYING PLAINTIFF'S CLAIMS

8. Plaintiff repeats and realleges the allegations set forth in all previous paragraphs as if fully set forth herein.

9. Plaintiff was employed at Altitude Express, Inc., dba Skydive Long Island (hereinafter "Skydive Long Island") as a Tandem & Accelerated Freefall Instructor in the summers of 2001, 2009 and 2010. Altitude Express has approximately 20-30 employees.

10. Plaintiff is has been a licensed instructor in this field since 1995. He has participated in 3500 jumps over the course of his distinguished career.

11. He worked for the defendants in the summers of 2001, 2009 and 2010. Skydiving is a seasonal sport and defendants operate mostly in the warmer weather, although not exclusively so.

12. While employed by Skydive Long Island, plaintiff was expected to be at work, seven days a week, until released.

13. The hours of operation were either 7:30 AM to sunset or 9:30 AM to sunset.

14. Plaintiff was expected not to leave the premises in case a potential customer came, unless it was raining.

15. Although expected to be on the premises approximately twelve (or more) hours per day, plaintiff was only paid per jump.

16. Some days went by when he would be there all day and not make a dime, not even minimum wage for the hours he spent at work at his employer's insistence.

17. A skydive is a forcibly intimate experience, for the safety of the passenger. Novices who yearn for the thrill of a skydive cannot do so on their own, and thus the instructor must strap himself hip-to-hip and shoulder-to-shoulder with the client.

18. Because of this, before they dive, students at Skydive Long Island must sign a release that contains the following language:

If I am making a student jump, I understand that I will be wearing a harness which will need to be adjusted by the jumpmaster. If my jump is a tandem jump, I understand that the tandem master will attach my harness to his and that this will put my body in close proximity to that of the tandem master. I specifically agree to this physical contact between the tandem master and myself.

19. Before the client and the instructor jump out of the plane, the client is typically sitting on the instructor's lap. The experience is typically tense for a novice, who is about to jump out of the plane with a stranger strapped to him or her.

20. Notwithstanding the waiver, in order to break the ice and make the client more comfortable, instructors often make light of the intimate situation by making a joke about it.

21. For example, when a man is strapped to another man, plaintiff witnessed instructors saying something like, "I bet you didn't know you were going to be strapped so close to a man." Plaintiff also heard instructors state, in reference to a budge protruding from the equipment, "That's the straps you're feeling."

22. On more than one occasion, plaintiff heard straight instructors say, jokingly, when strapped to male clients, "Don't worry, I'm a lesbian." Or, when a straight man was strapped to a straight man (especially when his girlfriend was present), the instructor might say, "Does you're girlfriend know that you're gay?"

23. This was an openly tolerated form of banter. Plaintiff, as an openly gay man was often the butt of jokes about his sexual orientation. He had mixed feelings about that, but was not troubled when sexual banter was a way of breaking the ice in a tense situation. On occasion, over the years, when he was tightly strapped to a woman he might say something like, "You don't have to worry about us being so close because I'm gay."

24. This was never a problem until one homophobic customer complained about it. On June 18, 2010, plaintiff was suspended for

making this remark to a woman whose name, upon information and belief, is Rosanna.

25. It was known at work that plaintiff is gay and he was open about it. Notwithstanding this, however, the terms and conditions of employment were not the same as compared between plaintiff and other similarly situated employees.

26. Ray Maynard was hostile to any expression of sexual orientation that did not conform to sex stereotypes. Plaintiff has a typically masculine demeanor, but as one example, he criticized plaintiff's wearing of the color pink at work. Women at the workplace were allowed to wear pink, and did without criticism.

27. On one occasion, for example, plaintiff broke his ankle and had to wear a cast. It so happened that the color of the cast plaintiff chose was pink. When Ray saw the pink cast for the first time he scoffed at it and said, "That looks gay!" Later, at a staff meeting he said, "If you're going to remain here for the day, you're going to have to paint that black," pointing to plaintiff's cast. It was not a joke.

28. Plaintiff's toenails were also painted pink, which at the time was plaintiff's preference. Women often wore open-toed sandals to work, as well as pink toenail polish.

29. Additionally, many other instructors were barefoot at the drop zone. When Ray saw plaintiff's pink toenail polish, however, he insisted that plaintiff wear a sock and cover up his foot.

30. Plaintiff would have begrudgingly tolerated these backwards attitudes towards men and their use of certain colors, had plaintiff not been fired for expressing to a customer that he was gay.

31. Ray openly tolerated men discussing women and their physical attributes. Specifically, Ray and the men at the office would ogle at women's breasts, including on videos that the company had procured for passengers who had hired the company for a joy ride skydive with an accompanying video.<sup>1</sup> Men often talked of their sexual exploits, and Ray openly discussed his problematic marriage.

32. Plaintiff mentioning the fact that he is gay to a passenger, however, got him fired.

33. In his termination interview, Ray said that plaintiff was being fired because plaintiff had discussed his "personal escapades" outside of the office with a passenger (Rosanna).

34. This was completely untrue plaintiff merely stated he was gay.

35. Being gay is not an escapade; it is an immutable condition.

---

<sup>1</sup> Customers who hired Altitude were referred to as "passengers."

36. All of the men at Altitude made light of the intimate nature of being strapped to a member of the opposite sex. Plaintiff was fired, however, because the levity he used honestly referred to his sexual orientation and did not conform to the straight male macho stereotype.

37. Mentioning one's sexual orientation is as much a protected activity as mentioning to someone that one is Catholic, Scottish, or Hispanic.

38. Ray made another statement in defense of his termination of plaintiff, including that plaintiff had allegedly touched Rosanna inappropriately, but he knew this to be a lie, as plaintiff is gay and Rosanna would have to be touched in order to protect her life.

39. Later, although he could have used the "touching" as a basis to get plaintiff's unemployment benefits denied, he did not and merely alleged that plaintiff should not get unemployment because he provided information of a "personal nature," or words to that effect, to Rosanna.

40. The "personal information" revealed was that plaintiff is gay; Maynard argued to the Unemployment Division that this was "misconduct" that should disqualify plaintiff from benefits.

41. Unemployment disagreed and plaintiff was awarded benefits.

Neither Maynard nor Unemployment mentioned anything in connection

with the alleged touching, either because it did not happen or, in the alternative, even Maynard did not believe it.

42. It is unknown to plaintiff what Rosanna said before this complaint arose, but she did not complain to Maynard, merely said something to her boyfriend, who relayed it to Maynard, who immediately suspended plaintiff and docked his pay because he refunded the boyfriend's money.

43. The fact that Rosanna would simultaneously complain that plaintiff was gay *and* that he touched her inappropriately underscores the facially pretextual manner of this allegation, especially in light of the release that all passengers must sign, acknowledging that they will be in close bodily contact with instructors, and especially since plaintiff was regarded as an excellent skydive instructor, even by Maynard.

44. Maynard, however, did not even investigate Rosanna's allegations by inquiring of plaintiff's side of the story. He did not question plaintiff about the allegations – again, assuming she made them – but decided to accept them as true because, after all, she was a woman, and therefore would give Maynard cover for firing plaintiff since a woman, in general, would be more likely to be believed in the context of a complaint about inappropriate touching by a man.

45. Even though there was a videotape of the jump that showed no inappropriate touching, Maynard dismissed said evidence and purposely lost custody of the tape so that plaintiff could not use it in his defense.

46. In all, the allegation of touching, if it were even made by Rosanna, was a false pretext for plaintiff's termination, which happened because of one homophobic customer's complaint about being near a gay person and of because of plaintiff's failure to conform to stereotypical gender roles for men.

47. Maynard knew that plaintiff is a homosexual and would have no motive to touch a female passenger in any manner other than to protect her safety in accordance with proper procedures.

48. Maynard knew that Rosanna had signed a release wherein she knew she would in close bodily contact with an instructor.

49. Maynard's reaction to Rosanna's alleged complaint -- without even as much as asking for plaintiff's side of the story -- is an instance of sex stereotyping, insofar as it validates a woman's complaint against a man whereas a man's complaint against a woman -- gay or straight -- would never have been accorded any credence in similar circumstances. Ray knew this, yet he was more than happy to use what he knew to be a

patently false touching complaint against a man as a pretext for firing for being – and saying – that plaintiff is gay.

50. In the alternative, if Maynard made up the allegation of touching, it was meant to bolster his justification for terminating plaintiff for stating he is gay. Maynard's invoking a sex stereotype – i.e., that a woman who complains of being touched by a man must be believed without investigation – in order to justify an unlawful termination is just as bad as if the sex stereotype originated in Rosanna's mind in order to give credence to her frivolous complaint about being told that someone is gay. Plaintiff now sues for relief.

FIRST CAUSE OF ACTION  
DISCRIMINATION UNDER TITLE VII

51. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

52. Plaintiff was fired because his behavior did not conform to sex stereotypes and such actions were in violation of Title VII.

53. By virtue of the foregoing, Plaintiff has been damaged.

**SECOND CAUSE OF ACTION**  
**SEXUAL ORIENTATION DISCRIMINATION UNDER THE NEW YORK**  
**STATE HUMAN RIGHTS LAW**

54. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.
55. Plaintiff was fired because of his sexual orientation.
56. Such actions were in violation of the Executive Law of the State of New York.
57. By virtue of the foregoing, Plaintiff has been damaged.

**THIRD CAUSE OF ACTION**  
**GENDER DISCRIMINATION UNDER THE NEW YORK STATE HUMAN**  
**RIGHTS LAW**

58. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.
59. Plaintiff was fired because his behavior did not conform to sex stereotypes.
60. Such actions were in violation of the New York State Human Rights Law.
61. By virtue of the foregoing, Plaintiff has been damaged.

**FOURTH CAUSE OF ACTION**  
**VIOLATION OF THE NEW YORK MINIMUM WAGE LAW**

62. Plaintiff repeats and realleges the allegations set forth in all previous allegations as if fully set forth herein.

63. At all material times herein Defendants failed to comply with, *inter alia*, NYLL § 663(1) and 12 NYCRR § 142-2.1 in that Plaintiff consistently worked for Defendants without being paid even a minimum wage for hours in which there were no paying customers.

64. Upon information and belief, Defendants were at all material times herein aware that minimum wage is mandatory.

65. Upon information and belief, Defendants' non-payment of minimum wages to Plaintiff was willful.

66. Based upon the foregoing, Defendants, for consistently violating New York's Labor Law and its implementing regulations are liable on Plaintiff's second cause of action in an amount to be determined at trial, plus a 100% statutory penalty and/or liquidated damages, attorney's fees and costs.

**WHEREFORE**, Plaintiff demands as follows:

- A. Compensatory damages in excess of the jurisdictional amount required of this court;
- B. Punitive damages;
- C. Cost of suit and attorneys fees;
- D. Liquidated damages;

E. Such other relief as the Court may deem just and proper.

Dated: New York, New York  
March 28, 2014

\_\_\_\_\_/s/\_\_\_\_\_  
GREGORY ANTOLLINO GA 5950  
Attorney for Plaintiff  
275 Seventh Avenue Suite 705  
New York, NY 10001

# EXHIBIT B

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.

-----X

**AMENDED  
INITIAL  
DISCLOSURES**

01 Civ 4334 (JFB)(ARL)

In accordance with Rule 26(a)(1) of the Federal Rules of Civil Procedure, plaintiff hereby provides his initial disclosures. In making these disclosures, plaintiff states that they are based on the information reasonably available to him at this time without waiving any objection as to relevance, materiality or admissibility of evidence in this action. Plaintiff reserves the right at any time to revise, correct, add or clarify the disclosures set forth herein, consistent with Rule 26(e) of the Federal Rules of Civil Procedure.

A. Persons with Knowledge

The following individuals are now known to have discoverable information relevant to the claims and defenses:

The parties, all persons indicated in defendants' initial disclosures and response to interrogatories, any person mentioned in any document tendered in response to a discovery demand, Joanne Maynard, Richard Winstock, Douglas Smith, ~~such persons as who were~~ ~~deposed, and Ira Helfand, a non-expert who will attest to the "garden-variety" emotional distress~~ ~~that plaintiff has suffered.~~ Should the defendant care to depose Mr. Helfand, he is willing to be contacted through the undersigned and the deposition arranged through me at a time convenient time to all parties.

B. Documents

The following documents and categories of documents in plaintiff's possession which may be relevant to the claims and defenses:

~~Such documents as have been and will be provided in response to discovery demands by both sides.~~

C. Computation of Damages.

Plaintiff seeks compensatory damages for pain and suffering, i.e., "garden variety emotional distress" and punitive damages. Such of the aforementioned categories of damages cannot be "computed," but are in the discretion of the jury subject to review by the court.

Plaintiff seeks lost wages calculated as what plaintiff would have earned had he remained employed at the defendant company to the date of trial.

Plaintiff seeks future lost wages (front pay) calculated as what plaintiff would have earned had he remained employed at the defendant company to the date of trial as determined by the trier of fact.

Plaintiff also seeks liquidated damages, which are determined by statute at 25% (state law) and 100% (federal law), unless the federal claim is withdrawn.

Finally, plaintiff seeks costs and attorneys fees which are calculated according to established legal principals depending on the outcome of the litigation, its procedural posture, and such other elements as may be decided by the court.

D. Insurance Agreements

Not applicable.

E. Expert testimony

Plaintiff has tendered such expert, Kenji Yoshino, as he intends to proffer on his claim for sex stereotype discrimination.

Dated: New York, New York  
October 29, 2012



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GREGORY ANTOLLINO  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street Suite 802  
New York, NY 10010  
(212) 334-7397

# EXHIBIT C

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.  
-----X

**RESPONSE TO  
DEMAND FOR  
INTERROGATORIES**

01 Civ 4334 (JFB)(ARL)

**GENERAL OBJECTIONS**

- A. Plaintiff objects to Defendants' First Set of Interrogatories to the extent that they seek to impose upon him obligations or burdens, which are greater than, or inconsistent with, the Federal Rules of Civil Procedure Rule 33.
- B. Plaintiff objects generally to the First Set of Interrogatories on the grounds that they are overly broad and burdensome. Plaintiff has made a good faith effort to respond to the Interrogatories, but reserves the right to object to, and to move to have vacated, all of defendant's Interrogatories.
- C. The following responses and objections are based upon information now known. Plaintiff has not yet completed discovery or preparation for trial in this action and therefore will supplement these responses and objections to the extent permitted.
- D. The interrogatories exceed the 25 (including discreet subparts) allowed by Federal Rule of Civil Procedure 33.
- E. Without waiving these objections and by way of response, Plaintiff provides the following responses.

INTERROGATORY #1: Set forth with particularity and detail any and all efforts on the part of Plaintiff to lodge complaints of alleged gender and/or sexual orientation discrimination with any managerial, supervisory or Human Resources employees of Defendant, from 2001 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years.

INTERROGATORY #2: Identify all individuals employed by Defendant who partook in purported banter or conversation with Defendant's customers and/or clients as described in ¶ 18 of Plaintiffs Complaint.

Ray Maynard  
Carmen M. Villamil Burgos  
Duncan Shaw  
Edward Reiter  
Joe Fortune  
Jordan Miles  
Marko Markovich  
Lauren Callanan  
Meghan Ayers  
Curt Kellinger  
Jerry Hannon  
John Sherman  
Rich Winstock  
Ben Lowe  
Brett Nock  
Michael Gocke Sr.  
Pat Newman  
Shaun Tierney  
Wayne Burell  
Alley Rogers  
Brian Petretti  
Janeen Tierney  
Kevin Gilbert  
Jason Lucas  
Pilot Jim  
John Ciatti? (Campbell)  
Telly Dorizas  
"Willie"  
"Alex"  
Others whose names are not known

INTERROGATORY #3: Set forth with particularity and detail the basis of Plaintiffs belief that “[i]t was known at work that [P]laintiff is gay and he was open about it,” as alleged in ¶ 21 of Plaintiffs Complaint.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Without waiving the objection, plaintiff states as follows:

Because frequent comments, jokes, and at some times discussion regarding my sexuality by not only employees, but also patron jumpers, non-jumpers, friends of jumpers, and around customers without any denial by me about my sexual orientation.

INTERROGATORY #4: Set forth with particularity and detail any and all instances that Ray Maynard demonstrated hostility to expression of “sexual orientation that did not conform to sex stereotypes,” as alleged in ¶ 22 of Plaintiffs Complaint, from 2001 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Without waiving the objection, plaintiff states as follows:

Ray Maynard was hostile to the fact that I chose to wear a pink cast on my foot and that I also had pink colored toenails that were visible outside of the cast. He also openly tolerated banter of a sexual nature on behalf of all male students, who commonly objectified women and made fun of homosexuals. Yet when he learned that I as much as mentioned my being gay to an employee who objected to that knowledge, I was fired. Additionally, he did not so much as ask me to respond to allegations of an alleged inappropriate touching a female passenger,

notwithstanding a complete lack of objective evidence of such touching on the tape of her dive, and notwithstanding the fact that I am homosexual and would have no motive to touch a female passenger in any manner other than to protect her safety in accordance with proper procedures and the release signed by the passenger wherein she knew she would be touched. It is my position in this lawsuit that Maynard's reaction to a baseless complaint of touching by a woman is an instance of sex stereotyping, insofar as it validates a woman's complaint against a man whereas a man's complaint against a woman – gay or straight – would never have been accorded any credence in similar circumstances.

INTERROGATORY #5: Set forth with particularity and detail each and every act of alleged gender discrimination against Plaintiff in connection with Plaintiff's employment with Defendant from 2001 through the present, including but not limited to:

- a) the date and time any alleged instance of discrimination occurred;
- b) the type of discrimination experienced by Plaintiff;
- c) the manner in which Plaintiff was discriminated against;
- d) the individual(s) that discriminated against Plaintiff;
- e) any action taken in response thereto by Plaintiff; and
- f) any action taken in response thereto by Defendant's employees.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Plaintiff further objects on the grounds that "discrimination" is a term of art in this lawsuit that may have a legal connotation and cannot be answered by a lay witness. Without waiving the objection, plaintiff states as follows:

See response to #4. The events involving the cast took place at various times in July and August 2009. The events concerning plaintiff's termination took place in July 2010.

INTERROGATORY #6: Set forth with particularity and detail each and every act of alleged sexual orientation discrimination against Plaintiff in connection with Plaintiff's employment with Defendant from 2001 through the present, including but not limited to:

- a) the date and time any alleged instance of discrimination occurred;
- b) the type of discrimination experienced by Plaintiff;
- c) the manner in which Plaintiff was discriminated against;
- d) the individual(s) that discriminated against Plaintiff;
- e) any action taken in response thereto by Plaintiff; and
- f) any action taken in response thereto by Defendant's employees.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Plaintiff further objects on the grounds that "discrimination" is a term of art in this lawsuit that may have a legal connotation and cannot be answered by a lay witness. Without waiving the objection, plaintiff states as follows:

1. Ray Maynard specifically and very clearly stated during my initial suspension from work meeting with him that I was being suspended because I am gay and the two customers that complained were offended by my stating as much.
  - a. On or about June 21, 2010 immediately following sunset which was at 8:30 PM
  - b. sexual orientation
  - c. verbal scolding and suspension, failure to pay for dive
  - d. Ray Maynard
  - e. inquiry into the adverse action. Immediately consulted the chief instructor and safety and training advisor (Rich Winstock) following the adverse action as I was leaving the premise. Privately discussed the matter that just took place minutes ago in detail and specificity with Rich Winstock in the drop zone classroom.
  - f. Discussed situation with Rich Winstock. Ray barged in opening door and yelled, "ugh, you're in here talking about this" and slammed door as he went away.

2. Ray Maynard terminated plaintiff.
  - a. On or about June 28, 2010
  - b. sexual orientation and gender discrimination
  - c. termination
  - d. Ray Maynard
  - e. EEOC charge and complaint
  - f. unknown
  
3. References to plaintiff's sexual orientation in a derogatory manner by various staff and Ray Maynard.
  - a. Continuously as described above
  - b. sexual orientation
  - c. hostile work environment
  - d. Ray Maynard and other employees, and at least one customer
  - e. Asking employees to stop on occasion; on others, ignoring the comments
  - f. none

① INTERROGATORY #7: Set forth with particularity and detail any and all days Plaintiff worked and did not receive minimum Wage as an employee of Defendant, from 2004 through the present.

Plaintiff did not earn minimum wage during any hour in which he was at the drop zone and not participating in a dive. Plaintiff is not in possession of defendant's records, notwithstanding a release for same and thus cannot answer this question at this juncture, but will do so when records are provided by the employer and he has an opportunity to review them.

① INTERROGATORY #8: Set forth with particularity and detail any and all days Plaintiff worked and did not receive overtime compensations as an employee of Defendant, from 2004 through the present.

Plaintiff is not in possession of defendant's records, notwithstanding a release for same and thus cannot answer this question at this juncture, but will do so when records are provided by the employer and he has an opportunity to review them.

INTERROGATORY #9: Set forth with particularity and detail any and all weeks Plaintiff worked and did not receive overtime compensations as an employee of Defendant.

See response to ¶ 7, 8.

INTERROGATORY #10: Identify with particularity and detail any and all of Plaintiffs accounts, profiles, memberships or postings on all social networking websites or internet communities and forums, from 2004 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for an unwarranted invasion into his privacy.

INTERROGATORY #11: Identify with particularity and detail any and all email addresses and/or instant message screen names utilized by Plaintiff from 2004 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for an unwarranted invasion into his privacy. Without waiving the objection, if defendant wants the email address to which it corresponded to defendant, it should do a search of don@donzarda.com as well as a search of plaintiff's name, Don Zarda or Donald Zarda.

INTERROGATORY #12: Identify all of Plaintiff's employers, including contact information, from 2004 through the present, including but not limited to all sky diving employers.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for an unwarranted invasion into his privacy. Without waiving the objection, Defendant has resumes on file for both professional skydiving and non-skydiving containing

such information that was emailed to defendant over the winters of 2008 and 2009.

Said resumes will be re-produced in this litigation and incorporated herein.

INTERROGATORY #13: Identify with particularity and detail Plaintiffs claims for damages for lost wages, failure to pay overtime compensation, failure to pay minimum wage, lost benefits, or other economic damages, specifically:

- a) the total amount claimed for each claim;
- b) information used to calculate the amount of each claim; and
- c) the method of calculation for those damages.

Plaintiff is not in possession of defendant's records, notwithstanding a release for same and thus cannot answer this question at this juncture, but will do so when records are provided by the employer and he has an opportunity to review them.

INTERROGATORY #14: Identify with particularity and detail any other damages that Plaintiff claims were caused by Defendant and have not already been described in response to these interrogatories, specifically:

- a) the type of damage;
- b) the total amount claimed, and;
- c) the method of calculation of these damages.

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

INTERROGATORY #15: Identify any and all individual(s) with knowledge and/or information concerning the allegations in Plaintiffs Complaint. For each individual identified, provide:

- a) contact information for the individual(s);
- b) the knowledge and/or information possessed by each individual(s).

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

**INTERROGATORY #16:** Identify any employment positions that Plaintiff has held since 2004, including (a) the identity of each such employer; (b) the length of time Plaintiff has been employed at each such place of employment; (c) the date the employment commenced; (d) the dates of and reasons for any period of separation from that employment; (e) Plaintiffs job title, duties and responsibilities, and immediate supervisor at each place of employment; (f) Plaintiffs rate of pay at the time each employment commenced and the date and amount of all increases in that rate of pay; and (g) a detailed description of, and the monetary value of, all other forms of compensation and fringe benefits received by Plaintiff from each employer including, but not limited to, bonuses, commissions, expense reimbursements, and medical and pension benefits

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

**INTERROGATORY #17:** Identify any of Plaintiffs additional sources of income (Whether or not reported as taxable income and including, but not limited to, income earned while performing services as an independent contractor, self-employed or as a sole proprietor of a business or as a partner in a partnership, unemployment compensation, workers' compensation, severance pay, deferred

wages, medical payments or benefits, vacation pay, pension benefits, social security benefits, and disability benefits) which Plaintiff has received from 2004 to the present, including, for each source of income: (a) the nature, source and amount of the income (including the initial rate of payment and the amount of all subsequent increases ); (b) the dates of commencement and termination of each source of income; and (c) the reason, if any, for termination of the income.

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

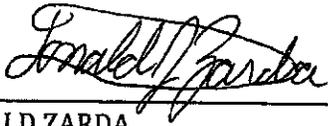
Dated: New York, New York  
January 24, 2011



GREGORY ANTOLLINO  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street Suite 802  
New York, NY 10010  
(212) 334-7397

DONALD ZARDA, does hereby declare under penalty of perjury that I have reviewed the answers to interrogatories attached hereto and state that they are true to the best of my knowledge.

Dated: January 24, 2011  
Richmond, Missouri



\_\_\_\_\_  
DONALD ZARDA

# EXHIBIT D

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.

-----X

**GENERAL OBJECTIONS**

A. Plaintiff objects to Defendants' First Set of Interrogatories to the extent that they seek to impose upon him obligations or burdens, which are greater than, or inconsistent with, the Federal Rules of Civil Procedure Rule 33.

B. Plaintiff objects generally to the First Set of Interrogatories on the grounds that they are overly broad and burdensome. Plaintiff has made a good faith effort to respond to the Interrogatories, but reserves the right to object to, and to move to have vacated, all of defendant's Interrogatories.

C. The following responses and objections are based upon information now known. Plaintiff has not yet completed discovery or preparation for trial in this action and therefore will supplement these responses and objections to the extent permitted.

D. The interrogatories exceed the 25 (including discreet subparts) allowed by Federal Rule of Civil Procedure 33.

E. Without waiving these objections and by way of response, Plaintiff provides the following responses.

**INTERROGATORY #1:** Set forth with particularity and detail any and all efforts on the part of Plaintiff to lodge complaints of alleged gender and/or sexual orientation discrimination with any managerial, supervisory or Human Resources employees of Defendant, from 2001 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years.

**INTERROGATORY #2:** Identify all individuals employed by Defendant who partook in purported banter or conversation with Defendant's customers and/or clients as described in ¶ 18 of Plaintiffs Complaint.

Ray Maynard  
Carmen M. Villamil Burgos  
Duncan Shaw  
Edward Reiter  
Joe Fortune  
Jordan Miles  
Marko Markovich  
Lauren Callanan  
Meghan Ayers  
Curt Kellinger  
Jerry Hannon  
John Sherman  
Rich Winstock  
Ben Lowe  
Brett Nock  
Michael Gocke Sr.  
Pat Newman  
Shaun Tierney  
Wayne Burell  
Alley Rogers  
Brian Petretti  
Janeen Tierney  
Kevin Gilbert  
Jason Lucas  
Pilot Jim  
John Ciatti? (Campbell)  
Telly Dorizas  
"Willie"  
"Alex"  
Others whose names are not known

**INTERROGATORY #3:** Set forth with particularity and detail the basis of Plaintiffs belief that “[i]t was known at work that [P]laintiff is gay and he was open about it,” as alleged in ¶ 21 of Plaintiffs Complaint.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Without waiving the objection, plaintiff states as follows:

Because frequent comments, jokes, and at some times discussion regarding my sexuality by not only employees, but also patron jumpers, non-jumpers, friends of jumpers, and around customers without any denial by me about my sexual orientation. The discussion about plaintiff's sexuality was constant and too numerous to recount in an interrogatory.

See, however, for example, the constant reference to plaintiff's sexual orientation in the emails from Marko Markovich, in plaintiff's document production Bates Stamped 100-174 and in other interrogatories herein.

**INTERROGATORY #4:** Set forth with particularity and detail any and all instances that Ray Maynard demonstrated hostility to expression of “sexual orientation that did not conform to sex stereotypes,” as alleged in ¶ 22 of Plaintiffs Complaint, from 2001 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Without waiving the objection, plaintiff states as follows:

Ray Maynard was hostile to the fact that I chose to wear a pink cast on my foot and that I also had pink colored toenails that were visible outside of the cast. He also openly tolerated banter of a sexual nature on behalf of all male students, who

commonly objectified women and made fun of homosexuals and made constant reference to my homosexuality. Yet when he learned that I as much as mentioned my being gay to an employee who objected to that knowledge, I was fired.

Additionally, he did not so much as ask me to respond to allegations of an alleged inappropriate touching a female passenger, notwithstanding a complete lack of objective evidence of such touching on the tape of her dive, and notwithstanding the fact that I am homosexual and would have no motive to touch a female passenger in any manner other than to protect her safety in accordance with proper procedures and the release signed by the passenger wherein she knew she would be touched. It is my position in this lawsuit that Maynard's reaction to a baseless complaint of touching by a woman is an instance of sex stereotyping, insofar as it validates a woman's complaint against a man whereas a man's complaint against a woman - gay or straight - would never have been accorded any credence in similar circumstances.

Additionally, upon information and belief, Maynard acted upon the complaint not so much of Rosanna but her boyfriend, who apparently lamented that Rosanna's birthday was "taken from her" because plaintiff told Rosanna that he was gay. Maynard, in terminating plaintiff, made the statement that the boyfriend "could never give his fiancé back her birthday," a maudlin, bigoted sentiment that conveys an attitude that Rosanna, a woman, was helpless and needed to be "protected against" a gay person and that her birthday was ruined because she was exposed to a homosexual who publicly identified as such.

Additionally, Maynard's belief that my identification as a gay person was an offense justifying termination is an instance of his hostility toward a gender stereotype and a hostility toward plaintiff as a gay man.

Additionally, on or about July 2, 2009, when I broke my ankle coming down from a jump, Ray asked me, "are you going to be a wussie or what?" The word "wussie" I understand to mean a male person who is less than "manly." The comment in the context of breaking my ankle I understood to mean, as it only could have, that I should "man up," and endure the pain. I believe he did not want me to cause his business any expense, and he intended to guilt me into ignoring the pain by suggesting that to attend to it would be less than manly.

**INTERROGATORY #5: Set forth with particularity and detail each and every act of alleged gender discrimination against Plaintiff in connection with Plaintiffs employment with Defendant from 2001 through the present, including but not limited to:**

- a) the date and time any alleged instance of discrimination occurred;
- b) the type of discrimination experienced by Plaintiff;
- c) the manner in which Plaintiff was discriminated against;
- d) the individual(s) that discriminated against Plaintiff;
- e) any action taken in response thereto by Plaintiff; and
- f) any action taken in response thereto by Defendant's employees.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Plaintiff further objects on the grounds that "discrimination" is a term of art in this lawsuit that may have a legal connotation and cannot be answered by a lay witness. Without waiving the objection, plaintiff states as follows:

See response to #4. A) The events involving the cast and toenails took place at various times in July and August 2009 at SDLI. The events concerning plaintiff's termination took place in June 2010. B) The type of discrimination is outlined in the interrogatory - gender discrimination, therefore this subpart has already been limited by the question. C) This request is vague and impossible to answer. It is impossible to determine what is meant by "manner." Without waiving the objection, these statements reflect animosity toward any expression of behavior that did not conform to Maynard's belief as to stereotypical gender roles. The suspension, termination was the outward manifestations of discrimination, as well as Maynard's hostile manner and his withholding (conversion), for a period of a week, of plaintiff's pay because of the complaint. D) Maynard and Altitude Express. E) Filing this suit. F) Unknown at this time.

**INTERROGATORY #6: Set forth with particularity and detail each and every act of alleged sexual orientation discrimination against Plaintiff in connection with Plaintiff's employment with Defendant from 2001 through the present, including but not limited to:**

- a) the date and time any alleged instance of discrimination occurred;
- b) the type of discrimination experienced by Plaintiff;
- c) the manner in which Plaintiff was discriminated against;
- d) the individual(s) that discriminated against Plaintiff;
- e) any action taken in response thereto by Plaintiff; and
- f) any action taken in response thereto by Defendant's employees.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for a narrative covering a period of nearly ten years. Plaintiff further objects on the grounds that "discrimination" is a term of art in this lawsuit that may have a legal connotation

and cannot be answered by a lay witness. Without waiving the objection, plaintiff

states as follows:

1. Ray Maynard specifically and very clearly stated during my initial suspension from work meeting with him that I was being suspended because I am gay and the two customers that complained were offended by my stating as much.
  - a. On or about June 21, 2010 immediately following sunset which was at 8:30 PM
  - b. sexual orientation
  - c. verbal scolding and suspension, failure to pay for dive (conversion of funds due to plaintiff)
  - d. Ray Maynard
  - e. inquiry into the adverse action. Immediately consulted the chief instructor and safety and training advisor (Rich Winstock) following the adverse action as I was leaving the premise. Privately discussed the matter that just took place minutes ago in detail and specificity with Rich Winstock in the drop zone classroom.
  - f. Discussed situation with Rich Winstock. Ray barged in opening door and yelled, "ugh, you're in here talking about this" and slammed door as he went away.
  
2. Ray Maynard terminated plaintiff.
  - a. On or about June 28, 2010
  - b. sexual orientation and gender discrimination
  - c. termination
  - d. Ray Maynard
  - e. EEOC charge and complaint
  - f. unknown
  
3. Ray Maynard acted on the complaint of a person intolerant of homosexuality.

a-f: as set forth above in ¶¶ 1, 2
  
4. References to plaintiff's sexual orientation in a derogatory manner by various staff and Ray Maynard.
  - a. Continuously as described above: Too numerous to remember in particular. Constantly. For example, without limiting my response in any manner: the word "gay" was used often, usually as a pejorative often, in my presence. I was often the butt of jokes when men were talking about their girlfriends or other women. My sexual orientation was constantly referred to. I was constantly told that I would be interested in certain straight men, when I had no interest in them because they were straight. I was also stereotypically grouped together with all LGBT people insofar as, if a person were gay, it was pointed out to me, and it was assumed that I would be romantically interested in that person. On one occasion, at Neptune's, a bar on Long

Island where the staff had an after hours party, a transvestite was there and I was goaded into approaching him and asked to take pictures with her. The staff who suggested it thought it was comedic. I thought it was insulting.

- b. sexual orientation
- c. hostile work environment
- d. Ray Maynard and other employees, and at least one customer
- e. Asking employees to stop on occasion; on others, ignoring the comments
- f. None that plaintiff is aware of

**INTERROGATORY #7: Set forth with particularity and detail any and all days Plaintiff worked and did not receive minimum Wage as an employee of Defendant, from 2004 through the present.**

Plaintiff did not earn minimum wage during any hour in which he was at the drop zone and not participating in a dive. Plaintiff is not in possession of defendant's records, notwithstanding a release for same and thus cannot answer this question at this juncture, but will do so when records are provided by the employer and he has an opportunity to review them.

**INTERROGATORY #8: Set forth with particularity and detail any and all days Plaintiff worked and did not receive overtime compensations as an employee of Defendant, from 2004 through the present.**

Plaintiff is not in possession of defendant's records, notwithstanding a release for same and thus cannot answer this question at this juncture, but will do so when records are provided by the employer and he has an opportunity to review them.

**INTERROGATORY #9: Set forth with particularity and detail any and all weeks Plaintiff worked and did not receive overtime compensations as an employee of Defendant.**

See response to ¶ 7, 8.

**INTERROGATORY #10: Identify with particularity and detail any and all of Plaintiffs accounts, profiles, memberships or postings on all social networking websites or internet communities and forums, from 2004 through the present.**

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for an unwarranted invasion into his privacy. Without waiving the objection, plaintiff has an account on Facebook and on dropzone.com.

**INTERROGATORY #11:** Identify with particularity and detail any and all email addresses and/or instant message screen names utilized by Plaintiff from 2004 through the present.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for an unwarranted invasion into his privacy. Without waiving the objection, don@donzarda.com and dgzarda@gmail.com. Plaintiff does not use IM's.

**INTERROGATORY #12:** Identify all of Plaintiff's employers, including contact information, from 2004 through the present, including but not limited to all sky diving employers.

Plaintiff objects on the grounds that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence and calls for an unwarranted invasion into his privacy. Without waiving the objection, Defendant has resumes on file for both professional skydiving and non-skydiving containing such information that was emailed to defendant over the winters of 2008 and 2009. Said resumes will be re-produced in this litigation and incorporated herein.

**INTERROGATORY #13:** Identify with particularity and detail Plaintiffs claims for damages for lost wages, failure to pay overtime compensation, failure to pay minimum wage, lost benefits, or other economic damages, specifically:

- a) the total amount claimed for each claim;
- b) information used to calculate the amount of each claim; and
- c) the method of calculation for those damages.

Plaintiff is not in possession of defendant's records, notwithstanding a release for same and thus cannot answer this question at this juncture, but will do so when records are provided by the employer and he has an opportunity to review them.

**INTERROGATORY #14: Identify with particularity and detail any other damages that Plaintiff claims were caused by Defendant and have not already been described in response to these interrogatories, specifically:**

- a) the type of damage;
- b) the total amount claimed, and;
- c) the method of calculation of these damages.

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

Without waiving the objection: See initial disclosures.

**INTERROGATORY #15: Identify any and all individual(s) with knowledge and/or information concerning the allegations in Plaintiffs Complaint. For each individual identified, provide:**

- a) contact information for the individual(s);
- b) the knowledge and/or information possessed by each individual(s).

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the

fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence. Without waiving the objection: See initial disclosures, and response to interrogatory # 2, both of which plaintiff will amend if required.

**INTERROGATORY #16:** Identify any employment positions that Plaintiff has held since 2004, including (a) the identity of each such employer; (b) the length of time Plaintiff has been employed at each such place of employment; (c) the date the employment commenced; (d) the dates of and reasons for any period of separation from that employment; (e) Plaintiffs job title, duties and responsibilities, and immediate supervisor at each place of employment; (f) Plaintiffs rate of pay at the time each employment commenced and the date and amount of all increases in that rate of pay; and (g) a detailed description of, and the monetary value of, all other forms of compensation and fringe benefits received by Plaintiff from each employer including, but not limited to, bonuses, commissions, expense reimbursements, and medical and pension benefits

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

**INTERROGATORY #17:** Identify any of Plaintiffs additional sources of income (Whether or not reported as taxable income and including, but not limited to, income earned while performing services as an independent contractor, self-employed or as a sole proprietor of a business or as a partner in a partnership, unemployment compensation, workers' compensation, severance pay, deferred wages, medical payments or benefits, vacation pay, pension benefits, social security benefits, and disability benefits) which Plaintiff has received from 2004 to the present, including, for each source of income: (a) the nature, source and amount of the income (including the initial rate of payment and the amount of all subsequent increases ); (b) the dates of commencement and termination of each source of income; and (c) the reason, if any, for termination of the income.

Plaintiff objects on the grounds that this interrogatory brings the defendant into a number (including subparts) exceeding the allowable maximum under Rule 33 of the Federal Rules of Civil Procedure. If the defendant obtains permission to seek interrogatories in excess of the amount permissible by the rule, plaintiff reserves the right to assert additional objections, including but not limited to the fact that the demand is overly broad, unduly burdensome, not calculated to lead to admissible evidence.

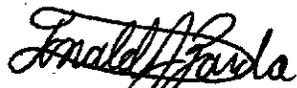
Dated: New York, New York  
April 7, 2011



GREGORY ANTOLLINO  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street Suite 802  
New York, NY 10010  
(212) 334-7397

**DONALD ZARDA, does hereby declare under penalty of perjury that I have reviewed the answers to interrogatories attached hereto and state that they are true to the best of my knowledge.**

**Dated: April 7, 2011  
Richmond, Missouri**



---

**DONALD ZARDA**

**Subject: Interrogatories**

**Date:** Friday, April 8, 2011 5:07 PM

**From:** Gregory Antollino <gregory10010@verizon.net>

**To:** "'Saul D. Zabeli'" <szabell@laborlawsny.com>

I deem my supplementary disclosures complete.

Gregory Antollino, Esq.  
18-20 West 21st Street, Suite 802  
New York, NY 10010  
(212) 334-7397  
[www.antollino.com](http://www.antollino.com)

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

AMENDED  
RESPONSE TO  
DEMAND FOR  
INTERROGATORIES

DONALD ZARDA,

Plaintiff,

10 Civ 4334 (JFB)(ARL)

ALTITUDE EXPRESS INC.,  
dba Skydive Long Island, and RAY MAYNARD,

Defendants.

GENERAL OBJECTIONS

- A. Plaintiff objects to Defendants' First Set of Interrogatories to the extent that they seek to impose upon him obligations or burdens, which are greater than, or inconsistent with, the Federal Rules of Civil Procedure Rule 33.
- B. Plaintiff objects generally to the First Set of Interrogatories on the grounds that they are overly broad and burdensome. Plaintiff has made a good faith effort to respond to the Interrogatories, but reserves the right to object to, and to move to have vacated, all of defendant's interrogatories.
- C. The following responses and objections are based upon information now known. Plaintiff has not yet completed discovery or preparation for trial in this action and therefore will supplement these responses and objections to the extent permitted.
- D. The interrogatories exceed the 25 (including discreet subparts) allowed by Federal Rule of Civil Procedure 33.
- E. Without waiving these objections and by way of response, Plaintiff provides the following responses.

# EXHIBIT E

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.

-----X

**SUPPLEMENTAL  
RESPONSE TO  
DEMAND FOR  
INTERROGATORIES**

10 Civ 4334 (JFB)

Plaintiff hereby supplements ¶¶ 4 and 6 of the defendants demand for interrogatories as follows:

A comment was made in the aircraft on the date of Rosanna Orellana's and David Kengle's skydive to the effect that some employee other than plaintiff made a reference to Kengle's girlfriend (Orellana's) being "strapped to another guy" in order to joke about the physical contact between a man and a woman (Don Zarda and Rosana Orellana). The purpose of the comment was to lighten the moment by making a false representation that Zarda and Orellana were engaged in romantic touching and Orellana was being unfaithful to Kengle. Although this intended as a joke, it was based on the false presumption and the sex stereotype that plaintiff, as a man, was heterosexual and would have any interest in Ms. Orellana. Plaintiff used his judgment in identifying his sexual orientation both in the attempt to make Orellana more comfortable that he had no interest in her, and to remove himself from the stereotype that a man would be interested in a woman sexually. He was suspended, fired, refused rehire and had his pay taken away from him for a week as a result of not simply identifying himself as homosexual, but to remove himself from

the stereotype that a man whose sexuality is not obvious is presumed to be physically interested in a woman.

Dated: New York, New York  
January 31, 2012



GREGORY ANTOLLINO

DONALD ZARDA, does hereby declare under penalty of perjury that I have reviewed the amended interrogatory attached hereto and state that they are true to the best of my knowledge.

Dated: January 31 2012  
Dallas, Texas



DONALD ZARDA

# EXHIBIT F

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.  
-----X

**RESPONSE TO  
REQUEST FOR  
ADMISSIONS**

01 Civ 4334 (JFB)(ARL)

Plaintiff responds to defendants' request for admissions as follows:

1. Admit that Plaintiff was an employee of Defendant in 2001.

Plaintiff admits only to performing duties at Skydive Long Island on a cash basis in 2001:

2. Admit that Plaintiff was an employee of Defendant in 2009.

Admitted.

3. Admit that Plaintiff was an employee of Defendant in 2010.

Admitted.

4. Admit that in 2001, Plaintiff expressed to Defendant's employees that he is gay.

Admitted.

5. Admit that in 2001, Plaintiff expressed to Ray Maynard that he is gay.

Denied.

6. Admit that in 2009, before working for Defendant, Plaintiff expressed to Defendant's employees that he is gay.

Plaintiff objects on the grounds that he cannot answer this without reference to the particular employee and or what is meant by the vague formulation "before working for

Defendant.” Therefore, without a more precisely formulated request, it cannot be answered.

7. Admit that in 2009, before working for Defendant, Plaintiff expressed to Ray Maynard that he is gay.

Plaintiff does not recall discussing his being gay with Maynard in 2009 therefore the request for admission must be denied.

8. Admit that in 2010, before working for Defendant, Plaintiff expressed to Defendant’s employees that he is gay.

Plaintiff objects on the grounds that he cannot answer this without reference to the particular employee and or what is meant by the vague formulation “before working for Defendant.” Therefore, without a more precisely formulated request, it cannot be answered.

9. Admit that in 2010, before working for Defendant, Plaintiff expressed to Ray Maynard that he is gay.

Denied.

10. Admit that in 2001 , Plaintiff worked for Defendant as a seasonal employee.

Objection on the grounds that seasonal is undefined and may be a legal term and therefore the request for admission cannot be answered.

11. Admit that in 2009, Plaintiff worked for Defendant as a seasonal employee.

Objection on the grounds that seasonal is undefined and may be a legal term and therefore the request for admission cannot be answered.

12. Admit that in 2010, Plaintiff worked for Defendant as a seasonal employee.

Objection on the grounds that seasonal is undefined and may be a legal term and therefore the request for admission cannot be answered.

13. Admit that in 2001, Plaintiff did not work for Defendant for a full calendar year.

Admitted.

14. Admit that in 2009, Plaintiff did not work for Defendant for a full calendar year.

Admitted.

15. Admit that in 2010, Plaintiff did not work for Defendant for a full calendar year

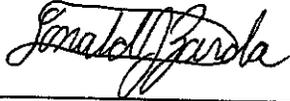
Admitted.

Dated: New York, New York  
January 21, 2011

  
\_\_\_\_\_  
GREGORY ANTOLLINO  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street Suite 802  
New York, NY 10010  
(212) 334-7397

DONALD ZARDA, does hereby declare under penalty of perjury that I have reviewed the answers to the requests for admission attached hereto and state that they are true to the best of my knowledge.

Dated: January 20, 2011,  
Richmond, Missouri



---

DONALD ZARDA

# EXHIBIT G

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.  
-----X

**SUPPLEMENTAL  
RESPONSE TO  
REQUEST FOR  
ADMISSIONS**

01 Civ 4334 (JFB)(ARL)

Plaintiff responds to defendants' request for admissions as follows:

1. Admit that Plaintiff was an employee of Defendant in 2001.

Plaintiff admits only to performing duties at Skydive Long Island on a cash basis in 2001.

2. Admit that Plaintiff was an employee of Defendant in 2009.

Admitted.

3. Admit that Plaintiff was an employee of Defendant in 2010.

Admitted.

4. Admit that in 2001, Plaintiff expressed to Defendant's employees that he is gay.

Admitted.

5. Admit that in 2001, Plaintiff expressed to Ray Maynard that he is gay.

Denied.

6. Admit that in 2009, before working for Defendant, Plaintiff expressed to Defendant's employees that he is gay.

Plaintiff objects on the grounds that he cannot answer this without reference to the particular employee and or what is meant by the vague formulation "before working for

Defendant.” Therefore, without a more precisely formulated request, it cannot be answered.

7. Admit that in 2009, before working for Defendant, Plaintiff expressed to Ray Maynard that he is gay.

Plaintiff does not recall discussing his being gay with Maynard in 2009 therefore the request for admission must be denied.

8. Admit that in 2010, before working for Defendant, Plaintiff expressed to Defendant’s employees that he is gay.

Plaintiff objects on the grounds that he cannot answer this without reference to the particular employee and or what is meant by the vague formulation “before working for Defendant.” Therefore, without a more precisely formulated request, it cannot be answered.

9. Admit that in 2010, before working for Defendant, Plaintiff expressed to Ray Maynard that he is gay.

Denied.

10. Admit that in 2001, Plaintiff worked for Defendant as a seasonal employee.

Objection on the grounds that seasonal is undefined and may be a legal term and therefore the request for admission cannot be answered. Without waiving the objection, plaintiff admits he worked only the summer of 2001.

11. Admit that in 2009, Plaintiff worked for Defendant as a seasonal employee.

Objection on the grounds that seasonal is undefined and may be a legal term and therefore the request for admission cannot be answered. Without waiving the objection, plaintiff admits he worked only the summer of 2009.

12. Admit that in 2010, Plaintiff worked for Defendant as a seasonal employee.

Objection on the grounds that seasonal is undefined and may be a legal term and therefore the request for admission cannot be answered. Without waiving the objection, plaintiff admits he worked only a portion of the summer of 2010.

13. Admit that in 2001, Plaintiff did not work for Defendant for a full calendar year.

Admitted.

14. Admit that in 2009, Plaintiff did not work for Defendant for a full calendar year.

Admitted.

15. Admit that in 2010, Plaintiff did not work for Defendant for a full calendar year

Admitted.

Dated: New York, New York  
March 25, 2011



GREGORY ANTOLLINO  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street Suite 802  
New York, NY 10010  
(212) 334-7397

DONALD ZARDA, does hereby declare under penalty of perjury that I have reviewed the answers to the requests for admission attached hereto and state that they are true to the best of my knowledge.

Dated: March 27, 2011,  
Richmond, Missouri



\_\_\_\_\_  
DONALD ZARDA

# EXHIBIT H

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
**DONALD ZARDA,**

Plaintiff,

**ALTITUDE EXPRESS, INC.,  
dba Skydive Long Island, and RAY MAYNARD,**

Defendants.  
-----X

**RESPONSE TO  
2<sup>nd</sup> REQUEST FOR  
ADMISSIONS**

01 Civ 4334 (JFB)(ARL)

Plaintiff responds to defendants' request for admissions as follows:

1. Plaintiff admits that the documents attached to Exhibit A appears to be authentic.
2. Plaintiff admits only that Exhibit B appears to be a partial copy (cut off and not containing a reverse side) of a check that Ray Maynard gave plaintiff after changing his mind about docking his pay a week earlier.
3. Plaintiff admits that Exhibit C is an authentic portion of an email that he produced in discovery, but it is incomplete.
4. Plaintiff admits that with the exception of the date and Bates stamp on the bottom, Exhibit D is authentic.
5. Plaintiff can only admit that Exhibit E appears to be an authentic but not up-to-date transcript of plaintiff's tenure at Embry Riddle University.
6. Plaintiff can neither admit nor deny that Exhibit F is authentic because he did not produce it and he had never seen it until this litigation.

Def. Exh. H

2

7. Plaintiff can neither admit nor deny that Exhibit G is authentic because he did not produce it and he had never seen it until this litigation.

Dated: New York, New York  
January 18, 2012



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GREGORY ANTOLLINO  
Attorney for Plaintiff  
18-20 West 21<sup>st</sup> Street Suite 802  
New York, NY 10010  
(212) 334-7397

DONALD ZARDA, does hereby declare under penalty of perjury that I have reviewed the answers to the requests for admission attached hereto and state that they are true to the best of my knowledge.

Dated: January 18, 2012  
Dallas, Texas



---

DONALD ZARDA

# EXHIBIT I

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF NEW YORK )

DONALD J. ZARDA, being duly sworn, does hereby depose and say as follows in support of my charge of gender discrimination:

1. I was employed at Altitude Express, Inc., dba Skydive Long Island (hereinafter "Altitude") as a Tandem & Accelerated Freefall Instructor in the summers of 2001, 2009 and 2010. Altitude Express has approximately 20-30 employees. I've been a licensed instructor in this field since 1995.

2. I am a male and also a gay man. I am ~~not~~ making this charge on the grounds that I was discriminated on the grounds of my sexual orientation. Rather, I am making this charge because, in addition to being discriminated against because of my sexual orientation, I was also discriminated against because of my gender. My claim is because I did not conform my appearance and behavior to sex stereotypes, I suffered adverse employment action, and was discriminated against, at least in part because of my sex.

3. Specifically, it was known at work that I am gay and I was open about it. My boss, however, the owner of Altitude, Ray Maynard, was hostile to any expression of my sexual orientation that did not conform to sex stereotypes, to wit: First, he criticized my wearing of the color pink at work. Women at the workplace were allowed to wear pink, and did without criticism. However, I was not given the same right.

4. On one occasion, I broke my ankle and had to wear a cast. It so happened that the color of the cast I chose was pink. When Ray saw the pink cast for

the first time he scoffed at it and said, "That looks gay." Later, at a staff meeting he said, "If you're going to remain here for the day, you're going to have to paint that black," pointing to my cast

5. I left for the day then came back on another occasion. I had not painted the cast black as requested, however, because my foot was exposed, he was able to see my toenails were as well, which were painted pink. At the time, that was my preference. Women often wore open toe sandals at work, and I am certain I saw women wearing pink toenail polish. Additionally, many other instructors were barefoot at the drop zone. When Ray saw my pink toenail polish, however, he insisted that I wear a sock and cover up my foot.

6. Ray openly tolerated men discussing women and their physical attributes. Specifically, Ray and the men at the office would ogle at women's breasts, including on videos that the company had procured for passengers who had hired the company for a joy ride skydive with an accompanying video.<sup>1</sup> Men often talked of their sexual exploits, and Ray openly discussed his marriage. My mentioning the fact that I was gay to a passenger, however, got me fired, as I will explain.

7. A skydive is an intimate experience. The instructor must strap himself hip to hip and shoulder to shoulder with the client. Before the client and the instructor jump out of the plane, the client is often sitting on the instructor's lap. The experience is tense for a novice, who is about to jump out of the plane with a stranger strapped to him or her. In order to break the ice, instructors often make light of the intimate situation by making a joke about it.

---

<sup>1</sup> Customers who hired Altitude were referred to as "passengers."

8. For example, when a man is strapped to another man, an instructor might say something like, "I bet you didn't know you were going to be strapped so close to a man." "This is awkward for me, too." "That's the straps you're feeling" (referring to a bulge).

9. On more than one occasion, I heard a straight man even say, jokingly, "Don't worry, I'm a lesbian," when strapped with men; or, when a straight man was strapped to a straight man (especially when his girlfriend was present), "Does you're girlfriend know that you're gay?"

10. My way of breaking the ice, on occasion over the years, when I was strapped with a woman was to say, "Don't worry, I'm gay." On June 18, 2010, I was suspended for making this remark to a woman (I believe her name was Rosanna). Ray intimated that either she or her boyfriend (or both of them) were offended because of it.

11. In my termination interview, Ray said that I was fired because I had discussed my "personal escapades" outside of the office with a passenger (Rosanna). This was completely untrue. All of the men at Altitude made light of the intimate nature of being strapped to a member of the opposite sex. I was fired, however, because the levity I used honestly referred to my sexual orientation and did not conform to the straight male macho stereotype.

12. Ray also made other statements in defense of his termination of me, including, most incredibly, that I had touched Rosanna inappropriately. These reasons, however, were a false pretext for my termination which happened because of my failure to conform to stereotypical gender roles for men.

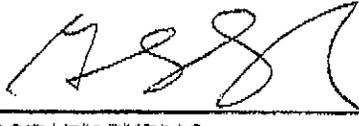
Dated: New York, New York  
July 12, 2010



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DONALD ZARDA

SWORN TO BEFORE ME ON July 12, 2010



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NOTARY PUBLIC

**GREGORY S. ANTOLLINO**  
Notary Public, State of New York  
No. 02AN5064758  
Qualified in New York County  
Commission Expires 8/26/ 10

# EXHIBIT J



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
New York District Office

33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004-2112  
For General Information: (800) 669-4000  
TTY: (800)-669-6820  
District Office: (212) 336-3630  
General FAX: (212) 336-3625

Donald J. Zarda  
P.O. Box 312  
Richmond, MO 64085-0312  
Brpx, NY 10453

**Re: Donald Zarda v. Altitude Express, Inc/D/B/A Skydive Long Island.  
EEOC Charge No: 520-2010-02921**

Dear Mr. Zarda:

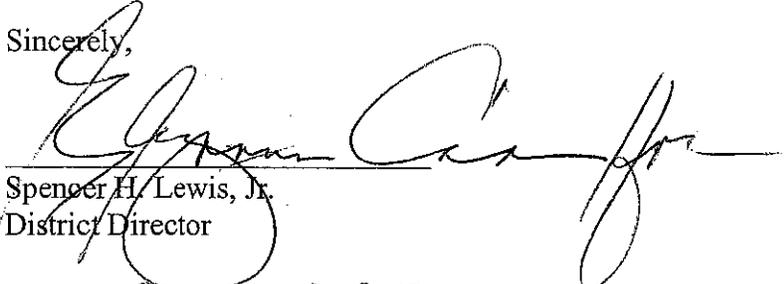
This office is in receipt of your request for a *Notice of Right to Sue* on the above-referenced charge.

Ordinarily, a charging party or his/her counsel is not entitled to receive a *Notice of Right to Sue* upon request until the charge has been pending with the EEOC for at least 180 days. However, an early *Notice of Right to Sue* is authorized by 29 C.F.R. § 1601.28(a)(2) if the Director determines that the Commission will not be able to complete its administrative process within 180 days of the date the charge was filed.

After reviewing the circumstances of this charge, we have determined that issuing you the requested Notice of Right to Sue is warranted at this time.

Enclosed is your Notice of Right to Sue.

Sincerely,

  
Spencer H. Lewis, Jr.  
District Director

Date: August 29, 2010

cc: Altitude Express Inc. D/B/A/ Skydive Long Island  
Director of Human Resources  
525 Jan Way  
Calverton, NY 11933

Gregory Antollino, Esq.  
116 West 22<sup>nd</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10011

**NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)**

To: **Donald Zarda**  
**Po Box 312**  
**Richmond, MO 64085**

From: **New York District Office**  
**33 Whitehall Street**  
**5th Floor**  
**New York, NY 10004**

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

EEOC Charge No.	EEOC Representative	Telephone No.
<b>520-2010-02921</b>	<b>Roxanne Zygmund, Investigator</b>	<b>(212) 336-3764</b>

*(See also the additional information enclosed with this form.)*

**NOTICE TO THE PERSON AGGRIEVED:**

**Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA):** This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA **must be filed in a federal or state court 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.)

- More than 180 days have passed since the filing of this charge.
- Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
- The EEOC is terminating its processing of this charge.
- The EEOC will continue to process this charge.

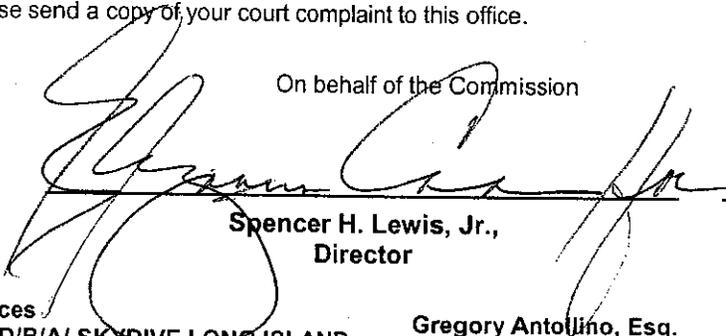
**Age Discrimination in Employment Act (ADEA):** You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, **the paragraph marked below applies to your case:**

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA **must be filed in federal or state court WITHIN 90 DAYS of your receipt of this Notice**. Otherwise, your right to sue based on the above-numbered charge will be lost.
- The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

**Equal Pay Act (EPA):** You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought 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.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



**Spencer H. Lewis, Jr.,  
Director**

*August 20, 2010*  
(Date Mailed)

Enclosures(s)

cc: **Director of Human Resources**  
**ALTITUDE EXPRESS INC. D/B/A/ SKYDIVE LONG ISLAND**  
**525 Jan Way**  
**Calverton, NY 11933**

**Gregory Antollino, Esq.**  
**116 West 22nd Street**  
**5th Floor**  
**New York, NY 10011**

**INFORMATION RELATED TO FILING SUIT  
UNDER THE LAWS ENFORCED BY THE EEOC**

*(This information relates to filing suit in Federal or State court under Federal law.  
If you also plan to sue claiming violations of State law, please be aware that time limits and other  
provisions of State law may be shorter or more limited than those described below.)*

**PRIVATE SUIT RIGHTS -- Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA),  
the Genetic Information Nondiscrimination Act (GINA), or the Age  
Discrimination in Employment Act (ADEA):**

In order to pursue this matter further, you must file a lawsuit against the respondent(s) named in the charge **within 90 days of the date you receive this Notice**. Therefore, you should **keep a record of this date**. Once this 90-day period is over, your right to sue based on the charge referred to in this Notice will be lost. If you intend to consult an attorney, you should do so promptly. Give your attorney a copy of this Notice, and its envelope, and tell him or her the date you received it. Furthermore, in order to avoid any question that you did not act in a timely manner, it is prudent that your suit be filed **within 90 days of the date this Notice was mailed to you** (as indicated where the Notice is signed) or the date of the postmark, if later.

Your lawsuit may be filed in U.S. District Court or a State court of competent jurisdiction. (Usually, the appropriate State court is the general civil trial court.) Whether you file in Federal or State court is a matter for you to decide after talking to your attorney. Filing this Notice is not enough. You must file a "complaint" that contains a short statement of the facts of your case which shows that you are entitled to relief. Your suit may include any matter alleged in the charge or, to the extent permitted by court decisions, matters like or related to the matters alleged in the charge. Generally, suits are brought in the State where the alleged unlawful practice occurred, but in some cases can be brought where relevant employment records are kept, where the employment would have been, or where the respondent has its main office. If you have simple questions, you usually can get answers from the office of the clerk of the court where you are bringing suit, but do not expect that office to write your complaint or make legal strategy decisions for you.

**PRIVATE SUIT RIGHTS -- Equal Pay Act (EPA):**

EPA suits must be filed in court within 2 years (3 years for willful violations) of the alleged EPA underpayment: back pay due for violations that occurred **more than 2 years (3 years) before you file suit** may not be collectible. For example, if you were underpaid under the EPA for work performed from 7/1/08 to 12/1/08, you should file suit **before 7/1/10 -- not 12/1/10** -- in order to recover unpaid wages due for July 2008. This time limit for filing an EPA suit is separate from the 90-day filing period under Title VII, the ADA, GINA or the ADEA referred to above. Therefore, if you also plan to sue under Title VII, the ADA, GINA or the ADEA, in addition to suing on the EPA claim, suit must be filed within 90 days of this Notice and within the 2- or 3-year EPA back pay recovery period.

**ATTORNEY REPRESENTATION -- Title VII, the ADA or GINA:**

If you cannot afford or have been unable to obtain a lawyer to represent you, the U.S. District Court having jurisdiction in your case may, in limited circumstances, assist you in obtaining a lawyer. Requests for such assistance must be made to the U.S. District Court in the form and manner it requires (you should be prepared to explain in detail your efforts to retain an attorney). Requests should be made well before the end of the 90-day period mentioned above, because such requests do not relieve you of the requirement to bring suit within 90 days.

**ATTORNEY REFERRAL AND EEOC ASSISTANCE -- All Statutes:**

You may contact the EEOC representative shown on your Notice if you need help in finding a lawyer or if you have any questions about your legal rights, including advice on which U.S. District Court can hear your case. If you need to inspect or obtain a copy of information in EEOC's file on the charge, please request it promptly in writing and provide your charge number (as shown on your Notice). While EEOC destroys charge files after a certain time, all charge files are kept for at least 6 months after our last action on the case. Therefore, if you file suit and want to review the charge file, **please make your review request within 6 months of this Notice**. (Before filing suit, any request should be made within the next 90 days.)

**IF YOU FILE SUIT, PLEASE SEND A COPY OF YOUR COURT COMPLAINT TO THIS OFFICE.**

# **EXHIBIT K**

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) SS:

DONALD J. ZARDA, being duly sworn, does hereby depose and say as follows  
in support of my charge of gender discrimination:

1. I was employed at Altitude Express, Inc., dba Skydive Long Island (hereinafter "Altitude") as a Tandem & Accelerated Freefall Instructor in the summers of 2001, 2009 and 2010. Altitude Express has approximately 20-30 employees. I've been a licensed instructor in this field since 1995.

2. I am a male and also a gay man. I am not making this charge on the grounds that I was discriminated on the grounds of my sexual orientation. Rather, I am making this charge because, in addition to being discriminated against because of my sexual orientation, I was also discriminated against because of my gender. My claim is because I did not conform my appearance and behavior to sex stereotypes, I suffered adverse employment action, and was discriminated against, at least in part because of my sex.

3. Specifically, it was known at work that I am gay and I was open about it. My boss, however, the owner of Altitude, Ray Maynard, was hostile to any expression of my sexual orientation that did not conform to sex stereotypes, to wit: First, he criticized my wearing of the color pink at work. Women at the workplace were allowed to wear pink, and did without criticism. However, I was not given the same right.

4. On one occasion, I broke my ankle and had to wear a cast. It so happened that the color of the cast I chose was pink. When Ray saw the pink cast for

the first time he scoffed at it and said, "That looks gay." Later, at a staff meeting he said, "If you're going to remain here for the day, you're going to have to paint that black," pointing to my cast

5. I left for the day then came back on another occasion. I had not painted the cast black as requested, however, because my foot was exposed, he was able to see my toenails were as well, which were painted pink. At the time, that was my preference. Women often wore open toe sandals at work, and I am certain I saw women wearing pink toenail polish. Additionally, many other instructors were barefoot at the drop zone. When Ray saw my pink toenail polish, however, he insisted that I wear a sock and cover up my foot.

6. Ray openly tolerated men discussing women and their physical attributes. Specifically, Ray and the men at the office would ogle at women's breasts, including on videos that the company had procured for passengers who had hired the company for a joy ride skydive with an accompanying video.<sup>1</sup> Men often talked of their sexual exploits, and Ray openly discussed his marriage. My mentioning the fact that I was gay to a passenger, however, got me fired, as I will explain.

7. A skydive is an intimate experience. The instructor must strap himself hip to hip and shoulder to shoulder with the client. Before the client and the instructor jump out of the plane, the client is often sitting on the instructor's lap. The experience is tense for a novice, who is about to jump out of the plane with a stranger strapped to him or her. In order to break the ice, instructors often make light of the intimate situation by making a joke about it.

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<sup>1</sup> Customers who hired Altitude were referred to as "passengers."

8. For example, when a man is strapped to another man, an instructor might say something like, "I bet you didn't know you were going to be strapped so close to a man." "This is awkward for me, too." "That's the straps you're feeling" (referring to a bulge).

9. On more than one occasion, I heard a straight man even say, jokingly, "Don't worry, I'm a lesbian," when strapped with men; or, when a straight man was strapped to a straight man (especially when his girlfriend was present), "Does your girlfriend know that you're gay?"

10. My way of breaking the ice, on occasion over the years, when I was strapped with a woman was to say, "Don't worry, I'm gay." On June 18, 2010, I was suspended for making this remark to a woman (I believe her name was Rosanna). Ray intimated that either she or her boyfriend (or both of them) were offended because of it.

11. In my termination interview, Ray said that I was fired because I had discussed my "personal escapades" outside of the office with a passenger (Rosanna). This was completely untrue. All of the men at Altitude made light of the intimate nature of being strapped to a member of the opposite sex. I was fired, however, because the levity I used honestly referred to my sexual orientation and did not conform to the straight male macho stereotype.

12. Ray also made other statements in defense of his termination of me, including, most incredibly, that I had touched Rosanna inappropriately. These reasons, however, were a false pretext for my termination which happened because of my failure to conform to stereotypical gender roles for men.

Dated: New York, New York  
July 12, 2010



\_\_\_\_\_  
DONALD ZARDA

SWORN TO BEFORE ME ON July 12, 2010



\_\_\_\_\_  
NOTARY PUBLIC

**GREGORY S. ANTOLLINO**  
Notary Public, State of New York  
No. 02AN5064758  
Qualified in New York County  
Commission Expires 8/26/10 10

# EXHIBIT L

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**DONALD ZARDA,**

**Plaintiff,**

**- against -**

**ALTITUDE EXPRESS, INC. d/b/a SKYDIVE  
LONG ISLAND, and RAY MAYNARD,**

**Defendants.**

**CASE NO.: 10-CV-4334(JFB)(ARL)**

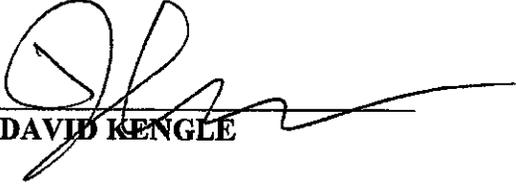
**AFFIDAVIT OF  
DAVID KENGLE**

**STATE OF NEW YORK            )**  
  ) **ss.:**  
**COUNTY OF SUFFOLK         )**

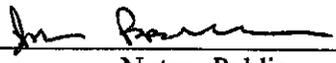
**DAVID KENGLE**, being duly sworn, deposes and says:

1. My name is David Kengle, and I reside at 9 Garfield Place, Northport, New York.
2. I recall Saul Zabell approached both myself and Rosana Orellana to ask if we would prefer that he receive service of any subpoenas for us.
3. I authorized Mr. Zabell to accept service of a subpoena on my behalf.
4. I witnessed Rosana Orellana also authorize Mr. Zabell to accept service of a subpoena on her behalf.
5. When Gregory Antollino served a subpoena for my appearance at a deposition through Mr. Zabell, Mr. Zabell notified me and arranged for my attendance at the deposition.
6. When Gregory Antollino questioned me during my deposition about whether I authorized Mr. Zabell to accept a subpoena on my behalf, I was mistaken and answered no.
7. My answer was in error, as I did authorize Mr. Zabell to accept service of a subpoena on my behalf before my deposition.

8. Similarly, my failure to correct my errata sheet was in error.

  
\_\_\_\_\_  
DAVID KENGLÉ

Sworn to before me this  
11 day of May 2012

  
\_\_\_\_\_  
Notary Public

**JOHN G PAPADOPOULOS**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02PA6255311  
Qualified in Nassau County  
My Commission Expires February 06, 2016

# EXHIBIT M

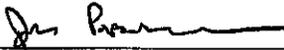


8. Similarly, my failure to correct my errata sheet was in error.



ROSANA ORELLANA

Sworn to before me this  
11 day of May 2012



Notary Public

**JOHN G PAPADOPOULOS**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02PA6256311**  
**Qualified in Nassau County**  
**My Commission Expires February 06, 2016**

# EXHIBIT N

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

PLAINTIFF'S  
DECLARATION

-----X

DONALD ZARDA,

10 Civ 4334 (JFB)

Plaintiff,

ALTITUDE EXPRESS, INC., et ano.

Defendants.

-----X

Donald Zarda, plaintiff herein, does hereby declare under penalty of perjury as follows:

1. I am an experienced skydiver, having over 20 years' experience and having made over 5,800 jumps to date, although I have now been phasing my jumping career into wingsuit base-jumping – jumping from cliffs, the top of fjords, and when permissible, tall buildings. I am also studying to receive a Bachelor's of Science in Aviation Management specializing in Logistics at Embry – Riddle Aeronautical University where I am just one class (3 credits) from obtaining a Bachelor's Degree.

2. Although I did apply for some tandem – instructing jobs since my termination, and did perform one day of tandem jumps, I felt uncomfortable doing it, and my heart was not in it like before I was fired from Skydive Long Island (“SDLI”). After that horrible event, I soon resolved I could not do another tandem jump until I was vindicated from a false charge that I “inappropriately” touched a woman during a jump.

3. This is not just out of principal, but also out of fear. A jump involves touching at many parts of the passenger's body for the passenger's safety and as necessary to perform the

job. As Rich Winstock put it at his deposition, a skydive instructor is out of necessity “invading [the passenger’s] space.” If a Skydive owner could fire me, in part, for doing my job, without any semblance of investigation, then I was without protection from any employer, and would not want to expose myself to further injury to my character.

4. It was chiefly Raymond Maynard who injured my character because, as I stated at my deposition at pages 237-40, he is a man of his significant experience who knew I had to touch the passenger at the hips, and who knew I was a homosexual, and who did no investigation whatsoever. He would not even let me see the video of the jump in question so that I could defend myself. If he would even slightly credit a frivolous allegation, by a man made on behalf of a woman, the latter whom he didn’t even speak to, at any time, ever, then I have no protection at all as a tandem instructor, and I fear that my fear of being accused of “inappropriate touching” might have compromised my expertise.

5. I make this affidavit in furtherance of my motion for summary judgment and in opposition to the defendants’. I stand by my deposition, but make this statement for the purposes of narrative clarity.

6. I worked at SDLI first in 2001. During that time, admitting one was gay was not something that might help someone from getting a job – except perhaps at a gay establishment – and I am certain I did not tell Ray Maynard I was gay before he hired me. Further, I never told any passenger my sexual orientation. I probably told one or two tandem instructors, or they figured it out when I told them I went to the Fire Island Pines for the weekend, and word eventually got to Ray.

7. Perhaps when Ray learned I was gay, he fired me. I personally believe that the reason I was fired – based on the chief instructor’s brief statement to me after Ray gave me the news – was that a customer complained that I would not perform flips from the airplane, a maneuver which at that time was deemed unsafe and forbidden by manufacturers of tandem equipment. Instructors were made aware of this manufacturer’s policy by a joint bulletin issued by the three main tandem gear manufacturers. As it was at the time, the very most senior and well known industry expert and licensing examiner for the gear manufacturer of the equipment I was using (Bill Morrissey), happened to be also working at SDLI. Had he seen me do a flip, I could have lost my license. The customer complained because he saw another tandem instructor perform the unsafe maneuver; that instructor was willing to risk his license, but I was not, and I recall that even Maynard admitted at his deposition, that the maneuver was unsafe. I left SDLI knowing I had been treated unfairly, but knowing that I had made the right decision. For the next several years, I worked as a tandem instructor at several other dropzones and skydiving centers.

8. I heard at my deposition that one or two women came to Ray “in tears” that I had told them my sexual orientation. In my informed opinion as a gay person, not so. Tears? Really? I have told some women friends in my personal life that I am gay, and not one of them cried. In fact, I have found that as a gay man, women are more sensitive and more attuned with the interests and feelings of gay men. In my opinion as a lifelong gay man, for a stranger to cry in response to having been told someone is gay is not just incredible, it is nonsensical. While a few people close to me initially weren’t so happy about learning I am gay, no one cried, when they perhaps, at a different time, had a motive to. In my opinion as a gay person, it seems not only unusual, but absurd that someone I didn’t even know would cry if I told her I am gay. In my opinion as a male, the suggestion that a woman would cry when told that someone is gay is a

sexist remark that reduces a woman to a delicate object, unable to handle the “horrific” idea that a man could love another man.

9. In any case, I said no such thing to any passenger – again, 12 years ago was a different era concerning gay rights, and I had just come out of the closet and was very discrete. Furthermore, there were few job protections for gay people, including New York. Additionally, Ray did not tell me that this is why I was fired; he just told me to get out, and the chief instructor told me about the other customer complaint concerning the flip. If I had satisfied that customer, however, that too could have been a reason to fire me, or for me to lose my license, so I was apparently in a Catch 22.

10. I am 100% gay. I have no physical attraction to women, have never been with a woman, and have never had a romantic relationship with a woman. I have had many female friends, and, before I came out, might have played a role in “pretend dating” as a cover due to my being a closeted homosexual, but I was never once physically attracted to any of the women. Further, I would say that the idea of sex with a woman physically, repulses me. I fantasize about and enjoy romance and sex with men exclusively. There are many other things that I could say to prove my proclivities, but for the sake of decorum I will say emphatically that I am gay and reading the defendants’ 56.1 statement where they try to portray me as homosexual with a liking to grope women, is bigoted and offensive. I doubt in the history of time there have been few straight men who have attempted to cover as being gay, and to imply, as Maynard and his attorney do – that homosexuality is something that can be turned on and off suggests – as Maynard did when he terminated me – that being gay is an “escapade.” That word, is defined as an adventure, an antic, or an exploit. My being gay is none of those things. My being gay is part of who I am and I have always been gay, even while I was closeted.

11. While people normally assume I am straight, again, I never once told Ray Maynard I was gay. I eventually told at least one staff member that I am gay, then most if not all of the staff knew, and it is logical that word got to Ray as well. I flatly deny that Maynard knew that I am gay until I let other staff people know and word must have gotten to him. I have never in my life experienced someone cry when I told them I am gay, as Ray testified two women did in 2001.

12. The skydiving community is mostly composed of a collection of very unique types of people and my co-workers were constantly joking around. In 2001, many of the jokes revolved around my homosexuality. I do not think that any of my co-workers were malicious about it, but at times it got to be a bit too much to shake off, and I found it distracting and embarrassing. I was named "Gay Don" by someone and the name stuck. I grew used to it, but I would not have chosen it nor did I choose it myself.

13. I worked at SDLI again starting in 2009. At the beginning of that season I had a conversation with the staff to tone down the amount of gay jokes from 2001, as I was concerned about it being overboard in a professional work setting. Though I knew no one was being malicious, I had grown out of the novelty of accepting it. The jokes were fewer, but they did not stop.

14. I worked for a couple of months in the 2009 season until, unfortunately, at the beginning of July, I did a tandem with an overweight passenger (over 225 pounds). Nothing went wrong on the jump, and the landing was normal. Nevertheless, I broke my right ankle, and could

not work for the rest of the summer. My doctors were not sure when I would be recovered enough to jump, so I stayed in Long Island, but could never go back and eventually went home.<sup>1</sup>

15. I told Ray that I was ready and willing to return to the drop zone as soon as I could, and remained in New York, ready to start jumping again as soon as possible. My leg was in a cast, for which color I chose pink, which is, by virtue of the Pink Triangle, the symbol that represents gay people. Straights wear pink, but it is not often that one sees a straight man wearing pink. I chose pink specifically to identify with my sexuality, that is why when I wear my pink cap, no one asks if I am gay, but when I do not, they assume I am straight. A picture of me in my pink cast and painted pink toenails is attached as "Exhibit A."

16. While I was in Long Island waiting to get back to work, there were emails calling for staff meetings, some "mandatory." See Exhibit A, which was marked as "Callanan 3" at the deposition of Lauren Callanan. At the "mandatory staff meeting" announced at Exhibit B, which was marked as Exhibit 22 at the Maynard Deposition, I showed up with my pink cast, and as it was summer, my foot in the cast was bare. See Exhibit A.

17. Ray saw the cast, demanded that I paint the cast black if I were to stay at the dropzone that day. But the allegation, made by defendants, that the reason they didn't want me hanging around the drop zone with a cast because it would scare other customers away is demonstrably untrue. I was on crutches, see Exhibit A, and to cover a cast with black paint would fool no one. Imagine from the picture attached as "A" I am still on crutches where the only difference is that the cast is painted black. No one would be fooled that I was not injured. Additionally, the suggestion that he asked me to cover the cast is belied not only by the fact that to paint it black or would fool no one, but there is a woman at the hospital at the same time I was

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<sup>1</sup> I started this lawsuit as a citizen of Missouri, but had to leave because the land upon which my residence was standing on was sold and I am for the duration in Texas.

– Tara, the girlfriend of a co-worker by the name of Ed Reiter – who came to the drop zone on crutches after her jump accident where she broke her back on a landing, which happened the within days of my accident. She was not asked to leave by Ray because of not wanting broken jumpers around customers.

18. Additionally, at one time in 2009, after I broke my ankle, but while the pink cast was off and I was still healing, I was at the dropzone and encountered Ray near a coke machine. I took off a boot that covered my entire foot and Ray said about my pink toenails and said “That’s gay!” in a derogatory tone. Since the boot covered my foot, he did not demand I paint them black, but the fact that I was allowed to remain at the dropzone with a recovery boot – clearly evidence of an injury – demonstrates that Ray’s objection was the color, not any worry that a customer would be afraid to go on a tandem jump. Ray’s safety video, as well as the waiver all passengers sign, mentions death as a possible outcome, and dissuading anyone who has any fear of jumping. This further demonstrates the falsehood of Ray’s explanation for objecting to my pink cast and pink toenails.

19. My doctors would not clear my return to work in the summer of 2009 but before I left in or about late August/early September was rehired for the following summer.

20. I returned in May 2010. Nothing of incident occurred for about a month. On Friday, June 18<sup>th</sup>, 2010, however, I was in attendance at work performing my routine duties taking primarily first-time passenger jumpers on their first skydives. It was a typical day for me at work and the start of a fairly busy weekend of jumping. At some point that day, a couple came to Skydive Long Island to make their scheduled jumps. It was a heterosexual couple making a jump, which, I later learned, was to be a birthday present for the female from the boyfriend.

21. I was randomly assigned to take the female jumper (Rosana Orelana) and a co-worker was assigned to take the male (David Kengle). The couple was manifested aboard the same aircraft so that they could jump at the same time. Both passengers ordered videographer services provided by the drop zone, which involves a third jumper to document the event taking video and/or still photography. At some point during the ride in the aircraft to the designated jump altitude, another employee of the drop zone had asked Mr. Kengle what he thought about his girlfriend being strapped to another guy in presence of myself, Rosana, and other passengers and staff in the aircraft.

22. This is a common joke or statement made before an opposite sex couple does a jump to loosen the tension, though it has long lost its humor to me and is not funny to every customer, particularly Rosana and Kengle, and her discomfort embarrassed me; I wanted her to know that despite our being so physically close to each other, I got no gratification from it.

23. I sensed Rosana felt awkward by that comment, and I did too; I did not want to be presumed to be heterosexually attracted to her, so I in front of Rosana (and others in the aircraft if they should have happened to hear) stated that she should not to worry about me because I am gay. She testified that I said I told her I had just broken up with my boyfriend; I don't think I said that because it is not true - my ex and I broke up years ago. What I believe I said was that "and I have an ex-husband to prove it."

24. While I was in the aircraft that day, as on any jump, if you are sitting on a bench, straddled, and a passenger is sitting between your legs, the instructor's legs are forced to spread apart. In that position, your arms naturally end up resting on your legs and your hands naturally rest near the hips are of the passenger; the passenger is strapped to you, sitting between your legs in very close proximity. This is normal. In the cramped aircraft, there is no other place to put

them. I have never had a passenger injury, so why should I do things differently for Rosana – who said nothing about being uncomfortable; I also had no idea that she was claustrophobic and didn't even read the waiver about touching. To have strapped her more loosely might have resulted in her injury or fatality. See Exhibit C, Notice from United Parachute Technologies (“If you think you are doing your student a favor outside of your normal or recommended procedures, you could be making a fatal error in judgment.”)

25. Furthermore, speaking into someone's ear is normal. The passenger's head is right in the instructor's face when strapped together and more particularly giving final instructions in a noisy environment right into the ear of the passenger so as not to be shouting, but rather calmly giving instructions as we go through all the processes towards the jump and landing. Due to the surrounding noise, this calm delivery might be interpreted as a whisper.

26. There was nothing more said about anything at that time about me and the jump operation went forward and was performed in the normal manner expected. I took her up on the jump, she saw the scenery that is to be seen, and iterated “awesome!” at the end of the jump.

27. The couple landed within seconds of each other and happily took pictures together in the landing field and together with the other instructor and myself. That was the last interaction I had with either of these two customers until their deposition where Kengle, now knowing I was gay - or fearing as he testified that gay men like to flirt with women - wanted to be in the deposition room to protect Rosana from me. I also witnessed Rosana back away from my attorney when he inoffensively moved closer to her to show her a video on a laptop.

28. The next three days were busy and I performed numerous jumps each day – Saturday, Sunday, and all day Monday, June 21<sup>st</sup>, 2010 – until sunset at which time I was called aside by the owner of Skydive Long Island, Ray Maynard, into an unplanned, private meeting in

his office area just after sunset located in the passenger video briefing room adjacent his office.

Ray proceeded to question me about a jump I performed on the previous Friday. It was now Monday. He was asking me to recall a specific jump I had done with Rosana. I could not recall any details about any specific jump after so many jumps and days had passed.

29. I said that to Ray, yet he proceeded to press me to recall and acknowledge specific knowledge of this one jump. I told him that I did not know anything specific about the jump he was referring to. He told me that I had taken Rosana on a jump on Friday, June 18<sup>th</sup> and that there was a complaint about my sexuality coming up in front of the customers. I did not either confirm or deny that it came up because I did not have specific recollection of that jump, which is very common after a busy few days and after about 30 jumps.

30. I also stated to him that, as he knew, it was quite common that my sexuality was raised by numerous staff, friends, and visitors at the drop zone everyday and that it comes up all the time and in front of customers, and that I did not know if I had said something or if someone else did about it.

31. Ray proceeded to inform me that the customers were offended by it and that it was inappropriate for my sexuality to come up and that he was suspending me for one week, without pay, and as well was going to dock my pay for the full cost of two tandem jumps and two video/picture packages while claiming he was forced to refund the customer's money and I was going to pay for it. This he did.

32. I said to Ray that if attention to my sexuality is a problem that he was going to need to have a meeting with everyone to tell them not to joke about it anymore in front of customers. He replied that there was going to be a meeting about it in my absence. I asked him if that was it or if there was anything else and he said yes there was something more. I asked him

what and he replied stating that I had inappropriately touched Rosana during the jump. I was surprised to hear such a thing and asked him to verify my understanding of which passenger, the male or female, that I took on the skydive.

33. He said it was the girl, referring to Rosana. Not believing what I had just heard, I asked Ray to specifically state where she had been inappropriately touched at which time Ray stuttered and pointed at his hips and said it was at the hips. To be sure I understood what Ray was saying, I asked him, summarizing, that what was happening is that me, the gay guy, was being suspended for my sexuality being mentioned in front of Rosana and her boyfriend and I am also being accused of touching my female passenger at the hips in an act of heterosexual misconduct. I asked Ray if that was seriously what he was proceeding on and he just looked at me.

34. Rosana testified at her deposition that she wanted for me to do what was necessary to safeguard her on the jump. If I had not attached the required hip attachments, and adjusted them as necessary, she easily could have fallen out of the harness, died, and I would have lost my license (or worse) for that, since it would result in a fatality.

35. I then pointed out that since he was taking money from me for two video packages that there must be video and still camera footage of both jumps and that I would like to see it. He refused to allow me to see the videos stating to me that it was irrelevant. I responded that I thought it was relevant and that I would like to see it and suggested to him that we pull the manifest log from that Friday and see which videographer filmed the jumps and we look at the raw footage and see if there was a problem. He refused again and stomped outside.

36. After he left the office, I composed myself and proceeded outside at which time I came across Rich Winstock who was at the time the chief instructor at the drop zone. I asked to

speak with him urgently at which time we went to the drop zone classroom where I informed him about everything that just transpired. During the conversation, Ray barged open the door and in disgust shouted at us talking about what Ray and I had just spoken about, and left, slamming the door back closed.

37. Rich calmed me and assured me that he would try to talk some sense into Ray and that I should go on home and we would be in contact during the week. We did exchange email that week about the progress with the situation. He ensured me that he would advocate on my behalf with Ray stating also that the decision to continue my employment would be left with Ray the Sunday night before my scheduled return to work from suspension.

38. I returned to work on time on Monday, June 28, 2010 at 9:00AM. Ray was nowhere on the drop zone. I waited for several hours until Ray returned at which time he called me into the same room he had the suspension meeting with me a week prior, this time with Lauren Callanan in attendance. I had an iPhone voice recorder to document the meeting.

39. The tape of the meeting is attached as "Exhibit D." In sum, Ray told me in extremely angry terms that I was terminated.

40. I pressed further for answers or a reason for my termination. Ray got further agitated refusing to offer a reason again, then attempted to claim it was not a "gay issue" but that I had ruined a man's fiancé's birthday by talking about my personal life with the customer, and stating that if Rich Winstock had done the same, he would be fired too. In fact we know this to be a lie because Rich later quit to Ray's dismay<sup>2</sup>; he also testified in his deposition that he did, on occasion, referencing his sexuality by referring to his wife and children, and Ray did not fire him.

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<sup>2</sup> See Exhibit E, email from Rich Winstock from me.

41. I pressed further for an acceptable explanation for him not investigating the allegations and suggested that perhaps they were simply trying to get a refund for a bogus claim. Ray lied and said they refused a refund, but the record now shows he gave one. And Kengle accepted it. He refused to answer my questions as to whether he investigated.

42. Rather, he re-iterated that this was the action that is being taken, told me to get my things out and left the room much in the same angry manner as the week prior. I asked Lauren, who was the office manager, to provide me with final jump logs and I also attempted to get from her the information Ray refused to give me about the video footage of the two tandem jumps. She refused, stating that it was on Ray's orders.

43. I proceeded to the staff video room area to collect my equipment. There was confusion among my colleagues. I had little time to say anything to them about what had happened. I asked the room if anyone knew why I had been gone and they did not. I asked a closer colleague videographer to check his records for the name of my passenger I took, he did and showed me that it was not he. I was unable to determine who filmed either jump and at that time I did not know David Kengle's name either or Rosana's last name, although Rosana's first name was on my manifest. I asked my colleagues to come forward with any information they might have later, and also stated that this was not over as I was very upset.

44. During the month of July 2010, I sought employment at two drop zones. One was Ray's competitor. I had a meeting with the owner of Long Island Skydiving and discussed what transpired with SDLI. He regrettably informed me that this was not surprising behavior by Ray and apologized that I had experienced that treatment but did not have any openings at the time. There were no other possible employment opportunities within over 100 miles from the condo I had leased for the summer to work at SDLI.

45. I also answered an ad for employment at a large commercial Midwest drop zone in the third week of July by email exchange with that owner (Doug Smith, Chicagoland Skydiving Center). He was prepared to offer me employment based upon the positive feedback and recommendations he received about me up until he was told that I was suing SDLI – which, at that time, had not happened or been discussed with anyone. I asked the Mr. Smith to tell me who told him that and he refused and stated in an email that I would be hard-pressed to ever find work again if I pursued a lawsuit against Ray.

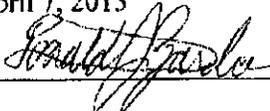
46. Before this event happened in my skydiving career, I had always enjoyed the sport and made it a life-long pursuit of 20 years through most all of my adult life to date. I made thousands of customers happy. I began working as an instructor just two years after my inception into the sport. Customers typically praised my performance – as did even Ray in his deposition – and I did receive one email, attached as “Exhibit F” from Lauren Callanan and marked as “Callanan 2” at her deposition. She cannot explain why it was not turned over to us in discovery. I have seen the affidavit of Ray attached as “Exhibit G,” indicating that no electronic information had been destroyed. That would appear to be impossible, and at a minimum unexplained, if I have electronic information from 2009 that defendants attest that they search for but have not turned over. A search as outlined by Ray’s affidavit, Exhibit G, would have turned up the customer compliment attached as “Exhibit F.” However, it was I who produced it to the defendants, not the other way around.

47. The customer who wrote in Exhibit F that “[e]mployees like Don will be the reason for the continued success” of SDLI was like many of the thousands of passengers whom I took into the air and provided a safe, exhilarating experience that they will never forget. But this matter has ruined my relationship with skydiving both professionally and as the passionate

activity I partook in for personal enjoyment, social interaction and comradery among a diverse collection of people. As if having my sexuality illegitimately used against me in such a way wasn't terrible enough, falsely accusing me of the misconduct Ray Maynard cited in addition to trying to use that to cover up discriminating against me and lying and stealing from me; has damaged me severely. I know longer feel like I can be myself working jumping, especially tandem jumping having to strap people to me and touch in so many places to perform the job. Because of what Ray Maynard did terminating me for such reasons, regardless of the bogus customer complaint, I can no longer work in this industry without fear of having been branded as some kind of gay pervert. I cannot even enjoy non-work skydiving because there are tandem jumps taking place at every skydiving center and it is a stark and vivid reminder about what happened to me, which takes away the enjoyment I get from jumping and keeps me from interacting with friends and social circles developed over two decades. No amount of personal loss, injury, or death in the sport has ever pushed me away, until now.

Dated: Dallas, Texas

April 7, 2013



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DONALD ZARDA

# EXHIBIT O

ALTIITUDE EXPRESS INC  
D/B/A SKY-DIVE LONG ISLAND  
4062 GRUMMAN BLVD BLD#24  
CALVERTON NY 11933

07/12/2009 2446

PAY TO THE ORDER OF DONALD J ZARDA  
PO BOX 312  
RICHMOND MO 64085

**\*\*\$338.58\*\***

THREE HUNDRED THIRTY EIGHT AND 58/100 DOLLARS

SUFFOLK FCU

*Ray A. Mac*  
AUTHORIZED SIGNATURE

⑈0000002446⑈ ⑆227481181⑆ ⑆1418813351703⑆

TO VERIFY AUTHENTICITY OF THIS DOCUMENT THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE.

FOLD AND REMOVE

FOLD AND REMOVE

**PERSONAL AND CHECK INFORMATION**  
Donald J Zarda  
PO Box 312  
Richmond, MO 64085

Soc Sec #: xxx-xx-2464 Employee ID: 78  
Home Department: 300 W2s

Pay Period: 06/29/09 to 07/05/09  
Check Date: 07/12/09 Check #: 2446

**NET PAY ALLOCATIONS**

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	338.58	6517.88
NET PAY	338.58	6517.88

EARNINGS	DESCRIPTION	HOURS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
	Regular			370.00		8017.00
	<b>EARNINGS</b>			<b>370.00</b>		<b>8017.00</b>
WITHHOLDINGS	DESCRIPTION	FILING STATUS		THIS PERIOD (\$)		YTD (\$)
	Social Security			22.94		497.05
	Medicare			5.37		116.26
	Fed Income Tax	S 9				537.35
	NY Income Tax	S 9		2.51		343.66
	NY Disability			0.60		4.80
	<b>TOTAL</b>			<b>31.42</b>		<b>1489.12</b>
<b>NET PAY</b>				<b>THIS PERIOD (\$)</b>	<b>YTD (\$)</b>	
				338.58	6517.88	

*CASH THIS CHECK!*

Payrolls by Paychex, Inc.

0018 0018-M104 Altitude Express Inc - D/b/a Sky Dive Long Island - 4062 Grumman Blvd Bld#24 - Calverton NY 11933

ZARDA000014

# EXHIBIT P

ALTIITUDE EXPRESS INC  
 6018 SKY DIVE LONG ISLAND  
 4082 GRUMMAN BLVD BLDG 24  
 CALVERTON NY 11933

0018-M104  
 300 W25

08/27/2010 3075  
 DATE CHECK NO

PAY TO THE ORDER OF DONALD J ZARDA  
 PO BOX 312  
 RICHMOND MO 64086

Total Net Direct Deposit (\$) \*\*5629.53\*\*  
 AMOUNT

VOID THIS IS NOT A CHECK ..... DOLLARS

**\*\*NON-NEGOTIABLE\*\***  
 AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ADDITIONAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE.

FOLD AND REMOVE

FOLD AND REMOVE

**PERSONAL AND CHECK INFORMATION**

Donald J Zarda  
 PO Box 312  
 Richmond, MO 64086

Soc Sec #: 000-0002464 Employee ID: 78  
 Home Department: 300 W2s

Pay Period: 08/14/10 to 08/20/10  
 Check Date: 08/27/10 Check #: 3075

**NET PAY ALLOCATIONS**

DESCRIPTION	THIS PERIOD (\$)	YTD (\$)
Check Amount	0.00	2790.68
Chkg 0689	629.53	1286.59
<b>NET PAY</b>	<b>629.53</b>	<b>4077.13</b>

**EARNINGS**

DESCRIPTION	HOURS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Regular			772.00		6085.00
<b>EARNINGS</b>			<b>772.00</b>		<b>6085.00</b>

**WITHHOLDINGS**

DESCRIPTION	FILING STATUS	THIS PERIOD (\$)	YTD (\$)
Social Security		47.86	315.26
Medicare		11.19	73.76
Fed Income Tax	S 4	52.03	399.51
NY Income Tax	S 4	30.79	218.77
NY Disability		0.60	3.60
<b>TOTAL</b>		<b>142.47</b>	<b>1007.87</b>

NET PAY	THIS PERIOD (\$)	YTD (\$)
	629.53	4077.13

Payrolls by Paychex, Inc.

6018 0018-M104 Altitude Express Inc • D/b/a Sky Dive Long Island • 4082 Grumman Blvd Bldg#24 • Calverton NY 11933

ZARDA000010

# EXHIBIT Q

01/01/2009 -- 12/31/2009

## Donald Zarda

05/15/2009	TANDEM MASTER	1.00 TM MIKE P
05/15/2009	TANDEM MASTER	1.00 TM LINLEE A
05/15/2009	TANDEM MASTER	1.00 TM 2 SHARON A
05/15/2009	TANDEM MASTER	1.00 TM JAMES S
05/17/2009	TANDEM MASTER	1.00 TM RYAN P
05/17/2009	TANDEM MASTER	1.00 TM FRANK G
05/17/2009	TANDEM MASTER	1.00 TM PAUL D
05/17/2009	TANDEM MASTER	1.00 TM JAMES S
05/17/2009	TANDEM MASTER	1.00 TM DANIELLE D
05/18/2009	TANDEM MASTER	1.00 TM DION A
05/18/2009	TANDEM MASTER	1.00 TM NICK A
05/19/2009	TANDEM MASTER	1.00 TM 2 SHAHZAD N
05/19/2009	TANDEM MASTER	1.00 TM FRANKIE S
05/19/2009	TANDEM MASTER	1.00 TM JOSEPH C
05/20/2009	TANDEM MASTER	1.00 TM 2 MICHAEL S
05/20/2009	TANDEM MASTER	1.00 TM LAURA B
05/20/2009	TANDEM MASTER	1.00 TM MATT S
05/21/2009	TANDEM MASTER	1.00 TM THOMAS O
05/21/2009	TANDEM MASTER	1.00 TM KENNY P
05/21/2009	TANDEM MASTER	1.00 TM JOSEPH L
05/21/2009	TANDEM MASTER	1.00 TM MICHAEL M
05/21/2009	TANDEM MASTER	1.00 TM KIM M
05/21/2009	TANDEM MASTER	1.00 TM MATT D
05/21/2009	TANDEM MASTER	1.00 TM DANIEL R
05/22/2009	TANDEM MASTER	1.00 TM JAMES B
05/22/2009	TANDEM MASTER	1.00 TM MARIE DENISE A
05/22/2009	TANDEM MASTER	1.00 TM KIRAN O
05/22/2009	TANDEM MASTER	1.00 TM ERIK H
05/22/2009	TANDEM MASTER	1.00 TM JARED S
05/22/2009	TANDEM MASTER	1.00 TM RICH N SR
05/23/2009	TANDEM MASTER	1.00 TM RICARDO H
05/23/2009	TANDEM MASTER	1.00 TM VICTORIA M
05/23/2009	TANDEM MASTER	1.00 TM DAVID H
05/23/2009	TANDEM MASTER	1.00 TM CHRIS L
05/23/2009	TANDEM MASTER	1.00 TM RAUL E
05/23/2009	TANDEM MASTER	1.00 TM GILBERT L
05/23/2009	TANDEM MASTER	1.00 TM NOHINDER J
05/24/2009	TANDEM MASTER	1.00 TM TRACY G
05/24/2009	TANDEM MASTER	1.00 TM LEONALDO R
05/24/2009	TANDEM MASTER	1.00 TM SHERYLIN M
05/24/2009	TANDEM MASTER	1.00 TM SARAH L
05/24/2009	TANDEM MASTER	1.00 TM KEVIN B 240
05/24/2009	TANDEM MASTER	1.00 TM LAURA G
05/24/2009	TANDEM MASTER	1.00 TM RYAN A
05/24/2009	TANDEM MASTER	1.00 TM 2 YANKO P
05/24/2009	TANDEM MASTER	1.00 TM DAVID N

01/06/2011

1

Def. Exh. Q

2

01/01/2009 -- 12/31/2009

## Donald Zarda

05/24/2009	TANDEM MASTER	1.00	TM DARREN Q
05/25/2009	AFF INSTRUCTOR	1.00	AFP1 GABE G
05/25/2009	TANDEM MASTER	1.00	TM MATT F
05/25/2009	TANDEM MASTER	1.00	TM DIANA S
05/25/2009	TANDEM MASTER	1.00	TM MICHAEL L
05/25/2009	TANDEM MASTER	1.00	TM JAROSLAW G
05/25/2009	TANDEM MASTER	1.00	TM 2 ALISSA C
05/25/2009	TANDEM MASTER	1.00	TM ANDREW S
05/25/2009	TANDEM MASTER	1.00	TM KERRY H
05/30/2009	TANDEM MASTER	1.00	TM KIT C
05/30/2009	TANDEM MASTER	1.00	TM ERIC C
05/30/2009	TANDEM MASTER	1.00	TM ANGEL V
05/30/2009	TANDEM MASTER	1.00	TM YUMERLIN M
05/30/2009	TANDEM MASTER	1.00	TM MICHAEL C
05/30/2009	TANDEM MASTER	1.00	TM 2 FRANK G
05/30/2009	TANDEM MASTER	1.00	TM THOMAS M
05/30/2009	TANDEM MASTER	1.00	TM EVAN C
05/30/2009	TANDEM MASTER	1.00	TM AILEEN D
05/30/2009	TANDEM MASTER	1.00	TM STEVEN R
05/30/2009	TANDEM MASTER	1.00	TM SHARON B
05/30/2009	TANDEM MASTER	1.00	TM TIM Z
05/31/2009	TANDEM MASTER	1.00	TM TROY R
05/31/2009	TANDEM MASTER	1.00	TM RYAN S
05/31/2009	TANDEM MASTER	1.00	TM 3 MAUREEN L
05/31/2009	TANDEM MASTER	1.00	TM JANE C
05/31/2009	TANDEM MASTER	1.00	TM 2 KRIS G
05/31/2009	TANDEM MASTER	1.00	TM PAUL T
05/31/2009	TANDEM MASTER	1.00	TM ROSANNE B
05/31/2009	TANDEM MASTER	1.00	TM ROBERTA A
05/31/2009	TANDEM MASTER	1.00	TM CARRIGAN D
06/01/2009	TANDEM MASTER	1.00	TM ALEXANDRA S
06/01/2009	TANDEM MASTER	1.00	TM JOSH B
06/01/2009	TANDEM MASTER	1.00	TM AMADO S
06/01/2009	TANDEM MASTER	1.00	TM DAWM M
06/01/2009	TANDEM MASTER	1.00	TM MICHAEL L
06/02/2009	TANDEM MASTER	1.00	TM CHRIS C
06/02/2009	TANDEM MASTER	1.00	TM GEORGE A JR
06/03/2009	TANDEM MASTER	1.00	TM DAN N
06/03/2009	TANDEM MASTER	1.00	TM COLIN C
06/03/2009	TANDEM MASTER	1.00	TM PETER K
06/06/2009	TANDEM MASTER	1.00	TM DANIELLE S
06/06/2009	TANDEM MASTER	1.00	TM DAVID D
06/06/2009	TANDEM MASTER	1.00	TM STEVE B
06/06/2009	TANDEM MASTER	1.00	TM SHAYNE L
06/06/2009	TANDEM MASTER	1.00	TM KEVIN B
06/06/2009	TANDEM MASTER	1.00	TM CYNTHIA B

01/06/2011

01/01/2009 -- 12/31/2009

**Donald Zarda**

06/06/2009	TANDEM MASTER	1.00	TM MARK S
06/06/2009	TANDEM MASTER	1.00	TM ANDY A
06/06/2009	TANDEM MASTER	1.00	TM GOERGE Z
06/06/2009	TANDEM MASTER	1.00	TM JUSTIN K
06/06/2009	TANDEM MASTER	1.00	TM CEDRIC B
06/06/2009	TANDEM MASTER	1.00	TM JAMES W
06/07/2009	TANDEM MASTER	1.00	TM DEAN C
06/07/2009	TANDEM MASTER	1.00	TM JATIN D
06/07/2009	TANDEM MASTER	1.00	TM TIM B
06/07/2009	TANDEM MASTER	1.00	TM ANTHONY P
06/07/2009	TANDEM MASTER	1.00	TM CAITLIN B
06/07/2009	TANDEM MASTER	1.00	TM JAMES K
06/07/2009	TANDEM MASTER	1.00	TM BARNEY P
06/07/2009	TANDEM MASTER	1.00	TM PAUL S
06/07/2009	TANDEM MASTER	1.00	TM BRIAN B
06/07/2009	TANDEM MASTER	1.00	TM EVERETT W
06/07/2009	TANDEM MASTER	1.00	TM KERRY P
06/07/2009	TANDEM MASTER	1.00	TM FELICIA G
06/07/2009	TANDEM MASTER	1.00	TM JAY A
06/08/2009	TANDEM MASTER	1.00	TM SHANNON W
06/08/2009	TANDEM MASTER	1.00	TM PETER B
06/08/2009	TANDEM MASTER	1.00	TM JACI P
06/12/2009	TANDEM MASTER	1.00	TM KIM P
06/12/2009	TANDEM MASTER	1.00	TM KEITH K
06/12/2009	TANDEM MASTER	1.00	TM JAMES P
06/13/2009	TANDEM MASTER	1.00	TM BRANDON R
06/14/2009	TANDEM MASTER	1.00	TM SAMUEL D
06/14/2009	TANDEM MASTER	1.00	TM JACK W
06/14/2009	TANDEM MASTER	1.00	TM KURT S
06/14/2009	TANDEM MASTER	1.00	TM CHRISTIAN J
06/14/2009	TANDEM MASTER	1.00	TM STEVEN Z
06/14/2009	TANDEM MASTER	1.00	TM JASON B
06/14/2009	TANDEM MASTER	1.00	TM JOHN R
06/14/2009	TANDEM MASTER	1.00	TM ALICE W
06/14/2009	TANDEM MASTER	1.00	TM JOHN V
06/15/2009	TANDEM MASTER	1.00	TM MACKENZIE M
06/15/2009	TANDEM MASTER	1.00	TM KELLY M
06/15/2009	TANDEM MASTER	1.00	TM GWEN A
06/15/2009	TANDEM MASTER	1.00	TM RIGEL L
06/15/2009	TANDEM MASTER	1.00	TM JOHN R
06/16/2009	TANDEM MASTER	1.00	TM DEREK R
06/16/2009	TANDEM MASTER	1.00	TM AMANDA F
06/16/2009	TANDEM MASTER	1.00	TM STEVEN A
06/17/2009	AFF INSTRUCTOR	1.00	AFP 2 ROB A
06/17/2009	TANDEM MASTER	1.00	TM DENNIS K
06/17/2009	TANDEM MASTER	1.00	TM DOMINIC L

01/06/2011

01/01/2009 -- 12/31/2009

**Donald Zarda**

06/17/2009	TANDEM MASTER	1.00	TM CODY K
06/17/2009	TANDEM MASTER	1.00	TM 3 BRIAN J
06/17/2009	TANDEM MASTER	1.00	TM YIWEN MA
06/17/2009	TANDEM MASTER	1.00	TM KURRAM K
06/17/2009	TANDEM MASTER	1.00	TM PAUL T
06/17/2009	TANDEM MASTER	1.00	TM 2 BRIAN J
06/17/2009	TANDEM MASTER	1.00	TM DESMIN B
06/17/2009	TANDEM MASTER	1.00	TM 3 GERARD B
06/19/2009	13,5	1.00	
06/19/2009	TANDEM MASTER	1.00	TM PHIL S
06/19/2009	TANDEM MASTER	1.00	TM CHRIS H
06/19/2009	TANDEM MASTER	1.00	TM SUZANNE O
06/19/2009	TANDEM MASTER	1.00	TM DONNA S
06/19/2009	TANDEM MASTER	1.00	TM MEGHAN O
06/19/2009	TANDEM MASTER	1.00	TM EFRAIN S
06/19/2009	TANDEM MASTER	1.00	TM KIM L
06/20/2009	TANDEM MASTER	1.00	TM 2 PHILIP M
06/25/2009	TANDEM MASTER	1.00	COMP TM WILL M
06/25/2009	TANDEM MASTER	1.00	TM BRYAN B
06/25/2009	TANDEM MASTER	1.00	TM KATIE B
06/25/2009	TANDEM MASTER	1.00	TM 2 CLIFF D
06/25/2009	TANDEM MASTER	1.00	TM EILEEN W
06/25/2009	TANDEM MASTER	1.00	TM NICHOLAS C
06/25/2009	TANDEM MASTER	1.00	TM ALEX D
06/25/2009	TANDEM MASTER	1.00	TM JOEL F
06/26/2009	TANDEM MASTER	1.00	TM NICHOLAS L
06/26/2009	TANDEM MASTER	1.00	TM JOHN K
06/26/2009	TANDEM MASTER	1.00	TM PALMA C
06/26/2009	TANDEM MASTER	1.00	TM FRED H
06/26/2009	TANDEM MASTER	1.00	TM JOE C
06/26/2009	TANDEM MASTER	1.00	TM CHRIS L
06/27/2009	TANDEM MASTER	1.00	TM ANNA M
06/27/2009	TANDEM MASTER	1.00	TM BEN H
06/27/2009	TANDEM MASTER	1.00	TM LISA S
06/27/2009	TANDEM MASTER	1.00	TM BARABRA B
06/27/2009	TANDEM MASTER	1.00	TM UJAS S
06/27/2009	TANDEM MASTER	1.00	TM CLIFF B
06/27/2009	TANDEM MASTER	1.00	TM DURRON W
06/27/2009	TANDEM MASTER	1.00	TM KARTHIK S
06/27/2009	TANDEM MASTER	1.00	TM JIM M
06/27/2009	TANDEM MASTER	1.00	TM BEN L
06/27/2009	TANDEM MASTER	1.00	TM STEVEN C
06/27/2009	TANDEM MASTER	1.00	TM AMAR S
06/27/2009	TANDEM MASTER	1.00	TM PHILIP L
06/27/2009	TANDEM MASTER	1.00	TM MELISSA C
06/28/2009	TANDEM MASTER	1.00	TM VICTOR M

01/06/2011

4

Def. Exh. Q

5

01/01/2009 - 12/31/2009

Donald Zarda

06/28/2009	TANDEM MASTER	1.00	TM MICHAEL B
06/28/2009	TANDEM MASTER	1.00	TM JESSICA M
06/28/2009	TANDEM MASTER	1.00	TM 2 MATT P
06/28/2009	TANDEM MASTER	1.00	TM JASON P
06/28/2009	TANDEM MASTER	1.00	TM CHRIS K
06/28/2009	TANDEM MASTER	1.00	TM AMANDA S
06/28/2009	TANDEM MASTER	1.00	TM STEPHEN C
06/28/2009	TANDEM MASTER	1.00	TM EDWIN O
06/30/2009	TANDEM MASTER	1.00	TM CHRISRA M
06/30/2009	TANDEM MASTER	1.00	TM CASEY C
06/30/2009	TANDEM MASTER	1.00	TM RICH D
06/30/2009	TANDEM MASTER	1.00	TM BHARGAVA P
06/30/2009	TANDEM MASTER	1.00	TM BAJRAM A
06/30/2009	TANDEM MASTER	1.00	TM 2 DEREK R
07/02/2009	TANDEM MASTER	1.00	TM AMANDA C
07/02/2009	TANDEM MASTER	1.00	TM ALEX L
07/02/2009	TANDEM MASTER	1.00	TM JAKE N
		<b>201.00</b>	

01/06/2011

# EXHIBIT R

## Statement

Donald Zarda  
PO BOX 312

RICHMOND MO 64085

05/15/2010	TANDEM MASTER	Caravan 1	TM CHRIS W	WONG
05/15/2010	TANDEM MASTER	King Air 3	TM JENNY H	HELMS
05/15/2010	TANDEM MASTER	King Air 9	TM MIKE O	O'BRIEN
05/15/2010	TANDEM MASTER	Caravan 6	TM JESSICA R	RAHNER
05/15/2010	TANDEM MASTER	Caravan 7	TM VINCENT O	OMBRES
05/15/2010	TANDEM MASTER	King Air 13	TM BOBBY C	CHUEN
05/15/2010	TANDEM MASTER	King Air 14	TM MICHAEL F	FARBER
05/15/2010	TANDEM MASTER	King Air 15	TM HEATHER D	DOUGHERTY
05/16/2010	TANDEM MASTER	Caravan 1	TM DINLER S	SELAHATTIN
05/16/2010	TANDEM MASTER	King Air 1	TM STEVEN W	WECKESSER
05/16/2010	TANDEM MASTER	King Air 4	TM QUINIQUE H	HOLLIS
05/16/2010	TANDEM MASTER	King Air 6	TM MATT G	GARRETT
05/16/2010	TANDEM MASTER	King Air 8	TM MICHAEL R	ROGAN
05/16/2010	TANDEM MASTER	Caravan 7	TM JOE P	PATTI
05/16/2010	TANDEM MASTER	King Air 11	TM DANIEL P	PAYNE
05/16/2010	TANDEM MASTER	King Air 13	TM KAREN C	COTTET
05/16/2010	TANDEM MASTER	King Air 15	TM CHRISTINE S	SCHMIEDECKE
05/16/2010	TANDEM MASTER	Caravan 14	TM DAVID K	KUTSY
05/16/2010	TANDEM MASTER	Caravan 16	TM DANIEL K	KANG
05/17/2010	TANDEM MASTER	Caravan 2	TM DAVID G	GALISON
05/17/2010	TANDEM MASTER	Caravan 3	TM KEVIN W	WATERMAN
05/20/2010	TANDEM MASTER	King Air 1	TM KAREN K	KEANE
05/20/2010	TANDEM MASTER	King Air 3	TM SARA Z	ZIER
05/20/2010	TANDEM MASTER	King Air 10	TM MYCHAL P	PIVETZ
05/20/2010	TANDEM MASTER	King Air 11	TM EVAN P	PALAMARA
05/21/2010	COACH	Caravan 8	C MICHAEL S	STACK
05/21/2010	TANDEM MASTER	Caravan 6	TM Nanci S	SCOTTI
05/21/2010	TANDEM MASTER	Caravan 2	TM JAKE B	BERNARD
05/21/2010	TANDEM MASTER	Caravan 3	TM RUSSELL J	JOHNSON
05/22/2010	TANDEM MASTER	King Air 7	TM CAROL C	CHAN
05/22/2010	TANDEM MASTER	King Air 8	TM GUSTAVO D	DOMINGUEZ
05/22/2010	TANDEM MASTER	King Air 10	TM DIANA H	HENRIQUEZ
05/22/2010	TANDEM MASTER	King Air 12	TM GAVIN C	CORTEZ
05/22/2010	TANDEM MASTER	Caravan 4	TM MICHAEL C	CORBY
05/22/2010	TANDEM MASTER	King Air 3	TM JEREMY M	MOROWITZ
05/22/2010	TANDEM MASTER	Caravan 2	TM LARS A	ARRINGTON
05/22/2010	TANDEM MASTER	King Air 14	TM 2 PAUL C	CICILLINI
05/22/2010	TANDEM MASTER	King Air 15	TM MELISSA R	RUSSOTTO
05/22/2010	TANDEM MASTER	King Air 5	TM BEVANO L	LIANTO
05/24/2010	TANDEM MASTER	Caravan 2	TM KRISTINA P	PAVLOVIC
05/25/2010	TANDEM MASTER	Caravan 2	TM SUZANNE A	ANNENERZ
05/25/2010	TANDEM MASTER	Caravan 3	TM CHAD R	REEVE

05/26/2010	TANDEM MASTER	Caravan 4	TM JERRY A	ARZU
05/26/2010	TANDEM MASTER	Caravan 2	TM ARIELLE M	MILLER
05/26/2010	TANDEM MASTER	Caravan 3	TM SAMIR A	AL-AZRI
05/27/2010	TANDEM MASTER	Caravan 1	TM BARBARA J	JASINSKI
05/27/2010	13,5	Caravan 2		
05/27/2010	TANDEM MASTER	Caravan 4	TM TIM I	IVORY
05/28/2010	TANDEM MASTER	King Air 2	TM 2 MICHAEL H	HAGGERTY
05/28/2010	TANDEM MASTER	King Air 5	TM KEITH B	BROWE
05/28/2010	TANDEM MASTER	King Air 7	TM VISHAL B	BROWN
05/29/2010	TANDEM MASTER	Caravan 7	TM CONSTANCE S	SAVINO
05/29/2010	TANDEM MASTER	Caravan 3	TM ELIZABETH F	FRAYNE
05/29/2010	TANDEM MASTER	King Air 6	TM CHRISTIANN P	PERALTA
05/29/2010	TANDEM MASTER	King Air 7	TM JOHN S	SATIRO
05/29/2010	TANDEM MASTER	Caravan 1	TM JASON C	COCKER
05/29/2010	TANDEM MASTER	King Air 9	TM ALEX L	LUBARSKY
05/29/2010	TANDEM MASTER	Caravan 6	TM RICH D	DRAKKIR
05/29/2010	TANDEM MASTER	King Air 13	TM BETHANY H	HAWKE
05/29/2010	TANDEM MASTER	Caravan 11	TM ASHLEY R	ROBINSON
05/29/2010	BEACH JUMP	Caravan 13		
05/29/2010	TANDEM MASTER	Caravan 2	TM HEATHER W	WOOD
05/30/2010	TANDEM MASTER	King Air 6	TM SAID H	HEJAL
05/30/2010	TANDEM MASTER	King Air 7	TM CHRISTIE C	CEPARANO
05/30/2010	TANDEM MASTER	King Air 9	TM MOA L	LINDGREN
05/30/2010	TANDEM MASTER	King Air 11	TM XIAOLU Y	YU
05/30/2010	TANDEM MASTER	King Air 13	TM HARISON F	FOLEY
05/30/2010	TANDEM MASTER	King Air 1	TM BETHANY A	AGRESTA
05/30/2010	TANDEM MASTER	Caravan 3	TM KRISTIN K	KRAMKOWSKI
05/30/2010	TANDEM MASTER	Caravan 4	TM EVAN J	JACOBS
05/30/2010	TANDEM MASTER	King Air 14	TM GLENDA S	SMART
05/31/2010	TANDEM MASTER	Caravan 8	TM DANIEL B	BECK
05/31/2010	TANDEM MASTER	Caravan 2	TM JOHN D	DEANGELIS
05/31/2010	TANDEM MASTER	King Air 1	TM TYLER G	GRAY
05/31/2010	TANDEM MASTER	King Air 3	TM 3 DAVID W	WANDT
05/31/2010	TANDEM MASTER	Caravan 5	TM PETER M	MCGREEVY
05/31/2010	TANDEM MASTER	King Air 5	TM MARGARET B	BEAUMONT
05/31/2010	TANDEM MASTER	Caravan 7	TM PRATAP P	PANDIT
06/02/2010	TANDEM MASTER	Caravan 9	TM SANDRA C	CARRUAJUL
06/02/2010	TANDEM MASTER	Caravan 10	TM BRIAN S	STUART
06/02/2010	TANDEM MASTER	Caravan 13	TM AIDIN A	ADILOVIC
06/02/2010	TANDEM MASTER	Caravan 11	TM MAXIMO S	SANCHEZ
06/02/2010	TANDEM MASTER	Caravan 1	TM MRINALINI L	LOEW
06/02/2010	TANDEM MASTER	Caravan 2	TM VIRGINIA S	STANKAITIENE
06/02/2010	TANDEM MASTER	Caravan 3	TM RICHARD F	FORRESTAL
06/02/2010	AFF INSTRUCTOR	Caravan 5	AFP 2 CESAR N	NUNEZ
06/02/2010	TANDEM MASTER	Caravan 6	TM GEORGE L	LIPPI
06/02/2010	TANDEM MASTER	Caravan 7	TM ROB W	WILSON
06/02/2010	TANDEM MASTER	Caravan 8	TM DIEGO M	MENENDEZ
06/04/2010	TANDEM MASTER	Caravan 1	TM JULIE S	STUART
06/04/2010	TANDEM MASTER	Caravan 3	TM ALEX B	BRINGMANN

06/18/2010	TANDEM MASTER	Caravan 3	TM STASH	DRAKOS
06/18/2010	TANDEM MASTER	Caravan 4	TM DOMENICK M	MARCELLO
06/18/2010	TANDEM MASTER	Caravan 6	TM GUY H	HOLT
06/18/2010	TANDEM MASTER	Caravan 7	TM ROSANA O	ORELLANA
06/18/2010	AFF INSTRUCTOR	Caravan 11	AFP 2 RICH A	ACEVEDO
06/18/2010	TANDEM MASTER	Caravan 13	TM CHRIS S	SPENCER
06/18/2010	TANDEM MASTER	Caravan 15	TM ALEXANDER D	DELBALSO
06/18/2010	TANDEM MASTER	Caravan 16	TM JASON H	HARAY
06/19/2010	TANDEM MASTER	Caravan 1	TM LYLE P	POSECION
06/19/2010	TANDEM MASTER	Caravan 2	TM NICOLAS S	SARRO
06/19/2010	TANDEM MASTER	Caravan 3	TM BRIAN G	GRODOTZKE
06/19/2010	TANDEM MASTER	Caravan 4	TM JODI K	KENNEDY
06/19/2010	TANDEM MASTER	Caravan 6	TM HEATHER O	ODEADY
06/19/2010	TANDEM MASTER	Caravan 8	TM GINA L	LUCIANO
06/19/2010	TANDEM MASTER	Caravan 9	TM NATALIA A	ASTORGA
06/19/2010	TANDEM MASTER	Caravan 12	TM MICHAEL H	HAYES
06/19/2010	TANDEM MASTER	Caravan 15	TM STEPHEN A	ANDERSON
06/19/2010	TANDEM MASTER	Caravan 16	TM MARK P	PHILLIPS
06/19/2010	TANDEM MASTER	Caravan 18	TM CHRIS E	ELDEMIR
06/20/2010	TANDEM MASTER	Caravan 6	TM PAUL S	SCHWARTZBERG
06/20/2010	TANDEM MASTER	Caravan 2	TM PETER G	GUMBRECHT
06/20/2010	TANDEM MASTER	Caravan 4	TM CAMELIA A	ALEXANDRU
06/20/2010	TANDEM MASTER	King Air 1	TM EMMA H	HARTMANN
06/20/2010	TANDEM MASTER	King Air 3	TM ALYSSA A	ABREU
06/20/2010	TANDEM MASTER	Caravan 10	TM PATRICIA D	DEANGELIS
06/20/2010	TANDEM MASTER	King Air 4	TM JULIE O	OLSHANETSHAYA
06/21/2010	TANDEM MASTER	Caravan 3	TM ETHAN F	FIREDMAN
06/21/2010	TANDEM MASTER	Caravan 4	TM AMANDA A	ASHMAWI
06/21/2010	TANDEM MASTER	Caravan 2	TM CAROL R	ROY
06/21/2010	TANDEM MASTER	Caravan 5	TM AMANDA G	GANZ
06/21/2010	TANDEM MASTER	Caravan 6	TM JAMES T	TRIPODI
06/21/2010	TANDEM MASTER	Caravan 7	TM HILA B	BEN GENA
06/21/2010	TANDEM MASTER	Caravan 9	TM 3 AVANTI S	SANDHIR
06/21/2010	TANDEM MASTER	Caravan 10	TM KYLE S	SWARTZ
06/21/2010	TANDEM MASTER	Caravan 12	TM SINEAD M	MCCORMICK

Remit to:

Skydive Long Island  
 4062 Grumman Blvd.  
 Calverton, NY 11933

# EXHIBIT S

EMPLOYEE W-2 WAGE SUMMARY 2009

0018-0018M104 000078-000300  
**ALTITUDE EXPRESS INC**  
 4062 GRUMMAN BLVD #24  
 CALVERTON NY 11933

FEDERAL WITHHOLDING EXEMPTIONS 1 3  
 NY WITHHOLDING EXEMPTIONS 1 3

For 2009, you have no payroll adjustments which affected your federal wages (Box 1) or state wages. Therefore, the wages on your final 2009 check statement should be the same as the wages reported on your W-2 statement.

REGULAR WAGES FOR 2009 8017.00

**DONALD J ZARDA**  
 PO BOX 312  
 RICHMOND MO 64085

15002

PAYROLLS BY **PAYCHEX**

Copy C, for employee records

**Form W-2 Wage and Tax Statement 2009**

a Control number 0018-0018M104 000078-000300		Void	c Employer's name, address, and ZIP code ALTITUDE EXPRESS INC 4062 GRUMMAN BLVD #24 CALVERTON NY 11933		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008				
b Employer's identification number 11-3246193		d Employee's social security number 489-86-2464				1 Wages, tips, other compensation 8017.00	2 Federal income tax withheld 537.35		
13 Salaried employee	Retirement plan	Third-party sick pay				3 Social security wages 8017.00	4 Social security tax withheld 497.05		
12 See Instrs. for Box 12		14 Other NYS DI 4.80		e Employee's name, address, and ZIP code DONALD J ZARDA PO BOX 312 RICHMOND MO 64085		5 Medicare wages and tips 8017.00	6 Medicare tax withheld 116.26		
						7 Social security tips	8 Allocated tips		
						9 Advance EIC payment	10 Dependent care benefits		
						11 Nonqualified plans			
15 State	Employer's state ID No. NY 113246193	16 State wages, tips, etc. 8017.00	17 State income tax 343.66	18 Local wages, tips, etc.	19 Local income tax	20 Locality name			

This information is being furnished to the Internal Revenue Service

Copy B, to be filed with employee's FEDERAL tax return

**Form W-2 Wage and Tax Statement 2009**

a Control number 0018-0018M104 000078-000300		Void	c Employer's name, address, and ZIP code ALTITUDE EXPRESS INC 4062 GRUMMAN BLVD #24 CALVERTON NY 11933		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008				
b Employer's identification number 11-3246193		d Employee's social security number 489-86-2464				1 Wages, tips, other compensation 8017.00	2 Federal income tax withheld 537.35		
13 Salaried employee	Retirement plan	Third-party sick pay				3 Social security wages 8017.00	4 Social security tax withheld 497.05		
12 See Instrs. for Box 12		14 Other NYS DI 4.80		e Employee's name, address, and ZIP code DONALD J ZARDA PO BOX 312 RICHMOND MO 64085		5 Medicare wages and tips 8017.00	6 Medicare tax withheld 116.26		
						7 Social security tips	8 Allocated tips		
						9 Advance EIC payment	10 Dependent care benefits		
						11 Nonqualified plans			
15 State	Employer's state ID No. NY 113246193	16 State wages, tips, etc. 8017.00	17 State income tax 343.66	18 Local wages, tips, etc.	19 Local income tax	20 Locality name			

This information is being furnished to the Internal Revenue Service

Copy 2, to be filed with employee's tax return for NY

**Form W-2 Wage and Tax Statement 2009**

a Control number 0018-0018M104 000078-000300		Void	c Employer's name, address, and ZIP code ALTITUDE EXPRESS INC 4062 GRUMMAN BLVD #24 CALVERTON NY 11933		Department of the Treasury - Internal Revenue Service OMB No. 1545-0008				
b Employer's identification number 11-3246193		d Employee's social security number 489-86-2464				1 Wages, tips, other compensation 8017.00	2 Federal income tax withheld 537.35		
13 Salaried employee	Retirement plan	Third-party sick pay				3 Social security wages 8017.00	4 Social security tax withheld 497.05		
12 See Instrs. for Box 12		14 Other NYS DI 4.80		e Employee's name, address, and ZIP code DONALD J ZARDA PO BOX 312 RICHMOND MO 64085		5 Medicare wages and tips 8017.00	6 Medicare tax withheld 116.26		
						7 Social security tips	8 Allocated tips		
						9 Advance EIC payment	10 Dependent care benefits		
						11 Nonqualified plans			
15 State	Employer's state ID No. NY 113246193	16 State wages, tips, etc. 8017.00	17 State income tax 343.66	18 Local wages, tips, etc.	19 Local income tax	20 Locality name			

ZARDA000081

# EXHIBIT T

Form **1040** Department of the Treasury - Internal Revenue Service (99) **2011** U.S. Individual Income Tax Return OMB No. 1545-0074 RS Use Only - Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2011, or other tax year beginning . . . . . 2011, ending . . . . . 20 . . . . .

Your first name and initial <b>Donald J</b>	Last name <b>Zarda</b>	Your social security number <b>489-86-2464</b>
If a joint return, spouse's first name and initial	Last name	Spouse's social security number

Home address (number and street). If you have a P.O. box, see instructions.  
**PO BOX 312** Apt. no. ▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).  
**Richmond, MO 64085**

Foreign country name Foreign province/county Foreign postal code

**Filing Status**

1  Single

2  Married filing jointly (even if only one had income)

3  Married filing separately. Enter spouse's SSN above and full name here. ▶

4  Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶

5  Qualifying widow(er) with dependent child

**Exemptions**

6a  Yourself. If someone can claim you as a dependent, do not check box 6a . . . . .

b  Spouse . . . . .

c Dependents:		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) X if child under age 17 qualifying for child tax credit (see instr.)
(1) First name	Last name			
				<input type="checkbox"/>

If more than four dependents, see instructions and check here ▶

**Boxes checked on 6a and 6b** **1**

**No. of children on 6c who:**

- lived with you **0**
- did not live with you due to divorce or separation (see instructions) **0**

**Dependents on 6c not entered above** **0**

**Add numbers on lines above ▶** **1**

d Total number of exemptions claimed . . . . .

**Income**

7	Wages, salaries, tips, etc. Attach Form(s) W-2 . . . . .	7	<b>23,510.</b>
8a	Taxable interest. Attach Schedule B if required . . . . .	8a	
b	Tax-exempt interest. Do not include on line 8a . . . . .	8b	
9a	Ordinary dividends. Attach Schedule B if required . . . . .	9a	
b	Qualified dividends . . . . .	9b	
10	Taxable refunds, credits, or offsets of state and local income taxes . . . . .	10	
11	Alimony received . . . . .	11	
12	Business income or (loss). Attach Schedule C or C-EZ . . . . .	12	<b>675.</b>
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here: ▶ <input type="checkbox"/>	13	
14	Other gains or (losses). Attach Form 4797 . . . . .	14	
15a	IRA distributions . . . . .	15a	
b	Taxable amount . . . . .	15b	
16a	Pensions and annuities . . . . .	16a	
b	Taxable amount . . . . .	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E . . . . .	17	
18	Farm income or (loss). Attach Schedule F . . . . .	18	
19	Unemployment compensation . . . . .	19	<b>1,935.</b>
20a	Social security benefits . . . . .	20a	
b	Taxable amount . . . . .	20b	
21	Other income. List type and amount . . . . .	21	
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	<b>26,120.</b>

**Adjusted Gross Income**

23	Educator expenses . . . . .	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ . . . . .	24	
25	Health savings account deduction. Attach Form 8889 . . . . .	25	
26	Moving expenses. Attach Form 3903 . . . . .	26	
27	Deductible part of self-employment tax. Attach Schedule SE . . . . .	27	<b>48.</b>
28	Self-employed SEP, SIMPLE, and qualified plans . . . . .	28	
29	Self-employed health insurance deduction . . . . .	29	
30	Penalty on early withdrawal of savings . . . . .	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction . . . . .	32	
33	Student loan interest deduction . . . . .	33	
34	Tuition and fees. Attach Form 8917 . . . . .	34	
35	Domestic production activities deduction. Attach Form 8903 . . . . .	35	
36	Add lines 23 through 35 . . . . .	36	<b>48.</b>
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	<b>26,072.</b>

Form 1040 (2011) **Donald J Zarda**

**489-86-2464** Page 2

<b>Tax and Credits</b>	<b>38</b>	Amount from line 37 (adjusted gross income)	<b>38</b>	<b>26,072.</b>
	<b>39a</b>	Check <input type="checkbox"/> You were born before January 2, 1947, <input type="checkbox"/> Blind. <input type="checkbox"/> Spouse was born before January 2, 1947, <input type="checkbox"/> Blind. Total boxes checked <b>▶ 39a</b> <b>0</b>		
	<b>b</b>	If your spouse itemizes on a separate return or you were a dual-status alien, check here <b>▶ 39b</b> <input type="checkbox"/>		
	<b>40</b>	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	<b>40</b>	<b>5,800.</b>
	<b>41</b>	Subtract line 40 from line 38	<b>41</b>	<b>20,272.</b>
	<b>42</b>	Exemptions. Multiply \$3,700 by the number on line 6d	<b>42</b>	<b>3,700.</b>
	<b>43</b>	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	<b>43</b>	<b>16,572.</b>
	<b>44</b>	Tax (see instructions). Check if any from: <b>a</b> <input type="checkbox"/> Form(s) 8814 <b>b</b> <input type="checkbox"/> Form 4972 <b>c</b> <input type="checkbox"/> 962 election	<b>44</b>	<b>2,061.</b>
	<b>45</b>	Alternative minimum tax (see instructions). Attach Form 6251	<b>45</b>	
	<b>46</b>	Add lines 44 and 45	<b>46</b>	<b>2,061.</b>
	<b>47</b>	Foreign tax credit. Attach Form 1116 if required	<b>47</b>	
	<b>48</b>	Credit for child and dependent care expenses. Attach Form 2441	<b>48</b>	
	<b>49</b>	Education credits from Form 8863, line 23	<b>49</b>	<b>1,500.</b>
	<b>50</b>	Retirement savings contributions credit. Attach Form 8880	<b>50</b>	
	<b>51</b>	Child tax credit (see instructions)	<b>51</b>	
	<b>52</b>	Residential energy credits. Attach Form 5695	<b>52</b>	
	<b>53</b>	Other credits from Form: <b>a</b> <input type="checkbox"/> 3800 <b>b</b> <input type="checkbox"/> 8801 <b>c</b> <input type="checkbox"/>	<b>53</b>	
	<b>54</b>	Add lines 47 through 53. These are your total credits	<b>54</b>	<b>1,500.</b>
	<b>55</b>	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-	<b>55</b>	<b>561.</b>
	<b>56</b>	Self-employment tax. Attach Schedule SE	<b>56</b>	<b>83.</b>
	<b>57</b>	Unreported social security and Medicare tax from Form: <b>a</b> <input type="checkbox"/> 4137 <b>b</b> <input type="checkbox"/> 8919	<b>57</b>	
	<b>58</b>	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	<b>58</b>	
	<b>59a</b>	Household employment taxes from Schedule H	<b>59a</b>	
	<b>b</b>	First-time homebuyer credit repayment. Attach Form 5405 if required	<b>59b</b>	
	<b>60</b>	Other taxes. Enter code(s) from instructions	<b>60</b>	
	<b>61</b>	Add lines 55 through 60. This is your total tax	<b>61</b>	<b>644.</b>
	<b>62</b>	Federal income tax withheld from Forms W-2 and 1099	<b>62</b>	
	<b>63</b>	2011 estimated tax payments and amount applied from 2010 return	<b>63</b>	
	<b>64a</b>	Earned income credit (EIC). <b>NO.</b>	<b>64a</b>	
	<b>b</b>	Nontaxable combat pay election. <b>64b</b>		
	<b>65</b>	Additional child tax credit. Attach Form 8812	<b>65</b>	
	<b>66</b>	American opportunity credit from Form 8863, line 14	<b>66</b>	<b>1,000.</b>
	<b>67</b>	First-time homebuyer credit from Form 5405, line 10	<b>67</b>	
	<b>68</b>	Amount paid with request for extension to file	<b>68</b>	
	<b>69</b>	Excess social security and tier 1 RRTA tax withheld	<b>69</b>	
	<b>70</b>	Credit for federal tax on fuels. Attach Form 4136	<b>70</b>	
	<b>71</b>	Credits from Form: <b>a</b> <input type="checkbox"/> 2439 <b>b</b> <input type="checkbox"/> 8839 <b>c</b> <input type="checkbox"/> 8801 <b>d</b> <input type="checkbox"/> 8885	<b>71</b>	
	<b>72</b>	Add lines 62, 63, 64a, and 65 through 71. These are your total payments	<b>72</b>	<b>1,000.</b>
	<b>73</b>	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	<b>73</b>	<b>356.</b>
	<b>74a</b>	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <b>▶</b> <input type="checkbox"/>	<b>74a</b>	<b>356.</b>
	<b>b</b>	Routing number <b>▶</b> <input type="checkbox"/> <b>c</b> Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
	<b>d</b>	Account number <b>▶</b> <input type="checkbox"/>		
	<b>75</b>	Amount of line 73 you want applied to your 2012 estimated tax <b>▶</b>	<b>75</b>	
	<b>76</b>	Amount you owe. Subtract line 72 from line 61. For details on how to pay, see instructions <b>▶</b>	<b>76</b>	<b>0.</b>
	<b>77</b>	Estimated tax penalty (see instructions)	<b>77</b>	

**Standard Deduction for-**  
 • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions.  
 • All others: Single or Married filing separately, \$5,800  
 Married filing jointly or Qualifying widow(er), \$11,600  
 Head of household, \$8,500

**Payments**

If you have a qualifying child, attach Schedule EIC.

**Refund**

Direct deposit? See instructions.

**Amount You Owe**

**Third Party Designee**

Do you want to allow another person to discuss this return with the IRS (see instructions)?  Yes. Complete below.  No

Designee's name **▶** \_\_\_\_\_ Phone no. **▶** \_\_\_\_\_ Personal identification number (PIN) **▶** \_\_\_\_\_

**Sign Here**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See instr. Keep a copy for your records.	Your signature <b>▶</b> _____	Date <b>▶</b> _____	Your occupation <b>▶</b> Skydiving Instructor	Daytime phone number <b>▶</b> (631) 440-6124
	Spouse's signature. If a joint return, both must sign. <b>▶</b> _____	Date <b>▶</b> _____	Spouse's occupation <b>▶</b> _____	If the IRS sent you an Identity Protection PIN, enter it here (see inst.) <b>▶</b> _____

**Paid Preparer Use Only**

Print/Type preparer's name <b>▶</b> _____	Preparer's signature <b>▶</b> _____	Date <b>▶</b> _____	Check <input type="checkbox"/> if self-employed	PTIN <b>▶</b> _____
Firm's name <b>▶</b> _____	Firm's EIN <b>▶</b> _____		Phone no. <b>▶</b> _____	
Firm's address <b>▶</b> _____				

# EXHIBIT U



Office of General Counsel  
600 S. Clyde Morris Blvd.  
Daytona Beach, FL 32114-3900  
386-226-6252  
Fax: 386-226-4920

May 26, 2011

Invoice #: 10010

Zabell & Associates, P.C.  
Attn: Saul Zabell  
4875 Sunrise Highway, Suite 300  
Bohemia, NY 11716

Re: Records for Donald Zarda

Mr. Zabell:

Per your recent request, enclosed you will find all available records from Embry-Riddle Aeronautical University pertaining to Donald Zarda. Also enclosed is an invoice for the cost of production. Please remit payment within 30 days.

If you require further assistance, feel free to contact our office as listed above.

For the General Counsel

Sincerely,

Maylen Grillot  
Paralegal

Enclosure



---

Office of General Counsel  
600 S. Clyde Morris Blvd.  
Daytona Beach, FL 32114-3900  
386-226-6252  
Fax: 386-226-4920

**INVOICE**

DATE: 5/26/11

INVOICE #: 10010

MATERIALS PROVIDED: Production Document Request

FOR: Zabell & Associates, P.C.

RE: Donald Zarda

PRODUCTION COST: \$27.50

ERAU TAX ID#: 59-0936101

PLEASE REMIT PAYMENT TO: Embry-Riddle Aeronautical University  
Office of General Counsel  
Attn: Maylen Grillot  
600 S. Clyde Morris Blvd.  
Daytona Beach, FL 32114

Counseling and Advising Clients Exclusively on Laws of the Workplace

**Z** **Zabell & Associates, P.C.**  
EMPLOYMENT COUNSELING, LITIGATION, LABOR & BENEFITS LAW

ZABELL & ASSOCIATES, P.C.  
4875 SUNRISE HIGHWAY  
SUITE 300  
BOHEMIA, NEW YORK 11716  
TEL. 631-589-7242  
FAX. 631-563-7475  
www.Laborlawsny.com

Saul D. Zabell  
[SZabell@laborlawsny.com](mailto:SZabell@laborlawsny.com)

May 9, 2011

VIA FIRST CLASS MAIL

Embry-Riddle Aeronautical University  
Student Records Officer  
600 S. Clyde Morris Boulevard  
Daytona Beach, FL 32114-3900

RECEIVED

MAY 18 2011

WWW.REGISTRAR.SERVICES

RECEIVED

MAY 12 2011

DB-R&R

Re: **Zarda v. Altitude Express, Inc., et al.**  
**Case No.: CV-10-4334 (JFB)(ARL)**

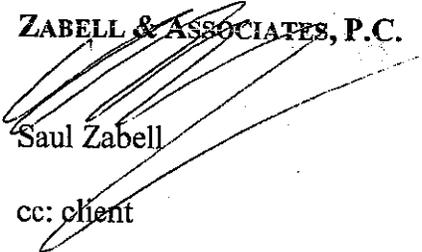
Dear Sir or Madam:

This firm is counsel to Altitude Express, Inc. and Ray Maynard, Defendants in the above-referenced matter. We write regarding student No.: 1221729, Donald Zarda, Plaintiff in this matter. Enclosed, please find a notarized Release executed by Mr. Zarda authorizing the release of all of his academic and financial information to the undersigned law firm. Accordingly, kindly forward a copy of the requested records to the undersigned at your earliest convenience

Thank you in advance for your cooperation. Please contact me should you have further questions regarding this matter.

Very truly yours,

ZABELL & ASSOCIATES, P.C.

  
Saul Zabell

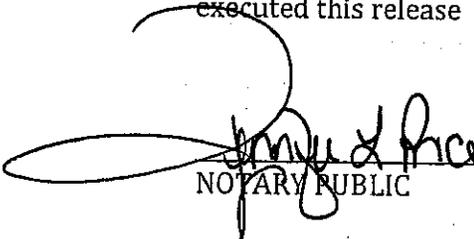
cc: client

I, DONALD ZARDA, student Id number 1221729, do hereby permit Embry-Riddle Aeronautical University to release all academic and financial information available to the following entities and individuals:

Zabell & Associates, P.C.  
4875 Sunrise Highway, Suite 300  
Bohemia, New York 11716

Gregory Antollino  
Attorney at Law  
18-20 West 21<sup>st</sup> Street #802  
New York, NY 10010

On April 14, 2011, a person I know to be DONALD ZARDA appeared before me and executed this release

  
NOTARY PUBLIC

  
Donald Zarda

**JENNIFER L. PRICE**  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Lafayette County  
My Commission Expires: June 17, 2012  
08381437

4/14/2011

RECEIVED

MAY 18 2011

The following is enclosed in order of the date the document was placed in the student's official file:

Registrar Documents:

1. Official Academic Evaluation (Dated 04/25/2005)
2. University of Missouri – Rolla – Official transcripts used for academic evaluation (Dated 01/11/2005)
3. The Metropolitan Community Colleges – Official transcripts used for academic evaluation (Dated 01/12/2005)
4. Correspondence in regards to the student's evaluation. (Dated 03/30/2005)
5. Request for an Official Evaluation (Dated 11/02/2007)
6. Request for an Official Evaluation (Dated 10/28/2009)
7. Correspondence in regards to a late registration. (Dated 06/10/2010)
8. ERAU Official Academic Transcript for Donald Zarda

Financial Aid Documents:

1. Faxed Letter from Donald J Zarda (Dated 12/13/2010)
2. Letter from FSA (Dated 12/20/2010)
3. 2010-2011 Financial Aid Status Form (Dated 05/03/2011)
4. 2011-2012 Financial Aid Status Form (Dated 05/09/2011)
5. ERAU Independent Verification Worksheet (Dated (05/09/2011)



600 S. Clyde Morris Blvd.  
Daytona Beach, FL 32114-3900

Def. Exh. U



University of Missouri - Rolla

Date: 01/04/2005 Page: 1 of 2

Official Transcript

Student: Zarda, Donald Jeffery  
 ID: 06064154  
 Date of Birth: 05/27/XXXX  
 Soc. Sec. Number: XXX-XX-2464  
 1221729

This transcript has been produced for:

Extended Campus - DLEO  
 Embry-Riddle Aeronautical Univ  
 600 South Clyde-Morris Blvd  
 Daytona Beach FL 32114-3900

Course Number	Course Title	Grade	Hours	Remarks
WINT 1992	Univ of MO-Rol	UENG	FR-EL ENG	
Chem 3	General Chemistry	F	3.0	
Comp Sci 53	Intro To Programming	F	3.0	
Fr Eng 15	Intro To Career In Engr	F	0.5	
Math 6	Trigonometry	C	2.0	
Mil Air 12	The Air Force Today II	B	1.0	
Philos 15	Introduction To Logic	D	3.0	
Psych 50	General Psychology I	B	3.0	

UGRD Term:	GPA	Hrs Att	Hrs Ern	Qual Pt	GPA
UGRD Term:	15.5	15.5	9.0	19.00	1.226
UGRD CUM:	52.0	52.0	45.5	123.00	2.365

SUM 1992	Univ of MO-Rol	UENG	FR-EL ENG	
Chem 3	General Chemistry	C	3.0	
Mil Army 30	Wildness Surv & Life-Sav	A	1.0	

UGRD Term:	GPA	Hrs Att	Hrs Ern	Qual Pt	GPA
UGRD Term:	4.0	4.0	4.0	10.00	2.500
UGRD CUM:	56.0	56.0	49.5	133.00	2.375

FALL 1992	Univ of MO-Rol	UENG	FR-EL ENG	
Comp Sci 73	Basic Scientific Program	B	2.0	
Comp Sci 77	Computer Programming Lab	A	1.0	
Math 8	Calc With Analyt Geom I	D	5.0	
Mil Air 21	Devlpmnt Of Air Power I	WD	1.0	
Mil Army 40	Military Science 40	A	1.0	
Psych 305	Cognitive Psychology	B	3.0	
Psych 330	Physiological Psychology	A	3.0	

UGRD Term:	GPA	Hrs Att	Hrs Ern	Qual Pt	GPA
UGRD Term:	15.0	15.0	15.0	40.00	2.667
UGRD CUM:	71.0	71.0	64.5	173.00	2.437

WINT 1993	Univ of MO-Rol	UENG	FR-EL ENG	
Fr Eng 15	Intro To Career In Engr	C	0.5	
Math 8	Calc With Analyt Geom I	WD	5.0	
Mil Army 108	Military Science Adv	WD	3.0	
Psych 212	Industrial Psychology	C	3.0	
Psych 374	Organizational Psych	C	3.0	

UGRD Term:	GPA	Hrs Att	Hrs Ern	Qual Pt	GPA
UGRD Term:	6.5	6.5	6.5	13.00	2.000
UGRD CUM:	77.5	77.5	71.0	186.00	2.400

FALL 1993	Univ of MO-Rol	UENG	FR-EL ENG	
Math 8	Calc With Analyt Geom I	C	5.0	
Physics 1	Introduction To Physics	A	1.0	
Psych 220	Psy Sensatn & Perception	B	3.0	

UGRD Term:	GPA	Hrs Att	Hrs Ern	Qual Pt	GPA
UGRD Term:	9.0	9.0	9.0	23.00	2.556
UGRD CUM:	86.5	86.5	80.0	209.00	2.416

RECEIVED  
 JAN 11 2005  
 EC STUDENT SERVICES  
 RECEIVED  
 JAN 10 2005  
 DLEO Extended Campus

Course Number	Course Title	Grade	Hours	Remarks	
WINT 1990	Longview Community College				
Gncr 040	Intro Algebra	A	3.0		
Gncr 101	Surv Chem	A	5.0		
FALL 1990	Longview Community College				
Econom 122	Principles Of Macroecon	C	3.0		
English 001	Composition	C	3.0		
Gncr 110	Intrmd Algebra	A	3.0		
Hist 175	American Hist To 1877	D	3.0		
FALL 1991	Univ of MO-Rol	UENG	FR-EL ENG		
Chem 1	General Chemistry	C	4.0		
Chem 2	General Chemistry Lab	A	1.0		
Eng Gr 10	Engr Draw & Descrip Geom	A	3.0		
Fr Eng 5	Introduction To Engr	C	0.5		
Math 2	College Algebra	C	5.0		
Math 4	College Algebra	WD	3.0		
Math 6	Trigonometry	WD	2.0		
Mil Air 11	The Air Force Today I	B	1.0		
Mil Army 10	Ranger Operations	B	1.0		
Mil Army 20	Military Marksmanship	A	1.0		
UGRD Term:	GPA	Hrs Att	Hrs Ern	Qual Pt	GPA
UGRD Term:	16.5	16.5	16.5	45.00	2.727
UGRD CUM:	36.5	36.5	104.00	284.9	2.849

Official transcripts are printed on blue safety paper and bear the university seal and the signature of the registrar. See reverse side for explanation of grades.

In accordance with the Family Educational Rights and Privacy Acts of 1974, information from this transcript may not be released to a third party without written consent of the student. If you are unable to comply fully with this requirement, please return this record to us immediately.

RAISED SEAL NOT REQUIRED

*[Signature]*  
 Registrar



University of Missouri - Rolla

Date: 01/04/2005 Page: 2 of 2

Official Transcript

Name: Zarda, Donald Jeffery  
 Student ID: 06064154  
 Date of Birth: 05/27/XXXX  
 Soc. Sec. Number: XXX-XX-2464

This transcript has been produced for:

Extended Campus - DLEO  
 Embry-Riddle Aeronautical Univ  
 600 South Clyde-Morris Blvd  
 Daytona Beach FL 32114-3900

Course Number	Course Title	Grade	Hours	Remarks
---------------	--------------	-------	-------	---------

Course Number	Course Title	Grade	Hours	Remarks
WINT 1994 Math	Univ of MO-Rol 21 Calc With Analyt Geom II	UENG WD	FR-EL ENG 5.0	
UGRD Term:	GPA Hrs Att	Hrs Em	Qual Pt	GPA
	0.0	0.0	0.00	
UGRD CUM:	86.5	80.0	209.00	2.416

WS1994-Withdrew From 5/16/1994

**RECEIVED**  
 JAN 10 2005  
 DLEO  
 Extended Campus  
**RECEIVED**  
 JAN 11 2005  
 EC  
 STUDENT SERVICES

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RAISED SEAL  
 NOT REQUIRED

*[Signature]*  
 Registrar



UNIVERSITY OF MISSOURI-ROLLA  
Office of the Registrar  
1870 Miner Circle  
103 Parker Hall  
Rolla, MO 65409-0930  
(573) 341-4181, FAX (573) 341-4362  
Email: registrar@umr.edu  
Webpage: campus.umr.edu/registrar

Grading System in effect as of September 1, 1958.

UNDERGRADUATE

A-EXCELLENT  
B-SUPERIOR  
C-MEDIUM  
D-INFERIOR  
F-FAILURE

GRADUATE

A-OUTSTANDING  
B-ENTIRELY SATISFACTORY  
C-SATISFACTORY TO A LIMITED EXTENT  
F-FAILURE  
DL-DELAYED GRADE

Undergraduate and Graduate

EX-Credit with no grade assigned (by exam).

HR-Hearer

I-Incomplete (must be completed before 10th week of next term enrolled). Effective WS2001, before one calendar year.

P-Pass (used for courses taken "pass/fail" from Sept. 1971 to Aug 1972).

S-Satisfactory (used for courses taken "pass/fail").

U-Unsatisfactory (used for courses taken "pass/fail").

WD-Withdrawn from course without penalty.

IP-In-Progress course

PR-Pre-Registered course

Y-No grade available

Semester Honor Roll for Undergraduate students who complete at least 12 credit hours with all passing grades and a semester GPA of at least 3.200.

One credit hour consists of one 50-minute lecture period or one three-hour laboratory period per week for a semester of 16 weeks.

Grade point values based on A = 4.000 scale.

Course Numbering

0-99 Courses normally taken by freshmen and sophomores.  
100-199 Courses normally taken by upper-class undergraduates.  
200-299 Upper-class undergraduates and restricted graduate courses.  
300-399 Upper-class undergraduates and graduate students.  
400-499 Graduate courses and research.

Remarks and Headings

DUCAR D UG CAR - Graduate Credit earned by Undergraduate Student.

DGCAR D GR CAR - Undergraduate Credit earned by Graduate Student.

R-Repeated Course, removed from Grade Point Average.

Confidentiality

This document and the information contained in this document cannot be released to a third party without the written consent of the student in compliance with the Family Educational Rights and Privacy Act of 1974.

To Confirm Authenticity

The background of the face of this document should consist of a repetition of the words University of Missouri in white from edge to edge on a light blue background. When photocopied in color or on the darker settings of black and white copiers, the word COPY will appear several times in large letters. A black and white document is not an original and should not be accepted as official. The signature of the Registrar and the official seal are printed on the face of the transcript.

**THE METROPOLITAN COMMUNITY COLLEGES**  
**BLUE RIVER • LONGVIEW • MAPLE WOODS • PENN VALLEY • BUSINESS & TECHNOLOGY COLLEGE**  
 Official transcripts are printed on tone color paper and bear the printed seal of MCC and the signature of MCC's certifying officer.

Page 2

Name : Zarda, Donald J  
 Student ID: 0726686  
 SSN : 489-86-2164  
 Print Date : 2005-01-07

**EC RECORDS**  
**AUTHENTICATED**  
**AS OFFICIAL**

Send To : Extended Campus-DLEO  
 Embry-Riddle Aeronautical University  
 600 South Clyde-Morris Boulevard  
 Daytona Beach, FL 32114  
 United States

MCC Totals - GPA : 2.950 TOTALS : 20.00 20.00 59.000

External Degrees

Blue Springs High School  
 1988-05-01 High School Diploma

MCC Coursework

Course	Description	Attempted	Earned	Grade	Points
101	SRVY CHEM	5.00	5.00	A	20.000
210	PRN ECONOMICS I	3.00	0.00	W	
101	COMP & READ I	3.00	0.00	W	
120	AM HISTORY I	3.00	0.00	W	
40	INTRO ALGEBRA	3.00	3.00	A	12.000
TERM GPA : 4.000		TERM TOTALS :	8.00	8.00	32.000

Honor Roll

1990 Fall

Course	Description	Attempted	Earned	Grade	Points
210	PRN ECONOMICS I	3.00	3.00	C	6.000
101	COMP & READ I	3.00	3.00	C	6.000
120	AM HISTORY I	3.00	3.00	D	3.000
110	INTRMD ALGEBRA	3.00	3.00	A	12.000
100	FN SPEECH I	3.00	0.00	W	
TERM GPA : 2.250		TERM TOTALS :	12.00	12.00	27.000

1991 Spring

Course	Description	Attempted	Earned	Grade	Points
111	GEN COL CHEM I	5.00	0.00	W	
152	ENGR GRAPH I	3.00	0.00	W	
120	COL ALGEBRA	3.00	0.00	W	
130	TRIGONOMETRY	3.00	0.00	W	
TERM GPA : 0.000		TERM TOTALS :	0.00	0.00	0.000

End of Transcript

RECEIVED  
 JAN 13 2005  
 EC  
 STUDENT SERVICES

RECEIVED  
 JAN 19 2005  
 DLEO  
 Extended Campus



The Family Educational Rights and Privacy Act of 1974 prohibits the release of this information without the student's written consent.

# The Metropolitan Community Colleges

## Blue River

(816) 655-6088  
Blue Springs Campus  
1501 W. Jefferson St.  
Blue Springs, MO 64015-7242  
Fax: (816) 655-6014

(816) 220-6520  
Independence Campus  
20301 E. 78 Hwy  
Independence, MO 64057-2053  
Fax: (816) 220-6511

## Business & Technology

(816) 482-5210  
1775 Universal Ave  
Kansas City, MO 64120-2429  
Fax: (816) 482-5256

## Longview

(816) 672-2248  
500 SW Longview Rd.  
Lee's Summit, MO 64081-2105  
Fax: (816) 672-2040

## Maple Woods

(816) 437-3118  
2601 N.E. Barry Rd  
Kansas City, MO 64156-1299  
Fax: (816) 437-3351

## Penn Valley

(816) 759-4099  
3201 SW Trafficway  
Kansas City, MO 64111-2764  
Fax: (816) 759-4478

MCC transcripts include all credit coursework taken at any/all of the MCC campuses. The Registrar/Records Office at any of the five MCC campuses may issue this transcript.

## ACCREDITATION

The Metropolitan Community Colleges are accredited by the North Central Association of Colleges and Schools (NCA) and have been since 1918. (See the MCC catalog for accreditation history that would reflect changes in name or type of accreditation during this time.)

## GRADING SYSTEM

Credits are expressed in semester hours. A semester hour is 750 minutes of classroom instruction or the equivalent in laboratory hours. Semester hours are listed as attempted and earned. Hours attempted do not include those for which the student received U, S, P, W, AU or credit by exam or courses repeated. For any course that is repeated, the last grade is used for grade point average calculation. Not all credits granted are degree applicable. Unless otherwise noted, a student is considered to be in good standing.

Grade points are assigned to letter grades as follows: A=4, B=3, C=2, D=1 and F=0. The total grade points accumulated are divided by the total number of hours attempted to determine the grade point average. Credit from transfer institutions will be converted to the 4-point system if different and included in the calculation of the grade point average.

A	Superior
B	Highly Satisfactory
C	Average
D	Below average, but passing
F	Failure
W	Withdrawal during the first 75 % of the semester, or withdrawal while passing during the last 25% of the semester (no credit)
S	Satisfactory performance with a grade of C or better
U	Unsatisfactory performance with a grade of D or F
I	Incomplete; failure to make up work by the succeeding semester results in the I being changed to an F
AU	Audit (no credit)

## GRADUATION REQUIREMENTS

A minimum of 62 semester hours with an MCC grade point average of 2.0 is required for all Associate Degrees.

## LEARNING ENHANCEMENTS

These are special courses to earn the MCC Associate in Arts transfer degree. They include 1) a Writing Intensive course and 2) a Human Diversity course or a Learning Community course. The Writing Intensive course will help students think clearly and express ideas precisely; their problem solving and critical thinking skills should improve. The Human Diversity course will help students perceive the sources of emotion, community and conflict associated with human diversity. Learning Communities are two or more classes that either meet separately but have a common theme and content-related assignments or can be team-taught in a single block of time. Curriculum is designed to integrate the disciplines.

See MCC Website for more info at or call any of the MCC colleges.



# METROPOLITAN

Community Colleges

Initials: GRB JMW jd jd

Date: 4/22/06, 1/17/08 01/30/09 01/06/10

Location: Worldwide Online

Primary MOS/NER:

SOC COAST 2	SOC COAST4	SOC AD2	SOC AD4	SOC NAV2	SOC NAV4	SOC MAR2	SOC MAR4	SOC GRD2	SOC GRD4	OTHER
										XX

STUDENT NAME: Zarda, Donald

STUDENT ID #: 1221729

	Branch of Service: CV										Yrs. of Service:				CREDITS NEEDED	COMMENTS
	BS	ERAU	TRANSFER	SERVICE SCHOOL	MOS	NATIONAL EXAMS	OTHER	UL	HRS	UL	HRS	UL	HRS	UL		
<b>~*LOGISTICS TECHNICAL SPECIALTY</b>	15														12	
*** SEE BACK FOR REQUIRED COURSES ***																
MGMT 308		X 3														ERAU
<b>~*GENERAL EDUCATION REQUIREMENTS</b>																
<b>COMMUNICATION THEORY &amp; SKILLS</b>	9														3	
ENGL 101 (ENGL 122)				3												LONGVIEW CC
ENGL 221		3														ERAU
<b>MATHEMATICS (College Algebra or Higher)</b>	6															
MATH 2 (MATH 140)				3												UNIV MISSOURI, ROLLA
MATH 8 (MATH 112)				3												UNIV MISSOURI, ROLLA
<b>COMPUTER SCIENCE</b>	3															
COMP SCI 77 (1) COMP SCI 73 (2)				3												UNIV MISSOURI, ROLLA
<b>PHYSICAL AND LIFE SCIENCES</b>	6															
CHEM 101				5												LONGVIEW CC
CHEM 2				1												UNIV MISSOURI, ROLLA
<b>HUMANITIES - LOWER LEVEL</b>	3															
HUMN 142		3														ERAU
<b>SOCIAL SCIENCES - LOWER LEVEL</b>	3															
PSYCH 50				3												UNIV MISSOURI, ROLLA
ECON 210 MICROECONOMICS	3	3														ERAU
<b>HUMANITIES/SOCIAL SCIENCES - UPPER L</b>	3															
PSYCH 330			X 3													UNIV MISSOURI, ROLLA
<b>PROGRAM SUPPORT:</b>																
ECON 211 MACROECONOMICS	3			3												LONGVIEW CC
MATH 211 STATISTICS W/ AVIATION APPLICATIONS OR MATH 222 BUSINESS STATISTICS	3	3														ERAU
<b>BUSINESS CORE:</b>																
MGMT 201 PRINCIPLES OF MANAGEMENT	3	3														ERAU
MGMT 210 FINANCIAL ACCOUNTING	3	3														ERAU
MGMT 221 ADVANCED COMPUTER BASED SYS	3	3														ERAU
MGMT 311 MARKETING	3														3	
MGMT 312 MANAGERIAL ACCOUNTING	3														3	
MGMT 314 HUMAN RESOURCE MANAGEMENT	3	X 3														ERAU
MGMT 317 ORGANIZATIONAL BEHAVIOR PSY	3		X 3													UNIV MISSOURI, ROLLA
MGMT 320 BUSINESS INFORMATION SYSTEMS	3														3	
MGMT 325 SOCIAL RESPONSIBILITY/ETHICS IN	3	X 3														ERAU
MGMT 335 INTERNATIONAL BUSINESS	3	X 3														ERAU
MGMT 390 BUSINESS LAW	3														3	
<b>~*MANAGEMENT ELECTIVES:</b>																
MGMT 406 STRATEGIC MANAGEMENT OF TECH	3														3	
ASCI 419 AVIATION MAINTENANCE MANAGEM	3														3	
MGMT 420 THE MANAGEMENT OF PROD. & OPS	3														3	
MGMT 424 PROJECT MANAGEMENT IN AVIATIO	3														3	
<b>OPEN ELECTIVES (Upper Level) (300-400):</b>																
PSYCH 305	3		X 3													UNIV MISSOURI, ROLLA
PSYCH 220	3		X 3													UNIV MISSOURI, ROLLA
PSYCH 212	3		X 3													UNIV MISSOURI, ROLLA
<b>OPEN ELECTIVES (Lower Level):</b>																
MATH 110	3		3													LONGVIEW CC
Eng Gr 10	3		3													UNIV MISSOURI, ROLLA
Mil Army 30 (1) Mil Army 40 (1) Mil Army 20 (1)	3		3													UNIV MISSOURI, ROLLA
<b>TOTALS</b>															39	TOTAL CREDITS NEEDED
<b>~SEE PAGE 2 FOR MORE INFORMATION</b>		33	48	0	0	0	0	0	0	0	0	0	0	0	81	TOTAL CREDITS AWARDED
	BS	ERAU	TRANSFER	SERVICE SCHOOL	MOS	NATIONAL EXAMS	OTHER								120	TOTAL FOR DEGREE
Residency Credit Completed: 33															27	(40 NEEDED)

5374

**EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, EXTENDED CAMPUS**  
**2004-2005 BACHELOR OF SCIENCE IN TECHNICAL MANAGEMENT**  
**LOGISTICS TECHNICAL SPECIALTY**

**STUDENT NAME: Zarda, Donald**

**ID# 1221729**

**\*TECHNICAL SPECIALTY (15) and UPPER LEVEL OPEN ELECTIVES (9):**

Complete Logistics Technical Specialty and Upper Level Open Elective requirements from the following list: MGMT 308, MGMT 321, MGMT 331, MGMT 332, MGMT 410, MGMT 411, MGMT 422, MGMT 440, MGMT 449, ECON 315, ECON 420

**\*TECHNICAL MANAGEMENT CORE: MGMT 406, ASCI 419, MGMT 420, MGMT 424**

**\*NO SUBSTITUTIONS ALLOWED**

All documents submitted have been reviewed for TOS credit.

**GENERAL EDUCATION REQUIREMENTS: (Course offerings may vary at EXTENDED CAMPUS locations)**

**Communications Theory and Skills: ENGL 122, SPCH 219, ENGL 221, ENGL 222 or ENGL 143**

**Computer Science: MGMT 120 -or- CSCI 109**

**Humanities: LOWER LEVEL: HUMN 140, HUMN 141, HUMN 142, ENGL 143,**

**Mathematics: MATH 120, MATH 220 -or- MATH 111, MATH 112 -or- MATH 140, MATH 142**

**Physical and Life Sciences: PHYS 102, BIOL 107, PHYS 142, PHYS 302, PHYS 304**

**Social Sciences: LOWER LEVEL: ECON 210, HIST 110, HIST 130, SOCI 210, PSYC 220**

**Humanities/Social Sciences - Upper Level: 300-400 LEVEL**

**DEGREE REQUIREMENTS OTHER THAN COURSE WORK:**

The evaluation worksheet is the document used to inform the applicant/student as to how credit is applicable in their selected degree program and should be followed unless the student decides to change their degree program, fails to matriculate or breaks continuing student status. The University reserves the right to change curricula and academic regulations and procedures without notice or obligation. Such changes are published in an addendum or in the next catalog. University regulations will not be waived because a student pleads ignorance of established policies and procedures. This evaluation worksheet is not inclusive of all graduation requirements. Refer to the Extended Campus volume of the University catalog.

**Credit in Excess:**

**University of Missouri - Rolla: Physics 1 (1) Chem 1 (4) Fr Eng 5 (.5) Math 2 (5) Mil Air 11 (1) Mil Army 10 (1)**

**Math 6 (MATH 142) (2) Math 2 (MATH 140) (2) CHEM 3 (3) Fr Eng 15 (.5)**

**No Credit awarded from these accredited institutions:**

**Course Descriptions/Other Needed:**

1682-B/EVAL 7-2004

**EMBRY-RIDDLE AERONAUTICAL UNIVERSITY WORLDWIDE CAMPUS**  
**MINOR AREAS OF STUDY**

2007-2008

**INTERNATIONAL RELATIONS - SECURITY AND INTELLIGENCE - AIRPORT MANAGEMENT**

Academic Evaluator Initials/Date: LCS 1/23/08 jd-01/30/09		STUDENT NAME: Zarda, Donald							
Location: Worldwide Online		STUDENT ID #: 1221729							
<b>[ X ] MINOR IN INTERNATIONAL RELATIONS</b>		ERAU	TRANSFER	SERVICE SCHOOLS	Ratn g	NATIONAL EXAMS	OTHE R	CREDIT NEEDED	COMMENTS
GOVT 331 CURRENT ISSUES IN AMERICA	3							3	
<i>Three semester hours must be completed from the following:</i>									
ECON 211 MACROECONOMICS ECON210			3						LONGVIEW CC
HIST 130 HISTORY OF AVIATION IN AMERICA									
<i>Nine semester hours must be completed from the following:</i>									
<i>(Choose any 3 of the following courses): MGMT 335, GOVT 325, GOVT 340, GOVT 363</i>									
MGMT 335 (X3)	9							6	
			3						ERAU
<b>TOTALS</b>	<b>15</b>							<b>9</b>	<b>TOTAL CREDITS NEEDED</b>
		3	3	0	0	0	0	6	<b>TOTAL CREDITS AWARDED</b>
<b>[ ] MINOR IN SECURITY AND INTELLIGENCE</b>		ERAU	TRANSFER	SERVICE SCHOOLS	Ratn g	NATIONAL EXAMS	OTHE R	CREDIT NEEDED	COMMENTS
GOVT 340 AMERICAN FOREIGN POLICY	3							3	
SCTY 312 GLOBAL CRIME AND CRIMINAL JUSTICE SYSTEMS	3							3	
SCTY 315 STUDIES IN INTELLIGENCE I	3							3	
SCTY 385 INTELLIGENCE ANALYSIS-WRITING AND BRIEFING	3							3	
SCTY 415 STUDIES IN INTELLIGENCE II	3							3	
SCTY 485 CORPORATE SECURITY	3							3	
SCTY 488 NATIONAL SECURITY ISSUES AND TERRORISM	3							3	
<b>TOTALS</b>	<b>21</b>							<b>21</b>	<b>TOTAL CREDITS NEEDED</b>
		0	0	0	0	0	0	0	<b>TOTAL CREDITS AWARDED</b>
<b>[ ] MINOR IN AIRPORT MANAGEMENT</b>		ERAU	TRANSFER	SERVICE SCHOOLS	Ratn g	NATIONAL EXAMS	OTHE R	CREDIT NEEDED	COMMENTS
ASCI 254 AVIATION LEGISLATION	3							3	
MGMT 408 AIRPORT MANAGEMENT	3							3	
MGMT 412 AIRPORT PLANNING AND DESIGN STANDARDS	3							3	
<i>Six semester hours must be completed from the following:</i>									
<i>(Choose any 2 of the following courses): ASCI 320, SFTY 345, SFTY 350, SFTY 409, ASCI 401, ASCI 405, ASCI 412, MGMT 324, MGMT 331, MGMT 406, MGMT 410, MGMT 418, MGMT 425, MGMT 426, MGMT 499, SCTY 400, SCTY 488</i>									
	6							6	
<b>TOTALS</b>	<b>15</b>							<b>15</b>	<b>TOTAL CREDITS NEEDED</b>
		0	0	0	0		0	0	<b>TOTAL CREDITS AWARDED</b>

Degree program or course availability may vary by location. Please verify program or course availability with your campus location or Worldwide Online AERO.

**DEGREE REQUIREMENTS OTHER THAN COURSE WORK:**

- Six (6) hours must be fulfilled at the upper-level • Six (6) hours of course work applied to a minor must be completed at Embry-Riddle University and at least three (3) of those hours completed in residence must be upper level.
- Students must earn a 2.0 GPA or higher within the minor. • No more than two substitutions (6 hours) are permitted in any one minor or in any combination of multiple minors.

**Linda Silva**

---

**From:** New Enrollment Advisor [ug.academic.advisor.abz@erau.edu]  
**Sent:** Wednesday, March 30, 2005 4:37 PM  
**To:** Linda Silva  
**Subject:** Donald Zarda 1221729

Linda,

I believe we have everything on this student except his Private Pilot. The student has opted to waive the credit from the PP at this time as we are having trouble getting a legible copy and he is anxious to get his evaluation. I submitted a request to have his degree program listed as BSTM. He does want the Logistics, and I may have left that off of the original request. Please process his evaluation. If you have any questions, please let me know. Thanks.

Sincerely,

Ronda Fox  
New Enrollment Advisor  
Embry Riddle Aeronautical University  
Distance Learning Enrollment Office  
1-800-359-3728 Opt. 2 or (386) 226-6392  
Fax (386) 226-7627  
AOL IM: ERAURonda

3/31/2005

*jd*

**From:** [ecd1sec@erau.edu]  
**Sent:** Tue, 28 Oct 2008 14:35:03 -0400 (EDT)  
**To:** [stellent@erau.edu]  
**CC:** [ecd1sec@erau.edu]  
**Subject:** ER-EVAL REQ

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - Worldwide  
Enrollment Management  
REQUEST FOR AN OFFICIAL EVALUATION

- Change of Program

---

- Add a Program

---

- Change of Area of Concentration, Major, Option, or Specialization  
to:

---

- Change of Catalog  
to:

---

- Declaration of Minor  
to:

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- This request is for an updated evaluation. (Limit one per evaluation anniversary year)

If you elect to change degree program, or to change to a different area of concentration, major, or option within a degree program, the requirements of the catalog currently in effect will apply. If you elect to change catalogs, you may move your matriculation catalog to the catalog currently in effect.  
 If a period in excess of two years has elapsed since you were enrolled in an ERAU course, it then become necessary to reapply for admission and this form should not be used to request an evaluation.

Student ID#: 1221729 Date of Request: 28-Oct-08  
 Name zarda donald  
 Degree Program: BSTM - LOGISTICS  
 Area of Concentration, Major, Option, or Specialization (if available):  
 Minor (if available) Int'l Relations  
 Comments: \_\_\_\_\_

\_\_\_\_\_  
(Student Signature) Not Mandatory (Campus Personnel Signature) Not Mandatory

\_\_\_\_\_  
(Campus)

*jd*

**From:** [ecd1sec@erau.edu]  
**Sent:** Wed, 28 Oct 2009 15:38:45 -0400 (EDT)  
**To:** [stellent@erau.edu]  
**CC:** [ecd1sec@erau.edu]  
**Subject:** ER-EVAL REQ

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - Worldwide  
Enrollment Management  
REQUEST FOR AN OFFICIAL EVALUATION

- Change of Program

---

- Add a Program

---

- Change of Area of Concentration, Major, Option, or Specialization  
to:

---

- Change of Catalog  
to:

---

- Declaration of Minor  
to:

---

- This request is for an updated evaluation. (Limit one per evaluation anniversary year)

If you elect to change degree program, or to change to a different area of concentration, major, or option within a degree program, the requirements of the catalog currently in effect will apply. If you elect to change catalogs, you may move your matriculation catalog to the catalog currently in effect. If a period in excess of two years has elapsed since you were enrolled in an ERAU course, it then become necessary to reapply for admission and this form should not be used to request an evaluation.

Student ID#: 1221729 Date of Request: 28-Oct-09  
 Name Zarda Donald  
 Degree Program: BSTM-Logistics  
 Area of Concentration, Major, Option, or Specialization (if available):  
 Minor (if available) International Relations  
 Comments: \_\_\_\_\_

---

(Student Signature) Not Mandatory (Campus Personnel Signature) Not Mandatory

---

(Campus)

**From:** ececdlsec@erau.edu@erau.edu []  
**Sent:** Fri, 2 Nov 2007 06:37:15 -0500 (EST)  
**To:** [stellent@erau.edu]  
**Subject:** ER-EVAL REQ

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - Worldwide  
Enrollment Management  
REQUEST FOR AN OFFICIAL EVALUATION

Change of Program

Change of Area of Concentration, Major, Option, or Specialization  
to: \_\_\_\_\_

Change of Catalog  
to: \_\_\_\_\_

Declaration of Minor  
to: \_\_\_\_\_

This request is for an updated evaluation. (Limit one per evaluation anniversary year)

If you elect to change degree program, or to change to a different area of concentration, major, or option within a degree program, the requirements of the catalog currently in effect will apply.

If you elect to change catalogs, you may move your matriculation catalog to the catalog currently in effect.

If a period in excess of two years has elapsed since you were enrolled in an ERAU course, it then become necessary to reapply for admission and this form should not be used to request an evaluation.

Student ID#: 1221729 Date of Request: 02-Nov-07

Name Zarda Donald

Degree Program: BSTM

Area of Concentration, Major, Option, or Specialization (if available):  
\_\_\_\_\_

Minor (if available) \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
(Student Signature) Not Mandatory (Campus Personnel Signature) Not Mandatory

\_\_\_\_\_  
(Campus)

**From:** ececdlsec@erau.edu@erau.edu []  
**Sent:** Fri, 2 Nov 2007 07:46:34 -0500 (EST)  
**To:** [stellent@erau.edu]  
**Subject:** ER-EVAL REQ

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY - Worldwide  
Enrollment Management  
REQUEST FOR AN OFFICIAL EVALUATION

Change of Program

---

Change of Area of Concentration, Major, Option, or Specialization  
to:

---

Change of Catalog  
to:

---

Declaration of Minor  
to: International Relations

---

This request is for an updated evaluation. (Limit one per evaluation anniversary year)

If you elect to change degree program, or to change to a different area of concentration, major, or option within a degree program, the requirements of the catalog currently in effect will apply.

If you elect to change catalogs, you may move your matriculation catalog to the catalog currently in effect.

If a period in excess of two years has elapsed since you were enrolled in an ERAU course, it then become necessary to reapply for admission and this form should not be used to request an evaluation.

Student ID#: 1221729 Date of Request: 02-Nov-07

Name Zarda Donald

Degree Program: BSTM

Area of Concentration, Major, Option, or Specialization (if available):  
\_\_\_\_\_

Minor (if available) \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Student Signature) Not Mandatory (Campus Personnel Signature) Not Mandatory

\_\_\_\_\_  
(Campus)

**From:** Van Duyne, Patricia [vanduynp@erau.edu]  
**Sent:** Thu, 10 Jun 2010 16:30:54 -0400  
**To:** Williams, Heather D [WILLIAH4@erau.edu]; Battistone, Tina M. [battisti@erau.edu]  
**CC:** WW Imaging mail account [ecimagin@erau.edu]  
**Subject:** STUF Zarda 1221729 W-LRAD

Student is now registered

Pattie

---

**From:** Williams, Heather D  
**Sent:** Thursday, June 10, 2010 4:22 PM  
**To:** Van Duyne, Patricia  
**Subject:** Late Registration

Hi Pattie,

I already spoke with Linda about this and she approved the late registration. It is for Donald Zarda, ID 1221729 for SPCH 219 Speech in the June term.

I know it's short notice, but if you wouldn't mind processing that today, it would be great!

Thank you!

## **Heather Williams**

*Continuing Academic Advisor  
AASA-Admissions, Advising, and Student Affairs*



600 S. Clyde Morris Blvd., Daytona Beach, FL 32114

Phone: (386) 226-6391 Fax: (386) 226-7627

Toll free: 800 / FLY ERAU(1-800-359-3728 x66391)

Email: [ecugqso@erau.edu](mailto:ecugqso@erau.edu)

AERO Website: <http://www.erau.edu/ec/dleo/dleo/home.html>

**\*\*Please note: Beginning 05/14/10 through 08/12/10, ERAU will observe summer work hours. I will be in the office Monday-Thursday, from 7:30am to 5:30pm.\*\***

Student Name: Donald Zarda  
Student Number: 1221729  
Date of Birth: May 27  
Academic Program: BS Technical Management

### OFFICIAL TRANSCRIPT OF ACADEMIC RECORD

Course	Description	Cred Att	Cred Cmpl	Grd	Hnr Pts	Ref
<b>Transfer Credit:</b>						
MISSOURI UNIV OF SCI & TECH ROLLA MO		0.00	34.00	T	0.00	
Years Attended: 1991 - 1994						
Metropolitan Community College Kansas City MO						
Years Attended: 1990 - 1991						
Term 0.000						
Cum 0.000						
MGMT 201	Principles of Management	3.00	3.00	A	12.00	
Term 4.000						
Cum 4.000						
ENGL 221	Technical Report Writing	3.00	3.00	B	9.00	
Term 3.000						
Cum 3.500						
MGMT 314	Human Resource Management	3.00	3.00	A	12.00	
Term 3.500						
Cum 3.500						
<b>Dean's List</b>						
HUMN 142	Studies in Literature	3.00	3.00	B	9.00	
MGMT 314	Human Resource Management	3.00	3.00	A	12.00	
Term 3.500						
Cum 3.500						
ECON 210	Microeconomics	3.00	3.00	A	12.00	
MGMT 335	International Business	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.667						
MATH 222	Business Statistics	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.714						

Course	Description	Cred Att	Cred Cmpl	Grd	Hnr Pts	Ref
MGMT 210	Financial Accounting	3.00	3.00	B	9.00	
MGMT 325	Social Rspnsblty & Ethics	3.00	3.00	A	12.00	
Term 3.500						
Cum 3.667						
<b>Dean's List</b>						
MGMT 221	Adv Computer Based System	3.00	3.00	A	12.00	
MGMT 308	Public Administration	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.727						
MGMT 312	Managerial Accounting	3.00	3.00	A	12.00	
MGMT 311	Marketing	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.769						
<b>Dean's List</b>						
SPCH 219	Speech	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.786						
MGMT 320	Business Information Syst	3.00	3.00	A	12.00	
MGMT 390	Business Law	3.00	3.00	A	12.00	
MGMT 406	Strategic Mgmt of Tech O	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.824						
<b>Dean's List</b>						
MGMT 420	Mgmt of Production & Opr	3.00	3.00	A	12.00	
MGMT 424	Project Mgmt in Av Oprtn	3.00	3.00	A	12.00	
Term 4.000						
Cum 3.842						

This educational record is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). It is provided for official use only and may not be released to, or accessed by, outside agencies or third parties without the express written consent of the student.

This official academic transcript is printed on the SCRIP-SAFE® security paper with the name of the university printed in white type across the face of the document. A raised seal is not required. When photocopied the word COPY should appear in black on white or a color copy should not be accepted!

All FAA Flight Certificates and Ratings recorded on the transcript were awarded as a result of flight training received at Embry-Riddle Aeronautical University.

\*\*\*\*\* END OF TRANSCRIPT \*\*\*\*\*

An official signature is written with a blue background. The signature below is distorted.

EDWARD F. TROMBAY III, REGISTRAR

TO VERIFY: TRANSLUCENT GLOBE ICONS MUST BE VISIBLE WHEN HELD TOWARD A LIGHT SOURCE

December 13, 2010

FAMS  
PO BOX 451437  
Atlanta, GA  
31145-1437

To whom it may concern:

I, Donald J. Zarda, am requesting early eligibility for Title IV, other funding, educational financial assistance. A loan consolidation package is pending completion. I am currently attending Embry-Riddle Aeronautical University – Worldwide Online with a full-time equivalent class schedule.

I am currently enrolled in school term 10/W2. The contact information for the school is:

Embry Riddle Aeronautical University  
Financial Aid Office  
600 S. Clyde Morris Blvd.  
Daytona Beach, FL  
Phone: 866-567-7202, Fax: 386-226-6307

Jamie L. Joyce  
Continuing Academic Advisor  
Admissions, Advising, and Student Affairs  
Embry-Riddle Aeronautical University- Worldwide  
Phone: (386)226-6391 Fax: (386) 226-7627  
Toll free: 1-800-359-3728 x66391  
Email: [ecuggso@erau.edu](mailto:ecuggso@erau.edu)

Your prompt attention is much appreciated.

Thank you,



Donald J. Zarda  
PO BOX 312  
Richmond, MO 64085-0312  
SSN: 489-86-2464  
901.569.5867c  
Student ID: 1221729

cc: ERAU Financial Aid Office / Continuing Academic Advisor



**FSA**  
FEDERAL  
STUDENT AID

*We Help Pay America Through School*

December 20, 2010

Account No.: 489-86-2464  
Borrower Name: DONALD ZARDA

To Whom It May Concern:

The U.S. Department of Education has determined that the above referenced individual should not be denied additional Title IV aid due to defaulted student aid debt owed to the Department. This determination has been made because the individual has made at least six consecutive payments on their debt owed to the Department, or in the case of a grant overpayment incurred on or after July 1, 2000, the individual has agreed to repay the debt.

If the SAR or NSLDS shows an ineligible status, we ask that the financial aid administrator contact the Department at 1-800-621-3115 to verify that the individual is still complying with their repayment schedule before making any further disbursements.

Please note that this advisory covers only the account held by the Department. It does not cover any debts that may be held by guaranty agencies or other educational institutions.

Sincerely,

Default Resolution Group  
Servicing Center



FACSIMILE TRANSMITTAL SHEET

TO:	Financial Aid Administrator	FROM:	U.S. Department of Education
FAX NUMBER:	3862266307	PHONE:	800-621-3115
TOTAL PAGES INCLUDING COVER:	2	DATE:	12/20/2010

**CONFIDENTIALITY:**

This fax message, including any attachments, is for the sole use of the intended recipient and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited.

**From:** [no-reply@erau.edu]  
**Sent:** Tue, 3 May 2011 15:00:25 -0400 (EDT)  
**To:** [wwfaimag@erau.edu]; [zarda91e@my.erau.edu]  
**Subject:** 1221729,WFAS,2010-2011

**2010-2011 - Financial Aid Status Form**

Student:

First (Given) Name: Donald Last (Family) Name: Zarda Student Id: 1221729

Is Civilian Student? Yes

Sponsored? No

Additional Comments if needed:

Grade Sponsored: Grade Sponsered: No

Name of the Sponsor: n/a

Sponsor Amount: \$00.00

Additional Comments:

Active Duty Student: No

Without Tuition Assistance: No

With Tuition Assistance: No

Yearly Amount Received: \$00.00

Academic Year: n/a

\*\*\* Are you living in housing located on a military base or housing for which you are receiving a basic allowance under Title 37 of the U.S.C-Pay and allowances of the Uniformed Service? If you are not sure, please contact your appropriate military official

Veteran's Student: No

No Benefits: No

With Educational Benefits: No

Chapter 30, 31, 33, 35 and/or AmeriCorps benefits: No

Yearly Amount: \$00.00

Academic Year:

Percentage:

Vocational Rehabilitation: No

Yearly Amount: \$00.00

Academic Year:

Additional Comments:

Other

No

YES

I certify all information on this form is true and complete to the best of my knowledge.

User Certified

05/03/2011

\*\*\* Students in this category are only eligible to receive an allowance for board in the determination of their federal financial aid awards. Any federal aid recipient who receives housing allowance will have a reduced Cost of Attendance (COA) which may reduce your eligibility for Federal Financial Aid.

**From:** [no-reply@erau.edu]  
**Sent:** Mon, 9 May 2011 17:18:41 -0400 (EDT)  
**To:** [wwfaimag@erau.edu]; [zarda91e@my.erau.edu]  
**Subject:** 1221729,WFAS,2011-2012

**2011-2012 - Financial Aid Status Form**

Student:

First (Given) Name: Donald Last (Family) Name: Zarda Student Id: 1221729

Is Civilian Student? Yes

Sponsored? No

Additional Comments if needed:

Grade Sponsored: Grade Sponsered: No

Name of the Sponsor: n/a

Sponsor Amount: \$00.00

Additional Comments:

Active Duty Student: No

Without Tuition Assistance: No

With Tuition Assistance: No

Yearly Amount Received: \$00.00

Academic Year: n/a

\*\*\* Are you living in housing located on a military base or housing for which you are receiving a basic allowance under Title 37 of the U.S.C-Pay and allowances of the Uniformed Service? If you are not sure, please contact your appropriate military official

Veteran's Student: No

No Benefits: No

With Educational Benefits: No

Chapter 30, 31, 33, 35 and/or AmeriCorps benefits: No

Yearly Amount: \$00.00

Academic Year:

Percentage:

Vocational Rehabilitation: No

Yearly Amount: \$00.00

Academic Year:

Additional Comments:

Other

No

YES

I certify all information on this form is true and complete to the best of my knowledge.

User Certified

05/09/2011

\*\*\* Students in this category are only eligible to receive an allowance for board in the determination of their federal financial aid awards. Any federal aid recipient who receives housing allowance will have a reduced Cost of Attendance (COA) which may reduce your eligibility for Federal Financial Aid.

**From:** [no-reply@erau.edu]  
**Sent:** Mon, 9 May 2011 17:26:17 -0400 (EDT)  
**To:** [wwfaimag@erau.edu]; [zarda91e@my.erau.edu]  
**Subject:** 1221729,VIVF,2011-2012

11VIVF

<b>Embry-Riddle Aeronautical University</b>	<b>2011-2012</b>
	<b>INDEPENDENT VERIFICATION WORKSHEET</b>

<b>Student:</b>	<b>First Name:</b> Donald	<b>Last Name:</b> Zarda	<b>Student ID:</b> 1221729
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<p>Your application was selected by the U.S. Dept. of Education for review in a process called "Verification". In this process, we are required by federal law (34 CFR, Part 668) to compare the information from your application with the information provided on this form and with <b>signed</b> copies of your 2010 federal tax forms (and your spouse's if you are married). If there are differences between your application and the documents you've submitted, corrections may need to be made through the Department of Education.</p>	<p><b>What you should do:</b></p> <ol style="list-style-type: none"> <li>1. Collect your financial documents (<b>signed</b> Federal Income Tax forms, W-2, etc.).</li> <li>2. <b>Complete and electronically sign the worksheet.</b></li> <li>3. Contact us if you have questions about completing this worksheet.</li> <li>4. Bring or mail requested tax forms and any other documents to the Financial Aid Office.</li> </ol>
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**FAMILY INFORMATION**

List the people in your household, include: (a) yourself, and your spouse if you have one; (b) your children, if you will provide more than half of their support from July 1, 2011 through June 30, 2012; and (c) any other people if they now live with you, and you provide more than half of their support and will continue to provide more than half of their support from July 1, 2011 through June 30, 2012. Also enter the name of the college for any family member who will be attending college at least half time between July 1, 2011 and June 30, 2012, and will be enrolled in a degree, diploma, or certificate program.

FULL NAME	AGE	RELATIONSHIP	COLLEGE
Donald J Zarda	40	SELF	Embry Riddle Aeronautical University

**If additional space is needed or if you would like to make a comment regarding household clarification, please use the space provided:**

It is requiring me to select information about a spouse. I do not have a spouse. There is no spouse income tax. I am not married and never have been. It will not let me click submit verification w/o selecting an option for spousal income tax returns. In order to get it to submit, I will choose, "You will not file and are not required to file .... " option, however, there is no spouse for which this applies.

**STUDENT'S TAX FORMS and INCOME INFORMATION (all applicants)**

Tax returns include the 2010 IRS Form 1040, 1040A, 1040EZ, a tax return from Puerto Rico or a foreign income tax return. If you did not keep a copy of the tax return, you must request a copy from your tax preparer or a copy of an Internal Revenue Service form that lists tax account information.

**ALL TAX RETURNS MUST BE SIGNED**

Please select one choice that best describes when you will be submitting your signed 2010 tax return:

You are submitting a signed copy of your 2010 tax return with W2's and all schedules immediately.	
Indicate date Tax Return will be available:	

Funds received for child support and other untaxed income. (See Free Application for Federal Student Aid - the FAFSA Question 45)

Sources of Untaxed Income	2010 Amount	Sources of Untaxed Income	2010 Amount								
a. Child Support	0	e.									
b. Workman's Compensation	0	f.									
c. Untaxed Pensions	0	g.									
<p>If you did not file and are not required to file a 2010 Federal income tax return, list below your employer(s) and any income received in 2010 (use the W-2 form or other earnings statements if available).</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 20%;">Sources</th> <th style="width: 20%;">2010 Amount</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>				Sources	2010 Amount						
Sources	2010 Amount										
<p><b>SPOUSE'S TAX FORMS and INCOME INFORMATION (if student is married).</b></p>											
<p>Tax returns include the 2010 IRS Form 1040, 1040A, 1040EZ, a tax return</p>											

from Puerto Rico or a foreign income tax return. If your spouse did not keep a copy of the tax return, request a copy from the tax preparer or request an Internal Revenue Service form that lists tax account information.

**Please select one choice that best describes when you will be submitting your signed 2010 tax return:**

You will not file and are not required to file a 2010 U.S. Income Tax Return

Indicate date Tax Return will be available:

Funds received for child support and other untaxed income. (See Worksheets A & B of the FAFSA)

Sources of Untaxed Income	2010 Amount	Sources of Untaxed Income	2010 Amount
a. Child Support	0	e.	
b. Social Security (non-taxed)	0	f.	
c. Welfare (including TANF)	0	g.	

If your spouse did not file and is not required to file a 2010 Federal income tax return, list below your spouse's employer(s) and any income received in 2010 (use the W-2 form or other earnings statements if available).

Sources	2010 Amount

**We cannot process your financial aid until**

**verification has been completed. Please provide the required documents as soon as possible to avoid delay.**

**By signing this form I declare that all information on this form is true and correct and all sources of income have been reported to the best of my knowledge. I understand that I will be responsible for returning all student financial aid monies received due to inaccurate, false, or misleading information being provided on this form and/or any other documents submitted to the Financial Aid Office. In addition, I understand that Embry-Riddle Aeronautical University reserves the right to assume standard levels of income in certain situations.**

**I declare that all information on this form is true and correct. This constitutes my electronic signature of acceptance.** true

**Date Form Completed:** 05/09/2011

# EXHIBIT V



**AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

IN CONSIDERATION of being permitted to utilize the facilities and equipment of ALTITUDE EXPRESS INC., D.B.A. SKYDIVE LONG ISLAND (and its associated entities) to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and Tandem jumping, hereinafter collectively referred to as "parachuting/skydiving activities", as defined in paragraph 6 in this contract, I HEREBY AGREE AS FOLLOWS:

1. I understand that this document is a binding contract between myself and the entities described herein as SKYDIVE LONG ISLAND, and certify that I am of legal age and under no legal disability which would prevent me from entering into a binding contract.

2. I am aware that "parachuting/skydiving activities" are inherently dangerous and may result in injury or death and agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated which is in any way connected with my "parachuting/skydiving activities" and/or on presence of the premises commonly known as CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD, or any other place or entity connected with SKYDIVE LONG ISLAND.

3. PARTIES INCLUDED: I understand that this Agreement, Release of Liability and Assumption of Risk includes but is not limited to, Ray Maynard, SKYDIVE LONG ISLAND, and any of its officers, board members, and shareholders, its or their agents, customers, associated entities, employees, volunteers, pilots, instructors, jumpmasters, the owners of the aircraft, (which shall also include but not be limited to airfoils and balloons), SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY The TOWN of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, and GRUBB & ELLIS MANAGEMENT SERVICES, INC., the owners of any land utilized for "skydiving activities" adjacent property owners, the United States Parachute Association and its members, anyone working with or for SKYDIVE LONG ISLAND, any manufacturer of any piece of equipment or gear which I may use or am using at the time of my INJURY or DEATH and anyone involved in any way, shape, form or manner in my "skydiving/parachuting activities", and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement Release of Liability and Assumption of Risk as SKYDIVE LONG ISLAND.

4. This entire Contract, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of the document by name or by category, all vendors or suppliers of materials or equipment for "skydiving/parachuting activities", including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees and all other persons in any way associated with any entity mentioned, either specifically or by implication, in the body of this document.

5. RISKS CONTEMPLATED: This Agreement is made in contemplation of all "skydiving/parachuting activities", which for purposes of this agreement shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, instruction, parachute jumping, tandem or experimental test parachute jumping, ground instruction, flying and related activities, the exit from the aircraft, skydiving, freefall, time under the canopy, the landing, any rescue operations or attempts by SKYDIVE LONG ISLAND, whether on or off the designated landing area, or facilities used by SKYDIVE LONG ISLAND, ground transportation provided to me by any entity in any way associated with SKYDIVE LONG ISLAND, and any activity whatsoever in any way, shape, form or manner connected with my "skydiving/parachuting activities" or my presence on or near the facility and grounds of

SKYDIVE LONG ISLAND, and/or the airport which is used for my "skydiving/parachuting activities". These risks shall be referred to for the purposes of this agreement as "skydiving/parachuting activities".

6. PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this Agreement, Release of Liability and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that may be able to or do sue because of my injury or death. It is further my understanding and agreement that this Release is intended to and does in fact release SKYDIVE LONG ISLAND as defined in paragraph 3 from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in "skydiving/parachuting activities", even if caused by the negligence or other fault of SKYDIVE LONG ISLAND.

7. RELEASE OF LIABILITY: I hereby release and discharge SKYDIVE LONG ISLAND from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in "skydiving/parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.

8. COVENANT NOT TO SUE: I further agree that I WILL NOT SUE OR MAKE CLAIM AGAINST SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, or The TOWN of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY and GRUBB & ELLIS MANAGEMENT SERVICES, INC. for damages or other losses sustained as a result of my "skydiving/parachuting activities" even if caused by negligence or other fault of "SKYDIVE LONG ISLAND".

9. INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD "SKYDIVE LONG ISLAND", CALVERTON ENTERPRISE PARK, The TOWN of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY and GRUBB & ELLIS MANAGEMENT SERVICES, INC. HARMLESS from all claims, judgements and costs, including but not limited to actual attorney's fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in "skydiving/parachuting activities", including but not limited to actions brought by myself or on behalf of myself or my estate and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by SKYDIVE LONG ISLAND.

10. ASSUMPTION OF RISK: I understand and acknowledge that "skydiving/parachuting activities" are inherently dangerous and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "SKYDIVING/PARACHUTING ACTIVITIES" WHETHER SUCH RISK IS FORSEEN OR UNFORSEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SKYDIVE LONG ISLAND including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings or any other cause whatsoever, including but not limited to those set forth in paragraph 5, even if those injuries are caused by the negligence or any other fault of SKYDIVE LONG ISLAND.

11. LIMITATION OF WARRANTY: SKYDIVE LONG ISLAND hereby warrants that the equipment provided by SKYDIVE LONG ISLAND has been previously used for "skydiving/parachuting activities". This warranty is the only warranty made and is made in lieu of any other warranties, express or implied, including but not limited to warranty of merchantability or fitness for a particular purpose. I have read the above paragraph, acknowledge that I understand it and accept the limitation of warranty.

*[Handwritten signature]*

12. In the event any agent of SKYDIVE LONG ISLAND is guilty of willful and wanton, or any conduct outside the scope of this contract, I agree that that agent's action shall be beyond the scope of his/her employment and not attributable to anyone on any agency theory, or any other theory.

*[Handwritten signature]*

13. If I am making a student jump, I understand that I will be wearing a harness which will need to be adjusted by the jumpmaster. If my jump is a tandem jump, I understand that the tandem master will attach my harness to his and that this will put my body in close proximity to that of the tandem master. I specifically agree to this physical contact between the tandem master and myself.

*[Handwritten signature]*

14. DURATION OF RELEASE: It is my understanding and intention that this Release and Agreement be effective not only for my first jump but for any subsequent jumps or "skydiving/parachuting activities" and shall be in full force and effect from the signing of this Agreement until such time it is cancelled by SKYDIVE LONG ISLAND.

*[Handwritten signature]*

15. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by SKYDIVE LONG ISLAND.

*[Handwritten signature]*

16. ENFORCEABILITY: I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fall, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.

*[Handwritten signature]*

17. I am, by reading this paragraph, being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. By initialing this paragraph, I expressly waive that rule and specifically agree that this document be broadly construed in favor of SKYDIVE LONG ISLAND and against me and that all ambiguities be resolved in favor of SKYDIVE LONG ISLAND.

*[Handwritten signature]*

18. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Suffolk County, New York. It is further agreed that in the event any lawsuit is filed other than in State Court of Suffolk County, New York or such other locations as SKYDIVE LONG ISLAND shall specify, on Motion and at the option of SKYDIVE LONG ISLAND.

*[Handwritten signature]*

19. I hereby agree to reimburse SKYDIVE LONG ISLAND for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.

*[Handwritten signature]*

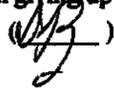
20. I hereby authorize SKYDIVE LONG ISLAND or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs in such a manner as they may deem appropriate and specifically waive any interest, proprietary or otherwise, I may have in such photographs.

*[Handwritten signature]*

21. I further acknowledge that I have been shown a videotape featuring an attorney who in general terms has explained the terms and conditions of this Release. I further acknowledge that I have been told that I do not have to go forward at this time and that any monies that I have tendered prior to this date, will be refunded in the event I chose not to continue.

*[Handwritten signature]*

22. I GIVE UP LEGAL RIGHTS: I understand, that by signing this document I am giving up important legal rights and it is my intention to do so.



23. Even though I may have failed to initial some or all of the paragraphs of this document, I still intend to be bound by all paragraphs. I further understand that this document can only be amended in writing, with the amendment signed by the attorney for the drop zone and myself.



24. UNDERSTANDING OF AGREEMENT: I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I WISH TO BE BOUND BY ITS TERMS AND I UNDERSTAND THAT BY SIGNING THIS, I HAVE FOREVER GIVEN UP IMPORTANT LEGAL RIGHTS.



I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS WHICH I OR MY HEIRS MAY HAVE TO SUE ANYONE IN ANYWAY, SHAPE OR FORM ASSOCIATED WITH MY SKYDIVE, EVEN IF THE ENTITY I INTEND TO SUE HAS CAUSED MY INJURY OR DEATH BY THEIR NEGLIGENCE.

I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE DONE SO. I UNDERSTAND ITS CONTENT. I INTEND THAT NOT ONLY I, BUT ALSO MY HEIRS, MY FAMILY AND ANYONE WHO MIGHT ACT ON MY BEHALF IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS.

**READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

DATED THE 14<sup>th</sup> DAY OF May, 20 10

Donald J. Zarda (signature)

Donald J. Zarda (print your name)

\_\_\_\_\_ (witness signature)

\_\_\_\_\_ (print witness name)

\_\_\_\_\_ (print witness address)

\_\_\_\_\_ (witness signature)

# EXHIBIT W

TOM DUND 330 cash  
Altitude Express Inc  
DBA Skydive Long Island



(A)

Date 06/18/10

Orellana Last Name Pasana First Name

9 Fairfield Plc Street Address

E. Northport City/Town NY State 11731 Zip Code

Mailing Address

Home Phone \_\_\_\_\_ Mobile Phone 631 316 5859 E-Mail Address \_\_\_\_\_

(new)

06/18/91 Birth Date 19 Age 5'6 Height 115 lbs. Weight

Would you like to be on our mailing list?  
Yes/ No  (Please circle one)

Drivers License # 40761413 Occupation SERVER

How Did You Hear About Us? \_\_\_\_\_

**Emergency Contact Information:**

Luvia Yanes Name Sister Relationship

8 Koster Court Street Address

631 455 7850 Home Phone \_\_\_\_\_ Alternate Phone \_\_\_\_\_

**Medical Certificate:**

USPA recommends that all parachutists either receive an FAA Class III Medical Examination or be examined by a medical physician prior to making parachute jumps. In lieu of these qualifications, members must complete the following medical certificate if they are to participate in parachute jumps.

I hereby certify that I have no physical infirmity, am not under treatment for any physical infirmity or chronic ailment, or injury of any nature, and that I have never been treated for any of the following: cardiac or pulmonary condition or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related disease, high or low blood pressure.

I certify that all statements in this application are true and correct to the best of my knowledge, and that the medical facts are correct as stated.

[Signature] Signature 06/18/10 Date

**Experienced Skydivers Only:**

USPA # \_\_\_\_\_ Exp. Date \_\_\_\_\_ License Number & Current Ratings \_\_\_\_\_

Reserve Pack Date \_\_\_\_\_ Date of Last Jump & Location \_\_\_\_\_ Total Number of Jumps \_\_\_\_\_

Information we can release: Phone Number / Address / E-mail / None

Last Name

Orellana

First Name

Pasana

**AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

IN CONSIDERATION of being permitted to utilize the facilities and equipment of ALTITUDE EXPRESS INC., D.B.A. SKYDIVE LONG ISLAND (and its associated entities) to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and Tandem jumping, hereinafter collectively referred to as "parachute/ skydiving activities", as defined in paragraph 6 in this contract, I HEREBY AGREE AS FOLLOWS:

1. I understand that this document is a binding contract between myself and the entities described herein as SKYDIVE LONG ISLAND, and I certify that I am of legal age and under no legal disability which would prevent me from entering into a binding contract. 

2. I am aware that "parachuting/ skydiving activities" are inherently dangerous and may result in injury or death and agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated which is in any way connected with my "parachuting/ skydiving activities" and/ or on presence of the premises commonly know as CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD, or any other place or entity connected with SKYDIVE LONG ISLAND. 

3. PARTIES INCLUDED: I understand that this Agreement, Release of Liability and Assumption of Risk includes but is not limited to, Ray Maynard, SKYDIVE LONG ISLAND, and any of its officers, board members, and shareholders, its or their agents, customers, associated entities, employees, volunteers, pilots, instructors, jumpmasters, the owners of the aircraft (which shall also include but not be limited to airfoils and balloons), SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, and M-GBC, LLC, the owners of any land utilized for "skydiving/ parachuting activities", adjacent property owners, the United States Parachute Association and its members, anyone working with or for SKYDIVE LONG ISLAND, any manufacturer of any piece of equipment or gear which I may use or am using at the time of my INJURY or DEATH and anyone involved in any way, shape, form, or manner in my "skydiving/ parachuting activities", and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as SKYDIVE LONG ISLAND. 

4. This entire Contract, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of the document by name or by category, all vendors or suppliers of materials or equipment for "skydiving/ parachuting activities", including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees and all other persons in any way associated with any entity mentioned, either specifically or by implication, in the body of this document. 

5. RISKS CONTEMPLATED: This Agreement is made in contemplation of all "skydiving/ parachuting activities", which for purposes of this agreement shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, instruction, parachute jumping, tandem or experimental test parachute jumping, ground instruction, flying and related activities, the exit from the aircraft, skydiving, freefall, time under the canopy, the landing, any rescue operations or attempts by SKYDIVE LONG ISLAND, whether on or off the designated landing area, or facilities used by SKYDIVE LONG ISLAND, ground transportation provided to me by any entity in any way associated 

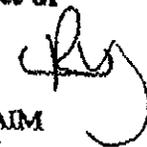
with SKYDIVE LONG ISLAND, and any activity whatsoever in any way, shape, form, or manner connected with my "skydiving/ parachuting activities" or my presence on or near the facility and grounds of SKYDIVE LONG ISLAND, and/or the airport which is used for my "skydiving/ parachuting activities". These risks shall be referred to for the purposes of this Agreement as "skydiving/ parachuting activities".



**6. PARTIES BOUND BY THIS AGREEMENT:** It is my understanding and intention that this Agreement, Release of Liability, and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that may be able to or do sue because of my **INJURY** or **DEATH**. It is further my understanding and agreement that this Release is intended to and does in fact release SKYDIVE LONG ISLAND as defined in paragraph 3 from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in "skydiving/ parachuting activities", even if caused by the negligence or other fault of SKYDIVE LONG ISLAND.



**7. RELEASE OF LIABILITY:** I hereby release and discharge SKYDIVE LONG ISLAND from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in "skydiving/ parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.



**8. COVENANT NOT TO SUE:** I further agree that I WILL NOT SUE OR MAKE CLAIM AGAINST SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, or The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY and M-GBC, LLC for damages or other losses sustained as a result of my participation in "skydiving/ parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.



**9. INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY and HOLD SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, M-GBC, LLC HARMLESS from all claims, judgments and costs, including but not limited to actual attorney's fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in "skydiving/ parachuting activities", including but not limited to actions brought by myself or on behalf of my myself or my estate and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by SKYDIVE LONG ISLAND.



**10. ASSUMPTION OF RISK:** I understand and acknowledge that "skydiving/ parachuting activities" are inherently dangerous and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "SKYDIVING/ PARACHUTING ACTIVITIES" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SKYDIVE LONG ISLAND including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings or any other cause whatsoever, including but not limited to those set forth in paragraph 5, even if those injuries are caused by the negligence or any other fault of SKYDIVE LONG ISLAND.



**11. LIMITATION OF WARRANTY:** SKYDIVE LONG ISLAND hereby warrants that the equipment provided by SKYDIVE LONG ISLAND has been previously used for "skydiving/ parachuting

activities". This warranty is the only warranty made and is made in lieu of any other warranties, expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose.

I have read the above paragraph, acknowledge that I understand it and accept the limitation of warranty.



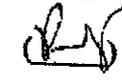
12. In the event any agent of SKYDIVE LONG ISLAND is guilty of willful and wanton, or any conduct outside the scope of this contract, I agree that that agent's action shall be beyond the scope of his/her employment and not attributable to anyone on any agency theory, or any other theory.



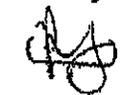
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14. DURATION OF RELEASE: It is my understanding and intention that this Release and Agreement be effective not only for my first jump but for any subsequent jumps or "skydiving/parachuting activities" and shall be in full force and effect from the signing of this Agreement until such time it is cancelled by SKYDIVE LONG ISLAND.



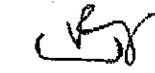
15. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by SKYDIVE LONG ISLAND.



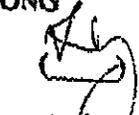
16. ENFORCEABILITY: I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fall, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.



17. I am, by reading this paragraph, being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. By initialing this paragraph, I expressly waive that rule and specifically agree that this document be broadly construed in favor of SKYDIVE LONG ISLAND and against me and that all ambiguities be resolved in favor of SKYDIVE LONG ISLAND.



18. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Suffolk County, New York. It is further agreed that in the event any lawsuit is filed other than in State Court of Suffolk County, New York or such other locations as SKYDIVE LONG ISLAND shall specify, on motion and at the option of SKYDIVE LONG ISLAND.



19. I hereby agree to reimburse SKYDIVE LONG ISLAND for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.



20. I hereby authorize SKYDIVE LONG ISLAND or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs and videos in such a manner as they may deem appropriate, including but not limited to uploading them on Facebook,

You-Tube, or any other social networking website. I specifically waive any interest, proprietary or otherwise, I may have in such photographs.

*[Handwritten signature]*

21. I further acknowledge that I have been shown a video featuring an attorney who in general terms has explained the terms and conditions of this Release. I further acknowledge that I have been told that I do not have to go forward at this time and that any monies that I have tendered prior to this date will be refunded in the event I chose not to continue.

*[Handwritten signature]*

22. I GIVE UP LEGAL RIGHTS: I understand that by signing this document I am giving up important legal rights and it is my intention to do so.

*[Handwritten signature]*

23. Even though I may have failed to initial some or all of the paragraphs of this document, I still intend to be bound by all paragraphs. I further understand that this document can only be amended in writing, with the amendment signed by the attorney for the drop zone and myself.

*[Handwritten signature]*

24. UNDERSTANDING OF AGREEMENT: I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND I WISH TO BE BOUND BY ITS TERMS AND I UNDERSTAND THAT BY SIGNING THIS, I HAVE FOREVER GIVEN UP IMPORTANT LEGAL RIGHTS.

*[Handwritten signature]*

I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS WHICH I OR MY HEIRS MAY HAVE TO SUE ANYONE IN ANYWAY, SHAPE OR FORM, ASSOCIATED WITH MY SKYDIVE, EVEN IF THE ENTITY I INTEND TO SUE HAS CAUSED MY INJURY OR DEATH BY THEIR NEGLIGENCE.

I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE DONE SO. I UNDERSTAND ITS CONTENT. I INTEND THAT NOT ONLY I, BUT ALSO MY HEIRS, MY FAMILY AND ANYONE WHO MIGHT ACT ON MY BEHALF IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS.

**READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

DATED THE 10 DAY OF June (MONTH), 2010

*Rosana Orellana* SIGNATURE

Rosana Orellana PRINT YOUR NAME

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT WITNESS NAME

# EXHIBIT X

Altitude Express Inc  
DBA Skydive Long Island

Date 6/18

Kengle  
Last Name B MI David First Name

9 Garfield Pl  
Street Address

East Northport  
City/Town NY State 11731 Zip Code

631 266 1649  
Home Phone

[Handwritten]  
Mobile Phone

[Handwritten]  
E-Mail Address

ma 1/17/81 Birth Date 29 Age 6'2" Height 200 lbs. Weight

Would you like to be on our mailing list?  
Yes /  No (Please circle one)

2360 492 151 NY  
Drivers License # Occupation

How Did You Hear About Us?

**Emergency Contact Information:**

Linda Weidenburner  
Name Mother Relationship

1005 N. Richmond Ave. Lindenhurst NY 11757  
Street Address

631-592 1185 Home Phone 631-457 9008 Alternate Phone

**Medical Certificate:**

USPA recommends that all parachutists either receive an FAA Class III Medical Examination or be examined by a medical physician prior to making parachute jumps. In lieu of these qualifications, members must complete the following medical certificate if they are to participate in parachute jumps.

I hereby certify that I have no physical infirmity, am not under treatment for any physical infirmity or chronic ailment, or injury of any nature, and that I have never been treated for any of the following: cardiac or pulmonary condition or disease, diabetes, fainting spells or convulsions, nervous disorder, kidney or related disease, high or low blood pressure.

I certify that all statements in this application are true and correct to the best of my knowledge, and that the medical facts are correct as stated.

[Signature] Signature 6/18 Date

**Experienced Skydivers Only:**

USPA #                      Exp. Date                      License Number & Current Ratings                     

Reserve Pack Date                      Date of Last Jump & Location                      Total Number of Jumps                     

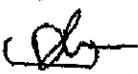
Information we can release: Phone Number / Address / E-mail / None

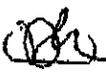
Def. Exh. X  
2

Last Name Kengle  
First Name David

**AGREEMENT, RELEASE OF LIABILITY & ASSUMPTION OF RISK**

IN CONSIDERATION of being permitted to utilize the facilities and equipment of ALTITUDE EXPRESS INC., D.B.A. SKYDIVE LONG ISLAND (and its associated entities) to engage in parachute activities, ground instruction, flying and related activities, skydiving, freefall and Tandem jumping, hereinafter collectively referred to as "parachute/ skydiving activities", as defined in paragraph 6 in this contract, I HEREBY AGREE AS FOLLOWS:

1. I understand that this document is a binding contract between myself and the entities described herein as SKYDIVE LONG ISLAND, and I certify that I am of legal age and under no legal disability which would prevent me from entering into a binding contract. 

2. I am aware that "parachuting/ skydiving activities" are inherently dangerous and may result in injury or death and agree that the unforeseen may happen and no one can delineate all risks or possibilities of error. Therefore, I specifically include in this Release, any injury resulting from any occurrence, whether foreseen or unforeseen, and whether contemplated or not contemplated which is in any way connected with my "parachuting/ skydiving activities" and/ or on presence of the premises commonly know as CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD, or any other place or entity connected with SKYDIVE LONG ISLAND. 

3. PARTIES INCLUDED: I understand that this Agreement, Release of Liability and Assumption of Risk includes but is not limited to, Ray Maynard, SKYDIVE LONG ISLAND, and any of its officers, board members, and shareholders, its or their agents, customers, associated entities, employees, volunteers, pilots, instructors, jumpmasters, the owners of the aircraft (which shall also include but not be limited to airfoils and balloons), SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, the former GRUMMAN FACILITY, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, and M-GBC, LLC, the owners of any land utilized for "skydiving/ parachuting activities", adjacent property owners, the United States Parachute Association and its members, anyone working with or for SKYDIVE LONG ISLAND, any manufacturer of any piece of equipment or gear which I may use or am using at the time of my INJURY or DEATH and anyone involved in any way, shape, form, or manner in my "skydiving/ parachuting activities", and specifically including but not limited to tandem or experimental test parachute jumping to include tandem parachute jumping, hereinafter collectively referred to in this Agreement, Release of Liability and Assumption of Risk as SKYDIVE LONG ISLAND. 

4. This entire Contract, Release of Liability and Assumption of Risk is expanded to include all parties mentioned anywhere in the body of the document by name or by category, all vendors or suppliers of materials or equipment for "skydiving/ parachuting activities", including but not limited to the manufacturer of the equipment, its employees, directors, officers and shareholders, and all associated entities, shareholders, partners, employees and all other persons in any way associated with any entity mentioned, either specifically or by implication, in the body of this document. 

5. RISKS CONTEMPLATED: This Agreement is made in contemplation of all "skydiving/ parachuting activities", which for purposes of this agreement shall include but not be limited to all occurrences contemplated or not contemplated, foreseen and unforeseen, instruction, parachute jumping, tandem or experimental test parachute jumping, ground instruction, flying and related activities, the exit from the aircraft, skydiving, freefall, time under the canopy, the landing, any rescue operations or attempts by SKYDIVE LONG ISLAND, whether on or off the designated landing area, or facilities used by SKYDIVE LONG ISLAND, ground transportation provided to me by any entity in any way associated

with SKYDIVE LONG ISLAND, and any activity whatsoever in any way, shape, form, or manner connected with my "skydiving/ parachuting activities" or my presence on or near the facility and grounds of SKYDIVE LONG ISLAND, and/or the airport which is used for my "skydiving/ parachuting activities". These risks shall be referred to for the purposes of this Agreement as "skydiving/ parachuting activities".



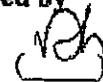
6. PARTIES BOUND BY THIS AGREEMENT: It is my understanding and intention that this Agreement, Release of Liability, and Assumption of Risk be binding not only on myself, but on anyone or any entity, including my estate and my heirs, that may be able to or do sue because of my INJURY or DEATH. It is further my understanding and agreement that this Release is intended to and does in fact release SKYDIVE LONG ISLAND as defined in paragraph 3 from any and all claims or obligations whatsoever, foreseen and unforeseen, contemplated or not contemplated, arising in any way from my participation in "skydiving/ parachuting activities", even if caused by the negligence or other fault of SKYDIVE LONG ISLAND.



7. RELEASE OF LIABILITY: I hereby release and discharge SKYDIVE LONG ISLAND from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in "skydiving/ parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.



8. COVENANT NOT TO SUE: I further agree that I WILL NOT SUE OF MAKE CLAIM AGAINST SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, or The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY and M-GBC, LLC for damages or other losses sustained as a result of my participation in "skydiving/ parachuting activities" even if caused by negligence or other fault of SKYDIVE LONG ISLAND.



9. INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY and HOLD SKYDIVE LONG ISLAND, CALVERTON ENTERPRISE PARK, The Town of RIVERHEAD COMMUNITY DEVELOPMENT AGENCY, M-GBC, LLC HARMLESS from all claims, judgments and costs, including but not limited to actual attorney's fees, and to reimburse them for any expenses whatsoever incurred in connection with any action brought as a result of my participation in "skydiving/ parachuting activities", including but not limited to actions brought by myself or on behalf of my myself or my estate and further acknowledge that in the event of any lawsuit, this Release can and will be used against me by SKYDIVE LONG ISLAND.



10. ASSUMPTION OF RISK: I understand and acknowledge that "skydiving/ parachuting activities" are inherently dangerous and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN "SKYDIVING/ PARACHUTING ACTIVITIES" WHETHER SUCH RISK IS FORESEEN OR UNFORESEEN, CONTEMPLATED OR NOT CONTEMPLATED, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF SKYDIVE LONG ISLAND including but not limited to equipment malfunction from whatever cause, inadequate training, any deficiencies in the landing area, rescue attempts, bad landings or any other cause whatsoever, including but not limited to those set forth in paragraph 5, even if those injuries are caused by the negligence or any other fault of SKYDIVE LONG ISLAND.



11. LIMITATION OF WARRENTY: SKYDIVE LONG ISLAND hereby warrants that the equipment provided by SKYDIVE LONG ISLAND has been previously used for "skydiving/ parachuting

activities". This warranty is the only warranty made and is made in lieu of any other warranties, expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose.

I have read the above paragraph, acknowledge that I understand it and accept the limitation of warranty.



12. In the event any agent of SKYDIVE LONG ISLAND is guilty of willful and wanton, or any conduct outside the scope of this contract, I agree that that agent's action shall be beyond the scope of his/her employment and not attributable to anyone on any agency theory, or any other theory.



13. If I am making a student jump, I understand that I will be wearing a harness which will need to be adjusted by the jumpmaster. If my jump is a tandem jump, I understand that the tandem master will attach my harness to his and that this will put my body in close proximity to that of the tandem master. I specifically agree to this physical contact between the tandem master and myself.



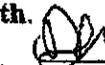
14. DURATION OF RELEASE: It is my understanding and intention that this Release and Agreement be effective not only for my first jump but for any subsequent jumps or "skydiving/parachuting activities" and shall be in full force and effect from the signing of this Agreement until such time it is cancelled by SKYDIVE LONG ISLAND.



15. I hereby agree to waive any and all duty of care, whether by omission or commission, or any other duty which may be owed to me by SKYDIVE LONG ISLAND.



16. ENFORCEABILITY: I agree that if any portions of this Agreement, Release of Liability and Assumption of Risk are found to be unenforceable or against public policy, that only that portion shall fall, but I specifically waive any unenforceability or any public policy argument that I may make or that may be made on behalf of my estate or by anyone who would sue because of my injury or death.



17. I am, by reading this paragraph, being made aware that the general rule is that this type of document is to be narrowly construed and ambiguities are to be decided against the person or entity preparing the document. By initialing this paragraph, I expressly waive that rule and specifically agree that this document be broadly construed in favor of SKYDIVE LONG ISLAND and against me and that all ambiguities be resolved in favor of SKYDIVE LONG ISLAND.



18. It is further agreed between the parties that no matter where venue lies, any lawsuits shall be filed in State Court of Suffolk County, New York. It is further agreed that in the event any lawsuit is filed other than in State Court of Suffolk County, New York or such other locations as SKYDIVE LONG ISLAND shall specify, on motion and at the option of SKYDIVE LONG ISLAND.



19. I hereby agree to reimburse SKYDIVE LONG ISLAND for loss or damage to any equipment of any kind whatsoever caused by my personal negligence or other wrongdoing.



20. I hereby authorize SKYDIVE LONG ISLAND or its assignee to take any photographs and videos as they may deem appropriate of myself or my party and to use those photographs and videos in such a manner as they may deem appropriate, including but not limited to uploading them on Facebook,

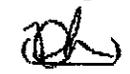
You-Tube, or any other social networking website. I specifically waive any interest, proprietary or otherwise, I may have in such photographs.



21. I further acknowledge that I have been shown a video featuring an attorney who in general terms has explained the terms and conditions of this Release. I further acknowledge that I have been told that I do not have to go forward at this time and that any monies that I have tendered prior to this date, will be refunded in the event I chose not to continue.



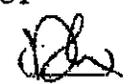
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I UNDERSTAND THAT WHEN I SIGN THIS DOCUMENT, I WILL BE GIVING UP ANY AND ALL RIGHTS WHICH I OR MY HEIRS MAY HAVE TO SUE ANYONE IN ANYWAY, SHAPE OR FORM, ASSOCIATED WITH MY SKYDIVE, EVEN IF THE ENTITY I INTEND TO SUE HAS CAUSED MY INJURY OR DEATH BY THEIR NEGLIGENCE.

I HAVE BEEN GIVEN AN OPPORTUNITY TO READ THIS DOCUMENT. I HAVE DONE SO. I UNDERSTAND ITS CONTENT. I INTEND THAT NOT ONLY I, BUT ALSO MY HEIRS, MY FAMILY AND ANYONE WHO MIGHT ACT ON MY BEHALF IN ANY CAPACITY WHATSOEVER BE BOUND BY ITS TERMS.

**READ BEFORE YOU SIGN. YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.**

DATED THE 18<sup>th</sup> DAY OF June (MONTH), 20 10

 SIGNATURE

David Kref PRINT YOUR NAME

\_\_\_\_\_ WITNESS SIGNATURE

\_\_\_\_\_ PRINT WITNESS NAME

# EXHIBIT Y

**EMPLOYEE EARNINGS RECORD**  
(Requested Check Dates 01/01/09 - 12/31/10)

Page 1 of 3 0018 0018-M104 Altitude Express Inc

EMPLOYEE NAME	ID	EMPLOYEE NAME	ID	EMPLOYEE NAME	ID	EMPLOYEE NAME	ID
*** 300 W25 Zarda, Donald J	78						
1 Person(s)							

0018 0018-JM1 04 Altitude Express Inc

**EMPLOYEE EARNINGS RECORD**

(Requested Check Dates 01/01/09 - 12/31/10)

CHECK DATE	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS	WITHHOLDINGS					NET PAY
							FEDERAL TAX	STATE TAX	LOCAL TAX	OTHER	SEC SEC + MED	
05/24 Reg			410.00		410.00		31.37	6.13	8.10		0.60	369.80
05/31 Reg			1510.00		1510.00		115.52	232.03	82.86		0.60	1076.19
06/07 Reg			1215.00		1215.00		92.95	63.88	54.55		0.60	1003.22
06/14 Reg			1400.00		1400.00		107.10	98.64	67.22		0.60	1126.44
06/21 Reg			640.00		640.00		48.96		15.66		0.60	677.9
06/28 Reg			1112.00		1112.00		85.06	48.23	47.49		0.60	930.62
07/05 Reg			1360.00		1360.00		104.04	88.64	64.48		0.60	1102.24
07/12 Reg			370.00		370.00		28.31	2.51			0.60	338.58
05/23 Reg			760.00		760.00		58.14	29.87			0.60	672.06
05/30 Reg			600.00		600.00		45.90	26.23	19.01		0.60	508.26
06/06 Reg			992.00		992.00		75.84	86.82	45.86		0.60	783.4
06/13 Reg			1150.00		1150.00		87.98	126.32	66.68		0.60	875.42
06/20 Reg			811.00		811.00		62.04	57.89	33.48		0.60	657.02
06/27 Reg			772.00		772.00		59.05	52.03	30.79		0.60	629.53
07/04 Reg			370.00		370.00		28.31	6.38			0.60	334.71
This Period Total			13472.00		13472.00		537.35	222.15	343.66		Disability 4.80 Disability 4.20	10929.3

2009  
2010

Zarda, Donald J Soc Sec#: xxx-xx-2464 PO Box 312 Richmond, MO 64085	ID Home Dept: Gender: Birthdate: Hire Date: Inactive Date: Retire Date:	78 300 W'2s Male 05/15/2009	Term Date: Pay Frequency: Standard Hrs: Last Raise Date:	07/28/2010	Withholding Method: Earnings:	Federal Single, 4 NY: Single, 4	Deductions:
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**EMPLOYEE EARNINGS RECORD**  
 (Requested Check Dates 01/01/09 - 12/31/10)

0018 0018-4104 Allstate Express Inc

Page 3 of 3

CHECK DATE	DESCRIPTION	HOURS, EARNINGS, AND REIMBURSEMENTS & OTHER PAYMENTS			DEDUCTIONS		NET PAY
		REGULAR HOURS	REGULAR AMOUNT	OVERLAP AMOUNT	TOTAL EARNINGS	DEDUCTIONS	
	Regular		13472.00		13472.00		
	This Period Total				13472.00	835.25 185.36 936.86 665.81 9.00 2542.28	10938.72